



COUNCIL WORK SESSION

Wednesday, May 04, 2022 at 1:00 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 WORK SESSION TO ORDER

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

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

1. Update on ODOT Rail Safety and Mobility Study - *Sean Clark & Gina Sisco, Port of Columbia County*
2. Utility Rates Presentation - *Steven Donovan & Matt*
3. Communications Semi-Annual Report - *Crystal*
4. Parks & Recreation Division Semi-Annual Report - *Shanna & Tory*
5. Discussion on 2022-2024 Strategic Workplan - *Rachael*
6. Review Events Management Audit - *John*
7. Review Draft Independent Contractor Agreement for Events Management - *John*
8. City Administrator John Walsh Report

ADJOURN

EXECUTIVE SESSION

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

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

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

FOR YOUR INFORMATION

Upcoming Dates to Remember:

- May 4, 1:00PM, Council Work Session, Council Chambers/Zoom
- May 4, 6:15PM, Council Public Hearing, Council Chambers/Zoom
- May 4, 6:30PM, Council Public Forum, Council Chambers/Zoom
- May 4, 7:00PM, Council Regular Session, Council Chambers/Zoom
- May 9, 4:00PM, Parks & Recreation Commission, Council Chambers/Zoom
- May 9, 7:15PM, Library Board, Zoom
- May 10, 7:00PM, Planning Commission, Council Chambers/Zoom
- May 11, 4:00PM, Council Special Session, Council Chambers/Zoom
- May 12, 5:00PM, Budget Committee, Council Chambers/Zoom

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

- PH: May 4, 6:15PM, Right-of-Way Vacation for Public Safety Facility
- PF: May 4, 6:30PM, Grey Cliffs Waterfront Park In-Water Facility Presentation

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/89388543526?pwd=aEpLL2RFdTVNbml5SXpraDRoTkJHZz09>

Meeting ID: 893 8854 3526

Passcode: 026715

Dial: 669-900-9128

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

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

The background image shows a wide-angle view of a rail yard. In the center, a long freight train with various colored cars is visible. To the right, a large orange crossing sign stands on a metal post, displaying 'WY2 & 3 TRACK' in black lettering. The foreground is a gravel-covered area with some tracks. The sky is clear and blue. In the top left corner, there is a decorative graphic of three wavy blue lines.

COLUMBIA COUNTY RAIL SAFETY AND MOBILITY STUDY

May 2022



Project Partners

Public –

City of Scappoose

City of St. Helens

City of Columbia City

City of Clatskanie

Columbia County

Columbia Economic Team

Port of Columbia County

Private –

Global Partners

NEXT Renewable Fuels

Railroad crossing delays undermine economic prosperity and public safety.

Study Purpose

- Evaluate existing at-grade railroad crossings in Columbia County
- Recommend priority crossings for safety improvements
- Seek community endorsement
- Consider project funding sources



Phase 1: Existing Conditions

- Listen to the community stakeholders
- Evaluate existing conditions
- Draft evaluation criteria
- Categorize railroad crossings (3 Tiers)

Phase 2: Conceptual Solutions

- Re-engage steering committee
- Solicit additional community feedback
- Finalize Evaluation Criteria and priorities
- Recommend improvements (top tier)
- Consider project funding sources



Columbia County

- Experiencing population and job growth
- Population growth is concentrated in Scappoose & St. Helens
- 49 at-grade public rail crossings today

Portland & Western Railroad

- Private railroad
- 90 trains monthly (some over 100 rail cars long)
- Travel speeds up to 25 mph



February 2020

- Consultant conducted 6 group stakeholder interviews
- Provided local knowledge and experiences
- Guide the decision-making process

What we heard:

- Safety and mobility challenges, especially in south Columbia County
- Local businesses rely on the railroad
- School access and bus operations impacted by certain crossings
- Residents have ideas for potential solutions



Safety

- Number of Federal Railroad Administration (FRA) Recorded Incidents

Public Input

- Concern expressed through interviews

Mobility

- 2020 Peak Hour Vehicles per Hour
- 2020 Peak Hour Vehicle Delay (min)

Three Tiers (vehicle delay):

- Tier 1 = Nine crossings (>10 min delay and/or with significant public concerns)
- Tier 2 = Twelve crossings (3-10 min delay)
- Tier 3 = Twenty-seven crossings (<3 min delay)

Crossing	FRA Incidents	Public Input	Delay
Lower Columbia River Highway	0	Significant Concerns	93 min.
Gable Road	4	Significant Concerns	27 min.
Deer Island Road	3		18 min.
St. Helens Street	1	Some Concerns	13 min.
Columbia Avenue	0		12 min.
Columbia Boulevard	1	Significant Concerns	11 min.
Wyeth Street	0		10 min.
High School Way	2	Most Significant Concerns	4 min.
Crown Zellerbach Road	0	Significant Concerns	4 min.

Phase 1:

- “Columbia County Safety & Mobility Study Existing Conditions Memorandum” – available on Port website

Phase 2:

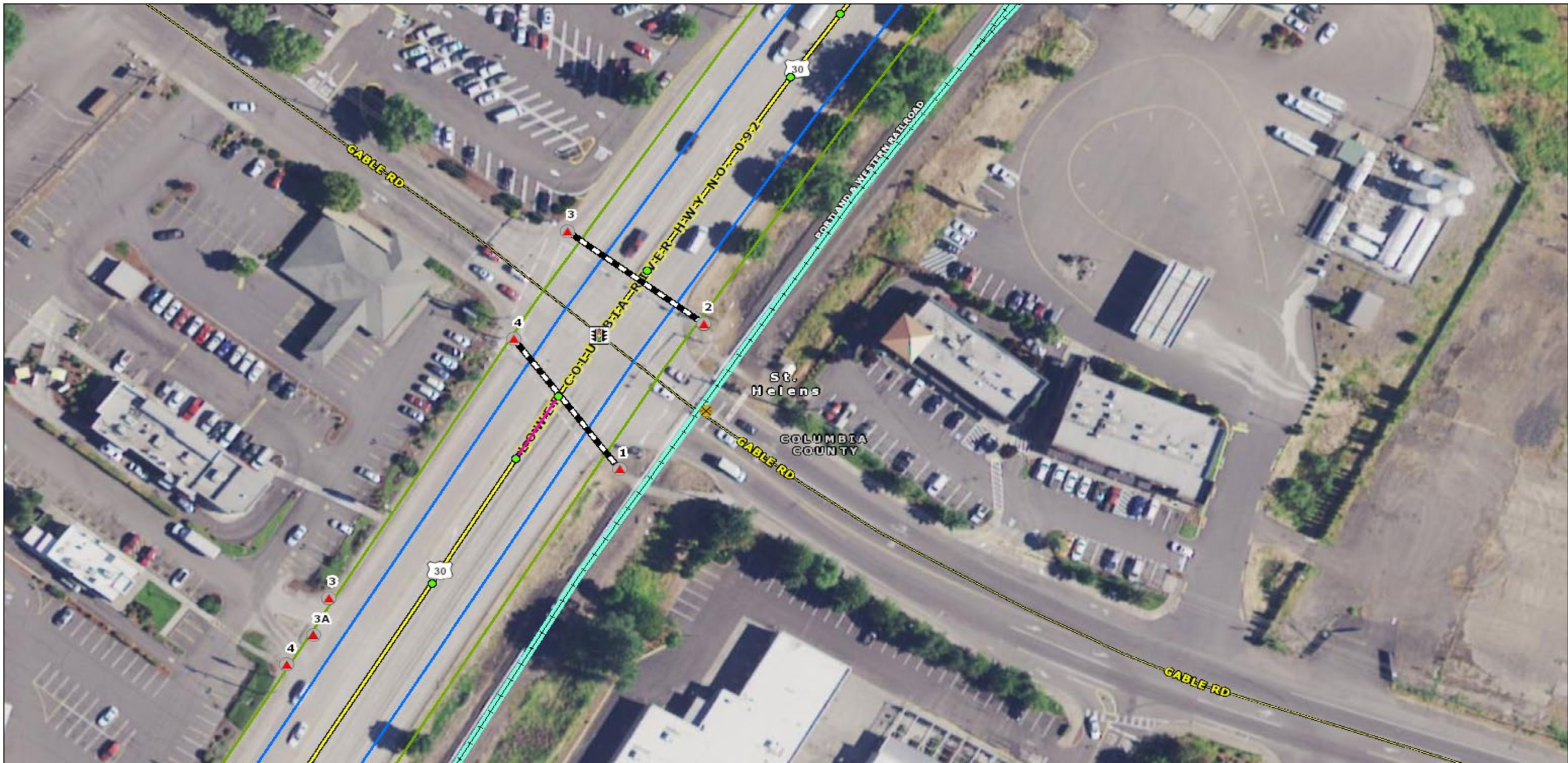


PRELIMINARILY IDENTIFIED TIER 1 PRIORITY CROSSINGS

Crossing	FRA Incidents	Public Input	Vehicles/ Hour	Delay
Lower Columbia River Highway	0	Significant Concerns	1,100	93 min.
Gable Road	4	Significant Concerns	520	27 min.
Deer Island Road	3		390	18 min.
St. Helens Street	1	Some Concerns	320	13 min.
Columbia Avenue	0		290	12 min.
Columbia Boulevard	1	Significant Concerns	270	11 min.
Wyeth Street	0		250	10 min.
High School Way	2	Most Significant Concerns	90	4 min.
Crown Zellerbach Road	0	Significant Concerns	120	4 min.

CROSSING: GABLE ROAD

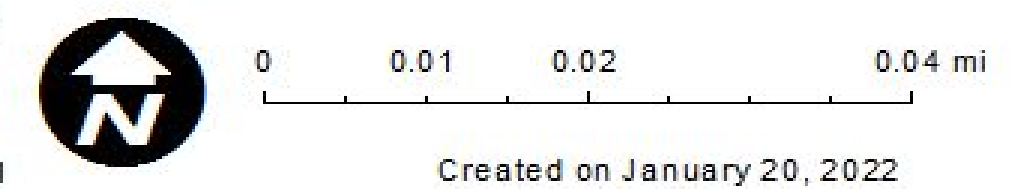
- Most dangerous and inconvenient crossing, with very long waits for unit trains and high levels of traffic.
- Insufficient distance between railroad track and traffic light stop bars for a single modern standard truck or bus.
- Breaking down or storing trains at the St. Helens yard contribute to delays.



- | | | | | | | | | |
|---------|-----------|--------------|---------------|-----------------------------------------------|--------------------------------------------|--------------|---------------------------|-------------------------|
| ● Signs | 🚦 Signals | ADA Ramps | ● ADA Corners | ○ Marked Crosswalks (no connecting ADA ramps) | ▬ Marked Crosswalks (connecting ADA ramps) | — Side walks | Bicycle Facilities | Traffic Barriers |
| | | ▲ Good | | | | | — Bike Lane | — Cable |
| | | ▲ Fair | | | | | — Shoulder > 5' | — Concrete |
| | | ▲ Poor | | | | | — Shared Lane | — Guard Rail |
| | | ▲ Missing | | | | | | |
| | | ▲ Not Needed | | | | | | |

CROSSING: GABLE ROAD

EXISTING CONDITIONS



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Oregon Department of Transportation

This product is for informational purposes and may not be suitable for legal, engineering, or surveying purposes. Users of this product should review and consult the primary data sources to determine the usability

CROSSING: GABLE ROAD

Previously identified improvements

- 2 proposed improvements in the *2011 St. Helens Transportation System Plan*:
 - Installation of dual left turn lanes and separate right-turn lanes on all four intersection approaches
 - Implement coordinated signal timing along the highway corridor
- Recommended improvements in the *2017 Columbia County Transportation System Plan*:
 - Infill development and enhanced roadway crossings to promote walking
 - Bicycle and pedestrian accommodations including on-road bike lanes, wide shoulders, and off-road shared-use paths
 - Pedestrian crossing at US 30 and Gable Road

CROSSING: GABLE ROAD

Grade Separation Conceptual Alternative at Port Avenue

- Assessed potential crossings within ½ mile north and south of Gable Road and US 30
- Considered bridge length, wall length, right-of-way impacts and existing city infrastructure
- Improvements would be required to Port Avenue, Maplewood Drive, Matzen Street, and driveways on west side of US 30

Fundability

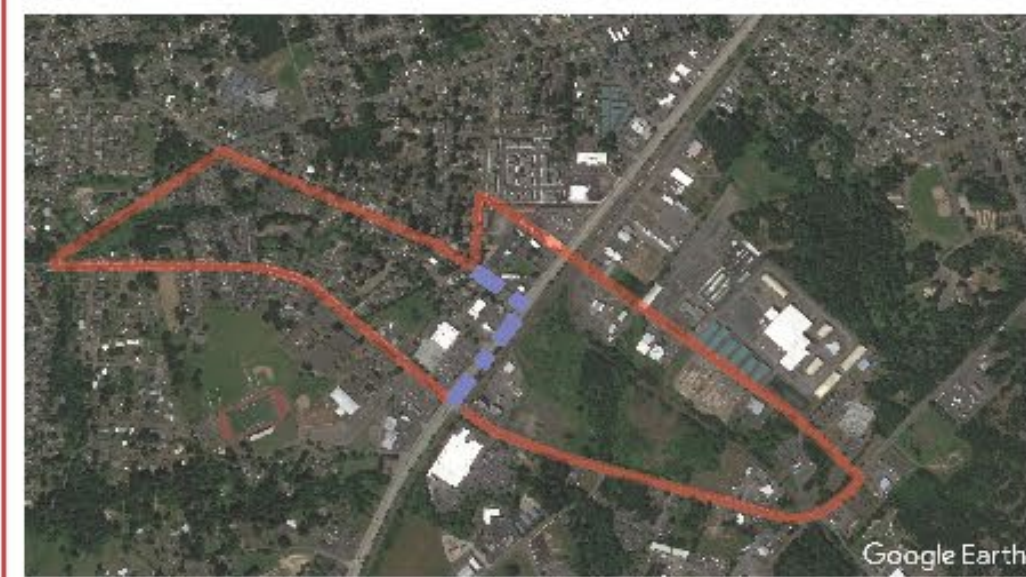
- Approximately \$61 million (escalated to 2030)
- Multiple funding sources required
- RAISE grants

KEY

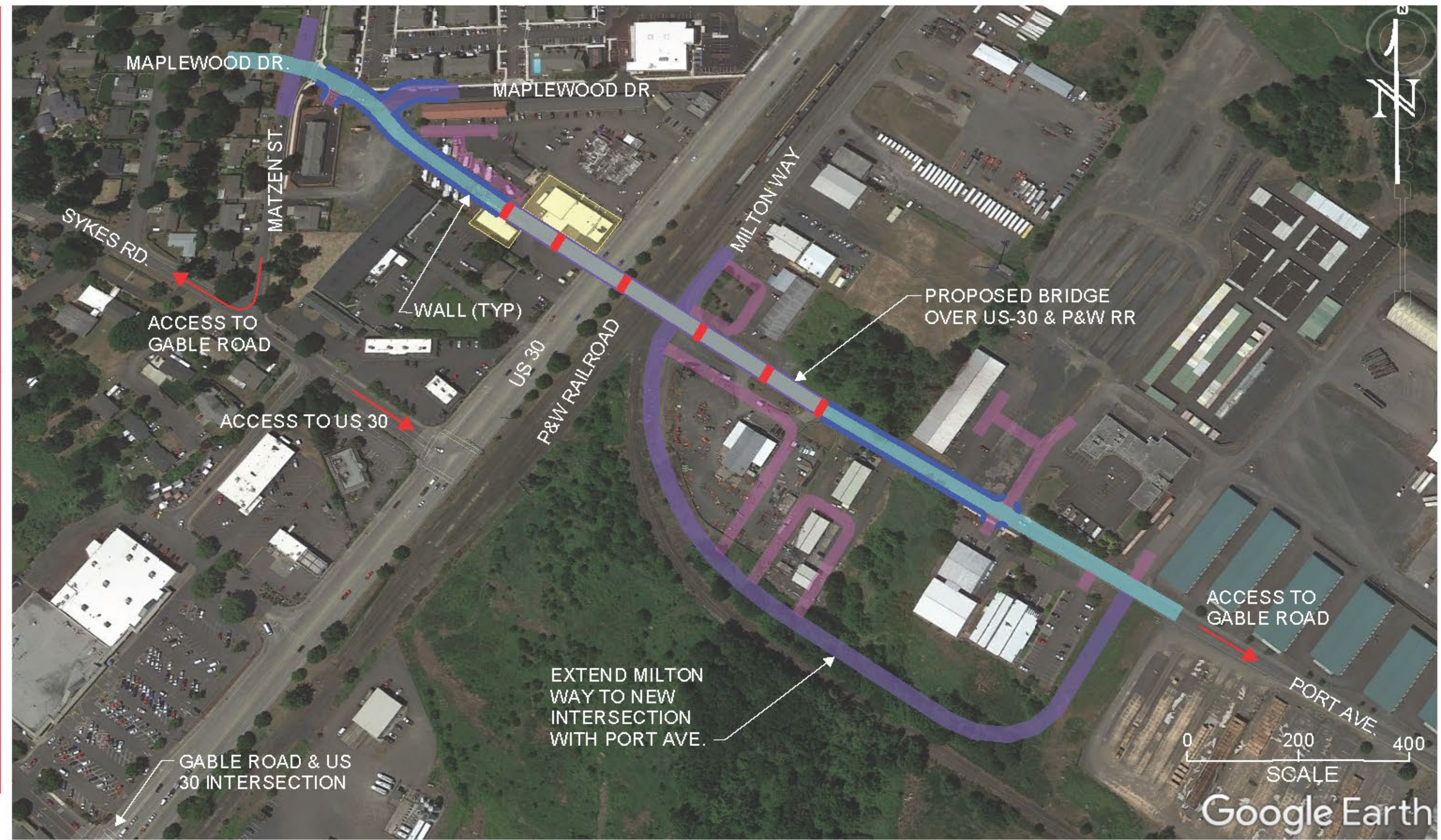
- CONCEPTUAL ALIGNMENT FOR GRADE SEPARATION OF PORT AVENUE
- BRIDGE LIMITS
- CONCEPTUAL MODIFIED CITY STREETS
- CONCEPTUAL MODIFIED PRIVATE DRIVEWAYS
- RETAINING WALLS
- BUILDING IMPACTS (LIKELY)

GABLE ROAD DETOUR ROUTE

DISTANCE TO TRAVEL WHEN GABLE ROAD IS BLOCKED BY TRAIN NEAR US 30 INTERSECTION



- GABLE RD. LOOP = 3.0 MILES
- US 30 LOOP = 1.7 MILES



CONCEPTUAL GABLE ROAD GRADE SEPARATED RAILROAD CROSSING ALTERNATIVE

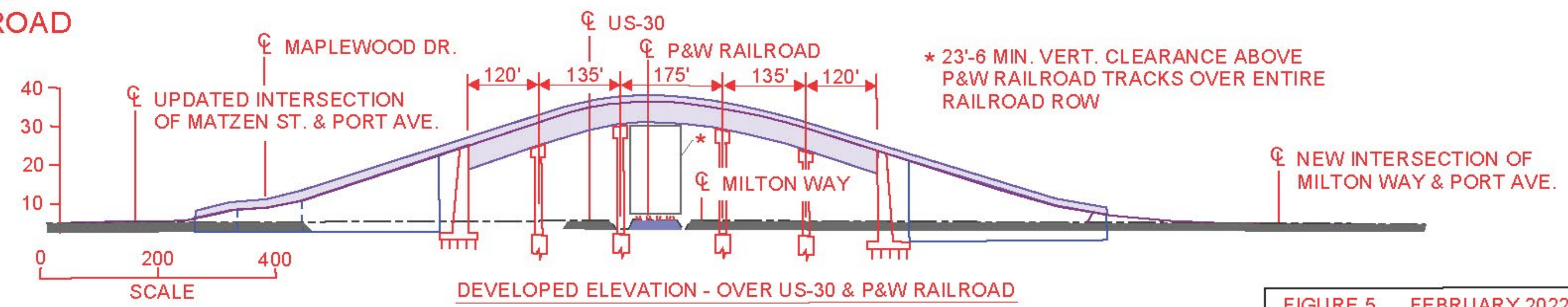


FIGURE 5 FEBRUARY 2022

CROSSING: DEER ISLAND ROAD

Previously identified improvements

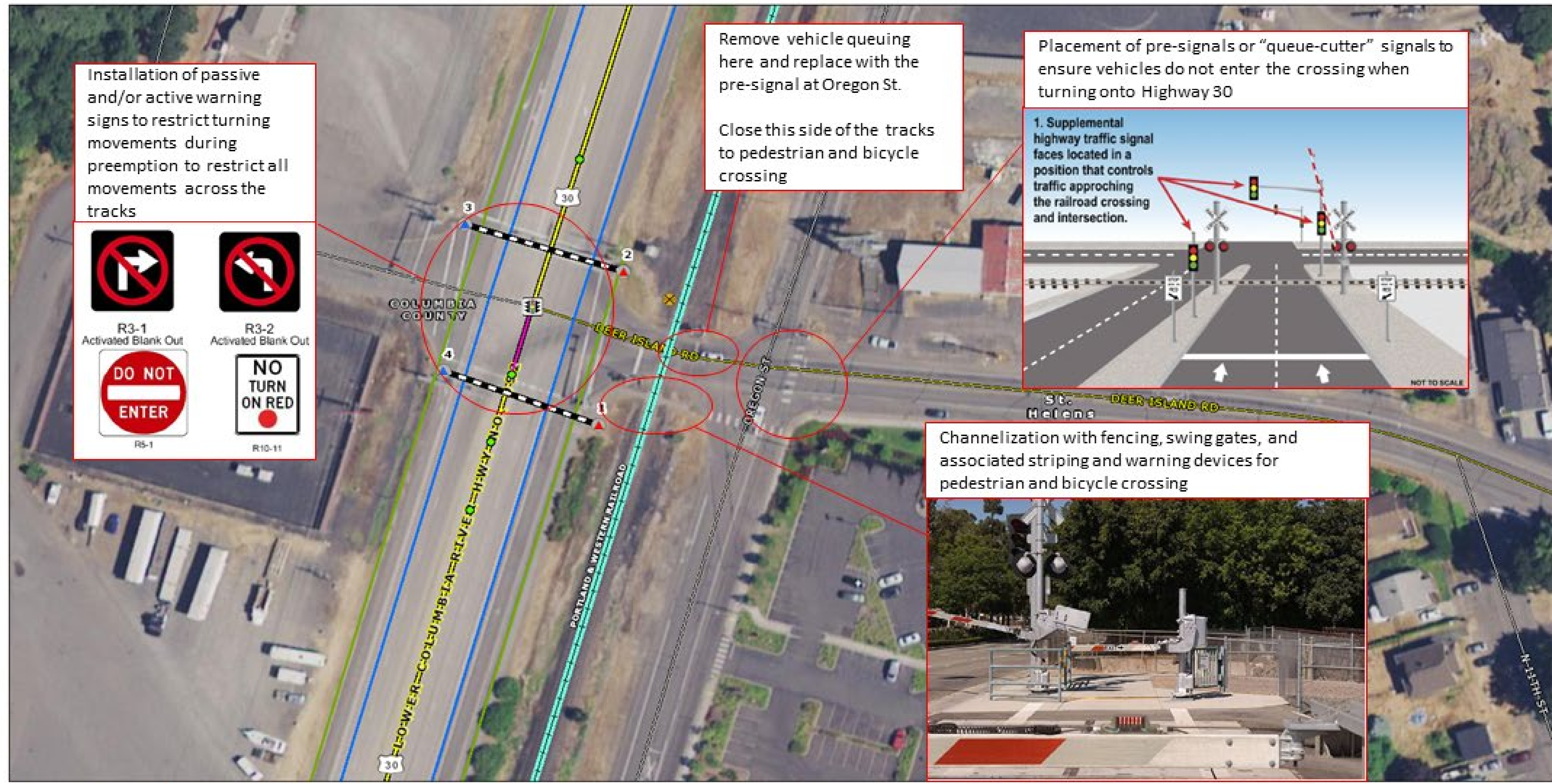
- 8 proposed improvements in the *2011 St. Helens Transportation System Plan*

Additional conceptual solutions

- Installation of passive and/or active warning signs
- Remove vehicular queuing
- Placement of pre-signal (also known as queue-cutter signals)
- Channelization with fencing, swing gates, striping, and bike/ped. warning devices

Fundability

- Section 130 funds
- Non-federal, 10% match from local sources required



CROSSING: DEER ISLAND ROAD

CONCEPTUAL IMPROVEMENTS

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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CROSSING: HIGH SCHOOL WAY

Stakeholder-recommended improvements

- Exemption to State school bus crossing standards
- School walk zone in Scappoose School District
 - Multiple pedestrian-vehicle collisions at this intersection
- Construct a pedestrian bridge
 - Estimated cost \$10 million - \$25 million
 - Significant right-of-way impacts

Fundability

- Section 130 funds
- Non-federal, 10% match from local sources required
- Pedestrian overcrossing will require substantially more funding, potentially through RAISE grant.

CROSSING: HIGH SCHOOL WAY

Quiet Zone improvement alternative (safety upgrades to current conditions)

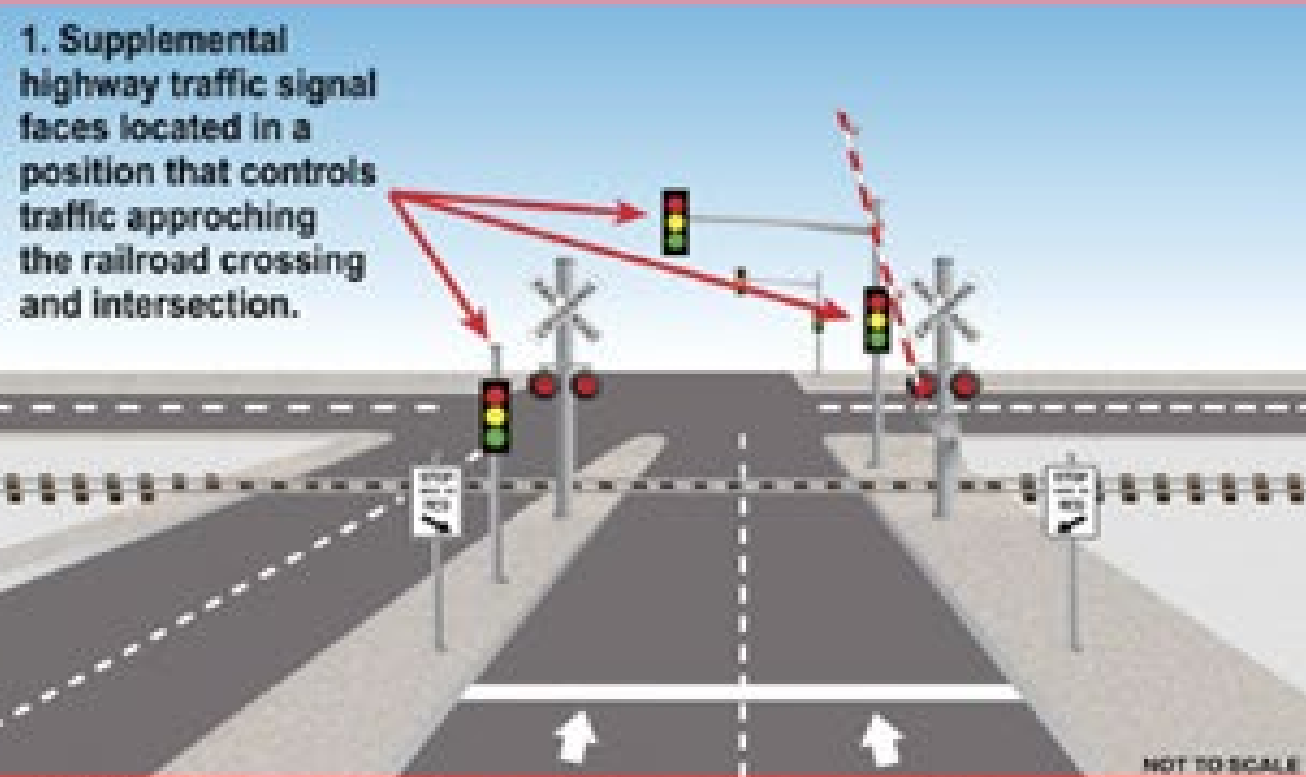
- Quiet Zone can be considered at this crossing OR between Havlik Drive and Crown Zellerbach Road
- Installation of vehicular four-quadrant gate system with a pedestrian automatic gate
- Installation of passive and/or active warning signs
- Remove vehicular queuing
- Placement of pre-signal (also known as queue-cutter signals)
- Channelization with fencing, signage, and striping, and bike/ped. warning devices

Process for Quiet Zone implementation is guided by the FRA, established by ODOT

Establishment of a Queue Zone

Remove vehicle queuing here and replace with the pre-signal

Placement of pre-signal or "queue-cutter" signal to ensure vehicles do not enter the crossing when turning onto Highway 30



Installation of passive and/or active warning signs to restrict turning movements during preemption to restrict all movements across the tracks



Installation of a vehicular four-quadrant gate system with a pedestrian automatic gate that shares the same assembly as the vehicle automatic gate

Pedestrian channelization using fencing, signage, and striping



● Signs

🚦 Signals

▲ ADA Ramps

● ADA Corners

○ Marked Crosswalks (no connecting ADA ramps)

▬ Marked Crosswalks (connecting ADA ramps)

— Sidewalks

▲ Good

▲ Fair

▲ Poor

▲ Missing

▲ Not Needed

— Bicycle Facilities

— Traffic Barriers

Bike Lane

Shoulder > 5'

Shared Lane

Cable

Concrete

Guard Rail

CROSSING: HIGH SCHOOL WAY CONCEPTUAL IMPROVEMENTS

0 0.01 0.02 0.04 mi

Created on January 19, 2022

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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OTHER CROSSINGS

General improvements to consider throughout Columbia County include:

- Installing better freight route and directional signage
- Initiating a safety outreach campaign, supported by Operation Lifesaver
- Investing in Intelligent Transportation Systems so commuters can respond to delay in real time

Improvement alternatives can be grouped by community to better address local issues

- Final report will list potential improvements for all 49 rail crossings



Funding Partners

PHASE 1 - \$50,000

City of Scappoose	\$7,500
City of St. Helens	\$7,500
City of Columbia City	\$1,000
City of Clatskanie	\$3,000
Columbia County	\$10,000
Columbia Economic Team	\$2,500
Global Partners	\$3,750
NEXT Renewable Fuels	\$7,500
Port of Columbia County	\$7,250*

PHASE 2 - \$84,000

City of Scappoose	\$7,500
Port Planning & Marketing Grant (State of Oregon)	\$30,000
Port of Columbia County	\$34,000*

FUNDING ASK - \$7,500

*Plus staff time



CONTACT

Gina Sisco

Communications & External Affairs Manager

Sisco@PortofColumbiaCounty.org

www.PortofColumbiaCounty.org



City of St. Helens

City Council Work Session

Utilities Rates Presentation

May 4, 2022





Today's Agenda

- Utilities rate making methodology explained
 - Proposed definitions of water and wastewater Equivalent Dwelling Units (EDUs)
- Recommended rates by year for the next five years
- Water rates details
- Wastewater rates details
- Stormwater rates details
- Regional utilities rates recap
- Next steps



Rate Making Methodology

- Each utility (water, wastewater, and stormwater) has its own 20-year financial forecast model with the following key elements:
 - Operating budget
 - Growth forecast
 - Capital Improvement Plan
 - Cash flow
 - Debt management

Proposed Definitions for Water & Wastewater EDUs



- Chapter 13.20.020 defines the Drainage Residential Unit (DRU) for stormwater service, but no such definition exists for water and wastewater utilities services.
- ***Proposed water EDU definition:*** “Water Equivalent Dwelling Unit (EDU)” means for domestic water service; one EDU shall be equivalent to a ¾-inch meter and is equivalent to 591 cubic feet (cf) of water per month for planning purposes.
- ***Proposed wastewater EDU definition:*** “Wastewater Equivalent Dwelling Unit (EDU)” means for wastewater service; one EDU shall be 476 cubic feet (cf) per month of residential strength wastewater defined as having a maximum concentration of 220 milligrams per liter (mg/l) biochemical oxygen demand (BOD5) and 220 milligrams per liter (mg/l) total suspended solids (TSS).



Recommended Rates by Year

City of St. Helens Current, Proposed, and Forecasted Average Monthly Utility Bills - Single Family Residential

Utility Service	Current 2022	Proposed 2023	Forecast			
			2024	2025	2026	2027
Water	\$ 44.01	\$ 45.34	\$ 46.72	\$ 48.13	\$ 49.57	\$ 51.05
Wastewater	46.95	50.67	54.69	59.06	63.79	68.90
Stormwater	<u>11.71</u>	<u>14.39</u>	<u>16.79</u>	<u>19.68</u>	<u>19.86</u>	<u>20.05</u>
Total	\$ 102.67	\$ 110.40	\$ 118.20	\$ 126.87	\$ 133.22	\$ 140.01
change - \$		\$ 7.73	\$ 7.80	\$ 8.67	\$ 6.36	\$ 6.79
change - %		7.53%	7.06%	7.33%	5.01%	5.09%



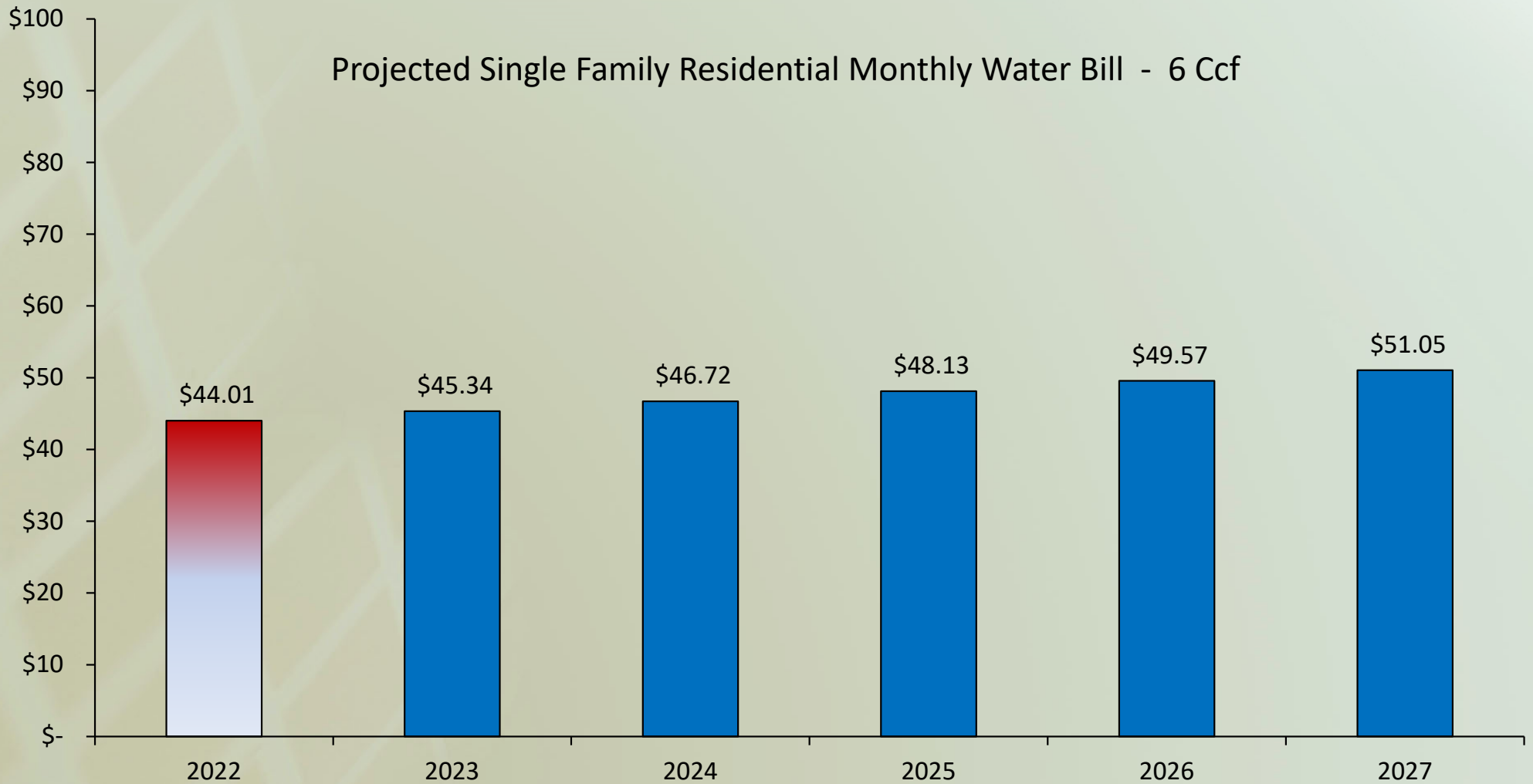
Water

- Water is strong
 - We estimate the fund will end this FY with a cash balance of \$3.8 million.
 - Modeling indicates we could fund all CIPs and still not raise rates for five (5) years. However, we would eat reserves to do it. In this case water EFB would be below \$2.5m at the end of year 5.
 - Recommendation – Raise rates annually for inflation (i.e., 3% per year). This assumes current abnormally high inflation rates abate back to historical norm.



Water - Continued

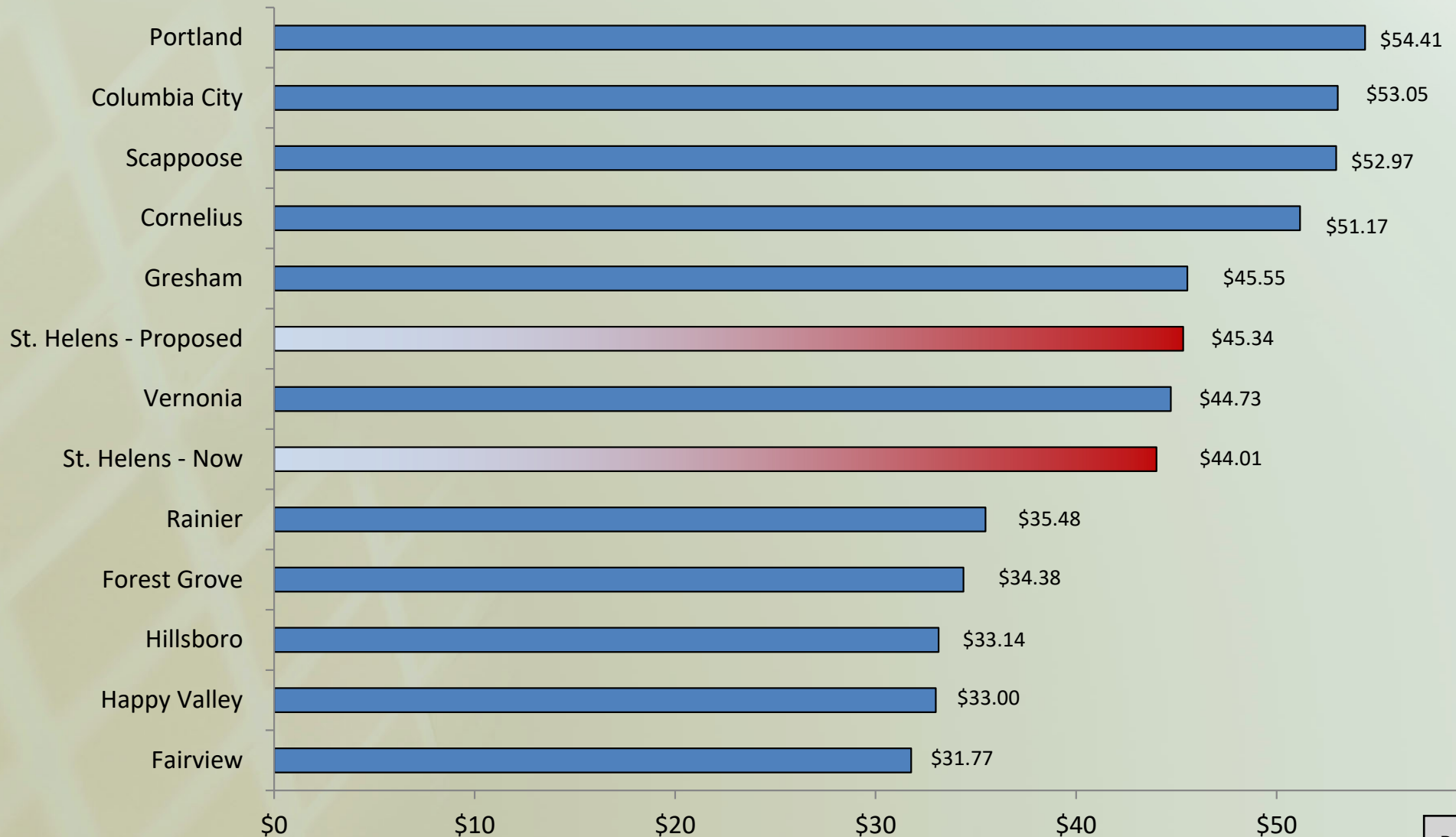
Projected Single Family Residential Monthly Water Bill - 6 Ccf



Water – Neighboring Communities Monthly Bills



Neighboring Communities' Water Bills for 6 Ccf of Water per Month - May, 2022



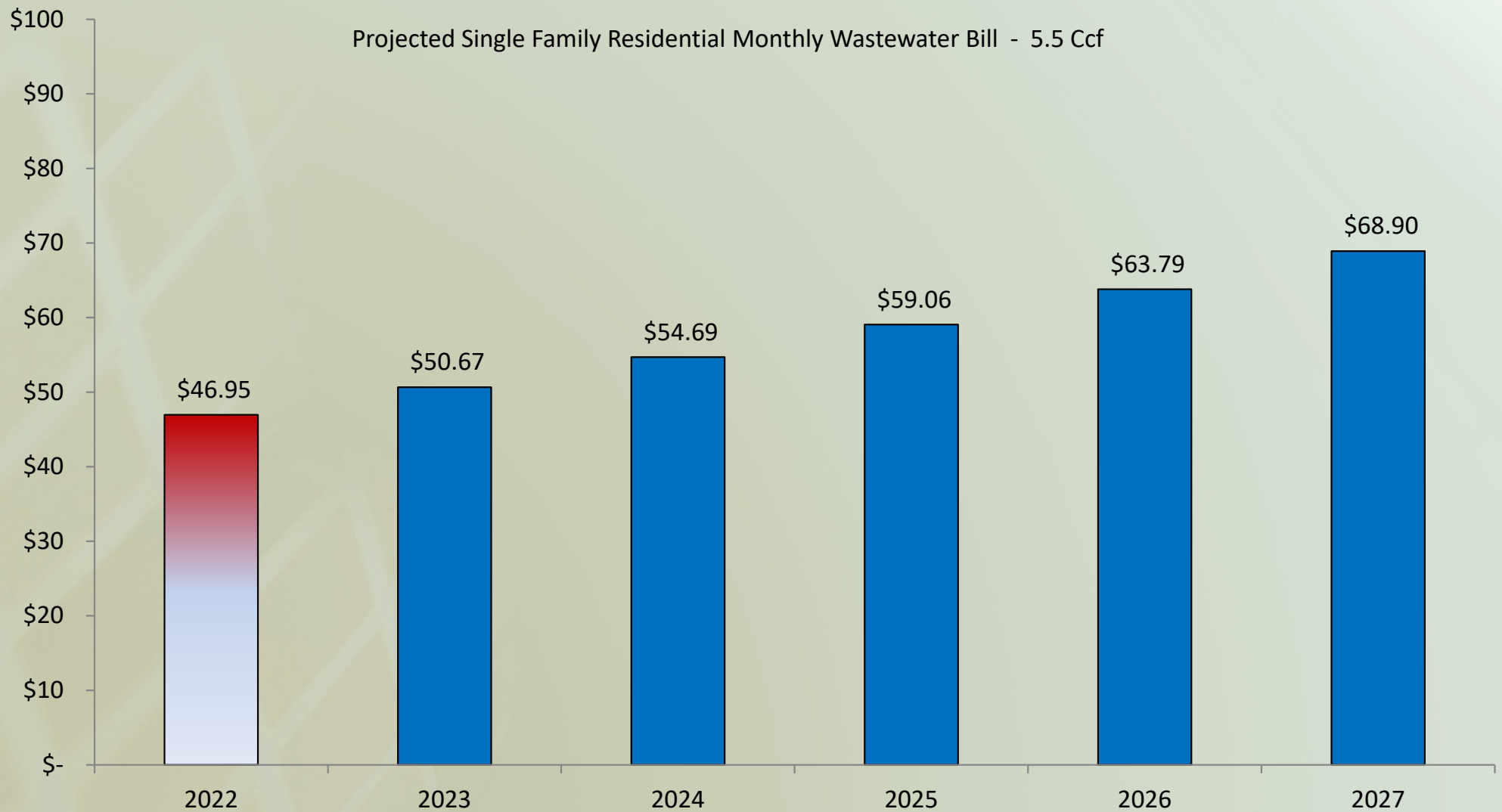


Sewer

- Sewer is stable now but is facing some big capital needs (i.e., Basins 4, 5, and 6 pipeline upsizing and relocates)
- To fix critical collection system capacity bottlenecks, the base case assumes:
 - Borrow ~\$10.4 million now for basin 4
 - Borrow ~\$4.9 million in two years for basin 5
- With use of reserves to manage rate spikes, the base case forecast assumes ~8% per year general rate increases every year for the next 5 years.



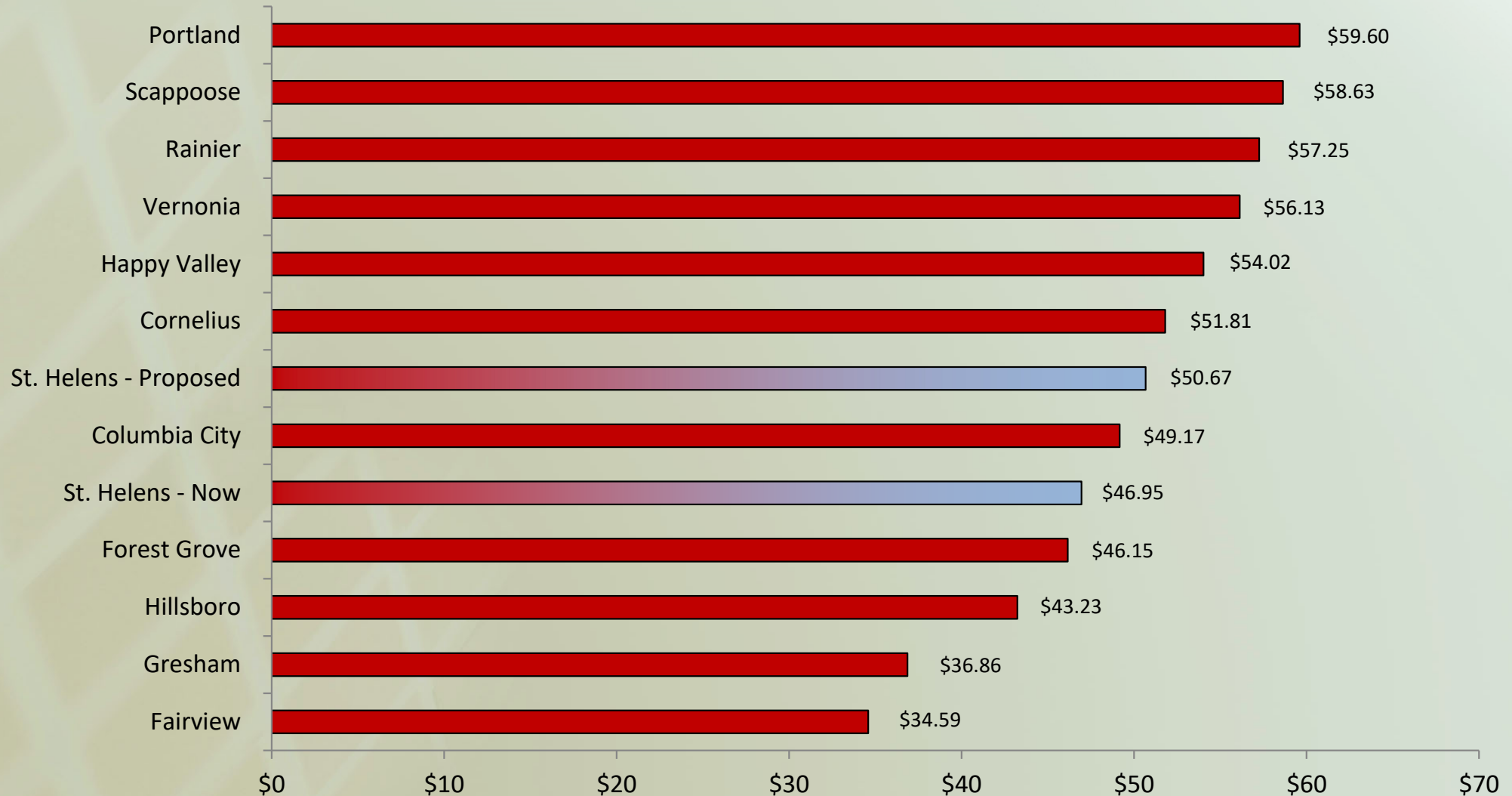
Sewer – Continued



Sewer – Neighboring Communities Monthly Bills



Neighboring Communities' Wastewater Rates for 5 Ccf of Winter Average Monthly Flow - May, 2022





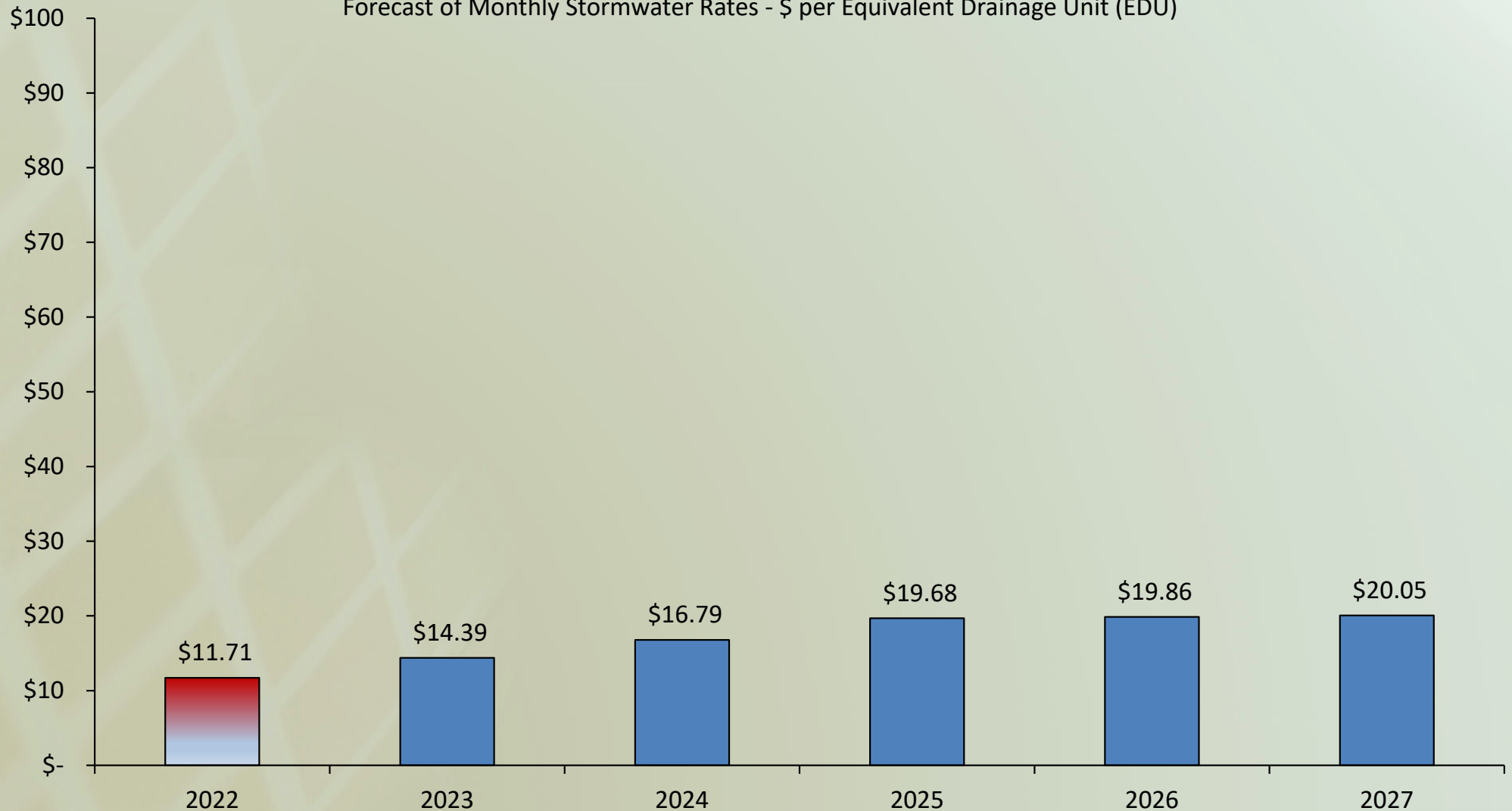
Stormwater

- Stormwater is weak with low monthly rates (\$11.71 per EDU) and about \$1.4 million in fund balance.
 - ✓ Even with just \$100k budgeted for capital in the upcoming FY23, we will need a rate increase just to cover current costs on July 1, 2022.
 - ✓ Without significant rate increases it is simply unfeasible to include master plan capital projects into the forecast of a “pay-as-you-go” strategy.
 - ✓ If the Council is willing to use debt to fund the prescribed master plan CIPs, we can make it work but we will most certainly double current stormwater rates over the five-year forecast.



Stormwater – Debt Funding of Master Plan CIP

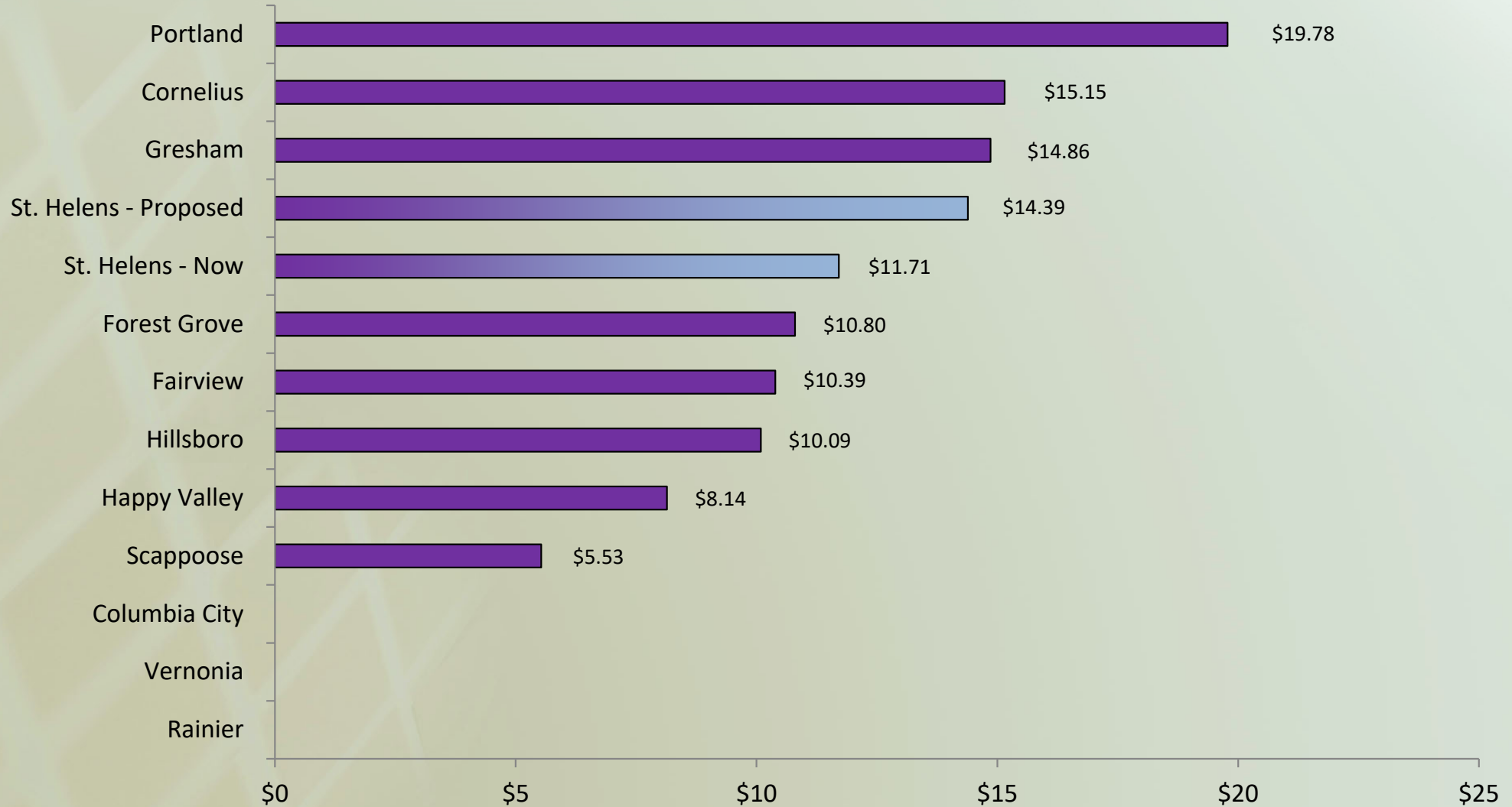
Forecast of Monthly Stormwater Rates - \$ per Equivalent Drainage Unit (EDU)





Stormwater – Neighboring Communities Monthly Bill

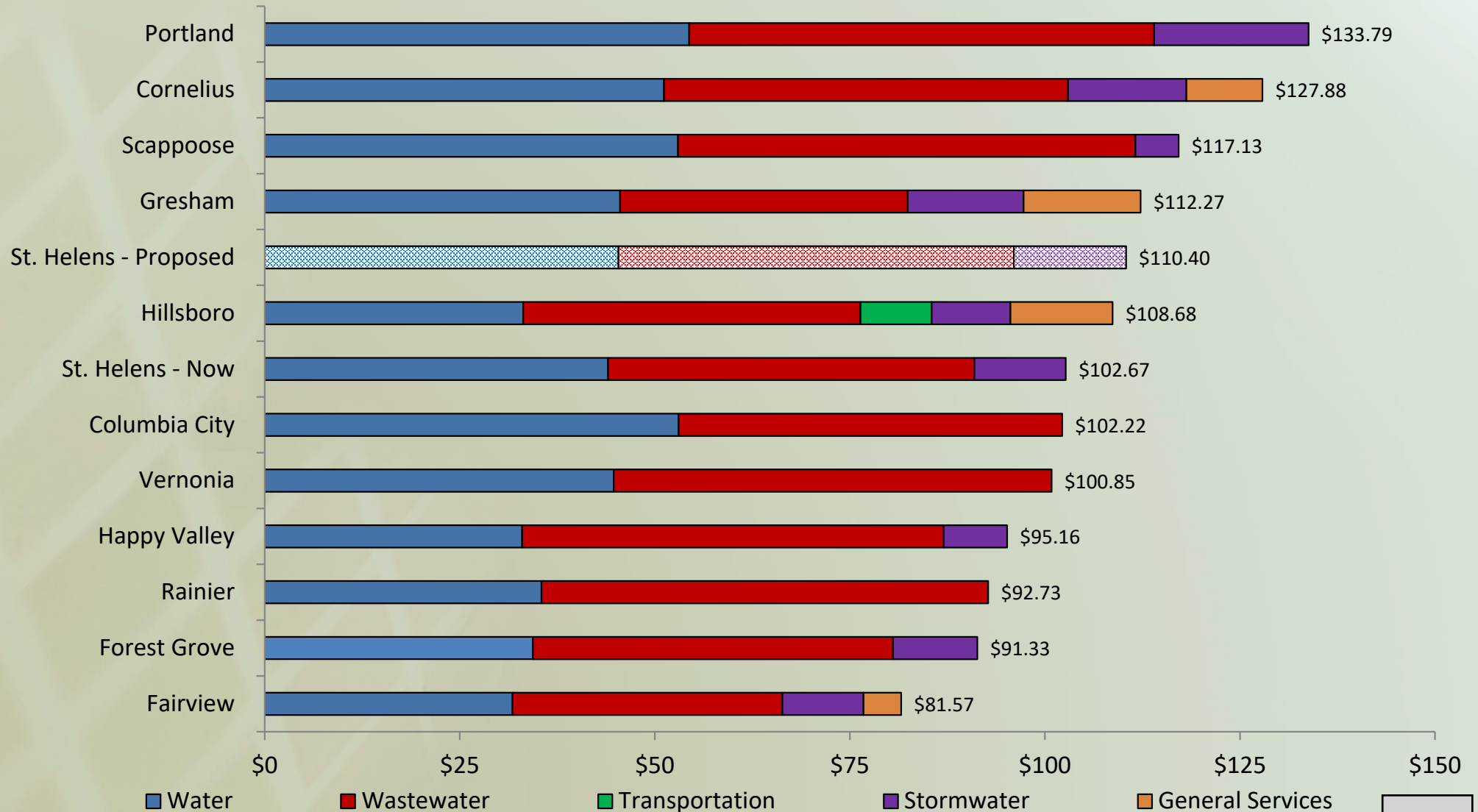
Neighboring Communities' Monthly Stormwater Rates - May, 2022





Regional Utilities Rates Recap

Regional Utilities Rates per Month - May, 2022





Next Steps

- Next week you will be presented with the proposed fiscal 2022-2023 budget for the City
- The most critical inputs to this budget is utilities rates.
- Staff recommends you adopt the recommend rate increases for the three utility services on July 1, 2022; thus, helping to balance the overall City budget

Questions



St. Helens Communications Report

NOVEMBER 2021 TO APRIL 2022



By the Numbers

21

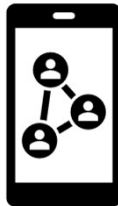
Press Releases



1 press release
every 6 days

796

Social Media
Posts



7 social media
posts every day

82

News Media
Contacts/Requests



3.4 media
requests per
week

14

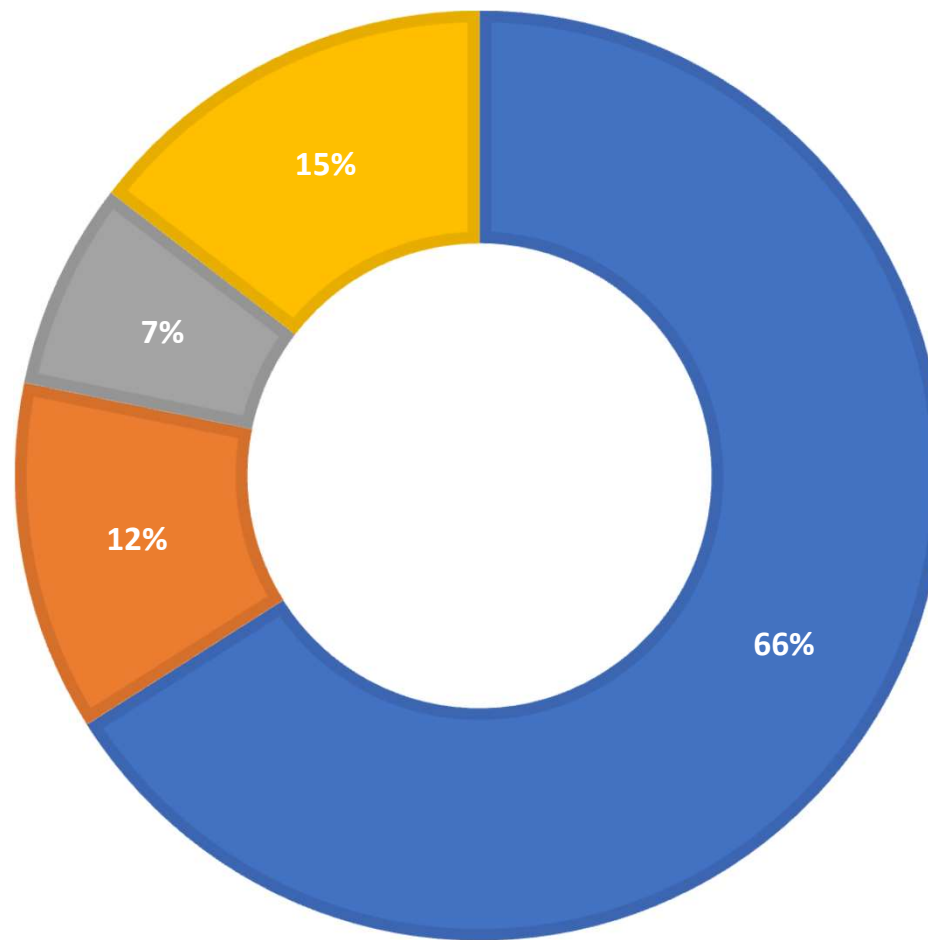
Newsletters



1 newsletter
every 9 days

DEPARTMENT ALLOCATIONS

■ Administration/Miscellaneous ■ Public Works ■ Police ■ Library



Projects / Focused Efforts

2021 Community Survey

Citizens Day in the Park

Waterfront Redevelopment Websites

Riverwalk Project Open House

Non-Profit Community Grants

Inclement Winter Weather

Christmas Ships/Santa

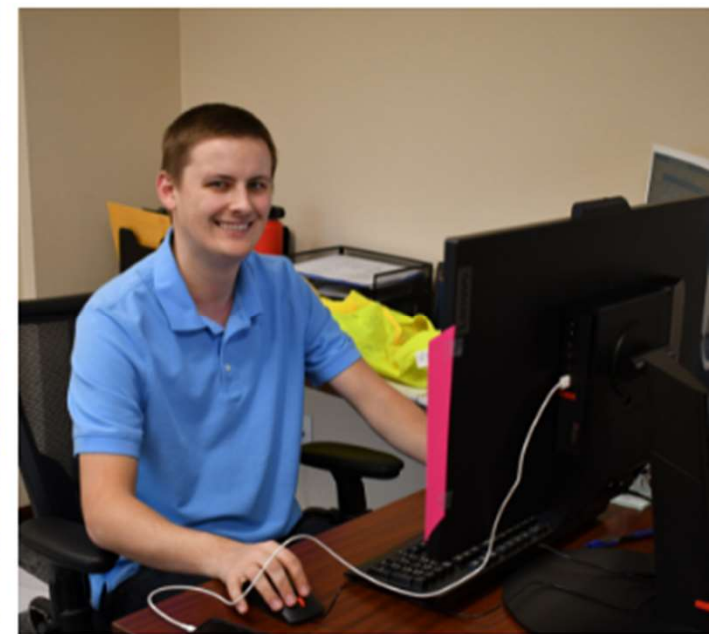
Engineers Week

Broadband Survey

SHPD Annual Report

December 2021 Snapshot

Council meetings	Follow up with SHPD Facebook DMs	SHPD holiday package safety tips
Budget document photos	Facebook Meta Team webinar	Winter Rec Program activities edits
SHPD Banquet photos and press release	Riverwalk Project website updates	Rec Program Teen Night event edits
2021 Community Survey	Paint Night Rec Program edits	Riverwalk Project parking questions from media
Makerspace activities	Updates to embedded pages on website landing page	Broadband Survey
Thanksgiving weekend car prowling investigation	Post-Riverwalk Project Open House updates	Happy Holidays video
Holiday event info	Rec Program Youth Basketball edits	Job openings
Deer head on Highway 30 media request	SHPD cash register theft case	SHPL Winter Reading Program
SHPD McClure DWI and SFST press release	Media inquiry about police barricade	Office closures for holidays
Holiday decorations media request	St. Helens Public Library Book Club	State of the City meeting
Weekly communications meetings	Campbell Park sports court surfacing install pics	SHPD stolen property recovery info
Communications expenditure reconciliation	Tourism contract info to media	Freezing weather Public Works safety info
Parks and Rec Sensory Santa event edits	Holiday season greetings advertisements	Warming shelters media request
Riverwalk Project Open House	URA Budget Committee meetings	Tourism special session meeting
Nature Buddies	E-Newsletters	Outdoor Family Storytime
Mayor end of year review for newspaper	Genial Genealogists	Make It! Library events
Don't Drink and Drive holiday advertisements		Inclement weather notices
Homeless camps and panhandling media request		



Up Next

National communications conference

Citizens Day in the Park

Return of most events post-COVID

Public Works Week promotional project

Waterfront groundbreaking projects

Emergency messaging for summer

Parks and Recreation Division

Semi-Annual Report – May 4, 2022

Shanna Duggan

Parks and Recreation Manager

City of St. Helens
FOUNDED 1850

Parks and Recreation: By the Numbers

13 City parks with over 135 acres

2 Recreation Facilities

11 Sports Fields

4 other City facilities groundskeeping maintained

4 retention ponds

8 irrigation systems

Mowing Lancaster property



Parks and Recreation Division

Parks and Recreation: By the Numbers

\$5930 in facility and park rentals

2 Recreation Facilities

52
Volunteers/instructors

\$105,000 in revenue for programs all put back into staffing/community

401 programs offered since October 2021

126 afterschool programs



Parks and Recreation Division

Efficiencies

- Utilizing staff where needed and providing additional office support so that Parks staff can focus on other tasks.
- Combined opportunities for grant funding.
- More streamlined approach for work orders and ordering.
- More public outreach with volunteer events, and joint programming.
- Joint effort in creating spaces and programming for citizens.





Parks and Recreation Division

GRANTS 2021/2022

- \$25,000 CPCCO Grant
- \$10,000 Blazer PLAY! Grant
- \$20,000 Greys Family Foundation
- \$3,000 Early Learning Hub
- \$21,250 Oregon State Oregon Camps
- \$75,000 OCF 2021 2021 K-12 Summer Learning
- \$25,000 OCF 2021 Early Learning Summer Support
- \$10,000 Additional Blazer PLAY! Grant
- \$37,000 Moda Assist
- \$1500 Early Learning HUB

Total: \$226,250

\$170,000 in grants have been applied for and awaiting results so far this year.



Parks and Recreation Division

Parks and Recreation Division

Successes so far 2022

- Building stronger partnerships with local organizations and nonprofits.
- Reopened afterschool program after school closures.
- Reopened programs due to COVID shutdowns.
- Opening of new Community Center.
- Updated picnic tables/trashcans that are easier for staff maintenance, and visually appealing to the community.
- Utilized shared equipment, staffing, and resources.
- Created a High Value list to accomplish some projects that have been pending. (Concrete dugouts at Campbell Park)
- Collaboration of projects with service/user groups to help the Parks and Recreation Department utilize resources effectively.
- Communication and partnerships with the School District for out of school time activities and spaces.
- Increased social media postings.
- Increased offerings for programming.



Parks and Recreation Division

Goals for 2022/2023

- Continued collaboration with user groups to achieve common goals.
- Continuing and developing new partnerships with local organizations.
- Look at feasibility of hosting tournaments to generate revenue for the Division. (Basketball, Soccer, Softball, Baseball, Disc Golf, Volleyball, etc.)
- Continue to host diverse and safe programs and spaces for all interests, age groups, and abilities.
- CIP focus on projects that have been identified in the Parks Master Plan that we are able to do with the capacity and resources we have.
- Business/Resident Sponsorship Opportunities.
- Adopt a park program/volunteer outreach.
- Increase grant applications and other funding opportunities.
- Expanding our Community Wellness HUB
- Revamping special use permit application to make it more user friendly.
- Continuing to make indoor and outdoor spaces make sense and functional.
- Communications and outreach to citizens.



NEW PLAYGROUND EQUIPMENT AT MCCORMICK PARK

Upcoming projects: benches, drinking fountain, signage, concrete path to the zipline.



Campbell Park



Upcoming projects: benches, pickleball net check out at the Library of things, future fencing funding, signage, security camera, vandalism preventive plan.

Parks and Recreation Division



Parks and Recreation Division

THANK YOU



Parks and Recreation Department

Organization Activity

From 2/26/2022 to 4/27/2022

	Registrations	Reservations	Memberships	Check-Ins	Profiles Created	POS Transactions
All	926	90	0	0	540	2
Resident	606	68	0	0	347	
Non-Resident	320	21	0	0	193	
No Residency Set	0	0	0	0	0	
Demographics						
< 18	795	0	0	0	259	
18 - 65	62	65	0	0	219	
65+	4	3	0	0	8	
Male	465	24	0	0	169	
Female	458	63	0	0	365	
Other Genders	3	2	0	0	6	
Online vs In-House						
Online	780	41	0	N/A	508	
In-Person	146	48	0	N/A	32	



CITY COUNCIL MEMO STRATEGIC WORKPLAN ADOPTION

DATE: MAY 4, 2022

We are pleased to present the 2022-2024 Strategic Workplan.

Overview:

This plan serves as a road map to meet today's needs and lays a strong foundation for the future in service to our residents. This plan will guide the work in core goal areas:



This approach keeps us transparent and holds us accountable to focusing resources on strategies that best serve the needs and aspirations of our community. In the coming years we will need support and partnership from all across our community to further St. Helens' continued livability, smart growth, and prosperity.

Every month, as part of regular reports in City Council Work Sessions, department leads share updates on strategic workplan items. Projects may be added or deleted by the City Council at any time in response to changing conditions. The intention of this Strategic Workplan is to create a living document that any person can access, read, and join in a shared understanding of projects underway and how they fit into goal areas.

Objectives - Tactics - Projects

The Strategic Plan is outlined by goal area with our main objectives, identified tactics and specific projects with notes on what department is leading the effort and associated costs (if known).

Department and Board/Commission reports give easy to understand overviews of projects, steps to completion, and any barriers that might cause the project to be delayed or changed.

Plan development:

This plan is the result of a series of organizational development workshops, the Community Input Survey, and a deeper look at how we can best serve all residents of our city. Through this process, our Council has taken the City's mission to heart, evaluated our vision and goal areas and, in this time of great opportunity, is looking strategically to our future. The Community Input Survey, citizen input, Boards and Commissions as well as Ad-Hoc citizen committees have input and share priorities and our city departments lead the plan implementation based on masterplans and the realities of service on the ground.

City of St. Helens
RESOLUTION NO. 1953

**A RESOLUTION OF THE CITY OF ST. HELENS CITY COUNCIL
ADOPTING A STRATEGIC WORKPLAN FOR 2022-2024**

WHEREAS, the City Council of St. Helens is committed to serving our community in adherence to our Vision: To provide quality, effective and efficient service to our community; and

WHEREAS, the City Council and staff have participated in an organizational development process to evaluate our vision, mission, goals, and objectives and to create this strategic workplan to direct limited resources to best meet the needs and aspirations of our community; and

WHEREAS, the City Council and staff commit to increase transparency, accountability and improve community civic engagement.

NOW THEREFORE, IT IS HEREBY RESOLVED that the City of St. Helens Strategic Workplan 2022-2024 adheres to the City's vision and strives to direct resources in line with strategic goals and work in the best possible manner to meet the needs of the community and to provide Council and staff a "report card" on how we are doing in leading and serving the City; and it is further

RESOLVED, that this plan will guide the work in core goal areas: effective and efficient organization, community and civic engagement, livable and safe community, economic development and long-term planning; and it is further

RESOLVED, that the City of St. Helens Strategic Workplan 2022-2024, attached hereto as Exhibit A, is hereby adopted.

Approved and adopted by the City Council on May 4, 2022, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

VISION: TO PROVIDE QUALITY, EFFECTIVE AND EFFICIENT SERVICE TO OUR COMMUNITY

*Mission: Develop and preserve the highest possible quality of life for residents, businesses and visitors.
Provide a safe and healthy environment within a sound economic framework.
Provide leadership which is open and responsive to the needs of the community and works for the benefit*

GOAL AREA 1: EFFECTIVE AND EFFICIENT ORGANIZATION

		<u>LEAD DEPARTMENT</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
Objective	Create and Maintain an Effective Organization			
Tactic	Review City Goals & Objectives to Prioritize City Projects			
Project	Review, Update, and Create Biennial Strategic Workplan	Administration	-	General Fund
Tactic	Maintain a Balanced and Sustainable Budget			
Project	Review and Discuss Biennial City Budget Process	Finance	-	General Fund
Tactic	Maintain a Stable Technology Environment			
Tactic	Managers Attend Professional Development Opportunities			
Project	Dept Managers attend Human Resources Training	City Recorder	-	All Funds
Tactic	Attend Regional Meetings and Represent the Community			
Tactic	Maintain an effective and efficient City Council			
Objective	Recruit and Retain Talented Staff			
Tactic	Support Professional Development Among All Staff			
Project	Support Staff Development Training & Certification	All Departments	-	All Funds
Project	Team Building Retreats	All Departments	-	All Funds
Objective	Maintain a Professional and Effective City Council			
Tactic	City Staff Provide Support and Guidance for Council and Commissions			
Tactic	Council Attend Opportunities in Development Trainings			
Project	Media Training for Council and Commission Members	Administration	-	General Fund
Project	Workshop and legal briefings on Council Function and duties	Administration	-	General Fund
Project	Review and Update Council Governing Policy	Administration	-	General Fund
Project	Review and Update Council Operating Rules	Administration	-	General Fund

GOAL AREA 2: COMMUNITY AND CIVIC ENGAGEMENT

		<u>LEAD DEPARTMENT</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
Objective	Be Responsive to Community Needs			
Objective	Expand Communication Efforts			
Tactic	Encourage & Build Collaboration with Local Organizations & Community			
Project	Explore & Strengthen Video/Media Communication	All Departments	-	General Fund
Project	Explore issue-focused stakeholder conversations	All Departments	-	General Fund
Project	Cultivate and sustain program level partnerships including: SHPL, SHPD, recreation	All Departments	-	All Funds
Project	Council Community engagement	Administration	-	General Fund
Project	Level of Service Review within Departments	Administration	-	All Funds
Project	Customer Focused FAQ Pamphlets/Videos	All Departments	-	All Funds
Objective	Expand Civic Participation			
Tactic	Hold Community Meetings to Encourage Participation			
Project	Host Town Hall Events for Community	Administration	-	General Fund
Project	Host Regular Public Forums on City Topics	Administration	-	General Fund
Project	Improve youth engagement through SHSD Civics/humanities class connections	Administration	-	General Fund
Objective	Community Center as Activity and Resource Hub			

GOAL AREA 3: LIVABLE AND SAFE COMMUNITY

		<u>LEAD DEPARTMENT</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
Objective	Create and Maintain a Safe Community			
Tactic	Improve Safety Throughout the Community			
Project	Decrease crime incidents by 5%	Police	-	General Fund
Project	Increase traffic safety and reduce traffic accidents	Police	-	General Fund
Objective	Maintain Safe and Inviting Public Services & Facilities			
Tactic	Improve Public Services & Facilities			
Project	Completion of New Public Safety Center	Administration	18,000,000	Public Safety Fund
Project	Complete Park Improvements - Campbell Park	Parks & Recreation	400,000	Grants
Project	Complete Urban Trail - Initial Implementation	Parks & Recreation	?	Parks & General Fund
Project	Incorporate Development Code Amendments from Housing Needs Analysis	Planning	-	General Fund
Project	CDBG Assistance with Columbia Pacific Food Bank	Planning	-	Grants
Project	City Hall Improvements - Bennet Building Façade Improvements (Phase 2)	Planning	20,000	Grants
Project	Park Improvements - Design & Permitting Dock & Fishing Pier at Grey Cliffs Park	Planning	-	General Fund

Project	Sidewalk Improvements - Columbia Blvd from Gable Rd to Sykes Rd	Public Works	404,000	Street Fund
Project	Waterline Improvements - Pittsburg Rd redundant line	Public Works	680,000	Water Fund
Project	Storm System Improvements - Ridgeway Loop	Public Works	60,000	Storm Fund
Project	Controls at collector wells # 2, #3	Public Works	13,000	Water Fund
Project	Fire suppression - small diameter pipe replacement	Public Works	250,000	Water Fund
Project	Repair 2MG Reservoir	Public Works	500,000	Water Fund
Project	WWTP Improvements - Rebuilding of Headworks Screen	Public Works	40,000	Sewer Fund
Project	Influent Flow Meter-WWTP	Public Works	100,000	Sewer Fund
Project	WFF Improvements - Rack Replacement	Public Works	204,000	Water Fund
Project	Elimination of Overdue Fines in Library	Library	-	General Fund
Project	Library Courier Service Between St. Helens and Scappoose	Library	-	General Fund
Project	Develop Sustainable Operations of Makerspace	Library	-	General Fund
Project	Expand Hybrid Library Programs (online & in-person)	Library	-	General Fund
Project	Increase Digital Library Resources	Library	-	General Fund
Project	Explore Rebranding of the Library	Library	-	General Fund
Objective	Create Access to Arts and Cultural Activities in the Community			
Objective	Improve City-wide emergency preparedness & resilience			
Tactic	Create Safety Plans			
Project	Improve Building access and safety	Administration	-	All Funds
Project	Public works backup power	Public Works	100,000	Public Works Fund
Project	Continuity of Operations Plan	Administration	-	All Funds
Project	Evacuation plans/drills	Administration	-	All Funds

GOAL AREA 4: ECONOMIC DEVELOPMENT

		<u>LEAD DEPARTMENT</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
Objective	Develop Policies and Programs to Promote Economic Development			
Tactic	Review City policies and programs to promote economic development			
Project	Digitized Aerial Imaging	Planning	100,000	General Fund
Project	Economic Opportunities Analysis Update	Planning	?	General Fund
Project	Electronic Plan Submittal and Review	Building	13,000	General Fund
Project	Support Main Street Alliance	Administration	30,000	ARPA Funds
Project	Improve Recreational Boating Experience	Administration	?	Tourism / Grant
Project	S. River Street to N 2nd Street "micro" transportation systems plan	Planning	-	General Fund
Project	Concurrent Plan Review Process	Building	-	General Fund
Objective	Develop City Owned Property for Development			
Tactic	Create an Industrial Business Park			
Project	Phase 1 - Infrastructure Study	Planning	400,000	Grants
Project	Grading Plan			
Tactic	Create a Central Waterfront Development Plan			
Tactic	Create a Riverfront District for Development Plan			
Project	RFQ for Development Plans	Administration	-	General Fund
Project	Riverwalk and Columbia View Park Improvements	Administration	?	Grants & SDC Funds
Project	Phase 1 - Infrastructure Design & Engineering	Administration	?	Grants & General Fund
Project	Additional Hotel Rooms			
Project	Phase 1 Construction	Administration	?	Enterprise & Loans
Tactic	Review City-owned Property for Development			
Project	Prepare Redevelopment of N. 10th and 11th Bluff	Planning	-	General Fund
Project	Industrial Park - RV Park			
Project	Further develop Sand Island amenities	Parks & Recreation	?	General Fund / Grant
Objective	Develop an Urban Renewal Agency for Economic Development			
Tactic	Create and Maintain Urban Renewal Agency			

GOAL AREA 5: LONG TERM PLANNING

		<u>LEAD DEPARTMENT</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
Objective	Maintain Effective Master Plans and Facility Plans			
Tactic	Create and Maintain City Master Plans			
Project	Parks & Recreation Master Plan Amendment	Parks & Recreation	-	SDC Funds
Project	Transportation System Plan Update	Planning	?	Street Fund SDC
Project	City-Wide Facility Master Plan	Administration	-	General Fund
Objective	Maintain Reserves to Ensure Funding for Equipment Replacement			
Objective	Maintain City Municipal Code to help guide/enforce City policy			
Tactic	Identify potential changes and updates to Municipal City Code			
Project	Floating Structure Code Amendments	Planning	-	General Fund
Project	Building Code Enforcement Process Review	Planning	-	General Fund

LONG-TERM: LONG TERM IDENTIFIED PROJECTS

	<u>LEAD DEPARTMENT</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
Project Manage athletic field scheduling citywide	Parks & Rec	-	General Fund
Project Activate Salmonberry Lake area	Parks & Rec	-	General Fund
Project Provide Free Library Cards for SHSD and Educators	Library	-	General Fund
Project Create a local history room	Library	-	General Fund
Project develop a library facility master plan	Library	-	General Fund
Project Upgrade Intersection at Plymouth and Old Portland Rd.	Planning	-	Street Fund
Project Millard Road City Entrance Sign	Planning	-	General Fund
Project Old Portland Rd. and S. 18th roundabout	Planning	-	Street Fund
Project Old Portland Rd. and Port Ave. Reconfiguration	Planning	-	Street Fund
Project Planning related FAQ pamphlets/videos	Planning	-	General Fund
Project Update city Charter for no-vote annexations	Planning	5,000	General Fund
Project Addressing policy update	Planning	-	General Fund
Project Housing Production Strategy	Planning	50,000	General Fund
Project Residential design standards	Planning	25,000	General Fund
Project Locally significant wetland updates (buffer zones, etc.)	Planning	100,000	General Fund
Project Flood code amendments related to BIOP (Endangered Species Act)	Planning	-	General Fund
Project Development Code Amendments related to Sanitary, Storm and Water Master Plans	Planning	-	General Fund
Project Right-of-way street vacation policy	Planning	-	General Fund
Project Food cart/truck/trailers rules	Planning	-	General Fund
Project Develop incentives for designation as a local historic landmark	Planning	-	General Fund
Project Housing Needs Analysis Update per 2019 HB 2003 (2027 Update)	Planning	50,000	General Fund
Project Historic resources inventorying	Planning	50,000	General Fund
Project N. 4th St. Storm Extension	Public Works	-	Storm Fund
Project Columbia Boulevard Storm Improvements	Public Works	-	Storm Fund
Project Sykes Rd. Improvements	Public Works	-	Street Fund
Project Milton Creek Bridge Replacement	Public Works	-	Street Fund
Project Bradley, Park and S. 13th St. Waterline Replacement	Public Works	-	Water Fund
Project New 4 MG Reservoir and Transmission Main	Public Works	-	Water Fund
Project Relocate Waste Water Treatment Plant	Public Works	-	Sewer Fund
Project Develop Incentive Program to Remove Storm Sump Pumps	Public Works	-	Storm Fund
Project Relocate Pump Station #11	Public Works	-	Sewer Fund
Project Upsize Pump Station #7	Public Works	-	Sewer Fund
Project Upsize South Trunk Sewer	Public Works	-	Sewer Fund
Project Interceptor Trunk Main Upgrades	Public Works	-	Sewer Fund
Project Middle Trunk Sanitary Upgrades	Public Works	-	Sewer Fund

Project Public Works Facility Master Planning
Project Seismic Upgrades - Milton Creek at Pittsburg Rd. Bridge
Project Heinie Human Park Storm Ditch
Project Fire Hydrant Replacement
Project Shop Roof Replacement-WWTP

Public Works	-	ublic Works Fund
Public Works	-	Street Fund
Public Works	25,000	Storm Fund
Public Works	-	Water Fund
Public Works	-	ublic Works Fund

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

April 20, 2022

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

We have performed the procedures enumerated below to verify funds received and disbursed for the Tourism Promotion Program, specifically related to the Contractor Agreement with E2C Corporation ("Contractor") and the City of St. Helens ("City") for the period July 1, 2021 through January 31, 2022. The City's management is responsible for the tourism program revenues and expenditures as recorded and reported.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of verifying the records and transactions related to the receipt and distribution of program funds. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

Procedure 1: Review the City of St. Helens 2019 agreement with the Contractor.

Merina+Co reviewed the 2019 agreement to establish a baseline understanding of requirements regarding revenues and expenses between the Contractor and the City.

Finding 1: Merina+Co obtained the 2019 agreement provided by the City and noted requirements regarding revenues and expenses consistent with the following:

- **Section 5.2:** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within seven (7) days of receipt thereof.
- **Attachment A, Scope of Duties:** Creating, managing, and reconciling event budgets, expenses and timelines

City of St. Helens
April 20, 2022

Procedure 2: Reviewed cash receipting and cash disbursement processes with the City and the Contractor.

Merina+Co performed inquiries with individuals responsible for cash receipting and cash disbursements processes.

Finding 2: Merina+Co interviewed the City's Finance Director and Contractor's Owner to obtain an understanding of the cash receipting and cash disbursement processes at the City and the Contractor, respectively consisting of the following:

- Credit card receipts from the store sales are directly deposited to the City's accounts.
- Cash receipts from store sales and other events are deposited by Contractor through the City's deposit drop box or in person. No accounting or summary of deposits is provided by the Contractor.
- Cash disbursements for expenses were reimbursed to Contractor for the months subject to procedures, other than October 2021 when event and store-related expenses were netted against ticket sales proceeds.

Procedure 3: Reviewed reconciliation procedures performed by the Contractor prior to deposits to the City.

Merina+Co documented reconciliation procedures performed by the Contractor.

Finding 3: Merina+Co reviewed reconciliation practices performed by the Contractor prior to deposit to the City's accounts and found there are no formal procedures currently in place and no reconciliations appear to have been performed.

Procedure 4: Reviewed and compared a sample of deposits to supporting documentation.

Merina+Co selected a sample of deposits to review and compare to supporting documentation for accuracy and completeness.

Finding 4: Merina+Co inquired relating to the deposits and the supporting documentation. We noted a lack of documentation for store and event deposits. There is no available documentation of the cash deposits from Halloweentown, on-site ticket sales, or documentation of cash deposits to the City, other than a system report of all sales by payment type from the store point of sale system. Merina+Co noted that cash sales deposits and event cash drops are not delineated in either the Contractor system nor the City's records and, as such, Merina+Co is unable to determine whether all cash from store deposits or Halloweentown events were deposited into the City's bank account.

- Store credit card sales for the July – December 2021 period were \$62,017.33. City records indicate \$64,164.36 in monthly entries for the same period. We were unable to determine if City deposits included items other than credit card sales related to the event.

City of St. Helens
April 20, 2022

- Store cash sales were \$12,480.90 for the July-December period. Cash deposits to the City do not itemize store or other events cash deposits. Contractor does not have records of cash deposits made to the City from any source.
- Total ticket sales for the period of June 1, 2021 – December 31, 2021 were \$927,265 net of processing fees. Of this amount, \$612,036 was deposited to the City, and \$311,309 was used to cover event and store product expenses. There is a variance of \$3,920.

Procedure 5: Reviewed and compared a sample of expenses to invoices and supporting documentation.

Merina+Co selected a sample of expenses to review and compared to invoices and supporting documentation to ensure accuracy and occurrence.

Finding 5: Merina+Co reviewed 25 expense items from the October 2021 expenses netted against the ticket sales revenue, as well as four expense items from other months during the period for a total of \$221,742 as part of our procedures. Merina+Co noted that the October expenses charged were related to several events as well as product purchases for the store. Merina+Co compared the line-item total to the invoices and supporting documentation for specific attributes such as vendor name, date, amount, and whether or not an itemized receipt was present. Of the expenses subjected to our procedures:

- A) 100% had some form of documentation to support the amount
- B) 100% of supporting documentation included a vendor name
- C) 100% included a payment date or service date
- D) 76% had an itemized receipt whereas 24% lacked itemization

As indicated above, Merina+Co noted a lack of detail in supporting documentation. The items noted related to a labor agreement, contest prize payments, and contributions to organizations and individuals in exchange for volunteer services. We observed contracts and/or cancelled checks in support of the payments, but no detailed statement of work or services provided was available. Total amounts paid out for the above noted exceptions was \$38,019.

Procedure 6: Review vendor payment schedule for proper issuance of Form 1099 and W-9 collection as applicable.

Merina+Co inquired of the Contractor as to the processes relating to 1099 issuance and applied additional procedures if considered applicable.

Finding 6: During procedures relating to disbursements as identified above, Merina+Co noted that the majority of payments were made via electronic means, i.e. credit card, PayPal, Venmo, etc. Larger entertainment and advertising purchases were made to corporations. These transactions fall outside of Form 1099 reporting requirements for 2021. Merina+Co did not find it necessary to perform additional procedures in this area.

City of St. Helens
April 20, 2022

Additional procedures: The engagement allowed for additional procedures such as analyzing daily receipts compared to prior years daily receipts for specific events and analyzing expense categories compared to prior years for similar events. We did not find it necessary to perform additional procedures.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the records and transactions related to the receipt and distribution of Program Funds. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City and is not intended to be and should not be used by anyone other than those specified parties.

Sincerely,

Merina+Co
Tualatin, Oregon

City of St. Helens
INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into by and between the **City of St. Helens** (the "City"), an Oregon municipal corporation, and **E2C Corp.** ("Contractor"), collectively the "Parties".

RECITALS

A. The City is in need of services to produce and manage the "Events" listed in Attachment A attached hereto.

B. The City has determined Contractor to be qualified and capable of performing the services sought by the City.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services related to Special Events Management (the "Services"), and Contractor accepts such engagement. The principal contact for Contractor shall be Tina Curry, phone (360) 241-6456.

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

3. Term. This Agreement shall become effective upon the full execution by the Parties (the "Effective Date") and shall terminate on December 31, 2023, unless sooner terminated in accordance with the terms stated herein (the "Initial Term"). This Agreement may be renewed by mutual written agreement of the Parties.

~~**4. Compensation/Expenses.** The terms of compensation for the Contractor shall be as provided in Attachment C. Contractor shall perform and complete the Services set forth in Attachment A within a budget agreed to by the Parties (the "General Budget"). Any expenses in the General Budget, including asset purchases, equal to \$50,000.00 or more, shall require pre-approval from the City before making any such expenditure or purchase. The City shall not be required to reimburse Contractor for any expenses exceeding the approved General Budget, and such expenses shall be the sole responsibility of Contractor.~~

4.1. The City shall maintain a reserve account equal to the pro rata share of the Contractor's fee, amount of annual building lease obligations and utilities for leased premises (the "Reserve Account"). The Reserve Account is not part of the General Budget described in Paragraph 4 above and shall not be considered funds to be used by Contractor without written approval from the City, at its sole discretion. Contractor will work within the budget resulting from and created by tourism activities listed in "Attachment A."

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4.2. Contractor shall be responsible for all receivables, payables and disbursements pertaining to tourism budget. A third party shall have access to all income, expenses and subcontracted ticketing sites held in reference to Contractor's work for City throughout the year. The designated third party, at City's expense, shall also conduct an audit of all income, expenses, and subcontracted ticketing sites on at least an annual basis, or more frequently as needed, as determined at the City's discretion.

4.3. Contractor shall provide the City Administrator access to all electronic ticketing accounts to allow tracking and verification of the accounting provided by Contractor to City. To the extent possible, Contractor shall discourage the use of cash payments at Events and will be provided a "Square" card reader that directly connects to the bank accounts. Additionally, all cash income will be accounted for by a duplicate signature prior to depositing as a cash receipt. Contractor will be provided a secure, locked location, where cash receipts may be held during weekend events.

4.4. Any and all remaining funds received by Contractor, after the payment of budgeted and approved expenses (including any fees), shall be transferred to the City by December 28th of each year. Provided the Parties agree to renew or continue this Agreement, such funds may be invoiced and returned to Contractor to provide funding for approved future events in the upcoming year.

4.5. The City, at its discretion, may suspend or withhold payments in the event Contractor fails to comply with requirements of this Agreement.

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

5. **Independent Contractor.** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contractor is not to be considered an officer, employee or agent of the City for any purpose. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

All persons employed by Contractor and that may participate in Contractor's performance of the Services as provided in this Agreement, shall be considered to be its employees, subcontractors, agents or principals and not principals, agents or employees of the City. ~~Accordingly,~~ Contractor covenants and agrees not to hold itself/himself out as an employee of the City, and Contractor acknowledges that it/she/he and its employees have no right or entitlement in or to any right, privilege or benefit which would accrue to an employee of the City for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to

income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k), and other benefit payments or third-party liability claims.

6. Advertising and Document Ownership and Work Made for Hire. The City currently owns a number of websites including DiscoverColumbiaCounty.com, SpiritofHalloweentown.com as well as social media sites including Dark Market USA, Columbia County Events and others, that the Contractor will have access to in order to convey appropriate marketing for Events. Any ads or materials created for public use shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

All materials produced for the City by Contractor or Contractor's employees performing services covered by this Agreement shall be deemed "work made for hire" within the meaning of the U.S. Copyright Act, as amended. If any portion of such work is determined not to be a work made for hire, Contractor hereby sells, assigns and transfers to the City all present and future right, title and interest ~~in and to such work~~, including all copyrights and trademarks, so that all copyrights for the work ~~and all other intellectual property rights~~ related to the work will immediately and automatically be the sole and absolute property of the City. Contractor will, at the expense of the City, execute any instruments and do all other things reasonably requested the City (both during and after the term of this Agreement) in order to vest more fully in the City any and all ownership rights in the transferred ~~work~~ materials.

7. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (d) by electronic mail at the electronic mail address commonly used by the recipient in the conduct of communications between the Parties. Notice sent pursuant to clause (a) shall be effective three (3) business days after its deposit with the United States Postal Service; notice sent pursuant to clause (b) shall be effective upon receipt by the intended recipient; notice sent pursuant to clause (c) shall be effective upon the date delivered by such a commercial delivery service; and notice given by email delivery pursuant to clause (d) shall be effective upon being sent by the sender. Notices sent by mail or email shall be addressed as follows:

City: City of St. Helens
Attn.: City Administrator
265 Strand Street
St. Helens, OR 97051
Email: jwalsh@sthelensoregon.gov

Contractor: E2C Corp
Attn: Tina Curry
2316 NE Minnehaha St
Vancouver, WA 98665
Email: _____

Any Party may designate a different address by giving notice to the other Parties delivered in accordance with the provisions of this Paragraph.

8. Standard of Care. Contractor shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

9. Consequential Damages. Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either Party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

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

10.1. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew coverage without thirty (30) days' prior written notice to the City.

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

10.3. At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insured's (except for the professional liability and workers' compensation insurance). Renewal certificates shall be sent to the City at least ten (10) days prior to coverage expiration.

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

11. Workers' Compensation. Contractor shall carry workers' compensation insurance as and to the extent required by law, and shall provide the City with appropriate proof of such insurance reflecting the required coverage prior to commencement of any Services. Contractor assumes full responsibility for any liability and exposure under law relating to workers' compensation because of any performance of Services under this Agreement and will hold the City harmless for and from any industrial accident or liability that is attributable to Contractor.

12. Termination. At any time and without cause, City or Contractor shall have the right in their sole discretion to terminate this Agreement by giving 90 days written notice to the other

Party. If City terminates this Agreement pursuant to this section, the City shall pay Contractor for services rendered to the date of termination or 90 days compensation whichever is more.

13. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties, whether directly, indirectly or otherwise, other than the City and Contractor.

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

15. Waiver. A waiver by a Party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

16. Indemnification. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorneys' fees ("Claims") that arise from the negligent or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor, except to the extent that the Claims arise out of the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

17. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

18. Compliance with Law.

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

18.2. Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

18.3. Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

18.4. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations and shall also comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

19. Confidentiality. Contractor understands the nature of the Services means the Contractor may be privy to information that is confidential or proprietary and shall not be disclosed to any third person or entity without the City's consent either during the term of this Agreement or after its termination.

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

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

23. Dispute Resolution. Should a dispute arise between the Parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The Parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both Parties agree in writing otherwise. Both Parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a Party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either Party. The Parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a Party from seeking equitable relief to enjoin a violation of this Agreement.

24. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the Parties so disenabled, including, but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, pandemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other Party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim of additional compensation. Each Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

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

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

documents shall be provided to the City free of charge that do not conflict with any third party or contractor that requires nondisclosures to obtain engagement.

26.2. The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

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

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Signatures on following page.

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

CITY:

CONTRACTOR:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____

Print:

Title: _____

Date: _____

Signature: _____

Print:

Title: _____

Date: _____

Independent Contractor Agreement - 8

49698-37471 4856-7705-6282.2

ATTACHMENT A

Scope of Work

CITY OF ST. HELENS, OREGON

Special Event Coordination & Management

PROGRAM OBJECTIVE

The primary objective of the City's Tourism program is to draw people to the St. Helens Community for a positive visitor experience. The strategy proposed for achieving this goal is to continue producing meaningful events and activities that draw visitors, fill hotel rooms, support local merchants and improve community identity and livability. In order to ensure sustainability, the program costs are expected to be fully recovered through event revenues and sponsorships.

EVENT DESCRIPTIONS

Over the past several years the City has concentrated tourism investments into four major event programs ("Events"). These Events include 13 Nights on the River, Fourth of July, The Spirit of Halloweentown, and the annual Christmas Tree Lighting ceremony. ~~Contractor will also have the option to produce additional events, authorized by the City to improve the program and ensure fiscal sustainability.~~ These events include the following:

- **13 Nights on the River**

This popular 13 Nights on the River concert series has been a Thursday night favorite in Columbia View Park June through Labor Day. The event entails live music and other entertainment along with food and other vendors to attract citizens and visitors to our community.

- **Fourth of July**

The Fourth of July Independence Day has been a long-standing tradition on the St. Helens waterfront. The Contractor should expect to collaborate with community organizations in an effort to ensure a quality event while minimizing the impact on City's financial Transient Room Fee resources.

- **Spirit of Halloweentown**

This event has grown into an international sensation attracting tens of thousands of visitors to experience the magical place where ~~Disney's~~ Halloweentown was filmed in the late 1990's. The event has expanded from a modest community celebration into a month-long program where the City transforms and embraces the Spirit of Halloweentown. Past activities have included celebrity visitors, character actors, music, performances, meet and greet events, tractor rides, parking management, vendor management, festivals, tours,

haunted houses, gift shop, and much more. The event provides the opportunity for community organizations and nonprofits to generate revenue to support community programs throughout the year while supporting local business and covering the expenses of operating the event.

- **Christmas Tree Lighting**

The Christmas Tree Lighting ceremony occurs annually on the evening the Portland Christmas Ships visit in December. This event oversees the decorating and take down of the Court House Plaza decorations including the Christmas Tree lighting and activities the night of the event. Traditionally, the City assists in the tree installation, decorations. The City provides the ship captain's dinner, Santa and Mrs. Claus visit, amplified or live music, free hot chocolate, warming barrels and in 2018 there was a tribute fireworks program.

- **Other Events**

The event contractor may opt to produce additional events and activities throughout the year to ensure program sustainability. Such additional events will be authorized by the City and may or may not receive without additional compensation.

SCOPE OF SERVICES

Event Coordination & Management

- ~~E2C Corporation~~ Contractor will be responsible for coordinating and managing City events from inception to completion. These duties include, but are not limited to:

- Advertise, promote and market events
 - Manage the City's social media and event accounts (Discover Columbia County, Spirit of Halloweentown Facebook and others)
 - Create, manage and reconcile event budgets
 - Track event revenue and expense
 - Solicit sponsorships for events
 - Create and/or coordinate informational brochures for visitors
 - Provide adequate event staffing and management services
 - Recruit musical talent
 - Coordinate with vendors
 - Ensure clean-up ~~before~~, during and after each event
 - Coordinate with City and County departments to ensure good communication and event logistical support
 - Utilize community volunteers when possible
 - Ensure deliverables are on time, on budget and meet City expectations
- Report regularly to the City Council and staff

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ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

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

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

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

Certificates of Insurance shall be forwarded to:

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

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient

to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

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

**ATTACHMENT C
TERMS OF COMPENSATION**

City agrees to pay Contractor \$120,000 (One Hundred Twenty Thousand dollars) paid in 12 monthly installments for and in consideration of the faithful performance of the services. ~~and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, except that the \$10,000 monthly fee shall include routine document copying.~~ Any reimbursable approved expenses shall be billed at cost without markup. Contractor's ~~cost fee~~ for approved management of sub-contractors, and consultants will be a maximum of five percent (5%) ~~by Contractor for management and handling.~~

Monthly fee shall be invoiced to the City by Contractor. City may pay within seven (7) days upon receipt of the invoice.

City of St. Helens
INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **E2C Corp.** (“Contractor”), collectively the “Parties”.

RECITALS

A. The City is in need of services to produce and manage the “Events” listed in Attachment A attached hereto.

B. The City has determined Contractor to be qualified and capable of performing the services sought by the City.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services related to Special Events Management (the “Services”), and Contractor accepts such engagement. The principal contact for Contractor shall be Tina Curry, phone (360) 241-6456.

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

3. Term. This Agreement shall become effective upon the full execution by the Parties (the “Effective Date”) and shall terminate on December 31, 2023, unless sooner terminated in accordance with the terms stated herein (the “Initial Term”). This Agreement may be renewed by mutual written agreement of the Parties.

4. Compensation/Expenses. The terms of compensation for the Contractor shall be as provided in Attachment C. Contractor shall perform and complete the Services set forth in Attachment A within a budget agreed to by the Parties (the “General Budget”). Any expenses in the General Budget, including asset purchases, equal to \$50,000.00 or more, shall require pre-approval from the City before making any such expenditure or purchase.

4.1. The City shall maintain a reserve account equal to the pro rata share of the Contractor’s fee, amount of annual building lease obligations and utilities for leased premises (the “Reserve Account”). The Reserve Account is not part of the General Budget described in Paragraph 4 above and shall not be considered funds to be used by Contractor without written approval from the City, at its sole discretion. Contractor will work within the budget resulting from and created by tourism activities listed in “Attachment A.”

4.2. Contractor shall be responsible for all receivables, payables and disbursements pertaining to tourism budget. A third party shall have access to all income,

expenses and subcontracted ticketing sites held in reference to Contractor's work for City throughout the year. The designated third party, at City's expense, shall also conduct an audit of all income, expenses, and subcontracted ticketing sites on at least an annual basis, or more frequently as needed, as determined at the City's discretion.

4.3. Contractor shall provide the City Administrator access to all electronic ticketing accounts to allow tracking and verification of the accounting provided by Contractor to City. To the extent possible, Contractor shall discourage the use of cash payments at Events and will be provided a "Square" card reader that directly connects to the bank accounts. Additionally, all cash income will be accounted for by a duplicate signature prior to depositing as a cash receipt. Contractor will be provided a secure, locked location, where cash receipts may be held during weekend events.

4.4. Any and all remaining funds received by Contractor, after the payment of budgeted and approved expenses (including any fees), shall be transferred to the City by December 28th of each year. Provided the Parties agree to renew or continue this Agreement, such funds may be invoiced and returned to Contractor to provide funding for approved future events in the upcoming year.

4.5. The City, at its discretion, may suspend or withhold payments in the event Contractor fails to comply with requirements of this Agreement.

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

5. Independent Contractor. Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contractor is not to be considered an officer, employee or agent of the City for any purpose. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

All persons employed by Contractor and that may participate in Contractor's performance of the Services as provided in this Agreement, shall be considered to be its employees, subcontractors, agents or principals and not principals, agents or employees of the City. Contractor covenants and agrees not to hold itself/himself out as an employee of the City, and Contractor acknowledges that it/she/he and its employees have no right or entitlement in or to any right, privilege or benefit which would accrue to an employee of the City for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k), and other benefit payments or third-party liability claims.

6. Advertising and Document Ownership and Work Made for Hire. The City currently owns a number of websites including DiscoverColumbiaCounty.com, SpiritofHalloweentown.com as well as social media sites including Dark Market USA, Columbia County Events and others, that the Contractor will have access to in order to convey appropriate marketing for Events. Any ads or materials created for public use shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

All materials produced for the City by Contractor or Contractor's employees performing services covered by this Agreement shall be deemed "work made for hire" within the meaning of the U.S. Copyright Act, as amended. If any portion of such work is determined not to be a work made for hire, Contractor hereby sells, assigns and transfers to the City all present and future right, title and interest, including all copyrights and trademarks, so that all copyrights for the work related to the work will immediately and automatically be the sole and absolute property of the City. Contractor will, at the expense of the City, execute any instruments and do all other things reasonably requested the City (both during and after the term of this Agreement) in order to vest more fully in the City any and all ownership rights in the transferred materials.

7. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (d) by electronic mail at the electronic mail address commonly used by the recipient in the conduct of communications between the Parties. Notice sent pursuant to clause (a) shall be effective three (3) business days after its deposit with the United States Postal Service; notice sent pursuant to clause (b) shall be effective upon receipt by the intended recipient; notice sent pursuant to clause (c) shall be effective upon the date delivered by such a commercial delivery service; and notice given by email delivery pursuant to clause (d) shall be effective upon being sent by the sender. Notices sent by mail or email shall be addressed as follows:

City: City of St. Helens
Attn.: City Administrator
265 Strand Street
St. Helens, OR 97051
Email: jwalsh@sthelensoregon.gov

Contractor: E2C Corp
Attn: Tina Curry
2316 NE Minnehaha St
Vancouver, WA 98665
Email: _____

Any Party may designate a different address by giving notice to the other Parties delivered in accordance with the provisions of this Paragraph.

8. Standard of Care. Contractor shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

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CONTRACTOR:

CITY OF ST. HELENS

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Signature: _____

Print:

Title: _____

Date: _____

Signature: _____

Print:

Title: _____

Date: _____

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Over the past several years the City has concentrated tourism investments into four major event programs ("Events"). These Events include 13 Nights on the River, Fourth of July, The Spirit of Halloweentown, and the annual Christmas Tree Lighting ceremony. These events include the following:

- **13 Nights on the River**

This popular 13 Nights on the River concert series has been a Thursday night favorite in Columbia View Park June through Labor Day. The event entails live music and other entertainment along with food and other vendors to attract citizens and visitors to our community.

- **Fourth of July**

The Fourth of July Independence Day has been a long-standing tradition on the St. Helens waterfront. The Contractor should expect to collaborate with community organizations in an effort to ensure a quality event while minimizing the impact on City's financial Transient Room Fee resources.

- **Spirit of Halloweentown**

This event has grown into an international sensation attracting tens of thousands of visitors to experience the magical place where Halloweentown was filmed in the late 1990's. The event has expanded from a modest community celebration into a month-long program where the City transforms and embraces the Spirit of Halloweentown. Past activities have included celebrity visitors, character actors, music, performances, meet and greet events, tractor rides, parking management, vendor management, festivals, tours, haunted houses, gift shop, and much more. The event provides the opportunity for community

organizations and nonprofits to generate revenue to support community programs throughout the year while supporting local business and covering the expenses of operating the event.

- **Christmas Tree Lighting**

The Christmas Tree Lighting ceremony occurs annually on the evening the Portland Christmas Ships visit in December. This event oversees the decorating and take down of the Court House Plaza decorations including the Christmas Tree lighting and activities the night of the event. Traditionally, the City assists in the tree installation, decorations The City provides the ship captain's dinner, Santa and Mrs. Claus visit, amplified or live music, free hot chocolate, warming barrels and in 2018 there was a tribute fireworks program.

- **Other Events**

The event contractor may opt to produce additional events and activities throughout the year to ensure program sustainability. Such additional events will be authorized by the City and may or may not receive additional compensation.

SCOPE OF SERVICES

Event Coordination & Management

Contractor will be responsible for coordinating and managing City events from inception to completion. At Contractor's discretion, these duties may include the following:

- Advertise, promote and market events
 - Manage the City's social media and event accounts (Discover Columbia County, Spirit of Halloweentown Facebook and others)
 - Create, manage and reconcile event budgets
 - Track event revenue and expense
 - Solicit sponsorships for events
 - Create and/or coordinate informational brochures for visitors
 - Provide adequate event staffing and management services
 - Recruit musical talent
 - Coordinate with vendors
 - Ensure clean-up during and after each event
 - Coordinate with City and County departments to ensure good communication and event logistical support
 - Utilize community volunteers when possible
 - Ensure deliverables are on time, on budget and meet City expectations
- Report regularly to the City Council and staff

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

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

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

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

Certificates of Insurance shall be forwarded to:

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

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient

to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

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

ATTACHMENT C
TERMS OF COMPENSATION

City agrees to pay Contractor \$120,000 (One Hundred Twenty Thousand dollars) paid in 12 monthly installments for and in consideration of the faithful performance of the services. Any reimbursable approved expenses shall be billed at cost without markup. Contractor's fee for approved management of sub-contractors, and consultants will be a maximum of five percent (5%) .

Monthly fee shall be invoiced to the City by Contractor. City may pay within seven (7) days upon receipt of the invoice.



Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

Subject: **Administration & Community Development Dept. Report**

Date: May 4, 2022

Planning Division Report attached.

Business Licenses Report(s) attached.

CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



To: City Council
From: Jacob A. Graichen, AICP, City Planner
cc: Planning Commission

Date: 04.26.2022

This report does not indicate all *current planning* activities over the past report period. These are tasks, processing and administration of the Development Code which are a weekly if not daily responsibility. The Planning Commission agenda, available on the City's website, is a good indicator of *current planning* activities. The number of building permits issued is another good indicator as many require Development Code review prior to Building Official review.

PLANNING ADMINISTRATION—PREAPPLICATIONS MEETINGS

Building Official and I visited the Armstrong World Industries site on RR Ave. to talk with the potential new owners and permitting matters. Good meeting. Property transaction deal seems close.

PLANNING ADMINISTRATION—MISC.

Engineering, Planning and Administration met with the St. Helens Marina about street development/parking in the St. Helens Marina area in late March (after the March report was finished). Developed a general game plan about improvements to the street network utilizing existing right-of-way to increase parking and access in that area.

Prepared semi-annual report materials for presentation to the City Council.

Annual performance review conducted for Associate Planner/Community Development Project Manager.

Columbia SWCD is proposing a noxious weed abatement effort with grant funds from ODA. This requires an authorization from local planning officials of the various jurisdictions this will take place in, including the City of St. Helens. Though this may be close to some sensitive land areas it is exempt from permitting as chemical use will be applied by DEQ licensed folks, as expected by a project by Columbia SWCD. **I attached the application for those curious.**

Responded to a County referral (file V 22-05) for a setback Variance for a property within the St. Helens Urban Growth Boundary at 35069 Achilles Road. **See attached.**

The US Army Corps of Engineers is holding an open house for river dredging the same week that this report is due (last week of April). The **open house notice is attached** if anybody is interested.

PLANNING COMMISSION (& acting HISTORIC LANDMARKS COMMISSION)

April 12, 2022 meeting (outcome): The Commission approved a Variance to allow a reduced front yard for a vacant lot along S. 10th Street. The Commission was presented to Water Master Plan by the city's consultants. They also discussed the preferred alternatives for proposed

dockage improvements at Grey Cliffs Park, continued the previous month's proactive initiative, and the interview committee for a recent mid-term resignation from one of our commissioners.

May 10, 2022 meeting (upcoming): The Commission will be presented with Planning staff's semiannual report and the right-of-way vacation related to the public safety facility. They will discuss the June Planning Commission annual report to the Council. Proactive initiative discussion will continue from the last couple months. Perhaps more.

COUNCIL ACTIONS RELATED TO LAND USE

The mayor signed the public right-of-way dedication to allow the Comstock property to have access from Barr Avenue. Good timing as we received the subdivision application this month.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Annual software update efforts (for Planning and Engineering) continue from last month.

Mother nature continued to be uncooperative pertaining to our aerial photo efforts. Last month I reported the flight as originally scheduled in March being delayed to no later than April 10th. The day in the first part of the month when it was around 70 degrees was the needed window of opportunity and the aerals were captured before the 10th.

Note that the contractor did a flight on March 16th but the light was imperfect on the west side due to cloud cover. However, this effort will be useful for planimetric data and I believe we will get these aerals for leaf off conditions, albeit imperfect. Some images samples of the March 16 flight are **attached**.

ASSOCIATE PLANNER—*In addition to routine tasks, the Associate Planner has been working on:*
See attached.

From: [Jennifer Dimsho](#)
To: [Jacob Graichen](#)
Subject: April Planning Department Report
Date: Tuesday, April 26, 2022 10:10:52 AM

Here are my additions to the April Planning Department Report.

GRANTS

1. **OPRD - Local Government Grant – Campbell Park Improvements** - 6-month grant extension granted for the COVID-19 related delay of court surfacing materials. Submitted closeout paperwork to the state for the grant deadline of April 29, 2022. Waiting on dry weather for PW to finish grading of stormwater area (plants ordered and pick up, soil delivered). PW to stripe parking lot.
2. **CDBG- Columbia Pacific Food Bank Project** – Approved final Change Order summary with the state. Submitted final quarterly report and budget. Final Occupancy is likely this week! New completion is 6/30.
3. **Safe Routes to School - Columbia Blvd. Sidewalk Project** – New IGA with County and amendment to add culvert to sidewalk project complete. 60% design initiated, then the County will work on permitting. Bidding is anticipated late Fall 2022 with construction in Spring/Summer 2023. Amendment approved to push completion deadline from November 2022 to February 2024.
4. **Business Oregon – Infrastructure Finance Authority** – Signed contract documents have been sent to back to state for approval.
5. **Certified Local Government – Historic Preservation Grant Program** – Roof work completed in April. Invoices paid. Submitted final report and photos to SHPO for approval ahead of the June deadline.
6. **Technical Assistance Grant with the Oregon State Marine Board** - To assist with design and permitting of an in-water fishing dock and paddlecraft launch facility at Grey Cliffs Park. Stakeholder meeting held on 3/15 and a preferred alternative design was discussed. This design went before Parks & Rec. Comm and PC in April, and scheduled a Public Forum with Council on May 4 for final feedback.

PROJECTS & MISC

7. **Riverwalk Project (OPRD Grants x2)** – Columbia View Park expansion land use process completed! Playground re-design work is continuing and will be presented to Council/Parks & Rec. Comm soon. This work is now SDC eligible. Riverwalk Project and park design will proceeding to 60% design!
8. **Riverfront Streets/Utilities Design/Engineering** – Held a Joint PC/CC meeting to discuss 90% streets/utilities project update on 3/16. Pump station building design work is at 60%. Discussed land use permitting process for pump station facility. Underground utility design will need to be completed by a separate contractor, and a new RFQ will be needed for this work.
9. **St. Helens Industrial Business Park (SHIBP) Public Infrastructure Design**– Work Order 1 approved - 30% design for Phase I infrastructure & permitting/grading work for Phase II. Held 2nd stakeholder meeting on 2/17 to discuss utility and transportation needs for Phase I infrastructure. Continuing PGE coordination for new substation. Kicking off Phase

II grading work 4/27.

10. **Riverfront Redevelopment RFQ** – RFQ closed on 4/1 with 2 submittals received. Selection Committee to convene on 5/11 and 5/18 to review developer presentations and select a candidate.
11. **Waterfront Redevelopment Website** – Project websites completely updated with the assistance of Communications Officer.
12. **Dig-E-Plan** – Building Department is rolling out a new digital plan review for building permits applications. Attended a 2-hour training to learn the new software tools and functionality. Reviewing test record.
13. **Nob Hill Nature Park** – Portland Community College student mapping project. Assisting Friends of Group to kick off the project with the GIS student who will work on preparing a map for posting at the kiosk.
14. **Friends of Dalton Lake** – Assisting Friends Of group with a new map of the trail system at Dalton Lake for posting at the kiosk.

Jenny Dimsho, AICP

Associate Planner / Community Development Project Manager

City of St. Helens

(503) 366-8207

jdimsho@sthelensoregon.gov

Application Name: Columbia County: Partnering to Protect Public Lands from Noxious Weeds

By: Columbia SWCD

Offering Type: ODA County Noxious Weed Grant

Application Type: ODA Noxious Weed

OWEB Region: North Coast

County: Columbia

Coordinates: 45.840623,-122.835582

Applicant:

Nathan Herr, District Manager
35285 Millard Road
St Helens OR 97051-2745
503.433.3205
nathan.herr@columbiaswcd.com

Payee:

Malyssa Legg
35285 Millard Road
St Helens OR 97051
503.433.3205
malyssa.legg@columbiaswcd.com

Project Manager:

Crystalyn Bush
35285 Millard Rd.
St. Helens OR 97051
503-433-3205
crystalyn.bush@columbiaswcd.com

Budget Summary:

OWEB Amount Requested: \$38,126
Total Project Amount: \$48,949

Administrative Information

Abstract

Provide an abstract statement for the project. Include the following information: 1) Identify the project location; 2) Briefly state the project need; 3) Describe the proposed work; 4) Identify project partners.

Project location: Public lands including parks and right of ways in Scappoose and St. Helens, and in between

Project Need: Our County faces many challenges when it comes to combatting noxious weeds. COVID has set us back in our efforts to address these challenges. However, recent changes in staff at many of our local agencies as well as new DEQ requirements to address mercury levels in the Lower Willamette watershed provide an opportunity, and indeed an imperative, to develop new management strategies, programs based on agency partnerships, and long term solutions for local watershed issues. This grant will allow us to continue controlling regional EDRR species while we develop these plans.

Proposed Work: A licensed restoration crew will chemically treat Meadow knapweed, Lesser celandine, handpull and cut -stump treat Spurge laurel. ODA staff will chemically treat a patch of Milk thistle. The project proposes ~120 gross acres and ~23-24 net acres of weeds treated and ~ 48 acres of survey. All treated sites will be seeded after treatment to suppress future regrowth of weeds, stabilize soils, and enhance habitat. Since knapweed is now known to exist on properties managed by both cities and the county, developing strategies for this species will be the first order of business for the group. Local partners will meet biannually to discuss long term plans to deal with invasive species infestations. The Columbia SWCD and County are undertaking a pilot project to create pollinator habitat and native stormwater swales at Ruley Trailhead along CZ Trail. This project will provide an example of partnership programs that could be implemented to satisfy TMDL requirements while addressing other needs like noxious weed control.

Partners: Columbia County, City of St. Helens, City of Scappoose, Port of Columbia County, Scappoose Bay Watershed Council, OR Dept. of Ag, OR Dept. of Forestry, OSU Extension, volunteers.

Location Information

What is the ownership of the project site(s)?

☒ *Public land (any lands owned by the Federal government, the State of Oregon, a city, county, district or municipal or public corporation in Oregon)*

What agency(ies) are involved?

Columbia County, City of St. Helens, City of Scappoose, Port of Columbia County

☒ *Private (land owned by non-governmental entities)*

Please select one of the following Landowner Contact Certification statements:

☐ I certify that I have informed all participating private landowners involved in the project of the existence of the application, and I have advised all of them that all monitoring information obtained on their property is public record.

☒ I certify that contact with all participating private landowners was not possible at the time of application for the following reasons: Furthermore, I understand that should this project be awarded, I will be required by the terms of the OWEB grant agreement to secure cooperative landowner agreements with all participating private landowners prior to expending Board funds on a property.

Please List your reasons

The Spurge laurel infestations occur on either side of Railroad Ave. The NE side is owned by the Port and the SW side is owned by a private commercial property owner. The Columbia SWCD will work with the private landowner to get a Cooperative agreement in place, if funds are awarded. The property is owned by a commercial landowner and there is a process for getting forms signed. There is plenty of time to work on this given that Spurge laurel work does not occur until later in the year.

☐ *Not applicable to this project*

☐ *This grant will take place in more than one county.*

Permits

Other than the land-use form, do you need a permit, license or other regulatory approval of any of the proposed project activities?

☒ Yes

☐ No

For Details Go to Permit Page

I acknowledge that I am responsible for verifying applicable permits, licenses, and General Authorizations required for the project, and can update information at grant agreement execution.

☒ Yes

Racial and Ethnic Impact Statement

Racial and Ethnic Impact Statement

- ☐ The proposed grant project policies or programs could have a disproportionate or unique POSITIVE impact on the following minority persons. (indicate all that apply)
- ☐ The proposed grant project policies or programs could have a disproportionate or unique NEGATIVE impact on the following minority persons. (indicate all that apply)
- ☒ The proposed grant project policies or programs WILL HAVE NO disproportionate or unique impact on minority persons.

Insurance Information

If applicable, select all the activities that are part of your project - These require a risk assessment tool unless otherwise noted (check all that apply).

- ☐ Working with hazardous materials (not including materials used in the normal operation of equipment such as hydraulic fluid)
- ☐ Earth moving work around the footprint of a drinking water well
- ☐ Removal or alteration of structures that hold back water on land or instream including dams, levees, dikes, tidegates and other water control devices (this does not include temporary diversion dams used solely to divert water for irrigation)
- ☐ Applicant's staff or volunteers are working with kids related to this project (DAS Risk assessment tool not required, additional insurance is required)
- ☒ Applicant's staff are applying herbicides or pesticides (DAS Risk assessment tool not required, additional insurance is required)
- ☐ Insurance not applicable to this project

Additional Information

- ☐ This project affects Sage-Grouse.

Problem Statement

Weed species: List all state listed noxious weeds pertaining to this project. Create a separate entry per weed species.

Species #1**Noxious weed species**

Meadow knapweed (*Centaurea moncktonii*)

Habitat: Only list one habitat type per noxious weed species.

☐ *Riparian*

☒ *Upland*

☐ *Instream*

☐ *Estuary*

Treatment method

Infestations of Meadow knapweed (*Centaurea moncktonii*) will be chemically treated by a licensed restoration crew in the early-mid summer of 2022. The crew will spot spray using backpack sprayers. These plants were thought to be Spotted knapweed, until recently when ODA staff corrected the identification.

Net treatment acres

3

Gross treatment acres

25

Total survey acres?

~48 acres along CZ Trail

Herbicide(s) and rate?

0.2% Aminopyralid solution or Transline at 0.5% rate depending on contractor recommendation

Treatment timing

Meadow knapweed will be treated in early-mid summer of 2022 on dry days.

Species #2

Noxious weed species

Lesser celandine (*Ficaria verna*)

Habitat: Only list one habitat type per noxious weed species.

☒ *Riparian*

☐ *Upland*

☐ *Instream*

☐ *Estuary*

Treatment method

Lesser celandine will be chemically treated on dry days in early spring 2022 and 2023, if funds allow.

Net treatment acres

0.2

Gross treatment acres

1

Total survey acres?

~48 acres along CZ Trail

Herbicide(s) and rate?

The crew will use a 1-1.5% Imazapyr, 0.5% Agri-Dex or similar solution based on Contractor recommendations.

Treatment timing

Treatment will occur in early to mid spring, during dry days.

Species #3

Noxious weed species

Milk thistle (*Silybum marianum*)

Habitat: Only list one habitat type per noxious weed species.

☒ *Riparian*

☐ *Upland*

☐ *Instream*

☐ *Estuary*

Treatment method

Chemical treatment of Milk thistle will take place in the spring of 2022 on a dry day. ODA staff will conduct a foliar application of herbicides from a backpack sprayer.

Net treatment acres

0.01

Gross treatment acres

0.1

Total survey acres?

~48 acres along CZ trail

Herbicide(s) and rate?

ODA staff will use an herbicide rate of 0.01% Milestone or similar product with aminopyralid as the active ingredient.

Treatment timing

Milk thistle will be treated in mid spring during active rosette development and early bolting, but before flowering.

Species #4Noxious weed speciesSpurge laurel (*Daphne laureola*)*Habitat: Only list one habitat type per noxious weed species.*☐ *Riparian*☒ *Upland*☐ *Instream*☐ *Estuary*Treatment method

A licensed restoration crew will handpull smaller Spurge laurel plants and perform cut stump treatments on larger plants in late fall/early winter 2022. Pulled and cut plants will be piled on tarps and left to dry out or hauled to the transfer station and disposed of as garbage.

Net treatment acres

20

Gross treatment acres

100

Total survey acres?

~ 48 acres along CZ Trail

Herbicide(s) and rate?

Cut stump treatment of mature plants using undiluted Capstone or Garlon 4, depending on Contractor recommendations

Treatment timing

Spurge laurel will be handpulled and treated in the late fall or early winter 2022.

Has this project been previously funded by Oregon State Weed Board?☒ Yes☐ NoHave you consulted with an ODA staff about this proposal?☒ Yes☐ NoIf yes who?

Tristen Berg and Beth Myers-Shenia

Has this project been previously funded by Oregon State Weed Board?☒ Yes☐ No

If this project has been funded before, what year(s) and provide the grant number. Provide an overview of past grants: past treatment successes and failures, need for additional treatment, estimated acreage for treatment over past grants, method of control and how this project relates to other projects within the area?

A version of this project was previously funded in 2020. The grant number for that project was 2020-33-003c and it was called Columbia County Giant Hogweed and EDRR Treatment and Survey. This project accomplished about 9 miles of survey along Milton Creek to look for additional infestations of Giant hogweed. None was found. Funds were also used to treat spots of Meadow knapweed on public lands and Spurge laurel on Port owned properties. Due to COVID, meetings for the local weed workgroup were suspended in 2020 and 2021. While treatment on knapweed was successful, some plants still persist at these sites and new spots have been identified since treatment took place in summer of 2020. A lot of headway was made on Spurge laurel infestations on Port owned property NE of Railroad Ave. in St. Helens. However, the remaining funds allotted in the previous grant for contractor services only paid for 1 day of crew time. More time is needed to thoroughly cover this area and address infestations on a commercially owned property across the street, which represents about another 35-40 gross acres of Spurge laurel work. If these infestations are not eradicated, Spurge laurel will begin infesting riparian areas around Milton Creek and continue acting as a seed source for new infestations throughout the County. The method of treatment was the same in the previous grant as is suggested in this application.

This project is complimentary to many other efforts occurring in the watershed. The County, City of St. Helens, and City of Scappoose are both in the process of writing TMDL Implementation Plans to address high levels of mercury in the Lower Willamette watershed. This poses an opportunity for greater partnership with these agencies as they attempt to draft new ordinances, develop new maintenance and management strategies, and look for opportunities to show progress on this front. The Columbia SWCD and local watershed council are involved in a local TMDL workgroup to provide advice to these agencies and maximize potential for restoration partnerships. Mercury reduction strategies include actions like creating vegetated ditches for biofiltration, reducing erosion, and maintaining native vegetation along roadsides to reduce the need for pesticide use.

Additionally, the Columbia SWCD has applied for grants to continue treating Garlic mustard along Scappoose Creek. Finally, NRCS has a forest health and diversity program active in this area.

Proposed Solution

Identify your integrated pest management methods:

- ☐ Assessment/Management Plan Development
- ☐ Biological control
- ☒ Education and outreach
- ☒ Herbicide control
- ☒ Manual or mechanical control
- ☐ Monitoring
- ☐ Other:
- ☒ Prevention
- ☒ Restoration
- ☒ Survey

Describe the method of survey planned

The Columbia SWCD and volunteers from the friends of CZ Trail will assist with pedestrian surveys of the trail to look for priority species including Meadow knapweed, Spurge laurel, Garlic mustard, and Milk thistle.

Is this project part of a designated weed district?

- ☐ Yes
- ☒ No

Is the project part of an existing weed management plan?

- ☒ Yes
- ☐ No

List the name of the management plan?

Scappoose Bay Strategic Restoration Action Plan (2018)
Oregon Statewide Action Plan for Invasive Species
Noxious Weeds Strategic Plan for Oregon
Oregon Department of Forestry Oregon's Forest Action Plan (2011-2015)

Is this a landowner reimbursement (cost share) project?

- ☐ Yes
- ☒ No

Goals and Objectives

Goal #1

State your project goal. A goal statement should state desired outcomes and the watershed benefit.

The first goal of this project is treat infestations of Meadow knapweed, Lesser celandine, Spurge laurel, and Milk thistle on public lands in order to prevent further spread and reduce infestation sizes in the short term. The effective management of noxious weeds on our public lands is vital to the health of our watersheds. Infestations that start on public lands can easily spread to private lands where they diminish the environmental and economic value of forest, riparian, upland, and agricultural areas.

List specific and measurable objectives. Objectives support and refine the goal by breaking it down into steps for achieving the goal.

The objectives associated with this goal are as follows:

- 1) Hire and oversee a licensed, professional crew to perform all weed treatment activities;
- 2) Purchase native seed mix for use in restoration and prevention activities;
- 3) Purchase and use Pyroweeder for use in site prep and weed control activities;
- 4) Develop data collection apps to be used by treatment crew;
- 5) Seed or plant all treated areas where needed or appropriate and seed sensitive nearby areas for prevention of weed establishment.

Goal #2

State your project goal. A goal statement should state desired outcomes and the watershed benefit.

The secondary goal of this project is to form more well-defined partnerships with local agencies and educate private citizens about the importance of promoting native plants instead of noxious weeds. The Columbia SWCD will educate private landowners about these species and provide general messaging about the benefit of native plants and threat of noxious weeds through volunteer events, our pilot project at Ruley Trailhead, signs installed at restoration sites, and the use of iNaturalist to encourage citizens to help us identify new infestations of noxious weeds. Stronger agency partnerships and a better educated public will further the primary goal of reducing noxious weed infestations, enhancing native plant communities, and protecting the health of our watersheds.

List specific and measurable objectives. Objectives support and refine the goal by breaking it down into steps for achieving the goal.

The objectives associated with this goal are as follows:

- 1) Reconvene biannual meetings of local workgroup;
- 2) Meet with local partners at sites of infestation for purposes of plant identification and knowledge about location;
- 3) Work with local partners to develop practical management strategies to deal with noxious weeds on public lands;
- 4) Identify partnership opportunities and roles for future activities;
- 5) Identify needs or gaps in management capabilities and potential solutions;
- 6) Create iNaturalist project and conduct outreach to involve private citizens;
- 7) Oversee Ruley Trailhead project with County;
- 8) Purchase and install signage at restoration sites; and
- 9) Involve volunteers in CZ Trail survey or planting events.

Which elements of the project will Oregon State Weed Board funds be used for? List specific activity and timing of the activity.

OSWB funds will primarily go towards the following items: 1) Contracted services for a licensed restoration crew to perform treatments of Meadow knapweed (summer 2022), Lesser celandine (early spring 2022 and 2023), and Spurge laurel (late fall/early winter 2022); 2) Purchase of native seed mixes for restoration and prevention (summer

2022); 3) Supplies including a pyroweeder for weed suppression and site preparation (spring-summer 2022), and restoration signage (summer-fall 2022); 4) Indirect costs, and staff time to perform project management activities including contracting, scheduling, coordination with partners, hosting of biannual workgroup meetings, mapping, developing volunteer events, managing iNaturalist project etc... (March 2022-April 2023); 5) Printing costs associated with our annual calendar (Fall 2022); and 6) Personal trailer use (spring and fall 2022).

How does this project relate to other projects being completed or planned (BLM, USFS or local projects) ?

This project relates to the following current or planned projects:

- Treatment of Garlic mustard along N. Scappoose, S. Scappoose, and mainstem Scappoose Creek. Applying for funding from the OSWB for 2022.
- Water Quality Monitoring (OWEB Grant 219-1033): Pays for water quality testing in the Scappoose and Clatskanie watersheds. This work has resulted in the initiation of a local workgroup to investigate and address water quality issues. Additional grant funding will be sought in April.
- Natural Resource Conservation Service Forest Health and Diversity EQIP program is now active in the Scappoose Bay watershed. Approved activities include pre-commercial thinning, herbaceous weed management, replanting and more.
- Project with OR Department of Forestry to assist landowners with fuel reduction and native plant restoration projects. This project is in development right now and is dependent on funds being awarded.

How does this project fit into the statewide and/or local weed management objectives? Identify the county weed listing priority if known.

This project addresses the following objectives from the Oregon Noxious Weeds Strategic Plan:

- State Objective One: Leadership and Organization
- State Objective Two: Cooperative Partnerships
- State Objective Three: Planning and Prioritizing
- State Objective Four: Increase Education and Awareness
- State Objective Five: Integrated Weed Management
- State Objective Six: Early Detection and Control of New Invaders

This project will address the following objectives from the Oregon Statewide Strategic Plan by the Oregon Invasive Species Council:

- Objective I: Prevention
- Objective II: Early Detection & Rapid Response
- Objective III: Control & Management
- Objective IV: Education and Outreach
- Objective V: Coordination and Leadership

Invasive weeds management, early detection and rapid response, and cooperative partnerships, are also identified as priorities in the:

Oregon Department of Forestry's Oregon's Forest Resource Strategy and
Scappoose Bay Watershed Restoration Action Plan

Wrap-Up

Are there additional partners

☒ Yes

☐ No

List additional partners?

Project Partner #1

Name or organization

Columbia County

Role and responsibilities?

Attend biannual meetings and work with SWCD to develop management plans for parks to control noxious weed infestations and promote healthy native plant communities. Contribute cash match to fund purchase of native seed for restoration and prevention. Collaborate with the SWCD to accomplish the Ruley Trailhead pilot project and maintain plantings over time. Columbia County Land Development Services will waive fee to review and sign the Land Use Form.

Project Partner #2

Name or organization

City of Scappoose Public Works Department

Role and responsibilities?

Attend biannual meetings and work with SWCD and Scappoose Bay Watershed Council to develop management plans for parks to control noxious weed infestations and promote healthy native plant communities. Contribute cash match to fund purchase of native seed for restoration and prevention.

Project Partner #3

Name or organization

City of St. Helens Parks and Recreation Department

Role and responsibilities?

Attend biannual meetings and work with SWCD and Scappoose Bay Watershed Council to develop management plans for parks to control noxious weed infestations and promote healthy native plant communities. Contribute cash match to fund purchase of native seed for restoration and prevention.

Project Partner #4

Name or organization

Port of Columbia County

Role and responsibilities?

Attend biannual meetings and work with SWCD to develop management plans for natural areas to control noxious weed infestations and promote healthy native plant communities. Contribute cash match to fund purchase of native seed for restoration. Maintain Port properties in the long term to remain free of Spurge laurel.

Project Partner #5

Name or organization

Oregon Department of Forestry

Role and responsibilities?

Attend biannual meetings and work with SWCD to plan noxious weeds workshop for seasonal crew. Collaborate with the SWCD to develop fuel reduction/firescaping projects and outreach to educate the public on fire prevention strategies that focus on removing fuel loading noxious weeds and replacing with fire resistant native plants.

Project Partner #6

Name or organization

Scappoose Bay Watershed Council

Role and responsibilities?

Attend biannual meetings and work with SWCD to develop management plans for areas with noxious weed infestations on City owned lands. Treat Meadow knapweed and other non-native species in Veterans and Chief Concomly Parks for City of Scappoose, treat non-priority invasive species on other City owned properties, survey and monitor City properties with natural areas, and help identify any other priority infestations on these properties. The Scappoose Bay Watershed Council assists with vegetation management and planning in natural areas for both the City of St. Helens and Scappoose.

Project Partner #7

Name or organization

Oregon Department of Agriculture - Noxious Weeds Program

Role and responsibilities?

ODA Staff will provide in-kind services by treating the infestation of Milk thistle at Grey Cliffs Waterfront Park and providing technical assistance during the project.

Project Partner #8

Name or organization

OSU Extension Office

Role and responsibilities?

Attend biannual meetings and provide technical assistance as needed. Staff has extremely valuable knowledge of local ecology, plant biology, and historical work in the County.

Project Partner #9**Name or organization**

Private citizens/Volunteers

Role and responsibilities?

Participate in Ruley Trailhead plantings, surveys along CZ Trail, and iNaturalist data collection.

How will restoration be a part of your project? If restoration is not a component of this project please explain.

All treated areas will be seeded with a native seed mix to suppress future weed growth. Susceptible adjacent areas will also be seeded to prevent establishment of weed species, such as along right of ways where Meadow knapweed is spreading. Seed composition will be appropriate for individual sites and will support other important functions such as pollinator and wildlife habitat, soil stabilization, and filtration.

Does this project protect a high priority species or habitat? Please give a brief description of the species or habitat.

Several of the treatment sites for Meadow knapweed, Lesser celandine, and Milk thistle are in riparian areas. These areas are crucial habitat for many wildlife species including ESA listed salmonid species, lamprey, and non-anadromous aquatic species. The streams associated with this project are used by Lower Columbia River Coho, Lower Columbia River DPS Steelhead, Lower Columbia River Chinook, Coastal Cutthroat Trout, and Pacific lamprey. They are also used as migratory corridors by large mammals, nesting habitat for songbirds, pollinator habitat, and more. Riparian areas are used by virtually all wildlife due to their proximity to water and natural biodiversity.

Spurge laurel removal will help protect important oak woodland habitat. Infestations of Spurge laurel are diminishing the value of these rare habitats and also threaten the health of adjacent riparian areas along Milton Creek.

At the end of the project, how will it be determined whether the goals and objectives listed in application have been met? What elements will be monitored and by whom, how often and for how long?

Goals and objectives of the project will be met if: 1) Infestations of Meadow knapweed on public lands are treated in summer 2022; 2) Infestations of Lesser celandine are treated in spring 2022; 3) Spurge laurel infestations around Railroad Ave. are removed/treated in fall/winter 2022.; 4) Milk thistle is treated in the spring of 2022; 5) Native seed mix is purchased and used to restore treatment sites; 6) Partners attend biannual workgroup meetings; 7) Long term management plans are adopted for Meadow knapweed sites; 8) Ruley Trailhead project is complete with volunteer involvement; and 9) A noxious weed survey of CZ trail is accomplished.

The Columbia SWCD will continue to monitor Meadow knapweed, Lesser celandine, Spurge laurel, and Milk thistle sites on public lands for the next 3 years. However, management plans developed as part of this project will shift long term maintenance and monitoring responsibilities to owning agencies (i.e. the County, Cities, and Port).

What is the long-term plan for this project? Who will maintain the project after the grant and for how long?

The long term plan for this project is to strengthen partnerships with local management agencies in order to maximize noxious weed control and the protection of native plant communities throughout the County. By collaborating on management plans for areas with infestations of priority species, we can prevent these species from spreading and work towards eradication. Maintenance of roadside and park sites will be the responsibility of the managing agency (either the County or Cities). Maintenance of the Ruley Trailhead site will be the responsibility of the Columbia SWCD and CZ Trail volunteers. Maintenance of the oak woodland sites will be the responsibility of the landowners, namely the Port of Columbia County and the commercial property owner. All sites will be maintained indefinitely and the Columbia SWCD will make visual inspections of most sites at least annually for at least 3 years.

Climate Considerations

Briefly describe your understanding of how the characteristics and functions of the watershed where the proposed project will occur are anticipated to change due to climate impacts in the future. In particular, describe how species, habitat, and/or water quality variables at the project site location are expected to be affected. Refer to Technical Resources now available on this webpage, if needed: <https://www.oregon.gov/oweb/resources/Pages/Field-Tech-Guidance.aspx>

We anticipate the continuation and exaggeration of recent climate trends consisting of warmer and drier summers, wetter winters, and smaller spring freshets due to less snowpack in the mountains. These climate trends generate more winter flooding and high flow events leading to increased erosion and runoff reaching the streams. Flooding events also spread noxious weeds by sending seeds and plant fragments downstream.

Warmer, drier springs appear to be affecting plant life cycles, speeding up germination, growth and seed set. This directly impacts this project, as treatment timing is crucial to effective control and preventing seed maturation.

Summers have been noticeably warmer and drier in recent years, reaching record temperatures in consecutive years. This has negative impacts on water quality and quantity in our local streams as waters warm and there is less groundwater recharge. Aquatic species that use these streams, such as salmon and lamprey, are greatly impacted by these climate changes. Other wildlife such as native turtles, amphibians that lay their eggs in water (like Red-logged frogs and long toed salamanders), waterfowl, and all wildlife that depend on freshwater and aquatic species for food, are negatively impacted by these changes.

How have you accounted for these climate-impact considerations in your project planning, design or implementation? Please describe briefly

We will pay close attention to weather patterns as we schedule days for weed treatment to ensure that treatment timing is optimal and that treatment is effective. The SWCD will monitor plant growth and base treatment scheduling around plant life cycle timing. We will also schedule plantings and seedings in accordance with favorable weather patterns and consider climate change impacts when selecting species for these activities. The SWCD has started pushing fall plantings later in the year to accommodate for warmer, drier starts to fall.

Are there any constraints on your ability to incorporate climate considerations into project planning? For example: Lack of information about climate impacts at the project planning scale; Gaps in understanding what nursery or seed stock to use given potential climate impacts; Gaps in accessing these stocks; Lack of methods to quantify climate benefits; Uncertainty about how to define a baseline for assessing potential change; Metrics for understanding climate resilience are not well-defined.

☒ Yes

☐ No

If Yes, then please briefly describe the specific constraints relevant to the proposed project activities (e.g., native species, habitat, water quality).

The impacts, especially species specific impacts, from climate change are still largely unknown. We will make project management decisions using the best information available and some educated assumptions about species response, but we are just starting to learn the nuanced impacts that climate change will have on local ecology.

The State of Oregon is committed to identifying ways it can reduce impacts from harmful emissions. While the overall outcomes of OWEB funded projects may have many climate benefits, some necessary activities that occur during projects will result in increased emissions. To help us understand the current situation, please check all of the following that might apply to your project:

- ☒ *Driving gas-powered automobiles, including trucks and All Terrain Vehicles (ATVs)*
- ☒ *Operating gas-powered machinery other than automobiles (for example: chainsaws or other hand-held equipment)*
- ☐ *Operating gas-powered machinery larger than automobiles (for example: excavators)*
- ☐ *Boats*
- ☐ *Other*
- ☐ *Not applicable to project activities*

Are you considering alternative approaches that could reduce emissions (e.g., use of electric chainsaws or motors)?

- ☐ Yes
- ☒ No

Budget

Item	Unit Type	Unit Number	Unit Cost	OWEB Funds	External Cash	External In-Kind	Total Costs
Salaries, Wages and Benefits							
Resource Conservationist wages	Hours	160	\$35.00	\$5,600	\$0	\$0	\$5,600
Riparian Specialist wages	Hours	100	\$31.00	\$1,550	\$0	\$1,550	\$3,100
Outreach Coordinator wages	Hours	10	\$32.00	\$0	\$0	\$320	\$320
Category Sub-total				\$7,150	\$0	\$1,870	\$9,020
Contracted Services							
Herbicide treatment of Meadow knapweed and Lesser celandine (2 person crew)	Days	4	\$640.00	\$2,560	\$0	\$0	\$2,560
Manual removal and cut stump treatment of Spurge laurel (large crew: 5-6 people, plus herbicide and disposal costs)	Days	5	\$2,500.00	\$12,500	\$0	\$0	\$12,500
Oregon Department of Agriculture	Hours	4	\$88.00	\$0	\$0	\$352	\$352
Scappoose Bay Watershed Council Project Manager	Hours	10	\$30.00	\$0	\$0	\$300	\$300
Volunteer hours for native plantings and surveys along CZ trail	Hours	25	\$28.54	\$0	\$0	\$714	\$714
Columbia County - General Facilities Manager will participate in biannual meetings and additional site visits	Hours	6	\$80.00	\$0	\$0	\$480	\$480
OSU Extension Office - Staff attend meetings and provide technical guidance on Rule Trailhead project	Hours	10	\$75.00	\$0	\$0	\$750	\$750
OR Dept. of Forestry - Stewardship forester attend biannual meetings and other meetings to plan projects with SWCD	Hours	10	\$75.00	\$0	\$0	\$750	\$750
City of Scappoose Public Works Director attend biannual meetings and other site visits	Hours	6	\$75.00	\$0	\$0	\$450	\$450
City of St. Helens Parks and Rec manager attend biannual meetings and other site visits	Hours	6	\$75.00	\$0	\$0	\$450	\$450
Category Sub-total				\$15,060	\$0	\$4,246	\$19,306
Travel and Training							
Staff mileage	Miles	200	\$0.56	\$0	\$0	\$112	\$112
Category Sub-total				\$0	\$0	\$112	\$112
Materials and Supplies							
Native seed mix for restoration and prevention	Pounds	300	\$35.00	\$8,000	\$2,500	\$0	\$10,500
Pyroweeder	Each	1	\$1,500.00	\$1,500	\$0	\$0	\$1,500

Propane tanks filled for Pyroweeder	Each	2	\$100.00	\$200	\$0	\$0	\$200
Printing costs for SWCD calendar featuring information on noxious weeds	Each	1000	\$1.60	\$200	\$0	\$1,400	\$1,600
SWCD Fulcrum annual account fee for data collection services	Years	1	\$360.00	\$0	\$0	\$360	\$360
Yard signs for restoration project areas	Each	25	\$100.00	\$2,500	\$0	\$0	\$2,500
Category Sub-total				\$12,400	\$2,500	\$1,760	\$16,660
Equipment							
			\$0	\$0	\$0	\$0	\$0
Category Sub-total				\$0	\$0	\$0	\$0
Other							
Land Use Form for County	Each	1	\$250.00	\$0	\$0	\$250	\$250
Staff personal trailer use for native plantings and noxious weed removals	Days	2	\$25.00	\$50	\$0	\$0	\$50
Land Use Form for City of Scappoose	Each	1	\$85.00	\$0	\$0	\$85	\$85
Category Sub-total				\$50	\$0	\$335	\$385
Modified Total Direct Cost Amounts				\$34,660	\$2,500	\$8,323	\$45,483
Indirect Costs							
Federally Accepted 'de minimis' Indirect Cost Rate (up to 10%)	10%			\$3,466	\$0		\$3,466
Total				\$38,126	\$2,500	\$8,323	\$48,949

* = OWEB funds excluded from indirect.

Provide context and justification for how your budget was developed. Explain how project costs and/or rates were determined.

Salary and Wages: We estimate a total of at least 160 Resource Conservationist hours on this project. The Resource Conservationist is the project manager for this project and will perform activities including, but not limited to the following: Hiring and contracting, coordinating treatment, developing data collection apps and analyzing trends in data, coordinating and running biannual meetings of local workgroup, meeting with local partners at treatment sites, developing management plans or strategies with partners, monitoring, and reporting. We estimate a total of at least 100 Riparian Specialist hours on this project. The Riparian Specialist will support the project manager by participating in biannual workgroup meetings, researching and ordering native seed mixes, overseeing pollinator/bioswale project at Ruley Trailhead, recruiting and coordinating volunteers, working with our Outreach Coordinator to develop any outreach materials pertinent to the project and other tasks. We estimate 10 hours for the Outreach Coordinator to work on managing an iNaturalist project, recruiting for volunteer events with pertinent updates to our website and Facebook page, and any other outreach related items for this project.

Contracted services: Amounts for contracted services were estimated using contractor invoices from previous projects and staff knowledge of crew time needed for the treatment work. The cost for Meadow knapweed and Lesser celandine treatment reflects an hourly cost of \$40/hr, for a 2 person crew to work an 8 hour day. This is consistent with rates from current and past projects. 4 days of time should provide enough funds for all areas to be treated thoroughly in 2022 and might leave a little money leftover for a follow up treatment of Lesser celandine in 2023.

The cost for Spurge laurel removal is based off of the invoice from the previous grant where 1 day of Spurge laurel work was performed. There are still pretty sizeable infestations of Spurge laurel in these areas that require the

crew to cover a good bit of area (80 + acres). Also, piling or hauling Spurge laurel can be time consuming. Consequently, we estimated 5 days of work in the hopes of having enough funds to thoroughly cover all infested areas and remove new sprouts as well as mature plants.

Materials and Supplies: The cost of native seed mix is an average per pound cost for several different mixes needed for this project (erosion control, roadside, pollinator, bioswale, and woodland). This budgeted amount for seed includes the cost of weed free testing and certification. The SWCD will order seed from a certified weed free vendor so that there will not be any unknown fees or uncertainty as to whether seed purchased will ultimately be useable.

The cost of the Pyroweeder reflects the cost shown online for the 48" model with fire shield and dual tank set up. The cost of propane tanks reflects online prices for 30 lb tanks plus a little more to have them filled. The Pyroweeder will increase our IPM capabilities, reduce the need for herbicide use, and improve site prep for plantings and seedings. SWCD staff has experimented in the past with burning as a method of control for Shiny geranium and has seen very encouraging results. Since Shiny geranium is spreading throughout our oak woodland habitats as Garlic mustard and Spurge laurel populations are diminishing, the pyroweeder is vital to preventing Shiny geranium from further degrading these habitats and to successful site preparation before replanting or reseeding these areas.

The price for yard signs was estimated using pricing found on several websites for white-coated, aluminum, 18" x 24" signs and galvanized, pre-drilled, metal posts. Signs will be used to inform the public about restoration projects or for landowners to promote their good stewardship work.

The Riparian Specialist anticipates using her personal trailer to haul native plants and noxious weeds on at least 2 separate occasions during the course of this project. OSWB quoted the project manager a daily rate of \$25 for trailers.

Indirect Costs: These funds will go towards the cost of administrative tasks associated with grant management and overhead expenses.

Does the budget identify a contingency amount for specific line item(s) within the Contracted Services and/or Material and Supplies budget category?

☐ Yes

☒ No

Funding and Match.

Fund Sources and Amounts

Organization Type	Name	Source Note	Contribution Type	Amount	Description	Status
Individual	Private citizens/Volunteers		In-Kind - Volunteers	\$714	Volunteer hours to assist with native plantings and survey of CZ trail	Pending
University	Oregon State University Extension Office		In-Kind - Labor	\$750	Attend biannual workgroup meetings and consult on Ruley Trailhead and other project activities	Secured
City	City of Scappoose		In-Kind - Labor	\$535	PW Manager will attend workgroup meetings and site visits; City Planner waives \$85 review fee for Land Use Form	Secured
City	City of Scappoose		Cash	\$500	Purchase of native seed mixes	Secured
City	City of St. Helens		In-Kind - Labor	\$450	Parks and Rec Manager will attend workgroup meetings and other site visits	Secured
City	City of St. Helens		Cash	\$200	Funds for purchase of native seed mix	Secured
County	Columbia County	General Facilities Dept.	In-Kind - Labor	\$730	General facilities manager will attend workgroup meetings and other site visits; Land Development Services will waive fee for review of Land Use Form	Secured
County	Columbia County	General Facilities Dept.	Cash	\$500	Funds for purchase of native seed mix	Secured
County	Port of Columbia County		Cash	\$500	For purchase of native seed mixes	Secured
Non-Governmental Organization	Columbia Soil and Water Conservation District		In-Kind - Materials	\$1,872	Calendar printing and mailing costs, Annual fee for Fulcrum account and staff mileage	Secured
Non-Governmental Organization	Columbia Soil and Water Conservation District		In-Kind - Labor	\$1,870	Riparian specialist and Outreach Coordinator wages	Secured
Non-Governmental Organization	Columbia Soil and Water Conservation District		Cash	\$800	For the purchase of native seed mix and plants for the Ruley Trailhead project	Secured

Non-Governmental Organization	Scappoose Bay Watershed Council		In-Kind - Labor	\$300	Attend biannual meetings, perform knapweed treatments and restoration activities on some City owned properties through IGAs	Pending
State	Oregon Department of Forestry		In-Kind - Labor	\$750	Stewardship forester will attend meetings and work with SWCD to develop future projects and workshops	Secured
State	Oregon Department of Agriculture		In-Kind - Labor	\$352	ODA Noxious weed staff will travel to site and treat Milk thistle infestation	Pending
Fund Source Cash Total		\$2,500		Fund Source In-Kind Total		\$8,323

Match

Contribution Source-Type: Description	Amount
Private citizens/Volunteers-In-Kind - Volunteers: Volunteer hours to assist with native plantings and survey of CZ trail	\$714
Oregon State University Extension Office-In-Kind - Labor: Attend biannual workgroup meetings and consult on Ruley Trailhead and other project activities	\$750
City of Scappoose-In-Kind - Labor: PW Manager will attend workgroup meetings and site visits; City Planner waives \$85 review fee for Land Use Form	\$535
City of Scappoose-Cash: Purchase of native seed mixes	\$500
City of St. Helens-In-Kind - Labor: Parks and Rec Manager will attend workgroup meetings and other site visits	\$450
City of St. Helens-Cash: Funds for purchase of native seed mix	\$200
Columbia County-In-Kind - Labor: General facilities manager will attend workgroup meetings and other site visits; Land Development Services will waive fee for review of Land Use Form	\$730
Columbia County-Cash: Funds for purchase of native seed mix	\$500
Port of Columbia County-Cash: For purchase of native seed mixes	\$500
Columbia Soil and Water Conservation District-In-Kind - Materials: Calendar printing and mailing costs, Annual fee for Fulcrum account and staff mileage	\$1,872
Columbia Soil and Water Conservation District-In-Kind - Labor: Riparian specialist and Outreach Coordinator wages	\$1,870
Columbia Soil and Water Conservation District-Cash: For the purchase of native seed mix and plants for the Ruley Trailhead project	\$800
Scappoose Bay Watershed Council-In-Kind - Labor: Attend biannual meetings, perform knapweed treatments and restoration activities on some City owned properties through IGAs	\$300
Oregon Department of Forestry-In-Kind - Labor: Stewardship forester will attend meetings and work with SWCD to develop future projects and workshops	\$750
Oregon Department of Agriculture-In-Kind - Labor: ODA Noxious weed staff will travel to site and treat Milk thistle infestation	\$352
Match Total	\$10,823

Do match funding sources have any restrictions on how funds are used, timelines or other limitations that would impact the portion of the project proposed for OWEB funding?

- ☐ Yes
☒ No

Do you need state OWEB dollars (not Federal) to match the requirements of any other federal funding you will be using to complete this project?

- ☐ Yes
☒ No

Does the non-OWEB cash funding include Pacific Coast Salmon Recovery Funds?

☐ Yes

☒ No

Uploads

Map: [ProjectMap1.pdf - Map of Lesser celandine, Milk thistle, and Spurge laurel sites](#)

Map: [ProjectMap2.pdf - Map of Meadow knapweed sites](#)

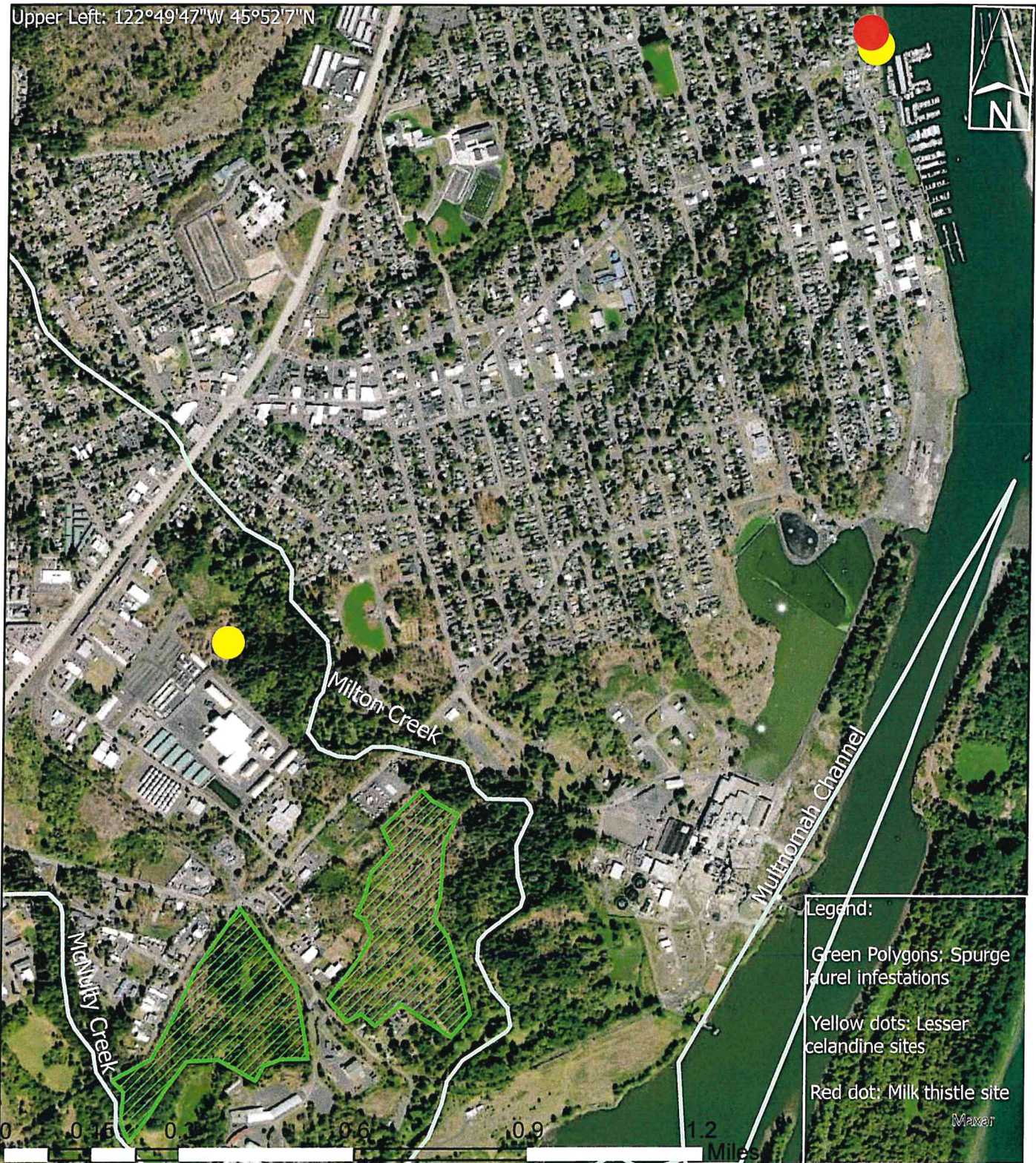
Photo (other): [Photopoints_Reduced.pdf - Photopoints](#)

Secured Match Forms: [MatchFormSigned.pdf - Secured Match Form](#)

Permit Page

Project Activity Requiring a Permit or License	Name of Permit or License	Entity Issuing Permit or License	Status
Herbicide treatment of weeds	Pesticide applicator license	Oregon Department of Agriculture	Contractor will have current license

Upper Left: 122°49'47"W 45°52'7"N



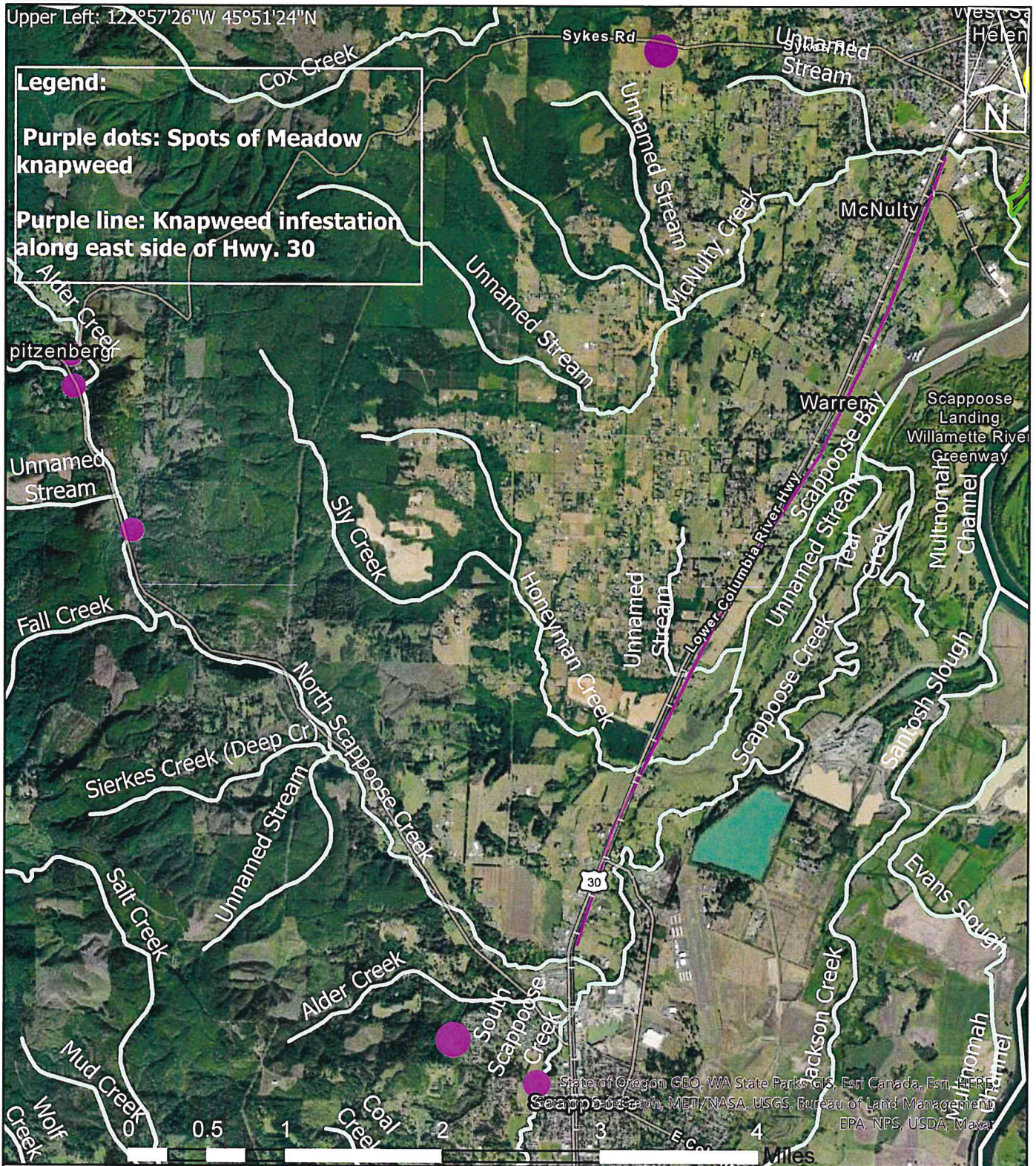
Project Map: Spurge laurel, Lesser celandine, and Milk thistle sites

2021

Created By: Crystalyn Bush,
Resource Conservationist

Created For: OSWB County
Grant

Date: 12/3/2021



Project Map: Meadow knapweed sites

Scale: 1:55,000

2021

Created By: Crystalyn Bush,
Resource Conservationist

Created For: OSWB County
Grant

Date: 12/3/2021

Photopoints for Columbia County: Partnering to Protect Public Lands from Noxious Weeds

PP1: Meadow knapweed along north side of Scappoose Vernonia Hwy. looking west. This side of the road is directly adjacent to N. Scappoose Creek.

Photo taken: 8/5/2020
(GPS: 45.811783, -122.941025)



PP2: Meadow knapweed on north side of CZ trail east of Scappoose Vernonia Hwy. and Cater Rd. intersection.

Photo taken: 8/5/2020
(GPS: 45.806892, - 122.94693)



PP3: Meadow knapweed along south side of CZ trail off of Walker Rd. Plant is not in bloom yet, but rectangle highlights the stems.

Photo taken: 6/18/2020
(GPS: 45.808842, - 122.938133)



PP4: Meadow knapweed in Veteran's Park, in riparian restoration area on S. Scappoose Creek.

Photo taken: 7/9/2020
(GPS: 45.759664, - 122.883044)



PP5: Spurge laurel in oak woodland owned by Port of Columbia County off of Railroad Ave. in St. Helens.
Photo taken: 12/7/2020
(GPS: 45.845536, - 122.814508)



PP6: Spurge laurel in oak woodland owned by Port of Columbia County off of Railroad Ave. in St. Helens.
Photo taken: 12/7/2020
(GPS: 45.845325, - 122.814561)

PP7: Milk thistle at Grey Cliffs Waterfront Park o
by City of St. Helens down at marina.
Photo taken: 11/30/2021
(GPS: 45.868561, - 122.798766)



PP8: Milk thistle rosettes and dead
plants at marina park looking east
towards Multnomah Channel.
Photo taken: 11/30/2021
(GPS: 45.86860, - 122.798753)

PP9: Lesser celandine at Grey Cliffs Waterfront Park in St. Helens looking north towards Multnomah Channel and walking trail.

Photo taken: 11/30/2021
(GPS: 45.868478, - 122.798805)



PP10: Lesser celandine growing in Grey Cliffs Waterfront Park in St. Helens. Multnomah Channel in background.

Photo taken: 11/30/2021
(GPS: 45.868225, - 122.798653)



Oregon State Weed Board (OSWB) Grant Program Match Funding Form

Document the match funding shown on the budget
page of grant application

OSWB accepts all non-OWEB funds as match. An applicant may not use another OWEB grant to match an OSWB grant. At the time of agreement signature, match funding for OSWB funds requested must be secured, you must show that at least 25% of match funding has been secured. On this form, identify the type of match (cash or in-kind), the status of the match and either a dollar amount or a dollar value (based on local market rates) of the in-kind contribution. You may also provide proof of match by submitting a copy of signature pages from your funding sources, such as Federal or State grants/contracts.

If you have questions about whether your proposed match is eligible or not, visit the OWEB website at www.oregon.gov/OWEB/GRANTS/grant_app_materials.shtml, or contact Tristen Berg • tberg@oda.state.or.us or 503-986-4622.

Grantee: Columbia SWCD

Grant #:

Project Name: Columbia County: Partnering to Protect Public Lands from Noxious Weeds

Match Funding Source	Type (√ one)	Status (√ one)*	Dollar Value	Match Funding Source Signature/Date*
Port of Columbia County	<input checked="" type="checkbox"/> cash <input type="checkbox"/> in kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	\$500	RF [signature] 12/7/21
Scappoose Bay Watershed Council	<input type="checkbox"/> cash <input checked="" type="checkbox"/> in kind	<input type="checkbox"/> secured <input checked="" type="checkbox"/> pending	\$300	
Oregon Department of Forestry	<input type="checkbox"/> cash <input checked="" type="checkbox"/> in kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	\$750	Malcolm E. Hiatt 12-10-21
Oregon Department of Agriculture	<input type="checkbox"/> cash <input checked="" type="checkbox"/> in kind	<input type="checkbox"/> secured <input checked="" type="checkbox"/> pending	\$352	
Volunteers	<input type="checkbox"/> cash <input checked="" type="checkbox"/> in kind	<input type="checkbox"/> secured <input checked="" type="checkbox"/> pending	\$714	
Columbia County Land Development Services	<input type="checkbox"/> cash <input checked="" type="checkbox"/> in kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	\$250	Debra S. [signature] 12/12/21
City of Scappoose	<input type="checkbox"/> cash <input checked="" type="checkbox"/> in kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	\$535	[signature] 12/10/2021

***IMPORTANT:** If you checked the "Secured" box in the Status Column for any match funding source, you must provide either the signature of an authorized representative of the match source in the final Column, or attach a letter of support from the match funding source that specifically mentions the dollar amount you show in the Dollar Value Column.

City of St. Helens | x in-kind | x secured | \$450 | [signature] 12/12/21



Oregon State Weed Board (OSWB) Grant Program Match Funding Form

Document the match funding shown on the budget
page of grant application

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If you have questions about whether your proposed match is eligible or not, visit the OWEB website at www.oregon.gov/OWEB/GRANTS/grant_app_materials.shtml, or contact Tristen Berg• tberg@oda.state.or.us or 503-986-4622.

Grantee: Columbia SWCD

Grant #:

Project Name: Columbia County: Partnering to Protect Public Lands from Noxious Weeds

Match Funding Source	Type (√ one)	Status (√ one)*	Dollar Value	Match Funding Source Signature/Date*
Columbia SWCD	<input checked="" type="checkbox"/> cash <input type="checkbox"/> in kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	\$800	<i>[Signature]</i> 12/13/21
Columbia SWCD	<input type="checkbox"/> cash <input checked="" type="checkbox"/> in kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	\$3,742	<i>[Signature]</i> 12/13/21
Columbia County	<input checked="" type="checkbox"/> cash <input type="checkbox"/> in kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	\$500	<i>[Signature]</i> 12/16/21
Columbia County	<input type="checkbox"/> cash <input checked="" type="checkbox"/> in kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	\$480	<i>[Signature]</i> 12/16/21
City of Scappoose	<input checked="" type="checkbox"/> cash <input type="checkbox"/> in kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	\$500	<i>[Signature]</i> 12/10/2021
City of St. Helens	<input checked="" type="checkbox"/> cash <input type="checkbox"/> in kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	\$200	<i>[Signature]</i> 12/13/21
Oregon State University Extension Office	<input type="checkbox"/> cash <input checked="" type="checkbox"/> in kind	<input checked="" type="checkbox"/> secured <input type="checkbox"/> pending	\$750	<i>[Signature]</i> 12/16/21

*** IMPORTANT:** If you checked the "Secured" box in the Status Column for any match funding source, you must provide either the signature of an authorized representative of the match source in the final Column, or attach a letter of support from the match funding source that specifically mentions the dollar amount you show in the Dollar Value Column.

April 11, 2022

REFERRAL AND ACKNOWLEDGMENT

Date: June 6, 2022
File # V 22-05
Owner/Applicant: Jack Glass
Map/Taxlot: 4117-B0-12000
Site Address: 35069 Achilles Rd
Zone: Rural Residential (R-10)
Size: 1.35 acres

NOTICE IS HEREBY GIVEN that Jack Glass has submitted an application for a variance to set backs. The request is for a variance from 55 feet down to 20 feet

SAID PUBLIC HEARING will be held before the Columbia County Planning Commission on **Monday, June 6, 2022**, starting at **6:30 p.m.**

During the COVID-19 global pandemic, the Columbia County Planning Commission will be hosting their public hearing via online webinar. Please use the links below if you wish to participate in the public meeting.

Planning Commission Meeting
Mon, Jun 6, 2022 6:00 PM - 9:00 PM (PDT)

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/961812629>

You can also dial in using your phone.
United States (Toll Free): [1 877 309 2073](tel:18773092073)
United States: [+1 \(571\) 317-3129](tel:+15713173129)

Access Code: 961-812-629

If you have any questions or concerns regarding access to the meeting or need accommodation, please call the Land Development Services office at (503) 397-1501

THIS APPLICATION IS FOR ☐ Administrative Review; ☒ Planning Commission, Hearing Date: **June 6, 2022**

PLEASE RETURN BY: April 21, 2022

Planner: **Ginger Davidson**

The enclosed application is being referred to you for your information and comment. Your recommendation and suggestions will be used by the County Planning Department and/or the Columbia County Planning Commission in arriving at a decision. Your prompt reply will help us to process this application and will ensure the inclusion of

your recommendations in the staff report. Please comment below.

Item #8.

1. _____ We have reviewed the enclosed application and have no objection to its approval as submitted.
2. X Please see attached letter or notes below for our comments.
3. _____ We are considering the proposal further, and will have comments to you by _____.
4. _____ Our board must meet to consider this; we will return their comments to you by _____.
5. _____ Please contact our office so we may discuss this.
6. _____ We recommend denial of the application, for the reasons below:

COMMENTS: Please consider denial of the Variance or conditions of approval limiting access/overhead (vehicle) doors, especially along Gold Leaf Lane. A 60' wide driveway approach far exceeds any normal residential driveway approach and should not be supported or justified by a setback variance. Please see attached memo for further details.

Signed: JAG Printed Name: Jacob A. Graichen
Title: CITY PLANNER Date: APRIL 15, 2022



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: Ginger Davidson, Planner, Columbia County
FROM: Jacob A. Graichen, AICP, City Planner
RE: Columbia County file V 22-05
DATE: April 15, 2022

Zoning/Comprehensive Plan Designation:

Property has a Comprehensive Plan designation of Rural Suburban Unincorporated Residential, RSUR. If annex to the city, zoning would likely be St. Helens' R7 or R10. In any case, it would be residential.

Streets/Access:

Achilles Road is classified as a collector street per the city's Transportation Systems Plan. Gold Leaf Lane is classified as a local street.

The Gold Leaf Lane right-of-way width appears to be 50' wide, which is the minimum width. And, a 20' yard (setback) would not conflict with any of the city's yard (setback) requirements.

There is access concerns, however.

It appears that within the last couple years a new access immediately adjacent to the Achilles Road access serving 35075 Achilles was installed. It also appears an approximate 60' wide concrete apron driveway approach was installed along Gold Leaf Lane.

As a collector, city standards call for 100 foot spacing between driveways. Having two next to each other could function as one, but the normal maximum width for a residential driveway is 24 feet. Based on aerial photography it looks like the total width of the two driveways is approximately 30 feet along Achilles Road. If this will not be widened and still meets County requirements this is acceptable.

As a local street, access from Gold Leaf Lane is preferred. However, a 60' wide driveway is inappropriate for a residential area and use. Building elevations were not included in the application. If there is a series of overhead doors that necessitates this width of a driveway for proper function, this variance is inappropriate. The County Planning Commission should consider a condition that overhead doors be limited to an amount and location that a 24' wide driveway would accommodate the shop and for the driveway width to be reduced with ditch restored or other obstructions to ensure a proper driveway width for a residential area and use will be maintained.

VARIANCE APPLICATION COLUMBIA COUNTY ZONING ORDINANCE

General Information

APPLICANT: Name: Jack Brandon Glass

Mailing address: 35009 Peniles Rd Warren, OR 97053

Phone No.: Office _____ Home 503 260 8285

Email: JBGlass@Yahoo.com

Are you the ☒ property owner? ☐ owner's agent?

PROPERTY OWNER: ☒ same as above, OR:

Name: _____

Mailing Address: _____

Email: _____

PROPERTY ADDRESS (if assigned): _____

TAX MAP NO.: 17237

Acres: 1.35

Zoning: R10

TYPE OF VARIANCE:

4117-B0-12000

Ordinance
Requires:

Change
to:

Lot size: _____

☒ Setback: ☒ front ☒ side ☒ rear

55'

20'

Other: _____

PRESENT LAND USES: (farm, forest, bush, swamp, residential, etc.)

Use:

Approx. Acres

residential

.2

Total acres (should agree with above): _____

PROPOSED LAND USES: residential with shop added.

WATER SUPPLY: _____ Private well. Is the well installed? _____ Yes _____ No
☒ Community system. Name _____

METHOD OF SEWAGE DISPOSAL: _____ Community Sewer. Name _____
 _____ Not applicable.
☒ Septic System.

If Septic, does the subject property already have a system? ☒ Yes _____ No

If no, is the property approved for a Septic System? _____ Yes _____ No

CONTIGUOUS PROPERTY: List all adjacent property you own with boundaries touching the subject property: ☒ None

Tax Acc't. No.

Acres

Co-owners (if any)

+++++

CERTIFICATION:

I hereby certify that all of the above statements, and all other documents submitted, are accurate and true to the best of my knowledge and belief.

Date: 3-15-2022 Signature: [Signature]

NOTE: Please attach an accurate detailed plot plan, including existing and proposed structures, septic tanks and drain fields, farm and forest areas, large natural features (e.g. cliffs, streams, ravines, etc.), roads and driveways, property lines, easements, etc.

+++++

Planning Department Use Only

Date Rec'd. _____ Hearing Date: _____
 Or: Administrative _____

Receipt No. _____

Zoning: _____ Staff Member: _____

+++++

VARIANCE FACT SHEET**Variance Standards:**

Please answer the following (attach extra pages if needed):

The following 5 requirements are from Section 1504.1A of the Columbia County Zoning Ordinance:

"A variance shall be made only when all of the following conditions and facts exist:

1. **The granting of the variance will not be detrimental to the public safety, health, or welfare, or injurious to other property;"**

1. State how the granting of your variance will not injure other property in the vicinity, nor be detrimental to the public safety, health or welfare:

Everything will stay within the property creating more usable space
for our property.

2. **The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property;"**

2. Describe the conditions, unique to the property (NOT the owner), over which you have no control, on which you base this variance request (parcel size, shape, location; topography; natural features; etc.):

The property has been in practice to have to set backs changed but
due to how the process has been handled we the land has
space to use that will not hurt or hinder anyone by changing
the set backs.

3. **Approval of the application will allow the property to be used only for purposes authorized by the Zoning Ordinance;"**

3. What uses or structures do you intend to place on the property?

shop.

4. Strict compliance with the Zoning Ordinance would create an unnecessary hardship;"

4. Explain in detail the unnecessary hardship. This may be a personal or physical hardship, but it must arise out of the unique physical conditions on the property described in 2 above.

By not changing the set backs the shop we want will not be able to be built and we would not be able to place our equipment stored properly. By changing the set backs we will be able to build the proper storage facility and make it easily accessible by use.

5. The granting of the variance will not adversely affect the realization of the Comprehensive Plan nor violate any other provision of the Zoning Ordinance."

5. Will this variance be consistent with the Comprehensive Plan and other requirements of the Zoning Ordinance?

yes it will be consistent.

+++++
Please submit all of the following:

1. The attached "VARIANCE APPLICATION General Information".
2. Answers to the above questions.
3. A good measured sketch of your property, showing all existing structures, septic tanks and drain fields, large natural features, roads and driveways, property lines, easements, etc. Don't forget the North arrow and the scale of the drawing.
4. A vicinity map, with North arrow and scale.
5. The application fee.

Applying for a VARIANCE

Definition of a Variance

A variance is an action that allows the applicant to depart from the standard rules to alleviate an “unnecessary hardship” arising from the physical characteristics of the land. A financial hardship does not justify a variance unless it is related to some physical characteristic of the land over which the applicant had no control. Use variances are not permitted.

Types of Variances

There are two types of variance that one may apply for in Columbia County.

1. — Minor Variance: A request for a variance of less than 25% from a dimensional requirement such as setbacks, height, lot coverage, lot width, or lot depth, or a request for a variance of less than 10% from a minimum lot size requirement. A minor variance is processed administratively and approved or denied by the Planning Director.
2. — Major Variance: A request for a variance of 25% or more from a dimensional requirement such as setbacks, height, lot coverage, lot width, or lot depth, or a request for a variance of 10% or more from a minimum lot size requirement. A major variance is processed as a land use action that is heard and approved or denied by the Planning Commission after a public hearing.

Please Note: Major variances from the lot size requirements of the Primary Agriculture (PA-38), Forest Agriculture (FA-19), and Primary Forest (PF-76) zones are not permitted.

Applying for Minor and Major Variances

1. Determine if your variance request is based up an **unnecessary hardship** resulting from a **physical characteristic of the land**. The unnecessary hardship may be financial but it must arise from some physical characteristic of the property over which you had no control; these may include topography, access, parcel size or shape, etc. If unnecessary hardship caused by the physical characteristics of the land is the case you should move to the next step in the process.
2. Determine if you should apply for a minor or major variance, then fill out the Application, Variance Fact Sheet, and plot plan and submit them with the filing fee.
 - A. Minor Variance - Notice will be sent to nearby property owners and affected agencies for comment. If notified parties do not request referral to the Planning Commission, a staff report will be written followed by a final order either approving, approving with conditions, or denying your request. Notice of the decision is then mailed to those who were originally notified and an appeal period follows (10 days from the date of the mailing). Your variance becomes final if no appeal is received within the 10 day appeal

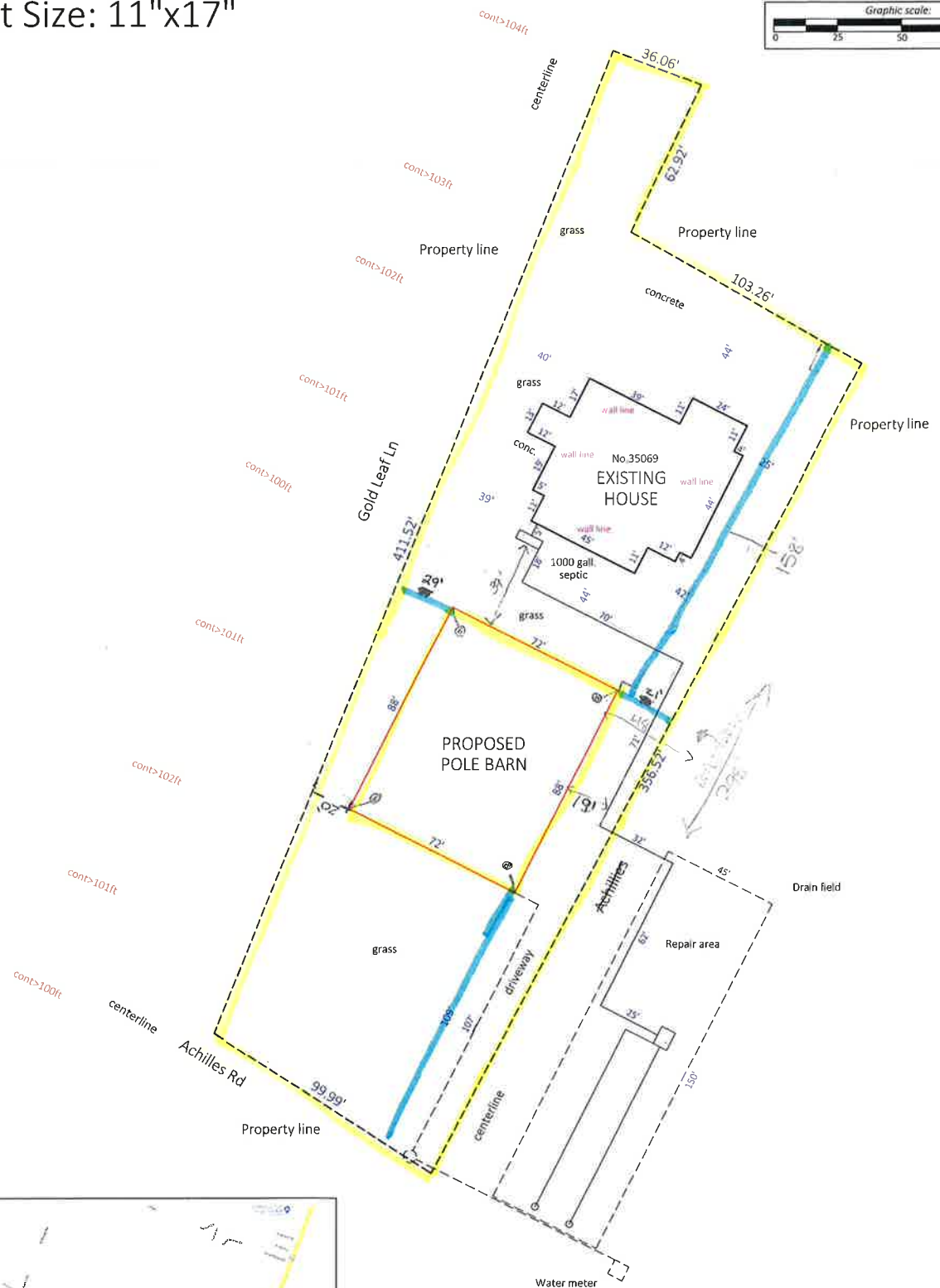
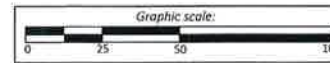
period. Processing time for a Minor Variance generally runs about 1 month.

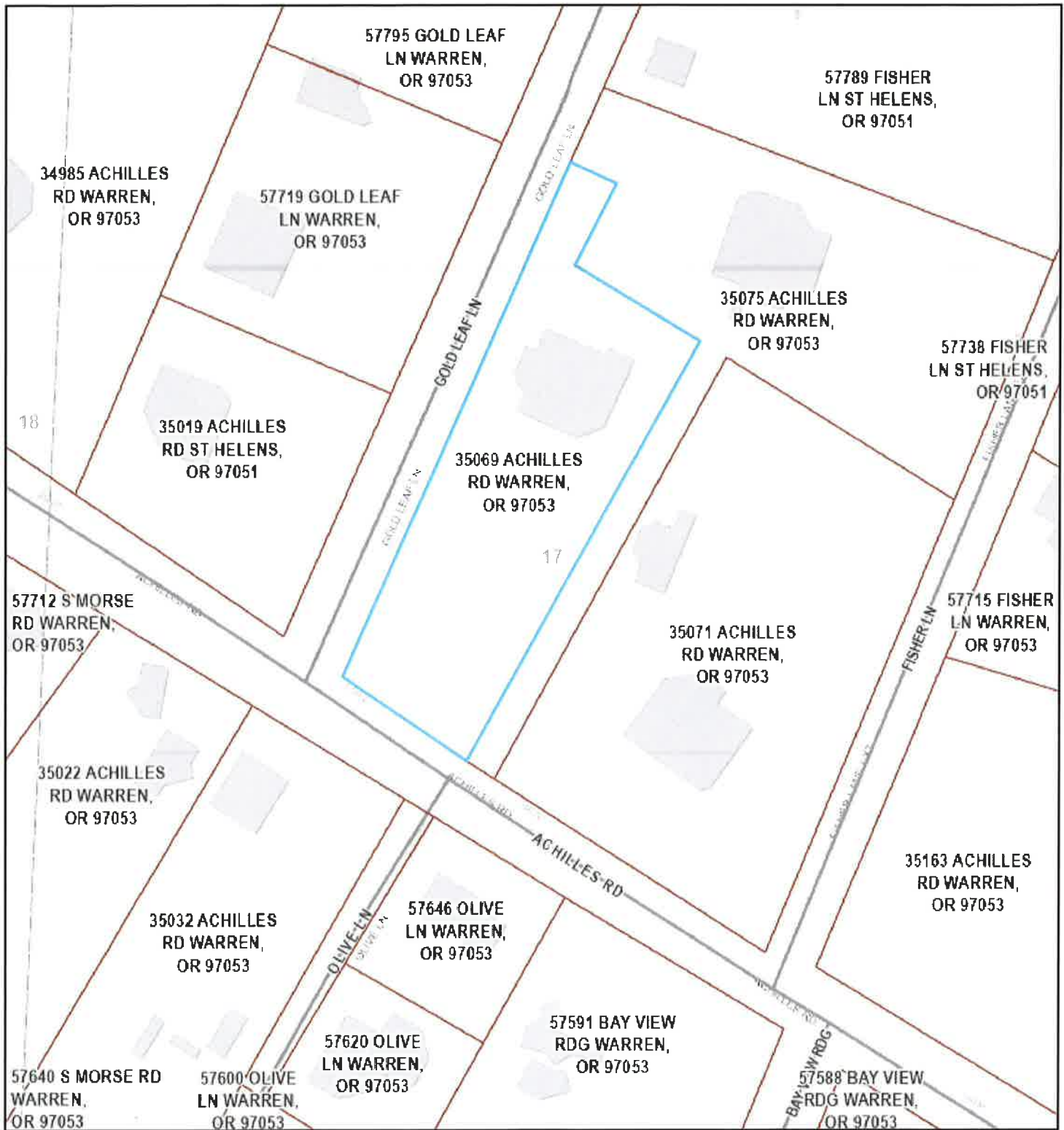
- B. Major Variance - Notice will be sent to property owners and affected agencies for comment. A staff report will be written about your request, and a hearing scheduled before the Planning Commission. A decision will be made at the Planning Commission meeting based upon the staff report, testimony received at the hearing, written comments received, and other research about your proposal. Your variance request will either be approved, approved with conditions, or denied. A final order will be prepared and signed by the chairperson of the Planning Commission within a few days after Planning Commission decision and hearing date. After the final order is signed a notice of decision will be mailed to those who have standing. The 10 day appeal period will begin the day of the mailing. Your variance will become final if no appeal is received within the 10 day appeal period. Processing time for a Major Variance generally runs about 1 to 2 months.

Things to Remember

1. A variance may be approved only when all the following conditions and facts exist:
 - A. The granting of the variance will not be detrimental to the public safety, health, or welfare, or injuries to other property;
 - B. The conditions upon which the request for a variance are based are unique to the property for which the variance is sought and are not applicable generally to other property;
 - C. Approval of the application will allow the property to be used only for purposes authorized by the zoning ordinance;
 - D. Strict compliance with the Zoning Ordinance would create an unnecessary hardship;
 - E. The granting of the variance will not adversely affect the realization of the Comprehensive Plan nor violate any other provision of the Zoning Ordinance.
2. A variance becomes **void after 1 year** if the next step in the development process has not been applied for.
3. The Planning Commission (Major Variance - public hearing) or the Director (Minor Variance - administrative) can impose whatever reasonable requirements will fulfill the intent of the Zoning Ordinance.

Plot Size: 11"x17"

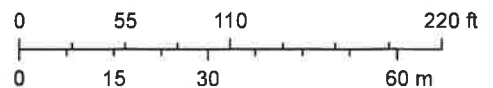




4/11/2022 7:34:06 AM

1:1,200

- Override 1
- Sections
- Situs Address Labels
- Township & Range
- Taxlots
- Local Roads

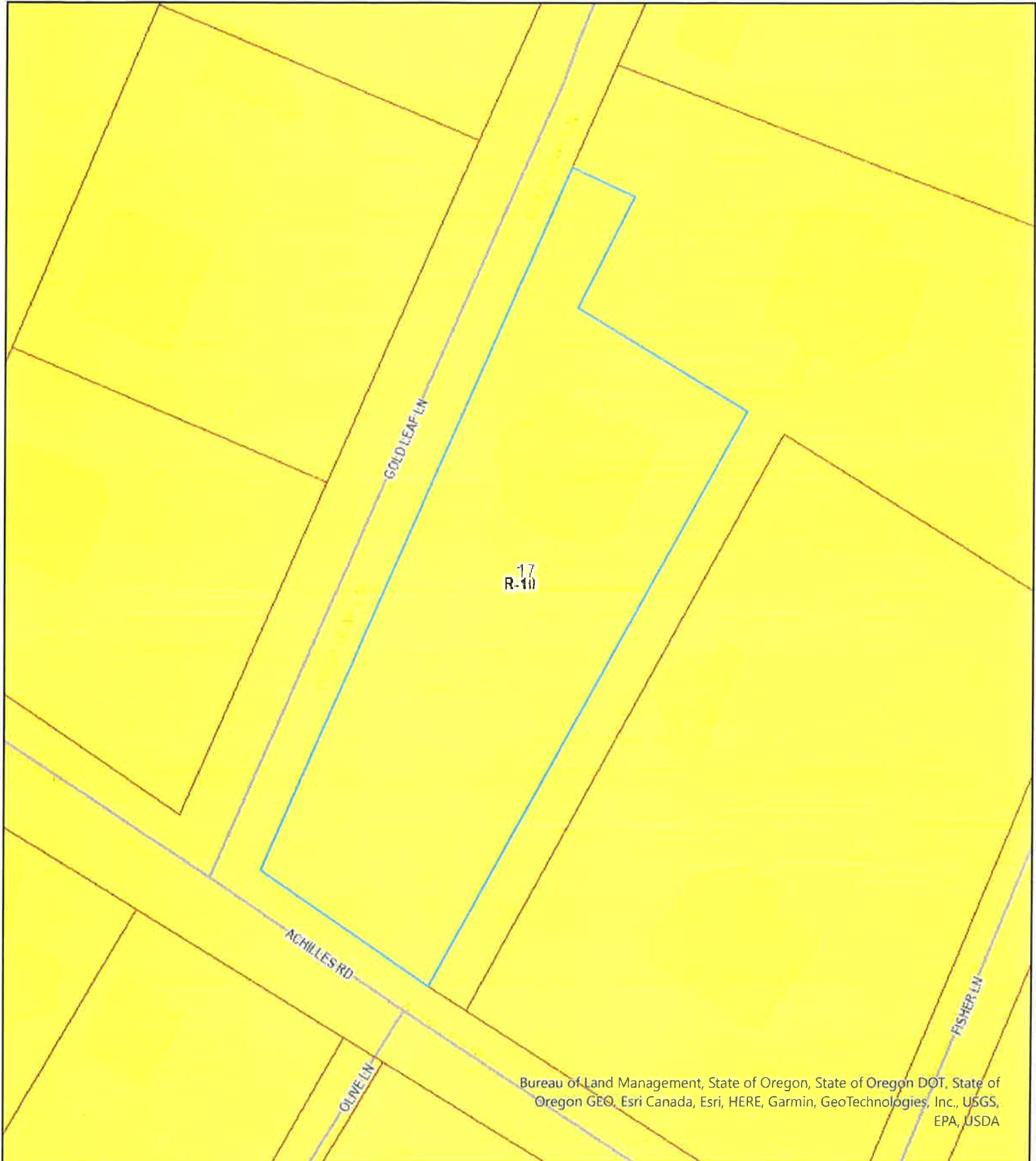


Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA



V 22-05 Zoning

Item #8.



051020304050 ft



4/6/2022 3:36 PM

Disclaimer: This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map

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V 22-05 Aerial

Item #8.



Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, USDA, Oregon Statewide Imagery Program (OSIP) - Oregon Imagery Framework Implementation Team

051020304050 ft



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**US Army Corps
of Engineers®**

Portland District

COLUMBIA RIVER PORTS

LONGVIEW | KALAMA | WOODLAND | VANCOUVER | PORTLAND

Open House to the Public

April 26 THROUGH April 28, 2022

For
The Lower Columbia River
Federal Navigation Channel Maintenance Plan
Dredge Material Management Plan

The U.S. Army Corps of Engineers' (Corps) and the Columbia River non-federal Sponsors Ports (Longview, Kalama, Woodland, Vancouver, and Portland) are hosting five information sessions to update the public on the Lower Columbia River Channel Maintenance Plan (LCR CMP) Dredge Material Management Plan (DMMP). Corps policy requires all federally maintained navigation projects demonstrate there is sufficient dredged material placement capacity for a minimum of 20 years.

Joint and Lead Agencies: To satisfy requirements of NEPA and SEPA, the Corps and Sponsor Ports will jointly prepare an EIS on the Plan. The Corps is the lead agency under the National Environmental Policy Act (NEPA). The Sponsor Ports are cooperating agencies under NEPA. In addition, the Washington Ports are co-lead agencies under the State Environmental Policy Act (SEPA) with the Port of Longview serving as the SEPA nominal lead agency.

In 2017, interested parties and tribes were notified that the Portland District of the Corps and the Sponsor Ports are preparing a joint Environmental Impact Statement (EIS) for The Lower Columbia River Federal Navigation Channel Maintenance Plan (82 FR 42548). An extended scoping period was provided from September 8 through November 16, 2017, per NEPA (40 CFR 1501.7) and SEPA (RCW 43.21C.030(2)(c)). Public participation informs the NEPA and SEPA environmental review process. The Scoping Report is posted on the Corps' website.

Public Open House: A series of public open house meetings are scheduled for April 2022. The dates, times, and locations of the meetings are listed below. The public open house will provide an update on development of the LCR CMP DMMP and EIS. The open house is meant to:

- **Update the public:** Corps' planning process for the LCR CMP DMMP
- **Outline next steps:** Schedule of release of the Draft LCR CMP DMMP and EIS for public review and comment
- **Provide a facilitated session of questions and feedback**

All meetings will be conducted virtually through WebEx. All open houses will present the same content. Several options are presented to provide flexibility to the public.

Open Houses	
Date	Time
Tuesday, April 26, 2022	1:00 p.m. to 2:15 p.m.
Wednesday, April 27, 2022	1:00 p.m. to 2:15 p.m.
Wednesday, April 27, 2022	6:30 p.m. to 7:45 p.m.
Thursday, April 28, 2022	1:00 p.m. to 2:15 p.m.
Thursday, April 28, 2022	6:30 p.m. to 7:45 p.m.

Log-in Instructions for Public Open Houses:

Instructions on how to log into the meetings can be found on the project website at <https://www.nwp.usace.army.mil/lcrchannelmaintenance/>

Public Involvement: The Corps and Sponsor Ports invite all affected Federal, state, and local agencies, affected Native American Tribes, and other interested parties to participate in the public open houses. The purpose of the public open houses is to provide information to the public on the Corps' process and to explain what can be expected in the future for release of the Draft LCR CMP DMMP and EIS. The specific dates, times, of the meetings are provided above. All meetings will be conducted over WebEx.

For additional information on the EIS process, the Corps and Sponsor Ports recommend referring to the guidance provided in "The Citizens Guide to NEPA" available at the following link: https://ceq.doe.gov/get-involved/citizens_guide_to_nepa.html.

For More Information: Please visit the website

<http://www.nwp.usace.army.mil/lcrchannelmaintenance/> or contact the Corps at the project mailbox: LCR-CMP-DMMP@usace.army.mil.

SEPA Responsible Official:

Lisa Hendriksen
Port of Longview

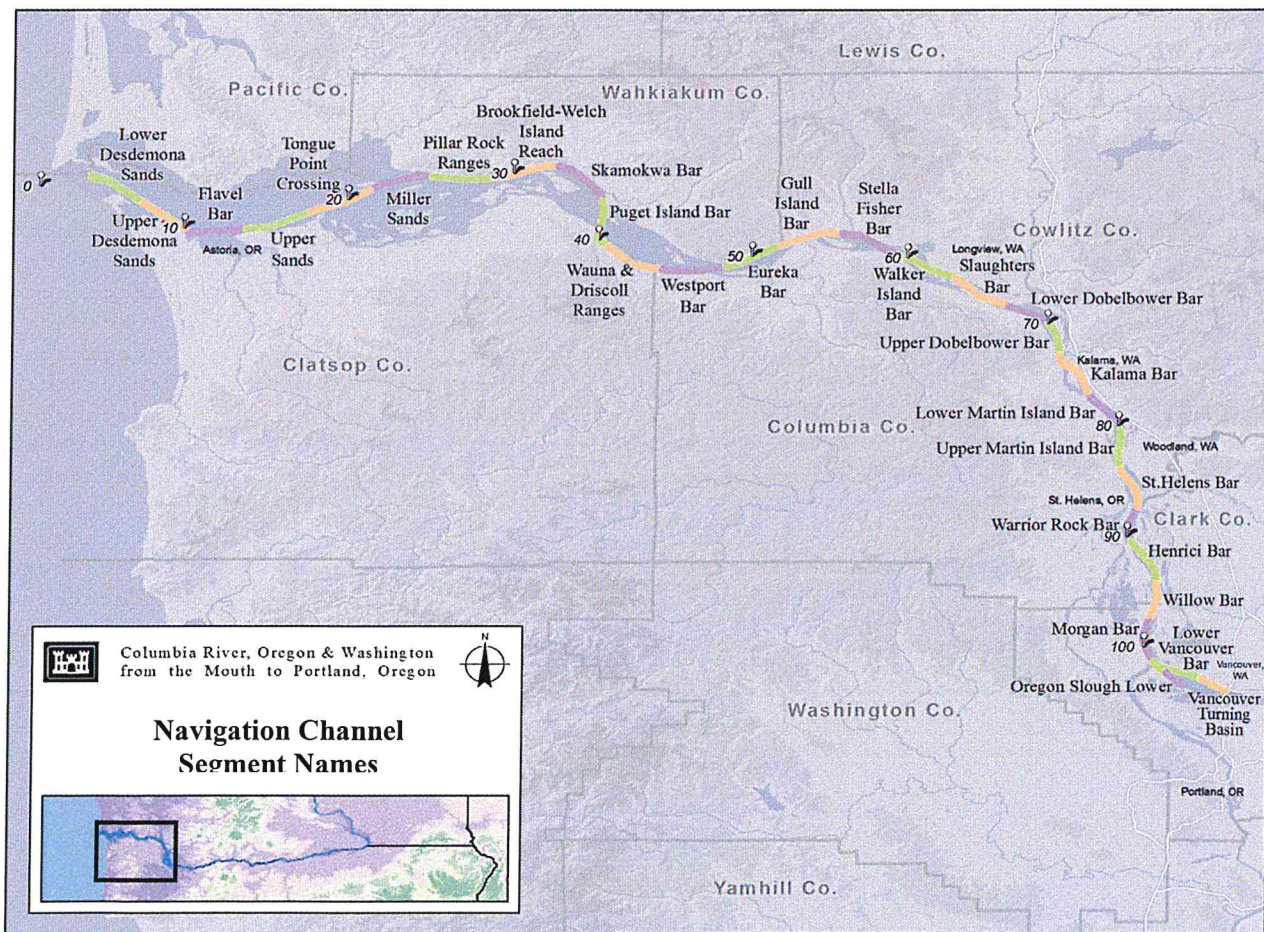
NEPA Specialist:

Omar Ortiz
Corps of Engineers

Project Description and Location: The Lower Columbia River Federal Navigation Channel project includes a main channel that is 43 feet deep and generally 600 feet wide, and extends upstream of the Mouth of Columbia River, River Mile (RM) 3 to Vancouver, WA, RM 105.5. The channel also extends into Lower Oregon Slough and includes vessel turning basins at Astoria in Oregon and Longview, Kalama

and Vancouver in Washington. The channel is maintained using a combination of dredging and hydraulic control works (pile dikes). Advanced maintenance dredging is currently approved up to 5 feet below authorized depth (-48 feet) and up to 100 feet outside the authorized channel width. For the past several years, dredging 6 to 8 million cubic yards of localized sand shoals has been required annually to provide reliable service for deep-draft navigation.

The Corps' policy requires all federally maintained navigation projects to demonstrate that there is sufficient dredged material placement capacity for a minimum of 20 years. The Plan is intended to ensure warranted and environmentally acceptable maintenance of the 43-foot Lower Columbia River Federal Navigation Channel for the next 20 years. Specifically, the Plan will be designed to facilitate efficient management of dredged material, accounting for variability of shoaling processes, to provide a reliable channel for deep-draft navigation. The Plan will describe the results of investigations and analyses used to make determinations as to current and forecasted dredging needs and material placement capacity, potential additional placement sites, measures to reduce the need to dredge and avoidance, minimization, and mitigation measures as needed.





D1347-01.NEF



D1347-02.NEF



Item #8.

D1347-03.NEF



D1347-04.NEF



D1347-05.NEF



D1347-06.NEF

GEOTERRA


Job: 22004

Date: 3-16-22

File: D1347

PACKET: 00345 4/4/22 Business License App

4/4/22 Business License Appr

Signature 

Date: 4-8-22

Item #8.

ID	PERIOD	NAME	LICENSE CODE	BALANCE
00698	4/01/22- 4/01/23	*RUSSELL S. MORRONE	JANITOR JANITORIAL SERVICES	0.00
00685	4/01/22- 4/01/23	BEMIS PRINTING LLC	PRINTING PRINTING	0.00
01077	3/30/22- 3/30/23	CITIZEN STORAGE	STORAGE STORAGE UNITS	0.00
00860	3/13/22- 3/13/23	COMFORT CONSTRUCTION	CONTGEN CONTRACTOR-GENERAL	0.00
00875	3/26/22- 3/26/23	COZY LAWN MAINTENANCE	LANDSCAP LANDSCAPING	0.00
01076	3/24/22- 3/24/23	CROUCHLEY PLUMBING CO INC	CONTPLUM CONTRACTOR-PLUMBING	0.00
00688	4/01/22- 4/01/23	DOLLAR TREE STORES # 1947	RETVARI RETAIL - VARIETY	0.00
01078	3/30/22- 3/30/23	EATON'S TIRE & AUTO REPAIR	AUTOTIRE AUTO/TIRE SERVICE	0.00
00561	2/10/22- 2/10/23	EC COMPANY	CONTELEC CONTRACTOR-ELECTRICA	0.00
00873	3/26/22- 3/26/23	GREEN TERESA	2NDHAND 2ND HAND DEALER/PAWN	0.00
00813	3/12/22- 3/12/23	HPA BORROWER 2018-1 MS LLC	RENTRESI RENTAL - RESIDENTIAL	0.00
00895	4/10/22- 4/10/23	LOTUS OF BANGKOK	RESTAURA RESTAURANT	0.00
00868	4/01/22- 4/01/23	MACDONALD MILLER FACILITY SOL.	CONTMECH CONTRACTOR-MECHANICA	0.00
00796	3/12/22- 3/12/23	MARSH CLARISSA	2NDHAND 2ND HAND DEALER/PAWN	0.00
00120	1/01/22- 1/01/23	MIYAKO	RESTAURA RESTAURANT	0.00
00811	3/12/22- 3/12/23	NATIONAL ENTERTAINMENT NETWORK	AMUSEVEN AMUSEMENT/VENDING/BO	0.00
00699	4/01/22- 4/01/23	OLSEN & HORN L.L.C.	LAW LAW OFFICES	0.00
00890	5/01/22- 5/01/23	OREGON'S ATTIC	2NDHAND 2ND HAND DEALER/PAWN	0.00
00881	3/31/22- 3/31/23	PIKE SARAH	2NDHAND 2ND HAND DEALER/PAWN	0.00
00164	2/01/22- 2/01/23	RENT-A-CENTER #2915	RETFURN RETAIL - FURNITURE	0.00
00226	1/01/22- 1/01/23	ROOTED RELAXATION MASSAGE	MASSAGE MASSAGE	0.00
01079	3/30/22- 3/30/23	SMITH DAN	AUTO AUTO REPAIR	0.00
00742	3/11/22- 3/11/23	TCD INTERIORS INC	CONTSHEE CONTRACTOR-SHEETROCK	0.00
00783	3/11/22- 3/11/23	VIRK INVESTMENTS INC	HOTEL HOTEL/MOTEL/B&B	0.00
00876	3/26/22- 3/26/23	ZHEN'S CHINESE RESTURANT INC	RESTAURA RESTAURANT	0.00

PACKET: 00345 4/4/22 Business License App

4/4/22 Business License Appr

SEQUENCE: Contact

Item #8.

LICENSE CODE	TOTAL	BALANCE
2NDHAND 2ND HAND DEALER/PAWN	4	0.00
AMUSEVEN AMUSEMENT/VENDING/BO	1	0.00
AUTO AUTO REPAIR	1	0.00
AUTOTIRE AUTO/TIRE SERVICE	1	0.00
CONTELEC CONTRACTOR-ELECTRICA	1	0.00
CONTGEN CONTRACTOR-GENERAL	1	0.00
CONTMECH CONTRACTOR-MECHANICA	1	0.00
CONTPLUM CONTRACTOR-PLUMBING	1	0.00
CONTSHEE CONTRACTOR-SHEETROCK	1	0.00
HOTEL HOTEL/MOTEL/B&B	1	0.00
JANITOR JANITORIAL SERVICES	1	0.00
LANDSCAP LANDSCAPING	1	0.00
LAW LAW OFFICES	1	0.00
MASSAGE MASSAGE	1	0.00
PRINTING PRINTING	1	0.00
RENTRESI RENTAL - RESIDENTIAL	1	0.00
RESTAURA RESTAURANT	3	0.00
RETFURN RETAIL - FURNITURE	1	0.00
RETVARI RETAIL - VARIETY	1	0.00
STORAGE STORAGE UNITS	1	0.00
TOTAL ALL CODES:	25	0.00

PACKET: 00345 4/4/22 Business License App

4/4/22 Business License Appr

SEQUENCE: Contact

Item #8.

*** SELECTION CRITERIA ***

License Range: thru ZZZZZZZZZZ
License Codes: All
Balance: 9999999999R thru 9999999999
Fee Codes: All
Fee Paid Status: Paid and Unpaid
Origination Dates: 0/00/0000 thru 99/99/9999
Effective Dates: 0/00/0000 thru 99/99/9999
Expiration Dates: 0/00/0000 thru 99/99/9999
Renewal Dates: 0/00/0000 thru 99/99/9999
Payment Dates: 0/00/0000 thru 99/99/9999
Print Dates: 0/00/0000 thru 99/99/9999
License Status: Active
Termination Code:
Paid Status: Paid
City Limits: Inside and Outside
Printed: No
Comment Code:

** END OF REPORT **