



COUNCIL REGULAR SESSION

Wednesday, October 19, 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 three (3) minutes per speaker*

ORDINANCES – *First Reading*

- 1. Ordinance No. 3287:** An Ordinance Amending the St. Helens Municipal Code Chapter 12.04 Regarding Sidewalk Maintenance and Liability

RESOLUTIONS

- 2. PUBLIC COMMENT -** Increase in Planning Department Fees
Resolution No. 1967: A Resolution of the St. Helens City Council to Set Planning Department Fees
- 3. Resolution No. 1968:** A Resolution of the Common Council of the City of St. Helens, Oregon, Adopting an Agreement with Unrepresented Employees of the City of St. Helens
- 4. Resolution No. 1969:** A Resolution of the Common Council of the City of St. Helens Adopting a Collective Bargaining Agreement with AFSCME Local 1789 [PLACEHOLDER]
- 5. Resolution No. 1970:** A Resolution Adopting and Affirming Rules of Conduct for City Facilities

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 6.** [RATIFY] Agreement with GMP Consultants for Finance Director Recruitment Services
- 7.** Fourth Amendment to Otak, Inc. Agreement for S. 1st & Strand Streets, Road & Utility Extensions Project
- 8.** Findings and Conditions (Final Order) for the Comstock Subdivision Appeal
- 9.** Agreement with Columbia County for Building Inspection and Plan Review Services
- 10.** Agreement with City of Columbia City for Building Inspection and Plan Review Services
- 11.** [RATIFY] Amendment No. 6 to Contract with Mayer/Reed Inc. for the Riverwalk Project Phase I
- 12.** Third Amendment to Ground Lease with 7th Street Lofts Condo

CONSENT AGENDA FOR ACCEPTANCE

- [13.](#) Parks and Recreation Commission Minutes dated September 12, 2022
- [14.](#) Library Board Minutes dated September 12, 2022
- [15.](#) Planning Commission Minutes dated September 13, 2022

CONSENT AGENDA FOR APPROVAL

- [16.](#) Council Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated September 7, 2022
- [17.](#) OLCC Licenses
- [18.](#) 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/86413694310?pwd=TEhVLytZUURBWewwVUF3Q0YxajNaQT09>

Meeting ID: 864 1369 4310

Passcode: 896307

Dial: 253-215-8782

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
ORDINANCE NO. 3287

AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE CHAPTER 12.04
REGARDING SIDEWALK MAINTENANCE AND LIABILITY

WHEREAS, In January of this year Citycounty Insurance Services (CIS) of Oregon conducted a best practices review with City staff; and

WHEREAS, CIS of Oregon recommended changes to the St. Helens Municipal Code as it pertains to its sidewalk ordinance for risk management purposes; and

WHEREAS, staff reviewed these recommendations and the applicable sections of the St. Helens Municipal Code and drafted the appropriate code amendments.

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

Section 1. Chapter 12.04 of the St. Helens Municipal Code ("SHMC") is hereby amended, attached hereto as **Attachment "A"**, and made part of this reference.

Section 2. Severability. If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses, or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be servable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Provisions of this Ordinance shall be incorporated in the St. Helens Municipal Code and the word "ordinance" may be changed to "code," "article," "section," or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

Section 4. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: October 19, 2022

Read the second time: November 2, 2022

APPROVED AND ADOPTED this 2nd day of November 2022 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

underlined words are added

~~words-stricken~~ are deleted

[...] means skipping text as it reads in the code (e.g., to focus on text being edited in this document)

CHAPTER 12.04 SIDEWALK CONSTRUCTION AND REPAIR

[...]

12.04.020 Duty to repair and clear sidewalks.

It is the duty of an owner or occupant of land adjoining a street to maintain in good repair and remove obstructions and hazards to safe travel from the adjacent sidewalk.

12.04.030 Liability for sidewalk injuries.

(1) The owner of real property responsible for maintaining the adjacent sidewalk shall be ~~primarily~~ liable to any person injured because of any negligence of such owner in failing to maintain the sidewalk in good condition, remove obstructions, and/or remove hazards to safe travel.

(2) If the city is required to pay damages for an injury to persons or property caused by the failure of a person to perform the duty, which this section imposes, the person shall compensate the city for the amount of the damages thus paid. The city may maintain an action in a court of competent jurisdiction to enforce the provisions of this section.

City of St. Helens
RESOLUTION NO. 1967

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

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

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

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

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

Section 2. This Resolution supersedes Resolution No. 1929 and any previous Resolution setting forth Planning Department fees.

Section 3. This Resolution is effective November 1, 2022.

Approved and adopted by the City Council on October 19, 2022, by the following vote:

Ayes:

Nays:

 Rick Scholl, Mayor

ATTEST:

 Kathy Payne, City Recorder



PLANNING DEPARTMENT FEE SCHEDULE

Accessory Structure (detached)	\$153
Amended decision (post amendment of proposed decision)	\$305
Amendment	
Quasi-judicial or Legislative	\$1,219
+Deposit for special notice (covers mailing expense); and/or	\$3,614 ^(D)
+Deposit for proposed text amendments	\$3,614 ^(D)
Annexation	
Annexation application (consent to annex)	\$1,219 + \$61/acre
+Election deposit (to cover election costs if applicable)	\$3,614 ^(D)
Appeal	
Administrative decision	\$250 ⁽¹⁾
Non-administrative decision (excludes cost of transcript, see below)	\$610
Expedited Land Partition or Subdivision	\$300 ^{(1) (D)}
Home Occupation	60% / applicable fee ⁽²⁾
+Transcript deposit (for non-administrative appeal)	\$500 ^{(1) (D)}
Building Permit Planning Release (fee associated with building permits)	\$61
Conditional Use Permit	
Minor Modification of Major CUP	\$305
Minor Modification of existing use (value of project <\$10,000)	\$305
Minor Modification of existing use (value of project >\$10,000)	\$367
Major (value of project is <\$250,000)	\$610
Major (value of project is \$250,000 to \$500,000)	\$792
Major (value of project \$500,000 to \$1,000,000)	\$975
Major (value of project >\$1,000,000)	Project Value x \$0.0008 + \$305 ⁽³⁾
Development Agreement or Contract (in add. to other application fees)	\$3,614
Easement Extinguishment (per ORS 221.725)	\$610
Expedited Land Division	Application fees same as Partition or Subdivision ⁽²⁾
Historic Resource Review	\$61

Home Occupation	\$183
Land Use Letter / Planning Director Signature	\$33
Lot Line Adjustment	\$305 + \$61/adj. acres
Measure 49	\$3,614
Notice (not as required, but requested—must be renewed annually)	\$28/calendar year
Parklet, Temporary	
Permit fee, administrative (excludes other permits needed for use of ROW)	\$183
Renewal (excludes other permits needed for use of ROW)	\$123
Partition	
Preliminary Plat	\$610 + \$33/parcel
Final Plat	\$61 + \$17/parcel
Planned Development (fee is same as use—e.g., SUB, SDR, CUP)	n/a
Preapplication Conference	\$123 ⁽⁴⁾
Public Passageway Permit	\$16 per 50' of street frontage used for street furniture ⁽⁵⁾
Recordation fee	Same as County Clerk
Referral of administrative decision to Planning Commission	+\$183 to base fee(s)
Revocation	\$305
Sensitive Lands Permit	
Administrative (except Tree Removal Permit—see below)	\$305
With public hearing	\$610
Sign Code Adjustment	\$549
Sign Permit	
Permanent [wall painted or adhered (i.e. sticks out less than 1'')]	\$61
Permanent (all except as above)	\$123
Temporary	\$33
Temporary (nonprofit organization)	\$0
Permit issued after sign has begun to be constructed	X2 base fee(s) ⁽²⁾
Sign Plan, Comprehensive	\$184 + \$33/sign
Site Development Review	
Minor Modification of Major SDR	\$153
Minor Modification of existing use (value of project <\$10,000)	\$153
Minor Modification of existing use (value of project >\$10,000)	\$305
Major (value of project is <\$250,000)	\$367

Major (value of project is \$250,000 to \$500,000)	\$549
Major (value of project \$500,000 to \$1,000,000)	\$731
Major (value of project >\$1,000,000)	Project Value x \$0.0008 ⁽³⁾
Scenic Resource	\$305
Street Vacation	
Application materials (provided by staff—optional)	\$61
Application fee	\$854 + Recordation fee ⁽⁶⁾
Subdivision	
Preliminary Plat	\$854 + \$33/lot
Final Plat	\$305 + \$17/lot
Supplemental Application pursuant to ORS 227.184	\$3,614
Temporary Use Permit	
One year	\$183
One month (within a 30 consecutive day time period)	\$61
One week (within a 7 consecutive day time period)	\$33
Time Extension	\$123
Tree Removal Permit (sensitive lands)	\$183/tree
Unlisted Use / Parking Use / Nonconforming Use Determination	\$183
Variance	\$549

DOCUMENT FEES

Development Code, etc.	Per Photocopy / Printout Fee (see Universal Fee Schedule)
Zoning District or Comprehensive Plan Map (hard copy)	\$28 each

* * * * *

Notes:

(D) = Deposit to cover staff time and materials. Any portion not used is refundable.

¹ Indicates maximum per Oregon Revised Statutes.

² Indicates per St. Helens Municipal Code.

³ Project value requires an estimate from a qualified professional. If value is determined to be greater at time of Building Permit issuance, the difference shall be paid prior to issuance. **Max project value fee is \$5,772** (additional CUP fee still applies).

⁴ Fee may be deducted from application fee(s) if application is submitted within six months of preapplication conference.

⁵ Fee is per 50 feet of street frontage used rounded up. For example, using 51 feet would count as 100 feet for the purpose of administering the fee. This does not include temporary parklets.

⁶ Base fee is required to accept an application. If approved, recordation fees are required to be paid in advance of recording final documents with the County Clerk.

City of St. Helens
RESOLUTION NO. 1968

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST. HELENS,
 OREGON, ADOPTING AN AGREEMENT WITH UNREPRESENTED EMPLOYEES OF
 THE CITY OF ST. HELENS

WHEREAS, the City of St. Helens and unrepresented employees agree to the following benefit and salary information that is specific to unrepresented employees within the City of St. Helens who are not represented by a union.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of St. Helens, Oregon that:

Section 1: Exhibit A consists of benefits that are specific to unrepresented employees within the City of St. Helens.

Section 2: Exhibit B consists of a salary schedule that is specific to unrepresented employees within the City of St. Helens.

Section 3. This Resolution supersedes Resolution No. 1921 and 1928.

Section 4. This Resolution is retroactive to July 1, 2022.

Approved and adopted by the City Council on October 19, 2022, by the following vote:

Ayes:

Nays:

 Rick Scholl, Mayor

ATTEST:

 Kathy Payne, City Recorder

Management Leave *(Commonly referred to as Unrepresented Administrative Leave)*

In recognition of the fact that exempt employees are often required to work long hours and attend night meetings and do not qualify for overtime, the City will provide exempt employees with a management leave benefit.

On July 1 of each year, all unrepresented employees will receive a designated “class level” of management leave dependent on their position. The class level is determined by the opportunity and off-hours requirements of the position. A class level will be designated on all job descriptions for unrepresented employees.

<u>CLASS LEVEL</u>	<u>ANNUAL HOURS RECEIVED</u>
Class A	96 hours per fiscal year
Class B	72 hours per fiscal year
Class C	48 hours per fiscal year

Management leave is not paid out upon separation from employment with the City; unused hours are forfeited at the time of resignation. At the end of each fiscal year, unused management leave time can be paid out if approved by the City Administrator and is allowed within the approved City budget.

Healthcare Benefits

Unrepresented employees will contribute two percent (2%) of the premium cost of the employee’s selected health insurance. This is deducted from pre-tax earnings by payroll deduction.

Physical Fitness or Wellness Activity

The City shall provide for regular full-time employees up to \$75 payment per month per employee for participation by the employee in any physical fitness club or other wellness activity approved by the City Administrator. Payment is on a reimbursement basis. This is a taxable fringe benefit and will be reimbursed on your paycheck. Reimbursement requests for January through June must be submitted by July 15 and reimbursement requests for July through December must be submitted by January 15.

For purposes of this policy, “physical fitness and wellness” is defined as an activity that contributes to the overall physical well-being of each employee such as a membership at a physical fitness club or swimming pool, smoking cessation or weight loss programs, or activities such as martial arts or yoga. Some examples of activities this policy does not apply to would be massage, acupuncture, naturopathic medicine, or mental health services. These activities/services are covered by our health insurance for a nominal co-payment. There are also many other opportunities through our insurance and employee assistance program to take advantage of that contribute to the well-being of our employees.

HRA VEBA Contributions

Unrepresented employees will receive an employer contribution into HRA VEBA accounts in the amount of 2% of base salary.

Longevity

Longevity pay shall be paid monthly to regular full-time employees under the following schedule:

After five (5) full years of service	\$50.00
After ten (10) full years of service	\$100.00
After fifteen (15) full years of service	\$150.00
After twenty (20) full years of service	\$200.00

Vacation Leave Accrual

Months of Service Greater Than	Months of Service Less Than or Equal To	Hours Accrued Per Month	Max
1	48	8.00	No Max
49	108	12.00	No Max
109	168	16.00	No Max
169	228	18.00	No Max
229		20.00	No Max

Housing Incentive

City Council, on a case-by-case basis, may provide a housing incentive for Class A Unrepresented employees.

Police Department Unrepresented Employee Benefits

- Certification and ORPAT Pay: Included in regular monthly pay, payout tiers and percentages are tied to SHPA Contract.
- Instructor Premium: Will follow SHPA Contract. Sergeants will be allowed to receive a 5% premium for defensive tactics, less lethal, or firearms training. This will be from direction of Lt. or Chief to approve and monitor.
- Clothing Allowance will follow SHPA Contract.
- Sergeants Holiday and Holiday Pay procedures will follow SHPA Contract.

EXHIBIT B

Item #3.

Unrepresented Salary Schedule – FY2022/2023

Grade	2022/2023 - Un Rep WAGES	Leave	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
U-1	Accountant I	C	4,732	4,853	4,978	5,105	5,236	5,371	5,508	5,650	5,794
U-2			4,853	4,978	5,105	5,236	5,371	5,508	5,650	5,794	5,943
U-3			4,978	5,105	5,236	5,371	5,508	5,650	5,794	5,943	6,095
U-4	Deputy City Recorder	C	5,105	5,236	5,371	5,508	5,650	5,794	5,943	6,095	6,252
U-5	Accountant II	C	5,236	5,371	5,508	5,650	5,794	5,943	6,095	6,252	6,412
	IT Specialist I	C									
U-6			5,371	5,508	5,650	5,794	5,943	6,095	6,252	6,412	6,576
U-7			5,508	5,650	5,794	5,943	6,095	6,252	6,412	6,576	6,745
U-8			5,650	5,794	5,943	6,095	6,252	6,412	6,576	6,745	6,918
U-9	Accountant III	C	5,794	5,943	6,095	6,252	6,412	6,576	6,745	6,918	7,095
U-10	Government Affairs Specialist	C	5,943	6,095	6,252	6,412	6,576	6,745	6,918	7,095	7,277
U-11	IT Specialist II	B	6,095	6,252	6,412	6,576	6,745	6,918	7,095	7,277	7,464
U-12	Parks Field Supervisor	B	6,252	6,412	6,576	6,745	6,918	7,095	7,277	7,464	7,655
	Public Works Supervisor	B									
	Public Works Safety Coordinator	B									
U-13	City Recorder / HR Coordinator	A	6,412	6,576	6,745	6,918	7,095	7,277	7,464	7,655	7,851
	Facility Maintenance Supervisor	B									
U-14			6,576	6,745	6,918	7,095	7,277	7,464	7,655	7,851	8,053
U-15			6,745	6,918	7,095	7,277	7,464	7,655	7,851	8,053	8,259
U-16	IT Specialist III	B	6,918	7,095	7,277	7,464	7,655	7,851	8,053	8,259	8,471
U-17	Sergeant	C	7,095	7,277	7,464	7,655	7,851	8,053	8,259	8,471	8,688
U-18	Building Official	A	7,277	7,464	7,655	7,851	8,053	8,259	8,471	8,688	8,911
	Water Quality Manager	B									
U-19			7,464	7,655	7,851	8,053	8,259	8,471	8,688	8,911	9,140
U-20			7,655	7,851	8,053	8,259	8,471	8,688	8,911	9,140	9,374
U-21	Parks & Recreation Manager	B	7,851	8,053	8,259	8,471	8,688	8,911	9,140	9,374	9,614
U-22			8,053	8,259	8,471	8,688	8,911	9,140	9,374	9,614	9,861
U-23	Library Director	A	8,259	8,471	8,688	8,911	9,140	9,374	9,614	9,861	10,114
	City Planner	A									
U-24	Lieutenant	A	8,471	8,688	8,911	9,140	9,374	9,614	9,861	10,114	10,373
	Engineering Manager	B									
U-25			8,688	8,911	9,140	9,374	9,614	9,861	10,114	10,373	10,639
U-26			8,911	9,140	9,374	9,614	9,861	10,114	10,373	10,639	10,912
U-27			9,140	9,374	9,614	9,861	10,114	10,373	10,639	10,912	11,191
U-28			9,374	9,614	9,861	10,114	10,373	10,639	10,912	11,191	11,478
U-29	Finance Director	A	9,614	9,861	10,114	10,373	10,639	10,912	11,191	11,478	11,773
	Public Works Director	A									
U-30	Chief of Police	A	9,861	10,114	10,373	10,639	10,912	11,191	11,478	11,773	12,075
U-31			10,114	10,373	10,639	10,912	11,191	11,478	11,773	12,075	12,384
U-32			10,373	10,639	10,912	11,191	11,478	11,773	12,075	12,384	12,702
U-33			10,639	10,912	11,191	11,478	11,773	12,075	12,384	12,702	13,027
U-34			10,912	11,191	11,478	11,773	12,075	12,384	12,702	13,027	13,361
U-35	City Administrator	A	11,191	11,478	11,773	12,075	12,384	12,702	13,027	13,361	13,704

City of St. Helens
RESOLUTION NO. 1970

A RESOLUTION ADOPTING AND AFFIRMING
RULES OF CONDUCT FOR CITY FACILITIES

WHEREAS, the City of St. Helens is committed to providing the best possible service to our community; and

WHEREAS, guidelines for conduct are helpful to communicate behavioral expectations for those members of the public interacting with staff, volunteers and engaging with City services and programs; and

WHEREAS, rules of conduct are necessary to protect the rights and ensure the safety of everyone and to preserve and protect materials, equipment, and property.

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

Section 1. The City Council of the City of St. Helens hereby adopts rules of conduct for St. Helens City Hall, Utility Billing, and Municipal Court, attached as **Exhibit A** and incorporated herein by reference.

Section 2. The City Council of the City of St. Helens hereby adopts rules of conduct for the St. Helens Community Center and Recreation Center, attached as **Exhibit B** and incorporated herein by reference.

Section 3: The City Council of the City of St. Helens here by affirms the rules of conduct for the St. Helens Public Library.

Approved and adopted by the City Council on October 19, 2022, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder



Rules Of Conduct

City Hall, Utility Billing, and Municipal Court

The City of St. Helens operates and maintains City Hall, Utility Billing and Municipal Court offices to meet the needs of the community. Rules of conduct for the premises are necessary to protect the rights and safety of everyone.

Any person who violates any of these rules while in or on the premises will be immediately ejected from the premises. Any person so ejected may be excluded from future entry. The staff reserves the right to report violations to the police.

No person shall harass or annoy another person by:

1. Committing or attempting to commit any activity that would constitute a violation of any federal, state, or local criminal statute or ordinance.
2. Threatening to inflict physical harm upon another person or group of people or directing a threat of physical harm against property.
3. Brandishing a weapon.
4. Using hostile language or making threatening gestures.
5. Engaging in sexual harassment of another person.
6. Engaging in lewd or sexually suggestive behavior.
7. Staring at another person with the intent to annoy that person.
8. Following another person around the building with the intent to annoy the person.

In addition, no person shall:

9. Engage in sexual conduct, even if the sexual conduct occurs between two or more individuals who consent to it.
10. Fail to leave at closing time.
11. Refuse to follow the reasonable direction of an employee.
12. Place belongings along or against buildings or fixtures in a way that interferes with the use of the facility.
13. Push or shove another person in a way that is unwelcome to the other person.
14. Spit on any person or on any inappropriate surface or object.
15. Behave in any other manner that a reasonable person could evaluate as harassing or annoying under the circumstances.
16. Possess, distribute, dispense, sell, attempt to sell, manufacture or being under the influence of any narcotic, hallucinogen, stimulant, sedative, drug, or other controlled substance while on City property.
17. Smoke, use other forms of tobacco or vape on the premises.
18. Bring animals, other than service animals, into the premises.
19. Use restrooms for shaving, bathing, washing hair, or any other use outside the ordinary purposes.

20. Solicit, petition, or distribute written materials or canvass for political or religious purposes.
21. Damage property in the following ways:
 - a. Disrupt a computer system or alter its normal performance.
 - b. Add, delete, or modify electronic files or devices.
22. Otherwise tamper with or deface any property, facilities, materials, equipment, or software, or use them in a manner likely to cause injury.
23. Allow a child aged five or under to be unattended.
24. Sleep in or on premises.
25. Enter parts of the premises reserved for staff use.
26. Using office supplies or other resources reserved for staff use.
27. Fail to wear a shirt or shoes except children three years old and younger.
28. Behave in any other manner that a reasonable patron or staff member could evaluate as harassing or annoying under the circumstances.

Definitions.

As used in this policy:

1. "Premises" means the entire structure known as City Hall, Utility Billing, and Municipal Court and the surrounding grounds.
2. "Controlled substance" has the definition given to it under ORS 475.005 and refers to a drug or its precursor classified in Schedules 1 through 5 of the federal Controlled Substances Act, 21 U.S.C. 811 to 812 as modified under ORS 475.035 and ORS 475.005(6).
3. "Exclusion from premises" means the patron is denied access to the interior of City Hall, Utility Billing, Municipal Court as well as parking lots and the surrounding grounds that are maintained by the City.
4. "Harass or annoy" means intentionally or recklessly engaging in conduct or any communication— written, spoken, emailed, or sent by any other physical or electronic means— that substantially interferes with other people using the facilities or substantially interferes with the ability of a staff member to perform work.
5. "Sexual conduct" has the definition given to it under ORS 167.060 and means human masturbation, sexual intercourse, or any touching of the genitals, pubic areas, or buttocks of the human male or female, or the breasts of the female, whether alone or between members of the same or opposite sex or between humans and animals in an act of apparent sexual stimulation or gratification.
6. "Sexual harassment" means:
 - a. Verbal abuse of a sexual nature.
 - b. Touching or grabbing of a sexual nature.
 - c. Repeatedly standing too close to or brushing against a person.
 - d. Repeatedly making sexually suggestive gestures.
 - e. Other sexual advances, requests for favors, or verbal or physical conduct of a sexual nature that creates an intimidating, hostile, or abusive environment.



Rules Of Conduct Parks & Recreation Community Center and Recreation Center

The City operates and maintains the Community Center and Recreation Center in order to meet the needs of the community. Rules of conduct for the premises are necessary to protect the rights and safety of everyone.

Any person who violates any of these rules while in or on the premises will be immediately ejected from the premises. Any person so ejected may be excluded from future entry. The staff reserves the right to report violations to the police.

No person shall harass or annoy another person by:

1. Committing or attempting to commit any activity that would constitute a violation of any federal, state, or local criminal statute or ordinance.
2. Threatening to inflict physical harm upon another person or group of people or directing a threat of physical harm against property.
3. Brandishing a weapon.
4. Using hostile language or making threatening gestures.
5. Engaging in sexual harassment of another person.
6. Engaging in lewd or sexually suggestive behavior.
7. Staring at another person with the intent to annoy that person.
8. Following another person around the building with the intent to annoy the person.

In addition, no person shall:

9. Engage in sexual conduct, even if the sexual conduct occurs between two or more individuals who consent to it.
10. Possess, sell, distribute, or consume any alcoholic beverage.
11. Fail to leave at closing time.
12. Refuse to follow the reasonable direction of an employee.
13. Play music at a volume level that can be heard by another person.
14. Place belongings along or against buildings or fixtures in a way that interferes with the use of the facility.
15. Push or shove another person in a way that is unwelcome to the other person.
16. Spit on any person or on any inappropriate surface or object.
17. Sing, make loud noises, or talk loudly to other persons or to oneself.
18. Behave in any other manner that a reasonable person could evaluate as harassing or annoying under the circumstances.
19. Smoke, use other forms of tobacco or vape on the premises.

20. Bring animals, other than service animals, into the premises.
21. Use restrooms for shaving, bathing, washing hair, or any other use outside the ordinary purposes.
22. Solicit, petition, or distribute written materials or canvass for political or religious purposes.
23. Allow a child aged five or under to be unattended.
24. Sleep in or on premises.
25. Enter parts of the premises reserved for staff use.
26. Using office supplies or other resources reserved for staff use.
27. Fail to wear a shirt or shoes except children three years old and younger.
28. Use the premises with bodily hygiene so offensive as to constitute a nuisance to other persons.
29. Be present while intoxicated by alcohol or controlled substances.

Definitions.

As used in this chapter:

1. "Premises" means the entire structure known as either The Community Center or The Recreation Center and the surrounding grounds.
2. "Controlled substance" has the definition given to it under ORS 475.005 and refers to a drug or its precursor classified in Schedules 1 through 5 of the federal Controlled Substances Act, 21 U.S.C. 811 to 812 as modified under ORS 475.035 and ORS 475.005 (6).
3. "Exclusion from premises" means the patron is denied access to the interior of The Community Center or Recreation Center as well as parking lots and the surrounding grounds that are maintained by the City.
4. "Harass or annoy" means intentionally or recklessly engaging in conduct or any communication— written, spoken, emailed, or sent by any other physical or electronic means— that substantially interferes with other people using the centers, or substantially interferes with the ability of a staff member to perform work.
5. "Sexual conduct" has the definition given to it under ORS 167.060 and means human masturbation, sexual intercourse, or any touching of the genitals, pubic areas, or buttocks of the human male or female, or the breasts of the female, whether alone or between members of the same or opposite sex or between humans and animals in an act of apparent sexual stimulation or gratification.
6. "Sexual harassment" means:
 - a. Verbal abuse of a sexual nature.
 - b. Touching or grabbing of a sexual nature.
 - c. Repeatedly standing too close to or brushing against a person.
 - d. Repeatedly making sexually suggestive gestures.
 - e. Other sexual advances, requests for favors, or verbal or physical conduct of a sexual nature that creates an intimidating, hostile, or abusive environment.

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 **GMP Consultants** (“Contractor”).

RECITALS

A. The City is in need of personal services for recruitment of a Finance Director, 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 recruitment of a Finance Director, and Contractor accepts such engagement. The principal contact for Contractor shall be Greg Prothman, phone 206-714-9499.

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

3. Term. Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on September 30, 2023. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

5. Payment.

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

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

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

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

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

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

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

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

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

CONTRACTOR: **GMP Consultants**
Attn: Greg Prothman
7041 Cascade Avenue SE
Snoqualmie, WA 98065

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

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

9. Insurance.

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

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

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

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

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

10. Termination.

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

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

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

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

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

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

10.2 Breach of Agreement

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

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

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

determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

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

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

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

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

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

14. Indemnification.

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

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

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

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

16. Compliance with Law.

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

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

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

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

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

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

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

16.8 Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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

16.9.1 Either:

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

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

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

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

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

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

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

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

16.14 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business

enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

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

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

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

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

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

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

Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

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

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

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

21. Mediation/Dispute Resolution

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

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

23. Records, Inspection and Audit by the City.

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

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

23.3 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

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

24. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, 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 disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

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

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

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

CITY:**CITY OF ST. HELENS**

Council Meeting Date: _____

Signature: _____

Print: John WalshTitle: City Administrator

Date: _____

CONTRACTOR:**GMP Consultants**

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

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 WalshPrint: John WalshTitle: City Administrator

Date: _____

CONTRACTOR:**GMP Consultants**Signature: Greg ProthmanPrint: GREG PROTHMANTitle: PRESIDENTDate: 9/26/22**APPROVED AS TO FORM:**

By: _____

City Attorney

ATTACHMENT A
Scope of Work

See attached.

September 26, 2022

Mr. John Walsh
City Manager
City of St. Helens
265 Strand St.
St. Helens, OR 97051

Dear Mr. Walsh,

Thank you for your confidence in GMP Consulting to assist in the recruitment of the City's next Finance Director. The following represents a scope of work for these services and the associated professional fee and expenses.

PROJECT WORK PLAN

Phase One – Information Gathering, Profile Development & Position Announcement

- Task 1 – Review and Finalize Search Process and Schedule
- Task 2 – Key Stakeholder Meetings (if needed) and Staff Provided Information Request
- Task 3 – Candidate Profile Development
- Task 4 – Develop Recruitment Letter

Phase Two – Strategic Marketing Campaign

- Task 1 – Place Advertisements in Appropriate Professional Online Publications
- Task 2 – Development of a Database of Potential Candidates
- Task 3 – Identify and Contact Potential Candidates

Phase Three – Candidate Screening and Shortlist Presentation

- Task 1 – Resume Review and Semi Finalist Screening Interviews
- Task 2 – Conduct an Internet Publication Search on Semifinalist Candidates
- Task 3 – Review of Semi Finalist Candidates with the City Manager
- Task 4 – Select Finalist Candidates
- Task 5 – Design of Finalist Interviews

Phase Four – Final Interviews

- Task 1 – Develop an Interview Schedule for Final Interviews.
- Task 2 – Conduct Professional References on All Finalist Candidates
- Task 3 – Provide the City with Finalist Candidate's Application Materials
- Task 4 – Coordinate Candidate Travel
- Task 5 – Facilitate Final interviews
- Task 6 – Assist in Facilitating Final Offer and Acceptance

PROFESSIONAL FEE

The fee to complete the Finance Director recruitment is \$16,500. This includes all professional fees. Professional fees are billed in three equal installments throughout the recruitment, at the beginning, halfway, and upon completion of the final interviews.

Expenses include:

- Websites, job boards and other advertising (approx. \$1,600 - 1,900)
- Direct mail announcements (approx. \$1,700 - 1,900)
- Consultant travel: Mileage at IRS rate, travel time at \$55 per hour
- Background checks (approx. \$170 per candidate)

Other Expenses: Candidates' travel expenses would be reimbursed to the candidates by the City directly. The City has the right to cancel the search at any time. The City's only responsibility would be the fees and expenses incurred prior to cancellation.

GUARANTEE & WARRANTY

Should the selected candidate leave the employ of the City within the first 12 months of appointment, we will, conduct one additional recruitment for the cost of expenses and announcements only, if requested to do so within six months of the employee's departure. If the major elements of the process are followed and a candidate is not chosen, we will repeat the recruitment once with no additional professional fee, the only cost to you would be the expenses.

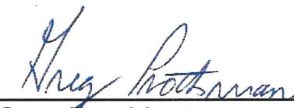
Accepted by:

CITY OF ST. HELENS


John Walsh
City Manager

9-26-2022
Date

GMP CONSULTANTS


Greg Rothman
President
09/26/22
Date

ATTACHMENT B INSURANCE REQUIREMENTS

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

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



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
9/27/2022

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

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

PRODUCER Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602		CONTACT NAME: PHONE (A/C, No. Ext): (800) 688-1984 FAX (A/C, No): 312-690-4123 E-MAIL ADDRESS: ADDRESS:																						
INSURED GMP Consultants LLC 7041 Cascade Ave SE, Snoqualmie, WA, 98065		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Hiscox</td> <td>10200</td> </tr> <tr> <td>INSURER B :</td> <td>Hiscox</td> <td>10200</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Hiscox	10200	INSURER B :	Hiscox	10200	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A :	Hiscox	10200																						
INSURER B :	Hiscox	10200																						
INSURER C :																								
INSURER D :																								
INSURER E :																								
INSURER F :																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Yes		UDC-5054526-CGL-22	1/17/2022	1/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$ \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors and Omissions)			UDC-5054526-EO-22	1/17/2022	1/17/2023	Occurrence/Aggregate \$1,000,000 / \$1,000,000

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

Certificate Holder is named as Additional Insured as their interests may appear in regards to General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of St. Helens OR 265 Strand Street St. Helens, Oregon 97051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ATTACHMENT C

Terms of Compensation

PROFESSIONAL FEE

The fee to complete the Finance Director recruitment is \$16,500. This includes all professional fees. Professional fees are billed in three equal installments throughout the recruitment, at the beginning, halfway, and upon completion of the final interviews.

Expenses include:

- Websites, job boards and other advertising (approx. \$1,600 - 1,900)
- Direct mail announcements (approx. \$1,700 - 1,900)
- Consultant travel: Mileage at IRS rate, travel time at \$55 per hour
- Background checks (approx. \$170 per candidate)

Other Expenses: Candidates' travel expenses would be reimbursed to the candidates by the City directly. The City has the right to cancel the search at any time. The City's only responsibility would be the fees and expenses incurred prior to cancellation.

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

This agreement is entered into this _____ day of October 2022, by and between the City, (hereinafter "City"), and Otak, Inc. (hereinafter "Contractor").

RECITALS

- A. City and Contractor entered into a Personal Service Agreement on March 8, 2021, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. The City has determined that the additional task of Construction Management and Inspection services for the duration of the project is needed.
- C. The Contractor has provided a revised Scope of Work, Work Order No. 4, which has been reviewed and accepted by the City's Technical Advisory Committee.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Additional compensation for Work Order No. 4 shall be a not to exceed amount of \$486,263.25.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 10th day of October 2022.

Contractor

City

Millicent Williams Digitally signed by Millicent Williams
DN: c=US, e=millicent.williams@otak.com,
o=Otak, Inc., ou=CRS/W Washington Public
Sector, cn=Millicent Williams
Date: 2022.10.10 15:34:19-07'00'

Rick Scholl, Mayor

Date: October 10, 2022

Date: _____

Attest:

By: _____
Kathy Payne, City Recorder

City of St. Helens

S. 1st and Strand Streets, Road, and Utility Extensions

Design, Construction, and Permit Documents

Scope of Work

Work Order No. 4

October 6, 2022

Project Understanding

The City of St. Helens has identified the street and utility extensions of Strand Street and S. 1st Street as a catalyst for redevelopment of the prime riverfront property (Veneer Property) along the Columbia River. The improvements will provide multimodal connectivity for the community to the proposed Riverwalk project, historic downtown, existing pathway/trail connections, and support revitalization of the Columbia View Park area as a community gathering place and event space.

S. 1ST STREET is proposed to extend from Cowlitz Street south to Plymouth Street. This street extension will include multiple mid-block crossings to allow for pedestrian and bicycle crossings that provide access to the river and future property development. The street section proposes two narrow shared travel lanes that allow for bike traffic and minimize the pedestrian street crossing length at designated crossings. The coordinated location of the street crossings with adjacent future development parcels provide the opportunity to maintain view corridors to the river, as well as enhanced multimodal connections between the proposed Riverwalk trail, S. 1st Street, and connections to the west (Tualatin St stairway, Nob Hill Nature Park, Plymouth Street).

STRAND STREET is proposed to extend south and west from Columbia View Park to intersect S. 1st Street opposite the Tualatin pedestrian stairway. The extension will begin about 180 feet south of the Cowlitz Street Intersection. In accordance with previous community input, the design of the Strand Street extension should include ample parking and maintain view access to the river, so there is a fantastic opportunity to integrate the streetscape design into the Riverwalk design (wider sidewalks, head-in-parking, connections to Riverwalk trail, overlook/nodes, etc.). Strand Street is targeted to be a festival street with a gateway or special streetscape treatment at the intersection of 1st and Strand to highlight an arrival to the riverfront. The original contract was amended to include a subset of plans that incorporates the design of the Strand Street reconstruction between Cowlitz and the Courthouse as well as the extension of Cowlitz east of Strand to a turnaround/drop off terminus.

INTERSECTION IMPROVEMENTS at the existing Cowlitz/S. 1st and Cowlitz/Strand intersections will be completed in accordance with previous design approach/parameters of the S. 1st/St. Helens intersection (design completed by others). The streetscape design elements incorporated into the S. 1st and Strand project will be added to the existing S. 1st/St Helens intersection design (by others) to maintain consistency within the River District. The S. 1st and Strand Street intersection will be designed as a new intersection with consistent design and streetscape elements to the existing intersections. S. 1st/Street A, Strand/Street A intersections have been added and will be completed in accordance with previous design approach/parameters of S. 1st/St. Helens.

NEW UTILITY EXTENSIONS and the relocation of the existing sanitary sewer lift station on the Veneer Property will support new development and improve the existing City systems (looping of water, alleviating sewer capacity issues). Utility infrastructure and stormwater management should be designed

in accordance with City Master Plan documents and provide coordinated stubs and services (including franchise utilities) to future development parcels, providing flexibility for different configurations and development patterns for the area. Stormwater management will include the exploration of low impact development options. A challenge for drainage will be maintaining adequate depth and conveyance to utilize the existing stormwater outfalls to the Columbia River. The pump station site is being revised to include a custom building that will house the generator and allow for removal of the security fence. Continuation of waterline extension along Strand Street has been added to this project.

Base Contract includes street construction of S. 1st Street from Tualatin Street to Cowlitz Street, all the Cowlitz Street improvements, and Strand Street from its existing southern terminus to the Courthouse. Base contract also includes construction of the new pump station, the pathway along the bluff (including lighting and landscaping), and the two water quality swale facilities. Storm drain improvements within Base contract include all storm line construction 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 along with all the gravity sewer construction shown on the plans. Water construction includes all the water line improvements proposed within the street improvements mentioned above along with the water construction proposed between Tualatin Street and Plymouth Street.

Add 1 includes the street construction of Tualatin Street, Street A, and Strand Street (from Tualatin Street to the existing southern terminus of Strand Street). The street construction is inclusive of furnishings, lighting, and landscaping within the limits of Add 1. Water construction for Add 1 includes construction of the waterline extension between the end of existing Strand Street and the intersection of S. 1st Street and Tualatin Street. Stormwater construction for Add 1 includes catch basins for new street construction of Strand Street and Tualatin Street as well as Street A.

Design Team: Roles and Responsibilities

Firm/Lead	Responsibilities
Otak, Inc. / Michael Williams, Mandy Flett, David Brodkey, Keith Buisman, PE; Rose Horton, PE; Jon Yamashita, PLS	Construction Management and Inspection, Construction Administration, Civil/Roadway Design and Utility Coordination, Stormwater Management, Survey
Mayer/Reed, Inc. / Jeramie Shane, Shannon Simms	Landscape Architecture, Urban Design, Wayfinding
GeoDesign, Inc. / Krey Younger, Colby Hunt, Shawn Dimke	Geotechnical Engineering and Environmental Consulting
Leeway Engineering Solutions / Robert Lee Grayling / Kyle Thompson	Sanitary / Water Design, Lift Station Relocation
DKS Associates / Steve Boice, Kevin Chewuk	Traffic Engineering, Street & Pedestrian Illumination, Signing / Striping, Multimodal Safety Design

Task 8 – Construction Management Services

The purpose of this task is to provide Construction Management and Inspection services for the duration of the project. The duration of this contract is assumed to be from October 2022 through October 2024. The duration of the on-site construction work is assumed to be from October 2022 through September 2024 for substantial completion of the constructed project. Work included within this task is as follows:

Task: 8.1 Project Management

This task will be conducted by the City team and will include:

- Project Management and Coordination. This activity is continuous throughout the duration of the Pre-Construction and Construction Phases. The CM Team will support the City's, direction, and control of the services described in this Scope of Work. The City will direct the consultant team

regarding overall CM, inspection, engineering activities, and team meetings. The City will maintain communication and coordination between consultant staff, EOR, Construction Contractor, and other project stakeholders.

- The Otak CM Team will provide support to the City and manage the subcontractor EORs up to the hours provided.
- Status Reports and Invoices. For each month the CM Project Manager will produce a status report and will submit this along with an invoice detailing out the previous month's work.

Assumptions:

- This task is on-going for the full duration of the construction contract and will be handled by the City. (Estimated at 24 months).

Deliverables

- Monthly status reports and invoices. (Assumes up to 24 invoices and reports).

Task: 8.2 Pre-construction Phase Services

This task will be conducted by the consultant team and will include:

- Review of contract documents. This activity allows the CM team to familiarize itself with the 100% plans, specifications, and supporting design reports prepared by the EOR.
- Develop a Project Management and Communication Plan.
- Review preliminary contractor submittals as needed. It is anticipated that prior to the construction phase, there will be critical path submittals from the Contractor that must be reviewed and coordinated with the EOR. This task will allow the CM Team to begin work on submittal review and coordination prior to the construction phase.
- Attend, facilitate, and participate in the Pre-Construction Meeting. Prior to the construction phase, it is anticipated that a pre-construction meeting will be held onsite with the Contractor and other stakeholders to serve as an opportunity for formal introduction, collaboration, and schedule discussions.

Public Open House

The CM Team will prepare for and support the city with one (1) public open house for the business owners and residences to provide an update on the S 1st Street - Strand Street Road and Utilities Extension Project, S 1st Street - St. Helens Street Intersection Improvements Project, and the Riverwalk project with the Construction Project Manager.

Assumptions:

- This task assumes pre-construction services will conclude in July 2022 once the construction phase commences.
- This task assumes the participation of up to two (2) Consultant Project Manager, Lead Construction Inspector and one (1) EOR's attend a ninety (90) minute meeting pre-construction meeting and provide meeting notes.
- This task assumes the participation of up to one (1) Consultant Project Manager and two (2) EOR's in a ninety (90) minute meeting public open house.

Deliverables

- Prepare for and participate in one ninety (90) minute Pre-Construction meeting.
- Prepare for and participate in one ninety (90) minute Open House.
- Develop a Project Management and Communication Plan.

Task 8.3: Construction Management and Contract Administration

The City will provide day-to-day management and administration of the construction contract. This task will be primarily conducted by the City and will include:

- Monitor overall budget and costs included in the project authorization.
- Monitor and evaluate the construction schedule and determine whether the construction contractor is proceeding in a manner that will result in timely project completion.
- Maintain contact between the Contractor, City, EOR, and stakeholders.
- Respond to daily construction issues and research with appropriate parties to resolve issues at lowest possible level with Contractor.

The consultant will provide the following service under this task:

- The Lead Construction Inspector can authorize minor variations in the work which do not involve an adjustment in the contractor's contract price nor time for construction.

Weekly Construction Progress Meetings

The CM Team will facilitate and attend weekly on-site construction progress meetings with the Construction Project Manager, Lead Inspector, Construction Contractor, and other project stakeholders. Meetings will review project schedule, status of submittals and Requests for Information (RFIs), review of pending change orders, and construction issues for resolution. The CM Team will distribute meeting minutes. Meetings are anticipated to be one hour long each. Meetings to be virtual for design team members.

Monthly Construction Progress Estimates

The City will work closely with the Construction Contractor to establish monthly estimated quantities for payment based on an approved contract schedule of values.

The City will receive and review the Contractor's requests for payment. The City will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction

Change Orders, Claims, and Disputes

The CM Team will support the City and EOR on contractor-initiated change order requests. The City will vet the request in consultation with the CM team and provide them authorization to produce recommendations for pricing and obtain EOR approval as required. With backup documentation from the CM team, the City will determine final change order pricing and prepare any change order document(s).

Assumptions:

- A maximum of 12 change order requests involving adjustments to contract time and/ or contract cost.
- Administrative change orders that do not require schedule analysis or the production of pricing recommendations are not included in the quantity assumption.
- This task is on-going throughout the duration of the construction contract (estimated at 28 months (October 2022-September 2024)).
- This task assumes monthly estimates for the full duration of the construction contract for the City to review and approve.
- Assumes supporting the city's review of up to twelve (12) change orders.
- Time for the design team to attend meetings is accounted for under task 8.4.
- Leeway will not be involved with any construction meetings or review of estimates.

Deliverables:

- Meeting agenda and minutes.

Task 8.4: Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals, Provide Plan Revisions)

The CM Team will review construction shop drawings, RFIs, and submittals electronically. The CM Team will log in each submittal/RFI when it arrives, distribute accordingly to appropriate review staff, track the submittal/RFI to ensure a timely response, and log out the reviewed submittal/RFI when it is returned to the construction contractor. This task also includes development of the interpretive content and preparation of the artwork for pedestrian signage.

Engineering Design Modifications

- Provide engineering design changes for up to seven (7) design changes as authorized by the City.

Assumptions:

- Otak will review, coordinate, and distribute RFI and submittal responses with the City to the contractor.
- This task is on-going throughout the duration of the construction contract and assumes eighty-three (83) submittals and fifty-five (55) RFIs or up to the budgeted amount.
 - Estimated breakdown:
 - Otak: 30 submittals and 30 RFIs
 - Mayer/Reed: 16 submittals and 10 RFIs
 - Leeway: 10 submittals and 4 RFIs
 - Grayling: 22 submittals and 7 RFIs
 - DKS: 11 submittals and 4 RFIs
 - NV5: 2 geotechnical RFIs and 2 environmental RFIs
- Assume up to 40 hours for each design change for a total of 280 hours.
 - Estimated breakdown:
 - Otak: 3 design revisions
 - Mayer/Reed: 1 design revision
 - Leeway: 1 design revision
 - Grayling: 1 design revision
 - DKS: 1 design revision
- This task includes time for the design team to provide consultation and meeting attendance throughout the duration of the construction contract or up to the budgeted amount:
 - Estimated breakdown:
 - Otak hours are assumed under Task 8.3
 - Mayer/Reed: 40 hours
 - Leeway: 6 hours
 - Grayling: 40 hours
 - DKS: 16 hours
 - NV5: 20 hours (geotechnical/environmental)
- Environmental site visits and/or soil sampling will not be required during construction. If required, we will submit an addendum to address the additional effort.

Deliverables

- Submittal and RFI reviews returned to Contractor.
- Submittal and RFI log will be available to view by the City.
- Draft and Final Design revisions (Full Size PDF's).
- Prepare and submit the pump station O&M manual to DEQ at approximately 50% completion.
- Revise and submit the pump station O&M manual incorporating DEQ comments following the startup and project completion.
- Interpretive Signage:
 - Draft text & image selection
 - Revised text, image and panel layout

- Final artwork submission

Task 8.5: Construction Inspection

The CM Team will mobilize a CM/inspector on-site for the duration of construction to provide site coordination and monitor the performance of the Construction Contractor. The on-site CM/Inspector will mobilize in a field office to be provided by the City.

The CM Team will provide on-site monitoring and inspection of construction for conformance with construction contract documents. The CM Team will coordinate and conduct on-site monitoring and inspections, so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections will occur at critical times during the construction process based on the CM Team's evaluation of the Contractor's schedule and construction contract documents.

The CM Team will have inspection staff on-site during key points during construction, see breakdown of hours/days below. The CM Team will monitor the Construction Contractor's quality control process for compliance with the construction contract requirements. The CM Team will prepare one (1) progress report of construction for each site visit made by consultant team staff (the city inspector will be certified to conduct erosion control inspections as part of the DEQ 1200-C NPDES permit requirements and will document those inspections in a separate report). Photos will be taken as part of each site visit and kept for review at Otak's office and placed on the project SharePoint Site. The CM Team will determine and document pay quantities for work and materials incorporated into the project to confirm Construction Contractor monthly invoices.

Should the CM Team discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, the CM Team will bring this to the attention of the Contractor and the City. The CM Team will there upon monitor the Contractor's corrective actions and shall advise the City as to the acceptability of the corrective actions.

Asphalt Compaction, Reinforcing Steel Placement and Cast In Place Concrete Inspection

The City will perform the inspection of Asphalt Compaction - The on-site inspector will monitor delivery of hot mix asphalt and verify tickets for compliance with the approved mix design. The hot mix asphalt will be monitored for temperature as delivered and placed. During placement of hot mix asphalt the on-site inspector will perform in-place compaction by use of a nuclear densometer in accordance with AASHTO T355.

Reinforcing Steel Placement/Cast In Place Concrete – The City will perform the inspection of the placement of reinforcing steel for compliance with the project requirements for correct size, grade of steel, location, and clearance to forms and/or earthwork. The on-site inspector will continuously monitor placement of cast-in-place concrete for adherence to the project specifications. Each load, as required, will be checked for proper mix design, water/cement ratio, batch weights, adherence to slump requirements, air content, as well as proper methods of placement and consolidation. Compressive strength samples will be cast on concrete delivered to the project.

Landscape Inspection

Design team members will attend on-site inspections to review specific landscape and site furnishing elements.

Sewer/Water

Leeway will perform two (2) site visits during the course of construction and at key milestones to observe and document the work, monitoring the contractor's compliance and conformance with the contract documents.

Pump Station

Grayling will perform periodic site visits during the courses of the construction and at milestones to observe and document the work, monitoring the contractor's compliance and conformance with the contract documents.

Geotechnical Inspection

NV5 will provide geotechnical construction observation services for utility backfill and building subgrade preparation. We will also review materials and other submittals regarding geotechnical aspects of the project and provide appropriate correspondence as needed.

Services will include the following:

- Observe and evaluate building footing subgrades.
- Perform project management tasks, including review of geotechnical related submittals and RFI's, geotechnical field report review, as well as email and telephone correspondence.
- Prepare field reports summarizing our observations following each site visit; provide copies to members of the design and construction teams as required.
- Prepare one geotechnical summary letter for the project.

Assumptions:

- The City will provide a desk for the Otak inspector to utilize during working hours.
- This task is on-going throughout the duration of the construction contract. One CM Inspector will be assigned to the project for the full duration of the project (23 months). This breakdown of hours includes drive time. Additional hours have been assumed for reporting and monthly estimate reviews. The estimated hours assume eight (8) months of one (1) site visit/week at four (4) hours/visit and fifteen (15) months of two (2) site visits/week at four (4) hours/visit.
- Site Visits:
 - Otak: up to six (6) site visits
 - Mayer Reed: up to four (4) site visits to review:
 - Review layout and installation of stonework,
 - Review irrigation layout prior to backfilling,
 - review planting layout and
 - landscape and signage punch walk
 - Leeway: up to two (2) site visits
 - Grayling: up to eight (8) site visits at the following milestones
 - Setting of the wetwell and valve vault
 - Prior to wet well coating
 - Installation of mechanical equipment in the wetwell, valve vault, and control building
 - Pump station commission and start-up (2 days)
 - Pre-final walkthrough for substantial completion
 - Review of mechanical/HVAC and electrical (1 visit/discipline)
 - DKS: up to one (1) site visits to review lighting
 - NV5 will provide up to 5 part-time site visits to observe and evaluate building foundation subgrades.
- NV5 will not provide observation and testing of asphalt concrete.

Deliverables

- Progress reports from inspector for days inspector is on-site.
- Photographs for each day inspector is onsite.
- Geotechnical summary letter
- Geotechnical field reports from site visits.

Task 8.6: As-built Drawings

Otak CM will collaborate with Contractor to maintain “dirty” set of redline drawings during construction. Upon completion of construction, hand-drawn as-built drawings will be prepared and submitted to the City and EOR to be drafted electronically.

Prepare a Construction Completion Report for the Oregon Department of Environmental Quality that summarizes construction activities including a description of measures employed for the handling and management of contaminated soil and groundwater during construction and a description of final cover at the project.

Assumptions:

- Final electronic As-Builts and Record Drawings will be completed and submitted by the EOR.
- Leeway to review Contractor redlines, provide clarification to redlines, and review draft markups. CAD changes to the sewer/water will be done by others.

Deliverables:

- AutoCAD as-built drawings, mylar as-builts (full size), and PDF formats (pdf).

Task 8.7: Final Completion

The CM Team will facilitate project close-out activities with the Construction Contractor, including:

- Create a punch list of corrective action as the Construction Contractor nears substantial completion.
- Monitor punch list work for completion and compliance.
- Deliver project documentation to City.

Assumptions:

- This task includes three (3) punch list site meetings to review draft and final punch lists with contractor and the City.

Deliverables:

- Draft and final punch lists.
- Construction Completion Report for the Oregon Department of Environmental Quality.
- Pump station O&M manual two (2) hard copies.

S. 1st and Strand Streets - Roadway and Utility Extensions

Fee Estimate
Summary of Otak, Inc. and all Subconsultants
Otak Project # 19823.100

Task	Description	Otak, Inc.	Mayer Reed	Leeway	Grayling	DKS	NV5	Total Hours	Total Budget by Task
8	Construction Management Services								
8.1	Project Management	400						400	\$51,776.00
8.2	Pre-construction Phase Services	38				4		42	\$6,676.00
8.3	Construction Management and Contract Administration	258						258	\$36,092.00
8.4	Construction Engineering (Responding to RFIs, Review Shop Drawings, and Submittals)	276	226	91	216	102	32	943	\$150,295.00
8.5	Construction Inspection	879	20	16	42		51	1008	\$145,855.00
8.6	As-built Drawings	108	71	8	72	33		292	\$39,330.00
8.7	Final Completion	70				18		88	\$13,094.00
	Total Hours	2029	317	115	330	157	83	3031	
	Total Labor Cost	\$286,553.00	\$39,305.00	\$20,352.00	\$57,320.00	\$25,655.00	\$13,933.00		\$443,118.00
	Direct Expenses	\$3,400.00	\$150.00	\$297.00	\$27,434.00	\$336.00	\$3,700.00		\$35,317.00
	Subconsultant Administration	\$7,828.25							\$7,828.25
	Project Total	\$297,781.25	\$39,455.00	\$20,649.00	\$84,754.00	\$25,991.00	\$17,633.00		\$486,263.25

S. 1st and Strand Streets - Roadway and Utility Extensions

Fee Estimate
Otak, Inc.
Otak Project # 19823.100

Task	Description	Construction Manager VI	CM Dox Specialist III	Construction Manager II	Field Rep V	Civil Engineer IX	Civil Engineer IV	Engineering Tech V	Project Manager/De sign	PIC/Sr. PM Civil	Total Hours	Total Budget by Task
8	Construction Management Services											
8.1	Project Management	16	384								400	\$51,776.00
8.2	Pre-construction Phase Services	2	14		12	10					38	\$5,876.00
8.3	Construction Management and Contract Administration	4	110	100	28	12			4		258	\$36,092.00
8.4	Construction Engineering (Responding to RFIs, Review Shop Drawings, and Submittals)					44	132	24	40	36	276	\$44,364.00
8.5	Construction Inspection				855	24					879	\$123,693.00
8.6	As-built Drawings		4		4	12	24	48	16		108	\$14,708.00
8.7	Final Completion	2	12	12	40	4					70	\$10,044.00
	Total Hours	24	524	112	939	106	156	72	60	36	2029	\$286,553.00 \$3,400.00 \$7,828.25 \$297,781.25
	Current Billing Rate	\$212.00	\$126.00	\$145.00	\$139.00	\$202.00	\$133.00	\$120.00	\$142.00	\$260.00		
	Annualized Billing Rate	\$212.00	\$126.00	\$145.00	\$139.00	\$202.00	\$133.00	\$120.00	\$142.00	\$260.00		
	Total Labor Cost	\$5,088.00	\$66,024.00	\$16,240.00	\$130,521.00	\$21,412.00	\$20,748.00	\$8,640.00	\$8,520.00	\$9,360.00		
	Direct Expenses											
	Subconsultant Administration											
	Project Total											

S. 1st and Strand Streets - Roadway and Utility Extensions

Fee Estimate

Mayer Reed

Otak Project # 19823.100

Task	Description	Principal Landscape	Project Manger	Sr. Landscape Architect	Landscape Designer	Principal Vis Comm	Sr. Vis Comm Designer	Vis Comm Designer	Writer	Total Hours	Total Budget by Task
8	Construction Management Services										
8.1	Project Management										
8.2	Pre-construction Phase Services										
8.3	Construction Management and Contract Administration										
8.4	Construction Engineering (Responding to RFIs, Review Shop Drawings, and Submittals)	2	86		30	4	24	50	30	226	\$27,800.00
8.5	Construction Inspection		5	10		5				20	\$3,325.00
8.6	As-built Drawings	1	8	4	40	1	12	5		71	\$8,180.00
8.7	Final Completion										
	Total Hours	3	99	14	70	10	36	55	30	317	
	Billing Rate	\$215.00	\$140.00	\$155.00	\$90.00	\$215.00	\$155.00	\$110.00	\$85.00		
	Total Labor Cost	\$645.00	\$13,860.00	\$2,170.00	\$6,300.00	\$2,150.00	\$5,580.00	\$6,050.00	\$2,550.00		\$39,305.00
	Direct Expenses										\$150.00
	Project Total										\$39,455.00

S. 1st and Strand Streets - Roadway and Utility Extensions

Fee Estimate

Leeway Engineering

Otak Project # 19823.100

Task	Description	Principal Engineer	Project Engineer	Staff Engineer	Total Hours	Total Budget by Task
8	Construction Management Services					
8.1	Project Management					
8.2	Pre-construction Phase Services					
8.3	Construction Management and Contract Administration					
8.4	Construction Engineering (Responding to RFIs, Review Shop Drawings, and Submittals)	25	56	10	91	\$16,278.00
8.5	Construction Inspection		16		16	\$2,608.00
8.6	As-built Drawings	2	6		8	\$1,466.00
8.7	Final Completion					
	Total Hours	27	78	10	115	
	Billing Rate	\$244.00	\$163.00	\$105.00		
	Total Labor Cost	\$6,588.00	\$12,714.00	\$1,050.00		\$20,352.00
	Direct Expenses					\$297.00
	Project Total					\$20,649.00

S. 1st and Strand Streets - Roadway and Utility Extensions

Fee Estimate
Grayling
Otak Project # 19823.100

Task	Description	Senior Engineer	CM/PM	Design Engineer III	Design Engineer I	Total Hours	Total Budget by Task
8	Construction Management Services						
8.1	Project Management						
8.2	Pre-construction Phase Services						
8.3	Construction Management and Contract Administration						
8.4	Construction Engineering (Responding to RFIs, Review Shop Drawings, and Submittals)	80	16	60	60	216	\$37,496.00
8.5	Construction Inspection	42				42	\$9,408.00
8.6	As-built Drawings	8	8	16	40	72	\$10,416.00
8.7	Final Completion						
	Total Hours	130	24	76	100	330	
	Billing Rate	\$224.00	\$166.00	\$166.00	\$116.00		
	Total Labor Cost	\$29,120.00	\$3,984.00	\$12,616.00	\$11,600.00		\$57,320.00
	Direct Expenses						\$27,434.00
	Project Total						\$84,754.00

S. 1st and Strand Streets - Roadway and Utility Extensions

Fee Estimate
DKS Associates
Otak Project # 19823.100

Task	Description	Principal (Grade 43)	QAQC Engineer (Grade 37)	Project Manager (Grade 34)	Project Engineer (Grade 24)	Cadd Tech (Grade 12)	Admin (Tech V)	Total Hours	Total Budget by Task
8	Construction Management Services								
8.1	Project Management								
8.2	Pre-construction Phase Services			4				4	\$800.00
8.3	Construction Management and Contract Administration								
8.4	Construction Engineering (Responding to RFIs, Review Shop Drawings, and Submittals)	1	4	38	41	10	8	102	\$17,245.00
8.5	Construction Inspection								
8.6	As-built Drawings			1	8	24		33	\$4,560.00
8.7	Final Completion			8	8		2	18	\$3,050.00
	Total Hours	1	4	51	57	34	10	157	
	Billing Rate	\$250.00	\$225.00	\$200.00	\$155.00	\$130.00	\$105.00		
	Total Labor Cost	\$250.00	\$900.00	\$10,200.00	\$8,835.00	\$4,420.00	\$1,050.00		\$25,655.00
	Direct Expenses								\$336.00
	Project Total								\$25,991.00

S. 1st and Strand Streets - Roadway and Utility Extensions

Fee Estimate
NV5
Otak Project # 19823.100

Task	Description	Principal	Senior Project Manager	Staff I	Senior Tech Editor	Support Staff	Total Hours	Total Budget by Task
8	Construction Management Services							
8.1	Project Management							
8.2	Pre-construction Phase Services							
8.3	Construction Management and Contract Administration							
8.4	Construction Engineering (Responding to RFIs, Review Shop Drawings, and Submittals)	24	8				32	\$7,112.00
8.5	Construction Inspection	2	16	24	1	8	51	\$6,821.00
8.6	As-built Drawings							
8.7	Final Completion							
	Total Hours	26	24	24	1	8	83	
	Billing Rate	\$235.00	\$184.00	\$111.00	\$95.00	\$81.00		
	Total Labor Cost	\$6,110.00	\$4,416.00	\$2,664.00	\$95.00	\$648.00		\$13,933.00
	Direct Expenses							\$3,700.00
	Project Total							\$17,633.00



CITY OF ST. HELENS PLANNING DEPARTMENT

M E M O R A N D U M

TO: City Council
 FROM: Jacob A. Graichen, AICP, City Planner
 RE: Findings and Conditions (Final Order) for the Comstock Subdivision
 Appeal AP.1.22 (SUB.2.22)
 DATE: October 12, 2022

Attached (last attachment) to this memo is the draft final order for this matter based on the decision of the Council at your September 21, 2022 deliberations.

The conditions are per the Council's approved motion, except for #16. Since then, the applicant and their legal counsel met with city staff and the city's legal counsel specifically about the indemnification of sanitary surcharge condition. This is the last condition—#16—of the final order prepared for signature.

The original condition from the September 21, 2022 decision reads:

The owner, developer, and the subsequent buyers will indemnify the City from any costs, fines, or penalties arising from, or associated with overflow or discharge from the sanitary sewer system until the system is upgraded as contemplated in the Plan.

The applicant's legal counsel expressed concern about this, and the city and applicant agreed to meet to discuss this condition.

The applicant provided a proposed revision to this condition—see Oct. 7, 2022 email + attachment. Parties discussed the matter the same day. Generally, all parties seemed to agree except some remaining question about the duration of indemnity (i.e., 3 years or more). The outcome of the Oct. 7, 2022 meeting is summarized in an email I sent the same day + attachment, which includes the proposed revised language.

On October 11, 2022 the applicant's legal counsel noted via email that the applicant is not willing to agree to any condition imposing an indemnification obligation and intends to appeal any decision including such.

This will be a matter of discussion and this memo is prepared for your consideration.

The draft final order includes the condition as modified based on the Oct. 7, 2022 discussion with the applicant.

If the Council would like to omit this condition or make other changes, that can still be done.

Attachments: 1. October 7, 2022 email from D.J. Petersen
 2. Attachment of October 7, 2022 email from D.J. Petersen
 3. October 7, 2022 email from City Planner
 4. Attachment of October 7, 2022 email from City Planner
 5. October 11, 2022 email from D.J. Petersen
 6. **Draft Findings and Conclusion**

From: [David Petersen](#)
To: [Jacob Graichen](#); "[Edward H. Trompke](#)"
Cc: [Clark Vorm \(clark@noyesdevelopment.com\)](#); [KSandblast@westlakeconsultants.com](#); [Mick Harris](#)
Subject: [External] proposed revisions to sewer indemnity condition.DOCX [IWOV-PDX.FID1340364]
Date: Friday, October 7, 2022 10:27:17 AM
Attachments: [proposed revisions to sewer indemnity condition.DOCX](#)

For discussion at our virtual meeting at 1:30, attached please find the applicant's proposal to revise the indemnity condition.

David J. Petersen | Tonkon Torp LLP (he/him)
Partner / Chair, Real Estate & Land Use Practice Group
888 SW Fifth Ave., Suite 1600
Portland OR 97204
503.802.2054 Tu, W and Th | 503.975.7697 M and F
david.petersen@tonkon.com | [website](#) | [bio](#)

This message may contain confidential and privileged communications and privileged information. If you received this message in error, please delete it and notify me promptly.

Tonkon Torp's COVID19 Resources. We are closely monitoring the ever-changing situation. Please [check our website](#) for COVID updates, changes in the law, and tips for our clients and community.

City original:

The owner, developer, and the subsequent buyers will indemnify the City from any costs, fines, or penalties arising from, or associated with overflow or discharge from the sanitary sewer system until the system is upgraded as contemplated in the Plan.

Applicant proposal:

Prior to the first transfer of any lot within the subdivision, the developer shall record a covenant against the property in the subdivision for the benefit of the City, by which the developer and the owners' association for the subdivision shall indemnify the City from any costs, fines or penalties arising from or associated with surcharges from the existing City sanitary sewer in Sykes Road between Matzen Street and Westshire Lane occurring after final occupancy of the first home in the subdivision, except to the extent such surcharges are caused by acts or omissions of the City or its agents or employees. This condition and the recorded covenant shall automatically expire upon the earlier of (1) completion of construction of a 15-inch pipeline in Sykes Road between Matzen Street and Westshire Lane with a 12-inch connection to the Westshire Lane pipeline; or (2) three years after the date that this order becomes final.

007252\00045\14055131v1

Jacob Graichen

From: Jacob Graichen
Sent: Friday, October 7, 2022 3:26 PM
To: David Petersen; 'Edward H. Trompke'
Cc: Clark Vorm (clark@noyesdevelopment.com); KSandblast@westlakeconsultants.com; Mick Harris
Subject: RE: [External] proposed revisions to sewer indemnity condition.DOCX [IWOV-PDX.FID1340364]
Attachments: proposed revisions to sewer indemnity condition - city tracked changes 10072022.docx

David,

Please see attached.

Using the track changes tool in WORD this reflects the amendments that were tentatively ok with all parties based on the discussion earlier today.

After speaking to Engineering, they are ok just focusing on the Sykes line, so no changes there. I forget to talk about the improvements being recommendations in the plan and potentially subject to change based on final construction plans, so you will see added language that captures that. I suspect no controversy there.

And the four year term (instead of three) that Clark was maybe tentatively ok with.

Please let me know if you have any questions.

Jacob A. Graichen, AICP, City Planner

City of St. Helens

jgraichen@sthelensoregon.gov

(503) 397-6272

From: David Petersen <david.petersen@tonkon.com>
Sent: Friday, October 7, 2022 10:21 AM
To: Jacob Graichen <jgraichen@sthelensoregon.gov>; 'Edward H. Trompke' <Ed.Trompke@jordanramis.com>
Cc: Clark Vorm (clark@noyesdevelopment.com) <clark@noyesdevelopment.com>; KSandblast@westlakeconsultants.com; Mick Harris <mick.harris@tonkon.com>
Subject: [External] proposed revisions to sewer indemnity condition.DOCX [IWOV-PDX.FID1340364]

For discussion at our virtual meeting at 1:30, attached please find the applicant's proposal to revise the indemnity condition.

David J. Petersen | Tonkon Torp LLP (he/him)
 Partner / Chair, Real Estate & Land Use Practice Group
 888 SW Fifth Ave., Suite 1600
 Portland OR 97204
 503.802.2054 Tu, W and Th | 503.975.7697 M and F
david.petersen@tonkon.com | [website](#) | [bio](#)

This message may contain confidential and privileged communications and privileged information. If you received this message in error, please delete it and notify me promptly.

City original:

The owner, developer, and the subsequent buyers will indemnify the City from any costs, fines, or penalties arising from, or associated with overflow or discharge from the sanitary sewer system until the system is upgraded as contemplated in the Plan.

Applicant proposal:

Prior to ~~the first transfer of any lot within the subdivision~~ or in conjunction with the recordation of the final plat, the developer shall record a covenant, subject to City review and approval, against the property in the subdivision for the benefit of the City, by which the developer and the homeowners' association for the subdivision shall indemnify the City from any costs, fines or penalties arising from or associated with surcharges from the existing City sanitary sewer in Sykes Road between Matzen Street and Westshire Lane occurring after final occupancy of the first home in the subdivision, except to the extent such surcharges are caused by acts or omissions of the City or its agents or employees. This condition and the recorded covenant shall automatically expire upon the earlier of (1) completion of construction of a 15-inch pipeline in Sykes Road between Matzen Street and Westshire Lane with a 12-inch connection to the Westshire Lane pipeline as recommended by the 2021 Wastewater Master Plan, the exact specifications subject to final design; or (2) ~~three~~ four years after the date that this order becomes final.

007252\00045\14055131v1

Jacob Graichen

From: David Petersen <david.petersen@tonkon.com>
Sent: Tuesday, October 11, 2022 11:35 AM
To: Jacob Graichen; 'Edward H. Trompke'
Cc: Mick Harris; Clark Vorm (clark@noyesdevelopment.com); KSandblast@westlakeconsultants.com
Subject: RE: [External] proposed revisions to sewer indemnity condition.DOCX [IWOV-PDX.FID1340364]

Jacob and Ed,

After further consideration, the applicant is not willing to agree to any condition imposing an indemnity obligation. It would agree to release the city from liability for surcharges in the Comstock subdivision until the upgrades to the Sykes trunkline are complete, but I understand from Ed that is a non-starter for the city.

Since the record was already closed at the time the condition was proposed, the applicant did not have an opportunity to formally object. Accordingly, please notify the city council that the applicant does object to an indemnification condition, whether as written or modified, and that it intends to appeal to LUBA any decision that includes an indemnification condition.

I will be in touch with Ed to discuss further, but I wanted to get you this information now in time for Jacob's staff report due tomorrow.

Thank you,

David J. Petersen | Tonkon Torp LLP (he/him)
 Partner / Chair, Real Estate & Land Use Practice Group
 888 SW Fifth Ave., Suite 1600
 Portland OR 97204
 503.802.2054 Tu, W and Th | 503.975.7697 M and F
david.petersen@tonkon.com | [website](#) | [bio](#)

This message may contain confidential and privileged communications and privileged information. If you received this message in error, please delete it and notify me promptly.

Tonkon Torp's COVID19 Resources. We are closely monitoring the ever-changing situation. Please [check our website](#) for COVID updates, changes in the law, and tips for our clients and community.

From: Jacob Graichen <jgraichen@sthelensoregon.gov>
Sent: Friday, October 7, 2022 3:26 PM
To: David Petersen <david.petersen@tonkon.com>; 'Edward H. Trompke' <Ed.Trompke@jordanramis.com>
Cc: Clark Vorm (clark@noyesdevelopment.com) <clark@noyesdevelopment.com>; KSandblast@westlakeconsultants.com; Mick Harris <mick.harris@tonkon.com>
Subject: RE: [External] proposed revisions to sewer indemnity condition.DOCX [IWOV-PDX.FID1340364]

David,

CITY OF ST. HELENS PLANNING DEPARTMENT FINDINGS OF FACT AND CONCLUSIONS OF LAW

Appeal, **AP.1.22**, of
Subdivision Preliminary Plat, **SUB.2.22**

APPLICANT: Ken Sandblast, Westlake Consultants, Inc.

OWNER: Chieko Comstock

ZONING: Moderate Residential, R7

LOCATION: 4N1W-6D-604 and 4N1W-6AD-2600

PROPOSAL: 46 lot Planned Development Subdivision Preliminary Plat

SITE INFORMATION / BACKGROUND

The subject property is approximately 12 acres in size and is undeveloped. The property is roughly rhomboidal in shape and generally descends in elevation from where it abuts Pittsburg Road to its southern boundary that abuts a row of lots that abut Sykes Road. The property itself does not abut Sykes Road. There are two wetland areas that divide the property into three segments. Some roads stub to the property along the long sides of the rhombus such as Westboro Way on the west side and Edna Barr Lane on the east side. Also, Meadowview Drive on the NW side and Barr Avenue on the SE side abut the property along the sides of those streets.

This property was annexed recently (file Annexation A.5.21) via Ordinance No. 3281 adopted by the City of St. Helens in March of this year.

Associated file: Planned Development (overlay zone), PD.1.22.

PUBLIC HEARING & NOTICE

Public hearing before the City Council: August 17, 2022. Deliberations were continued to September 21, 2022.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property(ies) on May 20, 2022 via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

Notice was published on August 3, 2022 in The Chronicle newspaper.

Wetland Land Use Notification was provided to Oregon DSL on May 17, 2022 pursuant to ORS 227.350 as part of the Subdivision Preliminary Plat, **SUB.2.22**, prior to this appeal.

APPLICATION COMPLETENESS

This application (**SUB.2.22**) was originally received on April 11, 2022. Staff identified missing information or other aspects that rendered the application incomplete and notified the applicant of the issue pursuant to SHMC 17.24.050 on April 29, 2022. The applicant provided revised or new information on May 9, 2022. Following this, the applicant submitted a phasing plan not originally proposed on May 20, 2022 (acknowledged via email on the same day), which substantially altered the application; this is when the original application as reviewed by the Commission was determined to be complete. Based on this, the 120-day rule (ORS 227.178) for final action for this land use decision was originally September 17, 2022.

Based on a discussion at the August 17, 2022 public hearing before the City Council for this appeal, the applicant provided a written extension to October 5, 2022. Based on a discussion on September 22, 2022, following deliberations continued from August 17, 2022, the applicant provided a written extension to October 19, 2022.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

The first step to a Planned Development proposal is to adopt a Planned Development overlay zone. This overlay zone is necessary to use the flexibility of Chapter 17.148 SHMC. **Such an overlay zone is proposed via file PD.2.22.** Though a separate matter, this Subdivision Preliminary Plat approval shall be contingent on successful adoption of a Planned Development overlay since it would not be possible without it.

The Planned Development overlay zone allows flexibility to the provisions of the base zoning district. The site is zoned R7 and this zone will be the focus in considering zoning flexibility per **SHMC 17.148.080 as follows:**

- (1) The provisions of the base zone are applicable as follows:
 - (a) Lot Dimensional Standards. The minimum lot size, lot depth and lot width standards shall not apply except as related to the density computation under Chapter 17.56 SHMC;
 - (b) Site Coverage. The site coverage provisions of the base zone shall apply;
 - (c) Building Height. The building height provisions shall not apply except within 100 feet of an “established area”; and
 - (d) Structure Setback Provisions.
 - (i) Front yard and rear yard setbacks for structures on the perimeter of the project shall be the same as that required by the base zone unless otherwise provided by Chapter 17.96 SHMC;
 - (ii) The side yard setback provisions shall not apply except that all detached structures shall meet the applicable building code (as administered by the building official) requirements for fire walls; and
 - (iii) Front yard and rear yard setback requirements in the base zone setback shall not apply to structures on the interior of the project except that:
 - (A) A minimum front yard setback of 20 feet is required for any garage structure which opens facing a street;
 - (B) A minimum front yard setback of eight feet is required for any garage opening for an attached single-family dwelling facing a private street as long as the required off-street parking spaces are provided.
- (2) All other provisions of the base zone shall apply except as modified by this chapter.

Finding(s): The applicant proposed some desired standards as allowed per the provisions above, though some of those were changed by Ordinance No. 3286, which adopted the Planned Development overlay zone for the subject property. This is summarized below.

Note that per (1)(b) above, the site coverage rules cannot be changed.

Also note that building height can be flexible, but not within 100' of an "established area" per Chapter 17.112. Per SHMC 17.112.020:

- (1) Established Area.
 - (a) An "established area" is an area where the land is not classified as buildable land under OAR 660-08-0005;
 - (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
 - (c) An area shown on a zone map or overlay map as an established area.
- (2) Developing Area. A "developing area" is an area which is included in the city's buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

OAR 660-008-0005 classifies *buildable land* as:

Residentially designated land within the urban growth boundary, including both vacant and developed land likely to be redeveloped, that is suitable, available and necessary for residential uses. Publicly owned land is generally not considered available for residential uses. Land is generally considered "suitable and available" unless it:

- (a) Is severely constrained by natural hazards as determined under Statewide Planning Goal 7;
- (b) Is subject to natural resource protection measures determined under Statewide Planning Goals 5, 6, 15, 16, 17 or 18;
- (c) Has slopes of 25 percent or greater;
- (d) Is within the 100-year flood plain; or
- (e) Cannot be provided with public facilities.

Generally, surrounding lands can be considered buildable. There is no severe constraints, there are some Goal 5 lands but not enough to prevent development, predominant slopes are less than 25%, there is no 100-year floodplain and public facilities can be or are anticipated to be available within a 20 year planning period. But, since the applicant proposes the standard building height, this issue is moot.

Moreover, "interior yards" (i.e., distance between buildings) as established via Ordinance No. 3264 in 2021 are not included in the provisions that may be flexed and thus apply per (2). Applicant proposed a change, by accident, which was verified by staff.

Applicant proposes a 15-foot building and 12-foot porch front yard. SHMC 17.64.050(4) allows a porch to extend into a front yard as much as four feet. Thus, applicants' three-foot proposal is more restrictive. Staff assumed this was based on the applicant being unaware of this provision, and this was verified by staff.

Ordinance No. 3286 also requires that the minimum lot size and minimum side yard (setback) of the zoning district shall apply.

A summary of the standards proposed for this development per the applicant's proposal and based on staff's observations and assumptions as noted above, is attached as **Exhibit A**.

ORS 94.550 to 94.783 (2019) address Planned Communities, which are defined as:

ORS 94.550(20)(a) "Planned community" means any subdivision under ORS 92.010 to 92.192 that results in a pattern of ownership of real property and all the buildings, improvements and rights located on or belonging to the real property, in which the owners collectively are responsible for the maintenance, operation, insurance or other expenses relating to any property within the planned community, including common property, if any, or for the exterior maintenance of any property that is individually owned.

ORS record of declaration requirements:

ORS 94.565(2) A person may not convey any lot or unit in a planned community until the planned community is created by the recording of the declaration for the planned community with the county recording officer of each county in which the planned community is located.

The declaration is the instrument per ORS 94.580 that establishes a planned community. This includes formation of a homeowners association, bylaws and such.

ORS 94.625(1) and (2) requires that a homeowners association be formed as a nonprofit corporation, and adopt and record bylaws either (1) not later than when the first lot is conveyed or (2) if the plat contains a conveyance of any property to the association, before the plat is recorded. This is important since tracts of the subdivision will be conveyed to the homeowners association.

ORS 94.665(1) says that a homeowners association may sell, transfer, convey or subject to security interest any portion of the common property given certain affirmative votes, except as otherwise provided in the declaration. The exception is important given common ownership of wetlands. The declaration will need to include a provision that any sale, transfer, etc. also requires city approval.

* * * * *

Subdivision Standards

SHMC 17.136.040(1)

(1) The preliminary plat approval by the planning commission or final approving authority shall lapse if:

(a) A final plat (first phase in an approved phased development) has not been submitted within a one-year period; or

(b) The final plat does not conform to the preliminary plat as approved or approved with conditions.

Discussion: This is not a standalone subdivision request. Four phases are proposed.

Note that Planned Developments may have an initial validity period of 1.5 years, which may be applied.

Finding: This Subdivision preliminary plat approval shall be effective for a period of eighteen (18) months from the date of approval per this section. Time extensions are possible per SHMC 17.136.040.

* * *

SHMC 17.136.050 (1) and (2) Phased development.

(1) The planning commission may approve a time schedule for developing a subdivision in phases, but in no case shall the actual construction time period for any phase be greater than two years (unless an extension is granted) without reapplying for a preliminary plat, nor the cumulative time exceed six years (regardless of extensions) without applying for a new preliminary plat.

(2) The criteria for approving a phased site development review proposal are:

(a) The public facilities shall be scheduled to be constructed in conjunction with or prior to each phase to ensure provision of public facilities prior to building occupancy;

(b) The development and occupancy of any phase shall not be dependent on the use of temporary public facilities;

(i) For purposes of this subsection, a temporary public facility is an interim facility not constructed to the applicable city or district standard;

(c) The phased development shall not result in requiring the city or other property owners to construct public facilities that were required as a part of the approval of the preliminary plat; and

(d) Public facilities approved as conditions of approval must be bonded.

Discussion: Four phases are proposed as follows:

Phase 1: Lots accessed via Barr Avenue

Phase 2: Lots accessed via Westboro Way

Phase 3: Lots accessed via Edna Barr Lane all south of the Willie Lane

Phase 4: Remaining lots on the north side of the site

Note that Planned Developments may have a total time period of all phases up to seven years, which may be applied.

Finding: The Council approved the phasing scheme by approving this subdivision.

At the original hearing with the Planning Commission, the applicant confirmed that the southerly wetland tract should be a part of Phase 1 as access to it is provided via that phase, and the wetland tract adjacent to Westboro Way should be a part of Phase 2, as the extension of Westboro will provide access to that and ties in with the proposed trail.

Also, at the Commission's hearing staff observed and the applicant acknowledged that Lot 40 (now Lot 30 per the revised plat submitted in August) and/or the Willie Lane extension need to be reconfigured as the current phase layout isolates Lot 30 in Phase 3 from Willie Lane of Phase 4.

The conditions of said sections (1) and (2) shall apply.

* * *

SHMC 17.136.060(1) – Approval standards – Preliminary plat.

(1) The planning commission may approve, approve with conditions or deny a preliminary plat based on the following approval criteria:

(a) The proposed preliminary plat complies with the city's comprehensive plan, the applicable sections of this code and other applicable ordinances and regulations;

(b) The proposed plat name is not duplicative or otherwise satisfies the provisions of ORS Chapter 92[.090(1)];

(c) The streets and roads are laid out so as to conform to the plats of subdivisions and maps of partitions already approved for adjoining property as to width, general direction and in all other respects unless the city determines it is in the public interest to modify the street or road pattern; and

(d) An explanation has been provided for all common improvements.

(a) This criterion asks if the proposed preliminary plat complies with the city's comprehensive plan, the applicable sections of this code and other applicable ordinances and regulations. The City's development code (SHMC Title 17) implements the Comprehensive Plan. The Development Code standards are addressed herein.

There are no known conflicts with the Comprehensive Plan. This includes addendums to the Comprehensive Plan: Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244).

There is an identified routes in the city's Parks and Trails Master Plan that traverses through the subject property: trail #9. This is discussed further below.

Applicable provisions of the Development Code are addressed per Chapter as follows:

- **17.32 – Zones and Uses** → The subject property is zoned Moderate Residential, R7.

As a Planned Development, different standards as allowed by the city's Planned Development provisions are possible—see **Exhibit A**, as attached.

The revised preliminary plat submitted in August 2022 appears to comply with the proposed standards, but this will be additionally reviewed with plans submitted following this preliminary plat approval.

There are no existing dwellings or other buildings to determine compliance with proposed property lines

Flag lots are not allowed in the R7 zoning district. Other zoning districts where flag lots are allowed, identify flag lots as possible. For example, see SHMC 17.32.070(5)(d), 17.32.080(5)(d) and 17.140.055(2). Planned Development overlay zone does not exempt this allowance. No flags lots are proposed. Though Lot 46 looks like a flag lot, its lot width at the street—30 feet—meets the minimum proposed PD standard.

- **17.40 – Wetlands & Riparian Areas** → There are two significant wetlands within the boundaries of the subject properties:

Wetland MC-1, a type I wetland with a required 75' upland protection zone.

Wetland MC-2, a type II wetland with a required 50' upland protection zone.

Both of these wetlands are inventoried as riparian corridor too, but R-MC-18 is not significant per this Chapter and does not result in any additional requirements.

An environmental assessment has been conducted (DSL WD # 2021-0642) identifying the specific location of these significant wetlands. This is required for land divisions such as this.

All proposed lots, roads and stormwater facilities are located outside of wetlands MC-1 and MC-2 and their upland protection zones.

A trail is proposed along the south side of the 75' upland protection zone on the south side of the wetland/stream of MC-1. This is acceptable provided impacts are minimal. Trail specifications will be necessary to evaluate this. Sensitive Lands Permit may be required based on anticipated impacts of the trail.

Moreover, the easterly extension of Westboro Way improvements are proposed to abut the MC-1 75' upland protection zone in the same area. This immediate adjacency begets necessary identification to prevent impact during construction. Sheet P202 shows protection fencing behind the outer edge of the protection zone, which by itself, would be insufficient.

Subdivision infrastructure will be within proximity of these sensitive lands as will development of any lot adjacent to them. Methods of how sensitive lands/upland protection zones will be identified and protected during development of the subdivision and development of its lots will be necessary. Any impacts, including temporary may require a Sensitive Lands Permit

Density transfer is allowed as part of a Planned Development with a Development Agreement. A Development Agreement application has not been submitted. However, the applicant proposes density transfer, but as allowed by Chapter 17.56 SHMC, not this chapter.

The wetlands and their protection zones are required to be preservation tracts to be managed by a homeowner association or other entity responsible for preservation.

- **17.44 – Sensitive Lands** → This chapter addresses various types of sensitive lands, including steep slopes 25% or greater.

The applicant proposes creating steep slopes along the lots that abut Pittsburg Road. There is a 20 minimum yard that cannot be reduced by the Planned Development aspect of this proposal along Pittsburg that will contain much of the proposed steep slope area, but not necessarily all of the steep slope.

There is potential for someone to want to build within the steep slope. If such is proposed, a Sensitive Lands Permit per this chapter will be required.

- **17.56 – Density Computations** → The applicant provided a summary of the density calculations as revised and received on July 1, 2022 justifying the originally proposed 46 lots. A revised plat was submitted in August 2022 which reduced the number of lots to 34.
- **17.72 – Landscaping and Screening** → Street trees are required per this Chapter because the site fronts a street for more than 100 feet.

All abutting and stubbed streets to be extended within the subject property are classified as local per the City's Transportation Systems Plan, except Pittsburg Road, which is classified as a minor arterial.

For the local streets, street trees will be planted behind the sidewalk in the right-of-way or landscape/public utility easement, per this Chapter. These trees will be planted as each lot is developed, as a condition of building permits. Exceptions to this are within the BPA easement, where no trees are required (BPA doesn't want trees) and along a wetland protection zone or along storm water tracts. These "natural areas" will provide "green-scape" there.

For Pittsburg Road, which requires a landscape strip with street trees as part of the public street frontage improvements (curb, gutter, landscape strip, and sidewalk), street trees will need to be installed as part of the frontage improvements required for the subdivision (as opposed to development of the subdivision's lots). As Pittsburg Road has overhead utilities, tree species shall be "small" per this Chapter.

- **17.84 – Access, Egress & Circulation** → Pittsburg Road is a minor arterial street per the city's Transportation Systems Plan. All other adjacent streets are classified as local.

The development code does not favor access from minor arterial streets. No direct access using Pittsburg Road is proposed. Direct access shall not be allowed.

Access from Barr Avenue was approved prior to this Subdivision application (see dedication deed recorded as instrument no. 2022-3799 and public utility easement recorded as instrument no. 2022-3800). All other streets are stubbed to the site and will be extended within, except for the proposed Comstock Way off of Meadow View Drive, which will provide access to Pittsburg Road. A minimum 150' separation

(measured from centerline) is required; the distance between Pittsburg Road and Comstock Way (off Meadow View Drive) exceeds 150 feet.

Some private streets (shared accesses) are proposed, and this Chapter provides some guidance for those.

Lots 1, 2, and 34 (three total based on the revised preliminary plat submitted in August 2022) are proposed to share an access. A 30' wide easement is proposed, which is suitable for 3-6 lots. Minimum pavement width required is 20 feet.

Note that because Pittsburg Road is a minor arterial street. Lots 1 and 3 cannot have direct access onto it.

20' roadway is the minimum width needed for traffic circulation. No parking signage is necessary.

No private drive exceeds 150 feet, which would require a turnaround suitable for emergency vehicles (fire department standard).

Easements for access to lots are possible per this Chapter 17.152. Easements need to be shown properly on all plans. These will require a maintenance agreement between all lots that utilize such access, to be recorded with the final plat. These are not to be public streets subject to city maintenance and such. Physical improvements shall be included on construction plans. Will need to include utility easements to serve the lots served by access. They will be too narrow for on-street parking.

- **17.132 – Tree Removal** → A tree plan is a required for a property with more than 10 trees or any tree over 2 feet diameter at breast height (DBH). This chapter focuses on trees over 12 inches DBH.

There are about 51 trees pertaining to this chapter. 20 of those are proposed to be removed. As this is less than 50% of these trees, replacement is required as a 1:1 ratio.

Street trees will be required and there are anticipated to be more than 20 street trees within the site upon full buildout, which will satisfy the replacement requirement.

Tree plan includes protection of existing trees as required. This, as revised, will need to be a part of subsequent development permits.

- **17.152 – Street & Utility Improvement Standards** → Development is required to have frontage along a public street improved to city standards. Streets are proposed to be dedicated and improved both adjacent to and within the subject property.

Pittsburg Road will require approximately 10' of right-of-way dedication (30' from centerline) to meet the 60' ROW width for Minor Arterial classified streets.

Other streets that abut the subject property along their sides (i.e., Meadow View Drive and Barr Avenue) are already at the 50' minimum width for local classified streets.

An access easements (private shared drive/street) is proposed for some lots, which the code allows if it's the only reasonable method to create lots large enough to be developed. These must be approved by the Council; they are described in greater detail under Chapter 17.84 SHMC above. The Council approved these when the preliminary plat was approved.

The applicant is acknowledging all streets stubbed to the property and extending them within. This includes continuation of the right-of-way recently dedicated for access to Barr Avenue (see dedication deed recorded as instrument no. 2022-3799 and public utility easement recorded as instrument no. 2022-3800), Westboro Way, Edna Barr Lane and Willie Lane.

Willie Lane differs from the others since it does not stub to the subject property, rather, the stub is about 260' to the east, with an easement in between—instrument no. 01-10543 as depicted on P.P. No. 2003-100. The purpose of this easement is to preserve right-of-way for Willie Street to eventually be extended westward. The Willie Lane portion of the development will be the only street stub that does not abut a fully improved stub on the other side of the property line.

The Westboro Way extension will have the additional review and agreements required by the Bonneville Power Administration. Road, utility and other construction within the BPA easement will require review and approval from the BPA.

Any county road will require coordination with Columbia County. See Columbia County Public Works comments herein.

Generally, the street layout proposed is logical utilizing existing surrounding streets and avoiding wetland/upland protection zone impacts. Intersection angles are at right angles more-or-less as required.

Cul-de-sac. Cul-de-sacs are allowed only when there are justifiable constraints. Cul-de-sacs shall be no more than 400' long and not provide access to more than 20 dwelling units per normal standards.

Two cul-de-sacs are proposed, each is logical due to surrounding development and wetlands.

The first is the extension of Westboro Way. Currently, the leg of this street from the centerline of Mountain View Drive to the east stub to the subject property is 175' long and provides access to 5 lots (east of the Mountain View Drive C/L). The

proposal extends the leg 200' ending in a conventional circular cul-de-sac; it will still be less than 400' total. An additional 5 lots will be added (per the revised plat submitted in August 2022), remaining under the 20 total.

Being longer than 150' the cul-de-sac needs to terminate with a turnaround area meeting fire code standards (which exceeds the city's normal cul-de-sac end standards). Plans show a 96-diameter cul-de-sac end, exclusive of sidewalks, which meets the minimum per the fire code.

The second proposed cul-de-sac is the southerly access off Barr Avenue. This is proposed to be approximately 300' long, providing access to 6 lots (per the revised plat submitted in August 2022) and terminating in a modified hammerhead, which appears to exceed fire code, except a 28' corner radius is required; 26 radii are proposed at the hammerhead. Note that the longer of the hammerhead sides is at 150 feet. Any longer would require another turn-around!

This southerly cul-de-sac is proposed to be a skinny street. Local "skinny" streets are possible with only a 40' wide right-of-way provided they will provide access to land whose combined average daily trip rate (ADT) is 200 ADT or less (in this case 20 lots). Only 6 lots (per the revised plat submitted in August 2022) are proposed for access. Roadway must be 28' wide, which will permit parking on one side of the street. Roadway section on the plans show this. No parking signage, etc. will be necessary.

Street names. All new street names are subject to approval by Columbia 9-1-1 Communications District. There are a couple new street names that will need to be reviewed. These should be approved prior to construction plans to ensure street name consistency throughout the post preliminary plat approval review processes.

Street grade and curves. Street grades for new streets appear less than 12%, which is the basic maximum standard for local streets. The greatest road grades are around 6.5%. The centerline radii of proposed curves is not less than 100' (except at intersections), which is the normal minimum requirement.

Access to Arterials/Collectors. Pittsburg abutting the north side of the subject property is a Minor Arterial Street. Separate access is required (no direct access for lots) and will be provided via Meadowview Drive and the rest of the proposed street network. SHMC 17.152.030(16) calls for buffering or screening for the lots with frontage along Pittsburg Road. A plan to address this for these lots shall be approved prior to the final plat, to be implemented no later than prior to occupancy of any permitted principle building on each lot.

Mailboxes. Joint mailbox facility shall be included on engineering/construction plans per city standards and the USPS. Subject to city and Postmaster approval.

Street signage. Signs for street names, traffic control and such are the financial responsibility of the developer.

Street lights. Are required at least at each intersection and as otherwise required by City Engineering.

Blocks. This proposal will nearly create the one possible block with Edna Barr Lane on the south side and Willie Lane on the north side. It will approximate the normal 1,800-foot maximum perimeter.

Easements. Minimum 8' wide public utility easements will be required along the street frontage of all lots unless a greater width is determined necessary by City Engineering. Moreover, other utility easements necessary, as identified on approved engineering/construction plans shall be included on the final plat. Approved engineering/construction plans will be required before submission of the final plat.

Easements specific to city utilities (e.g., sanitary sewer) are proposed. These are typically 15' wide on the center of the utility line, unless the utility is really deep or there is another unusual circumstance.

Sidewalks/street frontage improvements. All abutting streets and those within, except Pittsburg Road, are local classified streets and will require curb-tight sidewalks. Because, Pittsburg Road is a minor arterial, a planter strip between the curb and sidewalk will be required.

City Utilities. Water, sanitary sewer, and storm water system plans will be required in accordance with city requirements.

Water is available in multiple locations and is available along all abutting rights-of-way. City Engineering comments on water in their June 22, 2022 Engineering Staff report.

Sanitary sewer. The city adopted a new **Wastewater Master Plan (WWMP)** in November 2021 that identifies multiple undersized trunk lines already operating at or above capacity that this development would depend on. This includes multiple manholes with the potential to overflow. Generally, the problem is undersized trunk lines.

Sewer pipes are considered "at capacity" when peak flows exceed 85% of the full depth of the pipe in accordance with industry standards. This depth is based on the maximum depth of flow ratio (d/D), where "d" is the depth of flow and "D" is the pipe diameter. The WWMP includes an exhibit that shows that the major portion of the sewer trunklines which would potentially serve the subject property are currently operating at or above 100%. This is much greater than the industry standard 85% "at capacity" flows.

Pipeline surcharging occurs as flows exceed the capacity of a full pipe, causing wastewater to back up into manholes and services. In addition to potentially backing up into homes and health risks associated with sanitary sewer overflows, Oregon DEQ prohibits all sanitary sewer overflows and can fine cities for allowing such and has done so to other jurisdictions. Examples of DEQ fines can be found here:

https://www.oregon.gov/deq/Pages/enforcement-actions.aspx?wp2643=p:2#g_c4e47a01_bc88_4a9f_aa38_c1bcac799ce5

For example, in February 2022 the City of Seaside was fined close to \$13,000 for untreated sewerage discharge. For egregious situations, the fine amount can be considerable such as the nearly \$1.3 million fine to the Port of Morrow in Boardman from January 2022. Even the US Army Corps of Engineers is subject to Oregon DEQ's wrath having been fined nearly \$31,000 in December of 2021.

Given this issue, the Council considered SHMC 17.152.090(4):

Permits Denied. Development permits may be restricted by the commission or council (i.e., the applicable approval authority) where a deficiency exists in the existing sewer system or portion thereof which cannot be rectified within the development and which if not rectified will result in a threat to public health or safety, surcharging of existing mains, or violations of state or federal standards pertaining to operation of the sewage treatment system.

There is a current deficiency (undersized pipes for existing demand) of a widespread scale including infrastructure this development would need to utilize that could result in surcharging, fines (e.g., for violation of Oregon DEQ standards) and public health risks.

The council finds this is development can still be approved under these circumstances given this criterion for the following reasons or conditions of approval:

- The conveyance infrastructure this development depends on for sanitary sewer is a priority 3 in the WWMP. There is no priority 2 conveyance improvements. The difference between priority 1 and 3, is priority 1 includes areas that have been reported to have overflows or significant surcharging during wet weather events, whereas priority 3 areas are where there have been infrequent or no observations of historical overflows or surcharging.
- City Public Works and Engineering staff have already begun to address the necessary sanitary sewer infrastructure upgrades having already submitted an application to the State Revolving Fund Program (for below market rate loans) to Oregon DEQ to fund both priority 1 projects (in basins 4 and 5) and priority 3 projects in basin 6. Basin 6 is applicable to this proposal. City Public Works and Engineering indicate an anticipated 3-to-4-year timeframe for completion of these upgrades.

- Because of the lower probability of surcharges (subject property not reliant on priority 1 infrastructure), a relatively quick planned infrastructure upgrade (3-4 years) and that the actual sanitary sewer impacts will not occur until homes are built and occupied*, the overall risk of surcharges is minimized. Also, applicant proposed phases, so homes are not anticipated to be built all at once.

*Before homes are in place and occupied: subdivision infrastructure needs to be constructed following review of plans; the subdivision needs to be platted (final plat recorded following final plat permit/review); after the final plat is recorded building permits need to be submitted, review and approved; and the homes need to be built to attain a certificate of occupancy from the Building Official. This all takes time all will add months and probably >1 year before the first home is occupied.

- A condition of approval to require a fee per equivalent dwelling unit will be included. This is not a System Development Charge pursuant to ORS 223.299(4)(b); it is a temporary charge by order for development and land divisions proposed under these circumstances until the infrastructure is in order per the WWMP. The nexus is clear as it relates to the sewer conveyance deficiency and an amount has been determined based on calculations to determine fair proportionality—**see attached Exhibit B**. This estimated amount is determined to be a fair share quantity for this proposal.
- A condition of approval to indemnify the city as the result of an overflow, until the system is upgraded as contemplated in the plan is included because this project will increase the probability of surcharge given the existing conveyance capacity issues described above. Surcharge can result in penalties from Oregon DEQ and litigation from others, for example, from damages of sewerage backup into a person's dwelling, business, etc., as well as harm from sewerage exposure either within or outside of a building.

Release of liability alone has limited effect because the applicant, owner or developer cannot release liability from third parties and the surcharge potential is widespread.

- The total amount of lots proposed was reduced from 46 to 34. This 26% reduction of density will reduce the potential of sanitary surcharge resulting from full buildout this proposal.
- Though denial of this proposal itself does not warrant a moratorium or public facilities strategy as there is no prior stoppage or restriction of permits, authorizations, or approvals*, the Council recognizes that the sanitary sewer conveyance problems identified in the WWMP are widespread and denial could set a precedence of action that if continued for projects under similar circumstances, could be construed as a pattern or practice that at some point could warrant a moratorium or public facilities strategy.

*Per ORS 197.524 a local government is required to adopt a public facilities strategy under ORS 197.768 or a moratorium on construction or land development under ORS 197.505 to 197.540 when it engages in a pattern or practice of delaying or stopping the issuance of permits, authorizations or approvals necessary for land divisions or construction due to the shortage of public facilities (like sanitary sewer).

Storm water infrastructure is proposed within the public streets for the conveyance (pipes) system. Easements will be needed anywhere the conveyance, or any other part of the public storm system is proposed outside of a public right-of-way.

For storm purposes, the site is divided into three “regions” each with a stormwater facility within a proposed tract. For two of these, storm water encounters the stormwater facilities before being discharged to the two on-site wetlands. The third storm facility (the most southerly one) is not adjacent to a wetland.

Per the Engineering Staff Report dated June 22, 2022, on-site detention is necessary, thus the proposed storm water facilities. There are other pertinent details in the Engineering Staff Report as well. A final drainage report will be required. Note also the preference that the stormwater facilities be privately owned with the maintenance plan.

As the city will not accept these facilities, they must be private. Engineering has determined that they are to be private facilities per SHMC 17.152.100(6) and will not be accepted by the city for use by the general public and that management of them by a private entity is something that can be approved via SHMC 13.20.050(4).

Storm water facilities not part of a public storm water system are to be managed by the persons responsible for property per SHMC 13.20.060. As these will not be accepted as public or not part of the public storm water system per SHMC 13.20.060(a), they will be subject to private management. As a planned development this is logical as the very definition of “planned community” per ORS 94.550(20)(a) emphasizes a subdivision in which owners are collectively responsible for common property.

All utilities shall be underground pursuant to SHMC 17.152.120.

Bikeways and trails. There are no bicycle improvements identified in the city’s Transportation Systems Plan that affect the subject property as it pertains to this subdivision. There is an identified route in the city’s Parks and Trails Master Plan that traverses through the subject property: trail #9.

Trail #9 is classified as a local access trail connecting Pittsburg Road and Sykes Road. There is a standard for local access trails along roadways (asphalt, concrete or

other smooth and hard surface 5' to 12' wide), but no standard for a local access trail not along roadways.

Staff believes that the proposed W-E trail along proposed just north of the Westboro Way cul-de-sac that will connect Westboro Way and the open space tract of the Meadowbrook Subdivision will ultimately help facilitate north/south connectedness and thus meets the intent of the trail, provided it is accessible by the public.

Development completion, financial guarantees, building permit timing, etc.

There are two options for completing the subdivision for the purpose of completing the final plat and creating lots eligible for building permits: 1) the *HB 2306 method* (Oregon Laws Chapter 397) and 2) the *full completion method*. “Completion” in this case pertain to public improvements that a developer, declarant or owner must construct. For this specific subdivision, this pertains to on-site improvements and not the city’s sanitary sewer system off-site that is inadequate, and the remedy is too large in scope and cost to require as a condition of approval for the developer to complete. In other words, there are issues outside the scope of HB 2306 (Oregon Laws Chapter 397), that also impact building permits for this subdivision. The text below (but before Chapter 17.165 SHMC analysis) pertains specifically to HB 2306 (Oregon Laws 397). The broader issue is reflected in the recommended conditions.

Developments require financial guarantees (e.g., bonds) of workmanship and guarantees of performance for public improvements, as determined by City Engineering. All public improvements shall be guaranteed (e.g., warranty bond) as to workmanship in a form and value as required by City Engineering. The degree of various financial guarantees required of the developer will depend on whether or not they use the *HB 2306 method or the full completion method*.

The HB 2306 Method (Oregon Laws Chapter 397).

HB 2306 (effective January 1, 2020), as it pertains to subdivisions, disallows a city from denying a building permit for residential dwellings for a residential subdivision based on the conditions of a preliminary plat not being met, if “substantial completion” occurs and the remaining public improvements are secured with some type of financial guarantee such as a bond.

A city may still delay (deny) any certificate of occupancy for residential dwellings if the conditions of the development are not fully completed or the conditions for the release of the financial guarantee are not fulfilled.

“Substantial completion” means the city, county or other appropriate public body has inspected, tested and found acceptable under applicable code requirements, unless the parties agree to a lower standard: (A) The water supply system; (B) The fire hydrant system; (C) The sewage disposal system; (D) The storm water drainage system, excepting any landscaping requirements that are part of the system; (E) The curbs; (F)

The demarcating of street signs acceptable for emergency responders; and (G) The roads necessary for access by emergency vehicles.

Building permits must be applied for based on lots that actually exist. The City of St. Helens views these requirements as when a final plat can be considered for review as it is the final part of the process before the land is divided into lots. This will be incorporated into the conditions for final plat review for this subdivision.

The Full Completion Method.

As an alternative to the HB 2306 (Oregon Laws Chapter 397) method as described, in order to minimize financial guarantees, all public improvements shall be completed, in place and acceptable to the city prior to the final plat. The only exception to this is that portions of sidewalk that abut buildable lots created by this subdivision where there may be a driveway approach are often not built until the lot is developed. Though some portions of sidewalk will be required where there will be no driveway approach such as corners and along non-buildable tracts. For these portions of sidewalk allowed to be left unfinished for the final plat, a performance guarantee will be required prior as approved by City Engineering.

Required in all cases.

Before construction, **performance guarantees** will be required for storm drainage systems, grading and erosion control. This is necessary for public health, safety and welfare, because if this work is only partially done and the developer/owner abandons the project, these could have negative impacts on other property owners. Other improvements left unfinished (e.g., streets, water and sewer infrastructure) do not necessarily have the same impact to a neighboring property owner. This initial guarantee should not be encumbered by other “non-impact” issues as it complicates executing the security; thus, dealing with storm drainage systems, grading and erosion control specifically.

- **17.156 – Traffic Impact Analysis (TIA)** → A TIA is warranted per SHMC 17.156.030.

A study was conducted based on a study scope that city staff and the traffic consultant agreed to (based on city code standards). The study found that the development will not result in functional issues as it pertains to vehicle use and no mitigation, including left-turn lanes, are warranted.

Note that the study was based on 50 lots (more than proposed) for conservative analysis.

Other applicable ordinances and regulations.

As per the Bonneville Power Administration (BPA) (see comments above), improvements within their easement requires an application with them.

BPA also has a required notice, per the comments above. For the Forest Trail Subdivision (on the opposite end of Westboro Way) the BPA required this specific language on the final plat. More will be known with the application to the BPA for this proposal and any requirements thereof, but as a communication tool, it is logical that the BPA language be added to any Homeowners Association documentation.

(b) This criterion requires that the proposed plat name is not duplicative or otherwise satisfies the provisions of ORS Chapter 92.

The name “Comstock Subdivision” will need to be approved by the County Surveyor per ORS 92.090.

There is no evidence that the applicant has made an attempt to determine the eligibility of this name with the County Surveyor. This is recommended for consistency of plans following this preliminary plat decision.

(c) This criterion requires that the streets and roads are laid out so as to conform to the plats of subdivisions and maps of partitions already approved for adjoining property as to width, general direction and in all other respects unless the city determines it is in the public interest to modify the street or road pattern.

All streets stubbing into the property are being utilized. All abutting streets (except Pittsburg Road) are also utilized. The proposal acknowledges surrounding street patterns and connections well considering the wetland constraints.

(d) This criterion requires that an explanation has been provided for all common improvements.

Common improvements are proposed. These include: three storm water tracts. In addition, the wetland areas will be tracts as well (as required by Chapter 17.40 SHMC).

The city will require the Homeowners Association to own and maintain responsibility of these improvements.

* * *

SHMC 17.136.060(2) – Lot Dimensions

(a) Lot size, width, shape and orientation shall be appropriate for the location of the development and for the type of use contemplated, and:

- (i) No lot shall be dimensioned to contain part of an existing or proposed public right-of-way;
- (ii) The depth of all lots shall not exceed two and one-half times the average width, unless the parcel is less than one and one-half times the minimum lot size of the applicable zoning district; and
- (iii) Depth and width of properties zoned for commercial and industrial purposes shall be adequate to provide for the off-street parking and service facilities required by the type of use proposed.

Findings: (a) Based on the revised preliminary plat submitted in August 2022, the Council finds this criterion is met.

(i) No proposed lot interferes with existing or proposed right-of-way given compliance with the conditions herein.

(ii) The normal minimum lot size of the R7 zone is 7,000 square feet. 150% of that is 10,500 square feet. The only lots that is 10,500 or greater is lot 25 (per the revised preliminary plat submitted in August 2022), which complies with depth to width ratio.

(iii) The site is zoned residential; thus, this criterion is not applicable.

* * *

SHMC 17.136.060(3) – Through Lots

(a) Through lots shall be avoided except where they are essential to provide separation of residential development from major traffic arterials or to overcome specific disadvantages of topography and orientation, and:

- (i) A planting buffer at least 10 feet wide is required abutting the arterial rights-of-way; and
- (ii) All through lots shall provide the required front yard setback on each street.

Discussion: The Development Code defines a through lot is a lot having frontage on two parallel or approximately parallel streets. Note that access easements are considered “streets” for the purpose of the Development Code.

Finding: Some through lots are proposed. This includes all lots along Pittsburg Road, a minor arterial street. A planting buffer at least 10 feet wide is required along Pittsburg Road and shall be incorporated into the conditions of this decision.

* * *

SHMC 17.136.060(4) – Large Lots

(a) In dividing tracts into large lots or parcels which at some future time are likely to be redivided, the approving authority may require that the lots be of such size and shape, and be so divided into building sites, and contain such site restrictions as will provide for the extension and opening of streets at intervals which will permit a subsequent division of any tract into lots or parcels of smaller size, and:

(i) The land division shall be denied if the proposed large development lot does not provide for the future division of the lots and future extension of public facilities.

Finding: All proposed lots are less than the required minimum lot size (7,000 s.f.) x 2 (i.e., <14,000 s.f.). Future division provisions not warranted.

* * *

SHMC 17.136.060(5) – Access Control

(5) Control of access to adjoining properties, including but not limited to continuation of streets, shall be granted to the city via reserve strips or language in lieu of reserve strips as a note on the plat. Generally, language in lieu of reserve strips is preferred.

Discussion: One street stub is proposed—Willie Lane—that will not connect to another street.

Finding: The current west facing Willie Lane stub terminates about 260 feet from the subject properties east line. Right-of-way dedication is anticipated eventually between the existing street stub and the proposed one of this subdivision as the intervening parcels are divided or more intensely developed. This is contemplated in an easement recorded as instrument number 01-10543.

This criterion will apply to the Willie Lane stub of this subdivision.

* * *

SHMC 17.136.060(6) – Additional Conditions

(6) The planning commission may require additional conditions as are necessary to carry out the comprehensive plan and other applicable ordinances and regulations.

Finding: The city worked with the applicant and the Meadowbrook Homeowners Association to dedicate right of way to allow access from Barr Avenue from the SE corner of the site. This is described earlier in this report. There are improvements within this area that will need to be relocated to allow for street construction. Applicant will be responsible for this.

It is important that wetland, open space, storm water tracts and such are not landlocked for access and maintenance purposes. Storm Tract A has direct access from the proposed extension of Edna Barr Lane. The northerly tract for the wetland and related protection zone has direct access from the proposed extension of Westboro Way. Storm Tract B has access via an easement off Westboro Way. This is identified as a city shared driveway easement on sheet P301; this will need to be public if the infrastructure is public, otherwise it does not. Both the southerly tract for the wetland and related protection zone and Storm Tract C have direct access from the road proposed off Barr Avenue.

* * *

CONCLUSION & DECISION

Based upon the facts and findings herein, the City Council approved this Subdivision Preliminary Plat, with the following conditions

- 1. This Subdivision preliminary plat approval shall be effective for a period of eighteen (18) months from the date of approval.** The approval shall become void if a final plat (for first phase) prepared by a professional registered surveyor in accordance with (1) the approved preliminary plat, (2) the conditions herein, and (3) the form and content requirements of the City of St. Helens Development Code (SHMC Title 17) and Oregon Revised Statutes is not submitted within the eighteen (18) month approval period.

The approval for phase 2, contingent upon completion of phase 1, shall be void if the same requirements for phase 1 (noted above, except the time period) are not completed within two years from the date the final plat is submitted for phase 1 and the requirements of SHMC 17.136.050 are not met.

The approval for phase 3, contingent upon completion of phases 1 and 2, shall be void if the same requirements for phase 1 (noted above, except the time period) are not completed within two years from the date the final plat is submitted for phase 2 and the requirements of SHMC 17.136.050 are not met.

The approval for phase 4, contingent upon completion of phases 1, 2 and 3, shall be void if the same requirements for phase 1 (noted above, except the time period) are not completed within two years from the date the final plat is submitted for phase 3 and the requirements of SHMC 17.136.050 are not met.

Two **time extensions** may be granted pursuant to SHMC 17.136.040(2) for any phase, but only two total are possible for all phases.

Notwithstanding any validity period or time extension above, **any portion or phase that is not vested, shall be void seven years from the date of the original decision of this preliminary plat.** Nothing under this condition is intended to preclude owner/developer from acting on multiple phases simultaneously.

2. **The following shall be completed prior to submission and the City's acceptance of a final plat application (as applicable to each phase):**
 - a. A Planned Development overlay (e.g., via file PD.2.22) shall be adopted and in effect for the subject property.
 - b. Homeowners Association (HOA) and CC&Rs for establishing the HOA shall be approved (see condition 8).
 - c. Engineering/construction plans for all public and other applicable improvements shall be submitted to the city for review and approval in compliance with all City of St. Helens laws and standards and in accordance with the conditions herein. As specific conditions of approval, these plans shall include:
 - A. Changes necessary for the final plat per condition 3 to avoid conflicts between these plans and the final plat to the maximum extent possible.
 - B. As per condition 3.a (tracts and phasing).
 - C. Construction details for the pedestrian path connecting Westboro Way to Tract H of the Meadowbrook Planned Community, Phase 3.

- D. Methods of preventing disturbance and encroachment of wetland and upland wetland protection zone areas. See condition 4.c.
 - E. Tree plan for existing trees to be preserved, to be protected during construction per Chapter 17.132 SHMC.
 - F. Joint mailbox facility(ies) shall be included per City and USPS (Postmaster) standards. Subject to city and Postmaster approval.
 - G. All applicable street cross sections representing the appropriate classifications per the City's Transportation Systems Plan.
 - H. Street frontage improvements to Pittsburg Road per the city's minor arterial standards including street trees per Chapter 17.72 SHMC. Street trees shall be "small" per Chapter 17.72 SHMC due to existing overheard power.
 - I. Access and utility improvements to serve Lots accessed by access easement (private road). "No parking" designation required on both sides of street.
 - J. Streets shall meet fire code specifications as applicable. For example, 26 radii are proposed at the hammerhead cul-de-sac off Barr Avenue except a 28' corner radius is required.
 - K. Per condition 3.b (approval of street names).
 - L. Streetlights are required at each intersection and at such locations to provide overlapping lighting to sufficiently illuminate the street. New streetlights shall use LED fixtures.
 - M. Infrastructure and improvements reconfiguration/relocation to allow the Barr Avenue access made possible by the dedication deed recorded as instrument no. 2022-3799.
- d. Prior to or with submission of engineering/construction plans per **condition 2.c**, a drainage plan and full stormwater report shall be submitted that includes methods of downstream conveyance and pre and post conditions. The proposed development shall mitigate the increased stormwater flows from the site so that the increased runoff will not impact the downstream flows. It shall also include provisions for protecting wetland water quality, for facilities draining into wetlands. As per Columbia County Public Works, no additional storm water to be added to Pittsburg Road or Meadowview Drive.
 - e. *The Full Completion Method.* **All public improvements shall be completed, in place and acceptable to the City, Columbia County, and Bonneville Power Administration (BPA) as applicable.** The only exception to this is that portions of sidewalk that abut buildable lots created by this subdivision where there may be a driveway approach are often not built until the lot is developed. Though some portions of sidewalk will be required where there will be no driveway approach such as corners and along non-

buildable tracts. For these portions of sidewalk allowed to be left unfinished for the final plat, a performance guarantee will be required prior as approved by City Engineering. Completion includes providing final approved as-build plans to the City and any other guarantees (e.g., bonds) of workmanship or guarantees of performance for public improvements that may be required;

Or

The HB 2306 Method (Oregon Laws Chapter 397). All public improvements shall be “substantially completed,” in place and acceptable to: the City, Columbia County, and Bonneville Power Administration (BPA) as applicable. “Substantial completed” means the city, county or other appropriate public body has inspected, tested and found acceptable under applicable code requirements, unless the parties agree to a lower standard: (A) The water supply system; (B) The fire hydrant system; (C) The sewage disposal system; (D) The storm water drainage system, excepting any landscaping requirements that are part of the system; (E) The curbs; (F) The demarcating of street signs acceptable for emergency responders; and (G) The roads necessary for access by emergency vehicles. The remaining public improvements are secured with some type of financial guarantee such as a bond. Other guarantees (e.g., bonds) of workmanship or guarantees of performance for public improvements may also be required. As-build plans shall be required unless insufficient work will be done per this “substantially completed” option, in which case the as-build plans shall be bonded.

- f. Maintenance plan for the private storm water facilities shall be approved by the city. This shall clearly identify maintenance activities and frequency, and the proposed entity(s) responsible for maintenance. Private responsibilities are also referenced in SHMC 13.20.060.
- g. Approved access permit for connection to Meadowview Drive and approved construction permit(s) for Meadowview Drive and Pittsburg Road shall be obtained from Columbia County Public Works.
- h. Applicable approvals from the Bonneville Power Administration (BPA).
- i. Areas where natural vegetation has been removed, and that are not covered by approved landscaping, shall be replanted pursuant to SHMC 17.72.120. This includes the proposed lots to be developed to show how the lot themselves will be covered to prevent erosion, stream sedimentation, ground instability, or other adverse on-site and off-site effects or hazards before development of that specific lot commences.
- j. Screening and buffering plan along the north side of all lots along Pittsburg Road per SHMC 17.152.030(16) and 17.136.060(3). This shall be in a form (e.g., 8.5” x 11” page) such that it can be attached to building permits.

3. **In addition to compliance with local, county, state and other requirements, the following shall be included on/with (for recordation) the final plats (as applicable to each phase):**
- a. The southerly wetland tract shall be part of Phase 1 of this subdivision. The wetland tract adjacent to Westboro Way and the pedestrian path connecting Westboro Way to Tract H of the Meadowbrook Planned Community, Phase 3, shall be a part of Phase 2 of this subdivision.
 - b. All new street names are subject to approval by Columbia 9-1-1 Communications District.
 - c. Minimum 8' wide public utility easements will be required along the street frontage of all lots (and tracts) unless a greater width is determined necessary by City Engineering.
 - d. All utility easements necessary, as identified on approved engineering/construction plans shall be included on the final plat.
 - e. The County Surveyor shall approve the name of the plat.
 - f. Right-of-way dedication for the Pittsburg Road, within 30 from the centerline of the right-of-way (approximately 10' of dedication along Pittsburg Road).
 - g. Access control guarantees in a form approved by the city for the extension of Willie Lane. This shall be a note on the plat as approved by the city.
 - h. Tracts shall be identified as to purpose.
 - i. Maintenance agreement amongst the lots with shared access via easement. These are not public streets subject to public maintenance. Agreement shall include no-parking provisions within the private street (access easement).
 - j. Any private shared access easement shall also be a public utility easement.
 - k. Declaration of Protective Covenants, Conditions and Restrictions (CCRs) and Establishment of a Homeowners Association (HOA) shall be recorded with and noted on the final plat for HOA responsibility for common improvement maintenance (see condition 8).
 - l. Conveyance of tracts and any other common area to the Planned Development's Homeowner's Association.
 - m. The pedestrian path connecting Westboro Way to Tract H of the Meadowbrook Planned Community, Phase 3 shall be publicly accessible.

- n. All lots shall meet the dimensional and size requirements of the Development Code or as allowed by the Planned Development standards. This approval includes no Variance(s) or other means of allowing different standards. For example, Lot 24 shall meet the depth to width ratio of the R7 zoning district.
- o. Changes to reflect the revised preliminary plat layout provided by the applicant on August 15, 2022, which still needs to comply with the other conditions and requirements herein.

4. Prior to any construction or development of the subject property of each phase:

- a. Performance guarantees (e.g., performance bond) as approved by City Engineering shall be required for storm drainage systems, grading and erosion control. In addition, engineering/construction plans shall be approved.
- b. Applicant shall provide a copy of the approved 1200-C permit from Oregon DEQ.
- c. Any necessary sensitive lands permitting based on plans provided by condition 2.c for impacts not known or anticipated as part of the preliminary subdivision plat application.

5. After completion of construction and City approval, all public improvements (for each phase) shall be guaranteed (e.g., warranty bond) for at least two years as to workmanship in a form and value as required by City Engineering.

6. The following requirements shall apply to the development of the lots of this Subdivision:

- a. An additional “fair share” fee shall be paid per equivalent dwelling unit (EDU) based on the portions of the city wastewater collection system between the subject property and the wastewater treatment plant, that this development depends on, that are at or above capacity as identified in the 2021 Wastewater Master Plan. Estimated per EDU cost is \$6,600 in today’s dollars. Inflation adjustment to value at time of building permit issuance shall be included. See attached **Exhibit B**.
- b. If the “*HB 2306 Method*” is chosen under condition 2.e, certificate of occupancy for residential dwellings shall not be granted if **all public improvements are not completed, in place and acceptable to the City**. This includes providing final approved as-build plans to the City and release of any and all financial guarantees for improvements used to allow submission of the final plat or recordation of the final plat, before completion of said improvements.
- c. Building permits for Lots created by this Subdivision cannot be accepted until the final plat is recorded.

- d. If not otherwise recorded with the final plat as required, a Declaration of Protective Covenants, Conditions and Restrictions (CCRs) and Establishment of a Homeowners Association (HOA) shall be recorded (see condition 8).
 - e. Curb/sidewalk shall be completed, and street trees will be required along all local streets (i.e., all streets except Pittsburg Road) as lots are developed. If the Pittsburg Road Street trees (installed as part of the subdivision infrastructure) are in a poor state, they will need to be replaced. The exception to the street tree installation requirement (i.e., none required) is within the BPA easement and along wetland or storm water tracts.
 - f. Areas where natural vegetation has been removed, and that are not covered by approved landscaping, shall be replanted pursuant to SHMC 17.72.120.
 - g. Sensitive Lands Permit will be required for any proposed structure to be placed or constructed on slopes of 25% or greater per Chapter 17.44 SHMC.
 - h. Vehicle access (e.g., driveways) are prohibited along Pittsburg Road. Direct access to Pittsburg Road is not allowed.
 - i. Screening and buffering plan per condition 2.j shall be implemented if not already installed and still intact (or not in disrepair and/or dying-dead, as applicable).
7. The zoning standards for this development shall be those as proposed per **Exhibit A**, attached hereto.
8. Declaration per ORS Chapter 94 that establishes the Planned Community **shall be recorded with the final plat**. Subject to review and approval by the City, it shall include the following:
- a. A Planned Development Homeowners Association formed as a nonprofit corporation.
 - b. Bylaws.
 - c. Specific language that prohibits the Homeowners Association from selling, transferring, conveying or subjecting to security interest of any platted open space or wetland tract without City of St. Helens approval.
 - d. The Planned Development Homeowners Association shall be responsible for all common improvements including but not limited to any open space tract, wetland tract, trail, stormwater quality facility (see condition 11), and subdivision entry monument signage.
 - e. Provisions for the City to veto dissolution of the Homeowners Association or have the right to assess owners for taxes and maintenance or lien properties.

- f. Responsibility for common improvement maintenance. This includes but is not limited to the long-term operation and maintenance of the water quality facilities and wetland responsibilities. Storm management plan per condition 2.f shall be incorporated.
 - g. As applicable per condition 4.c related to any necessary sensitive lands permitting.
 - h. BPA's required notice per their preliminary subdivision plat comments shall be incorporated.
9. Any new sign (e.g., entrance monument signs for the development) requires a sign permit prior to installation.
 10. All new utilities shall be underground pursuant to SHMC 17.152.120.
 11. The city will not accept any open space, wetland, or stormwater facility tract or improvement. Ownership shall belong to the Homeowners Association of this Planned Development.
 12. Developer will be required to repair damages to roadways as a result of subdivision construction, up to full width asphalt overlay as determined by City Engineering.
 13. Portions of the property are encumbered by easements for high-voltage transmission lines owned by the Bonneville Power Administration (BPA). BPA has acquired rights for these easements that limit the landowner's use of this area. BPA has the right of ingress and egress, and the right to keep the easement free and clear of all buildings, sheds, fences, roads, in-ground and above-ground swimming pools, trampolines, or any other type of structure, trees, and all vegetation. **All activities planned within the BPA easement need to be reviewed by BPA prior to their occurrence.** Do not build, dig, install utilities, plant, or burn within the easement area. For further questions or concerns regarding any proposed uses of the easement you may contact BPA Real Estate Field Services by calling (800) 836-6619.
 14. Owner/Developer shall be solely responsible for obtaining all approvals, permits, licenses, and authorizations from the responsible Federal, State and local authorities, or other entities, necessary to perform land clearing, construction and improvement of the subject property in the location and manner contemplated by Owner/Developer. City has no duty, responsibility or liability for requesting, obtaining, ensuring, or verifying Owner/Developer compliance with the applicable State and Federal agency permit or other approval requirements. This land use approval shall not be interpreted as a waiver, modification, or grant of any State or Federal agency or other permits or authorizations.
 15. Owner/applicant and their successors are still responsible to comply with the City Development Code (SHMC Title 17).
 16. **Prior to or in conjunction with the recordation of the final plat**, the developer shall record a covenant, subject to City review and approval, against the property in the subdivision for the benefit of the City, by which the developer and the homeowners'

association for the subdivision shall indemnify the City from any costs, fines or penalties arising from or associated with surcharges from the existing City sanitary sewer in Sykes Road between Matzen Street and Westshire Lane occurring after final occupancy of the first home in the subdivision, except to the extent such surcharges are caused by acts or omissions of the City or its agents or employees. This condition and the recorded covenant shall automatically expire upon the earlier of (1) completion of construction of a 15-inch pipeline in Sykes Road between Matzen Street and Westshire Lane with a 12-inch connection to the Westshire Lane pipeline as recommended by the 2021 Wastewater Master Plan, the exact specifications subject to final design; or (2) four years after the date that this order becomes final.

 Doug Morten, Council President*

 Date

**Mayor Rick Scholl recused himself from the proceedings of this matter.*

Attachments: Exhibit A, A summary of the standards proposed for this Planned Development Subdivision based on the applicant's applications with corrections by staff and reflecting Ordinance No. 3286

Exhibit B, basis for sanitary sewer fee by order

*COMSTOCK SUBDIVISION PLANNED DEVELOPMENT STANDARDS

The base standards the R7 zone, those which can deviate as a Planned Development, and those proposed:

PLANNED DEVELOPMENT STANDARDS TABLE

STANDARD	R7 ZONING DISTRICT	PD ALLOWS FLEXIBILITY?	PROPOSED
Min. lot size	7,000 s.f. for detached single-family dwellings and duplexes	Not per ORD No. 3286	7,000 s.f. for detached single-family dwellings and duplexes
Min. lot width at building line (interior lots)	60 feet for detached single-family dwellings and duplexes	Yes	40 feet for detached single-family dwellings and duplexes
Min. lot width at building line (corner lots)	85 feet for detached single-family dwellings and duplexes	Yes	40 feet for detached single-family dwellings and duplexes
Min. lot width at street (standard)	50 feet for detached single-family dwellings and duplexes	Yes	30 feet for detached single-family dwellings and duplexes
Min. lot width at street (cul-de-sac)	30 feet	Yes	30 feet
Min. lot width at street (flag lot)	Flag lots prohibited	Yes (unless flag lots prohibited)	Flag lots prohibited
Min. lot depth	85 feet	Yes	80 feet
Min. front yard (setback)	20 feet	Yes (except along perimeter of PD and for garage structures which open facing a street)	15 feet (20 feet required along perimeter of PD and for any garage structure which opens facing a street)
Min. side yard (setback)	7 feet for interior lots and 14 feet for sides of corner lots along street for detached single-family dwellings and duplexes	Not per ORD No. 3286	7 feet for interior lots and 14 feet for sides of corner lots along street for detached single-family dwellings and duplexes
Min. rear yard (setback)	20 feet	Yes (except along perimeter of PD)	15 feet (20 feet along perimeter of PD)
Min. interior yard (building/structure separation)	7 feet	No	7 feet
Max. building height	35 feet	Yes	35 feet
Max. lot coverage	Buildings and structures shall not occupy more than 40% of the lot area for detached single-family dwellings and duplexes	No	Buildings and structures shall not occupy more than 40% of the lot area for detached single-family dwellings and duplexes
Min. landscaping	25% of the lot area	No	25% of the lot area

No other code exceptions or modifications are proposed.

*Final subdivision name requires approval by the County Surveyor. This is a preliminary name and may change.

September 2022

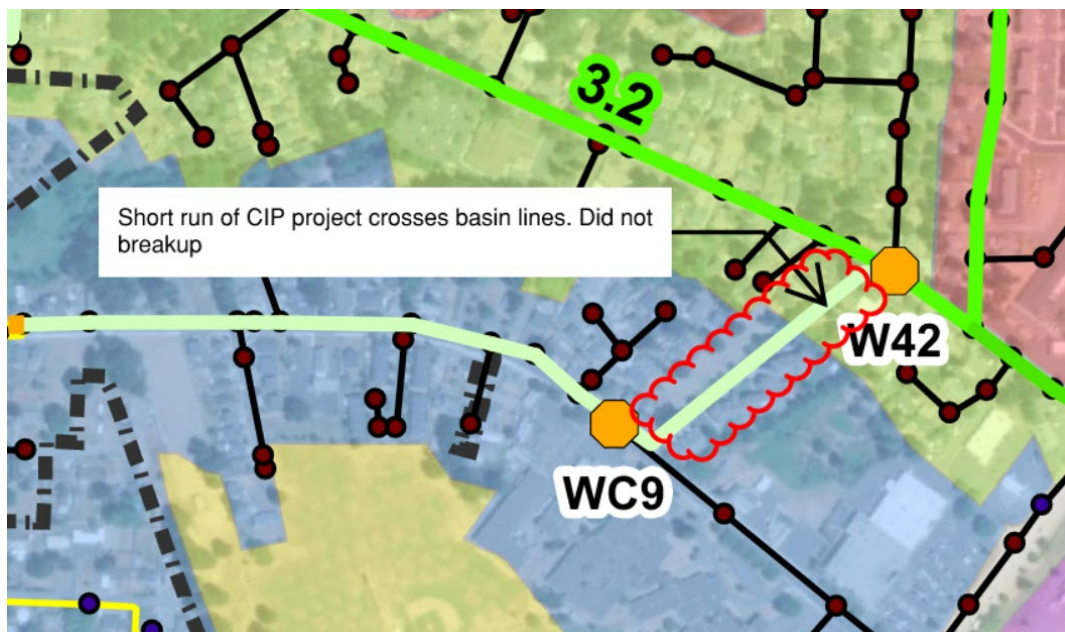
Methodology Summary

DATE: August 17, 2022

SUBJECT: St Helens Basins and CIP Cost Estimates

BASINS

- Basin delineation assumed to follow attached figure and **flow chart**
- Simplified process to not include a 'perfect' delineation CIP projects as they pertain to basins. In the figure below, the CIP replacement is mostly in the blue basin, with a small portion in the green basin. All costs were assigned to the blue basin. There are a few instances of this simplification. Where *major* portions of a CIP spans more than basin, the projects were split by basin.



- Delineation generally reflects existing conditions, except the Pittsburg basin, which is largely undeveloped. Anticipated to discharge to the North-11th basin.

GROWTH AREAS

- Growth areas and EDU allocation to the growth areas are as identified in the 2019 Housing Needs Analysis.

CIP PROJECT COSTS

- Delineation generally reflects existing conditions, except the Pittsburg basin, which is largely undeveloped. Anticipated to discharge to the North-11th basin.
- **Costs are calculated by summing the CIP costs in and downstream of a basin and summing the EDUs in and upstream of the basin. The downstream CIP costs are divided by the upstream EDUs.**

St Helens Sewer Trunk Basins and New EDUs Share of Downstream CIP Projects as it Pertains to the Comstock Planned Subdivision

The highlighted areas of the spreadsheet below reflects the share of costs that new upstream EDUs (as identified in the 2019 Housing Needs Analysis) would pay to complete the downstream CIP improvements along trunk lines they're flow conveys through. The costs per EDU are based on the CIP project costs broken down by trunkline.

Basin	Downstream CIP Share per New Upstream EDU	New In-Basin EDU
Allendale	\$ 104,900	1
Diversion	\$ 104,900	1
Firlock	\$ 7,600	-
Gable	\$ 7,900	589
Interceptor	\$ 2,200	512
Matzen	\$ 12,700	430
McNulty	\$ 3,200	144
Middle Trunk	\$ 41,400	91
Millard-OPR	\$ 3,200	806
North-11th	\$ 3,400	340
North-Willamette	\$ 2,200	134
Pittsburg	\$ 3,400	731
Port	\$ 3,800	36
South Trunk	\$ 1,800	124
Southwest	\$ 3,200	748
Sunset	\$ 7,900	321
Sykes	\$ 6,600	500
Vernonia	\$ 104,900	30

The Comstock Subdivision cost would be approximately \$6,600 per EDU.

Here's how methodology behind the calculation,

1. First, the EDU hierarchy as it pertained to upstream basins was calculated. The sum of the EDU impact from the Sykes basin is 930, which adds up the Sykes EDUs (500) and the Matzen EDUs (430).
2. Next the cost per EDU calculated is based on the cost of CIP projects which the Sykes Basin will impact divided by the EDUs,
 - Sykes CIP project costs/Upstream EDUs = \$2.6 Million/930 EDUs = \$2,800
 - Port CIP project costs /Upstream EDUs = \$3 Million/1,554 EDUs = \$2,000
 - South Trunk CIP project costs/Upstream EDUs = \$6 Million/3,408 EDUs = \$1,800

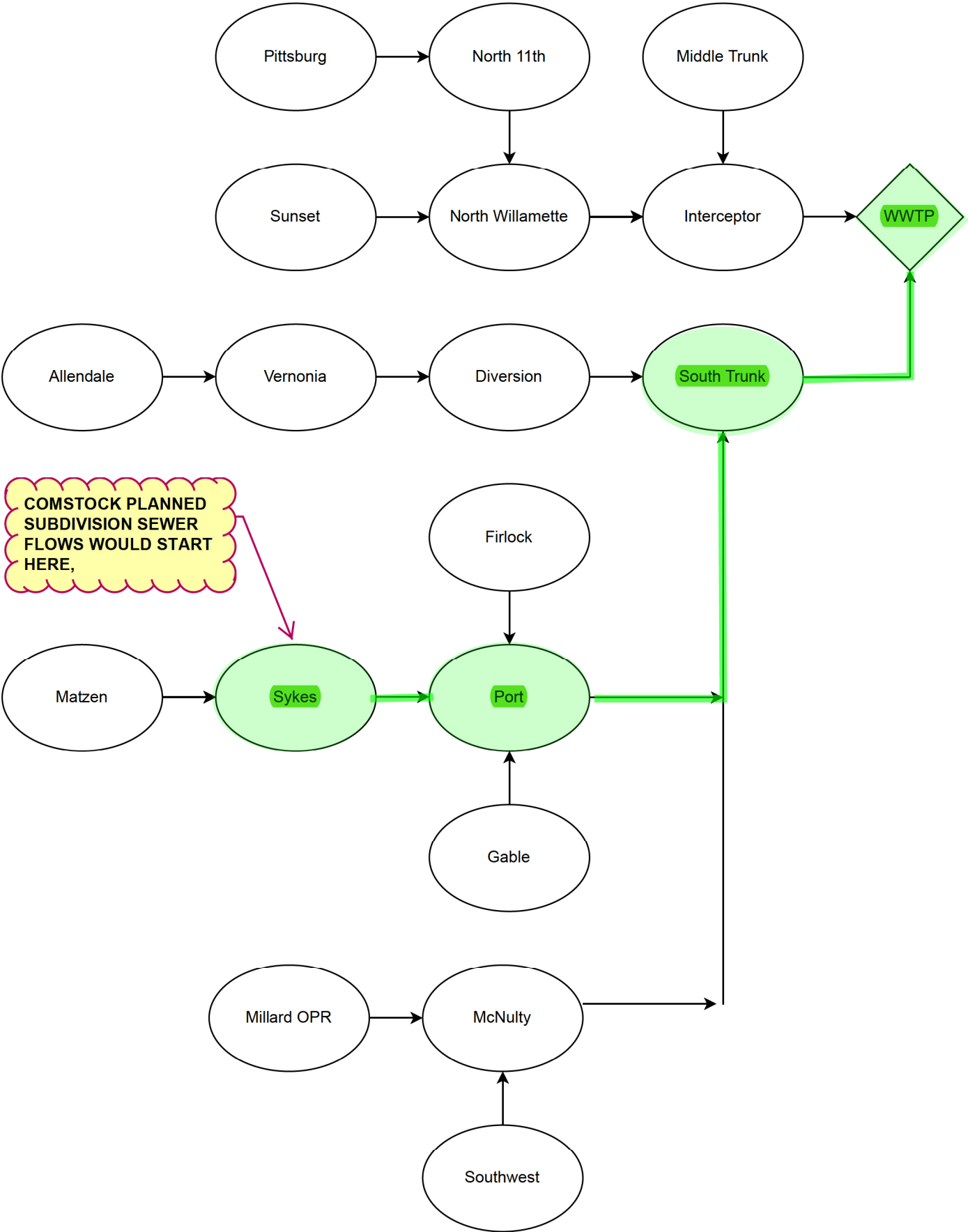
These add up to the \$6,600 share of the costs for the Sykes Basin.

Lower Basin	Upstream Basins	New EDUs	Row Labels	Sum of New EDUs
Interceptor	Interceptor	512	Allendale	1
Interceptor	Middle Trunk	91	Diversion	32
Interceptor	North-Willamette	134	Firlock	0
Interceptor	Sunset	321	Gable	589
Interceptor	North-11th	340	Interceptor	2129
Interceptor	Pittsburg	731	Matzen	430
Middle Trunk	Middle Trunk	91	McNulty	1698
North-Willamette	North-Willamette	134	Middle Trunk	91
North-Willamette	Sunset	321	Millard-OPR	806
North-Willamette	North-11th	340	North-11th	1071
North-Willamette	Pittsburg	731	North-Willamette	1526
Sunset	Sunset	321	Pittsburg	731
North-11th	North-11th	340	Port	1554
North-11th	Pittsburg	731	South Trunk	3408
Pittsburg	Pittsburg	731	Southwest	748
South Trunk	South Trunk	124	Sunset	321
South Trunk	Diversion	1	Sykes	929
South Trunk	Vernonia	30	Vernonia	31
South Trunk	Allendale	1	Grand Total	16093
South Trunk	Port	36		
South Trunk	Firlock	0		
South Trunk	Sykes	500		
South Trunk	Gable	589		
South Trunk	Matzen	430		
South Trunk	McNulty	144		
South Trunk	Southwest	748		
South Trunk	Millard-OPR	806		
Diversion	Diversion	1		
Diversion	Vernonia	30		
Diversion	Allendale	1		
Vernonia	Vernonia	30		
Vernonia	Allendale	1		
Allendale	Allendale	1		
Port	Port	36		
Port	Firlock	0		
Port	Sykes	500		
Port	Gable	589		
Port	Matzen	430		
Gable	Gable	589		
Firlock	Firlock	0		
Sykes	Sykes	500		
Sykes	Matzen	430		
Matzen	Matzen	430		

Top Basin	Lower Basins	Basin CIP/New EDU	Row Labels	Sum of Basin CIP/New EDU	New EDUs In-Basin	Check Sum
Interceptor	Interceptor	\$ 2,200.00	Allendale	\$104,900	0.8	\$ 86,543.34
Middle Trunk	Middle Trunk	\$ 39,200.00	Diversion	\$104,900	1.0	\$ 105,515.97
Middle Trunk	Interceptor	\$ 2,200.00	Firlock	\$7,600	0.0	\$ -
North-Willamette	North-Willamette	\$ -	Gable	\$7,900	588.6	\$ 4,649,897.04
North-Willamette	Interceptor	\$ 2,200.00	Interceptor	\$2,200	512.2	\$ 1,126,937.76
North-11th	North-11th	\$ 1,200.00	Matzen	\$12,700	429.6	\$ 5,455,424.47
North-11th	North-Willamette	\$ -	McNulty	\$3,200	143.9	\$ 460,330.80
North-11th	Interceptor	\$ 2,200.00	Middle Trunk	\$41,400	91.5	\$ 3,787,856.98
Pittsburg	Pittsburg	\$ -	Millard-OPR	\$3,200	805.8	\$ 2,578,519.60
Pittsburg	North-11th	\$ 1,200.00	North-11th	\$3,400	340.0	\$ 1,156,079.13
Pittsburg	North-Willamette	\$ -	North-Willamette	\$2,200	133.8	\$ 294,456.18
Pittsburg	Interceptor	\$ 2,200.00	Pittsburg	\$3,400	730.8	\$ 2,484,806.51
Sunset	Sunset	\$ 5,700.00	Port	\$3,800	36.2	\$ 137,412.20
Sunset	North-Willamette	\$ -	South Trunk	\$1,800	123.8	\$ 222,924.57
Sunset	Interceptor	\$ 2,200.00	Southwest	\$3,200	748.1	\$ 2,394,033.16
South Trunk	South Trunk	\$ 1,800.00	Sunset	\$7,900	320.8	\$ 2,534,654.71
Diversion	Diversion	\$ 103,100.00	Sykes	\$6,600	499.5	\$ 3,296,865.20
Diversion	South Trunk	\$ 1,800.00	Vernonia	\$104,900	30.4	\$ 3,183,970.33
Vernonia	Vernonia	\$ 103,100.00	Grand Total	\$425,200		\$ 33,956,227.95
Vernonia	Diversion	\$ -				
Vernonia	South Trunk	\$ 1,800.00				
Allendale	Allendale	\$ -				
Allendale	Vernonia	\$ -				
Allendale	Diversion	\$ 103,100.00				
Allendale	South Trunk	\$ 1,800.00				
Port	Port	\$ 2,000.00				
Port	South Trunk	\$ 1,800.00				
Firlock	Firlock	\$ -				
Firlock	Port	\$ 2,000.00				
Firlock	South Trunk	\$ 1,800.00				
Sykes	Sykes	\$ 2,800.00				
Sykes	Port	\$ 2,000.00				
Sykes	South Trunk	\$ 1,800.00				
Matzen	Matzen	\$ 6,100.00				
Matzen	Sykes	\$ 2,800.00				

Basin	In-Basin and Up-Basin New EDUs	In-Basin CIP	Basin CIP per Up-Basin New EDU
Allendale	1	\$ -	\$ -
Diversion	33	\$ 3,400,000	\$ 103,100
Firlock	0	\$ 100,000	\$ -
Gable	589	\$ 2,400,000	\$ 4,100
Interceptor	2130	\$ 4,500,000	\$ 2,200
Matzen	430	\$ 2,600,000	\$ 6,100
McNulty	1698	\$ 2,229,400	\$ 1,400
Middle Trunk	92	\$ 3,600,000	\$ 39,200
Millard-OPR	806	\$ -	\$ -
North-11th	1071	\$ 1,200,000	\$ 1,200
North-Willamette	1526	\$ -	\$ -
Pittsburg	731	\$ -	\$ -
Port	1554	\$ 3,000,000	\$ 2,000
South Trunk	3408	\$ 6,000,000	\$ 1,800
Southwest	749	\$ -	\$ -
Sunset	321	\$ 1,800,000	\$ 5,700
Sykes	930	\$ 2,600,000	\$ 2,800
Vernonia	32	\$ -	\$ -

SEWER BASIN FLOW PATH



**CITY OF ST. HELENS - COLUMBIA COUNTY
INTERGOVERNMENTAL AGREEMENT
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

PARTIES

This Intergovernmental Agreement (“Agreement”) is entered into by and between Columbia County, a political subdivision of the State of Oregon (“County”), and the City of St. Helens, a municipal corporation of the State of Oregon (“City”), which hereinafter may be referred individually as “Party” or collectively as “Parties.

RECITALS

WHEREAS, by the authority granted in ORS 190.010, a local government may enter into an intergovernmental agreement with another local government to perform any and all functions that a party to the agreement, its officers or agencies, have the authority to perform; and

WHEREAS, both City and County conduct building inspections and plan review services upon request by applicants to review compliance with state and local building codes (the “Services”); and

WHEREAS, building inspectors, supervisors and managers employed by the City and County have the appropriate accreditation, experience and knowledge in the interpretation of and application of building regulations; and

WHEREAS, both City and County may, at times, require assistance in order to process building inspections and plan review services in a more timely manner; and

WHEREAS, City and County mutually desire to provide the Services to the other; and

WHEREAS, City and County desire to set forth the terms and conditions for the Services as set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which are hereby acknowledged, it is hereby agreed to between City and County as follows:

1. Effective Date. This Agreement shall become effective on the last date signed by the parties, below, and shall apply retroactively to July 1, 2022.
2. Term. This Agreement shall commence on the Effective Date and shall expire on June 30, 2023 (the “Initial Term”), or unless terminated earlier pursuant to this Agreement. The Agreement shall automatically renew for four (4) successive one (1) year terms, (each “Renewal Term”) for a total term period of five (5) years.

3. Services. The Parties agree to provide the Services as further defined below. These services shall be supplemental to those services administered directly by each Party and shall be provided only upon request by the other Party.

a. Building Inspection Services

- i. These services include the performance of inspections to determine compliance with approved plans, local ordinances and applicable adopted Oregon State Building Codes (including Building, Plumbing, Mechanical, and Electrical).
- ii. Each Party shall perform the inspections within 48 hours of receipt of the request and shall provide an inspection report to the requesting Party for delivery to the applicant.

b. Plan Review Services

- i. Each party shall perform the requested plan reviews within the following time periods, as dependent on the type of plan review being performed:
 1. Within seven (7) business days for one and two family residential buildings, additions and related work;
 2. Within twelve (12) business days for multi-family residential, mixed use and non-residential buildings (normal complexity);
 3. Within fifteen (15) business days for multi-family residential, mixed use and non-residential buildings (unusual complexity).
- ii. The level of complexity for multi-family residential, mixed use and non-residential buildings shall be determined by both Parties upon receipt of the requested plan review.

Notwithstanding the service goals outlined above, each Party reserves the right to prioritize their own building inspection and plan review work prior to completing the requested service. Requests for Services, and all communications concerning a request for Services, shall be delivered to the respective Contract Representative, or their designated representative. The Receiving Party shall acknowledge receipt of a request for Services within 24 hours of receipt. If the Receiving Party is unable to complete the Services within the time periods established in this Agreement, the Receiving Party shall notify the Requesting Party in the initial acknowledgement response.

4. Compensation/Invoicing. Compensation shall be at the following hourly rates, billed in one-half hour increments:

- a. Non-Residential and Mixed Use Plan Review: \$80.00 per hour
- b. Residential Plan Review: \$80.00 per hour
- c. All Inspections: \$80 per hour

On the first business day of the month, each Party shall submit to the respective Contract Representative (identified below) an invoice for the Services performed during the immediately preceding month. Payment of invoiced and approved items shall be transmitted

to the invoicing party within twenty-five (25) days after the date of the invoice. Payments not made in accordance with this provision shall be subject to a one and one-half percent (1.5%) late charge monthly until paid.

5. Compliance with Laws. It shall be the Receiving Party's responsibility to determine compliance with all applicable building, health, and sanitation laws and codes, and with other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules, including.
6. Contract Representatives. Contract representatives for this Agreement are the following:

For County:

Director of Land Development Services
 Department of Land Development Services
 Columbia County Courthouse
 230 Strand Street
 St. Helens, Oregon 97051
 Email: Suzie.Dahl@columbiacountyor.gov

For City:

Building Official
 City of St. Helens
 265 Strand Street
 St. Helens, Oregon 97051
 Email: mderoia@sthelensoregon.gov

All correspondence shall be sent to the above addresses when written notification is necessary. Representatives of the parties to this Agreement can be changed or substituted by either party providing written notice to the other party at the provided address.

7. Termination. This Agreement may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other party. In the event a Party fails to substantially perform the work in a manner satisfactory to the other Party, or either Party fails to make timely payments for work invoiced (each considered a "Default"), this Agreement may be terminated immediately by the non-Defaulting Party and all costs incurred and fees earned by either Party shall be paid to the other Party.
8. Independent Contractor. The County and City are hereby engaged as an independent contractor, and will be so deemed for purposes of this Agreement and any applicable laws, regulations or policies relating to contracting or employment.

9. Non-assignment. Neither Party shall assign, subcontract, or delegate the responsibility for providing the Services to any other person, firm or corporation without the express written consent of the other Party.
10. Records; Reports. Each party shall maintain records of its costs and expenses under this Agreement for a period of not less than three (3) fiscal years following completion of this Agreement. Upon reasonable advance notice, either Party may, from time to time, inspect, audit, and make copies of the other Party's records relating to this Agreement. Upon the request of either Party, a Party shall, within a reasonable time, provide a written report on the progress of and information related to the work outlined in this Agreement.
11. Indemnification. To the extent of the limitations of the Oregon Tort Claims Act, the Oregon Constitution and the respective charters, each of the Parties hereto agrees to indemnify and hold harmless the other Party, its officers, agents and employees, from and against all third party claims, suits, actions, damages, costs, losses and expenses, including reasonable attorney fees, at trial and on appeal, in any manner resulting from, arising out of, or connected to the Party's performance, or failure to perform, its obligations under this Agreement; except liability arising out of the indemnified party's gross negligence or willful act or omission.
12. Non-Discrimination. The Parties agree that no person shall, on the grounds of race, color, creed, national origin, sex, sexual orientation, marital status, disability, or age, suffer discrimination in the performance of this Agreement.
13. Non-Appropriation. In the event sufficient funds are not be appropriated for the payment of consideration required to be paid under this Agreement, and if the Party owing payment to the other has no funds legally available for consideration from other sources, then either may terminate this Agreement pursuant to Section 7 of this Agreement. In the event of such termination, both Parties shall immediately cease their performance of their obligations under this Agreement.
14. Legal Fees. In the event any action, suit or proceeding, including any appeals therefrom, is brought for failure to observe or perform any of the terms of this Agreement, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
15. Nonwaiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.
16. Time of Essence. The Parties agree that time is of the essence in this Agreement.
17. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

18. Venue. Venue relating to this Agreement shall be in the circuit court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
19. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remainder of this Agreement.
20. Entire Agreement. This Agreement 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 for the specific purpose given. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not contained within the terms of this Agreement.
21. Authorization. The Parties, by signature of respective authorized representatives below, hereby acknowledge that they have reviewed, understand and agree to the terms and conditions of this Agreement.

Dated this _____ day of _____, 2022

**BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

Henry Heimuller, Chair

Margaret Magruder, Commissioner

Casey Garrett, Commissioner

Approved as to Form:

Office of County Counsel

CITY OF ST. HELENS

Mayor

Attested:

City Recorder

Approved as to Form

City Attorney

**CITY OF ST. HELENS - CITY OF COLUMBIA CITY
INTERGOVERNMENTAL AGREEMENT
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

PARTIES

This Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Columbia City, a municipal corporation of the State of Oregon (“Columbia City”) and the City of St. Helens, a municipal corporation of the State of Oregon (“St. Helens”), which hereinafter may be referred individually as “Party” or collectively as “Parties.

RECITALS

WHEREAS, by the authority granted in ORS 190.010, a local government may enter into an intergovernmental agreement with another local government to perform any and all functions that a party to the agreement, its officers or agencies, have the authority to perform; and

WHEREAS, St. Helens conducts building inspections and plan review services upon request by applicants to review compliance with state and local building codes (the “Services”); and

WHEREAS, building inspectors, supervisors and managers employed by St. Helens have the appropriate accreditation, experience and knowledge in the interpretation of and application of building regulations; and

WHEREAS, Columbia City desires to engage St. Helens to provide the Services; and

WHEREAS, St. Helens desires and is able to provide the Services to Columbia City at a high level of professional and technical services at a cost less than the fees paid to Columbia City by permit applicants; and

WHEREAS, St. Helens and Columbia City desire to set forth the terms and conditions for the Services in this Agreement.

AGREEMENT

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which are hereby acknowledged, it is hereby agreed to between the parties as follows:

1. **Effective Date.** This Agreement is effective on the last date signed by the parties below.
2. **Term.** This Agreement shall commence on the Effective Date and shall expire on June 30, 2023 (the “Initial Term”), unless terminated earlier pursuant to this Agreement. This Agreement shall automatically renew for one (1) year terms (each, “Renewal Term”) unless either party provides written notice not to renew the Agreement no later than sixty (60) days prior to the end of the then-current term.

3. Services. St. Helens agrees to provide the Services as further defined below:

a. Building Inspection Services

- i. These services include the performance of inspections to determine compliance with approved plans, Columbia City ordinances and applicable adopted Oregon State Building Codes (including Building, Plumbing, and Mechanical).
- ii. St. Helens shall perform the inspections within 48 hours of receipt of the request and shall provide an inspection report to Columbia City for delivery to the applicant, or, if requested by Columbia City, to both Columbia City and the applicant.

b. Plan Review Services

- i. Plan reviews shall be completed within the following time periods, as dependent on the type of plan review being performed:
 1. Within seven (7) business days for one and two family residential buildings, additions and related work;
 2. Within twelve (12) business days for multi-family residential, mixed use and non-residential buildings (normal complexity);
 3. Within fifteen (15) business days for multi-family residential, mixed use and non-residential buildings (unusual complexity).
- ii. The level of complexity for multi-family residential, mixed use and non-residential buildings shall be determined by St. Helens upon receipt of the plan review matter.

Notwithstanding the service goals outlined above, St. Helens reserves the right to prioritize its own building inspection and plan review work. If St. Helens is unable to complete the Services within the time periods established in this Agreement, St. Helens shall notify Columbia City within twenty-four (24) hours of the request for Services.

4. Compensation/Invoicing. Compensation shall be as follows:

- a. Non-Residential and Mixed Use Plan Review and Inspections: 75% of permit fees.
- b. Residential Plan Review and Inspection: 75% of permit fees.
- c. Building Code Administration, Interpretation, and Enforcement without a permit: \$75/hr. Billed in 1/2 hour increments

On or after the first business day of the month, St. Helens shall submit to the Columbia City Contract Representative (as identified below) an invoice for the Services performed during the immediately preceding month. Columbia City shall transmit payment of invoiced and approved items to St. Helens within twenty-five (25) days after the date of

the invoice. Payments not made in accordance with this provision shall be subject to a one and one-half percent (1.5%) late charge monthly until paid.

5. Permit fees. Permit fees collected by Columbia City will be consistent with the current fee schedule on record with the State of Oregon Building Codes Division. All Columbia City system development charges, planning fees, City surcharges, local ordinance fees and the State Building Code surcharge fees (12%) will be collected by Columbia City.
6. Compliance with Laws. It shall be St. Helens' responsibility to determine compliance with all applicable building, health and sanitation laws and codes, and with other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions, and rules.
7. Contract Representatives. Contract representatives for this Agreement are the following:

For St. Helens:

Michael De Roia, Building Official
City of St. Helens
265 Strand Street
St. Helens, Oregon 97051
Email: mderoia@sthelensoregon.gov

For Columbia City:

Michael McGlothlin, City Administrator
City of Columbia City
PO Box 189
1840 Second Street
Columbia City, OR 97018
Email:

All correspondence shall be sent to the above addresses when written notification is necessary. Representatives of the parties to this Agreement can be changed or substituted by either party providing written notice to the other party at the provided addresses.

8. Termination. This Agreement may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other party. In the event St. Helens fails to substantially perform the work in a manner satisfactory to Columbia City, or Columbia City fails to make timely payments for work invoiced by St. Helens (each considered a "Default"), this Agreement may be terminated immediately by the non-Defaulting Party and all costs incurred and fees earned by St. Helens prior to the termination shall be paid by Columbia City to St. Helens.
9. Independent Contractor. St. Helens is hereby engaged as an independent contractor, and will be so deemed for purposes of this Agreement and any applicable laws, regulations or policies relating to contracting or employment.
10. Assignment. Columbia City hereby expressly consents to any assignment, subcontract, or delegation of the Services by St. Helens, in its sole discretion, to any other person, firm or

corporation.

11. Records; Reports. Each party shall maintain records of its costs and expenses under this Agreement for a period of not less than three (3) fiscal years following completion of this Agreement. Upon reasonable advance notice, either Party may, from time to time, inspect, audit, and make copies of the other Party's records relating to this Agreement. Upon the written request of Columbia City, St. Helens shall, within a reasonable time, provide a written report on the progress of and information related to the work outlined in this Agreement.
12. Indemnification. To the extent of the limitations of the Oregon Tort Claims Act, the Oregon Constitution and the respective charters, each of the Parties hereto agrees to indemnify and hold harmless the other party, its officers, agents and employees, from and against all third party claims, suits, actions, damages, costs, losses and expenses, including reasonable attorney fees, at trial and on appeal, in any manner resulting from, arising out of, or connected to the Party's performance, or failure to perform, its obligations under this Agreement, except liability arising out of the indemnified party's gross negligence or willful act or omission.
13. Non-Discrimination. St. Helens agrees that no person shall, on the grounds of race, color, creed, national origin, sex, sexual orientation, marital status, disability, or age, suffer discrimination in the performance of this Agreement.
14. Non-Appropriation. In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Agreement, and if Columbia City has no funds legally available for consideration from other sources, then either Party may terminate this Agreement pursuant to Section 8 of this Agreement. In the event of such termination, St. Helens may immediately cease its performance of its obligations under this Agreement.
15. Legal Fees. In the event any action, suit or proceeding, including any appeals therefrom, is brought for failure to observe or perform any of the terms of this Agreement, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
16. Non-Waiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.
17. Time of the Essence. The Parties agree that time is of the essence in this Agreement.
18. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
19. Venue. Venue relating to this Agreement shall be in the circuit court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
20. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a

separate, distinct and independent provision and such holdings shall not affect the validity of the remainder of this Agreement.

21. Entire Agreement. This Agreement 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, regarding this Agreement that are not contained within the terms of this Agreement.
22. Authorization. The Parties, by signature of respective authorized representatives below, hereby acknowledge that they have reviewed, understand and agree to the terms and conditions of this Agreement.

DATED this _____ day of _____, 2022.

CITY OF COLUMBIA CITY:

Approved by the City Council: _____

Mayor

Attested:

City Recorder

Approved as to Form:

City Attorney

CITY OF ST HELENS:

Approved by the City Council: _____

Mayor

Attested:

City Recorder

Approved as to Form:

City Attorney

City of St. Helens

AMENDMENT OF PERSONAL SERVICES AGREEMENT

This Amendment is made on October 10, 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 Buy America Evaluation. The Scope of Work and terms of compensation for the Buy America Evaluation 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.

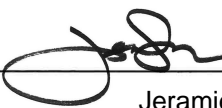
ST. HELENS:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon municipal corporation

MAYER/REED, INC

By: 
Name: John Walsh
Its: City Administrator

By: 
Name: Jeramie Shane
Its: Vice President

October 6, 2022

St. Helens Riverwalk

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

Re: St. Helens Riverwalk – Buy America Evaluation

Dear Jennifer and John:

Thank you for the opportunity to continue working with the City of St. Helens on the Riverwalk project.

We understand that the Infrastructure Investment and Jobs Act (IIJA) of 2021 includes the Build America, Buy America Act (BA Act), which took effect in summer of 2022. The BA Act requires any project receiving federal assistance use iron, steel, manufactured products, and construction materials produced in the United States. The St. Helens Riverwalk is now subject to the BA Act through the Land & Water Conservation grant that is funding a portion of the project, although this requirement was not in place when the project applied for the funds.

Mayer/Reed is submitting a scope and fee for additional services to perform the following:

- Research availability and cost of Riverwalk products and materials subject to BA and recommend to the city if the Riverwalk project should pursue a waiver or compliance with BA requirements.
- Recommend what, if any, Riverwalk components the city should purchase prior to January 2023 as owner furnished/contractor installed (OFICI) items under the Adjustment Period General Applicability Waiver.

Please see the attached scope of work and fee proposal, which include a detailed list of tasks along with assumptions and exclusions. The estimated fee for the Buy America Evaluation is \$30,602 including project expenses. Design fees shall be billed on a time and materials not to exceed basis.

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

Sincerely,

Mayer/Reed, Inc.



Jeramie Shane
Principal and Landscape Architect

St. Helens Riverwalk Buy America Evaluation - Scope of Work

Task 1: Develop Costing Assumptions

- 1.1 Classify project items per BA requirements¹ as 1) iron and steel, 2) manufactured product, 3) construction materials, or 4) exempt. Include PSC and NAICS code for each item, see preliminary list below.
- 1.2 Revise cost assumptions to address BA compliance. This may take the form of redlined specifications or additional narrative assumptions. Research and identify domestic sources for manufactured products.

Task 1 Deliverables:

- Redlined specifications or cost assumptions narrative.

Task 2: Develop Cost Estimate

- 2.1 Develop direct construction cost estimate for BA compliant Riverwalk. Document market research and industry outreach to find unit pricing for domestically sourced products. Develop cost comparison for typical vs. Buy America compliance, based on Riverwalk 60% design estimate.
- 2.2 Develop soft cost estimate for BA compliance. Document market research & industry outreach to find unit pricing for domestically sourced products. Develop soft cost comparison for typical vs. Buy American compliance.
- 2.3 Prepare design team recommendations regarding 1) pursuit of waiver(s) or compliance with BA requirements and 2) purchase of Riverwalk components prior to January 2023 as OFCI.

Task 2 Deliverables:

- Recommendations Memo, 1-page summary
- Direct Construction Cost Estimate Comparison
- Soft Cost Estimate Comparison

Assumptions & Exclusions:

- This study is based on a previously completed takeoffs and cost estimate (i.e. 60% design estimate).
- Based on Riverwalk design only; excludes Park Improvements, see 60% design site plan with boundary line (attached). Excludes all work by architecture consultant.
- City to lead waiver application process and communication with the project grant liaison.
- Cost comparison data to be publicly available and can be provided in lieu of proprietary pricing information. No contractor bids are required to satisfy documentation.
- Scope developed based on latest available direction from the Office of Management and Budget, Made in America Office, and the Department of the Interior.
- There will be up to two virtual meetings between the project team and City staff to review work products and recommendations.

¹ As defined in the Memorandum M-22-11 for heads of executive departments and agencies from Shalanda D. Young, Director of the Office of Management and Budget, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure", April 18, 2022.

St. Helens Riverwalk - Buy America Evaluation - Fee Proposal

Item #11.

BA = Buy America

Task 1 Develop Costing Assumptions

- 1.1 Classify project items per BA requirements
- 1.2 Provide revised assumptions to address BA compliance

Subtotal Hours

Subtotal Fees

Total Task 1 Fees**Task 2 Develop Cost Estimate**

- 2.1 Develop direct construction cost estimate for BA compliant Riverwalk
- 2.2 Develop soft cost estimate for BA compliance
- 2.3 Prepare design team recommendations memo

Subtotal Hours

Subtotal Fees

Total Task 2 Fees

Subtotal

Expenses

Total Fee

Consultant

Mayer/Reed

Role
Staff Name

Billing Rate

\$ 22,591**\$ 8,011**

\$ 30,602

\$ -

\$ 30,602
Principal in Charge
 Jeramie Shane

\$215

Project Manager
 Shannon Simms

\$140

Design Lead

\$115

Visual Communications
 Kathy Fry

\$215

Design Lead

\$155

FIRM TOTAL**\$ 7,230****\$ 1,120**

\$ 8,350

\$ 8,350

St. Helens Riverwalk - Buy America Evaluation - Fee Proposal

Item #11.

BA = Buy America

Task 1 Develop Costing Assumptions

- 1.1 Classify project items per BA requirements
- 1.2 Provide revised assumptions to address BA compliance

Subtotal Hours

Subtotal Fees

Total Task 1 Fees**Task 2 Develop Cost Estimate**

- 2.1 Develop direct construction cost estimate for BA compliant Riverwalk
- 2.2 Develop soft cost estimate for BA compliance
- 2.3 Prepare design team recommendations memo

Subtotal Hours

Subtotal Fees

Total Task 2 Fees

Subtotal

Expenses

Total Fee

Otak					
PIC/Sr. PM Civil Timmins (PIC)	CM Doc Specialist III Flett (PM)	Civil Engineer VIII Green (Civil)	Civil Engineer IX Businan (Civil)	Civil Engineer IX Clark (Structural)	FIRM TOTAL
\$256	\$132	\$177	\$198	\$198	
	10.0	18.0	5.0	5.0	
	8.0	6.0	12.0	12.0	
0.0	18.0	24.0	17.0	17.0	
\$ -	\$ 2,376	\$ 4,248	\$ 3,366	\$ 3,366	
					\$ 13,356
	6.0	3.0	3.0	3.0	
0.0	6.0	3.0	3.0	3.0	
\$ -	\$ 792	\$ 531	\$ 594	\$ 594	
					\$ 2,511
					\$ 15,867
					\$ 15,867

Task 1 Develop Costing Assumptions

- 1.1 Classify project items per BA requirements
- 1.2 Provide revised assumptions to address BA compliance

Subtotal Fees

Total Task 1 Fees

Task 2 Develop Cost Estimate

- 2.1 Develop direct construction cost estimate for BA compliant Riverwalk
- 2.2 Develop soft cost estimate for BA compliance
- 2.3 Prepare design team recommendations memo

Subtotal Fees

Total Task 2 Fees

Expenses

Total FeePage 106

Task 1 Develop Costing Assumptions

- 1.1 Classify project items per BA requirements
- 1.2 Provide revised assumptions to address BA compliance

Subtotal Fees

Total Task 1 Fees

Task 2 Develop Cost Estimate

- 2.1 Develop direct construction cost estimate for BA compliant Riverwalk
- 2.2 Develop soft cost estimate for BA compliance
- 2.3 Prepare design team recommendations memo

Subtotal Fees

Total Task 2 Fees

Expenses

Total FeePage 107

		Total Task Fee	Task %	Mayer/Reed Prime - Landscape Architecture,		OTAK Civil, Structural, Consturction		ACC Cost Estimating		PAE Electrical, Lighting	
Task 1	Develop Costing Assumptions	\$ 22,591	74%	\$ 7,230	32%	\$ 13,356	59%	\$ -	0%	\$ 2,005	9%
	1.1 Classify project items per BA requirements										
	1.2 Provide revised assumptions to address BA compliance										
Task 2	Develop Cost Estimate	\$ 8,011	26%	\$ 1,120	14%	\$ 2,511	31%	\$ 4,380	55%	\$ -	0%
	2.1 Develop direct construction cost estimate for BA compliant Riverwalk										
	2.2 Develop soft cost estimate for BA compliance										
	2.3 Prepare design team recommendations memo										
Total Fee		\$ 30,602		\$ 8,350	27%	\$ 15,867	52%	\$ 4,380	14%	\$ 2,005	7%
Expenses		\$ -	0%								
Total		\$ 30,602	100%								

After Recording Mail To:

Randall B. Bateman, Esq.
 Bateman Seidel
 1000 SW Broadway, Suite 1910
 Portland, Oregon 97205

THIRD AMENDMENT TO GROUND LEASE

DATED: As of September 9, 2022 ("Effective Date")

BETWEEN:

CITY OF ST. HELENS, ("Landlord")
 Oregon, an Oregon
 municipal corporation

AND

7TH STREET LOFTS ("Tenant")
 CONDOMINIUM
 OWNERS ASSOCIATION,
 LLC, an Oregon limited
 nonprofit corporation

THIS THIRD AMENDMENT TO GROUND LEASE ("**Third Amendment**") is dated as of the Effective Date and is between Landlord and Tenant.

RECITALS:

A. Landlord and 7th Street Container Lofts LLC, an Oregon limited liability company, entered into a Ground Lease dated as of August 12, 2018 (as amended by that certain First Amendment to Ground Lease dated as of June 1, 2021 and Second Amendment to Ground Lease dated as of October 31, 2022 the "**Lease**"), covering the real property described as Lots 16, 17, 18 and 19, Block 62, CITY OF ST. HELENS, in the City of St. Helens, Columbia County, Oregon more fully described in Exhibit A hereto. The Lease was assigned to 7th Street Lofts Owner's Association ("**Tenant**"), pursuant to an Assignment of Ground Lease dated May 18, 2022, and recorded in the real property records of Columbia County, Oregon under Recording Number 2022 – 004945.

B. Terms using initial capital letters in this Third Amendment that are not otherwise defined shall have the meanings given to them in the Lease.

C. Landlord and Tenant desire to amend the Lease and enter into this Third Amendment to evidence the same.

NOW, THEREFORE, based upon the foregoing Recitals, and the mutual covenants hereinafter set forth, Landlord and Tenant agree as follows:

AGREEMENT:

1. **Use (Section 1.3.1 of the Lease).** Section 1.3.1 of the Lease is replaced and modified in its entirety as follows:

"1.3.1 Tenant shall use the Premises solely for the development, construction and operation of the 7th Street Container Lofts (which may be operated under such other names as Tenant may select). The Units may be sold by Tenant to home buyers ("Unit Owners"). Units may be rented or Leased by Tenant (and for avoidance of doubt, by 7th Street Container Lofts, LLC) or by any Unit Owner (and for avoidance of doubt, 7th Street Container Lofts, LLC) upon such terms and conditions as Tenant, 7th Street Container Lofts, LLC and/or Unit Owners may determine."

2. **Revision of Condominium Documents.** Landlord and Tenant authorize without further action 7th Street Container Lofts LLC to amend any documents related to the condominium regime (including Condominium Declaration and Bylaws) to allow the rental of Units as set forth in Section 1 above.

3. **Full Force and Effect.** As otherwise expressly modified herein, the Lease remains in full force and effect in accordance with its terms.

[This space left blank intentionally – signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant execute this Amendment as of the date set forth above.

“LANDLORD”

CITY OF ST. HELENS, an Oregon municipal corporation

By: _____
 Name: _____
 Title: City Administrator

By: _____
 Name: _____
 Title: City Recorder

“TENANT”

7TH STREET LOFTS CONDOMINIUM OWNERS ASSOCIATION, INC.
 an Oregon nonprofit corporation

By: _____
 Carl T. Coffman, its President

(notarial jurats on following page)

STATE OF OREGON)
) ss.
 County of Columbia)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, _____ as the City Administrator of the City of St. Helens, an Oregon municipal corporation, on behalf of such municipal corporation.

 Notary Public for Oregon
 My commission expires: _____
 Commission No.: _____

STATE OF OREGON)
) ss.
 County of Columbia)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, _____ as the City Recorder of the City of St. Helens, an Oregon municipal corporation, on behalf of such municipal corporation.

 Notary Public for Oregon
 My commission expires: _____
 Commission No.: _____

STATE OF OREGON)
) ss.
 County of Clackamas)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Carl T. Coffman, as the President of 7th Street Lofts Condominium Owners Association, an Oregon nonprofit corporation, on behalf of such corporation.

 Notary Public for Oregon
 My commission expires: _____
 Commission No.: _____

Exhibit A**Legal Description of Premises:**

LOTS 16, 17, 18, AND 19, BLOCK 62, "SAINT-HELENS", COLUMBIA COUNTY PLAT RECORDS, LOCATED IN THE S.E. 1/4 OF SECTION 33, T.5N., R.1W., W.M., CITY OF SAINT HELENS, COLUMBIA COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, BEING A 5/8" IRON ROD WITH A RED PLASTIC CAP MARKED "CENTERLINE CONCEPTS" FOUND AT THE EAST CORNER OF LOT 4 OF SAID BLOCK 62; THENCE ALONG THE NORTHEAST LINE OF SAID LOT 4, AND CONTINUING ALONG THE NORTHEAST LINES OF LOTS 5, 6, AND 7 OF SAID BLOCK 62, NORTH 15°28'02"W 232.00 FEET TO THE NORTH CORNER OF SAID LOT 7; THENCE ALONG THE SOUTHEAST LINE OF LOT 15 OF SAID BLOCK 62, NORTH 74°37'36" EAST, 100.00 FEET TO THE EAST CORNER THEREOF; THENCE ALONG THE SOUTHWEST RIGHT OF WAY LINE OF NORTH 7TH STREET, BEING 40.00 FEET SOUTHWEST OF THE CENTERLINE THEREOF WHEN MEASURED AT RIGHT ANGLES, SOUTH 15°28'02" EAST, 232.00 FEET TO THE NORTH CORNER OF LOT 20 OF SAID BLOCK 62; THENCE ALONG THE NORTHWEST LINE OF SAID LOT 20, SOUTH 74°37'36" WEST, 100.00 FEET TO THE INITIAL POINT.

~~Original~~Third Amendment to Lease Revised Section 1.3.1

~~1.3.1—~~"1.3.1 Tenant shall use the Premises solely for the development, construction and operation of the 7th Street Container Lofts (which may be operated under such other names as Tenant may select). The Units ~~will each~~may be sold by Tenant to home buyers (~~"Unit Owners"~~"). Units may ~~not~~ be rented or ~~leased, either~~Leased by Tenant ~~or by Unit Owners as the landlord, provided, however, that Units may be rented or leased only for a term of one (1) year or thereafter successive terms of no longer than one (1) year each: (a) if short term rental is required by law or in order to accommodate short term family transitions (such as following the death of a Unit Owner and the closing of such Unit Owner's probate estate); or (b) for Units not sold to a Unit Owner within twelve (12) months of Substantial Completion of the Project which may be leased after such 12-month period. "Substantial Completion" means the issuance of a temporary certificate of occupancy from Landlord or an equivalent level of completion of the construction of the Project if no temporary certificate of occupancy is sought or issued before the final certificate of occupancy.~~(and for avoidance of doubt, by 7th Street Container Lofts, LLC) or by any Unit Owner (and for avoidance of doubt, 7th Street Container Lofts, LLC) upon such terms and conditions as Tenant, 7th Street Container Lofts, LLC and/or Unit Owners may determine."

Document comparison by Workshare 10.0 on Friday, September 2, 2022 8:31:46 AM

Input:	
Document 1 ID	file:///K:/61317 Norway Construction LLC/002 7th Street Development/Ground Lease/Original Ground Lease Section 1.3.1.docx
Description	Original Ground Lease Section 1.3.1
Document 2 ID	file:///K:/61317 Norway Construction LLC/002 7th Street Development/Ground Lease/Third Amendment to Lease Revised Section 1.3.1.docx
Description	Third Amendment to Lease Revised Section 1.3.1
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	8
Moved from	0
Moved to	0
Style change	0
Format changed	0

Total changes	16
---------------	----

CONDOMINIUM DISCLOSURE STATEMENT FOR 7th STREET LOFTS CONDOMINIUM

THIS CONDOMINIUM DISCLOSURE STATEMENT discloses certain pertinent information about 7th STREET LOFTS CONDOMINIUM (the "**Condominium**"), located at 245 N. 7th Street, in the city of St. Helens, Columbia County, Oregon. This Disclosure Statement has been prepared by 7th Street Container Lofts LLC, an Oregon limited liability company (the "**Developer**"). Developer's telephone number is (503) 656-7000, and its address is 13014 Clackamas River Drive, P.O. Box 387, Oregon City, Oregon 97045-1171.

On the date this Disclosure Statement was issued, Developer had prepared and submitted to the Oregon Real Estate Agency a form of Declaration submitting the Condominium to condominium ownership and a form of Bylaws of 7th Street Lofts Condominium Owners Association (the "**Association**"). Developer will record in the Deed Records of Columbia County, Oregon, a final Declaration submitting the Condominium to condominium ownership and final Bylaws of the Association. The final Declaration submitting the Condominium to condominium ownership is referred to in this Disclosure Statement as the "**Declaration**," and the final Bylaws of the Association are referred to in this Disclosure Statement as the "**Bylaws**."

General Description of Condominium

The project consists of eight (8) units. Each unit consists of two (2) standard shipping containers joined together. Each shipping container is eight (8) feet wide and forty (40) feet long. The two shipping containers are joined together creating one unit of approximately five hundred eight (580) square feet. Four of the eight units are located on the ground ("**Ground Units**"). The other four units are stacked on top of the Ground Units (the "**Upper Units**"). The Ground Units are connected to the Upper Units by structural connections. The Upper Units are accessed by two stair cases that lead to an open air walkway that provides access to each of the Upper Units. The Ground Units have a non-covered deck located on the backside of each of the Ground Units. The Upper Units have a non-covered deck located on the backside side of each of the Upper Units. The Upper Units have a canopy that extends over each of the Upper Unit Decks.

A Unit may have one or more dents resulting from prior shipping use or installation as part of the Condominium.

A framed roof will extend over the Upper Units.

Each Unit is a one bedroom unit. The floor plan for the Units are attached as Exhibit D.

The exterior walls of the Units consist of fourteen gauge steel (from the joined storage containers).

The Condominium includes twelve (12) parking spaces (the "**Project Parking Lot**") and a location for a trash enclosure as shown by the Site Plan and draft plat attached as Exhibit D. The use of the Project Parking Lot shall be determined by the board of directors of the Association. The Unit does not include a designated parking space for the exclusive use by a Unit Owner. The Condominium additionally includes a parking area which includes six (6) parking spaces, one of which is designated handicap as shown on the Site Plan (the "**City Parking Lot**"), which are closest (adjacent) to North 7th Street and are marked by cross-hatching on the Site Plan. Although the City Parking Lot is part of the Condominium, the City Parking Lot provides parking for the general public and pursuant to the Ground Lease (as such term is defined below), the Condominium Association is required to erect and maintain signage that the City Parking Lot is available for public parking.

The Condominium is located across the street from a baseball field and park.

Hot water will be provided to Unit owners as an Association common expense by means of three "on demand" commercial gas water heaters located on the northwest side of Unit 1. Water for each of the Units and the natural gas for the water heater will be provided as a common expense of the Association.

Each Unit will have its own separate electric meter and each Unit owner will be responsible for payment of electric costs for such Unit. There will be a "house meter" for electricity used in the Condominium common areas (e.g. parking lot, landscape meter, emergency lighting) and the cost for such electricity will be a common expense of the Association. Lights on the outside of each unit are used as egress lighting and controlled by the house meter. These lights will be on during dark hours to provide lighting to front doors at both floors.

Each unit is insulated by a high quality, environmentally friendly, closed cell spray foam. This provides a very high R-value per inch, while also eliminating the possibility of condensation. This superior insulation exceeds build standards for new homes by more than 10%. Additional natural insulation results from stacking the units that makes the Units more energy efficient.

Developer is offering a fee ownership interest in a unit to the prospective purchaser. The owner of a unit also receives a one-eighth undivided interest, in common with other unit owners, in the "common elements," including the "general common elements" described in Article 5 of the Declaration. See Article 7 of the Declaration. In addition, each unit owner also receives the exclusive right to use those "**limited common elements**" that pertain to his or her unit. The limited common elements consists of the decks that adjoin the units (see Article 6 of the Declaration).

Declarant has completed the construction, assembly and installation of the Units on the Land.

The Condominium is served by the following utility providers:

Water and Sewer Service:	City of St. Helens
Electricity:	Columbia River PUD
Natural Gas:	Northwest Natural Gas
Cable/Internet	Xfinity, Century Link, Hughesnet

Prospective purchasers may contact these providers for further information on current rates and charges. Access to the project is over public streets. Local services such as fire and police protection, schools, medical facilities and shopping facilities are available in the City of St. Helens.

Leasehold Interest

The underlying interest in the real property that is being submitted to the condominium form of ownership is a leasehold (and not fee) interest, specifically, the tenant's interest in that certain Ground Lease by and between the Declarant, as tenant ("**Tenant**"), and the City of St. Helens, Oregon, an Oregon municipal corporation, as landlord ("**Landlord**"), dated September 12, 2018, as amended by that certain First Amendment to Ground Lease dated June 1, 2021 ~~and~~, that certain Second Amendment to Ground ~~Leased~~Lease dated October 31, 2021, and that certain Third Amendment to Ground Lease dated September __, 2022 and recorded in the real property records of Columbia County (the "**Ground Lease**"). A memorandum of the Ground Lease will be recorded in the real property records of Columbia County, Oregon prior to the recording of the Declaration. A complete copy of the Lease is attached hereto as Exhibit A. Certain terms and conditions of the Lease are described below under the heading "Certain Terms of the Lease." As each prospective purchaser's interest in the Condominium is subject to the terms of the Ground Lease, such prospective purchaser is encouraged to review all terms of the Lease and not just those that are summarized below.

Declarant will assign its interest in the Lease to the Association prior to the sale of the first Unit. After such assignment, the Association will hold the Tenant's interest in the Lease for the benefit of the Unit Owners and shall also be responsible for performing all obligations of the Tenant under the Lease. Notwithstanding the same, each Unit Owner is responsible under the Declaration for complying with the terms of the Lease as to such Unit Owner's Unit.

Certain Terms of the Lease

The initial term of the Lease is fifty (50) years and commenced on September 12, 2018, and is subject to two separate extension options terms of fifty (50) years each (See Section 1.2 of the Lease).

~~Units may not be rented or leased, either by Tenant or by Unit Owners as the landlord, provided, however, that Units may be rented or leased only for a term of one (1) year or thereafter successive terms of no longer than one (1) year each if short term rental is required by law or in order to accommodate short term family transitions (such as following the death of a Unit Owner and the closing of such Unit Owner's probate estate) (See Section 1.3 of the Lease).~~

Units may be rented, including the Declarant, subject to written rental agreements complying with Section 7.7 of the Bylaws.

The initial Base Rent payable by Tenant to Landlord under the Lease is Eight Thousand One Hundred Sixty and no/100 Dollars (\$8,160.00) per year (the “**Rent**”), payable in advance or in twelve (12) equal monthly installments payable on or before the first business day of each calendar month. Rent does not include property tax for the Premises, which will be paid separately by Tenant. As each Unit is sold to a Unit Owner, the Rent allocated to that Unit (one eighth (1/8th) of the Rent is allocated to each Unit, resulting in rent of eighty-five dollars (\$85) per month per Unit, (the “**Unit Rent**”) shall commence and be due and payable from Tenant to Landlord simultaneously with the closing of the sale to the Unit Owner, prorated for any partial initial month of Unit Owner's ownership (See Section 1.4 of the Lease).

After the initial sale of a Unit, any unpaid Unit Rents will be an assessment lien held by the Condominium Association against the Unit and collected and paid to Landlord when the Unit is sold, as provided in Section 1.4.4 of the Lease. The interest of a Unit Owner in its Unit shall not be extinguished by Landlord until after at least ninety (90) days written notice to such Unit Owner of (a) the failure of Tenant (or the Condominium Association as assignee of Tenant) to perform any obligations of Tenant under the Lease, including failure to pay Landlord the Rent required for the entire Project; and (b) the Unit Owner's right to “cure” the Tenant's default by paying the Unit Owner's Unit proportionate share of the Rent directly to Landlord or to commence action to cure any other default attributable solely the Unit Owner's Unit under the Lease and cure such default within a reasonable time thereafter which shall in all events be no less than ninety (90) days and the failure of the Unit Owner and any of its lenders to so “cure” within such ninety (90) days. Provided, however, that if a Unit Owner cannot reasonably cure any default (other than payment of its Unit Rent to Landlord) attributable solely the Unit Owner's Unit, there shall be no continuing default of the Lease as to a Unit Owner and its lienholder, but such Unit Owner, at Landlord's request, shall attorn directly to Landlord. Insolvency of Tenant shall not impair the rights of a Unit Owner, provided that such Unit Owner continues to pay Landlord its Unit Rent directly. This provision is intended to comply with the provisions of ORS 100.445 and all Unit

Owners and their secured lenders have the benefit of Section 1.4.4 of the Lease and the provisions of ORS 100.445.

Under the Lease, Tenant is entitled to a credit against Rent in the amount of \$35,000. Contemporaneous with the conveyance of the first Unit, Declarant shall contribute to the Association \$3804 (the "Declarant's Rent Credit Contribution" and together with the \$35,000 the "Rent Credit Amount). Pursuant to a resolution of the Board of Directors of the Association, the Association shall apply the Rent Credit Amount to reduce the Rent payable by each owner as set forth in the Reduced Rent Schedule attached to the initial projected budget (Exhibit C hereto).

The Tenant is responsible for the payment of all taxes assessed against the Premises and for all utilities used in connection with the Premises (See Section 4.1 and 4.2 of the Lease). Pursuant to ORS 100.555, each Unit (including its allocated interest in the common elements) shall be assessed separately in the name of the unit owner.

The Tenant is required to maintain "all risk" property insurance and commercial general liability insurance (See Section 5.1 of the Lease).

The City leased the Premises to Tenant in its "as is – where is" condition and Tenant fully assumed the risk of any adverse latent or patent physical, structural or environmental conditions may not have been revealed by Tenant's investigations. The Condominium Association as the successor Tenant and the Unit Owner's (to the extent of their respective interests) are subject to the terms of the Lease.

The Tenant is responsible for all ordinary maintenance and repair of the Parking Lot, including the City Parking Lot, including, without limitation, sweeping, landscaping, replacement, striping, and painting. Landlord will not reimburse Tenant for any such maintenance and repair costs for the Parking Lot. Landlord is responsible for (i) any damage beyond ordinary wear and tear to the City Parking Lot caused by City and persons using the City Parking Lot and (ii) removal of trash and debris resulting from use of the adjacent City park by persons apparently using the adjacent City park and parking in the City Parking Lot.

The Ground Lease contains certain provisions for the benefit of Unit Owners and lenders that make mortgage loans to Unit Owners secured by the Units (referred to in Article 7 of the Lease as a "Leasehold Mortgage." These provisions are set forth in Article 7 of the Ground Lease.

Specifically, under the terms of Section 7.12 of the Ground Lease, the City has agreed to pursue its remedies for a breach of or default under the Lease only against the Condominium Association, and not to pursue remedies against the Unit Owners. The City further has agreed not to seek to recover possession of the Premises from the Unit Owners. Any recovery of possession from the Condominium Association shall be subject to the condominium estates of the Unit

Owners and their respective Leasehold Mortgagees. Under the Lease, the City has agreed not to disturb the possession of the Unit Owner and their Leasehold Mortgagees during the term of the Lease notwithstanding a recovery of possession of the Premises from the Condominium Association. A Unit Owner shall have no obligations to the City as to any Unit owned by another Unit Owner and shall have no payment obligations to the City as all such payment obligations are the responsibility of the Condominium Association. Each Unit Owner shall have the right to pay its Unit Rent directly to Landlord if not paid by the Condominium Association. No party is entitled to disturb a Unit Owner's condominium estate other than as may be allowed under the Declaration.

Construction

The Units are constructed and installed in accordance with the Uniform Building Code and are inspected and permitted by the State of Oregon as residences. The land use planning, foundation, and utility connections are governed by approvals from the City of St. Helens.

Sales Agreements - Financing

Developer is not offering any financing to prospective purchasers. Within the time specified in the purchase agreement, each purchaser must apply for loan approval by an institutional lender, or if the purchaser plans to pay in cash without obtaining financing, such purchaser must furnish Developer with any credit information requested by Developer. If the purchaser is unable to obtain a loan on satisfactory terms or to satisfy Developer of the purchaser's ability to pay by the date specified in the purchase agreement and after making diligent efforts to do so, either party may terminate the Unit Sales Agreement and the purchaser's earnest money will be refunded, unless the time for obtaining such credit approval is extended by the parties. If the agreement has not been terminated within the specified financing contingency period, then the purchaser's financing contingency will be deemed waived. Thereafter, if the purchaser is unable to close the purchase because of inability to obtain a satisfactory loan, a change in financial status or a change in loan terms, or for any other reason (other than a breach of the agreement by Developer), then the purchaser's earnest money deposit will be paid to and retained by Developer. See Section 3.2 of the Unit Sales Agreement.

The ability to obtain financing now or in the future on a leasehold condominium is not certain and Declarant makes no representation or warranty of any kind as to the availability of financing for a Unit. The ability for any current or future purchaser to obtain financing for the purchase of the Unit may affect the marketability and value of the Unit now and in the future.

The purchase agreement provides that the purchaser may elect to have professional inspections of the property. If the purchaser notifies Developer of defective conditions disclosed by the reports within the time allotted in the purchase agreement, and Developer does not agree to correct the defective conditions, the purchaser may elect to terminate the agreement and receive a refund of the earnest money deposit. See Section 4.9 of the Unit Sales Agreement.

At closing, the purchaser will be responsible for the recording fee for the deed and warranty, any sales or transfer tax, an initial contribution to the working capital of the Association equal to two months of Association assessments, the next month's assessment for the unit, a pro rata share of the current month's assessment, the purchaser's portion of the escrow fee, any additional premium for title insurance coverage for construction liens, if required, and all fees, costs and expenses in connection with the purchaser's loan, if any, including the premium for any mortgagee's title insurance policy. See Section 5.3 of the Unit Sales Agreement. Any trust deed on

the project will provide for release of individual units as they are sold upon payment of a portion of the sales price to the lender. Closing of each sale is conditioned upon release of the unit from any trust deed.

If \$50,000 or more of original construction on the unit was completed within three months prior to closing, the title insurance policy may not contain any exception for filed or unfiled claims of construction liens.

If the purchaser should fail to make any deposit or payment required under the Unit Sales Agreement, Developer may declare the purchaser to be in default, and, without prejudice to any other rights of Developer, declare the entire amount paid by the purchaser forfeited to Developer. If the purchaser fails to deposit the balance of the purchase price with the escrow agent within the time set forth for closing, Developer may, in lieu of terminating the agreement, require the purchaser to pay to Developer at closing 12 percent per annum of the total purchase price, plus tax and assessment prorates, from such date to the date of actual closing, or pay \$50 per day, whichever is greater. See Section 9.2 of the Unit Sales Agreement.

Each purchaser will receive a warranty in the form attached as Exhibit B.

Certain claims, controversies, or disputes relating to the sale must be resolved through mediation or arbitration. See Sections 10 and 11 of the Unit Sales Agreement.

Common Expenses, Assessments and Budget

The Association has the right to levy assessments against unit owners for the maintenance of the common elements and other purposes. Failure of a unit owner to pay his or her share of assessments will entitle the Association to file and foreclose a lien on the unit or institute an action to recover a money judgment for unpaid common expenses without foreclosing or waiving the lien.

The Bylaws specify that all owners are obligated to pay all assessments imposed by the board of directors on behalf of the Association to meet common expenses of the property. Such assessments will be made by the board of directors in accordance with the terms of the Declaration, which provides that the common profits and common expenses of the Condominium will be allocated to the owner of each unit. See Section 8.1 of the Declaration.

Developer has prepared an initial projected budget of the Association for the operation and maintenance and other common expenses of the Condominium. A copy of the projected budget is attached to this Disclosure Statement as Exhibit C.

NOTICE TO PROSPECTIVE PURCHASERS

THE PROJECTION OF THE BUDGET OF THE ASSOCIATION OF UNIT OWNERS FOR THE OPERATION AND MAINTENANCE AND OTHER COMMON EXPENSES OF THE CONDOMINIUM IS ONLY AN ESTIMATE, PREPARED WITH DUE CARE.

Provisions have been made in the projected budget for a reserve account for replacement of those common elements all or a part of which will normally require replacement in more than one and less than 30 years, for significant future maintenance items as required by the Maintenance Plan established pursuant to Section 7.2 of the Bylaws and for exterior painting if the common elements include exterior painted surfaces. The reserve account need not include those items that could reasonably be funded from operating assessments. The amount of such reserves has been computed on the basis of a reserve study provided by Joel L. Tax, d/b/a Reserve Data Analyst. A copy of the reserve study is attached to this Disclosure Statement as Exhibit E. The information constituting the basis for the reserve assessment is attached to this Disclosure Statement. Except as otherwise provided in the Bylaws, the reserve account may be used only for the purposes for which reserves have been established and must be kept in a separate account. The board of directors must annually conduct a reserve study or review and update an existing study to determine and adjust reserve account requirements. See Section 5.5 of the Bylaws for specific provisions relating to reserves.

Operation and Management of the Condominium

Prospective purchasers should carefully review all of the sections of the Declaration and Bylaws, including those identified below that relate to the operation and management of the Condominium.

As provided in Section 14.1 of the Declaration, no later than the recording of the Declaration Developer will organize an association of unit owners to serve as a means through which the unit owners may take action with regard to the administration, management and operation of the Condominium. The Association will be an Oregon nonprofit corporation. As provided in Section 14.2 of the Declaration, each unit owner will be a member of the Association. The affairs of the Association will be governed by a board of directors as provided in the Bylaws. Each owner will be entitled to one vote for each unit owned by that unit owner. See Section 8.2 of the Declaration.

Article 2 of the Bylaws describes the meetings of the Association and the method of voting by members. Article 3 of the Bylaws describes the board of directors, including the number and qualification of directors, appointment of directors, the powers and duties of the board of directors, meetings of the board of directors, and liability and indemnification of directors, officers and the managing agent. Article 4 of the Bylaws describes the officers of the Association.

Article 5 of the Bylaws describes the budget, expenses, and assessments of the Association, including collection of assessments. Records and audits of records of the Association are discussed in Article 6 of the Bylaws.

Article 7 of the Bylaws sets forth the obligations of the unit owners with respect to the maintenance and use of the units and common elements. A unit owner may be held liable for damages caused by the owner's pets, family, guests, visitors or other occupants of the unit. In addition, Section 7.6 of the Bylaws sets forth the use and occupancy restrictions, such as limitations on commercial activities in units and restrictions on pets, and establishes the ability of the board of directors to adopt additional rules and regulations.

The governing documents contain no provisions resulting in restrictions on alienation of the unit, other than rental restrictions set forth in Bylaws Section 7.7 which prohibit rental of units by Unit Owners other than the Developer. See also Declaration Article 10.

Article 8 of the Bylaws deals with insurance to be carried by the Association and by unit owners. The Association is required to carry property damage insurance on the common elements, Association property and all fixtures, improvements and alterations within units, together with liability, workers' compensation, fidelity and directors' and officers' liability insurance. Unit owners must insure their units and limited common elements for the deductibles under the Association's policies and for insuring their own personal property. Article 9 deals with the method of adopting amendments to the Bylaws. Article 10 relates to dispute resolution, including mediation and mandatory arbitration of disputes.

Rights of Developer

Developer has reserved certain rights in the Unit Sales Agreement, the Declaration, and the Bylaws. Under the Unit Sales Agreements, these rights include the right to substitute materials of equal quality and the right to make such changes or modifications in the details of the plans and specifications of the unit and project as Developer, in Developer's sole opinion, deems appropriate. In the event of a variation, change or modification that materially and adversely reduces the value of the unit, the purchaser will have the right to terminate the Agreement by notice to Developer and the escrow agent given not later than the earlier of (a) within 10 days after notice of the change was given to the purchaser, or (b) at the time of the purchaser's inspection and acceptance of the unit. In the event of such termination, the purchaser's sole remedy will be the return of the earnest money the purchaser previously paid to the escrow agent, plus any interest earned on such amount. If the purchaser fails to terminate the Agreement within such period, the purchaser will be deemed to have accepted such changes and modifications.

The Unit Sales Agreement will not be affected by minor variations in unit size or by modifications to the design, plan or appearance of other units within the Condominium.

Developer has reserved the right to revise or amend the Declaration, Bylaws, and Escrow Agreement to the extent that reasonable changes may be required by governmental authorities, lenders or title insurance companies or that any changes may be required to conform to or utilize the provisions of the Oregon Condominium Act or applicable federal or state law, FannieMae guidelines or FannieMae, Federal Housing Authority or Veterans Affairs regulations, or any amendments or revisions thereto. Any other changes to such documents that materially and adversely affect the purchaser will require the purchaser's consent. If the purchaser does not object to the change within 10 days after notice, the purchaser will be deemed to have approved the change. If the purchaser does object in writing within the 10-day period, Developer may terminate the purchase agreement, in which case the purchaser's earnest money, together with any interest earned on such funds, will be refunded.

Developer has reserved the right to adopt, on behalf of all unit buyers, the initial Bylaws and administrative rules and regulations for the Association, to appoint an interim board of directors of the Association, and to enter into a management agreement on behalf of the Association with a managing agent. Developer has also reserved certain easements over the common elements. See Sections 12.5 and 14.4 of the Declaration.

Developer will have three votes for each unit owned by Developer until the earlier of when Developer has sold 75 percent of the units in the Condominium, or three years from the date of the first conveyance of a unit, and will have the right to appoint the board of directors of the Association until the first organizational and turnover meeting called by Developer. See Sections 3.2 and 33 of the Bylaws. Developer must call the organizational and turnover meeting within three years after the date of the first conveyance of the first unit to a person other than Developer, or within 90 days after Developer has sold and conveyed 75 percent or more of the units in the Condominium, whichever is earlier. See Section 2.2 of the Bylaws. At that meeting, the interim directors will resign and the unit owners will appoint two directors. See Section 3.3 of the Bylaws. In the event of a deadlock by the two directors, the matter will be resolved by mediation or arbitration.

Developer's prior written consent is required for any amendment to the Declaration or Bylaws for a period of 10 years from the date of closing of the sale of the last unit by Declarant to a person other than a successor declarant. See Section 16.2 of the Declaration and Section 9.2 of the Bylaws.

Additional Information

Purchasers should be aware that condominium living differs from detached single- family living in that such structures inherently are subject to some sound transmission from unit to unit and from common areas to units and from street noise. Developer and the general contractor are installing and constructing the units and related improvements to meet building codes and as

approved by the City, the architects and the engineers. Nevertheless, this is a multi-family structure where there will be activities that may cause sound transfer from one unit to another, such as fluid through pipes, music from sound systems and televisions, and noises from other activities. Before deciding to purchase, each prospective purchaser should satisfy himself or herself that the level of sound transmission at this project will be acceptable to the purchaser. This includes checking (personally or through a qualified inspector of the purchaser's choice) the noise level that exists in the unit now and that may exist when other units are occupied.

Developer is making no representation or warranty regarding the existence of or changes in the level of noise, light, air or view benefiting or burdening the unit specifically or the Condominium generally. Purchasers acknowledge that Developer will have no liability if the current level of noise, light, air, or view affecting the unit changes due to future developments. Purchasers acknowledge that as is typical in residential condominiums, the units are not sound-proof and Developer makes no warranty or representation regarding the degree that exterior sounds will infiltrate the unit. Unit occupants may hear some degree of noise from the street, from nearby residences and from nearby common areas. The Association will have the responsibility of enforcing rules against disturbing other members of the Association, but even reasonable levels of noise occurring outside the unit may be audible inside the unit to some degree. Purchasers should obtain independent advice regarding any question concerning sound transmission and any additional insulation desired at the purchasers' expense to further soundproof the unit beyond what is standard.

Any completion date set forth in the unit sales agreement or this Disclosure Statement or otherwise furnished by Developer or Developer's agents, is only an estimate. Developer does not guarantee that the unit will, in fact, be ready for occupancy on such date.

Any square footages of the unit provided by Developer or Developer's agents are approximate and based upon "architectural" measurements taken from architectural plans. Final square footages may differ, and the square footages in the Condominium declaration and plat will be based upon condominium measurement standards, which are not the same as "architectural" measurements and often reflect a smaller square footage than when measured by other methods. Developer does not guarantee any specific square footage.

The project may or may not be built according to the specific plans and specifications in existence on the date of the sales agreement. In any case, no structure is built 100 percent in accordance with its plans and specifications. Minor variations in unit size or modifications to the design plan or appearance of other units within the Condominium, or variations, changes or modifications in the detail of the plans and specifications do not require the purchaser's consent unless they materially and adversely reduce the value of the unit.

The Condominium will need certain periodic maintenance and inspections to ensure the safety of the property and that its various components last for their projected useful lives. The

Maintenance Plan established pursuant to Section 7.2 of the Bylaws identifies the components of the common elements requiring periodic and regularly scheduled maintenance and inspections. Seller may deliver an Owner's Manual to each purchaser that describes the periodic inspections and maintenance required to keep the unit in good condition. Failure to follow the Maintenance Plan or Owner's Manual could impair the safety of the Condominium, reduce the useful lives of its components and increase future maintenance costs and release Developer and its design professionals, contractors and subcontractors and their consultants from claims for loss or damage to the extent that such loss or damage results from such failure to follow the Maintenance Plan or Owner's Manual.

Under the terms of the Unit Sales Agreement, Developer will be liable to the purchaser or the Association for mold, dry rot or other results of water intrusion only to the extent caused by construction defects and will not be liable for damage relating to mold or dry rot (a) caused by sources other than construction defects, such as living conditions and personal living habits, (b) to the extent resulting from failure of the unit owner or the Association to properly manage and maintain the project, including, without limitation, failure to regularly inspect for water intrusion or to maintain caulking and seals, or (c) to the extent resulting from failure to promptly notify Developer of evidence of moisture penetration, mold or dry rot or to permit Developer to inspect or remedy the problem. Developer's responsibility is limited to correcting the construction defect and repairing the resulting damages to the project. Developer will not be responsible for consequential damages such as damages to personal property, personal injury, loss of income or emotional distress.

Units are being offered to the public for the personal use by the purchasers, not for any expectation of profit or return from the unit. Developer is making no representations of any investment potential of the units, including potential for rental income, for resale at a profit, or for any expected tax benefit.

Purchasers should be aware that even though each unit is essentially a separate structure, certain matters must be handled by the incorporated association of owners as provided in the Bylaws. These include, without limitation, common maintenance of the general common elements, master insurance policy, budgets and reserve studies, assessments, maintenance of bank accounts, filing of tax returns and annual renewals with the Oregon Secretary of State and Real Estate Agency. In the event the owners are unable to agree on any matter, it may need to be resolved by mediation or arbitration, which is expensive.

Documents by which Purchasers will be Bound

Prospective purchasers should carefully read all of the documents pertaining to the Condominium by which they will be bound. These documents include the following:

1. Declaration submitting 7th Street Lofts Condominium to Condominium Ownership. The Declaration contains, among other things, provisions describing the units, the common elements, the rights of mortgagees, easements, and Developer's rights.
2. Bylaws of the 7th Street Lofts Condominium Owners Association. This document contains, among other things, provisions relating to the management, use and operation of the Association and the rights and obligations of the unit owners.
3. Plat of 7th Street Lofts Condominium. The plat shows the location of all buildings, the designation, location, dimensions and square footage of the units, the limited common elements, if any, pertaining to each unit and the general common elements of the condominium project.
4. Escrow Agreement between Developer and Columbia County Title & Escrow Services Inc. This document provides for deposit of funds into escrow and outlines a general procedure for the closing of unit sale transactions.
5. Unit Sales Agreement. This document sets forth the rights and obligations of the seller and the purchaser and includes a notice to the purchaser of a statutory right to cancel the transaction within five business days.
6. Articles of Incorporation of the 7th Street Lofts Condominium Owners Association. This document contains provisions outlining the purpose and powers, membership, voting rights and dissolution of the Association.
7. Purchasers should review each of the easements and use restrictions referred to in the preliminary title report which will be furnished to them by Columbia County Title & Escrow Services, Inc.
8. In addition, purchasers may be bound by financing instruments, escrow instructions and provisions of the Oregon Condominium Act. Prospective purchasers should also inquire regarding rules and regulations, if any, that may have been adopted since the date of this Disclosure Statement.

EXHIBIT A

[Attach Copy of Lease]

EXHIBIT B

[Attach Form of Warranty]

EXHIBIT C

[Budget]

EXHIBIT D

[Site Plan and Draft Plat]

EXHIBIT E
[Reserve Study]

EXHIBIT E TO CONDOMINIUM DISCLOSURE STATEMENT (RESERVE STUDY)

K:\61317 NORWAY CONSTRUCTION LLC\002 - 7TH STREET DEVELOPMENT\CONDOMINIUM DOCUMENTS\3. 7TH STREET LOFTS CONDOMINIUM DISCLOSURE STATEMENT (RESIDENTIAL).DOCX

Document comparison by Workshare 10.0 on Friday, September 2, 2022 8:44:04 AM

Input:	
Document 1 ID	file:///K:/61317 Norway Construction LLC/002 7th Street Development/Condominium Documents/3. 7th Street Lofts Condominium Disclosure Statement (Residential) [v6].docx
Description	3. 7th Street Lofts Condominium Disclosure Statement (Residential) [v6]
Document 2 ID	file:///K:/61317 Norway Construction LLC/002 7th Street Development/Condominium Documents/3. 7th Street Lofts Condominium Disclosure Statement (Residential) [v8].docx
Description	3. 7th Street Lofts Condominium Disclosure Statement (Residential) [v8]
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	7
Deletions	5
Moved from	0

Moved to	0
Style change	0
Format changed	0
Total changes	12

AFTER RECORDING, RETURN TO:

Bateman Seidel
1000 SW Broadway, Suite 1910
Portland, Oregon 97205
Attn: Chresten J. Gram

PREPARED BY:

Chresten J. Gram
Bateman Seidel
1000 SW Broadway, Suite 1910
Portland, Oregon 97205

**AMENDMENT TO
DECLARATION SUBMITTING
7th STREET LOFTS CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

**DECLARANT
7th STREET CONTAINER LOFTS LLC**

**AMENDMENT TO
DECLARATION SUBMITTING
7th STREET LOFTS CONDOMINIUM
TO CONDOMINIUM OWNERSHIP**

THIS AMENDMENT TO DECLARATION, pursuant to the provisions of the Oregon Condominium Act, is made and executed by 7th Street Container Lofts LLC, an Oregon limited liability company ("**Declarant**"), and will be effective upon recordation in the Records of Columbia County, Oregon.

Declarant created a condominium known as 7th Street Lofts Condominium, located in the City of St. Helens, Columbia County, Oregon pursuant to that certain Declaration Submitting 7th Street Loft Condominium To Condominium Ownership recorded on the real property records on May 16, 2022 under recording number 2022-004580 (the "**Declaration**"). Declarant desires to amend the Declaration and the Bylaws of the Association pursuant to this Amendment to remove restrictions on the rental of units.

NOW, THEREFORE, Declarant does hereby, amend, declare, and provide as follows:

AMENDMENT

1. **Amendment of Article 10 of Declaration.** Article 10 of the Declaration is amended and rested in its entirety as follows:

**Article 10
USE OF PROPERTY**

Each unit is to be used for residential purposes as described in the Bylaws. Additional limitations on use are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each unit owner is bound by each of these documents.

2. **Amendment of Section 7.6 (a) and (b) of Bylaws.** Section 7.6 (a) and (b) of the Bylaws are amended and restated in their entirety as follows:

(a) Residential use. No commercial activities of any kind may be carried on in any unit or on the Condominium property without the consent of the board of directors of the Association, except activities relating to the sale or rental of units. This provision, however, may not be construed to prevent or prohibit a unit occupant from using the unit as a home office or studio for a permitted home occupation, including meeting with associates, clients or customers on a by- appointment basis, to the extent permitted by applicable zoning codes, subject to the unit owner maintaining any required permits or registrations for such activities with the local jurisdiction.

(b) Use of common elements. The common elements will be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the units. The use, operation, and maintenance of the common elements may not be obstructed, damaged or unreasonably interfered with by any unit owner. Any owner may extend the owner's right of use and enjoyment of the common elements to the members of the owner's family and social invitees, as applicable, subject to reasonable regulation by the board of directors. A tenant who rents a unit shall have the same right to use the common elements as a unit owner for the period of the rental agreement, but this provision will not be deemed to restrict the owner's access to the unit to the extent permitted by the rental agreement.

3. **Amendment of Section 7.7 of Bylaws.** Section 7.7 of the Bylaws is amended and restated in its entirety as follows:

7.7 **Leasing and Rental of Units.** The following apply to all leases and rentals of units:

(a) Any unit owner (and for avoidance of doubt, including Declarant) may rent a unit subject to the following requirements, and the rental agreement will be subject to these requirements whether or not they are included within the rental agreement:

- (1) all rentals must be in writing;
- (2) the unit may not be rented for transient or hotel purposes, and all rentals must be for a term of not less than 30 days;
- (3) the rental must be for the entire unit and not merely parts of the unit; and
- (4) all such rentals are subject in all respects to provisions of the Declaration and these Bylaws.

(b) Any failure of a tenant to comply with the Declaration, Bylaws, and Association rules and regulations, is a default under the lease or rental agreement, regardless of whether the lease or rental agreement so provides. In the event of any such default, the applicable unit owner shall take all actions to cure the default including, if necessary, eviction of the tenant.

(c) If a tenant is in violation of the provisions of the Declaration, Bylaws, or rules and regulations of the Association, the Association may bring an action in its own name or in the name of the unit owner renting the unit to have the tenant evicted or to recover damages, or both. If the court finds that the tenant is violating, or has violated any of the provisions of the Declaration, these Bylaws or the rules and regulations of the Association, the court may find the tenant guilty of unlawful detainer notwithstanding the fact that the unit owner is not the plaintiff in the action or that the tenant is not otherwise in violation of tenant's lease. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or

remedies that the Association may have. If permitted by present or future law, the Association may recover all its costs, including court costs and reasonable attorneys' fees incurred in prosecuting the unlawful detainer action.

(d) The Association must give the tenant and applicable unit owner notice in writing of the nature of the violation, and 20 days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

(e) The unit owner renting a unit shall provide a copy of the Declaration, these Bylaws and all rules and regulations of the Association to each tenant of the unit. By becoming a tenant, each tenant agrees to be bound by the Declaration, these Bylaws and the rules and regulations of the Association, and recognizes and accepts the right and power of the Association to evict a tenant for any violation by the tenant of the Declaration, these Bylaws, and rules and regulations of the Association.

(f) The unit owner renting a unit is responsible for any violations by tenant and is directly responsible for either correcting or eliminating such violations or causing tenant to do the same.

4. **Recordation.** The Amendment will be effective upon recordation in the Deed Records of Columbia County, Oregon, of the Declaration as amended or of the amendment thereto, certified to by the chairperson and secretary of the Association as being adopted in accordance with this Declaration and the provisions of the Oregon Condominium Act, and the Real Estate Commissioner if such approvals are required by the Oregon Condominium Act.

5. **Approval by Association As Tenant.** To the extent necessary, the Association upon the approval of the Board of Directors of the Association hereby approves and joins in this Amendment.

(THIS SPACE INTENTIONALLY LEFT BLANK -
DECLARANT SIGNATURE AND NOTARY JURAT ON FOLLOWING PAGE)

(DECLARANT SIGNATURE PAGE)

7TH STREET CONTAINER LOFTS LLC,
an Oregon limited liability company,

By: NORWAY CONSTRUCTION LLC,
an Oregon limited liability company d/b/a
Relevant Building Company,
Its: Sole and Managing Member

By: _____
Carl T. Coffman, its Manager

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Carl T. Coffman, as the Manager of Norway Construction LLC, an Oregon limited liability company, the Sole and Managing Member of 7th Street Container Lofts LLC, an Oregon limited liability company, on its behalf.

Notary Public - State of Oregon

(THIS SPACE INTENTIONALLY LEFT BLANK -
ASSOCIATION SIGNATURE AND NOTARY JURAT ON FOLLOWING PAGE)

(ASSOCIATION SIGNATURE PAGE)

7TH STREET LOFTS OWNERS ASSOCIATION,
an Oregon nonprofit corporation,

By: _____
Carl T. Coffman, its President

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Carl T. Coffman, as the Manager of Norway Construction LLC, an Oregon limited liability company, the Sole and Managing Member of 7th Street Container Lofts LLC, an Oregon limited liability company, on its behalf.

Notary Public - State of Oregon

**(CITY OF ST. HELENS SIGNATURE AND NOTARY JURAT
ON FOLLOWING PAGE)**

The City of St. Helens hereby consents to this Amendment to Declaration.

CITY OF ST. HELENS

By: _____

Name: _____

Title: City Administrator

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as the City Administrator of the City of St. Helens, an Oregon municipal corporation, on behalf of such corporation.

Notary Public - State of Oregon

(OREGON REAL ESTATE COMMISSIONER SIGNATURE ON FOLLOWING PAGE)

The foregoing amendment is approved pursuant to ORS 100.110, this _____ day of _____, 2022, and in accordance with ORS 100.110(8), this approval automatically expires if this Amendment is not recorded within one year from this date.

OREGON REAL ESTATE COMMISSIONER

By: _____
Steve Strobe, Commissioner

Article 10

USE OF PROPERTY

Each unit is to be used for residential purposes as described in the Bylaws. Additional limitations on use (~~including the prohibition of the rental of units other than a Declarant Allowed Rental (as such term is defined in the Bylaws)~~) are contained in the Bylaws and the rules and regulations adopted pursuant to the Bylaws. Each unit owner is bound by each of these documents.

Article 11

MAINTENANCE OF COMMON ELEMENTS

11.1 **Responsibility for Maintenance.** The necessary work to maintain, repair, or replace the common elements is the responsibility of the board of directors of the Association and will be carried out as provided in the Bylaws. Replacement and repair of wood patios and porches, as well as any structural component of such limited common elements are the responsibility of the Association. The Association's maintenance of the common elements does not include repair or replacement of exterior light bulbs or light fixtures, windows or window glazing, or exterior doors, except to the extent of the proceeds of the Association's insurance or to prevent water intrusion into the common elements at the expense of the Owner (subject to insurance reimbursement) who otherwise has responsibility for such maintenance.

11.2 **Mortgagee's Rights upon Failure to Maintain.** If the Mortgagee of any unit determines that the board of directors is not providing an adequate maintenance, repair, and replacement program for the common elements, such Mortgagee, at its option, may give a notice to the board of directors by delivering it to the registered agent, setting forth the particular defect that the Mortgagee believes exists in the maintenance, repair and replacement program. If the specified defects are not corrected within 90 days subsequent to receipt of such notice, then the Mortgagee, upon written notice to the registered agent that it is exercising its proxy rights, will have the right to attend succeeding annual or special meetings of the Association and to cast a vote for each unit on which it holds a Mortgage on all business coming before such meeting. Such proxy rights will continue until the defects listed on the notice are corrected.

11.3 **Rights of City upon Failure to Maintain.** The provisions of this Declaration and of the Bylaws regarding the maintenance, repair, and replacement of the common elements are deemed to be for the benefit of City of St. Helens, as well as the unit owners, and the City may enforce such provisions by appropriate proceedings at law or in equity.

7.5 **Condemnation.** If any portion of the Condominium is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, notice of the proceeding or proposed acquisition will promptly be given to each unit owner and to each Mortgagee. The Association will represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of any portion of the common elements, and each unit owner appoints the Association to act as his attorney-in-fact for such purposes. All compensation, damages or other proceeds of the taking, other than any award for moving expenses of specific unit owners, is payable to the Association and allocated and distributed as provided in this Section 7.5.

(a) **Complete taking.** If the entire Condominium property is taken, or if all unit owners agree that such a substantial portion of the Condominium has been taken as to make the project obsolete, then the property will be deemed removed from unit ownership. In such event, any proceeds of the condemnation paid to the Association, together with any other proceeds upon sale of the remaining Condominium property, must be distributed among the unit owners and their Mortgagees, as their interests may appear, in accordance with the provisions of the Oregon Condominium Act.

(b) **Partial taking.** If less than the entire Condominium property is taken and the property is not determined to be obsolete as provided in paragraph (a) above, then as soon as practicable the board of directors will, reasonably and in good faith, allocate the award among the units in accordance with the reduction in the value of each unit and its interest in the common elements, compared to the total reduction in value of all units and their interest in the common elements. Any portion of the award allocated to a unit owner under this paragraph must be paid first to all Mortgagees and holders of liens on the unit owner's interest in accordance with the existing priorities, and the balance to the unit owner. If any reconstruction or repair is undertaken as a result of the condemnation, the board may retain and apply such portion of each unit owner's share of the award as is necessary to discharge the owner's liability for any special assessment arising from such reconstruction or repair.

(c) **Dispute Regarding Allocation.** If any unit owner or Mortgagee objects to the allocation determined by the board, the matter will be submitted to arbitration in accordance with Article 10 below. The cost of such determination will be paid out of the proceeds of the condemnation.

7.6 **Restrictions, Requirements and Rules Respecting Use of Condominium Property.** The following restrictions and requirements are in addition to all other restrictions and requirements contained in the Declaration and these Bylaws

(a) **Residential use.** No commercial activities of any kind may be carried on in any unit or on the Condominium property without the consent of the board of directors of

the Association, except activities relating to the sale of units or ~~Declarant Allowed Rental~~ ^{or rental} (as such term is defined below). This provision, however, may not be construed to prevent or prohibit a unit occupant from using the unit as a home office or studio for a permitted home occupation, including meeting with associates, clients or customers on a by- appointment basis, to the extent permitted by applicable zoning codes, subject to the unit owner maintaining any required permits or registrations for such activities with the local jurisdiction.

(b) Use of common elements. The common elements will be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the units. The use, operation, and maintenance of the common elements may not be obstructed, damaged or unreasonably interfered with by any unit owner. Any owner may extend the owner's right of use and enjoyment of the common elements to the members of the owner's family and social invitees, as applicable, subject to reasonable regulation by the board of directors. A tenant who leases a unit from ~~Declarant as a Declarant Allowed Rental~~ shall have the same right to use the common elements as a unit owner for the period of the rental agreement, but this provision will not be deemed to restrict the owner's access to the unit to the extent permitted by the rental agreement.

(c) Offensive or unlawful activities. No noxious or offensive activities may be carried on in any unit nor may anything be done in or placed on any unit or common element that interferes with or jeopardizes the enjoyment of other units or the common elements or which is a source of annoyance to occupants. Unit occupants must exercise extreme care not to make noises that may disturb other unit occupants, including the use of musical instruments, radios, televisions and amplifiers. No unlawful use may be made of the Condominium or in any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof must be observed. Owners and other occupants may not engage in any abusive or harassing behavior, either verbal or physical, or in any form of intimidation or aggression directed at other owners, occupants, guests, or invitees, any director of the Condominium Association, or any property manager engaged by the Condominium Association or its agents or employees, or vendors.

(d) Sound transmission. Declarant and the general contractor have built the building and related structure to meet building codes and as approved by the City, the architects and the engineers. Nevertheless, this is a multi-family building and structure where there will be activities that may cause sound transfer from one unit to another, such as fluid through pipes, music from sound systems and televisions and noises from other activities. Owners may not make holes for mounting flat screen televisions or install speakers or sound equipment on common element walls, without the prior approval of the board of directors.

(e) Animals. No animals or fowls may be raised, kept or permitted within the Condominium or any part thereof, except domestic dogs, cats, and other ordinary household pets kept within a unit. The board of directors has the authority to determine what is an

time to time may adopt, modify or revoke such rules and regulations governing the conduct of persons and the operation and use of the units and common elements as it may deem necessary or appropriate in order to insure the peaceful and orderly use and enjoyment of the Condominium property, including, without limitation, establishment of reasonable administrative fees, such as fees for new owner set-up and owner's packet, move-in and move-out fees, etc. Any action by the board adopting, modifying or revoking any rule or regulation may be overruled by a vote of not less than 75 percent of the voting rights present, in person or by proxy, at any meeting, the notice of which has stated that such adoption, modification or revocation of rules and regulations will be under consideration. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, must be delivered by the secretary promptly to each unit owner and are binding on all unit owners and occupants of all units from the date of delivery.

7.7 Leasing and Rental of Units. The following apply to all leases and rentals of units:

(a) *Any unit owner (and for avoidance of doubt, including Declarant)*
~~Notwithstanding that the Lease may allow rental of units under limited circumstances, except for a Declarant Allowed Rental, units may not be rented or leased. As used herein, "Declarant Allowed Rental" means the rental of a unit by the Declarant if the Declarant has not sold the applicable unit to be rented on or before September 30, 2022. Provided that the lease is a Declarant Allowed Rental, the Declarant must meet each of the following requirements, and the rental agreement will be subject to these requirements whether or not they are included within the rental agreement:~~ *may rent a unit subject to*

- (1) all rentals must be in writing;
- (2) the unit may not be rented for transient or hotel purposes, and all rentals must be for a term of not less than 30 days;
- (3) the rental must be for the entire unit and not merely parts of the unit;
- (4) all such rentals are subject in all respects to provisions of the Declaration and these Bylaws.

(b) Any failure of a tenant to comply with the Declaration, Bylaws, and Association rules and regulations, is a default under the lease or rental agreement, regardless of whether the lease or rental agreement so provides. In the event of any such default, the Declarant shall take all actions to cure the default including, if necessary, eviction of the tenant.

(c) If a tenant is in violation of the provisions of the Declaration, Bylaws, or

renting the unit

rules and regulations of the Association, the Association may bring an action in its own name or in the name of the unit owner, to have the tenant evicted or to recover damages, or both. If the court finds that the tenant is violating, or has violated any of the provisions of the Declaration, these Bylaws or the rules and regulations of the Association, the court may find the tenant guilty of unlawful detainer notwithstanding the fact that the unit owner is not the plaintiff in the action or that the tenant is not otherwise in violation of tenant's lease. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies that the Association may have. If permitted by present or future law, the Association may recover all its costs, including court costs and reasonable attorneys' fees incurred in prosecuting the unlawful detainer action.

the unit owner

(d) The Association must give the tenant and Declarant notice in writing of the nature of the violation, and 20 days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

unit owner renting the unit

(e) The Declarant shall provide a copy of the Declaration, these Bylaws and all rules and regulations of the Association to each tenant of the unit. By becoming a tenant, each tenant agrees to be bound by the Declaration, these Bylaws and the rules and regulations of the Association, and recognizes and accepts the right and power of the Association to evict a tenant for any violation by the tenant of the Declaration, these Bylaws, and rules and regulations of the Association.

unit owner renting a unit

(f) The Declarant is responsible for any violations by tenant and is directly responsible for either correcting or eliminating such violations or causing tenant to do the same.

~~7.8 Failure to Follow Maintenance Plan and Owner's Manual.~~

(a) Association. The Association must perform all inspections and maintenance as recommended by the Maintenance Plan described in Section 7.2 above and make such repairs and maintenance as may be necessary to reasonably address the results of the inspections. Following turnover of control of the Association by Declarant, if the Association fails to follow the maintenance and inspection requirements or fails to perform any maintenance or repairs contained in any inspection report furnished to the Association by Declarant, then neither the Association nor any unit owner will have any claim against Declarant, its Affiliates or design professionals, contractors and subcontractors and their consultants, including without limitation, all of their officers, members, managers, directors, employees, agents and brokers, for loss or damage to the extent that they result from such failure and hereby indemnifies such persons and entities from and against claims by unit owners or other persons or entities for loss or damage resulting from such failure. Nothing in this Section may be construed, however, in derogation of the statutory warranty provided by Declarant to purchasers pursuant to the terms thereof.

~~(b) Unit owners. Each unit owner must perform such inspections of and~~



PARKS AND RECREATION COMMISSION

Monday, September 12, 2022 at 4:00 PM

APPROVED MINUTES

MEMBERS PRESENT

Commissioner Jerry Belcher
 Commissioner Howard Blumenthal
 Commissioner Jacob Woodruff
 Chair Lynne Pettit
 Vice Chair Brandon Sundeen
 Commissioner Scott Jacobson
 Commissioner Dana Lathrope
 Commissioner Carmin Dunn
 Commissioner Paul Barlow

STAFF PRESENT

Lisa Scholl, Deputy City Recorder
 Melisa Gaelrun-Maggi, Parks & Recreation Administrative Assistant
 Tory Shelby, Parks Field Supervisor
 Shanna Duggan, Parks & Recreation Manager
 Doug Morten, City Council President
 Mouhamed Zaher, Public Works Director
 Rachael Barry, Government Affairs Specialist

OTHERS

Emily Martin
 Casey Garrett
 Steve Toschi
 Jennifer Pugsley

CALL TO ORDER – 4:02pm

APPROVAL OF MINUTES

1. Approve Minutes of July 11, 2022
 Motion made by Blumenthal to approve minutes, seconded by Jacobson.
 Voted yea: Belcher, Blumenthal, Woodruff, Sundeen, Jacobson, Lathrope, Dunn.
2. Approve Minutes of August 08, 2022
 Edit made by Pettit to change Barlow to present since he was just late, and to edit members not in attendance at the Sand Island visit to Dunn, Lathrope, Barlow, and Sundeen.
 Motion made by Jacobson to approve minutes, seconded by Blumenthal.
 Voted yea: Belcher, Blumenthal, Woodruff, Sundeen, Jacobson, Lathrope, Dunn.

TOPICS FROM THE FLOOR: From attendees not otherwise of the agenda

- ❖ Steve Toschi talked about Keith Locke's property and wanting to preserve it for the public. He is adamant about preserving parks and public access. He referenced Brenda's talk about more access for people with mobility issues. He clarified that he is here as a resident and not as a Planning Commission member.

NEW BUSINESS**2. Addition of benches and trail extension to Nob Hill - Blumenthal (10 min)**

Blumenthal asked when the next bench will be added. Shelby said maybe within the next week or two. Blumenthal mentioned wanting to gravel up to the new bench. Pettit inquired if this was done with a grant. Blumenthal clarified that this was just volunteers and hoped to get more benches.

4. Crosswalk at Columbia & N Bradley - Barlow (10 min)

Barlow stated that he has had close calls at that crosswalk with cars. He does not know why. He wants to advocate and bring it before the City. He wondered if anyone had anymore to add. Dunn agreed that it was a weird corner and her husband had been in an accident near there. Blumenthal wondered if the police had any grant funds. Duggan suggested that the Commission push forward a recommendation to have Public Works look at it. Zaher stated that a similar subject came forward and they restriped, but people still need to follow the rules. Woodruff wanted to know if they could get flashing lights or speed bump. Zaher said it would then run into cost and if the cost would outweigh the deterrent. Barlow agreed that he would like something done that would be more of a deterrent. Maybe a recommendation for a short-term solution and then a recommendation for a long-term solution. He feels that with all the businesses in the area it needs something done, maybe even a traffic change barrier. Zaher thanked him for bringing it to their attention, he will investigate the problem. Jacobson asked about the possibility of a 3-way stop. Zaher stated that traffic changes require ODOT and have a lot of rules and regulations that are not within their power, but some action will be taken. Pettit asked if they need anything else to make a recommendation. Scholl stated that because Zaher said he would work on it they don't have to.

5. Intergovernmental Agreement - Pettit (10 min)

Pettit wants to look at this more closely, what the budget line is, and to open it up to discussion. Jacobson wanted to know if there was another agreement prior to this. Pettit said yes there was last year that did not come before the Commission. Dunn remembered the IGA from last year and did not feel that the Commission was being left out. Asked Pettit if there are any areas that she feels were missed. Dunn does not feel that the Commission members are experts or that it is their job.

(Barlow arrived late at 4:15 pm)

Dunn asked Duggan how the IGA first came about.

Duggan said that Scappoose Watershed focuses on parks that effect watersheds and are the ones that assessed the parks and created expertise base and volunteer resources. The contract from one year ago was just a starting point that was renewed and adjusted this year to include other parks. Duggan referred to Emily Martin of Scappoose Watershed for any technical questions.

Pettit says she saw the IGA at the City Council Work Session and wants the Commission to talk about anything they might want to change about the IGA. Sundeen feels that a lot of things get done in parks that do not come before the Commission and doesn't know anything about the budget but feels they could do more if they had more tools. Pettit pointed out that some of the dates and signatures on the IGA need updated. Lathrope asked if this type of document should have come through the Commission and had previous documents come through in the past?

Pettit and Dunn explained that previous documents had come through before but felt it was more of an informative manner. Lathrope agreed that in the future she would like to review and comment on future documents if not only for proofing. Blumenthal and Lathrope expressed gratitude for the Watershed Council, they provide help and expertise, but would like more communication.

Belcher feels that if routine maintenance needs to be done, that sort of thing does not need to come before the Commission. Pettit feels that any agreement that involves the Parks & Recreation, especially one that concerns money, should come before the Commission.

Zaher think this is a miscommunication that the Commission should be included, especially when it comes to the budget, he thinks Parks & Recreation is doing a good job. He thinks the Commission could be included more in communication moving forward, and could add comments, maybe before it goes to City Council. Belcher asked what the typical cost for this type of project would be.

Emily Martin said that the contract was for spraying only, not her time. It was about building relationships. It did not include any future services. Zaher added that the IGA is a partnership that included a lot of volunteer time from Scappoose Watershed. Duggan referred to the agreement that has lined out items in the IGA. There is some carryover budget included from professional services from last year.

Woodruff stated that he would just like to know more of what the Parks & Recreation is doing so if people ask. Duggan agreed and referred to reports.

Blumenthal asked if this IGA funds came from the Park budget or the General Fund.

Duggan explained that this came from Park Budget which come from General Fund.

Barry said that the Commission is the greatest advocate for our Parks. When there are IGAs or other opportunities, while communication can always be improved, she encourages them to stay out of the weeds on the details, but to promote new partnerships. Zaher and Woodruff agreed that communication could be improved.

Emily Martin volunteers to provide more information and overlap resources.

Lathrope asked if it would be possible to get a current budget plan so she could get an idea of what is included in the coming year. Zaher replied that the budget is on the City website and is public knowledge and anyone is allowed to come to the City budget meetings.

Duggan followed up that fall and winter is a great time for her to get this information to people and work on projects that need maintenance.

Pettit wanted to pull everyone's attention back to the powers and duties of the Commission. She read them out loud for everyone. She asked that everyone read them and that she is working on three different grants. She does not feel that all the parks need spraying. She is working on educational walks for Dalton Lake. She says she will CC Duggan on all her projects. Sundeen wanted to know if anyone in Parks & Recreation has a certification of spraying.

Shelby replied that it is in the process and that it was slowed down during covid. We can spray in some ways but there are all kinds of different certifications.

Blumenthal suggests always using people who know which native plants should not be sprayed and avoiding collateral damage and choosing the correct time. He said the people Scappoose Watershed used did have that expertise.

Pettit returned to the signatures on the IGA. Duggan and Zaher agreed that the signatures need updated. Pettit said she wants the Commission's concerns addressed as well.

Lathrope and Dunn asked which items specifically Pettit had issues with. Pettit thought the entire IGA should be terminated and started over. Dunn did not think it was the Commission's responsibility to do so. Blumenthal stated he did not have a problem with the IGA. Lathrope agreed that the signatures need updated but did not want to terminate the agreement. Pettit asked about the potential 5-year plan and would the Commission be involved. Duggan explained that the 5-year plan would be with Scappoose Watershed to assess future watershed areas and a sustainability plan that would be discussed with the Commission before implementation. Belcher feels that the current IGA is good and just the signatures need corrected though he would like better communication.

Motion: Belcher made a motion to accept the current IGA with the exception of incorrect signatures.

Pettit asked for clarification of what the natural areas listed are. Emily Martin explained that is to clarify that they are just helping the areas within the parks that impact the watershed priority areas, not planter boxes. Belcher clarified that the part that referenced a 5-year plan is just developing the plan not implementing. And that the Commission would like to be included before the implementation.

Duggan says it will also include budget information. Lathrope says she feels comfortable with this IGA as long as communication stays open.

Belcher reminded everyone that there is a motion on the floor.

Pettit wants to know how many staff members from Scappoose Watershed will be working on this project. Emily Martin stated that it will mostly just be her part-time, but maybe some members from other Watershed or Estuary groups to judge sediment loss. Pettit asked Emily Martin how much the contractors charge per hour. Emily says that it varies depending on the task.

Duggan referred to the line items in the IGA plan and that most of these things would be explained in detail in the coming 5-year plan. Pettit wanted the professional services fund explained to her.

Duggan explained that it included many things like training, repairs, and tangible items.

Motion: Belcher drew attention back to his motion, Dunn seconded.

Pettit wanted to know what would happen if Scappoose Watershed got another director.

Duggan said they can always make an amendment.

Asked for vote.

Voted yea: Belcher, Blumenthal, Woodruff, Sundeen, Jacobson, Lathrope, Dunn.

6. Nob Hill handrail - Blumenthal (10 min)

Blumenthal said it is great to have a handrail. It was a surprise to see it in the middle of the staircase. He feels it impedes family walking and thinks that people will walk over the edges of the stairs where he is working to get plants to grow to combat erosion. He is especially concerned with the growing traffic

of Halloweentown coming. He wishes for more communication between Parks & Recreation and Friends of Nob Hill. Jacobson stated that part of the problem is they don't know who to communicate with. Blumenthal says it all come back to communication with past and current issues. Pettit encouraged everyone to read their powers and responsibilities.

OLD BUSINESS

7. HB3115 Homelessness & Public Spaces - Rachel Barry - Steve Toschi (20 min)

Barry says this is about public space and shelter space in our community.

Steve Toschi introduced himself as a practicing lawyer familiar with HB3115 and other laws regarding this homelessness. He brought a slideshow.

Steve Toschi feels that everyone in St. Helens is treated equally. He stated that rules in public spaces are there so that everyone can enjoy those public spaces. He feels that the City has taken care of the problems on Sand Island and the docks. He feels that HB3115 is harmful to cities. He states that the verbiage of the law itself allows for too much interpretation. He feels the word "reasonable" in a law is strange. Steve has asked the Planning Commission to study this law. The City need to develop a humane policy for removal of homeless. There are procedures to implementing these policies under Exemption 203.079. We are currently using state laws that define violations as misdemeanors. This can include jail time.

Barry is not aware of any lawsuits in Oregon yet. She thinks it is a good idea to have a strong network of knowledge.

Lathrope wanted to know if this will address panhandling.

Steve Toschi believes that our current laws already comply and are already humane. He says that there are already laws that address limiting movement that are a misdemeanor that could address panhandling. He feels that City Council need data to study these laws more to be able to prove that they are objectively reasonable. Including laws on boats, cars, and what it really means to be homeless.

Steve Toschi feels that we need to be reaching out to help those with mental illness who need help. More discussions need to be started. Steve Toschi spoke of Martin Vs Boise, and the application of the 8th amendment. He stated you cannot punish a person for sleeping if your city has no place for them to go. If you do not want it to be the Parks, you need to have a space for them. The City needs to create that space.

Belcher asked about Grants Pass, did they have a shelter, and if Steve Toschi knew the details about that case.

Steve said that he heard it was because of drugs. Steve feels that Martin Vs Boise was a misinterpretation and a unique liberal application. Belcher asked if Columbia County Mental will be involved.

Steve replied that a lot of people will need to be involved, and that he is not an expert on the homeless, but he feels that shelters will have to become more drug friendly.

Morten asked if Steve had heard of any city using their jail space as their safe space? Steve thinks that is a great idea and is open to creative solutions. Belcher is concerned about the River Walk area.

Steve feels that all areas could be a concern. He thinks that Portland and San Francisco are magnets and are overwhelmed.

STAFF REPORT**8. Summer Reservations**

- Duggan reported to the printout that showed the summer reservations.
 - Duggan spoke about the Scarecrow Build partnership with Main Street Association.
 - Duggan referenced the 150,000 grant for summer that allowed for more hiring of summer help, contractors, summer enrichment, supplies, and art teachers. This also allowed us to contract with Griffins Place which works with Developmental Disabilities which is not usually in our wheelhouse.
 - A \$15,000 grant from NW ESD Parenting Hub for this fall allows us to hire a part time early learning specialist.
 - The National Guard helped clean out the old camping area in McCormick Park.
 - Berry Global came out and helped during their employee banquet.
 - Our new volunteer program will be launched in April with new swag. Including special park specific merchandise.
 - The basketball program launch will be coming up.
 - Afterschool program is maxed out, as well as a lengthy wait list due to some providers closing down.
 - The IGA with Scappoose Watershed for 5-year plan is being fleshed out.
-
- Shelby reported of new benches at Nob Hill and Campbell Park as well as a Memorial Bench at McCormick.
 - There is also a new drinking fountain in McCormick. They poured some concrete at McCormick and are looking at new BBQs.
 - Blazers will be at McCormick Park this Thursday from 4-6pm. They will be donating to SHARP After School Program.

COUNCILOR'S REPORT

Morten likes hearing about communication. He encouraged Commissioners to act on their requests so that they get to the City Council Agenda.

He liked the communication from Parks & Recreation to the Commission about past and future programs. He encourages Commission to recommend, not demand, needs with budget time coming.

DISCUSSION ITEMS

- Lathrope said that she appreciates updates and that she is still learning.
- Duggan brought budget booklets for everyone and warned everyone that it is slim. She mentioned that Recreation runs on a lot of grants and Parks grants can only be capital improvements. Duggan is hoping to get different user groups to come in and talk at future meetings. Duggan mentioned that four kiosks were fixed due to donations by different groups.
- Belcher says he played pickleball and there were eight others there. Belcher stated that Pettit, Blumenthal, Dunn, and himself walked the Urban Trail. He feels that the money for this trail is

probably going to have to come from a grant not the City, therefore we need to know how much it is going to need to cost. Morten stated that if he is going forward with grants, he needs to keep track of in-kind hours. Belcher says that there are many things that he and Blumenthal are willing to do as volunteers.

- Pettit asked Zaher who would be best to connect with over at Public Works. Zaher says he has great respect for the Commission but feels that the Urban Trail is very complex but not impossible. We need to be aware that the Waterfront Project will affect the Urban Trail. He says that Buck Tupper would be the best contact as well as Dave Alder. Belcher wants to follow the chain of command and tries not to bother City Hall; he feels that when he puts together a request at Commission it should be up to the City to push through those requests. Zaher agrees, but states that there is seasonal work, schedules, and cross-departmental communication to take into consideration. Duggan said that she and Zaher will be talking.
- Dunn stated that she will be resigning from the Commission as of this month. Pettit asked if she will be finishing the year. Dunn stated that she will not but will still be volunteering.

ADJOURNMENT at 6:26pm

City of St. Helens
Library Board
Minutes from Monday, September 12, 2022
 St. Helens Public Library via ZOOM

Members Present

Dan Davis, Past Chair
 Rob Dunn, Chair
 Melisa Gaelrun-Maggi
 Jana Mann, Vice Chair
 Aaron Martin
 Lynne Pettit
 Jessica Sturdivant

Members Absent

Diana Wiener

Guests

Justin Walker
 Shanna Duggan

Councilors in Attendance

Stephen Topaz

Staff Present

Suzanne Bishop, Library Director
 Dan Dieter, Library Board Secretary



CALL MEETING TO ORDER: The meeting was called to order at 7:15 pm by Chair Dunn.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: The new St. Helens Senior Center Executive Director, Justin Watson, introduced himself to the group.

PREVIOUS MEETING MINUTES: Minutes were reviewed and approved.

OLD BUSINESS: STRATEGIC PLAN UPDATE: Government Affairs Specialist Rachael Barry gave a status update of the strategic planning process. Slides from the packet were shared with the group. The last strategic plan was a five-year plan that ended in 2021. Last year, an environmental scan that defined strengths, weaknesses, opportunities, and challenges (SWOC analysis) was developed by both the library staff and the library board. The group discussed the process of using the SWOC analysis to determine if any of the old plan goals need to change. The group discussed the mission statement, and the question was raised as to whether it still measures up. Councilor Topaz asked if the mission stands on its own, or if it fits into the City master plan. Specialist Barry stated

that some departments develop their own plans and they are starting to come together. She asked the board what their impression is of the current mission statement. Member Gaelrun-Maggi stated that it is too long. Member Sturdivant stated that it could be written in a different order to make a bigger impact. Specialist Barry stated that it might be a good idea to make changes, which takes planning to start the process. Member Mann stated that it could be a motto and a mission statement. Councilor Topaz stated that the plan needs to be flexible to allow for changes to meet community needs, as the pandemic showed. The group also discussed rebranding and what that might look like. The group discussed the length of the strategic plan and what would be a good length for the next plan, two years, or five years like the last one. Member Gaelrun-Maggi stated that it went by very fast, Chair Dunn stated that a five-year plan allows enough time to shift for the next planning phase. Specialist Barry asked how the group felt about creating the plan internally versus hiring a consultant, specifically if the board would be comfortable with her doing the work. The group discussed the last consultant experience and the importance of having the staff involved as they would be implementing the plan. Specialist Barry asked how much help the board would need. Member Davis asked if the board could reach out to the community for volunteers to help, and Member Gaelrun-Maggi described how the last plan engaged the community, and how the consultant led that activity. The group discussed the idea of using a survey and the disadvantage of not getting synergy by having everyone in the same room at the same time. Chair Dunn asked about getting the school district involved, knowing that teachers would be interested in various components. Specialist Barry asked if the group could identify some of the stakeholder groups and generate a few questions that could be asked. The group discussed how to involve staff in this work. Director Bishop asked where the mission statement work fits into the conversation, and Specialist Barry stated that just using basic themes would work in drafting questions for a strategic planning process, and the reworking of the mission statement could come later. Board members will each draft questions and put together groups of their peers to discuss them; the sessions will be done by January. The goal is to have a new mission statement and goals drafted by early spring.

NEW BUSINESS: PROSPECTIVE BOARD MEMBER INTERVIEWS: Chair Dunn stated that he and Member Pettit interviewed two candidates. Given that there is only one spot left on the board, Chair Dunn asked the board to vote to submit Ellen Jacobson's name to City Council for approval. The affirmative vote was unanimous.

LIBRARY DIRECTOR'S REPORT: Director Bishop stated that Columbia County Mental Health (CCMH) came to the last staff meeting to talk about helping patrons who might be in crisis or struggling with other issues. The training included understanding body language when communicating with anyone visiting the library. The staff will have a fire drill in September and have Narcan training after that. Columbia County Public Health department dropped off free Covid test kits for distribution. So far, we have distributed 90 test kits. The first Repair Fair is scheduled for November 5th. The concept is to bring in experts in certain repair areas (e. g., small appliances, furniture, etc.) and get help repairing those items. Board members were asked to spread the word and to offer any suggestions for people who might be able to participate as experts. There is also a need

for help setting up on the day of the event. As of Friday, the City has received 33 applications for the Youth Librarian position that was posted. Of those, 28 are qualified and nine indicate that they have some experience with children, and of those, five have extensive experience. The interview panel will include Director Bishop, City Administrator John Walsh, City Councilor Stephen Topaz and Library Board Member Lynne Pettit. The panel expressed an interest in adding a youth librarian and are searching for one that can make the time commitment. The panel will be meeting next week. There were several groups of middle school students who came through the library last week as part of a school district scavenger hunt. They were given a short overview of what's available at the library. The library will participate in an air quality testing activity by OSU researchers on the 15th. The United Way Day of Caring is being rescheduled, and the new date is yet to be determined. They plan to work on the landscaping in the courtyard. Director Bishop met with the Columbia Pacific Economic Development District (COL-PAC) about the involvement of the Makerspace with the local business community. Director Bishop and Specialist Barry will be meeting next week with Senior Center Executive Director Justin Watson about strengthening partnerships between the groups. Banned Book Week is set for the week of September 18th through the 24th. What does it look like to be free to read what you want? We want to be able to support this need.

CITY COUNCILOR'S REPORT: Councilor Topaz stated that the Makerspace is ahead of the curve, and we need to upgrade the programs. In order to keep up to date, we need heavy-weight tools. Director Bishop mentioned that Makerspace Technician Allen Hansen has been in conversations with the Oregon Manufacturing Innovation Center (OMIC) about collaborating and getting support for local programs.

DISCUSSION ITEMS: Member Gaelrun-Maggi stated that the next Book Club meeting is this Thursday [September 15] and the theme is "dragons." November's theme is "Ireland" and the meeting after that will be "space." Member Pettit asked for a review of the Library Collection Development Policy. Director Bishop described the policy and how it explains, among other things, how we choose items, how long we keep them, and how to request a reconsideration of material. The group discussed the reconsideration component and how it involves the staff, the Director and possibly the Board as the final arbiter of any formal request. Member Davis asked if this policy was part of the City code, and Director Bishop stated that she would find out. Member Davis also asked if the website catalog search data was being collected by the browser, and Director Bishop thought that it would be a violation of privacy to collect that. It was suggested that it might be available anonymously.

SUMMARIZE ACTION ITEMS: Chair Dunn stated that he would inform Kathy Payne that the board is recommending Ellen Jacobson for approval by City Council to fill the last available board position. Also, board members need to think of questions for strategic planning, and to submit any names of potential stakeholders for participation in the process.

NEXT MEETING: The next regularly scheduled meeting will be Monday, October 10, 2022 at 7:15 p.m. via Zoom.

Item #14.

ADJOURNMENT: Chair Dunn adjourned the meeting at 8:50 pm.

✂

Respectfully submitted by:

Library Board Secretary, Dan Dieter

2021-2022 Library Board Attendance Record

Item #14.

P=Present E=Excused Absence U=Unexcused Absence

Date	Davis	Dunn	Gaelrun-Maggi	Mann	Aaron Martin	Lynne Pettit	Sturdivant	Wiener	VACANT
07-11-2022	P	P	P	P	-	-	E	E	-
08-08-2022	P	E	P	P	P	P	P	P	
09-12-2022	P	P	P	P	P	P	P	U	
10-10-2022									
11-14-2022									
12-12-2022									
01-09-2023									
02-13-2023									
03-13-2023									
04-10-2023									
05-08-2023									
06-12-2023									



PLANNING COMMISSION

Tuesday, September 13, 2022, at 7:00 PM

APPROVED MINUTES

Members Present: Chair Dan Cary
 Vice Chair Russ Hubbard
 Commissioner Steve Toschi
 Commissioner Jennifer Pugsley
 Commissioner Audrey Webster
 Commissioner Russ Low
 Commissioner Sheila Semling

Members Absent: None

Staff Present: City Planner Jacob Graichen
 Associate Planner Jennifer Dimsho
 Community Development Admin Assistant Christina Sullivan
 Councilor Patrick Birkle

Others: Brady Preheim
 Andrew Johnson

CALL TO ORDER & FLAG SALUTE

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

There were no topics from the floor.

CONSENT AGENDA

A. Planning Commission Minutes Dated August 9, 2022

Motion: Upon Commissioner Webster's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Draft Minutes as amended dated August 9, 2022. Commissioner Semling was absent from this meeting, so she abstained. [AYES: Vice Chair Hubbard, Commissioner Toschi, Commissioner Webster, Commissioner Low, Commissioner Pugsley; NAYS: None]

PUBLIC HEARING AGENDA (times are earliest start time)

B. 7:00 p.m. Variance (Sign Adjustment) at vacant lot north of Howard Street and US 30 - St. Helens OR, LLC

Associate Planner Jennifer Dimsho presented the staff report dated September 6, 2022. She explained this application was for one lot that is part of a four-lot commercial subdivision. She said it was near Howard Street and the Columbia Commons driveway. She said there was a Site Design Review on this lot in April of 2022 for a Burger King to be placed on this lot. The applicant was representing Burger King.

She said the applicant was requesting the sign variance because of an easement that encumbers the property. She said the easement was established in 2003 and the benefiting party of the easement is the abutting property owner of Columbia Commons. She said there is a very similar easement on the north end of the property which already has a sign constructed.

She said the code requirements about freestanding signs limit the property to one freestanding sign per frontage. She said the code allows for one ground mounted sign along each primary frontage. When there are multiple street frontages a sign can be permitted at each frontage location but only applies to arterial or collector streets. She mentioned US 30 was an arterial street, but Howard Street was not, so they were not allowed to have multiple freestanding signs.

She said per the code, Burger King's pole sign would be the only allowed freestanding sign on this lot, no other freestanding signs would be allowed. The variance was to allow and make sure that the abutting property, Columbia Commons, was not prohibited from building a ground mounted sign within the already established easement in the future.

She said there was three main criteria for variance sign adjustments including replacement of zoning district with any term that references sign district. The second was the sign adjustment could not be a result of any actions of the applicant, owner, previous owner or circumstances of physical condition, age, or financial situation. Third was approval would not adversely affect the function or the appearance of the development and that the sign adjustment would not impose limitations on other properties.

She said approving the variance is reducing a limitation on the adjacent property and was not causing adverse impacts.

She did mention there was a time requirement for the sign variance to be used. She said it could only be used for the second sign if the proposed Burger King sign is established within the validity period of this variance. This variance would only be valid if the Burger King sign has been installed and sign easement is still in place.

She did mention the owner and applicant would still be required to receive a sign permit and follow all building and development codes to construct the sign.

Dimsho did say that the variance would not allow Burger King to build another freestanding sign on the property. Only the abutting property owner, Columbia Commons, could build another sign in the easement.

Johnson, Andrew. Applicant. Johnson is a project manager at InSite Real Estate and represents the applicant. He said the easement had been in place for nearly twenty years and the adjacent owner of the easement had not built a sign on or even acted on the easement that encumbers the proposed area. He said they do plan to submit a sign permit and did not foresee any issue with obtaining that. He said they were just trying to allow the adjacent property owner the right to construct a sign within their easement after they build the Burger King sign. They did say they were not looking to build more than one freestanding sign on their lot.

Commissioner Toschi asked the applicant if they had spoken to the adjacent property owner about their intention of building a sign. Johnson said they had spoken to them, but it was a difficult conversation to start or to continue with. They said they are notified of the intent for the variance, but they were not aware of any intent to construct a sign.

Chair Cary asked when they planned to construct their sign. The applicant said within the first year before the Variance validity expires.

In Favor

No one spoke in favor.

Neutral

No one spoke in neutral

In Opposition

No one spoke in opposition

Rebuttal

There was no applicant rebuttal

End of Oral Testimony

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

Close of Public Hearing & Record

Deliberations

Commissioner Toschi asked about adding a condition to the Variance if the adjacent property decides to erect a sign in their easement that they would have to present their design to the Commission for approval to be sure their design did not adversely affect the abutting properties. City Planner Jacob Graichen said yes, that has been done before. He also said the approval criteria for signs that the Commission would be reviewing the sign permit under are fairly straightforward.

There was a small discussion on what type of sign could be built by the adjacent property and if it would have an adverse affect on the applicant's property.

Motion: Upon Commissioner Webster's motion and Toschi's second, the Planning Commission unanimously approved the Variance as recommended by staff. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Pugsley, Commissioner Toschi, Commissioner Low; Nays: None]

Motion: Upon Commissioner Semling's motion and Webster's second, the Planning Commission unanimously approved the Chair to sign the Findings when prepared. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Pugsley, Commissioner Toschi, Commissioner Low; Nays: None]

DISCUSSION ITEMS

C. Planning Commission Term Expirations

City Planner Graichen said that Commissioner Semling and Commissioner Webster had expressed a desire to no longer continue the Commission after this term. He mentioned there were several people who had applied and were still interested in being considered for these positions from recruiting efforts and interviews earlier in the year. He mentioned that they would rerun the advertisement for the openings and could collect more candidates interested in the open positions.

There was a small discussion on types of candidates they would like to see placed in the vacant positions.

Graichen asked for volunteers for the interview committee. Commissioner Pugsley, Chair Cary and Vice Chair Hubbard all volunteered to be on the committee.

Graichen mentioned he will work with staff to schedule an interview day and timeframe for interviews after the advertisement for new commissioners had been run to recruit more applicants.

D. Council Reports land use matters to Planning Commission

Graichen mentioned there are items that the Commission reviews and then goes to the Council and that Councilor Birkle wanted to be sure the Commission stayed informed. Councilor Birkle expressed that he wanted to keep the Commission in the loop on new information or how the Council moves forward with decisions made by the Commission are appealed to the Council. He also said whenever the Council receives information that is related to Planning, he wanted to create a policy or procedure where the Commission is included on the information provided.

There was a small discussion about the benefits of having more information. The Commission agreed they would like to be provided the opportunity to see the extra information given when it comes to the Council, after the Planning Commission reviews it.

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

- E. Site Design Review at Lot 10 of the McNulty Creek Industrial Park - Port of Columbia County
- F. Sensitive Lands Permit at Lot 10 of the McNulty Creek Industrial Park - Port of Columbia County
- G. Partition at 35531 Firway Lane & 58606 Kavanagh Ave - Holcomb Revocable Trust
- H. Sensitive Lands Permit (x2) at 414 Riverside Drive - Bo & Emily Kelley
- I. Partition at SE corner of Howard Street & Kelly Street - Barry Hess
- J. Accessory Structure at 325 S 20th Street - Kara Marsh
- K. Site Design Review (Minor) at 1400 Kaster Road - ACSP
- L. Temporary Use Permit at 175 Bowling Alley Lane - CCPOD, LLC

There was no discussion of the Planning Director Decisions

PLANNING DEPARTMENT ACTIVITY REPORT

- M. Planning Department Activity Report - August

Vice Chair Hubbard asked about the Riverfront Utility Improvements and if the quote was for the whole site. Dimsho said no, it was for the underground utilities, but not the entire S. 1st Street connection to Plymouth Street.

There was also discussion about the new Mainstreet Alliance Coordinator and how she will be involved in the Planning Department.

PROACTIVE ITEMS

- N. Oregon HB 3115

Commissioner Toschi presented a report on the new measure Oregon House Bill 3115. He said all cities within the state were faced with how to handle the homelessness.

He mentioned some issues with homeless camps in the past years and how with the help of the City Council and law enforcement, these encampments were cleaned up and procedures were created to keep these areas clear.

He discussed ideas on how to protect the City from not being able to defend itself from future encampments with this new measure and their ability to enforce laws. He also shared his concern about the civil suits that could arise from not having procedures and laws in place.

There was a discussion on whether to study and research how to become exempt to this measure. There was also a discussion on staff time requirement and financial requirements to proceed. The Commission agreed this would be a Proactive Item they would like to take on. They selected Commissioner Toschi and Commissioner Low to be the subcommittee who would work on this project. They also agreed that the subcommittee would reach out to other entities for advice and help on moving forward in creating procedure and law around this measure.

FOR YOUR INFORMATION ITEMS

Commissioner Pugsley asked about the meeting time change from 7:00 p.m. to 6:00 p.m. for the future meetings and if it was approved through the Council. Graichen said it would take effect in January when they set the meetings for the year on the calendar. Councilor Birkle also mentioned the Council was open to regular joint meetings with the Planning Commission. He said there just needed to be dates proposed to be placed on the calendar for the year. The Commission did agree there should be quarterly meetings between them and the Council.

ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned 9:42p.m.

Respectfully submitted,

Christina Sullivan

Community Development Administrative Assistant

City of St. Helens

Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 19th day of October, 2022 are the following Council minutes:

2022

- Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated September 7, 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, September 07, 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

Suzanne Bishop, Library Director
 Bill Monahan, City Attorney
 Tina Curry, Event Coordinator

OTHERS

Nancy Whitney	Amy Bynum
Justin Watson	Lynne Pettit
Arthur Leskowich	Connie Parr
Brady Preheim	Kelly Harmon
Scott	

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

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

- Kelly Harmon. Discussed the nuisance Code violation at 424 N. 7th Street and confirmed a new Code enforcement officer had been hired. She read her complaint into the record, citing the deplorable conditions of the property and the lack of action by the City and provided a copy of the complaint and accompanying pictures to City Recorder Kathy Payne.

Mayor Scholl stated he will forward the complaint to Police Chief Brian Greenway. City Administrator John Walsh noted he had talked to the property owner who acknowledged the City had been contacting her.

- Connie Carr. She lives next door to the subject property. [424 N. 7th Street] She has worked hard to clean up her yard, but next door is a mess and can be seen by her visitors. People coming to St. Helens should not see such living arrangements. The property owner has done some work, but not enough was being done.

City Recorder Payne explained the nuisance process, noting several such complaints were on the books.

Kelly said she first reported the concerns about six months ago; nothing was said about a nuisance report. She was told going through law enforcement or coming to City Council would be quicker.

Connie stated she had contacted Code enforcement a year ago and hoped to have a time frame for when the property would be cleaned up.

Mayor Scholl assured the nuisance process had officially started.

DISCUSSION TOPICS - *The Council will take a break around 3:00 p.m.***1. Semi-Annual Senior Center Report - Justin Watson, Executive Director**

Justin Watson reviewed his report. A copy is included in the archive packet for this meeting. Key items highlighted via PowerPoint included the work being done with partners to inspire intergenerational living, Senior Nutrition and Pleasure Program (SNAPP), the volunteer work at and revenues generated by the Top-Notch Thrift Store, and plans for new ghost kitchen to better use resources and provide additional food options for SNAPP and potential service into Scappoose.

Comments and questions from the Council were as follows with responses provided by Mr. Watson as follows:

- The Senior Center has two membership types: Voting Members were Seniors 55+ years old and Associate Members were under 55 years old. Both memberships cost \$20/year, but for two people living in the same home, membership was \$32/year.
- Mr. Watson would meet with Library Director Bishop, along with Rachael Barry, on August 20th to discuss a potential partnership in the near future.
- The Senior Center does receive food from the Food Bank and bases its purchases each month around what the Food Bank could provide to reduce purchases.
- Mr. Watson had not talked with the Food Bank about training people to cook at its facilities; however, Broadleaf Arbor is building a kitchen for conducting future cooking classes, which he believed would be done in the senior buildings.
 - Mayor Scholl emphasized the need to emphasize Broadleaf to seniors, noting he wanted St. Helens residents to be the majority there. He noted the great value of a \$20 annual membership and encouraged Justin to apply for a grant in January.
- Meals on Wheels routes are getting longer, and more drivers are needed. People were encouraged to participate, including riding along to help other volunteers.
 - Drivers do report back on who needs help and about their conditions, and the Community Action Team responds to those needs. In delivering meals, drivers are able to see the evolution of conditions and catch things before they get too bad.

2. Review Proposed Rates Increases for Waste Management Drop Box Services

City Administrator Walsh Rate reviewed the rate increases, noting Waste Management is requesting a maximum rate increase of 1.5% and the effective date is October 1. A letter and a billing schedule discussing the rates were in the packet. There is an opportunity for public comment at tonight's meeting. He was unsure if Waste Management asks for the maximum rate increase every year.

Council noted citizens should be informed drop boxes are an option to use at their discretion and that the increase did not affect typical curbside service. Drop boxes were generally used by construction contractors.

Unsure as to whether Waste Management typically asks for the maximum rate every year, Council agreed it would be best to alert the citizens on options to use at their discretion.

3. Review Proposed Amendments to Council Operating Rules & Procedures

Councilor Topaz proposed waiting on the amendments to the Council Operating Rules & Procedures until the new Council is in place in January. Council President Morten responded he saw no reason not to proceed as the wisdom and experience of the current Council is needed to give direction and address the amendments. If needed, the new Council can review it again.

Councilor Topaz noted there were about 15 conflicts between this document and the Charter, one being the Council is responsible for the City; however, the City Administrator has a huge amount of authority

over the Council's direction according to the language. Though part of the original decision making in adopting the rules, he now questioned certain sections of the document.

Councilor Birkle noted that considering these were minor amendments to change the start time of work sessions and some pronouns, there was no reason not to proceed.

Key discussion items regarding the proposed amendments included the following:

- The matter was being addressed now following the decision to change the start time of work sessions to 2:00 p.m. to accommodate Councilor Birkle's and Council President Morten's schedules. If meetings were run more efficiently, Council should be able to complete work sessions within three hours.
- The proposed changes were reviewed. Work sessions would change from a start time of 1:00 p.m. to 2:00 p.m., and if needed, the regular session could be changed to 7:30 p.m. The changes to gender neutral pronouns, reducing public comment times, electronic communication, and meeting format options, etc. should not be controversial.
- Councilor Topaz reviewed other needed changes in the document, which conflicted with the Council Charter in several areas. He reiterated the amendments should be done by the new Council, so everybody is on the same page. Some of the good things Council does are not reflected in the Rules document.
 - Clarifications were provided about some of Councilor Topaz's comments and proposed additional changes, including that tonight's discussion only regarded the proposed small amendments. The new Council could address other sections as it desired.

The Council consented to move forward with the amendments and let the new Council revisit the Rules if desired. City Administrator Walsh noted the Charter is silent on the Council Rules, which was a living document that could be easily changed.

4. Assignment of Voting Delegate and Alternate for LOC Business Meeting

Council discussed the need for a Delegate and Alternate for the October LOC Business Meeting in Bend because Council President Morten will be gone in October.

Councilor Jessica Chilton agreed to be the Delegate, and Mayor Rick Scholl agree to be the Alternate.

5. Report from City Administrator John Walsh

City Administrator Walsh presented his report, updating on upcoming events and activities, tonight's regular meeting agenda items, and the following key items with comments and questions from Council as noted:

- Harbor Master Personal Services Agreement draft was ready. Concern was expressed about how the agreement would address boats docking, sometimes overnight, where big ships come in.
- The City authorized the construction of cabins and shelters at the Sand Island Campground. The owner wanted to provide more amenities, so they wanted to drill a well and put in a septic system, which required the City's consent as the owner. Commissioner comments and responses to Commissioner questions from City Administrator Walsh were as follows:
 - If they drill a well, the water will be either be a potable or non-potable depending on which level is achieved through various technologies. The County determines the quality and approves the use of the water.
 - Brad Hendrickson submitted a bill for paying for these upgrades. When the lease ends, the City would assume the ownership of those amenities and would need to reimburse the cost of those improvements to Mr. Hendrickson.
 - The safety and security improvements Mr. Hendrickson has brought to the island were discussed. The City also saved time and resources by not having to provide maintenance.
 - The septic would be susceptible if there was another flood, but there are containers that float and insurance would avoid liability issues.

- Council supported the improvements, noting people spent money in town before going to the island.
- Article 13 of the Sand Island lease agreement was cited, which discussed the tenant yielding possession of City park and tenant improvements to the landlord when the lease ends.
- The City resubmitted for a grant for the Oregon Community Pathways Program, which connects trails between places off the highway. The planning grant funding had doubled since the last round when the City was only one project away from being funded. The City was working on a pedestrian connection between Scappoose and St. Helens with as few road crossings as possible.
- Work continues with Strategic Network Groups on a broadband feasibility study funded by ARPA money. The surveys show good support for a local broadband option. He hoped to have the firm present the information to Council, adding the information is also being shared with the Broadband Advisory Committee and Col-Pac, which has prioritized broadband service in the region. Having a robust, expandable fiber network would be powerful here.
 - He clarified multiple fiber cables ran along Highway 30 and came through town, noting he was not familiar with companies wanting to connect to cable in Washington.
- The Streets and Utilities Project would be about a two-year project that had three phases; the first being improvements to the St Helens/First Street intersection, which included all the water and sewer connections. The related projects were discussed. Public Works hoped to get three different contractors to work all at once to be less disruptive to citizens by working around high traffic times and minimize business interruption as much as possible.
- The Public Safety Facility project had a lot of moving parts, but the design was moving forward as initially proposed. The cost is approximately \$19 to \$23 million with a \$3 million contingency. Prices seem to be stabilizing but the City wanted to make sure it can afford the new building.

ADJOURN – 2:42 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

September 7, 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 2:55 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Real Property Transactions, under ORS 192.660(2)(e)**
 - Update on potential sale of City-owned property off Kelley Street.
- **Labor Negotiator Consultations, under ORS 192.660(2)(d)**
 - Update on current negotiations with AFSCME Union and Non-Represented employees.
- **Consult with Legal Counsel, under ORS 192.660(2)(h)**
 - Update on potential litigation with City employee.
 - Update on Police employee grievance.
 - Update on litigation with Cascades Tissue.
 - Update on litigation filed by James Huffman.
 - Update on litigation of sale of City-owned property.

The Executive Session was adjourned at 4:28 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor



COUNCIL PUBLIC HEARING

Wednesday, September 07, 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

Howard Blumenthal	Jennifer Puglsey
Steve Toschi	Art Leskowich
Brenda Herren-Kenaga	Scott Jacobson
Brady Preheim	Jane Garcia

OPEN PUBLIC HEARING – 5:30 p.m.

TOPIC

1. **CONTINUED: 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 reminded everyone that this is a continued public hearing from August 3, 2022. The applicant provided a written withdrawal of the application. It was only one of four petitioners but invalidates the application. None of the petitioners were present. Graichen said the Council can discuss it further or make a motion that the petition and consent are now null and void, given the written withdraw of the application, and the matter is concluded.

MOTION: Motion made by Councilor Birkle and seconded by Councilor Topaz that the petition and consent for the street vacation are now null and void, given that the petitioner has withdrawn the application, and the matter is concluded. Voting Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz

CLOSE PUBLIC HEARING – 5:34 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, September 07, 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
Tina Curry, Event Coordinator

OTHERS

Art Leskovich
Scott

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

PLEDGE OF ALLEGIANCE

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

None

PROCLAMATIONS

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

Mayor Scholl read the proclamation into the record.

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.

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.)

Application withdrawn.

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

Mayor Scholl read Resolution No. 1964 by title. **Motion:** Motion made by Councilor Birkle and seconded by Council President Morten to adopt Resolution No. 1964.

Discussion.

Councilor Topaz expressed concerns about the wording saying it contradicts itself and part of the Charter. He recommends the incoming Council correct the misguided lines of information.

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

4. PUBLIC COMMENT - Increase in Drop Box Rates

No public comment.

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

Mayor Scholl read Resolution No. 1965 by title. **Motion:** Motion made by Councilor Topaz and seconded by Council President Morten to adopt Resolution No. 1965. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz

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

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

Discussion.

Councilor Birkle said he and his wife moved here 30 years ago. They have watched that property and dreamed about what it could look like one day. It's an exciting time for the City. He is glad that prior council and administration had the foresight to purchase the property.

Council President Morten said when he ran for Council 16 years ago, he thought the City was wonderful. He would sail from Portland to visit and admire the beautiful waterfront. His lawn sign said, "Open for the Council." It was meant for opening the process and land. He spearheaded the riverfront development

years ago with written testimony to look at the waterfront and redo the Master Plan. Former City Planner Skip Baker took it on. From that, the ferry system was put in place, signage for the business loop was added, and work was done at Grey Cliffs Park. He was elated to see the overlay of the Veneer property, and eventually the purchase. He wasn't quite as excited about the purchase of the Boise property. With that purchase, they received 40 million gallons of water rights per day and 280 acres. It's wonderful to see it get to this point. He's always left jobs on a high note and couldn't leave on a higher note, with a new, enthusiastic Council coming in. It's been a remarkable ride.

Mayor Scholl said this has been a long process. He was fortunate to come in after a lot of work had already begun. He helped pass the Urban Renewal, which is the funding mechanism for this project. There have been a lot of meetings. It's a great project. He remembers when the property was re-zoned, and Boise was very upset because it increased their value. They have the right team in place to move forward.

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

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

Motion: Motion made by Councilor Birkle and seconded by Council President Morten to approve '6' through '10' above.

Discussion.

City Administrator Walsh pointed out that the Land and Water Conservation Fund Grant was awarded to the City in 2020. They are just now getting through contracts and the federal process. Once accepted, it will be amended from \$500,000 to almost \$1 million.

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

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

Motion: Motion made by Council President Morten and seconded by Councilor Birkle to approve '11' and '12' above.

Discussion.

Councilor Topaz corrected page 167, under Councilor Topaz's report. "ODOT considers a traffic circle to have 120 degrees with four lanes..." It should read, "120 feet in diameter..." Further down the line, Councilor Birkle refers to the water reservoir. It should read 500,000 gallons instead of 5,000 gallons.

Council agreed to amend the motion with the corrections.

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

WORK SESSION ACTION ITEMS

None

COUNCIL MEMBER REPORTS

Council President Morten reported...

- Welcomed new Code Enforcement Officer Everardo Medina Atristain. He wishes him the best with cleanup issues.
- Welcomed Melissa Faith to the Parks & Recreation Division.
- The Parks & Recreation Commission will be discussing policies at their September 12 meeting. He hopes it becomes more effective and transparent. He has requested Public Works Director Mouhamad Zaher participate.

Councilor Topaz asked if there are volunteers who can help with cleanup. Council President Morten said Community Action Team and neighbors have in the past. However, there are safety issues involved. Public Works refused to do it unless they had hazmat equipment. Mayor Scholl said it comes down to the landowner. There's a process they must go through.

Councilor Topaz reported...

- He wants a forensic audit of the last five years because of financial things that have happened recently.
- He recently spoke with a water specialist on Sauvie Island. They are trying to get a water analysis of the Multnomah Channel to see if they should be using the water for irrigation. That is where the City gets 40 million gallons of water per day. They have the water analysis in the Willamette River where it enters the Multnomah Channel and ends up in the Columbia River. The State has never documented what's in the Multnomah Channel. He spoke with a Geologist who has been involved in nuclear waste in the United States. He knows the geology under a lagoon and said to be careful with it. His time schedule is in the thousands of years and has looked very carefully at it long-term.
- He spoke to the School District. They have budgeted money for a School Resource Officer. He understands the Police Department is short on manpower, so it's not happening.
- He found out that library late fees have been directed to the General Fund instead of the Library Fund. They want to know if that is being corrected. Councilor Birkle said it's never gone to the Library. Councilor Topaz said there is confusion, and he would like it looked into.
- The Makerspace has a new 3D printer. The old machine was leaving lines in the product. The new one uses UV curing.
- The Youth Librarian position closes on Friday.
- The Library had a scavenger hunt with the middle school. It was a big hit and brought students into the library.
- The Library has passed out 82 free Covid tests.

Councilor Birkle reported...

- He went to the Makerspace last week and Allen was very helpful. When he arrived, Allen was speaking with Sarah Burns, who had been hired to put together a makerspace at OMIC. It's great to see OMIC sending people to the Library for assistance. That will continue to develop partnerships with OMIC. Councilor Topaz added that Allen has taught courses at OMIC.
- September is National Preparedness Month. Go to ready.gov for more information. He encouraged people to be prepared for an emergency by having food, water, and a plan in place.
- September 15 - October 15 is Hispanic Heritage Month. It embraces numerous cultures and many of the community's workers and residents of Hispanic descent.
- He is excited for the beginning of the school year. He has been meeting with families and begins classes on Friday.

MAYOR SCHOLL REPORTS

- Rip City Rally on September 15 at McCormick Park, 4-6 p.m. It's great to see the use in the park.

- The Waterfront project is huge and exciting. Staff will be scheduling a public informational session soon. Council President Morten added that it was a good marketing tool when the gravel pathway was installed on Waterfront property. It gave people the opportunity to envision the possibilities. Mayor Scholl agreed that it has come a long way. It's great to have funding with Urban Renewal to move forward. Council President Morten reminded citizens that whatever is done on the Waterfront property needs to be sustainable. Mayor Scholl suggested they meet with partners, such as Columbia River PUD and the Port of Columbia County, to discuss development.
- Sturgeon fishing is open on Saturday. They had to cancel the Salmon Derby due to low salmon numbers.

OTHER BUSINESS**ADJOURN – 7:38 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

The following businesses submitted a processing fee to the City for a Liquor License:

2022 RENEWALS

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
------------------------	-------------------------	------------------------	-----------------------

2022 NEW

A copy of the OLCC application documents submitted for the businesses listed below were emailed to the Police Department for review. No adverse response was received.

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
C & D Beverage Inc	St. Helens Liquor	420 Columbia BLVD	New Off Prem
Champagne to Shots LLC	Plymouth Pub	298 S 1 st St	New Owner



St. Helens, OR

Expense Approval Register

Packet: APPKT00641 - AP 9.30.2022

Item #18.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
KJ SECURITY SOLUTIONS & LO...	0005752	09/26/2022	SERVICE CHARGE 25 MILE RAD...	100-706-52023	80.00
MIDWEST TAPE	502679437	09/26/2022	DVD / ABD 2000010011	100-706-52034	157.44
INGRAM LIBRARY SERVICES	71376238	09/26/2022	BOOKS 20C7921	100-706-52033	13.63
INGRAM LIBRARY SERVICES	71376239	09/26/2022	BOOKS 20C7921	100-706-52033	329.26
INGRAM LIBRARY SERVICES	71392441	09/26/2022	BOOKS 20C7921	100-706-52033	12.19
INGRAM LIBRARY SERVICES	71392442	09/26/2022	BOOKS 20C7921	100-706-52033	176.72
INGRAM LIBRARY SERVICES	71392443	09/26/2022	BOOKS 20C7921	100-706-52033	-288.97
INGRAM LIBRARY SERVICES	71392443	09/26/2022	BOOKS 20C7921	100-706-52033	582.60
DEPARTMENT OF ADMINISTR...	ARQ24712	09/26/2022	ORCPP FY 23	100-702-52019	2,000.00
SHRED-IT C/O STERICYCLE INC	INV0003089	09/26/2022	CITY HALL SHRED SERVICE	100-715-52001	159.56
STEVEN R SCHARFSTEIN	00190	09/27/2022	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	00191	09/27/2022	COURT ATTORNEY FEES	100-704-52019	200.00
NORTHWEST LEADERSHIP SEM...	00194	09/27/2022	REGISTRATION JOSE CASTILLEJ...	100-705-52018	395.00
SIERRA SPRINGS	21814586 091722	09/27/2022	WATER BOTTLED COURT / UB ...	100-715-52001	13.90
AT&T MOBILITY	287302289330X09232022	09/27/2022	287302289330 POLICE PHONES	100-705-52010	1,708.58
COUNTRY MEDIA INC	593716	09/27/2022	PUBLIC NOTICE	100-710-52011	201.50
WEX BANK	83827185	09/27/2022	POLICE FUEL PURCHASES	100-705-52022	5,686.53
WEX BANK	83827185	09/27/2022	PLANNING 7782 FUEL PURCHA...	100-710-52022	49.39
WEX BANK	83827185	09/27/2022	BUILDING FUEL PURCHASES 2...	100-711-52022	64.20
WEX BANK	83827185	09/27/2022	CITY HALL FUEL 0256	100-715-52022	62.60
WEX BANK	83827185	09/27/2022	RED ESCAPE CITY HALL 7237	100-715-52022	56.65
ROBERT SKVARNA	9.27.2022	09/27/2022	REFUND PUBLIC RECORDS RE...	100-000-37004	20.00
CIS	9.27.2022	09/27/2022	SUPERVISOR TRAINING JOSE C...	100-705-52018	25.00
SOLUTIONS YES	INV332238	09/27/2022	BLACK TONER	100-715-52001	250.00
COLUMBIA COUNTY SHERIFFS...	JULY 22 - SHPD	09/27/2022	FIRING RANGE USAGE	100-705-52018	200.00
LEAGUE OF OREGON CITIES	R18196	09/27/2022	LOC CONFERENCE MEMBER R...	100-703-52018	545.00
STEVEN R SCHARFSTEIN	00192	09/29/2022	COURT ATTORNEY FEES	100-704-52019	200.00
VERIZON	9916317525	09/29/2022	CRYSTAL KING	100-701-52010	40.03
VERIZON	9916317525	09/29/2022	CRYSTAL KING	100-701-52010	46.08
VERIZON	9916317525	09/29/2022	MAYOR SCHOLL IPAD	100-703-52001	40.01
VERIZON	9916317525	09/29/2022	PD JETPACK2	100-705-52010	40.01
VERIZON	9916317525	09/29/2022	PD JETPACK1	100-705-52010	40.01
VERIZON	9916317525	09/29/2022	SUZANNE BISHOP	100-706-52003	49.90
VERIZON	9916317525	09/29/2022	CAMERON PAGE	100-708-52010	36.08
VERIZON	9916317525	09/29/2022	TORY SHELBY	100-708-52010	36.08
VERIZON	9916317525	09/29/2022	REC PHONE	100-709-52010	36.94
VERIZON	9916317525	09/29/2022	RECREATION CENTER	100-709-52010	49.90
VERIZON	9916317525	09/29/2022	RECREATION CENTER	100-709-52010	40.01
VERIZON	9916317525	09/29/2022	JOHN HICKS	100-711-52010	49.90
VERIZON	9916317525	09/29/2022	CONSTRUCTION INSPECTOR	100-711-52010	40.01
VERIZON	9916317525	09/29/2022	MIKE DEROIA	100-711-52010	73.83
VERIZON	9916317525	09/29/2022	DARIN COX - BUILDING DEPT I...	100-711-52010	59.90
VERIZON	9916317525	09/29/2022	BUILDING DEPT IPAD	100-711-52010	40.01
NUISANCE SOLUTIONS	INV0003141	09/29/2022	MOLE / SQUIRREL SET UP EVAL...	100-708-52019	2,224.00
SECURE PACIFIC CORPORATION	OCT -DEC 2022	09/29/2022	150 S 13TH ST	100-705-52023	99.06
SECURE PACIFIC CORPORATION	OCT -DEC 2022	09/29/2022	375 S 18TH ST	100-706-52023	132.15
SECURE PACIFIC CORPORATION	OCT -DEC 2022	09/29/2022	475 S 18TH	100-708-52023	133.65
Fund 100 - GENERAL FUND Total:					16,408.34
Fund: 201 - VISITOR TOURISM					
CITY OF ST. HELENS	9.23.2022	09/23/2022	01-00178-001 MASONIC BUILD..	201-000-52003	56.85
KOHI	606173	09/27/2022	AD DIRECTORY	201-000-52028	250.00
E2C	4479	09/29/2022	MONTHLY MARKETING TINA ...	201-000-52019	10,000.00
Fund 201 - VISITOR TOURISM Total:					10,306.85

Expense Approval Register

Packet: APPKT006

Item #18.

2

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 202 - COMMUNITY DEVELOPMENT					
MACKENZIE	1079858	09/27/2022	BUSINESS PARK INFRASTRUCT...	202-722-52019	113,721.81
RACHAEL BARRY -	9.27.2022	09/27/2022	CENTRAL OUTREACH	202-726-52019	27.16
MASON BRUCE & GIRARD INC	31397	09/29/2022	FOREST MANAGEMENT 01031...	202-724-52019	17,534.82
Fund 202 - COMMUNITY DEVELOPMENT Total:					131,283.79
Fund: 203 - COMMUNITY ENHANCEMENT					
MIKE WATSON	9.28.2022	09/29/2022	UMPIRING ADULT SOFTBALL	203-709-52028	315.00
GABRIELLE DAGUE	9.8.2022	09/29/2022	SUMMER PROGRAMMING 29...	203-709-52028	590.00
CHARLES ESSER	INV0003142	09/29/2022	UMPIRING ADULT SOFTBALL	203-709-52028	315.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					1,220.00
Fund: 205 - STREETS					
KNIFE RIVER CORP NW	2871745	09/29/2022	CRUSHED ROCK	205-000-52001	467.28
Fund 205 - STREETS Total:					467.28
Fund: 601 - WATER					
NORTHSTAR CHEMICAL	234843	09/27/2022	SODIUM HYPOCHLORITE 12.5%	601-732-52083	10,044.84
VERIZON	9916317525	09/29/2022	JOHN SAVAGE	601-732-52010	46.68
SECURE PACIFIC CORPORATION	OCT -DEC 2022	09/29/2022	1215 4TH PL	601-732-52023	165.06
Fund 601 - WATER Total:					10,256.58
Fund: 603 - SEWER					
ALLSTREAM	18804566	09/27/2022	ALLSTREAM PHONE ACCT 754...	603-736-52010	52.00
ALLSTREAM	18804566	09/27/2022	ALLSTREAM PHONE ACCT 754...	603-737-52010	52.00
IDEXX DISTRIBUTION INC	3115086609	09/29/2022	QUANTI TRAY COLILERT SODI...	603-736-52001	778.92
IDEXX DISTRIBUTION INC	3115086609	09/29/2022	QUANTI TRAY COLILERT SODI...	603-737-52001	778.92
VERIZON	9916317525	09/29/2022	STEWART HARTLEY	603-736-52010	12.02
VERIZON	9916317525	09/29/2022	AARON KUNDERS	603-736-52010	12.03
VERIZON	9916317525	09/29/2022	SAM ORTIZ	603-736-52010	16.62
VERIZON	9916317525	09/29/2022	STEWART HARTLEY	603-737-52010	12.03
VERIZON	9916317525	09/29/2022	SAM ORTIZ	603-737-52010	16.65
VERIZON	9916317525	09/29/2022	AARON KUNDERS	603-737-52010	12.02
VERIZON	9916317525	09/29/2022	STEWART HARTLEY	603-738-52010	12.03
VERIZON	9916317525	09/29/2022	AARON KUNDERS	603-738-52010	12.03
VERIZON	9916317525	09/29/2022	SAM ORTIZ	603-738-52010	16.63
SECURE PACIFIC CORPORATION	OCT -DEC 2022	09/29/2022	451 PLYMOUTH ST	603-736-52023	49.46
SECURE PACIFIC CORPORATION	OCT -DEC 2022	09/29/2022	451 PLYMOUTH ST	603-737-52023	49.45
Fund 603 - SEWER Total:					1,882.81
Fund: 605 - STORM					
EAGLE STAR ROCK PRODUCTS ...	41451	09/27/2022	ROCK SHOP	605-000-52001	491.47
Fund 605 - STORM Total:					491.47
Fund: 702 - INFORMATION SYSTEMS					
ALLSTREAM	18804566	09/27/2022	ALLSTREAM PHONE ACCT 754...	702-000-52010	103.99
QWEST DBA CENTURYLINK AC...	3263X201-S-22257	09/27/2022	5163X204S3	702-000-52010	481.98
VERIZON	9916317525	09/29/2022	MATT FUNK	702-000-52010	73.00
Fund 702 - INFORMATION SYSTEMS Total:					658.97
Fund: 703 - PW OPERATIONS					
WEX BANK	83827185	09/27/2022	PW CHEROKEE 6555	703-734-52022	724.33
PAPE MACHINERY	13948394	09/29/2022	AT340156 GAS OPERATED	703-739-52099	218.66
VERIZON	9916317525	09/29/2022	SHARON DARROUX	703-733-52010	51.39
VERIZON	9916317525	09/29/2022	TIM UNDERWOOD	703-733-52010	49.90
VERIZON	9916317525	09/29/2022	BRETT LONG	703-734-52010	49.90
VERIZON	9916317525	09/29/2022	RYAN POWERS	703-734-52010	49.90
VERIZON	9916317525	09/29/2022	ROGER STAUFFER	703-734-52010	49.90
VERIZON	9916317525	09/29/2022	PW SPARE	703-734-52010	40.01
VERIZON	9916317525	09/29/2022	SCOTT WILLIAMS	703-734-52010	49.90
VERIZON	9916317525	09/29/2022	ETHAN STERLING	703-734-52010	49.90
VERIZON	9916317525	09/29/2022	PW SPARE2	703-734-52010	40.01
VERIZON	9916317525	09/29/2022	MOUHAMAD ZAHER	703-734-52010	49.90
VERIZON	9916317525	09/29/2022	CURT LEMONT	703-734-52010	18.29
VERIZON	9916317525	09/29/2022	PW SPARE 4	703-734-52010	40.01

Expense Approval Register

Packet: APPKT006

Item #18.

2

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	9916317525	09/29/2022	BUCK TUPPER	703-734-52010	49.90
VERIZON	9916317525	09/29/2022	SCOTT HARRINGTON	703-734-52010	18.29
VERIZON	9916317525	09/29/2022	JULIAN ZIRKLE	703-734-52010	36.08
VERIZON	9916317525	09/29/2022	DAVE ELDER	703-734-52010	49.90
VERIZON	9916317525	09/29/2022	ALEX BIRD	703-734-52010	49.90
VERIZON	9916317525	09/29/2022	PW SPARE 3	703-734-52010	40.01
SECURE PACIFIC CORPORATION	OCT -DEC 2022	09/29/2022	984 OR ST	703-734-52023	98.85
Fund 703 - PW OPERATIONS Total:					1,824.93
Fund: 706 - PUBLIC SAFETY					
MACKENZIE	1079813	09/26/2022	BUSINESS PARK INFRASTRUCT...	706-000-52019	548.75
Fund 706 - PUBLIC SAFETY Total:					548.75
Grand Total:					175,349.77

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	16,408.34
201 - VISITOR TOURISM	10,306.85
202 - COMMUNITY DEVELOPMENT	131,283.79
203 - COMMUNITY ENHANCEMENT	1,220.00
205 - STREETS	467.28
601 - WATER	10,256.58
603 - SEWER	1,882.81
605 - STORM	491.47
702 - INFORMATION SYSTEMS	658.97
703 - PW OPERATIONS	1,824.93
706 - PUBLIC SAFETY	548.75
Grand Total:	175,349.77

Account Summary

Account Number	Account Name	Expense Amount
100-000-37004	Miscellaneous	20.00
100-701-52010	Telephone	86.11
100-702-52019	Professional Services	2,000.00
100-703-52001	Operating Supplies	40.01
100-703-52018	Professional Development	545.00
100-704-52019	Professional Services	600.00
100-705-52010	Telephone	1,788.60
100-705-52018	Professional Development	620.00
100-705-52022	Fuel	5,686.53
100-705-52023	Facility Maintenance	99.06
100-706-52003	Utilities	49.90
100-706-52023	Facility Maintenance	212.15
100-706-52033	Printed Materials	825.43
100-706-52034	Visual Materials	157.44
100-708-52010	Telephone	72.16
100-708-52019	Professional Services	2,224.00
100-708-52023	Facility Maintenance	133.65
100-709-52010	Telephone	126.85
100-710-52011	Public Information	201.50
100-710-52022	Fuel	49.39
100-711-52010	Telephone	263.65
100-711-52022	Fuel	64.20
100-715-52001	Operating Supplies	423.46
100-715-52022	Fuel	119.25
201-000-52003	Utilities	56.85
201-000-52019	Professional Services	10,000.00
201-000-52028	Projects & Programs	250.00
202-722-52019	Professional Services	113,721.81
202-724-52019	Professional Services	17,534.82
202-726-52019	Professional Services	27.16
203-709-52028	Projects & Programs	1,220.00
205-000-52001	Operating Supplies	467.28
601-732-52010	Telephone	46.68
601-732-52023	Facility Maintenance	165.06
601-732-52083	Chemicals	10,044.84
603-736-52001	Operating Supplies	778.92
603-736-52010	Telephone	92.67
603-736-52023	Facility Maintenance	49.46
603-737-52001	Operating Supplies	778.92
603-737-52010	Telephone	92.70
603-737-52023	Facility Maintenance	49.45
603-738-52010	Telephone	40.69
605-000-52001	Operating Supplies	491.47
702-000-52010	Telephone	658.97

Account Summary

Account Number	Account Name	Expense Amount
703-733-52010	Telephone	101.29
703-734-52010	Telephone	681.80
703-734-52022	Fuel	724.33
703-734-52023	Facility Maintenance	98.85
703-739-52099	Equipment Operations	218.66
706-000-52019	Professional Services	548.75
	Grand Total:	175,349.77

Project Account Summary

Project Account Key	Expense Amount
None	175,349.77
	Grand Total:
	175,349.77



St. Helens, OR

Expense Approval Register

Packet: APPKT00633 - AP 9.16.2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
RUBENS LAWN SERVICE	0005170	09/15/2022	MONTHLY LAWN SERVICE	100-705-52023	40.00
STEVEN R SCHARFSTEIN	00184	09/15/2022	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	00185	09/15/2022	COURT ATTORNEY FEES	100-704-52019	200.00
PAULSON PRINTING CO.	1116	09/15/2022	BUSINESS CARDS JOHN WALSH	100-701-52001	55.00
STAPLES BUSINESS CREDIT	1643909907	09/15/2022	OFFICE SUPPLES	100-715-52001	635.87
ORKIN	231387351	09/15/2022	1810 OLD PORTLAND RD PEST ...	100-709-52023	165.00
ORKIN	231387352	09/15/2022	1810 OLD PORTLAND RD PEST ...	100-709-52023	89.00
ORKIN	232923505	09/15/2022	265 STRAND PEST SERVICE CIT...	100-715-52023	97.00
ORKIN	232923666	09/15/2022	265 STRAND PEST SERVICE CIT...	100-715-52023	165.00
NORTHWEST DELI DISTRIBUTI...	475900	09/15/2022	TOILET PAPER	100-708-52001	1,573.28
COUNTRY MEDIA INC	589206	09/15/2022	PUBLIC NOTICE	100-710-52011	220.10
COLUMBIA COUNTY TRANSFER..	7936	09/15/2022	TRASH DUMP FEES ACCT 0017	100-708-52019	89.86
KATHY PAYNE - AP	8.26.2022	09/15/2022	2022 CIS ANN CONF MILES RE...	100-702-52018	94.88
JONATHAN J ELLIS	8-2022	09/15/2022	CONTRACT WORK LABOR / TR...	100-707-52019	1,699.88
BEERY ELSNER & HAMMOND L...	9.1.2022	09/15/2022	LEGAL SERVICES	100-704-52019	388.36
CRYSTAL KING	9.8.2022	09/15/2022	3CMA ANNUAL CONFERENCE	100-701-52040	37.75
ROSS DENISON LAW	9.8.2022	09/15/2022	PROFESSIONAL SERVICES COU...	100-704-52019	700.00
THE BIG HALLOWEEN PARADE	9.9.2022	09/15/2022	CITY ENTRY HALLOWEEN PAR...	100-703-52041	30.00
DAWN RICHARDSON - AP	9.9.2022	09/15/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	34.37
METRO PRESORT	IN647238	09/15/2022	UB BILL PRINTING	100-707-52008	3,920.13
PAMPLIN MEDIA GROUP	INV0003078	09/15/2022	ADVERTISING REC ASSISTANTS	100-708-52014	210.00
BRITE	INV25566	09/15/2022	KEYBOARD	100-705-52001	274.00
DEPARTMENT OF TRANSPORT...	L0037597268	09/15/2022	DMV SERVICES ACCT 61018	100-702-52001	6.00
JORDAN RAMIS PC ATTORNEYS..	196582	09/16/2022	COMMUNITY DEVELOPMENT ...	100-703-52019	280.00
JORDAN RAMIS PC ATTORNEYS..	196583	09/16/2022	PLANNING	100-710-52019	7,220.50
JORDAN RAMIS PC ATTORNEYS..	196585	09/16/2022	TOPAZ ETHICS COMPLAINT	100-703-52019	140.00
CODE PUBLISHING	GC0008563	09/16/2022	MUNI CODE WEB UPDATE	100-702-52019	240.00
METRO PRESORT	IN647105	09/16/2022	UB BILL PRINTING	100-707-52008	526.37
Fund 100 - GENERAL FUND Total:					19,332.35
Fund: 202 - COMMUNITY DEVELOPMENT					
PORTLAND GENERAL ELECTRIC	INV0003075	09/14/2022	1650931000	202-722-52003	20.60
PORTLAND GENERAL ELECTRIC	INV0003077	09/14/2022	7357701000	202-722-52003	50.58
RADLER WHITE PARKS & ALEX...	35253	09/15/2022	MILLARD ROAD 1973.007	202-721-52019	1,622.50
MAUL FOSTER ALONGI INC	49579	09/15/2022	CENTRAL WATERFRONT SCOPE..	202-726-52019	11,181.34
JORDAN RAMIS PC ATTORNEYS..	196586	09/16/2022	COMFORT CONSTRUCTION	202-721-52019	262.50
Fund 202 - COMMUNITY DEVELOPMENT Total:					13,137.52
Fund: 205 - STREETS					
PORTLAND GENERAL ELECTRIC	INV0003076	09/14/2022	4854421000	205-000-52003	53.27
Fund 205 - STREETS Total:					53.27
Fund: 601 - WATER					
CASCADE WATER WORKS LLC	1206	09/15/2022	JOB 1136 SERVICE CALL SUBM...	601-731-52019	862.13
CASCADE WATER WORKS LLC	1208	09/15/2022	JOB 1137 SERVICE CALL TURBI...	601-731-52019	391.88
ADVANCED ELECTRICAL	215029	09/15/2022	REPORT SYS BUGS	601-732-52019	780.88
ADVANCED ELECTRICAL	215031	09/15/2022	WFF ELECTRIC WORK	601-732-52019	511.90
ADVANCED ELECTRICAL	215047	09/15/2022	SCADA SERVICE CALL	601-732-52019	331.91
ADVANCED ELECTRICAL	215066	09/15/2022	1215 4 THS T WORK	601-732-52001	1,876.04
ADVANCED ELECTRICAL	215066	09/15/2022	1215 4 THS T WORK	601-732-52019	5,407.50
CORRECT EQUIPMENT	47030	09/15/2022	ALARM STYSTEM	601-732-52001	335.00
CORRECT EQUIPMENT	47030	09/15/2022	ALARM STYSTEM	601-732-52001	347.40
CORRECT EQUIPMENT	47030	09/15/2022	ALARM STYSTEM	601-732-52001	1,445.00
CORRECT EQUIPMENT	47030	09/15/2022	ALARM STYSTEM	601-732-52001	50.00
LAWRENCE OIL COMPANY	CFSI-10383	09/15/2022	247752 WATER	601-732-52022	113.04

Expense Approval Register

Packet: APPKT006

Item #18.

2

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PACIFIC UNDERGROUND	9.12.2022	09/16/2022	HYDRANT METER RENTAL REI...	601-000-37004	195.10
LAGRAND TOWNHOMES	9.12.2022	09/16/2022	HYDRANT MEER RENTAL REIM...	601-000-37004	197.32
Fund 601 - WATER Total:					12,845.10
Fund: 603 - SEWER					
ALS GROUP USA CORP	36-51-590700-0	09/15/2022	QUARTERLY SAMPLING	603-736-52064	123.00
ALS GROUP USA CORP	36-51-590700-0	09/15/2022	QUARTERLY SAMPLING	603-737-52064	973.00
Fund 603 - SEWER Total:					1,096.00
Fund: 702 - INFORMATION SYSTEMS					
VERIZON	9914692151	09/14/2022	CELL SERVICE ACCT 242060134..	702-000-52010	183.16
COMCAST BUSINESS	154588015	09/15/2022	FIBER INTERNET ACCT 934571...	702-000-52003	4,752.44
Fund 702 - INFORMATION SYSTEMS Total:					4,935.60
Fund: 703 - PW OPERATIONS					
LAWRENCE OIL COMPANY	061430	09/15/2022	FILL EQUIPMENT	703-734-52022	261.63
COLUMBIA RIVER FIRE AND RE...	22-08 AUG	09/15/2022	SHARED COST JOINT MAINT F...	703-739-52099	1,064.95
ST. HELENS AUTO CENTER	44623	09/15/2022	FORD RANGER INSPECTION	703-739-52099	1,536.11
WESTERN EQUIPMENT	7245349-00	09/15/2022	SUBTANK WATER BOTTLE 72LC	703-739-52099	101.40
SUNSET AUTO PARTS INC - NA...	8.31.2022	09/15/2022	AUTO PARTS ACCT 6355	703-739-52099	760.83
GENERAL EQUIPMENT COMP...	81352	09/15/2022	COUPLER 8 RING LOCK MALE ...	703-739-52099	316.61
LAWRENCE OIL COMPANY	CFSI-10383	09/15/2022	247750 PUBLIC WORKS	703-734-52022	91.42
LAWRENCE OIL COMPANY	CFSI-10383	09/15/2022	247748 PUBLIC WORKS	703-734-52022	1,459.49
JORDAN RAMIS PC ATTORNEYS..	1996584	09/16/2022	PUBLIC WORKS ENGINEERING	703-733-52019	105.00
SCAPPOOSE SAND AND GRAVE...	66212	09/16/2022	DUMP FEES CLEAN CONCRETE	703-734-52019	40.16
Fund 703 - PW OPERATIONS Total:					5,737.60
Fund: 706 - PUBLIC SAFETY					
HALEY & ALDRICH INC	9021344	09/15/2022	ST. HELENS PUBLIC SAFETY BUI...	706-000-52019	1,620.00
Fund 706 - PUBLIC SAFETY Total:					1,620.00
Grand Total:					58,757.44

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	19,332.35
202 - COMMUNITY DEVELOPMENT	13,137.52
205 - STREETS	53.27
601 - WATER	12,845.10
603 - SEWER	1,096.00
702 - INFORMATION SYSTEMS	4,935.60
703 - PW OPERATIONS	5,737.60
706 - PUBLIC SAFETY	1,620.00
Grand Total:	58,757.44

Account Summary

Account Number	Account Name	Expense Amount
100-701-52001	Operating Supplies	55.00
100-701-52040	Communications	37.75
100-702-52001	Operating Supplies	6.00
100-702-52018	Professional Development	94.88
100-702-52019	Professional Services	240.00
100-703-52019	Professional Services	420.00
100-703-52041	Community Support	30.00
100-704-52019	Professional Services	1,488.36
100-705-52001	Operating Supplies	274.00
100-705-52023	Facility Maintenance	40.00
100-707-52001	Operating Supplies	34.37
100-707-52008	Printing	4,446.50
100-707-52019	Professional Services	1,699.88
100-708-52001	Operating Supplies	1,573.28
100-708-52014	Recruiting	210.00
100-708-52019	Professional Services	89.86
100-709-52023	Facility Maintenance	254.00
100-710-52011	Public Information	220.10
100-710-52019	Professional Services	7,220.50
100-715-52001	Operating Supplies	635.87
100-715-52023	Facility Maintenance	262.00
202-721-52019	Professional Services	1,885.00
202-722-52003	Utilities	71.18
202-726-52019	Professional Services	11,181.34
205-000-52003	Utilities	53.27
601-000-37004	Miscellaneous	392.42
601-731-52019	Professional Services	1,254.01
601-732-52001	Operating Supplies	4,053.44
601-732-52019	Professional Services	7,032.19
601-732-52022	Fuel	113.04
603-736-52064	Lab Testing	123.00
603-737-52064	Lab Testing	973.00
702-000-52003	Utilities	4,752.44
702-000-52010	Telephone	183.16
703-733-52019	Professional Services	105.00
703-734-52019	Professional Services	40.16
703-734-52022	Fuel	1,812.54
703-739-52099	Equipment Operations	3,779.90
706-000-52019	Professional Services	1,620.00
Grand Total:		58,757.44

Project Account Summary

Project Account Key	Expense Amount
None	58,757.44
Grand Total:	58,757.44



St. Helens, OR

Expense Approval Register

Packet: APPKT00637 - AP 9.23.2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
STEVEN R SCHARFSTEIN	00188	09/19/2022	COURT ATTORNEY FEES	100-704-52019	200.00
WIRE WORKS	14480	09/19/2022	SPOT LIGHT REPAIR	100-705-52001	223.63
PEAK ELECTRIC GROUP LLC	24461	09/19/2022	DOCKS SERVICES ELECTRICAL ...	100-708-52046	987.03
METRO PLANNING INC	5573	09/19/2022	WEB GIS	100-710-52001	62.50
TROTTER & MORTON FACILITY ..	79931	09/19/2022	C10000 MAINTENANCE AGRE...	100-715-52023	464.00
TROTTER & MORTON FACILITY ..	79937	09/19/2022	C10630 MAINTENANCE AGRE...	100-715-52023	1,716.75
TARA MERRITT	9.16.2022	09/19/2022	RESTITUTION BRANDON JOHN...	100-000-21000	27.40
DAWN RICHARDSON - AP	9.19.2022	09/19/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	34.37
L.N CURTIS AND SONS	INV624412	09/19/2022	POLICE UNIFORMS	100-705-52002	62.50
L.N CURTIS AND SONS	INV627226	09/19/2022	POLICE UNIFORMS	100-705-52002	22.50
L.N CURTIS AND SONS	INV627954	09/19/2022	POLICE UNIFORMS ADAM HAR...	100-705-52002	65.00
L.N CURTIS AND SONS	INV629971	09/19/2022	POLICE UNIFORMS	100-705-52002	136.00
L.N CURTIS AND SONS	INV630685	09/19/2022	POLICE UNIFORMS	100-705-52002	47.00
L.N CURTIS AND SONS	INV632192	09/19/2022	POLICE UNIFORMS	100-705-52002	79.30
JORDAN RAMIS PC ATTORNEYS..	196580	09/20/2022	GENERAL LEGAL	100-701-52019	6,947.56
JORDAN RAMIS PC ATTORNEYS..	196580	09/20/2022	GENERAL LEGAL	100-704-52019	70.00
JORDAN RAMIS PC ATTORNEYS..	196581	09/20/2022	EMPLOYMENT MATTERS	100-707-52019	3,675.00
OREGON PATROL SERVICE	8381	09/20/2022	COURT SERVICES	100-704-52019	1,086.40
DAN CARY	9.14.2022	09/20/2022	PLANNING COMMISSION STIP...	100-710-52087	90.00
RUSS LOW	9.14.2022	09/20/2022	PLANNING COMMISSION STIP...	100-710-52087	90.00
SHEILA SEMLING	9.14.2022	09/20/2022	PLANNING COMMISSION STIP...	100-710-52087	60.00
AUDREY WEBSTER	9.14.2022	09/20/2022	PLANNING COMMISSION STIP...	100-710-52087	60.00
RUSSELL HUBBARD	9.14.2022	09/20/2022	PLANNING COMMISSION STIP...	100-710-52087	90.00
JENNIFER PUGSLEY	9.14.2022	09/20/2022	PLANNING COMMISSION STIP...	100-710-52087	90.00
STEVE TOSCHI	9.14.2022	09/20/2022	PLANNING COMMISSION STIP...	100-710-52087	90.00
LEAGUE OF OREGON CITIES	R17800	09/20/2022	JESSICA CHILTON LOC CONFER...	100-703-52018	730.00
SCAPPOOSE FIRE DISTRICT	2022-11	09/22/2022	FIRE & LIFE SAFETY PALN REVI...	100-711-52015	861.23
SCAPPOOSE FIRE DISTRICT	2022-12	09/22/2022	FIRE & LIFE SAFETY PALN REVI...	100-711-52015	508.49
BULLARD LAW	51951	09/22/2022	GENERAL LEGAL SERVICES	100-701-52019	1,397.50
OREGON OCCUPATIONAL MED...	80622	09/22/2022	EXAM J HOGUE	100-705-52019	569.00
ROSS DENISON LAW	9.16.2022	09/22/2022	PROFESSIONAL SERVICES COU...	100-704-52019	650.00
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	150 S 13TH ST- POLICE	100-705-52003	189.74
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	150 S 13 ST POLICE STATION 7...	100-705-52003	568.24
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	375 S 18TH ST COLUMBIA CEN...	100-706-52003	1,057.99
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	265 STRAND ST. - SPLASH PAD...	100-708-52003	50.53
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	120 WHITE WAY - WALNUT TR...	100-708-52003	28.28
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	475 S 18TH ST	100-708-52003	19.93
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	55.84
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	162 MCMICHAEL ST - CAMPBE...	100-708-52003	511.92
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	475 S 18TH ST - MCCORMICK ...	100-708-52003	597.71
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	475 S 18TH ST	100-708-52003	102.69
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	475 S 18 ST METER 10220167	100-708-52003	67.78
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	299 N 6TH ST - PARKS	100-708-52003	28.28
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	200 N 7TH ST - PARK	100-708-52003	28.74
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	200 N RIVER ST - GREY CLIFFS ...	100-708-52003	37.18
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	264 STRAND ST- COL VIEW PA...	100-708-52003	30.84
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	475 S 18TH ST- MCCORMICK E...	100-708-52003	36.48
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	2625 GABLE RD REC CENTER	100-709-52003	299.69
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	265 STRAND ST- CITY HALL UP	100-715-52003	145.93
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	277 STRAND ST -	100-715-52003	34.29
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	275 STRAND ST- CITY HALL UB ...	100-715-52003	151.02
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	277 STRAND ST- CITY HALL UB...	100-715-52003	101.83
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	265 STRAND ST- CITY HALL MA...	100-715-52003	512.33

Expense Approval Register

Packet: APPKT006

Item #18.

2

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DAWN RICHARDSON - AP	9.21.2022	09/22/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	34.37
PATRICIA RUIZ	9.22.2022	09/22/2022	REIMB FOR DINNER / TRAINING	100-705-52018	46.95
HAILEY HOLM-	9.22.2022	09/22/2022	DINNER REIMB	100-705-52018	50.00
OREGON STATE HOSPITAL	ARM76143	09/22/2022	PSYCHOLOGICAL EVAL TIMOT...	100-704-52019	534.78
ROSS DENISON LAW	9.22.2022	09/23/2022	PROFESSIONAL SERVICES COU...	100-704-52019	500.00
Fund 100 - GENERAL FUND Total:					27,016.52

Fund: 201 - VISITOR TOURISM

TRAVEL INFORMATION COUNC..	109054	09/22/2022	RIVERFRONT DISTRICT	201-000-52028	238.00
TRAVEL INFORMATION COUNC..	109055	09/22/2022	COLUMBIA VIEW AMPHITHEA...	201-000-52028	238.00
COLUMBIA RIVER PUD	9.22.2022	09/22/2022	94111	201-000-52003	230.53
MASONIC BUILDING LLC	9.22.2022	09/22/2022	LEASE PAYMENT OCT -DEC	201-000-52028	15,000.00
Fund 201 - VISITOR TOURISM Total:					15,706.53

Fund: 202 - COMMUNITY DEVELOPMENT

JH KELLY LLC	TH311847	09/19/2022	COL PAC FOOD BANK RENO	202-721-52096	98,478.11
COLUMBIA COUNTY ECONOM...	2022-098	09/20/2022	YEAR 2 SBRC PLEDGE	202-721-52019	10,000.00
OTAK INC	000082200375	09/22/2022	1ST AND STRAND ST P 019823...	202-723-52019	14,482.98
Fund 202 - COMMUNITY DEVELOPMENT Total:					122,961.09

Fund: 203 - COMMUNITY ENHANCEMENT

ULINE	152793640	09/23/2022	TP WIRE SHELVING SOAP PAP...	203-709-52028	1,348.42
Fund 203 - COMMUNITY ENHANCEMENT Total:					1,348.42

Fund: 205 - STREETS

COLUMBIA RIVER PUD	3000823	09/22/2022	STREET LIGHT MAINTENANCE	205-000-52003	294.31
COLUMBIA RIVER PUD	3000824	09/22/2022	STREET LIGHT MAINTENANCE	205-000-52003	98.29
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	265 STRAND ST	205-000-52003	3,747.56
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	1370 COLUMBIA BLVD.- FOUN...	205-000-52003	43.43
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	191 N MILTON WAY- LANDSC...	205-000-52003	28.67
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	1800 COLUMBIA BLVD - SIGNAL	205-000-52003	108.53
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	191 N MILTON WAY - SIGNAL	205-000-52003	40.69
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	2198 COLUMBIA BLVD - SIGNAL	205-000-52003	44.44
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	58651 COL HWY GATEWAY ART	205-000-52003	29.08
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	715 S COLUMBIA RIVER HWY -...	205-000-52003	76.33
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	52.41
Fund 205 - STREETS Total:					4,563.74

Fund: 601 - WATER

HACH	13246699	09/19/2022	REAGENT SET CHLORINE FREE ...	601-731-52001	29.99
HACH	13246699	09/19/2022	REAGENT SET CHLORINE FREE ...	601-732-52001	55.70
MAILBOXES NORTHWEST	9.6.2022	09/20/2022	POSTAGE ACCT 4390 ACCOUNT..	601-732-52001	-9.71
MAILBOXES NORTHWEST	9.6.2022	09/20/2022	POSTAGE ACCT 4390 ACCOUNT..	601-732-52010	94.90
NORTHSTAR CHEMICAL	234844	09/22/2022	SODIUM HYPOCHLORITE 12.5%	601-732-52083	951.60
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	57500 OLD PORTLAND RD - W...	601-731-52003	36.19
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	1680 1 ST -	601-731-52003	1,973.93
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	END OF KESTREL VIEW DRIVE	601-731-52003	88.25
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	2300 STRAND ST - WELL 2	601-731-52003	1,357.78
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	35261 PITTSBURG RD- PW WA...	601-731-52003	31.17
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	62420 COLUMBIA RIVER HWY -..	601-731-52003	100.05
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	1215 FOURTH ST - WFF	601-732-52003	7,470.57
LAWRENCE OIL COMPANY	CFSI-10681	09/22/2022	247752 WATER	601-732-52022	83.80
Fund 601 - WATER Total:					12,264.22

Fund: 603 - SEWER

TROTTER & MORTON FACILITY ..	79942	09/19/2022	C10855 MAINTENANCE AGRE...	603-736-52023	300.00
TROTTER & MORTON FACILITY ..	79942	09/19/2022	C10855 MAINTENANCE AGRE...	603-737-52023	300.00
HASA	849454	09/19/2022	MULTI CHLOR	603-736-52083	7,949.03
CORRECT EQUIPMENT	46177	09/20/2022	ALARM SYSTEM UPGRADES	603-737-52001	7,826.41
SAMUEL ORTIZ-	9.14.2022	09/22/2022	LUNCH REIMB. CERT TRAINING	603-736-52018	7.50
SAMUEL ORTIZ-	9.14.2022	09/22/2022	LUNCH REIMB. CERT TRAINING	603-737-52018	7.50
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	240 CLARK ST PUMP STATION	603-735-52003	28.67
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	451 PLYMOTH ST - WWTP LA...	603-736-52003	2,061.73
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	451 PLYMOTH ST - WWTP LA...	603-737-52003	2,061.71

Expense Approval Register

Packet: APPKT006

Item #18.

22

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	169 S 4TH ST WATER FLOW M...	603-738-52003	67.27
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	110 S 4TH ST - PS 3	603-738-52003	33.91
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	58791 58725 COL RIV HWY P...	603-738-52003	31.32
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	240 MADRONA CT	603-738-52003	150.00
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	134 N 1ST- PS 2 8873519	603-738-52003	82.93
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	318 S 1ST ST- PS #1 8805564	603-738-52003	91.20
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	35120 MAPLE ST. - PS 11	603-738-52003	88.99
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	58360 OLD PORTLAND RD - PS...	603-738-52003	192.34
Fund 603 - SEWER Total:					21,280.51
Fund: 702 - INFORMATION SYSTEMS					
MORE POWER TECHNOLOGY ...	13834	09/19/2022	MICROSOFT 365 BUS STANDA...	702-000-52006	2,174.00
TYLER TECHNOLOGIES INC	025-393799	09/20/2022	UB ONLINE COMPONENT AN...	702-000-52006	360.00
CIVICPLUS	238767	09/20/2022	MUNICODE MEETINGS PREMI...	702-000-52006	4,800.00
CENTURY LINK BUSINESS SERV...	601449536	09/20/2022	ACCT 88035002	702-000-52010	170.88
Fund 702 - INFORMATION SYSTEMS Total:					7,504.88
Fund: 703 - PW OPERATIONS					
PEAK ELECTRIC GROUP LLC	24883	09/19/2022	BUCK TUMMER OFFICE ELECTR..	703-739-52023	275.00
METRO PLANNING INC	5573	09/19/2022	WEB GIS	703-733-52006	87.50
SCAPPOOSE CHIROPRACTIC PC	9.12.2022	09/20/2022	DOT PHYSICAL -TEMPLIN / PO...	703-734-52019	250.00
MAILBOXES NORTHWEST	9.6.2022	09/20/2022	POSTAGE ACCT 4390	703-734-52019	14.90
SCAPPOOSE CHIROPRACTIC PC	9.19.2022	09/22/2022	DOT PHYSICAL -TIM UNDERW...	703-734-52019	125.00
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	984 OREGON ST - PW SHOP	703-734-52003	30.94
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	650 OREGON ST -LEMONT PU...	703-734-52003	551.14
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	984 OREGON ST	703-734-52003	177.63
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	1230 DEER ISLAND RD - PW	703-734-52003	80.70
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	264 STRAND ST- COL VIEW PA...	703-734-52046	30.85
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	264 STRAND ST- PARKS/ GAZE...	703-734-52046	46.08
COLUMBIA RIVER PUD	9.20.2022	09/22/2022	265 STRAND ST. - DOCKS	703-734-52046	234.23
LAWRENCE OIL COMPANY	CFSI-10681	09/22/2022	247750 PUBLIC WORKS	703-734-52022	95.32
LAWRENCE OIL COMPANY	CFSI-10681	09/22/2022	247748 PUBLIC WORKS	703-734-52022	1,370.82
Fund 703 - PW OPERATIONS Total:					3,370.11
Fund: 704 - FACILITY MAJOR MAINTNANCE					
PEAK ELECTRIC GROUP LLC	24937	09/19/2022	CITY HALL ELECTRIC WORK	704-000-53018	145.00
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					145.00
Grand Total:					216,161.02

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	27,016.52
201 - VISITOR TOURISM	15,706.53
202 - COMMUNITY DEVELOPMENT	122,961.09
203 - COMMUNITY ENHANCEMENT	1,348.42
205 - STREETS	4,563.74
601 - WATER	12,264.22
603 - SEWER	21,280.51
702 - INFORMATION SYSTEMS	7,504.88
703 - PW OPERATIONS	3,370.11
704 - FACILITY MAJOR MAINTNANCE	145.00
Grand Total:	216,161.02

Account Summary

Account Number	Account Name	Expense Amount
100-000-21000	Court - Restitution	27.40
100-701-52019	Professional Services	8,345.06
100-703-52018	Professional Development	730.00
100-704-52019	Professional Services	3,041.18
100-705-52001	Operating Supplies	223.63
100-705-52002	Personnel Uniforms Equi...	412.30
100-705-52003	Utilities	757.98
100-705-52018	Professional Development	96.95
100-705-52019	Professional Services	569.00
100-706-52003	Utilities	1,057.99
100-707-52001	Operating Supplies	68.74
100-707-52019	Professional Services	3,675.00
100-708-52003	Utilities	1,596.20
100-708-52046	Dock Services	987.03
100-709-52003	Utilities	299.69
100-710-52001	Operating Supplies	62.50
100-710-52087	Commission Stipends	570.00
100-711-52015	Intergovernmental Servic...	1,369.72
100-715-52003	Utilities	945.40
100-715-52023	Facility Maintenance	2,180.75
201-000-52003	Utilities	230.53
201-000-52028	Projects & Programs	15,476.00
202-721-52019	Professional Services	10,000.00
202-721-52096	CDBG Grant Expenses	98,478.11
202-723-52019	Professional Services	14,482.98
203-709-52028	Projects & Programs	1,348.42
205-000-52003	Utilities	4,563.74
601-731-52001	Operating Supplies	29.99
601-731-52003	Utilities	3,587.37
601-732-52001	Operating Supplies	45.99
601-732-52003	Utilities	7,470.57
601-732-52010	Telephone	94.90
601-732-52022	Fuel	83.80
601-732-52083	Chemicals	951.60
603-735-52003	Utilities	28.67
603-736-52003	Utilities	2,061.73
603-736-52018	Professional Development	7.50
603-736-52023	Facility Maintenance	300.00
603-736-52083	Chemicals	7,949.03
603-737-52001	Operating Supplies	7,826.41
603-737-52003	Utilities	2,061.71
603-737-52018	Professional Development	7.50
603-737-52023	Facility Maintenance	300.00
603-738-52003	Utilities	737.96
702-000-52006	Computer Maintenance	7,334.00

Account Summary

Account Number	Account Name	Expense Amount
702-000-52010	Telephone	170.88
703-733-52006	Computer Maintenance	87.50
703-734-52003	Utilities	840.41
703-734-52019	Professional Services	389.90
703-734-52022	Fuel	1,466.14
703-734-52046	Dock Services	311.16
703-739-52023	Facility Maintenance	275.00
704-000-53018	Capital Outlay - City Hall	145.00
Grand Total:		216,161.02

Project Account Summary

Project Account Key	Expense Amount
None	216,161.02
Grand Total:	216,161.02



St. Helens, OR

Expense Approval Register

Packet: APPKT00645 - AP 10.7.2022

Item #18.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
WILCOX	0736568-IN	10/03/2022	FUEL PARKS DEPT	100-708-52022	922.36
ERSKINE LAW PRECTICE LLC	10.3.2022	10/03/2022	9/1-9/30/2022	100-704-52019	6,646.83
HUDSON GARBAGE SERVICE	12470275S046	10/03/2022	1554- TRASH PUBLIC LIBRARY	100-706-52003	87.80
HUDSON GARBAGE SERVICE	12470484S046	10/03/2022	7539- TRASH CITY HALL 265 ST...	100-715-52023	128.76
HUDSON GARBAGE SERVICE	12470485S046	10/03/2022	2046-1287547 - POLICE GARB...	100-705-52023	117.50
HUDSON GARBAGE SERVICE	12470487S046	10/03/2022	7598- TRASH MCCORMICK ARK	100-708-52023	949.44
HUDSON GARBAGE SERVICE	12470488S046	10/03/2022	7601-TRASH PUBLIC CANS PLA...	100-715-52023	124.40
HUDSON GARBAGE SERVICE	12470489S046	10/03/2022	7636- TRASH COL VIEW PARK ...	100-708-52023	219.97
HUDSON GARBAGE SERVICE	12470933S046	10/03/2022	5273- TRASH REC CENTER CH...	100-709-52023	76.54
TYLER TECHNOLOGIES INC	130-129942	10/03/2022	ZEBRA PRINTER ZQ521	100-705-52001	2,444.00
COMCAST	9.21.2022	10/03/2022	COMCAST CABLE 8778108990...	100-712-52003	1,620.03
DAWN RICHARDSON - AP	9.28.2022	10/03/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	34.37
CENTURY LINK	9.25.2022	10/04/2022	966B	100-712-52010	338.14
ACE HARDWARE - ST. HELENS	9.30.2022 60174	10/04/2022	ACE MATERIALS ACCT 60174	100-715-52023	-20.16
ACE HARDWARE - ST. HELENS	9.30.2022 60174	10/04/2022	ACE MATERIALS ACCT 60174	100-715-52023	201.51
ACE HARDWARE - ST. HELENS	9.30.2022 60176	10/04/2022	MATERIALS ACE ACCT 60176 - ...	100-708-52001	-15.71
ACE HARDWARE - ST. HELENS	9.30.2022 60176	10/04/2022	MATERIALS ACE ACCT 60176 - ...	100-708-52001	178.93
JONATHAN J ELLIS	9-2022	10/04/2022	SERVICES PROVIDED FINANCIAL	100-707-52019	8,813.91
LIBRARY IDEAS LLC	93025	10/04/2022	FREGAL MUSIC AND STREAM...	100-706-52032	4,220.00
METRO PRESORT	IN647789	10/04/2022	UB BILL PRINTING	100-707-52008	621.08
AMY LINDGREN LAW LLC	555	10/05/2022	JUDICIAL SERVICES	100-704-52019	5,000.00
JESSICA CHILTON	10.7.2022	10/06/2022	LOC BEND MILEAGE REIMB. J....	100-703-52018	252.50
BEMIS	10231	10/06/2022	COIL BIND AND ENVELOPES	100-702-52018	535.00
CHAVES CONSULTING INC	211441	10/06/2022	MONTHLY USER FEE PER USER...	100-702-52019	185.10
MIDWEST TAPE	502711627	10/06/2022	DVD / ABD 2000010011	100-706-52034	143.18
MIDWEST TAPE	502711627	10/06/2022	DVD / ABD 2000010011	100-706-52035	14.99
INGRAM LIBRARY SERVICES	71579774	10/06/2022	BOOKS 20C7921	100-706-52033	41.02
INGRAM LIBRARY SERVICES	71579775	10/06/2022	BOOKS 20C7921	100-706-52033	211.72
INGRAM LIBRARY SERVICES	71808147	10/06/2022	BOOKS 20C7921	100-706-52033	29.70
INGRAM LIBRARY SERVICES	71808148	10/06/2022	BOOKS 20C7921	100-706-52033	92.34
INGRAM LIBRARY SERVICES	71808149	10/06/2022	BOOKS 20C7921	100-706-52033	621.80
INGRAM LIBRARY SERVICES	71808151	10/06/2022	BOOKS 20C7921	100-706-52033	37.41
CINTAS	8405899248	10/06/2022	PARKS FIRST AID CABINET SER...	100-708-52001	29.40
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	100-708-52001	37.52
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	100-708-52001	50.39
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	100-715-52023	53.98
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	100-715-52023	26.99
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	100-715-52023	106.65
COLUMBIA COUNTY ANIMAL ...	9.30.2022	10/06/2022	RESTITUTION MICHLLE WEND ...	100-000-21000	200.00
DAY MANAGEMENT CORP.	INV745657	10/06/2022	CP 185 TESTED COL 911	100-712-52019	145.00
DEPARTMENT OF TRANSPORT...	L0038414470	10/06/2022	DMV SERVICES ACCT 61018	100-702-52019	3.00
DEPARTMENT OF TRANSPORT...	L0038467180	10/06/2022	DMV SERVICES ACCT 67431	100-705-52019	12.00
WEST MEYER INC	3003277	09/30/2022	CHAIN LINK FENCE REPAIR	100-708-52019	1,676.00
BRIAN KNAUPP	9.15.2022	09/30/2022	REFUND PLAN REVIEW FEE NO...	100-000-35009	620.98
Fund 100 - GENERAL FUND Total:					37,836.37
Fund: 201 - VISITOR TOURISM					
HUDSON GARBAGE SERVICE	12470800S046	10/03/2022	0036- DOWN TOWN SQUARE ...	201-000-52019	666.15
HUDSON GARBAGE SERVICE	12471153S046	10/03/2022	6169- TRASH HALLOWEENTO...	201-000-52028	3,605.92
ACE HARDWARE - ST. HELENS	9.30.2022 60181	10/04/2022	ACE MATERIALS ACCT 60181	201-000-52028	15.14
ACE HARDWARE - ST. HELENS	9.30.2022 60181	10/04/2022	ACE MATERIALS ACCT 60181	201-000-52028	89.99
ACE HARDWARE - ST. HELENS	9.30.2022 60181	10/04/2022	ACE MATERIALS ACCT 60181 D...	201-000-52028	-23.16
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	201-000-52028	11.37
Fund 201 - VISITOR TOURISM Total:					4,365.41

Expense Approval Register

Packet: APPKT006

Item #18.

22

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 202 - COMMUNITY DEVELOPMENT					
BUREAU OF LABOR AND INDS...	9.19.2022	10/06/2022	PUBLIC WORKS FEE S 1ST ST	202-723-52055	1,008.91
BUREAU OF LABOR AND INDS...	9.7.2022	10/06/2022	PUBLIC WORKS FEE 1ST ST	202-723-52055	7,500.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					8,508.91
Fund: 203 - COMMUNITY ENHANCEMENT					
COLUMBIA THEATRE	100	10/06/2022	POPCORN	203-709-52028	250.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					250.00
Fund: 205 - STREETS					
KITTELSON & ASSOCIATES	0129821	10/06/2022	DESIGN SERVICES	205-000-52019	884.52
SPECIALIZED PAVEMENT MARK..	15821-1	10/06/2022	SPRIPING PROJECT NO R 712	205-000-53001	38,446.17
Fund 205 - STREETS Total:					39,330.69
Fund: 601 - WATER					
CITY OF COLUMBIA CITY	9.26.2022	10/04/2022	001754-001	601-732-52003	84.93
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	601-732-52001	78.07
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	601-732-52001	36.17
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	601-732-52023	38.36
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	601-732-52023	-45.59
ACE HARDWARE - ST. HELENS	9.30.2022 60181	10/04/2022	ACE MATERIALS ACCT 60181	601-731-52001	19.58
ACE HARDWARE - ST. HELENS	9.30.2022 60181	10/04/2022	ACE MATERIALS ACCT 60181	601-731-52001	30.76
ACE HARDWARE - ST. HELENS	9.30.2022 60181	10/04/2022	ACE MATERIALS ACCT 60181	601-731-52001	41.05
ACE HARDWARE - ST. HELENS	9.30.2022 60181	10/04/2022	ACE MATERIALS ACCT 60181	601-731-52001	7.59
LAWRENCE OIL COMPANY	CFSI-10867	10/04/2022	247752 WATER	601-732-52022	90.32
CASCADE WATER WORKS LLC	1215	10/06/2022	JOB 1138 SUBMERSIBLE PUMP	601-000-53001	10,149.22
CASCADE WATER WORKS LLC	1217	10/06/2022	JOB 1145 SUBMERSIBLE PUMP	601-000-53001	456.00
CASCADE WATER WORKS LLC	1220	10/06/2022	SUBMERSIBLE PUMP INSTALL ...	601-000-53001	55,388.90
NORTHSTAR CHEMICAL	235983	10/06/2022	SEISMIC KIT	601-732-52023	554.40
WALKER CONSULTANTS	390013380007	10/06/2022	2MRESEVOIR W-449C	601-000-53001	7,659.01
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	601-732-52001	25.34
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	601-732-52023	217.53
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	601-732-52023	1,033.75
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	601-732-52023	420.79
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	601-732-52023	99.12
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	601-732-52023	560.48
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	601-732-52023	210.52
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	601-732-52023	80.24
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	601-732-52023	476.44
Fund 601 - WATER Total:					77,712.98
Fund: 603 - SEWER					
HUDSON GARBAGE SERVICE	124703665046	10/03/2022	8333- TRASH WWTP 451 PLY...	603-736-52023	139.38
HUDSON GARBAGE SERVICE	124703665046	10/03/2022	8333- TRASH WWTP 451 PLY...	603-737-52023	139.38
COLUMBIA RIVER PUD	10.3.2022	10/04/2022	38633 594 S 9 ST POWER	603-737-52003	13,131.99
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	603-735-52001	99.99
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	603-735-52001	-76.00
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	603-736-52001	11.49
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	603-736-52001	9.99
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	603-736-52023	62.99
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	603-737-52001	9.99
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	603-737-52001	11.49
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	603-737-52023	62.99
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	603-735-52001	40.48
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	603-735-52001	32.99
Fund 603 - SEWER Total:					13,677.15
Fund: 605 - STORM					
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	605-000-52001	31.99
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	605-000-52001	66.96
KELLER ASSOCIATES, INC	0222819	10/06/2022	STORMWATER GEN ENGINEER..	605-000-52019	311.25
Fund 605 - STORM Total:					410.20

Expense Approval Register

Packet: APPKT006

Item #18.

2

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 703 - PW OPERATIONS					
HUDSON GARBAGE SERVICE	12470486S046	10/03/2022	7555- TRASH PW 984 OR ST	703-734-52023	95.10
HUDSON GARBAGE SERVICE	12471022S046	10/03/2022	CASCADES TISSUE SITE	703-734-52023	135.96
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	703-734-52046	5.99
ACE HARDWARE - ST. HELENS	9.30.2022 60180	10/04/2022	MATERIALS ACE ACCT 60180	703-734-52046	5.18
ACE HARDWARE - ST. HELENS	9.30.2022 60181	10/04/2022	ACE MATERIALS ACCT 60181	703-734-52001	33.98
SUNSET AUTO PARTS INC - NA...	9.30.2022	10/04/2022	AUTO PARTS ACCT 6355	703-739-52099	643.02
LAWSON PRODUCTS	9309957570	10/04/2022	MATERIALS	703-739-52099	454.27
LAWRENCE OIL COMPANY	CFSI-10867	10/04/2022	247751 ENGINEERING	703-733-52022	110.69
LAWRENCE OIL COMPANY	CFSI-10867	10/04/2022	247748 PUBLIC WORKS	703-734-52022	1,191.83
LAWRENCE OIL COMPANY	CFSI-10867	10/04/2022	247750 PUBLIC WORKS	703-734-52022	99.13
KELLER ASSOCIATES, INC	0222818	10/06/2022	SEWER GENERAL ENGINEERIN...	703-733-52019	315.00
CINTAS	8405899247	10/06/2022	FIRST AID CABINET SERVICE	703-734-52019	52.47
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	703-739-52023	1.49
DAHLGREN'S DO IT BEST BUIL...	9.26.2022	10/06/2022	BUILDING MATERIALS ACCT 1...	703-739-52023	18.49
Fund 703 - PW OPERATIONS Total:					3,162.60
Grand Total:					185,254.31

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	37,836.37
201 - VISITOR TOURISM	4,365.41
202 - COMMUNITY DEVELOPMENT	8,508.91
203 - COMMUNITY ENHANCEMENT	250.00
205 - STREETS	39,330.69
601 - WATER	77,712.98
603 - SEWER	13,677.15
605 - STORM	410.20
703 - PW OPERATIONS	3,162.60
Grand Total:	185,254.31

Account Summary

Account Number	Account Name	Expense Amount
100-000-21000	Court - Restitution	200.00
100-000-35009	Fees - Plan Review	620.98
100-702-52018	Professional Development	535.00
100-702-52019	Professional Services	188.10
100-703-52018	Professional Development	252.50
100-704-52019	Professional Services	11,646.83
100-705-52001	Operating Supplies	2,444.00
100-705-52019	Professional Services	12.00
100-705-52023	Facility Maintenance	117.50
100-706-52003	Utilities	87.80
100-706-52032	Digital Resources	4,220.00
100-706-52033	Printed Materials	1,033.99
100-706-52034	Visual Materials	143.18
100-706-52035	Audio Materials	14.99
100-707-52001	Operating Supplies	34.37
100-707-52008	Printing	621.08
100-707-52019	Professional Services	8,813.91
100-708-52001	Operating Supplies	280.53
100-708-52019	Professional Services	1,676.00
100-708-52022	Fuel	922.36
100-708-52023	Facility Maintenance	1,169.41
100-709-52023	Facility Maintenance	76.54
100-712-52003	Utilities	1,620.03
100-712-52010	Telephone	338.14
100-712-52019	Professional Services	145.00
100-715-52023	Facility Maintenance	622.13
201-000-52019	Professional Services	666.15
201-000-52028	Projects & Programs	3,699.26
202-723-52055	Riverwalk Project	8,508.91
203-709-52028	Projects & Programs	250.00
205-000-52019	Professional Services	884.52
205-000-53001	Capital Outlay	38,446.17
601-000-53001	Capital Outlay	73,653.13
601-731-52001	Operating Supplies	98.98
601-732-52001	Operating Supplies	139.58
601-732-52003	Utilities	84.93
601-732-52022	Fuel	90.32
601-732-52023	Facility Maintenance	3,646.04
603-735-52001	Operating Supplies	97.46
603-736-52001	Operating Supplies	21.48
603-736-52023	Facility Maintenance	202.37
603-737-52001	Operating Supplies	21.48
603-737-52003	Utilities	13,131.99
603-737-52023	Facility Maintenance	202.37
605-000-52001	Operating Supplies	98.95
605-000-52019	Professional Services	311.25

Account Summary

Account Number	Account Name	Expense Amount
703-733-52019	Professional Services	315.00
703-733-52022	Fuel	110.69
703-734-52001	Operating Supplies	33.98
703-734-52019	Professional Services	52.47
703-734-52022	Fuel	1,290.96
703-734-52023	Facility Maintenance	231.06
703-734-52046	Dock Services	11.17
703-739-52023	Facility Maintenance	19.98
703-739-52099	Equipment Operations	1,097.29
	Grand Total:	185,254.31

Project Account Summary

Project Account Key	Expense Amount
None	185,254.31
Grand Total:	185,254.31