



COUNCIL REGULAR SESSION

Wednesday, September 07, 2022 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 (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*

PROCLAMATIONS

1. Oregon Direct Support Professional Recognition Week - September 11-17, 2022

DELIBERATIONS

2. Street Vacation of Sections of Right-of-Way along N. River Street, N. 1st Street, Columbia Blvd. and S. River Street (Keith Locke, et. al.)

RESOLUTIONS

3. **Resolution No. 1964:** A Resolution to Adopt City Council Operating Rules and Procedures for the City of St. Helens, Superseding Resolution No. 1837

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

Resolution No. 1965: A Resolution Establishing Drop Box Rates and Superseding Resolution No. 1933

AWARD BID/CONTRACT

5. Award Contract for S. 1st Street & Strand Street Road and Utilities Extension and the 1st Street & St. Helens Street Intersection Improvements Projects to Moore Excavation, Inc. in the Amount of \$15,663,733.45

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

6. Settlement Agreement and Release of All Claims with Cascades Holding US Inc., dba Cascades Tissue Group-Oregon
7. [RATIFY] Agreement with Jon Ellis for Financial Services
8. Amendment No. 5 to Agreement with Mayer/Reed Inc. for Design, Construction, & Permits for Riverwalk Project Phase I and Columbia View Park Amphitheater (Additional Services - Signage & Graphics)
9. Land and Water Conservation Fund Grant Agreement for Riverwalk Phase I Project

- [10.](#) Exclusive Negotiating Agreement with Atkins Dame Inc. for the Millard Road Property

CONSENT AGENDA FOR APPROVAL

- [11.](#) Council Work Sessions, Executive Sessions, Public Hearings, and Regular Sessions Minutes dated August 3 & 17, 2022

- [12.](#) Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

COUNCIL MEMBER REPORTS

MAYOR SCHOLL REPORTS

OTHER BUSINESS

ADJOURN

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/85060785208?pwd=NjFqMnZuQXdZSjkxanRnekZ5NytnQT09>

Meeting ID: 850 6078 5208

Passcode: 207604

Dial: 669-444-9171

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

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

City of St. Helens
PROCLAMATION
 By Mayor Rick Scholl

Oregon Direct Support Professional Recognition Week
September 11 – 17, 2022

WHEREAS, an estimated 30,000 Oregonians experience an intellectual or developmental disability and benefit from assistance from others to live rich, fulfilling, and inclusive lives; and

WHEREAS, approximately 16,000 Oregonians are employed as Direct Support Professionals (DSPs), an essential job that requires a high level of skill, training, and dedication to support people with intellectual and developmental disabilities; and

WHEREAS, DSPs in Oregon promote opportunities for people with disabilities to fully participate as valued members of their communities; enhancing their well-being by supporting people in all aspects of their daily lives; and

WHEREAS, DSPs must build close, respectful, and trusted relationships with those for whom they work, which requires compassion, empathy, and the highest ethical standards; and

WHEREAS, DSPs help people manage complex medical and behavioral health needs, assist people with communication, and provide intimate personal supports on a daily basis; and

WHEREAS, DSPs have worked through some of the most challenging circumstances imaginable – working on the frontlines throughout the pandemic, ensuring people’s safety during extreme wildfires, and helping people cope with prolonged power outages during historic ice storms; and

WHEREAS, there is a critical shortage of DSPs throughout Oregon, and together we are committed to improving wages, benefits, and opportunities for advancement to improve the quality of support, safety, and health of individuals with disabilities.

NOW, THEREFORE, I, Rick Scholl, Mayor of the City of St. Helens, hereby proclaim the week of ***September 11-17, 2022*** as ***Oregon Direct Support Professional Recognition Week*** in the City of St. Helens, and encourage all citizens to join me in this important observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of St. Helens to be affixed at St. Helens City Hall on this 7th day of September 2022.

MAYOR:

 Rick Scholl, Mayor

ATTEST:

 Kathy Payne, City Recorder

*Place
 Gold
 Seal &
 Stamp
 Here*

City of St. Helens
RESOLUTION NO. 1964

A RESOLUTION TO ADOPT CITY COUNCIL OPERATING RULES
AND PROCEDURES FOR THE CITY OF ST. HELENS,
SUPERSEDING RESOLUTION NO. 1837

WHEREAS, Chapter IV, Section 13 of the City of St. Helens Charter authorizes the City Council to adopt rules for the governing of its proceedings; and

WHEREAS, the City Council has determined it desirable to update the Council's operating rules and procedures to insure the most efficient and effective administration and management of its various meetings.

NOW, THEREFORE, BE IT RESOLVED that the City of St. Helens does hereby adopt the City Council Operating Rules and Procedures attached hereto as **Exhibit A** and made a part hereof by this reference, which supersedes Resolution No. 1837.

PASSED AND ADOPTED by the City Council on this 7th day of September 2022.

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

**City of St. Helens
CITY COUNCIL
OPERATING RULES AND PROCEDURES**

SECTION I – AUTHORITY

These operating procedures and policies are adopted under the authority granted in the St. Helens Charter, Chapter III, Section 13.

SECTION II – OFFICERS OF THE CITY COUNCIL

1. **Mayor** – The Mayor shall be chair of the Council and preside over its deliberations. The Mayor shall have a vote on all questions before the Council. The Mayor shall have authority to preserve order, enforce the rules of the Council, and determine the order of business under the rules of the Council. With the consent of the Council, and following the procedures of the Council, appoints members of commissions and committees established by ordinance or resolution. The Mayor must sign all records of Council decisions.
2. **Council President** – At its first meeting of each odd-numbered year, the Council by written ballot shall elect a President from its membership. The President of the Council shall perform the duties of the Mayor in the Mayor's absence.

SECTION III – MEETINGS OF THE CITY COUNCIL

1. Meetings

All meetings of the Council or the boards, committees, and commissions of the City shall be in conformance with Chapter 192, Oregon Revised Statutes, Public Meetings.

A. Regular Meetings

The regular meetings of the Council shall be on the first and third Wednesdays of each month, except when that day falls on a legal holiday in which event the Council shall meet on the next following regular business day. Unless otherwise noticed, regular meetings shall be held on the days appointed at 7:00 p.m.

At its first regular meeting of each new year, the Council shall adopt a resolution stating the dates, times, and locations of its regular meetings for the year.

B. Special Meetings

A special meeting may be called either by the Mayor or two (2) members of the Council. Written notice of the time and place of such special meeting and the subjects to be acted upon shall be delivered in writing to interested persons, the media, and all members of the Council at least 24 hours in advance of the time of said meeting, and the Council may consider and act only upon such matters as contained in the written notice.

C. Work Session Meetings

Regular work sessions of the Council shall be on the first and third Wednesdays of each month, unless otherwise noticed, and shall be held on the days appointed at 2:00 p.m. At such work sessions no final decisions may be made or action taken. Work sessions shall begin with visitor comments to provide the public with an opportunity to address the City Council.

At its first regular meeting of each new year, the Council shall adopt a resolution stating the dates, times, and locations of its work session meetings for the year.

D. Adjourned Meetings

At any regular or adjourned meeting, the meeting may be adjourned to a later date by a majority vote of the Council. In the event any regular meeting is adjourned, the Mayor may call an adjourned meeting at such time as the Mayor may designate upon giving appropriate legal notice and having each councilor notified personally, or in writing, at least 24 hours in advance of the time and place of such adjourned meeting.

E. Public Hearings

The regular public hearings of the Council shall be on the first and third Wednesdays of each month, unless otherwise arranged, and shall be held on the days appointed between 6:00 p.m. and 7:00 p.m. depending on the purpose. Staff may, at its discretion, schedule such time as needed per topic and considering the start of the Council's regular meeting at 7:00 p.m. At public hearings, no final decisions may be made or action taken by the Council.

F. Public Forums

Public forums are to provide the public an opportunity to receive topic specific information and provide input and testimony. Public forums will be held in City Hall or such other locations as may be determined by the Council.

G. Emergency Meetings

Emergency meetings are special meetings called on less than twenty-four (24) hours' notice. The Council will declare the emergency and the minutes of the meeting will describe the emergency justifying less than twenty-four (24) hours' notice. The City will take appropriate steps to notify the media and other interested persons to inform them of the meeting. Notice will be by electronic mail.

H. Executive Sessions

All executive sessions of the Council shall be called and conducted in accordance with the Oregon Public Meetings Law. No executive session may be held for the purpose of taking any final action or making any final decision. Final actions and final decisions must be done in open regular meetings of the Council. Executive session attendance shall be determined by the Mayor (as the presiding officer) or the Council.

2. Meeting Place

All Council meetings shall be held in the City Hall or such other location as may be determined by the Council.

3. Quorum

A majority of members of the Council shall constitute a quorum for its business, but a smaller number may meet and compel the attendance of absent members in a manner provided by ordinance or these rules.

4. Attendance

The Mayor and Councilors are expected to attend all Council meetings and work sessions. The City Charter provides that the position of Mayor or a Council member becomes vacant upon an incumbent's unexcused absence from the City for 30 days without the consent of the Council or upon their absence from meetings of the Council for 60 days without like consent, and upon a declaration by the Council of the vacancy. Excused absences from Council meetings and work sessions may be granted on a case-by-case basis.

A Councilor who is unavailable in person may participate in work sessions, regular meetings, and any other Council meeting by Zoom or conference phone.

5. Ordinances

Every ordinance shall be enacted in accord with Chapter IV of the St. Helens City Charter. The enacting clause of all ordinances shall be “The City of St. Helens ordains as follows:”. Except as the following paragraphs provide to the contrary, every ordinance title shall, before being put upon its final passage, be read fully and distinctly in open Council meeting on two different days.

Except as the following paragraph provides to the contrary, an ordinance may be enacted at a single meeting of the Council by unanimous vote of all Council members present, upon being read first in full and then by title.

Any of the readings may be by title only if no Council member present at the meeting requests to have the ordinance read in full or if a copy of the ordinance is provided for each Council member and a copy is provided for public inspection in the office of the City Recorder not later than one week before the first reading of the ordinance and if notice of their availability is given forthwith upon the filing, by written notice posted at City Hall, on the City’s website, and two other public places in the City or by advertisement in a newspaper of general circulation in the City. An ordinance enacted after being read by title alone may have no legal effect if it differs substantially from its terms as it was thus filed prior to such reading, unless each section incorporating such a difference is read fully and distinctly in an open Council meeting as finally amended prior to being approved by the Council.

Upon final vote on an ordinance, the ayes and nays of the members shall be taken and entered in the record of proceedings.

Upon the enactment of an ordinance the City Recorder shall sign it with the date of its passage and their name and title of office, and within three (3) days thereafter the Mayor shall sign it with the date of their signature, name, and title of office.

An ordinance enacted by the Council shall take effect on the thirtieth (30th) day after its enactment. When the Council deems it advisable, however, an ordinance may provide a later time for it to take effect, and in case of an emergency, it may take effect immediately.

6. Resolutions

Every resolution shall be enacted in accord with Chapter V of the St. Helens City Charter. The enacting clause of all resolutions shall be “The City of St. Helens resolves as follows:”.

A resolution or any other Council administrative decision requires approval of the Council. Any substantive amendment must be read aloud or made available in writing to the public prior to adoption. After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.

A resolution enacted by the Council shall take effect immediately upon enactment unless otherwise noted in the resolution.

7. Procedures

The conduct of all meetings of the Council or of any committee appointed by it shall be governed by the City charter, City code, and these operating rules and procedures.

8. Voting

Except as the Charter otherwise provides, the affirmative vote of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council. The voting on all ordinances or resolutions shall be by roll call vote and recorded in the minutes showing those members voting for and those voting against.

9. Decorum

The presiding officer of the Council shall be responsible for ensuring that order and decorum are maintained during all meetings of the Council and shall be responsible for assigning to the Sergeant-at-Arms their duties and station. The Chief of Police, or such member of the Police Department as they shall designate, shall be Sergeant-at-Arms of the Council. They shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order, decorum and to enforce the rules of conduct as directed by the presiding officer.

10. Presiding Officer

Mayor – The Mayor shall preside over Council deliberations and will serve as the political head of the government. They shall have a vote on all questions before the Council. They shall have authority to preserve order, enforce the rules of the Council, and determine the order of business under the rules of the Council. With the consent of the Council, and following the procedures of the Council, the Mayor appoints members of the committees, boards, and commissions established by ordinance or resolution.

Council President – At its first meeting of each odd-numbered year, the Council by written ballot shall elect a president from its membership. In the Mayor's absence from a Council meeting, the President shall preside over it. Whenever the Mayor is unable to perform the functions of their office, the President shall act as Mayor.

In the absence of the Mayor and the President, if a quorum of the Council is present, the senior member of the Council shall preside over the meeting as President Pro-Tem. If there is no one senior member of the Council, Council shall choose, by vote, a President Pro-Tem to preside at that meeting.

The Council President or the Council President Pro-Tem, while serving as presiding officer, may propose motions and debate from the chair, subject only to the limitations of debate as are imposed on all members and shall not be deprived of any of the rights and privileges of a councilor by reason of acting as presiding officer.

11. Record of Proceedings

The Council shall cause a record of its proceedings to be kept. Upon the request of any of its members, the ayes and nays upon any question before it shall be taken and entered in the record.

No action by the Council shall have legal effect unless the motion for the action and the vote by which it is disposed of take place at proceedings open to the public.

12. Order of Business

Matters to be considered by the Council at its meetings shall be placed on an agenda to be prepared by the City Administrator and/or their designee, typically the City Recorder, for the following materials:

- All items considered by the Council from work sessions that require official action of the Council. Work session agenda items will normally be considered at the next regular meeting.
- All items directed by the Mayor or a member of the Council to be listed on the agenda. The Mayor or presiding officer will be notified of agenda items requested by a Council member.
- All items deemed appropriate by the City Administrator.
- All items which are required by law to be presented to the Council.
- The Council may also consider any other item, proposed by the Mayor, a member of the Council, or the City Administrator, not included on the written agenda.
- Items appearing on the Council agenda may be assigned a time limit by the Mayor or presiding officer. The Mayor or Council may extend the time limit until an issue or item is discussed and resolved.
- Correspondence, petitions, or other written material that concerns items that are or may be on the agenda may be submitted to the City Administrator's Office at any time but may only appear on the agenda if received by 12:00 p.m. the Wednesday preceding the intended Council meeting. The City Administrator may hold agenda items to have an appropriate study made of the issue, question, or request. Any material

submitted without the author's name and address will not be put on the Council agenda. Substantive matters arising under "Visitor Comments" will be referred to the City Administrator for study.

13. Agendas and Supportive Material

The City Administrator, typically through the City Recorder, shall provide copies of public records to any person so requesting that material, in compliance with the Oregon Revised Statutes, Public Records Law. A fee for copies may be charged based upon the cost of copying plus a reasonable administrative fee based on actual cost, which fees shall be adopted by Council resolution.

Copies of the supportive agenda material will be available to the media, and upon request, to members of the public at the time distributed to the Council, except for those items exempt from disclosure under the Public Records Law.

14. Appointing Committees

All committees, boards, and commissions shall be created by the Council through the adoption of an ordinance or resolution. After the committees have been formally announced they cannot be changed except at a regular meeting of the Council. Appointments to committees shall be made as an agenda item at a regular meeting of the Council.

15. Council Liaisons

The Mayor, or the presiding officer in the Mayor's absence, will appoint Council members liaison appointments to City departments, programs, or boards and commissions. Liaisons will act as a communication link to the Council and will keep the Council informed of their department's activities.

SECTION IV – CONDUCT AT MEETINGS

1. The Council will be clear and simple in its procedures and consideration of matters coming before it.
2. Any Council member or the Mayor may present main motions on business to come before the Council.
3. It is the policy of the Council to ensure an informed public, aware of the deliberations and decisions of the body and of the information upon which decisions were made. It is the policy of the Council that those decisions be arrived at openly. The Mayor and Council are encouraged to explain their rationale for votes during Council meetings.
4. Public Debate and Testimony:
 - Members of the public have no right to speak or address the Council at a Council meeting unless recognized by the presiding officer.
 - Time for testimony by members of the audience at public hearings or any Council meeting at which the public is invited or allowed to address the Council may be limited for each speaker and for each subject by the presiding officer or by majority vote of the Council.
 - Unless otherwise directed, persons addressing the Council shall limit their remarks to three (3) minutes.
 - A person may request additional time subject to approval of the presiding officer.
 - Questions and discussions by audience members shall be directed to the presiding officer.
 - Directed discussion between members of the audience and Council members or City employees shall be permitted only at the discretion of the presiding officer.
 - Public testimony at regular sessions and work sessions, except at public hearings, shall be under the agenda item, "Visitor Comments" unless specifically permitted by the presiding officer.

- All persons addressing the Council shall do so from the designated location after first having clearly stated their name for the record. When speaking at public hearings, persons shall confine their comments to the issue under consideration.

5. Identification of Fiscal Impact of Policy Decisions

At such time as the Council adopts a new program or policy with significant revenue implications, it shall offer clear direction to City staff and to the Budget Committee as to how the program or policy is to be funded. When the City Council adopts such a new program or policy or significantly modifies an existing program or policy, it shall indicate how it expects that program or policy to be funded; e.g., which existing taxes or fees the Council expects to increase and by how much, or which current City programs or department expenditures the Council expects to reduce to fund the new program or policy. However, if the Council cannot reasonably identify a potential funding source, it shall so indicate.

6. Reconsidering a Vote

A motion to reconsider a vote can be made only once and at the session at which the motion or matter was adopted, or at the next meeting of the Council, provided that no vote to reconsider shall be made after the ordinance, resolution, or act has taken effect.

7. Miscellaneous Provisions

- Members of the Council requesting a legal opinion of the City Attorney may do so directly during a meeting or if the Mayor is aware of the inquiry. A Council member desiring to contact the City Attorney will normally contact the City Administrator to ascertain if the question has previously been posed to the Attorney and/or if staff has researched and can address the issue.
- Authorization is needed from the presiding officer or majority of Council to take a reimbursable trip and incur expenses on City-related business. The following expenditure categories qualify for reimbursement under the above procedure:
 - Reasonable out-of-town travel expenses including mileage, meals, and lodging.
 - Additional cellular phone costs related to calls made regarding City business.

Expense reimbursement forms for expenses incurred for authorized purposes are available through the City Recorder. Receipts or other types of documentation are required for all items. The Mayor will review and approve expense claims submitted by Council members. The Council President will review and approve expenditures made by the Mayor.

- The Mayor or Council member shall also clarify what, if any, official capacity they are representing when speaking to the press.
- Normally, the City Administrator or their designee shall act as the City ombudsman for City business and affairs.

City of St. Helens
RESOLUTION NO. 1965

**A RESOLUTION ESTABLISHING DROP BOX RATES
AND SUPERSEDING RESOLUTION NO. 1933**

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 273.097, up from 261.706 in July of 2021, which was an annual change of 4.353%; 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, 2022.

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

Section 1. Effective October 1, 2022, 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	\$152.59
30 yards	\$152.59
20 yards	\$144.95
10 yards	\$138.05

COMPACTED PICK-UP, DELIVERY AND DISPOSAL FEES

<u>Box Size</u>	<u>Fees</u>
30 yards	\$290.64 plus 7% franchise fee plus \$100.97 disposal fee per ton

MISCELLANEOUS FEES

Rental per day – all sizes	\$ 4.63
Rental per month – all sizes	\$ 92.99
Mileage – all sizes	\$ 1.82
Disposal fee per ton	\$ 100.97

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

Section 2. Resolution No. 1933 is hereby superseded by this Resolution.

Approved and adopted by the City Council on September 7, 2022, by the following vote:

Ayes:


Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

COUNCIL ACTION SHEET

To:	The Mayor and Members of City Council	
From:	Mouhamad Zaher, Public Works Director	
Date:	September 7, 2022	
Subject:	S 1st Street - Strand Street Road and Utilities Extension (Project No. P-525) and the, 1st Street - St. Helens Street Intersection Improvements (Project No. R-685)	

Background: In 2018, the City kicked off a grant-funded transportation study called the “Riverfront Connector Plan” which set the framework for a cohesive, multi-modal transportation loop from Highway 30 to the Riverfront District and along the waterfront. The aim of the Riverfront plan is to provide a cohesive, multi-modal, and inviting loop through the City’s downtown, along the waterfront, and connecting to US 30 and provide safe and convenient access through these area for vehicles, bicycles, and pedestrians.

The first phase of the Riverfront Connector Plan is the S 1st Street – Strand Street Road and Utilities Extension project which will extend S 1st Street from Cowlitz Street south to Plymouth Street and provide multiple mid-block crossings to allow for pedestrian and bicycle crossings, extend Strand Street south and west from Columbia View Park to intersect S 1st Street opposite the Tualatin pedestrian stairway. The project includes new utility extensions for water, sewer, and storm, and intersection improvements at S 1st Street and Cowlitz Street, Cowlitz Street and Strand Street, S 1st Street and St. Helens St, and S 1st Street and Strand Street.

The S 1st Street - Strand Street Road and Utilities Extension and the 1st Street - St. Helens Street Intersection Improvements are separate projects; however, because of the proximity of the proposed work, the projects were bid together with the intention of awarding both projects simultaneously to one contractor.

Work under the **S. 1st and Strand Street Road and Utilities Extension, Project No. 525** will include street construction of S. 1st Street from Tualatin Street to Cowlitz Street, all Cowlitz Street improvements, and Strand Street from its existing southern terminus to the Courthouse, construction of new pump station, the pathway along the bluff (including lighting and landscaping), and two water quality swale facilities. Storm drain improvements within the street improvements described above, storm main construction within S. 1st Street (from Plymouth to Tualatin Street), Tualatin Street, and Strand Street (from Tualatin Street to existing southern terminus of Strand Street). Sewer construction includes the force main connection between the pump station and wastewater treatment plant with all the gravity sewer construction shown on the plans. Water line improvements within the street improvements and between Tualatin Street and Plymouth. This project also includes an additional phase which includes street construction of Tualatin Street, Street A, and Strand Street (from Tualatin Street to the existing southern terminus of Strand Street), including furnishings, lighting, and landscaping within the limits of Add 1. Construction of the waterline extension between the end of existing Strand Street and the intersection of

COUNCIL ACTION SHEET

S. 1st Street and Tualatin Street. Stormwater construction includes catch basins for new street construction of Strand Street and Tualatin Street as well as Street A.

Work under the **S. 1st Street at St. Helens Street Intersection Improvements , Project No. R-685** includes a complete rebuild of the existing asphalt intersection into a concrete intersection, with curb extensions, stormwater planters, site furnishings, and etc..

The S 1st Street - Strand Street Road and Utilities Extension and the 1st Street - St. Helens Street Intersection Improvements projects were advertised for bid in the DJC (Daily Journal of Commerce) on June 29, 2022. The following bids were received and opened at 2:00 PM, August 18, 2022, in the Columbia Room in City Hall.

FIRM	LOCATION	COMBINED BID AMOUNT FOR BOTH PROJECTS
Moore Excavation Inc.	Fairview, OR	\$15,663,733.45
Kerr Contractors Oregon LLC	Woodburn, OR	\$17,229,991.00
TFT Construction Inc.	Scappoose, OR	\$15,903,111.00

The combined project estimate was \$14M to \$14.5M and will be funded through a Business Oregon Loan and System Development Charge funds.

Recommendation: Council award the contracts for the S 1st Street - Strand Street Road and Utilities Extension (P-525) and the 1st Street - St. Helens Street Intersection Improvements (R-685) to Moore Excavation, Inc. as the lowest responsive bidder and authorize the Mayor to execute Standard Public Improvement Contracts for both projects. Contracts will be for the amount specified in the firm's bid, plus standard contingency.

Attachment: Bidder's Spreadsheet and Tabulation of Bids



CITY OF ST. HELENS, 265 STRAND STREET, ST. HELENS OREGON 97051 | 503.397.6272 | WWW.STHELENSOREGON.GOV

UNOFFICIAL BID RESULTS

PROJECT NAME: **S 1ST STREET - STRAND STREET ROAD AND UTILITIES EXTENSION, AND S 1ST STREET - ST. HELENS STREET INTERSECTION IMPROVEMENTS**

BID OPENING: **2:00 P.M., Thursday, August 18, 2022**

BID OPENING WITNESSED BY: **John Walsh, Sharon Darroux, Mouhamad Zaher, Tim Underwood, Alexander Bird**

ARE BIDS LISTED IN THE ORDER OPENED? **YES**

PROJECT NO. **P-525 AND R-685**

ENGINEER'S ESTIMATE: **\$14M to 14.5M**

S 1ST STREET - STRAND STREET ROAD AND UTILITIES EXTENSION, P-525							S 1ST STREET - ST. HELENS STREET INTERSECTION IMPROVEMENTS, R-685				COMBINED BID AMOUNT
Contractor's Name and Address	10% Bid Bond or Check Enclosed	Bid Signed	Addendum(s) #1A, #1B, & 2 Acknowledged	Base Bid Amount	Add 1 Bid Amount	Base + Add 1 Bid Amount	10% Bid Bond or Check Enclosed	Bid Signed	Addendum(s) Acknowledged	Bid Amount	
Moore Excavation Inc. PO Box 789 Fairview, OR 97024	YES	YES	YES	\$12,291,902.25	\$2,362,925.20	\$14,654,827.45	YES	YES	YES	\$1,008,906.00 (See Note 1)	\$15,663,733.45
Kerr Contractors Oregon LLC PO Box 1060 Woodburn, OR 97071	YES	YES	YES	\$13,986,743.00	\$2,283,758.00	\$16,270,501.00	YES	YES	YES	\$959,490.00	\$17,229,991.00
TFT Construction Inc. 53990 W Lane Road Scappoose, OR 97123	YES	YES	YES	\$12,493,833.00	\$2,628,860.00 (See Note 3)	\$15,122,693.00	NO	NO	NO	\$780,418.00	\$15,903,111.00 (See Note 2)

RECOMMENDATION (APPARENT RESPONSIVE LOW BIDDER): Moore Excavation Inc.

- Note 1: Total Price different than submitted bid due to hand calculations not accounting for rounded quantity values. Refer to R-685 Bidders Tabulation.
- Note 2: Combined Bid Amount was corrected to include all bid schedules. TFT's submitted bid did not include Project R-685 in the Combined Bid Amount. TFT's Bid was disqualified because no bid bond was included for the S 1st Street - St Helens Street Intersection Improvements, R-685 Project. Bid was not signed, Addendums were not acknowledged, and No First Tier Subcontractor Form Submitted for the R-685 Project.
- Note 3: Bid was adjusted due to rounding discrepancy. Refer to P-525 Bidders Tabulation.

SCHEDULE OF PRICES						
<div><div>Otak</div><div>S 1ST STREET AND STRAND STREET ROAD AND UTILITIES EXTENSION</div><div>PROJECT NO. P-525</div><div>Bidders Tabulation</div></div>						
	Engineers Estimate (w/o contingency)		Kerr	Moore Excavation		TFT
Base Bid	\$ 11,185,883.18	\$	13,986,743.00	\$ 12,291,902.25	\$	12,493,833.00
Add 1 Bid	\$ 2,155,109.18	\$	2,283,758.00	\$ 2,362,925.20	\$	2,628,860.00
Totals	\$ 13,340,992.36	\$	16,270,501.00	\$ 14,654,827.45	\$	15,122,693.00
Bid was adjusted due to rounding discrepancy. See Add 1 Bid Tab						



SCHEDULE OF PRICES

S 1ST STREET AND STRAND STREET ROAD AND UTILITIES EXTENSION

PROJECT NO. P-525

ADDENDUM NO. 2

BASE BID SCHEDULE

St. Helens: S. 1st/Strand Streets

		KIND OF WORK Roadway, Earthwork, Structures, Drainage, Planting, Illumination		DATE 8/5/22	Engineer's Estimate		Kerr Construction		Moore Excavation		TFT	
ITEM #	SPEC SECTION	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	MOBILIZATION AND TRAFFIC CONTROL											
1.	0210-0100000A	MOBILIZATION	LS	1	10%	\$1,000,989.38	\$1,350,000.00	\$1,350,000.00	\$920,000.00	\$920,000.00	\$600,660.15	\$600,660.15
2.	0221-0100000A	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	\$150,000.00	\$150,000.00	\$600,000.00	\$600,000.00	\$150,000.00	\$150,000.00	\$125,000.00	\$125,000.00
3.	0223-0168000T	FLAGGERS	HOURL	500	\$50.00	\$25,000.00	\$75.00	\$37,500.00	\$70.00	\$35,000.00	\$85.00	\$42,500.00
	EROSION AND SEDIMENT CONTROL											
4.	0280-0100000A	EROSION CONTROL	LS	1	\$20,000.00	\$20,000.00	\$350,000.00	\$350,000.00	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00
5.	0280-0101000J	PLASTIC SHEETING	SQYD	2250	\$10.00	\$22,500.00	\$3.00	\$6,750.00	\$2.50	\$5,625.00	\$3.50	\$7,875.00
6.	0280-0104020R	TEMPORARY MULCHING, STRAW	ACRE	1.0	\$15,000.00	\$15,000.00	\$2,800.00	\$2,800.00	\$5,800.00	\$5,800.00	\$2,800.00	\$2,800.00
7.	0280-0105050J	MATting, TYPE E	SQYD	1320	\$8.00	\$10,560.00	\$6.00	\$7,920.00	\$8.00	\$10,560.00	\$6.80	\$8,976.00
8.	0280-0106010E	CHECK DAM, TYPE 1	EACH	4	\$200.00	\$800.00	\$250.00	\$1,000.00	\$110.00	\$440.00	\$165.00	\$660.00
9.	0280-0110010E	CONSTRUCTION ENTRANCE, TYPE 1	EACH	3	\$3,000.00	\$9,000.00	\$3,500.00	\$10,500.00	\$7,500.00	\$22,500.00	\$2,995.00	\$8,985.00
10.	0280-0112500E	CONCRETE WASHOUT FACILITY	EACH	1	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$2,750.00	\$2,750.00
11.	0280-0113000F	SEDIMENT FENCE	FOOT	1556	\$3.00	\$4,668.00	\$6.00	\$9,336.00	\$4.00	\$6,224.00	\$4.50	\$7,002.00
12.	0280-0114030E	ORANGE CONSTRUCTION FENCE	FOOT	3723	\$5.00	\$18,615.00	\$7.00	\$26,061.00	\$5.00	\$18,615.00	\$5.50	\$20,476.50
13.	0280-0115030F	SEDIMENT BARRIER, TYPE 3	FOOT	4390	\$5.00	\$21,950.00	\$8.00	\$35,120.00	\$5.00	\$21,950.00	\$4.80	\$21,072.00
14.	0280-0114040E	INLET PROTECTION, TYPE 4	EACH	38	\$80.00	\$3,040.00	\$150.00	\$5,700.00	\$110.00	\$4,180.00	\$300.00	\$11,400.00
	ENVIRONMENTAL PROTECTION											
15.	0290-0100000A	POLLUTION CONTROL PLAN	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
16.	0294-0100000A	HEALTH AND SAFETY PLAN	LS	1	\$2,500.00	\$2,500.00	\$20,000.00	\$20,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
17.	0294-0200010M	CONTAMINATED SOIL DISPOSAL	TON	2169	\$70.00	\$151,830.00	\$86.00	\$186,534.00	\$85.00	\$184,365.00	\$150.00	\$325,350.00
18.	0294-0500000A	LEAD COMPLIANCE PLAN	LS	1	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$3,200.00	\$3,200.00	\$7,500.00	\$7,500.00
19.	0294-0600000A	SEGREGATE AND STOCKPILE CONTAMINATED SOIL	LS	1	\$15,000.00	\$15,000.00	\$100,000.00	\$100,000.00	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00
20.	0294-0700000E	SOIL SAMPLE COLLECTION AND ANALYTICAL TESTING	EACH	91	\$500.00	\$45,500.00	\$600.00	\$54,600.00	\$650.00	\$59,150.00	\$1,200.00	\$109,200.00
21.	0294-0300000A	CONTAMINATED GROUNDWATER MOBILIZATION	LS	1	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00
22.	0294-0400000P	CONTAMINATED GROUNDWATER REMOVAL	GAL	50000	\$6.00	\$300,000.00	\$2.00	\$100,000.00	\$0.50	\$25,000.00	\$8.50	\$425,000.00
	CONSTRUCTION SURVEY WORK											
23.	0305-0100000A	CONSTRUCTION SURVEY WORK	LS	1	\$150,000.00	\$150,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$78,125.00	\$78,125.00
24.	0305-0100000Z	CONSTRUCTION AS-BUILT SURVEY	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
	REMOVAL OF STRUCTURES AND OBSTRUCTIONS											
25.	0310-0106000A	REMOVAL OF CONCRETE PLANTERS	LS	1	\$2,500.00	\$2,500.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
26.	0310-0103000J	REMOVAL OF SURFACINGS	SQYD	18490	\$15.00	\$277,350.00	\$6.00	\$110,940.00	\$9.00	\$166,410.00	\$4.50	\$83,205.00
27.	0310-0100000F	REMOVAL OF PIPES	FOOT	439	\$30.00	\$13,170.00	\$12.00	\$5,268.00	\$55.00	\$24,145.00	\$65.00	\$28,535.00
28.	0310-0101000F	REMOVAL OF CURBS	FOOT	1587	\$5.00	\$7,935.00	\$7.00	\$11,109.00	\$8.00	\$12,696.00	\$8.00	\$12,696.00
29.	0310-0101000F	REMOVAL OF MANHOLES	EACH	1	\$3,600.00	\$3,600.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
30.	0310-0102000J	REMOVAL OF WALKS AND DRIVEWAYS	SQYD	1349	\$25.00	\$33,725.00	\$8.00	\$10,792.00	\$14.00	\$18,886.00	\$70.00	\$94,430.00
31.	0310-0104000E	REMOVAL OF INLETS	EACH	11	\$550.00	\$6,050.00	\$500.00	\$5,500.00	\$700.00	\$7,700.00	\$1,500.00	\$16,500.00
32.	0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$3,000.00	\$3,000.00	\$300,000.00	\$300,000.00	\$200,000.00	\$200,000.00	\$12,500.00	\$12,500.00



SCHEDULE OF PRICES

S 1ST STREET AND STRAND STREET ROAD AND UTILITIES EXTENSION
PROJECT NO. P-525

ADDENDUM NO. 2

BASE BID SCHEDULE

St. Helens: S. 1st/Strand Streets

ITEM #	SPEC SECTION	KIND OF WORK Roadway, Earthwork, Structures, Drainage, Planting, Illumination	UNIT	DATE 8/5/22	Engineer's Estimate		Kerr Construction		Moore Excavation		TFT	
					AMOUNT	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
33.	0310-0112000A	REMOVAL OF FENCES	FOOT	983	\$2.00	\$1,966.00	\$12.00	\$11,796.00	\$7.00	\$6,881.00	\$10.00	\$9,830.00
34.	0310-0119000F	ASPHALT PAVEMENT SAW CUTTING	FOOT	3075	\$2.00	\$6,150.00	\$5.00	\$15,375.00	\$4.50	\$13,837.50	\$4.00	\$12,300.00
35.		REMOVAL OF WWTP JUNCTION STRUCTURE SLIDEGATE	LS	1	\$600.00	\$600.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
36.		DECOMMISSION LIFT STATION	LS	1	\$60,000.00	\$60,000.00	\$100,000.00	\$100,000.00	\$65,000.00	\$65,000.00	\$35,000.00	\$35,000.00
CLEARING AND GRUBBING												
37.	0320-0100000A	CLEARING AND GRUBBING	AC	2.85	\$2,500.00	\$7,125.00	\$200,000.00	\$570,000.00	\$7,000.00	\$19,950.00	\$7,500.00	\$21,375.00
EARTHWORK												
38.	0330-0105000K	GENERAL EXCAVATION	CUYD	3859	\$25.00	\$96,475.00	\$60.00	\$231,540.00	\$70.00	\$270,130.00	\$35.00	\$135,065.00
GEOSYNTHETIC INSTALLATION												
39.	0350-0105000J	SUBGRADE GEOTEXTILE	SQYD	4982	\$1.50	\$7,473.00	\$2.00	\$9,964.00	\$1.25	\$6,227.50	\$2.00	\$9,964.00
40.	350	IMPERMEABLE LINER	SQYD	240	\$40.00	\$9,600.00	\$10.00	\$2,400.00	\$30.00	\$7,200.00	\$20.00	\$4,800.00
RIRAP PROTECTION												
41.	0390-0105000K	LOOSE RIPRAP, CLASS 50	CUYD	4	\$150.00	\$600.00	\$350.00	\$1,400.00	\$450.00	\$1,800.00	\$250.00	\$1,000.00
42.	0390-0111000K	LOOSE RIPRAP, CLASS 200	CUYD	9	\$160.00	\$1,440.00	\$400.00	\$3,600.00	\$450.00	\$4,050.00	\$500.00	\$4,500.00
SANITARY, STORM, CULVERT PIPE												
43.	0405-0100000K	ROCK EXCAVATION	CUYD	1152	\$200.00	\$230,400.00	\$250.00	\$288,000.00	\$200.00	\$230,400.00	\$250.00	\$288,000.00
44.	0415-0100000F	MAINLINE VIDEO INSPECTION	FOOT	7044	\$5.00	\$35,220.00	\$20.00	\$140,880.00	\$4.00	\$28,176.00	\$5.00	\$35,220.00
46.	0445-030008BF	8 INCH SANITARY SEWER PIPE, 10 FT DEPTH	FOOT	365	\$228.00	\$83,220.00	\$175.00	\$63,875.00	\$175.00	\$63,875.00	\$100.00	\$36,500.00
47.	0445-030008CF	8 INCH SANITARY SEWER PIPE, 20 FT DEPTH	FOOT	293	\$270.00	\$79,110.00	\$240.00	\$70,320.00	\$250.00	\$73,250.00	\$350.00	\$102,550.00
48.	0445-030010AF	8 INCH SANITARY SEWER FORCE MAIN, 5 FT DEPTH	FOOT	773	\$240.00	\$185,520.00	\$122.00	\$94,306.00	\$180.00	\$139,140.00	\$80.00	\$61,840.00
49.	0445-030010BF	8 INCH SANITARY SEWER FORCE MAIN, 10 FT DEPTH	FOOT	202	\$264.00	\$53,328.00	\$181.00	\$36,562.00	\$200.00	\$40,400.00	\$120.00	\$24,240.00
50.	0445-030010BF	12 INCH SANITARY SEWER PIPE, 10 FT DEPTH	FOOT	143	\$330.00	\$47,190.00	\$190.00	\$27,170.00	\$275.00	\$39,325.00	\$140.00	\$20,020.00
51.	0445-030010CF	12 INCH SANITARY SEWER PIPE, 20 FT DEPTH	FOOT	1717	\$360.00	\$618,120.00	\$260.00	\$446,420.00	\$230.00	\$394,910.00	\$400.00	\$686,800.00
52.	0445-035006AF	6 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	20	\$110.00	\$2,200.00	\$122.00	\$2,440.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00
53.	0445-035006BF	6 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	137	\$120.00	\$16,440.00	\$161.00	\$22,057.00	\$175.00	\$23,975.00	\$100.00	\$13,700.00
54.	0445-035010AF	10 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	64	\$130.00	\$8,320.00	\$133.00	\$8,512.00	\$160.00	\$10,240.00	\$150.00	\$9,600.00
55.	0445-035010BF	10 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	108	\$150.00	\$16,200.00	\$171.00	\$18,468.00	\$200.00	\$21,600.00	\$140.00	\$15,120.00
56.	0445-035012AF	12 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	553	\$165.00	\$91,245.00	\$134.00	\$74,102.00	\$135.00	\$74,655.00	\$120.00	\$66,360.00
58.	0445-035015AF	15 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	634	\$180.00	\$114,120.00	\$140.00	\$88,760.00	\$120.00	\$76,080.00	\$130.00	\$82,420.00
59.	0445-035015BF	15 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	724	\$240.00	\$173,760.00	\$170.00	\$123,080.00	\$160.00	\$115,840.00	\$160.00	\$115,840.00
60.	0445-035018AF	18 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	10	\$190.00	\$1,900.00	\$180.00	\$1,800.00	\$275.00	\$2,750.00	\$200.00	\$2,000.00
61.	0445-035018BF	18 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	703	\$300.00	\$210,900.00	\$250.00	\$175,750.00	\$215.00	\$151,145.00	\$200.00	\$140,600.00
62.	0445-035024BF	24 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	386	\$360.00	\$138,960.00	\$320.00	\$123,520.00	\$275.00	\$106,150.00	\$250.00	\$96,500.00
63.	0445-060008AF	8 INCH DUCTILE IRON PIPE, 5 FT DEPTH	FOOT	27	\$160.00	\$4,320.00	\$164.00	\$4,428.00	\$300.00	\$8,100.00	\$200.00	\$5,400.00
64.	0445-060010AF	10 INCH DUCTILE IRON PIPE, 5 FT DEPTH	FOOT	319	\$170.00	\$54,230.00	\$174.00	\$55,506.00	\$220.00	\$70,180.00	\$160.00	\$51,040.00
65.	0445-060015AF	15 INCH DUCTILE IRON PIPE, 5 FT DEPTH	FOOT	52	\$215.00	\$11,180.00	\$228.00	\$11,856.00	\$300.00	\$15,600.00	\$200.00	\$10,400.00



SCHEDULE OF PRICES

S 1ST STREET AND STRAND STREET ROAD AND UTILITIES EXTENSION
PROJECT NO. P-525

Item #5.

ADDENDUM NO. 2

BASE BID SCHEDULE

St. Helens: S. 1st/Strand Streets

		KIND OF WORK Roadway, Earthwork, Structures, Drainage, Planting, Illumination		DATE 8/5/22	Engineer's Estimate		Kerr Construction		Moore Excavation		TFT	
ITEM #	SPEC SECTION	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
66.	0445-060018AF	18 INCH DUCTILE IRON PIPE, 5 FT DEPTH	FOOT	57	\$320.00	\$18,240.00	\$260.00	\$14,820.00	\$325.00	\$18,525.00	\$300.00	\$17,100.00
67.	0445-060018AF	18 INCH DUCTILE IRON PIPE, 10 FT DEPTH	FOOT	66	\$360.00	\$23,760.00	\$320.00	\$21,120.00	\$315.00	\$20,790.00	\$350.00	\$23,100.00
68.	0445-0650000E	PIPE TEES, 6 INCH	EACH	1	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$2,000.00	\$2,000.00	\$1,340.00	\$1,340.00
69.	0445-0650000E	PIPE TEES, 8 INCH	EACH	2	\$1,200.00	\$2,400.00	\$400.00	\$800.00	\$2,000.00	\$4,000.00	\$695.00	\$1,390.00
70.	0445-0650000E	PIPE TEES, 12 INCH	EACH	1	\$1,800.00	\$1,800.00	\$500.00	\$500.00	\$2,400.00	\$2,400.00	\$920.00	\$920.00
71.	0445-SP	2-INCH CONDUIT	FOOT	4355	\$15.00	\$65,325.00	\$10.00	\$43,550.00	\$7.00	\$30,485.00	\$8.00	\$34,840.00
72.	0445-SP	3-INCH CONDUIT	FOOT	8477	\$20.00	\$169,540.00	\$15.00	\$127,155.00	\$10.00	\$84,770.00	\$14.00	\$118,678.00
73.	0445-SP	FRANCHISE UTILITY TRENCH	FOOT	4812	\$20.00	\$96,240.00	\$60.00	\$288,720.00	\$85.00	\$409,020.00	\$35.00	\$168,420.00
	MANHOLES, CATCH BASINS, INLETS, AND VAULTS											
74.	0470-0100000E	CONCRETE SANITARY SEWER MANHOLES	EACH	15	\$10,200.00	\$153,000.00	\$8,000.00	\$120,000.00	\$10,000.00	\$150,000.00	\$6,500.00	\$97,500.00
75.	0470-0101000E	CONCRETE STORM SEWER MANHOLES	EACH	18	\$7,500.00	\$135,000.00	\$7,200.00	\$129,600.00	\$8,500.00	\$153,000.00	\$6,000.00	\$108,000.00
76.	0470-0104000E	CONCRETE MANHOLES, STORM SEWER POLLUTION CONTROL	EACH	2	\$11,000.00	\$22,000.00	\$12,000.00	\$24,000.00	\$25,000.00	\$50,000.00	\$10,000.00	\$20,000.00
77.	0470-0105000E	CONCRETE MANHOLES, SHALLOW (FLAT TOP)	EACH	17	\$7,000.00	\$119,000.00	\$6,000.00	\$102,000.00	\$8,000.00	\$136,000.00	\$5,500.00	\$93,500.00
78.	0470-0311000E	CONCRETE INLETS, TYPE D	EACH	2	\$2,700.00	\$5,400.00	\$2,200.00	\$4,400.00	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00
79.	0470-0315000E	CONCRETE INLETS, TYPE G-2 (20"X24" CATCH BASIN)	EACH	21	\$2,200.00	\$46,200.00	\$2,600.00	\$54,600.00	\$3,400.00	\$71,400.00	\$3,400.00	\$71,400.00
80.	0470-SP	575-CRPUD Vaults (UV SWITCH 3P)	EACH	8	\$10,000.00	\$80,000.00	\$7,600.00	\$60,800.00	\$9,000.00	\$72,000.00	\$6,200.00	\$49,600.00
81.	0470-SP	1730 CONCRETE HAND HOLE	EACH	3	\$2,500.00	\$7,500.00	\$600.00	\$1,800.00	\$1,700.00	\$5,100.00	\$1,400.00	\$4,200.00
82.	0470-SP	UV TRANS APARA (UT 1-PH BANK)	EACH	3	\$8,000.00	\$24,000.00	\$800.00	\$2,400.00	\$7,500.00	\$22,500.00	\$4,740.00	\$14,220.00
83.	0470-SP	575-PGE VAULT (UT 2-PH BANK)	EACH	1	\$10,000.00	\$10,000.00	\$7,600.00	\$7,600.00	\$8,500.00	\$8,500.00	\$6,200.00	\$6,200.00
84.	0470-SP	PADMOUNT NO. 7272-1542-TRANSPAD PGE (UT 3-PH BANK)	EACH	1	\$14,000.00	\$14,000.00	\$760.00	\$760.00	\$2,200.00	\$2,200.00	\$5,525.00	\$5,525.00
85.		SANITARY PUMP STATION (COMPLETE)	LS	1	\$870,000.00	\$870,000.00	\$1,600,000.00	\$1,600,000.00	\$1,300,000.00	\$1,300,000.00	\$1,676,000.00	\$1,676,000.00
	WORK ON EXISTING SEWERS AND STRUCTURES											
86.	0490-0100000E	ADJUSTING BOXES	EACH	5	\$500.00	\$2,500.00	\$400.00	\$2,000.00	\$150.00	\$750.00	\$500.00	\$2,500.00
87.	0490-0104000E	CONNECTION TO EXISTING STRUCTURES	EACH	8	\$1,600.00	\$12,800.00	\$2,300.00	\$18,400.00	\$3,400.00	\$27,200.00	\$2,500.00	\$20,000.00
88.	0490-0117000E	FILLING ABANDONED STRUCTURES	EACH	1	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00
89.	0490-0120000E	MINOR ADJUSTMENT OF MANHOLES	EACH	6	\$1,200.00	\$7,200.00	\$1,000.00	\$6,000.00	\$1,100.00	\$6,600.00	\$1,200.00	\$7,200.00
90.	0490-0121000E	MAJOR ADJUSTMENT OF MANHOLES	EACH	2	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00	\$2,700.00	\$5,400.00	\$2,200.00	\$4,400.00
91.	0490-0123000E	EXTRA FOR MANHOLES OVER EXISTING SEWERS	EACH	6	\$4,000.00	\$24,000.00	\$3,000.00	\$18,000.00	\$4,500.00	\$27,000.00	\$4,000.00	\$24,000.00
92.	0490-XXXXXXXX	FILLING ABANDONED PIPE	FOOT	799	\$25.00	\$19,975.00	\$16.00	\$12,784.00	\$17.00	\$13,583.00	\$5.00	\$3,995.00
93.	0495-0100000J	TRENCH RESURFACING	SQYD	4337	\$100.00	\$433,700.00	\$60.00	\$260,220.00	\$6.00	\$26,022.00	\$28.00	\$121,436.00
	CAST-IN-PLACE CONCRETE RETAINING WALLS											
94.	0596-B002000A	RETAINING WALL, Sta. 17+82.16 to Sta.18+57.01	LS	1	\$22,200.00	\$22,200.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$13,740.00	\$13,740.00
95.	0596-B002000A	RETAINING WALL, Sta. 18+65.63 to Sta. 19+39.20	LS	1	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$21,999.00	\$21,999.00
	BASES											
96.	0620-0120000J	COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP	SQYD	667	\$4.00	\$2,668.00	\$12.00	\$8,004.00	\$18.00	\$12,006.00	\$8.50	\$5,669.50
97.	0641-0112000M	3/4 INCH - 0 AGGREGATE BASE	TON	1683	\$39.00	\$65,637.00	\$93.00	\$156,519.00	\$54.00	\$90,882.00	\$45.00	\$75,735.00
98.	0641-0117000M	1-1/2 INCH - 0 AGGREGATE BASE	TON	2109	\$45.00	\$94,905.00	\$37.00	\$78,033.00	\$24.00	\$50,616.00	\$42.00	\$88,578.00



SCHEDULE OF PRICES

S 1ST STREET AND STRAND STREET ROAD AND UTILITIES EXTENSION
PROJECT NO. P-525

Item #5.

ADDENDUM NO. 2

BASE BID SCHEDULE

St. Helens: S. 1st/Strand Streets

		KIND OF WORK Roadway, Earthwork, Structures, Drainage, Planting, Illumination		DATE 8/5/22	Engineer's Estimate		Kerr Construction		Moore Excavation		TFT	
ITEM #	SPEC SECTION	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	ASPHALT CONCRETE PAVEMENT											
99.	0730-010000M	EMULSIFIED ASPHALT FOR TACK COAT	TON	2.5	\$300.00	\$750.00	\$1,000.00	\$2,500.00	\$5.00	\$12.50	\$850.00	\$2,125.00
100.	0744-020200M	LEVEL 2, 1/2 INCH ACP MIXTURE	TON	1752	\$140.00	\$245,280.00	\$100.00	\$175,200.00	\$182.00	\$318,864.00	\$87.00	\$152,424.00
101.	0745-062000M	PG 64-22 ASPHALT IN LEVEL 2 ACP	TON	106	\$110.00	\$11,660.00	\$750.00	\$79,500.00	\$5.00	\$530.00	\$850.00	\$90,100.00
102.	0749-0114000J	TEMPORARY ASPHALT WALKS	SQFT	568	\$10.00	\$5,680.00	\$20.00	\$11,360.00	\$10.00	\$5,680.00	\$21.50	\$12,212.00
	CONCRETE PAVEMENT											
103.	0756-0101000J	PLAIN CONCRETE PAVEMENT, UNDOWELED, 6 INCHES THICK	SQYD	1959	\$150.00	\$293,850.00	\$155.00	\$303,645.00	\$150.00	\$293,850.00	\$171.00	\$334,989.00
104.	0756-0111000J	PLAIN CONCRETE PAVEMENT, UNDOWELED, 6 INCHES THICK WITH STEEL REINFORCEMENT	SQYD	237	\$170.00	\$40,290.00	\$163.00	\$38,631.00	\$185.00	\$43,845.00	\$180.30	\$42,731.10
105.	0755-030000E	FLEXIBLE TO RIGID PAVEMENT TRANSITIONS	EACH	18	\$2,050.00	\$36,900.00	\$2,400.00	\$43,200.00	\$3,000.00	\$54,000.00	\$2,632.00	\$47,376.00
	MISC. PORTLAND CEMENT CONCRETE STRUCTURES											
106.	0759-010000F	CONCRETE CURBS	FOOT	615	\$40.00	\$24,600.00	\$36.00	\$22,140.00	\$40.00	\$24,600.00	\$32.20	\$19,803.00
107.	0759-010000F	CONCRETE CURBS, PLANTER CURB	FOOT	526	\$45.00	\$23,670.00	\$82.00	\$43,132.00	\$225.00	\$118,350.00	\$79.50	\$41,817.00
108.	0759-0103000F	CONCRETE CURBS, CURB AND GUTTER	FOOT	2559	\$48.00	\$122,832.00	\$40.00	\$102,360.00	\$45.00	\$115,155.00	\$37.25	\$95,322.75
109.	0759-0127000J	CONCRETE DRIVEWAYS, REINFORCED	SQFT	966	\$25.00	\$24,150.00	\$16.00	\$15,456.00	\$26.00	\$25,116.00	\$18.10	\$17,484.60
110.	0759-0128000J	CONCRETE WALKS	SQFT	40233	\$14.00	\$563,262.00	\$14.00	\$563,262.00	\$14.00	\$563,262.00	\$14.70	\$591,425.10
111.	0759-0138000J	4 INCH CONCRETE SURFACING	SQFT	2140	\$12.00	\$25,680.00	\$14.00	\$29,960.00	\$15.00	\$32,100.00	\$14.70	\$31,458.00
112.	0759-0150000K	CONCRETE STAIRS	SQFT	213	\$120.00	\$25,560.00	\$300.00	\$63,900.00	\$275.00	\$58,575.00	\$312.00	\$66,456.00
113.	0759-0154100E	EXTRA FOR NEW CURB RAMPS	EACH	19	\$1,000.00	\$19,000.00	\$1,400.00	\$26,600.00	\$2,200.00	\$41,800.00	\$1,587.00	\$30,153.00
114.	0759-0510000J	TRUNCATED DOMES ON NEW SURFACES	SQFT	1182	\$60.00	\$70,920.00	\$45.00	\$53,190.00	\$45.00	\$53,190.00	\$44.00	\$52,008.00
115.	0760-0100000J	UNIT PAVERS	SQFT	873	\$25.00	\$21,825.00	\$22.00	\$19,206.00	\$36.00	\$31,428.00	\$55.00	\$48,015.00
	PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES											
116.	0815-010000E	BOLLARDS	EACH	32	\$1,200.00	\$38,400.00	\$1,500.00	\$48,000.00	\$2,500.00	\$80,000.00	\$1,800.00	\$57,600.00
117.	0905-010000A	REMOVE EXISTING SIGNS	LS	1	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
118.	0930-0116000A	PIPE SIGN SUPPORTS	LS	1	\$8,000.00	\$8,000.00	\$11,000.00	\$11,000.00	\$75,000.00	\$75,000.00	\$23,290.00	\$23,290.00
119.	0940-0202000J	SIGNS, STANDARD SHEETING, SHEET ALUMINIUM	SQFT	350	\$17.00	\$5,950.00	\$41.00	\$14,350.00	\$35.00	\$12,250.00	\$25.00	\$8,750.00
	PAVEMENT MARKERS, MARKINGS & REMOVAL											
120.	0860-0200000F	LONGITUDINAL PAVEMENT MARKINGS - PAINT	FOOT	4100	\$0.90	\$3,690.00	\$1.50	\$6,150.00	\$4.00	\$16,400.00	\$1.50	\$6,150.00
121.	0865-0160000F	THERMOPLASTIC, EXTRUDED OR SPRAYED, SURFACE, NON-PROFILED	FOOT	5000	\$0.71	\$3,550.00	\$2.00	\$10,000.00	\$2.25	\$11,250.00	\$2.00	\$10,000.00
122.	0867-0131000E	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EACH	15	\$279.00	\$4,185.00	\$300.00	\$4,500.00	\$400.00	\$6,000.00	\$500.00	\$7,500.00
123.	0867-0145100J	PAVEMENT BAR, TYPE B-HS	SQFT	400	\$9.50	\$3,800.00	\$16.00	\$6,400.00	\$16.00	\$6,400.00	\$12.00	\$4,800.00
124.	0867-0165100E	PAVEMENT LEGEND, TYPE B-HS: ON-STREET PARKING	EACH	65	\$35.00	\$2,275.00	\$55.00	\$3,575.00	\$150.00	\$9,750.00	\$500.00	\$32,500.00
125.	0867-0173100E	PAVEMENT LEGEND, TYPE B-HS: DISABLED PARKING	EACH	6	\$300.00	\$1,800.00	\$260.00	\$1,560.00	\$700.00	\$4,200.00	\$500.00	\$3,000.00
126.	0869-0200000F	CURB MARKING, PAINT	FOOT	1440	\$2.25	\$3,240.00	\$2.00	\$2,880.00	\$3.00	\$4,320.00	\$5.00	\$7,200.00
	PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEM											



SCHEDULE OF PRICES

S 1ST STREET AND STRAND STREET ROAD AND UTILITIES EXTENSION
PROJECT NO. P-525

ADDENDUM NO. 2

BASE BID SCHEDULE

St. Helens: S. 1st/Strand Streets

ITEM #	SPEC SECTION	KIND OF WORK Roadway, Earthwork, Structures, Drainage, Planting, Illumination	UNIT	DATE 8/5/22	Engineer's Estimate		Kerr Construction		Moore Excavation		TFT	
					UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
127.	0970-0100000A	POLE FOUNDATIONS	LS	1	\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$125,000.00	\$125,000.00	\$127,600.00	\$127,600.00
128.	0970-0104000A	LUMINAIRES, LAMPS, AND BALLASTS	LS	1	\$150,000.00	\$150,000.00	\$130,000.00	\$130,000.00	\$150,000.00	\$150,000.00	\$121,000.00	\$121,000.00
129.	0970-0105000A	SWITCHING, CONDUIT, AND WIRING	LS	1	\$175,000.00	\$175,000.00	\$400,000.00	\$400,000.00	\$450,000.00	\$450,000.00	\$814,000.00	\$814,000.00
130.	0970-0200000A	LIGHTING POLES AND ARMS	LS	1	\$360,000.00	\$360,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$128,700.00	\$128,700.00
	RIGHT OF WAY DEVELOPMENT AND CONTROL											
	PLANTING											
131.	1030-0108000R	NATIVE PLANT SEEDING	SQFT	30732	\$0.30	\$9,219.60	\$3.00	\$92,196.00	\$0.35	\$10,756.20	\$0.50	\$15,366.00
132.	1030-0108000R	LAWN SEEDING	SQFT	1960	\$0.30	\$588.00	\$1.50	\$2,940.00	\$0.50	\$980.00	\$1.00	\$1,960.00
133.	1030-0118000R	WATER QUALITY SEEDING	SQFT	1405	\$0.30	\$421.50	\$3.00	\$4,215.00	\$1.40	\$1,967.00	\$1.00	\$1,405.00
134.	1030-0140000R	MULCHING	SQFT	34097	\$0.10	\$3,409.70	\$1.50	\$51,145.50	\$0.15	\$5,114.55	\$0.90	\$30,687.30
135.	1040-0130000E	TREE	EACH	95	\$800.00	\$76,000.00	\$600.00	\$57,000.00	\$500.00	\$47,500.00	\$550.00	\$52,250.00
136.	1040-0101000K	TOPSOIL	CUYD	2132	\$50.00	\$106,600.00	\$62.00	\$132,184.00	\$60.00	\$127,920.00	\$50.00	\$106,600.00
137.	1040-0196000M	ROCK MULCH	TON	37	\$80.00	\$2,960.00	\$82.00	\$3,034.00	\$175.00	\$6,475.00	\$300.00	\$11,100.00
138.	1040-9Z90000A	BARK MULCH	CUYD	100	\$65.00	\$6,500.00	\$82.00	\$8,200.00	\$80.00	\$8,000.00	\$150.00	\$15,000.00
139.	1040-9Z90000A	ROOT BARRIER	FOOT	420	\$15.00	\$6,300.00	\$22.00	\$9,240.00	\$19.00	\$7,980.00	\$20.00	\$8,400.00
140.	1040-9Z90000A	SHRUBS AND GROUNDCOVER	SQFT	15999	\$5.00	\$79,995.00	\$6.00	\$95,994.00	\$7.50	\$119,992.50	\$25.00	\$399,975.00
141.	1040-9Z90000B	WATER QUALITY PLANTING AREAS	SQFT	3747	\$5.00	\$18,735.00	\$12.00	\$44,964.00	\$5.50	\$20,608.50	\$20.00	\$74,940.00
142.	1069-0100000F	METAL HANDRAIL	FOOT	82	\$125.00	\$10,250.00	\$175.00	\$14,350.00	\$200.00	\$16,400.00	\$150.00	\$12,300.00
143.	1069-0100000F	METAL GUARDRAIL	FOOT	173	\$200.00	\$34,600.00	\$205.00	\$35,465.00	\$300.00	\$51,900.00	\$250.00	\$43,250.00
144.	1095-0100000E	PEDESTRIAN DIRECTIONAL SIGNS	EACH	2	\$3,000.00	\$6,000.00	\$5,000.00	\$10,000.00	\$500.00	\$1,000.00	\$600.00	\$1,200.00
145.	1095-0100000E	BENCHES	EACH	15	\$1,500.00	\$22,500.00	\$3,000.00	\$45,000.00	\$2,200.00	\$33,000.00	\$3,000.00	\$45,000.00
147.	1095-9Z90000A	INTERPRETIVE PANELS	EACH	2	\$6,500.00	\$13,000.00	\$10,000.00	\$20,000.00	\$18,000.00	\$36,000.00	\$3,250.00	\$6,500.00
148.	1095-9Z90000B	BASALT COLUMN	EACH	26	\$840.00	\$21,840.00	\$1,700.00	\$44,200.00	\$1,600.00	\$41,600.00	\$2,200.00	\$57,200.00
149.	1095-9Z90000C	DRINKING FOUNTAIN	EACH	1	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$8,500.00	\$8,500.00
150.	1095-9Z90000C	TRASH CAN	EACH	3	\$1,300.00	\$3,900.00	\$4,000.00	\$12,000.00	\$3,500.00	\$10,500.00	\$3,000.00	\$9,000.00
151.	1095-9Z90000C	PET WASTE BAG DISPENSER	EACH	2	\$500.00	\$1,000.00	\$1,600.00	\$3,200.00	\$1,200.00	\$2,400.00	\$4,500.00	\$9,000.00
152.	1095-X	SKATE DETERRENT	EACH	68	\$250.00	\$17,000.00	\$300.00	\$20,400.00	\$165.00	\$11,220.00	\$400.00	\$27,200.00
153.	1095-X	STONE VENEER SEAT WALL W/ PRECAST CONCRETE TOP	FOOT	337	\$300.00	\$101,100.00	\$500.00	\$168,500.00	\$900.00	\$303,300.00	\$200.00	\$67,400.00
154.	1095-X	STONE VENEER END COLUMN W/ PRECAST CONCRETE TOP	EACH	48	\$1,500.00	\$72,000.00	\$3,000.00	\$144,000.00	\$6,500.00	\$312,000.00	\$900.00	\$43,200.00
155.	1095-X	STONE VENEER BASE FOR LIGHT POLE	EACH	10	\$1,000.00	\$10,000.00	\$1,600.00	\$16,000.00	\$4,500.00	\$45,000.00	\$1,200.00	\$12,000.00
156.	1095-X	TRAFFIC BARRIER ARM	EACH	1	\$30,000.00	\$30,000.00	\$27,000.00	\$27,000.00	\$40,000.00	\$40,000.00	\$2,500.00	\$2,500.00
	WATER SUPPLY SYSTEMS											
157.	1120-0100000A	IRRIGATION SYSTEM	SQFT	21153	\$2.00	\$42,306.00	\$2.50	\$52,882.50	\$8.00	\$169,224.00	\$6.00	\$126,918.00
158.	1140-0145000F	8-INCH POTABLE WATER PIPE, FITTINGS & COUPLINGS WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FOOT	91	\$180.00	\$16,380.00	\$174.00	\$15,834.00	\$200.00	\$18,200.00	\$250.00	\$22,750.00
159.	1140-0145000F	12-INCH POTABLE WATER PIPE, FITTINGS & COUPLINGS WITH RESTRAINED	FOOT	2550	\$200.00	\$510,000.00	\$140.00	\$357,000.00	\$190.00	\$484,500.00	\$300.00	\$765,000.00
160.	1140-0195000E	BLOWOFF ASSEMBLY, 2 INCH	EACH	4	\$2,400.00	\$9,600.00	\$4,000.00	\$16,000.00	\$3,500.00	\$14,000.00	\$8,500.00	\$34,000.00
161.	1140-0300000E	12 INCH CONNECTION TO 12 INCH EXISTING MAIN	EACH	3	\$12,000.00	\$36,000.00	\$8,000.00	\$24,000.00	\$3,000.00	\$9,000.00	\$8,500.00	\$25,500.00



SCHEDULE OF PRICES


S 1ST STREET AND STRAND STREET ROAD AND UTILITIES EXTENSION
PROJECT NO. P-525


ADDENDUM NO. 2

BASE BID SCHEDULE

St. Helens: S. 1st/Strand Streets

		KIND OF WORK Roadway, Earthwork, Structures, Drainage, Planting, Illumination		DATE 8/5/22	Engineer's Estimate		Kerr Construction		Moore Excavation		TFT	
ITEM #	SPEC SECTION	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
163.	1140-040000F	6-INCH DUCTILE IRON PIPE WITH CLASS B BACKFILL	FOOT	125	\$156.00	\$19,500.00	\$150.00	\$18,750.00	\$200.00	\$25,000.00	\$200.00	\$25,000.00
164.	1140-0610000E	DUCTILE IRON PIPE TEES, 8x8x6 INCH	EACH	1	\$720.00	\$720.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$645.00	\$645.00
165.	1140-0610000E	DUCTILE IRON PIPE TEES, 12x12x6 INCH	EACH	6	\$720.00	\$4,320.00	\$2,500.00	\$15,000.00	\$1,600.00	\$9,600.00	\$995.00	\$5,970.00
166.	1140-0640000E	DUCTILE IRON PIPE CROSS, 12x12x8x8 INCH	EACH	1	\$1,800.00	\$1,800.00	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00	\$2,165.00	\$2,165.00
167.	1140-0670000E	DUCTILE IRON PIPE REDUCER, 12x6 INCH	EACH	1	\$720.00	\$720.00	\$1,900.00	\$1,900.00	\$750.00	\$750.00	\$595.00	\$595.00
168.	1140-0650000E	DUCTILE IRON PIPE BEND, 12 INCH	EACH	12	\$720.00	\$8,640.00	\$2,000.00	\$24,000.00	\$1,300.00	\$15,600.00	\$900.00	\$10,800.00
169.	1150-0100000E	1-INCH AIR RELEASE VALVE	EACH	2	\$2,400.00	\$4,800.00	\$4,300.00	\$8,600.00	\$3,200.00	\$6,400.00	\$5,400.00	\$10,800.00
170.	1150-0100000E	6 AND 8 INCH GATE VALVES	EACH	9	\$2,100.00	\$18,900.00	\$3,400.00	\$30,600.00	\$1,800.00	\$16,200.00	\$3,000.00	\$27,000.00
171.	1150-0100000E	12 INCH GATE VALVES	EACH	7	\$2,400.00	\$16,800.00	\$6,600.00	\$46,200.00	\$4,000.00	\$28,000.00	\$5,000.00	\$35,000.00
172.	1150-0700000E	6 INCH TAPPING SLEEVE AND 6 INCH VALVE ASSEMBLY	EACH	1	\$4,800.00	\$4,800.00	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00	\$6,500.00	\$6,500.00
173.	1150-0700000E	12 INCH TAPPING SLEEVE AND 12 INCH VALVE ASSEMBLY	EACH	1	\$6,000.00	\$6,000.00	\$11,530.00	\$11,530.00	\$11,000.00	\$11,000.00	\$8,500.00	\$8,500.00
174.	1160-0100000E	HYDRANT ASSEMBLIES	EACH	1	\$12,000.00	\$12,000.00	\$9,700.00	\$9,700.00	\$8,000.00	\$8,000.00	\$10,500.00	\$10,500.00
175.	1160-0102000E	MOVING EXISTING HYDRANTS	EACH	1	\$3,600.00	\$3,600.00	\$2,000.00	\$2,000.00	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00
176.	1170-0103000F	1 INCH WATER SERVICE CONNECTION PIPING	FOOT	190	\$96.00	\$18,240.00	\$90.00	\$17,100.00	\$70.00	\$13,300.00	\$80.00	\$15,200.00
177.	1170-0110000E	1 INCH WATER METER ASSEMBLY	EACH	5	\$3,600.00	\$18,000.00	\$3,000.00	\$15,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00
178.	1170-0111000E	RELOCATE 1 INCH WATER METER ASSEMBLY	EACH	3	\$2,160.00	\$6,480.00	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$4,500.00	\$13,500.00
179.	4300-x	ABANDON EXISTING WATER LINE	FOOT	535	\$25.00	\$13,375.00	\$16.00	\$8,560.00	\$15.00	\$8,025.00	\$20.00	\$10,700.00
TOTAL BASE BID					Total Engineers	\$ 11,185,883.18	Total Kerr	\$13,986,743.00	Total Moore	\$12,291,902.25	Total TFT	\$12,493,833.00

ADD 1 BID SCHEDULE												
St. Helens: S. 1st/Strand Streets							Kerr		Moore Excavation		TFT	
		KIND OF WORK		DATE	Engineers Estimate							
		Roadway, Earthwork, Structures, Drainage, Planting, Illumination		8/5/22								
ITEM #	SPEC SECTION	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
	MOBILIZATION AND TRAFFIC CONTROL											
1.	0210-0100000A	MOBILIZATION	LS	1	10%	\$ 194,555.38	\$100,000.00	\$ 100,000.00	\$175,000.00	\$ 175,000.00	\$124,000.25	\$ 124,000.25
2.	0221-0100000A	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	\$15,000.00	\$ 15,000.00	\$100,000.00	\$ 100,000.00	\$35,000.00	\$ 35,000.00	\$75,000.00	\$ 75,000.00
						\$ -		\$ -				
	EROSION AND SEDIMENT CONTROL					\$ -		\$ -				
4.	0280-0100000A	EROSION CONTROL	LS	1	\$5,000.00	\$ 5,000.00	\$25,000.00	\$ 25,000.00	\$20,000.00	\$ 20,000.00	\$27,500.00	\$ 27,500.00
6.	0280-0104020R	TEMPORARY MULCHING, STRAW	ACRE	1.3	\$15,000.00	\$ 19,500.00	\$2,700.00	\$ 3,510.00	\$5,700.00	\$ 7,410.00	\$2,800.00	\$ 3,640.00
14.	0280-0114040E	INLET PROTECTION, TYPE 4	EACH	12	\$80.00	\$ 960.00	\$100.00	\$ 1,200.00	\$110.00	\$ 1,320.00	\$300.00	\$ 3,600.00
						\$ -		\$ -				
	ENVIRONMENTAL PROTECTION					\$ -		\$ -				
15.	0290-0100000A	POLLUTION CONTROL PLAN	LS	1	\$1,500.00	\$ 1,500.00	\$1,000.00	\$ 1,000.00	\$1,000.00	\$ 1,000.00	\$1,500.00	\$ 1,500.00
19.	0294-0600000A	SEGREGATE AND STOCKPILE CONTAMINATED SOIL	LS	1	\$2,500.00	\$ 2,500.00	\$20,000.00	\$ 20,000.00	\$6,800.00	\$ 6,800.00	\$10,000.00	\$ 10,000.00
20.	0294-0700000E	SOIL SAMPLE COLLECTION AND ANALYTICAL TESTING	EACH	8	\$500.00	\$ 4,000.00	\$600.00	\$ 4,800.00	\$675.00	\$ 5,400.00	\$1,200.00	\$ 9,600.00
						\$ -		\$ -				
	CONSTRUCTION SURVEY WORK					\$ -		\$ -				
23.	0305-0100000A	CONSTRUCTION SURVEY WORK	LS	1	\$15,000.00	\$ 15,000.00	\$45,000.00	\$ 45,000.00	\$50,000.00	\$ 50,000.00	\$21,875.00	\$ 21,875.00
24.	0305-0100000Z	CONSTRUCTION AS-BUILT SURVEY	LS	1	\$2,500.00	\$ 2,500.00	\$2,000.00	\$ 2,000.00	\$5,000.00	\$ 5,000.00	\$2,500.00	\$ 2,500.00
						\$ -		\$ -				
	REMOVAL OF STRUCTURES AND OBSTRUCTIONS					\$ -		\$ -				
26.	0310-0103000J	REMOVAL OF SURFACINGS	SQYD	1368	\$15.00	\$ 20,520.00	\$9.00	\$ 12,312.00	\$8.50	\$ 11,628.00	\$4.50	\$ 6,156.00
32.	0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$3,000.00	\$ 3,000.00	\$50,000.00	\$ 50,000.00	\$30,000.00	\$ 30,000.00	\$15,000.00	\$ 15,000.00
						\$ -		\$ -				
	CLEARING AND GRUBBING					\$ -		\$ -				
37.	0320-0100000A	CLEARING AND GRUBBING	AC	0.32	\$2,500.00	\$ 800.00	\$10,000.00	\$ 3,200.00	\$6,500.00	\$ 2,080.00	\$7,500.00	\$ 2,400.00
						\$ -		\$ -				
	EARTHWORK					\$ -		\$ -				
38.	0330-0105000K	GENERAL EXCAVATION	CUYD	3182	\$25.00	\$ 79,550.00	\$51.00	\$ 162,282.00	\$37.00	\$ 117,734.00	\$35.00	\$ 111,370.00
						\$ -		\$ -				
	GEOSYNTHETIC INSTALLATION					\$ -		\$ -				
39.	0350-0105000J	SUBGRADE GEOTEXTILE	SQYD	4376	\$1.50	\$ 6,564.00	\$2.00	\$ 8,752.00	\$1.25	\$ 5,470.00	\$2.00	\$ 8,752.00
						\$ -		\$ -				
	RIRAP PROTECTION					\$ -		\$ -				
						\$ -		\$ -				
	SANITARY, STORM, CULVERT PIPE					\$ -		\$ -				
43.	0405-0100000K	ROCK EXCAVATION	CUYD	35	\$200.00	\$ 7,000.00	\$300.00	\$ 10,500.00	\$200.00	\$ 7,000.00	\$250.00	\$ 8,750.00
44.	0415-0100000F	MAINLINE VIDEO INSPECTION	FOOT	577	\$5.00	\$ 2,885.00	\$20.00	\$ 11,540.00	\$4.00	\$ 2,308.00	\$8.00	\$ 4,616.00
45.	0445-030008AF	8 INCH SANITARY SEWER PIPE, 5 FT DEPTH	FOOT	142	\$175.00	\$ 24,850.00	\$160.00	\$ 22,720.00	\$125.00	\$ 17,750.00	\$90.00	\$ 12,780.00
54.	0445-035010AF	10 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	130	\$130.00	\$ 16,900.00	\$141.00	\$ 18,330.00	\$160.00	\$ 20,800.00	\$100.00	\$ 13,000.00
55.	0445-035010BF	10 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	58	\$150.00	\$ 8,700.00	\$162.00	\$ 9,396.00	\$175.00	\$ 10,150.00	\$120.00	\$ 6,960.00
57.	0445-035012BF	12 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	111	\$215.00	\$ 23,865.00	\$153.00	\$ 16,983.00	\$115.00	\$ 12,765.00	\$160.00	\$ 17,760.00
64.	0445-060010AF	10 INCH DUCTILE IRON PIPE, 5 FT DEPTH	FOOT	136	\$170.00	\$ 23,120.00	\$177.00	\$ 24,072.00	\$200.00	\$ 27,200.00	\$180.00	\$ 24,480.00
71.	0445-SP	2-INCH CONDUIT	FOOT	129	\$30.00	\$ 3,870.00	\$11.00	\$ 1,419.00	\$5.50	\$ 709.50	\$8.00	\$ 1,032.00
72.	0445-SP	3-INCH CONDUIT	FOOT	2990	\$40.00	\$ 119,600.00	\$16.00	\$ 47,840.00	\$9.00	\$ 26,910.00	\$16.00	\$ 47,840.00

ADD 1 BID SCHEDULE												
St. Helens: S. 1st/Strand Streets							Kerr		Moore Excavation		TFT	
		KIND OF WORK Roadway, Earthwork, Structures, Drainage, Planting, Illumination		DATE 8/5/22	Engineers Estimate							
ITEM #	SPEC SECTION	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
73.	0445-SP	FRANCHISE UTILITY TRENCH	FOOT	997	\$20.00	\$ 19,940.00	\$61.00	\$ 60,817.00	\$84.00	\$ 83,748.00	\$40.00	\$ 39,880.00
						\$ -		\$ -				
	MANHOLES, CATCH BASINS, INLETS, AND VAULTS					\$ -		\$ -				
74.	0470-0100000E	CONCRETE SANITARY SEWER MANHOLES	EACH	1	\$10,200.00	\$ 10,200.00	\$6,000.00	\$ 6,000.00	\$8,000.00	\$ 8,000.00	\$6,500.00	\$ 6,500.00
75.	0470-0101000E	CONCRETE STORM SEWER MANHOLES	EACH	2	\$7,500.00	\$ 15,000.00	\$7,500.00	\$ 15,000.00	\$6,500.00	\$ 13,000.00	\$6,000.00	\$ 12,000.00
79.	0470-0315000E	CONCRETE INLETS, TYPE G-2 (20"X24" CATCH BASIN)	EACH	12	\$2,200.00	\$ 26,400.00	\$2,600.00	\$ 31,200.00	\$3,400.00	\$ 40,800.00	\$3,000.00	\$ 36,000.00
80.	0470-SP	575-CRPUD Vaults (UV SWITCH 3P)	EACH	2	\$10,000.00	\$ 20,000.00	\$7,600.00	\$ 15,200.00	\$8,000.00	\$ 16,000.00	\$6,200.00	\$ 12,400.00
						\$ -		\$ -				
	WORK ON EXISTING SEWERS AND STRUCTURES					\$ -		\$ -				
87.	0490-0104000E	CONNECTION TO EXISTING STRUCTURES	EACH	2	\$1,600.00	\$ 3,200.00	\$2,500.00	\$ 5,000.00	\$3,200.00	\$ 6,400.00	\$2,500.00	\$ 5,000.00
						\$ -		\$ -				
	CAST-IN-PLACE CONCRETE RETAINING WALLS					\$ -		\$ -				
						\$ -		\$ -				
	BASES					\$ -		\$ -				
97.	0641-0112000M	3/4 INCH - 0 AGGREGATE BASE	TON	1019	\$39.00	\$ 39,741.00	\$78.00	\$ 79,482.00	\$52.00	\$ 52,988.00	\$45.00	\$ 45,855.00
98.	0641-0117000M	1-1/2 INCH - 0 AGGREGATE BASE	TON	1185	\$45.00	\$ 53,325.00	\$37.00	\$ 43,845.00	\$28.00	\$ 33,180.00	\$42.00	\$ 49,770.00
						\$ -		\$ -				
	ASPHALT CONCRETE PAVEMENT					\$ -		\$ -				
99.	0730-0100000M	EMULSIFIED ASPHALT FOR TACK COAT*	TON	2	\$300.00	\$ 600.00	\$1,100.00	\$ 2,200.00	\$5.00	\$ 10.00	\$800.00	\$ 1,600.00
100.	0744-0202000M	LEVEL 2, 1/2 INCH ACP MIXTURE	TON	1273	\$140.00	\$ 178,220.00	\$103.00	\$ 131,119.00	\$180.00	\$ 229,140.00	\$87.00	\$ 110,751.00
101.	0745-0620000M	PG 64-22 ASPHALT IN LEVEL 2 ACP	TON	77	\$110.00	\$ 8,470.00	\$750.00	\$ 57,750.00	\$5.00	\$ 385.00	\$850.00	\$ 65,450.00
*Bid tab spreadsheet showed this as being 2, but was rounded up from 1.6. Spreadsheet corrected to keep as rounded up to 2.						\$ -		\$ -				
	CONCRETE PAVEMENT					\$ -		\$ -				
						\$ -		\$ -				
	MISC. PORTLAND CEMENT CONCRETE STRUCTURES					\$ -		\$ -				
106.	0759-0100000F	CONCRETE CURBS	FOOT	90	\$40.00	\$ 3,600.00	\$40.00	\$ 3,600.00	\$55.00	\$ 4,950.00	\$34.05	\$ 3,064.50
107.	0759-0100000F	CONCRETE CURBS, PLANTER CURB	FOOT	185	\$45.00	\$ 8,325.00	\$85.00	\$ 15,725.00	\$210.00	\$ 38,850.00	\$81.05	\$ 14,994.25
108.	0759-0103000F	CONCRETE CURBS, CURB AND GUTTER	FOOT	1938	\$48.00	\$ 93,024.00	\$40.00	\$ 77,520.00	\$36.00	\$ 69,768.00	\$37.15	\$ 71,996.70
109.	0759-0127000J	CONCRETE DRIVEWAYS, REINFORCED	SQFT	836	\$25.00	\$ 20,900.00	\$17.00	\$ 14,212.00	\$26.00	\$ 21,736.00	\$18.25	\$ 15,257.00
110.	0759-0128000J	CONCRETE WALKS	SQFT	20830	\$14.00	\$ 291,620.00	\$14.00	\$ 291,620.00	\$12.00	\$ 249,960.00	\$14.65	\$ 305,159.50
113.	0759-0154100E	EXTRA FOR NEW CURB RAMPS	EACH	8	\$1,000.00	\$ 8,000.00	\$1,500.00	\$ 12,000.00	\$1,400.00	\$ 11,200.00	\$1,594.00	\$ 12,752.00
114.	0759-0510000J	TRUNCATED DOMES ON NEW SURFACES	SQFT	128	\$60.00	\$ 7,680.00	\$41.00	\$ 5,248.00	\$37.00	\$ 4,736.00	\$44.00	\$ 5,632.00
						\$ -		\$ -				
	PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES					\$ -		\$ -				
117.	0905-0100000A	REMOVE EXISTING SIGNS	LS	1	\$0.00	\$ -	\$4,000.00	\$ 4,000.00	\$2,000.00	\$ 2,000.00	\$4,500.00	\$ 4,500.00
118.	0930-0116000A	PIPE SIGN SUPPORTS	LS	1	\$4,000.00	\$ 4,000.00	\$6,000.00	\$ 6,000.00	\$15,000.00	\$ 15,000.00	\$6,655.00	\$ 6,655.00
119.	0940-0202000J	SIGNS, STANDARD SHEETING, SHEET ALUMINIUM	SQFT	100	\$17.00	\$ 1,700.00	\$41.00	\$ 4,100.00	\$32.00	\$ 3,200.00	\$25.00	\$ 2,500.00
						\$ -		\$ -				
	PAVEMENT MARKERS, MARKINGS & REMOVAL					\$ -		\$ -				
120.	0860-0200000F	LONGITUDINAL PAVEMENT MARKINGS - PAINT	FOOT	2300	\$0.90	\$ 2,070.00	\$1.50	\$ 3,450.00	\$4.00	\$ 9,200.00	\$1.50	\$ 3,450.00
121.	0865-0119600F	THERMOPLASTIC, SPRAYED, SURFACE, PROFILED	FOOT	2000	\$0.71	\$ 1,420.00	\$2.00	\$ 4,000.00	\$2.25	\$ 4,500.00	\$2.00	\$ 4,000.00
122.	0867-0131000E	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EACH	5	\$279.00	\$ 1,395.00	\$251.00	\$ 1,255.00	\$400.00	\$ 2,000.00	\$500.00	\$ 2,500.00
123.	0867-0145100J	PAVEMENT BAR, TYPE B-HS	SQFT	400	\$9.50	\$ 3,800.00	\$16.00	\$ 6,400.00	\$16.00	\$ 6,400.00	\$12.00	\$ 4,800.00

ADD 1 BID SCHEDULE												
Otak							St. Helens: S. 1st/Strand Streets					
		KIND OF WORK		DATE	Engineers Estimate		Kerr		Moore Excavation		TFT	
		Roadway, Earthwork, Structures, Drainage, Planting, Illumination		8/5/22								
ITEM #	SPEC SECTION	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
124.	0867-0165100E	PAVEMENT LEGEND, TYPE B-HS: ON-STREET PARKING	EACH	15	\$35.00	\$ 525.00	\$60.00	\$ 900.00	\$150.00	\$ 2,250.00	\$500.00	\$ 7,500.00
126.	0869-0200000F	CURB MARKING, PAINT	FOOT	500	\$2.25	\$ 1,125.00	\$2.00	\$ 1,000.00	\$3.00	\$ 1,500.00	\$5.00	\$ 2,500.00
						\$ -		\$ -				
		PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEM				\$ -		\$ -				
127.	0970-0100000A	POLE FOUNDATIONS	LS	1	\$40,000.00	\$ 40,000.00	\$30,000.00	\$ 30,000.00	\$32,000.00	\$ 32,000.00	\$55,000.00	\$ 55,000.00
128.	0970-0104000A	LUMINAIRES, LAMPS, AND BALLASTS	LS	1	\$70,000.00	\$ 70,000.00	\$20,000.00	\$ 20,000.00	\$21,000.00	\$ 21,000.00	\$43,450.00	\$ 43,450.00
129.	0970-0105000A	SWITCHING, CONDUIT, AND WIRING	LS	1	\$80,000.00	\$ 80,000.00	\$80,000.00	\$ 80,000.00	\$80,000.00	\$ 80,000.00	\$394,900.00	\$ 394,900.00
130.	0970-0200000A	LIGHTING POLES AND ARMS	LS	1	\$120,000.00	\$ 120,000.00	\$42,000.00	\$ 42,000.00	\$45,000.00	\$ 45,000.00	\$60,170.00	\$ 60,170.00
		RIGHT OF WAY DEVELOPMENT AND CONTROL										
		PLANTING										
133.	1030-0118000R	WATER QUALITY SEEDING	SQFT	2302	\$0.30	\$ 690.60	\$3.00	\$ 6,906.00	\$0.70	\$ 1,611.40	\$1.00	\$ 2,302.00
134.	1030-0140000R	MULCHING	SQFT	2302	\$0.10	\$ 230.20	\$2.00	\$ 4,604.00	\$0.15	\$ 345.30	\$0.90	\$ 2,071.80
135.	1040-0130000E	TREE	EACH	38	\$800.00	\$ 30,400.00	\$600.00	\$ 22,800.00	\$525.00	\$ 19,950.00	\$550.00	\$ 20,900.00
136.	1040-0101000K	TOPSOIL	CUYD	249	\$50.00	\$ 12,450.00	\$61.00	\$ 15,189.00	\$65.00	\$ 16,185.00	\$50.00	\$ 12,450.00
138.	1040-9Z90000A	BARK MULCH	CUYD	21	\$65.00	\$ 1,365.00	\$80.00	\$ 1,680.00	\$80.00	\$ 1,680.00	\$150.00	\$ 3,150.00
139.	1040-9Z90000A	ROOT BARRIER	FOOT	680	\$15.00	\$ 10,200.00	\$21.00	\$ 14,280.00	\$12.00	\$ 8,160.00	\$20.00	\$ 13,600.00
140.	1040-9Z90000A	SHRUBS AND GROUNDCOVER	SQFT	3366	\$5.00	\$ 16,830.00	\$6.00	\$ 20,196.00	\$15.00	\$ 50,490.00	\$25.00	\$ 84,150.00
141.	1040-9Z90000B	WATER QUALITY PLANTING AREAS	SQFT	4216	\$5.00	\$ 21,080.00	\$12.00	\$ 50,592.00	\$5.50	\$ 23,188.00	\$20.00	\$ 84,320.00
146.	1095-0101000E	BICYCLE RACKS	EACH	4	\$500.00	\$ 2,000.00	\$1,700.00	\$ 6,800.00	\$3,000.00	\$ 12,000.00	\$3,500.00	\$ 14,000.00
152.	1095-X	SKATE DETERRENT*	EACH	28	\$250.00	\$ 7,000.00	\$300.00	\$ 8,400.00	\$170.00	\$ 4,760.00	\$400.00	\$ 11,200.00
153.	1095-X	STONE VENEER SEAT WALL W/ PRECAST TOP	FOOT	111	\$300.00	\$ 33,300.00	\$500.00	\$ 55,500.00	\$900.00	\$ 99,900.00	\$200.00	\$ 22,200.00
154.	1095-X	STONE VENEER END COLUMN W/ PRECAST TOP	EACH	14	\$1,500.00	\$ 21,000.00	\$3,000.00	\$ 42,000.00	\$7,500.00	\$ 105,000.00	\$900.00	\$ 12,600.00
155.	1095-X	STONE VENEER BASE FOR LIGHT POLE	EACH	3	\$1,000.00	\$ 3,000.00	\$1,600.00	\$ 4,800.00	\$4,500.00	\$ 13,500.00	\$1,200.00	\$ 3,600.00
*Bid tab spreadsheet showed this as being 28, but was rounded up from 27.75. Spreadsheet corrected to keep as rounded up to 28.						\$ -		\$ -				
		WATER SUPPLY SYSTEMS				\$ -		\$ -				
157.	1120-0100000A	IRRIGATION SYSTEM	SQFT	9884	\$2.00	\$ 19,768.00	\$3.00	\$ 29,652.00	\$7.50	\$ 74,130.00	\$7.00	\$ 69,188.00
158.	1140-0145000F	8-INCH POTABLE WATER PIPE, FITTINGS & COUPLINGS WITH RESTRAINED JOINTS AND CLASS B BACKFILL	FOOT	915	\$180.00	\$ 164,700.00	\$168.00	\$ 153,720.00	\$180.00	\$ 164,700.00	\$250.00	\$ 228,750.00
160.	1140-0195000E	BLOWOFF ASSEMBLY, 2 INCH	EACH	1	\$2,400.00	\$ 2,400.00	\$4,000.00	\$ 4,000.00	\$3,500.00	\$ 3,500.00	\$4,500.00	\$ 4,500.00
162.	1140-0300000E	8 INCH CONNECTION TO 12 INCH EXISTING MAIN	EACH	1	\$10,000.00	\$ 10,000.00	\$8,200.00	\$ 8,200.00	\$4,000.00	\$ 4,000.00	\$6,500.00	\$ 6,500.00
163.	1140-0400000F	6-INCH DUCTILE IRON PIPE WITH CLASS B BACKFILL	FOOT	71	\$156.00	\$ 11,076.00	\$140.00	\$ 9,940.00	\$190.00	\$ 13,490.00	\$200.00	\$ 14,200.00
164.	1140-0610000E	DUCTILE IRON PIPE TEES, 8x8x6 INCH	EACH	4	\$720.00	\$ 2,880.00	\$2,000.00	\$ 8,000.00	\$1,000.00	\$ 4,000.00	\$645.00	\$ 2,580.00
169.	1150-0100000E	1-INCH AIR RELEASE VALVE	EACH	1	\$2,400.00	\$ 2,400.00	\$4,400.00	\$ 4,400.00	\$3,200.00	\$ 3,200.00	\$5,400.00	\$ 5,400.00
170.	1150-0100000E	6 AND 8 INCH GATE VALVES	EACH	4	\$2,100.00	\$ 8,400.00	\$3,500.00	\$ 14,000.00	\$1,800.00	\$ 7,200.00	\$3,000.00	\$ 12,000.00
174.	1160-0100000E	HYDRANT ASSEMBLIES	EACH	3	\$12,000.00	\$ 36,000.00	\$8,000.00	\$ 24,000.00	\$7,500.00	\$ 22,500.00	\$10,500.00	\$ 31,500.00
176.	1170-0103000F	1 INCH WATER SERVICE CONNECTION PIPING	FOOT	20	\$96.00	\$ 1,920.00	\$80.00	\$ 1,600.00	\$55.00	\$ 1,100.00	\$80.00	\$ 1,600.00
TOTAL ADD 1 BID			Total Engineers		\$ 2,155,109.18	Total Kerr	\$ 2,283,758.00	Total Moore	\$ 2,362,925.20	Total TFT	\$ 2,628,860.00	

1st & St Helens Intersection Improvements**Bid Tabs - R-685**

City of St. Helens



					TFT Construction		Kerr Contractors		Moore Excavation	
ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
MOBILIZATION AND TRAFFIC CONTROL (00200)										
Mobilization (00210)	LS	ALL	\$58,000.00	\$58,000.00	\$37,500.00	\$37,500.00	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00
Temporary Work Zone Traffic Control, Complete (00225)	LS	ALL	\$27,000.00	\$27,000.00	\$42,600.00	\$42,600.00	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00
Stripe Removal (00225)	LS	ALL	\$500.00	\$500.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
Erosion Control (00280)	LS	ALL	\$6,500.00	\$6,500.00	\$12,500.00	\$12,500.00	\$40,000.00	\$40,000.00	\$4,000.00	\$4,000.00
Inlet Protection Type 3 (00280)	EA	4	\$200.00	\$800.00	\$100.00	\$400.00	\$68.00	\$272.00	\$110.00	\$440.00
MOBILIZATION AND TRAFFIC CONTROL SUBTOTAL				\$ 92,800	\$ 97,500		\$ 242,772		\$ 148,440	
ROADWORK (00300)										
Construction Survey Work (00305)	LS	ALL	\$16,000.00	\$16,000.00	\$12,500.00	\$12,500.00	\$2,000.00	\$2,000.00	\$30,000.00	\$30,000.00
As-Built Survey (00305)	LS	ALL	\$8,500.00	\$8,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Removal of Structures and Obstructions (00310)	LS	ALL	\$12,000.00	\$12,000.00	\$8,500.00	\$8,500.00	\$22,000.00	\$22,000.00	\$40,000.00	\$40,000.00
General Excavation (00330)	CY	427	\$70.00	\$29,890.00	\$40.00	\$17,080.00	\$66.00	\$28,182.00	\$72.00	\$30,744.00
Subgrade Geotextile (00350)	SY	138	\$1.00	\$138.00	\$4.00	\$552.00	\$3.00	\$414.00	\$1.25	\$172.50
ROADWORK SUBTOTAL				\$ 66,528	\$ 41,132		\$ 57,596		\$ 105,917	
DRAINAGE AND SEWERS (00400)										
Mainline Video Inspection (00415)	LF	85	\$25.00	\$2,125.00	\$25.00	\$2,125.00	\$22.00	\$1,870.00	\$4.00	\$340.00
10 Inch Ductile Iron Pipe, 5 ft Depth (00445)	LF	85	\$240.00	\$20,400.00	\$200.00	\$17,000.00	\$190.00	\$16,150.00	\$265.00	\$22,525.00
Concrete Manholes, Shallow (00470)	EA	2	\$5,350.00	\$10,700.00	\$5,500.00	\$11,000.00	\$6,000.00	\$12,000.00	\$7,000.00	\$14,000.00
Concrete Inlets, Typical 20"x24" Catch Basin (00470)	EA	2	\$2,925.00	\$5,850.00	\$3,400.00	\$6,800.00	\$2,400.00	\$4,800.00	\$3,200.00	\$6,400.00
Extra for Manholes Over Existing Sewers (00490)	EA	2	\$2,000.00	\$4,000.00	\$1,200.00	\$2,400.00	\$3,000.00	\$6,000.00	\$5,500.00	\$11,000.00
DRAINAGE AND SEWERS SUBTOTAL				\$ 43,075	\$ 39,325		\$ 40,820		\$ 54,265	
STRUCTURES (00500)										
Seat Walls, End Columns, Standalone Columns (00598)	LS	ALL	\$68,000.00	\$68,000.00	\$32,500.00	\$32,500.00	\$68,000.00	\$68,000.00	\$160,000.00	\$160,000.00
Planter Curbs (00598)	LS	ALL	\$6,600.00	\$6,600.00	\$8,850.00	\$8,850.00	\$14,000.00	\$14,000.00	\$12,000.00	\$12,000.00
BRIDGES SUBTOTAL				\$ 74,600	\$ 41,350		\$ 82,000		\$ 172,000	
BASES (00600)										
Cold Plane Pavement Removal, 0-2 inched Deep (00620)	SY	856	\$10.00	\$8,560.00	\$8.50	\$7,276.00	\$15.00	\$12,840.00	\$14.00	\$11,984.00
Aggregate Base (00640)	TON	381	\$73.00	\$27,779.58	\$65.00	\$24,735.24	\$70.00	\$26,637.96	\$65.00	\$24,735.24
BASES SUBTOTAL				\$ 36,340	\$ 32,011		\$ 39,478		\$ 36,719	
WEARING SURFACES (00700)										
Level 3, 1/2 inch ACP Mixture (00744)	TON	133	\$215.00	\$28,660.03	\$174.25	\$23,227.96	\$206.00	\$27,460.31	\$280.00	\$37,324.69
Plain Concrete Pavement, Undowled, 6 Inches Thick (00756)	SY	374	\$134.00	\$50,116.00	\$259.00	\$96,866.00	\$235.00	\$87,890.00	\$250.00	\$93,500.00
Concrete Curbs, Standard 6" Curb (00759)	LF	9	\$45.00	\$405.00	\$40.00	\$360.00	\$46.00	\$414.00	\$110.00	\$990.00
Concrete Curbs, Standard Curb and Gutter (00759)	LF	503	\$56.00	\$28,168.00	\$38.00	\$19,114.00	\$55.00	\$27,665.00	\$50.00	\$25,150.00
Concrete Walks (00759)	SF	6,531	\$12.75	\$83,270.25	\$17.05	\$111,353.55	\$16.00	\$104,496.00	\$14.00	\$91,434.00
Truncated Domes (00759)	SF	72	\$37.00	\$2,664.00	\$44.00	\$3,168.00	\$40.00	\$2,880.00	\$40.00	\$2,880.00
Concrete Driveways (00759)	SF	477	\$17.50	\$8,347.50	\$17.80	\$8,490.60	\$40.00	\$19,080.00	\$20.00	\$9,540.00

1st & St Helens Intersection Improvements
Bid Tabs - R-685
City of St. Helens



					TFT Construction		Kerr Contractors		Moore Excavation	
ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Unit Pavers (00760)	LF	80	\$25.00	\$2,000.00	\$100.00	\$8,000.00	\$25.00	\$2,000.00	\$40.00	\$3,200.00
WEARING SURFACES SUBTOTAL					\$ 270,580		\$ 271,885		\$ 264,019	
PERMANENT TRAFFIC CONTROL AND GUIDANCE DEVICES (00800)										
Bi-Directional Blue Type IAR Markers, Recessed (0855)	EA	1	\$25.00	\$25.00	\$100.00	\$100.00	\$80.00	\$80.00	\$25.00	\$25.00
Thermoplastic, Extruded, Surface, Non-Profiled (00865)	LF	3,315	\$1.70	\$5,635.50	\$2.00	\$6,630.00	\$6.00	\$19,890.00	\$2.25	\$7,458.75
Pavement Legend, Type B-HS: Bicycle Lane Stencil (00867)	EA	8	\$310.00	\$2,480.00	\$500.00	\$4,000.00	\$700.00	\$5,600.00	\$400.00	\$3,200.00
Pavement Bar, Type AB (00867)	SF	330	\$13.50	\$4,455.00	\$12.00	\$3,960.00	\$11.00	\$3,630.00	\$16.00	\$5,280.00
PERMANENT TRAFFIC CONTROL AND GUIDANCE DEVICES SUBTOTAL					\$ 14,690		\$ 29,200		\$ 15,964	
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS (00900)										
Remove Existing Signs (00905)	LS	ALL	\$500.00	\$500.00	\$1,800.00	\$1,800.00	\$1,600.00	\$1,600.00	\$500.00	\$500.00
Remove and Relocate Existing Signs (00905)	LS	ALL	\$500.00	\$500.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
Pipe Sign Supports (00930)	LS	ALL	\$1,000.00	\$1,000.00	\$5,575.00	\$5,575.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
Signs, Standard Sheeting, Sheet Aluminum (00940)	SF	39	\$25.00	\$975.00	\$50.00	\$1,950.00	\$42.00	\$1,638.00	\$35.00	\$1,365.00
Pole Foundations (00970)	LS	ALL	\$8,250.00	\$8,250.00	\$17,600.00	\$17,600.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00
Lighting Poles, Fixed Base (00970)	LS	ALL	\$25,000.00	\$25,000.00	\$17,600.00	\$17,600.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00
Luminaires, Lamps, and Ballasts (00970)	LS	ALL	\$2,000.00	\$2,000.00	\$13,200.00	\$13,200.00	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00
Switching, Conduit, and Wiring (00970)	LS	ALL	\$8,800.00	\$8,800.00	\$134,200.00	\$134,200.00	\$65,000.00	\$65,000.00	\$70,000.00	\$70,000.00
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS SUBTOTAL					\$ 193,725		\$ 122,238		\$ 132,365	
RIGHT-OF-WAY DEVELOPMENT (01000)										
Soil Testing (01040)	EA	1	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$150.00	\$150.00
Topsoil (01040)	CY	17	\$65.00	\$1,105.00	\$50.00	\$850.00	\$90.00	\$1,530.00	\$80.00	\$1,360.00
Soil Conditioners (01040)	CY	3	\$120.00	\$360.00	\$100.00	\$300.00	\$150.00	\$450.00	\$210.00	\$630.00
4" Pot Plant (01040)	EA	28	\$14.00	\$392.00	\$10.00	\$280.00	\$12.00	\$336.00	\$16.00	\$448.00
1 Gallon Size Plant (01040)	EA	159	\$22.00	\$3,498.00	\$15.00	\$2,385.00	\$15.00	\$2,385.00	\$15.00	\$2,385.00
2 Gallon Size Plant (01040)	EA	17	\$38.00	\$646.00	\$20.00	\$340.00	\$25.00	\$425.00	\$35.00	\$595.00
Bark Mulch (01040)	CY	3	\$100.00	\$300.00	\$150.00	\$450.00	\$150.00	\$450.00	\$75.00	\$225.00
Hanging Basket (01040)	EA	4	\$600.00	\$2,400.00	\$200.00	\$800.00	\$75.00	\$300.00	\$1,500.00	\$6,000.00
Bench (01095)	EA	1	\$2,300.00	\$2,300.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
Bike Rack (01095)	EA	4	\$900.00	\$3,600.00	\$3,500.00	\$14,000.00	\$1,200.00	\$4,800.00	\$1,500.00	\$6,000.00
Trash Receptacle (01095)	EA	2	\$2,400.00	\$4,800.00	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00
RIGHT-OF-WAY DEVELOPMENT SUBTOTAL					\$ 29,605		\$ 17,676		\$ 28,293	
WATER SUPPLY SYSTEMS (01100)										
Irrigation System (1120)	LS	ALL	\$15,400.00	\$15,400.00	\$8,500.00	\$8,500.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
Moving Existing Hydrants (01160)	LS	ALL	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00
1 Inch Water Service Connection Piping (01170)	LF	35	\$72.00	\$2,520.00	\$100.00	\$3,500.00	\$115.00	\$4,025.00	\$55.00	\$1,925.00
1 Inch Water Meter Assembly (01170)	EA	2	\$5,000.00	\$10,000.00	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00	\$2,000.00	\$4,000.00
Install Drinking Fountain (agency furnished)	EA	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,800.00	\$2,800.00	\$2,000.00	\$2,000.00
RIGHT-OF-WAY DEVELOPMENT SUBTOTAL					\$ 20,500		\$ 55,825		\$ 50,925	

1st & St Helens Intersection Improvements
Bid Tabs - R-685
City of St. Helens



					TFT Construction		Kerr Contractors		Moore Excavation	
ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
TOTAL CONSTRUCTION COST \$					630,415	BID \$ 780,418	BID \$ 959,490		BID \$1,008,906	
5% Contingency \$					31,530	TFT CONSTRUCTION	KERR CONTACTORS		MOORE EXCAVATING*	
TOTAL ESTIMATED PROJECT COST \$					661,945					

* Total Price different than submitted bid due to hand calculations not accounting for rounded quantity values.

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. FOR AND IN CONSIDERATION OF the payment to the plaintiff Cascades Holding US Inc., dba Cascades Tissue Group-Oregon (“Plaintiff” or “Cascades”) of the sum of one hundred and twenty-five thousand dollars (\$125,000), Cascades hereby releases and forever discharges, on behalf of itself, its past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, predecessors and successors in interest, the following defendants: The City of St. Helens (“City”) and its officers, City Council, attorneys, insurers, agents, representatives, employees, and predecessors and successors in interest, and Comfort Construction, LLC and its past, present and future officers, members, attorneys, agents, representatives, employees, insurers, predecessors and successors in interest, and assigns (“Comfort”) from any and all past, present, or future claims, actions, causes of action, claims or demands for damages, benefits, obligations, attorney’s fees, costs, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown injuries or damages resulting from, related to, or alleged in Plaintiff’s Complaint in the lawsuit entitled: *Cascades Holding US Inc., dba Cascades Tissue Group-Oregon v. City of St. Helens and Comfort Construction, LLC*, Columbia County Circuit Court Case No. 21CV24796 (the “Lawsuit”) filed as the result of claimed damages and losses allegedly occurring as a result of certain actions by Comfort or its agents, and the City on or about January 24, 2020 at the paper mill located on a portion of industrial property located at 1300 Kaster Road in St. Helens, Oregon (the “Incident”). Comfort and the City likewise release and forever discharge Cascades and its affiliates and parent company, along with Cascades’ officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, and predecessors and successors in interest, from any counterclaims or demands relating to the Incident or which could have been raised in the Lawsuit.

2. Comfort, via its insurer, will tender payment no later than 30 days from the date of receipt of the executed version of this Release either via wire transfer pursuant to wire instructions provided by Cascades or in a check payable to Cascades Holding US Inc. in the amount of \$125,000. Comfort’s insurer, Cincinnati Specialty Underwriters Insurance Company, will be directly responsible to Cascades for the payment of the settlement funds agreed to herein.

3. Plaintiff agrees to dismiss the Lawsuit, with prejudice and without award of costs or attorney’s fees, within fourteen (14) days of receipt of payment.

4. Plaintiff hereby acknowledges and assumes all risks, chance, or hazard that the said damage may be or become permanent, progressive, greater or more extensive than is now known, anticipated or expected. Plaintiff understands that all known and unknown damages and injuries are covered by this Release. Plaintiff understands that this settlement is intended to forever eliminate any further or additional claims of whatever nature against the Releasees arising from or that could have arisen from the Lawsuit.

5. Plaintiff understands that this settlement is a compromise and is not to be construed as an admission of liability on the part of City and Comfort, by which liability is expressly denied.

6. Plaintiff understands that all tax consequences and tax reporting obligations are solely its responsibility.

7. In consideration of this settlement Plaintiff agrees to release any claims that were or could have been alleged by the Plaintiff arising out of the Incident or related to the Lawsuit, whether such claims be based on contract, tort, or any other theory of law. In further consideration of this settlement, Plaintiff agrees not to make any claim or to pursue any action in law or equity or in any proceeding of any description against the City or Comfort on account of any claim for damages which may have resulted or may accrue in the future from the Lawsuit.

8. Plaintiff represents and warrants that it has sole ownership of the claims, demands, obligations or causes of action ("Claims") referenced to in Paragraph 1 of this Release and that no other person, party, or entity had or has any interest in such Claims. Plaintiff represents that she has the sole right and exclusive authority to execute this Release and she has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, obligations, or causes of action referred to in this Release.

9. In consideration of Comfort's payments made pursuant to Paragraph 1 of this Release and the City not asserting cross-claims against Comfort, Comfort and, the City hereby releases and forever discharge each other from any and all past, present, or future claims, actions, causes of action, claims or demands for damages, benefits, obligations, attorney's fees, costs, personal injuries, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown injuries or damages resulting from or relating to the Incident or which could have been alleged in the Lawsuit.

10. This release contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

Cascades Holding US Inc., dba Cascades
Tissue Group-Oregon

BY: _____

ITS: Vice-President, Operations

DATED: _____

Comfort Construction LLC

BY: _____

ITS: _____

DATED: _____

The City of St. Helens

BY: _____

ITS: _____

DATED: _____

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 **Jonathan J. Ellis** (“Contractor”).

RECITALS

A. The City is in need of Municipal Finance Services, 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 Municipal Finance Services required for the efficient and effective administration of the City of St Helen’s Finance Department, and Contractor accepts such engagement. The principal contact for Contractor shall be Jonathan J. Ellis, phone 503-910-2533, email jon-ellis@comcast.net.

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 upon the successful recruitment and hiring of a City Finance Director, but no later than December 31, 2022. The City reserves the exclusive right to extend the contract for a specified period of time. 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 limited to the remuneration and compensation described in this agreement.

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 compensation for these services shall be at \$55 per hour billable in 15-minute increments, 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.

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: Jonathan J. Ellis
3595 Echo Drive NW
Salem, OR 97304

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. WAIVED BY CITY (Initials of City Official: )

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: *John Walsen*Print: John WalsenTitle: City Administrator

Date: _____

CONTRACTOR:**JONATHAN J. ELLIS**Signature: *Jonathan J. Ellis*Print: Jonathan J. EllisTitle: Financial Services ConsultantDate: 8/24/22

ATTACHMENT A

Scope of Work

For the term of this contract and any subsequent extensions, Contractor will provide Financial Services to the City of St Helens consisting of the following:

- Monitor, advise, and report to City Administrator and/or elected officials on the safeguard of the City's Financial Assets
- Provide assistance/guidance to Finance Department personnel on their ongoing duties and processes
- Review City Financial transaction to assure compliance with applicable Financial Policies and Oregon State regulations. To include but not limited to Cash and Investments; Debt Management, Accounts Payable, Payroll, and Utility Billing.
- Budget review, monitoring, and required/requested reporting.
- Reporting: Review and/or prepare the ongoing monthly and quarterly financial reports; applicable debt compliance reporting; and other reports as requested by City administrator and/or Departments.
- Start preparing annual year-end audit worksheets/reconciliation for review by City Audit firm.
- Provide complex financial analysis upon request (i.e. assessing operational opportunities, assessments of Utility Rates, etc)
- Other duties as assigned by the City Manager.

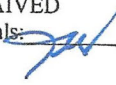
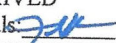
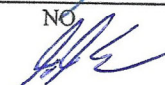

Expectations of Work

For the term of this contract and any subsequent extensions, Contractor will work within the following expectations of municipal finance services provided to the City of St. Helens consisting of the following:

- Work with City Administrator, Department Managers, and Finance Department Staff in the dissemination of financial information (preparation, interpretation, dissemination).
- Be readily accessible to City Administrator, Department Managers, and Finance Department Staff during City Hall regular scheduled working hours
- Work a minimum of 2.5 days per week at City Hall Finance Department Facilities with any additional work conducted remotely.
- Be readily available to attend public meetings as directed by City Administrator
- Establish and maintain professional working relationships with city employees, city officials and public.
- All financial documents (ie. analysis, worksheets, correspondence, reports) shall be maintain in finance department files (electronically and/or binders) at City Hall Facilities.

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	WAIVED City Initials: 
	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	WAIVED City Initials: 
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: <u>no employees</u>		NO 
Professional Liability	Per occurrence	\$500,000 or per contract	WAIVED City Initials: 
	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.

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.

City of St. Helens

AMENDMENT OF PERSONAL SERVICES AGREEMENT

This Amendment is made on August 26, 2022, 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 additional design services for Additional Signage and Graphics to the Agreement. The Scope of Work and terms of compensation for Additional Signage and Graphics is included as **Attachment A**.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The Agreement signed on or about March 4, 2021 shall be amended to include Additional Signage and Graphics, 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: _____

Name: _____

Its: _____

By:  _____

Name: Jeramie Shane

Its: Vice President

August 16, 2022

John Walsh
City of St. Helens
St. Helens, Oregon

Re: St. Helens Riverwalk Additional Services - Signage and Graphics
M/R Project #: SHR-21003

Dear John:

Based on the scope meeting on July 28, 2022, and follow-up comments, I have revised the following proposal for your consideration. Mayer/Reed will provide design services for the following items during CD phase unless otherwise noted:

1. Canoe – design a small plaque to be attached to canoe that includes name, who built and provided it and why it's there.
2. Dog Statue – design a small, descriptive plaque to be mounted flat nearby dog.
3. Capital Campaign Recognition – study opportunities for displaying permanent, capital campaign donor names including stage naming and a list of donors with room for growth to accommodate future gifts. To be located on stage structure or adjacent storage structure. Art files to be created during construction. Templates to be provided for future additions.
4. Pavilion Art Glass – determine process and cost options for potential art glass canopy. Pattern, color studies, image selection and art files to be created during construction if Bid Alternate is chosen.
5. Sliding Stage Panels – determine process and cost options for potential graphic on panels and storage exterior. Pattern, color studies, image selection and art files to be created during construction if Bid Alternate is chosen.

We propose to provide these services for the lump sum of \$5,400 excluding expenses. Billing rates, expenses and payment terms per existing contract.

Sincerely,

Mayer/Reed, Inc.



Kathy Fry
Principal

Oregon Parks and Recreation Department

Land and Water Conservation Fund Grant Agreement

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and **City of Sutherlin**, hereinafter referred to as the "Grantee".

OPRD Grant Number: 41-01622 / OP2558

Project Title: St. Helens Riverwalk Phase 1

Project Type (purpose): Development

Project Description: This project includes demolition, site preparation, earthwork, installation of erosion control measures, construction of a boardwalk and concrete riverwalk, and the addition of riverwalk amenities at Columbia View Park.

Grant Funds /

Maximum Reimbursement: \$500,000.00 (31.08%)

Grantee Match Participation: \$1,108,849.00 (68.92%)

Total Project Cost: \$1,608,849.00

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the "Project Scope and Budget" included as Attachment B. The source of the Grant funds is the United States Department of the Interior, National Park Service, as specified in the Land and Water Conservation Fund Project Agreement. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at oprdrgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid by Grantee. Grantee may request reimbursement as often as quarterly for costs accrued to date.

The Grant Funds shall be used solely for the Project described in Attachment B and shall not be used for any other purpose. Grantee may begin work upon receipt of a Notice to Proceed from the State and shall have one year from the date of the Notice to Proceed to commence substantial work (i.e., to award contracts for work or show at least 25% of the Project is complete). Failure to comply with this requirement may result in cancellation of the Project and termination of this Agreement and no expenses incurred by Grantee will be eligible for reimbursement. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to the terms of this Agreement.

State Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The State Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

Reimbursement Terms: Based on the estimated Project Cost of **\$1,608,849.00**, and the Grantee's Match participation rate of **68.92%**, **the reimbursement rate will be 31.08%**. Upon successful completion of the Project, and of the requirements set forth in the "Retention" and "Final Report and Request for Reimbursement" sections below, and receipt by OPRD of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **31.08%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Land and Water Conservation Fund Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

Progress Reports: Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **three-month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdrgrants.org.

Responsibility for Grant Funds: Any Grantee of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Grantee's breach of the conditions of this Agreement, and shall, upon Grantee's breach of conditions that requires State to return funds to the federal government, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Grantee of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **September 30, 2024** (Project Completion Date). If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before the Project Completion Date. No Grant Funds are available for any expenditures after the Project Completion Date.

Retention: OPRD shall disburse up to 75 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 25 percent of the Grant Funds upon approval by OPRD of the Final Report and the completed Project. Grantee must submit its final request for reimbursement following completion of the Project and no later than 45 days after the Project Completion Date. If Grantee fails to submit the final request for reimbursement within 45 days after the Project Completion Date, OPRD may elect not to disburse the final 25 percent of Grant Funds. Final payment will be made upon satisfactory completion, as determined by OPRD, of the Project. Eligible costs are the reasonable and necessary costs incurred by Grantee in performance of the Project and that are not excluded from reimbursement by OPRD, either by this Agreement or by exclusion as a result of financial review or audit.

Final Report and Request for Reimbursement: Grantee must schedule a Final Inspection, submit a Final Progress Report, Final Reimbursement Request, Final Project Boundary Map, and an As-Built Site Plan of the completed project to OPRD within 45 days of the Project Completion Date. OPRD will conduct a final inspection of the Project within 90 days of the Project Completion Date. Grantee shall assist OPRD and cooperate fully to the satisfaction of OPRD with all inspections that OPRD conducts.

Within 90 days of the earlier of the Project Completion Date or the Project Expiration Date, administrative and financial closeout of the Grant must occur. During this 90-day period, the following documents must be provided to the National Park Service before the Service can approve and process any Final Payment:

- i. a final report attesting to the completion of the project in accordance with the approved project agreement/amendment;
- ii. a final on-site inspection report for development projects;
- iii. a completed site plan (up to 14 inches x 17 inches in size) indicating the type and location of Fund-assisted facilities and/or acquired properties along with the official park or site name unless previously submitted or evident on the signed and dated LWCF map;
- iv. a signed and dated Section LWCF project boundary map if more accurate than the current one in the NPS file including the delineation of any newly added parcels as a result of the project;
- v. if applicable, a completed certification by the State Liaison Officer that the State has reviewed each appraisal associated with this project per federal requirements;
- vi. other required documentation not previously submitted; and
- vii. Digital images of completed project.

Publicity and Project Sign: Grantee shall make every effort to acknowledge and publicize OPRD's participation and assistance with the project. When the project is completed, Grantee shall post a permanent acknowledgement sign supplied by the State, or of their own design, as long as the LWCF logo is used, in a conspicuous location at the project site, acknowledging grant funding and the State's participation in the Project. Grantee also agrees to maintain

the signs throughout the life of the project. State may withhold final reimbursement payment until signage has been placed.

Agreement Documents: Included as part of this Agreement are:

- Attachment A: Standard Terms and Conditions
- Attachment B: Project Scope of Work and Budget
- Attachment C: Federal Grant Agreement
- Attachment D: Inadvertent Discovery Plan for Cultural Resources

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment C, Attachment D, Attachment B.

Contractor or Sub-Recipient Determination: In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OPRD's determination is that:

☒ [X] Recipient is a sub-recipient; OR ☐ [] Recipient is a contractor.

Federal Award Identification information required by 2 CFR § 200.331(a)(1)

- (i) Subrecipient name: **City of St. Helens**
- (ii) Subrecipient's UEI number: **QL21TTFKS111**
- (iii) Federal Award Identification Number (FAIN): **P22AP01823-00 / 41-01622**
- (iv) Federal Award Date: **August 18, 2022**
- (v) Sub-award Period of Performance Start and End Date: **August 18, 2022 to September 30, 2024**
- (vi) Total Amount of Federal Funds Obligated by this Agreement: **\$526,200.00**
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: **\$500,000.00**
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$500,000.00**
- (ix) Federal award project description: **Work for this project includes demolition, site preparation, and earthwork; installation of erosion control measures, 350 linear feet of boardwalk, 80 linear feet of concrete riverwalk, seating, signage, and lighting; slope stabilization and riparian planting.**
Special condition: all work must stay above the ordinary high-water mark, as indicated in the project proposal.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: **National Park Service, Department of the Interior**
 - (b) Name of pass-through entity: **Oregon Parks and Recreation Department**
 - (c) Contact information for awarding official of the pass-through entity: **Lisa Sumption, State Liaison Officer (503) 986-0660**
- (xi) CFDA Number and Name: **15.916 Outdoor Recreation Acquisition, Development and Planning**
- (xii) Is Award R&D? **No**
- (xiii) Indirect cost rate for the Federal award: **0%**

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

CITY OF ST. HELENS

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required in local process)

By _____
Grantee's Legal Counsel

Date _____

Grantee Contact:

Jenny Dimsho
Associate Planner / Community Development Project
Manager
265 Strand St
St Helens, OR 97051
(503) 366-8207
jdimsho@sthelensoregon.gov

State Contact:

Nohemi Enciso
Grant Program Coordinator
725 Summer Street NE, Suite C
Salem, OR 97301
(503) 480-9092
nohemi.enciso@oregon.gov

STATE OF OREGON, by and through its
Department of Parks and Recreation

By _____
Daniel Killam, Deputy Director of Administration

Date _____

APPROVAL RECOMMENDED

By _____
Nohemi Enciso, Grant Program Coordinator

Date _____

By _____
Michele Scalise, Grants Section Manager

Date _____

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

By: *Approved for legal sufficiency by
Sr. AAG Kristen Gallino by email dated 9/1/2022*

Attachment A – Standard Terms and Conditions

Oregon Parks and Recreation Department Land and Water Conservation Fund Program Agreement

1. **Compliance with Law; Remedies:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the Project, including without limitation OAR chapter 736, Division 8 (the Land and Water Conservation Fund administrative rules) and laws prohibiting discrimination on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, age, and source of income or mental or physical disability in the performance of this Agreement. Without limiting the generality of the forgoing, Grantee shall comply with the LAND AND WATER CONSERVATION FUND GRANT AGREEMENT (the Federal Project Agreement), attached hereto as Attachment C as though the term “State” as used in Attachment C means “Grantee” except where the intent of the terms means only the State of Oregon. The benefit to be derived from full compliance by the Grantee with the terms of this Agreement is the preservation, protection, and the net increase in the quantity and quality of public outdoor recreation facilities and resources which are available to the people of the State of Oregon and of the United States, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money and other assistance furnished under the terms of this Agreement, Grantee agrees that payment by the Grantee to State of an amount equal to the value of any assistance extended under this Agreement would be inadequate compensation to State for any breach by the Grantee of this Agreement. Grantee further agrees, therefore, that the appropriate remedy for State in the event of a breach by the Grantee of this Agreement shall be the specific performance of the Agreement.
2. **Compliance with Workers Compensation Laws:** Grantee shall ensure that each of its sub-grantees, contractors and subcontractors that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Liability insurance with coverage limits of not less than \$500,000 must be included. Should Grantee employ subject workers who work under this Agreement, Grantee shall provide workers' compensation coverage as required by Tribal law.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties. Notwithstanding any other provision to the contrary, if Grantee seeks any changes in either the Project Scope or the Project Budget (a “Project Change”) Grantee must obtain prior approval of State as specified below. The Grantee shall be fully responsible for all costs that occur outside the established Project Scope, schedule or budget and prior to State's approval of a Project Change. State may in its sole discretion, approve or disapprove of any proposed Project Change in Project Scope or Project Budget. In the event State approves Project Change, such Change must be reduced to writing and implemented as an amendment to this Agreement. The following Project Changes must be approved by State to be eligible for funding under this Agreement:
 - a. Any significant change or reduction in the Scope of Work described in the Project Description of Attachment B (Project Application, including the Project description and project budget).
 - b. Any deviation from the original Project Budget set forth in Attachment B. Any budget change request must explain in detail what change is requested, the reason for the requested change, and any efforts that Grantor has made or will make to mitigate the effect of the proposed budget change.
4. **Records Maintenance and Access; Audit:** Grantee shall document, maintain and submit records

to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.

a. Access to Records and Facilities. OPRD, the Secretary of State of the State of Oregon (Secretary), the United States Department of the Interior, or their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, OPRD, the Secretary, the United States Department of the Interior and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of OPRD, the Secretary, or their designees to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following expiration or termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. Audit Requirements.

i. Grantees receiving federal funds in excess of \$750,000 in a fiscal year are subject to audit conducted in accordance with 2 CFR Part 200, Subpart F. If subject to this requirement, Grantee shall, at Grantee's own expense, submit to State, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement.

ii. Grantee shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and either State or State of Oregon.

5. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Project Scope (which is attached and incorporated into Attachment B) shall be dedicated and used in perpetuity for public outdoor recreation from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD and National Park Service (NPS). Further, Section 6(f)(3) of the LWCF Act requires that no property acquired or developed with LWCF assistance shall be converted to other than public outdoor recreation uses without the approval of the Secretary of the Department of the Interior. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed and safeguards shall be included to adequately ensure the perpetual use requirement contained in the LWCF Act. Property within the Project boundary acquired or developed with LWCF assistance shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless NPS and OPRD, or a successor agency, consents to removal of the dedication.
6. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD and NPS within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the

discovery of the conversion or disposal. Grantees must consult early with the OPRD when a conversion is under consideration or has been discovered.

The warranties set forth in Section 5 and this Section 6 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

7. **Public Access to the Project:** The Project Sponsor shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
8. **Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of OPRD. Grantee has no right or authority to incur or create any obligation for or legally bind OPRD in any way. OPRD cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of OPRD, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
9. **Continued Operation:** Upon completion of the Project, Project Sponsor shall be responsible for the operation and maintenance of said facility for public outdoor recreation in the manner and according to the standards set forth in the Department of the Interior Manual.
10. **Contribution; Subcontractor Indemnity and Insurance:**
Grantee shall defend, indemnify, save and hold harmless and release the State, its officers and employees from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and reasonable attorneys' fees and expenses at trial, on appeal and in connection with any petition for review, arising out of or relating to Grantee, its officers, employees, or agents in connection with this Agreement or the Project, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by the federal government, the Oregon Bureau of Labor and Industries and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction over the Project, arising from the Project or the actions or omissions of Grantee.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon the following:
 - a. OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement;
 - b. Grantee's compliance with the terms of this Agreement, including all Attachments; and
 - c. Grantee's representations and warranties set forth in Section 13 hereof are true and correct on

the date of disbursement with the same effect as though made on the date of disbursement.

12. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement. Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.
13. **Representations and Warranties of Grantee.** Grantee represents and warrants to State as follows:
 - a. **Organization and Authority.** Grantee is a duly organized and validly existing County under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement, including all Attachments, or implied by law.

14. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State. Any funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Grantee shall return all such unexpended funds to State within 14 days after the earlier of expiration

or termination of this agreement.

15. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
16. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
17. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties agree the Oregon Parks and Recreation Department Director will make the final decision to resolve any dispute arising out of this Agreement.
18. **Entire Agreement:** This Agreement, including all Attachments, constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
19. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
20. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
21. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

22. DISALLOWANCE OF COSTS:

22.1 Agency Not Responsible for Disallowed Costs. Agency neither is responsible for nor shall it pay for any costs disallowed either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by Agency except for costs incurred by Grantee solely due to the negligence of Agency, its employees, officers or agents. If a cost is disallowed by Agency after reimbursement has occurred, Grantee shall, within thirty (30) days of notice of disallowance or such other date as may be required by Agency, either demonstrate to the satisfaction of Agency that such disallowance is in error or make repayment of such cost.

22.2 Recovery of Disallowed Costs. If Grantee is a county, such disallowed costs may be recovered by Agency only through repayment or withholding to the extent permitted by the [Oregon Constitution](#), and particularly Article XI, Section 10. If Grantee is other than a county, Agency may recover such disallowed costs through repayment, withholding, offset or other means permitted under this Agreement, by law or otherwise. Grantee may, at its option, satisfy its obligation to return such costs under this Section by paying to Agency the amount of the costs or permitting Agency to recover the amount of the funds from future payments to Grantee from Agency. If Grantee fails to return the amount of the costs within fifteen (15) days after the earlier of written demand from Agency, Grantee shall be deemed to have elected the deduction option and Agency may deduct the amount demanded from any future payment from Agency to Grantee, including but not limited to: (i) any payment to Grantee from Agency under this Agreement, (ii) any payment to Grantee from Agency under any other contract or agreement, present or future, between Agency and Grantee, and (iii) any payment to Grantee from the State of Oregon under any other contract, present or future, unless prohibited by state or federal law. Agency shall notify Grantee in writing of its intent to recover funds and identify the program from which the deduction will be made. Grantee shall have the right to, not later than fourteen (14) calendar days from the date of Agency's notice, request the deduction be made from a future payment(s) identified by Grantee. To the extent that Agency's recovery of funds from the future payment(s) suggested by Grantee is feasible, Agency shall comply with Grantee's request. In no case without the prior consent of Grantee, shall the amount of recovery deducted from any one obligation owing to Grantee exceed twenty-five percent (25%) of the amount from which the deduction was taken. Agency may seek recovery from as many future payments as necessary to fully recover the amount of funds. Agency's right to recover funds from Grantee under this subsection is not subject to or conditioned on Grantee's recovery of money from any subcontractor or sub-recipient. The terms of this section shall survive the termination of this agreement.

22.3 Grantee Cooperation. Grantee shall cooperate with Agency and all appropriate investigative agencies and shall assist in recovering invalid payments.

23. Build America, Buy America Act Requirements: As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all contracts, subcontracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

LWCF Grant Agreement – Attachment B

Project Scope of Work and Budget

41-01622 / OP2558

St Helens Riverwalk Phase 1

Project Scope:

This project includes demolition, site preparation, earthwork, installation of erosion control measures, construction of a boardwalk and concrete riverwalk, and will add riverwalk amenities at Columbia View Park in St. Helens, OR.

Budget Summary:

Grant Funds/Maximum Reimbursement	500,000.00 (31.08%)
Grantee Match Participation	1,108,849.00 (68.92%)
Total Project Cost	1,608,849.00

Project Budget:

Expense Item	Cost or Valuation
Mobilization	104,500.00
Erosion Control	20,900.00
Cantilevered Boardwalk (350 LF at 10' wide boardwalk + 8' wide concrete) Includes fiberglass grate decking, concrete pier and steel supports, guardrail, and overlook feature	873,846.00
Concrete Riverwalk (80 LF, 12' wide)	170,361.00
Riverwalk Amenities (furnishing, signage, & lighting)	169,609.00
Shoreline Restoration (slope stabilization & riparian planting)	97,476.00
Project Administration	70,790.00
Permitting/Compliance	58,513.00
Demolition/site preparation & Excavation/earthwork	42,854.00
Total Project Cost	1,608,849.00

Source of Match:

Source	Amount
Local Government Grant Program grant	338,500.00
City staff in-kind labor	156,498.00
City Cash / Timber Sales Revenue	613,851.00
Total Match	1,108,849.00

Grant Agreement P22AP01823/41-01622
Between
THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
AND
OREGON PARKS AND RECREATION DEPARTMENT

Table of Contents

ARTICLE I – DEPARTMENT OF THE INTERIOR STANDARD TERMS AND CONDITIONS	2
ARTICLE II – LEGAL AUTHORITY	2
ARTICLE III – PERFORMANCE GOALS AND PROJECT OBJECTIVES	2
ARTICLE IV – PUBLIC PURPOSE.....	2
ARTICLE V – COVID-19 PROVISIONS	2
ARTICLE VI - STATEMENT OF WORK.....	3
ARTICLE VII – RESPONSIBILITIES OF THE PARTIES	3
ARTICLE VIII – COST-SHARE REQUIREMENT	4
ARTICLE IX – PRE-AWARD INCURRENCE OF COSTS.....	4
ARTICLE X – APPROVED INDIRECT RATE.....	4
ARTICLE XI – KEY OFFICIALS	4
ARTICLE XII – AWARD AND PAYMENT	5
ARTICLE XIII – PRIOR APPROVAL.....	6
ARTICLE XIV – INSURANCE AND LIABILITY	6
ARTICLE XV – REPORTS AND/OR OUTPUTS/OUTCOMES	6
ARTICLE XVI – PROPERTY UTILIZATION.....	7
ARTICLE XVII – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION	7
ARTICLE XVIII – REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE.....	7
ARTICLE XIX – FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS).....	9
ARTICLE XX - PATENTS AND INVENTIONS (37 CFR 401)	9
ARTICLE XXI - ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA’S WORKERS PER E.O. 14005 (dated January 25, 2021).....	15
ARTICLE XXII - SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. § 794 (d))	15
ARTICLE XXIII – GEOSPATIAL DATA	16
ARTICLE XXIV - GENERAL AND SPECIAL PROVISIONS	16
ARTICLE XXV – BUILD AMERICA, BUY AMERICA.....	19
SIGNATURES	22
ATTACHMENTS	22

ARTICLE I – DEPARTMENT OF THE INTERIOR STANDARD TERMS AND CONDITIONS

Recipients must also adhere the Department of the Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions> (version effective December 19, 2019-revised June 19, 2020), except the provision related to the Davis-Bacon Act in Section VII.

ARTICLE II – LEGAL AUTHORITY

The NPS enters into this Agreement pursuant to the Land and Water Conservation Fund (LWCF) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. § 200301 et seq.).

ARTICLE III – PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goals –LWCF financial assistance is provided to assure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public. This grant project will increase and improve public outdoor recreation opportunity by renovating Columbia View Park. Residents and visitors to St Helens will benefit from expanded pedestrian trails along the Columbia River.
- B. Project Objectives – At the time of completion, this project will allow visitors to safely walk along over 400 feet of trail furnished with lighting, signage and guardrails.

ARTICLE IV – PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

ARTICLE V – COVID-19 PROVISIONS

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park

Service property or resources. Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

ARTICLE VI - STATEMENT OF WORK

Work for this project includes demolition, site preparation, and earthwork; installation of erosion control measures, 350 linear feet of boardwalk, 80 linear feet of concrete riverwalk, seating, signage, and lighting; slope stabilization and riparian planting.

A waiver of retroactivity for this project was approved on August 18, 2022 with a period of performance from August 18, 2022 through September 30, 2025.

The Recipient shall adhere to the approved statement of work as set forth here and in Attachment F of this agreement.

ARTICLE VII – RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. Administer the grant to the Subrecipient, who will carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient and Subrecipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. Ensure that Subrecipient understands they are subject to the requirements of 2 CFR § 200.92 Subaward; 200.101 Applicability; and 200.332 Requirements for pass-through entities.
3. Hire qualified consultants and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.
4. Conduct inspections of the project site in accordance with the State's inspection agreement and Attachment A, Part III.B.
5. Verify the Subrecipient's actual project expenses and match contributions before submitting requests for reimbursement to the NPS.
6. Collect and submit annual and final performance and financial reports in accordance with Article XIV.

7. Ensure documentation memorializing the LWCF assistance is recorded with the property deed(s) by the time of grant closing in accordance with Attachment A, Part II.F.

B. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and providing technical assistance at the request of the recipient.

C. Special Conditions:

1. All work must stay above the ordinary high water mark, as indicated in the project proposal.
2. No indirect costs may be drawn until a new Negotiated Indirect Cost Rate Agreement is approved and submitted to NPS..

ARTICLE VIII – COST-SHARE REQUIREMENT

At least 68.92 % non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

ARTICLE IX – PRE-AWARD INCURRENCE OF COSTS

The Recipient is not authorized to reimbursement for, or use as match, costs incurred prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

ARTICLE X – APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate.

The recipient has proposed an 18.97% indirect cost rate, which is applied against the direct cost base. This rate has been accepted as a provisional indirect rate and is subject to change. The Recipient must coordinate review and approval of their indirect cost rate with the Acquisition Services Directorate, Interior Business Center (ASD/IBC), Department of the Interior within six (6) months of award in accordance with the applicable provisions of 2 CFR Part 200.

ARTICLE XI – KEY OFFICIALS

A. **Communications.** Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer.

Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

- B. **Changes in Key Officials.** Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE XII – AWARD AND PAYMENT

- A. The NPS will provide funding to the Recipient in an amount not to exceed \$526,200.00 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as applicable in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
 - D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
 - E. Any non–Federal share, whether in cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

ARTICLE XIII – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

ARTICLE XIV – INSURANCE AND LIABILITY

NOT APPLICABLE

ARTICLE XV – REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same

reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions “Manage Reports” functionality.

- B. A final Performance Report and final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, the NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
- D. Refer to the LWCF Manual Chapter 7.G.3 for the documentation required to close out an LWCF grant.

ARTICLE XVI – PROPERTY UTILIZATION

NOT APPLICABLE

ARTICLE XVII – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS AO and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is noncompliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339 and the LWCF General Provisions in Attachment A.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

ARTICLE XVIII – REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

- A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and

Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

Submit the information required about each proceeding that:

- a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b) Reached its final disposition during the most recent five-year period; and
- c) Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

ARTICLE XIX – FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

NOT APPLICABLE

ARTICLE XX - PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety

of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

ARTICLE XXI - ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

ARTICLE XXII - SECTION 508 OF THE REHABILITATION ACT OF 1973 ([29 U.S.C. §794 \(d\)](#))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View [Section 508 of the Rehabilitation Act, Standards and Guidelines](#) for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov, Create Accessible Digital Products](#). All accessible digital content must conform to the requirements and techniques of the [Web Content Accessibility Guidelines \(WCAG\) 2.0 or later](#), Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

ARTICLE XXIII – GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

ARTICLE XXIV - GENERAL AND SPECIAL PROVISIONS

1. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
2. **Anti–Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
3. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its

Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
5. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
6. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
7. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
8. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
9. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
10. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
11. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (*2 CFR §200.305 (5)*). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

12. Rights in Data. The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

13. Conflict of Interest

(a) Applicability.

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

- (1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The

recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 U.S.C. 1352.

- (e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

ARTICLE XXV – BUILD AMERICA, BUY AMERICA

Note: This term effective as of January 13, 2023. For more information on DOI’s approved waiver, see: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to <https://www.doi.gov/grants/buyamerica> and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.

3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at <https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement by reference:

Attachment A. LWCF General Provisions

Attachment B. LWCF Federal Financial Assistance Manual (v. 71, March 11, 2021)

Attachment C. SF-424 – Application for Federal Assistance

Attachment D. SF-424C – Budget Information for Construction Programs

Attachment E. SF-424D – Assurances for Construction Programs

Attachment F. Project Application and Attachments

Attachment G. 36 CFR Part 59

ATTACHMENT A LWCF GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended

under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4)

resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
2. Within 120 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XIV of this Agreement for approval by the NPS prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.



United States Department of the Interior

NATIONAL PARK SERVICE

601 Riverfront Drive

Omaha, NE 68102

IN REPLY REFER TO:
10.B(2550)

L32(MWR-LWCF)

August 18, 2022

Ms. Michele Scalise
Manager/ASLO
Oregon State Parks
Grants and Community Programs
725 Summer St., Suite C
Salem, Oregon 97301

Dear Ms. Scalise:

This is in response to your April 26, 2022, request for a waiver of retroactivity for two Oregon 2020 projects. I am granting approval for a waiver of retroactivity for 41-01622, St. Helens Riverwalk Phase I to preserve the eligibility of expenses incurred while the applications for a Land and Water Conservation Fund grant is pending. A waiver of retroactivity for 41-01621, Ford's Pond Community Park Accessible Path is no longer required, as the grant has been awarded.

Retractive costs are not reimbursable or allowable as match under ordinary circumstances. This developmental waiver of retroactivity is allowable because Tribal consultation has taken place, Section 106 of the National Historic Preservation Act is complete, NEPA requirements have been met and the National Park Service is currently unable to administratively process this grant in our system.

Project number 41-01622 will be processed with a period of performance date of August 18, 2022, through September 30, 2025.

Sincerely,

KELLY

PEARCE

Kelly Pearce

Awarding Officer

State & Local Assistance Programs

Digitally signed by KELLY
PEARCE
Date: 2022.08.18 13:05:11
-05'00'

Budget Narrative	
Sponsor: City of St. Helens State: Oregon Indirect Cost Rate: 5.24% Project Name: St. Helens Riverwalk Phase I Project Number: 41-01622 Date: 7/13/2021	
Item	
Mobilization	\$104,500.00
Erosion Control	\$20,900.00
Cantilevered Boardwalk (350 LF at 10' wide boardwalk + 8' wide concrete) Includes Fiberglass Grate Decking, Concrete Pier and Steel Supports, Guardrail, and Overlook Feature	\$873,846.00
Concrete Riverwalk (80 LF, 12' wide)	\$170,361.00
Riverwalk Amenities (Furnishing, Signage, & Lighting)	\$169,609.00
Shoreline Restoration (Slope Stabilization & Riparian Planting)	\$97,476.00
Project Administration (in-kind)	\$70,790.00
Permitting/Compliance	\$58,513.00
Demolition/Site Preparation & Excavation/Earthwork (in-kind)	\$42,854.00
Subtotal	\$1,608,849.00
Indirect Cost	\$84,303.69
Total	\$1,693,152.69
Federal share of project costs	\$500,000.00
Federal share of indirect costs	\$26,200.00
Total Federal Share	\$526,200.00
% Federal Share	31.08%
State share of indirect costs	\$58,103.69
Sponsor share of project costs	\$1,108,849.00
	\$1,166,952.69

ATTACHMENT D

ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP)

Archaeological materials are the physical remains of the activities of people in the past. This IDP should be followed should any archaeological sites, objects, or human remains be found. Archaeological materials are protected under Federal and State laws and their disturbance can result in criminal penalties.

This document pertains to the work of the Contractor, including any and all individuals, organizations, or companies associated with the project.

WHAT MAY BE ENCOUNTERED

Archaeological material may be found during any ground-disturbing activity. If encountered, all excavation and work in the area **MUST STOP**. Archaeological objects vary and can include evidence or remnants of historic-era and pre-contact activities by humans. Archaeological objects can include but are not limited to:

- **Stone flakes, arrowheads, stone tools, bone or wooden tools, baskets, beads.**
- Historic building materials such as **nails, glass, metal** such as cans, barrel rings, farm implements, **ceramics, bottles, marbles, beads.**
- Layers of **discolored earth** resulting from hearth fire
- Structural remains such as **foundations**
- **Shell Middens** (mounds)
- **Human skeletal remains** and/or **bone fragments** which may be whole or fragmented.

If in doubt call it in.

DISCOVERY PROCEDURES: WHAT TO DO IF YOU FIND SOMETHING

1. Stop ALL work in the vicinity of the find
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer—work may continue outside of this buffer
3. Notify Project Manager and Agency Official
4. Project Manager will need to contact a professional archaeologist to assess the find.
5. If archaeologist determines the find is an archaeological site or object, contact SHPO. If it is determined to *not* be archaeological, you may continue work.

HUMAN REMAINS PROCEDURES

1. If it is believed the find may be human remains, stop ALL work.
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer, then work may continue outside of this buffer with caution.
3. Cover remains from view and protect them from damage or exposure, restrict access, and leave in place until directed otherwise. **Do not take photographs. Do not speak to the media.**

4. Notify:
 - Project Manager
 - Agency Official
 - Contracted Archaeologist (if applicable)
 - Oregon State Police - **DO NOT CALL 911** 503-378-3720
 - SHPO (State Historic Preservation Office) 503-986-0690
 - LCIS (Legislative Commission on Indian Services) 503-986-1067
 - Appropriate Native American Tribes (as provided by LCIS)
5. If the site is determined not to be a crime scene by the Oregon State Police, do not move anything! The remains should continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view.
6. Do not resume any work in the buffered area until a plan is developed and carried out between the State Police, SHPO, LCIS, and appropriate Native American Tribes, and you are directed that work may proceed.

CONFIDENTIALITY

The Agency and employees shall make their best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery, and any public or media inquiry is to be reported to the Agency. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.501(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.

EXCLUSIVE NEGOTIATING AGREEMENT

THIS EXCLUSIVE NEGOTIATING AGREEMENT (the “**Agreement**”) is made and entered into as of the last date of signature indicated below (the “**Effective Date**”) by and among the CITY OF HELENS, an Oregon municipal corporation (“**City**”), and ATKINS DAME INC., an Oregon corporation (“**AD**”).

RECITALS

A. City owns a 23.16-acre property (“**Property**”) located on Millard Road within the City of St. Helens that City, as a developer, has, or is planning to, develop for the economic advantage of the City and its citizens. The Property is legally described on the attached Exhibit A.

B. The Property is zoned MU – Mixed Use.

C. The site was previously owned by the St. Helens School District and used for wetland mitigation for school projects. The City annexed the property in 2009, and at the time of annexation, the City owned the northern two-thirds of the property and the Columbia Health District owned the remaining one-third to the south. In November 2010, the Columbia Health District was dissolved, and the City now owns the entire property. The Property has been appraised by the City to establish the necessary pricing for sales.

D. In April 2021 the City published a Request for Proposals (“**RFP**”) to solicit qualified developer to purchase the Property.

E. Two proposals were received. City Council provided direction for the City to pursue negotiations with AD for a residential development on the site.

F. This Agreement confirms the basis upon which the City and AD (the “**Parties**” and each a “**Party**”) are prepared to negotiate the terms of a Purchase and Sale Agreement (“**PSA**”) and related documents for the purchase and development by AD of the Property.

The terms of this Agreement are as follows:

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Good Faith Exclusive Negotiations. The City and AD agree and covenant to negotiate the terms of the PSA in good faith. The City acknowledges that AD expended substantial time and expense, and will continue to expend time and expense, in preparing a more detailed proposal, conducting its due diligence, and refining its development proposal for the Property. During the Term (as defined below), the City agrees AD shall have the exclusive right to conduct due diligence and to negotiate with City for the rights to develop the Property, and the City will not accept, solicit, pursue or entertain any other offers or other indications of interest with respect to the Property for any development, sale or other transaction. Any decision to enter into a PSA will be in the sole and absolute discretion of each of the Parties.

2. Duration.

2.1. The term of this Agreement (as it may be extended pursuant to Section 2.2, the “**Term**”) shall end on the earliest of: (a) sixty (60) days after the Effective Date; (b) the date upon which AD notifies City that its due diligence investigation has resulted in a conclusion by AD that development of the Property is not financially feasible for AD to undertake; (c) the date the Parties agree in writing to a mutual termination of this Agreement; (d) the date of the full execution and delivery of the PSA; or (e) the date any Party provides written notice of termination, if the Party receiving notice has made a material misrepresentation in the course of negotiating this Agreement, otherwise fails to act in good faith, or becomes insolvent.

2.2. So long as the Parties continue to negotiate the terms of the PSA in good faith, AD may, by written notice to City at least ten (10) days before the end of the then-current Term, extend the time period under clause (a) of Section 2.1 for three 15 day renewal periods (each, an “**Option**”). If AD fails to deliver notice of its exercise of an Option at least ten (10) days before the end of the Term (as it may have been extended), the remaining Option(s) shall be deemed to be waived and of no further force or effect.

2.3. This Agreement shall automatically terminate upon the end of the Term and neither Party shall have any further rights or obligations under this Agreement, other than under those sections that expressly survive termination of this Agreement. If the Term ends because of the execution and delivery of the PSA under clause (d) of Section 2.1, the PSA shall thereafter control the rights of the Parties with respect to the Property.

3. Items to be Addressed in Negotiations. The Parties anticipate that a number of issues will require further negotiation prior to the execution and delivery of the PSA, including, but not limited to, the following:

- Purchase price.
- Development schedule and phasing.
- Phasing of land transfer.
- Due diligence.
- Land use applications.

4. Due Diligence. AD shall work diligently and in good faith to conduct its own due diligence and inspections of Property, including such physical, legal, and engineering inspections, tests and investigations as it may deem necessary or desirable to determine the feasibility of developing the Property and to process any and all Land Use Applications. Such studies and investigations may include, without limitation, environmental, geotechnical, traffic, market, project feasibility and related matters. AD agrees to indemnify, defend and hold City harmless from and against any claim or lien arising out of AD’s (or its agents’, contractors’ or consultants’) due diligence activities under this Section 4. The foregoing sentence will survive termination of this Agreement. The scope of work and cost for AD-directed due diligence will be the sole responsibility of AD.

5. Access. City shall provide AD access to the Property for the sole purpose of conducting due diligence as more specifically set forth in the form of Permit of Entry attached

hereto as Exhibit E (the “**Permit of Entry**”). AD shall promptly repair or restore any damage caused by the entry of AD or its agents upon or under the Property.

6. **Indemnity and Insurance.** AD shall indemnify, defend and hold the City, including its appointed and elected officials, officers, employees and agents, harmless from and against any and all liability or alleged liability, all suits, legal proceedings, claims, damages, losses and expenses, including but not limited to attorneys' fees, for injuries to persons or damage to property caused by or resulting from the acts, omissions, or neglect of AD or its agents, representatives or consultants on or about the Property; provided however, that nothing herein shall be construed to require indemnification of the City for liability attributable to the City's sole negligence or willful misconduct and; provided, further, in no event shall the foregoing indemnity obligation apply to the discovery of any pre-existing conditions in, on or under the Property. During the Term, AD shall maintain insurance with respect to its activities on or about the Property, naming the City as additional insured, in amounts as follows: (a) commercial general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and with at least \$2,000,000 aggregate; (b) automobile liability insurance with combined single limit of not less than \$1,000,000 per occurrence; (c) employers liability insurance with a limit of not less than \$1,000,000; and (d) in addition to the primary limits specified in (a) and (b) above, excess liability insurance with a limit of not less than \$2,000,000 for each occurrence and in the aggregate. The indemnity required under this Section 6 shall survive termination of this Agreement.

7. **No Assignment.** Neither Party shall assign or transfer its interest in this Agreement or the Property prior to the end of the Term, except that AD may assign its right under this Agreement to a newly-formed entity established to develop the Property, provided that AD or the principals of AD have direct or indirect ownership interests in and/or contractual rights to manage or control such limited liability company. AD may designate the newly-formed entity to enter into the PSA in substitution for AD.

8. **Brokers.** Each Party represents and warrants that no broker, finder or other representative is acting on its behalf in connection with this Agreement. Each Party agrees to indemnify, defend and hold the other harmless from any claim or liability for any fee, commission or other compensation with respect to this Agreement, the PSA or other transactions contemplated hereby, asserted by any other broker, finder or other representative claiming through the indemnifying party. This Section 8 will survive termination of this Agreement.

9. **Confidentiality.**

9.1. **Confidentiality.** The Parties acknowledge that City is subject to Oregon Public Records Law, which generally provides that written documents retained by City are subject to disclosure upon the request of any third party except for specific limited exceptions provided for therein. AD shall designate as “Confidential” any information which AD provides to City that AD desires to keep confidential. If a request for disclosure of any information designated as “Confidential” by AD is made under such act, City shall notify AD in writing and AD shall have such opportunity to object to the release of such information to the extent authorized by such act. If City designates any materials to be disclosed to the Developer as “Confidential”, then AD agrees as a condition of disclosure to take measures to maintain the confidential integrity at least equal

to the measures taken to protect AD's own confidential material, and further to provide notice to City prior to planned disclosure of such confidential information to any third party not bound by this Agreement.

9.2. As used in this Agreement, "**Confidential Information**" means: all documents, analysis, work product and written or electronic communications marked as "Confidential" and not generally known to the public and made in connection with: (a) AD's due diligence of the Property; (b) this Agreement; (c) the terms of this Agreement, the MOUs or the PSA financial materials regarding a Party or a Party's development plans, including, but not limited to, pro forma information; and (d) any and all proprietary information of the City, including, without limitation, any information concerning the Property and related plans. Confidential Information includes communications made before the date this Agreement was fully executed.

9.3. Neither Party shall use any Confidential Information for any purpose except to evaluate, discuss, and further the purpose of the negotiation of the PSA. The Parties shall not disclose any Confidential Information to any third party other than its employees, managers, members, agents, representatives, advisors, consultants, contractors, affiliates, potential or actual lenders and equity investors, and attorneys (as to each Party, its "**Representatives**") as may be necessary to evaluate the Property and negotiation of the PSA.

9.4. The restrictions on the use of Confidential Information under this Section 13 shall not apply to the extent any such information is publicly available (without a Party having disclosed it), has been disclosed by AD or is required to be disclosed by law, including, but not limited to, under Oregon Public Record laws.

9.5. This Section 9 will survive termination of this Agreement.

10. Governing Law. This Agreement shall be governed by the laws of the state of Oregon. This Section 10 will survive termination of this Agreement.

11. Time is of the Essence. Time is of the essence in this Agreement.

12. Amendments. This Agreement may be amended only by written agreement of the Parties.

13. Notices. All notices under this Agreement must be in writing and sent by one of the following means with all applicable delivery and postage charges prepaid: (a) registered or certified U.S. mail, postage prepaid, return receipt requested; (b) personal delivery; (c) nationally recognized overnight courier service (e.g. Federal Express); or (d) if simultaneously delivered by another means allowed hereunder, e-mail, with receipt of confirmation that such transmission has been received. Notices shall be addressed as follows:

To the City:	City Administrator City of St. Helens 265 Strand Street St. Helens, OR 97051 jwalsh@sthelensoregon.gov
--------------	---

And a copy to: Radler White Parks & Alexander LLP
Attn: Dina Alexander
111 SW Columbia, Suite 1100
Portland, OR 97201
dalexander@radlerwhite.com

To AD: Atkins Dame Inc.
Attn: Dike Dame and Jim Atkins
1255 NW 9th Avenue, Suite 119
Portland, Oregon 97209
Email: dike@atkinsdame.com
Email: jim@atkinsdame.com

All notices shall be deemed effective upon the earlier of actual delivery or refusal to accept delivery thereof. Any Party may from time to time change its address for purposes of this Section by notice in writing to the other Parties. Notices may be given by counsel to a Party.

14. Attorneys Fees. If a suit, action or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing or non-defaulting Party shall be entitled to recover its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by the law.

15. Binding Effect. During the Term and any extensions thereof, the Parties shall negotiate in good faith to complete and execute the definitive PSA upon terms and conditions consistent with this Agreement. No sale agreement or other right, obligation or estate in land shall be created, except by delivery of the definitive PSA and all other related and necessary instruments (a) duly authorized by the City, (b) duly authorized by all necessary AD corporate action and (c) duly executed by authorized representatives of the Parties. If this Agreement is terminated per Section 2, the Agreement shall be of no further force or effect, except sections which state that they survive termination of this Agreement. If, during the course of negotiations, it becomes clear that the Parties will not reach an agreement, AD shall not unreasonably withhold consent to a City-requested early termination of this Agreement.

16. Distinction from Regulatory Authority of City. AD understands and agrees that this Agreement does not and shall not be construed to indicate or imply that City, acting as a regulatory or permitting authority, has hereby granted or is obligated to grant any approval or permit required by law for the development of the Property.

17. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument. The parties may execute facsimile or email copies of this Agreement, and delivery of such execution copies by facsimile or email shall be deemed to be delivery of an original signature and shall be binding on the parties hereto.

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then (i) such provision shall be enforceable to the fullest extent permitted by applicable law, and (ii) the validity and enforceability of the other provisions of this Agreement shall not be affected and all such provisions shall remain in full force and effect.

[Remainder of page intentionally left blank; signatures follow]

ATKINS DAME INC., an Oregon corporation

CITY OF ST. HELENS, an Oregon municipal corporation

By: _____
Jim Atkins, President

By: _____
John Walsh, City Administrator

Date: _____

Date: _____

By: _____
Dike Dame, Secretary

Date: _____

EXHIBIT A

Legal Description of the Property

[attached]

PARCEL 1:

A portion of the John McNulty Donation Land Claim No. 50, located in the Northwest one-quarter and in the Southwest one-quarter of Section 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 23 of "Firlok Park", being a 1 inch iron pipe on the Southerly right-of-way line of Maple Street (25.00 feet from centerline);

Thence along said Southerly right-of-way line North 88° 06' 31" East 149.48 feet to a point, from which a 1-1/2 inch iron pipe bears South 09° 22' 10" East 1.21 feet;

Thence along the West line of Deed Book 148, Page 96, South 09° 22' 10" East 110.07 feet to a 1/2 inch iron pipe;

Thence South 46° 07' 00" East 25.20 feet to the True Point of Beginning, being a point in the center of McNulty Creek;

Thence along the center of said creek along the following courses:

North 11° 15' 12" West 7.92 feet;

North 65° 31' 40" East 27.61 feet;

North 81° 05' 05" East 67.62 feet;

South 80° 37' 07" East 53.35 feet to a point at the Northeasterly corner of Deed Book 148 Page 94 from which a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." bears South 01° 33' 00" East 20.00 feet;

Thence along the East line of said Deed South 01° 33' 00" East 1325.99 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR.";

Thence leaving the East line of said Book 148 Page 94, North 88° 14' 26" West 525.20 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the West line of Deed Book 144 Page 313;

Thence along the West lines of Deed Book 144 Page 313 and Deed Book 148 Page 94 North 01° 33' 54" West 1140.17 feet to the Northwest corner of said Book 148 Page 94 in the center of McNulty Creek from which a 1-1/4 inch iron pipe bears South 01° 33' 54" East 25.51 feet;

Thence along the center of said creek along the following courses:

North 50° 28' 53" East 8.02 feet;

North 47° 54' 33" East 48.94 feet;

North 87° 31' 46" East 21.97 feet;

South 63° 43' 59" East 65.54 feet;

South 63° 00' 37" East 77.40 feet;

North 84° 24' 47" East 18.46 feet;

North 47° 46' 13" East 19.45 feet;

North 20° 31' 40" East 40.00 feet;

North 01° 04' 03" East 31.63 feet;

North 04° 56' 04" West 57.16 feet;

North 39° 16' 26" East 22.95 feet;

South 49° 32' 37" East 71.27 feet;

South 33° 42' 29" East 53.78 feet;

South 32° 41' 05" West 48.75 feet;

South 00° 34' 52" West 36.92 feet;

South 41° 23' 09" East 29.70 feet;

South 86° 07' 56" East 36.35 feet;

North 32° 14' 55" East 54.25 feet;

North 11° 45' 05" East 85.04 feet;

North 36° 20' 57" West 36.20 feet;

North 11° 15' 12" West 51.62 feet to the TRUE POINT OF BEGINNING.

PARCEL 2:

A tract of land situate in Section 8, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, more particularly described as the follows:

BEGINNING at a point which is North 88° 54' East, 168.0 feet and North 60° 54' ½' East 72.56 feet and North 32° 55' East, 9.36 feet from the Northeast corner of Tract 23, Firlok Park, Columbia County, Oregon;

Said point being on the Southerly side of a 50.0 foot road;

Thence South 32° 55' West, a distance of 9.86 feet;

Thence along, a 77.3 foot radius curve to the right (long chord bears South 60° 54' ½' West 72.56 feet) to the Northwest corner of Tract 25, Firlok Park;

Thence South 88° 54' West, a distance of 18.0 feet;

Thence South 08° 21' East, a distance of 110.0 feet;

Thence South 46° 07' East, a distance of 29.51 feet to the center of McNulty Creek;

thence down the center of said McNulty Creek as follows:

North 79° 32' East, 83.10 feet;

South 88° 09' East, 83.60 feet;

South 53° 08' East, 35.00 feet;

North 13° 36' East, 38.30 feet;

North 33° 23' West, 60.70 feet;

North 50° 54' West, 72.20 feet;

North 19° 47' West, 68.50 feet;

Thence West 39 feet to the POINT OF BEGINNING.

EXHIBIT B

**CITY OF ST. HELENS SITE
REQUEST FOR PROPOSALS**

(attach copy)

Request for Proposals: 23-acre Development Opportunity in St. Helens on Millard Road

April 2021

City of St. Helens

Due date and time: June 11, 2021, 3:00 pm PDT

Responses to this Request for Qualifications shall be submitted electronically to
Jenny Dimsho, Associate Planner, jdimsho@ci.st-helens.or.us

<https://www.sthelensoregon.gov/rfps>



This page intentionally blank

Table of Contents

1. DEVELOPMENT CONTEXT	2
2. DEVELOPMENT CONSIDERATIONS	7
3. MARKET DYNAMICS.....	10
4. SUBMISSION AND EVALUATION	12
5. APPENDIX	

This page intentionally blank

Summary

The City of St. Helens is excited to partner with a private developer to construct market-driven housing or other mixed-use development on a 23-acre City-owned property on Millard Road near U.S. Highway 30. Through development and sale of the site, the City seeks to (1) increase the City's housing inventory and (2) achieve public benefit, like maintaining pedestrian connectivity through the site and offering small open space amenities. The City is interested in soliciting proposals which include housing types that meet current market demand.

St. Helens is a community of about 14,000 people located 30 miles north of Portland along U.S. Highway 30. Over the past decade, the City's economy has transitioned from a primarily timber-driven economy into a more diversified economy. St. Helens offers a small-town lifestyle within a relatively short commute to Portland-area employers and a lower cost of living. As housing costs in the Portland area increase, the City has seen an inflow of new residents that are seeking the quality of life in St. Helens and lower-cost housing.

1. Development Context

Site Context

Located about 30 miles north of Portland (35-minute drive), the Millard Road property in St. Helens comprises just over 23 acres of land and is located between Maple Street to the north and Millard Road to the south.

The site is mainly level except in the north quarter, which is heavily wooded around McNulty Creek. The area south of the wooded portion is generally open field with scattered trees, except around some wetlands where tree density increases (see Exhibit 5 in the Appendix). The site is surrounded largely by City and County residential-zoned land, all within the Urban Growth Boundary (See zoning map in Exhibit 7 in the Appendix). The Ross Road property to the northwest of the site has been set aside to become a community park.

The site was previously owned by the St. Helens School District and used for wetland mitigation for school projects. The City annexed the property in 2009, and at the time of annexation, the City owned the northern two-thirds of the property and the Columbia Health District owned the remaining one-third to the south. In November 2010, the Columbia Health District was dissolved, and the City now owns the entire property.

Oregon Department of Transportation (ODOT) has invested \$7.5 million in a new traffic signal at Millard Road and US 30, approximately 1,700 feet from the site. It is anticipated to be completed by October 2021. A 50-foot utility easement to Chase Road on the following map is identified. A secondary access point may also be vested in this location with development.

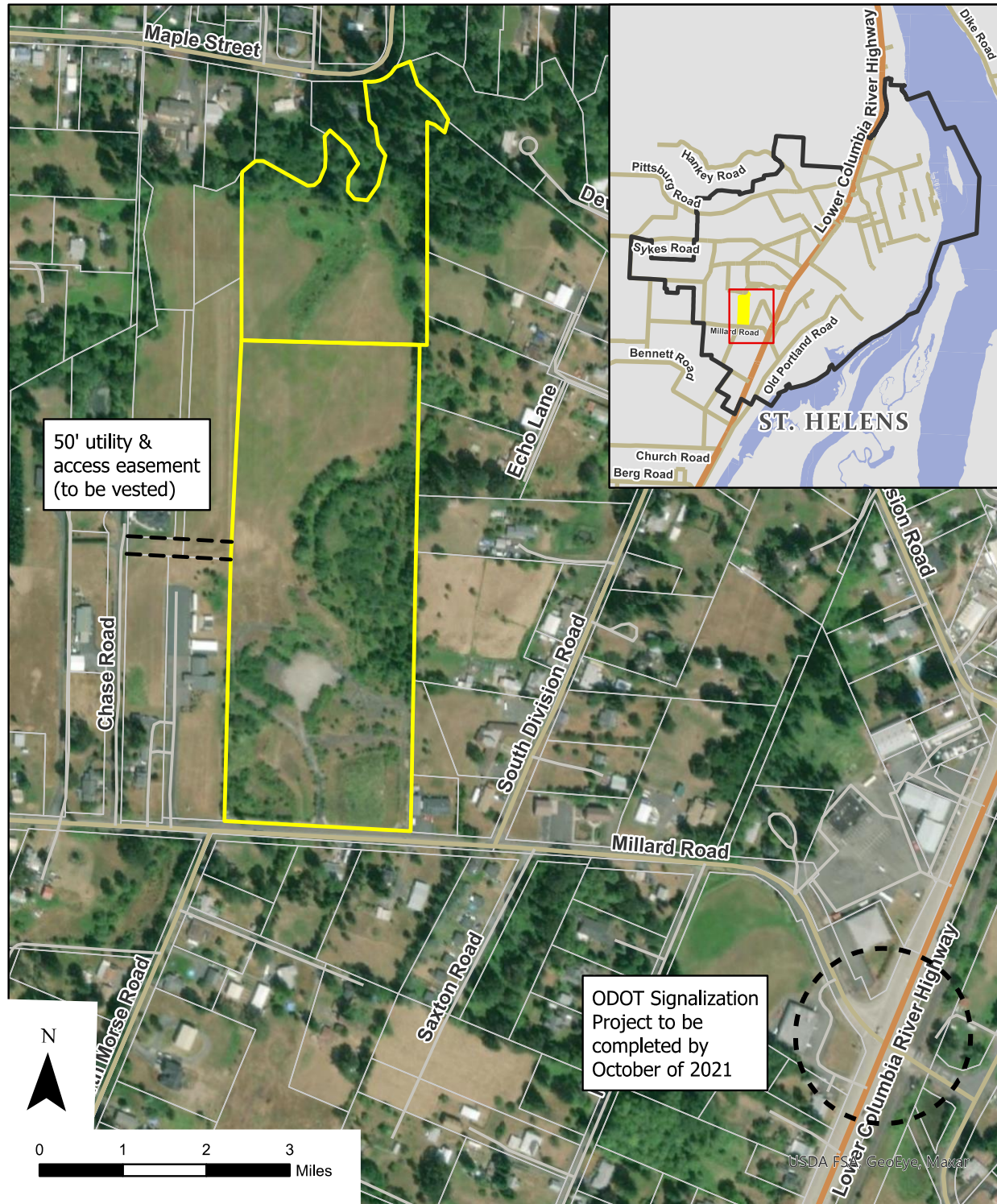


Millard Road site: Heading north to McNulty Creek, near tree line



Millard Road site: Taken from Maple Street looking south into McNulty Creek area

Exhibit 1. Millard Road Property in St. Helens



Sources: esri, Open Street Map, Columbia County GIS, OR Division of State Lands

St. Helens Economy and Public Investments

Industrial Development

St. Helens and nearby Scappoose are seeing substantial industrial development that are bringing new jobs and residents to the area.

In Scappoose, the **Oregon Manufacturing Innovation Center (OMIC)** offers high tech training to companies throughout the Portland region. Modeled on an industrial redevelopment project in Sheffield, England, area leaders are spearheading a public-private collaborative research and development outpost for Boeing, Oregon State University, Portland State University, and Oregon Tech. The project features workforce training facilities in OMIC's Training Center, operated by Portland Community College, with the goal of placing graduates in to high-wage, high-demand jobs. In addition, **Cascade Tissue, Inc.** announced a new 600,000 square foot plant in Scappoose that will employ 80 workers. The site will use wood material from the existing tissue plant in St. Helens. In 2020, the City of St. Helens completed a parcelization and funding plan for the 204-acre **St. Helens Industrial Business Park**, the largest remaining parcel of industrial employment lands within St. Helens city limits. Today, Cascade Tissue operates two paper machines employing 100 people on 25 to 30 acres of the property. The Port of Columbia County is assisting the City in marketing this industrial property for new users.

The City and partnering Columbia County Economic Development Team receive regular inquiries from potential investors citing a relocation interest outside of Portland for their commercial and industrial space needs.

Commercial & Institutional Development

On US 30, a new Legacy Health Clinic recently opened its doors in 2020, and a new Grocery Outlet is under construction with completion anticipated in Summer 2021. The St. Helens Middle School was just completely re-built, and the St. Helens High School is in the design process for a major re-model which has already been funded. The St. Helens Police Station is being re-designed, and the City is working on acquiring funding for a completely new Public Safety Facility in a new location.

Quality of Life

Riverfront District: The site is located about 3.5 miles from the nationally registered historic downtown, which has seen several adaptive reuse redevelopment projects, indicating growing interest and investment in the area. The City is actively working to revitalize the riverfront, and over \$830,000 in grants to construct the first phase of its Riverwalk Project by 2023. In addition, the City is leveraging over \$12 million from its Urban Renewal Agency to construct streets and utilities on the site in order to catalyze mixed-use development on the 24-acre parcel, adjacent to downtown. The City purchased this site after the Boise veneer plant closed in 2009 due to years of declining profitability, with the intention of positioning a portion of the area for new mixed-use development. The result is a vision of the

area as a vibrant, mixed-use waterfront neighborhood that takes advantage of the striking natural setting to provide new development and public access to the Columbia River.



Riverfront District Rendering, courtesy of the City of St. Helens

Local Events: The area hosts a series of popular events throughout the year, including the annual *Spirit of Halloweentown* festival that commemorates the 1998 Disney movie filmed in the community. The month-long event attracts over 10,000 Halloween enthusiasts traveling from around the globe to visit the nostalgic film site. Hotels are booked through weekends in October because many of these visitors come from out of state for the multi-day events.

Water Proximity: Proximity to water in a region where there is high demand for renting, mooring, and docking watercraft presents an opportunity to draw new residents from around the region and beyond. An existing public marina already draws boaters and fishing enthusiasts to St. Helens from around the region and the State. The Columbia River Yachting Association, based in Portland, has over 2,500 members and St. Helens is a popular cruise destination.

Parks & Recreation: The City has an extensive parks system with over 135 acres of parks which include well-maintained sport fields, river access, playgrounds, picnic shelters, and nature trails. The City has made significant investments in growing its Recreation Department in recent years, resulting in countless low-cost recreation programs for the residents of St. Helens.



Annual Halloweentown Celebration on the plaza (2014)



Historic Columbia Theater, renovated in 2012



The Muckle Building, converted into a mixed-use apartment building in 2016 and achieving some of the highest rents in the City.



13 Nights on the River market and concert series (2016) in Columbia View Park, the location of the Riverwalk Phase I project and a new stage/amphitheater

2. Development Considerations

Public Access, Transportation, and Open Space

Trail connectivity is one of the key City goals for this project. The Parks and Trails Master Plan (2015) suggested the development of a multi-use trail through the property that would provide pedestrian access from Maple Street to Millard Road. The existing wooden footbridge (pictured to the right) and small footpath that crosses McNulty Creek provide an ideal opportunity to construct a pedestrian path through the site and meet the goals for public access.¹



Hand-built pedestrian bridge across McNulty Creek on the northern end of the property.

The Transportation Systems Plan (2011) calls for a 60' wide collector street through the site from Millard Road to Maple Street. Any development will need to include public right-of-way dedication through the site to Maple Street. Access to Chase Road is also anticipated to improve connectivity and fire access (See Exhibit 1).

Zoning and Permitted Uses

In 2020, the City changed the zoning and comprehensive plan designations of the Millard Road Property, reflecting City priorities to solicit market-driven development on the property. The new Comprehensive Plan designation of General Commercial (GC) and the new zoning designation of Mixed Use (MU) are for the entire property and allow a flexible mix of uses. These uses include a variety of residential such as single family detached (SFD) and attached (SFA), duplexes, and multi-dwelling units with or without ground floor commercial, as well as commercial and civic uses including, but not limited to, dining establishments, small retail stores, and offices. Some specifics of the zoning code are included below. More details, including density calculations and landscaping requirements, can be found in the Community Development Code.² Due to HB 2001, the City is in the process of amending our housing codes to comply with state mandates. These code changes will be implemented by June 2021. The summary below reflects the proposed changes.

- **The maximum building height on the property is 45 feet, unless it is purely residential, then it is 35 feet.**

¹"Parks & Trails Master Plan." City of St. Helens. 2015.

<https://www.sthelensoregon.gov/sites/default/files/fileattachments/planning/page/268/parks-trails-master-plan-attachment-a.pdf>

² <https://www.codepublishing.com/OR/StHelens/#!/StHelens17/StHelens17.html>

- **SFD, SFA, and duplexes must comply with General Residential (R-5) zone standards.** Minimum lot size requirements are 5,000 sq/ft for SFD, 5,000 sq/ft for duplexes, and 2,500 sq/ft for SFAs.
- **Multi-dwelling units must comply with Apartment Residential (AR) zone standards.** Minimum lot size requirements are 1,500 sq/ft for each multi-dwelling unit over the base of 4,000 square feet for the first two units (with no maximum).
- **Maximum lot coverage:**
 - Nonresidential: 90%
 - SFD: 40%
 - SFA and multi-dwelling units: 50%

Planned Development in the City of St. Helens

A Planned Development may be a consideration for the Millard Road property. The Planned Development flexibilities are particularly advantageous for residential development. For example, the normal minimum size and dimension standards that apply to lots are exempt. There is also relief from other standards such as building height and yard (setback) requirements. A Planned Development can also help with wetland and riparian area buffer regulations.

A Planned Development requires two key things: 1) an overlay zone adopted for the property and 2) a development plan. The overlay zone can be done in advance or in conjunction with a development plan. It is possible that the City can adopt an overlay zone in advance of other matters.

Please see Chapter 17.148 of the St. Helens Municipal Code for further details.

Environmental Considerations

Wetlands

The site contains several wetlands and a riparian corridor, some of which are mitigation areas. Sensitive land constrains approximate 7.53 acres leaving net developable acres of about 15.63 acres. The appendix includes a map of the sensitive lands and their significance to the city, an estimate of sensitive land constraints and net developable acres (Exhibit 5), and a summary of potential upland protection zone reductions which only apply to riparian areas and wetlands that are significant to the city (Exhibit 8).

Infrastructure Needs

Water

City water will need to be extended to the property from the nearest water main (see Exhibit 7), which is located in the Maple Street right-of-way to the north of the property. The City is open to cost-sharing for this improvement, subject to evaluation of specific development proposals.

Stormwater

The Columbia County stormwater infrastructure in the Millard Road right-of-way may be able to support additional stormwater conveyance. However, the property will need on-site detention of stormwater as well. Further stormwater analysis will be needed, but the City anticipates that the existing wetlands and McNulty Creek may be suitable for some of the on-site stormwater detention.

Sanitary Sewer

An 8-inch sanitary sewer mainline extends onto the property from Millard Road and terminates along the west property line, approximately 750 feet north of the southwest property corner. It is approximately 8 feet deep. An as-built of the sanitary sewer line extension is included in the Appendix (Exhibit 10).

Road

The Transportation Systems Plan (2011) requires a 60' wide collector street from Millard Road to Maple Street. The developer may not be responsible for constructing the entire length of the road, but right-of-way dedication will be required for any portion that is not developed with this development. Trail connection is required through the site as well. The City is open to cost-sharing agreements for these public improvements, subject to specific development evaluation.



Frontage improvements on the site along Millard Road.

3. Market Dynamics

- **St. Helens is expected to grow faster than the county and state.** Between 2020 and 2040, the city's population will increase by nearly 4,000 new residents (an average annual growth rate of 1.2%). This growth rate is slightly higher than the state's expected annual growth rate of about 1% over the same period.³
- **St. Helens rental market is well positioned to compete with Portland. Residential** rents grew by nearly 21% between 2016 and 2020 for 2-bedroom apartments. Rents are generally tracking with the Portland market but at a lower value with the average 2-bedroom rent around \$1100 for St. Helens and \$1400 for the Portland MSA. Vacancy rates have also remained lower in St. Helens (4.9%) compared to Portland MSA (6.4%). The St. Helens Place Apartments, a large development completed in 2020, added 204 luxury rental units to the market. The building is almost fully leased (only 5 units available as of mid-March 2021) and asking rents for each dwelling are considerably higher than is usual for St. Helens. Two-bedroom units are listed between \$1,400-\$1,525 which is \$300-\$400 above average for the area. While the property is offering rent concessions (2 weeks free), this is lower than many projects in Portland, indicating a growing interest in St. Helens and a willingness to pay prices akin to those found in Portland.
- **St. Helens is attractive to first time homebuyers and middle-income households.** Housing prices in St. Helens have been increasing at a faster rate than the Portland MSA rising 136% between 2012 and 2020, from \$140,000 to nearly \$330,000. Comparatively, prices in the Portland MSA have risen 90% from \$228,608 to \$434,829 over the same time period. Sales volumes have also remained fairly steady from 2015-2020. Coupled with the substantial investments in the St. Helens Middle School (completely new) and High School (to be remodeled in the next 2 years), St. Helens will continue to be a desirable place for first time homebuyers and middle-income households as new home sales prices remain lower than the Portland region.
- **Office and retail asking rents remain significantly lower than the Portland MSA.** Retail asking rents are around \$8.50 per sq/ft compared to Portland's nearly \$20.00 per sq/ft. Office asking rents are slightly higher at \$15.00 per sq/ft compared to Portland's \$25.00 per sq/ft. Commercial would likely be a supportive part of residential development but not the main use of the Millard Road site.
- **The Millard Road property would be an ideal location for residential development.** St. Helens proximity to Portland and other job centers, combined with its relatively lower rent and home prices, make it a desirable location for renters and buyers alike. Commercial would likely be a supportive part of residential development that could include multi-family development. ODOT improvements to the US 30/Millard Road

³ PSU Population Forecasts

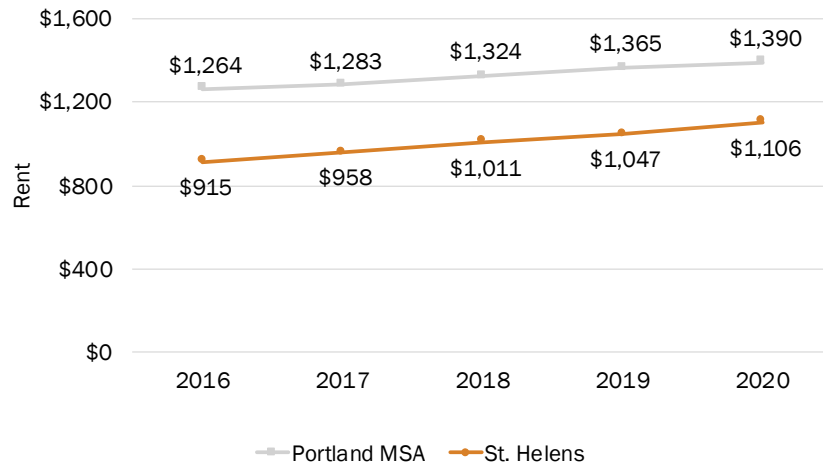
intersection will reduce potential traffic impact analysis fees/improvements that would normally otherwise be triggered from a development of this size and scale.

Residential Rents for 2-bedroom apartments increased 21% between 2016 and 2020 in St. Helens

Rents are generally tracking with the Portland market but at a lower value.

Exhibit 2. Average Rent for 2 Bedroom Units, St. Helens and Portland MSA, 2016-2020

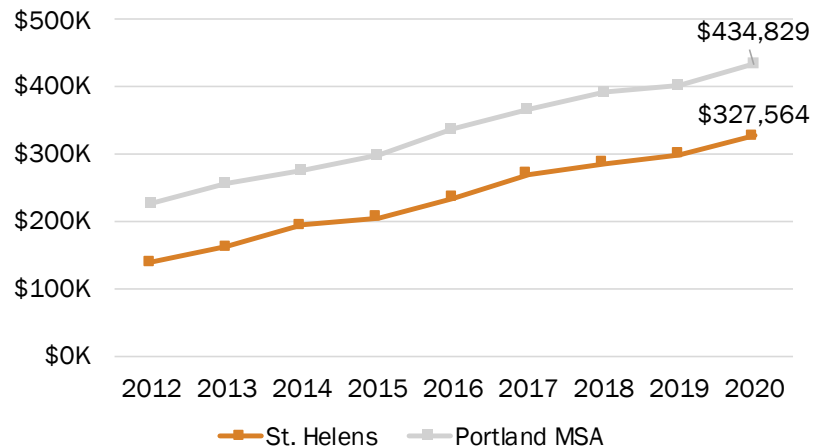
Source: Costar



Housing prices in St. Helens rose nearly 136% between 2012 and 2020 but are still lower than Portland.

Exhibit 3. Home Sales Prices, St. Helens and Portland MSA, 2012-2020

Source: Redfin



4. Submission and Evaluation

The City seeks to select the team with the most creative and compelling vision for meeting the public goals for the site and the most transparent appraisal of feasibility and team capacity for implementing that development. Evaluation of RFP responses will be based upon the following criteria:

1. Vision for the site accomplishes public objectives.
2. Proposed development is feasible.
3. Success in previous public-private partnerships.
4. Quality of representative projects.
5. Qualifications of project team and key project managers.
6. Proposed development meets the general provisions of the City's Development Code.

Written responses should be succinct. There is no formal page limit on the length of a response, but the City suggests that responses not exceed 20 pages, excluding appendices. Resumes, cut sheets, and other marketing materials may be included in an appendix. Content should be organized as shown in Exhibit 4.

Exhibit 4. Submittal Requirements and Selection Criteria

Proposal Section	Submittal Requirements	Suggested Page Limit	Total Points
Cover Letter	Define lead entity and team members; highlight key components of the team's vision for the site. Identify and describe the developer, including developer's name, corporation name (if applicable) or business name, addresses, telephone numbers, e-mail addresses, and the name of the primary project contact.	2 pages	0
Preliminary Vision for Site	<p>Describe why you believe this development program is the best solution for the site and furthers the City's goals. Describe your proposed preliminary development program. Include:</p> <ul style="list-style-type: none"> • A preliminary site plan identifying the location of residential units/lots, and/or commercial lots/units • If multi-family or mixed-use buildings are proposed, provide details about the uses and square footage on each floor. Include number of parking spaces. • Access in the form of right-of-way, roads, and trails • Areas for public open spaces improvements • Areas of sensitive lands (wetlands, riparian areas, and their associated upland protection zones) <p>Identify what you see as key development challenges and opportunities.</p> <p>Identify probable development phasing.</p>	10 pages	50
Financial Feasibility of Site Vision	<p>Provide your preliminary financial analysis regarding sources and uses for achieving your proposed development program, minimizing public investment to the degree practical.</p> <p>If your team or any member of your team will function as a fee developer, please provide your current thinking about the proposed fee. If any information that is provided in this section is proprietary, please clearly label it as such so that it may be kept confidential. Confidential materials will be returned.</p>	As needed	20
Financial Capacity of Team	<p>Describe and provide evidence of the team's financial capacity to complete the proposed development. This could include audited year-end financial statements from all relevant team members, financial statements from successfully completed past projects, or letters of interest from investment partners, which can be attached in an appendix.</p> <p>If any information that is provided in this section is proprietary, please clearly label it as such so that it may be kept confidential. Confidential materials will be returned.</p>	2 pages	10

Submittal Requirements and Selection Criteria, Continued

Proposal Section	Submittal Requirements	Suggested Page Limit	Total Points
Development Team Experience	Provide evidence of the team's qualifications to implement the proposed development program, including experience refining this program in collaboration with a public entity. Provide an organizational chart for your team that identifies: <ul style="list-style-type: none"> • The individual who would be authorized to negotiate on behalf of the team • The individual who would be responsible for coordinating all team activities during due diligence, including site planning activities • Minority, women and emerging small business representatives on team • Experience with LEED certified or other sustainable development • Experience with public private partnerships 	4 pages	20
References	Contact information for two references on similar projects completed in the last 8 years. References will be contacted, and responses scored for all respondents.	1 page	0
Supporting Materials	Appendices can include supporting material to supplement responses to the questions above. There are no requirements for contents of appendices and the contents are not scored separately: <ul style="list-style-type: none"> • Resumes for key personnel • Non-binding letters of support from financial partners • Images of similar completed projects • Testimonials from partners or stakeholders 	No limit	0

Interested developers must submit an electronic copy of the response to the RFP by email to jdimsho@ci.st-helens.or.us. It is suggested to limit the responses to no more than 20 pages, excluding supplementary material. The City will become owner of all submitted materials and will not pay any costs related to any responses to the RFP.

Evaluation Schedule, Process, and Award

April 22, 2021: Request for Proposals released.

Anytime: Site Tours. The site is publicly accessible and available for self-guided tours at any time.

May 21, 2021: Deadline for Questions.

May 28, 2021: Deadline for City to Issue Addenda (This will include a summarized list of Questions/Answers).

June 11, 2021: Responses due at 3pm PST by email.

June 2021: Interviews (as needed). Selected developer(s) will be invited to give a presentation on all aspects of the proposal, including design concepts, development cost, financial capacity/lender commitments, terms of site acquisition, and

implementation schedule to the review committee. This may be in person or on a digital platform, like ZOOM.

July 2021: Selection announced.

General Provisions and Conditions

The City reserves the right to:

- Modify the timeline and to issue addenda to this document
- Reject any and all responses.
- Negotiate with more than one development partner.
- Waive minor irregularities in a response.
- Cancel, revise, or extend this solicitation.
- Request additional information on any response beyond that required by this RFP.
- Modify the selection process set forth in this RFP upon written notification to all respondents who have not been rejected at the time of modification.
- Make the final decision on whether to move forward with a development team or not.

Contact information

Jenny Dimsho, AICP
Associate Planner
City of St. Helens
(503) 366-8207
jdimsho@ci.st-helens.or.us

Appendix

Exhibit 5. Millard Road Property – Sensitive Lands

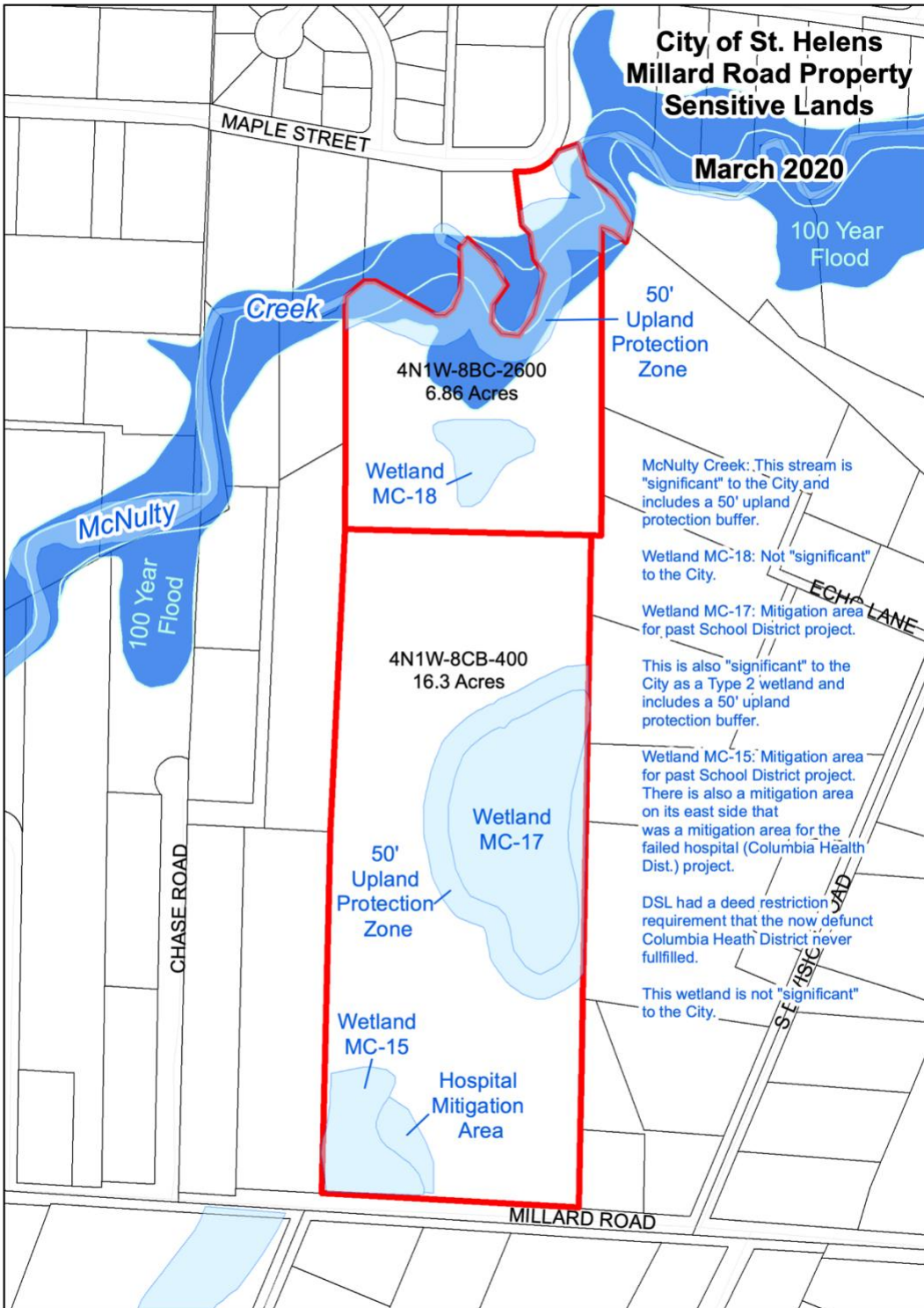


Exhibit 6. Millard Road Property Sensitive Lands – Estimated Net Developable Area (March 2020)

Total gross size: Approximately 23.16 acres

* * *

Sensitive Lands Constraints:

McNulty Creek floodplain (100 yr) and 50' upland protection zone (City required)

Approximate area: 97,000 s.f. or 2.23 acres

Basis: DFIRM and City Staff estimate (GIS – not field verified/surveyed)

Wetland MC-18

Approximate area: 0.54 acres

Basis: DSL WD# 06-0677

Wetland MC-17

Approximate area: 2.55 acres

Basis: DSL WD# 06-0677

Wetland MC-17's 50' upland protection zone (city required)

Approximate area: 60,000 s.f. or 1.38 acres

Basis: City Staff estimate (GIS– not field verified/surveyed)

Wetland MC-15

Approximate area: 0.66 acres

Basis: DSL WD# 06-0677

Wetland MC-15 addition (hospital mitigation area)

Approximate area: 7,341 s.f. or 0.17 acres

Basis: Hospital project plans

Total estimated approximate sensitive land constraints: 7.53 acres

* * *

Net acres, excluding estimated sensitive land constraints: 15.63 acres

Exhibit 7. Millard Road Property – Infrastructure Provision and Property Context

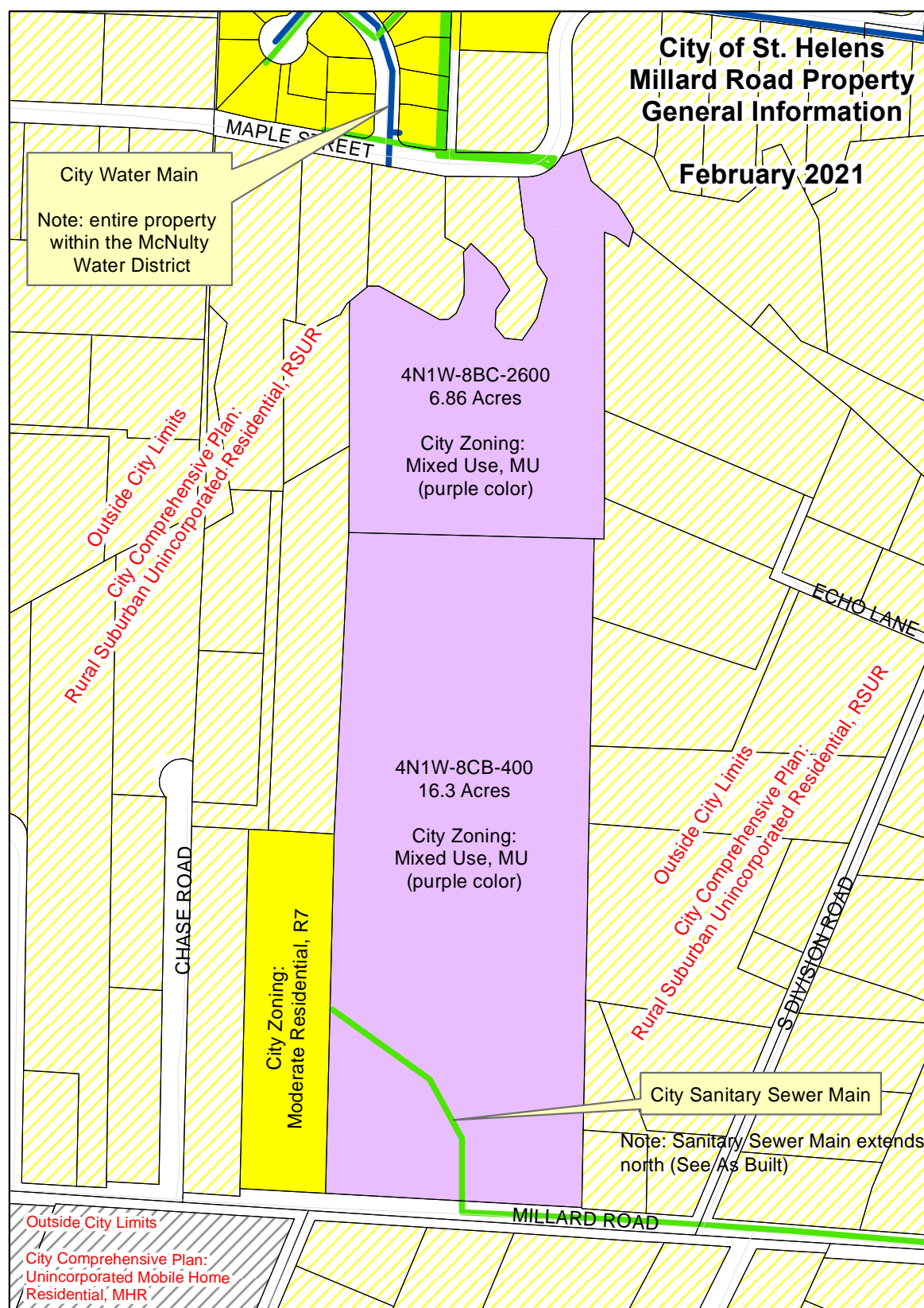


Exhibit 8. Wetland and Riparian Area Upland Protection Zone Reduction Options

Wetlands and riparian areas that are significant to the city include an upland protection zone subject to protection like the wetland or riparian areas themselves.

The Millard Road property includes a significant riparia area associated with McNulty Creek, which includes a 50' upland protection zone. There is also floodplain area associated with the creek, which is a separate matter, but also impacts potential development.

The site also has three known wetlands. Only the largest of the three, MC-17, is significant to the city. This wetland includes a 50' upland protection zone.

An upland protection zone may be reduced under the following circumstances:

1. If the property is developed without subdividing or a development agreement

- ☐ Up to 50% reduction to the 50' protection zone width possible
- ☐ The protection zone must be determined to be an obstacle that precludes reasonable use of the property.
- ☐ The development proposal must demonstrate that it is designed as much as possible to minimize protection zone impact.
- ☐ A dimensional standard (e.g., a yard or height requirement) may be adjusted up to 50% if the design of the development minimizing intrusion into the protection zone is to the adjustment (as opposed to being unrelated).
- ☐ 1:1 restoration and enhancement is required elsewhere within the protection zone to compensate for the reduced protection zone width.

2. If the property is developed without subdividing but with a development agreement

- ☐ If the 50% protection zone reduction noted above is insufficient for a development's needs or found to be not applicable to the circumstances, a development agreement is another option.
- ☐ The development agreement allows protection zone averaging such that it may vary in width, provided the overall average width is 50 feet.
- ☐ There are protection zone enhancement and minimum impact considerations.

3. If the property is subdivided

- ☐ Normally, significant wetlands, significant riparian corridors and protection zones are required to be in preservation tracts and not part of lots, or new streets or other infrastructure.
- ☐ If the subdivision is part of a planned development with a development agreement, the protection zone area may be part of individual lots. The protection zone may also vary in width, provided the overall average width is 50 feet.
- ☐ There are protection zone enhancement and minimum impact considerations.

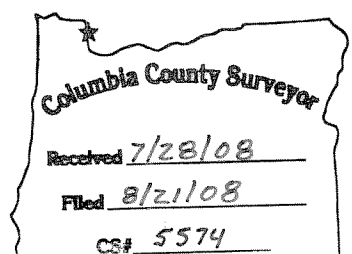
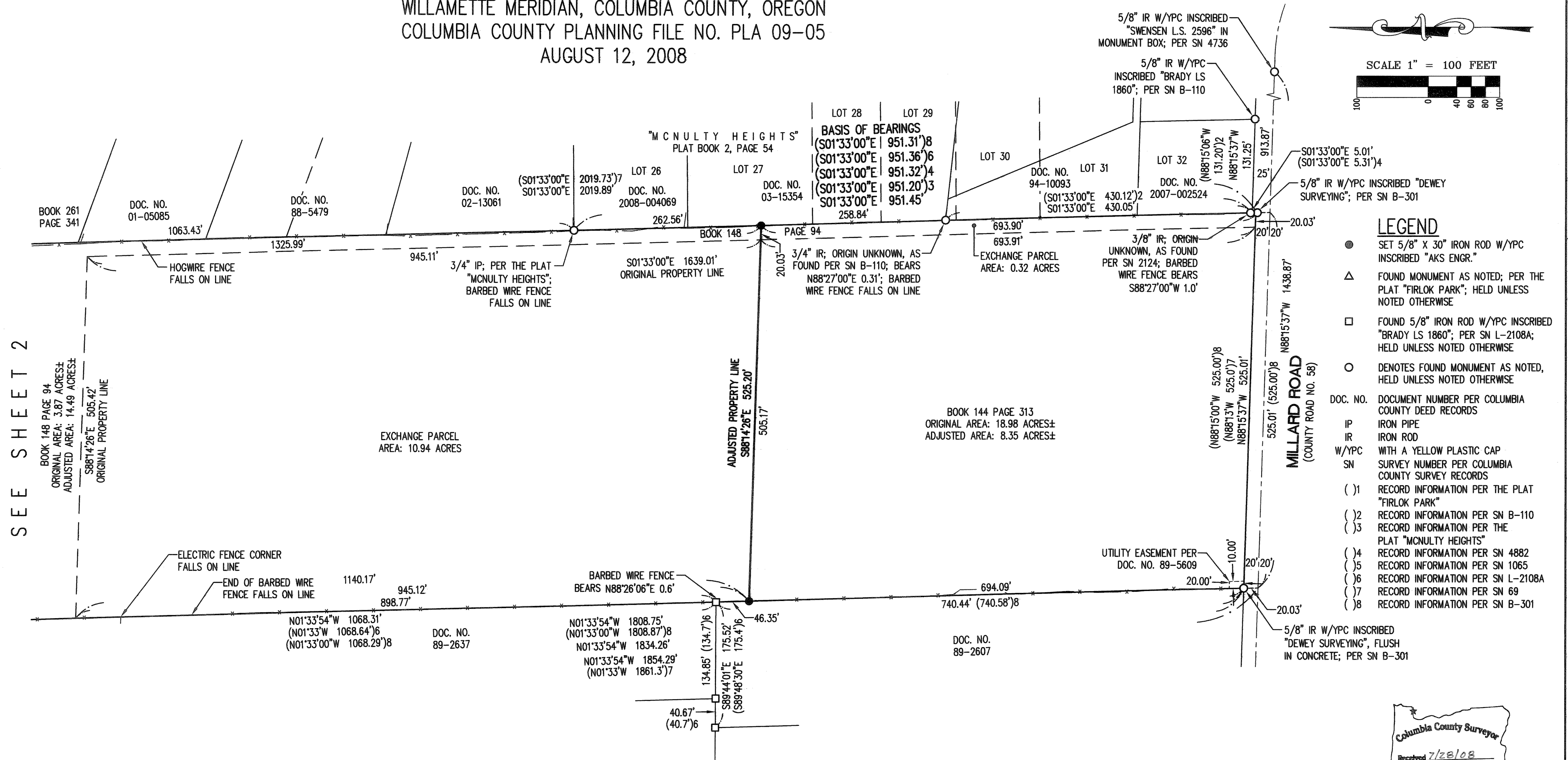
PREPARED FOR

COLUMBIA HEALTH DISTRICT
P.O. BOX 995
ST. HELENS, OR 97051

RECORD OF SURVEY

PROPERTY LINE ADJUSTMENT

LOCATED IN THE NORTHWEST 1/4 AND SOUTHWEST 1/4
OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST,
WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON
COLUMBIA COUNTY PLANNING FILE NO. PLA 09-05
AUGUST 12, 2008



8-20-08
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Nick White
OREGON
JANUARY 9, 2007
NICK WHITE
70652LS
RENEWAL DATE: 6/30/10

JOB NAME: MILLARD PLA
JOB NUMBER: 2110
DRAWN BY: JOH
CHECKED BY: NSW
DRAWING NO.: 2110ROS

ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE
FORESTRY • SURVEYING

LICENSED IN OR & WA
AKS
13910 SW GALBREATH
DRIVE, SUITE 100
SHERWOOD, OR 97140
PHONE: (503) 925-8799
FAX: (503) 925-8969
OFFICES LOCATED IN REDMOND, OR & VANCOUVER, WA

CS 5574
2 OF 2



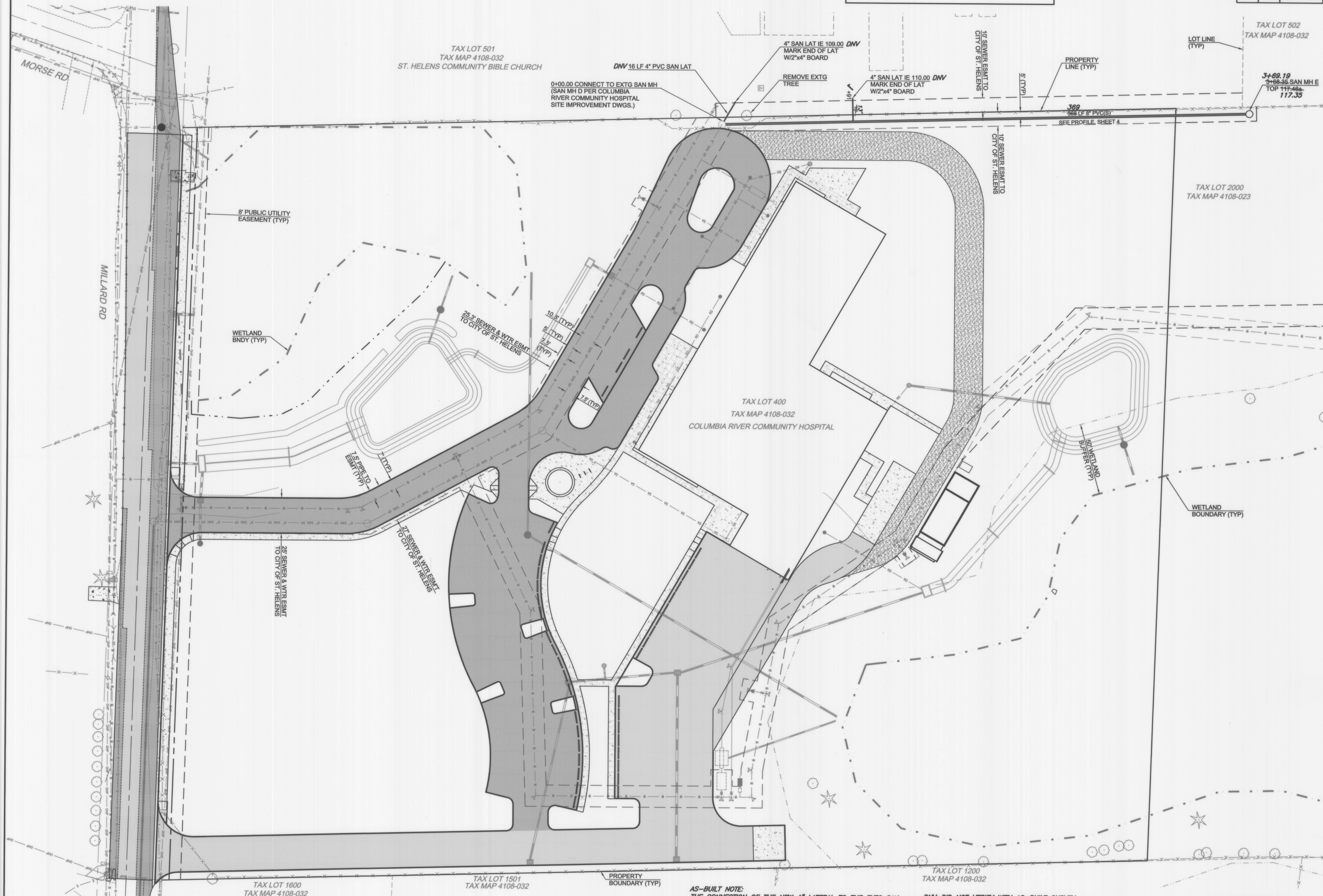
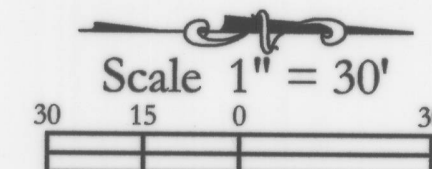
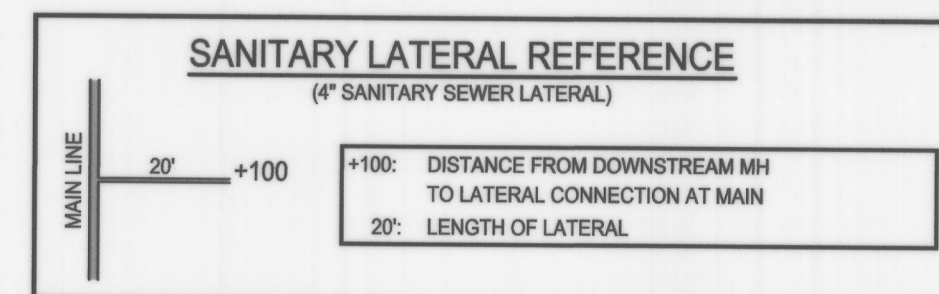
CS 5574
2 OF 2



CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	77.30' (77.30")1	55°59'00" (55°59'00")1	75.53'	N60°07'01"E 72.56' (N60°54'30"E 72.56")1
C2	134.59' (134.59")1	35°14'00" (35°14'00")1	82.76'	N14°30'31"E 81.47' (N15°18' 81.47")1

Notes:
1. Pipe construction areas outside the bounds of site grading and paving areas shall be stabilized as quickly as possible after construction by application of seeding and a minimum 1" layer of straw or mulch or by permanent landscaping.

EXHIBIT 10 - AS-BUILT CITY SEWER



AS-BUILT NOTE:
THE CONNECTION OF THE NEW 4" LATERAL TO THE EXTG SAN SEWER MH WAS VERIFIED, BUT LENGTH AND INVERT FOR THE LATERAL COULD NOT BE VERIFIED AT THE TIME OF SURVEY.

DNV= DID NOT VERIFY WITH AS-BUILT SURVEY
✓= AS-BUILT SURVEYED LENGTH, SLOPE, OR ELEVATION MATCHES DESIGN VALUE.

AS BUILT

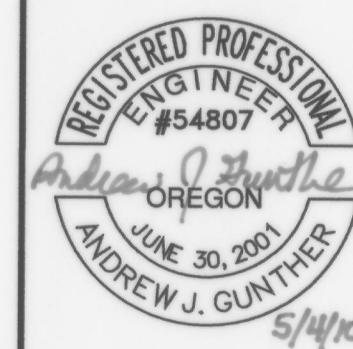
Sanitary Sewer Plan For:

St. Helens Bible Church Sewer Line Extension

A Site in the City of St. Helens, Columbia County, Oregon

Consulting Engineers & Planners | 1014 Franklin Street, Arrium Suite, Vancouver, WA 98660 | PH (360) 944-6519 | Fax (360) 944-6539

PLS ENGINEERING



Project No.	2158
SCALE:	H: 1" = 30' V: N/A
DESIGNED BY:	AJG
DRAFTED BY:	AJG
REVIEWED BY:	AJG

C3

EXHIBIT C

Form of Revocable Permit of Entry

[attached]

THIS REVOCABLE PERMIT OF ENTRY ("Permit") is hereby granted by the CITY OF HELENS, an Oregon municipal corporation ("**City**"), to ATKINS DAME INC., an Oregon corporation ("**Permittee**") for the temporary use of City-owned real property located on Millard Road in St. Helens, Oregon for the purpose of conducting pre-acquisition due diligence activities contemplated by that certain Exclusive Negotiating Agreement between Permittee and the City (the "**ENA**") subject to the following terms and conditions:

1. Location, Activities and Maintenance of Property

- 1.1 Permittee is hereby granted a temporary license to enter upon and use that certain real property located along Millard Road (the "**Property**") as generally shown on the property map attached hereto as Exhibit A.
- 1.2 Permittee and Permittee's contractors, subcontractors, and consultants may access the Property on an intermittent basis only for the purpose of performing pre-acquisition due diligence activities and for no other purpose. If Permittee performs invasive or subsurface investigations, Permittee shall be responsible for removal of any debris and any and all repairs required to restore and maintain the structural integrity of the Property and environmental mitigation of any disturbed materials requiring mitigation solely as a result of such invasive investigations.
- 1.3 Permittee shall maintain and keep the Property in a clean and orderly condition at all times to the extent resulting from the activities of Permittee and Permittee's contractors, subcontractors, and consultants including removal of all Permittee caused litter, scrap, rock, or debris of any kind at the end of the Permit period. Permittee shall maintain and shall repair any damage to existing improvements, including landscaping and sidewalks, resulting from its use of the Property. The Property shall not be deemed secure and Permittee's obligations under this Permit will not be fully discharged until the Property is inspected and reasonably approved by the City.
- 1.4 To the extent caused by Permittee or Permittee's contractors, subcontractors, and consultants, Permittee shall, upon completion of its activities restore the Property to the same or better condition as that existing immediately prior to its entry upon the Property or to such other condition as the City may reasonably require. If restoration is impossible or in lieu of restoration, at the City's discretion, Permittee shall compensate City for any physical damage to the Property in the amount the City may reasonably determine.
- 1.5 Permittee's use of and entry upon the Property shall be without expense of any kind (direct or indirect) whatsoever to City. Permittee shall be solely responsible for all maintenance and operating costs that may result from the use of the Property by Permittee or Permittee's contractors, subcontractors, and consultants. Should the City incur costs as a result of Permittee's temporary use of the Property, Permittee shall reimburse the City promptly upon the presentation of billing and reasonable documentation of such expense.
- 1.6 The City, its agents, employees and representatives may at any reasonable time, enter into or upon the Property for the purposes of examining the condition thereof, or for any other lawful purpose.

2. Insurance and Indemnification

- 2.1 Permittee shall obtain, maintain, and keep during the Term (as hereinafter defined) insurance, naming the City as additional insured, in amounts as follows: (a) commercial general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and with at least \$2,000,000 aggregate; (b) automobile liability insurance with combined single limit of not less than \$1,000,000 per occurrence; (c) employers liability insurance with a limit of not less than \$1,000,000; and (d) in addition to the primary limits specified in (a) and (b) above, excess liability insurance with a limit of not less than \$2,000,000 for each occurrence and in the aggregate. The Permittee's insurance shall be primary insurance and any insurance or self-insurance maintained by the City shall not contribute to it.
- 2.2 Permittee shall prior to its entry on or use of the Property provide to the City a Certificate of Insurance evidencing the insurance required in Section 2.1 of this Permit and containing an endorsement specifically naming the City and its officers, agents and employees as additional insureds. The certificate shall provide that coverage afforded and shall not be canceled or amended without prior written notice to the City.
- 2.3 Permittee shall indemnify, defend, and hold the City, including its appointed and elected officials, officers, agents and employees harmless from and against any and all liability or alleged liability, all suits, legal proceedings, claims, damages, losses and expenses, including but not limited to attorneys' fees, for injuries to persons or damage to property caused by or resulting from the acts, omissions, or neglect of Permittee or its agents, representatives or consultants on or about the Property; provided however, that nothing herein shall be construed to require indemnification of the City for liability attributable to the City's sole negligence or willful misconduct and; provided, further, in no event shall the foregoing indemnity obligation apply to the discovery of any pre-existing conditions in, on or under the Property.
- 2.4 Permittee shall assume all liability related to injury, death or disease to invitees, licensees, or trespassers, as a result of Permittee's direct use of the Property, whether resulting from latent or patent Property defects.
- 2.5 Permittee is solely responsible for any theft, damage or destruction to any materials, equipment or any other property of Permittee, or anyone acting on behalf of Permittee in connection with or incidental to this Permit.

3. Restrictions on Use and Hazardous Substances

- 3.1 Permittee shall in its use and entry upon the Property, observe all rules, regulations, and laws now in effect by any municipality, county, state or federal authority having jurisdiction over the Property, as they relate to the use of the Property. Permittee is solely responsible for obtaining any permits or approvals from other agencies or licensing bodies as may be necessary for Permittee's authorized entry upon and use of the Property. Furthermore, Permittee agrees to indemnify City as provided above for any damages caused by the violation thereof of any permits or approvals that may so be required.

- 3.2 Use of explosives or highly flammable material is not permitted without prior written authorization from City, which may be withheld in the City's sole and absolute discretion.
- 3.3 Permittee shall not allow any lien of any kind, type or description to be placed or imposed upon the Property or upon any improvements on the Property (if any).
- 3.4 Permittee shall not cause or permit to occur by parties working for or at the direction of Permittee, the use, generation, release, manufacture, handling, processing, storage, disposal or improper use of any Hazardous Substance, pollutant, or contaminant, on, under, or about the Property or the transportation to or from the Property of any Hazardous Substance. "**Hazardous Substances**" are substances regulated under any environmental law or regulation now or hereafter enacted by any governmental federal, state or local authority. Furthermore, Permittee agrees to indemnify City as provided above for any damages caused by the violation thereof of any permits or approvals that may otherwise be required.

4. Processing Fee, Use Fee, and Term

- 4.1 Permittee shall not be required to pay City any permit processing fee, use fee, or security deposit for this Permit.
- 4.2 This Permit will commence on the date of the last signature below and will automatically terminate and be of no further force or effect at the end of the Term of the ENA, as defined in the ENA (the "**Term**").
- 4.3 Permittee's rights under this Permit shall be personal to Permittee, and may not transferable or assignable to any other party or entity unless otherwise approved in writing by City.

[Remainder of page intentionally left blank; signatures follow]

ALL TERMS AND CONDITIONS OF THIS PERMIT ARE HEREBY ACCEPTED:

PERMITTEE:

ATKINS DAME, INC., an Oregon corporation

By: _____
Jim Atkins, President

Date: _____

By: _____
Dike Dame, Secretary

Date: _____

CITY:

CITY OF ST. HELENS, an Oregon municipal corporation

By: _____
John Walsh, City Administrator

Date: _____

This map was prepared for assessment purpose only.

N.W.1/4 S.W.1/4 SEC.8 T.4N. R.1W. W.M.
COLUMBIA COUNTY
1"=300'

CANCELLED:
100
200
300
401
800

P.P.
CHASE ROAD
MILLARD (CORD# 58)
DIVISION ROAD
MILLARD (CO RD# 58)

TL 2600
2-11
2-02
2-11
MC MULTY
HEIGHTS
ROAD
ROAD
ROAD

(CORD# 58) MILLARD
BENJAMIN STEVENS & CO INC
BL JOHN MC MULTY & CO INC
ROAD
ROAD
ROAD

SEE MAP HEREFOR
Last Revised:
02-02-18

04 01 08 CB

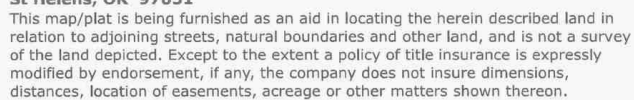
04 01 08 CB

TICOR TITLE COMPANY

ParcelID: 29254

St Helens, OR 97051

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



City of St. Helens

Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 7th day of September, 2022 are the following Council minutes:

2022

- Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated August 3, 2022
- Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated August 17, 2022

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 03, 2022

DRAFT MINUTES

MEMBERS PRESENT

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

MEMBERS ABSENT

Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
Kathy Payne, City Recorder
Lisa Scholl, Deputy City Recorder
Suzanne Bishop, Library Director
Mouhamad Zaher, Public Works Director
Brian Greenway, Police Chief

Crystal King, Communications Officer
Rachael Barry, Government Affairs Specialist
Jacob Graichen, City Planner
Bill Monahan, City Attorney
Tina Curry, Event Coordinator

OTHERS

Justin Watson Brady Preheim
Amara Liebelt Robert Brawand
Lynne Pettit

CALL WORK SESSION TO ORDER – 1:00 p.m.

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

- ◆ Justin Watson, Executive Director of St. Helens Senior Center. He is pleased to step into Kathy Innocenti's role and continue her legacy. He looks forward to reporting to Council next month. He has a background serving in the community. He graduated from Portland State University, is a liaison with the City of Tigard Town Center Advisory Commission, and is the Board of Director's Secretary for the Community Partners for Affordable Housing. He has a passion for seniors, housing, and community development. He is looking forward to working with Government Affairs Specialist Rachael Barry and the new Executive Director of Mainstreet Alliance, Amara Liebelt. His goal for the building is to bridge the gap with funding and delineate it to serve equitable measures. He is excited to serve both St. Helens and Scappoose.
- ◆ Amara Liebelt, Executive Director of Mainstreet Alliance. She just finished her first month. It's been very busy meeting business owners. She is also coordinating with Event Coordinator Tina Curry on Spirit of Halloweentown and Communications Officer Crystal King on bringing back the scarecrow contest. She will be meeting with Parks & Recreation Manager Shanna Duggan to discuss ways to get kids more involved in creating scarecrows for display.

DISCUSSION TOPICS - *The Council will take a break around 3:00 p.m.***1. Employee Length of Service Recognition - John Walsh, City Administrator (10 Years)**

Mayor Scholl recognized City Administrator Walsh for his years of service. He appreciates his quiet voice of reason in an atmosphere that can sometimes be chaotic. He is a huge asset.

Walsh thanked Council. It's a privilege and honor to serve. They have a great team.

City Recorder Payne said it has been a pleasure working with Walsh. She appreciates his leadership.

Public Works Director Zaher recognized Walsh's leadership. He appreciates his support and vision.

Mayor Scholl appreciates his vision with the community's interest at heart.

Councilor Birkle talked about not having the needed financial resources through the tax base, so they have had to look at alternative funding sources. With that shared vision, he has enabled staff to find funding through State and Federal resources. That has been especially helpful to meet goals.

2. Semi-Annual Library Department Report - Suzanne Bishop, Library Director

Library Director Bishop reviewed her PowerPoint presentation. A copy is included in the archive packet for his meeting.

- Have transitioned to fine free, which has resulted in an increase in patrons returning
- US Representative Suzanne Bonamici visited the Library
- Received a lot of community support to retain the Youth Librarian position
- Summer Library Challenge currently taking place
- Two new Library Board members
- Will begin Strategic Plan soon
- Friends of the Library update
- 17 active volunteers
- Community engagement
- 1,671 books, DVDs, and CDs have been added
- They have over 100 items in the Library of Things to check out
- Thanked Library staff
- Will be hiring a Youth Librarian
- Will be working on the five-year plan
- Looking for permanent funding for the Makerspace Technician position
- Planning the 2023 Genealogy Conference
- Returning to youth and other in-person programming

Councilor Topaz is amazed at what has been done.

- The Cooling Center at the Library brings a feeling of belonging.
- The Makerspace continually adds new things as the budget allows. They have discussed requesting donations from the community for things people have but are no longer using.
- Reference Librarian Brenda Herren-Kenaga was able to get people from the Library of Congress for the Genealogy Conference.

Councilor Birkle talked about books he is reading right now about the Russia Ukraine conflict. They have a good selection. He recommends people go check out what they have.

Council President Morten recently viewed a documentary about the revolution of libraries. It's so much more than just checking out books. He is encouraged to see St. Helens is keeping up. Bishop added that they are trend setting with it. Things have changed dramatically.

3. Review Proposed New Librarian 1 (Youth Librarian) Job Description

City Administrator Walsh reviewed the job description. Every time a position is vacant, they review the job description and bring it to Council for updates. Library Director Bishop pointed out that former Youth Librarian Gretchen Kolderup made changes to it prior to leaving.

There were no concerns from Council. It is on tonight's agenda for approval.

4. Review Proposed Psilocybin Moratorium Resolution & Notice of Measure Election

City Administrator Walsh pointed out the resolution and notice of measure election on tonight's agenda. Based on Council's direction, it is for a moratorium.

Councilor Topaz said there are a number of communities saying 'no' right now. There needs to be good rules and a good medical backup, which does not exist at this point. Walsh agreed that there are no rules at this time. Councilor Birkle added that the State does not have everything ready to even be able to implement this.

5. City Administrator John Walsh Report

- The adopted budget includes the acquisition of two new leased police vehicles. The colors of the existing vehicle are no longer available. Chief Greenway showed pictures of a proposed police car. It goes from a dark blue to black. They want police vehicles to be consistent. The proposed decal would go from blue to gray for the word "POLICE." The officers like the Dodge Durango. There will be a mix of Ford and Dodge, but they want them all to be same color scheme. They would all be wrapped the same, but the blue would stay until they are phased out. There was no objection from Council.
- Sand Island Sandcastle Festival this week. The new boat will not be here. They do have a contracted boat that will be here. There are no concerns with the new boat, it's just taking time.
- Reached out to the auditors about the extension of their contract. They should have something next month.
- Their region recently received quite a few federal funding awards
 - \$814,000 to Columbia Economic Team for the Small Business Incubator, which includes the Library
 - \$500,000 to Riverside Training Centers for empowerment to people with intellectual developmental disabilities
 - \$340,000 to City of St. Helens for law enforcement technology
 - Scappoose received funding as well
 - Having Barry to work on this is invaluable
- Docks
 - Making progress with the Harbor Master Agreement
 - The boat under enforcement was moved
 - Most people are paying to stay
 - Hope to roll the 3-5 day stays to October
 - Behavior has much improved
- Working on wastewater funding for challenges with growth
- Investigating the best long-term solutions for the reservoir
- First Street is moving along
- Riverwalk is on schedule to go out for bid next spring
- The scope of work for the Central Waterfront federal funding is moving along. He passed Councilor Topaz's comments along to the contractor.
- Partnering with Growing Rural Oregon to discuss ways to support entrepreneurs
- Met the new Senior Center Director Justin Watson
- Met the new Mainstreet Alliance Director Amara Liebelt

Councilor Topaz heard they were going to close the bridge to Longview for a few days. Will they monitor how that will impact St. Helens? Will fewer people pass through here?

Discussion about the timing and impact. It is slated to take place in Spring or Summer 2023.

ADJOURN – 1:57 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 3, 2022

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

Members Absent: Jessica Chilton, Councilor

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



At 1:59 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.

- **Consult with Counsel**, under **ORS 192.660(2)(h)**
 - Update on litigation with Cascades Tissue.
 - Update on potential litigation with City employee.
- **Real Property Transactions**, under **ORS 192.660(2)(e)**
 - Update on property at 291 S. 12th Street.

The Executive Session was adjourned at 2:12 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor



COUNCIL PUBLIC HEARING

Wednesday, August 03, 2022

DRAFT MINUTES

MEMBERS PRESENT

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

MEMBERS ABSENT

Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
Kathy Payne, City Recorder
Lisa Scholl, Deputy City Recorder
Jacob Graichen, City Planner
Jenny Dimsho, Associate Planner
Tina Curry, Event Coordinator

OTHERS

Keith Locke	Howard Blumenthal	Brad Hendrickson	Tracy Brown
Steve Toschi	Jerry Belcher	Audrey Webster	Art Leskovich
Jim Coleman	Brenda Herren-Kenaga	Darren Boe	Scott Jacobson
David Williamson	Robyn Toschi	Gina Harrington	Brady Preheim

OPEN PUBLIC HEARING – 6:00 p.m.

TOPIC

1. Street Vacation of Sections of Right-of-Way along N. River Street, N. 1st Street, Columbia Blvd. and S. River Street (Keith Locke, et. al.)

City Planner Graichen reviewed preliminary matters. Council President Morten was advised by legal counsel to say that he knows Keith Locke well from serving on Council together. It's up for debate if he should recuse himself from the vote but would like to deliberate. Graichen asked Council President Morten if he feels indifferent in the decision. Council President Morten said yes. Councilor Topaz declared that he also has a relationship with Keith Locke from time serving on the Council together. He does not feel indifferent in his decision making on this matter. Mayor Scholl declared that he has a relationship with Keith Locke and an abutting property owner, Steve Toschi. He does not feel that he has a favoritism. He will listen to the facts and be able to move forward. Councilor Birkle declared that knows Keith Locke as an acquaintance but feels he can make an objective decision. Graichen asked if anyone wants to challenge the ability of Council to make a fair decision on this matter. There was no objection from the audience for the Council to make a fair decision.

Associate Planner Dimsho reviewed the staff report. A copy is included in the archive packet for this meeting. Planning Commission reviewed the proposal and recommended denial of the street vacation request. Park & Recreation Commission also reviewed the proposal, based on the relation to surrounding

trails, and recommended denial. Council must determine if the public interest will be prejudiced by this street vacation. Dimsho referred to the Connector Plan and showed what it proposes for that area. The plan protects that area for its great view of the river. Staff is not comfortable recommending approval of any right-of-way in that area because they don't know what is planned for the future. Dimsho talked about utilities that would be impacted by the street vacation. Columbia River PUD objects to the proposed street vacation.

Councilor Topaz talked about the original street from Columbia Blvd. to N. River Street being very steep. Are there pictures of it? Staff did not have any. Mayor Scholl said it was very steep and a sharp corner. It was used for the boat launch. Councilor Topaz asked if the launch and dock at Grey Cliffs Park is included in the Master Plan. Dimsho said no. Councilor Topaz asked that because they have vacated the sidewalk near Nob Hill and now people must walk in the street.

TESTIMONY IN FAVOR

- ◆ Brad Hendrickson. (Mayor Scholl allowed him to go first because he needed to leave.) He received a street vacation on his end of 1st Street, so doesn't see why Keith would not be approved. There will never be a street by the City's pump station because of the cliff. Columbia River PUD opposed the street vacation because of utilities. However, there will still be setbacks for building even with an easement. The plan is for the developer to make a stairway down to River Street.

Mayor Scholl recalls Brad's street vacation. They were only asking for 15 feet and left 50 feet of right-of-way. Graichen confirmed that is correct.

APPLICANT TESTIMONY

- ◆ Keith Locke. Looking at the map on the screen, he pointed out the water and gas lines. The water line is 21 feet from his property line. The gas line only serves his property so would have to be relocated. Part of the plan is to move the power poles, which costs just under \$15,000. They can add a condition that if the poles don't get moved and the stairway isn't put in, the vacation doesn't happen. He talked about the bike path. He killed it once when he was on Council because it is unsafe. Keith reviewed his PowerPoint presentation. A copy is included in the archive packet for this meeting. It's a 70-degree slope where the bike path would be. The recommended slope for a bike path is between two and 10-degrees. With enough money anything can be built. About 30 years ago, he was on the Riverfront Committee. They met for several months and recommended to remove the road at the end of his street and make a two-way street at the bottom. Their recommendation was to make another one-way road with a bike path to access the marina. From what he hears that recommendation is gone now. The stairway is the only safe way to get down that hill. He is offering to put in a safe bike path. He pointed out the trail above Grey Cliffs Park, which is not safe.
- ◆ Tracy Brown, Land Use Planning Consultant. He continued to review the PowerPoint presentation. He pointed out the trail from Keith's house down to the street. The 80-foot right-of-way on Columbia Blvd. is probably about six inches from the front of Keith's house. The big oak tree is in the right-of-way and will need to be compromised for development. Tracy pointed out the right-of-way on Columbia Blvd. There are historic driveways and stairs encroaching into the right-of-way. The request is to not only support future development, but also clean up what is existing. He went on to review what is proposed. Most of the applicants are proposing to just increase lot size. Keith is proposing to develop his property with condos. Tracy addressed concerns in the staff report.
 - The 80-foot right-of-way on Columbia Blvd. is not needed
 - Development will increase value and create a significant revenue for the Urban Renewal District

- They propose to construct a viewing platform on Columbia Blvd. and pedestrian stairway down to River Street
- Frontage improvements on Columbia Blvd. and N. 1st Street would be completed
- Reviewed other options that would leave more right-of-way

Keith pointed out his property and the surrounding properties that do not meet setback requirements and encroach into the right-of-way. His house is historic but it's a money pit. It's been remodeled multiple times, there was a fire in the 1930's, and it's been a rental for 60-70 years. It was built before plumbing and electricity. If someone wants to buy it, they can move it. There are no views with all the trees around there. The whole thing needs to be cleaned up. He is proposing high end condos there. Each unit would bring in about \$8,000/year to the Urban Renewal District. This is a good project for the City. He'll be putting in \$300,000 - 400,000 in improvements. His request is to leave this meeting open until the first meeting in September. He will provide more information at that time.

TESTIMONY IN FAVOR CONTINUED

- ◆ David Williamson. He is a trustee of the small piece of property on the corner. The lot is about 60x60. It's a corner lot with larger setbacks. It's in a location with a view of the river. They don't see a downside. An easement for the utilities or moving them should be adequate.
- ◆ Darren Boe. The location for the proposed bike path is a drop-off. The view he has of the marina is amazing. It would be a benefit for more people to be able to experience that view. He has worked on the path that goes down to River Street. It needs to be improved or removed and replaced with stairs.

TESTIMONY IN NEUTRAL - None

TESTIMONY IN OPPOSITION

- ◆ Brady Preheim. He is in opposition. The house is worth saving. They don't need 15 condos in that area. It would not be beneficial to the City. He finds it troublesome that Keith admitted to eliminating the possible trail that was going to be funded by another citizen. He used his position on the Council to kill that project. Now he wants the property given to him because it wasn't developed. That is an ethical concern and should not be given to him.
- ◆ Brenda Herren-Kenaga. She is very concerned about the views. She understands the argument for sharing the views, which is why she wants to preserve them. She referred to the "Green and Blue Spaces and Mental Health, New Evidence and Perspectives for Action" copyrighted in 2021 by the World Health Organization. It found that, "...Across blue space categories, the most pronounced effects were found for affect and affective disorders...Qualitative studies pointed towards unique and beneficial characteristics of blue spaces, including the visual openness of the space and fluidity of the water." The University of Washington found that being near water can benefit mental health. The symptoms of depression and anxiety have doubled during the pandemic, especially for teenagers and young adults, which represents about 13.5% of the current population. They also need to consider people with disabilities and affect sound has on them. She fails to see how a stairway is in the best interest of the public. If the gravel pathway is unsafe, how can she trust him to build another pathway?
- ◆ Jerry Belcher and Scott Jacobson, Parks & Recreation Commission members. Jerry is not opposed to people making money. Keith has every right to develop his property. He is here about the property on both sides of Columbia Blvd. The rest of it does not concern him. The property belongs to citizens and it's the Council's responsibility to oversee it. What is in the public's best interest? He's concerned about the viewpoint. The Urban Trail runs along the east side of River

Street. He would like to have a crosswalk there going up to it. There is only viewpoint that has ADA access. Parks & Recreation Manager Shanna Duggan made the Urban Trail a priority this year and it's included in the Master Plan. If you take 50 feet away, it only leaves 30 feet and would shrink the area of the overlook. The Urban Trail will add a lot to St. Helens and the overlook is a vital part of it. It's not all about money. He hopes Keith makes a lot of money developing the property, but they should not be giving the public property away. He showed pictures to Council of the Urban Trail, a copy of which is included in the archive packet for this meeting. It will draw people and help citizens. Scott hopes to get more details in September. There was a lot of speculation. When you buy a piece of property it has boundaries, and you know what they are. He agreed with Jerry's testimony. Jerry repeated that the property belongs to the citizens of St. Helens and has future value.

- ◆ Howard Blumenthal. That viewpoint is a great place. Vacating it would limit access to people with disabilities. It's a lot easier to go down a trail than steep stairs. St. Helens is full of steep trails. Even if he builds fewer units, he would still be putting a sizable amount of money into the Urban Renewal District. There is a lot of rock there that will impact the development. Oak trees and view corridors are very precious in this area. He hates to see the right-of-way be given away.
- ◆ Steve and Robyn Toschi. He is abutting, affected, and at large. He reviewed a PowerPoint presentation. A copy is included in the archive packet for this meeting. This is a horrible deal for the City and the public. It's priceless view property that they are asking to take away from the public forever. He is asking that Council not turn their back on the community. He showed a picture from the end of 1st Street. It is a steep hill but has an 80-foot right-of-way that could be used to create a path. It's first-class property that should have wide streets with public improvements. In 2016, the public said access to the river and public views were priorities. Now they are looking at giving them away. If they give it away, there will be buildings blocking the view. He pleaded with the Council to not give it away. Steve went on to show pictures of junk on the property. He disagreed that Keith is a developer. The historic building sign is covered with a no trespassing and camera sign, with four pot plants below it. Wayne Weigandt was going to put in a path and pay for it, and Keith killed it when he was on Council. Now Keith wants it for himself. When Keith was a public official, he failed to declare a bias. His private interest was never exposed. Is it in the public interest? Keith says he wants to develop. If an abutting property doesn't give consent, you cannot go through with it. He and Robyn did not consent, as well as others. The City is interpreting abutting different than he is. He pointed out how his property abuts the subject property. If there is a building there, it will be in his front yard. The property is right next to his. He agreed with Brenda. As the world gets more crowded, they need these open spaces. Council should find that this is prejudicial and reject this application. They should also find that his property abuts per the Development Code.

Graichen said there was a request to continue the Street Vacation. There is a question of whether they want to save the rebuttal.

The applicant requested the opportunity to rebut what was said tonight.

Graichen said Council needs to continue to a date and time certain. The applicant wants to submit additional testimony. It's a continuation of tonight's meeting and allows anyone to submit additional testimony.

Jerry asked if he could make a statement tonight after the applicant. Graichen said normally the applicant has the opportunity to rebut as the last say. Does Council want to give additional time tonight? Mayor Scholl agreed to allow the applicant to rebut tonight and then allow for questions.

Jerry Belcher asked if the property could be sold after the Street Vacation is granted. Mayor Scholl said yes.

REBUTTAL

Tracy Brown said that Keith has never represented himself as a developer. He is preparing the property for development. Staff contacted their attorney about Steve Toschi's property, and it was determined that the property is not abutting per State statute for street vacations. Steve mentioned the definition of abutting in the Development Code, but this is not a Development Code item. Once they get to a land use application, then the Development Code is applicable. Right now, it is just a concept. Mayor Scholl pointed out that Keith has given testimony tonight about the development and how it would benefit the City. They will investigate the definition of abutting further. Tracy repeated that the Development Code does not apply until there is a land use application. A lot of the pictures submitted were incorrect. The vision of where the buildings were shown will stay in the right-of-way. Some of the testimony is trying to kill development on that property. It's unfair to say Keith can't develop. He has development rights on his property.

Keith Locke distributed information to the Council, a copy of which is included in the archive packet for this meeting. He will provide more information for the next meeting.

Steve Toschi stated that there is no ruling of whether Council will continue the hearing.

Mayor Scholl requested staff further investigate the definition of abutting as it relates to street vacation.

Steve will be providing additional information for the record to City Recorder Payne.

MOTION: Motion made by Council President Morten and seconded by Councilor Topaz to continue the public hearing to September 7, 2022, at 5:30 p.m. in the Council Chambers. Voting Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz

RECESS PUBLIC HEARING – 8:07 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, August 03, 2022

DRAFT MINUTES

MEMBERS PRESENT

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

MEMBERS ABSENT

Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
Kathy Payne, City Recorder
Lisa Scholl, Deputy City Recorder
Jacob Graichen, City Planner
Jenny Dimsho, Associate Planner
Tina Curry, Event Coordinator

OTHERS

Keith Locke	Howard Blumenthal	Brady Preheim	Tracy Brown
Steve Toschi	Jerry Belcher	Audrey Webster	Art Leskowich
Jim Coleman	Brenda Herren-Kenaga	Darren Boe	Scott Jacobson
David Williamson	Robyn Toschi	Gina Harrington	

CALL REGULAR SESSION TO ORDER – 8:18 p.m.

PLEDGE OF ALLEGIANCE

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

None

DELIBERATIONS

- 1. Street Vacation of Sections of right-of-way along N. River Street, N. 1st Street, Columbia Blvd. and S. River Street (Keith Locke, et. al.)**

The Street Vacation has been recessed until September 7, 2022, at 5:30 p.m.

ORDINANCES – *First Reading*

- 2. Ordinance No. 3286:** An Ordinance to Amend the City of St. Helens Zoning District Map to Add a Planned Development Overlay Zone for Certain Property Located at the Southeast Corner of the Pittsburg Road and Meadowview Drive Intersection

Mayor Scholl read Ordinance No.3286 by title. The final reading will be at the next meeting.

RESOLUTIONS

- 3. Resolution No. 1961:** A Resolution Approving Referral to the Electors of the City of St. Helens at the November 8, 2022 General Election, the Question of Whether to Prohibit Psilocybin Service Centers and the Manufacture of Psilocybin Products within the City

Mayor Scholl read Resolution No. 1961 by title. **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Resolution No. 1961.

Mayor Scholl reported that this is to put the moratorium on the ballot for a vote.

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

Mayor Scholl reported that Councilor Chilton is on maternity leave.

AWARD BID/CONTRACT

4. Award Bid and Authorize Mayor to Execute Contract for 2022 Annual Striping Project to Specialized Pavement Marking, LLC in the amount of \$38,002

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

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

5. Extension of Agreement with Columbia County for Community Corrections Work Crews
6. First Amendment to Agreement with Keller Associates, Inc. for the Water Master Plan Update
7. Contract with Duke's Root Control, Inc. for Services to Eliminate Roots from Sanitary Sewer System
8. Second Amendment to Agreement with David Evans & Associates, Inc. for Columbia Blvd. Sidewalk and Safety Improvements Project
9. Notice of Measure Election - Psilocybin Moratorium

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '5' through '9' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz

CONSENT AGENDA FOR APPROVAL

10. Council Work Session, Public Hearings, and Regular Session Minutes dated June 15, 2022
11. Proposed New Librarian 1 (Youth Librarian) Job Description
12. Accounts Payable Bill Lists

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '10' through '12' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz

WORK SESSION ACTION ITEMS

None

COUNCIL MEMBER REPORTS

Council President Morten reported...

- Parks & Recreation Commission
 - Recommended denial of Keith Locke's Street Vacation
 - Recommended City staff create a budget for the Urban Trail
 - Recommended investigating murals at Campbell Park, which has proven to reduce graffiti and vandalism. He talked about it how it has come up to the Arts & Cultural Commission in the past. The Arts & Cultural Commission has been on hiatus, but this gives them something to do. It will be a collaborative effort between the two commissions. Councilor Topaz acknowledged this is a great idea and added that Government Affairs Specialist

Rachael Barry is working on reactivating the Arts & Cultural Commission. Discussion about other murals that have impacted communities.

Councilor Topaz reported...

- Read the Maul Foster proposal for measurements of the lagoon waste disposal area. Have they had an opportunity for the community to provide input for a waste dump there?
- Talked about the cooling center opening per standards set by the National Weather Service. City Administrator Walsh added that the City is just a service provider. Columbia County Emergency Management is using tiers determined by the National Weather Service.

Councilor Birkle reported...

- Attended the Sheriff's National Night Out. He had the opportunity to speak with Sgt. Eggers and observe a demonstration with K9 Officer Ryder and the County's new K9 officer.
- Visiting the reservoir tomorrow. If anyone else is interested in going, they are meeting at City Hall at 9 a.m.
- Can people still file to run for mayor and council. City Recorder Payne confirmed that the filing deadline is August 15.
- Researched hazardous waste between meetings today. In response to Councilor Topaz, there have not been any public forums for it, but they are planning to have them. Public input is important. The exclusive negotiating agreement with US Ecology gives them resources to provide information and engage the public. Contrary to a published article in the Chronicle last week, the Council has not made any decisions to bring toxic waste to the lagoon. He encouraged people to continue to educate themselves and be engaged in discussions about waste. They are discussing hazardous waste. They are not discussing toxic waste. He encouraged the Council to be careful about terms used when they are speaking and writing as City representatives. They need to rely on the best information possible, which includes heavy public engagement. The decision will have a long-lasting impact. He promises to learn as much as he can. Council can set the tone in discussions by addressing real science and real information and addressing people's concerns with scientific information.

Mayor Scholl said there were informative meetings early on with the public about the concept. There are many layers, including citizen input. The article really upset him as well. They are not back door dealing with anyone. He would appreciate trust from councilors and a phone call before a letter is submitted to the paper. Council President Morten said there are no plans. They are just studying the issue. Councilor Birkle went on to say that they are not simply talking about dredging Portland Harbor, putting it on a barge, and bringing it to the lagoon. There's so much more to the process, which is why they entered into the agreement and will continue to do their due diligence and determine if it is in their best interest.

Councilor Topaz said the article pointed out that the agreement is with a company that manages, not studies. There is another operation for studying but that was not mentioned in the article. The article is about a company that manages waste systems. When you do that, you will have a system that handles waste, and this company will manage it. DEQ talked about a particular compound that is acceptable up to one part per million. Two parts per million are not acceptable. There is another compound that is acceptable at half a part per million but if you go to one part per million it's not acceptable. DEQ does not say what happens when the two compounds are together. They could neutralize each other, or they could add to it, which makes it toxic, or they could make it multiply. The way the law is written now, they look at each individual compound, without anything else being around it, and they declare it a problem or a toxic condition. That should be cleared up, especially with a waste plant that has the possibility of bringing in stuff from all over. Some of the stuff that comes in may be innocuous but when you mix it with other stuff it's not.

Councilor Birkle said that is all part of the conversation. The fact is they have entered into negotiations and may or may not enter into an agreement. Council has not in fact agreed to move ahead with a waste treatment facility. Councilor Topaz said they agreed with a surveyor. Mayor Scholl said that is his opinion and not fact. Councilor Topaz pointed out that his is a well-educated opinion. Mayor Scholl does not want to argue with nonsense. They are going to learn together. Councilor Birkle expressed that his opinion is different than Councilor Topaz's. Councilor Topaz asked if he is aware that he has worked with the artificial kidney. He has dialyzed people who have gotten poisoned and had some of these toxic problems that are in the microbusiness because they interact. He has worked on people with this. Mayor Scholl is trying to find out how it's relevant to a hazardous waste dump on a 39-acre lagoon. Councilor Topaz said it's hazardous waste because the compound...Mayor Scholl called out of order and moved on to his report.

MAYOR SCHOLL REPORTS

- Congratulations to Councilor Chilton and her family on their new baby.
- Attended the National Night Out and was able to see the K9 officers' presentation.
- Sandcastle competition is this weekend. He will be a judge. The weather will be perfect.
- Oregon Mayor's Association Conference is coming up. He is most looking forward to presenting first place awards to Ellie Luke and Rosie Parsons for the "If I Were Mayor..." Student Contest.
- 13 Nights on the River has been rocking. Thank you, E2C for all your efforts.

OTHER BUSINESS

Walsh clarified that the work being done with US Ecology is aimed towards a subtitle Class D permitting process. Class C is hazardous waste facilities, but Class Ds are not. They have never talked about receiving hazardous waste. Class D is limited waste. They are not interested if it can't be done safely.

ADJOURN – 8:53 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL WORK SESSION

Wednesday, August 17, 2022

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Mouhamad Zaher, Public Works Director
 Sharon Darroux, Engineering Manager
 Jacob Graichen, City Planner

Crystal King, Communications Officer
 Aaron Kunders, Water Quality Manager
 Jenny Dimsho, Associate Planner
 Mike De Roia, Building Official
 Bill Monahan, City Attorney
 Tina Curry, Event Coordinator

OTHERS

Paul Vogel
 Jason Moos
 Jak Massey

CALL WORK SESSION TO ORDER – 1:00 p.m.

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

None

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

1. **Employee Length of Service Recognition - Jose Castilleja (15 years), Curt LeMont (15 years), and Jacob Graichen (15 years)**

Mayor Scholl and Council members congratulated and thanked Police Sergeant Jose Castilleja, Public Works Utility Worker II Curt LeMont, and City Planner Jacob Graichen. Graichen was the only one able to attend in person.

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

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

- Thanked Council for their consistent support and participation
- Reviewed collaborative initiatives with the County and St. Helens
- Provided grant application assistance
- Reviewed recruitment projects
- Reviewed retention, expansion, and recovery
- Keep it Local provides digital marketing
- Reviewed tourism efforts and partnerships
- Focusing on membership
- Reviewed primary objectives

Paul introduced Small Business Development Center Director Jason Moos. Jason will be meeting with each City in the County to find out how the Center can best serve them. He will also be bringing training to small businesses. City Administrator Walsh will coordinate a time for Jason to come back to a Council meeting. Jason agreed to provide questions for Council to review in advance.

Councilor Topaz asked if they are focused on any particular industries, such as aircraft, farm instruments, medical, etc. to help with build systems at OMIC. Paul responded that it's agnostic. It's up to OMIC, and their members, what they do. CET is only a partner. They're not driving their strategy or Board of Directors. Paul can connect him to the OMIC members.

2. Semi-Annual Report from South Columbia County Chamber of Commerce - *Jak Massey, Member Relationship Manager*

Jak Massey reviewed her report. A copy is included in the archive packet for this meeting.

- 114 active members
- Networking events are well attended
- Reviewed marketing improvements and community outreach
- *Trips to Discover* magazine listed St. Helens as one of the top 18 best small towns to visit during Halloween
- She was contacted by American Pickers asking for assistance with promoting their visit in October. The Chamber is not able to help them because they specifically stated they do not want to work with businesses, and that is what the Chamber supports. She can pass contact information on to the City if they want to follow-up.
- Reviewed support available to members
- Welcomed new Board members
- Return of the Ambassador Program
- Bringing back the Awards Banquet
- Reviewed community involvement and legislative updates
- Candidate forum September 29
- No longer pursuing funds to act as a Visitor Center. Their responsibility is to businesses. They will continue to provide visitor information during their open hours.

Councilor Birkle attended the Food Bank ribbon cutting and evening event. It was good to see the presence of the Chamber ambassadors and hear that businesses feel supported by the Chamber.

Council President Morten thanked Jak for her report. Kiwanis is redoing their sign to pay tribute to all civic organizations.

Walsh told Jak that the City can remove and store the visitor sign if they decide to do that.

Mayor Scholl looks forward to the banquet returning.

Councilor Topaz talked about the train depot memorabilia in the attic that American Pickers may be interested in. Jak is interested in looking at it and possibly displaying it. Councilor Topaz explained how to access the attic. Mayor Scholl is willing to help Jak if she needs it.

4. Citizen's Day Debriefing - *Lisa and Crystal*

Communications Officer Crystal King and Deputy City Recorder Lisa Scholl reviewed their presentation. A copy is included in the archive packet for this meeting.

- Free barbecue lunch
- Live music
- Car show
- 48 Vendors with activities
- Approximately 1,000 attendees
- Received positive feedback from attendees

- Selecting a date early is very helpful
- Recognized staff that took lead positions, helped leading up to the event, and the day of the event
- CERT controlled traffic and parking
- Event cost approximately \$7,512.65. They received \$5,919.45 in donations, thanks to local businesses.
- Staff and volunteer hours totaled approximately 404.25 hours
- More assistance is needed for the event in the future
- Staff recommends hosting the event June 24, 2023
 - July and August have higher potential for extreme heat and smoke from fires
 - Unfortunately, that does mean three weekends in a row for staff and volunteers with the Kiwanis Community Parade the week prior and 4th of July the week after
- Needs for the future
 - Electricity for vendors
 - Additional parking
 - CERT can't help people cross at Old Portland Road and S. 18th Street because of the absence of crosswalks and sidewalks
 - Move to Columbia View Park after construction

Mayor Scholl talked about this being his idea and it started small. He did all the planning and did not ask for assistance until the day of the event. It has since grown to what it is now. They can work with Public Works Director Zaher to get additional power sources. He emphasized starting now to have it ready in time. June serves citizens the best.

Councilor Topaz suggested cleaning up gravel piles to allow for more parking. He is not in favor of making the event smaller. They can increase power and water to be ready for next year. There are plans to upgrade Old Portland Road, so they can start early by installing sidewalks and painting crosswalks. He recognized the work done by staff. The attendees were happy.

Council President Morten appreciated the thorough debrief. There is potential to combine events. This will only get bigger and better. He suggested it be facilitated by the Event Coordinator. That would reduce staff demand.

Councilor Birkle acknowledged that it was a great event. He would like to set a date prior to January.

Mayor Scholl talked about this being an opportunity for the public to meet the elected officials, department heads, and all staff. This is the best park and may just need some infrastructure improvements. He suggests putting in a ferris wheel. He spoke with almost every vendor, and they were having fun. It was a great event, which staff has helped grow. He suggests they keep it how it is now and not making it bigger.

Council agreed to June 24, 2023 for next year's event. Staff will return to the October 5, 2022 meeting for follow-up.

5. Review City's Mercury TMDL Implementation Plan for Willamette River Watershed - Mouhamad & Sharon

Public Works Director Mouhamad Zaher and Engineering Manager Sharon Darroux reviewed their presentation. A copy is included in the archive packet for this meeting.

- Necessary reduction of pollutants into the Willamette River
- Reviewed stormwater measures
 - Pollution prevention and good housekeeping for municipal operations
 - Public education and outreach
 - Public involvement and participation

- Illicit discharge detection and elimination
 - Construction site run-off control
 - Post construction site runoff for new developments and redevelopments
- Monitor and report to DEQ
- Implementation needs to begin by September 3, 2022
- Reviewed planned strategies
- Reviewed next steps
- Will require funding
 - Additional Public Works Operations
 - TMDL program coordination
 - Public programs and training

Councilor Topaz asked if there is really a mercury load problem in town or is this just bureaucratic. Zaher said that they are required by DEQ to implement the program. He believes DEQ did extensive research prior to requiring it. The pollutants are not necessarily coming from St. Helens but could be coming from upstream.

Mayor Scholl appreciates the education piece and the increased protection of fish. He sees the need for additional staffing.

Councilor Birkle talked about public education including painted signs at storm drains to remind people about the need to protect waterways. Zaher and Darroux agreed. Public education is very important. It will help with all pollutants.

Mayor Scholl asked if there would be a fee. Darroux said a small fee and a plan will need to be submitted. City Administrator Walsh pointed out that the stormwater fund is lacking. Councilor Topaz asked if there is any funding assistance from the State. Darroux said they could apply for a loan and could also seek grants.

Council President Morten talked about staff being more effective and efficient. Darroux agreed they have a good team and work well with Public Works.

Mayor Scholl thanked staff. There are a lot of big projects, and they need help. Zaher acknowledged they are overwhelmed but try not to ask for help until they really need it.

6. Review Annual Recommendation to Adjust Cascades Reserve Allocation - Mouhamad & Aaron

Public Works Director Mouhamad Zaher and Water Quality Manager Aaron Kunders reviewed the recommendation. A copy is included in the archive packet for this meeting. Recommended adjusting the rate to 83.3%.

Councilor Topaz asked if there are any problems if DEQ changes their rules. Kunders responded that this doesn't have anything to do with DEQ directly. Loading from the mill can affect what DEQ limits.

Break - 3:09 p.m.

7. Comstock Planned Development Overlay Final Decision Considerations - Jacob

City Planner Jacob Graichen reviewed his report. A copy is included in the archive packet for this meeting. The ordinance on tonight's agenda is silent about the sewer. The second reading is tonight. If they decide they don't agree with something about the public hearing, they can choose not to adopt the ordinance. Based on the subdivision public hearing tonight, it will help them make a decision.

Mayor Scholl is going to recuse himself from tonight's subdivision hearing. He does want to know if tonight's hearing is mute. Graichen explained that the sewer concerns will come up tonight and will bring up more things to think about.

Mayor Scholl pointed out that this will come up again. Are they going to deny everyone? Rumor has it that Stimson property does not have adequate sewer. Councilor Topaz asked if he wants to build and there's not adequate sewer, can they just say there's not adequate sewer. Graichen does not want to have this discussion prior to tonight's hearing.

Mayor Scholl is confused about the Planned Community Development showing a different zone than tonight's subdivision hearing. Graichen will bring that up tonight.

8. Review Proposed Amendments to Public Works Director Job Description - John

City Administrator Walsh reviewed the job description. A copy is included in the archive packet for this meeting.

- Updates language
- Updates supervision component

Councilor Topaz pointed out under minimum qualifications that it lists an undergraduate degree in civil engineering. He wants to make sure that a civil engineer has a Professional Engineer (P.E.) license. It also says that a master's degree is preferred but does not say what field it should be in. He wants it to be more specific.

Walsh said that it's a manager position and not meant for technical review. City Recorder Payne added that the master's would be the same as listed as a bachelors. Councilor Topaz repeated that the position must have a P.E. Mayor Scholl pointed out that Councilor Topaz is micromanaging because of his engineering background. The Public Works Director is overseeing an entire operation. They are not managing projects. Councilor Topaz continues to waste their time. Councilor Topaz disagreed. He wants that position to have a technical master's degree. Council President Morten does not want to limit applicants with that requirement. Zaher said it's likely that whoever applies will have an educational background in engineering. Councilor Topaz wants it to be a master's degree in technical science. Councilor Birkle said they shouldn't require it if it's not required in a bachelor's degree.

Councilor Topaz said this position is political. Mayor Scholl disagreed. He treats everyone fairly. Councilor Birkle agreed, employees are not political.

Walsh said there is additional language in the job description referencing the Public Works Director as an emergency responder. This position is exempt and on-call 24/7.

9. Report from City Administrator John Walsh

- Tonight's agenda highlights
 - Agreement with Pauly Rogers for auditing services
 - Agreement with Scappoose Bay Watershed Council for Nob Hill Nature Park, McCormick Park, and Godfrey Park
 - Amendment to 1st and Strand Street project
 - IGA for judicial services
- Oregon Government Ethics Commission (OGE) training here at 5:30 p.m. on September 21
- There is new legislation called the Oregon Paid Leave Program
 - 1% employment tax to fund a State program that creates 12 weeks of paid leave
 - Managed through the State, through the City as self-funded, or a third-party option they can look at
 - Based on income
 - 60% split for employee and 40% for employer
 - There is an administrative component of how it benefits that needs to be figured out
- Docks
 - Going well
 - Don't have an IGA for the Harbor Master yet

- People are paying
- Kids are jumping in the water there. There is underground electricity and very dangerous. Mayor Scholl suggested additional signage for no swimming.

ADJOURN – 3:53 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 17, 2022

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
 Kathy Payne, City Recorder
 William Monahan, City Attorney with Jordan Ramis PC



At 3:56 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.

- **Consult with Counsel/Potential Litigation**, under **ORS 192.660(2)(h)**
 - Update on litigation with Cascades Tissue.
 - Update on legal ownership of property by specific parties.
 - Update on potential litigation with City employee.
- **Real Property Transactions**, under **ORS 192.660(2)(e)**
 - There was no discussion under this ORS.

The Executive Session was adjourned at 4:36 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor



COUNCIL PUBLIC HEARING

Wednesday, August 17, 2022

DRAFT MINUTES

MEMBERS PRESENT

Council President Doug Morten
Councilor Patrick Birkle
Councilor Stephen R. Topaz

MEMBERS ABSENT

Mayor Rick Scholl
Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
Kathy Payne, City Recorder
Lisa Scholl, Deputy City Recorder
Jacob Graichen, City Planner
Mouhamad Zaher, Public Works Director
Sharon Darroux, Engineering Manager
Tina Curry, Event Coordinator

OTHERS

Ken Sandblast	Shannon	Steve Toschi
Jeanne Morain	Matt Snook	Rhonda Kirtland
Abigail Dawson	John Brewington	Nancy
Jacob Holder	Cyndi Furseth	Caroline Skinner
Brady Preheim	Heidi Oliver	A. Rose
Steve Osmon	Mick Harris	David Petersen
Robert Johnston	Beth Johnston	Vicky Njust
Val O'Farrell	James Shober	Howard Blumenthal
Clark Warren	Amanda Furnish	

OPEN PUBLIC HEARING – 6:01 p.m.

TOPIC

1. Appeal of Planning Commission's Denial of a 46-Lot Planned Development Subdivision Preliminary Plat located SE of the Intersection of Pittsburg Road and Meadowview Drive (Comstock)

City Planner Jacob Graichen reviewed preliminary matters. The mayor recused himself, based on the previous Planned Development Overlay. There were no other ex-parte contact, conflicts of interest, or bias in this matter. There were no objections from the audience for the Council to make a fair decision.

Graichen reviewed the staff report. A copy is included in the archive packet for this meeting. Additional written testimony was distributed to Council, which is also included in the archive packet. The applicant has amended their subdivision to 34 lots. Graichen went on to review the Planned Development Overlay

and proposed phasing. He reviewed the sanitary sewer lines that are at capacity. The applicant proposes a fair share fee in lieu to address the sewer issue.

Council President Morten asked if the developer would pay a fair share of upgrading the sewer lines marked in red that Graichen pointed out. Graichen said the system is at capacity. That creates the potential of surcharges and possible DEQ fines. In order for the sewer to not be in red, it will take millions to upgrade the system. The applicant is willing to pay their fair share, which is estimated at approximately \$6,600 per dwelling unit.

Graichen reported that the new proposal from the applicant reduces the lots by 26% and maintains a 7,000 sq. ft. minimum.

Graichen talked about moratorium law. When there is a pattern or practice of restricting or denying permits based on utility issues, there is supposed to be a moratorium or public facility plan. There is currently no pattern or practice. If this was denied based on that, that may not constitute a pattern or practice. As they review other development proposals, they may have to create a moratorium. It creates a sensitivity with the applicant.

APPLICANT TESTIMONY

◆ Ken Sandblast, Clark Warren, and Mick Harris

Ken listed the two issues that were the basis of appeal.

1. The layout did not comply with the 7,000 sq. ft. minimum. The updated plan, as reviewed by Graichen, now complies with that. This is a 26% reduction in density.
2. Sanitary sewer

Clark heard the concerns and is open to moving forward cooperatively.

Mick reviewed the letter submitted to the record, a copy of which is included in the archive packet for this meeting. The Planning Commission denied the application with respect to St. Helens Municipal Code (SHMC) Ch. 17.152.090(4), which allows developments to be restricted if there are sewer system deficiencies. They find that improper for a number of reasons. City Council adopted Ordinance No. 3281 three months prior to the denial of the applicant's proposal. When Council approved the annexation application, the Council found no concerns with sanitary sewer and any uses on the property could be accommodated by the City's sanitary sewer system, and there was substantial capacity available. Because the Planning Commission did not point to any changed circumstances between the annexation finding and then subdivision denial, they argue that there is not substantial evidence in the record to justify the statement that there is insufficient sewer capacity. If there is inadequate sewer capacity, there are considerations to encourage the Council to approve the application.

1. In denying the application, it would have imposed a de facto moratorium. For a moratorium to be established, there are certain statutes the City must follow. The imposition would be unlawful and qualify as a taking under state and constitutional law.
2. A subdivision is not a development permit. It is a plat to draw lines on the map to create new legal lots. The SHMC, which raises concerns about sewer system deficiencies, speaks specifically to development permits.
3. The standards of SHMC 17.52.090(4) are not clear and objective, as it relates to ORS 197.307(4). With respect to the needed housing law, the order to deny the application violates the housing statute by not allowing them to build needed housing in the community. Based on inconsistencies with land use regulations and the Comprehensive Plan, it would be prohibited to deny this new housing.
4. There were concerns raised about there not being a proportional calculation for the applicant to pay their fair share of a new sewer system. The applicant is willing to accept a fair share fee of \$6,600 per dwelling unit.

Ken added that one of the primary concerns was the applicant paying their fair share of the sewer system. It is a system-wide issue for the community. It is not specific to this application. He appreciates the opportunity to present tonight. They have complied with the concerns for 7,000 sq. ft. minimum lots and support the conditions of approval. They are seeking support to reverse the appeal.

- ◆ Jeanne Morain. She thanked Council for their consideration. Although there are people opposed to building on or selling the land, it was decided by the City in 1991 that this land was residential, not farmland nor a meadow. Her mother-in-law has constitutional rights to sell and develop the property. Those rights have been overlooked because the meetings have been very caustic. They have been threatened physically, their name has been publicly smudged, and people have tried to adversely possess the land. They are trying to do the right thing. They selected Noyes because they are a five-star developer who will bring quality to the area. Either way, the land will be developed.

TESTIMONY IN FAVOR

None

TESTIMONY IN NEUTRAL

- ◆ Steve Toschi. He is here as an individual and not a Planning Commission member. He commends the property owner and developer for respecting the decision of the Planning Commission and creating a plan for 7,000 sq. ft. lots. He urges the Council to prioritize the sewer issue. They need to explore revenue streams to get it done. People should be able to develop their property.
- ◆ Rhonda Kirtland. She thanked the developer and owner for the revision. She is very happy to see 7,000 sq. ft. lots will be honored. She addressed the Wastewater Master Plan. It looks like they are in basin six, which is priority three, phase four and five for the pipes. The Master Plan shows that would not be addressed until 2032-2041. Will Council prioritize this development to an earlier phase?
- ◆ Cyndi Furseth, President of Meadowbrook HOA. Initially, there were misconceptions about the Planned Development. That may be a moot point now. The family and developers are considering fire safety, maintenance of wetlands, and a trail. She is hearing a lot of positive responses from neighbors. Maintaining a wetland is almost impossible now but must be done properly. She appreciates the thought and time put into this.
- ◆ John Brewington. He is pleased to see they are 7,000 sq. ft. lots. He would like to see the sewer problem solved without it costing him anything. He suggests leaving the streets the way they are now. Connecting to Meadowview Drive is dangerous. It's steep and difficult to see turning onto Pittsburg Road.

Council President Morten asked if he is proposing access to Pittsburg Road from their property. John said no, access would be to Barr Avenue.

TESTIMONY IN OPPOSITION

- ◆ Robert Johnston. He is seeking clarification of the applicant's proposal of \$6,600 for 34 lots. That is only \$224,200 out of a \$10 million cost for the sewer. Growth should pay for growth. This will create additional traffic on Barr Avenue, which is already overloaded. He agrees with the Planning Commission's decision to deny the application unless they can come up with money to improve the sewer.

- ◆ Matt Snook. He is adamantly opposed to the proposal. Meadowview Drive is already a hazard. There would need to be a lot of improvements to make it safe. Barr Avenue is already overloaded. You must pull to the side to let cars go by. It's not their fault that the sewer is at capacity. Someone has to pay for it, but it shouldn't be the current owners. The wildlife has already been run off by the mayor. His wife bought the house to raise kids. People who live up there want a country setting. She has a right to develop, but not at the detriment of adjacent owners. The original owner wanted just a single-family residence. At the end of the day, it's the neighbors who will still be here.

Councilor Birkle reminded people not to make personal attacks. It's not appropriate and does not help the argument on either side.

- ◆ Vicky Njust. She is confused. She thought the overlay was denied. Shouldn't it be approved before they can consider the subdivision?

Graichen explained that this is a nonstandard subdivision. It creates lots that are narrower than what would normally be allowed. Vicky said she never saw the 34-lot proposal. Graichen said it was submitted on August 15. It is now part of the record and was displayed on the screens earlier in the meeting. Vicky asked if they still meet the 7,000 sq. ft. lot size. Graichen said yes.

Vicky agreed that the developer is not entirely responsible for the sewer system. If they're at critical mass, they should not be adding more. They need to consider a moratorium until it's upgraded.

- ◆ Abigail Dawson. Her property backs up against the subject property. She has concerns about adding 34 lots to the sewer. She is surprised that this hasn't been brought to the public. Traffic is a big issue. Sykes Road does not have sidewalks or bike lanes. You can't pass someone on the side without going to the other lane. This will increase the chances of someone getting hurt. It needs significant improvements to infrastructure. There are privately owned tracks with wetlands. Her lot is 15,000 sq. ft., but half is wetlands that she is unable to put a fence around. There is no way for her to delineate between the public wetlands and the private wetlands. She needs to be able to secure her property. The sewer issue is the number one priority. A moratorium is a good idea until they can sustain long-term growth.

- ◆ James Shober. Aren't there people on Firlok who are unable to connect to sewer?

Graichen said yes. James asked why that's not being brought up to the public? Graichen said that is a different problem. Engineering Manager Darroux added that there is not a public sewer available for Firlok, so would have to be all new construction. James agreed with concerns brought up about traffic.

- ◆ Amanda Furnish. Her house backs up against wetlands. They talked about having walk-throughs in the area. She is concerned about liability because it would include her property. Meadowview Drive is a very small road. It's hard to see both ways when turning onto Pittsburg Road. She can't imagine more cars on Barr Avenue and Meadowview Drive.
- ◆ Stevie Osmon. The sewer problem is a huge thing. She is not understanding the discussion about people paying the fair share. There are people along the red line who are not even on the sewer system. Meadowview Drive is not a safe place for more traffic. The development will be detrimental to the nature.
- ◆ Heidi Oliver. She is concerned about Barr Avenue. She already has to deal with Rich Bailey's subdivision. She had to get Public Works Director Zaher to install a stop sign. She is opposed due to concerns about safety and the lack of schools to accommodate the growth. They are not ready for this. If St. Helens agreed to Comstock's development in 1991, that would have been done by

Skip Baker and was messed up. She is opposed to this. They don't have an adequate grocery store to take on more, infrastructure is hurting, they can't afford to pay more taxes to support this, and the City is overstepping their bounds. They are not ready for it.

- ◆ Jacob Holder. He is mainly opposed because of the sewer infrastructure system and using Meadowview Drive. Pulling out onto Pittsburg Road is already difficult. This will also add a lot of traffic to Sykes Road and Barr Avenue.
- ◆ Robert Johnston. He requested to view the sewer map shown earlier. If someone requested to put a single-family home east of the 'X,' would they be allowed to connect to the sewer?

Graichen said they have talked about it, but he is not sure. The Council's decision tonight will help shape that for the future. Robert asked if they have a plan to cure the problem. Darroux responded that the only way is to increase the pipe size. It's more expensive to run a parallel line. Robert asked why they would want 34 lots when a single-family home could not connect.

REBUTTAL

- ◆ Ken Sandblast. Connectivity to Meadowview Drive and Barr Avenue was a concern. The Code requires it. The property has a lot of street stubs. A traffic study was done on the initial subdivision application, which was based on a higher density. It found that the infrastructure was adequate. It should be even more adequate now with a reduction in lots. The applicant is not proposing the \$6,600. They were happy to get that from the City to pay their fair share of the sewer.

Councilor Birkle clarified that the \$6,600 was only for new development. Graichen confirmed that is correct. It would be a condition of land use approval. Darroux added that the amount is for all new growth within the Urban Growth Boundary (UGB). Ken said there is already a sewer SDC fee, which this is in addition to.

- ◆ Mick Harris. He spoke to concerns about the sewer system. All three of the trunk lines affected are categorized as priority three in the Wastewater Master Plan. The Plan reported infrequent or no observations of historical overflows or surcharge in priority three.

Council President Morten pointed out that he opened the hearing as a 46-lot subdivision. Graichen confirmed that was the original application, which was appealed. The applicant submitted a revised plan reducing it down to 34 lots, by 26%. The reduction in lot size was a result of meeting the 7,000 sq. ft. minimum lot size. Council President Morten asked if the Council is liable since he opened the hearing as a 46-lot subdivision, which has changed. Graichen does not suspect there to be a liability but does not have legal counsel here to confirm.

Councilor Topaz asked if the Planning Commission has seen the new proposal. Graichen said no. They just received it on August 15.

Council President Morten asked what staff recommends for deliberations. Graichen said there are no significant changes other than the number of lots. They do have a suggested approval with conditions, including what was discussed tonight.

Council President Morten expressed concerns about voting on the 34-lot plan that he has not seen. Councilor Birkle clarified that they received it in an email from Graichen earlier today. They can deliberate but not vote tonight. Graichen pointed out the 120-day rule, which is September 17. There is some time to continue the public hearing or deliberate and continue deliberations to another meeting date. They are not compelled to make a decision tonight. Council President Morten is inclined to continue deliberations.

REBUTTAL CONTINUED...

- ◆ Jeanne Morain. She asked them to consider that they did not have time to reduce the lots sizes between the Planning Commission hearing and City Council hearing for the Planned Development Overlay. The new plan meets the conditions added. Her in-laws want something that is nice for the community. They need to consider plans in place for sewer development. This is an opportunity to address hot spots in the sewer lines. They are committed to doing what is best for St. Helens. The great grandparents were some of the town founders.

CLOSE PUBLIC HEARING – 7:32 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Doug Morten, Council President



COUNCIL REGULAR SESSION

Wednesday, August 17, 2022

DRAFT MINUTES

MEMBERS PRESENT

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

MEMBERS ABSENT

Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
Kathy Payne, City Recorder
Lisa Scholl, Deputy City Recorder
Jacob Graichen, City Planner
Mouhamad Zaher, Public Works Director
Sharon Darroux, Engineering Manager
Tina Curry, Event Coordinator

OTHERS

Ken Sandblast	Shannon	Steve Toschi
Jeanne Morain	Matt Snook	Rhonda Kirtland
Abigail Dawson	John Brewington	Nancy
Jacob Holder	Cyndi Furseth	Caroline Skinner
Brady Preheim	Heidi Oliver	A. Rose
Steve Osmon	Mick Harris	David Petersen
Robert Johnston	Beth Johnston	Vicky Njust
Val O'Farrell	James Shober	Howard Blumenthal
Clark Warren	Amanda Furnish	

CALL REGULAR SESSION TO ORDER – 7:40 p.m.

PLEDGE OF ALLEGIANCE

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

None

DELIBERATIONS

1. Appeal of Planning Commission's Denial of a 46-Lot Planned Development Subdivision Preliminary Plat located SE of the Intersection of Pittsburg Road and Meadowview Drive (Comstock)

Mayor Scholl recused himself from deliberations and stepped out of the meeting.

Council President Morten turned the deliberations over to City Planner Graichen. Graichen explained that the series of denials that resulted in the City having to do a moratorium is their dilemma. If they challenge

it to LUBA, they can challenge that it is not a de facto moratorium. It's not necessary a literal moratorium. It starts the pattern of practice, which is why they are looking at this cautiously. Staff recommendations include the revised preliminary plat and addresses the sanitary sewer issue with the Equivalent Dwelling Unit (EDU) fee, which is in addition to Systems Development Charges (SDC) and utility fees. This is complicated with a lot of conditions. The applicant is in favor of the draft conditions. He suggests Council approve it, based on the amended conditions as reviewed. Because of some of the late submittals, they can continue deliberations to the next meeting. Does Council want time to digest, study, and contemplate or are they prepared to make a decision tonight?

Council President Morten is not prepared. He has not seen the 32-lot plot map. Graichen pointed out the map.

Councilor Topaz asked if the \$6,600 for the sewer will increase the pipe size now. Graichen said it incrementally increases the fund for a future capital project. Councilor Topaz asked if he builds a house now, can he flush the toilet. They have a legal problem and physical problem. The physical problem seems to override the legal. Engineering Manager Darroux said the physical problem won't change. The \$6,600 per EDU would put over \$200,000 in a fund to help pay for the \$8 million repair. Councilor Topaz asked how long the project will take. Public Works Director Zaher said it will take between one and three years. Darroux added that it takes time to design and build. The total could be three to five years by the time they secure a loan.

Council President Morten took notes during the testimonies. Would audience members have testified the same if they had known it was reduced to 32 lots? The developers shot themselves in the foot by not making that clear. Graichen said they could reopen the hearing and specify a date, time, and place here. The street connections have not changed. The only change is less density. There was a lot of testimony and smack talk about lots, and the applicant provided a revised plan based on that.

Councilor Birkle agreed with the Planning Commission's decision. They gave it serious thought. As liaison, he is reluctant to move ahead with approval of a new plat. The major issue is the sewer system. Is there any way in this process that it can be brought back to Planning Commission for their input? Or is that considered new testimony? Graichen said it would be a new public hearing and new public notice. The applicant would also have to agree to an extension of the 120-day rule.

Councilor Birkle is in favor of reviewing this more and making a decision at the next meeting. The decision must be made based on what was said and presented tonight. The approval of the plat is not a green-light for building. Graichen confirmed that is correct. Councilor Birkle is not in favor of making a decision tonight either.

Council President Morten wants to consider people's testimony that may be different based on the map change. They may need to have another public hearing to make sure that it's clear. Graichen said the applicant can consider extending the 120-day rule. The applicant needs time to consider it.

The applicant's attorney, David Petersen, asked what the extension is for? Graichen said the predominant concern is the new information being unavailable for citizens to review in advance. David asked why the Council would not be able to conduct another public hearing and render a decision within 31 days. Graichen said they would not need to worry about the 120-days if they continued it tonight. David said they would prefer that. Graichen said they could come back on September 7. Councilor Birkle pointed out that they already have a Street Vacation public hearing that night at 5:30 p.m.

Matt Snook reported that his testimony, and likely most of the other neighbor's testimonies, would not change based on the changes presented during the public hearing.

David pointed out that no one from the public requested to hold the public hearing open. Does the City have the ability to reopen the hearing on its own? He would like Council to meet during a normal time.

Graichen said the safest would be to continue deliberations. The City's legal counsel was asked to be here, but they are not. Everything stayed the same. It's just fewer lots. It's not a substantial change to the layout. David said they are willing to grant an extension for deliberations to be continued to September 21.

Motion: Motion made by Councilor Topaz and seconded by Councilor Birkle to accept the applicant's oral extension of the 120-day rule to allow deliberations to be made at the September 21 regular session.

Vote: Yea: Council President Morten, Councilor Birkle, Councilor Topaz

ORDINANCES – Final Reading

2. **Ordinance No. 3286:** An Ordinance to Amend the City of St. Helens Zoning District Map to Add a Planned Development Overlay Zone for Certain Property Located at the Southeast Corner of the Pittsburg Road and Meadowview Drive Intersection

Council President Morten read Ordinance No. 3286 by title. **Motion:** Motion made by Councilor Birkle and seconded by Councilor Topaz to adopt Ordinance No. 3286. **Vote:** Voting Yea: Council President Morten, Councilor Birkle, Councilor Topaz

Mayor Scholl rejoined the meeting.

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

3. Agreement with Pauly Rogers & Co PC for Auditing Services
4. Agreement with Scappoose Bay Watershed Council for Maintenance and Improvement of Natural Areas on City-owned Property
5. Amendment No. 3 to Agreement with Otak, Inc. for S. 1st Street & Strand Streets, Road & Utility Extensions Project
6. Intergovernmental Agreement with the Cities of Oregon City and Gladstone for Judicial Services
7. Agreement with ABC Transcription Services, LLC to Transcribe Council Meeting Minutes

Motion: Motion made by Council President Morten and seconded by Councilor Birkle to approve '3' through '7' above.

Discussion.

Councilor Topaz wants to have a very special audit covering all City services. There were things brought up during executive session that he is not able to discuss.

Mayor Scholl pointed out that Pauly Rogers is the only one available to do audit services for us at this time. Councilor Topaz said new information has been brought to light. Mayor Scholl said that's a whole other subject in addition to this.

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

CONSENT AGENDA FOR ACCEPTANCE

8. Library Board Minutes dated July 11, 2022
9. Planning Commission Minutes dated July 12, 2022

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

CONSENT AGENDA FOR APPROVAL

10. Council Work Session, Executive Session, Public Hearings, and Regular Session Minutes dated July 20, 2022
11. Cascades Reserve Allocation Annual Adjustment from 79.2% to 83.3%
12. Amended Public Works Director Job Description
13. Accounts Payable Bill Lists

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '10' through '13' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz

WORK SESSION ACTION ITEMS

None

COUNCIL MEMBER REPORTS

Council President Morten reported...

- Nothing to report.

Councilor Topaz reported...

- He and Councilor Birkle went into the reservoir, and it was eye opening. There were several things obvious to them that weren't done. They owe an apology to the neighbor, Ron Trommlitz, who has been trying to bring to their attention how bad it was. They need a new reservoir. If they have already paid more than 30% of the cost to build a new one to fix what they have, then they should build a new one.
- ODOT considers a traffic circle to have 120 degrees with four lanes.
- It was a nice report about Citizens Day in the Park. Judy Thompson and veterans cleaned up the park a couple weekends ago. They should be given a pat on the back.
- They had a tour with Business Oregon recently. They discussed a location to hold a public meeting. One consideration was the Library auditorium, but it doesn't have a TV. They need to upgrade it to have similar abilities as the Council Chambers.
- The Food Bank recently reopened in a new building. The building plans were accepted and then the City changed its mind about halfway through. They spent over \$100,000 redoing things. The City was paid \$50,000 to oversee it plus permit costs. There were similar permit costs for the high school. He would like to see the City not charge for these permits.
- Boise and DEQ are having discussions about the contaminated waterfront in front of the mill. Portland Harbor had a similar situation. They recently found out that everything must come out and they're not able to cover up stuff. He hopes that's a precedent to have Boise clean it up and not cover it over.

Council President Morten asked if the Food Bank is accepting donations at the new building. Councilor Topaz said yes. Mayor Scholl requested they give donations under his name for the current Mayor "Getting Sloppy" competition.

Councilor Birkle reported...

- Planning Commission update
 - Proposing to change their meeting time to 6:00 p.m. beginning in January.
 - Requested having quarterly joint meetings with Council. They would like to add it to the calendar for next year. They think it would be helpful to maintain consistency.
- Thanked Public Works staff for helping them access the reservoir. They had to be harnessed, hooked, and sign a release. They also did a trip to the 5,000-gallon reservoir in Elk Ridge Estates.
- Recently sat in on a court session. It was eye-opening. It affirms the Council's decision to maintain a Municipal Court. The judge and staff do a great job. He encouraged Council to sit in during a session.
- Attended the Food Bank ribbon cutting and evening event. It's a great facility.
- Visited the Makerspace and was very impressed. It provides opportunities for all ages. Now they need funding to expand the facility. Council should be proud. Councilor Topaz added that Allen Hansen is helping teach at OMIC.
- The beginning of the school year brings schedule challenges related to the fulfillment of his duties. He proposes to change work sessions from a 1 p.m. to 2 p.m. start time. The School District has been very accommodating with this schedule, but the students are still in class for another 30

minutes and requires another staff member to cover his class. Council President Morten pointed out that it would be difficult on long meeting days. Councilor Birkle suggested they be more efficient and give time limits to presentations. Mayor Scholl agreed with the later time. He would benefit from the additional time to work. Work sessions should be done by 5 p.m.

MAYOR SCHOLL REPORTS

- He spoke with other mayors at the Oregon Mayor Association (OMA) Conference about the length of their meetings and how much they have going on. They were very surprised. He agreed with changing the start time and suggested they start the regular session at 7:30 p.m. if it creates a time constraint for public hearings. It's important for Council to do their homework and talk to staff in advance of the meetings.
 - Effective September 21, work sessions will begin at 2 p.m.
 - The work session will include suggested time limits
 - Staff will return with an amendment to the Governing Policy
 - Reduce visitor comments to three minutes
- Attended the OMA Conference in Newport. Newport has done a lot with their Urban Renewal. He learned a lot about tourism and confirmed that St. Helens has a really good program. St. Helens is known for Spirit of Halloweentown. Mayors he spoke to were impressed with all the events St. Helens offers.
- They need to discuss moratoriums and the sewer problem more during a work session. He wishes someone would have said it needs to be addressed a long time ago. They owe it to the citizens and local developers to fast track the upgrades. He wants to see it as a priority on agendas. Other cities are struggling with aging infrastructures as well. Councilor Topaz said he has talked to developers who worry about coming here because of the sewer. Mayor Scholl went on to say that they need to be ready to build anywhere.
- The best part about the OMA Conference was having lunch with the two "If I Were Mayor..." Student Contest State winners from St. Helens and their families.
- He reminded the Council that they can do a public hearing any time. It does not necessarily have to be on a Council meeting day.
- Congratulations to the Columbia Pacific Food Bank
 - The City helped acquire the \$1.5 million Community Development Block Grant. There was a small compensation of \$50,000 to manage it. He hears Councilor Topaz, but they can't waive fees for anyone. Even the City must pay them. He understands it's frustrating when it can hold things up.
 - He encouraged everyone to donate to the Food Bank before August 23, so he doesn't get "slopped" as part of their current fundraiser.
 - He looks forward to touring the new building.

OTHER BUSINESS

ADJOURN – 8:55 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



St. Helens, OR

Expense Approval Register

Packet: APPKT00604 - AP 8.12.2022

Item #12.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
ORKIN	230198139	08/11/2022	1810 OLD PORTLAND RD PEST ...	100-709-52023	165.00
ORKIN	230198140	08/11/2022	1810 OLD PORTLAND RD PEST ...	100-709-52023	89.00
COUNTRY MEDIA INC	588007	08/11/2022	PUBLIC NOTICE	100-710-52011	350.30
MCKENZIE MCCLURE -	8.4.2022	08/11/2022	REIMB MEALS WHILE AT DRE ...	100-705-52018	107.44
COLUMBIA SOIL AND WATER	895	08/11/2022	2023 CALENDAR SPONSORSHIP	100-701-52040	299.00
METRO PRESORT	IN646329	08/11/2022	UB BILL PRINTING	100-707-52008	3,918.68
DRAKES TOWING AND RECOV...	1.4.2022	08/12/2022	PD TOWING SERVICES E275270	100-705-52019	120.00
HUDSON GARBAGE SERVICE	122990155046	08/12/2022	7601-TRASH PUBLIC CANS PLA...	100-715-52023	57.31
SIERRA SPRINGS	21814586 072322	08/12/2022	WATER BOTTLED COURT / UB ...	100-715-52001	65.20
DRAKES TOWING AND RECOV...	3.22.2022	08/12/2022	PD TOWING SERVICES E281789	100-705-52019	208.00
NORTHWEST DELI DISTRIBUTI...	469767	08/12/2022	LIN, GLOVES SOAP CLEANER	100-708-52001	1,009.16
NORTHWEST DELI DISTRIBUTI...	469924	08/12/2022	LIN, GLOVES SOAP CLEANER	100-708-52001	3,046.52
MAILBOXES NORTHWEST	7.1.2022	08/12/2022	POSTAGE 2801 ACCT 1 PD	100-705-52001	29.79
ROSS DENISON LAW	7.31.2022	08/12/2022	PROFESSIONAL SERVICES COU...	100-704-52019	825.00
SHRED-IT C/O STERICYCLE INC	8001866124	08/12/2022	POLICE DEPT SHRED SERVICE	100-705-52019	298.57
FBINAA OREGON CHAPTER	9.13.20222	08/12/2022	CONF REG B.GREENWAY J.HO...	100-705-52018	825.00
PORTLAND GENERAL ELECTRIC	INV0002944	08/12/2022	0153585940	100-709-52003	221.89
SOLUTIONS YES	INV325297	08/12/2022	PRINTER SERVICE PAPER JAM	100-715-52001	175.00
LEXIPOL LLC	INVPRA108898	08/12/2022	POLICEONE ACADEMY ANNUA...	100-705-52018	2,613.60
STAPLES BUSINESS CREDIT	1643357330	08/08/2022	OFFICE SUPPLIES	100-715-52001	1,633.09
ORKIN	231387133	08/08/2022	265 STRAND PEST SERVICE CIT...	100-715-52023	97.00
ORKIN	231387297	08/08/2022	265 STRAND PEST SERVICE CIT...	100-715-52023	165.00
ORKIN	231387297	08/08/2022	265 STRAND PEST SERVICE CIT...	100-715-52023	-97.00
COUNTRY MEDIA INC	578555R	08/08/2022	PUBLIC NOTICE	100-707-52001	158.40
COUNTRY MEDIA INC	579788R	08/08/2022	PUBLIC NOTICE	100-707-52001	35.65
COUNTRY MEDIA INC	582247R	08/08/2022	ADD 344384	100-701-52011	165.85
COUNTRY MEDIA INC	583583R	08/08/2022	PUBLIC NOTICE	100-710-52011	217.00
COUNTRY MEDIA INC	583584R	08/08/2022	PUBLIC NOTICE	100-710-52011	207.70
COUNTRY MEDIA INC	583585R	08/08/2022	PUBLIC NOTICE	100-710-52011	230.95
CINTAS	8405819692	08/08/2022	PARKS FIRST AID CABINET SER...	100-708-52001	142.28
CINTAS	8405819694	08/08/2022	CITY HALL FIRST AID CABINET ...	100-715-52001	92.95
Larkins Vacura Kayser	INV0002889	08/08/2022	REFUND PUBLIC RECORDS RE...	100-000-37004	20.00
RUBENS LAWN SERVICE	0005003	08/09/2022	MONTHLY LAWN SERVICE	100-705-52023	40.00
RUBENS LAWN SERVICE	0005081	08/09/2022	MONTHLY LAWN SERVICE	100-705-52023	80.00
STEVEN R SCHARFSTEIN	00174	08/09/2022	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	00175	08/09/2022	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	00176	08/09/2022	COURT ATTORNEY FEES	100-704-52019	100.00
BEMIS	10160	08/09/2022	COIL BUDGET BOOKS	100-707-52001	320.00
RICOH USA INC	106350223	08/09/2022	POLICE EQUIPMENT LEASE 14...	100-705-52001	453.05
KNIFE RIVER CORP NW	2841236	08/09/2022	ROUND WASHED FOUNT PAD...	100-708-52001	60.20
ACE HARDWARE - ST. HELENS	7.13.2022 60181	08/09/2022	ACE MATERIALS ACCT 60181	100-708-52001	37.17
ACE HARDWARE - ST. HELENS	7.13.2022 60181	08/09/2022	ACE MATERIALS ACCT 60181	100-708-52047	8.59
ACE HARDWARE - ST. HELENS	7.31.2022 60174	08/09/2022	ACE MATERIALS ACCT 60174	100-709-52023	16.97
ACE HARDWARE - ST. HELENS	7.31.2022 60174	08/09/2022	ACE MATERIALS ACCT 60174	100-715-52023	8.59
ACE HARDWARE - ST. HELENS	7.31.2022 60174	08/09/2022	ACE MATERIALS ACCT 60174	100-715-52023	4.99
ACE HARDWARE - ST. HELENS	7.31.2022 60174	08/09/2022	ACE MATERIALS ACCT 60174	100-715-52023	60.73
ACE HARDWARE - ST. HELENS	7.31.2022 60176	08/09/2022	MATERIALS ACE ACCT 60176 - ...	100-708-52001	604.34
TOP NOTCH THRIFT STORE	8.5.2022	08/09/2022	RESTITUTION COLE SNIDER	100-000-21000	44.00
OREGON STATE HOSPITAL	ARM76269	08/09/2022	PSYCHOLOGICAL EVALUATION	100-704-52019	534.78
CULLIGAN	INV0002891	08/09/2022	BOTTLED WATER POLICE	100-705-52019	351.55
Fund 100 - GENERAL FUND Total:					20,618.29
Fund: 201 - VISITOR TOURISM					
E2C	4475	08/11/2022	E2C SERVICES ENTERTAINMEN...	201-000-52028	29,331.22

Expense Approval Register

Packet: APPKT006

Item #12.

12

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HUDSON GARBAGE SERVICE	12299334S046	08/09/2022	0036- DOWN TOWN SQUARE ...	201-000-52019	97.20
HUDSON GARBAGE SERVICE	12299685S046	08/09/2022	6169- ROSE GARDEN AREA PU...	201-000-52019	875.50
Fund 201 - VISITOR TOURISM Total:					30,303.92
Fund: 202 - COMMUNITY DEVELOPMENT					
MAUL FOSTER ALONGI INC	48966	08/11/2022	CENTRAL WATERFRONT SCOPE..	202-726-52019	12,473.75
DRAKES TOWING AND RECOV...	6.2.2022	08/12/2022	REMOVE BOAT AND TRAILER ...	202-721-52019	683.00
DRAKES TOWING AND RECOV...	6.22.2022	08/12/2022	REMOVE MOTORHOME OLD S...	202-721-52019	1,500.00
MAYER REED INC	13652	08/08/2022	ST HELENS RIVERWALK	202-723-52055	21,720.74
COUNTRY MEDIA INC	585814	08/08/2022	PUBLIC NOTICE FOOD BANK	202-721-52096	137.95
COUNTRY MEDIA INC	585815	08/08/2022	PUBLIC NOTICE FOOD BANK	202-721-52096	150.35
Fund 202 - COMMUNITY DEVELOPMENT Total:					36,665.79
Fund: 205 - STREETS					
TFT CONSTRUCTION INC	1 R-710	08/11/2022	2022 PAVING OVERLAY AND P...	205-000-53001	315,789.78
PORTLAND GENERAL ELECTRIC	INV0002941	08/11/2022	4854421000	205-000-52003	52.55
Fund 205 - STREETS Total:					315,842.33
Fund: 301 - STREETS SDC					
TFT CONSTRUCTION INC	1 R-710	08/11/2022	2022 PAVING OVERLAY AND P...	301-000-53001	39,916.19
Fund 301 - STREETS SDC Total:					39,916.19
Fund: 601 - WATER					
WALKER CONSULTANTS	390013380006	08/11/2022	2 MG RES LINER PROJECT 39-0...	601-000-53001	10,382.50
EAGLE STAR ROCK PRODUCTS ...	41263	08/12/2022	ROCK 10TH ST	601-731-52001	91.87
EAGLE STAR ROCK PRODUCTS ...	41282	08/08/2022	ROCK 22ND ST WATER	601-731-52001	167.46
CITY OF COLUMBIA CITY	7.26.2022	08/08/2022	001754-001	601-732-52003	84.93
ACE HARDWARE - ST. HELENS	7.13.2022 60181	08/09/2022	ACE MATERIALS ACCT 60181	601-731-52001	17.36
ACE HARDWARE - ST. HELENS	7.13.2022 60181	08/09/2022	ACE MATERIALS ACCT 60181	601-731-52001	24.17
ACE HARDWARE - ST. HELENS	7.13.2022 60181	08/09/2022	ACE MATERIALS ACCT 60181	601-731-52001	31.73
ACE HARDWARE - ST. HELENS	7.31.2022 60180	08/09/2022	MATERIALS ACE ACCT 60180	601-732-52001	147.92
LAWRENCE OIL COMPANY	CFSI-9902	08/09/2022	247752 WATER	601-732-52022	79.68
Fund 601 - WATER Total:					11,027.62
Fund: 603 - SEWER					
CENTURY LINK	8.2.2022	08/12/2022	654	603-736-52010	23.11
CENTURY LINK	8.2.2022	08/12/2022	688	603-736-52010	23.11
CENTURY LINK	8.2.2022	08/12/2022	293	603-736-52010	23.11
CENTURY LINK	8.2.2022	08/12/2022	600	603-736-52010	23.11
CENTURY LINK	8.2.2022	08/12/2022	600	603-737-52010	23.11
CENTURY LINK	8.2.2022	08/12/2022	688	603-737-52010	23.11
CENTURY LINK	8.2.2022	08/12/2022	293	603-737-52010	23.11
CENTURY LINK	8.2.2022	08/12/2022	654	603-737-52010	23.11
HACH	13177853	08/09/2022	PH BUFFER SOLUTION KIT	603-736-52001	29.43
HACH	13177853	08/09/2022	PH BUFFER SOLUTION KIT	603-737-52001	29.43
ACE HARDWARE - ST. HELENS	7.31.2022 60180	08/09/2022	MATERIALS ACE ACCT 60180	603-737-52001	32.42
ACE HARDWARE - ST. HELENS	7.31.2022 60180	08/09/2022	MATERIALS ACE ACCT 60180	603-738-52001	92.96
SUNSET AUTO PARTS INC - NA...	7.31.2022	08/09/2022	AUTO PARTS ACCT 6355	603-735-52001	29.71
Fund 603 - SEWER Total:					398.83
Fund: 702 - INFORMATION SYSTEMS					
MORE POWER TECHNOLOGY ...	13706	08/11/2022	MICROSOFT 365 BUS STANDA...	702-000-52006	2,174.00
MORE POWER TECHNOLOGY ...	13792	08/11/2022	PREMIUM AGREEMENT MON...	702-000-52019	10,118.65
CENTURY LINK	8.2.2022	08/12/2022	699	702-000-52010	127.35
CENTURY LINK	8.2.2022	08/12/2022	228	702-000-52010	88.66
CENTURY LINK	8.2.2022	08/12/2022	909	702-000-52010	100.83
CENTURY LINK	8.2.2022	08/12/2022	130	702-000-52010	139.88
CENTURY LINK	8.2.2022	08/12/2022	967	702-000-52010	131.71
CENTURY LINK	8.2.2022	08/12/2022	162	702-000-52010	86.24
CENTURY LINK	8.2.2022	08/12/2022	796	702-000-52010	42.46
CENTURY LINK	8.2.2022	08/12/2022	818	702-000-52010	385.81
CENTURY LINK	8.2.2022	08/12/2022	579	702-000-52010	46.22
COMCAST BUSINESS	152441051	08/09/2022	FIBER INTERNET ACCT 934571...	702-000-52003	4,752.44

Expense Approval Register

Packet: APPKT006

Item #12.

2

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTURY LINK	7.25.2022	08/09/2022	966B	702-000-52010	338.14
Fund 702 - INFORMATION SYSTEMS Total:					18,532.39
Fund: 703 - PW OPERATIONS					
KELLER ASSOCIATES, INC	0221859	08/11/2022	SEWER GENERAL ENGINEERING	703-733-52019	2,716.25
LES SCHWAB TIRE CENTER	22900507466	08/12/2022	ATV TUBE	703-739-52099	24.99
CARQUEST AUTO PARTS STOR...	7.31.2022	08/12/2022	AUTO PARTS ACCOUNT 15101...	703-739-52001	364.21
SCAPPOOSE CHIROPRACTIC PC	8.4.2022	08/12/2022	CDL PHYSICALS	703-734-52019	125.00
EATONS TIRE AND AUTO REPA...	80195	08/12/2022	TUBE AND MOUNT	703-739-52099	48.00
COLUMBIA RIVER FIRE AND RE...	22-07 JULY	08/08/2022	SHARED COST JOINT MAINT F...	703-739-52099	924.10
CINTAS	8405819693	08/08/2022	FIRST AID CABINET SERVICE	703-734-52019	65.71
ACE HARDWARE - ST. HELENS	7.13.2022 60181	08/09/2022	ACE MATERIALS ACCT 60181	703-734-52023	1.98
ACE HARDWARE - ST. HELENS	7.13.2022 60181	08/09/2022	ACE MATERIALS ACCT 60181	703-734-52023	3.69
ACE HARDWARE - ST. HELENS	7.13.2022 60181	08/09/2022	ACE MATERIALS ACCT 60181	703-734-52023	63.90
ACE HARDWARE - ST. HELENS	7.13.2022 60181	08/09/2022	ACE MATERIALS ACCT 60181	703-734-52023	42.14
ACE HARDWARE - ST. HELENS	7.13.2022 60181	08/09/2022	ACE MATERIALS ACCT 60181	703-734-52023	5.37
ACE HARDWARE - ST. HELENS	7.31.2022 60174	08/09/2022	ACE MATERIALS ACCT 60174	703-739-52023	30.35
SUNSET AUTO PARTS INC - NA...	7.31.2022	08/09/2022	AUTO PARTS ACCT 6355	703-739-52099	428.28
LAWRENCE OIL COMPANY	CFSI-9902	08/09/2022	247751 ENGINEERING	703-733-52022	67.89
LAWRENCE OIL COMPANY	CFSI-9902	08/09/2022	247750 PUBLIC WORKS	703-734-52022	97.29
LAWRENCE OIL COMPANY	CFSI-9902	08/09/2022	247748 PUBLIC WORKS	703-734-52022	1,869.29
Fund 703 - PW OPERATIONS Total:					6,878.44
Fund: 704 - FACILITY MAJOR MAINTNANCE					
AMERICAN EXTERMINATION P...	166867	08/09/2022	SENIOR CENTER PEST CONTROL	704-000-53025	134.00
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					134.00
Fund: 706 - PUBLIC SAFETY					
WETLAND SOLUTIONS NORT...	21102-5	08/12/2022	WETLAND DELIN AND PERMITT..	706-000-52019	200.00
Fund 706 - PUBLIC SAFETY Total:					200.00
Grand Total:					480,517.80

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	20,618.29
201 - VISITOR TOURISM	30,303.92
202 - COMMUNITY DEVELOPMENT	36,665.79
205 - STREETS	315,842.33
301 - STREETS SDC	39,916.19
601 - WATER	11,027.62
603 - SEWER	398.83
702 - INFORMATION SYSTEMS	18,532.39
703 - PW OPERATIONS	6,878.44
704 - FACILITY MAJOR MAINTNANCE	134.00
706 - PUBLIC SAFETY	200.00
Grand Total:	480,517.80

Account Summary

Account Number	Account Name	Expense Amount
100-000-21000	Court - Restitution	44.00
100-000-37004	Miscellaneous	20.00
100-701-52011	Public Information	165.85
100-701-52040	Communications	299.00
100-704-52019	Professional Services	1,859.78
100-705-52001	Operating Supplies	482.84
100-705-52018	Professional Development	3,546.04
100-705-52019	Professional Services	978.12
100-705-52023	Facility Maintenance	120.00
100-707-52001	Operating Supplies	514.05
100-707-52008	Printing	3,918.68
100-708-52001	Operating Supplies	4,899.67
100-708-52047	Marine Board	8.59
100-709-52003	Utilities	221.89
100-709-52023	Facility Maintenance	270.97
100-710-52011	Public Information	1,005.95
100-715-52001	Operating Supplies	1,966.24
100-715-52023	Facility Maintenance	296.62
201-000-52019	Professional Services	972.70
201-000-52028	Projects & Programs	29,331.22
202-721-52019	Professional Services	2,183.00
202-721-52096	CDBG Grant Expenses	288.30
202-723-52055	Riverwalk Project	21,720.74
202-726-52019	Professional Services	12,473.75
205-000-52003	Utilities	52.55
205-000-53001	Capital Outlay	315,789.78
301-000-53001	Capital Outlay	39,916.19
601-000-53001	Capital Outlay	10,382.50
601-731-52001	Operating Supplies	332.59
601-732-52001	Operating Supplies	147.92
601-732-52003	Utilities	84.93
601-732-52022	Fuel	79.68
603-735-52001	Operating Supplies	29.71
603-736-52001	Operating Supplies	29.43
603-736-52010	Telephone	92.44
603-737-52001	Operating Supplies	61.85
603-737-52010	Telephone	92.44
603-738-52001	Operating Supplies	92.96
702-000-52003	Utilities	4,752.44
702-000-52006	Computer Maintenance	2,174.00
702-000-52010	Telephone	1,487.30
702-000-52019	Professional Services	10,118.65
703-733-52019	Professional Services	2,716.25
703-733-52022	Fuel	67.89

Account Summary

Account Number	Account Name	Expense Amount
703-734-52019	Professional Services	190.71
703-734-52022	Fuel	1,966.58
703-734-52023	Facility Maintenance	117.08
703-739-52001	Operating Supplies	364.21
703-739-52023	Facility Maintenance	30.35
703-739-52099	Equipment Operations	1,425.37
704-000-53025	Capital Outlay - Sr Center	134.00
706-000-52019	Professional Services	200.00
	Grand Total:	480,517.80

Project Account Summary

Project Account Key	Expense Amount
None	480,517.80
Grand Total:	480,517.80



St. Helens, OR

Expense Approval Register

Packet: APPKT00613 - AP 8-19-2022

Item #12.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
NW NATURAL GAS	8.11.2022	08/17/2022	5638	100-705-52003	21.55
NW NATURAL GAS	8.11.2022	08/17/2022	7673	100-706-52003	30.01
NW NATURAL GAS	8.11.2022	08/17/2022	8563	100-708-52003	27.46
NW NATURAL GAS	8.11.2022	08/17/2022	3047	100-708-52003	19.31
NW NATURAL GAS	8.11.2022	08/17/2022	6430	100-709-52003	3.60
NW NATURAL GAS	8.11.2022	08/17/2022	0109	100-709-52003	19.41
NW NATURAL GAS	8.11.2022	08/17/2022	5285	100-715-52003	16.06
NW NATURAL GAS	8.11.2022	08/17/2022	2848	100-715-52003	16.06
HOPE WIRTA	000107	08/18/2022	ADVENTURE CAMP AINT EVENT	100-708-52001	750.00
SYMBOLARTS LLC	0438401	08/18/2022	PATCH	100-705-52002	2,044.25
NATIONAL TESTING NETWORK	10801	08/18/2022	ANNUAL RENEWAL NTN MEM...	100-705-52014	500.00
AMY LINDGREN LAW LLC	548	08/18/2022	JUDICIAL SERVICES JULY 2022	100-704-52019	5,000.00
DAWN RICHARDSON - AP	8.10.22	08/18/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	34.37
BIO-MED TESTING SERVICES I...	92798	08/18/2022	DOT EXAMS	100-702-52019	205.00
BRITE	INV20344	08/18/2022	WEBCAM	100-705-52001	3,769.24
OREGON DEPARTMENT OF RE...	JULY 2022	08/18/2022	UNITARY	100-000-20800	73.04
OREGON DEPARTMENT OF RE...	JULY 2022	08/18/2022	STATE MISD	100-000-20800	253.00
OREGON DEPARTMENT OF RE...	JULY 2022	08/18/2022	STATE VIOLATION	100-000-20800	800.00
OREGON DEPARTMENT OF RE...	JULY 2022	08/18/2022	STATE DUII DIVERSION	100-000-20800	280.00
OREGON DEPARTMENT OF RE...	JULY 2022	08/18/2022	STATE DUII CONVICTION FEE	100-000-20800	305.00
OREGON DEPARTMENT OF RE...	JULY 2022	08/18/2022	STATE COURT FACILITY	100-000-20800	14.00
OREGON DEPARTMENT OF RE...	JULY 2022	08/18/2022	LEMLA	100-000-20800	10.00
COLUMBIA COUNTY TREASUR...	JULY 2022	08/18/2022	COUNTY ASSESSMENT	100-000-20900	262.69
COLUMBIA COUNTY TREASUR...	JULY 2022	08/18/2022	JAIL ASSESSMENT	100-000-20900	67.50
COLUMBIA COUNTY TREASUR...	JULY 2022	08/18/2022	CITY COURT COSTS DEDUCTED	100-000-36002	-33.02
STEVEN R SCHARFSTEIN	00177	08/19/2022	COURT ATTORNEY FEES	100-704-52019	200.00
JORDAN RAMIS PC ATTORNEYS..	195527	08/19/2022	EMPLOYMENT MATTERS	100-701-52019	2,555.00
ORKIN	227630933B	08/19/2022	265 STRAND PEST SERVICE CIT...	100-715-52023	13.00
COUNTRY MEDIA INC	342694	08/19/2022	PUBLIC NOTICE	100-705-52001	75.95
BULLARD LAW	51683	08/19/2022	GENERAL LABOR LEGAL SERVI...	100-701-52019	1,076.00
COUNTRY MEDIA INC	585816	08/19/2022	PUBLIC NOTICE	100-707-52001	70.52
COUNTRY MEDIA INC	586900	08/19/2022	PUBLIC NOTICE	100-707-52001	69.75
COLUMBIA COUNTY TRANSFER..	7905	08/19/2022	DUMP FEES 0017	100-708-52001	7.07
COLUMBIA COUNTY TRANSFER..	7905	08/19/2022	DUMP FEES 0017	100-715-52023	43.42
NICOLE R FLORES	8.17.2022	08/19/2022	REFUND COED SOFTBALL SEA...	100-000-35018	400.00
DAWN RICHARDSON - AP	8.17.2022	08/19/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	34.37
RICHARD E OBERDORFER	8.19.2022	08/19/2022	JUDGE PRO TEM 8/18/2022	100-704-52019	400.00
AXON ENTERPRISE INC	INUS080126	08/19/2022	BWC UNLIMITED WITH TAP	100-705-52001	28,674.59
PROLOGIX	INV0002948	08/19/2022	REFUND PUBLIC RECORDS RE...	100-000-37004	20.00
PORTLAND GENERAL ELECTRIC	INV0002949	08/19/2022	0153585940	100-709-52003	365.65
KELSEY ALMONT	INV0002952	08/19/2022	REFUND SOFTBALL	100-000-35018	400.00
DEPARTMENT OF TRANSPORT...	L0036510620	08/19/2022	DMV SERVICES ACCT 67431	100-705-52019	23.00
DEPARTMENT OF TRANSPORT...	L0036558236	08/19/2022	DMV SERVICES ACCT 61018	100-702-52001	3.00
Fund 100 - GENERAL FUND Total:					48,919.85
Fund: 201 - VISITOR TOURISM					
NW NATURAL GAS	8.11.2022	08/17/2022	9614	201-000-52003	16.06
NW NATURAL GAS	8.11.2022	08/17/2022	7764	201-000-52003	36.53
BARGEWORX LLC	525-2	08/19/2022	SECOND DRAW PAYMENT STR...	201-000-52028	75,000.00
Fund 201 - VISITOR TOURISM Total:					75,052.59
Fund: 202 - COMMUNITY DEVELOPMENT					
BOISE WHITE PAPER LLC	7.15.2022	08/18/2022	NOTE PAYEMNT JULY	202-722-55001	12,500.00
BOISE WHITE PAPER LLC	8.15.2022	08/18/2022	NOTE PAYEMNT AUG	202-722-55001	12,500.00
JH KELLY LLC	TH317114	08/18/2022	COL PAC FOOD BANK RENO	202-721-52096	3,710.00

Expense Approval Register

Packet: APPKT006

Item #12.

22

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA COUNTY ECONOM...	2022-088	08/19/2022	CCET ANNUAL MEMBERSHP	202-721-52019	17,250.00
MAUL FOSTER ALONGI INC	48863	08/19/2022	BWP ON CALL SERVICES	202-722-52019	908.75
PORTLAND GENERAL ELECTRIC	INV0002950	08/19/2022	1650931000	202-722-52003	21.70
PORTLAND GENERAL ELECTRIC	INV0002951	08/19/2022	7357701000	202-722-52003	51.96
Fund 202 - COMMUNITY DEVELOPMENT Total:					46,942.41
Fund: 203 - COMMUNITY ENHANCEMENT					
CARLOS M SPISAK	029	08/18/2022	MOVIES / BLUE RAY PLAYER	203-709-52028	331.86
ST. HELENS SCHOOL DISTRICT	8.17.2022	08/18/2022	BASKETBALL SUMMER CAMP	203-709-52028	2,000.00
MIKE WATSON	INV0002945	08/18/2022	UMPIRING ADULT SOFTBALL	203-709-52028	210.00
CHARLES ESSER	INV0002946	08/18/2022	UMPIRING ADULT SOFTBALL	203-709-52028	210.00
RON BAXTER	INV0002947	08/18/2022	UMPIRING ADULT SOFTBALL	203-709-52028	105.00
TERESA FOX	0000005	08/19/2022	FACE PAINTING	203-709-52028	100.00
TERESA FOX	0000006	08/19/2022	FACE PAINTING MOVIE NIGHT	203-709-52028	120.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					3,076.86
Fund: 601 - WATER					
HACH	13190552	08/18/2022	REAGENT SET CHLORINE FREE ...	601-731-52001	83.79
HACH	13190552	08/18/2022	REAGENT SET CHLORINE FREE ...	601-732-52001	155.61
NORTHSTAR CHEMICAL	231242	08/18/2022	SODIUM HYPOCHLORITE 12.5%	601-732-52083	945.88
JORDAN RAMIS PC ATTORNEYS..	195530	08/19/2022	WPI LITIGATION	601-731-52019	19.50
LAWRENCE OIL COMPANY	CFSI-10202	08/19/2022	247752 WATER	601-732-52022	125.60
H.D FOWLER COMPANY	I6186981	08/19/2022	MASTER METER MS MULTI JET	601-731-52001	1,761.45
Fund 601 - WATER Total:					3,091.83
Fund: 603 - SEWER					
OREGON DEQ BUSINESS OFFIC...	9.1.2022 PRIN	08/18/2022	R6801 PRINCIPAL CWSRF LOAN..	603-000-55001	50,000.00
OREGON DEQ BUSINESS OFFIC...	9.1.2022	08/18/2022	R6801 CWSRF LOAN FEE	603-000-55003	4,750.00
Fund 603 - SEWER Total:					54,750.00
Fund: 702 - INFORMATION SYSTEMS					
CENTURY LINK	8.5.2022	08/19/2022	632B	702-000-52010	41.30
VERIZON	9912357087	08/19/2022	CELL SERVICE ACCT 242060134..	702-000-52010	183.22
Fund 702 - INFORMATION SYSTEMS Total:					224.52
Fund: 703 - PW OPERATIONS					
NW NATURAL GAS	8.11.2022	08/17/2022	8675	703-734-52003	16.06
NW NATURAL GAS	8.11.2022	08/17/2022	7720	703-734-52003	16.06
KJ SECURITY SOLUTIONS & LO...	0005787	08/18/2022	DND KEYS	703-734-52023	200.00
SUPERIOR TIRE SERVICE	6589219	08/18/2022	TIRES	703-739-52099	1,842.44
SUNSET EQUIPMENT	92381	08/18/2022	SAW CHAIN	703-739-52001	30.57
HART RADIATOR	114895	08/19/2022	CAC	703-739-52099	1,123.36
JORDAN RAMIS PC ATTORNEYS..	195529	08/19/2022	PUBLIC WORKS ENGINEERING	703-733-52019	3,274.00
EMMERT CHEVERLET BUICK INC	42744	08/19/2022	AUTO REPAIR 2006 CHEV COL...	703-739-52099	1,637.61
GENERAL EQUIPMENT COMP...	80867	08/19/2022	FILL PORT	703-739-52099	202.80
PREMIER TRUCK GROUP	819143536	08/19/2022	PARTS	703-739-52099	575.79
PREMIER TRUCK GROUP	819143636	08/19/2022	PARTS CREDIT APPLIED	703-739-52099	-334.03
PREMIER TRUCK GROUP	819143636	08/19/2022	PARTS	703-739-52099	949.82
PREMIER MANAGEMENT PRO...	81942866	08/19/2022	SENSOR	703-739-52099	72.25
LAWRENCE OIL COMPANY	CFSI-10202	08/19/2022	247751 ENGINEERING	703-733-52022	90.84
LAWRENCE OIL COMPANY	CFSI-10202	08/19/2022	247748 PUBLIC WORKS	703-734-52022	1,827.69
LAWRENCE OIL COMPANY	CFSI-10202	08/19/2022	247750 PUBLIC WORKS	703-734-52022	104.62
Fund 703 - PW OPERATIONS Total:					11,629.88
Fund: 704 - FACILITY MAJOR MAINTNANCE					
COLUMBIA NW HEATING INC	85298261	08/19/2022	BLOWER MOTOR SR CENTER	704-000-53025	2,212.00
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					2,212.00
Grand Total:					245,899.94

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	48,919.85
201 - VISITOR TOURISM	75,052.59
202 - COMMUNITY DEVELOPMENT	46,942.41
203 - COMMUNITY ENHANCEMENT	3,076.86
601 - WATER	3,091.83
603 - SEWER	54,750.00
702 - INFORMATION SYSTEMS	224.52
703 - PW OPERATIONS	11,629.88
704 - FACILITY MAJOR MAINTNANCE	2,212.00
Grand Total:	245,899.94

Account Summary

Account Number	Account Name	Expense Amount
100-000-20800	Court - State Assessment	1,735.04
100-000-20900	Court - County Assessment	330.19
100-000-35018	Fees - Parks & Rec	800.00
100-000-36002	Fines - Court	-33.02
100-000-37004	Miscellaneous	20.00
100-701-52019	Professional Services	3,631.00
100-702-52001	Operating Supplies	3.00
100-702-52019	Professional Services	205.00
100-704-52019	Professional Services	5,600.00
100-705-52001	Operating Supplies	32,519.78
100-705-52002	Personnel Uniforms Equi...	2,044.25
100-705-52003	Utilities	21.55
100-705-52014	Recruiting Expenses	500.00
100-705-52019	Professional Services	23.00
100-706-52003	Utilities	30.01
100-707-52001	Operating Supplies	209.01
100-708-52001	Operating Supplies	757.07
100-708-52003	Utilities	46.77
100-709-52003	Utilities	388.66
100-715-52003	Utilities	32.12
100-715-52023	Facility Maintenance	56.42
201-000-52003	Utilities	52.59
201-000-52028	Projects & Programs	75,000.00
202-721-52019	Professional Services	17,250.00
202-721-52096	CDBG Grant Expenses	3,710.00
202-722-52003	Utilities	73.66
202-722-52019	Professional Services	908.75
202-722-55001	Principal	25,000.00
203-709-52028	Projects & Programs	3,076.86
601-731-52001	Operating Supplies	1,845.24
601-731-52019	Professional Services	19.50
601-732-52001	Operating Supplies	155.61
601-732-52022	Fuel	125.60
601-732-52083	Chemicals	945.88
603-000-55001	Principle	50,000.00
603-000-55003	Loan Fee	4,750.00
702-000-52010	Telephone	224.52
703-733-52019	Professional Services	3,274.00
703-733-52022	Fuel	90.84
703-734-52003	Utilities	32.12
703-734-52022	Fuel	1,932.31
703-734-52023	Facility Maintenance	200.00
703-739-52001	Operating Supplies	30.57
703-739-52099	Equipment Operations	6,070.04

Account Summary

Account Number	Account Name	Expense Amount
704-000-53025	Capital Outlay - Sr Center	2,212.00
	Grand Total:	245,899.94

Project Account Summary

Project Account Key	Expense Amount
None	245,899.94
Grand Total:	245,899.94



St. Helens, OR

Expense Approval Register

Packet: APPKT00614 - AP 8.26.2022

Item #12.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	150 S 13 ST POLICE STATION 7...	100-705-52003	564.10
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	150 S 13TH ST- POLICE	100-705-52003	170.53
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	375 S 18TH ST COLUMBIA CEN...	100-706-52003	1,061.97
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	162 MCMICHAEL ST - CAMPBE...	100-708-52003	85.95
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	475 S 18TH ST - MCCORMICK ...	100-708-52003	592.69
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	475 S 18TH ST	100-708-52003	95.34
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	475 S 18 ST METER 10220167	100-708-52003	59.74
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	200 N RIVER ST - GREY CLIFFS ...	100-708-52003	33.66
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	37.18
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	120 WHITE WAY - WALNUT TR...	100-708-52003	28.28
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	475 S 18TH ST	100-708-52003	18.91
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	299 N 6TH ST - PARKS	100-708-52003	28.28
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	200 N 7TH ST - PARK	100-708-52003	28.67
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	265 STRAND ST. - SPLASH PAD...	100-708-52003	53.65
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	264 STRAND ST- COL VIEW PA...	100-708-52003	30.76
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	475 S 18TH ST- MCCORMICK E...	100-708-52003	38.58
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	2625 GABLE RD REC CENTER	100-709-52003	321.96
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	277 STRAND ST- CITY HALL UB...	100-715-52003	103.55
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	275 STRAND ST- CITY HALL UB ...	100-715-52003	147.03
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	265 STRAND ST- CITY HALL UP	100-715-52003	141.25
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	265 STRAND ST- CITY HALL MA...	100-715-52003	520.14
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	277 STRAND ST -	100-715-52003	35.69
LISA STOCKWELL	8.19.2022	08/22/2022	RESTITUTION COLE SNIDER	100-000-21000	3.50
JORDAN RAMIS PC ATTORNEYS..	195526	08/23/2022	GENERAL LEGAL	100-701-52019	2,055.00
JORDAN RAMIS PC ATTORNEYS..	195526	08/23/2022	GENERAL LEGAL	100-701-52019	-69.56
JORDAN RAMIS PC ATTORNEYS..	195526	08/23/2022	GENERAL LEGAL	100-703-52019	470.00
JORDAN RAMIS PC ATTORNEYS..	195526	08/23/2022	GENERAL LEGAL	100-704-52019	300.00
JORDAN RAMIS PC ATTORNEYS..	195528	08/23/2022	PLANNING	100-710-52019	175.00
ORKIN	230198086	08/23/2022	265 STRAND PEST SERVICE CIT...	100-715-52023	165.00
EASYPERMIT POSTAGE	8.11.2022	08/23/2022	POSTAGE	100-707-52009	1,200.00
BEERY ELSNER & HAMMOND L...	8.1.2022	08/24/2022	LEGAL SERVICES	100-704-52019	2,587.90
CITY OF ST. HELENS	INV0002956	08/29/2022	391 S 12TH ST	100-715-52003	60.72
WILCOX	0729985-IN	08/30/2022	FUEL PARKS DEPT	100-708-52022	670.14
WILCOX	0731418-IN	08/30/2022	FUEL PARKS DEPT	100-708-52022	577.66
WILCOX	0731578-IN	08/30/2022	FUEL PARKS DEPT	100-708-52022	251.53
INGRAM LIBRARY SERVICES	70340513	08/30/2022	BOOKS 20C7921	100-706-52033	2,265.13
INGRAM LIBRARY SERVICES	70340513	08/30/2022	BOOKS 20C7921	100-706-52033	-65.25
INGRAM LIBRARY SERVICES	70340513	08/30/2022	BOOKS 20C7921	100-706-52033	-32.22
INGRAM LIBRARY SERVICES	70378076	08/30/2022	BOOKS 20C7921	100-706-52033	659.19
INGRAM LIBRARY SERVICES	70728692	08/30/2022	BOOKS 20C7921	100-706-52033	969.82
INGRAM LIBRARY SERVICES	70728693	08/30/2022	BOOKS 20C7921	100-706-52033	36.56
INGRAM LIBRARY SERVICES	70728694	08/30/2022	BOOKS 20C7921	100-706-52033	10.85
WEX BANK	83169907	08/30/2022	POLICE FUEL PURCHASES	100-705-52022	6,055.54
WEX BANK	83169907	08/30/2022	BUILDING FUEL PURCHASES 2...	100-711-52022	123.99
WEX BANK	83169907	08/30/2022	RED ESCAPE CITY HALL 7237	100-715-52022	48.31
Fund 100 - GENERAL FUND Total:					22,716.72
Fund: 201 - VISITOR TOURISM					
COLUMBIA RIVER PUD	8.19.2022	08/22/2022	94111	201-000-52003	171.58
Fund 201 - VISITOR TOURISM Total:					171.58
Fund: 202 - COMMUNITY DEVELOPMENT					
TRAVEL INFORMATION COUNC..	108587	08/22/2022	NATL DOWNTOWN HISTORIC ...	202-721-52019	162.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					162.00

Expense Approval Register

Packet: APPKT006

Item #12.

2

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 203 - COMMUNITY ENHANCEMENT					
GABRIELLE DAGUE	8.17.2022	08/23/2022	summer programming 44 hour...	203-709-52028	880.00
TERESA FOX	0000007	08/30/2022	FACE PAINTING	203-709-52028	80.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					960.00
Fund: 205 - STREETS					
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	2198 COLUMBIA BLVD - SIGNAL	205-000-52003	43.66
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	191 N MILTON WAY - SIGNAL	205-000-52003	40.00
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	58651 COL HWY GATEWAY ART	205-000-52003	28.93
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	265 STRAND ST	205-000-52003	3,747.56
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	51.16
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	715 S COLUMBIA RIVER HWY -...	205-000-52003	75.56
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	1370 COLUMBIA BLVD.- FOUN...	205-000-52003	42.49
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	191 N MILTON WAY- LANDSC...	205-000-52003	28.59
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	1800 COLUMBIA BLVD - SIGNAL	205-000-52003	108.53
Fund 205 - STREETS Total:					4,166.48
Fund: 601 - WATER					
NORTHSTAR CHEMICAL	231728	08/22/2022	SODIUM HYDROXIDE 25%	601-732-52083	9,969.96
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	57500 OLD PORTLAND RD - W...	601-731-52003	35.73
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	35261 PITTSBURG RD- PW WA...	601-731-52003	30.94
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	2300 STRAND ST - WELL 2	601-731-52003	504.21
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	62420 COLUMBIA RIVER HWY -..	601-731-52003	96.48
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	1680 1 ST -	601-731-52003	2,914.28
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	END OF KESTREL VIEW DRIVE	601-731-52003	90.24
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	1215 FOURTH ST - WFF	601-732-52003	7,151.89
PMP	8.22.2022	08/29/2022	REFUND ON WATER PAYMENT	601-000-11398	353.06
Fund 601 - WATER Total:					21,146.79
Fund: 603 - SEWER					
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	240 CLARK ST PUMP STATION	603-735-52003	28.67
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	451 PLYMOTH ST - WWTP LA...	603-736-52003	1,904.50
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	451 PLYMOTH ST - WWTP LA...	603-737-52003	1,904.49
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	240 MADRONA CT	603-738-52003	147.73
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	58360 OLD PORTLAND RD - PS...	603-738-52003	164.28
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	110 S 4TH ST - PS 3	603-738-52003	33.59
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	35120 MAPLE ST. - PS 11	603-738-52003	87.52
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	169 S 4TH ST WATER FLOW M...	603-738-52003	67.27
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	58791 58725 COL RIV HWY P...	603-738-52003	38.98
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	318 S 1ST ST- PS #1 8805564	603-738-52003	81.45
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	134 N 1ST- PS 2 8873519	603-738-52003	80.04
ALLSTREAM	18712722	08/23/2022	ALLSTREAM PHONE ACCT 754...	603-736-52010	25.10
ALLSTREAM	18712722	08/23/2022	ALLSTREAM PHONE ACCT 754...	603-737-52010	25.10
IDEXX DISTRIBUTION INC	3109343846	08/30/2022	VESSELS IRRAD COLILERT	603-736-52001	1,436.87
IDEXX DISTRIBUTION INC	3109343846	08/30/2022	VESSELS IRRAD COLILERT	603-737-52001	1,436.87
Fund 603 - SEWER Total:					7,462.46
Fund: 702 - INFORMATION SYSTEMS					
ALLSTREAM	18712722	08/23/2022	ALLSTREAM PHONE ACCT 754...	702-000-52010	50.19
QWEST DBA CENTURYLINK AC...	21348	08/23/2022	5163X20453	702-000-52010	80.33
QWEST DBA CENTURYLINK AC...	22104	08/23/2022	5163X20453	702-000-52010	80.33
CENTURY LINK BUSINESS SERV...	304719184	08/23/2022	ACCT 88035002	702-000-52010	183.96
Fund 702 - INFORMATION SYSTEMS Total:					394.81
Fund: 703 - PW OPERATIONS					
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	1230 DEER ISLAND RD - PW	703-734-52003	74.90
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	984 OREGON ST - PW SHOP	703-734-52003	30.70
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	650 OREGON ST -LEMONT PU...	703-734-52003	572.76
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	984 OREGON ST	703-734-52003	169.28
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	264 STRAND ST- PARKS/ GAZE...	703-734-52046	40.07
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	264 STRAND ST- COL VIEW PA...	703-734-52046	30.78
COLUMBIA RIVER PUD	8.16.2022	08/22/2022	265 STRAND ST. - DOCKS	703-734-52046	256.21
LAWSON PRODUCTS	9309840137	08/23/2022	MATERIALS	703-739-52099	228.84

Expense Approval Register

Packet: APPKT006

Item #12.

12

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX BANK	83169907	08/30/2022	PW CHEROKEE 6555	703-734-52022	754.24
Fund 703 - PW OPERATIONS Total:					2,157.78
Fund: 704 - FACILITY MAJOR MAINTNANCE					
CITY OF ST. HELENS	INV0003008	08/30/2022	PERMIT FEES FOR UB BUILDIN...	704-000-53018	372.42
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					372.42
Fund: 706 - PUBLIC SAFETY					
MACKENZIE	1079414	08/24/2022	BUSINESS PARK INFRASTRUCT...	706-000-52019	6,070.00
MACKENZIE	1079464	08/24/2022	BUSINESS PARK INFRASTRUCT...	706-000-52019	191,978.38
MACKENZIE	1079466	08/24/2022	BUSINESS PARK INFRASTRUCT...	706-000-52019	2,830.03
Fund 706 - PUBLIC SAFETY Total:					200,878.41
Grand Total:					260,589.45

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	22,716.72
201 - VISITOR TOURISM	171.58
202 - COMMUNITY DEVELOPMENT	162.00
203 - COMMUNITY ENHANCEMENT	960.00
205 - STREETS	4,166.48
601 - WATER	21,146.79
603 - SEWER	7,462.46
702 - INFORMATION SYSTEMS	394.81
703 - PW OPERATIONS	2,157.78
704 - FACILITY MAJOR MAINTNANCE	372.42
706 - PUBLIC SAFETY	200,878.41
Grand Total:	260,589.45

Account Summary

Account Number	Account Name	Expense Amount
100-000-21000	Court - Restitution	3.50
100-701-52019	Professional Services	1,985.44
100-703-52019	Professional Services	470.00
100-704-52019	Professional Services	2,887.90
100-705-52003	Utilities	734.63
100-705-52022	Fuel	6,055.54
100-706-52003	Utilities	1,061.97
100-706-52033	Printed Materials	3,844.08
100-707-52009	Postage	1,200.00
100-708-52003	Utilities	1,131.69
100-708-52022	Fuel	1,499.33
100-709-52003	Utilities	321.96
100-710-52019	Professional Services	175.00
100-711-52022	Fuel	123.99
100-715-52003	Utilities	1,008.38
100-715-52022	Fuel	48.31
100-715-52023	Facility Maintenance	165.00
201-000-52003	Utilities	171.58
202-721-52019	Professional Services	162.00
203-709-52028	Projects & Programs	960.00
205-000-52003	Utilities	4,166.48
601-000-11398	Unapplied Credits	353.06
601-731-52003	Utilities	3,671.88
601-732-52003	Utilities	7,151.89
601-732-52083	Chemicals	9,969.96
603-735-52003	Utilities	28.67
603-736-52001	Operating Supplies	1,436.87
603-736-52003	Utilities	1,904.50
603-736-52010	Telephone	25.10
603-737-52001	Operating Supplies	1,436.87
603-737-52003	Utilities	1,904.49
603-737-52010	Telephone	25.10
603-738-52003	Utilities	700.86
702-000-52010	Telephone	394.81
703-734-52003	Utilities	847.64
703-734-52022	Fuel	754.24
703-734-52046	Dock Services	327.06
703-739-52099	Equipment Operations	228.84
704-000-53018	Capital Outlay - City Hall	372.42
706-000-52019	Professional Services	200,878.41
Grand Total:		260,589.45

Project Account Summary

Project Account Key

None

Expense Amount

260,589.45

Grand Total:

260,589.45