



COUNCIL REGULAR SESSION

Wednesday, August 17, 2022 at 7:00 PM

COUNCIL MEMBERS:

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

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)
Website | www.sthelensoregon.gov
Email | kpayne@sthelensoregon.gov
Phone | 503-397-6272
Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

DELIBERATIONS

1. Appeal of Planning Commission's Denial of a 46-Lot Planned Development Subdivision Preliminary Plat located SE of the Intersection of Pittsburg Road and Meadowview Drive (Comstock)

ORDINANCES – *Final Reading*

- 2. Ordinance No. 3286:** An Ordinance to Amend the City of St. Helens Zoning District Map to Add a Planned Development Overlay Zone for Certain Property Located at the Southeast Corner of the Pittsburg Road and Meadowview Drive Intersection

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 3.** Agreement with Pauly Rogers & Co PC for Auditing Services
- 4.** Agreement with Scappoose Bay Watershed Council for Maintenance and Improvement of Natural Areas on City-owned Property
- 5.** Amendment No. 3 to Agreement with Otak, Inc. for S. 1st Street & Strand Streets, Road & Utility Extensions Project
- 6.** Intergovernmental Agreement with the Cities of Oregon City and Gladstone for Judicial Services
- 7.** Agreement with ABC Transcription Services, LLC to Transcribe Council Meeting Minutes

CONSENT AGENDA FOR ACCEPTANCE

- 8.** Library Board Minutes dated July 11, 2022
- 9.** Planning Commission Minutes dated July 12, 2022

CONSENT AGENDA FOR APPROVAL

- 10.** Council Work Session, Executive Session, Public Hearings, and Regular Session Minutes dated July 20, 2022

[11.](#) Cascades Reserve Allocation Annual Adjustment from 79.2% to 83.3%

[12.](#) Amended Public Works Director Job Description

[13.](#) 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/87156788041?pwd=N25WNEUwV3AvQy9qM1pXNENmTUJzZz09>

Meeting ID: 871 5678 8041

Passcode: 963158

Dial: 669-900-9128

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

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

City of St. Helens
ORDINANCE NO. 3286

AN ORDINANCE TO AMEND THE CITY OF ST. HELENS ZONING DISTRICT MAP
 TO ADD A PLANNED DEVELOPMENT OVERLAY ZONE FOR CERTAIN PROPERTY
 LOCATED AT THE SOUTHEAST CORNER OF THE PITTSBURG ROAD AND
 MEADOWVIEW DRIVE INTERSECTION

WHEREAS, applicants have requested to amend the City of St. Helens Zoning District Map for property described in **Exhibit "A"** and depicted as **Exhibit "B"** attached hereto and made part of this reference to add a Planned Development Overlay Zone; and

WHEREAS, the St. Helens Planning Commission did hold a duly noticed public hearing and did conclude to recommend such a change with modifications to the City Council; and

WHEREAS, the City Council did hold a duly noticed public hearing and did find that after due consideration of all the evidence in the record compared to the criteria, that they agreed with the application with the modifications as recommended by the Planning Commission; and

WHEREAS, the Council has considered the findings of compliance with criteria and law applicable to the proposal.

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

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

Section 2. The City of St. Helens Zoning District Map is amended to add a Planned Development Overlay Zone for the property described herein.

Section 3. In support of the aforementioned Zone District Map Amendment, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Exhibit "C"** and made part of this reference.

Section 4. The two parcels that make up the property shall be used together as a Planned Development (not separately or individually) for the Planned Development Overlay Zone to be utilized.

Section 5. The minimum lot size and minimum side yard (setback) of the underlying zoning district (currently Moderate Residential, R7) shall apply and are not subject to the flexibility of SHMC 17.148.080 for any development utilizing this Planned Development Overlay Zone. Standards other than minimum lot size and minimum side yard may still be flexible as per SHMC 17.148.080.

Section 6. 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:	August 3, 2022
Read the second time:	August 17, 2022

APPROVED AND ADOPTED this 17th day of August 2022 by the following vote:

Item #2.

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the E ½, of Section 6, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point at the Southeast corner of the intersection of Pittsburg Road and Meadow View Drive also the **True Point of Beginning**;

Thence, Southerly along the east right-of-way line of Meadow View Drive to the most Northerly point of Parcel 1 of Partition Plat No. 1995-19 (recorded as instrument no. 95-04731);

Thence, South 23°42'46" East a distance of 1,424.96 feet;

Thence, South 88°27'31" East a distance of 335 feet;

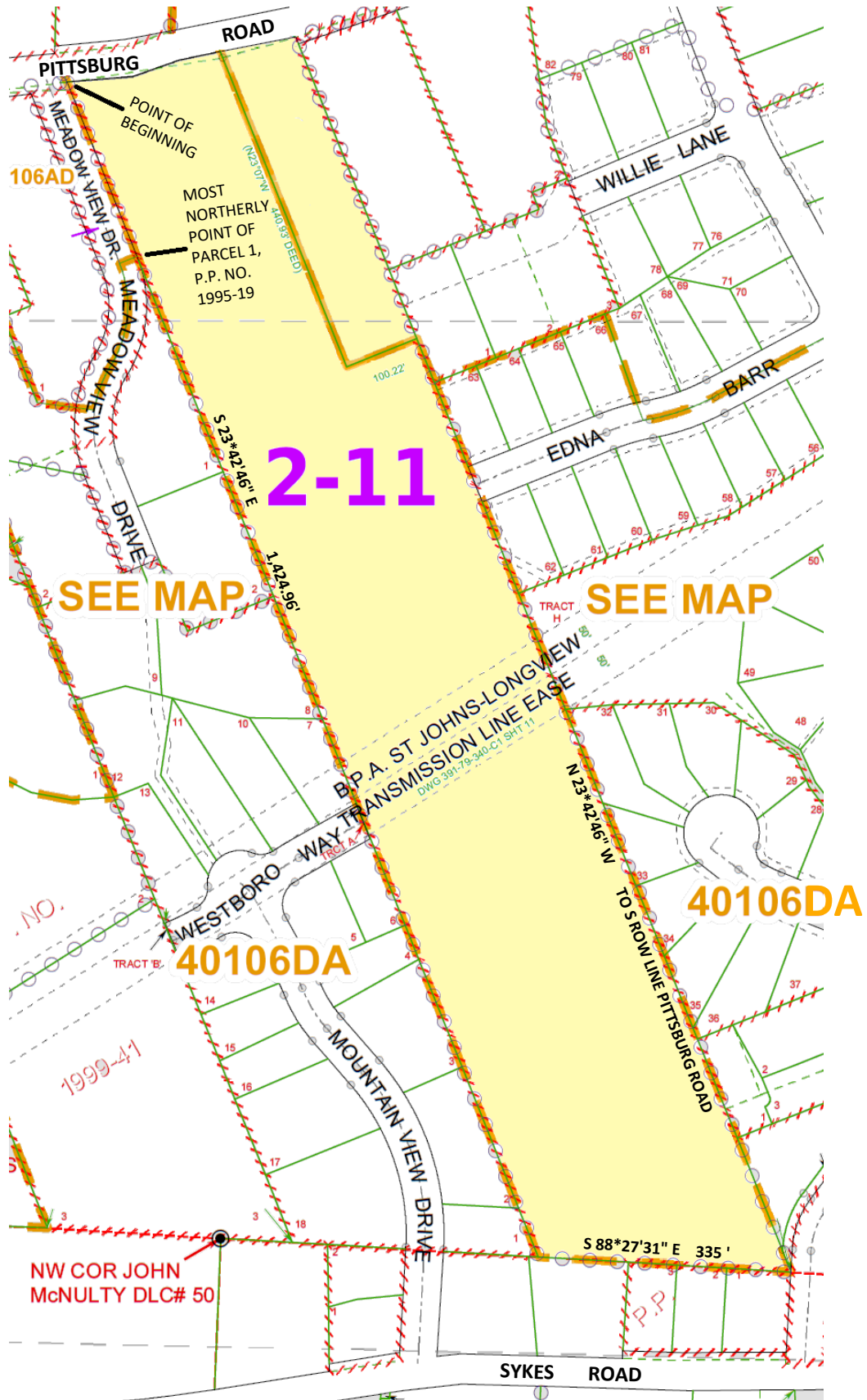
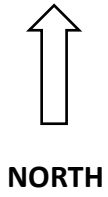
Thence, North 23°42'46" West to the southerly right-of-way line of Pittsburg Road;

Thence, Westerly along said right-of-way line to the **True Point of Beginning**.

ORD. NO. 3286 EXHIBIT B

E. 1/2 SEC.6 T.4N. R.1W. W.M.

COLUMBIA COUNTY



2-11

SEE MAP

SEE MAP

40106DA

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NW COR JOHN McNULTY DLC# 50

**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Planned Developed (overlay zone) PD.2.22**

APPLICANT: Ken Sandblast, Westlake Consultants, Inc.

OWNER: Chieko Comstock

ZONING: Moderate Residential, R7

LOCATION: Southeast of the intersection of Pittsburg Road & Meadowview Drive
4N1W-6D-604 and 4N1W-6AD-2600

PROPOSAL: Planned Development (Zoning Overlay)

SITE INFORMATION / BACKGROUND

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

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

Associated files: Subdivision Preliminary Plat SUB.2.22

PUBLIC HEARING & NOTICE

Public hearing before the Planning Commission for *recommendation to the City Council*: July 12, 2022. Public hearing before the City Council: July 20, 2022.

Notice of this proposal was sent to the Oregon Department of Land Conservation and Development on May 17, 2022 through their PAPA Online Submittal website.

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

Notice was published on June 29, 2022 in The Chronicle newspaper.

APPLICATION COMPLETENESS

This application was originally received on April 11, 2022. Staff identified missing information or other aspects that rendered the application incomplete and notified the applicant of the issue pursuant to SHMC 17.24.050 on April 29, 2022. The applicant provided revised or new

information for this application on May 9, 2022. The application fee payment was received on May 16, 2022, and the application was deemed complete on this day.

The 120-day rule (ORS 227.178) for final action for this land use decision is not applicable per ORS 227.178(7).

AGENCY REFERRALS & COMMENTS

No comments as of the date of this report.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.148.060 – Planned Development Allowed and Disallowed

(1) A planned development shall not be allowed on any lands, with less than a two-acre minimum, shown on the comprehensive plan map as “developing areas”.

(2) A planned development shall not be allowed in residential zones located in areas designated as “established areas” on the comprehensive plan map, except the commission may approve a planned development within an “established area” where the commission finds:

(a) Development of the land in accordance with the provisions of the “established area” would:

- (i) Result in an inefficient use of land;
- (ii) Result in removing significant natural features; or
- (iii) Result in a change of the character of the area surrounding a significant historic feature or building;

(b) The planned development approach is the most feasible method of developing the area; and

(c) The site is of a size and shape that the compatibility provisions of Chapter 17.56 SHMC can be met.

Discussion: If the subject property is considered “developing,” SHMC 17.148.060(1) is the section to review for the planned development (PD) overlay consideration. If the subject property is considered “established,” SHMC 17.148.060(2) is the section to review for the PD overlay consideration.

Finding(s): When annexed via Ordinance No. 3281, the property was determined to be “developing.” Thus, the 2-acre minimum provisions must be considered. The subject property is approximately 12 acres in size. However, it is divided into two separate parcels at approximately 11 acres and 1 acre. In order to utilize the planned development overlay zone for a development proposal, both parcels shall be included in a PD proposal. The purpose of this is to ensure the PD meets the intended size requirement and to prevent leftover (excluded) area that does not meet the size requirement.

SHMC 17.20.120(1) – Standards for Legislative Decision

(1) The recommendation by the commission and the decision by the council shall be based on consideration of the following factors:

- (a) The statewide planning goals and guidelines adopted under ORS Chapter 197, including compliance with the Transportation Planning Rule, as described in SHMC 17.08.060;
- (b) Any federal or state statutes or guidelines found applicable;

(c) The applicable comprehensive plan policies, procedures, appendices and maps;
 (d) The applicable provisions of the implementing ordinances; and
 (e) A proposed change to the St. Helens zoning district map that constitutes a spot zoning is prohibited. A proposed change to the St. Helens comprehensive plan map that facilitates a spot zoning is prohibited.

(2) Consideration may also be given to:

(a) Proof of a change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or implementing ordinance which is the subject of the application.

Discussion: A number of parcels of land are involved, and thus by definition (Chapter 17.16) the legislative zone change process applies.

Findings:

(a) This criterion requires analysis of the applicable statewide planning goals. The applicable goals in this case are Goal 1, Goal 2, Goal 5, Goal 10, and Goal 12

Statewide Planning Goal 1: Citizen Involvement.

Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations.

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is required too. Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties. The city has met these requirements and notified DLCD of the proposal.

Given the public vetting for the plan, scheduled public hearings, and notice provided, Goal 1 is satisfied

Statewide Planning Goal 2: Land Use Planning.

This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.

The City and State (i.e., DLCD) coordinated with regard to the adoption of this proposal. The city notified DLCD as required by state law prior to the public hearings to consider the proposal.

There are no known federal or regional documents that apply to this proposal. Comprehensive Plan consistency is addressed further below.

Given the inclusion of local, state, regional and federal documents, laws, participation and opportunity for feedback as applicable, Goal 2 is satisfied

Statewide Planning Goal 5: Natural Resources, Scenic & Historic Areas, & Open Spaces

It is the purpose of this goal to protect natural resources and conserve scenic and historic areas and open spaces. This includes riparian corridors, wetlands, wildlife habitat, natural area, and others.

The proposed zoning map overlay would allow for more flexible development standards to accommodate the identified wetland and riparian resources and required upland buffer within the property. Those resources as identified in the city's Comprehensive Plan and Development Code resources are:

- Wetland MC-1 – 75' upland protection zone
- Wetland MC-2 – 50' upland protection zone
- R-MC-18 not significant riparian corridor – no upland protection zone

The property owner has obtained an approved wetland delineation from the Oregon Division of State Lands to affirm the actual boundaries of the resources—WD # 2021-0642—as of March 3, 2022.

Given the flexibility of the PD overlay, that will offer protection of the identified and inventoried wetland resource, while still allowing use of the land, Goal 5 is met.

Statewide Planning Goal 10: Housing

Goal 10 requires buildable lands for residential use shall be inventoried and plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density.

This Goal has a couple components: 1) inventorying of land for housing need, and 2) demographic broad spectrum housing availability in both quantity and variety of type.

Inventorying

St. Helens completed and adopted a Housing Needs Analysis (HNA) and Buildable Lands Inventory (BLI) in 2019 (Ordinance No. 3244). The results of the housing needs analysis indicates that the current St. Helens Urban Growth Boundary is sufficient to accommodate future housing needs, with a small deficiency of high-density land for multi-family development.

Per the HNA, Commercial/Mixed Use land can make up for the high-density land deficiency. Even though there are no guarantees Commercial/Mixed Use lands will be used for residential purposes, the following residential developments on commercial/mixed use lands since the inventorying effort of the HNA creation process are noteworthy:

- St. Helens Place Apartments at 700 Matzen Street. Originally approved by Conditional Use Permit CUP.2.18 in 2018, this 204-unit multi-dwelling project was completed late 2020.

Zone: General Commercial. Total acres used: 7.72 out of 7.72 ac.

- Broadleaf Arbor: A Gathering Place being developed by the Northwest Oregon Housing Authority (NOHA) and Community Development Partners at 2250 Gable Road. Originally approved by Conditional Use Permit CUP.3.19, this 239-unit multi-dwelling project is currently under construction. The site has wetlands that will be preserved so only a portion of the property will be developed.

Zone: General Commercial, GC. Total acres used: approx. 13.7 ac. out of 16.7 ac.

Based on these two projects alone, the high-density deficiency is resolved, or at least will be assuming the completion of Broadleaf Arbor: A Gathering Place.

Demographic broad spectrum housing availability in both quantity and variety of type

The subject property would not be efficiently developed as a subdivision without the Planned Development overlay zone because of its substantial make up of wetlands. This proposal simply allows a greater potential number of units.

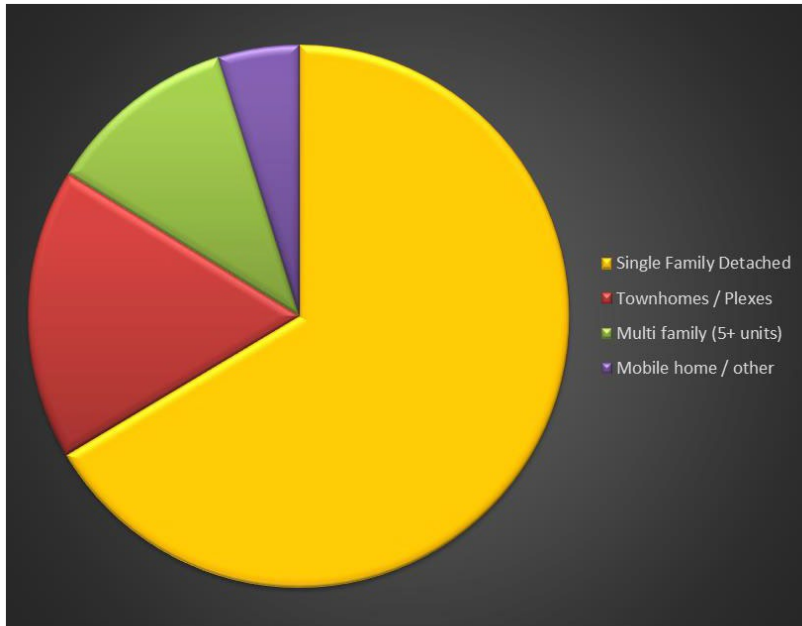
Land Need (net acres)	
Low Density*	240
Medium Density**	40
High Density	24
Manufactured Home Parks	5
Total	309
Buildable Land Inventory (net acres)	
Low Density	532
Medium Density	93
High Density	16
Manufactured Home Parks	45
Commercial/Mixed Use***	19
Total	705
UGB Land Surplus/Deficit (net acres)	
Low Density*	293
Medium Density**	53
High Density	(8)
Manufactured Home Parks	40
Commercial/Mixed Use	19
Total	397
Adequacy of UGB to meet housing need	adequate

Left: This table summarizes the City’s HNA findings. The area clouded in red identifies the surplus of low and medium density lands, and slight deficit of high-density lands. These numbers reflect a projection of residential land needs accommodating a 20-year housing demand forecast (from 2019).

As noted above, the deficit in high density residential is resolved by multidwelling development on commercial lands subsequent to the HNA’s (and BLI’s) adoption in 2019.

* Includes detached units and mobile homes. ** Includes townhomes, plexes and group quarters.

However, type of housing is also a component of this (not just quantity). The R7 zoning allows for detached single-family dwellings, manufactured homes, duplexes and ADUs as outright permitted uses. Though this may continue the dominance of the detached single-family dwelling for the city's housing type mix other less represented housing types are possible.



Left: Existing housing mix 2013-2017, City of St. Helens.

Source: U.S. Census, American Community Survey, 2013-2017.

Statewide Planning Goal 12: Transportation

Goal 12 requires local governments to “provide and encourage a safe, convenient and economic transportation system.” Goal 12 is implemented through DLCD’s Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility.

A traffic impact analysis shall be submitted with a plan amendment or zone change application, **as applicable**, pursuant to Chapter 17.156 SHMC. See Section **(d)** below for a more detailed discussion of the TPR and implementing ordinances

(b) This criterion requires analysis of any applicable federal or state statutes or guidelines in regard to the residential zone change request.

There are no known applicable federal or state statutes or guidelines applicable to this development overlay zone request.

(c) This criterion requires analysis of applicable comprehensive plan policies, procedures, appendices, and maps. The proposal is to add a planned development overlay zone to an existing Moderate Residential (R7) zone to allow more flexibility in development standards. This overlay zone would not change the quantity of available lands for residential development

The applicable Comprehensive Plan goals and policies are:

SHMC 19.080.060 (2) Natural factors and local resources goals and policies

(a) To maintain, and where possible, enhance the air, water, and land resources of the St. Helens area

[...]

(e) To preserve open spaces within and between urban living areas

(f) To encourage the protection of the forest area thin the urban growth boundary

[...]

SHMC 19.12.030 Suburban residential category goals and policies

(1) Goals. To establish conditions which will maintain attractive, convenient, residential living typical of moderate density semi-urban areas.

(2)Policies. It is the policy of the city of St. Helens to:

[...]

(b) Permit a degree of flexibility in residential site design and a mixture of housing, including multi-dwelling units, through the planned development procedures.

(c) Promote the development of homesites at a density and standard consistent with: the level of services that can reasonably be provided and the characteristics of the natural environment

[...]

The Council determined that the flexibility the planned development overlay zone allows is warranted for this in-fill development, provided that the minimum lot size and minimum side yard of the R7 zone be maintained to remain consistent with the development patters (lot size/density and air light and space between buildings) of adjacent and neighboring properties.

In addition to receiving much testimony about neighborhood compatibility, the Commission and Council (and public testimony) also noted testimony from the applicant and prospective developer (Noyes Development) for the recent Annexation of the property and the emphasis on large lots. The Commission and Council observed that despite this emphasis to accept/advocate for the R7 zone as part of the Annexation process, the lot sizes on the proposed preliminary plat (file SUB.2.22) associated with this Planned Developed proposal are predominately less then the R7 minimal lot size (i.e., 7,000 s.f.), many being under or approximately 5,000 square feet and more akin to an R5 zone development.

Due to the protection and required buffer of the identified wetland resource, this proposal aids at preserving open space and protecting natural areas (some forested) within the urban area. The proposed overlay zoning district allows flexibility to accomplish adequate preservation, while still providing development at a density standard consistent with the zoning (given the Council's

findings just described), level of services that can be provided, and the characteristics of the natural environment.

(d) This criterion requires that the proposal not conflict with the applicable provisions of the implementing ordinances.

This Planned Development overlay will help provide economic use of the property whilst also promoting preservation of the significant wetlands on the site and their upland protection zones per Chapter 17.40 SHMC. It will help prevent conflict with Chapter 17.40 SHMC.

(e) This criterion requires that the proposed change is not a spot zone. The definition of “spot zoning” per Chapter 17.16 SHMC:

Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding uses and not for the purpose or effect of furthering the comprehensive plan.

The PD overlay is a zone change action; thus, spot zoning must be analyzed.

The Council determined that the minimum lot size and minimum side yard of the R7 zone be maintained to remain consistent with the development patters (lot size/density and air light and space between buildings) of adjacent and neighboring properties. As such, the flexibility for lot size and side yard as possible per SHMC 17.148.080 cannot be granted:

SHMC 17.148.080 Applicability of base zone provisions.

(1) The provisions of the base zone are applicable as follows:

(a) Lot Dimensional Standards. The minimum lot size, lot depth and lot width standards shall not apply except as related to the density computation under Chapter [17.56](#) SHMC;

(b) Site Coverage. The site coverage provisions of the base zone shall apply;

(c) Building Height. The building height provisions shall not apply except within 100 feet of an “established area”; and

(d) Structure Setback Provisions.

(i) Front yard and rear yard setbacks for structures on the perimeter of the project shall be the same as that required by the base zone unless otherwise provided by Chapter [17.96](#) SHMC;

(ii) The side yard setback provisions shall not apply except that all detached structures shall meet the applicable building code (as administered by the building official) requirements for fire walls; and

(iii) Front yard and rear yard setback requirements in the base zone setback shall not apply to structures on the interior of the project except that:

(A) A minimum front yard setback of 20 feet is required for any garage structure which opens facing a street;

(B) A minimum front yard setback of eight feet is required for any garage opening for an attached single-family dwelling facing a private street as long as the required off-street parking spaces are provided.

(2) All other provisions of the base zone shall apply except as modified by this chapter.

In addition to receiving much testimony about neighborhood compatibility, the Commission and Council (and public testimony) also noted testimony from the applicant and prospective developer (Noyes Development) for the recent Annexation of the property and the emphasis on large lots. The Commission and Council observed that despite this emphasis to accept/advocate

for the R7 zone as part of the Annexation process, the lot sizes on the proposed preliminary plat (file SUB.2.22) associated with this Planned Developed proposal are predominately less than the R7 minimal lot size (i.e., 7,000 s.f.), many being under 5,000 square feet and more akin to an R5 zone development, which has a normal minimum lot size of 5,000 square feet.

Lots sizes proposed are as follows:

Lots at or greater than 7,000 s.f. in size: 10 or 22% of all lots
 Lots between 5,000 and 6,999 s.f. in size: 23 or 50% of all lots
 Lots less than 5,000 s.f. in size: 13 or 28% of all lots

The majority, 78%, of the proposed lots are less than 7,000 square feet. And more than a quarter are less than 5,000 square feet.

This proposal is not a “spot zoning” provided the minimum lot size and minimum side yard of the R7 zone still apply to any development utilizing this Planned Development Overlay Zone (i.e., this PD overlay does not grant flexibility to those standards).

Note that the Planning Commission noted that this would not rule out using Variances for these standards as a *potential* (but not guaranteed) option, which is a separate process. The Council did not discuss this but does uphold the Commission’s recommendations as embodied in this decision.

CONCLUSION & DECISION

Based upon the facts and findings herein, the City Council approves this Planed Development (overlay zone) with the following modifications:

1. In order to utilize the planned development overlay zone for a development proposal, both parcels shall be included in a planned development proposal.
2. The minimum lot size and minimum side yard of the zoning district (currently R7) shall be maintained and are not subject to the flexibility of SHMC 17.148.080 for any development utilizing this planned development overlay zone. Standards other than minimum lot size and minimum side yard may still be flexible as per SHMC 17.148.080.

Rick Scholl, Mayor

Date

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 **Pauly Rogers and Co., P.C.** (“Contractor”).

RECITALS

A. The City is in need of personal services for financial auditing 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 financial auditing services, and Contractor accepts such engagement. The principal contact for Contractor shall be Conor Delaney, email: conord@rascpas.com, phone: 503-620-2632.

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 July 31, 2024**. 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: Pauly Rogers & Co, PC
Attn: _____
12700 SW 72nd Avenue
Tigard, OR 97223
(503) 620-2632

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

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

9. Insurance.

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

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

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

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

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

10. Termination.

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

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

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

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

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

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

10.2 Breach of Agreement

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

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

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

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

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

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

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

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

14. Indemnification.

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

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

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

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

16. Compliance with Law.

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

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

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

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

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

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

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

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

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

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

16.9.1 Either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Mediation/Dispute Resolution

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

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

23. Records, Inspection and Audit by the City.

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

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

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

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

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

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

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

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

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CONTRACTOR:

PAULY ROGERS & CO, PC

Signature: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT A
Scope of Work

Contractor shall conduct an audit of the accounts and fiscal affairs of City for the period beginning July 1 and ending June 30, in accordance with Minimum Standards for Audits and Municipal Corporations and prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statement of City and Component Units, and to determine if the City has complied substantially with appropriate legal provisions.

It is understood and agreed that Pauly Rogers & Co, PC is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. The cost of preparing such financial statements shall be included in the fee for conducting the audit as set for in Attachment C, "Terms of Compensation," which follows.

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C
Terms of Compensation

Audit	\$ 45,000
Financial Statement Prep	4,000
Federal Single Audit (Per Major Program)	<u>4,500</u>
Total	\$ 53,500

Intergovernmental Agreement

This Intergovernmental Agreement (the "Agreement") is made on August 17th, 2022, by and between the Scappoose Bay Watershed Council, of 57420 Old Portland Rd Ste 2, Warren, Oregon 97053 (hereinafter referred to as "SBWC") and City of St Helens, 265 Strand St, St Helens OR 97051 (hereinafter referred to as "COSH") for the purpose of achieving the various aims and objectives relating to the maintenance and improvement of natural areas on City owned property (the "Project").

WHEREAS, both parties are authorized to enter into this Intergovernmental Agreement for cooperative endeavor of City of St Helens Natural Area Maintenance and Improvement (Project).

WHEREAS, COSH and SBWC will participate in the Project as partners striving to achieve an improvement of natural areas in COSH Parks and Natural areas for the benefit of St Helens residents.

WHEREAS SBWC and COSH desire to enter into an agreement in which SBWC and COSH will work together to complete the Project;

AND WHEREAS SBWC and COSH are desirous to enter into an IGA between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

UNDERSTANDING It is mutually agreed upon and understood by and among the Partners of this Agreement that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. This Agreement is not intended to and does not create any right, benefit, or trust responsibility.
- e. This Agreement will be effective upon the signature of both Partners.
- f. Any Partner may terminate its participation in this Agreement by providing written notice to other Partner.

1. DESCRIPTION OF SERVICES. SBWC ("Provider") will provide to COSH ("Recipient") the services described below (collectively, the "Services") to achieve the mutual goal of maintenance and improvement of natural areas on COSH owned property as identified by the Director of Public Works and Coordinator of SBWC.

The Activities and Services for the Project shall include, but not limited to:

Services to be rendered by the SBWC:

- a. Site assessment and 5-year management plan development for McCormick Park and Godfrey Park.
- b. Spray Treatment Program development for city (policy, forms, process)
- c. Treatment training program development for City Staff and volunteers (how to spray, mechanical treatments, timing, etc).

- d. Deliver 8 hours of field training with staff and volunteers.
- e. Organizing four volunteer work days in the parks to complete tasks identified in the management plan.
- f. Identifying partner programs and funding opportunities to complete management plan tasks.

Services to be rendered by COSH include:

- g. Minimum of six meetings between Park Manager, City staff and SBWC staff to provide input on policy, training program, and management plan
- h. Staff availability to attend trainings
- i. Providing access to properties as needed.
- j. Disposal of vegetation and trash as needed.
- k. Lending tools and equipment for volunteer/community projects as needed.

2. COMMUNICATION STRATEGY

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

3. PAYMENT. Total charged costs shall not exceed **_\$3000_**.

COSH agrees to pay SBWC as follows:

SBWC will submit quarterly invoices for services completed to COSH. Payment by COSH is expected within 30 days of receipt of invoice.

COSH shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if COSH fails to pay for the Services when due, SBWC has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

4. TERM. This Agreement will terminate automatically on **June 30, 2023** unless mutually agreed upon in writing by both partners. Agreement may be renewed for additional terms by written agreement by both parties of scope of work and budget for subsequent terms.

5. INDEMNIFICATION. Provider agrees to indemnify and hold Recipient harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Recipient that result from the acts or omissions of Provider and/or Provider's employees, agents, or representatives.

6. WARRANTY. Provider shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees, both in the trial court and on appeal.

11. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

12. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control

of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

12. LIABILITY No liability will arise or be assumed between the Partners as a result of this Agreement.

13. NOTICE Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. GOVERNING LAW This Agreement shall be construed in accordance with the laws of the State of Oregon.

15. ASSIGNMENT Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

16. AMENDMENT This Agreement may be amended or supplemented in writing, if the writing is signed by the party obligated under this Agreement.

17. SEVERABILITY If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

18. PRIOR AGREEMENT SUPERSEDED This Agreement constitutes the entire Agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Agreements, whether written or oral.

Signatories

This Agreement shall be signed on behalf of Scappoose Bay Watershed Council by Dana Pricher, Coordinator, and on behalf of City of St Helens by Mouhamad Zaher. This Agreement shall be effective as of the date first written above.

Scappoose Bay Watershed Council
By Andy Magi, Coordinator

City of St Helens
By Rick Scholl, St. Helens Mayor

Attachement A

Description of Services/ Scope of Work City of St. Helens IGA 22-23 FY

The SBWC will provide the services described below to achieve the mutual goal of maintenance and improvement of natural areas on COSH owned property as identified by the City of St. Helens Parks and Recreation Manager and the Scappoose Bay Watershed Council Restoration Project Manager. .

The Activities and Services for the Project shall include, but not limited to:

- i. Services to be rendered by the SBWC include
 1. Monitoring, surveying and identifying locations of noxious weeds/ invasive plants within the Parks.
 - a. Creating a Map that documents their locations.
 2. Working with the City Park staff and volunteer groups to coordinate management treatments.
 - a. Assisting in Weed Control Treatments
 - b. Networking with Contractors if needed.
 3. Coordinating Volunteer Days with the Friends of Parks Groups and
 4. Training Staff and volunteers for weed identification and field work
 5. Identifying partner programs and funding opportunities to complete management plan tasks.
 6. Coordinating the Blackberry spot-spray for the Friends of Nob Hill Nature Park and the city of St. Helens
 7. Assisting with CIP -Development for the City of St. Helens
 - a. Working with contractors to contain estimates of treatments
 - b. Providing advice and recommendations for priority actions.
- ii. Services to be rendered by COSH include:
 1. Minimum of six meetings between Park Manager, City staff and SBWC to discuss management priorities and strategies.
 2. Staff availability to assist with chemical/mechanical treatments as recommended by the SBWC staff.
 3. Providing access to properties as needed.
 4. Disposal of vegetation and trash as needed.
 5. Lending tools and equipment for volunteer/community projects as needed.
 6. Providing logistical support and assistance for educational training.

Project Name	City of St. Helens IGA Sept 2022-June 2023	Budget			
Item #	Item	Qty	Unit	Unit \$	TOTAL
Godfrey Park and McCormick Park					
Labor	Site Monitoring - EM	22	Hrs	\$31.50	\$693.00
Labor	Volunteer/ Stewardship Coordination-EM	30	Hrs	\$31.50	\$945.00
Labor	Outreach/Communication-EM/AM	6	HR	\$31.50	\$189.00
Material	Supplies	1	EA	\$240	\$240.00
Labor	Admin - AM	5	Hr	\$41.50	\$207.50
				Subtotal	\$2,274.50
CIP Assistance					
Labor	Schedule Site Visits with Contractors for Estimates	4	Hr	\$31.50	\$126.00
Labor	Admin -AM	3	Hr	\$41.50	\$124.50
	Subtotal			Subtotal	\$250.50
Nob Hill Nature Park					
Contract	Contractor Coordination for Blackberry Spray	2	Hr	\$31.50	\$63.00
Labor	Admin -AM	1	Hr	\$41.50	\$41.50
	Subtotal			Subtotal	\$104.50
Education and Training					
Labor	Educational Training for Staff and Volunteers	8	EA	\$31.50	\$252.00
Labor	Admin -AM	4	Hr	\$30.00	\$120.00
	Subtotal			Subtotal	\$372.00
Total					\$3,001.50

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

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

RECITALS

- A. City and Contractor entered into a Personal Service Agreement on March 8, 2021, and said contract, hereinafter “original contract”, is on file at St. Helens City Hall.
- B. The City has determined that additional task for bid documents and bidding assistance in work with the City to answer questions during the bid advertisement process. prepare addenda as needed and assist the City with the evaluation of proposals and final contractor selection.
- C. The Contractor has provided a revised Scope of Work, Work Order No. 3, which has been reviewed and accepted by the City’s Technical Advisory Committee.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Additional compensation for Work Order No. 3 shall be a not to exceed amount of \$55,793.33.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this _____ day of August 2022.

Contractor

City

Millicent Williams Digitally signed by Millicent Williams
DN: cn=, c=US, email=mwilliams@otak.com, o="Otak, Inc.",
ou=48303W Washington Public Sector, cn=Millicent Williams
serial=2022.08.11.13.23254797

Rick Scholl, Mayor
Date: _____

Date: August 11, 2022

Attest:

By: _____
Kathy Payne, City Recorder

City of St. Helens

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

Scope of Work Work Order No. 3

July 20, 2022

Project Understanding

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

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

STRAND STREET is proposed to extend south and west from Columbia View Park to intersect S. 1st Street opposite the Tualatin pedestrian stairway. The extension will begin about 180 feet south of the Cowlitz Street Intersection. In accordance with previous community input, the design of the Strand Street extension should include ample parking and maintain view access to the river, so there is a great opportunity to integrate the streetscape design into the Riverwalk design (wider sidewalks, head-in-parking, connections to Riverwalk trail, overlook/nodes, etc.). Strand Street is targeted to be a festival street with a gateway or special streetscape treatment at the intersection of 1st and Strand to highlight an arrival to the riverfront. *Work Order No. 1 (WO1) will amend the original contract to include a subset of plans that incorporates the design of the Strand Street reconstruction between Cowlitz and the Courthouse as well as the extension of Cowlitz east of Strand to a turnaround/dropoff terminus.*

INTERSECTION IMPROVEMENTS at the existing Cowlitz/S. 1st and Cowlitz/Strand intersections will be completed in accordance with previous design approach/parameters of the S. 1st/St. Helens intersection (design completed by others). The streetscape design elements incorporated into the S. 1st and Strand project will be added to the existing S. 1st/St Helens intersection design (by others) to maintain consistency within the River District. The S. 1st and Strand Street intersection will be designed as a new intersection with consistent design and streetscape elements to the existing intersections. *As amended with WO1, S. 1st/Street A, Strand/Street A intersections have been added and will be completed in accordance with previous design approach/parameters of S. 1st/St. Helens. As amended with WO2, S. 1st Street/Cowlitz Street is being modified to be a concrete intersection. Furnishings at 1st Street/Tualatin Street are being revised per 90% comments.*

NEW UTILITY EXTENSIONS and the relocation of the existing sanitary sewer lift station on the Veneer Property will support new development and improve the existing City systems (looping of water, alleviating sewer capacity issues). Utility infrastructure and stormwater management should be designed in accordance with City Master Plan documents and provide coordinated stubs and services (including franchise utilities) to future development parcels, providing flexibility for different configurations and development patterns for the area. Stormwater management will include the exploration of low impact development options. A challenge for drainage will be maintaining adequate depth and conveyance to utilize the existing stormwater outfalls to the Columbia River. *As amended with WO2, pump station site is being revised to include a custom building that will house the generator and allow for removal of the security fence. Continuation of waterline extension along Strand Street has been added to this project.*

Design Team: Roles and Responsibilities

Firm/Lead	Responsibilities
Otak, Inc. / Mike Peebles, PE; Keith Buisman, PE; Rose Horton, PE; Li Alligood, AICP; Jon Yamashita, PLS; Sue Tsoi, PLS	Project Management, Civil/Roadway Design and Utility Coordination, Stormwater Management, Survey, Urban Planning and Design, Development Planning, Cost Estimating, Construction Management
Mayer-Reed / Jeramie Shane, Shannon Simms	Landscape Architecture, Urban Design, Wayfinding
GeoDesign, Inc. / Krey Younger, Colby Hunt, Shawn Dimke	Geotechnical Engineering and Environmental Consulting
Leeway Engineering Solutions / Robert Lee Grayling / Kyle Thompson	Sanitary / Water Design, Lift Station Relocation
DKS Associates / Steve Boice, Kevin Chewuk	Traffic Engineering, Street & Pedestrian Illumination, Signing / Striping, Multimodal Safety Design

Task 5 –Road and Utility Extension: Final Design (90% and Final PS&E)

The purpose of this task is to advance the preliminary design into 90% and final design documents that can go to bid advertisement. Street plans will incorporate a final design level of detail for streetscape, stormwater collection and management, utility information, street cross sections, illumination and signing/striping plans, street landscape and ADA grading. Included with this work effort will be the proposed lift station design documents. This task is amended with WO1 to incorporate the Strand Street reconstruction between Cowlitz and the Courthouse, the extension of Cowlitz east of Strand to a turnaround/dropoff terminus, and the new construction of Street A.

Task: 5.1 90% and Final PS&E

Civil Roadway and Utility Coordination (Otak)

- Refine roadway alignment and grade and stormwater management based on the 30% review comments.
- Refine design for the *five* intersection improvements (S. 1st/Cowlitz, Cowlitz/Strand, S. 1st/Strand, S. 1st/Street A, Strand/Street A) and existing S. 1st Street Improvement south of Cowlitz intersection. *(Amended with WO1 to include two additional intersections.)*
- Provide recommendations to City for changes to previously completed S. 1st/St Helens intersection design to incorporate streetscape elements from S. 1st Street and Strand Street roadway extension project to maintain consistency in the River District.
- Determine sheet layout, title block, and sheet numbering scheme and coordinate with Design team for entire plan set. Obtain City concurrence prior to producing sheets.
- Prepare final typical section plan sheets (3), including typical on-street parking sections.
- Develop roadway and storm conveyance plan and profile sheets (10). *(Amended with WO1 to include three additional plan and profile sheets.)*
- Develop intersection grid details to show surface elevation information for intersections without a pavement standard cross slope. Details are assumed to be needed for existing S. 1st/Cowlitz and

Cowlitz/Strand intersections and at the new S 1st/Strand, *Strand/Street A, and S 1st/Street A intersections (5). (Amended with WO1 to include two additional intersections.)*

- Prepare final sheets for overall plan set and general roadway improvements including a title sheet (1), index sheet (1), general notes (1), existing conditions (3), curb returns/ADA ramps (12), and mid-block crossings (2), standard roadway details (3), storm details (3). *(Amended with WO1 to include four additional sheets for curb returns/ADA ramps.)*
- Prepare final sheets for stormwater improvements including plan/profile to outfall (2), standard storm details (3), stormwater treatment/LIDA details (2).
- Prepare Erosion and Sediment Control Plans for limits of project in accordance with DEQ 1200-C permit requirements. Assumes: Cover sheet (1), ESC Plans for three stages of construction (clearing/demo, grading, street/utility) (9), and ESC Details (3).
- Prepare final survey monumentation sheets (2).
- Coordinate with franchise utility providers (power, gas, telephone, fiber, communications) to incorporate design into roadway plans. Show proposed vaults and conduit runs as reference on roadway plan set, but franchise utility providers to provide their final design on separate documents.
 - Prepare final sheet(s) of composite utility plan showing where all utilities will be shown at a scale no smaller than 1"=60' without notes, profiles, etc.
- Prepare the special provisions of the project specifications related to roadway and storm drain improvements at 90% and Final PS&E submittal.
- Prepare cost estimate at 60% (AACE Class 2 level) for roadway and storm drainage improvements. *(Amended with WO1 to include additional cost estimate.)*
- Prepare cost estimate at 90% and Final PS&E (AACE Class 2 level) for roadway and storm drainage improvements.
- Prepare bid schedule for roadway and storm drainage improvements at 90% and Final PS&E.
- Assemble final special revisions, cost estimate, and bid schedule for entire project at 90% and Final PS&E from submitted documents from design team members. The professional of record will seal the applicable section of the special provisions for the Final PS&E submittal.
- Submit 90% PS&E to City for review and comment. Develop a comment log for design team to track revisions/responses in advancing plans to Final PS&E.
- *WO#2 Amendments:*
 - *Prepare for one (1) City Council meeting, including:*
 - *Prepare up to six (6) illustrative graphics of the streetscape components of the project.*

Utility Design (Leeway Engineering)

Sanitary sewer and water utility construction documents will be developed. Subtask activities will include:

- Coordination with Otak regarding cover sheet and other general sheets, traffic control plans, bidding documents, and front-end documents.
- Development of combined water and gravity sanitary sewer plan and profile drawings, including Tualatin Street waterline connection. (8 sheets)
- Development of force main plan and profile drawings. (6 sheets)
- Markups to the project Erosion and Sediment Control drawing(s), as developed by Otak.
- Design of force main connection to WWTP headworks or influent tunnel manhole.
- Development of horizontal utility decommissioning drawings. (1 sheet plus 1 detail sheet)
- Drafting of special provisions related to water and sewer. (6 sections)
- Coordination with Otak and City regarding future extension and connection locations.
- Development of Comment Log.
- Preparation for and participation in a 90% design initiation meeting, 90% design review meeting, and a Final Design handoff meeting.
- Development of utility-specific bid schedule for incorporation into Bid Documents.
- Development of 90% and Final AACE Level 2 cost estimates.
- Review and incorporation of review comments as received from the City, Design Team, and DEQ.
- Quality control reviews.
- *Revise water plan sheets to add connection on Strand Street between Street A and Cowlitz. (Added with WO2.)*
- *Revisions to the sanitary and force main sheets to coordinate with revisions to the pump station plan. (Added with WO2.)*
- *Revise water plan sheets to remove fire hydrants outside of the limits of the base bid. (Added with WO2.)*

Multimodal Transportation / Illumination (DKS)

- Update design elements for illumination, signing, and striping to reflect review comments and changes from the Preliminary design review and bring the design level to 90% and Final PS&E suitable for advertisement and bidding. The following plan sheets will be prepared:
 - Illumination legend (1)
 - Illumination plans (8) (1:40 scale) (*Amended with WO1 to include two additional plans.*)
 - Illumination details (2)
 - Signing/Striping Legend (1)
 - Signing/Striping Plans (8) (1:40 scale) (*Amended with WO1 to include two additional plans.*)
 - Sign installation details (2)
- **WO#3 Amendments:**
 - **Addition of lighting along the bluff trail**
 - **Changes between bollards and light fixtures along the bluff trail resulted in redoing photometric analysis**
 - **Revisions to project phasing resulted to changes to project design components**
 - **Addition of receptacles and associated circuitry**
 - **Change to City owned and maintained lighting system resulted in service cabinets, wiring diagrams, and circuitry**

Landscape Architecture (Mayer-Reed)

- Develop streetscape Plans and Details for:
 - Sidewalk paving patterns and materials
 - Furnishing zone treatments and amenities
 - Street tree layout and species
 - Landscape planting design and irrigation
- Develop Plans and Details for Stormwater planting design.
- Develop Pedestrian Site Plans and Details for Cowlitz Extension. (Amended with WO1.)
 - Coordinate with Civil team on final vehicular circulation concepts.
 - Develop final pedestrian and landscape improvements including:
 - *Pathways and Pedestrian site materials and layout, grading, amenities.*
 - *Landscape planting and irrigation.*
 - Develop Gateway design and details.
 - Coordinate with lighting and other disciplines as needed
- **WO#2 Amendments:**
 - **Prepare for and attend one (1) City Council meeting, including:**
 - *Prepare up to nine (9) illustrative graphics of the streetscape components of the project.*
 - *Attend council meeting prep session with city staff.*
 - *Attend and co-present at the City Council meeting.*
 - **Prepare for and attend two (2) Project Design meetings.**
 - **Design revisions per 90% comments, including:**
 - *Revisions to planting and irrigation design around revised pump station.*
 - *Revisions to paving and furnishings at Tualatin & 1st Street.*
 - *Paving patterns and material layout at Cowlitz & 1st Street intersection.*
 - *Coordinating on lighting fixture selection for Bluff Trail.*
 - *Additional fall protection / guardrail design and detailing required by project grading changes at Columbia View Park.*
- **WO#3 Amendments:**
 - **Finalization of concrete scoring and addition of more layout information to the site plans.**
 - *Added more detailed information and plan enlargements at Tualatin stairway.*
 - *Changed paver and scoring layout at Strand Street and Cowlitz turnaround, added more detail and plan enlargements for guardrail, handrails and stairs.*
 - **Coordination, detailing and specifications for custom traffic arm and stair handrails.**
 - **Irrigation - Addition of irrigation pipe sizing to plans.**
 - **Planting - Added more detailed plant layout in stormwater planters.**
 - **Specifications – significant revisions to:**
 - *Stone veneer site walls: added precast concrete info, relocated section w/in specs*
 - *Seeding & Planting sections, added info for soil testing & imported topsoil*

Deliverables:

- 90% and Final PS&E submittals shall each include:
 - Stamped plan sheets electronic. (Adobe PDF)
 - Bid sheet. (in MS Excel format and PDF)
 - Engineer's construction cost estimates. (In MS Excel format and PDF)
 - Project Special Provisions and technical specifications. (in MS Word format and PDF format)

Task: 5.3 Lift Station Design Documents (Leeway Engineering and Grayling)

Lift station construction documents will be developed to the 90% and Final design levels. Subtask activities will include:

- Development of Comment Log.
- Preparation for and participation in a midpoint 90% design workshop (approximately 60% completion) with City engineering and operations staff to review selection of lift station mechanical equipment, electrical equipment, and the pre-fabricated building,
- Preparation for and participation in a 90% design initiation meeting, a 90% design review meeting, and a Final Design handoff meeting.
- Development of bypass pumping plan.
- Development of lift station-specific bid schedule for incorporation into Bid Documents.
- Development of 90% and Final AACE Level 2 cost estimates.
- Development of 90% and Final technical specifications for mechanical and electrical in CSI format.
- Demolition and bypass plan for the existing lift station (2 sheets).
- Lift station site plan and sections (3 sheets).
- Detail sheets including City standards (up to 3 sheets).
- ~~▫ Structural notes, design, and details for pre-manufactured shelter/enclosure (2 sheets). Otak will provide structural footing design for pre-manufactured building loads to support contractor's building permit application. (Amended with WO2)~~
- Electrical notes and site plan (2 sheets).
- Electrical one-line diagram (1 sheet).
- Electrical design and control plans (3 sheets).
- Electrical details.
- *Attend design coordination meetings with the City and design team to review pump station site plan configurations and control building layout/ dimensions. (Amended with WO2.)*
- *Pump station design revisions to address City requested changes to the site and control building. (Amended with WO2.)*
- *Submittals and meetings to review the pump station design. Deliverables to include 60%, 90% and final Construction Documents and cost opinions. (Amended with WO2.)*
- *Coordinate with the electrical and mechanical design team to incorporate the generator into the control building. (Amended with WO2.)*
- *Coordinate with Otak to modify the control building to incorporate the generator into the building. (Amended with WO2.)*
- *Provide mechanical engineering required for indoor genset, including but not limited to, combustion air intake louver, radiator exhaust duct and louver, generator exhaust pipe system, remote fuel fill, temperature-controlled exhaust system. Deliverables to include 60%, 90% and final Construction Documents and cost opinions. (Amended with WO2.)*
- Quality control reviews.

Pump Station Building Design Architecture/Structural (Otak) (Amended with WO2)

- *Develop Structural and Architectural Plans and Calculations for 300 SF building to house the pump station using the following assumptions:*
 - *Building is assumed to be stick framed with rafter or gangnail truss roof*
 - *Generator and pump equipment / controls will be segregated with an interior partition.*
 - *The building will be freeze-protected, but not fully heated.*
 - *Structures will submit a foundation and framing plan for the 60% submittal*
 - *Structures will submit specifications and plans (foundation plan, framing plan, details) for 90% and 100% submittals*

- *Specifications will be in CSI format*
- *No field visits*
- *Weekly meetings with the client. Structures engineer to attend half of scheduled meetings, assume one structures engineer attending four (4) meetings, one (1) hour each.*
- *Structures engineer will provide materials to client for submitting for permit using the following assumptions*
 - *Time required to respond to support application for building permit (compiling submittal, responding to comments, etc.) is assumed to be four (4) hours. Permit will use 100% drawings and calculations for the application.*

Assumptions:

- Any existing utilities recommended for rehabilitation or replacement north of Cowlitz or outside the new roadway alignment is not included as part of this Task.
- New water shall be C900 PVC or ductile iron, based on depths and dead/live loads., new sewer shall be ASTM3034 or SDR26 PVC, new force main(s) shall be ductile iron, Class 52.
- A single set of consolidated comments will be provided at each design submittal (90% and Final)
- The electrical engineer will coordinate with power and communication utilities.
- Contract documents will be submitted electronically in PDF format.
- Architectural/structural design for the lift station shelter/enclosure is not required. Assume pre-manufactured shelter/enclosure with design/specifications by manufacturer.
- Assumes stormwater management/treatment to be provided for the new roadway extension only. Improvements at three existing intersections and south end S. 1st Street will utilize the existing storm drain system and not require any new stormwater management/treatment.
- Franchise utility design (power, gas, telephone, fiber, communications) to be completed and documented by utility provider. City to coordinate franchise/service agreements with utility providers.
- *Specifications to be in CSI format. (Amended with WO2.)*

Task 7 – Bid Documents and Bidding Assistance

The purpose of this task to work with the City to answer questions during the bid advertisement process and prepare addenda as needed. At the close of bidding, Otak will help the City evaluate proposals and make a final selection.

Task 7.1: Bid Assistance

Consultant will assist City with advertising project to construction contractors and bid assistance, bid review, and bid award. Tasks will include:

- ***Assist City with posting bidding documents for contractors. (Otak only)***
- ***Assist at pre-bid meeting and site tour (including assistance with agenda and sign-in sheet) and provide meeting notes. (Otak only)***
- ***Assist with bid inquiries and questions. Otak to manage distribution to subconsultants for questions and collect responses to provide to City for distribution to contractors. (All consultants)***
- ***Assist with development of addenda and letters of clarification as needed. (Up to three total addenda/letters of clarification.) Otak to manage with input from consultant team. (All consultants)***
- ***Attend bid opening. (Otak only)***
- ***Perform review of contractor bids. (All consultants)***
- ***Prepare bid tabulation and provide recommendation to award and assist City with award of contract. (Otak only)***
- ***Provide the City with four copies of the Conformed Plans and Specifications to include any changes to plans and specifications as a result of the written form narrative addenda. Otak will collect revised plans from consultants and slip in to plan set.***

Deliverables:

- ***Responses to bid inquiries and questions.***
- ***Attendance at pre-bid meeting and site tour with meeting notes to City.***
- ***Development of up to three addenda and letters of clarification.***
- ***Bid tabulation and review/recommendation of contractor bids with City.***
- ***Four copies of conformed plans and specs.***



S. 1st and Strand Streets - Roadway and Utility Extensions
 Fee Estimate - WO#3
 Summary of Otak, Inc. and all Subconsultants
 Otak Project # 019823.000

Task	Description	Otak, Inc.	Mayer/Reed	NV5	Leeway Engineering	DKS Associates	Graying Engineers	Total Hours	Total Budget by Task
5	Road and Utility Extensions: Final Design (90% and Final PS&E)	0	170	0	-32	90	0	228	\$29,032.50
5.1	90% and Final PS&E	0	170	0	-32	90	0	228	\$29,032.50
5.2	Stormwater Management Design and Report	0	0	0	0	0	0	0	\$0.00
5.3	Lift Station Design Documents	0	0	0	0	0	0	0	\$0.00
6	Permitting Coordination/Support	0	0	0	0	0	0	0	\$0.00
6.1	Utility Design - DEQ (Lift Station)	0	0	0	0	0	0	0	\$0.00
6.2	1200-C Erosion and Sediment Control	0	0	0	0	0	0	0	\$0.00
6.3	Grading Permit (Columbia County)	0	0	0	0	0	0	0	\$0.00
6.4	Building Permit (Lift Station, Gateway)	0	0	0	0	0	0	0	\$0.00
7	Bid Documents and Bidding Assistance	74	33	14	32	34	36	223	\$37,721.00
7.1	Bidding Assistance	74	33	14	32	34	36	223	\$37,721.00
8	Construction Management Services - RESERVED - TBD	0	0	0	0	0	0	0	\$0.00
8.1	Construction Management / Administration	0	0	0	0	0	0	0	\$0.00
8.2	Pre-construction and Site Meetings	0	0	0	0	0	0	0	\$0.00
8.3	Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals)	0	0	0	0	0	0	0	\$0.00
8.4	Construction Inspection	0	0	0	0	0	0	0	\$0.00
8.5	As-built Survey and Drawings	0	0	0	0	0	0	0	\$0.00
8.6	Project Close-out	0	0	0	0	0	0	0	\$0.00
	Total Hours	74	203	14	0	124	36	451	
	Total Labor Cost	\$12,366.00	\$25,387.50	\$3,136.00	\$0.00	\$20,460.00	\$5,404.00		\$66,753.50
	Direct Expenses	\$1,200.00	\$0.00	(\$18,000.00)	\$0.00	\$0.00	\$3,829.00		(\$12,971.00)
	Subconsultant Administration	\$2,010.83							\$2,010.83
	Project Total	\$15,576.83	\$25,387.50	(\$14,864.00)	\$0.00	\$20,460.00	\$9,233.00		\$55,793.33

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

Fee Estimate - WO#3

Otak, Inc.

Otak Project # 019823.000

Task	Description	Civil Engineer IX	Construction Doc Spec III	Project Coordinator I	Total Hours	Total Budget by Task
7	Bid Documents and Bidding Assistance	38	32	4	74	\$12,366.00
7.1	Bidding Assistance	38	32	4	74	\$12,366.00
8	Construction Management Services - RESERVED - TBD	0	0	0	0	\$0.00
8.1	Construction Management / Administration				0	\$0.00
8.2	Pre-construction and Site Meetings				0	\$0.00
8.3	Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals)				0	\$0.00
8.4	Construction Inspection				0	\$0.00
8.5	As-built Survey and Drawings				0	\$0.00
8.6	Project Close-out				0	\$0.00
		38	32	4	74	
	Current Billing Rate	\$201.00	\$134.00	\$110.00		\$12,366.00
	Annualized Billing Rate	\$201.00	\$134.00	\$110.00		\$1,200.00
	Total Labor Cost	\$7,638.00	\$4,288.00	\$440.00		\$2,010.83
	Direct Expenses					
	Subconsultant Administration					
	Project Total					\$15,576.83

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

Fee Estimate - WO#3

DKS Associates

Otak Project # 019823.000

Task	Description	Principal (Grade 43)	QAQC Engineer (Grade 37)	Project Manager (Grade 34)	Project Engineer (Grade 24)	Engineering Assistant (Grade 18)	Cadd Technician (Grade 12)	Admin (Tech V)	Total Hours	Total Budget by Task
5	Road and Utility Extensions: Final Design (90% and Final PS&E)	0	4	14	28	28	16	0	90	\$14,460.00
5.1	90% and Final PS&E		4	14	28	28	16		90	\$14,460.00
									0	\$0.00
7	Bid Documents and Bidding Assistance	0	0	14	8	8	4	0	34	\$6,000.00
7.1	Bidding Assistance			14	8	8	4		34	\$6,000.00
									0	\$0.00
8	Construction Management Services - RESERVED - TBD	0	0	0	0	0	0	0	0	\$0.00
8.1	Construction Management / Administration								0	\$0.00
8.2	Pre-construction and Site Meetings								0	\$0.00
8.3	Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals)								0	\$0.00
8.4	Construction Inspection								0	\$0.00
8.5	As-built Survey and Drawings								0	\$0.00
8.6	Project Close-out								0	\$0.00
	Total Hours	0	4	28	36	36	20	0	124	
	Billing Rate	\$265.00	\$235.00	\$220.00	\$170.00	\$140.00	\$110.00	\$140.00		
	Total Labor Cost	\$0.00	\$940.00	\$6,160.00	\$6,120.00	\$5,040.00	\$2,200.00	\$0.00		\$20,460.00
	Direct Expenses									\$0.00
	Project Total									\$20,460.00

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

Fee Estimate - WO#3

Mayer/Reed

Otak Project # 019823.000

Task	Description	Principal Landscape	Principal Vis Comm	Project Manager	Landscape Architect	Landscape Designer	Vis Comm Designer	Total Hours	Total Budget by Task
5	Road and Utility Extensions: Final Design (90% and Final PS&E)								
5.1	90% and Final PS&E	10	0	49	22	89	0	170	\$20,452.50
5.2	Stormwater Management Design and Report	10.0		49.0	22.0	89.25		170	\$20,452.50
5.3	Lift Station Design Documents							0	\$0.00
								0	\$0.00
7	Bid Documents and Bidding Assistance								
7.1	Bidding Assistance	1	0	16	8	0	8	33	\$4,935.00
		1	0	16	8	0	8	33	\$4,935.00
								0	\$0.00
8	Construction Management Services - RESERVED - TBD								
8.1	Construction Management / Administration	0	0	0	0	0	0	0	\$0.00
8.2	Pre-construction and Site Meetings							0	\$0.00
8.3	Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals)							0	\$0.00
8.4	Construction Inspection							0	\$0.00
8.5	As-built Survey and Drawings							0	\$0.00
8.6	Project Close-out							0	\$0.00
	Total Hours	11	0	65	30	89	8	203	
	Billing Rate	\$215.00	\$215.00	\$140.00	\$155.00	\$90.00	\$155.00		
	Total Labor Cost	\$2,365.00	\$0.00	\$9,100.00	\$4,650.00	\$8,032.50	\$1,240.00		\$25,387.50
	Direct Expenses								
	Project Total								\$25,387.50

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

Fee Estimate - WO#3

Leeway Engineering

Ofak Project # 019823.000

Task	Description	Principal Engineer	Senior Engineer	Project Engineer	Staff Engineer	Total Hours	Total Budget by Task
5	Road and Utility Extensions: Final Design (90% and Final PS&E)						
5.1	90% and Final PS&E	-8	-12	-12	0	-32	(\$5,880.00)
5.2	Stormwater Management Design and Report	-8	-12	-12		-32	(\$5,880.00)
5.3	Lift Station Design Documents					0	\$0.00
						0	\$0.00
7	Bid Documents and Bidding Assistance						
7.1	Bidding Assistance	8	12	12	0	32	\$5,880.00
		8	12	12		32	\$5,880.00
						0	\$0.00
8	Construction Management Services - RESERVED - TBD						
8.1	Construction Management / Administration	0	0	0	0	0	\$0.00
8.2	Pre-construction and Site Meetings					0	\$0.00
8.3	Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals)					0	\$0.00
8.4	Construction Inspection					0	\$0.00
8.5	As-built Survey and Drawings					0	\$0.00
8.6	Project Close-out					0	\$0.00
	Total Hours	0	0	0	0	0	
	Billing Rate	\$234.00	\$179.00	\$155.00	\$109.00		
	Total Labor Cost	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
	Direct Expenses						\$0.00
	Project Total						\$0.00

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

Fee Estimate - WO#3

Grayling Engineers

Otak Project # 019823.000

Task	Description	Senior Engineer	Design Engineer III	Design Engineer II	Design Engineer I	CAD / GIS	Electrical Engineer	Total Hours	Total Budget by Task
7	Bid Documents and Bidding Assistance	8	12	0	16	0	0	36	\$5,404.00
7.1	Bidding Assistance	8	12		16			36	\$5,404.00
8	Construction Management Services - RESERVED - TBD	0	0	0	0	0	0	0	\$0.00
8.1	Construction Management / Administration							0	\$0.00
8.2	Pre-construction and Site Meetings							0	\$0.00
8.3	Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals)							0	\$0.00
8.4	Construction Inspection							0	\$0.00
8.5	As-built Survey and Drawings							0	\$0.00
8.6	Project Close-out							0	\$0.00
	Total Hours	8	12	0	16	0		36	
	Billing Rate	\$215.00	\$159.00	\$132.00	\$111.00	\$100.00			\$5,404.00
	Total Labor Cost	\$1,720.00	\$1,908.00	\$0.00	\$1,776.00	\$0.00			\$3,829.00
	Direct Expenses								
	Project Total								\$9,233.00

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

Fee Estimate - WO#3

NV5

Otak Project # 019823.000

Task	Description	Principal	Total Hours	Total Budget by Task
7	Bid Documents and Bidding Assistance	14	14	\$3,136.00
7.1	Bidding Assistance	14	14	\$3,136.00
			0	\$0.00
8	Construction Management Services - RESERVED - TBD	0	0	\$0.00
8.1	Construction Management / Administration		0	\$0.00
8.2	Pre-construction and Site Meetings		0	\$0.00
8.3	Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals)		0	\$0.00
8.4	Construction Inspection		0	\$0.00
8.5	As-built Survey and Drawings		0	\$0.00
8.6	Project Close-out		0	\$0.00
	Total Hours	14	14	
	Billing Rate	\$224.00		
	Total Labor Cost	\$3,136.00		
	Direct Expenses		(\$18,000)	
	Project Total			
				\$3,136.00
				(\$18,000.00)
				(\$14,864.00)

**INTERGOVERNMENTAL AGREEMENT
FOR JUDICIAL SERVICES**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) for judicial Services (“Services”) is made and entered into by and between the Cities of Oregon City, Gladstone, and St. Helens (collectively, the “Parties”).

RECITALS

WHEREAS, each of the parties to this IGA operates a municipal court and has need for the services of a judge;

WHEREAS, Amy Lindgren, a qualified attorney who works at Amy Lindgren Law, LLC (“Lindgren”) is qualified to serve as a judge for each of the Parties’ municipal court; and

WHEREAS, by the authority granted in Oregon Revised Statutes (ORS) 190.010 *et seq.*, and applicable local law, local government agencies may enter into cooperative agreements with other units of local government on terms and conditions mutually agreeable to the contracting parties; and

WHEREAS, ORS 221.355 expressly permits cities to enter into intergovernmental agreements for one city to provide judicial services to another city; and

WHEREAS, [insert name of city] agrees to provide judicial services to the other cities that are a party to this IGA.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Term.** The term of this IGA shall be effective as to each city as of the date Lindgren first performed judicial services for the respective city and shall remain in effect indefinitely until terminated as described below.
2. **Termination.** Any Party to this IGA may terminate its participation in this IGA at any time by providing notice in writing to the other Parties and to Lindgren. If one Party terminates its participation in this IGA, it will not affect the rights and obligations of the other Parties to this IGA. To the extent Lindgren no longer serves as municipal judge for any particular Party, this IGA automatically terminates as to that Party. If the Party providing judicial services to the other Parties under this IGA terminates its participation, the remaining Party that has had Lindgren serving as its municipal court judge shall become the Party providing services under this IGA and take on all rights and responsibilities of the terminating Party.
3. **Parties.** The initial parties to this IGA are the cities of Oregon City, Gladstone, and St. Helens. However, any other jurisdiction in the state of Oregon may join this IGA by

providing notice to the current Parties of their intent to join this IGA and by selecting Lindgren as their municipal judge. The Parties, including future participants in this IGA, hereby waive any objection to any new jurisdiction becoming a Party to this IGA. The sole remedy should a Party object to a new jurisdiction participating in this IGA is for the objecting Party to terminate its participation in this IGA, as described in Paragraph 2 above. Lindgren shall, at all times, maintain a comprehensive list of all parties to this IGA.

4. Services. St. Helens agrees to provide judicial services to the other Parties to this IGA on the terms and conditions contained herein. Each Party shall remain entirely responsible for running its own municipal court, including, but not limited to, being responsible for court dockets, notices, jury selection and management, maintaining records and entering into separate agreements with Lindgren, any pro tem judges, and any prosecuting or defense attorneys regarding the services to be provided and compensation for those services to that particular Party. In accordance with ORS 221.355, all fines, costs and forfeited security deposits collected shall be paid to the prosecuting Party. Except as provided below, each Party shall be responsible for defending against any and all claims, actions and demands related to the activities of its respective municipal court. To the extent a claim, action or demand is brought against the Party providing judicial services under this IGA for the acts or omissions of another Party's municipal court, including the acts or omissions of Lindgren, the Party whose municipal court's acts or omissions are in question shall defend and indemnify the Party providing services under this IGA for such claim, action or demand.

5. Relationship and Authority. No representative, agent, employee or contractor of one party shall be deemed to be a representative, agent, employee or contractor of the other party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

6. Other Agreements. This IGA shall have no effect on any other agreements, written or oral, currently in place.

7. Severability. The invalidity or unenforceability of any provision of this IGA shall not affect the validity or enforceability of any other provision of this IGA, which shall remain in full force and effect until ended or terminated.

8. Entire Agreement; Amendments; Waiver; Counterparts. This IGA contains the entire agreement of the Parties on the subjects enumerated herein, and except for other Parties joining the IGA pursuant to Paragraph 3 above, shall not be altered, modified supplemented, or amended in any manner whatsoever without the prior written approval of the Parties. The failure of any Party to enforce any provision of this IGA does not constitute a waiver of it or any other provision. This IGA may be executed in two or more counterparts, which collectively shall represent a single binding agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties by the signatures of their authorized representatives execute this IGA for Services effective as to each city as of the date Lindgren first performed judicial services for the respective city..

CITY OF OREGON CITY

CITY OF GLADSTONE

By: _____
Name: _____
Its: _____
Date: _____

By: TAMMY STEMPER
Name: [Signature]
Its: Mayor
Date: 8/11/22

CITY OF ST. HELENS

By: _____
Name: _____
Its: _____
Date: _____

PROFESSIONAL SERVICES AGREEMENT

INDEPENDENT CONTRACTING FOR TRANSCRIPTION SERVICES

ABC Transcription Services, LLC,

AND

City of St Helens

This AGREEMENT is made and entered into by and between ABC Transcription Services, LLC, (“INDEPENDENT CONTRACTOR” herein) and the City of St Helens a political subdivision of the State of Oregon (“CITY” herein).

ARTICLE 1. PURPOSE OF AGREEMENT

The purpose of this AGREEMENT shall be to set forth responsibilities and to clarify the relationship between the CITY and the INDEPENDENT CONTRACTOR. The INDEPENDENT CONTRACTOR shall supply professional services as herein described. In consideration for said services, the CITY shall pay the INDEPENDENT CONTRACTOR such monies and, in such manner, as herein described.

ARTICLE 2. WHOLE AGREEMENT

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties relevant to the purpose described above and supersedes any and all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject of this AGREEMENT. No modification of this AGREEMENT will be binding on either party except as a written addendum, signed by an authorized agent of each party.

ARTICLE 3. NONDISCRIMINATION

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this AGREEMENT on the grounds of sex, race, color, creed, marital status, age, or national origin. Any violation of this provision shall be considered a material violation of this AGREEMENT and shall be grounds for cancellation, termination, or suspension in whole or in part by the CITY.

ARTICLE 4. DUTIES AND RESPONSIBILITIES
OF THE INDEPENDENT CONTRACTOR

The INDEPENDENT CONTRACTOR shall perform services as described in **Attachment “A”** attached hereto and by this reference made a part hereof. The INDEPENDENT CONTRACTOR shall provide minutes and invoices to the staff person designated by the CITY via email.

ARTICLE 5. STANDARD OF SERVICES AND WARRANTY

The INDEPENDENT CONTRACTOR agrees to perform services with that standard of care, skill, and diligence normally provided by a professional in the performance of similar services. The INDEPENDENT CONTRACTOR warrants that the services, conduct, and performance of any person assigned under this AGREEMENT shall be in accordance with the professional standards and requirements of this AGREEMENT. The INDEPENDENT CONTRACTOR’S warranty and liability shall be limited to correcting any clerical or scrivener’s errors. Once each work product is produced and delivered to the CITY, the CITY shall proofread the work product. Once approved by the CITY, its City Councilors, employees, or agents, the INDEPENDENT CONTRACTOR shall not be liable for any acts or omissions performed under this or other agreements to which the INDEPENDENT CONTRACTOR is a party. The INDEPENDENT CONTRACTOR shall not be held liable for any damages, including consequential or incidental damages for any failures of equipment, errors or omissions. The INDEPENDENT CONTRACTOR’S sole obligation will be to correct any clerical or scrivener’s errors. Once approved, the work product becomes the property of the CITY and its sole responsibility.

ARTICLE 6. INDEPENDENT AGENT

The INDEPENDENT CONTRACTOR shall be an “independent agent.” All persons employed to furnish services hereunder are employees or subcontractors of the INDEPENDENT CONTRACTOR and not of the CITY.

ARTICLE 7. INDEMNIFICATION

Each party agrees to defend, indemnify and hold the other harmless from any and all claims, damages, losses, and expenses, caused by or resulting from the indemnifying party’s negligence, willful misconduct or breach of this agreement. The parties recognize and agree that communication by and between the parties will occur via electronic method, including email. The parties agree to take reasonable precautions to protect electronic media from viruses and other perversions, but recognize and agree that no party shall be liable to the other if a virus or other electronic malady is transmitted from one party to the other.

ARTICLE 8. NON-ASSIGNMENT

No portion of nor any interest in this AGREEMENT may be assigned to a third party without the express and prior written approval of the CITY.

ARTICLE 9. PUBLICITY

The INDEPENDENT CONTRACTOR shall not use in its external advertising, marketing programs, or other promotional efforts any data, pictures, or other representation of the CITY except on prior specific written authorization from the CITY.

ARTICLE 10. FEES AND PAYMENT

The CITY agrees to pay the INDEPENDENT CONTRACTOR for services performed pursuant to this agreement according to the terms and amounts specified in **Attachment "A"** attached hereto and by this reference made a part hereof. Said payment shall cover all costs associated with the performance of services as described in **Attachment "A."** The CITY shall have no liability for taxes, insurance, or other expenses associated with the performance of the INDEPENDENT CONTRACTOR'S duties hereunder.

ARTICLE 11. CHANGES

Any fee increases will require written approval by the CITY. Rates may be increased by an amount not to exceed five percent (5%) annually, effective July 1, 2022.

ARTICLE 12. OWNERSHIP OF WORK PRODUCT

All work products of the INDEPENDENT CONTRACTOR that result from this AGREEMENT are the exclusive property of the CITY.

ARTICLE 13. TERMINATION OF AGREEMENT

This AGREEMENT may be terminated by written mutual agreement of both parties. Termination under this provision may be immediate.

ARTICLE 14. SURVIVAL

The terms, conditions, and representations contained in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

ARTICLE 15. CONTRACT TERM

The services required by this AGREEMENT shall commence on July 1, 2022. and the INDEPENDENT CONTRACTOR shall have no obligation to provide services after June 30, 2023 . In the event that additional work is required, the CITY may undertake a contract renewal process.

The INDEPENDENT CONTRACTOR and the CITY hereby agree to all provisions of this AGREEMENT. /

FOR ABC Transcription Services, LLC.

FOR City of St Helens

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



ABC Transcription Services, LLC.

City of St Helens

2022-2023 Transcription Services Proposal

The following is ABC Transcription’s 2022-2023 bid proposal tailored to the transcription services requested by the City, effective July 1, 2022.

Transcription Services: *(See Additional Considerations Below)*

Proposed base transcription rates based on a meeting to transcript preparation ratio of five hours to one hour (5:1) of meeting time unless otherwise noted.

City Council, Board, Commission, and Committee Meetings: \$49.50
 per labor hr.
Meeting minutes submission in 15-20 business days

Verbatim and Backlogged minutes: *Inquire about rates and deadline*
availability.

Administrative Matters:

Meeting audio must be in mp3 or mp4a format. Additional charges will apply if ABC converts video to audio.

Email ABC Transcription when the meeting audio and materials are loaded in our shared Dropbox folder.

Turnaround time periods begin the day ABC is notified the meeting’s audio has been uploaded. Notifications received after 12 pm (PST) results in the day count starting the next business day. *Thank You!*

Additional Considerations:

Add to base transcription rate:

Poor Audio Quality	\$2
Turnaround Time	
5 business days or less	\$15
6 to 11 business days	\$10

Meeting Length:

Longer than 2.5 hours: \$2	Longer than 3 hours: \$3
Longer than 3.5 hours: \$4	Longer than 4 hours: \$5
Longer than 4.5 hours: \$6	Longer than 5 hours: \$7

Meetings longer than three (3) hours may be subject to extended turnaround times.

Technical Content: \$2

Code rewrites, transportation content, etc. requiring excessive map, Code, or Staff report references or research.

Heavy Accents/Editing/Rewriting: \$4
Areas where more editing, rewording, or rewriting, such as identifying/interpreting pronouns, is necessary for better flow, more concise content, polished grammatical structure, etc.

ABC Transcription Services, LLC

Supplemental Information

- With more than 17 years of experience transcribing public meetings in accordance with public records law, ABC Transcription is well acquainted with the policies and procedures regarding the public record. ABC Transcription also understands the importance of nuances and tone within meetings, as well as maintaining a clear record.
- ABC works hard to ensure speakers sound their best while maintaining accuracy for the record. Our clients trust us to provide accurate, on-time transcripts.
- In a recent performance survey, ABC Transcription received 93% Excellent and 6% Good ratings in the overall quality of its service and meeting transcripts. Performance survey summary can be viewed here: <https://bit.ly/ABCPerformanceSurvey2021>.

Company Profile

Contact: Paula Pinyerd, Owner

Address: 42340 NW Depot St, Banks, OR 97106

Mobile: 503-310-3482

Email: abc4transcription@yahoo.com

Certificate of Insurance: *Available Upon Request*

City of St. Helens
Library Board
Minutes from Monday, July 11, 2022
 St. Helens Public Library via ZOOM

Members Present

Dan Davis, Past Chair
 Rob Dunn, Chair
 Melisa Gaelrun-Maggi
 Jana Mann

Members Absent

Jessica Sturdivant
 Diana Wiener

Councilors in Attendance

N/A

Guests

Lynne Pettit

Staff Present

Suzanne Bishop, Library Director
 Brenda Herren-Kenaga, Reference Librarian
 Dan Dieter, Library Board Secretary



CALL MEETING TO ORDER: The meeting was called to order at 7:19 pm by Chair Dunn.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: No comments.

PREVIOUS MEETING MINUTES: Minutes were reviewed and approved.

LIBRARY DIRECTOR'S REPORT: Director Bishop wanted to thank Reference Librarian Herren-Kenaga for her work as the Interim Director. She stated that the Library staff has been wonderful, and has shown much goodwill and integrity. Reference Librarian Herren-Kenaga stated that she has updated the Library's website with the current Summer Library Challenge (SLC) information. Director Bishop stated that there are currently 308 registered participants, 250 between the ages of 0 to 18 and 58 adults. So far there have been 63,168 reading minutes logged. Participants based on school attended ranges from 13 from the Middle School, 30 from Lewis and Clark Elementary and 32 that are homeschooled. Director Bishop stated that the Columbia Pacific Economic Development District (Col-Pac) is working with Makerspace Tech Hansen to develop an Innovation Hub. This Hub would allow the County to work with individuals who are interested in starting

a business. We are in stage 1 currently, and Makerspace Tech Hansen is currently working on an Innovation Hub logo. The Makerspace will be at the center of the Hub. Director Bishop stated that the job description for the Youth Librarian position has been updated and is currently scheduled to be reviewed by the City, the Local Union, etc., and will be on the agenda for approval by City Council in mid-August. Director Bishop wanted to thank all those who spoke to the City Council on behalf of the Library to encourage the City to keep the Youth Librarian position. Director Bishop stated that Ancestry.com access for the Library would not have been renewed without a donation by a generous patron to help cover the cost. Director Bishop stated that the visitor count for the fiscal year ending June 30, 2022 was 28,569, which would indicate a trend to return to pre-pandemic visit numbers. Number of visits for the year ending 2021 was 11,906, and the number of visits for the year ending June 30, 2020 was 31,306. Director Bishop stated that she will give a report to the City Council on August 8 and will likely contact board members for any feedback for possible inclusion in the report.

BOARD MEMBER INTERVIEW COMMITTEE REPORT: Chair Dunn stated that he and Past Chair Davis met with the two candidates who had submitted applications for board membership. They both agreed that both candidates should be recommended to City Council for approval. The group discussed the process for getting an applicant through the approval process, and which position they would fill, based on the term expiration date. Director Bishop stated that she would contact City Recorder Kathy Payne to confirm the process.

BOARD MEMBER RECRUITMENT: Member Mann and Chair Dunn both stated that they had asked people they knew to apply. There is one remaining vacant position.

VICE CHAIR SELECTION: Chair Dunn stated that since there were two members missing from the meeting, it would be advisable to postpone selection of a Vice Chair until the next meeting.

CITY COUNCILOR'S REPORT: N/A

BOARD MEMBER CONCERNS / COMMENTS / QUESTIONS: Board Secretary Dieter stated that he will be contacting City Recorder Kathy Payne about the possibility of creating a recurring Zoom link for board meetings. This would allow easier scheduling for board members. He will give a report back when more information is available. Member Davis asked about the status of the Strategic Plan. Director Bishop stated that she will contact Governmental Affairs Specialist Rachael Barry about how to continue the process. Member Mann stated that the National Novel Writers Month (NaNoWriMo) organization has updated their safety measures for the pandemic and will allow groups to meet in person this Fall, which will include the use of masks and hand sanitizer. Guest Pettit stated that Aaron Martin is a great candidate.

SUMMARIZE ACTION ITEMS: Vice Chair Dunn noted that the items needing action for the next meeting include recurring Zoom meeting links, strategic planning updates, and Vice Chair selection.

NEXT MEETING: The next regularly scheduled meeting will be Monday, August 8, 2022 at 7:15 p.m. via Zoom.

ADJOURNMENT: Vice Chair Dunn adjourned the meeting at 7:50 pm.

✂

Respectfully submitted by:

Library Board Secretary, Dan Dieter

2021-2022 Library Board Attendance Record

P=Present E=Excused Absence U=Unexcused Absence

Date	Davis	Dunn	Gaelrun-Maggi	Mann	VACANT	VACANT	Sturdivant	Wiener	VACANT
07-11-2022	P	P	P	P	-	-	E	E	-
08-08-2022									
09-12-2022									
10-10-2022									
11-14-2022									
12-12-2022									
01-09-2023									
02-13-2023									
03-13-2023									
04-10-2023									
05-08-2023									
06-12-2023									



PLANNING COMMISSION

Tuesday, July 12, 2022, at 7:00 PM

APPROVED MINUTES

Members Present: Chair Dan Cary
 Vice Chair Russ Hubbard
 Commissioner Sheila Semling
 Commissioner Steve Toschi
 Commissioner Jennifer Pugsley
 Commissioner Russ Low

Members Absent: Commissioner Audrey Webster

Staff Present: City Planner Jacob Graichen
 Associate Planner Jennifer Dimsho
 Community Development Admin Assistant Christina Sullivan
 Councilor Patrick Birkle

Others: Heidi Oliver
 Autumn Oliver
 Brady Preheim
 Alena Erickson
 Vicky Njust
 John Brewington
 Val O'Farrell
 Abigail Dawson
 Cyndi Furseth
 Jeanne Morain
 Shauna Harrison
 Matt & Andrea Snook
 Courtni Maddox
 Matt Harrison

CALL TO ORDER & FLAG SALUTE

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

There were no topics from the floor.

CONSENT AGENDA

A. Planning Commission Minutes Dated June 14, 2022

Motion: Upon Vice Chair Hubbard's motion and Commissioner Semling's second, the Planning Commission unanimously approved the Draft Minutes as amended by dated June 14, 2022. [AYES: Vice Chair Hubbard, Commissioner Semling, Commissioner Toschi, Commissioner Low, Commissioner Pugsley; NAYS: None]

PUBLIC HEARING AGENDA (times are earliest start time)**B. 7:05 p.m. Planned Development at undeveloped property southeast of the intersection of Pittsburg Road & Meadowview Drive - Westlake Consultants**

Chair Cary called the public hearing to order at 7:05 p.m.

City Planner Jacob Graichen presented the staff report dated May 17, 2022. He explained how the Planned Overlay zone creates a blanket zone over the existing zoning map which allows some flexibilities. This overlay was for a 12-acre site that was composed of two lots. He mentioned it was annexed into the city the previous year. He said the overlay zone is supposed to apply to properties that are over two acres. Because one of the lots is under that measurement, one of the stipulations was that both properties were included in the development proposal.

He said the overlay zone will stay with the property, and the applicant does have a proposal that shows the use of this overlay zone in the design. He did mention it was possible that they could decide not to move forward and there could be someone who comes through later and uses the overlay zone. So, this provides a variety of flexibilities to the conventional zoning standards for the developer.

He said there were two significant wetlands on this property. He mentioned the complex on the south side had a 50-foot protection zone buffer and he said there was a more linear wetland in the middle of the site that had a 75-foot wetland protection zone. He said properties that have large wetland protection zones are good candidates for a Planned Development Overlay as it is a good tool for them to achieve a density given these types of encumbrances.

Commissioner Toschi said since this was a simultaneous application for the Planned Overlay and a Subdivision Preliminary Plat, he felt it necessary to consider all the applicant planned to do with the Subdivision Plat to consider what they do with the Overlay Zone. Graichen said the overlay zone is not a decision made by the Commission; it is a recommendation. Commissioner Toschi asked if they did not have an overlay zone, would the second application be possible? Graichen said there was a condition in the second application for a Subdivision that there needed to be an overlay for the proposed application.

Commissioner Toschi expressed concern about the way this application was being presented to the Commission as he felt there was a significant difference in what was presented to the Commission at the time of the annexation. He said he thought they should hear the testimony from the public before there was a decision made on either application. He said the applicant asked to be annexed in with R7 zoning for this property and now appears to be requesting a different proposal.

Chair Cary said the testimony provided for this application needed to be directly related to the proposal. They were to make their decision for this application based on the staff report, the proposal provided, and the testimony that applied to the specific criteria of this application. He did not agree that they should hear all the testimony for both applications before deciding.

Motion: Commissioner Toschi made a motion to consider both applications before deciding on the Planned Overlay Zone. Commissioner Pugsley seconded the motion. There was no call to vote. Motion fails.

Morain, Jeanne. Applicant. Morain presented some history on the property. She mentioned they were asking for the Planned Development Overlay and why they asked for R7 zoning. Six potential buyers of the property were interested in R5 zoning which is a higher density zone level, and they were looking to squeeze in as many properties as they could to make the most money. She said the developer they chose was not looking to fill the property with a ton of houses. They were willing to honor her late father-in-law's requests of doing what was right for the community and keeping the area at a lower density. She said the property meant a lot to her family and they wanted to leave a legacy

of their family that made the local community proud. She mentioned they hired a consultant to give them a report on the best use of the property based on what was needed within the Urban Growth Boundary. She also said they spoke to a lot of the neighbors to get feedback on what they would like to see or what their issues were with the other subdivisions that had been created before the consideration of this application. She also mentioned they had already done the wetland delineation.

Sandblast, Ken. Sandblast is with Westlake Consultants and a representative of the applicant. He said the overlay would not change the zone. It was simply a way in which the land will be developed, and it provides the flexibility to protect the resources on the property. He said the overlay was not changing the underlying zoning or the density of the zones.

Chair Cary asked, with the overlay zone, if all the lots still be R7 sized lots. Sandblast said no, the tradeoff for protecting the community wetlands and resources is that the density is transferred to the developable areas.

Commissioner Toschi asked if Westlake Consultants was involved in the annexation process. Sandblast said no. Commissioner Toschi asked if they read the report from the annexation to determine that the wetlands were not developable. Sandblast said no he did not read the report, but that wetlands are always an area that cannot be impacted. He mentioned there is a very large setback around these wetlands which result in a smaller acreage available to develop. Commissioner Toschi asked if the property was able to be developed without the overlay. Sandblast said yes, but it would result in a more difficult management of the wetlands and less density.

Vorm, Clark. Vorm is with Noyes Development. He is also a representative of the applicant. He said they wanted to build a development that closely matched what was already surrounding the property. He said they hoped to provide parking on streets and not to pack houses in. He said he understands that those who own land around property that is being developed do not like it. He said their company takes pride in speaking with the neighbors to see what could make their development better. He said they want to build a community that the area is proud of. He felt it was important to keep an open dialogue. He said he has spoken multiple times with the staff and was surprised by the opposition they were receiving at this meeting.

Commissioner Pugsley asked if they generally have covenants and restrictions in the neighborhoods that Noyes builds. She also asked about price range. Vorm said yes, covenants and restrictions were typically a requirement. He said for St. Helens the price range was hard, but he felt a fair range was \$500,000 to \$600,000.

Clark said when you have a property that is this size with a large percentage of land that is not buildable, when you look to transfer density, you are not trying to get more lots than should be on there. You are building essentially the same community that you would build if that property was fully developable. He said it changes the zoning a small amount, but not in some egregious way.

In Favor

No one spoke in favor.

Neutral

Brewington, John. Brewington lives at 59483 Meadowview Drive. He said he did not have specific objections to the subdivision. He expressed concern about the proposed use of their street being the only street to funnel all the traffic to Pittsburg Road. He also said he was concerned about the sewer line not being able to handle the capacity of a large number of homes.

Maddox, Courtni. Maddox said her home borders the property of discussion. She said she had concerns about the erosion of the property as they have a large retaining wall. She said that retaining

wall and the large rocks could fall from the digging. She was excited about the proposed jogging trail, but she wanted to be sure that their property values do not fall as a result of the development..

In Opposition

Snook, Matt. Snook lives on Meadowview Drive. He said he felt the development was all about the money. He did not want to have low-income housing built on this property with concern about the crime it may bring.

O'Farrell, Valerie. O'Farrell said she lives off Barr Avenue and currently lives on a shared driveway. She was concerned about the design and how it would affect her street.

Njust, Vicky. Njust lives at 34854 Westboro Way. She expressed concern about the overlay. She said the property could not efficiently be developed without an overlay because of significant mitigated wetlands. She was expecting R7 zoning which would create a smaller density of homes.

Harrison, Shauna. Harrison lives at 206 N Vernonia Road. She said the surrounding lots were mostly 7,000 square feet or more. She said when the applicant presented their application for annexation, she spoke as neutral for the R7 zoning. She said she had concern about how quickly the City was growing and that the proposal was not right for the area.

Dawson, Abigail. Dawson said she owns a home on Mountainview Drive. She said looking at the proposed subdivision map, she saw lots smaller than 7,000 square feet. She was concerned about duplexes being built on these same smaller sized lots. She said smaller lots mean the houses have to be built taller instead of wider. She said building taller houses would take away the rural feel of the neighborhood and was not consistent with the area. She said with the overlay, it allows the developer multiple ways to change their minds on how to develop the property that could drastically change the nature and character of the neighborhood.

Harrison, Matt. Harrison lives at 34875 Sykes Road. He said he would like to see a nice community built in this area. He said he felt the 7,000 square foot lots would be the best for this new development as it seemed to fit the theme of the area.

Shober, James. Shober lives at 59543 Meadowview Drive. He said the lots should stay at 7,000 square foot or larger.

Oliver, Autumn. Oliver has family who lives on Westboro Way. She was concerned about the traffic flow and the safety of the people who already live in the neighborhood. She said the lots should be larger for larger homes so that people can care for their families.

Kirtland, Rhonda. Kirtland lives at 59305 Barr Avenue. She said the City's housing needs were met for the next 20 years. She said the highest density zoning was the closest to deficiency. She said there was no need for high density zoning. She said the Planning Commission already recommended R7 for the property and that the City Council agreed. She felt everyone was on board with more open space and being careful not to impact the sensitive lands. She said with the new proposal, it was shocking to see smaller lots.. She felt it would take away from the character of the current neighborhood.

Oliver, Heidi. Oliver lives at 34815 Westboro Way. She was concerned about the traffic flow and the safety of the pedestrians in the neighborhood. She was also concerned about adding more subdivisions to the City of St. Helens as she did not agree that the infrastructure or the stores could handle any more people.

Rebuttal

Morain, Jeanne. Applicant. Morain said she understands the neighbors do not want to see development. She said they were looking to do what was in the best interest of St. Helens and they

have done several studies and spoken with consultants to figure out what was the best use for the property. She said they would be able to help, through development, to bring some affordable homes to the community. She said they will be doing connectivity through a jogging trail, that was promised by previous developers but not followed through. She also said there were other things that were included in the plan to meet the needs of the neighbors and the city.

Vorm, Clark. Vorm said they build very quality homes that are energy efficient. He said they sacrifice profit margin for quality.. He said they care about what they do, and they do what they can to make sure the neighbors and those purchasing homes are proud of what they do. Chair Cary asked if the applicant would entertain doing the development with larger lots. He also asked if they reduced density, would it make it unaffordable to develop? Vorm said they have considered this. He said that 46 lots would be the maximum they would build on this site. He said the current application was for 44 lots. He said they were not looking to max out the lots, but to build a nice community.

Commissioner Toschi asked if they were to only allow 7,000 square foot lots, if they would still need the Planned Overlay to have some flexibility. Vorm answered that yes, they did based on the wetlands and the buffers on the property, they still need the lot flexibilities that the overlay zone offers.

Sandblast, Ken. Sandblast said they were consistent with all the criteria for approval of an overlay. He said they were not violating any federal or state statutes and the proposal was utilizing the applicable provisions of the implementing ordinances. He said the proposal was protecting resources of the open space. He said it was not spot zoning if it allowed flexibility to attain the density for R7. He said the application meets all the criteria for approval of a Planned Development Overlay.

Chair Cary asked if they had considered any other designs for this development that might be less lots. Sandblast answered that because of the way the infrastructure, streets and wetlands are located, the design is fixed on what they can do. Sandblast said there were not a lot of alternate plans they could design to meet all the criteria for the wetland buffers and the development already around it. He also said there was the economic aspect of the whole thing as well. It could be more costly to try reduce the number of lots. He said currently because of the wetlands, it is like building three mini subdivisions with all the public infrastructure needed.

End of Oral Testimony

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

Close of Public Hearing & Record

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

Deliberations

Chair Cary asked about the specific flexibilities that the overlay zone allows. Graichen said it does not change the use. He said the lot sizes could vary, but it will still only be single-family dwellings or duplexes allowed on the lots. He said he included duplexes, because the State requires the City to treat duplexes the same as single-family dwellings. Graichen said the lot coverage was still 40 percent. Chair Cary asked if they would be able to come back and ask for a variance for setbacks in the future. Graichen said the Planned Development allows the developer to play with setbacks without a variance. However, he said the perimeter setbacks, front, and rear, could not be changed.

Commissioner Toschi asked if the shapes of the lots had to be a certain shape if they did not allow the overlay. Graichen said there are lot dimensional standards that would need to be met without it.

There was a discussion on the density and the R7 zoning standard request from the applicant. The Commission discussed the idea of requiring the lots to be a minimum of 7,000 square feet.

Commissioner Pugsley said there was no guarantee that Noyes was going to complete the project and that the Commission needed to consider that the decision they were making was going to run with the land, not based on the developer. She said the proposal looked like an R5 zoning, not R7 as the Commission recommended at annexation. She also mentioned she would like to see the Homeowner's Association be utilized in this development as she saw a real benefit from them.

There was a discussion about what could happen if they did not grant the overlay. There was also more discussion on adding a condition to approve the overlay, but keep the lot sizes at 7,000 square feet and maintain the side yard (setback) of the R7 zone to ensure spacing between buildings consistent with surrounding development and zoning.

There was a discussion about allowing lot size flexibility, but ultimately the Commission decided that the applicant could apply for variances if they desired.

Motion: Upon Commissioner Toschi's motion and Commissioner Semling's second, the Planning Commission recommended the approval of the overlay with the condition of a 7,000 square foot minimum lot size and that the side yard spacing follow the minimum R7 standards. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Pugsley, Commissioner Toschi, Commissioner Low; Nays: None]

C. 7:30 p.m. Subdivision Preliminary Plat at undeveloped property southeast of the intersection of Pittsburg Road & Meadowview Drive - Westlake Consultants

Chair Cary called the public hearing to order at 10:19 p.m.

Graichen presented the staff report dated July 5, 2022. He said this application was for a 46-lot subdivision final plat.

He said one of the conditions was there would need to be a Planned Development Overlay and if the City Council upheld the recommendation from the Planning Commission, this layout would not work for the Final Plat as there lots under the 7,000 square foot size.

He said with the Planned Overlay, there were some standards they could flex and some they could not. He said the applicant is proposing four phases for development. He said there was not clarification on which phases the wetlands would be addressed during. Wetlands and their protection zones are to be dedicated as tracts during their respective phases.

He said another thing to note was lot 40 was connected to the extension of Willie Lane and when doing improvements, they cannot have any temporary improvements in place so Willie Lane would have to be moved from the fourth phase to the third phase to accommodate the lot 40.

He said in phase one, the southerly road utilizes some right-of-way that was dedicated in a previous decision. He said it was considered a skinny street with a 40-foot right-of-way which serves a minimal number of lots. He also said it was a cul-de-sac and that there was a limit on how long a cul-de-sac can be and how many lots it can serve, and he said the proposed did not come close to those maximums. He also said there was storm tract in this phase.

In phase two, Graichen talks about where the Bonneville Power Administration (BPA) lines are located. He said they are partially in Westboro Way and there would be some agreements that need to be made with BPA. He said it would extend Westboro Way into a conventional cul-de-sac. He said there was also a trail that was proposed to connect Westboro Way to an open space tract. He said this would go along with the Parks and Trails Master Plan.

He said phase three will provide the connection through to Edna Barr Lane. He mentioned there was another storm tract there. He also said with the in-fill development, it would complete a block and would bring it more into code compliance.

He said phase four has lots that are off Pittsburg Road which is a minor arterial street. He said the code does not allow direct access to Pittsburg Road. He said that is why the access is from Meadowview Drive. He said these would be double frontage lots, so there would be some additional screening required. He also mentioned as part of creating the subdivision, they would require a sidewalk to be built on the Pittsburg Road prior to building permitting. He said there was also a private drive on this phase and the private road exception is used minimally in this proposal since there is only one.

He also said there would be a Homeowners Association to maintain the tracts and wetland areas.

He said the large issue with this proposal was the sewer. He said the Wastewater Management Plan showed some undersized infrastructure. He said there was a portion on Sykes Road and Port Avenue that was considered critical and there were identified problems where there could be potential surcharges. He said surcharges occur when the system backs up and overflows. He said it could come out of manholes and could also have the potential to back up into homes. He said the solution is not resolvable by one subdivision. He said the estimated cost to fix these problems after system development charges are used was over \$10 million dollars. He did mention this was a priority for the City Engineering Department and they were estimating a two-to-four-year completion, but it depended on a loan they were hoping to obtain from DEQ.

He said if the Commission looked at our standards, there was a provision that land use application could be denied when there is a deficiency that exists, and it cannot be rectified within the development and could result in a threat to public health and safety or cause a violation of state or federal standards. He mentioned there could be fines to the City for surcharges from Oregon DEQ as well.

He said a second option was to approve with conditions, but with a delay of building permit activity, which includes taking building permits in. He said the subdivision could be approved, but you could only put in the infrastructure (and not build homes). He said can be dangerous because they would now have these lots created with the infrastructure in and now there is vested interest from the developer who now is waiting on the building permits to be allowed after the sewer is upsized. He said this could result in lots being sold in the meantime. He said with this scenario, there would need to be a notice on each lot's deed that expresses this delay so that there was nobody who did not receive notice.

He said they could also approve the subdivision and take the risk. He said he was not sure how much risk, but they could have the City Council make this decision for them as the code allows the Commission to give a matter to the Council with a vote of the Commission.

Commissioner Low asked if there was a timeframe that was typical for the development of subdivisions and connection to sewer for an individual house. Graichen said they did not know the timeline of the phasing, but per the standards of the subdivision approval, it could be extended seven years before it was no more. Graichen said typically developers can design and develop the public infrastructure in about six months to a year, which does not include the building permitting process and actual home construction.

Graichen said the sewer is an issue now, and when they had talked with the Council before, they were resistant to establish an across-the-board development moratorium.

Morain, Jeanne. Applicant. Morain said the developer was working with the Engineering Department to work together to upgrade the sewer to where some of the expense was placed on them as the developer. She said if the Council places a moratorium, it would be for all building, not just some. She said with their phased approach to the development, it could be a benefit to the City to continue to allow them to move forward. She said allowing more people in a slower approach to connect to the City sewer reduces the impact to the City. She mentioned there were some smaller lots because they were looking to preserve some of the wildlife. She said they chose the developer they did because they were willing to utilize larger lots and would work within the code to protect the wildlife and wetlands. They also agreed to incorporate the walking trails and jogging trails that other developers had promised but did not provide to the surrounding areas.

Sandblast, Ken. Sandblast is with Westlake Development. He is a representative of the applicant. He said the subdivision criteria were all met per the code except for the Sewer situation. He said the subdivision could be developed in phases and that was the plan they submitted, to create less impact. He gave a small timeline as to when they would start building these different houses and subdivisions. He said the grading would take them some time. They said to stay out of all the buffers, they would be shuffling dirt around the site a bunch. He said the dirt will all come from the site and go back to the site. He also mentioned that the south wetlands would be in phase one to protect them and the northern wetlands would be in phase two to keep the least amount of impact to them. He mentioned the shared private drive was to make the three lots that utilize it normal size. He said as Westboro Way comes in from the west, it drops, and they have minimized the impact of that drop with grade fill.

Vorm, Clark. Vorm is with Noyes Development. He is a representative of the applicant. Vorm said that if they implemented R7 code only, there would be a reduction in the amount of lots because of the narrow shape of the property and the wetlands. He said they are not trying to build something with high density. He said they proposed 46 lots because the code does not allow them to increase, only to decrease. He said currently, the proposal was at 43 lots. He said he is trying to build a nice community for the neighbors and the surrounding community.

In Favor

No one spoke in favor.

Neutral

Kirtland, Rhonda. Kirtland lives at 59305 Barr Avenue. She said she thought the layout was nice. She said the only thing she was concerned about was maintaining the R7 lot size. She also was curious how this would affect her addressing.

Furseth, Cyndi. Furseth lives off Pittsburg Road and is a part of the Meadowbrook Homeowners Association board. She said the applicant was utilizing the Meadowbrook subdivision as the comparison for how they would develop. She said the Meadowbrook subdivision has houses very close together so the map that is presented by the applicant fits the same consistency. She said the sewage should not be a major issue for all the houses around there as they are all on septic systems. She said wetlands are expensive to maintain and it is more affordable with a Homeowner's Association with more lots paying fees in place.

In Opposition

Snook, Matt. Snook lives on Meadowview Drive. He said the lot sizes proposed did not fit the neighborhood. He said they should stay consistent with the neighborhood and keep lots that are of 7,000 square feet or more. He was also concerned about the burden of the subdivision to the sewer system. He also expressed concern about the amount of traffic and the flow of the streets.

Njust, Vicky. Njust lives at 34854 Westboro Way. She expressed concern about the impact to the sewer. She said the neighbors downstream are the ones that could have the most issue with the sewer overflowing on their property.

Shober, James. Shober lives at 59543 Meadowview Drive. He said he thought the Commission should deny the application because of the sewer impact. He said they should follow the code.

Harrison, Shauna. Harrison lives at 206 N Vernonia Road. She was concerned that this application had made it this far in the approval process since there are serious sewer issues. She said development can pay for some impact, but not the amount that is needed to completely upgrade the system. She said she would not like to see a development started and then not finish because of the possible recession. She also expressed concern about the lot sizes and that what was proposed did not fit the neighborhood.

Dawson, Abigail. Dawson said she owns a home on Mountainview Drive. She was concerned about the impact to the wetlands. She said a lot of the homes on Mountainview Drive own some of the wetlands and she was concerned who would be maintaining them and who would be keeping the individuals out of the space when it belongs to others. She was concerned about the safety of her home with this new development and the value. She was also concerned about the noise level.

Rebuttal

Morain, Jeanne. Applicant. Morain said the sewage system and the mitigation expense was large and spoke on how to reduce the cost. She said with a developer, the City does not have to incur the whole cost of upgrading the system. She said the developer they picked was not looking to fill in a ton of houses. They are looking to do what is safe for the area. She said they were not allowed to put houses in on septic tank systems, that Columbia County advised them they had to annex into the City and connect to City Sewer. She said they consulted experts on the best use of the property and have looked at the whole picture of the property. She said they have worked on a phased approach to best engineer and develop the property to maintain the wetlands.

Sandblast, Ken. Sandblast said he reviewed the staff report and the criteria for the subdivision and he said the conditions imposed address all the normal criteria for a subdivision other than the sanitary sewer. He said they did a traffic study that did not find any issues with traffic. He said they have satisfied the applicable criteria for the application subject to the Planned Development decision.

End of Oral Testimony

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

Close of Public Hearing & Record

Deliberations

Commissioner Toschi asked about a timeline. Graichen said the initial preliminary plat decision is good for 18 months. It becomes void if there is not a final plat submitted with the conditions before the timeframe is up. He said each phase has a two-year time. There is the ability to extend the timeframe but only two times. He said if a phase is not vested within that seven-year period they would have to start over.

Commissioner Toschi did not think they could approve a subdivision final plat that was inconsistent with the recommendation they made to City Council for the Planned Development overlay that is needed to complete the subdivision application submitted. He said he thought the phasing was a great way to develop. He said there should be a consideration of the capacity of sewer before a property is annexed.

There was a discussion about the capacity of the sewer and how it could affect the neighbors. They also discussed how the sanitary sewer system should be paid for and fixed.

Chair Cary said the plan that was presented shows that they worked a lot of the different conditions out to meet the criteria. He discussed the different options on how to move forward with this decision.

Motion: Upon Commissioner Toschi's motion and Commissioner Pugsley's second, the Planning Commission denied the Subdivision Preliminary Plat because it does not satisfy the R7 zoning requirement and inadequacy of the sanitary sewer system. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Pugsley, Commissioner Toschi, Commissioner Low; Nays: None]

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

D. 8:00 p.m. Variance at 204 N 9th Street - Paranto

Chair Cary called the public hearing to order at 10:00 p.m.

Associate Planner Dimsho presented the staff report dated July 5, 2022. She shared where the property was located and discussed that the variance was for a fence height. She said the topography of the property is a mid-tier and the further up 9th Street, the tier goes higher.

She said the wall was between a neighboring property and the subject property. She said in 2018, the wall was six feet in height. She said two years later, the wall had increased to over the six-foot height restriction (eight feet and ten feet in one area). She said the applicant purchased the property and thought the wall was legal, so he is now requesting a variance to bring the wall into compliance.

She said the maximum height for walls/fences is six feet. She gave a report from an engineer that discussed the stability of the wall. She said the report said at eight-feet, the wall was stable, but there was one portion of the wall that stood ten-foot, so she was recommending adding a condition of approval to the staff report to reduce the small ten-foot section down to eight feet.

She said the variance was not detrimental to the surrounding areas and this was making the property developable. She mentioned another condition of approval in the report was to allow a six-foot fence to be built on top of the wall for safety purposes.

Paranto, Steve. Applicant. Paranto said he purchased the property after falling in love with the town. He said the property will look better with the privacy fence along with creating a safer environment for the area. He said he thought the neighbor would want the separation between his property and his. He said he did not have an issue with bringing the wall into engineering compliance by removing the unsafe 10-foot portion.

In Favor

Scholl, Rick. Scholl said he owns property up from the applicant. He said he thought the Commission should approve the Variance for the wall.

Neutral

No one spoke in Neutral.

In Opposition

No one spoke in Opposition.

Rebuttal

There was no applicant rebuttal

End of Oral Testimony

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

Close of Public Hearing & Record**Deliberations**

There was a small discussion about the neighbor and the feedback he provided at a different public hearing.

Motion: Upon Commissioner Toschi's motion and Semling's second, the Planning Commission unanimously approved the Variance as recommended and amended.. [Ayes: Vice Chair Hubbard, Commissioner Semling, Commissioner Pugsley, Commissioner Toschi, Commissioner Low; Nays: None]

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

DISCUSSION ITEMS**E. Chair Signature for Columbia Commons Subdivision Final Plat**

Graichen shared that the Columbia Commons Subdivision, the four-lot commercial subdivision that the Commission had previously looked at, was nearly done. To finalize their final plat, the Chair would need to sign the documents.

F. ACSP Update

Graichen mentioned that ACSP was the marijuana industrial agricultural operation on what was previously the City's property, but was sold to them. He said that the discussion about some of the non-compliance issues led to an invitation to them to attend the Planning Commission at the last meeting. He said since that conversation, there had been a revised application and a discussion with them about corrections. He said there is a shed over a public easement and there will be some movement on getting this corrected. He said they took some steps in the right direction in the permitting process.

G. Conex 8-Plex Ground Lease

Graichen said this is a follow up to the Commission's request for information at the last meeting. The lease mentioned the public benefit is an \$8,160.00 fee per year for the property, \$85.00 per unit per month after a year period, and they also receive six public parking spaces as part of the lot for 6th Street Park. There was a small discussion about the affordability of the condos.

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

- H. Site Design Review at S. 1st Street and Strand - City of St. Helens
- I. Site Design Review at 115 Little Street and 373 Columbia River Hwy - Weigandt
- J. Subdivision Final Plat at Howard Street - St. Helens II, LLC
- K. Temporary Use Permit at 2295 Gable Road - TNT Fireworks
- L. Sign Permit at 2625 Gable Road - St. Helens Parks & Recreation
- M. Sign Permit at 1570 Columbia Blvd - Epperly

- N. Temporary Sign Permit at 2100 Block of Columbia Blvd - Heather Epperly Agency, Inc.
- O. Conditional Use Permit (Minor) at 35031 Millard Road - Happy Hollow Construction
- P. Temporary Sign Permit at 2100 Block of Columbia Blvd - Columbia County Fair

There were no comments on the Planning Director Decisions.

PLANNING DEPARTMENT ACTIVITY REPORT

- Q. Planning Department Activity Report – June

There was no discussion on the Activity Report.

PROACTIVE ITEMS

There were no Proactive Items discussed.

FOR YOUR INFORMATION ITEMS

Commissioner Pugsley asked if there was a way to limit the time for public hearing testimony. Graichen said they would need to have a formal process put into place.

Commissioner Toschi also said they should recommend to the City Council that the sanitary sewer system be fixed sooner than what is proposed, as he sees it as a serious safety risk.

Dimsho reminded all the Commissioners about the upcoming Planning Commissioner training. She said there would be more training in the future for those who could not make it.

ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned 12:53 a.m.

Respectfully submitted,

*Christina Sullivan
Community Development Administrative Assistant*

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 17th day of August, 2022 are the following Council minutes:

2022

- Work Session, Executive Session, Public Hearings, and Regular Session Minutes dated July 20, 2022

After Approval of Council Minutes:

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



COUNCIL WORK SESSION

Wednesday, July 20, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten – 1:14 P.M.
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator	Jacob Graichen, City Planner
Kathy Payne, City Recorder	Jenny Dimsho, Associate Planner
Lisa Scholl, Deputy City Recorder	Rachael Barry, Government Affairs Specialist
Mouhamad Zaher, Public Works Director	Amy Lindgren, Municipal Court Judge
Sharon Darroux, Engineering Manager	Matthew Kahl, City Attorney
Mike De Roia, Building Official	Tina Curry, Event Coordinator

OTHERS

Steve Toschi
 Art Leskovich

CALL WORK SESSION TO ORDER – 1:00 p.m.

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

- ◆ Steve Topaz, citizens of St. Helens. He thanked Council for his censure. It is very rewarding. He was invited to deliver the Hastings Lecture at the Society of Artificial Organs in Chicago in June. It was a prestigious presentation and people Googled his name and found out he was censured. They also found that Steve Duran from the old newspaper in Portland wrote about how bad he was treated at his court case regarding the drainage between 3rd and 4th Street. These are researchers, so they investigated the censure. Topaz has been a member of this society since the 1960s. They discovered that every time Topaz brought something to the Ethics Board, there was a reason for censure. The Ethics Board found Topaz correct each time. They also found out that the newspaper coverage of the censure was extensive, but they did not report the decision that Topaz did nothing wrong. They found that Topaz had 80-some papers published, had 486 people reference his good work, the Supreme Court of Oregon said the property was damaged, but he was not allowed to speak about it, and the Federal Court found that his Second Amendment rights were removed. A lot of people were there, including manufacturers, developers, and students. St. Helens painted a very dark picture of itself when they looked at the censure. He could not have done a better job of pointing out the problems in St. Helens and the censure to a public stage in a national and international setting. Thank you for bringing the story to people who read the whole thing.
- ◆ Steve Toschi. Thanked Council for the 4th of July celebration. It was important to continue with the tradition. They were able to do it by rolling it into tourism. It was a great event. Thank you

to the Lions Club for putting the flags out. The town was beautifully decorated. It was a wonderful community event that strengthened bonds. He did notice a lot more illegal fireworks this year. He suggested for next year that they emphasize that law enforcement will issue tickets and to encourage people to turn illegal fireworks in. They are dangerous.

- ◆ Art Leskowich. He agreed that it was a great 4th of July celebration. However, he heard from more than one person that the port-a-potties on the Waterfront property were less than adequate and less than maintained. In June, he sent an email to the Council and marina team members requesting information about the use of the commercial docks. There has been Ison tugs and now a new boathouse moored there. He requested an update about those vessels.

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

1. Review Proposed Rates Increase for Garbage & Recycling Services - Josh Brown, Waste Connections

City Administrator Walsh reviewed the proposed rate increase. Waste Connections has been affected by increased dumping fees at the Transfer Station and a rise in diesel cost for their trucks. Per the franchise, the City is required to support them. Any time there is a rate adjustment, there must be an opportunity for the public to comment, which will be on tonight's agenda.

2. Semi-Annual Report from Building Division - Mike

Building Official De Roia reviewed the report. A copy is included in the archive packet for this meeting.

- 3.4 full-time employees
- Issued 300 building permits
- 258 plan reviews
- 807 inspections, which is lower due to reduced materials and labor
- Electronic Permitting successes
- Code updates
- Project updates

Councilor Chilton asked about Burger King and Dairy Queen. De Roia said Burger King is in the process. Dairy Queen is looking at potential sites.

Councilor Birkle talked about the childcare code and the update for alternatives to sprinklers. The area is struggling with a lack of childcare facilities. It is important that they are safe, but they need to be attainable.

Councilor Chilton asked if they look at infrastructure when approving new businesses. De Roia explained that multiple departments review the infrastructure, including Public Works, Engineering, and Planning.

Council President Morten apologized for arriving late. It was a good report.

Mayor Scholl thanked De Roia.

3. Municipal Court Semi-Annual Report - Judge Amy Lindgren and Prosecutor Sam Erskine

Judge Lindgren reviewed the Court report.

- Two full-time Clerks
- Added the bailiff position
- Pulling old cases that have unserved warrants

Mayor Scholl asked if there has been an increase in DUI's with Measure 110. Lindgren said no. It will help having Officer McClure as a certified Drug Recognition Expert, which is needed to prosecute those cases. An amendment to that bill, is that Circuit Court now has jurisdiction over those cases. That will allow them to be recorded in the e-Court system for better tracking.

- They are waiting for the Police Department to begin doing electronic citations. Right now, officers handwrite them. The software has been purchased to scan a driver's license and then print out the citation. It will communicate with the Court system and be much more efficient. Later in the meeting, Councilor Chilton received an update from Chief Greenway. The printers are delayed due to supply chain issues.
- Hired a new Defense Attorney. They are proposing to change to a flat fee, rather than a per case fee.

Councilor Chilton asked if they are affected by the pre-trial changes. Lindgren said no, it is just Circuit Court right now. She is in the process of looking at it to mirror what they do.

Lindgren expressed that she really enjoys working here.

4. Leak Adjustment Request from CPOD LLC - John

City Administrator Walsh reported that this is regarding the bowling alley property. Comcast did work there about a year ago and drilled a hole through the water line. There was a huge water leak that the owner repaired. They tried to get Comcast to pay the water bill but was unsuccessful. The adjustment exceeds the allowed amount to be approved administratively. They plan to pay their average monthly bill. The adjustment would be the overage.

No objection from Council to adjust the bill.

5. Review League of Oregon Cities 2023 List of Legislative Priorities Ballot - John

Government Affairs Specialist Barry reviewed the staff recommendations for priorities. A copy is included in the archive packet for this meeting.

Council concurred with the list as recommended by staff.

Councilor Birkle would like to keep homelessness in their sites as well. Walsh agreed. LOC recently came out with good guidance.

6. Discussion regarding Psilocybin Measure 109 - John

City Administrator Walsh pointed out the memo from City Attorney Ed Trompke. A copy is included in the archive packet for this meeting. City Planner Graichen reviewed the options:

- Can prohibit indefinitely with a successful referendum
- Postpone the allowance for two years with a successful referendum
- Impose limited time, place, and manner provisions

Graichen said it's like marijuana. It started medical only and later added a recreational component. They adopted rules for it to be 2,000 feet between facilities. There are several different types of licenses that the State would issue. There are two focus areas:

1. Manufacturing of psilocybin products includes growing mushrooms, chemical synthesis, and packaging.
2. Licensed service center. Psilocybin products cannot be taken home. They must be taken on site.
 - a. Cannot be in residential areas
 - b. Must be 1,000-foot distance from schools
 - c. Only place a client can purchase and consume is a service center

A two-year moratorium would give them time to see how other jurisdictions handle it.

Councilor Topaz talked about requirements for the service center. What safety requirements will be followed? These are nasty compounds. It says that they were legalized for mental diseases but does not define which ones. The most reasonable decision would be to stay away from it as long as possible.

Council President Morten agreed with Councilor Topaz. They do not have research institutions in Columbia County. If there is benefit, people can cross county lines to access it.

Councilor Chilton agreed with the moratorium to see how other jurisdictions handle it. A concern brought to her attention was that the taxes will go to the State and not the City. How will this affect the community and what benefits will they see? Mayor Scholl pointed out that police officers may need to respond, but the State collected the money for it. Council President Morten asked about it being used as medication at mental health facilities. Can you cross counties to obtain it? Councilor Chilton said there are some barriers with insurance between counties. There is support for it being used for trauma related illnesses.

Councilor Birkle agreed with a moratorium. He pointed out that there is only one Council meeting left to be able to get it on the ballot.

City Planner Graichen reviewed the process if Council does nothing and applications can be submitted beginning in January.

- Licenses required for
 - Manufacturing
 - Service Centers
 - Test Labs
 - Facilitators
- Land Use Compatibility Statement for manufacturing facilities
- The City is required to act within 21 days of receiving the request

Councilor Topaz asked if they have any medical expertise on how to design a service center. Graichen responded that it would be up to the Oregon Health Authority. He assumes they are still working on that. Councilor Topaz said this can be done in a kitchen. There are barriers that need to be in place to assure it does not affect respiratory systems. Is there anyone in the State that can qualify that? It's incredible that the City is given this job to regulate.

City Attorney Matthew Kahl referred to Trompke's memo. If they do nothing, it will allow these facilities to begin operating in January per the Code. Mayor Scholl asked what the cost is to put it on the ballot. Walsh said there is no fee during a General Election. Kahl talked about the LOC templates available to create a resolution and ballot title. There is time to approve it at the next meeting and then get it to Elections.

Council agreed with putting the two-year moratorium on the ballot. Councilor Birkle pointed out that they will need rules if it does not pass on the ballot.

7. Review of Columbia Commons Subdivision Final Plat - Jacob

City Planner Graichen reviewed the final plat. A copy of his memo and drawing are included in the archive packet for this meeting. He is requesting the mayor's signature once everything is complete. The authorization is on tonight's agenda.

8. Review Proposed Exclusive Negotiation Agreement with US Ecology Holdings, Inc. - John

City Administrator Walsh reviewed the proposed agreement. A copy is included in the archive packet for this meeting. It is an open agreement with US Ecology Holdings, Inc. to explore possibilities for remediation of the City's wastewater lagoon. The biggest difference from the previous non-disclosure agreement is that it allows the public to know they are working with them. There was no objection from legal counsel on either side.

Councilor Topaz suggested that this be scrapped. This was done during an executive session that was proven not to be an executive session with this company. Mayor Scholl asked if that has been proven. Councilor Topaz said it is Case #22... Mayor Scholl said he was referenced in that case, and it has not been settled. Councilor Topaz said it is an active investigation. Councilor Chilton responded that an active investigation does not mean that it has been founded. Mayor Scholl requested that Councilor Topaz correct himself. Councilor Topaz objected and said he checked with his attorney this week. Mayor Scholl

said his attorney is wrong and has paperwork from the State to prove that. He is being slandered by Councilor Topaz's attorney and wants to talk with him regarding that. Councilor Topaz said he and their attorney had an interview with the Ethics Commission. Both him and Council President Morten questioned if this was a problem for the Ethics Commission. They were told by the attorney that it was not. They were told by the Ethics Commission that it was, and they overruled. Mayor Scholl argued that the Ethics Commission said it was worth investigating. Councilor Birkle agreed. It is under investigation. It has not been closed and there has not been a final determination. Mayor Scholl requested again that Councilor Topaz's attorney contact him. Councilor Topaz said the citizens were not involved with the information. Mayor Scholl argued that it is unfounded and untrue. They are stopping the conversation. Councilor Topaz argued that Mayor Scholl cuts off the conversation when he doesn't like what is being said. Mayor Scholl said Councilor Topaz's attorney is slandering him if he is saying he is guilty. He should ask his attorney if he is wrong in cutting him off.

Mayor Scholl said that Walsh is presenting an exclusive agreement that will go public. Councilor Topaz said the project should not go forward until they get all the data back from Maul Foster. There is a second one that Maul Foster should be doing now on that lagoon. Mayor Scholl said this has nothing to do with that. Councilor Topaz argued that it does. Mayor Scholl asked if his ethics complaint has to do with that because he does not agree with this project. He told the Ethics Commission at the last meeting that it is the reason, which was done publicly. He would like this video recording submitted as proof to the Ethics Commission. Councilor Topaz's attorney is slandering him, saying he is guilty. Councilor Topaz argued that he did not say a thing...Mayor Scholl said he just did. Councilor Chilton pointed out that Councilor Topaz repeatedly says they need to address the lagoon, and they are trying to do that right now and he is stopping them. It sounds like he only wants to complain about it not being done.

Councilor Topaz went on to say that the lagoon was a levy put around a river level body of water. That levy has some long-term construction problems. The bottom of the lagoon, because of what was dumped into it by the City and mill, is a toxic waste dump with nothing going into it. There is a contaminated shoreline that they can't get anything to if they are going to bring anything in from the water. You can't cross the shoreline.

Councilor Birkle read the purpose of the agreement. "The purpose of this Agreement is to negotiate and define the conditions under which the Parties will enter into a potential business transaction between City and USE, or one of USE's affiliates, in connection with the analysis, planning, scoping, permitting, construction, leasing, operating, and remediation, and all other activities, related to the transition of one or more of the City's wastewater lagoons, or other property, to an operating treatment, storage, and/or disposal facility, and the associated long term management and closure of the facility and property ("Purpose"). The Purpose includes negotiating terms for an agreement that will provide value to both Parties including, but not limited to, liability reduction, improved infrastructure, waterfront development, and revenue potential for the City, as well as economic value for USE." They are not committing to anything being done on the lagoon. They are committing to examining the issues Councilor Topaz has raised about the contamination. The purpose is to address the issues that he has a legitimate concern about. Mayor Scholl agreed with Councilor Birkle. Mayor Scholl said that Councilor Topaz likes to make it look like the City is hiding things, which they are not. It is unfounded and untrue. He sat in on that meeting and knows no one was trying to hide anything. Mayor Scholl is being slandered by Councilor Topaz and his attorney, saying publicly that he is guilty. He going to fight. Councilor Topaz argued that they did try to hide information that came in 2019. Mayor Scholl is trying to run the meeting and move on. He is aware of what Councilor Topaz is trying to do as part of his campaign. Mayor Scholl ended the discussion to move on to the next topic.

9. Discussion Regarding Flying Eagle Canoe and Possible Placement in New Columbia View Park Design - *John*

City Administrator Walsh reviewed the Columbia View Park Riverwalk 60% design. He proposes to move the Lewis & Clark dog and canoe into the same area as the play equipment. It would be nice to have it more interactive.

Councilor Topaz suggests it be covered to keep water out of it and protect it. Councilor Chilton agreed with covering it and still allowing kids to climb on it.

Council President Morten is concerned about the maintenance and preservation. The Arts & Cultural Commission, which is currently inactive, created an art inventory. They also helped maintain and preserve art in the City.

Associate Planner/Community Development Project Manager Dimsho is looking for input from the Council. There are some risks involved with putting it in the park, such as graffiti and etching into the wood. They could add a protectant layer to help with graffiti removal and either elevate it or put it in a planter to make it more difficult to access. Mayor Scholl agreed with treating it for preservation.

Discussion ensued about the canoe. It was the consensus of the Council for it to be interactive for kids to climb in and out. Councilor Birkle suggested that it take one last journey on the river.

Break – 3:06 p.m.

10. Report from City Administrator John Walsh

- Reviewed items on tonight's agenda
 - Closeout of the Community Development Block Grant for the Food Bank
 - Public hearing and resolution for the proposed garbage and recycling rate increase
 - Only received one bid for the Public Safety Facility grading project. He recommends removing it from the agenda to re-evaluate it and give Engineering the opportunity to review it and verify they are not overpaying. No objection from Council.
 - The Salmon Timber Sale is about \$1 million. There will be additional costs associated with cleanup and replanting.
- No responses were received for the Audit RFP. Pauly Rogers apologized and said they are very busy with clients and did not have time to submit. However, they do want to continue. Everyone is busy. No objection from Council to move forward with Pauly Rogers.
- COLPAC was successful getting an interest-based grant. They are targeting some of the resources towards the Library Makerspace and helping it continue.
- Dock update
 - May have recommendations for extending the stay
 - There is a boat there now that is in enforcement and may be towed away
 - Live video and information available at www.sthelensoregon.gov/about/page/courthouse-docks
 - Mayor Scholl requested the Frank Corsiglia dock sign be reposted.
- The boat reconstruction is underway and should be ready in time for the Sand Island Sandcastle Festival.
- There are street tree planters along Columbia Blvd. and First Street. Last year's heat wave damaged a lot of those trees. It puts a strain on Parks & Recreation staff resources to keep them watered. Parks & Recreation Manager Duggan and Government Affairs Specialist Barry contacted the businesses who wanted to manage the trees adjacent to their business. Some of them have taken over the maintenance, the other trees are just getting water less frequently. Council President Morten talked about the tree planters being a compromise for trees to be planted in that area. It was not sustainable. They need to review the ordinance and plant trees. Walsh agreed that street trees belong in the ground.

- The Columbia County Fair is this week.
- There will be a Citizens Day in the Park debrief on August 17. Council agreed it was a good event.
- There will be a 4th of July debrief coming up as well. Councilor Topaz pointed out the need for a key to unlock the Plaza flagpole so they can raise and lower it.
- 13 Nights on the River has been really good. There have been some challenges with youth.
- The 1st and Strand Street utilities project is out for bid.
- The Riverwalk is a little bit behind because of park improvements and moving the playground. It should go out for bid in late fall.
- With Barry's helped, they have secured a \$1.9 million grant for the Central Waterfront. Part of that includes putting a drill rig on a barge in the lagoon to drill core samples. Councilor Topaz asked if the core samples will go just to the membrane, or all the way down. Walsh is not sure but believes it will be until refusal.
- Growing Rural Oregon supports local entrepreneurs. It was decided that the City would take the lead for at least the first year. They are currently working on contract documents.
- Mainstreet Executive Director Amara Liebelt is now on board.

Councilor Birkle asked about the agreement for Pro Tem Judicial Services on tonight's agenda. Walsh said it's in case the City's judge is conflicted.

Council President Morten asked if Council is willing to recuse Walsh from tonight's meetings. He has a conference to be at in Bend tomorrow morning. Mayor Scholl said he is needed at tonight's meetings.

ADJOURN – 3:48 p.m.

EXECUTIVE SESSION

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

July 20, 2022

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

Staff Present: John Walsh, City Administrator
 Kathy Payne, City Recorder
 Matthew Kahl, City Attorney with Jordan Ramis PC



At 3:50 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Real Property Transactions, under ORS 192.660(2)(e)**
 - Potential donation to City of property located at Pittsburg Road and Highway 30.
 - Disposition of Property off Railroad Avenue
 - Update on potential sale of Millard Road property
- **Consult with Counsel, under ORS 192.660(2)(h)**
 - Update regarding ongoing claim against the City
 - Update regarding Cascades Tissue litigation
- **Labor Negotiator Consultations, under ORS 192.660(2)(d)**
 - Update on current negotiations with AFSCME Union, St. Helens Police Association Union, and Non-Represented employees

The Executive Session was adjourned at 4:26 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor



COUNCIL PUBLIC HEARING

Wednesday, July 20, 2022

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten – 5:39 p.m.
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Jacob Graichen, City Planner
 Jenny Dimsho, Associate Planner
 Tina Curry, Event Coordinator

OTHERS

Ken Sandblast	KAJ	Shannon Julien	Kai Huschke
Shauna Stroup	Jeanne Morain	Brook Steele	Vicky Njust
Art Leskowich	Abbie Dawson	Brady Preheim	Julia G.
S. Moore	Jacob Holder	Andrea Snook	Matt Snook
Brady Preheim	Janette Schwartz	Cheryl Williams	Ken Williams
Josh Brown	Jane Garcia	Val O.	Molly Matchak
Suzanne Bishop	Jolene Walsh	Christian Walsh	Nick Hellmich
Kanale Tumlinson	Heidi Oliver		

OPEN PUBLIC HEARING – 5:31 p.m.

TOPIC

1. Planned Development (Zoning Overlay) located SE of the Intersection of Pittsburg Road and Meadowview Drive (Comstock)

City Planner Graichen covered preliminary matters. Mayor Scholl declared that he did some work for Jeanne Morain, who is the applicant, by mowing and identifying wetlands on the subject property. He does not think it will affect his ability to make a fair decision. Vicky Njust objected to his ability to make a fair decision. He was either paid or did it as a favor. He also argued with people when he was asked why he is mowing things down. It showed bias or conflict to her. Vicky asked if he feels he can rule against something that has to do with their cause. Mayor Scholl feels he can make rule clearly and justly. People were upset that he was mowing the field. Vicky said he argued with her when she questioned him mowing. Then she found out he was going to vote on this decision, and it made her uncomfortable. Mayor Scholl apologized. He does not recall that. He recalls one conversation because he misunderstood how to access the property. Abbie Dawson objected to Mayor Scholl's ability to make a fair decision. When he was crossing her property, he did not tell her who he was. It is a conflict of interest for him to

make a decision impacting that property and the surrounding areas. Matt Snook thinks Mayor Scholl is on side of the development. He does not think he can be unbiased in the decision.

Graichen informed Mayor Scholl that he can voluntarily step down or the Council can discuss it. Mayor Scholl confirmed that he does own his own landscape business. He did mow the yard for Jeanne Morain to identify the wetlands for delineation. He did go through the wetlands but didn't realize that's what it was. He was trying to access the property and not destroy wetlands. He does not have an issue with stepping down. He is fair and honest and would appreciate them accepting that. He has owned his business and lived here for years. He works for all citizens of St. Helens.

Councilor Chilton thinks it would be best practice for him to step down, based on what was presented.

Mayor Scholl turned it over to Councilor Topaz. Before leaving, he stated that he is stepping down voluntarily, but it does not meet the criteria.

Graichen continued with preliminary matters.

Council President Morten arrived at 5:39 p.m. Councilor Topaz handed the gavel to him. Council President Morten declared that he has no conflicts. There was no objection from the audience for him to make a fair decision.

Graichen reviewed the staff report, a copy of which is included in the archive packet for this meeting.

- Wetland protection zones
- Planning Commission
 - Consensus to adopt this with a minimum of 7,000 sq. ft. lots and seven-foot side setbacks
 - The proposal was compact and did not honor the R7 zoning
 - When it was discussed at the Annexation hearing, R7 was chosen to keep the lots larger
 - Trying to prevent spot zoning
 - Concerns about proposed small lot sizes
 - 22% are greater than 7,000
 - 50% are between 5,000-6,999
 - 28% are less than 5,000 sq. ft.
- Council needs to determine
 - If they are going to approve it
 - Stipulation added by staff that the larger and smaller parcels be used in tandem for development proposal
- The idea of a Planned Development Overlay is to allow flexibility. The zoning still dictates density.
- There is a related subdivision application, which is separate from this one. It was denied and will come to Council if it's appealed.

Council President Morten asked if there were any concerns about transportation. Graichen said there was a traffic impact analysis done for the subdivision. There were no identified functional deficiencies that this development would create. Developed lots would have to meet parking requirements.

APPLICANT TESTIMONY

- ◆ Ken Sandblast, Westlake Consultants. He is testifying for the applicant. The Planned Development is an overlay zone on top of the R7 zone. It is not a rezoning of the property. That seemed to have been lost in the Planning Commission hearing. The Planned Development Overlay provides flexibility and is allowed in the Code. It is designed for properties like this, which has significant natural resource areas and buffers, street stubs coming in from different locations, and a rectangular configuration. The Planned Development allows them to divide the land with flexibility and achieve what is allowed in R7 Zoning. The density of R7 is not in question. The number of units proposed does not change with the Planning Development Overlay. It is simply a way for

the land to be divided with flexibility to protect the natural resources. The subdivision has a specific layout. There are ways to revisit the subdivision, but not without the Planned Development Overlay approved. They are requesting Council approve the Planned Development Overlay to allow the subdivision. The current recommendation takes away flexibility, which defeats the purpose of a Planned Development Overlay. In order to still use the Planned Development Overlay, they are requesting Council allow an average of 7,000 sq. ft. lots and not a minimum. They believe they could modify the subdivision application by reducing some density with a few lots, with no lots below 5,000 sq. ft.

Graichen pointed out that Ken didn't talk about side setbacks. Ken said they requested five-foot side yard setbacks and Planning Commission recommends seven feet. He thinks it is more than adequate to have 10 feet between homes. The seven feet takes away the flexibility Planned Development Overlays allow. The purpose of a Planned Development Overlay is for flexibility. They are requesting to keep the five-foot side setback as proposed.

Ken clarified their requests:

- Average of 7,000 sq. ft. lots
 - Five-foot side setbacks
 - Minimum of 5,000 sq. ft. lot sizes
 - Approve the rest of the application as proposed
- ◆ Jeanne Morain, applicant. She is the Power of Attorney for James and Chieko Comstock. The landscaping done by Mayor Scholl was for health and human safety. She called 12 different landscapers. He was the only one willing to do it. It is a fire hazard. Once the application was submitted, he said he could no longer do it. She is still trying to find another company to do it. It was also done to access the property for wetland delineation. She was not aware of a Planned Development Overlay sooner, so did not do it with the annexation. They hired an expert to determine what would be best there and that was his recommendation. They were the only ones who were willing to do what the community wanted, and not just push for R5 zoning. They will have a Homeowners Association to care for the wetlands and wildlife.

TESTIMONY IN FAVOR – NONE

TESTIMONY IN NEUTRAL

- ◆ Shannon Julien. She lives on Edna Barr Lane, which is a proposed through-access from the subdivision. Her concern is regarding functionality versus quality of life. She finds it doubtful that two cars could pass each other on that street. People must pull over to let other cars pass through. All the additional traffic does propose a problem for side streets. Can it be done? Maybe. Should it be done? No. It is a quality of life and safety issue for people who live on Edna Barr Lane.

TESTIMONY IN OPPOSITION

- ◆ Shauna Stroup Harrison. She is in opposition. They skated right past the sewer issue. They were here past 1 a.m. at the Planning Commission meeting. The lack of sewage infrastructure cannot support the new building. Can someone apply for an Annexation and Planned Development Overlay at the same time?

Graichen said conceivably. Shauna was confused because the applicant said they would have applied for it at the same time if she had known. The builder said he couldn't guarantee the price of the house. She is very familiar with the area. Her husband's dad built Meadowview Drive. At that time, it was zoned as R10. He kept the lots at half acre to maintain the aesthetics of the rural setting. This has been pushed and pushed, which is why the Planning Commission was here until 1 a.m. It was already a push to zone it as R7 and then the overlay was added. The property has wetlands and that has to be figured in when

developing property. You don't get gross value; you get net value. The main concern during the Planning Commission meeting seemed to be the sewage issues. The real estate market is slowing. It will be interesting to see how they do with all the new dwellings being built now. Only 22% of the lots meeting the 7,000 sq. ft. minimum is failing. There is a lack of sidewalks, ingress, and egress. What water municipality will service this? They are still pushing to fill the lagoon with superfund site dredge spoils. She doesn't understand the thought process. They're going to need that lagoon for all the new building. It's a bad idea.

- ◆ Vicky Njust. She attended the last meeting. It keeps being said that the density meets the 7,000 sq. ft. standards. From what she understands, it's a 12-acre parcel, but you can't include the wetlands in the total because you can't use it. Commissioners Toschi and Pugsley both felt it was like a bait and switch. They should stick with the 7,000 sq. ft. minimum and 7-foot side setbacks. Why is it impossible to do that? It's high density and doesn't fit. People would prefer larger lots, fewer houses, fewer cars, and less congestion. She is opposed to Ken Sandblast's new proposal. The sewer is a big issue, but she understands it's not what they're considering.

Council President Morten asked about wetlands not being included. Does that include setbacks from the wetlands? Graichen said yes. The Code allows a portion of the open space areas to be folded back into the density calculation, but not all of it.

- ◆ Matthew Snook. This is a big job for them to protect their community. They know this will increase traffic. There are already clogged streets on Barr Avenue. There are parts that do not allow to vehicles to pass at once. To increase the traffic could result in the loss of life, which is unacceptable. It's already a challenge on Meadowview Drive to get in and out onto Pittsburg Road. There is an increase of crime, and they are not increasing the police force. Councilor Chilton clarified that they are adding officers. Matthew went on to talk about crime being up. If it keeps increasing, he will leave. Referring to Mayor Scholl, if he had no idea where the border of the protected wetlands was located, he should have found out before mowing everything down. All the wildlife was run out of there. He was directly or indirectly employed by the people trying to push this through, which creates a bias. The community should come first. The streets are all named after the surrounding area. The wildlife is just now starting to come back. What is their acceptable risk for the sewer system? It's not fair if it backs up into their homes.
- ◆ Jacob Holder. He was not at the last meeting but has heard a lot from neighbors. He is concerned about access through Meadowview Drive. Their neighborhood is very quiet and is a dead-end street. It will increase traffic. It's already hard to turn onto Pittsburg Road. There are areas on Barr Avenue that are difficult to pass when cars are parked on the street. They should keep the minimum lot size at 7,000 sq. ft. He left Hillsboro and Beaverton to get away from density. How are they going to support all the new apartments coming in? There is only have one major grocery store, which can take 15-20 minutes to check out. They have a tight nit neighborhood. Now they'll have people coming through thinking that the road goes through. He expressed his concerns about policing and the sewage system. It's unbelievable that they would go through this without adequate infrastructure. He understands the need for growth, but at what expense?
- ◆ Abbie Dawson. Her property backs up to the southern portion of this development. She is highly opposed to allowing less than 7,000 sq. ft. lots. It will increase noise pollution. Noise echoes and goes everywhere. The developer wants to use the open space for backyards. That's protected wetlands and they run the risk of damaging them. The wetland areas should not be considered as developable area in calculations. The roads around there are not wide enough to accommodate two lanes of traffic. Barr Avenue has blind corners and parking on both sides. There are a lot of trucks and big vehicles. Kids play on the streets and it's dangerous. There are no sidewalks on

Sykes Road. Adding houses and increasing density will create more accidents. The density is a major issue. The lot sizes are not consistent with what is there and not adequate for the size of houses proposed. People will end up using the wetlands for their yards, which will destroy them.

- ◆ Heidi Oliver. Ms. Comstock is a lawyer. She says she cares about this area but lives in Arizona. She wants to see her father-in-law's Will. Why is she representing everyone in the family? Heidi was instrumental in putting in a stop sign. Public Works Director Zaher is going to put in another one. People drive fast. She will fight for this neighborhood. They are suffering and can't take anymore. They don't need any of this. They need a quiet neighborhood again. They are not an HOA, and they don't have any dumpy cars in their neighborhood. She's mad about the apartments across from Walmart. It's a total mess. The traffic is bad. She was in a wreck on Highway 30. She can't take this much longer. Do they all need to move away? She's lived here for 33 years. She is not happy about the sewer and the excursion boat. She sees accidents all the time. It's ridiculous.

REBUTTAL

- ◆ Ken Sandblast. The Planned Development Overlay is what they are reviewing. They heard about traffic, sanitary sewer, and wetlands. That is all related to the subdivision and not what is before them. If the subdivision is appealed, those issues will come before the Council. This is about the flexibility of developing the land. There is nothing about reducing setbacks in the rear yards. They are not encroaching in the wetland areas or setbacks. The testimony about apartments and a grocery store are not at issue in approving the Planned Development Overlay. This is for single family residential development. He wants to continue to focus on what this is and not what it isn't. He understands that it is confusing. In addition to what is in the staff report, they are requesting an average lot size of 7,000 sq. ft. and no lots less than 5,000 sq. ft.
- ◆ Jeanne Morain. She is not representing the entire family. She is representing the only legal heir. That property has been in her father-in-law's family for over a century. Many of those who spoke are living on Comstock property that was earlier developed. She is not an attorney. She is in high tech and has taken time off to help with this. This is about the Planned Development Overlay. They are not trying to do anything that will hurt the City or the protected wetlands. Some of what is being said is creating fear and doubt. She can't even get police to go out to address a neighbor's garden that has gone over onto their property. She asked that everyone stick to the facts. The HOA will be responsible for maintaining the wetlands. There are no safe walkways in that area, which is why they are proposing a trail. She encouraged everyone to look at supply chain and construction costs. Everything has increased. They have a five-star quality developer who is willing to work with what is there. They are not trying to do anything underhanded. She requested that anyone who is encroaching on the property to cease and desist. The property is owned by Cheiko Comstock. She has rights to sell and develop the property. They are trying to do what is right because St. Helens means so much to their family.

CLOSE PUBLIC HEARING – 7:04 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL PUBLIC HEARING

Wednesday, July 20, 2022

DRAFT MINUTES

MEMBERS PRESENT

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 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
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S. Moore	Jacob Holder	Andrea Snook	Matt Snook
Brady Preheim	Janette Schwartz	Cheryl Williams	Ken Williams
Josh Brown	Jane Garcia	Val O.	Molly Matchak
Suzanne Bishop	Jolene Walsh	Christian Walsh	Nick Hellmich
Kanale Tumlinson	Judy Thompson	Alex Tardif	Heidi Oliver

OPEN PUBLIC HEARING – 7:05 p.m.

TOPIC

1. Columbia Pacific Food Bank Community Development Block Grant Completion

Associate Planner/Community Development Project Manager Dimsho reported that this is a required public hearing for the Community Development Block Grant Fund. The City partnered with the Columbia Pacific Food Bank in their renovation project at 1421 Columbia Blvd. Their facility is moving from Milton Way to a nice, larger facility. It is estimated that the project will benefit at least 19,981 persons annually, of who 100% are low or moderate income. This is based on the estimated number of people served in 2021. The purpose of the hearing is to obtain citizens views about the project and to take comments about the local government's performance. The City applied for the project in 2018. In that time, the Food Bank changed executive directors, Business Oregon changed their grant coordinator, there was a global pandemic, and the general contractor's finance staff changed. She is proud of the overall project and making it to the finish line. She thanked Columbia Pacific Food Bank Executive Director Alex Tardif for his partnership.

Alex Tardif talked about the opportunities this brings to the community. One exciting thing is that the new facility has an educational kitchen. They will be able to partner with OSU Extension and teach people how to be sustainable with canning and cooking classes. There is also a repack room to buy larger bulk and repack in smaller packages. The warehouse has expanded capacity from about a million pounds of food to over two million pounds of food. He thanked the City for their support and partnership.

PUBLIC TESTIMONY

- ◆ Brady Preheim. Everyone supports the Food Bank. However, he disagreed that 100% of the people benefiting are low income. There are people who abuse the Food Bank and go there and take items without even asking. The Food Bank should do a better job making sure people receiving services are low income.

Councilor Topaz said the Food Bank receives food and supplies from State and Federal agencies. There are also a lot of people who donate food from their farms, backyards, stores, and other places. There are citizens who take food to people who are unable or are ashamed to get it on their own. They should be commended for how the community is helping each other. He hopes the education center will improve nutrition.

City Administrator Walsh gave accolades to Dimsho for managing this project. There is a lot of reporting and work involved.

CLOSE PUBLIC HEARING – 7:12 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, July 20, 2022

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Jacob Graichen, City Planner
 Jenny Dimsho, Associate Planner
 Tina Curry, Event Coordinator

OTHERS

Ken Sandblast	KAJ	Shannon Julien	Kai Huschke
Shauna Stroup	Jeanne Morain	Brook Steele	Vicky Njust
Art Leskowich	Abbie Dawson	Brady Preheim	Julia G.
S. Moore	Jacob Holder	Andrea Snook	Matt Snook
Brady Preheim	Janette Schwartz	Cheryl Williams	Ken Williams
Josh Brown	Jane Garcia	Val O.	Molly Matchak
Suzanne Bishop	Jolene Walsh	Christian Walsh	Nick Hellmich
Kanale Tumlinson	Judy Thompson	Alex Tardif	Heidi Oliver

CALL REGULAR SESSION TO ORDER – 7:15 p.m.

PLEDGE OF ALLEGIANCE

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

- ◆ Nicholas Helmich. He works at a nonprofit organization that represents people in the community. Two to three weeks ago a hate crime was committed during 13 Nights on the River. The victim was a transgender female around the age of 13-14. She was wearing a Pride flag and hat from Molly's Market. The hat was ripped off and they cut up her Pride flag. They called her names that he did not want stated on the record. He is a proud member of this community and that is not what St. Helens is. He does not want to see this pushed under the rug. It has been reported to the Police Department. Another issue is regarding where he lives on S. 4th Street. He does understand that there is not a Code Enforcement Officer at this time. There is a boat parked on the corner near him that creates a visual clearance hazard. It has not been moved in years. There is an individual with at least 10 vehicles parked in their yard and on the sidewalk. It's a danger for people needing to use the sidewalk. There have been issues with drugs in the trailer in that area. He knows the Council cares about the community.

Mayor Scholl acknowledged that they would look into that area. Councilor Chilton added that they are in the process of filling the Code Enforcement Officer position. She encouraged him to call the police if he sees a crime taking place.

Councilor Birkle thanked Nicholas for bringing the hate crime to their attention. He attended the Pride event. Through a resolution, Council affirmed the right and dignity of every resident and human being. There is no room in the community for discrimination. Council President Morten added that his values include inclusion for all people in the community.

- ◆ Molly Matchak. She is here regarding the same subject as Nick. The individual was attacked by children of the same age. The grandfather and individual came in the next day crying and asking how this could happen here. She told the grandfather that she would bring this concern to Council. She provided over 100 Pride flags during the month of June. She is very open to diversity. It was heart breaking to see the grandfather in tears. The individual came in strong and only asked for two more flags. She doesn't know if there were even consequences for the other person. It was a teacher who pulled the student off the individual. The mother just responded that her son would never do that. There needs to be consequences. She hopes this never happens here again.
- ◆ Kenneth Williams. He is a local boater and belongs to three yacht clubs in the area. He has been working with Columbia River Yachting Association (CRYA) for the last several years to make improvements. He found himself violating the stay rule. They don't have issues paying the fees but would like Council to consider extending the length of stay.

Council President Morten asked if they would be willing to pay extra for extra days. Kenneth talked about how some of the boaters were boycotting the area because the docks were paid for with State Marine Board funds. He has tried to explain how they are managed locally, and some people are starting to understand. There are also a lot of folks who are opposed to paying when others show up and don't pay. He would have to survey boaters to ask if they would be willing to pay more.

Council President Morten suggested they just do it for holidays like 4th of July and Christmas. Kenneth does not think a boater would stay for a long time with the fee per day. He thinks it would be more user-friendly to change to 14 days in a 30-day period. He understands the concerns and that there could be abuse. It does not make a difference how long the stay is when there is no one to enforce it. There has also been some concern regarding boaters coming down for a quick meal. They would like consideration made for short stays to visit downtown businesses.

- ◆ Janette Schwartz. She has been boating on the Columbia River and Willamette River for 20 years. She goes between Astoria, Beacon Rock, and Willamette Falls. She also belongs to two boating clubs and participates in the Christmas Ships Parade. St. Helens is her favorite destination. They have electricity, water, access to the city, and she feels safe here. She invites friends to visit when she's on the boat and doesn't want that to change. She does have concerns about the limited time. Bringing your boat out is not an easy task. You want to make the most out of it and stay for several days. They eat at restaurants and go to local businesses while they are here. The future is bright for the City docks. She won't go to the Portland docks anymore because it's too dangerous. It will grow here with a good reputation. She would be happy with six or seven days.
- ◆ Shauna Stroup Harrison. She would like the Council to look at the sewer map and hear more about the plan with the lack of sewer infrastructure, especially around Sykes Road and Gable Road. It's important to look at and create a long-term plan. She also wants clarification about how the Planning Commission voted. All of them voted in opposition except for one. There was discussion about putting a moratorium on building. She has advocated her concerns about growth and affordability. She is really concerned about the sewer backing up.

- ◆ Brady Preheim. Commended City Council on placing Finance Director Brown on administrative leave. It took them too long to do it. It should have happened when he refused to ask a simple question from the Council President. And recently he tried to gaslight the Public Works Director, Mayor, and Council President. Regarding the Planned Development Overlay, it should not be allowed. They should follow their guidelines and the Planning Commission recommendation.
- ◆ Tina Curry. Tourism update:
 - 4th of July
 - Thanked everyone for participating and making it a special day
 - Judy Thompson and her team
 - Public Works
 - CERT
 - Parking
 - Cascades
 - American Heritage Girls OR3130
 - Scouts
 - People had fun
 - It costs \$35,000 - 40,000 for the event
 - The only garbage the next day was from private fireworks. Everyone packed in and packed out their own garbage.
 - They only had three garbage bags and three rolls of toilet paper in the bathrooms, which created some problems.
 - Vending machine installed and is great
 - Penny press machine at Molly's Market
 - 13 Nights on the River is going well. There is turbulence with teenagers, which is a challenge.
 - Sandcastle competition is the first weekend of August. Hoping the boat arrives in time.
 - Spirit of Halloweentown ticket sales have begun. People can make holiday money by working on the weekends.

DELIBERATIONS

1. **Planned Development (Zoning Overlay) located SE of the Intersection of Pittsburg Road and Meadowview Drive (Comstock)**

Mayor Scholl stepped out.

City Planner Graichen reported that Planning Commission recommends:

- The one-acre piece and 11-acre piece be used together in a Planned Development proposal
- The minimum lot size be 7,000 sq. ft.
- The side yard setback follows the R7 requirements

The applicant is requesting:

- No limitation on the side yard setbacks
- Allow an average lot size of 7,000 sq. ft.
- Restrict the minimum lot size to 5,000 sq. ft.

Council needs to determine if they are going to uphold the Planning Commission's recommendation or do something different.

Councilor Birkle attended the Planning Commission meeting as a Council liaison. His admiration goes to everyone who stuck with it the entire six-hour meeting. He understands how strongly people feel about the community, their houses, and their property. However, he is disturbed by people trying to get into

the minds or motivations of people. The Comstock family is trying to do their best. They have to consider that citizens have the right to develop their property. Of course, they have to follow zones and laws. The Commission's deliberation was thoughtful. He appreciates that folks come to speak. The wellbeing and safety of the citizens is taken to heart.

Councilor Topaz talked about how they had voted on R7 zoning during the annexation hearing. Now they are negotiating something else? Graichen said the annexation determines zoning. The overlay is another tool. Do you allow it? If so, that's when they discuss the parameters as presented this evening.

Councilor Chilton agreed with Councilor Topaz. She was under the impression that they would stay with 7,000 sq. ft. lots. She agrees with the Planning Commission recommendation.

Councilor Birkle recalls the discussion of R7 during the annexation hearing. He appreciates the thought of proposing 7,000 sq. ft. average lots. Doing some quick math, there would have to be a lot of larger lots. It doesn't seem to make a difference in the number of lots. He is inclined to support the Planning Commission recommendation.

Council President Morten talked about the amount of time involved with this. He commends those who have come repeatedly. When he ran for Council, he wanted to raise the bar for a standard of living and keep it high for those who have raised the bar. Government can be confusing, and he wants to keep it simple. He agrees with keeping the lots at a 7,000 sq. ft. minimum.

Motion: Motion made by Councilor Birkle and seconded by Councilor Topaz to uphold the recommendation of the Planning Commission. **Vote:** Yea: Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

Councilor Birkle believes that Jeanne Morain is sincere in her desire to develop the property in a manner that fits the memory of her father-in-law.

Graichen reported that the decision is adopted by ordinance, which should occur over the next two meetings. He explained the appeal process.

A member from the audience asked when there would be discussion about the sewer lines. Councilor Chilton said they already had the discussion. It was then asked why they are approving subdivisions if they know it is an issue. Graichen said this is the first subdivision since the Sewer Master Plan was adopted. It is something new to consider.

Council President Morten reminded them that this is deliberations.

Councilor Topaz asked where the seven-foot side setback came from. Graichen responded that it has been in the Code since the 1970's.

Council President Morten turned the meeting back over to Mayor Scholl.

RESOLUTIONS

- 2. Resolution No. 1962:** A Resolution of the Common Council of the City of St. Helens, Oregon, in Support of Assisted Housing Programs

Mayor Scholl read Resolution No. 1962 by title **Motion:** Motion made by Council President Morten and seconded by Councilor Topaz to adopt Resolution No. 1962. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

- 3. PUBLIC COMMENT - Increase in Garbage & Recycling Rates**

- ◆ Brady Preheim. He understands that rates increase. However, he is opposed to making it retroactive. There should be at least a 30-day notice. They are a monopoly, but you do have a choice to take it to the dump. It would be nice if their billing system worked well. You don't get a bill if you do online pay.

Resolution No. 1963: A Resolution Establishing Garbage and Recycling Rates and Superseding Resolution No. 1926

Motion: Motion made by Council President Morten and seconded by Councilor Chilton to adopt Resolution No. 1963.

Discussion.

Councilor Birkle agreed with Brady. It should not be retroactive.

City Administrator Walsh said they have been talking about the rate increase for a while. The July 6th Council meeting was cancelled, and they didn't have time to get it on the June 15th agenda.

Josh Brown, Hudson Garbage. He will look into the billing system. There have been some challenges with the auto bill pay. They bill in arrears. The services for July have not been paid yet. He understands the public's concern for the retroactive billing. They can make it effective August 1st. They are suffering through the struggling economy as well.

Councilor Chilton acknowledged Hudson Garbage being a great community partner. She thanked them for their service.

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

AWARD BID/CONTRACT

4. Award Bid for 'Salmon' Timber Sale to Interfor U.S. Timber Inc. in the amount of \$664.57 per 1,000 Board Feet

Motion: Motion made by Councilor Chilton and seconded by Councilor Birkle to approve '4' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

5. Extension of Agreement with Structural Nexus LLC for Structural Plan Review Services
6. Agreement with Richard Oberdorfer for Pro Tem Judicial Services
7. Final Plat for Columbia Commons Subdivision
8. Exclusive Negotiation Agreement with US Ecology Holdings, Inc.

Councilor Topaz objects to the US Ecology Holdings contract. He does not know how much money that will involve. There are details that have been presented at other meetings that will affect that and have not been included in discussions. It's about \$300,000 million. He asked if he could read the cost of moving stuff into the lagoon. Mayor Scholl said no, they are not here to do that. Councilor Topaz said it has to do with the US Ecology and what it will take to move stuff into that lagoon. Both Councilor Chilton and Councilor Birkle said they have not even gotten to that point yet. Councilor Topaz argued that they better do it now. Mayor Scholl clarified that this is only bringing the process public.

Motion: Motion made by Council President Morten and seconded by Councilor Birkle to approve '5' through '8' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Chilton; Nay: Councilor Topaz

APPOINTMENTS TO CITY BOARDS OR COMMISSIONS

9. Appoint Aaron Martin and Lynne Pettit to the Library Board

Councilor Topaz reported that Lynne Pettit is already serving on the Parks & Recreation Commission. Council would need to vote to allow her to serve on two boards.

Motion: Motion made by Councilor Topaz and seconded by Councilor Chilton to appoint Lynne Pettit to the Library Board and allow her to serve on two boards.

Discussion.

Councilor Birkle asked how many applications they received for the Library Board. Library Director Bishop responded that they received two applications for three positions.

Council President Morten explained that this discussion was had before. They could limit that position to serve only one term, giving other people in the community the opportunity to serve. They could also re-advertise to seek more interest. Lynne is a good choice and will serve the Library Board well.

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

Motion: Motion made by Councilor Topaz and seconded by Councilor Chilton to appoint Aaron Martin to the Library Board. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

CONSENT AGENDA FOR ACCEPTANCE

10. Library Board Minutes dated April 11 and June 13, 2022
11. Planning Commission Minutes dated May 10, 2022
12. Budget Committee Minutes dated April 13 and 27, 2021 and May 12, 2022

Motion: Motion made by Councilor Chilton and seconded by Councilor Topaz to approve '10' through '12' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

CONSENT AGENDA FOR APPROVAL

13. Council Work Session and Regular Session Minutes dated June 1, 2022
14. OLCC Licenses
15. Accounts Payable Bill Lists

Motion: Motion made by Councilor Topaz and seconded by Councilor Birkle to approve '13' through '15' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

WORK SESSION ACTION ITEMS

Docks

Mayor Scholl agreed with the request to allow boaters to stay longer.

Council President Morten is in favor of extending the stay to five days.

Councilor Topaz is also in favor of extending the stay to five days. He would also like to discuss boaters who are only here for a short time.

Councilor Chilton is concerned about making changes when they haven't even gone through the whole enforcement process. How close are they to filling the harbor master position? Walsh said the harbor master will enforce whatever the Council says. This is to determine the number of days allowed to stay. The State has a maximum stay of 14 days in 30.

Councilor Birkle agreed with extending the days. However, he would be more comfortable making the decision at another meeting. There are no upcoming events that would urge a decision. Mayor Scholl pointed out that the Sandcastle Competition is coming up.

Mayor Scholl is in favor of extending the stay to five days in a two-week period.

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to amend the dock stay limitation from three days to five days. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz; Abstaining: Councilor Chilton

Leak Adjustment

City Recorder Payne asked if the adjustment is the entire overage or half overage. Mayor Scholl said they agreed on waiving the overage and directed Walsh to determine that amount.

LOC Priorities

Motion: Motion made by Councilor Birkle and seconded by Councilor Topaz to accept the staff recommendations for the LOC priorities. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

Psilocybin

Motion: Motion made by Councilor Birkle and seconded by Council President Morten to refer a two-year moratorium for implementation of the Psilocybin Measure 109 to the voters of St. Helens and direct legal counsel to write the resolution. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

COUNCIL MEMBER REPORTS

Council President Morten reported...

- He will bring an initiative from the Parks & Recreation Commission to the next meeting.

Councilor Topaz reported...

- In leu of things they can't talk about it, he would like a forensic audit done of the City's finances, contracts, etc.

Councilor Chilton reported...

- The sewer and infrastructure problems outlined in the Master Plan have not been forgotten. They have solutions underway to start fixing them, one of which is an increase to utility bills. It's not being ignored. She encouraged people to call Public Works if they want more information
- She will be having a baby at the end of the month and be going on maternity leave. She will miss the next coupe meetings but will stay active and check emails.

Councilor Birkle reported...

- Expressed appreciation to Council and staff, and all those who reached out with condolences for the passing of this father. When he took the oath of office and at every meeting, he wanted his dad to be proud. He was a wonderful model for integrity and pride. Whether people agree with what he decides, he does that with the intent of following his father's footsteps. The last month and a half have been difficult. He is glad to be back here.

MAYOR SCHOLL REPORTS

- 4th of July was great. It was a perfect night and perfect venue. There was a lot happening behind the scenes. He loves 4th of July.
- The Columbia County Fair is happening now.
- Asked how deliberations went. Councilor Birkle said they upheld the Planning Commission's recommendation. They approved the overlay but maintained the 7,000 sq. ft. lot size and seven-foot side setbacks. Mayor Scholl apologized to the lady for crossing her property.
- He was happy to see how deliberations went for Planning Commission. He was attending the meeting in support of his neighbor's variance. He is not receiving any kind of compensation from the developer.
- He is looking forward to the Sandcastle competition. The number of sandcastles has tripled this year. He hopes people respect them like they did last year.
- The Oregon Mayor's Association (OMA) Conference is coming up.

OTHER BUSINESS

City Planner Graichen pointed out the new aerial photo that will be mounted on the wall.

ADJOURN – 8:50 p.m.


Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

COUNCIL ACTION SHEET

To:	The Mayor and Members of City Council	
From:	Mouhamad Zaher, Public Works Director	
Date:	August 17, 2022	
Subject:	2021-2022 Cascade Reserve Allocation Annual Adjustment	

Background: The biochemical oxygen demand or BOD loading rate from the Cascades mill is reviewed annually in March and compared with the reserve allocation from the previous year per the terms of the Operation and Use Agreement. Last year the mill's percentage was 76.7. Data for the past year shows that the actual loading has increased to an average of 83.3%. (see table).

March 2021 – February 2022 Cascade BOD Loading					
	ME BOD	PE BOD	Total		
	Avg lbs/day	Avg lbs/day	Avg lbs/day	ME %	PE %
Mar-21	3172	1207	4379	72.44	27.56
Apr-21	4634	898	5532	83.77	16.23
May-21	5843	862	6705	87.14	12.86
Jun-21	5494	798	6292	87.32	12.68
Jul-21	5306	655	5961	89.01	10.99
Aug-21	5686	603	6289	90.41	9.59
Sep-21	4526	718	5244	86.31	13.69
Oct-21	6402	1040	7442	86.03	13.97
Nov-21	5333	1250	6583	81.01	18.99
Dec-21	6029	1350	7379	81.70	18.30
Jan-22	4986	1444	6430	77.54	22.46
Feb-22	5054	1484	6538	77.30	22.70
Totals	62465	12309	74774		
Averages	5205.42	1025.75	6231.17	83.3	16.7

**Abbreviations: BOD: Biochemical Oxygen Demand; ME: Mill Effluent; PE: Primary Effluent; Avg: Average; lbs: Pounds*

Recommendation: Adjust Cascades' reserve to 83.3% per the terms of the Operation and Use Agreement. This number is based on the average loading from Cascades compared to the loading from the City's Primary lagoon as outlined in section 9.2.3 in the Agreement. Per the Agreement, Cascades pays either the reserve minimum or for actual loading, whichever is higher.



Public Works Director

DEPARTMENT:	Public Works
DIVISION:	N/A
SUPERVISOR:	City Administrator
CLASSIFICATION:	Exempt (not overtime eligible)
UNION:	No
CONFIDENTIAL:	Yes

POSITION SUMMARY

The Public Works Director is a highly responsible executive level position and a key contributor to the City's leadership team. The Public Works Director performs complex managerial and professional work in planning, organizing, directing, and overseeing the operations of the City of St. Helens Public Works Department to maintain the quality and safety of the City's infrastructure and deliver associated programs and services reliably, efficiently, and cost effectively. The director provides leadership and strategic direction to the department, coordinates activities with other departments and outside agencies including, planning, organizing, directing, and coordinating the work of management, supervisory, professional, and technical personnel, and delegating authority and responsibility as necessary.

The Public Works Department is organized into five primary divisions: Engineering, Public Works Operations, Facilities Maintenance, and Water Quality which includes the Wastewater Treatment Plant and Water Filtration Plant.

SUPERVISION RECEIVED

Works under the broad policy guidance of the City Administrator.

SUPERVISION EXERCISED

Exercise direct supervision to all department personnel including management, supervisory, technical, and clerical staff.

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

- Assume full management responsibility for all public works department services and activities including engineering, water, wastewater, drainage utilities; streets, traffic engineering, and pavement management; construction management for public and private transportation and utility infrastructure projects within the city.
- Manage the development and implementation of department goals, objectives, policies, and priorities for each assigned service area; establish, within City policy, appropriate service, and staffing levels; allocate resources accordingly.
- Prepares and documents budget requests; administers adopted budget in assigned areas of responsibility.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.

- Serves as a member of Executive Leadership Team and participates on committees and task forces in citywide policy and management issues and other strategic initiatives.
- Develops written and oral instructions, as needed, to maintain effective working relationships with the public and City employees. Promotes harmony among City work groups.
- Coordinates departmental reviews of private project development proposals and plans for compliance with codes, regulations and standards, adequacy of permits, and compliance with approved plans.
- Consult and provide support to Human Resources during labor negotiations; ensure compliance of union contracts when determining and administering personnel actions.
- Coordinates the preparation of public improvement engineering plans and specifications, coordinates all required bid solicitations, and reviews all construction bids.
- Oversees public works projects to ensure contractor compliance with time and budget parameters.
- Oversees preparation and maintenance of the sanitary sewer, water, storm drainage, and street system maps, GIS systems, data bases, infrastructure management systems, and comprehensive plans.
- Responds to public or other inquiries relative to procedures on specific projects and other information.
- Coordinate department activities related to or impacting service areas of other departments and outside agencies, schools, and organizations.
- Establish and maintain effective working relationships with those contacted in the course of work including City and other government officials, community groups, the public, and media representatives.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- a. Undergraduate degree in civil engineering, public administration, or business from an accredited four-year university. Master's degree preferred.
- b. Five (5) years of broad experience in engineering or public works related positions with at least three (3) years in management role.
OR
- c. Any equivalent combination of education and experience.

KNOWLEDGE, SKILLS, AND ABILITIES

- a. General knowledge of civil engineering, principles, practices, and methods as applicable to a municipal setting; considerable knowledge of applicable City policies, laws, and regulations affecting department activities.
- b. Preparing and analyzing cost estimates on complex projects; skill in operating the listed tools and equipment.
- c. Ability to communicate effectively, orally, and in writing with employees, consultants, other governmental agency representatives, City officials, and the general public; ability to conduct necessary engineering research and compile comprehensive reports.

SPECIAL REQUIREMENTS

- a. Valid state driver's license or ability to obtain one prior to employment.
- b. Must be physically capable of moving about on construction work sites and under adverse field conditions.
- c. On call availability including afterhours and weekends to respond to public works emergencies, inclement weather disasters, and infrastructure challenges.
- d. Maintain and operate a City-issued emergency response vehicle.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing, spreadsheet, and data base and computer-aided-design software; standard drafting tools; GIS; emergency response motor vehicle; phone.

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.

Work performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites, or public works facilities. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

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

The employee must occasionally lift and/or move up to 25 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet to moderate.

EMPLOYEE ACKNOWLEDGMENT

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

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

I acknowledge that I have received a copy of the **Public Works Director** job description. I understand that it is my responsibility to adhere to the Essential Duties and Responsibilities as outlined within this job description.

My signature below is evidence that I have reviewed and concurred that the above detailed job description appropriately describes the work of the position, including essential job functions, the minimum education and experience required of the position, and the physical demands of the position.

Signatures:

Public Works Director

Date

Print Name: _____

City Administrator

Date

Expense Approval Register

APPKT00598 - AP 6.30.2022 BACK DATED FY 21-22



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Fund: 100 - GENERAL FUND						
SAIF CORPORATION	1000991228	06/30/2022	FINAL AUDIT VOLUNTARY	100-000-23001	3,795.15	
					Fund 100 - GENERAL FUND Total:	3,795.15
Fund: 202 - COMMUNITY DEVELOPMENT						
MASON BRUCE & GIRARD INC	31100	06/30/2022	ST. HELENS FOREST MANAGE...	202-724-52019	4,202.42	
MAUL FOSTER ALONGI INC	44543	06/30/2022	GOVERNANCE AND PUBLIC EN...	202-721-52019	4,468.75	
MAUL FOSTER ALONGI INC	44543	06/30/2022	ROSS ROAD PROPERTY DEVEL...	202-721-52019	600.00	
MAUL FOSTER ALONGI INC	44543	06/30/2022	WWTP LAGOON ON CALL SERV..	202-726-52019	1,512.50	
MAUL FOSTER ALONGI INC	48633	06/30/2022	PUBLIC ENGAGEMENT WATER...	202-726-52019	6,216.00	
MAUL FOSTER ALONGI INC	48634	06/30/2022	CENTRAL WATERFRONT SCOPE..	202-726-52019	7,437.02	
					Fund 202 - COMMUNITY DEVELOPMENT Total:	24,436.69
Fund: 205 - STREETS						
DAVID EVANS AND ASSOCIATE...	514579	06/30/2022	COLUMBIA BLVD. SIDEWALK	205-000-53001	794.84	
					Fund 205 - STREETS Total:	794.84
Fund: 301 - STREETS SDC						
DAVID EVANS AND ASSOCIATE...	514579	06/30/2022	COLUMBIA BLVD. SIDEWALK	301-000-53001	3,179.00	
					Fund 301 - STREETS SDC Total:	3,179.00
Fund: 703 - PW OPERATIONS						
SAIF CORPORATION	1000991228	06/30/2022	FINAL AUDIT VOLUNTARY	703-000-23001	421.68	
					Fund 703 - PW OPERATIONS Total:	421.68
					Grand Total:	32,627.36

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	3,795.15
202 - COMMUNITY DEVELOPMENT	24,436.69
205 - STREETS	794.84
301 - STREETS SDC	3,179.00
703 - PW OPERATIONS	421.68
Grand Total:	32,627.36

Account Summary

Account Number	Account Name	Expense Amount
100-000-23001	Payroll - Liability	3,795.15
202-721-52019	Professional Services	5,068.75
202-724-52019	Professional Services	4,202.42
202-726-52019	Professional Services	15,165.52
205-000-53001	Capital Outlay	794.84
301-000-53001	Capital Outlay	3,179.00
703-000-23001	Payroll - Liability	421.68
Grand Total:		32,627.36

Project Account Summary

Project Account Key	Expense Amount
None	32,627.36
Grand Total:	32,627.36

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
ARMSCOR CARTRIDGE INCOR...	15489	07/25/2022	FMJ / TARGET GUAGE	100-705-52001	2,959.47
SAIF CORPORATION	7.1.2022	07/25/2022	POLICY #26274	100-705-51015	1,276.76
COLUMBIA COUNTY ANIMAL ...	7.22.2022	07/25/2022	RESTITUTION COLE SNIDER	100-000-21000	70.00
WEX BANK	82561745	07/25/2022	POLICE FUEL PURCHASES	100-705-52022	6,394.70
WEX BANK	82561745	07/25/2022	REC TRANSIT VAN -3660	100-709-52022	102.92
WEX BANK	82561745	07/25/2022	BUILDING FUEL PURCHASES 2...	100-711-52022	62.11
AT&T MOBILITY	287302289330X07232022	07/26/2022	287302289330 POLICE PHONES	100-705-52010	1,701.22
COLUMBIA COUNTY COMM. J...	20226CSH	06/30/2022	WORK CREW	100-708-52019	1,125.00
CBM SYSTEMS LLC	222201	07/28/2022	JANITORIAL SERVICES	100-705-52023	1,019.95
CBM SYSTEMS LLC	222201	07/28/2022	JANITORIAL SERVICES	100-706-52023	2,000.00
CBM SYSTEMS LLC	222201	07/28/2022	JANITORIAL SERVICES	100-708-52023	127.85
CBM SYSTEMS LLC	222201	07/28/2022	JANITORIAL SERVICES	100-709-52023	152.76
CBM SYSTEMS LLC	222201	07/28/2022	JANITORIAL SERVICES	100-715-52023	1,269.80
CBM SYSTEMS LLC	222341	07/28/2022	JANITORIAL SERVICES	100-705-52023	1,019.95
CBM SYSTEMS LLC	222341	07/28/2022	JANITORIAL SERVICES	100-706-52023	2,000.00
CBM SYSTEMS LLC	222341	07/28/2022	JANITORIAL SERVICES	100-708-52023	127.85
CBM SYSTEMS LLC	222341	07/28/2022	JANITORIAL SERVICES	100-709-52023	152.76
CBM SYSTEMS LLC	222341	07/28/2022	JANITORIAL SERVICES	100-715-52023	1,269.80
DAHLGREN'S DO IT BEST BUIL...	7.25.2022	07/28/2022	BUILDING SUPPLIES ACCT 100...	100-708-52019	29.38
DAHLGREN'S DO IT BEST BUIL...	7.25.2022	07/28/2022	BUILDING SUPPLIES ACCT 100...	100-709-52001	24.98
DAHLGREN'S DO IT BEST BUIL...	7.25.2022	07/28/2022	BUILDING SUPPLIES ACCT 100...	100-709-52023	17.20
DCBS FISCAL SERVICES	7.28.2022	07/28/2022	STATE SURCHARE FEES BUILD...	100-000-20700	68,982.14
JAMIE EDWARDS - AP	7.29.2022	07/29/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	30.04
Fund 100 - GENERAL FUND Total:					91,916.64
Fund: 201 - VISITOR TOURISM					
COLUMBIA RIVER PUD	7.22.2022	07/25/2022	94111	201-000-52003	121.90
CITY OF ST. HELENS	INV0002823	07/25/2022	01-00178-001 MASONIC BUILD..	201-000-52003	43.83
Fund 201 - VISITOR TOURISM Total:					165.73
Fund: 203 - COMMUNITY ENHANCEMENT					
TERESA FOX	0000004	07/28/2022	FACE PAINTING	203-709-33005	60.00
CARLOS M SPISAK	023	07/28/2022	DAY CAMP EVENT	203-709-33005	200.00
CASE GIRL CREATIONS	7.27.2022	07/28/2022	COOKIE KITS	203-709-33005	210.00
HOPE WIRTA	7.27.2022	07/28/2022	PAINT DAY SUMMER ENRICH	203-709-52028	900.00
JOAN YOUNGBERG	INV0002873	07/28/2022	PAINT DAY SUMMER ENRICH...	203-709-52028	300.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					1,670.00
Fund: 205 - STREETS					
KITTELSON & ASSOCIATES	0128238	07/25/2022	PROJECT 235440 1ST & ST ST. ...	205-000-53001	2,493.76
Fund 205 - STREETS Total:					2,493.76
Fund: 601 - WATER					
H.D FOWLER COMPANY	I6143606	07/25/2022	MASTER METER ENHANCED R...	601-731-52001	31,518.87
H.D FOWLER COMPANY	I6150293	07/25/2022	MASTER METERS MS MULTI JE...	601-731-52001	2,317.59
H.D FOWLER COMPANY	I6162407	07/28/2022	HYDTRANT HOSE GATE VALVE	601-731-52001	655.86
Fund 601 - WATER Total:					34,492.32
Fund: 603 - SEWER					
DON'S RENTAL	571082	07/25/2022	PULLER DRUM	603-738-52001	12.24
BRIDGE TOWER OPCO LLC	745477200	07/25/2022	BID WWTP INFLUENT FLOWM...	603-000-53001	621.94
ALLSTREAM	18620517	07/28/2022	ALLSTREAM PHONE ACCT 754...	603-736-52010	25.99
ALLSTREAM	18620517	07/28/2022	ALLSTREAM PHONE ACCT 754...	603-737-52010	25.99
CBM SYSTEMS LLC	222201	07/28/2022	JANITORIAL SERVICES	603-736-52023	233.22
CBM SYSTEMS LLC	222341	07/28/2022	JANITORIAL SERVICES	603-736-52023	233.22
ALS GROUP USA CORP	36-51-587195-0	07/28/2022	NH3 AMMONIA SELECTIVE EL...	603-736-52064	50.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALS GROUP USA CORP	36-51-587195-0	07/28/2022	NH3 AMMONIA SELECTIVE EL...	603-737-52064	50.00
Fund 603 - SEWER Total:					1,252.60
Fund: 702 - INFORMATION SYSTEMS					
CENTURY LINK BUSINESS SERV...	300692375	07/25/2022	ACCT 88035002	702-000-52010	164.18
ALLSTREAM	18620517	07/28/2022	ALLSTREAM PHONE ACCT 754...	702-000-52010	51.99
Fund 702 - INFORMATION SYSTEMS Total:					216.17
Fund: 703 - PW OPERATIONS					
WEX BANK	82561745	07/25/2022	PW CHEROKEE 6555	703-734-52022	841.03
KELLY CONNECT	IN1087831	07/25/2022	36 X 150 DOUBLE MATTE FILM	703-733-52001	394.71
EMMERT CHEVERLET BUICK INC	42745	07/28/2022	AUTO REPAIR SILVERADO 2013	703-739-52099	694.91
DAHLGREN'S DO IT BEST BUIL...	7.25.2022	07/28/2022	BUILDING SUPPLIES ACCT 100...	703-734-52001	18.68
LAWSON PRODUCTS	9309739056	07/28/2022	MATERIALS	703-739-52099	258.53
Fund 703 - PW OPERATIONS Total:					2,207.86
Fund: 704 - FACILITY MAJOR MAINTNANCE					
KJ SECURITY SOLUTIONS & LO...	0005800	07/25/2022	RIM CYLINDER SCI	704-000-53018	110.00
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					110.00
Grand Total:					134,525.08

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	91,916.64
201 - VISITOR TOURISM	165.73
203 - COMMUNITY ENHANCEMENT	1,670.00
205 - STREETS	2,493.76
601 - WATER	34,492.32
603 - SEWER	1,252.60
702 - INFORMATION SYSTEMS	216.17
703 - PW OPERATIONS	2,207.86
704 - FACILITY MAJOR MAINTNANCE	110.00
Grand Total:	134,525.08

Account Summary

Account Number	Account Name	Expense Amount
100-000-20700	Building - State Surcharge	68,982.14
100-000-21000	Court - Restitution	70.00
100-705-51015	Other Benefits	1,276.76
100-705-52001	Operating Supplies	2,959.47
100-705-52010	Telephone	1,701.22
100-705-52022	Fuel	6,394.70
100-705-52023	Facility Maintenance	2,039.90
100-706-52023	Facility Maintenance	4,000.00
100-707-52001	Operating Supplies	30.04
100-708-52019	Professional Services	1,154.38
100-708-52023	Facility Maintenance	255.70
100-709-52001	Operating Supplies	24.98
100-709-52022	Fuel	102.92
100-709-52023	Facility Maintenance	322.72
100-711-52022	Fuel	62.11
100-715-52023	Facility Maintenance	2,539.60
201-000-52003	Utilities	165.73
203-709-33005	Grants	470.00
203-709-52028	Projects & Programs	1,200.00
205-000-53001	Capital Outlay	2,493.76
601-731-52001	Operating Supplies	34,492.32
603-000-53001	Capital Outlay	621.94
603-736-52010	Telephone	25.99
603-736-52023	Facility Maintenance	466.44
603-736-52064	Lab Testing	50.00
603-737-52010	Telephone	25.99
603-737-52064	Lab Testing	50.00
603-738-52001	Operating Supplies	12.24
702-000-52010	Telephone	216.17
703-733-52001	Operating Supplies	394.71
703-734-52001	Operating Supplies	18.68
703-734-52022	Fuel	841.03
703-739-52099	Equipment Operations	953.44
704-000-53018	Capital Outlay - City Hall	110.00
Grand Total:	134,525.08	

Project Account Summary

Project Account Key	Expense Amount
None	134,525.08
Grand Total:	134,525.08

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
A + ENGRAVING LLC	1345	08/01/2022	S. HARTLEY RETIREMENT PLA...	100-702-52028	48.00
LUCY HEIL ATTORNEY AT LAW	JUNE /JULY 2022	08/01/2022	LEGAL SERVICES	100-704-52019	3,600.00
METRO PRESORT	IN645888	08/03/2022	UB BILL PRINTING	100-707-52008	594.03
HUDSON GARBAGE SERVICE	122988015046	08/04/2022	1554- TRASH PUBLIC LIBRARY	100-706-52003	80.93
HUDSON GARBAGE SERVICE	122990115046	08/04/2022	7539- TRASH CITY HALL 265 ST...	100-715-52023	118.68
HUDSON GARBAGE SERVICE	122990145046	08/04/2022	7598- TRASH MCCORMICK ARK	100-708-52023	949.44
HUDSON GARBAGE SERVICE	122990165046	08/04/2022	7636- TRASH COL VIEW PARK ...	100-708-52023	265.76
HUDSON GARBAGE SERVICE	122994665046	08/04/2022	5273- TRASH REC CENTER CH...	100-709-52023	70.55
HUDSON GARBAGE SERVICE	22990125046	08/04/2022	2046-1287547 - POLICE GARB...	100-705-52023	108.30
MICHELE KARMARTSANG	7.22.2022	08/04/2022	OR LIB ASSOC SUPPORT STAFF...	100-706-52018	108.75
VERIZON	9911633195	08/04/2022	CRYSTAL KING	100-701-52010	46.15
VERIZON	9911633195	08/04/2022	CRYSTAL KING	100-701-52010	40.01
VERIZON	9911633195	08/04/2022	MAYOR SCHOLL IPAD	100-703-52001	40.01
VERIZON	9911633195	08/04/2022	PD JETPACK1	100-705-52010	40.01
VERIZON	9911633195	08/04/2022	PD JETPACK2	100-705-52010	40.05
VERIZON	9911633195	08/04/2022	SUZANNE BISHOP	100-706-52003	167.51
VERIZON	9911633195	08/04/2022	CAMERON PAGE	100-708-52010	36.15
VERIZON	9911633195	08/04/2022	TORY SHELBY	100-708-52010	36.15
VERIZON	9911633195	08/04/2022	RECREATION CENTER	100-709-52010	50.01
VERIZON	9911633195	08/04/2022	RECREATION CENTER	100-709-52010	40.01
VERIZON	9911633195	08/04/2022	REC PHONE	100-709-52010	37.01
VERIZON	9911633195	08/04/2022	DARIN COX - BUILDING DEPT I...	100-711-52010	60.01
VERIZON	9911633195	08/04/2022	BUILDING DEPT IPAD	100-711-52010	40.01
VERIZON	9911633195	08/04/2022	CONSTRUCTION INSPECTOR	100-711-52010	40.01
VERIZON	9911633195	08/04/2022	JOHN HICKS	100-711-52010	50.01
VERIZON	9911633195	08/04/2022	MIKE DEROIA	100-711-52010	73.41
ST. HELENS SCHOOL DISTRICT	INV0002882	08/04/2022	2022 2ND QUARTER CET PAY...	100-000-20400	6,620.75
TYLER TECHNOLOGIES INC	025-386419	08/05/2022	UB CALLS	100-707-52001	34.70
RICOH USA INC	106260556	08/05/2022	POLICE EQUIPMENT LEASE 14...	100-705-52001	455.17
OCCUPATIONAL SAFETY HEAL...	1461	08/05/2022	EXPOSURE EXAM	100-705-52019	366.25
CHAVES CONSULTING INC	211212	08/05/2022	MONTHLY USER FEE PER USER...	100-702-52019	185.10
OREGON PATROL SERVICE	8297	08/05/2022	COURT SERVICES	100-704-52019	831.78
NET ASSETS	95-202207	08/05/2022	ESCROW TITLE SERVICES	100-707-52019	364.00
CODE PUBLISHING	GC0008168	08/05/2022	MUNI CODE WEB UPDATE	100-702-52019	386.25
BRENDA BROWN	INV0002888	08/05/2022	REFUND WATER BILL	100-000-10101	3.00
OMA	R17434	08/05/2022	OMA MEMBER REGISTRATION...	100-703-52018	375.00
Fund 100 - GENERAL FUND Total:					16,402.96
Fund: 201 - VISITOR TOURISM					
HUDSON GARBAGE SERVICE	122992175046	08/04/2022	8526 13 NIGHTS ON THE RIVER	201-000-52028	765.63
E2C	4474	08/04/2022	PRODUCT	201-000-52028	28,000.00
CITY OF ST. HELENS	INV0002883	08/04/2022	01-00178-001 MASONIC BUILD..	201-000-52003	43.83
Fund 201 - VISITOR TOURISM Total:					28,809.46
Fund: 203 - COMMUNITY ENHANCEMENT					
BOBBIE JO KING	000003	08/04/2022	ST. HELENS COMMUNITY CEN...	203-709-52028	900.00
CARLOS M SPISAK	025	08/04/2022	FAMILY GAME NIGHT SNACKS ...	203-709-52028	44.00
CARLOS M SPISAK	027	08/04/2022	DAY CAMP 8/2-8/12	203-709-52028	1,400.00
SHOE STRING COMMUNITY PL...	INV0002877	08/04/2022	THEATER CAMP	203-709-52028	1,008.00
RON BAXTER	INV0002878	08/04/2022	UMPIRING ADULT SOFTBALL	203-709-52028	210.00
NICOLE R FLORES	INV0002879	08/04/2022	UMPIRING ADULT SOFTBALL	203-709-52028	630.00
MIKE WATSON	INV0002880	08/04/2022	UMPIRING ADULT SOFTBALL	203-709-52028	105.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					4,297.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 205 - STREETS					
ENVIROAD LLC	7636	08/01/2022	EARTHBIND STABILIZER	205-000-52001	7,968.30
Fund 205 - STREETS Total:					7,968.30
Fund: 302 - WATER SDC					
DONOVAN ENTERPRISES INC	1457	08/05/2022	WATER SEWER STORM RATE ...	302-000-52019	1,400.37
Fund 302 - WATER SDC Total:					1,400.37
Fund: 601 - WATER					
NORTHSTAR CHEMICAL	229832	08/01/2022	SODIUM HYPOCHLORITE 12.5%	601-732-52083	708.50
VERIZON	9911633195	08/04/2022	JOHN SAVAGE	601-732-52010	46.98
BROWN AND CALDWELL	157213	08/05/2022	NPDES PERMITTING	601-731-52019	959.00
BRENDA BROWN	INV0002888	08/05/2022	REFUND WATER BILL	601-000-10101	29.83
Fund 601 - WATER Total:					1,744.31
Fund: 603 - SEWER					
HUDSON GARBAGE SERVICE	122988925046	08/04/2022	8333- TRASH WWTP 451 PLY...	603-736-52023	141.40
HUDSON GARBAGE SERVICE	122988925046	08/04/2022	8333- TRASH WWTP 451 PLY...	603-737-52023	141.40
VERIZON	9911633195	08/04/2022	STEWART HARTLEY	603-736-52010	12.04
VERIZON	9911633195	08/04/2022	AARON KUNDERS	603-736-52010	12.05
VERIZON	9911633195	08/04/2022	SAM ORTIZ	603-736-52010	16.65
VERIZON	9911633195	08/04/2022	AARON KUNDERS	603-737-52010	12.04
VERIZON	9911633195	08/04/2022	SAM ORTIZ	603-737-52010	16.69
VERIZON	9911633195	08/04/2022	STEWART HARTLEY	603-737-52010	12.05
VERIZON	9911633195	08/04/2022	SAM ORTIZ	603-738-52010	16.67
VERIZON	9911633195	08/04/2022	AARON KUNDERS	603-738-52010	12.06
VERIZON	9911633195	08/04/2022	STEWART HARTLEY	603-738-52010	12.06
COLUMBIA RIVER PUD	8.1.2022	08/05/2022	38633 594 S 9 ST POWER	603-737-52003	13,825.55
BRENDA BROWN	INV0002888	08/05/2022	REFUND WATER BILL	603-000-10101	26.16
Fund 603 - SEWER Total:					14,256.82
Fund: 702 - INFORMATION SYSTEMS					
COMCAST	7.21.2022	08/01/2022	COMCAST CABLE 8778108990...	702-000-52003	1,620.01
VERIZON	9911633195	08/04/2022	MATT FUNK	702-000-52010	63.11
Fund 702 - INFORMATION SYSTEMS Total:					1,683.12
Fund: 703 - PW OPERATIONS					
HUDSON GARBAGE SERVICE	122990135046	08/04/2022	7555- TRASH PW 984 OR ST	703-734-52023	175.30
HUDSON GARBAGE SERVICE	122995515046	08/04/2022	CASCADES TISSUE SITE	703-734-52023	135.96
VERIZON	9911633195	08/04/2022	SHARON DARROUX	703-733-52010	51.90
VERIZON	9911633195	08/04/2022	TIM UNDERWOOD	703-733-52010	50.01
VERIZON	9911633195	08/04/2022	PW SPARE2	703-734-52010	40.01
VERIZON	9911633195	08/04/2022	MOUHAMAD ZAHER	703-734-52010	50.01
VERIZON	9911633195	08/04/2022	DAVE ELDER	703-734-52010	50.01
VERIZON	9911633195	08/04/2022	PW SPARE 3	703-734-52010	40.01
VERIZON	9911633195	08/04/2022	JULIAN ZIRKLE	703-734-52010	37.05
VERIZON	9911633195	08/04/2022	SCOTT HARRINGTON	703-734-52010	18.39
VERIZON	9911633195	08/04/2022	CURT LEMONT	703-734-52010	18.39
VERIZON	9911633195	08/04/2022	SCOTT WILLIAMS	703-734-52010	50.01
VERIZON	9911633195	08/04/2022	PW SPARE 4	703-734-52010	40.01
VERIZON	9911633195	08/04/2022	ROGER STAUFFER	703-734-52010	50.01
VERIZON	9911633195	08/04/2022	ALEX BIRD	703-734-52010	50.01
VERIZON	9911633195	08/04/2022	RYAN POWERS	703-734-52010	50.01
VERIZON	9911633195	08/04/2022	ETHAN STERLING	703-734-52010	50.01
VERIZON	9911633195	08/04/2022	BUCK TUPPER	703-734-52010	73.11
VERIZON	9911633195	08/04/2022	BRETT LONG	703-734-52010	50.01
VERIZON	9911633195	08/04/2022	PW SPARE	703-734-52010	40.01
COLUMBIA RIVER FIRE AND RE...	22-06 JUNE	06/30/2022	SHARED COST JOINT MAINT F...	703-739-52099	2,420.12
SCAPPOOSE CHIROPRACTIC PC	8.2.2022	08/05/2022	CDL PHYSICALS	703-734-52019	125.00
LANE COUNCIL OF GOVERNMENT...	84512	08/05/2022	APRIL -JUN 2022 ABOR HOURS	703-734-52014	350.00
Fund 703 - PW OPERATIONS Total:					4,015.35
Grand Total:					80,577.69

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	16,402.96
201 - VISITOR TOURISM	28,809.46
203 - COMMUNITY ENHANCEMENT	4,297.00
205 - STREETS	7,968.30
302 - WATER SDC	1,400.37
601 - WATER	1,744.31
603 - SEWER	14,256.82
702 - INFORMATION SYSTEMS	1,683.12
703 - PW OPERATIONS	4,015.35
Grand Total:	80,577.69

Account Summary

Account Number	Account Name	Expense Amount
100-000-10101	Claim On Cash - General F...	3.00
100-000-20400	Building - Excise Tax	6,620.75
100-701-52010	Telephone	86.16
100-702-52019	Professional Services	571.35
100-702-52028	Projects & Programs	48.00
100-703-52001	Operating Supplies	40.01
100-703-52018	Professional Development	375.00
100-704-52019	Professional Services	4,431.78
100-705-52001	Operating Supplies	455.17
100-705-52010	Telephone	80.06
100-705-52019	Professional Services	366.25
100-705-52023	Facility Maintenance	108.30
100-706-52003	Utilities	248.44
100-706-52018	Professional Development	108.75
100-707-52001	Operating Supplies	34.70
100-707-52008	Printing	594.03
100-707-52019	Professional Services	364.00
100-708-52010	Telephone	72.30
100-708-52023	Facility Maintenance	1,215.20
100-709-52010	Telephone	127.03
100-709-52023	Facility Maintenance	70.55
100-711-52010	Telephone	263.45
100-715-52023	Facility Maintenance	118.68
201-000-52003	Utilities	43.83
201-000-52028	Projects & Programs	28,765.63
203-709-52028	Projects & Programs	4,297.00
205-000-52001	Operating Supplies	7,968.30
302-000-52019	Professional Services	1,400.37
601-000-10101	Claim On Cash - Water	29.83
601-731-52019	Professional Services	959.00
601-732-52010	Telephone	46.98
601-732-52083	Chemicals	708.50
603-000-10101	Claim On Cash - Sewer	26.16
603-736-52010	Telephone	40.74
603-736-52023	Facility Maintenance	141.40
603-737-52003	Utilities	13,825.55
603-737-52010	Telephone	40.78
603-737-52023	Facility Maintenance	141.40
603-738-52010	Telephone	40.79
702-000-52003	Utilities	1,620.01
702-000-52010	Telephone	63.11
703-733-52010	Telephone	101.91
703-734-52010	Telephone	707.06
703-734-52014	Recruiting Expenses	350.00
703-734-52019	Professional Services	125.00
703-734-52023	Facility Maintenance	311.26

Account Summary

Account Number	Account Name	Expense Amount
703-739-52099	Equipment Operations	2,420.12
	Grand Total:	80,577.69

Project Account Summary

Project Account Key	Expense Amount	
None	80,577.69	
	Grand Total:	80,577.69