



COUNCIL REGULAR SESSION

Wednesday, June 15, 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*

ORDINANCES – *Final Reading*

- 1. Ordinance No. 3285:** An Ordinance Amending St. Helens Municipal Code Section 8.28 regarding Use of the City Docks

RESOLUTIONS

- 2. Resolution No. 1958:** A Resolution Authorizing a Transfer of Appropriations within a Fund for Fiscal Year 2021-2022
- 3. Resolution No. 1959:** A Resolution of the City of St. Helens Declaring the City's Election to Receive State Revenues
- 4. Resolution No. 1960:** A Resolution of the Common Council of the City of St. Helens, Oregon Adopting Budget, Making Appropriations, and Levying Taxes for the Fiscal Year Beginning July 1, 2022

AWARD BID/CONTRACT

- 5.** Award Bid for 2022 Paving Overlay and Patching Project to TFT Construction, Inc. in the Amount of \$369,846.14

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 6.** Extension of Agreement with Mason, Bruce & Girard for Forestry Management Services
- 7.** Extension of Agreement with Brown and Caldwell for Consulting Services to Help Facilitate the New NPDES Permit Renewal Negotiations and Implementation
- 8.** Maintenance Assistance Grant Agreement with Oregon State Marine Board to Receive Federal and State Grant Funds

CONSENT AGENDA FOR APPROVAL

- 9.** Amended Code Enforcement Officer Job Description
- 10.** OLCC Licenses

[11.](#) 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/82191871479?pwd=U1piRkVhUFRmWHR2cURWRXQ3eGM1Zz09>

Meeting ID: 821 9187 1479

Passcode: 714277

Dial: 253-215-8782

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. 3285

AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE CHAPTER
8.28 REGARDING USE OF THE CITY DOCKS

WHEREAS, the City of St. Helens seeks to improve the recreational boating experience at the city docks; and

WHEREAS, a group of engaged citizens and stakeholders has come together to make recommendations to City Council focusing on improving safety, and encouraging the enjoyment of boating to, and in, the vicinity of St. Helens on the Lower Columbia River; and

WHEREAS, the proposed code section amendments are required so that use expectations are clear and so that the City may educate boaters and minimize unsafe activity.

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

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

Section 2. The St. Helens Municipal Code Chapter 8.28 is amended to reflect the proposed changes, attached as **Exhibit A** and incorporated herein by this reference.

Read the first time: June 1, 2022
Read the second time: June 15, 2022

APPROVED AND ADOPTED by the City Council this 15th day of June 2022, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

Chapter 8.28

CITY DOCKS AND WATERWAYS

Sections:

- 8.28.010 Purpose.
- 8.28.020 Definitions.
- 8.28.030 Use of city docks and waterways.
- 8.28.040 Time limitations.
- 8.28.050 Commercial use of city docks.
- 8.28.052 Public assembly exemption.
- 8.28.054 Registration and commercial moorage agreements.
- 8.28.056 Fees and charges.
- 8.28.060 Prohibited activities.
- ~~8.28.070 Sanitation and waste disposal.~~
- 8.28.072 Abandoned and derelict vessels.
- ~~8.28.074 Hazardous vessels.~~
- 8.28.080 Penalties.
- 8.28.090 Inspection and citation.
- 8.28.100 Impoundment/tow.
- 8.28.110 Additional remedies.
- 8.28.120 Exclusion

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8.28.010 Purpose.

The purpose of this chapter is to assure ~~responsible use of access to~~ city docks and waterways by setting ~~conduct expectations and implementing~~ reasonable time limitations ~~on moorage at the docks~~ and to preserve the recreational purpose of the docks and waterways by limiting their use to ~~registered recreational boats or vessels.~~ (Ord. 2888 § 1, 2003)

8.28.020 Definitions.

~~(1) "Abandoned vessel" means a vessel that has been left without authorization on public or private land, the waters of this state, or any other water. (1) "Abandoned vessel" means a vessel left at the city docks in violation of the time limitations in SHMC 8.28.040 or that otherwise is not authorized to use a city dock as provided in this code or state law.~~

(2) "City" means the city of St. Helens.

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(3) "City administrator" means the person holding the position of city administrator or ~~any agent, employee, or designee authorized to perform the duties of this chapter by the city administrator.~~

(4) "City docks" means all public docks operated by the city of St. Helens, including the Courthouse Docks, Sand Island Marine Park North, and Sand Island Marine Park.

(5) "Commercial" means any profession, trade, occupation, shop, or any calling carried on for profit or livelihood, including but not limited to the rental of commercial or residential property, and those working as independent contractors, whether or not the contractor is paid on an hourly or job basis.

(6) "Hazardous vessel" means any vessel which is unseaworthy or which is in such a state of disrepair that the environment, life, or property could become endangered if such state is unduly prolonged; any vessel which presents a hazard to navigation.

~~(7) "Derelict vessel" means a vessel that is within city waterways on the waters of this state and that is:~~

~~(a) Sunk or in imminent danger of sinking;~~

~~(b) Obstructing a waterway;~~

~~(c) Endangering life or property; or~~

~~(d) In such dilapidated condition that it is in danger of becoming a significant environmental hazard as evidenced by repeated and documented instances of leaking fuel, sewage, or other pollutants.~~

~~(8) "Moorage" means any place where a vessel is anchored, made fast to a dock, or laid alongside another vessel made fast to a dock, including side and multi-side ties.~~

~~(8) "Moorage agreement" means a commercial agreement entered into between the city of St. Helens and an owner/operator authorizing use of docks and waterways.~~

(9) "Owner/operator" means a person who claims, expressly or otherwise, to have lawful care, custody, control, or possession of a vessel by legal title, equitable interest, lease or charter, or by any other method or manner giving the person lawful care, custody, control or possession of a vessel.

(10) "Person" means an individual, a partnership, corporation, association, or other legal entity recognized by the state of Oregon.

(11) "Recognized boating or yachting organization" means any active, incorporated nonprofit boating or yachting ~~association organization~~ that provides written notice of incorporation to the city administrator.

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(12) "Unoccupied vessel" means a vessel that is without occupant for a period of four or more hours.

(13) "Vessel" means every type of watercraft. (Ord. 3239 § 2 (Exh. A), 2019; Ord. 3087 § 1, 2008; Ord. 2888 § 2, 2003)

(14) "Waterway" means those state-owned submerged and submersible lands as further described in that certain Submerged and Submersible Land Lease 10474-ML, dated July 1, 2021, as amended from time to time, between the State of Oregon, by and through its Department of State Lands, and the city.

8.28.030 Use of city docks and waterways.

(1) Use of city docks and waterways includes the following:

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(a1) Mooring or tying a vessel directly to a city dock;

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(b2) Locating Mooring a vessel within city waterways within five feet of a city dock;

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(c3) Mooring or tying a vessel to a vessel which is moored or tied to a city dock or located within city waterway five feet of a city dock;

(d4) Mooring or tying a vessel to one or more of a group of vessels, one of which is moored or tied to a dock or located within five feet of a city dock. Vessels moored or tied to city docks shall be limited to three abreast, or not more than 40' on each side of the city dock;

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(e5) Fishing in designated fishing zones. (Ord. 3087 § 2, 2008; Ord. 2888 § 3, 2003)

62) All vessels engaged in "use" of using city docks and waterways as outlined above must comply with the following conditions:

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(a) Vessels must have current title, license and registration with the applicable state authority.

(b) Vessels shall be maintained in seaworthy condition, kept neat and clean of debris, and fully operable at all times be completely without hazardous conditions, must be operational and have current title, license and registration, as determined solely by the city administrator or designee, and be ready for cruising in local waters.

(c) Hazardous vessels Any vessel deemed unseaworthy, as determined by the city administrator or designee, may be boarded to allow for further inspection in order to prevent hazard danger to the environment, life, or property to the docks or waters.

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(d) Derelict or hazardous vessels which, because of their size, condition, or construction, are deemed by the city administrator or designee to be hazardous to city property or waterways or other vessels, may be denied moorage or have their moorage immediately terminated. In the event of moorage termination, the owner/operator must remove the vessel from the dock immediately. Provided, however, that the city administrator or designee, may take, at the owner/operator's expense, all actions necessary, including hauling the vessel out of the water, if the city administrator or designee believes that the vessel is in immediate danger of sinking or damaging other property deems vessel to be derelict. The city administrator or designee may require the moorage customer/owner/operator to provide, at no cost to the city, additional information to establish seaworthiness.

(d) Owner/operator shall keep the vessel in seaworthy condition and fully operable at all times while in the water and shall secure and otherwise attend to the needs of the vessel.

(e) Any Derelict or hazardous vessels which, in the opinion of the city administrator or designee, is in danger of sinking, sustaining any other damage, or is a hazard to any other vessel or the premises, may be immediately, and without notice, be moved and may be placed in storage ashore. All expenses and risk of loss or damage resulting therefrom shall be borne the sole responsibility by of the vessel owner/operator, as shall the cost of any salvage services rendered by the city.

(f) All vessels moored in city leased waterways, on or adjacent to city docks must be kept neat and clean of debris and in an uncluttered state. (f) Unoccupied vessels may not be moored at city docks or within city waterways.

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8.28.040 Time limitations.

(1) City docks and waterways shall not be used by a vessel for moorage, either directly to a dock, piling, in water structure or to one or more vessels that are moored to a dock, piling, or other in water structure for more than 72 cumulative hours in any 14-calendar-day period. Upon expiration of the 72-hour limit, the vessel shall be moved from the dock moorage and may not be moored in any city waterway or to any city dock any city dock for 14 calendar days. The 72-hour period shall begin with the first hour the vessel is tied or moored in city waterway or to any city dock to any city dock, and accumulates regardless of movement of vessel from original mooring to subsequent mooring position whether the vessel moved from its original mooring to another position on the same or any other city city dock during waterway during the 14-calendar-day period.

(2) City docks and waterways are not available as a place to park an unoccupied boat. Notwithstanding subsection (1) of this section, city docks shall not be used by a vessel for moorage when the vessel is unoccupied, as defined herein. For the purposes of this section, an

~~"unoccupied vessel" is a vessel that is without occupant for a period of four hours or more, between sunset and sunrise.~~

(32) Any vessel that is moored in violation of this section is hereby deemed ~~unauthorized to be in violation of this chapter and not authorized to moor at a city dock and~~ ~~and~~ is, therefore, subject to all penalties and sanctions described herein. In addition to and not in lieu of any other remedy, such vessel may be deemed abandoned as provided in SHMC ~~8.28.072~~. (Ord. 3239 § 2 (Exh. A), 2019; Ord. 3151 § 1, 2011; Ord. 3147 § 1, 2011; Ord. 3087 § 3, 2008; Ord. 2888 § 4, 2003)

8.28.050 Commercial use of city docks.

The city docks shall not be used by commercial vessels or for commercial activity without first ~~entering into a moorage agreement~~ ~~registering the vessel~~, obtaining the necessary permits and business licenses, and paying all ~~associated~~ fees. (Ord. 3087 § 4, 2008; Ord. 2888 § 5, 2003)

8.28.052 Public assembly exemption.

Any use of the city docks by a recognized boating or yachting organization within the time limits established by this chapter shall be exempt from the public assembly permit requirement of ~~SHMC~~ Chapter ~~8.08 SHMC~~ so long as no adjacent lands are used by the boating or yachting organization. Assembly permits are required for proposed use outside this exception. Nothing herein shall be interpreted as exempting members of such associations or organizations from all other applicable prohibitions and regulations in city ordinances including regulations concerning use of city docks ~~and waterways facilities~~. (Ord. 3087 § 5, 2008)

8.28.054 Registration ~~and commercial moorage agreements~~.

(1) Permitted Moorage. No ~~commercial~~ vessel will be permitted to be moored at the city docks ~~or in city waterways~~, unless the vessel is properly registered, ~~a moorage agreement entered into~~, and all fees and charges have been paid. ~~All vessels mooring at city docks shall be seaworthy; upon request by the city administrator or designee, an owner/operator may be required to demonstrate the seaworthiness of the vessel.~~

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(2) Registration.

(a) Time for Registration. All vessels must be registered with the city ~~prior to or within two hours after~~ ~~upon~~ arrival, ~~at the facility~~. ~~Registration will be made with the business office of the city. If the time within which to register is after regular business hours, or if the harbormaster is not on duty, a registration form shall be completed at the start of the next business day.~~ Payment of the fee for the initial term of moorage and any other required fees or charges shall be made at the time of registration.

(b) Information and Authorization Required. At the time of registration, the owner/operator shall provide all information required, including, but not limited to, the vessel's state certificate number (e.g. OR 123 ABC) and hull identification number, on the moorage agreement form. If the person ~~making the registration~~ registering the vessel is an operator only, owner authorization for moorage shall be made available upon request.

(c) Notice of Vessel Condition. At the time of registration vessels must be completely without hazardous conditions, must be operational and have current title, license, and registration, and be ready for cruising in local waters.

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~~, the owner/operator of the vessel shall provide notice of the physical condition of the vessel, including any structural limitations which could result in damage to the vessel if the vessel is towed or placed in dry dock. Notice of the physical condition of the vessel shall be updated from time to time when the condition of the vessel changes.~~

~~(3) Moorage License Agreements.~~

~~(a) Requirements. No commercial vessel shall be moored at the facility without notifying the business office of the city within two hours of its arrival nor moor at the facility for more than six hours without the owner/operator entering into a moorage agreement with the city, according to the terms and conditions as set forth in the agreement.~~

~~(b) Period. A moorage agreement shall be a transient moorage and shall be limited to the dates and length of time specified in the moorage agreement. A "transient moorage" for a commercial vessel shall be any moorage exceeding one hour, but less than six hours.~~

~~(c) Moorage Space. Registration~~ A moorage agreement does not assign a particular space for the designated vessel and it does not guarantee the owner/operator accommodations at any of the city docks or waterways.

~~(4) Renewal. No moorage agreement shall be renewed unless all conditions for the initial issuance of the moorage agreement are still being met, and all fees and charges are paid in full.~~

~~(35) Scope. The~~ moorage agreement vessel's registration shall allow the use of the facility for moorage purposes only, and shall grant no further rights, privileges, or uses.

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~~(46) Transferability. Moorage agreements-Vessel registration~~ shall be issued only to the owner/operator ~~of the vessel~~, and shall be valid only for the specific vessel designated in the ~~moorage agreement~~ registration. ~~A moorage agreement-Vessel registration~~ may not be assigned, sold, or transferred by any means whatsoever; any such transfer shall be void. ~~Sale of a vessel shall not transfer any rights or privileges under a moorage agreement; a valid moorage agreement does not ensure the transferee will be issued a moorage agreement.~~

(7) Revocation. The moorage agreement may be revoked by the city upon 10 days' written notice if the vessel or owner/operator is in violation of the terms of the moorage agreement or any provision of this chapter.

(a) Notice. Notice of revocation may be by personal delivery or certified mail to the owner/operator at the owner/operator's last known address, and by posting notice on the vessel. The notice of revocation shall state the moorage agreement has been revoked, give the reasons therefor, and state the owner/operator has 10 days from the date of the notice to correct the violation or have the vessel impounded or otherwise secured at the owner/operator's expense.

(b) Reinstatement. Upon proof of correction of any violation and payment of all costs and charges, the owner/operator may apply for reinstatement of the moorage agreement, which may be permitted by the city. If reinstatement is permitted, and a second violation occurs at any time within the next six months, the moorage agreement shall be immediately revoked, and no reinstatement shall be allowed.

(8) Cancellation. A moorage agreement may be cancelled by the owner/operator upon 10 days' written notice to the city, which shall provide an address where the owner/operator can be reached after the termination of the moorage agreement for return of any refund as hereinafter provided.

(9) Denial. The city may deny a moorage agreement to a vessel which is a hazard to health or safety, or if the owner/operator is delinquent on any fee or charge under this chapter, or any other city ordinance, or if the owner/operator is unwilling or unable to provide the city with the required registration information. Immediately after a moorage agreement has been denied, the owner/operator shall remove the vessel from the facility, and the city shall not moor the vessel nor permit the vessel to be moored until all hazards to health or safety have been corrected and proof of such correction has been provided to the city, all such fees and charges are paid in full, and the required information has been completely provided. (Ord. 3087 § 6, 2008)

Commented [RB6]: These sections, 8.28.054 (7) through (9) are covered in the "Use" section 8.28.030 (6)

8.28.056 Fees and charges.

(1) Establishment. Moorage rates, fees, and other charges shall be established by resolution of the city council, and may be reviewed by the city council from time to time and raised or lowered as deemed appropriate.

(2) Terms of Payment. The vessel's owner/operator shall be liable for all moorage rates, fees and other charges assessed under this chapter. Moorage rates shall be paid in advance, or upon registration arrival, unless otherwise agreed upon in writing by the city. Invoices for all other fees and charges are due and payable at time of presentation to the owner/operator.

~~(3) Late Charges. A late fee shall be assessed for late payments for each month or part of a month that payments are late. An account is past due if the moorage rate, fee or other charge remains unpaid in whole or in part for a period of 30 days.~~

(34) Attorney's Fees and Costs. The owner/operator shall be liable for any and all collection costs and expenses, including reasonable attorney's fees, necessary to collect delinquent moorage rates, fees, or other charges or to enforce any other provision of this chapter. (Ord. 3087 § 7, 2008)

8.28.060 Prohibited activities.

(1) No person shall swim ~~from or~~ within 50 feet of the docks.;

(2) No person shall obstruct a vessel from ~~docking~~ mooring.;

(3) No person shall cut, drill holes in, or attach in any manner any object ~~to~~, other than a vessel with mooring lines, ~~to~~ the docks without written permission from the city administrator.;

(4) No commercial activity ~~will~~ shall occur on city docks without specific authorization ~~in the moorage agreement.~~;

(5) Vehicles are not allowed on city docks, except ~~for the immediate transport of a bicycle to and from a vessel or the use of a vehicle that is when~~ necessary ~~due to~~ to accommodate a disability. Vehicles include, but are not limited to, bicycles, scooters, skateboards, rollerblades, mopeds, motorcycles, or other self-propelled units.;

(6) Vessels ~~are shall~~ not ~~allowed to~~ use any docking space(s) designated ~~only~~ for emergency craft use, ~~which are~~. ~~Such docking space is designated identified~~ by a yellow stripe on the edge of the dock, ~~or by a sign, or by both.~~ ~~The use of such space by craft other than government emergency craft is prohibited.~~;

(7) ~~No person shall fish. Fishing is allowed in the any~~ docking space designated for emergency ~~craft vessel~~ use; ~~however, such use is permitted when~~ ~~when~~ emergency ~~craft vessels~~ are not present. ~~Persons who are fishing must yield to emergency craft.~~;

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~~(8) Use of a city dock for an abandoned or derelict vessel as defined herein or by state law is not allowed.~~;

~~(9) No person shall sell any alcoholic beverages on city docks or waterways, except under a concession contract or lease agreement, or by permit. Visible intoxication is considered disruptive activity under this section.~~

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(10) No person shall sell, distribute, make available, or otherwise offer to provide a controlled substances or prescription drugs to another on city docks or waterways. Visible intoxication is considered disruptive activity under this section.

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(11) No person shall package, possess, or otherwise store a controlled substances on city docks or waterways without a valid prescription. Visible intoxication is considered disruptive activity under this section.

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(12) No person shall possess on city docks or waterways ~~property~~ anything specifically designed for and presently capable of causing, or carried with the intent to threaten or cause, bodily harm to another. Things prohibited under this Section This includes, but are is not limited to: any firearm, pellet gun, spring-loaded weapon, stun gun or taser, any knife having a blade that projects or swings into position by force of a spring or by centrifugal force, any knife with a blade longer than 3-½ inches, any dirk, dagger, ~~ice pick~~ icepick, sling shot, slungshot, metal knuckles, nunchaku, studded hand coverings, swords, straight razors, tear gas containers, saps, sap gloves, hatchets or axes. The prohibitions of this Section do not apply to ~~handguns~~ firearm lawfully carried by persons exempt from local regulation under ORS 166.173. The prohibitions of this Section do not apply to any thing possessed or used to carry out actions authorized by any contract or permit on city docks or waterways.

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(13) No person shall engage in any disruptive activity at the city docks or waterways. Disruptive activity includes, but is not limited to, any behavior, conduct or activity that obstructs, disrupts, or interferes with the operation or business being conducted by the City, or authorized users, or other permitted activities on or near city docks. Quiet time shall be observed between the hours of 10 pm and 8 am.

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(14) No person shall moor or berth a watercraft of any type a vessel in a city owned or operated park, dock facility, or leased waterway except in designated areas and at designated facilities.

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(15) No person shall throw, place, leave, deposit, abandon, cause, or permit to be thrown, placed, left, deposited, or abandoned, any industrial waste, litter, or sewage at the facility or adjacent property or into the Columbia River, except in receptacles specifically designated for such purpose by the city.

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(162) No person shall use, cause, or permit the use of a toilet that is not equipped with a device in good operating condition, adequate to treat, hold, incinerate, or otherwise handle sewage in such a manner which will prevent pollution on a vessel moored at the city docks or underway in the Columbia River. For the purposes of this section, an acceptable control device is one approved by the U.S. Coast Guard for such purpose.

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(179) Violation of any other provisions of this chapter, including but not limited to the time limits in SHMC [8.28.040](#), (Ord. 3239 § 2 (Exh. A), 2019; Ord. 3147 § 2, 2011; Ord. 3087 § 8, 2008; Ord. 2888 § 6, 2003)

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8.28.070 Sanitation and waste disposal~~REPEALED~~.

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(1) No person shall throw, place, leave, deposit, abandon, cause, or permit to be thrown, placed, left, deposited or abandoned, any industrial waste, litter, or sewage at the facility or adjacent property or into the Columbia River, except in receptacles specifically designated for such purpose by the city.

Commented [RB7]: Removed, incorporated in 8.28.060 above

(2) No person shall use, cause, or permit the use of a toilet that is not equipped with a device in good operating condition, adequate to treat, hold, incinerate or otherwise handle sewage in such a manner which will prevent pollution on a vessel moored at the city docks or underway in the Columbia River. For the purposes of this section, an acceptable control device is one approved by the U.S. Coast Guard for such purpose.

Commented [RB8]: Removed, incorporated in 8.28.060 above

(3) The owner/operator of the vessel shall be personally liable for any and all cleanup costs, fines and penalties assessed by any other governmental unit, resulting from a violation of this section. (Ord. 3087 § 9, 2008; Ord. 2908 § 1, 2004; Ord. 2888 § 7, 2003)

Commented [RB9]: Removed, incorporated in 8.28.080, below

8.28.072 Abandoned and derelict vessels~~REPEALED~~.

No person shall leave an abandoned or derelict vessel at the city docks. Any abandoned or derelict vessel may be removed in accordance with ORS [830.907](#) through [830.944](#), [830.927](#) regarding abandoned boats, floating homes, and boathouses. (Ord. 3087 § 10, 2008)~~REPEALED~~

Commented [RB10]: Updated languages and references to match state statutes

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Commented [MLK11]: ORS 830.907 was repealed in 2013

8.28.074 Hazardous vessels~~REPEALED~~.

Commented [RB12]: Section covered above, 8.28.072 and ORS 830.907 through 830.944.

(1) In the event of an emergency, a hazardous vessel may, immediately and without notice by the city, be secured or removed from the facility. If removal is required, the city may take reasonable efforts to notify the owner/operator prior to moving a hazardous vessel. If the city moves a hazardous vessel without prior notice, notice indicating the vessel has been moved shall be given as soon as practicable. In all other cases, the city shall give written notice to the owner/operator, requesting removal of hazardous vessels within 10 days of the date of such notice. Notice shall be posted on the hazardous vessel, and delivered by personal delivery to the owner/operator or by certified mail, return receipt requested, to the last address provided by the owner/operator to the city.

(2) All risk of loss or damage resulting from securing or removing the vessel shall be borne by the vessel owner/operator. In the event the vessel is moved to another location, the vessel and its owner/operator shall be liable for any and all costs associated with removal and storage of the vessel.

(3) In the event any vessel capsizes, sinks or is otherwise disabled in such a manner as to be a hazard to navigation or use of city facilities, all loss, damage or cost of removing the same shall be chargeable to the vessel owner/operator.

(4) A hazardous vessel which remains at the facility in excess of 10 days from the date of notice requesting removal may be deemed an abandoned vessel. (Ord. 3087 § 11, 2008)

8.28.080 Penalties.

(1) Violation of any portion of this chapter shall be punishable as a class B violation. Notwithstanding the above, violation of SHMC ~~8.28.060(67)~~ (improper use of designated emergency craft space) and ~~SHMC 8.28.060(8) (violation of time limitations of SHMC 8.28.040 and exemptions under SHMC 8.28.070)~~ shall be a class A violations. Any person in violation of this chapter can be served with a park ban notice in addition to any other citation. (Ord. 2919 § 2, 2004; Ord. 2888 § 8, 2003)

~~(2) In addition to any other penalty authorized under this section (3) The owner/operator of the vessel shall be personally liable for any and all cleanup costs, fines and penalties assessed by any other governmental unit, resulting from a violation of this section. (Ord. 3087 § 9, 2008; Ord. 2908 § 1, 2004; Ord. 2888 § 7, 2003)~~

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8.28.090 Inspection and citation.

(1) Investigations and Inspections. The following people are hereby authorized by this chapter to make such investigations and inspections as are necessary to enforce the provisions of this chapter: any law enforcement officer, including without limitations any city police officer, ~~city code enforcement officer~~, sheriff's deputy, or state police trooper, and city officials, such as the city building official, city planning administrator, city engineering manager, ~~city code enforcement officer~~, and such other ~~designees employees~~ of the city of St. Helens ~~as are specifically identified in an order or resolution of the city council~~. Nothing herein shall be interpreted as prohibiting privately initiated violation citations as provided in ORS Chapter ~~153~~.

(2) Citations. The following people are hereby authorized by this chapter to issue citations to individuals or entities to appear in the St. Helens municipal court: any law enforcement officer, including without limitations any city police officer, city code enforcement officer, sheriff's deputy, or state police trooper.

(3) Service of Citations. Unless the law enforcement police officer or other authorized person issuing the citation witnesses the mooring of the a vessel, a rebuttable presumption exists that a vessel moored in violation of this chapter was moored by the registered owner/operator of the vessel and the citation issued for the violation may be placed upon the vessel. If the mooring of the vessel is witnessed by the law enforcement police officer or other person authorized to issue a citation for the offense, the operator of the vessel shall be the person responsible for violations of this section. (Ord. 3147 § 3, 2011; Ord. 3087 § 12, 2008; Ord. 2919 § 3, 2004; Ord. 2888 § 9, 2003)

8.28.100 Impoundment/tow.

(1) Law enforcement officers are authorized to may call for seizure seize and hold of a vessel, including a tow or impoundment of any vessel when it is discovered that a vessel's identification number has been removed, defaced, covered, altered, or destroyed, as provided authorized by in ORS 830.875 to 830.895.

(2) Law enforcement officers may seize an abandoned or derelict vessel as authorized by and in accordance with concerning boat numbering and ORS 830.908 through 830.944 concerning abandoned or derelict vessels, boats, floating homes and boathouses.

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(3) An owner may reclaim a seized vessel by paying all costs incurred by the city in salvaging, towing and storing the vessel; and establishing to the city administrator's satisfaction that the owner is able to move the vessel to a place where the vessel can be lawfully kept. If Any seized vessel is not reclaimed seized pursuant to this chapter, title to the vessel and all personal property found in the vessel shall vest in the city, and the city may sell or otherwise dispose of the vessel and the personal property, and state law and not reclaimed as provided by state law shall be disposed of in accordance with ORS 98.245. (Ord. 3239 § 2 (Exh. A), 2019; Ord. 3087 § 13, 2008; Ord. 2888 § 10, 2003)

8.28.110 Additional remedies.

Any removal of a vessel pursuant to this chapter is in addition to, and not in lieu of, any other civil, criminal, or administrative penalty, sanction, or remedy otherwise authorized by law. (Ord. 3087 § 14, 2008)

8.28.120 Exclusion

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(1) In addition to other remedies provided for violation of this Code, or of any of the laws of the State of Oregon, any Peace Officer as that term is defined under ORS 133.005 law enforcement officer may exclude any person who violates any applicable provision of law at the city docks and leased waterways from the property in accordance with the provisions of this Section. Nothing in this Section shall be construed to authorize the exclusion of any person lawfully exercising free speech rights or other rights protected by the state or

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federal constitutions. However, a person engaged in such protected activity who commits acts that are not protected, but that violate applicable provisions of law, shall be subject to exclusion as provided by this Section.

(2) For purposes of this Section, "applicable provision of law" includes any applicable provision of this Code, of any ~~C~~city ordinance, any applicable criminal or traffic law of the State of Oregon, any law regarding controlled substances or alcoholic beverages, or any applicable County ordinance or regulation. For purposes of this Section, "applicable" means relating to the person's conduct at the ~~d~~Dock or on the waterways.

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(3) An exclusion issued under the provisions of this Section shall be for 30 days. If the person to be excluded has been excluded from the ~~d~~Dock or waterways at any time within two years before the date of the present exclusion, the exclusion shall be for 90 days. If the person to be excluded has been excluded from the ~~D~~ock or waterways on two or more occasions within two years before the date of the present exclusion, the exclusion shall be for 180 days.

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(4) Before issuing exclusion under this Section, a ~~Peace Officer~~law enforcement officer shall first give the person a warning and a reasonable opportunity to cease and desist from the violation. An exclusion shall not be issued if the person promptly complies with the ~~direction and desists from the violation~~warning. Notwithstanding the provisions of this Subsection, no warning shall be required if the person is ~~to be excluded for engaging in~~conduct that:

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(a) Is classified as a felony or as a misdemeanor, or as an attempt, solicitation or conspiracy to commit a felony or misdemeanor, under the laws of the State of Oregon;

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(b) Has resulted in ~~physical~~ injury to any person or damage to any property; or

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(c) Is conduct for which the person previously has been warned or excluded for committing on the ~~D~~ock or waterways.

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(5) (d) Written notice shall be given to any person excluded from the ~~d~~Dock or waterways under this Section. The notice shall specify the date, length and place of the exclusion, shall identify the provision of law the person has violated and shall contain a brief description of the offending conduct. The notice shall inform the excluded person of the right to appeal, including the time limit and the place of delivering the appeal. It shall be signed by the issuing party. Warnings of consequences for failure to comply shall be prominently displayed on the notice.

(65) A person receiving such notice of exclusion may appeal to the city's municipal court in accordance with the provisions of this Code. The municipal court judge shall uphold the exclusion if, upon the conducting de novo review, the preponderance of evidence

admissible under the provisions of this Code convinces the judge that, more likely than not, the person in fact committed the violation, and if the exclusion is otherwise in accordance with law.

(6) No person shall enter or remain on city docks or waterways at any time during which there is in effect a notice of exclusion issued under this Section.

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City of St. Helens
RESOLUTION NO. 1958

A RESOLUTION AUTHORIZING A TRANSFER OF APPROPRIATIONS WITHIN
A FUND FOR FISCAL YEAR 2021-2022

WHEREAS, in accordance with ORS 294.456 and 294.463, City of St. Helens, Oregon may transfer appropriations within funds for Fiscal Year 2021-2022 that were authorized by the St. Helens City Council pursuant to Resolution No. 1919; and

WHEREAS, ORS 294.463 allows an appropriation transfer within a fund to be approved by resolution if the proposed changes do not change the total appropriations within the fund and if the transfer from contingency, if applicable, is less than 15% of the total appropriations in the fund; and

WHEREAS, it is necessary to change appropriations for funds from changes in operations, revenue, and expenses within each fund noted in Exhibit A; and

WHEREAS, ORS 294.338(3) allows for changing appropriations via resolution.

NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES as follows:

Section 1. The Finance Director is hereby authorized and directed to execute the following changes located in **Exhibit A** of this resolution to appropriated budget amounts on behalf of the St. Helens City Council.

Section 2. The Common Council of the City of St. Helens, Oregon resolves those appropriations in attachment **Exhibit A**, which by this reference is made part of this Resolution shall be permitted to remain in good standing of Oregon Budget Law.

Approved and adopted by the City Council on June 15, 2022, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

FUND - CATEGORY	NEW	ORIGINAL	REASON
INTERNAL SERVICE FUNDS			
Equipment Fund			
Operations	496,000	412,000	Increase in internal charges
IT Services Fund			
Operations	745,000	489,000	Additional ARPA funds for Broadband Study, staffing, and equipment
Contingency	-	86,000	Contingency funds moved into operations
PW Operations Fund			
Operations	3,773,000	3,395,000	Transfer of Equipment Fund into PW Operations
Facility Major Maintenance Fund			
Operations	1,584,000	1,053,000	Additional grant and ARPA resources
Contingency	-	332,000	Contingency funds moved into operations
Debt Service Fund			
Operations	-	1,160,000	Fund not used anymore, transferred back to Enterprise accounts
Public Safety Fund			
Operations	15,215,000	50,000	Received 1 of 2 bond placements
TOTAL INTERNAL SERVICE FUNDS	\$ 21,813,000	\$ 6,977,000	Overall 14,836,000 Increase in Funds
ENTERPRISE FUNDS			
Streets SDC Fund			
Operations	2,113,000	968,000	Larger beginning balance after audit, more revenue than budgeted
Water SDC Fund			
Operations	1,586,000	1,355,000	Larger beginning balance after audit, more revenue than budgeted
Sewer SDC Fund			
Operations	2,297,000	1,909,000	Larger beginning balance after audit, more revenue than budgeted
Storm SDC Fund			
Operations	489,000	290,000	Larger beginning balance after audit, more revenue than budgeted
Parks SDC Fund			
Operations	1,144,000	478,000	Larger beginning balance after audit, more revenue than budgeted
Water Fund			
Operations	3,483,000	3,998,000	Balance moved to Debt Service
Debt Service	565,000	-	Balance from Operations to remove Debt Service Fund
Contingency	2,640,000	3,465,000	Transferred to operations for mid-year changes
Sewer Fund			
Operations	3,272,000	4,088,000	Balance moved to Debt Service
Debt Service	1,190,000	-	Balance from Operations to remove Debt Service Fund
Contingency	2,108,000	3,057,000	Transferred to operations for mid-year changes
Storm Fund			
Operations	1,546,000	1,536,000	Larger beginning balance after audit
Contingency	1,056,000	1,170,000	Transferred to operations for mid-year changes
TOTAL ENTERPRISE FUNDS	\$ 23,489,000	\$ 22,314,000	Overall 1,175,000 Increase in Funds
SPECIAL REVENUE FUNDS			
Tourism Fund			
Operations	985,000	-	Fund re-created, originally in Community Development Fund
Community Development Fund			
Operations	3,777,000	1,949,000	Larger beginning balance after audit, additional revenue, and more professional services
Debt Service	165,000	230,000	Original budget included additional extra payments
Contingency	1,231,000	490,000	Larger beginning balance after audit and additional revenue
Community Enhancement			
Operations	420,893	103,200	Larger beginning balance, unplanned grants received (Parks & Rec)
Streets			
Operations	1,445,500	1,642,000	Balance moved to Debt Service
Debt Service	61,000	-	Balance from Operations to remove Debt Service Fund
Contingency	1,030,500	528,000	Larger beginning balance after audit
TOTAL SPECIAL REVENUE FUNDS	\$ 9,115,893	\$ 4,942,200	Overall 4,118,693 Increase in Funds

GENERAL FUND			
Administration	\$ 696,000	\$ 661,000	Additional professional services
City Recorder	\$ 365,000	\$ 359,000	Additional public information notices and professional services
City Council	\$ 155,000	\$ 155,000	No Change
Municipal Court	\$ 436,000	\$ 411,000	Additional professional services
Police	\$ 4,930,000	\$ 4,302,000	Additional overtime, computer maintenance, professional services, fleet expenses
Library	\$ 926,000	\$ 890,000	Expenses moved over from Community Enhancement Fund, VEBA Retirement payment
Finance	\$ 1,050,000	\$ 885,000	Professional Services and banking fees (Credit Card Fees for UB)
Parks	\$ 494,000	\$ 459,000	Retirement payout, additional professional services
Recreation	\$ 367,000	\$ 230,000	Increased operations with grant/program funding
Planning	\$ 450,000	\$ 450,000	No Change
Building	\$ 516,000	\$ 514,000	No Change
General Service			
Operations	\$ 343,000	\$ 247,000	VEBA Retirements, Litigation, PD Incentive payments
Contingency	\$ 926,000	\$ 1,364,000	Reduced for additional operation costs
TOTAL GENERAL FUND	\$ 11,654,000	\$ 10,927,000	Overall 642,000 Increase in Funds
TOTAL APPROPRIATED FUNDS	\$ 66,071,893	\$ 45,160,200	Overall, Increase in Appropriated Funds of \$20,771,693
UNAPPROPRIATED FUNDS			
Water Fund	750,000	750,000	No Change
Sewer Fund	750,000	750,000	No Change
Storm Fund	350,000	350,000	No Change
General Fund	1,000,000	1,000,000	No Change
TOTAL UNAPPROPRIATED FUNDS	2,850,000	2,850,000	No Change in Unappropriated Fund Use

City of St. Helens
RESOLUTION NO. 1959

A RESOLUTION OF THE CITY OF ST. HELENS DECLARING THE
CITY'S ELECTION TO RECEIVE STATE REVENUES

The City of St. Helens resolves as follows:

Section 1. Pursuant to ORS 221.770, the City hereby elects to receive state revenues for fiscal year 2022-2023.

Approved and adopted by the City Council on June 15, 2022, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1960

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST. HELENS,
OREGON ADOPTING BUDGET, MAKING APPROPRIATIONS, AND LEVYING TAXES
FOR THE FISCAL YEAR BEGINNING JULY 1, 2022

BE IT RESOLVED that the Common Council of the City of St. Helens, Oregon, hereby adopts the budget for fiscal year 2022-2023 in the total of \$87,716,000 now on file in the office of the City Recorder of said City.

BE IT RESOLVED that the Common Council of the City of St. Helens, Oregon, hereby imposes taxes provided for in the adopted budget at the rate of \$1.9078 per \$1,000 of assessed value for tax year 2022-2023 upon the assessed value of all taxable property within the district.

	Subject to the General Government Limitation	Excluded from the General Government Limitation
General Fund	\$1.9078 / \$1,000	N/A

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2022, and for the purposes shown below are hereby appropriated as follows:

<u>FUND</u>	<u>APPROPRIATION</u>
<u>General Fund</u>	
Operations	11,200,000
Contingency	1,433,000
	\$ 12,633,000
<u>Visitor Tourism Fund</u>	
Operations	210,000
Transfers	70,000
Contingency	210,000
	\$ 490,000
<u>Community Development Fund</u>	
Operations	9,900,000
Debt Service	165,000
Contingency	1,456,000
	\$ 11,521,000
<u>Community Enhancement Fund</u>	
Operations	\$ 267,000

<u>Streets Fund</u>	
Operations	1,649,000
Debt Service	60,000
Contingency	906,000
	\$ 2,615,000
<u>Streets SDC Fund</u>	
Operations	\$ 2,610,000
<u>Water SDC Fund</u>	
Operations	\$ 1,715,000
<u>Sewer SDC Fund</u>	
Operations	\$ 2,390,000
<u>Storm SDC Fund</u>	
Operations	\$ 490,000
<u>Parks SDC Fund</u>	
Operations	\$ 1,239,000

<u>Water Fund</u>	
Operations	4,298,000
Debt Service	500,000
Contingency	2,726,000
	\$ 7,524,000
<u>Sewer Fund</u>	
Operations	9,644,000
Debt Service	1,266,000
Contingency	6,189,000
	\$ 17,099,000
<u>Storm Fund</u>	
Operations	1,674,000
Contingency	551,000
	\$ 2,225,000
<u>Technology Fund</u>	
Transfers	\$ 70,000
<u>Public Works Operations</u>	
Operations	3,891,000
Contingency	309,000
	\$ 4,200,000
<u>Facility Major Maintenance</u>	
Transfers	\$ 168,000
<u>Public Safety Fund</u>	
Operations	16,755,000
Debt Service	700,000
	\$ 17,455,000
TOTAL APPROPRIATED	\$ 84,711,000

<u>Unappropriated Funds</u>	
General Fund	1,000,000
Water Fund	835,000
Sewer Fund	850,000
Storm Fund	320,000
	\$ 3,005,000
TOTAL 2022-2023 BUDGET	\$ 87,716,000

Approved and adopted by the City Council on June 15, 2022, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

COUNCIL ACTION SHEET

To:	The Mayor and Members of City Council	
From:	Mouhamad Zaher, Public Works Director	
Date:	June 15, 2022	
Subject:	2022 Paving Overlay and Patching Project	

Background: The City of St. Helens owns and maintains over 58 miles of roadway. The Engineering and Public Works Operations Department routinely inspects all the pavements within the City limits and keeps track of pavement distresses. Streets are prioritized and selected for paving overlay and patching based on condition, classification, coordination with other utility and roadway projects, and current and projected budget. The physical conditions evaluated are ride quality, surface deterioration, alligator/fatigue cracking, wheel path rutting and shoving, longitudinal and transverse cracking, asphalt patch deterioration, and potholes.

This summer, five streets have been identified for paving overlay and over 15 streets have been identified for asphalt patching. Paving overlay is planned for Old Portland Rd from Port Ave to 100-feet west of the Old Portland Rd Bridge, Milton Way from Columbia Blvd to Dubois Ln, McBride St from Matzen St to Maplewood Dr, the first 350 feet of N 7th Street at Columbia Blvd, and Ogan Ln at Columbia Blvd.

The 2022 Paving Overlay and Patching Project, Project No. R-710 was advertised for bids in the DJC (Daily Journal of Commerce) on May 11, 2022. The following bids were received and opened at 2:00 PM, June 7, 2022, in the Columbia Room in City Hall.

FIRM	LOCATION	BID
Lakeside Industries, Inc.	Portland, OR	\$499,883.55
TFT Construction, Inc.	Scappoose, OR	\$369,846.14
S-2 Contractors, Inc.	Aurora, OR	\$496,690.00

The project was estimated at \$380,000 to \$400,000 and will be funded through the Oregon Surface Transportation Block Grant Fund Exchange Program, City Street funds, and some System Development Charge funds.

Recommendation: Council award the contract for the 2022 Paving Overlay and Patching Project, Project No. R-710 to TFT Construction, Inc. as the lowest responsive bidder and authorize the Mayor to execute a Standard Public Improvement Contract for project. Contract will be for the amount specified in the firm's bid, plus standard contingency.

Attachment: Bidder's Spreadsheet



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

UNOFFICIAL BID RESULTS

PROJECT NAME: 2022 Pavement Overlay and Patching Project PROJECT NO. R-710
 BID OPENING: 2:00 P.M., Tuesday, June 7, 2022 ENGINEER'S ESTIMATE: \$380,000 - \$400,000
 BID OPENING WITNESSED BY: Matt Brown, Mouhamad Zaher, Sharon Darroux, Tim Underwood, Alexander Bird
 ARE BIDS LISTED IN THE ORDER OPENED? Yes

Contractor's Name and Address	10% Bid Bond <u>or</u> Check Enclosed	Bid Signed	Addendum(s) Acknowledged	Bid Amount
Lakeside Industries, Inc 4850 NW Front Avenue Portland, OR 97210	Yes	Yes	N/A	\$499,883.55
TFT Construction, Inc. 53990 West Lane Road Scappoose, OR 97056	Yes	Yes	N/A	\$369,846.14
S-2 Contractors, Inc. 6860 S Anderson Road Aurora, OR 97002	Yes	Yes	N/A	\$496,690.00

RECOMMENDATION (APPARENT RESPONSIVE LOW BIDDER): TFT Construction, Inc.

EXTENSION OF PERSONAL SERVICES AGREEMENT

This Extension is made on June 15, 2022 between City of St. Helens, an Oregon municipal corporation (“City”), and **Mason, Bruce & Girard** (“Contractor”), an Oregon corporation.

RECITALS

A. WHEREAS, on or about June 17, 2020, St. Helens and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to forestry management; and

B. WHEREAS, Section 3 of the Agreement provides that the agreement terminates on June 30, 2022, and that the City reserves the right to extend the agreement for a period of two (2) years in one (1) year increments; and

C. WHEREAS, St. Helens and Contractor mutually desire to extend the term of the agreement an additional year, as per the original agreement conditions.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the Agreement signed on or about June 17, 2020, shall be amended to reflect a termination date of June 30, 2023 unless earlier terminated according to the terms of the Agreement.

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

ST. HELENS:

CITY OF ST. HELENS, an Oregon
municipal corporation

By: _____

Name: _____

Its: _____

CONTRACTOR:

MASON, BRUCE & GIRARD

By: _____

Name: _____

Its: _____

City of St. Helens

EXTENSION OF PERSONAL SERVICES AGREEMENT

This Extension is made on June 15, 2022, between City of St. Helens, an Oregon municipal corporation ("City"), and **Brown and Caldwell** ("Contractor"), an Oregon corporation.

RECITALS

A. WHEREAS, on or about June 16, 2021, St. Helens and Contractor entered into an agreement ("Agreement") in which Contractor agreed to provide services ("Services") related to consulting services to help facilitate the new NPDES (National Pollutant Discharge Elimination System) permit renewal negotiations and implementation; and

B. WHEREAS, Paragraph 3 of the Agreement provides that the Agreement terminates on June 30, 2022, and that the City reserves the right to extend the Agreement for a period of two (2) years in one (1) year increments; and

C. WHEREAS, St. Helens and Contractor mutually desire to extend the term of the Agreement for an additional year.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The term of the Agreement is extended to June 30, 2023.
2. All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect other than as specifically amended herein.

ST. HELENS:

CITY OF ST. HELENS, an Oregon
municipal corporation

By: _____

Name: _____

Its: _____

CONTRACTOR:

BROWN AND CALDWELL

By: _____

Name: _____

Its: _____

MAINTENANCE ASSISTANCE GRANT INTERGOVERNMENTAL AGREEMENT

Agreement No. 2123-027

This Agreement is between the State of Oregon acting by and through its Marine Board ("OSMB") and City of St. Helens ("Recipient"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150 and OSMB has sufficient facility maintenance assistance grant funds available within its current biennial budget and has authorized expenditure on the Recipient's Project as defined below, and the Recipient agrees to comply with Maintenance Assistance Grant Program rules in OAR 250-014-0300-0305 and other OSMB adopted policies and procedures.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the operation and maintenance of four recreational boating access sites *hereinafter* called the "Project," as described in the Recipient's Maintenance Assistance Grant Application #2123-027 and Site Inventory to OSMB. With this reference, the Maintenance Assistance Grant Application and Site Inventory are made part of this Agreement. If a conflict exists between the Maintenance Assistance Grant Application, Site Inventory and this Agreement, the Agreement will govern.

SECTION 3: EFFECTIVE DATE AND DURATION

- 3.1 Term.** This Agreement is effective on July 1, 2021 and terminates on June 30, 2023 or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 18.
- 3.2 Project Completion.** The Project shall be completed by June 30, 2023, and final billing for the Project shall be submitted to OSMB, on or before September 30, 2023. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.
- 3.3 Closeout.** (See 2 CFR § 200.343) OSMB will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient.

SECTION 4: AUTHORIZED REPRESENTATIVES

- 4.1 OSMB's Authorized Representative is:**
Janine Belleque, Boating Facilities Program Manager
PO Box 14145, Salem, OR 97309 or 435 Commercial Street NE Suite #400, Salem 97301
(503) 877-7580 Office, Janine.Belleque@boat.oregon.gov

4.2 Recipient's Authorized Representative is:
 John Walsh, City Administrator
 265 Strand St., St. Helens, OR 97051
 (503) 366-8211 Office, jwalsh@sthelensoregon.gov

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Responsibilities of Recipient:

5.1.1 Maintenance. The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient's ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.1.10, Indemnification by Subcontractors.

5.1.2 Matching Funds. The Recipient shall contribute a minimum of 25% for each pumpout, dump station and floating restroom and contribute a minimum of 40% for all other approved sites as identified in the Maintenance Assistance Grant Application and Site Inventory.

5.1.3 Indirect Rate. The Recipient is charging the indirect rate shown on Attachment B. Total Indirect Costs to be charged are \$0.00.

5.1.4 Notification of Changes. Recipient will notify OSMB if there are any modifications in fees, season of use, quantities, ownership or management of any recreational boating access sites identified on the Inventory Sheet prior to requesting reimbursement. The Recipient will provide details of the modifications to OSMB in order for OSMB to evaluate for changes to the grant award. In the event the modifications effect the grant award an amendment will be issued.

5.1.5 Pumpout, Dump Station or Floating Restroom. The Recipient will provide performance reports and gallons of sewage collected.

5.1.6 Commercial and Other Uses. OSMB funds and matching funds cannot be used to support or accommodate commercial or other non-recreational boating uses or activities at the Project.

- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Maintenance Assistance Grant Application and Site Inventory, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
 1. has financial profit as a goal,
 2. charges any fees or receives any benefit to provide services, supplies or goods, or

3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Recipient must restrict use of the Project to only boats that comply with ORS 830.770, 830.775 and 830.624-630 or have current registration with another state.

5.1.7 Public Access to Project. During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

5.1.8 User Fees. No fees can be charged to recreational boaters for the use of pumpout, dump station or floating restroom. Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct maintenance and operational costs for the Project.

5.1.9 Payments. Recipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor, materials or services for the Project;
- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.

5.1.10 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

5.1.10 Indemnification by Subcontractors. The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in

part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

5.2 Responsibility of OSMB:

5.2.1 OSMB shall pay Recipient as described in Sections 6 and 7.

SECTION 6: CONDITIONS TO DISBURSEMENT

6.1 Conditions Precedent to Any Reimbursement. OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:

- a. Reimbursement Requests must be submitted on the approved OSMB Maintenance Assistance Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties with OSMB not reimbursing more than 75% of the cost for pumpouts, dump stations and floating restrooms and Recipient's match not being less than 25% of any request, for all other recreational boating access sites identified as the Project OSMB will not reimburse more than 60% of any request and Recipient's match not being less than 40% of any request.

6.2 Conditions Precedent to Partial Progress Payment(s). OSMB shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by OSMB. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.2. as progress payments.

6.3 Conditions Precedent to Final Payment. OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB.

SECTION 7: COMPENSATION AND PAYMENT TERMS

7.1 Federal Fund Approval. OSMB has received a grant from the United States Department of the Interior, Fish and Wildlife Services, (USFWS) as described pursuant to 2 CFR 200.331 on Attachment B. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and 2 CFR 200.330, OSMB's determination is that the Recipient is the sub-recipient of federal funds.

7.2 Grant Funds. Upon approval by its governing body, OSMB shall provide grant funds in the

amount of \$27,200.00 state Boating Facility Grant, \$2,400 federal Clean Vessel Act funds for a total of \$29,600.00 to the Recipient to fund the Project. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for large-scale construction or capital projects such as replacing docks, installing restrooms or paving parking areas or to match other grants.

- 7.3 Payments.** OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".
- 7.4 Overpayment.** In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.
- 7.5 Disallowed Costs.** The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.

SECTION 8: REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to OSMB that:

- 8.1** Recipient is a city duly organized and validly existing. Recipient has the power and authority to enter into and perform this Agreement;
- 8.2** The making and performance by Recipient of this Agreement (a) have been duly authorized by Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement, other than those that have already been obtained;
- 8.3** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms;
- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its

obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

- 8.5** Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 10: OWNERSHIP OF WORK PRODUCT

- 10.1** As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 10.1.1 Project Ownership.** OSMB acknowledges and agrees that the Project is the exclusive property of the Recipient. OSMB is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

SECTION 11: NO DUPLICATE PAYMENT

The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon, including, but not limited to the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

SECTION 12: CONTRIBUTION

- 12.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all

legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 12 with respect to the Third-Party Claim.

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

SECTION 13: RECIPIENT DEFAULT

Recipient will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1** Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2** Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the

expenditure of funds or the performance by Recipient is untrue in any material respect when made;

- 13.3** Recipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4** A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Recipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (c) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 14: OSMB DEFAULT

OSMB will be in default under this Agreement if OSMB fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 15: REMEDIES

- 15.1** In the event Recipient is in default under Section 13, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing or withholding payment for work or Work Product that Recipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 16 (which is in addition to the remedies provided in Section 7.4), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 15.2** In the event OSMB is in default under Section 14 and whether or not Recipient elects to

exercise its right to terminate this Agreement under Section 18, or in the event OSMB terminates this Agreement under Sections 18.1, 18.2, or 18.3, Recipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient. In no event will OSMB be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 15.2, Recipient shall promptly pay any excess to OSMB.

SECTION 16: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in Section 7.4, if payments to Recipient under this Agreement, or any other agreement between OSMB and Recipient, exceed the amount to which Recipient is entitled, OSMB may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 17: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 18: TERMINATION

- 18.1 Termination for Convenience.** The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient has fully reimbursed OSMB for such funds, the Recipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of nine percent (0.9%) per annum, or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand.
- 18.2 Termination Because of Non-Appropriation or Project Ineligibility.** OSMB, as provided in Section 29 "FORCE MAJEURE," may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Recipient, may modify or terminate this Agreement

if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient shall deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

18.3 Termination for Default. OSMB, at any time upon 30 days prior written notice of default to the Recipient, may modify or terminate this Agreement if:

- a. The maintenance and operation of the Project is not pursued with due diligence; or
- b. The Recipient's fee simple title to or other interest in the maintenance and operation sites or Project is not sufficient, legal and valid; or
- c. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Recipient, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to maintain and operate any project other than the Project described agreement; or
- e. The maintenance and operation of the Project is not completed in a good and workmanlike manner or fails to comply with any required federal, state or local law; or
- f. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement , including, but not limited to, exceeding the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project, or coveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
- g. The Recipient defaults under any other agreement between the Parties.

18.4 Rights and Remedies.

- a. The Recipient shall, within 30 days of its receipt of a notice of default, reimburse OSMB for all funds contributed by OSMB to the Project.

Further, OSMB shall have any and all rights and remedies available at law or in equity.

- b. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating OSMB's grant or cause or requires OSMB to return funds to the Federal Funding Agency, Recipient will return to OSMB an amount equal to the funds which OSMB is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 19: NONAPPROPRIATION

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

SECTION 20: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 21: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 22: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9,10,12,16,17 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 23: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of

competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 24: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 25: COMPLIANCE WITH LAW

- 25.1 Compliance with Law Generally.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and the Agreement.
- 25.2 Oregon False Claims Act.** Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient. Recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.
- 25.3 Tax Compliance.** As set forth on Exhibit B, Recipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 25 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient's certifications set forth in Exhibit B also shall constitute a material breach of this Agreement. Any failure to comply shall entitle

OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 25.3.1** Termination of this Agreement, in whole or in part, this is in addition to any remedies available under Section 18;
- 25.3.2** Offsetting against any amount owed to Recipient, and withholding of amounts otherwise due and owing to Recipient, in an amount equal to State's setoff right, without penalty; and
- 25.3.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient's compensation under this Agreement or (ii) exercising a right of setoff against Recipient's compensation under this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 26: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 27: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 28: INTENDED BENEFICIARIES

OSMB and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 29: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

- a. Be awarded in accordance with §200.317 to §200.326 Procurement Standards
- b. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents ("indemnatee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort (as now or hereafter defined in ORS 30.260), caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

SECTION 31: SUBCONTRACTS

Recipient shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of Recipient under this Agreement. OSMB's consent to any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement.

SECTION 32: TIME IS OF THE ESSENCE

Time is of the essence in Recipient's performance of its obligations under this Agreement.

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 35: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 36: ADDITIONAL REQUIREMENTS

Recipient shall comply with the additional requirements set forth in Exhibit A, B and C, attached hereto and incorporated herein by this reference. AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Federal Compliance Terms), Exhibit B (Tax Compliance), Attachment A (Information Required by 2CFR200), Attachment B (Site Inventory), and Exhibit C (Additional Requirements).

SECTION 37: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Marine Board

Larry Warren, Director

Date

City of St. Helens

Rick Scholl, Mayor

Date

Approved for Legal Sufficiency in accordance with ORS 291.047

Approval Authorized by Letter

August 2, 2017

Steven Marlowe, Assistant Attorney General

Date

EXHIBIT A

MAINTENANCE ASSISTANCE GRANT NO. 2123-027 BOATING FACILITY IMPROVEMENTS FEDERAL COMPLIANCE TERMS

I. Grant Recipient Compliance Requirements:

- A. Recipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).
- B. Recipient to comply with Assurances – Construction Programs (Standard Form 424D)
- C. Pursuant to 2 CFR Part 170, OSMB will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B.
- B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.
3. Audits. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OSMB within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by OSMB.

G. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Recipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the recipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)

4. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'
5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).
7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]].
8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25
2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170
3. Award Term for Trafficking in Persons (applicable to private entity sub-recipients) 2 CFR Part 175
4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400
5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401
6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
7. 41 U.S.C. 4712 Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection:
 - a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Recipients, their sub-recipients, and their contractors award

contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The recipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

ATTACHMENT "A"
INFORMATION REQUIRED BY 2 CFR §200.331(A) (1)*

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): City of St. Helens
- (ii) Subrecipient's Unique Entity Identifier number: _____
- (iii) Federal Award Identification Number (FAIN): CVA F20AP11947
- (iv) Federal Award Date: July 1, 2020
- (v) Sub-award Period of Performance Start and End Date: From July 1, 2020 to December 29, 2023
- (vi) Total Amount of Federal Funds Obligated by this Agreement: CVA \$2,400.00
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$2,400.00
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$2,400.00
- (ix) Federal award project description: CVA funds for the maintenance of floating restrooms and pumpout and dump stations
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Fish & Wildlife Service
 - (b) Name of pass-through entity: Oregon State Marine Board
 - (c) Contact information for awarding official of the pass-through entity:
 Janine Belleque, 503-877-7580 janine.belleque@boat.oregon.gov
- (xi) CFDA Number and Name: CVA 15.616
 Amount: CVA \$2,400.00
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: 0.00%

**For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient and the term "pass-through entity" refers to OSMB.*

***The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current State/Federal [specify which applies] fiscal year.*

EXHIBIT B**RECIPIANT TAX CERTIFICATION**

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Unique Entity Identifier _____

Oregon Tax Number _____

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Contractor's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient Signature _____

Date _____

EXHIBIT C

ADDITIONAL REQUIREMENTS

1. OSMB may revoke the grant award if the grant agreement is not signed by both parties within 90 days.
2. The Recipient must spend funds identified for pumpout and dump stations and floating restrooms only on those specified items. The federal Clean Vessel Act funds cannot be spent on other boating access sites identified on the Site Inventory.
3. The Recipient will post advanced notice a minimum of two weeks prior to facility closure or partial closure when possible. Additionally, the Recipient will notify OSMB of closures and reopening, complete outreach to users through resources such as local media, social media, websites, ODFW District, and angling and boating organizations,
4. OSMB will post notice of facility closures and reopening on website, online boating map and through social media as appropriate.
5. The Recipient will have an Inadvertent Discovery Plan (IDP) and provide training to staff about the plan prior to ground disturbing activities.
6. In the event the Recipient determines to only submit one reimbursement request upon completion of the agreement a progress report must be submitted in the manner and form identified by OSMB.

ATTACHMENT "B"
SITE INVENTORY

City of St. Helens MAG 2021-23 Inventory		Courthouse Docks		Sand Island North	
		Reported	Allocation	Reported	Allocation
Restroom	Flush	Y	24	N	0
	Vault/Compost	N	0	Y	20
	Portable	N	0	N	0
	Number of Additional Stalls	3	12	0	0
	Season of Use (months)	24	\$3,600.00	24	\$2,000.00
Grounds	Vegetation Maintenance	Y	12	Y	12
	Garbage Can or Dumpster	Y	12	Y	12
	Season of Use (months)	24	\$2,400.00	24	\$2,400.00
Parking	Total Number of Paved Car Stalls	0	0	0	0
	Total Number of Paved Boat Trailer Stalls	0	0	0	0
	Gravel Parking Square Feet	0	0	0	0
	Gravel Overflow Square Feet	0	0	0	0
	Season of Use (months)	0	\$0.00	0	\$0.00
Ramp	Single Lane	N	0	N	0
	Additional Number of Lanes	0	0	0	0
	Season of Use (months)	0	\$0.00	0	\$0.00
Boarding Docks	Total Linear Feet	0	0	0	0
	Season of Use (months)	0	\$0.00	0	\$0.00
Short Term Tie-up Dock	Total Linear Feet	840	42	410	26
	Season of Use (months)	24	\$4,200.00	24	\$2,600.00
Debris Boom	Log	N	0	N	0
	Polypipe	Y	6	N	0
	Season of Use (months)	24	\$600.00	0	\$0.00
CVA	Pumpout/Dump Station	N	0	N	0
	Monitoring System	N	0	N	0
	Pumpout only	N	0	N	0
	Dump only	N	0	N	0
	Holding Tank	N	0	N	0
	Season of Use (months)	12	\$0.00		\$0.00
Floating Restroom	Season of Use (months)	N	\$0.00	N	\$0.00
Sub-Total Allocation includes \$100 Boat use			\$10,800.00		\$7,100.00
Use Fee			\$15.00		\$0.00
Use Fee Adjustment			Exempted		\$0.00
Total Awarded Allocation			\$10,800.00		\$7,100.00

		Sand Island South		Pumpout/Dump Station	
		Reported	Allocation	Reported	Allocation
Restroom	Flush	N	0		
	Vault/Compost	Y	20		
	Portable	0	0		
	Number of Additional Stalls	0	0		
	Season of Use (months)	24	\$2,000.00		
Grounds	Vegetation Maintenance	Y	12		
	Garbage Can or Dumpster	Y	12		
	Season of Use (months)	24	\$2,400.00		
Parking	Total Number of Paved Car Stalls	0	0		
	Total Number of Paved Boat Trailer Stalls	0	0		
	Gravel Parking Square Feet	0	0		
	Gravel Overflow Square Feet	0	0		
	Season of Use (months)	0	\$0.00		
Ramp	Single Lane	N	0		
	Additional Number of Lanes	0	0		
	Season of Use (months)	0	\$0.00		
Boarding Docks	Total Linear Feet	0	0		
	Season of Use (months)	0	\$0.00		
Short Term Tie-up Dock	Total Linear Feet	820	42		
	Season of Use (months)	24	\$4,200.00		
Debris Boom	Log	N	0		
	Polypipe	Y	6		
	Season of Use (months)	24	\$600.00		
CVA	Pumpout/Dump Station	N	0	Y	24
	Monitoring System	N	0	N	0
	Pumpout only	N	0	N	0
	Dump only	N	0	N	0
	Holding Tank	N	0	N	0
	Season of Use (months)		\$0.00	24	\$2,400.00
Floating Restroom	Season of Use (months)	N	\$0.00		
Sub-Total Allocation includes \$100 Boat Use			\$9,300.00		\$2,400.00
Use Fee			\$0.00		\$0.00
Use Fee Adjustment			\$0.00		\$0.00
Total Awarded Allocation			\$9,300.00		\$2,400.00
Grand Total 2-year Awarded Allocation			\$29,500.00		

Items highlighted in yellow were added or updated.



Code Enforcement Officer

DEPARTMENT: Police
DIVISION: N/A
SUPERVISOR: On-Duty Supervisor
CLASSIFICATION: Non-Exempt (overtime eligible)
UNION: Yes
CONFIDENTIAL: No

POSITION SUMMARY

Performs routine and complex public safety work in the enforcement of animal control ordinances, parking enforcement ordinances, code enforcement ordinances, abandoned or discarded vehicle ordinances, and building and business codes, laws, and ordinances.

SUPERVISION RECEIVED

Works under the general supervision of the on-duty supervisor.

SUPERVISION EXERCISED

None.

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

- Patrols streets to locate stray animals and promptly capture animals and transport them to the County animal shelter.
- Responds to complaints concerning animal problems or violations of animal control ordinances, including but not limited to animals running at large, bites, property damage, or injuries.
- Conducts animal facility inspections and writes reports on findings.
- Removes dead animals from streets providing that they are not too large for one person to handle. Large dead animals requiring two or more people to handle will be referred to the City Public Works department.
- On request of a supervisor, compiles a variety of data, regarding animal control data; prepares reports of activities on Department authorized forms.
- Investigates violations of animal control ordinances and issues warnings or citations as required.
- Serves various criminal or civil notices or papers related to enforcement of animal control ordinances.
- Does routine patrol of City streets on foot or in a City vehicle for illegally parked vehicles and civil code violations such as illegal signs, garbage and debris, weeds and tall grass, City park ordinances, business, contractor or permit violations, dangerous building violations, abandoned or discarded vehicles, and works to rectify any violation located.
- Investigates Municipal Code complaints. Follows municipal civil infraction code procedures to compel resolution of complaints.

Items highlighted in yellow were added or updated.

- Issues citations or warnings as necessary.
- ~~Maintains an accurate and up-to-date notebook, which is subject to inspection by a supervisor for clarity and completeness.~~
- Detailed notes are entered in Computer Aided Dispatch (CAD) software and reviewed by supervisor as required.
- Prepares reports on Department authorized report forms.
- Maintains up-to-date knowledge of applicable codes, regulations, and ordinances.
- Works an assigned shift using good judgment in deciding course of action being expected to handle difficult and emergency situations without assistance.
- ~~Is subject to call out during all hours of the day to assist Officers with animal control problems.~~
- Maintains normal availability by radio or telephone for consultation.
- Carries out duties in conformance with Federal, State, County, and City laws/ordinances, and Department policies.
- (ADD) Works in conjunction with City staff with the identification and process for Abatements with nuisance properties.
- Maintains contact with police supervisory personnel to coordinate investigation activities, provide mutual assistance during emergency situations, and provides general information about Department activities.
- ~~Works at the direction and discretion of the supervisor assigned to the Department evidence control system to assist with maintenance and operation of that system.~~
- Handles other tasks as assigned.

PERIPHERAL DUTIES

- Maintains departmental equipment, supplies, and facilities.
- Serves as a member of various employee committees.
- Performs additional tasks as directed by supervisor.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- High school diploma or GED equivalent.
- An equivalent combination of education and experience.

KNOWLEDGE, SKILLS, AND ABILITIES

- Some knowledge of law enforcement principles, procedures, techniques, and equipment; working knowledge of animal restraint and care techniques.
- Basic computer skills and be able to type a minimum of twenty-five (25) words per minute.
- Some skill in operating the tools and equipment listed below.
- Ability to learn the applicable laws, ordinances, and department rules and regulations.
- Ability to communicate effectively orally and in writing.
- Ability to establish and maintain effective working relationships with subordinates, peers, supervisors, and the public.

Items highlighted in yellow were added or updated.

- g. Must possess excellent people skills.
- h. Ability to exercise sound judgment in evaluating situations and in making decisions.
- i. Ability to follow verbal and written instructions.
- j. Ability to meet the special requirements listed below.
- k. Ability to learn the City's geography.
- l. Ability to learn and apply laws and municipal codes pertaining to building codes, permit/license requirements, dangerous building codes, and other related material.

SPECIAL REQUIREMENTS

- Must possess, or be able to obtain by time of hire, a valid State driver's license.
- Must have a working knowledge of computers.

TOOLS AND EQUIPMENT USED

Patrol vehicle, animal capture equipment, police radio, pager, first aid equipment, Mobile Data Terminal, computer, and various software products.

PHYSICAL DEMANDS

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

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

The employee must occasionally lift and/or move more than 50 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, and peripheral vision, 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 frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and is occasionally exposed to wet and/or humid conditions.

The noise level in the work environment is usually moderate.

Items highlighted in yellow were added or updated.

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 **Code Enforcement Officer** 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:

Code Enforcement Officer

Date

Print Name: _____

On-Duty Supervisor

Date

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

The following businesses submitted a processing fee to the City for a Liquor License:

2022 RENEWALS

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
------------------------	-------------------------	------------------------	-----------------------

2022 NEW OWNERS

A copy of the OLCC application documents submitted for the businesses listed below were emailed to the Police Department for review. No adverse response was received.

<u>Licensee</u> Aman & Kamall LLC	<u>Tradename</u> Chubb's Chevron	<u>Location</u> 745 S Columbia River Hwy	<u>Purpose</u> Change Owner
---	--	--	---------------------------------------



St. Helens, OR

Expense Approval Register

Packet: APPKT00554 - AP 6.2.2022

Item #11.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
TYLER TECHNOLOGIES INC	025-380960	06/01/2022	PROJ MAN FINANCIALS	100-707-52019	250.00
OCCUPATIONAL SAFETY HEAL...	1449	06/01/2022	INITIAL PER PERSON SET UP H ...	100-705-52019	23.50
ROSS DENISON LAW	5.27.2022	06/01/2022	PROFESSIONAL SERVICES COU...	100-704-52019	400.00
BULLARD LAW	50924	06/01/2022	GENERAL LABOR BARGAINING	100-707-52019	130.00
HUDSON GARBAGE SERVICE	12127966S046	06/02/2022	1554- TRASH PUBLIC LIBRARY	100-706-52003	80.93
HUDSON GARBAGE SERVICE	12128180S046	06/02/2022	7539- TRASH CITY HALL 265 ST...	100-715-52023	118.68
HUDSON GARBAGE SERVICE	12128181S046	06/02/2022	2046-1287547 - POLICE GARB...	100-705-52023	108.30
HUDSON GARBAGE SERVICE	12128183S046	06/02/2022	7598- TRASH MCCORMICK ARK	100-708-52023	474.71
HUDSON GARBAGE SERVICE	12128184S046	06/02/2022	7636- TRASH COL VIEW PARK ...	100-708-52023	185.49
HUDSON GARBAGE SERVICE	1218636S046	06/02/2022	5273- TRASH REC CENTER CH...	100-709-52023	70.55
CHAVES CONSULTING INC	210936	06/02/2022	MONTHLY USER FEE PER USER...	100-702-52019	185.10
CBM SYSTEMS LLC	222082	06/02/2022	JANITORIAL SERVICES	100-705-52023	1,019.95
CBM SYSTEMS LLC	222082	06/02/2022	JANITORIAL SERVICES	100-706-52023	2,000.00
CBM SYSTEMS LLC	222082	06/02/2022	JANITORIAL SERVICES	100-708-52023	127.85
CBM SYSTEMS LLC	222082	06/02/2022	JANITORIAL SERVICES	100-709-52023	152.76
CBM SYSTEMS LLC	222082	06/02/2022	JANITORIAL SERVICES	100-715-52023	1,269.80
AT&T MOBILITY	287302289330X05232022	06/02/2022	287302289330 POLICE PHONES	100-705-52010	1,661.27
JAMIE EDWARDS - AP	5.26.2022	06/02/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	30.04
DAWN RICHARDSON - AP	5.26.2022	06/02/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	32.18
LUCY HEIL ATTORNEY AT LAW	MAY 2022	06/02/2022	LEGAL SERVICES	100-704-52019	1,700.00
STEVEN R SCHARFSTEIN	00158	06/06/2022	COURT ATTORNEY FEES	100-704-52019	200.00
BEMIS	10096	06/06/2022	10 WHT WORVE ENV	100-715-52001	723.50
PAMPLIN MEDIA GROUP	240025	06/06/2022	SPONSOR DISPLAY AMAZING K...	100-701-52040	500.00
ERSKINE LAW PRECTICE LLC	6.1.2022	06/06/2022	5/1/22-5/31/22	100-704-52019	6,733.25
ROSS DENISON LAW	6.5.2022	06/06/2022	PROFESSIONAL SERVICES COU...	100-704-52019	125.00
PAULSON PRINTING CO.	680	06/06/2022	BLUEPRINT SCAN	100-711-52001	205.50
TRUVIEW BSI	7200074103	06/06/2022	REPORT CHARGES	100-706-52014	155.45
BRIDGE TOWER OPCO LLC	745426905	06/06/2022	BIDS	100-707-52019	137.94
OREGON PATROL SERVICE	8174	06/06/2022	COURT SERVICES	100-704-52019	1,329.15
NET ASSETS	95-202205	06/06/2022	ESCROW TITLE SERVICES	100-707-52019	399.00
Fund 100 - GENERAL FUND Total:					20,529.90
Fund: 202 - COMMUNITY DEVELOPMENT					
MAUL FOSTER ALONGI INC	45900	06/06/2022	BWP ON CALL SERVICES	202-722-52019	1,103.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					1,103.00
Fund: 203 - COMMUNITY ENHANCEMENT					
BOBBIE JO KING	000001	06/06/2022	PARENT CAFE APRIL MAY	203-709-52028	375.00
LISA HILLS	6.6.2022	06/06/2022	LINE DANCING	203-709-52028	336.00
LISA HILLS	INV0002663	06/06/2022	BOOT CAMP CLASS	203-709-52028	263.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					974.00
Fund: 302 - WATER SDC					
DONOVAN ENTERPRISES INC	1448	06/06/2022	COUNCIL WORK SESSION / SDC..	302-000-52019	3,806.69
Fund 302 - WATER SDC Total:					3,806.69
Fund: 601 - WATER					
CITY OF COLUMBIA CITY	6.10.2022	06/06/2022	001754-001	601-732-52003	84.93
LAWRENCE OIL COMPANY	CFSI-8505	06/06/2022	247752 WATER	601-732-52022	99.53
H.D FOWLER COMPANY	I6099616	06/06/2022	GASKETS	601-731-52001	94.27
Fund 601 - WATER Total:					278.73
Fund: 603 - SEWER					
CITY OF PORTLAND	10406323	06/01/2022	LAB SERVICES	603-736-52064	1,669.00
CITY OF PORTLAND	10406323	06/01/2022	LAB SERVICES	603-737-52064	1,669.00
ALLSTREAM	18434799	06/01/2022	ALLSTREAM PHONE ACCT 754...	603-736-52010	25.48
ALLSTREAM	18434799	06/01/2022	ALLSTREAM PHONE ACCT 754...	603-737-52010	25.48

Expense Approval Register

Packet: APPKT00

Item #11.

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HUDSON GARBAGE SERVICE	12128057S046	06/02/2022	8333- TRASH WWTP 451 PLY...	603-736-52023	141.40
HUDSON GARBAGE SERVICE	12128057S046	06/02/2022	8333- TRASH WWTP 451 PLY...	603-737-52023	141.40
HACH	12973647	06/02/2022	LBOD PROBE	603-000-53001	1,421.28
CBM SYSTEMS LLC	222082	06/02/2022	JANITORIAL SERVICES	603-736-52023	233.22
COLUMBIA RIVER PUD	6.1.2022	06/02/2022	38633 594 S 9 ST POWER	603-737-52003	12,659.61
ADVANCED ELECTRICAL	214608	06/06/2022	WWTP SERV CAL	603-737-52019	850.06
PAULSON PRINTING CO.	625	06/06/2022	TSS WORKSHEET	603-736-52001	67.50
PAULSON PRINTING CO.	625	06/06/2022	TSS WORKSHEET	603-737-52001	67.50
QUALITY CONTROL SERVICES I...	67271	06/06/2022	ON SITE SERVICE	603-736-52019	90.00
QUALITY CONTROL SERVICES I...	67271	06/06/2022	ON SITE SERVICE	603-737-52019	90.00
Fund 603 - SEWER Total:					19,150.93

Fund: 702 - INFORMATION SYSTEMS

ALLSTREAM	18434799	06/01/2022	ALLSTREAM PHONE ACCT 754...	702-000-52010	50.94
MORE POWER TECHNOLOGY ...	13396	06/06/2022	PREMIUM AGREEMENT MON...	702-000-52019	10,336.15
COMCAST	5.21.2022	06/06/2022	COMCAST CABLE 8778108990...	702-000-52003	1,620.01
Fund 702 - INFORMATION SYSTEMS Total:					12,007.10

Fund: 703 - PW OPERATIONS

LAWSON PRODUCTS	9309572331	06/01/2022	MATERIALS	703-734-52099	318.87
HUDSON GARBAGE SERVICE	12128182S046	06/02/2022	7555- TRASH PW 984 OR ST	703-734-52023	87.65
HUDSON GARBAGE SERVICE	12128697S046	06/02/2022	CASCADES TISSUE SITE	703-734-52023	135.96
LAWRENCE OIL COMPANY	CFSI-8505	06/06/2022	247751 ENGINEERING	703-733-52022	49.73
LAWRENCE OIL COMPANY	CFSI-8505	06/06/2022	247750 PUBLIC WORKS	703-734-52022	101.39
LAWRENCE OIL COMPANY	CFSI-8505	06/06/2022	247748 PUBLIC WORKS	703-734-52022	2,009.89
Fund 703 - PW OPERATIONS Total:					2,703.49

Fund: 704 - FACILITY MAJOR MAINTNANCE

PEAK ELECTRIC GROUP LLC	24544	06/01/2022	WIRE AUTO DOOR OPENER	704-000-53025	789.25
THE DOOR WORKS CO INC	58010	06/06/2022	SR CENTER PUSH BUTTON KIT	704-000-53025	2,850.00
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					3,639.25

Grand Total: **64,193.09**

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	20,529.90
202 - COMMUNITY DEVELOPMENT	1,103.00
203 - COMMUNITY ENHANCEMENT	974.00
302 - WATER SDC	3,806.69
601 - WATER	278.73
603 - SEWER	19,150.93
702 - INFORMATION SYSTEMS	12,007.10
703 - PW OPERATIONS	2,703.49
704 - FACILITY MAJOR MAINTNANCE	3,639.25
Grand Total:	64,193.09

Account Summary

Account Number	Account Name	Expense Amount
100-701-52040	Communications	500.00
100-702-52019	Professional Services	185.10
100-704-52019	Professional Services	10,487.40
100-705-52010	Telephone	1,661.27
100-705-52019	Professional Services	23.50
100-705-52023	Facility Maintenance	1,128.25
100-706-52003	Utilities	80.93
100-706-52014	Recruiting Expenses	155.45
100-706-52023	Facility Maintenance	2,000.00
100-707-52001	Operating Supplies	62.22
100-707-52019	Professional Services	916.94
100-708-52023	Facility Maintenance	788.05
100-709-52023	Facility Maintenance	223.31
100-711-52001	Operating Supplies	205.50
100-715-52001	Operating Supplies	723.50
100-715-52023	Facility Maintenance	1,388.48
202-722-52019	Professional Services	1,103.00
203-709-52028	Projects & Programs	974.00
302-000-52019	Professional Services	3,806.69
601-731-52001	Operating Supplies	94.27
601-732-52003	Utilities	84.93
601-732-52022	Fuel	99.53
603-000-53001	Capital Outlay	1,421.28
603-736-52001	Operating Supplies	67.50
603-736-52010	Telephone	25.48
603-736-52019	Professional Services	90.00
603-736-52023	Facility Maintenance	374.62
603-736-52064	Lab Testing	1,669.00
603-737-52001	Operating Supplies	67.50
603-737-52003	Utilities	12,659.61
603-737-52010	Telephone	25.48
603-737-52019	Professional Services	940.06
603-737-52023	Facility Maintenance	141.40
603-737-52064	Lab Testing	1,669.00
702-000-52003	Utilities	1,620.01
702-000-52010	Telephone	50.94
702-000-52019	Professional Services	10,336.15
703-733-52022	Fuel	49.73
703-734-52022	Fuel	2,111.28
703-734-52023	Facility Maintenance	223.61
703-734-52099	Equipment Operations	318.87
704-000-53025	Capital Outlay - Sr Center	3,639.25
Grand Total:		64,193.09

Project Account Summary**Project Account Key**

None

Expense Amount

64,193.09

Grand Total:**64,193.09**