



# COUNCIL WORK SESSION

Wednesday, June 19, 2024 at 2:00 PM

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## COUNCIL MEMBERS:

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

## LOCATION & CONTACT:

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

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## AGENDA

### CALL WORK SESSION TO ORDER

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

**DISCUSSION TOPICS** - *The Council will take a break around 4:00PM*

1. 2:10PM - Annual Report from City's Insurance Agent of Record - *Chris Iverson, Hagan Hamilton Insurance*
2. 2:25PM - Discussion regarding Downtown Parking - *City Planner Jacob Graichen*
3. 2:55PM - Review Joint Memorandum of Understanding with Columbia Economic Team for Growing Rural Oregon (GRO) Initiative - *CET Executive Director Paul Vogel*
4. 3:10PM - Discussion regarding Possibility of Bringing Back a Tourism Committee
5. 3:30PM - Report from City Administrator John Walsh

### ADJOURN

### EXECUTIVE SESSION

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

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

*Representatives of the news media, staff and other persons as approved, shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers.*

### FOR YOUR INFORMATION

Upcoming Dates to Remember:

- June 17, 4:00PM, Parks & Trails Commission, Council Chambers/Zoom
- June 17, 6:30PM, Council Special Session, Council Chambers/Zoom
- June 19, 6:00PM, Council Work Session, Council Chambers/Zoom
- June 19, 6:00PM, Council Public Hearings, Council Chambers/Zoom
- June 19, 7:00PM, Council Regular Session, Council Chambers/Zoom

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

- PH: June 19, 6:00PM, Sale of City-Owned Property on Millard Road
- PH: June 19, 6:20PM, Annex 35456 E. Division Road (Dahlgren)
- PH: June 19, 6:30PM, Annex Property West, South, and East of 58212 Old Ptld Rd (Port)
- PH: June 19, 6:45PM, Annex 2180 Gable Road (JLJ Earthmovers, LLC)

**VIRTUAL MEETING DETAILS**

Join: <https://us02web.zoom.us/j/87557318708?pwd=em1lNWtxSTBoeUc5OXp6RGptT2pYUT09>

Passcode: 111903

One tap mobile: +16699009128

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

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

**AMENDED**  
CITY of ST. HELENS  
And  
COLUMBIA ECONOMIC TEAM  
JOINT MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MOU), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202~~34~~, by and between the City of St. Helens, an Oregon municipal corporation (hereinafter referred to as the City), and the Columbia Economic Team, a 501(c)(6) non-profit corporation (hereinafter referred to as CET), for the purpose of defining the relationship and responsibilities of the parties as they pertain to the implementation of the Growing Rural Oregon Initiative (hereinafter referred to as GRO).

RECITALS

**WHEREAS**, the City of St. Helens, has been selected by the Ford Family Foundation for inclusion in its Growing Rural Oregon (GRO) initiative that is developing entrepreneurial ecosystems in rural communities throughout the state, and

**WHEREAS**, after selection and invitation to apply, Ford Family Foundation has awarded the City a \$100,000 grant for program and small business entrepreneurial ecosystem development, renewable for a period of three years with possibility of two year extension, and

**WHEREAS**, the City has assembled a robust working group of local individual, organizational, private and public stakeholders to cultivate this opportunity, and

**WHEREAS**, Columbia Economic Team (CET), its Small Business Development Center (SBDC), and other staff are engaged in the St. Helens GRO initiative, and

**WHEREAS**, small business advising, facilitation, marketing, promotion, and support are core competencies and the focus of CET, and

**WHEREAS**, the ongoing work of business resource building by CET is closely aligned with the GRO Program framework and plan execution, and

**WHEREAS**, it is in the best interests of the St. Helens community and the greater Columbia County community to achieve optimal alignment of efforts in entrepreneurial ecosystem development and Columbia Economic Team has essential support infrastructure in place, and

**WHEREAS**, the City of St. Helens has determined that the GRO Program can be optimized by integrating the program under the CET umbrella,

NOW, THEREFORE, based on the mutual covenants set forth in this MOU, the parties agree to the following terms and conditions:

Section 1. Term, Duration, and Termination.

This MOU shall be in effect from the date of signing until December 31, 2025~~24~~ unless written notification by either party is presented to the other party on or before September 30, of intent to terminate this MOU effective on December 31 of the year of said termination notice. Failure to adhere to the duties and responsibilities outlined in Section 2. A. may result in the termination of this MOU. If either party terminates this MOU, effective as of the date of termination, any agreed upon financial obligations shall no longer incur, provided that all undisputed obligations incurred to the time of the notice have been remedied pursuant to the terms of this MOU.

Section 2. Duties and Responsibilities.

A. CET shall:

1. Maintain their status as a 501(c)(6) organization with a mission to, "promote the creation, retention, growth and attraction of business and industry throughout our county."
2. Efficiently manage the administrative and financial functions of the greater St. Helens GRO initiative, recovering appropriate administrative overhead costs in an amount not to exceed 10% of the full grant amount.
3. Contract and maintain an Entrepreneur Navigator, responsible for implementation of the GRO initiative in greater St. Helens.
4. Provide support and supervision of the Entrepreneur Navigator for GRO Greater St. Helens.
5. Make recommendations to City regarding specific GRO activities and projects as part of its annual reporting process and ongoing planning efforts.
6. Continue meaningful participation and engagement on the greater St. Helens GRO eLeadership Team.
7. Maintain, and make available to the City, all appropriate records, electronic and otherwise, on behalf of GRO greater St. Helens.
8. Maintain monthly activity updates, quarterly contract reporting, and annual financial reconciliation for reporting to the City and Grantor.
9. Adhere to the terms and conditions of the Ford Family Foundation Grant Agreement, year 1 agreement dated October 28, 2022 and ~~all subsequent~~2024 grant agreements related to the initiative.

B. City shall:

1. Continue meaningful participation and engagement on the greater St. Helens GRO eLeadership Team.
2. Serve as the primary contact for grant administration and reporting, maintaining stewardship of resources related to the GRO initiative and adhering to the terms and conditions of the Ford Family Foundation Grant Agreement, year 1 agreement dated October 28, 2022 and ~~all subsequent~~2024 grant agreements related to the initiative.

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3. ~~Transfer the full funding amount of the Year 1 Grant (\$100,000) and subsequent Yearly grants as received from the Ford Family Foundation prospectively to CET for implementation of the greater St. Helens GRO initiative as they are made available under the terms of the grant agreement(s).~~

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~~4. Designate a staff person to serve in the role of Team Co-Lead. Key responsibilities include convening the group, guiding action planning, recruiting members to provide leadership for key activities.~~

~~5.4. Provide space, coordination and technology as needed or requested for team meetings.~~

~~6.5. Partner in promoting the events and activities of the greater St. Helens GRO initiative.~~

~~7.6. Support and coordinate with CET on annual reporting to the Grantor for the purposes of obtaining Year 2, Year 3 and any potential additional funding.~~

### Section 3. Indemnification.

To the maximum extent permitted by law, the parties shall hold and save each other, their officers, agents, and employees, harmless and shall defend and indemnify each other from any claims, damages, losses, and expenses, including attorney fees, which arise out of the action or inaction of the parties, their agents, officials or employees in the performance of this Memorandum of Agreement.

### Section 4. Amendments and Assignments

All amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be in writing and executed with the same formalities of this MOU. This MOU is binding on the heirs, successors and assigns of the parties hereto but shall not be assigned by either party without first obtaining the written consent of the other. This MOU encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties. The parties hereby acknowledge and represent that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this MOU, made by or on behalf of any other party, person or entity whatsoever, prior to the execution of this MOU.

### Section 5. SEVERABILITY.

The provisions of this MOU are severable; if any Section, subsection, sentence or clause shall be found by a court of competent jurisdiction to be invalid, unconstitutional, or is clearly and specifically preempted by Federal or State laws, the remaining Sections, subsections, sentences, or clauses shall remain in full force and effect, unless the effect of such invalidity, unconstitutionality or preemption effects a material alteration in the benefit of a party's bargain contained herein. Should any provision be declared invalid or unconstitutional or be preempted, the parties shall enter into negotiations within ten (10) days of final judgment or effective date of the law regarding any such matter and make a good faith effort to reform

or replace such provision or part thereof with a valid and enforceable provision that comes as close as possible to providing the parties the benefit of its bargain as originally expressed herein.

CITY OF ST. HELENS

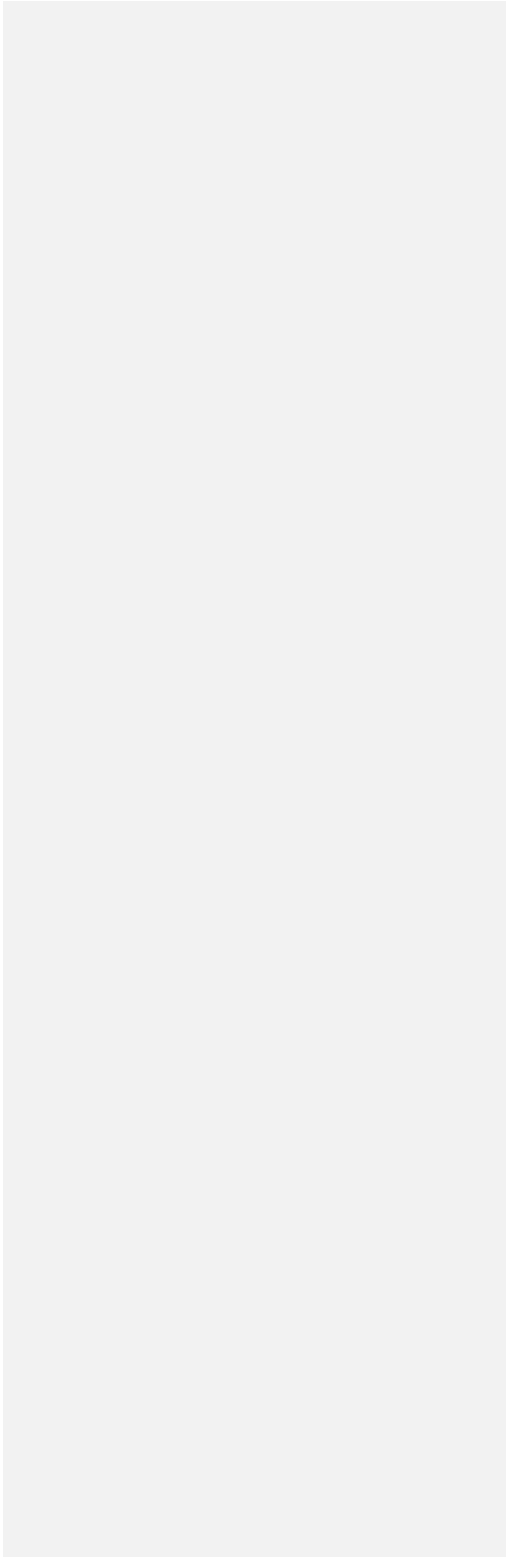
COLUMBIA ECONOMIC TEAM

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John Walsh  
City Administrator

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Paul Vogel  
Executive Director



City of St. Helens  
**ORDINANCE NO. 3199**

AN ORDINANCE TO REPEAL ST. HELENS MUNICIPAL CODE  
 CHAPTER 2.60, TOURISM COMMITTEE

**THE CITY OF ST. HELENS ORDAINS AS FOLLOWS:**

**Section 1.** St. Helens Municipal Code Chapter 2.60, Tourism Committee, is hereby repealed.

Chapter 2.60  
~~TOURISM COMMITTEE~~

Sections:

- ~~2.60.010~~ Establishment.
- ~~2.60.020~~ Definition of tourism.
- ~~2.60.030~~ Membership.
- ~~2.60.040~~ Terms of office.
- ~~2.60.050~~ Vacancies and removals.
- ~~2.60.060~~ Meetings—Quorum.
- ~~2.60.070~~ Responsibilities, powers, and duties.

**~~2.60.010 Establishment.~~**

~~There is hereby created a tourism committee for the city of St. Helens, Oregon. (Ord. 3046 § 1, 2007)~~

**~~2.60.020 Definition of tourism.~~**

~~"Tourism" means the business of attracting and providing services and accommodations to those persons who are traveling for recreational or cultural purposes. (Ord. 3046 § 2, 2007)~~

**~~2.60.030 Membership.~~**

~~The tourism committee shall consist of nine members appointed by the city council. The committee shall consist of one member who is a current St. Helens city councilor, one member who is an owner of a hotel, motel, RV park, or bed and breakfast establishment in St. Helens, one member of the board of directors of the South Columbia County Chamber of Commerce, and six at large members. The city administrator and city finance director shall act as ex officio members of the committee and shall have no voting rights. (Ord. 3161 § 1, 2012; Ord. 3160 § 1, 2012; Ord. 3102 § 1, 2009; Ord. 3070 § 1, 2007; Ord. 3046 § 3, 2007)~~

**~~2.60.040 Terms of office.~~**

~~All members shall serve at the pleasure of the city council. Members shall be appointed for three year terms. (Ord. 3046 § 4, 2007)~~

**~~2.60.050 Vacancies and removals.~~**

~~Any vacancies on the committee shall be filled for the unexpired term by appointment by the mayor and approval by the council. A member of the committee who is absent from three consecutive~~

meetings without approval of the committee is subject to removal by the city council and a new member may be appointed to complete the term. (Ord. 3161 § 1, 2012; Ord. 3046 § 5, 2007)

**~~2.60.060 Meetings—Quorum:~~**

~~The committee shall adopt its own rules for appointment of officers and the frequency and conduct of its meetings. All meetings are subject to the requirements of the Oregon Public Meetings Law (ORS 192.610 to 192.690). A majority of the members of the commission shall constitute a quorum for the conduct of business and the concurrence of a majority of those members present shall be required to decide any matter. Minutes shall be forwarded to the council after adoption by the committee for acceptance by the city council. (Ord. 3046 § 6, 2007)~~

**~~2.60.070 Responsibilities, powers, and duties.~~**

~~The tourism committee shall have the responsibilities, obligations and duties of an advisory public body as provided for in laws of the state of Oregon and the laws of the city of St. Helens. The tourism committee shall have authority to:~~

- ~~(1) Adopt rules for the appointment of officers and the frequency and conduct of its meetings; provided, that the tourism committee meets at least once every calendar month or as directed by city council.~~
- ~~(2) Develop a proposed budget using estimated resources from the transient room fee ordinance for recommendation to the budget committee.~~
- ~~(3) Develop a long range business/strategic plan that increases tourism in the city through the use of a transient room tax.~~
- ~~(4) Recommend to the city council programs or staffing for which the use of transient room tax fees would be appropriate.~~
- ~~(5) Coordinate with a tourism director and city staff on tourism issues.~~
- ~~(6) Recommend rules and regulations for the operation of a city-owned convention center. (Ord. 3046 § 7, 2007)~~

Read the first time: November 4, 2015

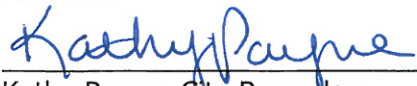
Read the second time: November 18, 2015

**APPROVED AND ADOPTED** by the City Council this <sup>18<sup>th</sup></sup>~~4<sup>th</sup>~~ day of November, 2015, by the following vote:

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

  
Randy Peterson, Mayor

ATTEST:  
  
Kathy Payne, City Recorder