



# COUNCIL REGULAR SESSION

Wednesday, October 01, 2025 at 7:00 PM

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## COUNCIL MEMBERS:

Mayor Jennifer Massey  
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](http://www.sthelensoregon.gov)

Email | [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)

Phone | 503-397-6272

Fax | 503-397-4016

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## AGENDA

### CALL REGULAR SESSION TO ORDER

### PLEDGE OF ALLEGIANCE

### PROCLAMATION

1. Lights on After School Day - October 23, 2025

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

### APPROVE AND/OR AUTHORIZE FOR SIGNATURE

2. First Amendment to Agreement with Columbia Pacific Economic Development District for Grant Administration of the Sanitary Sewer Capacity Improvement Project
3. [Ratify] Agreement with Donovan Enterprises, Inc. for a Utilities Rate Study
4. Agreement with St. Helens Marina LLC for Harbor Master Services (Monitoring and Enforcement of Local Ordinances of the City's Docks and Waterways)

### CONSENT AGENDA FOR ACCEPTANCE

5. Parks and Trails Commission Minutes dated August 11, 2025

### CONSENT AGENDA FOR APPROVAL

6. Accounts Payable Bill Lists

### WORK SESSION ACTION ITEMS

### COUNCIL MEMBER REPORTS

### MAYOR MASSEY REPORTS

### PROACTIVE ITEMS

### OTHER BUSINESS

### ADJOURN

### VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/83104922620?pwd=Ps1GhFe6kFmArP3mU0UIFASpsk8Oox.1>

Passcode: 834587

Phone one-tap: +13462487799

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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](http://www.sthelensoregon.gov) or call 503-366-8217.

# City of St. Helens PROCLAMATION

By Mayor Jennifer Massey

## *Keeping the Lights On After School* *October 23, 2025*

**WHEREAS**, the citizens of the City of St. Helens stand firmly committed to quality afterschool programs and opportunities because they:

- Provide safe and engaging learning experiences that help children realize their full potential and support their academic growth and well-being.
- Support working families by ensuring their children are safe and productive when they are out of their classrooms.
- Help address key issues in our state such as school absenteeism, learning loss recovery, and workforce development.
- Build stronger communities by involving students, parents, businesses, and volunteers in the lives of young people.
- Afterschool provides a solid return on investment. Every \$1 invested in afterschool programs saves at least \$3 by increasing kids' earning potential; improving kids' performance at school; and reducing crime and juvenile delinquency.

**WHEREAS**, afterschool programs provide critical support for children and youth, offering them new experiences and opportunities, along with hands-on learning, that help them learn and grow. Youth who attend afterschool programs attend school more often, do better in school, and gain important work and life skills. These supports are all the more important today.

**WHEREAS**, the St. Helens Recreation Program is committed to the education and well-being of our youth and recognizes that quality afterschool programs prepare our children to become successful adults and help our community thrive.

**WHEREAS**, *Lights On Afterschool*, the national celebration of afterschool programs held this year on October 23, 2025, promotes the importance of quality afterschool programs for our children, families, and communities.

**WHEREAS**, the demand for afterschool programs continues to grow; for every child in a program, four are waiting to get in.

**WHEREAS**, many afterschool programs face operating challenges so severe that they are forced to consider closing their doors and turning off their lights.

**WHEREAS**, the State of Oregon is committed to providing expanded learning opportunities that help our children learn, grow, and develop the skills essential for success in life and work.

**NOW, THEREFORE**, I, Jennifer Massey, the Mayor of the City of St. Helens, do hereby proclaim **October 23, 2025**, as **Lights On Afterschool Day**, and enthusiastically endorse *Lights On Afterschool* and committing our state to engage in innovative afterschool programs and activities that ensure the lights stay on and the doors stay open for all children after school.

**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 1<sup>st</sup> day of October 2025.

MAYOR:

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Jennifer Massey, Mayor

ATTEST:

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Kathy Payne, City Recorder

*Place  
Gold  
Seal &  
Stamp  
Here*

**FIRST AMENDMENT TO  
Columbia Pacific Economic Development District  
Personal Service Agreement**

This agreement is entered into this 1st day of October 2025, by and between the City, (hereinafter "City"), and Columbia Pacific Economic Development District (hereinafter "Contractor").

**RECITALS**

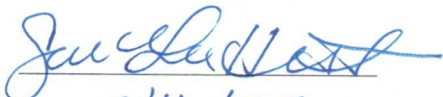
- A. The City and Contractor entered into a Personal Service agreement ("Agreement") in which Contractor agreed to provide Community Development Block Grant (CDBG) Grant Administration Services for the Oregon Business Development Department issued grant for the design and engineering project of the City's Sanitary Sewer Capacity Improvement Project on October 18, 2023, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. The term of the original contract expires on October 18, 2025.
- C. The City desires to extend the contract time of the original contract with the Contractor to allow adequate time to complete administrative activities towards the completion of the Project. This amendment also includes the re-assignment of the principal contact for the Contractor.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. The contract expiration date shall be extended to October 18, 2026
- 3. The principal contact for Contractor shall be Jacquelyn Puett, phone 971-203-6547, email jacquie@nworegon.org.
- 4. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 1st day of October 2025.

**Contractor**

  
Date: 9/16/25

**City**

\_\_\_\_\_  
Jennifer Massey, Mayor  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Kathy Payne, City Recorder

## City of St. Helens

**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 **Donovan Enterprises, Inc.** (“Contractor”).

**RECITALS**

**A.** The City is in need of personal services for a utilities rate study, 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 a utilities rate study, and Contractor accepts such engagement. The principal contact for Contractor shall be **Steve Donovan, phone (503)517-0671**.

**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 June 30, 2026. 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:** Donovan Enterprises, Inc.  
Attn: Steve Donovan  
9600 SW Oak Street, STE 335  
Tigard, OR 97223  
[steve.donovan@donovan-enterprises.com](mailto:steve.donovan@donovan-enterprises.com)

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

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

**9. Insurance.**

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

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

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

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

**9.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for



waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

## **10. Termination.**

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

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

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

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

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

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

## **10.2 Breach of Agreement**

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

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

**10.2.3** Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered

after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

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

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

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

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

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

**14. Indemnification.**

**14.1** Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save, and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, 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** 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.

**16.8** No person may 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:

**16.8.1** Either:

**16.8.1.1** 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

**16.8.1.2** 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

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

**16.8.3** 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.).

**16.9** 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.

**16.10** 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.

**16.11** 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.

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

**16.13** 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.

**16.14** 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.

**16.15** 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.

**16.16** 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.

**16.17** 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.

**16.18** 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.

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

**16.20** 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.

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

**16.22** 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: John WalshTitle: City AdministratorDate: 9/18/25**CONTRACTOR:**

Donovan Enterprises, Inc.

Signature: 

Print: Steven J. Donovan

Title: President

Date: September 15, 2025

**APPROVED AS TO FORM:**By: \_\_\_\_\_  
City Attorney



## ATTACHMENT A

### Scope of Work

#### Scope of Work

##### Task 1 – Rate Study Kickoff and Data Collection

*...We have developed a task plan to meet the City's short-term needs and adequately address long-term policy objectives....*

There are three separate elements of a rate study: revenue requirements, cost of service allocation, and rate design. Our approach uses these steps as basic elements of a study tailored to the City's specific interests and needs. We have highlighted some of the utility management issues that we often address through the rate study process in the task plan outlined below. In the interest of brevity, we recognize and concur with the thorough description of the tasks contained in the RFP and will therefore not repeat them. Rather, we will highlight the key tasks, analyses, and considerations that will be essential to a successful study.

**Data Collection** - This initial project task is essential to timely completion of the engagement. A rate study requires data from various sources, including financial statements (income statement and balance sheet), budgets, asset schedules or inventories, and customer billing data. We have already collected a considerable amount of data in preparation for this engagement, as shown above in our presentation of the estimated cash positions of the water and sewer funds. We also schedule an initial project kick-off meeting to review available data, clarify unfulfilled data needs, identify key contact persons, and assign responsibilities. Data collection will also include identifying the steps required to obtain the customer statistics for use in the cost of service analysis. Finally, as part of our analysis, we will identify standard reports and formats which will improve management review capability and simplify future updates.

As this database takes shape it will be important to keep the process oriented on the objective for this study, which is an accurate, comprehensive, and clearly documented cost basis for each enterprise. Particular focus will be placed on understanding and separating storm and surface water management data from sanitary sewer data. To be useful, the project must produce maintenance standards and costs that are mutually understood and ultimately "owned" by the City as the process moves forward before the Council and ratepayers.

##### Task 2 – Preliminary Model and Revenue Requirements Development

Once the data collection and validation task is completed and vetted by the City project manager, the consultant team will develop a model in Microsoft Excel format. We design our models for easy use by City staff and build in flexibility for the inclusion of future water, sewer, and surface water management services. The model will function as each utility's financial plan. We will develop the financial plan models to allow for evaluation of alternative policies and strategies. The models typically perform several revenue sufficiency tests, such as cash flow, coverage, and earnings, against which the sufficiency of current rates to fund enterprise activities is measured. The revenue requirements analysis determines the amount of revenue needed from rates. This is related to utility cash flow or income requirements, constraints of bond covenants, and specific fiscal policies related to the water and wastewater utilities. The matter of compliance with bond & loan covenants is particularly important in this case because the City of St. Helens has over \$6.1 million in principal outstanding on enterprise utility long term debt as of June 30, 2024.

The DEQ SRF loans require the City to maintain sewer rates and fees sufficient to generate net operating revenues in each fiscal year of at least 105% of the debt service requirement for the fiscal year. For the fiscal year ended June 30, 2016, net operating revenue was \$1,791,426, while 105% of the debt service requirement was \$412,417. Additionally, these loans require the City to document and maintain a reserve

for debt service. At June 30, 2016, the reserve requirement for the Sewer Fund was \$345,523. The City presents this amount as restricted net position. The Capital One loans are backed by the full faith and credit of the City and require a debt ratio of 1.10 for the Water and Sewer Funds. At June 30, 2016, the Water Fund had a debt ratio of 2.27 and the Sewer Fund had a debt ratio of 4.56.

To meet the utilities' need to implement a rate adjustment to meet requirements, we recommend evaluating the revenue requirements as follows: review of the utility's current fiscal policies and their impact on the revenue requirements to ensure that the rate models reflect the financial objectives of the City. We will evaluate the impact of changes in policy, such as capital improvement funding approaches or reserve levels, to determine the impact of changes on revenue requirements. Through the linkage of the analysis to a model of fund balances, rate strategies such as uniform increases, single or multi-year increases, or other strategies can be evaluated on an ongoing basis in terms of compliance with all fiscal constraints.

The specific tasks that will be included in development of the financial plan model will be:

1. Review historical costs and revenues and project revenue under existing rates (this will provide information on current capacity of rates to support revenue requirements). During this work, we will also identify and develop applicable revenue sufficiency tests. Finally, we will determine projected revenue shortfalls (if any) for the test year and present results to staff.
2. Develop long-term financial model (planning period consistent with adopted capital improvement plan(s) and policies). Based on the work done to establish the historical review of costs and revenues, we will expand the logic to a forecast horizon consistent with other City planning timeframes (currently set at a ten year forecast horizon). Consistency between the adopted Capital Improvement Plan(s) and the financial plan will be essential. Critical work in this sub task will be:
  - a. Project revenue under existing rates and determine overall revenue shortfalls by year for the forecast horizon. Identify annual increases needed to meet annual revenue requirements.
  - b. Forecast O&M and capital costs based on the adopted Capital Improvement Plan (CIP). It is clear that the CIP will result in increases to operations and maintenance expenses. New costs (life cycle) to operate and maintain these the facilities will be identified, vetted, and loaded into the financial plan model.
  - c. Evaluate capital funding alternatives, including bonding strategies. This task will include evaluating fiscal policies related to capital financing, including preferences for debt or equity funding. Also, analyses will be done to evaluate reserve levels for debt or equity funding, reserve levels for contingencies, and replacement of funding (i.e., explicit funding of depreciation). Finally, the feasibility of developing alternative sources of funds, including grants, special low interest loans, special fees, and SDC's will also be integrated into the analysis.
  - d. Develop rate increase strategy. In this sub task, we will evaluate rate implementation strategies for effects on utilities financial performance and condition.
  - e. Evaluate rate implementation strategies for effects on utility financial performance and condition.
  - f. Storm drainage funding

- i. The Project Team, through its sewer cost of service analysis, will isolate costs which are specific to the operation and maintenance of the City's storm drainage system.
  - ii. Based on these costs, along with known storm drainage capital needs, the project team will prepare two funding approaches which; a) show the sewer rate impact of continuing to recover storm drainage costs through the wastewater service charge along with the pros and cons of continuing this approach, and b) establish a storm drainage utility and dedicated revenue stream including a summary level feasibility/task plan providing the City with a roadmap toward implementing a storm drainage utility.
- g. Review revenue requirements findings with staff and the Council.

Upon the completion of the model building work, the consultant team will present the preliminary models to City's project team for review and comment. We suggest the City reserve a specific date and time for a staff workshop. This will allow a thorough briefing on the models contents and capabilities. Copies of the draft models will be left with the City team to use and beta test. Upon completion of this internal review, the consultant team will adjust the models to bring them in line with City staff requirements.

After incorporating City staff comments into the models, the consultant team will be prepared to make a presentation to the City Council at a work session (or perhaps to a City Council subcommittee). At this meeting, the consultant team will present the preliminary study results and demonstrate the use of the models to the Council. The presentation will also offer the Council a number of funding alternatives and implementation strategies. The agenda and format for the meeting will be prepared by the consultant team and reviewed with the City's project manager.

#### Task 3 - Detailed Financial Analysis (including policy on current and future indebtedness)

*...A cost of service analysis generally addresses the basis for recovering revenues from customers according to the demands which they place on the utility...*

Cost of Service - The cost of service analysis allocates costs to functional categories, classifies customers, and defines their service characteristics, and distributes costs to customer classes. It also develops unit costs appropriate for recovering revenue requirements by customer class. An essential element of the cost of service analysis and rate review is to define customer service characteristics. This effort relies on the information contained in the customer billing system. The level of detail needed often exceeds that provided in summary reports. For example, to evaluate increasing block water rates, customer usage needs to be compiled by usage level. We pursue this information early in the assignment, recognizing the difficulties that can arise in developing necessary reports or downloading necessary raw data. Specific cost of service tasks include:

1. Develop functional allocation of costs. For water, this would include customers, fire protection, base usage, and extra capacity (peak demand). For wastewater, this would include customers, flow, strength of domestic discharge (i.e., BOD and TSS), and extra strength loading. Also included at this stage are any special allocations associated with providing service to wholesale customers. This allocation relies primarily on utility planning documents and generally available statistics.

2. Develop customer statistics. The specific structure of the statistics needed will depend on the types of rate structures that the City wishes to consider. We would work with the billing system staff and, if necessary, the Springbrook programmers to obtain either summary statistics or raw customer data.
3. Distribute costs to customer classes. Develop class revenue requirements based on usage/demand characteristics. Develop functional unit costs.

*...The cost of service analysis will likely result in different percentage rate increases among the customer classes, which may be more equitable based on the supporting analysis. ...*

#### Task 4 – Rate Analysis

The rate design effort examines and evaluates alternative rate structures. The analysis compares existing rates with alternative rate design and compares results with the allocated costs by customer class. The rate model can be designed to accommodate various rate alternatives, such as seasonal rates, block rates, and varying customer classifications if appropriate. Due to the nature of restructuring rates, impacts are not limited to customer classes nor necessarily uniform within them. The rate model also documents impacts on representative customers, as well as customer classes as a whole, in order to provide full information on the range of rate impacts which would result.

*...The City may want to consider implementing changes to the rate structure on a calendar year basis rather than fiscal year ...*

This avoids dramatic change during the summer peak period when customer sensitivity is highest and allows an education program to be implemented during the winter period when impacts will tend to be smaller. Specific tasks would include:

1. Review rate objectives and various alternatives for attaining those objectives with the City. Identify rate structures to be developed and quality of data to support them.
2. Develop rate model and incorporate customer statistics. Integrate with revenue requirements and cost of service models to automate the rate development process.
3. Develop and evaluate each rate alternative. Evaluation will be based on equity, sufficiency, and impacts.
4. Review preliminary rate findings with City staff. Refine analyses based on review. If appropriate, develop phased strategies for restructuring rates.

#### Task 5 – Draft Report, Staff Comments, Final Report, and Presentation to the City Council

As described above, the rate study is a blend of policy directive and technical follow-through. Our study approach emphasizes ongoing interaction and review with staff and the Council to assure the direction of the study. The documentation task is simply the culmination of that effort. We have found the most effective reporting method to be a policy-level document describing objective, general methods, summary results, considerations, and recommendations. This report, typically 15-20 pages in length including exhibits, provides a document, which is both meaningful and useful for decision-makers. Along with this, a detailed printed record of the analyses is also provided.

An equally important element of successfully completing the study is presentation. We will conduct a presentation to the Council and/or other forums as appropriate, or support staff presentations if this is

preferred. Additional presentations or workshops can also be incorporated. We have often worked with Citizen Advisory Committees, particularly in potentially controversial efforts. Specific tasks include:

1. Present Draft Rates Proposal - As discussed above, when the draft models have been completed and vetted by the City staff team, the consultant team will present the proposals regarding rates to the City Council via work session.
2. Prepare Draft Report - Prepare and submit a draft report for City review and comment. Review the report with the City and determine revisions for the final version. In this step, we will prepare and submit seven (7) bound copies of the draft report, and one (1) unbound copy. We will also present the preliminary report to the City Council and Staff at a public meeting.
3. Prepare Final Report - Prepare and submit the final report to the City. The final report submittal will consist of ten (10) bound copies and one unbound copy. These final versions will be given to the staff for distribution to the Council and other interested parties. We will also provide Staff with a disk that will contain the final report in MS Word format and all related Excel spreadsheet models.
4. Present a Resolution for City Council consideration that will adopt the recommended rates.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2

Item #3.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                   |
|--|---|-------------------|
| <b>PRODUCER</b><br><br>KAZEM ABUNNADI<br>9780 SW SHADY LN STE 220<br>TIGARD OR 97223   | <b>CONTACT</b><br>NAME: KAZEM ABUNNADI  |                   |
|  | PHONE<br>(A/C, No, Ext): (503) 520-0794 | FAX<br>(A/C, No): |
|  | E-MAIL<br>ADDRESS: kabunnad@amfam.com   |                   |
|  | INSURER(S) AFFORDING COVERAGE           |                   |
| <b>INSURED</b><br>DONOVAN ENTERPRISES INC<br>9600 SW OAK ST STE 335<br>Tigard OR 97223 | INSURER A : Midvale Indemnity Company   | NAIC #<br>27138   |
|  | INSURER B :                             |                   |
|  | INSURER C :                             |                   |
|  | INSURER D :                             |                   |
|  | INSURER E :                             |                   |
|  | INSURER F :                             |                   |

## COVERAGES

CERTIFICATE NUMBER: 29488275256659

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                  | TYPE OF INSURANCE   | ADDL INSR                                     | SUBR WVD    | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                         |             |
|---|---|---|-------------|---------------|-------------------------|-------------------------|--------------------------------|-------------|
| A   | COMMERCIAL GENERAL LIABILITY  | Y   | N           | BPP1061778    | 11/17/2024              | 11/17/2025              | EACH OCCURRENCE                | \$2,000,000 |
|   | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            | DAMAGE TO RENTED PREMISES (Ea occurrence)     | \$100,000   |               |                         |                         |                                |             |
|   |   | MED EXP (Any one person)                      | \$5,000     |               |                         |                         |                                |             |
|   |   | PERSONAL & ADV INJURY                         | \$2,000,000 |               |                         |                         |                                |             |
|   |   | GENERAL AGGREGATE                             | \$4,000,000 |               |                         |                         |                                |             |
|   |   | PRODUCTS - COMP/OP AGG                        | \$4,000,000 |               |                         |                         |                                |             |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:  |   |             |               |                         |                         |                                |             |
|   | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |   |             |               |                         |                         |                                |             |
|   | OTHER:  |   |             |               |                         |                         |                                |             |
|   |   | AUTOMOBILE LIABILITY                          |             |               |                         |                         |                                |             |
| <input type="checkbox"/> ANY AUTO         |   |   |             |               |                         |                         | BODILY INJURY (Per person)     |             |
| <input type="checkbox"/> OWNED AUTOS ONLY |   | <input type="checkbox"/> SCHEDULED AUTOS      |             |               |                         |                         | BODILY INJURY (Per accident)   |             |
| <input type="checkbox"/> HIRED AUTOS ONLY |   | <input type="checkbox"/> NON-OWNED AUTOS ONLY |             |               |                         |                         | PROPERTY DAMAGE (Per accident) |             |
|   |   |   |             |               |                         |                         |                                |             |
|   |   |   |             |               |                         |                         |                                |             |
|   | UMBRELLA LIAB   | <input type="checkbox"/> OCCUR                |             |               |                         |                         | EACH OCCURRENCE                |             |
|   | EXCESS LIAB   | <input type="checkbox"/> CLAIMS-MADE          |             |               |                         |                         | AGGREGATE                      |             |
|   | DED   | RETENTION \$                                  |             |               |                         |                         |                                |             |
|   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | Y/N <input type="checkbox"/>                  | N/A         |               |                         |                         | PER STATUTE                    | OTH-ER      |
|   | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               |   |             |               |                         |                         | E.L. EACH ACCIDENT             |             |
|   | If yes, describe under DESCRIPTION OF OPERATIONS below  |   |             |               |                         |                         | E.L. DISEASE - EA EMPLOYEE     |             |
|   |   |   |             |               |                         |                         | E.L. DISEASE - POLICY LIMIT    |             |
|   | PROFESSIONAL LIABILITY  |   |             |               |                         |                         | OCCURRENCE                     | AGGREGATE   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Financial Planner Offices - No stock brokerages /

## CERTIFICATE HOLDER

## CANCELLATION

CITY ADMINISTRATOR, CITY OF SAINT HELENS  
265 STRAND STREET  
SAINT HELENS OR 97051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DONOENT-01

## CERTIFICATE OF LIABILITY INSURANCE

DATE (Item #3.

9/16/2025

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|  |   |                                      |
|--|---|--------------------------------------|
| <b>PRODUCER</b><br>AssuredPartners of Oregon, LLC<br>3125 Chad Drive, Suite120<br>Eugene, OR 97408     | <b>CONTACT NAME:</b> Tami Walsh                             |                                      |
|  | <b>PHONE (A/C, No, Ext):</b> (541) 687-4799                 | <b>FAX (A/C, No):</b> (541) 687-4718 |
|  | <b>E-MAIL ADDRESS:</b> info.APOregon@assuredpartners.com    |                                      |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>                        | <b>NAIC #</b>                        |
|  | <b>INSURER A :</b> Philadelphia Indemnity Insurance Company | <b>18058</b>                         |
| <b>INSURED</b><br><br>Donovan Enterprises, Inc.<br>9600 SW Oak Street<br>Suite 335<br>Tigard, OR 97223 | <b>INSURER B :</b>  |                                      |
|  | <b>INSURER C :</b>  |                                      |
|  | <b>INSURER D :</b>  |                                      |
|  | <b>INSURER E :</b>  |                                      |
|  | <b>INSURER F :</b>  |                                      |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

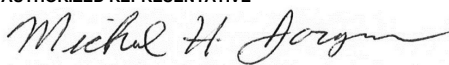
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b>   |           |          |               |                         |                         |  |
|          | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR   |           |          |               |                         |                         | EACH OCCURRENCE \$   |
|          |   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$                         |
|          |   |           |          |               |                         |                         | MED EXP (Any one person) \$  |
|          |   |           |          |               |                         |                         | PERSONAL & ADV INJURY \$   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |           |          |               |                         |                         | GENERAL AGGREGATE \$   |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$  |
|          | OTHER:  |           |          |               |                         |                         | \$   |
|          | <b>AUTOMOBILE LIABILITY</b>   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                               |
|          | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS   |           |          |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          |   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |   |           |          |               |                         |                         | \$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR   |           |          |               |                         |                         | EACH OCCURRENCE \$   |
|          | <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE   |           |          |               |                         |                         | AGGREGATE \$   |
|          | DED <input type="checkbox"/> RETENTION \$   |           |          |               |                         |                         | \$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |           |          |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A |           |          |               |                         |                         | E.L. EACH ACCIDENT \$  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$  |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                       |
| A        | Professional Liabili  |           |          | PHSD1828624   | 12/1/2024               | 12/1/2025               | Per Claim 2,000,000  |
| A        | Professional Liabili  |           |          | PHSD1828624   | 12/1/2024               | 12/1/2025               | Aggregate 2,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of St. Helens its officers, agents, and employees are included as Additional Insured.

## CERTIFICATE HOLDER

## CANCELLATION

|   |  |
|---|--|
| City of St. Helens<br>City Administrator<br>265 Strand Street<br>Saint Helens, OR 97051 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>  |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2

Item #3.

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**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                   |
|--|---|-------------------|
| <b>PRODUCER</b><br><br>KAZEM ABUNNADI<br>9780 SW SHADY LN STE 220<br>TIGARD OR 97223   | <b>CONTACT</b><br>NAME: KAZEM ABUNNADI  |                   |
|  | PHONE<br>(A/C, No, Ext): (503) 520-0794 | FAX<br>(A/C, No): |
|  | E-MAIL<br>ADDRESS: kabunnad@amfam.com   |                   |
|  | INSURER(S) AFFORDING COVERAGE           |                   |
| <b>INSURED</b><br>DONOVAN ENTERPRISES INC<br>9600 SW OAK ST STE 335<br>Tigard OR 97223 | INSURER A : Midvale Indemnity Company   | NAIC #<br>27138   |
|  | INSURER B :                             |                   |
|  | INSURER C :                             |                   |
|  | INSURER D :                             |                   |
|  | INSURER E :                             |                   |
|  | INSURER F :                             |                   |

## COVERAGES

CERTIFICATE NUMBER: 64073355256664

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR  | TYPE OF INSURANCE   | ADDL INSR                                 | SUBR WVD    | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                         |             |
|---|---|---|-------------|---------------|-------------------------|-------------------------|--------------------------------|-------------|
| A   | COMMERCIAL GENERAL LIABILITY  | Y   | N           | BPP1061778    | 11/17/2025              | 11/17/2026              | EACH OCCURRENCE                | \$2,000,000 |
|   | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000   |               |                         |                         |                                |             |
|   |   | MED EXP (Any one person)                  | \$5,000     |               |                         |                         |                                |             |
|   |   | PERSONAL & ADV INJURY                     | \$2,000,000 |               |                         |                         |                                |             |
|   |   | GENERAL AGGREGATE                         | \$4,000,000 |               |                         |                         |                                |             |
|   |   | PRODUCTS - COMP/OP AGG                    | \$4,000,000 |               |                         |                         |                                |             |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:  |   |             |               |                         |                         |                                |             |
|   | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |   |             |               |                         |                         |                                |             |
|   | OTHER:  |   |             |               |                         |                         |                                |             |
|   |   | AUTOMOBILE LIABILITY                      |             |               |                         |                         |                                |             |
| <input type="checkbox"/> ANY AUTO                                       |   |   |             |               |                         |                         | BODILY INJURY (Per person)     |             |
| <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED       |   |   |             |               |                         |                         | BODILY INJURY (Per accident)   |             |
| <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS      |   |   |             |               |                         |                         | PROPERTY DAMAGE (Per accident) |             |
| <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED       |   |   |             |               |                         |                         |                                |             |
| <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY |   |   |             |               |                         |                         |                                |             |
|   | UMBRELLA LIAB   |   |             |               |                         |                         | EACH OCCURRENCE                |             |
|   | <input type="checkbox"/> OCCUR  |   |             |               |                         |                         | AGGREGATE                      |             |
|   | EXCESS LIAB   | <input type="checkbox"/> CLAIMS-MADE      |             |               |                         |                         |                                |             |
|   | DED   |   |             |               |                         |                         |                                |             |
|   | RETENTION \$  |   |             |               |                         |                         |                                |             |
|   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |   |             |               |                         |                         | PER STATUTE                    | OTH-ER      |
|   | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                               | <input type="checkbox"/>                  | N/A         |               |                         |                         | E.L. EACH ACCIDENT             |             |
|   | If yes, describe under DESCRIPTION OF OPERATIONS below  |   |             |               |                         |                         | E.L. DISEASE - EA EMPLOYEE     |             |
|   | PROFESSIONAL LIABILITY  |   |             |               |                         |                         | E.L. DISEASE - POLICY LIMIT    |             |
|   |   |   |             |               |                         |                         | OCCURRENCE                     |             |
|   |   |   |             |               |                         |                         | AGGREGATE                      |             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Financial Planner Offices - No stock brokerages /

## CERTIFICATE HOLDER

## CANCELLATION

CITY ADMINISTRATOR, CITY OF SAINT HELENS  
265 STRAND STREET  
SAINT HELENS OR 97051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ATTACHMENT C Terms of Compensation

| Task and Subtask Description  |   | \$175         |                  |
|---|---|---------------|------------------|
|   |   | Steve Donovan | Dollars          |
| <b><i>Water, Wastewater, &amp; Stormwater Financial Plan and Rate Study Tasks:</i></b>      |   |               |                  |
| <i>Task 1 - Data collection and validation</i>  |   |               |                  |
| a   | Collect and validate financial data   | 6             | \$ 1,050         |
| b   | Collect and validate forecast assumptions   | 6             | 1,050            |
| c   | Create and vet cost of service database   | 6             | 1,050            |
| d   | Compare and contrast City data  | 2             | 350              |
| e   | Develop preliminary gap analysis  | 4             | 700              |
| <i>Task 2 - Preliminary model and revenue requirements development</i>                      |   |               |                  |
| a   | Review historical costs and revenues; perform revenue sufficiency tests             | 8             | 1,400            |
| b   | Project revenue under existing rates and determine revenue shortfalls               | 4             | 700              |
| c   | Forecast O&M and capital costs for the water, wastewater, and stormwater utilities  | 8             | 1,400            |
| d   | Evaluate capital funding alternatives, and fiscal policies                          | 8             | 1,400            |
| e   | Develop rate increase strategy  | 8             | 1,400            |
| f   | Evaluate rate implementation strategies for effect on utility financial performance | 16            | 2,800            |
| g   | Review revenue requirements findings with Staff and the Council                     | 8             | 1,400            |
| <i>Task 3 - Detailed financial analysis</i>   |   |               |                  |
| a   | Develop functional allocation of costs  | 8             | 1,400            |
| b   | Develop customer statistics   | 8             | 1,400            |
| c   | Distribute costs to customer classes  | 8             | 1,400            |
| <i>Task 4 - Rate analysis</i>   |   |               |                  |
| a   | Review rate objectives and alternatives   | 6             | 1,050            |
| b   | Develop rate model and incorporate customer statistics                              | 8             | 1,400            |
| c   | Develop and evaluate each rate alternative  | 4             | 700              |
| <i>Task 5 - Draft report, staff comments, final report, &amp; City Council presentation</i> |   |               |                  |
| a   | Present draft rates proposal  | 8             | 1,400            |
| b   | Prepare draft report  | 12            | 2,100            |
| c   | Prepare final report  | 8             | 1,400            |
| d   | Present rates resolutions to City Council   | 8             | 1,400            |
| Total labor hours .....   |   | 162           |                  |
| Total labor cost .....  |   | \$ 28,350     | \$ 28,350        |
| Graphics, mileage, printing and binding .....   |   |               | 1,000            |
| Total not to exceed budget .....  |   |               | <u>\$ 29,350</u> |

# City of St. Helens

## 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 **St. Helens Marina LLC** (“Contractor”).

### RECITALS

**A.** The City is in need of personal services for the monitoring and enforcement of local ordinances of the City's docks and waterway, 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 monitoring and enforcement of local ordinances of the City's docks and waterway, and Contractor accepts such engagement. The principal contact for Contractor shall be Toni Doggett, phone (503) 397-4162.

**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 **September 30, 2027**. 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:**        **St. Helens Marina LLC**  
 Attn: Brad Hendrickson  
 134 N. River Street  
 St. Helens, OR 97051

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** 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.

**16.8** No person may 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:

**16.8.1** Either:

**16.8.1.1** 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

**16.8.1.2** 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

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

**16.8.3** 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.).

**16.9** 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.

**16.10** 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.

**16.11** 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.

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

**16.13** 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.

**16.14** 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.

**16.15** 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.

**16.16** 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.

**16.17** 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.

**16.18** 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.

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

**16.20** 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.

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

**16.22** 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:****ST. HELENS MARINA LLC**

Signature: \_\_\_\_\_

Print: BRAD HENDRICKSONTitle: OWNERDate: 9/23/25**APPROVED AS TO FORM:**By: \_\_\_\_\_  
City Attorney

## **ATTACHMENT A**

### **Scope of Work**

- Oversees and directs monitoring of City docks and waterways and operations.
- Coordinates and maintains safe and orderly boating traffic.
- Enforces applicable ordinances and ensures enforcement of laws, regulations, and policies concerning City docks and waterways; coordinating harbor police force to assist with this enforcement.
- Participates in training related to new or revised ordinances; work with City regarding issues with current ordinances and recommend potential changes.
- Analyzes City docks and waterways and recommends modifications that will improve safety and efficiency of the area.
- Monitors dock kiosk to ensure proper functioning for vessel registration.
- Maintains records including reports of harbor activities and filed incident reports.
- Maintains effective working relationships with Owner/operators, City staff, marina managers and the public.
- Performs other related duties as assigned.

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





STHELEN-07

GLADYS

DATE (Item #4.

6/23/2023

## CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                                      |
|--|---|--------------------------------------|
| PRODUCER<br><b>NFP Property &amp; Casualty Services, Inc.</b><br>61 Plaza Square<br>Saint Helens, OR 97051 | CONTACT NAME: <b>Michelle Morrill</b>                   |                                      |
|  | PHONE (A/C, No, Ext): <b>(503) 397-0714</b>             | FAX (A/C, No): <b>(503) 397-0674</b> |
|  | E-MAIL ADDRESS: <b>michelle.morrill@nfp.com</b>         |                                      |
|  | INSURER(S) AFFORDING COVERAGE                           | NAIC #                               |
|  | INSURER A : <b>National Casualty Company</b>            | <b>11991</b>                         |
| INSURED<br><br><b>St. Helens Marina LLC</b><br><b>134 N. River St.</b><br><b>St. Helens, OR 97051</b>      | INSURER B : <b>SAIF - State Accident Insurance Fund</b> | <b>36196</b>                         |
|  | INSURER C :   |                                      |
|  | INSURER D :   |                                      |
|  | INSURER E :   |                                      |
|  | INSURER F :   |                                      |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                            | X         |          | OMO4810500    | 5/1/2025                | 5/1/2026                | EACH OCCURRENCE \$ <b>1,000,000</b>   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR              |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>                     |
|          |   |           |          |               |                         |                         | MED EXP (Any one person) \$ <b>5,000</b>  |
|          |   |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ <b>1,000,000</b>                                       |
|          |   |           |          |               |                         |                         | GENERAL AGGREGATE \$ <b>2,000,000</b>   |
|          |   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>                                      |
|          |   |           |          |               |                         |                         | HNOA \$ <b>Included</b>   |
|          | <b>AUTOMOBILE LIABILITY</b>   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$  |
|          | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS |           |          |               |                         |                         | BODILY INJURY (Per person) \$   |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY     |           |          |               |                         |                         | BODILY INJURY (Per accident) \$   |
|          |   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$   |
|          |   |           |          |               |                         |                         | \$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR |           |          | XLO0036111    | 5/1/2025                | 5/1/2026                | EACH OCCURRENCE \$ <b>2,000,000</b>   |
|          | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE        |           |          |               |                         |                         | AGGREGATE \$ <b>2,000,000</b>   |
|          | DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>                               |           |          |               |                         |                         | \$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  | Y / N     | N / A    | 629881        | 6/1/2025                | 6/1/2026                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                 |           |          |               |                         |                         | E.L. EACH ACCIDENT \$ <b>500,000</b>  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                      |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>                                    |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of St. Helens, its officers, agents and employees are additional insureds with respects to General Liability per attached endorsement OM-38 (12-15).

## CERTIFICATE HOLDER

## CANCELLATION

City of St. Helens, its officers, agents and employees  
265 Strand Street  
Saint Helens, OR 97051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Michael Can*

# National Casualty Company

ENDORSEMENT  
NO. 0

Item #4.

| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME) | NAMED INSURED          | AGENT NO. |
|---|---|------------------------|-----------|
| OMO4810500                                      | 05-01-2025  | St. Helens Marina, LLC | 12755     |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL MARINE LIABILITY COVERAGE FORM LIQUOR LIABILITY COVERAGE FORM

#### SCHEDULE

##### Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE "OCCURRENCE" TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. SECTION II—WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III—LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

---

AUTHORIZED REPRESENTATIVE

05-01-2025

DATE

**ATTACHMENT C**  
**Terms of Compensation**

**Term:**

|                                  |                        |
|----------------------------------|------------------------|
| <b>October 2025 – May 2026</b>   | <b>\$1,000 monthly</b> |
| <b>June 2026- September 2026</b> | <b>\$2,000 monthly</b> |

**Method of procurement:** Direct appointment per St. Helens public contracting code 2.04.120(3)(e) as a personal services agreement not exceeding \$50,000 per year or \$150,000 over the full term (Initial Term of 1 year plus 2 renewal options of 1 year each).

Personal service contracts include those with an independent contractor predominantly for services that require special training, skill, unique/specialized knowledge and for which the quality of the service depends on the attributes that are unique to the service provider.



## PARKS AND TRAILS COMMISSION

Monday, August 11, 2025 at 4:00 PM

### APPROVED MINUTES

#### MEMBERS PRESENT

Chair Dana Lathrope  
Vice Chair Howard Blumenthal  
Commissioner Paul Barlow  
Commissioner Jerry Belcher  
Commissioner Lucas Green  
Commissioner Scott Jacobson  
Commissioner Jacob Woodruff

#### STAFF PRESENT

Brandon Sundeen, City Councilor  
Buck Tupper, Facilities Maintenance Supervisor  
Dawn Richardson, Admin Billing Specialist  
Jamie Ford, Admin Billing Specialist

#### MEMBERS ABSENT

Commissioner Nick Flory  
Commissioner Lynne Pettit

#### OTHERS

Gilli Williford  
Ashley Stanley  
Sean Williams

#### CALL TO ORDER – 4:00 PM

#### APPROVAL OF MINUTES

##### 1. Approval of the Minutes of July 14, 2025

**Motion** made by Commissioner Woodruff, Seconded by Commissioner Jacobson to approve the minutes of July 14, 2025.

Voting Yea: Chair Lathrope, Vice Chair Blumenthal, Commissioner Barlow, Commissioner Belcher, Commissioner Green, Commissioner Jacobson, Commissioner Woodruff

#### TOPICS FROM THE FLOOR: From attendees not otherwise on the agenda

No topics were brought forward from the floor

#### NEW BUSINESS

##### 2. Round Table Topic: Parks-Related Questions (Lathrope)

Chair Lathrope introduced a discussion topic, asking: "When visiting a park, what activity do you prefer and why does it bring you joy?"

- Chair Lathrope described her enjoyment of observing the natural environment, appreciating the park's water, plants, and attending individuals.
- Commissioner Belcher shared his routine of walking his dog near the botanical gardens, finding peace in the tranquil surroundings. Scott Jacobson mentioned a current focus on completing park assessments, relishing the sense of accomplishment.
- Commissioner Green enjoys searching for unseen plant species in different areas.
- Commissioner Woodruff finds joy in both participating in and observing sports.
- Vice Chair Blumenthal appreciates seasonal changes in the parks and regularly collects cigarette butts to maintain park cleanliness.
- Commissioner Barlow highlighted park events like concerts and family activities with grandchildren as significant experiences.
- Councilor Sundeen typically seeks relaxation away from crowded playgrounds.
- Tupper mentioned infrequent personal park visits due to professional duties, though he appreciates outdoor areas.

Chair Lathrope acknowledged and celebrated the diverse experiences and gratitude expressed by members for their personal park engagements.

### **3. Scappoose Bay Watershed - Nob Hill Proposed Treatment Plan**

Gilli Williford, Vegetation Manager for the Scappoose Bay Watershed Council, presented concerning invasive plant species in Nob Hill, including American pokeweed and common mullein. Though not legally deemed noxious in Oregon, these invasive plants require attention as pokeweed reproduces rapidly through bird-dispersed seeds. It presents a toxic risk to both animals and humans. Mullein, less widespread than pokeweed, thrives in disturbed areas but can be controlled by shading. Williford noted the impact of such plants on biodiversity, habitat quality, and increasing risks of erosion and fire.

Treatment recommendations included:

- Larger plants: Cutting the plant to the stump, with root removal or targeted herbicide application if necessary.
- Rosettes: Hand-pulling with protective gloves for toxic pokeweed.
- Mullein: Effective management involves cutting below the crown.
- High infestation levels: Herbicide sprays are effective.

Gilli shared that there is an increased risk with this was the site's incline, advocating for hand tools instead of power equipment on the slope.

Vice Chair Blumenthal underscored the urgency, noting increased unmanaged growth following recent disturbances from underground installations. The possibility of contracting removal work was considered, though Tupper suggested possibly using community service workers available on specific weekdays.

The discussion considered managing available resources to replace invasive species with native alternatives. Commissioner Belcher suggested opting for feasible seeding costs from Williford, and Tupper assured that fund allocation was manageable for such concerns.

#### **4. Parks Assessment (Lathrope)**

Chair Lathrope expressed excitement for the advance of the park assessment initiative, noting approval for an online assessment form. She collaborated with Tupper to gather and finalize required information, with plans to provide the designated City staff, Kathy, with the form shortly.

Relevant for City-planned maintenance and development, form data will be securely managed under the City's account to ensure accessibility for planning and official requests. The user-friendly form aims to effectively collect relevant data pertinent to park management.

#### **5. Parks Assignments (Lathrope)**

Chair Lathrope delineated a structured plan for commissioners to oversee specific park areas using a randomized method to ensure fair distribution. Assigned parks are as follows:

- Chair Lathrope: McCormick Park disc golf course, Dalton Lake and McCormick Park walking trails
- Commissioner Belcher: Campbell Park, McCormick Park playground and Columbia View Park
- Commissioner Jacobson: McCormick Park Veterans Memorial area, Walnut Tree and Grey Cliffs
- Commissioner Green: McCormick Park ball fields, McCormick Park creek and picnic area and McCormick Park skate park
- Commissioner Woodruff: Botanical Gardens, 6<sup>th</sup> Street and Knob Hill
- Vice Chari Blumenthal: Japanese Gardens and Godfrey
- Commissioner Barlow: Civic Pride and Caster Road Softball Field
- Commissioner Pettit (absent): McCormick Park dog park and Heinie Heumann

The Commission analyzed logistical aspects, including an accessible link for completing online assessments. Essential for data integrity, the form records assessor identification, visitation specifics, park demographic details, facilities, and safety concerns. If Commission members engage the public, an optional feature allows broader data collection. Assignments maintain a three-month span, ensuring their facilitation once City setup is finished.

#### **6. Nick Flory Resignation (Nick Flory)**

Jamie Ford, the Administrative Billing Specialist, announced Nick Flory's resignation due to job relocation. The Commission intends to begin the process of finding a qualified replacement.

#### **OLD BUSINESS**

#### **7. Bylaws (Jacobson)**

Commissioner Jacobson voiced concerns over the bylaws' comprehensiveness regarding operations, planning, and park development responsibilities, exploring adequacy fulfillment.

Clarification subjects included:

- Ambiguity around "publicly accessible buildings," with Tupper suggesting focus on park-specific structures.
- Exploring advisory capacity over budgetary and development aspects.
- Commission's obligations concerning bicycle and pedestrian pathways.

Commissioner Belcher expressed discontent over changes pursued by the City without prior Commission notice (e.g., Sand Island, Riverfront Park). Chair Lathrope emphasized distinguishing advisory capacities over decision-making entitlements, with noted Commission input capacity under City governance but lacking determinative authority.

Tupper encouraged a broad, independent review of both the Municipal Code and Bylaws for potential document revisions to be proposed formally for City Council consideration in future meetings.

## **8. Milton Creek Reserve - Standing Item**

Chair Lathrope summarized a recent commissioner visit to Milton Creek amid City Council development concerns. Recognizing the prevalence of quarries and wetlands, she valued discussions with Commissioner Green over essential local vegetation.

Establishing photographic trails of key locations for comprehensive presentation aims at substantiating boundary preservation recommendations to City Council.

Commissioner Woodruff and Commissioner Jacobson expressed substantive doubts over development viability on the rough terrain. Additionally, Commissioner Jacobson recommended garnering Native American tribal input for the considerations ahead. The Commission empowered Commissioner Jacobson to open dialogue with the tribes historically associated with the land, like the Klatskania and Ne-Pe-Chuck.

Chair Lathrope and Commissioner Green aim to jointly prepare a presentation utilizing compiled resources to buttress future boundary propositions.

## **STAFF REPORT**

Tupper presented several updates:

- Discussions with Bailey Feakin expressed enthusiasm for situating the wind phone near McCormick Park's Japanese Garden.
- Post tree-fall analysis at Sixth Street Park revealed manageable risks beyond typical root concerns for pin oaks.
- Staffing transitional adjustments are in progress, intently anticipating Roger's retirement.

A review of radio-controlled car usage reported no explicit prohibitions, noting various models' nuances promptly. An epoch review of the City's website is underway to ensure accuracy and update recreational information.



Chair Lathrope highlighted potential partnership processing with Crystal for clear, public guidance on "Friends of" group establishment.

## **COUNCILOR'S REPORT**

Councilor Sundeen, enthused for impending joint sessions, articulated the importance of coordinated discussions, the next scheduled with the Parks and Trails Commission on October 22, 2025, at 4:00 PM.

## **DISCUSSION ITEMS**

Vice Chair Blumenthal mentioned various observations:

- Unauthorized usage of electric trucks raised safety concerns, prompting regulation ideas for motorized vehicles in parks.
- Collaborating with Tupper on information placement and blackberry control initiatives.
- Communicated difficulties Code Enforcement faced with leash rule compliance.

The Commission acknowledged leash rule angling seen as persistently weakly supported, suggesting feedback channels might better reinforce authority. Chair Lathrope advocated potential benefit through public awareness measures.

Commissioner Belcher highlighted outset-of-meeting urban trail coordination discussions, coordinated alongside Tupper, eyeing forward-moving actions.

Closing the session without additional discussion points, the meeting was adjourned.

## **ADJOURNMENT - 5:43 PM**

Respectfully submitted by Jamie Ford, Administrative Billing Specialist



St. Helens, OR

# Expense Approval Register

Item #6.

Packet: APPKT01371 - AP 9.19.25

| Vendor Name                     | Payable Number     | Post Date  | Description (Item)              | Account Number | Amount   |
|---------------------------------|--------------------|------------|---------------------------------|----------------|----------|
| <b>Fund: 100 - GENERAL FUND</b> |                    |            |                                 |                |          |
| ORKIN                           | 277880324          | 09/17/2025 | PEST CONTROL POLICE             | 100-705-52023  | 207.00   |
| ORKIN                           | 279314267          | 09/17/2025 | PEST CONTROL POLICE             | 100-705-52023  | 207.00   |
| ORKIN                           | 280778722          | 09/17/2025 | PEST CONTROL POLICE             | 100-705-52023  | 207.00   |
| SHRED-IT C/O STERICYCLE INC     | 8011867608         | 09/17/2025 | SHRED SERVICE POLICE            | 100-705-52001  | 147.13   |
| SHRED-IT C/O STERICYCLE INC     | 8011867608         | 09/17/2025 | CITY HALL SHRED SERVICE         | 100-715-52001  | 121.92   |
| NW NATURAL GAS                  | 08.13.25 4157643-0 | 09/18/2025 | 4157643-0                       | 100-709-52003  | 27.46    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-366-3029                    | 100-712-52010  | 33.00    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-397-3363                    | 100-712-52010  | 33.00    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-397-4016                    | 100-712-52010  | 59.69    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-397-3195                    | 100-712-52010  | 33.00    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-397-1426                    | 100-712-52010  | 36.65    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-366-1103                    | 100-712-52010  | 33.00    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-366-1257                    | 100-712-52010  | 36.65    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-366-2856                    | 100-712-52010  | 79.29    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-366-3448                    | 100-712-52010  | 55.70    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-366-8200                    | 100-712-52010  | 74.50    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-397-0422                    | 100-712-52010  | 36.65    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-366-1101                    | 100-712-52010  | 36.65    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-397-0619                    | 100-712-52010  | 33.00    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | 503-366-7932                    | 100-712-52010  | 33.00    |
| CENTURY LINK                    | 09.03.25 333737305 | 09/18/2025 | TAXES FEES AND SURCHARG...      | 100-712-52010  | 372.95   |
| CENTURY LINK                    | 09.06.25 333899231 | 09/18/2025 | 632B                            | 100-712-52010  | 43.04    |
| NW NATURAL GAS                  | 09.11.25           | 09/18/2025 | 256563-8                        | 100-705-52003  | 51.93    |
| NW NATURAL GAS                  | 09.11.25           | 09/18/2025 | 258767-3                        | 100-706-52003  | 29.59    |
| NW NATURAL GAS                  | 09.11.25           | 09/18/2025 | 256304-7                        | 100-708-52003  | 28.84    |
| NW NATURAL GAS                  | 09.11.25           | 09/18/2025 | 259856-3                        | 100-708-52003  | 32.70    |
| NW NATURAL GAS                  | 09.11.25           | 09/18/2025 | 4157643-0                       | 100-709-52003  | 27.46    |
| NW NATURAL GAS                  | 09.11.25           | 09/18/2025 | 3707010-9                       | 100-709-52003  | 27.58    |
| NW NATURAL GAS                  | 09.11.25           | 09/18/2025 | 1323284-8                       | 100-715-52003  | 23.34    |
| NW NATURAL GAS                  | 09.11.25           | 09/18/2025 | 1359528-5                       | 100-715-52003  | 23.34    |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 150 S 13TH ST- POLICE           | 100-705-52003  | 118.06   |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 150 S 13 ST POLICE STATION ...  | 100-705-52003  | 517.69   |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 375 S 18TH ST COLUMBIA CE...    | 100-706-52003  | 1,007.66 |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 475 S 18TH ST- MCCORMICK ...    | 100-708-52003  | 44.52    |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 475 S 18TH ST                   | 100-708-52003  | 25.96    |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 475 S 18TH ST                   | 100-708-52003  | 98.79    |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 50 PLAZA SQ- PLAZA OUTLETS      | 100-708-52003  | 50.83    |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 475 S 18 ST METER 10220167      | 100-708-52003  | 67.33    |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 200 N RIVER ST - GREY CLIFFS... | 100-708-52003  | 43.94    |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 200 N 7TH ST - PARK             | 100-708-52003  | 39.22    |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 299 N 6TH ST - PARKS            | 100-708-52003  | 41.58    |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 162 MCMICHAEL ST - CAMPB...     | 100-708-52003  | 681.51   |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 475 S 18TH ST - MCCORMICK...    | 100-708-52003  | 903.74   |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 265 STRAND ST. - DOCKS          | 100-708-52046  | 393.16   |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 264 STRAND ST- PARKS/ GAZ...    | 100-708-52046  | 63.11    |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 2625 GABLE RD REC CENTER        | 100-709-52003  | 324.58   |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 265 STRAND ST- CITY HALL ...    | 100-715-52003  | 434.31   |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 275 STRAND ST- CITY HALL U...   | 100-715-52003  | 128.23   |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 277 STRAND ST- CITY HALL U...   | 100-715-52003  | 88.44    |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 277 STRAND ST -                 | 100-715-52003  | 42.25    |
| COLUMBIA RIVER PUD              | 09.12.25 7493      | 09/18/2025 | 265 STRAND ST- CITY HALL ...    | 100-715-52003  | 157.43   |
| SCAPPOOSE CHIROPRACTIC ...      | 10664              | 09/18/2025 | CDL PHYSICAL                    | 100-708-52019  | 125.00   |
| LINGUAVA INTERPRETERS INC       | 107718             | 09/18/2025 | COURT INTERPRETERS              | 100-704-52019  | 16.11    |

## Expense Approval Register

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Item #6.

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| Vendor Name                           | Payable Number | Post Date  | Description (Item)           | Account Number | Amount           |
|---------------------------------------|----------------|------------|------------------------------|----------------|------------------|
| LINGUAVA INTERPRETERS INC             | 110202         | 09/18/2025 | COURT INTERPRETERS           | 100-704-52019  | 62.65            |
| LINGUAVA INTERPRETERS INC             | 111303         | 09/18/2025 | COURT INTERPRETERS           | 100-704-52019  | 171.84           |
| LINGUAVA INTERPRETERS INC             | 115815         | 09/18/2025 | COURT INTERPRETERS           | 100-704-52019  | 12.53            |
| LINGUAVA INTERPRETERS INC             | 121364         | 09/18/2025 | COURT INTERPRETERS           | 100-704-52019  | 132.46           |
| MORE POWER TECHNOLOGY...              | 17654          | 09/18/2025 | RMS MORE AWARE ESSENTI...    | 100-705-52115  | 3,375.88         |
| COLUMBIA COUNTY CLERK                 | 223219         | 09/18/2025 | COPIES JUNE 2024-JUNE 2025   | 100-715-52019  | 5.75             |
| JORDAN RAMIS PC ATTORNE...            | 238659         | 09/18/2025 | GENERAL                      | 100-705-52019  | 408.50           |
| JORDAN RAMIS PC ATTORNE...            | 238659         | 09/18/2025 | GENERAL                      | 100-715-52019  | 8,809.50         |
| JORDAN RAMIS PC ATTORNE...            | 238660         | 09/18/2025 | EMPLOYMENT MATTERS           | 100-705-52019  | 3,185.00         |
| JORDAN RAMIS PC ATTORNE...            | 238662         | 09/18/2025 | FINANCE/FRANCHISE            | 100-715-52019  | 1,120.00         |
| JORDAN RAMIS PC ATTORNE...            | 238663         | 09/18/2025 | PUBLIC RECORDS REQUEST       | 100-715-52019  | 945.00           |
| JORDAN RAMIS PC ATTORNE...            | 238665         | 09/18/2025 | TOSCHI LITIGATION            | 100-715-52019  | 8,976.50         |
| JORDAN RAMIS PC ATTORNE...            | 238666         | 09/18/2025 | MYRICK LITIGATION            | 100-715-52019  | 6,339.00         |
| CULLIGAN                              | 265170         | 09/18/2025 | BOTTLED WATER POLICE         | 100-705-52001  | 126.95           |
| ST. HELENS MARINA LLC                 | 6              | 09/18/2025 | 4TH QRT HARBOR MASTER O...   | 100-708-52046  | 3,000.00         |
| SKYHAWKS SPORTS LLC                   | 63390          | 09/18/2025 | MINI-HAWK & SOCCER CAM...    | 100-709-52028  | 1,285.90         |
| COLUMBIA COUNTY COMM. ...             | 7/25-8/25CSH   | 09/18/2025 | WORK CREW                    | 100-708-52019  | 1,500.00         |
| TROTTER & MORTON FACILI...            | 83709          | 09/18/2025 | C10000 MAINTENANCE AGR...    | 100-715-52023  | 526.50           |
| TROTTER & MORTON FACILI...            | 83714          | 09/18/2025 | C10630 MAINTENANCE AGR...    | 100-715-52023  | 1,930.75         |
| TROTTER & MORTON FACILI...            | 83742          | 09/18/2025 | C11184 HVAC COMMUNITY ...    | 100-709-52023  | 650.50           |
| TROTTER & MORTON FACILI...            | 83743          | 09/18/2025 | C11185 HVAC CONTRACT REC...  | 100-705-52023  | 549.25           |
| PEAK ELECTRIC GROUP LLC               | 110382         | 09/18/2025 | ELECTRICAL WORK ST HELENS... | 100-706-52023  | 919.60           |
| MORE POWER TECHNOLOGY...              | 17670          | 09/19/2025 | PREMIUM AGREEMENT MO...      | 100-712-52019  | 9,416.06         |
| MORE POWER TECHNOLOGY...              | 17671          | 09/19/2025 | 24TB BCDR APPLIANCE WITH...  | 100-712-52019  | 977.00           |
| <b>Fund 100 - GENERAL FUND Total:</b> |                |            |                              |                | <b>62,032.63</b> |

**Fund: 201 - VISITOR TOURISM**

|  |        |            |             |               |               |
|--|--------|------------|-------------|---------------|---------------|
| JORDAN RAMIS PC ATTORNE...               | 238664 | 09/18/2025 | E2C DISPUTE | 201-000-52019 | 560.00        |
| <b>Fund 201 - VISITOR TOURISM Total:</b> |        |            |             |               | <b>560.00</b> |

**Fund: 202 - COMMUNITY DEVELOPMENT**

|  |                   |            |                               |               |                  |
|--|-------------------|------------|-------------------------------|---------------|------------------|
| KITTELSON & ASSOCIATES INC                     | 735277            | 09/17/2025 | PROJECT 235440 1ST & ST ST... | 202-723-53102 | 1,708.02         |
| MOORE EXCAVATION INC                           | R-685 PAYMENT #17 | 09/17/2025 | S 1ST AND ST HELENS INTERS... | 202-723-53102 | 4,652.29         |
| JORDAN RAMIS PC ATTORNE...                     | 238659            | 09/18/2025 | GENERAL                       | 202-722-52019 | 1,540.00         |
| JORDAN RAMIS PC ATTORNE...                     | 238778            | 09/18/2025 | GENERAL ENVIRONMENTAL         | 202-722-52019 | 2,088.00         |
| JORDAN RAMIS PC ATTORNE...                     | 238780            | 09/18/2025 | 25-ACRE WATERFRONT PRO...     | 202-721-52019 | 1,740.00         |
| JORDAN RAMIS PC ATTORNE...                     | 238914            | 09/18/2025 | PROJECT ARCADIA SALE          | 202-722-52019 | 40,129.50        |
| <b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b> |                   |            |                               |               | <b>51,857.81</b> |

**Fund: 205 - STREETS**

|                                  |               |            |                              |               |                 |
|----------------------------------|---------------|------------|------------------------------|---------------|-----------------|
| COLUMBIA RIVER PUD               | 09.12.25 7493 | 09/18/2025 | ABT 398 S 1ST                | 205-000-52003 | 38.89           |
| COLUMBIA RIVER PUD               | 09.12.25 7493 | 09/18/2025 | ABT 298 STRAND ST            | 205-000-52003 | 58.91           |
| COLUMBIA RIVER PUD               | 09.12.25 7493 | 09/18/2025 | 35320 SYKES RD               | 205-000-52003 | 47.30           |
| COLUMBIA RIVER PUD               | 09.12.25 7493 | 09/18/2025 | 58651 COL HWY GATEWAY A...   | 205-000-52003 | 39.42           |
| COLUMBIA RIVER PUD               | 09.12.25 7493 | 09/18/2025 | 40 ST HELENS ST              | 205-000-52003 | 45.11           |
| COLUMBIA RIVER PUD               | 09.12.25 7493 | 09/18/2025 | 1370 COLUMBIA BLVD.- FOU...  | 205-000-52003 | 51.84           |
| COLUMBIA RIVER PUD               | 09.12.25 7493 | 09/18/2025 | 715 S COLUMBIA RIVER HWY ..  | 205-000-52003 | 49.75           |
| COLUMBIA RIVER PUD               | 09.12.25 7493 | 09/18/2025 | 191 N MILTON WAY- LANDS...   | 205-000-52003 | 39.22           |
| COLUMBIA RIVER PUD               | 09.12.25 7493 | 09/18/2025 | 265 STRAND ST                | 205-000-52003 | 3,664.84        |
| COLUMBIA RIVER PUD               | 09.12.25 7493 | 09/18/2025 | 2198 COLUMBIA BLVD - SIG...  | 205-000-52003 | 53.61           |
| COLUMBIA RIVER PUD               | 09.12.25 7493 | 09/18/2025 | 495 S 18TH ST - LIGHT SIGNAL | 205-000-52003 | 61.35           |
| COLUMBIA RIVER PUD               | 09.12.25 7493 | 09/18/2025 | 1800 COLUMBIA BLVD - SIG...  | 205-000-52003 | 125.37          |
| COLUMBIA RIVER PUD               | 09.12.25 7493 | 09/18/2025 | 191 N MILTON WAY - SIGNAL    | 205-000-52003 | 48.31           |
| <b>Fund 205 - STREETS Total:</b> |               |            |                              |               | <b>4,323.92</b> |

**Fund: 601 - WATER**

|                           |               |            |                             |               |          |
|---------------------------|---------------|------------|-----------------------------|---------------|----------|
| MISSION COMMUNICATIONS... | 1089485       | 09/17/2025 | SERVICE CONTRACTS-PUMP ...  | 601-732-52003 | 347.40   |
| AIRGAS INC                | 5519130876    | 09/17/2025 | CYLINDER RETNAL             | 601-731-52001 | 380.70   |
| NW NATURAL GAS            | 09.11.25      | 09/18/2025 | 1583294-2                   | 601-732-52003 | 23.34    |
| COLUMBIA RIVER PUD        | 09.12.25 7493 | 09/18/2025 | 57500 OLD PORTLAND RD - ... | 601-731-52003 | 45.58    |
| COLUMBIA RIVER PUD        | 09.12.25 7493 | 09/18/2025 | 62420 COLUMBIA RIVER HWY..  | 601-731-52003 | 121.39   |
| COLUMBIA RIVER PUD        | 09.12.25 7493 | 09/18/2025 | 2300 STRAND ST - WELL 2     | 601-731-52003 | 1,528.89 |
| COLUMBIA RIVER PUD        | 09.12.25 7493 | 09/18/2025 | END OF KESTREL VIEW DRIVE   | 601-731-52003 | 112.18   |

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| Vendor Name                    | Payable Number | Post Date  | Description (Item)          | Account Number | Amount           |
|--------------------------------|----------------|------------|-----------------------------|----------------|------------------|
| COLUMBIA RIVER PUD             | 09.12.25 7493  | 09/18/2025 | 1680 1 ST -                 | 601-731-52003  | 1,381.80         |
| COLUMBIA RIVER PUD             | 09.12.25 7493  | 09/18/2025 | 35261 PITTSBURG RD- PW W... | 601-731-52003  | 41.17            |
| COLUMBIA RIVER PUD             | 09.12.25 7493  | 09/18/2025 | 1215 FOURTH ST - WFF        | 601-732-52003  | 6,290.22         |
| NORTHSTAR CHEMICAL             | 321935         | 09/18/2025 | SODIUM HYPOCHLORITE 12....  | 601-732-52083  | 10,575.06        |
| ALS GROUP USA CORP             | 4120-99410323  | 09/18/2025 | QUARTERLY SAMPLING          | 601-731-52064  | 625.00           |
| <b>Fund 601 - WATER Total:</b> |                |            |                             |                | <b>21,472.73</b> |

**Fund: 603 - SEWER**

|                                |                    |            |                              |               |                  |
|--------------------------------|--------------------|------------|------------------------------|---------------|------------------|
| COLUMBIA PACIFIC EDD           | 0145               | 09/17/2025 | GRANT ADMIN OCT -DEC 20...   | 603-000-53033 | 2,137.50         |
| MISSION COMMUNICATIONS...      | 1089485            | 09/17/2025 | SERVICE CONTRACTS-PUMP ...   | 603-737-52003 | 623.40           |
| MISSION COMMUNICATIONS...      | 1089485            | 09/17/2025 | SERVICE CONTRACTS-PUMP ...   | 603-738-52003 | 3,474.00         |
| MISSION COMMUNICATIONS...      | 2008560            | 09/17/2025 | MODEM/ADAPTER ASSEMBLY       | 603-738-52001 | 311.41           |
| BRAY SALES INC                 | 22055047511        | 09/17/2025 | PO 5443 ELECTRIC ACTUATO     | 603-736-52001 | 2,234.05         |
| BRAY SALES INC                 | 22055047511        | 09/17/2025 | PO 5443 ELECTRIC ACTUATO     | 603-737-52001 | 2,234.04         |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-6997                 | 603-736-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-366-1102                 | 603-736-52010 | 18.32            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-366-3021                 | 603-736-52010 | 18.32            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-3997                 | 603-736-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-366-3024                 | 603-736-52010 | 18.32            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-366-3027                 | 603-736-52010 | 18.33            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-7757                 | 603-736-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-3351                 | 603-736-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-3232                 | 603-736-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-1272                 | 603-736-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-3644                 | 603-736-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-3357                 | 603-736-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-6997                 | 603-737-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-3351                 | 603-737-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-3997                 | 603-737-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-3644                 | 603-737-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-1272                 | 603-737-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-7757                 | 603-737-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-366-3027                 | 603-737-52010 | 18.32            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-366-3024                 | 603-737-52010 | 18.33            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-366-1102                 | 603-737-52010 | 18.33            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-366-3021                 | 603-737-52010 | 18.33            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-3357                 | 603-737-52010 | 16.50            |
| CENTURY LINK                   | 09.03.25 333737305 | 09/18/2025 | 503-397-3232                 | 603-737-52010 | 16.50            |
| NW NATURAL GAS                 | 09.11.25           | 09/18/2025 | 258575-0                     | 603-736-52003 | 19.17            |
| NW NATURAL GAS                 | 09.11.25           | 09/18/2025 | 258575-0                     | 603-737-52003 | 19.16            |
| COLUMBIA RIVER PUD             | 09.12.25 7493      | 09/18/2025 | 240 CLARK ST PUMP STATION    | 603-735-52003 | 39.31            |
| COLUMBIA RIVER PUD             | 09.12.25 7493      | 09/18/2025 | 451 PLYMOTH ST - WWTP L...   | 603-736-52003 | 1,825.80         |
| COLUMBIA RIVER PUD             | 09.12.25 7493      | 09/18/2025 | 451 PLYMOTH ST - WWTP L...   | 603-737-52003 | 1,825.80         |
| COLUMBIA RIVER PUD             | 09.12.25 7493      | 09/18/2025 | 58360 OLD PORTLAND RD - P... | 603-738-52003 | 206.35           |
| COLUMBIA RIVER PUD             | 09.12.25 7493      | 09/18/2025 | 35120 MAPLE ST. - PS 11      | 603-738-52003 | 98.56            |
| COLUMBIA RIVER PUD             | 09.12.25 7493      | 09/18/2025 | 110 S 4TH ST - PS 3          | 603-738-52003 | 44.27            |
| COLUMBIA RIVER PUD             | 09.12.25 7493      | 09/18/2025 | 134 N 1ST- PS 2 8873519      | 603-738-52003 | 88.27            |
| COLUMBIA RIVER PUD             | 09.12.25 7493      | 09/18/2025 | 58791 58725 COL RIV HWY P... | 603-738-52003 | 54.83            |
| COLUMBIA RIVER PUD             | 09.12.25 7493      | 09/18/2025 | 240 MADRONA CT               | 603-738-52003 | 142.37           |
| COLUMBIA RIVER PUD             | 09.12.25 7493      | 09/18/2025 | 505 S 1ST ST PUMP STATION    | 603-738-52003 | 101.14           |
| COLUMBIA RIVER PUD             | 09.12.25 7493      | 09/18/2025 | 169 S 4TH ST WATER FLOW ...  | 603-738-52003 | 46.29            |
| BUELL CLABRATION & CONT...     | 3778               | 09/18/2025 | PUMP REPAIR                  | 603-736-52019 | 629.00           |
| TROTTER & MORTON FACILI...     | 83719              | 09/18/2025 | C10855 MAINTENANCE AGR...    | 603-736-52023 | 334.25           |
| TROTTER & MORTON FACILI...     | 83719              | 09/18/2025 | C10855 MAINTENANCE AGR...    | 603-737-52023 | 334.25           |
| CORE & MAIN                    | X636124            | 09/18/2025 | MATERIALS                    | 603-735-52001 | 272.26           |
| <b>Fund 603 - SEWER Total:</b> |                    |            |                              |               | <b>17,506.08</b> |

**Fund: 703 - PW OPERATIONS**

|                       |          |            |                              |               |        |
|-----------------------|----------|------------|------------------------------|---------------|--------|
| ALEXANDER BIRD        | 9.16.25  | 09/17/2025 | REIMBURSE PARKING-PNCW...    | 703-733-52018 | 15.85  |
| BUD CLARY FORD HYUNDI | 99000131 | 09/17/2025 | INSPECTION-CHECK ENGINE L... | 703-739-52099 | 274.14 |
| NW NATURAL GAS        | 09.11.25 | 09/18/2025 | 114867-5                     | 703-734-52003 | 23.34  |
| NW NATURAL GAS        | 09.11.25 | 09/18/2025 | 1960772-0                    | 703-734-52003 | 23.34  |

## Expense Approval Register

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| Vendor Name                            | Payable Number | Post Date  | Description (Item)            | Account Number | Amount     |
|--|----------------|------------|-------------------------------|----------------|------------|
| COLUMBIA RIVER PUD                     | 09.12.25 7493  | 09/18/2025 | 650 OREGON ST -LEMONT P...    | 703-734-52003  | 404.78     |
| COLUMBIA RIVER PUD                     | 09.12.25 7493  | 09/18/2025 | 1230 DEER ISLAND RD - PW      | 703-734-52003  | 77.79      |
| COLUMBIA RIVER PUD                     | 09.12.25 7493  | 09/18/2025 | 984 OREGON ST - PW SHOP       | 703-734-52003  | 117.13     |
| COLUMBIA RIVER PUD                     | 09.12.25 7493  | 09/18/2025 | 984 OREGON ST                 | 703-734-52003  | 149.27     |
| JORDAN RAMIS PC ATTORNE...             | 238661         | 09/18/2025 | PUBLIC WORKS ENGINEERING      | 703-733-52019  | 385.00     |
| PAULSON PRINTING CO.                   | 6461           | 09/18/2025 | BUSINESS CARDS                | 703-733-52100  | 55.00      |
| COLUMBIA COUNTY COMM. ...              | 7/25-8/25CSH   | 09/18/2025 | WORK CREW                     | 703-734-52019  | 1,500.00   |
| TROTTER & MORTON FACILI...             | 83741          | 09/18/2025 | C11183 HVAC SERVICE AGRE...   | 703-739-52120  | 1,549.00   |
| Fund 703 - PW OPERATIONS Total:        |                |            |                               |                | 4,574.64   |
| Fund: 706 - PUBLIC SAFETY              |                |            |                               |                |            |
| MACKENZIE                              | 1094845        | 09/17/2025 | ST. HELENS PUBLIC SAFETY B... | 706-000-52019  | 9,321.25   |
| OTAK INC                               | 00092500090    | 09/18/2025 | PUBLIC SAFETY BUILDING        | 706-000-52019  | 21,694.82  |
| Fund 706 - PUBLIC SAFETY Total:        |                |            |                               |                | 31,016.07  |
| Fund: 801 - URBAN RENEWAL AGENCY       |                |            |                               |                |            |
| OTAK INC                               | 000072500295   | 09/19/2025 | 1ST AND STRAND ST P 01982...  | 801-000-53001  | 10,982.54  |
| OTAK INC                               | 000082500223   | 09/19/2025 | 1ST AND STRAND ST P 01982...  | 801-000-53001  | 25,699.98  |
| Fund 801 - URBAN RENEWAL AGENCY Total: |                |            |                               |                | 36,682.52  |
| Grand Total:                           |                |            |                               |                | 230,026.40 |

**Fund Summary**

| <b>Fund</b>                 | <b>Expense Amount</b> |
|-----------------------------|-----------------------|
| 100 - GENERAL FUND          | 62,032.63             |
| 201 - VISITOR TOURISM       | 560.00                |
| 202 - COMMUNITY DEVELOPMENT | 51,857.81             |
| 205 - STREETS               | 4,323.92              |
| 601 - WATER                 | 21,472.73             |
| 603 - SEWER                 | 17,506.08             |
| 703 - PW OPERATIONS         | 4,574.64              |
| 706 - PUBLIC SAFETY         | 31,016.07             |
| 801 - URBAN RENEWAL AGENCY  | 36,682.52             |
| <b>Grand Total:</b>         | <b>230,026.40</b>     |

**Account Summary**

| <b>Account Number</b> | <b>Account Name</b>       | <b>Expense Amount</b> |
|-----------------------|---------------------------|-----------------------|
| 100-704-52019         | Professional Services     | 395.59                |
| 100-705-52001         | Operating Supplies        | 274.08                |
| 100-705-52003         | Utilities                 | 687.68                |
| 100-705-52019         | Professional Services     | 3,593.50              |
| 100-705-52023         | Facility Maintenance      | 1,170.25              |
| 100-705-52115         | REPORT WRITING            | 3,375.88              |
| 100-706-52003         | Utilities                 | 1,037.25              |
| 100-706-52023         | Facility Maintenance      | 919.60                |
| 100-708-52003         | Utilities                 | 2,058.96              |
| 100-708-52019         | Professional Services     | 1,625.00              |
| 100-708-52046         | Dock Services             | 3,456.27              |
| 100-709-52003         | Utilities                 | 407.08                |
| 100-709-52023         | Facility Maintenance      | 650.50                |
| 100-709-52028         | Projects & Programs       | 1,285.90              |
| 100-712-52010         | Telephone                 | 1,029.77              |
| 100-712-52019         | Professional Services     | 10,393.06             |
| 100-715-52001         | Operating Supplies        | 121.92                |
| 100-715-52003         | Utilities                 | 897.34                |
| 100-715-52019         | Professional Services     | 26,195.75             |
| 100-715-52023         | Facility Maintenance      | 2,457.25              |
| 201-000-52019         | Professional Services     | 560.00                |
| 202-721-52019         | Professional Services     | 1,740.00              |
| 202-722-52019         | Professional Services     | 43,757.50             |
| 202-723-53102         | Downtown Infrastructure   | 6,360.31              |
| 205-000-52003         | Utilities                 | 4,323.92              |
| 601-731-52001         | Operating Supplies        | 380.70                |
| 601-731-52003         | Utilities                 | 3,231.01              |
| 601-731-52064         | Lab Testing               | 625.00                |
| 601-732-52003         | Utilities                 | 6,660.96              |
| 601-732-52083         | Chemicals                 | 10,575.06             |
| 603-000-53033         | Sewer Capacity - Design   | 2,137.50              |
| 603-735-52001         | Operating Supplies        | 272.26                |
| 603-735-52003         | Utilities                 | 39.31                 |
| 603-736-52001         | Operating Supplies        | 2,234.05              |
| 603-736-52003         | Utilities                 | 1,844.97              |
| 603-736-52010         | Telephone                 | 205.29                |
| 603-736-52019         | Professional Services     | 629.00                |
| 603-736-52023         | Facility Maintenance      | 334.25                |
| 603-737-52001         | Operating Supplies        | 2,234.04              |
| 603-737-52003         | Utilities                 | 2,468.36              |
| 603-737-52010         | Telephone                 | 205.31                |
| 603-737-52023         | Facility Maintenance      | 334.25                |
| 603-738-52001         | Operating Supplies        | 311.41                |
| 603-738-52003         | Utilities                 | 4,256.08              |
| 703-733-52018         | Professional Developme... | 15.85                 |
| 703-733-52019         | Professional Services     | 385.00                |

Account Summary

| Account Number | Account Name               | Expense Amount |
|----------------|----------------------------|----------------|
| 703-733-52100  | PW Administration          | 55.00          |
| 703-734-52003  | Utilities                  | 795.65         |
| 703-734-52019  | Professional Services      | 1,500.00       |
| 703-739-52099  | Equipment Operations       | 274.14         |
| 703-739-52120  | Facility Maintenance Ot... | 1,549.00       |
| 706-000-52019  | Professional Services      | 31,016.07      |
| 801-000-53001  | Capital Outlay             | 36,682.52      |
| Grand Total:   |                            | 230,026.40     |

Project Account Summary

| Project Account Key | Expense Amount |
|---------------------|----------------|
| **None**            | 230,026.40     |
| Grand Total:        | 230,026.40     |



St. Helens, OR

Item #6.

# Expense Approval Register

Packet: APPKT01372 - WAUNA AP 9.19.25

| Vendor Name                       | Payable Number    | Post Date  | Description (Item)          | Account Number | Amount    |
|-----------------------------------|-------------------|------------|-----------------------------|----------------|-----------|
| Fund: 201 - VISITOR TOURISM       |                   |            |                             |                |           |
| TREADWAY EVENTS & ENTER...        | 1984              | 09/19/2025 | ST HELENS TOURISM EVENT ... | 201-000-52039  | 11,384.92 |
| TREADWAY EVENTS & ENTER...        | 2004              | 09/19/2025 | ST HELENS TOURISM EVENT ... | 201-000-52039  | 15,966.67 |
| TREADWAY EVENTS & ENTER...        | 2007              | 09/19/2025 | ST HELENS TOURISM EVENT ... | 201-000-52039  | 13,580.40 |
| TREADWAY EVENTS & ENTER...        | 2008              | 09/19/2025 | ST HELENS TOURISM EVENT ... | 201-000-52039  | 2,947.50  |
| TREADWAY EVENTS & ENTER...        | 2009              | 09/19/2025 | ST HELENS TOURISM EVENT ... | 201-000-52039  | 4,322.62  |
| NW NATURAL GAS                    | 9.11.25 3946961-4 | 09/19/2025 | NATURAL GAS- MASONIC BU...  | 201-000-52131  | 52.80     |
| NW NATURAL GAS                    | 9.11.25 3946961-4 | 09/19/2025 | NATURAL GAS- MASONIC BU...  | 201-000-52131  | 23.34     |
| Fund 201 - VISITOR TOURISM Total: |                   |            |                             |                | 48,278.25 |
| Grand Total:                      |                   |            |                             |                | 48,278.25 |



Fund Summary

| Fund                  | Expense Amount |
|-----------------------|----------------|
| 201 - VISITOR TOURISM | 48,278.25      |
| Grand Total:          | 48,278.25      |

Account Summary

| Account Number | Account Name                | Expense Amount |
|----------------|-----------------------------|----------------|
| 201-000-52039  | Contracted Events-Profe...  | 48,202.11      |
| 201-000-52131  | Contracted Building Leas... | 76.14          |
| Grand Total:   |                             | 48,278.25      |

Project Account Summary

| Project Account Key | Expense Amount |
|---------------------|----------------|
| **None**            | 48,278.25      |
| Grand Total:        | 48,278.25      |



St. Helens, OR

Item #6.

# Expense Approval Register

Packet: APPKT01375 - 9.23.25 Bail Refunds

| Vendor Name                           | Payable Number | Post Date  | Description (Item)               | Account Number | Amount          |
|---------------------------------------|----------------|------------|----------------------------------|----------------|-----------------|
| <b>Fund: 100 - GENERAL FUND</b>       |                |            |                                  |                |                 |
| Hunter, Jordan Elizabeth              | INV0008154     | 08/29/2025 | Bail Refund - Hunter, Jordan ... | 100-000-20200  | 2,760.00        |
| Fletcher, Tammy                       | INV0008162     | 09/15/2025 | Bail Refund - Fletcher, Tammy    | 100-000-20200  | 700.00          |
| <b>Fund 100 - GENERAL FUND Total:</b> |                |            |                                  |                | <b>3,460.00</b> |
| <b>Grand Total:</b>                   |                |            |                                  |                | <b>3,460.00</b> |

Fund Summary

| Fund               | Expense Amount |
|--------------------|----------------|
| 100 - GENERAL FUND | 3,460.00       |
| Grand Total:       | 3,460.00       |

Account Summary

| Account Number | Account Name | Expense Amount |
|----------------|--------------|----------------|
| 100-000-20200  | Court - Bail | 3,460.00       |
| Grand Total:   |              | 3,460.00       |

Project Account Summary

| Project Account Key | Expense Amount |
|---------------------|----------------|
| **None**            | 3,460.00       |
| Grand Total:        | 3,460.00       |