



COUNCIL REGULAR SESSION

Wednesday, December 06, 2023 at 7:00 PM

COUNCIL MEMBERS:

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

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

RESOLUTIONS

1. **Resolution No. 1995:** A Resolution Declaring an Emergency and Authorizing an Exemption from Competitive Bidding Requirements for Procurement of Services to Underground Utilities at the S. 1st Street - St. Helens Street Intersection

AWARD BID AND/OR CONTRACT

2. Award Bid to Consor for Professional Engineering Services for Wastewater Collection System Capacity Improvements Project

APPOINTMENTS TO CITY BOARDS OR COMMISSIONS

3. Reappoint Russ Low to the Planning Commission
4. Reappoint Howard Blumenthal to Parks and Trails Commission

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

5. Personal Services Agreement with Moore Site Services LLC for On-Call Services at 1300 Kaster Road
6. Seventh Amendment to Otak, Inc. Agreement for S. 1st and Strand Streets, Road & Utility Extensions Project

CONSENT AGENDA FOR ACCEPTANCE

7. Grant Agreement with Travel Oregon for Riverwalk Project Phase I
8. Library Board Minutes dated October 9, 2023
9. Parks and Trails Commission Minutes dated October 9, 2023
10. Planning Commission Minutes dated September 12, 2023

CONSENT AGENDA FOR APPROVAL

- [11.](#) Council Work Session, Executive Session, and Regular Session Minutes dated November 1, 2023
- [12.](#) Animal Facility Licenses
- [13.](#) New Building Permit Technician Job Description
- [14.](#) 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/85716202124?pwd=bkJwZVIwQVJCYS29sVksEQk5NZWI1QT09>

Meeting ID: 857 1620 2124

Passcode: 080968

Dial: 669-900-9128

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

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

City of St. Helens
RESOLUTION NO. 1995

A RESOLUTION DECLARING AN EMERGENCY AND AUTHORIZING AN
EXEMPTION FROM COMPETITIVE BIDDING REQUIREMENTS FOR
PROCUREMENT OF SERVICES TO UNDERGROUND UTILITIES AT THE
S 1ST STREET – ST. HELENS STREET INTERSECTION

WHEREAS, The City of St. Helens has identified the street and utility extensions project on the St. Helens Waterfront, including improvements to the S 1st Street – St. Helens Street intersection, as a catalyst for redevelopment of the prime riverfront property (former Boise Veneer Property) along the Columbia River; and

WHEREAS, Intersection improvements at S 1st Street and St. Helens Street include relocating overhead electrical services and overhead franchise utility facilities underground; and

WHEREAS, ORS Chapter 279C requires a competitive bidding process for Public Improvement Contracts, unless a statutory exception applies, a class of Contracts has been exempted from the competitive bidding process, or an individual Contract has been exempted from the competitive bidding process, in accordance with ORS 279C.335 and any applicable Contracting Agency administrative rules; and

WHEREAS, ORS 279.335(2) provides for alternatives to the competitive bidding requirement that otherwise applies to public contracting, upon the adoption of certain findings following a public process; and

WHEREAS, efforts to secure competitive proposals and competitive bids for the undergrounding of overhead utilities and/or electrical services at the intersection of S 1st Street and St. Helens Street using formal competitive procedures have been unsuccessful; and

WHEREAS, to ensure the improvements at the intersection of S 1st Street and St. Helens Street continue without further risk of costly delays and substantial risk of loss, damage, interruption of services, and threat to public health or safety; and

WHEREAS, ORS Chapter 279B permits exemptions to competitive bidding and allow an emergency expenditure to be made when the City Council determines by the passing a resolution that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health or property; and

WHEREAS, The City Council may award a Contract as an Emergency Procurement without the use of competitive sealed Bidding or competitive sealed Proposals as authorized by ORS 279B.050(2) when the requirements of ORS 279B.080 and this rule are met; and

WHEREAS, the findings in Exhibit A to this Resolution address the criteria of ORS 279B.050(2):
a) The exemption is unlikely to encourage favoritism in awarding public improvement

contracts or substantially diminish competition for public improvement contracts; and

- b) Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency; and

WHEREAS, City Staff will request bids from at least three construction firms licensed in the state of Oregon to perform the work under the emergency conditions as set forth in the Oregon Revised Statutes; and

WHEREAS, the City Council of the City of St. Helens acts as the local contract review board for the City, and in that capacity has authority to exempt certain contracts from the competitive bidding requirements of ORS Chapter 279C and to declare an emergency exists; and

NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES that

- Section 1 The City hereby declares that an emergency exists;
- Section 2 In accordance with by ORS 279B.050(2) the contract for undergrounding overhead utilities at the S 1st Street-St. Helens Street intersection is hereby exempt from formal competitive bidding and is hereby authorized to be solicited by requesting bids from at least three construction firms;
- Section 3 This emergency and exemption is supported by the findings attached in Exhibit A which is incorporated by reference herein;
- Section 4 This Resolution is effective immediately upon its adoption.

APPROVED AND ADOPTED by the City Council on December 6, 2023 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A

FINDINGS FOR A DECLARATION OF EMERGENCY AND AUTHORIZING AN EXEMPTION FROM COMPETITIVE BIDDING CITY OF ST. HELENS, OREGON UNDERGROUNDING UTILITIES AT THE S 1ST STREET - ST. HELENS STREET INTERSECTION

Oregon Revised Statue (ORS) 279C.300 requires competitive bidding of public works improvement contracts unless specifically excepted or exempted from competitive bidding under Oregon Revised Statue (ORS) 279C.335.

Oregon Revised Statue (ORS) 279B.080 authorizes the head of a contracting agency, or a person designated under ORS 279A.075 (Delegation), to may make or authorize others to make emergency procurements of goods or services in an emergency, provided the contracting agency documents the nature of the emergency and describe the method used for the selection of the particular contractor.

St. Helens Municipal Code Chapter 2.04 Public Contracting Code, Section 120(7)(a) allows the construction of public improvements under emergency circumstances *"When an official with authority to enter into a contract on behalf of the city of St. Helens determines that immediate execution of a contract within the official's authority is necessary to prevent substantial damage or injury to persons or property, the official may execute the contract without competitive selection and award or city council or city administrator approval, but, where time permits, the official shall attempt to use competitive price and quality evaluation before selecting an emergency contractor."*

The determination to construct a project under emergency circumstances must be approved by the City Council or designee, upon application of the solicitation agent, in which the solicitation agent submits facts that support a finding that the construction of the improvement under the proposed method is likely to reduce the substantial risk of loss, damage, interruption of services, or threat to public health or safety. The City of St. Helens Local Contract Review Board (comprised of the City Council) may exempt a contract from competitive bidding under ORS 279C.335 based on two findings:

1. The exemption is unlikely to encourage favoritism in the awarding of the public improvement contract or substantially diminish competition for the public improvement contract.
2. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the City of St. Helens.

Under St. Helens Municipal Code 2.04.120(7)(a), the City Council may exempt a particular contract from formal competitive requirements and shall consider:

1. If the proposed method is likely to prevent substantial damage or injury to persons or property.

In exempting the public works improvement from competitive bidding under ORS 279C.335(2)(b), the Local Contract Review Board must consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract, all 14 items under ORS 279C.335(2)(b)(A-N).

This document presents information the City of St. Helens City Council (Local Contract Review Board) will consider in its finding to declare an emergency and to exempt the undergrounding of overhead utilities at the S 1st Street-St. Helens Street intersection (Project) from formal competitive bidding and to use the Emergency Procurement method where the City may award a contract without using normal competitive procurement processes.

I. BACKGROUND / NATURE OF THE PROJECT

The City of St. Helens began construction on the first phase of the Riverfront Connector Plan with the extension of water, sewer, storm drain, power, and streets along S 1st Street, Strand Street, Cowlitz Street, and the former Boise Veneer. This first phase of the project will serve as a catalyst for the redevelopment of the prime riverfront property in St. Helens along the Columbia River.

Improvements at S 1st Street and St. Helens Street intersection, the gateway intersection into the St. Helens Riverfront District, will make a safer intersection by making the intersection a 4-way stop and provide safer multimodal connectivity for the community to the proposed Riverwalk project, historic downtown, existing pathway/trail connections, and Columbia View Park area as a community gathering place and event space. The intersection improvements will include a full rebuild into a concrete intersection, curb bulb outs, stormwater planters, site furnishings, and eventually a gateway arch.

The relocation of all overhead utilities underground as part of the intersection improvements necessitated further design by the City's consultant, Kittelson & Associates, to accommodate both new and existing franchise utilities in the intersection. The benefit of delaying the project to accommodate all interested parties is to prevent the cutting and trenching through the new intersection following construction. However, this delay is costly because it has necessitated reopening the

partially demolished intersection back to traffic with temporary traffic controls in place cost over \$25,000 per month for every month of closure in addition to \$63,245 required to secure the intersection. The continuing monthly charges are unnecessarily increasing the overall cost of the project.

Because of the critical location of the intersection and the temporary nature of the traffic control devices, it is necessary to expedite securing a contract to complete the undergrounding of the utilities at the intersection. Attempts to secure bid and proposals using formal competitive procedures were met with either no bids received or unreasonably high-priced cost proposals.

The Project has an estimated cost of \$_____, and generally includes the following work: Undergrounding overhead power lines at the intersection, including working with a private electrical contractor to underground the electrical services currently connected to the overhead power lines, after the main power lines have been relocated underground; construction of conduit and vaults provided by franchise utilities (Columbia River PUD, Lumen, Comcast, LS Networks, and Fatbeam); and reconstruction of driveway approaches and sidewalk replacement associated with the work within existing survey limits.

The City plans to directly solicit quotes from a minimum of three licensed contractors in good standing in the state of Oregon and will select a contractor based on the lowest responsive quote received.

II. SUMMARY OF FINDINGS

With regard to ORS 279C.335, the City of St. Helens Local Contract Review Board shall consider the following in its decision to exempt the Project from competitive bidding and use the Emergency Procurement method:

1. The exemption is unlikely to encourage favoritism in the awarding of the public improvement contract or substantially diminish competition for the public improvement contract.

Proposed Analysis: The City will select the Contractor through an abbreviated competitive process that fosters competition based on receiving directly solicited quotes and selecting the lowest responsive quote received from a minimum of three licensed contractors in good standing in the state of Oregon. This method will bring help expedite the project, delivering best value to the City without favoritism.

Proposed Finding: The proposed process to be used by the City to select the Contractor and the availability of multiple contractors to solicit makes the

exemption unlikely to encourage favoritism in the awarding of the public improvement project or substantially diminish competition for the public improvement contract.

2. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the City of St. Helens.

Proposed Analysis: The Project includes relocating overhead utilities underground at the S 1st St – St. Helens St intersection. An expedited process to secure quotes for the work are likely and the exemption provides other substantial benefits to the City as regards meeting the overall schedule of September 2024, allowing the work at the intersection move forward which will save the City over \$25,000 in monthly delays and temporary traffic control maintenance.

The exemption from competitive bidding and use of the Emergency Procurement method allows the City to save substantial costs in staff time and costs associated with conducting additional and multiple formal competitive public bid process. This will also reduce the risk of additional time under which the intersection remains unfinished and limit the time the public must navigate the temporary traffic conditions. While the cost of these benefits was not quantified, they are considered to be substantial.

Use of Emergency Procurement will also substantially reduce the overall project implementation schedule, which provides cost savings under escalating market conditions.

Proposed Finding: Awarding the project under Emergency Procurement provides an opportunity for cost savings and provides other substantial benefits to the City, including increasing public safety. The exemption allows City staff to expedite the project by securing direct quotes in a shorter time span which will reduce costly project delays and help the project be completed in a timely manner. This benefit also reduces risks to public safety.

Additionally, substantial benefits of using the Emergency Procurement method include increased safety of the public and City staff and better ability to control the impact that current market conditions have on construction costs.

III. RESPONSE TO ITEMS UNDER ORS 279C.335(2)(b)

In approving the finding under ORS 279C.335(2)(b), the Local Contracting Review Board must consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract the 14 items outlined in ORS

279C.335(2)(b)(A-N). Information considered by the Local Contract Review Board related to each of these requirements follows:

(A) How many persons are available to bid:

Information to be considered by the Local Contract Review Board: City staff will directly solicit a minimum of three quotes from licensed contractors in good standing in the state of Oregon.

(B) The construction budget and the projected operating costs for the completed public improvement:

Information to be considered by the Local Contract Review Board: The estimated construction cost for the project is \$_____.

(C) Public benefits that may result from granting the exemption:

Information to be considered by the Local Contract Review Board: Benefits to the public will result from the work at the intersection being completed and fully reopened under the improved conditions for the travelling public within the project timeline. Public safety will also be benefited because the work at the intersection cannot be completed until all of the overhead utilities have been relocated underground. After permanent work has been completed at the intersection, the public will benefit from a safer intersection.

(D) Whether value engineering techniques may decrease the cost of the public improvement:

Information to be considered by the Local Contract Review Board: No value engineering techniques are considered for the project because it will be fully designed prior to receiving quotes; however City staff always engages the contractor on how the project can be constructed more efficiently at a greater savings to the City.

(E) The cost and availability of specialized expertise that is necessary for the public improvement:

Information to be considered by the Local Contract Review Board: Construction of the Project requires a licensed electrical contractor to perform the work of relocating electrical services underground after the main power lines are moved underground. Licensed electrical contractors with this expertise are available in the Pacific Northwest.

The cost and availability of specialized expertise necessary for public improvement is not impacted by an exemption from competitive bidding and use of the Emergency Procurement method. Procurement of these services will be from the lowest responsive quote solicited for the work.

(F) Any likely increases in public safety:

Information to be considered by the Local Contract Review Board: It is important to construct the Project in a manner to ensure safe working conditions for the contractor, the neighbors, and the public that could be affected by the Project. Currently, the intersection is in a transitional state, which has created safety issues at the intersection, with increases in the prevalence of crashes, near misses, risky driver behavior, and hazardous worker exposures during the periods of time when traffic control measures are being put in place, maintained, or removed from the roadway.

The Emergency Procurement method will allow the work to move quickly forward, allowing for full buildout of the intersection after the overhead utilities are relocated underground, and creating permanent traffic control and traffic calming measures which will provide for the safe and efficient movement of vehicles, bicyclists, and pedestrians (including persons with disabilities in accordance with the Americans with Disabilities Act).

(G) Whether granting the exemption may reduce risks to the contracting agency or the public that are related to the public improvement:

Information to be considered by the Local Contract Review Board: The Emergency Procurement method for relocating overhead utilities at the intersection underground will not have an impact on risks to the City or the Public because the work will still be performed under the City's standard public improvement contract.

(H) Whether granting the exemption will affect project funding sources:

Information to be considered by the Local Contract Review Board: The Project funding source will not be impacted by an exemption from competitive bidding and use of the Emergency Procurement method of delivery.

(I) Whether granting the exemption will better enable the City to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement:

Information to be considered by the Local Contract Review Board: The bidding market for public works projects in 2023 have been impacted significantly as a

result of increased commercial construction across the country and specifically in the Pacific Northwest. A shortage of skilled craftsmen and laborers, shortages of building materials, increased inflation and rising interest rates have resulted in a 24% rise in construction costs since 2022. Even when historical cost data and reliable sources are used, construction cost estimates for building trades and labor have proven to be inaccurate without real time construction pricing. Using the Emergency procurement method allows the City to get the project out earlier using real-time construction costs to keep the Project within budget.

(J) Whether granting the exemption will better enable the City to address the size and technical complexity of the public improvement:

Information to be considered by the Local Contract Review Board: A main characteristic of the project in regard to its technical complexity is coordination. The exemption will not have an impact on the technical complexity of the public improvement.

(K) Whether the public improvement involves new construction or renovates or remodels an existing structure

Information to be considered by the Local Contract Review Board: The public improvement will relocate existing overhead utilities underground and will involve construction of new conduits and vaults for new underground utilities. The site is currently in a transitional state and has been excavated prior to reopening to traffic so the risk of discovering unknown conditions and damaging existing infrastructure is minimal.

(L) Whether the public improvement will be occupied or unoccupied during construction

Information to be considered by the Local Contract Review Board: During construction the intersection will be closed to thru traffic. Traffic will be routed per the approved traffic control plans for the site, which are already in place.

(M) Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions

Information to be considered by the Local Contract Review Board: Construction will most likely be completed in a single phase. However, the work involves several elements that will require additional work which will not be a part of this contract. This includes moving utility poles off the site after the undergrounding is complete.

(N) Whether the City has, or has retained under contract, and will use city personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the City will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract

Information to be considered by the Local Contract Review Board: The City has experience using emergency procurement delivery, and will use specialized advisor services when necessary and the law firm of Jordan Ramis for legal counsel support for the Project. The City has also contracted with Kittelson & Associates, engineering consultant, to assist on the project during review of quotes, review of contract, and to assist with permitting, and construction administration.

In addition, Jordan Ramis, PC's attorneys act as general and special counsel for local governments (counties, cities, and special purpose districts) throughout Oregon. They provide advice on public contracting, design and construction litigation, property issues (including negotiation, acquisition, and condemnation), insurance coverage and defense, public meetings, public records, finance, system development charges, utility ratemaking, telecommunications, environmental and natural resources, energy, government ethics for public officials, franchise fees and privilege taxes, and other matters associated with conducting government affairs. They have provided legal counsel to municipal clients on a number of alternative delivery projects including the use of emergency procurements.

II. SUMMARY OF EMERGENCY PROCUREMENT BENEFITS TO THE CITY

The City should declare an emergency due to the failure of the normal competitive process to identify an appropriate contractor, the current temporary traffic control measures in place at the project site, and the continuing unnecessary monthly costs to the City that will continue to accumulate until the work is done. The City should utilize the emergency procurement model to minimize the substantial risk of loss, damage, interruption of services, and threat to public health or safety at the S 1st Street-St. Helens intersection. The savings and benefits are expected to be significant. The use of the emergency procurement method will allow the City to restore essential services to the public in the shortest amount of time, and will promulgate the following benefits for the City:

- Will allow the City a simple and inexpensive procurement process that can be completed in a short timeframe, thus allowing the City to expedite contracting with contractor to immediately begin project implementation.

- Will allow schedule acceleration which will allows the City to complete the reconstruction of the intersection while not incurring further delay costs, thereby reducing overall project costs.
- Will allow the City to lock in better prices for the project that reflect the City's budget more accurately.

It is the recommendation of Staff that the City Council adopt and make the findings as set forth above and exempt the Undergrounding Utilities at the S 1st Street - St. Helens Street Intersection (Project) from competitive bidding and to use a Emergency Procurement method of delivery by directly soliciting a minimum of three quotes from qualified, licensed contractors in good standing in the State of Oregon.

COUNCIL ACTION SHEET

To:	The Mayor and Members of City Council	
From:	Mouhamad Zaher, Public Works Director	
Date:	December 6, 2023	
Subject:	Professional Engineering Design Services for Wastewater Collection System Capacity Improvements	

Background: An update to the City's Wastewater Master Plan (WWMP) was adopted in November 2021 and is the first complete study carried out on the City's entire sanitary sewer collection system since 1989, when the population was 7,500. The study revealed the majority of the City's public sewer system is undersized for the current flows observed and is inadequate to safely convey flows due to the increased flows from continuing population growth without the corresponding system upgrades and from continuing inflow and infiltration (I/I) into the sewer system, both of which greatly increases the risk of sanitary sewer overflows in the collection system. The intent of the Wastewater Collection System Capacity Improvements project is to upsize sanitary sewer mains in the Middle Trunk (Sewer Basin 4), the Interceptor (Sewer Basin 5), and the South Trunk (Sewer Basin 6) which will be capable of conveying anticipated peak hour flows, and that will improve capacity, reduce Sanitary Sewer Overflows (SSOs), create system reliability and resiliency, and foster continued development in the UGB.

In June, the City was awarded a \$2.5 million Community Development Block Grant (CDBG) from Business Oregon for the sewer system improvements. Funds will be used for design, engineering, environmental review, and permitting for the project. The construction of the new trunk sewer mains will be funded through an Oregon Department of Environmental Quality (DEQ) Clean Water Revolving Loan Fund for construction with an budget up to \$16.4 million and up to \$4.5 million in loan forgiveness.

On October 4, 2023, the City advertised Request For Proposals #S-679 for professional engineering services for the Wastewater Collection System Capacity Improvements project. On November 7, 2023 the City received a total of three (3) proposals in response to the RFP. Proposals were received from the following firms: Consor, Keller Associates, and Tetra Tech.

The Proposal Selection Committee, comprised of City staff, reviewed each of the proposals individually and met together on November 6, 2023, to evaluate and discuss the proposals. Proposals were evaluated per the RFP's Evaluation Criteria to narrow the selection to two proposers. The two shortlisted firms were Keller Associates and Consor. On November 17, 2023 the Proposal Selection Committee interviewed Keller Associates and Consor. Proposals were again evaluated per the RFP's Evaluation Criteria, including the interview and cost proposal, and Consor was determined to be the most qualified and highest-ranking proposer for the project.

Recommendation: Award the project for Professional Engineering Design Services for Wastewater Collection System Capacity Improvements to Consor and authorize the Public Works Director to negotiate a final Scope of Work and cost based on the firm's proposal.



November 20, 2023

Notice of Intent to Award Contract

PROFESSIONAL ENGINEERING DESIGN SERVICES FOR WASTEWATER COLLECTION SYSTEM CAPACITY IMPROVEMENTS, RFP NO. S-679

The City of St. Helens received a total of three (3) proposals on November 2nd, 2023 in response to the RFP for Professional Engineering Design Services for Wastewater Collection System Capacity Improvements from the following firms, listed in alphabetical order,

- Consor
- Keller Associates
- Tetra Tech

Two (2) of the firms, Consor and Keller Associates, were shortlisted, interviewed, and evaluated by the Proposal Selection Committee on November 17th, 2023. After a careful review and recommendation by the Proposal Selection Committee, the City intends to award the contract to Consor as the most qualified and highest-ranking proposer for the project. The project will be awarded at the December 6th, 2023 Council Regular Session following a presentation to the City Council at the Work Session.

This Notice of Intent to Award does not constitute the formation of a contract between the City of St. Helens and the apparent successful Proposer and is subject to execution of a written contract. If the apparent successful Proposer fails to execute a contract with the City of St. Helens, the City may revoke the award and award the contract to the next highest-ranking proposer. The City of St. Helens further reserves the right to cancel this notice of intent to award at any time prior to the execution of a written contract.

Any Proposer who responded to the solicitation and claims to have been adversely affected or aggrieved by this award decision shall have the opportunity to submit an appeal of contract award decision as outlined in the RFP under Section 4.10.3. Appeals shall be in writing and shall specify any grounds upon which the protest is based. Protest may be submitted to Sharon Darroux, Engineering Manager at the address below or emailed to sdarroux@sthelensoregon.gov. The seven (7) calendar day protest period ends at 5:00 PM, November 27th, 2023.

Thank you,

Mouhamad Zaher
Public Works Director

APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

City Council Meeting ~ December 6, 2023

Item #3.

Pending applications received:

<u>Name</u>	<u>Interest</u>	<u>Date Application Received</u>	<u>Referred by Email To Committee(s)</u>
• Carla Rajnus	Parks & Trails Commission	7/27/23	7/27/23
• Bill Earles	Planning Commission	8/31/23	9/1/23
• Steve Toschi	Planning Commission	9/22/23	9/25/23
• Steve Toschi	Budget Committee	10/12/23	
• Brady Preheim	Budget Committee	10/13/23	
• Robin Gil	Parks & Trails Commission	11/10/23	11/13/23
• Jennifer Massey	Budget Committee	11/18/23	

Budget Committee (3-year terms)

- Claire Catt's term expires 12/31/2023. Claire would not like to be reappointed.
- Michelle Damis' term expires 12/31/2023. Michelle would not like to be reappointed.
- Brady Preheim's term expires 12/31/2023. He would like to be reappointed.

Status: We sent out a press release on October 10. The deadline to apply was November 17. We have received three applications since the press release went out.

Next Meeting: TBD

Recommendation: None at this time.

Parks & Trails Commission (4-year terms)

- Howard Blumenthal's term expires 12/31/2023. Howard has served at least two full terms. He would like to be reappointed.

Status: A press release was sent out on November 1 with a November 24 deadline. We have received two applications since the press release went out and we also have an application on file from the previous recruitment.

Next Meeting: December 11, 2023

Recommendation: The Commission voted to recommend reappointment of Howard Blumenthal.

Planning Commission (4-year terms)

- Russ Hubbard was appointed to the Council. His term expires 12/31/2025.
- Russ Low's term expires 12/31/2023. He would like to be reappointed.

Status: A press release was sent out on September 19 with a due date of October 20. We have received one application since the press release went out and we also have an application on file from the previous recruitment.

Next Meeting: December 12, 2023

Recommendation: At their November 14 regular meeting, the consensus of the Commission was to recommend reappointment of Russ Low.

City of St. Helens
RESOLUTION NO. 1648

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

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

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

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

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

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

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

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

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

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson

Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne

Kathy Payne, City Recorder

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **MOORE SITE SERVICES LLC** (“Contractor”).

RECITALS

A. The City is in need of personal services for consulting & mechanical support, and Contractor represents that it is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to St. Helens Industrial Business Park, 1300 Kaster Rd., St. Helens OR 97051, and Contractor accepts such engagement. The principal contact for Contractor shall be, RORY MOORE, phone 503-396-6098.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on December 31, 2024. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment C.

5. Payment.

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

marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with any requirement of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens OR 97051

CONTRACTOR: **MOORE SITE SERVICES LLC**
 Attn: RORY MOORE
34281 MILLARD RD
WARREN , OR, 97053

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

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

9. Insurance.

9.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

9.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

9.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.

9.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

9.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

10. Termination.

10.1 Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

10.1.1 If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

10.1.2 If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

10.1.3 If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

10.1.4 If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

10.1.5 If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

10.2 Breach of Agreement

10.2.1 Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

10.2.2 If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

10.2.3 Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

10.2.4 In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

10.3 Termination for Convenience. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

11. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

12. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

13. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

14. Indemnification.

14.1 Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

14.2 Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

14.3 Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

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

16. Compliance with Law.

16.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

16.2 Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

16.3 Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

16.4 Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

16.5 Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

16.6 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Agreement as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor from his/her or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

16.7 If the Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

16.8 Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor,

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

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

16.9.1 Either:

16.9.1.1 For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

16.9.1.2 For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

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

16.9.3 Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

16.10 The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

16.11 All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

16.12 All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

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

16.14 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the

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

16.15 The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

16.16 If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

16.17 If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Contractor shall comply with ORS 279C.838, ORS 279C.840, and federal law.

16.18 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

16.19 Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

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

16.21 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

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

16.23 Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

17. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

18. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

19. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

20. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

21. Mediation/Dispute Resolution

21.1 Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

22. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

23. Records, Inspection and Audit by the City.

23.1 Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

23.2 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

23.3 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this

Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

23.4 This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

24. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

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

CITY:**CITY OF ST. HELENS**

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:**_MOORE SITE SERVICES LLC**

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A
Scope of Work

Assist the City of St. Helens with “on-call” services for the City’s Industrial Business Park Property at 1300 Kaster Road, St. Helens OR 97051. Services to include, Property Management, Mill site consulting, maintenance, repair, construction, demolition, energy reduction measures, site safety and security, environmental permitting and compliance, and other services authorized and agreed by the City.

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C

Terms of Compensation



34281MILLARD RD, WARREN , OR, 97053 503-396-6098
 MOORESITESERVICES@GMAIL.COM
 OR CCB# 232864

DATE: 9/29/2023

QUOTATION # 2023 RATE

CUSTOMER NAME:

CITY OF ST HELENS

265 Strand Street

St Helens, OR, 97051

CONTACT: JOHN WALSH

PAYMENT TERMS NET 30

PH: 503-366-8211

jwalsh@sthelensoregon.gov

PROJECT TITLE: T&M LABOR RATES

2023 RATES

RATES APPLY AS FOLLOWS (INCLUDING TRAVEL TIME) :

8 HR MINIMUM ON ALL SCHEDULED WORK

	Straight Time	Overtime	Double Time
MILLWRIGHT / PIPEFITTER	\$135.00	\$202.50	\$270.00
CONSULTING / PROJ MGR	\$159.50	\$239.25	\$319.00
HELPER / APPRENTICE	\$72.00	\$108.00	\$144.00

MONDAY - FRIDAY

FIRST 8 HRS @ STRAIGHT TIME

NEXT 4 HRS @ OVERTIME

OVER 12 HRS @ DOUBLE TIME

SATURDAYS

FIRST 8 HRS @ OVERTIME

OVER 8 HRS @ DOUBLETIME

SUNDAYS / HOLIDAYS

DOUBLETIME RATE

EMERGENCY WORK

4HR CALL TIME (STRAIGHT TIME RATE) PLUS OVERTIME RATE FOR ALL HOURS WORKED

ADDITIONAL MATERIALS:

RENTAL EQUIPMENT

COST PLUS 20%

USED MATERIALS/

COST PLUS 20%

CONSUMEABLES

THANK YOU FOR THE OPPORTUNITY , PLEASE REACH OUT WITH ANY QUESTIONS - RORY MOORE

Moore Site Services LLC 503-396-6098 mooresiteservices@gmail.com

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

This agreement is entered into this 6th day of December 2023, by and between the City, (hereinafter "City"), and Otak, Inc. (hereinafter "Contractor").

RECITALS

- A. City and Contractor entered into a Personal Service Agreement on March 8, 2021, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. The term of the original contract expires on December 31, 2023.
- C. The City desires to extend the contract time of the original contract with the Contractor to retain their services on the S. 1st Street and Strand Streets Road and Utility Extensions Project.


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

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

Dated this 6th day of December 2023.

Contractor

City



Keith Buisman, PM, Otak
Date: November 28, 2023

Rick Scholl, Mayor
Date: _____

Attest:

By: _____
Kathy Payne, City Recorder

Grant No. 100-1023GR
\$100,000.00

GRANT AGREEMENT

This Grant Agreement (“**Grant Agreement**” or “**Agreement**”), dated as of November 15, 2023 the “**Effective Date**”), is entered into by and between City of St. Helens (“**Recipient**”), and the **STATE OF OREGON**, acting by and through the **OREGON TOURISM COMMISSION** (“**Grantor**”).

RECITALS

A. Pursuant to ORS 284.138, Grantor administers a biennial matching grants program (the “**Program**”) under which Grantor helps develop and improve the economies of communities throughout Oregon by means of the improvement, expansion and promotion of the visitor industry.

B. In response to Grantor’s Request for Program Grant Applications dated September 15, 2023, Recipient submitted an application for a Program grant to assist Recipient’s implementation of the project described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Project**”).

C. Grantor selected the Project for grant funding.

D. Grantor and Recipient now desire to enter into this Grant Agreement to specify the amount and terms and conditions of Grantor’s grant funding to Recipient for the Project.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1 GRANT GENERALLY

Section 1.1 Project Cost; Grant Funds. The total estimated Project cost is \$2,256,950.00. On the terms and conditions of this Agreement, Grantor shall provide Recipient grant funds in an amount not to exceed \$100,000.00 (the “**Grant Funds**”). Recipient will be responsible for all Project costs not covered by the Grant Funds.

Section 1.2 Use of Grant Funds; Eligible Costs.

1.2.1 Use of Grant Funds. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless Grantor approved such changes by amendment pursuant to Section 6.7.

1.2.2 Eligible Costs. Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“**Eligible Costs**”). Grantor will reimburse only Eligible Costs incurred after the Effective Date and only to the extent the Eligible Costs are within the line item limits of the “Sources and Uses of Funding Budget” set forth in **Exhibit B** (the “**Budget**”), attached hereto and incorporated herein by this reference; provided, however, that Recipient may transfer Grant Funds from one Budget line item to another so long as no line item amount changes by more than 10 percent.

- (a) Eligible Costs are actual costs of Recipient to the extent those costs are:
 - (A) reasonable, necessary and directly used for the Project; and
 - (B) eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
- (b) Eligible Costs do NOT include:
 - (A) Costs of staff or consultant salaries, wages, mileage, or associated fees that are already budgeted to execute a particular area of work within an entity.
 - (B) payments made to related parties as described in Section 6.13;
 - (C) loans or grants to be made to third parties;
 - (D) any expenditures incurred before the Effective Date or after the Project Completion Deadline; or
 - (E) costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by Grantor by amendment of this Agreement.

Section 1.3 Disbursement of Grant Proceeds. The proceeds of the Grant shall be held in a grant account and shall be disbursed to Recipient in accordance with the terms and conditions set forth in this Section 1.3.

1.3.1 Initial Disbursement. Subject to Section 1.3.4, Grant awards shall be disbursed at a rate of 50% of the total Grant Funds in a single payment. Grantor will disburse funds to Recipient within 30 days after Grantor’s receipt and approval of an initial disbursement request from Recipient, in form and substance satisfactory to Grantor. Disbursement requests must include the date, grant number, project name, amount of previously-disbursed Grant Funds, amount of Grant Funds requested and balance of Grant Funds remaining for future requests.

1.3.2 Subsequent Disbursements. Subject to Section 1.3.4, Grantor shall disburse additional Grant Funds totaling not more than 90% of total grant to Recipient on an Eligible Cost reimbursement basis within 30 days after Grantor’s receipt and approval of a disbursement request, in form and substance satisfactory to Grantor as indicated in section 1.3.1 above, and identifying the Eligible Costs for which Recipient is seeking reimbursement, together with all supporting documentation reasonably required by Grantor to evidence the Eligible Costs. The first such disbursement request must also be accompanied by supporting documentation reasonably required by Grantor to evidence the Eligible Costs covered by the initial disbursement of Grant Funds under Section 1.3.1. Recipient may submit disbursement requests under this Section 1.3.2 no more frequently than monthly. The final 10% of Grant Funds will be disbursed only after the Project is completed to Grantor’s sole satisfaction. To

receive final disbursement, Recipient must identify the Eligible Costs for which Recipient is seeking reimbursement, together with all supporting documentation reasonably required by Grantor to evidence the Eligible Costs. The final disbursement request must also be accompanied by supporting documentation reasonably required by Grantor to evidence the Eligible Costs covered by all previous disbursement of Grant Funds under Section 1.3.1.

1.3.3 Continuing Accuracy of Representations and Warranties. Recipient's submission of a disbursement request constitutes Recipient's affirmation that all of Recipient's representations and warranties set forth in Article 2 are true and correct in all material respects as if made on and as of the date of the disbursement request.

1.3.4 Conditions to Disbursement. The disbursement of Grant proceeds is subject to the following conditions:

- (a) No Event of Default shall have occurred and be continuing and no event shall have occurred that, with the giving of notice or passage of time or both, would become an Event of Default;
- (b) Each of Recipient's representations and warranties set forth in Article 2 shall be true and correct in all material respects as if made on and as of the date of such disbursement; and
- (c) Grantor has received sufficient funding, appropriations and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement and there are sufficient moneys in the accounts or funds to be used to cover the disbursement, as determined by Grantor in the reasonable exercise of its administrative discretion, to permit Grantor to make the disbursement; and
- (d) Grantor has received from Recipient an executed Form W-9 and such other documentation as Grantor may require to enable disbursement under this Agreement;
- (e) Recipient has received, and will make available to Grantor upon request, a certificate of insurance or other documentation evidencing the insurance required by Section 3.8, issued by an insurance company licensed to provide such insurance in the State of Oregon and otherwise reasonably acceptable to Grantor; and
- (f) Grantor has received the disbursement request no later than 30 days after the effective date of the Agreement.

ARTICLE 2 RECIPIENT'S REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to Grantor as follows:

Section 2.1 Existence and Power; Authority. Recipient is an eligible entity, defined as a not-for-profit, local government or federally recognized Tribe, duly organized, validly existing and in good standing under the laws of the State of Oregon. Recipient has (a) full power and authority to carry on its business as now being conducted and as Recipient contemplates it to be conducted with respect to the Project, and (b) full power, authority, and legal right to execute and deliver this Grant Agreement

and all other agreements, documents and instruments contemplated hereby or thereby (collectively, the “**Grant Documents**”) and to incur and perform its obligations hereunder and thereunder. The execution and performance by Recipient of this Grant Agreement and the other Grant Documents have been duly authorized by all necessary action of Recipient. This Grant Agreement and the other Grant Documents have been duly executed by Recipient and will constitute legal, valid and binding obligations of Recipient, enforceable in accordance with their terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.

Section 2.2 No Violations or Default. Recipient is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Recipient notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists with respect to Recipient or the Project that constitutes an Event of Default or an event which, with the giving of notice or passage of time, or both, would become an Event of Default.

Section 2.3 Litigation. No action, suit or proceeding (and to Recipient’s knowledge, no investigation) is pending against Recipient or with respect to the Project before any court or administrative agency, (a) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on the business, assets, operations, or financial condition of Recipient, the Project or the power of Recipient to complete the Project or (b) that purports to affect the legality, enforceability, or validity of any Grant Document.

Section 2.4 Compliance With Laws. Recipient is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it, the Project, and the completion thereof, including, without limitation, all applicable health and safety, environmental, and zoning laws.

ARTICLE 3 COVENANTS

Until completion of the Project or as otherwise indicated, Recipient covenants and agrees as follows:

Section 3.1 Completion of Project. Recipient shall complete the Project no later than April 14, 2025 (the “**Project Completion Deadline**”) and Grantor is not obligated to reimburse any Project costs incurred after this date. Promptly after the Project Completion Deadline or any termination of this Grant Agreement, Recipient shall repay to Grantor any Grant Funds remaining in Recipient’s possession that are not needed to cover Eligible Costs incurred prior to the Project Completion Deadline or the termination of this Grant Agreement, as the case may be. The foregoing repayment obligation shall survive any termination of this Grant Agreement. Recipient shall implement the Project in an expeditious and continuous manner and in accordance with all the requirements of the Grant Documents.

Section 3.2 Maintenance of Business and Licenses. Recipient will remain an Oregon-based business, not-for-profit, local government, port district or federally recognized Tribe, validly existing under the laws of Oregon and will keep in force all licenses and permits necessary to the proper conduct of its business and the completion of the Project.

Section 3.3 Compliance with Laws and Use Restrictions. Recipient will comply with all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality having jurisdiction over Recipient or the Project, including all applicable health and safety, environmental, and zoning laws.

Section 3.4 Other Obligations. Recipient will pay and discharge before the same shall become delinquent all indebtedness, taxes, and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except any thereof whose validity or amount is being contested in good faith by Recipient in appropriate proceedings with adequate provision having been made in accordance with generally accepted accounting principles for the payment thereof if the contest is determined adversely to Recipient.

3.4.1 Grantor Recognition. Grant recipient shall visibly display on all finished grant projects (publications, websites and other significantly visible project activities) Travel Oregon's logo along with the acknowledgement: "This project has been funded in part by a grant from Travel Oregon." Travel Oregon will work with grant recipient to ensure proper usage and placement of the Travel Oregon logo.

Section 3.5 Indemnity. Recipient shall indemnify and hold Grantor, its officers, employees and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and expenses) that any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made by Recipient in any Grant Document, (b) any transaction contemplated by this Grant Agreement or any other Grant Document or (c) the actions or inactions of Recipient, or its employees, agents, contractors, or subgrantees related to the Project, other than claims, losses, damages, or expenses that arise solely from the gross negligence or willful misconduct of Grantor. This Section 3.5 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.6 Records and Inspection. Recipient shall keep proper books of account and records on all activities associated with the Grant, including but not limited to, separate books of account and records on the use of all Grant proceeds and Other Financing. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three years after the Project Completion Deadline or the date that all disputes, if any, arising under this Grant Agreement or the other Grant Documents have been resolved. Recipient will permit Grantor and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor and the expenditure of Other Financing. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained. This Section 3.6 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.7 Audits and Financial Reviews. Grantor, either directly or through a designated representative, may conduct financial and performance audits of the use of Grant proceeds and the implementation of the Project at any time during Project implementation and during the three-year period after the Project Completion Deadline. Audits will be conducted in accordance with generally accepted auditing standards. If an audit or financial review finds that payments to Recipient were in excess of the amount to which Recipient was entitled, then Recipient shall repay that amount to

Grantor. In the event of such audit or financial review, Recipient agrees to provide the designated auditor or reviewer with reasonable access to Recipient's employees and make all such financial, performance and compliance records available to the auditor. This Section 3.7 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.8 Workers' Compensation Insurance. Recipient shall carry Workers' Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers. This coverage is required of grantees with one or more employees, unless exempt under ORS 656.027.

Section 3.9 Recycled Products. To the maximum extent economically feasible, Recipient shall use good faith efforts to use recycled products in connection with its implementation of the Project.

Section 3.10 Other Financing. In addition to the Grant, Recipient shall, from its own resources or from third parties, obtain other financing for the Project as set forth in the Budget (the "Other Financing").

ARTICLE 4 EVENTS OF DEFAULT

Any of the following shall constitute an Event of Default under this Grant Agreement:

Section 4.1 Failure to Pay Debts When Due.

4.1.1 Generally. Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) admits in writing its inability to pay, or generally is not paying, its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) commences a voluntary action under the United States Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated as bankrupt or insolvent; (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, (vii) fails to controvert in a timely or appropriate manner, or acquiesces or consents in writing to, any petition filed against it, in an involuntary action under the United States Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.

4.1.2 Involuntary Proceedings. A proceeding or case is commenced against Recipient, without its consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, windup, or composition or readjustment of the debts of Recipient, (ii) a receiver, trustee, custodian, liquidator, or the like is appointed for Recipient or for all or a substantial part of its assets, or (iii) relief is granted to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or (iv) an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for any period of 60 days, or an order for relief against Recipient is entered in an involuntary case under the United States Bankruptcy Code (as now or hereafter in effect).

Section 4.2 Failure to Disclose Material Facts. Recipient makes any material misstatement of, or omits to disclose to Grantor, any fact material to the making of the Grant, the

progress toward completion of the Project, obtaining Other Financing for the Project, or a disbursement of Grant Funds to Recipient, or upon discovery by Grantor of any such misrepresentation or omission.

Section 4.3 **Failure to Pay Amounts Due.** Recipient fails to pay any sum due under this Grant Agreement or any other Grant Document within the time specified herein or therein.

Section 4.4 **Failure to Comply with Other Obligations.** Recipient fails to observe, perform, discharge or comply with any other covenant, agreement or obligation imposed on Recipient by this Grant Agreement or any other Grant Document and such failure remains uncured 30 days after written notice thereof to Recipient. This includes Recipient obligations for reporting to Grantor.

Section 4.5 **Discontinued Project.** Work on the Project is discontinued or prohibited for 30 or more consecutive days or the Project is abandoned.

Section 4.6 **Failure to Diligently Pursue the Project.** Recipient fails to diligently pursue the Project to completion by the Project Completion Deadline in accord with the timeline set forth in Exhibit A or fails to obtain Other Financing sufficient to complete the Project.

ARTICLE 5 RIGHTS AND REMEDIES UPON EVENT OF DEFAULT

Upon the occurrence of an Event of Default and at any time thereafter, Grantor may, at its option, exercise any one or more of the following rights and remedies:

Section 5.1 **Repayment.** Grantor may declare the entire original Grant (or so much thereof as has been disbursed to Recipient) and other charges payable by Recipient pursuant to this Grant Agreement or any other Grant Document, to be immediately due and payable in full and, upon such declaration, Recipient shall pay to Grantor the amount declared to be immediately due and payable.

Section 5.2 **Termination.** Grantor may, by and effective upon written notice to Recipient, terminate this Agreement or Grantor's obligation to disburse additional Grant Funds to Recipient.

Section 5.3 **No Election Required.** Grantor shall have any other right or remedy provided in this Grant Agreement or any other Grant Document, or available at law, in equity, or otherwise in such order and manner as it may select.

Section 5.4 **Rights and Remedies Cumulative.** All rights and remedies described in this Article 5 are cumulative and in addition to any other remedy Grantor may have by agreement, at law, or in equity. Partial exercise of any right or remedy shall not limit or restrict Grantor's subsequent exercise of such right or remedy nor shall it restrict Grantor's contemporaneous or subsequent exercise of any other right or remedy.

Section 5.5 **No Waiver.** No failure on the part of Grantor to exercise, and no delay in exercising, any right, power, or privilege under this Grant Agreement or any other Grant Document shall operate as a waiver of that right or any other right. No modification or waiver of any provision of this Grant Agreement or any other Grant Document shall be effective unless in writing, and then only in specific instance and for the purpose given. No notice or demand on Recipient shall entitle Recipient to any other notice or demand in other similar circumstances.

Section 5.6 **Payment of Costs of Collection.** In case of an Event of Default or an event which, with the lapse of time or the giving of notice, or both, would become an Event of Default, or in case litigation is commenced to enforce or construe any term of this Grant Agreement or any other Grant Document, to the extent permitted by law the losing party will pay to the prevailing party such amounts as shall be sufficient to cover the cost and expense of collection or enforcement, including, without limitation, reasonable attorney fees and costs prior to and at any arbitration proceeding or at trial, on appeal, or in any bankruptcy proceeding. For purposes of this paragraph, reasonable attorneys' fees cannot exceed the rate charged to Grantor by its attorneys, including the Oregon Department of Justice.

ARTICLE 6 GENERAL

Section 6.1 **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** All agreements, representations, and warranties shall survive the execution and delivery of this Grant Agreement, any investigation at any time made by Grantor or on its behalf and the making of the Grant.

Section 6.3 **Notice.** Any notice required or permitted under this Grant Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to the parties as follows:

If to Recipient:	Name: City of St. Helens Attn: Jennifer Dimsho Address: PO Box 278 St. Helens, OR 97217 Telephone: 503-366-8207 Email: jdimsho@sthelensoregon.gov
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If to Grantor:	Oregon Tourism Commission Attn: Grants Program Manager Address: 319 SW Washington Street, Suite 700 Portland, OR 97204 Telephone: (971) 717-6205 Email: grants@traveloregon.com
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Section 6.4 **Successors and Assigns.** Recipient may not assign this Grant Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of Grantor. This Grant Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

Section 6.5 Subgrants. Recipient may not subgrant any portion of the Grant without the prior written consent of Grantor. Notwithstanding an approved subgrant, Recipient shall remain fully responsible for the proper use of all Grant proceeds and for completion of the Project by the Project Completion Deadline. Recipient shall enter into a written agreement with each permitted subgrantee that describes the permitted use of the subgranted funds and requires the subgrantee to comply with the applicable portions of this Grant Agreement, including but not limited to, the record keeping and reporting requirements and auditing requirements set forth in Sections 3.6 and 3.7, as necessary to permit Recipient to satisfy its record keeping and reporting requirements and auditing requirements under this Grant Agreement.

Section 6.6 Governing Law, Jurisdiction, Venue. This Grant Agreement and the other Grant Documents shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Grant Agreement or the other Grant Documents must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in another Oregon county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

6.6.1 Federal Forum. Notwithstanding the preceding paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 6.7 Amendments; Prior Grant Agreements; Headings. This Grant Agreement may not be modified or amended except by an instrument in writing signed by Recipient and Grantor. This Grant Agreement taken together with the other Grant Documents reflect and set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings relating to such subject matter. The headings in this Grant Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.8 Validity; Severability. If any provision of this Grant Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Grant Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

Section 6.9 Exhibits. The exhibits to this Grant Agreement are, by this reference, incorporated into and deemed a part of this Grant Agreement as if they were fully set forth in the text hereof.

Section 6.10 Time of Essence. Time is of the essence of this Grant Agreement and each of the Grant Documents.

Section 6.11 **Relationship of the Parties.** Nothing contained in this Grant Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.12 **No Third Party Beneficiary Rights.** No person not a party to this Grant Agreement is an intended beneficiary of this Agreement, and no person not a party to this Grant Agreement shall have any right to enforce any term of this Agreement.

Section 6.13 **Conflicts of Interest.** While Recipient may enter into agreements with contractors, vendors, and other providers of goods and services (collectively, “**subagreements**”) for performance of the Project, Recipient shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

- i. An employee, officer, board member, trustee, or agent of the Recipient (“**Recipient Person**”);
- ii. A Recipient Person’s spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized representatives effective as of the date first above written.

GRANTOR:

STATE OF OREGON acting by and through
the **OREGON TOURISM COMMISSION**

By: Susan Bladholm

Name: Susan Bladholm

Title: Chief Administrative Officer

RECIPIENT:

City of St. Helens

By: 

Name: John Walsh

Title: City Administrator

EXHIBIT A

Project Description

SCOPE OF PROJECT

Recipient shall complete the following work as part of the Project:

Describe the project for which funding is requested.

Over the last decade, the City has been implementing long-range planning efforts to bring the community back to the St. Helens riverfront. In 2015, after extensive community engagement and involvement, the City purchased 22 acres of underutilized industrial property, re-zoned it for mixed-use development, acquired funding, and is developing the public infrastructure (streets and utilities) which will attract private reinvestment to enhance and expand the historic downtown with mixed-use buildings and a hotel. Columbia View Park, located in the heart of downtown St. Helens adjacent to the redevelopment property, serves as the community's living room, hosting summer concert series, movie nights, seasonal events, weddings, and recreation. Despite its name, and its central location along the Columbia River, there is incredibly poor access to the view and experience the natural views of the Columbia River within and around the park.

This project will fund the Riverwalk Project Phase I, which will develop and improve 420 feet of accessible public access to the Columbia River inside and outside of Columbia View Park. It includes a cantilevered overlook with stunning views of Mt. St. Helens, Mt. Hood, Sand Island and the public docks down below. An interpretive signage plan has been developed for cultural interpretation at key areas throughout the Riverwalk. The project includes lighting which is integrated into the overlook railing system and benches and concrete seat walls for resting. It has been designed to connect to additional accessible walking paths into the surrounding neighborhoods and downtown. The City is also investing in Columbia View Park improvements that will be constructed in conjunction with this project. The Columbia View Park improvements include expansion of the park, a new playground, a new amphitheater stage, a dancefloor, an elevated grassy berm for sitting and playing, and a new covered picnic pavilion. Future phases of the Riverwalk Project include improvements to approximately 3/4 of a mile of riverfront access with an in-water kayak launch, a rocky beach, concrete seat walls and cantilevered overlooks

Riverwalk Phase I is fully designed and permits have been received. The City is anticipating contractor selection to be complete by September 2023. Construction will begin in November 2023 with completion expected by November 2024.

This project aligns with Travel Oregon's biennial strategic priorities by increasing community livability by investing in the development of the Riverwalk, which aligns with Oregon's competitive advantage of outdoor recreation. It also will help develop and improve an existing tourism-related public space (Columbia View Park) which serves an underserved and under-resourced rural community. The project also centers around accessibility and inclusivity by utilizing the principals of universal design and meeting all accessibility requirements of the Americans with Disabilities Act (ADA).

Describe the need for your project and how it strengthens the community you work within.

The Travel Oregon funded portion of this project will focus primarily on ADA access to the Columbia River in rural St. Helens, Oregon. For years, public access to the Columbia River has been severely limited due to privately owned industrial lands. For the first time, the City controls the development of over 1.5 miles of Columbia River shoreline. Phase I of the Riverwalk Project will allow people of all abilities to experience the natural beauty of the Columbia River. Within the existing park (Columbia View Park) the Riverwalk Project connects to the existing public docks and to the County's walking path. In conjunction with the Riverwalk Project, the City is making extensive improvements to Columbia View Park with a new stage, playground, and picnic area. As with all capital projects, the project budget was developed by an engineer and cost estimator using the best research at the time of the estimate. In a post-COVID world, the reality of such a large capital project is that costs may escalate due to volatile material costs, which could result in bids that are higher than budgeted. If this occurs, the City will have to identify aspects of the project which can be removed from the project that do not jeopardize completing the overall project and the Oregon Parks & Recreation Department (OPRD) committed grant funding for the Riverwalk. One potential project component at risk of removal is the accessible connection from the Columbia View Park property to the County's riverfront walking path and accessible parking area. If this portion of the project is removed from the project, there will be no accessible route leading from the public docks and Riverwalk to the County's riverfront walking path and accessible parking area. This area been detailed on the plan sets. The location of the proposed ADA ramp is a highly sloped area which requires significant grading and an expensive concrete retaining wall to construct the ramp connection. Travel Oregon grant funding will ensure that the City can afford to construct a seamless ADA transition from the public courthouse docks to the Riverwalk in Columbia View Park to the County's riverfront walking path and accessible parking area. The City and OPRD-grant funded remainder of the Riverwalk Project is entirely ADA-accessible, all together comprising over 420 feet of public access along the water with overlooks, seating, lighting, and interpretive signage. The County's riverfront walking path adds approximately 400 more feet of walkable access along the river, for a total of 820 feet of accessible walking paths with stunning views of the river and marina down below. In addition, with the proposed ADA ramp, improved, seamless access is provided to the County ADA parking area and to the public docks which connect at the base of the proposed ADA ramp.

Describe how your organization would use these grant funds.

The design/engineering and permitting for this project are complete. The proof of permitting is included in the supplemental application materials, both with a letter from our environmental consultant indicating that our project is not required to receive an in-water permit from state/federal agencies and a letter from the City's Building Official indicating that all local permits have been reviewed and are ready to issue, subject to only the contractor selection. In addition to being complete with the design/engineering and permitting, the City has secured additional grant funding. The City has acquired two Oregon Parks & Recreation Department (OPRD) grants for the Riverwalk totaling \$838,000. The City also has committed cash funding of \$1.3 million to match this project, of which \$1 million is from Parks System Development Charges. The Travel Oregon funded portion of this project will focus on construction of approximately 50' linear feet of the Riverwalk which serves as the ADA-accessible route to the public docks and to the rest of the Riverwalk Project. This portion of the project has a steep slope (as pictured in the plan sets), but serves as an important connection from the Columbia View Park portion of the Riverwalk to the County-owned walking path. In order to construct

the walking path connection, due to the steep slopes, it requires a concrete retaining wall up to 7' high in some areas. The proposed ADA-accessible connection includes a 7' wide walkway, two sloped ramps of approximately 7% slope with a 5' landing in between them. The walkway includes handrails on both sides with added guard railing on the riverside of the walkway. Lastly, there is an approximately 1,162 sq. ft. of landscaped riverbank replanting below the walkway. This includes removal of invasive blackberry and other species, regrading beyond the retaining wall, and planting native species which will thrive at the varying levels of the river throughout the season. All project components identified have been indicated on the plan set elevations and in the budget detail. Grant system limits file size and amount, additional project details and plans can be provided if requested.

If you selected one or more of the four Travel Oregon biennial strategic priorities, please describe how your project aligns with/addresses the selected objective(s).

The overall Riverwalk Project will increase community livability by investing in outdoor recreation opportunities for our region (Strategy #1). Increasing access to the Columbia River throughout the County was identified in the Destination Ready Report from 2021-2022 funded by Travel Oregon. Columbia County has the longest shoreline along the length of the river and serves as a primary lure or "hub" as the report indicates. Improving access to the river with the Riverwalk Project will have ancillary benefits as identified as "spoke" experiences, such as Mainstreet downtown shopping and entertainment, the history museum, and other recreational experiences like camping, fishing, biking, and hiking in the County. This project also addresses Strategy #4 with the development new tourism-related facilities (a public space) which serves a historically and currently underserved and under-resourced community. St. Helens is a rural community of approximately 15,000 people, with Columbia County at around 50,000 people. Being located within the Greater Portland Regional Destination Management Organization, Columbia County and St. Helens is underserved and under-resourced when it comes to tourism investment. In addition to alignment with the Travel Oregon biennial strategic priorities, this project is supported by our local Destination Management Organization (housed within the Columbia Economic Team) who has provided a letter of support included in the supplemental portion of this application. As stated in our DMO's letter of support, this project "dovetails exceptionally with Travel Oregon's strategic priorities: Enhancing community livability, Aligning with Oregon's competitive advantage in outdoor recreation, and dramatically and meaningfully improving an existing visitor-centric public space, Columbia View Park, which serves as a vital community asset in an underserved and under-resourced rural community."

Describe how your project ensures accessibility and inclusion for the selected impacted communities.

This project will ensure accessibility and inclusion for people with physical disabilities, in particular, physical disabilities which do not allow climbing stairs. The site along the Columbia River in Columbia View Park is a challenging site topographically because it is steeply sloped towards the river, with large a "bowl-like" cut-out along the shoreline as shown in the existing conditions plan attached. This creates a design challenge when trying to develop a consistently wide, level pathway with only gentle slopes. The designers of the Riverwalk worked to develop an accessible route along the entire length of the Riverwalk Project, but there is a section of stairs just off the ramp off the public docks which leads into the park. This project will provide an alternative to the stairs and provide a seamless transition from the Riverwalk, to the public docks, to the County's riverfront walkway, and to

the accessible parking area. Instead of having to climb a set of stairs and leave the park to get to the County's riverfront walkway or to accessible parking area, users will be able to walk seamlessly from the Riverwalk along the shoreline to the County's riverfront walkway and to the accessible parking area. Without this critical accessible funding, this portion of the project may be removed from the project due to funding and budget constraints. The accessibility and inclusion component of this project is outlined in the attachments under the Optional Uploads titled "Plan Set" and "Plan Elevations." The Plan Set includes inset photos of the challenging topography of the existing conditions of the park and location for the proposed accessible walkway.

Was this project identified as an area of focus as the result of an assessment or planning process?

This project has been identified in multiple local long-range planning efforts, including plans created in collaboration with Travel Oregon. Most recently, the City conducted a Columbia County Destination Ready Report (September 2022) which highlighted increasing access to the waterfront as a top priority in the next one to two years (Page 7). It also highlighted community events and live music as a highlight of Columbia County. It states that "without argument, the Columbia River was identified as the County's primary lure as it is one of the state's iconic natural wonders. Columbia County has the longest shoreline along the river, and much of the history and culture of the area is linked to it." (Page 11). The Columbia River is key to the County's tourism success, and the St. Helens Riverwalk is the first step towards unlocking the County's tourism potential. Once visitors are lured into the Columbia River's recreation opportunities, the other "spokes" like Mainstreet downtown shopping, museums, camping, fishing, biking, etc. add to the experience (Page 11). Within the City's long-range planning efforts, the St. Helens Riverwalk is identified in the St. Helens Waterfront Redevelopment Framework Plan (2016) (page 23), the St. Helens Parks & Trails Master Plan (2015) (Page 96 & 108), and identified as a project for funding in the St. Helens Urban Renewal Plan (Amended in 2020) (page 7). All local planning processes, particularly the Waterfront Redevelopment Framework Plan, included extensive multi-year community engagement efforts, all of which resulted in strong support for developing public access to the river. Excerpts of these plans cited have been included in the supplemental section under "Optional Upload #1."

How will you measure the success of your project?

As indicated in other parts of this grant application, the design/engineering for this project is complete. Matching funds, both cash and grants, have been secured. Permits have been received. By the end of September 2023, the city will have bids from contractors in hand, and Council is anticipated to approve the contracts to move forward with the responsive lowest bidder by December 2023. Between October and December, the City will negotiate the contract, and if certain elements of the project are required to be cut because of higher than anticipated costs, this negotiation will occur during this timeframe. If the City receives a successful notice of award from Travel Oregon by November 15 as indicated in the grant guidelines, the City can ensure the ADA connection which is crucial to accessibility and connectivity, will not be cut from the project. The City will host a groundbreaking ceremony at the beginning of 2024, which Travel Oregon will be invited to attend. Construction will begin and be well underway by the first mid-term report is due in August 2024. It is anticipated that construction will be completed by November 2024, with a final ribbon cutting ceremony in the early Spring 2024. As required by the grant, by April 2025, the project final report will be submitted to Travel Oregon to close out the project.

Travel OR Grant Timeline St. Helens Riverwalk ADA Improvement

Date	Deliverable	Measure of Success
June 2023	Design/Engineering Complete	Final Design
August 2023	Permitting approved	Permits in hand
August 2023 - September 2023	Project out to bid	Bids in hand by Sept 29
November 2023	Travel Oregon Grant Notification	Grant funding received Contracts signed
October 2023 - December 2023	Contracting with selected contractor	Contracts signed: Notice to proceed given to contractor
December 2023 - January 2024	Groundbreaking	Groundbreaking celebration - Travel OR invited
January 2024	Construction begins	Regular inspections, Construction checkins
August 2024	Mid-Project report due	Submitted by August 15, 2024
November 2024	Construction completion Final walk-through/punchlist	Project completion Ribbon cutting ceremony
April 2025	Final Project Report due to Travel Oregon	Final Project report submitted by April 30, 2025

REPORTING REQUIREMENTS**Mid-Project Report Due August 15, 2024**

The Mid-Project Report requires an update on the status of the project and a current project budget to be submitted to Travel Oregon nine months after award notification.

Grant Accomplishment Report and Final Budget Due April 30, 2025


Project must be completed, and Grant Accomplishment Report submitted to Travel Oregon. The final budget along with copies of detailed project expenses (receipts) must be uploaded as part of the report. No further reimbursement will be provided after submission of the report.

EXHIBIT B:
Sources and Uses of Funding Budget

City of St. Helens Riverwalk Phase I					
INCOME - SOURCES					
		BUDGET		ACTUAL	
		Cash	In-Kind	Cash	In-Kind
<i>Grant Request (place in "Cash" column)</i>		\$100,000.00			
OTHER INCOME					
OPRD - LWCF Grant (SECURED-GRANT)		\$500,000.00			
OPRD - LGGP Grant (SECURED-GRANT)		\$338,000.00			
City Contributions (CASH SECURED)		\$1,318,950.00			
SUB TOTAL INCOME		\$2,256,950.00	\$0.00	\$0.00	\$0.00
TOTAL INCOME		\$2,256,950.00		\$0.00	
EXPENSES - USES					
		BUDGET		ACTUAL	
		Cash	In-Kind	Cash	In-Kind
1	RIVERWALK - ADA RAMP (45' LF): Concrete Retaining Wall up to 7' height	\$59,000.00			
2	RIVERWALK - ADA RAMP: Riverbank Replanting Slopes (1,171 sq. ft.)	\$6,500.00			
3	RIVERWALK - ADA RAMP: Concrete Paving & Base (246 sq. ft.)	\$5,000.00			
4	RIVERWALK - ADA RAMP: Site Preparation & Earthwork	\$6,500.00			
5	RIVERWALK - ADA RAMP: Guardrail with Handrail (Riverside) & Handrail (Inland side)	\$23,000.00			
6	RIVERWALK - SOUTH OF ADA RAMP (358' LF) Retaining walls, replanting, paving & base, site preparation & earthwork, handrail, guardrail, signage, lighting, furnishings, concrete seatwalls (SEE ATTACHMENT FOR DETAILED COSTS)	\$2,156,950.00			
7					
8					
9					
10					
11					
12					
13					
14					
15					
SUB TOTAL EXPENSES		\$2,256,950.00	\$0.00	\$0.00	\$0.00
TOTAL EXPENSES		\$2,256,950.00		\$0.00	

SIGNATURE CERTIFICATE

Item #7.





REFERENCE NUMBER

822066D3-288A-441C-9473-F3CABAE6F01C

TRANSACTION DETAILS	DOCUMENT DETAILS
<div>Reference Number</div> <div>822066D3-288A-441C-9473-F3CABAE6F01C</div> <div>Transaction Type</div> <div>Signature Request</div> <div>Sent At</div> <div>11/16/2023 10:54 EST</div> <div>Executed At</div> <div>11/21/2023 18:38 EST</div> <div>Identity Method</div> <div>email</div> <div>Distribution Method</div> <div>email</div> <div>Signed Checksum</div> <div>92198a7aa6718ad7ef3167aa0735d3f388c6325bf4803e64a59ec4382bf92448</div> <div>Signer Sequencing</div> <div>Enabled</div> <div>Document Passcode</div> <div>Disabled</div>	<div>Document Name</div> <div>100-1023GR - City of St Helens - Grant Agreement</div> <div>Filename</div> <div>100-1023GR_-_City_of_St_Helens_-_Grant_Agreement.pdf</div> <div>Pages</div> <div>17 pages</div> <div>Content Type</div> <div>application/pdf</div> <div>File Size</div> <div>1.18 MB</div> <div>Original Checksum</div> <div>278bd10d2e7347f8f85ac5a2439c30e67606f15dd17bd0907fa6d2028815dd3e</div>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<div>Name</div> <div>Susan</div> <div>Email</div> <div>susanb@traveloregon.com</div> <div>Signer Sequence</div> <div>1</div> <div>Components</div> <div>1</div>	<div>Status</div> <div>signed</div> <div>Multi-factor Digital Fingerprint Checksum</div> <div>14080976cf7e8ff6c7f64bf5897fe3b8e995105113a047028bc0550551ba3ca7</div> <div>IP Address</div> <div>67.160.136.194</div> <div>Device</div> <div>Microsoft Edge via Windows</div> <div>Typed Signature</div> <div></div> <div>Signature Reference ID</div> <div>1730E927</div>	<div>Viewed At</div> <div>11/21/2023 18:37 EST</div> <div>Identity Authenticated At</div> <div>11/21/2023 18:38 EST</div> <div>Signed At</div> <div>11/21/2023 18:38 EST</div>
<div>Name</div> <div>John</div> <div>Email</div> <div>jwalsh@sthelensoregon.gov</div> <div>Signer Sequence</div> <div>0</div> <div>Components</div> <div>2</div>	<div>Status</div> <div>signed</div> <div>Multi-factor Digital Fingerprint Checksum</div> <div>bf9eb631d6d205db47d29578f9fa070787906749863f62e3d48316cddb258348</div> <div>IP Address</div> <div>174.247.183.82</div> <div>Device</div> <div>Microsoft Edge via Windows</div> <div>Drawn Signature</div> <div></div> <div>Signature Reference ID</div> <div>82840E9A</div> <div>Signature Biometric Count</div> <div>2</div>	<div>Viewed At</div> <div>11/16/2023 23:41 EST</div> <div>Identity Authenticated At</div> <div>11/16/2023 23:52 EST</div> <div>Signed At</div> <div>11/16/2023 23:52 EST</div>

AUDITS

TIMESTAMP	AUDIT
11/16/2023 10:54 EST	Travel Oregon Grants (grants@traveloregon.com) created document '100-1023GR_-_City_of_St_Helens_-_Grant_Agreement.pdf' on Chrome via Windows from 73.67.247.29.
11/16/2023 10:54 EST	John (jwalsh@sthelensoregon.gov) was emailed a link to sign.
11/16/2023 23:40 EST	John (jwalsh@sthelensoregon.gov) viewed the document on Microsoft Edge via Windows from 174.247.183.82.
11/16/2023 23:40 EST	John (jwalsh@sthelensoregon.gov) viewed the document on Microsoft Edge via Windows from 3.234.51

TIMESTAMP	AUDIT	Item #7.
11/16/2023 23:41 EST	John (jwalsh@sthelensoregon.gov) viewed the document on Chrome via Windows from 23.81.71.168.	
11/16/2023 23:52 EST	John (jwalsh@sthelensoregon.gov) authenticated via email on Microsoft Edge via Windows from 174.247.183.82.	
11/16/2023 23:52 EST	John (jwalsh@sthelensoregon.gov) signed the document on Microsoft Edge via Windows from 174.247.183.82.	
11/16/2023 23:52 EST	Susan (susanb@traveloregon.com) was emailed a link to sign.	
11/21/2023 18:37 EST	Susan (susanb@traveloregon.com) viewed the document on Microsoft Edge via Windows from 67.160.136.194.	
11/21/2023 18:38 EST	Susan (susanb@traveloregon.com) authenticated via email on Microsoft Edge via Windows from 67.160.136.194.	
11/21/2023 18:38 EST	Susan (susanb@traveloregon.com) signed the document on Microsoft Edge via Windows from 67.160.136.194.	

City of St. Helens
Library Board
ACTION Minutes from Monday, October 9, 2023
 St. Helens Public Library via ZOOM

Members Present

Rob Dunn, Past Chair
 Ellen Jacobson
 Jana Mann, Chair
 Aaron Martin, Vice Chair
 Lynne Pettit
 Fatima Salas
 Jessica Sturdivant

Members Absent

Melisa Gaelrun-Maggi
 Diana Wiener

Guests

Councilors in Attendance

Staff Present

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



CALL MEETING TO ORDER: The meeting was called to order at 7:17 p.m. by Chair Mann.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: N/A

PREVIOUS MEETING MINUTES: Minutes from September 11, 2023, were reviewed and approved.

OLD BUSINESS: MISSION STATEMENT: Mission Statement subcommittee member Jacobson stated that the committee met prior to tonight's meeting and there will be a report at the next board meeting.

NEW BUSINESS: N/A

LIBRARY DIRECTOR'S REPORT: Director Bishop stated that Halloweentown is ramping up, and that so far parking spaces over by the Rec Center and the Cascade

parking lot seemed to be adequate. There were reportedly 20,000 people that came to the parade over the weekend and the library parking lot was in good shape the day after. The library will share a table at the Annual Kiwanis Day Breakers Children's Fair [October 28 from 10:00 am to 4:00 pm at McBride Elementary School] with the Rec Department as well as Columbia County Mental Health and the Northwest Regional Educational School District. We will hand out bookmarks and candy. The library will be present at this year's Columbia County Sheriff's Office Trunk or Treat event [October 29 from 5:00 pm to 8:00 pm at the St. Helens Middle School]. Last year there were approximately 400 participants and this year they are expecting 600. There is a costume dance party scheduled for October 25 from 3:30 pm to 5:30 pm. The library will be closed for Veteran's Day, November 10, the observed holiday, and November 11 for the actual holiday. The absence of janitorial services for the building is nearing a resolution. Kathy Payne and other staff at City Hall have been working hard finding a new service. Having a total of 37,390 visits to the building during the 2,350 hours that we were open in the last fiscal year creates a lot of wear and tear, so it is important to get back to cleaner, safer environment. We are noticing a huge increase in the number of people coming to get COVID tests right now. Library staff will receive training in the use of NARCAN at our October staff meeting. The training will be provided by Suzanne Beaupre from Columbia County Public Health. The Growing Rural Oregon (GRO) initiative is a five-year funding program for small business development. The GRO initiative will give the library \$1,000 per year for as many as three years to help purchase business databases. The library is also creating a small business resource area with the help of the GRO initiative that will include business materials as well as information from the GRO initiative and other community partners. Full-time library staff are cross training in the Makerspace to allow us to start offering some open hours. Director Bishop also had a conversation with someone at Business Oregon about a funding source that might help with future Makerspace staff funding. November 9, 2023, at 6:30 pm there will be a presentation on the history of artwork in Timberline Lodge. The Oregon State Library Board will be meeting here this Friday morning as part of their regular meeting rotation. Between July and September, we had 11,095 users of the building, and 7,739 patrons using library services which includes 3,762 books and audio books borrowed through Libby, and 1,483 logins through Freegal. About 1,100 visits were people using the building for meeting in the hallway, etc., which is in line with our strategic plan to make the Columbia Center a welcoming safe space for people. The statistics are very useful for answering questions from the public.

CITY COUNCILOR'S REPORT: N/A

OTHER BUSINESS: Member Pettit stated that the Friends of the St. Helens Public Library will have their fall book sale on Friday, October 20, from 10:00 am to 5:00 pm and Saturday from 9:00 am to 2:00 pm. The Garden Club will also have their sale during the Saturday hours. Chair Mann stated that National Novel Writer's Month (NaNoWriMo) will be starting soon and will use the library for individual writing time and the annual Midnight Write event.

SUMMARIZE ACTION ITEMS: Chair Mann stated the Mission Statement subcommittee

will continue to meet and report back to the board, Halloweentown is ongoing, Trunk or Treat is scheduled for October 29, the Children's Fair is scheduled for October 28, Director Bishop will continue to draft FAQs, and she will be meeting soon with the new City Council Liaison Russel Hubbard.

NEXT MEETING: The next regularly scheduled meeting will be Monday, November 13, 2023, at 7:15 p.m. via Zoom.

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

✂

Respectfully submitted by:

Library Board Secretary, Dan Dieter

2022-2023 Library Board Attendance Record

Item #8.

P=Present E=Excused Absence U=Unexcused Absence

Date	Dunn	Gaelrun-Maggi	Jacobson	Mann	Martin	Pettit	Salas	Sturdivant	Wiener
07-10-2023	P	P	P	P	P	P	P	P	U
08-14-2023	Canceled								
09-11-2023	P	P	P	P	P	P	P	P	P
10-09-2023	P	U	P	P	P	P	P	P	U
11-13-2023									
12-11-2023									
01-08-2024									
02-12-2024									
03-11-2024									
04-08-2024									
05-13-2024									
06-10-2024									



PARKS AND TRAILS COMMISSION

Monday, October 09, 2023 at 4:00 PM

APPROVED MINUTES

MEMBERS PRESENT

Chair Dana Lathrope
 Vice Chair Lynne Pettit
 Commissioner Jerry Belcher
 Commissioner Scott Jacobson
 Commissioner Brian Long
 Commissioner Lacey Tolles
 Commissioner Howard Blumenthal

MEMBERS ABSENT

Commissioner Jacob Woodruff
 Commissioner Paul Barlow

STAFF PRESENT

Brandon Sundeen, City Council
 Melisa Gaelrun-Maggi, Parks Administrative Assistant

CALL TO ORDER 4:00pm

APPROVAL OF MINUTES

1. Review of September Minutes

Edit by Commissioner Jacobson: Jacobson did not mean to come across as being against the pre-event meetings, he is just not fond of any verbal communication.

Motion made by Vice Chair Pettit to approve minutes. Seconded by Commissioner Jacobson.

Voted yea: Chair Dana Lathrope, Vice Chair Lynne Pettit, Commissioner Jerry Belcher, Commissioner Scott Jacobson, Commissioner Brian Long, Commissioner Lacey Tolles.

NEW BUSINESS

2 - Scappoose Bay Watershed - Rachell Meyers

Rachell Meyers wanted to talk a little about the work they do in the parks including invasive weed removal.

Belcher asked if they would be willing to help with invasive species that are not within the watershed boundaries. Rachell said that they do have plans to help with the Botanical Garden.

Blumenthal wanted to make sure she knew the appropriate season to spray for poison oak.

Pettit had questions about specifics items of the current IGA and if Rachell knew about the Parks & Rec split and the chain of command for getting things done.

Jacobson was wondering if she can give a monthly progress report to the commission. Rachell thought that was a bit much given the small budget project.

Pettit asked if there were any past reports from the Scappoose Watershed that they could forward to them as well as her contact information.

Belcher would like her to appear quarterly in person to give a report.

OLD BUSINESS**3 - Review Permit - Dana Lathrope**

Continuing to review Special Use Permit.

Lathrope would like to see barricades between the spectators and the street at large parades.

Next meeting the Commission is going to discuss their notes and make recommendations.

COUNCILOR'S REPORT

Councilor Sundeen reported that there has been a change for the expansion to Columbia View Park due to budget. There will be more news to come on what those changes will be.

The replica of the warrior rock lighthouse replica is going to be changed via a grant.

The Veterans Memorial changes are moved right along and on schedule to be done before the Veterans Day celebration. Sundeen is also hoping to have the Japanese gardens looking nice by that time.

He is still looking into renaming the Botanical Gardens, has found some ideas and would like to present them soon.

DISCUSSION ITEMS

Lathrope would like to invite the City Finance Director to the next meeting to clarify money usage.

Pettit found someone pulling weeds at Dalton Lake and told them it was "private property". She is also upset about the amount of garbage in the area.

Blumenthal reminded everyone of the clean-up event in Nob Hill on November 4th.

ADJOURNMENT 4:48pm



PLANNING COMMISSION

Tuesday, September 12, 2023, at 6:00 PM

APPROVED MINUTES

- Members Present:** Chair Dan Cary
 Vice Chair Jennifer Shoemaker
 Commissioner Ginny Carlson
 Commissioner Russ Hubbard
 Commissioner Russ Low
- Members Absent:** Commissioner Charles Castner
- Staff Present:** City Planner Jacob Graichen
 Associate Planner Jenny Dimsho
 Community Development Admin Assistant Christina Sullivan
 City Councilor Mark Gunderson
- Others:** Brady Preheim
 Jen Massey
 Jenni Gilbert
 Jane Garcia
 Steve Toschi
 S. Moore
 Dorinda Aschoff
 Jason Mills
 Adrienne Linton
 Thomas Peck
 Shauna Harrison

CALL TO ORDER & FLAG SALUTE

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

Toschi, Steve. Toschi was called to speak. Toschi expressed concern about the law placed on the commissions and boards from the City Council. He felt it placed an unfair burden on the Commission to make decisions that might be hard and was used to try to steer the Commission to move towards a political agenda. He said the Commission has a role and duty to make decisions that are fair and promote the health, safety, and welfare of the St. Helens citizens.

CONSENT AGENDA

A. Planning Commission Minutes Dated August 08, 2023

Motion: Upon Commissioner Hubbard's motion and Vice Chair Shoemaker's second, the Planning Commission unanimously approved the Draft Minutes dated August 8, 2023. [AYES: Vice Chair Shoemaker, Commissioner Hubbard, Commissioner Carlson, Commissioner Low; NAYS: None]

PUBLIC HEARING AGENDA (times are earliest start time)

B. 6:05 p.m. Variance and Lot Line Adjustment at 155 S 6th Street – Jason Mills

Chair Dan Cary opened the Public Hearing at 6:07 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 August 25, 2023. She shared that the applicant owns three individual lots and two of those lots have one single-family dwelling developed on them. She mentioned that the single-family dwelling was built over the lot line on the third lot. She said the reason was because of the topography and the steep slope behind the home.

She said the applicant would like to move the lot line south so that it meets the single-family dwelling setback requirement of five feet on the side and ten feet in the back.

She said the applicant located a property corner marker and that was what the measurements were based on. So, if the application was approved, there would be a requirement to have the property lines approved by a surveyor.

She also mentioned they look at lot dimensional standards and one of the requirements for this zoning district is that the lots minimum width is 50-feet. She said the applicant was proposing a 46-foot-wide lot, which is why a variance was required. She said there is an incredibly steep slope which creates a unique circumstance for development. She also said this was not self-imposed because the applicant did not build the home over the property line.

Mills, Jason. Applicant. Mills was called to speak. He said his goal was to keep it as a buildable lot. He was not sure how that would work since the lot is very steep. He said he was not sure what would be built there in the future, but he wanted to do the work ahead of time to make it easier if they did decide to sell or build.

In Favor

No one spoke in favor of the application.

Neutral

No one spoke in neutral of the application.

In Opposition

Schmidt, John. Schmidt lives at 175 South 6th Street. He was not in favor of this property being separated because he did not want to see more dwellings built on this street. He said the traffic was already heavy and he did not wish to see more.

Rebuttal

Mills, Jason. Applicant. He said he had already spoken with his neighbors about what he planned to do if it was approved. He said there was still a requirement for a survey to be done and he was willing to talk more with his neighbors to not create more traffic in their area.

End of Oral Testimony

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

Close of Public Hearing & Record**Deliberations**

Vice Chair Shoemaker said she did not see a 46-foot lot as an issue as there are many in the area that are like that.

The Commission felt this was a very straight-forward decision.

Motion: Upon Vice Chair Shoemaker's motion and Commissioner Carlson's second, the Planning Commission unanimously approved the Variance and Lot Line Adjustment as recommended by staff. [AYES: Vice Chair Shoemaker, Commissioner Carlson, Commissioner Hubbard, Commissioner Low; NAYS: None]

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

C. **6:30 p.m. Comprehensive Plan and Zoning Map Amendment at 58646 McNulty Way – Columbia Mental Health**

Chair Dan Cary opened the Public Hearing at 6:30 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Dimsho presented the staff report dated August 25, 2023. She shared where the subject property was located. She mentioned that most of the development on the property had occurred post-2003 to current. She said they sent out notices to all the utilities and Columbia County said they didn't have any concerns with this zone change and that Gable Road in this location was a City-owned street.

She said zone changes require them to look at statewide planning goal compliance and she shared some of the relevant codes. She said the request of the applicant was to turn a Light Industrial area into General Commercial. She said they compared the Economic Opportunities Analysis to see if the rezone would affect their industrial lands. She mentioned the EOA, in 2008, concluded that there was a surplus of industrial lands. She said since 2008 they have rezoned some of the industrial land to other zone types, but still had 52 acres of "extra" industrial land which would be enough to support the rezoning of this property. She also mentioned the EOA found there was a shortage of Commercial lands.

She said they also look at the applicable Comprehensive Plan Policies. She highlighted the Light Industrial and General Commercial comprehensive policies to support the rezoning of this property. She said they encourage the development of general commercial in that area. She mentioned Gable Road was very accessible, highly trafficked, and there are several other areas abutting the property that are General Commercial.

She discussed the existing uses of the site. She said currently they are using their space for offices, which is an allowed use in the General Commercial zone, but not in the Light Industrial zone. She said this was the main reason the applicant looked to change the zoning, because any office expansion on this site would not be allowed without the change.

She also shared that traffic impact to the area would need to be considered when there is a possible zone change, and how it will affect the area. She said the applicant hired a traffic engineer who provided a detailed memo for a review. There was a focus on the larger parcel for future development, since the smaller parcel is already built out. They generated a trip cap which would allow them to comply with the Transportation Planning Rule (TPR) which was many more trips than they expect their future daily trips to be.

Jacobsen, Todd. Applicant. Jacobsen is the Director of Columbia Community Mental Health. He shared that community mental health for the area should serve residents of all Columbia County. He said they are working to increase their services as the mental health crisis increases in the community and within the state. He emphasized that they did not have any intent in creating a large complex on their property. He said what they proposed to develop was a Shelter in Care programs that were intended to help prevent homelessness. He said they would only serve Columbia County residents. He said the traffic cap that was highlighted by the traffic engineer memo was a high number, and they did

not think the staff and small number of individuals who would participate in the program would not come close to the cap given. He mentioned the reason behind wanting to expand was because they had received Oregon Health Authority grant funds that are based on these types of facilities to expand their care.

Petersen, Al. Applicant. Petersen is the architect for the project. He said the way the development code is written, they will be required, when submitting permits, to do a transportation traffic analysis. He said instead of doing it twice, they hired a traffic engineer to do a study ahead of time, with real scenarios based on what they plan to build. He also said the proposed development is a form of non-traditional housing. He said he compared what they plan to develop to the St. Helens Housing Needs Analysis, and it showed a deficiency in this type of housing.

In Favor

No one spoke in favor of the application.

Neutral

Toschi, Steve. Toschi was called to speak. He said he thought the area for the proposed zone change looked like spot zoning. He said the general area and how it was being developed was primarily light industrial. He said the type of use the applicant proposed did not seem to fit the description of what is allowed in a General Commercial Zone.

Massey, Jennifer. Massey was called to speak. She expressed concern about this property being developed into something residential. She said the County did not have enough law enforcement and was concerned there would not be enough to cover more people being moved in, especially for individuals who struggle with drug addiction or mental health. She wanted to know how the City could take on more people when the people who maintain public safety are already stretched so thin.

In Opposition

Moore, Sabrina. Moore is a neighboring property owner. She said with a zone change, despite what the applicant promises, it would allow them to do whatever that zone allows for them to build. So even if they promise small facility, they could build larger. She mentioned that the areas surrounding the property are all Light Industrial zone and wanted the Commission to consider that historically it has always been Light Industrial zone. She also said the area has potential for more growth with the Light Industrial zone. She is also not a fan of the type of development that would bring in those with mental health and drug addictions to the area. She said it creates more crime and property damage. She shared multiple incidents where there had been random people on her property from the applicant's facility who were caught using drugs or in areas they were not supposed to be in. She was also concerned about the sewer and said they were not serviced by City sewer and the septic system was already at capacity.

Preheim, Brady. Preheim was called to speak. He said even though he was sympathetic to the housing crisis, he did not agree with adding additional people being moved into that area because of the already large residential facilities across the street. He did mention the sewer capacity would be an issue because of the already full septic system. He said Light Industrial brings in money for the City and the residential properties on commercial lots do not contribute to revenue. He said this will burden the citizens of the City by bringing in more residents who need so much care.

Harrison, Shauna. Harrison was called to speak. She expressed concern that allowing this type of change would deter any future industries from developing near the proposed property. She said there was a need for more jobs and that what they planned to develop there could cause safety concerns for future developers. She felt that what the applicant planned to build there would be a financial burden

to the citizens of St. Helens and without the zone change, the applicant could not build what they hope to as it would not be an approved use for that light industrial zone.

Rebuttal

Petersen, Al. Applicant. Petersen was called to speak. He wanted to clarify what the applicant proposed to build there was an appropriate use if the zone was changed to General Commercial. He said they are already working with a traffic engineer and when a design is prepared, they will do a traffic analysis as required. He said the safety issues of the design would be dealt with after the design is completed, but they can not do that until the zone change is made. He said the applicant would like to make their property into a campus to do the same type of work they have already been doing.

End of Oral Testimony

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

Close of Public Hearing & Record

Deliberations

Commissioner Ginny Carlson said with the amount of change happening on that corner, she thought changing to a General Commercial zone was moving in the right direction.

Commissioner Russ Hubbard said he still felt like there was a shortage of Light Industrial properties and he did not agree with changing this zone. He said he would like to see more business move into the area, and if all the properties go away, that will not happen. He said these small properties could provide an opportunity for smaller business to come to town and he felt that small business is the direction our town was headed.

There was a small discussion on the traffic and the number of trips to be made to this site.

There was a discussion on what zoning is most appropriate for the area and possibly making a split zone for the property.

Vice Chair Shoemaker said she agreed with Commissioner Hubbard about keeping the property as Light Industrial. She said even at half of the capacity for the site, that would still be about 500 vehicle trips a day and that would be challenging. She said Gable Road is already a nightmare with traffic. She did say this was a gateway to the City and would like to see the area cleaned up, so that it gave a better reflection of St. Helens. She agreed that small industrial sites were the route our city was headed and was not in favor of the zone change.

Chair Cary shared he thought the applicant needed to have more use of their campus. He said even though they were not discussing the particular use of the property that the applicant was proposing for the future, he felt the proposed use of the property for the future was really needed to help the health of the City. He said he was in favor of the zone change.

Commissioner Low said he did not disagree with the idea or the need for more help for mental health services in the community, but he was not a fan of losing more Light Industrial property. He said he was not in favor of the zoning change.

Commissioner Carlson made a motion to recommend a split zone option. There was not a second, so the motion failed.

Motion: Upon Commissioner Hubbard's motion and Vice Chair Shoemaker's second, the Planning Commission recommended to the City Council to deny the zone change based on the need to retain

industrial lands. [AYES: Vice Chair Shoemaker, Commissioner Hubbard, Commissioner Low; NAYS: Commissioner Carlson]

D. 7:30 p.m. Conditional Use Permit, Sensitive Lands Permit (x2), & Sign Permit at southeast corner of the Old Portland Road / Kaster Road intersection for new police station – City of St. Helens

Chair Dan Cary opened the Public Hearing at 8:02 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Toschi expressed his concern that there was an issue with Commissioner Carlson because she was on the City Council during the selection of the site, and possibly two other Commissioners who served on the Ad Hoc committee for the selection of the site.

The Commission discussed the concern and determined that no one had any conflicts of interest or bias in the matter.

City Planner Jacob Graichen presented the staff report dated August 30, 2023. Graichen shared where the existing Police Station is located and the location of where the City plans to build a new police station.

Graichen shared some history on the police station, including how old the building is and that it currently is not able to house the officers we have or provide the appropriate amount of storage and security required for the growth of the police force. He also mentioned that because of some of these deficiencies, it has made it an issue for the Police Chief to obtain grant funding related to policing..

He showed the subject property and where the proposed building would be placed on that lot. He said the proposed site was irregular in shape and surrounded by public rights of way. He did say that only two of those rights-of-way were developed, but not completely with sidewalks and curbs.

He showed that there was a rock bluff and wetland area on the site with a 50-foot upland protection zone.

He discussed the portion of the site where the flood boundaries are located as identified by the flood maps. He shared that a portion of the site was in the 500-year and 100-year flood plain. He said that the portion closest to Old Portland Road was the side of the property proposed to be developed and the opposite side closer to the wetland area was the portion that would be used for expansion in the future. He explained that Milton Creek flows southeast into the Multnomah Channel and what the flood maps show is when the creek encounters some of our roads and bridges, it creates a mushroom (or dam) effect. He showed where that happens along Columbia River Highway and where the same happens along Old Portland Road where the subject property is located. He also discussed some of the flooding that happens not associated with the creek or the channel. He said McCormick Park is the greater flood plain area not associated with the river, and he noted how some of that mushroom effect extends past the subject property up Old Portland Road. He also showed that it is up to S. 15th Street where there is a secondary access proposed that is unencumbered by flood waters to the subject property. Graichen said they hired a hydrologist, and they confirmed the pattern of floods to that property. As part of the study, there was a possibility to amend the map if there was better data provided than the model used and apply through FEMA, but he said after the study, the flood area could potentially be worse and add more 500-year flood area to the proposed property, so they did not move forward with remapping the area.

Graichen showed the placement of the police station and how it was laid out on the flood map. He noted that the flood maps are for insurance purposes and not just for development purposes. For development purposes, the flood line on the map is an approximation. He showed the flood boundaries, and that the 100-year flood plain is just about touching the west most side of the building

and the proposed building is mostly encumbered by the 500-year flood plain. He shared some information about the flood depth over Old Portland Road and Kaster Road and could end up being a serious water situation.

He also noted there was no other access to the street network other than Old Portland Road and Kaster Road. So, if they went further down Kaster Road there was no outlet to the street grid. He said the Industrial Park plan does have an access connection to S. 10th Street, but there is nothing forecasted as to when that will be developed.

Graichen talked about how the police station is considered a public safety facility and the proposed property district requires a Conditional Use Permit. He shared there were several criteria to meet the conditions for approval of a Conditional Use Permit, but the one that was most important to note was site suitability. It considers size, shape, location, topography, and natural features. They would consider if the use of this building for this property made sense based on those characteristics.

He mentioned when you look at flood policy, the police station is a type of critical facility. He said in the flood language that a critical facility is one that, in even a slight chance of flooding, might be too great, and they would need to consider if the City had done enough to mitigate some of the potential hazard to move forward with this location. He mentioned there is also an alternative sites analysis component to consider.

He also said something to consider is having access that is elevated from a flood standpoint. He said it was not practical to elevate the access from Old Portland Road and Kaster five feet (the approximate assumed flood depth over the streets). But he did say there was a route using the subject property that avoided the mapped flood area.

Graichen discussed the alternative site analysis which resulted in this proposed property selection. He shared there was a three-phase approach to narrowing down which site to choose. He said they started with about ten locations and narrowed it down. He shared the different sites considered and why they did or did not move forward into the next phase two.

He shared phase two of the selection process was a little more in depth and the consultant team used a site scoring system with 18 different categories to consider and score the different sites that moved forward to phase two. He said the scoring was used to elicit more discussion around the properties, not necessarily to rank them. But if used by rank, the subject property was third place in the lineup of four.

He said that phase three was when the subject properties were brought before the City Council and they were asked to decide which property to move forward with. . Graichen mentioned there was some input from the police chief which was channeling input from some of the officers. He said the police chief took broke the issue down to four components and shared with the City Council why the site was suitable for the police.

He shared the rendering and the site plan of the proposed building. He talked about the 7th Street right of way that was vacated and no longer exists. He said one of the stipulations for that was obtaining an easement for power for the Columbia River PUD. The site plan shows those power poles still in place. It also depicts the wetland buffer and the protection zones. He mentioned there was little impact to the wetland protection zone for the secondary access. He mentioned where it was proposed to be impacted was a good place, as there was already preexisting impact in that location.

He shared about the parking and how some of it was secured parking and some that was open to the public. He did say this proposed location, there was no additional street parking, and the only overflow parking would be across the street (at 1810 Old Portland Road). He also discussed the frontage improvements and if it was justified for this project. He said there was a roundabout proposed to be built at the Old Portland Road/Kaster Road intersection as part of the future transportation plan, so the

curbs and sidewalks required for this development could be different. Staff recommended leaving the frontage area near the proposed roundabout for a future improvement, but requiring frontage along the remainder of the subject property instead.

He discussed how the City worked to mitigate the flood issues. He said the building itself would be built up at least two feet above grade. He also discussed the flood impacts to the main access and to the street. He discussed his conversation with the Fire Marshall about emergency vehicle access and how that was incorporated into the plans.

He also talked about the ability for this police station to expand. He said they needed to be picky about access to maximize the expansion potential. He said it should be feasible for future upgrades or expansion to the building and need for growth.

Greenway, Brian. Applicant. Greenway is the Police Chief for St. Helens. He said this location was selected and unanimously approved through the City Council. He said the Ad Hoc committee that helped narrow down the locations were also active and participated in the site location as well. He talked about the current location of the police station and said the property does not have the ability to expand which is why they needed to move to a different area to prepare for growth in the City. He said the other locations considered were on the outskirts of the city and they felt it better to be in a more prominent location.. He said it should be easily accessible by the community and easy to find. He said one of the major reasons they selected this location was because of the trains. They said this location allows them to have different access points to traverse through to Highway 30.

Varricchione, Brian. Applicant. Varricchione works for Mackenzie, the architect for the project. He shared some of the information about the inadequacies of the existing police station. He said the conditions recommended for approval seemed appropriate and something the applicant would be able to meet. He explained why the access was off Kaster Road and far enough away from the future roundabout that could be built there. He said the back (secondary) access from the wetland area would be gated and secure and not used by the public. He shared there was additional space to add more storage or space for vehicles in the back of the building. He said the topography is designed to drain to the east of the property into a storm facility with sediment and vegetation. He said the building would be elevated more than two-feet above the flood plain. He also shared that the secondary access would not be used on a regular basis and that the road narrows to about 15-feet width in a small section. He said the Fire Marshall did not have concern over the narrow portion of the 2nd access road.

Peck, Thomas. Applicant. Peck works for Mackenzie, the architect for the project. He said there were a lot of considerations that have gone into developing the site and the building for this location. He said he wanted to share more about celebrating the building and making it easily viewed and having clear discernable access to the facility. He said this consideration is why it was placed in the location the way it was. He shared the design elements of the building including the color and the materials that were selected.

There was a discussion prompted by the commission about the timing of this permit .

In Favor

No one spoke in favor of the application.

Neutral

Aschoff, Dorinda. Aschoff was called to speak. She said the police have always been available to help and are on standby and she said if the police need a new facility, she did not mind her tax money going towards it.

In Opposition

Preheim, Brady. Preheim was called to speak. He said he did not think they needed a new police station, but rather the current station needed a remodel and storage which would be more affordable. He also said they need law enforcement officers first before building a huge police station that the city cannot afford. He said with the current climate change and amount of weather phenomenon happening, the 100-year and 500-year flood plain were not likely an accurate measure. He said critical facility sites are not allowed to be in a flood plain period and they have already wasted so much money on designing the huge facility in a poor location. He said there had to be a better solution. He also said the amount of work that was already being done to the site implies there is a political pressure to push this decision through without taking into consideration the health and safety of the citizens and he asked the Commission to say no and not allow the disaster to move forward.

Toschi, Steve. Toschi was called to speak. Toschi said he thought for the type of meeting this was and how important of a decision it was meant to be, he thought the findings that the Commission were just brushed over. He wanted to be sure the criteria were all brought up to be able to approve this Conditional Use Permit. He shared about some of the recent weather disasters that had happened throughout the nation and how the lack of coordination between emergency services made the situation worse. He did not want this to happen in St. Helens. He said that there should never be an option considered where our emergency responders are hampered from being able to respond in a timely fashion, or at all, because that is when people die. He said that is why placing a critical facility in a flood zone is such an important criterion to consider when deciding if this location is appropriate. He said the State created statutory law to keep critical facilities out of the flood zones to protect the health and safety of people. He said they had cities adopt statutory framework around these laws for the same purpose and it was the Commissions job to uphold these even if there is political pressure. He shared some of the criteria from the Development Code Flood chapter and said the Commission needed to consider those criteria. To approve a critical facility in this location, they would have to find that this new critical facility could only be built at the proposed location if there was no other feasible alternative site available. He said the City had the burden to prove that there was no other suitable site available and in fact, there were many sites that were viable alternatives.

Rebuttal

Greenway, Brian. He said they were not talking about the need for the police station, they were to consider the location. He said the police do not usually sit in the police station, but are out in the public and community. He said the police will go to where they are needed. He also said he felt the secondary access was wide enough to get out if needed.

Varricchione, Brian. He discussed the provision in the development code to critical facilities. He said that technically since this building was outside the special flood zone area, that particular provision of the code did not apply to this building. He said even though the building is not subject to this portion of the code, it was still designed as if it was to meet all the criteria for elevating it out of the flood zone.

End of Oral Testimony

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

Close of Public Hearing & Record

Deliberations

Commissioner Russ Low said he felt it was late in the game for them to be discussing the flood zone aspects of the location. He said he felt they were put in a position with no positive solution. He said he felt the alternative access road should be widened. If it were a two-lane road, it would make it more accessible. Otherwise, he felt problems would arise in an emergency, especially in a flood.

Vice Chair Shoemaker said she was part of the Ad Hoc committee who helped select the location. She said they clearly need a new facility and supports law enforcement but feels duped that the flood issues were glazed over during the selection process and were hardly mentioned. She said that even with the building not in the flood zone, if you cannot get to it because of flood waters, that is a problem. She also said with all the recent catastrophic weather events, she was not surprised that a flood map change may worsen the flood conditions in that area. She also said when the committee was looking at different locations in the beginning, there was no discussion on the line from the code that said if no other viable alternative exists. She also said the City should be held to the same standards for frontage improvements that they enforce on other developers.

Commissioner Hubbard said he was also on the Ad Hoc committee and there were other locations that were better suited for the police station. But when he brought up those locations, they were turned down quickly by the previous City employee who was managing the project. He also said he was brushed off when he had questions about the flood zone and told to talk to the Planning Department. He said if one person is compromised because there is a flood, and the police cannot do their job, the Planning Commission did not do their job.

Commissioner Carlson also said when she was on the City Council during the beginning of the selection process, she felt that some of the alternative sites were better locations and said the flood zone issues were never mentioned when considering the proposed site.

There was a small discussion about alternative access and whether it was a suitable solution for the site being in a flood zone.

The Commission discussed the other locations that were considered.

Motion: Upon Commissioner Hubbard's motion and Commissioner Carlson's second, the Planning Commission unanimously denied the Conditional Use Permit, Sensitive Lands Permit (x2), and Sign Permit based on the flood hazards in the area. [AYES: Vice Chair Shoemaker, Commissioner Carlson, Commissioner Hubbard, Commissioner Low; NAYS: None]

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

DISCUSSION ITEMS

E. Architectural Review at 71 Cowlitz Street (The Klondike Tavern)

Associate Planner Dimsho mentioned at the last meeting they tried to discuss this item, but the Commission had a lot of questions for the applicant.

Holcombe Waller is the owner of the Klondike Tavern and shared what the changes were to the design. He said they wanted to move to a more direct solution for ADA access that did not involve an exterior wheelchair lift. They would be building a ramp down to a future elevator instead. He said they would expedite the elevator phase. Dimsho mentioned this elevator would create access to the hotel as well for luggage, strollers, and other items that would be difficult to take up stairs. This change would streamline access to all levels.

Waller also shared the changes he made to the lower level for future usable space. He said to prepare for that, they added a window and a door to the elevation that would use historic materials. He also said they added permanent accordion type windows to make the patio area usable during the inclement seasons. He said they would also meet the historic guidelines.

He also shared the design for the banister and enclosure of the porch and how it would match the waterline of the building and use the same columns and a tongue and groove style for the siding. They wanted to match the existing architectural elements.

There was a small discussion about how the restaurant would be servicing the patio.

Waller shared how the service window would not be a slider, but an inswing window for service.

Motion: Upon Commissioner Shoemaker's motion and Commissioner Carlson's second, the Planning Commission unanimously recommended that the application, as revised, complies with the architectural guidelines. [AYES: Vice Chair Shoemaker, Commissioner Carlson, Commissioner Hubbard, Commissioner Low; NAYS: None]

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

- F. Temporary Sign Permit at 2100 Block of Columbia Blvd – Columbia County Fairgrounds
- G. Temporary Sign Permit at 2100 Block of Columbia Blvd – The Big Halloween Parade
- H. Lot Line Adjustment at 821 Columbia Blvd & 115 S 8th Street – Ryan Holmes & Joel Warner

There was no discussion on the Planning Director Decisions.

PLANNING DEPARTMENT ACTIVITY REPORT

- I. Planning Department Activity Report – August

Graichen said Broadleaf Arbor were continuing to move along and get more buildings occupied.

There was a small discussion about the sidewalk and crosswalk put in near this project.

PROACTIVE ITEMS

- J. Architectural Standards

There was no discussion on the proactive items.

FOR YOUR INFORMATION ITEMS

Dimsho said in the original CLG Grant decision they forgot to pick a back-up project. She said she looked at all their scores and the second-place project were tied between the Columbia County clock tower and the Klondike Tavern restaurant project. She mentioned what was happening with the first-place project was they had to work with the insurance company and were struggling to get the restoration contractor to comply with the historic preservation guidelines and there was a deadline. Commissioner Shoemaker said she was willing to move towards the Klondike Tavern as her second choice because they had shown they had the funding to match. The Commission decided the second-place project should be the Klondike Tavern.

There was a small discussion about the property located on Grey Cliffs Drive abutting the east side of the botanical gardens. Graichen mentioned they had a pre-application meeting with the new owners, and they were discussing partitioning it. He said it would be a similar situation to the Belton Road project because of the narrow road.

Graichen also mentioned the Joint City Council and Planning Commission Meeting was cancelled for this month.

Graichen shared they had three candidates for the Planning Commission vacancy, and it dropped down to two. The interview committee recommended approval of David Rosengard to be the new appointment. Vice Chair Shoemaker said there was a clear difference in application and interview. She

said he had a strong background in historical presentation and was very well prepared and engaging. Commissioner Hubbard agreed with Vice Chair Shoemaker.

Motion: Upon Commissioner Carlson's motion and Commissioner Hubbard's second, the Planning Commission unanimously recommended to the City Council appointment of David Rosengard to the vacant Planning Commission seat. [AYES: Vice Chair Shoemaker, Commissioner Carlson, Commissioner Hubbard, Commissioner Low; NAYS: None]

Councilor Gundersen wanted to make sure the Commission feels they could make decisions without political pressure from the Council.

Commissioner Carlson asked questions about the parks and why there was no green grass and long-term shrubs being kept alive. She asked Councilor Gundersen if these were being prioritized. She said the city should take pride in their land and be good stewards of their properties. Councilor Gundersen said he agreed and understood her concern.

ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 10:46 p.m.

Respectfully submitted,

*Christina Sullivan
Community Development Administrative Assistant*

City of St. Helens
Consent Agenda for Approval
CITY COUNCIL MINUTES

Presented for approval on this 6th day of December, 2023 are the following Council minutes:

2023

- Work Session, Executive Session, and Regular Session Minutes dated November 1, 2023

After Approval of Council Minutes:

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



COUNCIL WORK SESSION

Wednesday, November 01, 2023

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator	Brian Greenway, Police Chief
Kathy Payne, City Recorder	Joe Hogue, Police Lieutenant
Lisa Scholl, Deputy City Recorder	Matt Smith, Police Corporal Detective
Gloria Butsch, Finance Director	Bill Monohan, Contracted City Attorney
Suzanne Bishop, Library Director	Tina Curry, Contracted Event Coordinator

OTHERS

Steve Topaz	Brady Preheim
Autumn	JB
Ron Trommlitz	Steve Toschi
Drew Layda	Stephanie Patterson
Rachael Toschi	Jennifer Massey

CALL WORK SESSION TO ORDER – 2:00 pm

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

- ◆ Ron Trommlitz. Mr. Trommlitz spoke about filing a public records request regarding water loss of the 2-million-gallon reservoir, the June 2016 water report, Kennedy Jenks' rehabilitation plan for the reservoir, WPI's completed work increasing the leaking to 74,000 gallons a day, the City's hiring Bear Investigation to determine the source of the leakage, and the visual inspection results.
- ◆ Brady Preheim. Mr. Preheim talked about integrity and the Council approving of two people on the Planning Commission who have both publicly lied. Last week, Mayor Scholl and City Administrator Walsh tried to say the dirt that arrived was not there for the police station. The Police Chief attacked a citizen saying he did not know about the Halloween parade, which is not true. Emails show St. Helens Police were contacted about the parade as far back as June.
- ◆ Steve Topaz. Mr. Topaz commended the Recorder for the October 18 work session minutes accurately reflecting his comments. He asked when the Spirit of Halloweentown event report would be available. The placement of the police station did not follow federal guidelines. He asked if the violation would prevent the City from accessing federal monies. He spoke about the negative aspects and potential benefits of the proposal of a solar manufacturer development using St. Helens mill sites including that the sites were heavily contaminated which would make the building

of a cleanroom facility extremely difficult. The mill site was owned by the grow facility, and he addressed problems around the sale.

- ◆ Tina Curry. Ms. Curry thanked everybody involved in Spirit of Halloweentown including Public Works, the Kiwanis, volunteers, etc., and noted parking was a challenge. She announced Christmas Ships would be held on December 9, possibly with a community event in the tent on the waterfront. She asked if the Council would want to do so and leave the tent up until probably just after December 9, noting the Plaza is still muddy.
- ◆ Steve Toschi. He stated he applied to be on the Budget Committee which would soon have their quarterly report and spoke of one of his largest concerns about current budgeting which was the expectation of a lot of revenue for charges for services and grants when it comes to funding the police and the General Fund, suggesting the Council ask the Finance Director how realistic was it that the budget goal of \$7.6 million for charges for services and grants of \$811,000 would be reached by the end of quarter four.

DISCUSSION TOPICS

1. Police Department Semi-Annual Report - *Chief Brian Greenway & Lt. Joe Hogue*

Chief Brian Greenway and Lieutenant Joe Hogue presented via PowerPoint the Police Department semi-annual report, a copy of which was included in the archive packet for this meeting. Key items addressed were public safety, detective investigations data, new K9 officer Jax, a large quantity of fentanyl removed from the community, and community partnerships and events. They noted effective today, they were down to one detective. Detectives rewrote and sought co-sponsors for a stalking law to go to the February 2024 short legislative session which would update the language to include tracking devices.

Mayor Scholl congratulated Lieutenant Hogue for receiving the FBI award for his work with youth and acknowledged the hard work of the Police Department.

Councilor Sundeen thanked the Police Department for all they do.

2. Finance Division 2023/2024 1st Quarter Report - *Finance Director Gloria Butsch*

Finance Director Gloria Butsch reviewed the 2023/2024 1st Quarter report which was included in the archive packet for this meeting and mostly focused on the significant major operating funds of the General Fund, Water Fund, Sewer Fund, and Storm Fund. She addressed the beginning fund balance, the Police Department's materials and services being over the 25 percent mark in the General Fund, which would necessitate a budget revision, General Support Services, and how best practices were not to spend on grants until they were received.

Questions from the Council were addressed as follows:

- Contingencies were set aside for unexpected needs to appropriate additional monies which would require a budget revision in order to spend. Unappropriated funds could not be spent because the City had not budgeted them in any way.
- Other than what was discussed in the budget meeting, Ms. Butsch was not aware of any additional shortfalls that reduced any City departments, police included.

Mayor Scholl said this year's budget was still looking good, but next year's would be in flux with Cascades leaving. Ms. Butsch said staff was gathering information to know what the impacts would be, some of which would be felt in the second half of the current fiscal year.

3. Review Proposed Amendments to Custodian Job Description - *City Administrator John Walsh*

City Administrator John Walsh reviewed the proposed amendments to the Custodian job description, a copy of which was included in the archive packet for this meeting. Contract services had been unreliable, and not enough interest was shown when the City tried part-time services. Staff proposed creating a full-time custodial position that would report to Facilities Maintenance and be paid from General Support Services. Staff had negotiated the position and work conditions with the union, and everything was good to go.

Key discussion items regarding the Custodian position were as follows:

- Mayor Scholl believed with the security issues with some of the City's area, doing an internal background check was a good idea.
- Mr. Walsh added that it should be a neutral impact on the budget since the City was moving from contractor to full-time employee.
- Councilor Hubbard noted contractors need to be supervised. Mr. Walsh said the City was unable to get people to pass background checks or they start and then they quit.
- Mr. Walsh clarified that for some of the bigger components of annual maintenance, the City would bring somebody in additionally.
- City Recorder Kathy Payne noted that staff would allow for some flexibility with schedules and responsibilities if there was too much in the job description for them to do within a 40-hour timeframe. Council President Chilton replied if the Custodian would do less, their pay should probably change as well.
- Mayor Scholl noted contractors may not meet security standards and even if they do, if they fall ill, replacements may not be able to pass a background check or they would wait for the City to complete the background check.
- Ms. Payne clarified that the contract the City was paying was \$6,500 a month and Step 1 for the Custodian position was starting out at about \$3,500 per month. Ms. Butsch added that typically a full-time employee's benefits and taxes were about 75 to 80 percent of their salary which means the full-time employee cost would be relatively close to the contractor cost.
- Ms. Payne noted that for the proposed salary on the resolution tonight, she did an informal poll of other cities to see what they paid and presented them to John and to AFSCME. All three agreed on the scale in the resolution.

4. Report from City Administrator John Walsh

Mr. Walsh provided his report. Key highlights were as follows:

- Staff was very busy with the closure of Cascades, who provided their 60-day notice to terminate the lease, intending to be out by the end of the year. He elaborated on how the closure would impact the budget. Mayor Scholl pointed out the need for someone to maintain the site which would require leaving some power on, etc.
 - Project Sprint was encouraging with a lot of opportunities for jobs and investment and would more than make up for the loss of utility revenue from the Cascades closure.
 - The Urban Renewal Agency budget would also be significantly impacted by the Cascades closure, but the Agency was in a good place for streets and utilities.
- The stage for the Riverwalk project was projected at \$1 million in the bid received. The Riverwalk had about \$1.5 million of a grant to help offset the cost. He clarified staff and the Council would perhaps discuss deferring the playground but Urban Renewal would hold with the City's projected projects.
- In the next EPA assessment grant cycle, the City would probably put in for the Cascades mill site to help with clean-up and assessment work. Mayor Scholl noted the City was not liable for the site. Mr. Walsh confirmed the City had a pretty good base map for talking with potential

purchasers of the property, but the biggest concern was getting PGE to meet their timeline and needs.

- He and the Council discussed PGE's wanting to buy five acres for a substation and battery storage, but the City could not bring in any big power users currently.
- Staff had talked to legal about the Kelly Street property public hearing last month. Appraisers were currently difficult to get.
- Work on the Central Waterfront had been progressing. A check-in on the FEMA grant money spent would take place in early to mid-January.

ADJOURN – 3:25 pm**EXECUTIVE SESSION**

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

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

November 1, 2023

Members Present: Rick Scholl, Mayor
 Jessica Chilton, Council President
 Mark Gundersen, Councilor
 Brandon Sundeen, Councilor (via Zoom)
 Russell Hubbard, Councilor

Staff Present: John Walsh, City Administrator
 Kathy Payne, City Recorder
 William Monahan, City Attorney with Jordan Ramis PC

Others: None



At 3:27 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Consult with Legal Counsel/Litigation**, under **ORS 192.660(2)(h)**
 - Update on litigation brought by James Huffman against Municipal Judge Amy Lindgren.
 - Update on litigation with Cascades Tissue.
- **Real Property Transactions**, under **ORS 192.660(2)(e)**
 - Nothing was discussed under this ORS.

The Executive Session was adjourned at 3:48 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor

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



COUNCIL REGULAR SESSION

Wednesday, November 01, 2023

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Suzanne Bishop, Library Director
 Tina Curry, Contracted Event Coordinator

OTHERS

Abbie Anderson	Logan	Ethan Flock
River Lee	Adam St. Pierre	Ava Eib
Nicholas Hellmich	Tyler	Jenni Gilbert
Tammy Maygra	Carter Meisch	Wyatt Littleton
Jen Massey	Brady Preheim	B. Gaston

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

PLEDGE OF ALLEGIANCE

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

◆ Jen Massey.

- Listened to today's Work Session. Effective today, they are down a detective. She was very concerned to hear about the high number of child abuse cases. With all the investigations, she hopes they are working on a plan to re-fill that detective position.
- Encouraged Council to investigate a four-year police levy and thinks citizens would be supportive of it.
- Compiling a report of municipalities who charge excess use fees for police departments responding to calls that are non-person crimes, such as noise complaints. In these cases, the landlord would be fined for repeat callers.
- Disappointed to see how the Police Department was portrayed with the Halloween parade. She read the emails and watched the videos. They said repeatedly that they were not the lead entity and couldn't do the plan. The applicant mentioned in their emails that they were working with a security company. She urged Council to look at the process for issuing permits. The Police Department did everything they could, including providing more bodies even when they were not the lead agency. This is a good opportunity to make improvements for next year.

◆ Brady Preheim.

- Disagreed with Jen Massey. The parade organizers did reach out to the Police Department and they were not interested in helping. At no point was a plan developed and nothing was said about why. The parade is followed by the pumpkin lighting, which is a City event and the responsibility of the Police Chief to participate. There are permitting issues and communication needs to be resolved.
- Budgeting is a huge problem. He agrees with Jen Massey's suggestion for a policy levy and pointed out that the Budget Committee unanimously agreed to that months ago. They also voted to increase the fee to fund the police position, but neither of those things happened.

Council President Chilton clarified that the parade is not a Spirit of Halloweentown event. The City does not organize it nor are they affiliated with it. Brady understands, but it does end with a City event.

◆ Tammy Maygra.

- Also read the emails. The parade dialog began in June and the Police Department finally said no on September 27. Instead of arguing, she suggested everyone discuss the needs and start fresh for next year.
- The money that the City will spend on the new police station would be better spent on hiring police officers. It takes at least two years to train them.
- Have they been contacted by Columbia County about the depletion fee not paid for the dirt hauled to the St. Helens Industrial property? City Administrator Walsh said no.

◆ Jenni Gilbert. The parade is a private event and the pumpkin lighting is a City event. The parade was up to the parade organizers. The Police Department does not have staffing for that, but still did what they could to help. It's unfair and frustrating to hear the Police Department being blamed. The organizer needs to apologize. She encouraged the Council to staff the Police Department and fill the detective position.◆ Tina Curry. She asked about doing a community event during the Christmas Ships.

Mayor Scholl said they will discuss it during the work session action items.

◆ Nicholas Hellmich.

- Agreed with their decision to approve the police station application.
- Big shout out to Tina Curry for her efforts during Spirit of Halloweentown. It benefits the community.
- Concerned about the full-time custodian position. A contractor just started recently. They need to speak with the contractor before proceeding.

◆ Adam St. Pierre. Spirit of Halloweentown and tourism is great. However, he is concerned about permitting. There was mention of people walking the streets drinking alcohol with no oversight, trailers taking up parking spaces, etc. There was also mention of the Police Chief not signing the permit. It's a liability if he signs it. The permit issues need to be addressed.**ORDINANCES – First Reading**

- 1. Ordinance No. 3297:** An Ordinance to Amend the City of St. Helens Comprehensive Plan Map for Certain Property from Light Industrial (LI) Designation to the General Commercial (GC) Designation and the Zoning District Map from the Light Industrial (LI) Zone to the General Commercial (GC) Zone

Mayor Scholl read Ordinance No. 3297 by title. The final reading will be held at the next meeting.

RESOLUTIONS

2. **Resolution No. 1994:** A Resolution Amending the AFSCME Employee Compensation Plan for Fiscal Year 2023-2024 to Add the Custodian Pay Scale

Mayor Scholl read Resolution No. 1994 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Resolution No. 1994.

Discussion. Mayor Scholl said there have been continuing problems with cleaning services. This would provide an employee who is responsible for all the cleaning. Council President Chilton pointed out that they just hired a new contractor and asked Walsh to elaborate. Walsh explained that the contractor has been unable to hire people who can pass background checks. The ones they have hired have left and don't stay. They currently have two people temporarily doing the work, one is a contractor and the other is through a temporary service. Public Works Facilities Maintenance will supervise the position.

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

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

3. Request for Full Reconveyance for CAT Loan Payoff for Olmstead Property at 296 N. 4th Street

Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '3' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

CONSENT AGENDA FOR APPROVAL

4. Council Minutes dated September 14, September 20, and October 20, 2023
5. Amended Custodian Job Description
6. Accounts Payable Bill Lists

Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '4' through '6' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

WORK SESSION ACTION ITEMS

Tent for Christmas Ships

Mayor Scholl thought it was a great idea. However, he is concerned about limited parking and blocking the view from the street to the river. He would prefer to take it down.

Council President Chilton agreed that it is a great idea. She would like to look at it for the future.

Mayor Scholl suggested the whole front row above Columbia View Park be designated handicap parking for the event. He will also talk to the County about the possibility of them moving some of their cars for more access.

Councilor Gundersen asked if there was another place that could be used for pictures. Council President Chilton said other groups offer free pictures as well.

Mayor Scholl thanked Tina for the idea. He asked City Recorder Payne to remind him to ask the County about the parking lot and to put cones out for Christmas Ship handicap parking above the park.

COUNCIL MEMBER REPORTS

Council President Chilton reported...

- She toured the Boise Cascade property for the first time and didn't realize how big it was. She appreciates hearing from community members with questions about the property.
- Shoutout to Public Works. The sidewalks are complete on Columbia Blvd. between Sykes Road and Gable Road. They look great and are safe.

- Congratulations to Lt. Joe Hogue on being honored with a prestigious FBI award.

Councilor Sundeen reported...

- Enjoyed the League of Oregon Cities (LOC) Conference in Eugene. It's nice to know they're not alone in their challenges and opportunities.
- Thanked everyone involved in welcoming thousands of guests here for Spirit of Halloweentown.
- Enjoyed the Columbia County Sheriff's Office (CCSO) Trunk or Treat and spending time with staff.
- Congratulations to Lt. Hogue on his award. He always goes above and beyond for the community.
- Congratulations to Officer Cutright and K9 Officer Jax for their first partnered arrest.
- There is a work party on Saturday at Nob Hill Nature Park.
- Encouraged people to get involved by joining a City Board or Commission.

Councilor Gundersen reported...

- Congratulations to Lt. Hogue.
- Congratulations to Officer Cutright and K9 Officer Jax.
- Enjoyed the LOC Conference.
- He is going to pursue the police levy.

Councilor Hubbard reported...

- He is still learning.
- Excited about the process of getting the solar business here. It's a huge opportunity and project. The City needs to keep the public informed as much as possible.

MAYOR SCHOLL REPORTS

- Welcomed Councilor Hubbard. He's doing a good job listening and learning.
- The letter of intent with the solar company is to see if it's feasible for them to build here. He talked about all the agencies collaborating to make it possible. They will continue to inform the public as they are able. Hopefully, they can get someone from Newberg here to speak about what they had to do. Industry feeds small businesses and the ability to buy locally. He encouraged everyone to shop local as much as possible.
- The parade is beneficial to the whole community and a lot of people want to see it continue. They need to work together and not pass blame. The City can help facilitate it if needed.
- The Waterfront Development is moving forward. He understands money is tight with losing Cascades, but that project is funded with Urban Renewal funds.
- Finance Director Butsch is moving in a good direction. He encouraged Council members to make an appointment to talk with her about finances.
- Congratulations to Lt. Hogue for receiving the FBI award.
- Congratulations to Officer Cutright and K9 Officer Jax.
- Thank you to all the men and women at the St. Helens Police Department.
- Talked to the students here from Mr. Meeuwsen's Civic's class about the City Council meeting process.

OTHER BUSINESS

ADJOURN – 7:42 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

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>
Patricia Hopkins	58929 Alexandra Lane	Multiple Dogs



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 Friday November 17th at approximately 11:20 hours, I met with Patricia Hopkins at her residence at 58929 Alexandra Ln, 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 her application was her liability insurance information from Allstate Insurance () and Rabies certificate for all animals listed on application.

I noticed that Patricia's home is a single-family home in a residential neighborhood. Patricia explained to me that the facility license is to allow her and her family to have a larger number of dogs at their residence, not to run a shelter or boarding service. Patricia has a total of six family dogs, all who appeared to be well groomed and in good health.

I saw the residence had a very spacious backyard that was encircled with a sturdy wooden fence surrounding the house. The wooden fence appeared to be in good condition with no space for dogs to escape. This outdoor space has adequate runoff to prevent water pooling. Patricia told me that the dogs are allowed to be inside and out as they please.

Patricia invited me into their home. The dogs all appeared to be well mannered and did not appear to be aggressive. They all had Columbia County Issued dog licenses. The home has working electricity, potable water, and a washing facility to keep the animals clean. The home was a comfortable 70 degree. The food was stored in a sealed plastic container to prevent vermin infestation. The food and water bowls are lifted slightly off the floor and the animals are fed twice a day. Patricia explained to me that the dogs mainly stay in the living room have clean beds and crates for when they go to bed.

The house and yard were clean and orderly. Patricia told me she cleans up feces regularly, disposing of it into the garbage. Patricia explained to me she does take care of her animals and takes them to veterinary care when needed.

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

Code Enforcement Officer

Everardo Medina

City of St. Helens

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

Application Fee

Item #12.

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

Name: Patricia Hopkins
Mailing address: 58929 Alexandra Ln.
City/State/Zip: St. Helens OR 97051
Cell phone: _____
Home phone: _____
Email: _____

Alternate Contact/In Case of Emergency

Name: DAVE Hopkins
Mailing address: 58929 Alexandra Ln
City/State/Zip: St. Helens, OR 97051
Day/time of week that works best for you: _____

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. Dog / Chihuahua	Penny	F/spayed	12 yrs	SEE
2. Dog / Chihuahua mix	Duchess	F/spayed	9 yrs	Attached
3. Dog / Chihuahua mix	Max	M/neutered	4 yrs	
4. Dog / Chihuahua	Joey	M/neutered	10 yrs	Document
5. Dog / Lab Pom.	Wally	M/neut	5 yrs	
6. Dog / Lab mix	Scout	M/neutered	2 yrs	

Veterinarian Information

Name: Dr. Freeze Phone: 503-397-6470
Address: 34453 McGary Lane City/State/Zip: Warren OR 97053

Liability Insurance Information

Agent's Name: _____
Insurance Compa: _____

Attach a copy of the policy indicating applicant is covered while maintaining the described animal(s).

AUTHORIZATION

I, Patricia Hopkins, understand that I am applying for an animal facility license to keep the above listed animal(s) at 58929 Alexandra Ln, 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.

Patricia Hopkins
Applicant Signature

10-31-23
Date Signed

FOR OFFICE USE ONLY

Date received: <u>11/2/23</u>	Officer assigned: <u>COE Everardo Medina</u>	Date forwarded to City Recorder: <u>11/20/23</u>
Received by: <u>Lisa</u>	Date/Time of inspection: <u>11/17/23, 11:20am</u>	Council meeting date: <u>12/6/23</u>
Receipt No.: <u>R00225413</u>	Officer recommendation: <input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Dated forwarded to PD: <u>11/3/23</u>		If approved, date license issued: _____
Forwarded by: <u>Lisa</u>		Expiration date: _____



Building Permit Technician

DEPARTMENT: Community Development
DIVISION: Building
SUPERVISOR: Building Official
CLASSIFICATION: Non-Exempt (overtime eligible)
UNION: Yes
CONFIDENTIAL: No

POSITION SUMMARY

Performs a variety of complex clerical, administrative, and accounting duties in supporting the Building Division's administration and enforcement of the adopted city and state building codes. This includes providing friendly and professional service and assistance to internal and external customer requests, to issue buildings permits in a timely manner. Work may require independent judgment in the application of regulations and established procedures of the Building Division. May provide administrative and clerical assistance to other Building Division staff as assigned.

SUPERVISION RECEIVED

Works under the general supervision of the Building Official.

SUPERVISION EXERCISED

No supervision exercised.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, but are not limited to:

- Performs routine clerical and administrative work in answering phones, receiving the public, providing customer assistance, cashiering, data processing, and providing technical assistance as it pertains to the Building Division.
- Prepares reports, correspondence, and/or invoices for Building Division related matters.
- Collects, balances, and reports daily Building Division revenues.
- Reviews permit applications and construction documents and provides assistance to applicants to ensure submittals are complete and accurate.
- Engages in the permit process from application intake to certificate of occupancy. This includes but is not limited to application intake, routing plans to other departments or divisions and/or outside agencies for review, tracking plan review processes, coordination with customers, other staff, other departments or divisions and/or agencies for information accuracy, Building Division related notifications, and permit issuance.
- Calculates and verifies various fees, prepares fee estimates, and applies fees to permits.
- Issues Building Division permits.
- Assists the Building Official and Community Development Administrative Assistant with preparation and coordination of daily requested inspections, including but not limited to notification of inspections to be performed by other departments/divisions or agencies, sending or receiving inspection reports, and customer notifications.

- Provides clerical and administrative services to the Building Board of Appeals, as needed. Includes scheduling meeting dates/times and reserving meeting space, providing legal notices to the media and public, creating agendas, collecting data, distributing meeting packets, attending meetings, and producing meeting minutes.
- Receives the public and answers questions; responds to inquiries from employees, citizens, and others as it pertains to the Building Division. Refers all other inquiries to appropriate people.
- Assists in the procurement of materials and supplies for the Building Division.
- Operates listed tools and equipment as required.
- Composes, transcribes, types, and edits a variety of reports, correspondence, and other materials requiring judgment as to content, accuracy, and completeness.
- Acts as custodian of records for the Building Division. Establishes and maintains filing systems, control records, and indexes using moderate independent judgment.
- Schedules appointments and performs other administrative and clerical duties as needed for the Building Division.
- Obtains information from the City and County records, as assigned.
- Delivers excellent customer service to diverse audiences.
- Establishes and maintains positive working relations with coworkers, citizens, and the general public.
- Performs other duties as assigned by the Building Official that support the overall objective of the Division, as it pertains to this job and Division.
- Creates, modifies, photocopies, and/or distributes forms, agendas, correspondence, minutes, and/or other materials related to the Building Division.
- Update Building Division webpage within the City's website, as needed.

PERIPHERAL DUTIES

- Provides clerical support and back-up to the Community Development Administrative Assistant at the front counter, as needed.
- Operates a vehicle to run errands.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- a. Graduation from a high school or GED equivalent with specialized course work in general office practices such as typing, filing, accounting, and bookkeeping; and
- b. Two (2) years of increasingly responsible related experience, or any equivalent combination of related education and experience.
- c. Two (2) years of experience using specialized software related to permitting, receipting, licensing, and accounting functions.

KNOWLEDGE, SKILLS, AND ABILITIES

- a. Working knowledge of computers and electronic data processing; working knowledge of modern office practices and procedures; some knowledge of accounting principles and practices.
- b. Skill in operation of listed tools and equipment.
- c. Ability to perform cashier duties accurately; ability to effectively meet and deal with the public; ability to communicate effectively verbally and in writing; ability to handle stressful situations; ability to maintain a high level of organization.

SPECIAL REQUIREMENTS

- Possession of Notary Public Commission.
- Possession of a valid driver's license or ability to obtain one within six (6) months of hire.

SPECIAL CERTIFICATION DESIRED

- Permit Technician Certification.

TOOLS AND EQUIPMENT USED

Phone, computer, calculator, copy machine, scanner, fax machine, windows-based software, Word, Excel, and permitting, plan review, and financial software systems.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger; handle or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work area is typical of most office environments with telephones, personal interruptions, and background noises but may be a little loud depending on the day

EMPLOYEE ACKNOWLEDGMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I acknowledge that I have received a copy of the **Building Permit Technician** job description. I understand that it is my responsibility to adhere to the Essential Duties and Responsibilities as outlined within this job description.

My signature below is evidence that I have reviewed and concurred that the above detailed job description appropriately describes the work of the position, including essential job functions, the minimum education and experience required of the position, and the physical demands of the position.

Signatures:

Building Permit Technician

Date

Print Name: _____

Building Official

Date

Print Name: _____



St. Helens, OR

Expense Approval Register

Item #14.

Packet: APPKT00866 - AP 11.9.23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
CULLIGAN	0775269	11/07/2023	BOTTLED WATER POLICE	100-705-52019	131.95
JENNIFER JOHNSON	10.23.23	11/07/2023	TRAVEL REIMBURSEMENT-F...	100-707-52018	182.09
STEVEN R SCHARFSTEIN	10	11/07/2023	COURT ATTORNEY FEES	100-704-52019	325.00
HUDSON GARBAGE SERVICE	13582161S046	11/07/2023	1554- TRASH PUBLIC LIBRARY	100-706-52003	93.52
HUDSON GARBAGE SERVICE	135823362S046	11/07/2023	2046-1287547 - POLICE GAR...	100-705-52023	125.14
HUDSON GARBAGE SERVICE	13582361S046	11/07/2023	7539- TRASH CITY HALL 265 ...	100-715-52023	141.77
HUDSON GARBAGE SERVICE	13582365S046	11/07/2023	7601-TRASH PUBLIC CANS PL...	100-715-52023	132.48
HUDSON GARBAGE SERVICE	13582366S046	11/07/2023	7636- TRASH COL VIEW PARK...	100-708-52023	214.34
HUDSON GARBAGE SERVICE	13582880S046	11/07/2023	5273- TRASH REC CENTER C...	100-709-52023	81.52
HUDSON GARBAGE SERVICE	13834S0466	11/07/2023	7598- TRASH MCCORMICK A...	100-708-52023	1,155.37
MORE POWER TECHNOLOGY...	15557	11/07/2023	PREMIUM AGREEMENT MO...	100-712-52019	9,332.65
MOLLY MATCHAK	2	11/07/2023	CUSTODIAL SERVICES	100-705-52023	1,347.50
MOLLY MATCHAK	2	11/07/2023	CUSTODIAL SERVICES	100-715-52023	1,604.78
METRO PLANNING INC	6024	11/07/2023	WEB GIS	100-710-52001	100.00
TROTTER & MORTON FACILI...	81323	11/07/2023	COMMUNITY CENTER HEAT ...	100-709-52023	646.21
STEVEN R SCHARFSTEIN	9	11/07/2023	COURT ATTORNEY FEES	100-704-52019	125.00
OREGON PATROL SERVICE	9600	11/07/2023	COURT SERVICES	100-704-52019	1,026.00
METRO PRESORT	IN660392	11/07/2023	UB BILL PRINTING	100-707-52008	577.36
WILCOX	0828196-IN	11/08/2023	FUEL PARKS DEPT	100-708-52022	555.37
OREGON DEPARTMENT OF R...	11.7.23	11/08/2023	LEMLA	100-000-20800	5.00
OREGON DEPARTMENT OF R...	11.7.23	11/08/2023	STATE DUII CONVICTION FEE	100-000-20800	255.00
OREGON DEPARTMENT OF R...	11.7.23	11/08/2023	STATE DUII DIVERSION	100-000-20800	544.00
OREGON DEPARTMENT OF R...	11.7.23	11/08/2023	STATE VIOLATION	100-000-20800	493.00
OREGON DEPARTMENT OF R...	11.7.23	11/08/2023	UNITARY	100-000-20800	18.37
OREGON DEPARTMENT OF R...	11.7.23	11/08/2023	STATE MISD	100-000-20800	120.00
OREGON DEPARTMENT OF R...	11.7.23	11/08/2023	STATE	100-000-20800	95.00
OREGON DEPARTMENT OF R...	11.7.23	11/08/2023	STATE COURT FACILITY	100-000-20800	7.00
COLUMBIA COUNTY TREASU...	11.7.23	11/08/2023	COUNTY ASSESSMENT	100-000-20900	165.94
COLUMBIA COUNTY TREASU...	11.7.23	11/08/2023	JAIL ASSESSMENT	100-000-20900	18.61
COLUMBIA COUNTY TREASU...	11.7.23	11/08/2023	CITY COURT COSTS DEDUCT...	100-000-36002	-18.46
DAWN RICHARDSON	11.7.23	11/08/2023	MILEAGE REIMBURSEMENT ...	100-707-52001	36.03
ECOBRITE SERVICES LLC	138877	11/08/2023	JANITORIAL SERVICES	100-705-52023	782.30
ECOBRITE SERVICES LLC	138877	11/08/2023	JANITORIAL SERVICES	100-706-52023	1,138.15
ECOBRITE SERVICES LLC	138877	11/08/2023	JANITORIAL SERVICES	100-708-52023	27.30
ECOBRITE SERVICES LLC	138877	11/08/2023	JANITORIAL SERVICES	100-709-52023	296.25
ECOBRITE SERVICES LLC	138877	11/08/2023	JANITORIAL SERVICES	100-715-52023	712.22
ECOBRITE SERVICES LLC	140127	11/08/2023	FINAL-JANITORIAL SERVICES	100-705-52023	1,164.49
ECOBRITE SERVICES LLC	140127	11/08/2023	FINAL-JANITORIAL SERVICES	100-706-52023	1,657.16
ECOBRITE SERVICES LLC	140127	11/08/2023	FINAL-JANITORIAL SERVICES	100-708-52023	44.79
ECOBRITE SERVICES LLC	140127	11/08/2023	FINAL-JANITORIAL SERVICES	100-709-52023	447.88
ECOBRITE SERVICES LLC	140127	11/08/2023	FINAL-JANITORIAL SERVICES	100-715-52023	1,074.91
RUBENS LAWN SERVICE	0006219	11/09/2023	MONTHLY LAWN SERVICE	100-705-52023	40.00
PORTLAND GENERAL ELECTR...	10.06.23-11.06.23	11/09/2023	0153585940	100-709-52003	1,122.79
BEMIS	10686	11/09/2023	NOTARY STAMP AND BOOK-C...	100-702-52018	51.05
CARDINAL SERVICES INC	1229705	11/09/2023	TEMPORARY EMPLOYEMENT	100-706-52023	744.80
CARDINAL SERVICES INC	1229705	11/09/2023	TEMPORARY EMPLOYEMENT	100-708-52023	221.11
CARDINAL SERVICES INC	1229705	11/09/2023	TEMPORARY EMPLOYEMENT	100-709-52023	349.13
STAPLES BUSINESS CREDIT	1651886969	11/09/2023	OFFICE SUPPLES	100-702-52001	1.52
STAPLES BUSINESS CREDIT	1651886969	11/09/2023	OFFICE SUPPLES	100-703-52001	71.99
STAPLES BUSINESS CREDIT	1651886969	11/09/2023	OFFICE SUPPLES	100-704-52001	124.26
STAPLES BUSINESS CREDIT	1651886969	11/09/2023	OFFICE SUPPLES	100-707-52001	23.87
STAPLES BUSINESS CREDIT	1651886969	11/09/2023	OFFICE SUPPLES	100-712-52001	75.96
STAPLES BUSINESS CREDIT	1651886969	11/09/2023	OFFICE SUPPLES	100-715-52001	-1.28

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES BUSINESS CREDIT	1651886969	11/09/2023	OFFICE SUPPLES	100-715-52001	1,418.16
DEPARTMENT OF TRANSPOR...	191330756	11/09/2023	DMV SERVICES ACCT 61018	100-704-52019	3.00
LEAGUE OF OREGON CITIES	2023-R20408-13	11/09/2023	LOC CONFERENCE MAYOR ...	100-703-52018	60.00
LEAGUE OF OREGON CITIES	2023-R21413-20	11/09/2023	LOC CONFERENCE M GUNDE...	100-703-52018	620.00
ORKIN	252065146	11/09/2023	375 S 18TH ST LIBRARY	100-706-52023	100.00
HR ANSWERS	53293	11/09/2023	PROFESSIONAL SERVICES	100-702-52019	220.00
VERIZON	9947367005	11/09/2023	JOHN WALSH	100-701-52010	40.81
VERIZON	9947367005	11/09/2023	CRYSTAL KING	100-701-52010	46.38
VERIZON	9947367005	11/09/2023	HOTSPOT	100-701-52010	47.07
VERIZON	9947367005	11/09/2023	MAYOR SCHOLL IPAD	100-703-52001	40.81
VERIZON	9947367005	11/09/2023	PD JETPACK1	100-705-52010	40.81
VERIZON	9947367005	11/09/2023	PD JETPACK2	100-705-52010	40.81
VERIZON	9947367005	11/09/2023	SUZANNE BISHOP	100-706-52003	41.28
VERIZON	9947367005	11/09/2023	WIRELESS PHONES GLORIA	100-707-52001	41.28
VERIZON	9947367005	11/09/2023	TORY SHELBY	100-708-52010	41.28
VERIZON	9947367005	11/09/2023	CAMERON PAGE	100-708-52010	41.28
VERIZON	9947367005	11/09/2023	RECREATION CENTER	100-709-52010	40.81
VERIZON	9947367005	11/09/2023	REC PHONE	100-709-52010	42.15
VERIZON	9947367005	11/09/2023	RECREATION CENTER	100-709-52010	41.28
VERIZON	9947367005	11/09/2023	CONSTRUCTION INSPECTOR	100-711-52010	40.81
VERIZON	9947367005	11/09/2023	BUILDING DEPT IPAD	100-711-52010	40.81
VERIZON	9947367005	11/09/2023	MIKE DEROIA	100-711-52010	46.38
VERIZON	9947367005	11/09/2023	DARIN COX	100-712-52010	46.38
VERIZON	9947367005	11/09/2023	MATT FUNK	100-712-52010	46.38
Fund 100 - GENERAL FUND Total:					32,996.16

Fund: 202 - COMMUNITY DEVELOPMENT

OTAK INC	000082300362	11/07/2023	1ST AND STRAND ST ROAD &...	202-723-52019	25,774.13
OTAK INC	000082300378	11/07/2023	1ST AND STRAND ST P 01982...	202-723-52019	2,337.75
OTAK INC	000092300387	11/07/2023	1ST AND STRAND ST ROAD &...	202-723-52019	19,246.40
MAYER REED INC	14680	11/07/2023	ST HELENS RIVERWALK	202-723-52055	8,293.00
ST. HELENS MAIN STREET ALL...	10302023	11/08/2023	ANNUAL FINANCIAL SUPPORT	202-721-52103	30,000.00
KITTELSON & ASSOCIATES	0140239	11/09/2023	PROJECT 235440 1ST & ST ST...	202-723-53102	2,886.59
PORTLAND GENERAL ELECTR...	10.09.23-11.07.23 73577010...	11/09/2023	7357701000	202-722-52003	27.72
PORTLAND GENERAL ELECTR...	10.09.23-11.07.23	11/09/2023	1650931000	202-722-52003	20.60
ST. HELENS MAIN STREET ALL...	1018023	11/09/2023	OREGON MAINSTREET COFE...	202-721-52103	1,318.77
JORDAN RAMIS PC ATTORNE...	212923	11/09/2023	GENERAL ENVIRONMENTAL	202-721-52019	5,145.00
MAUL FOSTER ALONGI INC	57209	11/09/2023	WWTP LAGOON ON CALL SE...	202-726-52019	4,636.25
MAUL FOSTER ALONGI INC	57210	11/09/2023	BWP ON CALL SERVICES	202-722-52019	163.75
MAUL FOSTER ALONGI INC	57211	11/09/2023	CENTRAL WATERFRONT SCO...	202-726-52019	3,776.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					103,625.96

Fund: 203 - COMMUNITY ENHANCEMENT

COLUMBIA COUNTY TRANSF...	8344	11/07/2023	DUMP FEES ACCT 0017	203-708-52040	140.08
CARDINAL SERVICES INC	1229705	11/09/2023	TEMPORARY EMPLOYEMENT	203-709-52028	922.30
CARDINAL SERVICES INC	1230046	11/09/2023	TEMPORARY EMPLOYEMENT...	203-709-52028	1,305.25
Fund 203 - COMMUNITY ENHANCEMENT Total:					2,367.63

Fund: 205 - STREETS

PORTLAND GENERAL ELECTR...	10.05.23-11.03.23	11/09/2023	4854421000	205-000-52003	55.30
SPECIALIZED PAVEMENT MA...	17067-RET	11/09/2023	STRIPING	205-000-53001	2,686.78
Fund 205 - STREETS Total:					2,742.08

Fund: 601 - WATER

LAWRENCE OIL COMPANY	CFSI-17320	11/07/2023	247752 WATER	601-732-52022	34.11
NORTHSTAR CHEMICAL	267233	11/09/2023	SODIUM HYPOCHLORITE 12...	601-732-52083	9,832.67
DEPARTMENT OF CONSUMER...	90075093202	11/09/2023	PERMIT #0000111794	601-732-52019	44.80
VERIZON	9947367005	11/09/2023	WFF CREW	601-732-52010	69.35
Fund 601 - WATER Total:					9,980.93

Fund: 603 - SEWER

COLUMBIA RIVER PUD	11.01.23 38633	11/07/2023	38633 594 S 9 ST POWER	603-737-52003	12,128.02
HUDSON GARBAGE SERVICE	13582249S046	11/07/2023	8333- TRASH WWTP 451 PL...	603-736-52023	152.66
HUDSON GARBAGE SERVICE	13582249S046	11/07/2023	8333- TRASH WWTP 451 PL...	603-737-52023	152.66

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ECOBRITE SERVICES LLC	138877	11/08/2023	JANITORIAL SERVICES	603-736-52023	72.98
ECOBRITE SERVICES LLC	140127	11/08/2023	FINAL-JANITORIAL SERVICES	603-736-52023	89.58
JWC ENVIRONMENTAL INC	116959	11/09/2023	PURCHASE ORDER 5409	603-735-52063	7,377.34
CARDINAL SERVICES INC	1229705	11/09/2023	TEMPORARY EMPLOYEMENT	603-736-52023	139.65
PEAK ELECTRIC GROUP LLC	27582	11/09/2023	ELECTRICAL WORK WWTP	603-738-52019	603.75
VERIZON	9947367005	11/09/2023	STEWART HARTLEY	603-736-52010	13.75
VERIZON	9947367005	11/09/2023	AARON KUNDERS	603-736-52010	13.76
VERIZON	9947367005	11/09/2023	SAM ORTIZ	603-736-52010	13.75
VERIZON	9947367005	11/09/2023	SAM ORTIZ	603-737-52010	13.78
VERIZON	9947367005	11/09/2023	AARON KUNDERS	603-737-52010	13.75
VERIZON	9947367005	11/09/2023	STEWART HARTLEY	603-737-52010	13.76
VERIZON	9947367005	11/09/2023	STEWART HARTLEY	603-738-52010	13.77
VERIZON	9947367005	11/09/2023	AARON KUNDERS	603-738-52010	13.77
VERIZON	9947367005	11/09/2023	SAM ORTIZ	603-738-52010	13.75

Fund 603 - SEWER Total: 20,840.48

Fund: 703 - PW OPERATIONS

SEAN TUPPER -	11.4.23	11/07/2023	TRAVEL REIMBURSEMENT O...	703-734-52018	477.70
HUDSON GARBAGE SERVICE	13582363046	11/07/2023	7555- TRASH PW 984 OR ST	703-734-52023	101.28
HUDSON GARBAGE SERVICE	13583037S046	11/07/2023	CASCADES TISSUE SITE	703-734-52023	91.94
LES SCHWAB TIRE CENTER	22900578142	11/07/2023	FLAT REPAIR 2019 CHEVY 45...	703-739-52099	20.00
HELLER ENTERPRISES INC	36468	11/07/2023	BELTS FOR DRESEL TORO	703-739-52099	33.00
METRO PLANNING INC	6024	11/07/2023	WEB GIS	703-733-52019	200.00
CINTAS	8406495766	11/07/2023	FIRST AID CABINET SERVICE	703-734-52019	87.42
LAWRENCE OIL COMPANY	CFSI-17320	11/07/2023	247748 PUBLIC WORKS	703-734-52022	1,852.22
LAWRENCE OIL COMPANY	CFSI-17320	11/07/2023	247750 PUBLIC WORKS	703-734-52022	36.17
KINNEAR SPECIALTIES INC	5034146	11/08/2023	PARTS	703-739-52099	19.94
SCOTT WILLIAMS -	11.3.23	11/09/2023	TRAVEL REIMBURSEMENT O...	703-734-52018	473.70
VERIZON	9947367005	11/09/2023	Nicolas Ford	703-733-52010	41.28
VERIZON	9947367005	11/09/2023	SHARON DARROUX	703-733-52010	74.46
VERIZON	9947367005	11/09/2023	TIM UNDERWOOD	703-733-52010	41.28
VERIZON	9947367005	11/09/2023	BUCK TUPPER	703-734-52010	41.28
VERIZON	9947367005	11/09/2023	SCOTT HARRINGTON	703-734-52010	23.81
VERIZON	9947367005	11/09/2023	ALEX BIRD	703-734-52010	40.81
VERIZON	9947367005	11/09/2023	PW SPARE 4	703-734-52010	40.81
VERIZON	9947367005	11/09/2023	JULIAN ZIRKLE	703-734-52010	41.28
VERIZON	9947367005	11/09/2023	ALEX BIRD	703-734-52010	41.28
VERIZON	9947367005	11/09/2023	CURT LEMONT	703-734-52010	23.81
VERIZON	9947367005	11/09/2023	PW SPARE 3	703-734-52010	40.81
VERIZON	9947367005	11/09/2023	DAVE ELDER	703-734-52010	41.28
VERIZON	9947367005	11/09/2023	SCOTT WILLIAMS	703-734-52010	71.27
VERIZON	9947367005	11/09/2023	MOUHAMAD ZAHER	703-734-52010	61.10
VERIZON	9947367005	11/09/2023	PW SPARE2	703-734-52010	40.81
VERIZON	9947367005	11/09/2023	WIRELESS PHONES PW UTILI...	703-734-52010	40.81
VERIZON	9947367005	11/09/2023	WIRELESS PHONES PW UTILI...	703-734-52010	40.81
VERIZON	9947367005	11/09/2023	WIRELESS PHONES PW UTILI...	703-734-52010	40.81
VERIZON	9947367005	11/09/2023	PW SPARE	703-734-52010	40.81
VERIZON	9947367005	11/09/2023	ROGER STAUFFER	703-734-52010	41.28
VERIZON	9947367005	11/09/2023	RYAN POWERS	703-734-52010	41.28
VERIZON	9947367005	11/09/2023	BRETT LONG	703-734-52010	41.28
VERIZON	9947367005	11/09/2023	ETHAN STERLING	703-734-52010	41.28

Fund 703 - PW OPERATIONS Total: 4,387.10

Grand Total: 176,940.34

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	32,996.16
202 - COMMUNITY DEVELOPMENT	103,625.96
203 - COMMUNITY ENHANCEMENT	2,367.63
205 - STREETS	2,742.08
601 - WATER	9,980.93
603 - SEWER	20,840.48
703 - PW OPERATIONS	4,387.10
Grand Total:	176,940.34

Account Summary

Account Number	Account Name	Expense Amount
100-000-20800	Court - State Assessment	1,537.37
100-000-20900	Court - County Assessm...	184.55
100-000-36002	Fines - Court	-18.46
100-701-52010	Telephone	134.26
100-702-52001	Operating Supplies	1.52
100-702-52018	Professional Developme...	51.05
100-702-52019	Professional Services	220.00
100-703-52001	Operating Supplies	112.80
100-703-52018	Professional Developme...	680.00
100-704-52001	Operating Supplies	124.26
100-704-52019	Professional Services	1,479.00
100-705-52010	Telephone	81.62
100-705-52019	Professional Services	131.95
100-705-52023	Facility Maintenance	3,459.43
100-706-52003	Utilities	134.80
100-706-52023	Facility Maintenance	3,640.11
100-707-52001	Operating Supplies	101.18
100-707-52008	Printing	577.36
100-707-52018	Professional Developme...	182.09
100-708-52010	Telephone	82.56
100-708-52022	Fuel	555.37
100-708-52023	Facility Maintenance	1,662.91
100-709-52003	Utilities	1,122.79
100-709-52010	Telephone	124.24
100-709-52023	Facility Maintenance	1,820.99
100-710-52001	Operating Supplies	100.00
100-711-52010	Telephone	128.00
100-712-52001	Operating Supplies	75.96
100-712-52010	Telephone	92.76
100-712-52019	Professional Services	9,332.65
100-715-52001	Operating Supplies	1,416.88
100-715-52023	Facility Maintenance	3,666.16
202-721-52019	Professional Services	5,145.00
202-721-52103	Main Street	31,318.77
202-722-52003	Utilities	48.32
202-722-52019	Professional Services	163.75
202-723-52019	Professional Services	47,358.28
202-723-52055	Riverwalk Project	8,293.00
202-723-53102	Downtown Infrastructure	2,886.59
202-726-52019	Professional Services	8,412.25
203-708-52040	Veteran's Memorial	140.08
203-709-52028	Projects & Programs	2,227.55
205-000-52003	Utilities	55.30
205-000-53001	Capital Outlay (AKA Stre...	2,686.78
601-732-52010	Telephone	69.35
601-732-52019	Professional Services	44.80
601-732-52022	Fuel	34.11
601-732-52083	Chemicals	9,832.67

Account Summary

Account Number	Account Name	Expense Amount
603-735-52063	PW Operation Fund Cha...	7,377.34
603-736-52010	Telephone	41.26
603-736-52023	Facility Maintenance	454.87
603-737-52003	Utilities	12,128.02
603-737-52010	Telephone	41.29
603-737-52023	Facility Maintenance	152.66
603-738-52010	Telephone	41.29
603-738-52019	Professional Services	603.75
703-733-52010	Telephone	157.02
703-733-52019	Professional Services	200.00
703-734-52010	Telephone	836.71
703-734-52018	Professional Developme...	951.40
703-734-52019	Professional Services	87.42
703-734-52022	Fuel	1,888.39
703-734-52023	Facility Maintenance	193.22
703-739-52099	Equipment Operations	72.94
	Grand Total:	176,940.34

Project Account Summary

Project Account Key	Expense Amount
None	176,940.34
Grand Total:	176,940.34



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
STEVEN LESKIN	00190	11/13/2023	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN LESKIN	00192	11/13/2023	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN LESKIN	00193	11/13/2023	COURT ATTORNEY FEES	100-704-52019	200.00
HENRY KANTOR	10.31.23	11/13/2023	MEDIATION SERVICES	100-704-52019	3,750.00
GLOBAL PAYMENTS	10.31.23	11/13/2023	MERCHANT PAYMENT SERVI...	100-707-52020	22,180.69
NW NATURAL GAS	11.08.23	11/13/2023	5638	100-705-52003	130.50
NW NATURAL GAS	11.08.23	11/13/2023	7673	100-706-52003	509.61
NW NATURAL GAS	11.08.23	11/13/2023	8563	100-708-52003	51.65
NW NATURAL GAS	11.08.23	11/13/2023	3047	100-708-52003	48.18
NW NATURAL GAS	11.08.23	11/13/2023	0109	100-709-52003	90.16
NW NATURAL GAS	11.08.23	11/13/2023	6430	100-709-52003	182.37
NW NATURAL GAS	11.08.23	11/13/2023	2848	100-715-52003	97.79
NW NATURAL GAS	11.08.23	11/13/2023	5285	100-715-52003	154.28
ADAM RAETHKE-	11.10.23	11/13/2023	REIMBURSEMENT PARKING C...	100-705-52019	10.00
STEVEN R SCHARFSTEIN	11	11/13/2023	COURT ATTORNEY FEES	100-704-52019	125.00
CARDINAL SERVICES INC	1230191	11/13/2023	TEMPORARY EMPLOYMENT	100-706-52023	709.89
CARDINAL SERVICES INC	1230191	11/13/2023	TEMPORARY EMPLOYMENT	100-708-52023	232.75
CARDINAL SERVICES INC	1230191	11/13/2023	TEMPORARY EMPLOYMENT	100-709-52023	174.56
BUCHALTER A PROFESSIONAL...	1250856	11/13/2023	LEGAL SERVICES L6142	100-704-52019	7,930.00
HUDSON GARBAGE SERVICE	1348904S046	11/13/2023	S 6TH ST PORTABLE TOILET ...	100-708-52023	58.00
DEPARTMENT OF TRANSPOR...	191516445	11/13/2023	DMV SERVICES ACCT 67431	100-705-52019	11.50
TYLER BUSINESS FORMS	88132	11/13/2023	TAX END OF YEAR FORMS W...	100-707-52001	135.34
JENNIFER PUGSLEY	9.27.23	11/13/2023	PLANNING COMMISSION STI...	100-710-52087	90.00
VERIZON	9948133139	11/13/2023	CELL SERVICE ACCT 2420601...	100-712-52010	169.23
ACE HARDWARE - ST. HELENS	10.31.23 60181	11/14/2023	ACE MATERIALS ACCT 60181	100-708-52047	41.56
TROTTER & MORTON FACILI...	81328	11/14/2023	HEAT REPAIR TO COMMUNIT...	100-709-52023	406.25
ENTERPRISE FM TRUST	FBN4872387	11/14/2023	POLICE LEASE 589848	100-705-52097	11,524.26
ENTERPRISE FM TRUST	FBN4872387	11/14/2023	POLICE MAINTENANCE 5898...	100-705-52098	-490.09
ENTERPRISE FM TRUST	FBN4872387	11/14/2023	RECREATION 615851	100-709-52097	532.97
ENTERPRISE FM TRUST	FBN4872387	11/14/2023	PLANNING 615853	100-710-52097	451.21
ENTERPRISE FM TRUST	FBN4872387	11/14/2023	CITY HALL ADMIN 615852	100-715-52097	7.00
ENTERPRISE FM TRUST	FBN4893175	11/14/2023	596107 BUILDING	100-711-52097	522.55
KJ SECURITY SOLUTIONS & L...	0006133	11/15/2023	LOCK REPAIR AT CITY HALL	100-715-52023	205.00
ACE HARDWARE - ST. HELENS	10.31.23 60176	11/15/2023	MATERIALS ACE ACCT 60176 ...	100-708-52001	-25.66
ACE HARDWARE - ST. HELENS	10.31.23 60176	11/15/2023	MATERIALS ACE ACCT 60176 ...	100-708-52001	229.12
CENTURY LINK	11.05.23	11/15/2023	632B	100-712-52010	42.92
MAILBOXES NORTHWEST	11.06.23	11/15/2023	POSTAGE 2801 ACCT 1 PD	100-705-52001	15.38
JANET HOFFMAN & ASSOCIA...	11.15.23	11/15/2023	REFUND OF PUBLIC RECORDS...	100-000-37004	20.00
COMCAST BUSINESS	186636470	11/15/2023	FIBER INTERNET ACCT 93457...	100-712-52003	9,638.08
JORDAN RAMIS PC ATTORNE...	213068	11/15/2023	GENERAL LEGAL	100-701-52019	3,232.00
JORDAN RAMIS PC ATTORNE...	213069	11/15/2023	EMPLOYMENT MATTERS	100-702-52019	564.00
ORKIN	252063988	11/15/2023	265 STRAND PEST SERVICE Cl...	100-715-52023	105.99
PEAK ELECTRIC GROUP LLC	26838	11/15/2023	TIMER FOR LOCK AT GREY CL...	100-708-52019	1,810.20
METRO PRESORT	IN660524	11/15/2023	UB BILL PRINTING	100-707-52008	4,147.69
ABC TRANSCRIPTION SERVI...	STH1123014	11/15/2023	ST HELENS CITY COUNCIL ME...	100-702-52019	486.00
CALEB GUNN	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
CATHERINE MICHAEL NIEDE...	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
KATE OLSON	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
MICHELLE HOLMES	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
BRENT LAMBELL	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
DEAN BARLEY	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
ALAN BECKER	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
JILLIAN SEDERBURG	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CARLA MILLER	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
JACQUELINE SUMAN	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
DENNIS ANDERSON	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
DEBORAH ROOT	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
LISA KELLY	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
PATRICIA RODABAUGH	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
BRUCE GREEN	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
ROSEANN COOPER	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
JON COBLE	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
MARY CHASTAIN	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
MICHAEL RODELO	10.13.23	11/16/2023	JURY DUTY PAY	100-704-52019	10.00
EVIN EUSTICE- AP	11.10.23	11/16/2023	OFFICE SUPPLIES AND OT DI...	100-705-52001	151.17
JOAN YOUNGBERG	11.15.23	11/16/2023	CONTRACT PAYMENT FOR C...	100-709-52019	332.50
CARDINAL SERVICES INC	1230361	11/16/2023	TEMPORARY EMPLOYMENT	100-706-52023	721.53
CARDINAL SERVICES INC	1230361	11/16/2023	TEMPORARY EMPLOYMENT	100-708-52023	244.39
CARDINAL SERVICES INC	1230361	11/16/2023	TEMPORARY EMPLOYMENT	100-709-52023	209.47
ORKIN	252064164	11/16/2023	1810 OLD PORTLAND RD PES...	100-709-52023	176.99
EDUCATE STATION LLC	1088	11/09/2023	ANNUAL SUBSCRIPTION	100-706-52032	200.00
MAILBOXES NORTHWEST	11.6.23	11/09/2023	POSTAGE 2801 ACCT 1 PD	100-705-52001	63.60
ADLERHORST INTERNATIONAL...	110154	11/09/2023	K9 HARNESS-LEASH-TRAININ...	100-705-52044	360.96
OREGON LIBRARY ASSOCIAT...	50584595	11/09/2023	REGISTRATION FEE S BISHOP	100-706-52018	18.00
CANON SOLUTIONS AMERICA...	6005356479	11/09/2023	COPIER MAINTENANCE	100-706-52019	14.18
THE LIBRARY CORPORATION	67341	11/09/2023	2023 TLCU CONFERENCE REG...	100-706-52019	99.00
INGRAM LIBRARY SERVICES	78060503	11/09/2023	BOOKS 20C7921	100-706-52033	16.06
INGRAM LIBRARY SERVICES	78060504	11/09/2023	BOOKS 20C7921	100-706-52033	608.66
INGRAM LIBRARY SERVICES	78060505	11/09/2023	BOOKS 20C7921	100-706-52033	11.77
INGRAM LIBRARY SERVICES	78060506	11/09/2023	BOOKS 20C7921	100-706-52033	16.87
INGRAM LIBRARY SERVICES	78116005	11/09/2023	BOOKS 20C7921	100-706-52033	181.81
INGRAM LIBRARY SERVICES	78116006	11/09/2023	BOOKS 20C7921	100-706-52033	199.26
INGRAM LIBRARY SERVICES	78146573	11/09/2023	BOOKS 20C7921	100-706-52033	98.68
INGRAM LIBRARY SERVICES	78146574	11/09/2023	BOOKS 20C7921	100-706-52033	762.83
OVERDRIVE	H-0095969	11/09/2023	FUTURE CONTENT PURCHAS...	100-706-52032	5,597.36
AXON ENTERPRISE INC	INUS199538	11/09/2023	FLEET 3 ALPR LICENSE 1 CAM...	100-705-52001	2,659.51
Fund 100 - GENERAL FUND Total:					83,842.53
Fund: 201 - VISITOR TOURISM					
NW NATURAL GAS	11.08.23	11/13/2023	7764	201-000-52003	59.13
NW NATURAL GAS	11.08.23	11/13/2023	9614	201-000-52003	62.63
COLUMBIA RIVER PUD	10.20.23 94111.1	11/15/2023	94111	201-000-52130	5.00
Fund 201 - VISITOR TOURISM Total:					126.76
Fund: 202 - COMMUNITY DEVELOPMENT					
TIBERIUS SOLUTIONS LLC	1984	11/15/2023	FINANCE CONSULTANT	202-721-52051	2,252.50
U.S. BANK ST. PAUL	2413710	11/27/2023	FULL FAITH & CREDIT REFUN...	202-723-55002	4,660.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					6,912.50
Fund: 203 - COMMUNITY ENHANCEMENT					
KJ SECURITY SOLUTIONS & L...	0005473	11/13/2023	LOCKSMITH-REC CENTER	203-709-52028	935.00
CARDINAL SERVICES INC	1230167	11/13/2023	TEMPORARY EMPLOYMENT	203-709-52028	79.42
SCHOLASTIC INC	50584595	11/13/2023	BOOKS	203-706-52090	1,024.00
CARDINAL SERVICES INC	1230361	11/16/2023	TEMPORARY EMPLOYMENT	203-709-52028	920.22
Fund 203 - COMMUNITY ENHANCEMENT Total:					2,958.64
Fund: 205 - STREETS					
U.S. BANK ST. PAUL	2413710	11/27/2023	FULL FAITH & CREDIT REFUN...	205-000-55002	4,890.00
Fund 205 - STREETS Total:					4,890.00
Fund: 601 - WATER					
NW NATURAL GAS	11.08.23	11/13/2023	2942	601-732-52003	48.82
ACE HARDWARE - ST. HELENS	10.31.23 60180	11/14/2023	MATERIALS ACE ACCT 60180	601-732-52001	85.93
ACE HARDWARE - ST. HELENS	10.31.23 60180	11/14/2023	MATERIALS ACE ACCT 60180	601-732-52001	-14.20
ACE HARDWARE - ST. HELENS	10.31.23 60181	11/14/2023	ACE MATERIALS ACCT 60181	601-731-52001	-11.74
ACE HARDWARE - ST. HELENS	10.31.23 60181	11/14/2023	ACE MATERIALS ACCT 60181	601-731-52001	70.74
NORTHSTAR CHEMICAL	268165	11/15/2023	SODIUM HYPOCHLORITE 12....	601-732-52083	1,885.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LAWRENCE OIL COMPANY	CFSI-17630	11/16/2023	247752 WATER	601-732-52022	112.16
U.S. BANK ST. PAUL	2413710	11/27/2023	FULL FAITH & CREDIT REFUN...	601-000-55002	37,220.00
Fund 601 - WATER Total:					39,397.21
Fund: 603 - SEWER					
CITY OF PORTLAND	10452103	11/13/2023	LAB SERVICES	603-736-52064	1,705.00
CITY OF PORTLAND	10452103	11/13/2023	LAB SERVICES	603-737-52064	1,705.00
NW NATURAL GAS	11.08.23	11/13/2023	5750	603-736-52003	46.80
NW NATURAL GAS	11.08.23	11/13/2023	5750	603-737-52003	46.81
CARDINAL SERVICES INC	1230191	11/13/2023	TEMPORARY EMPLOYMENT	603-736-52023	104.74
SAIF CORPORATION	8674009E	11/13/2023	NONDISABLING REIMBURSE...	603-738-51015	749.69
ACE HARDWARE - ST. HELENS	10.31.23 60179	11/14/2023	60179 ACE ACCT MATERIALS	603-735-52001	62.08
ACE HARDWARE - ST. HELENS	10.31.23 60180	11/14/2023	MATERIALS ACE ACCT 60180	603-736-52001	45.99
ACE HARDWARE - ST. HELENS	10.31.23 60180	11/14/2023	MATERIALS ACE ACCT 60180	603-737-52001	45.99
ACE HARDWARE - ST. HELENS	10.31.23 60180	11/14/2023	MATERIALS ACE ACCT 60180	603-738-52001	23.99
ACE HARDWARE - ST. HELENS	10.31.23 60176	11/15/2023	MATERIALS ACE ACCT 60176 ...	603-736-52023	29.98
CARDINAL SERVICES INC	1230361	11/16/2023	TEMPORARY EMPLOYMENT	603-736-52023	139.65
U.S. BANK ST. PAUL	2413710	11/27/2023	FULL FAITH & CREDIT REFUN...	603-000-55002	45,405.00
U.S. BANK ST. PAUL	2413710	11/27/2023	FULL FAITH & CREDIT REFUN...	603-000-55002	-4.94
Fund 603 - SEWER Total:					50,105.78
Fund: 605 - STORM					
ACE HARDWARE - ST. HELENS	10.31.23 60180	11/14/2023	MATERIALS ACE ACCT 60180	605-000-52001	21.99
Fund 605 - STORM Total:					21.99
Fund: 703 - PW OPERATIONS					
NW NATURAL GAS	11.08.23	11/13/2023	8675	703-734-52003	30.36
NW NATURAL GAS	11.08.23	11/13/2023	7720	703-734-52003	16.63
ACE HARDWARE - ST. HELENS	10.31.23 60181	11/14/2023	ACE MATERIALS ACCT 60181	703-734-52001	32.98
ENTERPRISE FM TRUST	FBN4872387	11/14/2023	ENGINEERING 619034	703-733-52097	591.08
ENTERPRISE FM TRUST	FBN4884405	11/14/2023	ENTERPRISE FLEET LEASE & ...	703-734-52097	1,480.30
ACE HARDWARE - ST. HELENS	10.31.23 60176	11/15/2023	MATERIALS ACE ACCT 60176 ...	703-739-52001	53.73
COLUMBIA RIVER FIRE AND ...	11.01.23	11/15/2023	SHARED COST JOINT MAINT ...	703-739-52099	818.54
KINNEAR SPECIALTIES INC	5034170	11/15/2023	HOSE ASSEMBLY	703-739-52099	59.18
LAWRENCE OIL COMPANY	CFSI-17630	11/16/2023	247750 PUBLIC WORKS	703-734-52022	41.56
LAWRENCE OIL COMPANY	CFSI-17630	11/16/2023	247748 PUBLIC WORKS	703-734-52022	955.90
CARQUEST AUTO PARTS STO...	151010	11/09/2023	AUTO PARTS	703-739-52099	39.25
Fund 703 - PW OPERATIONS Total:					4,119.51
Fund: 706 - PUBLIC SAFETY					
OTAK INC	000112300171	11/13/2023	PUBLIC SAFETY BUILDING	706-000-52019	3,886.00
Fund 706 - PUBLIC SAFETY Total:					3,886.00
Grand Total:					196,260.92

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	83,842.53
201 - VISITOR TOURISM	126.76
202 - COMMUNITY DEVELOPMENT	6,912.50
203 - COMMUNITY ENHANCEMENT	2,958.64
205 - STREETS	4,890.00
601 - WATER	39,397.21
603 - SEWER	50,105.78
605 - STORM	21.99
703 - PW OPERATIONS	4,119.51
706 - PUBLIC SAFETY	3,886.00
Grand Total:	196,260.92

Account Summary

Account Number	Account Name	Expense Amount
100-000-37004	Miscellaneous	20.00
100-701-52019	Professional Services	3,232.00
100-702-52019	Professional Services	1,050.00
100-704-52019	Professional Services	12,595.00
100-705-52001	Operating Supplies	2,889.66
100-705-52003	Utilities	130.50
100-705-52019	Professional Services	21.50
100-705-52044	K9	360.96
100-705-52097	Enterprise Fleet	11,524.26
100-705-52098	Enterprise Fleet Mainte...	-490.09
100-706-52003	Utilities	509.61
100-706-52018	Professional Developme...	18.00
100-706-52019	Professional Services	113.18
100-706-52023	Facility Maintenance	1,431.42
100-706-52032	Digital Resources	5,797.36
100-706-52033	Printed Materials	1,895.94
100-707-52001	Operating Supplies	135.34
100-707-52008	Printing	4,147.69
100-707-52020	Bank Service Fees	22,180.69
100-708-52001	Operating Supplies	203.46
100-708-52003	Utilities	99.83
100-708-52019	Professional Services	1,810.20
100-708-52023	Facility Maintenance	535.14
100-708-52047	Marine Board	41.56
100-709-52003	Utilities	272.53
100-709-52019	Professional Services	332.50
100-709-52023	Facility Maintenance	967.27
100-709-52097	Enterprise Fleet	532.97
100-710-52087	Commission Stipends	90.00
100-710-52097	Enterprise Fleet	451.21
100-711-52097	Enterprise Fleet	522.55
100-712-52003	Utilities	9,638.08
100-712-52010	Telephone	212.15
100-715-52003	Utilities	252.07
100-715-52023	Facility Maintenance	310.99
100-715-52097	Enterprise Fleet	7.00
201-000-52003	Utilities	121.76
201-000-52130	Building Lease & Utilities	5.00
202-721-52051	Urban Renewal	2,252.50
202-723-55002	Interest	4,660.00
203-706-52090	LSTA Grant Expense	1,024.00
203-709-52028	Projects & Programs	1,934.64
205-000-55002	Interest	4,890.00
601-000-55002	Interest	37,220.00
601-731-52001	Operating Supplies	59.00

Account Summary

Account Number	Account Name	Expense Amount
601-732-52001	Operating Supplies	71.73
601-732-52003	Utilities	48.82
601-732-52022	Fuel	112.16
601-732-52083	Chemicals	1,885.50
603-000-55002	Interest	45,400.06
603-735-52001	Operating Supplies	62.08
603-736-52001	Operating Supplies	45.99
603-736-52003	Utilities	46.80
603-736-52023	Facility Maintenance	274.37
603-736-52064	Lab Testing	1,705.00
603-737-52001	Operating Supplies	45.99
603-737-52003	Utilities	46.81
603-737-52064	Lab Testing	1,705.00
603-738-51015	Other Benefits	749.69
603-738-52001	Operating Supplies	23.99
605-000-52001	Operating Supplies	21.99
703-733-52097	Enterprise Fleet	591.08
703-734-52001	Operating Supplies	32.98
703-734-52003	Utilities	46.99
703-734-52022	Fuel	997.46
703-734-52097	Enterprise Fleet	1,480.30
703-739-52001	Operating Supplies	53.73
703-739-52099	Equipment Operations	916.97
706-000-52019	Professional Services	3,886.00
	Grand Total:	196,260.92

Project Account Summary

Project Account Key	Expense Amount
None	196,260.92
Grand Total:	196,260.92



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Packet: APPKT00877 - AP 11.17.23 Court

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
Laliberte, Justin Gary	INV0006667	11/15/2023	Bail refund Laliberte, Justin ...	100-000-20200	125.00
Fund 100 - GENERAL FUND Total:					125.00
Grand Total:					125.00

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	125.00
Grand Total:	125.00

Account Summary

Account Number	Account Name	Expense Amount
100-000-20200	Court - Bail	125.00
Grand Total:		125.00

Project Account Summary

Project Account Key	Expense Amount
None	125.00
Grand Total:	125.00



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
CENTURY LINK	11.02.23 351B	11/17/2023	130	100-712-52010	143.29
CENTURY LINK	11.02.23 351B	11/17/2023	967	100-712-52010	139.79
CENTURY LINK	11.02.23 351B	11/17/2023	162	100-712-52010	89.48
CENTURY LINK	11.02.23 351B	11/17/2023	796	100-712-52010	44.12
CENTURY LINK	11.02.23 351B	11/17/2023	909	100-712-52010	102.85
CENTURY LINK	11.02.23 351B	11/17/2023	699	100-712-52010	132.33
CENTURY LINK	11.02.23 351B	11/17/2023	818	100-712-52010	400.78
CENTURY LINK	11.02.23 351B	11/17/2023	579	100-712-52010	47.88
CENTURY LINK	11.02.23 351B	11/17/2023	228	100-712-52010	92.00
CIS	PO-STH-I2023-01	11/17/2023	AUTO LIABILITY	100-715-52016	4,053.10
STEVEN LESKIN	00194	11/20/2023	COURT ATTORNEY FEES	100-704-52019	125.00
STEVEN LESKIN	00195	11/20/2023	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN LESKIN	00196	11/20/2023	COURT ATTORNEY FEES	100-704-52019	200.00
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	150 S 13 ST POLICE STATION ...	100-705-52003	419.62
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	150 S 13TH ST- POLICE	100-705-52003	140.90
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	375 S 18TH ST COLUMBIA CE...	100-706-52003	847.65
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	59.78
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	162 MCMICHAEL ST - CAMPB...	100-708-52003	115.30
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	475 S 18TH ST - MCCORMICK...	100-708-52003	700.05
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	264 STRAND ST- COL VIEW P...	100-708-52003	61.96
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	475 S 18 ST METER 10220167	100-708-52003	109.12
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	299 N 6TH ST - PARKS	100-708-52003	36.36
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	265 STRAND ST. - SPLASH PA...	100-708-52003	48.08
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	475 S 18TH ST- MCCORMICK ...	100-708-52003	42.60
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	200 N 7TH ST - PARK	100-708-52003	36.67
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	200 N RIVER ST - GREY CLIFFS...	100-708-52003	58.38
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	475 S 18TH ST	100-708-52003	108.74
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	475 S 18TH ST	100-708-52003	23.31
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	264 STRAND ST- PARKS/ GAZ...	100-708-52046	73.05
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	265 STRAND ST. - DOCKS	100-708-52046	461.23
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	264 STRAND ST- COL VIEW P...	100-708-52046	62.00
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	2625 GABLE RD REC CENTER	100-709-52003	228.78
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	277 STRAND ST -	100-715-52003	55.95
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	275 STRAND ST- CITY HALL U...	100-715-52003	112.64
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	265 STRAND ST- CITY HALL ...	100-715-52003	159.79
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	277 STRAND ST- CITY HALL U...	100-715-52003	75.55
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	265 STRAND ST- CITY HALL ...	100-715-52003	637.52
ORKIN	252062850	11/20/2023	PEST CONTROL POLICE	100-705-52023	174.99
QWEST DBA CENTURYLINK A...	3263X201-S-23318	11/20/2023	5163X201S3	100-712-52010	80.33
QWEST DBA CENTURYLINK A...	3263X204-S-23315	11/20/2023	5163X204S3	100-712-52010	80.33
CANON SOLUTIONS AMERICA..	6005255297	11/20/2023	COPIER MAINTENANCE	100-706-52019	21.73
CANON SOLUTIONS AMERICA..	6005255335	11/20/2023	COPIER MAINTENANCE	100-706-52019	20.41
CANON SOLUTIONS AMERICA..	6005991622	11/20/2023	COPIER MAINTENANCE	100-706-52019	12.51
INGRAM LIBRARY SERVICES	78254175	11/20/2023	BOOKS 20C7921	100-706-52033	101.25
INGRAM LIBRARY SERVICES	78254176	11/20/2023	BOOKS 20C7921	100-706-52033	281.90
INGRAM LIBRARY SERVICES	78299717	11/20/2023	BOOKS 20C7921	100-706-52033	247.14
INGRAM LIBRARY SERVICES	78312745	11/20/2023	BOOKS 20C7921	100-706-52033	43.33
INGRAM LIBRARY SERVICES	78312746	11/20/2023	BOOKS 20C7921	100-706-52033	280.91
INGRAM LIBRARY SERVICES	78312747	11/20/2023	BOOKS 20C7921	100-706-52033	209.04
INGRAM LIBRARY SERVICES	78753051	11/20/2023	BOOKS 20C7921	100-706-52033	14.01
INGRAM LIBRARY SERVICES	78753052	11/20/2023	BOOKS 20C7921	100-706-52033	818.59
INGRAM LIBRARY SERVICES	78794661	11/20/2023	BOOKS 20C7921	100-706-52033	12.04
INGRAM LIBRARY SERVICES	78794662	11/20/2023	BOOKS 20C7921	100-706-52033	45.43

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INGRAM LIBRARY SERVICES	78794663	11/20/2023	BOOKS 20C7921	100-706-52033	162.61
INGRAM LIBRARY SERVICES	78794664	11/20/2023	BOOKS 20C7921	100-706-52033	56.49
INGRAM LIBRARY SERVICES	78882838	11/20/2023	BOOKS 20C7921	100-706-52033	867.57
COMMUNICATIONS NORTH...	79379	11/20/2023	REPLACED 3 ANTENNAS ON ...	100-705-52001	185.00
DEPARTMENT OF ADMINIST...	ARQ26087	11/20/2023	THE OREGON COOPERATIVE ...	100-702-52019	2,000.00
Fund 100 - GENERAL FUND Total:					16,161.26

Fund: 201 - VISITOR TOURISM

E2C	4508	11/20/2023	MONTHLY MARKETING TINA ...	201-000-52019	10,000.00
Fund 201 - VISITOR TOURISM Total:					10,000.00

Fund: 202 - COMMUNITY DEVELOPMENT

OREGON DEPARTMENT OF F...	24120	11/20/2023	PROTECTION FOR LAND OR ...	202-724-52019	9,588.01
Fund 202 - COMMUNITY DEVELOPMENT Total:					9,588.01

Fund: 203 - COMMUNITY ENHANCEMENT

CARDINAL SERVICES INC	1230402	11/17/2023	TEMPORARY EMPLOYEMENT	203-709-52028	13.27
NICK S CLARK MASONRY INC	71	11/20/2023	VETERANS MEMORIAL	203-708-52040	10,075.70
Fund 203 - COMMUNITY ENHANCEMENT Total:					10,088.97

Fund: 205 - STREETS

COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	191 N MILTON WAY- LANDS...	205-000-52003	36.67
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	1370 COLUMBIA BLVD.- FOU...	205-000-52003	50.34
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	58651 COL HWY GATEWAY A...	205-000-52003	37.39
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	35320 SYKES RD	205-000-52003	44.17
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	715 S COLUMBIA RIVER HWY ..	205-000-52003	47.52
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	265 STRAND ST	205-000-52003	3,684.28
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	1800 COLUMBIA BLVD - SIG...	205-000-52003	116.61
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	191 N MILTON WAY - SIGNAL	205-000-52003	45.65
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	2198 COLUMBIA BLVD - SIG...	205-000-52003	51.27
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	59.93
COLUMBIA RIVER PUD	3001157	11/21/2023	STREET LIGHT MAINTENANCE	205-000-52003	102.77
Fund 205 - STREETS Total:					4,276.60

Fund: 601 - WATER

COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	35261 PITTSBURG RD- PW W...	601-731-52003	38.86
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	57500 OLD PORTLAND RD - ...	601-731-52003	68.39
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	1680 1 ST -	601-731-52003	2,006.19
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	2300 STRAND ST - WELL 2	601-731-52003	522.96
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	62420 COLUMBIA RIVER HWY..	601-731-52003	248.97
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	END OF KESTREL VIEW DRIVE	601-731-52003	132.43
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	1215 FOURTH ST - WFF	601-732-52003	4,872.72
CORE & MAIN	T668170	11/21/2023	MATERIALS	601-731-52001	3,612.14
Fund 601 - WATER Total:					11,502.66

Fund: 603 - SEWER

CENTURY LINK	11.02.23 351B	11/17/2023	654	603-736-52010	23.94
CENTURY LINK	11.02.23 351B	11/17/2023	293	603-736-52010	23.94
CENTURY LINK	11.02.23 351B	11/17/2023	688	603-736-52010	23.94
CENTURY LINK	11.02.23 351B	11/17/2023	600	603-736-52010	23.94
CENTURY LINK	11.02.23 351B	11/17/2023	600	603-737-52010	23.94
CENTURY LINK	11.02.23 351B	11/17/2023	654	603-737-52010	23.94
CENTURY LINK	11.02.23 351B	11/17/2023	293	603-737-52010	23.94
CENTURY LINK	11.02.23 351B	11/17/2023	688	603-737-52010	23.94
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	240 CLARK ST PUMP STATION	603-735-52003	36.75
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	451 PLYMOTH ST - WWTP L...	603-736-52003	2,116.41
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	451 PLYMOTH ST - WWTP L...	603-737-52003	2,116.40
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	240 MADRONA CT	603-738-52003	211.47
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	318 S 1ST ST- PS #1 8805564	603-738-52003	165.49
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	169 S 4TH ST WATER FLOW ...	603-738-52003	43.23
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	58360 OLD PORTLAND RD - P...	603-738-52003	257.00
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	58791 58725 COL RIV HWY P...	603-738-52003	49.22
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	35120 MAPLE ST. - PS 11	603-738-52003	110.36
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	110 S 4TH ST - PS 3	603-738-52003	52.83

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	134 N 1ST- PS 2 8873519	603-738-52003	135.12
Fund 603 - SEWER Total:					5,485.80
Fund: 703 - PW OPERATIONS					
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	984 OREGON ST - PW SHOP	703-734-52003	87.26
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	984 OREGON ST	703-734-52003	295.64
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	650 OREGON ST -LEMONT P...	703-734-52003	280.88
COLUMBIA RIVER PUD	11.15.23 7493	11/20/2023	1230 DEER ISLAND RD - PW	703-734-52003	118.03
Fund 703 - PW OPERATIONS Total:					781.81
Fund: 704 - FACILITY MAJOR MAINTNANCE					
AMERICAN EXTERMINATION ...	176910	11/17/2023	SENIOR CENTER PEST CONT...	704-000-53025	134.00
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					134.00
Fund: 706 - PUBLIC SAFETY					
MACKENZIE	1086116	11/20/2023	ST. HELENS PUBLIC SAFETY B...	706-000-52019	19,074.03
Fund 706 - PUBLIC SAFETY Total:					19,074.03
Grand Total:					87,093.14

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	16,161.26
201 - VISITOR TOURISM	10,000.00
202 - COMMUNITY DEVELOPMENT	9,588.01
203 - COMMUNITY ENHANCEMENT	10,088.97
205 - STREETS	4,276.60
601 - WATER	11,502.66
603 - SEWER	5,485.80
703 - PW OPERATIONS	781.81
704 - FACILITY MAJOR MAINTNANCE	134.00
706 - PUBLIC SAFETY	19,074.03
Grand Total:	87,093.14

Account Summary

Account Number	Account Name	Expense Amount
100-702-52019	Professional Services	2,000.00
100-704-52019	Professional Services	525.00
100-705-52001	Operating Supplies	185.00
100-705-52003	Utilities	560.52
100-705-52023	Facility Maintenance	174.99
100-706-52003	Utilities	847.65
100-706-52019	Professional Services	54.65
100-706-52033	Printed Materials	3,140.31
100-708-52003	Utilities	1,400.35
100-708-52046	Dock Services	596.28
100-709-52003	Utilities	228.78
100-712-52010	Telephone	1,353.18
100-715-52003	Utilities	1,041.45
100-715-52016	Insurance	4,053.10
201-000-52019	Professional Services	10,000.00
202-724-52019	Professional Services	9,588.01
203-708-52040	Veteran's Memorial	10,075.70
203-709-52028	Projects & Programs	13.27
205-000-52003	Utilities	4,276.60
601-731-52001	Operating Supplies	3,612.14
601-731-52003	Utilities	3,017.80
601-732-52003	Utilities	4,872.72
603-735-52003	Utilities	36.75
603-736-52003	Utilities	2,116.41
603-736-52010	Telephone	95.76
603-737-52003	Utilities	2,116.40
603-737-52010	Telephone	95.76
603-738-52003	Utilities	1,024.72
703-734-52003	Utilities	781.81
704-000-53025	Capital Outlay - Sr Center	134.00
706-000-52019	Professional Services	19,074.03
Grand Total:		87,093.14

Project Account Summary

Project Account Key	Expense Amount
None	87,093.14
Grand Total:	87,093.14



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
PAULSON PRINTING CO.	3195	11/21/2023	K/O	100-708-52001	178.00
EATONS TIRE AND AUTO REP...	83298	11/21/2023	RADIATOR REPAIR 2019 DO...	100-705-52098	219.64
EATONS TIRE AND AUTO REP...	83676	11/21/2023	VEHICLE MAINTENANCE	100-705-52098	875.85
L.N CURTIS AND SONS	INV74500	11/21/2023	POLICE UNIFORMS	100-705-52002	64.66
L.N CURTIS AND SONS	INV764146	11/21/2023	POLICE UNIFORMS	100-705-52002	48.80
L.N CURTIS AND SONS	INV765943	11/21/2023	POLICE UNIFORMS	100-705-52002	84.00
TYLER TECHNOLOGIES INC	025-445656	11/28/2023	MAINTENANCE/ANNUAL FEE...	100-707-52019	33,677.71
TYLER TECHNOLOGIES INC	025-446026	11/28/2023	INSITE TRAN FEE UB	100-707-52019	4,637.45
RICOH USA INC	107785935	11/28/2023	POLICE EQUIPMENT LEASE 1...	100-705-52001	325.72
PITNEY BOWES BANK INC PU...	11.12.23	11/28/2023	POSTAGE METER	100-715-52001	1,000.00
MORE POWER TECHNOLOGY...	15601	11/28/2023	MICROSOFT 365 BUS STAND...	100-712-52006	2,184.40
JORDAN RAMIS PC ATTORNE...	213071	11/28/2023	PLANNING	100-715-52019	2,139.00
SIERRA SPRINGS	21814586111123	11/28/2023	WATER BOTTLED COURT / UB..	100-715-52001	40.49
AT&T MOBILITY	287302289330X11232023	11/28/2023	287302289330 POLICE PHON...	100-705-52010	1,948.16
ST. HELENS AUTO CENTER	501103	11/28/2023	PARTS	100-705-52098	305.90
AMY LINDGREN LAW LLC	606	11/28/2023	JUDICIAL SERVICES	100-704-52019	5,750.00
CINTAS	8406541738	11/28/2023	PARKS FIRST AID CABINET SE...	100-708-52001	169.07
CINTAS	8406541739	11/28/2023	CITY HALL FIRST AID CABINET...	100-715-52001	133.63
WEX BANK	93227603	11/28/2023	POLICE FUEL PURCHASES	100-705-52022	5,049.19
WEX BANK	93227603	11/28/2023	BUILDING FUEL PURCHASES ...	100-711-52022	128.62
WEX BANK	93227603	11/28/2023	CITY HALL FUEL 0256	100-715-52022	36.22
SOLUTIONS YES	INV377904	11/28/2023	REPLACED PM KIT A AND FE...	100-715-52019	492.00
SCOTT HARENAPE	10.23-10.24.23	11/29/2023	CPR CLASS	100-705-52019	75.00
SCOTT HARENAPE	10.23-10.24.23	11/29/2023	CPR CLASS	100-706-52019	175.00
SCOTT HARENAPE	10.23-10.24.23	11/29/2023	CPR CLASS	100-708-52019	75.00
SCOTT HARENAPE	10.23-10.24.23	11/29/2023	CPR CLASS	100-715-52019	375.00
COLUMBIA COUNTY ANIMAL...	11.22.23	11/29/2023	RESTITUTION 18CR000289 M...	100-000-21000	84.00
ALLSTREAM	20054012	11/29/2023	ALLSTREAM PHONE ACCT 75...	100-712-52010	144.01
ORKIN	252065147	11/29/2023	375 S 18TH ST LIBRARY	100-706-52023	100.00
COMPLETE CARPET SERVICES	281073	11/29/2023	CITY HALL CARPET CLEANING	100-715-52019	2,744.00
CENTURY LINK BUSINESS SER...	664554662	11/29/2023	ACCT 88035002	100-712-52010	158.80
SHRED-IT C/O STERICYCLE INC	8005170428	11/29/2023	CITY HALL SHRED SERVICE	100-715-52001	112.93
SHRED-IT C/O STERICYCLE INC	8005214606	11/29/2023	POLICE DEPT SHRED SERVICE	100-705-52019	84.60
SUNSET AUTO PARTS INC - N...	95	11/29/2023	AUTO PARTS ACCT 6355	100-705-52098	124.70
Fund 100 - GENERAL FUND Total:					63,741.55
Fund: 201 - VISITOR TOURISM					
CITY OF ST. HELENS	11.22.23 78-001	11/28/2023	01-00178-001 MASONIC BUI...	201-000-52003	65.06
COLUMBIA RIVER PUD	11.22.23 94111	11/28/2023	94111	201-000-52130	362.26
SUNSET AUTO PARTS INC - N...	95	11/29/2023	AUTO PARTS ACCT 6355	201-000-52028	61.49
Fund 201 - VISITOR TOURISM Total:					488.81
Fund: 202 - COMMUNITY DEVELOPMENT					
BOISE WHITE PAPER LLC	11.16.23	11/21/2023	NOTE PAYEMNT	202-722-55001	12,500.00
KITTELSON & ASSOCIATES	01040859	11/28/2023	PROJECT 235440 1ST & ST ST...	202-723-53102	6,021.22
MOORE EXCAVATION INC	P-525 PAYMENT #11	11/28/2023	S 1ST & STRAND ROAD & UTI...	202-723-53102	783,811.27
MOORE EXCAVATION INC	R-685 PAYMENT #5	11/28/2023	S 1ST & ST HELENS INTERSEC...	202-723-53102	25,781.83
DAVID E BEE	2023_0280SH	11/29/2023	ST HELENS CENTRAL SITE VID...	202-726-52019	2,000.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					830,114.32
Fund: 203 - COMMUNITY ENHANCEMENT					
MERLE PENCE	11.29.23	11/29/2023	CONTRACT PAYMENT FOR S...	203-709-52028	700.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					700.00
Fund: 205 - STREETS					
TFT CONSTRUCTION INC	2789558	11/27/2023	COLUMBIA BLVD SIDEWALKS	205-000-53101	130,518.56

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	3001155	11/27/2023	STREET LIGHT MAINTENANCE	205-000-52003	724.76
TFT CONSTRUCTION INC	2789559	11/28/2023	PROJECT R-679B COLUMBIA ...	205-000-53101	13,908.00
TFT CONSTRUCTION INC	2789560	11/28/2023	COLUMBIA BLVD GRIND & P...	205-000-53001	70,145.91
DAVID EVANS AND ASSOCIA...	548579	11/28/2023	COLUMBIA BLVD. SIDEWALK	205-000-53101	1,591.45
Fund 205 - STREETS Total:					216,888.68
Fund: 302 - WATER SDC					
MOORE EXCAVATION INC	P-525 PAYMENT #11	11/28/2023	S 1ST & STRAND ROAD & UTI...	302-000-53103	145,380.00
Fund 302 - WATER SDC Total:					145,380.00
Fund: 601 - WATER					
H.D FOWLER COMPANY	11.28.23	11/29/2023	WATEROUS NOZZLE	601-731-52001	407.10
SUNSET AUTO PARTS INC - N...	95	11/29/2023	AUTO PARTS ACCT 6355	601-732-52001	17.54
Fund 601 - WATER Total:					424.64
Fund: 603 - SEWER					
JORDAN RAMIS PC ATTORNE...	213070	11/28/2023	CDBG	603-000-53034	717.39
JORDAN RAMIS PC ATTORNE...	213070	11/28/2023	CDBG	603-000-53035	141.51
JORDAN RAMIS PC ATTORNE...	213070	11/28/2023	CDBG	603-000-53409	506.10
JORDAN RAMIS PC ATTORNE...	213071	11/28/2023	PLANNING	603-000-53034	40.99
JORDAN RAMIS PC ATTORNE...	213071	11/28/2023	PLANNING	603-000-53035	8.09
JORDAN RAMIS PC ATTORNE...	213071	11/28/2023	PLANNING	603-000-53409	28.92
JORDAN RAMIS PC ATTORNE...	213072	11/28/2023	PUBLIC WORKS ENGINEERING	603-000-53034	607.44
JORDAN RAMIS PC ATTORNE...	213072	11/28/2023	PUBLIC WORKS ENGINEERING	603-000-53035	119.82
JORDAN RAMIS PC ATTORNE...	213072	11/28/2023	PUBLIC WORKS ENGINEERING	603-000-53409	428.53
SCOTT HARENAPE	10.23-10.24.23	11/29/2023	CPR CLASS	603-736-52019	50.00
ALLSTREAM	20054012	11/29/2023	ALLSTREAM PHONE ACCT 75...	603-736-52010	72.01
ALLSTREAM	20054012	11/29/2023	ALLSTREAM PHONE ACCT 75...	603-737-52010	72.01
ALS GROUP USA CORP	36-51-631920-0	11/29/2023	ANALYTICAL SERVICES	603-736-52064	350.00
HASA	931554	11/29/2023	MULTI CHLOR	603-736-52083	11,386.38
Fund 603 - SEWER Total:					14,529.19
Fund: 605 - STORM					
EAGLE STAR ROCK PRODUCTS..	42564	11/29/2023	ROCK MCCORMICK PARK	605-000-52001	187.39
EAGLE STAR ROCK PRODUCTS..	42572	11/29/2023	ROCK S 10TH ST STORM	605-000-52001	199.64
Fund 605 - STORM Total:					387.03
Fund: 703 - PW OPERATIONS					
METRO OVERHEAD DOOR	245947	11/28/2023	REPAIR SWEEPER SHED DOOR	703-734-52023	296.00
CINTAS	8406541737	11/28/2023	FIRST AID CABINET SERVICE	703-734-52019	113.21
WEX BANK	93227603	11/28/2023	PW CHEROKEE 25478	703-734-52022	836.63
SCOTT HARENAPE	10.23-10.24.23	11/29/2023	CPR CLASS	703-734-52019	275.00
SCOTT HARENAPE	10.23-10.24.23	11/29/2023	CPR CLASS	703-739-52019	100.00
SUNSET AUTO PARTS INC - N...	95	11/29/2023	AUTO PARTS ACCT 6355	703-739-52099	2,008.88
Fund 703 - PW OPERATIONS Total:					3,629.72
Fund: 706 - PUBLIC SAFETY					
ARBITRAGE COMPLIANCE SP...	1034503	11/28/2023	FULL FAITH & CREDIT OBLIG...	706-000-52019	1,200.00
Fund 706 - PUBLIC SAFETY Total:					1,200.00
Grand Total:					1,277,483.94

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	63,741.55
201 - VISITOR TOURISM	488.81
202 - COMMUNITY DEVELOPMENT	830,114.32
203 - COMMUNITY ENHANCEMENT	700.00
205 - STREETS	216,888.68
302 - WATER SDC	145,380.00
601 - WATER	424.64
603 - SEWER	14,529.19
605 - STORM	387.03
703 - PW OPERATIONS	3,629.72
706 - PUBLIC SAFETY	1,200.00
Grand Total:	1,277,483.94

Account Summary

Account Number	Account Name	Expense Amount
100-000-21000	Court - Restitution	84.00
100-704-52019	Professional Services	5,750.00
100-705-52001	Operating Supplies	325.72
100-705-52002	Personnel Uniforms Equ...	197.46
100-705-52010	Telephone	1,948.16
100-705-52019	Professional Services	159.60
100-705-52022	Fuel	5,049.19
100-705-52098	Enterprise Fleet Mainte...	1,526.09
100-706-52019	Professional Services	175.00
100-706-52023	Facility Maintenance	100.00
100-707-52019	Professional Services	38,315.16
100-708-52001	Operating Supplies	347.07
100-708-52019	Professional Services	75.00
100-711-52022	Fuel	128.62
100-712-52006	Computer Maintenance	2,184.40
100-712-52010	Telephone	302.81
100-715-52001	Operating Supplies	1,287.05
100-715-52019	Professional Services	5,750.00
100-715-52022	Fuel	36.22
201-000-52003	Utilities	65.06
201-000-52028	Projects & Programs	61.49
201-000-52130	Building Lease & Utilities	362.26
202-722-55001	Principal	12,500.00
202-723-53102	Downtown Infrastructure	815,614.32
202-726-52019	Professional Services	2,000.00
203-709-52028	Projects & Programs	700.00
205-000-52003	Utilities	724.76
205-000-53001	Capital Outlay (AKA Stre...	70,145.91
205-000-53101	Columbia Blvd Sidewalks	146,018.01
302-000-53103	URA Waterfront Improv...	145,380.00
601-731-52001	Operating Supplies	407.10
601-732-52001	Operating Supplies	17.54
603-000-53034	Basin 6 Project	1,365.82
603-000-53035	Basin 5 Pipeline Upsize	269.42
603-000-53409	BASIN 4 PIPELINE UPSIZE	963.55
603-736-52010	Telephone	72.01
603-736-52019	Professional Services	50.00
603-736-52064	Lab Testing	350.00
603-736-52083	Chemicals	11,386.38
603-737-52010	Telephone	72.01
605-000-52001	Operating Supplies	387.03
703-734-52019	Professional Services	388.21
703-734-52022	Fuel	836.63
703-734-52023	Facility Maintenance	296.00

Account Summary

Account Number	Account Name	Expense Amount
703-739-52019	Professional Services	100.00
703-739-52099	Equipment Operations	2,008.88
706-000-52019	Professional Services	1,200.00
	Grand Total:	1,277,483.94

Project Account Summary

Project Account Key	Expense Amount
None	1,277,483.94
	Grand Total: 1,277,483.94