



COUNCIL WORK SESSION

Wednesday, August 02, 2023 at 2:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Jessica Chilton
Councilor Patrick Birkle
Councilor Mark Gundersen
Councilor Brandon Sundeen

LOCATION & CONTACT:

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

AGENDA

CALL WORK SESSION TO ORDER

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

DISCUSSION TOPICS - *The Council will take a break around 4:00PM*

1. 2:10PM - Municipal Court Semi-Annual Report - *Judge Amy Lindgren and Prosecutor Sam Erskine*
2. 2:25PM - Discuss Contracting with New Defense Attorneys - *Judge Amy Lindgren and City Administrator John Walsh*
3. 2:35PM - Discussion regarding a Court Flat Rate Model - *City Administrator John Walsh*
4. 2:50PM - Library Department Semi-Annual Report - *Library Director Suzanne Bishop*
5. 3:05PM - Review of Library Board 5-Year Strategic Plan - *Library Director Suzanne Bishop*
6. 3:20PM - Finance 4th Quarter 2022/23 Report - *Finance Director Gloria Butsch*
7. 3:35PM - Discussion of Donation Properties at Highway 30 and Pittsburg Road - *City Planner Jacob Graichen*
8. 3:50PM - Report from City Administrator John Walsh

ADJOURN

EXECUTIVE SESSION

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

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

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

FOR YOUR INFORMATION

Upcoming Dates to Remember:

- August 2, 2PM, Council Work Session, Council Chambers/Zoom
- August 2, 7PM, Council Regular Session, Council Chambers/Zoom
- August 8, 6PM, Planning Commission, Council Chambers/Zoom

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

- None scheduled at this time

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/88563089688?pwd=WW12S244ektuN3dYL2VRUDJYVXYxdz09>

Meeting ID: 885 6308 9688

Passcode: 410775

Dial: 253-205-0468

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

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

Sam Erskine

July 26, 2023

Semi-Annual Report for January 26, 2023 – July 26, 2023

City Prosecutor – Samuel Erskine

To: Mayor Scholl and Council Members**Introductory statistics:**

As with previous reports, I will begin this memorandum with a brief snapshot of prosecution statistics that I have kept since beginning in my position as city prosecutor:

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Police reports received/processed	380	411	341	341	207
Total cases referred	242	290	232	250	138
Total cases charged	184	190	195	175*	70*
Jury trials held	8	0	0	2	1

*Includes cases still pending further review/awaiting additional evidence

The ratio of cases charged to those referred for 2023 appears poised to return closer to the historic norm of approximately 70% based on a number of outstanding cases likely to be issued soon. Overall, the numbers for 2023 do not show any substantial deviations from prior years with respect to the metrics tracked in this table.

Item of note (Thirteen Nights enforcement issues):

As part of this written update, I thought it might be helpful to draw the council's attention to one particular item for which I provided some enforcement guidance to the police department earlier in the year. Specifically, I responded to inquiries from police department staff about what enforcement options would be available to the department with respect to alcohol-related and trespassing-related issues arising out of the Thirteen Nights events. Ultimately, my general advice to the department was that enforcement activities related to these two issues were substantially hampered by several factors, including the lack of physical barriers for the event space, some facially confusing regulations associated with the event permit, and questions about the designation of authority for issuing exclusions from the event. For brevity's sake I will not include my full analysis of these issues here, but I would be happy to share that analysis with the council or city staff in the future if there is interest in seeing a more thorough explanation of these issues or in developing some proposals for how to address them.

Closing:

The consistency in the statistics outlined above is, in my view, a reflection of the court's (and police department's) ongoing stability and professionalism. The municipal court continues to function as an effective and impartial venue for the prosecution of misdemeanor, traffic, and code violations that occur within the city. I am grateful for the council's ongoing support of the court's efforts in this regard and continue to appreciate the opportunity to serve in my position as prosecutor.

Please feel free to contact me at any time with any follow-up questions or requests.

Thank you,

Sam Erskine

Sam Erskine

City Prosecutor for the City of St. Helens



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July 26, 2023

ST. HELENS MUNICIPAL COURT REPORT

CASE UPDATE

Court operations continue to go well. Attached are reports showing the number of criminal and traffic cases that the city prosecutor, Sam Erskine, filed in 2022 and the first half of 2023. In 2022, the city prosecutor's office filed 273 criminal cases. From January to June of 2023, the prosecutor's office filed 103 criminal cases. Traffic criminal offenses, including DUII, Driving While Suspended, and Hit and Run, continue to be the highest volume case types submitted to the court.

In 2022, the police department submitted 639 traffic violations to the court. From January to June 2023, the police department submitted 248 traffic violations.

Also attached are revenue reports from 2022 and the first half of 2023 for both criminal and traffic violations. The revenue for the first half of the 2023 calendar year is on track with the same time period of 2022.

DUII TREATMENT UPDATE

In the last court report, I outlined hurdles that the court and the DUII treatment coordinator, Deborah Ruiz, were having with CCMH and Oregon Health Authority. To summarize, the issue is OHA's instructions to treatment providers, such as CCMH, to refrain from providing specific details to the court and ADSS about drug and alcohol treatment defendants were engaging in. For example, the court was not receiving reports about failed UAs, missed classes, etc.

A Washington County Circuit Court Judge conducted a number of hearings and ordered the OHA DUII coordinator to testify in the hearings. The judge ultimately held OHA and the individual OHA DUII coordinator in contempt of court. Thankfully, our court did not have to resort to such drastic measures! The CCMH counselors and I had a number of meaningful conversations about issues around OHA guidance and the court's need to have accurate reports in order to supervise DUII Diversions and DUII probations. The issues have been resolved and we continue to have a great working relationship.

DEFENSE ATTORNEY CONTRACTS

The defense attorneys that handle the court's indigent defense cases have requested an increase in compensation for their work. Notably, the compensation rate has not increased since it was last changed at the beginning of my tenure with the city five years ago. My recommendation is to change the pay structure to a flat rate of \$2,000 per month for two of the defense attorneys. This pay structure would be similar to the structure in Oregon City. The defense attorneys do an excellent job for their clients, and the proposed increase would be well deserved.

Similarly, the fee that the indigent clients repay to the court for the cost of the attorneys has not increased in 5 years. The fees are currently set at \$200 per case for a newly filed case and \$125 for a probation violation case. I recommend increasing these fees to \$250 and \$175, respectively. It is important to note, however, that a court must waive those attorney fees if the court cannot make a finding that the person has the ability to pay.

ANNIVERSARY

It is the fifth anniversary of working for St. Helens for Mr. Erskine and me. It has been a joy to work for the city, and I look forward to the next five years!



Offense By Year Report

Municipal Court

7/20/2023 11:59:30 AM

Violations For Filed Date From 01/01/2023 To 06/30/2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
201201-033.045 CONTEMPT OF COURT				1									1
201201-162.235 Obstructing Governmental or Judicial Administration				1									1
201201-162.315 Resisting Arrest	1		1										2
201201-163.160 Assault IV	1		1										2
201201-163.190 Menacing			1										1
201201-163.190D Menacing - Domestic Violence			1										1
201201-163.195 Reckless Endangering	5	4		1	2								12
201201-164.043 Theft III			2	2									4
201201-164.045 Theft II			1	1	1								3
201201-164.135 Attempted Unauthorized Use of a Vehicle			1										1
201201-164.245 Criminal Trespass II			3			1							4
201201-164.255 Criminal Trespass I	1												1
201201-164.354 Criminal Mischief II	1		1	1									3
201201-166.025 Disorderly Conduct II			1		1	1							3
201201-166.065 Harassment	1	4	1	2	1								9
201201-166.065A Harassment - A Misdemeanor				1									1
201201-471.410N Furnishing Alcohol to a Minor or Intoxicated Person				1									1
201201-811.140 Reckless Driving	3	2	1	6	1								13
201201-811.182 DRIVING WHILE SUSPENDED - MISD	4	2	1	1		1							9
201201-811.700 Failure to Perform Duties of a Driver		1											1
201201-813.010 Driving Under the Influence of Intoxicants	9	4	2	11	4								30

Report Totals:	26	17	18	29	10	3							103
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Offense By Year Report

Municipal Court

7/20/2023 11:58:30 AM

Violations For Filed Date From 01/01/2022 To 12/31/2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
201201-162.145 Escape III						1		1					2
201201-162.315 Resisting Arrest	2	1							2	1			6
201201-163.160 Assault IV		2	1		1								4
201201-163.160A Attempted Assault IV					1								1
201201-163.160D Assault IV - Domestic Violence								1					1
201201-163.190 Menacing	1		2									1	4
201201-163.190D Menacing - Domestic Violence							2	1	1				4
201201-163.195 Reckless Endangering	5	3		2			2	2			2		16
201201-163.208 Attempted Assault on a Public Safety	1												1
201201-163.465 Public Indecency											1		1
201201-163.545 Child Neglect II	1												1
201201-164.043 Theft III	1	2	4	1		1	1		1	3	1		15
201201-164.045 Theft II	2	1	1	2						2			8
201201-164.045A Attempted Theft II	1												1
201201-164.245 Criminal Trespass II	1	2	2		1	2		2					10
201201-164.255 Criminal Trespass I	1		2			2							5
201201-164.345 Criminal Mischief III					1	1				1			3
201201-164.354 Criminal Mischief II	1	1	1	1	1					2			7
201201-164.805 Offensive Littering										1			1
201201-166.025 Disorderly Conduct II		2	2		1	1			1	1		3	11
201201-166.065 Harassment		1		3	2			2	3	2	1		14
201201-166.090 Telephonic Harassment						1							1
201201-166.240 Carrying a Concealed Weapon								1		1			2
201201-167.325 Animal Neglect II									2				2
201201-471.410N Furnishing Alcohol to a Minor or Intoxicated Person												1	1
201201-811.140 Reckless Driving	5	3	1	5	4	1	3	3	3	5	2		35
201201-811.182 DRIVING WHILE SUSPENDED - MISD	1	2	2	1	6	1	1	7	2		3		26
201201-811.540 Fleeing or Attempting to Elude						1							1



Offense By Year Report

Municipal Court

7/20/2023 11:58:30 AM

Violations For Filed Date From 01/01/2022 To 12/31/2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
201201-811.700 Failure to Perform Duties of a Driver	1	2		2	1					6	2		14
201201-813.010 Driving Under the Influence of Intoxicants	4	3	2	12	9	7	5	7	11	8	6	1	75

Report Totals:	28	25	20	29	28	19	14	27	26	33	18	6	273
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Offense By Year Report

Municipal Court

7/20/2023 12:00:57 PM

Violations For Filed Date From 01/01/2023 To 06/30/2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
201201-471.430 Minor in Possession of Alcohol	1												1
201201-6.04.060(Aggressive Dog					1								1
201201-6.04.080 Animal Facility Licensing	1												1
201201-8.12.050(Nuisance Violation - Odor					1								1
201201-8.12.150(Keeping of Junk					1								1
201201-803.300 Fail to Register Vehicle		1	2			1							4
201201-803.455 Fail to Renew Vehicle Registration			1										1
201201-803.550 Illegal/Alt Display of Plates		1											1
201201-803.560 Improper Display of Validating Stickers	1												1
201201-806.010 Driving Uninsured	9	15	15	7	7	24							77
201201-806.012 Fail to Carry Proof of Insurance			3			2							5
201201-807.010 No Operator's License	1	3	1	1		2							8
201201-811.100 Violation of the Basic Rule					1								1
201201-811.111 Violation of Speed Limit	1	1	1	2	1	4							10
201201-811.135 Careless Driving		1			1								2
201201-811.135A Careless Driving - Class A			2	1									3
201201-811.145 Fail to Yield to Emergency Vehicle	1												1
201201-811.175 Driving While Suspended - Violation	7	13	16	3	10	27							76
201201-811.210 Fail to Use Safety Belt			1										1
201201-811.265 Fail to Obey a Traffic Control Device	1		3	1	1	2							8
201201-811.275 Fail to Yield R-O-W at Uncontrolled Intersection						1							1
201201-811.335 Unlawful or Unsignaled Turn			1										1
201201-811.410 Unsafe Passing on Left				1									1
201201-811.505 Fail to Stop When Emerging From					1								1
201201-811.700V Failure to Perform the Duties of a Driver - Reduced to Violation				1									1
201201-813.095 Refusal to Submit to Breath Test		1	1			2							4
201201-813.602(Failure to Install Ignition Interlock Device	2	1											3
201201-814.020 Pedestrian Fail Obey Traffic Control Device						1							1



Offense By Year Report

Municipal Court

7/20/2023 12:00:57 PM

Violations For Filed Date From 01/01/2023 To 06/30/2023

		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
201201OT	Parking Violation - Overtime		1	15		8								24
201201P100	Parking Violation \$100	1												1
201201P25	Parking Violation \$25			1	3									4
201201P50	Parking Violation \$50			1		1								2

Report Totals:	26	38	64	20	34	66								248
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Offense By Year Report

Municipal Court

7/20/2023 12:00:13 PM

Violations For Filed Date From 01/01/2022 To 12/31/2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
201201-10.12.03(Violation Time Limits - RV on Street More Than 5 Days in 30-day Period							1						1
201201-163.577 Failure to Supervise Child			1										1
201201-164.805V Offensive Littering - Reduced to a Violation						1							1
201201-6.04.040(Dog at Large			1							1			2
201201-6.04.060(Aggressive Dog											1		1
201201-609.095 Dog as Public Nuisance		1											1
201201-8.12.150(Keeping of Junk											1	1	2
201201-803.220 Fail to Notify DMV of Name or Address Change				1									1
201201-803.300 Fail to Register Vehicle	3		1	1	3	2	3		1				14
201201-803.455 Fail to Renew Vehicle Registration	1					1					1	1	4
201201-803.505 Fail to Carry Registration Card				1									1
201201-803.540 Fail to Display Plates		1		1	1				1				4
201201-803.550 Illegal/Alt Display of Plates						1			2	1		1	5
201201-803.560 Improper Display of Validating Stickers					2		2						4
201201-805.030 Violation of Registration Limit on Special Interest Vehicle									1				1
201201-806.010 Driving Uninsured	15	14	9	24	24	15	14	2	12	6	14	14	163
201201-806.012 Fail to Carry Proof of Insurance	11	2	3	3	2	2	5		5	1	4	2	40
201201-807.010 No Operator's License	5		1	6	5	4	2	1	2	1		1	28
201201-807.560 Fail to Notify DMV of Address Change	1												1
201201-807.620V False Information to Police - Reduced to a Violation			1										1
201201-811.010 Fail to Yield to Pedestrian in Crosswalk			1										1
201201-811.028 Failure to Stop and Remain Stopped for a Pedestrian						1							1
201201-811.100 Violation of the Basic Rule						1							1
201201-811.111 Violation of Speed Limit	8	4	4	4	5		5		5	2	2	2	41
201201-811.135 Careless Driving							1	2	1				4
201201-811.135A Careless Driving - Class A		1	1		1			1		2			6
201201-811.145 Fail to Yield to Emergency Vehicle					2	1	1						4



Offense By Year Report

Municipal Court

7/20/2023 12:00:13 PM

Violations For Filed Date From 01/01/2022 To 12/31/2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
201201-811.170 Open Container Violation	1				1					1	1	1	5
201201-811.175 Driving While Suspended - Violation	19	20	12	21	21	19	19	6	20	7	21	15	200
201201-811.210 Fail to Use Safety Belt				1			1	1				1	4
201201-811.265 Fail to Obey a Traffic Control Device		1	3	2	3	1		1	3	1			15
201201-811.270 Fail to Obey One Way	1												1
201201-811.280 Fail to Yield Right of Way										1			1
201201-811.335 Unlawful or Unsignaled Turn									1				1
201201-811.350 Dangerous Left Turn							1		1				2
201201-811.355 Improperly Executed Right Turn								1					1
201201-811.365 Illegal U-turn										1			1
201201-811.370 Fail to Drive within Lane					1					2			3
201201-811.375 Unlawful or Unsignaled Change of Lanes	1												1
201201-811.420 Passing In a No Passing Zone					1								1
201201-811.485 Following Too Closely					1								1
201201-811.507 Operating a Motor Vehicle While Using a Mobile Communication Device								1					1
201201-811.507- Driving While Using Mobile Communication Device - 1st offense										1			1
201201-811.615 Unlawfully Parked in Disabled Space					1								1
201201-813.095 Refusal to Submit to Breath Test	2	1	1		1	1	1		4	1	1		13
201201-813.095(I Refusal of Urine Test									1				1
201201-813.602(Failure to Install Ignition Interlock Device		1		2	2	2		1	1	1	1		11
201201-814.020 Pedestrian Fail Obey Traffic Control Device					1				1				2
201201-815.160 Unlawful Use of Metal Objects on Tires					1								1
201201-815.222 Illegal Window Tinting							1						1
201201OT Parking Violation - Overtime												5	5
201201P100 Parking Violation \$100											2	1	3
201201P25 Parking Violation \$25										4			4
201201P250 Parking Violation \$250	8	3	1	1	2			1			1		17
201201P50 Parking Violation \$50											2		2



Offense By Year Report

Municipal Court
7/20/2023 12:00:13 PM

Violations For Filed Date From 01/01/2022 To 12/31/2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
201201RV Violation of Parking Zone - RV/Boat					1								1
202102-475.854 Unlawful Possession of Heroin	1												1
202102-475.894 Unlawful Possession of Methamphetamine	1		1	1									3

Report Totals:	78	49	41	69	82	52	57	18	62	34	52	45	639
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Revenue By Offense Type

St. Helens Municipal Court

7/20/2023 12:28:52 PM

Original Offense Type

Transaction Totals For Transaction Date From 01/01/2023 To 06/30/2023

Item #1.

Transaction Description	Trans Code	Count	Amount	Non cash	Disbursement	Total
NON-TRAFFIC MISD						
Adjustment of remaining balance	Adjustment	3	\$0.00	\$368.04	\$0.00	\$368.04
Applied Bond		19	\$2,691.25	\$0.00	\$0.00	\$2,691.25
Disbursement		11	\$0.00	\$0.00	(\$1,601.64)	(\$1,601.64)
Forfeited Bond		1	\$500.00	\$0.00	\$0.00	\$500.00
Payment Transfer		1	\$125.00	\$0.00	\$0.00	\$125.00
Payments	P	286	\$17,429.19	\$0.00	\$0.00	\$17,429.19
NON-TRAFFIC MISD		321	\$20,745.44	\$368.04	(\$1,601.64)	\$19,511.84
TRAFFIC-MISD						
Adjustment of remaining balance	Adjustment	5	\$0.00	\$602.95	\$0.00	\$602.95
Applied Bond		6	\$1,380.00	\$0.00	\$0.00	\$1,380.00
Disbursement		1	\$0.00	\$0.00	(\$100.00)	(\$100.00)
Forfeited Bond		2	\$3,000.00	\$0.00	\$0.00	\$3,000.00
NSF/Hot Check	NSF	1	(\$150.00)	\$0.00	\$0.00	(\$150.00)
Payments	P	399	\$42,699.31	\$0.00	\$0.00	\$42,699.31
Refund of overage payment - manual check	Manual Refund	1	(\$35.00)	\$0.00	\$0.00	(\$35.00)
TRAFFIC-MISD		415	\$46,894.31	\$602.95	(\$100.00)	\$47,397.26

Report Totals:	736	\$67,639.75	\$970.99	(\$1,701.64)	\$66,909.10
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Revenue By Offense Type

St. Helens Municipal Court

7/20/2023 12:26:41 PM

Original Offense Type

Transaction Totals For Transaction Date From 01/01/2022 To 12/31/2022

Item #1.

Transaction Description	Trans Code	Count	Amount	Non cash	Disbursement	Total
NON-TRAFFIC MISD						
Adjustment of remaining balance	Adjustment	15	\$0.00	\$952.54	\$0.00	\$952.54
Applied Bond		43	\$5,852.50	\$0.00	\$0.00	\$5,852.50
Disbursement		27	\$0.00	\$0.00	(\$3,087.00)	(\$3,087.00)
Forfeited Bond		3	\$2,050.00	\$0.00	\$0.00	\$2,050.00
Payment Transfer		4	\$0.00	\$0.00	\$0.00	\$0.00
Payments	P	732	\$35,802.92	\$0.00	\$0.00	\$35,802.92
Work Crew	WC	12	\$0.00	\$386.00	\$0.00	\$386.00
NON-TRAFFIC MISD		836	\$43,705.42	\$1,338.54	(\$3,087.00)	\$41,956.96
TRAFFIC-MISD						
Adjustment of remaining balance	Adjustment	10	\$0.00	\$892.16	\$0.00	\$892.16
Applied Bond		74	\$14,710.00	\$0.00	\$0.00	\$14,710.00
Disbursement		5	\$0.00	\$0.00	(\$203.50)	(\$203.50)
Forfeited Bond		2	\$2,000.00	\$0.00	\$0.00	\$2,000.00
Payments	P	906	\$88,172.95	\$0.00	\$0.00	\$88,172.95
TRAFFIC-MISD		997	\$104,882.95	\$892.16	(\$203.50)	\$105,571.61

Report Totals:

1833

\$148,588.37

\$2,230.70

(\$3,290.50)

\$147,528.57



Revenue By Offense Type

St. Helens Municipal Court

7/20/2023 12:25:51 PM

Original Offense Type

Transaction Totals For Transaction Date From 01/01/2023 To 06/30/2023

Item #1.

Transaction Description	Trans Code	Count	Amount	Non cash	Disbursement	Total
NON-TRAFFIC VIOL						
Payments	P	12	\$127.32	\$0.00	\$0.00	\$127.32
	NON-TRAFFIC VIOL	12	\$127.32	\$0.00	\$0.00	\$127.32
ORDINANCE						
Adjustment of remaining balance	Adjustment	2	\$0.00	\$1.28	\$0.00	\$1.28
Payments	P	20	\$964.97	\$0.00	\$0.00	\$964.97
	ORDINANCE	22	\$964.97	\$1.28	\$0.00	\$966.25
PARKING						
Payments	P	21	\$655.00	\$0.00	\$0.00	\$655.00
	PARKING	21	\$655.00	\$0.00	\$0.00	\$655.00
TRAFFIC						
Adjustment of remaining balance	Adjustment	47	\$0.00	\$2,170.91	\$0.00	\$2,170.91
Applied Bond		36	\$1,765.00	\$0.00	\$0.00	\$1,765.00
Distribution		4	\$0.00	\$0.00	\$0.00	\$0.00
Adjustment		8	(\$125.00)	\$0.00	\$0.00	(\$125.00)
Payment Transfer		8	(\$125.00)	\$0.00	\$0.00	(\$125.00)
Payments	P	1139	\$41,069.86	\$0.00	\$0.00	\$41,069.86
Work Crew	WC	10	\$0.00	\$601.25	\$0.00	\$601.25
	TRAFFIC	1244	\$42,709.86	\$2,772.16	\$0.00	\$45,482.02

Report Totals:

1299

\$44,457.15

\$2,773.44

\$0.00

\$47,230.59



Revenue By Offense Type

St. Helens Municipal Court

7/20/2023 12:14:38 PM

Original Offense Type

Transaction Totals For Transaction Date From 01/01/2022 To 12/31/2022

Item #1.

Transaction Description	Trans Code	Count	Amount	Non cash	Disbursement	Total
NON-TRAFFIC VIOL						
Adjustment of remaining balance	Adjustment	1	\$0.00	\$39.18	\$0.00	\$39.18
Payments	P	73	\$1,784.66	\$0.00	\$0.00	\$1,784.66
	NON-TRAFFIC VIOL	74	\$1,784.66	\$39.18	\$0.00	\$1,823.84
ORDINANCE						
Adjustment of remaining balance	Adjustment	2	\$0.00	\$67.95	\$0.00	\$67.95
Payments	P	12	\$552.24	\$0.00	\$0.00	\$552.24
	ORDINANCE	14	\$552.24	\$67.95	\$0.00	\$620.19
PARKING						
Adjustment of remaining balance	Adjustment	5	\$0.00	\$49.06	\$0.00	\$49.06
Payments	P	33	\$2,541.94	\$0.00	\$0.00	\$2,541.94
	PARKING	38	\$2,541.94	\$49.06	\$0.00	\$2,591.00
TRAFFIC						
Adjustment of remaining balance	Adjustment	137	\$0.00	\$5,846.76	\$0.00	\$5,846.76
Applied Bond		18	\$1,475.00	\$0.00	\$0.00	\$1,475.00
Payments	P	2591	\$92,710.96	\$0.00	\$0.00	\$92,710.96
TRANSFER TO A/P	XAP	2	(\$50.00)	\$0.00	\$0.00	(\$50.00)
	TRAFFIC	2748	\$94,135.96	\$5,846.76	\$0.00	\$99,982.72

Report Totals:	2874	\$99,014.80	\$6,002.95	\$0.00	\$105,017.75
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Page 17

CITY OF ST HELENS, OREGON***PROFESSIONAL SERVICES AGREEMENT***

This Professional Services Agreement is entered into between **Lucy Heil** (hereinafter, “Attorney”) and the City of St. Helens (“the City”) for the limited purpose of retaining Attorney to provide legal assistance to indigent defendants charged with criminal misdemeanors in The St. Helens Municipal Court.

AGREEMENT:

In consideration of the mutual promises contained below, the parties agree as follows:

1. Independent Contractor

Attorney has been engaged by the City to provide certain limited services to the City which shall be referred to in this Agreement as the “Services.” The parties recognize and agree that Attorney is acting as an independent contractor, and not as an agent or employee of the City. As an independent contractor, Attorney is not eligible for, and shall not participate in, workers’ compensation, retirement, insurance or other benefits afforded to employees of the City. Attorney waives any and all rights that Attorney might have under the City’s welfare, pension, profit-sharing or other benefit plans.

The City shall not withhold or pay any federal, state or local income or payroll tax of any kind on behalf of Attorney. Attorney acknowledges and agrees that they are solely responsible for the payment of any income or other taxes related to the Agreement and indemnifies and holds the City harmless for its failure to withhold or pay such income or payroll taxes.

Nothing in this Agreement shall create any partnership, joint venture, employment relationship or similar relationship between Attorney and the City. Attorney will not represent that they are the City’s employee or agent nor enter into any agreement on the City’s behalf. Neither party can be bound by the other to any contract, arrangement or understanding except with that party’s prior written consent.

In the event that Attorney is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Attorney under the terms of this Agreement, to the full extent of any benefits or other remuneration Attorney receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Attorney or to a third party) as a result of said finding.

2. The Services

Attorney will perform legal defense services for indigent defendants appointed to Attorney by the St. Helens Municipal Judge. Attorney will provide all equipment and supplies reasonably necessary to perform services. Attorney will perform the Services in a professional manner, and Attorney is responsible for any deficiencies in their work product or Services. Subject to the conditions of this Agreement, Attorney will retain control over the manner in which they perform the Services. Attorney will not subcontract any Services and will personally perform all Services.

3. Compensation

Payment for the services rendered by Attorney will be at the rate of **\$2,000** per month, paid out of the City's budget for indigent defense with approval of the City's Finance Department.

4. Term

The term of this Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall commence from **August 1, 2023 to June 30, 2024**. This term may be extended by mutual written agreement of the parties.

5. Termination

Either party may terminate this Agreement without cause by providing the other party with 30 days' prior written notice at the address listed below the party's signature line at the end of this Agreement. Upon receipt of notice from the City, Attorney may, at their option, decline to accept any additional new cases and so notify the City immediately in writing.

6. No Fringe Benefits

As an independent contractor, Attorney is not eligible for, and shall not participate in, workers' compensation, retirement, insurance or other benefits afforded to employees of the City. Attorney waives any and all rights that Attorney might have under the City's welfare, pension, profit-sharing or other benefit plans.

7. Expenses

The City shall not be responsible for any expenses paid or incurred by Attorney unless otherwise agreed in advance in writing.

8. Federal, State and Local Taxes

The City shall not withhold or pay any federal, state or local income or payroll tax of any kind on behalf of Attorney. Attorney acknowledges and agrees that Attorney is solely responsible for the payment of any income or other taxes related to the Agreement and indemnifies and holds the City harmless for its failure to withhold or pay such income or payroll taxes.

9. Compliance With Laws

Attorney will (a) comply with all federal, state and local laws, ordinances, regulations and orders with respect to performance of the Services, (b) file all reports relating to the Services (including, without limitation, tax returns), (c) pay all filing fees and federal, state and local taxes applicable to Attorney's business as the same shall become due, and (d) pay all amounts when due required under local, state and federal law related to Attorney's business, including, but not limited to, workers' compensation coverage, unemployment insurance and any other required employee benefits.

10. Disclaimer

The City disclaims any responsibility for the safety of Attorney's workplace, and Attorney agrees to solely assume the risk of, and indemnify the City for, any injury or damage to persons or property arising out of or related to the Services contemplated under this Agreement.

11. Insurance; Risk of Loss

Attorney will maintain insurance policies (including, without limitation, professional liability insurance and statutory workers' compensation insurance) that are sufficient to protect Attorney's business against all applicable risks. Attorney will be liable for all loss or damage, other than ordinary wear and tear, to the City's property in Attorney's possession or control. In the event of any such loss or damage, Attorney will pay the City the full current replacement cost of such equipment or property within 30 days after its loss or damage.

12. No Conflicting Obligations

Attorney warrants and represents that (a) Attorney will not, in performing the Services, make use of information which is the property of and/or confidential to any employer or other person or entity for whom Attorney has performed services, and (b) Attorney is not currently subject to any restriction which would prevent or limit Attorney from carrying out the Services for the City.

13. Business Opportunities

Attorney agrees not to take advantage of or divert any actual or potential business opportunity of the City of which he became aware during the course of his engagement for the gain, profit or benefit of himself or any other person.

14. Protection of City Property

All records, files, manuals, client lists, forms, materials, supplies, computer programs, and other information or materials furnished to Attorney by the City, used on its behalf, or generated or obtained during the course of providing the Services are the property of the City (collectively "City Property"). Attorney will use City Property for the sole use and benefit of the City and will take all reasonable precautions to safely secure and preserve such property. Attorney, except as necessary for the benefit of the City and to provide the Services, agrees not to make or cause to be made any copies, duplicates or other reproductions, or abstracts or summaries, of any

of the City's Property. Upon termination of this Agreement, and at any other time upon the City's request, Attorney will immediately deliver to the City or its authorized representative, all of the City Property. Attorney shall retain no copies of any of the City Property.

15. **Indemnification**

Attorney will indemnify, defend and hold the City (and the City's agents and contractors) harmless from all claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of Attorney's employees, agents or other contractors) that is based upon (a) Attorney's breach of this Agreement, (b) a claim that Attorney is not an independent contractor or (c) any negligent act or omission of Attorney.

16. **Assignment**

The contractual obligations of Attorney are personal and neither the rights nor obligations under this Agreement may be assigned or transferred by Attorney to any other person without the City's prior written consent.

17. **Waiver**

Failure to insist upon strict compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition, nor shall any waiver or relinquishment of any right or power under this Agreement at any one or more times be deemed a waiver or relinquishment of such right or power at any other time.

18. **Amendment**

No waiver, amendment or modification of this Agreement or any portion thereof, including any future representations that are inconsistent with the terms set forth herein, shall be valid unless made in writing and duly executed by each party hereto.

19. **Applicable Law/Venue/Jurisdiction**

This Agreement shall be governed by, and construed and enforced in accordance with, the substantive and procedural laws of the State of Oregon without regard to rules governing conflicts of law applicable to contracts made and to be carried out in Oregon.

20. **Compliance with ORS 670.600**

Attorney warrants that he understands and agrees that:

- (1) The City will not control the means or manner of how Attorney will provide the labor or services, other than specifying the desired results;

- (2) Attorney is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for Attorney to conduct the business;
- (3) If licensure is required under ORS chapter 671 or 701, Attorney will ensure that they are licensed;
- (4) Attorney is customarily engaged in an independently established business (that is, Attorney meets 3 out of the 5 requirements below):
 - (a) Maintains a business location that is separate from the business or work location of the City, or that is in a portion of the Attorney's residence that is used primarily for business.
 - (b) Bears the risk of loss related to the business or the provision of services as shown by factors such as:
 - (A) The person enters into fixed-price contracts;
 - (B) The person is required to correct defective work;
 - (C) The person warrants the services provided; or
 - (D) The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
 - (c) Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Makes a significant investment in Attorney's business through means such as purchasing tools or equipment necessary to provide the services; paying for the premises or facilities where the services are provided; or paying for licenses, certificates or specialized training required to provide the services.
 - (e) Has the authority to hire and fire other persons to provide or to assist in providing the services and has the authority to fire those persons.

21. Severability

If any clause or provision in this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that clause or provision shall be void and the remainder of this Agreement shall remain in full force and effect.

22. **Entire Agreement**

This Agreement contains the entire agreement of the parties. This Agreement shall terminate and supersede any prior written or oral agreements or understandings between the parties regarding the subject matter of this Agreement.

23. **Acknowledgment**

Attorney acknowledges that Attorney has read this Agreement, has had an opportunity to consult with an attorney regarding its terms, fully understands the meaning and significance of such terms, and accepts and signs this Agreement as his own free act and in full and complete understanding of its present and future legal effect.

By signing below, each of the parties enters into this Agreement as of the date below.

CITY OF ST. HELENS

ATTORNEY

By: _____

By: _____

Printed Name: John Walsh
Title: City Administrator

Printed Name: Lucy Heil
Federal Taxpayer ID #:

Date: _____

Date: _____

Address: 265 Strand Street
St. Helens, OR 97051

Address:

By: _____,
Kathy Payne, City Recorder

Date: _____

CITY OF ST HELENS, OREGON

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into between **Steve Sharfstein** (hereinafter, “Attorney”) and the City of St. Helens (“the City”) for the limited purpose of retaining Attorney to provide legal assistance to indigent defendants charged with criminal misdemeanors in The St. Helens Municipal Court.

AGREEMENT:

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 - (A) The person enters into fixed-price contracts;
 - (B) The person is required to correct defective work;
 - (C) The person warrants the services provided; or
 - (D) The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
 - (c) Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Makes a significant investment in Attorney's business through means such as purchasing tools or equipment necessary to provide the services; paying for the premises or facilities where the services are provided; or paying for licenses, certificates or specialized training required to provide the services.
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23. **Acknowledgment**

Attorney acknowledges that Attorney has read this Agreement, has had an opportunity to consult with an attorney regarding its terms, fully understands the meaning and significance of such terms, and accepts and signs this Agreement as his own free act and in full and complete understanding of its present and future legal effect.

By signing below, each of the parties enters into this Agreement as of the date below.

CITY OF ST. HELENS

ATTORNEY

By: _____

By: _____

Printed Name: John Walsh
Title: City Administrator

Printed Name: Steve Sharfstein
Federal Taxpayer ID #:

Date: _____

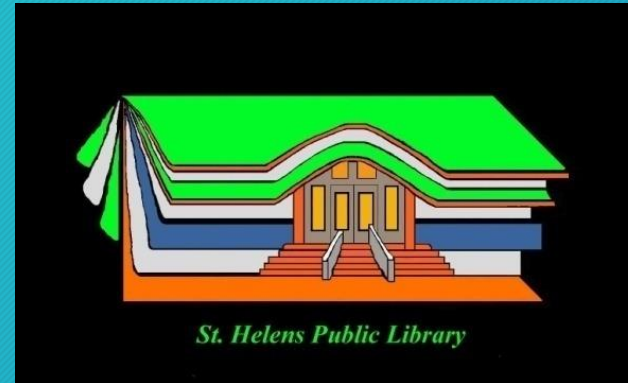
Date: _____

Address: 265 Strand Street
St. Helens, OR 97051

Address:

By: _____,
Kathy Payne, City Recorder

Date: _____



St. Helens Public Library

Semiannual Report to City Council
August 2, 2023

Serving our Community

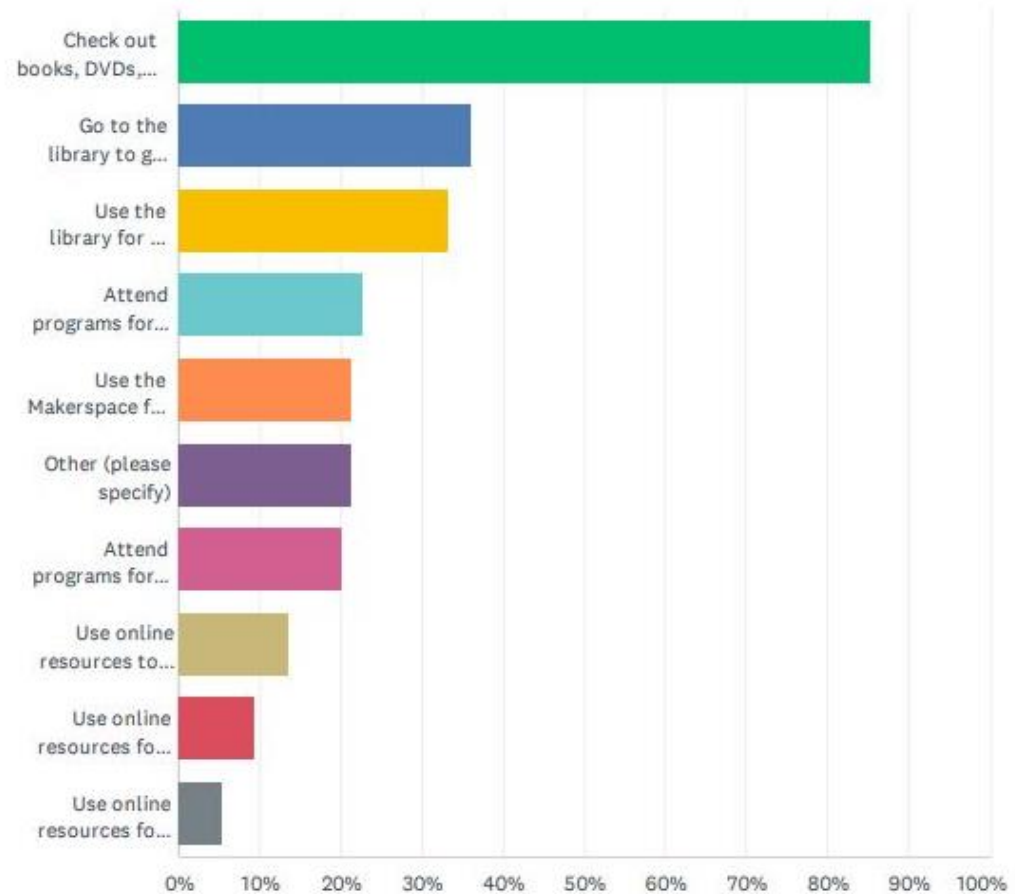
- Finding resources
- In-depth research
- Homework
- Employment and business
- Local history
- Active learning



Patron Use of Library Resources

Q5 What do you look to our library for? Choose all that apply.

Answered: 75 Skipped: 0



2023 - 2028 Strategic Plan

Goal 1: Develop the Library as the community's
“living room.”

Goal 2: Engage the community in lifelong learning.

Goal 3: Enhance access to library services.

Open Hours and Visits

Fiscal Year	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Open hours	2,352	2,352	1,696	247	2,348	2,350
Population	13,240	13,240	13,410	13,915	14,371	14,380
Staff	6.0	6.0	6.0	5.5	6.00	6.0
Visits	54,249	67,477	42,982	9,077	25,500	37,390
Open hours per capita	0.178	0.178	0.126	0.018	0.163	0.163
Visits per capita	4.097	5.096	3.205	0.652	1.774	2.600
Visits per open hour	23.065	28.689	25.343	36.749	10.860	15.911
Staff per 1,000 residents	0.462	0.462	0.45	0.423	0.428	0.428

Database Use FY 22 - 23

Ancestry.com	1,247
Freegal	5,089
Library2Go e-audio	8,725
Library2Go e-book	4,867

New in the fiscal year

- A-Z Recipes
- Educate Station
- MediciTV

Youth Services

- Regular programming
 - Weekly storytimes
 - LEGO Free Play
 - Homeschool Meetup
 - STEAM Zone
- Special programs
- Outreach



The Makerspace



- Makerspace Tech funding
- Current use
- Plan

Find Your Voice! Summer Library Challenge

Registered Readers

- Youth 284
- Teens 57
- Adults 132

Logged Minutes

- Youth 79,117
- Teens 39,326
- Adults 79,292



Rivers of Wonder: Columbia County Genealogy Conference



- September 15 - 17, 2023
- Free
- 80+ attendees
- Hands-on sessions
- Presenters

Community Engagement

- Arts Guild
- Columbia County Museum Association
- Recreation department
- Columbia County Health Department
- Columbia County Mental Health



Library Staff

6 FTE

Library Director (1.0 FTE)

Adult Services Librarian (1.0 FTE)

Youth Librarian (1.0 FTE)

Cataloger - Library Technician (1.0 FTE)

4 Library Assistants (.5 FTE each)

Volunteers

25 active volunteers

Logged 752 hours since July 1,
2022

Shelving, book repair, preparing
items for use, and more



Library Board

Fatima Salas

New officers

- President Jana Mann
- Vice President Aaron Martin

Friends of St. Helens Public Library

Citizens' Day

Officers

- President Melisa Gaelrun-Maggi
- Treasurer Charlotte Hart
- Secretary Pam Benham

Thank you, Lynne Pettit



Thank you!





St. Helens Public Library

2023 – 2028 Strategic Plan

"A library is a collection of resources in a variety of formats that is (1) organized by information professionals or other experts who (2) provide convenient physical, digital, bibliographic, or intellectual access and (3) offer targeted services and programs (4) with the mission of educating, informing, or entertaining a variety of audiences (5) and the goal of stimulating individual learning and advancing society as a whole." (p.1) – *The Librarian's Book of Lists* (Chicago: ALA, 2010), George Eberhart*

The role of the St. Helens Public Library is always evolving. No longer just a quiet building holding books, like other libraries we have become a multi-faceted community and cultural center which provides a safe, welcoming environment for all who visit and protects free speech and the expression of ideas. The framework of our mission is serving the information literacy needs of all ages.

As defined by the American Library Association, "To be information literate, a person must be able to recognize when information is needed and have the ability to locate, evaluate, and use effectively the needed information."

At our library, information and content are provided using a broad range of media (e.g., books, DVDs, audiobooks, cultural passes, online resources, and the Library of Things), as well as supporting the Library community in developing their *own* information and content (e.g., creator spaces, and arts and music programs). Our community's vulnerable, marginalized populations and diverse community groups are recognized, valued by our library, and supported through targeted services.

In addition to providing face-to-face services in our building, the St. Helens Public Library brings services to community members through outreach programs (e.g., visits to preschools and senior center visits) and virtual services.

* <https://libguides.ala.org/library-definition> (retrieved 6/11/2023)

1) Heartsill Young, ed., *The ALA Glossary of Library and Information Science* (ALA, 1983)

(2) Robert S. Martin, "Libraries and Learners in the Twenty-First Century," Cora Paul Bomar Lecture, University of North Carolina at Greensboro, April 5, 2003.

(3) Deanna B. Marcum, "Research Questions for the Digital Era Library," *Library Trends* 51 (Spring 2003): 636-651.

OPPORTUNITY:

Since its inception, the St. Helens Public Library has expanded its services and programs to meet community needs. Despite its relatively small size, staffing, and resource constraints, the library “punches above its weight” by implementing cutting-edge offerings such as the Makerspace.

Use of library services and the Library’s benefit to the community is limited by lack of awareness of the types of services available; limited resources that create a barrier to use of library services for some community members; and efficacy of current modes of communication. Reevaluating and updating both communication and opportunities for library access is paramount to effectively serving everyone in our community.

The St. Helens Public Library has a growing list of events and services available to patrons, the community, and cardholders from Passport libraries from Astoria to Wilsonville. Outreach opportunities are expanding, giving access to many more options for formal and informal modes of communication. An update of the Library brand will bring it in line with current needs, (e.g., use of the logo in print, on social media, and others). Updating the brand will also offer a fresh look to our patrons and community members already aware of the Library and will attract people who may not already “see” the Library.

We must have the resources and means to transform the Library as we continue to meet and anticipate the needs of our community, to ensure that it can meet current and future needs and expand its reach to support and connect with all members of the community.

Goal 1: Develop the Library as the community's "living room."

DESIRED OUTCOMES:

- Be a safe, neutral environment where everyone is welcomed, valued, and included.
- Act as a center for the arts.
- Serve as the community's "university" and entrepreneur hub.
- Rebrand the Library to reflect its role in the community and increase community engagement.
- Maximize service to the community, e.g., expand open hours.

Initiative #1 - Transformation plan

Develop a transformation plan for City Council consideration which reflects the evolving nature of libraries and will shape the Library to meet current and future community needs. The transformation plan will include: (1) a long-term vision for the Library including options to maximize service to the community; (2) rebranding proposal; and (3) funding considerations and options.

Initiative #2 - Facilities plan

Develop a facilities plan which identifies needed improvements to the current facility and desired features of a potential renovated or expanded facility. Consider the addition of resources that enhance community activity.

Initiative #3 - Land acknowledgment

Develop and implement a formal statement which recognizes and respects indigenous peoples as traditional stewards of the land on which the Library is situated and the enduring relationship that exists between indigenous peoples and their traditional lands.

Goal 2: Engage the community in lifelong learning.

DESIRED OUTCOMES:

- Support patrons in searching for, finding, and using information in many formats.
- Support at-home learning for parents of young children.
- Support homeschool families.
- Welcome adolescents to continue reading and learning more independently.
- Serve as a substantial source of information for high school and collegiate learners.
- Support patrons in job searching and educational opportunities.
- Support entrepreneurs and other members of the business community seeking to grow their business.
- Provide programs and services to vulnerable and marginalized members of the community.
- Ensure that programs and services reflect and support diverse community groups.
- Partner with city departments, key stakeholders, and other organizations to deliver services to the community.
- Provide resources and programs for entertainment for all ages.

Initiative #1 - Amplify information literacy for all ages

Information literacy encompasses increasing direct engagement with all ages. For children, this takes the forms of an active summer reading program, regularly scheduled programs, and outreach. For all ages, maintaining a vital and relevant collection, offering bilingual programming for all ages, and collaborating with Columbia County Historical Society to offer and promote adult programming such as visiting authors and writing workshops. These opportunities are offered by staff, volunteers, and members of the community.

Initiative #2 - Different ways of learning, engaging with ideas and information

Early childhood goals include increasing hands-on activities for infants and toddlers, hosting additional summer performances, and offering monthly themed activities for children. Goals for adults and teens include a full complement of digital and online support for those who cannot go to the Library, as well as in-person and virtual programs and other learning opportunities through the Library.

Initiative #3 - Enhance K-12 learning

Child Development support for parents will include offering literacy workshops and interactive book recommendation sessions and setting up a pop-up model environment for young children.

Continue to support homeschooling families, educators, students, and local schools, offering after-school activities, enhancing current partnerships, and developing new ones, and exploring the viability of educator and student library cards.

Initiative #4 - Engage the maker community

Support a maker community centered on the Makerspace using private and public funding sources. Partner with other organizations, e.g., PCC-OMIC and the St. Helens School District STEAM labs. Continue to evolve the Makerspace to ensure continued relevance.

Initiative #5 - Provide information, resources and (where appropriate) training to address a variety of community needs.

Assist community members in finding the information to help them meet their needs, e.g., housing, employment, social services, support for small businesses, technology access and training.

Goal 3: Enhance access to library services.

DESIRED OUTCOMES:

- Expand opportunities for community members to access library resources and travel capacity by providing mobile services, and access to services and materials outside of business hours.
- Increase communication about the availability of library services to underserved citizens.
- Build and foster community connections both face-to-face and virtually.
- Partner with local government, key stakeholders, and other organizations to deliver services to the community and develop the volunteer base.
- Communicate to community members (including Passport holders and Columbia County residents) the Library's presence outside of the Columbia Center the Library offerings and its events and special programs.

Initiative #1 - Reach out to known and potential users of library services

Identify library services useful to members of the community who do not have ready access to the Library. Create and use a wide variety of targeted information strategies relevant to all members of our community and use locations throughout the City where we are most likely to reach them to draw in new users and encourage constructive feedback. Work with the Friends of the St. Helens Public Library and other volunteers to support this effort.

Initiative #2 - Develop a volunteer base

Reach out to community partners including schools, local judicial officers, and city communications officials to solicit volunteers and increase the awareness of volunteering possibilities. Engage community members to serve as volunteers in a variety of capacities.

Initiative #3 - Reevaluate newsletter and communications for efficacy

Assess and improve the Library's online presence. Upgrade library website and consider capacity to develop a mobile application.

Initiative #4 - Evaluate feasibility of courier service

Analyze opportunities and risks to Columbia County libraries; assess staff and volunteer availability; determine geographical limitations; and develop a proposed plan for delivery of library resources to community members throughout Columbia County.

Initiative # 5 - Evaluate feasibility of a bookmobile

Reach out to determine community interest in a mobile library service; identify locations that would be best served; identify appropriate hours and time; evaluate financial and community resources necessary to begin the service; and develop a plan to implement.

Initiative # 6 - Explore options to provide services to out-of-city residents

Coordinate with the Library's City Council liaison on possible successful approaches. Determine which geographical areas are appropriate and what conditions are in use, e.g., fundraising, quarterly and annual library cards.

City of St Helens
4th Qtr FY 2023 Budget to Actuals

Item #6.

	FY 21-22		FY 22-23					
	Amended Budget	Actual	Adopted Budget	Amended Budget	06/30/23	Variance Favorable (unfavorable)	Percent	Projected 6-30-23
General Fund								
Revenues								
Local Taxes	2,150,000	2,046,031	2,325,000	2,325,000	2,074,567	(250,433)	-10.77%	2,101,600
Intergovernmental	605,000	605,533	640,000	640,000	562,822	(77,178)	-12.06%	625,300
Grants	585,000	422,068	832,000	1,270,650	1,528,087	257,437	20.26%	714,270
Charges for Services	4,961,000	5,054,986	6,035,000	6,035,000	5,405,851	(629,149)	-10.43%	5,921,000
License, Permits, Fees	1,039,000	1,094,885	1,081,000	1,081,000	1,222,914	141,914	13.13%	1,184,800
Fines	197,000	196,199	200,000	200,000	163,639	(36,361)	-18.18%	150,500
Miscellaneous	258,000	246,605	305,000	305,000	1,167,553	862,553	282.80%	586,000
Transfers	140,000	31,860	100,000	102,650	-	(102,650)	-100.00%	13,940
Total Revenues	9,935,000	9,698,168	11,518,000	11,959,300	12,125,433 (2,145)	166,133	1.39%	11,297,410
Expenditures								
Administration								
Personnel Services	597,000	548,149	585,000	585,000	579,536	5,464	0.93%	607,800
Materials & Services	99,000	77,599	55,000	55,000	84,134	(29,134)	-52.97%	55,090
City Recorder								
Personnel Services	290,000	281,717	300,000	300,000	276,376	23,624	7.87%	290,140
Materials & Services	75,000	59,518	55,000	95,000	76,556	18,444	19.41%	77,000
City Council								
Personnel Services	60,000	59,169	65,000	65,000	60,289	4,711	7.25%	64,400
Materials & Services	95,000	92,202	70,000	70,000	51,416	18,584	26.55%	61,200
Municipal Court								
Personnel Services	209,000	203,139	225,000	225,000	198,629	26,371	11.72%	210,220
Materials & Services	227,000	227,376	200,000	200,000	220,450	(20,450)	-10.23%	212,000
Police								
Personnel Services	4,281,000	4,201,939	4,573,000	4,573,000	4,159,926	413,074	9.03%	4,347,000
Materials & Services	649,000	631,292	627,000	772,000	617,077	154,923	20.07%	707,200
Library								
Personnel Services	638,000	592,286	700,000	700,000	590,334	109,666	15.67%	626,000
Materials & Services	288,000	287,389	130,000	160,100	146,560	13,540	8.46%	162,000
Finance								
Personnel Services	650,000	633,511	700,000	700,000	704,663	(4,663)	-0.67%	596,900
Materials & Services	400,000	401,270	295,000	348,000	433,324	(85,324)	-24.52%	417,000
Parks								
Personnel Services	374,000	335,145	359,000	359,000	331,414	27,586	7.68%	320,950
Materials & Services	120,000	111,789	113,000	131,000	132,436	(1,436)	-1.10%	127,000
Recreation								
Personnel Services	283,000	272,306	300,000	300,000	315,131	(15,131)	-5.04%	366,400
Materials & Services	84,000	76,234	50,000	50,000	53,152	(3,152)	-6.30%	40,300
Planning								
Personnel Services	347,000	344,793	364,000	364,000	354,919	9,081	2.49%	370,300
Materials & Services	103,000	63,077	46,000	46,000	33,060	12,940	28.13%	48,200
Building								
Personnel Services	446,000	431,009	460,000	460,000	451,933	8,067	1.75%	466,700
Materials & Services	70,000	57,181	65,000	65,000	32,236	32,764	50.41%	44,130
Technology								
Personnel Services	-	-	295,000	295,000	280,355	14,645	4.96%	293,300
Materials & Services	-	-	305,000	429,100	388,436	40,664	9.48%	462,200
Facilities								
Personnel Services	56,000	55,024	-	-	-	-	0.00%	-
Materials & Services	287,000	277,963	245,000	245,000	225,289	19,711	8.05%	216,400
Total Expenditures	10,728,000	10,321,076	11,182,000	11,592,200	10,797,630	794,570	6.85%	11,189,830
Excess, (Deficit) of revenues Over (Under) Expenditures	(793,000)	(622,908)	336,000	367,100	1,327,803	960,703	261.7%	107,580
Beginning Fund Balance	2,719,000	2,841,271	2,115,000	2,218,363	2,218,363	-	0.0%	
Ending Fund Balance	1,926,000	2,218,363	2,451,000	2,585,463	3,546,166	960,703	37.2%	

Property Taxes:	<p>The bulk of property taxes are generally received in November. Columbia County has an approximate 97.5% collection rate, meaning 975% of the current year's assessment is collected during the current year and 2.5% is collected in subsequent years.</p> <p>For FY2023 the budget estimate for property taxes was based on a 6% increase in assessment. This included an estimated growth rate (new building & development) of +3%. We have actually seen a decline in the last 6 months and actual receipts are about 89% of budget.</p>
Intergovernmental:	<p>This is mainly the State Shared Revenue received (Cigarette, Liquor, State Shared Revenue, and Cannabis). We projected that Liquor Taxes would be approximately \$60,000 more than budgeted, however Cannabis sales have declined, and we projected approximately \$95,000 less than budgeted. Overall, Intergovernmental revenue was \$77k under budget.</p>
Grants:	<p>Grants received were the General Fund's portion of the COVID relief payments (ARPA). Half of the disbursement was in last fiscal year and the other half was received this fiscal year.</p>
Charges for Services:	<p>The largest contributor is the General Fund Support Service charge. This is a charge to the PW Funds (Streets, Water, Sewer, Storm) for administration costs related to Public Works that the General Fund incurs. This amount is based off a formula used for many years and updated/simplified in 2015. In addition, Charges for Services includes Franchise Taxes (Columbia River PUD, Comcast, PGE, etc.) and In Lieu of Franchise Taxes, which are internal franchise fees that Water, Sewer, and Storm pay on received revenue. The Finance Department is still catching up and the internal franchise fees have not yet been posted, however this will still be cumulatively lower than projected.</p>
Lic/Permits/Fees:	<p>The main driver for this category is building/planning fees. The last few years, building has seen an uptick in building and development. Large projects like the middle school, high school and the multi-generational living complex by Walmart have greatly contributed. The slowing economy has resulted in a decrease in building and development. Revenues are still above budgeted projections, but we remain cautious and conservative in next years projections.</p>
Fines:	<p>The main provider in this category is Municipal Court fines. The out-going Governor Brown did a mass pardon of traffic fines just prior to leaving office with resulted in a significant write-off court fines. We ended the year at \$36k under budget.</p>
Miscellaneous:	<p>Interest that the City receives from money in the State Pool account is accounted for here. In past years, the rates have gone from 0.2% low up to the current rate of 3.75%. Other items in this category are general fund miscellaneous revenue which can be a menagerie of items.</p>

General Fund Expenses

Overall, General Fund expenses are 93% of the amended budget amount. Several departments went over budget.

Professional services, recruiting expenses, bank fees, police overtime and retrofitting the recreation center for temporary police facilities are the primary drivers of the budget overages.

		FY 21-22					FY 22-23		Item #6.
		Amended Budget	Actual	Adopted Budget	Amended Budget	06/30/23	Projected 6/30/2023	Variance Favorable (unfavorable)	Percent
Tourism Fund									
Lodging Tax		135,000	149,659	120,000	160,000	154,558	160,000	-	3.40%
Miscellaneous		-	-	-	-	-	-	-	0.00%
Event Revenue		850,000	853,705	370,000	200,000	210,151	200,000	-	-5.08%
Total Revenues		985,000	1,003,364	490,000	360,000	364,709	360,000	-	-1.31%
Utilities		12,000	8,057	25,000	10,000	6,688	7,800	(2,200)	33.12%
Building Lease & Utilities								-	
Professional Services		200,000	183,594	120,000	180,000	174,154	163,700	(16,300)	3.25%
Projects & Programs		773,000	559,784	65,000	290,000	341,403	290,500	500	-17.73%
GFSS		-	-	-	-	-	-	-	0.00%
Transfer		-	-	70,000	-	-	-	-	0.00%
Total Expenditures		985,000	751,435	280,000	480,000	522,245	462,000	(18,000)	-8.80%
Excess, (Deficit) of revenues Over (Under) Expenditures		-	251,929	210,000	(120,000)	(157,536)	251,000	371,000	0
Beginning Fund Balance		-	-	-	190,000	251,930	149,000	(41,000)	132.59%
Ending Fund Balance		-	251,929	210,000	70,000	94,394		(70,000)	134.85%

Revenues: Hotel taxes up from the original budget and amended in March came in slightly below projections. Staff will be reviewing processes and procedures for collecting lodging taxes, particularly from short-term home rentals.

Expenses: The City receives a percentage of the gross revenues in exchange for paying the lease of the building and utilities for tourism activities.

							Item #6.
FY 21-22			FY 22-23				
Community Development	Amended Budget	Actual	Adopted Budget	Amended Budget	06/30/23	Variance Favorable (unfavorable)	Percent
Revenues							
Grants	2,100,000	1,741,324	2,251,000	3,005,000	1,058,105	(1,946,895)	-64.79%
Lease Payments	330,000	457,688	465,000	465,000	342,720	(122,280)	-26.30%
Loan Proceeds	-	-	7,000,000	7,000,000	4,904,932	(2,095,068)	-29.93%
Miscellaneous	2,280,000	2,310,322	125,000	125,000	1,506,365	1,381,365	1105.09%
Transfers	-	-	70,000	93,000	-	(93,000)	-100.00%
Total Revenues	4,710,000	4,509,334	9,911,000	10,688,000	7,812,122	(2,875,878)	-26.91%
Expenditures							
Economic Development							
Materials & Services	2,132,000	1,855,285	372,000	376,000	374,326	1,674	0.45%
Debt Services	-	-	-	310,000	310,000	-	0.00%
Business Park							
Materials & Services	202,000	72,319	202,000	202,000	49,279	152,721	75.60%
Debt Services	165,000	150,000	165,000	165,000	162,500	2,500	1.52%
Riverfront							
Materials & Services	1,300,000	1,395,327	7,880,000	2,585,100	473,686	2,111,414	81.68%
Capital Outlay	-	-	-	5,298,900	3,073,133	2,225,767	42.00%
Debt Services	-	-	-	58,100	58,020	80	0.14%
Timber							
Materials & Services	5,000	140,535	75,000	75,000	136,249	(61,249)	-81.67%
Central Waterfront							
Materials & Services	120,000	35,052	1,371,000	1,371,000	362,670	1,008,330	73.55%
Total Expenditures	3,924,000	3,648,518	10,065,000	10,441,100	4,999,863	5,441,237	52.11%
Excess, (Deficit) of revenues Over (Under) Expenditures	786,000	860,816	(154,000)	246,900	2,812,259	2,565,359	1039%
Beginning Fund Balance	463,000	813,149	1,610,000	1,673,965	1,673,965	-	
Ending Fund Balance	1,249,000	1,673,965	1,456,000	1,920,865	4,486,224	2,565,359	

Revenues: Revenues are from timber harvesting, which was nearly \$1.4 million received, loan proceeds from the SPWF loan secured by Urban Renewal and the remainder of ARPA funds deferred from FY2022.

Expenses: Main expenses are for the Riverfront Development and the Industrial Business Park Development with professional services for planning Phase I.

							Item #6.
FY 21-22			FY 22-23				
Community Enhancement	Amended Budget	Actual	Adopted Budget	Amended Budget	06/30/23	Variance Favorable (unfavorable)	Percent
Revenues							
Grants	72,000	88,700	20,000	357,200	378,032	20,832	5.83%
Charges for Services	20,000	15,743	25,000	20,000	33,711	13,711	68.56%
Miscellaneous	1,000	3,912	-	1,000	-	(1,000)	-100.00%
Transfers	-	-	130,000	130,000	-	(130,000)	-100.00%
Total Revenues	93,000	108,354	175,000	508,200	411,743	(96,457)	-19%
Expenditures							
Administration							
Materials & Services	16,000	20,000	-	100,000	100,000	-	0.00%
Transfers	141,603	31,860	-	-	-	-	0.00%
Police							
Materials & Services	11,000	(16,111)	-	34,000	32,000	2,000	5.88%
Library							
Materials & Services	45,281	10,919	162,000	149,500	-	149,500	100.00%
Capital Outlay	-	-	-	-	-	-	0.00%
Parks							
Materials & Services	6,000	1,087	-	2,000	619	1,381	69.04%
Recreations							
Personnel Services	-	-	-	1,000	-	1,000	100.00%
Materials and Services	99,967	60,361	-	202,000	70,045	131,955	65.32%
Building							
Materials and Services	56,042	900	81,000	70,350	11,122	59,228	84.19%
Arts and Culture							
Materials & Services	10,000	-	9,000	9,000	-	9,000	100.00%
Traditional Housing							
Materials & Services	35,000	34,270	20,000	20,000	6,291	13,709	68.55%
Total Expenditures	420,893	143,285	272,000	587,850	220,077	367,773	63%
Excess, (Deficit) of revenues Over (Under) Expenditures	(327,893)	(34,931)	(97,000)	(79,650)	191,666	271,316	-341%
Beginning Fund Balance	327,893	223,126	97,000	188,196	165,286	(22,910)	-12%
Ending Fund Balance	-	188,195	-	108,546	356,952	248,406	229%

Revenues: Main revenue came from a beginning balance of grant revenues from ARPA. The Building Department has their technology fee revenue and expenses in the Community Enhancement Fund. This fee has brought in almost \$50,000 over the past two years and is there to assist with technology needs in the Building Department for the future.

Expenses: Main expenses so far this year are for Recreation programs using ARPA and other grants.

							Item #6.
FY 21-22			FY 22-23				
Street Fund	Amended Budget	Actual	Adopted Budget	Amended Budget	06/30/23	Variance Favorable (unfavorable)	Percent
Revenues							
Intergovernmental	1,300,000	1,137,375	1,130,000	1,130,000	1,031,989	(98,011)	-8.67%
Grants	465,000	669,736	450,000	469,999	176,894	(293,105)	-62.36%
Charges for Services	60,000	75,517	30,000	30,000	2,988	(27,012)	-90.04%
Miscellaneous	210,000	15,884	5,000	205,000	990	(204,010)	-99.52%
Transfers							
Total Revenues	2,035,000	1,898,511	1,615,000	1,834,999	1,212,861	(622,138)	-33.90%
Expenditures							
Personnel Services	476,000	476,000	570,000	570,000	570,000	-	0.00%
Materials & Services	669,500	636,683	579,000	604,000	561,166	42,834	7.09%
Capital Outlay	300,000	153,377	500,000	1,200,330	405,577	794,753	66.21%
Debt Services	61,000	60,000	60,000	60,000	60,850	(850)	-1.42%
Transfers	-	-	-	-	-	-	0.00%
Total Expenditures	1,506,500	1,326,060	1,709,000	2,434,330	1,597,593	836,737	34.37%
Excess, (Deficit) of revenues Over (Under) Expenditures	528,500	572,451	(94,000)	(599,331)	(384,732)	214,598	-35.81%
Beginning Fund Balance	502,000	502,236	1,000,000	1,074,700	1,074,700	-	-
Ending Fund Balance	1,030,500	1,074,687	906,000	475,369	689,968	214,598	

Revenues: Revenues come from gas taxes passed through from the State and grants from the State of Oregon that are received for certain street projects that the city completes. Gas tax revenues nearly \$100k under budget projections

Expenses: Total expenditures were 34% under budget, which offset the revenue shortfall.

	FY 21-22		FY 22-23				
	Amended Budget	Actual	Adopted Budget	Amended Budget	06/30/23	Variance Favorable (unfavorable)	Percent
<u>Streets SDC Fund</u>							
Revenues							
Charges for Services	450,000	457,284	500,000	500,000	155,595	(344,405)	-68.88%
Total Revenues	450,000	457,284	500,000	500,000	155,595	(344,405)	-68.88%
Expenditures							
Materials & Services	125,000	8,160	525,000	525,000	49,399	475,601	90.59%
Capital Outlay	1,988,000	44,694	2,085,000	2,043,117	47,050	1,996,067	97.70%
Total Expenditures	2,113,000	52,854	2,610,000	2,568,117	96,449	2,471,668	96.24%
Excess, (Deficit) of revenues Over (Under) Expenditures	(1,663,000)	404,430	(2,110,000)	(2,068,117)	59,146	2,127,263	-103%
Beginning Fund Balance	1,663,000	1,663,687	2,110,000	2,068,117	2,068,117	-	-
Ending Fund Balance	-	2,068,117	-	-	2,127,263	2,127,263	
<u>Water SDC Fund</u>							
Revenues							
Charges for Services	150,000	157,958	200,000	200,000	55,511	(144,489)	-72.24%
Total Revenues	150,000	157,958	200,000	200,000	55,511	(144,489)	-72.24%
Expenditures							
Materials & Services	660,000	233,931	560,000	560,000	11,400	548,600	97.96%
Capital Outlay	926,000	5,050	1,155,000	995,300	-	995,300	100.00%
Total Expenditures	1,586,000	238,981	1,715,000	1,555,300	11,400	1,543,900	99.27%
Excess, (Deficit) of revenues	(1,436,000)	(81,023)	(1,515,000)	(1,355,300)	44,111	1,399,411	-103%
Beginning Fund Balance	1,436,000	1,436,333	1,515,000	1,355,300	1,355,310	10	
Ending Fund Balance	-	1,355,310	-	-	1,399,421	1,399,421	
<u>Sewer SDC Fund</u>							
Revenues							
Charges for Services	200,000	209,640	200,000	200,000	92,738	(107,262)	-53.63%
Total Revenues	200,000	209,640	200,000	200,000	92,738	(107,262)	-53.63%
Expenditures							
Materials & Services	560,000	91,556	560,000	560,000	10,000	550,000	98.21%
Capital Outlay	1,737,000	-	1,830,000	1,830,000	400,626	1,429,374	78.11%
Total Expenditures	2,297,000	91,556	2,390,000	2,390,000	410,626	1,979,374	82.82%
Excess, (Deficit) of revenues	(2,097,000)	118,084	(2,190,000)	(2,190,000)	(317,888)	1,872,112	-136.45%
Beginning Fund Balance	2,097,000	2,097,448	2,190,000	2,215,532	2,215,532	-	
Ending Fund Balance	-	2,215,532	-	25,532	1,897,644	1,872,112	
<u>Storm SDC Fund</u>							
Revenues							
Charges for Services	115,000	117,048	150,000	150,000	67,014	(82,986)	-55.32%
Total Revenues	115,000	117,048	150,000	150,000	67,014	(82,986)	-55.32%
Expenditures							
Materials & Services	150,000	57,452	115,000	115,000	8,179	106,821	92.89%
Capital Outlay	339,000	-	375,000	315,000	-	315,000	100.00%
Total Expenditures	489,000	57,452	490,000	430,000	8,179	421,821	98.10%
Excess, (Deficit) of revenues	(374,000)	59,596	(340,000)	(280,000)	58,835	338,835	-153.42%
Beginning Fund Balance	374,000	374,932	340,000	434,528	434,528	-	
Ending Fund Balance	-	434,528	-	154,528	493,363	338,835	
<u>Parks SDC Fund</u>							
Revenues							
Charges for Services	400,000	406,658	250,000	250,000	33,966	(216,034)	-86.41%
Total Revenues	400,000	406,658	250,000	250,000	33,966	(216,034)	-86.41%
Expenditures							
Materials & Services	175,000	85,208	150,000	150,000	43,105	106,895	71.26%
Capital Outlay	969,000	3,182	1,089,000	1,089,000	198	1,088,802	99.98%
Total Expenditures	1,144,000	88,390	1,239,000	1,239,000	43,303	1,195,697	96.51%
Excess, (Deficit) of revenues	(744,000)	318,268	(989,000)	(989,000)	(9,337)	979,663	-182.92%
Beginning Fund Balance	744,000	744,838	989,000	1,063,100	1,063,106	(0)	
Ending Fund Balance	-	1,063,106	-	74,100	1,053,769	979,663	

Revenues: All SDC revenues were very healthy over the past 2-3 years as development increased. This year, revenues started to slow, as shown in building permits and we do anticipate a recession-type economy impacting us further in the next fiscal year.

Expenses: SDC eligible projects remain small.

Parks SDC has an eligible project with the expansion of Columbia View Park on the Riverfront. The City anticipates a contribution of up to \$1 Million to aid in the construction and development of Columbia View Park that will include new play structures and an enhanced stage area for events.

	FY 21-22		FY 22-23			Variance Favorable (unfavorable)	Percent
	Amended Budget	Actual	Adopted Budget	Amended Budget	06/30/23		
Water Fund							
Revenues							
Charges for Services	3,690,000	3,544,545	3,815,000	3,815,000	3,927,892	112,892	2.96%
Grants	-	-	-	-	-	-	0.00%
Miscellaneous	27,000	643,428	625,000	25,000	163,843	138,843	555.37%
Total Revenues	3,717,000	4,187,974	4,440,000	3,840,000	4,091,735	251,735	6.56%
Expenditures							
Water Distribution							
Personnel Services	681,000	681,000	865,000	865,000	865,000	-	0.00%
Materials & Services	1,876,000	1,777,832	2,034,000	2,059,000	1,798,534	260,466	12.65%
Capital Outlay	-	-	-	250,000	60,292	189,708	75.88%
Total Water Distribution	2,557,000	2,458,832	2,899,000	3,174,000	2,723,826	450,174	14.18%
Water Filtration							
Personnel Services	237,000	237,000	211,000	211,000	211,000	-	0.00%
Materials & Services	239,000	185,388	222,000	222,000	266,535	(44,535)	-20.06%
Capital Outlay	-	-	-	300,000	-	300,000	100.00%
Total Water Filtration	476,000	422,388	433,000	733,000	477,535	255,465	34.85%
Non-Departmental							
Capital Outlay	450,000	450,814	966,000	1,194,000	233,271	960,729	80.46%
Debt Service	565,000	563,924	500,000	500,000	463,370	36,630	7.33%
Transfers	-	-	-	-	-	-	0.00%
Total Non-Departmental	1,015,000	1,014,738	1,466,000	1,694,000	696,641	997,359	58.88%
Total Expenditures	4,048,000	3,895,958	4,798,000	5,601,000	3,898,002	1,702,998	30.41%
Excess, (Deficit) of revenues	(331,000)	292,016	(358,000)	(1,761,000)	193,733	1,954,733	-111.00%
Beginning Fund Balance	3,721,000	3,721,943	3,919,000	4,013,960	4,013,960	-	
Ending Fund Balance	3,390,000	4,013,959	3,561,000	2,252,960	4,207,693	1,954,733	

Revenues: Revenue for the water fund came in about 3% over budget. Miscellaneous revenues are for connection fees, interest, late charges, and shut-off fees which were considerably over the amended budget.

Expenses: The Water Fund has 3 separate departments (Distribution, Filtration, and Non-Departmental). Non-Departmental is where you will find debt service payments and operational capital outlay items. Overall capital outlay was 20% of budget, this is due to timing of projects. It was anticipated when the budget was amended, that water projects would potentially begin prior to fiscal year-end. Water Distribution sees PW Support Service Charges like the Street Fund and other Enterprise Funds. The other main expenses are General Fund Support Services. Water Filtration sees PW Support Service Charges as the main expense along with utilities and chemicals for the filtration plant.

							Item #6.
FY 21-22			FY 22-23				
Amended Budget		Actual	Adopted Budget	Amended Budget	06/30/23	Variance Favorable (unfavorable)	Percent
Sewer Fund							
Revenues							
Charges for Services	3,978,000	4,173,740	4,054,000	4,054,000	4,581,422	527,422	13.01%
Grants	-	-	-	-	-	-	0.00%
Debt Proceeds	-	-	-	-	-	-	0.00%
Miscellaneous	15,000	36,824	10,420,000	10,000	159,186	149,186	1491.86%
Total Revenues	3,993,000	4,210,564	14,474,000	4,064,000	4,740,608	676,608	16.65%
Expenditures							
Collections							
Personnel Services	482,000	482,000	575,000	575,000	575,000	-	0.00%
Materials & Services	1,523,000	1,495,080	1,840,000	1,865,000	1,636,628	228,372	12.25%
Capital Outlay	-	-	-	75,000	23,788	51,212	68.28%
Total Collections	2,005,000	1,977,080	2,415,000	2,515,000	2,235,416	279,584	11.12%
Primary Treatment							
Personnel Services	108,000	108,000	140,000	140,000	140,000	-	0.00%
Materials & Services	195,000	142,500	170,000	170,000	170,890	(890)	-0.52%
Total Water Filtration	303,000	250,500	310,000	310,000	310,890	(890)	-0.29%
Secondary Treatment							
Personnel Services	216,000	216,000	265,000	265,000	265,000	-	0.00%
Materials & Services	399,000	306,087	334,000	334,000	310,494	23,506	7.04%
Total Water Filtration	615,000	522,087	599,000	599,000	575,494	23,506	3.92%
Pump Services							
Personnel Services	108,000	108,000	75,000	75,000	75,000	-	0.00%
Materials & Services	41,000	20,487	27,000	27,000	19,342	7,658	28.36%
Capital Outlay	-	-	-	75,000	10,369	64,631	86.17%
Total Water Filtration	149,000	128,487	102,000	177,000	104,711	72,289	40.84%
Non-Departmental							
Capital Outlay	200,000	42,116	6,218,000	541,200	139,900	401,300	74.15%
Debt Service	1,190,000	1,231,771	1,266,000	1,266,000	669,905	596,095	47.08%
Transfers	-	-	-	-	-	-	0.00%
Total Non-Departmental	1,390,000	1,273,887	7,484,000	1,807,200	809,805	997,395	55.19%
Total Expenditures	4,462,000	4,152,040	10,910,000	5,408,200	4,036,316	1,371,884	1
Excess, (Deficit) of revenues	(469,000)	58,523	3,564,000	(1,344,200)	704,292	2,048,492	(1)
Beginning Fund Balance	3,327,000	3,327,477	3,475,000	3,386,000	3,386,000	-	
Ending Fund Balance	2,858,000	3,386,000	7,039,000	2,041,800	4,090,292	2,048,492	

Revenues: Revenues for the sewer fund were 13% over budget projections by the end of June. Additional revenue sources are interest and sludge disposal charges.

Expenses: The Sewer Fund has 5 separate department areas (Collection, Primary Treatment, Secondary Treatment, Pump Services, and Non-Departmental). Non-departmental is debt service and capital outlay. Capital Outlay was approximately 25% of budget and like the Water Fund is due to the timing of projects. Sewer Collection houses the main collection system costs in staffing through the PW Support Services Charge and the General Fund Support Service Charges. Primary Treatment is the lagoon costs associated with the general city involvement. Secondary Treatment is isolated to just Cascades Tissue where they are using the treatment plant for operations. The cost of this department is shared with Cascades as a reimbursement of this budgeted department. The Pump Services department is where all expenses related to the City pump services are housed.

	FY 21-22		FY 22-23			Item #6.
	Amended Budget	Actual	Adopted Budget	Amended Budget	06/30/23	Variance Favorable (unfavorable) Percent
Storm Fund						
Revenues						
Charges for Services	1,075,000	1,113,950	1,140,000	1,140,000	1,384,533	244,533 21.45%
Miscellaneous	5,000	5,000	5,000	5,000	-	(5,000) -100.00%
Total Revenues	1,080,000	1,118,950	1,145,000	1,145,000	1,384,533	239,533 20.92%
Expenditures						
Personnel Services	505,000	505,000	550,000	550,000	550,000	- 0.00%
Materials & Services	891,000	863,907	964,000	989,000	902,929	86,071 8.70%
Capital Outlay	150,000	41,780	160,000	260,000	5,000	255,000 98.08%
Total Expenditures	1,546,000	1,410,687	1,674,000	1,799,000	1,457,929	341,071 18.96%
Excess, (Deficit) of revenues	(466,000)	(291,737)	(529,000)	(654,000)	(73,396)	580,604 -88.78%
Beginning Fund Balance	1,872,000	1,872,115	1,400,000	1,580,378	1,580,378	-
Ending Fund Balance	1,406,000	1,580,378	871,000	926,378	1,506,982	580,604

Revenues: Storm revenue, which is a fixed amount on utility bills, ended at approximately 21% over budget.

Expenses: The Storm Fund sees all the similar expenses of the Street, Water, and Sewer funds with PW Support Service charges and General Fund Support Service Charges.

	FY 21-22		FY 22-23			
	Amended Budget	Actual	Adopted Budget	Amended Budget	06/30/23	Variance Favorable (unfavorable) Percent
PW Operations						
Revenues						
Charges for Services	3,399,000	3,433,196	3,662,000	3,762,000	3,621,005	(140,995) -3.75%
Miscellaneous	1,000	350	-	-	28,134	28,134 0.00%
Transfers	-	-	-	197,600	-	(197,600) -100.00%
Total Revenues	3,400,000	3,433,546	3,662,000	3,959,600	3,649,139	(310,461) -7.84%
Expenditures						
Engineering						
Personnel Services	518,000	504,493	451,000	451,000	456,034	(5,034) -1.12%
Materials & Services	118,000	136,846	84,000	84,000	85,012	(1,012) -1.20%
Total Engineering	636,000	641,339	535,000	535,000	541,046	(6,046) -1.13%
Operations						
Personnel Services	2,627,000	2,592,844	2,360,000	2,360,000	2,013,352	346,648 14.69%
Materials & Services	510,000	450,696	346,000	346,000	355,357	(9,357) -2.70%
Total Operations	3,137,000	3,043,540	2,706,000	2,706,000	2,368,709	337,291 12.46%
Facilities						
Personnel Services	-	-	523,000	523,000	387,616	135,384 25.89%
Materials & Services	-	-	127,000	139,000	119,044	19,956 14.36%
Capital Outlay	-	-	-	85,000	83,070	1,930 2.27%
Total Facilities	-	-	650,000	747,000	589,730	157,270 21.05%
Total Expenditures	3,773,000	3,684,879	3,891,000	3,988,000	3,499,485	488,515 12.25%
Excess, (Deficit) of revenues	(373,000)	(251,333)	(229,000)	(28,400)	149,654	178,054 -626.95%
Beginning Fund Balance	373,000	449,018	538,000	197,685	197,685	-
Ending Fund Balance	-	197,685	309,000	169,285	347,339	178,054

Revenues: The main source of revenues for PW Operations Fund are through internal charges from related funds (Street, Water, Sewer, and Storm). Other minor revenues are engineering fees for the Engineering Department within this fund.

Expenses: Currently this fund operates with 3 departments; Engineering, PW Operations, and Facilities. This fund ended the fiscal year at approximately 79% of budget overall, however the engineering department ended slightly over.

	FY 21-22		FY 22-23			Variance Favorable (unfavorable)	Percent
	Amended Budget	Actual	Adopted Budget	Amended Budget	06/30/23		
Public Safety Facilities							
Revenues							
Charges for Services	65,000	87,821	215,000	215,000	210,942	(4,058)	-1.89%
Miscellaneous	15,150,000	15,249,528	3,000,000	3,000,000	8,954	(2,991,046)	-99.70%
Total Revenues	15,215,000	15,337,348	3,215,000	3,215,000	219,896	(2,995,104)	-93.16%
Expenditures							
Materials & Services	1,000,000	787,658	1,500,000	1,500,000	1,176,663	323,337	21.56%
Capital Outlay	14,215,000	-	15,255,000	15,255,000	1,190	15,253,810	99.99%
Debt Service	-	-	700,000	700,000	698,642	1,358	0.19%
Total Expenditures	15,215,000	787,658	17,455,000	17,455,000	1,876,495	15,578,505	89.25%
Excess, (Deficit) of revenues	-	14,549,691	(14,240,000)	(14,240,000)	(1,656,599)	12,583,401	-88.37%
Beginning Fund Balance	-	-	14,240,000	14,549,691	14,549,691	-	
Ending Fund Balance	-	14,549,691	-	309,691	12,893,091	12,583,401	

Revenues: The main source of revenue for this fund is the Public Safety Utility Fee. Other revenue sources are interest and the fund balance carryover of the bonds revenue to be used in the construction of the public safety facility.

Expenses: Expenditures in this fund are for the construction and debt service for the new public safety facility, with is nearing construction phase.



CITY OF ST. HELENS PLANNING DEPARTMENT

M E M O R A N D U M

TO: City Council
 FROM: Jacob A. Graichen, AICP, City Planner
 RE: Property proposed to be donated to city at US30/Pittsburg Road intersection and ROW vacation and other considerations
 DATE: July 24, 2023

Donation agreement status update.

Both parties have signed the donation agreement and it has been accepted by the Title Co. The transaction documents are with the escrow person and ready to be signed once we are ready.

Noteworthy title exception that affects possible uses of property:

Both parcels 1 and 2 to be donated have a restrictive covenant runs through December 31, 2050 during which time the properties may not be used for office, medical, dental, or clinical purposes, with some exceptions.

So, if used in conjunction with an adjacent property such as 695 N. Columbia River Highway, this could be a use burden.

This restrictive covenant was part of a broader real-estate transaction c. 2003 related to the Columbia Commons complex (500 N. Columbia River Highway), intended to curtail competition with the Columbia Commons complex.

ROW vacation of N. 18th Street between Pittsburg Road and US30?

If initiated by Council:

- Hearing cannot proceed if majority of the affected area objects in writing.

This is unlikely but is possible.

- ROW cannot be vacated without consent of abutting owners if the vacation will substantially affect the market value of such property, unless the city governing body provides for paying damages.

This can be avoided if no portion of the vacated area abuts non-city owned property, but this would reduce the area to be vacated.

- We need to be careful about using an “easier” process for the city to vacate for private gain. This could be a risky precedent. **Note that based on how things were platted, all vacated area would go to properties to the east of the right-of-way and not spit down the middle.**

Will public interest be prejudiced? This is a key question for any ROW vacation.

- The ROW appears void of existing utilities except overhead power along the south (US30 side). However, this ROW would be a route for water from Pittsburg Road and potentially sanitary sewer from the south/southwest.
- ROWs are favored over easements for utilities. ROWs are a stronger right-of-access, have specific and consistent rules, and less prone to obstacles like fences that would typically need to be reconstructed as part of utility repair/maintenance.
- Sanitary sewer is separated by some other properties, so it is not immediately available. However, as part of the Columbia Commons Subdivision, the sanitary sewer was extended and designed (installed at a certain depth) for potential extension. **The sanitary sewer issue is perhaps the most significant issue for a vacation consideration at this time.** Without sanitary sewer access determined, an argument can be made that vacation of ROW is premature.
- Based on the sanitary sewer issues city-wide and capacity issues, it is not necessarily a good time to promote sanitary sewer connection or redirect efforts and funding already in place to abate the existing problems.
- Frontage road considerations. US30 is a major arterial street and Pittsburg Road is a minor arterial. Per SHMC 17.84.040(7)(b):

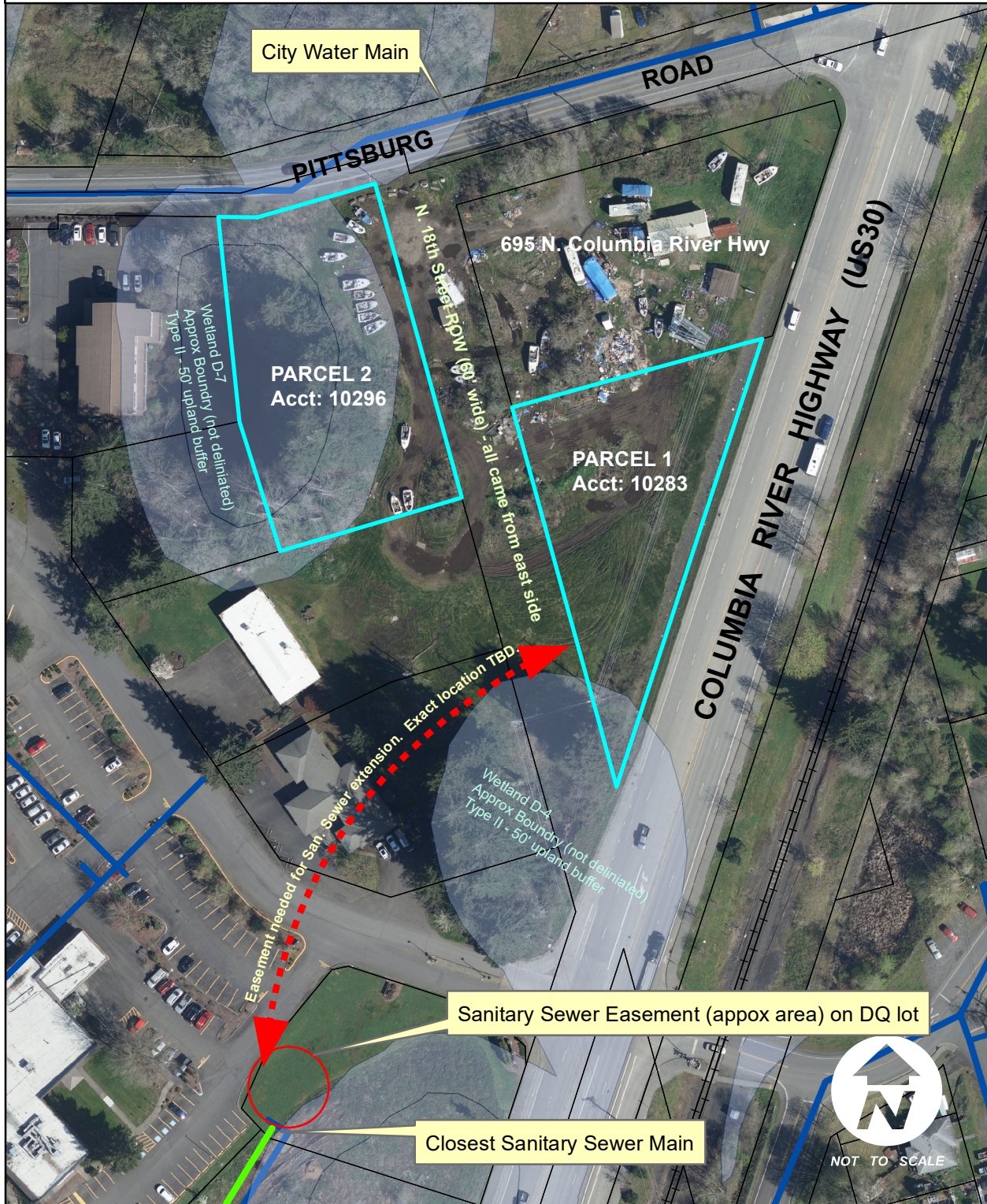
(7) Development Fronting onto an Arterial Street.

(b) Nonresidential projects proposed on arterials shall include a frontage or service road and shall take access from the frontage or service road rather than the arterial. Frontage or service road design shall conform to applicable jurisdictional design standards. This access requirement may be met through the use of interconnecting parking lots that abut the arterial provided the necessary easements and agreements are obtained.

This requirement has been met in several ways, but one key factor is no property should have access from US30 (if allowed by ODOT) with no other option. In other words, US30 should not be a sole access.

Pittsburg Road / US30 Properties

For City Council Discussion
July 2023





Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: August 2, 2023

Planning Division Report attached.

Suggestion Box Report attached.

CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



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

Date: 7.24.2023

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

ASSOCIATE PLANNER/PROJECT MANAGER—*In addition to routine tasks, the Associate Planner/Community Development Project Manager has been working on: See attached.*

PLANNING ADMINISTRATION—MISC.

Assisted city engineering with review, scoring and interviews of design-build contractor selection for replacement of a 2.0-million-gallon water reservoir at 35259 Pittsburg Road. Interestingly, this property is not within city limits.

Continue to assist City Engineering with mercury TMDL efforts. There will be a community education/engagement event next month related to this, as required by Oregon DEQ.

PLANNING COMMISSION (& *acting* HISTORIC LANDMARKS COMMISSION)

July 11, 2023 meeting (outcome): The Commission approved a Conditional Use Permit for a storage use and business at 1955 Old Portland Road (the old Ralph's wrecking yard).

Due to resignation, a new chair (Commissioners Cary) and vice chair (Commissioner Pugsley) were selected for the remainder of this calendar year.

As the Historic Landmarks Commission, they reviewed the proposed gateway proposal at the S. 1st Street / St. Helens Street intersection. Also, some discussion of potential architectural standards for St. Helens (an ongoing discussion) in the future.

August 8, 2023 meeting (upcoming): At a minimum, *as the Historic Landmarks Commission*, they will select the recipient of the latest Historic Preservation Rehabilitation Grant that the city offers as a Certified Local Government.

FLOODPLAIN MANAGEMENT (NFIP)

FEMA periodically updates the Elevation Certificate forms used for floodplain matters. The previous version "expired" in Nov. '22. FEMA finally released its replacement this month. These expire in June of 2026.

From: [Jennifer Dimsho](#)
To: [Jacob Graichen](#)
Subject: July Planning Department Report
Date: Monday, July 24, 2023 12:03:46 PM
Attachments: [image001.png](#)

Here are my additions to the July Planning Department Report.

GRANTS

1. **Safe Routes to School - Columbia Blvd. Sidewalk & County Culvert Project** – Construction with TFT began July 17, starting at the culvert near Gable Road. Trees have been removed along sidewalks project. Conducted multiple site walks with contractor.
2. **Business Oregon – Infrastructure Finance Authority** – Low-interest loan for Streets & Utilities Project and Columbia View Park improvements that are not covered by grants and Parks SDCs. 1st Reimbursement request is being processed (which included over 30 invoices). Submitted an amendment request (for scope of work changes and cost increases). Working with finance to support amendment request.
3. **Riverwalk Project (OPRD Grants x2)** – 100% design completed. Bid documents received. Compiled contract documents/bid documents with City Engineering. Bidding to occur 7/26 and will close on 8/29!
4. **Community Development Block Grants (CDBG)** – \$2.5 million grant award to fund design/engineering/permitting for the City's Sanitary Sewer Improvement Project. This project covers 3 sanitary sewer basins which were identified as deficient and priorities for improvement in the adopted Wastewater Master Plan. Contracts are expected in August. Construction will be funded by a \$16.4 million loan (with up to \$4.5 million in loan forgiveness) from DEQ's revolving loan fund.
5. **Certified Local Government Historic Preservation Grant Program** – Received our contract for 17k. ~95 property owners received notifications of pass-through grant program. Grant deadline 7/24 for property owners. Anticipating 3-4 applications. Compiled materials for PC to review and select projects for funding at 8/8 meeting.
6. **DLCD Technical Assistance Program** – Grant cycle opening pushed from August to September. DLCD Regional Rep thinks updating our Economic Opportunities Analysis (EOA) could be funded. Compiled resources to assist with scoping our EOA update.
7. **Veterans Memorial Grant Program** - 33k award for an expansion at McCormick Park Veterans Memorial. Project includes 7 branch of service monuments and corresponding flags. The project includes matching funds of \$28,130 through in-kind labor and donations. The in-kind match includes the donation of flags and hardware from the local VFW Post 1440, labor and equipment use from the St. Helens Public Works Department, engineering and design donated by Lower Columbia Engineering, LLC, and in-kind labor from City staff to manage the grant.
8. **ODOT Community Paths Program - RECEIVED NOTIFICATION OF SUCCESSFUL 300K GRANT AWARD** to study a trail route refinement project (30% design) from St. Helens to Scappoose. Contracts are expected in October. Award is \$300k, with a match of around 42k split between Scappoose, the County, and us.
9. **ODOT Transportation Growth Management Grant** - Providing assistance to Engineering with TGM grant materials to fund a new Transportation Systems Plan. Our last TSP was

from 2011 and the Engineering Department would like to initiate an update. Reviewed 2011 TSP Assessment which DLCD provides for free as a resource.

PROJECTS & MISC

10. **Riverfront Streets/Utilities Project** – Attending weekly check-ins to stay in tune with project schedule and any construction delays/issues. Held another public open house for residents/businesses impacted by construction on June 6. Undergrounding utilities bids due 7/25.
11. **S. 1st Street & St. Helens St. Gateway Project** – Stakeholder committee met 3 times to narrow down final direction for gateway. Design reviewed 7/11 by PC for compliance with the Architectural Guidelines. Final design anticipated by 7/31 with bidding of the project to occur in August. Internal review meeting scheduled for 7/27 to wrap up design.
12. **St. Helens Industrial Business Park (SHIBP) Public Infrastructure Design** – 30% design for Phase I infrastructure & permitting/grading work for Phase II with Mackenzie. Mackenzie provided preliminary PT for PGE parcel. City will facilitate partition process, PGE will prepare other land use applications. Kicked off Phase II grading work effort.
13. **Warrior Rock Lighthouse Replica Project** – Restoration of the warrior rock lighthouse replica on County-property near Columbia View Park. Councilor Sundeen was able to locate original Warrior Rock lighthouse plans! 2023 Oregon Heritage grant opportunity opens August 2023 which could fund the design and cost of materials for the replica, a kiosk, and signage. Work would be completed in-house by Public Works staff.
14. **Central Waterfront video production** - Sat in on a scoping meeting with communications team on the Central Waterfront video project.

Jenny Dimsho, AICP | Associate Planner

City of St. Helens | Planning Department
 265 Strand Street, St. Helens, OR 97051 | www.sthelensoregon.gov
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Suggestion Boxes

Library

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
3/18/23	Came for tax forms (every year). If it weren't for your help, I wouldn't be able to do anything. I am a truck driver with limited resources. I have to use the library.	N/A	No	None	Great	8/2/23	N/A	N/A	8/2/23
2/7/23	Brenda was super helpful and helped me do what no one else could.	Promote her!	No	Scott	Great & Super Awesome	8/2/23	N/A	N/A	8/2/23
12/16/22	St. Helens Library staff are great, kind, and so helpful. They have helped me get two jobs now when I was not at my best/homeless. I couldn't me more grateful.	Thank staff, especially Brenda.	No	R.R.	Beyond Great	8/2/23	N/A	N/A	8/2/23
10/26/22	Printing in color cost way too much for the general public to pay. It should be free or at a low cost. We pay taxes.	N/A	No	M.S.	N/A	8/2/23	N/A	N/A	8/2/23
9/14/22	Pick up the garbage. Lazy public workers.	Do your job.	Yes	J.C.	Great	8/2/23	N/A	N/A	8/2/23
9/12/22	Discrimination against a person for not having the right address on ID card. They make plenty of excuse for someone who is homeless. Community Action Team is involved.	Don't tread on person's rights because of an address. This must change!	No	C.C.	Poor	8/2/23	N/A	Library Director Suzanne Bishop spoke with commenter. No further follow-up needed.	8/2/23
9/12/22	Don't tell people what they cannot drink and where. This was a personal attack as far as I was concerned.	Don't tell me that if I had a disability, you would tell them to go into the hallway to drink water in the hall?	Yes	C.C.	Poor	8/2/23	N/A	Library Director Suzanne Bishop spoke with commenter. No further follow-up needed.	8/2/23

Suggestion Boxes

City Hall –Municipal Court Lobby

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
2/9/23	This is the first time I had to go to court for a ticket. This was a very pleasant time.	No. I think the Court was very nice and fair.	No	C.B.	Awesome	8/2/23	N/A	N/A	8/2/23

City Hall – 1st Floor Lobby/Water Department Lobby/2nd Floor Lobby/ Council Chambers Lobby

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
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None received.