



COUNCIL REGULAR SESSION

Wednesday, February 21, 2024 at 7:00 PM

COUNCIL MEMBERS:

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

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

UPDATED AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

COLUMBIA RIVER PUD PRESENTATION TO COUNCIL

REQUEST FOR APPROVAL TO ATTEND EXECUTIVE SESSIONS

1. Consideration of the Application of Steve Toschi of Town Talk Cafe to Qualify as a Representative of the News Media to Attend Council Executive Sessions

ORDINANCES – *First Reading*

2. **Ordinance No. 3299:** An Ordinance Amending the St. Helens Municipal Code Chapter 13.30 Regarding the St. Helens Public Safety Fee, to Expand the Use of the Fee to Public Safety Operations

RESOLUTIONS

3. **Resolution No. 2001:** A Resolution of the Common Council of the City of St. Helens Adopting an Executive Session News Media Attendance Policy and Application

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

4. [Ratify] Business Oregon Application for Kaster Road Substation
5. Amendment No. 2 to Agreement with Columbia County for Columbia Blvd. Sidewalk and Safety Improvements
6. Personal Services Agreement with Consor for Professional Engineering Services for Wastewater Collection System Capacity Improvements, Project No. S-679
7. Extension of Agreement with Mayer/Reed, Inc. for Riverwalk Project Phase I and Columbia View Amphitheater

APPOINTMENTS TO CITY BOARDS AND COMMISSIONS

8. Appoint Brooke Sisco and Scott Jacobson to the Planning Commission

CONSENT AGENDA FOR ACCEPTANCE

9. Library Board Minutes dated December 11, 2023

[10.](#) Parks and Trails Commission Minutes dated December 11, 2023 and January 8, 2024

[11.](#) Planning Commission Minutes dated January 9, 2024

CONSENT AGENDA FOR APPROVAL

[12.](#) Request for Proposals for Realtor Services

[13.](#) Council Minutes dated December 13, 2023, December 20, 2023, December 28, 2023, and January 3, 2024

[14.](#) OLCC Licenses

[15.](#) Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

PROCLAMATION

[16.](#) Government Communicators Day - February 24, 2024

COUNCIL MEMBER REPORTS

MAYOR SCHOLL REPORTS

OTHER BUSINESS

ADJOURN

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/89255627667?pwd=V1ZvVhPOVdGVzhVaU80N2pIYk5xdz09>

Passcode: 697616

Dial: 669-444-9171

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

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

PACWEST, 27th Floor
1211 SW Fifth Avenue
Portland, OR 97204
T (503) 598-7070
F (503) 598-7373**LEGAL MEMORANDUM**

TO: Mayor Scholl and City Council of St. Helens

FROM: Peter S. Hicks; Matthew Kahl

DATE: February 14, 2024

RE: Request for News Media Attendance at Executive Sessions

Question Presented

Should Steven Toschi be recognized by the City Council as a representative of the news media and be allowed to attend City Council executive sessions?

Background

The City of St. Helens (the “City”) has received two recent requests from individuals seeking admission to Council executive sessions as representatives of the news media. On December 19, 2023, this office advised that information submitted by Steve Toschi in support of his request, along with information the city obtained from the owner of radio station KOHL, did not appear to qualify Mr. Toschi as a representative of the news media. However, as we have discussed with City Administrator John Walsh, the Attorney General’s Opinion No. 8291 issued on April 18, 2016 (the “Opinion”), and the Attorney General’s Public Records and Meetings Manual 2019 (the “Manual”) document that the definition of “representatives of the news media” is very broad and it is difficult to determine who qualifies as a representative of the news media.

On December 27, 2023, Jennifer Massey also submitted a request to the City seeking admission to Council executive sessions as representatives of the news media for herself and three additional board members of FAFODDS, a non-profit organization whose governing purpose is to obtain information by public records request to disseminate information by various means to the public. At that time, we recommended the request be declined as the request had the appearance of being merely an assertion of qualification as news media without sufficient supporting documentation. The City advised Ms. Massey it would consider any additional documentation provided concerning the request.

PRIVILEGED & CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

Memo to Mayor Scholl and City Council of St. Helens
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On February 5, 2024, the City notified both Mr. Toschi and Ms. Massey that it had not received further documentation for the City to determine whether or not they qualified as a representative of the news media. On February 5, 2024, in response to that communication, Mr. Toschi submitted additional documentation and information to the City. To date, Ms. Massey has not submitted more documentation to support her request.

Analysis

The Opinion attempted to clarify the meaning of “representatives of the news media.” It states that ORS 192.660, the executive session law, permits news gathering representatives of institutional media to attend executive sessions and that “news media” is “broad and flexible enough to encompass subsequent technologies for delivering the news.” The Opinion notes that news media includes the institutional news media – like newspapers, radio, television – but also other types of news gatherers and disseminators such as specialty publications and school newspapers – if they regularly disseminate news such as the “activities of a governing body,” that is local government proceedings and events. The Opinion also notes that in certain instances even bloggers may fall within the definition of a “representative of the news media.” The Opinion gives the impression that as technologies for delivering the news expand so the ways local events are “reported” to the public change over time, the definition of “news media” can expand.

The decision of who qualifies as a representative of the news media is left to local governments.

Recent Developments

On February 5, 2024, Mr. Toschi sent a letter to John Walsh providing additional information supporting his assertion that he qualifies as a representative of the news media through his radio show, Town Talk Café broadcast on KOHI radio. Within his letter, a copy of which is enclosed, Mr. Toschi noted:

1. He has a contract with KOHI to broadcast his one-hour radio show. The radio show covers local news that is gathered through his efforts. The show is broadcast live one day and then rebroadcast other weekdays during a consistent time slot.
2. The Town Talk Café contract began in October 2023 and has been extended through December 2024. The Town Talk Café also blogs on Facebook regarding council activities.
3. The show is published in a “blog” or “podcast format” that began in January.
4. The Town Talk Café is a Talk Show covering local people, news and events.
5. KOHI does not have control over the content of the show.
6. He intends to comply with all laws.

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7. He has read the Attorney General's Opinion, No. 8291, that he asserts qualifies him as "the press".
8. He will perform the "watchdog" function as a member of the press to monitor the council's compliance with Public Meeting Law.

The additional materials submitted by Mr. Toschi enhance his assertion that he is a representative of the news media. While the owner of radio station KOHI has documented that Mr. Toschi is not affiliated with the station as an "employee, contractor, or agency" of the station, it is possible that Mr. Toschi's broadcast contract with KOHI creates an avenue for him to be considered as a news media representative. While an employee, contractor, or agent for a radio station is the traditional way of demonstrating that a person qualifies, should Mr. Toschi be denied recognition as a representative of the news media and a complaint is filed to the OGEC, it is possible that following an investigation the OGEC could find that Mr. Toschi is a "news-gathering" representative who has a "formal affiliation with an institutional news medium." It is conceivable that his radio show could be considered similar to a blog and other evolving social media technologies used to disseminate news.

The question comes to the Council – does Mr. Toschi, through his Town Talk Café show, qualify as a representative of the news media to be allowed into executive sessions? It is up to the Council to make this determination. Based on the information we have reviewed; the City could find that his means of gathering and disseminating news of local events through his radio program might be among the types of technologies for delivering the news that the Opinion anticipated. The Opinion speaks of other technologies among the types of "online publications" that may qualify as a "news medium." Any determination is dependent upon particular facts.

Recommended Action

According to OGEC, a local determination of who qualifies must be made by the City Council, not staff, which would include the City Attorney. Thus, the City Attorney may only advise and provide guidance whether an individual might qualify for admission. An actual decision to exclude someone must be made by the Council and any resulting complaint for an executive session violation could be filed against individual Council members. This places the Council in a somewhat awkward place since the definition of "news media" is certainly broad and OGEC cannot define, by rule and statute, who qualifies as a representative of the news media. OGEC is prohibited by ORS 192.660(11) from establishing which entities are representatives of the news media.

Our advice is that the Council consider making a conditional determination that Mr. Toschi is recognized as a representative of the news media while he continues to conduct the Town Talk Café in its present format on KOHI. If he is allowed to attend executive sessions, his attendance should be contingent upon his continuing to host the radio program discussion of local news. His attendance may be reconsidered if a definition of "representative of the news media" is created by an Oregon state court or the Oregon Legislature that does not include his type of broadcast. The Council should reserve its right to review his conditional approval and if appropriate exclude him from future executive sessions.

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Future Considerations

Should Ms. Massey submit additional documentation to support her request, her qualifications and those of FAFODDS as “news media” should be reviewed on the particular facts. In our opinion, as previously stated, her initial submission is closer to a mere assertion that she should be admitted rather than one supported by proof of her consistent activities reporting local news through an institutional news media, specialty publication, or broadcast. The Council must then determine whether Ms. Massey qualifies as a representative of the news media. In addition, as the definition of news media evolves, it is possible that the news medium and credentials sufficient to qualify an individual as a representative of the news media today may differ from the same news medium and credentials in the future, and vice versa – what may not be sufficient today may be sufficient in the future.

Enclosures

TOWN TALK CAFÉ

CONTACT: STEVEN TOSCHI, OWNER
215 N. RIVER STREET
SAINT HELENS, OR 97051
T: (925) 963-2518
E: S.TOSCHI@COMCAST.NET

February 5, 2024

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

RE: City Council Executive Session Attendance by Steve Toschi of Town Talk Café

Dear Mr. Walsh:

Marty Rowe of Mountain Broadcasting, KOHI 1600 am sent me your letter of December 8, 2023 sent on behalf of the City of St. Helens. I believe for its part KOHI responded to the City's inquiry on December 8, 2023 at 10:36 am.

I'm enclosing for your review the contract I have with KOHI for a one-hour radio show. The contract started on October 2, 2023 and continues through December 2024. It's likely to be extended. The contract is for my broadcast of the Town Talk Café Radio Show. KOHI has no control over the content of my broadcast. KOHI is a radio station licensed by the Federal Communications Commission with Facility ID 70467 and broadcasts with 1000 watts. Town Talk Café is broadcast live from 4-5:00 p.m. on Fridays. A recording of the show is rebroadcast by KOHI M-Th from 4-5 pm. KOHI archives the shows, which are available to the public and the world from the KOHI website. Town Talk Café will be publishing all shows in a "blog" or "podcast format" starting in January 2024. Currently, Town Talk Café shows are advertised on Facebook and billboard advertising on Highway 30.

Town Talk Café is a talk show, covering local people, news and events. Town Talk Café covers local news that it gathers through my efforts. Town Talk Café does and will gather, through my efforts, local news involving St. Helens and in particular the St. Helens City Council and local politics. Just last week Town Talk Café covered the "land for dirt" issue wherein the City of St. Helens attempted to trade some of its land for dirt. In prior shows we covered decisions of the St. Helens City Council and the operation of the government. We have scheduled for next week news and discussion of the \$1 million paid by the City for plans for the police station that was too large for the City's budget. As part of my news gathering efforts, I've made public records requests to the City and received information. When I made those public records requests I stated that I would be sharing the information with the public.

In order to satisfy the City's inquiry, I provide the following information answering the questions asked:

Bullet one: A copy of my contract with KOHI establishing my right to broadcast is attached. I've informed the City of my intention to attend Executive Session meetings as a member of the press. I gather local news involving St. Helens and report it.

Bullet two: I've attached my contract with KOHI establishing my right to broadcast. My work is not being performed for KOHI or at KOHI's request. KOHI is the radio station that will broadcast my content, per my contract with KOHI, via its license with the FCC.

Bullet three: I have a contract with KOHI to broadcast my show. KOHI is a radio station licensed by the Federal Communications Commission with Facility ID 70467 and broadcasts with 1000 watts. I have a right to broadcast the content of my show, including the news, per my contract with KOHI and KOHI's license with the FCC.

Bullet four: KOHI addressed this point. KOHI does not have control over the content of my show, and neither does the City. To re-assure the City, I intend to comply with all laws.

Bullet five: KOHI addressed this request in its response to you. For my part, I've read the laws concerning the press reporting executive sessions. I've also read the Oregon Attorney General Opinion that I qualify as the press. If the City desires to provide me, as a member of the press, with any information regarding its desires re the press covering executive sessions, please provide the information.

Bullet six: I'm not a representative of KOHI. I'm not acting on KOHI's behalf. I will inform the City if my contract with KOHI to broadcast ends or if I decide to not broadcast the show, or if I decide not to gather and report local news.

Bullet seven: The City requested any additional information. Toward this end, I have already sent to the City the Opinion of the Oregon Department of Justice No. 8291, dated April 18, 2016. The opinion stated that the purpose of the press attending executive sessions is a "watchdog" function and to prepare future stories regarding City news. In light of the City Council twice being reprimanded for violation of public meeting laws, both times with its council present, there is no question that I as a member of the press will perform the "watchdog" function. Also, attending executive sessions will help me prepare for future stories. In 1976 the Attorney General provided the opinion that by using the word "representative," the legislature intended to mean "institutionalized" news media. KOHI broadcasts under an FCC license and is therefore "institutionalized." The am band has been in use in the early 1900's. The KOHI radio station has been broadcasting local shows and news in Columbia County for more than 50 years. It is a

Columbia County “institution.” In a 1979 opinion, the Attorney General concluded that a representative of a high school newspaper was a representative of the news media “if the newspaper ordinarily covers news germane to the executive session.” (page 7.) Town Talk Café has and will cover news regarding the St. Helens City Council, St. Helens City Council Politics, local politics, and the goings on in St. Helens. Certainly, the scope of the coverage would overlap matters discussed in executive session. In the 2014 updated Attorney General Manual, the Justice Department clarified that “Representatives of the news media includes *news-gathering* representatives of institutionalized news media that ordinarily report activities of the body.” Steve Toschi currently is the only news-gathering representative of Town Talk Café. Town Talk Café ordinarily reports on the activities of the St. Helens City Council on the institutionalized media of a radio show licensed by the FCC, by contract. The 2016 Attorney General Opinion also expanded the definition of “representatives of the news media” “is not limited to “traditional print media.” The Opinion stated that bloggers would qualify. Town Talk Café not only broadcasts on KOHI, but also blogs on Facebook regarding City Council activities. Since I am a news gatherer, and report the news via an institutionalized media, and report directly on the subject of the City Council, I qualify as a representative of the news media to attend executive sessions under Oregon Law.

I hope this answers all of the City’s questions. If you have any additional questions regarding the radio show, please feel free to tune in, call in, listen to the archived material, or request additional information from me.

Sincerely,



Steve Toschi for Town Talk Café

Enclosure: Contract



Item #1.

KOHI Broadcast Time Order - Invoice 10117

36200 Pittsburg Rd Suite C St. Helens, OR 97051 | 503.397.1600 Voice | 503.933.5014 Cell | Email: kohl.radio@gmail.com

Advertiser: St Helens Town Talk Radio ShowAddress: SToschi@tcdlegal.comCity/State/Zip: Scappoose Oregon 97056Contact: Steven ToschiPhone 510-835-3400One Hour Radio Show Live or Recorded every Friday and then played back Mon-Thursday 4p-5p for 6 months
PLAN/PACKAGE: _____START: October 2, 23 END: March 31, 24 Total weeks: 24 Total Ads: _____ Total \$ 2400Method of Payment: ☐ CASH ☐ CHECK ☐ CHARGE CARD

Deposit Paid \$ _____

CHARGE: CARD # _____

Balance Due \$ 2400

EXP DATE: _____ SEC CODE _____ Billing Zip _____

Signature: _____ Date _____

Approved by: MR

Description of Purchase: Steven may sell the spot breaks on the show. 3 3minute breaks per hour if needed. Each Show cost is\$100.5 week months will not be charged so this contract is 6 months for \$2400. Steven Toschi is responsible for his own content. Marty is available for live show production/calls. 10 promos weekly.

TIMES	SUN	MON	TUES	WED	THURS	FRI	SAT
-------	-----	-----	------	-----	-------	-----	-----

4p-5p

4p-5p

4p-5p

4p-5p

4p-5p

This is a contract to broadcast commercial air/spot time or purchase service as described above. Standard Broadcast Terms Apply. This is the entire Agreement and Advertiser has not relied on any statements made by representative other than those expressed above in making this Agreement. KOHI not responsible for Acts of God, or other events or equipment problems which might impact the delivery of this broadcast order. The term Advertiser refers to the company/person purchasing the air/spot time and agrees to pay the amount due in full at time of signing agreement.

DATE: 9/25/23

X _____
Approved By Advertiser

Marty Rowe
Approved By KOHI Radio

Thank you for your business!!! Please call our land line to use a charge card 503-397-1600



36200 Pittsburg
Road
Suite C
St. Helens, OR
97051

Phone: 503-397-1600
Fax: 503-397-1601
Email: kohl.radio@gmail.com

Item #1.

Invoice

Bill To:

Steven Toschi
Weekly Radio Show
Stoschi@tcdlegal.com
5145 Johnson Dr,
Pleasanton, CA 94588
510-835-3400

Description of Spots or Package Purchased:		Schedule Run Date(s):		
Radio Show change order		November 2023	Invoice: 81923 November 16, 2023	
Number of Ads	Rate Per Spot	Package	Spot Length	Total:
Change Show time to Fridays at 10a-11a with repeats Mon-Thurs Starting January 2024				
Expand time Order Original Invoice 10117 to full year thru December 2024			55min	\$1800

Total Order \$1800.00

Note:
Steve would like to guest on one or two of
Melinda's final shows in transition if possible.

Deposit Paid with Card 2066 1800

Balance Due \$00.00

Thank You for Your Business!
Terms: Due on receipt

***Please Make Your Check Payable to:
Mountain Broadcasting LLC dba KOHI***

City of St. Helens
ORDINANCE NO. 3299

AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE
CHAPTER 13.30 REGARDING THE ST. HELENS PUBLIC SAFETY FEE,
TO EXPAND THE USE OF THE FEE TO PUBLIC SAFETY OPERATIONS

WHEREAS, the mission of the City of St. Helens is to provide quality, effective and efficient service to our community. By doing so we will 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 of all; and

WHEREAS, the mission of the St. Helens Police Department is to work with all citizens to make our city a place where people live safely and to promote individual responsibility and community commitment; and

WHEREAS, additional flexibility in the use of the Public Safety Fee is desired by our community to provide our Police Department with the necessary tools and staffing resources to respond to emergencies, solve problems, and be good community members.

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

Section 1. Chapter 13.30 of the St. Helens Municipal Code ("SHMC") regarding the Public Safety Fee, is hereby amended, attached hereto as **Attachment "A"**, and made part of this reference.

Section 2. Severability. If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses, or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be servable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Provisions of this Ordinance shall be incorporated in the St. Helens Municipal Code and the word "ordinance" may be changed to "code," "article," "section," or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

Section 4. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: February 21, 2024
Read the second time: March 6, 2024

Item #2.

APPROVED AND ADOPTED this 6th day of March 2024 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

underlined words are added
~~words stricken~~ are deleted

[...] means skipping text as it reads in the code (e.g., to focus on text being edited in this document)

Chapter 13.30

ST. HELENS PUBLIC SAFETY FEE

13.30.020 Purpose and intent.

(1) The purpose of the public safety fee is to provide additional funding to safeguard, facilitate and encourage the health, safety and welfare of the residents, businesses and visitors of the city as well as maintaining and operating the city of St. Helens police department.

(2) The intent of the public safety fee is to provide a funding mechanism to pay for the benefits conferred on residents, businesses and visitors of the city, including but not limited to expenditures related to the acquisition, improvement, replacement and/or construction of public safety facilities.

13.30.070 Use of funds.

All funds collected by the city from the public safety fee shall be deposited into a separate and distinct account for ~~the~~ purposes included, but not limited to; operations, sworn personnel, equipment, training, and other related costs associated with the operation of the city of St. Helens police department as well as capital costs for the ~~of funding the~~ acquisition, improvement, replacement and/or construction of public safety facilities. The fees paid and collected by virtue of this chapter shall not be used for general or other governmental or proprietary purposes of the city, except to pay for the equitable share of the cost of accounting, management and government which is attributable to the public safety fee.

City of St. Helens
RESOLUTION NO. 2001

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST.
HELENS ADOPTING AN EXECUTIVE SESSION NEWS MEDIA
ATTENDANCE POLICY AND APPLICATION**

WHEREAS, Oregon public meetings law provides that representatives of the news media shall be allowed to attend certain executive sessions of public bodies, but may be requested to not disclose specified information (ORS 192.660(4)); and

WHEREAS, because at the time state law relating to media attendance at executive session was adopted, "news media" consisted of entities that were institutionalized and structured to support compliance with the requirements of ORS 192.660(4), the law includes no express mechanism for enforcing those requirements; and

WHEREAS, technological advances since the time the public meetings law was initially adopted have resulted in development of communication mechanisms allowing virtually any individual or entity to disseminate information widely; and

WHEREAS, the City Council finds that in that absence of a statutory definition of "news media" as that term is used in ORS 192.660(4) it is necessary to adopt a policy that implements the intent of the public meetings law relating to executive session attendance without precluding attendance by internet-based or other "non-traditional" information disseminators that are institutionalized and committed to compliance with ORS 192.660(4); and

WHEREAS, the City Council recognizes that this policy is solely for determining eligibility to attend executive sessions, which requests non-disclosure of specified information from executive sessions, and is not intended to otherwise define "news media" or to determine eligibility to report on the City's activities or to limit access to other City meetings by any person.

NOW, THEREFORE, the City of St. Helens resolves as follows:

1. Recognized News Media Organizations. The following entities are recognized as news media organizations eligible to attend executive sessions:
 - (A) Daily newspapers, non-daily, and small-market newspapers/publications, as well as those publications that are released as digital and multiplatform products; or
 - (B) A newspaper or publication that the City uses for publication of public notices and that meets the requirements of ORS 193.020; or
 - (C) An entity that is organized and operated to regularly and continuously publish, broadcast, transmit via television, radio or the internet or otherwise disseminate news to the public, and that regularly reports on activities of public concern.
2. Attendance at Executive Sessions. Representatives of news media organizations recognized pursuant to Section 1 of this policy shall be allowed to attend executive sessions, except as described below in paragraphs (C) and (D) of this section, pursuant to the following process:

- (A) The representative must provide substantial evidence persuading the City that they are a news reporter for the recognized news media organization. In making its determination whether to recognize the person as a representative of the news media organization, the City may require:
- (a) A press badge or identification issued by the recognized news media organization, plus proof of identity (such as a driver's license); or
 - (b) A recently published news article in the recognized news media organization publication or broadcast, with the person's byline, or a masthead showing the person's name as a member of the news gathering staff of the news media organization, plus proof of identity; or
 - (c) A letter on letterhead from an editor of the recognized news media organization in which the editor states that the reporter is covering the meeting for the news media organization, plus proof of identity.
 - (d) Any other credentials or evidence sufficient to demonstrate that the individual is a representative of the news media.

The City requires that requests to be recognized as a representative of a news media organization be made in writing on an application form provided by the City (see Exhibit A attached). The form shall require disclosure of the person's name, and the entity for which they are a representative and shall require submission of evidence described in subsections 2(A) of this policy. The form shall also include a certification that the person is a representative of a recognized news media organization, that the information given is true, and that the person agrees to comply with ORS 192.660(4). The form will be made available on the City's website and upon request by any individual.

- (B) The City Council is prohibited from making final decisions on any matter in executive session. Therefore, representatives are requested to provide the above evidence to persuade the City that they are a representative of the recognized news media organization in advance of the scheduled executive session. In the event that a person claiming to be a representative of the news media fails to provide advance evidence of their credentials, the representative should either be allowed to attend the executive session, or the executive session shall be postponed until a later time.
- (C) Representatives of the news media are not permitted to attend executive sessions involving deliberations with persons designated to carry on labor negotiations. ORS 192.660(4).
- (D) If the executive session is being held to confer with counsel about current litigation or litigation likely to be filed, the City shall exclude any member of the news media from attending if the member is a party to the litigation to be discussed or is an employee, agent or contractor of a news media organization that is a party to the litigation. ORS 192.660(5).

3. Recording Devices Prohibited. Cameras, tape recorders and other recording devices shall not be used in executive sessions, except for the official executive session recording made by City staff.
4. Application to Boards and Commissions. These policies and procedures shall apply to the City

Council and all of its boards and commissions.

Approved and adopted by the City Council on February 21, 2024, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens

Recognized News Media Representative Application

Pursuant to the City of St. Helens' Executive Session News Media Attendance Policy, those claiming to be representatives of the news media are requested to complete this form. Please provide the requested information below, complete and sign the certification section, and submit the completed form to the City Recorder in advance by: (1) personal delivery to the City Recorder; (2) sending the completed form via e-mail to CR@sthelensoregon.gov; or (3) delivering a completed copy to City Hall located at 265 Strand Street, St. Helens, OR 97051.

NOTE: If the City is unable to verify this information prior to the start of an executive session, your attendance at the executive session may be denied or the executive session may be postponed.

Print Name

Name of News Media Organization Represented

CERTIFICATION OF REPRESENTATION:

I, _____, certify the following to be true and accurate:

I represent the following:

- ☐ A daily newspaper, non-daily, or small-market newspaper/publication, or publication that is released as a digital or multiplatform product.
- ☐ A newspaper or publication that the City uses for publication of public notices and meets the requirements of ORS 193.020.
- ☐ A news media organization that is organized and operated to regularly and continuously publish, broadcast, transmit via the internet, or otherwise disseminate news to the public, and that regularly reports on activities of the City or matters of the nature under consideration by the City Council.

The news media organization that I represent is committed to complying with the requirement that confidential executive session information be undisclosed.

I have provided the following credentials sufficient to allow the City to determine that I am a representative of the above identified news media organization: (select all that apply)

- ☐ A press badge or identification issued by the news media organization, plus proof of my identity;
- ☐ A copy of a recently published news article showing my name as a member of the news gathering staff of the news media organization, plus proof of my identity;
- ☐ A letter on letterhead from an editor of the news media organization that states that I am covering the meeting for the news media organization, plus proof of my identity; or

- ☐ The following evidence sufficient to show that I am a representative of the above identified news media organization: _____

As a representative of the news media, I agree to comply with ORS 192.660(4).

Signature

Date Signed



SEMICONDUCTOR INDUSTRIAL LANDS LOAN PROGRAM APPLICATION

775 Summer St NE Suite 200
Salem OR 97301-1280

Note: Completion of this form does not guarantee approval. Questions, completed application and all application documents should be submitted electronically to Jason.Harris@Biz.Oregon.Gov

SECTION 1 A: APPLICANT

Applicant Name
City of St. Helens

Entity Type
Municipality

Street Address
265 Strand Street
St. Helens, OR 97015

Mailing Address
Same

Phone

503-366-8211

Web URL

<https://www.sthelensoregon.gov/>

If a Business:

Is your business registered in Oregon? Yes ☐ No ☐

Business Registry #

Type of Business Entity Number (BIN):

Federal Tax ID#: 93-6002248

Mailing Address if Different from Applicant

State or County of Incorporation/Organization

Corporate Parent Name, if Applicable:

SECTION 1 B: PRIMARY CONTACT

Name

John Walsh

Address

265 Strand Street
St. Helens, OR 97051

Title

City Administrator

Phone

503-366-8211

Email

jwalsh@sthelensoregon.com

Is the Applicant the property owner? ☒ Y ☐ N

If No, is the applicant a municipal partner responsible for management and promotion of the site/area? ☐ Y ☐ N

SECTION 2: PROJECT & SITE INFORMATION**Project Name and Description**

Kaster Sub-Station Design and Construction

Site/Area Name (if available)

City of St. Helens Industrial Busin⁺

Project Location/Address and County

St. Helens, Oregon (Columbia Co⁺)

Latitude / Longitude

45.84800/-122.810000

General description of site/area

The St. Helens Industrial Business Park is +/-200-acre property located at 1300 Kaster Road, on the banks of the Multnomah Channel of the Willamette River, and one mile east of Highway 30 and in the St. Helens city limits. A portion of the site's northwestern boundary runs along Old Portland Road. Portland & Western Railroad tracks run parallel to the river along the eastern boundary. The area is industrial and fully served. ⁺

What is the name of the local jurisdiction that will be issuing building permits and land use decisions for the site/area?

City of St. Helens

Is part of the site/area in another jurisdiction, i.e. partially in the county or another city?

☐ Yes ☐ No

If Yes, please explain.

Is the site/area located in the Urban Growth Boundary? ☒ Yes ☐ No

If No, are there plans to bring the site/area into the Urban Growth Boundary? ☐ Yes ☐ No

Total acres included in the project:

Developable Acres:

+/-150

Potential Buildable Square Feet:

6,534,000 sq.ft.

How many full-time jobs could be accommodated on this site/area?

800 - 2,000

Is the site/area a Metro-designated regionally significant industrial area? ☐ Yes ☒ No

If yes, which one?

What is the zoning designation, existing use/s and previous use/s of the site/area?

Heavy industrial. Boise Cascade paper tissue plant operated here until 2023. The majority of the site, approximately 186 acres, is zoned Heavy Industrial. Approximately 15 acres to the south of Old Portland Road and to the east and west of Kaster Road are zoned for Light ⁺

Is the site/area considered a Brownfield or have areas of environmental concern that need mitigation? ☒ Yes ☐ No

If Yes, please explain

This is the site of the former Boise Cascade Tissue (and recently closed Cascades Tissue Group) plant. However, there is developable greenfield acreage on the site that does not require

Has the site/area had a wetland delineation completed in the last five years? ☒ Yes ☐ No

If Yes, what were the outcomes and how many acres of wetlands were determined to need mitigation?

Within the study area, DSL totaled 14.17 acres and 2 waterways (Milton Creek and Waters 1). The sub-station configuration will allow for avoidance of these areas.

Is there an option for onsite mitigation or is there another area designated for mitigation?

The site is largely disturbed having had multiple uses the past century. The development plan will attempt to avoid most, if not all areas of wetlands. The overall property has onsite capacity for mitigation, though that will be unnecessary for substation construction.

Please check any environmental studies that have been conducted and provide, if available

- | | |
|--|---|
| <input type="checkbox"/> Environmental Site Assessment (ESA) | <input type="checkbox"/> Geotechnical Study |
| <input checked="" type="checkbox"/> Hydrologic / Wetland Delineation | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Rare, Threatened, or Endangered Species | <input type="checkbox"/> Weather and Natural Disaster Information |
| <input type="checkbox"/> Cultural Resources (Archeological) Review | <input type="checkbox"/> Flood and Tsunami Inundation Zones |

Transportation Information	Direct Access		Distance (in miles)	Potential to Connect	
	Yes	No		Yes	No
1. Highway / Interstate Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Rail Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	at site	<input type="checkbox"/>	<input type="checkbox"/>
3. Waterway Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	at site	<input type="checkbox"/>	<input type="checkbox"/>
4. Airport Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10	<input type="checkbox"/>	<input type="checkbox"/>
Regional Commercial Airport	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>
International Airport	<input checked="" type="checkbox"/>	<input type="checkbox"/>	35	<input type="checkbox"/>	<input type="checkbox"/>

Is there water and sewer infrastructure available to the site/area? ☒ Yes ☐ No

If No, please explain the challenges in serving the site/area.

The site is fully served with water and sewer. The City of St. Helens owns and operates an oversize lagoon wastewater system capable of serving multiple users.

If Yes, is the site already served by this infrastructure or could it be served within six to twelve months? ☒ Yes ☐ No

Is there access to other utilities such as power, natural gas, raw water/water rights, onsite wastewater treatment, fiber optic options, or any other unique aspects?

Electrical power is served by Portland General Electric (PGE). There is an existing substation onsite which is leased by PGE. The site is fully served though the power infrastructure and substation facilities are deemed unsafe, substandard and insufficient for serving new industrial users. The current substation service must be relocated and upgraded to serve. An existing semiconductor investor (Project Sprint) has requested service for load level and reliability that can only be served through substation replacement and upgrade.

SECTION 3: BUDGET

Estimated total project costs \$ \$15,544,000

How was project estimate(s) determined (consultant, city engineer, etc.)?

PGE Engineering

Estimated project completion date(s)

12/31/2025

Budget Table

Project Activity	Total Estimated Cost	Grant Portion	Other Funding Committed
See attached.			
		0.00	
			0.00
Totals	\$ 0.00	\$ 0.00	\$ 0.00

SECTION 4: SITE AND PROJECT DESCRIPTION – 1000 WORD COUNT LIMIT

SITE CONDITIONS AND CONSTRAINTS

- What are the site characteristics that provide significant competitive advantages for the industrial site?

Substantial municipal water and wastewater capacity; land use/zoning; energy utilities -- electrical transmission and distribution, natural gas; Enterprise Zone and Opportunity Zone, New Markets tax credit; nearby workforce training at PCC/OMIC; Advanced +

- Describe existing site/area conditions, improvements/investments made to date and remaining site constraints to prepare the site to be shovel ready.
Approx. \$50,000 in preliminary planning, optimal site selection for service positioning and anticipated site fill/elevation

PROJECT DESCRIPTION

- Describe the eligible projects or activities and how much program funding is being requested. Describe who prepared project cost estimates, what other funding commitment sources and amounts that may be committed to fund the project activities, if any.

Relocation and construction of 35 MW substation. Cost estimates were provided by PGE engineering department.

- Describe the projected semiconductor industry jobs the total site/area can accommodate and whether the site/project can generate one semiconductor job per \$45,000 of project financial assistance. Describe the economic impacts the project and site are estimated to produce over the next ten years.

Investor in-hand projects 800 - 1,600 semiconductor manufacturing jobs, 1,600 only with relocated and upgraded substation allowing full production capacity. Upgraded substation also will provide additional power load capacity, approximately 20x current +

SEMICONDUCTOR BUSINESS OPERATIONS

- Is there a prospective semiconductor business(es) who are planning to locate or expand on the project site if they are not referenced in the Project Description above? If so please name or describe the status of the business and scope of their proposed investments including peak full time employees of when project(s) are operational.

Yes, the City of St. Helens has a Letter of Intent and a pending lease/purchase agreement with a solar manufacturer which was recently extended to allow power providers more time to assess available power and required improvements. The site +

- Is there an existing semiconductor business use(s) currently on site? If so, please identify the scale of operations and proposed expansion plans if any.

No; however, Columbia County's proximity to Hillsboro make it an ideal location for additional semi-conductor supply chain manufacturing. This is already happening as Columbia County and St. Helens is home to a major employer that is part of the Lam +

- Loan funds are disbursed on an expense reimbursement basis. If advance payments are being request please provide justification and rationale for the request.

We are requesting \$324,000 in advance payment to hire a project manager and begin the geotechnical study as soon as funding is secured. The other project costs can be on a reimbursement basis.

Regarding Section 5: Attachments, a site map is included for Attachment A. Attachments C and D will be provided prior to contracting



SECTION 5: APPLICATION ATTACHMENTS**Required Attachments**

Attachment A: Documentation of site ownership, acreage and zoning	Attached	<input checked="" type="checkbox"/>
Attachment B: Documentation to satisfy applicant eligibility	Attached	<input type="checkbox"/>
Attachment C: Project cost estimates, scope of work and schedules	Attached	<input type="checkbox"/>
Attachment D: Studies or reports to show site readiness such as remediation or mitigation plans, environmental reports and planning studies	Attached	<input type="checkbox"/>
Attachment E: Signatory Authorization Documentation	Attached	<input type="checkbox"/>

SECTION 6: GENERAL CERTIFICATION

I certify to the best of my knowledge that all information contained in this document and any attached supplements is valid and accurate. I further certify that to the best of my knowledge:

1. The application has been approved by the business owner, property owner or is otherwise being submitted using the governing body's lawful process, and
2. Signature authority is verified.

Check one of the statements below if applicant is a government entity:

- ☒ Yes, I am the highest elected official. (e.g., Mayor, Chair or President)
- ☐ No, I am not the highest elected official so I have attached (Attachment E) documentation that verifies my authority to sign on behalf of the applicant. (Document such as charter, resolution, ordinance or governing body meeting minutes must be attached.)



Signature

Rick Scholl

Printed Name

02/01/2024

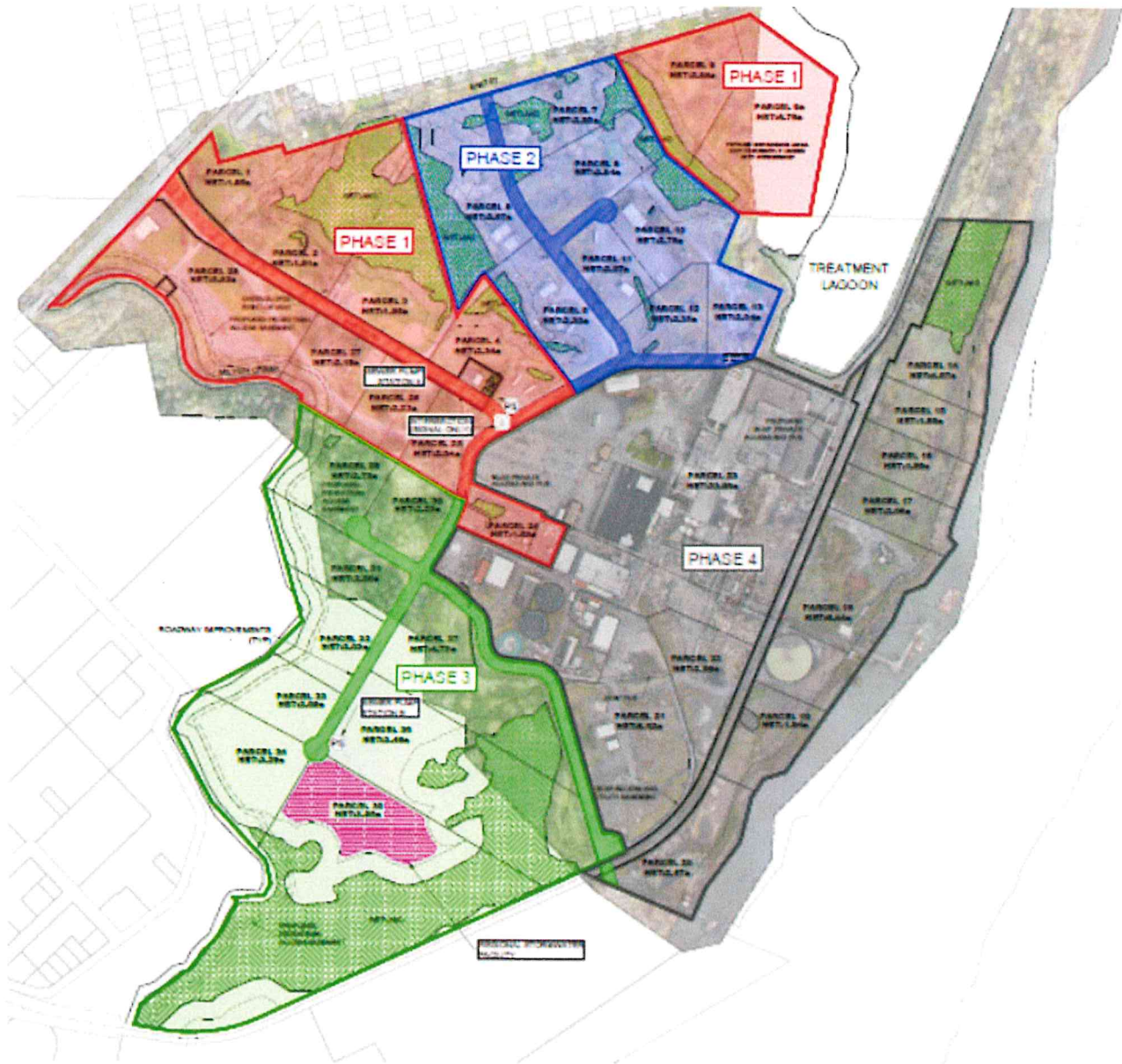
Date

Mayor, City of St. Helens

Printed Title

Kaster Substation Budget

Activity	Other Committed Funding	Grant Request	Total Project Cost
Geotechnical		\$14,000	\$14,000
Site Preparation		\$500,000	\$500,000
Design	\$10,000	\$490,000	\$500,000
Property Acquisition	\$120,000	0	\$120,000
Construction	\$7,500,000	0	\$7,500,000
Project Management		\$310,000	\$310,000
Equipment	\$5,600,000	\$1,000,000	\$6,600,000
Total	\$13,230,000	\$2,314,000	\$15,544,000



Kaster Substation Budget

Activity	Other Committed Funding	Grant Request	Total Project Cost
Geotechnical		\$14,000	\$14,000
Site Preparation		\$500,000	\$500,000
Design	\$10,000	\$490,000	\$500,000
Property Acquisition	\$120,000	0	\$120,000
Construction	\$7,500,000	0	\$7,500,000
Project Management		\$310,000	\$310,000
Equipment	\$5,600,000	\$1,000,000	\$6,600,000
Total	\$13,230,000	\$2,314,000	\$15,544,000



C187-2021-2

**AMENDMENT 2 TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
COLUMBIA COUNTY AND THE CITY OF ST. HELENS**

This Amendment 2 is to the Intergovernmental Agreement between Columbia County, a political subdivision of the State of Oregon (hereinafter the "County"), and the City of St. Helens, a municipality (hereinafter the "City"), dated February 2, 2022 (the "Original Contract").

RECITALS:

WHEREAS, the County and the City are authorized under ORS 190.003 to 190.030 and ORS 221.410 to enter into intergovernmental agreements for the performance of any and all functions that the County and the City have authority to perform; and

WHEREAS, pursuant to that authority the parties entered the Original Contract on February 2, 2022; and

WHEREAS, the parties subsequently approved amendment 1 to the Original Contract which increased the financial contribution to the project by the County; and

WHEREAS, the parties have now agreed to expand the project to include additional pavement work on Columbia Boulevard; and

WHEREAS, the cost of this additional paving work is \$70,145.91, and

WHEREAS, the parties agreed that the cost of this additional paving work should be paid by the County.

NOW, THEREFORE, It is hereby agreed as follows:

1. Section 4, subsection e of the Original Contract as modified by Amendment 1 is deleted and replaced with the following:
 - e. Provide reimbursement to City of \$490,145.91 in costs associated with the project including the replacement of the culvert at Columbia Boulevard and Gable Road and the additional paving on Columbia Boulevard requested by the County. This sum shall be allocated as follows:
 - i. up to \$45,000 for Preliminary and Final Engineering Costs, and
 - ii. up to \$235,145.91 in Construction Costs for the culvert replacement and additional paving, and
 - iii. \$210,000 for other project costs.

2. Except as expressly amended herein, the Original Contract remains in full force and effect.
3. This amendment is effective on the date last signed below.

CITY OF ST. HELENS

Rick Scholl, Mayor

Attest:

Kathy Payne, City Recorder

Approved as to Form:

City Attorney for Contracts

**BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

By: _____
Casey Garrett, Chair

By: _____
Kellie Jo Smith, Commissioner

By: _____
Margaret Magruder, Commissioner

Date: _____

Approved as to form:

By: _____
Office of County Counsel

Personal Service Agreement

WASTEWATER COLLECTION SYSTEM CAPACITY IMPROVEMENTS

Professional Engineering Design Services



Conсор
One SW Columbia Street, Suite 170
Portland, OR 97204
(503) 225 - 9010



City of St. Helens
265 Strand Street
St. Helens, OR 97051
(503) 397-6272

Personal Services Agreement

WASTEWATER COLLECTION SYSTEM CAPACITY IMPROVEMENTS

This PERSONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the **City of St. Helens** (the "City"), an Oregon municipal corporation, and **Conсор North America, Inc.** ("Contractor").

RECITALS

- A. The City is in need of consulting services for engineering, planning, surveying, design, construction documents development, bidding and construction administration services for the capacity improvements to the City's sanitary sewer mains in Sanitary Sewer Basins 4, 5, and 6, and Contractor represents that it is qualified and prepared to provide such services.
- B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. **Engagement.** The City hereby engages Contractor to provide services ("Services") related to the engineering, planning, surveying, design, construction documents development, bidding and construction administration services for the capacity improvements to the City's sanitary sewer mains in Sanitary Sewer Basins 4, 5, and 6, and Contractor accepts such engagement. The principal contact for Contractor shall be William S. Evonuk, P.E., phone (503) 709-7180.
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 and Exhibit 1 for General Engineering Consultant Services.
3. **Term.** Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on December 31, 2025. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.
4. **Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.
5. **Payment.**
 - 5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in

Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

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

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

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

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

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

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

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

CONTRACTOR: Consor North America, Inc.
Attn: William S.Evonuk, P.E.
One SW Columbia Street
Suite 1700
Portland, OR 97204

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

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

9. Insurance.

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

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

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

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

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

10. Termination.

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

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

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

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

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

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

10.2 Breach of Agreement

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

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

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

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

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

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

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

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

14. Indemnification.

14.1 Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, but only to the extent, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor. Notwithstanding the foregoing, in no event shall Contractor's obligations under this Indemnification section extend to the proportionate share of fault of any indemnified party.

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

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

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

16. Compliance with Law.

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

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

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

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

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

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

16.7 SECTION DELETED.

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

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

16.9.1 Either:

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

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

16.9.2 For all work performed on Saturday and on any legal holiday specified in ORS 279B.020;

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

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

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

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

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

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

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

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

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

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

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

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

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

16.22 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. _____ 00425 _____]

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

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

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

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

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

21. Mediation/Dispute Resolution

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

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

23. Records, Inspection and Audit by the City.

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

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

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

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

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

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

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

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

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

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

CONSOR NORTH AMERICA, INC.

Signature: William S. Eronuk

Print: William S. Eronuk

Title: Principal Engineer

Date: 2/12/2024

APPROVED AS TO FORM:


By: 
City Attorney

Exhibit 1 General Engineering Consulting Services

The following Exhibit for General Engineering Consulting Services is hereby incorporated into this Personal Services Agreement:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1. Engineer recognizes the relationship of mutual trust and confidence established between it and the City by this Agreement, and agrees to furnish at all times an adequate supply of personnel to perform the services in the best and most expeditious and economical manner consistent with the interests of the City, it being specifically understood that Engineer shall perform all services required to be performed hereunder in accordance with, as applicable, generally accepted engineering or architectural standards of care and practices for similar projects.
2. Engineer shall exercise a high degree of care, diligence, skill and judgment in the rendering of all services under this Agreement which shall be no less than that exercised by engineers performing work for projects of a size, scope and complexity similar to this Project.
3. Engineer shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services it furnishes, as well as of any subconsultants, and by any principal, officer, employee and agents of it or any subconsultant.
4. Engineer shall not employ any subconsultant or subcontractor without the City's approval, in its sole discretion. Engineer shall bind each and every approved subconsultant to the terms stated herein and shall require the proper qualification of any such subconsultant. Engineer hereby affirms that it shall be responsible for the acts, errors and omissions of its subconsultants and shall fully indemnify, defend and save harmless the City, its agents and employees from any and all claims, judgments, losses, damages and expenses by third parties which may arise on account of the acts, errors or omissions of services rendered by Engineer's subconsultants. Engineer shall furnish a copy of this Agreement to any such subconsultant. No subconsultant shall have any rights as against the City.

ARTICLE 2 BASIC SERVICES

1. Engineer shall utilize Target Value Design throughout the design process to ensure design decisions are made within the context of cost and value to the City.
2. Engineer and City shall jointly establish a written schedule for performance of Engineer's services for the Project prior to the start of Work. The schedule shall be in form and level of detail as required by City. Engineer shall routinely reevaluate the

established schedule and promptly notify the City in writing of any actual or anticipated deviation of Engineer's services from the schedule. Any adjustments to the established time schedule shall be allowed only when approved in writing by the City. Engineer shall provide revised time schedules when so approved.

ARTICLE 3 PRELIMINARY ENGINEERING

1. Preliminary Engineering phase may include review and validation of previous engineering, documents, concept development, alternatives analysis, and site reconnaissance to support preliminary engineering efforts, as further specified in the Scope of Work. Preliminary Engineering may also include initiation of research, studies, and alternatives analysis deemed necessary to support concept design as detailed in the Scope of Work.
2. The Engineer shall schedule and conduct meetings with the City and any other necessary individuals or entities to discuss and review the Scope of Work to establish Engineer's preliminary evaluation of the Project and to provide any and all preliminary engineering required to design the Project, as detailed in the Scope of Work, to be necessary to complete preliminary engineering for the Project. The Engineer shall not complete any technical analysis or evaluation without written approval from the City unless such analysis or evaluation is specifically authorized in the Scope of Work.
3. Preliminary Engineering shall result in a written report from the Engineer to the City for review.
4. The City will review the Engineer's written report and, if acceptable, provide the Engineer with written consent to proceed. If the City does not provide written consent to proceed, the Engineer shall continue Preliminary Engineering unless otherwise directed by the City. The consent to proceed may include the City's direction on what documents the Engineer will prepare in the Construction Document Development phase. The consent to proceed will not be understood to modify the Scope of Work unless the City and the Engineer execute a Change Order or the City issues a Change Directive specifically identifying the change to the Scope of Work.

ARTICLE 4 CONSTRUCTION DOCUMENTS

1. Development and review of the Construction Documents including drawings, specifications and any required supplementals may include, pursuant to the written direction of the City:
 - (a) Site plans, studies, plan alignments and profiles, utility plans, gradings plans, demolition plans and details as requested;
 - (b) 30%, 60%, 90%, and/or 100% PS&E documents; Updated schedule, including proposed design milestones; dates for receiving additional information from, or for

work to be completed by, the City; and dates of periodic design review sessions with the City;

- (c) Outline specifications or sufficient drawing notes describing construction materials; and
 - (d) Comprehensive written estimate of the cost to construct the Project based upon the current Design Development documents. Such written estimates must be submitted with the respective Design Development documents.
2. Construction Documents must establish the quality levels of materials required, and must be consistent with the project documents, including but not limited to the Scope of Work, and Preliminary Engineering, unless otherwise disclosed in writing, and must include all items necessary for the proper execution and completion of the Work and reasonably inferable from the project documents, including but not limited to the Scope of Work, as being necessary to produce the indicated results.
 3. Before completion of the Construction Documents for the Work, the City and the Engineer will perform an internal review of the Construction Documents, particularly in regard to critical issues relating to scope, quality, and budget. The Engineer shall deliver to the City three hard copies, including full-sized plan drawings, and one electronic PDF copy, of the Construction Documents for the Work.
 4. Engineer shall prepare and submit to the City for review a list of required Contractor submittals, including material and shop drawings and equipment submittals, that Engineer recommends be included in the Construction Contract.
 5. Engineer shall propose and prepare bid alternates to provide reasonable assurance that the City will be able to award a construction contract that does not exceed the project budget. Work and items approved by the City shall be included in the bid alternate category. The number of alternates shall be kept to a minimum.

ARTICLE 5 BIDDING PHASE

1. In preparing the Construction Documents, the Engineer shall, in consultation with the City, prepare the necessary bidding information and bidding forms. The City shall provide the contract which shall include the City's General Conditions, with Amendments, Special Conditions, and standard forms. The Engineer shall ensure that the subsequent divisions of the Construction Documents are consistent therewith.
2. Engineer shall attend pre-bid conference, prepare addenda for distribution, prepare tabulation of bidders, attend the bid opening, and generally assist the City in managing the bid process as requested.
3. Engineer shall participate with The City in evaluation of the bids.

ARTICLE 6 CONSTRUCTION PHASE

1. Engineer's responsibility to provide services for the Construction Phase shall commence upon award of the Construction Contract.
2. Engineer shall attend the preconstruction meeting, prepare and distribute meeting agenda, as requested, and generally assist the City at the preconstruction meeting.
3. Engineer shall, in consultation with the City, provide administration of the Construction Contract as set forth below and in the Agreement. In administering the Construction Contract, Engineer shall, among other services:
 - (a) Issue instructions to Contractor with such reasonable promptness so as not to cause a delay in the work after appropriate consultation with the City's representative.
 - (b) Render interpretations of the requirements of the Contract Documents necessary for the proper execution or progress of the Work with such reasonable promptness so as not to cause a delay in the Work.
 - (c) Provide to the City copies of all written communications of any kind or nature whatsoever that Engineer provides to Contractor. Such copies shall be provided to the City at the same time such communication is provided to Contractor.
 - (d) Review, approve or otherwise take appropriate action upon Contractor's submittals, including field questions, shop drawings and submittals of materials, equipment, tests and inspections. Engineer's action shall be taken with such reasonable promptness so as to cause no delay in the Work.
 - (e) Prepare necessary documents for changes in the Work including revision drawings, cost estimates and reasons for change, and secure, analyze, and recommend disposition of proposals from Contractor for changes in the Work. Review of Contractor's proposals shall be written and include a detailed analysis of Contractor's cost breakdown and a recommendation thereon.
 - (f) Work with the City and Contractor to ensure that all costs for construction work required by all authorized changes to the Construction Contract and all schedule of value costs reported on the Contractor's Applications for Payment accurately reflect the Work, and that Engineer will incorporate all such costs into a design tracking cost model.
 - (g) Visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents.
 - (h) Participate in Project progress meetings, and require Engineer's major subconsultants to do likewise, as applicable. Engineer shall require its other subconsultants to conduct site observations, as required, to adequately observe the Work they designed and attend progress meetings as mutually agreed by the City and Engineer.

- (i) Engineer shall keep project meeting minutes and shall submit to the City site observation reports for each site visit. Project meeting minutes and observation reports shall be transmitted to the City and Contractor. Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and except as otherwise provided in this Agreement, shall not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents.
- (j) Engineer shall at all times endeavor to discover and guard the City against defects and deficiencies in the Work of Contractor, but it is understood that Engineer does not guarantee the performance of Contractor. Engineer shall promptly advise the City of Work which does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, Engineer shall advise the City of the need for special inspection or testing of any Work. Engineer may authorize, subject to the prior approval of the City, such special testing or inspection in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed. If requested by the City, Engineer shall review billings submitted to The City by the special inspection and testing services.
- (k) Engineer shall have authority to reject Work which does not conform to the Contract Documents. Engineer shall advise City's Representative that work should be stopped when such stoppage may, in Engineer's reasonable opinion, be necessary to ensure the proper execution of the Work.

ARTICLE 7 ENGINEER'S ESTIMATES OF CONSTRUCTION COSTS

1. Engineer does not guarantee any estimate of the construction cost prepared by the Engineer nor assume responsibility for predicting cost fluctuations due to economic or market conditions or a shortage of bidders on the Project; however, cost estimates shall represent the Engineer's best judgment as a design professional familiar with the construction industry, of the cost.
2. Engineer's estimates at each phase shall correlate with the plans and specifications and shall have sufficient detail and clarity required for the City's review. A review by the City shall not relieve Engineer of any responsibility for the completeness, quality, and accuracy of the estimates.

ARTICLE 8 QUALITY ASSURANCE

1. Engineer shall provide in writing to the City for review and approval, a program controlling quality assurance activities. Quality Assurance ("QA") shall encompass all planned and systematic activities necessary to ensure that the Project will perform as intended in service, meet the program requirements, and comply with terms of this Agreement. As a minimum, the QA program shall meet the following requirements:

- (a) Engineer's QA program shall cover activities affecting quality performed by Engineer for the City. Engineer shall include in all subconsultants' contracts the QA requirements defined herein. The QA program shall be implemented upon the issuance of Authorization to Proceed and continue for the duration of activities covered by this program.
 - (b) Engineer shall submit one electronic PDF copy of Engineer's QA program for the City's review and approval before or concurrent with the first monthly request for payment.
 - (c) Engineer shall provide the City access to activities and records affecting quality for the purpose of audits to confirm implementation of the QA program for the Work. Engineer shall maintain QA records identifiable, legible, and retrievable for the duration of the Project. QA records will be turned over to the City upon completion of the Work.
 - (d) All elements of the plans, specifications, reports, studies, and estimates shall be checked by the Engineer and such checks shall be made by persons other than those preparing the materials and by professional personnel trained in that specific discipline with the intent to:
 - i. Determine the completeness and accuracy of the product delivered by the Engineer.
 - ii. Avoid change orders to construction contracts which are caused by conflicts, ambiguities, inaccuracies, errors, omissions, and deficiencies in and between the construction plans and specifications.
 - (e) Engineer's QA program shall include at least the following activities:
 - i. Specific methodology that will be used to cross-check plans and specifications of the various disciplines to one another and for completeness and accuracy
 - ii. Checklist of items that will be researched during the on-site investigation
 - iii. Maintenance of an "Exception to Project Requirements List" which shall include all items that are at variance with the project requirements including the City's Design Standards.
 - iv. A system for tracking and documenting all changes to the Project.
2. The City shall not be billed for nor shall pay for any revisions to plans and specifications that could have been reasonably been anticipated or discovered due to design errors or omissions in the project documents, or due to negligence or lack of attention to detail originating from poor design or field work.

3. Engineer shall, without additional compensation, promptly correct and revise any errors or deficiencies in any reports, design, drawings, specifications, and other services, or in any portion of any services performed or service provided hereunder and for any portion of any work performed or service provided by any of the Engineer's subconsultants which deviate from the standard of care set forth in this Exhibit. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials.

EXHIBIT 2
Required Federal Contract Clauses
and Reference Exhibits

Required Federal Contract Clauses

Item #6.

Use for **Non-Construction Contracts** Where the Grant Award **Exceeds \$100,000**

1. Source of Funds

"Work under this contract will be funded Choose an item. with federal grant funds from the Oregon Community Development Block Grant program."

2. Conflict of Interest

No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its sub-recipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

3. Minority, Women and Emerging Small Business (*Instruction: Include if contract is \$10,000 or more*)

Before the final payment to Contractor is made, Contractor shall submit Exhibit 5B "Minority, Women and Emerging Small Business Activity Report".

5. Prohibition on the Use of Federal Funds for Lobbying

As evidenced by execution of this contract, Contractor certifies, to the best of their knowledge and belief that:

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed (Contractor)

Title/Firm

Date

Wallis S. [Signature]
Principal Engineer / Conser North America, Inc.
2/12/2024

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Conflict of Interest

24 Code of Federal Regulations Part 570.489(h)

The following text is from the federal rules for the state Community Development Block Grant program at 24 Code of Federal Regulations Part 570.489(h).

Conflict of interest.

(1) Applicability.

- (i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub recipients, the conflict of interest provisions in paragraph (g)*of this section shall apply.
- (ii) In all cases not governed by paragraph (g)*of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub recipients, to individuals, businesses and other private entities.

(2) Conflicts prohibited.

Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(3) Persons covered.

The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds.

(4) Exceptions: Thresholds requirements.

Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.

(5) *Factors to be considered for exceptions.*

In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project, which would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;
- (vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

Activity Report

Minority Women and Emerging Small Business

The **report** on the following page is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multi-family Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts / subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing.

A Section 3 contractor / subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or non-metropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Activity Report

Explanation of Codes

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract / subcontract data.

7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. Amount of Contract / Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number was provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes (see table below) which best indicates the contractor's / subcontractor's service. If subcontractor ID number was provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education / training activities.

7d. Business Racial / Ethnic Code: Enter the numeric code (see table below) which indicates the racial / ethnic character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial / ethnic category, enter the code that seems most appropriate. If the subcontractor ID number was provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract / subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 Contractor: Enter Yes or No.

7j. Contractor / Subcontractor Name and Address: Enter this information for each firm receiving contract / subcontract activity only one time on each report for each firm.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency									2. Location (City, State, ZIP Code)				
3a. Name of Contact Person						3b. Phone Number (Including Area Code)			6. Date Submitted				
See Explanation of Codes below													
									7j.				
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	Name	Street	City	State	Zip Code
7c. Type of Trade Codes:		7d. Racial / Ethnic Codes:											
1 = New Construction		1 = White Americans 4 = Hispanic Americans											
2 = Education/Training		2 = Black Americans 5 = Asian / Pacific											
3 = Other		3 = Native Americans Americans											
		6 = Hasidic Jews											

Attachment A Scope of Work

EXHIBIT A

SCOPE OF WORK

Wastewater Collection System Capacity Improvements

Engineering Design Services Price Proposal

The City of St. Helens

Background

An update to the City of St. Helens's (City) Wastewater Master Plan (WWMP) was adopted in November 2021 and is the first complete study carried out on the City's entire sanitary sewer collection system since 1989, when the population was 7,500 people. The study revealed the majority of the City's public sewer system is undersized for the then-current flows observed and is inadequate to safely convey flows due to the increased flows from continuing population growth without the corresponding system upgrades and from continuing inflow and infiltration (I/I) into the sewer system, both of which greatly increases the risk of sanitary sewer overflows in the collection system.

The intent of the Wastewater Collection System Capacity Improvements project is to upsize sanitary sewer mains in the Middle Trunk (Sewer Basin 4), the Interceptor (Sewer Basin 5), and the South Trunk (Sewer Basin 6) which will be capable of conveying anticipated peak hour flows, and that will improve capacity, reduce Sanitary Sewer Overflows (SSOs), create system reliability and resiliency, and foster continued development in the City's urban growth boundary (UGB).

General Assumptions

The following assumptions apply to the scope of work and fee estimate. Specific task-related assumptions are included below.

- The City will provide CCTV of the existing sewers to be upsized.
- Basin 4 and 6 Improvements are as shown in the RFP.
- Basin 5 improvements, if needed, will be bid as a separate construction contract. Data collection and assessments will be completed to inform the Basin 5 hydraulic model updates to determine if Basin 5 improvements are required.
- Property acquisition will be completed by the City.
- Permitting and plan review fees will be paid directly by the City and are not included.

Scope of Services

The Consultant will perform the following services.

Task 1 - Project Management and Coordination

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Project Administration

- Manage and coordinate with design team, including subconsultants, through bi-weekly virtual meetings.
- Monitor and manage the activities of the project with respect to budget, schedule, and contractual obligations.

1.2 Kick-Off Meeting

- Consultant shall initiate the project kickoff meeting, prepare an agenda for the kickoff, and invite the necessary attendees. The project kickoff meeting will be held in person at the St. Helens City Hall.
- Kickoff meeting will develop project goals, vision, objectives, and criteria. The meeting will outline project management approach, identify roles and responsibilities, and confirm project scope and schedule. The Consultant shall prepare and distribute meeting summary notes following kickoff.

1.3 Project Meetings

- Consultant shall set up a schedule for regular project meetings between the Consultant and City personnel to review project progress, discuss project challenges and findings, conduct staff interviews, as needed, and review design progress. Regular project meetings are assumed to be every two weeks.
- Consultant shall lead design review workshops with the City following each milestone design submittal. Design workshops will be scheduled following review comments submitted by the City.
- The purpose of project meetings will be to review major comments, discuss important design considerations, review the schedule, discuss permitting status, and set action items. In general, design review workshops are expected to take place virtually.
- Consultant shall prepare all project related agendas and meeting summary notes with other supporting information. Meeting agendas shall be emailed to the City's Project Manager at least two (2) business days prior to a meeting. Meeting summary notes shall be provided within three (3) business days following a meeting.
- The City anticipates a minimum of one project meeting, video conference, and/or conference call per month.

1.4 Public Meetings

Consultant shall participate in public meetings, including one City Council Work Session Meeting, one City Council Regular Session Meeting, and one public informational meeting. An estimated total of up to three public meetings for the project is anticipated. Meetings will be attended by the PIC, Project Manager, and Lead Design Engineer, and Public Outreach Coordinator as needed.

1.5 Quality Assurance and Quality Control

- Consultant shall conduct internal Quality Assurance and Quality Control and follow-up with technical experts during the course of the project to maintain a high level of service. Consultant shall prepare and submit a QA/QC plan for the project.
- Commitment to design quality includes:
 - Completeness, accuracy, and integrity of contract documents assured by a thorough constructability quality assurance program. Documents must be comprehensive, clearly detailed, and well-coordinated across trades.
 - Design must reflect a clear understanding of City facility operations, maintenance practices and project goals.
 - Design must reflect a cost-effective design approach incorporating life-cycle analysis in the selection of materials and systems.

1.6 Invoices/Status Reports

Consultant will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly project status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task.

Task Deliverables

- Meeting agendas, presentation, and review materials.
- Project schedule updates.
- Meeting minutes.
- Consultant shall deliver to the City a monthly invoice and project status report covering:
 - Work on the project performed during the previous month.
 - Meetings attended.
 - Problems encountered and actions taken for their resolution.
 - Potential impacts to submittal dates, budget shortfalls or optional services.
 - Budget expenditure summary.

- Issues requiring project team action.
- QA/QC Plan.

Assumptions

- Consultant assumes a Notice to Proceed date by January 2023.
- Consultant assumes up to 40 one-hour virtual meetings through the design phase with the Consultant's Project Manager, Lead Design Engineer, environmental permitting consultant (as needed), and the City Project Manager.
- Consultant assumes four (4) virtual design review meetings with the Consultant's Project Manager, Lead Design Engineer, City Project Manager, and other City staff.
- Project duration for design phase will be 18 months; therefore, it is assumed that there will be up to 18 progress payments/status reports.
- The Kickoff meeting will be attended by the Consultant's Principal-in-Charge (PIC), Project Manager, Lead Design Engineer, and the lead survey, geotechnical, and environmental subconsultants.

Task 2 – Data Collection and Review of Existing System

Objective

To collect and review background information of the City's wastewater system.

Activities

2.1 Data Collection and Review of Existing System

- Consultant shall submit a Request for Information (RFI) for data that will assist in the preparation of the Work to the City's Project Manager. This will include, but not be limited to:
 - Wastewater master plans and studies.
 - Sewer system maps, as-built drawings, construction drawings.
 - GIS base maps and sewer system files.
 - Flow monitoring and modeling data.
 - Pump station data.
 - O&M records for leaks, repairs, and replacement.
 - Current operational and maintenance procedures.
 - Topography maps.
 - CCTV of existing sanitary sewers within the project area.

- Review recommended sizing and alignment of sanitary sewer main, laterals, and structures and identify potential conflicts.

Task Deliverables

- Request for information.

Assumptions

- City will provide to Consultant the data identified in Activity 2.1 within ten (10) working days of initial request.

Task 3 – Survey and Easement Acquisition

Objective

Survey existing conditions and develop a base map for use in design. Obtain easements for new sewers located on private property.

Activities

3.1 Survey

- Establish survey control and field locate existing property/right-of-way monuments within the limits of survey, review existing right-of-way records (i.e., surveys, plats, deeds and right-of-way maps) and determine right-of-way locations from the above information. Lot lines along right-of-way will not be resolved. The above work shall be performed by or under the direct supervision of a Professional Land Surveyor registered in the State of Oregon.
- Topographic survey work will include field survey of existing above ground features (i.e., edge of pavement, buildings, improvements, trees, utilities, etc.) as well as elevations with one-foot contour intervals. Survey the below ground utilities from one-call locate paint marks and existing as-built maps, manhole dips, etc. Prepare traffic control plans and obtain right-of-way permits for survey activities from the County, ODOT, and railroad. Prepare an existing conditions base map using the above data, more specifically described below:
 - Locating existing property corner monuments of record.
 - Establishing property lines, right-of-way lines, and easements.
 - Elevating site to City approved vertical datum (NAVD88).
 - Establishing NAD 83 2011 State Plane Coordinates.
 - Coordinating public and private utility locates.
 - Providing notice to adjoining property owners.
 - Provide orthorectified aerial imagery throughout the project limits.
 - Field tying:

- Above ground located utilities (e.g., sanitary, storm, water, gas, power, communications).
- Hard surfaces (e.g., curb, sidewalk, concrete, asphalt, driveway drops, ramps).
- Utility poles, light poles, and signs.
- Trees 6-inch diameter at breast height and greater.
- Fences, buildings, eaves, walls, and significant landscaping.
- Wetland and/or water flagging.

3.2 Prepare Easement Descriptions and Exhibits

Prepare easement documents including legal descriptions and exhibits for permanent utility and temporary construction easements. This task assumes the need to obtain easements from up to three parcels. Each description will be dated and stamped by a land surveyor licensed in the State of Oregon. Exhibits will be prepared on 8 1/2" x 11" paper showing area of easement.

3.3 Easement Acquisition (CONTINGENCY TASK)

Right-of way/easement activities shall confirm to the standards contained in the Uniform Act of 1970 and amendments, Oregon State Law and the City of St. Helens policies and procedures.

It is assumed that right of way acquisition will be required from up to three properties.

Appraisals/Appraisal Review

Consultant shall use Oregon state-certified appraisers. Consultant shall provide one real estate appraisal for each ownership from which a property interest is to be acquired. Real estate appraisals shall conform to the standards contained in the USPAP (Uniform Standards of Professional Appraisal Practice, and Oregon State Laws. Consultant shall provide not fewer than 15 days written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on any inspection of the property for appraisal purposes.

Consultant shall provide an appraisal review for each appraisal. The appraisal review will be conducted by another certified appraiser.

Acquisition

Consultant shall conduct negotiations, on behalf of the City, for right-of-way acquisition in accordance with the applicable State and Federal law, and the City's policies and procedures.

Consultants shall compile and/or prepare all essential documents to be submitted to owners and tenants as required. The Contractor shall make all offers in person or by certified mail.

Consultant shall provide property owners with:

- A complete copy of the valuation information used to determine compensation.

- A written notice as part of the offer that they have a minimum of 40 days to accept or reject the offer, as per state law.

Property owners who are considering a donation must be informed in writing of their right to just compensation. The owner will sign the donation form indicating their waiver of their rights if they elect to donate.

Consultant shall prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:

- Efforts to achieve amicable settlements.
- Owners' suggestions for changes in plans.
- Responses to owners' counterproposals.

Consultant shall make every reasonable effort to acquire the easements expeditiously by negotiation. Property owners must be given reasonable opportunity to consider the offer and present material the property owner believes is relevant to determining the value of the property. Consultant shall conduct negotiations for acquisition of real property in accordance with applicable State and Federal law.

Consultant will assist in clearing interests from title that are deemed necessary by the City.

Task Deliverables

- Existing Conditions Map showing surveyed items in PDF and AutoCAD format.
- One-Call utility location tickets.
- Easement descriptions and exhibits.
- Real estate appraisals and appraisal reviews.
- Completed negotiation files with sewer easements for recording for each acquisition.

Assumptions

- Pre- and Post-Construction Records of survey are not required.
- Construction staking services are not included.
- Consultant will acquire title reports to be used for easement mapping purposes for properties as necessary to support project needs. Up to ten title reports will be acquired.
- No specialty reports will be required for performing appraisals.
- No expert witness fees for trial preparation and testimony are included in the easement acquisition scope.
- No relocation activity is anticipated as part of the easement acquisitions.
- The City will pay closing costs easement acquisitions.

Task 4 – Geotechnical Investigations

Objective

Collect geotechnical data to support design and construction.

Activities

4.1 Geotechnical Investigations

- Conduct and prepare a complete geotechnical report necessary to complete the objectives of the Project, including but not limited to, locating, and performing testing borings and preparing boring logs at project sites.
- Perform a site reconnaissance along the alignments to observe current conditions and evaluate access of the site for exploration equipment. Field exploration locations will be marked in the field at the time of the site reconnaissance.
- Prepare a geotechnical exploration plan, which will describe the specific exploration methods (drilling methods, sampling types, sampling intervals, etc.), exploration depths and locations that will be performed.
- Explore the alignment with a combination of borings and cone penetration tests (CPTs). Explorations are generally proposed to be 5-feet below the existing invert of the pipe. If shallow bedrock is encountered at the boring locations, then the rock will be drilled or cored to the proposed exploration depth. If shallow bedrock is encountered at the CPT locations, then the CPT will be pushed until practical refusal is identified (which is anticipated to be at the rock contact). Explorations include 20 borings, 13 CPTs, and 11 piezometers to monitor groundwater level.
- Perform laboratory testing for compression strength and corrosion potential.
- Prepare a Geotechnical Engineering Report (GER) to summarize the geologic review, site reconnaissance, relevant historical explorations, current subsurface explorations, engineering analyses, design recommendations, and construction considerations.
- Make recommendations regarding site and subgrade preparation, backfilling, and grading.
- Provide construction considerations related to earthwork, temporary excavation, shoring, and conceptual dewatering considerations.

Task Deliverables

- Proposed geotechnical testing location plan/map.
- Geotechnical Report.

Assumptions

- Drilling and sampling can be performed between hours of 8:00AM and 4:30PM.
- Soils will not be contaminated and can be disposed of at a facility that accepts clean fill.
- Consultant will obtain permits for drilling in the public right-of-way.

- A minimum of two (2) groundwater measurements will be obtained in each piezometer.
- Slope stability analysis is not included in the scope and fee.
- Rights of entry to private property will be obtained by the City.

Task 5 – Permitting

Objective

Obtain the required permits and environmental review approvals for construction of the project.

Activities

5.1 Access Permits

Consultant shall obtain necessary access permits for the project. Consultant shall coordinate with agencies, prepare permit applications and supporting documentation, submit permit applications on behalf of the City, and obtain permits. Anticipated access permits and approvals include:

- DEQ Wastewater Project Approval
- Oregon Department of Transportation (ODOT) ROW Access Permit
- Portland-Western Railroad Access Permit
- DEQ 1200-C Stormwater Permit

5.2 State Environmental Review Preparation and Coordination

This project will need to complete all required documentation as outlined in the State Environmental Review Process (SERP) Guide. This will include demonstrating compliance with the following eight federal cross-cutting authorities: Historic and Cultural Resources, Protection of Wetlands, Floodplain Management, Farmland Protection Policy Act, Coastal Zone Management Act, Wild and Scenic Rivers Act, Clear Air Act, and Safe Drinking Water Act (the Endangered Species Act (ESA) is addressed under a separate task). Consultant shall:

- Complete the Categorical Exclusion (CE) Candidate Project Packet forms to facilitate informal consultation on possible natural resource impacts with the cross-cutting authorities. Forms will include a description of project site conditions, discussion of proposed project activities, and potential construction alternatives that have been identified to avoid and/or minimize resource impacts.
- Prepare required mapping and documentation to show compliance with the cross-cutting authorities.
- Submit an off-site Wetland Determination Request to the Oregon Department of State Lands (DSL).
- Coordinate directly with federal cross-cutting authorities, and/or assist the City with their coordination with the required federal cross-cutting authorities.
- Determine if the project triggers any extraordinary circumstances.

- Prepare brief summary memoranda discussing research and coordination results for each cross-cutter, and any identified mitigation measures required.
- Submit completed compliance documentation directly to the DEQ Project Officer, and/or assist the City with the submittal of the required SERP documentation.

Based on earlier meetings, it is anticipated that this project could qualify for the CE track following submittal of the required SERP documentation, and that a full Environmental Assessment will not be required. If a full Environmental Assessment is determined to be necessary by DEQ, a contract amendment will be required to cover the additional services.

5.3 Wetland and Waters Delineation Fieldwork and Report (CONTINGENCY TASK)

It is anticipated that the DSL will determine that a delineation is needed during the Wetland Determination Request process based on the presence of wetlands, waters, and hydric soils within the project limits. Consultant shall conduct a wetland and waters delineation to demarcate the jurisdictional boundaries of resources identified within the project area limits. Resource limits will be flagged in the field and surveyed.

Upon completion of the site visits, Consultant will prepare a Wetland and Waters Delineation Report to document fieldwork results, which will meet the requirements of the current Oregon Administrative Rules (OAR) for wetland delineation reports and jurisdictional determinations (OAR 141-090-0035), including the preparation of the required wetland and waters delineation maps. A copy of a draft report will be submitted to the City for review and comment prior to submittal to DSL for concurrence. The report will also be submitted to the US Army Corps of Engineers (USACE) along with an Approved Jurisdictional Determination (AJD) request form to determine if the wetlands and waters identified are jurisdictional waters of the US (WOTUS) under the current rules. This task includes coordination with DSL and/or USACE to facilitate their review and approval of the delineation report. If necessary, this will include one (1) post-submittal site visit with agency staff.

5.4 Agency Coordination

Consultant shall also coordinate with applicable regulatory agencies, stakeholders, material and equipment suppliers, etc. The Consultant shall prepare a matrix during the preliminary design that identifies all the needed permits, their fees, and their approval timelines. The Consultant shall prepare a schedule of permits with the required timelines to ensure each permit is obtained prior to the start of construction.

5.5 ESA Documentation and Coordination

Demonstrating compliance with the ESA and Magnuson-Steven Fishery Conservation Act will require an analysis and determination of effects for the project. Consultant shall conduct desktop research to identify US Fish & Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) listed species that have the potential to be present within the project area. The Consultant shall prepare the required Biological Evaluation consistent with the SERP Guide, that includes, at minimum, the following information.

- Required cover letter addressed to the Environmental Protection Agency.
- Project location map and detailed project description.
- Discussion of the ESA-listed species with the potential to be present, including a description of their habitat requirements, and copies of mapped critical habitats, if applicable.

- Analysis of project impacts on ESA-listed species, designated critical habitat, and essential fish habitat (EFH).
- Determination of effects for ESA-listed species, designated critical habitat, and EFH.

A copy of the draft Biological Evaluation will be provided to the City for review and comment. Consultant will then incorporate necessary changes and compile the final Biological Evaluation. Consultant shall submit the Biological Evaluation to the DEQ Project Officer and provide post-submittal coordination. Due to the varied nature of this post-submittal coordination, it is assumed that Consultant shall spend no more than eight (8) hours of coordination time consisting of virtual meetings, emails, and phone calls. This scope also includes additional time to supplement the Biological Evaluation per requests from the federal cross-cutting authorities, not to exceed forty (40) hours.

It is assumed that this project will either result in a No Effect Determination or a May Affect/Not Likely to Adversely Affect and that no formal consultation will need to be initiated. If it is determined that the project May Affect/Likely Adversely Affect ESA-listed species, designated critical habitat, or EFH, an amendment may be required to cover additional needed services.

5.6 Desktop Review and Field Reconnaissance

Compliance with the National Historic Preservation Act and Archeological and Historic Preservation Act will be required for this project to complete the SERP. It is anticipated that showing compliance with these federal cross-cutters will require the completion of a desktop review and field reconnaissance for historic and cultural resources. Consultant shall:

- Conduct a records search with the Oregon State Historic Preservation Office (SHPO) archeological database to identify previous reports and other records associated with the project location and broader vicinity.
- Examine historic maps and records to identify possible past uses of and impacts to the project location.
- Conduct supplemental background research which would include a focused review of the literature and environmental history, prehistory, Native peoples, and historical development of the project location for contextual background.
- Conduct a reconnaissance level survey to document baseline conditions and identify areas where a subsurface survey may be necessary.
- Prepare a technical memorandum to document the results and recommendations for further field investigations, if needed.
- This task assumes the following:
 - A systematic pedestrian survey will not be needed.
 - No resources will need to be documented.

5.7 Floodplain Management Documentation and Coordination (CONTINGENCY TASK)

If the project will result in construction activities within the Federal Emergency Management Agency's (FEMA) 100-year floodplain, additional coordination and documentation will be required. Per early

coordination with DEQ staff, the SERP Guide does not provide guidance that is consistent with current floodplain cross-cutter requirements, and indicated that following the US Department of Housing and Urban Development's (HUD) 8-Step Decision-Making Process for projects with floodplain impacts will help ensure that sufficient information is provided. Consultant shall:

- Coordinate with the City project manager to prepare the required Early Notice to notify the public that the proposed project will result in floodplain impacts. The notification will be published in a local newspaper, if applicable, or posted on the post-office bulletin board for 15 days, postmarking the notice at posting and removal.
- Prepare a Floodplain Management Memorandum documenting the results of the 8-Step Decision-Making Process, including:
 - Determination of whether the action is located in a 100-year floodplain and whether existing exemptions apply.
 - Identification and evaluation of practicable alternatives, including alternative sites outside the floodplain and the "no action" option.
 - Identification of any adverse and beneficial impacts, including direct and indirect support of other floodplain development that might result from the project. This will include an analysis of the natural environment, social concerns, economic aspects, and legal consideration factors.
 - Identification and evaluation of methods to mitigate adverse impacts, including ways to minimize the impacts identified and restore and preserve the beneficial functions and values served by the floodplain.
 - Re-evaluation of alternatives in light of the information gained during the analysis to determine if the proposed project is still practicable.
- Coordinate with the City PM to ensure that the project is implemented as proposed and appropriate mitigation is provided.

5.8 Local Land Use Permitting

Based on preliminary research, it is anticipated that the following local permits/approvals will be necessary for this project: Site Development Review, Sensitive Lands, and Floodplain Development. To ensure that all local permits are obtained for this project, the following tasks will be completed.

- Set up and prepare for a Pre-Application Meeting with the City's Planning Department. Services include:
 - Complete preliminary Code research.
 - Preparation of a letter addressed to City staff, including a list of questions regarding applicable approval criteria and procedures, a pre-application form, and the required fee for the meeting (provided by Client).
 - Submit the pre-application meeting request package to the City.
 - Participation in the pre-application meeting.

- Follow-up on various matters with the City.
- Land use planning services will be provided to prepare and submit the necessary applications for approval of the proposed wastewater improvements. The preparation of applications will include the following:
 - Completing the required City application forms.
 - Producing a written project narrative addressing relevant Community Development Code provisions.
 - Coordinating to obtain other necessary application materials.
- The above-listed materials, together with the preliminary plans, will be compiled, organized, dated, and prepared with a cover sheet and table of contents. A draft copy of the application package will be provided to the Client for review and comment along with a request for the Client to sign the City Application Forms and provide the application fee. Upon receiving Client comments, signed original City Application Forms, and the application fee, the following tasks will be performed:
 - The application package will be updated, finalized, and copies will be made.
 - The application will be submitted to the City's Planning Department for processing.
 - Status updates will be provided to the City project manager at appropriate intervals, including during the application completeness determination process, after the public comment period, prior to issuance of the staff report, and prior to any hearings based on coordination with Planning staff.
 - A draft copy of the Planning staff report will be requested. If provided, it will be reviewed with the City's project manager for potential conflicts with the project goals. Any requested revisions will be provided to City Planning Staff.
 - The Final Notice of Decision will be reviewed.

5.9 DSL/USACE/DEQ Permitting (CONTINGENCY TASK)

If the project will result in impacts to DSL/USACE jurisdictional waters, including wetlands, Consultant shall complete the following tasks:

- Prepare a draft and final Joint Permit Application with all required supporting documentation, including SLOPES V compliance documentation.
- It is assumed that a Preliminary Site Restoration Plan will be required as one of the permit figures to document the restoration of temporarily impacted wetlands and/or waters, and that the restoration will only include reseeding (i.e., no woody vegetation).
- It is assumed that no permanent impacts to wetlands or non-wetland waters will occur during construction. Therefore, no functional assessments will be required.

- Prepare all required DEQ forms and coordinate with the City project manager to set up a Your DEQ Online (YDO) account for the project. Consultant shall upload all required DEQ documentation to YDO in preparation for City submittal.

5.10 Cultural Resources Survey (CONTINGENCY TASK)

If the results of the “Desktop Review and Field Reconnaissance” recommend further field investigations, a cultural resources survey will be required. Consultant shall:

- Apply for and obtain a SHPO archeological permit for exploratory probes on public land.
- Conduct an archaeological survey of the project area. The survey will entail pedestrian survey of the undeveloped/unpaved portions of the project area, including the excavation of a maximum of 15 shovel probes, and a windshield survey of the developed areas.
- Perform laboratory analysis of collected artifacts and prepare collection for permanent curation.
- Prepare a technical report to include appropriate resource forms.
- This contingency task assumes the following:
 - A maximum of one small archaeological resource (10 artifacts or less) will be identified.
 - A maximum of 10 artifacts will be collected from public land (no artifacts will be collected from private land).
 - The project will not directly impact any historic resources of the built environment.
 - No evaluative site testing or construction monitoring will be required.

5.11 Arborist Services (CONTINGENCY TASK)

Tree Inventory

- Perform a visual evaluation of all trees 6” diameter at breast height (DBH) or greater shown on the Existing Conditions Plan. The visual evaluation will include tree DBH, species, health rating, structure rating and comments on overall condition.
- Prepare a Detailed Inventory Spreadsheet that includes the tree survey number and all the information described above for each tree.

Preliminary Tree Protection Plan

- Prepare a Preliminary Tree Protection Plan to be included in land use document submittal, which includes:
 - Detailed Inventory Spreadsheet.
 - Trees to be removed and preserved.
 - Location and material of tree protection fencing.
 - Recommended construction methods within the tree protection area.

- Detailed tree protection, pruning, removal, etc. notes.
- Specifications to be employed before, during, and after construction.
- A draft preliminary Tree Protection Plan will be provided to the Client for review and comment. The fee for this task assumes one round of revisions to the draft preliminary plan.

90% Design Tree Protection Plan

- Further develop the Preliminary Tree Protection plan to prepare a 90% Design Tree Protection Plan.
 - A draft 90% Design Tree Protection Plan will be provided to the Client for review and comment. The fee for this task assumes one round of revisions to the draft 90% Design Tree Protection Plan.

Final Design Tree Protection Plan

- Further develop the 90% Tree Protection Plan to prepare a Final Design Tree Protection Plan for construction document submittal.
 - A draft Final Design Tree Protection Plan will be provided to the Client for review and comment. The fee for this task assumes one round of revisions to the draft Final Design Tree Protection Plan for Client comments.

Task Deliverables

- Permitting Schedule.
- State Environmental Review Process compliance documentation.
- Wetland and Waters Delineation report.
- ESA Biological Evaluation.
- Cultural Resources Technical Memorandum
- Floodplain Management Memorandum

Assumptions

- Landscape Site Restoration Plans will not be required.
- If additional local land use permits are identified during the Pre-Application Meeting, an amendment will be required to cover the additional services.
- One (1) consolidated land use application will be prepared to cover all local land use permits covered under this contract.
- Local land use permitting services do not include continuances, local appeals, or appeals to the Oregon State Land Use Board of Appeals (LUBA).
- City will be responsible for public outreach for the land use permitting, if determined to be necessary. The City will furnish public outreach materials for the land use permitting and provide a summary of participant feedback to the project team in a timely manner.

- The City's land use application will not include resolution of any non-conforming development issues on properties affected by the planned improvements.
- Tree removal permitting, through a state or local process, is not included. If required, the Arborist Services contingency task will need to be released.

Task 6 – Utility Coordination

Objective

Coordinate with utilities to identify potential utility conflicts and relocate impacted utilities prior to construction.

Activities

6.1 Impact Assessment and Notifications

Consultant shall identify utilities within the project limits and determine possible conflicts with the proposed project. Consultant shall:

- Develop a utility contact information list and mail project information letters to utility companies involved to explain the nature of the work.
- Provide project preliminary plans to each utility.
- Maintain a record of correspondence with utility companies.
- Obtain utility-provided as-built information and comparing with project base-mapping, field verify the location of utility facilities.
- Identify design conflicts (conflicts to be identified on plan sheets) and develop an itemized conflict list.
- Issue conflict notices to impacted utilities.

6.2 Coordinate and Review Utility Relocation Designs

Consultant shall coordinate with private utilities to resolve utility conflicts and finalize utility relocation requirements as appropriate. Affected utilities will be responsible for developing their relocation designs. Consultant shall review each utility's relocation plans and proposed schedule, provide written comments, and issue approval. Consultant shall provide up to two (2) design review iterations per utility.

6.3 Utility Coordination Meetings

Consultant shall coordinate, attend, and conduct a group utility meeting to discuss preliminary plans, identify potential utility conflicts to be resolved, and discuss the project schedule. Consultant shall coordinate and attend up to five follow-up on-site meetings with individual utilities to discuss relocation plans.

Task Deliverables

- Utility contact list.
- Utility conflict plan sheets and spreadsheet.

- Conflict notices to each affected utility.
- Reviewed utility relocation plans with comments and recommendations.
- Meeting agendas and summary notes.

Assumptions

- City of St. Helens has water, storm, and wastewater facilities in the project area.

Task 7 – Design

Objective

Complete the design to allow the City to put the Wastewater Capacity Improvements project out to bid.

Activities

7.1 Update Basin 5 Hydraulic Model

Provide recommended flow monitor locations to evaluate Basin 4 improvements impact to Basin 5 flows. Develop and submit a Flow Monitoring Plan Memorandum for City review and approval. Subconsultant to perform flow monitoring in accordance with Flow Monitoring Plan Memorandum. Subconsultant to provide finalized data for use in model evaluation at end of monitoring period.

Load collected rainfall data during flow monitoring period in the existing WWMP hydraulic model and compare model results with collected flow monitoring data. Create a model scenario to evaluate the impacts of Basin 4 Improvements on flows in Basin 5. Update existing WWMP hydraulic model with survey data collected in Basin 5 as part of the project. Develop Basin 5 Improvement design flow criteria accounting for Basin 4 Improvements completion. Prepare a summary draft technical memorandum documenting flow monitoring plan and updated Basin 5 Improvements model evaluation for review by the City.

7.2 Target Value Design (TVD) Study

Consultant shall conduct a TVD Study for the project and present alternatives and findings to City at a TVD workshop with recommendations. The TVD workshop is expected to take place in person. Prior to the workshop, the City shall provide Consultant with cost, schedule, and other targets it wants to stay within so Consultant can prepare options to discuss at the workshop that will aim to meet those targets.

7.3 – 7.6 30%, 60%, 90%, and 100% Design

Work under this task includes the preparation of final plans, technical specifications, and Engineer's Opinion of Probable Construction Costs (OPCC) for the project. These efforts will be completed in an incremental approach to the 30%, 60%, and 90% level, allowing for City input and comment as the designs are developed and completed, prior to submittal of final designs. Work includes:

- Consultant shall produce 30% conceptual plans, specifications, and estimate (PS&E), 60% intermediate PS&E, 90% final PS&E, and 100% PS&E submittal packages for City to review.
- Consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in 24"x36" size and shall be signed by the Engineer in responsible charge licensed in the State of Oregon.
- Plans shall be drawn using AutoCAD 2023 or more recent version.

- Design documents will include the following:

Construction Drawings – See Table 1 below.

Construction Specifications – Technical specifications covering the materials and construction for the work included in the Construction Drawings.

Contract (Front-End) Documents – Front-end documents necessary for bidding by the City, including Bid Schedule.

Engineer's OPCC – Summary of construction item quantities based on the 90% Design and estimated unit prices for developing an OPCC commensurate with 90% Design level.

Table 1 | Drawing Submittal Matrix

SHEET NAME ¹	SHEET COUNT	MILESTONE SUBMITTAL			
		30%	60%	90%	100%
GENERAL					
Cover and Title ²	2	X	X	X	X
Symbols, Abbreviations, and Legend ²	2	X	X	X	X
General Notes ²	2		X	X	X
Project Overview Map and Survey Control ²	2	X	X	X	X
General Erosion Control Notes and Details ²	4			X	X
General Traffic Control Notes and Details ²	4			X	X
Project Overview Map and Survey Control ²	2	X	X	X	X
CIVIL DRAWINGS					
Basin 4 Plan & Profile ³	10	X	X	X	X
Basin 4 Details	4			X	X
Basin 5 Plan & Profile ³	10	X	X	X	X
Basin 5 Details	4			X	X
Basin 6 Plan & Profile ³	21	X	X	X	X
Basin 6 Hwy 30 / PNWR Crossing	2	X	X	X	X
Basin 6 Details	6			X	X
EROSION CONTROL					
Basin 4 Erosion Control Plans ⁴	6		X	X	X
Basin 5 Erosion Control Plans ⁴	6		X	X	X
Basin 6 Erosion Control Plans ⁴	10		X	X	X
TRAFFIC CONTROL					
Basin 4 Traffic Control Plans ⁴	6		X	X	X
Basin 5 Traffic Control Plans ⁴	6		X	X	X
Basin 6 Traffic Control Plans ⁴	10		X	X	X
TOTAL SHEETS	119	41	101	119	119

Notes:

- 1. Construction drawings will be prepared on 24" x 36" sheets.
- 2. Two sets of General sheets will be prepared. One for Basin 4 and Basin 6 improvements and one for Basin 5 improvements.
- 3. Plan views will be drawn to 1" = 20' horizontal scale. Profile views will be drawn to 1" = 5' scale.
- 4. Erosion control and traffic control plans will be drawn to 1" = 50' horizontal scale. Traffic control plans also include intersection plans along higher traffic roads such as Sykes Road, Gable Road, Plymouth St, Old Portland Road, and Hwy 30.

Task Deliverables

- Flow monitoring plan.
- Draft and final Basin 5 model update technical memorandum.
- TVD Workshop Report.
- 30%, 60%, 90%, and 100% PS&E submittals in electronic (PDF, AutoCAD, Word and Excel) format.
- Letter report and comment log summarizing review comments and resolution of the review comments.
- Final bid documents in electronic format.

Assumptions

- Up to two locations to be identified for flow monitoring.
- One-month duration of flow monitoring data collection.
- Flow monitoring data collection period will capture rainfall events to sufficiently demonstrate I/I impacts.
- No model calibration will be completed as part of this task.
- The existing WWMP model is representative of field conditions.
- TVD study will be completed to inform the 30% design submittal and follow up reviews for conformance will be completed at each design stage.
- One bid package for Basin 4 and 6 Improvements will be prepared for public bid advertising.
- Basin 5 improvements will be a separate bid package and construction contract.
- Consultant and City will agree upon estimated pipe unit costs during construction at the TVD workshop to be used in cost estimating through the design phase.
- Consultant will present data on construction costs based on recent bids in the area at the TVD workshop.
- Specifications for 30% design will include a specifications table of contents only. Draft technical specifications will be prepared at 60%, 90% and 100% design. Final, stamped, and signed specifications will be prepared for the Bid Documents.
- City has obtained or will obtain all necessary right-of-way or easements for the new sewer main locations proposed in this project. It will be City's responsibility to negotiate and obtain any new easements.
- The City will obtain rights of entry for access to private property during design and construction.

- Sewer bypass requirements will be identified in the Specifications. Where specific properties require special considerations, those will be shown on the Plan and Profile sheets.
- City will contract or complete utility potholes as required to confirm depth and location of existing utilities to support final design.

Task 8 – Bid Support Phase

Objective

Provide services during the Bid Phase of the Wastewater Capacity Improvements Project.

Activities

8.1 Bid Package

- Prepare stamped contract documents for bidding and construction.
- Reviewing Advertisement for Bid that the City will prepare.

8.2 Respond to Bidder Inquiries

Providing technical assistance and interpretation of the construction contract documents during the bid period. This activity includes providing written responses to bidder inquiries and preparing required addenda.

8.3 Review Bids and Recommend Award

This activity includes:

- Reviewing bids for accuracy and compliance with the contract documents and preparing bid tabulations.
- Making recommendation of award to the City, subject to review and approval by the City Attorney.

Task Deliverables

- Electronic PDF copies of the following documents:
 - Pre-Bid Conference Meeting Agenda and Summary.
 - Response to Bidder RFIs and Addenda.
 - Bid Tabulation.
 - Recommendation of Award.

Assumptions

- City will publish the Invitation for Bids and pay all costs.
- Consultant will advertise the project electronically.
- Consultant will distribute responses to bidder inquires, addenda, and maintain a plan holders list.
- Budget includes up to ten (10) bidder responses and two (2) addendums.

- Bid support services for Basin 5 improvements is not included and will be added by a future amendment.

Task 9 – Construction Support Services (Deferred)

Construction Support services are not included in this scope of work and will be added by a future amendment prior to construction.

Task 10 – Contingency Task

10.1 Contingency Task

This contingency task provides additional budget for potential work not covered by other tasks described herein, for unforeseen efforts that may be required for an existing task or for extension of the schedule/contract. This task provides additional budget for the consultant team and cannot be used without prior written authorization from the City's project manager.

Budget

Payment will be made at the billing rates for personnel working directly on the project, which will be made at the Consultant's hourly rates, plus direct expenses incurred. Consultant's price proposal includes Base Tasks totaling **\$1,689,750**, and Contingency Tasks totaling **\$236,470**, with a combined total of **\$1,926,220**, as shown in the attached fee estimate spreadsheet.

Attachment B Insurance Requirements

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$1,000,000 or per contract \$2,000,000 or per contract	YES

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

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

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

Certificates of Insurance shall be forwarded to:
City Administrator
City of St. Helens
265 Strand Street
St. Helens, OR 97051

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

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

Attachment C Terms of Compensation

Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in Attachment A – Scope of Work, subject to the requirements and limitations on compensation as provided by this Section. Compensation to be paid hereunder shall not exceed TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00) ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement.

WASTEWATER COLLECTION SYSTEM CAPACITY IMPROVEMENTS
CITY OF ST. HELENS
PROPOSED FEE ESTIMATE

Item #6.

Staff Name	LABOR CLASSIFICATION (HOURS)												Labor	Subconsultants			Multiplier % Markup	Subconsultant Total with Markup	Expenses	CADD Units \$18/hr	GIS Units \$10/hr	Total
	Principal Engineer III	Principal Engineer III	Professional Engineer IX	Professional Engineer IX	Professional Engineer V	Professional Engineer VIII	Professional Engineer VII	Technician III	Cost Estimator III	Project Manager IV	Project Coordinator IV	Hours		S&W	UFS	AKS						
	\$293	\$293	\$252	\$252	\$204	\$240	\$227	\$166	\$290	\$260	\$174											
	O'SullivanBre	EvonukWil	SteppBar	BugingoFul	ReevesJus	GiesyAnd	FlockEmi	DeuelJus	GriesingerRob	KoenigAub	RitzEri											
Task 1 - Project Management and Coordination																						
Task 1.1 - Project Administration	20	100									40	160	\$ 42,541				1.1	\$ -	\$ -	\$ -	\$ -	\$ 42,541
Task 1.2 - Kick-Off Meeting	6	12	6		6		6			6		42	\$ 11,041				1.1	\$ -	\$ -	\$ -	\$ -	\$ 11,041
Task 1.3 - Project Meetings	20	112	72							40		244	\$ 67,892				1.1	\$ -	\$ -	\$ -	\$ -	\$ 67,892
Task 1.4 - Public Meetings	24	32	32							60		148	\$ 40,473				1.1	\$ -	\$ 600	\$ -	\$ -	\$ 41,073
Task 1.5 - Quality Assurance and Quality Control	40	24							60			124	\$ 36,514				1.1	\$ -	\$ -	\$ -	\$ -	\$ 36,514
Task 1.6 - Invoices/Status Reports		36									36	72	\$ 16,980				1.1	\$ -	\$ -	\$ -	\$ -	\$ 16,980
Task 1 Subtotal	110	316	110	0	6	0	6	0	60	106	76	790	\$ 215,441	\$ -	\$ -	\$ -		\$ -	\$ 600	\$ -	\$ -	\$ 216,041
Task 2 - Data Collection/Review of Existing System																						
Task 2.1 - Data Collection and Review of Existing System	8	16	32	16	40		24					136	\$ 33,063				1.1	\$ -	\$ -	\$ -	\$ -	\$ 33,063
Task 2 Subtotal	8	16	32	16	40	0	24	0	0	0	0	136	\$ 33,063	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 33,063
Task 3 - Survey and Easement Acquisition																						
Task 3.1 - Survey	2	8	4		8							22	\$ 5,626			\$ 197,690	1.1	\$ 217,459	\$ -	\$ -	\$ -	\$ 223,085
Task 3.2 - Prepare Easement Descriptions and Exhibits		1	2									3	\$ 805			\$ 5,460	1.1	\$ 6,006	\$ 1,350	\$ -	\$ -	\$ 8,161
Task 3.3 - Easement Acquisition (CONTINGENCY TASK)		24	16									40	\$ 11,175		\$ 31,132		1.1	\$ 34,245	\$ -	\$ -	\$ -	\$ 45,420
Task 3 Subtotal	2	33	22	0	8	0	0	0	0	0	0	65	\$ 17,605	\$ -	\$ 31,132	\$ 203,150		\$ 257,710	\$ 1,350	\$ -	\$ -	\$ 276,666
Task 4 - Geotechnical Investigations																						
Task 4.1 - Geotechnical Investigations	2	12	8		16							38	\$ 9,476	\$ 174,090			1.1	\$ 191,499	\$ -	\$ -	\$ -	\$ 200,975
Task 4 Subtotal	2	12	8	0	16	0	0	0	0	0	0	38	\$ 9,476	\$ 174,090	\$ -	\$ -		\$ 191,499	\$ -	\$ -	\$ -	\$ 200,975
Task 5 - Permitting																						
Task 5.1 - Access Permits	8	20	40		40	40		24				172	\$ 40,428				1.1	\$ -	\$ 500	\$ 360	\$ -	\$ 41,288
Task 5.2 - State Environmental Review Preparation and Coordination		8	16		16							40	\$ 9,736			\$ 32,000	1.1	\$ 35,200	\$ -	\$ -	\$ -	\$ 44,936
Task 5.3 - Wetland and Waters Delineation Fieldwork and Report (CONTINGENCY TASK)	2	4	8									14	\$ 3,812			\$ 26,050	1.1	\$ 28,655	\$ -	\$ -	\$ -	\$ 32,467
Task 5.4 - Agency Coordination		8										8	\$ 2,367			\$ 4,640	1.1	\$ 5,104	\$ -	\$ -	\$ -	\$ 7,471
Task 5.5 - ESA Documentation and Coordination	2	8	16		16							42	\$ 10,328			\$ 21,720	1.1	\$ 23,892	\$ -	\$ -	\$ -	\$ 34,220
Task 5.6 - Desktop Review and Field Reconnaissance	2	8										10	\$ 2,959			\$ 11,324	1.1	\$ 12,456	\$ -	\$ -	\$ -	\$ 15,416
Task 5.7 - Floodplain Management Documentation and Coordination (CONTINGENCY TASK)	2	4	4									10	\$ 2,794			\$ 9,180	1.1	\$ 10,098	\$ -	\$ -	\$ -	\$ 12,892
Task 5.8 - Local Land Use Permitting	4	16	16		8							44	\$ 11,639			\$ 40,810	1.1	\$ 44,891	\$ -	\$ -	\$ -	\$ 56,530
Task 5.9 - DSL/USACE/DEQ Permitting (CONTINGENCY TASK)	4	8	16		20			24				72	\$ 15,768			\$ 23,260	1.1	\$ 25,586	\$ -	\$ -	\$ -	\$ 41,354
Task 5.10 - Cultural Resources Survey (CONTINGENCY TASK)	2	8	4									14	\$ 3,977			\$ 18,928	1.1	\$ 20,821	\$ -	\$ -	\$ -	\$ 24,798
Task 5.11 - Arborist Services (CONTINGENCY TASK)		8	8									16	\$ 4,404			\$ 22,850	1.1	\$ 25,135	\$ -	\$ -	\$ -	\$ 29,539
Task 5 Subtotal	26	100	128	0	100	40	0	48	0	0	0	442	\$ 108,213	\$ -	\$ -	\$ 210,762		\$ 231,838	\$ 500	\$ 360	\$ -	\$ 340,912
Task 6 - Utility Coordination																						
Task 6.1 - Impact Assessment and Notifications		4	8	40	4						8	64	\$ 15,631				1.1	\$ -	\$ -	\$ -	\$ -	\$ 15,631
Task 6.2 - Coordinate and Review Utility Relocation Designs		8	8	40	4							60	\$ 15,409				1.1	\$ -	\$ -	\$ -	\$ -	\$ 15,409
Task 6.3 - Utility Coordination Meetings		8	16	36								60	\$ 15,602				1.1	\$ -	\$ 250	\$ -	\$ -	\$ 15,852
Task 6 Subtotal	0	20	32	116	8	0	0	0	0	0	8	184	\$ 46,642	\$ -	\$ -	\$ -		\$ -	\$ 250	\$ -	\$ -	\$ 46,892
Task 7 - Design																						
Task 7.1 - Update Basin 5 Hydraulic Model		24	40				140					204	\$ 49,381				1.1	\$ -	\$ 25,000	\$ -	\$ 1,400	\$ 75,781
Task 7.2 - TVD Study and Workshop	20	40	40		60	8	8	40	40		8	264	\$ 63,901				1.1	\$ -	\$ 300	\$ 720	\$ 80	\$ 65,001
Task 7.3 - 30% PS&E	20	52	125	34	155	22	10	125	22		8	573	\$ 130,145				1.1	\$ -	\$ 200	\$ 2,250	\$ 100	\$ 132,695
Task 7.4 - 60% PS&E	28	72	185	34	235	46	10	165	26		25	826	\$ 186,868				1.1	\$ -	\$ 200	\$ 2,970	\$ 100	\$ 190,138
Task 7.5 - 90% PS&E	16	60	125	34	155	46	10	125	22		32	625	\$ 141,364				1.1	\$ -	\$ 200	\$ 2,250	\$ 100	\$ 143,914
Task 7.6 - 100% PS&E	12	52	105	30	135	30	10	105	22		25	526	\$ 119,121				1.1	\$ -	\$ 200	\$ 1,890	\$ 100	\$ 121,311
Task 7 Subtotal	96	300	620	132	740	152	188	560	132	0	98	3018	\$ 690,779	\$ -	\$ -	\$ -		\$ -	\$ 26,100	\$ 10,080	\$ 1,880	\$ 728,839
Task 8 - Bid Support Services																						
Task 8.1 - Bid Package	2	4	8		16				4		16	50	\$ 11,092				1.1	\$ -	\$ 200	\$ -	\$ -	\$ 11,292
Task 8.2 - Respond to Bidder Inquiries	2	4	32		16			20				74	\$ 16,570				1.1	\$ -	\$ 200	\$ 720	\$ -	\$ 17,490
Task 8.3 - Review Bids and Recommend Award	2	2	4		8							16	\$ 3,850				1.1	\$ -	\$ 200	\$ -	\$ -	\$ 4,050
Task 8 Subtotal	6	10	44	0	40	0	0	20	4	0	16	140	\$ 31,512	\$ -	\$ -	\$ -		\$ -	\$ 600	\$ 720	\$ -	\$ 32,832
Task 9 - Construction Phase Services (Deferred)																						
Task 9 Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Task 10 - Contingency Task																						
Task 10.1 - Contingency Task												0	\$ -				1.1	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
Task 10 Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
TOTAL - ALL TASKS	250	807	996	264	958	192	218	628	196	106	198	4813	\$ 1,152,732	\$ 174,090	\$ 31,132	\$ 413,912		\$ 681,047	\$ 79,400	\$ 11,160	\$ 1,880	\$ 1,926,220

Attachment D Contractor Proposal

(For Information Only)



Proposal for the
City of St. Helens

Wastewater Collection System Capacity Improvements

November 2, 2023



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Item #6.

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Additional Information

5.13 PRICE PROPOSAL (<i>Available upon request</i>)	Not Included
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5.3 Transmittal Letter/Executive Summary



consor

Item #6.

November 2nd, 2023

City of St. Helens
265 Strand Street
St. Helens, OR 97051
ATTN: Mouhamad Zaher, Public Works Director

RE: Statement of Qualifications - Wastewater Collection System Capacity Improvements

Dear Mr. Zaher and Selection Committee,

The City of St. Helens is investing in its sewer infrastructure to protect public health by reducing the risk of overflows, and is supporting growth by expanding the system's capacity. Consor looks forward for the opportunity to partner with the City on this important project. To offer you a team that can meet the City's goals, we are leveraging local staff with specific experience with the City of St. Helens as well as other nearby projects with similar project needs. Consor's expertise with sanitary sewer reconstruction and working history in the City provides assurance that we will meet these objectives.

Project risks are reduced with the Consor team's experience, knowledge of the project, and availability to complete the work. Our firsthand knowledge stems from our work designing and supporting construction of the City's prior Sanitary Sewer Rehabilitation project. The project team has successfully completed multiple projects with key issues related to sewer reconstruction and rerouting, rock excavation and dewatering, right of way permitting for ODOT and Portland and Western Railroad. We also understand how construction sequencing and bypassing considerations will minimize risk of overflows while maintain sewer service for the community.

Public impacts will be minimized through outreach and a focus on maintaining access to residents and businesses. We recognize the challenges of working in narrow residential streets and high traffic business corridors. We will work with the City and public to understand critical access needs and tailor the contract documents to maintain access to businesses. This will maintain the public's support for the project and protect the City's relationship with its constituents.

Planning assumptions will be updated as design is developed in concert with the planning engineer for the City's Master Plan to look for efficiencies and cost savings. Emily Flock is the stamping engineer for the City's Wastewater Master Plan and now works for Consor. We will leverage her direct knowledge of the master plan and system hydraulics to identify opportunities to gain efficiency and save money.

We have truly enjoyed collaborating with the City to solve project challenges together and provide facilities that are cost-effective and resilient. We appreciate the opportunity to work with the City on this next infrastructure undertaking and look forward to delivering another successful project for your community.

Sincerely,
Consor

Bill Evonuk, PE | Project Manager / Legal Representative for Consor

p: 503.709.7180 | e: Bill.Evonuk@consoreng.com

Wastewater Collection System Capacity Improvements | City of St. Helens | November 2023

Firm Name / Address / Phone

Consor

a: One SW Columbia Street,
Suite 170
Portland, OR 97204
p: 503.225.9010

Project Contact/Manager Bill Evonuk, PE

a: One SW Columbia Street,
Suite 1700
Portland, OR 97204
p: 503.709.7180
f: 503.225.9022
e: Bill.Evonuk@consoreng.com

Authorized Officer and Project Manager

Bill is authorized to represent Consor in any negotiations and sign any contracts or agreement, that may result, and to contractually bind the firm.

Terms & Conditions

Consor accepts all terms and conditions contained in the RFP and the Personal Services Agreement with a few exceptions for the City's consideration which can be found in Appendix B.



5.4 Proposal Signature Page

Section 8 Proposal Signature Page

The undersigned hereby submits this proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Personal Services Contract, and associated inclusions and references, specifications, Proposal Form, Consultant response, mutually agreed clarifications, exceptions which are acceptable to the City, and all other Consultant submittals.

The undersigned hereby certifies and represents that the Consultant:

- has examined and is thoroughly familiar with the Request for Proposal
- has examined and is thoroughly familiar with the Personal Services Contract, and agrees to accept the contract terms, and execute such contract upon award
- understands that the City reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the City
- understands that all information included in, attached to, or required by this RFP shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

Receipt of Addenda

Consultant acknowledges that ADDENDA NUMBERED 1 THROUGH 2 have been reviewed as part of the Request for Proposal.

Signature

The Consultant hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Conсор

FIRM NAME

Bill Evonuk, PE / Principal Engineer

CONTACT PERSON NAME/TITLE

One SW Columbia Street, Suite 1700, Portland, OR 97204

MAILING ADDRESS, CITY, STATE, AND ZIP CODE

503.225.9010

FIRM TELEPHONE NUMBER

503.709.7180

CONTACT PERSON TELEPHONE

Bill.Evonuk@consoreng.com

CONTACT PERSON EMAIL ADDRESS

Bill Evonuk, PE / Principal Engineer

PRINT NAME AND TITLE OF FIRM'S AUTHORIZED REPRESENTATIVE



SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

November 2, 2023

DATE

5.5 Consultant Experience



43 Years In Business

Company Size: 1,500+ Number of Employees

Office Locations: 82 All project work will be managed from our Portland, OR office.

Conсор has been providing engineering consulting and design services in Oregon and the surrounding states for many years. Conсор is a nation wide firm providing a wide range of services including collection system design support.

Experience in the planning, design, and construction management of municipal wastewater systems, specially related to collection systems & interceptor sewer design, and permitting & regulatory compliance, including projects in St. Helens

Conсор is a recognized leader in wastewater improvement projects with a focus on rehabilitation and replacement. In just the past five years, we have successfully completed over 25,000 feet of pipe installation using HDD technology, 30,000 feet of open cut, and 50,000 feet of pipe bursting. Our local clients include the Cities of St. Helens, Portland, Lake Oswego, Springfield, Sheridan, Mt. Angel, and West Linn, as well as Clean Water Services. Our depth of experience allows us to effectively determine the best technology and solutions to efficiently identify problems to save public agency clients money.

Our local team is now supported by Conсор's 1,500+ team members nationwide, giving the City of St. Helens access to additional expertise and staff with capacity to deliver. Our team provides a depth and breadth of knowledge and experience in sewer collection projects that will aid the City in the successful delivery of this project.

Experience developing long range critical path scheduling including design, permitting, bidding, and construction related activities

An overall schedule will be developed and continually monitored, with status updates provided to the City at least monthly as part of our routine invoicing cycle. This project, like all of our larger and more time-sensitive projects will be monitored using scheduling software and more detailed status reports. The schedule tasks and sub-tasks will have a one-to-one correlation to those of the scope of work, and will include realistic agency review times. Critical path items will be managed closely and additional resources added or other necessary measures taken if planned progress is threatened.

Subconsultant Partners



Shannon & Wilson, Inc., (S&W) is a full-service, employee-owned geotechnical, pavement, and environmental consulting firm founded in Washington in 1954. They have completed more than 4,300 projects in SW Washington and Oregon, including over 40 projects in St. Helens and surrounding areas in Columbia County. S&W has extensive knowledge of the region's geologic and geotechnical conditions.

Their primary services include geotechnical engineering and instrumentation; geology and geophysics; tunneling and trenchless design; dewatering; foundation analyses; stormwater infiltration testing, modeling and design; slope stability evaluation and mitigation; underground engineering; earthquake engineering; and environmental science/engineering. They also provide a professionally staffed soil and rock testing laboratory, along with CAD and GIS services.

Company Size: 350+ Number of Employees

Office Locations: 15 All project work will be managed from their Lake Oswego, OR office.



AKS Engineering & Forestry, LLC (AKS) is a locally owned and operated, multidisciplinary consulting firm that has been providing professional services throughout the Pacific Northwest for 27 years. Their services include conveyance and pump station system design, comprehensive sewer plans, infiltration and inflow studies and rehabilitation. Their 90+ person survey team includes 33 office survey personnel, 46 field personnel, 14 Oregon-registered Professional Land Surveyors (PLSs), and the in-house capability to provide flood elevation surveys, drone photogrammetry/LiDAR surveys, hydrographic surveys, and 3D laser and terrestrial scanning, in addition to conventional surveying. AKS' natural resource team consists of nine full-time specialists, including two certified Professional Wetland Scientists (PWSs), who routinely conduct environmental support services.

Company Size: 350 Number of Employees

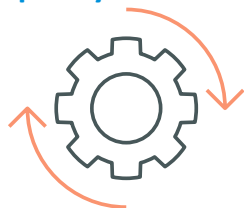
Office Locations: 7 All project work will be managed from their Tualatin and Keizer, OR offices.

Similar projects with other government agencies

For over 43 years, Consor has helped public agency clients identify sound solutions to their wastewater system needs in all areas of planning, analysis, design, and construction management. We are known as leaders in the sewer collection system community, and we will leverage our extensive experience to lower costs and improve the capacity of the City's sewer conveyance system. The table below highlights our history of successful similar projects. Expanded descriptions for select (🔍) projects are provided in Section 5.11.

	Sewer System Modeling	Capacity Expansion	Traffic Control	Permitting (Environmental, ODOT, Railway)	Public Outreach & Impacts	Trenchless Technologies	Rock Excavation
Wastewater Collection System Projects							
🔍 Sanitary Sewer Rehabilitation Program, St. Helens, OR	✓	✓			✓	✓	✓
🔍 Jasper Trunk Sewer, City of Springfield, OR		✓	✓	✓		✓	✓
🔍 58th Street Sewer Sanitary Sewer, City of Springfield, OR		✓	✓	✓	✓	✓	✓
🔍 Cedar Mill Trunk Jenkins to Beaverton Interceptor, Clean Water Services, OR		✓	✓	✓		✓	✓
🔍 Rock Creek Trunk Upsizing, Phase 1 and 2, City of Sherwood, OR	✓	✓	✓	✓		✓	✓
Sanitary Sewer Master Plan Update City of Sherwood, OR	✓		✓		✓		
Arana Trunk Sewer, Santa Cruz Sanitation District		✓	✓			✓	
Optimized Sewer Collection System Master Plan City of Bend, OR	✓				✓		✓

Procedures and/or policies associated with work quality and cost control



Project Manager Bill Evonuk will continually manage and review costs by comparing hours charged to a particular task against the budget and comparing the percentage of budget spent against the actual progress. All

tasks, budgets, and schedules will be analyzed, regardless of whether they are those of the Consor team or specialty subconsultants.

Prior to delivering any draft report, preliminary design, or other deliverable to the City, our team will execute an overall internal review to verify quality. These reviews are based on guidelines set forth in Consor's internal QA/QC program.

Detailed information about our policies and procedures to work quality and cost control can be found in sections 5.8 and 5.9 of this proposal.

Management and organizational capabilities



Consor will prepare a project management plan to control scope, schedule, budget, and any other expectations from St. Helens. Our project manager Bill Evonuk will monitor the project to make sure the team is

working cohesively. His duties will include overall project guidance, meeting participation, responsibility over project team schedule, meeting professional and technical requirements, establishing lines of communication, and overseeing the quality control process.

Consor employs several project management systems and tools to manage our project team. We use Microsoft Project to develop project schedules and budgets. We also hold internal resource allocation and management meetings conducted by a principal of the firm. In these meetings, we coordinate the use of our shared resources. Discussions include identification of individual project needs with respect to schedule, budget, and quality assurance and control (QA/QC). These systems and tools allow our team to respond to and regularly meet critical deadlines and complex scope requirements.

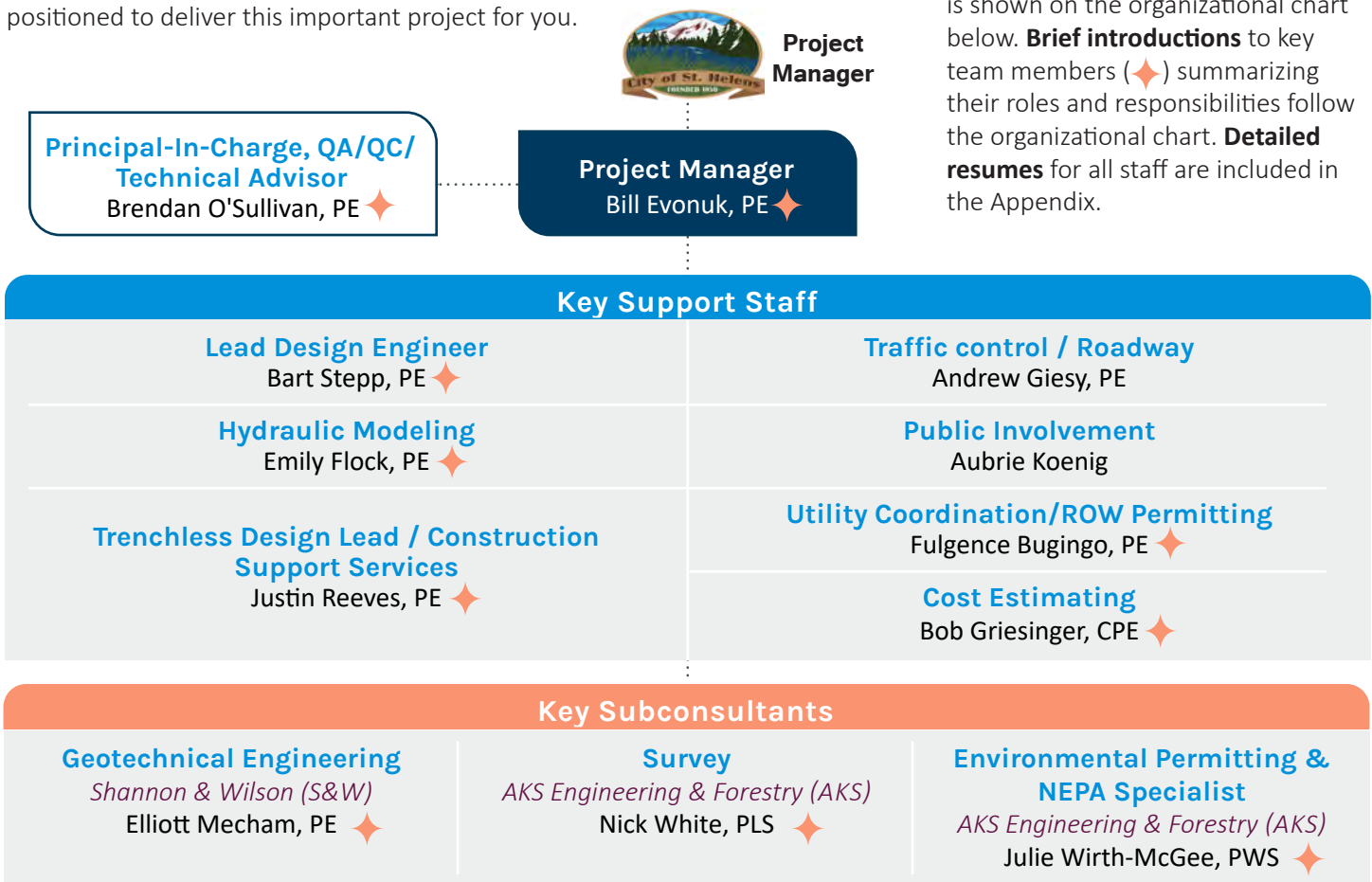
As Consor has grown over the years, we have strategically added staff as appropriate to maintain well-rounded expertise for all the scope related to the City's project. Many of our staff are cross-trained and are talented, experienced engineers and designers in several of the disciplines. This allows us the depth of staff and capacity to complete your project in accordance with the City's anticipated project schedule. Consor is committed to responsiveness and providing the highest quality engineering services to the City.

5.6 Project Team Experience

Meet Our Team - To meet your schedule and achieve your goals on this project, we have assembled a full-service team who brings a local based deep bench in all areas of wastewater systems, including the completion of municipal wastewater Master Plans, permitting & regulatory compliance, design delivery of collection systems & interceptor sewer, and construction management projects for agencies throughout the Pacific Northwest. Our team brings experience from the Sanitary Sewer Rehabilitation Program and an in-depth understanding of the project challenges and opportunities. Our experience on the project combined with our team's expertise with sewer system design, trenchless technologies, public outreach, and regulatory compliance make our team uniquely positioned to deliver this important project for you.

Bill Evonuk will lead our team and is supported by highly qualified staff, including internal principal-in-charge & technical advisor, Brendan O'Sullivan, and our lead design engineer, Bart Stepp, who has a smaller agency, public works background and understands the "client perspective.". We have added key team members to support the City's project, including AKS for environmental permitting, and Shannon & Wilson, for geotechnical engineering. Bob Griesinger, our in-house cost estimating expert, will help our team navigate the challenge of developing reliable cost estimates during the current unprecedented market conditions.

Organizational Chart - Our team is shown on the organizational chart below. **Brief introductions** to key team members (♦) summarizing their roles and responsibilities follow the organizational chart. **Detailed resumes** for all staff are included in the Appendix.



Approximate number of people to be assigned to the project - 12 Team members (with supplemental staff support as needed)

Extent of principal and project manager involvement - Our project manager, Bill, will be heavily involved in the project, particularly in the design phases. Perhaps most important is Bill's role in the earliest stages when the project team is coalesced and parameters for quality in communications and deliverables are set. Bill will strive to build teamwork and consensus, and check progress regularly against the schedule.

Bill will bring staff together at key intervals to build teamwork and ensure effective collaboration across the design, permitting, survey, and geotechnical teams. Brendan O'Sullivan, our principal-in-charge, QA/QC, and technical advisor, will be responsible for the project's Quality Assurance plan.



Meet Your Project Manager

Bill Evonuk, PE | Project Manager

As project manager, Bill will apply his extensive experience managing municipal wastewater systems in Oregon and his strong working relationship with the design team to see that you receive a successful approach and outcome for the Wastewater Collection System Capacity Improvements project.

Years of Experience: 23 | **Education:** BS, Civil Engineering, Portland State University | **Registration:** Professional Engineer-OR & WA | **Location:** Portland, OR | **Percentage of time devoted to this project:**  **20%**

Current Assignments - Project name | % of time spent | Estimated completion date:

Tualatin Moving Forward Transportation Bond Program, City of Tualatin, OR | 40% | 12/2023; **Storm Assessment - River Road Santa Clara**, Lane County, OR | 15% | 12/2024; **McKenzie River Intake, Pump Station, and Water Treatment Plant**, Springfield Utility Board OR/STANTEC | 20% | 12/2028; **Jasper Trunk Sewer Phase 3**, City of Springfield, OR | 10% | 12/2024; **KC City Engineer**, City of King City, OR | 5% | Ongoing

Role/Responsibilities/Qualifications: Bill will serve as project manager, providing direct, local coordination with St. Helens during design, permitting, and construction management. Bill brings technical expertise and project management experience on projects similar to the Wastewater Collection System Capacity Improvements project, which will help cement our team and keep this project on track. He is a highly experienced project manager with the ability to lead multiple complex projects at once. Leveraging the skills of this experienced team, Bill will be committed, available, and focused on high-quality and timely delivery.

Project Experience:

- **Sanitary Sewer Rehabilitation Program**, City of St. Helens, OR, *QA/QC Reviewer*
- **Jasper Trunk Sewer Phases 1, 2, and 3**, City of Springfield, OR, *(Project Engineer & Phase 3 Project Manager)*
- **58th Street Sewer Sanitary Sewer**, City of Springfield, OR, *Project Manager*
- **12th Street Sanitary Sewer Rehabilitation**, City of McMinnville, OR, *Project Manager*
- **Franklin/Mcvey Sanitary Sewer Line Extension**, City of Springfield, OR, *Project Manager*



Brendan O'Sullivan, PE | Principal-In-Charge, QA/QC, Technical Advisor

Brendan will leverage his expertise in open excavation and trenchless sewer construction along with his personal experience working in the City of St. Helens to help identify realistic target value for the project.

Years of Experience: 18 | **Education:** BS, Civil Engineering, University of Portland | **Registration:** Professional Engineer-OR, WA, TX, & TN | **Location:** Portland, OR | **Percentage of time devoted to this project:**  **10%**

Current Assignments - Project name | % of time spent | Estimated completion date: **Rock Creek Sewer Upsizing, Phase 2**, City of Sherwood, OR | 25% | 03/2025; **Rural Transmission Line Replacement, Phase 1**, City of Tillamook, OR | 20% | 10/2026; **Boeckman Creek Sewer Replacement, Phase 1**, City of Wilsonville, OR | 20% | 03/2024; **Sanitary Sewer Master Plan**, City of Tillamook, OR | 10% | 05/2025; **SW Shattuck-Windsor Court Waterline Replacement**, Valley View Water District, OR | 5% | 11/2024; **Schoenbar Culvert Rehabilitation**, City of Ketchikan, AK | 5% | 08/2024

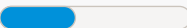
Role/Responsibilities/Qualifications: Brendan will oversee the project and apply lessons learned from his previous work with the City. An expert in sewer rehabilitation projects involving trenchless methods, Brendan is an excellent resource for design and constructability, which will be critical in establishing appropriate TCE boundaries for staging and stockpiling of materials. He has served in a variety of design and construction administration roles on large and small diameter sanitary and storm sewers, delivering many of those projects in Oregon.

Project Experience:

- **Sanitary Sewer Rehabilitation Program**, City of St. Helens, OR, *Project Manager*
- **Cedar Mill Trunk Jenkins to Beaverton interceptor**, Clean Water Services (CWS), OR, *Project Manager*
- **Rock Creek Sanitary Trunk Line Upsizing - Phases 1 & 2**, City of Sherwood, OR, *Project Manager*
- **Brookman Trunk Sewer Phase 1**, Clean Water Services, OR, *Project Manager*



BART STEPP, PE | Lead Design Engineer

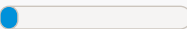
Percentage of time devoted to this project:  **40%** | **Experience:** 27 years | **Education:** MSCE, Civil Engineering, University of Portland; BS, Mathematics, College of Idaho | **Registration:** PE - OR & WA | **Location:** Portland, OR | **Qualifications:** Bart has 27 years of experience in water and wastewater system planning, design, construction, operations, and management. He worked 4 years for a state drinking water authority, 16 years for public agencies, and 7 years as a consultant. This unique combination of work experience as a regulator, water operator, and as a consultant gives him a wide range of experience and knowledge to deliver the best solution for the client.

Current Assignments - Project name | % of time spent | Estimated completion date: **Camrosa Water District PV Well 2** | 15% | 08/2024; **Yacolt Water System Consolidation** | 15% | 12/2025; **Clean Water Services Lift Station Siting Studies** | 10% | 1/2024; **Battle Ground Well 6 Iron and Manganese Treatment** | 10% | 12/2024

Project Experience: ● **Woodland Wastewater Collection System Improvements**, City of Woodland, WA ● **Silverton McClaine Street Project**, City of Silverton, OR ● **Silverton 2022 CIPP Project**, City of Silverton, OR



EMILY FLOCK, PE | Hydraulic Modeling

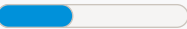
Percentage of time devoted to this project:  **10%** | **Experience:** 9 years | **Education:** BS, Environmental Engineering, Oregon State University | **Registration:** PE- OR | **Location:** Portland, OR | **Qualifications:** Emily specializes in hydraulic modeling, working in InfoWater Pro, InfoSWMM, PCSWMM and other platforms. She enjoys working closely with public works staff to understand their system and develop quality solutions in a cost-effective manner. Emily excels at analyzing system conditions and utilizing hydraulic models to optimize facilities and provide practical improvements to meet system needs.

Current Assignments - Project name | % of time spent | Estimated completion date: **Water System Master Plan**, City of Dalles, OR | 25% | 6/2024; **Boeckman Creek Sewer Interceptor**, City of Wilsonville, OR | 20% | 03/2024

Project Experience: ● **Sewage Collection System Study**, City of Tillamook, OR ● **Upper Zone Water System Analysis**, City of Oregon City, OR ● **Water Master Plan Update**, City of West Linn, OR



FULGENCE BUGINGO, PE | Utility Coordination/ROW Permitting

Percentage of time devoted to this project:  **40%** | **Experience:** 32 years | **Education:** BS, Civil Engineering, National School of Public Works (ENTP), Algiers, Algeria | **Registration:** PE- OR & WA | **Location:** Portland, OR | **Qualifications:** As Consor's lead subsurface utility engineering (SUE) engineer, Fulgence brings valuable experience with utility conflict identification and analysis, utility


relocation assessments and utility coordination and relocations. He has completed numerous and complex ODOT and local municipality roadway and interchange projects in the Pacific Northwest.

Current Assignments - Project name | % of time spent | Estimated completion date: **US101 Garibaldi Urban Upgrades**, ODOT | 15% | 03/2024; **King City Metro Westside Trail and Street Extensions**, City of King City, OR | 30% | 06/2024; **Tillamook Water Rural Transmission Line**, City of Tillamook, OR | 10% | 08/2024; **Morrow and Umatilla County ADA Curb Ramps Ph 2**, ODOT | 15% | 04/2024; **City Engineering Services**, City of King City, OR | 10% | Ongoing

Project Experience: ● **Beaverton/Hillsdale Highway Water and Sanitary Sewer Facilities Relocation Design**, City of Beaverton, OR ● **SE Division Street Reconstruction**, City of Portland, OR ● **OR217: SW 72nd Ave - OR10 (SW Scholl's Ferry Rd)**, ODOT.




JUSTIN REEVES, PE | Trenchless Design Lead/Construction Support Services

Percentage of time devoted to this project:  **40%** | **Experience:** 9 years | **Education:** ME, Civil Engineering, Oregon State University; BS, Civil Engineering, Seattle University | **Registration:** PE- OR, CA, & ID | **Location:** Portland, OR | **Qualifications:** Justin has experience providing engineering support for a variety of geotechnical, civil, and underground projects. His design experience includes

utility and transit tunnels, deep excavations, subsurface investigations, and tunnel structure rehabilitation.

Current Assignments - Project name | % of time spent | Estimated completion date: **SPU Pump Station**, Seattle Public Utilities, WA | 30% | 06/2024; **Raw Waterline Replacement RP-2**, City of Warrenton, OR | 20% | 04/2024; **Willamette Water Supply Program Road Improvement**, City of Beaverton, OR | 10% | 10/2024; **Shattuck Road Waterline Replacement**, Valley View Water District, OR | 10% | 01/2024

Project Experience: ● **I-205 Willamette River Bridge Force Main**, WES, OR ● **Raw Waterline Replacement (RP-1)**, City of Warrenton, OR ● **Boeckman Road Corridor Owner's Representative Services**, City of Wilsonville, OR


BOB GRIESINGER, CPE | Cost Estimating
Percentage of time devoted to this project:  **25%** | **Experience:** 40 years | **Education:**


 BS, Business Management, University of Phoenix | **Registration:** Certified Professional Estimator |

Location: Portland, OR | **Qualifications:** Bob has 40 years of construction experience focused on civil engineering and construction management across seven states and five countries, including 30 years of experience working as cost estimator. His capabilities include negotiating prices, organizing bids, preparing cost reports, coordinating design-build projects, and developing schedules and cash flow forecasts

Current Assignments - Project name | % of time spent | Estimated completion date: **Kwoneesum Dam Removal**, Cowlitz Indian Tribe, WA | 10% | 12/2024; **2WABD Awbrey ICE work, City of Bend, OR** | 10% | 6/2024; **Boeckman Road Bridge ICE work**, City of Wilsonville, OR | 20% | 6/2024; **Lewis River East Fork**, Lower Columbia Estuary Partnership, OR | 20% | 12/2025

Project Experience: ● **Metzger 498 N-S Fire Line Improvement**, City of Beaverton, OR ● **N. College Street Water Line Improvement**, City of Newberg, OR ● **Bangor-Keyport Force Main Replacement**, Kitsap County, WA

ELLIOTT MECHAM, PE | Geotechnical Engineering

Percentage of time devoted to this project:  **40%** | **Experience:** 22 years | **Education:**

MS, Civil Engineering, University of Texas at Austin; BS, Civil Engineering, Utah State University |

Registration: PE- OR | **Location:** Lake Oswego, OR | **Qualifications:** Elliott has over 20 years of experience focusing on water/wastewater public infrastructure including projects that involve deep excavations, dewatering, and complex trenchless construction challenges. He has worked on numerous sanitary sewer projects for the region's cities and wastewater agencies including for St. Helens, Scappoose, Warrenton, Astoria, Longview, Clean Water Services and the Portland Bureau of Environmental Services.

Current Assignments - Project name | % of time spent | Estimated completion date: **St. Helens Reservoir**, City of St. Helens, OR | 25% | 04/2025; **Smith Road Pump Station**, City of Scappoose, OR | 10% | 12/2024; **Raw Water Pipeline**, City of Warrenton, OR | 15% | 08/2024; **Scappoose Reservoir**, City of Scappoose, OR | 10% | 10/2024

Project Experience: ● **Upper Tualatin Interceptor**, Clean Water Services, OR ● **Willamette Interceptor Connector Sewer**, WES, OR ● **Wheeler Basin Pipe Replacement**, City of Portland Bureau of Environmental Services, OR

NICK WHITE, PLS | Survey - Professional Land Surveyor: Oregon (#70652PLS)

Percentage of time devoted to this project:  **10%** | **Experience:** 21 years |

Education: BS, Forest Engineering, Oregon State University | **Registration:** PLS- OR & WA | **Location:**

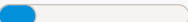
 Tualatin, OR | **Qualifications:** Nick has over 21 years of experience in boundary, American Land Title Association/National Society of Professional Surveyors (ALTA/NSPS), right-of-way, topographic, utility,

and construction staking surveying. He has extensive experience managing utility project surveys, including sewer improvements for public agencies, local jurisdictions, and utility providers throughout Oregon such as Clean Water Services (CWS), Tualatin Valley Water District (TVWD), and more.

Current Assignments - Project name | % of time spent | Estimated completion date: **Butte Creek Bridge, Scott's Mills**, Marion County, OR | 5% | 11/2024; **Portland Parks & Recreation On-Call Survey Services**, Oregon | 5% | 11/2025; **Portland Water Bureau On-Call Surveying**, Oregon | 5% | 11/2028

Project Experience: ● **SE Silver Leaf Lane Sewer Repair**, Oak Lodge Water Services, OR ● **SE 115th Utility Extension Project**, Clackamas County, OR ● **McMinnville Sanitary Sewer Rehabilitation Projects**, City of McMinnville, OR

JULIE WIRTH-MCGEE, PWS | Environmental Permitting & NEPA Specialist

Percentage of time devoted to this project:  **20%** | **Experience:** 20 years | **Education:**

 MPP, Environmental Policy, Oregon State University; MS, Forest Resources / Natural Resources Policy and Law, Oregon State University; BS, Environmental Studies, University of Oregon | **Registration:**

 Professional Wetland Scientist | **Location:** Keizer, OR | **Qualifications:** Julie's areas of expertise include wetland delineations, wetland and stream functional assessments, state and federal wetland and waters permitting, and National Environmental Policy Act (NEPA) and Endangered Species Act (ESA) compliance documentation.

Current Assignments - Project name | % of time spent | Estimated completion date: **Knights Bridge Road Bridge Rehabilitation Project**, Clackamas County | 10% | 04/2024; **Transition Parkway and Linear Park Project**, City of Millersburg | 10% | 04/2024; **Dodge Island Bridge Replacement Project**, Benton County | 25% | 06/2025

Project Experience: ● **Reservoirs to Distribution - Transmission Main**, City of Yamhill, OR ● **Jasper Trunk Sewer Phases 1, 2, and 3**, City of Springfield, OR ● **Turner Transmission Main**, City of Turner OR

5.7 Project Understanding & Approach



94%

of our work is
repeat business

The Consor team has a long history of, and a solid reputation for, listening to our clients' requirements, concerns, and ideas, and incorporating the outcome of these discussions into our project deliverables.

Project understanding of key issues and challenges

Project Understanding

The City identified capacity improvements needed in Basins 4, 5, and 6 in its 2021 Wastewater Master Plan (WWMP). These include upsizing existing sewers and extending new sewers to redirect flows away from constricted areas. The combined capital costs for these projects identified in Table 1-5 of the WWMP is \$14.25 million. The City has secured state and federal funding through the Clean Water State Revolving Funds and the Community Development Block Grant program for a portion of this project.

The City intends to hire a consultant to complete design development, obtain permitting clearances, assist with public outreach, and support the bid and construction phases. The current schedule has design beginning in January 2024 with construction commencing in 2025.

KEY ISSUES AND CHALLENGES	
1	Federal funds require permitting that could extend project delivery
2	Oregon Department of Transportation (ODOT) and Railroad permitting
3	Construction impact on public and business
4	Basin 5 expansion needs uncertain

A project understanding and key issues map is included at the end of this section.

Approach to addressing key issues and challenges

1 Federal funds require permitting that could extend project delivery

Consor has assembled an experienced group of professionals to help guide this project through the HUD Environmental Review process and all related local, state, and federal permitting requirements. Our team approach to environmental compliance and permitting is focused on two critical paths that we have identified for project success: (1) HUD Environmental Review, and (2) Permitting Compliance.

Critical Path #1: HUD Environmental Review

Based on our understanding of the project components, the project does not meet the categorical exclusion criteria specified under 24 CFR 58.35(a) because the proposed improvements include new sewer lines and upgrades that result in an increase in capacity of more than 20 percent. As a result, the project would require a full Environmental Assessment (EA) to complete the HUD-required Environmental Review. The EA will thoroughly investigate the impacts of the project on the surrounding environment, community, and population and the impacts of the surrounding conditions on the project. The City must complete the Environmental Review of all project activities prior to obligating CDBG funds. As such, the team will begin working on the required EA Partner Worksheets during the Preliminary Engineering and Design Phase to confirm the level of environmental documentation that will be required for this project. After a cursory review of the project area, we anticipate that additional documentation will be required to address the following NEPA-related subjects:

- Contamination and Toxic Substances
- Floodplain Management
- Endangered Species
- Historic Preservation
- Wetlands Protection

Critical Path #2: Permitting Compliance

Based on our desktop review, it appears that only the South Trunk (Sanitary Sewer Basin 6) may have jurisdictional wetlands along the proposed improvements; however, our team will conduct a wetland and waters delineation of the entire project area, with a focus on areas proposed for improvements outside of existing roadways. This information will then be used to help facilitate environmental clearances, design and the identification of construction methods to avoid and minimize resource impacts to the most practicable extent. Our team has long-standing professional relationships with regulatory agency staff and will prepare all required permit documentation for this project while supporting the City during construction to comply with all permit conditions.

Permit applications will be submitted following 60% design to allow time for agency review and approval while the project design is developed.

2 Oregon Department of Transportation (ODOT) and Railroad permitting

The proposed sewer upsizing of 15 to 27 inch diameter between Hwy 30 and Port Avenue crosses under right of way controlled by ODOT and Portland and Western Railroad (PNRW). Permits to construct a new sewer will be required from both agencies. ODOT District 1 office in Astoria will be the permit issuer with Region 1 providing design review for the geotechnical, utility design, and traffic control. PNRW permitting is issued through Genesee & Wyoming Railroad Services in Wyoming.

Both agencies will require the proposed sewer to be installed in a casing pipe that extends to the right of way boundaries. In addition, the pipe alignment should be perpendicular to the right of way.

If the existing pipe does not have a casing large enough to install the larger pipe, a new casing would be needed and installed using a trenchless boring machine. The new casing alignment would likely shift to the northeast and line up with Port Avenue. The casing would need to extend approximately 275 feet from the edge of the ODOT right of way to the edge of the PNRW right of way at Port Avenue.

Based on our prior experience working with the railroad and ODOT, We suggest coordinating with these agencies with 30% design to get early input and accommodate extended permitting periods that can take six months to complete. Permits applications may be submitted following 60% design when the sewer alignment is set.

3 Construction impact on public and business

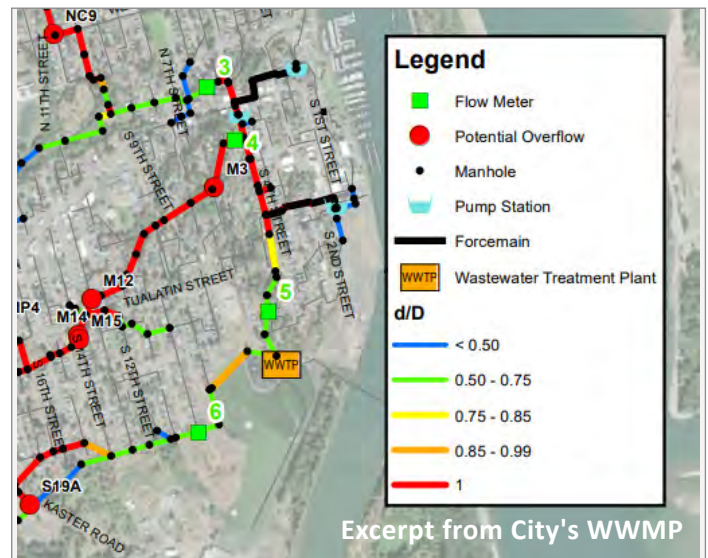
Both businesses and residents will be impacted by this project and may experience service interruptions during construction. Early outreach to impacted properties is recommended to educate the stakeholders of the project goals and potential impacts. It will also be important to coordinate with the property owners on property access requirements and then convey those to the construction contractor as part of the contract documents along with construction sequencing requirements to minimize bypass pumping and potential service interruptions.

Our team offers extensive experience with public involvement programs of all types. We have facilitated numerous low-key, “open house” informational-style public information forums. We have developed exhibits and slide shows and have led numerous workshop presentations for public officials where the general public is invited to participate. We have presented many projects as part of formal public hearing processes. The form that a particular public involvement program may take for a given assignment is often guided by the style of the managing public agency. Consor often advises on public involvement interests and assists our clients in carrying out the type of public information programming that is judged to best fit a project’s needs.

4 Basin 5 Expansion Needs Uncertain

The City intends to divert flows from Basin 4 directly to the treatment plant and reduce the hydraulic demands within Basin 5 and the Tunnel Interceptor. The RFP suggests the need to update the hydraulic model after construction and confirm the extent that capacity expansion in Basin 5 would be needed. The most expensive expansion improvement in Basin 5 is the tunnel interceptor sewer upsizing, because it will likely require mobilizing a tunneling machine.

However, Figure 18 in the WWMP suggest that this section of the interceptor may have sufficient capacity, especially after the diversion is completed. We suggest updating the model before construction is completed in Basin 4 to confirm, but we think Basin 5 improvements may be deferred or deleted. We will leverage Emily Flock, the City’s master plan lead modeler and author, to efficiently make the model updates and clarify the extent of work needed.



Begin construction in 2025

Delivering the design and obtaining permits to construct the project beginning in 2025 requires a coordinated effort between the design and permitting teams. Unfortunately, the project doesn't appear to meet the categorical exceptions from NEPA review and therefore will require additional time to complete. We will identify all permit requirements at 30% design and submit for permits at 60% design. This will allow the remaining design development to be completed while the permits are obtained. Our permitting team will complete plan review at each design stage to confirm the project is consistent with the permit conditions as well.

Target Value Delivery

We will follow a target value delivery process that will help meet the City's objective to maintain cost controls. The key steps include A) establishing the target values for cost, schedule, and risk at the project kick off, 2) completing preliminary design and cost estimate, 3) validating the targets through construction review, 4) monitoring targets through design life cycles, and 5) verifying the final design meets the value targets and is ready to advance to procurement.

See additional approach to cost management in Section 5.8.

Describe the tools your team will maintain to effectively manage the project. Provide process for making and documenting decisions.

Bill's project management approach centers on meeting the City's needs and prioritizing City feedback by keeping the project flexible and adaptive. With Bill as the project manager, the City can expect a proactive lead who will drive the project to completion and leverage internal and partner subconsultant expertise for expectation-exceeding delivery.

Tools Used by Our Project Manager

Project Management Plan: Clearly define communication lines, scope, schedule, budget, and general expectations of the team.

Change Management Plan: A defined process to document and communicate changes, including impact to scope, fee, and schedule.

PM Software: Consor's Deltek Vision software is used to track progress and report budget status in real-time, allowing project managers to confirm work progress relative to budgets and make adjustments as necessary.

Earned Value Management (EVM): The EVM process blends the project schedule with the project budget to forecast the anticipated financial path of the project.

QA/QC Plan: Define roles, identify milestones, and

utilize tracking forms to cross-check plans prior to a deliverables.

Process for Making and Documenting Decisions

Consor's process to making and documenting decisions:

- Develop a detailed alternatives analysis.
- Document anticipated changes to the project scope, budget, and schedule.
- Communicate and review the alternatives with the City's PM to make a decision.
- Once a decision is made, document the City's decision. This documentation is done through a project specific Decision Log that is maintained for the project.
- Once a decision is made and documented, work can proceed on the project in accordance with the decision. The Decision Log is regularly reviewed with the City's PM. If there are schedule and budget implications associated with the decision, an amendment will be processed at an appropriate time.

Describe internal procedures and/or policies associated or related to work quality and cost control.

We implement a comprehensive QA/QC program for our projects. The key to success is regular input from our senior-level engineers and communications throughout the process, resulting in efficient delivery of high-quality and accurate work. Sound engineering includes paying attention to the details essential for high-quality, low-maintenance, and long-lasting infrastructure, providing creative ideas to reduce cost. We will accomplish this through senior-level review of all key deliverables to provide designs that are accurate and complete. Detailed information about our policies and procedures to work quality and cost control can be found in sections 5.8 and 5.9 of this proposal.

Describe management and organizational capabilities to ensure staffing availability to meet schedule.

The schedule in Section 5.10 shows our plan to deliver the Wastewater Collection System Capacity Improvements project per the dates shown in the RFP. That schedule includes what we anticipate as the critical path and notes describing what we see as the important project-specific considerations. Below are some of the internal processes we will apply to provide staffing availability to meet schedule.

- Reviewing and updating the schedule regularly and at key milestones in collaboration with our team to track progress and identify bottlenecks. Discuss potential schedule adjustments as needed with the City PM at regular check-in meetings and document adjustments via monthly progress reports submitted with our invoices.

- Develop an initial resource plan for all staff to confirm availability through the project by assigning staff with the right qualifications. The key staff identified in this proposal have adequate availability to drive the success of your project.
- Bill will review resource allocations on a monthly basis using our Vision Resource Management system, collaborate with our other project managers

at our monthly resource meeting, and make adjustments to allocation needed.

- Bill as the respective project manager will continue to serve as the project manager during construction to provide continuity and to provide our team with the tools needed to respond to Contractor RFI's and submittals and keep them on schedule.

Tasks, Methodology, Team, Products, Input, and Timeframe

The following table provides a summary of the anticipated tasks associated with this project, the methodology and team members to be used to accomplish the tasks, the products that will result, points of input and review with City staff, and the estimated time to complete each task. We have also included possible optional tasks that might benefit the project for the City's consideration.

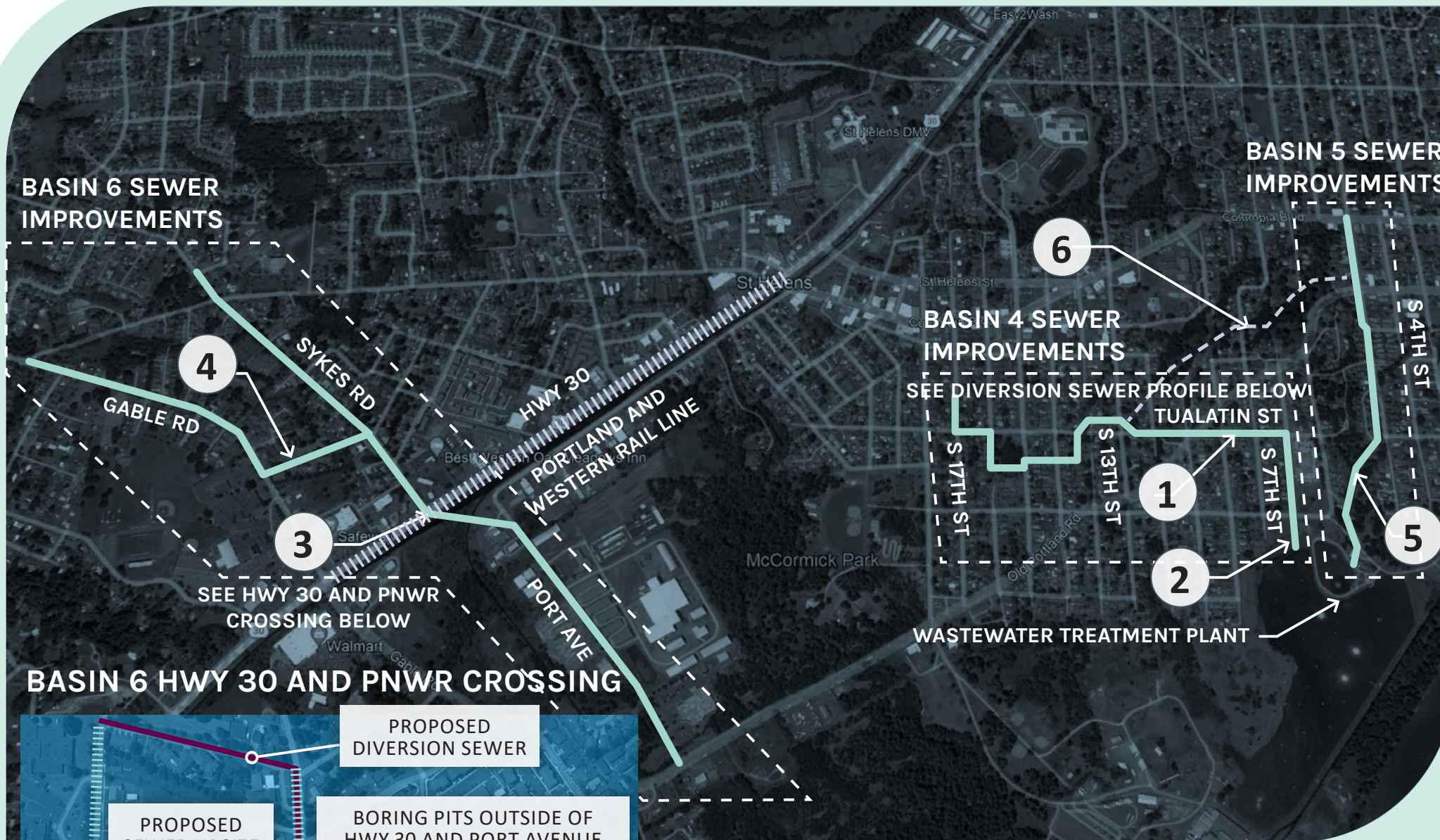
Task/Activity	Methodology	Team Member	Products/Deliverables	Points of Input with City	Estimated Time Frame
PROJECT MANAGEMENT AND COORDINATION					
Project Administration	Proactively manage the consultant team, budget, schedule, and quality of work	Consor (Bill)	Schedule updates; Invoices; Progress reports	PM Check-ins	Full duration of project
Kick-Off Meeting	In-person	Consor (Bill, Brendan, Bart); S&W (Elliott); AKS (Julie, Nick)	Agenda; Meeting Notes	Review Agenda; Attend Meeting	One time- 1/2 Day
Project Meetings	Virtual	Consor (Bill, Bart, and other team members as needed)	Agenda; Meeting Notes	Review Agendas; Attend Meetings	Monthly
Public Meetings	In Person	Consor (Bill, Brendan, Bart and Other team members as needed)	Presentation materials	Review presentation materials; Attend Meetings	Up to three
Quality Assurance/ Quality Control	Review all project deliverables with dedicated QA/QC reviewers for completeness, accuracy, integrity, and constructability.	Consor (Bill, Brendan, Internal, subconsultant work, and constructability) S&W and AKS (Internal QA/QC)	N/A	N/A	Full duration of project.
PRELIMINARY ENGINEERING AND DESIGN					
Data Collection and Review of Existing System	Request data from City and Utilities; Review and verify recommended sizing and alignment of improvements	Consor (Bill, Bart)	Data request	Provide requested data	1 month
Environmental Compliance and Permitting	HUD environmental review process; Wetland and waters delineation; Federal, State and local permitting compliance	AKS (Julie)	Permitting schedule; Draft and Final HUD Environmental Assessment documentation; Draft and Final wetland and waters delineation; Draft and Final Permit applications with supporting environmental documentation	Review draft wetlands delineation report, permit applications, and supporting environmental documentation	8 to 9 months

Task/Activity	Methodology	Team Member	Products/Deliverables	Points of Input with City	Estimated Time Frame
Survey	Conventional Total Station Survey, GPS Survey, and Aerial Drone Mapping	AKS (Nick)	One-Call Utility locate tickets; Survey base map in with topography, utilities, wetland boundaries, and title reports, property lines and easements for impacted properties	N/A	4 months
Geotechnical Investigations	Conventional geotechnical borings supplemented with Cone Penetration Tests	S&W (Elliott)	Geotechnical investigation plan; Permit applications and approvals; Draft and Final Geotechnical Report	Review TVD Alternatives and attend TVD Workshop; Review 30%, 60%, 90%, and Draft Final PS&E	3 months
Project Documents	Design project using Target Value Design (TVD) to meet the City's objectives	Conсор (key staff listed on the org chart and supplementary staff as needed)	Preliminary TVD alternatives; 30%, 60%, 90%, and Final PS&E; Comment Log with City review comments and resolution of comments	Review TVD Alternatives and attend TVD Workshop; Review 30%, 60%, 90%, and Draft Final PS&E	<u>TVD Study:</u> 3 Months <u>30% PS&E:</u> 2 Months <u>60% PS&E:</u> 3 Months <u>90% PS&E:</u> 3 Months <u>Final PS&E:</u> 2 Months
BID SUPPORT PHASE					
Prepare Bid Package	Prepare bid documents and support the City in the bidding process	Conсор (Bill and Bart)	Bid documents; Addenda; Bid Tabulation; Recommendation of Award	Coordination regarding advertising and bid opening	4 weeks
CONSTRUCTION SUPPORT SERVICES					
Construction Support	Provide engineering services, attend meetings, and perform periodic inspections to support the City during construction	Conсор (Bill, Bart, and Justin and other team members as needed)	Agendas; Meeting Notes; Responses to RFIs, Submittal responses; Inspection reports; Record drawings	Regular coordination with City staff for the duration of construction	TBD, 200 days minimum
OPTIONAL WORK TASKS					
1. Hydraulic Model Update	Confirm improvement needs	Conсор (Emily)	Technical memorandum with model update results	Provide model and review tech memo and findings	1 month
2. Prepare Legal Descriptions and Exhibits	Prepare legal descriptions and exhibits to support easements acquisitions if needed	AKS (Nick)	Legals descriptions and exhibits	Review draft and final description	1 month

Legend - Team Members

Conсор (Bill Evonuk, Brendan O'Sullivan, Bart Stepp, Justin Reeves, Emily Flock); **Shannon & Wilson** (Elliott Mecham); **AKS Engineering & Forestry** (Julie Wirth-McGee, Nick White)

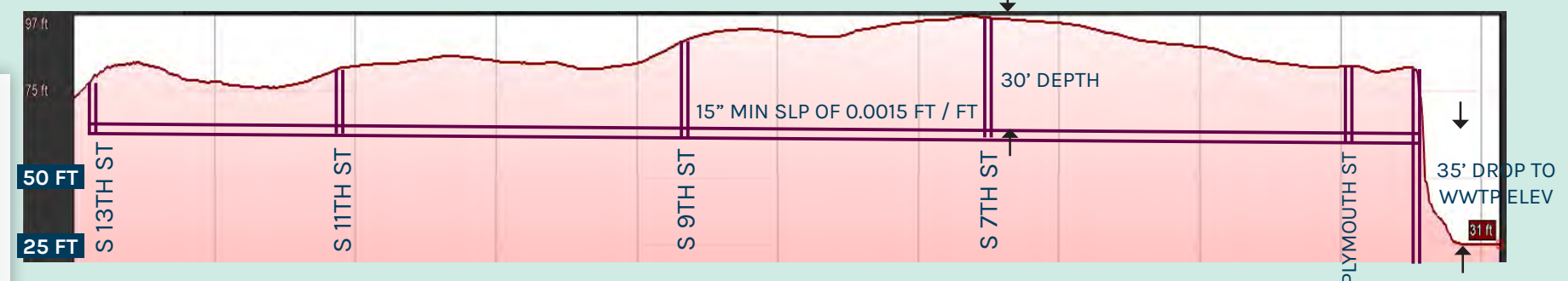
UNDERSTANDING AND KEY ISSUES MAP



Key Issues Notes

- 1 The 15" diversion sewer will be 30-ft deep as shown on the Basin 4 Diversion Sewer Profile and may require significant rock excavation. Open excavation is very expensive and disruptive to residents. A trenchless boring machine will be evaluated as an alternative installation method.
- 2 The diversion sewer must drop over 30 feet from Plymouth Street to the WWTP elevation as shown on the Basin 4 Diversion Sewer Profile. The Masterplan indicates the existing sewers leading to the plant surge during peak flows, so a new sewer may need to extend to the plant. This will be further evaluated during preliminary design with consideration of dissipating the water energy using a vortex manhole to limit erosion of the receiving sewers.
- 3 Upsizing the sewer in its existing alignment may not be possible and will require bypass pumping around Hwy 30 and the railroad. Considering a new alignment to avoid costly bypass pumping across port Avenue may be the most feasible option and allow the existing crossing to remain active during construction. See the inset crossing plan.
- 4 This diversion sewer appears to cross through two private parcels according to Columbia County Web Maps. Identifying and acquiring easements at 30% design will help to maintain the 2025 construction target.
- 5 Upsizing the combined tunnel sewers to a single 42-inch pipe will be challenging and may require boring a new parallel sewer. We recommended confirming if the tunnel sewer still needs to be upsized with the Basin 4 flow diversion. If yes, then evaluating options of boring a new line in the existing alignment or a new alignment would be considered.
- 6 Diverting flow from the canyon sewer may cause more solids to deposit and require more frequent cleaning. Future sliplining to reduce the diameter may increase the fluid velocity if needed.

BASIN 4 DIVERSION SEWER PROFILE



5.8 Cost Management Approach

Cost management approach and methodology

As a client service-oriented firm, the majority of Consor's business is repeat work with existing clients. This track record reflects the importance we place on implementing project controls and procedures that allow us to consistently deliver projects that meet our clients goals. Bill is responsible for Cost Control as well as for managing project scope and schedule. To accomplish this, we will manage the project to meet the established design budget as well as the overall project budget.

Design Cost Control

Cost control starts with negotiating a scope of work that covers all the tasks and deliverables needed to achieve the project goals. Bill will build a Project-Specific resource plan and budget in our Deltek Vision software to track progress. This system reports budget status in real-time, allowing project managers to confirm work progress relative to budgets and adjust as necessary. Invoices are generated at the end of the month by the software, providing the project manager with a summary of the month's activity, progress and to-date expenditures for each task, which can be used to assess progress and budget (earned value). If Bill believes there is a potential for a budget issue, he will communicate with the City PM immediately regarding the problem he sees as well as offering some options for course-correction.

Overall Project Cost Control

Construction costs for this project will heavily outweigh the design costs and will need to be actively managed throughout the design process. We will use a Target Value Design (TVD) approach using in house experts to meet the City's project goals. First we will meet with the City to establish the target cost, schedule and risks. During the preliminary design phase we will review potential alternatives by utilizing Emily Flock to review the City's model, review alternative methods of construction based on our team's (Brendan O'Sullivan and others) first-hand knowledge of the area, prepare preliminary cost estimates by in-house experts, review material life-cycle costs, and perform constructibility analysis by in-house construction experts. These alternatives will be reviewed with the City to confirm the desired project direction. At each design milestone we will compare the TVD outcome with the current design cost estimate to confirm the project is on track. If changes are needed, we will review the potential changes with the City to confirm any new direction the project should take to remain within the City's goals.

Project Initiation

- Project Management Plan
- Review Data & Identify Needs
- Project Kick-off Meeting
- Monthly review of design budget and schedule



Confirm Performance Goals

- Existing Document Review
- Preliminary Model Analysis
- Confirm City's targets for performing Target Value Design



Site investigations

- Draft Investigation Plan
- Investigation Plan Workshop
- Geotechnical Explorations & Data Report
- Provide sufficient data for contractors to accurately bid the projects



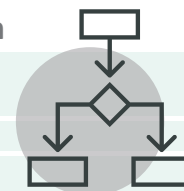
Target Value Design Analysis

- Analyze potential alternatives
- Estimate costs of alternatives with in-house experts
- Review constructibility of alternatives
- Prepare draft TVD memo and recommendations
- Conduct TVD workshop with City to review/confirm findings



Iterative Design Approach

- Review TVD analysis at each design deliverable
- Update cost estimates
- Confirm estimated costs are within City's budget goals
- Perform constructibility analysis by in-house experts
- Make design changes to meet the City's goals



Strategic Bidding Approach

- Plan bidding when contractors are hungry for work
- Look at potential for multiple construction contracts to meet schedule
- Set appropriate pre-qualifications to minimize potential for change orders



5.9 Quality Management Approach

BEST MANAGEMENT PRACTICES:

- Team flexibility – work and electronic file sharing.
- Distribute CADD standards for project uniformity and consistency.
- Pursue value added measures at every stage to reduce re-work.
- Utilize our proven internal project development process to assure bid ready plans.
- Make the City aware of upcoming submittals and unresolved issues.
- Optimize local resources to minimize delivery costs

Conсор's team approach is to work as an extension of the City's staff and deliver PS&E projects that are bid ready including deliverables that are complete, accurate, and consistent and which highlight safety and constructability. **Conсор is an ISO 9001 certified firm.** We have a QA/QC process that is audited internally and externally and assures an ever-improving product to our clients. Our project management and QA/QC processes are designed for consistency and start at project inception and continues through every milestone to completion.

QA/QC PROCEDURES:

- QA/QC Manager (Brendan O'Sullivan) will conduct a QA review of intermediate/final deliverables and back-check so corrections are completed at various design stages/project completion.
- Create a project-specific Quality Management Plan (QMP) to be followed by the design team.
- Schedule appropriate time to thoroughly review all subconsultants plans, quantities, and specifications.
- Review milestone deliverable expectations with the City so we exceed expectations.
- Assemble project-specific design criteria and discipline checklists used throughout the life of the project.
- Distribute QMP to all team members at project kick-off, and familiarize them with the QMP.

ERRORS/OMISSIONS (E&O) PREVENTION

- Review lessons learned database comments/ revisions from previous projects completed to help reduce future errors; improves deliverable accuracy while helping us "do it right the first time."

BACKCHECKING AND VERIFICATION:

- PM reviews responses to comments to verify they are addressed, or clarification is received. Responses are provided either on plans or Excel spreadsheet and tracked to resolution.
- Scan all documents and maintain archives.
- Maintain quantity notebooks. Calculations are reviewed and initialed.
- Discuss all comments and responses with the project team and subconsultant so impacts to other design elements are considered and addressed.

QUALITY ASSURANCE

- Independent engineer will conduct QA review of final deliverables and verify so corrections are completed and consistent.
- Review will be performed at various stages of design and at project completion.
- Review typically includes inquiry into design assumptions, codes and regulations, constructability of the project, and feasibility to meet City goals.

CONSTRUCTABILITY REVIEW:

- Review is performed by in-house construction, engineering, and inspection (CE&I) staff to identify phasing, right-of-way, access, adequacy of details, pay items, and potential for change orders.
- Coordinate with material suppliers to review that availability and pricing is consistent with the design assumptions.* Review construction sequencing notes and bypassing plans to identify potential issues with maintaining sewer service without risk of overflows.

Justin Reeves, PE will lead the constructability review. He has significant experience working with municipalities. His familiarity and knowledge will be a value-added asset to the project team.

At 30%, we will check that the TCP concept is safe and constructible, identify access issues and right-of-way/easement for construction, discuss cost-saving ideas, and review cross sections.

At 60%, we will perform a field verification of the design.

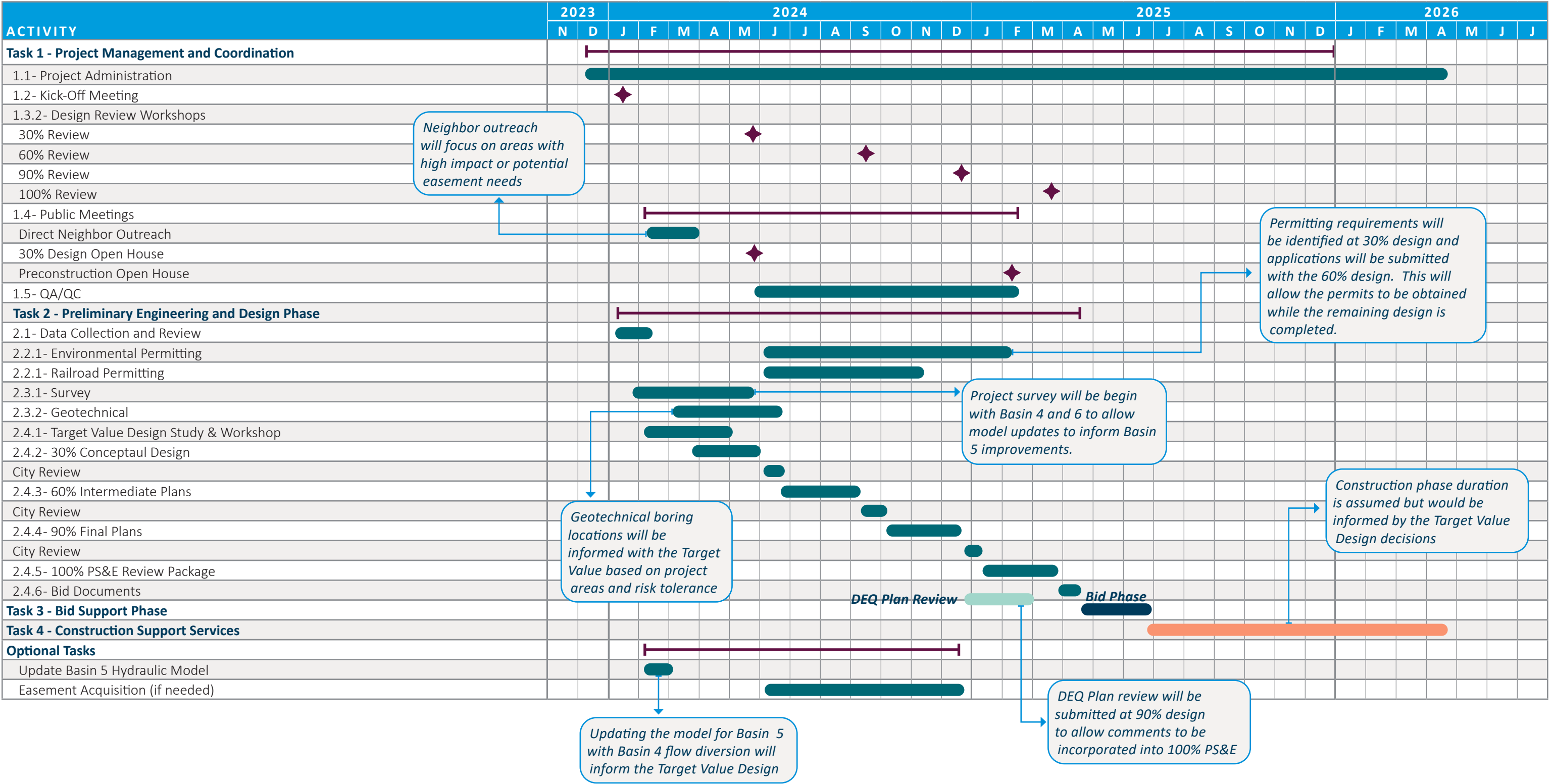
- Visit the field to check utility changes/development, condition of pavement/shoulders, and review traffic conditions for potential detours.
- Check TCP details for safety and duration, and suggest cost/time concepts.

At 90%, we will review pay items for usual pitfalls, change orders, check for safety, and review structure details.

- Use a constructability design review checklist and a lesson-learned library of previous errors & omissions (E&Os).

5.10 Project Schedule

The proposed project schedule follows the scope of work included in the RFP and meets the City’s objective to construct the project by 2025. Using the streamlined approach of early identification and application of permitting clearances while the advanced design development is completed, the delivery schedule is reduced by 6 months. We have included the optional tasks identified in our approach to this schedule to illustrate how they would work with the project if selected. The construction phase assumes that each of the basins are constructed.



5.11 Past Projects

1. SANITARY SEWER REHABILITATION PROGRAM

CITY OF ST. HELENS, OR



With shallow sewer systems due to the presence of hard rock, the City was uniquely susceptible to inflow and infiltration (I/I) and localized flooding. With a relatively large portion of the existing sanitary sewer facilities located in backyards and side yards within public utility easements, the evaluation of the rehabilitation or replacement techniques was paramount to success. To minimize the impacts to the both traveling public and to residents, the design team (including the owner) preferred to rehabilitate sewers in place using trenchless techniques rather than the traditional open-cut construction method.

By using trenchless techniques, the project team minimized the footprint of construction and resolved access issues presented by existing properties appurtenances that made access with standard construction equipment (excavators and loaders) nearly impossible. In addition to the sewer inspection, condition assessment, and trenchless technique evaluation, other tasks included geotechnical explorations, easement planning and acquisition, sewer structure replacement/repair, environmental and cultural resource services, stormwater and hydraulic design, environmental clearances, and permitting.

CONSULTANT'S ROLE:

Prime

KEY STAFF:

- Brendan O'Sullivan, PE (Project Manager)
- Bill Evonuk, PE (QA/QC Reviewer)

DURATION:

01/2009 to 07/2017

CONTRACT VALUE:

\$1.1M

LOCATION:

St. Helens, OR

PROJECT CONTACT:

Sharon Darroux, Engineering Manager,
City of St. Helens

p: 503.366.8243

e: sdarroux@sthelensoregon.gov

[Conсор] did a tremendous job in assisting the City with the I/I reduction project that included over 53,000 linear feet of sanitary sewer rehabilitation work and 22,000 linear feet of storm drainage improvements. Because of the timelines set forth by the ARRA program, the design schedule was extremely accelerated. Murraysmith provided exceptional performance in delivering designs on time and within the project budget

—Sue Nelson, Former Public Works Director, City of St. Helens)

Key Project Elements

- Sewer condition assessment
- Challenging site constraints demanded minimal impact to the public and residents
- Design of over 75,000 linear feet of pipeline rehabilitation employing numerous trenchless technologies

2. JASPER TRUNK SEWER PHASES 1, 2, AND 3

CITY OF SPRINGFIELD, OR



Conсор provided complete engineering services to the City of Springfield for the Jasper Road Trunk Sewer project. Services included detailed alternatives analysis, design, bidding and construction management. The project consisted of approximately 20,000 feet of new gravity trunk sewer ranging from 12 to 27 inches in diameter.

The project provides service to previously unserved areas in the southeast portion of the City and includes additional connecting mains to allow for the abandonment of three existing sewage pump stations. Routing challenges along the proposed trunk sewer corridor includes an existing roadway and parallel railroad, underground and overhead utilities, wetlands, areas of shallow solid rock, easements and county right-of-way.

The project involved hydraulic modeling, highway and railroad permitting, and environmental permitting. Conсор also provided property acquisition services for easements, as well as support to the City for a public information program.

CONSULTANT'S ROLE:

Prime

KEY STAFF:

- Bill Evonuk, PE (Project Engineer & Phase 3 Project Manager)
- Brendan O'Sullivan, PE (QA/QC)
- Julie Wirth-McGee, PWS (Environmental Permitting)

DURATION:

- Phase 1- 2009 to 2011
- Phase 2- 2010 to 2012
- Phase 3- 2020 to ongoing

CONTRACT VALUE:

\$1.3M

LOCATION:

Springfield, OR

PROJECT CONTACT:

Jeff Paschall, Managing Civil Engineer, City of Springfield

p: 541.726.1674

e: jpaschall@springfield-or.gov

Key Project Elements

- Alignment alternatives analysis and cost estimating
- Large diameter sewer design
- Deep sewer installation
- Railroad and ODOT permitting
- Environmental Permitting
- Trenchless Installation

3. 58TH STREET SEWER SANITARY SEWER

CITY OF SPRINGFIELD, OR



The City had experienced severe system surcharges and risks of overflows in the City's Thurston Trunk sewer, a gravity interceptor that serves a significant portion of east Springfield. A solution was found in available capacity in the City's Main Street trunk sewer, which lies parallel to the Thurston Trunk, approximately 5,000 feet to the south. Through preliminary design, Consor established that an 18-inch diameter bypass sewer could provide sufficient relief to remedy the surcharging. Because the amount of available vertical drop between the trunk sewers only allow for minimum slope even through the manholes, potential conflicts with existing utilities needed to be carefully addressed prior to construction.

Two of the original routing alternatives were eliminated because of existing conflicts. Other key interests include diversion structure design, state highway coordination, and permitting for trenchless highway crossing, Bonneville Power Administration easement acquisition through an existing greenway, and extensive coordination with local businesses and the public

CONSULTANT'S ROLE:

Prime

KEY STAFF:

- Bill Evonuk, PE (Project Manager)

DURATION:

June 2011 to December 2012

CONTRACT VALUE:

\$240,000

LOCATION:

Springfield, OR

PROJECT CONTACT:

Jeff Paschall, Managing Civil Engineer, City of Springfield

p: 541.726.1674

e: jpaschall@springfield-or.gov

Key Project Elements

- Sewer condition assessment
- Challenging site constraints demanded minimal impact to the public and residents
- ODOT Permitting
- Trenchless Installation

4. CEDAR MILL TRUNK JENKINS TO BEAVERTON INTERCEPTOR

CLEAN WATER SERVICES (CWS), OR



This project included replacing 4,200 feet of existing 36-inch reinforced concrete sewer pipe that was upsized with new 48-inch diameter fiber reinforced polymer pipe. Clean Water Service's (CWS) calibrated sanitary sewer model for the Cedar Mill Sanitary Trunk indicated that the existing 36-inch diameter reinforced concrete pipe would be capacity-deficient by 2025. In 2019, CWS conceived the project to replace 4,200 feet of the existing sewer with a new 48-inch diameter trunk via the design-bid-build model. An alternatives analysis identified a preferred alignment for the new trunk sewer.

During design, CWS switched the project delivery method to CM/GC, capitalizing on contractor engagement and facilitating early work packages to expedite schedule and navigate environmental constraints to complete construction by end of 2022. The alternatives analysis also resulting in the selection of the fiber reinforced polymer pipe as the 48-inch diameter pipe material for the sewer upsizing due to its light weight and anti-corrosion properties. A crossing of the TriMet Light Rail embankment required a blind auger bore be completed before access at the receiving shaft was possible, due to multiple construction constraints dictated by project stakeholders and schedule. The project also increased stream resiliency and connectivity of wetland complexes to combat hydromodification and added and improved boardwalks impacted by construction to appurtenances increasing park usability.

CONSULTANT'S ROLE:

Prime

KEY STAFF:

Brendan O'Sullivan, PE (Project Manager)

DURATION:

4/2018 - 12/2022

CONTRACT VALUE:

\$988K

LOCATION:

Beaverton, OR

PROJECT CONTACT:

Wade Denny, PE, Principal Engineer, Clean Water Services (CWS), OR

p: 503.547.8117

e: DennyW@cleanwaterservices.org

Key Project Elements

- Sewer pipe upsizing
- Access challenges
- Dewatering challenges
- Sensitive areas

5. ROCK CREEK SANITARY TRUNK LINE UPSIZING - PHASES 1 & 2

CITY OF SHERWOOD, OR



This project includes replacing 3,800 feet of existing 15- and 18-inch diameter sanitary trunk line that will be upsized with new 24- and 27-inch diameter trunk sewer, respectively. The alignment of the sewer runs across Tualatin-Sherwood Road and Union Pacific Railroad rights-of-way, and through private property, the Tualatin River National Wildlife Refuge, and designated wetlands and vegetated corridors.

The upsizing of the sewer is being completed with multiple installation techniques (open cut, and auger boring) that were established through the alternatives analysis stage of the project. The project includes cultural resource investigations, wetland delineation, geotechnical investigations, state/federal environmental permitting, and wetland restoration.

Phase 1 of the project experienced multiple challenges during construction due to the Covid-19 pandemic, material supply issues/delays, and contractor labor shortages. These challenges resulted in a second construction season being required to complete the installation of the dry sewer pipe. Phase 2 will complete the installation of the upsized sewer and reconnection to the existing sewer trunk.

CONSULTANT'S ROLE:

Prime

KEY STAFF:

Brendan O'Sullivan, PE (Project Manager)

DURATION:

Phase 1: 4/2019- 6/2023

Phase 2: 9/2024 - Ongoing

CONTRACT VALUE:

Phase 1: \$1.4M (Design & Construction)

Phase 2: \$755,000 (Design)

LOCATION:

Sherwood, OR

PROJECT CONTACT:

Jason Waters, PE, City Engineer, City of Sherwood, OR

p: 503.925.2304

e: watersj@sherwoodoregon.gov

Key Project Elements

- Permitting (environmental and local)
- Bidding support and construction management
- Trenchless crossing of a 190-linear foot county roadway right-of-way with a 30-foot tall embankment
- Right-of-way acquisition

5.12 Reference

The following client representatives are familiar with Consor's quality of work. We encourage the City to contact any of our client references.

CITY OF ST. HELENS, OREGON

Sharon Darroux | Engineering Manager

a: 265 Strand Street, St. Helens, OR 97051

p: 503.366.8243

e: sdarroux@sthelensoregon.gov



Project:

#1. Sanitary Sewer Rehabilitation Program

CITY OF SPRINGFIELD, OREGON

Jeff Paschall | Managing Civil Engineer

a: 225 Fifth Street, Springfield, OR 97477

p: 541.726.1674

e: jpaschall@springfield-or.gov



Projects:

#2. Jasper Trunk Sewer Phases 1, 2, and 3

#3. 58th Street Sewer Sanitary Sewer

CLEAN WATER SERVICES (CWS), OREGON

Wade Denny, PE | Principal Engineer

a: 2550 SW Hillsboro Hwy, Hillsbor, OR 97123

p: 503.547.8117

e: DennyW@cleanwaterservices.org



Project:

#4. Cedar Mill Trunk Jenkins to Beaverton interceptor

CITY OF SHERWOOD, OREGON

Bob Galati, PE | City Engineer

a: 15527 SW Willamette Street Sherwood, OR 97149

p: 503.925.2303

e: jGalatiB@SherwoodOregon.gov



Project:

#5. Rock Creek Sanitary Trunk Line Upsizing - Phases 1 & 2



Consor's recognition as one of the country's top 50 Trenchless Design Firms by Trenchless Technology magazine is a result of the emphasis our firm places on developing innovative solutions that reduce risk, minimize costs, and lessen the social and environmental impacts for our clients and the communities in which we live and work. We are currently providing these services for the Cities of Newberg, Portland, and Dundee.

APPENDIX

A - Resumes

B - Contract Change Requests

Appendix A - Resumes

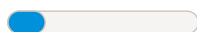


BILL EVONUK, PE | *Project Manager*

EXPERIENCE

23 years

PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:

 20%

LOCATION

Portland, OR

EDUCATION

BS, Civil Engineering,
University of Portland

REGISTRATIONS

Professional Engineer- OR
& WA

UNIQUE QUALIFICATIONS

- Experienced project manager who understands how to deliver complex, high-quality pipeline projects
- Program Management
- Gravity Sewer Design
- Trenchless Design
- Alternatives Analysis
- Pipeline Routing Analysis
- Environmental Permitting
- ODOT Permitting
- Railroad Permitting
- Cost Estimating
- Construction Management

Bill will serve as project manager, providing direct, local coordination with St. Helens during design, permitting, and construction management. Bill brings technical expertise and project management experience on projects similar to the Wastewater Collection System Capacity Improvements project, which will help cement our team and keep this project on track. He is a highly experienced project manager with the ability to lead multiple complex projects at once. Leveraging the skills of this experienced team, Bill will be committed, available, and focused on high-quality and timely delivery.

Current Assignments - Project name | % of time spent | Estimated completion date:

Tualatin Moving Forward Transportation Bond Program, City of Tualatin, OR | 40% | 12/2023; **Storm Assessment - River Road Santa Clara**, Lane County, OR | 15% | 12/2024; **McKenzie River Intake, Pump Station, and Water Treatment Plant**, Springfield Utility Board OR/STANTEC | 20% | 12/2028; **Jasper Trunk Sewer Phase 3**, City of Springfield, OR | 10% | 12/2024; **KC City Engineer**, City of King City, OR | 5% | Ongoing

KEY PROJECT EXPERIENCE

SANITARY & STORM SEWER REHABILITATION PROGRAM, CITY OF ST. HELENS, OR; QA/QC Reviewer.

Working along Brendan, Bill served as QA/QC reviewer assisting the City of St. Helens with a \$10 million storm and sanitary sewer system rehabilitation and I&I reduction program involving improvements to both sanitary sewer and storm drainage systems. Work involved developing assessment and prioritization tasks for approximately 75,000 linear feet of sanitary and storm sewer rehabilitation and reconstruction. This work involved a holistic approach that both remedied I/I and improved stormwater routing. Piping improvements included open cut construction, CIPP, pipe bursting, as well as pipe ramming.

JASPER TRUNK SEWER PHASES 1, 2, AND 3, CITY OF SPRINGFIELD, OR;

Project Engineer / Phase 3 Project Manager. Bill served as project engineer for phases 1 and 2, and is currently serving as project manager for phase 3 of the Jasper Trunk Sewer project for the City, which consists of approximately 20,000 feet of new gravity trunk sewer ranging from 12 to 27 inches in diameter. The project will serve a previously unserved area in the southeast portion of the City and includes additional connecting mains to allow for the abandonment of three existing sewage pump stations and for the extension of gravity sewer service into a currently developing area of the City. The project is complicated by routing challenges along the proposed corridor, including an existing roadway and parallel railroad, underground and overhead utilities, and wetlands. The project involves a routing alternatives analysis, hydraulic modeling, and highway, railroad, and environmental permitting.

12TH STREET SANITARY SEWER REHABILITATION, CITY OF MCMINNVILLE, OR; Project Manager.

This project included rehabilitation and replacement of approximately 20,000 feet of sanitary sewer mains ranging in size from 6- to 24-inch in diameter. This project required close coordination with property owners, as many of the mains were located along back lot lines. The project also included replacing laterals within the right-of-way, pavement rehabilitation, and new ADA-compliant curb ramps.

PROJECT EXPERIENCE CONTINUED...

58TH STREET SANITARY SEWER BYPASS, CITY OF SPRINGFIELD, OR; *Project Manager*. The City experienced severe system surcharges and risks of overflows in the Thurston Trunk sewer, a gravity interceptor that serves a significant portion of east Springfield. A solution was found in available capacity in the City's Main Street trunk sewer, which lies parallel to the Thurston Trunk, approximately 5,000 feet to the south. Through preliminary design, Consor established that an 18-inch diameter bypass sewer could provide sufficient relief to remedy the surcharging. Because the amount of available vertical drop between the trunk sewers only allow for minimum slope, even through the manholes, potential conflicts with existing utilities needed to be carefully addressed prior to construction. Other key interests include diversion structure design, state highway coordination, Bonneville Power Administration (BPA) easement acquisition through an existing greenway, and extensive coordination with local businesses and the public.

FRANKLIN/MCVAY SANITARY SEWER LINE EXTENSION, CITY OF SPRINGFIELD, OR; *Project Manager*. This project consisted of extending an existing gravity trunk sewer approximately 5,000 feet into the Glenwood area near the Willamette River with new 18-inch diameter pipeline and modifications to an existing pump station and force main. Murraysmith managed all aspects of the project, included survey, geotechnical explorations, permitting, preparing alternatives analysis and preliminary design report, final design, traffic control design, and construction management and inspection. The project also included close coordination with the Union Pacific Railroad for a portion of the new sewer to be constructed under an existing railroad trestle. Murraysmith also assisted the City with an accelerated jurisdictional transfer of Franklin Boulevard/McVay Highway from the Oregon Department of Transportation (ODOT) to the City of Springfield to allow closure of the roadway during construction.

LARGE-SCALE SANITARY SEWER REHABILITATION PROGRAM, CITY OF PORTLAND, BUREAU OF ENVIRONMENTAL SERVICES, OR; *Project Manager/Project Engineer*. Bill served as the project manager on several project assignments under the City of Portland's \$250M large-scale sewer rehabilitation program involving structural repairs and replacement of critical combined and sanitary sewers throughout the city. Murraysmith completed condition assessment and designs of roughly 200,000 feet of sewer mains under this program.

SANITARY SEWER REHABILITATION, CITY OF SPRINGFIELD, OR; *Project Engineer*. Bill served as project engineer for a major collection sewer upgrade program for the City of Springfield. He assisted with the design, including preparation of plans, specifications, and estimates for the project, which included rehabilitation or replacement of approximately 45,000 feet of 8-inch to 42-inch diameter sewer mains, 11,500 feet of service laterals, over 500 cleanouts, and 115 manholes. Much of this work was on private property. Pipeline rehabilitation involved both cured-in-place pipe (CIPP) and pipe bursting trenchless construction. The program included nine separate construction contracts.

DAWSON CREEK SEWER DIVERSIONS, CLEAN WATER SERVICES, OR; *Project Engineer*. Discharges by large industrial customers began causing issues with the Dawson Pump Station and force main system, reducing capacity and increasing risk of overflows. The least-cost solution was to divert industrial flows around the pump station into the existing gravity trunk sewer, and use the pump station to pump only domestic-type flows. Two upstream diversions were constructed to reroute upstream domestic flows into the west 42-inch diameter interceptor, and industrial flows into the east 42-inch interceptor. Bill led the design of the diversion structures and modifications at the existing pump station.



BRENDAN O'SULLIVAN, PE | *Principal-In-Charge, QA/QC/Technical Advisor*

An expert in sewer rehabilitation projects involving trenchless methods, Brendan is an excellent resource for design and constructability. He has the institutional knowledge and relationships with districts permitting and acquisition staff and local stakeholders to make the design and permitting of the Wastewater Collection System Capacity Improvements project successful. He has served in a variety of design and construction administration roles on large and small diameter sanitary and storm sewers, delivering many of those projects in Oregon and Washington.

Current Assignments - Project name | % of time spent | Estimated completion date:

Rock Creek Sewer Upsizing, Phase 2, City of Sherwood, OR | 25% | 03/2025; **Rural Transmission Line Replacement, Phase 1**, City of Tillamook, OR | 20% | 10/2026; **Boeckman Creek Sewer Replacement, Phase 1**, City of Wilsonville, OR | 20% | 03/2024; **Sanitary Sewer Master Plan**, City of Tillamook, OR | 10% | 05/2025; **SW Shattuck-Windsor Court Waterline Replacement**, Valley View Water District, OR | 5% | 11/2024; **Schoenbar Culvert Rehabilitation**, City of Ketchikan, AK | 5% | 08/2024

EXPERIENCE

18 years

PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:

10%

LOCATION

Portland, OR

EDUCATION

BS, Civil Engineering,
University of Portland

REGISTRATIONS

Professional Engineer- OR,
WA, TX, & TN

UNIQUE QUALIFICATIONS

- Gravity Sewer Design
- Trenchless Technologies
- Environmental Permitting
- Sewer Pipe Condition Assessment
- Sanitary Sewer Rehabilitation
- Sewer Piping Rehabilitation
- Inflow & Infiltration Rehabilitation

KEY PROJECT EXPERIENCE

SANITARY & STORM SEWER REHABILITATION PROGRAM, CITY OF ST. HELENS, OR; *Project Manager*.

Brendan served as project manager on this project that includes the rehabilitation of approximately 75,000 feet of sanitary sewer pipe ranging from 6 to 12 inches in diameter via pipe bursting, cured-in-place pipe, sliplining, and conventional open trench excavation methods, and the construction of new stormwater collection facilities. His responsibilities included pipeline condition assessment, long-range cost estimating, and critical path scheduling for bidding and construction to complete the project over a multi-year construction schedule governed by available funding. Project also included the installation of 66" storm culvert installed via pipe ramming to convey surface flows removed from the sanitary sewer.

CEDAR MILL CREEK SANITARY/STORM TRUNK, CLEAN WATER SERVICES, OR; *Project Manager*.

This project involves the upsizing of 4,900 feet of existing 36-inch diameter concrete gravity trunk sewer with a new 48-inch diameter sewer. The Murraysmith team completed the alternatives analysis, preliminary design, and final design and is currently providing construction phase support for the project. The sewer alignment travels through a larger wetland complex in Washington County the require extensive permitting and erosion control design

ROCK CREEK SANITARY TRUNK LINE UPSIZING - PHASES 1 & 2, CITY OF SHERWOOD, OR; *Project Manager*.

Consor recently completed the design of the Phase 1 Rock Creek Sanitary Sewer Upsizing project which includes the upsizing of approximately 1,200 feet of capacity-deficient 18-inch diameter sanitary sewer trunk within a new 24- inch diameter PVC sewer trunk and appurtenances. The new trunk sewer will be installed via open cut with a trenchless crossing via auger boring method at SW Tualatin-Sherwood Road. Consor is currently providing full construction management services including on-site observations. Brendan served as the Project Manager and Engineer of Record for the design phase and is currently serving as Project Manager for the Construction Management phase of the project.

BROOKMAN TRUNK SEWER PHASE 1, CLEAN WATER SERVICES, OR; *Project Manager*.

Brendan led an interdisciplinary team of engineers and environmental consultants performing the alternatives analysis phase of this project. This project involves extending an existing 15-inch diameter sanitary sewer trunk within the City of Sherwood, for two miles through unincorporated Washington County, Urban Reserve Area and crossing 99W to serve a new high school and development area in west Sherwood. In addition to extending the existing sanitary sewer trunk, the initial phase included evaluation of a suite of enhancement actions within the stream, wetland and riparian corridor to address stream resiliency and hydromodification.



BART STEPP, PE | *Lead Design Engineer*


Bart has 27 years of experience in water and wastewater system planning, design, construction, operations, and management. Bart worked 4 years for a state drinking water authority, 16 years for public agencies, and 7 years as a consultant. This rather unique combination of work experience as a regulator, water operator, and as a consultant gives him a wide range of experience and knowledge to deliver the best solution for the client.

Current Assignments - Project name | % of time spent | Estimated completion date:
Camrosa Water District PV Well 2 | 15% | 08/2024; **Yacolt Water System Consolidation** | 20% | 12/2025; **Clean Water Services Lift Station Siting Studies** | 10% | 1/2024; **Battle Ground Well 6 Iron and Manganese Treatment** | 10% | 12/2024

EXPERIENCE

27 years

PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:

 40%

LOCATION

Portland, OR

EDUCATION

MSCE, Civil Engineering,
University of Portland;

BS, Mathematics, College of
Idaho

REGISTRATIONS

Professional Engineer- OR
& WA

Water Distribution Level 4
Operator – OR & WA

UNIQUE QUALIFICATIONS

- Wastewater System Design
- Wastewater Operations and Management
- Water Treatment Design
- Water System Planning
- Water System Operations and Management
- Construction Management of Municipal Treatment Facilities

KEY PROJECT EXPERIENCE

WOODLAND WASTEWATER COLLECTION SYSTEM IMPROVEMENTS, WOODLAND, WA; *Public Works Director*.

Bart oversaw a major wastewater collection system improvements project in the older part of town. The project was a mixture of replacing existing sewer mains with new sewer mains with traditional trench construction and cured in place pipe (CIPP) sewer lining. Bart was responsible for all parts of the project including design, bidding, and construction.

SILVERTON MCCLAIN STREET PROJECT, CITY OF SILVERTON, OR; *City Engineer*.

Bart provided construction management services for this road improvement project, including day-to-day construction observation. Project consisted of reconstructing a major collector road through the heart of town that included water, storm, and sewer utility improvements. Over 2,000 feet of old 8" sewer main was replaced with 10" PVC sewer main along with new sewer services to residences and businesses along McClaine Street.

SILVERTON 2022 CIPP PROJECT, CITY OF SILVERTON, OR; *City Engineer*.

Bart designed and managed a CIPP sewer lining project of several thousand feet of 8" sewer main.

LA CENTER WASTEWATER TREATMENT PLANT, CITY OF LA CENTER; *City Engineer*.

Bart managed the Contractor and Design Consultant during the construction of an \$11 Million wastewater treatment plant upgrade that converted a sequence batch reactor (SBR) plant to a membrane bio-reactor (MBR) plant in La Center, Washington.

SILVERTON WWTP HEADWORKS IMPROVEMENTS PROJECT, CITY OF SILVERTON, OR; *City Engineer*.

Bart managed the design and construction of a new headworks screen at the Silverton Wastewater Treatment Plant. The new screen was installed in an existing bypass channel and was completed without any downtime of the existing system. The new screen has 1/8" openings and replaced the existing screen that had 1/2" openings. The increased screening removal significantly reduced the amount of solids entering the plant, improving operations.

RUSTLEWOOD SEWER CIPP PROJECT, RUSTLEWOOD, MASON COUNTY, WA; *Deputy Director*.

Bart managed the design, bidding, and construction of a CIPP project in the Rustlewood Community in Mason County, WA that lined the entire sewer system for the residential community.



EMILY FLOCK, PE | *Hydraulic Modeling*

EXPERIENCE

9 years

PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:

10%

LOCATION

Portland, OR

EDUCATION

BS, Environmental Engineering, Oregon State University

REGISTRATIONS

Professional Engineer- OR

UNIQUE QUALIFICATIONS

- Utility master planning
- Computerized hydraulic analysis & modeling
- Capital improvement program development
- Infiltration and inflow analysis
- Flow monitoring field work and analysis

Emily brings more than nine years of experience in wastewater, water, and stormwater master planning. She specializes in hydraulic modeling, working in InfoWater Pro, InfoSWMM, PCSWMM and other platforms. She enjoys working closely with public works staff to understand their system and develop quality solutions in a cost-effective manner. Emily excels at analyzing system conditions and utilizing hydraulic models to optimize facilities and provide practical improvements to meet system needs. Emily's collaborative approach prioritizes operations and simple design to meet the goals of her clients

Current Assignments - Project name | % of time spent | Estimated completion date:

Water System Master Plan, City of Dalles, OR | 25% | 6/2024; **Boeckman Creek**

Sewer Interceptor, City of Wilsonville, OR | 20% | 03/2024

KEY PROJECT EXPERIENCE

SEWAGE COLLECTION SYSTEM STUDY, CITY OF TILLAMOOK, OR; *Project Engineer*.

The City contracted with Consor to complete an infiltration and inflow (I/I) study of the sewer system to recommend options to reduce sanitary sewer overflows (SSOs). The City's sewer system is heavily strained during the wet season due to high I/I in the system. The I/I study included flow monitoring, pump station run time evaluation, hydraulic modeling, and alternatives analysis for I/I mitigation and reduction.

UPPER ZONE WATER SYSTEM ANALYSIS, CITY OF OREGON CITY, OR; *Project Engineer*.

This project provided an analysis of the City of Oregon City's water system upper pressure zone to refine master plan project implementation plan, based on current demand and increased demand from growth. This project included an update of the system hydraulic model, analysis of transmission deficiencies, evaluation of cost-effective options to maximize storage, and development of an implementation plan including a phased approach and short term and long term project triggers for implementation.

WATER MASTER PLAN UPDATE, CITY OF WEST LINN, OR; *Project Engineer*.

Consor is currently working for the City of West Linn, Oregon to update their Water System Master Plan. The project includes rebuilding the distribution system model; reviewing hydrant testing and water meter consumption data to assess existing system demand; evaluating growth to project future demands; analyzing supply, storage, pumping and distribution capacities to meet projected system demands; and developing the capital improvement plan (CIP). The project team will also complete a seismic resilience analysis to identify key components of the water system and provide recommendations to improve system redundancy and resiliency. Consor developed the City of West Linn's previous 2008 plan and has been a trusted partner with the City for years



FULGENCE BUGINGO, PE | *Utility Coordination/ROW Permitting*

As Consor's most senior utility coordinator and subsurface utility engineering (SUE) engineer, Fulgence brings valuable experience with utility conflict identification and analysis, utility relocation assessments, and permitting. He has completed numerous and complex ODOT and local municipality roadway and interchange projects as well as water transmission and sewer pipeline projects in the Pacific Northwest.

Current Assignments - Project name | % of time spent | Estimated completion date:
US101 Garibaldi Urban Upgrades, ODOT | 15% | 03/2024; **King City Metro Westside Trail and Street Extensions**, City of King City, OR | 30% | 06/2024; **Tillamook Water Rural Transmission Line**, City of Tillamook, OR | 10% | 08/2024; **Morrow and Umatilla County ADA Curb Ramps Ph 2**, ODOT | 15% | 04/2024; **City Engineering Services**, City of King City, OR | 10% | Ongoing

EXPERIENCE

32 years

PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:

 40%

LOCATION

Portland, OR

EDUCATION

BSCE, National School of Public Works, Algiers, Algeria

REGISTRATIONS

Professional Engineer- OR & WA

UNIQUE QUALIFICATIONS

- Subsurface Utility Engineering (SUE)
- Utility Verified Vertical & Horizontal (VVH)
- Utility Coordination & Relocation
- Utility Undergrounding
- Permitting Pressure Pipeline Design
- Gravity Water and Sewer Pipeline Design
- Construction Management & Inspection

KEY PROJECT EXPERIENCE

BEAVERTON/HILLSDALE HIGHWAY WATER AND SANITARY SEWER FACILITIES RELOCATION DESIGN, CITY OF BEAVERTON, OR; *Design Engineer*

Fulgence completed designs for water and sanitary sewer pipeline relocations as required for roadway reconstruction with proposed Beaverton/Hillsdale highway work for the City of Beaverton, Oregon and the West Slope Water District. Fulgence's work on this project included preparation of construction cost estimates, producing cost comparisons for design options and processing contractor submittals.

SE DIVISION STREET RECONSTRUCTION PROJECT, CITY OF PORTLAND, OR; *Utilities/SUE*

Fulgence provided SUE and utility coordination services for the SE Division Street Reconstruction project for the City of Portland. Fulgence's activities included records research, designating, survey, mapping, conflict analysis, development of test hole recommendations, and coordination of potholing. Work also included review and approval of utility relocation plans, and review of reimbursable utility relocations. The Division Street project provided roadway infrastructure, streetscape, traffic safety, sanitary sewer and stormwater management improvements to support the City of Portland Green Street/Main Street Plan. The project relieved the sewer backup and structurally deficient pipes with the project limits.

OR217: SW 72ND AVE - OR10 (SW SCHOLL'S FERRY RD), ODOT; *Utility Coordination and Relocation Lead*

Fulgence has just completed a full range of utility coordination and relocation activities for this ODOT project. The work includes but is not limited to: addition of northbound auxiliary lane sections; replacement of Hall Boulevard overcrossing structure; widening of OR217 at Hall Boulevard; modification of Pfaffle Street connection to Hall Boulevard; improved water quality treatment and detention facilities; storm water conveyance upgrades; retaining wall and sound wall construction; application of roadway striping and paving including subgrade stabilization; roadside development; installation of signage and sign structures.

OR 18: NEWBERG-DUNDEE BYPASS PHASE I & 2, ODOT, OR; *Project Engineer*

Fulgence is currently leading a comprehensive utility coordination and relocation program for this multi-phase modernization project that will create a new bypass around the cities of Newberg and Dundee. Four miles of highway construction, up to 63 structures, more than 25 stormwater facilities, multiple connections to local streets and four interchanges demand rigorous utility coordination and relocation orchestration.




JUSTIN REEVES, PE | *Trenchless Design Lead / Construction Support Services*

Justin has experience providing engineering support for a variety of geotechnical, civil, and underground projects. His design experience includes utility and transit tunnels, deep excavations, subsurface investigations, and tunnel structure rehabilitation. His inspection experience includes jet grout column and slurry wall construction, soldier and secant pile installation, tieback and soil nail installation and testing, underground shotcrete placement, wood and concrete structural deficiency investigations, implementation of temporary erosion and sediment controls, monitoring of vibration and survey instrumentation for subsurface and above grade structures, and record keeping of labor, materials, and activities.

EXPERIENCE

9 years

PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:

 40%

LOCATION

Portland, OR

EDUCATION

ME, Civil Engineering,
Oregon State University

BS, Civil Engineering, Seattle
University

REGISTRATIONS

Professional Engineer- OR,
CA & ID

UNIQUE QUALIFICATIONS

- Sewer system design and inspection experience; Geotechnical engineer in training

Current Assignments - Project name | % of time spent | Estimated completion date:

SPU Pump Station, Seattle Public Utilities, WA | 30% | 06/2024; **Raw Waterline Replacement RP-2**, City of Warrenton, OR | 20% | 04/2024; **Willamette Water Supply Program Road Improvement**, City of Beaverton, OR | 10% | 10/2024; **Shattuck Road Waterline Replacement**, Valley View Water District, OR | 10% | 01/2024

KEY PROJECT EXPERIENCE

I-205 WILLAMETTE RIVER BRIDGE FORCE MAIN, WES, OR; *Project Engineer.*

Recently, for the I-205 Willamette River Bridge Force Main project, he evaluated alternatives for each of the proposed trenchless undercrossings of the North bound on-ramp and off-ramp for connection to the on-bridge portion of the alignment. He coordinated geotechnical investigations for additional information necessary for the basis of design, trenchless construction claims mitigation and to meet ODOT Geotechnical Design Manual standards; coordinated trenchless design work between multiple agencies and consultant design teams and prepared non-standard ODOT special provisions as the Professional of Record.

RAW WATERLINE REPLACEMENT (RP-1), CITY OF WARRENTON, OR;

Construction Management. Consor analyzed the existing raw waterline performance and assessed improvements options, including pipe size/ pipe material, seismic resiliency and construction methods. The project included the design and construction management for the installation of 2,500-LF a new 24-inch diameter HPDE DR26 via open-trench installation.

BOECKMAN ROAD CORRIDOR OWNER'S REPRESENTATIVE SERVICES,

CITY OF WILSONVILLE, OR; Project Engineer. Consor was selected to provide owner's representative and construction management services for this four-in-one public works project to construct a bridge over Boeckman Creek and upgrade a rural roadway to urban safety standards with multi-modal improvements, install a half-mile of new sanitary sewer trunk main, and construct a new traffic signal.

BANGOR-KEYPORT FORCE MAIN REPLACEMENT, KITSAP COUNTY, WA;

Project Engineer. This 18- to 24-inch diameter ductile iron pipe is approximately 40 years old. The project included reviewing the existing system, evaluating the corrosion of the pipeline and appurtenances for this section of the County sewer system, developing a physical testing plan, testing at 25 different locations along the piping alignment, and conducting a Triple Bottom Line analysis to review alternatives for the replacement of the pipeline.

OLD TOWN SEWER PIPELINE IMPROVEMENTS, V.W. HOUSEN & ASSOCIATES & IRONHOUSE SANITARY DISTRICT OAKLEY, CA; *Senior Staff Engineer.*

Justin completed the geotechnical investigation and provided assistance with the design recommendations report for 1.8 miles of rehabilitation and replacement of six- to eight-inch sanitary sewer pipeline by open-cut trenching and pipe bursting/reaming methods



ANDREW GIESY, PE | *Traffic control / Roadway*

Andrew brings over 19 years of experience working on a variety of utility and roadway infrastructure projects for clients throughout Oregon. He has served in a variety of planning, design, and construction engineering roles on several street and highway improvement projects that include modernization, preservation, safety, and transportation enhancements. He utilizes his expertise to see that designs are technically sound and meet safety standards

EXPERIENCE

19 years

PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:

 25%

LOCATION

Portland, OR

EDUCATION

BSCE, Portland State University

CERTIFICATIONS

- ODOT HMAC Inspector
- ODOT General Construction Inspector
- ODOT Certified Asphalt Technician (CAT-I and CAT-II)

REGISTRATIONS

Professional Engineer- OR

UNIQUE QUALIFICATIONS

- Multi-year paving experience
- Application of efficient PS&E process
- Asphalt quality assurance
- Risk-based pavement treatment selection experience

KEY PROJECT EXPERIENCE

1ST AND 2ND STREET PEDESTRIAN IMPROVEMENTS, CITY OF MCMINNVILLE, OR; *Project Engineer*.

Conсор completed design, permitting, and ROW acquisition for the 1st and 2nd Street Improvements project. The project included improved sidewalks and crosswalks to promote bike and pedestrian movements and rehabilitation of 1,300 linear feet of sanitary sewer mains within the project area. The project provides capacity improvements to NE 2nd Street at the signalized intersections with the OR99W couplet. The improvements included providing left-turn lanes between updated traffic signals at the intersections of NE 2nd Street with NE Adams Street and NE Baker Street, as well as installation of a westbound to northbound right turn on NE 2nd Street at NE Baker St.

ROYALTY PARKWAY STREET AND STORM DRAINAGE IMPROVEMENTS, CITY OF KING CITY, OR; *Design Engineer/On-site Representative*.

Conсор completed design for the Royalty Parkway Street and Storm Drainage Improvements for the City of King City, Oregon. This project included the replacement of approximately 1,550 feet of severely deteriorated pavement and base rock with an improved roadway cross-section designed to accommodate existing vehicle and Tri-Met bus loadings. In addition, the project included the replacement of catch basins, storm drainage piping, driveway aprons, ADA ramps and speed bumps.

DOWNTOWN STREETSCAPE PHASE 2 IMPROVEMENTS, CITY OF SHERWOOD, OR; *Project Engineer & Construction Inspector*.

Andrew led the streetscape and storm drainage designs, along with sewer rehabilitation designs for the project. Additionally, Andrew coordinated underground franchise utility designs and relocations in a congested alley corridor with follow-up construction inspection to ensure proper location and timeline to meet the construction schedule

5TH STREET IMPROVEMENTS, CITY OF WOODBURN, OR; *Utility Coordinator*.

Andrew coordinated several below ground and aerial utility relocations to accommodate roadway widening and a new traffic signal on OR214.

NEIGHBORHOOD TRAFFIC SAFETY PROJECTS CITY OF TUALATIN, OR; *Project Manager*.

Andrew delivered seven small neighborhood traffic safety improvement projects under the City's \$20 million dollar, 5-year, Moving Forward Bond Program. These projects varied in scope and size from small restriping projects to larger mid-block pedestrian crossings with RRFB installations. The majority of the projects included replacement of existing sidewalk and curb ramps with new ADA compliant facilities. The neighborhood traffic safety improvement projects also included extensive public outreach to help identify specific needs and to gain public support for the improvements. Additional two locations (SW Grahams Ferry Road and SW 65th Avenue) required extensive permit coordination with Washington County and Clackamas County to construct public facilities on County roads.



AUBRIE KOENIG | *Public Involvement*

Aubrie partners with water and wastewater utilities to design effective community engagement strategies that lead to sustainable decisions and keep projects moving. She has led development of in-person and online community engagement for agencies throughout Oregon, including facilitating public meetings and advisory committees, developing informative project websites, and designing community surveys and open house materials.

EXPERIENCE

13 years

PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:

 30%

LOCATION

Portland, OR

EDUCATION

- Project Management Certificate, Portland State University
- Certificate in Planning and Techniques for Effective Public Participation, International Association of Public Participation
- BA, California State University, Chico

UNIQUE QUALIFICATIONS

- Facilitating interactive in-person and online community meetings
- Developing infographics and outreach materials that convey complex technical information
- Designing engaging project websites and information materials to keep community members informed

KEY PROJECT EXPERIENCE

WAPATO LAKE WATER MANAGEMENT INFRASTRUCTURE REPLACEMENT AND ECOLOGICAL RESTORATION PARTNER COMMUNICATIONS, CLEAN WATER SERVICES, OR; *Public Outreach*.

Aubrie worked with staff to develop a tool to support partner communications for this public/private partnership to make upgrades to water management infrastructure at Wapato Lake

DOG RIVER PIPELINE REPLACEMENT OUTREACH, CITY OF THE DALLES, OR; *Public Outreach*. Aubrie worked with staff to develop a tool to support partner communications for this public/private partnership to make upgrades to water management infrastructure at Wapato Lake

BULL RUN FILTRATION PIPELINE COMMUNITY OUTREACH, PORTLAND WATER BUREAU, OR; *Public Outreach*. Aubrie is supporting outreach for approximately 8 miles of planned large-diameter pipeline that crosses through multiple permitting zones in unincorporated Multnomah and Clackamas counties. Outreach has included open houses and informational meetings, public engagement to inform the route selection, property owner communications for access and new easements, and regular project webpage updates and e-newsletters

LAKE OSWEGO INTERCEPTOR SEWER INSPECTION OUTREACH, CITY OF LAKE OSWEGO, OR; *Public Outreach*. Aubrie supported the outreach efforts to keep mariners, lakeshore residents, and customers informed of inspection progress and work activities on the lake. Outreach included developing project FAQs and coordinating regular project website and social media updates.

WATER SUPPLY STRATEGY STAKEHOLDER OUTREACH, CITY OF TUALATIN, OR; *Public Outreach*. Aubrie conducted stakeholder interviews with community leaders, major water users, and Community Involvement Organization representatives as part of the community engagement strategy to help identify values, issues, and priorities to guide the City's water supply strategy planning efforts.



ROBERT GRIESINGER, CPE | *Cost Estimator*

Bob has 40 years of construction experience focused on civil engineering and construction management across seven states and five countries, including 30 years of experience working as cost estimator. He is actively engaged with the construction market to proactively address material and labor cost changes. His capabilities include negotiating prices, organizing bids, preparing cost reports, coordinating design-build projects, and developing schedules and cash flow forecasts.

EXPERIENCE

40 years

PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:

 25%

LOCATION

Portland, OR

EDUCATION

BS, Business Management,
University of Phoenix

REGISTRATIONS

Certified Professional
Estimator

UNIQUE QUALIFICATIONS

- HSS Heavy-Bid Proficient
- Contractor-style Estimates
- Constructability Reviews
- Claim Review

Current Assignments - Project name | % of time spent | Estimated completion date:

Kwoneesum Dam Removal, Cowlitz Indian Tribe, WA | 10% | 12/2024; **2WABD Awbrey ICE work, City of Bend, OR** | 10% | 6/2024; **Boeckman Road Bridge ICE work**, City of Wilsonville, OR | 20% | 6/2024; **Lewis River East Fork**, Lower Columbia Estuary Partnership, OR | 20% | 12/2025

KEY PROJECT EXPERIENCE

METZGER 498 N-S FIRE LINE IMPROVEMENT, CITY OF BEAVERTON, OR;

Senior Project Estimator. The project was for the construction and improvement of the 10,000 ft Metzger N-S fire flow pipeline. The project included 8", 12" and 18" diameter pipe, trenchless pipelines, and street repair. Construction Contract Value of The Projects Worked On: \$5 Million

N. COLLEGE STREET WATER LINE IMPROVEMENT, CITY OF NEWBERG, OR;

Cost Estimator. ODOT is leading a project to provide improvements for sidewalk on the west side and bike lanes on either side of North College Street, including any associated drainage work, from Aldercrest Drive to Foothills Drive. ODOT will require all utility owners including the City of Newberg to relocate utilities in conflict with the proposed right of way improvements planned for construction in summer, 2022. Consor is providing a wide range of professional services including, but not limited to, project management, design survey, engineering design, permitting, utility coordination, and upcoming construction phase services for the approximately 2,770 linear feet of 12-inch diameter ductile iron pipe water main installation as well as installation of two 18-inch isolation valves on existing concrete cylinder transmission main

BOECKMAN ROAD OWNER'S REPRESENTATIVE SERVICES, CITY WILSONVILLE, OR;

Independent Cost Consultant. Bob is serving as the independent cost consultant on this project, providing verification for the owner for the GMP.

BANGOR-KEYPORT FORCE MAIN REPLACEMENT, KITSAP COUNTY, WA;

Cost Estimator. The County's project focused on a six-mile-long section between Bangor and the Central Kitsap Treatment Plant and included four pump stations, individual pump stations, and numerous air/vac stations. Consor performed a Triple Bottom Line Analysis to review alternatives for replacement of the existing force main, ultimately helping the County select a preferred pipeline alignment. Consor recently completed the final design of the force main and appurtenances, which includes approximately five miles of 20- to 30-inch HDPE pipe, CIPP of the SR-3 20-inch crossing, HDD of Clear Creek, bypass pumping, pump station improvements, connections to existing pump stations and IPS, trenchless installation, odor control improvements, and coordination with WSDOT, Kitsap County roads, and local utilities. HDPE was selected as the pipe material due to its non-corrosive properties. HDPE has recently been more available than other plastic pipe, providing a secondary benefit to the County in the current construction climate.



ELLIOTT MECHAM, PE | *Geotechnical Engineering*



EXPERIENCE

22 years

PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:

40%

LOCATION

Lake Oswego, OR

EDUCATION

- MS, Civil Engineering, University of Texas at Austin
- BS, Civil Engineering, Utah State University

REGISTRATIONS

Professional Engineer- OR

UNIQUE QUALIFICATIONS

- Geotechnical Engineering
- Instrumentation and Landslide Monitoring
- Trenchless Installation

Elliott has over 20 years of experience focusing on pipelines, pump stations, treatment facilities, and other water/wastewater public infrastructure including projects that involve deep excavations, dewatering, and complex trenchless construction challenges. For the past 10 years at the Shannon & Wilson Lake Oswego office, he has managed geotechnical work in all phases of pipeline projects, including route selection studies, conceptual engineering, pre-design, preliminary and final design, preparation of construction drawings and technical specifications, construction observation and special inspections, and dispute resolution during construction closeout and post-construction activities. Elliott is a member of the North American Society for Trenchless Technology and has worked with Consor and other leading design firms on numerous trenchless projects with all types of soil and rock conditions. He has worked on numerous sanitary sewer projects for the region's cities and wastewater agencies including for St. Helens, Scappoose, Warrenton, Astoria, Longview, Clean Water Services and the Portland Bureau of Environmental Services.

Current Assignments - Project name | % of time spent | Estimated completion date:

St. Helens Reservoir, City of St. Helens, OR | 25% | 04/2025; **Smith Road Pump Station**, City of Scappoose, OR | 10% | 12/2024; **Raw Water Pipeline**, City of Warrenton, OR | 15% | 08/2024; **Scappoose Reservoir**, City of Scappoose, OR | 10% | 10/2024

KEY PROJECT EXPERIENCE

UPPER TUALATIN INTERCEPTOR, CLEAN WATER SERVICES, OR; Geotechnical Project Manager. The project consisted of designing and constructing approximately 10,800 linear feet of pipeline, including two trenchless crossings of the Tualatin River using Horizontal Directional Drills, microtunneling, and one trenchless crossing of a wetland, to provide the sanitary sewer capacity necessary to meet proposed development and growth demands. Shannon & Wilson provided geotechnical services including field explorations, laboratory testing, dewatering and geotechnical engineering evaluations, and construction phase services.

WILLAMETTE INTERCEPTOR CONNECTOR SEWER, WES, OR; Geotechnical Project Manager and Principal-in-Charge. Clackamas WES is installing a new sewer line along the existing Abernethy Bridge (bridge). The installation will include two undercrossings of the I-205 ramps / off-ramps. One undercrossing will be on the Oregon City side and the other will be on the West Linn side of the bridge. The project includes providing trenchless considerations for beneath I-205 on ramps and off ramps in both soil and hard rock soil conditions as well as an approximately 55 foot deep receiving pit and vortex manhole. S&W performed 4 explorations specific to the Interceptor Sewer project and reviewed numerous nearby explorations performed for the Abernethy Bridge as well as the performance of previous nearby trenchless projects to help inform the variation in rock strengths and mitigate risk during the development of project plans and specifications.

WHEELER BASIN PIPE REPLACEMENT, CITY OF PORTLAND BUREAU OF ENVIRONMENTAL SERVICES, OR; Project Manager and Lead Geotechnical Engineer. The Portland Bureau of Environmental Services replaced, rehabilitated, or pipe burst multiple sections of pipeline and constructed seven new stormwater infiltration facilities in the Wheeler Basin and Holladay Basin. S&W provided geotechnical, pipe bursting and environmental services to support engineering design of the new pipe and infiltration facilities. The geotechnical recommendations included a feasibility assessment of the pipe bursting, and an estimate of soil pressure forces that would need to be overcome during bursting. The environmental field exploration program included direct push probes to facilitate the testing of soils for potential contaminants to support permitting of the infiltration facilities with the Oregon Department of Environmental Quality, and to determine the feasibility of infiltration facilities.



EXPERIENCE

21 years

PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:

10%

LOCATION

Tualatin, OR

EDUCATION

Professional Land Surveyor:
Oregon (#70652PLS),
Washington (#44352)

REGISTRATIONS

Certified Professional
Estimator

UNIQUE QUALIFICATIONS

- Over 21 years of experience throughout Oregon
- Manages over 40 local agency on-call survey contracts
- As a Principal and Survey Department Manager, Nick oversees all survey work performed by AKS crews and office staff
- Has experience providing boundary, right-of-way, topographic, utility, and construction surveying for local agency wastewater improvements

NICK WHITE, PLS | Survey

Nick oversees all survey work performed by AKS crews and office staff and manages more than 40 on-call survey contracts for local agencies. He has over 21 years of experience in boundary, American Land Title Association/National Society of Professional Surveyors (ALTA/NSPS), right-of-way, topographic, utility, and construction staking surveying. Nick has extensive experience managing utility project surveys, including sewer improvements for public agencies, local jurisdictions, and utility providers throughout Oregon such as Clean Water Services (CWS), Tualatin Valley Water District (TVWD), Metro Regional Services (Metro), Portland Bureau of Transportation (PBOT), Oregon Department of Transportation (ODOT), and Portland Water Bureau (PWB). Nick has worked on over 30 projects with Consor including the 70th Ave Water Transmission Main Repair in Salem, the Beaverton Aquifer Storage and Recovery (ASR) 3 Stormwater Treatment Project, the Salem ASR for Woodmansee Park and the Knights Bridge Rehab.

Current Assignments - Project name | % of time spent | Estimated completion date:

Butte Creek Bridge, Scott's Mills, Marion County, OR | 5% | 11/2024; **Portland Parks & Recreation On-Call Survey Services**, Oregon | 5% | 11/2025; **Portland Water Bureau On-Call Surveying**, Oregon | 5% | 11/2028

KEY PROJECT EXPERIENCE

METZGER TRUNK 2, PHASE 2, CLEAN WATER SERVICES, OR; Survey

Manager. Nick was Survey Manager for this project to install 5,400 linear feet of 12- to 18-inch wastewater trunk line. Nick's oversight included the detailed sewer alignment field survey used to develop the design, documents, maps, and permit submittals; preparation of permanent and temporary construction easement documents, including mapping and legal descriptions; managing property owner and utility notifications, lot line identification, and topographic surveys; and coordinating construction staking and a post-construction survey.

SE SILVER LEAF LANE SEWER REPAIR, OAK LODGE WATER SERVICES

(OLWS), OR; Project Surveyor. Nick led surveying services for the full replacement of 508 linear feet of 8-inch sewer line and the installation of two manholes.

SE 115TH UTILITY EXTENSION PROJECT, CLACKAMAS COUNTY, OR; Project

Surveyor. Nick oversaw boundary, topographic, and existing conditions surveying services on this fast-tracked project that provided an extension of approximately 630 linear feet of 8-inch sanitary sewer main and 400 linear feet of 8-inch water main.

MCMINNVILLE SANITARY SEWER REHABILITATION PROJECTS, CITY OF

MCMINNVILLE, OR; Project Surveyor. Topographic and boundary survey, survey research to document existing easements, and construction staking for three wastewater inflow and infiltration (I&I) reduction projects over seven years.

BULL MOUNTAIN TRUNK, CLEAN WATER SERVICES, OR; Project Surveyor.

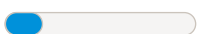
Nick served as project surveyor for the challenging installation of approximately 9,800 linear feet of 12- to 42-inch sewer main. Nick managed a partial field topographic survey of existing conditions in the project area to validate and supplement CWS' topographic base map. He documented the man-made and natural features to be considered in project design, provided accurate and representative one-foot ground contours of the project area on the base map, installed a network of horizontal and vertical survey control monumentation throughout the project area, and collected survey data to identify construction easements, property lot lines, right-of-way lines, all street and road features, significant structures or landscaping likely to be impacted by construction, driveways, homes, fences, and trees. Assisted with wetland and waters delineations.



EXPERIENCE

20 years

PERCENTAGE OF TIME DEVOTED TO THIS PROJECT:

 20%

LOCATION

Keizer, OR

EDUCATION

- MPP, Environmental Policy, Oregon State University
- MS, Forest Resources / Natural Resources Policy and Law, Oregon State University
- BS, Environmental Studies, University of Oregon

REGISTRATIONS

- Professional Wetland Scientist - OR
- ODOT Qualified Biologist for ESA Documentation
- WSDOT Qualified Biological Assessment Author, Senior Writer
- ODOT Certified Environmental Construction Inspector

UNIQUE QUALIFICATIONS

- Expertise in state and federal wetland and waters permitting, and National Environmental Policy Act (NEPA) and Endangered Species Act (ESA) compliance documentation

JULIE WIRTH-MCGEE, PWS | *Environmental Permitting & NEPA Specialist*

Julie's areas of expertise include wetland delineations, wetland and stream functional assessments, state and federal wetland and waters permitting, and National Environmental Policy Act (NEPA) and Endangered Species Act (ESA) compliance documentation. She has provided NEPA clearance documentation for a multitude of projects that were funded by federal entities such as Federal Highway Administration (FHWA), Western Federal Lands Highway Division (WFLHD), Federal Rail Association (FRA), and the US Department of Housing and Urban Development (HUD). Julie has undergone extensive HUD training on the Environmental Review process and can help ensure that NEPA clearance is achieved as efficiently as possible for this project. Julie has extensive experience providing natural resource services for transportation and utility related projects. Julie will use her experience to successfully attain and coordinate all necessary environmental permits and clearances needed for the Wastewater Collection System Capacity Improvements project.

Current Assignments - Project name | % of time spent | Estimated completion date:

Knights Bridge Road Bridge Rehabilitation Project, Clackamas County | 10% | 04/2024;
Transition Parkway and Linear Park Project, City of Millersburg | 10% | 04/2024; **Dodge Island Bridge Replacement Project**, Benton County | 25% | 06/2025

KEY PROJECT EXPERIENCE

JASPER TRUNK SEWER, CITY OF SPRINGFIELD, OR; *Environmental Specialist.*

Julie worked with the design engineers, Consor, to complete the wetland/waters delineation fieldwork and successful permitting for this 11,820-foot-long new trunk line that included roughly 1,645 linear feet of new sewer line within wetlands. The approximately 59-acres study area was determined to include nine wetlands, and construction activities resulted in both temporary and permanent wetland impacts.

RESERVOIRS TO DISTRIBUTION – TRANSMISSION MAIN, CITY OF YAMHILL, OR; *Senior Environmental Specialist.*

The City of Yamhill was awarded a Safe Drinking Water Revolving Loan Fund grant and loan for this water transmission line replacement project that involved the replacement of approximately 14,900 feet of 10-inch asbestos concrete water main with an 18-inch water main. Julie was responsible for leading our natural resources team on the wetland/water delineation fieldwork and state/federal permitting services. Julie also coordinated with NOAA Fisheries to use trenching through a fish-bearing perennial stream to avoid boring under the stream to reduce project construction costs.

TURNER TRANSMISSION MAIN, CITY OF TURNER, OR; *Senior Environmental Specialist.*

The City of Salem is the water source supplier for the City of Turner. Changes in the treatment and distribution system of Salem's water supply, brought about because of the algal-toxin issues, required changes in the way Turner is supplied with potable water to be downstream of Franzen Reservoir. Following Phase 1 construction of a new pump station, this 5,000 linear foot waterline project will increase capacity by replacing the undersized distribution network to ensure adequate flow throughout the entire community. During design, Julie worked closely with the engineering team to identify ways to avoid impacts to jurisdictional wetlands and waters and significantly decrease the environmental permitting requirements for this project.

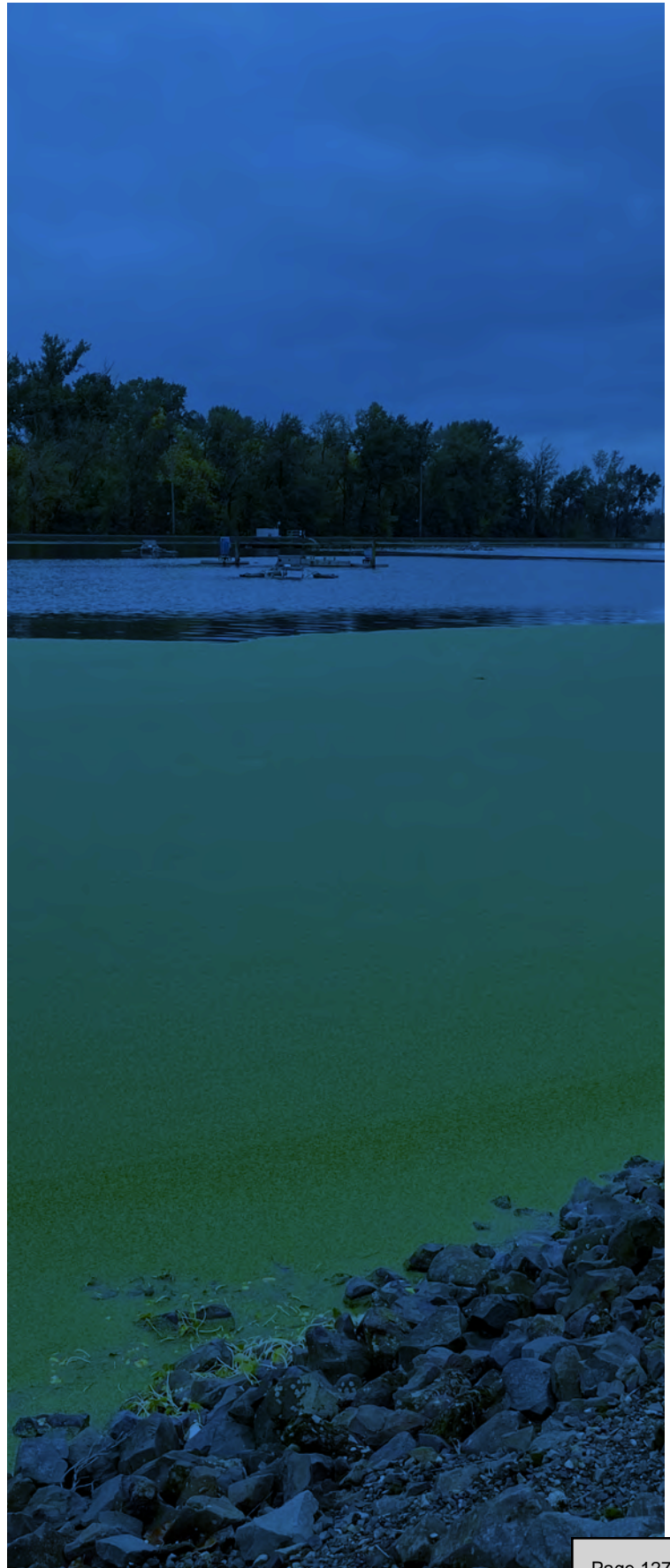
SANTIAM MEADOWS, MARION COUNTY, OR; *Senior Environmental Specialist.*

Julie was responsible for overseeing the wetland and waters delineation fieldwork during the feasibility phase of this HUD funded County project. Julie also prepared a preliminary National Environmental Policy Act (NEPA) analysis during the feasibility study by completing all required Environmental Assessment worksheets to determine the level of environmental documentation and permitting that would be required for the second phase of the project.

Appendix B - Contract Change Requests

In response to page 20 of the RFP “Requests for Change of Requirements or Agreement Terms” section, Consor accepts all terms and conditions contained in the RFP and the Personal Services Agreement with a few exceptions for the City’s consideration upon selection.

- **At page 2 of the Personal Services Agreement, Paragraph 5: Payment.** Section does not provide timing for when payment is to be made. Consor would like to discuss, if selected, when we should expect payment, such as within a certain number of days.
- **At page 6 of the Personal Services Agreement, Paragraph 14.1: Indemnification, Line 3, add** *“but only to the extent”* between *“intentional acts”* and *“resulting from or arising out of the activities or omissions of Contractor”*
- **At page 6 of the Personal Services Agreement, Paragraph 14.1: Indemnification, add as a concluding sentence or other appropriate place** *“Notwithstanding the foregoing, in no event shall Consultant’s obligations under this Indemnification section extend to the proportionate share of fault of any indemnified party”*
- **At page 6 of the Personal Services Agreement, Paragraph 14.2: Indemnification, Line 3, add** *“to the extent”* between *“actions”* and *“arising out of the professional negligent acts”*



Conсор
888 SW 5th Ave
Suite #1170
Portland, OR 97204
www.consoreng.com

City of St. Helens

AMENDMENT OF PERSONAL SERVICES AGREEMENT

This Amendment is made on **February 21, 2024**, between City of St. Helens, an Oregon municipal corporation ("St. Helens"), and **Mayer/Reed, Inc.** ("Contractor").

RECITALS

A. WHEREAS, on or about March 4, 2021, St. Helens and Contractor entered into an agreement ("Agreement") in which Contractor agreed to provide services ("Services") related to 1) prepare full plans, specifications, estimates, permitting, and bid assistance for the Riverwalk Project Phase I and the Columbia View Park Amphitheater, 2) prepare plans, specifications, and estimates for Riverwalk Project Phase II at 30 percent design, and 3) bid assistance and construction management services for Riverwalk Project Phase I and Columbia View Park Improvements; and

B. WHEREAS, Section 3 of the Agreement provides that the Term of the Agreement terminates on March 1, 2024, and may be extended for a period of two (2) years in one (1)-year increments; and

C. WHEREAS, St. Helens and Contractor are preparing to enter into the next phase of the project, which is construction of Phase I of the Riverwalk Project in Columbia View Park; and

D. WHEREAS, St. Helens and Contractor mutually agree to extend the contract one (1) year to March 1, 2025.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The Agreement signed on or about March 4, 2021 shall be amended to reflect a **termination date of March 1, 2025**, unless earlier terminated or extended according to the terms of the contract.

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

ST. HELENS:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon
municipal corporation

MAYER/REED, INC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

Item #8.

City Council Meeting ~ February 21, 2024

Pending applications received:

<u>Name</u>	<u>Interest</u>	<u>Date Application Received</u>	<u>Referred by Email To Committee(s)</u>
• Bill Earles	Planning Commission	8/31/23	9/1/23
• Steve Toschi	Planning Commission	9/22/23	9/25/23
• Scott Jacobson	Planning Commission	1/12/24	1/12/24
• Brooke Sisco	Planning Commission	1/16/24	1/18/24
• Colleen Ohler	Library Board	1/23/24	1/29/24

Library Board (4-year terms)

- Melisa Gaelrun-Maggi resigned. Her term expires 6/30/2024.

Status: A press release was sent out on January 8 with a deadline of February 9.

Next Meeting: March 11, 2024

Recommendation: None at this time.

Parks & Trails Commission (4-year terms)

- Lacey Tolles resigned. Her term expires 12/31/2026.

Status: A press release was sent out on January 19 with a February 23 deadline.

Next Meeting: March 11, 2024

Recommendation: None at this time.

Planning Commission (4-year terms)

- Russ Hubbard was appointed to the Council. His term expires 12/31/2025.
- Russ Low resigned. His term expires 12/31/2027.

Status: A press release was sent out on November 30 with a due date of January 19. We have received two applications since the press release went out and we also have two applications on file from the previous recruitment.

Next Meeting: March 12, 2024

Recommendation: At their February 13 regular meeting, the Planning Commission voted to recommend that Brooke Sisco and Scott Jacobson be appointed to the Planning Commission and requested that the Council waive the limitation of Scott only serving on one City board since he is currently on the Parks and Trails Commission.

City of St. Helens
RESOLUTION NO. 1648

A RESOLUTION ESTABLISHING GUIDELINES FOR THE APPOINTMENT
OF ST. HELENS BOARD, COMMITTEE AND COMMISSION MEMBERS,
SUPERSEDING RESOLUTION NO. 1521

WHEREAS, the City Council wished to establish the same guidelines for recruitment, interviews and appointments for all City boards, committees and commissions, and adopted Resolution No. 1521 on August 12, 2009; and

WHEREAS, Resolution No. 1521 established general recruitment, selection and appointment guidelines for appointments to the City of St. Helens boards, committees and commissions; and

WHEREAS, the Council wishes to update the guidelines adopted in Resolution No. 1521 to better meet the needs of the City.

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

1. The City Recorder shall send a press release to the local newspaper of record announcing all board, committee and commission vacancies as they become available. A "vacancy" is defined as an unoccupied position, resulting from a voluntary resignation or involuntary termination. A member whose term expired does not create a vacancy, unless that member is resigning at the end of his/her term or the majority of the board, committee or commission wishes to terminate said member.
2. Any individual or group is encouraged to submit names for consideration to the City.
3. All new applicants shall submit a written application to the City Recorder's Office.
4. Members wishing to continue their appointment for another term will inform the City Recorder but need not submit a new application. If a member has served two consecutive full terms, a press release shall be sent to the local newspaper of record, each subsequent term expiration thereafter, to solicit new applications for that position. The incumbent may be reappointed at the discretion of the interview panel and City board, committee or commission. If an individual has been off a City board, committee or commission for a year or more, they must complete a new application.
5. The recruitment period to the board, committee or commission shall be for a finite period. At the end of the advertising period, the Council liaison shall determine if the pool of candidates is sufficient to continue with the selection process or may continue the recruitment period for a set or unlimited period until it is determined there is a sufficient pool of candidates.
6. The Council liaison to the board, committee or commission shall be responsible to assemble an interview committee. The interview committee shall be responsible to make recommendations via the Council liaison to the Mayor and City Council.
7. Appointments must comply with any ordinances, bylaws, Charter provisions, or state or federal laws concerning the board, committee or commission. In the event of any inconsistency between these policies and a chapter relating to a specific board, committee or commission, the specific chapter shall control.
8. In order to become more familiar with each applicant's qualifications, the interview committee may interview all or a shortlist of applicants for a position. The number of applicants to be interviewed is at the interview committee's discretion. The interview committee also has the discretion to reject

all applications in favor of re-advertising if no applicants are found to be suitable for the board, committee or commission.

9. Reappointments to a City board, committee or commission shall be considered in accordance with the guidelines listed in this section, together with the type of service the individual has already given to the board, committee or commission and his/her stated willingness to continue.
10. Consideration should be given to residents outside the City when the board, committee or commission or function serves residents outside City boundaries.
11. Board, committee or commission members shall not participate in any proceeding or action in which there may be a direct or substantial financial interest to the member, the member's relative or a business with which the member or a relative is associated, including any business in which the member is serving on their board or has served within the previous two years; or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest shall be disclosed at the meeting where the action is being taken.
12. Board, committee or commission vacancies are filled by appointment of the Mayor with the consent of Council. Board, committee or commission members shall serve without compensation except the Planning Commission that may receive a monthly stipend at the discretion of the City Council.
13. Individuals appointed to one City board, committee or commission shall not serve on any other City board, committee or commission during the term of their appointment; provided, that the Council may waive this limitation if it is in the public interest to do so.

PASSED AND ADOPTED by the City Council on this 18th day of December, 2013, by the following vote:

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson

Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne

Kathy Payne, City Recorder

City of St. Helens
Library Board
ACTION Minutes from Monday, December 11, 2023
 St. Helens Public Library via ZOOM

Members Present

Rob Dunn, Past Chair
 Ellen Jacobson
 Jana Mann, Chair
 Aaron Martin, Vice Chair
 Lynne Pettit
 Diana Wiener

Members Absent

Jessica Sturdivant
 Fatima Salas

Guests

Councilors in Attendance

Russell Hubbard

Staff Present

Suzanne Bishop, Library Director
 Dan Dieter, Library Board Secretary



CALL MEETING TO ORDER: The meeting was called to order at 7:17 p.m. by Chair Mann.

PUBLIC COMMENT: N/A

PREVIOUS MEETING MINUTES: Minutes from November 13, 2023, were reviewed, amended, and approved.

OLD BUSINESS: APPROVE MISSION STATEMENT: The group discussed the Mission and Vision statements as presented: [Mission statement: The St. Helens Public Library connects people and ideas, enriching the community by creating opportunities for literacy, lifelong learning, and development. Vision statement: The St. Helens Public Library is a multifaceted information hub that invites community members to learn, explore, create, and connect in a welcoming environment as guided by the priorities in its five-year strategic plan.] Both statements were approved by unanimous vote. DISCUSSION ABOUT COMMUNICATION PLAN: The group discussed how to proceed with the communication plan, emphasizing the use of social media posting to get the word out about library programs and activities. Director Bishop spoke about past efforts with social media

posting, and the work of Communications Director Crystal King and library staff members Burkhart, Woodruff, and former Youth Librarian Kolderup to send out postings. Member Wiener spoke about different ways the board might think about communication with the community at large going forward, i.e., the library is “a great place to start,” or “a place where dreams come true.” She also spoke about the tradition of contacting a librarian if you wanted to get information of any kind. Chair Mann asked if one of the board members would be interested in organizing a posting schedule. Member Jacobson volunteered to perform the role for a quarter and then the board could review the process and progress. Members Wiener, Martin and Dunn stated that they would contribute. The work will be coordinated with the help of Communication Director King and Library Assistant Burkhart.

NEW BUSINESS: N/A

LIBRARY DIRECTOR’S REPORT: Director Bishop described the City’s budget woes. An email was sent out to all employees highlighting the budget impact across city government. The current library budget was discussed in terms of what might be changed to reduce the next budget by ten percent. One option using the library reserve account instead of the city general fund to fund the installation of a new security camera system. The adjustments to the city budget will likely be made in January or the beginning of February 2024. There has not been any update on the Business Oregon Rural Opportunity Initiative grant that we applied for. We will use donated funds from GRO Oregon to support the small business resource area in the library, specifically to purchase new print and digital materials. We are also looking at a business library card retool. Starting in January, the Makerspace will reopen as full-time staff spend a combined eight hours a week hosting open hours. We have volunteers to help with some of the areas that will need special attention. The City has decided not to hire a full time custodian. The current contractors are less expensive, so the services will remain as they are now, which are very satisfactory. The Book Club is doing well. Library Assistant Johnson has been running the program and it is very popular. Our free COVID test kits are still very popular. Staff will receive training on reporting child abuse in January. The World War II presentation given by City Councilor Brandon Sundeen was held on December 8 and there were 85 attendees. This month, the Adults and Crafts program will focus on cookie decorating, to be held December 12 in the Armstrong Room. Youth Librarian Keeney will host a gumdrop construction activity on December 13 in the Auditorium. The library will be closed for the holidays on December 25 and 26 as well as January 1, 2024. The board needs to decide on an alternate date for the November 2024 board meeting as the current schedule because the library will be closed on the second Monday that month.

A motion was made and seconded to move the November board meeting to the third Monday, November 18, 2024. The vote was unanimous.

CITY COUNCILOR’S REPORT: Councilor Hubbard stated that not too many details are available about the City budget, but cuts will have to happen. With the loss of Cascades income and expired grant funds, the budget will be impacted, and the focus should be on life, fire, and safety. The library would be next in line. He said it sounds like doom and gloom and we need to keep our house in order, but maintain what we can, saying “you

know that the employees are the City's greatest asset." He stated that the City Council and city administration are going to start looking at contracts and other things to get the City on a better financial footing. He noted that that is his mission. He attended the Museum event, and it was fantastic, saying he barely got a place to sit. Keep those coming.

OTHER BUSINESS: Member Pettit reported that the Friends have a new chairperson, Pam Benham. The Friends have a new little library at the Food Bank, and one is being repainted and might be placed in Broadleaf Arbor. The Friends are also looking at getting a digital device such as a Square for sales transactions. Chair Mann stated that the St. Helens National Novel Writer's Month (NaNoWriMo) writers' group were able to write 700,000 words.

SUMMARIZE ACTION ITEMS: Member Jacobson will start working on the communication plan by coordinating with board members for posting on social media.

NEXT MEETING: The next regularly scheduled meeting will be Monday, January 8, 2024, at 7:15 p.m. via Zoom.

ADJOURNMENT: Chair Mann adjourned the meeting at 8:25 p.m.

✍

Respectfully submitted by:

Library Board Secretary, Dan Dieter

2022-2023 Library Board Attendance Record

Item #9.

P=Present E=Excused Absence U=Unexcused Absence

Date	Dunn	Gaelrun-Maggi	Jacobson	Mann	Martin	Pettit	Salas	Sturdivant	Wiener
07-10-2023	P	P	P	P	P	P	P	P	U
08-14-2023	Canceled								
09-11-2023	P	P	P	P	P	P	P	P	P
10-09-2023	P	Resigned	P	P	P	P	P	P	U
11-13-2023	P	n/a	P	P	P	P	E	P	U
12-11-2023	P	n/a	P	P	P	P	E	E	P
01-08-2024									
02-12-2024									
03-11-2024									
04-08-2024									
05-13-2024									
06-10-2024									



PARKS AND TRAILS COMMISSION

Monday, December 11, 2023 at 4:00 PM

APPROVED MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

Brandon Sundeen, City Council
 Melisa Gaelrun-Maggi, Parks Administrative Assistant
 Buck Tupper, Facilities Maintenance Supervisor
 Jenny Dimsho, Community Development Project Manager

CALL TO ORDER 4:00pm

APPROVAL OF MINUTES

1. Approval of November 2023 minutes

Motion made by Commissioner Blumenthal, Seconded by Commissioner Jacobson.

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

NEW BUSINESS

2 - Display of Canoe - Belcher

Commissioner Belcher stated that Doug Morton would like to work with two native American tribes and display the eagle canoe that the City has in storage.

Jenny Dimsho had some input about the display idea in the new Waterfront area. However, with the budget cuts that might not be an option anymore, she asked if the Commission still wants it to be in the design or does the Commission want to remove it from the plans and do something on their own. Keeping in mind that if it is installed it will be an art installation and it would likely get weathered and/or vandalized. She also pointed out that the canoe has no connection to any Native American tribes as it was made by a group of kids. If the Commission is looking for a connection to local tribal history, they should find something else.

Belcher said that he feels it looks like canoes that natives have made and could be a teaching tool for Lewis and Clark.

Questions were asked about who carved the canoe and their history. Blumenthal would like to see it kept in shape so that it can be used in the water. He feels it will rot after 10 - 15 years.

Jacobson said that he felt it would be inappropriate to ask tribes to be involved and Belcher agreed.

Belcher made a motion to allow the City Council to make the decision on how they are going to present the canoe. Pettit seconded. Lathrope agrees with reservations. Dimsho says that she will take these comments into consideration when planning and budgeting the Waterfront walk.

3 - Expansion of Botanical Gardens - Belcher

Commissioner Belcher brought up the fact that years ago the Commission wanted the City to buy or trade more land to expand the Botanical Gardens. The City declined to do so at that time. Belcher is now asking for the City to ask the current owners of the surrounding land if they would like to sell their land. Buck declared that he does not see that happening during the current budget crisis.

4 - Tolles Resignation - Lathrope

5 - Interview Committee - Lathrope

Lathrope reminded the Commission that Tolles resigned and that they needed to form an interview committee to decide which of the two current candidates would be best. Pettit, Barlow, and Woodruff volunteered. The committee will decide on dates and then inform the secretary to arrange meetings.

6 - Future budget items - Lathrope

Lathrope noted some items she remembered from previous meetings and was wondering if the Commissioners wanted to move forward with any specific items. Pettit pointed out that in a previous meeting they had already approved replacement signs for Dalton Lake, Civic Pride, and the BMX trail. Lathrope pointed out that those items come out of this year's budget and the \$1000 t-shirt sales.

Blumenthal wants another kiosk at the base of the Nob Hill stairs due to the possible increase in traffic after the completion of the river walk. He also wants to replace the trail bridge. Blumenthal feels that the expansion of the trail and the area that will someday be the Urban Trail near 5th street gets flooded easily and wants work done. Tupper asked if gravel would help, and Blumenthal said it would not be enough. Blumenthal would also like to see an update to the Park's Masterplan.

Belcher wants a concrete stamp for the potential future Urban Trail. Tupper said that he has been looking at them but that they cost around \$300. Lathrope and Jacobson would like to see how much is left over from the T-shirt money that could go towards the stamp.

Belcher would also like a kiosk for the Botanical Gardens. He feels the city could make it for cheap.

Pettit asked if a kiosk would be better than a sign for Civic Pride Park. Tupper thinks that the members should talk about how they want their signs to look for uniformity.

Lathrope would like members to bring their items to the next meeting with cost estimates.

STAFF REPORT

Tupper said that the veteran's memorial is almost done except for the flagpoles. The park's activity is slower due to the weather, but the cleanup of leaves, limbs, and transient garbage has increased.

Lathrope asked if we should install sharps containers in the public bathrooms. Tupper's concern is that if teens will break toilets from the floor, they could easily break off a sharps container and injure themselves with the used needles.

The homeless tent in Campbell Park is still there and the police have told them there is nothing they can do.

Lathrope asked about the flooding in the parks, Tupper said that there is no more than usual. Some ponding under the swings in McCormick Park, but they must wait until spring to fix.

Two park's employees have just finished Playground Equipment training and they expect to make some upcoming changes.

COUNCILOR'S REPORT

Sundeen has been working on some historical signs for Dalton Lake.

He asked if the Commission needs anything from the City Council. Pettit said that she needs a new path around Dalton Lake as it is surrounded by private property. She also wants bee houses and a bird viewing platform.

DISCUSSION ITEMS

The motion made at the previous meeting was presented back to the Commission to pass with amendments. Questions were brought up about the gray area in the motion, and what "well behaved dogs" means. Buck Tupper advised that they refer it Safety Committee.

Pettit made a motion to refer it to Safety Committee, seconded by Belcher, Voting Yea: Vice Chair Pettit, Commissioner Belcher, Commissioner Blumenthal, Commissioner Jacobson, Commissioner Long, Commissioner Woodruff, Commissioner Barlow, Chair Lathrope.

The 2024 meeting calendar was brought forth for discussion. It was decided to move the November meeting to the third Monday of the month.

Blumenthal made the motion, Jacobson seconded, **Voting Yea: Vice Chair Pettit, Commissioner Belcher, Commissioner Blumenthal, Commissioner Jacobson, Commissioner Long, Commissioner Woodruff, Commissioner Barlow, Chair Lathrope.**

Lathrope wants a report from the City about the Sand Island financials. She also wants Brad Hendrickson to come to the next meeting. She plans on extending an invitation to him and the Finance Director.

Belcher feels that the recent article in the newspaper that spoke of the Waterfront Riverwalk fits better with his future urban trail plan. He wants to meet with people to try and get grants to fund his trail. Tupper reminded Belcher that any grants need to be run by Dimsho first.

Jacobson has talked with Tina Curry about the possibility of adding a Parks website.

Blumenthal mentioned that he added a swale to Nob Hill and wants to add more to divert water. He also asked for another scoop of gravel from the Parks maintenance department. Tupper said he would take care of it.

ADJOURNMENT 5:26pm



PARKS AND TRAILS COMMISSION

Monday, January 08, 2024 at 4:00 PM

APPROVED MINUTES

MEMBERS PRESENT

Chair Dana Lathrope
 Vice Chair Lynne Pettit
 Commissioner Jerry Belcher
 Commissioner Howard Blumenthal
 Commissioner Scott Jacobson
 Commissioner Brian Long

MEMBERS ABSENT

Commissioner Jacob Woodruff

STAFF PRESENT

Brandon Sundeen, City Council
 Melisa Gaelrun-Maggi, Parks Administrative Assistant
 Jennifer Dimsho, Community Development Project Manager

CALL TO ORDER 4:00pm

APPROVAL OF MINUTES

Minutes from the last meeting were not reviewed by enough Commissioners in time for January meeting. Will be reviewed in next meeting.

NEW BUSINESS

1. Columbia View Park - Associate Planner Jenny Dimsho

Jenny Dimsho shared the current plans for St. Helens Riverwalk site. She referred Commissioners to the last Riverwalk work session for more detailed information.

Belcher asked if the deadline for the project for the streets was still September and Dimsho was unsure as of this time.

Lathrope asked if people would have access to the river from the park with this new design, Dimsho responded that it would still be steep and unsafe.

Jacobson asked if the City has looked for more bids, Dimsho said that the Mayor had brought up the idea and they would do so around February.

Blumenthal asked about the retention materials on the south side near Nob Hill, Dimsho did not have details as it was not part of this design.

Paul Barlow joined the meeting

Lathrope asked about the lighting on the guardrails, Dimsho stated that the lights within the guardrails are special LEDs and that there is dimmable lighting in other areas of the park.

Barlow asked what kind of bike racks would be installed and stated that his group would be interested in installing a bike workstation.

Blumenthal wants to know if they have thought of recycling the splashpad water, Dimsho said they do not have plans at this time.

2. Chair & Vice Chair Nominations - Chair Lathrope

Lathrope asked if anyone would like to present themselves for the office.

Jacobson thought that Pettit would automatically be Chair. Pettit accepted. Blumenthal seconded.

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

Pettit nominated Jacobson as Vice Chair.

Jacobson nominated Belcher as Vice Chair.

Jacobson accepted. Belcher seconded.

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

3. Japanese Gardens - Councilor Brandon Sundeen

Taylor Theel from the Scappoose Bay Watershed is interested in removing invasive species and possible future design. Councilor Sundeen is giving her history information and there is talk about starting a "Friends" group.

Pettit asked which invasive species they were thinking of removing, Councilor Sundeen said they were talking of blackberry but does not know the full scope.

Jacobson thought it would be a good idea to make a map of the garden. Councilor Sundeen and Pettit agreed.

Councilor Sundeen said in the past there was interest from the Portland Japanese Garden, but it did not go anywhere.

Belcher asked if the St. Helens Garden Club has any interest, Councilor Sundeen said that he has heard that their members are getting up in years and they are stretched for commitments.

4. Interview/New Commission Member(s) - Chair Lathrope

Pettit is going to send available dates and times to the Commission Secretary who will check with two current applicants.

5. Future Budget Items - Chair Lathrope

Lathrope asked if any Commissioners had major wish list items. Both Lathrope and Pettit wish for more park signage. Jacobson wants to make a Parks only website. Belcher wants a concrete stamp and a kiosk for his Urban Trail. Blumenthal wants a kiosk and a new bridge for Nob Hill Park. Pettit wants historical signage for Dalton Lake.

Lathrope would like to redo the Master Plan. Councilor Sundeen remembers that the last time it was brought up the cost was about \$125,000.00. Jennifer Dimsho mentioned that a master plan can be covered by SDC funds but needs to be staff lead and woven into City Council strategic with years of planning. The first step would be involving Buck Tupper. Pettit stated that a few years ago the Commissioners sent in their ideas for a new master plan and if they could use those. Dimsho claimed that they are still filed. Barlow asked what the average expiration on a master plan is as he doesn't feel nine years is that old. Dimsho said that most are ten to fifteen years. Councilor Sundeen stated that he doesn't feel that now is the best time to try for a new master plan as there are many items that have not been accomplished on the old plan and due to budget needs. Dimsho agreed with Councilor

Sundeen and echoed budget and added staff issues. Pettit feels that Dalton Lake is not well represented on the old master plan. Jacobson asked if they could just add an addendum, Dimsho stated that addendums make a plan unruly.

Lathrope wants everyone to keep in mind that they should not ask for budget items that won't be finished in this budget year, such as the Urban Trail kiosk as the area is under construction for another year or so. Belcher still wants his kiosk this year.

6. Review Current Park Assignments & Create 2024 Calendar for Presentations - Chair Lathrope

Lathrope went through the park assignments and verified if each commissioner wanted to keep their park and which month to report in.

Pettit is going to do May for Dalton and Walnut Park. Blumenthal is going to do February for Sand Island. Councilor Sundeen is going to invite Brad Hendrickson to that presentation. Woodruff has McCormick Park with Barlow for the month of September. Barlow has the BMX track for September. Woodruff has Sixth Street Park for the month of September. Belcher has the Botanical Gardens and Godfrey Park for the month of November. Long is assigned Campbell Park and Civic Pride Park for the month of March. Jacobson has Columbia View Park and Heinie Heuman Park for the month of October. Blumenthal has Nob Hill Park for the month of April. Lathrope has Grey Cliffs Park for the month of July. Japanese Gardens will be addressed by a group in the month of June.

OLD BUSINESS

Belcher wants the City to give a presentation on the Sand Island contract. Councilor Sundeen said that he will ask Brad Hendrickson and the City Administrator to attend the February meeting.

Belcher wants to know if Councilor Sundeen is still interested in renaming Botanical Gardens. Councilor Sundeen says he is interested but wanted to get the opinions of the people who first created the garden.

COUNCILOR'S REPORT

Councilor Sundeen thinks that there could be a better job with a new commissioner on boarding and remember to be a voice for your parks.

Lathrope agrees that there needs to be a commissioner onboarding and felt it was lacking when she was a new member. Sundeen thinks that maybe brainstorming and making a list between the members would be a good start.

DISCUSSION ITEMS

Blumenthal gave a recap of all the hours he and his partner spent at Nob Hill.

Blumenthal mentioned the new lawsuit that was won when someone slipped in a park. He was told the City is aware of the situation.

Jacobson stated that people are not cleaning up after their dogs on the gravel trail next to Columbia View Park. He stated he is also working on a grant for an ADA trail going from the Senior Center to the Heinie Heumann Park.

ADJOURNMENT 6:05



PLANNING COMMISSION

Tuesday, January 9, 2024, at 6:00 PM

APPROVED MINUTES

Members Present: Chair Dan Cary
 Vice Chair Jennifer Shoemaker
 Commissioner Russ Low
 Commissioner David Rosengard
 Commissioner Charles Castner

Members Absent: Commissioner Ginny Carlson
 City Councilor Mark Gunderson

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

Others: Brady Preheim

CALL TO ORDER & FLAG SALUTE

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

Preheim, Brady. Preheim was called to speak. He expressed objection to Commissioner Rosengard and Commissioner Castner being on the Commission. He said they would have a hard time recruiting new individuals, because of the respect lost for having these commissioners on the board. He said he was pleased to see the vacant storefronts on the agenda.. He also discussed that he would like to see the Planning Commission work on a solution for the plaza.

CONSENT AGENDA

A. **Planning Commission Minutes Dated December 12, 2023**

Motion: Upon Vice Chair Shoemaker's motion and Commissioner Rosengard's second, the Planning Commission unanimously approved the Draft Minutes dated December 12, 2023. [AYES: Vice Chair Shoemaker, Commissioner Rosengard, Commissioner Low, Commissioner Castner; NAYS: None]

B. **Joint Planning Commission / City Council Minutes Dated December 13, 2023**

Motion: Upon Vice Chair Shoemaker's motion and Commissioner Rosengard's second, the Planning Commission unanimously approved the Draft Minutes dated December 13, 2023. [AYES: Vice Chair Shoemaker, Commissioner Rosengard, Commissioner Low, Commissioner Castner; NAYS: None]

DISCUSSION ITEMS

C. **2023 Year End Summary**

City Planner Jacob Graichen mentioned shared some of the differences between the years. He said it seemed from 2018 to 2022 there was a very busy and almost burnout year for the Planning Department and how many applications and decisions they were making. He also said there is a

significant uptick in Architectural Review which means there is activity in the Riverfront District which is good. He also said there was one Columbia County referral this year.

D. **2024 Development Code Amendments**

Graichen started the discussion with the Commission on the amendments with the idea of discussing items they could share at the City Council and Planning Commission Joint meeting.

He shared how he and Associate Planner Jenny Dimsho went to a legal workshop and there was a discussion on validity periods. He said validity periods are when a land use decision is made, and you have so long to act on the decision. If you do nothing, the validity dies. He said it varies depending on the type of decision. He said this discussion was to see if there were any adjustments needed.

Dimsho shared a table that explained the validity periods. She shared that each decision has a default period, a time extension period, and then a total validity period. She said some of the decisions can be phased. She mentioned the validity periods were all over the place in timelines and there was no reason for this. She said it makes it more complicated when trying to track the projects. She shared some different cities validity period timelines that have similar populations as ours.

Commissioner Rosengard suggested that if you were to make all the validity periods one year each and then made the time extensions available an unlimited use, there might be different total values, but at least they would all be the same amount of time from the start.

There was a discussion on making the time extensions the same amount as the original validity period for ease of use for both the Planning Department and applicants.

Graichen turned the discussion to residential development. He shared the definition of a dwelling unit and advised that the current code allows for anywhere that a single-family dwelling is allowed a duplex is allowed. He said some of the regulations associated with this set the stage for cottage clusters. Cottage cluster development is one property with multiple single-family dwellings on it. Currently the multi-family term refers to three or more units on a property, but those units must be within a building that itself has three or more units. He mentioned in the draft code text the suggestion would be to change the language to say that it did not matter if the units were detached or attached. The difference between would just be the number of units on the property. This would allow more flexibility.

Vice Chair Shoemaker asked about the regulations or suggestions on the size of the buildings that would be allowed on the property for cottage clusters. Graichen said the minimum size would be driven by the Building Code. He also mentioned all the parking requirements, yard design, and setbacks would still apply as well. The size of the structures would be based on meeting all those requirements.

The Commission agreed that cottage clusters were a great addition to the code amendments.

Graichen shared a table for the long-term residential uses by zoning district. He shared some different options on the types of units allowed in different zones.

There was a discussion on the proposed changes to the table. Graichen discussed the residential unit allowed on the same level in non-residential zone. He said in some zones it is specified whether it is allowed or not, but some zones are silent about it. He specifically mentioned the Highway Commercial zone. He said the zone currently is silent on how many residential units are allowed, but he suggested that maybe there should be a more formal regulation on this, as to avoid a lot of residence in these commercial areas. The Commission agreed that two residential units is an appropriate cap for the Highway Commercial zone.

Graichen moved the discussion to Single Room Occupancies (SROs), and he said it is now moved into a category of its own (in State law) and so they cannot deny those types of residences. An SRO is

composed of sleeping units with some shared amenity like cooking or sanitation as opposed to a dwelling units which is all inclusive in its living amenities. He said if the zone allows detached single-family dwellings, they will also have to allow an SRO with up to six units in it (by definition an SRO has at least 4 units). He did mention the statute does not require them to treat SROs the same as single family dwellings, so they could create more guidelines around them, especially around parking.

Graichen discussed building conversions that are sometimes allowed by state law for a conversion of a building that is not in an industrial zone to a residence. He said they cannot impose a Conditional Use Permit, a zone change, and there are parking requirement limitations. He said there is not much more they can do with them other than live with it. But he said they adopted a resolution in December to address the system development charge component of the law. He also mentioned there was some code around allowing affordable housing and building conversions in religious buildings. He said it was more restrictive.

There was a small discussion about using historical buildings as a building conversion for housing.

Graichen said there would be more discussion as the text progresses and the Commission would see more on the changes proposed for Code Amendments.

E. Chair and Vice Chair Selection

Vice Chair Shoemaker said she signed on to be in this role to help but did not want to be Chair. She said she travels and did not feel comfortable committing to the role of Chair. She was willing to stay in Vice Chair though if no one else wanted to.

Chair Dan Cary said he was okay with staying in the position of Chair.

Motion: Upon Commissioner Rosengard's motion and Vice Chair Shoemaker's second, the Planning Commission unanimously approved that Chair Dan Cary should remain Chair. [AYES: Vice Chair Shoemaker, Commissioner Rosengard, Commissioner Low, Commissioner Castner; NAYS: None]

Motion: Upon Commissioner Rosengard's motion and Commissioner Low's second, the Planning Commission unanimously approved that Vice Chair Jennifer Shoemaker should remain Vice Chair. [AYES: Vice Chair Shoemaker, Commissioner Rosengard, Commissioner Low, Commissioner Castner; NAYS: None]

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

- F. Partition at 535 S Columbia River Hwy – Nikhel Chand
- G. Sign Permit at 58551 Kavanagh Ave – Deer Meadow RV Park
- H. Site Design Review (Minor) at 230/240 Strand Street – SOLARC Architecture
- I. Home Occupation at 335 S 19th Street – Amy Nevitt

There was no discussion on the Planning Director Decisions.

PLANNING DEPARTMENT ACTIVITY REPORT

- J. Planning Department Activity Report – December

There was no discussion on the Planning Department Activity Report.

PROACTIVE ITEMS

- K. Architectural Standards

There was no discussion on Architectural Standards.

- L. Vacant Storefronts

Vice Chair Shoemaker shared that she felt very optimistic about the conversation that took place at the joint meeting with the City Council. She said she was encouraged that the MainStreet Program might get involved. She said she would speak with Erin Salisbury, the president of the St Helens Mainstreet Alliance board. They were interested in helping. She also asked about forming a community committee around creating policy around the subject of vacant storefronts. She said she wanted to move forward with having an ADHOC committee. Dimsho said there would need to be some questions asked of staff and Council before they could move forward with forming it.

Graichen asked if they could discuss it at the March joint meeting, and both Vice Chair Shoemaker and Commissioner Charles Castner said they would like to see it happen as soon as possible. Graichen said if they would like to be on the City Council Agenda to discuss it beforehand, it could get the dialogue moving forward. Vice Chair Shoemaker said she would be willing to do that.

There was a discussion about having Mainstreet come to the next meeting to help do a presentation for the Council.

FOR YOUR INFORMATION ITEMS

Dimsho shared the revised site plan for the Columbia View Park project. She shared that when they went to bid, they came in over budget by \$2 million. They went back and looked at the project and removed items that were not grant funded. She said they were trying to minimize costs by not changing the riverwalk with all the structural calcs, but there may be some areas that shrink or have some flexible space for future improvements when funding is available.

Chair Cary asked about if the funding came about in the future for these other projects if there was still room for them in this revised design. Dimsho said yes, they were careful to leave space for those items without much change to the design.

ADJOURNMENT

There being no further business before the Planning Commission, the meeting was adjourned at 8:05 p.m.

Respectfully submitted,

Christina Sullivan

Community Development Administrative Assistant



City of St. Helens
265 Strand St., St. Helens, OR 97051
Phone: (503) 397-6272 Fax: (503) 397-4016
www.sthelensoregon.gov

INFORMAL SOLICITATION:

REQUEST FOR PROPOSALS FOR

THE CITY OF ST HELENS

REALTOR SERVICES

Proposals Due: 5:00 p.m., Monday, March 11, 2024

For Information Regarding this Solicitation contact:

John Walsh, City Administrator

jwalsh@sthelensoregon.gov

(503) 366-8211

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PURPOSE

The City of St. Helens is soliciting proposals for realtor services to assist with the selling and buying of property.

DESCRIPTION OF SERVICES NEEDED

The City of St. Helens is requesting proposals from qualified and interested individuals and/or firms to represent the City in real estate negotiations and transactions. The selected individual or firm will market surplus City real property including:

- Listing City properties for sale
- Communicating with potential buyers
- Assisting with setting a sale price and terms
- Advising City Management and elected leadership during negotiations
- Serving as seller's representative in real estate transactions
- Assisting city staff in documenting sale offers, terms and transactions

The selected individual or firm will also help the city identify, evaluate, and acquire real property, including:

- Serving as buyer's representative in real estate transactions
- Reviewing and interpreting inspection results
- Assisting city staff in documenting sale offers, terms and transactions
- Working with title companies in establishing escrow and working to achieve a smooth transfer
- Attend all closing
- Work with City legal counsel to draft sale documents

DESIRED EXPERIENCE AND QUALIFICATIONS

- Licensed Real Estate Agent in the State of Oregon
- Five or more years of experience, preferably serving governmental clients
- Responsive and flexible to attend evening City Council meetings as needed
- Free of conflicts of interest regarding the City

REQUESTED QUOTATION MATERIALS

1. Statement of Interest, Experience and Qualifications
2. Pricing proposal. Include an explanation of any costs that are not covered in a standard brokerage fee.
3. Three recent references (Municipal government entities preferred, but not required.)

PROPOSAL GUIDELINES AND REQUIREMENTS

Each proposal should address the following in the order requested:

1. Briefly describe your firm including mailing address, number of employees who will be actively engaged in the project, years in business, and relevant experience.
2. Describe any experience in producing sites for governmental organizations.
3. Describe the services your firm will provide, and the associated costs.

All questions regarding this solicitation shall be submitted to John Walsh, City Administrator.

TIMELINE

- Proposals due no later than 5:00 p.m., Monday, March 11, 2024.

SUBMISSION RULES

- Proposals must be received by 5:00 p.m., March 11, 2024.
- Proposals that are emailed, mailed, or delivered in person and received before Monday, March 11, 2024 at 5:00 p.m. will be accepted.

Email Submittals To:

Kathy Payne, City Recorder
Kpayne@sthelensoregon.gov

Mail Submittals To:

Kathy Payne, City Recorder
 City of St. Helens
 265 Strand St.
 St. Helens, OR 97051

EVALUATION COMMITTEE

The evaluation committee will be up to 2 elected officials (Mayor and/or City Councilors), City Administrator, Public Works Director and City Recorder.

EVALUATION CRITERIA

20 POINTS: Professional record and experience, including past record of performance on contracts with municipalities and governmental agencies.

20 POINTS: Capacity and capability to perform the work, including any specialized services.

20 POINTS: Availability to perform the assignment and familiarity with the area in which the specific work is located, including knowledge of techniques particular to it, where applicable.

20 POINTS: The proposal meets the requirements as set forth in the solicitation.

20 POINTS: The firm's proposed project budget, management, and timeline.

You will be contacted if the evaluation committee decides to schedule interviews.

APPENDIX:

1. SAMPLE PROFESSIONAL SERVICES AGREEMENT

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the **City of St. Helens** (the "City"), an Oregon municipal corporation, and _____ ("Contractor").

RECITALS

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

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

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services ("Services") related to _____, and Contractor accepts such engagement. The principal contact for Contractor shall be _____, phone _____.

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

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

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

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following

approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

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

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

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

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

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

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

CONTRACTOR:

Attn: _____

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

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

9. Insurance.

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

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

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

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

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

10. Termination.

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

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

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

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

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

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

10.2 Breach of Agreement

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

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

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

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

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

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

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

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

14. Indemnification.

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

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

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

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

16. Compliance with Law.

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

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

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

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

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

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

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

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

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

16.9.1 Either:

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

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

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

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

16.10 The Contractor must give notice to employees who work on this

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

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

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

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

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

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

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

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

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

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

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

16.21 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national

origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

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

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

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

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

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

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

21. Mediation/Dispute Resolution

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

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

23. Records, Inspection and Audit by the City.

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

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

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

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

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

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

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

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

CITY:**CITY OF ST. HELENS**

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A
Scope of Work

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: _____		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.

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

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C
Terms of Compensation

City of St. Helens

Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 21st day of February, 2024 are the following Council minutes:

2023

- Joint City Council and Planning Commission Minutes dated December 13, 2023
- Work Session, Executive Session, Public Hearing, and Regular Session Minutes Dated December 20, 2023
- Special Session Minutes dated December 28, 2023
- Work Session and Regular Session Minutes dated January 3, 2024

After Approval of Council Minutes:

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



PLANNING COMMISSION & CITY COUNCIL JOINT MEETING DRAFT MINUTES

Wednesday, December 13, 2023, at 4:00 PM

Members Present: Mayor Rick Scholl
Council President Jessica Chilton
Councilor Russ Hubbard
Councilor Brandon Sundeen
Councilor Mark Gundersen

Chair Dan Cary
Vice Chair Jennifer Shoemaker
Commissioner Ginny Carlson
Commissioner Charles Castner
Commissioner David Rosengard (Zoom)

Members Absent: Commissioner Russ Low

Staff Present: City Administrator John Walsh
City Planner Jacob Graichen
Associate Planner Jenny Dimsho
Deputy City Recorder Lisa Scholl
Community Development Admin Assistant Christina Sullivan

This meeting was held in the Council Chambers.

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

DISCUSSION OF PSILOCYBIN PROHIBITION

City Planner Jacob Graichen explained there was a two-year moratorium on the facilitation of psilocybin. He said that moratorium ends at the end of 2024. He mentioned this is the time of year the Planning Department is more able to work on code amendments, and they wanted to use this meeting to discuss the level of concern and their ideas on how to manage this. He said they had done some research in to what other cities have done to implement these guidelines.

Associate Planner Jenny Dimsho shared a presentation on psilocybin facilities in Oregon. She explained Oregon passed a ballot measure that directs the Oregon Health Authority to license and regulate the manufacturing, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services.

She explained the different licenses including manufacturers, service centers, and facilitators.

She shared some of the experiences other communities have had who have already implemented psilocybin service centers. She said some of the centers were in Portland and only about five were open currently. The others were still in the process of getting approval.

She mentioned that most of the customers who utilize these facilities have been reported as out of state customers. She said the cost of the sessions can range from \$1,000 to \$3,000 and that they are not

covered by healthcare. She also said there is a long waitlist for being able to utilize these services and that the service centers she researched offer a long list of tourism activities and places to stay while you wait. She said it seemed to be advertised as medical tourism. She also said they look like medical offices and sometimes share space with other medical facilities.

There was a small discussion on how these service centers were regulated.

There was a small discussion on the education required to be a psilocybin facilitator.

She discussed some of the next steps that would need to take place to help implement development code around these service centers. She said there could be rules that are adopted, or they could use existing rules.

There was a discussion on what zoning districts they see these centers allowed in or where they do not want to see them.

Vice Chair Jennifer Shoemaker said she considered this alternative medicine but was concerned about the number of them opening in our community.

Council President Jessica Chilton said she wanted to be sure we listen to the people in our community and create guidelines that fit those needs.

Commissioner Ginny Carlson said this is a new form of medicine for those who are beyond the reach of pharmaceuticals, and she felt that even though we may not understand it if it can help someone, she is glad it is available to them.

There was a small discussion about how psilocybin is administered.

Councilor Mark Gunderson expressed concern that there were not more qualifications needed to be a facilitator.

Dimsho shared different options to use the zoning to help keep the locations in specific areas.

Mayor Rick Scholl said he had not heard many individuals discussing the psilocybin service or the measure so he did not see the service centers as being something that would be in high demand to move to this community.

There was a discussion on where service centers and manufacturers of the psilocybin could be located and what an appropriate number of restrictions for them would be.

DISCUSSION OF VACANT STOREFRONTS

Vice Chair Shoemaker opened the discussion by sharing that the Planning Commission has a Proactive Items list and they felt like they had been choosing items to work on that were more on their personal agenda versus what the Community would like to see.

She said there was a consistent group of citizens coming and asking the Planning Commission to address the vacant storefronts. She shared some research done on other communities and how they handle vacant buildings.

There was a small discussion about the different storefronts in St. Helens that were vacant.

There was a discussion on ways to incentivize business owners to keep their storefronts from being vacant.

Councilor Russ Hubbard said the financial burden maintaining a business in specific districts can be overwhelming for some. It can also be a discouragement to new developers coming in who do not receive the grandfathered in rules for the building they might be looking at.

Commissioner David Rosengard said maybe it would be beneficial to investigate other cities, like Astoria, who have a lot of older buildings with storefronts in them and what they have implemented to keep those storefronts open.

There was a discussion about restoration grants or how the City could control the taxation to incentivize the business to stay open. They also discussed the affordability of maintaining occupancy through the code.

Councilor Chilton suggested starting a registry to track the vacant storefronts and then there would be exact documentation on where they are located, who owns them, and what they are being used for.

There was a discussion about involving the Mainstreet program for information to help shape an idea for how to move forward.

There was a small discussion on how to demolish old buildings and the rules that are already in place.

There was a discussion on the current locally designated landmarks list and how there were so many buildings missing that should be on the list. There was a discussion about updating the list to get some of these buildings on it.

Mayor Scholl said the Planning Commission and City Council could get together and educate the community on the significance of historic preservation and why adding their historic building to the list would be valuable.

OTHER BUSINESS

Vice Chair Shoemaker mentioned in the meeting the night before that the Planning Commission was asked about pausing their stipends because of the City's budget crisis. She said everyone in the group was on board with saving the City any money they can if it saves an employee from having to furlough or having to be paid off. She said they wanted to encourage other Commissions to do the same.

Commissioner Carlson said in the spirit of teamwork everyone should feel the pinch if one group must.

Mayor Scholl said the Budget Committee had not been formed yet, and once they were, they would look at all the items in the budget and determine the best route to move forward.

There was a small discussion about ideas that could be discussed at the next joint meeting. There was consensus that vacant storefronts should be on the agenda to continue the discussion from this meeting.

Councilor Hubbard said he would like to see the City Council move forward in asking the Planning Commission more questions before decisions are made and to utilize the Planning Commission ahead of time more often, instead of decisions being made by the Planning Commission and then coming to the City Council. Chair Cary said this was the point of the City Council Liaison coming to the meetings.

Mayor Scholl discussed a little more about the ex parte contact with liaisons and that we need to do some more education on it across the board in all meetings and commissions.

There being no further business the meeting was adjourned at 5:42 p.m.

Respectfully submitted,

Christina Sullivan

Community Development Administrative Assistant

/s/

Rick Scholl, Mayor

/s/

Dan Cary, Chair



COUNCIL WORK SESSION

Wednesday, December 20, 2023

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator	Brian Greenway, Police Chief
Kathy Payne, City Recorder	Jacob Graichen, City Planner
Lisa Scholl, Deputy City Recorder	Bill Monahan, Contracted City Attorney
Gloria Butsch, Finance Director	Tina Curry, Contracted Tourism Director

OTHERS

Ron Trommlitz	Jane Garcia	Drew McNaughton
Bobbe Trommlitz	Brady Preheim	Andy Bates
Steve Topaz	Michael Curri	Arthur Leskowich
Stephanie Patterson	Steve Toschi	Debbie
Jamie Howsley		

CALL WORK SESSION TO ORDER – 2:00 pm

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

- ◆ Ron Trommlitz. Mr. Trommlitz spoke about his concerns regarding the 2MG Water Reservoir leaking, the St. Helens W-49 contract, and what was included in the Walker Report, believing the City's silence was part of complicity.
- ◆ Brady Preheim. Mr. Preheim expressed concerns about the budget and the expense of a service other than Comcast. He hoped the Council would approve the tourism contract up for review, noting the current contractor had performed above and beyond. He opposed building the new police station and billing it to the water bill which he believed was illegal. Because the police staffing was an emergency, he would support the fee on the bill only for staffing. If the City wanted to build the station, it should get a levy. He was unhappy that a qualified applicant like Jane Garcia would be rejected from the Budget Committee, noting the double standard of other Council-approved committees' members not living within the city.
- ◆ Steve Topaz. Mr. Topaz continued to state that his verbal and written comments had been rewritten and approved by Council. His written comments had been delivered to the Council by email; most of the Council did not open emails sent to them from the public. The Budget Committee meeting should be held within the month. He posed numerous questions regarding nonstandard accounting by City Administrator Walsh's assistant/financial director, the role the contract arranged by Walsh with Mark Comfort played in Cascades leaving, problems of the grow

facility affecting Cascades' decision, the financial requirements to supply enough water to keep the sewer treatment plant operational, the potential of the geotech problems under the Waterfront property affecting the value of the property, the 1st Street Gateway project's underground conditions, and the possibility of removal of federal financing for police projects in the future. The contract for Halloweentown should be reviewed. He spoke of the Gable Road apartment complex adding to the Police Department's workload.

- ◆ Steve Toschi. Mr. Toschi urged no more spending on Riverfront architects until the City got a handle on its finances. The City spent \$1 million on the police station, and it had to be re-designed. Big questions remained regarding the City's finances. The tourism program is working. The finances of the contract were invisible to the public. That's a problem with the City, not the contractor. [His connection broke up.] He asked the Council to move forward cautiously on the tourism contract, offering his help with the process.

DISCUSSION TOPICS

1. Update on Broadband Feasibility by Strategic Networks Group - *President Michael Curri*

Michael Curri, President, Strategic Networks Group, presented via PowerPoint an update on the broadband feasibility study for which the Council had allocated American Rescue Plan Act funds, a copy of which was included in the archive packet for this meeting, addressing the need for broadband in the area.

Key discussion items regarding broadband feasibility were as follows:

- Mr. Curri acknowledged that whatever cost factors were determined would be the amount of funds requested of the State, noting the importance of public-private partnerships to get the digital infrastructure in place and make the cost reasonable.
- The Oregon Broadband Office was currently working through the question of what rules and conditions they would attach to the funding such as would the City need to match; the City would have the information about who would be targeted with the money, etc., from the study.
- He and the Council discussed next steps and funding.
- Mayor Scholl believed the highest priorities were underserved youth and families and seniors who were unable to afford broadband and did not know about the \$30 subsidy.
- Strategic Networks Group could help the City explore and understand options for contracting with a private company for internet service.
- Council President Chilton spoke about wanting to be able to accommodate the culture shift after Covid of utilizing the internet for other than entertainment purposes. The internet needed to be reliable and affordable.
- Councilor Hubbard noted the average cost to connect a structure to the fiber backbone was between \$3,000 and \$4,000, possibly more if farther apart. Mr. Curri acknowledged the cost depended on the distance, noting roads cost 20-100 times as much as fiber and that Internet is important in everyone's life.
- When Brady Preheim asked about the bundle of phone, television, and internet, Mr. Curri responded that a spectrum of options existed, adding how a public-private partnership would not mean the municipality would own or run the network. The City would need to assess the gaps and the best options to bridge the gaps based on the costs.
- Councilor Gundersen talked about needing to compete with providers already in place and asked if they would use the City's fiber. Mr. Curri replied the details of where the actual infrastructure was would need determined as well as identifying where the gaps were.
- Drew McNaughton spoke about his experience with public-private partnerships.

Mr. Curri will return with a report in two or three months.

2. Review of HB2984 for Commercial to Residential Building Conversions - *City Planner Jacob Graichen*

City Planner Graichen reviewed his memo (included in the meeting archive packet) relating to Resolution 1999 which pertained to System Development Charges (SDCs) and was on tonight's Regular Session agenda for approval. HB 2984 required local government to allow a commercial building or portion of one to be converted to residential use; it did not apply to industrial zoning. The bill aimed to help convert commercial vacant buildings to needed residential use and included restrictions on parking and provisions on how SDC rules were implemented unless there were a specific policy in effect before December 31, 2023.

Key discussion items regarding HB 2984 were as follows:

- He clarified the restrictions on parking would not let the City require the amount of parking needed if a property were, for example, an apartment complex.
- Mayor Scholl spoke about Governor Kotek's plan to address the housing crisis and how it did not make sense for the State to adopt putting together a group of contractors who would probably be difficult for the City when moving forward with planning, etc.
- Council President Chilton was concerned about such rules being imposed on smaller cities, believing they were unfair.
- Mr. Graichen clarified it would depend on the type of SDCs as to whether the City could charge SDCs per unit in a building.
- He and the Council discussed the potential impacts of the new rules.
- Council President Chilton said she would like to see the Planning Commission work on the matter a bit.
- Mayor Scholl spoke about what was going on at the state level; it was an aggressive approach. Housing was a priority and then mental illness, schools, and houselessness which all intertwined. Given the resources, allowing more housing to be available was not a bad thing.
- Councilor Gundersen talked about how HB 2984 seemed more appropriate for bigger cities; Mr. Graichen agreed that larger cities did have more vacant commercial properties.
- Mr. Graichen said the matter related to the cottage cluster rule could help define the issue if the City ended up facing it.

3. Review of Events Management Contract - *City Administrator John Walsh*

City Administrator Walsh reviewed the E2C contract, a copy of which was included in the archive packet for this meeting. He noted the contract had exceeded the City's expectations. The contract in its current form would need a modification to align with the budget to allow the contractor to provide monies back to the City. He sought the Council's feedback on how they would like to move forward.

Key discussion items regarding the E2C contract were as follows:

- Walsh spoke to how tourism funds were not visible to the public due to rules regarding independent contractor's laws, addressing how the account was audited.
- Councilor Hubbard found how the money flowed through everything very convoluted. People wanted to see better accounting. He believed a new contract that went out for bid would help clarify matters and quiet criticism of the contract.
- Finance Director Butsch spoke about being careful due to the public-private partnership. The contract was to provide the events and had a profit-sharing component. It was up to the contractor to report to the City on its profit share. Accounting was the responsibility of the independent contractor, as written in the contract. If the Council wanted more transparency, it would need spelled out in the contract. The matter was not in her hands as the City's Finance Director.

- Walsh said changes could be made which he recommended as far as defining what the subcontractor 5% markup fee was. It would be easy to include in the contract the idea of moving to a franchise model and taking a percentage of sales. The City could also have the contractor entirely responsible for their own expenses and not lean on the hotel/motel tax; the contractor would pay herself from proceeds.
- Mayor Scholl asked the Council to divulge any ex-parte contact, especially with an ex-employee about finances or audits, to the entire Council prior to any discussion. Councilor Hubbard replied he did not have contact but was reading a Tourism Committee report.
- Event Coordinator Tina Curry and Mayor Scholl spoke about the past with the Tourism books and Matt Brown; Ms. Curry noted her company passed the audits 100 percent, both times.
- Council President Chilton said she saw no issues with the contractor but the public needed educated on the relationship between the City and an independent contractor. The City may need to consider making the event coordinator position a City employee in order to know all the details.
- Mr. Walsh recommended extending the current contract at least three months to work on any changes the Council wanted to make, specifically to work on the revenue-sharing details of the contract which was not talked about at all in the current contract and could net \$220,000-\$230,000 more to the City's budget.
- Mr. Walsh clarified only a certain percentage of the special revenue could be transferred to the General Fund to support services.
- Council President Chilton said she would like Butsch involved in working on the contract.
- Councilor Sundeen stated he would like input from Ms. Curry when reviewing the contract. It was hard to understand how the Council had no input over massive City events. The lack of oversight had also been brought up to him.
- Councilor Hubbard noted he had nothing against Ms. Curry; he was trying to address people claiming all Tourism proceeds were hers when they were the City's money.

The consensus of Council was to review the E2C contract.

Break - 3:34 pm

EXECUTIVE SESSION

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

Return from Break and Executive Session – 4:04 pm

4. Discussion regarding Police Staffing

Mayor Scholl talked about officer burnout and pending retirements. He and Councilor Sundeen had met with the police union, and they were continuing to work through the issues. Walsh acknowledged the need was a Council priority, and staff was looking at a model that would provide alignment of resources with expenses and at some service alignment reductions.

Key discussion items regarding police staffing were as follows:

- Mayor Scholl said the Council appreciated the Police Department. Officers were burned out and wanted to know there would be hope for relief in the future. The new police station was no longer the priority; the Police Department would prefer to use the \$10/month utility fee to hire more officers.
- Council President Chilton was concerned about the money already spent for the new station which did not reflect well on the Council. She was not confident the Council had truly looked everywhere to find money to hire more officers and did not think it was smart to reallocate money the Council had already prioritized for another project.
- Walsh said the Council had consciously reduced the City's reserve balance from 20 percent to 15 percent, resulting in a \$1.6 million deficit. The Council needed to decide whether to try to get

back to 20 percent reserve in one year or grow it back over several years. Mayor Scholl said such matters would be discussed at the Budget Committee.

- Council President Chilton suggested putting pauses on some projects in order to focus on police because building the city bigger without policing to support it would be putting the cart before the horse. She believed the Riverwalk project should be stopped for now. Mayor Scholl said part of the budget process was a loan already taken out that could be rolled into Urban Renewal to push the projects through.
- Walsh said the scope had already been reduced for the Riverwalk project by removing all the elements that were not grant-funded or SDC-funded. It was on tonight's agenda for approval.
- Mayor Scholl agreed with Council President Chilton that the police station was old and could not be remodeled. The City had a design plan that could be put in a different location. The matter would need to be figured out through the Budget Committee.
- Council President Chilton said if the City were to consider cutting projects out, it should prioritize project by safety and infrastructure needs, and she did not believe the Riverwalk fit either need.
- Mayor Scholl talked about the bond that they could use for the Riverwalk. Walsh pointed out that Urban Renewal funds could not be used for operations. He and the Council discussed Urban Renewal Agency funds.
- Ms. Butsch stated that an Urban Renewal educational session was planned.
- Councilor Hubbard spoke about how he believed the Council's priorities should be life, fire, and safety.
- Council President Chilton talked about how hiring more officers would only be a bandage for an issue the Police Department had been telling the Council about for years: a system was needed for retirements because of how long it took to get police officers on the road. Walsh clarified Staff was planning for the issue in budgetary ways.

5. Report from City Administrator John Walsh

Walsh presented his report. Key highlights were as follows:

- Tonight the Council would adopt a budget officer who would work on the grant agreement for the Economic Opportunity Analysis which was also on the agenda for approval tonight.
- The amendment to the Riverwalk project on tonight's agenda was actually a scope reduction. He explained how the budget was reduced by \$176,000.
- The City was still hopeful Project Sprint would move forward, and there was no indication they would not. He expected communication on the project fairly soon. The City was working with PGE and the PUD to get the new substation to meet the power needs.
- Regarding the Cascades Tissue closure, the City was coming to terms on the lease termination agreement. Staff had a draft and tentative approval from Legal. Cascades would like the matter wrapped up by the end of the year. Staff hoped to do a special session next week to discuss the terms of the agreement.
- He explained the difference between the two proposals for security services at the Mill site for which he sought the Council's input, from the existing Cascades service provider and an extension of the agreement with Moore Site Services. The Council discussed the idea of using the police to do extra patrols instead of private security and whether to separate security from maintenance. Mayor Scholl clarified if anything were to happen, Moore Construction had the best understanding of the Mill of any contractor in the area.

City Recorder Kathy Payne asked if Council wanted to do the community grant program which would normally be advertised in January. Mayor Scholl suggested not doing the program this year due to the City's finances. Council President Chilton recommended making a public announcement if the Council decided not to do the program. Payne would work with Communications Officer King to do a

press release. Council President Chilton said the Council could reassess annually whether to open the program back up.

ADJOURN – 4:39 pm

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

December 20, 2023

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

Staff Present: John Walsh, City Administrator
 Kathy Payne, City Recorder
 Jacob Graichen, City Planner
 William Monahan, City Attorney with Jordan Ramis PC (via Zoom)
 Jamie Howsley, City Attorney with Jordan Ramis PC (via Zoom)
 Joseph Schaefer, City Attorney with Jordan Ramis PC (via Zoom)

Others: None



At 3:41 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Consult with Legal Counsel/Litigation**, under **ORS 192.660(2)(h)**
 - Update on the potential litigation regarding the proposed location of the Public Safety Facility.
- **Real Property Transactions**, under **ORS 192.660(2)(e)**
 - Nothing was discussed under this provision.

The Executive Session was adjourned at 4:02 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor

An audio recording of this meeting is archived at City Hall.



COUNCIL PUBLIC HEARING

Wednesday, December 20, 2023

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Jessica Chilton
 Councilor Mark Gundersen
 Councilor Russell Hubbard
 Councilor Brandon Sundeen – Via Zoom

STAFF PRESENT

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

OTHERS

Wayne Weigandt	Jennifer Gilbert
Nick Hellmich	Steve Toschi
Briana Koch	Stephanie Patterson
Steve LeSollen	Brady Preheim
RLT	Lisa Marsh

OPEN PUBLIC HEARING – 6:30 p.m.

TOPIC

1. Comprehensive Plan Map and Zoning Map Amendment (CPZA.2.23) at 475 N. 12th Street (Stamp)

City Planner Graichen covered preliminary matters. There were no potential or actual conflicts of interest or bias in this matter. There were no objections from the audience for the Council to make a fair decision.

Graichen went on to review the staff report, a copy of which is included in the archive packet for this meeting. The property consists of four lots. It is zoned Light Industrial (LI) and surrounded on three sides by residential zoning. Graichen talked about the surplus of LI land. The adjacent LI land is surrounded by a wall, separating it from this property. No objections were received. Planning Commission unanimously recommends approval of the amendment.

PUBLIC TESTIMONY

Applicant

- ◆ Wayne Weigandt. He acquired the property over a year ago. The size of the property and zone made it difficult to develop as industrial. His proposal is to develop residences there. None of the neighbors have objected to that proposal. This will be positive for the City.

Discussion about the property. The request is for it to be zoned residential and developed as such.

No other public testimony.

CLOSE PUBLIC HEARING – 6:48 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, December 20, 2023

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Jessica Chilton
 Councilor Mark Gundersen
 Councilor Russell Hubbard
 Councilor Brandon Sundeen – Via Zoom

STAFF PRESENT

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

OTHERS

Wayne Weigandt	Jennifer Gilbert	Jennifer Massey
Nicholas Hellmich	Steve Toschi	Arthur Leskowich
Briana Koch	Stephanie Patterson	Shauna Stroup
Steve LeSollen	Brady Preheim	
RLT	Lisa Marsh	

CALL REGULAR SESSION TO ORDER 7PM

PLEDGE OF ALLEGIANCE

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

- ◆ Steve Toschi. He talked about all the time he has spent conducting audits as an attorney. He is offering his skills to assist the City. He will work with the Budget Committee members so the public will know the financial state of the City and what to expect next year. If there is a request for a levy, people will know it's based on accurate information. What has happened to the money? Employees are being notified of possible layoffs. He applied to serve on the Budget Committee and looks forward to working alongside the Council. He does not believe they can rely heavily on the audits. They need to rely on the work of the Budget Committee.
- ◆ Brady Preheim. He is following up on questions about tourism. Councilor Hubbard asked why Matt was not in jail, which Brady thinks he should have been put in jail. Matt accused the tourism director of taking funds and did not know what was in his own bank accounts. He was negligent in his duties and unresponsive to the Council. Brady recommended Councilor Hubbard go back and watch that meeting. Tourism is a contract; you don't get to ask questions about what everything costs. E2C was audited and it showed no problems. He disagreed with City

Administrator Walsh about taking \$120,000. That money is dedicated to tourism. The money received from hotel/motel tax is required to go to tourism. They can't steal her money.

- ◆ Nicholas Hellmich. He is an advocate for Psilocybin Therapy. It has positive impacts on mental health and offers a holistic approach. It is relatively safe when administered responsibly in a controlled setting. It will have a positive economic impact on the City. He has Post Traumatic Stress Disorder and it has helped with his mental health. He has become a better person with it.
- ◆ Adam St. Pierre. He had a problem with the Zoom link. There was discussion a few months ago about permitting for large events. There are studies that show how many officers are needed per size of event. It's important that the Police Department signs permits so there is proper public safety available.
- ◆ Low Mason, citizen and member of the Budget Committee. He recommends Brady Preheim and Steve Toschi for the Budget Committee. They are both very passionate about the City and would be an asset.
- ◆ Tina Curry. Update since the last tourism report:
 - Sun Maid Raisins won two awards for their campaign in St. Helens in 2022
 - Best Campaign on a Budget
 - Best Holiday Campaign
 - KOIN News invited Crooked Creek Brewery for an interview. The first thing the interviewer said was that he came to Halloweentown and discovered the craft brew house.
 - An author has signed a book deal to write three books based on Halloweentown and a murder that begins at a bookstore here. She is a 2020 Oregon Book Award recipient.
 - Three brick and mortar buildings have been completely remodeled because of the money coming in from Halloweentown.
 - Potential hotels want to know what the tourism program offers.
 - Distributed a flyer showing activities that are offered year-round. A copy is included in the archive packet.

DELIBERATIONS

1. Comprehensive Plan Map and Zoning Map Amendment (CPZA.2.23) at 475 N. 12th Street (Stamp)

Motion: Motion made by Councilor Gundersen and seconded by Councilor Hubbard to approve the Comprehensive Plan Map and Zoning Map Amendment at 475 N. 12th Street. **Vote:** Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

RESOLUTIONS

2. Resolution No. 1996: A Resolution to Set 2024 City Public Meetings and Holiday Closures Schedule for City of St. Helens Council, Boards, and Commissions

Mayor Scholl read Resolution No. 1996 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Resolution No. 1996. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

3. Resolution No. 1997: A Resolution to Appoint a Budget Officer for Fiscal Year 2024-25

Mayor Scholl read Resolution No. 1997 by title. **Motion:** Motion made by Councilor Gundersen and seconded by Council President Chilton to adopt Resolution No. 1997.

Discussion. This appoints the Finance Director to that position. It's part of the budget process.

Vote: Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

- 4. Resolution No. 1998:** A Resolution Determining that a Nuisance Exists Upon Property Located at 2015 Cowlitz Street within the City of St. Helens and Directing that Notice to Abate the Nuisance be Posted on Said Premises

Mayor Scholl read Resolution No. 1998 by title. **Motion:** Motion made by Councilor Gundersen and seconded by Council President Chilton to adopt Resolution No. 1998. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

- 5. Resolution No. 1999:** A Resolution Adopting a Policy Regarding System Development Charges for Conversion of Buildings from Commercial to Residential Use in Non-Industrial Zones

Mayor Scholl read Resolution No. 1999 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen to adopt Resolution No. 1999. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

6. Extension of Agreement with Drake's Towing & Recovery for Exclusive Towing Services
7. Second Amendment to Agreement with Oregon Patrol Service for Bailiff Services
8. Extension of Agreement with Advantage JC Excavating for Clean-up of Various Properties inside City Limits
9. Grant Agreement with Department of Land Conservation and Development for 2023-2025 Technical Assistance
10. Extension of Agreement with Wetland Solutions NW, LLC for Services related to Wetlands
11. First Amendment to AKS Engineering & Forestry, LLC Agreement for Salmonberry Reservoir Water Right Permit Renewal
12. Sixth Amendment to David Evans & Associates Agreement for Columbia Blvd. Sidewalk & Safety Improvements
13. Amendment to Agreement with Mayer/Reed, Inc. for Design, Construction, & Permits for Riverwalk Phase I & Columbia View Park Amphitheater

Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '6' through '13' above.

Discussion. Clarification about number 12. It's extended for closeout activities.

Councilor Hubbard recused himself from the vote for number 13.

Vote: Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard (except for #13), Councilor Sundeen

REVIEW APPLICATIONS FOR AND APPOINT MEMBERS TO BUDGET COMMITTEE

14. Budget Committee Applications

Six qualified applications were received for four positions. Ballots were distributed to the Mayor and City Council to each vote for four. Deputy City Recorder Scholl called Councilor Sundeen to take his vote over the phone. City Recorder Payne will tally the votes for announcement later in the meeting.

CONSENT AGENDA FOR ACCEPTANCE

15. Library Board Minutes dated November 13, 2023
16. Parks & Trails Commission Minutes dated November 13, 2023
17. Planning Commission Minutes dated November 14, 2023

Motion: Motion made by Councilor Gundersen and seconded by Council President Chilton to approve '15' through '17' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

CONSENT AGENDA FOR APPROVAL

18. Fiscal Year 2024-2025 Budget Calendar
19. City Council Minutes dated November 15, 2023
20. Animal Facility Licenses
21. Accounts Payable Bill Lists

Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to approve '18' through '21' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

WORK SESSION ACTION ITEMS

None

COUNCIL MEMBER REPORTS

Council President Chilton reported...

- Met with Jim Coleman recently and had a really good conversation.
- Attended the Toy 'N Joy Fundraiser.
- Rang the bell for Salvation Army at Safeway. A homeless man even put money in the can. It was a humbling experience.
- Attended the joint City Council Planning Commission meeting. It went well with good teamwork.
- Merry Christmas!

Councilor Sundeen reported...

- It was a good Parks and Trails Commission meeting last week. A few things discussed were:
 - Improving signage
 - Documentation of the history of the parks
 - Jerry Belcher is leading the discussion of the Urban Trail
 - There were questions about dogs in public buildings and how "well-behaved" is defined. They have referred the discussion to the Safety Committee.
 - Still one vacancy
- There were good discussions at the joint City Council and Planning Commission meeting. He looks forward to working with them more in the future.

Councilor Gundersen reported...

- Agreed that the joint Planning Commission and City Council meeting went well. He feels that everyone was heard.

Councilor Hubbard reported...

- The Library applied for a \$116,000 grant, which would fund a part-time Makerspace Technician.
- Councilor Sundeen led a great historical Christmas presentation at the Library.

MAYOR SCHOLL REPORTS

- Agreed it was a good joint City Council and Planning Commission meeting. They worked well together. There was discussion about vacant storefronts. Mainstreet agreed to help with that.
- The Toy 'N Joy auction was really good.
- Project Sprint is still moving forward. Meeting their needs for power is the biggest hurdle right now.
- Merry Christmas and Happy New Year!
- Sorry to hear about yesterday's tragedy. He is praying for the family.

OTHER BUSINESS

After a tally of votes, a tiebreaker was conducted for appointment to the Budget Committee. It resulted in the following applicants with the most votes: Ivan Salas, Jennifer Gilbert, Jennifer Massey, and Steve Toschi.

Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to appoint Ivan Salas, Jennifer Gilbert, Jennifer Massey, and Steve Toschi to the Budget Committee. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

ADJOURN - 7:40 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL SPECIAL SESSION

Thursday, December 28, 2023

DRAFT MINUTES

This meeting was held via Zoom only.

MEMBERS PRESENT

Mayor Rick Scholl
 Councilor Mark Gundersen
 Councilor Russell Hubbard
 Councilor Brandon Sundeen

MEMBERS ABSENT

Council President Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder

OTHERS PRESENT

David Rabbino, City Attorney with Jordan Ramis
 William Monahan, City Attorney with Jordan Ramis
 Scott Keith, Reporter for Spotlight Newspaper
 Scott Jacobson

CALL SPECIAL SESSION TO ORDER – 4:03 p.m.

At 4:06 p.m., Mayor Scholl recessed the Special Session and went into Executive Session under ORS 192.660(2)(h) Consult with Legal Counsel/Current or Potential Litigation to review the Cascades Tissue Lease Termination Agreement with City Attorney David Rabbino.

At 4:21 p.m., the Special Session was reconvened.

APPROVE AND AUTHORIZE FOR SIGNATURE

2. Cascades Tissue Lease Termination Agreement

Attorney David Rabino reported that Cascades Tissue will be responsible to pay the City \$600,000, which will be allocated to pay for sludge removal, payment for various parts and equipment that they are removing from the facility, and funding to provide security of the premises for the first six months of next year. They are also agreeing to help train City personnel to take over the mill, conducting winterization of the premises, taking care of repairs, and preparing machinery for auction. Cascades Tissue has also agreed to work with the City to solve the pending litigation, which the City will dismiss the pending appeal and Cascades Tissue will vacate the existing limiting judgement. That will clean up title issues. He recommends proceeding with the agreement. It has been negotiated in good faith and is reasonable for both parties.

Mayor Scholl agreed that this fair. Councilor Hubbard agreed. The most positive part of the closure is the end to the litigation.

Motion: Motion made by Councilor Hubbard and seconded by Councilor Gundersen authorizing Mayor Scholl to sign the departure agreement with Cascades Tissue. **Vote:** Yea: Mayor Scholl, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

ADJOURN – 4:28 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

December 28, 2023

This meeting was held via Zoom only.

Members Present: Rick Scholl, Mayor
Mark Gundersen, Councilor
Brandon Sundeen, Councilor
Russell Hubbard, Councilor

Members Absent: Jessica Chilton, Council President

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder

Others Present: David Rabbino, City Attorney with Jordan Ramis PC
William Monahan, City Attorney with Jordan Ramis PC
Scott Keith, Reporter with the Spotlight Newspaper



At 4:06 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, authorized representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Zoom room. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the Executive Session, except to state the general subject of the session as previously announced. No decision may be made in Executive Session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Consult with Legal Counsel/Current or Potential Litigation, under ORS 192.660(2)(h)**
 - Review of Cascades Tissue Lease Termination Agreement

The Executive Session was adjourned at 4:20 p.m.



ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

An audio recording of this meeting is archived at City Hall.



COUNCIL WORK SESSION

Wednesday, January 03, 2024

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator	Brian Greenway, Police Chief
Crystal King, Communications Officer	Mike De Roia, Building Official
Jenny Dimsho, Associate Planner	Bill Monahan, Contracted City Attorney
Gloria Butsch, Finance Director	Tina Curry, Contracted Tourism Director

OTHERS

Ron Trommlitz	Jane Garcia	Brady Preheim
Steve Topaz	Scott Jacobson	Eddie Dunton
CDC	Shannon Sims	Lori Armstrong
MM	SB	

CALL WORK SESSION TO ORDER – 2:00 pm

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

- ◆ Chief Brian Greenway. Chief Greenway read a statement to the public and the Council apologizing to Heather Epperly and the Halloween Parade Committee for his public comment at the October 18, 2023, Council meeting where he disagreed with her statements about the police's level of service at the Halloween Parade which contradicted the City's mantra where public comment is a time for listening, not for dialogue. He had also offered his apologies to Ms. Epperly in person, noting they both were committed to strengthening communications surrounding future parades.
- ◆ Rick Scholl. Mayor Scholl apologized to Councilor Russ Hubbard for suggesting Councilor Hubbard had ex parte contact at the last work session when he was in fact referring to a City document.
- ◆ Brady Preheim. Mr. Preheim spoke about how, per the Administrator Code, 91 percent of the money collected from the hotel/motel tax would be spent on tourism. That percentage could not be reallocated to the General Fund as City Administrator Walsh said at the last work session. To remove those funds from the Tourism Director would be foolhardy as no one else knew what to do with the money. It would be another mistake made by the Council. He believed the Council needed to sign the tourism contract and if sending it out for RFP, it should be started now for 2025, not for the contract that expired a month ago. Preparations for next year's Halloweentown began last summer.

- ◆ Ron Trommlitz. Mr. Trommlitz spoke about the Walker consultant's report which Mr. Walsh had said was being withheld. The report could disclose the City's participation leading up to the 2MG reservoir rehabilitation failure which he addressed. He spoke about how concrete core samples should have been taken before the W49 contract was bid, the core sample results taken six weeks after the settlement and mutual release agreement, and the results of the petrographic examination.
- ◆ Steve Topaz. Mr. Topaz asked if the denial to share his slides via USB drive was an administrative decision; it had been allowed up until last year. He would send the Council what his slides said. He said the community should have a final say as to the changes to the Riverwalk Project. St. Helens had historically been a large polluter of the Columbia River, and he addressed how the city still was, wondering if the City had asked the Army Corps, DEQ, and other agencies how federal involvement in the clean-up plan of the river would affect the City's plans. He spoke about how the flow of contaminated groundwater caused cave-ins, demonstrating the land next to the river was unstable and about the studies of the waterfront, the cooling pond, the creosote plant, and the mill plant.
- ◆ Lori Armstrong. Ms. Armstrong said she was in attendance to represent the Christians in the community and expressed concerns about the decorations in the square not representing what Christians celebrate. She spoke about the Wiccan and Pagan decorations, asking who made the decisions for the statues in the County-owned center square. The Christian community would like to put a Nativity scene in the square next Christmas and a cross for Easter, and she would like feedback and direction.

DISCUSSION TOPICS

1. Review Revised Riverwalk Plans - *Shannon Simms, Mayer/Reed*

Associate Planner Jenny Dimsho reviewed via PowerPoint the recent timeline, process, bids, and revisions as well as the \$2.3 million in grant funding for the Columbia View Park project. The remainder of the \$3 million construction budget and all the design work was the Urban Renewal Agency contribution. She clarified the project was bid from July to September of 2023 and the Local Government Grant program knew the City was planning on construction in 2024. The Land and Water Conservation Grant had a five-year horizon.

Mayor Scholl asked staff to think about whether it would make sense to put the project out for bid again.

Shannon Simms, Mayer/Reed, reviewed the redesigned project proposal which took into account the value engineering discussed with staff after analyzing the bids that were much higher than anticipated. Efforts were refocused on just the main Riverwalk component which was largely unchanged from the design in the previous bid package. The stage area redesign was removed from the project scope proposal; the existing playground and splash pad were not changed.

Key discussion items regarding the revised Riverwalk plans were as follows:

- Mr. Walsh noted the revisions made were an attempt to downsize the project enough to preserve the elements so they can happen in the future when funds become available and also meet the expectations of the grant.
- It was confirmed the south pathway going all the way to the end one day would connect to Phase 2 when there is additional funding which had always been the plan for Phase 1.
- Ms. Simms clarified that what they designed already for the stage would fit in the future or with minor adjustments.

- Mayor Scholl believed the cost to move the playground could not be that expensive, noting it would be nice to have the playground on the other side. He asked for the Parks and Trails Commission to be consulted about the possibility.
- Council President Chilton did not believe the playground could be taken apart and put back together safely.
- Ms. Simms described the stormwater facility, clarifying it might not be the size as shown in the revised site plan because the rest of the design team was mobilizing to update plans to match the displayed scheme.
- Councilor Sundeen advocated for very low-maintenance in the planned slope area, asking Ms. Dimsho to attend the Parks and Trails Commission meeting next week. She replied that she had asked that the revised project be added to the Commission's agenda.
- Mayor Scholl agreed with Councilor Hubbard about making the stage fit now so that what would be built now would not have to be torn out.
- Ms. Dimsho clarified the City was not chasing \$2.3 million in grants; the grants were required and were entirely for the Riverwalk project.
- She further clarified the funding for the design costs outside of the grants would come from the Urban Renewal Agency and the special Public Works fund which was a loan program through the state. The grants required the City's contribution which was addressed by Finance Director Gloria Butsch.
- Ms. Dimsho said she hoped moving forward and going out for bid, the cost for the project would not be above what the City had. The City had numbers in hand from going out to bid that said that would not happen. The Urban Renewal Agency would cover whatever it takes to get the project built.
- Ms. Simms addressed why the estimate from September 2023 was so wildly different from the one in January 2024, explaining how the site design project was now much simpler which should be more aligned with the anticipated budget.
- Council President Chilton spoke about why she wished the Council had been more included on what would be removed from and what would remain in the project design. Ms. Simms noted the OPRD grants were not able to be used for the stage construction, which is why the stage and the playground were separated out.
- Staff had thought about whether aspects could be done in-house to bring costs down, with regard to demolition in particular. With not a lot of demolition work involved and not a lot of cost savings to be found, they ended up pursuing just the contractor providing all services.
- Staff clarified bidding for the project would begin in early February with bids closing at the end of February/early March and hopefully contracting for March with a start date in April.
- Mr. Walsh noted that the Urban Renewal Agency and the Council were two separate entities even though the same people served in both groups. It would become clearer how the money flows with the regular budget and the Urban Renewal Agency budget orientation.
- Ms. Dimsho clarified the project was expected to take one year and that it was already anticipated that summertime activities would be shuffled due to other construction during the same time period.
- Mayor Scholl spoke about how, as a citizen, he found the plan very nice because of the concrete involved.
- Council President Chilton recommended educating the public on why there would be a new walkway when the playground was falling apart.
- Councilor Hubbard spoke about his belief that the Parks Commission needed to enter into putting a number on yearly maintenance. He and Mayor Scholl discussed whether the City was responsible or if a private option was better.

- Council President Chilton stated if the City did look at shifting the playground, she would not feel comfortable unless provided information on how to move the playground and if it would damage the equipment.

2. Building Division Semi-Annual Report - *Building Official Mike De Roia*

Building Official Mike De Roia presented via PowerPoint his report covering July to December of 2023, which was included in the meeting packet and highlighted the Division's workload, inspectors and intergovernmental agreements that help maintain their levels of service, Building Codes Division (BCD) updates at the state level, completion of the specialized plumbing inspection course to obtain certification, BCD's technical bulletin on the psilocybin regulations, and current major projects under construction. He had some Code update classes to keep up with. As time allowed, he was trying to get the Fire and Floating Code sections of the Municipal Code updated.

He clarified that Dairy Queen had been approved for land use but had not yet submitted for building permits. He noted he let people know to contact him or his team if they encounter any problems with the State Inspection's Accela program.

3. Discussion regarding Police Staffing

Mr. Walsh noted Chief Greenway had talked to Sheriff Pixley about staffing/coverage.

Mayor Scholl said the City should probably schedule a meeting with the Police again to talk about the hybrid schedule.

Mr. Walsh spoke about revising the Union collective bargaining agreement (CBA) regarding call backs. The City needed to talk with the Union as overtime was currently voluntary and the City was limited in its ability to call officers back. Staff would like to get language in the contract to require officers to come back and work once the Police Department has more capacity.

Key discussion items regarding the Police staffing were as follows:

- Council President Chilton did not believe now was the right time to require officers to come back due to the officers communicating they are overworked. Councilor Sundeen noted the Police were willing to have the conversation about call backs.
- Mr. Walsh clarified that eliminating 24-hour coverage was definitely on the table.
- He further clarified the City did not have the budget to hire additional officers right now and would have to make decisions on how to maintain a level of service.
- Mayor Scholl said he would like to look at other revenues to get the hiring process going, maybe even between now and the budget process, at least for one or two officers.
- Mr. Walsh spoke of running the proposed budget scenarios with Finance Director Butsch, both with and without construction of the police project, noting the Police would like more officers rather than the new building.
- Council President Chilton asked even if the City traded the building for staffing would it not be enough. Mr. Walsh replied the \$10 fee on the utility bill could be taken along with a tweak in the Code to pay for officers which would help a lot. He confirmed the payment had been paying debt service on something that did not exist. Mayor Scholl added it also paid for the design.
- Mayor Scholl asked if it would be possible to take the debt and roll it into Urban Renewal and use it for projects. Mr. Walsh replied staff had met with the City's bond funders. Rather than paying interest on borrowed money, the City could actually put the money to work.
- Ms. Butsch clarified the City would eventually have to give the money back in some way and had until September 2024 to substantially use the bond proceeds.
- Council President Chilton noted the Police had asked for three officers last year. What was under discussion would not really help them much. Times were different now, and the Council did not have a current staffing report.

- Mayor Scholl stated he wanted other services provided by the City as well; the Council had a whole City to run. Council President Chilton noted all of the other services were funded. He replied only the police budget had gone up 140 percent.
- He said the City needed to look at the budget in a collaborative effort.
- Council President Chilton noted if the Council kept putting bandages on the problem, it would never end. Mayor Scholl replied that throwing money at the problem was not working either. She asked if the City had met with the Police to go over their budget. Mayor Scholl replied he wanted to ask questions about the police budget; he had not been able to.
- Councilor Sundeen said the City needed to look at the police budget just like it needed to look at every other budget. He was concerned if the station were put too far on the backburner it would never happen.
- Mayor Scholl stated the matter could not wait until Budget Committee meets. He believed it required immediate Council action to have a special meeting with the police in Council Chambers to talk about staffing and the police station.
- Councilor Hubbard said he wanted to hear from Chief Greenway if he was in charge of the police budget.
- Mayor Scholl noted that nobody was accusing anybody of anything but just trying to look where money could be saved and find ways of creating more officer positions.
- Council President Chilton noted the police had been asking for a sustainable plan.
- Mr. Walsh said if the City moved forward with using the \$10 water bill to pay for staffing, the police could start the staffing process immediately.
- Council President Chilton explained how it was difficult to do lateral hiring of officers; one reason was because St. Helens had very high standards.
- The Council discussed when they and staff would meet with the officers and police administration and whether to make it a special session in the event the Council wanted to make a decision.

The Council decided to schedule a meeting next week with officers and police administration to discuss options.

4. Report from City Administrator John Walsh

Mr. Walsh presented his report. Key highlights were as follows:

- He reviewed the decade of Waterfront planning efforts leading to where the City was today with the work coming to life.
- A meeting will be held tomorrow with the Riverfront businesses and Downtown residents to discuss the upcoming construction impacts from the streets and utilities project. Staff was looking at going out to solicit private developers again this year, likely in the summer.
- Project Sprint's letter of intent would come due in a couple weeks. Staff had been working hard to get the information Project Sprint needed to decide whether to move forward. He noted Project Sprint had not proposed any buildings on top of the existing mill footprint.
- Cascades left on good terms, leaving the property as good as or better than they found it. Staff had been drafting a redevelopment strategy leading into some kind of a business plan model. He spoke about the range of interest in the redevelopment and some possibilities for the future of the site.
- Mayor Scholl asked for the Council to be kept apprised as staff started getting proposals and ideas. He would not mind sitting down with people who had dealt with mills in their town shutting down. The Council discussed potential uses of the former Cascades site.
- Because the existing machines would only be valuable if they were kept with rolls turning and some minimal amount of heat on them, Mr. Walsh authorized Rory Moore to spend four hours a week turning the machines at least for the next few weeks.

- Councilor Hubbard spoke about talking with Mark about the water being shut off at the site and that Mark wanted to start up the fire hydrants. He believed Kalama, Vancouver, and Portland Fire should be notified that the City was on limited protection.
- Council President Chilton thanked Mr. Walsh for the plan he came up with to keep the mill buildings safe and operational.
- At the last meeting the Council expressed a desire for a short-term extension of the tourism contract. Mr. Walsh asked how the Council envisioned the extension. He acknowledged Mr. Preheim's comments about the use of the hotel/motel tax funds were accurate.
- Discussing the contract was on tonight's regular session agenda.
- The Council and Mr. Walsh discussed reviewing the tourism contract. Councilor Hubbard spoke about how he wanted a full review including input from taxpayers and citizens, to start fresh since the current contract was over.
- Council President Chilton suggested when reviewing the contract, the City Attorneys should be consulted about independent contractor rules. Mayor Scholl agreed with Councilor Sundeen that it would be good if the Council could help get rid of some of the controversy around tourism and make it work better for all involved.
- Staff submitted a \$150,000 grant last Friday to the Marine Board for Courthouse Docks improvements/repairs.

ADJOURN – 4:24 pm**EXECUTIVE SESSION – None**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Crystal King, Communications Officer

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, January 03, 2024

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Crystal King, Communications Officer
 Jenny Dimsho, Associate Planner
 Suzanne Bishop, Library Director
 Tina Curry, Contracted Event Coordinator

OTHERS

Jennifer Massey	Christina Sullivan
Jim Coleman	Sidney Sullivan
Kai Huschke	Brady Preheim
Nick Hellmich	CDC
Steve Toschi	Arthur Leskowich
Eddie Dunton	

CALL REGULAR SESSION TO ORDER – 7:00 p.m.

PLEDGE OF ALLEGIANCE

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

- ◆ Nick Hellmich. He heard public comment earlier and does not want a nativity scene in the Plaza. That exposes the City to litigation. The presenter was not speaking for all Christians. He also pointed out that the City's YouTube channel allows comments, which could be misconstrued.
- ◆ Brady Preheim. He suggested a levy be done for police funding. The police station could be remodeled using the garage space, and then add additional storage space. He is not in agreement with putting Councilor Hubbard in charge of tourism when he doesn't know what tourism is. Tina Curry makes it look easy. She doesn't have a contract and decisions need to be made now. This is probably the most successful tourism program in the state.
- ◆ Christina Sullivan, speaking as a private citizen. There are 15,000 people living in St. Helens. Just because people aren't coming here to complain doesn't mean they agree. She hopes they make decisions that are best for the whole city and not just the few coming here with an agenda. There has always been drama associated with tourism no matter who has run it. Based on the income and attendance, tourism is very successful now. They should be thanking E2C and Tina Curry for

her commitment. The City is in a financial crisis and spending time revamping the contract is a misuse of time and money.

- ◆ Steve Toschi. He addressed serious budget problems that need to be worked on now. The Budget Committee needs to meet sooner than planned to begin working on those problems. Tourism is very successful. The contract with the current contractor should be extended for six months.
- ◆ Jim Coleman. Every time someone has a problem with Tina Curry, those people are attacked, including himself. There is constant controversy. The Council made a controversial decision to add a \$10 Public Safety Fee to utility bills. He does not agree with the discussion at the work session to not build a police station and instead just spend all the money. The money should only be used for the police station.
- ◆ Jennifer Massey. She would like the Council to make a collaborative goal to be transparent this year.

ORDINANCES – First Reading

1. **Ordinance No. 3298:** An Ordinance to Amend the City of St. Helens Comprehensive Plan Map for Certain Property from Light Industrial, LI Designation to the General Residential, GR Designation and the Zoning District Map from Light Industrial, LI Zone to the General Residential, R5 Zone (475 N. 12th Street)

Mayor Scholl read Ordinance No. 3298 by title. The final reading will be held at the next meeting.

CONSENT AGENDA FOR APPROVAL

2. OLCC Licenses
3. Accounts Payable Bill Lists

Motion: Motion made by Council President Chilton and seconded by Councilor Sundeen to approve '2' and '3' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

WORK SESSION ACTION ITEMS

Special Session scheduled for Wednesday, January 10, 2024, at 6:00 p.m. to discuss the current fiscal year Police Department budget and the police station project.

COUNCIL MEMBER REPORTS

Council President Chilton reported...

- Happy New Year!
- Working on a resolution for the police staffing issues.
- Advocate of moving forward with the police station plans. Ethical to continue to do what they said they were going to do with that money.
- Encouraged public to educate themselves about the waterfront project and Project Sprint.
- A comment was made about the negative comments made at Council meetings. She reminds herself that there are over 14,000 here and most of them are not attending these meetings. She never came to any meetings before getting elected. That doesn't mean that she didn't care, she just expected the people who were elected to represent her. They must listen and think of everyone.

Councilor Sundeen reported...

- Happy New Year!
- There is still an opening on the Parks and Trails Commission.
- There is interest in revamping the Japanese Gardens at McCormick Park.

- He appreciates being here and working with the Council. His goal is to improve communication with the public. Sometimes just sitting down and talking with someone is all they need to help bring understanding.
- Requested to talk about the Budget Committee timeline.

Councilor Gundersen reported...

- He looks forward to the police staffing and funding meeting coming up.
- He agreed with Councilor Sundeen's goal to improve communication with the public.

Councilor Hubbard reported...

- Unfortunately, the Library did not receive the Makerspace Grant.

MAYOR SCHOLL REPORTS

- They have had to budget like everyone else. They need to be proactive with some of these current budget decisions before the new fiscal year budget goes into effect.
- He looks forward to 2024 and the upcoming projects.

OTHER BUSINESS

City Administrator Walsh looked at prior Budget Committee meetings. They all fell within the same time frames in previous years. The budget is being actively worked on now.

Mayor Scholl pointed out that Tina Curry is doing a great job. The problem is with the contract and not her.

ADJOURN – 7:36 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Crystal King, Communications Officer

Rick Scholl, Mayor

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

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

2024 RENEWALS

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
AMAN & KAMAL, LLC	CHUBB'S CHEVRON	745 S COL RV HWY	RENEWAL
AMAN & KAMAL, LLC	SKINNY'S TEXACO	373 S COL RV HWY	RENEWAL

2024 NEW & CHANGE IN PRIVILEGE OR OWNERSHIP

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

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
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St. Helens, OR

Expense Approval Register

Packet: APPKT00900 - AP 01.05.24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
ERSKINE LAW PRACTICE LLC	01.02.2024	01/02/2024	DECEMBER 1 2023- DECEMB...	100-704-52019	4,175.82
INEXPENSIVE TREE CARE	03221-I	01/02/2024	REMOVE TREE LIMBS 405 S 4...	100-708-52019	1,600.00
BEMIS	10737	01/02/2024	BUSINESS CARDS DAVIS & DE..	100-711-52001	65.00
BEMIS	10755	01/02/2024	POLICE NOTEBOOK	100-705-52001	112.50
RICOH USA INC	107872022	01/02/2024	POLICE EQUIPMENT LEASE 1...	100-705-52001	268.88
BRIAN MUMFORD	12.19.23	01/02/2024	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
DAWN RICHARDSON	12.22.23	01/02/2024	MILEAGE REIMBURSEMENT ...	100-707-52001	72.06
CARDINAL SERVICES INC	1231901	01/02/2024	TEMPORARY EMPLOYMENT	100-706-52023	698.25
CARDINAL SERVICES INC	1231901	01/02/2024	TEMPORARY EMPLOYMENT	100-708-52023	93.10
CARDINAL SERVICES INC	1231901	01/02/2024	TEMPORARY EMPLOYMENT	100-709-52023	267.67
MORE POWER TECHNOLOGY...	15701	01/02/2024	MICROSOFT 365 BUS STAND...	100-712-52006	2,858.40
LAWRENCE COMPANY	16054	01/02/2024	UNEMPLOYMENT SERVICES	100-707-52019	100.00
ALLSTREAM	20141425	01/02/2024	ALLSTREAM PHONE ACCT 75...	100-712-52010	144.01
ORKIN	253591438	01/02/2024	PEST CONTROL POLICE	100-705-52023	174.99
ORKIN	253593749	01/02/2024	375 S 18TH ST LIBRARY	100-706-52023	100.00
AT&T MOBILITY	287302289330X12232023	01/02/2024	287302289330 POLICE PHON...	100-705-52010	1,948.16
QWEST DBA CENTURYLINK A...	3263X201-S-23348	01/02/2024	5163X201S3	100-712-52010	80.33
QUILL	35975357	01/02/2024	FOAM CLEANER	100-708-52001	154.56
SECURE PACIFIC CORPORATI...	394088	01/02/2024	375 S 18TH ST	100-706-52023	138.75
SECURE PACIFIC CORPORATI...	394089	01/02/2024	475 S 18TH	100-708-52023	140.34
SECURE PACIFIC CORPORATI...	394090	01/02/2024	150 S 13TH ST	100-705-52023	104.01
MIDWEST TAPE	504418508	01/02/2024	DVD / ABD 2000010011	100-706-52034	38.48
MIDWEST TAPE	504776475	01/02/2024	DVD / ABD 2000010011	100-706-52034	34.48
MIDWEST TAPE	504813509	01/02/2024	DVD / ABD 2000010011	100-706-52034	71.98
CANON SOLUTIONS AMERICA..	6006635187	01/02/2024	COPIER MAINTENANCE	100-706-52019	8.39
METRO PLANNING INC	6080	01/02/2024	WEB GIS	100-710-52001	160.00
COUNTRY MEDIA INC	669498	01/02/2024	PUBLIC NOTICE	100-710-52011	235.60
INGRAM LIBRARY SERVICES	78626116	01/02/2024	BOOKS 20C7921	100-706-52033	69.27
INGRAM LIBRARY SERVICES	78626117	01/02/2024	BOOKS 20C7921	100-706-52033	760.44
INGRAM LIBRARY SERVICES	78626118	01/02/2024	BOOKS 20C7921	100-706-52033	29.30
TROTTER & MORTON FACILI...	81332	01/02/2024	REPLACED FAILED THERMOS...	100-709-52023	495.53
TROTTER & MORTON FACILI...	81546	01/02/2024	C11184 HVAC COMMUNITY ...	100-709-52023	650.50
TROTTER & MORTON FACILI...	81547	01/02/2024	C11185 HVAC CONTRACT REC..	100-709-52023	549.25
EATONS TIRE AND AUTO REP...	83909	01/02/2024	REPLACE BRAKES 2019 DOD...	100-705-52098	687.12
CINTAS	8406587691	01/02/2024	PARKS FIRST AID CABINET SE...	100-708-52001	43.10
CINTAS	8406587692	01/02/2024	CITY HALL FIRST AID CABINET...	100-715-52001	113.52
NET ASSETS CORPORATION	95-202312	01/02/2024	ESCROW TITLE SERVICES	100-707-52019	213.00
L.N CURTIS AND SONS	INV768461	01/02/2024	POLICE UNIFORMS	100-705-52002	10.00
L.N CURTIS AND SONS	INV772700	01/02/2024	POLICE UNIFORMS	100-705-52002	83.10
L.N CURTIS AND SONS	INV773916	01/02/2024	POLICE UNIFORMS	100-705-52002	68.00
L.N CURTIS AND SONS	INV775380	01/02/2024	POLICE UNIFORMS	100-705-52002	351.95
L.N CURTIS AND SONS	INV776839	01/02/2024	POLICE UNIFORMS	100-705-52002	35.70
ABC TRANSCRIPTION SERVI...	STH1223017	01/02/2024	TRANSCRIPTION SERVICE 12....	100-702-52019	883.50
COMCAST	12.21.23	01/03/2024	COMCAST CABLE 877810899...	100-712-52003	1,977.10
CENTURY LINK	12.25.23	01/03/2024	966B	100-712-52010	338.14
VERIZON	9952271655	01/03/2024	CRYSTAL KING	100-701-52010	46.38
VERIZON	9952271655	01/03/2024	Hot Spot	100-701-52010	47.07
VERIZON	9952271655	01/03/2024	John Walsh	100-701-52010	40.81
VERIZON	9952271655	01/03/2024	MAYOR SCHOLL IPAD	100-703-52001	40.81
VERIZON	9952271655	01/03/2024	PD JETPACK1	100-705-52010	40.81
VERIZON	9952271655	01/03/2024	PD JETPACK2	100-705-52010	40.81
VERIZON	9952271655	01/03/2024	SUZANNE BISHOP	100-706-52003	41.28
VERIZON	9952271655	01/03/2024	Gloria Butsch	100-707-52001	41.28

Expense Approval Register

Packet: APPKT009

Item #15.

4

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	9952271655	01/03/2024	TORY SHELBY	100-708-52010	41.28
VERIZON	9952271655	01/03/2024	CAMERON PAGE	100-708-52010	41.28
VERIZON	9952271655	01/03/2024	RECREATION CENTER	100-709-52010	41.28
VERIZON	9952271655	01/03/2024	REC PHONE	100-709-52010	42.15
VERIZON	9952271655	01/03/2024	RECREATION CENTER	100-709-52010	40.81
VERIZON	9952271655	01/03/2024	CONSTRUCTION INSPECTOR	100-711-52010	40.81
VERIZON	9952271655	01/03/2024	BUILDING DEPT IPAD	100-711-52010	40.81
VERIZON	9952271655	01/03/2024	MIKE DEROIA	100-711-52010	46.38
VERIZON	9952271655	01/03/2024	MATT FUNK	100-712-52010	46.38
VERIZON	9952271655	01/03/2024	DARIN COX	100-712-52010	46.38
METRO PRESORT	IN661969	01/03/2024	UB BILL PRINTING	100-707-52008	648.53
LUCY HEIL ATTORNEY AT LAW	01.04.24	01/04/2024	LEGAL SERVICES	100-704-52019	2,500.00
CULLIGAN	0779697	01/04/2024	BOTTLED WATER POLICE	100-705-52019	121.50
CULLIGAN	0784057	01/04/2024	BOTTLED WATER POLICE	100-705-52019	121.50
PAULY ROGERS AND CO PC	14329	01/04/2024	JUNE 30 2023 AUDIT	100-707-52019	27,120.00
OREGON PATROL SERVICE	9726	01/04/2024	COURT SERVICES	100-704-52019	684.00
Fund 100 - GENERAL FUND Total:					53,186.62

Fund: 201 - VISITOR TOURISM

COLUMBIA RIVER PUD	12.21.23 94111	01/02/2024	94111	201-000-52130	261.38
CITY OF ST. HELENS	12.22.23	01/02/2024	01-00178-001 MASONIC BUI...	201-000-52003	124.32
E2C	4509	01/02/2024	MONTHLY MARKETING TINA ...	201-000-52019	10,000.00
Fund 201 - VISITOR TOURISM Total:					10,385.70

Fund: 202 - COMMUNITY DEVELOPMENT

CBRE INC-VALUATION AND ...	111264-1-23	01/02/2024	APPRAISAL REPORT 245 N 7...	202-721-52019	3,400.00
MASON BRUCE & GIRARD INC	33617	01/02/2024	FOREST MANAGEMENT 0104...	202-724-52019	8,030.16
OTAK INC	000102300449	01/03/2024	1ST AND STRAND ST P 01982...	202-723-53102	18,060.00
OTAK INC	000102300520	01/03/2024	1ST AND STRAND ST P 01982...	202-723-53102	10,169.00
OTAK INC	000112300403	01/03/2024	1ST AND STRAND ST P 01982...	202-723-53102	22,769.61
OTAK INC	000112300520	01/03/2024	1ST AND STRAND ST P 01982...	202-723-53102	7,694.25
MAYER REED INC	14803	01/04/2024	ST HELENS RIVERWALK	202-723-52055	8,465.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					78,588.02

Fund: 203 - COMMUNITY ENHANCEMENT

CARDINAL SERVICES INC	1231901	01/02/2024	TEMPORARY EMPLOYMENT	203-709-52028	698.81
Fund 203 - COMMUNITY ENHANCEMENT Total:					698.81

Fund: 205 - STREETS

TRAFFIC LOGIX CORPORATION	SIN23360	01/02/2024	EVOLUTION YELLOW SOLAR	205-000-52001	6,158.00
Fund 205 - STREETS Total:					6,158.00

Fund: 601 - WATER

NORTHSTAR CHEMICAL	270780	01/02/2024	SODIUM HYPOCHLORITE 12....	601-732-52083	10,116.97
SECURE PACIFIC CORPORATI...	394092	01/02/2024	1215 4TH PL	601-732-52023	173.31
ALEXIN ANALYTICAL LABORA...	45570	01/02/2024	TESTING 7.5.23-11.15.23	601-731-52064	5,510.00
CORRECT EQUIPMENT	50733	01/02/2024	2" FLANGED MS MULTI JET ...	601-731-53314	2,898.71
CITY OF COLUMBIA CITY	12.26.23	01/03/2024	001754-001	601-732-52003	87.48
VERIZON	9952271655	01/03/2024	WFF CREW	601-732-52010	69.35
LAWRENCE OIL COMPANY	CFSI-18256	01/03/2024	247752 WATER	601-732-52022	105.56
CORE & MAIN	U085685	01/03/2024	MATERIALS	601-731-52001	1,184.73
CORRECT EQUIPMENT	50768	01/04/2024	METER EQUIPMENT	601-731-53314	6,048.65
CORRECT EQUIPMENT	50770	01/04/2024	REGISTER HOUSING, SHROUD..	601-731-53314	1,632.25
CORRECT EQUIPMENT	50771	01/04/2024	EQUIPMENT	601-731-53314	3,668.00
Fund 601 - WATER Total:					31,495.01

Fund: 603 - SEWER

SUNSET EQUIPMENT	102382	01/02/2024	1 GAL LOW SMOKE 2.6 OZ MX	603-735-52001	35.76
CARDINAL SERVICES INC	1231901	01/02/2024	TEMPORARY EMPLOYMENT	603-736-52023	81.46
ALLSTREAM	20141425	01/02/2024	ALLSTREAM PHONE ACCT 75...	603-736-52010	72.01
ALLSTREAM	20141425	01/02/2024	ALLSTREAM PHONE ACCT 75...	603-737-52010	72.01
SECURE PACIFIC CORPORATI...	394091	01/02/2024	451 PLYMOUTH ST	603-736-52023	51.94
SECURE PACIFIC CORPORATI...	394091	01/02/2024	451 PLYMOUTH ST	603-737-52023	51.92
HURLEY ENGINEERING INC	58103	01/02/2024	PUMP GRUNDFOS SLV	603-738-53402	12,218.00

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	01.02.24 38633	01/03/2024	38633 594 S 9 ST POWER	603-737-52003	7,240.03
MISSION COMMUNICATIONS...	1083369	01/03/2024	TRANSFORMER-FLYING LEAD	603-738-52001	51.30
VERIZON	9952271655	01/03/2024	SAM ORTIZ	603-736-52010	13.75
VERIZON	9952271655	01/03/2024	AARON KUNDERS	603-736-52010	13.76
VERIZON	9952271655	01/03/2024	WWTP STAFF	603-736-52010	13.75
VERIZON	9952271655	01/03/2024	SAM ORTIZ	603-737-52010	13.78
VERIZON	9952271655	01/03/2024	AARON KUNDERS	603-737-52010	13.75
VERIZON	9952271655	01/03/2024	WWTP STAFF	603-737-52010	13.76
VERIZON	9952271655	01/03/2024	AARON KUNDERS	603-738-52010	13.77
VERIZON	9952271655	01/03/2024	SAM ORTIZ	603-738-52010	13.75
VERIZON	9952271655	01/03/2024	WWTP STAFF	603-738-52010	13.77
CORE & MAIN	U055200	01/03/2024	MATERIALS	603-000-53402	1,190.25
Fund 603 - SEWER Total:					21,188.52

Fund: 703 - PW OPERATIONS

SECURE PACIFIC CORPORATI...	394087	01/02/2024	984 OR ST	703-734-52023	103.80
METRO PLANNING INC	6080	01/02/2024	WEB GIS	703-733-52019	185.00
TROTTER & MORTON FACILI...	81511	01/02/2024	REPLACED THERMOSTAT AT ...	703-739-52120	1,168.78
TROTTER & MORTON FACILI...	81524	01/02/2024	REPLACED HEAT SEQUENCER...	703-739-52023	275.00
CINTAS	8406587690	01/02/2024	FIRST AID CABINET SERVICE	703-734-52019	102.28
VERIZON	9952271655	01/03/2024	Engineering I Phone	703-733-52010	41.28
VERIZON	9952271655	01/03/2024	TIM UNDERWOOD	703-733-52010	41.28
VERIZON	9952271655	01/03/2024	SHARON DARROUX	703-733-52010	74.46
VERIZON	9952271655	01/03/2024	MOUHAMAD ZAHER	703-734-52010	61.10
VERIZON	9952271655	01/03/2024	PW SPARE 3	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	PW Utility 3	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	PW Utility 2	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	PW Utility 1	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	JULIAN ZIRKLE	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	BUCK TUPPER	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	Alex Bird	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	PW SPARE 4	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	BRETT LONG	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	ETHAN STERLING	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	DAVE ELDER	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	RYAN POWERS	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	SCOTT WILLIAMS	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	PW SPARE2	703-734-52010	40.81
VERIZON	9952271655	01/03/2024	ROGER STAUFFER	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	CURT LEMONT	703-734-52010	23.81
VERIZON	9952271655	01/03/2024	ALEX BIRD	703-734-52010	41.28
VERIZON	9952271655	01/03/2024	SCOTT HARRINGTON	703-734-52010	23.81
VERIZON	9952271655	01/03/2024	PW SPARE	703-734-52010	40.81
LAWRENCE OIL COMPANY	CFSI-18256	01/03/2024	247748 PUBLIC WORKS	703-734-52022	496.30
Fund 703 - PW OPERATIONS Total:					3,294.90

Fund: 706 - PUBLIC SAFETY

HAWKINS DELAFIELD & WO...	1442572	01/02/2024	PROFESSIONAL SERVICES-M...	706-000-52019	955.50
Fund 706 - PUBLIC SAFETY Total:					955.50

Grand Total: 205,951.08

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	53,186.62
201 - VISITOR TOURISM	10,385.70
202 - COMMUNITY DEVELOPMENT	78,588.02
203 - COMMUNITY ENHANCEMENT	698.81
205 - STREETS	6,158.00
601 - WATER	31,495.01
603 - SEWER	21,188.52
703 - PW OPERATIONS	3,294.90
706 - PUBLIC SAFETY	955.50
Grand Total:	205,951.08

Account Summary

Account Number	Account Name	Expense Amount
100-000-36002	Fines - Court	20.00
100-701-52010	Telephone	134.26
100-702-52019	Professional Services	883.50
100-703-52001	Operating Supplies	40.81
100-704-52019	Professional Services	7,359.82
100-705-52001	Operating Supplies	381.38
100-705-52002	Personnel Uniforms Equ...	548.75
100-705-52010	Telephone	2,029.78
100-705-52019	Professional Services	243.00
100-705-52023	Facility Maintenance	279.00
100-705-52098	Enterprise Fleet Mainte...	687.12
100-706-52003	Utilities	41.28
100-706-52019	Professional Services	8.39
100-706-52023	Facility Maintenance	937.00
100-706-52033	Printed Materials	859.01
100-706-52034	Visual Materials	144.94
100-707-52001	Operating Supplies	113.34
100-707-52008	Printing	648.53
100-707-52019	Professional Services	27,433.00
100-708-52001	Operating Supplies	197.66
100-708-52010	Telephone	82.56
100-708-52019	Professional Services	1,600.00
100-708-52023	Facility Maintenance	233.44
100-709-52010	Telephone	124.24
100-709-52023	Facility Maintenance	1,962.95
100-710-52001	Operating Supplies	160.00
100-710-52011	Public Information	235.60
100-711-52001	Operating Supplies	65.00
100-711-52010	Telephone	128.00
100-712-52003	Utilities	1,977.10
100-712-52006	Computer Maintenance	2,858.40
100-712-52010	Telephone	655.24
100-715-52001	Operating Supplies	113.52
201-000-52003	Utilities	124.32
201-000-52019	Professional Services	10,000.00
201-000-52130	Building Lease & Utilities	261.38
202-721-52019	Professional Services	3,400.00
202-723-52055	Riverwalk Project	8,465.00
202-723-53102	Downtown Infrastructure	58,692.86
202-724-52019	Professional Services	8,030.16
203-709-52028	Projects & Programs	698.81
205-000-52001	Operating Supplies	6,158.00
601-731-52001	Operating Supplies	1,184.73
601-731-52064	Lab Testing	5,510.00
601-731-53314	WATER METERS	14,247.61
601-732-52003	Utilities	87.48

Account Summary

Account Number	Account Name	Expense Amount
601-732-52010	Telephone	69.35
601-732-52022	Fuel	105.56
601-732-52023	Facility Maintenance	173.31
601-732-52083	Chemicals	10,116.97
603-000-53402	Annual Maint Ops	1,190.25
603-735-52001	Operating Supplies	35.76
603-736-52010	Telephone	113.27
603-736-52023	Facility Maintenance	133.40
603-737-52003	Utilities	7,240.03
603-737-52010	Telephone	113.30
603-737-52023	Facility Maintenance	51.92
603-738-52001	Operating Supplies	51.30
603-738-52010	Telephone	41.29
603-738-53402	ANNUAL MAINT OPS	12,218.00
703-733-52010	Telephone	157.02
703-733-52019	Professional Services	185.00
703-734-52010	Telephone	806.72
703-734-52019	Professional Services	102.28
703-734-52022	Fuel	496.30
703-734-52023	Facility Maintenance	103.80
703-739-52023	Facility Maintenance	275.00
703-739-52120	Facility Maintenance Ot...	1,168.78
706-000-52019	Professional Services	955.50
	Grand Total:	205,951.08

Project Account Summary

Project Account Key	Expense Amount
None	205,951.08
Grand Total:	205,951.08



St. Helens, OR

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
KJ SECURITY SOLUTIONS & L...	0006160	01/18/2024	LIBRARY FACILITY MAINTEN...	100-706-52023	80.00
CENTURY LINK	01.02.24 351B	01/18/2024	818	100-712-52010	401.03
CENTURY LINK	01.02.24 351B	01/18/2024	796	100-712-52010	44.15
CENTURY LINK	01.02.24 351B	01/18/2024	162	100-712-52010	89.53
CENTURY LINK	01.02.24 351B	01/18/2024	967	100-712-52010	139.93
CENTURY LINK	01.02.24 351B	01/18/2024	130	100-712-52010	143.39
CENTURY LINK	01.02.24 351B	01/18/2024	579	100-712-52010	47.91
CENTURY LINK	01.02.24 351B	01/18/2024	909	100-712-52010	102.88
CENTURY LINK	01.02.24 351B	01/18/2024	228	100-712-52010	92.05
CENTURY LINK	01.02.24 351B	01/18/2024	699	100-712-52010	132.42
CHARLES FREDERICK CASTNER	01.02.24	01/18/2024	PLANNING COMMISSION STI...	100-710-52087	60.00
JENNIFER ANN SHOEMAKER	01.02.24	01/18/2024	PLANNING COMMISSION STI...	100-710-52087	60.00
DAVID B ROSENGARD	01.02.24	01/18/2024	PLANNING COMMISSION STI...	100-710-52087	60.00
RUSS LOW	01.02.24	01/18/2024	PLANNING COMMISSION STI...	100-710-52087	30.00
DAN CARY	01.02.24	01/18/2024	PLANNING COMMISSION STI...	100-710-52087	60.00
GINNY CARLSON	01.02.24	01/18/2024	PLANNING COMMISSION STI...	100-710-52087	60.00
CENTURY LINK	01.05.24 632B	01/18/2024	632B	100-712-52010	42.94
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	150 S 13 ST POLICE STATION ...	100-705-52003	426.41
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	150 S 13TH ST- POLICE	100-705-52003	196.96
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	375 S 18TH ST COLUMBIA CE...	100-706-52003	695.20
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	299 N 6TH ST - PARKS	100-708-52003	36.36
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	68.45
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	475 S 18TH ST- MCCORMICK ...	100-708-52003	40.73
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	200 N RIVER ST - GREY CLIFFS...	100-708-52003	75.48
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	475 S 18TH ST	100-708-52003	109.28
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	475 S 18 ST METER 10220167	100-708-52003	174.00
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	475 S 18TH ST	100-708-52003	180.80
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	475 S 18TH ST - MCCORMICK...	100-708-52003	126.85
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	162 MCMICHAEL ST - CAMPB...	100-708-52003	146.77
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	264 STRAND ST- COL VIEW P...	100-708-52003	68.90
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	200 N 7TH ST - PARK	100-708-52003	36.67
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	265 STRAND ST. - SPLASH PA...	100-708-52003	37.07
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	264 STRAND ST- PARKS/ GAZ...	100-708-52046	46.90
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	264 STRAND ST- COL VIEW P...	100-708-52046	68.95
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	265 STRAND ST. - DOCKS	100-708-52046	239.64
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	2625 GABLE RD REC CENTER	100-709-52003	192.95
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	277 STRAND ST- CITY HALL U...	100-715-52003	75.86
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	275 STRAND ST- CITY HALL U...	100-715-52003	92.73
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	277 STRAND ST -	100-715-52003	36.59
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	265 STRAND ST- CITY HALL ...	100-715-52003	731.21
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	265 STRAND ST- CITY HALL ...	100-715-52003	168.38
GLOBAL PAYMENTS	12.31.23	01/18/2024	MERCHANT TRANSACTION F...	100-707-52020	27,024.43
CARDINAL SERVICES INC	1232375	01/18/2024	TEMPORARY EMPLOYEMENT...	100-706-52023	674.97
CARDINAL SERVICES INC	1232375	01/18/2024	TEMPORARY EMPLOYEMENT...	100-708-52023	69.83
CARDINAL SERVICES INC	1232375	01/18/2024	TEMPORARY EMPLOYEMENT...	100-709-52023	221.11
COMCAST BUSINESS	191489047	01/18/2024	FIBER INTERNET ACCT 93457...	100-712-52003	4,819.01
ORKIN	254970028	01/18/2024	375 S 18TH ST LIBRARY	100-706-52023	100.00
STEVEN R SCHARFSTEIN	33	01/18/2024	COURT ATTORNEY FEES	100-704-52019	125.00
STEVEN R SCHARFSTEIN	34	01/18/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	35	01/18/2024	COURT ATTORNEY FEES	100-704-52019	125.00
STEVEN R SCHARFSTEIN	36	01/18/2024	COURT ATTORNEY FEES	100-704-52019	125.00
MIDWEST TAPE	504619804	01/18/2024	DVD / ABD 2000010011	100-706-52035	163.97
MIDWEST TAPE	504676379	01/18/2024	DVD / ABD 2000010011	100-706-52035	129.97

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MIDWEST TAPE	504712150	01/18/2024	DVD / ABD 2000010011	100-706-52035	147.96
MIDWEST TAPE	504752208	01/18/2024	DVD / ABD 2000010011	100-706-52034	104.72
CANON SOLUTIONS AMERICA..	6006299333	01/18/2024	COPIER MAINTENANCE	100-706-52019	13.43
INGRAM LIBRARY SERVICES	79068102	01/18/2024	BOOKS 20C7921	100-706-52033	735.48
INGRAM LIBRARY SERVICES	79146785	01/18/2024	BOOKS 20C7921	100-706-52033	148.26
INGRAM LIBRARY SERVICES	79146786	01/18/2024	BOOKS 20C7921	100-706-52033	141.00
SHRED-IT C/O STERICYCLE INC	8005782492	01/18/2024	CITY HALL SHRED SERVICE	100-715-52001	112.51
SHRED-IT C/O STERICYCLE INC	8005823092	01/18/2024	POLICE DEPT SHRED SERVICE	100-705-52019	84.60
VERIZON	9953048113	01/18/2024	CELL SERVICE ACCT 2420601...	100-712-52010	169.58
ABC TRANSCRIPTION SERVI...	STH0124018	01/18/2024	TRANSCRIPTION SERVICE CIT...	100-702-52019	594.00
CARDINAL SERVICES INC	1232610	01/19/2024	TEMPORARY EMPLOYMENT-...	100-706-52023	721.53
CARDINAL SERVICES INC	1232610	01/19/2024	TEMPORARY EMPLOYMENT-...	100-708-52023	58.19
CARDINAL SERVICES INC	1232610	01/19/2024	TEMPORARY EMPLOYMENT-...	100-709-52023	221.11
Fund 100 - GENERAL FUND Total:					42,750.03

Fund: 202 - COMMUNITY DEVELOPMENT

PORTLAND GENERAL ELECTR...	01.01.24-01.11.24 3302	01/18/2024	8863163302	202-722-52003	7.54
KITTELSON & ASSOCIATES INC	0141544	01/18/2024	PROJECT 235440 1ST & ST ST...	202-723-53102	6,791.36
KITTELSON & ASSOCIATES INC	0142475	01/18/2024	PROJECT 235440 1ST & ST ST...	202-723-53102	3,407.10
PORTLAND GENERAL ELECTR...	12.08.23-01.10.24 73577010...	01/18/2024	7357701000	202-722-52003	31.16
PORTLAND GENERAL ELECTR...	12.8.23-01.10.24 1650931000	01/18/2024	1650931000	202-722-52003	21.22
TIBERIUS SOLUTIONS LLC	1999	01/18/2024	FINANCE CUNSLTANT	202-721-52051	405.00
ACE HARDWARE- SCAPPOOSE	445231/4	01/18/2024	KEYS	202-722-52019	14.97
Fund 202 - COMMUNITY DEVELOPMENT Total:					10,678.35

Fund: 203 - COMMUNITY ENHANCEMENT

CARDINAL SERVICES INC	1232375	01/18/2024	TEMPORARY EMPLOYEMENT	203-709-52028	2,437.42
COLUMBIA COUNTY ECONO...	202410	01/18/2024	GRO ADMINISTRATION- CET ...	203-701-52028	100,000.00
CARDINAL SERVICES INC	1232610	01/19/2024	TEMPORARY EMPLOYMENT	203-709-50001	2,532.54
Fund 203 - COMMUNITY ENHANCEMENT Total:					104,969.96

Fund: 205 - STREETS

COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	265 STRAND ST	205-000-52003	3,708.27
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	35320 SYKES RD	205-000-52003	44.17
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	56.74
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	58651 COL HWY GATEWAY A...	205-000-52003	37.31
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	2198 COLUMBIA BLVD - SIG...	205-000-52003	49.55
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	1800 COLUMBIA BLVD - SIG...	205-000-52003	116.61
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	715 S COLUMBIA RIVER HWY ..	205-000-52003	45.74
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	1370 COLUMBIA BLVD.- FOU...	205-000-52003	48.62
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	191 N MILTON WAY- LANDS...	205-000-52003	36.59
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	191 N MILTON WAY - SIGNAL	205-000-52003	44.48
PORTLAND GENERAL ELECTR...	12.6.23-01.8.24 4854421000	01/18/2024	4854421000	205-000-52003	56.46
Fund 205 - STREETS Total:					4,244.54

Fund: 301 - STREETS SDC

238 GABLE LIMITED PARTNE...	2023-01	01/18/2024	GABLE RD CROSSWALK	301-000-52019	13,513.27
Fund 301 - STREETS SDC Total:					13,513.27

Fund: 601 - WATER

COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	57500 OLD PORTLAND RD - ...	601-731-52003	100.70
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	35261 PITTSBURG RD- PW W...	601-731-52003	38.47
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	1680 1 ST -	601-731-52003	1,848.28
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	62420 COLUMBIA RIVER HWY..	601-731-52003	312.70
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	2300 STRAND ST - WELL 2	601-731-52003	258.92
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	END OF KESTREL VIEW DRIVE	601-731-52003	172.27
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	1215 FOURTH ST - WFF	601-732-52003	4,662.76
CORRECT EQUIPMENT	50850	01/18/2024	METER LEAD	601-731-53314	3,820.40
LAWRENCE OIL COMPANY	CFSI-18580	01/18/2024	247752 WATER	601-732-52022	135.80
EMERY & SONS CONSTRUCT...	PAYMENT #2	01/18/2024	2.0 MG RESERVOIR REPLAC...	601-000-53304	49,915.20
CORE & MAIN	U186787	01/18/2024	MATERIALS	601-731-52001	177.27
Fund 601 - WATER Total:					61,442.77

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 603 - SEWER					
CENTURY LINK	01.02.24 351B	01/18/2024	293	603-736-52010	23.96
CENTURY LINK	01.02.24 351B	01/18/2024	600	603-736-52010	23.95
CENTURY LINK	01.02.24 351B	01/18/2024	688	603-736-52010	23.95
CENTURY LINK	01.02.24 351B	01/18/2024	654	603-736-52010	23.95
CENTURY LINK	01.02.24 351B	01/18/2024	293	603-737-52010	23.95
CENTURY LINK	01.02.24 351B	01/18/2024	654	603-737-52010	23.96
CENTURY LINK	01.02.24 351B	01/18/2024	600	603-737-52010	23.96
CENTURY LINK	01.02.24 351B	01/18/2024	688	603-737-52010	23.96
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	240 CLARK ST PUMP STATION	603-735-52003	36.82
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	451 PLYMOTH ST - WWTP L...	603-736-52003	1,163.90
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	451 PLYMOTH ST - WWTP L...	603-737-52003	1,163.89
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	240 MADRONA CT	603-738-52003	218.74
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	134 N 1ST- PS 2 8873519	603-738-52003	341.08
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	169 S 4TH ST WATER FLOW ...	603-738-52003	43.23
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	110 S 4TH ST - PS 3	603-738-52003	53.38
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	35120 MAPLE ST. - PS 11	603-738-52003	129.69
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	58791 58725 COL RIV HWY P...	603-738-52003	46.82
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	58360 OLD PORTLAND RD - P...	603-738-52003	277.95
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	318 S 1ST ST- PS #1 8805564	603-738-52003	149.41
ADVANCED EXCAVATING SPE...	23147-1	01/18/2024	N 10TH & DEER ISLAND SANI...	603-000-53402	30,010.00
EAGLE STAR ROCK PRODUCTS..	42661	01/18/2024	ROCK MCCORMICK PARK	603-000-53402	176.08
CARDINAL SERVICES INC	1232610	01/19/2024	TEMPORARY EMPLOYMENT-...	603-736-52023	81.46
Fund 603 - SEWER Total:					34,084.09
Fund: 605 - STORM					
CASCADE CONCRETE PRODU...	89658	01/18/2024	MATERIALS STORM PROJECT...	605-000-53501	1,735.00
Fund 605 - STORM Total:					1,735.00
Fund: 703 - PW OPERATIONS					
COLUMBIA RIVER FIRE AND ...	01.01.2024	01/18/2024	SHARED COST JOINT MAINT ...	703-739-52099	712.43
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	984 OREGON ST - PW SHOP	703-734-52003	178.21
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	984 OREGON ST	703-734-52003	352.25
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	650 OREGON ST -LEMONT P...	703-734-52003	290.49
COLUMBIA RIVER PUD	01.12.24 7493	01/18/2024	1230 DEER ISLAND RD - PW	703-734-52003	188.21
TIM UNDERWOOD -	01.18.24	01/18/2024	TRAVEL REIMB.-ASPHALT CO...	703-733-52018	336.90
PACIFIC STAINLESS PRODUCT...	58234P-IN	01/18/2024	STRAIGHT EDGE 4"WIDE	703-733-52001	100.00
LAWRENCE OIL COMPANY	CFSI-18580	01/18/2024	247748 PUBLIC WORKS	703-734-52022	1,265.30
LAWRENCE OIL COMPANY	CFSI-18580	01/18/2024	247750 PUBLIC WORKS	703-734-52022	128.67
ALL N ONE ASPHALT SWEEPI...	7680	01/19/2024	REPLACE ASPHALT 2ND ST	703-733-52019	1,500.00
Fund 703 - PW OPERATIONS Total:					5,052.46
Grand Total:					278,470.47

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	42,750.03
202 - COMMUNITY DEVELOPMENT	10,678.35
203 - COMMUNITY ENHANCEMENT	104,969.96
205 - STREETS	4,244.54
301 - STREETS SDC	13,513.27
601 - WATER	61,442.77
603 - SEWER	34,084.09
605 - STORM	1,735.00
703 - PW OPERATIONS	5,052.46
Grand Total:	278,470.47

Account Summary

Account Number	Account Name	Expense Amount
100-702-52019	Professional Services	594.00
100-704-52019	Professional Services	575.00
100-705-52003	Utilities	623.37
100-705-52019	Professional Services	84.60
100-706-52003	Utilities	695.20
100-706-52019	Professional Services	13.43
100-706-52023	Facility Maintenance	1,576.50
100-706-52033	Printed Materials	1,024.74
100-706-52034	Visual Materials	104.72
100-706-52035	Audio Materials	441.90
100-707-52020	Bank Service Fees	27,024.43
100-708-52003	Utilities	1,101.36
100-708-52023	Facility Maintenance	128.02
100-708-52046	Dock Services	355.49
100-709-52003	Utilities	192.95
100-709-52023	Facility Maintenance	442.22
100-710-52087	Commission Stipends	330.00
100-712-52003	Utilities	4,819.01
100-712-52010	Telephone	1,405.81
100-715-52001	Operating Supplies	112.51
100-715-52003	Utilities	1,104.77
202-721-52051	Urban Renewal	405.00
202-722-52003	Utilities	59.92
202-722-52019	Professional Services	14.97
202-723-53102	Downtown Infrastructure	10,198.46
203-701-52028	Projects & Programs	100,000.00
203-709-50001	Wages	2,532.54
203-709-52028	Projects & Programs	2,437.42
205-000-52003	Utilities	4,244.54
301-000-52019	Professional Services	13,513.27
601-000-53304	Repair Existing Reservoir	49,915.20
601-731-52001	Operating Supplies	177.27
601-731-52003	Utilities	2,731.34
601-731-53314	WATER METERS	3,820.40
601-732-52003	Utilities	4,662.76
601-732-52022	Fuel	135.80
603-000-53402	Annual Maint Ops	30,186.08
603-735-52003	Utilities	36.82
603-736-52003	Utilities	1,163.90
603-736-52010	Telephone	95.81
603-736-52023	Facility Maintenance	81.46
603-737-52003	Utilities	1,163.89
603-737-52010	Telephone	95.83
603-738-52003	Utilities	1,260.30
605-000-53501	ANNUAL MAINTENANCE...	1,735.00
703-733-52001	Operating Supplies	100.00

Account Summary

Account Number	Account Name	Expense Amount
703-733-52018	Professional Developme...	336.90
703-733-52019	Professional Services	1,500.00
703-734-52003	Utilities	1,009.16
703-734-52022	Fuel	1,393.97
703-739-52099	Equipment Operations	712.43
Grand Total:		278,470.47

Project Account Summary

Project Account Key	Expense Amount
None	278,470.47
Grand Total:	278,470.47



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Packet: APPKT00914 - Bail Refund 1.19.24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
Heys, Nicole Rene	INV0006798	01/12/2024	Bail Refund- Heys, Nicole Re...	100-000-20200	425.00
Fund 100 - GENERAL FUND Total:					425.00
Grand Total:					425.00

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	425.00
Grand Total:	425.00

Account Summary

Account Number	Account Name	Expense Amount
100-000-20200	Court - Bail	425.00
Grand Total:		425.00

Project Account Summary

Project Account Key	Expense Amount
None	425.00
Grand Total:	425.00



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Expense Approval Register

Packet: APPKT00917 - 1/23/24 AP

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 601 - WATER COLUMBIA COUNTY	1.22.24	01/22/2024	Land Use Application	601-000-53304	1,698.00
				Fund 601 - WATER Total:	1,698.00
				Grand Total:	1,698.00

Fund Summary

Fund	Expense Amount
601 - WATER	1,698.00
Grand Total:	1,698.00

Account Summary

Account Number	Account Name	Expense Amount
601-000-53304	Repair Existing Reservoir	1,698.00
Grand Total:		1,698.00

Project Account Summary

Project Account Key	Expense Amount
None	1,698.00
Grand Total:	1,698.00



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Packet: APPKT00915 - AP 1.26.24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
RUBENS LAWN SERVICE	0006395	01/22/2024	MONTHLY LAWN SERVICE	100-705-52023	80.00
MAILBOXES NORTHWEST	01.01.24	01/22/2024	POSTAGE 2801 ACCT 1 PD	100-705-52001	157.26
EASY 2 WASH LLC	143	01/22/2024	CAR WASH TOKENS	100-705-52001	850.00
WIRE WORKS	15688	01/22/2024	EV Module Economy Interface	100-705-52098	196.25
MORE POWER TECHNOLOGY...	15809	01/22/2024	MICROSOFT 365 BUS STAND...	100-712-52006	2,858.40
CINTAS	8406634101	01/22/2024	PARKS FIRST AID CABINET SE...	100-708-52001	70.54
CINTAS	8406634102	01/22/2024	CITY HALL FIRST AID CABINET...	100-715-52001	142.82
SAIF CORPORATION	01.02.2024	01/23/2024	P# 26274 NONDISABLING CL...	100-706-51015	1,304.71
PITNEY BOWES BANK INC PU...	01.11.2024	01/23/2024	INK PAD REPLACEMENT KIT-...	100-707-52009	2,000.00
NW NATURAL GAS	01.16.2024	01/23/2024	5638	100-705-52003	218.46
NW NATURAL GAS	01.16.2024	01/23/2024	7673	100-706-52003	1,265.88
NW NATURAL GAS	01.16.2024	01/23/2024	8563	100-708-52003	22.77
NW NATURAL GAS	01.16.2024	01/23/2024	3047	100-708-52003	101.25
NW NATURAL GAS	01.16.2024	01/23/2024	6430	100-709-52003	581.01
NW NATURAL GAS	01.16.2024	01/23/2024	0109	100-709-52003	355.58
NW NATURAL GAS	01.16.2024	01/23/2024	5285	100-715-52003	253.05
NW NATURAL GAS	01.16.2024	01/23/2024	2848	100-715-52003	220.07
STEVE TOSCHI	01.22.2024	01/23/2024	PRR- PARTIAL REFUND-FINA...	100-000-37004	94.31
CITY OF ST. HELENS	01.22.2024	01/23/2024	TOY N JOY AUCTION 23-0553...	100-703-52041	100.00
DAWN RICHARDSON	01.22.24 NEW RATE	01/23/2024	MILEAGE REIMBURSEMENT ...	100-707-52001	73.70
RON TROMMLITZ	01.22.24	01/23/2024	PUBLIC RECORDS REQUEST P...	100-000-37004	5.34
DAWN RICHARDSON	01.22.24	01/23/2024	MILEAGE REIMBURSEMENT ...	100-707-52001	36.03
QWEST DBA CENTURYLINK A...	3263X201-S-23134	01/23/2024	3263X201-S-23134	100-712-52010	80.33
QWEST DBA CENTURYLINK A...	3263X201-S-23134	01/23/2024	3263X201-S-24014	100-712-52010	80.33
QWEST DBA CENTURYLINK A...	3263X204-S-24011	01/23/2024	5163X204S3	100-712-52010	80.33
OPUS INTERACTIVE	39939	01/23/2024	DNS HOSTING 2/1/24-1/31/2...	100-712-52019	60.00
CENTURY LINK BUSINESS SER...	672479785	01/23/2024	ACCT 88035002	100-712-52010	158.61
ABC TRANSCRIPTION SERVI...	STH01240199	01/23/2024	TRANSCRIPTION SERVICE OF ...	100-702-52019	648.00
STEVE TOSCHI	01.23.24	01/24/2024	REFUND PRR-BOISE CASCADE...	100-000-37004	244.58
Fund 100 - GENERAL FUND Total:					12,339.61
Fund: 201 - VISITOR TOURISM					
MASONIC BUILDING LLC	01.19.24	01/22/2024	LEASE PAYMENT SEPT	201-000-52028	16,500.00
COLUMBIA RIVER PUD	01.19.24	01/22/2024	94111	201-000-52130	289.25
NW NATURAL GAS	01.16.2024	01/23/2024	9614	201-000-52003	424.66
NW NATURAL GAS	01.16.2024	01/23/2024	7764	201-000-52003	54.28
CITY OF ST. HELENS	1.23.24 01-00178-001	01/23/2024	01-00178-001 MASONIC BUI...	201-000-52003	59.47
Fund 201 - VISITOR TOURISM Total:					17,327.66
Fund: 202 - COMMUNITY DEVELOPMENT					
PROPANE NORTHWEST	1512357087	01/23/2024	PROPANE DELIVERED TO 130...	202-722-52019	977.39
DAVID E BEE	2024_0281 SH	01/23/2024	PRODUCTION/EDITING ST HE...	202-726-52011	1,000.00
MOORE SITE SERVICES LLC	24002	01/23/2024	MECHANICAL SUPPORT FOR...	202-722-52019	11,390.40
MAUL FOSTER ALONGI INC	58153	01/23/2024	CENTRAL WATERFRONT SCO...	202-726-52019	2,398.75
Fund 202 - COMMUNITY DEVELOPMENT Total:					15,766.54
Fund: 203 - COMMUNITY ENHANCEMENT					
JOAN YOUNGBERG	01.24.24	01/24/2024	CONTRACT PAYMENT FOR C...	203-709-52028	91.00
ST. HELENS SCHOOL DISTRICT	01.24.24	01/24/2024	WINTER BASKETBALL CAMP ...	203-709-52028	1,008.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					1,099.00
Fund: 205 - STREETS					
SAIF CORPORATION	01.02.2024	01/23/2024	P# 26274 NONDISABLING CL...	205-000-51015	208.93
Fund 205 - STREETS Total:					208.93
Fund: 601 - WATER					
SAIF CORPORATION	01.02.2024	01/23/2024	P# 26274 NONDISABLING CL...	601-732-51015	208.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NW NATURAL GAS	01.16.2024	01/23/2024	2942	601-732-52003	76.47
NORTHSTAR CHEMICAL	272564	01/23/2024	SODIUM HYPOCHLORITE 12....	601-732-52083	2,011.28
Fund 601 - WATER Total:					2,296.69
Fund: 603 - SEWER					
SAIF CORPORATION	01.02.2024	01/23/2024	P# 26274 NONDISABLING CL...	603-735-51015	208.94
SAIF CORPORATION	01.02.2024	01/23/2024	P# 26274 NONDISABLING CL...	603-736-51015	158.77
SAIF CORPORATION	01.02.2024	01/23/2024	P# 26274 NONDISABLING CL...	603-737-51015	264.61
SAIF CORPORATION	01.02.2024	01/23/2024	P# 26274 NONDISABLING CL...	603-738-51015	105.84
NW NATURAL GAS	01.16.2024	01/23/2024	5750	603-736-52003	137.70
NW NATURAL GAS	01.16.2024	01/23/2024	5750	603-737-52003	137.69
BLUE HERON SEPTIC AND DR...	01.22.24	01/23/2024	PUMPED OUT LIFT STATION ...	603-738-52019	900.00
Fund 603 - SEWER Total:					1,913.55
Fund: 605 - STORM					
SAIF CORPORATION	01.02.2024	01/23/2024	P# 26274 NONDISABLING CL...	605-000-51015	208.94
Fund 605 - STORM Total:					208.94
Fund: 703 - PW OPERATIONS					
RIVER HOUSING LLC	12.21.23	01/22/2024	RELEASE OF PERFORMANCE ...	703-000-21910	32,307.00
CINTAS	8406634100	01/22/2024	FIRST AID CABINET SERVICE	703-734-52019	62.31
NW NATURAL GAS	01.16.2024	01/23/2024	7720	703-734-52003	17.47
NW NATURAL GAS	01.16.2024	01/23/2024	8675	703-734-52003	127.75
PEAK ELECTRIC GROUP LLC	27902	01/23/2024	INSTALL HEATER SHOP, STO...	703-734-52019	3,850.14
PEAK ELECTRIC GROUP LLC	27972	01/23/2024	INSTALL LIGHT FIXTURE	703-734-52019	675.00
Fund 703 - PW OPERATIONS Total:					37,039.67
Fund: 706 - PUBLIC SAFETY					
OTAK INC	000012400081	01/23/2024	PUBLIC SAFETY BUILDING	706-000-52019	595.52
U.S. BANK ST. PAUL	2467874	01/23/2024	INTEREST FULL FAITH & CRED..	706-000-55002	252,450.00
Fund 706 - PUBLIC SAFETY Total:					253,045.52
Grand Total:					341,246.11

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	12,339.61
201 - VISITOR TOURISM	17,327.66
202 - COMMUNITY DEVELOPMENT	15,766.54
203 - COMMUNITY ENHANCEMENT	1,099.00
205 - STREETS	208.93
601 - WATER	2,296.69
603 - SEWER	1,913.55
605 - STORM	208.94
703 - PW OPERATIONS	37,039.67
706 - PUBLIC SAFETY	253,045.52
Grand Total:	341,246.11

Account Summary

Account Number	Account Name	Expense Amount
100-000-37004	Miscellaneous	344.23
100-702-52019	Professional Services	648.00
100-703-52041	Community Support	100.00
100-705-52001	Operating Supplies	1,007.26
100-705-52003	Utilities	218.46
100-705-52023	Facility Maintenance	80.00
100-705-52098	Enterprise Fleet Mainte...	196.25
100-706-51015	Other Benefits	1,304.71
100-706-52003	Utilities	1,265.88
100-707-52001	Operating Supplies	109.73
100-707-52009	Postage	2,000.00
100-708-52001	Operating Supplies	70.54
100-708-52003	Utilities	124.02
100-709-52003	Utilities	936.59
100-712-52006	Computer Maintenance	2,858.40
100-712-52010	Telephone	399.60
100-712-52019	Professional Services	60.00
100-715-52001	Operating Supplies	142.82
100-715-52003	Utilities	473.12
201-000-52003	Utilities	538.41
201-000-52028	Projects & Programs	16,500.00
201-000-52130	Building Lease & Utilities	289.25
202-722-52019	Professional Services	12,367.79
202-726-52011	Community Engagement	1,000.00
202-726-52019	Professional Services	2,398.75
203-709-52028	Projects & Programs	1,099.00
205-000-51015	Other Benefits	208.93
601-732-51015	Other Benefits	208.94
601-732-52003	Utilities	76.47
601-732-52083	Chemicals	2,011.28
603-735-51015	Other Benefits	208.94
603-736-51015	Other Benefits	158.77
603-736-52003	Utilities	137.70
603-737-51015	Other Benefits	264.61
603-737-52003	Utilities	137.69
603-738-51015	Other Benefits	105.84
603-738-52019	Professional Services	900.00
605-000-51015	Other Benefits	208.94
703-000-21910	Performance Bonds	32,307.00
703-734-52003	Utilities	145.22
703-734-52019	Professional Services	4,587.45
706-000-52019	Professional Services	595.52
706-000-55002	Interest	252,450.00
Grand Total:		341,246.11

Project Account Summary

Project Account Key	Expense Amount
None	341,246.11
Grand Total:	341,246.11



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Packet: APPKT00920 - AP 2.2.24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
OGFOA	E1268	01/29/2024	2024 SPRING CONFERENCE-J ...	100-707-52018	425.00
BEMIS	1077	01/30/2024	MUNICIPAL COURT DATE BA...	100-704-52001	36.05
PORTLAND GENERAL ELECTR...	12.7.23-1.9.24	01/30/2024	0153585940	100-709-52003	775.11
COLUMBIA COUNTY COMM. ...	202311&12CSH	01/30/2024	WORK CREW	100-708-52019	1,875.00
CITY OF CLATSKANIE	2024-13	01/30/2024	CITY COUNTY DINNER 2024	100-701-52018	60.00
CITY OF CLATSKANIE	2024-13	01/30/2024	CITY COUNTY DINNER 2024	100-703-52018	30.00
INFLOW COMMUNICATIONS ...	24687	01/30/2024	2023 MITEL SUPPORT RENE...	100-712-52010	3,088.00
ORKIN	254969073	01/30/2024	1810 OLD PORTLAND RD PES...	100-709-52023	176.99
ORKIN	254970029	01/30/2024	375 S 18TH ST LIBRARY	100-706-52023	100.00
WEX BANK	94627963	01/30/2024	POLICE FUEL PURCHASES	100-705-52022	4,464.78
WEX BANK	94627963	01/30/2024	CITY HALL FUEL PURCHASES ...	100-715-52022	64.01
WILCOX	9641707-IN	01/30/2024	FUEL PARKS DEPT	100-708-52022	601.28
COMCAST	01.21.24	01/31/2024	COMCAST CABLE 877810899...	100-712-52003	1,989.53
MELISSA BEISLEY	01.30.24	01/31/2024	REFUND 2024 BUSINESS LIC...	100-000-35002	65.00
CARDINAL SERVICES INC	1232827	01/31/2024	TEMPORARY EMPLOYEMENT...	100-706-52023	162.93
ALLSTREAM	20226501	01/31/2024	ALLSTREAM PHONE ACCT 75...	100-712-52010	144.43
ORKIN	254968905	01/31/2024	265 STRAND PEST SERVICE Cl...	100-715-52023	105.99
AT&T MOBILITY	287302289330X01232024	01/31/2024	287302289330 POLICE PHON...	100-705-52010	1,958.17
COUNTRY MEDIA INC	674722	01/31/2024	NOTICE OF BUDGET ORIENT...	100-707-52001	82.15
LEXIPOL LLC	INVLEX1232657	01/31/2024	TRAINING BULLETIN & POLIC...	100-705-52019	11,075.87
DAHLGREN'S DO IT BEST BUI...	01.25.24	02/01/2024	BUILDING SUPPLIES ACCT 10...	100-705-52023	75.27
CARDINAL SERVICES INC	1233003	02/01/2024	TEMPORARY EMPLOYEMENT-...	100-706-52023	756.44
CARDINAL SERVICES INC	1233003	02/01/2024	TEMPORARY EMPLOYEMENT	100-708-52023	46.55
CARDINAL SERVICES INC	1233003	02/01/2024	TEMPORARY EMPLOYEMENT	100-709-52023	221.11
ERSKINE LAW PRACTICE LLC	2.1.24	02/01/2024	4/16-4/29	100-704-52019	6,433.41
OREGON PATROL SERVICE	9810	02/01/2024	COURT SERVICES	100-704-52019	738.00
VERIZON	9954743503	02/01/2024	John Walsh	100-701-52010	40.81
VERIZON	9954743503	02/01/2024	Hot Spot	100-701-52010	47.07
VERIZON	9954743503	02/01/2024	CRYSTAL KING	100-701-52010	46.39
VERIZON	9954743503	02/01/2024	MAYOR SCHOLL IPAD	100-703-52001	40.81
VERIZON	9954743503	02/01/2024	PD JETPACK2	100-705-52010	40.81
VERIZON	9954743503	02/01/2024	PD JETPACK1	100-705-52010	40.81
VERIZON	9954743503	02/01/2024	SUZANNE BISHOP	100-706-52003	41.29
VERIZON	9954743503	02/01/2024	Gloria Butsch	100-707-52001	41.29
VERIZON	9954743503	02/01/2024	CAMERON PAGE	100-708-52010	41.29
VERIZON	9954743503	02/01/2024	TORY SHELBY	100-708-52010	41.29
VERIZON	9954743503	02/01/2024	RECREATION CENTER	100-709-52010	41.29
VERIZON	9954743503	02/01/2024	REC PHONE	100-709-52010	42.16
VERIZON	9954743503	02/01/2024	RECREATION CENTER	100-709-52010	40.81
VERIZON	9954743503	02/01/2024	MIKE DEROIA	100-711-52010	46.39
VERIZON	9954743503	02/01/2024	CONSTRUCTION INSPECTOR	100-711-52010	40.81
VERIZON	9954743503	02/01/2024	BUILDING DEPT IPAD	100-711-52010	40.81
VERIZON	9954743503	02/01/2024	DARIN COX	100-712-52010	46.39
VERIZON	9954743503	02/01/2024	MATT FUNK	100-712-52010	46.39
CODE PUBLISHING	GC00124339	02/01/2024	MUNI CODE WEB UPDATE	100-702-52019	940.00
MOLLY MATCHAK	5	02/02/2024	JANITORIAL SERVICES	100-705-52023	1,400.00
MOLLY MATCHAK	5	02/02/2024	JANITORIAL SERVICES	100-715-52023	1,612.83
SHI INTERNATIONAL CORP	B17764957	02/02/2024	15 DESKTOPS	100-712-57500	12,499.95
Fund 100 - GENERAL FUND Total:					52,770.76
Fund: 202 - COMMUNITY DEVELOPMENT					
MOORE SITE SERVICES LLC	24005	01/31/2024	CONSULTING SUPPORT MILL...	202-722-52019	3,190.00
CBRE INC-VALUATION AND ...	004153-2-24	02/01/2024	APPRAISAL REPORT-EAST OF ...	202-721-52019	3,500.00
DAHLGREN'S DO IT BEST BUI...	01.25.24	02/01/2024	BUILDING SUPPLIES ACCT 10...	202-722-52019	67.46

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MASON BRUCE & GIRARD INC	33708	02/01/2024	FOREST MANAGEMENT 0104...	202-724-52019	6,445.37
MOORE SITE SERVICES LLC	24004	02/02/2024	MECHANICAL SUPPORT MILL...	202-722-52019	10,592.30
MASON BRUCE & GIRARD INC	33462	02/02/2024	FOREST MANAGEMENT 0103...	202-724-52019	24,472.20
Fund 202 - COMMUNITY DEVELOPMENT Total:					48,267.33

Fund: 203 - COMMUNITY ENHANCEMENT

CARDINAL SERVICES INC	1232827	01/31/2024	TEMPORARY EMPLOYEMENT	203-709-50001	1,127.39
CARDINAL SERVICES INC	1233003	02/01/2024	TEMPORARY EMPLOYMENT	203-709-50001	2,756.99
Fund 203 - COMMUNITY ENHANCEMENT Total:					3,884.38

Fund: 205 - STREETS

COLUMBIA RIVER PUD	3001206	01/30/2024	STREET LIGHT MAINTENANCE	205-000-52003	187.80
Fund 205 - STREETS Total:					187.80

Fund: 601 - WATER

MISSION COMMUNICATIONS...	1083946	01/30/2024	MODEM/ADAPTER-PUMP ST...	601-732-52001	318.94
VERIZON	9954743503	02/01/2024	WFF CREW	601-732-52010	69.38
LAWRENCE OIL COMPANY	CFSI-18781	02/01/2024	247752 WATER	601-732-52022	113.93
CITY OF COLUMBIA CITY	01.26.24	02/02/2024	001754-001	601-732-52003	87.48
Fund 601 - WATER Total:					589.73

Fund: 603 - SEWER

EAGLE STAR ROCK PRODUCTS..	42667	01/29/2024	ROCK FOR SHOP	603-735-52001	268.80
EUROFINS ENVIRONMENT TE...	1920005749	01/30/2024	QUARTERLY BIOASSAY TESTI...	603-737-52064	6,567.50
HASA	940156	01/30/2024	MULTI CHLOR	603-736-52083	11,051.16
ALLSTREAM	20226501	01/31/2024	ALLSTREAM PHONE ACCT 75...	603-736-52010	72.21
ALLSTREAM	20226501	01/31/2024	ALLSTREAM PHONE ACCT 75...	603-737-52010	72.21
CARDINAL SERVICES INC	1233003	02/01/2024	TEMPORARY EMPLOYMENT	603-736-52023	93.10
VERIZON	9954743503	02/01/2024	WWTP STAFF	603-736-52010	13.75
VERIZON	9954743503	02/01/2024	SAM ORTIZ	603-736-52010	13.75
VERIZON	9954743503	02/01/2024	AARON KUNDERS	603-736-52010	13.76
VERIZON	9954743503	02/01/2024	SAM ORTIZ	603-737-52010	13.78
VERIZON	9954743503	02/01/2024	WWTP STAFF	603-737-52010	13.76
VERIZON	9954743503	02/01/2024	AARON KUNDERS	603-737-52010	13.75
VERIZON	9954743503	02/01/2024	WWTP STAFF	603-738-52010	13.78
VERIZON	9954743503	02/01/2024	AARON KUNDERS	603-738-52010	13.78
VERIZON	9954743503	02/01/2024	SAM ORTIZ	603-738-52010	13.76
COUNTRY MEDIA INC	677030	02/02/2024	PUBLIC NOTICE	603-736-52019	106.95
Fund 603 - SEWER Total:					18,355.80

Fund: 605 - STORM

SUNSET EQUIPMENT	102787	02/02/2024	CROSSROAD	605-000-52001	160.00
Fund 605 - STORM Total:					160.00

Fund: 703 - PW OPERATIONS

COLUMBIA COUNTY COMM. ...	202311&12CSH	01/30/2024	WORK CREW	703-734-52019	375.00
K.L.S SURVEYING INC	23365	01/30/2024	SURVEYING SERVICES 105 CL...	703-733-52019	1,800.00
WEX BANK	94627963	01/30/2024	PW CHEROKEE 25478	703-734-52022	448.78
DAHLGREN'S DO IT BEST BUI...	01.25.24	02/01/2024	BUILDING SUPPLIES ACCT 10...	703-734-52001	34.25
DAHLGREN'S DO IT BEST BUI...	01.25.24	02/01/2024	BUILDING SUPPLIES ACCT 10...	703-734-52023	9.27
DAHLGREN'S DO IT BEST BUI...	01.25.24	02/01/2024	BUILDING SUPPLIES ACCT 10...	703-739-52023	27.16
VERIZON	9954743503	02/01/2024	Engineering I Phone	703-733-52010	41.29
VERIZON	9954743503	02/01/2024	TIM UNDERWOOD	703-733-52010	41.29
VERIZON	9954743503	02/01/2024	SHARON DARROUX	703-733-52010	74.49
VERIZON	9954743503	02/01/2024	RYAN POWERS	703-734-52010	41.29
VERIZON	9954743503	02/01/2024	PW SPARE	703-734-52010	40.81
VERIZON	9954743503	02/01/2024	ETHAN STERLING	703-734-52010	41.29
VERIZON	9954743503	02/01/2024	PW Utility 3	703-734-52010	40.81
VERIZON	9954743503	02/01/2024	MOUHAMAD ZAHER	703-734-52010	61.11
VERIZON	9954743503	02/01/2024	PW SPARE 4	703-734-52010	40.81
VERIZON	9954743503	02/01/2024	BRETT LONG	703-734-52010	41.29
VERIZON	9954743503	02/01/2024	ALEX BIRD	703-734-52010	41.29
VERIZON	9954743503	02/01/2024	CURT LEMONT	703-734-52010	23.81
VERIZON	9954743503	02/01/2024	BUCK TUPPER	703-734-52010	41.29

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	9954743503	02/01/2024	SCOTT WILLIAMS	703-734-52010	41.29
VERIZON	9954743503	02/01/2024	PW SPARE2	703-734-52010	40.81
VERIZON	9954743503	02/01/2024	JULIAN ZIRKLE	703-734-52010	41.29
VERIZON	9954743503	02/01/2024	PW SPARE 3	703-734-52010	40.81
VERIZON	9954743503	02/01/2024	Alex Bird	703-734-52010	40.81
VERIZON	9954743503	02/01/2024	DAVE ELDER	703-734-52010	41.29
VERIZON	9954743503	02/01/2024	PW Utility 1	703-734-52010	40.81
VERIZON	9954743503	02/01/2024	PW Utility 2	703-734-52010	40.81
VERIZON	9954743503	02/01/2024	SCOTT HARRINGTON	703-734-52010	23.81
VERIZON	9954743503	02/01/2024	ROGER STAUFFER	703-734-52010	41.29
LAWRENCE OIL COMPANY	CFSI-18781	02/01/2024	247748 PUBLIC WORKS	703-734-52022	1,867.91
Fund 703 - PW OPERATIONS Total:					5,526.26
Grand Total:					129,742.06

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	52,770.76
202 - COMMUNITY DEVELOPMENT	48,267.33
203 - COMMUNITY ENHANCEMENT	3,884.38
205 - STREETS	187.80
601 - WATER	589.73
603 - SEWER	18,355.80
605 - STORM	160.00
703 - PW OPERATIONS	5,526.26
Grand Total:	129,742.06

Account Summary

Account Number	Account Name	Expense Amount
100-000-35002	Fees - Business Licenses	65.00
100-701-52010	Telephone	134.27
100-701-52018	Professional Developme...	60.00
100-702-52019	Professional Services	940.00
100-703-52001	Operating Supplies	40.81
100-703-52018	Professional Developme...	30.00
100-704-52001	Operating Supplies	36.05
100-704-52019	Professional Services	7,171.41
100-705-52010	Telephone	2,039.79
100-705-52019	Professional Services	11,075.87
100-705-52022	Fuel	4,464.78
100-705-52023	Facility Maintenance	1,475.27
100-706-52003	Utilities	41.29
100-706-52023	Facility Maintenance	1,019.37
100-707-52001	Operating Supplies	123.44
100-707-52018	Professional Developme...	425.00
100-708-52010	Telephone	82.58
100-708-52019	Professional Services	1,875.00
100-708-52022	Fuel	601.28
100-708-52023	Facility Maintenance	46.55
100-709-52003	Utilities	775.11
100-709-52010	Telephone	124.26
100-709-52023	Facility Maintenance	398.10
100-711-52010	Telephone	128.01
100-712-52003	Utilities	1,989.53
100-712-52010	Telephone	3,325.21
100-712-57500	Computer Equipment	12,499.95
100-715-52022	Fuel	64.01
100-715-52023	Facility Maintenance	1,718.82
202-721-52019	Professional Services	3,500.00
202-722-52019	Professional Services	13,849.76
202-724-52019	Professional Services	30,917.57
203-709-50001	Wages	3,884.38
205-000-52003	Utilities	187.80
601-732-52001	Operating Supplies	318.94
601-732-52003	Utilities	87.48
601-732-52010	Telephone	69.38
601-732-52022	Fuel	113.93
603-735-52001	Operating Supplies	268.80
603-736-52010	Telephone	113.47
603-736-52019	Professional Services	106.95
603-736-52023	Facility Maintenance	93.10
603-736-52083	Chemicals	11,051.16
603-737-52010	Telephone	113.50
603-737-52064	Lab Testing	6,567.50
603-738-52010	Telephone	41.32
605-000-52001	Operating Supplies	160.00

Account Summary

Account Number	Account Name	Expense Amount
703-733-52010	Telephone	157.07
703-733-52019	Professional Services	1,800.00
703-734-52001	Operating Supplies	34.25
703-734-52010	Telephone	806.82
703-734-52019	Professional Services	375.00
703-734-52022	Fuel	2,316.69
703-734-52023	Facility Maintenance	9.27
703-739-52023	Facility Maintenance	27.16
Grand Total:		129,742.06

Project Account Summary

Project Account Key	Expense Amount
None	129,742.06
Grand Total:	129,742.06



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Packet: APPKT00922 - 2.2.24 Court AP

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
Birkland, James Andrew	INV0006799	01/22/2024	Bail Refund- Birkland, James ...	100-000-20200	625.00
Fund 100 - GENERAL FUND Total:					625.00
Grand Total:					625.00

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	625.00
Grand Total:	625.00

Account Summary

Account Number	Account Name	Expense Amount
100-000-20200	Court - Bail	625.00
Grand Total:		625.00

Project Account Summary

Project Account Key	Expense Amount
None	625.00
Grand Total:	625.00



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Packet: APPKT00923 - AP 2.7.24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
CENTURY LINK	01.25.24	02/06/2024	966B	100-712-52010	338.14
ASHLEY FORBES	01.30.24	02/06/2024	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
MAILBOXES NORTHWEST	02.02.24	02/06/2024	POSTAGE 2801 ACCT 1 PD	100-701-52001	38.38
LUCY HEIL ATTORNEY AT LAW	02.05.24	02/06/2024	LEGAL SERVICES	100-704-52019	2,500.00
D'AYE S DAVIDSON	02.06.24	02/06/2024	REFEREE FOR 1/27/24 & 2/3/...	100-709-52019	120.00
GIBSON ROBERT TOLLES	02.06.24	02/06/2024	REFEREE FOR 1/27/24 & 2/3/...	100-709-52019	135.00
CAMERON COX	02.06.24	02/06/2024	REFEREE FOR 1/27/24 & 2/3/...	100-709-52019	150.00
DEVAN LEE	02.06.24	02/06/2024	REFEREE 1.27.24 & 2.3.24	100-709-52019	120.00
ISABELLA MEUCHEL	02.06.24	02/06/2024	REFEREE FOR 1/27/24 & 2/3/...	100-709-52019	130.00
MADELYN HANCOCK	02.06.24	02/06/2024	REFEREE FOR 1/27/24 & 2/3/...	100-709-52019	130.00
LANDEN COX	02.06.24	02/06/2024	REFEREE 1/7/24 & 2/3/24	100-709-52019	155.00
KAIDEN LEE	02.06.24	02/06/2024	REFEREE FOR 1/27/24 & 2/3/...	100-709-52019	120.00
HUDSON GARBAGE SERVICE	13825695S046	02/06/2024	1554- TRASH PUBLIC LIBRARY	100-706-52003	93.52
HUDSON GARBAGE SERVICE	13825893S046	02/06/2024	7539- TRASH CITY HALL 265 ...	100-715-52023	241.60
HUDSON GARBAGE SERVICE	13825894S046	02/06/2024	2046-1287547 - POLICE GAR...	100-705-52023	125.14
HUDSON GARBAGE SERVICE	13825896S046	02/06/2024	7598- TRASH MCCORMICK A...	100-708-52023	611.80
HUDSON GARBAGE SERVICE	13825897S046	02/06/2024	7601-TRASH PUBLIC CANS PL...	100-715-52023	132.48
HUDSON GARBAGE SERVICE	13825898S046	02/06/2024	7636- TRASH COL VIEW PARK...	100-708-52023	214.34
HUDSON GARBAGE SERVICE	13826398S046	02/06/2024	5273- TRASH REC CENTER C...	100-709-52023	81.52
CHAVES CONSULTING INC	213345	02/06/2024	MONTHLY USER FEE PER USE...	100-702-52019	185.10
STEVEN R SCHARFSTEIN	38	02/06/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	39	02/06/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	40	02/06/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	41	02/06/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	42	02/06/2024	COURT ATTORNEY FEES	100-704-52019	125.00
METRO PLANNING INC	6115	02/06/2024	WEB GIS	100-710-52001	62.50
SOLUTIONS YES	INV391919	02/06/2024	CLEANED & REPLACED FUSER...	100-715-52001	608.32
POWERDMS INC	INV-47780	02/06/2024	SCHEDULING SOFTWARE AN...	100-715-52019	1,666.85
CIS	PO-STH-12023-02	02/06/2024	PROPERTY/LIAB 2023-2024 ...	100-715-52016	1,688.30
ACE HARDWARE - ST. HELENS	01.31.24 60176	02/07/2024	MATERIALS ACE ACCT 60176 ...	100-708-52001	62.06
ACE HARDWARE - ST. HELENS	01.31.24 60176	02/07/2024	MATERIALS ACE ACCT 60176 ...	100-708-52001	-10.79
ACE HARDWARE - ST. HELENS	01.31.24 60177	02/07/2024	ACE ACCT 60177 DISCOUNT	100-705-52001	-3.80
ACE HARDWARE - ST. HELENS	01.31.24 60177	02/07/2024	ACE ACCT 60177 MATERIALS	100-705-52001	37.98
ACE HARDWARE - ST. HELENS	01.31.24 60180	02/07/2024	MATERIALS ACE ACCT 60180	100-708-52047	39.92
ACE HARDWARE - ST. HELENS	01.31.24 60180	02/07/2024	MATERIALS ACE ACCT 60180	100-715-52023	75.93
ACE HARDWARE - ST. HELENS	01.31.24	02/07/2024	ACE MATERIALS ACCT 60174...	100-715-52023	-0.28
ACE HARDWARE - ST. HELENS	01.31.24	02/07/2024	ACE MATERIALS ACCT 60174	100-715-52023	2.79
MAILBOXES NORTHWEST	02.02.24 2801	02/07/2024	POSTAGE 2801 ACCT 1 PD	100-705-52001	76.75
OREGON DEPARTMENT OF R...	02.06.24	02/07/2024	LEMLA	100-000-20800	6.00
OREGON DEPARTMENT OF R...	02.06.24	02/07/2024	STATE	100-000-20800	35.00
OREGON DEPARTMENT OF R...	02.06.24	02/07/2024	MISD SURCHARGE	100-000-20800	65.00
OREGON DEPARTMENT OF R...	02.06.24	02/07/2024	STATE COURT FACILITY	100-000-20800	11.00
OREGON DEPARTMENT OF R...	02.06.24	02/07/2024	STATE DUII CONVICTION FEE	100-000-20800	255.00
OREGON DEPARTMENT OF R...	02.06.24	02/07/2024	STATE DUII DIVERSION	100-000-20800	185.00
OREGON DEPARTMENT OF R...	02.06.24	02/07/2024	STATE MISD	100-000-20800	35.00
OREGON DEPARTMENT OF R...	02.06.24	02/07/2024	UNITARY	100-000-20800	75.07
OREGON DEPARTMENT OF R...	02.06.24	02/07/2024	STATE VIOLATION	100-000-20800	572.00
COLUMBIA COUNTY TREASU...	02.06.24	02/07/2024	COUNTY ASSESSMENT	100-000-20900	210.97
COLUMBIA COUNTY TREASU...	02.06.24	02/07/2024	JAIL ASSESSMENT	100-000-20900	62.86
COLUMBIA COUNTY TREASU...	02.06.24	02/07/2024	CITY COURT COSTS DEDUCT...	100-000-36002	-27.38
BIO-MED TESTING SERVICES ...	105066	02/07/2024	PRE EMPLOYMENT TEST	100-702-52019	55.00
STAPLES BUSINESS CREDIT	1653629094	02/07/2024	OFFICE SUPPLIES	100-702-52001	5.53
STAPLES BUSINESS CREDIT	1653629094	02/07/2024	OFFICE SUPPLIES	100-712-57500	258.45

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES BUSINESS CREDIT	1653629094	02/07/2024	OFFICE SUPPLIES	100-715-52001	356.09
PAULSON PRINTING CO.	3375	02/07/2024	BUSINESS CARDS-K EDWARD...	100-705-52001	165.00
PAULSON PRINTING CO.	3582	02/07/2024	BUSINESS CARDS-J ANDERS...	100-705-52001	110.00
STEVEN R SCHARFSTEIN	37	02/07/2024	COURT ATTORNEY FEES	100-704-52019	125.00
SCAPPOOSE OUTFITTERS	6045	02/07/2024	CODE ENFORCEMENT UNIFO...	100-705-52002	40.00
GOVERNMENT ETHICS COM...	AIE20072	02/07/2024	ANNUAL BILLING	100-703-52018	75.66
L.N CURTIS AND SONS	INV789482	02/07/2024	POLICE UNIFORMS	100-705-52002	498.68

Fund 100 - GENERAL FUND Total: 14,048.48**Fund: 201 - VISITOR TOURISM**

WESTERN DISPLAY FIREWOR...	01.10.24	02/06/2024	FIREWORKS SHOW 2024 1ST ...	201-000-52028	5,000.00
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Fund 201 - VISITOR TOURISM Total: 5,000.00**Fund: 202 - COMMUNITY DEVELOPMENT**

NW NATURAL GAS	01-2024	02/06/2024	4482316-9	202-722-52003	72.89
SECRETARY OF SATE-BUSINE...	02.06.24	02/06/2024	REPORT IN LIEU OF AUDIT-ST...	202-721-52051	20.00
MAYER REED INC	14874	02/06/2024	ST HELENS RIVERWALK	202-723-52055	7,127.50
OREGON DEPARTMENT OF S...	27761	02/06/2024	WATERWAY LEASE ML9431	202-721-52054	1,549.61
ACE HARDWARE - ST. HELENS	01.31.24 60176	02/07/2024	MATERIALS ACE ACCT 60176 ...	202-722-52019	35.82

Fund 202 - COMMUNITY DEVELOPMENT Total: 8,805.82**Fund: 601 - WATER**

FAST LUBE & OIL	01.31.24	02/06/2024	REIMBURSEMENT FOR HYDR...	601-000-22000	164.33
PORTLAND ENGINEERING INC	12037	02/06/2024	AA103 SITE B ANALOG MOD...	601-731-52019	51.00
OREGON ASSOCIATION OF ...	36630	02/06/2024	MEMBERSHIPS DUES 2024-2...	601-732-52018	33.33
OREGON ASSOCIATION OF ...	37112	02/06/2024	46TH ANNUAL M&T CONFER...	601-732-52018	129.99
ONE CALL CONCEPTS INC	4010485	02/06/2024	REGULAR / MODEM DELIVER...	601-731-52019	55.26
CORRECT EQUIPMENT	55373	02/06/2024	METER LEADS & REGISTERS	601-731-53314	3,683.00
CORRECT EQUIPMENT	55376	02/06/2024	METERS REGISTERS & ENCO...	601-731-53314	12,019.23
ACE HARDWARE - ST. HELENS	01.31.24 60180	02/07/2024	MATERIALS ACE ACCT 60180	601-732-52001	74.74
ACE HARDWARE - ST. HELENS	01.31.24 60181	02/07/2024	ACE MATERIALS ACCT 60181...	601-731-52001	-18.03
ACE HARDWARE - ST. HELENS	01.31.24 60181	02/07/2024	ACE MATERIALS ACCT 60181	601-731-52001	112.93

Fund 601 - WATER Total: 16,305.78**Fund: 603 - SEWER**

COLUMBIA RIVER PUD	02.01.24	02/06/2024	38633 594 S 9 ST POWER	603-737-52003	6,582.38
HUDSON GARBAGE SERVICE	13825783S046	02/06/2024	8333- TRASH WWTP 451 PL...	603-736-52023	155.60
HUDSON GARBAGE SERVICE	13825783S046	02/06/2024	8333- TRASH WWTP 451 PL...	603-737-52023	155.59
BUELL CLABRATION & CONT...	3561	02/06/2024	BI ANNUAL ON SITE CALIB ...	603-736-52019	400.00
BUELL CLABRATION & CONT...	3561	02/06/2024	BI ANNUAL ON SITE CALIB ...	603-737-52019	400.00
OREGON ASSOCIATION OF ...	36630	02/06/2024	MEMBERSHIPS DUES 2024-2...	603-736-52018	33.33
OREGON ASSOCIATION OF ...	36630	02/06/2024	MEMBERSHIPS DUES 2024-2...	603-737-52018	33.34
OREGON ASSOCIATION OF ...	37112	02/06/2024	46TH ANNUAL M&T CONFER...	603-736-52018	129.99
OREGON ASSOCIATION OF ...	37112	02/06/2024	46TH ANNUAL M&T CONFER...	603-737-52018	130.02
ONE CALL CONCEPTS INC	4010485	02/06/2024	REGULAR / MODEM DELIVER...	603-735-52019	55.26
COLUMBIA COUNTY TRANSF...	8432	02/06/2024	DUMP FEES ACCT 0017	603-736-52023	180.40
ACE HARDWARE - ST. HELENS	01.31.24 60180	02/07/2024	MATERIALS ACE ACCT 60180	603-735-52001	231.76
ACE HARDWARE - ST. HELENS	01.31.24 60180	02/07/2024	MATERIALS ACE ACCT 60180...	603-735-52001	-68.17
ACE HARDWARE - ST. HELENS	01.31.24 60180	02/07/2024	MATERIALS ACE ACCT 60180	603-736-52001	79.26
ACE HARDWARE - ST. HELENS	01.31.24 60180	02/07/2024	MATERIALS ACE ACCT 60180	603-737-52001	79.27
ACE HARDWARE - ST. HELENS	01.31.24 60180	02/07/2024	MATERIALS ACE ACCT 60180	603-738-52001	100.74
ACE HARDWARE - ST. HELENS	01.31.24 60181	02/07/2024	ACE MATERIALS ACCT 60181	603-736-52023	43.32

Fund 603 - SEWER Total: 8,722.09**Fund: 605 - STORM**

EAGLE STAR ROCK PRODUCTS..	42674	02/05/2024	ROCK-WASTE WATER PLANT	605-000-53501	279.20
CASCADE CONCRETE PRODU...	89813	02/06/2024	MASCO FLASH GROUT	605-000-52001	186.00
EAGLE STAR ROCK PRODUCTS..	42681	02/07/2024	ROCK 14TH STREET	605-000-52001	273.40

Fund 605 - STORM Total: 738.60**Fund: 703 - PW OPERATIONS**

SWS EQUIPMENT	0165307-IN	02/06/2024	FLAP 1/8X12X90	703-739-52099	82.49
HUDSON GARBAGE SERVICE	13825895S046	02/06/2024	7555- TRASH PW 984 OR ST	703-734-52023	101.28
METRO PLANNING INC	6115	02/06/2024	WEB GIS	703-733-52019	87.50

Expense Approval Register

Packet: APPKTD

Item #15.

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TROTTER & MORTON FACILI...	81706	02/06/2024	DIAGNOSE FAILED HEAT PU...	703-739-52120	176.00
COLUMBIA COUNTY TRANSF...	8432	02/06/2024	DUMP FEES ACCT 0017	703-734-52019	3.18
ACE HARDWARE - ST. HELENS	01.31.24 60176	02/07/2024	MATERIALS ACE ACCT 60176 ...	703-739-52001	9.95
ACE HARDWARE - ST. HELENS	01.31.24 60181	02/07/2024	ACE MATERIALS ACCT 60181	703-734-52001	32.98
ACE HARDWARE - ST. HELENS	01.31.24 60181	02/07/2024	ACE MATERIALS ACCT 60181	703-739-52001	41.99
CARQUEST AUTO PARTS STO...	01.31.24	02/07/2024	CUSTOMER NO 151010	703-739-52099	244.63
KINNEAR SPECIALTIES INC	5034453	02/07/2024	SWEEPER JOSE	703-739-52099	3,260.00
Fund 703 - PW OPERATIONS Total:					4,040.00
Grand Total:					57,660.77

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	14,048.48
201 - VISITOR TOURISM	5,000.00
202 - COMMUNITY DEVELOPMENT	8,805.82
601 - WATER	16,305.78
603 - SEWER	8,722.09
605 - STORM	738.60
703 - PW OPERATIONS	4,040.00
Grand Total:	57,660.77

Account Summary

Account Number	Account Name	Expense Amount
100-000-20800	Court - State Assessment	1,239.07
100-000-20900	Court - County Assessm...	273.83
100-000-36002	Fines - Court	-7.38
100-701-52001	Operating Supplies	38.38
100-702-52001	Operating Supplies	5.53
100-702-52019	Professional Services	240.10
100-703-52018	Professional Developme...	75.66
100-704-52019	Professional Services	3,550.00
100-705-52001	Operating Supplies	385.93
100-705-52002	Personnel Uniforms Equ...	538.68
100-705-52023	Facility Maintenance	125.14
100-706-52003	Utilities	93.52
100-708-52001	Operating Supplies	51.27
100-708-52023	Facility Maintenance	826.14
100-708-52047	Marine Board	39.92
100-709-52019	Professional Services	1,060.00
100-709-52023	Facility Maintenance	81.52
100-710-52001	Operating Supplies	62.50
100-712-52010	Telephone	338.14
100-712-57500	Computer Equipment	258.45
100-715-52001	Operating Supplies	964.41
100-715-52016	Insurance	1,688.30
100-715-52019	Professional Services	1,666.85
100-715-52023	Facility Maintenance	452.52
201-000-52028	Projects & Programs	5,000.00
202-721-52051	Urban Renewal	20.00
202-721-52054	Offshore Lease	1,549.61
202-722-52003	Utilities	72.89
202-722-52019	Professional Services	35.82
202-723-52055	Riverwalk Project	7,127.50
601-000-22000	Utility Deposits	164.33
601-731-52001	Operating Supplies	94.90
601-731-52019	Professional Services	106.26
601-731-53314	WATER METERS	15,702.23
601-732-52001	Operating Supplies	74.74
601-732-52018	Professional Developme...	163.32
603-735-52001	Operating Supplies	163.59
603-735-52019	Professional Services	55.26
603-736-52001	Operating Supplies	79.26
603-736-52018	Professional Developme...	163.32
603-736-52019	Professional Services	400.00
603-736-52023	Facility Maintenance	379.32
603-737-52001	Operating Supplies	79.27
603-737-52003	Utilities	6,582.38
603-737-52018	Professional Developme...	163.36
603-737-52019	Professional Services	400.00
603-737-52023	Facility Maintenance	155.59
603-738-52001	Operating Supplies	100.74

Account Summary

Account Number	Account Name	Expense Amount
605-000-52001	Operating Supplies	459.40
605-000-53501	ANNUAL MAINTENANCE...	279.20
703-733-52019	Professional Services	87.50
703-734-52001	Operating Supplies	32.98
703-734-52019	Professional Services	3.18
703-734-52023	Facility Maintenance	101.28
703-739-52001	Operating Supplies	51.94
703-739-52099	Equipment Operations	3,587.12
703-739-52120	Facility Maintenance Ot...	176.00
Grand Total:		57,660.77

Project Account Summary

Project Account Key	Expense Amount
None	57,660.77
Grand Total:	57,660.77



St. Helens, OR

Item #15.

Expense Approval Register

Packet: APPKT00924 - 2.8.24 AP

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
AMY LINDGREN LAW LLC	617	02/07/2024	JUDICIAL SERVICES	100-704-52019	6,200.00
				Fund 100 - GENERAL FUND Total:	6,200.00
				Grand Total:	6,200.00

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	6,200.00
Grand Total:	6,200.00

Account Summary

Account Number	Account Name	Expense Amount
100-704-52019	Professional Services	6,200.00
Grand Total:		6,200.00

Project Account Summary

Project Account Key	Expense Amount
None	6,200.00
Grand Total:	6,200.00

City of St. Helens, Oregon

PROCLAMATION

By Mayor Rick Scholl

Government Communicators Day

February 24, 2024

WHEREAS, the role of government communications professions is to inform, educate and engage their communities; and

WHEREAS, robust communication in government creates trust and inspires residents to take action and be involved; and

WHEREAS, government communications creates relationships and calls to action, builds awareness and understanding through storytelling, engages and fosters engagement on civic issues, and uses all channels to include people in critical decisions; and

WHEREAS, it is essential to have strong communications in government because it is a foundational element of living in a democracy where citizens have the freedom to make their voices heard; and

WHEREAS, the City is proud and has deep gratitude and recognition for government communicators' professionalism, dedication, hard work, commitment, enthusiasm, and sacrifice.

NOW, THEREFORE, I, Rick Scholl, the Mayor of the City of St. Helens, do hereby proclaim February 24, 2024 as

GOVERNMENT COMMUNICATORS DAY

in St. Helens, Oregon and encourage all residents to thank the members of the City's Communications Team, Communications Officer Crystal King and Communications Support Specialist Cameron Burkhart, who have dedicated their careers to ensure the City has effective, impactful, and successful communication strategies that resonate and are relevant.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of St. Helens to be affixed at St. Helens City Hall on this 21st day of February 2024.



Rick Scholl, Mayor

ATTEST: _____

Kathy Payne, City Recorder