



COUNCIL REGULAR SESSION

Wednesday, October 18, 2023 at 7:00 PM

COUNCIL MEMBERS:

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

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

DELIBERATIONS

1. Sale of City-Owned Property located on Kelley Street
2. Appeal of Planning Commission Decision on Conditional Use Permit (CUP.4.23), Sensitive Lands Permits (SL.4.23 - floodplain and SL.5.23 - wetlands), and Sign Permit (S.14.23) for New Police Station proposed to be located at the Southeast Corner of Old Portland Road and Kaster Road Intersection (City of St. Helens)
3. Comprehensive Plan and Zoning Map Amendment (CPZA.1.23) at 58646 McNulty Way (Columbia Community Mental Health)

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

4. Agreement with Columbia Pacific Economic Development District for Community Development Block Grant Administration Services of Sewer Capacity Improvement Project
5. First Amendment to Emery & Sons Construction Group Progressive Design-Build Contract for the Design and Construction of Replacement of 2.0 MG Reservoir
6. Sixth Amendment to Otak, Inc. Agreement for S. 1st and Strand Streets, Road & Utility Extensions Project
7. Real Estate Purchase and Sale Agreement with Leahy Investments LLC for the Sale of City-Owned Property off Kelley Street

CONSENT AGENDA FOR ACCEPTANCE

8. Library Board Minutes dated September 11, 2023
9. Parks and Trails Commission Minutes dated September 11, 2023

CONSENT AGENDA FOR APPROVAL

10. Council Regular Session and Executive Session Minutes dated October 4, 2023
11. Declare Surplus Property - Police K9 Officer Ryder (Retirement)

[12.](#) Declare Surplus Property - Real Property (descriptions in packet)

[13.](#) OLCC Licenses

[14.](#) Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

REPORT FROM CITY ADMINISTRATOR JOHN WALSH

COUNCIL MEMBER REPORTS

MAYOR SCHOLL REPORTS

OTHER BUSINESS

ADJOURN

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/85424097891?pwd=TGJ6V1dIL1gxK1BWS3RHVFA3ZU0xUT09>

Meeting ID: 854 2409 7891

Passcode: 271519

Dial: 669-444-9171

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

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

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Columbia Pacific Economic Development District** (“Contractor”).

RECITALS

A. The City is in need of personal services for Community Development Block Grant (CDBG) Grant Administration Services, and Contractor represents that it is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to Community Development Block Grant (CDBG) Grant Administration Services, and Contractor accepts such engagement. The principal contact for Contractor shall be Lydia Ivanovic, phone 971-203-6547.

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

3. Term. Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on October 18, 2025. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment A.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment A, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and

long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

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

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

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

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

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

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

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

CONTRACTOR: Columbia Pacific EDD
Attn: Lydia Ivanovic
PO Box 1535
St. Helens, OR 97051

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

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

9. Insurance.

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

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

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

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

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

10. Termination.

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

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

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

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

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

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

10.2 Breach of Agreement

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

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

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

10.2.4 In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute

services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

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

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

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

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

14. Indemnification.

14.1 Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

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

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

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

16. Compliance with Law.

16.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement. Attached as Attachment C is a list of terms required by Contract No. P23001, State of Oregon Community Development Block Grant Program Grant Contract.

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

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

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

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

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

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

16.8 No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

16.8.1 Either:

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

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

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

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

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

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

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

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

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

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

16.15 If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements

of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

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

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

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

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

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

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

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

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

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

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

20. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor’s interest in this

Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

21. Mediation/Dispute Resolution

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

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

23. Records, Inspection and Audit by the City.

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

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

23.3 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

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

24. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall

within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

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

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

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

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Columbia Pacific EDD


Signature: _____

Print: Colin Cooper

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

By:  _____
City Attorney

**ATTACHMENT A
SCOPE OF WORK AND TERMS OF COMPENSATION**

City of St. Helens P23001 - Sewer Capacity Improvement Project

The Grant Administrators will administer/manage all the federal grant requirements, including:

Grant Management Activities	Percent of Work
1. Assist procurement of engineering services by reviewing: <ul style="list-style-type: none"> • Compliance with state and local procurement procedures • Reviewing of contracts to ensure compliance with state and federal requirements • Ensuring state review of all project related contracts • Contract amendments or requests to state for grant contract amendments when needed 	5% (est. max \$1,750)
2. Prepare Disbursement Requests and Quarterly Reports including: <ul style="list-style-type: none"> • Creation and updating of a CDBG Project Management Plan, projecting work and cash estimates by quarter • Drafting of Disbursement Requests on a Monthly/Quarterly basis for review and submittal by the City • Submitting Quarterly Project Management Reports comparing actual to projected milestones • Other administration duties (facilitating team meetings/check-ins) 	60% (est. max \$21,000)
3. Complete Final Draw Requirements and project closeout including: <ul style="list-style-type: none"> • Minority, Women and Emerging Small Business Activity Report • Ensure a Second Public Hearing is held and all necessary documentation is submitted • Direct Completion of an Additional Fair Housing Activity and Section 3 Summary Report • Draft IFA Project Closeout Supplemental Reports for City review and submittal • Compile and Draft Final Draw Submission including quarterly reporting and finalized workplan. 	35% (est. max \$12,250)

Rate of Professional Services

ColPac EDD expenses work performed towards CDBG Professional Services at the rate of \$95/hr.

Work performed under this contract will be on a not-to-exceed basis towards the \$35,000 Grant Administration budget as established by the City of St. Helens.

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C REQUIRED TERMS FROM CDBG AGREEMENT

This Attachment C supplements the terms of the underlying Personal Services Agreement and other Amendments thereto to set forth terms required by Contract No. P23001, State of Oregon Community Development Block Grant Program Grant Contract ("Grant Agreement"). To the extent of any conflict between the requirements of this Attachment C and the requirements imposed by the underlying Agreement, the more stringent requirement shall control and be imposed so that all legal requirements are fulfilled. The remaining terms of the Agreement remain in full force and effect. The City and the Contractor hereby agree:

1. Required Terms From Grant Agreement.

- (a) All requirements of the Grant Agreement applicable to this Contract are hereby incorporated into this Contract, and Contractor assumes to City all obligations and requirements that are owed to the State under such Grant Agreement as such apply to Contractor.
- (b) Contractor agrees to comply, and cause its agents, contractors, and subcontractors to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following, as they may be amended from time to time:
 - (1) Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the "Act") and with all related applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
 - (2) Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
 - (3) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). For Section 3 covered construction projects receiving more than \$200,000 under this Contract, Recipient shall cause or require the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000.
 - (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (2005);
 - (5) Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3704-3708 (1994), and all regulations promulgated pursuant thereto and all other applicable federal laws and regulations pertaining to labor standards.

- (6) ORS 279C.815 that in certain cases requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on projects in Oregon. Recipient will obtain applicable rates to be paid to workers and other requirements of ORS 279C.815 from the Oregon Bureau of Labor and Industries.
- (7) Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).
- (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
- (9) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), as amended by Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996).
- (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), reprinted as amended in 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
- (11) Exec. Order No. 11,246, 30 F.R. 12319 (1965), as amended by Exec. Order No. 11,375, 32 F.R. 14303 (1967), reprinted in 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
- (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
- (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
- (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.80-35.98 (1997).
- (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4156 (1994).
- (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
- (17) ORS §§294.305-294.565 and other applicable state laws for county and municipal administration.

- (18) Special program and grant administration requirements imposed by OBDD related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and OBDD's 2023 Program Guidelines (Method of Distribution)), which includes requirements regarding "Outcome Performance Measurement Reporting" by City.
- (19) Economic benefit data requested by OBDD from City on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Deadline. Upon such request by OBDD, City shall, at City's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project. Contractor shall participate to the extent necessary for the City to comply.
- (c) Contractor shall comply with the Oregon Public Contracting Code (ORS Chapters 279A, 279B, and 279C, as applicable), Chapter 137 (Divisions 046, 047, 048 and 049) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable. The State of Oregon model rules for public bidding and public contract exemptions shall govern procurements under this Contract if City or its public contract review board does not adopt those, or similar, rules. If City or its public contract review board has adopted similar rules, those rules shall apply.
 - (d) All employers, including Contractor, that employ subject workers in the State of Oregon must comply with ORS §656.017 and provide the required Worker' Compensation coverage, unless such employers are exempt under ORS §656.126. Contractor shall insure that each of its contractors and subcontractors complies with these requirements.
 - (e) If City is subject to an audit required in accordance with 2 C.F.R. part 200, subpart F, Contractor shall participate to the extent necessary for the City to comply.
 - (f) No employee, agent, consultant, officer, or elected or appointed official of City, including Contractor, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter.
 - (g) By execution of the Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.
 - (h) Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established

- by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. For fair housing and equal opportunity purposes, and as applicable, Contractor's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. Contractor acknowledges and agrees that OBDD and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- (i) Contractor agrees that the activities funded by the Grant Funds shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, as they may be amended from time to time, and Recipient, to the extent relevant to its functions, will affirmatively further fair housing.
 - (j) Contractor, to the extent applicable, shall comply with the following as they may be amended from time to time: 36 C.F.R. §§800.1-800.16 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), reprinted as amended in 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), reprinted as amended in 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
 - (k) Contractor shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all Claims. This Section shall survive termination of this Contract.
 - (l) To the extent the State of Oregon is a party in litigation involving a common fact or point of law, any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive

jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.

(m) Contractor hereby certifies:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(n) Contractor shall comply with the attached Exhibit 5A – Conflicts of Interest.

(o) Contractor shall comply with the attached Exhibit 5B – Minority Women and Emerging Small Business.

(p) Contractor shall comply with Exhibit 5E – Required Federal Contract Clauses.

CITY:

By: _____

Name: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Conflict of Interest

24 Code of Federal Regulations Part 570.489(h)

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

Conflict of interest.

(1) Applicability.

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

(2) Conflicts prohibited.

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

(3) Persons covered.

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

(4) Exceptions: Thresholds requirements.

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

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

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

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

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

Activity Report

Minority Women and Emerging Small Business

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

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

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

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

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

Activity Report Explanation of Codes

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

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

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

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

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

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

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

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

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

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

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

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

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency										2. Location (City, State, ZIP Code)				
3a. Name of Contact Person						3b. Phone Number (Including Area Code)				6. Date Submitted				
See Explanation of Codes below														
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	7j.					
									Name	Street	City	State	Zip Code	

7c. Type of Trade Codes:

1 = New Construction
 2 = Education/Training
 3 = Other

7d. Racial / Ethnic Codes:

1 = White Americans
 2 = Black Americans
 3 = Native Americans

4 = Hispanic Americans
 5 = Asian / Pacific Americans
 6 = Hasidic Jews

I

Required Federal Contract Clauses

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

1. Source of Funds

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

2. Conflict of Interest

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

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

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

4. Prohibition on the Use of Federal Funds for Lobbying

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

CERTIFICATION REGARDING LOBBYING

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

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

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

Signed

(Contractor)

Title/Firm

Date

**FIRST AMENDMENT TO
Emery & Sons Construction Group, LLC Progressive Design-Build Contract
for the Design and Construction of the Replacement of the 2.0 MG Reservoir
Project No. W-481**

This agreement is entered into this 18th day of October 2023, by and between the City, (hereinafter "City"), and Emery & Sons Construction Group, LLC . (hereinafter "Contractor").

RECITALS

- A. City and Contractor entered into a Progressive Design-Build Agreement on September 20, 2023, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. The Contractor requested a revision to Article 12, Section 12.20 of the General Conditions which would add clarity to the Waiver of Claims, which has been reviewed and accepted by the City's Attorney.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Replace Progressive Design-Build Agreement General Conditions Article 12, Section 12.20 with the revised General Conditions Article 12, Section 12.20 attached to this amendment.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 18th day of October 2023.

Contractor

Vernon McKenson

Date: 10/10/2023

City

Rick Scholl, Mayor

Date: _____

Attest:

By: _____
Kathy Payne, City Recorder

Final Payment

12.16 This section intentionally left blank. Refer to GMP Amendment.

12.17 This section intentionally left blank.

Design-Builder's Continuing Obligation

12.18 The Design-Builder's obligation to perform and complete the Work in accordance with this Contract shall be absolute and cannot be waived in whole or in part by the City except by express written instrument signed by an authorized City representative. Any such waiver will specifically identify the Work that the City is willing to accept and the manner in which that Work fails to meet the original requirements of the Contract. Accordingly, and by way of example only, none of the following will constitute acceptance of Work not in accordance with this Contract or release the Design-Builder from obligation to perform the Work in accordance with this Contract, regardless of whether any defect, deficiency, or damage is patent or latent:

- A. Any act of acceptance by the City, except in an express written instrument as described above.
- B. Any correction by the City of Defective Work.
- C. Use, operation, or occupancy of the Work or any part of the Work by the City.
- D. Recommendation by City staff for any progress or final payment.
- E. Payment by the City to the Design-Builder.
- F. Issuance of a letter of Substantial Completion.
- G. Issuance of a letter of Final Acceptance.

Design-Builder's Warranty of Title

12.19 The Design-Builder warrants that title to all Work and material covered by any request for payment, whether incorporated in the Work or not, will pass to the City at the time of payment. Title shall be free and clear of all liens, claims, security interests, and encumbrances.

Waiver of Claims

12.20 ~~The acceptance of final payment will constitute a waiver of all claims by the Design-Builder against the City other than those previously made in writing and still unsettled.~~ The acceptance of final payment will constitute a waiver of all claims for payment or additional compensation by the Design-Builder against the City other than those previously made in writing and still unsettled.

**SIXTH AMENDMENT TO
Otak Personal Service Agreement
S. 1st Street and Strand Streets, Road and Utility Extensions, Project No. P-525**

This agreement is entered into this 18th day of October 2023, by and between the City, (hereinafter "City"), and Otak, Inc. (hereinafter "Contractor").

RECITALS

- A. City and Contractor entered into a Personal Service Agreement on March 8, 2021, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. Additional design services and compensation for the S. 1st Street and Strand Streets Road and Utility Extensions project is required to address the undergrounding of utilities and services in the project limits.
- C. The Contractor has provided a Scope of Work and fee estimate per Work Order No. 6 to revise plans and specifications, and provide construction administration related services to the undergrounding of utilities and services in the project limits.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Additional compensation for Work Order No. 6 shall be a not to exceed amount of \$47,743.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 18th day of October 2023.

Contractor

City

Scott Dreher

Digitally signed by Scott Dreher
DN: C=US, E=scott.dreher@otak.com,
O=Otak, OU=Corporate, CN=Scott Dreher
Date: 2023.10.11 07:11:37-07'00'

Scott Dreher, CEO

Date: 10/11/2023

Rick Scholl, Mayor

Date:

Attest:

By:

Kathy Payne, City Recorder

City of St. Helens

S. 1st and Strand Streets, Road and Utility Extensions

Design, Construction, and Permit Documents

Scope of Work

Work Order No. 6

October 10, 2023

Project Understanding

The City of St. Helens has identified the street and utility extensions of Strand Street and S. 1st Street as a catalyst for redevelopment of the prime riverfront property (Veneer Property) along the Columbia River. The improvements will provide multimodal connectivity for the community to the proposed Riverwalk project, historic downtown, existing pathway/trail connections, and support revitalization of the Columbia View Park area as a community gathering place and event space.

As part of the S 1st Street – Strand Street Road and Utilities Extension project, the City will be working with the Columbia River People's Utility District (CRPUD) to underground the overhead power lines. This project necessitates working with a private electrical contractor to underground the electrical services which are currently connected to these overhead power lines, after the main power lines have been undergrounded.

Design Team: Roles and Responsibilities

Firm/Lead	Responsibilities
Otak, Inc. Keith Buisman	Project Management, Civil/Roadway Design and Utility Coordination
R&W Engineering	Utility Design and Coordination

Task 9 – Undergrounding Utilities

The purpose of this task is to develop plans and specifications related to the undergrounding of the electrical services in the City's Riverfront District along S 1st Street from St. Helens to the Tualatin Street Right of way, and Strand Street from Plaza Square to just south of Cowlitz Street. This design work is focused on the connections from the main trench to the individual buildings within the project area.

The bid package will be separated into two phases to aid in construction/relocation. The first phase will include electrical services along S 1st Street between Tualatin and Cowlitz. The second phase will include electrical services along Cowlitz and Strand between City Hall and the existing southern end of Strand.

Task: 9.1 Project Management and Administration

The following items are included:

- Project Management and Administration. The Otak Project Manager will support the City's direction, and control of the services described in this Scope of Work. The City will direct the consultant team regarding engineering activities and team meetings. The City will maintain communication and coordination between consultant staff and other project stakeholders, such as CRPUD.
- Prepare and administer sub-consultant contracts.

- Maintain the document files.

Task: 9.2 Project Coordination, Meetings, and Schedule

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from the City and their designated Project Manager and others as needed. The following items are included within this task:

1. Project Design Review/Coordination Meeting – One (1) design review meeting will be held with R&W, Otak, and City staff. The meeting will be held at the draft design prior to final submittal. This meeting is assumed to be a 60-minute virtual meeting to review the design and go over any City comments.
2. Design Review Meeting – One (1) design review meeting with the CRPUD and R&W (City attendance is optional). Assumed duration of meeting is 1-hr.

The proposed design schedule is as follows:

1. Draft Refined Design Files: Friday, 9/29/23
2. Final Design Deliverables: Thursday, 10/12/23

Schedule will change based on actual kickoff date. Schedule is also subject to change based on unforeseen circumstances such as inclement weather on scheduled kickoff date, illness, etc.

Task 9.4 Undergrounding Utilities: Refined Design

The electrical design will incorporate as much information as possible from design efforts already completed related to the CRPUD design and infrastructure requirements included in the current Otak drawing plans. The electrical drawings will show as much of the utility infrastructure design information as applicable for reference and clarity of project bid and construction, but intent of this aspect of design will be to depict altered customer service connections from new service vaults to existing customer service meters, CT enclosures, and/or demarcation points within the Phase 1 and Phase 2 areas of the project.

This scope of work will:

- Modify the current electrical drawings to incorporate extending linework back to the serving utility transformers, with notation on number and sizes of the various conduits.
- Modify the service details to explicitly show the demolition of the existing service masts (conduits), as applicable, for each service.
- Modify/add additional details, if needed.
- Make minor modifications to the electrical specifications, if required. (None currently anticipated, but we will include some time for potential edits.)

The civil plans will be updated to reflect the latest franchise utility information (received May 1 from the City) in the right-of-way provided by CRPUD, Lumen, Comcast, LS Networks, and Fatbeam. Included in the civil modifications will be driveway approaches and sidewalk replacement associated with the work within existing survey limits (relocations/extensions outside the original survey limits will not be able to show material replacement). The following plans will be modified accordingly:

- Sheets 2M-1 and 2M-2:
 - CRPUD vaults were previously shown on plan sheets. Add other franchise utility boxes/vaults to plans from those utility providers noted above with generic callouts/references for each.
- Sheets 3A through 3J; 3M and 3N
 - CRPUD vaults were previously shown on plan sheets. Add other franchise utility boxes/vaults to plans from those utility providers noted above with generic callouts/references for each.
 - For franchise utility vaults shown mid-block, provide station/offset/elevation at each corner of the vault (four callouts total).
 - For franchise utility handhole boxes shown mid-block, provide station/offset/elevation at center of box only (one total callout).

- Sheets 2F-1 through 2F-10
 - For franchise utility vaults shown at or near corners, provide station/offset/elevation at each corner of the vault (four callouts total).
 - For franchise utility handhole boxes shown at or near corners, provide station/offset/elevation at center of box only (one total callout).
 - Add spot elevations at four different score joint intersections near each vault or handhole to show proposed grade at sidewalk near vault or handhole.

Modify bid tabs to include franchise utility service connections from joint utility trench to edge of right-of-way.

Assumptions:

- CAD base and project title block drawing files will be provided by Otak for use by R&W.
- No new survey work is proposed within this scope of work.
- All assumptions and exclusions from the original agreement are still applicable.

Deliverables:

- Draft submittal shall include:
 - Draft plan sheets electronic (Adobe PDF)
- Final PS&E submittals shall each include:
 - Stamped plan sheets electronic (Adobe PDF)
 - Three, full-sized, hardcopies of the stamped plan sheets

Task 11 – Construction Management Services

The purpose of this task is to provide Construction Management and Inspection services for the duration of the project. The duration of this task is assumed to be from November 2023 through January 2024. The duration of the on-site construction work is assumed to be from November 2023 through January 2024 for substantial completion of the constructed project. Work included within this task is as follows:

Task: 11.1 CM Project Management

This task will be conducted by the City team and will include:

- Project Management and Coordination. This activity is continuous throughout the duration of the Pre-Construction and Construction Phases. The CM Team will support the City's, direction, and control of the services described in this Scope of Work. The City will direct the consultant team regarding overall CM, inspection, engineering activities, and team meetings. The City will maintain communication and coordination between consultant staff, EOR, Construction Contractor, and other project stakeholders.

Assumptions:

- This task is on-going for the full duration of the construction contract and will be handled by the City. (Estimated at 3 months).

Task: 11.2 Pre-construction Phase Services

This task will be conducted by the consultant team and will include:

- Review of contract documents. This activity allows the CM team to familiarize itself with the 100% plans, specifications, and supporting design reports prepared by the EOR.
- Attend and participate in the Pre-Construction Meeting. Prior to the construction phase, it is anticipated that a pre-construction meeting will be held onsite with the Contractor and other stakeholders to serve as an opportunity for formal introduction, collaboration, and schedule discussions.

Assumptions:

- This task assumes pre-construction services will conclude in December 2023 once the construction phase commences.
- This task assumes the participation of up to one (1) Consultant Project Manager, Lead Construction Inspector and one (1) EOR's attend a ninety (90) minute meeting pre-construction meeting and provide meeting notes.

Deliverables

- Prepare for and participate in one ninety (90) minute Pre-Construction meeting.

Task 11.3: Construction Management and Contract Administration

The City will provide day-to-day management and administration of the construction contract. This task will be primarily conducted by the City and will include:

- Monitor overall budget and costs included in the project authorization.
- Monitor and evaluate the construction schedule and determine whether the construction contractor is proceeding in a manner that will result in timely project completion.
- Maintain contact between the Contractor, City, EOR, and stakeholders.
- Respond to daily construction issues and research with appropriate parties to resolve issues at lowest possible level with Contractor.

The consultant will provide the following service under this task:

- The Lead Construction Inspector can authorize minor variations in the work which do not involve an adjustment in the contractor's contract price nor time for construction.

Weekly Construction Progress Meetings

The CM Team will facilitate and attend weekly on-site construction progress meetings with the Construction Project Manager, Lead Inspector, Construction Contractor, and other project stakeholders. Meetings will review project schedule, status of submittals and Requests for Information (RFIs), review of pending change orders, and construction issues for resolution. The CM Team will distribute meeting minutes. Meetings are anticipated to be one hour long each. Meetings to be virtual for design team members.

R&W assumes:

- Attend, virtually, up to (5) construction progress meetings. Meetings assumed to be 1-hr in duration.
- Attend up to (2) on-site construction progress meetings. Meetings assumed to be 1-hr in duration, exclusive of travel time.

Change Orders, Claims, and Disputes

The CM Team will support the City and EOR on contractor-initiated change order requests. The City will vet the request in consultation with the CM team and provide them authorization to produce recommendations for pricing and obtain EOR approval as required. With backup documentation from the CM team, the City will determine final change order pricing and prepare any change order document(s).

Assumptions:

- A maximum of 5 (five) change order requests involving adjustments to contract time and/ or contract cost.
- Administrative change orders that do not require schedule analysis or the production of pricing recommendations are not included in the quantity assumption.

- This task is on-going throughout the duration of the construction contract (estimated at 3 months (September 2023 – December 2023)).
- This task assumes monthly estimates for the full duration of the construction contract for the City to review and approve.
- Assumes supporting the city's review of up to 2 (two) change orders.

Deliverables:

- Meeting agenda and minutes.

Task 11.4: Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals, Provide Plan Revisions)

The CM Team will review construction shop drawings, RFIs, and submittals electronically. The CM Team will log in each submittal/RFI when it arrives, distribute accordingly to appropriate review staff, track the submittal/RFI to ensure a timely response, and log out the reviewed submittal/RFI when it is returned to the construction contractor. This task also includes development of the interpretive content and preparation of the artwork for pedestrian signage.

Assumptions:

- Otak will review, coordinate, and distribute RFI and submittal responses with the City to the contractor.
- This task is on-going throughout the duration of the construction contract and assumes:
 - R&W: (1) original set of submittals, and (1) set of resubmittals. Additional resubmittals may require additional fee. Electrical submittal review budget is based on receiving the original electrical submittal(s) in no more than two, separate packages. "Piece-meal" submittals take longer to review and may require an additional fee.
 - R&W: Respond to up to (10) electrical-related RFIs/RFCs. Additional RFIs/RFCs may require additional fee.
 - Otak: Respond to up to (2) civil related RFIs. Additional RFIs may require additional fee.
 - R&W: Assist with up to (2) electrical-related, Design Team-initiated Potential Change Orders (PCOs). Additional PCOs may require additional fee.

Deliverables

- Submittal and RFI reviews returned to Contractor.
- Draft and Final Design revisions (Full Size PDF's).

Task 11.5: Construction Inspection

There will be no changes to the CM scope of work and hours for inspection that are currently under contract.

R&W will provide up to one (1) observation site visit during construction.

Assumptions:

- Otak will be on-site as scoped under current contract.
- Site Visits:
 - R&W: up to one (1) site visit

Deliverables

- None.

Task 11.6: Final Completion

The CM Team will facilitate project close-out activities with the Construction Contractor, including:

- Monitor punch list work for completion and compliance that has been developed by the city's lead inspector.
- Otak CM will collaborate with Contractor to maintain "dirty" set of redline drawings during construction. Upon completion of construction, hand-drawn as-built drawings will be prepared and submitted to the City and EOR to be drafted electronically only for the utility connections to City Hall shown on Sheet E1.1 and E2.0.

Assumptions:

- Due to the nature of this specific project, we do not anticipate the need for an electrical "punch list" by R&W. Everything up to the meter bases will be inspected by CRPUD to ensure the installation meets their requirements. New work from the meter bases to the main panels (in the few instances required) will be inspected by the local electrical inspector.
- Final electronic As-Built and Record Drawings for the electrical connection to City Hall (sheets E1.1 and E2.0) will be completed and submitted by the EOR.

Deliverables:

- AutoCAD as-built drawings, mylar as-builts (full size), and PDF formats (pdf) (sheets E1.1 and E2.0 only).

S. 1st and Strand Streets - Roadway and Utility Extensions

Fee Estimate

Summary of Otak, Inc. and all Subconsultants

Otak Project # 19823

Task	Description	Otak, Inc.	R&W	Total Hours	Total Budget by Task
9	Undergrounding Utilities				
9.1	Project Management and Administration	36	5	41	\$6,638.00
9.2	Project Coordination, Meetings, and Schedule	6	6	12	\$1,941.00
9.4	Refined Design	80	44	124	\$15,616.00
11	Construction Management Services				
11.1	CM Project Management	28		28	\$4,504.00
11.2	Pre-Construction Phase Services	12	8	20	\$3,008.00
11.3	Construction Management Services	2	25	27	\$3,950.00
11.4	Construction Engineering (RFIs, Review Shop Drawings, and Submittals, Plan Revisions)	14	34	48	\$6,303.00
11.5	Construction Inspection		8	8	\$1,180.00
11.6	Final Completion	12	14	26	\$3,578.00
	<i>Total Hours</i>	190	144	334	
	<i>Total Labor Cost</i>	\$28,218.00	\$18,500.00		\$46,718.00
	<i>Direct Expenses</i>	\$100.00			\$100.00
	<i>Subconsultant Administration</i>	\$925.00			\$925.00
	Project Total	\$29,243.00	\$18,500.00		\$47,743.00

S. 1st and Strand Streets - Roadway and Utility Extensions

Fee Estimate

Otak, Inc.

Otak Project # 19823

Task	Description	Civil Engineer IX	CM Doc Spec III	Engineering Designer IV	Engineering Tech V	Field Rep V	Total Hours	Total Budget by Task
9	Undergrounding Utilities							
9.1	Project Management and Administration	12	24				36	\$5,928.00
9.2	Project Coordination, Meetings, and Schedule	3	3				6	\$1,056.00
9.4	Refined Design	8		28	44		80	\$10,636.00
11	Construction Management Services							
11.1	CM Project Management	8	12			8	28	\$4,504.00
11.2	Pre-Construction Phase Services	2	4			6	12	\$1,828.00
11.3	Construction Management Services	2					2	\$420.00
11.4	Construction Engineering (RFIs, Review Shop Drawings, and Submittals, Plan Revisions)	2	4	6		2	14	\$2,018.00
11.5	Construction Inspection							
11.6	Final Completion	2	4			6	12	\$1,828.00
	<i>Total Hours</i>	39	51	34	44	22	190	
	<i>Current Billing Rate</i>	\$210.00	\$142.00	\$125.00	\$124.00	\$140.00		
	<i>Total Labor Cost</i>	\$8,190.00	\$7,242.00	\$4,250.00	\$5,456.00	\$3,080.00		\$28,218.00
	<i>Direct Expenses</i>							\$100.00
	<i>Subconsultant Administration</i>							\$925.00
	Project Total							\$29,243.00

S. 1st and Strand Streets - Roadway and Utility Extensions

Fee Estimate

R&W

Otak Project # 19823

Task	Description	Senior Engineer II	Senior Tech I	Project Support	Clerical/Admin		Total Hours	Total Budget by Task
9	Undergrounding Utilities							
9.1	Project Management and Administration	3.0		2.0			5	\$710.00
9.2	Project Coordination, Meetings, and Schedule	3.0	3.0				6	\$885.00
9.4	Refined Design	8.0	16.0	20.0			44	\$4,980.00
11	Construction Management Services							
11.1	CM Project Management							
11.2	Pre-Construction Phase Services	4.0	4.0				8	\$1,180.00
11.3	Construction Management Services	11.0	12.0	2.0			25	\$3,530.00
11.4	Construction Engineering (RFIs, Review Shop Drawings, and Submittals, Plan Revisions)	9.0	18.0	7.0			34	\$4,285.00
11.5	Construction Inspection	4.0	4.0				8	\$1,180.00
11.6	Final Completion	4	6	4			14	\$1,750.00
	<i>Total Hours</i>	46	63	35			144	
	<i>Billing Rate</i>	\$180.00	\$115.00	\$85.00	\$57.00			
	<i>Total Labor Cost</i>	\$8,280.00	\$7,245.00	\$2,975.00				\$18,500.00
	<i>Direct Expenses</i>							
	Project Total							\$18,500.00

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Contract**”), dated _____, 2023, is entered into between **City of St. Helens**, a political subdivision of the State of Oregon (“**Seller**”); and **Leahy Investments LLC**, an Oregon limited liability company (“**Buyer**”).

RECITALS

A. Seller owns an approximately +/- 0.22 acre parcel of real property located between Kindre Street and Kelly Street in the City of St. Helens, State of Oregon (Tax Map/Lot # 4104-BB-03000), as more particularly described in **Exhibit A**.

B. For purposes of this Contract, the term “**Property**” shall mean the parcel of land described in Recital A above, together with all improvements located on such parcel, all easements and other rights and privileges appurtenant to such parcel, and any development approvals or permits relating to such parcel.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions set forth in this Contract.

1. **Purchase Consideration at Closing**. The consideration paid to Seller by Buyer for the Property shall be 3,600 cubic yards of structural fill material, the quality of which shall be acceptable to Seller in its commercially reasonable discretion (the “**Purchase Consideration**”). The Purchase Consideration has been previously delivered into Seller’s possession, and such Purchase Consideration will be held pending Closing, at which time the Purchase Consideration shall be released to Seller.

2. **Due Diligence**. Buyer acknowledges that Buyer, and its agents and representatives, have had the opportunity to go on the Property for the purpose of conducting soil tests, surveys, phase I environmental site assessments and other investigations, and undertaking such other activities as are appropriate to planning Buyer’s acquisition of the Property. Prior to Closing, the results of all soil tests, surveys, phase I environmental site assessments, and other investigations of the Property undertaken by Buyer shall not be disclosed to any third party or governmental entity without the prior written consent of Seller, unless such disclosure is required by law or is required in connection with obtaining any necessary permits or approvals; provided, however, that Buyer shall be permitted to disclose such results to its design professionals, consultants, attorneys, and potential lenders and investors, provided that such parties have been advised of the foregoing confidentiality obligation.

3. **Closing**. The closing of this transaction (the “**Closing**”) shall occur in the manner and location agreed upon by the parties on _____, 2023, or such earlier date that the parties may agree upon (the “**Closing Date**”).

4. **Closing Documents**.

(a) At the Closing, Seller shall execute, notarize, and deliver to Buyer a bargain and sale deed (the “**Deed**”), conveying fee simple title to the Property free and clear of all liens and encumbrances except the following items (collectively referred to as the “**Permitted Exceptions**”): (1) ad valorem real property taxes for the calendar year of sale (to be prorated as of the Closing Date), if any, (2) municipal, zoning and subdivision laws and ordinances, (3) rights-of-way of

public streets, (4) matters which would be disclosed by an accurate survey of the Property, and (5) all matters of record affecting the Property.

(b) At Closing, Buyer shall execute, notarize, and deliver to Seller an easement in the form attached hereto as Exhibit B, for Seller to record and which shall grant Seller the easement rights with respect to the Property described in such easement agreement.

Seller shall deliver exclusive possession of the Property to Buyer on the Closing Date.

5. **Closing Expenses**. Seller shall be responsible for the cost of preparing the Deed. Buyer will be responsible for any diligence costs it incurred. The parties will each be responsible for all of their other closing costs, including their respective attorneys' fees.

6. **Property Taxes**. Ad valorem taxes on the Property for the year in which the Closing occurs, if any, shall be prorated to the Closing Date on a calendar year basis. If the actual amount of those taxes and assessments is not known on the Closing Date, they shall be prorated on the basis of the amount of taxes and assessments payable for prior year, and shall be adjusted between the parties when the actual amount of taxes and assessments payable in the year of Closing is known to Buyer and Seller. Buyer shall be solely responsible for paying any impact fees or tap fees for water and sewer services resulting from any future development of the Property. The provisions of this Section 6 shall survive Closing.

7. **Representations and Warranties of Seller**. Seller represents and warrants to Buyer as follows:

(a) **Non-Contravention**. The execution and performance of this Contract by Seller, and the Closing contemplated by this Contract, will not conflict with any provision of law applicable to Seller, nor will it result in the breach of any provision of, or constitute a default under, any agreement or instrument to which Seller is a party or by which Seller is bound.

(b) **Authorization and Execution**. This Contract and the documents to be delivered by Seller at the Closing have been or will be duly authorized by all necessary governmental approvals and actions on the part of Seller, and have been or will be duly executed and delivered by Seller.

The representations and warranties of Seller set forth in this Section 8 shall survive Closing for a period of six (6) months. If Buyer discovers after Closing that any representation and warranty made by Seller that is of a material nature is not true in any material respect, Buyer shall have the right to pursue any available remedy against Seller, including the recovery of actual damages, but excluding any consequential damages.

8. **Property Purchased "AS IS"**. Except as expressly set forth in this Contract, the Property is being sold and conveyed "as is" and "with all faults" and Seller has not made, does not make, and hereby disclaims any and all express or implied representations and warranties regarding or relating to the condition, suitability for any particular purpose, susceptibility to flooding, value, marketability, zoning of the Property, or with respect to use and occupancy restrictions, compliance with environmental laws and laws and regulations relating to hazardous substances, toxic wastes and underground storage tanks, and all legal requirements affecting or relating to the Property. Purchaser hereby agrees that approval or deemed approval of the Property and proceeding with Closing shall constitute an acknowledgment that Purchaser (i) has concluded whatever studies, tests, and investigations Purchaser desired to conduct relating to the Property including, without limitation, economic reviews and analyses, soils tests, engineering analyses, environmental analyses and analysis of any applicable records of the planning, building, public works or any other governmental or quasi-governmental organization having or asserting jurisdiction over the

Property; (ii) has reviewed and read (or has elected not to do so) and has understood all instruments affecting the Property and/or its value which Purchaser deems relevant, including, without limiting the generality of the foregoing, all documents referred to in the Commitment and all leases, operating statements, demographic studies and market analyses; (iii) and its consultants have made all such independent studies, analyses and investigations, as Purchaser has deemed necessary, including, without limitation, those relating to environmental matters and the leasing, occupancy and income of the Property; (iv) is relying solely on the express representations and warranties contained in this Agreement and on its own investigations as to the Property and its value, and Purchaser accepts the risk that its investigations may fail to reveal certain adverse physical, economic or other conditions (including, without limitation, adverse environmental conditions (including, without limitation, soils and groundwater conditions) and status of compliance with the requirements of the Americans With Disabilities Act of 1990 or the Fair Housing Act of 1968, as amended); and (v) that Seller has given Purchaser every opportunity to consider, inspect and review to its satisfaction the physical, environmental, economic and legal condition of the Property and all files and information in Seller's possession which Purchaser deems material to the purchase of the Property. Buyer acknowledges that, except as expressly set forth in this Contract, no such representations or warranties, express or implied, have been made. The terms and covenants of this Section 9 shall survive the Closing and the delivery of the deed for the Property or any termination of this Contract.

9. **Survival.** None of the terms, covenants, conditions, representations, warranties and agreements of this Contract shall survive the Closing Date, except as otherwise expressly provided to the contrary in this Contract.

10. **Real Estate Commissions.** Buyer and Seller represent and warrant to each other that no brokers' or real estate commissions will be due as a result of the sale of the Property from their respective actions. Seller agrees to indemnify, defend and save harmless Buyer from and against any cost and expense (including reasonable attorneys' fees) incurred by Buyer as a result of the untruth of the foregoing representation by Seller, or any claims by a broker for payment of a commission by Buyer based upon the actions of Seller. Buyer agrees to indemnify, defend and save harmless the Seller from and against any cost and expense (including reasonable attorneys' fees) incurred by Seller as a result of the untruth of the foregoing representation by Buyer, or any claims by a broker for payment of a commission by Seller based upon the actions of Buyer. The terms and covenants of this Section 11 shall survive the Closing.

11. **Assignment.** Buyer shall have the right to assign this Contract, and its rights hereunder, without the necessity of obtaining the prior consent of Seller, only to: (a) any entity that is controlled by Buyer (including but not limited to a joint venture in which Buyer is, directly or indirectly, a manager or managing general partner), that controls Buyer or that is under common control with Buyer. No other assignment of Buyer's rights under this Contract shall be permitted without first obtaining Seller's written consent, which may be granted, withheld or conditioned in Seller's sole discretion.

12. **Default.** If Seller defaults in its obligations under this Contract for any reason except for a default by Buyer, Buyer may, as Buyer's exclusive remedies against Seller for Seller's default, to terminate this Contract by delivery of written notice to Seller, in which event Buyer shall be entitled to be reimbursed by Seller for the reasonable and documented out-of-pocket expenses incurred by Buyer in connection with this transaction, not to exceed Five Thousand and No/100 Dollars (\$5,000), which shall be construed as full liquidated damages, and neither party shall have any further rights or obligations regarding this Contract other than the Surviving Obligations.

The foregoing limitations of remedies and liquidated damages provisions shall not apply to the indemnities given by the parties under this Agreement, which such indemnities will survive the termination of this Agreement.

13. **Time of the Essence.** The parties agree that time shall be of the essence in the performance of all of the terms and conditions of this Contract. If the time period by which any right, option or election provided under this Contract must be exercised, or by which any act must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to and through the next day which is not a Saturday, Sunday or a holiday.

14. **Captions.** Paragraph headings or captions appearing in this Contract are for convenience only, are not a part of this Contract, and are not to be considered in interpreting this Contract.

15. **Entire Agreement.** The parties acknowledge that this Contract contains the entire agreement between the parties with respect to the Property, and supersedes any prior oral or written understandings. No modification of this Contract and no waiver of any of its terms or conditions shall be effective unless made in writing and duly executed by both parties.

16. **Successors and Assigns.** This Contract shall be binding on the parties and their respective successors and permitted assigns.

17. **Notices.** Any notice, consent or other communication permitted or required by this Contract shall be in writing, and shall be given to each party, at the address set forth below, in the following manner: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (e) email (sent with delivery confirmation). Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of any email delivered after 5 pm Pacific Time, as of the next business day after receipt or refusal to accept delivery. Unless and until changed as provided below, the addresses for notices given pursuant to this Contract shall be as follows:

to Buyer: Leahy Investments LLC
121 SW Morrison #600
Portland, Oregon 97204
Attention: Kenneth Leahy

to Seller: City of St. Helens
c/o City Administrator
265 Strand Street,
St. Helens, OR 97051

18. **Controlling Law.** This Contract has been made and entered into under the laws of the State of Oregon, and those laws shall control the interpretation of this Contract.

19. **Counterparts.** This Contract may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties, but all of which shall be construed together as a single instrument. This Contract may be signed by either party via facsimile, provided, however, that an original counterpart of such signature page is promptly forwarded to the other party.

20. **Oregon Statutory Warning (ORS 93.040(2)).** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS

DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

SELLER:

City of St. Helens, a political subdivision of the State of Oregon

By: _____
Name: _____
Title: _____

Date executed: _____, 2023

Reviewed as to Form:

By:
City Attorney

BUYER:

Leahy Investments, LLC, an Oregon limited liability company

By: _____
Name: _____
Title: _____

Date executed: _____, 2023

EXHIBIT A

Legal Description

Parcel I

Beginning at the most westerly corner of Lot 6, Block 7 of Georgetown, now within the corporate limits of the City of St. Helens, Columbia County, Oregon, as per plat on file and of record thereof; thence North $63^{\circ} 51'$ West 40.0 feet to the true point of beginning of the following described property: thence North $63^{\circ} 51'$ West a distance of 80.0 feet; thence North $26^{\circ} 09'$ East a distance of 94.62 feet; thence South $49^{\circ} 59'$ East a distance of 82.4 feet; thence South $26^{\circ} 09'$ West a distance of 74.87 feet to the true point of beginning.

Parcel II

Beginning at the most westerly corner of Lot 6, Block 7 of Georgetown, now within the corporate limits of the City of St. Helens, Columbia County, Oregon, as per plat on file and of record thereof; thence North $63^{\circ} 51'$ West a distance of 40.0 feet; thence North $26^{\circ} 09'$ East a distance of 74.87 feet; thence South $49^{\circ} 59'$ East a distance of 41.2 feet to the westerly line of said Georgetown; thence South $26^{\circ} 09'$ West a distance of 65.0 feet to the point of beginning.

Exhibit B
Easement Form

[See attached]

AFTER RECORDING RETURN TO:

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

GRANTOR:

Leahy Investments LLC
121 SW Morrison #600
Portland, Oregon 97204
Attention: Kenneth Leahy

GRANTEE:

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

▲ This Space for Recorder's Use Only ▲

PUBLIC SEWER EASEMENT

In consideration of \$0, **Leahy Investments LLC**, an Oregon limited liability company, hereinafter referred to as the **Grantor**, conveys to the **City of St. Helens**, a municipal corporation, **Grantee**, a perpetual non-exclusive sewer easement to use an area which is located as follows across the property of Grantor, to wit:

A portion of the property described as:

Parcel I

Beginning at the most westerly corner of Lot 6, Block 7 of Georgetown, now within the corporate limits of the City of St. Helens, Columbia County, Oregon, as per plat on file and of record thereof; thence North 63° 51' West 40.0 feet to the true point of beginning of the following described property: thence North 63° 51' West a distance of 80.0 feet; thence North 26° 09' East a distance of 94.62 feet; thence South 49° 59' East a distance of 82.4 feet; thence South 26° 09' West a distance of 74.87 feet to the true point of beginning.

Parcel II

Beginning at the most westerly corner of Lot 6, Block 7 of Georgetown, now within the corporate limits of the City of St. Helens, Columbia County, Oregon, as per plat on file and of record thereof; thence North 63° 51' West a distance of 40.0 feet; thence North 26° 09' East a distance of 74.87 feet; thence South 49° 59' East a distance of 41.2 feet to the westerly line of said Georgetown; thence South 26° 09' West a distance of 65.0 feet to the point of beginning.

Said property located in the Northwest One-Quarter of the Northwest One-Quarter of Section 4, Township 4 North, Range 1 West, Willamette Meridian, City of St. Helens, Columbia County, Oregon and more particularly described as follows:

A ten-foot-wide area parallel and adjacent to the Northeast property line, extending entirely between the Northwest and Southeast property lines.

SEE ATTACHED:

EXHIBIT A, MAP OF EASEMENT LEGAL DESCRIPTION

DEED REFERENCE NO:

Deed Book/Page 124/259 and 124/334

The terms of this easement are as follows:

1. Grantee, its agents, independent contractor, and invitees shall use the easement for installation, maintenance, and repair of a sewer line and related infrastructure therein.
2. Grantee agrees to indemnify and defend Grantor from any loss, claim, or liability to grantor arising in any manner out of the Grantee's use of easement.
3. Grantee has the right of reasonable access to construct, reconstruct, maintain, and repair the sewer line and related infrastructure.
4. Grantee, upon construction of the sewer line and related infrastructure, or upon reconstruction, maintenance, and repair shall return the surface of the property to the condition it was prior to the work.
5. Grantor reserves the right to use the easement to construct driveways, paving, landscaping, and fill, provided the Grantor shall not construct or maintain any building or structure which would interfere with the rights herein granted.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this

_____ day of _____, 20____.

CORPORATION NAME

Leahy Investments, LLC, an Oregon limited liability company

By _____ (Printed Name) _____ (Signature)

STATE OF _____)
)ss.
 COUNTY OF _____)

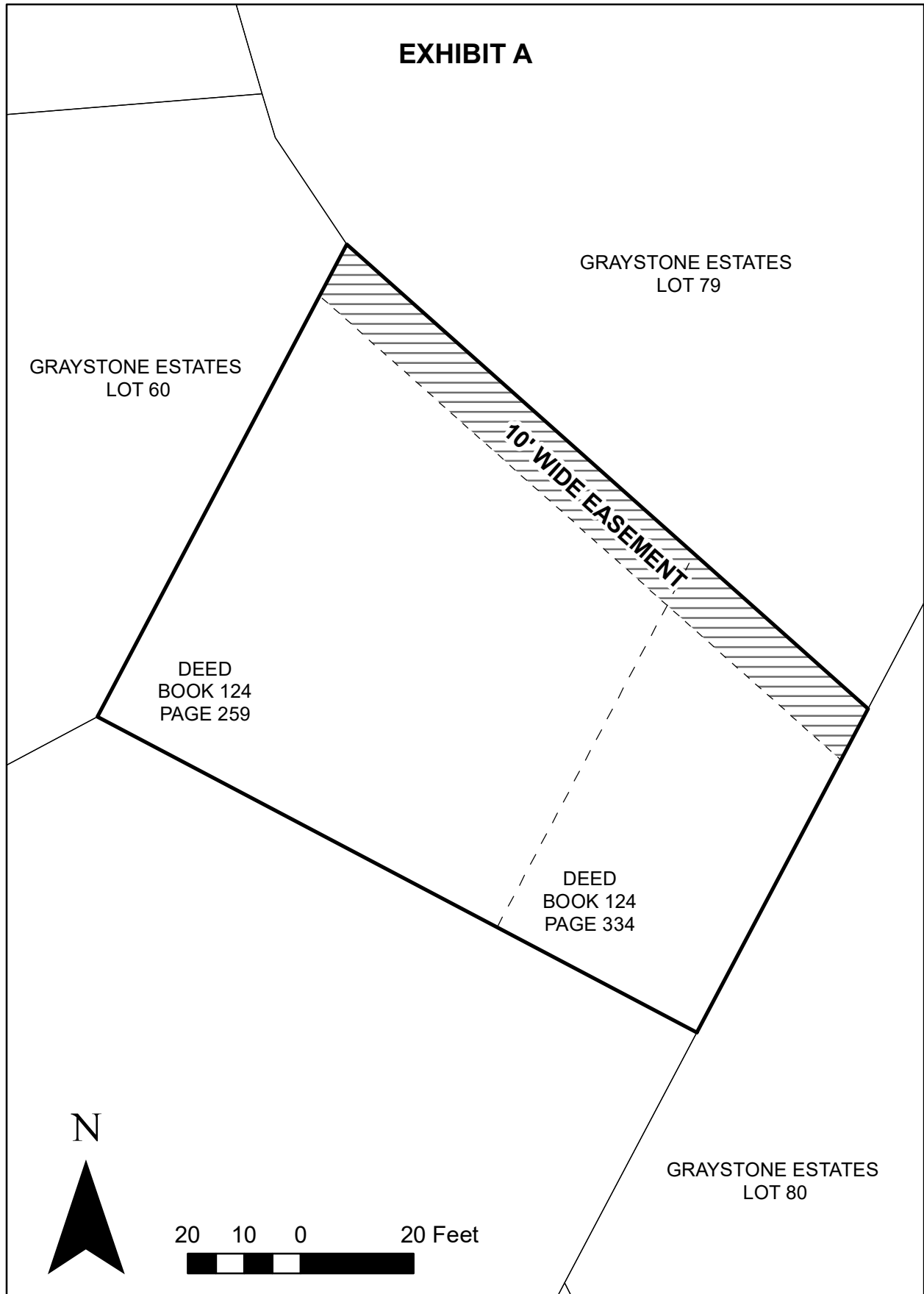
The foregoing Instrument as acknowledged before me this _____ day of _____,
20____,

By: _____, as _____ of
(Individual) (individual's position with corporation)

Leahy Investments, LLC, a corporation on behalf of the corporation.

Notary Public of _____

My Commission Expires: _____



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

Members Present

Rob Dunn, Past Chair
 Melisa Gaelrun-Maggi
 Ellen Jacobson
 Jana Mann, Chair
 Aaron Martin, Vice Chair
 Lynne Pettit
 Fatima Salas
 Jessica Sturdivant
 Diana Wiener

Members Absent

Guests

Nick Hellmich
 Jared Stram

Councilors in Attendance

Staff Present

Suzanne Bishop, Library Director
 Dan Dieter, Library Board Secretary



CALL MEETING TO ORDER: The meeting was called to order at 7:20 p.m. by Chair Mann.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: N/A

PREVIOUS MEETING MINUTES: Minutes from July 10, 2023, were reviewed and approved.

OLD BUSINESS: STRATEGIC PLAN UPDATE: Director Bishop stated that the strategic plan was reviewed and approved by City Council at their August meeting. The subcommittee assigned to review the current library mission statement will be meeting after tonight's board meeting. Assigned to the committee are members Jacobson, Salas, and Sturdivant, and Director Bishop.

NEW BUSINESS: Member Dunn asked about the impact of Halloweentown activities.

The library will host a table at the Kiwanis St Helens Day Breakers Children's Fair. [The Fair will be held on October 28 from 10:00 am to 4:00 pm at the McBride School.] Youth Librarian Keeney will be putting together a dance party. The library parking lot might be used for overflow parking for the events held downtown as part of Halloweentown. Member Martin asked about the status of volunteers to run the Makerspace. Director Bishop stated that the library is talking to staff at the Portland Community College Oregon Manufacturing Innovation Center (PCC OMIC) about coordinating for programs. Director Bishop stated that it has been difficult to organize people to run programs in the Makerspace, but that the City has discussed the possibility of using funding from a potential land sale to fund a Makerspace Technician as well as an additional police officer for two years.

LIBRARY DIRECTOR'S REPORT: Director Bishop stated that the Summer Library Challenge ended with 302 child participants reading 105,839 minutes, 65 teen participants reading 56,436 minutes and 135 adult participants reading 116,571 minutes. There were eight children's programs – including one on carnivorous plants and one with The Reptile Man – which were very popular. Library Technician Woodruff will start the DIY program on the second Tuesday of the month. We are still receiving COVID-19 tests from the Columbia County Health Department and there appears to be an uptick in the reported cases. The library will replace the obsolete security camera system sometime this year. The cost, estimated to be between \$15,000 and \$17,000 is already in the budget. The part-time library assistants are currently completing training on communication, and there is some training on neurodivergence training that is next. The library will continue to act as an alternative cooling center site for the City. The Senior Center is currently designated as the primary location. The library is trying to tie into the work of Save Lives Oregon and their work serving members of the community struggling with substance use. The Ford Family Foundation is supporting the GRO Oregon initiative, which is helping small businesses develop. There is the possibility of getting funding to create a resource space behind the non-fiction section as well as expand online databases specific to small businesses. The "If I Were Mayor" student contest was recently highlighted, and Mayor Scholl had some great interaction with local youth. Director Bishop wanted to extend a formal thank you to former Councilor Birkle for his roll as the Council Liaison for the library board. Reference Librarian Herren-Kenaga was recently voted onto the Oregon Library Association Public Library Division Executive Board in Position #2. She is also busy preparing for the biennial genealogy conference. This year's theme is "Rivers of Wonder" and will be held September 15 through September 17 in the Columbia Center. The last conference had 66 participants. We still need volunteers if anyone can help. The group also discussed suggested training topics, including elder abuse and suicide intervention.

CITY COUNCILOR'S REPORT: N/A

DISCUSSION ITEMS: The book club will be meeting Tuesday September 19 from 7:15 to 8:15 in the Armstrong Room. Library Assistant Johnson has chosen "The Guernsey Literary and Potato Peel Pie Society" as this month's book. The Writer's Guild is starting to prepare for this years National Novel Writer's Month (NaNoWriMo). This year

Scappoose will also be hosting a group.

SUMMARIZE ACTION ITEMS: Director Bishop will start the Zoom meeting with members Salas, Jacobson, and Sturdivant for the Mission Statement subcommittee after this meeting is adjourned.

NEXT MEETING: The next regularly scheduled meeting will be Monday, October 9, 2023, at 7:15 p.m. via Zoom.

ADJOURNMENT: Chair Mann adjourned the meeting at 8:03 p.m.

✂

Respectfully submitted by:

Library Board Secretary, Dan Dieter

2022-2023 Library Board Attendance Record

Item #8.

P=Present E=Excused Absence U=Unexcused Absence

Date	Dunn	Gaelrun-Maggi	Jacobson	Mann	Martin	Pettit	Salas	Sturdivant	Wiener
07-10-2023	P	P	P	P	P	P	P	P	U
08-14-2023	Canceled								
09-11-2023	P	P	P	P	P	P	P	P	P
10-09-2023									
11-13-2023									
12-11-2023									
01-08-2024									
02-12-2024									
03-11-2024									
04-08-2024									
05-13-2024									
06-10-2024									



PARKS AND TRAILS COMMISSION

Monday, September 11, 2023 at 4:00 PM

APPROVED MINUTES

MEMBERS PRESENT

Chair Dana Lathrope
 Vice Chair Lynne Pettit
 Commissioner Howard Blumenthal
 Commissioner Jacob Woodruff
 Commissioner Scott Jacobson
 Commissioner Brian Long

MEMBERS ABSENT

Commissioner Jerry Belcher
 Commissioner Paul Barlow

STAFF PRESENT

Brandon Sundeen, City Council
 Melisa Gaelrun-Maggi, Parks Administrative Assistant
 Buck Tupper, Facilities Maintenance Supervisor

CALL TO ORDER 4:10pm

APPROVAL OF MINUTES

1. Approve August 14th, 2023 Minutes

Edit by Commission Pettit.

Motion made by Commissioner Blumenthal, Seconded by Commissioner Jacobson.

Voting Yea: Chair Lathrope, Vice Chair Pettit, Commissioner Woodruff, Commissioner Long

NEW BUSINESS

3. Japanese Garden Update - Pettit

No new updates. Need to organize a cleanup day soon.

4. New Commission Nominee - Lathrope

The Commission recommended Lacy Tolles to Parks and Trails Commission. She has a background in grant writing that they feel will be useful. Counciler Sundeen will pass the recommendation on to City Council.

5. Bicycles in parks - Blumenthal

Blumenthal has noticed bike skid marks in the gravel on the trails in Nob Hill Nature Park. Buck Tupper clarified that an electric bike is a motorized vehicle, and they are not allowed on the trails in the parks.

Blumenthal would like to add something about this in the City newsletter. Buck Tupper thought maybe a reminder on social media would be better. Lathrope asked what protocol would need to be followed to change the signs to clarify these rules. Buck Tupper said he would investigate it.

6. Future of Nob Hill - Blumenthal

Blumenthal is worried about how to preserve the Nob Hill nature park with the Waterfront Development. Pettit feels that the dusk to dawn sign should be sufficient and that they should not borrow trouble and assume that more traffic will destroy Nob Hill. Blumenthal feels that more talk is needed. Lathrope asked him to do some homework on other parks with nature trails that have larger populations.

OLD BUSINESS

7. Council and Commission Debriefs - Lathrope

Lathrope asked for any reports from any council meetings attended. There were no reports.

Jacobson mentioned that there were sprinklers watering at 6th Street Park. Buck Tupper responded that they were doing that to soften the ground so that they could till it. Pettit asked when and if they could get water to Civic Pride Park. Buck Tupper said that he will investigate it. Lathrope feels that Civic Pride Park would be a good place for a community garden.

8. PTC Liaison Schedule - Lathrope

Lathrope pulled up the calendar of City meetings and asked for volunteers to attend each in order to not miss any information that might pertain to parks.

9. Special Use Permit Review - Lathrope

Lathrope went through pages of the Special Use permit and asked for questions and comments. Jacobson suggested that the City be the one to provide the event insurance instead of the applicant providing their own. Jacobson has concerns about private security on public land. Jacobson doesn't want the name Hudson Garbage on the application for waste disposal, he wants the applicant to search the internet for themselves to find Hudson Garbage. Jacobson does not like the idea of pre-event meetings. Buck Tupper and Melisa Gaelrun-Maggi explained more of the pre-event meeting process and its open discussion forum.

NOTE: Per October Meeting, Jacobson would like it noted that he didn't mean for it to sound like he did not like the idea of pre-event meetings. He just does not care for any verbal communication.

It was asked how the Police Chief approves the permits. It was stated that we trust the Chief's knowledge and opinion.

ACTION ITEMS

More conversation needs to be had about how to receive donations. Lathrope would like to talk about the creation of a Parks Friends group.

Blumenthal has questions about how he was paid out in the past from the City. He was advised to ask them directly from the City Finance Director.

STAFF REPORT

Construction has begun on the Veterans Memorial, and it should be done by Veterans Day. Sundeen and Tupper would like to update the no smoking signs in the parks and brought a couple examples for the Commissioners to look over.

Some homework has been done on fire safety and a thirty feet parameter is the goal as well as a fire danger sign during the worst of the season. We will be following the Forestry Department Levels as a guide.

COUNCILOR'S REPORT

Councilor Sundeen appreciates the talk about sign updates in the parks. While he knows it won't stop everyone, he hopes it will help.

He is looking forward to the changes at the Veteran's Memorial, Columbia View Park, and the Police station.

Sundeen wanted to remind all the Commissioners to track and turn in their volunteer hours.

DISCUSSION ITEMS

Blumenthal mentioned that nine people showed up at the work party at Nob Hill on Saturday. They planted new plants and re-graveled trails.

Jacobson would like traffic lane changes at Gable Rd. Tupper feels that would be quite a project that would entail ODOT and the railroad.

ADJOURNMENT 5:58pm

City of St. Helens
Consent Agenda for Approval
CITY COUNCIL MINUTES

Presented for approval on this 18th day of October, 2023 are the following Council minutes:

2023

- Regular Session and Executive Session Minutes dated October 4, 2023

After Approval of Council Minutes:

- ☐ Scan as PDF Searchable
- ☐ Make one double-sided, hole-punched copy and send to Library Reference
- ☐ Minutes related to hearings and deliberations get copied to working file
- ☐ Save PDF in Minutes folder
- ☐ Update file name & signature block on Word document & copy Word document into Council minutes folder in Shared Drive
- ☐ Upload & publish in MuniCode
- ☐ Email minutes link to distribution list
- ☐ Add minutes to HPRMS
- ☐ Add packet and exhibits to HPRMS
- ☐ File original in Vault
- ☐ Update minutes spreadsheet



COUNCIL REGULAR SESSION

Wednesday, October 04, 2023

DRAFT MINUTES

MEMBERS PRESENT

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

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Tina Curry, Contracted Event Coordinator

OTHERS

Arthur Leskowich	Steve Toschi	Jen Massey	Drew Layda
Ron Trommlitz	Eddie Dunton	Bobbe Trommlitz	B. Gaston
Steve Topaz	Robyn Toschi	Thao Tu	Jenni Gilbert
Jennica Burks	Amanda G.	Mercedes Massey	Adam St. Pierre

CALL REGULAR SESSION TO ORDER – 7:00 p.m.

PLEDGE OF ALLEGIANCE

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

- ◆ Bobbe Trommlitz. She believes that Sue Nelson and Matt Brown determined that the City needed an additional source of revenue. A proposal in December 2019, resulted in a Storm Drain Utility Fee being added to bills. It affected customers residing outside city limits who purchase water from the City. When it was added to their bill in April 2020, with no notification, she and her neighbors contacted the City. They were told that they needed to pay the fee because they drove on the City roads to access their property. The City is misleading, using secrecy and silence, and no explanation for their actions. It leads to a distrust in City government decisions.
- ◆ Ron Trommlitz. He assumes that the attorney was not consulted on the letters written by Matt Brown and Sue Nelson. The City should have closely examined the intent of the ordinance and how it would affect the properties. When the City emailed him to explain the charge, he forwarded it to the Spotlight newspaper. He noted that all the properties on the north side of Pittsburg Road drain into the ditch. People who are purchasing water from the City are paying a storm drain fee but being told it's to drive on City roads. McNulty Water users don't pay a fee. The Spotlight printed his letter, followed by the City refunding their money and removing the Storm Drain fee from future bills. He thanked the Spotlight for printing the letter and proving what can be accomplished. The City had no explanation and created confusion, which reflects on the City's abilities.

Mayor Scholl reported that Jennifer Massey requested to be added to the agenda. At the time of the request, he informed her it was too late to be added but would give her some extra time to speak.

- ◆ Jennifer Massey, FAFODDS. She assumes that most of the Council has read their social media post. She's disappointed that they even have to be here. She said at the last meeting that they are one incident or injury away from not having 24-hour coverage. Right at that time, another officer was injured. They are a close-knit family and the officers talk, so they learn things quickly. She read the post into the record:

"Bye-bye to 24-hour POLICE coverage for St. Helens residents. Even worse is that serious crime case investigations will be in desolate peril. Defunding the Police is the same as not funding them.

There are not enough police officers, and now, we are losing a detective to backfill the road. The impact on our residents who rely on our detectives to promptly follow up on their criminal cases will be felt immediately. Victims of crime will experience lengthy delays while the suspects continue to victimize residents due to insufficient police officers. The remaining detective will inherit all the criminal investigations, with an average of 60 new cases monthly. Victims in our city will not get a resolution to their crimes or justice for their cases, and criminals will continue to prey upon our residents. Look at how much fentanyl has been taken off the streets; look at the child crime cases that have been investigated, and people have been prosecuted. What will happen now? What about domestic violence cases, stalking, elder abuse, fraud, computer crimes, sex abuse, homicides, and harassment cases? Unacceptable for us to lose this.

I understand; you want to avoid reading this because it's long. However, you should since it concerns community policing issues. We are in trouble here, and not the chicken little sky is falling type. We have been discussing it for months, and it is coming to fruition.

If you care about policing in St. Helens or having detectives investigate crimes, take time out of your busy schedule to show up this Wednesday at 7pm for the regularly scheduled St. Helens City Council meeting and let your voices be heard.

We have said it for months, and all we get is lip service. "we are working on it." Now, it appears it is too late. Who is to blame, and who is going to fix this?

In St. Helens, we support waterfront projects, tourism like crazy, libraries, public works, and vast apartments with thousands of people, but we don't appear to support public safety. Let's drive more people into our town but not staff those caring for us. Enough.

Based on the information I have gathered; the detective workload has increased by 43% from 2022 to date. My understanding is that in the Spring of this year, the chief and lieutenant mapped out the workload of the detectives in their report, and it seems that information needed to be recovered in the discussion.

To my knowledge, effective December 1, 2023, if not sooner, one detective will be transferred back to patrol to relieve the already overworked patrol staff, and I think this may have already happened. This transfer results appears to be from the city leadership continuing to ignore the constant request to staff the police department adequately. Since the Spring of 2023, residents have been told by City Administrator John Walsh that he and the finance director are "looking" at ways to find the funding. It appears this boilerplate answer is given every time a resident or council member asks about filing for a vacant position. As a result of the neglect to prioritize public safety by properly staffing the police department to the recommended 27 officers, residents will now face a substantial delay in receiving police investigative services, if they receive any at all.

Weekly, the hard work of the men and women of the St. Helens Police Department is on display in our local media. The council likes to praise the excellent work being done daily yet ignores the pleas for help

from the officers and public comments provided at meetings. The City Council discusses our local fire department instead of ways to increase police staffing. The same applies to the recent CCSO levy. Our city council (some of them) was engrained in a spirited discussion about funding an agency that doesn't even serve our residents yet takes zero action on increasing staffing for the police agencies that serve 15K residents. We spoke out about the levy specifically for the reasons our residents in St. Helens need to fund our police staffing. The City Council and City Administrator have known the staffing challenges in SHPD for years yet fails to do anything to fix the problem.

Within a few months, our city will NOT have 24/7 on-duty officers, and I understand the town needs a language in its current agreement with the police union that allows officers to be called out for emergencies after hours. I also believe there are officers who are on light duty for three months, then will lose two more to those awaiting medical surgery upon their return. In the summer of 2024, 3 officers will retire, and the officers currently in training will not be ready to cover those positions. We are also hearing that talk has already begun inside the police department about the staffing shortages and looking for other agencies offering them time off and professional working facilities like a modern police station. This directly results from the City administrator/council's failure to prioritize our police.

The city council and city administrator appeared to have ignored years of advice from those who protect the city to over-hire to prepare to ensure 24/7 on-duty police response and increase staffing to keep up with the city's growth. Again, priority was placed on developing a waterfront, including potentially hiring a public works employee while not filling a police vacancy, tourism, having parks, and increasing the library hours.

It seems that the city administrator/council will tout the city's investment in the police department by claiming they have increased the number of officers over the years. Two things it appears he avoids mentioning are the police department is substantially understaffed compared to the 2012 staffing study (we posted a while ago) that recommended 27 officers and that the demand for police over the years has substantially increased to the point of having to eliminate both SROs and now detective positions to answer 911 calls that come in hourly merely. So, his claim of investing in the police department appears disingenuous.

In reviewing the police department annual report posted on the city website, it is apparent our city administrator doesn't understand how to formulate a 5-year personnel plan, which is like a capital improvement plan. Staffing appears to be decided on knee-jerk reactions.

From what I can tell here is a breakdown of the police officer staffing levels since 2015. It should be noted that in 2008 (15 years ago), the police department had the same level of police officers (20) as they do now, and the population has gone from approx. 12,481 to 14,622 and is still growing. The SHPD Chief stated during the planning commission meeting that the number one and two clients are Walmart and the new apartments. Hello, the apartments are only approx. 1/4 full; why is policing not growing in our city? 2008 = 20; 2015 = 16; 2016 = 16; 2017 = 17; 2018 = 17; 2019 = 19; 2020 = 19; 2021 = 20; 2022 = 20

There appears to be no way to avoid not having 24/7 police coverage by the summer of 2024. The city administrator and council need to find a solution to not only get police staffing to the levels that our city can have police 24/7 on duty but also increase staffing so we are not faced with these issues every year."

- ◆ B. Gaston. As a healthcare professional, this is extremely bothersome and rises to an unacceptable and unhealthy level of risk for law enforcement officers. Since July 2023, the police station and other City facilities have not been cleaned. She understands that it is a result of the City Administrator terminating the contract with the cleaning company who was not fulfilling the contract, which is agreeable if they are not meeting their contractual obligations. However, it is

their understanding that there was not another company lined up to take over the cleaning duties. Based on hearsay, another company was hired in August but they didn't have any employees. They would like to know more about this from the City Administrator. It's October and the Police Station still has not been cleaned, which is used 24/7. They believe this is an OSHA violation for a potential biohazard and bloodborne pathogens, under OSHA CFR 1910.1030. There are countless hazardous substances tracked into the station every shift from officers who step on fentanyl dust, human and animal feces, blood, bedbugs, etc. Is this how they treat people who serve and protect us? As of today, there are still no cleaning services and officers are still cleaning while on duty. There appears to be no sense of urgency for the safety of the officers' families and small children when they track dangerous drugs into their homes. They are counting on the City to do better.

- ◆ Adam St. Pierre. On average, St. Helens Police Department responds to 25 overdoses a year, most of which are in the middle of the night. They often arrive before medical responders. What will happen if the Police Department does not get there? Will citizens die without 24-hour coverage? In 2022, police officers arrived at the retirement home fire 33 minutes before the Fire District and immediately began evacuating residents. He talked about fentanyl overdoses. Citizens are going to be vulnerable without 24-hour coverage. Adam requested to be added to the next agenda so they can get responses. The community needs to know there is a plan.

Mayor Scholl confirmed they take this very seriously. If you look at 2008 levels, the Police Department is probably the department with the fewest losses. Every department has lost employees and it has not been backfilled. It should be an agenda item that comes from the department head and not from the public. He has questions to ask the Police Chief as well. The City can't control that Armstrong World Industries left. Losing Cascade Tissue is another huge financial loss. They had a full-working paper mill, veneer plant, Stimson Lumber, and Armstrong in 2008. The four mills were a huge tax base and contributing to the economy. He doesn't want to single out any departments. They manage an entire city. The Waterfront is part of the Urban Renewal and is not paid for out of the General Fund. Jennifer agreed they need industry, but there must be public safety. The police are more important than the library and it should be looked at. They can reduce the hours and bring in volunteers. Mayor Scholl clarified that the Budget Committee reviews and approves the budget. It is not set by City Administrator Walsh. Council will invite the Police Chief to a meeting and ask questions. However, they will not be part of the conversation. He appreciates them showing up and presenting. Adam understands that they inherited the problem and they want to be part of the solution. Jennifer talked about her background in Risk Management. She worries about the liability of the officers being overworked. It's a safety issue. Mayor Scholl said he remembers laying off a Code Enforcement Officer and the Police Chief putting on a uniform to go on duty.

- ◆ Drew Layda, Candidate for House District 31. St. Helens is the heart of House District 31. Public safety is a prime concern of everyone. He urges Council to approve the construction of the new police station and ensure funding for 24/7 police coverage and the hiring of additional officers. It is reassuring to hear that Council wants to ensure the protection of all people. Public safety is a shared value and it is their duty to equip the Police Department. The new police station is an investment in their future. He offered his support if they need help attracting industry. He does not envy the position they are in.
- ◆ Jenni Gilbert. She recently attended a committee meeting in Salem. They discussed having to choose between staffing a Library, Public Works, Police, etc. Hands down, the priority was staffing police. The entire state is suffering because of homelessness issues and drugs, because of Measure 110. They will be discussing how to fund law enforcement in the 2024 session. She has

been a victim of crimes, which has caused her to take a proactive approach for her personal safety. It is reassuring to know that help is coming when the call for emergency services is made. Can you imagine hearing that no one is on duty? It is dangerous that the City is not making it a priority to fund the police positions. The City continues to fund infrastructure, events, and other departments. As victims of crime await justice, they are going to be down to one detective, who often works six days a week to keep up on case load. Some of our Council members spoke in support of the Sheriff's levy. She encouraged the Council to prioritize our community. She read through the entire Public Safety Facility report, reviewed the FEMA Flood Zone maps, and listened to the needs of law enforcement. The arguing over the new police station needs to stop and they need to move forward with the building. There's no reason it can't be built with a secondary access road. The building should not be paused based on a hypothetical event of floodwaters that may reach the corner of the lot at a level of 2.4 inches of water. A standard vehicle can traverse four to five inches of water safely. If the Council and Commission continue to argue, they will have a much larger issue with law enforcement services. The County would be forced to move the Sheriff's Office and jail since they are under the entire FEMA flood zone. It's frustrating that police are still in a building that is too small and outdated for safe law enforcement needs. The Police Department has a retention problem. Once they are in the new building, they can apply for grants to help cover the costs of new positions and needed equipment. The current building is not eligible for grants because of its derelict condition and is not able to be updated to ADA codes. She would like reassurance that the Council will grant priority funding for at least one additional officer, enabling the removed detective to go back to that caseload, and the building would begin for the new police station.

Mayor Scholl reported that they will have to declare anything new they hear about the police station as ex-parte contact.

- ◆ Steve and Robyn Toschi. The citizen group who spoke earlier does not represent the police, does not speak for the police, and does not speak for the police union. They have a contract that requires 24/7 police coverage. He does not see anyone from the Police Department saying they are at risk for that. The alarmist statements are unsupported. Looking at budgets and trying to anticipate future needs is important. He appreciates citizens bringing it forward. He presented slides from the budget, a copy of which is included in the archive meeting packet. Looking at the 2020-21 General Fund revenue, out of \$9.5 million, Police Personnel Services was about a third of the budget. It increased almost 40% of the budget in 2021-22. In 2023-24, they adopted a budget of \$11.9 million with an increase of services of another \$300,000. He reviewed materials and service cost increases. Reviewing the revenue detail page, they are making assumptions of where the money is coming from to cover the increased police service costs. He is not sure they can afford additional services. Did they get additional revenue? They made a lot of assumptions on grants, fees in lieu of franchise fees, and GF Support Services. Are they tracking to realize those funds? They don't know where they finished in 2022-23. Are they tracking to reach goals? Can they continue to fund those areas? He reviewed the top taxpayers. How long will they continue to receive rental payments after leaving? He reviewed the 2021 budget data for the Police Department. This data was not continued in the 2022 or 2023 budgets. If they're talking about police performance data, they should compare apples to apples. They need to carry forward these numbers. He hears people's concerns about funding and continuing the level of performance. Revenue and expenses need to be reviewed.
- ◆ Brady Preheim. He has been the most vocal about the police station for the longest time. He does not agree that a new police station is needed, especially a "Taj Mahal" station that they wasted almost \$1 million on. Now they want a police station approved in a flood zone. It will get appealed

and they will probably lose. They can't afford everything. The biggest contributor to revenue needs to be accounted for. The fee on the utility bill is not legal. They need to use that money for staffing and not a facility. Once industry comes, then they can move forward.

- ◆ Steve Topaz. He has the same statement as last session. He verbally delivered some thoughts and facts at the September 20 Work Session and gave them to the Recorder in writing. What is published in the agenda are not the words he used or presented. The statement is a lie. The lack of correctness and following procedures has been a long-term problem for the City. When he served on the Council, Resolution 1872 gave City Administrator Walsh the power to negotiate and sign the sales contract over to a grow operation. Steve voted against it but the record showed that he voted in favor of it. He informed City Recorder Payne of the error and she confirmed that he did not vote for it and she would correct it in the minutes, which was never done. It would have had to go to the Council to correct the oversight. The sale of City property to a grow operation has been made null and void by the Courts for not following correct surplus property procedures. He talked about the appeal being removed and extensions being made. The lack of proper procedure resulted in a lawsuit. Surplus procedures were also not followed when giving conference room furniture to the grow operation. The City can expect more rulings against them in Court. It was a \$4 million sale, but at last he knew no money was collected. The City has spent about \$1.5 million in legal fees. And they worry about money for the police?

Mayor Scholl reported that the lawsuit was filed by Agnes Petersen. They had an appraisal done, which they did not need to do, and it came back with a property value of \$1.5 million instead of \$3 million. That \$1.5 million was money lost. There is continued litigation and they cannot disclose information. Much of what Steve said is not true.

PROCLAMATION

1. Vietnamese American Heritage and Freedom Flag Recognition

Mayor Scholl read the proclamation. Representatives of the Vietnamese American community thanked Mayor Scholl for recognizing them. They gave him a certificate and flag.

Vietnamese American Heritage and Freedom Flag

WHEREAS, Vietnamese refugees have proudly resided in the state of Oregon and surrounding communities since the conclusion of the Vietnam War; and

WHEREAS, Vietnamese Americans have put forth their full toiling energy building the state of Oregon in a multitude of prominent areas including industry, economy, culture, education, and military service; and

WHEREAS, Vietnamese Americans have counted on the state of Oregon as being their second heart, mind, and family homeland; and

WHEREAS, Vietnamese Americans have embraced Vietnamese customs and traditions that have continually been practiced through generations; and

WHEREAS, a large number of Oregon's Vietnamese Americans respectfully embrace the yellow and three red striped Heritage and Freedom flag as a symbol of Vietnamese American community; and

WHEREAS, it is the will and desire from the Vietnamese Community of Oregon and its community members, that the Vietnamese American Heritage and Freedom Flag be recognized as the official flag of their organization.

NOW, THEREFORE, I, Rick Scholl, Mayor of the City of St. Helens, do hereby recognize the Vietnamese American Heritage and Freedom Flag as the official flag of Vietnamese Americans living in the state of Oregon and resolutely encourage all to join in the reverent recognition of this cultural flag.

RESOLUTIONS

- 2. Resolution No. 1993:** A Resolution to Amend the City of St. Helens Personnel Policies and Procedures Handbook (Resolution No. 1913, as amended) Regarding Payroll Policies, Family Medical Leave Calculation Period, and Paid Leave Oregon Policy

Mayor Scholl read Resolution No. 1993 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to adopt Resolution No. 1993.

Discussion.

Finance Director Butsch reviewed the amendments. The resolution allows them to go back to a once per month pay period beginning October 20. It is an efficiency improvement for the Finance Division. It also changed the language for Paid Leave Oregon.

Council President Chilton asked if there were any comments from staff? Butsch responded that they only received positive comments.

Vote: Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

CONSENT AGENDA FOR APPROVAL

3. Council Minutes dated September 6, 2023
4. Accounts Payable Bill Lists

Motion: Motion made by Councilor Gundersen and seconded by Council President Chilton to approve '3' and '4' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

WORK SESSION ACTION ITEMS

5. Review Leak Adjustment Request from Doug Morten

Mayor Scholl reported that an adjustment was requested for two bills received. Butsch added that it exceeds the amount allowed to be approved administratively. Walsh said the leak was deep in the ground under the driveway and has since been repaired.

Motion: Motion made by Council President Chilton and seconded by Councilor Gundersen to adjust the leak request to the average over the last year for Doug Morten. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

CITY ADMINISTRATOR REPORT

6. City Administrator Walsh reported...
 - Funding police is a complex issue. The one-time revenues make the budget look even worse. The ARPA funding increases the budget but will be gone next year. He and Chief Greenway meet often to discuss staffing. They know there is a demand for more officers, but there also must be a way to pay for it. They don't want to pit departments against each other. He recommends adding it to a Work Session agenda for lengthy discussion. Mayor Scholl agreed. Council President Chilton would like to have the Finance Director there as well. Walsh said a lot of his time has been centered around economic opportunities.
 - He attended the International City Managers Conference in Austin, Texas. It was a fantastic opportunity to learn and grow. Last night, he met with a group from Australia. It was good to see how other jurisdictions govern. He attended a session titled "How We Won October," led by representatives from Conway, South Carolina. They did a resolution to change the name of their

City to Halloween each October, hang pumpkins from trees, and display lights and skeletons. He talked to them later about what St. Helens does for Halloween.

- At the last meeting, he talked about Columbia View Park and the bids coming back higher than anticipated by about \$2 million. The riverwalk piece came closer to budget than the amphitheater, park, and stage. They have hired a financial consultant to do a deep dive. Mayor Scholl pointed out that someone did a presentation about a mobile stage. Walsh went on to say that they are going to pause to evaluate before making decisions. The riverwalk has a matching grant that they want to take advantage of.

COUNCIL MEMBER REPORTS

Council President Chilton reported...

- She is aware and pays attention but does try to wait until her report to respond. The staffing analysis from 2012 needs to be updated to reflect the current state of the City. How do they pay for it? She is not okay with putting money towards something that is not sustainable. People move here and depend on their income. They need to be creative and figure it out. She looks forward to more dialog.
- She is attending the League of Oregon Cities (LOC) Conference next week. It's good to hear what other cities are doing to solve problems. What are they doing to change funding streams? She will pay attention to that while she's there.

Councilor Sundeen reported...

- He had a conversation on Friday with Chief Greenway. He always feels better after speaking with him, so knows it will be beneficial to have him here for the discussion. He feels for the officers. No one wanted this. They deserve the best the City can give them. Chief Greenway assured him that he will be sitting down with Walsh soon to discuss a plan, and that citizens should continue to expect a high level of service from the Police Department. He is confident they can come up with a solution together.
- The Veterans Memorial improvements at McCormick Park should be completed in time for Veterans Day. It will be a great addition.
- It is a pleasure to serve and he is glad to be here.

Councilor Gundersen reported...

- The Planning Commission meeting was cancelled.
- He agreed with Councilor Sundeen and Council President Chilton. They are not ignoring the problem. They want to fix it but need to figure out how responsibly and long-term. He is a supporter of law enforcement, including the police station.

Councilor Hubbard reported...

- His priority is the police. The Planning Commission looked at the siting and regulations. It had nothing to do with staffing or not giving the police what they need. It can be done and is just a roadblock.
- He is overwhelmed. Mayor Scholl confirmed it's a lot to learn. He encouraged him to follow LOC for trainings offered.

MAYOR SCHOLL REPORTS

- The Police Department is vitally important. He has tremendous respect for them all. The budget shows increases over the years. It's unfortunate that they lost Armstrong and Boise. Looking at 2008, that's when the crumbling was just beginning. Boise closed in 2009. It was probably even less than 16 officers. As they retired, they didn't hire. They lost a Code Enforcement Officer and the Police Chief put on a uniform to work day-shift. They will figure out funding. It's unfortunate that they have injuries.

- Mayor Monday was on KOIN6 news. He talked about Spirit of Halloweentown, Waterfront Redevelopment, and the police station.
- He is looking forward to the LOC Conference. He always learns a lot and builds relationships.
- The City County Quarterly Dinner next week is also about building relationships.

Regular Session was recessed at 8:24 p.m. to go into Executive Session.

EXECUTIVE SESSION

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

Regular Session reconvened at 9:09 p.m.

OTHER BUSINESS

Mayor Scholl reported that the property on Kaster Road was recently listed for sale for \$200,000. It is in the center of the St. Helens Industrial Park, which is owned by the City. The funds to purchase the property could either come from Community Development or Urban Renewal. Walsh added that the Mayor can sign for the purchase of property, but if they delegate it to him then the purchase must include the minutes.

Motion: Motion made by Councilor Gundersen and seconded by Council President Chilton to purchase the Kaster Road property.

Discussion.

Mayor Scholl said it is vitally important for them to purchase the property. It's a tiny piece of property surrounded by a multi-million-dollar industrial site. The realtor feels the price is fair. Council President Chilton said the hesitation comes from the seriousness of the financial strain. Spending any money needs to be examined and thought heavily about. Mayor Scholl said it would not be fiscally responsible to not purchase it.

Councilor Sundeen agrees with the need to make that property whole. Mayor Scholl pointed out the property on the map.

Councilor Hubbard does not like the idea of spending money on that property right now. Councilor Sundeen asked if there is a need to do it right now. Mayor Scholl said yes. Councilor Hubbard is not familiar with the whole process and would like the opportunity to visit the site. Mayor Scholl said the small piece could be in the way of a million-dollar investment.

Vote: Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

ADJOURN - 9:18 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

October 4, 2023

Members Present: Rick Scholl, Mayor
 Jessica Chilton, Council President
 Mark Gundersen, Councilor
 Brandon Sundeen, Councilor
 Russell Hubbard, Councilor

Staff Present: John Walsh, City Administrator
 Kathy Payne, City Recorder

Others: None



At 8:26 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Consult with Legal Counsel/Litigation, under ORS 192.660(2)(h)**
 - Update on potential litigation with Cascades Tissue.
- **Real Property Transactions, under ORS 192.660(2)(e)**
 - Update on potential sale of Industrial Business Park property.
 - Discussion on potential purchase of property on Kaster Road.
 - Update on potential sale of Millard Road property.

The Executive Session was adjourned at 9:07 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor

An audio recording of this meeting is archived at City Hall.

City of St. Helens
Declare Surplus Property
October 18, 2023

If approved, the following items will be disposed of per St. Helens Municipal Code Chapter 2.04.120(10).

Police Department		
Item Description	Manner of Disposal	Estimated Value
Police K9 Ryder	Retirement with handler	N/A

City of St. Helens
Declare Surplus Property
October 18, 2023

If approved, the following items will be disposed of per St. Helens Municipal Code Chapter 2.04.120(10).

Administration Department	
Item Description	Manner of Disposal
Real Property – 245 N. 7 th Street Lots 16, 17, 18, and 19 of Block 62, CITY OF ST. HELENS	Sale to lessee of land
Real Property – Tax Account No. 28848 Map No. 4N1W04BB03000 Vacant Land in the Vicinity of Columbia Commons off Kelley Street 9,583 square foot lot	Sale to developer who is developing property in the vicinity

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

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

2023 RENEWALS

<u>Licensee</u>	<u>Tradename</u>	<u>Location</u>	<u>Purpose</u>
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2023 NEW & CHANGE IN PRIVILEGE OR OWNERSHIP

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

<u>Licensee</u> Rematsukh Inc	<u>Tradename</u> American Market B	<u>Location</u> 115 N 18 th St	<u>Purpose</u> New License
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St. Helens, OR

Expense Approval Register

Packet: APPKT00854 - AP 10.6.23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
CINTAS	8406448931	10/02/2023	CITY HALL FIRST AID CABINET...	100-715-52001	120.59
COMCAST	09.21.23	10/02/2023	COMCAST CABLE 877810899...	100-712-52003	1,603.46
DAWN RICHARDSON - AP	09.22.23	10/02/2023	MILEAGE REIMBURSEMENT ...	100-707-52001	36.03
KITTS LAW GROUP	09.29.23	10/02/2023	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
JAMIE FORD	09.29.23	10/02/2023	MILEAGE REIMBURSEMENT ...	100-707-52001	34.45
ERSKINE LAW PRACTICE LLC	10.02.23	10/02/2023	09.01.23-09.30.23	100-704-52019	7,206.19
PITNEY BOWES INC	1023832951	10/02/2023	METER FOR DM300/DM 400	100-707-52009	156.00
PITNEY BOWES INC	1023840821	10/02/2023	EQUIPMENT SERVICE AGRE...	100-707-52009	324.76
BEMIS	10616	10/02/2023	UB DOOR HANGERS	100-707-52001	135.00
CARDINAL SERVICES INC	1228529	10/02/2023	TEMPORARY EMPLOYMENT	100-708-52019	769.95
OCCUPATIONAL SAFETY HEA...	1597	10/02/2023	ANNUAL POST EXPOSURE AC...	100-705-52019	690.00
ALLSTREAM	19879221	10/02/2023	ALLSTREAM PHONE ACCT 75...	100-712-52010	51.05
AVID TECHNOLOGIES LLC	40242	10/02/2023	3 YR LICENSE FOR DOCK CA...	100-708-52046	359.00
BULLARD LAW	55735	10/02/2023	GENERAL LEGAL-PLO & LEAV...	100-702-52019	162.50
CINTAS	8406448930	10/02/2023	PARKS FIRST AID CABINET SE...	100-708-52001	149.91
WEX BANK	9191716	10/02/2023	POLICE FUEL PURCHASES	100-705-52022	6,193.61
WEX BANK	9191716	10/02/2023	PLANNING 7782 FUEL PURC...	100-710-52022	48.77
WEX BANK	9191716	10/02/2023	BUILDING FUEL PURCHASES ...	100-711-52022	79.04
WEX BANK	9191716	10/02/2023	CITY HALL FUEL 0256	100-715-52022	55.59
NET ASSETS	95-202309	10/02/2023	ESCROW TITLE SERVICES	100-707-52019	333.00
HUDSON GARBAGE SERVICE	13487855S046	10/03/2023	1554- TRASH PUBLIC LIBRARY	100-706-52003	93.52
HUDSON GARBAGE SERVICE	13488055S046	10/03/2023	7539- TRASH CITY HALL 265 ...	100-715-52023	141.77
HUDSON GARBAGE SERVICE	13488056S046	10/03/2023	2046-1287547 - POLICE GAR...	100-705-52023	125.14
HUDSON GARBAGE SERVICE	13488058S046	10/03/2023	7598- TRASH MCCORMICK A...	100-708-52023	1,155.37
HUDSON GARBAGE SERVICE	13488059S046	10/03/2023	7601-TRASH PUBLIC CANS PL...	100-715-52023	132.48
HUDSON GARBAGE SERVICE	13488060S046	10/03/2023	7636- TRASH COL VIEW PARK...	100-708-52023	214.34
HUDSON GARBAGE SERVICE	13488579S046	10/03/2023	5273- TRASH REC CENTER C...	100-709-52023	81.52
KJ SECURITY SOLUTIONS & L...	0005456	10/05/2023	COURT DOOR REPAIR	100-704-52019	105.00
STEVEN R SCHARFSTEIN	00341	10/05/2023	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	00342	10/05/2023	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	00343	10/05/2023	COURT ATTORNEY FEES	100-704-52019	125.00
STEVEN R SCHARFSTEIN	00344	10/05/2023	COURT ATTORNEY FEES	100-704-52019	125.00
STEVEN R SCHARFSTEIN	00345	10/05/2023	COURT ATTORNEY FEES	100-704-52019	125.00
CULLIGAN	0770624	10/05/2023	BOTTLED WATER POLICE	100-705-52019	131.95
CENTURY LINK	09.25.23	10/05/2023	966B	100-712-52010	338.14
RUSS LOW	09.27.23	10/05/2023	PLANNING COMMISSION STI...	100-710-52087	90.00
RUSSELL HUBBARD	09.27.23	10/05/2023	PLANNING COMMISSION STI...	100-710-52087	90.00
DAN CARY	09.27.23	10/05/2023	PLANNING COMMISSION STI...	100-710-52087	90.00
CHARLES FREDERICK CASTNER	09.27.23	10/05/2023	PLANNING COMMISSION STI...	100-710-52087	60.00
GINNY CARLSON	09.27.23	10/05/2023	PLANNING COMMISSION STI...	100-710-52087	90.00
OREGON DEPARTMENT OF R...	10.03.23	10/05/2023	LEMLA	100-000-20800	5.15
OREGON DEPARTMENT OF R...	10.03.23	10/05/2023	STATE COURT FACILITY	100-000-20800	7.00
OREGON DEPARTMENT OF R...	10.03.23	10/05/2023	MISD SURCHARGE	100-000-20800	0.90
OREGON DEPARTMENT OF R...	10.03.23	10/05/2023	STATE DUII CONVICTION FEE	100-000-20800	510.00
OREGON DEPARTMENT OF R...	10.03.23	10/05/2023	STATE DUII DIVERSION	100-000-20800	625.00
OREGON DEPARTMENT OF R...	10.03.23	10/05/2023	STATE VIOLATION	100-000-20800	1,111.00
OREGON DEPARTMENT OF R...	10.03.23	10/05/2023	UNITARY	100-000-20800	29.01
OREGON DEPARTMENT OF R...	10.03.23	10/05/2023	STATE MISD	100-000-20800	435.00
COLUMBIA COUNTY TREASU...	10.03.23	10/05/2023	COUNTY ASSESSMENT	100-000-20900	403.81
COLUMBIA COUNTY TREASU...	10.03.23	10/05/2023	JAIL ASSESSMENT	100-000-20900	72.25
COLUMBIA COUNTY TREASU...	10.03.23	10/05/2023	CITY COURT COSTS DEDUCT...	100-000-36002	-47.61
ST. HELENS SCHOOL DISTRICT	10.04.23	10/05/2023	2023 3RD QUARTER CET PA...	100-000-20400	7,972.88
DCBS FISCAL SERVICES	10.04.23	10/05/2023	3RD QUARTER 2023 STATE S...	100-000-20700	9,986.28

Expense Approval Register

Packet: APPKT00

Item #14.

3

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LIBRARY IDEAS LLC	102430	10/05/2023	FREEGAL MUSIC AND TREAM...	100-706-52032	4,220.00
BEMIS	10655	10/05/2023	BUSINESS CARDS R HUBBARD	100-703-52001	60.00
LAWRENCE COMPANY	15902	10/05/2023	UNEMPLOYMENT SERVICES	100-707-52019	100.00
ORKIN	249133451	10/05/2023	PEST CONTROL POLICE	100-705-52023	174.99
ORKIN	249134653	10/05/2023	265 STRAND PEST SERVICE Cl...	100-715-52023	105.99
ORKIN	249134851	10/05/2023	1810 OLD PORTLAND RD PES...	100-709-52023	95.99
SECURE PACIFIC CORPORATI...	385020	10/05/2023	375 S 18TH ST	100-706-52023	138.75
SECURE PACIFIC CORPORATI...	385021	10/05/2023	475 S 18TH	100-708-52023	140.34
SECURE PACIFIC CORPORATI...	3855022	10/05/2023	150 S 13TH ST	100-705-52023	104.01
CANON SOLUTIONS AMERICA..	6005687201	10/05/2023	COPIER MAINTENANCE	100-706-52019	9.49
OREGON PATROL SERVICE	9491	10/05/2023	COURT SERVICES	100-704-52019	1,026.00
VERIZON	9944933023	10/05/2023	CRYSTAL KING	100-701-52010	46.35
VERIZON	9944933023	10/05/2023	JOHN WALSH 9898	100-701-52010	40.81
VERIZON	9944933023	10/05/2023	HOT SPOT 8190	100-701-52010	47.07
VERIZON	9944933023	10/05/2023	MAYOR SCHOLL IPAD	100-703-52001	40.81
VERIZON	9944933023	10/05/2023	PD JETPACK1	100-705-52010	40.81
VERIZON	9944933023	10/05/2023	PD JETPACK2	100-705-52010	40.81
VERIZON	9944933023	10/05/2023	SUZANNE BISHOP	100-706-52003	41.25
VERIZON	9944933023	10/05/2023	GLORIA BUTSCH	100-707-52001	41.25
VERIZON	9944933023	10/05/2023	CAMERON PAGE	100-708-52010	41.25
VERIZON	9944933023	10/05/2023	TORY SHELBY	100-708-52010	41.25
VERIZON	9944933023	10/05/2023	REC PHONE	100-709-52010	42.10
VERIZON	9944933023	10/05/2023	RECREATION CENTER	100-709-52010	40.81
VERIZON	9944933023	10/05/2023	RECREATION CENTER	100-709-52010	41.25
VERIZON	9944933023	10/05/2023	BUILDING DEPT IPAD	100-711-52010	40.81
VERIZON	9944933023	10/05/2023	CONSTRUCTION INSPECTOR	100-711-52010	40.81
VERIZON	9944933023	10/05/2023	MIKE DEROIA	100-711-52010	46.35
VERIZON	9944933023	10/05/2023	MATT FUNK	100-712-52010	46.35
VERIZON	9944933023	10/05/2023	DARIN COX	100-712-52010	46.35
METRO PRESORT	IN659395	10/05/2023	UB BILL PRINTING	100-707-52008	675.96
ENVISIONWARE INC	INV-US-60776	10/05/2023	ANNUAL SYSTEM MAINENA...	100-706-52006	688.11
Fund 100 - GENERAL FUND Total:					51,659.92
Fund: 202 - COMMUNITY DEVELOPMENT					
MAUL FOSTER ALONGI INC	56209	10/05/2023	CENTRAL WATERFRONT SCO...	202-726-52019	34,977.75
Fund 202 - COMMUNITY DEVELOPMENT Total:					34,977.75
Fund: 203 - COMMUNITY ENHANCEMENT					
CARDINAL SERVICES INC	1228414	10/02/2023	TEMPORARY EMPLOYMENT	203-709-52028	507.08
KNIFE RIVER CORP NW	3028155	10/05/2023	6 SK W/AIR NO FLOW 3/8"	203-708-52040	1,182.55
NICK S CLARK MASONRY INC	70	10/05/2023	VETERANS MEMORIAL -DEP...	203-708-52040	4,797.95
Fund 203 - COMMUNITY ENHANCEMENT Total:					6,487.58
Fund: 205 - STREETS					
SPECIALIZED PAVEMENT MA...	17067-1	10/02/2023	ST HELENS STRIPING 2023	205-000-53001	51,048.81
Fund 205 - STREETS Total:					51,048.81
Fund: 601 - WATER					
TYLER HILLS -	09.27.23	10/02/2023	TRAVEL EXPENSE VOUCHER -...	601-732-52018	19.55
CITY OF COLUMBIA CITY	09.26.23	10/05/2023	001754-001	601-732-52003	87.48
SECURE PACIFIC CORPORATI...	385024	10/05/2023	1215 4TH PL	601-732-52023	173.31
PACIFIC POWER GROUP LLC	511986-00	10/05/2023	4TH STREET GENERATOR	601-732-52019	1,424.16
VERIZON	9944933023	10/05/2023	WFF CREW	601-732-52010	69.11
LAWRENCE OIL COMPANY	CSFI-16811	10/05/2023	247752 WATER	601-732-52022	156.20
Fund 601 - WATER Total:					1,929.81
Fund: 603 - SEWER					
ALLSTREAM	19879221	10/02/2023	ALLSTREAM PHONE ACCT 75...	603-736-52010	25.57
ALLSTREAM	19879221	10/02/2023	ALLSTREAM PHONE ACCT 75...	603-737-52010	25.57
HUDSON GARBAGE SERVICE	13487943S046	10/03/2023	8333- TRASH WWTP 451 PL...	603-736-52023	148.42
HUDSON GARBAGE SERVICE	13487943S046	10/03/2023	8333- TRASH WWTP 451 PL...	603-737-52023	148.42
SECURE PACIFIC CORPORATI...	385023	10/05/2023	451 PLYMOUTH ST	603-736-52023	51.94
SECURE PACIFIC CORPORATI...	385023	10/05/2023	451 PLYMOUTH ST	603-737-52023	51.92
VERIZON	9944933023	10/05/2023	AARON KUNDERS	603-736-52010	13.75

Expense Approval Register

Packet: APPKT00

Item #14.

3

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	9944933023	10/05/2023	STEWART HARTLEY	603-736-52010	13.74
VERIZON	9944933023	10/05/2023	SAM ORTIZ	603-736-52010	14.09
VERIZON	9944933023	10/05/2023	STEWART HARTLEY	603-737-52010	13.75
VERIZON	9944933023	10/05/2023	AARON KUNDERS	603-737-52010	13.74
VERIZON	9944933023	10/05/2023	SAM ORTIZ	603-737-52010	14.12
VERIZON	9944933023	10/05/2023	STEWART HARTLEY	603-738-52010	13.76
VERIZON	9944933023	10/05/2023	AARON KUNDERS	603-738-52010	13.76
VERIZON	9944933023	10/05/2023	SAM ORTIZ	603-738-52010	14.09
PETERSON CAT	SW290087628	10/05/2023	WWTP / PS #7	603-738-52019	1,288.92
Fund 603 - SEWER Total:					1,865.56

Fund: 703 - PW OPERATIONS

CINTAS	8406448929	10/02/2023	FIRST AID CABINET SERVICE	703-734-52019	54.34
WEX BANK	9191716	10/02/2023	PW CHEROKEE 5478	703-734-52022	589.25
HUDSON GARBAGE SERVICE	13488057S046	10/03/2023	7555- TRASH PW 984 OR ST	703-734-52023	101.28
HUDSON GARBAGE SERVICE	13488738S046	10/03/2023	CASCADES TISSUE SITE	703-734-52023	150.00
PAPE MACHINERY	1004404	10/05/2023	DIAGNOSE & REPAIR STEERI...	703-739-52099	3,742.56
LES SCHWAB TIRE CENTER	22900573067	10/05/2023	TIRE REPAIR- STREET SWEEP...	703-739-52099	56.57
SECURE PACIFIC CORPORATI...	385019	10/05/2023	984 OR ST	703-734-52023	103.80
VERIZON	9944933023	10/05/2023	Nicolas Ford	703-733-52010	41.25
VERIZON	9944933023	10/05/2023	TIM UNDERWOOD	703-733-52010	41.25
VERIZON	9944933023	10/05/2023	SHARON DARROUX	703-733-52010	74.22
VERIZON	9944933023	10/05/2023	PW UTILITY 2 9923	703-734-52010	40.81
VERIZON	9944933023	10/05/2023	BUCK TUPPER	703-734-52010	41.25
VERIZON	9944933023	10/05/2023	BRETT LONG	703-734-52010	41.25
VERIZON	9944933023	10/05/2023	ETHAN STERLING	703-734-52010	41.25
VERIZON	9944933023	10/05/2023	RYAN POWERS	703-734-52010	41.25
VERIZON	9944933023	10/05/2023	ROGER STAUFFER	703-734-52010	41.25
VERIZON	9944933023	10/05/2023	PW SPARE	703-734-52010	40.81
VERIZON	9944933023	10/05/2023	PW SPARE2	703-734-52010	40.81
VERIZON	9944933023	10/05/2023	MOUHAMAD ZAHER	703-734-52010	61.06
VERIZON	9944933023	10/05/2023	DAVE ELDER	703-734-52010	41.25
VERIZON	9944933023	10/05/2023	PW SPARE 3	703-734-52010	40.81
VERIZON	9944933023	10/05/2023	JULIAN ZIRKLE	703-734-52010	41.25
VERIZON	9944933023	10/05/2023	SCOTT HARRINGTON	703-734-52010	23.78
VERIZON	9944933023	10/05/2023	PW SPARE 4	703-734-52010	40.81
VERIZON	9944933023	10/05/2023	ALEX BIRD	703-734-52010	41.25
VERIZON	9944933023	10/05/2023	CURT LEMONT	703-734-52010	23.78
VERIZON	9944933023	10/05/2023	SCOTT WILLIAMS	703-734-52010	41.25
VERIZON	9944933023	10/05/2023	ALEX BIRD 9081	703-734-52010	1,269.77
VERIZON	9944933023	10/05/2023	PW UTILITY 1 9922	703-734-52010	40.81
VERIZON	9944933023	10/05/2023	PW UTILITY 3 9924	703-734-52010	40.81
LAWRENCE OIL COMPANY	CSFI-16811	10/05/2023	247748 PUBLIC WORKS	703-734-52022	1,476.35
LAWRENCE OIL COMPANY	CSFI-16811	10/05/2023	247750 PUBLIC WORKS	703-734-52022	166.86
Fund 703 - PW OPERATIONS Total:					8,633.04

Grand Total: 156,602.47

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	51,659.92
202 - COMMUNITY DEVELOPMENT	34,977.75
203 - COMMUNITY ENHANCEMENT	6,487.58
205 - STREETS	51,048.81
601 - WATER	1,929.81
603 - SEWER	1,865.56
703 - PW OPERATIONS	8,633.04
Grand Total:	156,602.47

Account Summary

Account Number	Account Name	Expense Amount
100-000-20400	Building - Excise Tax	7,972.88
100-000-20700	Building - State Surcharge	9,986.28
100-000-20800	Court - State Assessment	2,723.06
100-000-20900	Court - County Assessm...	476.06
100-000-36002	Fines - Court	-27.61
100-701-52010	Telephone	134.23
100-702-52019	Professional Services	162.50
100-703-52001	Operating Supplies	100.81
100-704-52019	Professional Services	9,112.19
100-705-52010	Telephone	81.62
100-705-52019	Professional Services	821.95
100-705-52022	Fuel	6,193.61
100-705-52023	Facility Maintenance	404.14
100-706-52003	Utilities	134.77
100-706-52006	Computer Maintenance	688.11
100-706-52019	Professional Services	9.49
100-706-52023	Facility Maintenance	138.75
100-706-52032	Digital Resources	4,220.00
100-707-52001	Operating Supplies	246.73
100-707-52008	Printing	675.96
100-707-52009	Postage	480.76
100-707-52019	Professional Services	433.00
100-708-52001	Operating Supplies	149.91
100-708-52010	Telephone	82.50
100-708-52019	Professional Services	769.95
100-708-52023	Facility Maintenance	1,510.05
100-708-52046	Dock Services	359.00
100-709-52010	Telephone	124.16
100-709-52023	Facility Maintenance	177.51
100-710-52022	Fuel	48.77
100-710-52087	Commission Stipends	420.00
100-711-52010	Telephone	127.97
100-711-52022	Fuel	79.04
100-712-52003	Utilities	1,603.46
100-712-52010	Telephone	481.89
100-715-52001	Operating Supplies	120.59
100-715-52022	Fuel	55.59
100-715-52023	Facility Maintenance	380.24
202-726-52019	Professional Services	34,977.75
203-708-52040	Veteran's Memorial	5,980.50
203-709-52028	Projects & Programs	507.08
205-000-53001	Capital Outlay (AKA Stre...	51,048.81
601-732-52003	Utilities	87.48
601-732-52010	Telephone	69.11
601-732-52018	Professional Developme...	19.55
601-732-52019	Professional Services	1,424.16
601-732-52022	Fuel	156.20
601-732-52023	Facility Maintenance	173.31

Account Summary

Account Number	Account Name	Expense Amount
603-736-52010	Telephone	67.15
603-736-52023	Facility Maintenance	200.36
603-737-52010	Telephone	67.18
603-737-52023	Facility Maintenance	200.34
603-738-52010	Telephone	41.61
603-738-52019	Professional Services	1,288.92
703-733-52010	Telephone	156.72
703-734-52010	Telephone	2,035.31
703-734-52019	Professional Services	54.34
703-734-52022	Fuel	2,232.46
703-734-52023	Facility Maintenance	355.08
703-739-52099	Equipment Operations	3,799.13
	Grand Total:	156,602.47

Project Account Summary

Project Account Key	Expense Amount
None	156,602.47
Grand Total:	156,602.47



St. Helens, OR

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
AMERICAN FAMILY LIFE ASS...	INV0006551	10/13/2023	POLICY ACCOUNT # 0X5A3	100-000-23001	17.60
AMERICAN FAMILY LIFE ASS...	INV0006552	10/13/2023	POLICY ACCOUNT # 0X5A3	100-000-23001	208.81
OREGON AFSCME COUNCIL ...	INV0006553	10/13/2023	AFSCME DUES - LOCAL #1789	100-000-23001	461.61
ST. HELENS POLICE ASSOCIAT...	INV0006555	10/13/2023	SHPA MEMBER DUES	100-000-23001	675.00
ASI	INV0006556	10/13/2023	ASI HEALTH FSA - EFT	100-000-23001	370.72
ASI	INV0006557	10/13/2023	ASI-FSA DEPENDENT CARE -...	100-000-23001	261.19
CIS Trust	INV0006558	10/13/2023	DENTAL INSURANCE	100-000-23001	457.89
CIS Trust	INV0006559	10/13/2023	DENTAL INSURANCE	100-000-23001	754.98
CIS Trust	INV0006560	10/13/2023	DENTAL INSURANCE	100-000-23001	522.08
CIS Trust	INV0006561	10/13/2023	DENTAL INSURANCE	100-000-23001	464.82
CIS Trust	INV0006562	10/13/2023	DENTAL INSURANCE	100-000-23001	714.02
CIS Trust	INV0006563	10/13/2023	DENTAL INSURANCE	100-000-23001	1,002.93
CIS Trust	INV0006564	10/13/2023	DENTAL INSURANCE	100-000-23001	191.60
CIS Trust	INV0006565	10/13/2023	DENTAL INSURANCE	100-000-23001	302.00
CIS Trust	INV0006566	10/13/2023	DENTAL INSURANCE	100-000-23001	114.45
CIS Trust	INV0006567	10/13/2023	MEDICAL INSURANCE	100-000-23001	5,528.28
CIS Trust	INV0006568	10/13/2023	MEDICAL INSURANCE	100-000-23001	9,522.04
CIS Trust	INV0006569	10/13/2023	MEDICAL INSURANCE	100-000-23001	9,281.13
CIS Trust	INV0006570	10/13/2023	MEDICAL INSURANCE	100-000-23001	5,922.80
CIS Trust	INV0006571	10/13/2023	MEDICAL INSURANCE	100-000-23001	7,794.83
CIS Trust	INV0006572	10/13/2023	MEDICAL INSURANCE	100-000-23001	7,626.88
CIS Trust	INV0006573	10/13/2023	LIFE NSURANCE	100-000-23001	68.88
CIS Trust	INV0006574	10/13/2023	LTD INSURANCE	100-000-23001	161.40
CIS Trust	INV0006575	10/13/2023	STATUTORY LIFE	100-000-23001	5.67
CIS Trust	INV0006576	10/13/2023	ACCIDENT INSURANCE	100-000-23001	105.89
CIS Trust	INV0006577	10/13/2023	CRITICAL ILLNESS INSURANCE	100-000-23001	135.40
CIS Trust	INV0006578	10/13/2023	HOSPITAL INDEMNITY	100-000-23001	96.00
CIS Trust	INV0006579	10/13/2023	IDENTITY PROTECTION	100-000-23001	91.76
CIS Trust	INV0006580	10/13/2023	TRAUMA INSURANCE	100-000-23001	102.50
CIS Trust	INV0006581	10/13/2023	LIFE INSURANCE	100-000-23001	468.78
MASSMUTUAL	INV0006582	10/13/2023	MASSMUTUAL - Group #761...	100-000-23001	170.59
NATIONWIDE RETIREMENT ...	INV0006583	10/13/2023	ENTITY # 0035845-001	100-000-23001	650.00
OREGON DEPT. OF JUSTICE	INV0006584	10/13/2023	ODOJ CHILD SUPPORT PAYM...	100-000-23001	345.50
VOYA - OREGON SAVINGS G...	INV0006585	10/13/2023	DEFERRED COMP - PERS EMP...	100-000-23001	188.51
VOYA - OREGON SAVINGS G...	INV0006586	10/13/2023	LOAN PROGRAM- PERS EMPL...	100-000-23001	82.18
VOYA - OREGON SAVINGS G...	INV0006587	10/13/2023	DEFERRED COMP - PERS EMP...	100-000-23001	2,901.50
VOYA - OREGON SAVINGS G...	INV0006588	10/13/2023	DEFERRED COMP - PERS EMP...	100-000-23001	200.00
UNITED WAY OF COLUMBIA ...	INV0006589	10/13/2023	UNITED WAY DONATION	100-000-23001	5.00
VALIC	INV0006590	10/13/2023	GROUP # 62917	100-000-23001	1,100.00
VALIC	INV0006591	10/13/2023	GROUP # 62917	100-000-23001	50.00
HRA VEBA TRUST	INV0006592	10/13/2023	YA220 - HRA VEBA	100-000-23001	778.29
HRA VEBA TRUST	INV0006593	10/13/2023	YA220 - HRA VEBA	100-000-23001	1,719.87
HRA VEBA TRUST	INV0006594	10/13/2023	YA220 - HRA VEBA	100-000-23001	1,290.50
HRA VEBA TRUST	INV0006595	10/13/2023	YA220 - HRA VEBA	100-000-23001	50.00
OREGON PERS	INV0006596	10/13/2023	UNITS	100-000-23001	2.00
OREGON PERS	INV0006596	10/13/2023	PERS 6% IAP	100-000-23001	12,907.70
OREGON PERS	INV0006596	10/13/2023	PERS IAP VOL CONTRIB-OPSR...	100-000-23001	157.37
OREGON PERS	INV0006596	10/13/2023	PERS -TIER 1 & 2	100-000-23001	15,256.29
OREGON PERS	INV0006596	10/13/2023	PERS - OPSRP	100-000-23001	23,424.70
OREGON PERS	INV0006596	10/13/2023	PERS - OPSRP	100-000-23001	23,855.68
OREGON PERS	INV0006596	10/13/2023	PERS IAP VOL CONTRIB-TIER ...	100-000-23001	464.47
OREGON DOR TAX SYSTEM	INV0006597	10/13/2023	Oregon Statewide Transit	100-000-23001	235.31
OREGON DOR TAX SYSTEM	INV0006598	10/13/2023	Paid Leave Oregon Employer	100-000-23001	941.54

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OREGON DOR TAX SYSTEM	INV0006599	10/13/2023	Paid Leave Oregon	100-000-23001	1,412.32
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	Social Security Taxes	100-000-23001	29,051.96
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	Medicare Withholding	100-000-23001	6,794.44
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	IRS -EFT DEPARTMENT OF TR...	100-000-23001	28,247.62
OREGON DOR TAX SYSTEM	INV0006601	10/13/2023	State Withholding	100-000-23001	17,307.50
Fund 100 - GENERAL FUND Total:					223,022.78

Fund: 205 - STREETS

AMERICAN FAMILY LIFE ASS...	INV0006552	10/13/2023	POLICY ACCOUNT # 0X5A3	205-000-23001	32.46
OREGON AFSCME COUNCIL ...	INV0006553	10/13/2023	AFSCME DUES - LOCAL #1789	205-000-23001	115.53
OREGON AFSCME COUNCIL ...	INV0006554	10/13/2023	AFSCME LOCAL #1789 VOLU...	205-000-23001	1.76
ASI	INV0006556	10/13/2023	ASI HEALTH FSA - EFT	205-000-23001	7.32
CIS Trust	INV0006558	10/13/2023	DENTAL INSURANCE	205-000-23001	145.51
CIS Trust	INV0006560	10/13/2023	DENTAL INSURANCE	205-000-23001	16.91
CIS Trust	INV0006561	10/13/2023	DENTAL INSURANCE	205-000-23001	97.76
CIS Trust	INV0006563	10/13/2023	DENTAL INSURANCE	205-000-23001	48.79
CIS Trust	INV0006566	10/13/2023	DENTAL INSURANCE	205-000-23001	12.27
CIS Trust	INV0006567	10/13/2023	MEDICAL INSURANCE	205-000-23001	1,205.00
CIS Trust	INV0006569	10/13/2023	MEDICAL INSURANCE	205-000-23001	197.39
CIS Trust	INV0006570	10/13/2023	MEDICAL INSURANCE	205-000-23001	1,105.66
CIS Trust	INV0006572	10/13/2023	MEDICAL INSURANCE	205-000-23001	702.47
CIS Trust	INV0006573	10/13/2023	LIFE NSURANCE	205-000-23001	5.44
CIS Trust	INV0006574	10/13/2023	LTD INSURANCE	205-000-23001	12.78
CIS Trust	INV0006576	10/13/2023	ACCIDENT INSURANCE	205-000-23001	1.38
CIS Trust	INV0006577	10/13/2023	CRITICAL ILLNESS INSURANCE	205-000-23001	1.63
CIS Trust	INV0006578	10/13/2023	HOSPITAL INDEMNITY	205-000-23001	2.42
CIS Trust	INV0006579	10/13/2023	IDENTITY PROTECTION	205-000-23001	1.25
CIS Trust	INV0006580	10/13/2023	TRAUMA INSURANCE	205-000-23001	1.25
CIS Trust	INV0006581	10/13/2023	LIFE INSURANCE	205-000-23001	13.63
MASSMUTUAL	INV0006582	10/13/2023	MASSMUTUAL - Group #761...	205-000-23001	15.96
VOYA - OREGON SAVINGS G...	INV0006587	10/13/2023	DEFERRED COMP - PERS EMP...	205-000-23001	282.76
VOYA - OREGON SAVINGS G...	INV0006588	10/13/2023	DEFERRED COMP - PERS EMP...	205-000-23001	23.14
UNITED WAY OF COLUMBIA ...	INV0006589	10/13/2023	UNITED WAY DONATION	205-000-23001	2.50
HRA VEBA TRUST	INV0006592	10/13/2023	YA220 - HRA VEBA	205-000-23001	171.87
HRA VEBA TRUST	INV0006593	10/13/2023	YA220 - HRA VEBA	205-000-23001	101.23
OREGON PERS	INV0006596	10/13/2023	PERS -TIER 1 & 2	205-000-23001	1,051.50
OREGON PERS	INV0006596	10/13/2023	PERS IAP VOL CONTRIB-OPSR...	205-000-23001	12.87
OREGON PERS	INV0006596	10/13/2023	PERS - OPSRP	205-000-23001	2,861.37
OREGON PERS	INV0006596	10/13/2023	PERS 6% IAP	205-000-23001	892.78
OREGON DOR TAX SYSTEM	INV0006597	10/13/2023	Oregon Statewide Transit	205-000-23001	14.90
OREGON DOR TAX SYSTEM	INV0006598	10/13/2023	Paid Leave Oregon Employer	205-000-23001	59.55
OREGON DOR TAX SYSTEM	INV0006599	10/13/2023	Paid Leave Oregon	205-000-23001	89.31
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	IRS -EFT DEPARTMENT OF TR...	205-000-23001	1,628.96
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	Social Security Taxes	205-000-23001	1,831.42
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	Medicare Withholding	205-000-23001	428.34
OREGON DOR TAX SYSTEM	INV0006601	10/13/2023	State Withholding	205-000-23001	1,006.53
Fund 205 - STREETS Total:					14,203.60

Fund: 601 - WATER

AMERICAN FAMILY LIFE ASS...	INV0006552	10/13/2023	POLICY ACCOUNT # 0X5A3	601-000-23001	62.82
OREGON AFSCME COUNCIL ...	INV0006553	10/13/2023	AFSCME DUES - LOCAL #1789	601-000-23001	188.30
OREGON AFSCME COUNCIL ...	INV0006554	10/13/2023	AFSCME LOCAL #1789 VOLU...	601-000-23001	3.25
ASI	INV0006556	10/13/2023	ASI HEALTH FSA - EFT	601-000-23001	7.32
CIS Trust	INV0006558	10/13/2023	DENTAL INSURANCE	601-000-23001	226.54
CIS Trust	INV0006560	10/13/2023	DENTAL INSURANCE	601-000-23001	16.91
CIS Trust	INV0006561	10/13/2023	DENTAL INSURANCE	601-000-23001	216.49
CIS Trust	INV0006563	10/13/2023	DENTAL INSURANCE	601-000-23001	215.75
CIS Trust	INV0006566	10/13/2023	DENTAL INSURANCE	601-000-23001	12.27
CIS Trust	INV0006567	10/13/2023	MEDICAL INSURANCE	601-000-23001	2,317.25
CIS Trust	INV0006569	10/13/2023	MEDICAL INSURANCE	601-000-23001	197.39
CIS Trust	INV0006570	10/13/2023	MEDICAL INSURANCE	601-000-23001	1,894.34
CIS Trust	INV0006572	10/13/2023	MEDICAL INSURANCE	601-000-23001	2,313.45

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CIS Trust	INV0006573	10/13/2023	LIFE NSURANCE	601-000-23001	10.04
CIS Trust	INV0006574	10/13/2023	LTD INSURANCE	601-000-23001	23.55
CIS Trust	INV0006576	10/13/2023	ACCIDENT INSURANCE	601-000-23001	1.38
CIS Trust	INV0006577	10/13/2023	CRITICAL ILLNESS INSURANCE	601-000-23001	1.63
CIS Trust	INV0006578	10/13/2023	HOSPITAL INDEMNITY	601-000-23001	16.94
CIS Trust	INV0006579	10/13/2023	IDENTITY PROTECTION	601-000-23001	10.23
CIS Trust	INV0006580	10/13/2023	TRAUMA INSURANCE	601-000-23001	8.75
CIS Trust	INV0006581	10/13/2023	LIFE INSURANCE	601-000-23001	29.23
MASSMUTUAL	INV0006582	10/13/2023	MASSMUTUAL - Group #761...	601-000-23001	15.96
VOYA - OREGON SAVINGS G...	INV0006587	10/13/2023	DEFFERED COMP - PERS EMP...	601-000-23001	551.75
VOYA - OREGON SAVINGS G...	INV0006588	10/13/2023	DEFERRED COMP - PERS EMP...	601-000-23001	26.88
UNITED WAY OF COLUMBIA ...	INV0006589	10/13/2023	UNITED WAY DONATION	601-000-23001	2.50
HRA VEBA TRUST	INV0006592	10/13/2023	YA220 - HRA VEBA	601-000-23001	284.91
HRA VEBA TRUST	INV0006593	10/13/2023	YA220 - HRA VEBA	601-000-23001	235.21
OREGON PERS	INV0006596	10/13/2023	PERS - OPSRP	601-000-23001	4,806.40
OREGON PERS	INV0006596	10/13/2023	PERS IAP VOL CONTRIB-OPSR...	601-000-23001	12.87
OREGON PERS	INV0006596	10/13/2023	PERS 6% IAP	601-000-23001	1,670.69
OREGON PERS	INV0006596	10/13/2023	PERS -TIER 1 & 2	601-000-23001	2,630.18
OREGON DOR TAX SYSTEM	INV0006597	10/13/2023	Oregon Statewide Transit	601-000-23001	27.85
OREGON DOR TAX SYSTEM	INV0006598	10/13/2023	Paid Leave Oregon Employer	601-000-23001	111.41
OREGON DOR TAX SYSTEM	INV0006599	10/13/2023	Paid Leave Oregon	601-000-23001	167.08
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	Social Security Taxes	601-000-23001	3,425.76
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	IRS -EFT DEPARTMENT OF TR...	601-000-23001	2,850.11
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	Medicare Withholding	601-000-23001	801.18
OREGON DOR TAX SYSTEM	INV0006601	10/13/2023	State Withholding	601-000-23001	1,872.10
Fund 601 - WATER Total:					27,266.67

Fund: 603 - SEWER

AMERICAN FAMILY LIFE ASS...	INV0006552	10/13/2023	POLICY ACCOUNT # 0X5A3	603-000-23001	70.16
OREGON AFSCME COUNCIL ...	INV0006553	10/13/2023	AFSCME DUES - LOCAL #1789	603-000-23001	184.72
OREGON AFSCME COUNCIL ...	INV0006554	10/13/2023	AFSCME LOCAL #1789 VOLU...	603-000-23001	3.25
ASI	INV0006556	10/13/2023	ASI HEALTH FSA - EFT	603-000-23001	7.32
CIS Trust	INV0006558	10/13/2023	DENTAL INSURANCE	603-000-23001	175.76
CIS Trust	INV0006560	10/13/2023	DENTAL INSURANCE	603-000-23001	16.91
CIS Trust	INV0006561	10/13/2023	DENTAL INSURANCE	603-000-23001	268.30
CIS Trust	INV0006563	10/13/2023	DENTAL INSURANCE	603-000-23001	48.77
CIS Trust	INV0006566	10/13/2023	DENTAL INSURANCE	603-000-23001	12.27
CIS Trust	INV0006567	10/13/2023	MEDICAL INSURANCE	603-000-23001	2,099.55
CIS Trust	INV0006569	10/13/2023	MEDICAL INSURANCE	603-000-23001	197.39
CIS Trust	INV0006570	10/13/2023	MEDICAL INSURANCE	603-000-23001	2,145.26
CIS Trust	INV0006572	10/13/2023	MEDICAL INSURANCE	603-000-23001	702.47
CIS Trust	INV0006573	10/13/2023	LIFE NSURANCE	603-000-23001	7.73
CIS Trust	INV0006574	10/13/2023	LTD INSURANCE	603-000-23001	18.17
CIS Trust	INV0006576	10/13/2023	ACCIDENT INSURANCE	603-000-23001	1.38
CIS Trust	INV0006577	10/13/2023	CRITICAL ILLNESS INSURANCE	603-000-23001	21.13
CIS Trust	INV0006578	10/13/2023	HOSPITAL INDEMNITY	603-000-23001	2.42
CIS Trust	INV0006579	10/13/2023	IDENTITY PROTECTION	603-000-23001	1.25
CIS Trust	INV0006580	10/13/2023	TRAUMA INSURANCE	603-000-23001	1.25
CIS Trust	INV0006581	10/13/2023	LIFE INSURANCE	603-000-23001	16.44
MASSMUTUAL	INV0006582	10/13/2023	MASSMUTUAL - Group #761...	603-000-23001	38.47
VOYA - OREGON SAVINGS G...	INV0006587	10/13/2023	DEFFERED COMP - PERS EMP...	603-000-23001	277.75
VOYA - OREGON SAVINGS G...	INV0006588	10/13/2023	DEFERRED COMP - PERS EMP...	603-000-23001	21.25
UNITED WAY OF COLUMBIA ...	INV0006589	10/13/2023	UNITED WAY DONATION	603-000-23001	2.50
HRA VEBA TRUST	INV0006592	10/13/2023	YA220 - HRA VEBA	603-000-23001	285.99
HRA VEBA TRUST	INV0006593	10/13/2023	YA220 - HRA VEBA	603-000-23001	101.22
OREGON PERS	INV0006596	10/13/2023	PERS IAP VOL CONTRIB-OPSR...	603-000-23001	12.87
OREGON PERS	INV0006596	10/13/2023	PERS -TIER 1 & 2	603-000-23001	1,051.49
OREGON PERS	INV0006596	10/13/2023	PERS 6% IAP	603-000-23001	1,295.28
OREGON PERS	INV0006596	10/13/2023	PERS - OPSRP	603-000-23001	4,543.85
OREGON DOR TAX SYSTEM	INV0006597	10/13/2023	Oregon Statewide Transit	603-000-23001	21.56
OREGON DOR TAX SYSTEM	INV0006598	10/13/2023	Paid Leave Oregon Employer	603-000-23001	86.36

Expense Approval Register

Packet: APPKT00858 - PAYRO

Item #14.

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OREGON DOR TAX SYSTEM	INV0006599	10/13/2023	Paid Leave Oregon	603-000-23001	129.54
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	Social Security Taxes	603-000-23001	2,653.20
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	IRS -EFT DEPARTMENT OF TR...	603-000-23001	2,104.09
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	Medicare Withholding	603-000-23001	620.56
OREGON DOR TAX SYSTEM	INV0006601	10/13/2023	State Withholding	603-000-23001	1,449.84
Fund 603 - SEWER Total:					20,697.72

Fund: 605 - STORM

AMERICAN FAMILY LIFE ASS...	INV0006552	10/13/2023	POLICY ACCOUNT # 0X5A3	605-000-23001	32.48
OREGON AFSCME COUNCIL ...	INV0006553	10/13/2023	AFSCME DUES - LOCAL #1789	605-000-23001	108.22
OREGON AFSCME COUNCIL ...	INV0006554	10/13/2023	AFSCME LOCAL #1789 VOLU...	605-000-23001	1.74
ASI	INV0006556	10/13/2023	ASI HEALTH FSA - EFT	605-000-23001	7.33
CIS Trust	INV0006558	10/13/2023	DENTAL INSURANCE	605-000-23001	137.11
CIS Trust	INV0006560	10/13/2023	DENTAL INSURANCE	605-000-23001	16.91
CIS Trust	INV0006561	10/13/2023	DENTAL INSURANCE	605-000-23001	90.95
CIS Trust	INV0006563	10/13/2023	DENTAL INSURANCE	605-000-23001	48.75
CIS Trust	INV0006566	10/13/2023	DENTAL INSURANCE	605-000-23001	12.25
CIS Trust	INV0006567	10/13/2023	MEDICAL INSURANCE	605-000-23001	1,132.35
CIS Trust	INV0006569	10/13/2023	MEDICAL INSURANCE	605-000-23001	197.36
CIS Trust	INV0006570	10/13/2023	MEDICAL INSURANCE	605-000-23001	1,037.59
CIS Trust	INV0006572	10/13/2023	MEDICAL INSURANCE	605-000-23001	702.43
CIS Trust	INV0006573	10/13/2023	LIFE NSURANCE	605-000-23001	5.19
CIS Trust	INV0006574	10/13/2023	LTD INSURANCE	605-000-23001	12.10
CIS Trust	INV0006576	10/13/2023	ACCIDENT INSURANCE	605-000-23001	1.39
CIS Trust	INV0006577	10/13/2023	CRITICAL ILLNESS INSURANCE	605-000-23001	1.61
CIS Trust	INV0006578	10/13/2023	HOSPITAL INDEMNITY	605-000-23001	2.42
CIS Trust	INV0006579	10/13/2023	IDENTITY PROTECTION	605-000-23001	1.23
CIS Trust	INV0006580	10/13/2023	TRAUMA INSURANCE	605-000-23001	1.25
CIS Trust	INV0006581	10/13/2023	LIFE INSURANCE	605-000-23001	13.65
MASSMUTUAL	INV0006582	10/13/2023	MASSMUTUAL - Group #761...	605-000-23001	15.93
VOYA - OREGON SAVINGS G...	INV0006587	10/13/2023	DEFFERED COMP - PERS EMP...	605-000-23001	277.74
VOYA - OREGON SAVINGS G...	INV0006588	10/13/2023	DEFERRED COMP - PERS EMP...	605-000-23001	21.23
UNITED WAY OF COLUMBIA ...	INV0006589	10/13/2023	UNITED WAY DONATION	605-000-23001	2.50
HRA VEBA TRUST	INV0006592	10/13/2023	YA220 - HRA VEBA	605-000-23001	160.48
HRA VEBA TRUST	INV0006593	10/13/2023	YA220 - HRA VEBA	605-000-23001	101.19
OREGON PERS	INV0006596	10/13/2023	PERS IAP VOL CONTRIB-OPSR...	605-000-23001	12.85
OREGON PERS	INV0006596	10/13/2023	PERS - OPSRP	605-000-23001	2,716.38
OREGON PERS	INV0006596	10/13/2023	PERS -TIER 1 & 2	605-000-23001	1,051.46
OREGON PERS	INV0006596	10/13/2023	PERS 6% IAP	605-000-23001	858.04
OREGON DOR TAX SYSTEM	INV0006597	10/13/2023	Oregon Statewide Transit	605-000-23001	14.33
OREGON DOR TAX SYSTEM	INV0006598	10/13/2023	Paid Leave Oregon Employer	605-000-23001	57.13
OREGON DOR TAX SYSTEM	INV0006599	10/13/2023	Paid Leave Oregon	605-000-23001	85.71
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	IRS -EFT DEPARTMENT OF TR...	605-000-23001	1,572.82
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	Social Security Taxes	605-000-23001	1,759.88
IRS DEPARTMENT OF TREAS...	INV0006600	10/13/2023	Medicare Withholding	605-000-23001	411.46
OREGON DOR TAX SYSTEM	INV0006601	10/13/2023	State Withholding	605-000-23001	970.20
Fund 605 - STORM Total:					13,653.64

Grand Total: 298,844.41

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	223,022.78
205 - STREETS	14,203.60
601 - WATER	27,266.67
603 - SEWER	20,697.72
605 - STORM	13,653.64
Grand Total:	298,844.41

Account Summary

Account Number	Account Name	Expense Amount
100-000-23001	Payroll - Liability	223,022.78
205-000-23001	Payroll- Liability	14,203.60
601-000-23001	Payroll - Liability	27,266.67
603-000-23001	Payroll- Liability	20,697.72
605-000-23001	Payroll- Liability	13,653.64
Grand Total:		298,844.41

Project Account Summary

Project Account Key	Expense Amount
None	298,844.41
Grand Total:	298,844.41