



COUNCIL REGULAR SESSION

Wednesday, May 01, 2024 at 7:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Jessica Chilton
Councilor Mark Gundersen
Councilor Russell Hubbard
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

PROCLAMATION

1. 55th Annual Professional Municipal Clerks Week - May 5-11

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

ORDINANCES – *First Reading*

2. Ordinance No. 3300: An Ordinance Amending the St. Helens Municipal Code Title 10, "Vehicles and Traffic," adding Chapter 10.20 "Traffic Calming"

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

3. Agreement with Aaron Martin for Pro Tem Judicial Services

CONSENT AGENDA FOR ACCEPTANCE

4. Parks and Trails Commission Minutes dated March 11, 2024
5. Planning Commission Minutes dated March 12, 2024

CONSENT AGENDA FOR APPROVAL

6. New Librarian I (Youth & Makerspace Librarian) Job Description
7. Council Minutes dated February 7, 2024 and March 13, 2024
8. Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

COUNCIL MEMBER REPORTS

MAYOR SCHOLL REPORTS

OTHER BUSINESS

ADJOURN

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/81427960752?pwd=K1FBMUIVaFFyNFRtMVhLUUNtazhSQT09>

Passcode: 020260

Dial: 253-205-0468

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

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

City of St. Helens
PROCLAMATION
By Mayor Rick Scholl

55th Annual Professional Municipal Clerks Week
May 5 – 11, 2024

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Rick Scholl, Mayor of the City of St. Helens, do recognize the week of May 5 through May 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerks, Kathy Payne and Lisa Scholl, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of St. Helens to be affixed at St. Helens City Hall on this 1st day of May 2024.

MAYOR:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

*Place
Gold
Seal &
Stamp
Here*

City of St. Helens
ORDINANCE NO. 3300

AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE
 TITLE 10, "VEHICLES AND TRAFFIC," ADDING CHAPTER 10.20
 "TRAFFIC CALMING"

WHEREAS, pursuant to its Charter and other laws of the State of Oregon, the St. Helens City Council has the power to adopt reasonable ordinances, resolutions, and regulations for the protection and preservation of public health, safety, and welfare of its citizens, including the power to regulate the operation of motor vehicles and exercise control over all traffic; and

WHEREAS, citizens have expressed concern about excessive traffic speed through their residential neighborhoods; and

WHEREAS, the primary function of streets in residential neighborhoods is to allow direct access to the properties and connections to higher order street system, and when neighborhood streets are used with excessive speed, the quality of life and the safety of residents is diminished; and

WHEREAS, the City of St. Helens wishes to employ traffic calming measures such as speed humps and other appropriate strategies, according to approved engineering standards, to prevent excessive cut-through traffic and excessive speeds on local roads, thereby promoting the public health, safety, and welfare in residential areas in the City; and

WHEREAS, the City's Public Works Engineering Division has developed policies and procedures to govern how traffic calming measures are applied to City streets.

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

Section 1. The above recitations are true and correct and are incorporated herein by reference.

Section 2. The City of St. Helens Municipal Code is hereby amended to adopt new Chapter 10.20 (Traffic Calming) under Title 10 (Vehicles and Traffic), as set out in **Attachment A**, attached hereto, and incorporated herein by this reference.

Section 3. Severability. If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses, or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be servable. This City Council hereby

declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance be enforced.

Section 4. Provisions of this Ordinance shall be incorporated in the St. Helens Municipal Code and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

Section 5. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: May 1, 2024
Read the second time: May 15, 2024

APPROVED AND ADOPTED this 15th day of May 2024 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

Ordinance No. 3300 – Attachment “A”**CHAPTER 10.20
TRAFFIC CALMING****10.20.010 Title**

This chapter shall be known as the "Neighborhood Traffic Calming Procedure" for the City of St. Helens.

10.20.020 Purpose

The purpose of traffic calming is to outline the policy and procedures for guiding the process of evaluating the feasibility of installing traffic calming measures on City streets through the use of devices and techniques that reduce traffic volume and speed in neighborhoods while maintaining maximum mobility and access. Traffic calming attempts to make drivers aware of the fact that they are sharing the space of a street with other users. The traffic calming ordinance provides a procedure to consider, evaluate, implement, and remove traffic calming measures on streets in the City of St. Helens.

10.20.030 Policy

- (1) To enhance the quality of life and the safety of the City's residents, the City of St. Helens is establishing this traffic calming policy. It is the policy of the City of St. Helens that motor vehicles traveling in excess of posted speed limits present a threat to public safety and should be first addressed using the least intrusive methods available that will be effective for a given situation. Enforcement is the preferred method of abatement. Where the necessary level of enforcement is unattainable, engineered measures may be considered. The goals of this program are:
 - (a) Reduction of traffic speed to a safe and appropriate limit.
 - (b) Encourage community participation.
 - (c) Encouragement and enhancement of vehicle, pedestrian, and bicycle systems.
 - (d) Limiting traffic calming to local residential streets.
 - (e) Ensuring emergency vehicle access.
 - (f) Use of effective, efficient, economical, and environmentally sound traffic calming solutions.
 - (g) Multi-discipline input from engineers, planners, police, and fire.

10.20.040 Definitions

- (1) The following words, terms, and phrases, as used in this chapter, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise:
- (a) *85th Percentile Speed* means the speed, in miles per hour, at or below which 85 percent of the drivers travel on a road segment. Motorists traveling above the 85th percentile speed are considered to be exceeding the safe and reasonable speed for road and traffic conditions.
 - (b) *Average Daily Traffic (ADT)* means the volume of traffic passing a point or segment of a road in both directions, during a period of time, divided by the number of days in the period and factored to represent an estimate of traffic volume for an average day of the year.
 - (c) *Collector* is the street functional classification for streets which provide access and mobility within neighborhoods, and commercial and industrial areas. Collectors gather traffic from local streets and serve as connectors to arterial streets.
 - (d) *Local (Residential)* is the street functional classification for streets which provide access to residential and other properties within neighborhoods and are not considered thoroughfares or serve major traffic generators.
 - (e) *Major Arterial* is the street functional classification for streets which carry the highest volumes of through traffic, provide mobility within the community, and provide continuity for intercity traffic through the urban area.
 - (f) *Minor Arterial* is the street functional classification for streets which interconnect and augment the major arterial system and accommodate intracity and intercity trips. Minor arterials provide connections between residential, shopping, employment, and recreational activities within the community.
 - (g) *Speed Hump* means a rounded raised area built across a road as a traffic calming measure intended to slow traffic speeds on low volume, low speed roads.
 - (h) *Street Functional Classification* is a street's operational and design characteristics such as pavement width, right-of-way requirements, driveway access spacing requirements, and appropriate type of pedestrian and bicycle facilities. Functional classification of streets is determined by the City of St. Helens Transportation System Master Plan.
 - (i) *Traffic calming* is the deliberate slowing of traffic on a street by installing speed humps or other obstructions referred to as "traffic calming devices".

- (j) *Traffic calming device* means an element of a traffic calming plan selected from among those devices authorized herein for use within the City.
- (k) *Traffic calming study* means an appraisal of traffic conditions in the development of a plan for installing one or more traffic calming devices on a City street.

10.20.050 Speed Humps

(1) For the purposes of the traffic calming program, speed humps as a traffic calming measure may be warranted if the following conditions are met:

(a) Street Classification

- (i) Street shall be classified as a Local (Residential) street in the current City of St. Helens Transportation System Master Plan. Speed humps shall not be considered for use on collector, major arterial, or minor arterial streets because of its potentially severe safety consequences on traffic, emergency services, and other service delivery activities.
- (ii) The Local (Residential) street is not a primary access route for emergency vehicles, a truck route, or a route that is heavily used due to the proximity of an emergency vehicle facility.

(b) Traffic Investigation

- (i) The 85th percentile speed must be at least five (5) miles per hour over the posted speed limit.
- (ii) More than fifty percent of the vehicles traveling on the street must be documented to be travelling at or above the posted speed limit.
- (iii) Street must have a posted speed limit of 30 miles per hour or less.
- (iv) The average daily traffic (ADT) volume must be at least 500 vehicles per day and a maximum of 2,500 vehicles per day.

(c) Street Geometry

- (i) Speed hump will not result in the need for widening other roadways, for additional storm drain measures, cause delays emergency response time, or cause drivers to seek other routes to bypass the traffic calming measure as determined by the Public Works Department.

- (ii) Street grade must be less than eight percent (8%).
- (iii) Street must have adequate sight distances to safely accommodate the speed hump as determined by the Engineering Division.
- (iv) Street must have no more than one travel lane in each direction.
- (v) Street must be at least 1,000-feet in length, uninterrupted by stop signs, yield signs, or signal controls.
- (vi) Speed hump shall not be installed on sharp curves or curves exceeding a horizontal curve of radius of 300 feet.
- (vii) Speed hump will not be installed closer than 200 feet from an unsignalized intersection and 250 feet from a signalized intersection.
- (viii) Speed hump shall not impede access to driveways.
- (ix) Speed hump shall not be installed on cul-de-sacs or no-outlet streets less than 1,000 feet in length.
- (x) Speed hump shall not be installed within 10 feet of a fire hydrant.
- (xi) Speed hump shall not be installed over manholes, water valves, or street monumentation.

10.20.060 Speed Hump Request Procedures

- (1) A person(s) interested in pursuing the installation of a speed hump on a street shall submit a Speed Hump Request to the Public Works Engineering Division with the appropriate fees. Fees associated with all traffic calming requests shall be set by resolution of the City Council.
- (2) Engineering Division staff will make a preliminary assessment to determine if the requested location is on an eligible road. If the location is on an eligible road, Engineering Division staff will determine an appropriate target area to circulate a neighborhood speed hump support petition. The target area will be determined based upon the density of the lots and the roadway use.
- (3) Applicant shall circulate a neighborhood speed hump support petition in the area determined by the Engineering Division and shall provide documented evidence of community support for the installation of speed humps. Petition must document a minimum of seventy-five percent of the properties within the boundary area in support the installation of traffic calming measures.

- (4) After the Applicant provides required community support for speed humps as required, Engineering Division staff shall conduct a traffic study to determine if the street meets the requirements for speed humps based on the criteria set forth in Section 10.20.050. Speed study shall be conducted for a minimum of 30 days.
- (5) If the street meets all criteria for speed humps, additional approval of the following agencies in support of the speed humps is required, including the Public Works Department, Planning Department, Police Department, and Fire Department.
- (6) After the community engagement process has been completed, residential approval thresholds are met, and traffic calming funds have been received by the City, the Engineering Division shall complete a full engineering study of the site and develop a preliminary design proposal for the requested speed hump.
- (7) A public hearing shall be held prior to installation of speed humps to present the preliminary design to interested residents.

10.20.070 Funding for Speed Humps

- (1) A street which qualifies for speed humps may be funded by the City, when such funds become available, by an individual, or by a group of individuals.
- (2) The individual or group of individuals funding speed humps must enter into a memorandum of understanding (MOU) with the City of St. Helens, wherein they agree to pay for all costs associated with the installation of speed humps on the street, including design, permits, construction, inspection, and administrative fees.
- (3) After a MOU is executed, payment shall be made to the City of St. Helens.
- (4) Payment for speed humps does not relieve Applicant from the requirement of obtaining 75% community support in favor of the installation of traffic calming measures, or from any other criterion set forth in this chapter.

10.20.080 Installation of Speed Humps

- (1) The installation of speed humps shall be scheduled by the Public Works Department upon approval by the City Council and receipt of funds for the work.
- (2) Completion of the installation of speed humps shall be subject to work crew schedules, purchasing constraints, and appropriate weather conditions.

10.20.090 Evaluation, Modification, and Removal

- (1) Engineering Division staff shall evaluate speed humps and other traffic calming measures six (6) months after installation. Traffic data shall be collected and compared to the previously collected “before” data. The comparison will evaluate the measures to determine if corrective measures or other actions are needed.
- (2) With the approval of City Council, speed humps may be removed or altered at any time for the following reasons:
 - (a) Emergency response is significantly impacted.
 - (b) Traffic count for the street exceeds 2,500 vehicles per day.
 - (c) The City’s Public Works Director determines that it is in the best interest of public safety.
- (3) Residents within the traffic calming area may request removal of the speed humps only after the measures have been in place for two years by submitting a petition to the City. The petition shall request removal of the speed humps, acknowledge that the residents shall pay for the removal, and include the signatures of at least seventy-five percent of the property owners within the calming area. Upon receipt of the petition, the City will assess the property owners within the traffic calming area for the costs and then remove the speed humps.

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 **Aaron Martin** (“Contractor”).

RECITALS

A. The City is in need of personal services for **pro tem judicial services**, and Contractor represents that it is qualified and prepared to provide such services.

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

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to pro tem judicial services, and Contractor accepts such engagement. The principal contact for Contractor shall be Aaron Martin, email: aaron@abdmartin.com, phone: 503-558-7833.

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 April 30, 2025. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

5. Payment.

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

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

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

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

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

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

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

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

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

CONTRACTOR: **Aaron Martin**
272 S. 1st Street
St. Helens, OR 97051
503-558-7833
aaron@abdmartin.com

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

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

9. Insurance.

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

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

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

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

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

10. Termination.

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

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

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

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

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

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

10.2 Breach of Agreement

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

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

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

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

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

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

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

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

14. Indemnification.

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

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

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

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

16. Compliance with Law.

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

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

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

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

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

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

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

16.8 Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor

collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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

16.9.1 Either:

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

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

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

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

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

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

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

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

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

civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Mediation/Dispute Resolution

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

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

23. Records, Inspection and Audit by the City.

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

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

23.3 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or

within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

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

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

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

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

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

CITY:

CONTRACTOR:

CITY OF ST. HELENS

AARON MARTIN

Council Meeting Date: May 1, 2024

Signature: _____

Signature: Aaron Martin

Print: _____

Print: Aaron Martin

Title: _____

Title: _____

Date: _____

Date: 22 Apr 2024

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT A
Scope of Work

For the term of this contract and any subsequent extensions, judge will provide judicial services to the City of St. Helens on mutually agreed upon scheduled dates and/or assigned cases consisting of the following:

- Work with court on coordinating mutually acceptable scheduling for providing pro tem judicial services.
- Preside in court on mutually agreed upon schedule for that particular court day.
- On assigned cases and/or dates, be available by telephone to “C-Com” within 10 minutes of their placing the call to answer questions relating to release status and orders pertaining to release for individuals who are subject to arrest either because an arrest warrant is outstanding or under circumstances leading a reasonable person to believe that a contempt of court charge or a probation violation charge may be initiated by the court.
- Be generally available, subject to reasonable notice, for meetings with the City Administrator pertaining to the conduct of the Court’s business, as required by the City Administrator.
- Submit all requested reports pertaining to the functioning of the Courts as required by the City Administrator or the City Council, as requested.
- Such other judicial functions as may be necessary or advisable under the circumstances.

EXPECTATIONS:

It is expected that the judge will provide judicial services to the City of St. Helens on specific assigned dates and/or specific cases, generally from the hours of 8:30 a.m. to 5:00 p.m. or some portion thereof.

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance through the Oregon Professional Liability Fund (PLF) throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	NO
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		NO
Professional Liability	Annual Aggregate	\$300,000 aggregate of all claims plus \$75,000 claims expense allowance as provided in the PLF Primary Coverage Plan	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.



Professional Liability Fund

16037 SW Upper Boones Ferry Road, Suite 300
Tigard, OR 97224
mailing address:
PO Box 23160 | Tigard, OR 97281-1600

accounting: 503.924.1771
toll free: 800.452.1639
fax: 503.684.7250
www.osbplf.org

2024 PLF Primary Coverage Plan Declarations

Aaron Ben David Martin
PO Box 1533
Saint Helens, OR 97051-0909

CERTIFICATE NO. 123854

NAMED PARTY:

Aaron Ben David Martin

COVERAGE PERIOD:

January 1, 2024 through December 31, 2024 unless terminated by the Named Party at an earlier date pursuant to PLF Policy 3.400

RETROACTIVE DATE:

October 1, 2012

LIMITS OF COVERAGE:

\$300,000 Aggregate / \$75,000 Claims Expense Allowance
as provided in Section VII of the 2024 PLF Primary Coverage Plan

DEDUCTIBLES:

NONE

The 2024 PLF Primary Coverage Plan is published on the PLF website, www.osbplf.org.

WARNINGS

This is a claims made plan. This Plan contains provisions that reduce the Limits of Coverage stated in the Plan by the costs of legal defense. See Sections I, VI, and VII of the 2024 PLF Primary Coverage Plan.

Various provisions in this Plan restrict coverage. Read the entire Plan to determine rights, duties, and what is and is not covered.

ATTACHMENT C
Terms of Compensation

\$100 per hour



PARKS AND TRAILS COMMISSION

Monday, March 11, 2024 at 4:00 PM

APPROVED MINUTES

MEMBERS PRESENT

Commissioner Jerry Belcher
 Commissioner Howard Blumenthal
 Vice Chair Scott Jacobson
 Commissioner Jacob Woodruff

STAFF PRESENT

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

VISITORS

Nick Hellmich

CALL TO ORDER 4:00pm

APPROVAL OF MINUTES

1. Approve February Minutes

**Motion made by Commissioner Woodruff, Seconded by Commissioner Blumenthal.
 Voting Yea: Commissioner Belcher, Commissioner Blumenthal, Vice Chair Jacobson,
 Commissioner Woodruff**

VISITOR COMMENTS: Limited to 3 (three) minutes

Nicholas Hellmich has applied for the Commission and is also an avid disc golfer. He came to mention that hole number nine on the disc golf course at McCormick Park has a tree branch collapsed that is arching over and poses a potential hazard. There is also a tree branch leaning at hole number five. He would also be willing to help maintain the course. Buck believes the tree at hole number nine has been taken care of, and he will investigate the one at number five.

NEW BUSINESS

Commissioner Barlow entered the meeting.

2 - Nob Hill Report – Blumenthal

Blumenthal gave a presentation of the plants and work in Nob Hill nature park over the past year.

OLD BUSINESS

3 - Park litigation - Blumenthal

It is a non-issue by this date due.

Jacobson met with park employees and employees from the St. Helens Senior center about a trail through Heinie Heuman Park or an overlook from the Senior Center. He does not see a good way forward with any plans currently.

Buck Tupper confirmed that there are plans to replace the open ditch with a pipeline in the future.

Jacobson has spent some more time walking and discussing options for the Milton Creek Reserve.

Belcher met with Buck Tupper and spoke about the option of painting the markings for the Urban Trail instead of a cement stamp.

Belcher and Jacobson feel that the "Overlook" area should continue to be brought up even though it might take years to turn it into something.

Belcher feels that there will be unforeseen consequences because of the relationship between the Sand Island LLC and the City. He is concerned about the building of cabins and the buy-out at the end of the contract.

STAFF REPORT

Buck Tupper reports that baseball and softball season are here yet the fields are still wet. Repairs are being made to the field sheds.

The zipline is still down at the playground in McCormick Park. It has failed twice in one year though it should have lasted about ten years. An expert came out and is disappointed at the equipment installation about two years ago including some illegal safety issues that have now been fixed.

Tupper has instituted an equipment safety checklist and two employees have received further equipment training. More wood chips will be brought in next week to put under the playground.

Tupper says he is waiting on the design from Commissioner Lathrope for the Urban Trail marking.

There was a meeting with the Mayor and John Walsh about moving 13 Night on the River to McCormick Park during downtown construction. There are concerns about parking and power that are being addressed.

The next Citizens Day meetings are already underway, and they are looking to get more volunteers instead of relying on city employees to work the event.

Tupper passed around a list of current tasks and repairs that they are working on in the parks for the Commissioners to look over.

COUNCILOR'S REPORT

Councilor Sundeen mentioned that one of the major reasons for moving 13 Nights is not only construction in the park but in the areas around the park.

Sundeen reiterated that the Council is looking for more volunteers for Citizens Day.

He encourages the interview committee to really make sure that the new applicants understand the duties of the Commission since the last three did not stay long.

DISCUSSION ITEMS

Jacobson asked if there was an update on the potential sale of the Boise property. Councilor Sundeen says they have more time to respond.

Blumenthal brought up the work party at Nob Hill Park on April 6th.

ADJOURNMENT 4:57pm



PLANNING COMMISSION

Tuesday, March 12, 2024, at 6:00 PM

APPROVED MINUTES

- Members Present:** Vice Chair Jennifer Shoemaker
 Commissioner Charles Castner
 Commissioner Ginny Carlson
 Commissioner Brooke Sisco
 Commissioner Scott Jacobson
- Members Absent:** Chair Dan Cary
 Commissioner David Rosengard
- Staff Present:** City Planner Jacob Graichen
 Associate Planner Jenny Dimsho
 Community Development Admin Assistant Christina Sullivan
 City Councilor Mark Gunderson
- Others:** Steve Toschi
 Brady Preheim
 Holcombe Waller
 Andrew Niemi
 Wayne Weigandt
 Brad Hendrickson
 Daryl Tinney
 Huck Wilken

CALL TO ORDER & FLAG SALUTE

Chair Dan Cary was absent, so Vice Chair Jennifer Shoemaker was the acting Chair.

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

Toschi, Steve. Toschi was called to speak. He said he wanted to reiterate that he thought it would be a mistake to change the decision that the Planning Commission had made in the past to deny the Conditional Use Permit for the Police Station location. He hoped they would work together with the City Council to find a new location that meets the development code for a critical facility. He said there is a plan to redevelop the Houlton Business District and thought it would be the perfect opportunity for the Police Station to be located there. He said they should look for ways to cut costs..

Preheim, Brady. Preheim was called to speak. He said he wanted to express his protest against Commissioners Charles Castner and David Rosengard. He did not think they should be on the Planning Commission. He said he did not think there needed to be a new police station built. He said they needed storage and wanted to suggest revisiting the project and determining if a full rebuild was necessary. He also said the meeting with the City Council and the vacant storefronts should not involve Mainstreet as one of the buildings that is considered a vacant storefront belongs to a Mainstreet board member. He also said he would like to see the Planning Commission take on the redesign of the Plaza.

CONSENT AGENDA

A. Planning Commission Minutes Dated February 13, 2024

There was a discussion of a possible correction to a motion made about mirrored glass versus opaque. The Planning Commission agreed both items were discussed and there should not be a correction.

Motion: Upon Commissioner Carlson's motion and Commissioner Sisco's second, the Planning Commission unanimously approved the Draft Minutes dated February 13, 2024 as written. [AYES: Commissioner Carlson, Commissioner Sisco, Commissioner Castner, Commissioner Jacobson; NAYS: None]

PUBLIC HEARING AGENDA (times are earliest start time)**B. 6:05 p.m. Historic Resource Review at 175 S 1st Street - Wilken**

Vice Chair Jennifer Shoemaker opened the Public Hearing at 6:14 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Associate Planner Jenny Dimsho presented the staff report dated March 5, 2024. She shared with the Commission the location of the building. She said it was very visible from three different streets. She also said this building was a locally designated landmark and so any alterations made to the outside of the building require a review from the Historic Landmarks Commission. She shared the applicant submitted alterations to third story windows, a fire escape repair, and a new mechanical unit on the outside.

She mentioned the historic district nomination from 1984 noted that two dormer windows added to the building.

She said the proposal mostly applied to the third story of the building. She said the applicant is remodeling the third floor from two dwelling units to one unit to provide more space and livability to a future tenant. She said the east elevation showed the two non-original dormer windows and he proposed to change them from vinyl split pane windows to fiberglass simple double hung windows. They would remain the same size. She said on the south side there were single hung aluminum windows, and the applicant proposed to change them to similar size fiberglass casement double hung windows. She also said on the west side there would be a change in size. Currently the window has a piece of white plywood in it and the applicant proposed to change it back to the original size window.. There was a smaller window that would be removed, and the matching siding would be added. The applicant noted in the report there were issues with the mechanisms and mechanical workings of the windows which is why they needed replaced versus restored. There was also a window that the applicant proposed to replace with a slider window and restore the trim to the original style as the rest of the house. She also noted the casement windows were to provide more airflow in the space as well.

She shared the fire escape repairs. The applicant proposed to change the size of the window to the fire escape window to make it more functional. The applicant would also be extending the ladder to go all the way to the ground and make repairs to the railing to make it safer. She mentioned this fire escape was not visible from any of the streets.

She said the ductless heat pump was originally going to be placed with an attachment to the third story. She said she spoke with the applicant about placing it in a less visible location. She said the applicant found a location on the ground and run the coolant and wiring through the interior, as opposed to the exterior, which would make it less visible to the outside of the house.

Wilken, Huck. Applicant. Wilken is the owner of the property. He shared that the window from the fire escape is currently two windows and he wanted to put a single window in that would meet the minimum width for egress. He said the heat pump would be installed on the ground in the back as proposed or by the fire escape which is also not in a visible location. He said he planned to do a slider

on the small window as currently it opens with an interior awning, and he wanted something that did not take up all the space in the room. He did say he was willing to change the style though if it needed to be. He said wanted to do fiberglass so that the windows would last longer. The maintenance would be easier, and they were paintable.. He also mentioned they were more energy efficient and cost effective.

There was a discussion about photographs that will document the changes and how they will be archived.

In Favor

No one spoke in favor of the application.

In Neutral

No one spoke as neutral of the application.

In Opposition

No one spoke in opposition to the application.

Rebuttal

There was no rebuttal.

End of Oral Testimony

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

Close of Public Hearing & Record

Deliberations

Dimsho mentioned there needed to be a determination about the deterioration of the windows and whether this required replacement versus restoration. The Commission did agree these windows required replacement to be functional.

Commissioner Scott Jacobson asked if there was a condition about color matching. This led to a discussion where Vice Chair Shoemaker said she did not agree with the condition that the windows be painted white. She mentioned in the historic photograph shows they were darker in color. She felt they should remove the condition of keeping them white so that if in the future, the applicant wanted to revert back to the dark color for all of the windows, they could The Commission agreed.

There was a discussion about the use of fiberglass. The Commission agreed that these were more sustainable.. There was also a discussion about the windows being changed to double hung. The Commission agreed they should be this way, as it would match the windows on the lower levels.

Vice Chair Shoemaker said she did not like the sliding window.. The window was currently operable, but it opened into the space which was awkward which is why the proposal was to change to a slider. The Commission agreed they should just condition it to not be a slider and then allow the applicant to determine what kind of window to place there instead.

There was a discussion about adding a condition to make sure the blacked-out window would have matching siding.

Motion: Upon Commissioner Carlson's motion and Commissioner Castner's second, the Planning Commission unanimously approved the Historic Resource Review with the added conditions as discussed with staff. [AYES: Commissioner Carlson, Commissioner Sisco, Commissioner Castner, Commissioner Jacobson; NAYS: None]

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

C. **6:30 p.m. Variance (x2) at 475 N 12th; Lots 22 and 23, block 5 Railroad Addition to St. Helens, which abut N 13th Street – 1771 Columbia Blvd, LLC**

Vice Chair Shoemaker opened the Public Hearing at 7:01 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

City Planner Jacob Graichen presented the staff report dated March 4, 2024. He shared where the property was located, and that the property was neighboring Light Industrial and residential zones. When the applicant purchased the property, he demolished the single-family dwelling that was on the site. The applicant decided to move forward with the site as residential,, since there were strong opinions from neighbors about not adding any industrial development there. This is why the applicant rezoned the property to be residential.

Graichen said a duplex would normally be an outright permitted use on this property with the zone change, but the applicant proposes to put a duplex on each lot with a zero-foot yard on the shared property line making the two duplexes attached. This is why this proposal is before the Commission.

Graichen mentioned if this Variance was granted it would only apply to the specific plan the applicant had proposed (recommended condition of approval). He said the sum of their minimum side yards together (5' x 4 side yards or 20 feet total)_under normal standards versus the proposal (7' x 2 side yards or 14 feet total) would be a difference of only about six-feet. He said this would allow for a specific type of housing option as well, as the applicant would be able to move forward with single level living. This is generally better for the aging population.

Commissioner Ginny Carlson asked why this proposal was not considered a four-plex and a multi-family complex. Graichen said the code considers multi-family to be three or more units on a lot and in this proposal, it was only two units on each lot. He also said if this was considered a four-plex there would be a much greater array of standards that would apply to it. Allowing the duplex keeps the standards simple.

Weigandt, Wayne. Applicant. Weigandt is the owner of the property. He mentioned this property used to be zoned Light Industrial and he tried to work on development that would maximize the value of the space. He said after speaking with neighbors, he decided it was best to rezone the lots to residential. He also shared some of the nice architectural features of his proposal and how it would allow all ages of life to move into the space. He felt this proposal offers something different than the allowed row-homes. He said he had met with the City Building Official on how to make sure this design would meet all fire code and building design as well. He said each unit would be about 750-square feet and would not have any steps which allows for age in place living.

There was a small discussion on the access areas and exterior walkways.

In Favor

No one spoke in favor of the application.

In Neutral

No one spoke as neutral of the application.

In Opposition

No one spoke in opposition to the application.

Rebuttal

No rebuttal was given.

End of Oral Testimony

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

Close of Public Hearing & Record**Deliberations**

Commissioner Carlson said she thought this was a four-plex and said the design and application for a Variance was just a way to get around the rules for multi-family. She said they needed to follow the rules for a Variance and make sure the Commission was enforcing the rules they already had to prevent these types of developments. Graichen said if this was considered a four-plex different code would apply and a Conditional Use Permit would need to be applied for to allow that type of housing type in the zone.

Vice Chair Shoemaker said if this was considered a four-plex it also changes who can own that property. She said with a duplex there could be someone who purchased the property and could live on one side of the home and rent out the space on the other side. She said it also put in density where density belongs and that there was not enough single-level living in the city. Commissioner Sisco mentioned she thought the design fit the area. She liked the idea, but wanted to be sure once the Variance was granted this is the way it would be built. Dimsho mentioned this was specific to this type of build (a recommended condition of approval). She also said there was a time limit to the Variance as well, so the applicant would be required to act, or the Variance would expire. Graichen also mentioned there were conditions in the report that would also make clear it was specifically for this proposal and developed as the presented design.

Commissioner Charles Castner said he said he thought the Variance request met most of the criteria for approval except he did not think it met the criteria of a unique circumstance. He said the lots were purchased knowing there would be these difficulties. He said this is a self-imposed issue.

There was a discussion about adding two-hour separation in each unit. Dimsho said this was not a condition that could be mandated. They would have to change the type of development being added here.

There was a discussion about changing the design to attached single family dwellings versus two duplexes.

Motion: Upon Commissioner Sisco's motion and Commissioner Jacobson's second, the Planning Commission approved the two Variances with conditions as recommended by staff. [AYES: Commissioner Sisco, Commissioner Carlson, Commissioner Jacobson; NAYS: Commissioner Castner]

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

D. 7:00 p.m. Appeal of PT.1.24 & LLA.1.24 at 80 S 21st Street – Tinney

Vice Chair Shoemaker opened the Public Hearing at 7:38 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

City Planner Graichen shared some feedback from an arborist that was given by the Applicant. He said this property has a house on it, and it was proposed to be divided into four lots. One of those lots will retain the house on it and the other three lots would be developable. He said there would be a shared

paving access. He said staff originally approved the proposal and it was appealed for a tree issue. He said when it was appealed, Columbia River Fire and Rescue and City Engineering had already provided comments that could have warranted the decision be amended, but given the appeal, those comments are now incorporated into the new appeal decision .

Graichen said the development code requires a minimum pavement for access of ten feet. He said the Fire Department, after looking at the proposal, said they would require a twelve-foot wide to mitigate the limited access. Graichen said this was added as an additional condition.

He also said the City Engineering Manager also added conditions for storm requirements.

He shared a photo to show the property and where the tree that was in question was located. He said there was a tree plan required and, in this case, they would be removing only the trees wholly on the property, but the tree subject to this appeal was predominantly on the neighbor's property. However, the root system crosses over to the subject property, as do overhead limbs. So it is on the subject property, only partially.

He mentioned an easement as a potential conditional of approval and that this would be a way of alerting future property owners of the issue (i.e., future tree root protection).

He said the applicant did obtain an Arborist to assess the tree and that was added to the record.

Niemi, Andrew. Applicant. Niemi is the architect for the owner of the subject property. He shared they were not against changing the paved access area to the recommended size by the Fire Department. He also said they work with licensed storm water engineers and would work to meet the criteria asked of them from the City Engineering Department. He said as far as the tree is on the neighbor's property, he felt they were working to try and appease the neighbor and not harm the tree in place. He said they hired an arborist to assess the safety of the tree during development and the will have an arborist present during excavation to make sure the tree was not harmed. He mentioned the applicant wanted to work with the neighbor to meet whatever needs he wanted. He said they were willing to compensate the neighbor for the tree or pay to remove it. He also said they were willing to hire the arborist to make sure the tree was protected during development. He said they were not in favor of an easement. He did not think it was appropriate to have a tree on a neighbor's property to determine how the property could be developed.

Tinney, Daryl. Appellant. Tinney is the owner of the neighboring property that the tree is on. He said he was concerned about the safety of his tree. He said he had roots on his side that were very large in diameter. He said if the roots are cut the stability of the tree will be altered. He said if the roots were cut there could be safety concerns for his house and neighboring houses that it could fall on. He said he did not want the tree removed. He wanted to say he was not against someone building a house, he just did not want to have to worry about the tree falling over because it was compromised.

In Favor

No one spoke in favor of the application.

In Neutral

No one spoke as neutral of the application.

In Opposition

No one spoke in opposition to the application.

Rebuttal

Niemi, Andrew. Applicant. Niemi was called to speak. He said the only reason for the proposal to remove the tree was because the neighbor was concerned about the safety of his property. He said the only way to make sure there was full safety was to completely remove the tree. He said they offered to pay to remove it and compensate him for the tree to see if that was even an option. He said they would like to see the tree stay and they are willing to continue to use the arborist and allow the tree to be safely developed around. They were willing to work with the neighbor to make sure the tree was cleaned up before development as well.

Commissioner Sisco wanted to be sure the arborist helped with the limbing of the tree as well to make sure that did not cause any rot or harm to the tree. Niemi said yes, they would involve the arborist during limbing.

End of Oral Testimony

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

Close of Public Hearing & Record

Deliberations

Commissioner Carlson said she liked that the arborist would be on site to assess the tree during development. She wanted to be sure this was a condition added.

There was a small discussion about the tree and the best way to preserve the tree. The Commission agreed there should be an arborist involved.

Motion: Upon Commissioner Castner's motion and Commissioner Castner's second, the Planning Commission unanimously upheld the original decision with the added conditions to have an arborist present during development for the protection of the tree (root impact and limb removal) and conditions addressing the concerns by the CRFR and City Engineering. [AYES: Commissioner Carlson, Commissioner Castner, Commissioner Sisco, Commissioner Jacobson; NAYS: None]

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

DISCUSSION ITEMS

E. Architectural Review at 71 Cowlitz Street (The Klondike Tavern)

Dimsho shared an additional update to the Klondike Tavern building plan. She said the property is subject to Riverfront District guidelines. She said there had been two reviews previously for an addition of the porch patio and a new basement entry. She said this proposal was to change from an ADA lift to an elevator to serve all levels of the hotel and restaurant. She said there would be a huge visual impact on the elevations of the building. She said the new elevator requires bridges to each level to connect the shaft of the elevator to the different levels of the building. She said there would be new windows on each of those bridges.

Holcombe Waller, the owner of the property, came forward to share some of the design changes. He said they received a grant to install the elevator which is why they had changed the design. He said the elevator tower would have to be tall and he wanted to be sure that the tower matched the architectural guidelines of the district. They said they went off the Historic Courthouse and designed the tower to be like the clock tower on the courthouse. Since this building is part of the Special Assessment Program and receiving Mainstreet grant money, the State Historic Preservation Office (SHPO) asked him to remove the clock from the elevator shaft tower and they would approve the elevator as part of their preservation plan for the building. He said they wanted to be similar to the

building, but also have it stand out to bring attention to the whole structure itself. He said the windows would be wood, but not double hung. He also said the roof would be a metal split seam matte black to match the covered patio. He said the top level would have more of a solarium feel. He said there was a shallow slope of the roof and made it too low for code. To meet this requirement, they did a solarium window instead and would be tucked away into the building. He also mentioned they added a fiber cement panel towards the top of the tower to add some architectural interest and detail.

There was a small discussion about the lighting and how the tower will be lit.

Motion: Upon Commissioner Castner's motion and Commissioner Jacobson's second, the Planning Commission unanimously recommended to staff that this proposal meets the Riverfront District Architectural Guidelines. [AYES: Commissioner Carlson, Commissioner Castner, Commissioner Sisco, Commissioner Jacobson; NAYS: None]

F. **Joint Planning Commission / City Council Meeting Discussion Items**

Graichen shared the discussion items on the agenda for the meeting and reminded the Commission to attend.

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

- G. Sign Permit at 2250 Gable Road – Broadleaf Arbor
- H. Temporary Use Permit at 175 Bowling Alley Lane – CCPOD, LLC
- I. Site Design Review (Minor) at 373 S Columbia River Hwy – Weigandt
- J. Sensitive Lands Permit at 373 S Columbia River Hwy – Weigandt
- K. Temporary Sign Permit (Banner) at 2100 Block of Columbia Blvd – Columbia Economic Team – Columbia County SBDC
- L. Sign Permit at 1911 Columbia Blvd – Clark Signs

There was no discussion on the Planning Director Decisions.

PLANNING DEPARTMENT ACTIVITY REPORT

- M. Planning Department Activity Report – February

Graichen shared that they had sent a letter to the O'Reilly's corporate office and the torn-up sign in front of their location. He said he hoped this would encourage them to fix or remove it.

He also discussed some lots in the Ridgecrest subdivision that were finally able to move forward.

Dimsho mentioned there were four bids that came in for the Riverwalk and they are moving forward with the lowest bidder. She said construction should start in May.

PROACTIVE ITEMS

- N. Architectural Standards

There was no discussion on Architectural Standards.

- O. Vacant Storefronts

Vice Chair Shoemaker said the reason they were coordinating with Mainstreet was at the request of the Mayor. She said it had already been a positive experience and there was a lot of research done and seems to be a good relationship that will help this move forward.

FOR YOUR INFORMATION ITEMS

There were no For Your Information Items.

ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 9:16 p.m.

Respectfully submitted,

*Christina Sullivan
Community Development Administrative Assistant*



Librarian I (Youth and Makerspace Librarian)

DEPARTMENT:	Library
DIVISION:	N/A
SUPERVISOR:	Library Director
CLASSIFICATION:	Non-Exempt (overtime eligible)
UNION:	Yes
CONFIDENTIAL:	No

GENERAL PURPOSE

Under direction, performs a variety of professional duties involved in planning, coordinating, and implementing library services and programs; provides complex professional and technical library services to the community; and, performs other related work as necessary.

SUPERVISION RECEIVED

Works under the general supervision of the Library Director.

SUPERVISION EXERCISED

May exercise technical and functional supervision of library technicians, library assistants, library aides, interns, and volunteers, subject to collective bargaining unit language.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, but are not limited to:

- Plans, develops, and evaluates developmentally appropriate programs and services for patrons ages birth to 18 and their families, educators, caregivers, and support workers, including STEAM programs.
- Plans, produces, and evaluates programs and services in the Makerspace for patrons, families, educators, caregivers, and support workers.
- Designs, evaluates, and reports on the Youth Summer Library Challenge.
- Trains staff and volunteers for the Youth Summer Library Challenge.
- Selects, purchases, weeds, evaluates, and otherwise develops the youth collections.
- Advises readers, creates book displays and book lists, and uses other tools in order to connect young people to their next read.
- Instructs young patrons, parents/caregivers, educators, and others in the use of library collections and services.
- Plans and produces age-appropriate events for children, teens, families, and educators, including STEM programs and those that use resources in the library Makerspace.
- Collaborates with members of the community to present classes and programs.
- Maintains Makerspace equipment tracks inventories; purchases supplies under the direction of the Library Director.
- Conducts outreach, with special attention to underserved or marginalized populations, and designs and distributes marketing materials.

- Builds and sustains partnerships with other community organizations.
- Regularly evaluates youth programs and services using both qualitative and quantitative methods and uses the results to evolve library services.
- Analyzes community needs, cultural trends, and emerging library practices to inform library services.
- Actively and continually solicits ideas from the community and other library staff to develop youth services offerings and Makerspace programming.
- Seeks additional funding opportunities and may write grants or cultivate other donations or gifts.
- Pursues professional development opportunities to improve knowledge, skills, and abilities.
- Supports library colleagues in serving young people.
- Represents the library in the local community and the wider library community.
- Contributes to the smooth operation of the library by covering the desk, staffing the Makerspace, shelving, opening/closing, and performing other customer service operations and tasks as required to make the library a welcoming place that meets community needs.
- Maintains cooperative working relationships with City staff, other organizations, and the public.
- Works evenings and weekends as required.
- Contributes to other library-wide projects and initiatives as assigned or required.
- Uses a vehicle to drive to partner locations to engage in library programming.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- a. A master's degree in library science from an American Library Association (ALA) accredited institution.
- b. Previous experience working with young people.
- c. Previous experience working with a makerspace.
- d. Proficiency with Microsoft Office and an integrated library system.

KNOWLEDGE, SKILLS, AND ABILITIES

- a. Knowledge of current library practices, especially as they relate to youth services and makerspaces.
- b. Knowledge of youth literature, media, and culture.
- c. Knowledge of principles of STEM and maker programs for all ages.
- d. Ability to think strategically and see connections and possibilities across the library, City, and community.
- e. Strong communication skills, both verbal and written, including the ability to communicate effectively and remain calm, courteous, and solutions-focused in stressful situations.
- f. Ability to work independently and in a collaborative team environment.
- g. Commitment to public service and community.
- h. Ability to adhere to safety and confidentiality policies.

- i. Ability to exercise sound judgment while upholding high integrity and ethical standards.
- j. Strong organizational skills.
- k. Demonstrated problem-solving skills.
- l. Ability to handle multiple tasks, often with overlapping or time-sensitive deadlines.
- m. Ability to communicate in the English language in person, by phone, and in video calls in one-to-one and group settings.

DESIRABLE CHARACTERISTICS

- a. Enthusiasm for learning new things, a flexible approach, and an orientation to mistakes as opportunities to learn and innovate.
- b. Interest in, and affinity for, young people and knowledge of youth development principles.
- c. Strong attention to detail.

SPECIAL REQUIREMENTS

- Must pass a background check.
- Must have a valid driver's license or the ability to obtain one within thirty (30) days of appointment.
- Must obtain valid CPR/First Aid Card as offered.

DESIRED QUALIFICATIONS

- a. Three or more years of progressively responsible experience in public library youth services.
- b. Three or more years of progressively responsible experience with youth STEM events, makerspace technologies, coding, and/or digital design or creation tools.
- c. Previous experience working in a Makerspace serving all ages.
- d. Previous experience in community education, especially non-formal or self-directed learning.
- e. Spanish language fluency.

TOOLS AND EQUIPMENT USED

- Use of computer or laptop for use in word processing, spreadsheets, desktop publishing, and other related software.
- Typical office equipment such as copier/printer/scanner, telephone, barcode scanner, and comb binder.
- Educational robots, microscopes, 3D pens, button maker, and other STEM/maker equipment for all ages.
- Consumer-grade maker equipment such as a laser cutter, 3D printer, digital cutter, heat press, sewing machine, laminator, breadboards and electronic components, hand tools, and soldering kit.

PHYSICAL DEMANDS

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

While performing the duties of this position, the employee is frequently required to sit, stand, bend, kneel, and stoop. The employee is required to use hands to finger, handle, or operate objects, tools, or controls and reach with hands and arms. Duties involve moving materials weighing up to 20 pounds on a regular basis and infrequently weighing up to 50 pounds. Close vision, color vision, peripheral vision, depth perception, low-light vision, and ability to adjust focus are required. The employee is required to hear and speak.

WORKING CONDITIONS

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

Work is typically performed in an office environment and exposure to video display terminals occurs on a regular basis. The noise level in the work area is typical of most office environments with telephones, office equipment, personal interruptions, and background noises, but may be moderately loud depending on activities.

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 1st day of May, 2024 are the following Council minutes:

2024

- Work Session Minutes dated February 7, 2024
- Joint Planning Commission & City Council Minutes dated March 13, 2024

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, February 07, 2024

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Jessica Chilton (via Zoom)
 Councilor Mark Gundersen
 Councilor Russell Hubbard
 Councilor Brandon Sundeen

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Gloria Butsch, Finance Director
 Suzanne Bishop, Library Director
 Bill Monahan, Contracted City Attorney
 Tina Curry, Contracted Tourism Director

OTHERS

Steve Topaz	Ron Trommlitz
Stephanie Patterson	Nancy Whitney
Richard Mason	Brady Preheim
Colleen Ohler	Brent Keller

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

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

- ◆ Steve Topaz. He spoke of his time serving on City Council. City Council is responsible for everything that happens in the city. In 2021, Council approved adding two police officers but that didn't happen and Council was not informed. Reviewing old notes, he talked about resolutions that were approved and connected to bonds that did not receive approval from Council.
- ◆ Nancy Whitney. She addressed utility fees being added to water bills and asked Council what gives them the right to add and spend those fees. Recently, Portland was sued and had to re-pay fees they collected. She is happy to see a police levy on the ballot. However, she expressed concern over Councilor Gundersen saying he they would add the fee if the levy doesn't pass.
- ◆ Ron Trommlitz. He talked about his concerns regarding the 2MG Water Reservoir and the attorney client privilege over the Walker Report. He wants to know what took WPI so long to repair the leaking. Construction costs are only increasing now with all the delays. He blames the City for the failures and delays.
- ◆ Brady Preheim. He addressed concerns he had with Councilor Hubbard; including thinking he had resigned at a previous meeting, receiving a Main Street grant and attending secret meetings, and

not disclosing attending tourism related meetings. Brady thinks the levy is a bad idea but is glad to see they will vote on it. However, it is corrupt for Councilor Gundersen to say they will add the fee to utility bills if the levy fails. He thinks the levy should have been for more.

Councilor Hubbard announced that he has been physically threatened by Brady Preheim on his radio program and wants the City's attorney to address that.

Mayor Scholl talked about the Main Street program and disagreed with Brady's comments. Mayor Scholl appreciates Councilor Hubbard staying on the Council.

- ◆ Colleen Ohler. Thanked Councilor Sundeen for his words at the last Council meeting. She took it to heart and it changed the way she addresses people. She also apologized to Councilor Hubbard for the way she spoke to him at the last meeting. She thanked everyone for their work on the levy and will work on promoting it.

Mayor Scholl thanked Colleen for her work. A simple mistake about deadlines was made. He is an advocate for moving forward.

DISCUSSION TOPICS

1. Annual Report from City Forester - *Brent Keller of Mason, Bruce, & Girard*

Brent Keller reviewed his report. A copy is included in the archive packet for this meeting.

Mayor Scholl asked about the effects from weather. Brent said they will re-evaluate what was planted this fall.

Brent pointed out an area that is readily available to be harvested. However, he suggested they wait another year for a peak in the market.

Mayor Scholl talked about projects and funding. The harvest price is slightly above the five-year average. Discussion of funds that would benefit from harvesting. City Administrator Walsh explained that these are special revenue funds since they don't cut every year so they can't factor it into debt ratio for projects. Council President Chilton suggested using it to fund projects and use other funds for police. Walsh said he and Finance Director Butsch have discussed that during budget strategy, however, it's not consistent with their financial policies.

Council thanked Brent.

2. Fiscal Year 2023/24 2nd Quarter Financial Report - *Finance Director Gloria Butsch*

Finance Director Gloria Butsch presented her report. A copy is included in the archive packet for this meeting. They were right above the 50% mark at the end of December. They are still working on a budget of how they'll look at the end of the year. Walsh pointed out that it's hard to predict when you're only half-way through the year.

3. Report from City Administrator John Walsh

- Submitted a Business Oregon Grant to update electrical services at St. Helens Industrial Business Park.
- Project Sprint's Letter of Interest has been extended through March 31. They are diligently working on needs.
- Three companies have been in contact about re-starting the paper machines.
- Will be sending a letter of intent for a potential police station site.
- Appeals are due on Friday for the police levy.
- Urban Renewal Agency meeting tonight at 6:00 p.m.
- Met with St. Helens Police Association on Sunday. Their next meeting is March 15. Mayor Scholl pointed out that there were posts on Facebook saying the meeting was to discuss no longer having 24-hour service. Walsh said the meeting was to address the 2025 cost of living adjustment

and call-back for officers who are off, particularly for the drug recognition expert and K9 handler, but also in the case that they don't have 24-hour coverage. The meeting was productive and civil. Mayor Scholl would prefer to hear from Walsh or Chief Greenway rather than read about it online.

- He was recently appointed to the Energy and Environment Policy Committee for League of Oregon Cities (LOC). They are working through issues about electrical service and transmission.
- The State is working through the Regional Significant Industrial Sites program that allows cities to recover costs in industrial properties where they put in infrastructure.
- There will be a Request for Proposals (RFP) for realtor services at the next meeting
- He has been here a long time and loves the community. He thanked the staff for their dedication. They will get through this, complete the Waterfront development, and fill positions.

COUNCIL MEMBER REPORTS

Council President Chilton reported...

- Since joining the Council, she was told that bullying is part of politics. She does not condone it. It's not okay to attack people and should not be allowed to happen. It's bad culture and should not be allowed.
- She is an advocate for transparency. There is a lot of stress, questions, frustrations, and rumors right now. They need to be transparent with no secret meetings and no secret communications. Everyone has good intentions for St. Helens but they need to consider how it's done.

Councilor Sundeen reported...

- He thanked everyone for being involved and engaged.
- He's also disturbed by the lack of civility. It's taken a toll on him. It should be okay to ask questions and meet with people. It's helpful if someone is part of the solution. Communication is key.
- Parks & Trails Commission meeting next week.
 - There is a position vacancy
 - Thanked Dana Lathrope for her work as past Chair
 - Incoming Chair is Lynne Pettit

Councilor Gundersen reported...

- Council members are working together to solve problems. There are things he supports that others might not. It's a way to share ideas and not corruption. He is only one vote. He's had enough of the actions and words people are making towards Council members and Walsh. He will leave if it continues. Council is a team and they should have each other's backs. It's not easy.
- Attended a celebration at the National Guard Armory.
- He will attend the Planning Commission meeting next week. Mayor Scholl reminded him to declare ex-parte contact if hearings come to Council.

Councilor Hubbard reported...

- His focus is on employment and getting people back to work. He recently met with companies from Indonesia and California about their needs and will be meeting with another one soon.
- They are working on the effects the solar plant will have on Columbia River PUD (CRPUD). Mayor Scholl said CRPUD has his full support.

MAYOR SCHOLL REPORTS

- Citizens Day in the Park is June 22. Highway 30 Cruisers will host a car show. Staff normally help with setup, vendors, etc. Sponsors donate most of the cost for food. It's a nice event for citizens but can be smaller this year. He requested approval to spend \$1,000, Council assistance that day, and help recruiting volunteers. He will contact Highway 30 Cruisers and the Alano Club about volunteering.

Councilor Sundeen offered to help with the event and suggested they recruit board and commission members.

Mayor Scholl will work with staff to create a list of volunteer needs.

City Recorder Payne pointed out that their office is very busy right now and appreciates the Council taking more on.

- The Code of Conduct was approved on June 7, 2023. Board and Commission members and contractors need to be held to a higher standard. It does not take away First Amendment rights, it's about integrity, accountability, and respect. Community love, security, and fun needs to be brought back. He is disheartened with what is going on. They will get through this. A lot of cities are going through the same financial struggles. He is not happy with employees, former employees, and board and commission members participating. They can come talk to him civilly.
- He supports the police and jail levies. He suggests they campaign those together. They must find a way to get along.
- Commended Walsh for all his work. He keeps a level head, and cares about and values staff.
- Don't believe everything you read on Facebook. There's been a lot of negativity.
- He is happy to serve with each Council member.

ADJOURN – 3:28 p.m.

EXECUTIVE SESSION - None

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



PLANNING COMMISSION & CITY COUNCIL JOINT MEETING DRAFT MINUTES

Wednesday, March 13, 2024, at 4:00 PM

- Members Present:** Mayor Rick Scholl
 Councilor Russ Hubbard
 Councilor Brandon Sundeen
 Councilor Mark Gundersen
 Vice Chair Jennifer Shoemaker
 Commissioner Ginny Carlson
 Commissioner Charles Castner
 Commissioner Scott Jacobson
 Commissioner Brooke Sisco
- Members Absent:** Council President Jessica Chilton
 Chair Dan Cary
 Commissioner David Rosengard
- Staff Present:** City Administrator John Walsh
 City Planner Jacob Graichen
 Associate Planner Jenny Dimsho
 Community Development Admin Assistant Christina Sullivan

This meeting was held in the Council Chambers.

At 4:00 p.m., Mayor Rick Scholl opened the Joint Planning Commission and City Council Meeting. The purpose, rules, and goals of this meeting were explained. The mayor is the presiding officer, the group must have respect for others' time, and no decisions are to be made at these meetings.

DISCUSSION OF VACANT STOREFRONTS

Mayor Scholl did a small recap on the previous discussion and how the two entities agreed they would like to see a thriving Main Street. He said in the discussion they had invited St. Helens Mainstreet to be a part of the discussion.

Erin Salisbury, the President of St. Helens Mainstreet, started the conversation about different ideas that they had to support the infrastructure in the downtown and Main Street corridor. She asked why they thought it was important to fill these vacant storefronts.

Mayor Scholl said he thought it was important for connectivity.

Vice Chair Jennifer Shoemaker said it was important because the Planning Commission had resolved to become a Proactive Commission and one of the items was to address Vacant Storefronts. She said even though the Commission may have their own agendas, she felt this item was important to the Community. She said she received feedback from the community that this should be addressed and that is what started the discussion.

Councilor Brandon Sundeen said he thought it was important because it gives the vision and appearance of a vibrant and active City.

Commissioner Ginny Carlson said this might help get incentives started to help property owners fill those spaces. She said it might open some partnerships and open affordability to small business owners.

Councilor Russ Hubbard said he would like to see more builders have incentives to restore these buildings. He said there was already a lot of hoops for developers to jump through for building code, so offering an incentive would help offset those expenses.

Commissioner Scott Jacobson said he would like to see an overall business plan for downtown so that there was more fluidity of businesses in the area.

Commissioner Charles Castner said more vibrance and vitality in the business district and a connection between the property owners and the business owners.

Councilor Mark Gunderson said it was important to him to see the unique shops and small businesses in the storefronts.

Commissioner Brooke Sisco said she would like to see them open to show livability and make this an even better place to live.

Salisbury said Mainstreet is a national entity and mentioned there is a need for a vibrant downtown, because it was like the heart of a community. She said it circulates financial and social health throughout the community. She mentioned the Houlton District used to be so lively and she would love to see it restored.

Marci Sanders, Chair of the Economic Vitality Committee, shared some of the first steps to fix the vacant storefronts. She said to have economic vitality in the district, they would need to focus on a comprehensive inventory of the businesses and property owners in the Main Street corridor. She said they had already taken steps to get a list of the businesses and now they are working on the buildings and property owners. She said they would use this database to narrow down the vacant storefronts. She mentioned out of the 158 storefronts there were about 18 that were dormant or vacant in some shape or form. She also shared a study which tried to estimate the lost revenues that vacant storefronts have on a downtown. The impact of vacant storefronts is magnified the more of them a downtown has.

There was a discussion about Mainstreet partnering with the Planning Commission and City Council to either change codes, enforce codes it already has, or finding other tools to educate the public on how to move forward.

There was a discussion on how to form a task force to discuss how to create and provide education and incentives to move forward with assessing the issue of vacant storefronts.

DISCUSSION OF POLICE STATION LOCATION

City Planner Jacob Graichen introduced the architects with Mackenzie Architects that were involved with the design of the Police Station and locations.

City Administrator shared the back story on why these new sites were being considered instead of the Kaster Road location. The City had originally had ten sites, narrowed down by an Adhoc Committee. The City staff and City Council narrowed it down to four new locations as possible places.

Thomas Beckham with Mackenzie Architects was there to share four different sites for the new police station. Beckham said there was a list of criteria they used to narrow down the sites and were prepared to use those again if needed.

Beckham went through each site and shared the different pros and cons as to why they may or may not work for the new police station.

The consensus among all City Council and Planning Commission members was that the location at 18th Street and Columbia Boulevard or the location off Old Portland Road and Port Avenue next to the

Columbia County Sheriff's Office would be better selections than the other two. There was a discussion about retrieving more information on financials that would be involved in helping to narrow down the decision on which one is best.

There was a discussion about the importance of building a new station. All agreed it was an immediate need.

There was a discussion about a meeting with other City Departments, including Engineering and the Police, to determine changes that need to be made to accommodate a new site.

DISCUSSION OF 2024 DEVELOPMENT CODE AMENDMENTS OVERVIEW

Graichen shared some of the Development Code Amendments that were being discussed with the Planning Commission as potential codes that need modernization and how they had cleaned them up.

He went into detail about the Housing Analysis and some of the changes that will be made. He shared about attached housing, three or more units, units above businesses, single room occupancies, and rules for having residential and non-residential on the same level. He said there would be a special notice about clarification on the amendments to make the citizens aware.

DISCUSSION OF ARCHITECTURAL STANDARDS

Vice Chair Shoemaker shared that now there was a full Planning Commission, they could move forward in the direction of focusing on Vacant Storefronts.

There was a discussion on how to form a Mainstreet Revitalization Task Force without having a quorum, to do the background research and come back and share with the full groups. Two Councilors, Councilor Gunderson and Councilor Sundeen, were selected to be on the Task Force. Vice Chair Shoemaker said since there are two Commissioners absent, she would discuss with the Planning Commission which three members would be involved and get back to the group with the members.

OTHER BUSINESS

There was no other business.

There being no further business the meeting was adjourned at 6:31 p.m.

Respectfully submitted,

Christina Sullivan

Community Development Administrative Assistant

Rick Scholl, Mayor

Jennifer Shoemaker, Vice Chair



St. Helens, OR

Expense Approval Register

Item #8.

Packet: APPKT00965 - AP 4.19.24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
STEVEN LESKIN	00262	04/17/2024	COURT ATTORNEY FEES	100-704-52019	200.00
PORTLAND GENERAL ELECTR...	03.12.24-4.10.24 5940	04/17/2024	0153585940	100-709-52003	274.65
OREGON DEPARTMENT OF R...	04.10.24	04/17/2024	LEMLA	100-000-20800	7.40
OREGON DEPARTMENT OF R...	04.10.24	04/17/2024	MISD SURCHARGE	100-000-20800	45.00
OREGON DEPARTMENT OF R...	04.10.24	04/17/2024	STATE DUII CONVICTION FEE	100-000-20800	654.00
OREGON DEPARTMENT OF R...	04.10.24	04/17/2024	STATE COURT FACILITY	100-000-20800	13.00
OREGON DEPARTMENT OF R...	04.10.24	04/17/2024	STATE DUII DIVERSION	100-000-20800	900.00
OREGON DEPARTMENT OF R...	04.10.24	04/17/2024	STATE	100-000-20800	135.00
OREGON DEPARTMENT OF R...	04.10.24	04/17/2024	UNITARY	100-000-20800	37.00
OREGON DEPARTMENT OF R...	04.10.24	04/17/2024	STATE MISD	100-000-20800	525.00
OREGON DEPARTMENT OF R...	04.10.24	04/17/2024	STATE VIOLATION	100-000-20800	935.75
COLUMBIA COUNTY TREASU...	04.10.24	04/17/2024	COUNTY ASSESSMENT	100-000-20900	329.63
COLUMBIA COUNTY TREASU...	04.10.24	04/17/2024	JAIL ASSESSMENT	100-000-20900	94.82
COLUMBIA COUNTY TREASU...	04.10.24	04/17/2024	CITY COURT COSTS DEDUCT...	100-000-36002	-42.45
DAWN RICHARDSON	04.10.24	04/17/2024	MILEAGE REIMBURSEMENT ...	100-707-52001	110.55
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	150 S 13 ST POLICE STATION ...	100-705-52003	493.09
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	150 S 13TH ST- POLICE	100-705-52003	125.28
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	375 S 18TH ST COLUMBIA CE...	100-706-52003	712.15
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	475 S 18TH ST	100-708-52003	77.48
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	264 STRAND ST- COL VIEW P...	100-708-52003	44.40
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	43.77
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	200 N 7TH ST - PARK	100-708-52003	36.67
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	162 MCMICHAEL ST - CAMPB...	100-708-52003	90.19
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	299 N 6TH ST - PARKS	100-708-52003	36.44
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	475 S 18TH ST- MCCORMICK ...	100-708-52003	39.79
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	200 N RIVER ST - GREY CLIFFS...	100-708-52003	94.36
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	265 STRAND ST. - SPLASH PA...	100-708-52003	36.99
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	475 S 18TH ST	100-708-52003	117.40
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	475 S 18 ST METER 10220167	100-708-52003	135.05
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	475 S 18TH ST - MCCORMICK...	100-708-52003	143.59
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	265 STRAND ST. - DOCKS	100-708-52046	332.11
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	264 STRAND ST- PARKS/ GAZ...	100-708-52046	45.73
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	264 STRAND ST- COL VIEW P...	100-708-52046	44.43
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	2625 GABLE RD REC CENTER	100-709-52003	167.21
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	265 STRAND ST- CITY HALL ...	100-715-52003	149.33
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	265 STRAND ST- CITY HALL ...	100-715-52003	473.57
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	275 STRAND ST- CITY HALL U...	100-715-52003	90.55
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	277 STRAND ST- CITY HALL U...	100-715-52003	79.61
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	277 STRAND ST -	100-715-52003	36.75
SUWANNA KADELL	04.11.24	04/17/2024	DISBURSEMENT OF RESTITUT...	100-000-21000	100.00
CITY OF VERNONIA	04.15.24	04/17/2024	CITY-COUNTY MTG DINNER 4...	100-701-52018	36.00
CITY OF VERNONIA	04.15.24	04/17/2024	CITY-COUNTY MTG DINNER 4...	100-703-52018	72.00
CHRISTOPHER T AGEE	04.15.24	04/17/2024	SHPD PAINT GARAGE- SEAL B...	100-705-52023	5,600.00
PITNEY BOWES INC	1025112046	04/17/2024	UPGRADE POSTAGE MACHIN...	100-715-52001	3,181.87
CARDINAL SERVICES INC	1234897	04/17/2024	TEMPORARY EMPLOYMENT-...	100-706-52023	989.19
CARDINAL SERVICES INC	1234897	04/17/2024	TEMPORARY EMPLOYMENT-...	100-708-52023	46.55
CARDINAL SERVICES INC	1234897	04/17/2024	TEMPORARY EMPLOYMENT-...	100-709-52023	139.65
MORE POWER TECHNOLOGY...	16087	04/17/2024	PREMIUM AGREEMENT MO...	100-712-52019	9,459.15
QWEST DBA CENTURYLINK A...	3263X201-S-24015	04/17/2024	5163X201S3	100-712-52010	80.33
QWEST DBA CENTURYLINK A...	3263X204-S-24102	04/17/2024	5163X204S3	100-712-52010	80.33
SHRED-IT C/O STERICYCLE INC	8006439669	04/17/2024	POLICE DEPT SHRED SERVICE	100-705-52019	84.60
SHRED-IT C/O STERICYCLE INC	8006701147	04/17/2024	CITY HALL SHRED SERVICE	100-715-52001	111.43
SHRED-IT C/O STERICYCLE INC	8006749897	04/17/2024	POLICE DEPT SHRED SERVICE	100-705-52019	84.60

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS	8406773770	04/17/2024	PARKS FIRST AID CABINET SE...	100-708-52001	80.02
CINTAS	8406773771	04/17/2024	CITY HALL FIRST AID CABINET...	100-715-52001	93.12
PITNEY BOWES INC	0013203848	04/18/2024	LABOR TO INSTALL/DE-INSTA...	100-715-52001	149.00
RON TROMMLITZ	04.17.24	04/18/2024	REFUND PUBLIC RECORDS R...	100-000-37004	20.00
ORKIN	2577117738	04/18/2024	1810 OLD PORTLAND RD PES...	100-709-52023	192.99
ORKIN	259221468	04/18/2024	265 STRAND PEST SERVICE Cl...	100-715-52023	117.99
ORKIN	259221658	04/18/2024	1810 OLD PORTLAND RD PES...	100-709-52023	104.99
COUNTRY MEDIA INC	690369	04/18/2024	PUBLIC NOTICE	100-710-52011	221.65
STAPLES BUSINESS CREDIT	7000212571	04/18/2024	OFFICE SUPPLES	100-704-52001	178.43
STAPLES BUSINESS CREDIT	7000212571	04/18/2024	OFFICE SUPPLES	100-711-52001	20.00
STAPLES BUSINESS CREDIT	7000212571	04/18/2024	OFFICE SUPPLES	100-715-52001	28.49
EATONS TIRE AND AUTO REP...	83941	04/18/2024	TRANSFER CASE CONTROL ...	100-705-52098	520.28
L.N CURTIS AND SONS	INV782300	04/18/2024	POLICE UNIFORMS	100-705-52002	76.50
L.N CURTIS AND SONS	INV786264	04/18/2024	POLICE UNIFORMS	100-705-52086	17.50
L.N CURTIS AND SONS	INV793249	04/18/2024	POLICE UNIFORMS	100-705-52002	184.00
L.N CURTIS AND SONS	INV796094	04/18/2024	POLICE UNIFORMS	100-705-52002	1,324.00
L.N CURTIS AND SONS	INV799754	04/18/2024	POLICE UNIFORMS	100-705-52002	54.00
L.N CURTIS AND SONS	INV802130	04/18/2024	POLICE UNIFORMS	100-705-52002	59.00
L.N CURTIS AND SONS	INV805692	04/18/2024	POLICE UNIFORMS	100-705-52002	181.74
L.N CURTIS AND SONS	INV806036	04/18/2024	POLICE UNIFORMS	100-705-52002	62.00
L.N CURTIS AND SONS	INV807595	04/18/2024	POLICE UNIFORMS	100-705-52002	61.75
Fund 100 - GENERAL FUND Total:					31,678.44

Fund: 202 - COMMUNITY DEVELOPMENT

PORTLAND GENERAL ELECTR...	03.11.24-04.09.24 0585	04/17/2024	1277060585	202-722-52003	147.65
PORTLAND GENERAL ELECTR...	03.11.24-04.09.24 3302	04/17/2024	8863163302	202-722-52003	22.63
PORTLAND GENERAL ELECTR...	03.11.24-04.09.24 73577010...	04/17/2024	7357701000	202-722-52003	31.50
PORTLAND GENERAL ELECTR...	03.11.24-04.10.24 16509310...	04/17/2024	1650931000	202-722-52003	22.63
JORDAN RAMIS PC ATTORNE...	219069	04/17/2024	PUBLIC WORKS ENGINEERING	202-723-52055	490.00
JORDAN RAMIS PC ATTORNE...	219069	04/17/2024	PUBLIC WORKS ENGINEERING	202-723-53102	3,430.00
COLUMBIA COUNTY	C43-2024	04/17/2024	USE OF COLUMBIA COUNTY ...	202-723-52055	300.00
DEPARTMENT OF ENVIRON...	WQSTM2401846	04/17/2024	S 1ST & STRAND ST ROAD & ...	202-723-53102	1,527.76
RUNERGY USA TRADING LLC	04.18.24	04/18/2024	REFUND ESCROW DEPOSIT L...	202-722-37027	549,000.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					554,972.17

Fund: 203 - COMMUNITY ENHANCEMENT

CARDINAL SERVICES INC	1234897	04/17/2024	TEMPORARY EMPLOYMENT	203-709-50001	2,800.65
CARDINAL SERVICES INC	1234943	04/17/2024	TEMPORARY EMPLOYMENT	203-709-50001	677.44
Fund 203 - COMMUNITY ENHANCEMENT Total:					3,478.09

Fund: 205 - STREETS

PORTLAND GENERAL ELECTR...	03.07.2404.05.24 48544210...	04/17/2024	4854421000	205-000-52003	59.95
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	265 STRAND ST	205-000-52003	3,708.27
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	56.27
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	35320 SYKES RD	205-000-52003	44.17
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	2198 COLUMBIA BLVD - SIG...	205-000-52003	49.17
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	58651 COL HWY GATEWAY A...	205-000-52003	36.93
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	191 N MILTON WAY - SIGNAL	205-000-52003	44.40
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	1800 COLUMBIA BLVD - SIG...	205-000-52003	116.61
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	715 S COLUMBIA RIVER HWY ..	205-000-52003	45.74
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	191 N MILTON WAY- LANDS...	205-000-52003	36.59
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	1370 COLUMBIA BLVD.- FOU...	205-000-52003	48.23
Fund 205 - STREETS Total:					4,246.33

Fund: 601 - WATER

COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	62420 COLUMBIA RIVER HWY..	601-731-52003	268.88
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	2300 STRAND ST - WELL 2	601-731-52003	237.64
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	1680 1 ST -	601-731-52003	1,812.88
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	35261 PITTSBURG RD- PW W...	601-731-52003	38.40
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	END OF KESTREL VIEW DRIVE	601-731-52003	182.22
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	57500 OLD PORTLAND RD - ...	601-731-52003	77.74
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	1215 FOURTH ST - WFF	601-732-52003	4,140.66
PORTLAND ENGINEERING INC	12362	04/17/2024	AB025 HMI UPGRADE	601-731-53302	25,432.20

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JORDAN RAMIS PC ATTORNE...	219069	04/17/2024	PUBLIC WORKS ENGINEERING	601-000-53304	105.00
NORTHSTAR CHEMICAL	278524	04/17/2024	SODIUM HYPOCHLORITE 12....	601-732-52083	9,787.99
ALEXIN ANALYTICAL LABORA...	46010	04/17/2024	TESTING	601-731-52064	2,201.00
LAWRENCE OIL COMPANY	CFSI-20082	04/17/2024	247752 WATER	601-732-52022	164.99
CORE & MAIN	U634715	04/18/2024	MATERIALS	601-731-52001	341.04
Fund 601 - WATER Total:					44,790.64
Fund: 603 - SEWER					
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	240 CLARK ST PUMP STATION	603-735-52003	36.82
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	451 PLYMOTH ST - WWTP L...	603-736-52003	1,593.12
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	451 PLYMOTH ST - WWTP L...	603-737-52003	1,593.10
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	134 N 1ST- PS 2 8873519	603-738-52003	201.32
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	169 S 4TH ST WATER FLOW ...	603-738-52003	43.23
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	318 S 1ST ST- PS #1 8805564	603-738-52003	109.12
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	110 S 4TH ST - PS 3	603-738-52003	47.06
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	35120 MAPLE ST. - PS 11	603-738-52003	105.88
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	58791 58725 COL RIV HWY P...	603-738-52003	46.13
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	58360 OLD PORTLAND RD - P...	603-738-52003	216.65
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	240 MADRONA CT	603-738-52003	167.68
CARDINAL SERVICES INC	1234897	04/17/2024	TEMPORARY EMPLOYMENT-...	603-736-52023	93.10
PEAK ELECTRIC GROUP LLC	28226	04/17/2024	ELECTRICAL WORK WWTP	603-738-53402	3,199.11
Fund 603 - SEWER Total:					7,452.32
Fund: 703 - PW OPERATIONS					
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	650 OREGON ST - LEMONT P...	703-734-52003	243.41
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	984 OREGON ST	703-734-52003	354.82
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	984 OREGON ST - PW SHOP	703-734-52003	150.73
COLUMBIA RIVER PUD	04.11.24 7493	04/17/2024	1230 DEER ISLAND RD - PW	703-734-52003	125.14
CINTAS	8406773769	04/17/2024	FIRST AID CABINET SERVICE	703-734-52019	76.76
LAWRENCE OIL COMPANY	CFSI-20082	04/17/2024	247748 PUBLIC WORKS	703-734-52022	1,318.15
LAWRENCE OIL COMPANY	CFSI-20082	04/17/2024	247750 PUBLIC WORKS	703-734-52022	71.02
Fund 703 - PW OPERATIONS Total:					2,340.03
Grand Total:					648,958.02

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	31,678.44
202 - COMMUNITY DEVELOPMENT	554,972.17
203 - COMMUNITY ENHANCEMENT	3,478.09
205 - STREETS	4,246.33
601 - WATER	44,790.64
603 - SEWER	7,452.32
703 - PW OPERATIONS	2,340.03
Grand Total:	648,958.02

Account Summary

Account Number	Account Name	Expense Amount
100-000-20800	Court - State Assessment	3,252.15
100-000-20900	Court - County Assessm...	424.45
100-000-21000	Court - Restitution	100.00
100-000-36002	Fines - Court	-42.45
100-000-37004	Miscellaneous	20.00
100-701-52018	Professional Developme...	36.00
100-703-52018	Professional Developme...	72.00
100-704-52001	Operating Supplies	178.43
100-704-52019	Professional Services	200.00
100-705-52002	Personnel Uniforms Equ...	2,002.99
100-705-52003	Utilities	618.37
100-705-52019	Professional Services	169.20
100-705-52023	Facility Maintenance	5,600.00
100-705-52086	Tactical	17.50
100-705-52098	Enterprise Fleet Mainte...	520.28
100-706-52003	Utilities	712.15
100-706-52023	Facility Maintenance	989.19
100-707-52001	Operating Supplies	110.55
100-708-52001	Operating Supplies	80.02
100-708-52003	Utilities	896.13
100-708-52023	Facility Maintenance	46.55
100-708-52046	Dock Services	422.27
100-709-52003	Utilities	441.86
100-709-52023	Facility Maintenance	437.63
100-710-52011	Public Information	221.65
100-711-52001	Operating Supplies	20.00
100-712-52010	Telephone	160.66
100-712-52019	Professional Services	9,459.15
100-715-52001	Operating Supplies	3,563.91
100-715-52003	Utilities	829.81
100-715-52023	Facility Maintenance	117.99
202-722-37027	Industrial Business Park	549,000.00
202-722-52003	Utilities	224.41
202-723-52055	Riverwalk Project	790.00
202-723-53102	Downtown Infrastructure	4,957.76
203-709-50001	Wages	3,478.09
205-000-52003	Utilities	4,246.33
601-000-53304	Repair Existing Reservoir	105.00
601-731-52001	Operating Supplies	341.04
601-731-52003	Utilities	2,617.76
601-731-52064	Lab Testing	2,201.00
601-731-53302	ANNUAL MAINT -OPS	25,432.20
601-732-52003	Utilities	4,140.66
601-732-52022	Fuel	164.99
601-732-52083	Chemicals	9,787.99
603-735-52003	Utilities	36.82
603-736-52003	Utilities	1,593.12
603-736-52023	Facility Maintenance	93.10

Account Summary

Account Number	Account Name	Expense Amount
603-737-52003	Utilities	1,593.10
603-738-52003	Utilities	937.07
603-738-53402	ANNUAL MAINT OPS	3,199.11
703-734-52003	Utilities	874.10
703-734-52019	Professional Services	76.76
703-734-52022	Fuel	1,389.17
	Grand Total:	648,958.02

Project Account Summary

Project Account Key	Expense Amount
None	648,958.02
	Grand Total: 648,958.02