



COUNCIL WORK SESSION

Wednesday, October 21, 2020 at 1:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Doug Morten
Councilor Keith Locke
Councilor Ginny Carlson
Councilor Stephen R. Topaz

LOCATION & CONTACT:

<https://zoom.us/j/96205130306?pwd=ckFsTUxzGdCRGhwZHBld2dUWmJodz09>
Website | www.sthelensoregon.gov
Email | kathy@ci.st-helens.or.us
Phone | 503-397-6272
Fax | 503-397-4016

AGENDA

CALL WORK SESSION TO ORDER

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

DISCUSSION TOPICS

- [1.](#) Presentation by Columbia River Estuary regarding Dalton Lake Restoration - *Jason Smith, CREST Project Manager*
- [2.](#) Planning Department Semi-Annual Report - *Jacob*
- [3.](#) Review Proposed Technology & Telework Policies & Procedures Handbook - *Matt*
- [4.](#) Review Proposed Athletic Field Rental Process - *Matt*
- [5.](#) Review Proposed Memorandum of Understanding with St. Helens Police Association Regarding Police Uniforms - *Matt*
- [6.](#) Review Proposed Building Inspector Job Description - *John*
- [7.](#) Review Proposed RFQ for St. Helens Riverwalk Project - *John*
- [8.](#) Review Proposed RFQ for S. 1st & Strand Streets, Road & Utility Extensions Project - *Sue*
- [9.](#) Review Proposed Library Policies - *Margaret*
10. Strategic Action Plan Updates
- [11.](#) City Administrator Report

OTHER BUSINESS

- [12.](#) **FYI ONLY** - Public Works Department Report for August

ADJOURNMENT

Continued on next page...

EXECUTIVE SESSION

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

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

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

FOR YOUR INFORMATION

Upcoming Dates to Remember:

- *October 21, 1:00 p.m., Council Work Session, Via Zoom*
- *October 21, 5:45 p.m., Council Public Hearing, Via Zoom*
- *October 21, 6:00 p.m., Council Public Hearing, Via Zoom*
- *October 21, 7:00 p.m., Council Regular Session, Via Zoom*

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

- *PH: October 21, 5:45 p.m., Easement Extinguishment at 205 Brayden Street (applicant)*
- *PH: October 21, 6:00 p.m., Proposed Amendment to St. Helens Urban Renewal Plan*

VIRTUAL MEETING DETAILS**Join Zoom Meeting:**

<https://zoom.us/j/96205130306?pwd=ckFsTUxzGdCRGhwZHBLd2dUWmJodz09>

Meeting ID: 962 0513 0306

Passcode: 833181

Dial by your location: 1 346 248 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.



* Bridging Community and Ecology within the Columbia River Estuary

- * Council of Governments serving local governments surrounding the Columbia River Estuary
- * Provide land use planning and special project assistance for member jurisdictions as a regional planning body
- * Assist Bonneville Power Administration and the Army Corps of Engineers with salmon recovery efforts

*Who/What is CREST?



- * CREST was formed in 1974 to develop the Columbia River Estuary Management Plan through a local, collaborative process
- * CREDDP & Local Planning Services
- * Oregon Plan for Salmon and Watersheds
- * Current members include jurisdictions in both Oregon & Washington: Clatsop County, Wahkiakum County, Cities of Astoria, Warrenton, Gearhart, Seaside, Cannon Beach, Ilwaco, Port of Astoria

* History & Background



- * Cost effective and professional technical assistance to local jurisdictions, agencies, and individuals in land use planning, wetland delineation, permitting assistance, grant writing, habitat restoration (design/permitting/implementation), special projects, etc.
- * Restoration Economy - projects both large and small with ecological and economic benefits
- * Opportunity for regional cooperation, the ability to learn about and provide input on work occurring throughout the estuary

* Benefits of CREST

*Why Restoration on the Columbia?

Item #1.

- * Federal Columbia River Power System (FCRPS)
- * Hydropower electricity
- * 13 species of Columbia River Basin salmon and steelhead listed for protection under the Endangered Species Act (ESA).
- * Federal agencies + Endangered Species = DO NO HARM
- * Who are these federal agencies? Army Corps of Engineers, Bonneville Power Administration, and the Bureau of Reclamation.
- * The FCRPS Biological Opinion (BiOp) requires a series of mitigation measures, called Reasonable and Prudent Alternatives (RPA).
- * One Reasonable and Prudent Alternative is Columbia River Estuary Restoration projects.

*Reasonable and Prudent Alternatives

Habitat Measures

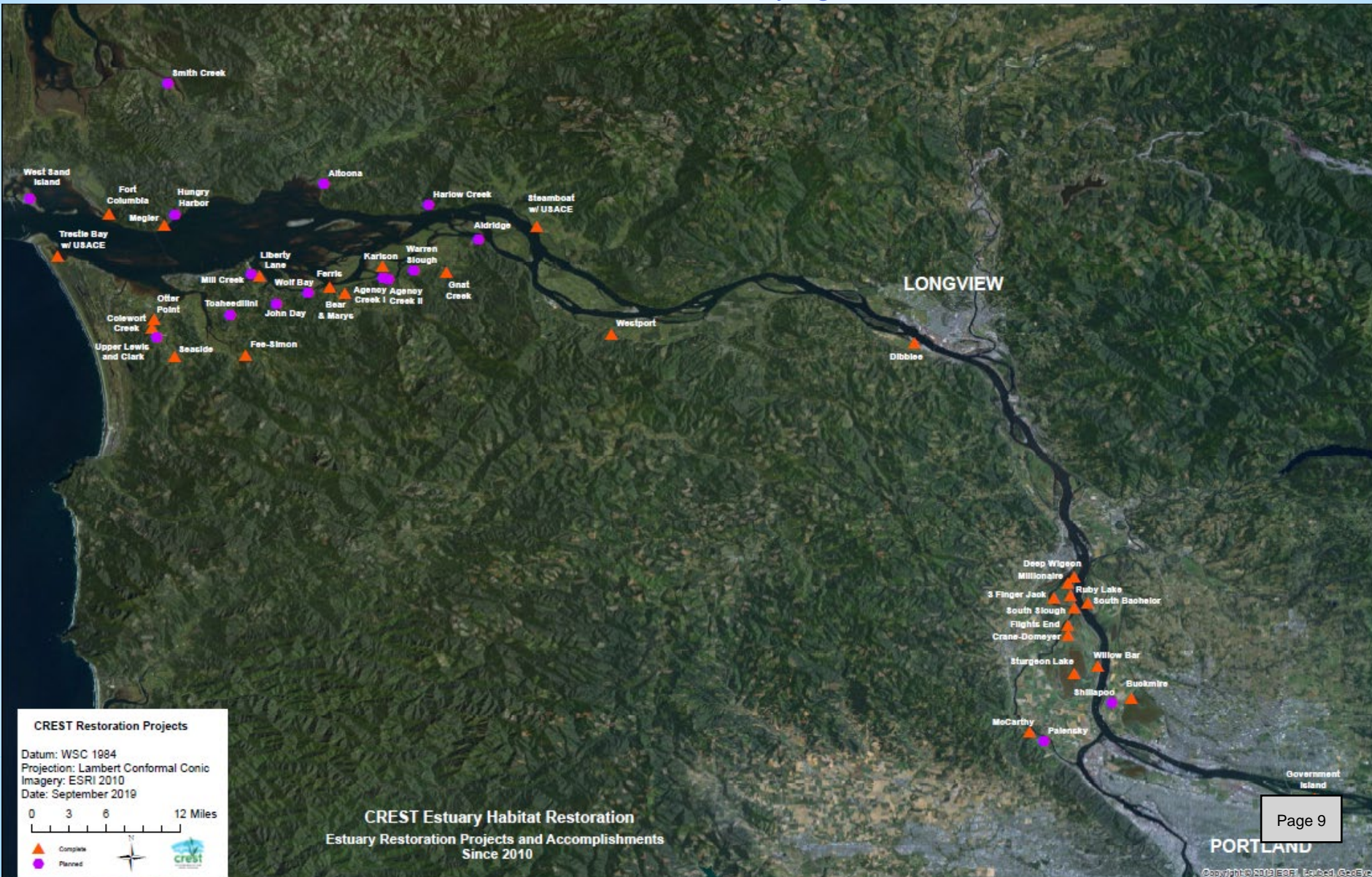
- * The FCRPS Reasonable and Prudent Alternatives includes a program of actions to improve estuary habitat limiting factors.
- * The goal of estuary habitat actions is improving survival for all populations.
- * Measures include protecting and restoring riparian and off-channel habitat, reconnecting flood plains, increasing fish access to productive habitat, and reducing predation.
- * For more information on how the FCRPS agencies are implementing these actions, visit www.salmonrecovery.gov.

CREST Estuary Habitat Restoration

Estuary Restoration Projects and Accomplishments since 2010

Item #1.

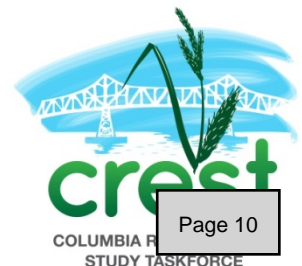
www.columbiaestuary.org



*CREST Habitat Restoration Project Process

Item #1.

- * Identify, prioritize, and develop potential habitat restoration projects.
- * Scope and select restoration projects based on technical evaluation and scientific review.
- * Design and implement 3-5 on the ground estuarine restoration projects each year.
- * Coordinate and conduct Action Effectiveness Monitoring and research of restoration projects.



* Dalton Lake Nature Preserve

Item #1.

* Goals

- Improve/Restore/Maintain Ecosystem Processes
- Promote Multi-Species Benefits
- Maintain Public Access

* Competitive bidding process

- Put out an RFP to hire an engineering and design consultant to investigate the Feasibility of restoration at the Dalton Lake site.

* Received proposals from six highly qualified consulting firms.

- Inter-Fluve Inc., Lower Columbia Engineering, Otak, Wolf Water Resources, R2 Resource Consultants Inc., Stillwater Sciences

* Process/Timeline

- Proponent Selection, NOA/Contracting
- Data Collection, Background Research
- Modeling
- Alternatives Analysis
- Bring Selected Alternative to the 30% Design Level

*Questions?

Strategic Plan 2020 Update Planning Department

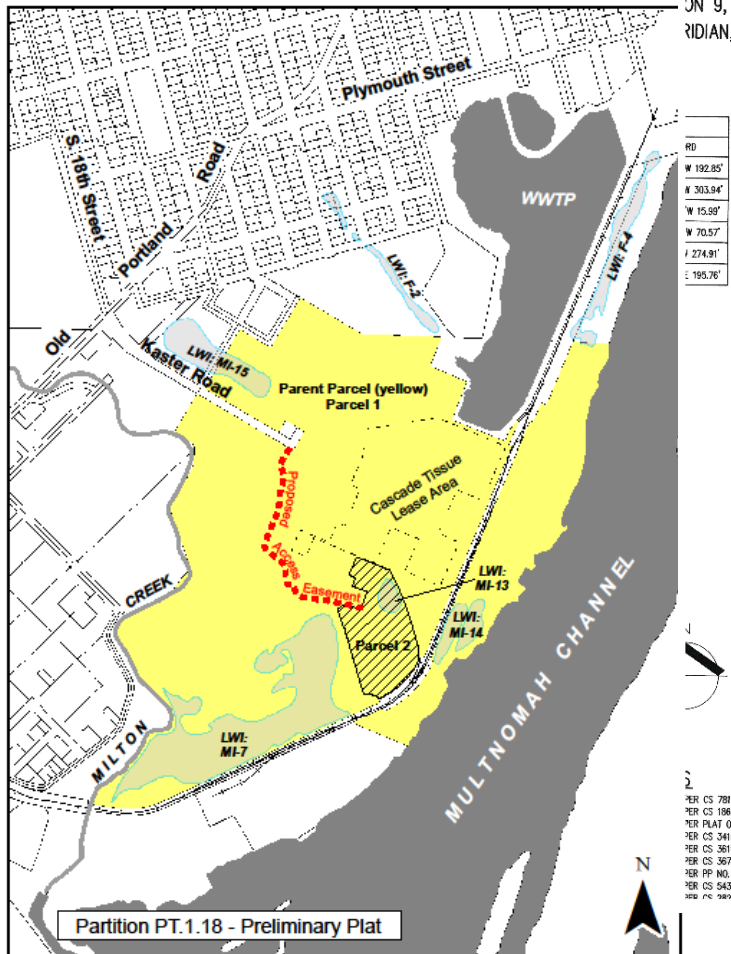
October 21, 2020 Council Update

Jacob Graichen, AICP

City Planner



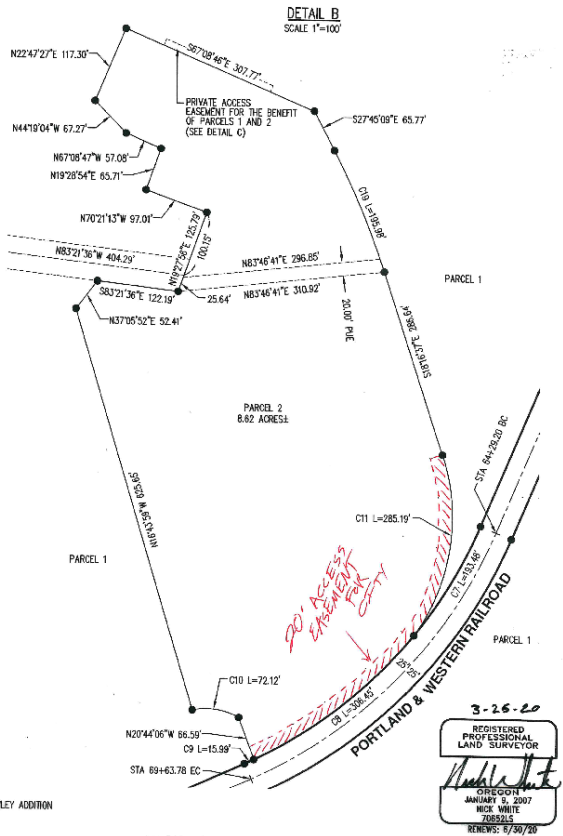
St. Helens Industrial Business Park Partition for Industrial Agriculture Operation (ACSP)



ON 9,
RIDIAN,

RD
W 192.85'
W 303.94'
W 15.99'
W 70.57'
W 274.91'
W 195.76'

2
PER CS 781
PER CS 1869
PER PLAT OF HAWLEY ADDITION
PER CS 3410
PER CS 3617
PER CS 3672
PER PP NO. 2008-17
PER CS 5431
REV. 6/30/20



JOB NAME: ST. HELENS INDUS PK
JOB NUMBER: 6486
AKS ENGINEERING & FORESTRY, LLC
12065 SW HERMAN RD STE 100
TUALATIN, OR 97062

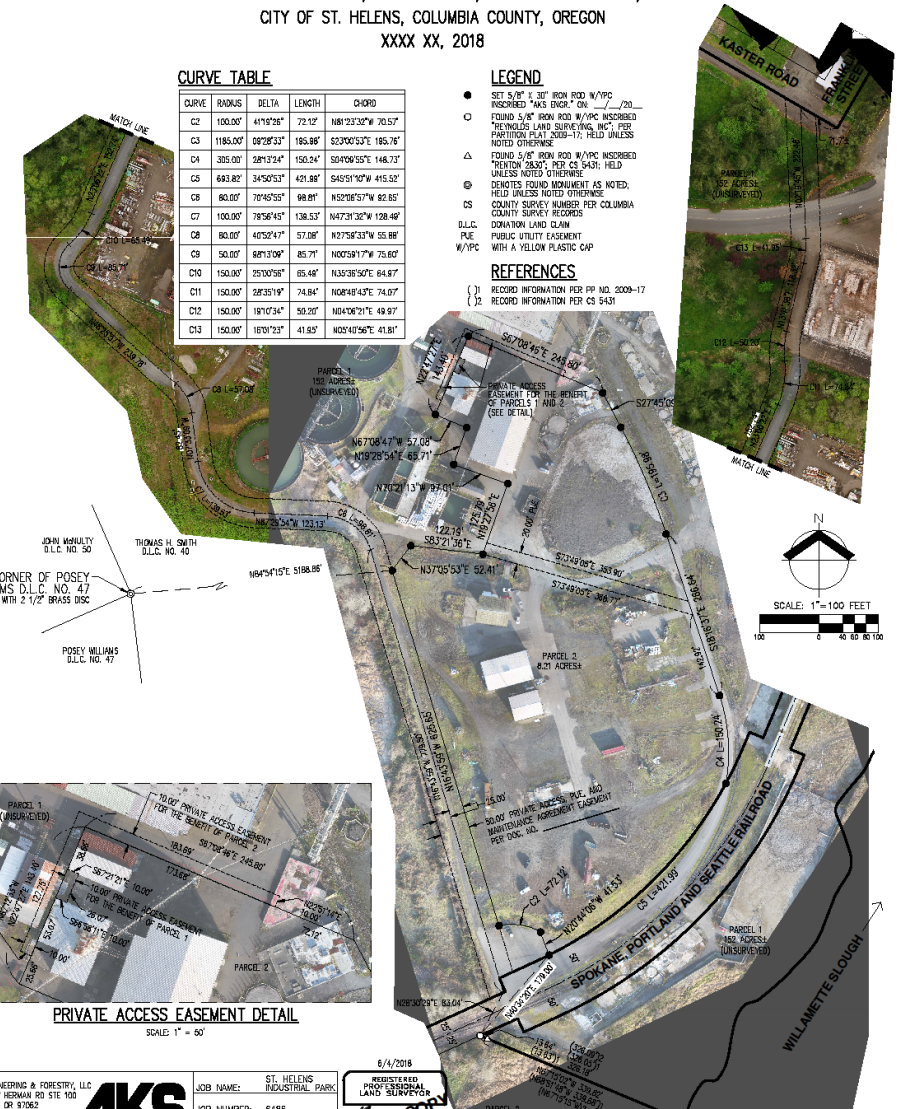
SHEET 4 OF 5

PREPARED FOR
CITY OF ST. HELENS
285 STRAND ST.
ST. HELENS, OREGON 97101

PARTITION PLAT NO.

RECORDED AS INSTRUMENT NO.

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 4, THE EAST HALF OF SECTION 9, AND THE WEST HALF OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF ST. HELENS, COLUMBIA COUNTY, OREGON
XXXX XX, 2018



PRIVATE ACCESS EASEMENT DETAIL

SCALE: 1" = 50'

AKS ENGINEERING & FORESTRY, LLC
12065 SW HERMAN RD STE 100
TUALATIN, OR 97062
P: 503.583.6151
F: 503.583.6152
aks-eng.com

JOB NAME: ST. HELENS INDUSTRIAL PARK
JOB NUMBER: 6486
DRAWN BY: TJS/WCB
CHECKED BY: NSW
DRAWING NO.: 6486 PLAT

6/4/2018
REGISTERED PROFESSIONAL LAND SURVEYOR
JANUARY 9, 2007
NICK WHITE
788315
RENEW: 6/30/18

Item #2.

Page 14

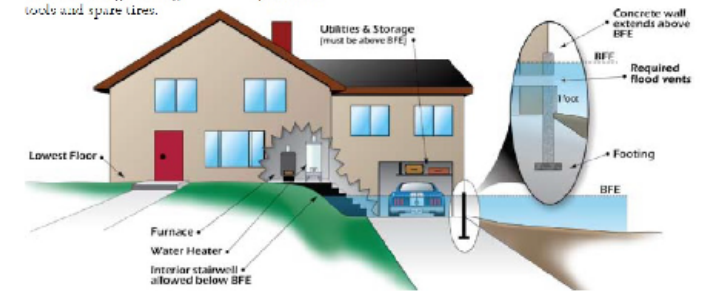
Flood and Accessory Structures Code Amendments



ALLOWABLE USES BELOW THE BFE

Garages, as well as small storage sheds, may be constructed within the flood fringe with their lowest floor at grade, provided that the "enclosure below BFE" rules are met. The use of such structures is limited, however, to parking of vehicles and storage of low damage potential items such as gardening tools and spare tires.

All mechanical and electrical systems and appliances must be elevated above BFE. Hydrostatic (flood vent) openings must be installed, and flood resistant materials must be used in areas below the BFE. For exact specifications see Technical Bulletin 7-93 "Wet Floodproofing Requirements."

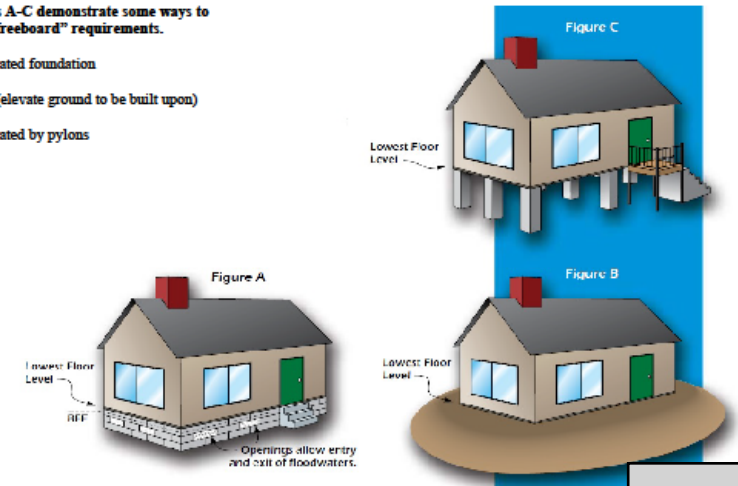


Figures A-C demonstrate some ways to meet "freeboard" requirements.

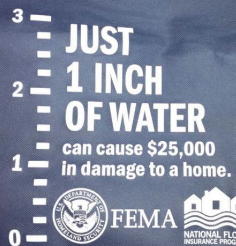
A: Elevated foundation

B: Fill (elevate ground to be built upon)

C: Elevated by pylons



2 of 2



State Mandated Code Amendments – Duplexes

Item #2.

HB 2001 Oregon's Housing Initiatives

Medium Cities



Strategic Plan 2020 Update Planning Department

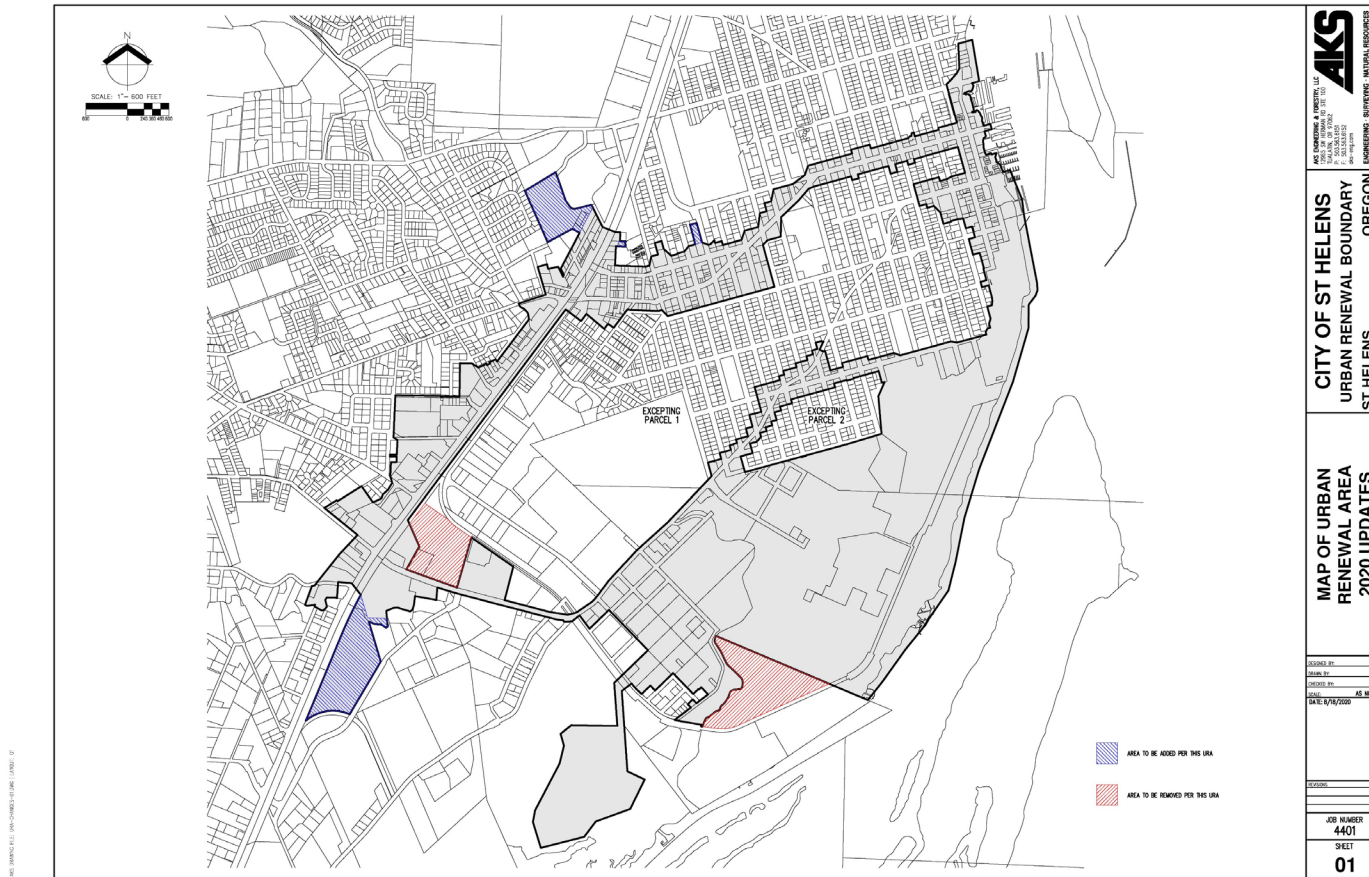
October 21, 2020 Council Update

Jennifer Dimsho, AICP

Associate Planner



Urban Renewal Revenue Projections Update & Major Amendment



Riverwalk Phase I Design/Construction



Request for Qualifications

St. Helens Riverwalk Design, Construction, and Permit Documents

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

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



St. Helens Industrial Business Park Master Plan



Bennett Building Front Façade Design



Community Development Block Grant Columbia Pacific Food Bank Relocation



Planning Department Projects

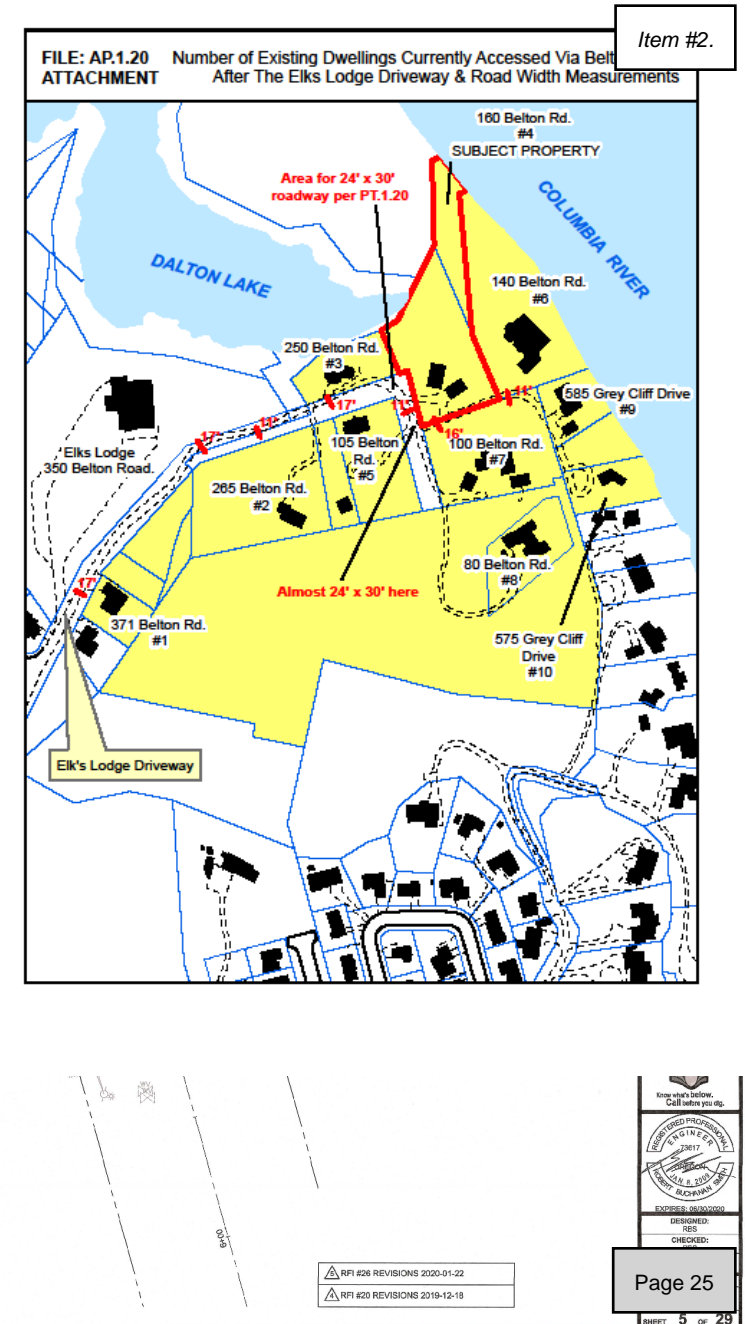
Not Included in Strategic Plan

Jacob Graichen, AICP

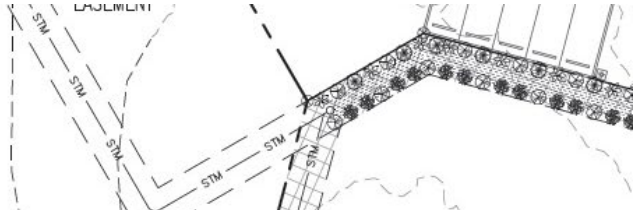
City Planner



Development



Development



Item #2.

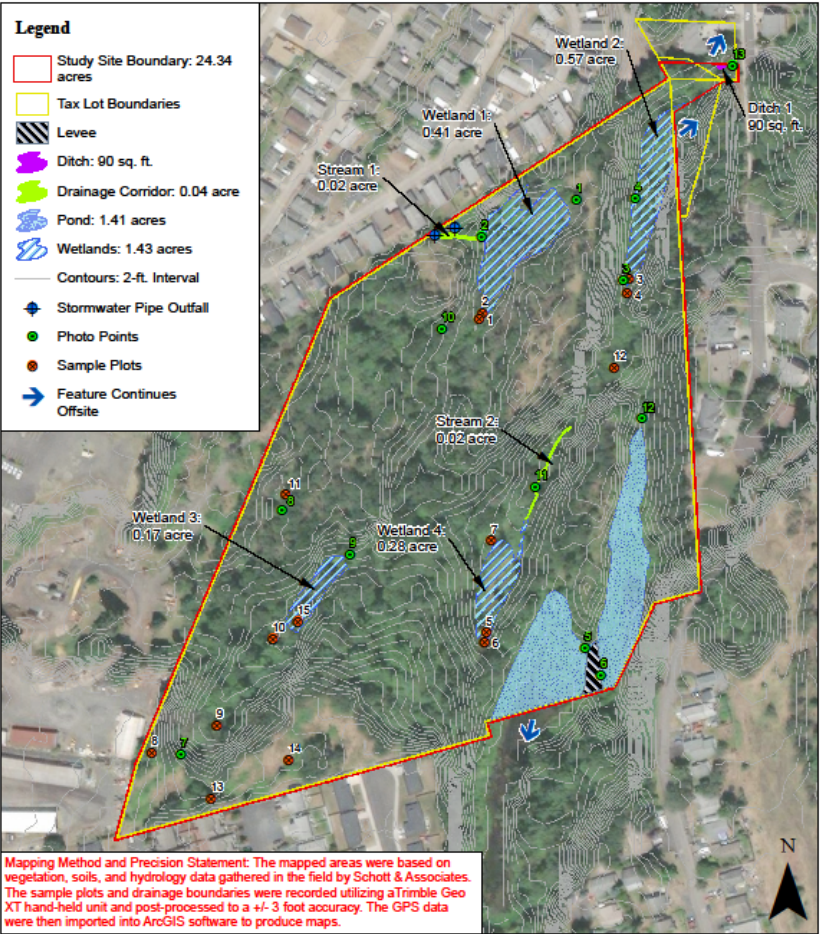


Figure 6a. Wetland Delineation Map - Overview

Development

Item #2.



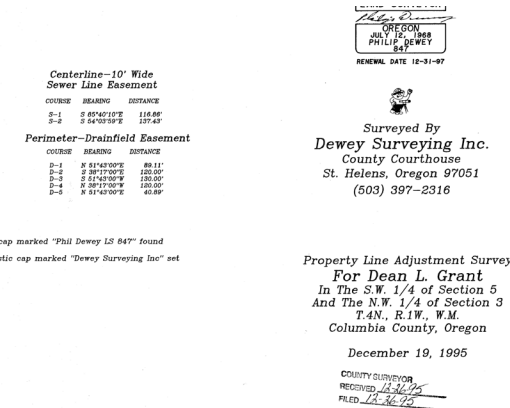
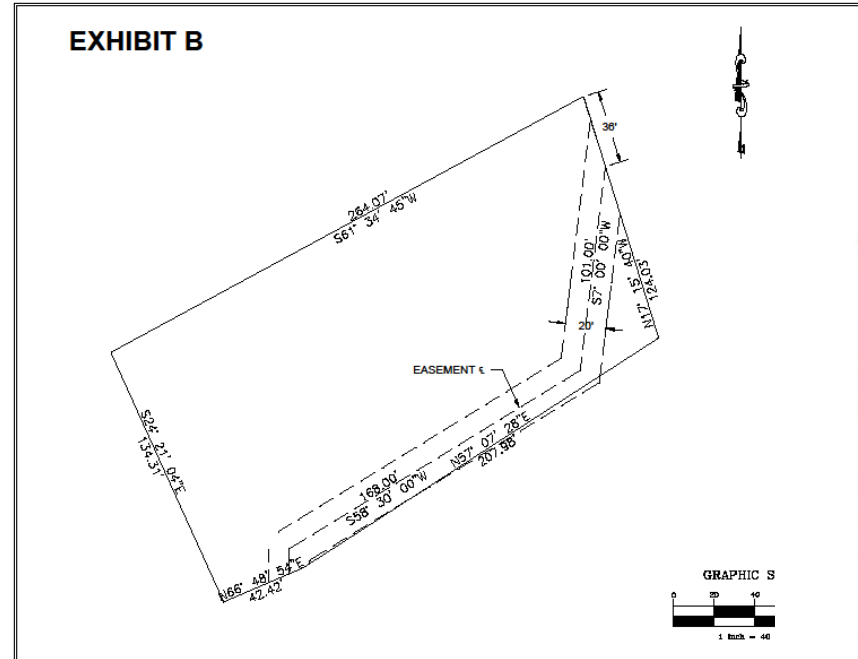
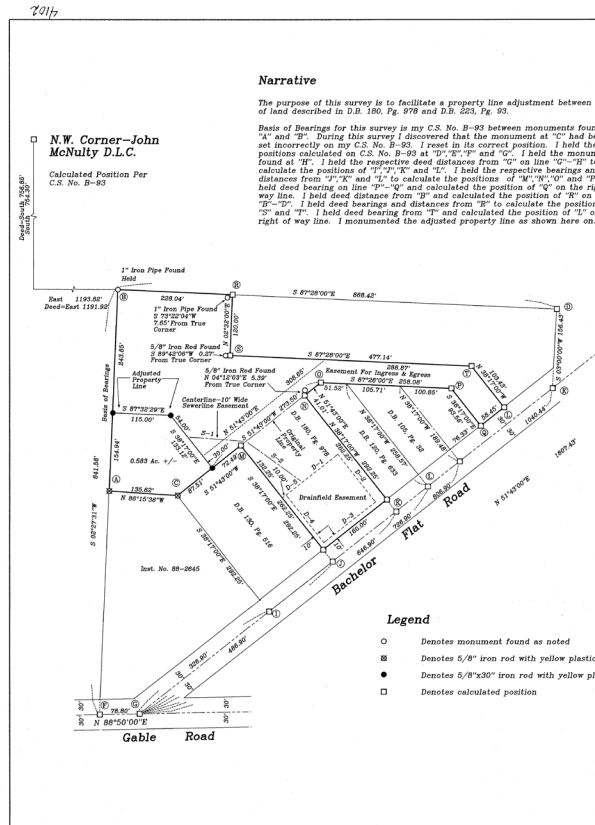
Development



07.23.20

Development

3 annexations on deck!



2/26/2020

Site Chosen: City officials decide police station site | News | thechronicleonline.com

https://www.thechronicleonline.com/news_paid/site-chosen-city-officials-decide-police-station-site/article_d831b656-550c-11ea-b248-7717524ac91.html

Site Chosen: City officials decide police station site

Christine Menges chronicle2@countrymedia.net
Feb 24, 2020



City officials say the current St. Helens Police station, at 150 S. 13th Street, is too small and outdated.
Jeremy C. Ruark / The Chronicle

City councilors have chosen the intersection at Kaster Road and Old Portland Road for the site for the new police station.

The decision comes on the heels of the completion of a feasibility study by Mackenzie, Inc. the consultant the city contracted with in March of last year to determine the site for the relocation and re-build of a new police station.

https://www.thechronicleonline.com/news_paid/site-chosen-city-officials-decide-police-station-site/article_d831b656-550c-11ea-b248-7717524ac91.html 1/5



Planning Dept. Goals

- Staff Training
- S. River St. to N. 2nd Street – micro transportation plan
- Cottage Cluster Code Amendments



Planning Department Projects

Not Included in Strategic Plan

Jennifer Dimsho, AICP

Associate Planner



Parklet Application Creation

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

A **temporary parklet** is use of a city street (street parking or curb extension excluding passageways areas) for a dedicated limited time use such as a public use, social interaction, and passive or active recreation. Typical use is for outdoor seating for a restaurant, but use is not limited to that. The City of St. Helens requires a Temporary Parklet Permit to use street parking or curb extension excluding passageways.

A **Temporary Parklet Permit** does not allow use of public passageways such as sidewalks. **Public Passageway Permits** may allow use of the sidewalk area, such as sidewalk seating, and are addressed separately from Temporary Parklet Permits. If you have questions about the Public Passageway Permit, please contact the city. Typically, Public Passageway Permits are simpler than Temporary Parklet Permits.



The Temporary Parklet Permit allows potential use of the public right-of-way. For most eligible businesses, this is the abutting street parking area.

The purpose of this illustration is to show the general area parklets may be allowed, not specific locations for parklets, which can only be determined through the Temporary Parklet Application process in compliance with city standards.

The main point is parklets are not allowed on sidewalks or in travel lanes.

To obtain a Temporary Parklet Permit please read the information in this document and contact the city. There is an application form, fee, and a variety of information the city needs to approve Temporary Parklet Permits.

Phone 503.397.6272 **ST. HELENS PLANNING DEPARTMENT** Fax 503.397.4016
www.sthelensoregon.gov
Temporary Parklet Information | Updated August 2020



The parklet to the left is for a public use.



The parklets to the right and below are outdoor seating examples for businesses.



Illustration of typical parklet.

Phone 503.397.6272 **ST. HELENS PLANNING DEPARTMENT** Fax 503.397.4016
www.sthelensoregon.gov
Temporary Parklet Information | 2

TEMPORARY PARKLET APPLICATION

Updated 08/14/2020



Parklet Address:	Business Name/Address:
------------------	------------------------

Applicant	Property Owner (if different)	Business Owner (if different)
Name:	Name:	Name:
Mailing Address:	Mailing Address:	Mailing Address:
Email:	Email:	Email:
Phone:	Phone:	Phone:

PARKLET DESIGN & SITE PLAN

Check one.

- ☐ I will design the parklet myself.
☐ I will hire a parklet designer. If yes, fill out table.

Name of Parklet Designer:
Email:
Phone:

Applicant must provide the following documentation in compliance with SHMC.18.12.190:

- ☐ Parklet location & context plan
☐ Parklet site plan (site photos encouraged)
☐ Parklet elevation drawings
☐ Sections (profile drawings)
☐ Renderings and perspectives (optional)

COMMUNITY SUPPORT DOCUMENTATION

Applicant must provide a signed letter of support for the temporary parklet from:

- ☐ 1. Owner of property in front of which the parklet will be located
☐ 2. Adjacent business and/or property owners

Note: Once the application package is submitted, business and/or property owners abutting and adjacent to the proposed parklet will be notified and can submit comments within 14 days to the City.

RIGHT OF WAY ENCROACHMENT FORM

☐ Applicant must complete the Right-of-Way Encroachment Form provided in the application packet.

CERTIFICATE OF LIABILITY INSURANCE

☐ Applicant must provide proof of insurance with at least \$2 million in liability insurance naming the City of St. Helens as an additional insured for the duration of the temporary parklet.

Temporary parklet to be installed within 90 days of permit issuance. Failure to do so voids any approval. The maximum duration for a temporary parklet permit is 6 months, but they can be renewed subject to City approval.

Phone 503.397.6272 **ST. HELENS PLANNING DEPARTMENT** Fax 503.397.4016
www.sthelensoregon.gov

Capital Project Funding Support

(Since March 2020)

- **BUILD Grant** – Transportation Improvements in Riverfront District
(Not Selected)
- **OPRD LWCF Grant** – Riverwalk Phase I (Pending Approval)
- **OPRD LGGP Grant** – Riverwalk Phase I (Pending Review)
- **Scappoose Bay Watershed Council – OWEB Grant** – Habitat restoration along 5th Street Trail & Nob Hill Nature Park (Successful)
- **Business Oregon IFA Special Public Works Fund** – Low Interest Loan Program for Riverfront District Public Improvements (Pending Submittal)

ODOT Community Paths Grant Program – Planning Feasibility for Trail from Scappoose to St. Helens

Item #2.



October 1 - October 31, 2020

Letter of Interest form will be open for completion.

November 1, 2020 - January 31, 2021

ODOT will accept applications for Project Refinement grants

Summer 2021: Projects will be awarded

PROJECT ACTION PLAN

This Project Action Plan is intended as a tool for planning and monitoring how management staff will achieve the goals and objectives set by the City Council in the 2020-2022 Strategic Workplan. Management staff will complete this form for each Council project, it will be updated periodically and shared during scheduled Council department reports. This information is public, posted on the city's website and used to ensure accountability and share with our community.

Lead Department:	Planning
City Council Goal / Tactic:	GOAL AREA 5 LONG TERM PLANNING / Identify Potential Changes or Updates to the Municipal Code
Project Summary:	These amendments address two Chapters of the Development Code. One deals with floodplains and the other accessory structures.
Estimated Completion:	May 2020 – COMPLETED

ACTION PLAN**1. Background of Project:**

- **Re floodplain:** The City of St. Helens is a participating community in the National Flood Insurance Program (NFIP). One aspect of being a part of the NFIP is periodic Community Assistance Visits (CAV), so a community's implementation of the NFIP can be reviewed by a higher authority. In November of 2019, the City had its first Community Assistance Visit (CAV) since 2006. This was conducted by DLCD staff, who identified some follow-up actions. One of those actions was to update the City's floodplain ordinance (Chapter 17.46) to comply with the State of Oregon Model Flood Hazard Management Ordinance, which became effective in August of 2019 after FEMA's approval. The bulk of these amendments pertain to this.
- **Re accessory structures:** For many years the maximum size an accessory structure (in a residential zone) could be installed without requiring permits has been <120 square feet in gross floor area. The Oregon Building Code used this number until sometime in the early to mid-2000's (as the City Planner recollects) when it was changed to 200 square feet. Changing the 120 to 200 to better align with the building codes (i.e., Oregon Residential Specialty Code) is also proposed.

2. Current Status of Project:

- Completed via Ordinance No. 3253

3. Strategic Steps to Accomplish Project:

- Land use code adoption process following local and state procedural rules.

4. Estimated Cost of Project:

- n/a

5. Barriers to Complete:

- n/a

Updated 9.30.2020 by JAG

PROJECT ACTION PLAN

This Project Action Plan is intended as a tool for planning and monitoring how management staff will achieve the goals and objectives set by the City Council in the 2020-2022 Strategic Workplan. Management staff will complete this form for each Council project, it will be updated periodically and shared during scheduled Council department reports. This information is public, posted on the city's website and used to ensure accountability and share with our community.

Lead Department:	Planning
City Council Goal / Tactic:	GOAL 4 ECONOMIC DEVELOPMENT / Review City Policies and Program to Promote Economic Development
Project Summary:	Development code amendments resulting from Oregon HB 2001
Estimated Completion:	June 2021

ACTION PLAN**1. Background of Project:**

- OR HB 2001 requires cities with population greater than 10,000 or within Metro to allow duplexes in lands zoned for single-family dwellings within the urban growth boundary. Being around 14,000 in population, this include St. Helens. We need to amend our code within the limitation of state law. The deadline to do so is the end of June 2021. This will end single-family zoning for St. Helens and other communities in the state.

2. Current Status of Project:

- Staff has combed through state law, its model code, and the City code, to determine areas than need to be changed or that can potentially be changed.
- Presentation has been prepared to facilitate discussion with the City Council and Planning Commission.

3. Strategic Steps to Accomplish Project:

- Vet issues, research, write code, prepare staff report, and go through the State process for amending development codes.

4. Estimated Cost of Project:

- n/a

5. Barriers to Complete:

- Limited window of time to vet code change possibilities.
- At this time, this project is a MUST priority and will be until adoption targeted before the end of June 2021. Thus, it will conflict with other projects, including current planning (e.g., development review) tasks.

Updated September 30, 2020 by JAG

PROJECT ACTION PLAN

This Project Action Plan is intended as a tool for planning and monitoring how management staff will achieve the goals and objectives set by the City Council in the 2020-2022 Strategic Workplan. Management staff will complete this form for each Council project, it will be updated periodically and shared during scheduled Council department reports. This information is public, posted on the city's website and used to ensure accountability and share with our community .

Lead Department:	Planning
City Council Goal / Tactic:	Goal 3- Livable and Safe Community
Project Summary:	5 th Street Trail Grant Project
Estimated Completion:	COMPLETED

ACTION PLAN**1. Background of Project:**

The City of St. Helens was notified at the end of September that they had received a \$19,000 grant from the Nike Community Impact Fund of The Oregon Community Foundation to install approximately 1,000 feet of trail that will connect Nob Hill Nature Park to an existing pedestrian path on Tualatin Street. The project will be known as the 5th Street Trail Project.

The City is being supported in its trail project by the Columbia River Youth Corps. Trail construction, including removal of vegetation, grading work, laying gravel, removing trash, and replanting, will be completed by a Columbia River Youth Corps student group of approximately seven students and a crew leader.

In addition to the trail work that will be completed by the Columbia River Youth Corps, the City plans to install a boardwalk over a small wetland area and trail signage.

This is the first phase of a larger project that has a goal of connecting Nob Hill Nature Park and the St. Helens riverfront to the commercial corridor of Columbia Boulevard. Once all phases of the 5th Street Trail Project are complete, community members and families will be able to walk or run on a safe pedestrian path from their homes to Columbia Boulevard stores, to Nob Hill Nature Park, and to the St. Helens riverfront.

The Friends of Nob Hill Nature Park, a community group that has adopted and helps maintain Nob Hill Nature Park, has expressed enthusiasm and support for the project because it will increase access to the park.

The total project cost is \$35,790. In addition to the \$19,000 grant, a \$16,790 project match will be achieved with in-kind labor from the City and Columbia River Youth Corps. The project will be completed by September 2020.

2. Current Status of Project: COMPLETED**3. Strategic Steps to Accomplish Project: COMPLETED****4. Estimated Cost of Project: \$35,790****5. Barriers to Complete: COMPLETED**



PROJECT ACTION PLAN

This Project Action Plan is intended as a tool for planning and monitoring how management staff will achieve the goals and objectives set by the City Council in the 2020-2022 Strategic Workplan. Management staff will complete this form for each Council project, it will be updated periodically and shared during scheduled Council department reports. This information is public, posted on the city's website and used to ensure accountability and share with our community.

Lead Department:	Planning
City Council Goal / Tactic:	Livable & Safe Community / Community Development Block Grant – Columbia Pacific Food Bank Renovation
Project Summary:	Grant management of the Community Development Block Grant for Columbia Pacific Food Bank's relocation
Estimated Completion:	January 2022
ACTION PLAN	
1. Background of Project: <ul style="list-style-type: none"> The City applied and received a \$1.5 million grant award from the state of Oregon's Community Development Block Grant program at the request and behalf of the Columbia Pacific Food Bank in January 2019. The Food Bank is moving from their inadequate and small location on Milton Way to the former Columbia Feed & Seed building on Columbia Blvd. The City is managing the grant funds and involved in the design and construction of the project. 	
2. Current Status of Project: <ul style="list-style-type: none"> The project is very close to going out for bid for the General Contractor who will manage and construct the project. The construction documents have been almost finalized and approved by the City's Building Official. 	
3. Strategic Steps to Accomplish Project: <ul style="list-style-type: none"> The final, revised building plans must be approved by the City's Building Official. These plans will then accompany the Request for Bids. The Project Team will select a contractor from the bidding process, and construction will begin. 	
4. Estimated Cost of Project: <ul style="list-style-type: none"> \$1.5 million 	
5. Barriers to Complete: <ul style="list-style-type: none"> None at this time. 	

Updated by JD on 9/30/20



Technology & Telework Policies & Procedures Handbook

Adopted by Resolution No. 1901

October 21, 2020

TABLE OF CONTENTS

SECTION – DESCRIPTION	PAGE
01.0 - Purpose	3
02.0 - Definitions	3
03.0 - Operational Standards	3
04.0 - Security Practices	4
05.0 - Remote Access	4
06.0 - Rules for Technology Equipment Use	5
07.0 - Software Installation and Use	6
08.0 - Personal Use	6
09.0 - Monitoring and No Expectation of Privacy	6
10.0 - Technology Acquisition	6
11.0 - Lost, Stolen, or Damaged Equipment	7
12.0 - Violation of Policy	7
13.0 – Email Use	7
14.0 - Email Records Retention	8
15.0 - Social Media Use	9
16.0 - Social Media Records Retention	11
17.0 - Teleworking	12
 Appendix A: Examples of Use	 16
Appendix B: Social Media User Guidelines	17
Appendix C: Teleworking Safety Checklist	18
Appendix D: Policy Acknowledgement	19

1.0 PURPOSE

The City of St. Helens recognizes the need for computers and other technology devices and the vital role they play in assisting City employees, officials, vendors/contractor, and volunteers in delivering exceptional public services. The City provides computers and other technology devices as tools and it is expected that these tools will be used in an appropriate manner at all times. The primary purpose of computers, and other technology devices is to assist in the conduct of business with the City. All information and communication on such systems is the property of the City, and there is no expectation of privacy. This policy outlines the responsibilities of those who work for and on behalf of the City – including elected officials – in contributing to the maintenance and protection of its equipment.

2.0 DEFINITIONS

Virus Malicious computer code that reproduces itself on the same computer.

Worm A malicious program designed to take advantage of vulnerability in an application or an operating system in order to enter a computer. A worm can use a network to send copies of itself to other devices also connected to the network.

Confidential or sensitive information

Information used by City officials or employees in representing the City in pending legal matters or negotiations of any type which would put the City at a disadvantage in the negotiation process should the information be disseminated. Additionally, this includes personnel information, health information, and financial information regarding any employee of the City.

3.0 OPERATIONAL STANDARDS

The use of computers and other technology devices is intended for official City business. Any usage on City devices and software is, by law, public information and may be monitored by the City. All users are reminded that electronic communications and internet access is subject to all applicable federal, state and local laws, regulations, ordinances, or policies. Employees are responsible for observing copyright and licensing agreements that may apply when downloading files, documents, and software.

4.0 SECURITY PRACTICES

End users have a responsibility for security. This includes maintaining the integrity of security profiles by not releasing passwords to other persons, visually displaying passwords, and not leaving their workstation unattended with “logged in” security access available to other persons. Users may need to periodically change their password to ensure security integrity. The City reserves the right to bypass individual passwords at any time and to monitor the use of the system by users. Users must not interfere with other’s work or with the performance of the computer, both hardware and software. These actions include but are not limited to attempting to elicit, access and/or use passwords, creation of additional unauthorized user passwords, entering closed areas of the network, or inappropriately accessing or altering City records.

The City of St. Helens reserves the right to limit or deny access to certain electronic communications services as a security precaution.

All employees, officials, vendors/contractors, and volunteers who are granted access to the City computer/communication systems will be required to sign a Device Use Agreement indicating that the employee, official, vendor/contractor, or volunteer has received a copy of this policy and that they agree to be bound by said policy.

Viruses and other malicious code can spread quickly if appropriate precautions are not taken:

1. Be suspicious of messages sent by people not known by you.
2. Do not open attachments that seem suspicious or out of the ordinary.
3. Disable features in emails that automatically preview messages before opening them
4. Do not forward chain letters; simply delete them.

5.0 REMOTE ACCESS

Remote access to City systems is maintained for selected users. City remote access systems are restricted only to those users who show a demonstrated necessity to access data or applications while away from City offices and only for City business. Users of remote access for anything other than official business will result in immediate removal as a remote user, and if appropriate, disciplinary action.

Authorizing an employee to use remote access services and technologies is not an approval for overtime or work from home. All overtime and work from home must be approved in accordance with the applicable labor agreement and the policies of the City.

6.0 RULES FOR TECHNOLOGY EQUIPMENT USE

The following rules are designed for proper use of City owned devices, electronic communications, and internet access systems. As noted, in the introductory paragraph to this policy, this policy is only applicable to City-owned equipment.

1. The electronic communications system hardware is City property. Additionally, all messages composed, sent, or received on the electronic mail system are and remain the property of the City. They are not private property of any employee or user. The confidentiality of any message should not be assumed.
2. City devices, electronic communications, and internet access systems shall not be used for transmitting or receiving messages that violate the City's policies prohibiting harassment or workplace violence. Attempting and/or sending any message anonymously where identification is required is a violation of this policy. Receipt of any messages violating these policies, shall be reported immediately by the recipient to their supervisor.
3. Violating any federal, state, or local law (including copyright laws) is prohibited.
4. Vandalizing any hardware, software, computer, electronic communications, or internet access is prohibited.
5. Users should not tell anyone their password. Passwords should not be recorded where they may be found. Users should not use anyone else's password. Attempting to access and/or use another person's password is strictly prohibited. The creation of additional unauthorized passwords or user IDs is prohibited. The exception to this rule would be when a known Information Technology staff member is troubleshooting a problem with a user on their device.
6. The system is reserved solely for the conduct of the business of the City. It may not be used to solicit or proselytize for commercial activity, religious, or political causes and outside organizational interest. City systems may not be used for conducting private business activities except at public access network points. The system shall not be used for private fundraising activities.
7. Broadcast of network wide non-business-related emails are prohibited.
8. Privately-owned computer systems and technology may only be added to the City system with prior authorization from the City Administrator/Manager or appropriate IT person.

7.0 SOFTWARE INSTALLATION AND USE

The City Administrator/Manager or appropriate IT person may grant specific exceptions to this section based upon organizational needs and resources. The installation of any software on any City computer and/or file servers shall be installed by the technology support staff. This is necessary to ensure appropriate configuration of the software; protection from computer viruses; and possession of appropriate software licenses. The technology support staff will install only licensed copies of application software within the network environment. Users shall not install software that is not authorized by IT. Reproduction of copyrighted software will not be done without appropriate source license documentation and permission.

8.0 PERSONAL USE

Personal use of City equipment and/or communications technology is permitted by users who are authorized by their supervisor for use in any of the following situations:

- Performs City-related work from home.
- Performs City-related work while engaged in travel away from City facilities.

The use of City equipment in these circumstances must not be subjected to unusual wear or performance degrading conditions not normally part of the user's work involving equipment.

9.0 MONITORING AND NO EXPECTATION OF PRIVACY

All messages sent over City devices, electronic communications, and internet access systems are the property of the City. The City reserves the right to: review, audit, intercept, access, and disclose all messages created, received or sent over the electronic mail system for any purpose. The contents of electronic mail properly obtained for legitimate business purposes, may be disclosed within the City without permission of the user.

10.0 TECHNOLOGY ACQUISITION

All procurement requests shall be forwarded to the technology support staff for review and approval. This is required to ensure appropriate standardization of products and technology to facilitate support, operational performance, and training. With hardware and software components, these are issues of network integration, which have to be reviewed. In addition, acquisitions of technology resources should conform to existing purchasing policies and procedures including ORS chapters 279, 279A, 279B, 279C, and any related administrative or local rules.

11.0 LOST, STOLEN, OR DAMAGED EQUIPMENT

Users shall promptly report any loss, damage to, or unserviceable condition of any city-issued devices and equipment to their supervisor. When a City device is reported to be damaged or lost, an investigation will be conducted by the City regarding the loss or damage. The use of damaged or unserviceable City equipment shall be discontinued as soon as practicable and replaced with comparable, serviceable City technology equipment as soon as available.

12.0 VIOLATION OF POLICY

Any violation of any provisions of this policy can lead to loss of computer services, and/or progressive disciplinary action concurrent with CBA's or personnel policies. Such action will depend upon the severity of the violations; the frequency of the violations; and the effect such violation has on the network of the City.

13.0 EMAIL USE

1. Each staff member and official will be assigned a unique email address that is to be used while conducting City business via email. The unique email address assigned to an employee is the property of the City. An individual may only use their assigned email address while employed by the City, for City business.
2. The City retains the right to intercept, monitor, review, and disclose any and all messages composed, sent, or received.
3. All email systems are City property. All messages stored on City systems or composed, sent, or received by any staff or official are the property of the City. Furthermore, all messages composed, sent, or received by any person using City-provided equipment are property of the City. Emails are not the property of any employee or official.
4. Email systems are intended to be used for business purposes only. Personal use of City email systems is strictly prohibited.
5. The use of privately-owned email accounts for sending and receiving work related email messages is highly discouraged. However, if these resources are used for work-related purposes, the user must transfer all work-related messages to a City-owned system or network and must realize that these private accounts may be subject to public disclosure and retention requirements.

6. All communications via email in connection with the transaction of public business constitute public records except under certain circumstances. Electronic communications, like other public records, must be available upon request to any individual, agency, or organization, unless the information is legally exempt from disclosure.
7. Except as specifically designated below, City staff and officials are prohibited from using City email accounts to send or receive:
 - a. Information about actual or potential claims and litigation involving the City;
 - b. The intellectual property of others, without written permission;
 - c. Photographs of employees or members of the public, without written permission;
 - d. Any personal, sensitive or confidential information;
 - e. Computer viruses or other harmful programs;
 - f. "Chain letters" or junk mail;
 - g. Material or comments that are derogatory to any individual or group, or of a defamatory threatening or harassing nature;
 - h. Racist, sexist, and other disparaging language about a group of people;
 - i. Obscene, pornographic, or offensive or illegal materials or links;
 - j. Sexual comments about, or directed to, anyone; or
 - k. Any communication for any other purpose which is illegal, against City policy, or contrary to the City's interest.

This prohibition does not apply to attorney-client communications between City staff and officials and the City attorney or other City staff and officials designated to assist with legal matters.

14.0 EMAIL RECORDS RETENTION

1. The City must maintain and preserve records in compliance with the Oregon Public Records Law. The Public Records Law applies regardless of whether the email communication is sent from a public or private email address.
2. The retention of records stored in electronic systems, including email, is governed by the City's retention schedule and OAR Chapter 166, Division 200. If you have a question regarding the retention of a record, please contact the City Recorder.

15.0 SOCIAL MEDIA USE

1. Social media includes blogs, Facebook, Twitter, YouTube, and other similar accounts.
2. The City shall identify those employees authorized to use social media on behalf of the City. Only those employees who are authorized shall engage in social media activities on behalf of the City. The City Manager/Administrator or designee shall maintain a list of authorized social media users.
3. All social media accounts shall be created using a City-issued email address, whenever possible. Some social media sites prohibit creation of a government “page” without the use of a personal account. In those instances, the City should provide a process for transition of page management in the event that the person holding the primary personal account associated with the page leaves the City. This will ensure that:
 - a. Personal and professional communications are separated;
 - b. The City can back up public conversations because the City owns and controls the email address;
 - c. The City can access the site when the employee is out on vacation or otherwise away from the office or leaves employment with the City; and
 - d. The City can determine that the site is legitimately the City’s and not a rogue site generated from a private email address.
4. The City shall notify users and visitors to the social media site that the purpose of the site is to facilitate communication between the City and the public. Each site shall contain the following message:

This site is created by the City of St. Helens. This site is intended to serve as a mechanism for communication between the public and the City of St. Helens on all topics relevant to City business. The City of St. Helens reserves the right to remove comments or postings that violate any applicable laws. Postings to this site are public records of the City of St. Helens and may be subject to disclosure under the Oregon Public Records Law.

The City of St. Helens does not endorse nor sponsor any advertising posted by the social media host, that the social media is a private site, or the privacy terms of the site apply. The City of St. Helens does not guarantee reliability and accuracy of any third-party links.

If a social media platform cannot host the full disclosure, a link should be placed on the platform to a City webpage that will list the full disclosure language.

5. Where possible, all social media sites will display the City’s logo for consistency and authenticity.

6. Social media posts made on official city pages are considered public records, including comments made on those posts.

7. The City, its staff, and officials shall not discriminate against public speech based on content or viewpoint. The City, its staff, and its officials may not engage in viewpoint discrimination on City operated social media pages. Viewpoint discrimination is described as a speech act that is treated differently by a government entity based on the viewpoint it expresses. All persons who wish to “friend,” “follow,” “re-tweet,” etc. must be allowed to do so on a social media platform operated by the City.

8. The following content posted by the public may be removed:
- a. Comments not topically related to the particular article being commented upon;
 - b. Comments in support of or opposition to political campaigns or ballot measures;
 - c. Profane language or content;
 - d. Content that promotes, fosters, or perpetuates discrimination upon the basis of race, religion, gender identity, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or other protected status under applicable law;
 - e. Inappropriate sexual content or links to inappropriate sexual content;
 - f. Solicitations of commerce, e.g., ads;
 - g. Conduct or encouragement of illegal activity;
 - h. Private and confidential information;
 - i. Information that may tend to compromise the safety or security of the public or public systems; or
 - j. Content that violates a legal ownership interest of any other party.

These guidelines shall be displayed to all users or made available by hyperlink. Any content removed must be retained, including the time, date, and identity of the poster when available.

9. To establish an official City social media account(s), it must be approved by the City Administrator/Manager or their designee.
10. Review is required by an identified authority (City Administrator or their designee) for all posts or comments on behalf of the government.

16.0 SOCIAL MEDIA RECORDS RETENTION

1. The City must maintain and preserve social media records in compliance with the Oregon Public Records Law. The Public Records Law applies regardless of whether the social media site is hosted by the City or a third party.
2. Those engaged in social media activities must be familiar with the City's records retention schedule. Any posted original content that is not a copy of a preexisting City record must be captured and maintained by saving a copy and providing it to the City's records custodian.
3. Social media content shall be retained by composing and retaining the message in local software and noting the time and date posted, or by capturing screenshots of the post once it is on the page. The City may use a third-party software that can coordinate multiple social media accounts and capture social media content automatically for the City.

4. Non-Original Social Media Content Maintained Elsewhere

Any posted content that is a copy of a City record that exists in another location does not need to be separately preserved, provided that the original content is being retained in compliance with the appropriate City retention schedule and media preservation requirements. Employees should use social media applications exclusively as a mechanism for providing the public with links or references to content that is maintained as an official City record elsewhere. Links or references posted to social media accounts are considered convenience copies which need to be retained only "as needed" or "until superseded." All comments, likes, shares, etc. on City social media are stored and maintained based on Oregon public retention laws.

5. Original Social Media Content

Any posted original content that constitutes a City record and that is not preserved and retained elsewhere in compliance with the appropriate City retention schedule, must be captured by the City and retained according to the appropriate schedule and preservation requirements. The person who posts the content is responsible for retaining and preserving the record.

- a. Speeches/Statements/News Releases/Program Activity Records

Content that contains written or photographed accounts of a City event, or summary of such events posted to social media are considered statements and reports for retention purposes and should be retained generally for two years from the time they are "published." If these posts contain policy or historically

significant content, they must be retained permanently.

b. Correspondence

Incoming messages from the public that arrive via a City's social media account should be treated as correspondence. Messages completely unrelated to the City's activities do not need to be retained. If the message relates to the City's activities or functions, it must be captured and retained per the retention category that most closely corresponds to the content of the message. Staff are advised to respond to the correspondence via email or other "offline" messaging methods and, if possible, communicate directly with the individual and maintain that correspondence.

c. Content Associated with a Specific Function or Activity

Information received from the public in response to social media posts used as a public entry point to solicit specific information – such as conducting a poll or to launch a process or placing an order – should be retained along with the other records associated with that function or activity using the appropriate retention schedule.

17.0 TELEWORKING

Teleworking allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The City of St. Helens considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement.

Telecommuting may be appropriate for some employees and jobs but not for others.

Telecommuting is not an entitlement, it is not a City-wide benefit, and it in no way changes the terms and conditions of employment with the City of St. Helens.

Teleworking can be informal, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.

Any telecommuting arrangement may be discontinued at will and at any time at the request of either the telecommuter or the city. During a City Emergency Declaration, the City shall provide at least a thirty (30) day notice of any change to a teleworking agreement to accommodate commuting, childcare, and other issues that may arise from the termination of a telecommuting arrangement. During normal times of operation, the City shall provide at least a fifteen (15) day notice of any change to a teleworking agreement to accommodate commuting, childcare, and other issues that may arise from the termination of a telecommuting arrangement. If a telecommuting arrangement is terminated, the supervisor shall provide the employee a written

explanation including the reasons why the arrangement is being terminated. The revocation or termination of a telecommuting arrangement shall not be disciplinary in nature.

1. Eligibility

Individuals requesting formal telecommuting arrangements must be employed with the City of St. Helens a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record.

An employee or the City may initiate a request to enter into a telework agreement.

Before entering into any telecommuting agreement, the employee and their supervisor, with the assistance of the City Administrator/Manager, will evaluate the suitability of such an arrangement, reviewing the following areas:

- a. Employee suitability. The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- b. Job responsibilities. The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- c. Equipment needs, workspace design considerations and scheduling issues. The employee and manager will review the physical workspace needs and the appropriate location for the telework.
- d. Tax and other legal implications. The employee must determine any tax or legal implications under federal, state, and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

If the employee and manager agree, along with the City Administrator/Manager, a draft telecommuting agreement will be prepared and signed by all parties, and a teleworking period will commence.

If a telework agreement is denied, the supervisor shall provide the employee with a written denial including the reasons for why teleworking is not a viable option.

Decisions to allow for a teleworking agreement or not shall not be arbitrary or capricious and subject to the Grievance process in the Collective Bargaining Agreement or complaint process in the Personnel Rules, whichever applies.

Evaluation of telecommuter performance will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process. The manager and telecommuter will

communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

2. Equipment

On a case-by-case basis, the City of St. Helens will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phones and data lines, and other office equipment) for each telecommuting arrangement. IT Services will serve as resources in this matter. Equipment supplied by the City will be maintained by the City. Equipment supplied by the employee, if deemed appropriate by the City, will be maintained by the employee. The City accepts no responsibility for damage or repairs to employee-owned equipment. The City reserves the right to make determination as to appropriate equipment, subject to change at any time. Equipment supplied by the City is to be used for business purposes only. The telecommuter must sign an inventory of all City property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all City property will be returned to the company, unless other arrangements have been made.

The City of St. Helens will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The City will reimburse the employee for business-related expenses, such as phone calls, and shipping costs, that are reasonably incurred in carrying out the employee's job. **If an employee has internet connectivity issues where they are teleworking, accommodations may be requested to their supervisor for the City to make hotspots available to the employee that is paid by the City.**

The employee will establish an appropriate work environment within their home for work purposes. The City of St. Helens will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to home office space.

3. Security

Consistent with the City expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary City and customer information accessible from their home office. Steps include the use of locking file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

4. Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. The City of St. Helens will provide each telecommuter with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee in a home office location and in conjunction with their regular work duties are

normally covered by the City's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to their home worksite.

5. Time Worked

Employees who are not exempt from overtime requirements of the Fair Labor Standards Act are required to accurately record all hours worked. Employees must receive advance approval from their supervisor for any overtime work

6. Ad-Hoc Arrangements

Temporary telecommuting arrangements may be approved by circumstances such as inclement weather, special projects, or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the City and with the consent of the employee's health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the City.

APPENDIX A: Examples of Use

Examples of Permissible Device Use

The following are examples of allowable device use, so long as the permissible use requirements are met:

- Uses the Internet to view City job announcements.
- Uses the Internet to check weather or commute information.
- Uses City computer to take online job-related training courses preapproved by their supervisor
- Uses City computer to read the newspaper during breaks.

Examples of Non-Allowable Device Use

The following are examples of device uses that are not allowed. This list is not intended to be all-inclusive. Additionally, any use that is not expressly allowed is considered to be non-allowable.

- Uses the internet to track personal investment portfolio.
- Uses City-provided cell phone to make non-City-related calls.
- Uses the internet to access nude or sexually explicit materials.

When using City-provided technology devices, it is a good idea to ask yourself this question: Can I directly support a work purpose for this use? If you have questions as to what constitutes City business, please ask your supervisor.

APPENDIX B: SOCIAL MEDIA USER GUIDELINES

The City of St. Helens encourages the public to share thoughts as they relate to the topics being discussed on the City's social media sites. The views expressed in visitor comments reflect those of the comment's author and do not necessarily reflect the official positions of the City of St. Helens. Public comments are considered public information and may be subject to monitoring, moderation and disclosure to third parties. Users shall refrain from posting and the City of St. Helens reserves the discretion to remove:

- a. Comments not topically related to the particular article being commented upon;
- b. Comments in support of or opposition to political campaigns or ballot measures;
- c. Profane language or content;
- d. Content that promotes, fosters, or perpetuates discrimination upon the basis of race, religious, gender identity, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or other protected status under applicable law;
- e. Inappropriate sexual content or links to inappropriate sexual content;
- f. Solicitations of commerce, e.g., ads;
- g. Conduct or encouragement of illegal activity;
- h. Private and confidential information;
- i. Information that may tend to compromise the safety or security of the public or public systems; or
- j. Content that violates a legal ownership interest of any other party.

These user guidelines may be subject to modification at any time.

APPENDIX C: TELEWORKING SAFETY CHECKLIST

Item	Description	Yes	No	N/A
1.	Workspace is away from noise, distractions and is devoted to work needs?	___	___	___
2.	Workspace accommodates workstation, equipment, and related material?	___	___	___
3.	Floors are clear and free from hazards?	___	___	___
4.	File drawers are not top-heavy and do not open into walkways?	___	___	___
5.	Phone lines & electrical cords are secured under desk, along wall, away from heat?	___	___	___
6.	Temperature, ventilation, and lighting are adequate?	___	___	___
7.	All stairs with four and more steps are equipped with handrails?	___	___	___
8.	Carpets are well-secured to the floor and free of frayed or work seams?	___	___	___
9.	There is a working smoke detector in the workspace area?	___	___	___
10.	A home multi-use fire extinguisher is available, and you know how to use it?	___	___	___
11.	Walkways, aisles, and doorways are unobstructed?	___	___	___
12.	Workspace is kept free of trash, clutter, and flammable liquids?	___	___	___
13.	All radiators and portable heaters are located away from flammable items?	___	___	___
14.	You have an evacuation plan, so you know what to do in the event of a fire?	___	___	___
15.	Sufficient electrical outlets are accessible?	___	___	___
16.	Computer equipment is connected to a surge protector?	___	___	___
17.	Electrical system is adequate for office equipment?	___	___	___
18.	All electrical plugs, cords, outlets, and panels are in good condition?	___	___	___
19.	Equipment is placed close to electrical outlets?	___	___	___
20.	Extension cords and power strips are not daisy chained?	___	___	___
21.	Equipment is turned off when not in use?	___	___	___
22.	Your working chair is adequate and safe?	___	___	___
23.	There is sufficient lighting?	___	___	___
24.	You have an inventory of all City property that is confirmed by supervisor?	___	___	___
25.	You are taking adequate steps to ensure data is secure when working and away?	___	___	___

APPENDIX D: TECHNOLOGY & TELEWORK POLICIES & PROCEDURES HANDBOOKACKNOWLEDGEMENT

My signature below indicates that I have received a copy of the City of St. Helens Technology & Telework Policies & Procedures Handbook and have read and understand my responsibilities as a user of the City's technology equipment and resources. I understand that this policy is subject to change without notice and agree to abide by it and all subsequent changes. I also understand that if I am a City employee, violation of the policy may result in disciplinary action up to and including termination.

Printed Name: _____

Signature: _____

Date: _____

Department: _____



Athletic Field Use & Allocation Procedures

Table of Contents

	PAGE NUMBER
1. Purpose and Philosophy	3
2. Definitions	3
3. General Rules and Scheduling	4
a. Hours of Use	4
b. Field Allocation Tier-Group Priority Classifications	4
c. Facility Use Permits	4
d. Reservation and Payment Process	5
e. General Cancellation and Refund Policy	5
f. Weather Cancellations and Weather Policies	6
f. Subleasing Policy	6
4. Field Allocation Process and Procedures	6
a. Allocation Timeline	7
5. Field Rules and Guidelines	8
a. Rental and Agreement Information for City Facilities	8-9

Purpose and Philosophy

The City of St. Helens Parks and Recreation Departments coordinate, and issue facility use permits for the use of athletic fields within the city limits of St. Helens. The purpose of these processes is to outline allocation priorities, and ultimately establish guidelines for the permitted use of athletic fields. With the goal of efficient use of athletic fields and fair and equitable distribution amongst users, the following procedures outline the process used to allocate and schedule athletic fields, athletic leagues/organizations, individuals, groups, and corporate and non-corporate applicants.

The development of these processes establishes rules for priority scheduling, to enable the largest number of City residents to have access to the public athletic fields and maximize use of available resources in a fair and equitable manner.

Definitions

1. Acronyms:

- a. SHP&R: City of St. Helens Parks and Recreation Departments
- b. SHSD: St. Helens School District

- 2. *Applicant*: Any organization, group, or individual requesting use of the SHP&R public athletic fields.
- 3. *Field Sport*: Any activity or sport that is played on a field configured for the requirements of that particular sport.
- 4. *Events*: Activity or activities such as band shows, city tourism events, picnics, weddings, or other such gatherings of people.
- 5. *IGA*: The intergovernmental agreement between SHP&R and SHSD for the use of facilities and/or fields.
- 6. *In Good Standing*: A group, organization, or individual applicant that has no outstanding balances with SHP&R, or is fulfilling obligations under a payment plan with SHP&R; and/or has no SHP&R rule or policy violations within the past 12 months.
- 7. *In-City*: Any group, organization, individual, or corporation residing within the City of St. Helens city limits.
- 8. *Not-for-Profit*: Any group, organization, individual, or corporation conducting business without intent to make a profit or charging admission fees for spectators.
- 9. *Out-of-City*: Any group, organization, individual, or corporation not residing within the City of St. Helens city limits.
- 10. *Primary Season*: SHP&R management staff designated season for particular sports.
- 11. *Secondary Season*: A season not designated as a primary season for particular sports.
- 12. *Tournament*: A series of contests between a number of competitors on a single or multi-day event.
- 13. *Round Robin*: A series of games in which each competitor plays in turn against every other.
- 14. *Organized Play*: This means any organization that has planned games or tournaments. This does not constitute drop-in activities or games that can be done at school or city facilities. For example, kids from the neighborhood showing up to play a game of basketball or baseball does not constitute an official organized play. When an organization or team schedules a game with officials or schedules a team practice, this is organized play.

General Rules and Scheduling

Hours of Use

- Sports field rental hours: 8 am – 10 pm (hours vary dependent on site)
- Fields are rented in specific blocks of time throughout the day.

Field Allocation Tier-Group Priority Classifications

With the limited number of fields available, the SHP&R has established a Tier Group Classification that will determine priority usage for athletic field allocations that are rented out. Priority use of athletic fields will be given to Tier 1 primary season sports and by Tier Group Classifications as detailed below. The SHP&R and St. Helens School District have exclusive discretion in decisions on scheduling of athletic fields and such decisions shall be final.

3-Step Tier Group Classifications Priority use of athletic fields will be allocated as follows:	
<u>Tier 1</u> City programs and contracted events SHSD programs and events	
<u>Tier 2</u> Returning Tournaments and in-city organizations	
<u>Tier 3</u> Out-of-city organizations and new tournaments	

Facility Use Permits

- Users may not have access to field(s) and area(s) prior to their permitted rental time, and the field(s) and area(s) must be vacated at the time specified in the facility use permit.
- Field users are required to have a copy of the facility use reservation confirmation on hand during each rental and must be prepared to present the facility use reservation confirmation on demand; electronic versions of the reservation confirmation are accepted. Field users who do not have their reservations may be asked to vacate the field or area.
- SHP&R reserves the right to add conditions and/or modifications to the reservation, on a case-by-case basis.

Reservation and Payment Process

- Submit a Field Reservation Request form to SHP&R. These can be downloaded from the city's website under both the Recreation and Park's webpages. All submissions should be emailed to recreation@ci.st-helens.or.us with all required documentation.
- Once a request has been approved a payment must be received within 48 hours to confirm your reservation. The City accepts cash, check, and credit card payments. Checks can be made out to the City of St. Helens.
- Depending on the nature of your event, a Special Use Permit may be required. City staff will notify you at the time of your request if your event will require any additional permits or documentation.
- Certificate of Liability Insurance Requirements. If it is determined that your event or tournament requires insurance, the following is required to appear on the insurance certificate:
 - The insured's name is the same listed on the Sports Field Rental Application
 - Minimum of \$1,000,000 of General Liability Insurance
 - Minimum of \$2,000,000 Aggregate
 - Name the City of St. Helens as "Additional Insured"
 - If choosing to sell items of any kind, a product liability endorsement to the user's general liability is required.
- NO ALCOHOL CAN BE SERVED OR CONSUMED ON CITY PROPERTY. If any permit holder is found to have violated this rule, the permit holder will be banned from reserving fields for 12 months.
- NO SPORTS SHOULD BE PLAYED BY ANYONE WHO MAY APPEAR TO BE UNDER THE INFLUENCE OF ANY ALTERING SUBSTANCE, THIS INCLUDES ALCOHOL AND MARIJUANA. If any permit holder is found to have violated this rule, the permit holder will be banned from reserving fields for 12 months.

Cancellation and Refund Process

- Any requested cancellations or changes made to your field use reservation are required to be submitted in writing to City staff at SHP&R that is handling your rental.
- Reservation cancellations must be made at least 7 days in advance to receive a full refund or credit. If your rental is canceled within 7 days of your rental date, the entire rental fee will be forfeited.
- Cancellations due to weather related issues are not the fault of SHP&R. If fields are closed by the City officially, you will receive a full refund or credit.
- If SHP&R closes a field for any reason, or if lights do not operate as expected, or if there is a conflict in the scheduled use of the field, a full refund or credit for the missed use will be provided.
- Due to unforeseen circumstances, SHP&R reserves the right to reschedule and/or cancel partial or all field reservations. In the rare event that should occur, a pro-rated or full credit or refund of your rental fee will be issued. If a suitable date cannot be identified, you will be refunded in full.

Weather Cancellations and Policies

- **Lightning Policy** - When thunder is heard, or a cloud-to-ground lighting bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play and take shelter immediately.
 - **Thirty-minute Rule** – Once play has been suspended, wait at least 30 minutes after the last thunder is heard or flash of lightning is witnessed prior to resuming play.
 - Any subsequent lightning or thunder after the beginning of the 30 minute count will reset the clock and another 30 minute count should begin.
- **Rain Delay / Rain Out Policy**
 - Games may be played during the rain. No refunds will be issued for you or your organization if there is rain on gameday and the field is still playable.
 - If fields become unplayable, SHP&R will officially close the fields and reservations scheduled will get first opportunity to reschedule games at a later time or receive a full refund.
- **Excessive Heat Policy** – During the spring/summer seasons, SHP&R encourages participants to follow the guidelines below:
 - Game time heat index of above 106 – SHP&R managers will cancel all scheduled activities.

Subleasing

- Subleasing of fields is not allowed under any circumstances. If any permit holder is found to have violated this rule, the permit holder will be banned from reserving fields for 12 months.

Field Allocation Process and Procedures

Fields will be allocated and permitted as sustainability allows. The following requirements will influence the way in which field allocations will be conducted:

- Fields will be allocated by priority use (reference Field Allocation Tier-Group Classification).
- After high school schedules and fields usage is finalized, SHP&R will work with user groups to permit fields.
- Teams/organizations may be required to provide schedules that indicate all allocated fields are being used.
- Failure to utilize fields by the assigned teams/organizations indicated on the use schedules may result in permit removal or reassignment; teams/organizations will be notified by staff prior to allocation reassignment or permit removal.
- SHP&R reserves the right to reassign field assignments to accommodate the needs for tournaments and/or special events.
- If it is determined necessary, all organizations hosting tournaments on fields may be required to meet with SHP&R staff a minimum of 30 days before the tournament date.

Allocation Timeline

Please see request for reservation deadlines below; no requests will be processed prior to the application deadlines. Separate requests are required for each sport and tournament each season.

Allocation of field usage is based on reliance and management of team practices and organized games through the Recreation Program, School District, or outside organization. City and School fields are intended to be open for the public to enjoy when events are not scheduled. If your intention is “organized play” (games/practices), a field reservation must be made through the timeline process below. A field reservation may be made before your event and no shorter than a 24-hour notice, however additional fees may be applied at the discretion of the City of St. Helens and/or School District for reservations outside of the schedule below.

Spring	March – May
December 1	Tier 2 & 3 Group request process opens
January 1	Tier 2 & 3 Group request process closes
February 1	Tier 2 & 3 Group receive approved allocation(s) dates
Summer	June - August
March 1	Tier 2 & 3 Group request process opens
April 1	Tier 2 & 3 Group request process closes
May 1	Tier 2 & 3 Group receive approved allocation(s) dates
Fall	September - November
June 1	Tier 2 & 3 Group request process opens
July 1	Tier 2 & 3 Group request process closes
August 1	Tier 2 & 3 Group receive approved allocation(s) dates
Winter	December - February
Sept 1	Tier 2 & 3 Group request process opens
Oct 1	Tier 2 & 3 Group request process closes
Nov 1	Tier 2 & 3 Group receive approved allocation(s) dates

Field Rules and Guidelines

RENTAL INFORMATION FOR CITY FACILITIES

- Must comply with St. Helens Municipal Code Chapter 8.08 referring to large assemblies and Chapter 8.24 referring to Park Regulations.
- Must comply with all public health safeguards, restrictions on group sizes and other safety measures on gatherings at facilities and spaces open to the public as imposed by the State of Oregon and/or Oregon Health Authority
 - <https://govstatus.egov.com/or-covid-19>
 - This website is regularly updated. Therefore, please be sure to review as safety measures are subject to change based upon the spread of COVID-19
- A reservation fee must be paid in full by cash, check, and/or credit/debit card before a reservation will be issued.
- A Certificate of Insurance is required for the following:
 - Caterer preparing food in park
 - Attendance of 50+ people
- If others will not yield your reserved area to you when requested, please call the police non-emergency number at 503-397-1521.
- No staples, tacks, tape, or nails are allowed to attach tablecloths, decorations, signs, etc. to picnic tables, shelters, or trees.
- Tobacco products, vaping, narcotics, marijuana, and juuling are not permitted. This is strictly enforced.
- Groups may not sell food, beverages, or any items in the park without permission from the City of St. Helens.
- Motorized vehicles are prohibited except in parking areas.
- Dogs must be on leash and excrement must be removed from the park.
- No person shall ride or lead any horse or pony in a park, except upon roadway or designated parking area.
- There is no reserved parking. Parking is first come, first serve. To direct traffic or racecourse, you may use chalk, but no permanent substance can be used on public property.
- The applicant and the applicant's group are solely and completely responsible for the condition of the reserved area and must leave it in a neat and clean condition, without damage.
- Any permitted special uses, including sound amplification, may be revoked for cause with no reimbursement of fees.
- No swimming is allowed on park property because lifeguards and a suitable designated swimming area is not provided.
- Bouncy houses or related-type rides are not permissible on City property.
- The person and/or organization that rented a field must leave the field in the same condition, or better condition than it was in when the reservation started.
 - Trashed is picked up around the field area from players/spectators.
- The City reserves the right to change/modify these rules as needed.
- If an organized game, organized tournament, or organized event happens on City property without the knowledge and approval of the City of St. Helens, the City holds the right to fine said organization and ban reservations for up to 12 months.

AGREEMENT INFORMATION FOR CITY FACILITIES

- User fees for field use must be paid in full within 48 hours of reservation acceptance notification.
- **INDEMNIFICATION:** The applicant and the applicant's group shall indemnify, defend and hold the City of St. Helens, its elected and appointed officials, agents, employees, and volunteers harmless from all liabilities, claims judgments, demands, and costs for property damage, bodily injury, death, sickness or disease (specifically as to COVID-19 or other infectious diseases), economic and non-economic damages arising out of or resulting from applicant's, applicant's group, or their invitees' use of a City facility. I have read and agree to abide by the Park Regulations. I agree to be solely and completely responsible for the condition of the reserved area and to leave it in a neat and clean condition, without damage. I agree to promptly reimburse the City for all damages.
- **CITY OF ST. HELENS IMMUNITY:** The fee charged for the rental exclusively relates to the use of the assigned area(s) and restrooms itself. The fee does not relate to any other uses or any other areas of the City of St. Helens property. In accordance with Oregon's recreational immunity law (ORS 105.682), the City of St. Helens is not liable for injuries, death, or property damage arising out of such uses of its property for which no specific fee has been charged.
- It is your responsibility to inform all members of your group of the Rules and Regulations (St. Helens Municipal Code Chapter 8.08). Failure to abide by the rules and regulations could result in immediate loss of privileges or forfeiture of privileges for future use.
- The City of St. Helens reserves the right to enter and monitor the event at any time.
- Use of City facilities and parks during the COVID-19 pandemic carries with it certain risks that cannot be eliminated regardless of the care taken to avoid such harm. The specific risks vary, and may include, but are not limited to, minor illness, major infections requiring hospitalization and catastrophic illness causing injuries including paralysis and death. The applicant acknowledges and understands these risks and other risks inherent in the rental of the City facilities and knowingly assumes all such risks.
- The applicant acknowledges and affirms that they have not nor are experiencing any symptoms of illness associated with COVID-19 including, but not limited to, a fever, cough, or shortness of breath. If they develop these symptoms, they agree to leave the rented facility immediately and advise the City accordingly. The applicant acknowledges and affirms that they do not have COVID-19 or other infectious disease, nor have they knowingly been in contact with anyone who has COVID-19 or other infectious disease.
- The applicant acknowledges and affirms that they will strictly observe and follow all health and safety rules and guidelines issued and/or recommended by the Centers for Disease Control, the State of Oregon or the Oregon Health Authority including, but not limited to, wearing masks, handwashing, physical distancing of at least six (6) feet and using their own equipment.

First Amendment

AGREEMENT AMENDING THE ST. HELENS POLICE 2020 – 2025 COLLECTIVE BARGAINING AGREEMENT

PARTIES: City of St. Helens, Oregon (“City”) and the St. Helens Police Association (“SHPA”).

RECITAL; The parties wish to amend “*Article 23 – Clothing, Uniforms and Duty Weapon*” of their collective bargaining agreement. In accordance with Article 31, by this Agreement the Parties hereby amend and replace the article in that Agreement to provide terms as hereinafter set forth in this Amendment.

IT IS AGREED:

Article 23 of the parties 2010 – 2025 collective bargaining agreement is hereby amended by replacing the current contract language in Article 23 relating to “Clothing, Uniforms and Duty Weapon” with the following Article. This amendment shall be effective from and immediately after the last signatory party executes this First Amendment Agreement and remain in effect throughout the term of the collective bargaining agreement through June 30, 2025, or until amended further in accordance with Article 31.

ARTICLE 23 – CLOTHING, UNIFORMS AND DUTY WEAPON

If police department employees are required by the City to wear uniforms, the City shall pay for such employees’ uniforms in the manner described in this Article.

- A. The City Police Department will budget each fiscal year a dollar amount, as requested and presented by the Chief of Police and approved by the City Council for personnel uniforms and equipment purchases.
- B. Sworn officers will be allowed to request items throughout the fiscal year for purchase with a City credit card once approved by the Chief of Police or designee. Items must be approved before purchase.
- C. Purchases of uniform and equipment items for sworn officers, Detectives, or Animal/Code Enforcement which are authorized by the Chief of Police or his designee shall be subject to the limitations adopted by the City Council in the Police Department budget.
- D. A detective or Animal/Code Enforcement Officer may submit receipts for reimbursement through Accounts Payable or may be allowed use of the City credit card if approved by the Chief of Police or designee. A detective shall seek approval from the Chief of Police or designee before any purchase subject to reimbursement is made.
- F. Sworn officers regularly assigned as detective will be issued Department branded polo shirts for approved on-duty wear and shall acquire 5.11 or other pants as determined by the Chief of Police.
- G. CIRT Team members will be issued necessary uniforms and equipment required to perform unique CIRT duties. Employees who are members of

the CIRT Team will acquire any CIRT Team uniform or equipment items purchased by the officer with prior approval of the Chief of Police or designee by submitting receipts for reimbursement through Accounts Payable or with payment by allowed use of the City credit card if approved by the Chief of Police or designee.

- H. Records and Evidence Specialists shall be provided Department branded polo shirts and a jacket for on-duty wear and will be issued 5.11 or other pants as determined by the Chief of Police.
- I. If reimbursements are requested for any items described in this Article, including Detective items, all such reimbursement will be paid by the City upon presentation by the employee of receipts and product descriptions of purchased items which demonstrate that the expense represents an ordinary and necessary business expense excludable from income in accordance with the *IRS Fringe Benefit Guide* which includes authorized police equipment and duty uniform attire not adaptable to general use.
- J. At time of hire a sworn officer shall select and acquire from pre-approved firearms a personally owned duty side-arm as the officer's preferred, personally owned weapon. Upon satisfactory completion of probation, the officer may apply for and receive a one-time reimbursement based on receipt and proof of purchase in connection with employment by the City of the cost of purchase of a primary duty firearm and holster up to six hundred dollars (\$600) maximum. The parties consider the cost and reimbursement amount for this equipment to be an ordinary and necessary business expense properly excludable from income. All on and off-duty use of the firearm will be consistent with City policy and law, and therefore inherently not a "personal use" which is personally beneficial. IRS Fringe Benefits Guide 15 regarding equipment and listed property.
- K. This memorandum of understanding is not precedent setting and does not create a past practice. The City of St. Helens and the St. Helens Police Association both retain the right to revert to the original contract within one (1) year this agreement is signed.

EXECUTED BY THE PARTIES this ____ day of October, 2020.

SHPA Union

CITY OF ST. HELENS

SHPA President

Rick Scholl, Mayor

SHPA Representative

John Walsh, City Administrator

City of St. Helens

Job Title: BUILDING INSPECTOR
Department: Community Development
FLSA Status: ~~Non-Exempt~~
Union: Yes
Date Revised: ~~September XX~~ October XX, 2020

Commented [AJ1]: I believe that Non-Exempt is the correct FLSA status for this classification.

GENERAL PURPOSE

Performs a variety of routine and complex technical work in building inspection work to ensure Oregon State Building Code and other related codes and standards are met.

SUPERVISION RECEIVED

Works under the general supervision of the Building Official.

SUPERVISION EXERCISED

None ~~generally~~. May ~~exercise supervision~~ provide training/orientation to or schedule/assign work to ~~over~~ part-time, temporary, or other staff as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Performs a variety of technical duties in support of the City's building inspection and plans examination functions.
- Enforces building related codes, including Oregon Structural Specialty Code, Oregon Residential Specialty Code, Oregon Plumbing Specialty code, Oregon Mechanical Specialty Code, Oregon Energy Efficiency Specialty Code, and local codes such as grading, filling, and zoning, etc. Issues correction notices and citations as appropriate.
- Conducts building inspections during all phases of construction, alteration, and repair. ~~Enforces~~ Enforces compliance with applicable codes.
- Maintains records of building and inspection activity and completes related reports. Issues certificates and permits as appropriate.
- Assists in researching problems and complaints regarding commercial and residential buildings, building construction, and code compliance. Responds to complex and sensitive building issues.
- Assists in resolving complex and sensitive customer service issues, either personally, by telephone, or in writing. Maintains records and documents of customer service issues and resolutions.
- Assists Building Official with complaints and municipal code enforcement matters.
- Performs the duties of a structural plans examiner, or mechanical, plumbing, inspector as needed and qualified.
- Assists in administering the permitting function, including application processing, fee assessment and collection, and permit issuance.

- Explains, interprets, and provides guidance regarding all applicable codes within area of responsibility to architects, engineers, contractors, developers, and other interested parties.
- Assists the Board of Appeals as needed and ~~providing-provides~~ required information.
- Stays abreast of new trends and innovations in the field of building technologies, inspections, and code enforcement.
- Reviews proposed subdivisions for code compliance.

MINIMUM QUALIFICATIONS

Education and Experience:

- Graduation from high school or GED equivalent, and
- Possession of a valid State of Oregon driver's license, and
- Four years of experience in general construction and related fields, or any equivalent combination of education and experience deemed acceptable.

Formatted: Indent: Left: 0.5", No bullets or numbering

Necessary knowledge, Skills and Abilities:

- Thorough knowledge of Oregon Residential Specialty Code and general construction codes; considerable knowledge in carpentry work, cement work, and skill in applying knowledge of adopted building codes and land use applications.
- Skill in the operation of the listed tools and equipment for the position.
- Ability to work well with the public, contractors, co-workers.
- Ability to read and understand complicated plans and blueprints.
- Ability to communicate effectively orally and in writing.

Building Inspector - Inspector I

In addition to the Minimum Qualifications, a Building Inspector I shall ~~have-possess~~ or ~~have~~ the ability to obtain, prior to first day of employment, all of the following:

- Possession of appropriate, valid Oregon Inspector Certification.
- State of Oregon Residential Structural Inspector Certification.
- State of Oregon Residential Plans Examiner Certification.
- Possession of, or ability to obtain within one year, State of Oregon Residential Plumbing Inspector Certification.

Building Inspector II

In addition to the Building Inspector I qualifications, a Building Inspector II shall have two years of increasingly responsible building inspection experience and ~~have-possess all of or the ability to obtain prior to first day of employment~~ the following:

- State of Oregon A-level Structural Inspector Certification and State of Oregon A-level Mechanical Inspector Certification.
- ~~State of Oregon Fire and Life Safety Certification and State of Oregon A-level Plans Examiner Certification; and~~

- ~~State of Oregon A-level Structural Inspector Certification and State of Oregon A-level Mechanical Inspector Certification~~ State of Oregon Fire and Life Safety Certification and State of Oregon A-level Plans Examiner Certification; eOR, f
- State of Oregon A-Level Plumbing inspector Certification in conjunction with one of the certification combinations above.

TOOLS AND EQUIPMENT USED

Computer, including word processing and permitting software; motor vehicle; 10-key calculator; portable radio; phone; tablet; flashlight; ladder or scaffolding; tape measure. Appropriate safety equipment and PPE for field tasks.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Formatted: Font: Italic

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk and hear.

The employee must occasionally lift and/or move up to 5025 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to read building plans and specifications.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Formatted: Font: Italic

While performing the duties of this job, the employee will work in both an office and construction site settings ~~the employee occasionally works in outside weather conditions.~~ The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, or airborne particles. The field environment includes travel from site to site; inspect in confined areas; exposure to noise, dust, grease, smoke, fumes, and gases. The office setting will require hand-eye coordination necessary to operate computers and office equipment.

Commented [AJ2]: Can you define how often "occasional" is? Approximate % outdoors vs. indoors?

The noise level in the work environment is usually quiet in the office, and moderate to loud in the field.

EMPLOYEE ACKNOWLEDGEMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Building Inspector job description. I understand that it is my responsibility to adhere to the guidelines of the expectations, hours of work and essential duties outlined within this job description.

Employee Signature: _____ Date: _____

Manager Signature: _____ Date: _____



Request for Qualifications

St. Helens Riverwalk Design, Construction, and Permit Documents

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

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



**CITY OF ST. HELENS, OREGON
REQUEST FOR QUALIFICATIONS
DESIGN, CONSTRUCTION AND PERMIT DOCUMENTS FOR THE
ST. HELENS RIVERWALK**

The City of St. Helens, Oregon is seeking qualifications from licensed professional Architecture and Engineering firms with the intent of contracting to submit all necessary permit applications and prepare design and construction documents, specifications, work schedules, construction cost estimates, and construction management services for the St. Helens Riverwalk Project along the Columbia River in St. Helens, Oregon.

Request for Qualifications (RFQ) packets may be obtained by visiting our website at <https://www.sthelensoregon.gov/rfps> or by emailing jdimsho@ci.st-helens.or.us.

Questions regarding this RFQ should be directed to Jennifer Dimsho at (503) 366-8207 or by email at jdimsho@ci.st-helens.or.us.

Sealed responses for this RFQ will be received by the City Administrator up to 3 p.m. on **Tuesday, December 8, 2020**. Responses delivered later will not be accepted. The City of St. Helens is not responsible for delays in delivery.

All responses that are mailed through the USPS shall be addressed to the John Walsh, City Administrator at 265 Strand Street, St. Helens, OR 97051. Hand-delivered responses shall be delivered to City Hall at 265 Strand Street, St. Helens, OR 97051 by appointment only. To make an appointment to deliver a response, call City Hall at (503) 397-6272.

All responses shall be placed in a sealed envelope which is clearly marked "St. Helens Riverwalk Project." **Responses by email or by fax will not be accepted.**

The City of St. Helens reserves the right to cancel this request or reject any and all proposals submitted or to waive any minor formalities of this call if in the judgment of the City Council the best interest of the City would be served.

John Walsh
St. Helens City Administrator

1. INTRODUCTION

St. Helens is a growing community of over 13,000 people located 30 miles north of Portland along U.S. 30. City leaders and community members recognized the need for a change on the waterfront when two large wood product industries left the community after years of declining profitability. Following the closures, the City was left with hundreds of acres of industrial brownfields located on the Columbia River. As underutilized riverfront property with stunning views, these properties provide an incredible opportunity to transform the future of the City.

With the intention of facilitating redevelopment in the community's best interest, the City leadership made the bold decision to purchase the properties in 2015. One of these properties is referred to as "the Veneer Property" due to its prior use as a wood veneer plant. This property is positioned in an area prime for mixed-use redevelopment as a natural extension of the City's historic downtown. There is interest from a developer in the northern two-thirds of the 22-acre site. The developer envisions the first phase as 55 mixed-use living units with retail on the bottom floor, followed by a high-end boutique hotel with 125 rooms with a restaurant and spa facility totaling over \$50 million in reinvestment. In order to move these redevelopment projects forward, the City has been working to secure funding to develop the street extensions, utilities, and public access to the river.

At the north end of the Veneer Property is one of the City's most popular parks, Columbia View Park. Columbia View Park (0.9 acres) is in the heart of downtown St. Helens, adjacent to the County's most iconic building, the historic County Courthouse. The park provides public access to the Courthouse Docks and access to the Columbia River. From the park's viewing platform, the community enjoys stunning views of views of Mt. St. Helens and Mt. Hood. The park offers panoramic views of the Columbia River, Sauvie Island, the Multnomah Channel, the Lewis River, the Lake River, and the City's popular Sand Island Marine Park. The park is a hub for community events, which are hosted at a gazebo stage structure with amphitheater-style seating constructed into the hillside. These events include a summer concert series, a 4th of July fireworks show, Christmas ships parade viewing, and private events like weddings. Other existing Columbia View Park amenities include ADA restrooms with showers, a playground and splash pad, a large elevated picnic table area, and various public art and historic interpretive plaques.

Through public engagements efforts which largely began in 2014, the City heard from residents that well-designed public access infrastructure along the Columbia River was the most important component of the redevelopment of the Veneer Property. By leveraging grant funds and a low-interest loan through the state of Oregon, the City is requesting qualifications for the design and implementation of the first phase of the public access along the river. Also included in this project is the design of the new Columbia River Park Amphitheater, which will replace the existing gazebo stage structure.

Running parallel with this project is an RFQ for the design and engineering of the streets and utility extensions onto the Veneer Property. The selected firm for this RFQ will be expected to coordinate on the street design to ensure seamless pedestrian connections between the designs.

2. PROPOSED TIMELINE

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a consultant for the St. Helens Riverwalk Design, Construction, and Permit Documents. This schedule is subject to change if it is in the City's best interest to do so.

Advertisement of Request for Proposal	October 22, 2020
Deadline for Consultants to Submit Questions or Changes	November 20, 2020
Last Date to Issue Addenda	December 1, 2020
Deadline to Submit Qualifications	December 8, 2020
Evaluation of Qualifications: Shortlist	December 14, 2020
Presentations/Interviews of Shortlist	Week of January 11, 2021 (TBD)
Refinement of Scope of Work	January 27, 2021
Award of Contract	February 3, 2021
Commencement of Contract	February 5, 2021
Completion of Design Services	Fall 2021
Construction Bid	Fall/Winter 2021
Construction Completion*	January 2023*

*This project is funded in part by a grant from the Oregon Parks & Recreation Department (OPRD) Land & Water Conservation Fund (LWCF). This grant requires that construction be completed two years from the notice to proceed, which is anticipated in January 2021. This means construction must be completed by January 2023, unless notice to proceed is delayed by the state.

2. SCOPE OF WORK

The St. Helens Riverwalk Project ("the Project") is one of the most important public infrastructure projects in the City's history. The Project serves as the backbone and economic driver for the greater Riverfront Redevelopment Project. The City expects the selected firm to be able to design a stunning at- and over-water experience that is completely unique to St. Helens. This project will extend Columbia View Park which is the most popular community gathering space for annual events, serve as an economic driver for the region by drawing in tourists who will support local business and support further waterfront redevelopment, and most importantly, reconnect the St. Helens community to the Columbia River.

All conceptual project plans for this Project have been included in **Attachment C**. These conceptual plans are not binding. **The City expects that these conceptual project plans will change with further refinement and documentation of existing site conditions.** A survey of

Columbia View Park from 2008 is included as **Attachment D**.

The St. Helens Riverwalk Project consists of:

1. All tasks associated the preparation of full plans, specifications, estimates, permitting, and bid assistance for the Riverwalk Project Phase I.
2. All tasks associated with the preparation of full plans, specifications, estimates, permitting, and bid assistance for the Columbia View Park Amphitheater, which will replace the existing gazebo stage structure adjacent to the Riverfront Project Phase I.
3. Preparation of plans, specifications, and estimates for the Riverwalk Project Phase II at a 30 percent design.
4. Construction management services for Riverwalk Phase I and Columbia View Park Amphitheater

2.1. Riverwalk Phase I (100% design)

The Contractor will create an innovative and unique design for public access at and along the Columbia River's bank. The design may incorporate any combination of cantilevered boardwalk structures, hard surface paths, and overlooks within Columbia View Park. The extent of Phase I includes all areas along the Columbia River in the existing park, and a small section on the Veneer Property south of Columbia View Park. Riverwalk Phase I design should include connections to existing interior park sidewalks and amphitheater (see below). The approximate length of Phase I is 310 feet.

The combination of boardwalk and pathways will need to be fully ADA-compliant and wide enough to accommodate two-way pedestrian and bicycle traffic. Other Riverwalk Phase I project elements may include bank stabilization and rip-rap repair where needed, and riparian restoration areas along the bank. The City expects the design to include lighting, railing, furnishings, and areas for public art and interpretive signage. Phase I will transition into an inland path with riparian landscaping along the bank of the Columbia River before transitioning into Phase II.

2.2. Columbia View Park Amphitheater (100% design)

The Contractor will design a new stage to replace the gazebo stage structure that utilizes the existing Columbia View Park Amphitheater seating which has been constructed into the hillside of the park. The architectural features of the new amphitheater structure and Riverwalk Phase I should be designed as cohesive park elements. The existing interior park sidewalks may need to be reconfigured to accommodate the new amphitheater structure location and design.

The new amphitheater structure should be designed to minimize visual obstruction of the Columbia River. There is desire for the new amphitheater to include an elevated stage, accommodate an area for dancing, consider on-site equipment storage options, and be designed for quality sound amplification. Events that currently use the Columbia View Amphitheater include concerts, weddings, receptions, community events, large picnic

gatherings, a 4th of July fireworks celebration, and more.

2.3. Riverwalk Phase II (30% design)

The Riverwalk Phase II Project will extend Phase I to the existing street network of Plymouth Street to the south which is approximately 2,780 feet from Phase I. The City expects Phase II to include additional overlooks, areas for cantilevered boardwalk, and/or pedestrian access down to the river. Phase II design will need to plan for an unknown public/private development interface on the Veneer Property. Phase II design will require coordination with the firm selected to design the roadway connections on the Veneer Property. The design will need to include a typical pedestrian connection design to the future roadway, although these exact connection locations may be unknown.

2.4. Permitting

The selected firm shall identify and prepare all documents necessary to comply with all local, state and federal regulations, including environmental. Potential permitting and approval agencies include but are not limited to:

- Federal agencies such as the US Army Corps of Engineers
- State agencies such as the Oregon Department of State Lands, the Oregon Department of Fish and Wildlife, Department of Environmental Quality and any other agencies governing waterways or habitat areas
- The City of St. Helens Building Department
- The City of St. Helens Planning Department
- The City St. Helens Public Works Department

2.5. Public Involvement

There is already a high level of community support for this project. The selected Consultant shall work with the City Communications Team, as identified by the City Administrator, to prepare a Public Involvement Plan which will help ensure project success. The Plan should include up to two outreach events (digital or in-person meetings and/or online surveys) to communicate progress and gather limited input on the final design. The main goal will be to educate the community on the design and the construction timeline. Whether the outreach takes the form of in-person meetings or digital meetings, the selected firm will be expected to create presentation documents, methods of gathering input, and provide staff support during the meetings.

City staff expects to contribute support in the form of preparing press releases, social media posts, and outreach via the City's other usual communication platforms. City staff will also present the proposed design documents (as prepared by the selected firm) to the City's volunteer Parks & Trails Commission and Planning Commission and relay feedback generated back to the selected Consultant for consideration.

2.6. Construction Management Services

During construction, the Consultant shall provide construction management services including, but not limited to, the following tasks:

- Prepare an agenda and facilitate the pre-construction meeting.
- Interpret construction contract plans and specifications as requested by the Contractor or the City.
- Review monthly progress and payment request.
- Review change order documents as required.
- Provide consultation for construction contract administration issue.
- Conduct daily site visits as necessary and prepare daily inspection reports.
- Maintain a redlined set of construction drawings indicating any changes to the original design.
- Prepare record drawings at the completion of the construction.

2.7. Proposed Budget

The City's proposed budget, including design, engineering, permit, and construction for Riverwalk Phase I, the Columbia View Park Amphitheater, and a 30% design for Riverwalk Phase II is \$1.75 million. Riverwalk Phase II will be constructed in a future phase.

3. PROJECT TEAM

All conceptual documents that the City has prepared for this Project have been included in **Attachment C**. These conceptual documents are subject to change with further documentation of the site conditions and vetting of the project design. A survey of Columbia View Park from 2008 which includes Ordinary High Water has been included in **Attachment D**. It is expected that the Contractor prepare a Project Team with qualifications in the following areas:

- Landscape Architecture
- Surveying
- Geotechnical Engineering
- Civil / Structural Engineering
- Electrical Engineering
- Environmental (as/if needed)
- Public Involvement
- In-Water Permitting (Pacific Northwest preferred)
Note: City expects impacts within Ordinance High Water
- Any other experts deemed necessary to complete the work as required

4. SUBMITTAL PROCEDURE

Consultants are encouraged to provide clear, concise proposals that contain only information required to respond to the needs of this project. Proposals shall be type written with the body text consisting of at least 12-point. Proposals shall be double sided. One page is one side of a single 8 ½" x 11" sheet.

Proposals should be prepared simply and economically, providing a straightforward, concise

presentation of the information requested.

Please submit **eight (8)** copies of the proposal. Sealed responses will be received at City Hall up to the hour of **3:00 p.m., Tuesday, December 8, 2020.**

Responses delivered later will not be accepted. The City of St. Helens is not responsible for delays in delivery. All responses shall be placed in a sealed envelope, which is clearly marked "St. Helens Riverwalk Project". **Responses by email or fax will not be accepted.**

Hand Delivery or by Mail

City of St. Helens
265 Strand Street
St. Helens, OR 97051
ATTN: John Walsh, City Administrator

4.1. Acceptance, Rejection, or Award of Proposals

The City reserves the right to cancel the contract award for the Project at any time before the execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of contract award. The City reserves the right to:

- Accept or reject any or all proposals received as a result of this RFQ
- To negotiate contract terms with qualified Consultant
- Take into consideration any or all information supplied by the Consultant in his/her proposal and the City's investigation into the experience and responsibility of the Consultant. In addition, the City may accept or reject proposals based on minor variations from the stated specifications, when such action is deemed to be in the City's best interest. Further, the City reserves the right to waive informalities in the submitted qualifications
- Award a contract to that respondent the City determines to be the most responsible and responsive to this RFQ. The successful Consultant shall commence work only after an agreement with the City is negotiated, a contract fully executed, and a notice to proceed has been issued

The City reserves the right to reject any or all responses received as a result of this Request for Qualifications. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- Failure of the Consultant to adhere to one or more of the provisions established in the Request for Proposals.
- Failure of the Consultant to submit a response in the format specified herein.
- Failure of the Consultant to submit a response within the time requirements established herein.

- Failure of the Consultant to adhere to ethical and professional standards before, during, or following the process.

The City may reject any response not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all responses upon a finding of the City that it is in the public interest to do so.

4.2. Cost of Preparing Proposals

The City is not liable for any costs incurred by a Consultant in the preparation and/or presentation of a Proposal. The City is not liable for any cost incurred by a Consultant in protesting the City's selection decision.

4.3. Changes to Solicitation by Addenda

The City reserves the right to make changes to the RFQ by written addendum. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by Addenda.

Addenda, if necessary, will be issued on the City's website, www.sthelensoregon.gov/rfps not later than seven (7) days prior to the RFQ closing date. The City will not mail notice of addenda but shall publish notice of any addenda on the City's website. It is the responsibility of the Consultant to check the webpage for any posted addenda and ensure that the submitted proposal includes said addenda. Questions must be received no later than November 20, 2020. Questions shall be submitted to Jennifer Dimsho at jdimsho@ci.st-helens.or.us or 503-366-8207.

Consultants are advised to check the City's website regularly for addenda. A prospective Consultant may request a change in the RFQ by submitting a written request via email to jdimsho@ci.st-helens.or.us. The request must specify the provision of the RFQ in question and contain an explanation of the requested change. All requests for changes to the RFQ must be submitted to the City no later than fourteen (14) calendar days prior to the RFQ closing date.

The City will evaluate any request submitted but reserves the right to determine whether to accept the requested change. Changes that are accepted by the City shall be issued in the form of an addendum to the RFQ.

All addenda shall have the same binding effect as though contained in the main body of the RFQ. No verbal instructions or information concerning the scope of work shall bind the City. Each Consultant is responsible for obtaining all addenda prior to submitting a Proposal. Receipt of each addendum shall be acknowledged on the Proposal Signature Page **Attachment A** as part of the Proposal.

5. SUBMITTAL CRITERIA

These instructions were developed to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the

proposal package must include all the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process. Each proposal shall not exceed the maximum number of pages for each section below.

- A. **Cover Letter (1 Page Maximum).** Describe the firm, address, telephone number, e-mail address, and the name of the primary project contact. Define lead entity and team members and highlight key components of the team's vision for the project. Indicate the physical location of the office where contract services are to be performed. The letter shall name the person(s) authorized to represent the consultant in any negotiations and the name of the person(s) authorized to sign any contract or agreement, which may result. The letter of interest must be signed by a legal representative of the Consultant firm or institution, authorized to bind the firm or institution in contractual matters. A statement in the letter shall specifically stipulate that the consultant accepts all terms and conditions contained in the RFP and the Personal Services Agreement (**Attachment B**).
- B. **Project Understanding (1 Page Maximum).** Include information demonstrating your understanding of the Project and the issues that you feel are critical for successful project completion. Identify Project opportunities and constraints.
- C. **Project Team (4 Page Maximum).** Describe the team you plan to assemble for the project and the roles that each member of the team has. Identify the primary contact for the project. Describe how each member of the team (both the firm and individual) will contribute to the successful completion of the project, by listing specific similar projects that each member has worked on. Describe who will be responsible to perform the various tasks, the amount of their involvement (in a specific percentage), and their qualifications. Project team qualifications related to the following topics are considered similar/relevant experience:
- ✓ Boardwalk/Waterfront Trails
 - ✓ Public/Private Interface
 - ✓ Waterfront Amphitheaters/Stages
 - ✓ Waterfront Park Design
 - ✓ Riparian Habitat Restoration
 - ✓ Projects with Geographic Proximity
 - ✓ Detailed Cost Estimation
 - ✓ Construction Management of Similar Projects

Consultant may submit individual resumes of key staff for this project. Individual resumes are considered an attachment to the Proposal and are not subject to page limitations of this section. However, *please limit each resume length to one page.*

- D. **Project Approach (4 Page Maximum).** The proposal should contain a detailed scope of services and technical approach to meet the objectives outlined in Section 2. This section shall include:
- ✓ Description of the tasks and activities, the methodology that will be used to accomplish them, and which team members will work on each task.

- ✓ Description of the public engagement strategy.
- ✓ Description of the deliverables that would result from each task and activity
- ✓ Assessment of permitting process, as well an approach to scoping any necessary tasks and studies which may not be determined at this time.
- ✓ Identification of points of input and review with staff and the public.
- ✓ Estimated timeline to complete each task. A graphic demonstrating the timeline is encouraged.

- E. **Relevant Experience (5 Page Maximum).** Provide summaries of no more than **five** projects of similar size and scope that you feel best highlight your specific qualifications. Provide basic data relative to the firm's size, history, personnel, general credits, qualifications, and certifications if relevant. Individual resumes, awards, associations, etc., should be included within this section. Why is your firm the best firm to select for this Project?
- F. **City Involvement (1 Page Maximum).** Provide a statement outlining anticipated involvement of City staff.
- G. **References (2 Pages Maximum).** Submit name, email, and phone numbers for **five** public clients (preferably for waterfront-related projects).
- H. **Proposal Signature Page.** Attachment A to be signed as acknowledgement of any addendums to this RFQ.

6. PROPOSAL SELECTION AND EVALUATION

The City will assign a committee made up of City Council, City staff, and community members to score, interview, and select the most qualified firm.

The committee will use the following selection process:

1. The RFQ will be reviewed and evaluated using the evaluation criteria below.
2. A short list of qualified candidates will be compiled.
3. The short-listed candidates will be invited to give a presentation and participate in an interview session with the selection committee. Interviews are tentatively scheduled for the week of January 11, 2021.
4. The committee will evaluate the short-listed candidates using the same evaluation criteria as the initial criteria.

This process should result in a recommendation to the City Council for their final decision by February 3, 2021. Once a final selection has been made, the City and the chosen consultant shall work jointly to refine a detailed scope of work and contract for services.

6.1. Evaluation Criteria

The criteria listed below will be used to evaluate the proposals and determine the short list of

candidates, and once presentations/interviews have been held, to determine the most qualified firm.

Project Understanding (5 points) – Evaluation of the Consultant’s project understanding. Attention will be given to the Consultant’s analysis of Project opportunities and constraints. How did the Consultant address and issues that are critical for successful project completion?

Project Approach (10 points) - Evaluation of consultant’s project approach to accomplish the tasks and deliverables set forth in the Scope of Work. Attention will be given to methodologies that will be used to accomplish the work, including permitting processes, public involvement, and the order and timeline of deliverables.

Project Team & Relevant Experience (15 points) - Evaluation of Project Team’s special area of expertise and the quality and relevancy of the projects listed as experience. Review of identified staff roles and specialty skills to ensure they are consistent with project needs. A review of the Consultant’s references and proven experience with similar size and scope projects and public agencies. If sub-consultants are proposed, what track record of successful partnership exists?

Capacity of the Firm (5 points) - Review of the Consultant’s level of staff time dedicated to the work, the proposed timeline for feasibility, quality of the consultant’s completed deliverables on past projects and the quality of service the firm. Evaluate the ability of the firm to respond quickly to tasks and challenges that may arise out of the Project. Are there other projects that may take away from the firm’s capacity to complete the project on time?

ATTACHMENT A – PROPOSAL SIGNATURE PAGE

The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Personal Services Contract, and associated inclusions and references, specifications, Proposal Form, Consultant response, mutually agreed clarifications, exceptions which are acceptable to the City, and all other Consultant submittals.

The undersigned hereby certifies and represents that the Consultant:

- has examined and is thoroughly familiar with the Request for Proposal
- has examined and is thoroughly familiar with the Personal Services Contract, and agrees to accept the contract terms, and execute such contract upon award
- understands that the City reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the City
- understands that all information included in, attached to, or required by this RFQ shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

Receipt of Addenda

Consultant acknowledges that ADDENDA NUMBERED _____ THROUGH _____ have been reviewed as part of the Request for Proposal.

Signature

The Consultant hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

CONSULTANT FIRM NAME

CONTACT PERSON

MAILING ADDRESS, CITY, STATE, AND ZIP CODE

FIRM TELEPHONE NUMBER

CONTACT PERSON TELEPHONE

EMAIL ADDRESS

PRINT NAME AND TITLE OF FIRM'S
AUTHORIZED REPRESENTATIVE

SIGNATURE OF FIRM'S AUTHORIZED
REPRESENTATIVE

DATE

ATTACHMENT B – PERSONAL SERVICES AGREEMENT (SAMPLE)

CITY OF ST. HELENS 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 _____ (“Contractor”).

RECITALS

A. The City is in need of consulting services to _____, 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 _____, and Contractor accepts such engagement. The principal contact for Contractor shall be _____, phone _____.

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 _____. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

5. Payment.

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

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

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

5.3 The City may suspend or withhold payments if Contractor fails to comply with 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
265 Strand Street
St. Helens, OR 97051

CONTRACTOR: _____

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. _____]

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: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Signature: _____

Print: _____

Title: _____

Date: _____

PERSONAL SERVICES AGREEMENT (SAMPLE)
ATTACHMENT A
SCOPE OF WORK

[TBD]

PERSONAL SERVICES AGREEMENT (SAMPLE)
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/NO
	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/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.

Certificates of Insurance shall be forwarded to:

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

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

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

PERSONAL SERVICES AGREEMENT (SAMPLE)
ATTACHMENT C
COMPENSATION

[TBD]

ATTACHMENT C – CONCEPTUAL PROJECT PLANS

1. Phase I Detailed
2. Phase II Detailed
3. Cross Section – Cantilevered Boardwalk
4. Cross Section – Inland Trail
5. Street Extensions



Request for Qualifications

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

Design, Construction, and Permit Documents

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

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



**CITY OF ST. HELENS, OREGON
REQUEST FOR QUALIFICATIONS
DESIGN, CONSTRUCTION AND PERMIT DOCUMENTS FOR THE
S. 1st AND STRAND STREETS, ROAD AND UTILITY EXTENSIONS**

The City of St. Helens, Oregon is seeking qualifications from licensed professional Engineering firms with the intent of contracting to submit all necessary permit applications and prepare design and construction documents, specifications, work schedules, construction cost estimates, and construction management services for the S. 1st and Strand Streets, Road and Utility Extension Project in St. Helens, Oregon.

Request for Qualifications (RFQ) packets may be obtained by visiting our website at <https://www.sthelensoregon.gov/rfps>

Questions regarding this RFQ should be directed to Sue Nelson at (503) 366-8223, email suen@ci.st-helens.or.us or Jenny Dimsho at (503) 366-8207, email jdimsho@ci.st-helens.or.us

Sealed responses for this RFQ will be received by the City Administrator up to 3 p.m. on **Tuesday, December 8, 2020**. Responses delivered later will not be accepted. The City of St. Helens is not responsible for delays in delivery.

All responses that are mailed through the USPS shall be addressed to the John Walsh, City Administrator at 265 Strand Street, St. Helens, OR 97051. Hand-delivered responses shall be delivered to City Hall at 265 Strand Street, St. Helens, OR 97051 by appointment only. To make an appointment to deliver a response, call City Hall at (503) 397-6272.

All responses shall be placed in a sealed envelope which is clearly marked "S. 1st Street and Strand Street Extension Project." **Responses by email or by fax will not be accepted.**

The City of St. Helens reserves the right to cancel this request or reject any and all proposals submitted or to waive any minor formalities of this call if in the judgment of the City Council the best interest of the City would be served.

John Walsh
St. Helens City Administrator

1. INTRODUCTION

St. Helens is a growing community of over 13,000 people located 30 miles north of Portland along U.S. 30. City leaders and community members recognized the need for a change on the waterfront when two large wood product industries left the community after years of declining profitability. Following the closures, the City was left with hundreds of acres of industrial brownfields located on the Columbia River. As underutilized riverfront property with stunning views, these properties provide an incredible opportunity to transform the future of the City.

With the intention of facilitating redevelopment in the community's best interest, the City leadership made the bold decision to purchase the properties in 2015. One of these properties is referred to as "the Veneer Property" due to its prior use as a wood veneer plant. This property is positioned in an area prime for mixed-use redevelopment as a natural extension of the City's historic downtown. There is interest from a developer in the northern two-thirds of the 22-acre site. The developer envisions the first phase as 55 mixed-use living units with retail on the bottom floor, followed by a high-end boutique hotel with 125 rooms with a restaurant and spa facility totaling over \$50 million in reinvestment. In order to move these redevelopment projects forward, the City has been working to secure funding to develop the street extensions, utilities, and public access to the river.

Through public engagements efforts which largely began in 2014, the City heard from residents that well-designed public access infrastructure along the Columbia River was the most important component of the redevelopment of the Veneer Property. This includes improving street, pedestrian, and bicycle connectivity by extending existing roadways into the Veneer Property and creating connections to existing roads, trails, and the future Riverwalk. These transportation improvements will facilitate safe access and multi-modal transportation with separate facilities for vehicles, bicyclists, and pedestrians. This is also the time to extend utilities through the site, including the relocation and potential upsizing of an existing sanitary sewer lift station.

Running parallel with this project is an RFQ for the design and engineering of the St. Helens Riverwalk project. The selected firm for this RFQ will be expected to coordinate on the Riverwalk design to ensure seamless pedestrian connections between the designs.

2. PROPOSED TIMELINE

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a consultant for the S. 1st and Strand Streets, Road and Utility Extension Project Design, Construction, and Permit Documents. This schedule is subject to change if it is in the City's best interest to do so.

Advertisement of Request for Proposal	November 5, 2020
Deadline for Consultants to Submit Questions or Changes	November 20, 2020
Last Date to Issue Addenda	December 1, 2020

S. 1st & Strand Streets, Road and Utility Extensions – Design, Construction, and Permit Documents RFQ

Deadline to Submit Qualifications	December 8, 2020
Evaluation of Qualifications: Shortlist	December 14, 2020
Presentations/Interviews of Shortlist	Week of January 11, 2021 (TBD)
Refinement of Scope of Work	January 27, 2021
Award of Contract	February 3, 2021
Commencement of Contract	February 5, 2021
Completion of Design Services	Fall 2021
Construction Bid	Fall/Winter 2021
Construction Completion	January 2023

2. SCOPE OF WORK

The S. 1st and Strand Streets, Road and Utility Extension Project (“the Project”) is one of the most important public infrastructure projects in the City’s history. The Project, along with the St. Helens Riverwalk project, will be instrumental in providing development opportunities for the greater Riverfront Redevelopment Project. The City expects the selected firm to be able to provide full roadway design, including alignment and cross sections; provisions for connections to trails and pathways including the future Riverwalk; public water, sanitary sewer, and storm drainage extensions and looped connections; and relocation of the existing sanitary sewer lift station currently located in S. 1st Street approximately 375 north of the southerly termination of the existing paved road. It is critical that the roadway design integrates with the Riverwalk design to ensure safe and cohesive pedestrian passages.

Conceptual project plans for this Project have been included in **Attachment C**. These conceptual plans are not binding. **The City expects that these conceptual project plans will change with further refinement and documentation of existing site conditions.**

The S. 1st and Strand Streets, Road and Utility Extension Project consists of:

1. All tasks associated the preparation of full plans, specifications, estimates, permitting, and bid assistance for the S. 1st Street and Strand Street roadway extensions, interconnections, and connection with Plymouth Street at the south end of the project.
2. All tasks associated with the preparation of full plans, specifications, estimates, permitting, and bid assistance for the extension of public utilities through the Veneer Property site.
3. All tasks associated with the preparation of full plans, specifications, estimates, permitting, and bid assistance for the relocation of the existing sanitary sewer lift station to a more centralized location on the Veneer Property site, including potential replacement of existing sanitary mains on S. 1st Street.

4. Bidding assistance and construction management services for all of the above-mentioned tasks.

2.1. S. 1st Street and Strand Street Extensions, Alignments

The Consultant will prepare a minimum of two potential right-of-way (ROW) alignments for the street extensions, including a list of pros and cons, illustrating the maximization of the area between the new road extension and the river by moving the ROW closer to the bluff along the west side of the property, or providing potential developable property between the bluff and the ROW by moving the road slightly closer to the river while still maintaining attractive parcels on the river side of the ROW. The conceptual alignments will include the extension of Strand Street and the intersection with the S. 1st Street extension. The City shall review these options and make a determination on which one to move forward with design.

The City expects the full street design to include sidewalks, bike lanes, on-street parking, crosswalk and intersection treatments, connections to existing and future pathways, lighting, furnishings, and potential areas for public art. Pathway connections will need to be fully ADA-compliant and wide enough to accommodate two-way pedestrian and bicycle traffic. The S. 1st Street extension includes approximately 1,720 feet of new roadway; the Strand Street extension is approximately 420 feet of new road construction.

2.2. S. 1st Street and Strand Street Extensions, Design

The Consultant will provide full construction drawings and specifications for the street extensions and tie-ins with existing streets.

The conceptual cross section for S. 1st Street was developed as part of the 2019 Riverfront Connector Plan and further refined for the (unfortunately unsuccessful) BUILD Grant application. It was conceived to have a somewhat flexible overall width of 60-80 feet. To optimize developable land on the Veneer Property, the BUILD Grant application identified the ROW width as 60-feet, with 10 foot shared travel lanes for vehicles and bicycles, 8-ft parallel parking lanes, 3.5-ft planting strips, and 8-ft sidewalks on each side.

Strand Street is closer to the Columbia River and the ROW width varies from 80 feet where it ties into the exiting portion of Strand Street, to 70 feet as it approaches the intersection with S. 1st Street. There is parking on both sides of the street, with head-in parking on the section parallel to the river based on community input expressing the desire to be able to park and watch the river pass by. The on-street parking is intended to double as booth space for the many events that are held in adjacent Columbia View Park and along the existing portion of Strand Street.

2.3. Utility Extensions and Lift Station Relocation

With the street extension plans and specifications, existing utilities in both S. 1st Street and Strand Street shall also be designed to extend along the full length of each street. These shall include looping the water mains from Strand to S. 1st, and connecting to the end of the main in

Plymouth Street at the south end of the project; extending and installing new storm drainage facilities, utilizing low impact designs if/where possible, taking into account on-going maintenance requirements; and extending the sanitary sewer and relocating Sanitary Lift Station #1 to a more centralized location on the Veneer Property and re-routing the existing pressure discharge to go directly to Plymouth Street and the Wastewater Treatment Plant main inflow system to the headworks. This will also likely include construction of new mains in the existing portion of S. 1st Street to allow for gravity flow to the new lift station location.

2.4. Permitting

The selected firm shall identify and prepare all documents necessary to comply with all local, state and federal regulations, including environmental. Potential permitting and approval agencies include but are not limited to:

- Oregon Department of Environmental Quality
- The City of St. Helens Building Department
- The City of St. Helens Planning Department
- The City St. Helens Public Works Department

2.5. Public Involvement

There is already a high level of community support for this project. The selected Consultant shall work with the City Communications Team, as identified by the City Administrator, to prepare a Public Involvement Plan which will help ensure project success. The Plan should include up to two outreach events (digital or in-person meetings and/or online surveys) to communicate progress and gather limited input on the final design. The main goal will be to educate the community on the design and the construction timeline. Whether the outreach takes the form of in-person meetings or digital meetings, the selected firm will be expected to create presentation documents, methods of gathering input, and provide staff support during the meetings.

City staff expects to contribute support in the form of preparing press releases, social media posts, and outreach via the City's other usual communication platforms. City staff will also present the proposed design documents (as prepared by the selected firm) to the City's Planning Commission and City Council and relay feedback generated back to the selected Consultant for consideration.

2.6. Bid Documents and Bidding Assistance

Consultant shall prepare a bid package and contractual documents suitable for bidding of the project. This will include, but is not limited to, drawings, special provisions, specifications, and an itemized bid schedule. The Consultant will provide technical assistance during the bid process, answer project questions presented by prospective bidders, prepare addenda if necessary, and assist in evaluating bids.

2.7 Construction Management Services

During construction, the Consultant shall provide construction management services including, but not limited to, the following tasks:

- Prepare an agenda and facilitate the pre-construction meeting
- Interpret construction contract plans and specifications as requested by the Contractor or the City
- Review monthly progress and payment request
- Review change order documents as required
- Provide consultation for construction contract administration issue
- Conduct daily site visits as necessary and prepare daily inspection report.
- Conduct project progress meetings with the City and Contractor as necessary
- Maintain a redlined set of construction drawings indicating any changes to the original design
- Prepare record drawings at the completion of the construction

2.7. Proposed Budget

The City's proposed budget, including design, engineering, permit, and construction for the S. 1st and Strand Streets, Road and Utility Extension Project is \$10 million.

3. PROJECT TEAM

All conceptual documents that the City has prepared for this Project have been included in **Attachment C**. These conceptual documents are subject to change with further documentation of the site conditions and vetting of the project design. A survey of Columbia View Park from 2008 which includes Ordinary High Water has been included in **Attachment D**. It is expected that the Consultant prepare a Project Team with qualifications in the following areas:

- Civil Engineering
- Landscape Architecture
- Surveying
- Geotechnical Engineering
- Environmental (if needed)
- Public Involvement
- Any other experts deemed necessary to complete the work as required

4. SUBMITTAL PROCEDURE

Consultants are encouraged to provide clear, concise proposals that contain only information required to respond to the needs of this project. Proposals shall be type written with the body text consisting of at least 12-point. Proposals shall be double sided. One page is one side of a single 8 ½" x 11" sheet.

Proposals should be prepared simply and economically, providing a straightforward, concise presentation of the information requested.

Please submit **eight (8)** copies of the proposal. Sealed responses will be received at City Hall up to the hour of **3:00 p.m., Tuesday, December 8, 2020.**

Responses delivered later will not be accepted. The City of St. Helens is not responsible for delays in delivery. All responses shall be placed in a sealed envelope, which is clearly marked "S. 1st and Strand Streets, Road and Utility Extension Project". **Responses by email or fax will not be accepted.**

Hand Delivery or by Mail

City of St. Helens
265 Strand Street
St. Helens, OR 97051
ATTN: John Walsh, City Administrator

4.1. Acceptance, Rejection, or Award of Proposals

The City reserves the right to cancel the contract award for the Project at any time before the execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of contract award. The City reserves the right to:

- Accept or reject any or all proposals received as a result of this RFQ
- To negotiate contract terms with qualified Consultant
- Take into consideration any or all information supplied by the Consultant in his/her proposal and the City's investigation into the experience and responsibility of the Consultant. In addition, the City may accept or reject proposals based on minor variations from the stated specifications, when such action is deemed to be in the City's best interest. Further, the City reserves the right to waive informalities in the submitted qualifications
- Award a contract to that respondent the City determines to be the most responsible and responsive to this RFQ. The successful Consultant shall commence work only after an agreement with the City is negotiated, a contract fully executed, and a notice to proceed has been issued

The City reserves the right to reject any or all responses received as a result of this Request for Qualifications. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- Failure of the Consultant to adhere to one or more of the provisions established in the Request for Proposals.
- Failure of the Consultant to submit a response in the format specified herein.

- Failure of the Consultant to submit a response within the time requirements established herein.
- Failure of the Consultant to adhere to ethical and professional standards before, during, or following the process.

The City may reject any response not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all responses upon a finding of the City that it is in the public interest to do so.

4.2. Cost of Preparing Proposals

The City is not liable for any costs incurred by a Consultant in the preparation and/or presentation of a Proposal. The City is not liable for any cost incurred by a Consultant in protesting the City's selection decision.

4.3. Changes to Solicitation by Addenda

The City reserves the right to make changes to the RFQ by written addendum. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by Addenda.

Addenda, if necessary, will be issued on the City's website, www.sthelensoregon.gov/rfps not later than seven (7) days prior to the RFQ closing date. The City will not mail notice of addenda but shall publish notice of any addenda on the City's website. It is the responsibility of the Consultant to check the webpage for any posted addenda and ensure that the submitted proposal includes said addenda. Questions must be received no later than November 20, 2020. Questions shall be submitted to Sue Nelson at suen@ci.st-helens.or.us or 503-366-8223, or to Jennifer Dimsho at jdimsho@ci.st-helens.or.us or 503-366-8207.

Consultants are advised to check the City's website regularly for addenda. A prospective Consultant may request a change in the RFQ by submitting a written request via email to suen@ci.st-helens.or.us. The request must specify the provision of the RFQ in question and contain an explanation of the requested change. All requests for changes to the RFQ must be submitted to the City no later than fourteen (14) calendar days prior to the RFQ closing date.

The City will evaluate any request submitted but reserves the right to determine whether to accept the requested change. Changes that are accepted by the City shall be issued in the form of an addendum to the RFQ.

All addenda shall have the same binding effect as though contained in the main body of the RFQ. No verbal instructions or information concerning the scope of work shall bind the City. Each Consultant is responsible for obtaining all addenda prior to submitting a Proposal. Receipt of each addendum shall be acknowledged on the Proposal Signature Page **Attachment A** as part of the Proposal.

5. SUBMITTAL CRITERIA

S. 1st & Strand Streets, Road and Utility Extensions – Design, Construction, and Permit Documents RFQ

These instructions were developed to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the proposal package must include all the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process. Each proposal shall not exceed the maximum number of pages for each section below.

- A. **Cover Letter (1 Page Maximum).** Describe the firm, address, telephone number, e-mail address, and the name of the primary project contact. Define lead entity and team members and highlight key components of the team's vision for the project. Indicate the physical location of the office where contract services are to be performed. The letter shall name the person(s) authorized to represent the consultant in any negotiations and the name of the person(s) authorized to sign any contract or agreement, which may result. The letter of interest must be signed by a legal representative of the Consultant firm or institution, authorized to bind the firm or institution in contractual matters. A statement in the letter shall specifically stipulate that the consultant accepts all terms and conditions contained in the RFP and the Personal Services Agreement (**Attachment B**).
- B. **Project Understanding (1 Page Maximum).** Include information demonstrating your understanding of the Project and the issues that you feel are critical for successful project completion. Identify Project opportunities and constraints.
- C. **Project Team (4 Page Maximum).** Describe the team you plan to assemble for the project and the roles that each member of the team has. Identify the primary contact for the project. Describe how each member of the team (both the firm and individual) will contribute to the successful completion of the project, by listing specific similar projects that each member has worked on. Describe who will be responsible to perform the various tasks, the amount of their involvement (in a specific percentage), and their qualifications. Project team qualifications related to the following topics are considered similar/relevant experience:
 - ✓ Roadway design
 - ✓ Utility design, sanitary sewer, storm drainage, water mains
 - ✓ Sanitary lift station design
 - ✓ Design of pedestrian facilities and "festival" streets
 - ✓ Brownfield development
 - ✓ Detailed Cost Estimation
 - ✓ Construction Management of Similar Projects

Consultant may submit individual resumes of key staff for this project. Individual resumes are considered an attachment to the Proposal and are not subject to page limitations of this section. However, *please limit each resume length to one page.*

- D. **Project Approach (4 Page Maximum).** The proposal should contain a detailed scope of services and technical approach to meet the objectives outlined in Section 2. This section shall include:

- ✓ Description of the tasks and activities, the methodology that will be used to accomplish them, and which team members will work on each task.
- ✓ Description of the public engagement strategy.
- ✓ Description of the deliverables that would result from each task and activity
- ✓ Assessment of permitting process, as well an approach to scoping any necessary tasks and studies which may not be determined at this time.
- ✓ Identification of points of input and review with staff and the public.
- ✓ Estimated timeline to complete each task. A graphic demonstrating the timeline is encouraged.

- E. **Relevant Experience (5 Page Maximum).** Provide summaries of no more than **five** projects of similar size and scope that you feel best highlight your specific qualifications. Provide basic data relative to the firm's size, history, personnel, general credits, qualifications, and certifications if relevant. Individual resumes, awards, associations, etc., should be included within this section. Why is your firm the best firm to select for this Project?
- F. **City Involvement (1 Page Maximum).** Provide a statement outlining anticipated involvement of City staff.
- G. **References (2 Pages Maximum).** Submit name, email, and phone numbers for **five** public clients (preferably for waterfront-related projects).
- H. **Proposal Signature Page.** Attachment A to be signed as acknowledgement of any addendums to this RFQ.

6. PROPOSAL SELECTION AND EVALUATION

The City will assign a committee made up of City Council, City staff, and community members to score, interview, and select the most qualified firm.

The committee will use the following selection process:

1. The RFQ will be reviewed and evaluated using the evaluation criteria below.
2. A short list of qualified candidates will be compiled.
3. The short-listed candidates will be invited to give a presentation and participate in an interview session with the selection committee. Interviews are tentatively scheduled for the week of January 11, 2021.
4. The committee will evaluate the short-listed candidates using the same evaluation criteria as the initial criteria.

This process should result in a recommendation to the City Council for their final decision by February 3, 2021. Once a final selection has been made, the City and the chosen consultant shall work jointly to refine a detailed scope of work and contract for services.

6.1. Evaluation Criteria

The criteria listed below will be used to evaluate the proposals and determine the short list of candidates, and once presentations/interviews have been held, to determine the most qualified firm.

Project Understanding (5 points) – Evaluation of the Consultant’s project understanding. Attention will be given to the Consultant’s analysis of Project opportunities and constraints. How did the Consultant address and issues that are critical for successful project completion?

Project Approach (10 points) - Evaluation of consultant’s project approach to accomplish the tasks and deliverables set forth in the Scope of Work. Attention will be given to methodologies that will be used to accomplish the work, including permitting processes, public involvement, and the order and timeline of deliverables.

Project Team & Relevant Experience (15 points) - Evaluation of Project Team’s special area of expertise and the quality and relevancy of the projects listed as experience. Review of identified staff roles and specialty skills to ensure they are consistent with project needs. A review of the Consultant's references and proven experience with similar size and scope projects and public agencies. If sub-consultants are proposed, what track record of successful partnership exists?

Capacity of the Firm (5 points) - Review of the Consultant's level of staff time dedicated to the work, the proposed timeline for feasibility, quality of the consultant’s completed deliverables on past projects and the quality of service the firm. Evaluate the ability of the firm to respond quickly to tasks and challenges that may arise out of the Project. Are there other projects that may take away from the firm’s capacity to complete the project on time?

ATTACHMENT A – PROPOSAL SIGNATURE PAGE

The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Personal Services Contract, and associated inclusions and references, specifications, Proposal Form, Consultant response, mutually agreed clarifications, exceptions which are acceptable to the City, and all other Consultant submittals.

The undersigned hereby certifies and represents that the Consultant:

- has examined and is thoroughly familiar with the Request for Proposal
- has examined and is thoroughly familiar with the Personal Services Contract, and agrees to accept the contract terms, and execute such contract upon award
- understands that the City reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the City
- understands that all information included in, attached to, or required by this RFQ shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

Receipt of Addenda

Consultant acknowledges that ADDENDA NUMBERED _____ THROUGH _____ have been reviewed as part of the Request for Proposal.

Signature

The Consultant hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

CONSULTANT FIRM NAME

CONTACT PERSON

MAILING ADDRESS, CITY, STATE, AND ZIP CODE

FIRM TELEPHONE NUMBER

CONTACT PERSON TELEPHONE

EMAIL ADDRESS

PRINT NAME AND TITLE OF FIRM'S
AUTHORIZED REPRESENTATIVE

SIGNATURE OF FIRM'S AUTHORIZED
REPRESENTATIVE

DATE

ATTACHMENT B – PERSONAL SERVICES AGREEMENT (SAMPLE)

CITY OF ST. HELENS 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 _____ (“Contractor”).

RECITALS

A. The City is in need of consulting services to _____, 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 _____, and Contractor accepts such engagement. The principal contact for Contractor shall be _____, phone _____.

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 _____. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

5. Payment.

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

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

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

5.3 The City may suspend or withhold payments if Contractor fails to comply with 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
265 Strand Street
St. Helens, OR 97051

CONTRACTOR: _____

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. _____]

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: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Signature: _____

Print: _____

Title: _____

Date: _____

PERSONAL SERVICES AGREEMENT (SAMPLE)
ATTACHMENT A
SCOPE OF WORK

[TBD]

PERSONAL SERVICES AGREEMENT (SAMPLE)
ATTACHMENT B
INSURANCE REQUIREMENTS

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES/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.

Certificates of Insurance shall be forwarded to:

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

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

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

PERSONAL SERVICES AGREEMENT (SAMPLE)
ATTACHMENT C
COMPENSATION

[TBD]

ATTACHMENT C – CONCEPTUAL PROJECT PLANS

1. Conceptual extension alignment
2. BUILD Grant conceptual cross sections

ATTACHMENT C - STREET EXTENSIONS CONCEPTUAL PLANS

Preliminary Design Subject to Change
Date: 5/5/2020



I. Project Description

The **BUILD ST. HELENS: Community Revitalization & Regional Recovery** project (St. Helens Riverfront project) will reopen the St. Helens, Oregon, waterfront to a new generation of economic and recreational activities centered around a thriving, walkable downtown Riverfront District. The new transportation infrastructure on the St. Helens waterfront will create opportunities for **regional employment, recreation, tourism, mixed-use brownfield redevelopment, and riparian habitat restoration.**

St. Helens is a designated rural area situated on the west bank of the Columbia River, with more than 13,400 people claiming the community as home. The location of a former lumber mill (known as the Veneer Mill), the Riverfront District served as the region's industrial employment hub for generations. Global market forces caused mill closures, forcing the City leaders to embrace the economic changes and make bold moves to reinvent itself.

The St Helens' Riverfront District is well-positioned to reclaim its place as a rural, regional center of activity. The proposed street connections will fill in the community's transportation infrastructure gap to create a complete "business loop" from the city's major arterial highway (US 30), to the existing Riverfront District, as described below and mapped in Section II - Project Location. Also located on the property is the St. Helens Riverwalk Project, which will construct an initial 400 feet of boardwalk and concrete paths along the banks of the Columbia River within an existing city park. This concurrent project, which will be funded by leveraging Oregon state and local resources, runs parallel with this multi-modal street connection project, compounding the economic and livability impacts of both projects.

THE CHALLENGES

The 22-acre St. Helens Riverfront project site offers a half mile of Columbia River shoreline with stunning natural views of the confluence of the Columbia River and the Multnomah Channel, Mt. Hood, and Mt. St. Helens. Despite the site's wealth of natural beauty, due to its industrial past, it is currently disconnected from the existing downtown street network. The St.

Helens Riverfront project will reconnect the local and regional community to this transformative waterfront property by completing a vital roadway connection that will form the **backbone for future phases of private investment** on the brownfield site.

THE SOLUTION

Revitalization of the property will be accomplished by **connecting the existing roadway at the north end of the site to the existing roadway to the south and improving existing intersections along the main corridor downtown.** Simultaneously, in partnership with other state and local funders, the City will construct the St. Helens Riverwalk Phase I, which includes over 400 feet of boardwalk and concrete paths between Columbia View Park to the north and Tualatin Street to the south.

These transportation improvements will facilitate safe access and multi-modal transportation with separate facilities for vehicles, bicyclists, and pedestrians.

The roadway network will be connected by:

- » Extending **S. 1st Street** approximately 1,720 feet through the subject property to the existing roadway to the south at Plymouth Street with a complete street that includes sidewalks, landscaping, on-street parking on both sides, and cyclist facilities
- » Extending **Strand Street** 600 feet south and west to connect to the new S. 1st Street extension with a complete street that includes extra wide sidewalks, on-street parking on both sides, landscaping, and cyclist facilities

S. 1ST STREET

The extension of the S. 1st Street is approximately 1,720 feet of new complete street construction. The cross section shown in Figure 1 has right-of-way width of 60 feet to allow for 10-foot shared travel lanes and on-street parallel parking for both vehicular and bicycle travel. On the west side of the street, planter strips with street trees and stormwater treatment swales will create a green edge between the street and the surface parking lots proposed at the base of the bluff. On the east side, adjacent to future development, street trees can be planted in tree wells or with tree grates to create a more urban pedestrian environment and wider, effective sidewalk width.

THE STRAND STREET - A

In order to effectively accommodate the existing developed roadway along the Strand Street, the City has developed two cross sections, labeled A and B. Strand Street - A is approximately 420 feet of new road construction. Strand Street - A has a right-of-way width at 80 feet—20 feet wider than its Local Street designation to accommodate the cross section design along the already developed portion of Strand Street. It allows for wide sidewalks along the west side adjacent to the commercial frontage to accommodate outdoor seating and displays of goods. The street includes on-street parking for new development and events on either side of the street: parallel parking on the west side and head-in parking on the east side facing the new park expansion and riverfront. This design is based on community desire for space to park and watch the river pass by. These on-street parking spaces can also double as booth space for events such as markets, fairs, art walks, and other programming.

Figure 1: S. 1st Street Cross Section

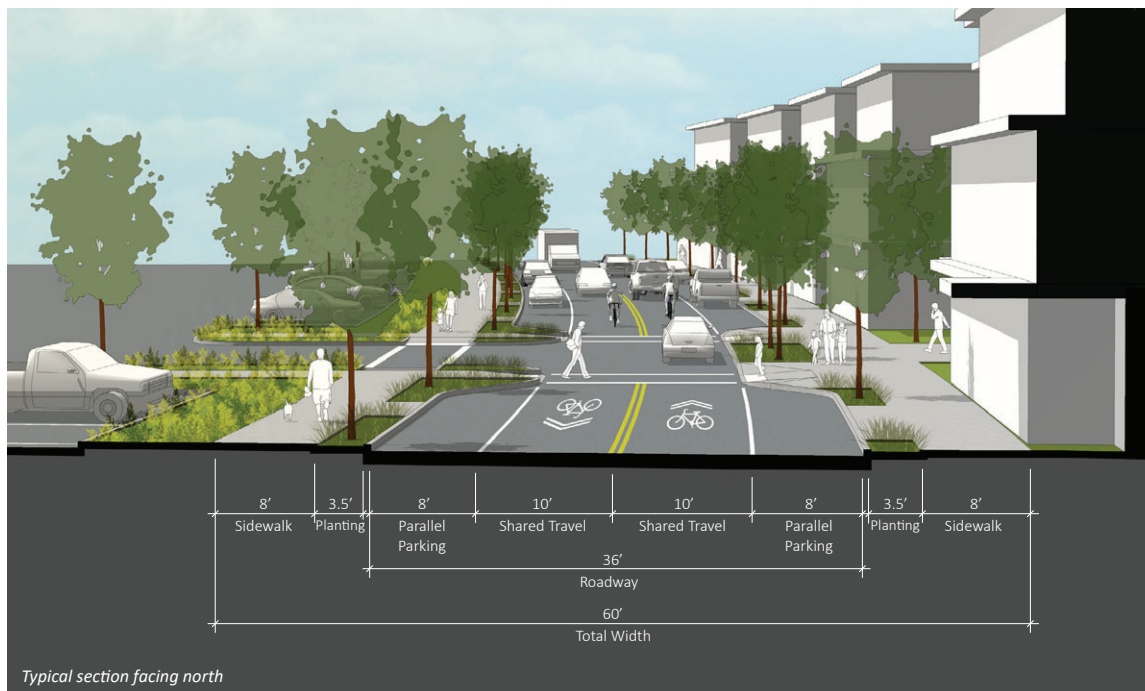


Figure 2: Strand Street Cross Section – A

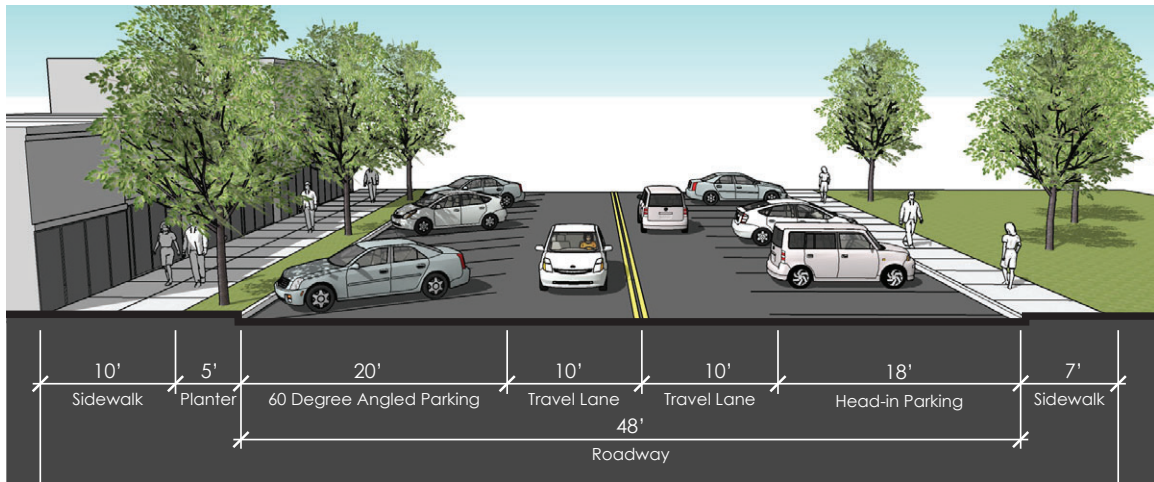
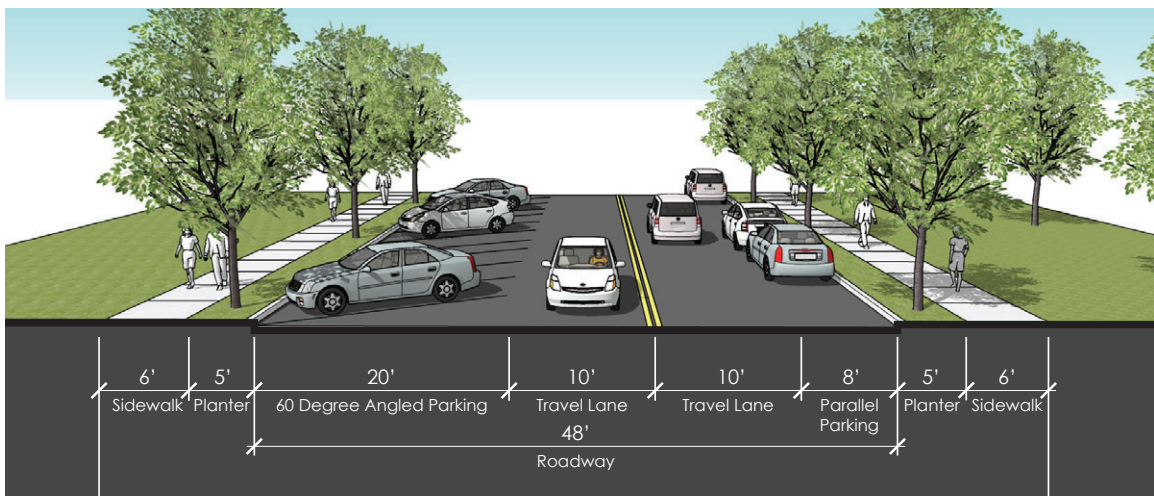


Figure 3: Strand Street Cross Section – B



THE STRAND STREET - B

The Strand Street - B is approximately 380 feet of new roadway construction. Strand Street – B has a right-of-way width at 70 feet. This cross section begins at a mid-block crossing which is about halfway in between the intersection of Cowlitz Street to the north and the intersection with S. 1st Street to the southwest. The main difference between The Strand Street – A and B is instead of head-in parking

along the east side, this cross section includes parallel parking. There are also minor adjustments to the sidewalk widths and landscaping strips.

St. Helens Public Library Collection Development Policy

Library Mission:

The St. Helens Public Library is dedicated to providing optimal access to the best vocational, educational and recreational information to the people of the Greater St. Helens area in order to promote and encourage lifelong learning, self-development and life enhancement.

Purpose:

This policy is to guide collection development of the St. Helens Public Library by:

- Outlining procedures for procuring items
- Creating parameters for the types of items held by the Library to ensure that our collections remain current and responsive to the needs of our community
- Ensuring that materials are easily accessible through appropriate formats and technologies

Procurement of Materials:

Library staff select materials for the collection based on the needs and interests of the community. The Library welcomes input from the community concerning the collection. Patron suggestions will be evaluated based on:

- Community needs and interests
- Item cost and availability
- Ease of cataloging and circulation
- Potential for an item to complement or support library offerings
- The balance of the overall collection

Selection Criteria:

Materials are selected by staff members for their:

- Literary or artistic merit
- Accuracy
- Utility
- Recreational and entertainment value
- Current or historical interest
- Scholarship

Proposed
10/14/2020

Item selection is guided by but not limited to:

- Industry reviews
- Best-seller lists
- Staff or patron recommendations

SHPL strives to maintain a collection that includes materials on a variety of subjects and points of view, in keeping with the community's interests and needs. Each item must be considered with appropriate standards for its type and audience and the suitability of its format for a library collection.

SHPL emphasizes quality rather than quantity, balancing the value of and demand for materials. Final decisions are based on the value and interest of the item to the public, regardless of selectors' personal values, opinions, or biases. These standards apply equally to purchased and donated materials.

Guidelines for Following Selection Criteria:

SHPL is responsible for ensuring a robust collection that must include materials that serve a wide range of ages, reading skills, and educational backgrounds.

- Staff will endeavor to select materials in languages commonly spoken at home by SHPL patrons
- SHPL will be attentive to special commercial, industrial, cultural, and civic enterprises of the area
- SHPL will acquire state and local historical materials
- While SHPL strives to meet the needs of all its patrons, some special interest items may not be purchased and instead may be borrowed through interlibrary loan
- SHPL does not acquire textbooks or other curriculum-based materials unless such materials also serve a broader interest
- Purchase requests from patrons will be assessed according to the general selection policies

Access:

Items are cataloged and organized in the collection according to common library standards:

- Type of material
- Target audience
- Dewey classification
- Alphabetically

Items frequently subject to damage or theft or of high value may be controlled to protect materials for future patrons.

Children are not limited to the juvenile collections; rather juvenile materials are kept together to facilitate ease of use. Responsibility for a child's selections lies solely with the parent/guardian. The parent/guardian who chooses to limit their child's access to certain materials should so advise their child.

Proposed
10/14/2020

Donations:

SHPL accepts most donations of materials as outright gifts, reserving the right to evaluate and dispose of such donations in accordance with our donation policy.

Donations may be tax-deductible; SHPL will issue a receipt upon request but will not assign value.

Donations not added to the collection may be given to the Friends of the St. Helens Public Library, used to support library programming, or in any other way the library deems reasonable.

Evaluation of Collection and Weeding:

The Library will evaluate the continued circulation of materials based on:

- Circulation data
- Physical condition
- Currency
- Accuracy of information presented in material
- Staff input

Items that do not check out often, are in poor condition, prove too difficult or costly to maintain, or no longer support the mission of the Library will be withdrawn from the collection.

Request for Reconsideration of Library Material:

The St. Helens Public Library recognizes that some materials may be controversial and that any given item may offend some patrons.

Selection of materials will not be made based on anticipated approval or disapproval, but solely based on the principles stated in this policy.

Library materials will not be marked or identified to show approval or disapproval of their contents, and no library material will be sequestered except to protect it from damage or theft.

Although materials are carefully selected, differences of opinion can arise regarding suitable materials. If a patron desires that an item be withdrawn from or restricted within the collection, they may complete a "Resource Reconsideration Request" form which is available in the library.

The Library Director will decide what, if any, action is appropriate for the item in question, and will notify the patron, explaining the decision.

If the patron is not satisfied with the Library Director's decision, the item will be referred to the St. Helens Public Library Board for further review.

Materials under review shall not be removed from use during the reconsideration process.

Proposed
10/14/2020

St. Helens Public Library Circulation Policy

How to sign up for a library card with the St. Helens Public Library

To sign up for any library card at the St. Helens Public Library (SHPL), proof of identity and proof of address are required. A valid Oregon Driver's license with your current address may be used as both proof of identity and proof of address (this includes temporary IDs and IDs with address change stickers). Patrons age 16 or older must be present with their ID to sign up for a library card.

All cards except business license cards are active for one year and must be renewed by showing proof of identity and address.

1. Proof of Identity includes:
 - a. Any state driver's license
 - b. Any state ID
 - c. US Passport
 - d. US Military ID (with photo)
 - e. Green card
 - f. Tribal ID (with photo)
 - g. Oregon Concealed Handgun License
2. Proof of address must match the name on your proof of ID and can include:
 - a. Oregon driver's license with current residential address
 - b. Oregon state ID with current residential address
 - c. Rental agreement
 - d. County tax statement
 - e. Utility bill
 - f. Voter registration card
 - g. Pay stub
 - h. Bank statement
 - i. Insurance statement or card
 - j. Vehicle title or registration card
 - k. First class mail

Card Types

Resident cards:

1. Resident cards offer patrons full borrowing privileges at no cost.
 - a. Checkouts may include:
 - i. Up to 10 DVDs or Blu-rays total
 - ii. Up to 50 of any other items in the library's collection total
 - iii. No more than 50 items total may be checked out on an account at any time.
 - b. Resident cards have full access to digital services (Library2Go, Freegal, Flipster, etc.)
2. Resident status within St. Helens city limits is determined by local tax codes (tax codes 0201, 0202, 0291, and 0294)
3. To sign up for a resident card you will only need proof of identity and proof of address.
4. Residents may also sign up children and teens under 16 for *juvenile resident cards*. These accounts must be made by an adult who will act as the responsible party for the cardholder. Juvenile cards may be made by the responsible party at any time using their own proof of identity and address. Juvenile cards cannot check out Library of Things items or cultural passes, however checkout allowances for juvenile resident cards are otherwise the same as standard resident cards.
5. Both resident cards and juvenile resident cards must be renewed after one year from the date created by showing proof of address and identity.

Non-resident cards:

1. Those who live outside of the city limits of St. Helens as determined by local tax codes (codes 0201, 0202, 0291, and 0294) may sign up for a non-resident card with proof of identity and address.
 - a. Non-resident card fees are \$10 for a quarterly (3 month) card and \$35 for a yearly (12 month) card. Non-resident fees are assessed per household and multiple cards may be created at no extra cost. The first card created will be considered the "primary" account to which other accounts are attached.
2. Non-resident cards offer the same checkout privileges and limits as resident cards:
 - a. Up to 10 DVDs or Blu-rays total
 - b. Up to 50 of any other items in the library's collection total
 - c. No more than 50 items total may be checked out on an account at any time.
3. Non-resident cards have full access to digital services (Library2go, Freegal, Flipster, etc.)
4. Non-residents may also sign up children and teens under 16 for *juvenile non-resident cards*. Juvenile cards must be associated with an adult who will act as a responsible party. Juvenile cards may be made by the responsible party at any time. Non-resident juvenile cards cannot check out Library of Things items or cultural passes, however checkout allowances for juvenile cards are otherwise the same as non-resident cards.

5. Non-resident cards must be renewed after their active period ends by providing proof of identity and address, as well as paying the appropriate fee (\$10 for a quarterly card, \$35 for a yearly card).
6. To create additional library cards attached to the primary account, all rules regarding proof of address and identity apply. The primary cardholder must be present to make additional cards and will be considered the responsible party to all associated cards.

Passport cards:

Standard passport cards:

1. Passport cards are free, reciprocal library cards available through the Oregon Library Passport Program. Only people with an active library card at a participating library (your “home library”) may sign up for a passport card. A list of participating libraries is available at <https://www.olaweb.org/passport-directory>.
 - a. Checkouts may include:
 - i. Up to 5 Items (Books, DVDs, audiobooks, etc.) may be checked out on a passport account at any time.
 - b. Passport cards do not have access to cultural passes, Library of Things items, or some digital services (Library2Go, Freegal, and Flipster).
2. Items must be checked out and returned to their originating library.
3. To sign up for a passport card you will need to provide proof of identity and address, as well as your active “home library” card.
4. Passport cardholders may sign up teens under 16 for *juvenile passport cards*. Juvenile passport cards must be associated with an adult who will act as the responsible party. Juvenile cards may be made by the responsible party at any time. Limits for juvenile passport cards are the same as adult passport cards.
5. Both passport cards and juvenile passport cards must be renewed after one year from when they are created by showing their active home library card and proof of address and identity.

Scappoose passport cards:

1. Scappoose passport cards are free, reciprocal library cards available to cardholders of the Scappoose Public Library through the Oregon Library Passport program. Scappoose passport cards may only be made by active members of the Scappoose Public Library.
 - a. Checkouts may include:
 - i. Up to 10 DVDs or Blu-rays total
 - ii. Up to 50 of other items in the library's collection total
 - iii. No more than 50 items total may be checked out on an account at any time.
 - b. Scappoose passport cards do not have access to cultural passes, Library of Things items, or some digital services (Library2Go, Freegal, and Flipster).
2. Items must be checked out and returned to their originating library.
3. To sign up for a Scappoose passport card you will need to provide proof of identity and address, as well as your active Scappoose library card.
4. Scappoose passport cardholders may sign up children and teens under 16 for *juvenile Scappoose passport cards*. Juvenile passport cards must be associated with an adult who will act as the responsible party. Juvenile cards may be made by the responsible party at any time. Limits for juvenile passport cards are the same as adult Scappoose passport cards.
5. Both Scappoose passport cards and juvenile Scappoose passport cards must be renewed after one year from when they are created by showing an active Scappoose library card and proof of address and identity.

Business license library cards:

1. Non-residents who have a licensed business in St. Helens may qualify to register for a business license library card. Business licenses must be current to qualify for a business license library card. Please contact the library director for more details.
 - a. Checkouts may include:
 - i. Up to 10 DVDs or Blu-rays total
 - ii. Up to 50 of any other items in the library's collection total
 - iii. No more than 50 items total may be checked out on an account at any time.
2. Business license library cards are active until the end of the calendar year in which they were created and must be renewed after that point by providing an updated business license.
3. To sign up for a business license library card, you must provide your proof of identity and address as well as an original copy of your current business license.
4. Business license library card holders may provide a letter listing the people who will be using the library card.

Library Usage Policies:

Cardholder rights and responsibilities:

1. The cardholder is responsible for returning all items checked out on time and in good condition.
2. The cardholder agrees to pay for any lost or damaged items.
3. Possession of a library card is considered permission to use that library card. Those whose names do not match the information listed on the account may not discuss what items are checked out on the account, discuss fees on the account, or make changes to account information. If you would like to allow these privileges to someone other than the cardholder, they must be made an *authorized user* by presenting their proof of identity while the cardholder is present.
4. Cardholders are expected to notify the library of a lost or stolen card, or they will be held liable for any items checked out.
5. Proof of identity may be used as an alternative to a library card
6. Cardholders must keep personal and contact information (address, phone number, e-mail, name changes etc.) up to date on their account.

Checkout periods:

1. The standard check-out period is 21 days for all items in the library's collection except cultural passes.
2. *Cultural passes* have a 3-day checkout period except for the *Oregon State Parks Parking Pass* which may be checked out for 7 days.

Renewing items:

1. Items may be renewed for an additional 21 days up to 3 times.
2. Items cannot be renewed in the following cases:
 - a. If another patron has a hold on an item.
 - b. The item is marked "new."
 - c. The item is from the Library of Things or Cultural Pass collections.
 - d. The account has already reached the 3-renewal limit on the item.
 - e. The account meets any of the conditions listed below in "Checkout restrictions."

Checkout restrictions:

1. Cardholders may not check out any items and their account may be blocked if fines exceed \$10 or are older than 6 months.
2. Cardholders may not check out items if their account is expired until it has been renewed.
3. Lost or damaged items on an account will result in a blocked account until they have been paid for or returned.
4. Additional items may not be checked out if the total checkouts exceed the total limit for the card type. DVD/Blu-ray limits will not prevent cardholders from checking out additional, non-DVD/Blu-ray items within their total item limit.
5. All accounts may be subject to a “relationship block” if any account with the same responsible party meets any of the previous conditions.

Placing holds:

1. Patrons may place as many items on hold as their card allows. Holds may include items currently checked out to another borrower or items currently available in the library.
2. Patrons will be contacted by phone or by e-mail when their holds are available to be picked up.
3. Patrons have up to 7 days to retrieve their hold, except for cultural passes which may be held for 3 days. After that period, the item will be taken out of hold status and shelved.

Purchase requests:

1. Patrons may submit a purchase request form for items that are not currently available at the library. The request will be processed based on the library’s criteria (availability, pricing, publication date, etc.) and may be added at that time. If an item is added, the person who submitted the request form will have a first hold on that item. A purchase request is not a guarantee that an item will be added to the library’s collection.

Interlibrary Loans:

1. Patrons may make interlibrary loan (ILL) requests on items that are not currently available in our collection but are available at nearby libraries. An ILL request is not a guarantee that the item will be made available.
2. Due dates for ILL items will be set based on due dates set by the lending library.
3. There is a postage fee of \$3 for all ILL items.
 - a. Items that are determined to be unavailable for ILL will have the \$3 postage fee refunded in full.
4. ILL items may not be renewed and will accrue overdue fines
5. Patrons may lose ILL privileges if items are not returned by their due date or are returned in poor condition.

Fines and Fees

Overdue fines:

1. Overdue fines are \$0.15 per day per overdue items.
 - a. Adult DVDs accrue fines of \$0.50 per day per item.
 - b. Cultural passes accrue fines of \$1.50 per day per item.
2. All items from the Youth collection do not accrue overdue fees.
3. Overdue fines are capped at \$10 per item or at the replacement cost of the item, whichever is less.

Damaged items:

1. Damaged items are items that have been returned in a condition that prohibits them from being further circulated in the library's collection. Examples may include items that have been extensively water damaged, are moldy or have mildew, have been in contact with hazardous materials, or have been otherwise physically damaged beyond repair.
 - a. When possible, library staff will do their best to repair items returned with minor damage.
2. The replacement cost of damaged items is based on the list price of that item.
3. Patrons may keep damaged items they have paid for.
4. Damaged items will prevent a patron from checking out further items until the damaged item has been paid for.
5. We cannot accept replacement copies for damaged items.
6. The following is a sample letter notifying the cardholder of a damaged item:

Dear [Patron],

*Library materials that had been checked out on your card # **24018000XXXXXX** were recently returned to the library in damaged condition.*

*The item(s) listed below were returned to the library on **XX/XX/XXXX**. Due to damages to the materials, the library must assess a replacement cost for each item. Please note that there may be additional overdue fees which may have been charged to your account. If you have items out, they may not be renewed until this matter is resolved.*

The item(s) in question are:

[Item(s) listed along with the replacement cost(s)]

Please come to the library to make arrangements to pay these charges at your earliest convenience. If you are unable to pay the entire amount, please call and make arrangements for a payment plan.

Please understand that our intention is to maintain our library's collection by replacing lost or damaged materials. We will hold the items for viewing for 30 days. After that, they will be disposed of and no longer available for your inspection.

If you have questions, please contact me.

Sincerely,

[Staff member]

Lost items:

1. Overdue items receive three notices by mail or e-mail before they are considered lost. The item will accrue the corresponding late fee during this time. The timeline for the lost process is:
 - a. 1st notice: 1 week after the item is considered overdue
 - b. 2nd notice: 2 weeks after the item is considered overdue
 - c. Final notice: 3 weeks after the item is considered overdue.
 - i. At this time, the item is considered "Lost" and the account will be prohibited from checking out or renewing items until the item is returned or paid for. The item will no longer accrue additional late fees.
 - ii. The final notice will always be sent by mail.
2. Items may be self-declared lost in situations where the patron is certain the book is irretrievable and is ready to pay for the item at that time.
3. Lost items must be either returned in good condition or paid for in order to reinstate borrowing privileges.
4. Once an item is paid for, there is a 3-month period during which the cost of a lost item may be refunded if it is returned in good condition.
 - a. To receive a refund, the patron must provide both the original receipt and the orange "lost item" slip they received at the time of payment.
 - b. Late fees accrued on a lost item will not be refunded if the item is returned
5. Sample overdue notice letter:

"You have items overdue. If this is not your final notice, you may renew your items online at www.ci.sthelens.or.us/library or by telephone 503.397.4544. Please note you may have additional overdue fines not listed on this notice."

- a. There will also be an itemized list of the overdue items, as well as an indication of 1st/2nd/final notice.
- b. Final notices will have a red "final notice" stamp at the top.

6. *Collections*: Items that have not been returned within 6 weeks of their due date may be sent to collections.
 - a. The item is considered “lost” 3 weeks after the item is overdue.
 - b. Patrons may be sent to collections for library materials. A notice will be sent out at 4 weeks overdue, notifying the patron that they have 14 days to return or pay for outstanding materials.
 - c. The following is a sample letter reminding the patron about outstanding materials or fines which may be sent to collections:

Dear [Patron],

*The purpose of this letter is to remind you that you have outstanding materials from the St. Helens Public Library checked out on card number **24018000XXXXXX**. These items are now in “Lost” status. Please return the following items in good condition to the St. Helens Public Library or pay the replacement fees within 14 days to avoid this account balance being turned over to a collections agency.*

[Item(s) listed along with the replacement cost(s)]

If you have any questions, please do not hesitate to contact the St. Helens Public Library at (503)-397-4544.

*Respectfully,
St. Helens Public Library*

Complete list of fines and fees:

1. Overdue adult books, magazines, audio records, and CDs: **\$0.15 per day**
2. Overdue adult DVDs: **\$0.50 per day**
3. Overdue cultural passes: **\$1.50 per day**
4. Interlibrary loan postage fee: **\$3.00**
5. Lost and damaged items: **List price**
6. Cultural pass replacement: **\$30**
7. Lost card replacement: **\$2**
8. Lost or damaged CD and DVD cases: **\$5**
9. Lost or damaged CD and DVD inserts: **\$7**
10. Barcode label replacement: **\$2**

St. Helens Public Library Confidentiality Policy

The St. Helens Public Library maintains the privacy and confidentiality of its patrons and follows all guidelines outlined by the American Library Association's Code of Ethics. In accordance with Oregon Revised Statutes 192.355(23), the following records are exempt from disclosure:

The records of a library, including:

- (a) Circulation records showing use of specific library material by a named person.
- (b) The name of a library patron together with the address or telephone number of the patron.
- (c) The electronic mail address of a patron.

The library may gather and retain the following information about current library users:

- (a) Information required to register for a library card, including
 - (i) Name
 - (ii) Address
 - (iii) Phone number
 - (iv) Email address
 - (v) Birthdate
 - (vi) ID number
- (b) Records of material checked out, fees owed, and payments made.
- (c) Electronic access information.
- (d) Requests for interlibrary loan and reference services.
- (e) Registration for library classes and programs.

Records may be disclosed to other parties in the following instances:

- (a) To the legal guardian of a minor.
- (b) With the consent of the authorized user(s) of the patron account.
- (c) To contracted employees of the St. Helens Public Library
- (d) Upon court order, upon order of the district attorney, or where otherwise required by law.

The library takes reasonable steps to ensure data security, including:

- (a) Purging or shredding records no longer needed.
- (b) Automatically removing records of browsing history, files downloaded, passwords, etc. from public computers at the end of each session.

These practices comply with federal, state, and local laws, as well as with the City of St. Helens' professional ethics policy.



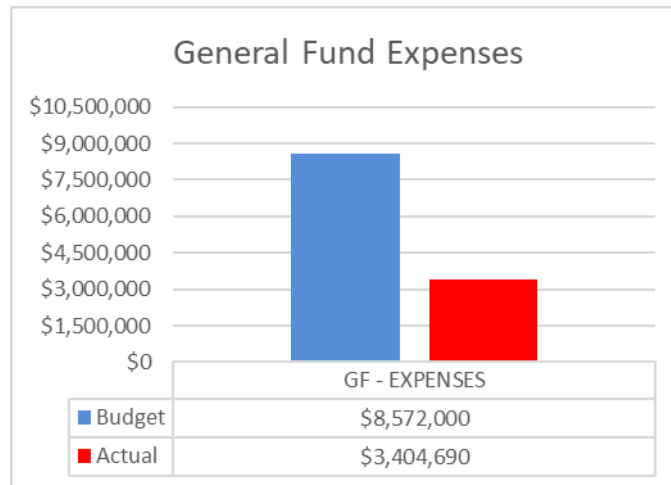
For all graph representations; **BLUE** = Budget **RED** = Actuals

QUICK TAKES:

- In the General Fund, expenses are at 40%. This is partly due to increased expenditures from COVID. Many of these expenses are reimbursable from State/Federal Funding. Police Department expenses appear at 52%, this is because 2 very large departmental yearly expenses happen at the beginning of the year (internal IT and Equipment Fund charges).
- Community Enhancement Fund appears high for revenue. This is due to the revenue of COVID State/Federal reimbursements.
- Enterprise (Water/Sewer/Storm) remain strong even through COVID
- Single Family Residential Permits for this past quarter were at 21... an all time high for St. Helens in recent history. Building/Planning/Engineering remain VERY busy with projects!

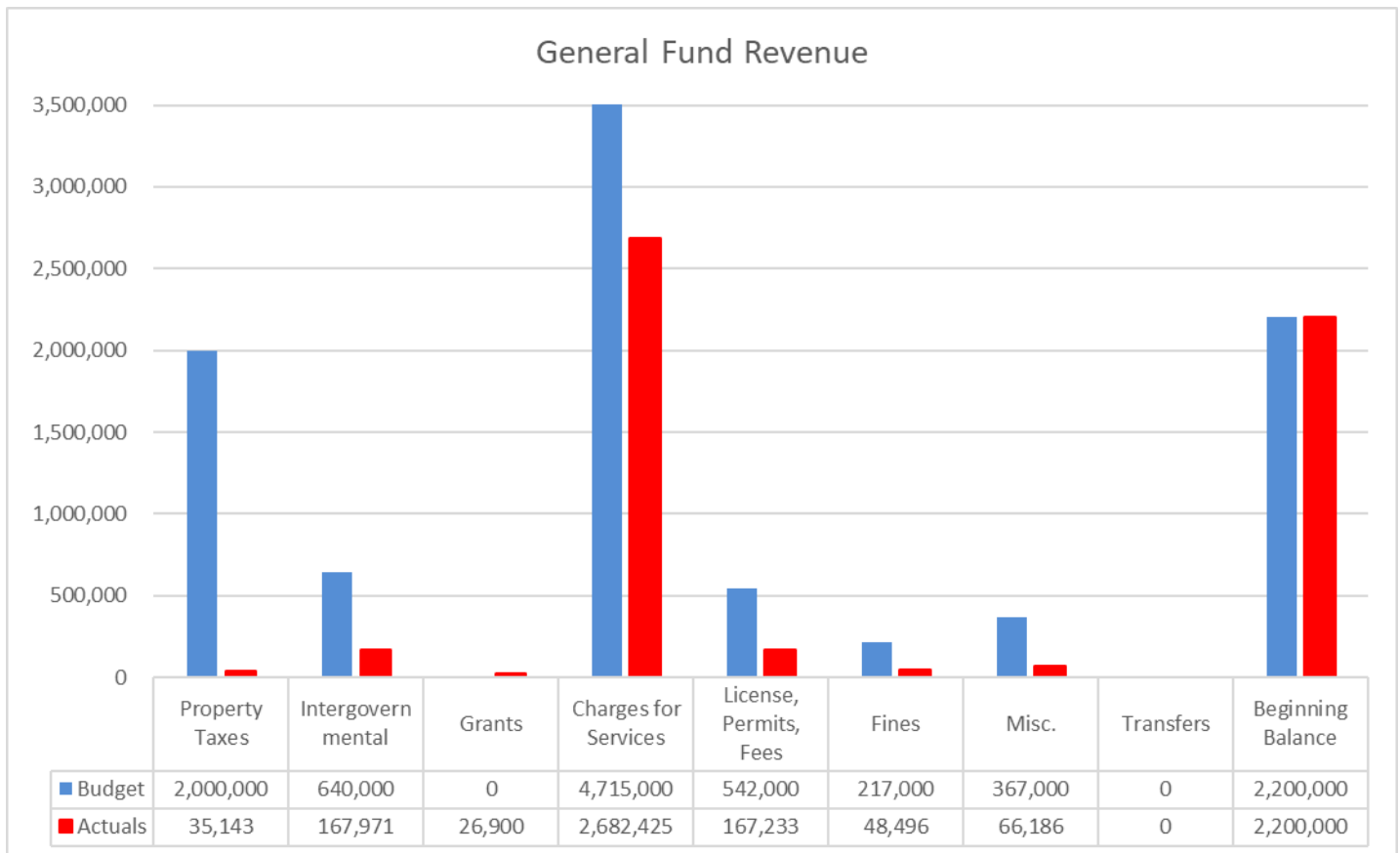
General Fund – Overview

The City has received 39% of the budgeted revenues for fiscal year.

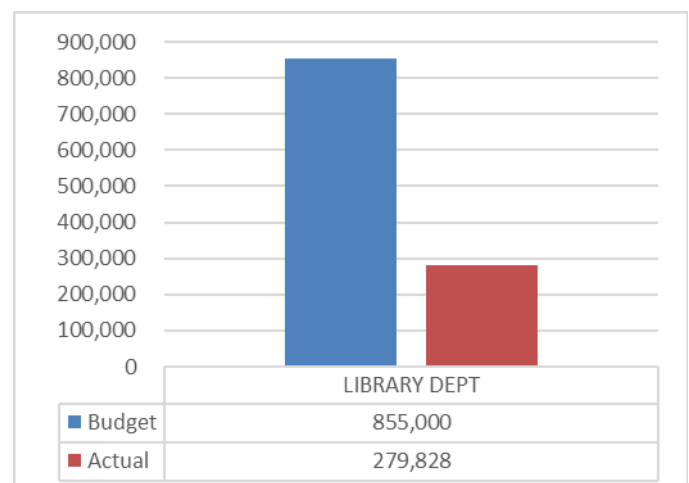
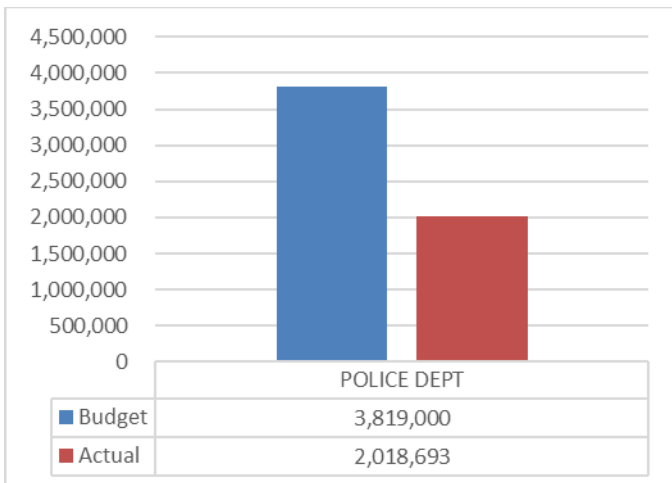
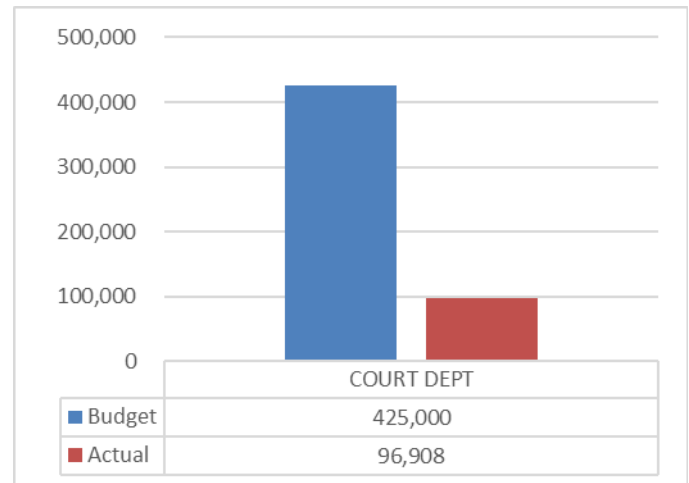
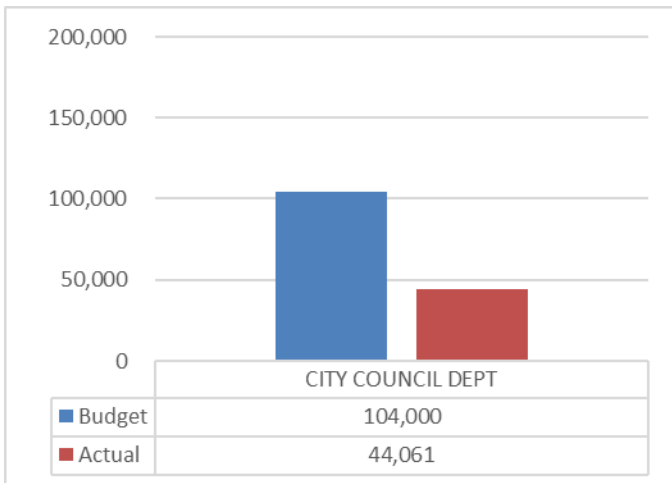
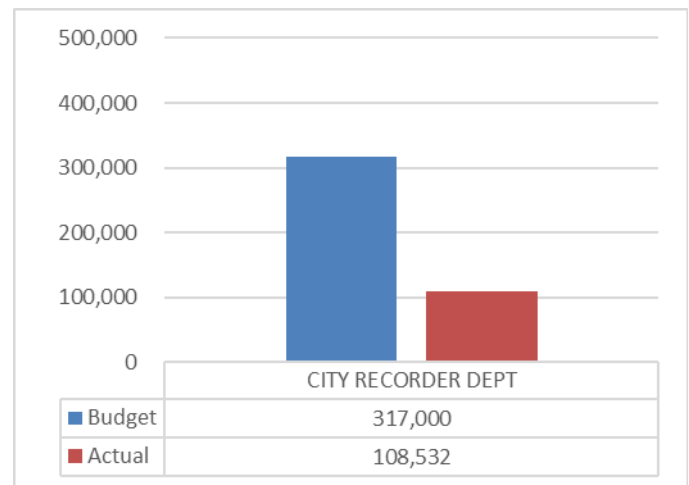
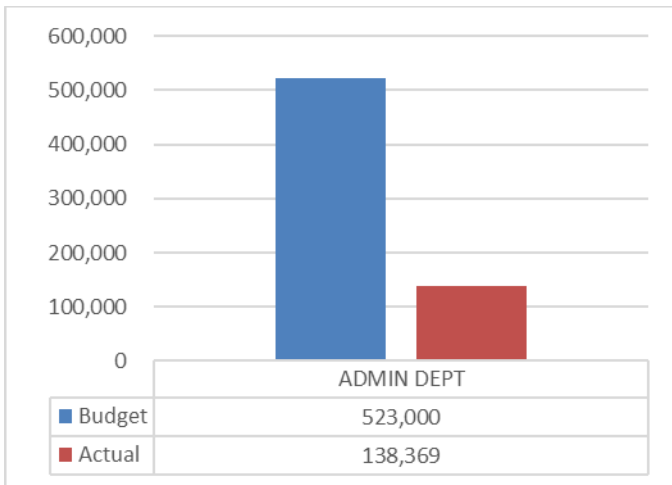


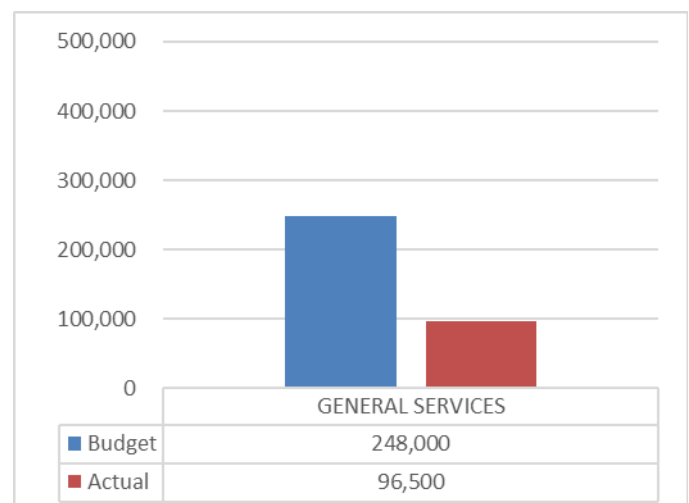
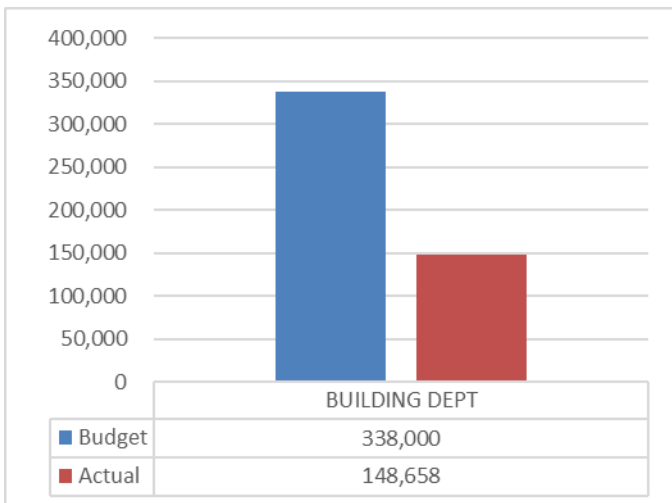
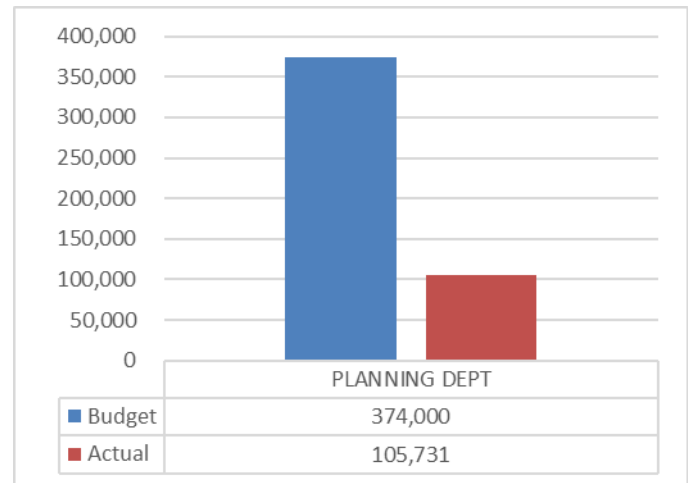
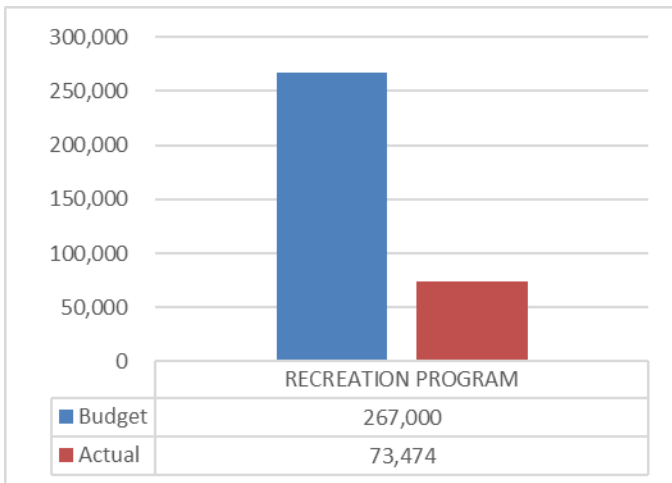
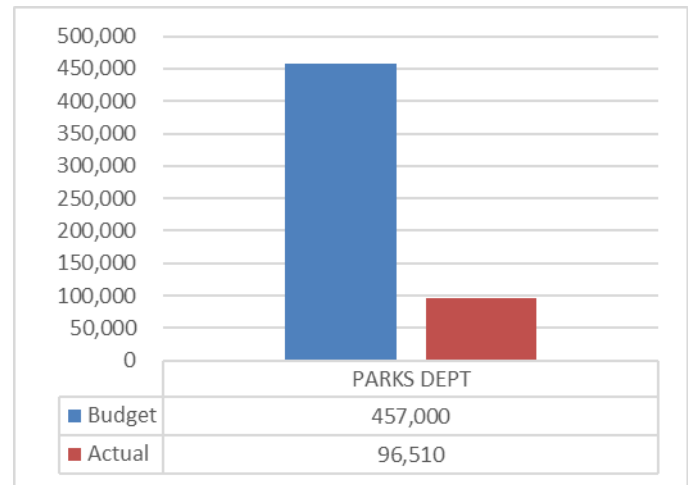
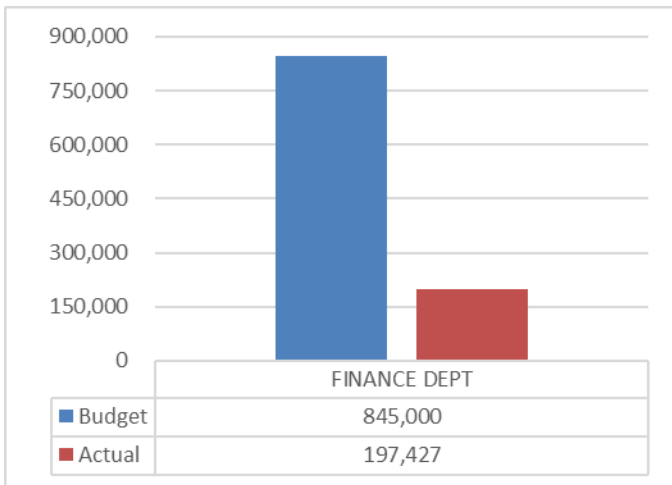
General Fund – Revenue by Category

This graph displays the General Fund Revenue in separate categories.

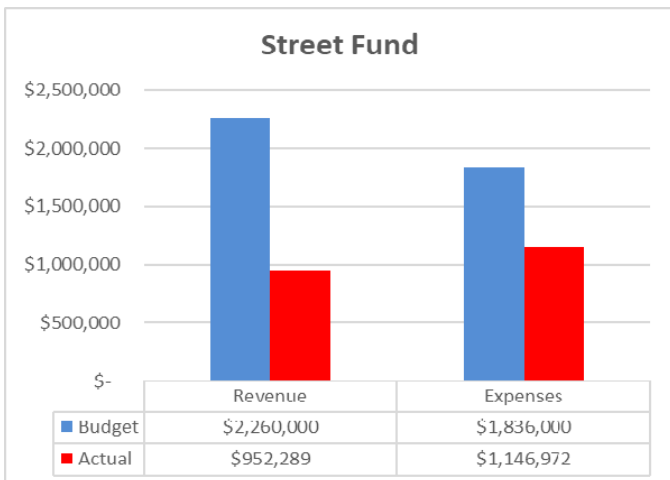
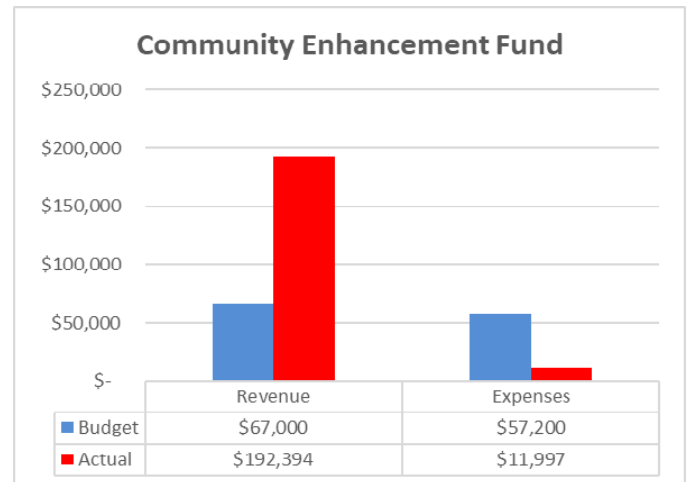
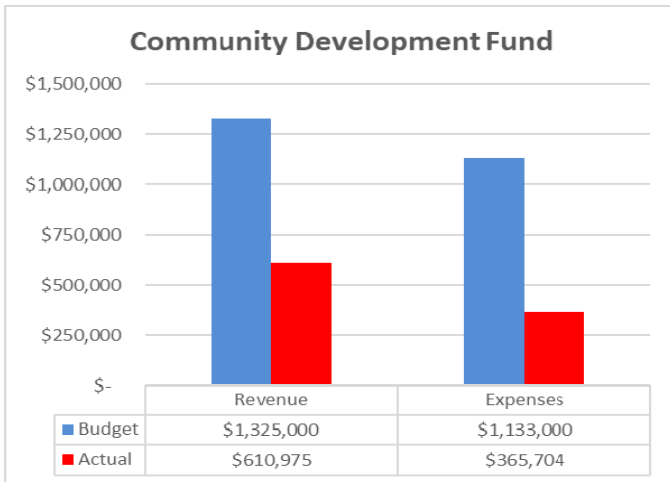


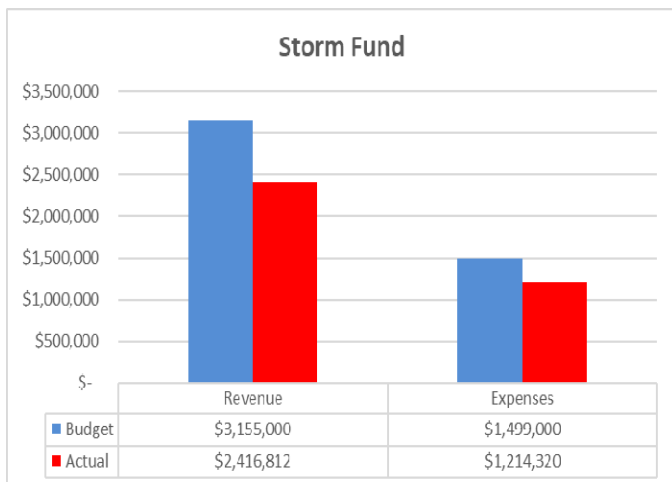
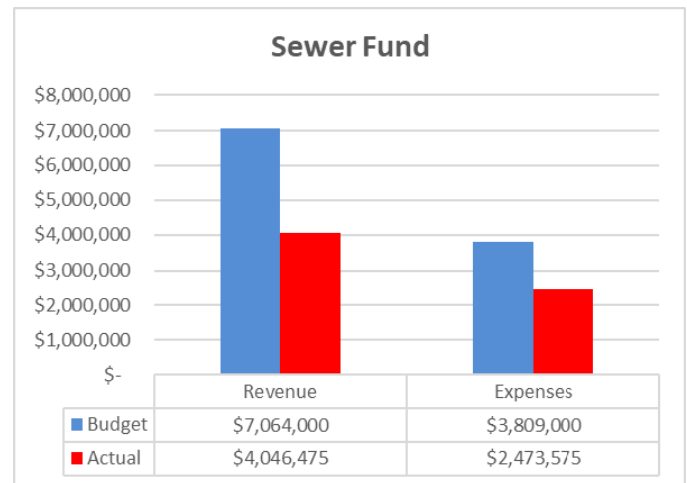
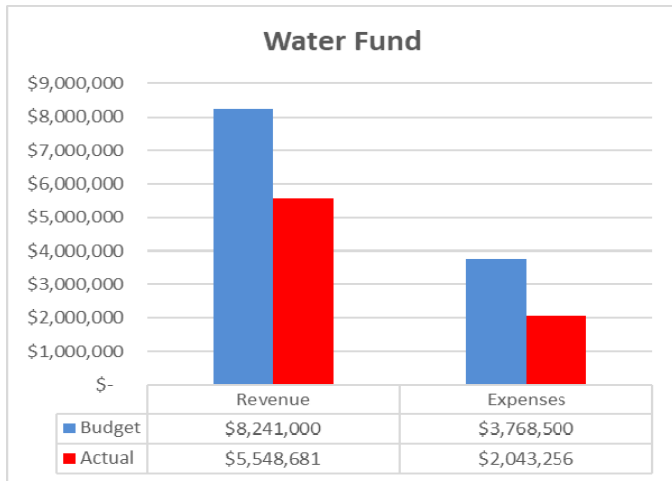
General Fund Expenditures by Department

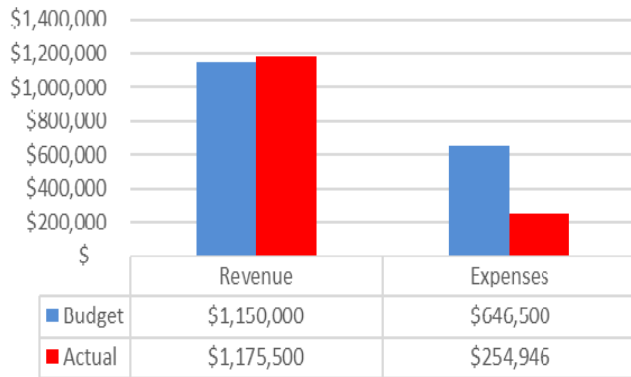
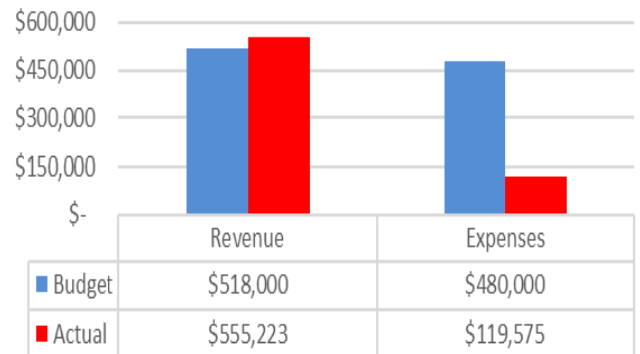
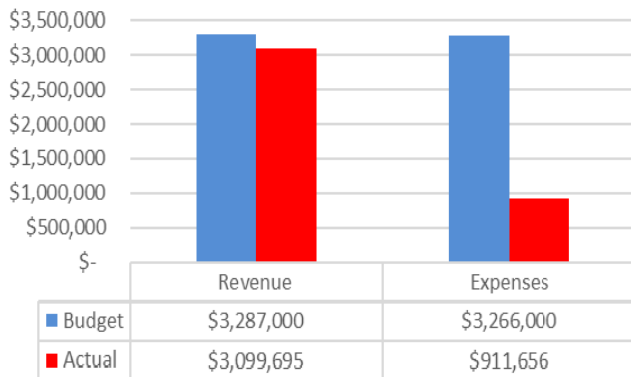


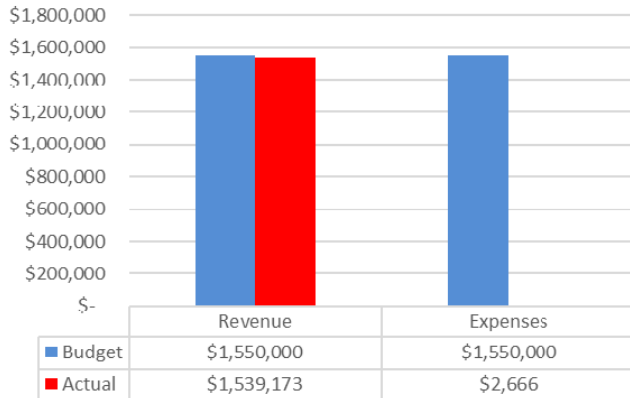
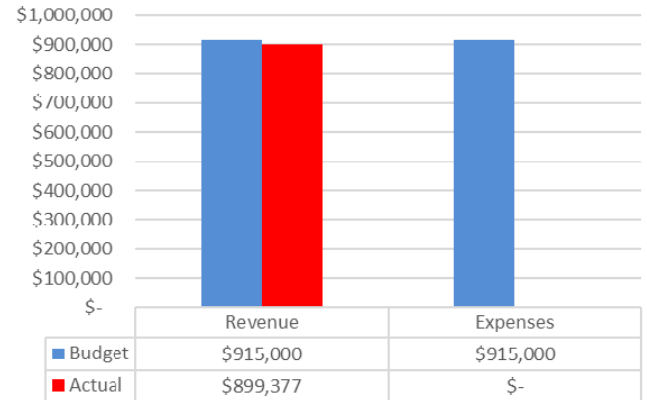
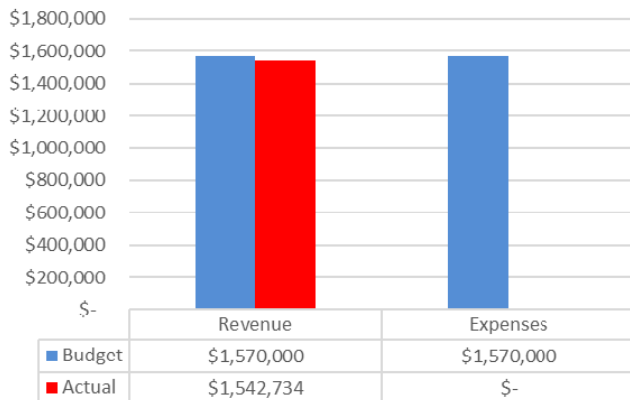
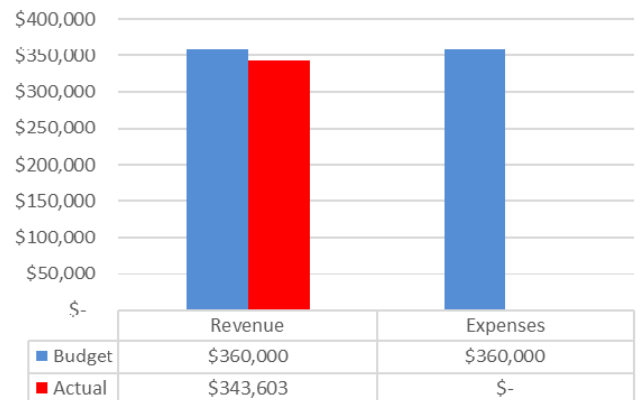
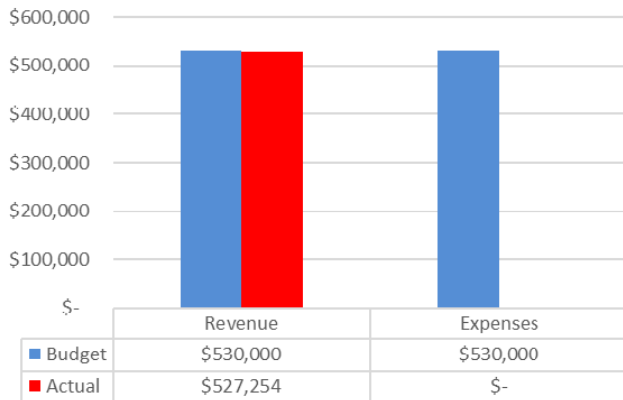


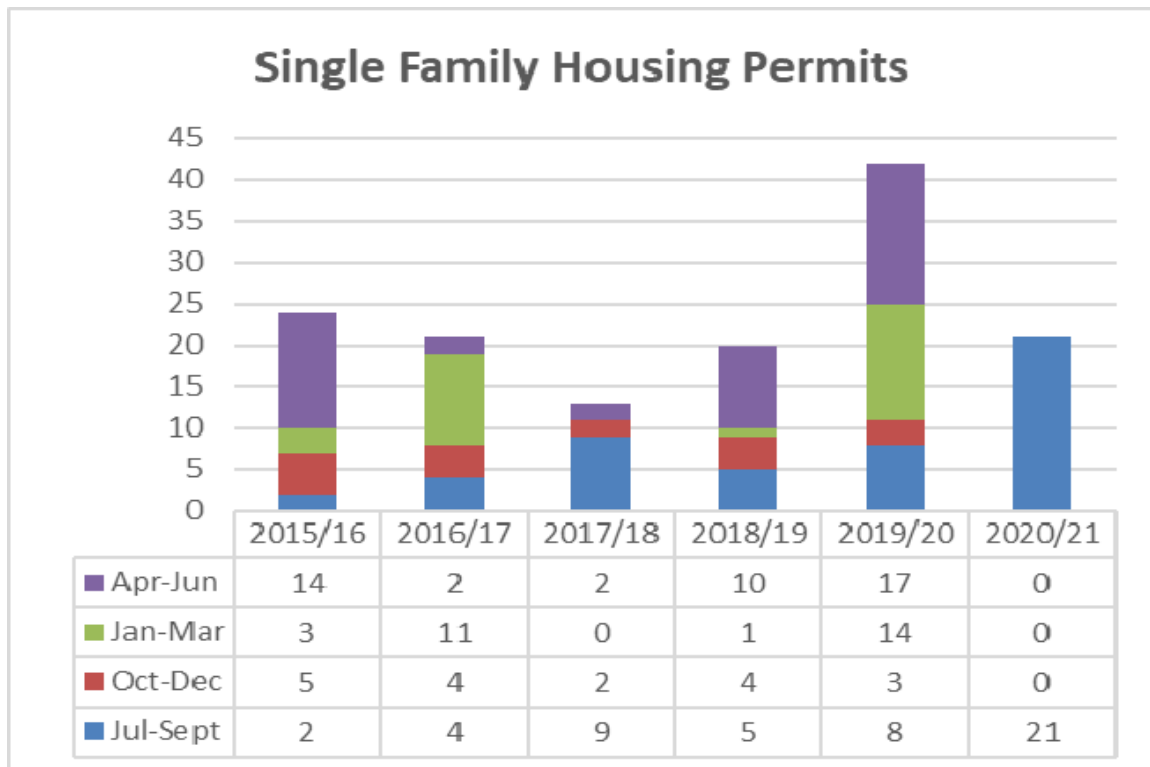
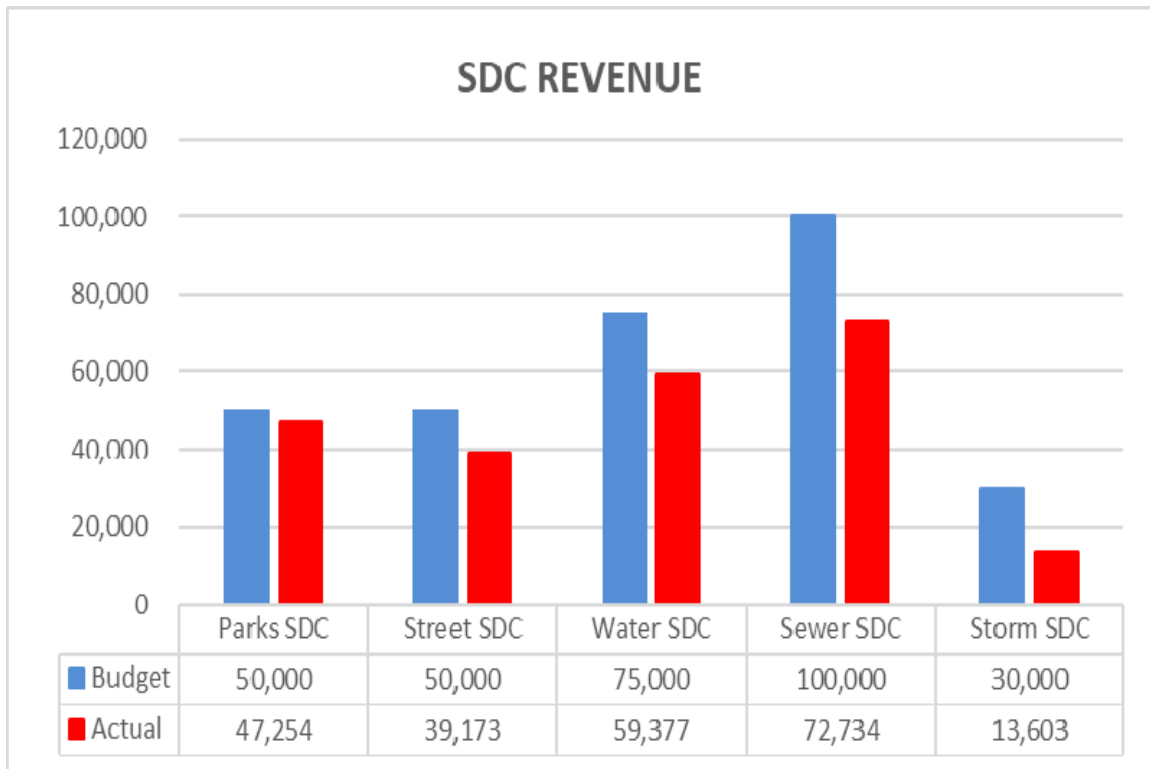
SPECIAL REVENUE FUNDS




ENTERPRISE FUNDS

INTERNAL SERVICE FUNDS**Equipment Fund****IT Fund****Public Works Operations**

SDC FUNDS**Streets SDC****Water SDC****Sewer SDC****Storm SDC****Parks SDC**

SDC & DEVELOPMENT OVERVIEW

PUBLIC WORKS MEMO

To:	The Mayor and Members of City Council	
From:	Sue Nelson, Interim Public Works Director	
Date:	13 October 2020	
Subject:	August Public Works Department Activity Summary	

Engineering

1. Working with Contractor on submittal review; preparing to start the N. Vernonia sidewalk project.
2. Re-advertised the Campbell Park Sport Courts Installation project.
3. Working with Consultant on the sanitary sewer and storm drain master plan updates.
4. Working with Planning and the City Administrator on the Industrial Business Park and waterfront development projects.
5. See complete report.

Parks

In addition to mowing, general parks maintenance, watering street trees, and collecting garbage:

1. Removed graffiti from Columbia View and Campbell Park restrooms multiple times.
2. Assisted with setting up Halloweentown.
3. Repaired sprinklers at McCormick ballfields, the Veterans Memorial, S. 18th St. and the Library.
4. Replaced deceased street trees.
5. See complete report.

Public Works Operations & Maintenance

1. Re-installed seating in the Columbia Center auditorium (3 days work).
2. Worked to set up Halloweentown.
3. Installed new catch basin on N. 4th Street and upsized a 4" storm line on S. 18th Street.
4. Several staff assisted with removal of a fallen tree on S. 8th Street.
5. Serviced and/or made repairs on 43 vehicles and/or equipment.
6. Responded to seven after-hours call outs.
7. See complete reports.

Water Filtration Facility

1. Produced 48.7 million gallons of filtered drinking water, an average of 1.62 million gal/day.
2. Completed facility maintenance, interviewed applicant for vacant position.
3. See complete report.

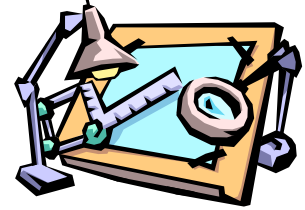
Waste Water Treatment Plant

1. Had starters replaced on pumps at Pump Station #4.
2. Continued repairs on headworks screen #2 started last month.
3. Performed annual inspection at ORPET.
4. Started prepping wetwells at pump stations for oncoming fall and winter higher flows.
5. See complete report.



Engineering Department Status Report

13 October 2020



Most of the restrictions implemented in March by the City, County, and State due to the COVID-19 pandemic continue to remain in place. Although contractors and Public Works employees continue to work, various safety precautions have been instigated including social distancing, restricting the number of people in a vehicle, increased frequency of hand washing, mandatory hand sanitizer in vehicles, also have soap and clean water available on job sites if possible or required if hand sanitizer is not available. Private contractors and City employees are required to follow these rules.

In addition to the above requirements, the staff at the City Shops remain working a staggered schedule to reduce the number of people that are in the building before each shift and during breaks and lunch. This makes it possible for them to maintain social distancing protocols. City Hall offices are closed to the public and available by appointment only. The WWTP staff is working an altered schedule to reduce the amount of time that they would be in close proximity to each other since they are working within a lab and/or office environment more frequently than the Operations staff at the Shops and at the Parks Department.

DEVELOPMENT PROJECTS

Greystone Estates Subdivision

Staff has been working with the Developer to finalize the project. There are a few minor improvements that remain to be completed but the project is nearing completion.

St. Helens Place Apartment Project

No change in status: Construction is continuing to finish the remainder of the apartment buildings.

Brayden Street Storage Building

Construction of the public improvements is underway. This includes street and sidewalk construction on Matzen and Brayden Streets, water main extension, and storm drain improvements.

Hanna's Place Development

Working with the project engineer to complete the bonds.

Control Solutions Development at McNulty & Industrial Way

No change in status: Work is continuing on the storm drain and frontage improvements for this new light industrial development at the corner of McNulty and Industrial Way.

Grocery Outlet at Violette's Villa Property

The plans have been approved, the pre-construction meeting was conducted and work has started on the public utility and street improvements associated with the new Grocery Outlet across from the new Legacy Health building.

St. Helens Industrial Business Park Development

Continuing to work on various aspects of the Industrial Business Park master plan. The completed master plan will be instrumental in providing utilities and access to multiple potential industrial sites within the Business Park.

STREET AND TRANSPORTATION PROJECTS

N. Vernonia Road Sidewalk Project

Staff has been working with the Contractor, Emery and Sons, reviewing submittals and preparing for construction. On a parallel track, we will be having approximately 15 trees removed in the coming weeks to make room for the sidewalk construction. We have not received the Contractor's schedule or held the pre-construction meeting, so no starting date has been set. They have several months to complete the project, which helps take into account construction during the fall and winter weather and helps to keep project costs down.

Columbia Boulevard Sidewalk Safe Routes to School Grant Project

Design work is progressing on the sidewalk on Columbia Boulevard that will connect the new sidewalk at Gable Road with the existing sidewalks on Sykes Road. Additional crosswalk safety improvements will be included in the design.

ADA Ramp Project

Staff has been preparing a project to install approximately 8 new ADA compliant sidewalk ramps at various locations along higher classification streets. This project is close to being ready to go out to bid, but will likely be released for bidding after the first of the year when staff time allows.

Riverwalk and Waterfront Property Road Extension

Working with the Associate Planner and City Administrator to develop Requests for Qualifications for two separate but related projects: The Riverwalk, construction plans and specifications for the waterfront boardwalk and pathway starting at Columbia View Park and extending the length of the waterfront property. S. 1st Street and Strand Street Extension, construction plans and specifications for the street and utility extension through the waterfront property. These projects have different scopes and goals, but will require coordination of design to ensure there is great connectivity between the facilities.

WATER SYSTEM PROJECTS

2MG Reservoir Rehabilitation Project

Working through the attorney to schedule the required repairs.

Water Filtration Facility Computer and SCADA Upgrade

Engineering, WFF, and PW staff met with Darin and the More Power crew to set up a game plan for moving forward with replacing outdated computer equipment and upgrading the SCADA system for more reliable operation. This will also ensure that the various systems are properly backed with seamless function in a power outage.

Sykes Road Property Investigation

Held a meeting with the Consultants investigating the possibility of siting a new reservoir on the Boise property located at the west end of Sykes Road.

Water Filtration Operator Position

Held interviews for the vacant water filtration operator position. The selected candidate did not accept the job. Back to advertising.....

SANITARY SEWER AND STORM DRAIN SYSTEM PROJECTS

Sanitary Sewer and Storm Drain Master Plan Project

A great deal of information has been provided to the Consultant, Keller Associates, for review. This will take some time to process, and they have begun to build hydraulic models of the storm and sanitary systems. The

Consultants spent a day with City staff touring various City facilities such as sanitary pump stations and known problem areas. This will be a multi-month project that will help to guide the improvement and expansion of the City's sanitary and storm systems.

Columbia Boulevard Sanitary Sewer Extension

A pre-construction meeting for the project has been held with the Owner, Engineer, Contractor, and City staff. The tentative start date is the first week in November. The Contractor is anticipating to close the road between Gable and Sykes while the work is being done.

S. 14th Street Backyard Storm Extension

The Contractor, TFT Construction, Inc., is ready to get started on this short storm drain extension. The contract requires the work to be completed by November 25.

MISCELLANEOUS PROJECTS AND ACTIVITIES

Campbell Park Sports Court Grant Project

This project was put out to bid for a second time, after no bids were received during the first advertisement. We have received more interest during this bid period. Bids are due on October 15.

Blazers Moda Assist Program

The grant amount was \$37,000 to be dedicated for all-inclusive play equipment. The City anticipates providing additional funds above the grant award amount to go towards installation and fall protection. We are now in the process of receiving designs and proposals from several play equipment providers that will be evaluated and the high score(s) provided to the Parks Commission at their November 9th meeting and a recommendation to the City Council for purchase of the selected equipment.

Right-of-Way and Construction Permits

There were 12 right-of-way and/or construction permits issued in September: Five to Comcast; one to NW Natural; one to "The Birch" for traffic control needed for filming on St. Helens Street; three to Fatbeam, a new communications franchise for a portion of a project to improve internet service for the School District; one to St. Helens Marina for construction of new parking spaces in the Willamette Street ROW along River Street; and a construction permit to I&E Construction for the Grocery Outlet project.

Miscellaneous Projects

Management staff continues to discuss and revise the COVID-19 protocols as necessary, which continue to evolve. There has been a lot of coordinating with various departments to ensure the safety and well-being of all of our employees and the public to the best of our capabilities.

Ensure that Tina and the PW Operations staff have the various Halloweentown decorations and events coordinated.

Training Workshops and Committee Meetings

Participated in the Parks Commission meeting on September 14. It is rewarding to see how involved and dedicated this group is to improve our parks and making sure that there are activities and amenities for all visitors to enjoy.

Participated in the quarterly Risk Management Team meeting.

Continue to work with the Building and Planning Departments to improve the permitting process. Had initial training on the new building permit software.



Parks Department for August 2020

Daily duties were performed which include: restocking portable restrooms, garbage pickup, mowing, and general parks maintenance.

****Reminder that the Parks Staff is currently down one position that has not been filled, and we have just been given authorization to hire temporary summer helpers. Additionally, the community service workers are not able to assist due to COVID-19 restrictions. There is likely a noticeable reduction of overall parks maintenance due to the lack of staffing.****

Removed graffiti from the Columbia View Park restrooms

Took pallets to the haunted house for Halloweentown

Replaced dead street trees

Repaired mowers

Removed graffiti from the Campbell Park playground

Assisted with the Haunted House

Removed door latches from Columbia View Park restrooms

Repaired sprinklers on the ballfields at McCormick Park

Shutdown due to hazardous air quality

Replaced the water pump for the street trees

Ordered and restocked supplies

Removed a fallen tree from the disc golf course

Took more pallets to Halloweentown

Removed graffiti from the Grey Cliffs Park restroom

Cleaned out and repaired the sewer pump for the Parks Shop

Removed the dirt from the Library courtyard sidewalk construction

Repair the sprinklers damaged by the sidewalk construction at the Library

Removed leaves from the off-leash area at McCormick Park

Blew leaves off the Veterans Memorial, playground & covered areas at McCormick Park

Repaired the sprinklers at the Veterans Memorial

Replaced the hinges on the restrooms

Removed more graffiti from Columbia View Park and Campbell Park restrooms

Repaired the swing at McCormick Park

Moved tables for Halloweentown

Repaired and painted picnic tables

Repaired sprinklers at OPR and 18th Street

Hauled debris to the dump for Halloweentown

Took the wood box and firewood to Halloweentown

Took barricades to Halloweentown

Made a fire extinguisher bracket for our NEW MOWER

Moved tables and trash cans to Campbell Park for a (unpermitted) tournament

Assisted the City Plumber with repairing the sewer pump at the Parks Shop

Repaired the vandalism at Campbell Park

Turned off all sprinkler systems in the parks and Library

Public Works Work Report

September 2020

Item #12.

Water Dept:

Read meters and heavy users
Installed 1 new radio read meter and replaced 3
Helped pour new sidewalk at library
Ran data log at 35250 Fairfield Ct.
Helped remove concrete and pour new for flagpole at shop
Replaced shut-off at 274 S. 18th St.
Cut and removed tree that fell on S. 8th St.
Hydro-excavated three manholes at shop
Helped install seats at library – 3 days
Helped set up Halloweentown
Put up new signs on 5th St. Trail
Flagged for storm project on S. 18th St.

Sewer Dept:

Helped work on new sidewalk at library
Shot grades at Campbell Park
Worked on storm at S. 16th St. & Tualatin St.
Removed tree that fell across 200 blk. Of S. 8th St.
Gave a deer a ride to the tree farm
Cleaned fence line at shop
Worked on catch basin at 196 N. 4th St.
Took pipe to Campbell for storm project
Checked sewer plug at 136 Pine St. – bad connection - ended up making new tap
Push-cammed & cleaned CAT building – roots in line
Cleaned roots out of line at 184 Lee St.
Plug at 194 S. 7th St – on owner's side
Helped install seats at Library 3 days
Helped set up Halloweentown
Raised catch basin on N. 4th St.
Cleaned storm drains
Built road off Kaster for TFT dirt
Removed tree debris from Boise
Potholed gas and water main on S. 18th St.
Worked on S. 18th storm line

Building Maintenance/Other

Poured new sidewalk at library
Put fence back up at library
Dug out old concrete and poured new concrete to install flagpole at shop
Worked on signs
Helped remove tree that fell on S. 8th St.
Cleaned catch basins
Painted curbs
Fixed door at City Hall
Installed seats & did other small projects at library
Set up Halloweentown
Repair at Senior Center
Set up new story in the park

Call-Outs

Water coming out of meter box at 397 N. 6th St.

Low water pressure at Chevron – valve was turned off to backflow device

Telemetry alarm – Elk Ridge power burp during wind storm

Tree across road on S. 8th because of wind storm

Sewer plug at 194 S. 7th St – on owner's side

Car accident broke new curb in front of High School on Gable Rd.

Water leak at 324 N. 3rd St.

Miscellaneous:

Swept streets

Marked 73 locates

Checked wells & reservoirs daily

September 1st to 30th 2020

Sept. 1st

PW #45 Ordered a new safety chain hook for the front of the trailer also lubed all grease fittings
 Checked and adjusted the brakes, checked the hub oil and checked and filled the tires.
 PW #8 Repaired the rubber strap in between the fuel tank and the fuel tank bracket
 Keith Vacation

Sept. 2nd

PW Helped install the gate and fence over at the library
 PW #7 Cut some rubber mats for the utility box so things will not slide around
 WWTP Looked at a motor that needs to be removed from the screens installed the puller on the shaft
 And began pulling on it to remove the bearings, left the puller on there over night and soaked
 the bearings with penetrating oil.
 Keith Vacation

Sept. 3rd

PW Emptied out old gas out of the cans
 PW #10 Tightened up a leaking hydraulic fitting
 PW #45 Pressure washed the trailer
 WWTP Helped remove a motor and gear box from the screens at the plant
 Keith Vacation

Sept. 4th

PW Went to Portland for parts
 PW #45 Replaced the safety chain safety latch on the hook, took the trailer back to public Works
 PW #10 Tightened a hydraulic fitting
 WWTP Cleaned up the bearings on the motor for the screens coming into the plant
 PW #6 Truck quit, finally got it running again
 Keith vacation

Sept. 8th

PW Went and started two chain saws both were flooded removed the plug on one and cleaned it
 PW sharpened two saws
 PW #10 Checked on a hydraulic leak tightened the fitting

Sept. 9th

Office Computer Work went over the surplus list and put a minimum value on the vehicles
 PW Checked on the equipment
 Brett Gone 2hrs early

Sept 10th

PW Filled the batteries with water on the reader boards
 PW Went to the tree farm and put up fire danger signs
 PW #55 Cleaned out the sweeper

Sept. 11th

PW Swept Streets and cleaned out the sweeper
 Sent home early due to the air quality

Sept 14th - 17

Sent home because of air quality

Sept 18th

PW #5 Checked for hydraulic leak replaced two lines going to the hydraulic quick coupler

PW #72 Took the truck to the Cascade tissue yard

PW Old #7 Moved the truck from one side of the yard to the other side at Cascade tissue

PW Moved the red trailer to the Plaza for Halloween town

PW #85 Moved the Taxi to the Plaza for Halloween town

Sept. 21st

PW Started up the light tower and made sure all the lights work

PW #85 Moved the Taxi again

PW Replaced a tire on the car trailer

PW #7 Meet with Nelson Equipment and looked at the inverter they checked it all out and it need a new one

PW #5 Filled the hydraulic reservoir

Sept 22nd

PW #34 Checked on the status of the new glass ordered for the excavator

PW Fabricated supports for a art thing that is going on top of City hall for Halloween town

Sept 23rd

PW #31 Replaced stickers, checked all fluids, lights and air in the tires.

PW #71 Replaced the radiator and filled with coolant

Sept 24th

PW #71 Finished installing the radiator

Shop Removed the power cord from the old welder to be put on the new welder

PW #20 filled DEF reservoir

Parks Checked on equipment

Sept 25th

Shop Cleaned the restroom, shop sink and floor

PW Fabricated some brackets for two pumpkin displays for Halloween town

PW Check on the guys moving dirt to see if they needed a break

PW #71 Repaired a tire

Sept 28th

PW #20 Looked at the broken pin on the 4 in 1 bucket cleaned up the boss and removed the broken bushings ordered new parts

PW Went to the Tree Farm and collected the fire danger signs

PW #57 Looked at the tool boxes it has broken pieces the hold the lids up, will be scheduled to come in for repairs

Sept 29th

PW #42 Installed new carburetor

Brett Vacation

Sept 30th

Brett Vacation



City of St. Helens, Oregon
Public Works
Water Filtration Facility
PWS 4100724
P.O. Box 278
St. Helens, OR 97051
PH: (503) 397-1311 FAX: (503) 397-3351



Water Filtration Facility Journal September 2020

Water Production: 48.7 million gallons, which averages 1.62 million gallons per day

Week 1 Produced and sent August's OHA reports to the State. Performed monthly check on fire extinguishers. Sent sewer readings to Columbia City public works. Charging all units to keep batteries full, (fork lift, hi-lift, riding mower).

Week 2 Off Howard on call, Western US is on fire

Week 3 Cl-17 reagents replaced, Chlorine delivery, Caustic delivery, Rogers Machine, unhealthy air, review of applicants for filtration operator

Week 4 Mowed grass, applicant interview

Week 5 turbidity meter calibration, Ranney well 2 pump 6, chlorine delivery

Respectfully submitted Guy Davis

WWTP Monthly Operations and Maintenance Report

September 2020

To: Sue Nelson

From: Aaron Kunders

Secondary System Report

- 9/4-Peak Elec here to splice end onto SolarBee cord.
- 9/15-Sampler left off-no sample to run. Emailed DEQ.
- 9/20-Aerator #24 in alarm. Reset breaker and running fine.
- 9/22-Anchored Solarbee I and ran wire to it.
- 9/29-Picked up small boat motor from Channel Marine.
- 9/29-Wired up Solarbees H and I and got them running.

Primary System Report

- 9/14-No PI sample. Sampler running but tube was plugged.

Pump Stations

- 9/4-PS4-Peak Elec replaced both starters due to failure during high temperatures.
- 9/18-Cleaned wetwells in preparation for fall and higher flows.

Sodium Hypochlorite System

- gallons used this month.
- gallons used last month.
- 9/10-Cut up old South tank and took to transfer station.

Call-outs

- No after hour call-outs.

Plant

- 9/1-pH probe failed. New probe not working correctly either. Called Tech support and no help. Got back up working.
- 9/1-Cleaned screen control panels, A/C, vents, etc.
- 9/1-3-Worked with Joint Maintenance on removing gear box to get to failed bearing on headworks screen #2.
- 9/8-Headworks screen #2 back together and running.
- 9/17-Found and repaired water leak on ice maker.
- 9/23-Removed and replaced TSS vacuum pump. Rebuilt old unit. Ready as a backup.

Pretreatment

- 9/3-Still no flow from Cascades. They canceled the DAFT unit and will sample each time they discharge.
- 9/9-Split samples with Cascades and delivered to ALS.
- 9/16-Repaired dump slip box on septage receiving station.

- 9/25-Split samples with ORPET and delivered to ALS. Also performed annual inspection.

Other

- 9/10-Submitted Tier 1 toxics results from 2015 to present to DEQ.
- 9/15-Archived old lab bench sheets and hauler dump slips.
- 9/17-Copper BLM sampling on the river this morning.
- 9/21-Replaced roof rack panel on pretreatment truck.
- 9/22-Found and caulked two holes in shop roof.

Next Month

- Order new hypo storage tank.
- Quarterly sampling