



COUNCIL REGULAR SESSION

Wednesday, July 19, 2023 at 7:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Jessica Chilton
Councilor Patrick Birkle
Councilor Mark Gundersen
Councilor Brandon Sundeen

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

RESOLUTIONS

- 1. Resolution No. 1987:** A Resolution Expressing Support for and Authorizing Staff to Apply for a Transportation and Growth Management Grant from the Oregon Department of Transportation to Help Fund an Update to the City's Transportation System Management Plan

AWARD BID AND/OR CONTRACT

- 2.** Award Bid and Authorize Mayor to Sign Contract with Specialized Pavement Marking LLC for 2023 Street Striping Project in the Amount of \$53,944

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 3.** First Amendment to Kittelson & Associates, Inc. Agreement for S. 1st Street & St. Helens Street Intersection Improvements Project
- 4.** Agreement with McKinstry Essention, LLC for Microgrid Planning and Preliminary Design for the Public Safety Building
- 5.** Amendment No. 1 to Mackenzie Agreement for Public Safety Building Design

CONSENT AGENDA FOR ACCEPTANCE

- 6.** Grant Agreement with Oregon Parks and Recreation Department for McCormick Park Veterans Memorial Upgrade Project
- 7.** Agreement with Native Plantscapes NW, LLC for Blackberry Mowing & Herbicide Application in and around Columbia View Park
- 8.** Library Board Minutes dated June 12, 2023
- 9.** Parks and Trails Commission Minutes dated June 12, 2023
- 10.** Planning Commission Minutes dated May 9 and June 13, 2023

CONSENT AGENDA FOR APPROVAL

- 11.** Council Minutes dated June 7, 2023

[12.](#) Library Board 5-Year Strategic Plan

[13.](#) Accounts Payable Bill Lists

[14.](#) **(NEW)** Council Regular Session Minutes dated June 21, 2023

WORK SESSION ACTION ITEMS

COUNCIL MEMBER REPORTS

MAYOR SCHOLL REPORTS

OTHER BUSINESS

ADJOURN

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/85424097891?pwd=TGJ6V1dIL1gxK1BWS3RHVFA3ZU0xUT09>

Meeting ID: 854 2409 7891

Passcode: 271519

Dial: 669-444-9171

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

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

City of St. Helens
RESOLUTION NO. 1987

**A RESOLUTION EXPRESSING SUPPORT FOR AND AUTHORIZING
STAFF TO APPLY FOR A TRANSPORTATION AND GROWTH
MANAGEMENT GRANT FROM THE OREGON DEPARTMENT OF
TRANSPORTATION TO HELP FUND AN UPDATE TO THE CITY'S
TRANSPORTATION SYSTEM MANAGEMENT PLAN**

WHEREAS, the Transportation and Growth Management (TGM) Program provides grants to local governments to help fund planning projects that lead to more livable, economically vital, transportation-efficient, sustainable, pedestrian-friendly communities; and

WHEREAS, the Oregon Department of Transportation recommends that transportation system plans be updated periodically when the current Transportation System Plan (TSP) document no longer addresses the existing or future transportation needs/vision/standards of the local jurisdiction, and to reflect growth and change; and

WHEREAS, an update of the City's TSP is needed and will integrate supplemental transportation planning documents that have been developed since the adoption of 2011 TSP such as the Corridor Master Plan (2015), the Parks & Trails Master Plan (2015), the Waterfront Redevelopment Framework Plan (2016), the Branding & Wayfinding Master Plan (2017), and the Riverfront Connector Plan (2019);

WHEREAS, it is recognized that a twelve percent match is required which can be provided through in-kind staff labor and services or a monetary match; and

WHEREAS, the City of St. Helens has determined that there is the staff capacity and/or funds available to meet this match need for these projects; and

WHEREAS, the St. Helens City Council recognizes that transportation management plays a vital role in defining a community's identity and recognizes the importance of seeking grant funds to help fund local projects that will be in compliance with the City's transportation goals and other regulatory requirements; and

WHEREAS, grant funds, if awarded, will be used for consultant assistance to facilitate a public process leading to the update of the City's current TSP which shall incorporate supplemental transportation planning studies completed since 2011 and focus on the implementation of recommendations for downtown parking management, traffic circulation and mobility, streetscape design, and sustainable, pedestrian-bicycle friendly pathways.

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

Section 1. The City of St. Helens City Council supports submittal of a Transportation and Growth Management (TGM) Program grant application and authorizes staff to submit a TGM grant application for the Transportation System Management Plan Update.

Section 2. The City of St. Helens City Council authorizes the City Administrator to negotiate and enter into all contracts necessary to secure the grant.

Section 3. This Resolution is effective immediately upon its adoption.

APPROVED AND ADOPTED by the City Council on July 19, 2023 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

COUNCIL ACTION SHEET

To:	The Mayor and Members of City Council	
From:	Mouhamad Zaher, Public Works Director	
Date:	July 19, 2023	
Subject:	2023 Annual Striping Project	

Background: The City of St. Helens annually restripes the centerline, fog lines, and bike lanes on roadways to maintain reflectivity and visibility. This work requires specialized equipment and materials that the City does not own. The required work is contracted out on an annual basis based on competitive quotes from qualified contractors.

Quotes were requested from multiple qualified contracting firms. The project was also advertised on Oregonbuys, the state of Oregon's web-based eProcurement system, on June 7, 2023. Quotes were due by 3:00 p.m., June 27, 2023. Quotes received are as follows,

FIRM	LOCATION	BID
Specialized Pavement Marking, LLC	Tualatin, OR	\$53,944
Hicks Striping and Curbing, LLC	Brooks, OR	\$70,932.00

The project was estimated at \$60,000 and will be funded by the 2023/2024 Street Fund budget.

Recommendation: Council award the contract for the 2023 Annual Striping Project, No. R-715 to Specialized Pavement Marking, LLC and authorize the Mayor to execute a Small Construction Contract for project. Contract will be for the amount specified in the firm's bid, plus standard contingency.

Attachment:

- Specialized Pavement Marking quote
- Hicks Striping and Curbing quote



REQUEST FOR QUOTES

ADDENDUM NO 1
June 9, 2023

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

The City of St. Helens is asking for bids for the following project:

2023 ANNUAL STRIPING PROJECT Project No. R-715

The contractor shall provide all materials, labor, supervision, and equipment required to paint approximately 93,200 linear feet of 4" yellow pavement striping; 57,200 linear feet of 8" white pavement striping; and 61,000 linear feet of 4" white pavement striping.

The work shall be fully completed within 30 calendar days from issuance of the Notice to Proceed and shall be completed no later than August 31st, 2023. Acceptable working hours are from 8:00 A.M. through 5:00 P.M. Monday through Friday, excepting legal holidays.

Please complete and sign the Proposal Form and Bid Schedule included with this request and return it by **3:00 p.m. June 27th, 2023**. Proposals may be submitted by mail, email, or delivered in person to the City's Engineering Division, Attention Nick Ford. Contact information for the project is listed below:

Primary Contact

Nick Ford
Engineer I
nford@sthelensoregon.gov
503-366-8257

Secondary Contact

Sharon Darroux, PMP
Engineering Manager
sdarroux@sthelensoregon.gov
503-366-8243

Please note the mailing address as 265 Strand Street, the same as the physical address.

It is acknowledged that the City of St. Helens reserves the right to reject any and all bids. The successful bidder will be required to execute a Construction Contract with the city. A sample of the Construction Contract is attached at the end of this RFQ.



PROPOSAL FORM

R-715

2023 ANNUAL STRIPING PROJECT

Submittal Deadline: 3:00 p.m. June 27th, 2023

Item #2.

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Price
1)	4" Yellow Striping	93,200	Linear Feet	\$ 0.22	\$ 20,504.00
2)	8" White Striping	57,200	Linear Feet	\$ 0.35	\$ 20,020.00
3)	4" White Striping	61,000	Linear Feet	\$ 0.22	\$ 13,420.00
Total Bid				\$	53,944.00

Paint and reflectivity must conform to all current Federal Highway Administration, Oregon Department of Transportation, current version of the Oregon Standard Specifications for Construction including all revisions at date of bid submittal, City of St. Helens, and other applicable Federal, State, and Local standards.

Receipt of Addenda

Bidder acknowledges that ADDENDA NUMBERED 1 THROUGH 1 have been reviewed as part of the Request for Quotes.

Respectfully submitted: Specialized Pavement Marking, LLC
Name of Firm

[Signature]
Signature

11095 SW Industrial Way
Address

Mark Price, President
Print Name & Title

Tualatin, OR 97062
Address

6/26/2023
Date

503-885-0420
Phone Number

If the bidder is a co-partnership, state giving firm name under which business is transacted.

If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

If no bid is submitted, kindly mark "NO BID" and return to the Project Manager, nford@sthelensoregon.gov (503) 366-8257 or by mail to City of St. Helens, City Hall, 265 Strand Street, St. Helens, OR 97051



PROPOSAL FORM
R-715
2023 ANNUAL STRIPING PROJECT
Submittal Deadline: 3:00 p.m. June 27th, 2023

BID SCHEDULE

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Price
1)	4" Yellow Striping	93,200	Linear Feet	\$ 0.30	\$ 27,960.00
2)	8" White Striping	57,200	Linear Feet	\$ 0.41	\$ 23,452.00
3)	4" White Striping	61,000	Linear Feet	\$ 0.32	\$ 19,520.00
				Total Bid	\$ 70,932.00

Paint and reflectivity must conform to all current Federal Highway Administration, Oregon Department of Transportation, current version of the Oregon Standard Specifications for Construction including all revisions at date of bid submittal, City of St. Helens, and other applicable Federal, State, and Local standards.

Receipt of Addenda

Bidder acknowledges that ADDENDA NUMBERED 0 THROUGH 1 have been reviewed as part of the Request for Quotes.

Respectfully submitted: Hicks Striping & Curbing, LLC
Name of Firm

Ron Hicks
Signature

Po Box 9127
Address

Ron Hicks / General Manager
Print Name & Title

Brooks, OR
Address

6/27/23
Date

503-364-4577
Phone Number

If the bidder is a co-partnership, state giving firm name under which business is transacted.

If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

If no bid is submitted, kindly mark "NO BID" and return to the Project Manager, nford@sthelensoregon.gov (503) 366-8257 or by mail to City of St. Helens, City Hall, 265 Strand Street, St. Helens, OR 97051

FIRST AMENDMENT TO
Kittelson & Associates, Inc. Personal Service Agreement
S 1st Street & St. Helens Street Intersection Improvements, Project No. R-685A

This agreement is entered into this 19th day of July 2023, by and between the City, (hereinafter "City"), and Kittelson & Associates, Inc., (hereinafter "Contractor").

RECITALS

- A. City and Contractor entered into a Personal Service Agreement on March 16, 2022, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. Additional construction engineering services require extending the current Contract date.
- C. Additional compensation is required for construction engineering services for the project.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. The contract completion date shall be extended to June 30, 2024.
- 3. Additional compensation for construction engineering services shall be a not to exceed amount of \$15,790.00
- 4. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 19th day of July 2023.

Contractor

DocuSigned by:

AAE87D05DE83425...
Date: 7/7/2023

City

Rick Scholl, Mayor
Date: _____

Attest:

By: _____
Kathy Payne, City Recorder



851 SW 6th Avenue, Suite 600
Portland, OR 97204
P 503.228.5230 F 503.273.8169

Item #3.

July 7, 2023

City Project #: R-685A

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

RE: S. 1st Street & St. Helens Street Intersection Improvements

Dear Sharon:

This letter formally requests your authorization of an additional \$15,790 in fees and reimbursable expenses for services associated with our firms' continued involvement in the S. 1st Street & St. Helens Street Intersection Improvements project.

Please review the attached AMENDMENT #1 to the Professional Services Agreement. If AMENDMENT #1 is satisfactory, please return a signed copy electronically. One executed original will be returned for your records. If you have any comments or questions, please do not hesitate to call.

Sincerely,
KITTELSON & ASSOCIATES, INC.

Project Manager
Caleb Cox, PE
Senior Engineer

Project Principal
Tony Roos, PE
Principal Engineer

AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT

PROJECT #: 23544

PROJECT NAME: S. 1st Street & St. Helens Street Intersection Improvements

PROJECT BUDGET: As of July 7, 2023

Current Authorized Amount	\$35,392
Amendment	\$15,790
Total Authorized Amount	\$51,182

AUTHORIZATION:

This Amendment #1 ("AMENDMENT #1") hereby amends that certain Professional Services Agreement with an EFFECTIVE DATE of 3/16/2022 (the "AGREEMENT"), and any prior amendments, by (1) authorizing KITTELSON & ASSOCIATES, INC. to perform services in addition to those services described in **Part "A"** of the AGREEMENT (See attached Amendments to Part "A") and (2) increasing the **Current Authorized Amount** (shown above) to an amount not to exceed the **Total Authorized Amount** shown above. Except as otherwise stated in this AMENDMENT #1, the terms, conditions and provisions of the AGREEMENT remain in full force and effect. All capitalized terms not otherwise defined in this AMENDMENT #1 shall have the meanings set forth in the AGREEMENT.

Accepted for:

City of St. Helens

Approved for:

Kittelson & Associates, Inc.

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

AMENDMENTS TO PART "A"

SCOPE OF WORK

Amend Task 1.0 Project Management and Coordination as follows:

1.1 Project Management: Increase project management duration from 11 months to 27 months. Project completion date to be June 2024.

Amend Task 3.0 Bidding and Construction Support as follows:

3.2 Construction Support: Add the following bullets:

- Prepare one (1) draft and one (1) final joint utility trench (JUT) plan sheet for the intersection. Coordinate with the City and utility companies to verify material needs and prepare a table of quantities for conduit and junction boxes.
- Attend up to two (2) utility coordination meetings of up to two (2) hours each. The first meeting will be to verify the JUT location and needs of the utilities. The second meeting will be to address any changes that may occur during construction of the trench.
- Revise the landscaping design plan sheets to incorporate the City's new gateway feature design. This will include modifications to landscape planters in the SE and SW corners of the intersection as well as revising adjacent design elements (drinking fountain, bike racks, irrigation, sidewalks, etc..) to accommodate the design change. Coordinate with the designer of the gateway feature to ensure the two plans align.
- Revise the Roadway design plan sheets to incorporate the changes to the landscape planters. This will include modifications to the sidewalk and sidewalk scoring pattern.

The scope of construction support is limited to the hours shown in the original 3/16/2022 contract plus the hours shown in the attached budget amendment and does not include full-time inspection services.

Project Budget Form

Project Name: 1st & St. Helens Intersection Improvements - Phase 3 Amendment 1
Project Manager: Caleb Cox
KAI Project Number: 235440.000
Date: Jul 07, 2023

LABOR ESTIMATE - 1st & St. Helens Intersection Improvemen				Kittelston		Greenworks			
Task	Notes	Staff	Roos, Tony	Cox, Caleb	Principal	Landscape Designer III	SUBTASK/ TASK HOURS	SUBTASK/ TASK COST	
			AMR	CEC					
001	Project Management and Coordination								
	Project Management			8	1	4	13	\$2,004	
	Reimbursable Expense							\$0	
	Task #001 - Subtotal		0	8	1	4	13	\$2,004	
004	Bidding & Construction Support								
	Construction Support		4	60	2	20	86	\$13,728	
	Reimbursable Expense							\$59	
	Task #004 - Subtotal		4	60	2	20	86	\$13,786	
			TOTAL HOURS	4	68	3	24	TOTAL HOURS	TOTAL LABOR
			LABOR RATE	\$262.99	\$162.50	\$198.00	\$126.50		
			LABOR COST	\$1,052	\$11,050	\$594	\$3,036		
							99	\$15,732	

Rates shown above are for budgeting purposes only. Additional staff may be billed at

TOTAL REIMBURSABLES
\$59
TOTAL KAI FEES
\$15,790
TOTAL SUB FEES
\$0
TOTAL PROJECT BUDGET
\$15,790

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 **McKinstry Essention, LLC** (“Contractor”).

RECITALS

A. The City is in need of personal services for **microgrid planning and preliminary design related to the OR C-REP grant award**, and Contractor represents that it is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to microgrid planning and preliminary design related to the OR C-REP grant award, and Contractor accepts such engagement. The principal contact for Contractor shall be Jon Miller, phone 503-701-0792.

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

3. Term. Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on two (2) years from the date executed. 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 eighteen percent (18%) by Contractor for management and handling expenses.

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

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

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

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

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

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

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

CONTRACTOR: McKinstry Essention, LLC
 Attn: Mike Johnson
 16790 NE Mason St, Ste. 100
 Portland OR, 97230

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

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

9. Insurance.

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

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

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

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

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

10. Termination.

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

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

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

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

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

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

10.2 Breach of Agreement

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

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

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

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

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

10.3.1 Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such a case the rights and obligations of each Party that arose prior to the termination date shall survive such termination, except that Contractor shall have no obligation to perform Work after the termination.

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

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

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

14. Indemnification.

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

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

directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

14.3 Limitation of Liability. Neither Party shall be liable to the other Party for any consequential, indirect, special, incidental, exemplary, or similar damages or losses, including loss of profits, arising out of or relating to this contract, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. The parties agree that the aggregate liability of Subcontractor for any damages, including contract, indemnity or otherwise, arising in any way out of the performance of this contract shall be limited to the proceeds payable by the primary insurance coverage as negotiated and required by this Agreement.

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

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

16. Compliance with Law.

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

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

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

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

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

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

any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

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

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

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

16.9.1 Either:

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

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

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

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

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

16.11 All subject employers working under the Contractor are either employers

that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

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

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

16.14 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

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

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

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

federal laws.

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

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

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

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

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

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

21. Mediation/Dispute Resolution

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

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

23. Records, Inspection and Audit by the City.

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

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

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

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

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

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

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

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

CITY:**CITY OF ST. HELENS**

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:**McKinstry Essention, LLC**

Signature: _____

Print: Dale Silha

Title: VP, Energy & Tech SVCS, PNW

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A

Scope of Work

This Scope of Work (SoW) is related to the planning effort for the Oregon Dept of Energy (ODOE) Community Renewable Energy Program (CREP) grant. The Contractor and City will work together to respond to requests for information as they arise through completion of tasks below. This collaboration is critical the success of the project.

The SOW includes:

- **Project kickoff meeting and alignment:**
 - Contractor and City discuss work outlined below and overall objectives.
 - Output:
 - Document meeting notes.
 - Set up biweekly meetings (once every two weeks) with Contractor and City.
- **Document City of St Helens Microgrid (MG) Objectives:**
 - Documenting MG objectives, intent, goals, and desired operational requirements require the Contractor and City to work closely together. The preliminary parameters created during this task are used for the remaining tasks.
 - **Output:**
 - Document RE Microgrid intent, goals, and desired operational requirements.
- **Perform Preliminary Technical Evaluation:**
 - **Output:**
 - Document loads analysis for emergency, ranked tiers by importance and list load values.
 - Document all DER's and loads, including potential future loads on the system.
- **Preliminary budget and financial constraints evaluation:**
 - **Output:**
 - ROM cost assumptions and estimates per DER and full system potential costs.
- **Technical Feasibility:**
 - **Outputs:**
 - System block diagram, system equipment location detail, MG one line drawing, and master plan outline for MG.
- **Evaluate system protection and metering needs:**
 - **Outputs:**
 - Document System protection and metering specification sheet
- **Define Utility Requirements for Interconnection**
 - **Outputs:**
 - Associated technical drawings and one line diagrams
 - Utility interconnect summary
- **Project risk review**
 - Output:
 - Outline risks associated with implementing the potential construction project.
- **Final phase Output**
 - Future construction project initial cost estimate and financial summary.
 - City of St Helens Microgrid Specifications document to include: updated system specifications, sub-system summaries, diagrams, and drawings



Delivering Outcomes That Matter To You

ABOUT MCKINSTRY

We're a national leader in designing, constructing, operating and maintaining high-performing buildings. From new construction and ongoing operations to adaptive reuse and energy retrofits, we provides a single point of accountability across the entire building lifecycle. McKinstry focuses on people and outcomes to ensure the built environment serves owners, operators and occupants alike. McKinstry is your trusted partner *for the life of your building*.

SERVICES

- Facility Assessments
- Energy Retrofits
- Commissioning
- Energy Management
- Renewables
- Street Lighting

CLIENTS

- K-12 Schools
- Higher Education
- City and County Governments

CONTRACT INFORMATION

Contract Number: 1158

Lead Agency: Port of Portland

Phone Number: 855.831.1201

Email: andrewwi@mckinstry.com

More Information:

<https://www.omniapartners.com/publicsector/contract/supplier-contracts/mckinstry>

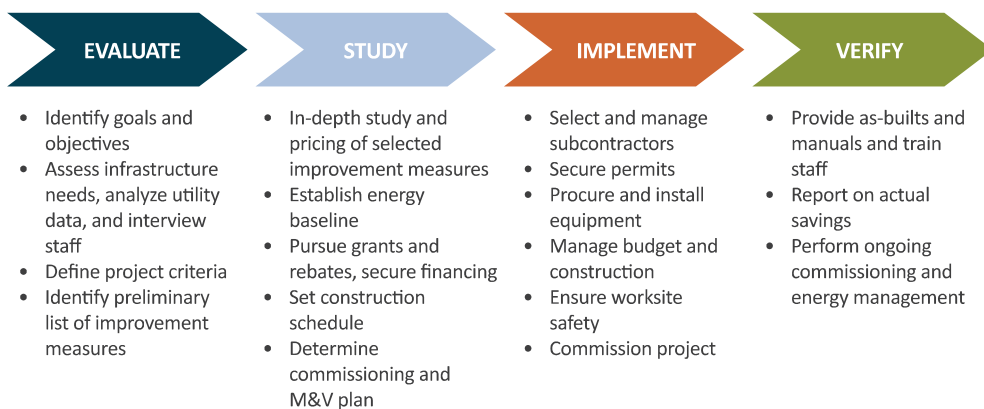
For nearly two decades, McKinstry has helped clients make critical facility improvements that save money, improve energy efficiency and assure occupant comfort as an Energy Services Company (ESCO) using the Energy Savings Performance Contract (ESPC) procurement model. With offices across the United States, we can deploy our subject matter experts who understand your unique facility needs anywhere in the country.

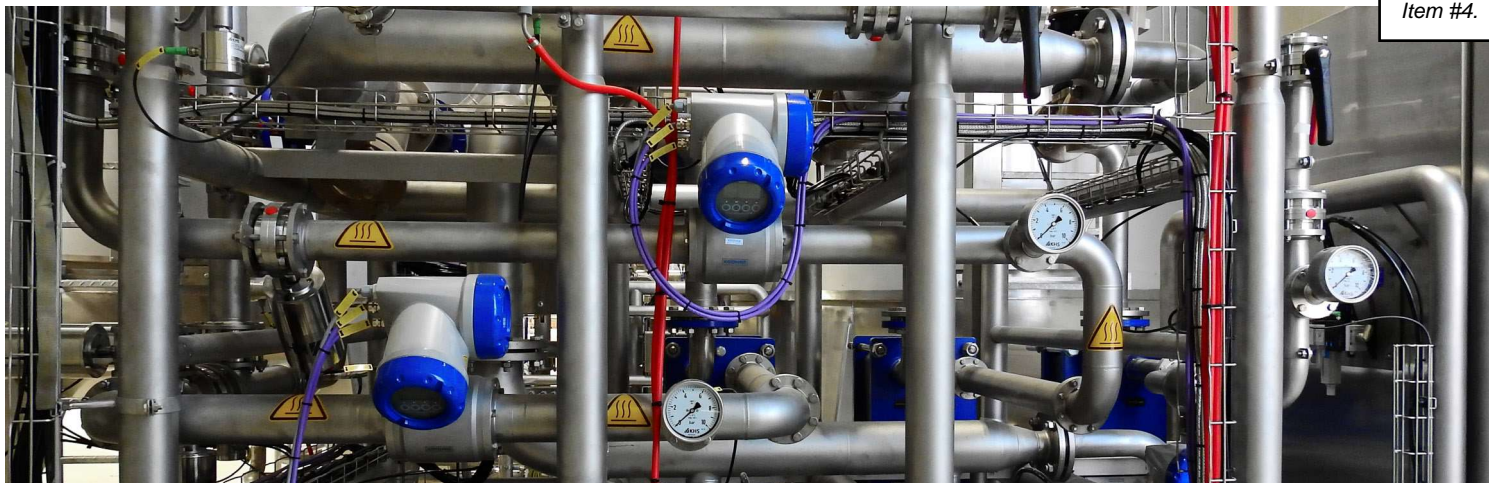
Our knowledge of the built environment has helped our clients' deliver projects that are impactful and meaningful to local communities. We provide the design, construction, and financial insight needed to reduce capital costs, increase revenue, and maximize the value of taxpayer dollars.

Our Approach

We understand and appreciate our clients have a long history working with their facilities, and we will build upon this knowledge to help ensure the right operational outcomes are achieved on each project, every time.

McKinstry approaches every ESPC project using the following process proven to yield high-quality outcomes:





BENEFITS

Scalable, Flexible Approach

Our process allows us to tailor services and scopes of work to account for uniqueness of building function and system complexity, project timing, phasing, technology needs, and budget constraints. No project is too large or too small.

The Lowest Cost Provider

Our years of multi-disciplinary experience delivering energy performance contracting services, combined with our staffs' knowledge of ongoing building operations, ensures we are cost effective for first cost, and our long-term cost is the lowest.

Vendor Neutral Service Provider

With McKinstry, you aren't deciding ahead of time to align with a specific product vendor – we focus on the right solution for you.

Get Started Today

Energy services projects can seem broad and overwhelming. Let us help you navigate your facility improvements:

Free Energy Benchmarking

McKinstry uses client data, ENERGY STAR and our own internal databases to compare your facility's energy use performance to other similar facilities to develop a rough savings potential.

Free Walk-Through Audit

Site investigations and interviews help us identify improvements that meet your financial, facility, and operational objectives.

Exclusive Re-Light America Program

LED road lighting is a cost-effective retrofit that is often overlooked. Our program to Re-light American Roadways is a turn-key solution to convert roadway lighting in our communities.

ABOUT OMNIA PARTNERS, PUBLIC SECTOR

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide. Through the economies of scale created by OMNIA Partners, our participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

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
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C

Terms of Compensation

The total project budget for the Project is as follows:

Task Description	Budget
Bi Weekly Customer Meetings	\$ 19,894
Microgrid Intent & Preliminary Eng.	\$ 24,484
Develop initial cost estimate	\$ 7,132
Evaluate Financial Feasibility	\$ 1,529
Evaluate Technical Feasibility	\$ 8,148
Electrical Engineering Support	\$ 15,199
Refine cost estimate	\$ 4,839
Risk Review	\$ 4,445
Finalize Report, Schedule, & Findings	\$ 8,915
Total Project Budget:	\$ 94,585



16790 N.E. Mason St. Suite 100
Portland, OR 97230
503.926.3121 • mckinstry.com

Item #4.

June 26th, 2023

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

RE: Selection of McKinstry through Cooperative Purchasing Agreement – OMNIA

Dear John,

Thank you for selecting McKinstry Essention to work with you and the city as their Energy Service Company (ESCO) partner. One of the first things McKinstry will work towards is the competitive Planning grant for the new Public Safety Building in St. Helens, Oregon. The planning grant is a competitive program for public entities to apply for solar and microgrid technology dollars to assist in the feasibility and planning of these type of systems for public entities in the State of Oregon. The program is offered through the State of Oregon Department of Energy. It is the Clean Renewable Energy Program (CREP) grant.


The second phase of this program will be for the construction of these types of systems for cities that can be awarded dollars through a competitive process. We are excited to work with the design, construction team and owner representative (City) and apply for these grants.

The City of St. Helens has elected to use the OMNIA Cooperative agreement in procuring and selecting their Energy Savings Performance Contracting partner – McKinstry Essention.

McKinstry's OMNIA contract number is 1158. The lead agency is the Port of Portland. When the Port of Portland went out for an RFQ for Energy Savings Performance Contracting they included every public entity in the State of Oregon that has its unique OMNIA number. The City of St. Helens OMNIA contract number is **4028844**.

If you have any questions or concerns, please do not hesitate to contact me, and let me know how I can help in any way. Thank you for the opportunity to work with the City of St. Helens.

Sincerely


Joe O'Donnell
Business Development Manager
McKinstry Essention
joeo@mckinstry.com

ADDITIONAL SERVICE AGREEMENT

Between **Client** and **Mackenzie**

This **ADDITIONAL SERVICE AGREEMENT** is made as of the 5th day of June in the year 2023, by and between the following parties, for services in connection with the Project identified below:

Client:	City of St. Helens John Walsh 265 Strand Street St Helens, OR 97051
Mackenzie:	1515 SE Water Avenue, Suite 100 Portland, OR 97214
Project:	St Helens Public Safety Building - Design Update DD-CCA
Mackenzie Project Number:	2210310.05/.06

Client and **Mackenzie** agree as follows:

1. BASIS OF DESIGN

- 1.1 Basis of design is as described in attached proposal, Exhibit A.
- 1.2 In accordance with your request, we will perform the tasks outlined below for subject project. It is agreed that these tasks will be provided as Additional Services in accordance with our original agreement for this project, dated October 13, 2021. All terms and conditions, including assumptions and exclusions, of the original agreement remain in effect unless modified in this Additional Service.

2. SCOPE OF SERVICES

- 2.1 The Scope of Services is as described in attached proposal, Exhibit A.
- 2.2 If services include submittal review, Mackenzie shall make a limited review and take appropriate action on specified Contractor's submittals. Such review shall be only for general conformance with the design concept and general compliance with the requirements of the Contract Documents. The limited review shall not include, for example, review of quantities, dimensions, weights, metal gauges, fabrication processes, construction methods, coordination of the Work, performance of equipment or systems designed by the Contractor, or construction safety precautions, all of which are the sole responsibility of the Contractor. Mackenzie's review of the specified submittals shall be limited solely to those specific

ADDITIONAL SERVICE AGREEMENT

St Helens Public Safety Building - Design Update DD-CCA

Project Number 2210310.05/.06

June 5, 2023

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substitutions to or deviations from the Contract Documents which the Contractor has clearly called to Mackenzie's attention and which are followed by Mackenzie's acceptance in writing. Mackenzie's review shall be conducted with reasonable promptness consistent with sound professional practices. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, Mackenzie shall be entitled to rely upon such certification to establish that materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.3 If services include construction contract administration, Mackenzie may visit the site at intervals Mackenzie deems appropriate to the stages of construction to become generally familiar with the progress and quality of the Work completed and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with plans and specifications and other Contract documents. However, Mackenzie shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, Mackenzie shall keep Client informed of the progress and quality of the Work, and shall endeavor to guard company against defects and deficiencies in the Work.

2.4 Mackenzie shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Mackenzie shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the plans and specifications. Mackenzie shall not have control over or charge of acts or omissions of any contractor, subcontractor, or agents or employees of Contractor and Subcontractors, or of any other persons performing portions of the Work.

3. EXCLUSIONS

3.1 No services are included in this agreement other than those specifically set forth in the Scope of Services. In addition to any Exclusions outlined within the project proposal (if attached), items which are specifically excluded from the Scope of Services include, but are not limited to the following: None at this time.

4. TERMS AND CONDITIONS

4.1 The Scope of Services includes Mackenzie's assistance in applying for and obtaining permits and approvals normally required by law. The Scope of Services does not include, however, the fees for permits and approvals or Mackenzie's services for the preparation of research studies, special documentation, or special tests necessary for obtaining permits and approvals. Client is responsible for payment of all governmental fees (Building Permit fees, Design Review fees, or any other fees paid to public agencies having jurisdiction over the project). In some instances, in order to expedite the project, Mackenzie may pay such fees on behalf of the Client. In such cases, Client agrees to pay Mackenzie for such fees at cost plus 10%.

ADDITIONAL SERVICE AGREEMENT

St Helens Public Safety Building - Design Update DD-CCA

Project Number 2210310.05/.06

June 5, 2023

Page 3

4.2 All other provisions of our original agreement for this project apply to these services.

5. PAYMENT

5.1 Contract Fee will be:

5.1.a 2210310.05: Lump Sum Fixed Fee of \$633,000
Design Development, Construction Documents, Permitting, and Bid Assistance Services.

5.1.b 2210310.06: Estimate of \$320,000
Construction Contract Administration (CCA) will be performed on an hourly basis in accordance with the attached Hourly Billing Rate Schedule.

5.1.c It is understood that this estimate for CCA is neither a minimum nor a maximum, but simply an estimate of the level of effort we anticipate will be required for the scope of services described. Any services performed beyond the scope of services set forth above shall be for additional fees.

5.1.d There is \$340,572 remaining from the original contract. The cost of part of these professional services will reallocate dollars from the remaining contract amount.

5.2 All fees and costs are due 30 days after they are billed, and accrue service charges of 1.5% per month beginning 45 days from date of invoice. It is specifically understood that Mackenzie may cease providing services and terminate Agreement if accounts remain unpaid 45 days from date of invoice. It is agreed that Mackenzie will not be responsible for damages which arise from such cessation or termination of services. If payment is not timely made, Client will reimburse Mackenzie for all costs or expenses reasonably incurred by Mackenzie in collecting sums due Mackenzie, including, without limitation, attorneys' fees.

ADDITIONAL SERVICE AGREEMENT


St Helens Public Safety Building - Design Update DD-CCA

Project Number 2210310.05/.06

June 5, 2023

Page 4

This **ADDITIONAL SERVICE AGREEMENT** is entered into as of the day and year first written above between **Client** and **Mackenzie**.

CLIENT(Signature)_____
(Printed Name)_____
(Title)_____
(Date Executed)

MACKENZIE(Signature)_____
Jeff Rhys Humphreys, Architect
(Printed Name)_____
Principal in Charge
(Title)_____
July 11, 2023
(Date Executed)

Enclosure(s): Exhibit A – Mackenzie proposal dated June 6, 2023, revised June 29, 2023, revised July 11, 2023

c: Accounting Department
Adrienne Linton – Mackenzie

MACKENZIE.

June 6, 2023 (*Revised June 29, 2023*) (*Revised July 11, 2023*)

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

Re: **St. Helens Public Safety Building – Design Update DD-CCA**
Project Number 2210310.05/.06

Dear John:

Mackenzie appreciates this opportunity, and we are pleased to present to the City of St. Helens (“Client”) the following Additional Scope of Services and fee proposal for your Public Safety Building.

Per our conversations, Mackenzie’s integrated team of design professionals will provide architectural, interior design, structural engineering, civil engineering, landscape architecture, traffic engineering, and land use planning services for the above project. We believe an integrated strategy provides a unique capacity for creative problem solving: each discipline is informed by its neighbors, with an ongoing cross-pollination of ideas and processes. Working within a well-understood team framework, colleagues with widely variable areas of experience have the opportunity to form creative partnerships and tease out solutions that aren’t obvious within the bounds of a single discipline.

Our team has been chosen specifically for their technical knowledge and design expertise related to this project type, with a demonstrated ability to successfully deliver project with a high level of client service. Our team is composed of the following staff and roles:

- Jeff Humphreys – Principal in Charge, Architect of Record
- Adrienne Linton – Project Manager | Project Architect
- Iris Wu – Architectural Designer
- Thomas Peck – Design Lead
- David Linton – Structural Engineer of Record
- Alexis Bauer – Interior Designer
- Nicole Ferreira – Landscape Architect
- Bailey Currier – Civil Engineer
- Brian Varricchione – Land Use Planner
- Brent Ahrend – Traffic Engineer

In addition, Mackenzie will retain PAE Engineering (PAE) for mechanical, electrical, plumbing, and low-voltage engineering services, and SSA Acoustics for acoustical consulting. The services are described within the following scope. See Attachment A for the PAE proposal and Attachment B for SSA Acoustics proposal.



City of St. Helens

St. Helens Public Safety Building – Design Update DD-CCA

Project Number 2210310.05/.06

June 6, 2023

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- Dave Williams – PAE, Mechanical/Plumbing Engineer of Record
- Jeremy Galvin – PAE, Electrical /Lighting Engineer of Record
- Ryan Sennett – PAE, Technology Designer of Record
- Andrew Comstock – PAE, Mechanical/Plumbing
- Brent Medsker – PAE, Lighting
- David Koukel – PAE, Technology
- Alan Burt – SSA Acoustics

Our Basis of Design along with our detailed Scope of Services by phase is as follows:

BASIS OF DESIGN

The following describes in detail the elements that define the basis of our proposal.

1. The following are updates to the original basis of design, as listed in our original proposal dated September 27, 2021. These updates are based on the St. Helens Public Safety Building Schematic Design Document Set dated April 3, 2023.
2. This agreement quantifies the changes and new scope that will be required for the project. There are dollars in the current agreement to cover part of the cost for these new services. There is \$340,572 remaining from the original contract (inclusive of 2210310.00/.02/22103.04). Dollars remaining from the original contract amount will be applied to the cost of these professional services. Additional dollars required to perform the work are listed in the table summary herein.
3. The new building is approximately 11,600 square feet (SF), including the covered carport, and includes 2.1 acres of site area to be developed.
4. The project is pursuing a CM/GC process. It is our understanding that the Construction Document set will be utilized for bidding and the GMP establishment. CM/GC review of the contract documents will occur concurrent to the development of the documents and with any revisions/clarifications to the documents occurring before the conclusion of the CD phase. Any substitution requests after the construction documents are complete will need to be evaluated for the amount of time to review and implement the changes so the Client can evaluate the merits of the design team reviewing the substitution request.
5. It is our understanding that the project costs and soft costs will be tracked by the Owner's Representative (OTAK) for phases DD through CCA.
6. The City of St. Helens did not require right-of-way frontage improvements for the original design (Construction Document Set dated October 20, 2022); however, in the pre-application meeting for the design update held on May 1, 2023, the City of St. Helens added the right-of-way improvements for the eastern edge of Kaster Road, between the new building driveway and Fir Street. No frontage improvements will be required to Fir Street.
7. The project budget was noted to be approximately \$12,600,000 prior to the start of the design updates. Mackenzie's Cost Estimator (CFI) put together a construction cost estimate based on the Schematic Design Package dated April 3, 2023. The projected construction value of the design is between \$8,943,558 and \$9,664,257, including Alternates 1 (add), 2 (deduct), and 3 (deduct). After projected soft costs and contingencies, the design was estimated to be between \$12,310,890 and \$13,051,696. The Mackenzie Design Team presented Value Engineering Options to the Client on May 4, 2023. The Client approved an additional approximately \$191,069 in value engineered items to bring the project budget moving forward to between \$12,119,821 and \$12,860,627. This range was accepted by the Client in the 5/4/2023 meeting and formalized in meeting minutes.

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SCOPE OF SERVICES

Design Development

Time Duration: 8 weeks

Provide Design Development documents based on approved Schematic Design documents dated 4/3/2023. Design documents shall illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size, and appearance of the project by means of plans, sections, elevations, and typical construction/finish details and may include interior equipment and/or furniture layouts.

Design Development shall include:

1. Meet remotely via “Microsoft Teams” video conference with Client to kick off design development phase services.
2. Prepare for pre-application meeting with the City of St. Helens Planning Department.
3. Attendance at the pre-application meeting by Mackenzie architect, civil engineer, and land use planner. Mackenzie will develop meeting notes from the pre-application meeting.
4. Obtain written approval from Client to proceed with Conditional Use Permit, utilizing the Schematic Drawings dated April 3, 2023, as the basis for the submittal with other documents described herein.
5. Coordinate with Client and consultants to identify and prepare/assemble land use application and supporting documents as required by Client.
6. Prepare burden of proof materials including narrative addressing approval criteria/policies, maps, and other materials necessary to describe the design intent in accordance with City of St. Helens Community Development Code.
7. Review materials including Schematic Design drawings and other materials necessary to describe the design intent in accordance with City of St. Helens Community Development Code.
8. Compile materials for Conditional Use Permit:
 - A. Application Form.
 - B. Application Fee (by Client).
 - C. Burden of proof narrative.
 - D. Design Development Drawings
 - E. Vicinity Map.
 - F. Wetland delineation report (by others).
 - G. Natural resource analysis for wetland buffer impacts (by others).
 - H. Preliminary stormwater report.
 - I. Floodplain boundary and elevation documentation (by Client’s floodplain consultant).
 - J. Floodplain cut/fill analysis.
 - K. Geotechnical report (by others).
9. Submit narrative and required supporting materials to City.
10. Monitor application through completeness review (no more than 30 days per Oregon law); revise land use narrative and provide additional materials for up to one (1) response. If deemed incomplete, assumes completeness response can be prepared (including any items from Client) within three (3) weeks of receipt of incomplete notice.
11. Review draft Conditional Use Permit decision with Client and provide recommendations to address potential issues and conditions of approval.
12. Prepare for and attend one (1) Conditional Use Permit hearing with St. Helens Planning Commission. Present the project on behalf of Client. No continuances and/or appeals included at this time.

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13. Monitor appeal period.
14. Review final decision with Client.
15. Review details of the decision and conditions of approval with the design team for their use incorporating it into permit drawings.
16. Re-develop preliminary building code analysis to establish type of construction, use, occupancy, required separations, exiting, preliminary fire/life/safety review, vertical circulation, shafts, plumbing criteria, etc.
17. Outline of material/finish selection specifications.
18. Develop and refine Design Development documents.
19. Issue Design Development set for Client review and CM/GC use.
20. Coordinate with CM/GC, who will complete a cost estimate, utilizing the Design Development set as the basis for the cost estimate.
21. Obtain written approval from Client to proceed with Construction Documents.

Deliverables

1. Design Development set to include the following:
 - A. Drawings identified in the 100% Schematic Design set, further developed.
 - B. Civil/Landscape Drawings:
 - I. Civil general notes.
 - II. Site and landscape details.
 - III. Landscape planting plan for the building.
 - IV. Public right-of-way drawings for three (3) frontages and a new connection to 15th (developed to 30%).
 - a. Right-of-way general notes.
 - b. Right-of-way photometrics.
 - c. Right-of-way detailing.
 - V. Further developed exterior Master Plan of the property.
 - C. Architecture/Interior Design Drawings:
 - I. Slab plans.
 - II. Exterior and interior architectural details.
 - III. Design for Stairs including sections, and details (stairs construction to be design build).
 - IV. Interior finish details and schedules.
 - V. Interior elevations.
 - VI. Casework plans and elevations.
 - VII. Window, door, and hardware schedules.
 - VIII. Interior furnishing layouts.
 - D. Structural Drawings:
 - I. Structural general notes.
 - II. Foundation Plan.
 - III. Framing Plan.
 - IV. Lateral system elevations.
 - E. Other Reference Documents:
 - I. Specifications.
 - II. Design Development Cost Estimate.

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2. Burden of proof application, including supporting documents noted above, submitted for Conditional Use Permit and Sensitive Lands Permit decision by City.

Construction Documents

Time Duration: 14 Weeks

Provide Construction Documents (CD) based on the approved Design Development documents. The Construction Documents shall set forth in detail the requirements for construction of the project.

1. Meet remotely via “Microsoft Teams” video conference with Client to kick off Construction Documents phase services.
2. Provide Construction Documents consisting of drawings and specifications: landscape, civil, architectural, interiors, structural, mechanical, electrical, plumbing, and technology plans and details. The CD set will be used for bidding and GMP establishment.
3. Update and finalize building code analysis and incorporate into Construction Documents.
4. Develop and refine Construction Document phase documents.
5. Issue Construction Documents for Client to review and CM/GC use.
6. Coordinate with CM/GC, who will complete a cost estimate, utilizing the Construction Document set as the basis for the cost estimate and GMP.
7. Obtain written approval from Client to submit for permit.

Deliverables

1. Final Construction Document sets to include the following:
 - A. Drawings identified in the Design Development set, further developed.
 - B. Civil/Landscape Drawings:
 - I. Civil general notes.
 - II. Erosion control plan and details.
 - III. Civil Details.
 - IV. Irrigation plan and details.
 - V. Site and landscape details.
 - VI. Public right-of-way half-street improvements drawings for the east edge of Kaster Road, from the new driveway to Fir Street.
 - C. Architecture/Interior Design Drawings:
 - I. Slab plans.
 - II. Casework plans and elevations.
 - III. Window, door, and hardware schedules.
 - IV. Listed UL details and assemblies.
 - D. Structural Drawings:
 - I. Structural general notes.
 - II. Foundation Plan.
 - III. Framing Plan.
 - IV. Lateral system elevations.
 - V. Structural Details.
 - E. Other Reference Documents:
 - I. Specifications.
 - II. Storm water calculations.

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- III. Structural engineering calculations.
- 2. Transportation deliverables:
 - A. Driveway Approach Permits.

Permitting Assistance

Time Duration: 14 weeks

Mackenzie's involvement in permitting of the project includes submitting for and resolving (to the extent defined below) plan review comments for the following permits:

1. Prepare permit applications and associated forms for the following permits:
 - A. Grade Permit through the City.
 - B. Right-of-way/Construction permit through the City.
 - C. Building Permit through the City.
 - D. Plumbing Permit through the City.
 - E. Mechanical Permit through the City.
 - F. Electrical Permit through Columbia County.
 - G. 1200C Permit through State of Oregon Department of Environmental Quality (DEQ).
2. Submit the permit applications listed above to the City and County, electronically for the following permits: Structural (Building), Plumbing, and Mechanical. All other permits to be submitted in-person unless electronic submittals are made available by the AHJ; applications will be made electronically.
3. Update plans/respond to plan check comments at City (up to two (2) trips/submittals) or online. Respond to comments from the following bureaus for each permit, with responses by others unless noted below:
 - A. Oregon DEQ for 1200C permit.
 - B. Columbia County Building Division for electrical permit.
 - C. Engineering Department for Right-of-Way/Construction permit.
 - D. Building Department – For all remaining City permits listed above.
4. Monitor building permit review (track City staff approval timelines weekly and follow up with reviewers) and work with City reviewers and permit technicians to encourage the permit to be issued efficiently and fees assessed accurately. Distribute updates to Client, design team, and consultants. Assume a maximum of three (3) hours total per week for 12 weeks.
5. Notify Client of approval of each listed permit when confirmed by City.
6. Coordinate payment from Client and arrange for CM/GC to pick up permits at City.

Note that the project may also require other permits by the Client, the Client's separate consultants and/or vendors, the Client's General Contractor, etc. These permits may include (but not limited to): fire alarm, sign, racking, generator, generator fuel, irrigation, etc.; Mackenzie's Scope does not include assistance with these permits. Client understands it is their sole responsibility to ensure all required permits are properly obtained from appropriate agencies.

Deliverables

1. Permit application forms and submittal copies.
2. Letter(s) detailing compliance with preliminary conditions of approval for use in the final review/building permit approval process.
3. Written correspondence responding to up to one (1) round of checksheets/plan review comments for each discipline.
4. Weekly email updates to Client detailing current permit status.
5. Updated permit Construction Documents for (1) re-submittal to permit agency(s) for formal approval.

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Bid Assistance (concurrent with permitting)

Time Duration: 5 weeks

Based on Client approval of the Construction Documents, Mackenzie will issue the Construction Document set to the CM/GC for sub-contractor bidding.

1. Assist CM/GC in soliciting bids for construction as follows:
 - A. Issue a PDF copy of the Construction Documents to be utilized as the bid set.
 - B. Provide input to the CM/GC on development of an agenda for the pre-bid meeting.
 - C. Participate in (1) pre-bid meeting on site.
 - D. Review Pre-Bid meeting minutes, as prepared by the CM/GC.
 - E. Prepare and issue up to (1) addendum to respond to sub-contractor bid questions.
 - F. Track changes to the Construction Documents formally issued via addenda during the bid process.

Deliverables

1. PDF Drawings.
2. PDF Specifications.
3. One (1) PDF Addendum.

Construction Contract Administration

Time Duration: 60 weeks

Mackenzie will provide administration of the construction contract between the Client and the General Contractor as follows:

1. Mackenzie Architect and Civil will attend pre-construction meeting remotely via “Microsoft Teams” video conference.
2. Review and act on properly prepared specified submittals once.
3. Provide in-office support to assist with normal Construction Contract Administration duties for items such as phone calls and requests for additional information (RFIs) for clarification to Contract Documents prepared by Mackenzie and our consultants as follows (Note: the following is on a Time and Materials basis and considered an estimate):
 - A. Architect for up to 10 hours a week for 60 weeks.
 - B. Interiors for up to 8 hours a week for 30 weeks.
 - C. Structural engineer for up to 4 hours a week for 30 weeks.
 - D. Civil engineer for up to 2 hours a week for 20 weeks.
 - E. Landscape architect for up to 4 hours a week for 12 weeks.
4. Review for up to 250 RFIs has been included as part of the estimated efforts.
5. One (1) person per discipline to conduct job site visits to observe the work in progress and prepare written field observation report(s) as follows:
 - A. Architect to attend up to 30 job site visits.
 - B. Interiors to attend up to 6 job site visits.
 - C. Structural engineer to attend up to 4 job site visits.
 - D. Civil engineer to attend up to 2 job site visits.
 - E. Landscape architect to attend up to 3 job site visits.
6. Provide in-office support for review of properly prepared specified submittals. We have included up to one (1) round of review for each required submittal per each anticipated specification section, up to 150 submittals.
7. Will process and review monthly properly prepared applications for payment from the General Contractor.

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8. Architect, Civil, Landscape, Interiors, Mechanical, Electrical, Technology, and Plumbing will conduct one (1) punch list site visit to observe the substantially complete work-in-progress, prepare written punch list report, prepare, and issue a Certificate of Substantial Completion.
9. Architect, Civil, Landscape, Interiors, Mechanical, Electrical, and Plumbing will conduct a punch list verification site visit to observe the completed work and provide written punch list confirmation Report.
10. Structural engineer to prepare and issue a final summary letter based on our previous structural observations and the special inspections.
11. Will process and review project close-out materials up to one (1) round of review and comment.
12. Will review the General Contractor's as-built drawings.
13. Upon request of the Client, prior to the expiration of one year from the date of Substantial Completion, Architect will meet with the Client at the project site to review facility performance and operations.

Deliverables

1. Project visit observation reports.
2. Structural observation reports and summary letter.
3. Processed submittals.
4. Prepare AIA contract documents formally issued (ASI and Certificate of Substantial Completion).
5. Supplemental drawings for clarification to Contract Documents (ASI).
6. Supplemental drawings for revisions to the Contract Documents (PR, CCD).
7. Certified contractor applications for payment.
8. Certificate of Substantial Completion.
9. Punch list.
10. Processed close-out materials.

FEE SUMMARY

Our lump-sum and hourly fees for the disciplines and related design services described above are included in the summary table below. Our original contract (Project Number 2210310.00/.02/.04) has \$340,572 remaining. It is assumed that the remaining original contract will be billed against before billing to the additional service amount included in the table below. See table for additional breakdown.

All Construction Contract Administration services shall be performed on a Time and Materials basis. The estimated fee herein is a forecast of time based on services described, it is not a minimum nor a maximum.

	Contract (.00)	Remaining		Required (.04)	Required (.05) (.06)	
Schematic Design	\$364,282	\$0		\$164,687	NA	
Additional Service	\$178,122	\$0		NA	NA	
Design Development	\$441,579	\$0		NA	\$274,000	Fixed Fee
Construction Documents	\$521,361	\$33,696		NA	\$285,000	Fixed Fee
Permitting	\$52,484	\$52,484		NA	\$44,000	Fixed Fee

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Bid Assistance	\$41,751	\$41,751	NA	\$30,000	Fixed Fee
Construction Contract Administration	\$377,328	\$377,328	NA	\$320,000	Estimate
	\$1,976,907	\$505,259	\$164,687	\$953,000	
Additional Service dated 1/13/2023		(\$164,687)			
Total Remaining:		\$340,572			

Total Additional Service (.05) (.06):		\$953,000	Required
		(\$340,572)	Remaining
		\$612,428	5/17/2023

Reimbursable expenses (printing, copying, deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.1 times cost.

ASSUMPTIONS

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Client to fully understand these Assumptions. In addition to the Scope of Services outlined above, we have assumed the following:

1. Client-Provided Consultant Services

- 1.a. Client will provide current electronic files of existing building(s), Revit model of existing facilities, land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineation, geotechnical report, environmental report, any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.
 - 1.a.i. Client's geotechnical engineer shall provide paving recommendations and related paving specifications.
 - 1.a.ii. Recording of surveys, deeds, easements, final plat, or other real estate documents will be the responsibility of the Client, Client's attorney, and/or Client's surveyor.
- 1.b. Scope and fee are based on Client hiring the following third-party Client Representative to act on their behalf during the project: Otak. We have assumed that the same third-party representative will be part of the project team for the entire duration of the project.

2. Scope of Service Acknowledgements

- 2.a. Mackenzie Scope of Service and fees are based on project phases running in sequential order without overlap, delay, pause, or project being put on hold for any reason between phases.
- 2.b. Fees are based on the estimated schedule duration as defined in phases above. If phase duration(s) are increased for any reason, we will need to assess and address those impacts in terms of scope, fee, and/or schedule as necessary via additional services.

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- 2.c. As noted in the Basis of Design, we have assumed an estimated construction value between \$8,943,558 and \$9,664,257. Our estimated level of service anticipated a level of design, coordination and documentation consistent with our representative experience for executing similar projects within this budget range. Should the budget increase beyond the estimated construction value, there is the potential that the level of service to document and coordinate the design decisions may also increase. Should this become a consideration, we will review and negotiate these potential impacts at that time.
- 2.d. Subject to the applicable Standard of Care, Mackenzie will design the Project in accordance with applicable laws, including current Federal ADA Accessibility Standards and as required by the Authority Having Jurisdiction (AHJ) for Building Permit per the AHJ's current edition of the governing building code, and by reference therein ANSI ICC/A117.1 ("Building Code") for new construction. Notwithstanding the foregoing sentence, the Client acknowledges that various governmental codes and regulations, including without limitation the ADA and FHA, are subject to varying and sometimes contradictory interpretation and that the ADA is not a detailed building code. In the case of such conflicts or differing interpretations, Mackenzie will notify the Client thereof and will endeavor to design to the most stringent interpretation acceptable to the AHJ.
- 2.e. All meetings will occur virtually via Microsoft Teams video conference, other than construction site meetings, unless specifically noted otherwise within the Scope of Services outlined above. We will record and distribute minutes following each meeting for all meetings through all phases up to Construction Contract Administration. During Construction Contract Administration, the General Contractor will provide meeting minutes. Mackenzie will review Construction Phase meeting minutes for those meetings attended by Mackenzie for general consistency with Mackenzie's interpretation of topics discussed and communicate such to General Contractor for their use in preparing Construction Phase meeting minutes.

3. Client and Jurisdiction Approvals

- 3.a. The Client will approve the Documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.
- 3.b. This Scope of Services includes preparation of factual evidence to satisfy the applicant's burden of proof associated with the land use application(s) in an uncontested-case situation. The Scope does not include preparation of supplemental or rebuttal evidence to overcome objections raised by jurisdiction staff or third parties; if required, additional material can be supplied subject to an additional services agreement.

4. Standard Design Items

- 4.a. Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only.

5. Unique Design Services

- 5.a. The Client will not be pursuing sustainability certification for the project (i.e., LEED, Green Globes, WELL, etc.).

6. Construction and Client's Contractor Services

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- 6.a. The Client acknowledges that in order to construct the Work, the Client's contractor will provide additional information stipulated in the Construction Documents that include shop drawings, product data, samples and other similar submittals, which the Architect and other disciplines included herein shall review to the extent of confirming consistency with the design intent depicted in the Construction Documents. Any deviations to the design not clearly identified by the Contractor in the Contractor's submittals and shop drawings will not be reviewed by the design team.
- 6.b. Client's General Contractor will provide fire suppression/fire alarm systems, low voltage, security, audio/visual, and landscape irrigation on a design-build basis. The Client's General Contractor and design-build trades will provide timely information and coordination with Mackenzie and our consultants as needed to maintain the project schedule and development of the design. We have included typical levels of coordination during each phase.

7. Graphics/BIM

- 7.a. Mackenzie will utilize Revit as the documentation platform for the project. Our proposed scope/fee is based on the Revit model Level of Development (LOD) of 200 - 300 as necessary for Mackenzie to facilitate design and produce Construction Documents. We anticipate that Client consultants/vendors will also utilize Revit for their documentation, will be responsible for modeling and detailing their respective components, and will comply with Mackenzie's expectations for document control standards. Mackenzie will develop the base model file and provide it to the consultant team for coordination.
- 7.b. Regardless of level of Revit Model Level of Development (LOD) and anticipated and/or non-anticipated use by the Client, Client's consultants, vendors, General Contractor and/or any other third party not the original author of the Revit model and data contained therein; with or without Mackenzie's knowledge, nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents.

8. Expenses/Billing

- 8.a. Client is responsible for all fees paid to public bodies having jurisdiction over the project.

9. Mackenzie Consultant Services

- 9.a. For additional Assumptions related to the Scope of Services of our retained consultants, refer to their attached proposals.

EXCLUSIONS

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's Scope of Services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services. Although excluded from our services these may be required to be provided by Client for execution of the project.

1. Client-Provided Consultant Services

- 1.a. Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
- 1.b. Geotechnical Engineering investigation/testing and related specifications.
- 1.c. Pavement design and related specifications. These specifications are typically provided by the Client's Geotechnical Engineer.

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- 1.d. Construction cost estimating.
- 1.e. Coordination of Client-provided consultants not identified at the date of this proposal.

2. Land Use Process/Permitting

- 2.a. Environmental review such as DEQ, EPA, etc.
- 2.b. Sensitive lands and/or wetland delineation and/or mitigation design/approvals.
- 2.c. Appeals, variances, public hearings, land use approvals, conditional use reviews, or any required adjustments other than as specifically outlined within our Scope of Services above.
- 2.d. Meetings with public agencies or other meetings other than those specifically identified in Scope of Services above.
- 2.e. Formal Building code interpretation requests and/or appeals.
- 2.f. Permits other than those identified within the proposal identified above (e.g., phased permitting, trade permits, separate demolition permit, any other special permits).

3. Standard Design Items

- 3.a. Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages, such as BOMA calculations, are not included).
- 3.b. Any redesign efforts, including any revisions to the Documents, related to value engineering (VE) or other process(es) to reduce the approved construction cost (estimated, bid or actual) of the Work from that which is depicted in the Documents. Any redesign and subsequent revision to the Documents related to VE or other processes to reduce the construction cost (estimated, bid or actual) of the Work, shall be via Additional Services Agreement approved by Client in writing prior to the execution of such services by Mackenzie and/or our consultants.

4. Unique Design Services

- 4.a. Special foundation systems beyond conventional spread foundations which exclude and are not limited to provisions for liquefaction, such as foundation ties or grade beams.
- 4.b. Floor vibration analysis and design for footfall impact.
- 4.c. Vibration analysis and design. (Equipment and/or sources other than footfall impact.)
- 4.d. Design of seismic bracing, anchorage, or support for equipment or racking systems.
- 4.e. Graphics and/or signage design, permitting, and related coordination.
- 4.f. Furniture selection, specifications, requirements, and all related coordination.
- 4.g. Sustainability Certification Services.

5. Construction Process

- 5.a. Evaluate and act on post-bid substitution requests.
- 5.b. Process and act on partial or incorrect (multiple rounds) of non-compliant submittals.
- 5.c. Review of contractor proposed change order proposal (COP) pricing.
- 5.d. Materials testing/special inspections.
- 5.e. As-built certification to local jurisdiction unless noted specifically above within our Scope of Services.
- 5.f. Our construction contract administration fees do not cover the correction of construction errors or design changes made after the start of construction.

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6. Graphics/BIM

- 6.a. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process unless specifically noted within our Scope of Services above.
- 6.b. Marketing materials.
- 6.c. No Navisworks files or Clashing will be provided or performed. Deliverables shall be PDF and/or hardcopy only. (Revit model RVT files and DWG exports will not be provided.) Revit models and sheets will be created to Mackenzie standards.
- 6.d. No formal BIM Execution Plan will be provided. Nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents.
- 6.e. Use of CAD Drawings or BIM models by any parties other than the design team.

7. Expenses/Billing

- 7.a. Reimbursable expenses.
- 7.b. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.
- 7.c. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.

It is our understanding the project will start in June 2023. If the proposal is agreeable to you, we will prepare an Agreement for Professional Services for your review and approval. Please note that this proposal is valid for 60 days.

We look forward to continuing to work with the City of St. Helens on this project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,



Jeff Rhys Humphreys
Principal

Enclosure(s): Attachment A – PAE Engineers Additional Service Request #3 Proposal dated May 16, 2023
Attachment B – SSA Acoustics, LLP Additional Service Request Proposal dated July 11, 2023
Attachment C – Hourly Billing Rate Schedule
Attachment D – Reimbursable Rates Schedule

c: Adrienne Linton – Mackenzie

May 16, 2023

Adrienne Linton
Mackenzie
1515 SE Water Avenue, Suite 100
Portland, Oregon 97214

Project: St. Helens Public Safety Building
Project Number: 21-1273

Subject: Additional Services Request #3 – DD through CA for Updated Program

Dear Adrienne:

The following additional design services have been requested by Mackenzie:

- a. Design Development, Construction Documents, Permit/Bid, and Construction Administration phase design services as outlined in original PAE proposal, to be redone according to the new approved schematic design scope as recently issued by the design team. The original remaining contract fees are assumed to be credited and this ASR represents the total fee required for remaining design services for the project.
- b. Assumes three deliverables during the remaining design phases:
 - 1) Land Use resubmission
 - a) Support of drawings submitted by architect, outlining equipment locations on site and lighting strategy
 - 2) 100 percent Design Development (specifications and drawings)
 - 3) 100 percent Construction Documents/Permit (specifications and drawings)
- c. Design team coordination will include weekly Revit model uploads and one QC PDF drawing plot prior to 100DD and 100CD deliverables.
- d. Assumes two site visits per discipline during construction and final punch upon substantial completion. Additional field walks can be completed as requested at PAE's standard hourly rates.

Work Requested by: Adrienne Linton (Mackenzie)

The work is an additional service according to our agreement and will be performed on a lump sum basis with fees as shown in the following table:

MEPT Basic Service Fees

Phase	MEP	Technology	Total
Design Development	\$33,200	\$4,200	\$37,400
Construction Documents	\$48,150	\$6,400	\$54,550
Permitting	\$2,450	\$350	\$2,800
Bidding	\$2,500	\$500	\$3,000
Construction Administration	\$29,850	\$2,400	\$32,250
Total	\$116,150	\$13,850	\$130,000

May 16, 2023

Item #5.

We will keep our time separately and invoice per phase under the base project number 21-1273, referencing ASR#3 – DD through CA for Updated Program.

Sincerely,

Jeremy Galvin, PE
PAE

Adrienne Linton
Mackenzie Architects

Dave Williams, PE, LEED AP
PAE

Date



July 11, 2023

Adrienne Linton
Mackenzie
RiverEast Center
1515 SE Water Avenue #100
Portland, OR 97214

RE: Proposal for Additional Services – St Helens Public Safety Building Design Update

Dear Adrienne,

The following is our proposal to provide additional acoustical design services for the St Helens Public Safety Building design update.

Our scope of work will involve evaluating the acoustical aspects of the project, including architectural acoustics, mechanical noise and vibration, and provide design solutions to meet the project criteria. We will provide review and analysis for the acoustical aspects of the project, including selection of wall assemblies, acoustical treatments, mechanical noise and vibration control, and provide design details and product information as necessary. Our services will extend through the DD, CD, and CCA phases of the project. During the construction phase we will be available to review submittals, answer field questions and conduct site inspections.

The following are the services we will provide within with this scope of work:

DD Phase

Services during this phase will include developing the architectural design elements with respect to the criteria, such as wall assemblies and acoustical finishes, and evaluation of the MEP systems.

Architectural Acoustics

1. Review project documents with respect to acoustical criteria.
2. Evaluate assemblies with respect to the design criteria and develop recommendations for sound isolation to achieve the recommended STC ratings.
3. Evaluate the acoustical response of each space and develop acoustical treatments necessary to provide balanced room response. Sound absorbing materials and other design elements will be developed to minimize harsh reflections and control reverberation to provide a balanced response. Coordinate the design solutions with the project team.
4. Identify doors to receive acoustical seals where necessary.
5. Document recommendations in a report including drawings and specifications to be incorporated in the drawing set.
6. Attend project meetings as necessary to coordinate acoustical design.

MEP System Noise and Vibration Control

1. Evaluate noise levels from the HVAC system with respect to supply, return, crosstalk, and vibration based on ASHRAE guidelines.
2. Provide noise and vibration control solutions to meet the design criteria. Coordinate with the mechanical engineer to incorporate into the project documents.
3. Provide a report documenting noise control recommendations and criteria.

Construction Documents

During the CD phase we will provide review and documentation to support the acoustical design elements for construction detailing. We will provide a comprehensive review and solutions to control noise and vibration from the MEP systems.

Architectural Acoustics

1. Review progress drawings for incorporation of acoustical designs. Identify and coordinate items that need to be addressed or updated.
2. Develop and coordinate construction details for walls, window assemblies, doors, and specific acoustical conditions such as mullions and wall/ceiling intersections related to the acoustical performance of the assemblies.
3. Coordinate details, layouts, and other design considerations for acoustical finishes.
4. Issue specifications for acoustical products formatted to project standards. Specifications typically include acoustical sealant, resilient channels, acoustical panels, operable partitions, etc.
5. Attend project meetings as necessary to coordinate acoustical design.
6. Review drawings and specifications at each major drawing release with respect to acoustical design. Issue a report of the review items.

MEP System Noise and Vibration Control

1. Review the mechanical design and provided revised recommendations as necessary to meet the design criteria.
2. Provide final mechanical noise control details for penetration isolation, vibration isolation, and noise control elements.
3. Provide final mechanical noise and vibration control specifications.
4. Provide a property line noise study, which includes evaluating noise from major mechanical and other noise-generating equipment and sources such as police sirens to adjacent properties with respect to pertinent code requirements. Provide noise control requirements for equipment to meet code levels where necessary. Provide a report documenting the study which can be submitted for permitting.

CCA Phase

1. Review product submittals, substitution requests and shop drawings for conformance with acoustical details and specifications issued in the construction documents.
2. Provide site visits to inspect implementation of acoustical scope. At the completion of each site visit we will issue a report of our observations and corrections for compliance with construction documents.
3. Attend / conference into construction meetings as necessary.

Our team will include Alan Burt as the project manager and primary acoustical consultant, assisted by our consultants for analysis and drawing details.

The following are the estimated fees for the project per phase:

Item	Fee
DD Phase	\$2,700
CD Phase	\$4,500
Total – Design	\$7,200
CCA Phase	\$3,500

Services during the design phase will be provided on a lump sum basis. Services during the CCA phase will be provided on an hourly basis not to exceed the total fee. Additional services will be provided on an hourly basis or as otherwise agreed. Our fees include all overhead expenses including printing, use of acoustical equipment and administrative support.

Please contact me if you have questions or need additional information.

Sincerely,
SSA Acoustics, LLP



Alan Burt, P.E.
PARTNER
ACOUSTICAL CONSULTANT

MACKENZIE.

P 503.224.9560 ■ F 503.228.1285 ■ W MCKNZE.COM

RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

HOURLY BILLING RATE SCHEDULE*

PRINCIPALS \$ 175 – \$ 300

ARCHITECTURE/LANDSCAPE

Design Director \$ 190 – \$ 250
 Senior Project Architect \$ 170 – \$ 270
 Project Architect I – III \$ 110 – \$ 215
 Architectural Designer II-III \$ 90 – \$ 185
 Architectural Designer I \$ 65 – \$ 100
 Designer/Drafter \$ 60 – \$ 95
 Intern \$ 60 – \$ 90

ENGINEERING

Senior Project Engineer \$ 160 – \$ 250
 Project Engineer I – III \$ 105 – \$ 210
 Designer I – II \$ 85 – \$ 165
 Transportation Analyst I – II \$ 70 – \$ 120
 Designer/Drafter \$ 85 – \$ 150
 Intern \$ 65 – \$ 100

PLANNING

Senior Project Planner \$ 150 – \$ 235
 Project Planner I – IV \$ 95 – \$ 220
 Permit Coordinator \$ 60 – \$ 100
 Assistant Planner \$ 70 – \$ 120
 Intern \$ 60 – \$ 90

INTERIOR DESIGN

Senior Project Interior Designer \$ 150 – \$ 230
 Interior Designer III – V \$ 100 – \$ 175
 Interior Designer I – II \$ 70 – \$ 135
 Intern \$ 60 – \$ 90

ADMINISTRATION

Administrator \$ 70 – \$ 190
 Word Processor \$ 85 – \$ 115
 Graphic Artist \$ 85 – \$ 130

*Subject to change April 2024

MACKENZIE.

P 503.224.9560 ■ F 503.228.1285 ■ W MCKNZE.COM

RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

Local: \$1.00/sheet
Long distance: \$1.30/sheet

OTHER IN-HOUSE REIMBURSABLE ITEMS

Digital Photo Documentation

\$15.00/download

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet



Oregon

Tina Kotek, Governor

Item #6.

Parks and Recreation Department

Oregon Heritage/
State Historic Preservation Office
725 Summer St. NE, Suite C
Salem, OR 97301-1266
(503) 986-0690
Fax (503) 986-0793
oregonheritage.org



June 29, 2023

John Walsh
City of St Helens
265 The Strand
PO Box 278
St Helens, OR 97051

Dear John:

Congratulations! Your application for a 2023 Memorial has been funded for the amount and purpose listed below.

Grant Amount: \$32,875

Grant No.: VWM-23-01

Start Date: 7/1/2023

End Date: 5/15/2025

Summary: Install 7 new branch of service monuments and 7 corresponding flags and an ADA-accessible concrete walkway leading to the new monuments at the existing McCormick Park Veterans Memorial in St Helens.

Enclosed is the grant agreement. Carefully review the scope of work and requirements for each category to be sure they are summarized correctly and check all other grant requirements. Please sign via Adobe sign email. The signed agreements must be returned to our office within 30 days; if not returned in that period, it will be assumed that you are not accepting the grant award. You will receive the fully executed agreement by email once both parties have signed.

Once the agreement is fully executed, confirm by email that there are no changes to the project based on the application. If there are changes from the application, submit a scope change request as a progress report in the OPRD grants online system.

I am looking forward to working with you. Please let me know if you have any questions, and, again, congratulations and best wishes for a successful project.

Sincerely,

Kuri Gill
Grant and Outreach Coordinator
(503) 986-0685
kuri.gill@oprds.oregon.gov

enclosures

Grant Agreement

Memorial (VWM-23-01) 2023

This Agreement is made and entered into, by and between, the State of Oregon, acting by and through Oregon Parks and Recreation Department (OPRD), Heritage Programs, hereinafter referred to as the “State” and:

**City of St Helens
265 The Strand
St Helens, OR 97051**

or designated representative, hereinafter referred to as the "Grantee."

1. **GENERAL PURPOSE:** The general purpose of this agreement is for the Grantee to carry out the following, as specifically described, and in accordance with specific requirements and standards, in Attachment A: Install 7 new branch of service monuments and 7 corresponding flags and an ADA-accessible concrete walkway leading to the new monuments at the existing McCormick Park Veterans Memorial in St Helens. (Hereinafter referred to as “the Project”).
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties and approved as required by law (“Effective Date”). The Project shall be completed by 5/15/2025 (“Project Completion Date”).
3. **AGREEMENT DOCUMENTS:** Included as Part of this Agreement are the following attachments, which are incorporated herein by this reference in their entirety:
Attachment A: Scope of Work
Attachment B: Standard Terms and Conditions
In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; and Attachment B including appendices thereto.
4. **GENERAL SUMMARY OF OBLIGATIONS:** Grantee agrees to abide by the terms and conditions of this Agreement in consideration for reimbursement by OPRD through the Memorial as specifically provided for herein, and up to a maximum amount of \$32,875 (hereinafter referred to as the “Grant Award”). This amount may not be increased without a written amendment(s) to this Agreement. The Budget is set forth in Attachment A. Grantee shall not submit, and OPRD is not obligated to pay, any reimbursement request for expenditures that occur before the Effective Date or after the Project Completion Date.
5. **NOTICES:** Except as otherwise expressly provided for in this Agreement, any notices or demands required or permitted to be given hereunder shall be given in writing by personal delivery, or mailing, or email, to the following addresses as either Party may hereafter indicate pursuant to this section. Any such notice or demand so addressed and mailed shall be deemed to be given five (5) business days after mailing except for notice or demand by personal delivery that will be deemed given when actually delivered. A change in the contact information for either party is effective upon providing written notice to the other party:

Grantee	Grantee Billing Contact	OPRD Contact
John Walsh	Jennifer Dimsho	Kuri Gill
City of St Helens	City of St Helens	Grant and Outreach Coordinator
265 The Strand	265 The Strand	Oregon Heritage
St Helens, OR 97051	St Helens, OR 97051	Oregon Parks & Recreation Dept
jwalsh@sthelensoregon.gov	503-366-8207	725 Summer St NE, Suite C
	jdisho@sthelensoregon.gov	Salem, OR 97301

6. SIGNATURES:

The Parties, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, have full power and authority to bind their respective Party and agree to be bound by the terms and condition of this Agreement.

GRANTEE: John WalshJohn Walsh (Jun 29, 2023 14:39 PDT)

Signature, Authorized Representative

John WalshCity Administrator

Name and Title of Signer (Type or Print)

06/29/23

Date

STATE:Christine CurranChristine Curran, Deputy State Historic Preservation Officer
OPRD Heritage Programs06/29/23

Date

Attachment A -- Scope of Work

I. GENERAL

McCormick Park Veterans Memorial Expansion (VWM-23-01)

Grantee: City of St Helens

Grant Amount: \$32,875 **Match Amount:** \$28,130

Project Summary: Install 7 new branch of service monuments and 7 corresponding flags and an ADA-accessible concrete walkway leading to the new monuments at the existing McCormick Park Veterans Memorial in St Helens.

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. OPRD Heritage Programs staff must approve any changes to this Scope of Work.

II. BUDGET

1. Veteran Memorial

Other	\$500
Materials and Equipment	\$5,175
Contractor/Consultant	\$27,200
Total:	\$32,875
Total Project Budget:	\$32,875

III. WORK DESCRIPTION

1. Veteran Memorial **\$32,875**

Products:

Install seven new branch of service monuments and seven corresponding flags at the existing McCormick Park Veterans Memorial. It will include an ADA-accessible concrete walkway leading to the new monuments in St. Helens. -Pave additional approximately 300 sq. ft. of concrete -Install seven new pedestals -Install corresponding branch of service flags for the US Army, the Marines, the Navy, the Air Force, the Coast Guard, the Merchant Marines, and the the Space Force. -Engrave short narrative on each granite pedestal with their corresponding seal.

Standards and Provisions:

- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- Prior to starting the project, the grant recipient must submit a work plan for the project to Heritage Programs and receive written approval of that work plan. If the work plan matches the grant application, an email indicating that is the plan sufficient.
- A project sign must be displayed in a prominent location at each project site while project work is in progress. The sign must identify the project and OPRD grant support.
- Credit must be given to the Oregon Parks and Recreation Department in brochures, news releases, programs, publications, and other printed materials.
- Before, during and after pictures are required for reimbursement. Digital images of 300dpi or higher are required.

Attachment B

Standard Terms and Conditions –Veterans and War Memorials Grants

1. **Authority:** ORS 390.124 authorizes the Oregon Parks and Recreation Department to expend funds for Veterans and War Memorials throughout Oregon.
2. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grantee shall receive approval on a final work plan from the State.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
5. **Statement of Support:** All publicity, visual or oral, for this project shall be accompanied by the following statement: *"This project is supported in part by a grant from the Oregon Parks and Recreation Department."* A sign to that effect, provided by the State, may be required on the project site as well.
6. **Reporting:** Grantee shall submit written progress reports and a final report as described in the grants guidelines and on forms provided by State.
7. **Progress Reports:** Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **six month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdrgrants.org.
8. **Fiscal Year-End Request for Reimbursement:** If the grant period spans the fiscal year end, the Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each grant year. The Fiscal Year-End Request for Reimbursement must be submitted to OPRD by **July 10**.
9. **Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Oregon Veterans and War Memorials Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, date volunteered, hours worked, at and rate used for match to be eligible.
10. **Grant Payments:** Grant funds are awarded by State on a reimbursement basis and only for the Project described in Attachment A, Project Overview. OPRD shall pay Grantee upon OPRD's approval of Grantee's invoices submitted to OPRD for completed services and deliverables, but only after OPRD has determined that Grantee has completed, and OPRD has accepted, the invoiced services. Advance payments may be provided under conditions outlined in the grant guidelines, located on the OPRD website.
11. **Invoices and Payments:** Invoices submitted for payment must include OPRD's grant agreement number. Grantee shall submit invoices requesting payment to OPRD's Contract Administrator for approval or as may be otherwise designated through written notice.
12. **Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a Final Reimbursement Request, a completed Grant Impact and Evaluation Form (located in the Grant Guidelines and in an online survey accessed through the OPRD website), and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.
13. **Records Administration:** The Grantee shall maintain all records necessary to properly account for the payments made to the Grantee for costs authorized by this Agreement. These records shall be retained by the Grantee for at least six years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Grantee agrees to allow State auditors, and State Agency Staff, access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
14. **Indemnity Clause:** **The Grantee shall defend, save, and hold harmless State and, its officers, agents, employees and members, from all claims, suits or actions of whatever nature resulting from or arising out of the activities of the Grantee or its contractors, agents or employees under this Agreement.**
15. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with

respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

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

16. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
17. **Repayment:** In the event that the Grantee spends grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
18. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to

allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.

19. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified herein and expressly described as intended beneficiary of the terms of this Agreement, or given specific authority under the Agreement.
20. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
21. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
22. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
23. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
24. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

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 Native Plantscapes NW, LLC (“Contractor”).

RECITALS

A. The City is in need of personal services for blackberry mowing and herbicide application in and around Columbia View Park and Contractor represents that it is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to blackberry treatment and Contractor accepts such engagement. The principal contact for Contractor shall be Chris Hiatt, phone 559-892-8855.

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

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

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

5. Payment.

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

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

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

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

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

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

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

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

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

CONTRACTOR: Native Plantscapes NW, LLC
 Attn: Chris Hiett
 PO Box 4299
 Hillsboro, OR 97124

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

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

9. Insurance.

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

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

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

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

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

10. Termination.

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

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

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

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

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

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

10.2 Breach of Agreement

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

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

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

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

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

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

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

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

14. Indemnification.

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

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

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

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

16. Compliance with Law.

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

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

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

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

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

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

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

16.8 No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

16.8.1 Either:

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

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

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

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

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

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

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

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

16.13 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Mediation/Dispute Resolution

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

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

23. Records, Inspection and Audit by the City.

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

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

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

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

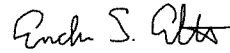
24. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood,

epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

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

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

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

CITY:**CITY OF ST. HELENS**Signature: Print: John WalshTitle: City AdministratorDate: 6-6-23**CONTRACTOR:****NATIVE PLANTSCAPES NW, LLC**Signature: Print: Andre EltetoTitle: Owner-MemberDate: June 2, 2023

ATTACHMENT A
Scope of Work & Terms of Compensation

ATTACHMENT A - SCOPE OF WORK AND TERMS OF COMPENSATION



Native Plantscapes NW, LLC
P.O. Box 4299
Hillsboro, OR 97124
License no. 9428

Date: May 26, 2023
Client: City of St. Helens

Per the attached description
of work and map

SCOPE OF WORK

The following Scope of Work is specific to 16,000 sq. ft of Riverbank along Columbia View Park:

June 2023

- NPNW will survey for nesting birds in proposed area before cutting Blackberry to the ground through work site.

September 2023

- NPNW will apply and herbicide treatment to the new regrowth of Blackberry through the area. Signs will be posted to alert public of herbicide treatment. NPNW will use Vastlan (Triclopyr) Competitor and Hilight blue, all aquatically approved herbicides.

Herbicide Used:

Vastlan- Aquatically approved
Competitor- Aquatically approved
Hilight Blue- Aquatically approved

Labor: \$ 6,140
Materials and Equipment: \$ 100

Grand Total: \$6,240

This contract is not to exceed \$6,240 and will be billed on a time and materials basis. If areas are unable to be treated due to steep slopes, high water, or safety, only time and materials for work completed will be billed to the City.

Contractor will provide City an anticipated work schedule to be able to coordinate access and ensure no conflicts with City events in the park.

City park will remain open during the duration of work and contractor will minimize any impacts to the public in the park.

NOTES

This bid is conditioned upon the parties executing a contract and conditions required by Oregon law together with such other terms that are satisfactory to Native Plantscapes, NW LLC in its sole discretion.

This estimate is valid for 15 days from the date of issuance.

Estimate prepared by:

Chris Hiatt

Chris@nativeplantscapesnw.com

(559)892-8855

Riverbank Blackberry Removal

The City will be constructing Columbia View Park improvements beginning in September 2023 which include the Riverwalk Project along the Columbia River shoreline, including expansions north and south of the present-day park. Today, this area is overgrown by blackberry (*Rubus armeniacus*) and other non-native vegetation. Before the slope can be successfully vegetated with native shrubs and herbaceous plants, the blackberries will need to be killed.

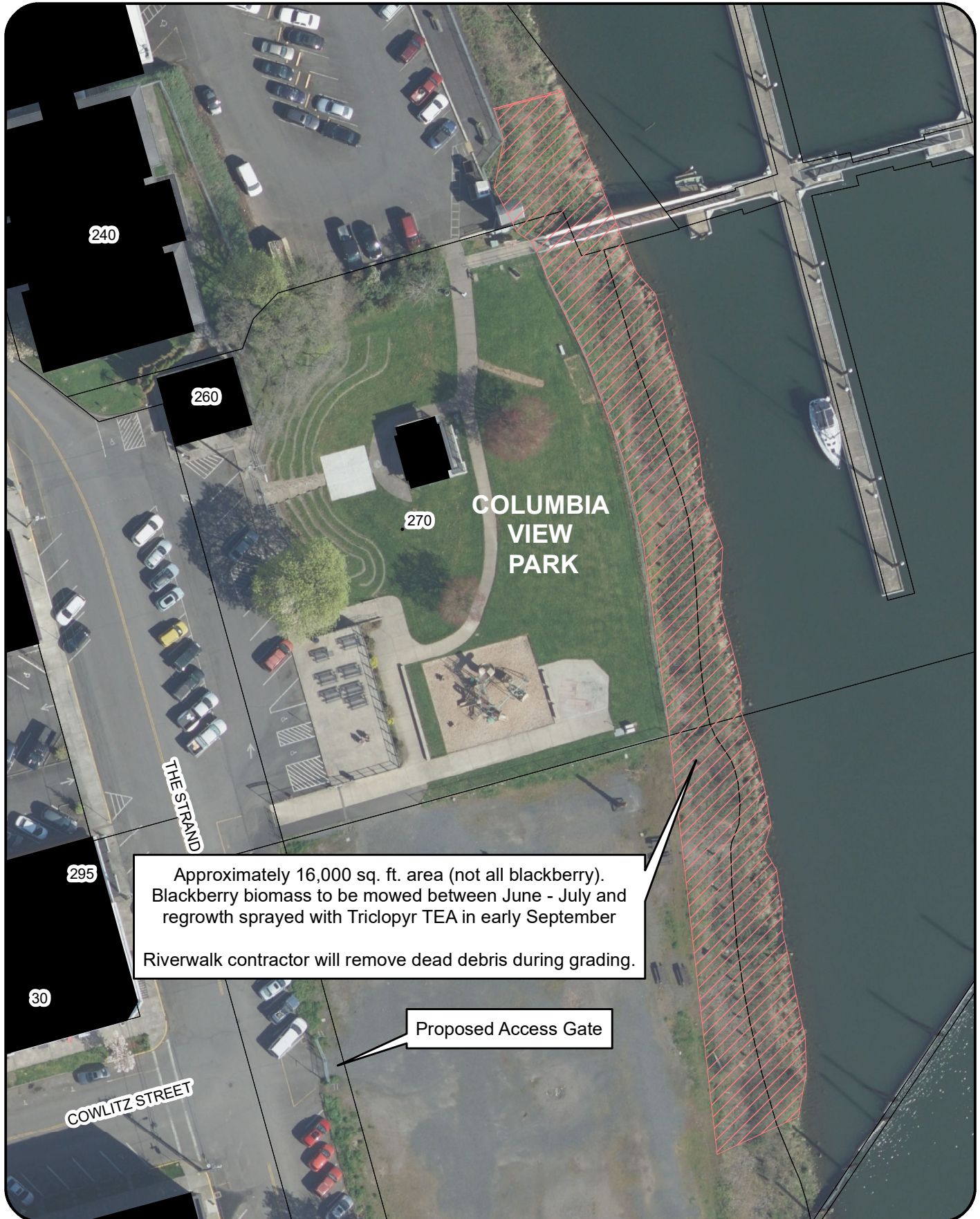
The National Marine Fisheries Service regulate activities that could adversely affect listed salmonids. This includes specifying herbicides that can be used to control non-natives species around aquatic habitat. This document includes the approved list:

https://www.nwp.usace.army.mil/Portals/24/docs/regulatory/NMFS/2013_03-19_slopesv_restoration_NWR-2013-9717.pdf

Blackberry can be controlled best by **mowing the above-ground biomass between June and July and by spraying regrowth with Triclopyr TEA in early September**. Application of this herbicide shall be performed by an Oregon State licensed commercial applicator. Dead blackberry debris will be left on site for City's construction contractor to remove during grading work. All precautions shall be taken in the handling and applications of all herbicides as stated on the product label.

The extent of this scope includes the area labeled "riparian area" on the St. Helens Riverwalk Site Plans, approximately 16,000 square feet of riverbank. This can be seen on the attached exhibit.

Columbia View Park & Riverwalk Blackberry Treatment



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
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	NO

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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



NATIPLA-01

W1AMH-COHEVSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (Item #7.

6/7/2023

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

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

PRODUCER AssuredPartners of Oregon, LLC 2000 Pacific Ave Forest Grove, OR 97116	CONTACT NAME: Barb Schimmel	
	PHONE (A/C, No, Ext): (503) 906-8937	FAX (A/C, No): (503) 716-1022
	E-MAIL ADDRESS: barb.schimmel@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Native Plantscapes NW LLC PO Box 4299 Hillsboro, OR 97123	INSURER B : SAIF Corporation	36196
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EPP 0372726	2/3/2023	2/3/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0372726	2/3/2023	2/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EPP 0372726	2/3/2023	2/3/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		858874	6/1/2023	6/1/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

City of St. Helens its officers, agents and employees are included as additional insured for general liability subject to policy terms, conditions and exclusions as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

OREGON CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	8
3. Damage to Premises Rented to You	8
4. Supplementary Payments	9
5. Medical Payments	10
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)	10
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	11
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	16
11. Property Damage to Borrowed Equipment	16
12. Employees as Insureds - Specified Health Care Services:	16
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence	16

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail bonds: \$ 1,000
- b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

- a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage**.

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

- 2) Occurred prior to the effective date of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have

knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
 - ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and
- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment, Advice Given With Respect to Participation

Item #7.

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the

conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
 - (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
 - (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (b) Does not apply to any act, error or omission that was

committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or
 - (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not

exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program". Item #7.

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,apply irrespective of the application of the deductible amount.
- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or de-

fense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item **5. Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **SECTION V - DEFINITIONS** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a.** Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b.** Interpreting the "employee benefit programs";
- c.** Handling records in connection with the "employee benefit programs"; or
- d.** Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a.** Handling payroll deductions; or
- b.** The failure to effect or maintain any insurance or adequate limits of coverage of insurance,

including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits. Item #7.

- 2.** "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
- 3.** "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a.** Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b.** Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c.** Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d.** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transpor-

tation and health club subsidies.

- (2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises

while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. **War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- 1) Assumed in any contract; or
- 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
 - e) Settling, cracking, shrinking or expansion; or
 - f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

(c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION B. LIMITS OF INSURANCE** is hereby deleted and replaced by the following: Item #7.

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section **B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount

stated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

- (2) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.

- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph **a.** of Paragraph **4.** is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph **9.a.(2)** below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
 - 1) Currently in effect or becomes effective during the policy period; and
 - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
 - (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:
- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or

demolition operation performed by or on behalf of such additional insured.

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- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance. Such person(s) or organization(s) are insureds, but only to the extent that the liability for "bodily injury", "property damage" or "personal and advertising injury" is caused by your negligence, acts or omissions in the maintenance, operation or use of equipment leased to you by such person(s) or organization(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- b) Any express warranty unauthorized by you; employees or anyone else acting on its behalf.
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h) "Bodily injury" or "property damage" arising out of the negligence, acts or omissions of the vendor, its
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
 - b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.

- (e) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) For "your work" performed in Oregon, any person or organization with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only to the extent that the liability is caused by "your work" performed for that additional insured and only to the extent that such liability is caused by your negligence or the negligence of those acting on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (g) For "your work" performed in the "coverage territory" but not in Oregon, any person or organization with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured and only to the extent that such liability is caused by your negligence or the negligence of those acting on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

formed for that additional insured. Item #7.
insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph **9.a.(2)**:

- (a) Subparagraphs (e), (f) and (g) do not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (d), (e) and (g) do not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its "employees"; or

- (c) Subparagraph (f) and (g) do not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) The rendering of, or failure to render, any professional services by you or on your behalf, but only with respect to either or both of the following operations:

- a) Providing engineering, architectural or surveying services to others; and

- b) Providing, or hiring independent professionals to provide, engineering,

architectural or surveying services in connection with construction work you perform.

- 2) Subject to Paragraph 3) below, professional services include:

- a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- b) Supervisory or inspection activities performed as part of any related architectural or engineering activities.

- 3) Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

- (d) Subparagraphs (f) and (g) do not apply to "bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraphs (f) and (g) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of

this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition 5. **Other Insurance** is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.
- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition 11. **Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

- a. With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that

coverage for the additional insured:

- (1) Be provided by the Insurance Services Office additional insured form number **CG 32 61**, **CG 32 62** or **CG 32 63**; or
- (2) Include coverage for completed operations; or
- (3) Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **9.a.(3)(a)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached.

- b. With respect to additional insureds described in Paragraph **9.a.(2)(g)** above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **9.a.(3)(a)**, **9.a.(3)(b)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **9.a.3.b.** and **9.b.** of this endorsement shall not apply and Paragraph **9.a.(3)(a)** of this endorsement shall apply.

Item #7.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph **f.(1)** of Definition **12. "Insured contract"** (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion **j. Damage to Property** of Paragraph **2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 11.** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) **Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly

reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED**, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS)** is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

City of St. Helens
Library Board
ACTION Minutes from Monday, June 12, 2023
 St. Helens Public Library via ZOOM

Members Present

Rob Dunn, Chair
 Melisa Gaelrun-Maggi
 Ellen Jacobson
 Jana Mann, Vice Chair
 Aaron Martin
 Lynne Pettit
 Fatima Salas
 Jessica Sturdivant

Members Absent

Diana Wiener

Guests

Councilors in Attendance

Patrick Birkle

Staff Present

Suzanne Bishop, Library Director
 Dan Dieter, Library Board Secretary



CALL MEETING TO ORDER: The meeting was called to order at 7:16 pm by Chair Dunn.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: N/A

PREVIOUS MEETING MINUTES: Minutes from May 8, 2023, were reviewed and approved.

OLD BUSINESS: STRATEGIC PLAN UPDATE: Director Bishop introduced the 2023 – 2028 draft strategic plan for the library, which includes the Columbia Center. There are some items that are aspirational. Director Bishop described structure of the plan and the reasoning behind it. Member Sturdivant described Goal 1: engage the community in lifelong learning. Goal 1 has five initiatives: 1 – amplify information literacy for all ages; 2 – different ways of learning, engaging with ideas and information; 3 – enhance K-12

learning; 4 – engage the maker community; 5 – provide information, resources and (where appropriate) training to address a variety of community needs. Member Jacobson described Goal 2: develop the library as the community's "living room". Goal 2 has three initiatives: 1 – transformation plan; 2 – facilities plan; 3 – land acknowledgement. Member Martin described Goal 3: enhance access to library services. Goal 3 has six initiatives: 1 – develop volunteer base; 2 – reach out to known and potential users of library services; 3 – reevaluate newsletter and communications for efficacy; 4 – evaluate feasibility of courier service; 5 – evaluate feasibility of a bookmobile; 6 – explore options to provide services to out-of-city residents. The group discussed the draft plan and reviewed the guide for implementation. Director Bishop stated that the plan will be finished prior to our next board meeting at which time the board can vote to approve it. It will then be included in the City Council agenda for their July 19 meeting for final approval. Chair Dunn reported that he presented the annual Library Board report to the City Council on May 17. Feedback for the report was good and suggestions were made to look for fundraising opportunities. The group discussed fundraising and Member Gaelrun-Maggi stated that she would discuss fundraising opportunities with the Friends of the St Helens Public Library. Councilor Birkle commented that there are many discussions about funding and the budget right now in the City Council and in the community.

NEW BUSINESS: Chair Dunn made a motion to reappoint Member Jacobson for another term, all were in favor and the vote was unanimous. Member Martin volunteered to become the next Vice Chair, all were in favor and the vote was unanimous.

LIBRARY DIRECTOR'S REPORT: Director Bishop welcomed new board member Fatima Salas. She extended thanks to Chair Dunn for presenting the annual Library Board report. She also wanted to let the board know that we are shifting to "action" minutes, an abbreviated form for reporting meeting minutes now used by the City Council and commissions. The Code of Conduct was approved by the City Council and now includes a separate policy which creates a Council subcommittee to review any termination based on noncompliance with the new code. The library will be closed on Tuesday, July 4, but will be open for regular hours on Monday, July 3. One of the newly installed egress windows was broken by flying debris from the lawnmower. Fire extinguisher training will be held later this year and NARCAN training will be held in a few months. The City has designated the St Helens Senior Center as an official warming/cooling center. Information about when the center will be activated will come from City Communications Officer Crystal King. The City will continue to include the regular Library hours in communication about extreme weather events and will consider adding hours and/or days to the Library open hours if needed. Substantial state funding for summer programs was cut, and thus City summer programs will be unfunded this year. Consequently, the City's Rec Department will host Party in the Park this summer. The library will share a booth with the Friends at this year's Citizens Day in the Park to be held June 24. The Summer Library Challenge for both children and adults will begin on June 19. Participants can sign up through the Beanstack website. Changes in the library budget for next year were discussed.

CITY COUNCILOR'S REPORT: Councilor Birkle stated that he was excited about the strategic plan and thanked everyone for their good work.

DISCUSSION ITEMS: N/A

SUMMARIZE ACTION ITEMS: Director Bishop will send out a link for a strategic plan google doc that board members can access for final review prior to the next meeting.

NEXT MEETING: The next regularly scheduled meeting will be Monday, July 10, 2023, at 7:15 pm via Zoom.

ADJOURNMENT: Chair Dunn adjourned the meeting at 8:15 pm.

✂

Respectfully submitted by:

Library Board Secretary, Dan Dieter

2022-2023 Library Board Attendance Record

P=Present E=Excused Absence U=Unexcused Absence

Date	Davis	Dunn	Gaelrun-Maggi	Jacobson	Mann	Martin	Pettit	Salas	Sturdivant	Wiener
07-11-2022	P	P	P	-	P	-	-	-	E	E
08-08-2022	P	E	P	-	P	P	P	-	P	P
09-12-2022	P	P	P	-	P	P	P	-	P	U
10-10-2022	P	P	P	P	P	P	P	-	E	U
11-14-2022	P	E	P	P	P	P	P	-	P	U
12-12-2022	P	P	P	P	P	P	P	-	P	U
01-09-2023	-	P	P	P	E	P	P	-	P	U
02-13-2023	-	P	P	E	P	E	P	-	P	P
03-13-2023	Cancelled									
04-03-2023	-	P	P	P	P	P	E	-	P	U
04-10-2023	-	P	P	P	P	E	E	-	P	U
05-08-2023	-	E	P	P	P	P	P	-	P	U
06-12-2023	-	P	P	P	P	P	P	P	P	U



PARKS AND TRAILS COMMISSION

Monday, June 12, 2023, at 4:00 PM

APPROVED MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

Brandon Sundeen, City Council
 Melisa Gaelrun-Maggi, Parks Administrative Assistant
 Buck Tupper, Facilities Maintenance Supervisor

CALL TO ORDER 4:00pm

APPROVAL OF MINUTES

Jacobson wanted to clarify that he did not mean that he didn't want the Grey Cliffs area to be a memorial.

1. Approval of May 8th, 2023, minutes.

Motion made by Commissioner Woodruff, Seconded by Vice Chair Pettit.

Voting Yea: Chair Lathrope, Vice Chair Pettit, Commissioner Belcher, Commissioner Blumenthal, Commissioner Woodruff, Commissioner Jacobson

Official motion to approve new applicant from discussion from last meeting.

Motion made by Commissioner Blumenthal, Seconded by Commissioner Jacobson.

Voting Yea: Chair Lathrope, Vice Chair Pettit, Commissioner Belcher, Commissioner Blumenthal, Commissioner Woodruff, Commissioner Jacobson

NEW BUSINESS

2. Resignation of Lauren- Chair Lathrope

Lauren Gonzales left the commission for personal reasons.

3. Commission Recruitment - Chair Lathrope

The Commission is currently down one seat and there is an advertisement out for the position. Lathrope would like to brainstorm ideas to drum up excitement and spread the word for the Commission. The Commission will also have a booth at Citizens Day.

Woodruff would like to go back to the old way of the entire Commission interviewing the candidates. Lathrope thinks it might be a compromise to invite the candidate to a meeting prior to the interview but

not to change the interview process. The interview process was changed by a resolution for all boards and commissions.

Sundeen pointed out that he did not care that a Commission member brought up negative comments about the candidate in a public forum. Lathrope agreed and would like to come up with a different way to voice those opinions. She is open to advice on this subject.

Blumenthal asked if the approved questions were asked.

Blumenthal and Woodruff came back to the fact that they don't like the resolution that changed how the interviews are done.

It was agreed to wait and read the resolution and then put it on next month's agenda to discuss.

4. Grants - Belcher

Belcher spoke with the Kiwanis Club about getting a \$2000 grant for the Urban Trail from the Cultural Trust. He wants to know what the next step in the procedure would be. Lathrope believes that the next step would be running it by Jennifer Dimsho with the City. Pettit brought up the presentation from Dimsho in March that laid out the steps for bringing forward a grant and forming a grant sub-committee. Sundeen wanted to make sure that the grants for the Parks & Trails Commission are ran through their sub-committee which is Belcher, Pettit, and Jacobson.

5. Sand Island - Belcher

Belcher would like a report from Brad Hendrickson about the activity on Sand Island and the financial agreement with the City. He feels the Commission should be included in the information about the island. Sundeen agreed that any changes to the island should come through the Commission since it is a park. Tupper feels that if Brad was asked, he would have no problem talking about the island. Sundeen said he will make the request.

6. Tourism - Belcher

Belcher said that he was told for something to be considered tourism, money had to change hands. He wants to know if that includes 13 Nights on the River. Jacobson stated that Halloweentown pays for 13 Nights on the River. Belcher stated that he has seen some events at Halloweentown that were not charged for. He feels that the Urban Trail could be considered tourism. Lathrope would like to get a report about what the park fees are and where the money goes.

Tupper reported that the fee forms have been updated and streamlined but the fees have not been changed.

It was agreed that the permit forms will be provided along with fee schedules for next meeting.

Jacobson and Blumenthal talked of being included in the process of approving Special Use Permits.

Belcher wants to make sure that tourism money goes to parks.

7. County Board Commissioners - Belcher

Urban Trail Committee wants to move forward even though there is construction going on at the Waterfront. Belcher and Pettit spoke of kiosk funds, size, content, and materials for kiosk in the town square which is owned by the county. If the county approves of a kiosk, then it would need to go before City Council.

8. Citizens Day in the Park - Chair Lathrope

Lathrope asked for a headcount of who will be at Citizens Day. There will need to be a notification of possible quorum.

Tupper asked for Parks & Trails Commission to have a sign-up sheet for a Work Party clean up day in the park at their booth. Consensus was in favor of the idea. Sundeen thinks there should be a sign at each park advertising for volunteers.

9. 6th Street Park Report - Woodruff

Woodruff didn't have much to say about 6th Street Park as Baseball season is winding down.

Tupper stated that Little League is showing interest in improving these fields. He asked if anyone had any issues with them removing the turf in the infield. Woodruff is concerned if they remove the turf it will turn into a softball field. Tupper mentioned there is also a soccer club that has shown interest in the fields.

OLD BUSINESS

Jacobson wanted to comment again about the plaque at Grey Cliffs Park. He wants a standard procedure established. Lathrope suggests that Jacobson be the one to investigate and bring that to the next meeting. Jacobson declined. Lathrope suggested it be an agenda item next month.

STAFF REPORT

Tupper said that the crew trimmed a bunch of trees and cleared them away from a lot of lights.

There have been some camping issues in McCormick Park recently but were taken care of with police help.

Signs have been taken and then littered in other parts of the parks. Plenty of paint graffiti and one of the bathroom's roofs was torn up.

The gazebo roof in Columbia View Park was removed due to rot.

Paint was purchased for park buildings and the slab was poured at Nob Hill for a new bench.

COUNCILOR'S REPORT

Sundeen thanked the Parks crew for keeping the parks clean especially over the long weekends. It is a busy summer for all areas of the parks.

DISCUSSION ITEMS

Pettit asked if anyone had read the new Code of Conduct. It states that anyone who does not sign it may be removed. Many Commissioners state they have not received a copy.

Sundeen said it did pass the City Council, but he is not aware of the time frame of which it needs to be signed and returned.

(Commissioner Jacobson wanted it mentioned for the record that he attended the City Council work session and found it to be hypocritical for them not to allow Commission involvement.)

Pettit received an email from the Lion's Club which complimented Buck Tupper for quick action on a piece of broken exercise equipment. They also asked for a poison oak sign at McCormick Park.

Blumenthal has been doing trail mowing at Nob Hill, minus a few which have seeding camas.

ADJOURNMENT 5:52pm



PLANNING COMMISSION

Tuesday, May 9, 2023, at 6:00 PM

APPROVED MINUTES

- Members Present:** Vice Chair Dan Cary
 Commissioner Jennifer Pugsley
 Commissioner Charles Castner
 Commissioner Ginny Carlson
- Members Absent:** Chair Steve Toschi
 Commissioner Russ Hubbard
 Commissioner Russ Low
- Staff Present:** City Planner Jacob Graichen
 Associate Planner Jenny Dimsho
 Community Development Admin Assistant Christina Sullivan
 Councilor Mark Gundersen
- Others:** Brady Preheim
 Robyn Toschi
 Shauna Stroup
 Lynne Pettit
 Greg Pettit
 Dan Hatfield
 Guy Davis

CALL TO ORDER & FLAG SALUTE

Chair Steve Toschi was absent, so Vice Chair Dan Cary was the acting Chair.

TOPICS FROM THE FLOOR (Not on Public Hearing Agenda): Limited to five minutes per topic

Preheim, Brady. Preheim was called to speak. He suggested they clarify the public comment period and that it was for topics that they were not going to take public input on later in the agenda. He wanted to clarify the difference between a public hearing and discussion items. He said he felt that the Chair of the Commission should be removed from his position as the Chair's behavior with the Mayor was making the entire Commission, in his opinion, look bad. He also said he would like to see the Commission discuss improving the Courthouse Plaza area. He also said he would like to see some regulations that keep businesses on the main street from becoming vacant or used for residences.

Pettit, Lynne. Pettit was called to speak. She shared she was the Vice Chair of the Parks and Trails Commission. She shared that they had just been presented the Planning Commission's proposal on HB 3115 and she had some concerns about where the encampment proposed would be placed. She shared the space directly behind the Recreation Center along Old Portland Road would be something the Parks and Trails Commission would be okay with, but anything further into the space and along Milton Creek they did not want to see being used. She said the Parks and Trails Commission has plans

to turn it into a reserve to protect the wildlife and the beauty of the area. She also said there was a future to connect this park area to the McCormick Park area with a walking trail.

Pettit, Greg. Pettit was called to speak. He expressed his concern about the Planning Commission's HB 3115 proposal and the locations they had named as a place to create an encampment. He said the area in the old Boise Park along the creek was a treasure to be kept. He mentioned he was empathetic to the situation of the homeless and had volunteered many years with Community Action Team. He said if they plan to create an encampment, there should be toilets and trash receptacles that are regularly maintained to help protect the beauty of the area.

Stroup, Shauna. Stroup was called to speak. She expressed concern about the people living in their vehicles in residential areas. She wanted to be sure there was attention being paid to this behavior and looking for ways to discourage it. She also said she hoped they would be thoughtful about the other aspects of the City when they considered where to place a homeless camp.

CONSENT AGENDA

A. Planning Commission Minutes Dated April 11, 2023

Commissioner Jennifer Pugsley asked for corrections to the motions made on page 6 of 7 of the minutes.

Motion: Upon Commissioner Castner's motion and Commissioner Carlson's second, the Planning Commission unanimously approved the Draft Minutes dated April 11, 2023, with the suggested amendments. [AYES: Commissioner Carlson, Commissioner Castner, Commissioner Pugsley; NAYS: None]

PUBLIC HEARING AGENDA (times are earliest start time)

B. 6:05 p.m. Variance and Minor Modification Site Development Review at 373 S Columbia River Hwy – 1771 Columbia Blvd, LLC

Chair Dan Cary opened the Public Hearing at 6:16 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Commissioner Pugsley shared her potential conflict of interest in the proposal, as she and the applicant had a working relationship with different properties in the City, but she still felt she could make an unbiased decision on the application. No one in the audience objected to her ability to make a fair decision.

City Planner introduced the proposal as presented in the staff report dated May 1, 2023.

Graichen shared where the property was located. He shared that a home on this property had burnt down and was a total loss. The owner expanded the parking lot and improved the access off Little Street. Graichen said when this development proposal came in a plan was approved and then was not completely followed.

He said where the plan started to be an issue was with the landscaping islands. He showed the Commission the first island and explained it was supposed to be 17-feet wide with a curb along the opposite side of the sidewalk. It was installed with 13-foot width and no curb. He also said the street tree installed did not meet the minimum two-inch diameter d.b.h. as required by the standard.

He said the second island was described on the plan as seven-feet, but when installed it was only five-feet.

He said the third island was the most off the original plan. He said on the original plan it was proposed to be nine-feet in width but was installed as three-feet in width. He said the tree was planted in the back as there was not enough space in the island to grow.

He said the Variance was the easiest way to address the deficiencies of the parking lot landscaping islands.

Weigandt, Wayne. Applicant. Weigandt was called to speak. He said he started on this project almost a year ago. He said he met multiple times with the Planning Department about the plans and there were errors in them that he was not aware of. He said the dimensions of the actual space did not match what was laid out on the plans and so when they were in construction, they were trying to fit the approved plan into the smaller dimensions. He said the discrepancies were not intentional. He mentioned he built the parking lot because the number of customers and employees of the complex was starting to increase, so he felt this would be a nice addition to the property. He said he was trying to improve the area with better access and sidewalks onto Little Street. He said there was some confusion with his draftsman who did his plans and the dimensions of the property, but he felt it turned out nicely and thinks this layout works very well for the customer base, the employees, and the vendors who come in and service the property.

In Favor

No one spoke in favor of the application.

Neutral

No one spoke in neutral of the application.

In Opposition

No one spoke in opposition to the application.

End of Oral Testimony

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

Close of Public Hearing & Record

Deliberations

Chair Cary said he felt it was important for the trees to have enough soil for them to grow. He said he thought the landscaping islands being large enough to support them was important. He did not think it was a good thing to require the landscaping and then not require the appropriate amount of care for them to take root and survive for years to come.

There was a small discussion about landscaping and the standards.

Commissioner Pugsley said she thought the landscaping bump out was too small, but if it was built to the standard, it would be too large for vehicles to navigate around it.

There was a small discussion on the width of the bump out and how it would affect the parallel parking spaces.

There was a discussion on the number of parking spots in between the landscaping islands.

The Commission agreed the first landscaping island closest to Little Street should have the correct size street tree and a curb added. They said the other two landscaping islands were approved as is.

The Commission agreed the undersized parking spot should be eliminated or marked as a compact parking space.

Motion: Upon Commissioner Castner's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Variance with the conditions of planting a street tree and a curb to the landscaping island number one and eliminating the adjacent parking or marking it as a compact space. [AYES: Commissioner Pugsley, Commissioner Carlson, Commissioner Castner; NAYS: None]

Motion: Upon Commissioner Carlson's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Chair to sign the Findings. [AYES: Commissioner Pugsley, Commissioner Carlson, Commissioner Castner; NAYS: None]

C. **6:30 p.m. Appeal of Sensitive Lands Permit SL.2.23 at N. 15th Street – Infinity Investments-Puget Sound, LLC**

Chair Cary opened the Public Hearing at 7:09 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Associate Planner Jennifer Dimsho introduced the proposal as presented in the staff report dated May 1, 2023.

Dimsho said the appeal was of an administratively approved Sensitive Lands Permit to build a retaining wall of up to 12-feet in height. She shared the location of the proposed wall and said there was a City owned wetland just north of the subdivision and a small tract of City owned land between the wetland and the subdivision. The applicant also included a storm line which would daylight onto the City-owned wetland tract. In order for the private storm outfall to be maintained by the future owner of the lot, the wall would have to be setback from the property line. The City Engineering Department also required that they build the storm outfall protection to the standard provided in the report.

She said the applicant supplied engineering on the retaining wall, and it was about 50-feet wide and 50-feet long on the backside of the property.

She shared some of the other conditions placed on the original Sensitive Lands Permit for approval, including that they would need revised wall plans to show a setback to account for the storm infrastructure required by Engineering. They also needed to supply additional wall profile and edge conditions to detail about how the wall would tie into the rock bluff to ensure all rock/fill will be contained on the lot.

After sending the original approval out, a neighboring property appealed the decision citing impacts to the neighboring properties.

She said of the items the appellant brought up, there were two things to consider: the definition of a structure and the definition of a yard.

She said they could regulate this wall as a structure because it was proposed to be built in what was otherwise a ranging setback of approximately 2' to 25' from the rock bluff. A new 12' high structure would block what was otherwise a setback between the appellant's property line and the rock bluff. She said to regulate this, they could consider the wall a structure, and utilize setbacks based on the R5 zone. She said the Planning Department added a recommended condition that the applicant would need to submit revised plans which comply with setback requirements per the R5 zoning district unless variance(s) is/are granted to allow less.

Dimsho said this was different than a fence, as fences are capped at six-feet and this wall was going to be 12-foot in height as proposed.

City Planner Graichen said the appellant asked for additional conditions to be placed on the applicant than what the Planning Department recommended. He said the Planning Commission could require a yard setback to be met and installed.

Yordy, Alan. Appellant. Yordy is the representative of the Infinity Investments-Puget Sound, LLC. He said the reason they looked to appeal the decision was for multiple items. He said Lot 10 of the proposed application had part of the property in the wetland area. He also said the 12-foot wall went well beyond the height of the standards and shared some different examples of smaller walls with alternate construction materials. He said there was no landscaping plan to tone down the wall and there was already disturbance to the current landscaping there, including a removal of a tree taken down against City Development Code. He mentioned he was worrying about building something like this in an area that was subject to sloping. He said there were already structures there in the sloping area that had fallen. He also felt it blocked access to his property for emergency evacuation.. He said with the property being a wetland, there were special requirements that needed to be met which were not addressed in the original application. He also said the plans showed a tilting wall, but the plot plan showed a straight wall, so it was not clear on the design, other than it was not a poured concrete, reinforced, wall. He said he would also like to see a seismic report done.

In Favor

No one spoke in favor of the application.

Neutral

No one spoke as neutral testimony.

In Opposition

No one spoke in opposition to the application.

Rebuttal

Hatfield, Dan. Applicant. Hatfield was called to speak. He said based on the survey done on his property, the tree was removed legally. He also said they are looking to place the wall the appropriate distance from the property line. He explained how they would have to build the wall and the construction materials to be used. He talked about the anchors and the way it would be placed, based on an engineer's report, to make sure it was sound and stable. He also discussed the storm drainage and the pipe that was connected to all the houses and how it drains into the wetlands. He said that the wall did not have to be 12-foot, there were other options to make this space safe.

There was a small discussion about the drainage of storm water. Hatfield said they could put the drainage on the property and could be moved to be sure that it does not affect the neighboring properties.

Yordy, Alan. Appellant. He shared that after hearing all the information from the original applicant, he felt a full plan needed to be laid out before they moved forward with the wall. He felt this would resolve all the issues of how things needed to be laid out on the property. He shared the wall should be moved or smaller. He thinks there could be a solution that satisfies all involved.

End of Oral Testimony

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

Close of Public Hearing & Record

The Appellant asked for the Public Record to be left open. Graichen explained that the applicant and the appellant would have seven days for additional written testimony, another seven days to respond to the new information, and a final seven days for the applicant to prepare any final written argument. Deliberations on this matter will occur at the next Planning Commission meeting on June 13, 2023.

DISCUSSION ITEMS

D. CUP.2.23, et. al., condition of approval 2.a.G

Graichen shared the design plan for the mixed-use development on the corner of 6th Street and Columbia Blvd. He said one of the conditions was to have the building design brought to them for recommendations and to see if the design fit the neighborhood better.

He shared the roof was a flat layout now. Commissioner Pugsley was still concerned about the siding and did not like the location of the building. She did say the design was much nicer than the original submittal.

There was a small discussion about building location and how it fits the neighborhood. The majority of the present Planning Commissioners agreed that the new design fits in with the neighborhood.

E. Semi-Annual Planning Department Report

Dimsho and Graichen discussed the Semi-Annual Report which was given to Council at their April 19 meeting.

F. Planning Commission Annual Report to Council

Graichen said the Planning Commission's annual report would be given next month to the City Council. He specifically mentioned the meeting count which increased from 12 to 15. In prior years, sometimes this number was 11. More meetings makes the Planning Department very busy. He shared some more comparisons of years past versus this year's report, including the increase in discussion items from 15 to 35. This is why meetings have been longer than usual over the last year.

He asked the Commission what they felt the City Council could do to support them. He shared some of the requests from last year and that the budget was very lean this year. Commissioner Carlson said she didn't think we should take the request for additional help off the list, as it would be good for the City Council to consider extra help to take pressure off the department.

There were no other suggestions of things to share with the City Council.

G. Refine HB 3115 Recommendation

Graichen shared a few changes based on the City Council's review of the proposal from the Planning Commission. He wanted to narrow down the exact location the Planning Commission wanted to recommend to the City Council. He showed the map of the proposed locations and potential sites for approved camping. Commissioner Carlson expressed concern about too much creek frontage for a camp to be placed. Graichen said there was a 100-foot separation from the space to the creek but it would be hard to manage realistically.

Commissioner Castner said he felt the City Council and the Planning Commission were not really on the same page, but he felt moving forward they should stick with their original recommendation. He said just because the Council and the Planning Commission did not agree, did not mean they should change what they felt was the best recommendation. He said if the Council takes all, part, or none, of the recommendation, then they can say they did their best to give a solid recommendation based on their interpretation of the law.

There was a discussion on what specific areas to be utilized for camping. Based on the map provided by Graichen, the Commission felt only locations one and two should be suggested as a location for approved camping.

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

- H. Sign Permit (x6) at 405 N Columbia River Hwy – Sign Craft (Burger King)
- I. Sign Permit at 115 N Columbia River Hwy – ES&A Sign & Awning

- J. Sign Permit at 420 Columbia Blvd – St. Helens Liquor Store
- K. Sign Permit at 373 S Columbia River Hwy – Aman & Kulwinder, LLC (Skinny's)
- L. Temporary Use Permit at 2225 Gable Road – Shyla Kniffin (St. Hellions Grill)
- M. Site Development Review (Minor) at 71 Cowlitz Street – The Klondike Tavern
- N. Site Development Review at SW Corner of the Wyeth Street/US30 Intersection – Odom (Dairy Queen)

Commissioner Carlson asked about the Temporary Use Permit for a food truck to be placed on private property at the new Crooked Creek Restaurant. She did not agree with opening the business with no parking in front of it. Dimsho mentioned they did not plan to open before the brewery opened and when the road closure opened. They are also only operating on site until the brewery's kitchen is up and running.

PLANNING DEPARTMENT ACTIVITY REPORT

- O. Planning Department Activity Report – April

There was no discussion on the Planning Department Activity Report.

PROACTIVE ITEMS

There was no discussion on the Proactive Items.

FOR YOUR INFORMATION ITEMS

Dimsho shared that Crooked Creek was preparing to submit their building permit and there were slight revisions. He discovered the original main entrance door opening was much larger than the door there now. He proposed to add two side windows for the entrance.

Commissioner Pugsley said she thought the materials for the skylights need to be period correct, regardless of the expense. She did not want to see vinyl windows put in. She did not have an issue with the idea of placing skylights in the door frame.

Dimsho also said the stairs for the upstairs unit originally had a switchback and was now being proposed as a straight staircase with the entrance in the back of the building. She also discussed the storage building that was going to be placed in the back was now going to be attached instead of detached.

ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 10:13 p.m.

Respectfully submitted,

Christina Sullivan

Community Development Administrative Assistant



PLANNING COMMISSION

Tuesday, June 13, 2023, at 6:00 PM

APPROVED MINUTES

Members Present: Chair Steve Toschi (present only during TOPICS FROM THE FLOOR)
 Vice Chair Dan Cary
 Commissioner Jennifer Pugsley
 Commissioner Charles Castner
 Commissioner Ginny Carlson
 Commissioner Russ Hubbard
 Commissioner Russ Low

Members Absent: None

Staff Present: City Planner Jacob Graichen
 Associate Planner Jenny Dimsho
 Community Development Admin Assistant Christina Sullivan
 Councilor Mark Gundersen

Others: Brady Preheim
 Tina Curry
 Steve Topaz

Chair Steve Toschi was not present at the start of the meeting, so Vice Chair Dan Cary was the acting Chair.

CALL TO ORDER & FLAG SALUTE

TOPICS FROM THE FLOOR (Not on Public Hearing Agenda): Limited to five minutes per topic

Toschi, Steve. Toschi was called to speak. He handed a letter of resignation to the secretary. He said he joined the Planning Commission to hopefully make some positive changes in the city. He said it had become clear that some of the projects that the Planning Commission had spearheaded, especially ones that he was leading, had resulted in a lot of negative things. He said at this time he was resigning to go in a different direction to help the public. He said the Resolution 1986 that the City Council had passed was not constitutional and since he had already been falsely accused of things, he felt it necessary to step away from the Commission to protect his reputation and support the public in a different way. He thanked the Commission for all the time and effort they put into the city and was thankful for the knowledge they had provided to him.

Preheim, Brady. Preheim was called to speak. He said he was glad that Steve Toschi had decided to resign, and he thought this would be good for the future of the Commission.

Topaz, Steve. Topaz was called to speak. He discussed his opinion about a tour held for the wastewater lagoon. He shared the City wants to turn it into a waste dump. He said there would be several legal problems if there were failures. He mentioned there was a meeting in December in 2018 about possible uses of the lagoon. He said in 2019 there was supposed to be a public meeting about

the lagoon being turned into a waste dump, but the meeting was cancelled because the State Representatives could not be present. He discussed some reasons why he was taken to the Ethics Board.

CONSENT AGENDA

A. Planning Commission Minutes Dated May 9, 2023

Chair Dan Cary asked for corrections to a portion of the minutes on page two.

Motion: Upon Commissioner Pugsley's motion and Commissioner Carlson's second, the Planning Commission unanimously approved the Draft Minutes dated May 9, 2023, with the suggested amendments. Commissioner Hubbard abstained as he was absent from the meeting. [AYES: Commissioner Carlson, Commissioner Castner, Commissioner Pugsley, Commissioner Low; NAYS: None]

DISCUSSION ITEMS

B. Architectural Character Review Revision - 353 S. 1st Street (Crooked Creek Brewery)

Associate Planner Jenny Dimsho shared the final draft of the doors planned to be installed at the new Crooked Creek Brewery building. She said the original door had a single light door with a kick plate, but after doing a little work, they realized the opening was wider than the original door. So Crooked Creek proposed to widen the door with side lights that were made of wood. The door would also be solid wood with a kick plate. She said this same door on the front would be what they used on the side door now as well. Dimsho said before approving the building permit with this design, she wanted to confirm the Planning Commission was okay with these changes.

The Planning Commission agreed they were okay with this final design.

PUBLIC HEARING AGENDA (times are earliest start time)

C. Deliberations of appeal of Sensitive Lands Permit SL.2.23 at N. 15th Street

City Planner Jacob Graichen confirmed with the commissioners who were absent from the public hearing if they had reviewed the video, minutes and record, and obtained enough information to make the same educated decision as those present at the hearing the previous month. Both commissioners said yes.

Graichen confirmed there were no ex-parte contacts, conflicts of interests, or bias in this matter.

No one from the audience objected to the ability of any of the commissioners to make a fair decision.

Graichen did a recap of the hearing, mentioned there was testimony, and information was obtained about the application during the hearing. He said the appellant requested the record to be left open. During the time the record was open, there was additional written testimony received and it was given to the Planning Commission prior to these deliberations for them to be able to review and provide feedback at deliberations.

He shared the information and conditions that were previously mentioned at the hearing. He felt the application was not fully complete and the conditions would need revised if the commission approved the decision.

There was a small discussion on a tree that was removed.

Commissioner Hubbard mentioned there were other ways to make the retaining wall sturdier and they could consult a designer to help them.

Commissioner Pugsley asked if these plans were deemed complete or what the process was to consider them a complete submittal. Graichen said they tried to condition it to make it more complete, but the appellant asked for a more complete plan to be provided with a new submittal.

There was a discussion about the Geotech Report for the soil on the property, but ultimately no additional geotech was provided by the applicant.

Commissioner Pugsley asked, if denied, what the enforcement would be for the illegal tree removal. Dimsho said it was still an enforcement case and would be addressed with a new application or through a building permit.

Motion: Upon Commissioner Carlson's motion and Commissioner Pugsley's second, the Planning Commission unanimously denied the application to minimize impact to neighboring properties and because it was an incomplete submittal. [AYES: Commissioner Carlson, Commissioner Castner, Commissioner Pugsley, Commissioner Low, Commissioner Hubbard; NAYS: None]

Motion: Upon Commissioner Carlson's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Chair to sign the Findings. [AYES: Commissioner Carlson, Commissioner Castner, Commissioner Pugsley, Commissioner Low, Commissioner Hubbard; NAYS: None]

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

- D. Sign Permit (x2) at 465 S Columbia River Hwy - Portland Sign Co. (Pacific One Bank)
- E. Home Occupation at 58710 Noble Court - 1791 Armory, LLC
- F. Temporary Sign Permit at 2100 Block of Columbia Blvd - St. Helens Kiwanis Club

There was no discussion on the Planning Director Decisions.

PLANNING DEPARTMENT ACTIVITY REPORT

- G. Planning Department Activity Report - May

Graichen shared there were five first readings for ordinances at the last Council meeting, all of which were from Planning. Three were annexations, one was the street naming, and last was the HB 3115 ordinance.

Dimsho mentioned the design for the Gateway project was started and that the first phase of construction at the intersection of S. 1st Street and St. Helens Street could be through the end of the year. There was a small discussion on the construction timelines and the Riverfront Development.

PROACTIVE ITEMS

- H. Architectural Standards

Graichen said they planned to discuss this item at the Joint City Council Meeting, but it was cancelled. He encouraged the Commission to start thinking about different parts of the standards to tackle instead of taking on too large of a project.

He said they could look at implementing architectural standards by zoning districts and break it down by the area. He mentioned another way to do it was with an overlay zone which could allow the standards to crossover into multiple zoning districts. He also said a third way to approach these standards was looking at the Historic Landmarks list. He also said they could look at the use types of the different types of development (like multi-family).

He did say when considering residential uses, they need to be sure the standards are clear and objective to comply with state requirements.

Graichen mentioned the Commission should have a primary goal on how they want to move forward with the architectural standards for the next Joint Planning Commission/City Council meeting.

Dimsho suggested when the Commission was doing research on other towns that have architectural standards to consider the standards for the Riverfront District the City already has in place that are working. Instead of locating architectural standards for downtowns, she encouraged the Commission to locate standards for residential districts, since that is where the gap is.

FOR YOUR INFORMATION ITEMS

Graichen mentioned the Joint Planning Commission and City Council meeting was cancelled because of such a busy month with activities. He said he was going to suggest cancelling the June meeting permanently in the future, but said it was better to leave them on the calendar for instances when there may not be a busy June and there is time to meet.

Chair Cary said he would like to see more joint decision making to cancel joint meetings and better communication about it in the future.

Dimsho congratulated Commissioner Hubbard for receiving a grant from the St. Helens Mainstreet Alliance for his project on N. 12th Street. Commissioner Hubbard shared some of the details of his project and how it was moving forward.

Graichen mentioned there was a vacancy and he asked who wanted to participate on the interview committee. Both Commissioner Pugsley and Commissioner Hubbard volunteered to be on the committee. Chair Cary also mentioned there should be a vote on the new Chair and Vice Chair positions at the next meeting.

ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 7:15 p.m.

Respectfully submitted,

*Christina Sullivan
Community Development Administrative Assistant*

City of St. Helens

Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 19th day of July, 2023 are the following Council minutes:

2023

- Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated June 7, 2023

After Approval of Council Minutes:

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



COUNCIL WORK SESSION

Wednesday, June 07, 2023

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Jessica Chilton
 Councilor Patrick Birkle
 Councilor Mark Gundersen
 Councilor Brandon Sundeen – Via Zoom

STAFF PRESENT

John Walsh, City Administrator	Suzanne Bishop, Library Director
Kathy Payne, City Recorder	Gloria Butsch, Finance Director
Lisa Scholl, Deputy City Recorder	Jacob Graichen, City Planner
Crystal King, Communications Officer	Bill Monahan, Contracted City Attorney
Brian Greenway, Police Chief	Tina Curry, Contracted Event Coordinator

OTHERS

Angela Wayman	Dana Lathrope	Scott Jacobson	Steve Toschi
Brady Preheim	Alexis Lathrope	Eddie Dunton	Greg Pettit
Lynne Pettit	Steve Topaz	Evad	Dread
Jim Coleman	Megan Ryan	Josh Brown	Kanale Tumlinson
Michelle Millar	Robyn Toschi		

CALL WORK SESSION TO ORDER – 2:00 p.m.

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

- ◆ Scott Jacobson. Requesting Council delay a decision until next month on the proposed Code of Conduct. That will allow Boards and Commissions the opportunity to discuss it. He reviewed his concerns:
 - Not able to direct staff, which may impact their ability to gather information.
 - Needs to have well-defined procedures for Council to dismiss members.
- ◆ Angela Wayman. She organizes the annual Spirit of Christmas parade. They pick up food donations for Columbia Pacific Food Bank. Last year, she was charged a fee of \$100 plus the \$450 parade deposit. She is requesting a sponsorship.

Mayor Scholl made a note of it and will discuss it at tonight's meeting.

- ◆ Brady Preheim.
 - Code of Conduct is a good idea. Recommends removing Steve Toschi from the Planning Commission. If he's not removed, what is the point of having it? Even before HB3115, he was a poor member of that Commission and he's gotten worse as Chair.
 - Need to have police at 13 Nights on the River. Bill Eagle called in to his KOHI show and had negative things to say about the Police Chief. He talked about him not being a member of the community, and the reason police are not attending events.

- He did not like the Union's comments about the mystery boat. It's not a choice between the boat and police.
- ◆ Steve Toschi, Megan Ryan, Robyn Toschi. Steve talked about struggling people having the right to a warm and dry place to shelter. It is not objectionably reasonable to make people move every 24 hours. Making them do so becomes about power and control. When the City gets sued, they will have no chance of winning the 24-hour relocate rules. Courts make decisions based on evidence and will see Council did the opposite of what was recommended to them by the Planning Commission. He talked about what happened in Grants Pass. He fears for the safety of women and children if Council passes the 24-hour move along law. He was asked where the 24-hour rule came from and was informed that it was recommended by the attorney hired by the City's insurance company, and City Administrator Walsh said he wanted to go with the flow and see what others are doing. Steve told Walsh that he's too passive of a City manager and his attitude and leadership on this issue has placed all citizens in grave danger. He's afraid of ideas, accountability, and tried to suppress thought and expression of truth on this issue. He thinks that Mayor Scholl is a victim of that poor leadership. He went to the newspaper to share his concerns with the public and now the Planning Commission has been presented with a censorship law and demand for them to obey the Council. He's been defamed and shamed. The City already has an ethics law and now they are trying to pass a law that allows them to remove a Board or Commission member with false accusations. He is thankful the Planning Commission took on HB3115 and brought the truth forward. The only opposition has been from ego. They should not suppress the truth or ideas. They should reject the gag order, keep a strong Planning Commission, and not be bullied or afraid.
- ◆ Steve Topaz.
 - Mayor Scholl read the rules for visitor comments, which said that the information would be kept by City Recorder Payne and City Administrator Walsh. He reported several things on April 19 and gave the list to Payne. That information was not given to the Council.
 - He listed questions he had about the City's lagoon, concerns about contamination, and requested a public meeting to notify the community about the status. A copy of his questions is available in the archive packet for this meeting.
- ◆ Tina Curry. Since they won't have tailgating or parking downtown for 4th of July, she would like to post street closure signs at S. 1st and St. Helens Street, and at S. 4th Street so people don't try to come down Cowlitz Street.

Mayor Scholl pointed out that tailgating won't be available for a couple years. There was no objection from Council to post road closure signage.

DISCUSSION TOPICS

1. Review Request from Hudson Garbage to Increase Garbage/Recycling Rates - *City Administrator John Walsh*

City Administrator Walsh reviewed the franchise agreement and rate increases.

Hudson Garbage District Manager Josh Brown reported that the last three years have been difficult and impacted by inflation. They are requesting a 6.5% increase on services. The County does control the transfer station fee. They are raising the tipping fee to 5.1%. He hopes that the economy improves.

Mayor Scholl said this will be open for public comment tonight.

Council expressed their appreciation of Hudson and their service to the community.

2. Discussion for the Selection of the Construction Manager/General Contractor (CM/GC) Services for the New Public Safety Building - City Administrator John Walsh, Police Chief Brian Greenway, Public Safety Facility Project Manager David Lintz (Otak)

City Administrator Walsh reported that 10 responses were received. They narrowed it down to the top two and recommended Howard S. Wright. Police Chief Greenway added that they are prioritizing communication engagement and using local subcontractors.

Council President Chilton brought up the floodplain concerns. Greenway responded that the contractor is aware of it and prepared.

Walsh pointed out building material examples. It is an action item for tonight.

3. Review of Final Proposed Ordinance for HB3115 - City Planner Jacob Graichen

City Planner Graichen pointed out the ordinance on tonight's agenda. It's an emergency ordinance with the first reading tonight and second reading on June 21, where it will take effect immediately. He reviewed his memo, proposed ordinance, and maps, which are included in the archive packet for this meeting. The rules must be objectionably reasonable from the standpoint of a homeless person or they can file a suit. He pointed out that the rules will be different for every community. He understands the emotion involved, but they must adopt something. He talked about the amount of time spent on this subject.

Mayor Scholl agreed that getting here has been a long process. They are just adhering to State law and can amend the ordinance in the future if they need to. He pointed out that they did not talk about allowing camping in residential areas at the joint meeting. Council President Chilton added that they also discussed it not being allowed in parks and business districts.

Discussion about the 24-hour and 72-hour rule. For example, once the 24 hours elapses, an officer could post a notice that they have 72 hours to move. Councilor Birkle suggests increasing it from 24 hours to 48 hours. The 24-hour limit puts an undue hardship on those already struggling.

Graichen reviewed maps showing the exclusion areas.

Councilor Sundeen thanked Graichen for his work on this. He agreed with Councilor Birkle. The 24 hours doesn't seem to solve the problem. Some people are just going through a hard time and living in their car. They may need more time to get resources. Increasing it to 48 hours would be helpful.

Councilor Gundersen thinks 24 hours is reasonable since there is also the 72 hours. The point is for them to rest and sleep.

Mayor Scholl is okay with either. The Houlton District is where a lot of the resources are, which is probably why it was excluded. Graichen added that it's central.

Mayor Scholl reminded the Council that they need to be compassionate and respectful.

Graichen can make modifications between now and tonight.

Council President Chilton added that reasonable accommodations can be made on a case-by-case basis. Graichen agreed.

Consensus of Council to leave the time as it is and adjust in the future if needed.

4. Annual Report from Planning Commission - City Planner Jacob Graichen

City Planner Graichen reviewed his report. A copy is included in the archive packet for the meeting.

Consensus of Council to postpone the City Council/Planning Commission joint meeting until the end of July.

Graichen reported on the number of Planning Commission meetings, what was reviewed, proactive items, and future projects. Planning Commission recommends the City hire an Associate Planning for the upcoming fiscal year.

Police Chief Greenway requested Graichen come to the Police Department to educate the officers on HB3115.

5. Annual Report from Parks and Trails Commission - *Chair Dana Lathrope*

Parks & Trails Commission Chair Dana Lathrope reviewed her PowerPoint presentation. A copy is included in the archive packet for this meeting. Dana reported on park assignments and timeline of presentations, three off-leash dog parks now, updates for each park, urban trail moving forward, and thanked Public Works and Parks staff, community members, and volunteers.

Council President Chilton asked about the rocks in Campbell Park being removed. There's an RV parked next to the restrooms. Dana responded that they plan to add cement barriers to replace the rocks.

Mayor Scholl thanked them for their work. Councilor Sundeen keeps them informed.

6. Discussion regarding Rates - *Finance Director Gloria Butsch*

Finance Director Butsch reviewed her memo. A copy is included in the archive packet for this meeting.

- Covers long-range needs of the water, sewer, and storm systems. There are significant improvements scheduled this year.
- There was a lot of discussion about the Public Safety Fee at the Budget Committee meeting. The recommendation was to increase the fee to \$10. There are still some unresolved items. Raising it to \$10 could pay for one year of a new police officer. After that, they would be back in a budget problem for adding officers. At \$12, it could probably cover another officer. However, it doesn't do anything long term for the General Fund.

Council discussed the need to look at additional revenue sources and the need for additional officers and an efficient facility. Council President Chilton is concerned about the sustainability of the fee. One officer is not enough. She apologized to the officers. She does not think they have done their due diligence to fund police positions. They need to look at their assets, timber revenue, etc., and dedicate more money to law enforcement. Councilor Sundeen agreed with the need to get creative with revenue sources. He suggested they look at selling property. Mayor Scholl agreed with looking at assets.

Walsh reminded the Council that the Budget Committee agreed to look at revenues and expenditures once the budget was approved. Right now, the budget is using reserves to balance and that is not sustainable. The \$10 only covers the debt service. It's not good fiscal policy to use one-time revenues to fund long-term labor and recurring expenses. It's not sustainable.

7. Review Leak Adjustment Request from St. Frederic Catholic Church - *City Administrator John Walsh*

City Administrator Walsh reported that St. Frederic Catholic Church had a significant leak in a building that is rarely used. Leak adjustments over \$1,000 come to Council. A copy of the request and supporting documentation is included in the archive packet for this meeting.

It will be on tonight's agenda for a decision.

Break - 3:54 pm.

8. Review Draft Proposed Code of Conduct for City Boards, Committees, and Commissions - *City Administrator John Walsh and City Attorney Bill Monahan*

City Administrator Walsh presented the Code of Conduct. A copy is included in the archive packet for this meeting.

Contracted City Attorney Bill Monahan talked about the process of removal. He suggested adding language that a person will be given notice and the opportunity to provide a written response.

Councilor Birkle understands the City reserving the right to remove people, but he would like there to be more of a process than just a notification. Personally, he would not volunteer to join a board if he was asked to sign this. Council President Chilton asked if he thought they should notify the person of a hearing and then Council presides over that hearing. Councilor Birkle said that could be done or a more informal process.

Mayor Scholl said they need more processes in place. The conduct that took place with HB3115 was out of line with the City's mission and does not serve the citizens well. Council President Chilton agreed there need to be consequences, but they need to find the best way to get there.

City Recorder Payne recommended two councilors be the hearings officer and then make a recommendation to Council. Discussion of councilors to appoint. Councilor Sundeen recommends that one is always the council liaison over that Board/Commission. The second person could be the Council President.

Monahan pointed out that the Code of Conduct will apply to all Boards and Commissions. He recommends Municipal Code amendments to the Planning Commission section if the proposed Code of Conduct is approved.

- Remove the reference to members of the household pertaining to financial gain and refer to ORS 244 in case of future changes.
- Formalize a work plan. There may be some potential friction that could occur during projects.

Mayor Scholl requested a document to review at the joint CC/PC meeting in July. Monahan will work on that.

Monahan and Payne will work together to bring back updates for the Code of Conduct resolution tonight.

9. Report from City Administrator John Walsh

- It's been busy with lots of activities.
- A Cheer Team sponsor request was distributed to Council.
- The tourism boat is here! It's named Eagle Osprey and has been approved by the US Coast Guard.
- 4th of July agenda is being worked on. Parking was discussed earlier.
- Construction will affect businesses and residents. The contractor is sensitive to needs.
- 13 Nights on the River. There has been a lot of negative social media about fighting. Tina reported that Chief Greenway can have a couple officers down here unless there's an emergency. They have had problems with youth in the past but last week was out of control. Vendor booths were damaged. She plans to charge a small fee to enter the area to help control who comes in. She hopes to find a way for there not to be a fee in the future. She doesn't want this event ruined for those there to have a good time. It will help to have a police presence.

Chief Greenway pointed out that they are victims of Tina's success. Events have grown and have added safety issues. In the past, they were able to have Reserve Officers at 13 Nights, unfortunately, they no longer have reserves. Something happened in the nation in 2020 that emboldened people to act this way. They only have two officers working during that time and must prioritize resources. If it's predictable, it's preventable. They are not even able to help with the Kiwanis parade. They need a long-term sustainable plan. The events are going to grow. Over 13,000 people attended the Halloween parade and they only had two officers working. The national industry for law enforcement is two officers for every 500 people. That number should be doubled if there are alcohol sales. They must be proactive to keep the community safe.

Mayor Scholl agreed with the \$2 fee to help control attendees.

Council President Chilton was scared at the last Halloween parade. The number of people in the crowds was overwhelming. She strongly encouraged them to look at private security for big events.

Councilor Birkle asked what will be done with the \$2 fee. Tina explained that it is Tourism income to help pay for 13 Nights. Having only one entry point will make a difference.

Council President Chilton suggested having juvenile probation officers in attendance. That's the only way they'll behave. She also repeated the need to have private security.

Councilor Birkle asked what advice is best for bystanders. Greenway said to be a good witness and call 911, and keep hands off.

- Walsh requested moving the executive session to this evening. Council concurred. Monahan will be here at 7:30 p.m.
- Thanked Public Works for helping with the Columbia View Park gazebo quickly. There's a new floor and handrail around it for now.
- The Gateway Stakeholder Committee is reviewing different options for the S. 1st and St. Helens Street intersection, such as an arch or something on each side.
- Received confirmation from DEQ to turn one loan into three for the sewer basin projects. It will save them \$500,000 each. They are also applying for a \$2.5 million Community Development Block Grant, which would be administered through Business Oregon.
- The water reservoir project on Pittsburg Road is out for bid. They are building a new reservoir and not fixing the old one.
- Meeting with DEQ about the Central Waterfront project. Mayor Scholl read a portion of the statement that is read prior to visitor comments. The City Administrator and City Recorder are only making note if action is needed.
- Council received an action sheet for the janitorial contract. They received two bids in response to the RFP. A committee reviewed the bids and unanimously chose EcoBright. To stay on the timeline, they need to get approval tonight so they can notify the parties.

ADJOURN – 5:09 p.m.

EXECUTIVE SESSION – Recessed until after the Regular Session.

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

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

June 7, 2023

Members Present: Rick Scholl, Mayor
 Jessica Chilton, Council President
 Patrick Birkle, Councilor
 Mark Gundersen, Councilor
 Brandon Sundeen, Councilor (via Zoom)

Members Absent: None

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



At 5:07 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated 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. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

At 5:09 p.m., the Executive Session was recessed until no sooner than 7:30 p.m. after the Regular Session this evening.

At 8:02 p.m., Mayor Scholl reconvened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call.

- **Consult with Legal Counsel/Litigation, under ORS 192.660(2)(h)**
 - Update on potential litigation with ACSP.
 - Update on negotiations with U.S. Ecology.
 - Update on litigation with Lynn Hanks.
- **Real Property Transactions, under ORS 192.660(2)(e)**
 - Discussion regarding a land donation offer.
 - Update on riverfront redevelopment and interest from potential developers.
 - Update on litigation with Cascades Tissue.
 - Update on Sand Island Campground lease of Sand Island.

The Executive Session was adjourned at 8:49 p.m.



ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

An audio recording of this meeting is archived at City Hall.



COUNCIL PUBLIC HEARING

Wednesday, June 07, 2023

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Jessica Chilton
 Councilor Patrick Birkle
 Councilor Mark Gundersen
 Councilor Brandon Sundeen – via Zoom

STAFF PRESENT

John Walsh, City Administrator	Jacob Graichen, City Planner
Kathy Payne, City Recorder	Crystal King, Communications Officer
Lisa Scholl, Deputy City Recorder	Suzanne Bishop, Library Director
Gloria Butsch, Finance Director	

OTHERS

Jim Coleman	Brady Preheim	Noelle Freshner & SHHS Band Students
Eddie	Scott Jacobson	Eric Stearns & SHHS Choir Students
Adam St. Pierre	Jennifer Massey	Pam Brady
RW Hoover	Keith Locke	

OPEN PUBLIC HEARING – 6:47 p.m.

TOPIC

1. Fiscal Year 2023/2024 State Revenue Sharing & Budget

Finance Director Butsch presented the State Revenue Sharing and Budget documents. The budget includes the increase to the Public Safety Fee.

PUBLIC COMMENT

- ◆ Brady Preheim, speaking as an individual. He is concerned about the budget. The 2025 budget looks grim and gets worse every year. The \$10 Public Safety Fee will help, but he also encouraged them to do a General Obligation Bond for the police station. He suggested they pause the construction of the police station and focus on increasing police staff. They need to add three or four police officers. The City needs to do a 6% cut across the board.

CLOSE PUBLIC HEARING – 6:51 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, June 07, 2023

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Jessica Chilton
 Councilor Patrick Birkle
 Councilor Mark Gundersen
 Councilor Brandon Sundeen – via Zoom

STAFF PRESENT

John Walsh, City Administrator	Jacob Graichen, City Planner
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OTHERS

Jim Coleman	Brady Preheim	Noelle Freshner & SHHS Band Students
Eddie	Scott Jacobson	Eric Stearns & SHHS Choir Students
Adam St. Pierre	Jennifer Massey	Pam Brady
RW Hoover	Keith Locke	Josh Brown
Ryan Scholl	Greg Clark	MaryJo Beck
Olivia Beck		

CALL REGULAR SESSION TO ORDER – 7:00 p.m.

PLEDGE OF ALLEGIANCE

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

- ◆ Scott Jacobson. He is a resident and member of the Parks & Trails Commission. He is here to clarify something Steve said at a previous meeting. Steve had about a week to think about the 24-hour stay limits but the Parks & Trails Commission only had about 10 seconds. It was not fair for him to say that no one spoke up. Scott thinks 24 hours is objectionably reasonable. If they're going to stay longer, they need to show they are actively seeking services.
- ◆ Brady Preheim. A Councilor's constant attacks on the tourism director's financial responsibilities is not acceptable. It's false to say that she is not accountable. She passed an audit and any insinuations that she's stealing money is unacceptable.
- ◆ Steve Toschi. He is here to follow-up on the work session discussion.
 - He recommends Council move forward with the 48-hour stay limitation rather than the 24 hours. If they are sued, at least they had a Planning Commission hearing that discussed the 24 hours. The 48 hours will help protect the City.

- The Houlton Business District has residences and businesses. The fact that it's central doesn't have anything to do with it. The District should be excluded. There may not be an actual spot and they don't want to create an illusion.
 - He signed a Code of Ethics acknowledgement and has not violated it. This was a very difficult path. He recommends Council pause the ethics discussion for six months. A disaster can occur when errors are made. Before they make rules, take a deep breath, and start working together again as friends and neighbors.
- ◆ Jennifer Massey.
- She talked about the Public Records Request for text messages regarding the levy. She appreciates the efforts made by Mayor Scholl and Council President Chilton to obtain information from the Sheriff prior to supporting the levy. She found Councilor Sundeen's comment interesting that he said a lot of people have contacted him in opposition, but he still voted in support of the levy. People are watching what Council members are doing very closely, and there appears to be a "Good Ol' Boys Club" based on the texts sent. She requested a copy of the text messages be added to the record for this meeting. She also suggested that Councilor Sundeen encourage the Sheriff to improve the professionalism in their department.
 - There is a dire need to fill positions or the 24-hour coverage will be in jeopardy. She recently learned that another officer is already in the background phase to move to another jurisdiction and they're down one due to injury. That will put them down to 11 officers. Her husband has responded to 10 calls at the new apartments. There is a problem and it will get worse. Council has to figure out how to get more officers.
 - She also requested Councilor Gunderson's text messages be made part of the record that show concern more for a political advisor's opinion than his constituents.
- ◆ Adam St. Pierre. This is a booming tourism town. Can they capitalize on that to hire new officers? Other towns use those funds to pay for officers. The new boat is great for tourism but it will also be a liability. He understands that the Sheriff's Office doesn't want to monitor Sand Island. Where does that leave St. Helens if something happens on the Island? He emailed questions to the Sheriff on May 20 and forwarded those to the Council but has not received responses from anyone yet. In summary, he asked how many patrol deputies there are right now, when they can expect the seven new deputies, and when they can expect 24-hour coverage. He asked for Council to also try to get answers to those questions.

PROCLAMATION

1. St. Helens High School Choir and Band Programs Excel

Mayor Scholl read the proclamation into the record.

St. Helens High School Choir & Band Programs Excel

June 7, 2023

Whereas, the City of St. Helens is proud to be home to the outstanding St. Helens High School; and

Whereas, the St. Helens High School diligently serves the students of the City of St. Helens, and the band and choir programs provide a curriculum that challenges students, builds character, and develops personal musicianship; and

Whereas, the St. Helens High School Chor Leonis members, under the direction of Eric

Stearns, recently traveled to Corvallis, Oregon to compete at the 2023 OSAA State Choir Championship; and

Whereas, the St. Helens High School Wind Ensemble members, under the direction of Noelle Freshner, recently traveled to Corvallis, Oregon to compete at the 2023 OSAA State Band Championship; and

Whereas, the St. Helens High School Jazz Band members, under the direction of Noelle Freshner, recently traveled to Gresham, Oregon to compete at the 2023 OMEA State Jazz Championship; and

Whereas, the City of St. Helens recognizes the outstanding commitment to excellence by the students, directors, and leadership of the St. Helens High School Choir and Band Programs.

Now, therefore, I, Mayor Rick Scholl of the City of St. Helens do hereby recognize and honor the outstanding achievement of the St. Helens High School Chor Leonis members for placing second in the 4A 2023 OSAA State Choir Championships, St. Helens High School Wind Ensemble Members for placing second in the 4A 2023 OSAA State Band Championship, and St. Helens High School Jazz Band members for placing first in the 4A 2023 OMEA State Jazz Championship.

Be it further proclaimed that I urge all citizens of St. Helens to recognize your achievements and celebrate these successes.

ORDINANCES – First Reading

- 2. Ordinance No. 3292:** An Ordinance to Annex and Designate the Zone of Certain Property at 35046 Maple Street

Mayor Scholl read Ordinance No. 3292 by title. The final reading will be held at the next meeting.

- 3. Ordinance No. 3293:** An Ordinance to Annex and Designate the Zone of Certain Property at 35082 Maple Street

Mayor Scholl read Ordinance No. 3293 by title. The final reading will be held at the next meeting.

- 4. Ordinance No. 3294:** An Ordinance to Annex and Designate the Zone of Certain Property at 58927 Firlok Park Street

Mayor Scholl read Ordinance No. 3294 by title. The final reading will be held at the next meeting.

- 5. Ordinance No. 3295:** An Ordinance to Change the Name of Mill Street as Located Along the South Side of Lot 8, Block 10, City of St. Helens, to Wapama Way

Mayor Scholl read Ordinance No. 3295 by title. The final reading will be held at the next meeting.

- 6. Ordinance No. 3296:** An Ordinance Amending the St. Helens Municipal Code Chapter 12.20, and Adding Chapter 12.22 Regarding Camping on Public Property

Mayor Scholl read Ordinance No. 3296 by title. The final reading will be held at the next meeting.

RESOLUTIONS

7. PUBLIC COMMENT - Increasing Garbage & Recycling Rates

No comments.

Resolution No. 1980: A Resolution Establishing Garbage & Recycling Rates and Superseding Resolution No. 1963

Mayor Scholl read Resolution No. 1980 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Resolution No. 1980. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

8. PUBLIC COMMENT - Increase in Utility Rates

No comments.

Resolution No. 1981: A Resolution to Establish Water, Sewer, Storm Drainage Utility Rates and Charges, and Administrative Rules

Mayor Scholl read Resolution No. 1981 by title. **Motion:** Motion made by Councilor Gundersen and seconded by Councilor Birkle to adopt Resolution No. 1981. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

9. PUBLIC COMMENT - Increase in Public Safety Fee

No comments.

Resolution No. 1982: A Resolution Adopting a Community Public Safety Fee

Mayor Scholl read Resolution No. 1982 by title. **Motion:** Motion made by Councilor Birkle and seconded by Council President Chilton to adopt Resolution No. 1982. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

10. Resolution No. 1983: A Resolution of the City of St. Helens Declaring the City's Election to Receive State Revenues

Mayor Scholl read Resolution No. 1983 by title. **Motion:** Motion made by Councilor Birkle and seconded by Councilor Gundersen to adopt Resolution No. 1983. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

11. Resolution No. 1984: A Resolution of the Common Council of the City of St. Helens, Oregon Adopting Budget, Making Appropriations, and Levying Taxes for the Fiscal Year Beginning July 1, 2023

Mayor Scholl read Resolution No. 1984 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Birkle to adopt Resolution No. 1984. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

12. Resolution No. 1985: A Resolution of the St. Helens City Council, Establishing the City Employee Compensation Schedule for Fiscal Year 2023-2024

Mayor Scholl read Resolution No. 1985 by title. **Motion:** Motion made by Councilor Gundersen and seconded by Council President Chilton to adopt Resolution No. 1985. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

13. Resolution No. 1986: A Resolution of the St. Helens City Council, Adopting a Code of Conduct for City Boards, Committees, and Commissions

Mayor Scholl read Resolution No. 1986 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Resolution No. 1986, amending the Accountability section, paragraph two, third and fourth sentences to read: "The board member has the option to provide a timely response to the concerns within the timelines established by the Council and have an opportunity to address the concerns at a Council subcommittee review hearing. The City Council reserves the right to remove a board member at its discretion whether or not a board member responds and participates in a hearing."

Vote: Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen; Nay: Councilor Birkle, Councilor Sundeen

Councilor Sundeen declared that he voted no because he has not had the opportunity to review the final draft and feels that it should have gone to the Boards and Commissions first. Councilor Birkle voted no for the same reasons as Councilor Sundeen.

AWARD BID AND/OR CONTRACT

14. Award Bid and Authorize Mayor to Sign Contract with Hampton Tree Farms, LLC for the Pinkney Road Timber Sale at \$519.58 per MBF

Motion: Motion made by Councilor Birkle and seconded by Council President Chilton to approve '14' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

CONSENT AGENDA FOR APPROVAL

15. Council Work Session, Executive Session, and Regular Session dated April 19, 2023

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

WORK SESSION ACTION ITEMS**Spirit of Christmas Parade**

The parade organizers are not nonprofit. However, they do collect donations for the Food Bank. Council President Chilton suggested they apply for the grant since it's for the Food Bank. Consensus of Council to waive the \$100 Special Use Permit fee, but still pay the City's \$450 refundable cleaning deposit, for the 2023 Spirit of Christmas 7-mile challenge.

Construction Manager/General Contractor Services for Public Safety Building Project

Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to authorize City Administrator John Walsh to sign the Notice of Intent to Award Contract to the Harry S. Wright firm for the Construction Manager/General Contractor Services for the new Public Safety Building. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

Credit on St. Frederic Church Utility Bill

Motion: Motion made by Council President Chilton and seconded by Councilor Birkle to credit St. Frederic Church for \$4,795.89 on their utility bill for a very large leak they experienced, to an average of their regular utility bill. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

Subcommittee for the Code of Conduct Alleged Violations

Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to establish a two-member subcommittee of the Council to be hearings officers for any alleged Code of Conduct violations for Boards, Commissions, and Committee members, and those two members will be the Council President and the Council Liaison for the board, commission, or committee member that has allegedly violated the Code. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

Janitorial Services

Motion: Motion made by Council President Chilton and seconded Councilor Gundersen to award bid and authorize for signature a one-year contract with EcoBrite Services for Janitorial Services with an option to extend for an additional two years in one-year increments. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

Other

Councilor Birkle asked to go back to the Ordinance first readings. They vote at the second reading. Was tonight their opportunity to make an amendment? Mayor Scholl said yes, but they could still do that at the next meeting.

COUNCIL MEMBER REPORTS

Council President Chilton reported...

- Congratulations to all the graduates!
- She has been attending the Gateway Committee meetings and is enjoying being part of the process. There are some great and creative ideas.
- Columbia View Park will have a new stage soon. It was sad to see it go down the way it did.
- She knows there have been a lot of 13 Nights on the River safety issues. She would really like to see the City investigate private security for big events. It's not sustainable to rely on City police.
- She reminded community members that the Council does listen. They don't just make decisions. There are lots of opportunities for public comment.
- She really wants to see more creativity and problem-solving for the budget. She is really concerned with the lack of police staff. They need to look at assets and what they are spending money on.

Councilor Sundeen reported...

- The Columbia View Park gazebo was taken down as a safety factor. He thanked Grace Sonniland for donating it many years ago. He hopes she would be happy knowing the length of time it served its purpose.
- Parks has been working with the Softball League to make improvements at McCormick Park.
- He has heard about the critical police staffing levels. He agreed they need to be creative and do better.
- He hopes they can find a way for 13 Nights on the River to remain a family friendly event. He agrees with needing private security when they only have two officers on duty.
- Excited for summer and looking forward to the parade, Citizens Day in the park, 4th of July, etc.
- He thanked everyone for their hard work.

Councilor Gundersen reported...

- Planning Commission meets next week.
- He thanked everyone for their work on HB 3115. It's been a difficult task put on them by the State. They are doing the best they can, but there is no easy solution. He hopes they can finally be done and move on to other proactive projects.

Councilor Birkle reported...

- He has been spending a lot of time outside and in the parks. He met with a producer of a travel show on PBS at Dalton Lake. Unfortunately, they didn't make the cut.
- There was a comment earlier about a "Good Ol' Boys Network." He is not aware of anything like that happening here. What can any of them gain from that? The only association he has had was with Commissioner Casey Garrett and Sheriff Pixley, which was less than a handful of times.
- He responded to Brady Preheim in the way he gathers with his 3rd graders in the morning to reflect on students absent, "he wishes him happiness, health, safety, and life filled with joy."

MAYOR SCHOLL REPORTS

- A lot of time has been spent on HB 3115. He doesn't want to overlook the needs of the homeless. He hopes they can continue to serve all citizens well and get them the resources needed. He thanked everyone for all their efforts. They have a good plan moving forward and he looks forward to having it behind them.
- Kiwanis Community Parade is June 17.
- Father's Day is June 18.
- City Council meeting on June 21.
- Citizens Day in the Park is June 24, 11:00 a.m. – 2:00 p.m. Council serves a free lunch and there will be a car show, live music, activities, and over 50 vendors.

- St. Helens is hosting the next City County Quarterly Dinner.
- The first meeting in July has been cancelled.
- He needs everyone's help on 4th of July. There is no tailgating this year and limited parking because of construction.
- The new tourism boat is here.
- Industrial businesses are looking at properties. City staff continue to work on it, although the Port of Columbia County is the leader. They need jobs in the area. There is potential for a solar panel business.

OTHER BUSINESS**ADJOURN – 7:57 p.m.****EXECUTIVE SESSION – Resumed**

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

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



St. Helens Public Library

2023 – 2028 Strategic Plan

"A library is a collection of resources in a variety of formats that is (1) organized by information professionals or other experts who (2) provide convenient physical, digital, bibliographic, or intellectual access and (3) offer targeted services and programs (4) with the mission of educating, informing, or entertaining a variety of audiences (5) and the goal of stimulating individual learning and advancing society as a whole." (p.1) – *The Librarian's Book of Lists* (Chicago: ALA, 2010), George Eberhart*

The role of the St. Helens Public Library is always evolving. No longer just a quiet building holding books, like other libraries we have become a multi-faceted community and cultural center which provides a safe, welcoming environment for all who visit and protects free speech and the expression of ideas. The framework of our mission is serving the information literacy needs of all ages.

As defined by the American Library Association, "To be information literate, a person must be able to recognize when information is needed and have the ability to locate, evaluate, and use effectively the needed information."

At our library, information and content are provided using a broad range of media (e.g., books, DVDs, audiobooks, cultural passes, online resources, and the Library of Things), as well as supporting the Library community in developing their *own* information and content (e.g., creator spaces, and arts and music programs). Our community's vulnerable, marginalized populations and diverse community groups are recognized, valued by our library, and supported through targeted services.

In addition to providing face-to-face services in our building, the St. Helens Public Library brings services to community members through outreach programs (e.g., visits to preschools and senior center visits) and virtual services.

* <https://libguides.ala.org/library-definition> (retrieved 6/11/2023)

1) Heartsill Young, ed., *The ALA Glossary of Library and Information Science* (ALA, 1983)

(2) Robert S. Martin, "Libraries and Learners in the Twenty-First Century," Cora Paul Bomar Lecture, University of North Carolina at Greensboro, April 5, 2003.

(3) Deanna B. Marcum, "Research Questions for the Digital Era Library," *Library Trends* 51 (Spring 2003): 636-651.

OPPORTUNITY:

Since its inception, the St. Helens Public Library has expanded its services and programs to meet community needs. Despite its relatively small size, staffing, and resource constraints, the library “punches above its weight” by implementing cutting-edge offerings such as the Makerspace.

Use of library services and the Library’s benefit to the community is limited by lack of awareness of the types of services available; limited resources that create a barrier to use of library services for some community members; and efficacy of current modes of communication. Reevaluating and updating both communication and opportunities for library access is paramount to effectively serving everyone in our community.

The St. Helens Public Library has a growing list of events and services available to patrons, the community, and cardholders from Passport libraries from Astoria to Wilsonville. Outreach opportunities are expanding, giving access to many more options for formal and informal modes of communication. An update of the Library brand will bring it in line with current needs, (e.g., use of the logo in print, on social media, and others). Updating the brand will also offer a fresh look to our patrons and community members already aware of the Library and will attract people who may not already “see” the Library.

We must have the resources and means to transform the Library as we continue to meet and anticipate the needs of our community, to ensure that it can meet current and future needs and expand its reach to support and connect with all members of the community.

Goal 1: Develop the Library as the community's "living room."

DESIRED OUTCOMES:

- Be a safe, neutral environment where everyone is welcomed, valued, and included.
- Act as a center for the arts.
- Serve as the community's "university" and entrepreneur hub.
- Rebrand the Library to reflect its role in the community and increase community engagement.
- Maximize service to the community, e.g., expand open hours.

Initiative #1 - Transformation plan

Develop a transformation plan for City Council consideration which reflects the evolving nature of libraries and will shape the Library to meet current and future community needs. The transformation plan will include: (1) a long-term vision for the Library including options to maximize service to the community; (2) rebranding proposal; and (3) funding considerations and options.

Initiative #2 - Facilities plan

Develop a facilities plan which identifies needed improvements to the current facility and desired features of a potential renovated or expanded facility. Consider the addition of resources that enhance community activity.

Initiative #3 - Land acknowledgment

Develop and implement a formal statement which recognizes and respects indigenous peoples as traditional stewards of the land on which the Library is situated and the enduring relationship that exists between indigenous peoples and their traditional lands.

Goal 2: Engage the community in lifelong learning.

DESIRED OUTCOMES:

- Support patrons in searching for, finding, and using information in many formats.
- Support at-home learning for parents of young children.
- Support homeschool families.
- Welcome adolescents to continue reading and learning more independently.
- Serve as a substantial source of information for high school and collegiate learners.
- Support patrons in job searching and educational opportunities.
- Support entrepreneurs and other members of the business community seeking to grow their business.
- Provide programs and services to vulnerable and marginalized members of the community.
- Ensure that programs and services reflect and support diverse community groups.
- Partner with city departments, key stakeholders, and other organizations to deliver services to the community.
- Provide resources and programs for entertainment for all ages.

Initiative #1 - Amplify information literacy for all ages

Information literacy encompasses increasing direct engagement with all ages. For children, this takes the forms of an active summer reading program, regularly scheduled programs, and outreach. For all ages, maintaining a vital and relevant collection, offering bilingual programming for all ages, and collaborating with Columbia County Historical Society to offer and promote adult programming such as visiting authors and writing workshops. These opportunities are offered by staff, volunteers, and members of the community.

Initiative #2 - Different ways of learning, engaging with ideas and information

Early childhood goals include increasing hands-on activities for infants and toddlers, hosting additional summer performances, and offering monthly themed activities for children. Goals for adults and teens include a full complement of digital and online support for those who cannot go to the Library, as well as in-person and virtual programs and other learning opportunities through the Library.

Initiative #3 - Enhance K-12 learning

Child Development support for parents will include offering literacy workshops and interactive book recommendation sessions and setting up a pop-up model environment for young children.

Continue to support homeschooling families, educators, students, and local schools, offering after-school activities, enhancing current partnerships, and developing new ones, and exploring the viability of educator and student library cards.

Initiative #4 - Engage the maker community

Support a maker community centered on the Makerspace using private and public funding sources. Partner with other organizations, e.g., PCC-OMIC and the St. Helens School District STEAM labs. Continue to evolve the Makerspace to ensure continued relevance.

Initiative #5 - Provide information, resources and (where appropriate) training to address a variety of community needs.

Assist community members in finding the information to help them meet their needs, e.g., housing, employment, social services, support for small businesses, technology access and training.

Goal 3: Enhance access to library services.

DESIRED OUTCOMES:

- Expand opportunities for community members to access library resources and travel capacity by providing mobile services, and access to services and materials outside of business hours.
- Increase communication about the availability of library services to underserved citizens.
- Build and foster community connections both face-to-face and virtually.
- Partner with local government, key stakeholders, and other organizations to deliver services to the community and develop the volunteer base.
- Communicate to community members (including Passport holders and Columbia County residents) the Library's presence outside of the Columbia Center the Library offerings and its events and special programs.

Initiative #1 - Reach out to known and potential users of library services

Identify library services useful to members of the community who do not have ready access to the Library. Create and use a wide variety of targeted information strategies relevant to all members of our community and use locations throughout the City where we are most likely to reach them to draw in new users and encourage constructive feedback. Work with the Friends of the St. Helens Public Library and other volunteers to support this effort.

Initiative #2 - Develop a volunteer base

Reach out to community partners including schools, local judicial officers, and city communications officials to solicit volunteers and increase the awareness of volunteering possibilities. Engage community members to serve as volunteers in a variety of capacities.

Initiative #3 - Reevaluate newsletter and communications for efficacy

Assess and improve the Library's online presence. Upgrade library website and consider capacity to develop a mobile application.

Initiative #4 - Evaluate feasibility of courier service

Analyze opportunities and risks to Columbia County libraries; assess staff and volunteer availability; determine geographical limitations; and develop a proposed plan for delivery of library resources to community members throughout Columbia County.

Initiative # 5 - Evaluate feasibility of a bookmobile

Reach out to determine community interest in a mobile library service; identify locations that would be best served; identify appropriate hours and time; evaluate financial and community resources necessary to begin the service; and develop a plan to implement.

Initiative # 6 - Explore options to provide services to out-of-city residents

Coordinate with the Library's City Council liaison on possible successful approaches. Determine which geographical areas are appropriate and what conditions are in use, e.g., fundraising, quarterly and annual library cards.



St. Helens, OR

Expense Approval Register

Packet: APPKT00775 - AP 6.23.23

Item #13.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
RUBENS LAWN SERVICE	0005735	06/19/2023	MONTHLY LAWN SERVICE	100-705-52019	80.00
JONATHON ANDERSON	06.19.23	06/19/2023	REIMBURSEMENT FOR EMPL...	100-705-52019	498.51
WILCOX	0795961-IN	06/19/2023	FUEL PARKS DEPT	100-708-52022	451.09
JORDAN RAMIS PC ATTORNE...	208116	06/19/2023	GENERAL LEGAL	100-701-52019	5,747.00
JORDAN RAMIS PC ATTORNE...	208116	06/19/2023	GENERAL LEGAL	100-703-52019	2,170.00
JORDAN RAMIS PC ATTORNE...	208117	06/19/2023	AUDIT	100-707-52019	502.50
JORDAN RAMIS PC ATTORNE...	208118	06/19/2023	EMPLOYMENT MATTERS	100-701-52019	3,363.41
JORDAN RAMIS PC ATTORNE...	208121	06/19/2023	PUBLIC RECORDS REQUEST	100-701-52019	1,893.50
QWEST DBA CENTURYLINK A...	3263X201-S-23165	06/19/2023	5163X204S3	100-712-52010	80.33
QWEST DBA CENTURYLINK A...	3263X204-S-23162	06/19/2023	5163X204S3	100-712-52010	80.33
COUNTRY MEDIA INC	633764	06/19/2023	LB-1 NOTICE	100-707-52008	158.40
COMMUNICATIONS NORTH...	78464	06/19/2023	NEW HIRE EQUIPMENT	100-705-52102	2,431.14
EATONS TIRE AND AUTO REP...	82579	06/19/2023	2019 DODGE DURANGO A/C ...	100-705-52098	1,664.75
RECDESK LLC	INV-13441	06/19/2023	RECDESK SUBSCRIPTION 6/1...	100-709-52019	6,100.00
THE RADAR SHOP INC	RS-12725	06/19/2023	ON SITE RADAR RE CERT	100-705-52021	322.60
ABC TRANSCRIPTION SERVI...	STH0623009	06/19/2023	TRANSCRIPTION SERVICE MAY...	100-702-52019	759.63
CIS	STH-GASB75-2022-PRELIMIN...	06/19/2023	GASB 75 PRELIMINARY	100-707-52019	1,480.50
TYLER TECHNOLOGIES INC	130-137667	06/21/2023	SERVER HOSTING	100-712-52006	6,836.63
JORDAN RAMIS PC ATTORNE...	208119	06/21/2023	PLANNING	100-710-52019	489.00
CENTURY LINK BUSINESS SER...	644719794	06/21/2023	ACCT 88035002	100-712-52010	154.34
PITNEY BOWES BANK INC PU...	06.11.23	06/23/2023	POSTAGE METER	100-715-52001	1,000.00
OREGON SECRETARY OF STA...	06.21.23 1344	06/23/2023	YEARLY STATE AUDIT FEE	100-707-52019	350.00
STATE OF OREGON CORPOR...	06.22.23	06/23/2023	NOTARY APPLICATION FEE	100-704-52001	40.00
TAMI O'HICKEY	06.22.23	06/23/2023	SATURDAY CLASS	100-709-52019	140.00
OREGON SECRETARY OF STA...	06.23.23	06/23/2023	CITY OF ST. HELENS URBAN R...	100-707-52019	20.00
PITNEY BOWES INC	1023247694	06/23/2023	POSTAGE TAPE STRIPS	100-715-52001	132.78
PITNEY BOWES INC	1023273329	06/23/2023	INK PAD REPLACEMENT KIT-...	100-715-52001	156.00
MORE POWER TECHNOLOGY...	15105	06/23/2023	NEXT GEN ENDPOINT MANA...	100-712-52019	1,008.00
SAFE SITTER INC	68472	06/23/2023	SAFE SITTER HANDBOOK AND..	100-709-52001	563.75
COMMUNICATIONS NORTH...	78472	06/23/2023	LEAGUE OF OR CITIES MEMB...	100-705-52001	1,696.64
Fund 100 - GENERAL FUND Total:					40,370.83
Fund: 201 - VISITOR TOURISM					
WESTERN DISPLAY FIREWOR...	06.17.23	06/23/2023	FIREWORKS PROPOSAL #23-...	201-000-52028	10,000.00
COLUMBIA RIVER PUD	06.21.23	06/23/2023	94111	201-000-52003	171.12
CITY OF ST. HELENS	06.22.23 01-00178-001	06/23/2023	01-00178-001 MASONIC BUI...	201-000-52003	47.17
Fund 201 - VISITOR TOURISM Total:					10,218.29
Fund: 202 - COMMUNITY DEVELOPMENT					
LOWER COLUMBIA ENGINEE...	06.13.23	06/19/2023	PROJECT 3450-GATEWAY AR...	202-723-52019	4,303.75
BOISE WHITE PAPER LLC	06.15.23	06/19/2023	NOTE PAYEMNT JULY 2023	202-722-55001	12,500.00
RACHAEL BARRY	06.16.23	06/19/2023	REFRESHMENTS CC BOARD O...	202-721-52011	45.97
MACKENZIE	1083993	06/19/2023	BUSINESS PARK INFRASTRUC...	202-722-52019	2,867.50
Fund 202 - COMMUNITY DEVELOPMENT Total:					19,717.22
Fund: 203 - COMMUNITY ENHANCEMENT					
CHARLES ESSER	06.22.23	06/23/2023	UMPIRING	203-709-33021	105.00
MIKE WATSON	06.22.23	06/23/2023	CONTRACT PAYMENT FOR ...	203-709-52105	105.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					210.00
Fund: 205 - STREETS					
DAVID EVANS AND ASSOCIA...	538155	06/23/2023	COLUMBIA BLVD. SIDEWALK	205-000-53001	1,025.04
Fund 205 - STREETS Total:					1,025.04
Fund: 601 - WATER					
ALEXIN ANALYTICAL	45039	06/19/2023	TESTING	601-731-52064	1,570.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LAWRENCE OIL COMPANY	CFSI-15007	06/19/2023	247752 WATER	601-732-52022	138.01
Fund 601 - WATER Total:					1,708.01
Fund: 603 - SEWER					
TURNEY EXCAVATING INC	06.21.23 PAYMENT # 1	06/23/2023	PYM #1 REPLACEMENT IA15-...	603-000-53402	61,731.00
Fund 603 - SEWER Total:					61,731.00
Fund: 605 - STORM					
LAKESIDE INDUSTRIES INC	234480	06/19/2023	EZ STREET ASPHALT	605-000-52001	988.90
Fund 605 - STORM Total:					988.90
Fund: 703 - PW OPERATIONS					
LAWRENCE OIL COMPANY	CFSI-15007	06/19/2023	247748 PUBLIC WORKS	703-734-52022	1,293.79
LAWRENCE OIL COMPANY	CFSI-15007	06/19/2023	247750 PUBLIC WORKS	703-734-52022	124.46
PETERSON TRUCKS INC	312340	06/21/2023	SENSORY ASSY PRESURE FUEL..	703-739-52099	2,602.96
KOELZER CONSTRUCTION INC	06.21.23	06/23/2023	1/2 DOWN PAYMENT ON BUI...	703-739-52120	8,511.25
JORDAN RAMIS PC ATTORNE...	208120	06/23/2023	PUBLIC WORKS ENGINEERING	703-733-52019	280.00
Fund 703 - PW OPERATIONS Total:					12,812.46
Fund: 706 - PUBLIC SAFETY					
MACKENZIE	1084007	06/19/2023	BUSINESS PARK INFRASTRUC...	706-000-52019	37,562.75
MACKENZIE	1084008	06/19/2023	ST HELENS PUBLIC SAFETY BU..	706-000-52019	23,865.92
Fund 706 - PUBLIC SAFETY Total:					61,428.67
Grand Total:					210,210.42

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	40,370.83
201 - VISITOR TOURISM	10,218.29
202 - COMMUNITY DEVELOPMENT	19,717.22
203 - COMMUNITY ENHANCEMENT	210.00
205 - STREETS	1,025.04
601 - WATER	1,708.01
603 - SEWER	61,731.00
605 - STORM	988.90
703 - PW OPERATIONS	12,812.46
706 - PUBLIC SAFETY	61,428.67
Grand Total:	210,210.42

Account Summary

Account Number	Account Name	Expense Amount
100-701-52019	Professional Services	11,003.91
100-702-52019	Professional Services	759.63
100-703-52019	Professional Services	2,170.00
100-704-52001	Operating Supplies	40.00
100-705-52001	Operating Supplies	1,696.64
100-705-52019	Professional Services	578.51
100-705-52021	Equipment Maintenance	322.60
100-705-52098	Enterprise Fleet Mainte...	1,664.75
100-705-52102	New Hire Equipment	2,431.14
100-707-52008	Printing	158.40
100-707-52019	Professional Services	2,353.00
100-708-52022	Fuel	451.09
100-709-52001	Operating Supplies	563.75
100-709-52019	Professional Services	6,240.00
100-710-52019	Professional Services	489.00
100-712-52006	Computer Maintenance	6,836.63
100-712-52010	Telephone	315.00
100-712-52019	Professional Services	1,008.00
100-715-52001	Operating Supplies	1,288.78
201-000-52003	Utilities	218.29
201-000-52028	Projects & Programs	10,000.00
202-721-52011	Public Engagement	45.97
202-722-52019	Professional Services	2,867.50
202-722-55001	Principal	12,500.00
202-723-52019	Professional Services	4,303.75
203-709-33021	Adult Sports	105.00
203-709-52105	Adult Sports	105.00
205-000-53001	Columbia Blvd Sidewalks	1,025.04
601-731-52064	Lab Testing	1,570.00
601-732-52022	Fuel	138.01
603-000-53402	Annual Maint Ops	61,731.00
605-000-52001	Operating Supplies	988.90
703-733-52019	Professional Services	280.00
703-734-52022	Fuel	1,418.25
703-739-52099	Equipment Operations	2,602.96
703-739-52120	Facility Maintenance Ot...	8,511.25
706-000-52019	Professional Services	61,428.67
Grand Total:		210,210.42

Project Account Summary

Project Account Key	Expense Amount
None	210,210.42
Grand Total:	210,210.42



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
FIFTH ASSEST INC	DB2001856	06/26/2023	2WG-TIER 2 WHITE GLOVE I...	100-707-52019	13,000.00
COLUMBIA COUNTY ANIMAL...	06.23.23	06/28/2023	RESTITUTION COLE SNIDER	100-000-21000	118.00
DAWN RICHARDSON	06.23.23	06/28/2023	MILEAGE REIMBURSEMENT ...	100-707-52001	36.03
TAMMY BLAKELY	06.27.23	06/28/2023	REFUND LAND USE APPLICAT...	100-000-35015	123.00
ALLSTREAM	19615783	06/28/2023	ALLSTREAM PHONE ACCT 75...	100-712-52010	50.74
CRIMINAL JUSTICE TRAINING...	201137825	06/28/2023	NW REGIONAL CIT CONFERE...	100-705-52086	350.00
AT&T MOBILITY	287302289330X06232023	06/28/2023	287302289330 POLICE PHON...	100-705-52010	1,789.89
DON'S RENTAL	582977	06/28/2023	PROPANE-CITIZENS DAY	100-703-52041	10.20
AMY LINDGREN LAW LLC	585	06/28/2023	JUDICIAL SERVICES	100-704-52019	5,000.00
WEX BANK	89977375	06/28/2023	POLICE FUEL PURCHASES	100-705-52022	6,671.02
WEX BANK	89977375	06/28/2023	PLANNING 7782 FUEL PURC...	100-710-52022	51.17
WEX BANK	89977375	06/28/2023	BUILDING FUEL PURCHASES ...	100-711-52022	178.97
WEX BANK	89977375	06/28/2023	CITY HALL FUEL 0256	100-715-52022	87.96
OVERDRIVE	ADV-0005896	06/28/2023	Annual subscription	100-706-52032	500.00
SYMBOLARTS LLC	0465714	06/29/2023	ST HELENS POLICE DEPARTM...	100-705-52002	655.00
DAWN RICHARDSON	06.29.23	06/29/2023	MILEAGE REIMBURSEMENT ...	100-707-52001	36.03
RICOH USA INC	107362522	06/29/2023	POLICE EQUIPMENT LEASE 1...	100-705-52019	294.81
AT&T MOBILITY	287302289330X05232023	06/29/2023	287302289330 POLICE PHON...	100-705-52010	1,789.89
SCAPPOOSE FIRE DISTRICT	749-23-000181-FIRE	06/29/2023	INSTALLATION OF OVERHEAD..	100-711-52015	1,059.74
EATONS TIRE AND AUTO REP...	82600	06/29/2023	2017 CHEV CAPRICE-BRAKE ...	100-705-52098	695.91
EATONS TIRE AND AUTO REP...	82667	06/29/2023	2020 DODGE DURANGO - OIL...	100-705-52098	54.35
L.N CURTIS AND SONS	INV717460	06/29/2023	POLICE UNIFORMS	100-705-52002	70.00
L.N CURTIS AND SONS	INV717754	06/29/2023	POLICE UNIFORMS	100-705-52002	84.00
L.N CURTIS AND SONS	INV719076	06/29/2023	POLICE UNIFORMS	100-705-52002	132.46
Fund 100 - GENERAL FUND Total:					32,839.17
Fund: 201 - VISITOR TOURISM					
MASONIC BUILDING LLC	06.26.23	06/28/2023	LEASE PAYMENT SEPT	201-000-52028	15,750.00
E2C	4503	06/28/2023	MONTHLY MARKETING TINA ...	201-000-52019	10,000.00
Fund 201 - VISITOR TOURISM Total:					25,750.00
Fund: 202 - COMMUNITY DEVELOPMENT					
KITTELSON & ASSOCIATES	0136983	06/28/2023	PROJECT # R-685A 1ST & ST ...	202-723-52019	779.50
NATIVE PLANTSCAPES NW LLC	1584	06/28/2023	RIVERWALK PROJECT CONST...	202-723-52055	3,920.00
MOORE EXCAVATION INC	P-525 PAYMENT #6	06/28/2023	S 1ST & STRAND ROAD & UTI...	202-723-53102	310,143.20
Fund 202 - COMMUNITY DEVELOPMENT Total:					314,842.70
Fund: 205 - STREETS					
ENVIROAD LLC	8085	06/26/2023	EARTHBIND STABILIZER	205-000-52001	1,318.05
COLUMBIA RIVER PUD	3001057	06/29/2023	ELECTRICAL SERVICE FOR DE...	205-000-52019	535.00
Fund 205 - STREETS Total:					1,853.05
Fund: 601 - WATER					
TURNEY EXCAVATING INC	06.21.23	06/28/2023	REFUND HYDRANT METER R...	601-000-22000	200.00
STEVEN R. WABSCHALL	06.28.23	06/28/2023	DRC WFF	601-732-52019	1,000.00
CORE & MAIN	T042989	06/28/2023	MATERIALS	601-731-52001	885.54
Fund 601 - WATER Total:					2,085.54
Fund: 603 - SEWER					
ALLSTREAM	19615783	06/28/2023	ALLSTREAM PHONE ACCT 75...	603-736-52010	25.37
ALLSTREAM	19615783	06/28/2023	ALLSTREAM PHONE ACCT 75...	603-737-52010	25.37
EUROFINS ENVIRONMENT TE...	7800002190	06/29/2023	TESTING ALGAE CERIDAPHIN...	603-737-52064	4,957.50
Fund 603 - SEWER Total:					5,008.24
Fund: 703 - PW OPERATIONS					
EAGLE STAR ROCK PRODUCTS..	42098	06/28/2023	ROCK	703-734-52001	587.76
APWA MEMBERSHIP	802708	06/28/2023	ACCREDITATION FEES-CITY O...	703-733-52100	7,550.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX BANK	89977375	06/28/2023	FORD EDGE FUEL-ENGINEERI...	703-733-52022	40.02
WEX BANK	89977375	06/28/2023	PW CHEROKEE 5478	703-734-52022	651.39
GRAHAM PUMP SALES AND ...	73253	06/29/2023	WEEKEND CALL FOR BOOSTE...	703-734-52019	200.00
Fund 703 - PW OPERATIONS Total:					9,029.17
Grand Total:					391,407.87

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	32,839.17
201 - VISITOR TOURISM	25,750.00
202 - COMMUNITY DEVELOPMENT	314,842.70
205 - STREETS	1,853.05
601 - WATER	2,085.54
603 - SEWER	5,008.24
703 - PW OPERATIONS	9,029.17
Grand Total:	391,407.87

Account Summary

Account Number	Account Name	Expense Amount
100-000-21000	Court - Restitution	118.00
100-000-35015	Fees - Planning	123.00
100-703-52041	Community Support	10.20
100-704-52019	Professional Services	5,000.00
100-705-52002	Personnel Uniforms Equ...	941.46
100-705-52010	Telephone	3,579.78
100-705-52019	Professional Services	294.81
100-705-52022	Fuel	6,671.02
100-705-52086	Tactical	350.00
100-705-52098	Enterprise Fleet Mainte...	750.26
100-706-52032	Digital Resources	500.00
100-707-52001	Operating Supplies	72.06
100-707-52019	Professional Services	13,000.00
100-710-52022	Fuel	51.17
100-711-52015	Intergovernmental Servi...	1,059.74
100-711-52022	Fuel	178.97
100-712-52010	Telephone	50.74
100-715-52022	Fuel	87.96
201-000-52019	Professional Services	10,000.00
201-000-52028	Projects & Programs	15,750.00
202-723-52019	Professional Services	779.50
202-723-52055	Riverwalk Project	3,920.00
202-723-53102	Downtown Infrastructure	310,143.20
205-000-52001	Operating Supplies	1,318.05
205-000-52019	Professional Services	535.00
601-000-22000	Utility Deposits	200.00
601-731-52001	Operating Supplies	885.54
601-732-52019	Professional Services	1,000.00
603-736-52010	Telephone	25.37
603-737-52010	Telephone	25.37
603-737-52064	Lab Testing	4,957.50
703-733-52022	Fuel	40.02
703-733-52100	PW Administration	7,550.00
703-734-52001	Operating Supplies	587.76
703-734-52019	Professional Services	200.00
703-734-52022	Fuel	651.39
Grand Total:		391,407.87

Project Account Summary

Project Account Key	Expense Amount
None	391,407.87
Grand Total:	391,407.87



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
STEVEN LESKIN	00136	06/30/2023	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN LESKIN	00137	06/30/2023	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN LESKIN	00138	06/30/2023	COURT ATTORNEY FEES	100-704-52019	125.00
STEVEN LESKIN	00139	06/30/2023	COURT ATTORNEY FEES	100-704-52019	200.00
NATHALIA PALIS	01-061523	06/30/2023	FAMILY MUSIC CONCERT	100-706-52028	500.00
DAHLGREN'S DO IT BEST BUI...	06.27.23	06/30/2023	BUILDING SUPPLIES ACCT 10...	100-708-52001	2,104.06
DAHLGREN'S DO IT BEST BUI...	06.27.23	06/30/2023	BUILDING SUPPLIES ACCT 10...	100-715-52023	566.90
NOAH M PHILPOT	06.29.23	06/30/2023	FOOBLE THE DRAGON STORY...	100-706-52028	200.00
ACE HARDWARE - ST. HELENS	06.30.23 60174	06/30/2023	ACE MATERIALS ACCT 60174	100-709-52023	8.99
ACE HARDWARE - ST. HELENS	06.30.23 60176	06/30/2023	MATERIALS ACE ACCT 60176 ...	100-708-52001	154.93
ACE HARDWARE - ST. HELENS	06.30.23 60177	06/30/2023	ACE ACCT 60177 MATERIALS	100-705-52023	258.99
MARK SLIGHTER	06.30.23	06/30/2023	REFUND FINE OVERPAYMENT..	100-000-36002	35.00
ERSKINE LAW PRACTICE LLC	06.30.23	06/30/2023	4/16-4/29	100-704-52019	5,241.07
RUSS LOW	06.30.23	06/30/2023	PLANNING COMMISSION STI...	100-710-52087	60.00
GINNY CARLSON	06.30.23	06/30/2023	PLANNING COMMISSION STI...	100-710-52087	90.00
JENNIFER PUGSLEY	06.30.23	06/30/2023	PLANNING COMMISSION STI...	100-710-52087	90.00
DAN CARY	06.30.23	06/30/2023	PLANNING COMMISSION STI...	100-710-52087	90.00
RUSSELL HUBBARD	06.30.23	06/30/2023	PLANNING COMMISSION STI...	100-710-52087	60.00
STEVE TOSCHI	06.30.23	06/30/2023	PLANNING COMMISSION STI...	100-710-52087	30.00
ST. HELENS SCHOOL DISTRICT	07.06.23	06/30/2023	QTRLY BUILDING EXCISE TAX...	100-000-20400	1,820.31
DCBS FISCAL SERVICES	07.06.23	06/30/2023	JULY / AUG STATE SURCHARE...	100-000-20700	2,216.47
CULLIGAN	0755610	06/30/2023	BOTTLED WATER POLICE	100-705-52019	173.75
WILCOX	0798933-IN	06/30/2023	FUEL PARKS DEPT	100-708-52022	606.26
EBSCO INFORMATION SERVI...	1000211639-1	06/30/2023	MATERIALS DIGITAL	100-706-52032	1,498.92
LIBRARY IDEAS LLC	100256	06/30/2023	FREEGAL MUSIC AND TREAM...	100-706-52032	1,023.47
BEMIS	10568	06/30/2023	PRINTED MATERIAL	100-711-52001	51.00
HUDSON GARBAGE SERVICE	13243242S046	06/30/2023	1554- TRASH PUBLIC LIBRARY	100-706-52003	87.80
HUDSON GARBAGE SERVICE	13243444S046	06/30/2023	7539- TRASH CITY HALL 265 ...	100-715-52023	128.76
HUDSON GARBAGE SERVICE	13243445S046	06/30/2023	2046-1287547 - POLICE GAR...	100-705-52023	117.50
HUDSON GARBAGE SERVICE	13243448S046	06/30/2023	7601-TRASH PUBLIC CANS PL...	100-715-52023	124.40
HUDSON GARBAGE SERVICE	13243869S046	06/30/2023	5273- TRASH REC CENTER C...	100-709-52023	76.54
STAPLES BUSINESS CREDIT	1649576278	06/30/2023	OFFICE SUPPLES	100-704-52001	319.00
STAPLES BUSINESS CREDIT	1649576278	06/30/2023	OFFICE SUPPLES	100-715-52001	509.84
DEPARTMENT OF TRANSPOR...	176951195	06/30/2023	DMV SERVICES ACCT 67431	100-705-52019	9.90
SIERRA SPRINGS	21814586 062423	06/30/2023	WATER BOTTLED COURT / UB...	100-715-52001	30.24
CBM SYSTEMS LLC	223911	06/30/2023	JANITORIAL SERVICES	100-705-52023	1,019.95
CBM SYSTEMS LLC	223911	06/30/2023	JANITORIAL SERVICES	100-706-52023	2,000.00
CBM SYSTEMS LLC	223911	06/30/2023	JANITORIAL SERVICES	100-708-52023	127.85
CBM SYSTEMS LLC	223911	06/30/2023	JANITORIAL SERVICES	100-709-52023	152.76
CBM SYSTEMS LLC	223911	06/30/2023	JANITORIAL SERVICES	100-715-52023	1,269.80
ORKIN	243624990	06/30/2023	PEST CONTROL POLICE	100-705-52023	174.99
ORKIN	245098376	06/30/2023	PEST CONTROL POLICE	100-705-52023	174.99
PAULSON PRINTING CO.	2458	06/30/2023	FLYERS	100-706-52034	726.50
MIDWEST TAPE	503378336	06/30/2023	DVD / ABD 2000010011	100-706-52034	238.39
MIDWEST TAPE	503410250	06/30/2023	DVD / ABD 2000010011	100-706-52034	305.90
MIDWEST TAPE	503443973	06/30/2023	DVD / ABD 2000010011	100-706-52034	8.99
MIDWEST TAPE	503477198	06/30/2023	DVD / ABD 2000010011	100-706-52034	55.98
MIDWEST TAPE	503572862	06/30/2023	DVD / ABD 2000010011	100-706-52034	146.97
MIDWEST TAPE	503572863	06/30/2023	DVD / ABD 2000010011	100-706-52034	168.17
MIDWEST TAPE	503599213	06/30/2023	DVD / ABD 2000010011	100-706-52034	51.47
MIDWEST TAPE	503638382	06/30/2023	DVD / ABD 2000010011	100-706-52034	346.12
MIDWEST TAPE	503638383	06/30/2023	DVD / ABD 2000010011	100-706-52034	48.99
MIDWEST TAPE	503638384	06/30/2023	DVD / ABD 2000010011	100-706-52034	12.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STANS REFRIGERATION AND A...	69799	06/30/2023	PART	100-709-52019	223.00
COLUMBIA COUNTY TRANSF...	8221	06/30/2023	DUMP FEES ACCT 0017	100-703-52041	17.16
EATONS TIRE AND AUTO REP...	82616	06/30/2023	2020 DODGE DURANGO A/C ...	100-705-52098	1,460.24
EATONS TIRE AND AUTO REP...	82694	06/30/2023	2019 DODGE DURANGO-REP...	100-705-52098	1,169.16
OREGON PATROL SERVICE	9267	06/30/2023	COURT SERVICES	100-704-52019	882.70
NET ASSETS	95-202306	06/30/2023	ESCROW TITLE SERVICES	100-707-52019	380.00
VERIZON	9937759842	06/30/2023	JOHN WALSH	100-701-52010	40.81
VERIZON	9937759842	06/30/2023	CRYSTAL KING	100-701-52010	40.81
VERIZON	9937759842	06/30/2023	CRYSTAL KING	100-701-52010	45.52
VERIZON	9937759842	06/30/2023	MAYOR SCHOLL IPAD	100-703-52001	40.81
VERIZON	9937759842	06/30/2023	PD JETPACK2	100-705-52010	40.81
VERIZON	9937759842	06/30/2023	PD JETPACK1	100-705-52010	40.81
VERIZON	9937759842	06/30/2023	SUZANNE BISHOP	100-706-52003	45.52
VERIZON	9937759842	06/30/2023	GLORIA BUTSCH	100-707-52001	45.52
VERIZON	9937759842	06/30/2023	CAMERON PAGE	100-708-52010	45.52
VERIZON	9937759842	06/30/2023	TORY SHELBY	100-708-52010	45.52
VERIZON	9937759842	06/30/2023	REC PHONE	100-709-52010	46.38
VERIZON	9937759842	06/30/2023	RECREATION CENTER	100-709-52010	45.52
VERIZON	9937759842	06/30/2023	RECREATION CENTER	100-709-52010	40.81
VERIZON	9937759842	06/30/2023	CONSTRUCTION INSPECTOR	100-711-52010	40.81
VERIZON	9937759842	06/30/2023	JOHN HICKS	100-711-52010	45.52
VERIZON	9937759842	06/30/2023	BUILDING DEPT IPAD	100-711-52010	40.81
VERIZON	9937759842	06/30/2023	MIKE DEROIA	100-711-52010	32.16
VERIZON	9937759842	06/30/2023	MATT FUNK	100-712-52010	32.16
VERIZON	9937759842	06/30/2023	DARIN COX	100-712-52010	45.52
METRO PRESORT	IN655809	06/30/2023	UB BILL PRINTING	100-707-52008	4,513.51
L.N CURTIS AND SONS	INV711820	06/30/2023	POLICE UNIFORMS	100-705-52102	375.90
Fund 100 - GENERAL FUND Total:					35,862.92

Fund: 201 - VISITOR TOURISM

ACE HARDWARE - ST. HELENS	06.30.23 60174	06/30/2023	ACE MATERIALS ACCT 60174	201-000-52028	21.44
ACE HARDWARE - ST. HELENS	06.30.23 60176	06/30/2023	MATERIALS ACE ACCT 60176 ...	201-000-52028	6.59
HUDSON GARBAGE SERVICE	13243447S046	06/30/2023	TRASH 2046-71880036	201-000-52028	1,084.86
Fund 201 - VISITOR TOURISM Total:					1,112.89

Fund: 202 - COMMUNITY DEVELOPMENT

DAHLGREN'S DO IT BEST BUI...	06.27.23	06/30/2023	BUILDING SUPPLIES ACCT 10...	202-723-52055	1,699.36
MAYER REED INC	14390	06/30/2023	ST HELENS RIVERWALK	202-723-52055	12,959.48
MAYER REED INC	14391	06/30/2023	ST HELENS RIVERWALK	202-723-52055	7,494.54
COLUMBIA COUNTY TRANSF...	8221	06/30/2023	DUMP FEES ACCT 0017	202-723-52055	444.25
Fund 202 - COMMUNITY DEVELOPMENT Total:					22,597.63

Fund: 203 - COMMUNITY ENHANCEMENT

NICOLE R FLORES	07.06.23	06/30/2023	UMPIRING ADULT SOFTBALL	203-709-52105	315.00
CHARLES ESSER	07.06.23	06/30/2023	UMPIRING ADULT SOFTBALL	203-709-52105	210.00
MIKE WATSON	07.06.23	06/30/2023	UMPIRING ADULT SOFTBALL	203-709-52105	525.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					1,050.00

Fund: 601 - WATER

CITY OF COLUMBIA CITY	06.26.23	06/30/2023	001754-001	601-732-52003	84.93
H.D FOWLER COMPANY	16440602	06/30/2023	MASTER METERS - WATER M...	601-731-52001	180.29
ADVANCED ELECTRICAL	216343	06/30/2023	1215 4 THS T WORK	601-732-52019	250.65
NORTHSTAR CHEMICAL	256316	06/30/2023	SODIUM HYPOCHLORITE 12....	601-732-52083	10,064.84
VERIZON	9937759842	06/30/2023	WFF CREW	601-732-52010	90.66
LAWRENCE OIL COMPANY	CFSI-15194	06/30/2023	247752 WATER	601-732-52022	77.63
Fund 601 - WATER Total:					10,749.00

Fund: 603 - SEWER

ACE HARDWARE - ST. HELENS	06.30.23 60174	06/30/2023	ACE MATERIALS ACCT 60174	603-736-52023	71.92
ACE HARDWARE - ST. HELENS	06.30.23 60180	06/30/2023	MATERIALS ACE ACCT 60180	603-736-52001	15.44
ACE HARDWARE - ST. HELENS	06.30.23 60180	06/30/2023	MATERIALS ACE ACCT 60180	603-737-52001	15.45
SUNSET AUTO PARTS INC - N...	06.30.23	06/30/2023	AUTO PARTS ACCT 6355	603-737-52001	198.30
COLUMBIA RIVER PUD	07.03.23 38633	06/30/2023	38633 594 S 9 ST POWER	603-737-52003	11,401.25
CITY OF PORTLAND	10441079	06/30/2023	LAB SERVICES	603-736-52064	1,705.00

Expense Approval Register

Packet: APPKT00780 - AP

Item #13.

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF PORTLAND	10441079	06/30/2023	LAB SERVICES	603-737-52064	5,115.00
HUDSON GARBAGE SERVICE	13243331S046	06/30/2023	8333- TRASH WWTP 451 PL...	603-736-52023	139.38
HUDSON GARBAGE SERVICE	13243331S046	06/30/2023	8333- TRASH WWTP 451 PL...	603-737-52023	139.38
CBM SYSTEMS LLC	223911	06/30/2023	JANITORIAL SERVICES	603-736-52023	233.22
PEAK ELECTRIC GROUP LLC	26729	06/30/2023	ELECTRICAL WORK WWTP	603-737-52019	2,085.78
VERIZON	9937759842	06/30/2023	AARON KUNDERS	603-736-52010	15.18
VERIZON	9937759842	06/30/2023	SAM ORTIZ	603-736-52010	15.16
VERIZON	9937759842	06/30/2023	WWTP STAFF	603-736-52010	15.17
VERIZON	9937759842	06/30/2023	SAM ORTIZ	603-737-52010	15.19
VERIZON	9937759842	06/30/2023	AARON KUNDERS	603-737-52010	15.17
VERIZON	9937759842	06/30/2023	WWTP STAFF	603-737-52010	15.18
VERIZON	9937759842	06/30/2023	AARON KUNDERS	603-738-52010	15.17
VERIZON	9937759842	06/30/2023	WWTP STAFF	603-738-52010	15.17
VERIZON	9937759842	06/30/2023	SAM ORTIZ	603-738-52010	15.17

Fund 603 - SEWER Total: 21,256.68

Fund: 605 - STORM

H.D FOWLER COMPANY	16439762	06/30/2023	MASTER METERS - WATER M...	605-000-52001	2,670.82
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Fund 605 - STORM Total: 2,670.82

Fund: 703 - PW OPERATIONS

ACE HARDWARE - ST. HELENS	06.30.23 60176	06/30/2023	MATERIALS ACE ACCT 60176 ...	703-739-52099	3.89
ACE HARDWARE - ST. HELENS	06.30.23 60179	06/30/2023	60179 ACE ACCT MATERIALS	703-734-52001	217.35
ACE HARDWARE - ST. HELENS	06.30.23 60180	06/30/2023	MATERIALS ACE ACCT 60180	703-734-52001	99.98
ACE HARDWARE - ST. HELENS	06.30.23 60181	06/30/2023	ACE MATERIALS ACCT 60181	703-734-52001	233.80
ACE HARDWARE - ST. HELENS	06.30.23 60181	06/30/2023	ACE MATERIALS ACCT 60181	703-739-52023	44.99
SUNSET AUTO PARTS INC - N...	06.30.23	06/30/2023	AUTO PARTS ACCT 6355	703-734-52001	27.78
SUNSET AUTO PARTS INC - N...	06.30.23	06/30/2023	AUTO PARTS ACCT 6355	703-739-52099	541.74
SUNSET AUTO PARTS INC - N...	06.30.23	06/30/2023	AUTO PARTS ACCT 6355	703-739-52099	668.14
HUDSON GARBAGE SERVICE	13243446S046	06/30/2023	7555- TRASH PW 984 OR ST	703-734-52023	95.10
HUDSON GARBAGE SERVICE	13243983S046	06/30/2023	CASCADES TISSUE SITE	703-734-52023	150.00
H.D FOWLER COMPANY	16439764	06/30/2023	MASTER METERS - WATER M...	703-734-52001	714.99
LES SCHWAB TIRE CENTER	22900557632	06/30/2023	FORKLIFT REPAIR	703-739-52099	115.98
AKS ENGINEERING & FOREST...	9935-02	06/30/2023	PROJECT 9935 SALMONBERR...	703-733-52019	6,564.54
VERIZON	9937759842	06/30/2023	Nicolas Ford	703-733-52010	52.26
VERIZON	9937759842	06/30/2023	TIM UNDERWOOD	703-733-52010	45.52
VERIZON	9937759842	06/30/2023	SHARON DARROUX	703-733-52010	96.08
VERIZON	9937759842	06/30/2023	SCOTT WILLIAMS	703-734-52010	45.52
VERIZON	9937759842	06/30/2023	RYAN POWERS	703-734-52010	45.52
VERIZON	9937759842	06/30/2023	PW SPARE 4	703-734-52010	40.81
VERIZON	9937759842	06/30/2023	ALEX BIRD	703-734-52010	45.52
VERIZON	9937759842	06/30/2023	ETHAN STERLING	703-734-52010	45.52
VERIZON	9937759842	06/30/2023	JULIAN ZIRKLE	703-734-52010	45.52
VERIZON	9937759842	06/30/2023	PW SPARE 3	703-734-52010	40.81
VERIZON	9937759842	06/30/2023	DAVE ELDER	703-734-52010	45.52
VERIZON	9937759842	06/30/2023	MOUHAMAD ZAHER	703-734-52010	71.18
VERIZON	9937759842	06/30/2023	PW SPARE2	703-734-52010	40.81
VERIZON	9937759842	06/30/2023	BUCK TUPPER	703-734-52010	45.52
VERIZON	9937759842	06/30/2023	PW SPARE	703-734-52010	40.81
VERIZON	9937759842	06/30/2023	ROGER STAUFFER	703-734-52010	45.52
VERIZON	9937759842	06/30/2023	BRETT LONG	703-734-52010	45.52
VERIZON	9937759842	06/30/2023	CURT LEMONT	703-734-52010	29.03
VERIZON	9937759842	06/30/2023	SCOTT HARRINGTON	703-734-52010	29.03
LAWRENCE OIL COMPANY	CFSI-15194	06/30/2023	247748 PUBLIC WORKS	703-734-52022	1,496.68

Fund 703 - PW OPERATIONS Total: 11,870.98

Fund: 706 - PUBLIC SAFETY

OTAK INC	000062300580	06/30/2023	PUBLIC SAFETY BUILDING	706-000-52019	6,671.67
WETLAND SOLUTIONS NORT...	21102-10	06/30/2023	WETLAND DELIN AND PERMI...	706-000-52019	600.00

Fund 706 - PUBLIC SAFETY Total: 7,271.67

Grand Total: 114,442.59

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	35,862.92
201 - VISITOR TOURISM	1,112.89
202 - COMMUNITY DEVELOPMENT	22,597.63
203 - COMMUNITY ENHANCEMENT	1,050.00
601 - WATER	10,749.00
603 - SEWER	21,256.68
605 - STORM	2,670.82
703 - PW OPERATIONS	11,870.98
706 - PUBLIC SAFETY	7,271.67
Grand Total:	114,442.59

Account Summary

Account Number	Account Name	Expense Amount
100-000-20400	Building - Excise Tax	1,820.31
100-000-20700	Building - State Surcharge	2,216.47
100-000-36002	Fines - Court	35.00
100-701-52010	Telephone	127.14
100-703-52001	Operating Supplies	40.81
100-703-52041	Community Support	17.16
100-704-52001	Operating Supplies	319.00
100-704-52019	Professional Services	6,848.77
100-705-52010	Telephone	81.62
100-705-52019	Professional Services	183.65
100-705-52023	Facility Maintenance	1,746.42
100-705-52098	Enterprise Fleet Mainte...	2,629.40
100-705-52102	New Hire Equipment	375.90
100-706-52003	Utilities	133.32
100-706-52023	Facility Maintenance	2,000.00
100-706-52028	Projects & Programs	700.00
100-706-52032	Digital Resources	2,522.39
100-706-52034	Visual Materials	2,110.47
100-707-52001	Operating Supplies	45.52
100-707-52008	Printing	4,513.51
100-707-52019	Professional Services	380.00
100-708-52001	Operating Supplies	2,258.99
100-708-52010	Telephone	91.04
100-708-52022	Fuel	606.26
100-708-52023	Facility Maintenance	127.85
100-709-52010	Telephone	132.71
100-709-52019	Professional Services	223.00
100-709-52023	Facility Maintenance	238.29
100-710-52087	Commission Stipends	420.00
100-711-52001	Operating Supplies	51.00
100-711-52010	Telephone	159.30
100-712-52010	Telephone	77.68
100-715-52001	Operating Supplies	540.08
100-715-52023	Facility Maintenance	2,089.86
201-000-52028	Projects & Programs	1,112.89
202-723-52055	Riverwalk Project	22,597.63
203-709-52105	Adult Sports	1,050.00
601-731-52001	Operating Supplies	180.29
601-732-52003	Utilities	84.93
601-732-52010	Telephone	90.66
601-732-52019	Professional Services	250.65
601-732-52022	Fuel	77.63
601-732-52083	Chemicals	10,064.84
603-736-52001	Operating Supplies	15.44
603-736-52010	Telephone	45.51
603-736-52023	Facility Maintenance	444.52

Account Summary

Account Number	Account Name	Expense Amount
603-736-52064	Lab Testing	1,705.00
603-737-52001	Operating Supplies	213.75
603-737-52003	Utilities	11,401.25
603-737-52010	Telephone	45.54
603-737-52019	Professional Services	2,085.78
603-737-52023	Facility Maintenance	139.38
603-737-52064	Lab Testing	5,115.00
603-738-52010	Telephone	45.51
605-000-52001	Operating Supplies	2,670.82
703-733-52010	Telephone	193.86
703-733-52019	Professional Services	6,564.54
703-734-52001	Operating Supplies	1,293.90
703-734-52010	Telephone	702.16
703-734-52022	Fuel	1,496.68
703-734-52023	Facility Maintenance	245.10
703-739-52023	Facility Maintenance	44.99
703-739-52099	Equipment Operations	1,329.75
706-000-52019	Professional Services	7,271.67
	Grand Total:	114,442.59

Project Account Summary

Project Account Key	Expense Amount
None	114,442.59
Grand Total:	114,442.59



St. Helens, OR

Expense Approval Register

Item #13.

Packet: APPKT00771 - AP 7/7/23 -FY 2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
SAIF CORPORATION	07.03.23	07/03/2023	7/1/2023-6/30/2024 POLICY ...	100-000-23001	89,342.15
COMCAST	06.21.23	07/07/2023	COMCAST CABLE 877810899...	100-712-52003	1,597.11
CENTURY LINK	06.25.23	07/07/2023	966B	100-712-52010	338.14
OCLC INC	1000318783	07/07/2023	1000 TITLES SERVICE DATES ...	100-706-52019	1,437.44
LAWRENCE COMPANY	15735	07/07/2023	UNEMPLOYMENT SERVICES	100-707-52019	100.00
LEAGUE OF OREGON CITIES	2023-200375	07/07/2023	LEAGUE OF OR CITIES MEMB...	100-702-52019	12,301.65
CHAVES CONSULTING INC	212520	07/07/2023	MONTHLY USER FEE PER USE...	100-702-52019	185.10
APPLICANTPRO	236330	07/07/2023	ANNUAL RENEWAL	100-702-52019	6,288.00
CIVICPLUS	266549	07/07/2023	MUNICODE WEB PREMIUM C..	100-712-52006	4,800.00
SECURE PACIFIC CORPORATI...	376325	07/07/2023	375 S 18TH ST	100-706-52023	138.75
SECURE PACIFIC CORPORATI...	376326	07/07/2023	475 S 18TH	100-708-52023	140.34
SECURE PACIFIC CORPORATI...	376327	07/07/2023	150 S 13TH ST	100-705-52023	104.01
CNA SURETY DIRECT BILL	58592190	07/07/2023	BOND 58592190 CITY OF ST....	100-702-52018	204.00
HAGAN HAMILTON INSURAN...	7872	07/07/2023	FY 23/24 CYBER LIABILITY IN...	100-712-52016	27,389.57
TROTTER & MORTON FACILI...	80782	07/07/2023	C10000 MAINTENANCE AGR...	100-715-52023	482.50
TROTTER & MORTON FACILI...	80788	07/07/2023	C10630 MAINTENANCE AGR...	100-715-52023	1,785.25
MUSEEC	F2023INS150	07/07/2023	STREAMING SUBSCRIPTION	100-706-52032	1,045.00
Fund 100 - GENERAL FUND Total:					147,679.01
Fund: 205 - STREETS					
ODOT PUBLIC TRANSPORTAT...	06.30.23	07/07/2023	5A-PM/LO-00736/27.60	205-000-52060	335.00
Fund 205 - STREETS Total:					335.00
Fund: 601 - WATER					
MASTER METERS INC	261030	07/07/2023	MASTERLINK HANDHELD SYS...	601-731-52001	1,900.00
SECURE PACIFIC CORPORATI...	376329	07/07/2023	1215 4TH PL	601-732-52023	173.31
Fund 601 - WATER Total:					2,073.31
Fund: 603 - SEWER					
SECURE PACIFIC CORPORATI...	376328	07/07/2023	451 PLYMOUTH ST	603-736-52023	51.94
SECURE PACIFIC CORPORATI...	376328	07/07/2023	451 PLYMOUTH ST	603-737-52023	51.92
Fund 603 - SEWER Total:					103.86
Fund: 703 - PW OPERATIONS					
SAIF CORPORATION	07.03.23	07/03/2023	POLICY 26274	703-000-23001	29,780.72
SECURE PACIFIC CORPORATI...	376324	07/07/2023	984 OR ST	703-734-52023	103.80
Fund 703 - PW OPERATIONS Total:					29,884.52
Fund: 704 - FACILITY MAJOR MAINTNANCE					
TROTTER & MORTON FACILI...	80820	07/07/2023	SERVICE CONTRACT HVAC S...	704-000-53025	1,474.50
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					1,474.50
Grand Total:					181,550.20

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	147,679.01
205 - STREETS	335.00
601 - WATER	2,073.31
603 - SEWER	103.86
703 - PW OPERATIONS	29,884.52
704 - FACILITY MAJOR MAINTNANCE	1,474.50
Grand Total:	181,550.20

Account Summary

Account Number	Account Name	Expense Amount
100-000-23001	Payroll - Liability	89,342.15
100-702-52018	Professional Developme...	204.00
100-702-52019	Professional Services	18,774.75
100-705-52023	Facility Maintenance	104.01
100-706-52019	Professional Services	1,437.44
100-706-52023	Facility Maintenance	138.75
100-706-52032	Digital Resources	1,045.00
100-707-52019	Professional Services	100.00
100-708-52023	Facility Maintenance	140.34
100-712-52003	Utilities	1,597.11
100-712-52006	Computer Maintenance	4,800.00
100-712-52010	Telephone	338.14
100-712-52016	Insurance	27,389.57
100-715-52023	Facility Maintenance	2,267.75
205-000-52060	Waterway Lease	335.00
601-731-52001	Operating Supplies	1,900.00
601-732-52023	Facility Maintenance	173.31
603-736-52023	Facility Maintenance	51.94
603-737-52023	Facility Maintenance	51.92
703-000-23001	Payroll - Liability	29,780.72
703-734-52023	Facility Maintenance	103.80
704-000-53025	Capital Outlay - Sr Center	1,474.50
Grand Total:		181,550.20

Project Account Summary

Project Account Key	Expense Amount
None	181,550.20
Grand Total:	181,550.20



COUNCIL REGULAR SESSION

Wednesday, June 21, 2023

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Jessica Chilton – via Zoom
 Councilor Patrick Birkle
 Councilor Mark Gundersen
 Councilor Brandon Sundeen

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Suzanne Bishop, Library Director
 Tina Curry, Contracted Event Coordinator

OTHERS

Brady Preheim
 Jennifer Massey
 Mercedes Massey
 Brianna Gaston
 Adam St. Pierre

CALL REGULAR SESSION TO ORDER – 7:00 p.m.

PLEDGE OF ALLEGIANCE

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

◆ Brady Preheim.

- He is here to correct something said about tourism. Council didn't mention the tax dedicated to only tourism. Contracted Event Coordinator Tina Curry takes that \$120,000 and turns it into about \$1.2 million. All departments should do that. The locals don't pay it. It's paid by visitors staying in hotels. He is opposed to a public safety fee with ticket costs. If she says adding a fee is a bad idea, they should believe her. He resents those fees when he sees them. Everything will be up for negotiation again when her contract ends. Tina brings in revenue to the community.
- There was an article in today's Chronicle complaining about the ethics. He doesn't see the issue and doesn't understand it. However, he does think Council should sign it as well.

◆ Jennifer Massey, President of Nonprofit organization.

- She is bothered that not all the Council members say the Pledge of Allegiance.
- She is a huge supporter of tourism and can't wait to see it grow. Her understanding is that 10% of the profits go back to the General Fund. Why can't that fund public safety? They don't plan on going away until there is adequate staffing and safety. How do they

bring more people when they don't have appropriate staffing? Everyone is in support of tourism. They are not in support of not having public safety. The first 13 Nights on the River had disturbances. Police were blamed because there are not enough officers and they couldn't be there. The City needs to look at private security. Tourism and Waterfront seem to be the priorities. Last Halloween, there was a threat assessment done. What are they doing about it? She and her organization will keep coming until there is a resolution to increase police.

- ◆ Adam St. Pierre. There were not enough officers to work the Kiwanis Community Parade. They asked for volunteers but no one wanted to give up the little bit of family time they have. They are working 60-70 hours a week. Columbia County Sheriff's Office was going to send four people, but he heard there was only one person with a ride-along. Should they take people off 911 service for the parade? How big do they want to grow these events? He recommends taking 10% from event ticket sales and putting it back into public safety. They need to reinvest to keep events safe. Will it become a burden of the taxpayers? They love tourism but want to see some funds go into law enforcement. They are representing a large group of people.
- ◆ Brianna Gaston. Officers are working overtime to fill patrol shifts. They don't want to fill extra shifts for events in addition to that. As a wife, she knows what it's like to have her husband working a lot of overtime. It's especially hard when you have young kids.

Mayor Scholl talked about filling the one open position. They are looking at using Urban Renewal funds to fund Administration positions to free up General Fund money to fund a police officer position.

Jennifer talked about the outstanding Public Records Requests and sharing the results with the community. They are using the information received to help answer questions they get from the public.

Councilor Birkle explained that it is his Constitutional right to not say the pledge. He still stands and is respectful. He flies a flag on national holidays, respects it, and affirmed to uphold the Constitution. Jennifer appreciates that but it is also her Constitutional right to express her concerns.

City Administrator Walsh invited Jennifer to come in and talk. Jennifer appreciates that. There is a lack of communication and she just wants to be transparent.

- ◆ Tina Curry. She confirmed that 10% of all ticket sales goes back to the City's General Fund. They can't possibly predict if something will happen at an event. It can still happen even if police are there. She would prefer this conversation not be had in public. It could inspire people to act.

ORDINANCES – Final Reading

- 1. Ordinance No. 3292:** An Ordinance to Annex and Designate the Zone of Certain Property at 35046 Maple Street

Mayor Scholl read Ordinance No. 3292 by title. **Motion:** Motion made by Councilor Birkle and seconded by Councilor Gundersen to adopt Ordinance No. 3292. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

- 2. Ordinance No. 3293:** An Ordinance to Annex and Designate the Zone of Certain Property at 35082 Maple Street

Mayor Scholl read Ordinance No. 3293 by title. **Motion:** Motion made by Councilor Birkle and seconded by Councilor Sundeen to adopt Ordinance No. 3293. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

3. Ordinance No. 3294: An Ordinance to Annex and Designate the Zone of Certain Property at 58927 Firlok Park Street

Mayor Scholl read Ordinance No. 3294 by title. **Motion:** Motion made by Councilor Gundersen and seconded by Councilor Sundeen to adopt Ordinance No. 3294. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

4. Ordinance No. 3295: An Ordinance to Change the Name of Mill Street as Located Along the South Side of Lot 8, Block 10, City of St. Helens, to Wapama Way

Mayor Scholl read Ordinance No. 3295 by title. **Motion:** Motion made by Councilor Sundeen and seconded by Councilor Gundersen to adopt Ordinance No. 3295. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

5. Ordinance No. 3296: An Ordinance Amending the St. Helens Municipal Code Chapter 12.20, and Adding Chapter 12.22 Regarding Camping on Public Property

Mayor Scholl read Ordinance No. 3296 by title. **Motion:** Motion made by Councilor Gundersen and seconded by Council President Chilton to adopt Ordinance No. 3296.

Amended Motion: Motion made by Councilor Birkle and seconded by Councilor Sundeen to amend Section 12.22.020(1) "Camping" or "To" Camp" means to establish a Campsite either through occupation or storage of personal property on any location of City Property for more than 24 consecutive hours," by changing it from 24 to 48 consecutive hours.

Discussion.

Councilor Birkle believes this gives more grace to the people impacted and will be less likely to have litigation. Councilor Sundeen agreed. Mayor Scholl pointed out that Scappoose is 12 hours.

Council President Chilton is concerned that it increases it to five days. Councilor Birkle understands. He believes that more time is helpful for someone already in an unstable position. He has heard that 24 hours is already being challenged. They can consider the 24 hours to be objectionably reasonable, but it's based on what is objectionably reasonable to those impacted, which is the houseless. Council President Chilton can see that, but then why not six days? Where is the line? Councilor Sundeen has been looking at other cities. No two are the same. A little extra grace makes them that much safer. Councilor Gundersen prefers to stay at the 24 hours. They can find somewhere else to go. If they can't get it done in four days, what's an extra day? It should be plenty.

Mayor Scholl hears the compassion. There's a State mandate that can be scary. He understands both sides but would prefer to keep it where it's at. Community Action Team (CAT) said there are 700 houseless people in St. Helens. Measure 110 did not help. Officers cannot arrest where they used to. Now it's just a referral. Oregon is number 48 in addressing drug addiction and nearly dead last in mental health assistance. The governor did thank him for working on this. He's hopeful to make traction at the State level.

Vote for Amended Motion: Yeah: Councilor Birkle and Councilor Sundeen; Nay: Council President Chilton, Councilor Gunderson, and Mayor Scholl

Vote for Original Motion: Yeah: Council President Chilton, Councilor Gunderson, and Mayor Scholl; Nay: Councilor Birkle and Councilor Sundeen

Councilor Birkle stated for the record that he does not believe anyone voting in favor are any less humane than him. For him, it comes down primarily to offering grace and being less of a target.

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

6. Agreement with ABC Transcription Services, LLC for Transcribing Council Minutes
7. Donation Agreement with St. Helens II, LLC for Donation of Real Property

8. Extension of Agreement with Jonathan J. Ellis for Financial Services
9. First Amendment to Agreement with Mackenzie Engineering, Inc. for Infrastructure Design Work for the St. Helens Industrial Business Park
10. Extension of Agreement with Mark Comfort for Clean-up of Various Properties inside City Limits
11. Extension of Agreement with Mason, Bruce & Girard for Forestry Management
12. Extension of Agreement with Richard Oberdorfer for Pro Tem Judicial Services
13. Agreement with Scappoose Bay Watershed Council for Maintenance and Improvement of Natural Areas on City-owned Properties
14. Amended Agreement with Otak CPM for Project Management of the Public Safety Building Project

Motion: Motion made by Councilor Gundersen and seconded by Councilor Birkle to approve '6' through '14' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

APPOINTMENTS TO CITY BOARDS, COMMITTEES, AND COMMISSIONS

15. a. Reappoint Ellen Jacobson to the Library Board
- b. Appoint Brian Long to the Parks and Trails Commission

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

CONSENT AGENDA FOR ACCEPTANCE

16. Library Board Minutes dated May 8, 2023
17. Parks and Trails Commission Minutes dated May 8, 2023

Motion: Motion made by Councilor Birkle and seconded by Councilor Sundeen to approve '16' and '17' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

CONSENT AGENDA FOR APPROVAL

18. Council Minutes dated May 3 and 17, 2023
19. Accounts Payable Bill Lists

Motion: Motion made by Councilor Gundersen and seconded by Councilor Sundeen to approve '18' and '19' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

WORK SESSION ACTION ITEMS

None

COUNCIL MEMBER REPORTS

Council President Chilton reported...

- Walked with the City and American Heritage Girls in the Kiwanis Community Parade. She had a great time with the Flying Eagle canoe.
- Citizens Day in the Park is on Saturday. She is excited to be there.
- Shoutout to Aces St. Helens Girls Softball 14U Tournament Team. They are traveling to Albany this weekend for the State Tournament with hopes to come back as state winners. Thank you to Spirit of Halloweentown for sponsoring them.
- Adult softball starts this week.
- Fair is coming up. She will miss the July 19 Council meetings while she's there for Senior Day with Avamere.

Councilor Sundeen reported...

- Parks Division
 - Mowing a lot
 - Keeping fields looking good
 - Resignation on Parks & Trails Commission
 - Welcomed Brian to the Parks & Trails Commission
 - Parks & Trails Commission hosted a work party at Dalton Lake
 - Working on the Urban Trail in St. Helens
 - Parks & Trails Commission will be at Citizens Day in the Park
 - An Intergovernmental Agreement (IGA) with Scappoose Bay Watershed was on tonight's agenda. He asked for the Parks & Trails Commission to be included in that in the future.
- Police Department
 - Thanked the police for all they do to keep the community safe
 - Congratulations and welcome to Officers Anderson and Sprinzl
 - Met with Police Chief Greenway and Lieutenant Hogue yesterday. They shared good ideas about using available resources to continue keeping the community safe.
- Looking forward to Citizens Day in the Park

Councilor Gundersen reported...

- Resignation on Planning Commission
- Excited about the Architectural Design Standards Committee. There are a couple Commission members he would like to see involved on that Committee.
- Glad to be done with HB 3115
- Looking forward to Citizens Day in the Park
- Apologized for missing the Kiwanis Community Parade. He had a prior commitment.

Councilor Birkle reported...

- Met with Library Director Bishop last week to get up to date. They have great programs going on for children and adults, including the Summer Reading Program. Staff is working to open the Makerspace limited hours.
- Acknowledged Pride Month. Council has acknowledged nondiscrimination and welcome to all people. He hopes they continue to recognize that. St. Helens is welcome to all people.

MAYOR SCHOLL REPORTS

- Citizens Day in the Park is on Saturday. It includes a car show, live music, vendors, disc golf, etc. It's a good event for the community that staff has taken it to a different level.
- There is no first meeting in July
- Have a Happy 4th of July!
- The Waterfront Redevelopment is moving along
- There are a lot of activities downtown on 4th of July
- He appreciates staff and working on solutions to fund police. He looks forward to having an Urban Renewal meeting to discuss funding.

OTHER BUSINESS

ADJOURN – 7:54 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor