



COUNCIL REGULAR SESSION

Wednesday, January 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 five (5) minutes per speaker*

DELIBERATIONS

1. Deliberations - Extinguish Storm Sewer Easement and Water Easement at Proposed Public Safety Facility Site (4N1W-9AB-1400)
2. Deliberations - Annexation of 58389 Columbia River Hwy. (Eggers)

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

3. Intergovernmental Agreement with Columbia County for Columbia Blvd. Sidewalk Project
4. [Ratify] Amendment No. 3 to Mayer/Reed, Inc. Agreement for Design, Construction, & Permits for Riverwalk Project Phase I and Columbia View Park Amphitheater
5. Amendment No. 4 to Mayer/Reed, Inc. Agreement for Design, Construction, & Permits for Riverwalk Project Phase I and Columbia View Park Amphitheater
6. Amendment to Arciform Agreement for Bennett Building
7. Quitclaim Deed to Extinguish Storm Sewer Easement and Water Easement at Proposed Public Safety Facility Site (4N1W-9AB-1400)
8. Agreement with GeoTerra, Inc. for New Imagery and Data for Use with GIS and AutoCAD
9. Amended Joint Memorandum of Understanding with St. Helens Main Street Alliance
10. Contract Payments

CONSENT AGENDA FOR ACCEPTANCE

11. Parks and Trails Commission Minutes dated December 13, 2021
12. Planning Commission Minutes dated December 14, 2021

CONSENT AGENDA FOR APPROVAL

[13.](#) Council Work Session, Executive Session, Open House, and Regular Session Minutes dated December 15, 2021 and Council Special Session and Public Hearing Minutes dated December 29, 2021

[14.](#) Animal Facility Licenses

[15.](#) Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

MAYOR SCHOLL REPORTS

COUNCIL MEMBER REPORTS

OTHER BUSINESS

ADJOURN

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/86397045167?pwd=QUtXLzIVaW9Xd1BFbUpJSiYzOEZhQT09>

Meeting ID: 863 9704 5167

Passcode: 169888

Dial: 346-248-7799

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

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

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

INTERGOVERNMENTAL AGREEMENT BETWEEN COLUMBIA COUNTY AND THE CITY OF ST. HELENS

This Agreement is made by and between Columbia County, a political subdivision of the State of Oregon (hereinafter the "County"), and the City of St. Helens, a municipality (hereinafter the "City").

RECITALS

WHEREAS, the County and the City are authorized under ORS 190.003 to 190.030 and ORS 221.410 to enter into intergovernmental agreements for the performance of any and all functions that the County and the City have authority to perform; and

WHEREAS, Columbia Boulevard is a County Road that is within the city limits of the City of St. Helens; and

WHEREAS, the City applied for and was awarded grant funds by the Oregon Department of Transportation (ODOT) Safe Routes to School Program (Grant Agreement No. 33106) for sidewalk improvements and other safety improvements on Columbia Boulevard, between Gable Road and Sykes Road; and

WHEREAS, the City therefore requests permission to perform construction activities on Columbia Boulevard; and

WHEREAS, in addition, Columbia Boulevard contains a culvert that needs to be replaced, and the County desires to provide the City with funding to replace the culvert while the City performs its sidewalk and other safety improvements; and

WHEREAS, the County and the City have determined that it is in the public interest for both parties to coordinate efforts to complete improvements on Columbia Boulevard; and

WHEREAS, the City has entered into a contract with David Evans and Associates for the engineering and design of the pedestrian improvements, and has amended the contract to include the engineering and design of the culvert replacement; and

WHEREAS, the parties therefore wish to enter into an intergovernmental agreement to set forth each party's duties and obligations; and

AGREEMENT

NOW THEREFORE, in consideration of the benefits that will accrue to the County and City, and the covenants set forth herein, the parties agree to the following:

1. **Recitals True.** The recitals set forth above are true and correct and are

incorporated herein by this reference.

2. **Term.** This Agreement shall become effective on the date last signed, below, and shall terminate on December 31, 2024

3. **Purpose.** The purpose of this Agreement is to set forth the duties and obligations of each party for the completion of Columbia Boulevard improvements (hereinafter referred to as the "Project"), as described in Grant Agreement No. 33106 between the State of Oregon Department of Transportation and the City of St. Helens (hereinafter referred to as the "Grant Agreement"), attached hereto as **Exhibit A** and incorporated herein by this reference, and the City's Engineering Contract (hereinafter referred to as "Engineering Contract"), attached hereto as **Exhibit B** and incorporated herein by this reference.

4. **County's Obligation.** The County shall:

- a. Provide representative that will be point of contact for all interests and speak on behalf of the County at all project meetings.
- b. Accept construction materials and services that the County deems are acceptable pursuant to the contract specifications.
- c. Allow the City to access the project property to perform project activities, compliance monitoring and reporting in accordance with the needs of the City interest in the project and as approved by the County.
- d. Provide the necessary approvals and permits related to the replacement of the culvert at Columbia Boulevard and Gable Road.
- e. Provide reimbursement to City for costs associated with the replacement of the culvert at Columbia Boulevard and Gable Road pursuant to Amendment 1 of the Engineering Contract. **County will be responsible for up to \$25,000 in Preliminary and Final Engineering Costs and \$250,000 in Construction Costs**, of which funds will be placed in a budget line to be drawn from. The construction cost estimate for the culvert replacement is attached hereto as Exhibit C.
- f. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with Article XI, Section 10 are deemed inoperative to that extent.

5. **City's Obligation.** In accordance with the terms and conditions of the Grant Agreement and this Agreement,

- a. Coordinate with all parties that are stakeholders in project, including

County, City, State, and Regulatory Agencies.

- b. Manage construction activities, which include: overseeing consultants, supervising contractors, inspecting construction work, and submitting data to Oregon Department of Transportation or through selected Consultant.
- c. Provide representative that will be point of contact for all interests and speak on behalf of the City at all project meetings.
- d. Coordinate with County on utility relocations discussions on City owned utilities, or connections to City owned utilities within Right of Way.
- e. Provide assistance with discussions with City Staff over approval of needed permits or planning approval.
- f. Obtain advance approval from the County regarding access rights and timing of work to minimize impact of City and County residents
- g. Inspect all Project work to assure that it meets City Standards
- h. Pay all other costs associated with the Columbia Boulevard Sidewalk and Safety Improvements project beyond those related to the replacement of the culvert at Columbia Boulevard and Gable Road.
- i. At project completion, ensure that all construction equipment, materials, and debris are removed from the project site and restore the site to the same or better condition as prior to commencement of activities. The City shall be responsible for the safekeeping of construction equipment and materials associated with the project.
- j. The City shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them. The City shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between the City and any subcontractor.
- k. The City shall, by contract, cause all subcontractors to indemnify, defend, save, and hold harmless the County, its officers, agents and employees from any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, relating to the activities of the subcontractor or subcontractor's officers, employees, subcontractors, or agents for the work described herein
- l. The City shall require any subcontractor performing project work to purchase and maintain for the entire period that work is performed under this Agreement the following policies of insurance to protect Owner and its officers, agents and employees:

- (a) Commercial general liability insurance coverage from an insurance company authorized to do business in Oregon in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage.
- (b) Automobile liability insurance covering each automobile utilized in the performance of this Agreement from an insurance company authorized to do business in Oregon in an amount not less than \$2,000,000 per occurrence for bodily injury and property damage.
- (c) Workers' Compensation and Employer's liability meeting statutory limits mandated by State and federal laws.

Prior to commencing work, any subcontractors shall provide County a certificate or certificates of insurance in the amounts required which names Columbia County, its officers, agents and employees as additional insureds to the Commercial General and Automobile Liability policies as stated above. The certificates shall be accompanied by additional insured endorsements identifying Columbia County, its officers, agents and employees as additional insureds. Coverage will be primary and non-contributory with any other insurance and self-insurance. City agrees to require its subcontractor to provide County at least thirty (30) days prior written notice that any insurance coverage required by this paragraph will be canceled, not renewed, modified in any material way, or changed to make the coverages no longer meet the minimum requirements of this Contract. In the event of any discrepancy in the various provisions of this Agreement as to the amount and types of insurance required, the highest policy limits specified and all of the coverage types specified shall be required.

6. **No Employee/Employer Relationship.** In the performance of this Agreement, County employees shall not be considered City employees, and City employees shall not be considered County employees.

7. **Termination.**

This Agreement may be terminated upon the mutual consent of both parties. Unless otherwise agreed by the parties in writing prior to termination, all funds contributed by the City shall remain in the County's possession and be applied to the completion of the project, as provided in this Agreement. No funds will be returned until the project is completed, and the County in its sole discretion has determined those funds to be in excess of project costs.

8. **Contract Representatives.** Contract representatives for this Agreement shall be:

For County:
Mike Russell
Public Works Director

For City:
Mouhamad Zaher
Public Works Director

1054 Oregon Street
St. Helens, OR 97051
503-397-5090

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

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

9. **Time.** Time is of the essence in this Agreement.

10. **Indemnity.** County agrees to indemnify and hold harmless City, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to County's performance of, or failure to perform, its obligations under this Agreement, or for any other negligent or willful act or omission by County. City agrees to indemnify and hold harmless County, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to City's performance of, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by City. The indemnification and hold harmless provisions set forth in this paragraph are subject to the limits and provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and as to the County, Article XI, Section 10 of the Oregon Constitution, and, as to the City, its Charter debt limitations.

11. **Insurance.** The parties shall maintain comprehensive general liability and property damage insurance in amounts up to the limits of the Oregon Tort Claims Act as to any and all work performed under this Agreement.

12. **Severability.** If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.

13. **Attorney Fees.** If suit or action is instituted arising out of this Agreement, each party shall be responsible for its own attorney fees.

14. **Governing Law; Venue.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Oregon (without regard to conflicts of law principles). Venue shall lie exclusively in the Circuit Court of the State of Oregon for Columbia County in St. Helens, Oregon.

15. **Amendment.** This Agreement may only be amended by a writing signed by the County and City.

16. **No Waiver.** Waiver by either party of the strict performance of any term or covenant of this Agreement or any right under this Agreement shall not be construed

as a continuing waiver.

17. **Successors and Assigns.** This Agreement and the covenants, agreements, obligations, and restrictions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and to their respective representatives, successors, and permitted assigns.

18. **Entire Agreement.** This is the entire agreement between the parties and supersedes all prior agreements, proposals or understandings, whether written or oral. All such previous agreements, proposals or understandings, whether written or oral, are rescinded.

19. **Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original

IN WITNESS WHEREOF the parties have caused this agreement to be executed and do each hereby warrant and represent that their respective officers, whose signatures appear below, have been and are on the date of this agreement authorized by all necessary and appropriate legal action to execute this agreement.

DATED this ____ day of _____, 2021.

CITY OF ST. HELENS:

**COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS:**

Rick Scholl, Mayor

Margaret Magruder, Chair

Attest:

Casey Garrett, Commissioner

Kathy Payne, City Recorder

Henry Heimuller, Commissioner

Approved as to Form:

Approved as to Form:

City Attorney for Contracts

Office of County Counsel

GRANT AGREEMENT
SAFE ROUTES TO SCHOOL PROGRAM (SRTS)
OREGON DEPARTMENT OF TRANSPORTATION
Project Name Columbia Blvd: Sidewalk and Crosswalk Construction
(Oregon Governmental Entity)

This Agreement is made and entered into between the **State of Oregon**, acting by and through its Department of Transportation, (“ODOT”), and **City of St. Helens**, acting by and through its Governing Body, (“Recipient”), both referred to in this Agreement individually as “Party” and collectively as “Parties.”

Agreement Documents. This Agreement consists of this document and the following documents:

- a. Exhibit A: **Project Description, Key Milestones, Schedule and Budget**
- b. Exhibit B: **Recipient Requirements**
- c. Exhibit C: **Subcontractor Insurance**
- d. Exhibit D: **Application and documents provided by Recipient to ODOT before execution of the Agreement**

Exhibits A through D are incorporated by reference into this Agreement. Exhibits A through C are attached. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

BACKGROUND

1. The State of Oregon has established the Safe Routes to Schools Fund (the “SRTS Fund”) and the Safe Routes to School Program (the “Program”) pursuant to ORS 184.740 *et seq.*
2. The purpose of the Program is to assist Oregon communities in identifying and reducing barriers and hazards to children walking or bicycling to and from school.
3. Moneys in the SRTS Fund are continuously appropriated to ODOT to implement the Program and provide certain matching grants for safety improvement projects near schools.
4. Recipient applied for a grant through the Program to undertake the project described in Exhibit A, attached and incorporated by this reference (the “Project”).
5. ODOT approved a grant in the maximum amount of **\$322,536** and is willing to provide the grant to Recipient for the Project on the terms and conditions of this Agreement.
6. Recipient desires to receive the grant on the terms and condition of this Agreement,
7. ODOT and Recipient desire to enter into this Agreement to implement the grant.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Effective Date and Availability of Grant Funds. This Agreement is effective on the date that it is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in section 2) and ODOT’s obligation to disburse Grant Funds shall end on the earlier of the following dates (the “Availability Termination Date”):

(i) Five (5) years after the Effective Date; or

(ii) 45 days after the Final Payment Conditions are satisfied pursuant to section 6.a.

No Grant Funds are available after the Availability Termination Date.

2. Grant. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient with a maximum of **\$322,536** (the “Grant Funds”) from the SRTS Fund to support and assist Recipient’s implementation of the Project.

3. Estimated Project Cost, Scope and Schedule; Recipient Match. The total Project cost is estimated at \$403,170, which is subject to change. The Project’s scope and schedule are set forth in Exhibit A. While the total Project cost may change, ODOT will reimburse Eligible Costs (as that term is defined in section 4.b) only up to the maximum Grant Funds amount stated in section 2. ODOT’s reimbursement of Eligible Costs under section 6.a. is subject to, and calculated based upon, Recipient’s cash match requirement as set forth in paragraph 5 of Exhibit B (“Recipient’s Cash Match”). Recipient will be responsible for all Project costs, whether Eligible Costs or otherwise, not covered by the Grant Funds.

4. Project:

a. Use of Grant Funds. The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by ODOT by amendment pursuant to Section 11.c.

b. Eligible Costs.

Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).

i. Eligible Costs are actual costs of Recipient to the extent those costs are:

(A) reasonable, necessary and directly used to develop and construct the Project;

(B) permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by ODOT;

(C) incurred no earlier than 24 months before the application deadline for this grant; and

(D) eligible or permitted uses of the Grant Funds under the Oregon Constitution Article IX Section 3a, the statutes and laws of the state of Oregon, and this Agreement.

ii. Eligible costs do NOT include:

- (A) operating and working capital or operating expenditures charged to the Project by Recipient or payments made to related parties;
- (B) loans or grants to be made to third parties;
- (C) any expenditures incurred after this Agreement's termination or expiration; or
- (D) costs associated with a Project that substantially deviate from the Application submission, identified in Exhibit D, unless such changes are approved by ODOT by amendment of this Agreement.

c. Project Change Procedures.

- i. If Recipient anticipates a change in the Project's scope or the Project's completion date identified in Exhibit A (the "Project Completion Date"), Recipient shall submit a request for change to SRTSProgramMailbox@odot.state.or.us. The request for change must be submitted before the change occurs.
- ii. Recipient shall not proceed with any changes to the Project's scope or the Project Completion Date without first executing an amendment to this Agreement that documents ODOT's approval of Recipient's request for such a change. A request for a change in the Project's scope or the Project Completion Date may be rejected at ODOT's sole discretion.

5. Progress Reports.

- a. Quarterly Reports.** Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to SRTSProgramMailbox@odot.state.or.us by the first Wednesday of March, June, September, and December.
- b. Final Report.** Recipient shall submit a final written report (the "Final Report") to SRTSProgramMailbox@odot.state.or.us that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Recipient must submit the Final Report within six (6) months after the Project Completion Date. Recipient's obligation to provide the Final Report will survive this Agreement's expiration or termination.

6. Reimbursement Process for Eligible Costs.

- a.** In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient Grant Funds in an amount not to exceed (i) \$322,536 or (ii) 80% of Eligible Costs (the "Reimbursement Rate"), whichever is less. ODOT shall reimburse Eligible Costs at the Reimbursement Rate within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting invoices to ODOT for reimbursement. Recipient must submit to ODOT its first invoice within two (2) years of the Effective Date and must submit its final invoice (the "Final Invoice") within six (6) months of the Project Completion Date. Upon ODOT's receipt of the Final Invoice, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the Final Invoice until both (i) its SRTS Program Manager, or designee, has completed the final inspection and accepted the Project as complete and (ii)

Recipient has submitted the Final Report required by section 5.b (collectively, the “Final Payment Conditions”).

- b. Recipient shall present monthly invoices for the Eligible Costs directly to SRTSProgramMailbox@odot.state.or.us for review and approval. Such invoices shall include the Agreement number, invoice number, total Grant Funds amount, total amount of previously reimbursed invoices, the start and end date of billing period, and itemize all expenses for which reimbursement is claimed. Invoices shall include supporting documentation, e.g., labor hours should be supported by timesheets/work logs, proof of payment to vendors (if applicable), receipts, etc. Invoices must be based on actual expenses incurred and clearly specify the percentage of Project completion. Invoices shall not be presented for period of less than one month. Recipient shall also include with the invoice a summary describing the work invoiced for the period being invoiced and work expected for the next invoicing period.
- c. **Conditions Precedent to Reimbursement of Eligible Costs.** ODOT’s obligation to reimburse Recipient for Eligible Costs is subject to satisfaction, with respect to each reimbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;
 - ii. Recipient is in compliance with the terms of this Agreement;
 - iii. Recipient’s representations and warranties set forth in Section 7 below are true and correct on the date of reimbursement with the same effect as though made on the date of the request for the reimbursement, and
 - iv. Recipient has provided to ODOT a request for reimbursement in accordance with Section 6.b.
- d. **Recovery of Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including falsifying information contained in the application, (“Misexpended Funds”) must be returned to ODOT. Overstatement of the match requirement in the application is a violation of this Agreement. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT’s written demand and no later than fifteen (15) days after ODOT’s written demand. If Recipient fails to reimburse ODOT, ODOT may withhold Recipient’s proportional share of State Highway Fund distribution necessary to reimburse ODOT for costs incurred by such Recipient breach. Recipient shall pay back all of the funds to ODOT if Project is not completed or if funds are Misexpended.

7. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient’s Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach

of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

- b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any of its benefits.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including, without limitation, any relevant criminal indictments or convictions.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.
- f.** The warranties set forth in this Section 7 are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon ("Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT or the Secretary to perform site reviews of the Project, and to examine all real property and facilities purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. Retention of Records.** Recipient shall retain and keep all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after

final payment. Recipient should consult with the State of Oregon before final destruction of Project records. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.

- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.
- d. **Survival.** This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODOT as an additional obligee on contractors’ bonds.
 - iii. Recipient agrees to provide ODOT with a copy of any signed subagreement upon ODOT’s request. Recipient must report to ODOT any substantial breach of a term or condition of a subagreement relating to this Agreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. *Recipient shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in Oregon Revised Statute (ORS) 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, the Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260 (“Claims”), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that ODOT shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of ODOT, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.*
 - ii. Any such indemnification shall also provide that neither Recipient’s contractor or subcontractor, nor any attorney engaged by Recipient’s contractor or subcontractor, shall defend any claim in the name the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election, assume its own defense and settlement

in the event that it determines that Recipient's contractor is prohibited from defending the State of Oregon, or that Recipient's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.

iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. Procurements. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition; and
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements).

10. Termination

a. Termination by ODOT. ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, if:

- i. Recipient fails to perform the Project within the time specified in this Agreement or any extension of the Agreement or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- iv. The Project would not produce results commensurate with the further expenditure of funds; or
- v. Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required the approval of ODOT.

- b. Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to ODOT, or at such later date as may be established by Recipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Recipient;
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
 - iii. ODOT fails to make payments due in accordance with this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. Rights upon Termination; Remedies.** Any termination of this Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

11. GENERAL PROVISIONS

a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. **No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name in this Agreement and expressly described as an intended beneficiary of the terms of this Agreement.
- f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties or notices to be given under this Agreement shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of

Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- i. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the Agreement's subject matter. There are no other understandings, agreements, or representations, oral or written, not specified in this Agreement regarding its subject matter. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

ODOT/Recipient
Agreement No. 33106

THE PARTIES, by executing this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Oregon Transportation Commission at its January 17, 2019 meeting approved the Safe Routes to School project application list and directed the Transportation Development Division Administrator to enter into project agreements.

City of St. Helens, by and through its
Governing Body

By *Rick Scholl*
(Legally designated representative)

Name Rick Scholl, Mayor
(printed)

Date 2/6/19

By *John Walsh*

Name John Walsh, City Administrator
(printed)

Date 2/7/19

**LEGAL REVIEW APPROVAL (If required
in Recipient's process)**

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Jennifer Dimsho, Associate Planner
PO Box 278
St Helens, OR 97051
503-366-8207
jdimsho@ci.st-helens.or.us

STATE OF OREGON, by and through its
Department of Transportation

By *John A. Bohard*
Transportation Development Division Administrator

Date 2/7/19

APPROVAL RECOMMENDED

By *LeeAnne*
SRTS Program Manager

Date 2/7/19

BY *n/a*
State Traffic-Roadway Engineer

Date _____

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

By Sam Zeigler via email dated 1/24/19
Assistant Attorney General

SRTS Program Manager:

LeeAnne Fergason
555 13th Street NE
Salem, OR 97301-4178
Phone: 503-986-5805
Leeanne.fergason@odot.state.or.us

EXHIBIT A
Project Description, Key Milestones, Schedule and Budget
Agreement No. 33106

Application Number: 11-52

Project Name: Columbia Blvd: Sidewalk and Crosswalk Construction

A. PROJECT DESCRIPTION

The project will construct approximately 1,100 feet of sidewalk on the south side of Columbia Blvd. between Gable Rd. and Sykes Rd., a rapid flashing beacon at existing crosswalk along Columbia Blvd. to McBride Elementary, and a raised pedestrian refuge island at Columbia Blvd. and Sykes Rd.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, #10.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has six (6) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Scoping and planning, nor Key Milestone 6, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 6 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to SRTSProgramMailbox@odot.state.or.us as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion more than 90 days (Key Milestone 6), as the case may be. Adjustments to all milestone dates must be noted in the quarterly reports.

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Scoping and planning	10 weeks from Agreement Execution
2	Community Outreach	30 weeks from Agreement Execution
3	Right of way and land acquisition	N/A
4	Permits	24 weeks from Agreement Execution
5	Final plans/bidding engineering documents	72 weeks from Agreement Execution

6	Construction contract award	96 weeks from Agreement Execution
7	Utilities Relocation	N/A
8	Project completion (Project must be completed within 5 years of agreement execution.)	11/25/2022

Table 2 – Funding Breakdown

1	TOTAL PROJECT COST	\$403,170
2	RECIPIENT'S CASH MATCH (minimum 20% of Total Project Cost and any portion of the Project which is not covered by SRTS Grant Funds. \$0 in prior expenditures are included in Recipient's Cash Match.)	\$80,634 (20%)
3	SRTS GRANT FUNDS	\$322,536

EXHIBIT B
Recipient Requirements

1. Recipient shall comply with all applicable requirements of ORS 184.740 to 184.742 and Oregon Administrative Rule (OAR) 737-025-0010 through 737-025-0093.
2. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
3. Recipient acknowledges and agrees that, whenever OAR 839-025-0230(4) requires ODOT as the public agency providing public funds for a project that is a public work under ORS 279C.800(6)(a)(B) to pay the fee required under ORS 279C.825, ODOT will calculate and pay the fee and deduct the amount of the fee from Recipient's Grant Funds under this Agreement.
4. Recipient shall notify ODOT's SRTS Program Manager in writing when any contact information changes during the term of this Agreement.
5. Recipient must provide a "cash match," as that term is defined in OAR 737-025-0010, in an amount equal to **20%** of the Eligible Costs. ODOT will reimburse Recipient pursuant to section 6.a of the Agreement. Recipient is responsible for all Project costs, whether Eligible Costs or otherwise, in excess of the Grant Funds.
6. Recipient shall pay back all of the Grant Funds to ODOT if Project is not completed in accordance with, or consistent with Exhibit A and Exhibit D, as each may be amended. Recipient obligations for Recovery of Grant Funds are provided in Section 6.d of this Agreement.
7. Recipient and ODOT's SRTS Program Manager, or designee, shall, upon completion of all on-site work for the Project, perform a final on-site review. Once the review is completed, the ODOT SRTS Program Manager may recommend acceptance of the Project by providing written documentation affirming that the Project is complete.
8. Recipient shall, at its own expense, maintain and operate Project upon completion and throughout the useful life of Project at a minimum level that is consistent with normal depreciation or service demand or both. ODOT and Recipient agree that the useful life of Project is defined as twenty (20) years. Recipient has, by submitting its application for this grant, represented and certified to sufficient funds and to its ability to operate and maintain Project. Recipient may not transfer, convey, sell or lease the property and assets of the Project during the useful life of the Project without the prior written approval of ODOT. Such approval shall not be unreasonably withheld. Recipient agrees to require any successor owner of the Project property to comply with this requirement. Failure to comply with this requirement may be remedied by Recipient or its successor in interest by (a) restoring the property to the uses(s) required by this Agreement or (b) repaying expended funds. In the event repaying expended funds is required, the amount determined using the Straight Line Depreciation (SLD) method must be repaid to ODOT. The SLD is calculated by taking the grant amount divided by twenty years. ODOT may conduct site reviews of the Project as provided in Section 8.a of this Agreement throughout the useful life of the Project. This paragraph shall survive any expiration or termination of this Agreement.

9. Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

10. **Americans with Disabilities Act Compliance:**

- a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
- i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/CONSTRUCTION/Pages/Forms.aspx>
 - iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction, to the greatest extent possible.
- b. **Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT

Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:
<http://www.oregon.gov/ODOT/CONSTRUCTION/Pages/Forms.aspx>;

Additional ODOT resources are available at:
<http://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

ODOT has made its forms, processes, and resources available for Recipient's use and convenience.

- iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
- iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction, to the greatest extent possible.
- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Recipient or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this section shall survive termination of this Agreement.

11. Additional requirements

General Standards. The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

EXHIBIT C

Subcontractor Insurance Requirements

GENERAL.

Recipient shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Recipient. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Recipient directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.
2. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to ODOT. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by ODOT:

Bodily Injury, Death and Property Damage:

Not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). Annual aggregate limit shall not be less than \$4,000,000.

3. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by ODOT:

Bodily Injury, Death and Property Damage:

Not less than \$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

4. **ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, ODOT, its officers, employees and agents as Additional Insureds, but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
5. **"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Sponsor's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
6. **NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Any failure to comply with the reporting provisions of this clause shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement.
7. **CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees) and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. Required insurance coverages shall be obtained from insurance companies acceptable to ODOT and the contractor shall pay for all deductibles, self-insured retention or self-insurance.
8. **INSURANCE REQUIREMENT REVIEW.** Recipient agrees to periodic review of insurance requirements by ODOT under this Agreement and to provide updated requirements as mutually agreed upon by ODOT and Recipient.
9. **ODOT ACCEPTANCE.** All insurance providers are subject to ODOT acceptance. If requested by ODOT, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to ODOT's representatives responsible for verification of the insurance coverages required under this Exhibit C.

The Recipient shall immediately notify ODOT of any change in insurance coverage.

FIRST AMENDMENT TO
David Evans & Associates, Inc. Personal Service Agreement
Columbia Boulevard Sidewalk and Safety Improvements, Project No. R-679

This agreement is entered into this 15th day of December 2021, by and between the City, (hereinafter "City"), and David Evans & Associates, Inc., (hereinafter "Contractor").

RECITALS

- A. City and Contractor entered into a Personal Service Agreement on February 21, 2020, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. The City has determined that additional Scope of Work is necessary to replace an existing culvert and construct a retaining wall adjacent to the new sidewalk.
- C. The Contractor has provided a revised Scope of Work to include the design of the culvert replacement and retaining wall with the plans.
- D. Columbia County will be responsible for costs associated with the design and construction of the culvert replacement per the attached intergovernmental agreement.

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. 1 shall be a not to exceed amount of \$19,071.
3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 15th day of December 2021.

Contractor

Pat Tropea
Date: 12/7/21

City

Rick Scholl
Rick Scholl, Mayor
Date: 12/15/21

Attest:

By: *Kathy Payhe*
Kathy Payhe, City Recorder

Schedule A Engineering Services

DAVID EVANS AND ASSOCIATES

Fee Estimate Amendment #1

Preliminary & Final Engineering Services

City of St. Helens

Columbia Boulevard Sidewalk and Safety Improvements

(See bottom right for classification descriptions)

[illegible]

PIC - Principal In-Charge
PM - Project Manager
OENG - Ofc Eng/Planner
PJEN - Project Engineer/Planner
DENG - Design Eng/Planner
SCPJM - Senior Construction
SPEC - Specification Writer
PSVR - Project Surveyor
2PER - 2-Person Survey
STECH - Sr. Technician/Draftsman
DRAFT - Technician/Draftsman
OFFC - Office Administrator

AMENDMENT # 01 to

CITY OF ST. HELENS

STANDARD PROFESSIONAL SERVICES CONTRACT

(for Architectural, Engineering, Land Surveying and Related Services)

Contract Title: Columbia Boulevard Sidewalk and Safety Improvements

1. This is Amendment No.01 to Contract No. R-679 (as amended from time to time the "Contract") dated **February 21, 2020** between the City of St. Helens hereafter called OWNER, and DAVID EVANS and ASSOCIATES, INC. hereafter called Consultant.
2. The Contract is hereby amended as follows:

The Amendment provides for retaining wall and culvert work:

Contract Exhibit A, **Statement of Work**

Task 1 – Project Administration

Consultant shall coordinate and administer the additional work.

Task 3 – Plans, Specification, and Estimate

Consultant shall prepare calculations for the selected retaining wall solution and basic structural calculations.

Task 3.1 – Preliminary (60%) Design

- Culvert replacement details
- Retaining wall plan sheets and calculations

Task 3.2 – Advance (95%) Design

- Culvert replacement details
- Retaining wall plan sheets and calculations

Task 3.3 – Final (100%) Design

- Culvert replacement details
- Retaining wall plan sheets and calculations

DELIVERABLES – Task 3:

- Retaining wall plan sheets at each submittal, for each wall.
 - Plan sheets will include:
 - Plan and elevation sheet
 - Detail sheet (as needed)
- Retaining wall construction cost estimate
- Retaining wall specifications

Assumptions:

- IBC/OSSC for wall structures will be used to determine allowable bearing pressure, and excavation of poor soils below the wall will be required.
- City will provide geotechnical reports for any projects in the City

3. Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. Consultant certifies that the representations, warranties and certifications

contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: The individual signing on behalf of Consultant hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Consultant's correct taxpayer identification; (b) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (d) Consultant is an independent Consultant as defined in ORS 670.600; and (e) the supplied Consultant data is true and accurate.

CONSULTANT

By Paul Teppen 12/7/2021
Title: Associate Date:

OWNER

By Mouhamad Zaher 12/7/2021
Title: Date:



PERSONAL SERVICES AGREEMENT
Columbia Boulevard Sidewalk
and Safety Improvements
Preliminary and Final Engineering
David Evans and Associates, Inc.

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 **David Evans and Associates, Inc.** ("Contractor").

RECITALS

A. The City is in need of consulting services for survey, preliminary, and final engineering design of a new sidewalk and other safety improvements on Columbia Boulevard between Gable and Sykes Road and at McBride Elementary School, and Contractor 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 survey and engineered design of sidewalks, and Contractor accepts such engagement. The principal contact for Contractor shall be Paul Tappana, phone 503-480-1347.

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 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on November 25, 2022. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

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 requirements 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. Upon acceptance of the Services and payment for such Services by the City, 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 shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

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
PO Box 278
St. Helens OR 97051

CONTRACTOR: David Evans and Associates, Inc.
Attn: Paul Tappana
530 Center Street NE, Suite 605
Salem, OR 97301

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 applicable standards of professional 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. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 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.

10.2 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.

10.3 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 shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 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 amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 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.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. 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.

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

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. 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. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

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

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

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

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. 04841]

18. 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.

19. 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.

20. 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.

21. 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.

22. Default.

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

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

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

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

23. 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 and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 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.

24.2 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 two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

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 in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS

Council Meeting Date: February 19, 2020

Signature: 

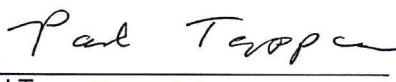
Print: Rick Scholl

Title: Mayor

Date: 2/19/2020

CONTRACTOR:

DAVID EVANS AND ASSOCIATES, INC.

Signature: 

Print: Paul Tappana

Title: Associate

Date: 02/21/20

APPROVED AS TO FORM:

By: 

City Attorney

ATTACHMENT A
Scope of Work

Safe Routes to School Columbia Boulevard Sidewalk and Safety Improvements

Scope of Work for Professional Services

The City of St. Helens was recently awarded a grant through the Oregon Department of Transportation (ODOT) Safe Routes to School competitive grant program. The project entails construction of approximately 1,100 linear feet of curb and gutter and sidewalk along one side of Columbia Boulevard between Sykes Road and Gable Road, installation of a rapid flashing beacon at the existing crosswalk on Columbia Boulevard near McBride Elementary School, add a raised pedestrian refuge island at the intersection of Columbia Boulevard and Sykes Road, in addition to other intersection pedestrian safety improvements. Construction of this sidewalk will complete a pedestrian connection between the existing sidewalks on Sykes Road and the westerly branch of Columbia Boulevard, to Gable Road. New sidewalks are being constructed along Gable Road by Columbia County through another project.

PROJECT OVERVIEW

Professional services for this project shall include design and specification development services for the permitting and construction of sidewalks, retaining walls, raised pedestrian refuge island, flashing crosswalk beacon, stormwater drainage, and other associated pedestrian safety improvements. The Consultant will perform engineering, bidding assistance, construction administration and related services necessary for successful completion of this project. The basic elements of this project include obtaining the necessary permitting, development of full engineering plans, contract specifications and other related bid documents, project cost estimate, and provide construction administration for the project.

Tasks Provided by the City:

- Project management of the overall project
- Internal City communication and project coordination
- Provide existing project information and data

Anticipated Tasks to be Provided by Consultant:

- Project management of Consultant services
- Schedule, facilitate, and attend project meetings
- Collect and review existing relevant project data
- Field survey and base map
- Develop design and construction schedule
- Develop construction contract documents to construction the project
- Coordinate utility relocations, if necessary (not anticipated)
- Minor stormwater facilities

Scope of Work

1. General Statement

Consulting services for the **Columbia Boulevard Sidewalk and Safety Improvement Project** is intended to provide full engineered drawings and contract specifications for the construction of approximately 1,100 linear feet of sidewalk along one side of Columbia Boulevard between Sykes Road and Gable Road, installation of a rapid flashing beacon at the existing crosswalk on Columbia Boulevard near McBride Elementary School, add a raised pedestrian refuge island at the intersection of Columbia Boulevard and Sykes Road, in addition to other intersection pedestrian safety improvements. Detailed scope and cost of this work will be determined as part of the project deliverables. The project must be in harmony with the City of St. Helens Engineering Design Manual and Standard Drawings, City of St. Helens Development Code, and the latest version of the Oregon Standard Specifications for Construction.

2. Terms of Service

The contract term is anticipated to be for a maximum period of up to 34 months, ending November 25, 2022.

3. Scope of Work

This Scope of Work is intended to be a general outline of anticipated tasks and not an all-inclusive description of the professional and technical services that may be required to undertake and complete the Project. The Consultant will perform engineering, bidding assistance, construction administration and related services necessary for successful completion of this project. The basic elements of this project include obtaining the necessary permitting, development of full engineering plans, contract specification and other related bid documents, and provide construction administration for the project.

Task 1 – Project Management

1.1 Project Administration

Consultant shall select a Project Manager to direct, coordinate and monitor the activities of the project with respect to budget, schedule and contractual obligations. The Project Manager will work closely with City staff, other agencies as deemed appropriate, neighboring communities and other stakeholders as essential to the success of the Master Plan. This task includes coordination of meetings with staff, Council and public/stakeholder meetings and any necessary support material.

1.2 Kick-Off Meeting

Consultant shall initiate the project kickoff meeting and shall prepare an agenda for the kickoff meeting, invite necessary attendees, collect data, and discuss the schedule of the project. The meeting will be to develop project goals, vision, objectives and criteria after the contract is awarded. At this meeting, additional project stakeholders and outreach methods will be determined.

1.3 Quality Assurance and Quality Control Review

Consultant shall conduct internal Quality Assurance and Quality Control meetings and follow-up with technical experts as necessary during the course of the project.

Task 2 – Data Gathering

2.1 Collect, Compile and Evaluate Existing Data

Consultant shall perform data research to prepare for and support Project activities, and to produce Project maps and reports as called for in subsequent tasks. Records required for research must include vesting deeds, land sales contracts, county assessor plats and road records, subdivision plats, R/W drawings, railroad maps, city or county surveys, road dedications and vacations.

Existing County Records

Consultant shall research and obtain available copies of surveys, subdivision plats, and land partition plats filed in the county surveyor's office related to the properties impacted by the Project. Consultant shall use this information to find monuments that impact the Project and to establish property lines.

Consultant shall research and obtain available copies of county assessor maps, General Land Office plats, and city road records related to the properties potentially impacted by the Project. Consultant shall research and obtain available data about Government Public Lands Survey Corners and their references in the Project area.

Existing Horizontal/Vertical Control Stations

Consultant shall research and obtain available data about horizontal and vertical control points required for the Project area including triangulation stations, GPS stations, benchmarks, and prior Project control surveys from Federal, city, and other governmental agencies.

Existing Utility Records

Consultant shall research and obtain available facility maps and as-built construction plan data pertaining to all utilities in or near the Project area from Agency, One-Call Service, City, or other governmental agencies and utility companies.

2.2 Survey and Mapping

Control

The purpose of this task is to provide the means by which a Project can be located relative to horizontal and vertical datum, map projection, and coordinate systems. Consultant shall establish a horizontal and vertical control network for the Project using local benchmarks.

Horizontal Control

Consultant shall establish horizontal control according to City standards using Terrestrial (Theodolite and EDM), GPS (Static, Rapid Static and Real time Kinematics ("RTK")) or a combination of both. Consultant shall set and adjust monuments in conformance with City guidelines.

Vertical Control

Consultant shall establish Vertical Control using differential leveling methods. Consultant shall establish vertical control for horizontal control points needed for dimensional terrain mapping as described in this WOC.

Monument Recovery

The purpose of this task is to address the requirements of ORS 209.150 and 209.155, and other survey related statutes.

Field Survey of Recovered Monuments

Consultant shall survey for the following: Government corners, geodetic control stations, benchmarks, R/W monuments, property boundary markers, and roadway alignment markers. Consultant shall complete the monument recovery for the entire Project area as described in this WOC.

Consultant shall take measurements (survey) to the monuments recovered and tied (surveyed) from the control network. Consultant shall double tie the found monuments with conventional total station or GPS RTK methods. RTK methods must include tying recovered monuments the second time separated by a minimum ninety (90) minutes or by using a second base running at the same time to produce closing vector to each point.

Consultant shall locate, measure and document the location of all survey markers and monuments of record for property boundaries and R/W needed within the areas described above.

Topographic Data

Consultant shall collect existing topographic data of manmade and natural features using a variety of methods to create a base map. These methods include but are not limited to: Collecting the data using terrestrial (Theodolite and EDM), GPS ("RTK"), High Definition Scanning ("HDS"), and aerial photography.

Topographic Data Collection

Consultant shall collect topographic features, manmade or natural, which must be tied within the limits of the Project described above and which must have three-dimensional ("3d") coordinates associated with each feature. Consultant shall collect these tied features using accepted collection methods.

Basemap

Consultant shall take applicable topographic data collected in tasks above and create a basemap file. Basemap must have all features drafted in AutoCAD format.

Digital Terrain Model ("DTM")

Consultant shall create a 3D Digital Terrain Model surface using all of the topographical data collected within the areas described above.

Consultant shall collect the topographical data to create points and break lines in adequate quantity and in proper placement, to accurately represent the surface of the ground. Consultant shall create a DTM that meets City's criteria for surface triangulation. Consultant shall collect confidence points in the field and generate a confidence point report. Consultant shall generate one (1) foot minor contours and five (5) foot major contours throughout the DTM. DTM shots must not exceed a fifty (50) foot spacing to show the terrain. Consultant shall gather topographic data for this Project through techniques consistent with the construction of a DTM. Consultant shall use a combination of survey data at break lines, features, and spot locations to develop the DTM that will be for design. Consultant shall not use utility ties as part of the modeling.

Utility Features

The purpose of this task is to locate and map utilities, to provide surface evidence of above and underground features for inclusion in the topographic basemap or other mapping.

Consultant shall utilize the Oregon One Call system to locate utilities within the Project area.

Task 3 – Plans, Specifications, and Estimate

Consultant shall provide labor, equipment and materials as needed to develop plans on 11x17 paper assuming a 1" = 50' plan sheet scale, and cost estimate at each subtask submittal.

Plans and specifications shall be based on 2018 Oregon Standard Specifications for Construction and the City of St. Helens Construction Standards

3.1 Preliminary (60%) Design

Consultant shall prepare 60% design level plan sheets where the details are significant or important to describe the project footprint. Plan sheets shall include the survey base map, new sidewalk alignment and call out notes indicating work to be done.

3.2 Advance (95%) Design

Consultant shall prepare 95% design level plan sheets based on the review comments from the 60% design review and to advance the plan set from the previous submittal. Plan sheets shall include the survey base map, new sidewalk alignment and call out notes indicating work to be done.

3.3 Final (100%) Design

Consultant shall prepare 100% design level plan sheets based on the review comments from the 95% design review and to advance the plan set from the previous submittal. Plan sheets shall include the survey base map, new sidewalk alignment and call out notes indicating work to be done.

Task 4 – Community Outreach

The Consultant shall assist in preparing documentation and information for distribution to the public regarding the project and plan on facilitating one public forum.

Task 5 – Utility Coordination**5.1 Utility Relocations**

Consultant shall coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort, Consultant shall complete the following:

- Preparation and transmitting of project Notification Letter(s)/Utility Conflict Notices
- Conflict notice to those utilities where a conflict is anticipated
- Review of Utility Relocation Plans and Preparation of Relocation Time Requirement Letters

Consultant shall examine all received utility relocation plans for completeness and accuracy. If relocation plans do not resolve utility conflict, Consultant shall provide comments to Utility for correction and re-submittal.

Consultant shall negotiate with each utility a utility construction work schedule that conforms to the project construction schedule.

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ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000	
		w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence	\$500,000 or per contract	YES
	Annual Aggregate	\$500,000 or per contract	

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

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

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
P.O. Box 278
St. Helens, OR 97051

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

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



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT B

DATE (MM) Item #3.

12/1/2020

3/4/2020

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1330770 DAVID EVANS AND ASSOCIATES, INC. 2100 SW RIVER PARKWAY PORTLAND OR 97201	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : Travelers Property Casualty Co of America	25674
	INSURER C : Continental Casualty Company	20443
	INSURER D : American Guarantee and Liab. Ins. Co.	26247
	INSURER E : American Zurich Insurance Company	40142
	INSURER F :	

COVERAGES DEAIN01 - MAIN CERTIFICATE NUMBER: 16621116 REVISION NUMBER: XXXXXXXX

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 INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLO9830389	12/1/2019	12/1/2020	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$300,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BAP9830390	12/1/2019	12/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	N	N	ZUP-51N07076	12/1/2019	12/1/2020	EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ \$1,000,000 \$ XXXXXXXX
E	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	N/A	WC 9336626	12/1/2019	12/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	AEH591924704	12/1/2019	12/1/2020	PER CLAIM \$1,000,000 ANNUAL AGGREGATE \$1,000,000

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. R-769; CITY OF ST. HELENS, COLUMBIA BOULEVARD SIDEWALK AND SAFETY IMPROVEMENTS. CITY OF ST. HELENS, ITS OFFICERS, AGENTS AND EMPLOYEES, AND OREGON DEPARTMENT OF TRANSPORTATION ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSURED'S OWN COVERAGE IS EXCESS OF AND NON-DAVID EVANS AND ASSOCIATES, INC. IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

16621116 CITY OF ST. HELENS ATTN: CITY ADMINISTRATOR PO BOX 278 ST. HELENS OR 97301	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
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CONCEPTUAL IGA CONSTRUCTION COST ESTIMATE

SECTION				COUNTY	
Columbia Blvd. Culvert				COLUMBIA	
DEA PROJECT #	KIND OF WORK	LENGTH	DATE	PREPARED BY	
STHN-002	Culvert Replacement			DEA, Inc.	
ITEM NUMBER	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
TEMPORARY FEATURES AND APPURTENANCES		TOTAL FOR GROUP		\$2,000	
0280-0100000A	EROSION CONTROL	LS	1	\$ 2,000.00	\$ 2,000
ROADWORK		TOTAL FOR GROUP		\$14,410	
0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 2,000.00	\$ 2,000
0350-0104000J	RIPRAP GEOTEXTILE, TYPE 2	SQYD	170	\$ 3.00	\$ 510
0390-0114000M	LOOSE RIPRAP, CLASS 700	TON	340	\$ 35.00	\$ 11,900
DRAINAGE AND SEWERS		TOTAL FOR GROUP		\$102,000	
0445-010070CF	72 INCH CULVERT PIPE, 20 FT DEPTH	FOOT	85	\$ 1,200.00	\$ 102,000
BASES		TOTAL FOR GROUP		\$2,500	
0640-0100000M	AGGREGATE BASE	TON	50	\$ 50.00	\$ 2,500
WEARING SURFACES		TOTAL FOR GROUP		\$0	
0740-0100000M	COMMERCIAL ASPHALT CONTRETE PAVEMENT	TON	25	\$ 250.00	\$ 6,250
RIGHT OF WAY DEVELOPMENT AND CONTROL		TOTAL FOR GROUP		\$6,400	
1040-0179000E	PLANT CUTTINGS, LESS THAN 1 INCH	EACH	50	\$ 50.00	\$ 2,500
1091-0104000K	STREAMBED GRAVEL	CUYD	65	\$ 60.00	\$ 3,900
SUBTOTAL, BIDDABLE ITEMS (w/o % Biddable)					\$ 133,560
SUBTOTAL, BIDDABLE ITEMS					\$ 133,560
CONTINGENCIES / CONSTRUCTION ENGINEERING		TOTAL FOR GROUP		\$98,492	
	CONSULTANT CONSTRUCTION ENGINEERING			20%	\$ 26,712.00
	AGENCY CONSTRUCTION ADMINISTRATION				\$ 5,000
	CONTINGENCIES			50%	\$ 66,780
TOTAL CONSTRUCTION COST					\$ 232,052

City of St. Helens

AMENDMENT OF PERSONAL SERVICES AGREEMENT

This Amendment is made on 1-11, 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 added an **Archaeological Survey** to the Agreement on November 5, 2020; and

D. WHEREAS, St. Helens and Contractor mutually desire to add **additional Archaeological Survey to document pilings** as required under Section 106 of the National Historic Preservation Act. The terms of compensation are included as **Attachment A** of this amendment.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The Agreement signed on or about March 4, 2021 shall be amended to include the Scope of Work included in **Attachment C**, 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:

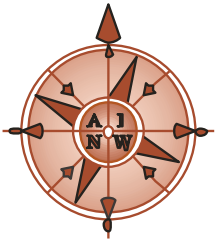
CONTRACTOR:

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



Archaeological Investigations Northwest, Inc.

3510 N.E. 122nd Ave. • Portland, Oregon 97230
Phone (503) 761-6605 • Fax (503) 761-6620

Vancouver Phone (360) 696-7473
E-mail: ainw@ainw.com
Web: www.ainw.com

MEMO

Date: January 4, 2022

To: Shannon Simms, ASLA, PLA, Associate, Mayer/Reed, Inc.

From: Nicholas Smits, M.A., R.P.A., Senior Archaeologist
Jo Reese, M.A., R.P.A., President/Senior Archaeologist

Re: St. Helens Riverwalk, Phase I, Oregon
Archaeological Site Form to Document Pilings

On December 7, 2021, AINW conducted an archaeological survey for the St. Helens Riverwalk, Phase I project. The original scope of work dated September 7, 2021, assumed that no archaeological resources would be identified. During the survey fieldwork, AINW identified several timber piles sticking out of the riverbank in the project area. The pilings are over 50 years old and will need to be recorded on an archaeological site form to meet review for cultural resources under Section 106 of the National Historic Preservation Act.

The scope of this add-on includes completion of one archaeological site form to document the pilings inside the Phase I project area. AINW will record these pilings as part of nearby archaeological site 35CO66, which consists of other pilings that have been documented along the banks of the Columbia River to the south. The updated site form for 35CO66 will be appended to the technical report. Drafts of the site form and survey report will be submitted to you for review and approval prior to submitting the final versions to the Oregon State Historic Preservation Office (SHPO).

Costs for the additional tasks specified in this proposal will be billed on a time and expenses basis and are anticipated not to exceed \$1,010.82, which would bring the total project cost to \$7,991.47. Please note that if collection for nonpayment of our invoice is necessary, reasonable collection or legal costs will be charged to you. This letter contains the entire agreement between us and there are no other representations, warranties, or commitments. If the terms of this proposal are acceptable to you, please sign and return this proposal to note your acceptance. Thank you.

Approval for project, as presented in this letter:

Signed: _____

Date: January 11, 2022

Name/Title: Jeramie Shane / Vice President

Archaeological Investigations Northwest, Inc.

CLIENT: Mayer/Reed, Inc.

Project Name: St. Helens Riverwalk, Phase I

Date: January 4, 2022

[illegible]

City of St. Helens

AMENDMENT OF PERSONAL SERVICES AGREEMENT

This Amendment is made on _____, 2022, between City of St. Helens, an Oregon municipal corporation (“St. Helens”), and **Mayer/Reed, Inc.** (“Contractor”).

RECITALS

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

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

C. WHEREAS, St. Helens and Contractor mutually desire to add additional design services for the Columbia View Park playground to the Agreement. The Scope of Work and terms of compensation for playground design 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 Columbia View Park playground design, unless terminated according to the terms of the Agreement.

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

ST. HELENS:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon
municipal corporation

MAYER/REED, INC

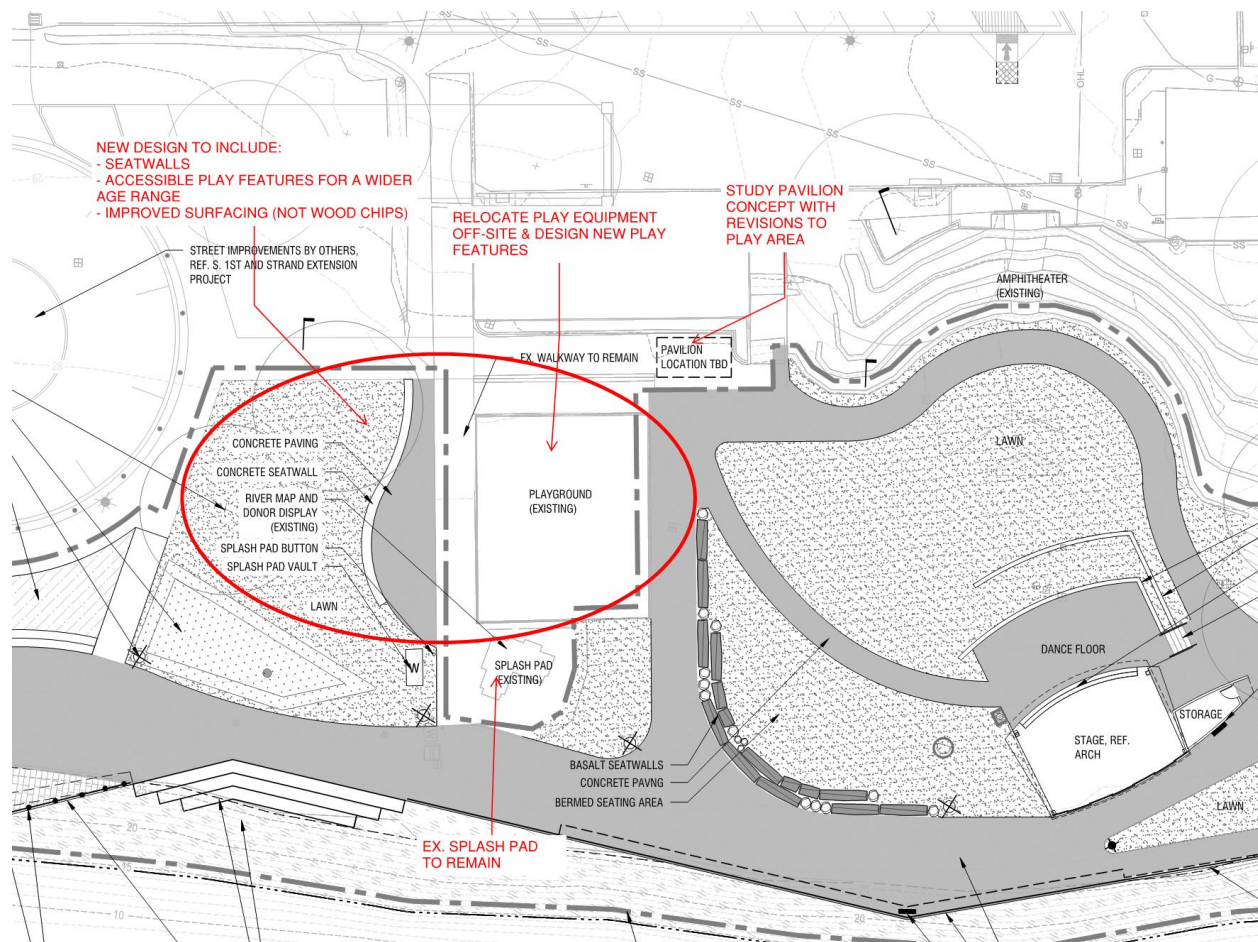
By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Playground Scope

This additional service proposal includes the work related to renovation of the Columbia View Park playground and adjacent park area, shown in the figure below. It is our understanding that the City of St. Helens desires to relocate the existing play equipment off-site and design new play features in this area along with the planned improvements for the Riverwalk and park, with a target construction budget of \$100,000 for the play area.

The 30% Design Submittal for the Riverwalk project assumed that the existing playground would remain. This work will include a preliminary design and cost estimate for the play area only. It will also include the addition of the play area for final design documentation, which will be added to the package with the other Riverwalk WO#2, Task 5: Final Design deliverables.



Task 1: Project Management

This task includes the management of the design team, preparation for and attendance at the following meetings:

- PM Progress Check-in Meetings with Client, 1 hr each, (4)
- Client Review Meetings, 1 hr each, (2)
- Design team coordination meetings, 1 hr each, (3)

Task 2: Preliminary Design

Work in this task includes:

- Landscape Architecture: Preliminary layout of site elements (play equipment, pathways, seating), paving and planting areas. Collect precedent imagery for site elements. Develop cost assumptions narrative & review cost estimate.
- Architecture: Coordinate pavilion design / location(s) with the new playground layout and integration to Phase 1 design revisions. Prepare for and attend client review meetings.
- Civil Engineering: Review draft preliminary design. Develop cost assumptions narrative for demo, erosion control, earthwork, utilities, and stormwater. Review cost estimate.
- Structural Engineering: Review foundation requirements for the various pieces of playground equipment. Develop cost assumptions narrative for structural elements. Review cost estimate.
- Lighting: Review draft preliminary design. Develop cost assumptions narrative for lighting and power. Review cost estimate.
- Cost estimating: Develop cost estimate based on preliminary design drawings and cost assumptions narrative. Reconcile costs with design team comments.

Task 2 Deliverables:

- Draft Preliminary Design plan & section drawings, precedent imagery
- Final Preliminary Design plan, section & detail drawings
- Cost Assumptions Narrative & Cost Estimate

Task 3: Final Design

Play area design will be submitted with the WO#2 Riverwalk Task 5 deliverables. The work in this task is to document the additional playground area only, and includes:

- Landscape Architecture: Develop site materials & layout, site details, grading, planting & irrigation for additional area.
 - Include structural foundation details, with review by structural engineer.
- Civil Engineering: Develop of demolition, erosion control, stormwater & utilities plans for additional area.
 - Expanded storm facilities to accommodate drainage from play area including storm drainage capture and routing to treatment facility.
- Structural Engineering:
 - Review of the foundation requirements for the various pieces of playground equipment. Develop brief calculations for the sizes of the concrete footings, and review of the manufacturer's recommendations for anchorage.
 - Review foundation details (drafted by others), provide detail mark ups for structural requirements.
 - It is assumed since these are not building components, formal calculations will not be needed for submittal for building permits.
- Lighting: Develop lighting plans for additional area.

Task 3 Deliverables:

- See Riverwalk Work Order #2, Task 5: Riverwalk Final Design Deliverables for 60% Design Submittal, 90% Design Submittal and Bid Documents.

Assumptions & Exclusions:

- Assume use of same luminaires as Riverwalk – no unique lighting or power for play area.
- Exclude design services for any relocated play equipment off site.
- Exclude pavilion final design documentation by architecture – this is covered already in Riverwalk WO#2, Task 6. Excludes costing for revised pavilion concept under Task 2.
- Excludes interpretive and wayfinding signage design services.
- Excludes water resources, construction management, survey, geotech, and environmental.

Schedule:

Draft Schedule for Task 2: Preliminary Design

Week	Task	Team
PRELIMINARY DESIGN PHASE		
1	Concept development for play area & pavilion Team internal coordination	Landscape + Architecture
2	Concept development for play area & pavilion Team internal coordination	Landscape + Architecture
3	Present draft concept design to Client	Landscape + Architecture
4	Revise concept	Landscape + Architecture
5	Develop costing narrative	Land, Arch, Civil, Structural, Electrical
6	Costing	Cost Estimator
7	Costing	Cost Estimator
8	Review Cost Submit SD Design to Client	All
9	Comment review meeting with Client	Landscape + Architecture

Task 3: Final Design will follow the same schedule as the Riverwalk Task 5 schedule, to be developed.

Mayer/Reed
 Prime - Landscape
 Architecture

OTAK
 Civil, Structural ,
 Architecture

ACC
 Cost Estimating

PAE
 Electrical, Lighting

		Total Task									
		Fee	Task %								
TASK 1	PROJECT MANAGEMENT (M/R only)	\$ 3,670	8%	\$ 3,670	100%	\$ -	0%	\$ -	0%	\$ -	0%
1.1	Project Administration										
1.2	PM Progress Mtgs with Client (4)										
1.3	Client Review Meetings (2)										
1.4	Design Team Meetings (3)										
TASK 2	PLAYGROUND PRELIMINARY DESIGN	\$ 31,423	68%	\$ 19,520	62%	\$ 6,715	21%	\$ 3,923	12%	\$ 1,265	4%
2.1	Prepare Draft Preliminary Design										
2.2	Prepare Preliminary Design Drawings & Costing Narr										
2.3	Cost Estimate & Review										
2.4	Meetings & Coordination										
TASK 3	PLAYGROUND FINAL DESIGN	\$ 10,217	22%	\$ 4,665	46%	\$ 3,782	37%	\$ -	0%	\$ 1,770	17%
3.1	Prepare 60% Design Submittal										
3.2	Prepare 90% Design Submittal										
3.3	Prepare Bid Documents										
Total Fee		\$ 45,310		\$ 27,855	61%	\$ 10,497	23%	\$ 3,923	9%	\$ 3,035	7%
Expenses		\$ 836	2%								
Total		\$ 46,146	100%								

				Role Staff Name					FIRM TOTAL
				Billing Rate	Principal in Charge Jeramie Shane \$210	Project Manager Shannon Simms \$115	Design Lead \$115	Design Support \$90	
TASK 1	PROJECT MANAGEMENT (M/R only)								
1.1	Project Administration	--			1	4			
1.2	PM Progress Mtgs with Client (4)	--			4.0	4.0			
1.3	Client Review Meetings (2)	--			2.0	2.0	2.0	2.0	
1.4	Design Team Meetings (3)	--				2.0	2.0	2.0	
	Subtotal Hours				7.0	12.0	4.0	4.0	
	Subtotal Fees				\$ 1,470	\$ 1,380	\$ 460	\$ 360	
	Total TASK 1 Fees			\$ 3,670					\$ 3,670
TASK 2	PLAYGROUND PRELIMINARY DESIGN	9 weeks							
2.1	Prepare Draft Preliminary Design	3 weeks	Land, Arch		4	21	24	72	
2.2	Prepare Preliminary Design Drawings & Costing Narrati	2 weeks	All		4	16	16	24	
2.3	Cost Estimate & Review	4 weeks	All			2	1		
2.4	Meetings & Coordination								
	Subtotal Hours				8.0	39.0	41.0	96.0	
	Subtotal Fees				\$ 1,680	\$ 4,485	\$ 4,715	\$ 8,640	
	Total TASK 2 Fees			\$ 31,423					\$ 19,520
TASK 3	PLAYGROUND FINAL DESIGN								
3.1	Prepare 60% Design Submittal				1	2	4	16	
3.2	Prepare 90% Design Submittal				1	2	4	12	
3.3	Prepare Bid Documents					1	2		
	Subtotal Hours				2.0	5.0	10.0	28.0	
	Subtotal Fees				\$ 420	\$ 575	\$ 1,150	\$ 2,520	
	Total TASK 3 Fees			\$ 10,217					\$ 4,665
	Subtotal			\$ 45,310					\$ 27,855
	Expenses			\$ 836					\$ 836
	Total Fee			\$ 46,146					\$ 28,691

		Otak							FIRM TOTAL
		PIC/Sr. PM Civil	Civil Engineer IX	Civil Engineer II	Engineering Designer III	Studio Leader	Architectural Tech III	CM Documentation Specialist III (Flett)	
		\$252.06	\$192.80	\$100.84	\$99.45	\$183.55	\$84.86	\$109.18	
TASK 1 PROJECT MANAGEMENT (M/R only)									
1.1	Project Administration								
1.2	PM Progress Mtgs with Client (4)								
1.3	Client Review Meetings (2)								
1.4	Design Team Meetings (3)								
	Subtotal Hours								
	Subtotal Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Total TASK 1 Fees								\$ -
TASK 2 PLAYGROUND PRELIMINARY DESIGN									
2.1	Prepare Draft Preliminary Design					6	2		
2.2	Prepare Preliminary Design Drawings & Costing Narrati	6	6	2	2			1	
2.3	Cost Estimate & Review	1	1	1		2		1	
2.4	Meetings & Coordination					4	6		
	Subtotal Hours	7.0	7.0	3.0	2.0	12.0	8.0	2.0	
	Subtotal Fees	\$ 1,764	\$ 1,350	\$ 303	\$ 199	\$ 2,203	\$ 679	\$ 218	
	Total TASK 2 Fees								\$ 6,715
TASK 3 PLAYGROUND FINAL DESIGN									
3.1	Prepare 60% Design Submittal	2	3	2	2	1	2	1	
3.2	Prepare 90% Design Submittal	2	3	2	2	1	2		
3.3	Prepare Bid Documents								
	Subtotal Hours	4.0	6.0	4.0	4.0	2.0	4.0	1.0	
	Subtotal Fees	\$ 1,008	\$ 1,157	\$ 403	\$ 398	\$ 367	\$ 339	\$ 109	
	Total TASK 3 Fees								\$ 3,782
	Subtotal								\$ 10,497
	Expenses								
	Total Fee								\$ 10,497

		ACC Cost Consultants			FIRM TOTAL
		Principal	Senior Estimator	Estimator	
		\$190	\$150	\$103	
TASK 1	PROJECT MANAGEMENT (M/R only)				
1.1	Project Administration				
1.2	PM Progress Mtgs with Client (4)				
1.3	Client Review Meetings (2)				
1.4	Design Team Meetings (3)				
	Subtotal Hours				
	Subtotal Fees	\$ -	\$ -	\$ -	
	Total TASK 1 Fees			\$ -	
TASK 2	PLAYGROUND PRELIMINARY DESIGN				
2.1	Prepare Draft Preliminary Design				
2.2	Prepare Preliminary Design Drawings & Costing Narrati				
2.3	Cost Estimate & Review	2.5	12	16	
2.4	Meetings & Coordination				
	Subtotal Hours	2.5	12.0	16.0	
	Subtotal Fees	\$ 475	\$ 1,800	\$ 1,648	
	Total TASK 2 Fees			\$ 3,923	
TASK 3	PLAYGROUND FINAL DESIGN				
3.1	Prepare 60% Design Submittal				
3.2	Prepare 90% Design Submittal				
3.3	Prepare Bid Documents				
	Subtotal Hours	0.0	0.0	0.0	
	Subtotal Fees	\$ -	\$ -	\$ -	
	Total TASK 3 Fees			\$ -	
	Subtotal			\$ 3,923	
	Expenses				
	Total Fee			\$ 3,923	

1/12/2022

St. Helens Riverwalk - Playground Fee Proposal

		PAE			FIRM TOTAL
		Lead Electrical Jarren Parthemer \$190	BIM/CAD Lead Daniel Wirtala \$125	Project Coordinator Melanie Brown \$125	
TASK 1 PROJECT MANAGEMENT (M/R only)					
1.1	Project Administration				
1.2	PM Progress Mtgs with Client (4)				
1.3	Client Review Meetings (2)				
1.4	Design Team Meetings (3)				
	Subtotal Hours				
	Subtotal Fees	\$ -	\$ -	\$ -	
	Total TASK 1 Fees				\$ -
TASK 2 PLAYGROUND PRELIMINARY DESIGN					
2.1	Prepare Draft Preliminary Design				
2.2	Prepare Preliminary Design Drawings & Costing Narrati	4		1	
2.3	Cost Estimate & Review	2			
2.4	Meetings & Coordination				
	Subtotal Hours	6.0	0.0	1.0	
	Subtotal Fees	\$ 1,140	\$ -	\$ 125	
	Total TASK 2 Fees				\$ 1,265
TASK 3 PLAYGROUND FINAL DESIGN					
3.1	Prepare 60% Design Submittal	4	1		
3.2	Prepare 90% Design Submittal	4	1		
3.3	Prepare Bid Documents				
	Subtotal Hours	8.0	2.0	0.0	
	Subtotal Fees	\$ 1,520	\$ 250	\$ -	
	Total TASK 3 Fees				\$ 1,770
	Subtotal				\$ 3,035
	Expenses				
	Total Fee				\$ 3,035

City of St. Helens

AMENDMENT OF PERSONAL SERVICES AGREEMENT

This Amendment is made on _____, 2022 between the City of St. Helens, (hereinafter "City"), and **Arciform** (hereinafter "Contractor").

RECITALS

- A. **WHEREAS**, on or about September 20, 2020, St. Helens and Contractor entered into an agreement ("Agreement") in which Contractor agreed to provide services ("Services") related to design services for the Utility Billing/Court building at 275 Strand Street (the Bennett Building); and
- B. **WHEREAS**, the original contract expired on September 16, 2021; and
- C. **WHEREAS**, St. Helens and Contractor mutually desire to extend the agreement and add an additional work order to the Agreement. The scope of work and terms of compensation are included as **Attachment A** of this amendment.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The Agreement signed on or about September 20, 2020 shall extended to August 31, 2022.
2. The Agreement signed on or about September 20, 2020 shall be amended to include the scope of work and terms of compensation included in **Attachment A**, unless terminated according to the terms of the Agreement.
3. All other terms and conditions of the Agreement shall remain in full force and effect other than as specifically amended herein.

ST. HELENS:

CITY OF ST. HELENS, an Oregon
municipal corporation

By: _____
Name: _____
Its: _____

CONTRACTOR:

ARCIFORM

By: _____
Name: _____
Its: _____

ARCIFORM

design | restore | remodel

January 13th, 2022

City of St. Helens
 265 Strand Street
 St. Helens, OR 97051
 Jenny Dimsho, AICP
 (503) 366-8207
jdimsho@ci.st-helens.or.us

Job #:

Work Order

For the price of twenty-four thousand and 00/100 dollars, (\$24,000.00), Arciform will perform the scope of work outlined in this work order.

Permits

1. Building and Trade permits are not required for this scope of work. Should any government entity require a permit or alterations to the scope of work defined in this work order before issuing the appropriate permit/s or during inspections, this will constitute a change order and will be paid for by the client per the Arciform Agreement on a time and materials basis.
2. Arciform has acquired a temporary one-year contractor's license to work in the City of St. Helen's, Oregon. Cost is included in this proposal.

Protection

1. Client is responsible for the removal of all personal items from the work area prior to commencement of work.
2. Prior to demolition, to protect the health and safety of our employees, subcontractors, and clients, Arciform will conduct an asbestos and lead survey. Analytical test results are required for the following products but are not limited to paint, plaster, drywall compound, HVAC wrap, spray on textures, vinyl and linoleum flooring, insulation, electrical wire insulation, roofing underlayment and asphalt shingles.
3. If any materials are found to have asbestos (1% minimum), analytical testing and removal of asbestos materials must be performed by a licensed asbestos abatement contractor and is not included in this agreement.
4. If paint is found to have lead present (1% minimum), Arciform will implement lead-safe protocols during demolition/removal of said lead-based paint.

Travel

1. Per the Client/Arciform Agreement, travel time outside of a 15-mile radius from our office at 2303 N. Randolph Ave. in Portland, Oregon is a billable expense. This is included as a fixed cost in the work order.

Project Scope: Brick Parapet Wall (TPO Membrane & Concrete Tiles)

1. Provide, erect, and remove scaffolding. Note: maintain access to entry and payment drop box.
2. Remove existing concrete tiles and salvage for reuse.
3. Pull back existing TPO membrane.

4. Inspect parapet wall and roof under pulled back TPO for dry-rot in structural components and wood nailers (substrate for parapet tiles). Note, there is potential for additional work to repair parapet masonry and replace substrate after cap removal and a full investigation.
5. Wire brush brick/masonry on top of the parapet wall (birds' nests, dirt, and vegetation). Remove loose mortar from brick parapet ledge.
6. Wire brush concrete tiles, scrub and remove moss/dirt.
7. Repair broken concrete tiles with copper wire and caulking.
8. Re-seal concrete tiles. Requires, at minimum, annual re-application of sealer by Client. Recommend reapplication twice a year.
9. Install new wood nailer anchored into brick parapet wall top.
10. Install screen and Flexim Stynthetic mortar along outside edge of brick ledge to prevent nesting birds. Note: the space between the brick parapet wall and the concrete tile caps at the outside edge where the tiles extend beyond the parapet wall will have a void/open space, but the Flexim mortar should deter the birds from nesting.
11. Reinstall TPO membrane and patch membrane as necessary at top of parapet wall with Eternabond membrane tape.
12. Reinstall original concrete tiles (drill tiles and secure to wood nailer substrate).
13. Clean up and haul away all debris from this work.
14. The work outlined above is warrantied for one year. Excludes the TPO membrane (not installed by Arciform/CC&L Roofing) and concrete tile breakage (due to age). CC&L will provide a specialized warranty to Arciform and the City of St. Helens for their work after contract signing.

Client Supplied Items

The following items are not included in this agreement. Please refer to "Client Supplied Material or Labor Disclaimer." All re-used materials or salvaged items are understood to be in "as-is" condition. If said items are to be refurbished, this work will be done on a time and materials basis. This list is not meant to be all inclusive. It has been included only as a guide. Items to be provided by Client:

1. Construction and Trade permit and inspection fees if required by the City of St. Helens.
2. Taxes if required.
3. Hazardous materials (specifically asbestos) waste removal if discovered during the asbestos survey, demolition, or construction.
4. Sidewalk closure permit and fees if required by the City of St. Helens.
5. Parking permits and fees if required by the City of St. Helens.
6. Access to bathroom and cleaning facilities for site labor and clean up (Covid-19 and Lead-safe mandates).

Payment Schedule

Although the sums set forth for each of the items are specific, the order of completion of such items is only a guide. Invoices will be delivered to Client upon reaching the milestones listed below. For fixed fee, guaranteed cost, or flat rate work, Arciform may invoice Client once each month during performance under this agreement. Additional work/change orders are either fixed price or time and materials. Fixed price additional work/change orders will be paid for prior to the commencement of the extra work. Time and materials additional work/change orders will be billed at two-week intervals or added to the next scheduled progress billing. Within seven days of receipt of any invoice, Client must either issue full payment or object to the invoice. If Client objects to an invoice, Client must (a) provide reasonable notice to Arciform stating the reasons for its objection, and (b) provide Arciform with reasonable opportunity to cure Client's reasons for objection, and (c) issue partial payment to cover work not subject to its objection. Client may withhold payments pending resolution of any disputes in accordance with this agreement.

▪ Deposit upon signing	\$10,000.00
▪ Upon start of parapet wall repair work	\$10,000.00
▪ Upon completion	\$ 4,000.00

Please note: some items might need to be completed after the punch list walk through. The payment is still due, but an amount based on the value of the punch list item will be determined, agreed upon and withheld until those items are completed.

Agreement

If Client agrees to the terms of this Work Order, Client will sign and return a copy of the Work Order with the deposit within 14 days of date of this agreement, as prices cannot be guaranteed after that date. See the "Arciform Agreement" for specifications to this Work Order.

Client Signature _____ Date _____

Arciform LLC Adam Schoeffel Date 1/13/2022

Grantor:

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

Grantee:

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

After Recording Return To:

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

QUITCLAIM DEED

City of St. Helens as easement holder, hereinafter called grantor, for the consideration hereinafter stated, releases and forever quitclaims unto **City of St. Helens** as landowner, hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of the grantor's right, title and interest in that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Columbia County, State of Oregon, described as follows, to-wit:

Storm sewer easement per Deed Book 197 Page 621 and water easement per Deed Book 262 Page 212, Columbia County Clerk deed records.

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is **\$0**.

The purpose of this conveyance is to release and relinquish all of the right, title and interest of the grantor in the premises arising by reason of that certain storm water easement granted from Eva Fielding, to the City of St. Helens, **recorded September 3, 1974, as Deed Book 197, Page 621** in the Official Records of Columbia County, Oregon.

The purpose of this conveyance is also to release and relinquish all of the right, title and interest of the grantor in the premises arising by reason of that certain water easement granted from Boise Cascade/Delaware Corporation, to the City of St. Helens, **recorded May 14, 1986, as Deed Book 262, Page 212** in the Official Records of Columbia County, Oregon.

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In witness whereof, the grantor has executed this instrument on _____, 2022; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CITY OF ST. HELENS, Grantor

By: _____

Rick Scholl, Mayor
City of St. Helens

STATE OF OREGON)
) ss.
County of Columbia)

This instrument was acknowledged before me on _____, 2022,

by **Rick Scholl** as **Mayor** of **City of St. Helens**.

Notary Public for Oregon
My commission expires: _____

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 **GeoTerra, Inc.** (“Contractor”).

RECITALS

A. The City is in need of personal services for new digital aerial imagery, and elevation, planimetric and other data for use with its ESRI GIS and AutoCAD systems, 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 new digital aerial imagery, and elevation, planimetric and other data for use with its ESRI GIS and AutoCAD systems, and Contractor accepts such engagement. The principal contact for Contractor shall be **Bret Hazell**, phone **(541) 343-8877**.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in **Exhibit 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 **July 31, 2022**. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in **Exhibit A**.

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 **Exhibit A**, 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 billings to the City as outlined in **Exhibit A**. 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 Planner
265 Strand Street
St. Helens OR 97051

CONTRACTOR: GeoTerra, Inc.
Attn: Bret Hazell, President
860 McKinley Street
Eugene, OR 97402

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 Exhibit B attached hereto and incorporated herein by reference.

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

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

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

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

10. Termination.

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

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

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

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

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

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

10.2 Breach of Agreement

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

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

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

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

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

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

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

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

14. Indemnification.

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

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

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

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

16. Compliance with Law.

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

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

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

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

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

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

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

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

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

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

16.9.1 Either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Mediation/Dispute Resolution

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

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

23. Records, Inspection and Audit by the City.

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

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

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

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

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

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

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

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

CITY:**CITY OF ST. HELENS**

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:**GeoTerra, Inc.**

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

January 12, 2022

City of St. Helens
265 Strand Street
St. Helens, Oregon 97051

Re: **Exhibit A**
GeoTerra Statement of Work (SOW) 2022 Aerial Imaging and GIS Update – RFP No. M-498

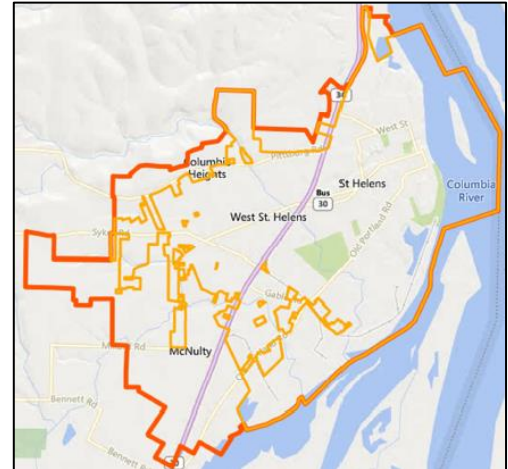
Technical Details and Schedule for Completion

GeoTerra Mission

Preserve existing value of City maps and database information while providing the latest in accuracy, resolution, and quality – all within or below the stated City budget.

Methodology – Key Tasks

- New color orthophotography at a pixel resolution of 0.20'**
This will provide outstanding visibility of existing features to include utilities.
- New Lidar at a minimum of ten (10) points per square meter (10 ppsm)**
This will provide 1' contours with supporting terrain products in both CAD and GIS formats. The data set will also be used as a terrain surface for orthophoto generation, building polygon extraction, to establish orthophoto seamlines, and as needed for vegetation analysis.
- New feature data collection at a map scale of 1" = 50' for all designated map layers**
This will be more accurate, seamless, and less expensive than updating existing features. Existing features will be used during QC to ensure accurate and complete mapping.
- Establish new GPS control network for overall accuracy of features, terrain, and orthophotography**
Best to use a new control network as a foundation for this project and a reference for future work completed within the UGB.
- Provide GIS support to preserve existing database information**
The City of St. Helens may have valuable information tied to existing feature data layers. We will provide the services to tie new mapping to the existing database while also preserving methods for future internal updates.
- Provide two citywide enlargements**
Mounted and laminated, we will deliver these to the City (size estimated at two pieces, 1" = 400' map scale depicting approximately 22,400 x 22,400 feet with total size of 56" x 56")



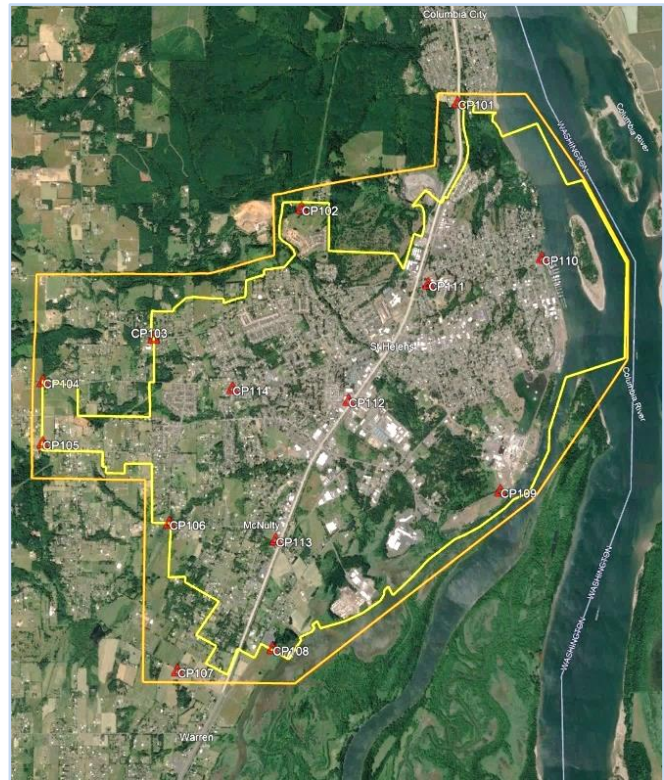
Project Planning Map

UGB Boundary is shown as yellow line; acquisition boundary for imagery and Lidar is shown as orange line. Control points (14) are marked in preliminary locations based upon control of the overall mapping. Please note, additional Lidar vertical control will be added to the overall imagery AT solution.

Technical Tasks for City of St. Helens

GPS Survey for Control Network

GeoTerra (GT) will survey fourteen (14) control points. Each will be targeted for visibility in the imagery based upon a temporary target or an existing feature. As needed, they will survey additional vertical control points on flat hard surfaces nearby. For quality control and vertical accuracy analysis of the Lidar, Gt will collect over 500 vertical check points using a vehicle mounted system. All work will be performed by a licensed Professional Land Surveyor in the State of Oregon. Attachment (C) provides a preliminary control layout for the project.



Aerial Digital Imagery Acquisition

GeoTerra will acquire digital imagery in March of 2022 when leaf-off conditions exist with the best possible sun angles. Using their Vexcel UltraCAM M2 camera system, the plan entails collection at a ground sample distance of 6cm, with eleven (11) flight lines and 235 photos completely covering the UGB in stereo. This resolution will support orthophotography at a pixel resolution of 0.20 feet.

Aerial Triangulation (AT) – Aerial triangulation ties all the imagery into a block, ready for photogrammetric extraction of features and terrain data. Issues with imagery and the ground survey often show up during this technical process, acting as a quality control measure for this and previous tasks.

Photogrammetry – Mapping of Features & Supplemental Terrain Break Lines – Features per the attached layer list (attachment D) are mapped using photogrammetric methods (stereo collection on photogrammetric workstation by Photogrammetrist) at a map scale of 1" = 50'. Features are collected in 3D for eventual import and use in GIS. We will verify and update various utility features based upon the new stereo imagery and other documentation provided by the City. In addition to features, some terrain 3D terrain break lines are collected for feature layers like stream drainage, edge of road, edge of water – these are integrated into the final Lidar terrain model when needed for better definition and accuracy.

Aerial Lidar and Processing

Collecting new Lidar for the project area will provide high accuracy for all terrain related products. GT will collect Lidar at a target minimum point density of ten (10) points per square meter (ppsm). Once collected, it will be calibrated and adjusted to the control network with an expected vertical accuracy of 0.20 feet or better RMSE for 95% of points measured in open flatter ground. During processing, the point cloud is reviewed and cleaned

to establish an accurate terrain surface. The terrain surface is created using what are called “model key points” which are ground points impacting terrain change with a minimum horizontal density and included based upon a minimum vertical change. This data set reduces the overall density of the point cloud while not negatively impacting the accuracy of resulting terrain surface products. The Lidar ground surface will be augmented with photogrammetric 3D break lines to assist in showing the ground surface at abrupt edges like curb lines or large retaining walls. The final DTM will be used for generating 1’ contours, the Civil3D terrain surface, the ground raster DEM, and associated GIS terrain products.

Orthophotography – New color orthophotography will be generated at a pixel resolution of 0.20’ to support a wide range of uses. The imagery will provide users with outstanding clarity of features to include many utility features. In production, orthophotography is cleaned and fully edited to correct for actual bridge locations, overpasses, new construction, dam warping, levee alignment, etc. The ortho imagery is delivered in both uncompressed and compressed formats.

GIS & Data Integration

As needed, the GeoTerra GIS team will ensure database information is tied to new features whenever possible. In addition, a QC review is performed by the team to make sure existing features are in the new data either through collection or translation from existing digital maps. Meeting with City staff will help to evaluate the situation further and establish what level of work is required.

Color Photo Enlargements

Mounted and laminated, we will deliver these to the City of St. Helens (size estimated at two pieces, 1” = 400’ map scale depicting approximately 22,400 x 22,400 feet with total size of 56” x 56”)

Deliverables

- Project map with planning layers, tile structure, flights, and control in both CAD and ArcGIS formats
- Survey control report in PDF format
- Feature and contour mapping at 50-scale with 1-foot contours in both CAD and ArcGIS formats
Includes integrated GIS data sets with existing database information as applicable
- Terrain surface in AutoDesk Civil3D format and ArcGIS geodatabase format with terrain folder
- Terrain surface in ArcGIS raster DEM format at 3’ pixel resolution
- Classified Lidar (ground | non-ground classification) in .las format (*with structure class*)
- Classified Lidar ground only model key points in .las format
- Uncompressed color orthophotography at 0.20’ pixel resolution in GeoTIFF format (tiles)
- Compressed color orthophotography at 0.20’ pixel resolution in SID/SDW format (mosaic & tiles)
- Compressed seamless mosaic of project area in SID/SDW format at 2’ resolution
- Color photo enlargements as specified – delivered to the City and ready for hanging (2 each sets)
- Project metadata in standard GeoTerra format as PDF

Preliminary Schedule

Work will be completed and submitted for final review no later than June 30th. A draft schedule is provided below:

- | | |
|---|-------------------------|
| • Proposal and Selection | December 2021 |
| • Project planning meeting Kick-off | January 2022 |
| • Survey control network | February / March 2022 |
| • Lidar acquisition | January – February 2022 |
| • Imagery acquisition | March 2022 |
| • Project planning meeting Production | April 2022 |
| • Deliverables shipped NLT | June 30, 2022 |
| • Review Comments to GeoTerra by City | NLT July 15, 2022 |
| • Data Review, Final Edit and Data Shipment | NLT July 29, 2022 |

Internal Quality Assurance / Quality Control (QA/QC)

GeoTerra utilizes appropriate QC methods and checklists for each task, including flight planning, acquisition, data production, and delivery. Each component requires efficient and careful assessment to achieve a quality outcome. For flight operations we have a spotless safety record and project experience showing hundreds of successful projects. For mapping, we deliver over a hundred complex aerial mapping projects each year with many of these, repeat projects for the same client.

Costs

Costs are included in a separate attachment (A) broken out by tasks included in the Scope of Work. An invoice plan is also provided stating dates and amounts.

A rate schedule is provided as attachment (B); if future work is required over and above the stated final scope of work for the project. The costs we provide for tasks per this scope of work are “fixed cost” or “lump sum”.

Attachments

- A Project Costs
- B Rate Schedule
- C Survey Control Plan
- D Layer List for Planimetric Mapping

Attachment A – Project Costs and Invoice Plan

Project Costs

Aerial imagery and Lidar acquisition	\$15,000
GPS survey control network – 14 points plus QC points	\$7,500
Photogrammetric mapping of features and terrain break lines	\$48,210
Color orthophotography at 0.20' pixel resolution	\$4,750
Lidar processing and generation of terrain products (1' contours)	\$7,000
Cartographic Editing, Delivery, and GIS related tasks	\$4,730
Utility related research, verification, per City documentation	\$5,200
Project management & administration	\$1,720

Total Estimated Cost = \$94,110

Invoice Plan

Aerial Acquisition and Survey Control	April 4, 2022	\$22,500
Map Production – Features, Terrain, and Orthos (50%)	May 23, 2022	\$35,800
Map Production – Features, Terrain, and Orthos (100%)	July 6, 2022	\$35,810
	Total	\$94,110

Attachment B – Rate Schedule

Hourly billing rates for On-Call Photogrammetric & Lidar Services. These rates include direct labor, overhead, and profit; rates through the end of 2022.

<i>Classification</i>	<i>2021-2022 Hourly Billing Rate</i>	
President / PM	\$95.00	(Bret Hazell)
Production Manager	\$90.00	(Brad Hille)
Staff Surveyor, Field Operations	\$110.00	(Shelby Griggs)
Staff Surveyor, Office	\$85.00	(Shelby Griggs)
Production Coordinator	\$80.00	
Senior GIS Analyst	\$80.00	
Technical Team Leader	\$75.00	
Photogrammetrist	\$70.00	
Cartographic Technician (CAD)	\$70.00	
Administrator	\$70.00	
LiDAR / GIS Analyst II	\$70.00	
LiDAR / GIS Analyst I	\$65.00	
Imaging Technician	\$65.00	

<i>Direct Non-Salary Costs</i>	<i>Hourly Rate</i>
Ferry Flight – Cessna 180 Single Engine Aircraft (130 knots)	\$800/hr.
Ferry Flight – Cessna T210 Single Engine or Cessna 310 Twin Engine (160 knots)	\$850/hr.
Photo Operations – per line mile during acquisition	\$65/lm
Image Processing – per exposure	\$2.00/each
Airborne GPS Processing (CORS or PPP) per day	\$500/day
Lidar System Mobilization per project	\$5,000 ea.
Lidar System Operation / Collection Time on-site with aircraft / crew included	\$2,000/hr.
Field Survey Equipment Pack with GPS System(s), assoc. equipment	\$250/day
Survey Vehicle with 4WD, communications, safety equipment – per mile	\$1.50/mile
Per Diem per person (overnight)	\$200.00

**** Flight ferry and acquisition times include aircraft, crew, and associated equipment while in the air.**

Attachment C – Control Plan



Triangles represent planned survey control point locations.

[Aerial Imagery](#) | [Mapping](#) | [Lidar](#) | [GIS](#) | [Orthophotography](#)

www.GeoTerra.us

Attachment D – Preliminary Layer List for Planimetric Feature Collection

VA-ROAD-PVMT	Roadway edge of pavement	Line
VA-ROAD-GRVL	Edge of gravel road	Line
VA-ROAD-CNST	Roadway under construction/proposed	Line
VA-ROAD-CURB-BOTM	Base of roadway curb	Line
VA-ROAD-PVMT-SHLD	Paved shoulder area of road	Line
VA-ROAD-UPVD-SHLD	Unpaved shoulder area of road	Line
VA-DRIV-CURB-BOTM	Base of driveway curb	Line
VA-DRIV-PVMT	Edge of paved driveway	Line
VA-DRIV-UPVD	Edge of unpaved driveway	Line
VA-PRKG-CURB-BOTM	Base of parking lot curb	Line
VA-PRKG-PVMT	Edge of paved parking lot	Line
VA-PRKG-UPVD	Edge of unpaved parking lot	Line
VA-SWLK-PUBL	Edge of public sidewalk	Line
VA-TRAL	Edge of trail	Line
VA-TRAL-BIKE	Edge of bike path (not roadway bike lanes)	Line
VA-APRN-OTLN	Paved/concrete surfaces for aircraft	Line
VA-SLAB-CONC	Outline of concrete pad next to building	Line
VA-WALL-RTWL	Retaining walls	Line
VA-SITE-CONC	Outline of concrete slabs	Line
VA-GATE-CATT	Outline of cattle grates on roadways/driveways	Line
VA-UTIL-CBSN-RECT	Stormwater catch basin	Symbol
VA-UTIL-MHOL	Manhole	Symbol
VA-RIVR-EWAT	Edge of river	Line
VA-TOPO-EWAT-PERE	Edge of perennial stream	Line
VA-TOPO-EWAT-SWMP	Outline of low-lying marshland area	Line
VA-TOPO-EWAT-LAKE	Outline of lake	Line
VA-DTCH-BOTM	Ditches (represented by a single line)	Line
VA-HYDR-CANL	Edge of concrete canals	Line
VA-HYDR-HDWL	Concrete headwall walls	Line
VA-HYDR-DAM-CONC	Outline of concrete dam	Line
VA-HYDR-SPILL	Outline of structure allowing water overflow	Line
VA-HYDR-FILT-POND	Outline of sewer plant lagoons	Line
VA-PLAY-PVMT	Outline of paved playgrounds, sports courts	Line
VA-PLAY-UPVD	Outline of unpaved playgrounds, sports fields	Line
VA-SITE-PILE	Outline of misc piles	Line
VA-ROAD-CURB-TOP	Top face of curb for a paved road	Line
VA-TOPO-BRKL	Lines representing terrain breaks/terrain	Line
VA-CTRL-HVPT	Control point	Symbol
VA-MRKG-YELO	Solid yellow paint on pavement	Line
VA-MRKG-STRP	Solid white paint on pavement	Line
VA-MRKG-FOGL	White or yellow foglines on pavement	Line
VA-MRKG-PEDX	Paint lines marking pedestrian sidewalks	Line
VA-MRKG-BIKE	Paint marking a bike lane	Line
VA-PRKG-MRKG	Paint lines in a parking lot	Line
VA-TOPO-DTMP	Points representing terrain	Symbol
VA-TRAF-GRAL	Roadside safety barrier	Line
VA-TRAF-BARR-POST	Posts to guard entrances or protect utilities	Symbol
VA-TRAF-BARR-CONC	Concrete barriers that separate lanes/direct traffic	Line
VA-TRAF-BARR-MISC	Protective barriers for roadways	Line
VA-BRDG	Outline of a bridge deck	Line
VA-RAIL	Lines representing the tracks of a railroad	Line
VA-RAIL-XING-SGNL	Flashing lights at railroad crossings	Symbol
VA-RAIL-XING-GARD	Arm barrier at railroad crossings	Symbol

Attachment D – Preliminary Layer List for Planimetric Feature Collection (continued)

VA-TRAF-SGNL	Traffic signal poles including those with arms/lights	Symbol
VA-BLDG-OTLN	Outline of a building	Line
VA-BLDG-OTLN	Outline of an interior courtyard of a building	Line
VA-BLDG-OTLN-CNST	Outline of a building/foundation under construction	Line
VA-BLDG-RUIN	Old foundations where a building once existed	Line
VA-BLDG-SILO	Outline of farm granaries	Line
VA-BLDG-TANK	Outline of significant water/fuel tanks	Line
VA-BLDG-OTLN-OPEN	Outline of canopies/carports/open-sided structures	Line
VA-BLDG-OTLN-FNDN	Outline of new/intact building foundations	Line
VA-BLDG-OTLN-GRNH	Outline of commercial and/or large private greenhouses	Line
VA-BLDG-DECK	Outline of decks covered or uncovered	Line
VA-BLDG-WALK-COVR	Sidewalks covered by a roof-like structure	Line
VA-BLDG-WALK-OVER	Raised walkway joining two buildings	Line
VA-BLDG-CHIM	Large industrial smokestacks	Symbol
VA-SITE-FENC	All fencelines	Line
VA-SITE-GATE	Gates that affect travel or public access	Symbol
VA-POOL-RESI	Outline of a concrete pool	Line
VA-SITE-RAMP	Ramps/loading docks attached to buildings	Line
VA-UNID-PIPE	Centerline of pipes 6' diameter or greater	Line
VA-SIGN-TRAF	Small road signs (stop signs/speed signs)	Symbol
VA-SITE-FLAG	Major flagpoles	Symbol
VA-COMM-ANTN	Significant telecommunications towers/antennae	Symbol
VA-POWR-POLE	Main power poles including those with lights	Symbol
VA-POWR-LINE	Power lines connecting power poles	Line
VA-TRAN-TOWR-METL	Large towers for major transmission lines	Symbol
VA-TRAF-LGHT	Light standards including those with arms	Symbol
VA-UTIL-MISC	Small miscellaneous utilities	Symbol
VA-UTIL-BOX	Large utility boxes (3'x3' or larger)	Symbol
VA-WATR-HYDT	Water hydrant utility	Symbol
VA-STRM-CULV	Location of a culvert for a ditch or stream	Symbol
VA-WATR-BOAT-DOCK	Commercial/public docks for boat loading/unloading	Line
VA-WATR-BOAT-RAMP	Concrete ramp leading into water	Line
VA-SITE-RIPR	Stones/boulders to prevent erosion along water bodies	Line
VA-SITE-ROCK	Boulders/rock faces/groupings of rock	Line
VA-VEGE-TREE-OTLN	Outline of tree canopies	Line
VA-VEGE-BRSH-OTLN	Outline of areas of brush	Line
VA-VEGE-HDGE	Centerline of a hedge	Line
VA-VEGE-TREE	Single trees	Symbol
VA-SITE-CNST	Area of construction or disturbed ground	Line
VA-SITE-CEME	Outline of a cemetery	Line
VA-GOLF-OTLN	Outline of a golf course	Line
VA-SITE-MISC-AREA	Outline of a miscellaneous area	Line
VA-UNID-STRC	Outline of a miscellaneous structure	Line
VA-AREA-OBSC	Areas of ground not visible from the air	Line
VA-AREA-OBSC	A clearing within an area not visible from the air	Line
VA-TOPO-MAJR	Index contour	Line
VA-TOPO-MINR	Intermediate contour	Line
VA-TOPO-MAJR-DEPR	Index depression contour	Line
VA-TOPO-MINR-DEPR	Intermediate depression contour	Line
VA-TOPO-MAJR-OBSC	Index contour in obscured area	Line
VA-TOPO-MINR-OBSC	Intermediate contour in obscured area	Line
VA-TOPO-MAJR-OBSC-DEPR	Index depression contour in obscured area	Line
VA-TOPO-MINR-OBSC-DEPR	Intermediate depression contour in obscured area	Line
VA-TOPO-MAJR-BLDG	Index hidden contour under buildings/bridges	Line
VA-TOPO-MINR-BLDG	Intermediate hidden contour under buildings/bridges	Line
VA-TOPO-MAJR-ANNO	Contour label text	Text
V-BNDY-SITE	Boundary to which the mapping extends	Line
VA-UTIL-CBSN-RECT-ANNO	Catch basin annotation	Text
VA-UTIL-MHOL-ANNO	Manhole annotation	Text
VA-UTIL-BOX-ANNO	Utility Box annotation	Text
VA-WATR-HYDT-ANNO	Water hydrant annotation	Text
VA-MISC-AREA-ANNO	Miscellaneous area annotation	Text
VA-CTRL-HVPT-ANNO	Control point annotation	Text

Exhibit B INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

AMENDED
CITY of ST. HELENS
And
ST. HELENS MAIN STREET ALLIANCE
JOINT MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MOU), entered into this _____ day of _____, 2022, by and between the City of St. Helens, an Oregon municipal corporation (hereinafter referred to as the City), and the St. Helens Economic Development Corporation, a 501(c)3 non-profit corporation (hereinafter referred to as ST. HELENS MAIN STREET ALLIANCE), for the purpose of defining the relationship and responsibilities of the parties as they pertain to the implementation of the Oregon Main Street Program in St. Helens, Oregon.

RECITALS

WHEREAS: ST. HELENS MAIN STREET ALLIANCE is recognized as an Oregon non-profit organization, established as a 501(c)(3) entity, as recognized by the Oregon Department of Revenue and the Internal Revenue Service, and as such has formed its own elected Board of Directors and has developed its own Bylaws. Since its establishment ST. HELENS MAIN STREET ALLIANCE has been the organization in St Helens following and working to implement the Oregon Main Street Program, and,

WHEREAS: City and ST. HELENS MAIN STREET ALLIANCE desire to maintain and enhance a healthy, vibrant Main Street business district that functions as the economic, social, and cultural center of the community; and,

WHEREAS: City and ST. HELENS MAIN STREET ALLIANCE desire to work cooperatively on efforts to improve and revitalize the Main Street business district in St. Helens in accordance with the principles and accords set forth by Oregon Main Street and the National Trust for Historic Preservation programs; and,

WHEREAS: City has the means to provide resources to ST. HELENS MAIN STREET ALLIANCE to assist City in achieving goals and projects as established by the City.

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

Section 1. Term, Duration, and Termination

This MOU shall be in effect from the date of signing until June 30, 2021, and shall automatically renew annually on July 1 unless written notification by either party is presented to the other party on or before May 31, of intent to terminate this MOU effective on June 30 of the year of said termination notice. Failure to adhere to the duties and responsibilities outlined in Section 2. may result in the termination of this MOU. If either party terminates this MOU, effective as of the date of termination, any agreed upon financial obligations shall no longer incur, provided that all undisputed obligations incurred to the time of the notice have been remedied pursuant to the terms of this MOU.

Section 2. Duties and Responsibilities

A. St. Helens Economic Development Corporation (SHEDCO) shall:

1. Change the registered business name of the St. Helens Economic Development Corporation

(SHEDCO) within 90 days of signing this MOU to more clearly identify SHEDCO as the Main Street Program serving St. Helens, Oregon.

2. Maintain their status in the Oregon Main Street Program and implement the Main Street Approach® in the Main Street business district of St. Helens.
3. Pursue and maintain long-term, diverse funding strategies to ensure the sustainability of ST. HELENS MAIN STREET ALLIANCE.
4. Serve as the fiscal agent for funds received from the City, and other sources used for ST. HELENS MAIN STREET ALLIANCE programs and projects.
5. Maintain all appropriate records, electronic and otherwise, on behalf of St. Helens Main Street revitalization efforts.
6. Make recommendations to City regarding specific Main Street programs and projects as part of their annual budgeting process and ongoing planning efforts.
7. Provide an annual written report and presentation to the City regarding the state of programs, projects and budget related to ST. HELENS MAIN STREET ALLIANCE activities prior to December of each year that this MOU is in effect. Reports shall contain the following:
 - A. Summarized activities of the prior fiscal year.
 - B. Accounting of all funds received and spent in the prior fiscal year, including City funds.
 - C. A budget for the upcoming fiscal year
 - D. A detailed, committee level and/or project specific work plan listing activities for the current fiscal year that includes goals, outcomes, challenges, and measurable performance.
 - E. Community-level demographic and economic data including, but not limited to, that data and other information acceptable to the Oregon Main Street Program.
8. Maintain responsibility for all current and future ST. HELENS MAIN STREET ALLIANCE committees, member appointments and the implementation of their respective work plans. At a minimum, ST. HELENS MAIN STREET ALLIANCE shall provide committees that address the Main Street Four-Point Approach: Organization, Design, Promotion and Economic Vitality.
9. Continue to advocate on the behalf of the community for economic revitalization of the Main Street business district area of St. Helens in a positive and productive fashion.
10. In partnership with the City, hire and maintain an Executive Director whose work will align with the ongoing work and mission. Duties shall include but not be limited to:
 - Attendance at monthly board and membership meetings.
 - Assistance with and coordination of events and activities that align with the shared goal of main street business district economic development.
 - Act as liaison between ST. HELENS MAIN STREET ALLIANCE and City/Public Works/Tourism staff and contractors for resource request, permitting, etc.
 - Provide staff support to committees.
 - Coordinate the staff person's work plan.
 - Assistance with day-to-day operations such as responding to email, maintaining a social media presence, and coordinating meetings.

B. City shall:

1. Provide a base level of funding support to hire an Executive Director whose work will further the

mission of the St. Helens Main Street Alliance of at least \$30,000 annually.

2. Provide office space, equipment, supplies, and support for Main Street Program staff and technical support to ST. HELENS MAIN STREET ALLIANCE, for as long as ST. HELENS MAIN STREET ALLIANCE is in compliance with the provisions of this MOU. This location shall be preferably outside of city hall, within the Main Street business district.
3. Provide a Council liaison to the ST. HELENS MAIN STREET ALLIANCE Board who will function as a non-voting member of the Board and have all other rights and responsibilities associated with Board of Directors membership.
4. Provide funding in the annual City budget for ST. HELENS MAIN STREET ALLIANCE related programs.
5. Provide time and funding (travel and lodging, if required) for the Main Street Executive Director and the Council liaison to attend Oregon Main Street trainings, workshops, and conferences.

Section 3. Communication Strategy

City and ST. HELENS MAIN STREET ALLIANCE commit to a spirit of open and transparent communication that is coordinated to elicit support and further the Main Street Approach. Quarterly meetings will be held between the Main Street Executive Director, The City and ST. HELENS MAIN STREET ALLIANCE Chair to communicate successes, concerns, and to ensure a coordinated effort. Each party is encouraged to initiate a meeting, at any time, to remedy real or perceived deficiencies related to the terms of this MOU. Issues related to ST. HELENS MAIN STREET ALLIANCE compliance with the provisions of this MOU which result in the City considering withdrawal of support as listed in Section 2.B. shall be given high priority to meet and resolve.

Section 4. Indemnification and Insurance Requirements

- A. To the maximum extent permitted by law, the parties shall hold and save each other, their officers, agents, and employees, harmless and shall defend and indemnify each other from any claims, damages, losses, and expenses, including attorney fees, which arise out of the action or inaction of the parties, their agents, officials, or employees in the performance of this MOU.
- B. ST. HELENS MAIN STREET ALLIANCE shall, at all times during the term of this MOU, purchase and maintain a comprehensive limited liability insurance policy. Minimum liability coverage shall be \$2,000,000 per occurrence and \$2,000,000 general aggregate. ST. HELENS MAIN STREET ALLIANCE shall also obtain and maintain Directors & Officers Insurance to cover all subject workers, board members and volunteers as provided by Oregon law.
 1. The City shall reimburse ST. HELENS MAIN STREET ALLIANCE for insurance costs.

Section 5. Amendments and Assignments

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

by or on behalf of any other party, person or entity whatsoever, prior to the execution of this MOU.

Section 6. Severability

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

Section 7. Miscellaneous Terms

- A. Board Restructuring: Per the recommendations in the 2020 Oregon Main Street Community Assessment, City and ST. HELENS MAIN STREET ALLIANCE shall work in partnership to re-structure the board. A nominating committee with representatives mutually agreed upon by ST. HELENS MAIN STREET ALLIANCE and the City will be formed composed of City representatives, partner organizations, former ST. HELENS MAIN STREET ALLIANCE board members, and local business representatives. Current board members are encouraged to apply for a position via an application process.
- B. Recommendation Implementation: As applicable, ST. HELENS MAIN STREET ALLIANCE will strive to achieve other recommendations included in the 2020 Oregon Main Street Community Assessment. City shall provide input to identify the recommendations of the highest priority to be achieved.
- C. Code of Conduct: City and ST. HELENS MAIN STREET ALLIANCE shall adopt an organization-wide code of conduct or ethical standards acceptable to both parties within 90 days of signing this MOU.
- D. Representing the Agency: City and ST. HELENS MAIN STREET ALLIANCE shall designate spokespeople to ensure professional, respectful, and mission-driven public communications including statements to the media, internally produced print material, email and other newsletters, social media and other messages intended for the general public.
- E. Communication Commitment: ST. HELENS MAIN STREET ALLIANCE and the City agree to not disparage or denigrate the other orally or in writing. The parties agree that no one, acting on either's behalf (including board members, employees, staff, hired contractors, and consultants), shall publish, post, or otherwise release any material in written or electronic format or any other medium, make speeches, gain interviews, or make public statements or social media posts that would disparage or denigrate the other.
- F. Audits: The City and its representatives shall have full access to, and the rights to examine, all ST. HELENS MAIN STREET ALLIANCE records related to this MOU as often as the City deems necessary by scheduling an appointment with ST. HELENS MAIN STREET ALLIANCE.
- G. Relationship of Parties: Neither party is an agent or employee of the other. No party or its employee is entitled to participate in the pension plan, insurance, or similar benefits provided by any other party. The City and ST. HELENS MAIN STREET ALLIANCE shall work in good faith and

cooperatively on efforts to improve and revitalize the Main Street business district of St. Helens.

- H. **Non-discrimination:** Both parties agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of race, color, religion, sex, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other status protected by applicable federal, Oregon, or local law. Both parties will promote a positive, professional environment free of physical or verbal harassment, “bullying,” or discriminatory conduct of any kind.
- I. **Accessibility and Inclusion:** ST. HELENS MAIN STREET ALLIANCE agrees that the activities and all deliverables produced under this MOU shall comply with the Americans with Disabilities Act and other applicable state and local law. Activities and deliverables produced under this agreement shall endeavor to include and value diverse community voices and perspectives.

The City and ST. HELENS MAIN STREET ALLIANCE support the objectives of this Memorandum.

CITY OF ST. HELENS

John Walsh	Date
City Administrator	

ST. HELENS MAIN STREET ALLIANCE

President

Date

CONTRACT PAYMENTS

City Council Meeting
January 19, 2022

Edge Development

Project: Campbell Park Sport Courts (App#4)	\$	44,715.97
---	----	------------------

Keller Associates

Project: Sanitary Sewer Master Plan (Inv#213480)	\$	525.52
Project: Stormwater Master Plan (Inv#213479)	\$	1,107.48
Project: Water Master Plan (Inv#213487)	\$	32,850.20
Total	\$	34,483.20

Sport Court of Oregon

Project: Campbell Park Sport Courts (12/16/21)	\$	13,380.00
Project: Campbell Park Sport Courts (12/22/21)	\$	500.00
Total	\$	13,880.00



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: **City of Saint Helens**
 Address 264 Strand Street, St. Helens, OR 97051
 FROM CONTRACTOR: **Edge Development**
 2233 NW 23rd Ave., Suite100, Portland, OR 97210
 PROJECT: **Campbell Park**
 Address 150 McMichael Street

AIA G702

Continuation Sheet, G703, is attached.

APPLICATION NO.: 4
 FOR THE PERIOD ENDING: 12/30/2021

CONTRACT DATE: 6/17/2021

Distribution to:
☐ OWNER
☒ CONTRACTOR

C/O	Brief Description	Date	Amount
1	CO #01: Fencing around Tennis and Pickelball courts	1/0/1900	104,580.00
2	CO #02:	1/0/1900	-
3	CO #03:	1/0/1900	-
4	CO #04:	1/0/1900	-
5	CO #05:	1/0/1900	-
6	CO #06:		
7	CO #07:		
8	CO #08:		
9	CO #09:		
10	CO #10:		
11	CO #11:		
12	CO #12:		
Total			\$104,580.00
Net			

1. ORIGINAL CONTRACT SUM.....	\$	291,535.00
2. Net change by CHANGE ORDERS.....	\$	\$104,580.00
3. Contingency.....	\$	20,121.00
CONTRACT SUM TO DATE (Line 1 + 2).....	\$	416,236.00
4. TOTAL COMPLETED AND STORE TO DATE.....	\$	405,974.78
5. RETAINAGE.....	\$	19,953.55
6. TOTAL EARNED LESS RETAINAGE.....	\$	386,021.23
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT....	\$	358,917.66
8. CURRENT PAYMENT DUE.....	\$	47,057.12
8a. CURRENT RETAINAGE.....	\$	2,341.15
8b. CURRENT PAYMENT DUE LESS RETAINAGE.....	\$	44,715.97
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	\$	30,214.78

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Edge Development

By: Dave Didier Date: 1-5-2022
 Dave Didier, Dir. Of Construction

APPROVED FOR PAYMENT
 INIT _____ DATE _____
 ACCOUNTS PAYABLE _____
 FINANCE _____
 MZ SUPERVISOR 1/11/22

Account # 704-000-53027

CONTINUATION SHEET

AIA G703

Exhibit D



Project: Campbell Park

APPLICATION NO: 4

APPLICATION DATE: 1/5/2022
PERIOD TO: 12/30/2021

BUILDING AREA:

A ITEM NO.	B DESCRIPTION OF WORK Campbell Park APP# 4	C SCHEDULED VALUE REVISED (AUTO CALC)	D	E	F	G		H	I
			WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE TO DATE (G x K)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01 General Conditions									
01.100	01 General Conditions	\$ 4,751	4,751.00			4,751.00	100%	-	237.55
01.120	BOND/LIABILITY INSURANCE	\$ 4,884	4,884.00			4,884.00	100%	-	-
Sub Section TOTAL:		9,635.00	9,635.00	-	-	9,635.00		-	237.55
01 General Conditions (Services)									
01.711	PROJECT MANAGEMENT	\$ 6,375	6,375.00			6,375.00	100%	-	318.75
01.712	ON-SITE SUPERVISION	\$ 9,946	8,750.00	1,196.00		9,946.00	100%	-	497.30
01.713	OFFICE SUPPORT	\$ 1,913	1,663.00	250.00		1,913.00	100%	-	95.65
Sub Section TOTAL:		18,234.00	16,788.00	1,446.00		18,234.00		-	911.70
02 Sitework									
02.100	02 Sitework	\$ 48,050.00	48,050.00			48,050.00	100%	-	2,402.50
02.200	COURT SURFACE	\$ 118,747.00	73,370.00	45,377.00		118,747.00	100%	-	5,937.35
02.300	FENCING AND GATES	\$ 104,580.00	104,580.00			104,580.00	100%	-	5,229.00
SECTION TOTAL:		271,377.00	226,000.00	45,377.00	-	271,377.00		-	13,568.85
03 Concrete									
03.100	03 Concrete	104,709.00	104,709.00			104,709.00	100%	-	5,235.45
SECTION TOTAL:		104,709.00	104,709.00	-	-	104,709.00		-	5,235.45
SECTION TOTAL:		-		-	-	-		-	-
CONSTRUCTION SUB-TOTAL:		403,955.00	357,132.00	46,823.00	-	403,955.00	100%	-	19,953.55
00.170	GC OVERHEAD:	\$ -				-	0%	-	-
990.000	CAT TAX @ .50%	2,019.78	1,785.66	234.12	-	2,019.78		-	-
CONSTRUCTION TOTAL (CARRY TO G702):		405,974.78	358,917.66	47,057.12	-	405,974.78	100%	-	19,953.55
00.000	CONTINGENCY: Available to Move to Item Codes Above	12,281.00	-			-	0%	12,281.00	
CONSTRUCTION TOTAL		418,255.78	358,917.66	47,057.12	-	405,974.78	97%	12,281.00	



HP

Item #10.

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

December 21, 2021

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

Transmitting Invoice No. 213480 – St Helens – Sanitary Sewer Master Plan

City of St Helens:

Please find attached invoice in the amount of \$525.52 for project number 220060-002. During the month of November, Keller Associates completed the following engineering services:

- Project management
- Meetings and correspondence
- File preparation for transmittal to City staff
- Final draft revisions
- City Council work session
- Rate/SDC support

If you have any questions, please do not hesitate to contact me at 503.364.2002.

Sincerely,

KELLER ASSOCIATES, INC.

Peter Olsen, PE
Project Manager

APPROVED FOR PAYMENT

INIT	DATE
____	____
ACCOUNTS PAYABLE	____
FINANCE	____
MZ	1/6/22
SUPERVISOR	____

Account # 303-000-52019



Item #10.

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

December 15, 2021

Project No: 220060-002

Invoice No: 0213480

Project 220060-002 St Helens - Sanitary Sewer Master Plan

Project Manager: *[Signature]*

Professional Services from November 1, 2021 to November 30, 2021

Task	001	Project Management & Meetings		
Fee				
Total Fee		23,715.00		
Percent Complete	100.00	Total Earned	23,715.00	
		Previous Fee Billing	23,715.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task	002	Data / Survey		
Task 2A: Data Gathering / Review / I&I Evaluation				
Fee				
Total Fee		47,483.00		
Percent Complete	100.00	Total Earned	47,483.00	
		Previous Fee Billing	47,483.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task 2B: Survey / Field Work

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	5,000.00	5,000.00	
Limit			5,000.00	
		Total this Task		0.00
		Total this Task		0.00

Task	003	Technical Analysis		
Fee				
Total Fee		46,852.00		
Percent Complete	100.00	Total Earned	46,852.00	
		Previous Fee Billing	46,852.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Project	220060-002	St Helens - Sanitary Sewer Master Plan	Invoice	0213480
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Task	004	Engineering Standards and Comprehensive Plan
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Fee

Total Fee	5,110.00		
Percent Complete	100.00	Total Earned	5,110.00
		Previous Fee Billing	5,110.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	005	Staffing Level Analysis
------	-----	-------------------------

Fee

Total Fee	3,745.00		
Percent Complete	100.00	Total Earned	3,745.00
		Previous Fee Billing	3,745.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	006	Capital Improvement Plan
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Fee

Total Fee	21,268.00		
Percent Complete	100.00	Total Earned	21,268.00
		Previous Fee Billing	21,268.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	007	Final Plan Documentation and Public Meetings
------	-----	--

Fee

Total Fee	13,138.00		
Percent Complete	95.00	Total Earned	12,481.10
		Previous Fee Billing	11,955.58
		Current Fee Billing	525.52
		Total Fee	525.52
		Total this Task	\$525.52

Total this Invoice	<u>\$525.52</u>
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Billings to Date

	Current	Prior	Total
Fee	525.52	160,128.58	160,654.10
Consultant	0.00	5,000.00	5,000.00
Totals	525.52	165,128.58	165,654.10



KP

Item #10.

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

December 21, 2021

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

Transmitting Invoice No. 213479 – St Helens - Stormwater Master Plan

City of St Helens:

Please find attached invoice in the amount of \$1,107.48 for project number 220060-001. During the month of November, Keller Associates completed the following engineering services:

- Project management
- Meetings and correspondence
- Mercury TMDL support
- Final draft revisions
- City Council work session
- Rate/SDC support

If you have any questions, please do not hesitate to contact me at 503.364.2002.

Sincerely,

KELLER ASSOCIATES, INC.

Peter Olsen, P.E.
Project Manager

APPROVED FOR PAYMENT

INIT		DATE
	ACCOUNTS PAYABLE	
	FINANCE	
MZ	SUPERVISOR	11/6/22

Account # 304-000-52019



City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

December 15, 2021

Project No: 220060-001

Invoice No: 0213479

Project 220060-001 St Helens - Stormwater Master Plan

Project Manager: *[Signature]*

Professional Services from November 1, 2021 to November 30, 2021

Task	001	Project Management & Meetings		
Fee				
Total Fee		23,715.00		
Percent Complete	100.00	Total Earned	23,715.00	
		Previous Fee Billing	23,715.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task	002	Data Acquisition & Surveying		
Task 2A: Data Acquisition / Review				
Fee				
Total Fee		32,448.00		
Percent Complete	100.00	Total Earned	32,448.00	
		Previous Fee Billing	32,448.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task 2B: Survey / Field Work

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	10,000.00	10,000.00	
Limit			10,000.00	
		Total this Task		0.00
		Total this Task		0.00

Task	003	Technical Analysis		
Fee				
Total Fee		48,047.00		
Percent Complete	100.00	Total Earned	48,047.00	
		Previous Fee Billing	48,047.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Project	220060-001	St Helens - Stormwater Master Plan	Invoice	0213479
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Task	004	Engineering Standards and Comprehensive
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Fee

Total Fee	5,110.00		
Percent Complete	100.00	Total Earned	5,110.00
		Previous Fee Billing	5,110.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	005	Staffing Level Analysis
------	-----	-------------------------

Fee

Total Fee	3,745.00		
Percent Complete	100.00	Total Earned	3,745.00
		Previous Fee Billing	3,745.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	006	Capital Improvement Plan
------	-----	--------------------------

Fee

Total Fee	18,877.00		
Percent Complete	100.00	Total Earned	18,877.00
		Previous Fee Billing	18,877.00
		Current Fee Billing	0.00
		Total Fee	0.00
		Total this Task	0.00

Task	007	Final Plan Documentation and Public Meetings
------	-----	--

Fee

Total Fee	13,137.00		
Percent Complete	95.00	Total Earned	12,480.15
		Previous Fee Billing	11,954.67
		Current Fee Billing	525.48
		Total Fee	525.48
		Total this Task	\$525.48

Task	008	TMDL Implementation Plan
------	-----	--------------------------

Fee

Total Fee	9,700.00		
Percent Complete	71.00	Total Earned	6,887.00
		Previous Fee Billing	6,305.00
		Current Fee Billing	582.00
		Total Fee	582.00
		Total this Task	\$582.00

Total this Invoice	\$1,107.48
---------------------------	-------------------

Project	220060-001	St Helens - Stormwater Master Plan	Invoice	0213479
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Billings to Date

	Current	Prior	Total
Fee	1,107.48	150,201.67	151,309.15
Consultant	0.00	10,000.00	10,000.00
Totals	1,107.48	160,201.67	161,309.15



KP

Item #10.

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

December 21, 2021

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

Transmitting Invoice No. 213487 – St Helens – Water Master Plan

City of St Helens:

Please find attached invoice in the amount of \$32,850.20 for project number 221096-000. During the months of August and September, Keller Associates completed the following engineering services:

- Project management
- Meetings and correspondence
- Section 3 update and revisions
- Supply analysis, delivery and storage analysis, connectivity with Ranney #1
- Model development, demand allocation
- Model calibration
- PHD, MDD+FF, and future evaluations
- Report documentation

If you have any questions, please do not hesitate to contact me at 503.364.2002.

Sincerely,

KELLER ASSOCIATES, INC.

Peter Olsen, PE
Project Manager

APPROVED FOR PAYMENT

INIT	DATE
_____	_____
ACCOUNTS PAYABLE	_____
FINANCE	_____
SUPERVISOR	_____

Account # 302-000-52019



City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

December 15, 2021

Project No: 221096-000

Invoice No: 0213487

Project 221096-000 St. Helens - Water Master Plan

Project Manager: *Patricia Olson*Professional Services from November 1, 2021 to November 30, 2021

Task	001	Project Management and Meetings	
Fee			
Total Fee		16,510.00	
Percent Complete	51.00	Total Earned	8,420.10
		Previous Fee Billing	8,255.00
		Current Fee Billing	165.10
		Total Fee	165.10
		Total this Task	\$165.10

Task	002	Data Collection, Review and Facility Tour	
Fee			
Total Fee		13,680.00	
Percent Complete	100.00	Total Earned	13,680.00
		Previous Fee Billing	12,722.40
		Current Fee Billing	957.60
		Total Fee	957.60
		Total this Task	\$957.60

Task	003	System Inventory and Condition Assessment	
Fee			
Total Fee		9,165.00	
Percent Complete	98.00	Total Earned	8,981.70
		Previous Fee Billing	8,706.75
		Current Fee Billing	274.95
		Total Fee	274.95
		Total this Task	\$274.95

Task	004	Planning Criteria	
Fee			
Total Fee		13,570.00	
Percent Complete	100.00	Total Earned	13,570.00
		Previous Fee Billing	13,162.90
		Current Fee Billing	407.10
		Total Fee	407.10

Project	221096-000	St. Helens - Water Master Plan	Invoice	0213487
Total this Task			\$407.10	

Task	005	Water Supply and Distribution System Analysis			
Fee					
Total Fee		20,195.00			
Percent Complete		29.00	Total Earned	5,856.55	
			Previous Fee Billing	0.00	
			Current Fee Billing	5,856.55	
			Total Fee		5,856.55
				Total this Task	\$5,856.55

Task	006	Water Treatment Evaluation			
Fee					
Total Fee		7,990.00			
Percent Complete		100.00	Total Earned	7,990.00	
			Previous Fee Billing	7,590.50	
			Current Fee Billing	399.50	
			Total Fee		399.50
			Total this Task		\$399.50

Task	007	Water System Hydraulic Model		
Fee				
Total Fee	36,455.00			
Percent Complete	79.00	Total Earned	28,799.45	
		Previous Fee Billing	4,010.05	
		Current Fee Billing	24,789.40	
		Total Fee		24,789.40
			Total this Task	\$24,789.40

Task	008	Water System O&M Plan		
Fee				
Total Fee	3,260.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
Total this Task			0.00	

Task	009	Staff Interviews & Staffing Level Analysis			
Fee					
Total Fee	5,375.00				
Percent Complete	30.00	Total Earned	1,612.50		
		Previous Fee Billing	1,612.50		
		Current Fee Billing	0.00		
		Total Fee			0.00
		Total this Task			0.00

Project	221096-000	St. Helens - Water Master Plan	Invoice	0213487
Task	010	Capital Improvement Plan		
Fee				
Total Fee		19,860.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
		Total Fee		0.00
		Total this Task		0.00
Task	011	Draft and Final Water System Master Plan		
Fee				
Total Fee		8,590.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
		Total Fee		0.00
		Total this Task		0.00
Task	012	Public Meetings		
Fee				
Total Fee		6,545.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
		Total Fee		0.00
		Total this Task		0.00
Task	013	Water Management & Conservation Plan Update		
Fee				
Total Fee		14,630.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
		Total Fee		0.00
		Total this Task		0.00
		Total this Invoice		<u>\$32,850.20</u>

Billings to Date

	Current	Prior	Total
Fee	32,850.20	56,060.10	88,910.30
Totals	32,850.20	56,060.10	88,910.30



Sport Court of Oregon

Item #10.

P.O. Box 80457, Portland, OR 97280
(503) 246-2917 · (800) 793-4667 · FAX (503) 246-9282
www.SportCourtOfOregon.com · mail@SportCourtOfOregon.com

Invoice

12/16/21

City of St Helens
1810 Old Portland Rd St Helens, OR 97051

Attn: Jennifer Dimsho jdimsho@sthelensoregon.gov (503)366-8207

Qty.	Description	Amount
2	Fixed basketball system, 72" acrylic backboard with backboard pad, 6' extension arms, 6" x 8" pole, pole pad, flex rim, freight, installation	11,880
1	Tennis net sytem, installed	\$2,000
		13,880
	Retainage until tennis net is installed (posts and center tie-down anchor are set)	(500)
		TOTAL \$ 13,380

Terms: Upon receipt

APPROVED FOR PAYMENT

INIT DATE
ACCOUNTS PAYABLE
FINANCE
SUPERVISOR 1/11/22

Account# 704-000-53027



Item #10.

www.SportCourtOfOregon.com · mail@SportCourtOfOregon.com

12/22/21

Attn: Jennifer Dimsho jdimsho@sthelensoregon.gov (503)366-8207

Qty.	<u>Description</u>	Amount
	Retainage until tennis net is installed (posts and center tie-down anchor are set)	500
	TOTAL \$	500

Terms: Upon receipt

APPROVED FOR PAYMENT

DATE _____
 ACCOUNTS PAYABLE _____
 FINANCE _____
 SUPERVISOR _____

MZ *1/11*

Account # 704-000-53027



PARKS AND TRAILS COMMISSION

Monday, December 13, 2021 at 4:00 PM

MINUTES

PRESENT

Chair Carmin Dunn
Vice Chair John Brewington
Commissioner Elisa Mann
Commissioner Jerry Belcher
Commissioner Howard Blumenthal
Commissioner Jacob Woodruff
Commissioner Lynne Pettit
Commissioner Brandon Sundeen

STAFF PRESENT

Shanna Duggan Parks and Recreation Manager
Sheri Ingram Public Works Office Assistant
Lisa Scholl City Deputy City Recorder
Matt Brown Deputy City Administrator
Erin Bird Parks and Rec Administrative Assistant
John Walsh City Administrator
Councilor Doug Morten

ABSENT

Commissioner Paul Barlow

OTHERS PRESENT

Scott Jacobson
Emily Martin
Dana Lathrope

CALL TO ORDER- 4:01 p.m.

APPROVAL OF MINUTES

1. Approve Minutes of October 11, 2021

Motion made by Commissioner Blumenthal, Seconded by Vice Chair Brewington. To approve minutes of October 11, 2021.

Voting Yea: Chair Dunn, Commissioner Woodruff, Commissioner Pettit, Commissioner Sundeen, Commissioner Barlow, Commissioner Blumenthal, Commissioner Mann, Commissioner Belcher.

TOPICS FROM THE FLOOR:

Martin said planting project with city of Scappoose at Veteran's Park, and a workshop for landowners for restorations February 26th and the time is to be determined sometime between 9 a.m. and 3 p.m. schoolkids will be able to attend. Dunn asked to communicate details. There will be more projects coming up. This will be discussed at the next meeting, as well as in February. Dunn asked if there was any other things from Martin. Martin said she finished management plans for mccormick park. start creating spring plantlists and volunteers for plant sale.

STAFF REPORT

Duggan said:

- Tennis net will be installed at Campbell Park, pickleball courts, fitzal and basketball courts. Pickleball nets will be available to check out from the Recreation Center as well as fitzal nets. They have also begun fencing with the courts.

- McCormick Park, the zipline has been broken for some time. It has had the design redone and tomorrow should be installed. The cost has been covered by the zipline company; it is under warranty.
- New software with programs, there has been 488 sign ups in the last 60 days, we have brought in a lot of revenue, about \$25,000 the last couple months.
- There will be adult softball leagues soon, Parks and Recreation took this on, there will be more talk about this as it gets closer. The success that the Parks and Recreation program is having with communicating and organization, they are excited to join forces with us.
- Looking at grant opportunities, please send anything you see along to Duggan.
- The Recreation Center is being utilized regardless of new building; we will be starting rentals before spring of 2022. It has been used a lot and with the new playground it has brought people in.
- The RFP is in process. Brown said Walsh will have a conversation on Wednesday's City Council meeting about the RFP. They have heard comments about the plan and would like to be more involved with the process. Brown stated he wants to see a lot more involvement and more participation from more companies. They will go back into the bid process and revise it to be more specific with approval from City Council. This will be at Council meetings; it is more pushed out than intended. Bidding should start on February 6th. Blumenthal said his concern of the nature trails, Brown said it will be included in the master plan.
- Belcher asked about new building on 2625 Gable Rd, Duggan said the used clothes bin brings them 2600 a year. Belcher asked about functions for each building and Duggan said the 1810 one is for rentals, dance, sports. The Gable rd. space is for office space for us, programs and it has a stage as well. Belcher asked how it is manned with Duggan and Bird. Duggan stated the 1810 facility is not manned and has no confidential things and will soon have an auto unlock door.
- Duggan said they have 2 parks staff and are hiring for a Park's Utility 1.
- Blumenthal asked about vests for volunteers and Duggan said they have been found.

COUNCILORS REPORT:

Morten stated that Duggan is the staff here reporting, it is Morten's role to oversee. Morten is encouraging everyone to revise the master plan and if there's any ideas on what they want to be seen in any park to write it down. He said to make sure if there's anything that is needed to give it to the staff, it is very important, Morten is challenging everyone to think of things to do with Civil Pride Park and Godfrey Park. Morten said that some of the things that need to get done at these parks get swept to the bottom and having it be done with a consultant will be good while it won't overload the staff. Blumenthal asked about the plan with the non-park, like city owned land. Morten said Walsh knows the scenario with that, such as the land on Ross Rd. Walsh said that it is a good time to put in things such as that into the master plan. Morten said it is important that Duggan is here so there is no break between staff and council. If the communication needs action, then Duggan and Morten are available. Dunn said that Duggan has been coming to all the meetings. Martin said that Duggan has been flexible with how Campbell Park has been constructed by adding popular features to that park.

Belcher asked about Duggan being Parks and Recreation Manager then back to Recreation Manager and then back to Parks and Recreation, Walsh said there has been some shifting, now Parks and Recreation is part of Community Development Department and Walsh is her direct supervisor. Belcher asked about whom is staffed under Duggan, Duggan mentioned Erin, two parks' staff and a few part time employees that work the After School Program. Duggan mentioned how Sue Nelson, Matt Brown

and the parks staff have been heavily involved with the construction of Campbell Park's new courts, the Parks staff being present in the planning was beneficial because they knew what'd good fits be in the park they work in.

Duggan said that vandalism has been going on in the bathrooms, in Scappoose as well. Duggan said that they need to report anything they see. they may plan to move play equipment and then the restrooms have auto locks and there have been issues with trashing the bathroom challenges with teens and flushing mud. Duggan informed all to report anything to the nonemergency number.

Morten said that the Spirit of Halloweentown was successful with monetary games, a quarter of a million dollars was made. That goes into tourism, hopefully they keep going. Dunn asked if any money goes into parks. Morten said that tourism stays with tourism, due to state regulations. Blumenthal said that the money going back would be good, some parts of the trails, gravel is gone and its muddy. He asked what is in it for Nob Hill Park. Blumenthal is hoping for better communication next year. Duggan mentioned it's been discussed that getting gravel is not a good time, Duggan said to talk to her about getting gravel. Blumenthal said things are growing back where it was walked on. Morten said that Blumenthal could come to the Council meeting and talk to Curry about what is happening to the park. Things fell through the cracks; Morten apologized for his part.

NEW BUSINESS

2. Interviews for Vacant Positions

Scott Jacobson, Shannon Mullican and Dana Lathrope

Jacobson:

Jacobson is new to St. Helens and ready to be involved, interested in utilizing parks. He has traveled around the United States and been to National Parks. In his background he was a contract archeologist. He mentioned that he has some experience working with government. Belcher mentioned he saw him cleaning up a park as volunteer. He asked if he is planning to stay and Jacobson said yes, he is not going anywhere. Dunn asked what his favorite park is and Jacobson said he likes Columbia View Park, he visited 13 Nights and really enjoyed it. Blumenthal asked if he is always available for 4:00 p.m. meetings and he said yes. Jacobson asked why parks? Jacobson said he has had interest and he wanted to see where he fit in. Pettit did not have any questions. Belcher asked if his training as an archeologist will help with the parks, he said he has heard of arrowheads found in Nob Hill.

Dana Lathrope:

Lathrope said she has talked with many of them, she owns Realizing Art, a tattoo shop in downtown St. Helens and she is an active member of chamber of commerce. She is looking for new projects to volunteer with and Parks and Trails have been on her radar to help with, especially the botanical gardens. She said she has interest in beautification of the parks, she has three kids and uses the playground frequently especially Columbia View Park. She said she is planning to stay in the community for a long time, she has been attentive to the changes coming. Dunn asked what her favorite park and why, she likes McCormick Park she takes her children to the beautiful new playground and she likes disc golf and would like to see more activity on the course. Blumenthal asked if she is available for all meetings and additional projects, she said yes. Pettit asked what activities she is looking forward to doing, Lathrope said she is looking forward to beautification to existing parks and using her art skill to updating trash cans and being apart of planning and being attentive daily to plans and projects, she would like give some attention to the Botanical gardens.

3. McCormick Park Report- Woodruff

Woodruff has gone over to McCormick where theres always kids and they want to talk to him. There is a blue megaphone that the kids put their mouths on. A few parents asked if there is a way to get that removed. The disc golf course is getting muddy but is continuing to be a big hit.

Dunn said that the park report for next month will be Pettit to do Dalton Lake next meeting.

4. Parks Pamphlet/Website Updates

Dunn said she has done some updates to Dalton Lake, PSU last updated the brochure and she said they reached out to them to see if we can get the brochure to correct. There was a piece of the website that has the map of the lake and the trails

Pettit said there is a map that was made by the planning dept. it shows the trails that are on private property, they need to update it and have trails not on private land. Pettit would like it to change the name on the site that said its owned by ODOT and should be changed to city of St. Helens and it has an icon for fishing and the latest research said that there is no fishing at Dalton Lake. There should be more info about birding. Dunn asked if they coordinate with Duggan on what needs to be changed. Duggan said she will check in with Jenny and Woodruff about what should be changed, she asked Pettit to send her in writing what needs to get done.

5. RFP Parks and Master Plan Update

Dunn said that since it was discussed earlier and to move forward.

OLD BUSINESS

No topics

DISCUSSION ITEMS

Vote on who should be on commission and decided to vote privately.

Dunn said Dana Lathrope got most votes.

Motion made by Vice Chair Brewington, Seconded by Commissioner Belcher.

Voting Yea: Chair Dunn, Commissioner Blumenthal, Commissioner Woodruff, Commissioner Pettit, Commissioner Sundeen

Recommend John Brewington for the vote,

Motion made by Commissioner Woodruff.

Voting Yea: Chair Dunn, Vice Chair Brewington, Commissioner Mann, Commissioner Belcher, Commissioner Blumenthal, Commissioner Woodruff, Commissioner Pettit, Commissioner Sundeen

OTHER BUSINESS

Blumenthal brought up Nob Hill Nature Park, they need to control how people treat the park and what they do in it. Dunn mentioned making signs to help

Morten mentioned they will be continuing the 5th street trail. Martin agrees that signs would help with camas. reach out to other places to see how much it would cost. McCormick has also been having people going off trail which is harming plants near the creek.

Belcher, Dunn and Morten update on The Botanical Gardens, they have the blackberries, ivy, and hollies out of there and got the trails cleaned. Dunn thanks parks staff for getting the holly.

Dunn said there is an updated version of the Master Plan recommendations. Belcher mentioned kiosks at the parks, and Dunn said it's been updated.

Brewington mentioned he will be absent next week.

Dunn said first Monday will be the meeting on Feb 7th.

ADJOURNMENT

5:07



PLANNING COMMISSION

Tuesday, December 14, 2021, at 7:00 PM

APPROVED MINUTES

Members Present: Chair Cary
Vice Chair Hubbard
Commissioner Webster
Commissioner Semling
Commissioner Lawrence
Commissioner Pugsley

Members Absent: None

Staff Present: City Planner Graichen
Associate Planner Dimsho
Community Development Admin Assistant Sullivan
Councilor Birkle

Others: Jacob Hanna
Brad Hanna
David Baxter
Michelle Eggers

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 November 9, 2021

Motion: Upon Commissioner Semling's motion and Commissioner Webster's second, the Planning Commission unanimously approved the Draft Minutes dated November 9, 2021. Commissioner Pugsley abstained as she was absent from the November meeting. [AYES: Vice Chair Hubbard, Commissioner Lawrence, Commissioner Webster, Commissioner Semling NAYS: None]

PUBLIC HEARING AGENDA (times are earliest start time)

B. 7:00 p.m. Variance and Accessory Structure Permit at 2705 Columbia Blvd - Hanna

City Planner Graichen presented the staff report dated December 7, 2021. Graichen said this would be a variance to allow an accessory structure larger than the maximum standard allowed. He shared where the property was located. He mentioned it was accessed by a shared private driveway with a 20-foot-wide easement. He said it was a large parcel at 2.7 acres. He also said there was a significant portion of the property was protected wetlands (and wetland protection buffers).

He said because the property was greater than two and a half acres in size, the normal accessory structure maximum size increases from 600 to 1,000 square feet. The proposed unit was for 1,700 square feet in size. He mentioned because of how secluded the property was and on one side there was a substantial buffer from neighboring properties (due to wetlands), he supported the variance for the structure size. He also said the division of the property in the future was not very likely.

Graichen said he discussed the location of the new building with the applicant and based on where they hoped to place it, he felt there was a need to have an environmental assessment done of the wetland boundary to be sure they did not build in a protected zone.

Graichen said the code says any area traversed on by vehicles is supposed to be paved. He said, however, the code does have exceptions. Staff recommended not allowing gravel within 50 feet of the wetland or upland protection zone, and requiring the first 25 feet back from the private drive to be paved. The basis was the private drive is shared and paving it would create less debris to the neighboring units that share the drive.

Chair Cary asked about the grade and if it was higher towards the house. Graichen said yes it was. Chair Cary also asked if there was a DSL Wetland Land Use Notification submitted so they could have an official document for the wetland barriers. Graichen said no they had not. He mentioned there would not have been a delineation which is what they wanted.

Hanna, Jacob. Applicant. The applicant was called to speak. He said wanted to store a few RVs, a boat, and some trucks in the proposed structure. He said currently they are all outside under tarps and he was hoping the building would clean up the space. He said he has been working with the Planning Department on location. He did not want to affect his neighbors or any of the wetlands.

Commissioner Pugsley asked about the paving and what the applicant planned to use. Hanna mentioned he would like to use the existing gravel driveway that was in place, but he was ok with looking at other options if required.

In Favor

Fields, Nathan. Fields was called to speak. He is located at 2715 Columbia Blvd. He said he was in favor of the building as he felt it would establish a property line visually and physically. He said the owner should be allowed to build, as long as it did not impact his property and flooding..

Neutral

Baxter, David. Baxter was called to speak. He is located at 2725 Columbia Blvd. He mentioned some concern about where the building was proposed to be built. He was concerned that it would affect the creek and cause more flooding. He felt the water level would increase. He was concerned about the critters that live inside the wetlands.

In Opposition

No one spoke in opposition.

End of Oral Testimony

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

Close of Public Hearing & Record

The applicant waived the opportunity to submit final written argument after the close of the record.

Deliberations

There was a small discussion about the pavement requirements and where it would start and end on the property.

The Commission agreed with staff's recommendation for approval.

Motion: Upon Commissioner Webster's motion and Commissioner Semling's second, the Planning Commission unanimously approved the Variance and Accessory Structure Permit as written by staff. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley; Nays: None]

Motion: Upon Commissioner Webster's motion and Commissioner Semling's second, the Planning Commission unanimously approved the Chair to sign the Findings when prepared. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley; Nays: None]

C. 7:30 p.m. Annexation at 58389 Columbia River Hwy – Eggers

Associate Planner Dimsho presented the staff report dated December 1, 2021. She mentioned the applicant wants to use the Development Code and connect to City utilities. She said the property was small and has street frontage on two sides of the property. She said there was no history of land use on the site so anything that happens on the property will require a Land Use Permit. She said City utilities were located very close to the property. Dimsho said Columbia County is in support of the annexation because this property was already located inside the Urban Growth Boundary. She said the only option for zoning was Highway Commercial upon annexation.

Eggers, Michelle. Applicant. The applicant was called to speak. She said she hopes to place a coffee drive through in the location. She thought the property was very visible and on the commuting side of St. Helens. She was interested in connecting to the City utilities. She said the space was very small, so a coffee shop drive through was desired.

In Favor

No one spoke in favor.

Neutral

No one spoke as neutral testimony.

In Opposition

No one spoke in opposition.

End of Oral Testimony

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

Close of Public Hearing & Record

The applicant waived the opportunity to submit final written argument after the close of the record.

Deliberations

The Commission agreed with staff's recommendation for approval.

Motion: Upon Commissioner Semling's motion and Commissioner Pugsley's second, the Planning Commission unanimously recommended approval of the Annexation to City Council as recommended by staff. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley; Nays: None]

DISCUSSION ITEMS**D. "Acceptance Agenda" v. "Planning Director Decisions" on Planning Commission agendas starting 2022**

Graichen discussed that there is no difference between the Acceptance Agenda and Planning Director Decisions as has been on the Commission's agendas for many years. He did not see the need to have two different sections for the agenda. Graichen said that all the decisions were sent to them through email, and he did not see the need for a formal vote on some of the decisions and not others.

The Planning Commission agreed with the decision to eliminate the formal vote by eliminating the "Acceptance Agenda" category and keep the "Planning Director Decisions" category for all administrative (staff level) decisions.

Motion: Upon Commissioner Webster's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved combining the Acceptance Agenda and Planning Director Decisions on the future Planning Commission agendas. These will be just "Planning Director Decisions" henceforth. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley; Nays: None]

ACCEPTANCE AGENDA: Planning Administrator Site Design Review

- E. Conditional Use Permit (Minor) at 174 Sunset Blvd - Snoopeeland

Motion: Upon Commissioner Webster's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Acceptance Agenda. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley; Nays: None]

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

- F. Partition at 35111 Six Dees Lane - McCullough
G. Home Occupation at 555 Matzen Street - Gun Toting Granny, LLC

PLANNING DEPARTMENT ACTIVITY REPORT

- H. Planning Department Activity Report - November

FOR YOUR INFORMATION ITEMS

Graichen mentioned they had two interviews for the vacancy on the Planning Commission. He said originally there were four, but two were from a long time ago and they lost interest. He said of the two interviewed one had an attorney background, and one had an archeological background and were both great candidates for the Commission. He said the interview committee felt that the attorney, Steven Toschi, was the better fit at this time.

Motion: Upon Commissioner Webster's motion and Commissioner Semling's second, the Planning Commission unanimously approved the recommendation to City Council of Steven Toschi to fill the vacancy on the Planning Commission. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Webster, Commissioner Lawrence, Commissioner Pugsley; Nays: None]

Dimsho mentioned there was a Riverwalk Project open house tomorrow at 5:30 p.m. for all individuals to review the renderings of the design.

ADJOURNMENT**NEXT REGULAR MEETING: January 11, 2022**

There being no further business before the Planning Commission, the meeting was adjourned 8:27 p.m.

Respectfully submitted,

*Christina Sullivan
Community Development Administrative Assistant*

City of St. Helens

Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 19th day of January, 2022 are the following Council minutes:

2021

- Work Session, Executive Session, Open House, and Regular Session Minutes dated December 15, 2021
- Special Session and Public Hearing Minutes dated December 29, 2021

After Approval of Council Minutes:

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



COUNCIL WORK SESSION

Wednesday, December 15, 2021

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle – arrived at 1:06 p.m.
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Matt Brown, Finance Director
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Jacob Graichen, City Planner

Mike De Roia, Building Official
 Rachael Barry, Government Affairs Specialist
 Crystal King, Communications Officer
 Bill Monahan, City Attorney
 Tina Curry, Event Coordinator

OTHERS

Stephanie Patterson
 Erin Salisbury
 Robert Salisbury
 Brady Preheim

CALL WORK SESSION TO ORDER – 1 p.m.

Mayor Scholl read the Council Mantra.

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

- ◆ Tina Curry, Event Coordinator. Christmas Ships Parade/Activities update:
 - Fantastic event
 - Served 300+ cups of cocoa
 - Did not rain
 - Santa and elves
 - Live music box in City Hall window
 - Candy was very appreciated
 - The alpacas and sasquatches were fun and added a lot to the atmosphere
 - Local Krampus came
 - Lots of positive feedback
 - Christmas Ships dinner was paid for by Tourism. Captains picked up a box of food to take back to their boats.
 - Provided podium and backdrop to the Police Department for their award ceremony
 - Thanked Public Works for everything they have done to decorate the Plaza. It's a challenge to keep the lights on with the wind and rain.

- ◆ Brady Preheim. Why do people in most cities work there for years, retire, and get a party, but people in St. Helens work for years, there are litigations, a settlement agreement, and a gag order? How much did Sue's settlement cost the City and why did it happen? They don't understand how unhappy people are at the City. Councilor Topaz and Finance Director Brown have both been part of it. There is a legacy of error that must be fixed; one of which is the Recreation Center. 1) They claimed the new building did not need any work and spent thousands of dollars renovating it; 2) there is a department head not qualified to do the job, was demoted, and then remoted; 3) two more people were hired; and 4) basically hasn't done anything in two years.

The Council is voting on the Police Station today. He was part of the discussion in Scappoose when they wanted to build their roads and sidewalks. They seriously considered putting it on the water bill. They talked to attorneys about the statute that allows the City to use the water bill to replace streets and sidewalks. It was designed to allow you to replace the sewer plant or water line. It was not designed for a police station, roads, or sidewalks. Scappoose rejected it and sent it out for a vote, which is what St. Helens needs to do. If they get sued and lose, how much will that cost? And then how will they pay for the Police Station?

He is glad to see the new Main Street program and leadership but is concerned that the new name is only putting lipstick on a pig. He reviewed the presentation in the packet that referred to the \$200,000 for the theater. Has any of that money been spent? It must be spent by April. What happens if it's not? It will be another failure. The grant is to Main Street, and they are responsible to spend that money, not the theater. He loves the theater but is concerned it won't happen.

The Christmas Ships were great. The pirate ships all disappeared. The Police don't seem to be able to do anything about them, but when you ask the tourism director to get rid of them for the Christmas Ships, they suddenly moved. Maybe they should contract with E2C to patrol the docks.

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

1. Update from Main Street Alliance Board - *Erin Salisbury, Interim President*

Erin Salisbury reviewed the Main Street Alliance report. A copy is included in the archive packet or this meeting. They were formerly known as SHEDCO. The Main Street Approach is a common-sense, strategy-driven framework that guides downtown revitalization efforts. Building off four decades of success, this model harnesses the social, economic, physical, and cultural assets that set a place apart. It's a nonprofit mix of community stakeholders; including merchants, retail businesses, property owners, citizens, volunteers, etc., all with the idea of "I love St. Helens."

- Reviewed how Main Street works
- The goal of St. Helens Main Street Alliance is to build a high quality, livable, and sustainable community that will grow St. Helens' economy while maintaining a sense of place.
- Recommendation from Oregon Main Street Coordinator in 2020
 - Restructure the Board
 - Forge an agreement with the City
 - Hire an executive director
 - Community-based goal and workplan development

In response to Brady, work is being done on the theater. They have been using the money. The grant money is reimbursable. They don't get the money until they have received their financing and completed the next stage of the process. They have received funds for the marquee replacement, digital screen inside, and other improvements. That money has not been lost. The Oregon Main Street did receive more funding for next year. They will begin announcing it and soliciting applications from property owners in January. One application from St. Helens will be sent to the State. They want to be sure whoever receives

it will be successful. Unfortunately, the business who received the grant a few years ago did not understand that it was a reimbursable grant.

- Reviewed upcoming events
 - Awards Ceremony Fundraiser - January 9, 2022, 12-1:30 p.m., Columbia Theater
 - OMS Revitalization Grant 2022
 - Spring Uptown Cleanup 2022

Part of rebuilding a city's economic vitality is making connections with people. Her number one criterion to be on the Board is, "Do you love St. Helens, and do you want to help improve St. Helens?"

Council President Morten has followed the program since its inception in Oregon city. It has made a huge difference in their commercial sector. Good luck.

Mayor Scholl asked about the Memorandum of Understanding (MOU). Erin talked about the employee not being a City employee, which changes the MOU. They also need to talk about office space and does not think it should be located in City Hall. They are working through a list of what needs to be done for the City. City Administrator Walsh will return with a modified MOU for review.

Councilor Topaz talked about AmeriCorp not being a good fit in City Hall in the past. Erin confirmed that those volunteers were only here for a few months. It takes a while to learn and makes a lot of sense to have a permanent hire who can build the program. Main Street is specific to St. Helens. There is room for everyone to join.

Councilor Chilton has spoken with Judy Thompson about the program and is looking forward to seeing what they do.

Councilor Birkle has been impressed with the energy and vitality at the meetings. He is excited about the opportunity.

Mayor Scholl said the Main Street Board members are true professionals. They are very capable of hiring a new employee. He recommends Council direct Walsh to work with Main Street on an MOU. Council concurred.

2. Discussion regarding Residential Fire Sprinklers for New Child Care and Adult Foster Care Facilities Located in Dwellings - Mike

Building Official Mike De Roia reviewed the State required changes. The changes will require fire sprinklers in new childcare and adult foster care facilities. It helps actively suppress the fire, giving more time to evacuate. People can present alternatives for review:

1. Defining the care facility and dwelling unit, and putting fire separation between them with walls, barriers, etc.
2. Fire alarm system that is capable of automatically calling out
3. Exits directly to the exterior

It's around \$16,000 for a new sprinkler system for a 1,600 sq. ft. home.

Mayor Scholl gave kudos to De Roia and Walsh for how well the building process is going now.

3. Review of New Public Works Job Descriptions and Plan for Internship Program - Mouhamad

Public Works Director Mouhamad Zaher reviewed the job descriptions. Copies of the job descriptions and organizational charts are included in the archive packet for this meeting. The positions are new roles, but not new FTE's. There is no financial impact. It will help with career advancement and retainment. The internship program creates an opportunity for students in school. It gives them a real-life experience to work.

He is requesting consent to hire one FTE and an intern. They currently have a large workload and need assistance.

Councilor Topaz asked if there is a budget for people getting their professional license and certifications. Zaher said yes. He supports continuing education.

Councilor Chilton asked about managing an intern. Zaher explained that they are usually in their third year of school and would have a limited role. They would be familiar with GIS and CAD. It's a very specific model for six months. Councilor Chilton is in favor an intern but doesn't want to give anyone more work. Zaher agreed. They will have very specific tasks to be done.

Councilor Birkle thanked Zaher. The existing and proposed organizational chart handouts are helpful. What current positions are funded for Engineering? Zaher responded that there are two currently filled and one vacant. They are requesting the vacant position be filled.

Mayor Scholl talked about Zaher being very professional. He has been in communications with him and Walsh about this proposal.

4. Review Notice of Intent to Award for 2021 Aerial Imaging and GIS Data Update Project - *Jacob*

City Planner Graichen reviewed the contract. A copy is included in the archive packet for this meeting. It is on tonight's agenda for approval. Aerial photos are used daily.

- Mapping was originally done in 1995
- First aerial shots were taken in 2000
- Last aerial shots were taken in 2009

Timing is right because it's in the budget with \$75,000 from Public Works and \$25,000 from Planning. It will also be a good opportunity to get photos of the Waterfront and Industrial property before development. He is proposing to include our entire Urban Growth Boundary, and not just the city. Six proposals were received. GeoTerra was unanimously selected. He is requesting approval of the recommendation.

Councilor Topaz said the County has some of this in their system. Is someone flying over or is it a satellite image? Graichen confirmed that it will be captured by plane and will provide information that the County does not have. A satellite image would not give them the resolution they need.

Mayor Scholl suggested putting "Why not St. Helens on the Waterfront property" before taking an aerial.

Councilor Birkle thanked Graichen for the explanation. He requested a new aerial photo be hung on the wall. Graichen confirmed that this will give them that opportunity.

5. Review Resolution to Adopt Community Public Safety Fee - *Matt*

Finance Director Brown reviewed the resolution. A copy is included in the archive packet for this meeting. The proposed fee is much lower than what was presented to community members at the 20+ community engagement events held. However, Council will need to review the fee every year to ensure that revenue is coming in as predicted.

Mayor Scholl suggested the Budget Committee review it. Brown said it's also an opportunity to engage with the Ad-hoc Committee on a regular basis. Councilor Chilton agreed that it would be beneficial to have the Ad-hoc Committee continue meeting to review the fee and progress. Council concurred.

Councilor Topaz added that it will help as we recruit businesses into town.

Brown reported that they will continually look for additional funding sources.

6. Discussion regarding Bids Received for Parks & Recreation Master Plan - Matt

Finance Director Brown requested permission to re-advertise the Parks & Recreation Master Plan RFP. They only received two responses. He personally knows of a couple other firms that would be capable of doing it. A couple characteristic changes would be made, such as removing the SDC methodology study and have Steve Donovan do that part. That would reduce the cost of the RFP as well.

They also recognized that the Council wants to be part of the rating process. With the second RFP, they want to invite Council President Morten, and possibly the entire Council since the Recreation Program is very community focused. Council President Morten appreciates that. They are accountable and a watch dog for the citizens. He would also like to involve Parks & Trails Commission members. Mayor Scholl suggested a joint meeting to review them. Councilor Chilton wants those groups to be part of the Master Plan drafting process as well. Brown confirmed that the RFP will be clearer about community engagement events for more input.

7. Recommendation for Appointment or Reappointment of Budget Committee Member - John

Mayor Scholl discussed the recent interviews conducted by himself, Councilor Birkle, and Council President Morten. Bill Eagle had the most strength because of his knowledge. However, they felt that it was time, based on the resolution for term expirations, to appoint a new member. They recommend Lew Mason to be appointed and Jeff Grundy as an alternate if another space needs to be filled.

Council President Morten confirmed that all the interviews went very well.

8. Discussion regarding Tourism Contract and Masonic Building Lease - John

City Administrator Walsh reported that the Tourism Executive Committee's recommendation was sent to the City's attorney for review. He does not have any additional information about that at this time.

The Masonic Building lease expires December 31, 2021. It has proven to be the epicenter for revenue opportunity. He is seeking direction from Council.

Councilor Topaz asked if the second floor can be made ADA compliant. Walsh responded that there are exemptions for existing buildings. There is a lift chair to access upstairs. Councilor Topaz responded that he has fixed both chairs in that building in the past. Walsh said there is a level of building compliance that must be followed.

Council President Morten is in favor of renewing the lease.

Councilor Chilton is opposed to renewing the lease. They have received a lot of financial concerns. There needs to be a hold on spending until the concerns are addressed. She hasn't seen anything that listed the work they have already done to the ability and what the plans are for using it. Mayor Scholl responded that it's utilized for a store, haunted house, and museum upstairs. It generates more than enough revenue to cover the cost.

Councilor Birkle is conditionally in favor of renewing the lease. There were initial discussions about the use of that building, and how it is being used today is different. The store should not be in competition with other local stores. Is the museum upstairs better used for Main Street offices? Council is accountable to citizens. They need to be more aware of what is happening there.

Council President Morten asked if the ORS allows tourism money for other uses, such as Main Street, to be funded by tourism.

Mayor Scholl explained that they needed a site for tourism and leased that building. They had hopes to use that building for other purposes, and it didn't come to fruition. They may conflict with some other businesses but the City owns the branding for Spirit of Halloweentown. The building is paying for itself, and funds other events. Maybe tourism should just take over and pay for 4th of July.

Councilor Chilton asked if they have conducted an audit of the store. Mayor Scholl responded that it is operated by a third-party. They will be reviewing the contract.

Council President Morten agreed that Main Street could be housed in there. Tourism would benefit from a Main Street program. They can work collaboratively. Walsh said they have discussed putting Main Street in that building. They want to maintain an active storefront. Hotel revenues have decreased due to COVID and Motel 6 transitioning to a long-term stay. Tourism revenue must go directly back to marketing. Sales from the store goes directly into a City account.

Council President Morten asked where Councilor Chilton would like to see a tourism office. Councilor Chilton did not realize they had an office there because she always sees them at City Hall. Council President Morten believes there needs to be some visibility with a space for storage and an office. Councilor Chilton agreed and wants to discuss that. Walsh added Oregon City has a small space, but it was very nicely done.

Discussion of the cost to operate fireworks.

Mayor Scholl asked how much money was received from hotel taxes last year. Brown responded that they have received \$78,000 from tourism funds this fiscal year to date. Mayor Scholl pointed out that adjustments have not been made this year. Brown confirmed that revenues currently exceed expenses. That update was distributed to the Council. He has concerns and is not comfortable discussing them in a public meeting. Councilor Chilton pointed out the concerns in a document they received. Brown does not think the figures are accurate and is not comfortable sharing them.

Councilor Topaz talked about staff helping with setup. Does the City get reimbursed from tourism for staff time? Mayor Scholl said that Zaher has been tracking that. Councilor Topaz wants to see those numbers.

Councilor Birkle, Councilor Topaz, Mayor Scholl, and Council President Morten were in favor of renewing the lease. Councilor Chilton was opposed.

Break

9. City Administrator Report - *John*

- Executive Session after this meeting
- Riverwalk Open House at the Recreation Center tonight
- Councilor Topaz is requesting more time to review Ordinance No. 3276. It's not urgent and can be tabled until the next meeting. That gives everyone three weeks to review it. There were no objections from the Council to postpone the second reading. Councilor Birkle asked for clarification about the Council position election. Everyone will select two and the top two candidates will be elected. Councilor Topaz disagrees with it. The survey was not valid with the limited responses. Mayor Scholl asked about a dozen people, and they liked the proposed change. It's the popular vote. Council President Morten likes the popular vote and received the same response from people he spoke with. An announcement will be made tonight that it will be tabled until a date certain. In the meantime, direct questions to Walsh and staff.
- A conflict between Council rules and the public meetings calendar was found. Councilor Birkle reported that the Operating Rules and Procedures says that the calendar is approved at the first meeting of the year. He suggests that the rules be amended to follow practice.
- There is a resolution on tonight's agenda to participate in the National Prescription Opiate Litigation Settlement. Cities that participate will receive funding for public safety and education. There is no cost to participate.
- There is an acceptance on tonight's agenda for an in-water lease renewal.
- The Dock Use Committee meeting was fantastic. It includes a diverse group of stakeholders. There was good discussion about irresponsible boaters and what it takes to get them to follow

the rules. They are engaging with more of the boating community. The next meeting will be January 25 to allow more communication. Councilor Topaz talked about the different views all working for a solution. Everyone understood it was needed. Mayor Scholl added that it was good to hear everyone's input.

- Library Director interviews begin January 11. So far 28 applications have been received. Mayor Scholl gives credit for that high number to Library Director Jeffries. Final interviews will be conducted on January 18.
- Urban Renewal Budget Committee and Urban Renewal Agency meeting on January 5.
- Coordinating with the Marine board for an accessible dock for fishing and non-motorized vessels at Grey Cliffs Park. They are working on a rendering and plan for dredge material placement.
- Moving forward on the Industrial Business Park planning.

Councilor Chilton asked when they will discuss the Tourism Executive Committee report. Walsh said it could be any time. Councilor Chilton wants the report to be made public. Councilor Topaz agreed. Walsh said the intent was to come up with a contract that works. Council President Morten said there are recommendations in the report. The recommendations are different than some of the findings. He doesn't want to go over everything the Committee did. He only wants to review their recommendations. Mayor Scholl said this is important, but they have a Riverwalk presentation soon. They have a recommendation from staff they can look at it and move forward. They will be addressing these issues at the special meeting on December 29. Tourism has come to this Council enough. They are moving forward in a good direction. Councilor Topaz pointed out that they don't have to accept the staff recommendation. Councilor Birkle wants to take the recommendations into account but also wants to be assured the conditions are put into place before agreeing to a new contract. It is important for the community to know the staff made recommendation but doesn't think it needs to be made public. They can still achieve accountability. Councilor Chilton said tourism is being discussed in the community and she wants to do her due diligence. There are shocking concerns that staff has raised. Mayor Scholl asked Councilor Chilton to identify the people in the community she is referring to. The mantra says they will not make promises to an individual or group. Councilor Chilton argued that it's the same as him saying he has discussed the election process survey results with people in the community. What he is asking is unethical. Mayor Scholl said they are close to the finish line. He is not trying to be disrespectful. Councilor Topaz disagreed with being close to the finish line.

Walsh acknowledged Councilor Birkle's point about closeout issues. A lot of those concerns are raised in the memo. It doesn't address the legal limitations of what a new contract looks like. It's with the attorney right now to help define roles, what can and cannot happen, and what they can and cannot ask for. There is more due from the contractor, including financials.

The tourism special meeting will be December 29. Representatives from Travel Oregon and Paul Vogel with Columbia Economic Team are willing to be there, although they're not excited about the date being so close to the holidays.

ADJOURN – 3:50 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

December 15, 2021

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

Staff Present: John Walsh, City Administrator
 Kathy Payne, City Recorder
 Matt Brown, Finance Director
 Mouhamad Zaher, Public Works Director
 William Monahan, City Attorney

Others: None



At 3:51 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Real Property Transactions, under ORS 192.660(2)(e)**
 - Update on City-owned property for sale on 10th Street.
 - Update on City-owned Millard Road property.
 - Update on potential lagoon reclamation.
- **Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)**
 - Update on the litigation with Cascades Tissue.
 - Update on the litigation on the 2MG Water Reservoir.

The Executive Session was adjourned at 4:11 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor



RIVERWALK OPEN HOUSE

St. Helens Recreation Center
 Wednesday, December 15, 2021
 5:00 – 7:00 p.m.

DRAFT MINUTES

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Mouhamad Zaher, Public Works Director
 Jenny Dimsho, Associate Planner/Community Development Project Manager
 Matt Brown, Finance Director
 Crystal King, Communications Officer
 Rachael Barry, Government Affairs Specialist
 Lisa Scholl, Deputy City Recorder

OTHERS

Consultants with Mayer/Reed Inc.
 Consultants with OTAK, Inc.
 Ginny Carlson
 Jenefer Grant
 Tina Curry
 Howard Blumenthal
 Jeff Yarbor
 Steve Toschi
 Kelly Niles
 Brandon Sundeen
 Marilyn Hensley
 Estela Alcazar
 Brian Silver
 Carmel Carrasco
 Brady Preheim
 Colin S.
 Audrey Webster
 John Sayler
 Claire Catt
 Christina Sullivan

Jaclyn Godovitz
 Don Hibbs
 Pam Heimuller
 Julie Heym
 Josh Daoust
 Alan King
 Howard Blumthal
 Molly Matchak
 Philip Stanton
 Dustin Carptener
 Jane Garcia
 Tom Weaver
 Ellen Jacobson
 Dave Innocenti
 Robyn Toschi
 Melissa Busch
 Lew Mason
 WynDee Wilson
 Jaimee A.

Melody S.
 Art Leskovich
 Stuart Forman
 Carrie Deichman
 Jerry Belcher
 Ray Scholl
 Micky Scholl
 Mary Hubbard
 Russ Hubbard
 Jennifer Pugsley
 Susan Baker
 Vita Larsen
 Scott Jacobsen
 Erin Salisbury
 Marci Sanders
 Pat Rubino
 Patricia Mason
 Bryan Wilson
 Tommy Sullivan

TOPIC**1. Riverwalk Project**

An open house was held to provide the community with an update on the design progress of the Riverwalk Project.

Mayor Scholl welcomed everyone in attendance, followed by a short formal presentation at 5:30 p.m. Presentation materials are available at <https://www.sthelensoregon.gov/waterfront/page/riverwalk-project>. Attendees viewed the diagrams and spoke with consultants and staff.

No deliberations or decisions were made by Council.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Lisa Scholl, Deputy City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, December 15, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Matt Brown, Finance Director
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Tina Curry, Event Coordinator

OTHERS

Steve Toschi
 Art Leskowich
 Stephanie Patterson
 Brady Preheim

CALL REGULAR SESSION TO ORDER – 7 p.m.

PLEDGE OF ALLEGIANCE

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

- ◆ Art Leskowich. He watched the December 1 meeting at home. Shauna Stroup asked a question about the lagoon, and it was not answered. Are there any updates? He is looking forward to Phase I and II of the Riverwalk project. He is confused about how we'll incorporate a landfill into the project.
- ◆ Brady Preheim. He distributed a Spotlight article to the Council. A copy is included in the archive packet for this meeting. He doesn't blame Erin Salisbury for the stuff that went on in SHEDCO prior to her being there. He supports the project and Columbia Theater. However, the marquee was not part of the grant. The screen may have been part of the grant. There were people who applied for the grant who were not even considered. It was pre-determined who was going to be the winner. The president of SHEDCO at the time was also the architect for the project that was chosen. He will bet money that this grant won't be used either, just like the first one. This is almost \$400,000 with matching funds. He wants to see change and see them do well, but he wants the Council to be aware of the past and makes sure it won't happen again. Part of the funds are for the bathroom remodel, but he doesn't think it will happen. He doesn't like the misinformation they were told this morning.

He was bothered about the comments from Finance Director Brown implying that money received was too little or too much. It's not acceptable to imply Tina Curry is stealing money. They need to be aware of how successful the tourism program has been. He would like to see the report and will submit a public records request.

ORDINANCES – Final Reading

- 1. Ordinance No. 3271:** An Ordinance Amending the St. Helens Municipal Code Chapter 6.04 Regarding Beekeeping

Mayor Scholl read Ordinance No. 3271 by title. **Motion:** Motion made by Councilor Chilton and seconded by Council President Morten to adopt Ordinance No. 3271. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- 2. Ordinance No. 3275:** An Ordinance Amending St. Helens Municipal Code Title 13 Relating to Definitions of Equivalent Dwelling Units for Water and Wastewater Utilities Services

Mayor Scholl read Ordinance No. 3275 by title. **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Resolution No. 3275. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- 3. Ordinance No. 3276:** An Ordinance Amending St. Helens Municipal Code Title 2 Relating to Administration and Personnel

Motion: Motion made by Councilor Topaz and seconded by Council President Morten to postpone the final reading until January 5, 2022, to allow Council more time to review the proposed amendments.

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

ORDINANCES – First Reading

- 4. Ordinance No. 3277:** An Ordinance to Annex and Designate the Zone of Certain Property at 35480 East Division Road

Mayor Scholl read Ordinance No. 3277 by title. The final reading will be held at the next meeting.

- 5. Ordinance No. 3278:** An Ordinance to Annex and Designate the Zone of Certain Property at 58471 Columbia River Highway

Mayor Scholl read Ordinance No. 3278 by title. The final reading will be held at the next meeting.

- 6. Ordinance No. 3279:** An Ordinance to Annex and Designate the Zone of Certain Property at 58284 Old Portland Road

Mayor Scholl read Ordinance No. 3279 by title. The final reading will be held at the next meeting.

RESOLUTIONS

- 7. Resolution No. 1942:** A Resolution to Set 2022 City Public Meetings and Holiday Closures Schedule for City of St. Helens Council, Boards and Commissions

Mayor Scholl read Resolution No. 1942 by title. **Motion:** Motion made by Councilor Birkle and seconded by Councilor Chilton to adopt Resolution No. 1942. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- 8. Resolution No. 1943:** A Resolution Appointing the Budget Officer for Fiscal Year 2022-23

Mayor Scholl read Resolution No. 1943 by title. **Motion:** Motion made by Councilor Birkle and seconded by Councilor Chilton to adopt Resolution No. 1943. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- 9. Resolution No. 1944:** A Resolution Adopting a Community Public Safety Fee

Mayor Scholl read Resolution No. 1944 by title. **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Resolution No. 1944.

Discussion. Mayor Scholl stated that this is a very good thing for our community. The fee is low cost. A new public safety building is highly needed in the community. He appreciates the officers and their work. Councilor Birkle concurred.

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

10. Resolution No. 1945: A Resolution Approving Participation as a Local Government Recipient of the National Prescription Opiate Litigation Settlement, and Related Matters

Mayor Scholl read Resolution No. 1945 by title. **Motion:** Motion made by Councilor Chilton and seconded by Council President Morten to adopt Resolution No. 1945.

Discussion. Mayor Scholl stated that big pharma is finally paying for the opiate problem. They were supplying toxic prescriptions. It's about time that the federal government got involved. Your doctor could be a drug dealer.

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

AWARD BID/CONTRACT

11. 2021 Aerial Imaging and GIS Data Update to GeoTerra for \$94,110

Motion: Motion made by Councilor Topaz and seconded by Council President Morten to approve '11' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

12. First Amendment to Agreement with David Evans & Associates, Inc. for Columbia Blvd. Sidewalk & Safety Improvements Project
13. Contract Payments

Motion: Motion made by Councilor Birkle and seconded by Councilor Topaz to approve '12' and '13' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

APPOINTMENTS TO CITY BOARDS/COMMISSIONS

14. Appointments to Planning Commission & Budget Committee

Motion: Motion made by Council President Morten and seconded by Councilor Birkle to appoint Lew Mason to the Budget Committee. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to reappoint John Brewington and appoint Dana Lathrope to the Parks & Trails Commission. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

Motion: Motion made by Councilor Birkle and seconded by Councilor Chilton to appoint Steve Toschi to the Planning Commission. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

Mayor Scholl welcomed the new members.

Council President Morten would like to recognize the outgoing members, Bill Eagle and Elisa Mann, at a future Council meeting.

CONSENT AGENDA FOR ACCEPTANCE

15. Oregon Department of State Lands Amended and Restated Submerged and Submersible Land Lease Agreement No. 10474-ML

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '15' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

CONSENT AGENDA FOR APPROVAL

16. New Engineering Manager Job Description
17. New Engineer III Job Description
18. New Water Quality Manager Job Description
19. New Facilities Maintenance Supervisor Job Description
20. Accounts Payable Bill Lists

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '16' through '20' above.

Discussion. Councilor Birkle appreciated Zaher's presentation during the Riverwalk Open House at the Recreation Center. Councilor Birkle spoke with a resident who talked about how professional Zaher is. The new engineering structure will be good for the city.

Councilor Chilton acknowledged Zaher's work as well. She is looking forward to what he brings.

Mayor Scholl pointed out that these are restructures and already in the budget. They are not new positions.

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

WORK SESSION ACTION ITEMS

None

MAYOR SCHOLL REPORTS

- The Christmas Ships event was nice. The rain stopped and allowed them to enjoy the ships.
- Had the first dock meeting yesterday. It went really well. They will draft a policy and bring it back to the next meeting. They need to be able to police their waterways.
- Tonight's Riverwalk Open House was phenomenal. The riverwalk is becoming a reality. He thanked staff for their work. Walsh brings a sense of calmness. He thanked him for his leadership. Walsh thanked Mayor Scholl. There's a lot of work to do and it's exciting for the community. A video will be coming shortly.

COUNCIL MEMBER REPORTS

Council President Morten reported...

- Dalton Lake Nature Preserve
 - Attended a meeting with Columbia River Estuary System (CRES). They are rehabbing the Dalton Lake area for salmon habitat. Their project is 60% planning. It is very fascinating. The beavers in the area are not problematic, but part of the system. There is a lot of flexibility built into the planning.
- Nob Hill Nature Park
 - The park has a lot of passionate volunteers. Councilor Birkle is one of those who is very involved in the work being done. They look for the quality and experience of being in a nature park. The nature trails are made for people. He would like some guidelines about widths of trails.

Councilor Topaz reported...

- Council President Morten talked about salmon. Their lifecycle is very complicated. There needs to be a seminar to inform people. Council President Morten said there is a guy in the community who wrote the book.

- Council President Morten also talked about Dalton Park. He should emphasize what else lives in that area.
- The Library has been working with Government Affairs Specialist Rachael Barry on a Strategic Planning exercise. The Library staff and Library Board lists were very similar.
- The Riverwalk, Riverfront framework, Veneer walk, Connector Plan, toxic waste dump, parks, and sewer problems somehow need to be added to a master plan with an explanation of how they all fit together.
- He has heard concerns about parking downtown. What happens when there are a lot of people at the Riverwalk and the County Courthouse is in session? Some designs haven't taken into consideration the parking when multiple events are taking place.
- He received a handout in the packet from Main Street. Was the report from the Census Bureau? It shows St. Helens has some problems with jobs and income. It kind of hurts. He showed pictures when the mills were in operation. We had the highest paper capita of any city in the country. They need to get their spirit back.

Councilor Chilton reported...

- Participated in the annual police awards dinner. It was eye opening. Some of their lifesaving awards are amazing to hear about it. She expressed appreciation of Officer Boswell, who received the Officer of the Year award. He is serving our community and country in the military.
- The Riverwalk Open House was good tonight. It was beneficial to see the drawings and maps. She talked with people and learned what they are interested in. She looks forward to seeing it.
- Welcomed the new committee members.
- Merry Christmas! Have a safe and happy time with family and friends.

Councilor Birkle reported...

- Have always known Brown to tell it like it is, whether it is good or bad. If he doesn't say it in a public meeting, he's exercising responsibility and discretion.
- Since there will be a public records request for the Executive Committee report, he would not hesitate to invite others who have questions to do the same thing.
- Planning Commission (PC) met yesterday. There's another annexation on the way. St. Helens is continuing to expand. People want to be part of the community and the opportunities that it provides. PC continues to do great work.
- Applied for and was accepted to a position on the League of Oregon Cities (LOC) Community Development Policy Committee. He is anxious to share what is happening with that. Council President Morten reported that he served on two of those. They are very rewarding. Birkle will make a difference state-wide.
- Merry Christmas and Happy New Year!

OTHER BUSINESS

Mayor Scholl congratulated Senator Johnson and her efforts running as Governor. She has resigned her position as State Senator. She is common sense and is all about what will be good for Oregon. She works tirelessly. It's time for Oregon to look through a different lens. The two-party system is broken. He is Independent and serves the best he can. She is doing the same.

Have a Merry Christmas and a Happy New Year! Be safe!

ADJOURN – 7:49 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL SPECIAL SESSION

Wednesday, December 29, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Matt Brown, Finance Director
 Mouhamad Zaher, Public Works Director
 Crystal King, Communications Officer
 Peter Hicks, City Attorney

OTHERS

Michael Sykes	Stephanie Patterson
Tina Curry	Chris Cannard
Brady Preheim	Amy Bynum
Molly Matchak	Jane Garcia

CALL SPECIAL SESSION TO ORDER – 4:00 p.m.

DISCUSSION TOPICS

- 1. Resolution No. 1946:** A Resolution of the City Council of St. Helens, Oregon Declaring City Owned Property at S. 10th Street, Tax ID 28878, Lot 4, Block 83 as Surplus and Authorizing Sale of the Property

City Administrator Walsh explained that this item will be postponed until after the Public Hearing being held tonight at 6 p.m.

- 2. Council Roundtable for Tourism/Event Management - Facilitated by Michael Sykes**

Walsh reviewed the agenda and introduced Michael Sykes. Sykes facilitated the Strengths, Weaknesses, Opportunities, Threats (SWOT) exercise.

What does Council think the mission of tourism is?

- Sound economic/sustainable framework
- Community events
- Highlights strengths to attract tourists
- Enhances all businesses
- Benefits the whole community
- Makes people want to come to town
- Year-round events, 365 days/year

SWOT**STRENGTHS:**

- River
- People
- Ecological areas (bird watching, photography, parks)
- Activities on the river (kayaking, fishing)
- Existing experienced contractor
- Halloweentown
- 13 Nights on the River
- Restaurants and food
- Good service groups/events
- Alternative sports (x-games)
- Riverfront opportunities
- Development opportunities
- Outdoor recreation opportunities (fishing, hunting, etc.)
- Consistent community events (13 Nights, Halloweentown, Kiwanis parade)
- Safety
- County fairgrounds
- Strong leadership and commitment to tourism
- Cultural activities
- Stock car racing
- Sand Island
- Proximity to Portland
- Hotel/motel tax
- Riverfront development
- Docks
- Relationship with CET
- Scappoose Bay
- Entrepreneurs

WEAKNESSES:

- Gable Road access
- Event communication with locals
- Organizational work/action plan
- Vacated industrial property/decay
- Limited partnerships
- Limited available lodging/RV spots
- Municipal partnerships
- Derelict boats
- Marine patrol enforcement
- Signage along rail line
- Lack of shared vision
- Limited resources
- Declining industrial development
- Lack of support from Salem
- Permitting (DSL, Army Corps, etc.)
- Limited parking
- Limited capacity/staffing
- Declining social capital (fewer people supporting community events)

- Taxis

OPPORTUNITIES:

- Partnerships
- Entrepreneurs
- More events
- Develop waterfront
- Attract cruise ships
- Development of watershed recreation site
- Location for ferry crossing the river
- Sports and recreation programs (sports tournaments)
- Riverfront hotel
- Additional parking downtown
- 4-star restaurant on top of parking structure
- Expansion of the Main Street program
- Transportation system improvements
- Grant funds
- Pursue sternwheeler
- Frog ferry
- Walking trails/tours
- Develop a B&B program
- Sand Island
- Fishing

THREATS:

- Progress takes time
- Economic constraints
- Pandemics
- Wildfires
- Lack of marketing
- Lack of parking
- Anti-tourism sentiment
- Inflexibility of ODOT
- Lower priority City need
- Lack of partnerships
- Lack of economic development staff capacity

The Council all voted for their top five for each category.

Break - 5:52 p.m.

TOP STRENGTHS

1. River (5)
2. Halloweentown (4)
3. Restaurants/food (3)
4. Ecological areas (2)
5. New businesses (2)
6. Development opportunities (2)
7. Sand Island (2)

TOP WEAKNESSES

1. Event communication with locals (3)
2. Organizational work/action plan (2)

3. Vacated industrial property/decay (2)
4. Limited partnerships (2)
5. Derelict boats (2)
6. Lack of shared vision (2)

OPPORTUNITIES

1. Develop waterfront (5)
2. Main Street (3)
3. Adding parking downtown (3)
4. Partnerships (2)
5. Sports tournaments (2)
6. Grant Funds (2)

THREATS

1. Economic constraints (4)
2. Lack of economic development staff (4)
3. Lower priority City need (4)
4. Lack of partnerships (3)
5. Lack of parking (3)

What are the strategic action items to work on? Identify priorities and create a plan. Examples:

- Development waterfront – there is already an action plan in place
- Main Street program – developing an action plan for that
- Lack of parking – create a parking management strategy; communicate with Columbia County

Discussion ensued about what a strategic plan would contain based on the rankings of each SWOT category.

- Include all affected groups when creating action plans
- Evaluate action plans at the end of each year

3. Review Tourism Staff Recommendations and Q&A Session

Walsh introduced City Attorney Peter Hicks and updated the Council on the status of the tourism contract. Hicks reviewed the proposed contract for tourism and the differences between the current agreement and the proposed agreement. An independent contractor, or third party, provides a specialty that you don't already have. It would be cost prohibitive to hire an employee to manage that operation. This would bring someone in with that expertise to put on the events, which is what the City has been doing. With an independent contractor, the City does not exercise significant direction or control over that individual or entity. They are assigned a project and must hire individuals needed, attain tools needed, etc. The City needs to be careful not to get too involved in the events and process. They have tried to make those distinctions in the proposed agreement.

Councilor Topaz declared that he did not receive a clean copy, which makes it easier for him to read. He would prefer that over the redline version.

Some modifications made in the proposed agreement:

- Payment and expenses
 - Accountability/check-ins of expenses and revenue
 - Contractor's markup can't exceed a maximum of 5% for handling and budgeting expenses
 - Contractor submits an expense budget to the City for approval prior to an event
 - The City will not be required to reimburse the contractor for any expenses exceeding the approved budget
- Term
 - Either party can terminate at any point with appropriate notice

- Automatic renewals were removed
- Contractor provides additional records
 - Detailing work performed and expenses occurred should be provided monthly
- At the conclusion of the event, the contractor will remit all gross receipts generated to the City with an accounting
 - Detail of revenue received
 - Provide City Administrator access to the ticketing accounts for tracking and verification purposes
 - Be careful how much access or involvement you have in websites, social media, ticketing, etc. The contractor provides their own tools and equipment.
 - The contractor will discourage the use of cash payments
- Additional independent contractor language added
 - Document ownership
 - Anything developed by the contractor for the City is the City's property
- Added to insurance section
- Clarified Workers Compensation
- Termination of the agreement
 - Either party can terminate at any time without cause with proper notice
- Additional provisions to address concerns in the Scope of Work
 - Coordination with City staff
 - Providing additional support and logistical planning for events
 - Define large events
 - Clear delineation of contractor staff and City staff

Mayor Scholl talked about how Halloweentown affects both the City and County buildings. They have an IGA with the County. They do use City staff to put stuff on both buildings. That's the best way for it to be done safely. Hicks explained that City staff can be used for parts of it. There can also be allowances for the contractor to direct City staff. It just needs to be clear in the agreement.

Walsh added that this is a draft and not a final document. The current contract expires December 31, 2021. The Council seems to be in consensus with not renewing the current contract. A new contract will be created based on what was presented and discussed.

Councilor Chilton has some questions based on the memo submitted from the Tourism Executive Committee. A copy of the memo is included in the archive packet.

- Do we have a plan for repaying \$27,000? Walsh responded that there are policies about tourism owing on past borrowed funds. It's made whole during the following fiscal year. The proposed contract includes language about having a minimum fund balance or a reserve.
- There is a positive/negative cash flow chart. Why are the actual expenses for 2021/2022 under \$200,000, when the actual expenses for the last five years have been around \$500,000? Finance Director Brown explained that they began receiving ticket revenue within the last two years. That ticket revenue was not directly reported to the City. The contractor is making expenses for the tourism program from those revenues in her account. Those expenses are not reported by the City. He recommends ticket revenue go directly to the City to record accurate revenue and expenses. That is addressed in the proposed contract. He is also concerned about an expense amount of approximately \$315,000 that has been unaccounted for.

Event Coordinator Tina Curry explained that the revenue from the ticket site was approximately \$923,000. They wrote checks and gave the City \$612,036.47. She listed the expenses paid out of the account. They had agreed to pay expenses directly out of ticket sales, instead of having checks go back and forth. She doesn't have a way to send the receipts electronically because it includes confidential

contracts for entertainment and vendors. The entertainment cost was \$132,000+; equipment cost was \$9,793; staff cost was \$83,000; product cost was \$38,000; props cost \$22,000; and advertising cost was \$24,000. That adds up to \$311,309.32. She wrote the final check in the amount of \$178,000 to the City after paying the final bills. There should be \$700,000 – 800,000 in the tourism account. Their goal was to make a lot of money this year to purchase assets that are not cheap, such as a tram, a vessel to move people to and from Sand Island, etc.

Mayor Scholl pointed out that revenue could cover fireworks if it stays under tourism.

Councilor Chilton does not feel that Curry provided enough information to show that deficit has been repaid. She would like an opportunity to discuss the report submitted by the Tourism Executive Committee. Mayor Scholl said that this meeting is to discuss the contract. Brown clarified that the discussion topic is, "Review Tourism Staff Recommendations." He recommends an audit be conducted of the last two years. If a third-party is brought in, it will cost between \$10,000-15,000. It could be done in-house if Council so desires. Curry said she is happy to turn over every receipt, except entertainment receipts. They match every invoice. That information was never requested from her in the past. Brown argued that the Tourism Executive Committee has made three requests for this information to the tourism contractor.

Mayor Scholl said they clearly don't want this to go away. This meeting was formed to create a new contract and discuss going out for an RFP. Councilor Chilton does not want what has happened to be swept under the rug. She agreed with Brown about an audit being done.

Councilor Topaz wants to hear the Executive Tourism Committee report. That needs to be considered when discussing the contract. Council President Morten agreed. The contractor said she has all the information for an audit. Councilor Topaz is in favor of the audit being conducted by an outside firm. Mayor Scholl agreed that the audit should be conducted by a third-party. This meeting is to discuss what they would like to see in the contract.

Councilor Birkle likes the proposed revisions to the contract. Before they move forward, he would like to see all the questions answered, including an audit. Curry expressed her agreement with an audit.

Mayor Scholl wants to see the personal attacks stop. They have a beautiful waterfront. Tourism is important, but it's also a threat as being not important enough. They did almost a million dollars in ticket sales.

Councilor Chilton reminded them that the agenda includes a topic to, "Review Tourism Recommendations and Q&A Session." This was an opportunity to discuss the report. Mayor Scholl agreed and apologized. Councilor Chilton said the agenda also listed a topic to, "Review Tourism Business Models." Will that be discussed? Walsh said the attorney consolidated those two topics into his report and draft agreement. He summarized that it appears they don't want to continue the agreement, create an agreement that complies with the business model, come back with a proposed agreement, conduct an audit of financials, and then the Council can determine how to move forward.

Councilor Chilton thanked Curry for being willing to conduct the audit.

Curry said there are some things that need to be purchased soon. They should be preparing for 13 Nights on the River right now.

Council President Morten agreed with the proposal for a trolley to transport visitors around town. Mayor Scholl agreed. Curry has done her due diligence to ensure they are not purchasing a lemon. Councilor Chilton would like more details before consenting to the purchase; cost, how it would be ran, who would drive it, insurance coverage, operation schedule, etc. Curry explained different opportunities to use the tram during community events. It holds 121 people. It would be paid in full by tourism. It's \$70,000. They will have to continue limiting ticket sales if they don't have something like this. Council President

Morten asked if the ongoing expenses would be covered by tourism, and can the owner provide information about maintenance records and expenses. Curry said yes. It's in great condition. She will submit a written proposal.

Mayor Scholl thanked Curry for the work she has done.

Council President Morten appreciates everyone's input and the work they accomplish together, even when they don't agree.

4. Review Tourism Business Models

5. Next Steps for Tourism/Event Management

OTHER BUSINESS

Recess - 7:29 p.m.

Reconvene - 7:39 p.m.

Resolution No. 1946: A Resolution of the City Council of St. Helens, Oregon Declaring City Owned Property at S. 10th Street, Tax ID 28878, Lot 4, Block 83 as Surplus and Authorizing Sale of the Property

Mayor Scholl read Resolution No. 1946 by title. **Motion:** Motion made by Councilor Topaz and seconded by Council President Morten to adopt Resolution No. 1946. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

ADJOURN – 7:43 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL PUBLIC HEARING

Wednesday, December 29, 2021

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Matt Brown, Finance Director
 Mouhamad Zaher, Public Works Director
 Crystal King, Communications Officer
 Peter Hicks, City Attorney

OTHERS

Michael Sykes	Stephanie Patterson
Tina Curry	Chris Cannard
Brady Preheim	Amy Bynum
Molly Matchak	Jane Garcia

OPEN PUBLIC HEARING – 7:30 p.m.

TOPIC

1. Sale of the following City-owned property:

Tax Account No. 28878
 Map No. 4N1W04-DA-01200
 Block 83, Lot 4 & 5, St. Helens
 11,600 square feet total
 Located on S. 10th Street

2. Public Comments

- ◆ Brady Preheim. This is directly across from property that he owns. He is glad they waited to sell the property until after the public hearing. It seems fishy that they already have a sale. The property should be declared as surplus and allow people to bid or purchase it, rather than have someone already selected.

Mayor Scholl reported that they already declared it surplus. This is another step in the process. Brady was not aware of that. Mayor Scholl explained that the property was declared as surplus, appraised, and a realtor was chosen. They have been on the market for quite a while. Brady argued that this hearing is backwards if the property is already sold.

City Administrator Walsh added that it was declared surplus when the City decided to list the three properties. This is the third offer they have received. Now that they have a buyer and offer, they are contemplating the sale of the property. The surplus and sale are different actions.

Councilor Topaz agreed with Brady. There was no public announcement in the Chronicle and there was not a public hearing five days after it was published. The people did know they wanted to purchase it before the process began. This is an attempt to cleanup processes that were missed.

Council President Morten asked about time sensitivity. Walsh explained that it is someone who needs to purchase property by the end of year, which is why it's being rushed. They did follow all the processes to sell the property.

◆ Jane Garcia. They went through this process with the first offer on the 10th Street lots and followed all the processes needed for the City to sell the property. All the conditions were met two months ago. It has been listed on multiple real estate sites and there has been a sign posted on the property.

Councilor Topaz said ORS requires that it be posted in the newspaper. Mayor Scholl confirmed that was done.

CLOSE PUBLIC HEARING – 7:40 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens
Consent Agenda for Approval

ANIMAL FACILITIES

The following facilities have been inspected by City of St. Helens Police Department and are recommended for approval of an Animal Facility License:

<u>Owner Name</u>	<u>Location</u>	<u>Purpose</u>
• Columbia Humane Society	2084 Oregon Street	Multiple Dogs



**CITY OF
ST. HELENS OREGON
DEPARTMENT OF POLICE**

RECEIVED

JAN - 4 2021

CITY OF ST. HELENS

On Wednesday, December 22, 2021, at approximately 1030 hours, I met with Lisa Beggio manager of the Humane Society at 2084 Oregon St in St. Helens, OR to conduct a prescheduled Animal Facility License Application inspection.

This inspection is to ensure the premise is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with her application was the facility's liability insurance information (Hagan Hamilton Insurance) and information regarding where they seek veterinary care for their animals Columbia Vet Clinic (St. Helens OR, 97051)

I noticed the facility consisted of a single-story brick building surrounded and confined within a chain link fence. Along these fences on both the west and east side of the building are chain link spaces for individual dogs. At the rear of the property is a smaller solitary building with 4 individual spaces where they keep animals that need to quarantine or appear to be ill.

The outside property is mostly gravel. I did not notice any smell of feces of urine anywhere on the property. There was adequate runoff to prevent water pooling and the fenced spaces are covered along the side and the top by thick tarp material to provide shelter from sun, rain, snow, wind and other weather conditions.

I noticed that the shelter had a separate area on the east side about 100ft away with an obstacle course and enough space for the dogs to run around. This area was encircled with a sturdy fence. The fence was in good condition. Lisa informed the dogs are given time to exercise on a regular basis.

I did a walkthrough of the interior of the main building. In the main lobby on the south side of the building there is a reception office, as well as a small room devoted to cats and other miscellaneous animals. In the back area of the lobby there are approximately 10 extra individual spaces (5 on each side). The shelter has working electricity, potable water, and wash stations to keep the facility clean. The inside of the shelter was a comfortable 72 degrees (approximately). The food was stored in a Metal container to prevent vermin infestation. Lisa mentioned that the food and water bowls are washed daily.

The shelter is clean and orderly. I am not aware of any recent complaints received by SHPD regarding noise, odors, stray animals, or other ordinance violations regarding The Humane Society. In my opinion I think that The Humane Society should be granted their Animal Facility License.

A handwritten signature in black ink, appearing to read "Moreno".

Officer Moreno

City of St. Helens

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

Application Fee: \$40.00

Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

If you own any of the following inside the city limits, you must have an Animal Facility License:

- More than 3 adult dogs; or
- More than 3 adult dogs and one litter of puppies; or
- More than 3 adult hens and/or ducks and 6 chicks or ducklings under 9 weeks; or
- More than 3 adult rabbits and/or 1 litter of bunnies under 9 weeks; or
- An exotic animal

Complete the application and return to the above address with the fee, copies of your dogs' licenses and a copy of your homeowners insurance. You must list each animal separately in the space provided below that you intend to keep at your facility. Your facility, including perimeter fence if required, must be inspected before your application will be forwarded to the City Council for action. The Police Department will contact you within 10 days of application to schedule an inspection. The application fee is \$40 for a two year license and must be renewed prior to expiration.

If your application is denied, you have two options to obtain compliance: 1) You meet the requirements for an animal facility license; or 2) you have only allowed animals on your property. Once you can prove that you are in compliance for a license, we can seek approval by the City Council. If you have eliminated the need for an animal facility license, you may request a refund of the application fee.

Address at which animal(s) will be kept:				
Applicant Information			Alternate Contact/In Case of Emergency	
Name: <u>Columbia Humane Society</u>			Name: <u>Lisa Beggs</u>	
Mailing address: <u>Box 845 / 2084 Oregon St</u>			Mailing address: _____	
City/State/Zip: <u>St Helens OR 97051</u>			City/State: _____	
			Cell phone: _____	
			Home phone: _____	
Day/time of week that works best for you: _____				
List each animal to be kept at the above address (attach additional paper if more than 6 animals)				
Species/Breed	Name	Sex	Age	County Dog License Expiration Date
1. <u>Multiple Dogs and Cats</u>	<u>Animals are always changing</u>			
2.				
3.				
4.				
5.				
6.				
Veterinarian Information				
Name: <u>Columbia Vet</u>			Phone: <u>503-397-1928</u>	
Address: <u>150 North 15th</u>			City/State/Zip: <u>St Helens OR 97051</u>	
Liability Insurance Information				
Agent's Name: _____			Phone: <u>503-397-0123</u>	
Insurance Company: <u>Hagan Hamilton</u>			Policy No.: _____	
Attach a copy of the policy indicating applicant is covered while maintaining the described animal(s).				

AUTHORIZATION

I, Lisa Beggs, understand that I am applying for an animal facility license to keep the above listed animal(s) at 2084 Oregon St, St. Helens, Oregon. I have read Municipal Code Chapter 6.04 Animal Control Code, and fully understand my obligation as an animal owner and facility operator and agree to comply with the Code and applicable county, state and federal laws. I further understand that this license, if approved, is valid for a period of two years and must be renewed prior to expiration.

Applicant Signature Lisa BeggsDate Signed 11-8-2021

FOR OFFICE USE ONLY		
Date received: <u>11/17/21</u>	Officer assigned: <u>M. Moreno</u>	Date forwarded to City Recorder: <u>1/4/22</u>
Received by: <u>LS</u>	Date/Time of inspection: <u>12/22/21</u>	Council meeting date: <u>1/19/22</u>
Receipt No.: <u>DXHNQ65CY3</u>	Officer recommendation:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Dated forwarded to PD: <u>11/18/21</u>	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	If approved, date license issued: _____
Forwarded by: <u>LS</u>		Expiration date: _____



St. Helens, OR

Item #15.

Expense Approval Register

Packet: APPKT00480 - AP 1.7.2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
PORTLAND GENERAL ELECTRIC	1.10.222	01/03/2022	0153585940	100-709-52003	181.28
ERSKINE LAW PRECTICE LLC	1.3.2022	01/03/2022	12/1-12/30/21	100-704-52019	4,007.12
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	150 S 13TH ST- POLICE	100-705-52003	159.21
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	150 S 13 ST POLICE STATION 7...	100-705-52003	400.06
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	375 S 18TH ST COLUMBIA CEN...	100-706-52003	645.12
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	162 MCMICHAEL ST - CAMPBE...	100-708-52003	111.71
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	475 S 18TH ST - MCCORMICK ...	100-708-52003	72.76
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	475 S 18TH ST	100-708-52003	139.46
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	200 N RIVER ST - GREY CLIFFS ...	100-708-52003	37.65
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	299 N 6TH ST - PARKS	100-708-52003	28.28
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	475 S 18TH ST	100-708-52003	110.55
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	264 STRAND ST- COL VIEW PA...	100-708-52003	54.41
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	120 WHITE WAY - WALNUT TR...	100-708-52003	28.28
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	265 STRAND ST. - SPLASH PAD...	100-708-52003	30.31
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	475 S 18TH ST- MCCORMICK E...	100-708-52003	29.85
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	61.77
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	475 S 18 ST METER 10220167	100-708-52003	107.92
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	200 N 7TH ST - PARK	100-708-52003	28.59
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	2625 GABLE RD REC CENTER	100-709-52003	153.36
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	265 STRAND ST- CITY HALL UP	100-715-52003	123.85
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	265 STRAND ST- CITY HALL MA...	100-715-52003	676.29
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	275 STRAND ST- CITY HALL UB ...	100-715-52003	97.77
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	277 STRAND ST -	100-715-52003	29.60
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	277 STRAND ST- CITY HALL UB...	100-715-52003	72.47
OREGON HUMANE SOCIETY	12.17.21	01/03/2022	RESTITUTION COLE SNIDER	100-000-21000	25.00
POSTMASTER	12.20.21	01/03/2022	PRESORT FIRST CLASS PERMIT ...	100-707-52009	265.00
AT&T MOBILITY	12232021	01/03/2022	287302289330 POLICE PHONES	100-705-52010	1,666.09
MIDWEST TAPE	501389370	01/03/2022	DVD / ABD 2000010011	100-706-52034	42.99
LIBRARY IDEAS LLC	86477	01/03/2022	BOOKS	100-706-52033	373.76
DRAKES TOWING AND RECOV...	INV0002271	01/03/2022	CHEVY TAHOE TOW	100-705-52001	332.00
LUCY HEIL ATTORNEY AT LAW	NOV DEC 2021	01/03/2022	LEGAL SERVICES	100-704-52019	3,000.00
LEAGUE OF OREGON CITIES	R15951	01/03/2022	OR CONTRACTING BASICS	100-701-52019	236.00
RUSSELL HUBBARD	1.3.22	01/04/2022	PLANNING COMMISSION STIP...	100-710-52087	90.00
SHEILA SEMLING	1.3.22	01/04/2022	PLANNING COMMISSION STIP...	100-710-52087	90.00
AUDREY WEBSTER	1.3.22	01/04/2022	PLANNING COMMISSION STIP...	100-710-52087	90.00
JENNIFER PUGSLEY	1.3.22	01/04/2022	PLANNING COMMISSION STIP...	100-710-52087	90.00
KATHRYN LAWRENCE	1.3.22	01/04/2022	PLANNING COMMISSION STIP...	100-710-52087	90.00
DAN CARY	1.3.22	01/04/2022	PLANNING COMMISSION STIP...	100-710-52087	60.00
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	100-706-52023	5.25
A + ENGRAVING LLC	1265	01/04/2022	PLAQUE / NAME PLATE	100-703-52001	25.00
A + ENGRAVING LLC	1265	01/04/2022	PLAQUE / NAME PLATE	100-703-52001	45.00
A + ENGRAVING LLC	1265	01/04/2022	PLAQUE / NAME PLATE	100-710-52001	12.00
LAWRENCE COMPANY	14797	01/04/2022	UNEMPLOYMENT SERVICES	100-707-52019	100.00
CHAVES CONSULTING INC	210361	01/04/2022	USER FEE OR 0486 ERMS	100-702-52019	185.10
NET ASSETS	95-202112	01/04/2022	ESCROW TITLE SERVICES	100-707-52019	494.00
ACCESS CPR	JAN 2022	01/04/2022	CPR AED TRAINING	100-701-52018	64.00
ACCESS CPR	JAN 2022	01/04/2022	CPR AED TRAINING	100-702-52018	96.00
ACCESS CPR	JAN 2022	01/04/2022	CPR AED TRAINING court	100-704-52018	32.00
ACCESS CPR	JAN 2022	01/04/2022	CPR AED TRAINING POLICE	100-705-52018	64.00
ACCESS CPR	JAN 2022	01/04/2022	CPR AED TRAINING LIB	100-706-52018	192.00
ACCESS CPR	JAN 2022	01/04/2022	CPR AED TRAINING FINANCE	100-707-52018	64.00
ACCESS CPR	JAN 2022	01/04/2022	CPR AED TRAINING REC	100-709-52018	320.00
ACCESS CPR	JAN 2022	01/04/2022	CPR AED TRAINING	100-710-52018	64.00

Expense Approval Register

Packet: APPKT00

Item #15.

22

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACCESS CPR	JAN 2022	01/04/2022	CPR AED TRAINING	100-711-52018	64.00
COLUMBIA COUNTY SHEIFFS ...	NOV 21 SHPD	01/04/2022	FIRING RANGE USAGE	100-705-52019	200.00
RUBENS LAWN SERVICE	0004457	01/05/2022	MONTHLY LAWN SERVICE	100-705-52023	40.00
RICOH USA INC	105706767	01/05/2022	POLICE EQUIPMENT LEASE 14...	100-705-52001	228.22
DRAKES TOWING AND RECOV...	12.23.2021	01/05/2022	PD TOWING SERVICES	100-705-52019	308.00
ULINE	142398372	01/05/2022	STEEL FOLDING CHAIR	100-709-52001	3,968.92
ULINE	142721748	01/05/2022	LABEL DISPENSER	100-705-52001	473.92
ULINE	142817359	01/05/2022	LABELS	100-705-52001	88.10
ULINE	142935899	01/05/2022	CUSTOM LABEL	100-705-52001	132.10
AMY LINDGREN LAW LLC	515	01/07/2022	JUDICIAL SERVICES	100-704-52019	5,000.00
VERIZON	9895544419	01/07/2022	CRYSTAL KING	100-701-52010	46.15
VERIZON	9895544419	01/07/2022	CRYSTAL KING	100-701-52010	40.01
VERIZON	9895544419	01/07/2022	MAYOR SCHOLL IPAD	100-703-52001	40.01
VERIZON	9895544419	01/07/2022	PD JETPACK2	100-705-52010	40.01
VERIZON	9895544419	01/07/2022	PD JETPACK1	100-705-52010	40.01
VERIZON	9895544419	01/07/2022	TORY SHELBY	100-708-52010	36.15
VERIZON	9895544419	01/07/2022	CAMERON PAGE	100-708-52010	36.15
VERIZON	9895544419	01/07/2022	REC PHONE	100-709-52010	37.00
VERIZON	9895544419	01/07/2022	RECREATION CENTER	100-709-52010	40.01
VERIZON	9895544419	01/07/2022	RECREATION CENTER	100-709-52010	49.96
VERIZON	9895544419	01/07/2022	BUILDING DEPT IPAD	100-711-52010	40.01
VERIZON	9895544419	01/07/2022	MIKE DEROIA	100-711-52010	73.36
VERIZON	9895544419	01/07/2022	CONSTRUCTION INSPECTOR	100-711-52010	40.01
VERIZON	9895544419	01/07/2022	DARIN COX - BUILDING DEPT I...	100-711-52010	59.96
VERIZON	9895544419	01/07/2022	JOHN HICKS	100-711-52010	49.96
DAWN RICHARDSON - AP	12.21.21	12/29/2021	MILEAGE REIMBURSEMENT F...	100-707-52001	29.90
Fund 100 - GENERAL FUND Total:					26,802.78

Fund: 201 - VISITOR TOURISM

COLUMBIA RIVER PUD	12.21.21	01/03/2022	94111	201-000-52003	201.48
CITY OF ST. HELENS	INV0002270	01/03/2022	01-00178-001 MASONIC BUILD..	201-000-52003	43.83
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	201-000-52028	4.38
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	201-000-52028	4.38
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	201-000-52028	23.57
Fund 201 - VISITOR TOURISM Total:					277.64

Fund: 202 - COMMUNITY DEVELOPMENT

COLUMBIA PACIFIC EDD	1046	01/04/2022	MEMBERSHIP DUES OCT 1 TO ...	202-721-52019	250.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					250.00

Fund: 205 - STREETS

COLUMBIA RIVER PUD	12.14.2021	01/03/2022	191 N MILTON WAY- LANDSC...	205-000-52003	28.59
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	715 S COLUMBIA RIVER HWY -...	205-000-52003	73.16
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	1370 COLUMBIA BLVD.- FOUN...	205-000-52003	40.61
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	265 STRAND ST	205-000-52003	3,747.56
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	58651 COL HWY GATEWAY ART	205-000-52003	29.39
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	46.93
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	2198 COLUMBIA BLVD - SIGNAL	205-000-52003	41.24
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	191 N MILTON WAY - SIGNAL	205-000-52003	37.57
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	1800 COLUMBIA BLVD - SIGNAL	205-000-52003	108.53
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	205-000-52001	28.99
Fund 205 - STREETS Total:					4,182.57

Fund: 601 - WATER

COLUMBIA RIVER PUD	12.14.2021	01/03/2022	57500 OLD PORTLAND RD - W...	601-731-52003	85.82
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	1680 1 ST -	601-731-52003	1,897.51
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	2300 STRAND ST - WELL 2	601-731-52003	222.23
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	62420 COLUMBIA RIVER HWY -..	601-731-52003	265.22
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	END OF KESTREL VIEW DRIVE	601-731-52003	127.45
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	35261 PITTSBURG RD- PW WA...	601-731-52003	30.55
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	1215 FOURTH ST - WFF	601-732-52003	4,321.41
EAGLE STAR ROCK PRODUCTS ...	40623	01/03/2022	ROCK SHOP	601-731-52001	132.20
EAGLE STAR ROCK PRODUCTS ...	40646	01/03/2022	ROCK 17TH ST WATER	601-731-52001	138.91

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CORE & MAIN	P991689	01/03/2022	MATERIALS	601-731-52001	960.84
CORE & MAIN	Q088226	01/03/2022	CONC BOX ONLY	601-731-52001	1,141.28
CORE & MAIN	Q089561	01/03/2022	CHLORINE GRAN	601-731-52001	29.21
CITY OF COLUMBIA CITY	12.26.21	01/04/2022	001754-001	601-732-52003	84.93
LAWRENCE OIL COMPANY	CFSI-5934	01/05/2022	247752 WATER	601-732-52022	114.97
VERIZON	9895544419	01/07/2022	JOHN SAVAGE	601-732-52010	46.77
Fund 601 - WATER Total:					9,599.30

Fund: 603 - SEWER

COLUMBIA RIVER PUD	12.14.2021	01/03/2022	240 CLARK ST PUMP STATION	603-735-52003	28.67
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	451 PLYMOTH ST - WWTP LA...	603-736-52003	1,234.88
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	451 PLYMOTH ST - WWTP LA...	603-737-52003	1,234.88
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	35120 MAPLE ST. - PS 11	603-738-52003	102.98
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	169 S 4TH ST WATER FLOW M...	603-738-52003	67.27
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	134 N 1ST- PS 2 8873519	603-738-52003	190.35
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	318 S 1ST ST- PS #1 8805564	603-738-52003	139.53
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	58360 OLD PORTLAND RD - PS...	603-738-52003	245.83
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	110 S 4TH ST - PS 3	603-738-52003	42.72
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	58791 58725 COL RIV HWY P...	603-738-52003	40.52
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	240 MADRONA CT	603-738-52003	176.39
ALLSTREAM	17955050	01/03/2022	ALLSTREAM PHONE ACCT 754...	603-736-52010	25.44
ALLSTREAM	17955050	01/03/2022	ALLSTREAM PHONE ACCT 754...	603-737-52010	25.44
CITY OF PORTLAND	10389188	01/04/2022	LAB SERVICES	603-736-52064	1,825.00
CITY OF PORTLAND	10389188	01/04/2022	LAB SERVICES	603-737-52064	1,825.00
VERIZON	9895544419	01/07/2022	STEWART HARTLEY	603-736-52010	12.04
VERIZON	9895544419	01/07/2022	AARON KUNDERS	603-736-52010	12.05
VERIZON	9895544419	01/07/2022	SAM ORTIZ	603-736-52010	16.64
VERIZON	9895544419	01/07/2022	SAM ORTIZ	603-737-52010	16.67
VERIZON	9895544419	01/07/2022	STEWART HARTLEY	603-737-52010	12.05
VERIZON	9895544419	01/07/2022	AARON KUNDERS	603-737-52010	12.04
VERIZON	9895544419	01/07/2022	SAM ORTIZ	603-738-52010	16.65
VERIZON	9895544419	01/07/2022	AARON KUNDERS	603-738-52010	12.06
VERIZON	9895544419	01/07/2022	STEWART HARTLEY	603-738-52010	12.06
Fund 603 - SEWER Total:					7,327.16

Fund: 605 - STORM

EAGLE STAR ROCK PRODUCTS ...	40608	01/03/2022	ROCK UMATILLA	605-000-52001	132.20
Fund 605 - STORM Total:					132.20

Fund: 702 - INFORMATION SYSTEMS

CENTURY LINK	12.17.21	01/03/2022	025B	702-000-52010	39.77
CENTURY LINK	12.17.21	01/03/2022	369B	702-000-52010	39.77
STRATEGIC NETWORKS GROUP..	126	01/03/2022	BROADBAND ECO CASE ASSES...	702-000-52019	9,500.00
STRATEGIC NETWORKS GROUP..	127	01/03/2022	ECO CASE ASSESSMENT	702-000-52019	10,000.00
ALLSTREAM	17955050	01/03/2022	ALLSTREAM PHONE ACCT 754...	702-000-52010	50.87
CENTURY LINK BUSINESS SERV...	254701638	01/03/2022	ACCT 88035002	702-000-52010	195.17
QWEST DBA CENTURYLINK AC...	3263X201-S-21348	01/03/2022	5163X20453	702-000-52010	240.99
U.S BANK EQUIPMENT FINANCE	460381866	01/03/2022	CONTRACT PAYMENT EQUIPM...	702-000-52006	150.00
U.S BANK EQUIPMENT FINANCE	460787559	01/03/2022	CONTRACT PAYMENT EQUIPM...	702-000-52006	99.00
SOLUTIONS YES	INV299510	01/03/2022	LEASE BUYOUTS	702-000-52019	5,627.11
SOLUTIONS YES	INV300189	01/03/2022	CONTRACT C11782-01 CITY HA...	702-000-52006	30.86
SOLUTIONS YES	INV300190	01/03/2022	CONTRACT PAYMENT C13259-...	702-000-52006	22.47
SOLUTIONS YES	INV301042	01/03/2022	C1344-01	702-000-52006	186.65
COMCAST	12212021	01/04/2022	COMCAST CABLE 8778108990...	702-000-52003	1,538.69
CENTURY LINK	12252021	01/05/2022	966B	702-000-52010	338.14
U.S BANK EQUIPMENT FINANCE	461205916	01/05/2022	CONTRACT PAYMENT EQUIPM...	702-000-52006	355.03
VERIZON	9895544419	01/07/2022	MATT FUNK	702-000-52010	63.06
Fund 702 - INFORMATION SYSTEMS Total:					28,477.58

Fund: 703 - PW OPERATIONS

COLUMBIA RIVER PUD	12.14.2021	01/03/2022	984 OREGON ST - PW SHOP	703-734-52003	30.86
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	984 OREGON ST	703-734-52003	335.97
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	650 OREGON ST -LEMONT PU...	703-734-52003	259.30

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	1230 DEER ISLAND RD - PW	703-734-52003	60.87
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	264 STRAND ST- PARKS/ GAZE...	703-734-52046	38.58
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	265 STRAND ST. - DOCKS	703-734-52046	372.05
COLUMBIA RIVER PUD	12.14.2021	01/03/2022	264 STRAND ST- COL VIEW PA...	703-734-52046	54.44
OREGON DEQ BUSINESS OFFIC...	12.2021	01/03/2022	WATER SYSTEM OP SERT SCOT...	703-734-52018	160.00
PAPE MACHINERY	13210515	01/03/2022	GRADER BLADE	703-734-52099	685.86
UNITED FIRE INC	23367747	01/03/2022	FIRE ALARM TESTING	703-734-52023	444.40
LAWSON PRODUCTS	9309120011	01/03/2022	MATERIALS	703-734-52099	208.89
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	703-734-52001	37.85
ACCESS CPR	JAN 2022	01/04/2022	CPR AED TRAINING PUBLIC W...	703-734-52018	448.00
LAWRENCE OIL COMPANY	CFSI-5934	01/05/2022	247751 ENGINEERING	703-733-52022	69.00
LAWRENCE OIL COMPANY	CFSI-5934	01/05/2022	247750 PUBLIC WORKS	703-734-52022	128.49
LAWRENCE OIL COMPANY	CFSI-5934	01/05/2022	247748 PUBLIC WORKS	703-734-52022	1,210.23
VERIZON	9895544419	01/07/2022	TIM UNDERWOOD	703-733-52010	49.96
VERIZON	9895544419	01/07/2022	SHARON DARROUX	703-733-52010	58.59
VERIZON	9895544419	01/07/2022	DAVE ELDER	703-734-52010	49.96
VERIZON	9895544419	01/07/2022	ROGER STAUFFER	703-734-52010	49.96
VERIZON	9895544419	01/07/2022	PW SPARE	703-734-52010	40.01
VERIZON	9895544419	01/07/2022	ETHAN STERLING	703-734-52010	49.96
VERIZON	9895544419	01/07/2022	SCOTT HARRINGTON	703-734-52010	18.18
VERIZON	9895544419	01/07/2022	PW SPARE2	703-734-52010	40.01
VERIZON	9895544419	01/07/2022	BRETT LONG	703-734-52010	49.96
VERIZON	9895544419	01/07/2022	PW SPARE 4	703-734-52010	40.01
VERIZON	9895544419	01/07/2022	BUCK TUPPER	703-734-52010	49.96
VERIZON	9895544419	01/07/2022	ENG. STAFF	703-734-52010	49.96
VERIZON	9895544419	01/07/2022	CURT LEMONT	703-734-52010	18.18
VERIZON	9895544419	01/07/2022	SCOTT WILLIAMS	703-734-52010	49.96
VERIZON	9895544419	01/07/2022	PW SPARE 3	703-734-52010	40.01
VERIZON	9895544419	01/07/2022	MOUHAMAD ZAHER	703-734-52010	49.96
OWEN EQUIPMENT COMPANY	00204007	12/29/2021	SEGMENT SET	703-734-52099	3,092.00
Fund 703 - PW OPERATIONS Total:					8,341.42

Fund: 704 - FACILITY MAJOR MAINTNANCE

SPORT COURT OF OREGON	12.16.21	01/03/2022	FIX BASKETBALL SYSTEM / TE...	704-000-53027	13,380.00
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	704-000-53017	5.06
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	704-000-53017	21.78
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	704-000-53017	693.20
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	704-000-53017	154.11
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	704-000-53017	117.55
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	704-000-53017	31.92
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	704-000-53017	-126.00
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	704-000-53017	568.16
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	704-000-53017	80.02
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	704-000-53018	23.75
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	704-000-53018	11.36
DAHLGREN'S DO IT BEST BUIL...	12.23.2021	01/04/2022	BUILDING SUPPLIES ACCT 100...	704-000-53018	32.19
PEAK ELECTRIC GROUP LLC	23482	01/04/2022	LAMP FIXTURE LED / CITY HALL...	704-000-53018	2,107.03
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					17,100.13

Fund: 706 - PUBLIC SAFETY

MACKENZIE	1075563	01/03/2022	ST. HELENS PUBLIC SAFETY BUI...	706-000-52019	54,882.89
MACKENZIE	1075564	01/03/2022	PUBLIC SAFETY BUILDING	706-000-52019	20,646.25
HALEY & ALDRICH INC	0009013095	01/05/2022	PUBLIC SAFETY BUILDING	706-000-52019	4,050.00
WETLAND SOLUTIONS NORT...	21102-3	01/05/2022	WETLAND DELINEAATION PE...	706-000-52019	550.00
Fund 706 - PUBLIC SAFETY Total:					80,129.14

Grand Total: 182,619.92

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	26,802.78
201 - VISITOR TOURISM	277.64
202 - COMMUNITY DEVELOPMENT	250.00
205 - STREETS	4,182.57
601 - WATER	9,599.30
603 - SEWER	7,327.16
605 - STORM	132.20
702 - INFORMATION SYSTEMS	28,477.58
703 - PW OPERATIONS	8,341.42
704 - FACILITY MAJOR MAINTNANCE	17,100.13
706 - PUBLIC SAFETY	80,129.14
Grand Total:	182,619.92

Account Summary

Account Number	Account Name	Expense Amount
100-000-21000	Court Restitution Paymen...	25.00
100-701-52010	Telephone	86.16
100-701-52018	Professional Development	64.00
100-701-52019	Professional Services	236.00
100-702-52018	Professional Development	96.00
100-702-52019	Professional Services	185.10
100-703-52001	Operating Supplies	110.01
100-704-52018	Professional Development	32.00
100-704-52019	Professional Services	12,007.12
100-705-52001	Operating Supplies	1,254.34
100-705-52003	Utilities	559.27
100-705-52010	Telephone	1,746.11
100-705-52018	Professional Development	64.00
100-705-52019	Professional Services	508.00
100-705-52023	Facility Maintenance	40.00
100-706-52003	Utilities	645.12
100-706-52018	Professional Development	192.00
100-706-52023	Facility Maintenance	5.25
100-706-52033	Printed Materials	373.76
100-706-52034	Visual Materials	42.99
100-707-52001	Operating Supplies	29.90
100-707-52009	Postage	265.00
100-707-52018	Professional Development	64.00
100-707-52019	Professional Services	594.00
100-708-52003	Utilities	841.54
100-708-52010	Telephone	72.30
100-709-52001	Operating Supplies	3,968.92
100-709-52003	Utilities	334.64
100-709-52010	Telephone	126.97
100-709-52018	Professional Development	320.00
100-710-52001	Operating Supplies	12.00
100-710-52018	Professional Development	64.00
100-710-52087	Commission Stipends	510.00
100-711-52010	Telephone	263.30
100-711-52018	Professional Development	64.00
100-715-52003	Utilities	999.98
201-000-52003	Utilities	245.31
201-000-52028	Projects & Programs	32.33
202-721-52019	Professional Services	250.00
205-000-52001	Operating Supplies	28.99
205-000-52003	Utilities	4,153.58
601-731-52001	Operating Supplies	2,402.44
601-731-52003	Utilities	2,628.78
601-732-52003	Utilities	4,406.34

Account Summary

Account Number	Account Name	Expense Amount
601-732-52010	Telephone	46.77
601-732-52022	Fuel	114.97
603-735-52003	Utilities	28.67
603-736-52003	Utilities	1,234.88
603-736-52010	Telephone	66.17
603-736-52064	Lab Testing	1,825.00
603-737-52003	Utilities	1,234.88
603-737-52010	Telephone	66.20
603-737-52064	Lab Testing	1,825.00
603-738-52003	Utilities	1,005.59
603-738-52010	Telephone	40.77
605-000-52001	Operating Supplies	132.20
702-000-52003	Utilities	1,538.69
702-000-52006	Computer Maintenance	844.01
702-000-52010	Telephone	967.77
702-000-52019	Professional Services	25,127.11
703-733-52010	Telephone	108.55
703-733-52022	Fuel	69.00
703-734-52001	Operating Supplies	37.85
703-734-52003	Utilities	687.00
703-734-52010	Telephone	596.08
703-734-52018	Professional Development	608.00
703-734-52022	Fuel	1,338.72
703-734-52023	Facility Maintenance	444.40
703-734-52046	Dock Services	465.07
703-734-52099	Equipment Operations	3,986.75
704-000-53017	Capital Outlay - Rec Center	1,545.80
704-000-53018	Capital Outlay - City Hall	2,174.33
704-000-53027	Capital Outlay - Campbell ...	13,380.00
706-000-52019	Professional Services	80,129.14
Grand Total:		182,619.92

Project Account Summary

Project Account Key	Expense Amount
None	182,619.92
Grand Total:	182,619.92