



COUNCIL REGULAR SESSION

Wednesday, September 01, 2021 at 7:00 PM

COUNCIL MEMBERS:

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

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (see details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

ORDINANCES – *First Reading*

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

RESOLUTIONS

- 2. PUBLIC COMMENT** - Increase in Drop Box Rates

Resolution No. 1933: A Resolution Establishing Drop Box Rates and Superseding Resolution No. 1898

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 3.** Concession Agreement with Shiver Me Ice Cream Mobile Ice Cream Truck
- 4.** Agreement with Strategic Networks Group, Inc. (SNG) for Broadband Economic Case and Market Demand Assessment
- 5.** First Amendment to Agreement with Pacific Northern Environmental DBA Advanced Electrical Technologies for the Water Filtration Facility SCADA Update
- 6.** Work Order No. 2 with Mayer/Reed, Inc. for the Riverwalk Phase I and Phase II Design Work
- 7.** First Amendment to Contract with Edge Development for Campbell Park Sports Courts Installation
- 8.** Contract Payments

CONSENT AGENDA FOR ACCEPTANCE

- 9.** Contract with Ken Leahy Construction for Soil Stabilization by Cement Amending the Sub-Grade in an Area of Campbell Park

CONSENT AGENDA FOR APPROVAL

- 10.** Council Minutes dated August 4 and 18, 2021

[11.](#) Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

MAYOR SCHOLL REPORTS

COUNCIL MEMBER REPORTS

OTHER BUSINESS

ADJOURN

VIRTUAL ZOOM MEETING DETAILS

Join: <https://us06web.zoom.us/j/5033976272?pwd=NTB4RzBwbjhHWDg4OXQrcWo5VDE3UT09>

Meeting ID: 503 397 6272

Passcode: 8675309

Dial by your location: 1 213 338 8477

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

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

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

City of St. Helens
ORDINANCE NO. 3270

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

THE CITY OF ST. HELENS ORDAINS AS FOLLOWS:

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

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

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

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

FRANCHISE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to CRPUD:

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

If to CITY:

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

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

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

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

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

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

By _____

CITY
CITY OF ST. HELENS, OR

By _____
Mayor

CRPUD
COLUMBIA RIVER PEOPLE'S
UTILITY DISTRICT

By _____
General Manager

City of St. Helens
RESOLUTION NO. 1933

**A RESOLUTION ESTABLISHING DROP BOX RATES
AND SUPERSEDING RESOLUTION NO. 1898**

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

WHEREAS, this year's CPI index was 261.706, up from 252.401 in July of 2020, which was an annual change of 3.687%; and

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

WHEREAS, it is essential that this expense to the City's commercial drop box franchise holder be passed on to their customers effective October 1, 2021.

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

Section 1. Effective October 1, 2021, commercial drop box rates for the City of St. Helens at the Columbia County Transfer Station disposal site are hereby adopted as follows:

PICK-UP, DELIVERY AND DISPOSAL FEES

<u>Box Size</u>	<u>Fees</u>
40 yards	\$150.34
30 yards	\$150.34
20 yards	\$142.81
10 yards	\$136.01

COMPACTED PICK-UP, DELIVERY AND DISPOSAL FEES

<u>Box Size</u>	<u>Fees</u>
30 yards	\$286.35 plus 7% franchise fee plus \$93.06 disposal fee per ton

MISCELLANEOUS FEES

Rental per day – all sizes	\$	4.57
Rental per month – all sizes	\$	91.62
Mileage – all sizes	\$	1.80
Disposal fee per ton	\$	93.06

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

Section 2. Resolution No. 1898 is hereby superseded by this Resolution.

Approved and adopted by the City Council on September 1, 2021, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens

CONCESSION AGREEMENT

(aka: Revocable License Agreement)

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2021, by and between the Licensor, **City of St. Helens**, a municipal corporation of the State of Oregon, (hereinafter referred to as "City"), and **Shiver Me Ice Cream**, (hereinafter referred to as "Licensee"), for **selling ice cream from a mobile ice cream truck on City property** (Event/Business).

RECITALS

A. The City owns or controls certain real property depicted in Exhibit A attached hereto and made a part hereof by this reference, comprising **various City properties and right-of-ways** including associated parking areas and public rights-of-way, being and situated in the City of St. Helens, Columbia County, Oregon.

B. City desires to have an attractive, clean, and inviting commercial business operate in the above-described location.

C. The use and occupancy of the portion of the public property identified in Exhibit A (hereinafter referred to as "concession area") by a commercial business pursuant to a valid Concession Agreement is consistent with the purpose of such public property.

D. Licensee is a currently licensed business enterprise in the City of St. Helens [Business License No. 00018] and has requested permission to operate its commercial business utilizing a portion of the above-referenced property more particularly described and shown in the concession area.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and City agree as follows:

1. RECITALS: The above statements are true and correct and are incorporated herein by this reference.

2. CITY RESPONSIBILITY-GRANT OF LICENSE: City hereby grants and delivers and Licensee hereby accepts this license for use of the concession area, subject to the conditions, covenants and terms of this Agreement. Licensee shall be permitted to take occupancy of the concession area on June 1, 2021 or sooner if mutually agreed between Licensee and City. Licensee shall have the right to operate and maintain an exclusive concession within the described concession area. The purpose of the license is the use of the property as a place to sell ice cream and other goods available to the general public.

Notwithstanding this exclusive grant, the property shall be used and maintained for the public purpose for which the property is held or controlled by the City; accordingly, the license is subject to all the terms, covenants, conditions, and restrictions in the property deed and as otherwise recorded in the official records. As such, the public shall be authorized in the use of and the ingress and egress across all the concession area, subject to reasonable restrictions and conditions set forth in this Agreement.

3. **LICENSEE RESPONSIBILITIES:** The Licensee shall manage, operate, and maintain the concession area as follows:

- (1) Operate the concession in accordance with all applicable provisions of the Oregon Revised Statutes;
- (2) Operate the concession in accordance with this Agreement for the sole purpose of **selling ice cream and miscellaneous goods** as more fully stated in Exhibit B attached hereto and incorporated by this reference;
- (3) Comply with all applicable federal, state and local laws, rules, and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or any other protected class;
- (4) Comply with the Americans with Disabilities Act, all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by the Licensee;
- (5) Provide an irrevocable right of entry to permit inspection by City representatives and other governmental authorities for purposes of regulatory compliance inspection and determination determine compliance with this Agreement and the general condition of facilities. City reserves to itself the irrevocable right-of-entry for the inspection of the premises to determine compliance with this Agreement and the general condition of the facilities.
- (6) Obtain all federal, state and local permits, licenses and authorizations necessary for the management, operation and maintenance envisioned by this Agreement and the proposal;
- (7) Provide adequate security measures to prevent the unauthorized use of the concession area, facilities, grounds and protect the vested interests of Licensee and City;
- (8) Employ clean, courteous, and appropriately licensed and trained personnel to provide the best possible service to the patrons;

(9) Maintain all the grounds, improvements, facilities, assets, and fixtures contained therein, within the concession area in good repair and in safe, sanitary, clean, and attractive condition that is acceptable to and approved by the City. All improvements must meet local and state code and all work must be performed by appropriately licensed contractors;

(10) Inspect, repair and maintain on a monthly basis the fire extinguishers and comply with all fire safety guidelines and recommendations as mandated by the Building Division and the Columbia River Fire and Rescue District as part of their periodic safety inspections;

Licensee is not authorized to make physical improvements or alterations to City property or to install fixtures thereon without the express written authorization of the City Public Works Director and City Administrator. Improvements may only be made in accordance with approved plans. Licensee is not authorized to make application for site design review or any other land use or building division permit concerning City property. Physical improvements or installation of fixtures shall, upon termination of this license, become the property of the City and shall be treated as donations to the City, free of any encumbrances.

4. DURATION: The duration of the License / Concession granted by this Agreement is for only: ☐ the following days: _____ [X] the season commencing on June 1, 2021 and terminating on 10/31/21, 2021. Subsequent dates or seasons shall require a new agreement. The obligations of the Licensee continue until full payment of all financial obligations is received by the City and the resolution of any claims.

5. TERM: The term of this Agreement shall commence upon approval and execution by both City and Licensee and shall terminate on 10/31, 2021, unless administratively extended in writing as provided for herein. The City Administrator may extend this Agreement by twelve (12) months by indicating in writing to Licensee that an extension of the Agreement is sought under the same terms and conditions of this Agreement. The extension shall be effective upon receipt of a document from an authorized representative of Licensee consenting to the extension under the same terms and conditions.

6. PAYMENT: Licensee shall pay the City no less than fifteen percent (15%) of gross revenues from sales derived from Licensee's use of the concession area. Payment shall be made within ☐ five working days of the end of the single or multiple day event; or [X] monthly during the season for which the concession is granted. For monthly payments, payments shall be made on or before the 10th day of each calendar month, for the previous month. Payments shall be made in cash to "City of St. Helens" either in person at City Hall or first-class mail delivered to 265 Strand Street, St. Helens, OR 97051. Licensee shall demonstrate to the satisfaction of the City Finance Director or City Administrator that the payment is the correct amount by producing evidence of gross sales, including the right of access by City to books and financial records. All required payments must be made and verified by the City before any new license/concession will be authorized with the Licensee.

7. UTILITIES/TAXES: Licensee shall pay all taxes associated with the performance of this Agreement. Licensee shall pay or reimburse the City for all actual utility and service costs, including specifically electric power, water, sewer, and garbage service, as applicable.

8. ANNUAL REPORT: As a prerequisite to grant of a new License Agreement, Licensee shall submit an Annual Report from the preceding season, if commercial activity was conducted in the City, and the report shall contain at a minimum the following information:

- a. Gross sales, expenses and net receipts certified for accuracy by the authorized agent of the applicant; and
- b. Authorized physical improvements made to the concession area during the preceding twelve months; and
- c. Authorized expenditures for maintenance, including lighting, if any.
- d. A summary of the improvements attached to the concession area including the date work was performed, who performed the work, the cost of labor and materials, contract specifications, as-built drawings, and applicable product literature.

9. INSURANCE: Licensee shall procure and maintain insurance in accordance with the requirements of the attached and incorporated Exhibit C in full force and effect throughout the term of this Agreement. Licensee shall provide the City with copies of said insurance certificates and shall name the City as an additional insured. Any request to modify or waive the insurance requirements stated herein must be approved in writing by the City Council or the delegated Contracting Officer.

10. RELEASE/HOLD HARMLESS: Licensee, for itself, its agents and employees, does hereby agree for themselves, their heirs, executors, administrators, successors and assigns, to release and forever discharge the City, its officers, directors, agents and employees, successors and assigns, from any and all claims or causes of action which Licensee, its agents and employees now has or which may hereinafter accrue against the City of St. Helens, in connection with or arising out of the activities permitted by this license/concession, including without limitation, property damage, personal injury, or death.

Licensee, for itself, its agents and employees shall hold harmless, indemnify, and defend the City of St. Helens, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity, including Licensee, arising from, during or in connection with the Licensee's entry onto and use of City property, except liability arising out of the sole negligence of the City or its employees. Such indemnification shall also cover claims brought against the City under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

11. TERMINATION:

(1) All or part of this Agreement may be terminated by mutual consent by both parties; or by either party at any time, upon thirty (30) days notice in writing and delivered by certified mail. In the event of termination of the Concession Agreement, each party shall be responsible for its own costs and expenses in complying with the Agreement.

(2) Subject to Section 12, the City shall have the right in its sole discretion, to terminate this Agreement for cause by giving written notice to Licensee. "Cause" means any failure to perform any of the obligations or requirements of this Concession Agreement, including any specified default provision or any other violation of the terms of this Concession Agreement.

(3) Except as provided in paragraph (4), termination shall not occur less than ☒ 24 hours or ☐ days after written notice to the Licensee or the City.

(4) Notwithstanding any other provision in this Agreement, City may terminate this Agreement immediately upon Licensee's failure to have in full force and effect any insurance required by Exhibit C to this Agreement. The City may provide the Licensee an opportunity to secure replacement insurance, (not to exceed 48 hours) but the concession area shall not be used, occupied, operated, or maintained for any reason whatsoever while Licensee's required insurance protection is not in full force and effect.

(5) Notwithstanding any other provision in this Agreement, in the event of termination, City may at its option and sole discretion, direct Licensee to remove any or all improvements, equipment, and furnishings installed pursuant to this Agreement.

(6) All responsibilities of Licensee under Sections 6, 7, and 10 shall survive termination.

12. DEFAULT: The Licensee may be declared in default by the City if:

(1) Licensee vacates, deserts, or abandons the premises for a period of seven (7) days or more; or

(2) Licensee fails to keep the premises in a safe and sanitary condition for a period of [24] hours or days or more; or

(3) Licensee fails to comply with any of the statutes, ordinances, rules, orders, regulations, or requirements of the federal, state, county, city government and special district, including specifically health department regulations, fire and building code and Planning Department; or

(4) Licensee becomes insolvent; or

(5) A voluntary or involuntary petition in bankruptcy is filed by or against the Licensee; or

- (6) A receiver is appointed to take charge of the Licensee's affairs, or
- (7) Licensee fails to maintain and provide access to adequate financial records. City will protect the confidentiality of the Licensee's financial records to the extent allowed by law except where access to such records is material to pending litigation.

In such event or events of default as set forth above, whether this Agreement shall be terminated or not, the Licensee agrees to surrender to the City the entire concession area immediately upon notice of default and the City may immediately remove the Licensee or any other person who may be occupying the premises without resort to courts for an Order sanctioning such action. Removal includes complete removal of personal property using City forces, or pursuant to this contract.

13. SURRENDER: Upon the expiration of the original term or terms, as extended by the parties, Licensee shall surrender to the City the premises in as good or better condition and order as was originally received, except for typical wear and tear. Surrender is considered complete only upon approval of site conditions as determined by the City. City will inspect site within 48 hours of receipt of written notice from Licensee of readiness for inspection. The 48-hour period does not apply to Saturday, Sunday, or any recognized City holiday.

Upon expiration, abandonment, termination, or cancellation of this Agreement for any cause, Licensee shall immediately quit the premises and shall remove its personal property not affixed to the land and leave the site in a clean and tidy condition acceptable to the City. Any personal property not removed within that time shall be deemed abandoned and shall become at once the property of the City. Any buildings, alterations, or other improvements affixed to the land, except for movable furniture and trade fixtures, shall become a part of the land and shall belong to the City upon the expiration or termination of this Agreement for any cause. In the event of termination of this contract prior to its expiration for reasons other than breach, or default on the part of Licensee or other than abandonment by Licensee or other than for cause, or other than wrongful termination or repudiation by Licensee, City shall pay Licensee such sums as the parties agree represent the reasonable value of improvements made by Licensee on the property and existing at the time of termination of this Agreement, provided such improvements were made with authorization. Licensee shall in such event accept said sum in satisfaction of any claim. If the parties cannot agree on the value, the matter shall be resolved as provided in Section 14 - Dispute Resolution.

14. DISPUTE RESOLUTION:

14.1 The parties mutually agree that any dispute that may arise under this Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation shall occur in the Portland, Oregon metropolitan area, and the mediation fees and mediator's expenses shall be shared equally by the parties. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

14.2 Subject to Section 14.1, all legal and equitable disputes and controversies arising from or related to this Agreement shall be submitted to arbitration under the auspices and rules

and procedures of the Arbitration Service of Portland, Inc. The parties may agree in writing that the arbitration be held before an arbitrator not affiliated with the Arbitration Service of Portland; however, in any event, the rules and procedures of the Arbitration Service of Portland will be applied to any arbitration between the parties. The party prevailing in the arbitration shall also recover such amounts for its costs and attorney fees incurred in connection with the arbitration as shall be determined by the arbitrator. The Arbitration Award shall be final and binding on the parties to the furthest extent allowed by law. Nothing herein, however, shall prevent a party to this Agreement from resorting to a court of competent jurisdiction to obtain injunctive relief.

15. NOTICE: All notices and correspondence shall be made in writing and may be given by personal delivery or by mail. Notices and correspondence sent by mail should be addressed as follows:

City: City of St. Helens
Attn.: City Administrator
265 Strand Street
St. Helens, OR 97051
Phone: 503-397-6272

Licensee: Patrick McCord **Janeen Sepulveda**
Dbas: Shiver Me Ice Cream
26420 O & N Road
Scappoose, OR 97056
Business phone: 541-799-4870
Cell: 541-606-8873
Email: ~~jansep4151@hotmail.com~~ **patinadude@hotmail.com**

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

16. ASSIGNMENT/DELEGATION: Licensee shall not assign, sublet, transfer any interest in, or delegate any duty under this Agreement without the written consent of the City, and no assignment or delegation shall be of any force or effect whatsoever unless and until the City has so consented.


17. EMERGENCY: Nothing in this Agreement prohibits or restricts the power of the City governing body, the Mayor, the Public Works Director, Police Chief, or other City official from adopting or promulgating rules necessary to regulate the time, manner, and place of public access to public facilities or property in order to address an emergency.

18. MERGER: This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed either as individuals, or by their officers, thereunto duly authorized.

DATED this ____ day of _____, 2021.

Licensee:



Licensee
Print Name: Aneen Sepulveda

City of St. Helens:

City / Licensors
John Walsh, City Administrator
City of St. Helens
265 Strand Street
St. Helens, OR 97051

City / Licensors
Dave Elder, Public Works Supervisor
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Exhibit A - Concession Area

Traveling ice cream truck on City streets and in City parks

Exhibit B - Proposal Documents

Include an itemized list of products sold and the price for each item.

Banab Pops	1.00
Fudge Sicle	1.00
Jolly Rancher	1.00
Sponge bob	2.50
cream sicle	2.50
Fudge bar	2.00
Minion	2.00
lasso	2.50
spiderman	2.50
melon	3.00
not shine	2.50
shortcake	3.00
oreo	3.00
MEM sandwich	3.00
rumstik	3.00
Frosty Paws	3.00
ogen Daz	3.50
leto	3.50

★★ All items are subject to change depending on availability.

EXHIBIT C - 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	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advert. Injury	\$1,000,000	
		w/ umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence	\$500,000	NO
	Annual Aggregate	\$500,000	

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.

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 Contract 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 Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

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 Contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) 08/12/2021
Item #3.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CoverWallet, Inc. 25 W 45th Street, Floor 15 New York NY 10036	CONTACT NAME: Kyle Kline	
	PHONE (A/C, No, Ext): (646) 844-9933 FAX (A/C, No):	
INSURED Patrick McCord DBA Shiver Me Ice Cream 26420 O and North Road Scappoose, OR, 97056	E-MAIL ADDRESS: customer.service@coverwallet.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	UDC-4912287-CGL-21	07/27/2021	07/27/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured with respect to the General Liability per the policy's terms and conditions.

CERTIFICATE HOLDER City of St Helen's 265 Strand Street Saint Helens, OR, 97051	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Margaret M. Reff</i>
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**Sublimity Insurance Company**100 SW Sublimity Blvd. PO BOX 219
Sublimity, OR 97385**Automobile Declaration**

Item #3.

Policy #: PA-167446-001

Policy Period: 12 Months Transaction Type: Renewal Premium Charge from 04/20/2021: \$1,663

From To

04/20/2021 04/20/2022

12:01AM AT
THE INSURED
ADDRESS

(Policy is continuous until cancelled)

NAMED INSURED & ADDRESSPatrick S McCord
Janeen L Sepulveda
26420 O and N Rd
Scappoose, OR 97056**AGENT NAME & ADDRESS 222**Rod Dunlap Insurance
5120 Main St.
Springfield, OR 97478
(541) 744-0556

Insurance is provided only where a premium and a limit of liability are shown below.

Coverages	Limit of Liability	12 Month Premiums		Total
		Vehicle 1	Vehicle 2	
Vehicle Description		2008 GMC Sierra 2500	2004 Dodge Neon	
A. Liability		81412-0.55	81412-0.55	
1. Bodily Injury				
	\$300,000 each accident	484	484	968
2. Property Damage		--	--	0
B. Medical Payments	Not Applicable	--	--	0
P. Personal Injury Protection	\$15,000 each person	102	102	204
C. Uninsured and Underinsured Motorist	\$300,000 each accident	57	57	114
U/M Property Damage	\$25,000 each vehicle	18	18	36
D. Damage to your Vehicle				
1. Other than Collision	Your Deductible is:	250	--	
	Your Premium is:	119	--	119
2. Collision	Your Deductible is:	500	--	
	Your Premium is:	222	--	222
Towing		--	--	0
Transportation Expense	\$20 per day/\$600 max \$40 per day/\$1200 max	Included ---	---	0
	Vehicle Total Premium	\$1,002	\$661	
	Total Premium			\$1,663

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 Strategic Networks Group, Inc. (“Contractor”).

RECITALS

A. The City is in need of personal services for a Broadband Economic Case and Market Demand Assessment 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 Broadband Economic Case and Market Demand Assessment and Contractor accepts such engagement. The principal contact for Contractor shall be Michael Curri, President, SNG, phone (202) 558-2128.

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 March 31, 2022. 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: Strategic Networks Group, Inc.
Attn: Michael Curri, President
2-137 Second Avenue
Ottawa, Ontario, K1S 2H4 Canada

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: _____

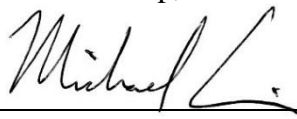
Print: _____

Title: _____

Date: _____

CONTRACTOR:

Strategic Networks Group, Inc.

Signature:  _____

Print: Michael Curri

Title: President

Date: August 23, 2021 _____**APPROVED AS TO FORM:**

By: _____

City Attorney



strategic
networks group

advancing economies in a digital world

Broadband Economic Case and Market Demand Assessment for Community Digital Infrastructure in St. Helens

**Prepared for:
City of St. Helens, Oregon**

August 23, 2021

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1. Introduction

Digital infrastructure is more than simply fast broadband. It is a platform for exchange and innovation so that all residents and businesses can participate in an increasingly online economy. SNG collects and analyzes internet connectivity and utilization data to assess the case for bringing investment to localities so they have the sustainable digital infrastructure they need to be connected in the new economy.

SNG's unique model builds an investment case for broadband by aggregating current – and more significantly – potential demand. Digital transformation converts potential demand into new online practices, which SNG's research has shown to, retain and grow local businesses, create new jobs, grows local economies, and improves local quality of life. This results in higher network revenue growth from new subscribers and higher network demand for Community Digital Infrastructure – which generates steady returns for the network and aligns investor goals with community needs.

It is essential for the long-term prosperity of any locality that all businesses and residents are able to participate equitably in the new economy. For local economic vitality and resiliency all businesses and residents must have the broadband they need and have the awareness and capabilities to use it effectively. Communities seeking better broadband need solutions now.

1.1 Growing the Local Economy and Network Demand

SNG will analyze the economic case for broadband and whether there is sufficient [network demand](#) from local economic growth to sustain a solid cash flow from a digital infrastructure investment. The market demand assessment includes:

- Current and [potential network demand](#) for broadband services
- Reliability and quality of service, including “Likelihood of changing provider” per Chart 1 below from SNG's statewide broadband assessment of Oregon – which shows a high likelihood of subscribers ready to switch to better service.
- Services for local utilities, anchor institutions (schools, municipal and county facilities, hospitals), etc.
- Potential demand for broadband and value-added services from under-utilization of online practices by local businesses and households, which through digital transformation will grow network demand for value-added services
- Dark fiber connections for larger enterprises
- Additional and new revenue streams from backhaul for LTE and future 5G deployments

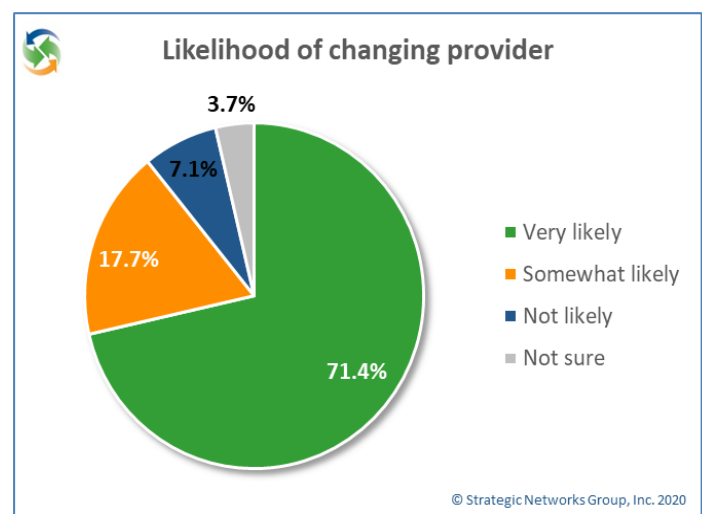


Chart 1: Likelihood of changing provider from SNG's statewide broadband assessment of Oregon, 2020.

Growing local network demand and community benefits that increase the economic case include:

- Economic growth and increased local GDP from increased local business competitiveness through business innovation, business attraction and retention, increased productivity, and businesses accessing new markets
- Cost reductions from spending on internet and telecommunications for existing and planned municipal/county facilities, as well as community anchor institutions, such as schools and libraries
- Retained and increased tax base from teleworking and home businesses, new employment opportunities, enhanced labor force skills, new income opportunities, and more.
- Broadband and telecommunication cost savings for households, which has a consumer surplus impact on local spending.
- Quality of life benefits from teleworking, schooling from home, telemedicine, etc. because broadband that is more affordable and reliable encourages people to come and stay in a locality rather than leave. See Chart 2 for example.
- Smart community service benefits and cost savings (facility management, smart grid, traffic and parking management, etc.)

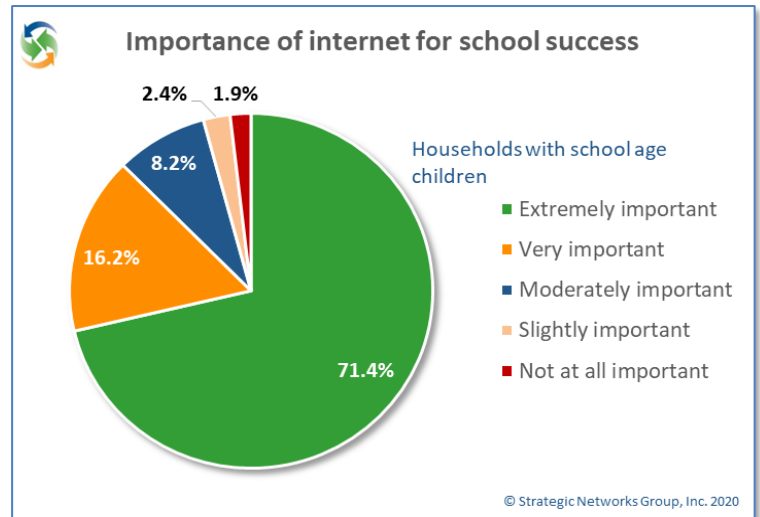


Chart 2: Importance of internet for school success from SNG's statewide broadband assessment of Oregon, 2020.

SNG brings industry-leading and proprietary tools and methods, unique experience and expertise to assess the economic case for investment, as well as identify and reduce potential risks with each candidate community.

1.2 Local Market Development and Network Sustainability through Community Engagement

Identifying opportunities in localities where there is alignment and buy-in is the first step for a Community Digital Infrastructure project. Developing the local broadband market drives local economic impacts and increases network sustainability. This has multiple facets that include:

- Strategic and tactical planning along with project management to develop and implement a customized plan that aggregates and drives local broadband demand.
- Engagement with local leaders and key stakeholders to identify common goals and issues, as well as ways to best create community awareness and buy-in.
- Conduct an extensive Broadband Impact and Market Assessment with local households, organizations, and businesses to understand local needs and transform potential demand into subscribers of value-added services.

- Develop an outreach and promotion plan to raise awareness across the community to engage households and businesses in understanding and adopting new online practices – which transforms potential demand for broadband into new subscriptions for value-added services

SNG's goal is for all businesses and residents in the community to have the broadband they need and have the awareness and capabilities to use it effectively. This starts with identifying goals, issues, gaps, barriers, and opportunities to move all within the community to the new economy through the **Digital Needs and Readiness Assessment**¹ recently completed for St. Helens.

SNG proposes to continue this focus on benefits to the community and its residents, to include:

1. **Economic Case Analysis** – Shows how reallocating existing local budgets plus addressing the 'why' of broadband can pay for digital infrastructure. We analyze up-front how community anchors (public and commercial) can realize new efficiencies from digital infrastructure, as well as which anchor applications (e.g., existing telecom and internet budgets, e-health, online education, smart community services) can drive network cash flows and community benefits. These are drivers for building an economic case for broadband – which is critical to underpin the investment when the unserved and underserved areas by themselves do not represent enough of a [business case for private sector investment](#). Like other infrastructure investments, the more local stakeholders understand how they individually benefit from digital infrastructure the greater their buy-in to the project and the process.
2. **Community Engagement and Strategic Planning** – Demonstrates to investors the community's commitment and ability to successfully support and execute project. Based on the **Economic Case Analysis** and discussions with local stakeholders, dependencies, contributions, and commitments will be identified to ensure project success. SNG provides a template of key project activities and stakeholder roles to partner and collaborate around common goals, driving take rates, ensuring a sustainable financial model, and achieving local economic and community benefits. Community engagement and strategic planning for the project includes identifying, committing, and scheduling:
 - In-kind contributions that have value and can reduce costs for the project, including: outreach and promotion (critical for driving local participation in the Broadband Impact and Market Assessment), marketing and communications, coordination, as well as hard assets such as facilities, pole attachments, rights of way, coordinating underground construction, existing fiber, etc.
 - Key organizations and institutions that can be "anchor tenants" and collaborators (e.g., municipal governments, school board, higher education, large commercial tenants)
 - Anchor applications that will drive utilization of the network (e.g., telehealth, online learning, regional marketplaces, smart community services)

¹ Digital Needs and Readiness Assessment engages community leaders to answer the 'why' of broadband by establishing a consensus on goals and issues that can be addressed through digital infrastructure. See: <https://sngroup.com/dnra-overview/>

- How broadband funding applications can be structured so they can complement and augment the private investment in digital infrastructure if and when the locality is awarded government funding. SNG recommends that localities proceed with [private investment to build digital infrastructure to not lose any additional time in bridging broadband gaps](#). In parallel, localities should apply for broadband funding once the application process is available.

3. **Broadband Impact and Market Assessment** - Gathering data from residents and businesses provides a baseline of facts, regarding the needs, service demand, gaps, opportunities, and issues that need to be addressed. This provides a foundation for driving infrastructure investment, as well as granular intelligence on gaps, barriers, and needs that are critical for marketing and sales.

The assessment provides community-wide data points and insights on why and how broadband can benefit local households, businesses, and the community. By quantifying local economy impacts and local quality of life benefits, the assessment collects the data needed to build an economic case for investing in broadband – which further engages stakeholders in the project. Before launching a broadband project, the Economic Impact and Market Assessment answers key questions, which include:

- Who wants broadband services and why?
- What are their barriers to overcome?
- How do people view the benefits – to them and to the locality?
- What impact will your project have on the locality?
- Are your goals aligned with local residents and businesses?

See: <https://sngroup.com/broadband-demand-market-assessment/>

The above methodology and process prepare the locality to go beyond simply getting faster internet. These are planning, community engagement, and local capacity building activities that are foundational to define and prepare the community for [digital transformation](#) and a successful digital infrastructure project. This process also benefits the investors and the network operator to ensure positive cash flows by gathering the market intelligence needed to grow the subscriber base and drive demand for value-added services. Most importantly, this process drives community benefits from those investments, for individual, for businesses, and the local economy.

2. Launching a Community Digital Infrastructure Project

2.1 Overview of Steps to Launch a Community Digital Infrastructure Project

The following table outlines the process that SNG will take with St. Helens to prepare for the community digital infrastructure project.

SNG's experience with implementing similar projects has taught us the importance of local alignment and commitment to a digital infrastructure project, active participation, and support of the process outlined below. This can include providing in-kind contributions to the project in terms of community engagement, making staff and support available, providing access to meeting venues, and implementing appropriate smart community solutions. It is also expected that communities demonstrate 'skin in the game' and investment in the process by contributing a nominal financial amount to data collection and preparation of reports that will be shared with the community.

Process and Project Milestones

SNG Deliverables	Cost	St. Helens Input / Contribution	Timeframe
1. Economic Case Analysis <ul style="list-style-type: none"> Assessing community benefits of investing in digital infrastructure Identify current connectivity and spending on telecoms by municipal organizations and anchor institutions 	\$3,500	<ul style="list-style-type: none"> Introductions to appropriate municipal staff and local community anchor institutions, e.g., schools, libraries, etc. 	Weeks 1-6
2. Community Engagement and Strategic Planning <ul style="list-style-type: none"> Develop community engagement plan Create statement of vision and goals for project based on economic case analysis Develop strategy to incorporate public funds to complement and augment the private investment in digital infrastructure Create messaging for outreach methods Establish partnership agreements as applicable 	\$14,500	<ul style="list-style-type: none"> Introduction to community leaders and stakeholders Identify stakeholders with connections to communities of interest Endorse outreach and promotion efforts across the community 	Weeks 6-12

SNG Deliverables	Cost	St. Helens Input / Contribution	Timeframe
3. Broadband Impact and Market Assessment with sign-up module to capture committed demand using survey-based approach. <ul style="list-style-type: none"> • Customize eHousehold and eBusiness Checkups for data collection (online surveys) • Secure email contact lists, if available • Deploy eCheckups and manage data collection • Process and analyze data for current and potential demand – identify sign-up candidates • Prepare Impact and Demand Assessment report 	\$60,000	<ul style="list-style-type: none"> • Provide endorsement for community participation and communication • Assist with outreach to community members via municipal outreach channels • Assist with engaging stakeholders to reach out to their communities • Identification of appropriate smart community solutions • Review demand assessment results and identify any issues and resolutions to proceed. 	Weeks 12-26

3. SNG Experience

SNG is a globally recognized leader in working with communities and regions to identify, quantify, and drive the local benefits of broadband. Our clients (see Appendix 2) want to know what broadband can do for them.

Our research, analytics, and [Digital Economy Database](#) (DED) on broadband demand has enabled us to develop key insights and strategies to drive local economic growth and realize community benefits through broadband. SNG has amassed an industry-unique database of more than 85,000 records on how households, businesses, and organizations are connected, using, and benefiting from the internet. This data has been collected across North America, including statewide broadband demand assessments for ten American states.

SNG's unique capability to compare broadband data and benchmark use of online practices provides our clients the unique capability to uncover gaps, barriers, and opportunities on where client localities stand – and where they need to be with broadband. SNG's goal is to give localities the data points they need to build buy-in and move forward based on actionable intelligence. Moreover, quantifying community returns from digital infrastructure investments focuses attention on expected outcomes, which identifies and helps prioritize common goals to become a driver for engaging local stakeholders and organizations.

Profile of Strategic Networks Group, Inc.



Founded in 1998, Strategic Networks Group is globally recognized as the leader in helping communities and regions transform their economies through broadband, digital infrastructure, and smart community services.

SNG's mission is to help clients assess whether economic growth and community benefits outweigh the costs of broadband and digital infrastructure investments – and how to drive digital transformation for new

SNG's vision is that digital infrastructure is a platform for smart community services, local innovation, and community vitality. By taking a longer-term, community-benefits approach to investing in infrastructure, next generation connectivity can be made available ubiquitously and affordably—at SNG, we call this the economic case for investing in broadband and digital infrastructure.

With the empirical evidence that SNG collects, and the actionable intelligence for planning they develop for communities and regions, we help clients make evidence-based decisions, build buy-in, and start a process that plans for outcomes and engages the community and its providers to:

- Address gaps in digital infrastructure availability and use without raising taxes, nor taking on unsustainable debt
- Grow the market for digital infrastructure and drive network sustainability by driving demand for smart community and online business applications
- Identify opportunities to implement enhanced essential services (smart community/neighborhood services, telehealth, online learning, AI-based security solutions, transportation technology, IoT initiatives, etc.) that pay for themselves and enhance local quality of life

SNG has worked with public and private sector clients across North America to develop strategies and develop programs to assess and address their digital infrastructure challenges, with the goal of driving local economic growth and community benefits. Using its one-of-a-kind solutions, SNG measures and analyzes digital infrastructure use at the individual business, organization, and household level.

SNG is recognized as the world leader in the econometrics of broadband and digital infrastructure and how to maximize the benefits from online applications (which include Smart community services). Applying their proven methodologies (e.g. Digital Economy Benchmarking) across the globe, SNG helps countries, states, counties, and municipalities maximize the impacts of digital infrastructure investments.

Clients have used SNG's work to develop funding applications and legislation to fund digital infrastructure and regional development initiatives. For example, in 2017 the State of Tennessee passed a \$45-million Tennessee Broadband Accessibility Act after having hired SNG to conduct a current state assessment of digital infrastructure. By quantifying the economic and community benefits from

investments digital infrastructure and online services, SNG's clients have empirical evidence to build consensus on gaps that need to be addressed and make the case for investments where there is not enough of a business case for the private sector to invest.

3.1 SNG Overview and Experience

Founded in 1998, Strategic Networks Group is globally recognized as the leader in helping clients understand and drive economic and community benefits from investing in digital infrastructure and smart community initiatives. We work with communities and regions across North America and internationally, as well as federal government agencies, utilities, and economic and regional development agencies.

Our vision is that digital infrastructure is a platform for smart community services, local innovation, and community vitality. By taking a longer-term, community-benefits approach to investing in infrastructure, next generation connectivity can be made available ubiquitously and affordably – at SNG we call this the economic case for investing in digital infrastructure.

Our mission is to help communities and regions understand the local economic growth opportunities and quality of life improvements enabled by meaningful use of digital infrastructure and smart city services. With the empirical evidence that SNG collects and actionable intelligence for planning we develop for communities and regions, we help our clients make evidence-based decisions, build buy-in, and start a process that plans for outcomes and engages the community and its providers to:

- Address gaps in digital infrastructure availability and use without raising taxes, nor taking on unsustainable debt;
- Grow the market for digital infrastructure and drive network sustainability by driving demand for smart city and online business applications; and,
- Identify opportunities to implement enhanced essential services (smart city / neighborhood services, ehealth, elearning, AI-based security solutions, transportation technology, IoT initiatives, etc.) that pay for themselves and enhance local quality of life.

SNG has worked with public and private sector clients across North America to develop strategies and develop programs to assess and address their digital infrastructure challenges, with the goal of driving local economic growth and community benefits. Using its one-of-a-kind solutions, SNG measures and analyzes digital infrastructure use at the individual business, organization, and household level.

SNG is recognized as the world leader in the econometrics of digital infrastructure and maximizing the benefits from online applications (which include Smart City services). Applying our proven methodologies (e.g. Digital Economy Benchmarking) across the globe, we help countries, states, counties, and municipalities maximize the impacts of digital infrastructure investments. We are the leading consulting firm in the United States in assessing the state of digital infrastructure and its use

"SNG's Research and Report helped lay the foundation for the passage of the 2017 Broadband Accessibility Act to deregulate, invest, and educate to increase broadband access and adoption in Tennessee."

Amanda Martin, Director
Tennessee Broadband Office
State of Tennessee

across nine American states. Clients have used SNG's work to develop programming and legislation to fund digital infrastructure and regional development initiatives. For example, in 2017 the State of Tennessee passed a \$45 million Tennessee Broadband Accessibility Act after having hired SNG to conduct a current state assessment of digital infrastructure.

By quantifying the economic and community benefits from investments digital infrastructure and online services, our clients have empirical evidence to build consensus on gaps that need to be addressed and make the case for investments where there is not enough of a business case for the private sector to invest.

Examples of SNG Projects

- [Making the case to build digital infrastructure: Custer County, Colorado](#) – conducted assessment of the economic case to invest in digital infrastructure for a rural county. Findings were used to make the case for Federal and State funding of broadband infrastructure.
- [Broadband Market Assessment: City of Highland, Illinois](#) – assessed the broadband market and developed a plan to augment the business case for a local internet service provider
- Further SNG project examples available upon request

Client Impact Statements

SNG offers local stakeholders global experience and specialization in broadband economics to build regional knowledge and capacity. The following are quotes from two of our clients.

“North Carolina has access to Strategic Network Group’s world-class solution set to analyze broadband utilization and its impacts. SNG provides e-NC a strategic advantage to support North Carolina communities’ regional economic development efforts.”

—Jane Smith Patterson, Executive Director, e-North Carolina Authority

“A detailed look at how businesses and other organizations use broadband is essential to developing strategies to help the internet contribute to productivity. The Strategic Network Group’s analysis provides insight for different kinds of businesses and organizations in different regions to help Illinois get the most out of high-speed connectivity.”

—John Horrigan, Research Director, Broadband Illinois
Associate Director, Research, Pew Internet and American Life Project

List of Select SNG Clients

Industry Canada
Infrastructure Canada
Government of Ontario
Ontario Management Board Secretariat
Town of Tillsonburg
State of Oregon Broadband Office
Tennessee Department of Economic and Community Development

Oregon Business Development Department
 Department of Commerce, North Carolina
 Partnership for a Connected Illinois
 Kansas Statewide Broadband Initiative
 Office of Broadband Outreach and Development, Commonwealth of Kentucky
 Highland Communication Services, City of Highland, Illinois
 West Carolina Tel (WCTEL), South Carolina
 OneCommunity
 IBM
 North Georgia Network
 e-North Carolina Authority, North Carolina
 Knight Center of Digital Intelligence
 Conference Board of Canada
 CISCO Networking Academy
 Department of Broadband, Communications and the Digital Economy, Australia
 British Telecom (United Kingdom)
 State of Louisiana
 Department of Trade and Industry, United Kingdom
 Canadian International Development Agency
 Fiber Broadband Association (previously Fiber to the Home Council Americas)
 Corning Optical Communications

3.2 SNG Team

Michael Curri – Project Lead



Project Assignments

Project lead and economic impact analysis

Education

Master of Arts, Economics, University of Waterloo, 1997

Bachelor of Science, Economics, Dalhousie University, 1993

Professional History

Mr. Curri has over 20 years of experience with broadband, the digital economy, and digital transformation working with governments at all levels (municipal, state, federal) and private sector broadband providers. SNG, which he founded in 1999, is recognized as an industry leader in assessing and driving economic and community benefits from investments in broadband and digital infrastructure.

Mr. Curri's approach is based on his experience that for broadband to be effective and transformational, it is essential to personalize the value of broadband at an individual level within localities and ensure that businesses and households have the tools they need to fully leverage technology. Mr. Curri leads a team of experienced specialists to help clients create measurable economic impacts and jobs by using broadband and digital infrastructure as a platform for innovation and community vitality.

Related Experience

Mr. Curri lead the SNG team to work with communities, regions, and States – including eleven (11) state-wide broadband market research to identify gaps, barriers, and opportunities. In addition, in working with localities and States, SNG prepared strategic and community engagement plans to help them better market and leverage their broadband for local economic development and improving local quality of life.

Working with rural Custer County, Colorado, Mr. Curri used findings from the April-May 2018 data collection and combined them with Colorado Department of Labor data, to develop six typologies that represent the most significant demographic groups within Custer County – currently and going forward. The six groups were characterized with typology analyses on what broadband could and should mean to each of them to personalize the value of broadband to their needs and wants – critical for network uptake and local growth.

With a vision to revitalize communities and regions by enabling them to more effectively participate in an increasingly digital economy, Mr. Curri has consulted and led on projects across North America, Europe, the Caribbean, and Asia. He regularly presents at national broadband conferences across North America.

Having worked with ten (10) State Broadband Authorities to assess and addressing broadband gaps, especially in rural areas, Mr. Curri brings unique experience and expertise for the enhancement and development of broadband initiatives.

Gary Dunmore – Research and Analysis



Project Assignments

Network requirements analysis

Education

Bachelor of Applied Science, Electrical Engineering, University of British Columbia, 1978

Professional History

Mr. Dunmore is an engineer (electrical) and business analyst with over 20 years of experience in the telecommunications industry and a proven track record in helping service providers define new business opportunities for service deployment. He has proven leadership skills in project planning, team management and project management developing successful business cases for a wide variety of telecom and internet operators across North America.

Since 1994, Mr. Dunmore has worked on telecommunications services and service deployment planning with telecom service providers. To assist decision-making, he has helped clients identify new opportunities for growth, market and revenue potential; develop the best solution for their network; and construct solid business cases and risk analysis for investment decisions.

Related Experience

Mr. Dunmore has provided project management leadership as well as leading the research and analysis methodologies on the majority of SNG projects over the past 15 years. Mr. Dunmore has also led the

development of SNG's innovative service applications that put SNG's research to work for clients. Prior to joining Strategic Networks Group, Mr. Dunmore spent over 20 years with Nortel Networks in Ottawa and Toronto.

Deb Watts – Broadband Planning and Community Engagement



Project Role

Community outreach and engagement and digital inclusion planning

Education

BS Molecular Biology from NC State University

MS Molecular Biology from Emory University

MBA and Ph.D (in progress) at the University of NC at Chapel Hill

Certifications: Cross Boundary Governance at the Kennedy School of Government at Harvard University; Certified trainer for NC REAL Entrepreneurship; certified trainer for UPRI Center for Rural Entrepreneurship

Professional History

Deborah T. Watts' career focus is on using technology and research to spur economic and community development. Watts spent 15 years as senior partner at Technology Development Group where she was instrumental in designing, managing and evaluating technology-based economic development initiatives that spanned sectors, geographies and technologies. Areas of expertise include business incubation, technology entrepreneurship, technology transfer/ adoption and program evaluation at local, state, national and international levels.

From 2001-2015, Ms. Watts served as Sr. Director for Research and Development for North Carolina's state broadband authority. In this role Watts was responsible for designing, funding and evaluating national best practice models for increasing broadband Internet access and utilization, including business and technology development centers, transactional e-government utilization, grassroots connectivity strategic planning initiatives and strategic broadband policy planning for North Carolina. Ms. Watts has been especially interested in exploring through research, experimental pilot programs and comprehensive and inclusive planning efforts ways to best extend the benefits of broadband to the community through technology adoption efforts targeting underserved and vulnerable populations – rural, elderly, disabled, and economically disadvantaged.

Related Experience

Ms. Watts has extensive hands-on experience working with communities to assess current status of broadband adoption and use; in identifying and quantifying the size and nature of challenges contributing to digital inequities; and working closely with community partners to craft and implement digital inclusion efforts customized to the local context. Ms. Watts is a skilled project evaluator, including a pivotal role in a multi-year evaluation of broadband technology projects funded by the Appalachian Regional Commission.

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 – SNG has general liability insurance of \$2million
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/NO – not applicable as not on site
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here <u>NA</u> State the reason it is not applicable: <u>SNG does not have employees in Oregon</u>		NO
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES – SNG has professional liability insurance of \$2 million

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

Cost Summary

Project Stage	SNG Cost
1. Economic Case Analysis	\$3,500
2. Community Engagement and Strategic Planning	\$14,500
3. Broadband Impact and Market Assessment	\$60,000
Total:	\$78,000

*SNG offers our services for these strategic and tactical planning, along with program management services at a rate of \$125 per hour for each SNG team member.

Proposed Payment Schedule

Payment Milestones	Amount	Date
Contract Signing	\$10,000	30 Aug 2021
Economic Case Analysis	\$3,500	8 Oct 2021
Community Engagement and Strategic Planning	\$9,500	19 Oct 2021
Broadband Impact and Market Assessment		
• Data Collection Tools Ready	\$10,000	
• Data Collection Complete	\$20,000	19 Nov 2021
• Broadband Impact and Market Assessment Report	\$25,000	17 Dec 2021
Total	\$78,000	

Proposal pricing valid for 15 days from date of issue. Payment Terms: Net 15 days from the date of invoice or receipt of deliverables, whichever is later.

**FIRST AMENDMENT TO
Pacific Northern Environmental DBA Advanced Electrical Technologies
Materials and Services Agreement
for the
Water Filtration Facility SCADA and Computer Update, Project No. W-471**

This agreement is entered into this 1st day of September 2021, by and between the City, (hereinafter "City"), and Pacific Northern Environmental DBA Advanced Electrical Technologies (hereinafter "Contractor").

RECITALS

- A. City and Contractor entered into a Materials and Services Agreement on February 4, 2021, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. As part of the original contract Contractor and City agreed that Contractor would provide equipment and materials and perform various services to update the Supervisory Control and Data Acquisition (SCADA) system at the Water Filtration Facility.
- C. The Contractor has experienced multiple delays in receiving the specified equipment for the project primarily related to shortages caused by the COVID-19 pandemic as further explained in the attached letter from Advanced Electrical Technologies.
- D. These delays have created a need for the final completion date of the project to be extended by 60 days.

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 completion date of the contract shall be extended to October 31, 2021.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 1st day of September 2021.

Contractor

City

Date: _____

Rick Scholl, Mayor
Date: _____

Attest:

By: _____
Kathy Payne, City Recorder

Request for Contract Extension

AET is requesting a modification to extend the contract for the Upgrade to the SCADA Control System at the Water Filtration Facility.

Over the course of this project, we have encountered difficulties most of which have been related to Covid 19. Procurement of almost all construction materials over the last 9 months has been harder than I have ever experienced. There was a delay in procuring the SCADA Servers which pushed us back 3 months to start. This delay pushed us to a point where we had scheduling conflicts with 3 projects that had hard set dates that involved multiple trades, plant downtime and outages. These 3 projects were heavy on the programming side and time had to be split from Nate and Davin (the programmer's that are working on this project) which also pushed us back further on this upgrade. Missing these dates would have been detrimental to the success of the projects as a whole, we had no other choice but to try and split their time as best as we could. Because this was something that would delay the completion of the WFF Upgrade, I assured Sue that we would make sure that the plant stay up and running if a failure were to occur that was directly related to our delays, such as a failed processor, computer, or HMI.

FMLA and PTO time also played a role in causing some delays to this project. Being that this is such a specialized set of skills, knowledge of the specific project, and consistency within the HMI and PLC programming, it would not have been in anyone's best interest to have another programmer try and get up to speed to fill in during these times.

Our most recent delay has been with a couple of items that were in the original HMI program that used ActiveX controls to deliver messages on numerous screens. This is not common practice and without diving deep into the HMI program, would not have been able to be recognized as such. This cost about 40hrs of work that we were not expecting and had no way of knowing before-hand. Davin worked with Rockwell Tech Support for a full week to get the issues around this ActiveX control sorted out and reverse engineered what was going on in the background.

At this point in time on 8/24, we are ready to bring the Servers on-site and run them in parallel with the current system. This is going to allow us to work on removing any of the bugs that may be present with the new system, while not taking down the existing system or the facility. We plan to run this way for about 2 weeks or until things seem to operate without issue. During this period, we will also be implementing the reporting and information side, as well as training the plant operators. Once the system is running correctly and we can verify feedback, control, alarms, and reporting, we will be able to do a cutover from the old system to the new system and have it running stand-alone.

We are getting close to completing this project, but still have some work to do to ensure that the City gets the best finished product. We ask that the City grant us an extension until 10/31 to make sure that everyone is satisfied with the finished product and properly trained on the system. This is a conservative date and we don't foresee it going into the month of October, but we would rather have it incase there are any other issues that need to be addressed towards the end of implementation.

Thank you for your consideration and we hope that you can understand that the delays in this project have been caused by outside influences, and not by any negligence on AET or the City's part.



Zach Warring

Automation Division Manager

City of St. Helens

AMENDMENT OF PERSONAL SERVICES AGREEMENT

This Amendment is made on _____, 2021, between City of St. Helens, an Oregon municipal corporation ("St. Helens"), and **Mayer/Reed, Inc.** ("Contractor").

RECITALS

A. WHEREAS, on or about March 4, 2021, St. Helens and Contractor entered into an agreement ("Agreement") in which Contractor agreed to provide services ("Services") related to 1) prepare full plans, specifications, estimates, permitting, and bid assistance for the Riverwalk Project Phase I and the Columbia View Park Amphitheater, 2) prepare plans, specifications, and estimates for Riverwalk Project Phase II at 30 percent design, and 3) bid assistance and construction management services for Riverwalk Project Phase I and Columbia View Park Amphitheater; and

B. WHEREAS, Section 2 and Section 4 of the Agreement provides that additional Work Orders may be added to complete the Scope of Work; and

C. WHEREAS, St. Helens and Contractor mutually desire to add Work Order #2 to the Agreement. The Scope of Work for Work Order #2 is included as **Attachment A** of this amendment. The terms of compensation are included as **Attachment B** of this amendment.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The Agreement signed on or about March 4, 2021 shall be amended to include **Work Order #2**, unless terminated according to the terms of the Agreement.

2. All other terms and conditions of the Agreement shall remain in full force and effect other than as specifically amended herein.

ST. HELENS:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon
municipal corporation

MAYER/REED, INC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

August 26, 2021

St. Helens Riverwalk

Ms. Jennifer Dimsho and Mr. John Walsh
City of St. Helens
265 Strand Street
St. Helens, Oregon
97051

Re: St. Helens Riverwalk Work Order 2

Dear Jennifer and John:

Thank you for the opportunity to continue working with the City of St. Helens on the Riverwalk project. Our team is eager to refine the preferred concepts established under Work Order 1. We understand that the goal of Work Order 2 is to complete design and permitting of the Riverwalk Phase 1 and to design the Riverwalk Phase 2 up to a 30% design level, so that the city may continue to fundraise and plan for future implementation phases outside of this contract.

Mayer/Reed is submitting a scope, fee and schedule for the Work Order 2 tasks, which includes:

- Technical Advisory Committee Meetings
- Public involvement, including one (1) public event
- Additional survey and geotechnical explorations
- Preliminary Design of Riverwalk Phase 1 & 2 and the Amphitheater Stage
- Final Design of Riverwalk Phase 1 and the Amphitheater Stage
- Permitting
- Contingency tasks for an Environmental Assessment and additional geotechnical exploration, if needed

Please see the attached scope of work and fee proposal, which include a detailed list of tasks along with assumptions and exclusions. The estimated fee for Work Order 2 is \$522,390 including project expenses. Design fees are lump sum and shall be billed monthly on a percent complete, per task basis.

Please let us know if this proposal meets your approval. If you have any questions, please don't hesitate to contact me.

Sincerely,

Mayer/Reed, Inc.



Jeramie Shane
Principal and Landscape Architect

St. Helens Riverwalk Work Order 2 Scope of Work Description

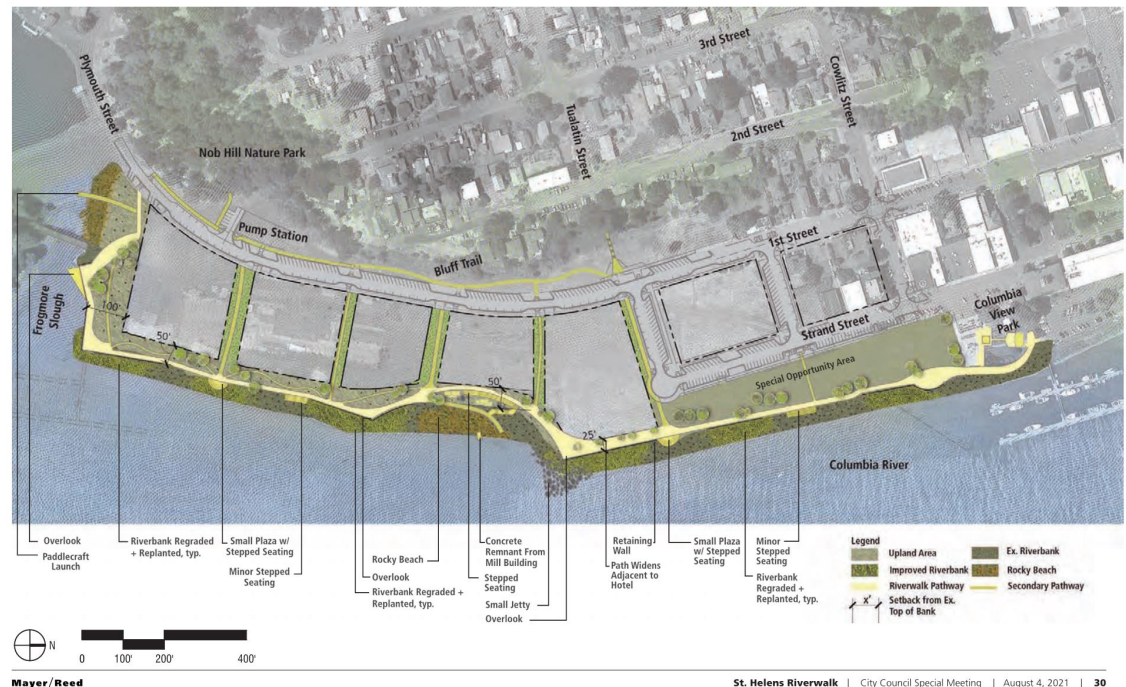
This scope of work consists of the St. Helens Riverwalk design and permitting. This scope of services includes a 30% Design Submittal for the Riverwalk Phase 1 and 2, as well as 60% Design, 90% Design, and Bid Document Submittals for the Riverwalk Phase 1. The design will be based on the preferred concept designs developed during Work Order 1 and presented to the St. Helens City Council on August 4, 2021. See concept drawings below.

Design for the **Riverwalk Phase 1** includes pedestrian pathway paving, seat walls, retaining walls, railings, and riverbank improvements. The extent of Phase 1 includes all areas along the Columbia River in the existing Columbia View Park, and a small section on the Veneer Property south of Columbia View Park. The approximate length of Phase 1 is 310 feet. The design will integrate around existing elements in the park, including the splash pad, playground, City Docks gangway access, and amphitheater seating.

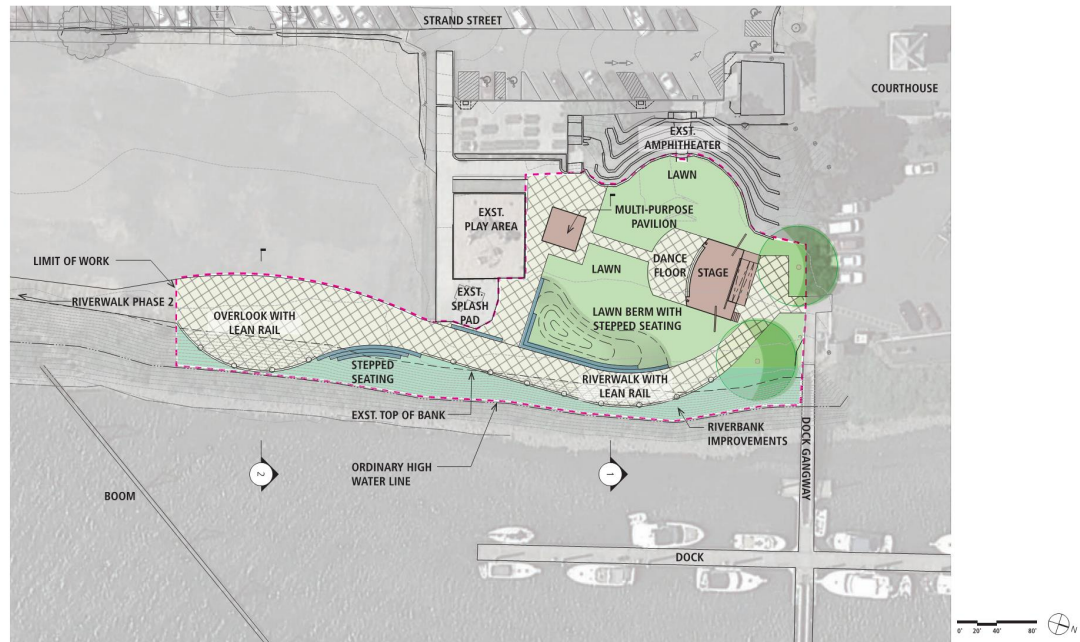
Design for the **Columbia View Park Amphitheater Stage & Multiuse Pavilion** will be based on the preferred concept selected in Work Order #1. The new stage will replace the existing gazebo stage structure. The pavilion will provide informal gathering and shade for park users and accommodate equipment during events. The existing Columbia View Park Amphitheater seating which has been constructed into the hillside of the park will remain.

Design for the **Riverwalk Project Phase 2** includes pathways, seating, plazas, retaining walls, overlooks, shoreline access, and riverbank improvements. The Riverwalk Phase 2 Project will extend south from Phase 1 to Plymouth Street, approximately 2,780 feet.

Preferred Overall Riverwalk Concept



Phase 1 Preferred Concept



Task 1: Project Management

- 1.1 Project Startup & Administration: Develop and revise work plan and schedule
- 1.2 PM Progress Meetings with Client: Prepare for and attend project management meetings. Assume 1 hour duration, approximately every-other week throughout project. See Table 1: Meeting Assumptions.
- 1.3 TAC meetings: Prepare for and attend up to nine (9) meetings with TAC committee. Agendas to be distributed in advance. Assume 1.5 hour duration typical, except for (1) half day workshop. See Table 1: Meeting Assumptions.
- 1.4 Design Team Meetings: Prepare for and attend design team coordination meetings. Assume 1hr typical, approximately every-other week during design phases. See Table 1: Meeting Assumptions.
- 1.5 City Council Meeting: Prepare for and attend up to one (1) City Council meeting. Assume in-person meeting.

Task 1 Deliverables:

- Project Work Plan & Schedule
- Meeting Agenda & Notes

Table 1: Meeting Assumptions

Phase	TAC Meetings (1.5hr unless noted)	Design Team Mtgs	PM Mtgs
		(1hr)	(1hr)
30% (12 wks)	1. Kick-off	5	6
	2. Focus: Recreation Hub		
	3. Focus: Rocky Beach		
	4. Workshop: Ph1 & 2 walk thru (4 hr)		
	5. 30% Comments		
60% (10 wks)	6. Progress review	4	5
	7. 60% Comments		
90% (9 wks)	8. Progress review	4	4
	9. 90% Comments		

Task 2: Public Involvement

- 2.1 Public Event #2: Prepare for and attend an in-person public open house in Fall/Winter 2021.
 - Purpose: Gather public feedback on Riverwalk design, based on 30% level of design.
 - Includes (1) planning meeting with City Communications Team (1 hr).
 - Includes (1) debrief meeting with Client (1 hr).
 - Includes preparation of event materials:
 - Development of up to two (2) illustrative plan graphics (one for each Riverwalk phase) and up to two (2) site renderings.
 - Development of a survey questionnaire.

Task 2 Deliverables:

- Public Event Presentation Boards and Survey Questionnaire.

Task 2 Assumptions & Exclusions:

- Assumes City staff will prepare all print, web and social media outreach, and update project website.
- Assumes City staff will synthesize public input after each public event, provide summary comments to the team and direction on any conflicting feedback.

Task 3: Technical Investigation

3.1 Topographic Survey: Add topographic survey information to the survey previously delivered as part of Work Order #1. Areas of additional survey include:

- the area north of Columbia View Park between the courthouse and the river, an area of approximately one quarter acre of the parking lot north of the pavilion vicinity
- the area slightly over (1) acre south of the main topographic survey and east of the water treatment plant
- existing vegetation line within the Riverwalk Phase 1 area

3.2 Geotechnical Exploration: Add geotechnical information to provide an understanding of subsurface conditions and develop engineering recommendations for use in design and construction of the planned improvements as follows:

Phase 1 Area

- Coordinate and manage the field explorations, including private and public utility locates, access preparation, and scheduling contractors and NV5 staff.
- Conduct the following subsurface explorations at the site:
 - Drill a total of two borings to the underlying basalt, one at the edge of the bank near the planned northern wall and one at the edge of the bank near the planned southern wall.
 - Push a CPT probe to refusal approximately 100 to 150 feet back from the riverbank behind adjacent to the southern wall. Pore pressure dissipation testing will be conducted while the CPT is performed to assist in evaluating the groundwater depth.
 - Decommission all soil borings in accordance with state and local rules and regulations immediately upon the conclusion of field work for this investigation.
 - Place soil cuttings and decontamination water from explorations conducted in the former Veneer Plant site in a labeled, Oregon Department of Transportation-approved, 55-gallon drum and leave it on site.
 - Conduct analytical environmental testing to characterize a composite sample from the cuttings and decontamination water and subcontract with a waste disposal subcontractor to dispose of the drum at an approved facility.
- Maintain a detailed log of the soil and groundwater conditions encountered in the explorations. Materials will be classified in general accordance with ASTM D2488.
- Conduct a laboratory testing program. Specific laboratory tests will be selected based on the subsurface conditions; however, we anticipate the following tests will be performed:
 - Twenty moisture content determinations
 - Four fines content determinations
 - Two Atterberg limits test
 - Two consolidation tests
- Prepare design calculation for the proposed retaining walls with a maximum exposed height of 12 feet.
- Provide recommendations for embedment, backfill, compaction, leveling pad and temporary excavation. Backfill recommendations will include an option for lightweight cellular concrete, if appropriate, to help minimize consolidation settlements and increase the factor of safety for global stability.

- Perform a slope stability analysis for the proposed retaining walls. We will assume that the walls will likely fail from liquefaction and lateral spreading associated with design level seismic events but will be designed to meet "Life Safety" criteria.
- Provide an estimate of consolidation settlement caused by the retaining wall fill.
- Provide surcharge/preload requirements to mitigate potential settlement due to new retaining wall backfill, if necessary.
- Provide recommendations for managing identified groundwater conditions that may affect the performance of structures.
- Evaluate the potential for liquefaction and lateral spreading at the site and provide mitigation options, if necessary.
- Provide a written geotechnical engineering report providing the results of our retaining wall design and summarizing the results of our geotechnical evaluation and recommendations.

Phase 2 Area

- Review geotechnical and geologic information which is available in the site area from our in-house project files or provided by others.
- Coordinate and manage the field explorations, including private and public utility locates, access preparation, and scheduling contractors and NV5 staff.
- Conduct the following subsurface explorations at the site:
 - Drill one to two borings to the underlying basalt near the shoreline. We will attempt to conduct a CPT near the proposed northern overlook structure. If we are unable to push the CPT through the rocky surficial material a boring will be conducted in its place. A contingency cost has been provided for the additional boring, if required.
 - Push three CPT probes to refusal at the site. One will be performed approximately 100 feet back from the bank at each overlook structure and a third one will be attempted at the bank of northern overlook structure. If the CPT meets refusal in the near surface materials a boring will be performed in its place, see contingency task. A pore pressure dissipation test will be performed in each probe to assist in evaluating the groundwater depth and seismic shear wave testing will be performed every 2-meters in one probe to assist in site class determination and liquefaction estimates.
 - Decommission all soil borings in accordance with state and local rules and regulations immediately upon the conclusion of field work for this investigation.
 - Place soil cuttings and decontamination water from explorations in a labeled, Oregon Department of Transportation-approved, 55-gallon drum and leave it on site.
 - Characterize a composite sample from the cuttings and decontamination water and subcontract with a waste disposal subcontractor to dispose of the drum at an approved facility.
- Maintain a detailed log of the soil and groundwater conditions encountered in the explorations. Materials will be classified in general accordance with ASTM D2488.
- Conduct a laboratory testing program. Specific laboratory tests will be selected based on the subsurface conditions; however, we anticipate the following tests will be performed:
 - Twenty moisture content determinations
 - Four fines content determinations
 - Three Atterberg limits tests
- Provide preliminary design considerations and potential foundation options to support the overlook structures. We anticipate the overlook structures will either be supposed on shallow foundations bearing on reinforced backfill for MSE (Mechanically Stabilized Earth) retaining walls or on deep foundations.

- Provide design criteria recommendations for retaining walls, including lateral earth pressures, backfill, compaction, and drainage.
- Provide recommendations for site preparation, grading and drainage, stripping depths, fill type for imported material, compaction criteria, trench excavation and backfill, use of on-site soil, and wet/dry weather earthwork.
- Provide preliminary recommendations for permanent and temporary slopes.
- Provide preliminary recommendations for preparation of the subgrade for floor slabs and hardscapes.
- Provide preliminary recommendations for managing identified groundwater conditions that may affect the performance of structures.
- Evaluate the potential for liquefaction and lateral spreading at the site and provide mitigation options, if necessary.
- Provide preliminary seismic design parameters in accordance with the 2018 IBC. We assume a site-specific seismic hazard report will not be required.
- Provide a written preliminary geotechnical engineering report summarizing the results of our geotechnical evaluation and recommendations.

Task 3 Deliverables: Revised Topographic Survey, Geotechnical Report

Task 3 Assumptions & Exclusions:

- Excludes environmental scope. Soil characterization report was submitted to DEQ on 8/23/21 with a request to manage soil as clean fill.
- Survey limits are coordinated with 1st and Strand Street Scope and will include Ordinary Low Water Boundary.
- Extend control. Project coordinates will be reference to Oregon Coordinate Reference System (OCRS), Columbia River West Zone. Vertical datum shall be on North American Vertical Datum of 1988 (NAVD88).
- Site access will be arranged by others.
- Explorations for Phase 1 and Phase 2 can be conducted concurrently.
- Drilling mud and cuttings can be left onsite for testing prior to disposal.
- All grading activities will be above the ordinary high-water elevation so an evaluation of erosion potential and recommendations for protection from waves is not required.
- Infiltration testing is not required.

Task 4: Riverwalk Preliminary Design – Phase I & 2

Work in Task 4 includes:

- Landscape Architecture: Preliminary layout of site elements (pathways, plazas, seat walls, site furnishings), grading, and planting.
- Civil Engineering: Preliminary layout of stormwater & utilities, vehicular circulation & access.
- Structural Engineering: Coordinate design, review drawings & develop assumptions for up to seven (7) retaining wall locations and two overlook structures: one cantilevered overlook structure at the existing steel sheet pile wall at the south end, one at the rocky beach.
- Architecture: Schematic design of up to one (1) restroom building. Assumes approx. 200sf, two unisex stalls with exterior entrances, small storage closet, continuity of character with other built elements in the project.
- Water Resources: Coordinate design, review drawings & develop assumptions for riverbank treatments and jetty.
- Environmental Design/Permitting: Coordinate design, review drawings & develop Permitting Feasibility & Framework Memo for Phase 2 elements.

- Lighting: Review design standards and owner project requirements. Conduct preliminary review of utility services. Coordinate design criteria for site lighting locations and luminaire spacing. Develop narrative cost assumptions for site lighting design.
- Interpretive & Wayfinding Signage: Refine Phase 1 signage locations and themes. Provide cost assumption narrative & estimate for up to 4 signs: (1) park identification, (1) welcome market at docks, (2) thematic interpretive signs.
- Cost Estimate for all Phase 1 & 2 elements.

4.1 Prepare Preliminary Design: Includes preliminary design of entire Riverwalk Phases 1 & 2 for review at focus meetings and workshop described in Task 1.

4.2 Prepare Final 30% Design Submittal: Includes 30% Design roll plot and supporting plan enlargements, sections and details that describe site features, utilities, and structures, cost assumptions narrative and estimate, specifications table of contents. Includes memo outlining the process for permitting elements in Phase 2.

Task 4 Deliverables:

- Preliminary Design Roll Plot for Client Work Session
- Final 30% Design Roll Plot & Plan Enlargements, Sections & Details
- Specifications TOC
- Cost Assumptions Narrative & Cost Estimate
- Phase 2 Permitting Feasibility & Framework Memo

Task 4 Assumptions & Exclusions:

- Assumes the team will use CSI Specifications.
- Assumes pedestrian pathway lighting only. Excludes public street, parking or intersection lighting.
- Assumes no work below Ordinary High Water in Phase 1 area.
- Assumes redesign of existing pathways within Columbia View Park to align with new design elements. Excludes redesign of existing Columbia View Park splashpad, playground, picnic area, amphitheater seating, restrooms, and parking.
- Assumes that layout of connecting pathways through future development sites between Riverwalk and 1st Street is to be done by others in future design phases. Design team will provide up to two (2) typical sections of connecting pathways.
- Excludes design of vehicular, pedestrian or planting at Cowlitz Area, between Riverwalk and Strand St, south of existing park fence.
- Excludes replacement or upsizing of ex. stormwater outfalls.
- Excludes signage design for: updated park rules, dedication plaques, water safety display.
- Exclude artwork & art selection.
- Exclude coordination with donors or donated site elements.
- Excludes design of marina, pier, or other in-water structures.
- Excludes erosion control drawings, cost assumptions only.
- Excludes irrigation drawings, cost assumptions only.
- Exclude excludes mechanical and plumbing design, cost assumptions only.
- Excludes telecommunications and low voltage design.
- Excludes sound reinforcement, AV and speaker design.

Task 5: Riverwalk Final Design – Phase 1 Only

Work in Task 5 includes:

- Landscape Architecture: Refinement of site materials & layout, site details, grading, planting, and irrigation.
- Civil Engineering: Refinement of stormwater & utility design. Development of demolition and erosion control plans.
- Structural Engineering: Design up to 3 retaining walls and one cantilevered overlook, assistance with structural details for site amenities including handrails, etc.
- Water Resources: Coordinate design, review drawings & develop assumptions for riverbank treatments.
- Environmental Design: Coordinate design and review drawings.
- Lighting: Development of system calculations, drawings of system components, equipment locations, details, diagrams, luminaire schedule and luminaire selection.
- Interpretive & Wayfinding Signage: Development of signage text and images. Schematic layout of each sign type.
- Constructability Review: Provide constructability review and submit a summary report of potential construction/staging issues that may impact final design and permitting at 60% and 90%. This task will include a strategy session with the City of St. Helens public works (assumes 2 people for a 2-hour meeting).
- Cost Estimate for Phase 1 elements.

5.1 Prepare 60% Design Submittal

5.2 Prepare 90% Design Submittal

5.3 Prepare Bid Documents

Task 5 Deliverables: see table below

Table 2: Task 5 & 6 Deliverables

<u>Plan Sheets</u>	Submittal			
	60%	90%	Bid	Firm
Title Sheet, Symbols, TOC, General Notes	X	X	X	M/R
Existing Conditions/Survey	X	X	X	M/R
Site Demo, Clearing & Grubbing	X	X	X	Otak
Erosion Control Plans & Details	(cost assump tions only)	X	X	Otak
Site Materials Plan (& Details at 60%)	X	X	X	M/R
Layout Plans (¼ scale enlargements, incl. railings and site walls)	X	X	X	M/R
Grading (Enlargements at 60%)	X	X	X	M/R
Civil Site Utilities & Storm	X	X	X	Otak
Lighting Plans & Details	X	X	X	PAE
Site Plan Enlargements		X	X	M/R
Site Sections & Details	X	X	X	M/R

Architecture – Building Plans & Details	X	X	X	Otak
Structural – Building Sections & Details	X	X	X	Otak
Structural – Site Plans, Section & Details	X	X	X	Otak
Irrigation Plans & Details	X	X	X	M/R
Planting Plans (& Details at 90%)	X	X	X	M/R
Signage Details	X	X	X	M/R
Specifications	Draft	Draft	Final	All
Cost Estimate	Assump tions & Review	Assump tions & Review	Assump tions & Review	All

Task 5 Assumptions & Exclusions:

- See assumptions & exclusions under Task 4.
- Excludes Bid Assistance, Construction Management, and Construction Observation. These items may be scoped in a later Work Order.
- Excludes signage image acquisition, final artwork, proof of final text and layout, shop drawing and sample review. These items may be scoped during construction.

Task 6: Amphitheater Stage & Multipurpose Pavilion Design

Work in Task 6 includes:

- Architecture: Preliminary and final design for amphitheater stage and multipurpose pavilion.

Stage Pavilion:

- Roughly 800 sf covered stage
- Ramp and stairs at back (30" height)
- Optional "wings" that could be enclosed for storage / back of house use
- Wing storage approximately 100sf each

Multi-Use Pavilion:

- Roughly 150 sf
- Below grade conduit for larger event equipment (sound booth)
- Structural Engineering: Foundation design and structural details.
- Lighting/Power: Power and lighting design for stage and immediate adjacent amphitheater. Development of system calculations, drawings of system components, equipment locations, details, diagrams, luminaire schedule and luminaire selection.
- Cost Estimate: for Stage and Pavilion elements.

6.1 Prepare 30% Design Submittal

6.2 Prepare 60% Design Submittal

6.3 Prepare 90% Design Submittal

6.4 Prepare Bid Documents

Task 6 Deliverables: For 30% Design Submittal, see Task 4 Deliverables. For 60%, 90%, and Bid Document Submittals, see Task 5 Deliverables.

Task 6 Assumptions & Exclusions:

- Assumes stage and pavilion will be supported on mat foundations. Design and documentation of structural pile foundation supports not included .
- Excludes mechanical engineering.

Task 7: Permitting

- 7.1 Local permitting: Coordinate with city staff and answer questions regarding local permit applications.
- 7.2 Erosion control permitting: Prepare and submit permit application to Oregon DEQ.

Task 7 Deliverables: Erosion Control Permit Application

Task 7 Assumptions & Exclusions:

- Excludes permitting with the following agencies: Oregon Department of State Lands, US Army Corps of Engineers, National Marine Fisheries Service.
- Assumes city staff lead the Land Use, Architectural Review, Site Development Review and any other local permitting processes. Assumes staff will use 90% deliverables described in Task 5 for this process, no additional deliverables needed from the design team.
- Excludes electrical permit. Coordination with the electrical contractor and Columbia County may be scoped during construction.

CONTINGENCY TASKS

TASK 8: Prepare Environmental Assessment:

Prepare Environmental Assessment to satisfy NEPA requirements for the Phase 1 Riverwalk work. This task includes:

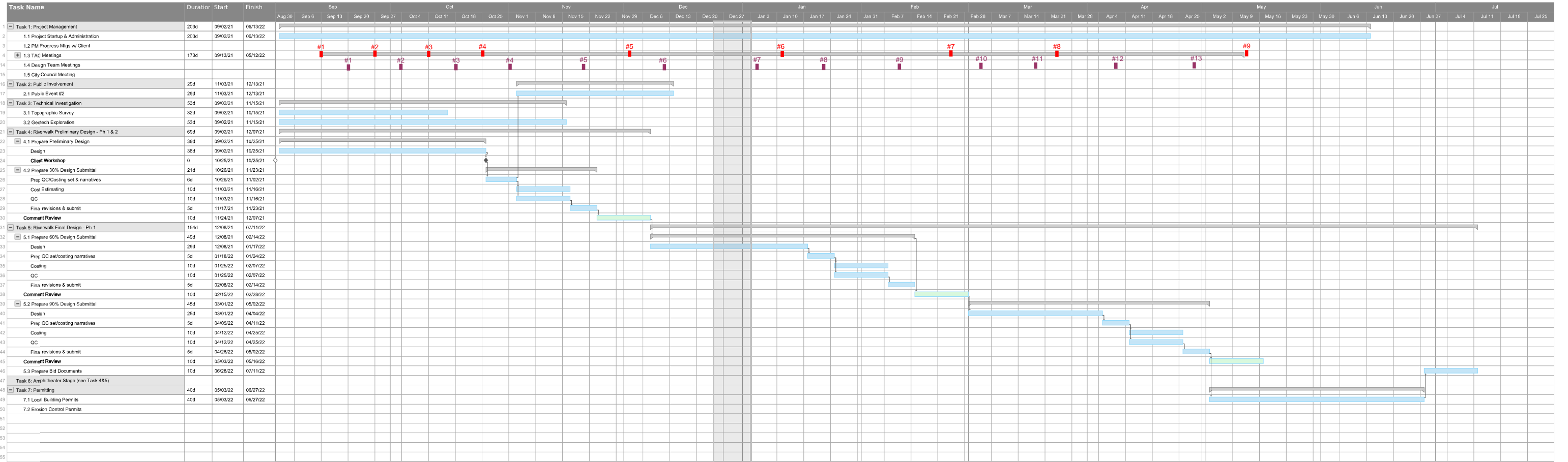
- 8.1 Gather Background Information; Describe Existing Conditions: We will order information on the presence within the project area of endangered species from the Oregon Biodiversity Information Center (ORBIC). We will also review County records on the US Fish and Wildlife Service's website. A biologist from PHS will then visit the property and describe existing conditions.
- 8.2 Prepare Draft and Final Environmental Assessment: We will prepare a draft version of the EA. The EA will respond to the requirements of the NPS (funding agency). Prior to the preparation of the EA, we will discuss the reporting with a representative of the funding agency to ensure our work addresses the elements of the EA that are required. We will prepare a final version of the report, which will incorporate any of their comments.

Task 9: Additional Geotech Boring:

See description in task 3.2. If CPT meets refusal near the surface at the northern overlook structure, then a boring will be conducted in its place.

				Mayer/Reed		OTAK		PHS		NV5		ACC		PAE	
				Prime - Landscape Architecture, Interpretive		Civil, Water Resources, Permitting, Structural , Architecture, Survey		Environmental Permitting		Geotechnical, Environmental		Cost Estimating		Electrical, Lighting	
		Total Task Fee	Task %												
TASK 1	PROJECT MANAGEMENT	\$ 14,480	3%	\$ 14,480	100%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
	1.1 Project Startup & Administration														
	1.2 PM Progress Mtgs with Client (15)														
	1.3 TAC Meetings (9)														
	1.4 Design Team Meetings (13)														
	1.5 City Council Meeting (1)														
TASK 2	PUBLIC INVOLVEMENT	\$ 14,878	3%	\$ 12,180	82%	\$ 2,698	18%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
	2.1 Public Event #2														
TASK 3	TECHNICAL INVESTIGATION	\$ 65,312	13%	\$ 460	1%	\$ 16,552	25%	\$ -	0%	\$ 48,300	74%	\$ -	0%	\$ -	0%
	3.1 Topographic Survey														
	3.2 Geotech Exploration														
TASK 4	RIVERWALK PRELIMINARY DESIGN - PHASE 1 & 2	\$ 142,670	27%	\$ 47,355	33%	\$ 68,113	48%	\$ 6,152	4%	\$ -	0%	\$ 13,035	9%	\$ 8,015	6%
	4.1 Prepare Preliminary Design														
	4.2 Prepare 30% Design Submittal														
TASK 5	RIVERWALK FINAL DESIGN - PHASE 1	\$ 184,586	35%	\$ 76,910	42%	\$ 62,438	34%	\$ 3,360	2%	\$ -	0%	\$ 19,458	11%	\$ 22,420	12%
	5.1 Prepare 60% Design Submittal														
	5.2 Prepare 90% Design Submittal														
	5.3 Prepare Bid Documents														
TASK 6	AMPHITHEATER STAGE	\$ 85,763	16%	\$ 1,380	2%	\$ 52,657	61%	\$ -	0%	\$ -	0%	\$ 12,806	15%	\$ 18,920	22%
	6.1 Prepare 30% Design Submittal														
	6.2 Prepare 60% Design Submittal														
	6.3 Prepare 90% Design Submittal														
	6.4 Prepare Bid Documents														
TASK 7	PERMITTING	\$6,879	1%	\$ 575	8%	\$ 6,304	92%	\$ -	0%	\$ -	0%	\$ -	0%	\$ -	0%
	7.1 Local Permitting														
	7.2 Erosion Control Permitting														
Total Fee		\$ 514,568		\$ 153,340	30%	\$ 208,762	41%	\$ 9,512	2%	\$ 48,300	9%	\$ 45,299	9%	\$ 49,355	10%
Expenses		\$ 7,822	1%												
Total		\$ 522,390	100%												
CONTINGENCY TASKS															
	8.0 Prepare Environmental Assessment	\$ 19,340	4%	\$ 230	1%			\$ 19,110	99%						
	9.0 Additional Geotech Boring	\$ 6,030	1%	\$ 230	4%					\$ 5,800	96%				

St. Helens Riverwalk WO#2 Schedule



**FIRST AMENDMENT TO
Edge Development
Public Improvement Contract for the
Campbell Park Sport Courts Installation, Project No. M-508**

Item #7.

This agreement is entered into this 1st day of September 2021, by and between the City, (hereinafter "City"), and Edge Development, (hereinafter "Contractor").

RECITALS

- A. City and Contractor entered into a Materials and Services Agreement on June 22, 2021, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. The original contract did not include provisions for the installation of fencing around the new sport courts.
- C. The City believes that it is in the best interest of the Project to have the Contractor provide and install the fencing to ensure seamless coordination of all portions of the work and create a better finished product.
- D. The Contractor has provided an estimate for the fencing material and installation in addition to the work in the original contract. The scope and cost provided in the estimate have been compared to other recent fencing quotes and are fair and reasonable. The additional cost can be covered within the 2021/22 Parks Department Capital Improvement Budget.
- E. Because of COVID related material and supply delays, additional time is needed to complete the improvements.

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 total compensation for the project shall be amended to a not to exceed amount of \$416,236.00.
- 3. The contract expiration date shall be extended to December 31, 2021.
- 4. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 1st day of September 2021.

Contractor

City

Date:_____

Rick Scholl, Mayor
Date:_____

Attest:

By:_____
Kathy Payne, City Recorder

Change Order

Owner Info

City of Saint Helens

Job Info

150 McMichael Street
 St. Helens, OR 97051

Change Order ID

CO-CSC-0003

(CSC) Campbell Sports Court

CO ID	Created / Approved Date	Price
CO-CSC-0003	Created: Aug 24, 2021	\$104,580.00

Description
Fencing (Revised)

Cost Code	Title	Description	Qty/Unit	Unit Cost	Price
02.300 FENCING AND GATES		560 LF of 10' High Chain Link Fence @ Pickle Ball & Tennis Courts including (2) 4' x 7' Single Gates with 3' Transoms and (1) 4' x 7' Opening with 3' Transom. Materials: 9 ga. Chain Link - 8 ga Vinyl Finish - 1 3/4" Mesh 1 5/8" CQ 20 Top Rail - Middle Rail - Bottom Rail 2 3/8" CQ 20. Line Posts 2 7/8" CQ 20 Terminal and Gate Posts. All Framework and Gate Frames Powder Coated to Match Vinyl Chain Link	1.00	\$100,680.00	\$100,680.00
01.120 LIABILITY INSURANCE		Additional Bond	1.00	\$2,050.00	\$2,050.00
01.900 MISC FIELD RELATED COSTS		Additional Grading and soils removal	1.00	\$1,850.00	\$1,850.00
					\$104,580.00

Status	Signature	Date	Page 80
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Status	Signature	Date	Item #7.
Approved by: _____		____/____/____	

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

\$104,580.00

CONTRACT PAYMENTS

City Council Meeting
September 1, 2021

David Evans and Associates Inc.

Project: Columbia Blvd. Sidewalk Project (Inv#493214) \$ **505.31**



**DAVID EVANS
AND ASSOCIATES INC.**

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

Invoice Number 493214
Invoice Date August 16, 2021
PO Number
Page 1 of 1

Work Beginning 06/27/2021 through 07/31/2021

Manager: Paul Tappana

Project STHN0000-0002: Columbia Boulevard Sidewalk and Safety Improvements

R-679

		Current Hours	Rate	Current Amount
Contract Work Performed				
CADD Technician IV	Ryan Berger	2.00	116.46	232.92
Project Accountant II	Lori Hicks	0.10	98.29	9.83
Project Coordinator III	Alisha Reynaldo	2.50	101.27	253.18
Project Coordinator III	Lara Abrams	0.10	93.83	9.38
Subtotal	Contract Work Performed	4.70		505.31

Invoice Total

\$505.31

Invoiced by: Alisha Reynaldo

APPROVED FOR PAYMENT

INIT

DATE

ACCOUNTS PAYABLE

FINANCE

SUPERVISOR

8-25-21

8-23-2021

301-000-53061 \$252.66
205-000-53002 \$252.65

Aged Receivables as of 8/12/2021

<u>0 To 30 Days</u>	<u>31 To 60 Days</u>	<u>61 To 90 Days</u>	<u>Over 90 Days</u>	<u>Total Outstanding</u>
\$1,171.62	\$0.00	\$0.00	\$0.00	\$1,171.62

Submit payment to: Dept LA 24340 Pasadena CA 91185-4340

DAVID EVANS AND ASSOCIATES, INC.
Project Billing Budget Summary (by WBS)

Project: STHN00000002
6/27/2021-7/31/2021

Phase	WBS Description	Contract Amount	Billed This Period	Previously Billed	Billed To Date	Remaining Contract	% Billed	% Completed
00101	Project Administration	4,278.00	272.39	6,531.03	6,803.42	(2,525.42)	159%	80%
00102	Kick-Off Meeting	986.00	-	867.40	867.40	118.60	88%	100%
00103	Quality Assurance and Quality Control	1,290.00	-	-	-	1,290.00	-	-
00201	Collect, Compile and Evaluate Data	329.00	-	143.63	143.63	185.37	44%	100%
00202	Survey and mapping	329.00	-	143.62	143.62	185.38	44%	100%
00301	Preliminary (60%) Design	16,473.00	232.92	18,425.90	18,658.82	(2,185.82)	113%	95%
00302	Advance (95%) Design	13,080.00	-	-	-	13,080.00	-	-
00303	Final (100%) Design	4,408.00	-	-	-	4,408.00	-	-
00401	Community Outreach	1,972.00	-	-	-	1,972.00	-	-
00501	Utility Relocations	5,785.00	-	-	-	5,785.00	-	-
SUBKL	KLS Surveying	8,800.00	-	8,795.00	8,795.00	5.00	100%	100%
		57,730.00	505.31	34,906.58	35,411.89	22,318.11	61%	

Columbia Boulevard Sidewalk and Safety Improvements: R-679

Progress Report No. 16

**For the period:
June 27, 2021 through July 31, 2021**

August 16, 2021

Submitted via email to:

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

Prepared by:

David Evans and Associates, Inc.
530 Center Street NE, Suite 605
Salem, Oregon 97301

PROGRESS REPORT NO. 16
For the period June 27, 2021 through July 31, 2021

Columbia Boulevard Sidewalk and Safety Improvements: R-687

Contract NTP: February 22, 2019

Contract End: November 25, 2022

Contract Values:

Current Contract NTE: \$57,730.00

Previously Billed: \$34,906.58

Current Billing: \$505.31

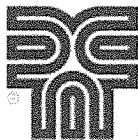
Remaining \$22,318.11

Work Performed in Reporting Period:

- Project coordination and invoicing
- Site design

Anticipated Upcoming Work

- Coordinate the potential for the culvert replacement
- Continued culvert and sidewalk design
- We have expended the budget for the 60% design, and will make it up in the 100% design task



DAVID EVANS
AND ASSOCIATES INC.

August 16, 2021

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

**SUBJECT: Columbia Boulevard Sidewalk and Safety Improvements
Invoice and Progress Report No. 16**

Dear Ms. Nelson:

Enclosed is the Invoice and Progress Report No. 16 for Preliminary Engineering (PE) Services for the Columbia Boulevard Sidewalk and Safety Improvements Project. This information covers the period of June 27, 2021 through July 31, 2021.

Please note that there may be some costs associated with the activities performed during this period, which have not yet cleared our accounting system. These costs will be invoiced in the billing period in which they are received.

Please review the enclosed information and let us know how we may modify the data to make it more meaningful to you. If you have questions or need additional information, please call me or my project assistant Alisha Reynaldo at 503-480-1312.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

Paul Tappana
Project Manager

PDT:anre
Enclosures

MATERIALS AND SERVICES CONTRACT

BETWEEN: City of St. Helens, a municipal corporation of the State of Oregon (“City”)

AND: Ken Leahy Construction, Inc. (“Contractor”)

DATED: August 25, 2021

RECITALS

A. The City is in need of soil stabilization by cement amending the sub-grade in an area in Campbell Park, and Contractor is qualified and prepared to provide materials and services to fill that need.

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

NOW, THEREFORE, the parties mutually agree as follows:

1. Engagement. The City hereby engages Contractor to furnish the materials (“Materials”) and services (“Services”) specified in Attachment A, Scope of Work, attached hereto and incorporated herein by reference, and Contractor accepts such engagement. The principal contact on behalf of Contractor shall be Chuck Leahy, phone 503-519-4631.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A. Any changes to this Contract shall be in writing, signed by both parties, and shall be attached to and become a part of this Contract. The scope of work may include supplying “goods,” as defined in ORS 72.1050. References to “Work” herein refer to the provisions of both Materials (or goods) and Services.

3. Contract Documents.

3.1 The term “Contract Document” means this form, the Scope of Work, and any specifications, quotation, extensions, amendments, exhibits and documents incorporated by reference.

3.2 This Contract shall constitute the entire agreement between the parties concerning the Materials and Services. References to “this Contract” or “the Contract” include all Contract Documents.

3.3 Each party shall notify the other party of inconsistencies in the Contract Documents. If inconsistencies occur, the document or provision that will result in a better quality of Services shall have priority. Amendments have priority over all other Contract Documents, including amendments of an earlier date. Specifications have priority over this form. This form and specifications have priority over the quotation. The City may issue a written interpretation to resolve any inconsistencies in the Contract Documents, which shall be binding on Contractor so long as such interpretation is not unreasonable.

3.4 If any term or provision of a Contract Document is held by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract Document did not contain the particular term or provision held to be invalid.

3.5 Notwithstanding Subsection 3.1, Contract Documents include any amendments or addenda issued by the City with the Request for Quotations that are attached to this form as attachments. After this Contract is signed, the Contract Documents may be changed only by written amendments signed by authorized representatives of both parties.

4. Contract Term.

4.1 The initial term of this Contract begins on July 20, 2021, and ends on September 30, 2021 ("Contract Term"). The parties may agree to extend the Contract Term for two (2) successive periods of twelve (12) months each. Such extension shall begin on the day following the end of the initial term or the first extension. Extensions must be set forth in writing and signed by authorized representatives of both parties. The party requesting the extension must deliver a request for extension at least sixty (60) days before the Contract Term is scheduled to end.

4.2 A schedule of performance may be included in the specifications.

4.3 Notwithstanding Subsection 4.1, this Contract may be terminated before the end of the Contract Term, as provided in the Contract Documents.

5. Approvals. If the Contract Documents require approval of any thing, act, or document, the request for approval and the response must be given by persons with proper authority under the Contract Documents in the same manner as notices under Section 6. Approval will not be withheld unreasonably.

6. Notices.

6.1 Notices required by this Contract must be given in writing by personal delivery or by United States mail, first-class postage-prepaid, unless some other means or method of notice is required by law.

6.2 All notices to the City must be directed to the City Administrator. The City's address for notices is:

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

6.3 Contractor's address for notices is:

Ken Leahy Construction, Inc.
Attn: Chuck Leahy
PO Box 489
Cornelius, OR 97113
503-357-2193

6.4 Each party shall notify the other of any change of address for notices.

7. Contractor's Responsibility for the Work.

7.1 Time is of the essence on this Contract. Contractor shall perform the Work promptly and efficiently and in accordance with the provisions set forth in Attachment A. Contractor shall provide all labor, materials, tools, equipment and incidentals that are necessary for proper performance of the Work, including items that may be inferred from the specifications or from prevailing custom or trade usage as being necessary to produce the intended results.

7.2 Unless the specifications require certain means or methods, Contractor shall be responsible for the means and methods used for the Services.

7.3 Materials provided by Contractor must be of good quality and will be subject to the warranties provided by ORS 72.3120, ORS 72.3130, ORS 72.3140 and ORS 72.3150.

7.4 Contractor shall provide and properly supervise qualified workers. Workers must have any licenses and certificates required by applicable laws.

7.5 Contractor shall not assign any interest in this Contract or enter into subcontracts for the Services without the prior written approval of the City.

8. Use of Premises.

8.1 Provisions of this Contract that refer to "the Premises" will apply to the Work only if it is performed at the Premises, defined as real property, including buildings or other improvements that are owned or occupied by the City.

8.2 Contractor shall confine the Work performed at the Premises to areas and times stated in Attachment A, and Contractor shall avoid any unnecessary interference with the use of the Premises.

8.3 Contractor shall take reasonable precautions to prevent injury to persons and damage to property that may result from Contractor's use of the Premises. Contractor shall remedy any damage to the Premises and other property of the City resulting from the Work.

9. Hazardous Chemicals. Contractor shall implement and bear the cost of precautions required for protection from "hazardous chemicals," as defined in ORS 654.750 or OAR Chapter 437, that may be encountered at the Premises or used for the Work. The City and Contractor shall exchange material safety data sheets, label information, and instructions for precautionary measures for hazardous chemicals kept at the Premises by the City or used for the Work by Contractor. The City may prohibit use of particular hazardous chemicals.

10. Liability of City's Officers, Employees and Agents. Officers, employees and agents of the City shall not have any direct, personal liability to Contractor.

11. No Agency. Contractor is engaged by the City as an independent contractor in accordance with ORS 670.600. Contractor, subcontractors, and their principals, employees and agents are not agents of the City as that term is used in ORS 30.265.

12. Indemnification.

12.1 Except as provided in Subsection 12.2, or as otherwise provided by applicable law, Contractor shall defend and indemnify the City and the City's officers, elected officials, volunteers, employees and agents from all third-party claims arising from the Work, including third-party claims arising from injury to any person or damage to property, breach of this Contract by Contractor, or violation of applicable law by Contractor.

12.2 Contractor shall not be responsible for third-party claims resulting solely from the negligence or other wrongful acts or omissions of the City or the City's officers, elected officials, volunteers, employees or agents.

13. Liability Insurance.

13.1 At all times while Contractor is performing Work at the Premises, Contractor shall, at Contractor's expense, maintain in force insurance policies as set forth in Attachment B, which is attached hereto and incorporated herein by reference.

13.2 Prior to starting Work at the Premises, Contractor shall provide certificates of insurance for coverage required by this section, which will be subject to review and approval by the City Attorney. Each certificate must obligate the insurer to give written notice to the City thirty (30) days prior to termination or restriction of coverage. The City may reject a certificate which states that the insurer will merely "endeavor to mail" written notice.

14. Governing Laws. This Contract shall be interpreted and construed in accordance with the laws of the State of Oregon.

15. Compliance with Law.

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

15.2 Contractor shall comply with applicable laws, including ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235, which are incorporated herein.

15.3 Pursuant to ORS 279B.020, no person shall be employed for the Work for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or when the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Work shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b) and for time worked in excess of ten (10) hours a day or in excess of forty (40) hours a week, whichever is greater.

15.4 If Contractor is a nonresident bidder, as defined in ORS 279A.120(1)(a), and the compensation, as set forth in Attachment A attached hereto and hereby incorporated by reference, exceeds Ten Thousand Dollars (\$10,000), Contractor shall comply with ORS 279A.120(3).

15.5 Pursuant to ORS 279A.120(2)(a), Contractor shall use products that have been manufactured in Oregon, provided that price, fitness, availability and quality are otherwise equal.

15.6 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of the City in connection with this Contract in violation of ORS Chapter 244.

15.7 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017. Contractor shall provide workers' compensation coverage for "subject workers," as defined in ORS 656.005(28), employed to perform the Work. Before performing any Work, Contractor shall provide a certificate of insurance for workers' compensation coverage or other proof of coverage, or certify that no subject workers will perform Work.

15.8 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. 00379].

16. Nondiscrimination.

16.1 Contractor shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions or disability.

16.2 Contractor shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 through ORS 30.685, ORS 659A.425, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training, educational or otherwise, conducted by Contractor.

17. Compensation. The terms of compensation shall be as provided in Attachment A. The compensation stated in Attachment A constitutes the total compensation payable to Contractor for the Work.

18. Payment.

18.1 Unless otherwise provided in Attachment A, Contractor shall be paid on a time and materials basis.

18.2 Contractor shall make and keep reasonable records of Work performed pursuant to this Contract and, unless provided otherwise in Attachment A, 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 the date 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. Payment to Contractor shall be complete once the City pays compensation as provided in Section 17.

18.3 The City may suspend or withhold payments if Contractor fails to comply with the requirements of this Contract.

18.4 The City's obligation to make payments is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565. The City certifies that funds for this Contract are included in the City's budget for the current fiscal year, which ends on June 30 next following the date that this Contract is signed. If funds are not appropriated for this Contract for any subsequent fiscal year during the Contract Term, the City shall notify Contractor and this Contract shall be terminated on June 30 of the last fiscal year for which funds are appropriated.

18.5 Any provision of this Contract that is held by a court to create an obligation that violates the debt limitation of Article XI, Section 9 of the Oregon Constitution shall be void.

19. Waiver. Compliance with the provisions of this Contract may be waived only by a written waiver signed by the party waiving its rights. Waiver of compliance with one provision shall not be deemed to waive compliance with any other provision.

20. Default.

20.1 A party will be in default under this Contract if that party fails to comply with any provision of this Contract within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

20.2 Notwithstanding Subsection 20.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

20.3 Should a dispute arise between the parties to this Contract, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Contract.

20.4 If a default occurs, the party injured by the default may terminate this Contract and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

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

22. Termination for Convenience. The City may terminate this Contract if the City determines in good faith that termination is in the best interest of the public. The City shall endeavor to give Contractor written notice thirty (30) days prior to the date of termination under this section, but failure to give notice will not invalidate the decision to terminate. Termination under this section will not affect the rights of the parties existing at the time of termination. If Contractor is not in default, Contractor shall be paid for Work in progress at the time of termination, and Contractor shall be reimbursed for reasonable costs resulting directly from termination. Contractor shall not be entitled to recover lost profits or overhead for Work that is precluded by termination under this section.

23. Action Upon Termination. Upon receiving notice of termination, Contractor shall cease performance of the Work and terminate subcontracts.

CITY:

CONTRACTOR:

CITY OF ST. HELENS

KEN LEAHY CONSTRUCTION, INC.

Signature: Matthew Brown
 Print: MATTHEW BROWN
 Title: Asst. City Admin
 Date: 8-25-21

Signature: [Signature]
 Print: Slade Leahy
 Title: Vice President
 Date: August 25, 2021

APPROVED AS TO FORM:

By: _____
 City Recorder

ATTACHMENT A
Scope of Work
Terms of Compensation



Cost Estimate

FOR

Cement Amending Campbell Park City of St. Helens, OR Revised

July 13, 2021



Construction, Inc.

P.O. Box 489 • 915 S. 12th Ave. • Cornelius, Oregon
(503) 357-2193 • FAX (503) 357-3649

July 13, 2021

Tim Underwood
City of St. Helens, OR

Attn: Mr. Underwood

Re: Campbell Park St. Helens, Oregon

Please find following our Revised Cost Estimate for the Cement Amending Sub-Grade at Campbell Park Ken Leahy Construction is ready to proceed with work under this quotation immediately.

PROPOSED SCOPE OF WORK

- I.) General – Pricing is based on working 50 hours a week, Monday thru Friday**
Base Bid assumes dry weather earthwork conditions.
Pricing is also based on private wage rates - No prevailing wage rates have been used.

PLEASE INITIAL

SD on

A. General

- a. Mobilization of resources necessary to accommodate our scope of work.
- b. General Supervision, Project Manager, and Safety Coordinator included.

II.) Site Work

A. Grade Prep and Cement Amending of Subgrade

- a. Grade Prep
 - i. Minor prep of existing ground for cement Amending process
- b. Furnish, spread, mix, and compact Cement for Amending Subgrade
 - i. Option 1 is based on 12" depth @ 5% cement with soil weight of 100 lbs./CF
 - ii. Option 2 is based on 18" depth @ 5% cement with soil weight of 100 lbs./CF
 - iii. Additive Items 9000 and 9500 are for additional 1% of Cement for various depths of cement amending

TOTAL BASE BID OPTION 1 **\$21,829.98**

TOTAL BASE BID OPTION 2 **\$26,848.98**

TOTAL BASE BID REVISED PRICING DATE AUGUST 20, 2021 \$33,889.14

PLEASE INITIAL

Additive Items

Item # 9000 – Add to increase cement at 1% for 12” Depth of Amendment

Item # 9500 – Add to increase cement at 1% for 18” Depth of Amendment

Item # 9800 – Add for Water Truck & Driver \$95.00/HR

V.) Exclusions

- A. Permits (including trade specific), fees, bonds, testing, engineering or inspections.
- B. Survey, staking, layout, record as-builts or replacement of disturbed pins or benchmarks, except as noted above.
- C. Proposal is Based on Private Wage Rates and excludes BOLI – Prevailing Wages
- D. Water for construction if required to be furnish at no charge from City
- E. Any and all work related to installation of any gas lines.
- F. Removal/relocation of existing utilities not shown or are found to be in conflict with plan improvements.
- G. Site Dewatering for other trades
- H. All Erosion Control including Inspections and or Documentation
- I. Testing and/or disposal of water pumped from project excavations.
- J. Over-excavation of utility trenches, structural footings or project subgrades
- K. Sleeves, excavation or backfill for work of other trades.
- L. Any provision for impacts to existing structures or utilities that may be affected by mass excavation.
- M. Hazardous and or contaminated material handling and or disposal.
- N. Any provision for cost escalation beyond our control.
- O. Any work not included in above scope.
- P. Any Rock Excavation

VI.) Qualifications

- A. No replacement of installed site base rock anticipated if later deemed unsuitable following use by owner’s contractor and/or subcontractors.
- B. Estimate valid for thirty days.

We appreciate the opportunity to provide you with this proposal. Please call with any questions.

Regards,

Mike Moore
Senior Estimator

BID PROPOSAL (Saturday Overtime)



Ken Leahy Construction, Inc.

P. O. Box 489 915 S. 12th Ave.
Cornelius, OR. 97113

Quote To:

Phone:

Email:

Project Name:

Campbell Park Cement Amending

Plan Date:

N/A

Today's Date:

August 20, 2021

OR CCB#

44159

Quote From:

Slade Leahy
Vice President

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Mobilization	1.00	LS	8,869.06	8,869.06
2000	Site Prep for Cement Amending	1.00	LS	1,722.08	1,722.08
3000	Cement amend 14" @ 6%	2,200.00	SY	10.59	23,298.00
GRAND TOTAL					\$33,889.14

PLEASE INITIAL





2106MM2

Campbell Park City of St. Helens

Mike Moore

BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
Option #1 - 5% Cement @ 12" Depth					
1000	Mobilization	1.000	LS	6392.88	\$6,392.88
2000	Site Prep for Cement Amending	1.000	LS	1325.1	\$1,325.10
3000	Option 1 cement amend 12" @ 5%	2,100.000	SY	6.72	\$14,112.00
Total Base Bid Option #1					\$21,829.98
Option #2 - 5% Cement @ 18" Depth					
1000	Mobilization	1.000	LS	6392.88	\$6,392.88
2000	Site Prep for Cement Amending	1.000	LS	1325.1	\$1,325.10
3500	Option 2 Cement Amend 18" @ 5%	2,100.000	SY	9.11	\$19,131.00
Total Base Bid Option #2					\$26,848.98
Additive Items					
9000	Add for Additional Cement 12" @ 1%	2,100.000	SY	1.17	\$2,457.00
9500	Add for Additional Cement 18" @ 5%	2,100.000	SY	1.58	\$3,318.00
9800	Add for Water Truck & Driver	1.000	HR	95	\$95.00

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

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.

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 Contract 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 Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

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 Contract.

City of St. Helens

Consent Agenda for Approval

CITY COUNCIL MINUTES

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

2021

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

After Approval of Council Minutes:

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



COUNCIL WORK SESSION

Wednesday, August 04, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

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

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

OTHERS

Linda Zahl
 Andrew Schlumpberger
 Dave Dworschak

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

CITY COUNCIL MANTRA – Read by Council President Morten

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

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

This will be further discussed at tonight's meeting.

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

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

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

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

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

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

1. Closure of Marshall Street at Highway 30 - Jacob

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

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

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

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

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

2. Beekeeping Inside City Limits - Jacob

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

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

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

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

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

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

Mayor Scholl directed Graichen and Linda to work together.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Discussion ensued.

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

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

5. Review Community Grant Applications Received

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

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

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

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

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

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

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

Council will vote on this at tonight's meeting.

3:11 p.m. Break

6. Strategic Action Plan Updates

Brown reported...

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

7. City Administrator Report

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

ADJOURN – 3:27 p.m.

EXECUTIVE SESSION

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

August 4, 2021

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

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

Others: None



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

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

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



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor



COUNCIL SPECIAL SESSION

Wednesday, August 04, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

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

OTHERS

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

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

DISCUSSION TOPICS

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

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

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

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

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

- Fishing

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

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

Councilor Topaz suggests the following:

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

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

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

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

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

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

ADJOURN – 6:53 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, August 04, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

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

OTHERS

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

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

PLEDGE OF ALLEGIANCE

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

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

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

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

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

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

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

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

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

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

Council President Morten appreciates Jim bringing this to the Council.

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

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

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

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

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

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

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

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

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

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

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

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

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

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

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

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

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

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

CONSENT AGENDA FOR ACCEPTANCE

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

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

CONSENT AGENDA FOR APPROVAL

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

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

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

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

WORK SESSION ACTION ITEMS

Councilor Topaz

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

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

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

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

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

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

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

Schlumpberger Property

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

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

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

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

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

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

No further action.

Beekeeping

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

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

Grant Awards

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

Riverwalk TAC Committee Recommendation

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

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

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

MAYOR SCHOLL REPORTS

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

- Council needs to be better at working together.

COUNCIL MEMBER REPORTS

Council President Morten reported...

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

Councilor Topaz reported...

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

Councilor Chilton reported...

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

Councilor Birkle reported...

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

OTHER BUSINESS

ADJOURN – 9:31 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL WORK SESSION

Wednesday, August 18, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

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

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

OTHERS

Paul Vogel
 Susana Hensley
 Hailey Iverson
 Dana Lathrope
 Claire Catt

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

CITY COUNCIL MANTRA – Read by Councilor Topaz

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

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

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

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

5 Years

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Public Safety Facility Utility Fee Discussion - Matt

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

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

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

Council will vote on this at tonight's meeting.

5. Citizens Day Debrief - Shanna/Lisa

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

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

3:24 p.m. – Break

6. Strategic Action Plan Updates

Brown updated the Council on the main five Goals.

Goal Area One: Effective and Efficient Organization

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

Goal Area Two: Community and Civic Engagement

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

Goal Area Three: Livable and Safe community

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

Goal Area Four: Economic Development

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

Goal Area Five: Long-Term Planning

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

7. City Administrator Report

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

ADJOURN – 4:07 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, August 18, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

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

OTHERS

Jane Garcia
 Brady Preheim
 Stephanie Patterson
 Steve Toschi

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

PLEDGE OF ALLEGIANCE

CITY COUNCIL MANTRA – Read by Councilor Birkle

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

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

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

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

RESOLUTIONS

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

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

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

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

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

Discussion.

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

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

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

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

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

CONSENT AGENDA FOR ACCEPTANCE

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

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

CONSENT AGENDA FOR APPROVAL

8. Animal Facility Licenses
9. Accounts Payable Bill Lists

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

WORK SESSION ACTION ITEMS

Chamber Request for Funds Discussion

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

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

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

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

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

Contract Payment for Emery & Sons

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

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

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

Discussion. The name of the contractor was not mentioned.

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

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

Public Safety Facility Fund

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

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

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

MAYOR SCHOLL REPORTS

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

COUNCIL MEMBER REPORTS

Council President Morten reported...

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

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

Motion died due to lack of second.

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

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

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

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

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

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

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

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

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

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

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

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

Discussion.

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

Discussion.

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

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

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

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

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

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

Councilor Topaz reported...

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

City Recorder Payne said she will check.

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

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

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

Councilor Chilton reported...

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

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

Councilor Birkle reported...

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

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

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

OTHER BUSINESS**ADJOURN – 8:36 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



St. Helens, OR

Expense Approval Register

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Item #11.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
ACE HARDWARE - ST. HELENS	7.31.21-60174	08/10/2021	ACE MATERIALS ACCT 60174	100-715-52001	9.99
NORTHWEST OCCUPATIONAL...	016	08/11/2021	MED AND PSYCH SCREENING ...	100-705-52019	400.00
TYLER TECHNOLOGIES INC	025-343856	08/11/2021	EXECUTIME M SMITH	100-707-52019	487.50
DAWN RICHARDSON - AP	7.15.2021	08/11/2021	MILEAGE REIMBURSEMENT F...	100-707-52001	29.90
DEPARTMENT OF TRANSPORT...	L0025135914	08/11/2021	DMV SERVICES ACCT 61018	100-702-52019	1.80
ORKIN	214479870	08/12/2021	1810 OLD PORTLAND RD PEST ...	100-709-52023	152.00
ORKIN	214479871	08/12/2021	1810 OLD PORTLAND RD PEST ...	100-709-52023	82.00
ORKIN	215299462	08/12/2021	265 STRAND PEST SERVICE CIT...	100-715-52023	88.00
ORKIN	215299644	08/12/2021	265 STRAND PEST SERVICE CIT...	100-715-52023	152.00
JOHNSON CONTROLS FIRE PR...	22408671	08/12/2021	LIB / TECH CENTER	100-706-52023	2,267.11
SHRED-IT C/O STERICYCLE INC	8182541683	08/12/2021	CITY HALL SHRED 13627551	100-715-52001	93.72
BIO-MED TESTING SERVICES I...	85829	08/12/2021	PRE EMPLOYMENT TEST	100-702-52019	135.00
PETTY CASH - DAWN RICHARD...	INV0001871	08/12/2021	PETTY CASH LIB	100-706-52001	55.00
PETTY CASH - DAWN RICHARD...	INV0001871	08/12/2021	PETTY CASH LIB	100-706-52001	24.97
AMY LINDGREN LAW LLC	INV0001872	08/12/2021	DUES REIMB 2020 AND 2021	100-704-52019	400.00
ROSS DENISON LAW	INV0001873	08/12/2021	PROFESSIONAL SERVICES COU...	100-704-52019	650.00
LAND DEVELOPMENT SERVICES	JULY 2021	08/12/2021	INSPECTIONS FOR ST. HELENS ...	100-711-52015	307.50
LAND DEVELOPMENT SERVICES	JUNE 2021	08/12/2021	INSPECTIONS FOR ST. HELENS ...	100-711-52015	356.25
DEPARTMENT OF TRANSPORT...	L0025154278	08/12/2021	DMV SERVICES ACCT 61018	100-702-52001	15.50
PEAK ELECTRIC GROUP LLC	22614	08/13/2021	DUAL LITE EMERGENCY COMP...	100-706-52023	1,260.00
BUSINESS WATCH INTERNATI...	36234	08/13/2021	ANNUAL FEE BW1 RAPID	100-705-52019	654.75
MIDWEST TAPE	500780144	08/13/2021	DVD / ABD 2000010011	100-706-52034	31.99
MIDWEST TAPE	500780146	08/13/2021	DVD / ABD 2000010011	100-706-52034	12.99
MIDWEST TAPE	500811279	08/13/2021	DVD / ABD 2000010011	100-706-52035	106.97
MIDWEST TAPE	500811731	08/13/2021	DVD / ABD 2000010011	100-706-52034	17.24
METRO PLANNING INC	5305	08/13/2021	WEB GIS	100-710-52001	160.00
INGRAM LIBRARY SERVICES	54074902	08/13/2021	BOOKS 20C7921	100-706-52033	115.32
INGRAM LIBRARY SERVICES	54074903	08/13/2021	BOOKS 20C7921	100-706-52033	184.62
QUARANTO & ASSOCIATES LLC	01532	08/16/2021	COURT SERVICES LEGAL	100-704-52019	200.00
QUARANTO & ASSOCIATES LLC	01533	08/16/2021	COURT SERVICES LEGAL	100-704-52019	200.00
CITY OF PORTLAND	10381803	08/16/2021	REGJIN ACCESS CITIES ANNUAL...	100-705-52006	24,436.80
HUDSON GARBAGE SERVICE	1137532	08/16/2021	1554- TRASH PUBLIC LIBRARY	100-706-52023	61.35
HUDSON GARBAGE SERVICE	11397761	08/16/2021	7547- TRASH POLICE 150 S 13...	100-705-52023	101.68
HUDSON GARBAGE SERVICE	11398134	08/16/2021	7056- TRASH REC CENTER OLD...	100-709-52023	29.74
HUDSON GARBAGE SERVICE	11398275	08/16/2021	5273- TRASH REC CENTER CH...	100-709-52023	99.10
HUDSON GARBAGE SERVICE	2046-1287539	08/16/2021	7539- TRASH CITY HALL 265 ST...	100-715-52023	133.58
HUDSON GARBAGE SERVICE	2046-1287598	08/16/2021	7598- TRASH MCCORMICK ARK	100-708-52023	977.10
HUDSON GARBAGE SERVICE	2046-1287601	08/16/2021	7601-TRASH PUBLIC CANS PLA...	100-715-52023	132.64
HUDSON GARBAGE SERVICE	2046-1287636	08/16/2021	7636- TRASH COL VIEW PARK ...	100-708-52023	232.42
ORKIN	215298030	08/16/2021	PEST CONTROL POLICE	100-705-52023	98.00
DON'S RENTAL	558368	08/16/2021	CHAIRS AND TABLE RENTAL	100-703-52041	330.00
ERSKINE LAW PRECTICE LLC	7.19.2021	08/16/2021	7/1-7/15	100-704-52019	2,854.92
COLUMBIA COUNTY TRANSFER...	7523	08/16/2021	TRASH DUMP FEES ACCT 0017	100-715-52001	35.36
TROTTER & MORTON FACILITY ..	78570	08/16/2021	C11165 HVAC POLICE	100-705-52023	1,670.94
DAWN RICHARDSON - AP	8.10.21	08/16/2021	MILEAGE REIMBURSEMENT F...	100-707-52001	29.90
COLUMBIA COUNTY TREASUR...	8.12.21	08/16/2021	JAIL ASSESSMENT	100-000-20900	121.37
COLUMBIA COUNTY TREASUR...	8.12.21	08/16/2021	COUNTY ASSESSMENT	100-000-20900	540.70
COLUMBIA COUNTY TREASUR...	8.12.21	08/16/2021	CITY COURT COSTS DEDUCTED	100-000-36002	-66.21
SHRED-IT C/O STERICYCLE INC	8182545380	08/16/2021	POLICE DEPT SHRED SERVICE	100-705-52019	75.28
PAULSON PRINTING CO.	D5220	08/16/2021	BUS CARDS FOR PAYNE	100-702-52018	55.00
PAULSON PRINTING CO.	D5222	08/16/2021	BUS CARDS FOR BARRY	100-701-52001	55.00
PAULSON PRINTING CO.	D5225	08/16/2021	BUS CARDS KING / SCHOLL	100-701-52001	35.00
PAULSON PRINTING CO.	D5225	08/16/2021	BUS CARDS KING / SCHOLL	100-703-52001	35.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
METRO PRESORT	IN635757	08/16/2021	UB BILL PRINTING	100-707-52008	3,651.29
OREGON DEPARTMENT OF RE...	INV0001875	08/16/2021	STATE DUII CONVICTION FEE	100-000-20700	695.00
OREGON DEPARTMENT OF RE...	INV0001875	08/16/2021	MISD SURCHARE	100-000-20700	144.49
OREGON DEPARTMENT OF RE...	INV0001875	08/16/2021	STATE	100-000-20800	136.25
OREGON DEPARTMENT OF RE...	INV0001875	08/16/2021	STATE MISD	100-000-20800	331.50
OREGON DEPARTMENT OF RE...	INV0001875	08/16/2021	STATE VIOLATION	100-000-20800	940.00
OREGON DEPARTMENT OF RE...	INV0001875	08/16/2021	UNITARY	100-000-20800	204.08
OREGON DEPARTMENT OF RE...	INV0001875	08/16/2021	LEMLA	100-000-20800	9.00
OREGON DEPARTMENT OF RE...	INV0001875	08/16/2021	STATE COURT FACILITY	100-000-20800	18.00
MAILBOXES NORTHWEST	INV0001877	08/16/2021	POSTAGE ACCT 2801	100-705-52001	29.93
PORTLAND GENERAL ELECTRIC	INV0001879	08/16/2021	0153585940	100-709-52003	142.39
SCAPPOOSE SAND AND GRAVE...	T56123	08/16/2021	SAND FOR CITIZENS DAY IN TH...	100-703-52041	144.00
ACE HARDWARE - ST. HELENS	7.31.21-60176	08/06/2021	MATERIALS ACE ACCT 60176 - ...	100-708-52001	36.18
ACE HARDWARE - ST. HELENS	7.31.21-60176	08/06/2021	MATERIALS ACE ACCT 60176 - ...	100-708-52001	9.95
ACE HARDWARE - ST. HELENS	7.31.21-60176	08/06/2021	MATERIALS ACE ACCT 60176 - ...	100-708-52001	26.33
ACE HARDWARE - ST. HELENS	7.31.21-60176	08/06/2021	MATERIALS ACE ACCT 60176 - ...	100-708-52001	9.99
ACE HARDWARE - ST. HELENS	7.31.21-60176	08/06/2021	MATERIALS ACE ACCT 60176 - ...	100-708-52001	57.48
ACE HARDWARE - ST. HELENS	7.31.21-60176	08/06/2021	MATERIALS ACE ACCT 60176 - ...	100-708-52001	69.99
ACE HARDWARE - ST. HELENS	7.31.21-60176	08/06/2021	MATERIALS ACE ACCT 60176 - ...	100-708-52001	2.99
ACE HARDWARE - ST. HELENS	7.31.21-60176	08/06/2021	MATERIALS ACE ACCT 60176 - ...	100-708-52001	28.99
Fund 100 - GENERAL FUND Total:					47,414.62

Fund: 202 - COMMUNITY DEVELOPMENT

MAYER REED INC	12902	08/11/2021	ST HELENS RIVERWALK	202-723-52055	27,788.00
HUDSON GARBAGE SERVICE	11398331	08/16/2021	2134- PORTABLE SERVICE FIR...	202-725-52028	656.88
MAUL FOSTER ALONGI INC	43779	08/16/2021	BWP ON CALL SERVICES	202-721-52019	973.75
MAUL FOSTER ALONGI INC	43779	08/16/2021	GOVERNANCE AND PUBLIC EN...	202-721-52019	403.75
MAUL FOSTER ALONGI INC	43779	08/16/2021	WWTP LAGOON ON CALL SERV..	202-726-52019	838.75
Fund 202 - COMMUNITY DEVELOPMENT Total:					30,661.13

Fund: 203 - COMMUNITY ENHANCEMENT

TIM PARDUE	INV0001874	08/13/2021	MUSIC BOOKLETS REIMB.	203-706-52092	90.50
Fund 203 - COMMUNITY ENHANCEMENT Total:					90.50

Fund: 205 - STREETS

PORTLAND GENERAL ELECTRIC	INV0001876	08/16/2021	4854421000	205-000-52003	42.67
Fund 205 - STREETS Total:					42.67

Fund: 305 - PARKS SDC

ACE HARDWARE - ST. HELENS	7.31.21-60176	08/06/2021	MATERIALS ACE ACCT 60176 - ...	305-000-53001	54.15
ACE HARDWARE - ST. HELENS	7.31.21-60176	08/06/2021	MATERIALS ACE ACCT 60176 - ...	305-000-53001	11.98
Fund 305 - PARKS SDC Total:					66.13

Fund: 601 - WATER

LAWRENCE OIL COMPANY	019001	08/10/2021	247752 WATER	601-732-52022	85.09
HACH	12588737	08/16/2021	REAGENT SET CHLORINE FREE ...	601-731-52001	76.07
HACH	12588737	08/16/2021	REAGENT SET CHLORINE FREE ...	601-732-52001	141.28
SUNSET AUTO PARTS INC - NA...	7.31.2021	08/16/2021	AUTO PARTS ACCT 6355	601-731-52001	16.15
SUNSET AUTO PARTS INC - NA...	7.31.2021	08/16/2021	AUTO PARTS ACCT 6355	601-731-52001	308.93
Fund 601 - WATER Total:					627.52

Fund: 603 - SEWER

JWC ENVIRONMENTAL INC	107359	08/11/2021	ROTATING BRUSH SEGMENT	603-736-52001	1,259.88
PACIFIC POWER GROUP LLC	495872-00	08/11/2021	ANNUAL PREV MAINTENANCE	603-738-52001	783.16
PACIFIC POWER GROUP LLC	495873-00	08/11/2021	MAINTENANCE GEN 2	603-738-52001	772.73
PACIFIC POWER GROUP LLC	495874-00	08/11/2021	ANNUAL PREVENTATIVE MAIN...	603-738-52001	614.33
COLUMBIA RIVER PUD	INV0001870	08/11/2021	38633 594 S 9 ST POWER	603-737-52003	11,454.08
CENTURY LINK	AUG 2021	08/13/2021	488	603-736-52010	124.88
CENTURY LINK	AUG 2021	08/13/2021	600	603-736-52010	22.35
CENTURY LINK	AUG 2021	08/13/2021	293	603-736-52010	22.35
CENTURY LINK	AUG 2021	08/13/2021	654	603-736-52010	22.35
CENTURY LINK	AUG 2021	08/13/2021	688	603-736-52010	28.33
CENTURY LINK	AUG 2021	08/13/2021	488	603-737-52010	124.88
CENTURY LINK	AUG 2021	08/13/2021	654	603-737-52010	22.35

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTURY LINK	AUG 2021	08/13/2021	688	603-737-52010	28.34
CENTURY LINK	AUG 2021	08/13/2021	293	603-737-52010	22.35
CENTURY LINK	AUG 2021	08/13/2021	600	603-737-52010	22.35
HUDSON GARBAGE SERVICE	11397629	08/16/2021	8333- TRASH WWTP 451 PLY...	603-736-52023	200.94
HUDSON GARBAGE SERVICE	11397629	08/16/2021	8333- TRASH WWTP 451 PLY...	603-737-52023	200.93
SUNSET AUTO PARTS INC - NA...	7.31.2021	08/16/2021	AUTO PARTS ACCT 6355	603-735-52001	259.00
SUNSET AUTO PARTS INC - NA...	7.31.2021	08/16/2021	AUTO PARTS ACCT 6355	603-735-52001	2.99

Fund 603 - SEWER Total: 15,988.57

Fund: 702 - INFORMATION SYSTEMS

CENTURY LINK	AUG 2021	08/13/2021	651	702-000-52010	43.48
CENTURY LINK	AUG 2021	08/13/2021	131	702-000-52010	61.95
CENTURY LINK	AUG 2021	08/13/2021	796	702-000-52010	41.97
CENTURY LINK	AUG 2021	08/13/2021	798B	702-000-52010	103.73
CENTURY LINK	AUG 2021	08/13/2021	818	702-000-52010	380.37
CENTURY LINK	AUG 2021	08/13/2021	967	702-000-52010	130.96
CENTURY LINK	AUG 2021	08/13/2021	162B	702-000-52010	84.29
CENTURY LINK	AUG 2021	08/13/2021	579	702-000-52010	44.70
CENTURY LINK	AUG 2021	08/13/2021	228	702-000-52010	86.64
CENTURY LINK	AUG 2021	08/13/2021	909	702-000-52010	85.44
CENTURY LINK	AUG 2021	08/13/2021	130	702-000-52010	61.95
SOLUTIONS YES	INV284414	08/13/2021	PRINT CHARGES CITY HALL PRI...	702-000-52006	39.31
COMCAST BUSINESS	128055708	08/16/2021	FIBER INTERNET ACCT 934571...	702-000-52003	4,735.82
U.S BANK EQUIPMENT FINANCE	449542174	08/16/2021	CONTRACT PAYMENT EQUIPM...	702-000-52006	99.00
VERIZON	9885220273	08/16/2021	CELL SERVICE ACCT 242060134...	702-000-52010	182.82
CENTURY LINK	INV0001878	08/16/2021	632B	702-000-52010	41.54
SOLUTIONS YES	INV284688	08/16/2021	PRINT FEES C11460-01	702-000-52006	59.44

Fund 702 - INFORMATION SYSTEMS Total: 6,283.41

Fund: 703 - PW OPERATIONS

LAWRENCE OIL COMPANY	019001	08/10/2021	247751 ENGINEERING	703-733-52022	38.73
LAWRENCE OIL COMPANY	019001	08/10/2021	247748 PUBLIC WORKS	703-734-52022	1,268.51
LES SCHWAB TIRE CENTER	22900454409	08/10/2021	AR TRANSFER CHARGE	703-734-52001	52.72
COLUMBIA RIVER FIRE AND RE...	07-21 JULY	08/12/2021	SHARED COST JOINT MAINT	703-734-52099	1,790.01
METRO PLANNING INC	5305	08/13/2021	WEB GIS	703-733-52006	185.00
HUDSON GARBAGE SERVICE	11398285	08/16/2021	CASCADES TISSUE SITE PORTA...	703-734-52023	131.84
HUDSON GARBAGE SERVICE	2046-1287555	08/16/2021	7555- TRASH PW 984 OR ST	703-734-52023	92.84
SUNSET AUTO PARTS INC - NA...	7.31.2021	08/16/2021	AUTO PARTS ACCT 6355	703-734-52099	132.39
SUNSET AUTO PARTS INC - NA...	7.31.2021	08/16/2021	AUTO PARTS ACCT 6355	703-734-52099	39.11
SUNSET AUTO PARTS INC - NA...	7.31.2021	08/16/2021	AUTO PARTS ACCT 6355	703-734-52099	11.99
SUNSET AUTO PARTS INC - NA...	7.31.2021	08/16/2021	AUTO PARTS ACCT 6355	703-734-52099	17.72
GENERAL EQUIPMENT COMP...	77249	08/16/2021	GAUGE PRESSURE	703-734-52099	107.56
EATONS TIRE AND AUTO REPA...	77657	08/16/2021	KENDRA BEAR CLAW	703-734-52099	250.00
PAULSON PRINTING CO.	D5231	08/16/2021	BUS CARDS	703-734-52001	260.00
PAULSON PRINTING CO.	D5271	08/16/2021	HAULED WASTE TICKEET FOR...	703-734-52001	48.95

Fund 703 - PW OPERATIONS Total: 4,427.37

Fund: 704 - FACILITY MAJOR MAINTNANCE

COLUMBIA COUNTY TRANSFER..	7523	08/16/2021	TRASH DUMP FEES ACCT 0017	704-000-53017	197.29
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Fund 704 - FACILITY MAJOR MAINTNANCE Total: 197.29

Grand Total: 105,799.21

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	47,414.62
202 - COMMUNITY DEVELOPMENT	30,661.13
203 - COMMUNITY ENHANCEMENT	90.50
205 - STREETS	42.67
305 - PARKS SDC	66.13
601 - WATER	627.52
603 - SEWER	15,988.57
702 - INFORMATION SYSTEMS	6,283.41
703 - PW OPERATIONS	4,427.37
704 - FACILITY MAJOR MAINTNANCE	197.29
Grand Total:	105,799.21

Account Summary

Account Number	Account Name	Expense Amount
100-000-20700	State Surcharge	839.49
100-000-20800	State Assessment	1,638.83
100-000-20900	County Assessment	662.07
100-000-36002	Fines - Court	-66.21
100-701-52001	Operating Supplies	90.00
100-702-52001	Operating Supplies	15.50
100-702-52018	Professional Development	55.00
100-702-52019	Professional Services	136.80
100-703-52001	Operating Supplies	35.00
100-703-52041	Community Support Funds	474.00
100-704-52019	Professional Services	4,304.92
100-705-52001	Operating Supplies	29.93
100-705-52006	Computer Maintenance	24,436.80
100-705-52019	Professional Services	1,130.03
100-705-52023	Facility Maintenance	1,870.62
100-706-52001	Operating Supplies	79.97
100-706-52023	Facility Maintenance	3,588.46
100-706-52033	Printed Materials	299.94
100-706-52034	Visual Materials	62.22
100-706-52035	Audio Materials	106.97
100-707-52001	Operating Supplies	59.80
100-707-52008	Printing	3,651.29
100-707-52019	Professional Services	487.50
100-708-52001	Operating Supplies	241.90
100-708-52023	Facility Maintenance	1,209.52
100-709-52003	Utilities	142.39
100-709-52023	Facility Maintenance	362.84
100-710-52001	Operating Supplies	160.00
100-711-52015	Intergovernmental Servic...	663.75
100-715-52001	Operating Supplies	139.07
100-715-52023	Facility Maintenance	506.22
202-721-52019	Professional Services	1,377.50
202-723-52055	Riverwalk Project	27,788.00
202-725-52028	Projects & Programs	656.88
202-726-52019	Professional Services	838.75
203-706-52092	Ukulele Expenses	90.50
205-000-52003	Utilities	42.67
305-000-53001	Capital Outlay	66.13
601-731-52001	Operating Supplies	401.15
601-732-52001	Operating Supplies	141.28
601-732-52022	Fuel	85.09
603-735-52001	Operating Supplies	261.99
603-736-52001	Operating Supplies	1,259.88
603-736-52010	Telephone	220.26
603-736-52023	Facility Maintenance	200.94

Account Summary

Account Number	Account Name	Expense Amount
603-737-52003	Utilities	11,454.08
603-737-52010	Telephone	220.27
603-737-52023	Facility Maintenance	200.93
603-738-52001	Operating Supplies	2,170.22
702-000-52003	Utilities	4,735.82
702-000-52006	Computer Maintenance	197.75
702-000-52010	Telephone	1,349.84
703-733-52006	Computer Maintenance	185.00
703-733-52022	Fuel	38.73
703-734-52001	Operating Supplies	361.67
703-734-52022	Fuel	1,268.51
703-734-52023	Facility Maintenance	224.68
703-734-52099	Equipment Operations	2,348.78
704-000-53017	Capital Outlay - Rec Center	197.29
	Grand Total:	105,799.21

Project Account Summary

Project Account Key	Expense Amount
None	105,799.21
Grand Total:	105,799.21



St. Helens, OR

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
PEAK ELECTRIC GROUP LLC	22720	08/19/2021	CIRCUIT RESTORATION	100-708-52019	484.95
NORTHWEST DELI DISTRIBUTI...	425567-1	08/19/2021	LINERS / GLOVES	100-708-52001	1,622.40
BECKY IZBICKI	INV0001881	08/19/2021	REFUND CAMP FEE	100-000-34031	150.00
RUBENS LAWN SERVICE	0004120	08/20/2021	MONTHLY LAWN SERVICE	100-705-52023	80.00
RICOH USA INC	105275973	08/20/2021	POLICE EQUIPMENT LEASE 14...	100-705-52023	230.43
A + ENGRAVING LLC	1227	08/20/2021	NAME BADGE BIRKLE CHILTON	100-703-52001	26.00
NW NATURAL GAS	INV0001889	08/20/2021	5638	100-705-52003	32.56
NW NATURAL GAS	INV0001889	08/20/2021	7673	100-706-52003	19.40
NW NATURAL GAS	INV0001889	08/20/2021	8563	100-708-52003	32.90
NW NATURAL GAS	INV0001889	08/20/2021	3047	100-708-52003	20.60
NW NATURAL GAS	INV0001889	08/20/2021	6430	100-709-52003	16.92
NW NATURAL GAS	INV0001889	08/20/2021	0109	100-709-52003	20.77
NW NATURAL GAS	INV0001889	08/20/2021	5285	100-715-52003	15.99
NW NATURAL GAS	INV0001889	08/20/2021	2848	100-715-52003	15.99
TYLER TECHNOLOGIES INC	025-345292	08/23/2021	EXECUTIME PRODUCTION ASSI...	100-707-52019	1,170.00
WIRE WORKS	10259	08/23/2021	AMP FUSE REPAIR DURANGO ...	100-705-52097	198.80
KJ SECURITY SOLUTIONS & LO...	4008	08/23/2021	REKEY	100-715-52023	95.00
SOLV BUSINESS SOLUTIONS	412478	08/23/2021	AP CHECK STOCK	100-707-52001	347.50
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	150 S 13TH ST- POLICE	100-705-52003	105.67
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	150 S 13 ST POLICE STATION	100-705-52003	373.92
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	375 S 18TH ST COLUMBIA CEN...	100-706-52003	792.73
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	265 STRAND ST. - SPLASH PAD...	100-708-52003	26.26
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	475 S 18TH ST	100-708-52003	55.62
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	475 S 18TH ST	100-708-52003	78.58
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	475 S 18TH ST - MCCORMICK ...	100-708-52003	589.18
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	120 WHITE WAY - WALNUT TR...	100-708-52003	25.25
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	162 MCMICHAEL ST - CAMPBE...	100-708-52003	83.37
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	475 S 18TH ST- MCCORMICK E...	100-708-52003	85.13
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	32.12
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	200 N RIVER ST - GREY CLIFFS ...	100-708-52003	31.89
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	264 STRAND ST- COL VIEW PA...	100-708-52003	20.79
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	200 N 7TH ST - PARK	100-708-52003	25.56
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	299 N 6TH ST - PARKS	100-708-52003	25.25
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	2625 GABLE RD REC CENTER	100-709-52003	202.09
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	275 STRAND ST- CITY HALL UB ...	100-715-52003	87.40
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	265 STRAND ST- CITY HALL UP	100-715-52003	132.44
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	265 STRAND ST- CITY HALL MA...	100-715-52003	485.88
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	277 STRAND ST -	100-715-52003	28.37
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	277 STRAND ST- CITY HALL UB...	100-715-52003	80.61
ERSKINE LAW PRECTICE LLC	8.23.2021	08/23/2021	8/2-8/16	100-704-52019	1,808.44
JILLIAN SCOTT	INV0001896	08/23/2021	OVERCHARGE REFUND OUT OF..	100-000-34031	25.00
JEAN COY	INV0001897	08/23/2021	RETURN CHARGE BOOKING W...	100-000-34031	30.00
NUISANCE SOLUTIONS	INV0001898	08/23/2021	GROUND SQUIRRELS	100-708-52019	970.00
OREGON HISTORICAL SOCIETY	INV0001899	08/23/2021	CONTRIBUTOR	100-703-52041	100.00
EASYPERMIT POSTAGE	INV0001900	08/23/2021	POSTAGE	100-707-52009	1,000.00
AT&T MOBILITY	08232021	08/24/2021	287302289330 POLICE PHONES	100-705-52010	3,316.32
Fund 100 - GENERAL FUND Total:					15,198.08
Fund: 202 - COMMUNITY DEVELOPMENT					
RADLER WHITE PARKS & ALEX...	29443	08/20/2021	MILLARD ROAD	202-721-52019	3,105.00
E2C	4442	08/20/2021	ENTERTAINMENT / EQUIPMENT	202-725-52019	9,756.74
PORTLAND GENERAL ELECTRIC	INV0001888	08/20/2021	7357701000	202-722-52003	47.58
NW NATURAL GAS	INV0001889	08/20/2021	9614	202-725-52003	15.99
NW NATURAL GAS	INV0001889	08/20/2021	7764	202-725-52003	35.90

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEST CONSULTANTS INC	015630	08/23/2021	MILTON CREEK LOMR	202-721-52019	3,384.00
CITY OF ST. HELENS	INV0001901	08/24/2021	STRUCTURAL PERMIT 749-21-...	202-725-52028	152.03
PORTLAND GENERAL ELECTRIC	INV0001902	08/24/2021	1650931000	202-722-52003	20.99
Fund 202 - COMMUNITY DEVELOPMENT Total:					16,518.23
Fund: 203 - COMMUNITY ENHANCEMENT					
PEAK ELECTRIC GROUP LLC	22714	08/19/2021	20 AMP CIRCUIT	203-709-52028	637.00
GREATER ST. HELENS AQUATIC...	1452	08/24/2021	POOL USE FEES	203-709-52028	480.00
GREATER ST. HELENS AQUATIC...	1453	08/24/2021	POOL USE FEES	203-709-52028	960.00
GREATER ST. HELENS AQUATIC...	1454	08/24/2021	POOL USE FEES	203-709-52028	640.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					2,717.00
Fund: 205 - STREETS					
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	58651 COLUMBIA RIVER HWY ...	205-000-52003	25.93
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	191 N MILTON WAY- LANDSC...	205-000-52003	32.66
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	191 N MILTON WAY - SIGNAL	205-000-52003	35.24
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	1800 COLUMBIA BLVD - SIGNAL	205-000-52003	105.50
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	39.77
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	1370 COLUMBIA BLVD.- FOUN...	205-000-52003	37.51
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	2198 COLUMBIA BLVD - SIGNAL	205-000-52003	35.24
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	265 STRAND ST	205-000-52003	3,747.56
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	715 S COLUMBIA RIVER HWY -...	205-000-52003	65.23
DON'S RENTAL	559284	08/24/2021	DRILL BIT	205-000-52001	30.60
Fund 205 - STREETS Total:					4,155.24
Fund: 305 - PARKS SDC					
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	305-000-53001	34.33
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	305-000-53001	150.32
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	305-000-53001	47.72
Fund 305 - PARKS SDC Total:					232.37
Fund: 601 - WATER					
UNITED FIRE INC	21796682	08/20/2021	POLICE ANNUAL EXTINGUISHE...	601-732-52023	297.03
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	601-731-52001	87.98
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	601-731-52001	125.14
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	601-731-52001	9.99
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	601-731-52001	19.98
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	601-731-52001	13.99
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	601-731-52001	50.97
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	601-731-52001	40.92
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	601-731-52001	12.95
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	601-731-52001	85.15
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	601-731-52001	73.95
LAWRENCE OIL COMPANY	CFSI-3777	08/20/2021	247752 WATER	601-732-52022	68.65
NW NATURAL GAS	INV0001889	08/20/2021	2942	601-732-52003	17.01
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	62420 COLUMBIA RIVER HWY ..	601-731-52003	94.02
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	1680 1 ST -	601-731-52003	2,197.59
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	57500 OLD PORTLAND RD - W...	601-731-52003	29.87
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	35261 PITTSBURG RD- PW WA...	601-731-52003	26.93
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	2300 STRAND ST - WELL 2	601-731-52003	56.69
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	PUMP AERIE CT	601-731-52003	87.49
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	1215 FOURTH ST - WFF	601-732-52003	4,084.69
Fund 601 - WATER Total:					7,480.99
Fund: 603 - SEWER					
NW NATURAL GAS	INV0001889	08/20/2021	5750	603-736-52003	17.22
NW NATURAL GAS	INV0001889	08/20/2021	7720	603-736-52003	8.00
NW NATURAL GAS	INV0001889	08/20/2021	7720	603-737-52003	7.99
NW NATURAL GAS	INV0001889	08/20/2021	5750	603-737-52003	17.23
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	37700 CLARK ST - PS 8	603-735-52003	25.56
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	451 PLYMOTH ST - WWTP LA...	603-736-52003	1,422.68
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	451 PLYMOTH ST - WWTP LA...	603-737-52003	1,422.68
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	240 CLARK ST PUMP	603-738-52003	25.48
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	35139 MAPLE ST. - PS 11	603-738-52003	56.85

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	169 S 4TH ST WATER FLOW M...	603-738-52003	64.24
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	59500 OLD PORTLAND RD - PS...	603-738-52003	108.56
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	58725 COL RIV HWY PUMP S	603-738-52003	31.49
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	124 S 4 ST - PS 3	603-738-52003	32.51
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	240 MADRONA CT	603-738-52003	95.83
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	320 S 1ST ST- PS #1	603-738-52003	102.93
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	145 N RIVER ST- PS 2	603-738-52003	66.94
Fund 603 - SEWER Total:					3,506.19
Fund: 605 - STORM					
CASCADE HYDROSEED	734349	08/23/2021	HYDROSEED 6500 SQFT	605-000-52019	975.00
Fund 605 - STORM Total:					975.00
Fund: 702 - INFORMATION SYSTEMS					
CENTURY LINK BUSINESS SERV...	238668723	08/20/2021	ACCT 88035002	702-000-52010	417.85
Fund 702 - INFORMATION SYSTEMS Total:					417.85
Fund: 703 - PW OPERATIONS					
ISON TRANSPORTATION INC	2054	08/19/2021	SAND ISLAND DOCK REPAIR	703-734-52046	3,107.13
PAPE MACHINERY	12973090	08/20/2021	OIL FILTER	703-734-52099	121.70
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	703-734-52001	20.98
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	703-734-52001	6.99
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	703-734-52001	19.99
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	703-734-52099	2.38
LAWSON PRODUCTS	9308699787	08/20/2021	MATERIALS	703-734-52099	161.14
LAWRENCE OIL COMPANY	CFSI-3777	08/20/2021	247750 PUBLIC WORKS	703-734-52022	83.27
LAWRENCE OIL COMPANY	CFSI-3777	08/20/2021	247748 PUBLIC WORKS	703-734-52022	932.36
NW NATURAL GAS	INV0001889	08/20/2021	8675	703-734-52003	15.99
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	1230 DEER ISLAND RD - PW	703-734-52003	46.52
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	984 OREGON ST - PW SHOP	703-734-52003	26.73
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	984 OREGON ST	703-734-52003	123.31
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	650 OREGON ST - LEMONT PU...	703-734-52003	348.86
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	265 STRAND ST. - DOCKS	703-734-52046	214.91
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	264 STRAND ST- PARKS/ GAZE...	703-734-52046	34.07
COLUMBIA RIVER PUD	8.12.2021	08/23/2021	264 STRAND ST- COL VIEW PA...	703-734-52046	20.78
Fund 703 - PW OPERATIONS Total:					5,287.11
Fund: 704 - FACILITY MAJOR MAINTNANCE					
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	704-000-53017	17.99
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	704-000-53017	129.22
ACE HARDWARE - ST. HELENS	7.31.21-60181	08/20/2021	ACE MATERIALS ACCT 60181	704-000-53017	9.69
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					156.90
Grand Total:					56,644.96

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	15,198.08
202 - COMMUNITY DEVELOPMENT	16,518.23
203 - COMMUNITY ENHANCEMENT	2,717.00
205 - STREETS	4,155.24
305 - PARKS SDC	232.37
601 - WATER	7,480.99
603 - SEWER	3,506.19
605 - STORM	975.00
702 - INFORMATION SYSTEMS	417.85
703 - PW OPERATIONS	5,287.11
704 - FACILITY MAJOR MAINTNANCE	156.90
Grand Total:	56,644.96

Account Summary

Account Number	Account Name	Expense Amount
100-000-34031	Recreation Revenue	205.00
100-703-52001	Operating Supplies	26.00
100-703-52041	Community Support Funds	100.00
100-704-52019	Professional Services	1,808.44
100-705-52003	Utilities	512.15
100-705-52010	Telephone	3,316.32
100-705-52023	Facility Maintenance	310.43
100-705-52097	Enterprise Fleet	198.80
100-706-52003	Utilities	812.13
100-707-52001	Operating Supplies	347.50
100-707-52009	Postage	1,000.00
100-707-52019	Professional Services	1,170.00
100-708-52001	Operating Supplies	1,622.40
100-708-52003	Utilities	1,132.50
100-708-52019	Professional Services	1,454.95
100-709-52003	Utilities	239.78
100-715-52003	Utilities	846.68
100-715-52023	Facility Maintenance	95.00
202-721-52019	Professional Services	6,489.00
202-722-52003	Utilities	68.57
202-725-52003	Utilities	51.89
202-725-52019	Professional Services	9,756.74
202-725-52028	Projects & Programs	152.03
203-709-52028	Projects & Programs	2,717.00
205-000-52001	Operating Supplies	30.60
205-000-52003	Utilities	4,124.64
305-000-53001	Capital Outlay	232.37
601-731-52001	Operating Supplies	521.02
601-731-52003	Utilities	2,492.59
601-732-52003	Utilities	4,101.70
601-732-52022	Fuel	68.65
601-732-52023	Facility Maintenance	297.03
603-735-52003	Utilities	25.56
603-736-52003	Utilities	1,447.90
603-737-52003	Utilities	1,447.90
603-738-52003	Utilities	584.83
605-000-52019	Professional Services	975.00
702-000-52010	Telephone	417.85
703-734-52001	Operating Supplies	47.96
703-734-52003	Utilities	561.41
703-734-52022	Fuel	1,015.63
703-734-52046	Dock Services	3,376.89
703-734-52099	Equipment Operations	285.22
704-000-53017	Capital Outlay - Rec Center	156.90

Account Summary

Account Number	Account Name	Expense Amount
704-000-53017	Capital Outlay - Rec Center	
	Grand Total:	56,644.96

Project Account Summary

Project Account Key	Expense Amount
None	56,644.96
	Grand Total:

56,644.96