



COUNCIL REGULAR SESSION

Wednesday, December 01, 2021 at 7:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Doug Morten
Councilor Patrick Birkle
Councilor Stephen R. Topaz
Councilor Jessica Chilton

LOCATION & CONTACT:

HYBRID: Council Chambers and 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

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

PLEDGE OF ALLEGIANCE

DELIBERATIONS:

1. Deliberations - Annexation of 35480 E. Division Road (Hughes)
2. Deliberations - Annexation of 58471 Columbia River Highway (Patel)
3. Deliberations - Annexation of 58284 Old Portland Road (Port of Columbia County)

ORDINANCES – *Final Reading*

- 4. Ordinance No. 3272:** An Ordinance to Annex and Designate the Zone of Certain Property at 58241 South Division Road
- 5. Ordinance No. 3273:** An Ordinance to Annex and Designate the Zone of Certain Property at 35285 Millard Road

ORDINANCES – *First Reading*

- 6. Ordinance No. 3271:** An Ordinance Amending the St. Helens Municipal Code Chapter 6.04 Regarding Beekeeping
- 7. Ordinance No. 3275:** An Ordinance Amending St. Helens Municipal Code Title 13 Relating to Definitions of Equivalent Dwelling Units for Water and Wastewater Utilities Services
- 8. Ordinance No. 3276:** An Ordinance Amending St. Helens Municipal Code Title 2 Relating to Administration and Personnel

RESOLUTIONS

- 9. Resolution No. 1941:** A Resolution to Appoint a Presiding Municipal Court Judge

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 10.** Agreement with Oregon Patrol Service for Court Bailiff Services
- 11.** Amendment No. 1 to 7th Street Container Lofts LLC Ground Lease Agreement

[12.](#) Agreement with Mackenzie Engineering, Inc. for Infrastructure Design Work for the St. Helens Industrial Business Park

[13.](#) Contract Payments

CONSENT AGENDA FOR ACCEPTANCE

[14.](#) Cost Estimate from Turney Excavating, Inc. for Marshall Street Closure

CONSENT AGENDA FOR APPROVAL

[15.](#) Council Work Session, Special Session, and Regular Session Minutes dated November 17, 2021

[16.](#) Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS

MAYOR SCHOLL REPORTS

COUNCIL MEMBER REPORTS

OTHER BUSINESS

ADJOURN

VIRTUAL MEETING DETAILS

Join Zoom:

<https://us06web.zoom.us/j/5033976272?pwd=NTB4RzBwbjhHWDg4OXQrcWo5VDE3UT09>

Meeting ID: 503 397 6272

Passcode: 8675309

Dial by your location: 1 213 338 8477

The St. Helens City Council Chambers are handicapped accessible. If you wish to participate or attend the meeting and need special accommodation, please contact City Hall at 503-397-6272 in advance of the meeting.

Be a part of the vision...Get involved with your City...Volunteer for a City of St. Helens Board or Commission!

For more information or for an application, stop by City Hall or call 503-366-8217.

City of St. Helens
ORDINANCE NO. 3272

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY AT 58241 SOUTH DIVISION ROAD

WHEREAS, applicant Michael McPherson has requested to annex to the City of St. Helens certain property at 58241 South Division Road. This property is also described per **Exhibit A** and depicted per **Exhibit B**; and

WHEREAS, the applicant has consented in writing to the proposed annexation; and

WHEREAS, the applicant constitutes 1) all the owners of the property to be annexed, and 2) more than half of the owners of the property to be annexed own more than half of such property representing more than half of the assessed value pursuant to ORS 222.170(1); and

WHEREAS, the City Council must determine the incorporated Comprehensive Plan Map designation and the Zone Map designation; and

WHEREAS, appropriate notice has been given and a public hearing was held November 3, 2021 on the annexation proposal; and

WHEREAS, the Council has considered findings of compliance with criteria and law applicable to the proposal.

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

Section 1. The above recitations are true and correct and are incorporated herein by this reference.

Section 2. The property described **Exhibit A** and depicted in **Exhibit B** is hereby accepted for annexation to the City of St. Helens.

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Moderate Residential, R7.

Section 4. The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Suburban Residential (Incorporated).

Section 5. The land is classified as "Developing" in accordance with Chapter 17.112 of the St. Helens Community Development Code (SHMC Title 17) and OAR 660-08-0005.

Section 6. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.4.21 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

Section 7. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:

November 17, 2021

Read the second time:

December 1, 2021

APPROVED AND ADOPTED this 1st day of December 2021 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point at the Northwest corner of the intersection of Millard Road and Division Road also the **True Point of Beginning**;

Thence, North $88^{\circ}15'06''$ West along the North right-of-way line of Millard Road a distance of 95.13 feet;

Thence, North $1^{\circ}33'00''$ West a distance of 161.55 feet;

Thence, North $88^{\circ}15'06''$ West a distance of 131.20 feet;

Thence, North $1^{\circ}33'00''$ West a distance of 268.57 feet;

Thence, South $83^{\circ}46'16''$ East a distance of 30 feet;

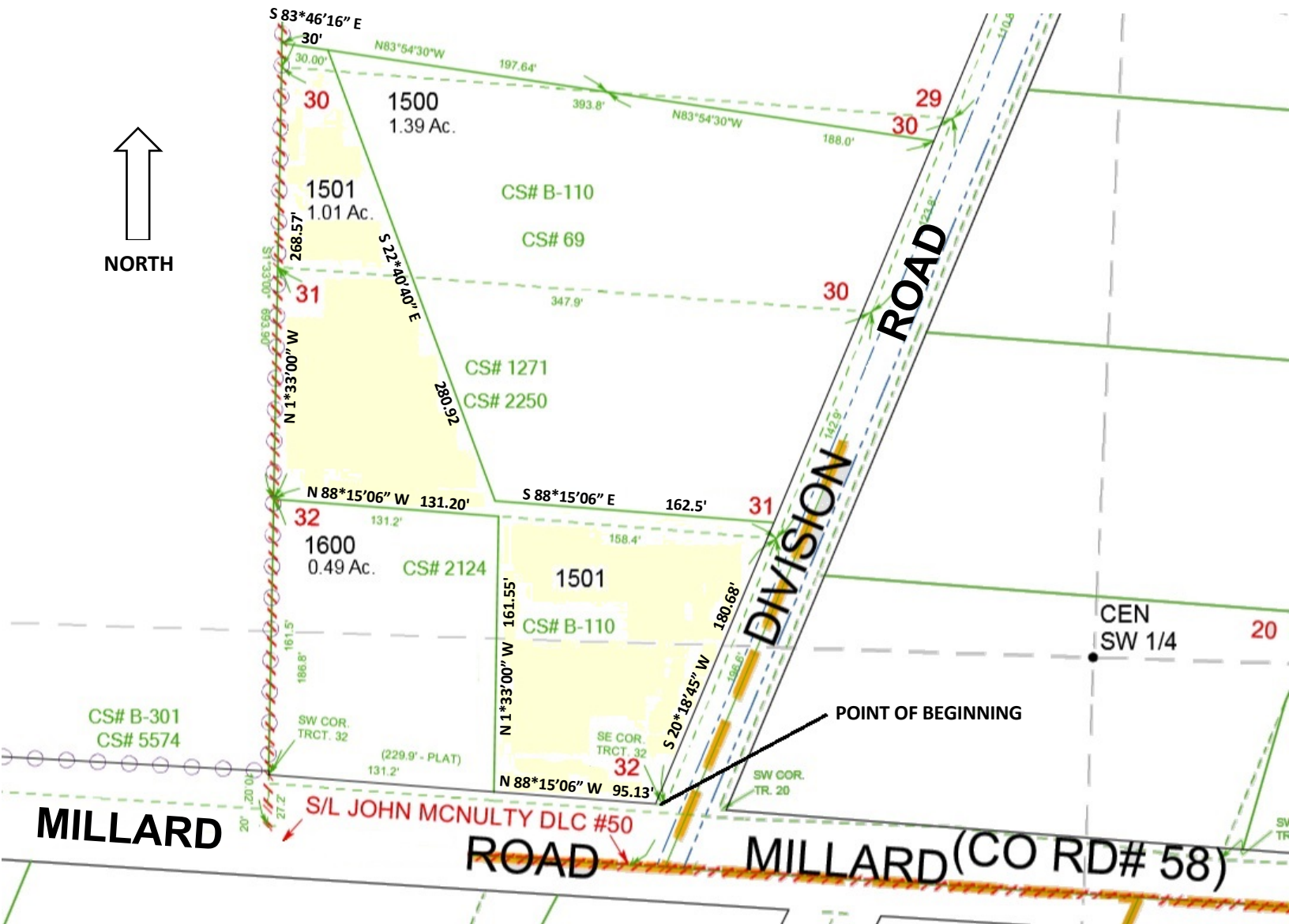
Thence, South $22^{\circ}40'40''$ East a distance of 280.92 feet;

Thence, South $88^{\circ}15'06''$ East a distance of 162.5 feet to the West right-of-way line of Division Road;

Thence, South $20^{\circ}18'45''$ West along said West right-of-way line a distance of 180.68 feet to the **True Point of Beginning**.

ORDINANCE NO. 3272 EXHIBIT B

N.W.1/4 S.W.1/4 SEC.8 T.4N. R.1W. W.M.
COLUMBIA COUNTY



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Annexation A.4.21**

APPLICANT: Michael McPherson

OWNER: Same

ZONING: Columbia County's Single-Family Residential (R-10)

LOCATION: 58241 South Division Road; 4N1W-8CB-1501

PROPOSAL: The property owner filed a consent to annex because they desired to connect to City utilities and to use our development regulations for the undeveloped "back half" of the subject property

SITE INFORMATION / BACKGROUND

The subject property is a 1.01-acre site developed with a detached single-family dwelling (manufactured home). In 2014, this property was sold by the Calvary Lutheran Church (which abuts the property to the north and west) to the applicant. The property abuts both South Division Road to the east and Millard Road to the south. Access to the dwelling is off South Division Road with a paved driveway approach. The site is connected to McNulty water, but not connected to City sewer, although it is available within Millard Road. Both Millard Road and South Division Road do not have sufficient right-of-way to meet our minimum width standards, and they lack frontage improvements abutting this property. Should this property be the subject of a development proposal in the future, some or all of these requirements may be warranted as part of the approval.

PUBLIC HEARING & NOTICE

Public hearing before the Planning Commission for *recommendation to the City Council*: October 12, 2021. Public hearing before the City Council: November 3, 2021.

Notice of this proposal was sent to the Oregon Department of Land Conservation and Development on September 7, 2021 through their PAPA Online Submittal website.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property on September 17, 2021 via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

Notice was published on September 29, 2021 in The Chronicle newspaper.

AGENCY REFERRALS & COMMENTS

The Columbia County Public Works Department had no comments or concerns for the annexation.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.08.040 (1) – Quasi-judicial amendment and standards criteria

- (a) A recommendation or a decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:
 - (i) The applicable comprehensive plan policies and map designation; and that the change will not adversely affect the health, safety, and welfare of the community; and
 - (ii) The applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the comprehensive plan and ordinances; and
 - (iii) The standards applicable of any provision of this code or other applicable implementing ordinance.
- (b) Consideration may also be given to:
 - (i) Any applicable evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

Discussion: (a)(i) The Comprehensive Plan designation for the subject property is Rural Suburban Unincorporated Residential (RSUR). Applicable designation and zoning district for annexation are discussed later.

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC. Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. By this process, the proposal complies with this aspect of the Comprehensive Plan.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC.

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244).

Finally, there is no evidence that this proposal will be contrary to the health, safety and welfare of the community.

(a)(ii) The City's Comprehensive Plan has been adopted by the State, thus, the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197 do not need to be analyzed per this section.

(a)(iii) In addition, Section 3 of the City's Charter states that "annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate." However, during the 2016 Legislative Assembly, Senate Bill 1578 was passed. It states that a City shall annex the territory without submitting the proposal to the electors if certain criteria are met:

1. Property is within the UGB
2. Property will be subject to the City's Comprehensive Plan
3. Property is contiguous to the City limits or is separated by only a public right of way or body of water
4. Property conforms to all other City requirements

As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

(b) There is no evidence of a change in neighborhood, or mistake or inconstancy in the Comprehensive Plan or Zoning Map.

Finding: The quasi-judicial amendment and standards criteria are met.

SHMC 17.08.060 – Transportation planning rule compliance

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule ("TPR")). "Significant" means the proposal would:
 - (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
 - (b) Change standards implementing a functional classification system; or
 - (c) As measured at the end of the planning period identified in the adopted transportation system plan:
 - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
 - (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
 - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:
 - (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
 - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
 - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
 - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County’s Single-Family Residential (R-10) and the City’s zoning options are Suburban Residential (R10) or Moderate Residential (R7).**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County. The City’s zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

Finding: No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

SHMC 17.28.030 (1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years’ supply of like designated lands in current city limits).

Discussion: (a) Water – The site is currently connected to McNulty Water. The nearest City water line is at Les Schwab on Highway 30 (+2,500 feet away).

Sewer – The site is not currently connected to City sewer. With regards to capacity, the City’s wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the “loading” or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Therefore, existing and future uses that could occur on the subject property can be accommodated by the City’s sanitary sewer system.

Transportation – As described above, this proposal poses no significant impact on a transportation facility.

Finding: Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area.

(b) The land use of the subject property is a detached single-family dwelling. This is a permitted use in the corresponding zoning districts.

Finding: There is no known conflict with the Comprehensive Plan and implementing ordinances.

(c) With regards to Oregon Revised Statutes (ORS), city annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on the west side of the subject property. Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owner. Further, ORS 222.125 requires that that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.

ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals. The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- ***Statewide Planning Goal 1: Citizen Involvement.***
Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations.

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***
This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City,

county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.

Generally, Goal 2 requires that actions related to land use be consistent with acknowledged Comprehensive Plans and coordination with affected governments and agencies and be based on an adequate factual base. The City has an adopted Comprehensive Plan, compliance of this proposal which is addressed herein. Moreover, explanation and proof of coordination with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

- ***Statewide Planning Goal 11: Public Facilities and Services.***

Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."

The subject property is served by McNulty water. Should the applicant desire a connection to the City sewer, capacities are adequate to serve the subject property. This is explained above. The existing development is adequately served.

- ***Statewide Planning Goal 12: Transportation.***

Goal 12 requires cities, counties, metropolitan planning organizations, and ODOT to provide and encourage a "safe, convenient and economic transportation system." This is accomplished through development of Transportation System Plans based on inventories of local, regional and state transportation needs. Goal 12 is implemented through OAR 660, Division 12, also known as the Transportation Planning Rule ("TPR"). The TPR contains numerous requirements governing transportation planning and project development.

Traffic impacts and the City's provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility.

(d) The subject property abuts South Division Road and Millard Road.

South Division Road is a local street without sidewalks on either side. The existing right-of-way is also not 50' wide, which is the minimum for local streets.

Millard Road is classified as a minor arterial without sidewalks on either side. The existing right-of-way is also not 60' wide, which is the minimum for minor arterials.

However, this property is not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements, right-of-way dedications, or other requirements. As such, no improvements are warranted with this proposal.

(e) The subject property is not greater than 10 acres in gross size. Thus a needs analysis is not necessary.

Finding: The annexation approval criteria are met for this proposal.

SHMC 17.28.030 (2) – Annexation criteria

The plan designation and the zoning designation placed on the property shall be the city's zoning district which most closely implements the city's comprehensive plan map designation.

Discussion: The Comprehensive Plan designation is currently Rural Suburban Unincorporated Residential (RSUR). The City's zoning options given annexation are Moderate Residential (R7) or Suburban Residential (R10). The Comprehensive Plan designation would thus be Suburban Residential (Incorporated) (SR). **City Council funds R7 zoning in this case to be consistent with the surrounding zoning.**

Finding: Upon annexation, the subject property's Comprehensive Plan designation shall be Suburban Residential (Incorporated) and be zoned Moderate Residential (R7).

SHMC 17.112.020 – Established & Developed Area Classification criteria

- (1) Established Area.
 - (a) An "established area" is an area where the land is not classified as buildable land under OAR 660-08-0005;
 - (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
 - (c) An area shown on a zone map or overlay map as an established area.
- (2) Developing Area. A "developing area" is an area which is included in the city's buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

Discussion: OAR 660-008-0005 classifies *buildable land* as:

Residentially designated land within the urban growth boundary, including both vacant and developed land likely to be redeveloped, that is suitable, available and necessary for residential uses. Publicly owned land is generally not considered available for residential uses. Land is generally considered "suitable and available" unless it:

- (a) Is severely constrained by natural hazards as determined under Statewide Planning Goal 7;
- (b) Is subject to natural resource protection measures determined under Statewide Planning Goals 5, 6, 15, 16, 17 or 18;
- (c) Has slopes of 25 percent or greater;
- (d) Is within the 100-year flood plain; or
- (e) Cannot be provided with public facilities.

Discussion: OAR 660-008-0005 generally defines "Buildable Land" as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned. The subject property is zoned residential and is classified as buildable.

Finding: The subject property should be designated as "developing" in accordance with SHMC 17.112.

CONCLUSION & DECISION

Based upon the facts and findings herein, and the recommendations of staff and the Planning Commission, the City Council approves of this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Suburban Residential (Incorporated) SR, be zoned Moderate Residential (R7), and designated as “developing.”

*This annexation will **not** be subject to voter approval subsequent to this land use process.*

Rick Scholl, Mayor

Date

City of St. Helens
ORDINANCE NO. 3273

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY AT 35285 MILLARD ROAD

WHEREAS, applicant Columbia Soil & Water Conservation District has requested to annex to the City of St. Helens certain property at 35285 Millard Road. This property is also described per **Exhibit A** and depicted per **Exhibit B**; and

WHEREAS, the applicant has consented in writing to the proposed annexation; and

WHEREAS, the applicant constitutes 1) all the owners of the property to be annexed, and 2) more than half of the owners of the property to be annexed own more than half of such property representing more than half of the assessed value pursuant to ORS 222.170(1); and

WHEREAS, the City Council must determine the incorporated Comprehensive Plan Map designation and the Zone Map designation; and

WHEREAS, appropriate notice has been given and a public hearing was held November 3, 2021 on the annexation proposal; and

WHEREAS, the Council has considered findings of compliance with criteria and law applicable to the proposal.

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

Section 1. The above recitations are true and correct and are incorporated herein by this reference.

Section 2. The property described **Exhibit A** and depicted in **Exhibit B** is hereby accepted for annexation to the City of St. Helens.

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Moderate Residential, R7.

Section 4. The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Suburban Residential (Incorporated).

Section 5. The land is classified as "Developing" in accordance with Chapter 17.112 of the St. Helens Community Development Code (SHMC Title 17) and OAR 660-08-0005.

Section 6. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.2.11 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

Section 7. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:
Read the second time:

November 17, 2021
December 1, 2021

APPROVED AND ADOPTED this 1st day of December 2021 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point at the Northeast corner of the intersection of Millard Road and Division Road also the **True Point of Beginning**;

Thence, Northerly along the East right-of-way line of Division Road to the North line of Tract 20, McNulty Heights, Columbia County, Oregon;

Thence, Easterly along the North line of said Tract 20 to the Northeast corner of said Tract 20;

Thence, Southerly along the East line of said Tract 20 a distance of 51.08 feet;

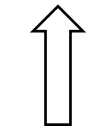
Thence, South $14^{\circ}43'20''$ West to the North right-of-way line of Millard Road;

Thence, Westerly along said North right-of-way line to the **True Point of Beginning**.

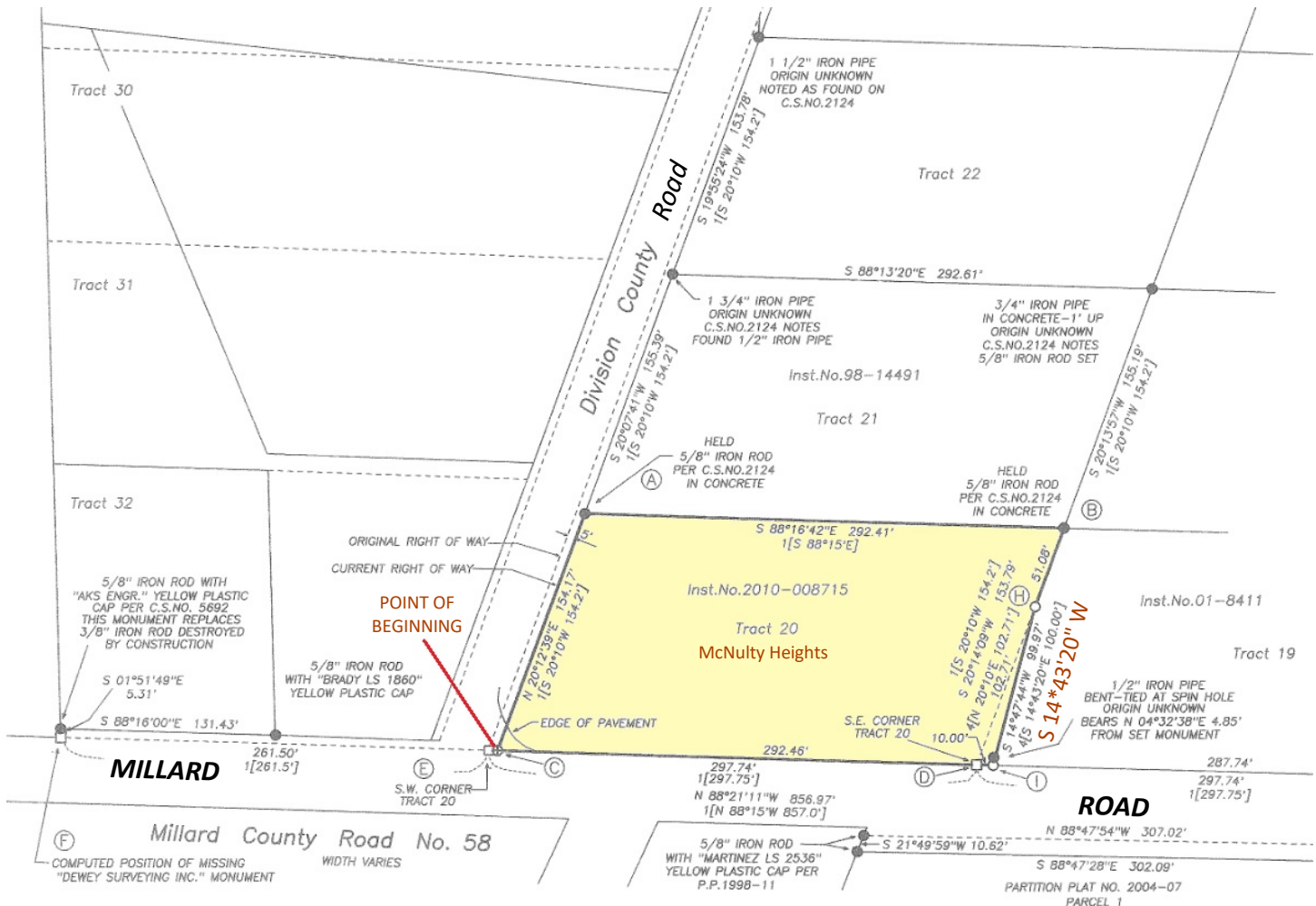
ORDINANCE NO. 3273 EXHIBIT B

N.E. 1/4 S.W. 1/4 SEC.8 T.4N. R.1W. W.M.

COLUMBIA COUNTY



NORTH



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT & CONCLUSIONS OF LAW
Annexation A.2.11**

APPLICANT: Columbia Soil & Water Conservation District (CSWCD)

OWNER: Same

ZONING: Columbia County's Single-Family Residential (R-10)

LOCATION: 35285 Millard Road; 4N1W-8CA-2800

PROPOSAL: The property owner filed a consent to annex in May 2011 because they desired to connect to City sewer. They completed their connection to City sewer, but the annexation was on hold until the subject property abutted City limits. In conjunction with Annexation A.4.21 (58241 South Division Road), this property will abut City limits and be eligible for annexation.

SITE INFORMATION / BACKGROUND

The subject property is 1.05 acres and was the former location of the Warren Grange and Calvary Chapel Fellowship Church. In 2011, the County approved a Determination of Similar Use permit (DSU 11-01) to convert the building into space for Columbia Soil & Water Conservation District (CSWCD) facilities. The approval allowed the "non-conforming Warren Grange, Community Service Institutional Use" to be modified for CSWCD use. CSWCD also leases a portion of the building to the National Resource Conservation Service (NRCS), a wing of the US Department of Agriculture (USDA). Between 2012 and 2013, a two-story garage was built on the property adjacent to the parking lot for NRCS vehicles and general storage. The subject property abuts South Division to the east and Millard Road to the south. Both roads are deficient in their right-of-way widths and lack frontage improvements, although a portion of Millard Road is improved with sidewalks abutting the property. The property is accessed from Millard Road into a fully developed, paved parking lot.

PUBLIC HEARING & NOTICE

Public hearing before the Planning Commission for *recommendation to the City Council*: October 12, 2021. Public hearing before the City Council: November 3, 2021.

Notice of this proposal was sent to the Oregon Department of Land Conservation and Development on September 7, 2021 through their PAPA Online Submittal website.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property on September 17, 2021 via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

Notice was published on September 29, 2021 in The Chronicle newspaper.

AGENCY REFERRALS & COMMENTS

The Columbia County Public Works Department had no comments or concerns with the annexation.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.08.040 (1) – Quasi-judicial amendment and standards criteria

- (a) A recommendation or a decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:
 - (i) The applicable comprehensive plan policies and map designation; and that the change will not adversely affect the health, safety, and welfare of the community; and
 - (ii) The applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the comprehensive plan and ordinances; and
 - (iii) The standards applicable of any provision of this code or other applicable implementing ordinance.
- (b) Consideration may also be given to:
 - (i) Any applicable evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

Discussion: (a)(i) The Comprehensive Plan designation for the subject property is Rural Suburban Unincorporated Residential (RSUR). Applicable designation and zoning district for annexation are discussed later.

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC. Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. By this process, the proposal complies with this aspect of the Comprehensive Plan.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC.

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244).

Finally, there is no evidence that this proposal will be contrary to the health, safety and welfare of the community.

(a)(ii) The City's Comprehensive Plan has been adopted by the State, thus, the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197 do not need to be analyzed per this section.

(a)(iii) In addition, Section 3 of the City’s Charter states that “annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate.” However, during the 2016 Legislative Assembly, Senate Bill 1578 was passed. It states that a City shall annex the territory without submitting the proposal to the electors if certain criteria are met:

1. Property is within the UGB
2. Property will be subject to the City’s Comprehensive Plan
3. Property is contiguous to the City limits or is separated by only a public right of way or body of water
4. Property conforms to all other City requirements

With the condition that Annexation (A.4.21) at 58241 South Division Road is approved, this proposal meets these criteria, and will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

(b) There is no evidence of a change in neighborhood, or mistake or inconstancy in the Comprehensive Plan or Zoning Map.

Finding: The quasi-judicial amendment and standards criteria are met.

SHMC 17.08.060 – Transportation planning rule compliance

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule (“TPR”)).
“Significant” means the proposal would:
 - (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
 - (b) Change standards implementing a functional classification system; or
 - (c) As measured at the end of the planning period identified in the adopted transportation system plan:
 - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
 - (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
 - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:
 - (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
 - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.

- (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
 - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County’s Single-Family Residential (R-10), and the City’s zoning options are Suburban Residential (R10) or Moderate Residential (R7).**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County. The City’s zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

Finding: No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

SHMC 17.28.030 (1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years’ supply of like designated lands in current city limits).

Discussion: (a) Water – The site is currently connected to McNulty Water. The nearest City water line is near Les Schwab on Highway 30 (2,500+ feet away).

Sewer – The site is currently connected to City sewer. With regards to capacity, the City’s wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the “loading” or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Therefore, existing and future uses that could occur on the subject property can be accommodated by the City’s sanitary sewer system.

Transportation – As described above, this proposal poses no significant impact on a transportation facility.

Finding: Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area.

(b) This use would be considered a public facility (major) which is a conditionally allowed use in the Moderate Residential (R7) and Suburban Residential (R10) zoning districts.

Finding: There is no known conflict with the Comprehensive Plan and implementing ordinances.

(c) With regards to Oregon Revised Statutes (ORS), city annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and, **with the condition that Annexation (A.4.21) at 58241 South Division Road is approved**, City of St. Helens corporate limits will lie on the west side of the subject property.

Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owner. Further, ORS 222.125 requires that that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.

ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals.

The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- ***Statewide Planning Goal 1: Citizen Involvement.***

Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations.

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***

This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.

Generally, Goal 2 requires that actions related to land use be consistent with acknowledged Comprehensive Plans and coordination with affected governments and agencies and be based on an adequate factual base. The City has an adopted Comprehensive Plan, compliance of this proposal which is addressed herein. Moreover, explanation and proof of coordination with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

- ***Statewide Planning Goal 11: Public Facilities and Services.***

Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."

The subject property is served by McNulty water. The subject property is served by City sewer, which is explained above. The existing development is adequately served.

- ***Statewide Planning Goal 12: Transportation.***

Goal 12 requires cities, counties, metropolitan planning organizations, and ODOT to provide and encourage a "safe, convenient and economic transportation system." This is accomplished through development of Transportation System Plans based on inventories of local, regional and state transportation needs. Goal 12 is implemented through OAR 660, Division 12, also known as the Transportation Planning Rule ("TPR"). The TPR contains numerous requirements governing transportation planning and project development.

Traffic impacts and the City's provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility.

(d) The subject property abuts South Division Road and Millard Road.

South Division Road is a local street without sidewalks on either side. The existing right-of-way is also not 50' wide, which is the minimum for local streets.

Millard Road is classified as a minor arterial with sidewalks that abut only a portion of the subject property. The existing right-of-way is also not 60' wide for the entire right-of-way that abuts the property, which is the minimum for minor arterials.

However, this property is not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements, right-of-way dedications, or other requirements. As such, no improvements are warranted with this proposal.

(e) The subject property is not greater than 10 acres in gross size. Thus a needs analysis is not necessary.

Finding: The annexation approval criteria are met for this proposal.

SHMC 17.28.030 (2) – Annexation criteria

The plan designation and the zoning designation placed on the property shall be the city's zoning district which most closely implements the city's comprehensive plan map designation.

Discussion: The Comprehensive Plan designation is currently Rural Suburban Unincorporated Residential (RSUR). The City's zoning options given annexation are Moderate Residential (R7) or Suburban Residential (R10). The Comprehensive Plan designation would thus be Suburban Residential (Incorporated) (SR). **City Council recommends R7 zoning to be consistent with the surrounding zoning.**

Finding: Upon annexation, the subject property's Comprehensive Plan designation shall be Suburban Residential (Incorporated) and be zoned Moderate Residential (R7).

SHMC 17.112.020 – Established & Developed Area Classification criteria

- (1) Established Area.
 - (a) An "established area" is an area where the land is not classified as buildable land under OAR 660-08-0005;
 - (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
 - (c) An area shown on a zone map or overlay map as an established area.
- (2) Developing Area. A "developing area" is an area which is included in the city's buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

Discussion: OAR 660-008-0005 classifies *buildable land* as:

Residentially designated land within the urban growth boundary, including both vacant and developed land likely to be redeveloped, that is suitable, available and necessary for residential uses. Publicly owned land is generally not considered available for residential uses. Land is generally considered "suitable and available" unless it:

- (a) Is severely constrained by natural hazards as determined under Statewide Planning Goal 7;
- (b) Is subject to natural resource protection measures determined under Statewide Planning Goals 5, 6, 15, 16, 17 or 18;
- (c) Has slopes of 25 percent or greater;
- (d) Is within the 100-year flood plain; or
- (e) Cannot be provided with public facilities.

Discussion: OAR 660-008-0005 generally defines “Buildable Land” as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned. The subject property is publicly owned.

Finding: The subject property should be designated as “established” in accordance with SHMC 17.112.

CONCLUSION & RECOMMENDATION

Based upon the facts and findings herein, and the recommendations of staff and the Planning Commission, City Council approves of this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Suburban Residential (Incorporated) SR, be zoned Moderate Residential (R7), and designated as “established” with the condition that:

This annexation shall only be processed if Annexation A.4.21 at 58241 South Division Road is also approved.

*This annexation will **not** be subject to voter approval subsequent to this land use process.*

Rick Scholl, Mayor

Date

City of St. Helens
ORDINANCE NO. 3271

AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE
CHAPTER 6.04 REGARDING BEEKEEPING

WHEREAS, in 2015 the State of Oregon adopted House Bill 2653 which requires Oregon State University (OSU) Extension Service, in consultation with State Department of Agriculture, to create best practices for beekeeping in residential areas; and

WHEREAS, said House Bill requires local governments to review existing ordinances and determine whether to adopt new ordinances relating to residential beekeeping;

WHEREAS, the City Council considered the City's prohibition of beekeeping within city limits and determined that some beekeeping should be allowed.

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

Section 1. Chapter 6.04 of the St. Helens Municipal Code ("SHMC") is hereby amended, attached hereto as **Attachment "A"** and made part of this reference.

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

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

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

Read the first time: December 1, 2021
Read the second time: December 15, 2021

APPROVED AND ADOPTED this 15th day of December 2021 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

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

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

CHAPTER 6.04 ANIMAL CONTROL

Sections:

- 6.04.010 Definition of terms.**
- 6.04.020 Owner's duties.**
- 6.04.030 Public duties.**
- 6.04.040 Prohibited activities.**
- 6.04.045 Honeybee Beekeeping.**
- 6.04.050 Cruelty to animals.**
- 6.04.060 Dangerous or aggressive animals.**
- 6.04.065 Declassification of aggressive dogs.**
- 6.04.070 Animal fighting.**
- 6.04.080 Animal facility licensing.**
- 6.04.090 Impounding procedures.**
- 6.04.100 Penalties.**

[...]

6.04.040 Prohibited activities.

[...]

(3) Public Nuisances. It shall be unlawful to keep or maintain within the city any animal which is a nuisance. An animal is a nuisance as described if it:

(a) Causes continuous noise lasting for a minimum period of 15 minutes or intermittent noise lasting for a minimum period of 30 minutes by excessive barking or noise making, for which the listener can clearly hear the content of the sound produced by the animal from inside any neighboring building, vehicle or residence;

(b) Chases vehicles;

(c) Damages or destroys property of a person other than the owner or custodian of the animal;

(d) Scatters garbage;

(e) Molests, attacks or interferes with persons or other domestic animals on property other than the owner's property-;

(f) Involves bees that exhibit aggressive behavior such as stinging or attacking without provocation;

(g) Involves ongoing honeybee flight paths that are less than 6' from ground level at a property line of the property where the bees are kept;

(h) Involves honeybees swarming outside of the normal Spring season.

[...]

(5) Animal Restrictions and Prohibitions.

(a) The following are prohibited except as set forth in subsections (5)(b), (5)(c) and (5)(d) of this section:

(i) Beekeeping. No person shall possess, maintain or keep bees in the city limits, except for mason bees, and in conformance with SHMC 6.04.045, honeybees.

(ii) Dogs. No single-family residence shall contain more than three adult dogs and one litter of puppies under six months of age.

(iii) Exotic Animals. No person shall possess, maintain or keep any exotic animal in the city limits.

(iv) Hens and Ducks. No single-family residence shall possess, maintain or keep more than three adult hens or ducks, or any combination thereof, and six chicks or ducklings, or any combination thereof, under nine weeks of age.

(v) Livestock. No person shall possess, maintain or keep any livestock in the city limits.

(vi) Rabbits. No single-family residence shall possess, maintain or keep more than three adult rabbits and one litter of rabbit kits (bunnies) under nine weeks of age.

(vii) Wildlife. No person shall possess, maintain or keep any wildlife in the city limits.

(b) Except for subsections (5)(a)(i), (5)(a)(v) and (5)(a)(vii) of this section, an owner may request an animal facility license for the keeping of such animals in the manner as set forth in SHMC 6.04.080. For beekeeping of honeybees, see SHMC 6.04.045.

[...]

6.04.45 Honeybee Beekeeping.

(1) Purpose. The purpose of this section is to establish certain requirements for honeybee beekeeping within the City of St. Helens associated with residential uses and to avoid issues which might otherwise be associated with beekeeping in populated areas.

(2) In addition to the definitions per Section 6.04.010, the following definitions apply to this Section:

(a) "Apiary" means the place where bee colonies are located.

(b) "Colony" or "colonies of bees" refers to any hive occupied by bees.

(c) "Flight path" means the route taken by bees to and from the colony to gather water, nectar, pollen, or propolis.

(d) "Hive" means a container or collection of boxes for housing honeybees including those for a nucleus colony.

(e) "Honeybee" means a honey-producing insect of the species *Apis mellifera* commonly known as honeybees.

(f) "Lot" means a contiguous parcel of land under common ownership.

(g) "Nucleus colony" or "nuc" means a small colony that only contains a few thousand honeybees and a queen that is used primarily to produce new queens or workers for the purpose of starting a new colony or adding to an existing colony.

(h) "Robbing" means the process by which bees collect honey from colonies other than their own, from frames of extracted honey, or from spills of sugar syrup or honey.

(3) Beekeeping of honeybees may be allowed as an accessory use on property developed with a lawfully existing residential use as the principle use of the property (see Chapter 17.16 SHMC for definition of accessory use and principal use). No animal facility license per SHMC 6.04.080, permit or other authorization is required to allow honeybee beekeeping associated with a lawfully existing residential use, but allowance of such is subject to the following:

(a) The number of hives are limited to up to four per property on any size lot, up to six for any lot 10,000 square feet or greater, and up to ten for any lot greater than 1 acre in size.

(b) Hives shall be hidden from public view at all times.

(c) Flight paths shall be managed by:

(i) Establishing and maintaining a flyaway barrier at least 6 feet in height consisting of a solid wall, fence, dense vegetation or combination thereof that is parallel to the lot line(s) and extends 10 feet beyond the apiary in each direction so that all bees are forced to fly at an elevation of at least 6 feet above ground level over the lot lines in the vicinity of the apiary; or

(ii) A flyaway barrier is not required when:

(A) All hives are more than 10 feet from any lot line; and/or

(B) All hives are elevated to a height of 10 feet or more above ground level.

(d) In addition to any setback to manage flight paths per SHMC 6.04.045(3)(c) and to meet any yard (setback) requirement of the Development Code, all hives must be:

(i) At least 3 feet from all property lines; and

(ii) At least 15 feet from public walkways and streets, and any public outdoor spaces used for, but not limited to, seating, playgrounds, and recreational fields.

(e) Each beekeeper shall ensure that a convenient, on-site source of water is available to the bees at all times during the months of March through October when honeybees forage. Water source should be within fifteen feet of the base of the hive(s), located away from lot lines and toward the interior of the property, where possible.

(f) Each beekeeper shall comply with Oregon Department of Agriculture (ODA) apiary registration requirements, as applicable.

(g) Swarming outside of the Spring season. Swarming is a natural reproduction phenomenon of honeybees that typically occurs in the Spring. Swarming outside of this normal period may be a sign of necessary maintenance of the hives needed to mitigate defensive behavior, including but not limited to addressing overcrowding of hives, requeening, managing the age of the colony, and managing exposed honey, syrup or nectar or wax comb that could encourage robbing by other bees.

(4) The requirements of this Section are in addition to those related to farm use as defined by Chapter 17.16 SHMC and any other applicable laws of the Development Code.

City of St. Helens
ORDINANCE NO. 3275

AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE TITLE
13 RELATING TO DEFINITIONS OF EQUIVALENT DWELLING
UNITS FOR WATER AND WASTEWATER UTILITIES SERVICES

WHEREAS, staff has reviewed the current St. Helens Municipal Code and determined that changes need to be made to help clarify administrative processes related to utility billing and rates; and

WHEREAS, Chapter 13.20.020 defines the Drainage Residential Unit (DRU) for stormwater service, but no such definition exists in Title 13 of the St. Helens Municipal Code for water and wastewater utilities services.

WHEREAS, staff finds it is necessary and appropriate to define Equivalent Dwelling Units of demand for water and wastewater utilities services in Chapter 13.02.010 in Title 13 Public Services of the St. Helens Municipal Code; and

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

Section 1. Chapter 13.02.010 (4) be added to Title 13:

“Water Equivalent Dwelling Unit (EDU)” means for domestic water service, one EDU shall be equivalent to a $\frac{3}{4}$ -inch meter and is considered to be equivalent to 1,000 cubic feet (cf) of water per month for planning purposes.

Section 2. Chapter 13.02.010 (5) be added to Title 13:

“Wastewater Equivalent Dwelling Unit (EDU)” means for wastewater service, one EDU shall be 550 cubic feet (cf) per month of residential strength wastewater defined as having a maximum concentration of 220 milligrams per liter (mg/l) biochemical oxygen demand (BOD5) and 220 milligrams per liter (mg/l) total suspended solids (TSS).

Section 3. All defined terms in Chapter 13.02.010 will be renumbered and reordered alphabetically with the inclusion of the newly defined EDUs for water and wastewater utilities services.

Read the first time: December 1, 2021
Read the second time: December 15, 2021

APPROVED AND ADOPTED by the City Council this 15th day of December 2021, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
ORDINANCE NO. 3276

AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE
TITLE 2 RELATING TO ADMINISTRATION AND PERSONNEL

WHEREAS, St. Helens Municipal Code Title 2 regarding administration and personnel requires periodic updating to current standards; and

WHEREAS, the City Council has determined that updates are needed to Title 2 of the Municipal Code to reflect current and best practices.

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

Section 1. The above recitations are true and correct and are incorporated herein by reference.

Section 2. The City of St. Helens Municipal Code is hereby amended, attached hereto as **Attachment "A"**, and made part of this reference.

Section 3. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:	December 1, 2021
Read the second time:	December 15, 2021

APPROVED AND ADOPTED by the City Council this 15th day of December 2021, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

2.04.010 Short title.

The provisions of this chapter and all rules adopted under this chapter may be cited as the St. Helens public contracting code. (Ord. 2942 § 3, 2005)

2.04.020 Purpose.

The purpose of the St. Helens public contracting code is to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:

- (1) Promoting impartial and open competition;
- (2) Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
- (3) ~~Taking full advantage of evolving~~ Utilizing current procurement methods that suit the contracting needs of the city as they emerge within various industries. (Ord. 2942 § 4, 2005)

2.04.030 St. Helens public contracting code.

The following rules are adopted as the city's public contracting rules. As provided by ORS [279A.065\(65\)](#)(a), the Model Rules adopted by the Attorney General under ORS Chapters [279A](#), [279B](#), and [279C](#) ("the Model Rules") do not apply, unless otherwise provided for herein or as adopted by ordinance or resolution by the city of St. Helens local contract review board. (Ord. 2942 § 5, 2005)

2.04.040 Interpretation of public contracting code.

In furtherance of the purpose of the objectives set forth herein, it is the intent of the city of St. Helens that the St. Helens public contracting code be interpreted to authorize the full use of all contracting powers and authorities described in ORS Chapters [279A](#), [279B](#) and [279C](#). (Ord. 2942 § 6, 2005)

2.04.050 Code not applicable to the following public contracts.

In accordance with ORS [279A.025](#), the St. Helens public contracting code and the Oregon Public Contracting Code do not apply to the following classes of contracts:

- (1) Agreements between Governments. Intergovernmental agreements and contracts between the city of St. Helens and a public body or agency of the state of Oregon or its political subdivisions, or between the city of St. Helens and an agency of the federal government.
- (2) Grants. Except as provided below for public improvements and public works, a grant contract is an agreement under which the city of St. Helens is either a grantee or a grantor of moneys, property or other assistance, including loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets, for the purpose of supporting or stimulating a program or activity of the grantee and in which no substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with the grant conditions.

While the making or receiving of a grant is not a public contract subject to the Oregon Public Contracting Code, any grant made by the city of St. Helens for the purpose of constructing a public improvement or public works project shall impose conditions on the grantee that ensure that expenditures of the grant to design or construct the public improvement or public works project are made in accordance with the Oregon Public Contracting Code and this code.

(3) Legal Witnesses and Consultants. Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the city of St. Helens is or may become interested.

(4) Real Property. Acquisitions or disposals of real property or interests in real property.

(5) Textbooks. Contracts for the procurement or distribution of textbooks.

(6) Oregon Corrections Enterprises. Procurements from an Oregon corrections enterprises program.

(7) Finance. Contracts, agreements or other documents entered into, issued or established in connection with:

(a) The incurring of debt by the city of St. Helens, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;

(b) The making of program loans and similar extensions or advances of funds, aid or assistance by the city of St. Helens to a public or private person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law, other than for the construction of public works or public improvements;

(c) The investment of funds by the city of St. Helens as authorized by law; or

(d) Banking, money management or other predominantly financial transactions of the city of St. Helens that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the finance director.

(8) Employee Benefits. Contracts for employee benefit plans as provided in ORS [243.105](#)(1), [243.125](#)(4), [243.221](#), [243.275](#), [243.291](#), [243.303](#) and [243.565](#).

(9) Exempt Under State Laws. Any other public contracting specifically exempted from the Oregon Public Contracting Code by another provision of law.

(10) Federal Law. Except as otherwise expressly provided in ORS [279C.800](#) through [279C.870](#), applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or this code, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or this code. (Ord. 2942 § 7, 2005)

2.04.060 Model Rules.

Except as specifically provided herein, or by subsequent ordinance or resolution, the Model Rules, Divisions 46, 47, and 49, adopted by the Attorney General under ORS Chapters [279A](#), [279B](#),

and [279C](#), as they now exist, and as they may be amended in the future, and in the adopted ordinances of the city of St. Helens, are hereby adopted as the city of St. Helens public contracting rules. Words and phrases used in these rules that are defined in ORS Chapter [279A](#), [279B](#) or [279C](#) and in the Model Rules shall have the same meaning as in those statutes and rules. In the event that the rules adopted by the local contract review board do not address a particular situation, the Model Rules apply. (Ord. 2942 § 8, 2005)

2.04.070 Local contract review board.

The city council of the city of St. Helens is designated as the local contract review board under the state of Oregon Public Contracting Code and this code. No special procedure shall be necessary for the city council, otherwise meeting properly at any regular or special meeting for the transaction of city business, to exercise the powers of the local contract review board. Except as expressly delegated under these regulations, the city council of the city of St. Helens reserves to itself the exercise of all of the duties and authority of a local contract review board under state and local law, including, but not limited to, the power and authority to:

- (1) Solicitation Methods Applicable to Contracts. Approve the use of contracting methods and exemptions from contracting methods for a specific contract or certain classes of contracts.
- (2) Brand Name Specifications. Exempt the use of brand name specifications for public improvement contracts.
- (3) Waiver of Performance and Payment Bonds. Approve the partial or complete waiver of the requirement for the delivery of a performance or payment bond for construction of a public improvement, other than in cases of emergencies.
- (4) Electronic Advertisement of Public Improvement Contracts. Authorize the use of electronic advertisements for public improvement contracts in lieu of publication in a newspaper of general circulation.
- (5) Appeals of Debarment and Prequalification Decisions. Hear properly filed appeals of the city administrator's determination of debarment or concerning prequalification.
- (6) Rulemaking. Adopt contracting rules under ORS [279A.065](#) and [279A.070](#) including, without limitation, rules for the procurement, management, disposal and control of goods, services, personal services, and public improvements.
- (7) Award. Award all contracts.
- (8) Delegation. Delegate to any employee or agent of the city of St. Helens any of the duties or authority of a contracting agency. (Ord. 2942 § 9, 2005)

2.04.080 Contracting agency.

The city council of the city of St. Helens is designated as the contracting agency under the state of Oregon Public Contracting Code and this code. Except as expressly delegated under these regulations, the city council of the city of St. Helens reserves to itself the exercise of all of the duties and authority of a contracting agency under state and local law. The contracting agency may, from time to time, delegate its powers and responsibilities by board order, resolution or ordinance

consistent with the Oregon Public Contracting Code, the Model Rules, and ordinances of the city of St. Helens. (Ord. 2942 § 10, 2005)

2.04.090 Delegation of authority to city administrator.

(1) General Authority. The city administrator shall be the purchasing manager for the city of St. Helens and is hereby authorized to issue all solicitations and to award all city of St. Helens contracts for which the contract price does not exceed ~~\$75,000~~\$100,000. Subject to the provisions of this chapter, the city administrator may adopt and amend all solicitation materials, contracts and forms required or permitted to be adopted by contracting agencies under the Oregon Public Contracting Code, this code or otherwise convenient for the city of St. Helens's contracting needs. The city administrator shall hear all solicitation and award protests.

(2) Solicitation Preferences. When possible, the city administrator shall use solicitation documents and evaluation criteria that:

(a) Give preference to goods that are fabricated or processed, or services that are performed entirely within the state of Oregon if the cost of the goods or services does not exceed 110 percent of the cost of the goods or services not fabricated or processed or performed entirely within the state of Oregon and, if more than one bidder or proposer qualifies for this preference, the city may give an additional five percent preference to a qualifying bidder or proposer that resides in or is headquartered in the state of Oregon; and

(b) Give preference to goods that are certified to be made from recycled products when such goods are available, can be substituted for nonrecycled products without a loss in quality, and the cost of goods made from recycled products is not significantly more than the cost of goods made from nonrecycled products.

(3) Delegation of City Administrator's Authority. The following delegations are authorized and approved by the contracting agency:

(a) Any of the responsibilities or authorities of the city administrator under this chapter may be delegated and subdelegated by written directive or order.

(b) Without such order, the city finance director, in the absence of the city administrator, shall serve as purchasing manager with all the powers, responsibilities and authorities of the administrator.

~~(c) Without such order, the city engineering manager, in the absence of the city administrator, shall serve as purchasing manager with all the powers, responsibilities and authorities of the administrator, as regards public improvements and public works contracts.~~

~~(d) Without such order, the following city department heads are delegated contract and purchasing authority, up to \$5,000: city attorney, finance director, engineering administrator, chief of police, planning administrator, building official, library director, and wastewater treatment superintendent. Amounts between \$5,000 and \$25,000 require approval of the designated department councilor.~~

~~(e) Without such order, each city department head is authorized to delegate contract and purchasing authority to another employee serving as "acting" in capacity in the department head's absence.~~

~~(f)~~ Without such order, city department heads may enter into contracts authorized under the city ordinances or by the appropriate approval authority ~~(e.g., planning commission)~~ when such contracts do not expend city funds, on behalf of their respective departments and the city, provided the contract contains the concurrence and signatures of the city administrator ~~and city attorney~~ and provided the department head provides notice of such contract by placing it on the council's agenda for acceptance at the next available city council meeting.

~~(g) Without such order, the city attorney together with any applicable city department head may enter into compliance agreements and/or settlement agreements (e.g., nuisance abatement compliance agreements) in avoidance of administrative proceedings or litigation, when such agreements do not exceed \$25,000, on behalf of their respective departments and the city, provided the agreement contains the concurrence and signatures of the department head, city administrator and city attorney and provided the department head provides notice of such agreement by placing it on the council's agenda for acceptance at the next available city council meeting.~~

~~(h) Without such order the city finance director or his/her designee, with the concurrence of the city administrator and the applicable department head, are authorized to pay any bills not to exceed \$10,000 without action of the full city council provided the finance director provides notice of all such bills by placing them on the council's agenda for acceptance at the next available city council meeting.~~

~~(d)~~ The following safeguards and requirements set forth below for contracts, purchases, payments, and approval of exemptions shall be observed by the city purchasing manager and all department heads:

(i) Whenever a contract officer is authorized to contract or purchase, the contract officer's authority is expressly contingent on documented compliance with public contracting regulations adopted by the city. Every contract officer is specifically authorized and required to take such actions and grant such orders and exemptions, with supporting documentation, as are necessary to achieve strict compliance with city contracting laws and procedures.

~~(ii) With approval of the designated department councilor, department heads are authorized to enter into contracts and make purchases and approve contract exemptions between \$5,000 and not to exceed \$25,000 in public funds, provided the contract or purchase is authorized in the current city budget, and available funds are verified by the signature of either the finance director or city administrator on the contract/purchase order and the exemption order. Said contract or purchase must be made on contract forms and exemption forms approved and executed by the city attorney.~~

~~(iii) Contracts and purchases not to exceed \$5,000 may be executed or made by the city department head, and no exemption record is required to be made; provided, however, the department head shall verify available budgeted funds. The city attorney's signature is not required if standard contract forms are used. The city administrator or city finance director's signatures are not required to verify budgeted funds. Department heads are~~

~~solely responsible to keep track of such purchases and contracts and are encouraged to make a record of such purchases consistent with city policy for larger contracts.~~

~~(iv) Notwithstanding the delegation in this chapter, department heads are encouraged to keep their city council liaison informally advised of the substance of any contract or purchase. The city council, acting at a regular or special meeting, reserves to itself the power and authority to approve any contract, purchase, exemption order or authorize payment.~~

(4) Mandatory Review of Rules. Whenever the Oregon State Legislative Assembly enacts laws that cause the Attorney General to modify its Model Rules, the city administrator shall review the public contracting regulations, other than the Model Rules, and recommend to the city council of the city of St. Helens any modifications required to ensure compliance with statutory changes. (Ord. 3158 § 1, 2012; Ord. 3066 § 1, 2, 2007; Ord. 2942 § 11, 2005)

2.04.100 Public contracts – Additional definitions.

The following terms used in these regulations shall have the meanings set forth below:

“Award” means the selection of a person to provide goods, services or public improvements under a public contract. The award of a contract is not binding on the city of St. Helens until the contract is executed and delivered by city of St. Helens.

“Bid” means a binding, sealed, written offer to provide goods, services or public improvements for a specified price or prices.

“Concession agreement” means a contract that authorizes and requires a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from real property owned or managed by the city of St. Helens, and under which the concessionaire makes payments to the city of St. Helens based, at least in part, on the concessionaire’s revenues or sales. The term “concession agreement” does not include a mere rental agreement, license or lease for the use of premises.

“Contract price” means the total amount paid or to be paid under a contract, including any approved alternates, and any fully executed change orders or amendments.

~~“Contract review board” or~~ “local contract review board” or “LCRB” means the city council of the city of St. Helens.

“Cooperative procurement” means a procurement conducted by or on behalf of one or more contracting agencies.

“Debarment” means a declaration by the city council or city administrator under ORS [279B.130](#) or [279C.440](#) that prohibits a potential contractor from competing for the city of St. Helens public contracts for a prescribed period of time.

“Disposal” means any arrangement for the transfer of property by the city of St. Helens under which the city of St. Helens relinquishes ownership.

“Emergency” means circumstances that create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and require prompt execution of a contract to remedy the condition.

“Energy savings performance contract” means a contract with a qualified energy service company for the identification, evaluation, recommendation, design and construction of energy conservation measures that guarantee energy savings or performance.

“Findings” are the statements of fact that provide justification for a determination. Findings may include, but are not limited to, information regarding operation, budget and financial data; public benefits; cost savings; competition in public contracts; quality and aesthetic considerations; value engineering; specialized expertise needed; public safety; market conditions; technical complexity; availability; performance and funding sources.

“Goods” means any item or combination of supplies, equipment, materials or other personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto.

“Informal solicitation” means a solicitation made in accordance with the city of St. Helens public contracting code to a limited number of potential contractors, in which the solicitation agent attempts to obtain at least three written quotes or proposals.

“Invitation to bid” means a publicly advertised request for competitive sealed bids.

“Model Rules” means the public contracting rules adopted by the Attorney General under ORS [279A.065](#).

“Offeror” means a person who submits a bid, quote or proposal to enter into a public contract with the city of St. Helens.

“Oregon Public Contracting Code” means ORS Chapters [279A](#), [279B](#) and [279C](#).

“Person” means a natural person or any other private or city of St. Helens entity having the legal capacity to enter into a binding contract.

“Personal services contract” means a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, land surveyors, photogrammetrists, transportation planners, attorneys, auditors and other licensed professionals, artists, designers, computer programmers, performers, consultants and property managers. The city administrator shall have discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of personal services.

“Proposal” means a binding offer to provide goods, services or public improvements with the understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price. A proposal may be made in response to a request for proposals or under an informal solicitation.

“Public contract” means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the city of St. Helens of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

“Public improvement” means a project for construction, reconstruction or major renovation on real property by or for the city of St. Helens. “Public improvement” does not include:

(1) Projects for which no funds of the city of St. Helens are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or

(2) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

“Purchasing manager” means the city administrator or designee.

“Qualified pool” means a pool of vendors who are prequalified to compete for the award of contracts for certain types of contracts or to provide certain types of services.

“Quote” means a price offer made in response to an informal or qualified pool solicitation to provide goods, services or public improvements.

“Request for proposals” means a publicly advertised request for sealed competitive proposals.

“Services” means and includes all types of services (including construction labor) other than personal services.

“Solicitation” means an invitation to one or more potential contractors to submit a bid, proposal, quote, statement of qualifications or letter of interest to the city of St. Helens with respect to a proposed project, procurement or other contracting opportunity. The word “solicitation” also refers to the process by which the city of St. Helens requests, receives and evaluates potential contractors and awards public contracts.

“Solicitation agent” means, with respect to a particular solicitation, the department head or person designated by the department head to conduct the solicitation and make an award.

“Solicitation documents” means all informational materials issued by the city of St. Helens for a solicitation, including, but not limited to, advertisements, instructions, submission requirements and schedules, award criteria, contract terms and specifications, and all laws, regulations and documents incorporated by reference.

“Standards of responsibility” means the qualifications of eligibility for award of a public contract. An offeror meets the standards of responsibility if the offeror has:

(1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the offeror to meet all contractual responsibilities;

(2) A satisfactory record of performance. The solicitation agent shall document the record of performance of an offeror if the solicitation agent finds the offeror to be not responsible under this definition;

(3) A satisfactory record of integrity. The solicitation agent shall document the record of integrity of an offeror if the solicitation agent finds the offeror to be not responsible under this definition;

(4) Qualified legally to contract with the city of St. Helens;

(5) Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the solicitation agent concerning responsibility, the solicitation agent shall base the determination of responsibility upon any available information or may find the offeror nonresponsible; and

(6) Not been debarred by the city of St. Helens, and, in the case of public improvement contracts, has not been listed by the Construction Contractors Board as a contractor who is not qualified to hold a public improvement contract.

“Surplus property” means personal property owned by the city of St. Helens which is no longer needed for use by the department to which such property has been assigned. (Ord. 3158 § 2, 2012; Ord. 2942 § 12, 2005)

2.04.110 Public contracts – Process for approval of special solicitation methods and exemptions.

(1) Authority of City of St. Helens City Council. In its capacity as [local](#) contract review board for the city of St. Helens, the city council, upon its own initiative or upon request of the city administrator, may create special ~~selectionsolicitationsolicitation~~, evaluation and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section.

(2) Basis for Approval. The approval of a special solicitation method or exemption from competition must be based upon a record before the local contract review board, ~~that contains the following:~~

~~(a) The nature of the contract or class of contracts for which the special solicitation or exemption is requested;~~

~~(b) The estimated contract price or cost of the project, if relevant;~~

~~(c) Findings to support the substantial cost savings, enhancement in quality or performance or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;~~

~~(d) Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations; and~~

~~(e) A description of the proposed alternative contracting methods to be employed.~~

(3)(a) In making a determination regarding a special selection method, the local contract review board may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.

(4)(3)(a) The local contract review board may approve the special solicitation or exemption after having received a written request that describes the contracting procedure, the goods or services or the class of goods or services that are the subject of the special procurement and the circumstances that justify the use of a special procurement under the standards set forth in subsection (2) of this section.

(5) (b) The local contract review board may approve a special procurement if the local contract review board finds that the request submitted under subsection (2) of this section demonstrates that the use of a special procurement as described in the request:

(i) Is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and

(ii) Is reasonably expected to result in substantial cost savings to the city or the public or otherwise substantially promotes the public interest in a manner that could not be practicably realized by complying with the requirements of the local contract review board rules without using an exemption.

(4) Notification of the approval of an exemption to the local contract review board rules shall be published at least once in at least one newspaper of general circulation in the St. Helens area and in as many additional issues and publications as the city may determine.

(5) Any affected person may protest the approval of a special exemption in accordance with ORS 279B.400 and OAR 137-047-0700, by filing such protest within seven days from the date of publication of notice of the approval.

(6) Commencement of Solicitation Prior to Approval. A solicitation may be issued prior to the approval of a special exemption under this section; provided, that the closing of the solicitation may not be earlier than five days after the date of the hearing at which the LCRB approves the exemption. If the LCRB fails to approve a requested exemption or requires the use of a solicitation procedure other than the procedures described in the issued solicitation documents, the issued solicitation may either be modified by addendum, or cancelled. (Ord. 3201 § 1, 2015; Ord. 2942 § 13, 2005)

2.04.120 Approved solicitation methods for classes of contracts.

Having performed a public hearing in accordance with Oregon law, the following classes of public contracts and the method(s) that are approved for the award of each of the classes are hereby established by the city of St. Helens.

(1) Purchases from Nonprofit Agencies for Disabled Individuals. The city of St. Helens shall give a preference to goods, services and public improvements available from qualified nonprofit agencies for disabled individuals in accordance with the provisions of ORS 279.835 through 279.850.

(2) Public Improvement Contracts.

(a) Any Public Improvement. Unless otherwise provided in the code, or state law, or approved for a special exemption, public improvement contracts in any amount may be issued only under an invitation to bid.

(b) Nontransportation Public Improvements Up to \$100,000. Public improvement contracts other than contracts for a highway, bridge or other transportation project for which the estimated contract price does not exceed \$100,000 may be awarded using an informal solicitation for quotes.

(c) Transportation Public Improvements Up to \$50,000. Contracts for which the estimated contract price does not exceed \$50,000 for highways, bridges or other transportation projects may be awarded using an informal solicitation for quotes.

(d) Privately Constructed Public Improvements. The city of St. Helens may contribute funding to a privately constructed public improvement project without subjecting the project to competitive solicitation requirements if all of the following conditions are met with respect to the entire public improvement project:

~~(i) The city of St. Helens's contribution to the project may not exceed 25 percent of the total cost of the project;~~

(ii) The city of St. Helens must comply with all applicable laws concerning the reporting of the project to the Bureau of Labor and Industries ~~as a public works project;~~

(iii) The general contractor for the project must agree in writing to comply with all applicable laws concerning reporting and payment of prevailing wages for the project;

~~(iiiv)~~ The funds contributed to the project may not provide a pecuniary benefit to the owner of the development for which the project is being constructed, other than benefits that are shared by all members of the community;

(iv) The performance of the general contractor and the payment of labor for the project must be secured by performance and payment bonds or other cash-equivalent security that is acceptable to the city administrator to protect the city of St. Helens against defective performance and claims for payment; and

(vi) The contract for construction of the project must be amended, as necessary, to require the general contractor to maintain adequate workers' compensation and liability insurance and to protect and provide indemnification to the city of St. Helens for all claims for payment, injury or property damage arising from or related to the construction of the project.

(3) Personal Services Contracts.

(a) Contracts for Architects, Engineers, Land Surveyors, Photogrammetrists, Transportation Planners, ~~financing~~ and Related Services.

(i) Personal services contracts with the above-enumerated professionals where the estimated cost of the contract does not exceed \$100,000, or in the case of an emergency, may be awarded in any manner which the solicitation agent deems appropriate to the city of St. Helens' needs, including by direct appointment or purchase.

(ii) Personal services contracts with the above-enumerated professionals where the estimated cost of the contract is greater than \$100,000 but does not exceed \$250,000 shall be awarded following a qualifications based selection procedure outlined in subsection (3)(a)(iii) of this section, except that the city may adjust the procedure to accommodate the city's scope, schedule or objectives for the particular project.

(iii) Personal services contracts with the above-enumerated professionals where the estimated cost of the contract is greater than \$250,000 shall be awarded following a qualifications based selection procedure focusing on the consultant's qualifications for the type of professional service required, taking into account the candidate's specialized experience, capabilities and technical competence; resources; record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration; ownership status and employment practices regarding minority, women and emerging small businesses or historically under utilized businesses; availability to the project locale; familiarity with the project locale; and proposed project management techniques. The city may not solicit or use pricing policies and proposals or other pricing information, including the number of hours proposed for the service required, expenses, hourly rates and overhead, to determine consultant compensation until after the city has selected a qualified professional. If the city and the professional are unable to negotiate a reasonable and fair amount of compensation, as determined solely by the city, the city shall, either orally or in writing, formally terminate negotiations with the selected candidate and may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the contracting agency terminates the consultant contracting process.

(b) Contracts for Services Other than Those with Architects, Engineers, Land Surveyors, Photogrammetrists, Transportation Planners, financing and Related Services. Personal services contracts for services other than those with architects, engineers, land surveyors, photogrammetrists, transportation planners, financing and related professionals in any amount may be awarded under a publicly advertised request for competitive sealed proposals.

(c) Personal Service Contracts for Other Services Not Exceeding ~~\$150~~100,000. Contracts for personal services other than those with architects, engineers, land surveyors, photogrammetrists, transportation planners, financing and related professionals for which the estimated contract price does not exceed ~~\$150~~100,000 may be awarded using an informal solicitation for proposals.

(d) Seventy-Five-Thousand-Dollar Award from Qualified Pool. Contracts for personal services other than those with architects, engineers, land surveyors, photogrammetrists, transportation planners, financing and related professionals for which the estimated contract price does not exceed \$75,000 may be awarded by direct appointment without competition from a qualified pool.

(e) Personal Service Contracts Not Exceeding ~~\$2050~~2050,000 per Year. Contracts other than those with architects, engineers, land surveyors, photogrammetrists, transportation planners, financing and related professionals for which the solicitation agent estimates that payments will

not exceed \$2950,000 in any fiscal year or \$150,000 over the full term, including optional renewals, may be awarded under any method deemed in the city of St. Helens' best interest by the solicitation agent, including by direct appointment.

(f) Personal Service Contracts for Continuation of Work. Contracts other than those with architects, engineers, land surveyors, photogrammetrists, transportation planners, financing and related professionals of not more than \$150,000 for the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition if the prior contract was awarded under a competitive process and the solicitation agent determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work.

(4) Hybrid Contracts. The following classes of contracts include elements of construction of public improvements as well as personal services and may be awarded under a request for proposals, unless exempt from competitive solicitation.

(a) Design/Build and CM/GC Contracts. Contracts for the construction of public improvements using a design/build or construction manager/general contractor construction method shall be awarded under a request for proposals. The determination to construct a project using a design/build or construction manager/general contractor construction method must be approved by the city council or designee, upon application of the solicitation agent, in which the solicitation agent submits facts that support a finding that the construction of the improvement under the proposed method is likely to result in cost savings, higher quality, reduced errors, or other benefits to the city of St. Helens.

(b) Energy Savings Performance Contracts. Unless the contract qualifies for award under another classification in this section, contractors for energy savings performance contracts shall be selected under a request for proposals in accordance with the city of St. Helens's public contracting regulations.

(5) Contracts for Goods and Services.

(a) Any Procurement. The procurement of goods or services, or goods and services, in any amount may be made under either an invitation to bid or a request for proposals.

(b) Procurements Up to \$150,000. The procurement of goods or services, or goods and services, for which the estimated contract price does not exceed \$150,000 may be made under an informal solicitation for either quotes or proposals.

(6) Contracts Subject to Award at Solicitation Agent's Discretion. The following classes of contracts may be awarded in any manner which the solicitation agent deems appropriate to the city of St. Helens's needs, including by direct appointment or purchase. Except where otherwise provided, the solicitation agent shall make a record of the method of award.

(a) Advertising. Contracts for the placing of notice or advertisements in any medium.

(b) Amendments. Contract amendments shall not be considered to be separate contracts if made in accordance with the public contracting regulations.

(c) Animals. Contracts for the purchase of animals (e.g., specifically to include police dogs).

(d) Contracts Up to \$5,000. Contracts of any type for which the contract price does not exceed \$5,000 without a record of the method of award.

(e) Copyrighted Materials – Library Materials. Contracts for the acquisition of materials entitled to copyright, including, but not limited to, works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.

(f) Equipment Repair. Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.

(g) Governmentally Regulated Items. Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.

(h) Insurance. Insurance and service contracts as provided for under ORS [414.115](#), [414.125](#), [414.135](#) and [414.145](#).

(i) Nonowned Property. Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the city of St. Helens.

(j) Sole Source Contracts. Contracts for goods or services which are available from a single source may be awarded without competition.

(k) Specialty Goods for Resale. Contracts for the purchase of specialty goods by city of St. Helens for resale to consumers.

(l) Sponsor Agreements. Sponsorship agreements, under which the city of St. Helens receives a gift or donation in exchange for recognition of the donor.

(m) Structures. Contracts for the disposal of structures located on property owned by the city of St. Helens.

(n) Renewals. Contracts that are being renewed in accordance with their terms are not considered to be newly issued contracts and are not subject to competitive procurement procedures.

(o) Temporary Extensions or Renewals. Contracts for a single period of one year or less, for the temporary extension or renewal of an expiring and nonrenewable or recently expired contract, other than a contract for public improvements.

(p) Temporary Use of Property Owned by the City of St. Helens. The city of St. Helens may negotiate and enter into a license, permit or other contract for the temporary use of property owned by the city of St. Helens without using a competitive selection process if:

(i) The contract results from an unsolicited proposal to the city of St. Helens based on the unique attributes of the property or the unique needs of the proposer;

(ii) The proposed use of the property is consistent with the city of St. Helens's use of the property and the public interest; and

(iii) The city of St. Helens reserves the right to terminate the contract without penalty, in the event that the city of St. Helens determines that the contract is no longer consistent with the city of St. Helens's present or planned use of the property or the public interest.

(q) Used Property. A solicitation agent, for procurements up to \$2050,000, and the city administrator, for procurements in excess of \$2050,000, may contract for the purchase of used property by negotiation if such property is suitable for the city of St. Helens's needs and can be purchased for a lower cost than substantially similar new property. For this purpose the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the city of St. Helens. The city administrator shall record the findings that support the purchase over \$2050,000.

(r) Utilities. Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

(7) Contracts Required by Emergency Circumstances.

(a) In General. When an official with authority to enter into a contract on behalf of the city of St. Helens determines that immediate execution of a contract within the official's authority is necessary to prevent substantial damage or injury to persons or property, the official may execute the contract without competitive selection and award or city council or city administrator approval, but, where time permits, the official shall attempt to use competitive price and quality evaluation before selecting an emergency contractor.

(b) Reporting. An official who enters into an emergency contract shall, as soon as possible, in light of the emergency circumstances, (i) document the nature of the emergency, the method used for selection of the particular contractor and the reason why the selection method was deemed in the best interest of the city of St. Helens and the public, and (ii) notify the city administrator and city council of the facts and circumstances surrounding the emergency execution of the contract.

(c) Emergency Public Improvement Contracts. A public improvement contract may only be awarded under emergency circumstances if the city, pursuant to city ordinance, has made a written declaration of emergency. Any public improvement contract awarded under emergency conditions must be awarded within 60 days following the declaration of an emergency unless the city council grants an extension of the emergency period. Where the time delay needed to obtain a payment or performance bond for the contract could result in injury or substantial property damage, the city administrator may waive the requirement for all or a portion of required performance and payment bonds.

(8) Federal Purchasing Programs. Goods and services may be purchased without competitive procedures under a local purchasing program administered by the United States General Services Administration ("GSA") as provided in this subsection.

(a) The procurement must be made in accordance with procedures established by GSA for procurements by local government, and under purchase orders or contracts submitted to and approved by the city administrator. The solicitation agent shall provide the city administrator with a copy of the letter, memorandum or other documentation from GSA establishing permission to the city of St. Helens to purchase under the federal program.

(b) The price of the goods or services must be established under price agreements between the federally approved vendor and GSA.

(c) The price of the goods or services must be less than the price at which such goods or services are available under state or local cooperative purchasing programs that are available to the city of St. Helens.

(d) If a single purchase of goods or services exceeds \$150,000, the solicitation agent must obtain informal written quotes or proposals from at least two additional vendors (if reasonably available) and find, in writing, that the goods or services offered by GSA represent the best value for the city of St. Helens. This subsection does not apply to the purchase of equipment manufactured or sold solely for military or law enforcement purposes.

(9) Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the Oregon Public Contracting Code.

(10) Surplus Property.

(a) General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the solicitation agent that the method of disposal is in the best interest of the city of St. Helens. Factors that may be considered by the solicitation agent include costs of sale, administrative costs, and public benefits to the city of St. Helens. The solicitation agent shall maintain a record of the reason for the disposal method selected and the manner of disposal, including the name of the person to whom the surplus property was transferred.

(i) Other Governments. Without competition, by transfer or sale to another governmental entity.

(ii) Auction. By publicly advertised auction to the highest bidder.

(iii) Bids. By publicly advertised invitation to bid.

(iv) Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with rules for the award of personal services contracts.

(v) Fixed Price Sale. The solicitation agent may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.

(vi) Trade-In. By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.

(vii) Donation. By donation to any organization operating within or providing a service to residents of the city of St. Helens which is recognized by the Internal Revenue Service as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(b) Disposal of Property with Minimal Value. Surplus property which has a value of less than \$500.00, or for which the costs of sale are likely to exceed sale proceeds may be disposed of by any means determined to be cost-effective, including by disposal as waste. The official making the disposal shall make a record of the value of the item and the manner of disposal.

(c) Personal-Use Items. An item (or indivisible set) of specialized and personal use, other than police officer's handguns, with a current value of less than \$100.00 may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the city administrator.

(d) Police Officers' Handguns. Upon honorable retirement from service with the city of St. Helens, a police officer may purchase the handgun that ~~she or he~~they ~~was~~were using at the time of retirement. The purchase price shall be the fair market value of the handgun as determined by an independent appraisal performed by a qualified weapons appraiser. An officer electing to exercise this option shall notify the city of St. Helens at least 30 days prior to ~~his or her~~their expected retirement date and request an appraisal of the handgun. Upon receipt of the appraisal fee from the officer the city of St. Helens shall arrange for the appraisal. A copy of the completed appraisal shall be provided to the officer, who shall have up to 30 days from the date of retirement to purchase the handgun for the appraised fair market value.

(e) Restriction on Sale to City of St. Helens Employees. City of St. Helens employees shall not be restricted from competing, as members of the public, for the purchase of publicly sold surplus property, but shall not be permitted to offer to purchase property to be sold to the first qualifying bidder until at least three days after the first date on which notice of the sale is first publicly advertised.

(f) Conveyance to Purchaser. Upon the consummation of a sale of surplus personal property, the city of St. Helens shall make, execute and deliver a bill of sale signed on behalf of the city of St. Helens, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

(11) Concession Agreements.

(a) General. No part of a concession agreement shall contain or constitute a waiver of any generally applicable rules, code provisions or requirements of the city of St. Helens concerning regulation, registration, licensing, inspection, or permit requirements for any construction, rental or business activity.

(b) Classes of Contracts Eligible for Award without Competition. The following concession agreements may be awarded by any method deemed appropriate by the solicitation agent, including, without limitation, by direct appointment, private negotiation, from a qualified pool, or using a competitive process.

(i) Contracts Under \$5,000. Contracts under which the solicitation agent estimates that receipts by the city of St. Helens will not exceed \$5,000 in any fiscal year and \$50,000 in the aggregate.

(ii) Single Event Concessions. Concessions to sell or promote food, beverages, merchandise or services at a single public event shall be awarded based on any method

determined by the city administrator to provide a fair opportunity to all persons desiring to operate a concession, but in which the promotion of the public interest and success of the event shall be of predominant importance.

(c) Competitive Award. Concession agreements solicited by the city of St. Helens for the use of designated public premises for a term greater than a single event shall be awarded as follows:

(i) Small Concessions. For concession agreements for which the concessionaire's projected annual gross revenues are estimated to be \$500,000 or less, the city administrator has discretion to use either an informal solicitation or formal request for proposals process applicable to contracts for personal services. If the proposals received indicate a probability that the concessionaire's annual gross revenues will exceed \$500,000, the solicitation agent may, but shall not be required to, reissue the solicitation as a request for proposals.

(ii) Major Concessions. Concession agreements for which the concessionaire's projected annual gross revenues under the contract are estimated to exceed \$500,000 annually shall be awarded using a request for proposals. (Ord. 3158 § 3, 2012; Ord. 2942 § 14, 2005)

2.04.130 Public contracts – Informal solicitation procedures.

The city of St. Helens may use the following procedure for informal solicitations in lieu of the procedures set forth in the Model Rules.

(1) Informally Solicited Quotes and Proposals.

(a) Solicitation of Offers. When authorized by these regulations, an informal solicitation may be made by general or limited advertisement to a certain group of vendors, by direct inquiry to persons selected by the solicitation agent, or in any other manner which the solicitation agent deems suitable for obtaining competitive quotes or proposals. The solicitation agent shall deliver or otherwise make available to potential offerors a written scope of work, a description of how quotes or proposals are to be submitted and description of the criteria for award.

(b) Award. The solicitation agent shall attempt to obtain a minimum of three written quotes or proposals before making an award. If the award is made solely on the basis of price, the solicitation agent shall award the contract to the responsible offeror that submits the lowest responsive quote. If the award is based on criteria other than, or in addition to, price, the solicitation agent shall award the contract to the responsible offeror that will best serve the interests of the city of St. Helens, based on the criteria for award.

(c) Records. A written record of all persons solicited and offers received shall be maintained. If three offers cannot be obtained, a lesser number will suffice, provided that a written record is made of the effort to obtain the quotes.

(2) Qualified Pools.

(a) General. To create a qualified pool, the city administrator shall invite prospective contractors to submit their qualifications to the city of St. Helens for inclusion as participants in

a pool of contractors qualified to provide certain types of goods, services, or projects including personal services, and public improvements.

(b) Advertisement. The invitation to participate in a qualified pool shall be advertised in the manner provided for advertisements of invitations to bid and requests for proposals by publication in at least one newspaper of general statewide circulation. If qualification will be for a term that exceeds one year or allows open entry on a continuous basis, the invitation to participate in the pool must be republished at least once per year and shall be posted at the city of St. Helens's main office and on its website.

(c) Contents of Solicitation. Requests for participation in a qualified pool shall describe the scope of goods or services or projects for which the pool will be maintained and the minimum qualifications for participation in the pool, which may include, but shall not be limited to, qualifications related to financial stability, contracts with manufacturers or distributors, certification as an emerging small business, insurance, licensure, education, training, experience and demonstrated skills of key personnel, access to equipment, and other relevant qualifications that are important to the contracting needs of the city of St. Helens.

(d) Contract. The operation of each qualified pool may be governed by the provisions of a pool contract to which the city of St. Helens and all pool participants are parties. The contract shall contain all terms required by the city of St. Helens, including, without limitation, terms related to price, performance, business registration or licensure, continuing education, insurance, and requirements for the submission, on an annual or other periodic basis, of evidence of continuing qualification. The qualified pool contract shall describe the selection procedures that the city of St. Helens may use to issue contract job orders. The selection procedures shall be objective and open to all pool participants and afford all participants the opportunity to compete for or receive job awards. Unless expressly provided in the contract, participation in a qualified pool will not entitle a participant to the award of any city of St. Helens contract.

(e) Use of Qualified Pools. Subject to the provisions of these regulations concerning methods of solicitation for classes of contracts, the solicitation agent shall award all contracts for goods or services of the type for which a qualified pool is created from among the pool's participants, unless the solicitation agent determines that the best interests of the city of St. Helens require solicitation by public advertisement, in which case, pool participants shall be notified of the solicitation and invited to submit competitive proposals.

(f) Amendment and Termination. The city administrator may discontinue a qualified pool at any time, or may change the requirements for eligibility as a participant in the pool at any time, by giving notice to all participants in the qualified pool.

(g) Protest of Failure to Qualify. The city administrator shall notify any applicant who fails to qualify for participation in a pool that it may appeal a qualified pool decision to the city council in the manner described in this code. (Ord. 2942 § 15, 2005)

2.04.140 Public contracts – Use of brand name specifications for public improvements.

(1) In General. Specifications for contracts shall not expressly or implicitly require any product by one brand name or mark, nor the product of one particular manufacturer or seller, except for the following reasons:

(a) It is unlikely that such exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; or

(b) The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings to the city of St. Helens; or

(c) There is only one manufacturer or seller of the product of the quality required; or

(d) Efficient utilization of existing equipment, systems or supplies requires the acquisition of compatible equipment or supplies.

(2) Authority of City Administrator. The city administrator shall have authority to determine whether an exemption for the use of a specific brand name specification should be granted by recording findings that support the exemption based on the provisions of subsection (1) of this section.

(3) Brand Name or Equivalent. Nothing in this section prohibits the city of St. Helens from using a "brand name or equivalent" specification, from specifying one or more comparable products as examples of the quality, performance, functionality or other characteristics of the product needed by the city of St. Helens, or from establishing a qualified product list. (Ord. 2942 § 16, 2005)

2.04.150 Public contracts – Bid, performance and payment bonds.

(1) Solicitation Agent May Require Bonds. The solicitation agent may require bid security and a good and sufficient performance and payment bond even though the contract is of a class that is exempt from the requirement.

(2) Bid Security. Except as otherwise exempted, the solicitations for all contracts that include the construction of a public improvement and for which the estimated contract price will exceed \$75,000 shall require bid security. Bid security for a request for proposal may be based on the city of St. Helens's estimated contract price.

(3) Performance Bonds.

(a) General. Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a performance bond.

(b) Contracts Involving Public Improvements. Prior to executing a contract for more than \$50,000 that includes the construction of a public improvement, the contractor must deliver a performance bond in an amount equal to the full contract price conditioned on the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond must be solely for the protection of the city of St. Helens and any public agency that is providing funding for the project for which the contract was awarded.

(c) Cash-in-Lieu. The city administrator may permit the successful offeror to submit a cashier's check or certified check in lieu of all or a portion of the required performance bond.

(4) Payment Bonds.

(a) General. Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a payment bond.

(b) Contracts Involving Public Improvements. Prior to executing a contract for more than \$50,000 that includes the construction of a public improvement, the contractor must deliver a payment bond equal to the full contract price, solely for the protection of claimants under ORS [279C.600](#).

(5) Design/Build Contracts. If the public improvement contract is with a single person to provide both design and construction of a public improvement, the obligation of the performance bond for the faithful performance of the contract must also be for the preparation and completion of the design and related services covered under the contract. Notwithstanding when a cause of action, claim or demand accrues or arises, the surety is not liable after final completion of the contract, or longer if provided for in the contract, for damages of any nature, economic or otherwise and including corrective work, attributable to the design aspect of a design-build project, or for the costs of design revisions needed to implement corrective work.

(6) Construction Manager/General Contractor Contracts. If the public improvement contract is with a single person to provide construction manager and general contractor services, in which a guaranteed maximum price may be established by an amendment authorizing construction period services following preconstruction period services, the contractor shall provide the bonds required by subsection (1) of this section upon execution of an amendment establishing the guaranteed maximum price. The city of St. Helens shall also require the contractor to provide bonds equal to the value of construction services authorized by any early work amendment in advance of the guaranteed maximum price amendment. Such bonds must be provided before construction starts.

(7) Surety – Obligation. Each performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon. The bonds may not constitute the surety obligation of an individual or individuals. The performance and payment bonds must be payable to the city of St. Helens or to the public agency or agencies for whose benefit the bond is issued, as specified in the solicitation documents, and shall be in a form approved by the city administrator.

(8) Emergencies. In cases of emergency, or when the interest or property of the city of St. Helens probably would suffer material injury by delay or other cause, the requirement of furnishing a good and sufficient performance bond and a good and sufficient payment bond for the faithful performance of any public improvement contract may be excused, if a declaration of such emergency is made in accordance with the provisions of SHMC [2.04.120](#)(7), unless the city council requires otherwise. (Ord. 2942 § 17, 2005)

2.04.160 Public contracts – Electronic advertisement of public improvement contracts.

In lieu of publication in a newspaper of general circulation in the city of St. Helens metropolitan area, the advertisement for an invitation to bid or request for proposals for a contract involving a public improvement may be published electronically by posting on the city of St. Helens's website; provided, that the following conditions are met:

(1) The placement of the advertisement is on a location within the website that is maintained on a regular basis for the posting of information concerning solicitations for projects of the type for which the invitation to bid or request for proposals is issued; and

(2) The solicitation agent determines that the use of electronic publication will be at least as effective in encouraging meaningful competition as publication in a newspaper of general circulation in the city of St. Helens metropolitan area and will provide costs savings for the city of St. Helens, or that the use of electronic publication will be more effective than publication in a newspaper of general circulation in the city of St. Helens metropolitan area in encouraging meaningful competition. (Ord. 2942 § 18, 2005)

2.04.170 Appeal of debarment or prequalification decision.

(1) Right to Hearing. Any person who has been debarred from competing for city of St. Helens contracts or for whom prequalification has been denied, revoked or revised may appeal the decision to the city council as provided in this section.

(2) Filing of Appeal. The person must file a written notice of appeal with the city administrator within three business days after the prospective contractor's receipt of notice of the determination of debarment, or denial of prequalification.

(3) Notification. Immediately upon receipt of such notice of appeal, the city administrator shall notify the city council of the appeal.

(4) Hearing. The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:

(a) Promptly upon receipt of notice of appeal, the city administrator shall notify the appellant of the time and place of the hearing;

(b) The city council shall conduct the hearing and decide the appeal within 30 days after receiving notice of the appeal from the city administrator; and

(c) At the hearing, the city council shall consider de novo the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.

(5) Decision. The city council shall set forth in writing the reasons for the decision.

(6) Costs. The city council may allocate the costs for the hearing between the appellant and the city of St. Helens. The allocation shall be based upon facts found by the council and stated in the decision that, in the council's opinion, warrant such allocation of costs. If the council does not allocate costs, the costs shall be paid as by the appellant, if the decision is upheld, or by the city of St. Helens, if the decision is overturned.

(7) Judicial Review. The decision of the city council may be reviewed only upon a petition in the circuit court of Columbia County filed within 15 days after the date of the decision. (Ord. 2942 § 19, 2005)

2.12.010 Position created.

There is hereby created and established for the city of St. Helens the office and position of “city administrator,” ~~and the person who fills such position shall be appointed in the manner and for such term as all other officers of the city of St. Helens are appointed in accordance with the City Charter. The position shall be held by the city recorder and administered by him/her in conjunction with his/her other duties.~~ (Ord. 3030 § 2, 2007)

2.12.020 Financial department head.

~~The city administrator shall report directly to the city council, shall be the administrative head of the central business office and the financial department of the city of St. Helens, and shall do all things with respect to management of the city and as central business office and the financial department as are permitted or directed by statute, charter, ordinance and the city council. (Ord. 3030 § 3, 2007)~~

2.12.030 Power and authority – Duties.

The city administrator shall exercise all authority and power herein delegated, or hereinafter delegated, to him/her/them by the city council, ~~and shall have the same responsibility with respect to the central business office and financial department as do other municipal officers with respect to the departments of which they are the department head.~~ The duties of the city administrator are listed in the job description that is approved by City Council. ~~shall include, but shall not be limited to, any one or all of the following: preparing, reviewing and approving all orders on the treasury; investing municipal funds; budgeting municipal funds; internal auditing of all municipal financial operations; managing and administering the central business office and finance department; and managing the cash inflow and outflow of the city of St. Helens.~~ The duties and responsibilities hereinabove listed shall not be interpreted as limiting the authority of the city administrator but shall be interpreted as merely a partial definition of his/her/their responsibilities. (Ord. 3030 § 4, 2007)

2.12.040 Salary.

The salary of the city administrator shall be fixed included in the yearly unrepresented salary schedule that is approved by City Council. ~~and determined by action of the city council. (Ord. 3030 § 5, 2007)~~

2.20.010 Appointment resolution.

In order to appoint any municipal court judge as the judicial officer of the city under Chapter V, Section 21, of the Charter of the city of St. Helens, the council shall enact a resolution naming the appointee, the effective date of the appointee, and stating terms and conditions of employment. Municipal court judges shall have all the charter and statutory powers of judicial officers and city judges. (Ord. 2383 § 1, 1982)

2.20.020 Pro tempore judges.

There may be more than one municipal court judge appointed for the same term. One or more municipal judges pro tempore may be appointed by resolution to act in the absence of an appointed municipal court judge.

(1) Pro tempore judges shall have all the charter and statutory powers of judicial officers and city judges.

(2) Pro tempore judges shall be appointed for whatever term and at whatever compensation designated by the council. (Ord. 2383 § 2, 1982)

2.20.030 Administration.

The municipal court judge so designated shall conduct court for the transaction of judicial business and administer the court calendar. (Ord. 2383 § 3, 1982)

2.20.040 Salary.

The salary of the municipal court judge shall be established ~~by contract terms agreed pursuant to the personal services agreement agreed upon by the municipal court judge and city council annually by resolution during the city budget process and said salary shall not be reduced during the judge's term of office. Compensation for municipal court judges pro tem shall be set in written order or resolution of the council.~~ Municipal court judge and pro tem compensation is not determined based upon fluctuations in municipal court revenue. (Ord. 2947 § 2, 2005)

2.20.050 Term of office.

~~The municipal court judge term of office shall be determined by the agreed contract terms that are agreed between the municipal court judge and city council. The term of office of the St. Helens municipal court judge shall be stated in the resolution appointing the judge pursuant to this chapter. The term shall be two years from the date of initial appointment when the appointment is made in an odd-numbered year. Otherwise, the appointment is for one year or the unexpired term of the departing judge. The term for a pro tem shall be as set forth in the resolution appointing the judge pro tem.~~ (Ord. 2947 § 3, 2005)

2.20.060 Standards of conduct and performance.

The city of St. Helens municipal court judge shall conduct ~~himself or herself themselves~~ in accordance with all of the applicable rules of the Government Standards and Practices Commission

and applicable rules in the Oregon Code of Judicial Conduct, Rules of Professional Conduct, Revised Oregon Code of Judicial Conduct, including but not limited to the following:

~~(1) The judge shall have his or her performance and conduct shall be measured against the following standards:~~

~~(a) A judge shall observe high standards of conduct so that the integrity, impartiality and independence of the judiciary are preserved and shall act at all times in a manner that promotes public confidence in the judiciary and the judicial system.~~

~~(b) A judge shall not commit a criminal act.~~

~~(c) A judge shall not engage in conduct that reflects adversely on the judge's character, competence, temperament or fitness to serve as a judge.~~

~~(d) A judge shall not engage in conduct involving dishonesty, fraud, deceit or misrepresentation.~~

~~(e) A judge shall not allow family, social or other relationships to influence judicial conduct or judgment.~~

~~(f) A judge shall not use the position to advance the private interests of the judge or any person, nor shall a judge convey or permit anyone to convey the impression that anyone has a special influence with the judge, but a judge may provide a character or ability reference for a person about whom the judge has personal knowledge.~~

~~(g) A judge shall not testify as a character witness except pursuant to subpoena.~~

~~(h) A judge shall not hold membership in any organization that the judge knows is a discriminatory organization. For purposes of this rule, "discriminatory organization" means an organization that, as a policy or practice and contrary to applicable federal or state law, treats persons less favorably in granting membership privileges, allowing participation or providing services on the basis of sex, race, national origin, religion, sexual orientation, marital status, disability or age.~~

~~(2) The judge shall be impartial and diligent in the performance of his or her judicial duties:~~

~~(a) A judge's performance of judicial duties shall take precedence over all other activities, and a judge shall not neglect the business of the court.~~

~~(i) A judge shall provide to every person who has a legal interest in a proceeding, and to that person's lawyer, the right to be heard according to law.~~

~~(ii) A judge shall not communicate or permit or cause another to communicate with a lawyer or party about any matter in an adversary proceeding outside the course of the proceeding, except with the consent of the parties or as expressly authorized by law or permitted by this rule.~~

~~(iii) A judge may communicate ex parte when circumstances require for scheduling, administrative purposes or emergencies that do not deal with substantive matters or issues on the merits; provided, that:~~

~~(A) The judge reasonably believes that no party will gain a procedural or tactical advantage as a result of the ex parte communication; and~~

~~(B) The judge makes provision by delegation or otherwise promptly to notify all other parties of the substance of the ex parte communication and allows an opportunity to respond.~~

~~(iv) Except as provided in subsection (2)(a)(v) of this section, a judge shall promptly disclose to the parties any communication not otherwise prohibited by this rule that will or reasonably may influence the outcome of any adversary proceeding. The disclosure shall identify the person with whom the communication occurred and the substance of the communication, and the judge shall give the parties a reasonable opportunity to respond to the information disclosed.~~

~~(v) Subsection (2)(a)(iv) of this section does not limit or require disclosure to a party of any discussions about legal or administrative matters or other matters in the record related to a case that occur between a judge and any of the following: another judge of the same level; employees of the court; or employees of the judicial branch of government.~~

~~(b) A judge shall not, while a proceeding is pending in any court within the judge's jurisdiction, make any public comment that might reasonably be expected to affect the outcome or impair the fairness of the proceeding. The judge shall require similar abstention on the part of court personnel who are subject to the judge's direction or control. This rule shall not prohibit a judge from making public statements in the course of official duties, from explaining for public information the procedures of the courts, from establishing a defense to a criminal charge or civil claim against the judge or from otherwise responding to allegations concerning the judge's conduct in the proceeding.~~

~~(c) A judge possessing knowledge that another judge or a lawyer has committed a violation of the rules of judicial or professional conduct or law that raises a substantial question as to that individual's honesty, trustworthiness or fitness as a judge or lawyer shall inform the Commission on Judicial Fitness and Disability or the Oregon State Bar Disciplinary Counsel.~~

~~(d) A judge possessing knowledge or evidence concerning another judge or lawyer shall reveal that knowledge or evidence on request by a tribunal or other authority empowered to investigate or act upon the conduct.~~

~~(e) A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality reasonably may be questioned, including but not limited to instances when:~~

~~(i) The judge has a bias or prejudice concerning a party or has personal knowledge of disputed evidentiary facts concerning the proceeding;~~

~~(ii) The judge served as a lawyer in the matter in controversy, or a lawyer with whom the judge previously was associated served during the association as a lawyer in the matter, or the judge or the lawyer has been a material witness in the matter;~~

~~(iii) The judge knows that the judge, individually or as a fiduciary, or the judge's spouse, parent or child, wherever residing, or any other person residing in the judge's household has a financial interest in the subject matter in controversy, is a party to the proceeding or has any other interest that could be substantially affected by the outcome of the proceeding;~~

~~(iv) The judge, the judge's spouse, parent or child, wherever residing, or any other person residing in the judge's household:~~

~~(A) Is a party to the proceeding, or an officer, director, partner or trustee of a party;~~

~~(B) Is acting as a lawyer in the proceeding;~~

~~(C) Is known by the judge to have an interest that could be substantially affected by the outcome of the proceeding; or~~

~~(D) Is, to the judge's knowledge, likely to be a material witness in the proceeding.~~

~~(f) A judge shall be responsible for knowing about the judge's financial interests, including such interests relating to service as a fiduciary, and shall make reasonable efforts to be informed about the financial interests of the judge's spouse, domestic partner, parents and children, wherever residing.~~

~~(g) For purposes of this subsection:~~

~~(i) "Fiduciary" includes relationships such as personal representative, trustee, conservator and guardian;~~

~~(ii) "Financial interest" means more than de minimus ownership of a legal or equitable interest or a relationship as director, advisor or other active participant in the affairs of a party, except that:~~

~~(A) Ownership in a mutual or common investment fund that owns securities is not a "financial interest" unless the judge participates in the management of the fund;~~

~~(B) Holding an office in an educational, religious, charitable, fraternal or civic organization is not a "financial interest" in property of the organization;~~

~~(C) The proprietary interest of a policyholder in a mutual insurance company, a depositor in mutual savings association, or a similar proprietary interest, is a "financial interest" in the organization only if the outcome of the proceeding could substantially affect the value of the interest; and~~

~~(D) Ownership of government securities is a "financial interest" in the issuer only if the outcome of the proceeding could substantially affect the value of the securities.~~

~~(h) A judge who is disqualified under this subsection may, rather than withdraw from the proceeding, disclose on the record the basis of the disqualification. If, after such disclosure, the parties all agree in writing or on the record that the judge's relationship is immaterial or that the judge's financial interest is insubstantial, the judge may participate in the proceeding. Any writing, signed by or on behalf of all parties, shall be incorporated in the record of the proceeding.~~

~~(i) A judge shall be faithful to the law and shall decide matters on the basis of the facts and applicable law.~~

~~(j) A judge shall not be swayed by partisan interests, public clamor or fear of criticism.~~

~~(k) A judge shall maintain order and decorum in proceedings before the judge.~~

~~(l) A judge shall be patient, dignified and courteous to litigants, jurors, witnesses, lawyers, court personnel and members of the public.~~

~~(m) A judge shall not act in a way that the judge knows, or reasonably should know, would be perceived by a reasonable person as biased or prejudiced toward any of the litigants, jurors, witnesses, lawyers or members of the public.~~

~~(n) A judge shall require lawyers and court personnel who are subject to the judge's direction or control to act in accord with the principles embodied in subsections (1) and (2) of this section. (JR 2-101—JR 2-110)~~

~~(3) Conflict with Judicial Obligations:~~

~~(a) A judge shall not serve as an officer, director, trustee or advisor of a private or public corporation or of an educational, religious, charitable, fraternal, political or civic organization if the corporation or organization regularly engages in proceedings that would ordinarily come before the judge or in adversary proceedings in any court in Oregon.~~

~~(b)(i) A judge shall not personally solicit funds for any private or public entity or for any educational, religious, charitable, fraternal, political, or civic organization, or use or permit the use of the prestige of the judicial office, including a reference to the judge's official position, for that purpose.~~

~~(ii) Notwithstanding subsection (3)(b)(i) of this section, a judge may:~~

~~(A) Assist a private or public entity devoted to improvement of the law, legal education, the legal system, or the administration of justice in raising, managing, or investing funds;~~

~~(B) Personally solicit funds from or make recommendations to private and public granting agencies with respect to private or public entities devoted to the improvement of the law, legal education, the legal system, or the administration of justice;~~

~~(C) Permit the judge's name and position to be identified in stationery or other materials listing officers, directors, trustees, or committee members of a private or public entity devoted to the improvement of the law, legal education, the legal system, or the administration of justice;~~

~~(D) Appear at, participate in, or permit the judge's name or title to be used in connection with, fundraising events for private or public entities devoted to the improvement of the law, legal education, the legal system, or the administration of justice;~~

~~(E) Assist a not-for-profit private or public educational, religious, charitable, fraternal, or civic organization in raising, managing or investing funds. Such assistance may not include making a direct request for financial support for the entity as part of the judge's involvement or permitting the judge's title to be used in connection with such a request.~~

~~(iii) "Personally solicit funds," as used in this subsection, means a direct request for financial support in person, by letter, by telephone, or by any other means of communication but does not include receiving and handling funds or goods donated or offered in exchange for goods or services sold to raise funds.~~

~~(iv) "Assist ... in raising, managing or investing funds," as used in this subsection, means any fundraising activity other than personally soliciting funds.~~

~~(c) A judge shall not directly or indirectly accept gifts, bequests, favors or loans from anyone, except that a judge may accept:~~

~~(i) Gifts incident to a public testimonial to the judge, publications supplied by publishers on a complimentary basis for official use or invitations to the judge to attend law-related functions or activities related to the improvement of law, legal education, the legal system, or the administration of justice;~~

~~(ii) Ordinary social hospitality; gifts, bequests, favors or loans from relatives; gifts from friends for wedding, birthday or other personal occasions; loans from lending institutions in the regular course of business on terms generally available to persons who are not judges; or scholarships, fellowships or grants awarded on terms applied to other applicants;~~

~~(iii) Any other gift, bequest, favor or loan only if the donor is not a party or other person whose interests have come or are likely to come before the judge.~~

~~(d) Nonpublic information acquired by a judge in a judicial capacity shall not be used or disclosed for any purpose not related to judicial duties. (Ord. 2947 § 4, 2005)~~

2.20.070 Supervision – Removal.

Pursuant to City Charter no appointed official may supervise the judge's performance; accordingly, the city council alone may take action to remove a judge for misconduct in office or willful violation of applicable rules or standards of conduct; however, the council may refer said complaint or investigation to the Oregon State Bar for appropriate investigation or action, and the council may, in its sole discretion, appoint a hearing examiner, investigator or citizen board to conduct a hearing or investigation and make recommendations to the council regarding the judge's conduct or performance. A judge shall not be removed during ~~his or her~~their term of office except if the judge ceases to be qualified for office, e.g., no longer an active member of the Oregon State Bar, or except for misconduct or violation of applicable rules or standards of conduct. Notwithstanding the above, the council may, without cause, remove the sitting municipal court judge upon payment of a severance ~~equal to the compensation due for the unexpired term of the judge~~in accordance with the terms of the personal services agreement. (Ord. 2947 § 5, 2005)

2.20.080 Complaints.

No complaint concerning the municipal court judge shall be accepted or considered by the council unless the complainant has submitted such complaint in writing and verified the truthfulness of the allegations and facts asserted in the complaint. The council may summarily dismiss the complaint if it is determined to be unfounded or refer the matter to the appropriate agency for a hearing. (Ord. 2947 § 6, 2005)

2.24.010 Master jury list.

At least once a year, upon order of the municipal judge, the court clerk shall prepare or obtain a master list of names and places of residence of persons selected by random means from electoral rolls. If the master list becomes exhausted or the presiding judge believes it soon will become so, additional jurors may be added to the master list from the electoral rolls in the same random manner as before, and these persons may be summoned in the same manner as those added to the term jury list. (Ord. 2544 § 1, 1988)

2.24.020 Jury term list.

Not less than 10 days from the beginning of the jury term ordered by the municipal judge, a term jury list of names and places of residence of persons randomly selected from the master jury list shall be prepared. The number of names on the list shall be determined, as needed, by the municipal judge. (Ord. 2544 § 2, 1988)

2.24.030 Disqualification of jurors.

When it appears to the municipal judge that the person whose name is drawn is dead, ~~or~~ resides out of the city, or is otherwise ineligible to serve, the ballot shall be destroyed. If it appears to the municipal judge, ~~or he has good reason to believe~~, that a person whose name is drawn is temporarily absent from the city, or is ill, or is so engaged as to be unable to attend at the time of the trial without great inconvenience, the ballot shall be laid aside, the name not placed on the jury list for the trial for which the jury is being selected, but such ballot shall be returned to the jury box after the drawing is completed. (Ord. 2544 § 3, 1988)

2.24.040 Juror summons.

Not less than ~~40~~ 21 days before the beginning of the jury term, the court clerk shall mail notice of summons, juror questionnaire, and information letter to each person on the term jury list. If the term jury list becomes exhausted or the presiding judge believes it may become so, additional jurors may be selected from the master list and added to the term jury list in the same random manner as before. These may be summoned either by written notice through the mail or by official personal delivery, at a reasonable period of time before attendance is required. (Ord. 2544 § 4, 1988)

2.24.050 Juror orientation.

At the time a person is summoned to serve as a juror, the municipal judge shall question the person to determine the eligibility of that person to serve as a juror. This may be accomplished by sending juror eligibility forms to each prospective juror by mail or official delivery along with the summons. Failure to complete and return the form with accurate information and by a specified date without a proper showing of just cause for such a failure can result in punishment for contempt. Review of the juror questionnaire shall usually be done ~~at the juror orientation for each jury term prior to the trial date~~. The municipal judge shall explain the duties of jurors, discuss the questionnaire with prospective jurors and determine the eligibility of a sufficient number of jurors for two jury panels for the term trial. (Ord. 2544 § 5, 1988)

2.24.060 Trial schedule.

~~An initial list of trials for each jury panel shall be distributed to eligible jurors that become members of a jury panel at the juror orientation. New or rescheduled trials may be added to the jury panel's trial schedule by mail or actual notice at any time during the term. (Ord. 2544 § 6, 1988)~~

2.24.070 Pretrial conference.

~~The municipal judge shall schedule pretrial conferences at least three working days prior to each scheduled trial. A written, pretrial summary prepared by the city and defense counsel may be approved by the judge prior to the scheduled date of pretrial. If a pretrial summary is not approved in advance, the city attorney, defense counsel, and the defendant shall appear at City Hall at the scheduled pretrial date and time. The municipal judge may establish by order such forms and procedures deemed necessary for the pretrial conference. (Ord. 2544 § 7, 1988)~~

2.24.080 Juror confirmation.

Each juror shall be instructed to contact the municipal court clerk prior to each scheduled jury trial assigned to that juror and to record confirmation of their availability. ~~After the pretrial conference, the municipal court clerk shall record the telephone message informing jurors of the final trial scheduled.~~ The municipal court clerk shall prepare the jury list from juror confirmations for the municipal judge. (Ord. 2544 § 8, 1988)

2.24.090 Final jury selection.

At the time of trial, all summoned jurors not previously excused ~~six confirmed eligible potential jurors~~ shall be called by the municipal judge for to the jury box for voir dire examination by the city attorney and defense counsel. Potential jurors may be excused by the municipal judge for cause as defined under state law. Each attorney may exercise up to three preemptory ~~peremptory~~ challenges in the manner directed by the municipal judge. (Ord. 2544 § 9, 1988)

2.24.100 Juror compensation.

Jurors who appear at the trial and serve as jurors shall receive as compensation for such services the sum of \$10.00 for each day of attendance upon the municipal court. (Ord. 2544 § 10, 1988)

2.24.110 Notice – Contempt of court.

When a jury is drawn, summons therefor shall be issued and mailed by the municipal judge. Any person notified to appear as a juror and disregarding such notice may be adjudged in contempt of court by the municipal judge. (Ord. 2544 § 11, 1988)

2.28.010 Public library established.

There is hereby established a public library to be known as the “city of St. Helens public library” pursuant to ORS 357-~~417(1)(a)~~. (Ord. 2627 § 1, 1991)

2.28.020 Financing.

The city proposes to finance the library out of the general fund of the budget, but does have authority and may finance the library by an annual serial levy, providing the same has been approved by the qualified voters of the city. (Ord. 2627 § 2, 1991)

2.28.030 Hearings.

The public library shall not be abolished, nor shall support be withdrawn therefrom, unless at least two public hearings are first held at least 90 days apart. Notice of the public hearings shall be given in a newspaper of general circulation within the city for two successive weeks at least 30 days prior to each hearing. (Ord. 2627 § 3, 1991)

~~2.28.040 Council responsibility.~~

~~The librarian library director is directly responsible to the city council city administrator, unless otherwise provided by city ordinance. ABi annually the mayor assigns to individual councilmembers councilors liaison responsibility for city departments. The mayor shall assign at least one city councilperson councilor liaison responsibility for the operation of the public library. The liaison councilor shall be responsible for reporting to the city council on the general operation of the library facility, including personnel matters and expenditures of all budgeted funds. The councilperson councilor shall seek the counsel of and consult with the library board and may take part in their deliberations, but the councilperson councilor shall not be a voting member of the library board. The councilperson councilor shall serve as a liaison between the library board and the city council. (Ord. 2943 § 1, 2005; Ord. 2627 § 4, 1991)~~

2.28.04~~05~~ Library rules and compliance therewith.

The ~~librarian library director~~ shall promulgate rules of conduct to be observed by patrons of the library. Failure to comply with the library rules shall constitute a violation and may be prosecuted as provided in SHMC 1.06.060 through 1.06.160. (Ord. 3152 § 1, 2011)

2.28.05~~90~~ Gifts and bequests.

The board may solicit gifts and bequests of real or personal property or funds (other than fees and fines) to benefit the library.

Acquisition of real or personal property by gift shall occur by a legal instrument of conveyance or other writing transferring title of the real or personal property to the city, and such instrument shall clearly define the rights and responsibilities of all parties. The city council shall

decide whether to accept all such gifts of property on behalf of the city and the library that have a value in excess of more than \$250.00 or that impose financial obligations on the city.

All property or funds shall be administered by the city in accordance with its terms. Funds donated to the library shall be placed in a special account and shall be subject to expenditure only for the purpose for which donated, except that donated funds without specific limitations as to use may be used for general library purposes.~~to be used exclusively for the improvement of the library or as designated by the donor. Funds in this account may only be expended after they have been properly budgeted or approved by the city.~~

Donated funds shall be used for improvements in addition to, and not in lieu of, the normal support provided to operate the library out of the city general fund.

2.28.050.30.010 Library board.

The library board shall consist of at least seven members and no more than nine members appointed by the mayor and confirmed by the city council. ~~One of the members shall be the member of the city council annually designated as the council liaison to the Public Library library board by the mayor. The council member shall be an ex officio, nonvoting member of the commission library board who seeks counsel of and consults with the library board and may take part in their discussions.~~ A majority of members shall be residents of the city. No member of the library board shall have any financial interest, either directly or indirectly, in any contract to which the library is a party, nor shall any such member receive a salary or any payment for material or for any services rendered the board. Board members may be reimbursed for expenses incurred in the performance of their duties. (Ord. 3212 § 1, 2017; Ord. 2627 § 5, 1991)

2.30.020 28.060 Terms of office ~~—Vacancies.~~

~~At their first meeting, two of the newly appointed members of the library board shall fill vacancies then existing. The other newly appointed members shall choose their term of office by lot as follows: one member shall hold office for a term expiring on June 30, 2018, and the other newly appointed member shall hold office for a term beginning July 1, 2017, and ending on June 30, 2021. Succeeding appointees shall hold office for a term of four years from July 1st in the year of their appointment. At the expiration of the term of any board member, the mayor shall appoint a new member or may reappoint a member for a term of four years with the confirmation of the city council.~~

Appointments made under this chapter shall be for a term of four years from July 1st in the year of their appointment. Members appointed previously under this chapter shall continue in office

until the expiration of their term of office. The terms of office of each ~~Library Board~~ member shall be for a period of four years with no more than two full-term ~~commissioners~~ members being replaced each year. Appointments are normally made in June with terms of office to commence on July 1st. The provisions of the ordinance amending this section do not alter the terms of office of current commissioners and said positions shall continue in accordance with their terms. At the expiration of the term of any board member, the mayor shall appoint a new member or may reappoint a member for a term of four years with the confirmation of the city council. No person shall hold appointment as a member for more than two full consecutive terms, but any person may be appointed again to the board after an interval of one year.

2.30.030– Vacancies.

If a vacancy occurs, the mayor shall appoint a new member to complete the unexpired term with the ~~consent~~ confirmation of the city council. ~~No person shall hold appointment as a member for more than two full consecutive terms, but any person may be appointed again to the board after an interval of one year.~~

2.30.040 Removal/resignation

A ~~Library Board~~ member may be removed from the ~~commissionboard~~, for cause, following a hearing before the city council. A ~~commissionerboard~~ member may resign in lieu of removal following a hearing. Cause for removal includes but is not limited to misconduct in office or nonperformance of official duties, violation of government standards and practices, conviction of a crime, including the crime of official misconduct, as well as any other actions or conduct by the commissioner which is detrimental to the reputation and good will of the city of St. Helens. Notwithstanding the above provisions for removal, a ~~Any~~ board member failing to attend three consecutive board meetings without approval of the board shall be deemed to have resigned their position. In the event of such resignation, the council shall be notified, the position declared vacant and reappointment procedures commenced. Nothing herein prohibits a ~~commissioner~~ member who has resigned by operation of this section from being reappointed to the ~~commissionboard~~.

~~Any board member failing to attend three consecutive board meetings without approval of the board may be removed by the city council and a new member appointed to complete the unexpired term. (Ord. 3212 § 2, 2017; Ord. 2627 § 6, 1991)~~

2.30.050 ~~28.070~~ Officers.

A ~~Majority of the members of the board shall comprise a quorum.~~ At the first meeting of each fiscal year, the board shall elect a chair~~man~~ and a vice-chair~~man~~. The past-chair, chair, and vice-chair who shall serve for a term of one year. At the end of the fiscal year, the vice-chair will

assume the role of chair and the chair will assume the role of past chair for the coming fiscal year. The ~~librarian~~ library director shall designate a library employee to serve as secretary to the board and keep a record of its action. The board shall have authority to make and alter rules, with approval of the city council, for its government and procedure.

2.30.060 Meetings.

The ~~Library B~~board shall meet as often as deemed appropriate by the ~~commissionboard~~ but not less than once every other calendar month or as otherwise directed by the city council. All meetings of the ~~Library B~~board shall be open to the public and shall in all respects fully comply with Oregon public meetings law. Special meetings of the ~~commissionboard~~ shall require not less than 24 hours' notice to local newspapers and posting of meeting notice in public places reasonably calculated to give notice to interested parties. The ~~Library B~~board shall have the authority to make and alter written rules for the conduct of its business, including rules of procedure for conduct of public meetings and public hearings. The adoption of bylaws is expressly authorized, subject to the consent of the city council. For purposes of conducting business, a quorum shall require the attendance of a majority of the members that are currently appointed to the Board at the time of the meeting. Minutes of ~~Library B~~board meetings and activities shall be regularly submitted to the city council for review and acceptance. (Ord. 3229 § 1, 2018)

2.3028.0780 ~~Duties and powers~~Responsibilities.

The duties of the library board shall include:

- (1) Keeping informed about current trends in library services and administration;
- (2) Studying library growth and needs in the city and its vicinity;
- (3) Developing long-range plans for library service and facilities, consistent with city priorities and with state, regional, and national goals pertinent to libraries;
- (4) Recommending types of library service for the city and its vicinity;
- ~~(5) Investigating sources of funding for library services and facilities;~~
- ~~(6)~~(5) Recommending policies for the acceptance and use of gifts for library purposes;
- ~~(7)~~(6) Participation in the annual budgetary process of the city where the process pertains to the library;
- ~~(8)~~(7) Recommending policies and procedures conducive to efficient and effective operation of the library;
- ~~(9)~~(8) Reviewing and recommending terms for contracts and working relationships with other public agencies regarding library services;
- ~~(10)~~(9) Encouraging widespread public support and use of the library;
- ~~(11)~~(10) Submitting an annual report to the city council; and
- (11) Performing other duties as authorized by the city council-;

(12) Serving on Ad-Hoc committees and work groups as determined necessary; including but not limited to, a material review panel when a request has been submitted to reconsider library materials; and

(12) sServing on an appeal panel when an excluded patron requests reinstatement of library privileges.

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~~2-28.000 Gifts and bequests.~~

~~The board may solicit gifts and bequests of real or personal property or funds (other than fees and fines) to benefit the library.~~

~~Acquisition of real or personal property by gift shall occur by a legal instrument of conveyance or other writing transferring title of the real or personal property to the city, and such instrument shall clearly define the rights and responsibilities of all parties. The city council shall decide whether to accept all such gifts of property on behalf of the city and the library that have a value in excess of \$250.00 or that impose financial obligations on the city.~~

~~All property or funds shall be administered by the city in accordance with its terms. Funds donated to the library shall be placed in a special account to be used exclusively for the improvement of the library or as designated by the donor. Funds in this account may only be expended after they have been properly budgeted or approved by the city.~~

~~Donated funds shall be used for improvements in addition to, and not in lieu of, the normal support provided to operate the library out of the city general fund.~~

2.32.010 Nominating procedures.

City officers shall be nominated by the same procedures as provided in state election laws for nominating candidates for nonpartisan offices except as provided in this chapter. (Ord. 2504 § 1, 1986)

2.32.020 Nominating petitions and declarations of candidacy.

~~Nomination petitions and declarations of candidacy for city council shall clearly indicate one position number for the candidacy that corresponds to a city council position that is to be filled in that general election. (Ord. 2515, 1986; Ord. 2504 § 2, 1986)~~ The form of nominating petition for all candidates for elective positions within the City shall substantially conform to the form designated by the Secretary of State.

2.32.030 Declaration fee.

~~The fee for declarations of candidacy for city office shall be as set forth in the most recent universal fee schedule adopted by council. (Ord. 3219 § 1, 2017; Ord. 2504 § 3, 1986)~~ A person filing a nomination petition shall pay a fee, which shall be tendered at the time of the filing of the completed nomination petition. The fee shall be set forth in the most recent universal fee schedule adopted by city council.

2.32.040 Signatures required.

~~Nominating petitions shall contain at least 30 signatures of qualified electors residing in the city that are registered to vote in at least two city precincts. (Ord. 2504 § 4, 1986)~~ Nominating petitions shall contain **at least 30 valid signatures of qualified electors the required number of signatures of electors as set forth in ORS 249.072(2).** Such qualified electors shall be duly registered voters under the laws of Oregon and shall be currently eligible to vote at any regular or special election of the city of St. Helens.

2.32.050 Position number.

~~Effective upon the swearing in of the newly elected city councilors in January, 1987, each city councilmember shall be assigned a position number, 1 through 4, based on the alphabetical order of their last name. Hereafter, candidates for city council shall be nominated and elected by the city electors at large by position number. (Ord. 2515, 1986; Ord. 2504 § 5, 1986)~~

2.32.060 List of candidates.

~~The city election officer shall include in the certified statement of city offices to be filled and candidates nominated in each general election the list of the city council candidates by the position number for which they have been nominated. (Ord. 2504 § 6, 1986)~~ The city election officer shall file with the Columbia County clerk a statement of the city offices to be filled and for which candidates are to be nominating candidates for nonpartisan offices except as provided in this chapter. (Ord. 2504 § 1, 1986.

2.40.010 Signing of checks and warrants.

All checks and warrants of the city of St. Helens must be signed by at least ~~two~~one representatives of the city who ~~are~~is legally authorized to sign said checks or warrants. (Ord. 2293 § 1, 1979)

2.40.020 Authorized signatures.

The persons authorized to sign checks or warrants on behalf of the city of St. Helens shall be as follows:

- (1) The Finance Director of the city of St. Helens; and
- (2) The City Administrator of the city of St. Helens; and
- (3) The City Recorder of the city of St. Helens; and
- (4) The Mayor or the President of the Common Council of the city of St. Helens

~~(1) The mayor or the president of the common council of the city of St. Helens; and~~

~~(2) The recorder or the person specifically appointed as assistant recorder of the city of St. Helens. (Ord. 2293 § 2, 1979)~~

2.40.030 Required signatures. SHARE

Any checks or warrants drawn on the city of St. Helens must be signed by one of the individuals named in SHMC 2.40.020. ~~two~~ four ~~individuals named in SHMC 2.40.020(1), and one of the two individuals named in SHMC 2.40.020(2).~~ (Ord. 2293 § 3, 1979)

2.72.010 Purpose.

The purpose of this chapter is to authorize the city of St. Helens police department to access Oregon State Police (OSP) criminal offender information through the Law Enforcement Data System (LEDS) to run background checks for prospective employees, city volunteers, liquor license applicants, social gaming license applicants, and any other applicant for whom the St. Helens Municipal Code requires a background check. (Ord. 3126 § 1, 2010)

2.72.020 Procedure.

All proceedings pursuant to this chapter shall be conducted in accordance with ORS [181.555181A.230](#) and OAR [257-010-0025](#), which establish procedures for access to criminal record information possessed by the Oregon State Police (OSP) through the Law Enforcement Data System (LEDS), and as supplemented below.

(1) Parties subjected to a background check under the provisions of this chapter will be required to authorize the city to conduct a criminal offender information check through the OSP LEDS system.

(2) The city administrator, [human resources coordinator, or designee](#) will maintain the criminal history authorization forms for those doing work on behalf of the city and request that a criminal history check be made if it is determined that this will be in the best interest of the city in filling the position.

(3) The city of St. Helens police department will conduct the check on the prospective employee, volunteer, or applicant, and report to the city administrator, [human resources coordinator, or designee](#) whether the person's record indicates "no criminal and/or traffic infraction record" or "criminal and/or traffic record does not meet the standards set for that position."

(4) If the person's record is reported as "criminal record and/or traffic record does not meet standards set for that position," the city [administrator](#) may, in accordance with OAR [2547-010-0025](#)(1)(c), request a written criminal history report from the OSP Identification Services Section and pay the applicable fee for this service. The city [administrator](#) may make a written criminal and/or driving history record available to the selecting official for [his/her/their](#) consideration in determining whether the prospective employee meets the standards set for the position.

(5) The written criminal history record on persons who are not hired or appointed as a volunteer will be retained by the city [administrator](#) in accordance with the requirements of OAR [166-200-0090-166-200-0305\(3\)](#) and thereafter will be destroyed by shredding.

(6) The criminal history record of applicants and volunteers with a criminal history that are hired or appointed will become a part of the confidential personnel file of that employee or volunteer. Access to confidential personnel files is limited to authorized persons who have an official need to access such files as sanctioned by law or regulation.

(7) Applicants for employment or appointment as a volunteer who have a felony criminal history or a history of conviction of a misdemeanor will be closely examined to determine if the person possesses the required degree of public trust and confidence. Each selection will, however, be made on an individual case-by-case basis, taking into account the person's qualifications, the requirements of the particular job or volunteer post applied for and the results of the criminal history check. Factors

such as the age of the offender at the time of the offense, the type of offense and subsequent rehabilitation, and the public sensitivity of the position under consideration shall be taken into account in evaluating a criminal history report.

(8) Hiring an applicant or appointing a volunteer with a criminal history record will require a positive recommendation by the police department official conducting the background investigation and the approval of the city administrator, after full disclosure and consideration of the criminal history of the applicant. (Ord. 3126 § 2, 2010)

Chapter 2.74

PARKS AND ~~TRAILS~~ RECREATION COMMISSION

Sections:

- [2.74.010 Creation of commission.](#)
- [2.74.020 Membership.](#)
- [2.74.030 Terms of office.](#)
- [2.74.040 Vacancies.](#)
- [2.74.050 Removal/resignation.](#)
- [2.74.060 Officers.](#)
- ~~[2.74.070 Secretary.](#)~~
- [2.74.080 Meetings.](#)
- [2.74.090 Responsibilities, powers and duties.](#)

2.74.010 Creation of commission.

There is hereby created within the city of St. Helens a parks and ~~trails~~ recreation commission. (Ord. 3229 § 1, 2018)

2.74.020 Membership.

The parks and ~~trails~~ recreation commission shall consist of 10 members, including one council member and nine at-large members. One of the 10 members shall be the member of the city council annually designated as parks and trails ~~commissioner and~~ council liaison to the public works (including parks) department by the mayor. The council member shall be an ex officio, nonvoting member of the commission who seeks counsel of and consults with the parks and recreation commission and may take part in their discussions. No less than six of the at-large members shall be residents of the city of St. Helens. At-large members are appointed by the mayor with the consent of the city council. Parks and ~~recreation trails~~ commission membership is an unpaid voluntary appointed position and members shall receive no compensation for their service except for expenses specifically budgeted and authorized by the city council. (Ord. 3229 § 1, 2018)

2.74.030 Terms of office.

The terms of office of each at-large parks and ~~recreation trails~~ commissioner shall be for a period of four years with no more than two full-term commissioners being replaced each year. Appointments are normally made in December with terms of office to commence on January 1st. The provisions of the ordinance amending this section do not alter the terms of office of current commissioners and said positions shall continue in accordance with their terms. (Ord. 3229 § 1, 2018)

2.74.040 Vacancies.

Any vacancies on the parks and ~~recreation trails~~ commission shall be filled by appointment of the mayor at any time, with the consent of the council. Said appointment shall be for the remainder of the unexpired term of the vacated commissioner position. (Ord. 3229 § 1, 2018)

2.74.050 Removal/resignation.

An at-large parks and recreationtrails commissioner may be removed from the commission, for cause, following a hearing before the city council. A commissioner may resign in lieu of removal following a hearing. Cause for removal includes but is not limited to misconduct in office or nonperformance of official duties, violation of government standards and practices, conviction of a crime, including the crime of official misconduct, as well as any other actions or conduct by the commissioner which is detrimental to the reputation and good will of the city of St. Helens. Notwithstanding the above provisions for removal, a parks and recreationtrails commissioner who is absent from three consecutive regular parks and recreationtrails commission meetings without an excused absence as approved by the commission shall be deemed to have resigned his/her position on the commission. In the event of such resignation, the council shall be notified, the position declared vacant and reappointment procedures commenced. Nothing herein prohibits a commissioner who has resigned by operation of this section from being reappointed to the commission. (Ord. 3229 § 1, 2018)

2.74.060 Officers.

At the first meeting of each calendar year, the parks and trails commission shall elect a chairman and a vice-chairman to serve a one-year term. (Ord. 3229 § 1, 2018)

The city council may provide a secretary to the parks and recreationtrails commission and assign such other staff and consultant services as may be appropriate. In the event that the city staff cannot be provided, the parks and recreationtrails commission may designate one of its members or a volunteer as secretary to keep an accurate record of meetings of the parks and recreationtrails commission. The designated secretary need not be a member of the parks and trails commission. (Ord. 3229 § 1, 2018)

2.74.070 Secretary.

~~The city council may provide a secretary to the parks and trails commission and assign such other staff and consultant services as may be appropriate. In the event that the city staff cannot be provided, the parks and trails commission may designate one of its members or a volunteer as secretary to keep an accurate record of meetings of the parks and trails commission. The designated secretary need not be a member of the parks and trails commission. (Ord. 3229 § 1, 2018)~~

2.74.080 Meetings.

The parks and recreationtrails commission shall meet as often as deemed appropriate by the commission but not less than once every other calendar month or as otherwise directed by the city council. All meetings of the parks and recreationtrails commission shall be open to the public and shall in all respects fully comply with Oregon public meetings law. Special meetings of the commission shall require not less than 24 hours' notice to local newspapers and posting of meeting notice in public places reasonably calculated to give notice to interested parties. The parks and recreationtrails commission shall have the authority to make and alter written rules for the conduct of its business, including rules of procedure for conduct of public meetings and public hearings. The adoption of bylaws is expressly authorized, subject to the consent of the city council. For purposes of conducting business, a quorum shall require the attendance of a majority of the at-large commissioners that are currently appointed to the parks and recreationtrails commission at the time

of the meeting. Minutes of parks and recreationtrails commission meetings and activities shall be regularly submitted to the city council for review and acceptance. (Ord. 3229 § 1, 2018)

2.74.090 Responsibilities, powers and duties.

The parks and recreationtrails commissioners shall have the responsibilities, obligations and duties of appointed public officers and the parks and recreationtrails commission shall have the responsibilities, obligations and duties of an advisory public body as provided for in laws of the state of Oregon and the laws of the city of St. Helens. The parks and recreationtrails commission shall have the power to act in an advisory capacity to the city council in all matters pertaining to the operation, planning, development, improvement, beautification, equipment and maintenance of public parks, trails, public bicycle and/or pedestrian ways, vacant park properties, public squares, public recreational facilities and publicly accessible buildings and associated grounds. The parks and recreationtrails commission shall have authority:

- (1) To review and call to the attention of the city council any deteriorating condition of city public parks, trails, bicycle and/or pedestrian ways, vacant park properties, public squares and publicly accessible buildings and associated grounds, public recreational facilities, and their associated infrastructure improvements including but not limited to access roads, equipment, athletic fields, gardens, landscape areas, open spaces, natural areas, playgrounds, and parking areas.
- (2) To review and call to the attention of the city council the effectiveness, or lack thereof, of parks, trails, public bicycle and/or pedestrian ways, and recreation programs conducted by or for the city of St. Helens.
- (3) To review and make recommendations to the city council on the operation, administration, maintenance and equipment needs of the public works department relative to parks, trails, public bicycle and/or pedestrian ways and recreation and the other public facilities identified in this section.
- (4) To review and make recommendations to the city council on the annual budget of the public works department relative to parks, trails, public bicycle and/or pedestrian ways, and recreation and the other public facilities identified in this section.
- (5) To review and make recommendations to the city council on master plans and capital improvement plans for parks, trails, public bicycle and/or pedestrian ways, and recreation and the other public facilities identified in this section.
- (6) To review and make recommendations to the city council on public park, public bicycle and/or pedestrian ways and recreation facility development plans, construction plans, recreation use or development proposals, and such other park related activities as deemed advisable by the city council.
- (7) To make periodic site visits and inspections, in accordance with public meetings law, and with the approval of the city engineering director, of city park and recreation facilities, public bicycle and/or pedestrian ways and other public facilities identified herein, as are necessary for the parks and trails commission to carry out its assigned duties.
- (8) To request that the city council assign or direct staff to prepare reports and compile information necessary for the parks and recreationtrails commission to carry out its assigned duties. (Ord. 3229 § 1, 2018)

City of St. Helens
RESOLUTION NO. 1941

**A RESOLUTION TO APPOINT A
PRESIDING MUNICIPAL COURT JUDGE**

WHEREAS, the City of St. Helens desires to provide the services of a Municipal Court Judge to perform the duties of a City judicial officer for its citizens; and

WHEREAS, the City of St. Helens Charter, Section 35, states that subject to any applicable municipal code, a majority of the Council may appoint and remove a municipal judge; and

WHEREAS, the City of St. Helens City Council appoints positions through resolution; and

WHEREAS, the City of St. Helens Municipal Code Charter 2.20.050 states that the term of office of the St. Helens Municipal Court judge shall be stated in the resolution appointing the judge pursuant to this chapter. The term shall be two years from the date of initial appointment when the appointment is made in an odd numbered year. Otherwise, the appointment is for one year or the unexpired term of the department judge.

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

Section 1. Amy Lindgren shall be appointed presiding Municipal Court Judge of the Municipal Court of the City of St. Helens until June 30, 2023, with all the authority, responsibility, and duties of that office under state law, municipal charter and ordinances.

Section 2. All prior resolutions regarding appointment of a municipal court judge or judges pro tem are hereby repealed.

Section 3. This resolution becomes effective upon its adoption.

Approved and adopted by the City Council on December 1, 2021, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens PERSONAL SERVICES AGREEMENT

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

RECITALS

- A.** The City is in need of personal services for bailiff 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 bailiff services and Contractor accepts such engagement. The principal contact for Contractor shall be **Laurie Sutherby**, phone 503-387-3776.
- 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 06/30/2023. 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 C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses.

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: Oregon Patrol Services
4120 SE International Way
Milwaukie, OR 97222

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

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

9. Insurance.

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

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

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

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

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

10. Termination.

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

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

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

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

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

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

10.2 Breach of Agreement

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

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

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

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

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

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

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

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

14. Indemnification.

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

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

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

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

16. Compliance with Law.

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

performance of this Agreement.

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

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

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

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

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

16.7 If the Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

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

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

16.9.1 Either:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Mediation/Dispute Resolution

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

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

23. Records, Inspection and Audit by the City.

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

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

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

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

24. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood,

epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled 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: 12/1/21

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

OREGON PATROL SERVICE

Signature: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT A
Scope of Work



Agreement for Security Services

Prepared for:
Matt Brown
Asst. City Administrator
City of St. Helens

265 Strand Street
St. Helens, OR 97051



Respectfully Submitted by:
Laurie Sutherby
President & Director of Security Operations

OREGONPATROL SERVICE

County Patrol Service OR, LLC.

11/18/2021

Dear Matt,

We are very excited to begin a partnership with the City of St. Helens and believe this to be the first of many opportunities we will have to serve your community. Following is our Service Agreement for your request to provide court bailiff services for the City of St. Helens that will be included within your City Contract to be issued to Oregon Patrol Service.

As you will find, the terms of service are noted with OPS providing (1) Armed security officer for all Court bailiff services for the regular scheduled Municipal/Traffic court dockets scheduled each Thursday of the month, excluding holidays.

We look forward to servicing the City of St. Helens, Chief Brian Greenway and his team as well as the judiciary and court services team.

Please let me know if there is anything else you need. Thanks much for trusting us with your security needs.

Sincerely,

Laurie M. Sutherby
President, Director of Security Operations



A NEW Standard...A BETTTER Choice®



AGREEMENT FOR SECURITY SERVICES

This Agreement for *Professional Security Services* (the "Agreement"), entered into November 18, 2021 is by and between County Patrol Service Oregon, LLC, dba **Oregon Patrol Service**, a domestic limited liability company, licensed by the Secretary of State of Oregon Corporation Division as a **Security Guards & Patrol Services Provider**, with its principal office at 4120 SE International Way, Ste. A-110, Milwaukie, OR 97222 (hereinafter "OREGON PATROL SERVICE" or "OPS"), and **City of St. Helens, Oregon** (hereinafter "the CLIENT") located at 265 Strand St., St. Helens, OR 97051.

1 **SERVICES**

1.a General Services to Client: OREGON PATROL SERVICE shall provide the following service to the Client:

The protection of life and property of the Client within the established area(s) specified as the City of St. Helens Municipal Court, as specified by and at the direction of St. Helens Chief of Police Brian Greenway and Judge Amy Lindgren.

1.b Overview of services provided is as follows:

- Provide Armed Bailiff/Court Security Services to the Municipal & Traffic court for deterrence of crimes against the Client
- Protect Municipal Court judiciary, court staff, and citizens, as applicable.
- Maintain courtroom order, efficiency, and propriety.
- Place into custody, those individuals designated by the Municipal Court Judge.
- Contact and/or liaise with St. Helens Police Department, as necessary and appropriate.
- Additional responsibilities, integral to the court process, as determined by Municipal Court staff.

Nothing shall be construed to suggest that OREGON PATROL SERVICE, its employees, agents, or security patrol officers are compelled, required, contracted, or willing to protect the life or property of other persons not specifically listed in this agreement

2 **PAYMENT, RATES, INVOICING/ TERMS AND COMMENCEMENT OF SERVICE**

2.1 **PAYMENT OF SERVICE: Municipal Court**

- A. OREGON PATROL SERVICE will invoice the Client monthly, as agreed by the Client and OREGON PATROL SERVICE.
- B. OREGON PATROL SERVICE will be paid as follows: The Client shall, upon receiving an invoice, make payments in the agreed amount and manner by check, payable to OREGON PATROL SERVICE. Such payment shall be made monthly, unless otherwise specified.
- C. Service Retainer: No Service Retainer is required for extension of Service Agreement.

2.2 **RATES & CALCULATION OF CHARGES: Municipal Court**

- A. Flat-rate charges shall apply to each court session, as specified below. If the court session exceeds the service length covered by the Flat-rate Charge, additional time for the session will be calculated at a Discounted Municipal Rate of ???p/hour and prorated. No overtime charges apply, and overtime, if applicable is the responsibility of OREGON PATROL SERVICE.

2022 Per-Session Costs

Service Start – December 31, 2022

Municipal Court- Full day (0900-1700) Every Thursday: 8hrs x \$33.95/hr = \$271.60 p/session.

**Rates are calculated for one (1) Court Services Officer per session.*

2.3 **INVOICING & LATE PAYMENT POLICY**

Invoices will be submitted monthly by OREGON PATROL SERVICE for payment by Client on or after the 1st day of the month following the service month invoiced. Payment is due upon receipt of invoice with terms of Net 30 days. If the account has an unpaid invoice overdue, Client will be notified, and OREGON PATROL SERVICE may opt to suspend or discontinue service. Non-payment of any invoice does not release the Client from any amount due at the time of termination. All amounts due plus late charges, if any, will be referred to an outside collection agency for collection.

2.4 **COMMENCEMENT & TERMINATION OF SERVICE**

Services will commence no earlier than 12/9/2021 at 0900 and will be in effect for a period of one year, to expire on 12/31/2022 at 1700. No OPT-OUT PROVISION (early termination of service) is included in this agreement.

3 **CHANGES**

Client may, with the approval of OREGON PATROL SERVICE, issue written (or email) changes within the general scope of Security Services to be ordered. Such changes (“Change Order”) may be for additional work or OREGON PATROL SERVICE may be directed to change the scope of the work covered by the Agreement. Client acknowledges that such changes may impact the cost of service. No cancellation charges for cancellation or changes for court will be billed as long as notification occurs before end of business day on the day prior (5:00 p.m.).

4 **STANDARD OF CARE**

OREGON PATROL SERVICE warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who are both certified by the Department of Public Safety Standards & Training, State of Oregon, and have been subject to a comprehensive character & background investigation including personal interview(s), fingerprint screening, screened for sex offender status, department of corrections check, and are subject to random drug screening.

5 **INSURANCES**

OREGON PATROL SERVICE will provide a certificate of general liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, with an endorsement naming the Client as “additional insured”. At the Client’s request, a certificate verifying coverage for Workers’ Compensation insurance will be provided. Providing and maintaining insurance coverage is material terms of the Agreement. All such insurance policies shall be carried by an insurance company or companies that are, at all times, qualified to conduct business in the State of Oregon and, at all times, have a Best’s Key Rating Guide Property-Casualty United States Rating of at least an A-, and a financial rating of VI (based on the most current edition of A.M. Best’s Key Rating Guide).

6 **MISCELLANEOUS**

6.1 Independent Contractor: OREGON PATROL SERVICE is an independent contractor of Client.

6.2 Force Majeure: OREGON PATROL SERVICE shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God, of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

6.3 Rates: OREGON PATROL SERVICE assures rates indicated herein shall be in effect as specified for the duration of this agreement. OREGON PATROL SERVICE will notify Client of intended rate changes in a timely manner, not less than 60 days prior to the end of the 12 calendar months of service beginning December 31, 2021.

6.4 Term & Termination: This agreement shall remain in full force and effect for a period of 1 year beginning December 31, 2021, unless otherwise mutually agreed upon in writing.

IN WITNESS whereof, the parties below have executed this Agreement, consisting of six pages, as of the day and year below:

City of St. Helens, Oregon

OREGONPATROLSERVICE

By: _____

By: _____

Matt Brown

Asst. City Administrator

November 18, 2021

Laurie Sutherby

President & Director of Security Operations

November 18, 2021



OREGONPATROLSERVICE

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	NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	NO

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

After Recording Mail To:

Randall B. Bateman, Esq.
 Bateman Seidel
 1000 SW Broadway, Suite 1910
 Portland, Oregon 97205

Tax Statements to:

7th Street Container Lofts LLC
 13014 Clackamas River Drive
 PO Box 387
 Oregon City, OR 97045

SECOND AMENDMENT TO GROUND LEASE

DATED: As of October 31, 2021 ("Effective Date")

BETWEEN:

CITY OF ST. HELENS, ("Landlord")
 Oregon, an Oregon
 municipal corporation

AND

7TH STREET ("Tenant")
 CONTAINER LOFTS LLC,
 an Oregon limited liability
 company

THIS SECOND AMENDMENT TO GROUND LEASE ("**Second Amendment**") is dated as of the Effective Date and is between Landlord and Tenant.

RECITALS:

A. Landlord and Tenant entered into a Ground Lease dated as of August 12, 2018 (as amended by that certain First Amendment to Ground Lease dated as of June 1, 2021, the "**Lease**"), covering the real property described as Lots 16, 17, 18 and 19, Block 62, CITY OF ST. HELENS, in the City of St. Helens, Columbia County, Oregon more fully described in Exhibit A hereto.

B. Terms using initial capital letters in this Second Amendment that are not otherwise defined shall have the meanings given to them in the Lease.

C. Landlord and Tenant desire to amend the Lease and enter into this Second Amendment to evidence the same.

NOW, THEREFORE, based upon the foregoing Recitals, and the mutual covenants hereinafter set forth, Landlord and Tenant agree as follows:

AGREEMENT:

1. **Confirmation of Substantial Completion.** Landlord confirms that Tenant achieved Substantial Completion of the Project on September 30, 2021.

2. **Premises.** The Premises are modified to include all of the Property described in Exhibit A to the Lease (the full description which is set forth in Exhibit A to this Second Amendment) and for avoidance of doubt, including the six (6) parking spaces defined in the Lease as the "City Parking Lot." Although the City Parking Lot will be a part of the Premises, the general public shall have the right to use the City Parking Lot subject to Tenant's right to impose reasonable rules and regulations concerning the use of the City Parking Lot. Any such rules and regulations that are consistent with the rules and regulations of the Condominium Association (including the Condominium Declaration and Bylaws of the Condominium Association) shall be deemed reasonable. Tenant, at its sole cost and expense, shall erect and maintain signage indicating that the City Parking Lot parking spaces are available for public parking.

3. **Handicap Parking Spaces.** Landlord confirms that in its capacity as Landlord and a municipal corporation that it required only one (1) of the eighteen total parking spaces to be a handicap parking space and the reference to two (2) handicap parking spaces in the Lease is amended and modified to one (1) handicap parking space which is located in the City Parking Lot.

4. **Exhibit C - Financial Assistance.**

(a) Section 1 of Exhibit C to the Lease is deleted in its entirety. For avoidance of doubt, Tenant shall not be entitled to any credit of Permit Costs in excess of \$40,000.

(b) Landlord agrees that the actual out-of-pocket costs for the City Parking Lot construction was \$35,000 for purposes of Section 2 of Exhibit C to the Lease.

5. **Compliance with Lease.** Landlord confirms that as of the Effective Date: (i) no Tenant Default exists under the Lease, and (ii) no event exists that with the passage of time and/or notice would constitute a Tenant Default under the Lease.

6. **Automatic Amendment of Legal Description.** The legal description of the Premises set forth in Exhibit A shall be deemed modified without any further action in accordance with the recording of the Condominium Plat as such legal description is approved as part of the same by the Columbia County surveyor.

7. **Full Force and Effect.** As otherwise expressly modified herein, the Lease remains in full force and effect in accordance with its terms.

EXCEPT AS SPECIFICALLY AND EXPRESSLY AMENDED HEREIN, the original terms of the Lease shall remain in full force and effect.

“LANDLORD”

CITY OF ST. HELENS, an Oregon municipal corporation

By: _____
Name: Rick Scholl
Title: Mayor

By: _____
Name: John Walsh
Title: City Administrator

“TENANT”

7TH STREET CONTAINER LOFTS, LLC,
an Oregon limited liability company

By: NORWAY CONSTRUCTION LLC,
an Oregon limited liability company, d/b/a
Relevant Building Company,
Its: Sole and Managing Member

By: _____
Carl T. Coffman, its Manager

(notarial jurats on following page)

STATE OF OREGON)
) ss.
 County of Columbia)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, _____ as the Mayor of the City of St. Helens, an Oregon municipal corporation, on behalf of such municipal corporation.

 Notary Public for Oregon
 My commission expires: _____
 Commission No.: _____

STATE OF OREGON)
) ss.
 County of Columbia)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, _____ as the City Administrator of the City of St. Helens, an Oregon municipal corporation, on behalf of such municipal corporation.

 Notary Public for Oregon
 My commission expires: _____
 Commission No.: _____

STATE OF OREGON)
) ss.
 County of Clackamas)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Carl T. Coffman, as the Manager of Norway Construction LLC, an Oregon limited liability company, d/b/a Relevant Building Company, as the Sole and Managing Member of 7th Street Container Lofts LLC, an Oregon limited liability company, on behalf of such limited liability company.

 Notary Public for Oregon
 My commission expires: _____
 Commission No.: _____

Exhibit A**Legal Description of Premises:**

LOTS 16, 17, 18, AND 19, BLOCK 62, "SAINT-HELENS", COLUMBIA COUNTY PLAT RECORDS, LOCATED IN THE S.E. 1/4 OF SECTION 33, T.5N., R.1W., W.M., CITY OF SAINT HELENS, COLUMBIA COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, BEING A 5/8" IRON ROD WITH A RED PLASTIC CAP MARKED "CENTERLINE CONCEPTS" FOUND AT THE EAST CORNER OF LOT 4 OF SAID BLOCK 62; THENCE ALONG THE NORTHEAST LINE OF SAID LOT 4, AND CONTINUING ALONG THE NORTHEAST LINES OF LOTS 5, 6, AND 7 OF SAID BLOCK 62, NORTH 15°28'02"W 232.00 FEET TO THE NORTH CORNER OF SAID LOT 7; THENCE ALONG THE SOUTHEAST LINE OF LOT 15 OF SAID BLOCK 62, NORTH 74°37'36" EAST, 100.00 FEET TO THE EAST CORNER THEREOF; THENCE ALONG THE SOUTHWEST RIGHT OF WAY LINE OF NORTH 7TH STREET, BEING 40.00 FEET SOUTHWEST OF THE CENTERLINE THEREOF WHEN MEASURED AT RIGHT ANGLES, SOUTH 15°28'02" EAST, 232.00 FEET TO THE NORTH CORNER OF LOT 20 OF SAID BLOCK 62; THENCE ALONG THE NORTHWEST LINE OF SAID LOT 20, SOUTH 74°37'36" WEST, 100.00 FEET TO THE INITIAL POINT.

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 **Mackenzie Engineering, Inc.** (“Contractor”).

RECITALS

A. The City is in need of personal services for infrastructure design work for the St. Helens Industrial Business Park 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 infrastructure design work for the St. Helens Industrial Business Park, and Contractor accepts such engagement. The principal contact for Contractor shall be Brent Nielsen, phone 971-346-3761.

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 6/30/2023. 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: Mackenzie Engineering, Inc.
 Attn: Brent Nielsen
 RiverEast Center
 1515 SE Water Avenue #100
 Portland, OR 97214

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

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

9. Insurance.

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

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

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

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

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

10. Termination.

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

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

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

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

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

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

10.2 Breach of Agreement

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

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

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

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

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

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

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

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

14. Indemnification.

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

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

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

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

16. Compliance with Law.

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

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

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

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

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

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

16.7 If the Contractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the City, the Contractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

16.8 Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all

sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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

16.9.1 Either:

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

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

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

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

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

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

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

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

16.14 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the

Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Mediation/Dispute Resolution

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

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

23. Records, Inspection and Audit by the City.

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

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

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

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

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

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

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

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

CITY:**CITY OF ST. HELENS**Council Meeting Date: 12/1/21

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:**MACKENZIE ENGINEERING, INC.**

Signature: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT A
Scope of Work

See attached

August 12, 2021 (*Revised September 28, 2021*) (*Revised October 29, 2021*)

City of St. Helens
Attention: Matt Brown
265 Strand Street
St. Helens, OR 97051

Re: **St. Helens Industrial Business Park**
Infrastructure Design Work Order #1 Proposal
Project Number 2210214.00

Dear Mr. Brown:

Mackenzie appreciates this opportunity, and we are pleased to present to City of St. Helens ("Client") the following Scope of Services and fee proposal for the St. Helens Industrial Business Park.

Mackenzie's integrated team of design professionals will provide Civil Engineering, Land Use Planning, Transportation Engineering, and Landscape Architecture services for the above project. In addition, Mackenzie will retain Surveying, Wetlands, Geotechnical Engineering, and Pump Station Engineering consultants to complete the team.

Our Basis of Design along with our detailed Scope of Services by phase is as follows:

BASIS OF DESIGN

The following describes in detail the elements that define the basis of our proposal.

1. The City plans to prepare the St. Helens Industrial Business Park (SHIBP) to encourage development and economic growth in the region. The goal of this project is to design and install the Phase 1 infrastructure to support initial development and make the overall site more shovel-ready for future opportunities.
2. Infrastructure within the site will be sized based on Client-provided master plans, utility studies, and City standards documents.
3. The Phase 1 development comprises approximately 37 acres along Kaster Road and approximately 9.6 acres in the northeast corner of the SHIBP property (Parcel 9).
4. The City plans to prepare the infrastructure plans for use with future grant funding applications. No timetable has been set for eventual construction.
5. The infrastructure design is expected to generally follow the implementation plan and parcelization plan prepared for the City by 3J Consulting in 2020.
6. Utility sizing and design will be guided by the upcoming Sewer Master Plan and Stormwater Master Plan updates currently underway by the City. These plans will provide utility sizing and demand information for the SHIBP area.
7. The City plans to grade the Phase 2 area of the SHIBP to prepare the site for eventual development. Mackenzie will prepare the grading design based on the preliminary plans produced by Maul Foster & Alongi (MFA) in February 2021. Based on information provided by MFA and City staff, we expect the original design will need to be revised to incorporate wetland buffers which were not addressed in the MFA grading design.



8. Site grading will require removal of rock from the site. City staff has indicated that this activity would be classified as natural mineral resources development (mining) and therefore require a Conditional Use Permit.

SCOPE OF SERVICES

Pre-Design

Time Duration: 8 weeks

Provide guidance in defining the project vision, goals and design objectives that will drive the subsequent design process.

1. Provide one (1) kickoff meeting via video conference to initiate the Pre-Design Phase. The following disciplines will attend the kickoff meeting: Civil Engineering, Land Use Planning, Wetlands, Survey, Geotechnical, and Pump Station Engineering. Meeting minutes for this meeting will be prepared by Mackenzie.
2. Complete an initial due diligence review for the project, including the following tasks:
 - A. Review updated and/or new provided information provided by the Client consisting of existing building(s), land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineation, geotechnical report, environmental reports, utility master plans, and preliminary engineering studies.
 - B. Prepare and issue an initial site Due Diligence Report including:
 - I. Summary of anticipated land use and zoning criteria applicable to the project.
 - II. Summary of anticipated entitlement and permitting processes, procedures and schedules.
 - III. Preliminary review of infrastructure conditions and potential improvements (i.e. utilities, right-of-way improvements, etc.).
 - IV. Exploration of options for land use entitlement (e.g., combination of partition and subdivision; phased subdivision; etc.) with regards to process, timelines, and vesting, with recommendation on optimal path to achieve Client's goals.
 - V. Preliminary summary of potential "red flag" issues that may impact either the approach or feasibility of any program or design decisions.
 - VI. Initial Due Diligence Report draft for Client's review and comment.
 - VII. Final Due Diligence Report addressing Client's comments.
 - C. Provide up to one (1) meeting at Mackenzie's office to be attended by Mackenzie's Civil Engineer and Land Use Planner to review our final Due Diligence Report.
3. Provide up to one (1) discovery session at Client's office with the key Client stakeholder group to establish a thorough understanding of the project vision, goals and objectives. We will work with the Client to identify opportunities, challenges, and big picture goals for the project. This will serve as our road map going forward. We will also review site and utility components in detail including: street layout, public utility (water, sewer, storm) demands, franchise utility (power, gas, telecommunication) needs, and parcelization map. Issue minutes from this discovery session as the initial program summary for the Phase 1 infrastructure plan.

Deliverables

1. Kickoff meeting minutes.
2. Preliminary Due Diligence Report.
3. Final Due Diligence Report.
4. Stakeholder meeting minutes/Phase 1 program summary.

Pre-Application Conference

1. Coordinate, prepare for, submit request, and attend Pre-Application Conference with City staff to discuss site issues/process and confirm understanding. One (1) Mackenzie land use planner, civil engineer, and transportation engineer will attend the meeting. A submittal will include the following:
 - A. Preliminary site plan and/or preliminary plat.
 - B. Aerial map.
 - C. Letter with project description and list of questions from the applicant team.
 - D. Application form.
2. Prepare and distribute written meeting notes from Pre-Application Conference meeting.
3. Following City meeting, participate in a team meeting/conference call to discuss comments received from City staff regarding issues, including but not limited to zoning and access issues, entitlement strategy, and schedule.

Deliverables

1. Pre-Application Conference submittal materials.
2. Pre-Application Conference notes.

Schematic Design (30%)

Time Duration: 8 weeks

Provide Schematic Design documents based on the mutually agreed-upon program and schedule. The Schematic Design documents shall establish the conceptual design of the project illustrating the scale and relationship of the project components. The following table summarizes the scope of services and deliverables for the Schematic Design phase.

1. Review Client-provided topographic survey, and identify areas with incomplete or obsolete data to be re-surveyed. No topographic surveying is included in this scope; if additional survey is recommended, we can provide an estimate for those services as needed.
2. Evaluate sewer demands.
 - A. Prepare a memorandum summarizing sewer demands, pump station and force main sizing, and concept plans.
 - B. Sewer demands to be based on the SHIBP Infrastructure Funding Plan and the ongoing Sewer Master Plan, to be provided by the Client.
3. Evaluate water demands.
 - A. Prepare a memorandum summarizing water demands, main sizing, and concept plans.
 - B. Water demands to be based on the SHIBP Infrastructure Funding Plan and the ongoing Water Master Plan, to be provided by the Client.
4. Conduct preliminary geotechnical engineering study.
 - A. Review historical geotechnical or environmental reports for nearby developments, and/or anecdotal information from City personnel regarding on-site soil/rock conditions.
 - B. Review Geologic and Soil Maps.
 - C. Prepare geotechnical memorandum.
5. Coordinate Portland General Electric (PGE) substation parcel.
 - A. Conduct up to two (2) meetings with PGE planners and City staff to review power utility needs, substation parcel standards, and transmission and distribution system alignments. Issue minutes for each meeting.
 - B. Prepare preliminary plans and/or preliminary plat for PGE parcel development.
6. Prepare Schematic Design plans, to include:

- A. Sewer pump station plans, including Force Main alignment plan, Pump Station civil site plan, Mechanical plan, Electrical site plan, and Electrical one-line diagram.
- B. Roadway plans, including Plan and Profile, and Typical sections.
 - I. Include/show right-of-way plans for additional needs like gas, communications, broadband, etc.
 - II. Improvements specific to 9th/10th Street included in Phase 1.
 - III. "Kaster Road Spur" de-construction and relocation of current utilities for desired road location shall be considered for Kaster Road and its extensions.
- C. Water plans, including Plan and Profile of main lines, connection points, and service laterals.
- D. Sewer plans, including Plan and Profile of main lines and service laterals.
- E. Storm drainage plans, including Plan and Profile, and Typical Stormwater Treatment Facility Details.
 - I. Provide preliminary stormwater system sizing calculations.
 - II. Provide recommendations for floodplain impact mitigation.
7. Prepare preliminary construction cost estimate.
8. Issue 50% Schematic Design documents for Client review.
9. Refine Schematic Design documents based on review of 50% Schematic Design documents.
10. Issue 100% Schematic Design documents for Client review.
11. Obtain written approval from Client to proceed with Design Development.

Deliverables

1. Topographic Survey evaluation summary.
2. Sewer demand summary memorandum and concept pump station plans.
3. Water demand summary memorandum and concept plans.
4. Geotechnical memorandum.
5. Preliminary PGE substation parcel plans.
6. 50% Schematic Design plans.
7. 100% Schematic Design plans.
8. Preliminary Schematic Design plans.
9. Final Schematic Design plans developed to 30% design level, to include:
 - A. Overall plan.
 - B. Street plan/profile, typical sections.
 - C. Utility plan/profile (water, sewer, storm drainage).
 - D. Schematic stormwater treatment system design and memorandum.
 - E. Pump station plans.
10. Preliminary construction cost estimate.

SHIBP Phase 2 Grading

Time Duration: 10 weeks

Develop final grading plans based on the preliminary design completed by Maul Foster & Alongi in February 2021.

1. Provide one (1) kickoff meeting via video conference to initiate the Phase 2 grading design. The following disciplines will attend the kickoff meeting: Civil Engineering, Land Use Planning, and Wetlands. Meeting minutes for this meeting will be prepared by Mackenzie. The goal of this meeting is to develop detailed understanding of the objectives for the Phase 2 grading work, review the preliminary design, and identify key steps for permitting the grading work.
2. Conduct a Wetland and Stream Functional Assessment for the Phase 2 site.

- A. As part of the wetland permitting process, Oregon Department of State Lands (DSL) and the U.S. Army Corps of Engineers (Corps) require the applicant to demonstrate that the wetland mitigation plan would provide functional replacement for wetland functions proposed to be impacted by the project. Therefore, existing wetland functions of the wetlands proposed to be impacted are required to be evaluated.
 - B. The Oregon Rapid Wetland Assessment Protocol (ORWAP) would be conducted separately for the different hydrogeomorphic classes of wetlands present in the project impact area (both depressional wetlands and riverine flow-through wetlands are proposed to be impacted).
 - C. In addition, the Stream Function Assessment Method (SFAM) would be conducted for impacts to Ditches 1 and 2, which are considered streams not wetland by the Corps.
3. Develop 60% grading plans.
 - A. Site grading design will be based on the preliminary MFA plans with updates provided by City staff in the Phase 2 Grading kickoff meeting.
 - B. Plans are expected to include: site plan, grading plan, overall cross-sections, wetland impact cross-sections, utility plan, erosion control plan, and stormwater facility details.
 - C. Issue 60% plans for Client review.
 - D. Meet via video conference with Client to review 60% plan comments.
4. Prepare a Wetland Mitigation Plan.
 - A. Prepare a stand-alone wetland mitigation plan document meeting the requirements of the DSL administrative rules for wetland mitigation (OAR 141-085-0705) and the Corps mitigation rule requirements (33 CFR 332.4(c)).
 - B. The DSL compensatory mitigation eligibility and accounting determination form would be used to confirm the necessary acreage of mitigation required to replace the lost wetland functions based on the functional assessment for the impacted wetlands and the functional assessment for the proposed mitigation site.
 - C. Prepare mitigation plan figures to include: site plan, wetland cross-sections, water control structure schematics.
5. Prepare a Joint DSL/Corps Wetland Permit Application.
 - A. The permit application is required to include an "Alternatives Analysis" describing how proposed impacts to wetlands and waters have been minimized during project siting and design. This includes a discussion of both alternative sites (other sites that were evaluated) and an evaluation of alternative site development designs to demonstrate minimization of proposed wetland impacts.
 - B. The agencies will likely require a discussion of why wetland impacts are needed for Phase 2 and why the existing brownfield areas of the property cannot be developed prior to impacting areas with wetlands. Alternative phasing and/or site development scenario drawings will likely be required to satisfy this regulatory requirement.
 - C. Develop a narrative to support the selected project design, including demonstrating that wetland impacts have been minimized to the extent practicable.
 - D. Prepare plans to support the Joint Permit Application, including: site development plan, and wetland impact cross-sections.
 - E. Based on Client feedback in September 2021, we will use the City's SHIBP planning documents to present development alternatives and present coordination with future development phases for the overall project. No additional alternative site plans are included with this scope.
 - F. Coordinate with DSL and Corps staff, including email and phone correspondence, for up to three (3) one-hour video conference meetings.
6. Sensitive Lands Assessment.

- A. Prepare a sensitive lands assessment report to meet the City's review requirements for St. Helens Municipal Code (SHMC) Chapter 17.40 (Protective Measures for Significant Wetlands, Riparian Corridors and Protection Zones) and Chapter 17.44 (Sensitive Lands).
- B. If the proposed Phase 2 development will result in impacts to the wetland protection zone (wetland buffers), the sensitive lands assessment will include a discussion of mitigation to be provided for impacts to wetland buffers in accordance with the requirements of the SHMC.
- C. Prepare plans to support the Sensitive Lands Assessment, including: wetlands site plan.
- 7. Conduct Natural Resource Mineral Extraction Assessment.
 - A. Review soil survey maps to estimate overburden thickness atop the site bedrock.
 - B. Review readily available geologic maps and well logs the cover the project vicinity.
 - C. Review readily available documentation regarding the characteristics of similar bedrock in Columbia County.
 - D. Evaluate collected information to identify likely methods of rock excavation/mining (e.g. blasting, ripping, hammer, etc.).
 - E. This assessment does not include subsurface exploration or laboratory testing for detailed characterization of rock extent and quality. We recommend these services be deferred to the expected Work Order #2 to coincide with expected subsurface explorations and testing conducted for the Phase 1 infrastructure detailed design scope.
 - F. Consult with Oregon Department of Geology and Mineral Industries (DOGAMI) regarding requirements for mining permits.
 - G. Consult with City and design team regarding phasing of mining and aggregate processing, and preparation of conditional use or mine operating permits.
 - H. Prepare a memorandum summarizing our findings regarding bedrock characteristics and likely mining methodologies.
- 8. Prepare City of St. Helens Conditional Use Permit application.
 - A. Coordinate with Client and consultants to identify and prepare Conditional Use Permit and Sensitive Lands Permit application and supporting documents as required by City of St. Helens. The land use application package will be limited to the Phase 2 grading/mining activities.
 - B. Prepare burden of proof materials including narrative addressing approval criteria/policies, maps, and other materials necessary to describe the planned grading operation, timing, and phasing for mining operation in accordance with St. Helens Community Development Code.
 - C. Compile Conditional Use Permit and Sensitive Lands Permit application materials including civil site plans, wetlands site plan, written burden of proof narrative, and associated exhibits. Submit narrative and supporting materials to the City.
 - D. Monitor Conditional Use Permit and Sensitive Lands Permit application through completeness review (no more than 30 days per Oregon law); revise land use narrative and provide additional materials for up to one (1) response. If deemed incomplete, assumes completeness response can be prepared (including any items from Client) within 2 weeks of receipt of incomplete notice.
 - E. Communicate with City staff throughout approval process. Review Planning Director's staff report. Attend Planning Commission meeting and present project on behalf of the Client. Monitor approval appeal period.
 - F. Review updates required of the grading plans to address conditions of approval.
- 9. Prepare 100% grading plans.
 - A. Prepare final grading plans based on agency permit review comments and Client review comments.
 - B. Grading plans are expected to include:
 - I. Site plan.
 - II. Grading plan.

- III. Utility plan.
- IV. Stormwater facilities details.
- V. Wetland impact cross-sections.
- VI. Wetland mitigation plan.
- VII. Erosion control plan.
- VIII. Planting Plan.
- IX. Construction details.
- 10. Obtain grading permit approvals.
 - A. Prepare and submit applications for the following permits:
 - I. Oregon Department of Environmental Quality 1200-C permit.
 - II. DOGAMI surface mining permit.
 - III. City of St. Helens Grade Permit.
 - IV. City of St. Helens Engineering Permit.
 - V. Columbia County Grade & Fill Permit.
 - B. Respond to agency review comments, for up to two (2) rounds.

Deliverables

- 1. Kickoff meeting minutes.
- 2. Functional Assessment: ORWAP and SFAM spreadsheets.
- 3. 60% Grading Plans.
- 4. Wetland Mitigation Plan.
- 5. Joint Wetland Permit Application.
- 6. Sensitive Lands Assessment Report.
- 7. 100% Grading Plans.
- 8. Natural Resource Mineral Extraction Assessment memorandum.
- 9. Conditional Use Permit and Sensitive Lands Permit narrative and application.
- 10. Permit Applications noted above.

FEE SUMMARY

Our hourly not to exceed fees for the disciplines and related design services described above are as follows:

Pre-Design:	\$40,300
Pre-Application Conference:	\$5,700
Schematic Design (30% Plans):	\$95,500
Phase 2 Grading Design and Permitting:	\$119,300
TOTAL:	\$260,800

Reimbursable expenses (printing, copying deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.1 times cost. We estimate reimbursable expenses to be approximately \$950 and will not exceed this amount without Client approval.

Services for development of detailed design plans, construction documents, bid support, permitting, and construction administration are expected to be provided under future work orders or contract amendments. Estimates for these services will be provided upon request.

ASSUMPTIONS

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Client to fully understand these Assumptions. In addition to the Scope of Services outlined above, we have assumed the following:

1. Client will provide current electronic files of existing building(s), land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineation, geotechnical report, environmental report, any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.
2. Scope and fee are based on Client not hiring a third party Client Representative to act on their behalf during any phase(s) of the project. If a third-party PM is hired by the Client, Mackenzie reserves the right to estimate scope and fee impacts that will result in additional services.
3. The Client will approve the Documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.
4. Mackenzie Scope of Service and fees are based on project phases running in sequential order without delay, pause or project being put on hold for any reason between phases.
5. Client is responsible for all fees paid to public bodies having jurisdiction over the project.
6. Subject to the applicable Standard of Care, Mackenzie will design the Project in accordance with applicable laws, including current Federal ADA Accessibility Standards and as required by the Authority Having Jurisdiction (AHJ) for Building Permit per the AHJ's current edition of the governing building code, and by reference therein ANSI ICC/A117.1 ("Building Code") for new construction. Notwithstanding the foregoing sentence, the Client acknowledges that various governmental codes and regulations, including without limitation the ADA and FHA, are subject to varying and sometimes contradictory interpretation and that the ADA is not a detailed building code. In the case of such conflicts or differing interpretations, Mackenzie will notify the Client thereof and will endeavor to design to the most stringent interpretation acceptable to the AHJ.
7. All meetings will occur via video conference, other than construction site meetings unless specifically noted otherwise within the Scope of Services outlined above. We will record and distribute minutes following each meeting for all meetings through all phases up to Construction Contract Administration. During Construction Contract Administration, the General Contractor will provide meeting minutes. Mackenzie will review these minutes for accuracy.
8. Both on and off-site land use entitlements processes, such as Design Review, and related services, such as meetings with Authorities Having Jurisdiction (AHJ), neighborhood/community meetings, public hearings, and other related processes, are assumed to have been completed prior, or have been determined to not be required, and therefore are not included within the scope of this proposal.
9. Building/Site Renovation: Mackenzie will work with the Client to align on the Client's program for the Project, including goals and objectives, and will develop the design in accordance with applicable codes and laws, subject to and in accordance with the applicable standard of care. Client acknowledges that Projects involving additions

and remodels of existing sites/buildings (compared to new construction) create more uncertainty and subjectivity as to code and law interpretation and increases the chance that applicable agencies will have differing interpretations that might require redesign services. Such agency interpretations may not be made known until the Construction Documents and/or Plan Check phase of the Project. Accordingly, Client acknowledges and agrees that Mackenzie expressly excludes any services necessary to address these types of differing code and law interpretation issues from Mackenzie's scope of services, and that such services (including any necessary redesign services) will, upon Client's approval, be performed by Mackenzie as an additional service.

10. Conditions not depicted on available existing site and/or building documents, provided by the Client, or readily visible on project walkthroughs are excluded. Such impacts will be evaluated at the time of discovery and addressed via additional services as necessary.
11. Mackenzie will rely on Client-provided existing facilities information for project, including but not limited to type of construction, building area, occupancy classification and other such parameters affecting design, construction documents, and permitting.

EXCLUSIONS

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's Scope of Services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services.

1. Client provided consultant services

- 1.a. Land survey, topographic survey, tree survey, and related specifications.
- 1.b. Hazardous materials mitigation design.
- 1.c. Coordination of Client provided consultants not identified at the date of this proposal.

2. Land Use Process/Permitting

- 2.a. Appeals, variances, public hearings, land use approvals, conditional use reviews, or any required adjustments other than as specifically outlined within our Scope of Services above.
- 2.b. Meetings with public agencies or other meetings other than those specifically identified in Scope of Services above.
- 2.c. Formal Building code interpretation requests and/or appeals.
- 2.d. Permits other than those identified within the proposal identified above (e.g., phased permitting, trade permits, separate demolition permit, any other special permits).

3. Standard Design Items

- 3.a. Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages, such as BOMA calculations, are not included).

4. Unique Design services

- 4.a. Graphics and/or signage design, permitting, and related coordination.

5. Construction process – construction is not planned with this scope.

6. Graphics/BIM

- 6.a. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process unless specifically noted within our Scope of Services above.
- 6.b. Marketing materials.
- 6.c. No Navisworks files or Clashing will be provided or performed. Deliverables shall be PDF and/or hardcopy only. (Revit model RVT files and DWG exports will not be provided.) Revit models and sheets will be created to Mackenzie standards.
- 6.d. No formal BIM Execution Plan will be provided.
- 6.e. Use of CAD Drawings or BIM models by any parties other than the Client or design team.

7. Expenses/Billing

- 7.a. Reimbursable expenses.
- 7.b. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.
- 7.c. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.

It is our understanding the project will start in November 2021. If the proposal is agreeable to you, please issue a City contract for review and execution. Please note that this proposal is valid for 60 days.

We look forward to working with City of St. Helens on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,



Brent Nielsen, PE
Senior Associate



Matt Butts, PE
Principal in Charge

Enclosure(s): Hourly Billing Rate Schedule
Reimbursable Rates Schedule
Attachment A – Fee estimate table

HOURLY BILLING RATE SCHEDULE*

PRINCIPALS \$ 160 – \$ 280

ARCHITECTURE/LANDSCAPE

Design Director \$ 175 – \$ 220
 Senior Project Architect \$ 160 – \$ 250
 Project Architect I – III \$ 100 – \$ 200
 Architectural Designer II-III \$ 80 – \$ 165
 Architectural Designer I \$ 60 – \$ 95
 Designer/Drafter \$ 50 – \$ 80
 Intern \$ 50 – \$ 75

ENGINEERING

Senior Project Engineer \$ 160 – \$ 250
 Project Engineer I – III \$ 100 – \$ 200
 Designer I – II \$ 70 – \$ 140
 Transportation Analyst I – II \$ 65 – \$ 115
 Designer/Drafter \$ 80 – \$ 130
 Intern \$ 50 – \$ 75

PLANNING

Senior Project Planner \$ 150 – \$ 235
 Project Planner I – IV \$ 90 – \$ 200
 Permit Coordinator \$ 55 – \$ 95
 Assistant Planner \$ 65 – \$ 100
 Intern \$ 50 – \$ 75

INTERIOR DESIGN

Senior Project Interior Designer \$ 150 – \$ 230
 Interior Designer III – V \$ 100 – \$ 175
 Interior Designer I – II \$ 60 – \$ 135
 Intern \$ 50 – \$ 75

ADMINISTRATION

Administrator \$ 60 – \$ 175
 Word Processor \$ 70 – \$ 110
 Graphic Artist \$ 85 – \$ 130

*Subject to change April 2022

REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

Local: \$1.00/sheet
Long distance: \$1.30/sheet

OTHER IN-HOUSE REIMBURSABLE ITEMS

Digital Photo Documentation

\$15.00/download

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet

		Mackenzie													
		Civil Principal	Civil Engineer III / Project Manager	Civil Engineer II	Civil Designer I	Transportation Engineer III	Transportation Designer I	Land Use Planner IV	Land Use Planner III	Land Use Planner I	Landscape Architect	Landscape Designer	Project Architect II	Admin	
A	Pre-Design	8 weeks	16	64	18	0	0	3	32	32	0	0	0	15	
	Project Management (ongoing)			35										5	
	Due diligence review and report		10	15	10			3	22	28				4	
	Stakeholder discovery session and program summary		4	8	4				4	4				2	
	Client meetings		2	6	4				6					4	
			\$4,080.00	\$11,840.00	\$2,430.00	\$0.00	\$0.00	\$585.00	\$5,440.00	\$3,360.00	\$0.00	\$0.00	\$0.00	\$1,350.00	
B	Pre-Application Conference	4 weeks	0	7	0	0	4	2	1	9	10	0	0	6	
	Prepare pre-application documents			2			2	2	1	3	6			4	
	Attend pre-application meeting with City			2			2			2					
	Prepare pre-app meeting minutes			1						2				2	
	Follow-up meeting			2						2					
			\$0.00	\$1,295.00	\$0.00	\$0.00	\$800.00	\$180.00	\$195.00	\$1,530.00	\$1,050.00	\$0.00	\$0.00	\$0.00	\$540.00
C	Schematic (30%) Design	8 weeks	30	69	92	114	20	10	0	10	10	10	30	0	4
	SD Kick-Off Meeting		2	4	2					2	2				
	Street plan/profile		4	8	15	30	10	10		4	4	10	30		
	Utility plan/profiles		4	8	15	30									
	Stormwater treatment plans and memo		4	15	30	15									
	Pump station plans		2	6											
	QC		8	8			6								
	Preliminary geotechnical memo			2											
	PGE Coordination and Preliminary parcel plans		2	4	10	15	2								
	Preliminary cost estimate		2	6	12	20	2								
	Meetings		2	8	8	4				4	4			4	
			\$7,650.00	\$12,765.00	\$12,420.00	\$10,260.00	\$4,000.00	\$900.00	\$0.00	\$1,700.00	\$1,050.00	\$1,600.00	\$3,000.00	\$0.00	\$360.00
D	Phase 2 Grading and Wetland Permitting	10 weeks	12	65	90	126	0	0	18	71	100	20	45	0	10
	Phase 2 Kick-Off Meeting		2	3	3										
	Team meetings		2	4	6	6				2					
	Wetland functional assessment			3	3										
	60% Phase 2 grading plans		4	10	20	45						10	25		
	Wetland Mitigation Plan			5	10	15									
	JPA Application			10	15	15									
	Sensitive Lands Assessment														
	Natural Resource Mineral Extraction Assessment			2						4					
	Conditional Use Permit							8	50	80					10
	Agency Coordination			3	3										
	100% Phase 2 grading plans		4	15	20	45						10	20		
	Permits: Grade & Fill, Grading, 1200-C, DOGAMI, Engineering			10	10			10	15	20					
			\$3,060.00	\$12,025.00	\$12,150.00	\$11,340.00	\$0.00	\$0.00	\$3,510.00	\$12,070.00	\$10,500.00	\$3,200.00	\$4,500.00	\$0.00	\$900.00
Total Work Order #1 Hours			58	205	200	240	24	12	22	122	152	30	75	0	35
Hourly Rate			\$255.00	\$185.00	\$135.00	\$90.00	\$200.00	\$90.00	\$195.00	\$170.00	\$105.00	\$160.00	\$100.00	\$150.00	\$90.00
Fee			\$14,790.00	\$37,925.00	\$27,000.00	\$21,600.00	\$4,800.00	\$1,080.00	\$4,290.00	\$20,740.00	\$15,960.00	\$4,800.00	\$7,500.00	\$0.00	\$3,150.00
Total Fee By Discipline			\$101,315.00				\$5,880.00		\$40,990.00			\$4,800.00	\$7,500.00	\$0.00	\$3,150.00

		Hart Crowser						Wetlands Solutions NW			NW Survey		
		Senior Principal	Principal	Project Engineer	Senior Staff	Drafter	Project Assistant	Wetland Biologist			Professional Surveyor		
A	Pre-Design	8 weeks	0	9	9	6	2	4	16	0	0	10	0
	Project Management (ongoing)			4	4			4					
	Due diligence review and report			2	2	6	2		10			8	
	Stakeholder discovery session and program summary								4				
	Client meetings			3	3				2			2	
			\$0.00	\$2,524.50	\$1,584.00	\$924.00	\$275.00	\$440.00	\$1,760.00	\$0.00	\$0.00	\$1,320.00	\$0.00
B	Pre-Application Conference	4 weeks	0	0	0	0	0	0	0	0	0	0	0
	Prepare pre-application documents												
	Attend pre-application meeting with City												
	Prepare pre-app meeting minutes												
	Follow-up meeting												
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C	Schematic (30%) Design	8 weeks	0	5	8	14	4	2	12	0	0	0	0
	SD Kick-Off Meeting												
	Street plan/profile								4				
	Utility plan/profiles												
	Stormwater treatment plans and memo								4				
	Pump station plans												
	QC												
	Preliminary geotechnical memo			2	5	14	4	2					
	PGE Coordination and Preliminary parcel plans												
	Preliminary cost estimate												
	Meetings			3	3				4				
			\$0.00	\$1,402.50	\$1,408.00	\$2,156.00	\$550.00	\$220.00	\$1,320.00	\$0.00	\$0.00	\$0.00	\$0.00
D	Phase 2 Grading and Wetland Permitting	10 weeks	5	25	40	25	6	0	232	0	0	0	0
	Phase 2 Kick-Off Meeting								2				
	Team meetings												
	Wetland functional assessment								40				
	60% Phase 2 grading plans												
	Wetland Mitigation Plan								50				
	JPA Application								50				
	Sensitive Lands Assessment								30				
	Natural Resource Mineral Extraction Assessment		5	15	20	25	6						
	Conditional Use Permit												
	Agency Coordination								30				
	100% Phase 2 grading plans								30				
	Permits: Grade & Fill, Grading, 1200-C, DOGAMI, Engineering			10	20								
			\$1,595.00	\$7,012.50	\$7,040.00	\$3,850.00	\$825.00	\$0.00	\$25,520.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Work Order #1 Hours			5	39	57	45	12	6	260	0	0	10	0
Hourly Rate			\$319.00	\$280.50	\$176.00	\$154.00	\$137.50	\$110.00	\$110.00	\$0.00	\$0.00	\$132.00	\$0.00
Fee			\$1,595.00	\$10,939.50	\$10,032.00	\$6,930.00	\$1,650.00	\$660.00	\$28,600.00	\$0.00	\$0.00	\$1,320.00	\$0.00
Total Fee By Discipline			\$31,806.50						\$28,600.00			\$1,320.00	

		TetraTech													
		Principal Engineer	Senior Civil Engineer	Civil Engineer	Structural Engineer	Electrical Engineer	Designer / CADD	Word Processing	Administrative Assistant						
A	Pre-Design	8 weeks	0	5	4	0	0	0	0	2	\$125.00		247		
	Project Management (ongoing)			1						2			55	\$9,741	
	Due diligence review and report												122	\$18,568	
	Stakeholder discovery session and program summary			2	2								34	\$5,640	
	Client meetings			2	2						\$125.00		36	\$6,421	
			\$2,320.00								\$125.00				\$40,370.00
B	Pre-Application Conference	4 weeks	0	0	0	0	0	0	0	0	\$140.00		39		
	Prepare pre-application documents										\$50.00		20	\$2,700	
	Attend pre-application meeting with City										\$90.00		6	\$1,209	
	Prepare pre-app meeting minutes												7	\$915	
	Follow-up meeting												6	\$920	
			\$0.00								\$140.00				\$5,744.00
C	Schematic (30%) Design	8 weeks	4	12	64	12	16	88	4	0	\$575.00		644		
	SD Kick-Off Meeting												12	\$2,070	
	Street plan/profile										\$115.00		129	\$16,392	
	Utility plan/profiles										\$115.00		57	\$7,352	
	Stormwater treatment plans and memo												68	\$9,635	
	Pump station plans										\$220.00		188	\$30,162	
	QC	4	8	56	12	12	88	4					26	\$5,830	
	Preliminary geotechnical memo												29	\$4,737	
	PGE Coordination and Preliminary parcel plans			1	4		2						40	\$5,740	
	Preliminary cost estimate			1	4		2						49	\$6,830	
	Meetings			2							\$125.00		46	\$6,837	
			\$32,190.00								\$575.00				\$95,584.00
D	Phase 2 Grading and Wetland Permitting	10 weeks	0	0	0	0	0	0	0	0	\$200.00		890		
	Phase 2 Kick-Off Meeting												10	\$1,690	
	Team meetings												20	\$2,940	
	Wetland functional assessment										\$50.00		46	\$5,415	
	60% Phase 2 grading plans												114	\$13,720	
	Wetland Mitigation Plan										\$50.00		80	\$9,180	
	JPA Application										\$50.00		90	\$10,780	
	Sensitive Lands Assessment										\$50.00		30	\$3,355	
	Natural Resource Mineral Extraction Assessment												77	\$15,048	
	Conditional Use Permit												148	\$19,360	
	Agency Coordination												36	\$4,260	
	100% Phase 2 grading plans												144	\$17,445	
	Permits: Grade & Fill, Grading, 1200-C, DOGAMI, Engineering												95	\$16,125	
			\$0.00								\$200.00				\$119,317.50
Total Work Order #1 Hours			4	17	68	12	16	88	4	2	\$1,040.00		1820		
Hourly Rate											\$1.10				
Fee											\$1,144.00				
Total Fee By Discipline			\$34,510.00								\$1,144.00				\$261,016

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	NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$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.

CONTRACT PAYMENTS

City Council Meeting
December 1, 2021

David Evans and Associates Inc.

Project: Columbia Blvd. Sidewalk/Safety Imps (Inv#498336) \$ **312.96**

Keller Associates

Project: Sanitary Sewer Master Plan (Inv#0213043) \$ 4,072.78

Project: Stormwater Master Plan (Inv#0213042) 4,557.47

Project: Water Master Plan (Inv#0213052) 12,928.10

Total \$ **21,558.35**



**DAVID EVANS
AND ASSOCIATES INC.**

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

Invoice Number 498336
Invoice Date November 11, 2021
PO Number
Page 1 of 1

Work Beginning 09/26/2021 through 10/30/2021

Manager: Paul Tappana

Project STHN0000-0002: Columbia Boulevard Sidewalk and Safety Improvements

		Current Hours	Rate	Current Amount
Contract Work Performed				
Project Accountant II	Dongyang Liu	0.10	98.29	9.83
Project Manager III	Paul Tappana	0.50	183.30	91.65
QA/QC Specialist III	Alisha Reynaldo	2.00	105.74	211.48
Subtotal	Contract Work Performed	2.60		312.96
Invoice Total				\$312.96

Invoiced by: Alisha Reynaldo

APPROVED FOR PAYMENT
INIT _____ DATE _____
301-000-53001 \$156.48
205-000-53002 \$156.48
SD
MZ
ACCOUNTS PAYABLE
FINANCE
SUPERVISOR 11/23/21

Aged Receivables as of 11/9/2021

0 To 30 Days	31 To 60 Days	61 To 90 Days	Over 90 Days	Total Outstanding
\$312.96	\$0.00	\$0.00	\$0.00	\$312.96

Submit payment to: Dept LA 24340 Pasadena CA 91185-4340



DAVID EVANS
AND ASSOCIATES INC.

November 11, 2021

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

**SUBJECT: Columbia Boulevard Sidewalk and Safety Improvements
Invoice and Progress Report No. 19**

Dear Ms. Darroux:

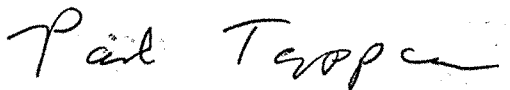
Enclosed is the Invoice and Progress Report No. 19 for Preliminary Engineering (PE) Services for the Columbia Boulevard Sidewalk and Safety Improvements Project. This information covers the period of September 26, 2021 through October 30, 2021.

Please note that there may be some costs associated with the activities performed during this period, which have not yet cleared our accounting system. These costs will be invoiced in the billing period in which they are received.

Please review the enclosed information and let us know how we may modify the data to make it more meaningful to you. If you have questions or need additional information, please call me or my project assistant Alisha Reynaldo at 503-480-1312.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.



Paul Tappana
Project Manager

PDT:anre
Enclosures

DAVID EVANS AND ASSOCIATES, INC.
Project Billing Budget Summary (by WBS)

Project: STHN000000002
09/26/2021-10/30/2021

Phase	WBS Description	Contract Amount	Billed This Period	Previously Billed	Billed To Date	Remaining Contract	% Billed	% Completed
00101	Project Administration	4,278.00	312.96	7,546.62	7,859.58	(3,581.58)	184%	80%
00102	Kick-Off Meeting	986.00	-	867.40	867.40	118.60	88%	100%
00103	Quality Assurance and Quality Control	1,290.00	-	-	-	1,290.00	-	-
00201	Collect, Compile and Evaluate Data	329.00	-	206.18	206.18	122.82	63%	100%
00202	Survey and mapping	329.00	-	143.62	143.62	185.38	44%	100%
00301	Preliminary (60%) Design	16,473.00	-	18,658.82	18,658.82	(2,185.82)	113%	95%
00302	Advance (95%) Design	13,080.00	-	-	-	13,080.00	-	-
00303	Final (100%) Design	4,408.00	-	-	-	4,408.00	-	-
00401	Community Outreach	1,972.00	-	-	-	1,972.00	-	-
00501	Utility Relocations	5,785.00	-	-	-	5,785.00	-	-
SUBKL	KLS Surveying	8,800.00	-	8,795.00	8,795.00	5.00	100%	100%
		57,730.00	312.96	36,217.64	36,530.60	21,199.40	63%	

Columbia Boulevard Sidewalk and Safety Improvements: R-679

Progress Report No. 19

**For the period:
September 26, 2021 through October 30, 2021**

November 11, 2021

Submitted via email to:

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

Prepared by:

David Evans and Associates, Inc.
530 Center Street NE, Suite 605
Salem, Oregon 97301

PROGRESS REPORT NO. 19

For the period September 26, 2021 through October 30, 2021

Columbia Boulevard Sidewalk and Safety Improvements: R-687

Contract NTP: February 22, 2019

Contract End: November 25, 2022

Contract Values:

Current Contract NTE: \$57,730.00

Previously Billed: \$36,217.64

Current Billing: \$312.96

Remaining \$21,199.40

Work Performed in Reporting Period:

- Project coordination and invoicing

Anticipated Upcoming Work

- Continued culvert and sidewalk design
- We have expended the budget for the 60% design, and will make it up in the 100% design task



City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

303-000-52019
APPROVED FOR PAYMENT

INIT _____ DATE _____
ACCOUNT PAYABLE
FINANCE
SUPERVISOR 4/23/21

SD
MZ

November 10, 2021
Project No: 220060-002
Invoice No: 0213043

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

Item #13.

Project 220060-002 St Helens - Sanitary Sewer Master Plan
Project Manager: *PAUL OUSTON*

Professional Services from October 1, 2021 to October 31, 2021

TOTAL THIS INVOICE \$4072.78

Task	001	Project Management & Meetings		
Fee				
Total Fee		23,715.00		
Percent Complete	100.00	Total Earned	23,715.00	
		Previous Fee Billing	23,715.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task	002	Data / Survey		
Task 2A: Data Gathering / Review / I&I Evaluation				
Fee				
Total Fee		47,483.00		
Percent Complete	100.00	Total Earned	47,483.00	
		Previous Fee Billing	47,483.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task 2B: Survey / Field Work

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	5,000.00	5,000.00	
Limit			5,000.00	
		Total this Task		0.00
		Total this Task		0.00

Task	003	Technical Analysis		
Fee				
Total Fee		46,852.00		
Percent Complete	100.00	Total Earned	46,852.00	
		Previous Fee Billing	46,852.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Project	220060-002	St Helens - Sanitary Sewer Master Plan	Invoice	0213043
Task	004	Engineering Standards and Comprehensive Plan		
Fee				
Total Fee	5,110.00			
Percent Complete	100.00	Total Earned	5,110.00	
		Previous Fee Billing	5,110.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00
Task	005	Staffing Level Analysis		
Fee				
Total Fee	3,745.00			
Percent Complete	100.00	Total Earned	3,745.00	
		Previous Fee Billing	3,745.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00
Task	006	Capital Improvement Plan		
Fee				
Total Fee	21,268.00			
Percent Complete	100.00	Total Earned	21,268.00	
		Previous Fee Billing	21,268.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00
Task	007	Final Plan Documentation and Public Meetings		
Fee				
Total Fee	13,138.00			
Percent Complete	91.00	Total Earned	11,955.58	
		Previous Fee Billing	7,882.80	
		Current Fee Billing	4,072.78	
		Total Fee		4,072.78
		Total this Task		\$4,072.78
		Total this Invoice		<u>\$4,072.78</u>

Outstanding Invoices

Number	Date	Balance
0212798	10/11/2021	24,630.02
		24,630.02

Billings to Date

	Current	Prior	Total
Fee	4,072.78	156,055.80	160,128.58
Consultant	0.00	5,000.00	5,000.00
Totals	4,072.78	161,055.80	165,128.58



304-000-52019

APPROVED FOR PAYMENT

INIT

DATE

ACCOUNTS PAYABLE

FINANCE

SUPERVISOR

11/23/21

Item #13.

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

November 10, 2021

Project No: 220060-001

Invoice No: 0213042

P-511

TOTAL THIS INVOICE
\$4,557.47

Project 220060-001 St Helens - Stormwater Master Plan

Project Manager: *Peter Olson*Professional Services from October 1, 2021 to October 31, 2021

Task	001	Project Management & Meetings
Fee		
Total Fee	23,715.00	
Percent Complete	100.00	Total Earned 23,715.00
		Previous Fee Billing 23,715.00
		Current Fee Billing 0.00
		Total Fee 0.00
		Total this Task 0.00

Task	002	Data Acquisition & Surveying
Task 2A: Data Acquisition / Review		
Fee		
Total Fee	32,448.00	
Percent Complete	100.00	Total Earned 32,448.00
		Previous Fee Billing 32,448.00
		Current Fee Billing 0.00
		Total Fee 0.00
		Total this Task 0.00

Task 2B: Survey / Field Work

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	10,000.00	10,000.00
Limit			10,000.00
		Total this Task	0.00
		Total this Task	0.00

Task	003	Technical Analysis
Fee		
Total Fee	48,047.00	
Percent Complete	100.00	Total Earned 48,047.00
		Previous Fee Billing 48,047.00
		Current Fee Billing 0.00
		Total Fee 0.00
		Total this Task 0.00



245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

November 10, 2021

Project No: 220060-001

Invoice No: 0213042

Project 220060-001 St Helens - Stormwater Master Plan

Project Manager: *[Signature]*

Professional Services from October 1, 2021 to October 31, 2021

Task	001	Project Management & Meetings		
Fee				
Total Fee		23,715.00		
Percent Complete	100.00	Total Earned	23,715.00	
		Previous Fee Billing	23,715.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task	002	Data Acquisition & Surveying		
Task 2A: Data Acquisition / Review				
Fee				
Total Fee		32,448.00		
Percent Complete	100.00	Total Earned	32,448.00	
		Previous Fee Billing	32,448.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task 2B: Survey / Field Work

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	10,000.00	10,000.00	
Limit			10,000.00	
		Total this Task		0.00
		Total this Task		0.00

Task	003	Technical Analysis		
Fee				
Total Fee		48,047.00		
Percent Complete	100.00	Total Earned	48,047.00	
		Previous Fee Billing	48,047.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Project	220060-001	St Helens - Stormwater Master Plan	Invoice	0213042
Task	004	Engineering Standards and Comprehensive		
Fee				
Total Fee	5,110.00			
Percent Complete	100.00	Total Earned	5,110.00	
		Previous Fee Billing	5,110.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00
Task	005	Staffing Level Analysis		
Fee				
Total Fee	3,745.00			
Percent Complete	100.00	Total Earned	3,745.00	
		Previous Fee Billing	3,745.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00
Task	006	Capital Improvement Plan		
Fee				
Total Fee	18,877.00			
Percent Complete	100.00	Total Earned	18,877.00	
		Previous Fee Billing	18,877.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00
Task	007	Final Plan Documentation and Public Meetings		
Fee				
Total Fee	13,137.00			
Percent Complete	91.00	Total Earned	11,954.67	
		Previous Fee Billing	7,882.20	
		Current Fee Billing	4,072.47	
		Total Fee		4,072.47
		Total this Task		\$4,072.47
Task	008	TMDL Implementation Plan		
Fee				
Total Fee	9,700.00			
Percent Complete	65.00	Total Earned	6,305.00	
		Previous Fee Billing	5,820.00	
		Current Fee Billing	485.00	
		Total Fee		485.00
		Total this Task		\$485.00
		Total this Invoice		<u>\$4,557.47</u>

Project	220060-001	St Helens - Stormwater Master Plan	Invoice	0213042
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Outstanding Invoices

Number	Date	Balance
0212797	10/11/2021	24,924.92
		24,924.92

Billings to Date

	Current	Prior	Total
Fee	4,557.47	145,644.20	150,201.67
Consultant	0.00	10,000.00	10,000.00
Totals	4,557.47	155,644.20	160,201.67

KELLER
ASSOCIATES



302-000-5201
APPROVED FOR PAYMENT
INIT _____ DATE _____
ACCOUNTS PAYABLE _____
FINANCE _____
SUPERVISOR SD 1/23/24
MZ

Item #13.

245 Commercial St SE, Suite 210
Salem, OR 97301

(503) 364-2002

City of St Helens
Attn: City Administrator
265 Strand St
St Helens, OR 97051

November 10, 2021
Project No: 221096-000
Invoice No: 0213052

Project 221096-000 St. Helens - Water Master Plan
Project Manager: PETER OLSEN
Professional Services from October 1, 2021 to October 31, 2021

W-474

TOTAL THIS INVOICE
\$ 12,928.10

Task 001 Project Management and Meetings
Fee
Total Fee 16,510.00
Percent Complete 50.00
Total Earned 8,255.00
Previous Fee Billing 6,438.90
Current Fee Billing 1,816.10
Total Fee 1,816.10
Total this Task \$1,816.10

Task 002 Data Collection, Review and Facility Tour
Fee
Total Fee 13,680.00
Percent Complete 93.00
Total Earned 12,722.40
Previous Fee Billing 11,354.40
Current Fee Billing 1,368.00
Total Fee 1,368.00
Total this Task \$1,368.00

Task 003 System Inventory and Condition Assessment
Fee
Total Fee 9,165.00
Percent Complete 95.00
Total Earned 8,706.75
Previous Fee Billing 4,582.50
Current Fee Billing 4,124.25
Total Fee 4,124.25
Total this Task \$4,124.25

Task 004 Planning Criteria
Fee
Total Fee 13,570.00
Percent Complete 97.00
Total Earned 13,162.90
Previous Fee Billing 12,891.50
Current Fee Billing 271.40
Total Fee 271.40

Project	221096-000	St. Helens - Water Master Plan	Invoice	0213052
			Total this Task	\$271.40

Task	005	Water Supply and Distribution System Analysis		
Fee				
Total Fee	20,195.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
			Total this Task	0.00

Task	006	Water Treatment Evaluation		
Fee				
Total Fee	7,990.00			
Percent Complete	95.00	Total Earned	7,590.50	
		Previous Fee Billing	4,794.00	
		Current Fee Billing	2,796.50	
		Total Fee		2,796.50
			Total this Task	\$2,796.50

Task	007	Water System Hydraulic Model		
Fee				
Total Fee	36,455.00			
Percent Complete	11.00	Total Earned	4,010.05	
		Previous Fee Billing	1,458.20	
		Current Fee Billing	2,551.85	
		Total Fee		2,551.85
			Total this Task	\$2,551.85

Task	008	Water System O&M Plan		
Fee				
Total Fee	3,260.00			
Percent Complete	0.00	Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
			Total this Task	0.00

Task	009	Staff Interviews & Staffing Level Analysis		
Fee				
Total Fee	5,375.00			
Percent Complete	30.00	Total Earned	1,612.50	
		Previous Fee Billing	1,612.50	
		Current Fee Billing	0.00	
		Total Fee		0.00
			Total this Task	0.00

Project	221096-000	St. Helens - Water Master Plan	Invoice	0213052
Task	010	Capital Improvement Plan		
Fee				
Total Fee		19,860.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
		Total Fee		0.00
		Total this Task		0.00
Task	011	Draft and Final Water System Master Plan		
Fee				
Total Fee		8,590.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
		Total Fee		0.00
		Total this Task		0.00
Task	012	Public Meetings		
Fee				
Total Fee		6,545.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
		Total Fee		0.00
		Total this Task		0.00
Task	013	Water Management & Conservation Plan Update		
Fee				
Total Fee		14,630.00		
Percent Complete		0.00	Total Earned	0.00
			Previous Fee Billing	0.00
			Current Fee Billing	0.00
		Total Fee		0.00
		Total this Task		0.00
		Total this Invoice		<u>\$12,928.10</u>
Outstanding Invoices				
	Number	Date	Balance	
	0212804	10/11/2021	31,105.25	
			31,105.25	
Billings to Date				
		Current	Prior	Total
Fee		12,928.10	43,132.00	56,060.10
Totals		12,928.10	43,132.00	56,060.10

CCB: 214481

**Turney Excavating, Inc.**

PO Box 21597

Keizer, OR 97307

Contact: Mitchell Turney

Phone: 503-307-7522

Fax: 503-586-1207

Quote To: St. Helens

Job Name: Marshall gate

Phone:

Date of Plans:

Fax:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Install gate	1.00	LS	9,000.00	9,000.00
GRAND TOTAL					\$9,000.00

NOTES:

Clarifications:

Gate can't get built until mid January. I wasn't sure if we would need traffic control.

Price Excludes:

- Bond
- Permits
- traffic control


Overhead/Underground Utility protection and/or relocation by others

Includes standard insurance per 2021 ODOT Specification 00170.70

Quote is all or none without prior consent

Quote is good for 15 days

Turney Excavating Inc.

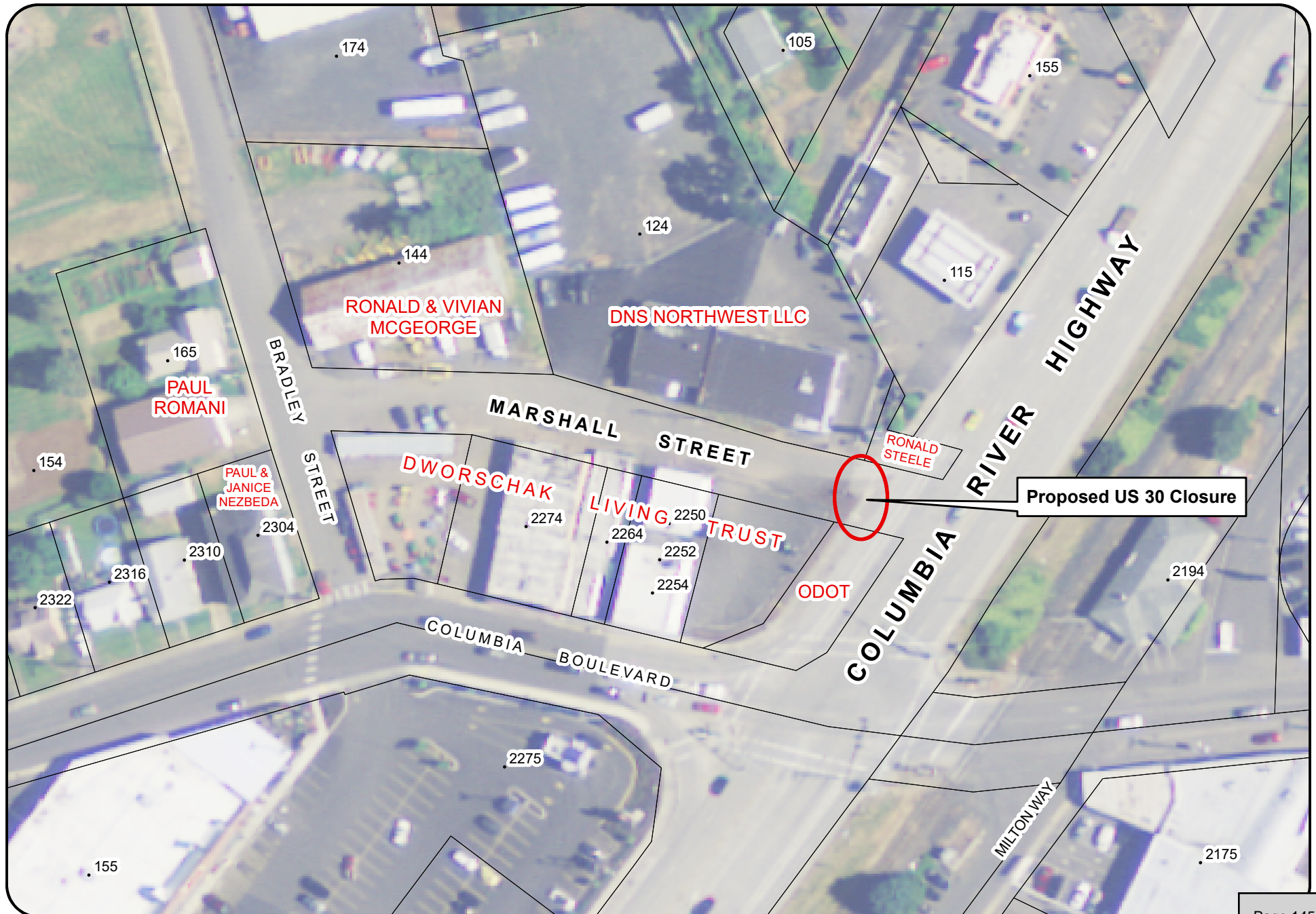

 Mitchell Turney, President

Date: 11/23/21

Bid Acceptance:


 City of St. Helens Representative

Date: 11-23-21



Marshall Street Looking South





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

Presented for approval on this 1st day of December, 2021 are the following Council minutes:

2021

- Work Session, Special Session, and Regular Session Minutes dated November 17, 2021

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 WORK SESSION

Wednesday, November 17, 2021

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Matt Brown, Deputy City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Crystal King, Communications Officer

Cameron Burkhart, Communications Support Spec.
 Matthew Kahl, City Attorney
 Bill Monahan, City Attorney
 Tina Curry, Event Coordinator
 Dustin King, Police Corporal

OTHERS

Stephanie Patterson	Claire Catt	Rick Goebel
Scott Keith	Richard Mason	Nicole Battista
Jaime Smith	Angela Wayman	Lisa Corda
Gordon Corda	Joanna Story	Colleen Ohler
Brad Rakes	Carmel Carrasco	Marsha Lee

CALL WORK SESSION TO ORDER – 1 p.m.

Mayor Scholl read the Council Mantra.

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

Mayor Scholl announced that written visitor comments will not be read into the record after January 1, 2022. People can submit written testimony for the Council to review or attend the meeting in person, via Zoom, or by phone to provide oral testimony. Councilors can speak on behalf of citizens during their Council report.

- ◆ Colleen Ohler, Queen of Halloweentown. She reviewed the vendor presentation and pointed out her concerns:
 - Five of the participants were not Spirit of Halloweentown vendors. It's unfair for them to be included.
 - The organizer of the presentation was not a vendor this year.
 - She spoke with vendors every day. Any concerns brought up were taken to Tina and Stephanie.
 - There were people in costume every day, which included herself, her grandkids, her daughters, her sons-in-law, the pirates, etc. The presentation recommends not including the pirates because they are not part of Halloweentown. That was a free event and very successful.
 - She does not agree with advertising this as a free event.

- The presentation wants to only involve local people, but also recommends getting someone from Salem to make Benny animatronic and use him for Spirit of Halloweentown. They cannot use anything Disney-related in their advertising. They learned that when her husband created the pumpkin. They communicated with Disney and they were very specific about it looking different than Disney's. Her husband works for Michael Curry and has built many puppets for all over Disney, Universal Studios, etc. The park the presentation suggested is all concrete.
 - The presentation suggested more local involvement. People are welcome to get involved.
 - The presentation suggested offering discounted tickets for locals. They did that this year and only two were sold.
 - Parking is included in admission.
 - There were two vendors on the Plaza this year because they were also monitoring the information booth. There was also a recording that played on repeat giving information about Spirit of Halloweentown. She also carried a microphone around with her making announcements throughout the day.
 - Disagreed with people being willing to pay for music on the last night. People don't even want to pay for 13 Nights on the River.
 - Cannot hire people to wear costumes from the movie.
- ◆ Brad Rakes, owner of Plymouth Pub. He is speaking for a few businesses.
- They are inviting thousands of people here every weekend but there are not enough amenities.
 - Too few trash cans. Their trash overflowed with stuff that wasn't theirs and they had to pay for it.
 - They need to spread out bathrooms.
 - People were walking around and into his business with open containers. They should not be able to walk around with it. It's not fair for them to have to monitor it.
 - Businesses on Columbia Blvd. want to be more involved.
 - He paid \$495 to be included on the Spirit of Halloweentown map. The map did not include his business until the week before it was over. Customers left maps from 2019.
 - There was not good communication. He received hostile responses when he asked questions.
- ◆ Marsha Lee, owner of the Roof restaurant.
- This year was the worst for her restaurant. Business was good, but the restrooms were trashed every weekend. She had to hire someone to sit down there and monitor people coming in. Visitors were told that the restaurants had public restrooms. Her restrooms specifically say they are for CCB and Roof restaurant customers only. It's not fair to her.
 - She also received a bill for \$495 to be included on the map. There was nothing in there that said what her business was.
 - People were sneaking in open containers, which is a violation of OLCC regulations.
 - There was no communication with merchants about what was happening.
 - They received a lot of complaints about the parking fee. People were told at the information desk that if they spent \$25 at a merchant, they would refund their parking. She did not know anything about that.
 - Columbia Blvd. used to be included in activities. It's not fair to those merchants.
 - The redirection of traffic and blocking the street off makes no sense.
 - She encouraged them to make changes for next year.
 - It was a terrible year.

- ◆ Carmel Carrasco, owner of Rose Street Boutique on Columbia Blvd. and also does real estate in St. Helens. Spirit of Halloweentown is amazing and is great at bringing money to a small town. She has spoken with a lot of business owners on Columbia Blvd. None of them were included in Spirit of Halloweentown this year. A lot of money was made the first year. There was no communication with the small business owners this year. She recommends biannual or quarterly meetings. They did not get asked if they wanted to be included on the map. Where does the money go? It's discouraging. A couple people have said they are scared to come here because they have been threatened and it could hurt their business. That needs to be addressed. This could be a beautiful event. Friends from Portland came and were not enchanted. It was unorganized and overwhelming. She even had shoppers come into her shop with open containers and said it was allowed downtown.

Mayor Scholl asked Carmel to have people who received threats to contact him. He will keep their identity confidential and share the information with Council. It is not acceptable.

- ◆ Stephanie Patterson, Vendor Coordinator and City Council liaison for Spirit of Halloweentown. Things go wrong all the time. As the festival grows, they get more bathrooms and garbage cans. They had about 60,000 people come through. Not all of them were upset or frustrated and angry. There were a lot of happy children coming through. Erin Salisbury from Main Street came down on a Saturday to get an idea of what it was like. She observed how happy people were. They're willing to redesign and listen to vendors. Most of them have already signed up for next year. She requested permission to respond after the vendor presentation.

Mayor Scholl agreed to allow that.

City Recorder Payne read letters into the record from those requested. Additional letters are included in the archive packet for this meeting.

- ◆ Tammy Maygra. *"Good evening, Members of the council, and to the public. I am deeply disturbed that I must again address the City of St. Helens representatives /city councilors. It seems that the City and some council members have nothing better to do, than to try and degrade and destroy a tourism program that has done nothing but flourish under Tina and her company. Her vision and guidance have brought the City's failed, and I repeat botched tourism, from a gigantic failure to a huge success.*

She has put St. Helens on the map with Halloweentown, with over 60 thousand people attending the event this year. That is the goal of tourism to advertise the city, which she has done. Not only with Halloweentown but with other various events throughout the year. I like the Sandcastle event myself.

Of course, some events are being done for the first time and will only improve thereafter. These events are bringing revenue to the city's downtown businesses. Many of you are too young to remember how downtown use to be. There were flourishing businesses in every store, no available parking could be found. Then downtown started to slowly die and did perish for decades. Until the City had the good sense to discover that tourism would certainly help downtown, and with the waterfront, possibilities were endless. But never getting going, it withered and died. Just like old town had done, but they did understand that they didn't have the skillset to run tourism. So, they contracted a professional tourism/event company. And things started to turn around. Money was being made, and people came, thousands of people. A success!

I could go on with the numbers of followers on Facebook, 776,101 up + 38% and Instagram 22,836 up + 14.7%. Anyone with basic math skills and basic reading ability can decipher that the symbol which we all learned in first grade, the plus sign means more.

So how can thousands of people who attended these events spend time and lots of money be wrong? How can some City Councilors be so dead set on continuously being detrimental or ending the contract with a successful tourism event planner? A person who has done nothing but bring money and recognition, to a lifeless old town St. Helens. The City wants the waterfront to be a reality, the City wants people to come, spend money yet here we are again writing letters, speaking at government meetings, hearing the same ole manure from the same ole people. We are trying to defend a program which is actually functioning appropriately, bringing money into the coffers and local non-profits. I really don't see the need of this. Maybe someone from the complaint department or individuals with personal feelings on this issue could actually come forth and explain precisely why in the heck are others and myself here again? Explain to the public, tell us just what have you have for evidence confirming enough negative charges to change tourism contractors?

What pettiness, that issue can never be put to rest, every time there is a concern it seems to get addressed quickly by the event director. Why do these non-issues always come back every few months? Is it the local witch hunt? By the way, is not associated with the prosperous Halloweentown.

Is it because you have had a discussion with Tina, and she was too direct when responding and it hurt your sensibilities? Grow up. Stop being a snowflake. You didn't like the answer she gave? Well, let me say this, I for one am a direct person. I like the truth; I respect a person who will tell me the truth instead of being mealy mouthed like I have witnessed from some individuals on City Council. You should not want the truth fluffed up. You should want and respect a person who is direct, then there are no miscommunications.

If you ask a person a question, expect an answer whether you like the answer or not. But we are not here to discuss snowflakes. We are here yet again, and again, and again, to defend an event planner who has had great success in doing the job which she was hired to do. Tina performs her duties as the professional she is, and the results are that of a professional. She is not given any special consideration, nor would she ask for, want, or expect any. So, change event planners when you have one that is successful, that makes a lot of sense.

I am not going to say that there has not been a bump or two in the road of tourism, but like all projects, bumps do occur. Then they get ironed out with common sense and the project moves forward.

Tourism in the City of St. Helens is like a fine bourbon, it gets better with age, or a painting by one of history's great masters. Like them, Tina started out with a blank canvas. As the artist began to mix the colors of the pallet and paint the masterpiece, it started out with a few brush strokes of paint. Slowly it starts to look like what they envisioned. Then as time goes by, the masterpiece started to form, the painting became a reality. It had shape, profile, and character. It was recognized, it was valued by many to admire. People came from far off destinations to see this work of art.

That too is the journey of St. Helens tourism. It too started out as a blank canvas, the mixture of different events made up the pallet, the events grew, the events got bigger, more and more people came to see the work of art in progress. Where the results have become well known across the country and internationally. Tina is doing her job and doing it extremely well. Let me be perfectly clear, tourism is and always will be an evolving endeavor, it will always have bumps. You don't throw away or needlessly attack a successful program or its director for unfounded charges, or petty complaints. You correct or address any concerns with professionalism and keep moving forward.

The City needs to reevaluate whether they want a successful tourism event planner, or do they want to go back in time to previous tourism events. Oh, wait a minute, you didn't have any successful events until Tina was hired.

These events are available for everyone. If you choose to participate great if you don't want to participate that's ok too. But let's not ruin the opportunity for the city and other people to enjoy the events and old town by changing what seems to be working great. The City has a bright prospect for the future of downtown and the waterfront, if they would just let it happen."

- ◆ Brady Preheim. *"Well, here we go again, another Ground Hog Day in St. Helens. Same topic, over and over. I would like to know why there is such a concern about the ONLY department in the city that costs the local taxpayers NOTHING, brings in millions in economic activity, and brings thousands of people to our community, and all the city has to do is NOTHING? Why don't you spend some time focusing on the Parks and Recreation department that is so miss managed that the director was removed then reinstated. Or about the police who refuse to enforce city ordinances and make the homeless boaters move? Or the fact you want to build a new police station with no input from the voters who will pay for it?"*

I will never understand why tourism is such a controversial subject here when we have a successful experience for our community. Finally, after years we have had something good happen and continue to grow rather than wither up and go away for one reason or another. We only have to look to the south at the Centennial Celebration in Scappoose with spending more than \$90 thousand dollars and ending up \$20 thousand in the red. Community input is great; but the community are not an experienced event planner for large scale celebrations. An inexperienced out of town event company that was hired to do the operations. Until E2C, these were the kinds of events that happened in St. Helens. I should know as I was the Chair of the Chamber when we were responsible for tourism in the city. We failed at it miserably.

I want to know what it is that the Council could possibly point to that would justify making a change that could possibly disrupt the forward momentum we have experienced. Having a local vendor that did not even participate in Halloweentown will not work well. That is literally like putting the inmates in charge of asylum. This came from a person that knows so little about events that they bought a trailer that would take two spaces. Then unhappily complained to the City Council about the vendor fees. So, the council gave them \$500 to help pay for the space, that they did not even use. Did they return that \$500 for a space they did not use? Now this person is the tourism expert?

Councilor Chilton claimed she had a list of "changes and improvements" to try and justify a clear predisposed agenda of replacing the current tourism director/ contractor prior to being elected. But when I did a public records for this list, I found she did not have a list and lied in public about having one.

Before City Councilor Jessica Chilton was even elected, she repeatedly attacked tourism and Tina Curry in particular on social media. Councilor Chilton was corrected a number of times on miss statements and derogatory comments on Facebook. Since elected, Chilton has asked for a change for changes sake. These efforts have been recalled twice upon multiple testimonials from businesses and supporters of Tourism, Tina Curry and E2C Corp in particular. In contrast, not one person has ever appeared before City Council in support of Chilton motions.

The challenge for the City Council is do you keep entertaining proposals from a councilor who has a grudge to pick, or do you support a company that has built programs that are envied throughout the country. The choice is clear a change for changes sake will tear down what has been built, cause disruption and turmoil to a tourism apparatus that is fine honed and brings respect and

renown to the City of St. Helens. We were number three on Martha Stewart's best places to go for Halloween.

The list of grievances has gone from one lie to another with no ability to verbalize what the change would result in or even what the change would be. If you want to use some excuse of an elevator not placed in a building the City doesn't own or a rude staff that supposedly was under their direction as a reason to sever a relationship, then you should likely fire everyone that is City staff. No one is perfect; but people are generally judged by the final results and in this case, it is clearly a winning one as the job is executed above and beyond expectations as many have stated at prior ground hog day meetings.

In reading Nicole's ill-conceived slide show, it is clear that we are to give time to a group that has almost no event experience. A glaring error is the comparison of a brick-and-mortar location where a food cart resides vs an event booth. First let's cover that a food cart is not for a few days and a food cart has a physical location with built in power as well. Add in the cost of rent, the cost of the cart itself, safety equipment, competitors right next door, staffing, insurance and advertising and promotion. How are you keeping your customer coming back? Compare to a festival. Your risk is minimal, the audience is delivered to you by the thousands a day. You show up and make a ton of money in two days vs weeks and you do not even have to haul garbage or worry about hidden costs. Good festivals create revenues many times over of a food pod simply because of volume created in two days vs weeks or even months. In talking with a couple of food vendors at Halloweentown I learned they make in seven weekends enough to live for the year. Many sold out of their products on the first day and were unable to return Sunday because they had nothing left to sell.

Isn't it time to acknowledge what we are doing is really working? What would that look like if instead of wasting valuable time correcting lies and false agendas? How much better would we really be right now? How much have we already lost in time and energy that could propel us even more forward?

Halloweentown continues to amaze me by growing in leaps and bounds each year. Even in the middle of covid, it was a successful event with no outbreaks due to the protocols that the tourism director created. The sheer number of people that come here from all over the WORLD is astounding. Vendors are happy, merchants are happy, the tourists are happy. WHY IS THE CITY NOT HAPPY???

Finally, I would like to comment on Steve's censure. He did not respect the censure, and in fact used his censured status to try and blackmail the City Council into remove the censure. The censure should not be lifted but extended for another 12 months at least. And, you need to add new measures to make it effective."

- ◆ *Jane Garcia and Jennifer Pugsley, Keller Williams Realty Professionals. "We respectfully request this letter be read for the record for the City Council's work session and the City Council meeting on November 17, 2021.*

As the city has now wrapped up another year of Halloweentown, we'd like to share our personal experience. We're the principal brokers of The Jane Garcia Team, Keller Williams Realty Professionals, and the owners of 50 Plaza Square. As such, we have a very direct viewpoint for the festivities. We're also very proud to be City Sponsors for the last three years. We truly believe in this city and are very excited to be involved here and excited about the future here.

As the last couple of years have been a challenge in so many ways, Halloweentown has been such a bright spot for so many. People from all over the country have stopped by our office to

take a picture with our decorations, pick up a map or just to share how excited they were to be there. The energy and excitement was contagious and for us a privilege to be a part of the event.

One thing that was very noticeable this year was the number of visitors during the weekdays. It wasn't just the events of the weekend that drew the crowds. The plaza was filled with visitors each and every day, in our opinion, a direct result of E2C's successful public relations and marketing efforts.

For us, a business on the plaza, directly affected by the events, we want to thank Tina from E2C Productions for making sure our agents had parking passes and in no way our business compromised during the weeks of Halloweentown.

Tina's time, energy and attention have been and continue to be greatly appreciated by us and our agents."

- ◆ Matt McHugh, Cascadia Home Loans. *"For more than five years, I have been involved with the City of St. Helens as a City-Wide Sponsor and business owner. Having formerly been a Media Planner in Portland, I have a strong background in marketing and recognize quality work when I see it. Tina Curry's work as an event coordinator exemplifies how to manage big events. Here's what separates her from other event administrators that I have worked with:*

- 1. Has a clear vision and the ability to convey it to everyone involved*
- 2. Stays on task and always does what she says she's going to do*
- 3. Great with details*
- 4. Meets with major sponsors regularly and is open to suggestions*
- 5. Makes sponsors and volunteers feel valued*
- 6. Completely invested in all that she does*
- 7. Anticipates problems and plans accordingly*

I think it's important to note that the type of success that St. Helens has experienced with tourism does not happen everywhere. In most small cities, it's hit and miss. There's often no identity that compels non-locals to visit. Much of that success is due to Tina's leadership and relentless effort."

- ◆ Courtney Allison, owner of Woodland Cottage. *"The purpose of my letter is to share my experiences as a business owner in St. Helens over the past seven Halloweentown events, and beyond. I write this in support of Tina and E2C Productions.*

I opened at 245 South First Street in August of 2015, after starting my business at 2C's in May. Upon opening, I had no idea that a month later we would experience the wild ride that is Halloweentown. We'd come down during Octobers prior while it was a teeny thing, because my kid loved it. I had no idea when we opened how pivotal the event would become for our small City. On opening weekend, the first attendees I met were a couple of newlyweds from Chicago. They told me that they'd planned their honeymoon here. Assuming "here" was Portland, I asked if they knew about Halloweentown, and they laughed at me and said that was their very reason for visiting us. Halloweentown. I would go on to meet people from all over the globe that month. London to Australia, Montana to NYC. It was mind blowing. I went into the event month without expectation and thought we would actually lose money as our regulars informed us that they tended to stay away from downtown during October. "I'll see you in November", many said. Our closing numbers for that month pale in comparison to 2021, but it was an exciting time, nonetheless. Here in 2021 with years of like experiences under our Halloweentown belts, I would like to express my concern for the constant attacks on tourism. While they have been going on for as long as I can remember, this year really takes the cake. I hope that everyone reading this takes note of our experiences, because as a business they matter. If I were not a business owner,

as a community member I would be absolutely interested in hearing positive experiences with the firm contracted to handle our City's tourism. Especially since it seems that all we hear lately is negative.

While we opened in 2015, I did not meet Tina until September of 2018. This was in part due to the constant infighting between the other agencies that were meant to "promote" businesses in our community. My experience with those is null, as we were never involved in the cliques promoted. I regret not taking it upon myself to meet with Tina, because I would have had that much more time working alongside someone that cares about our business community and its extended growth. While Tina may not be from here or reside here, her heart is here. I know from working with Tina at several Halloweentown events and by being present downtown regularly how much of her time she dedicates to our downtown core. Some may say that it's her job and I agree, to an extent. Knowing how much time Tina puts in, the City would go broke paying her hourly.

In addition to doing her job and doing it well, Tina is a secret Good Samaritan of sorts. She supports our local businesses not only by patronizing them, but she also comes up with ways to help when people are struggling, Ask me how I know? During 2019 we were experiencing an extreme business drought and I ran into Tina when I was closing up shop for the night. I off handedly told her that I was thinking of closing, and she immediately gave me more ideas in two minutes than I came up with during months of struggling. Sometimes you need an extra set of eyes and her ideas and innovation have benefited many small business owners downtown. This is not required of her. But she is that much of an asset to our business community. She doesn't receive the accolades and does not expect them. She truly wants to see our community thrive.

During one of the sessions a few months ago, Councilor Birkle mentioned that he had gone around asking businesses to share their numbers and experiences on Halloweentown. My business was never asked. I wonder if that is because we would answer in a positive light, or if we are just looked as insignificant or unimportant by our City Council? With the constant attacks on Tourism, it often feels like small brick and mortar businesses don't matter to our City Councilors. Otherwise, you would set aside personal notions and keep the good things that are happening, going. Though, I must give props to Councilor Chilton for checking in on us the first weekend of Halloweentown this year. Thank you. Going forward, I ask if this is something that all of you can take turns doing during these events? It definitely seems like it would be in the best interests of everyone and would also provide a more fair and balanced opinion. I realize it is your time, but also know that you can't get the entire story without being there. Regardless, I am always willing to share my experiences as a small retailer with any of you. Right now, I happily share that from 2015 to this past Halloweentown season we experienced a 2608% sales increase. Is that a long-time span? Yes. The growth every year has been exponential. Yes, that is due to the hard work of myself and my employees. HOWEVER, those sales would not happen without Halloweentown, or E2C at the helm. We shift our business model every year for this event, rather than looking at it as an inconvenience. Is it our preferred aesthetic? No. But we are grateful to have the opportunity to experience this every year for many reasons and know that no one could run this event better than E2C.

I know I am speaking for my team at the Cottage but the feedback we received from the thousands of customers that we served this year were all positive. We usually hear a few complaints, but nothing of significance this year. Everyone was happy and telling us all about how much they were enjoying being here. I worked with Tina during one of the talent events and people were absolutely excited about their opportunities.

During the height of the pandemic last year, I resigned to the fact that Halloweentown would most likely flop for us business wise. Prior to the event, I met with Tina to discuss how it would be safely run and was impressed by the plan. At that point, all I really cared about was people being safe. Our numbers didn't matter, and hopefully the next event would make up for it. We closed last year's event at 80% more than the year before, where we had major talent was available to attendees. The first year that tickets would be required. To say 2020's event exceeded my wildest dreams would be an understatement. People paid to come to Halloweentown, and our numbers were exponentially better because of it. An 80% increase was definitely not in THAT forecast. We also saw an 80% increase this past August due to the Sandcastle Competition. Totally unexpected and totally welcome.

As a business owner that resides in St. Helens, but out of the voting area, (aka County with a St. Helens Zip) my way of contributing to my community is through this business. I am able to provide work and pay out bonuses during these windfall months. Because of these events I am able to give back in ways that I couldn't without them. If we keep picking someone apart for doing their job or attacking them based off of comments sections or special interests, you can be certain that businesses like mine and others will face certain death. We need a thriving tourism economy downtown. When we first opened, I was repeatedly told that I should relocate to the highway, by SO MANY people. They would say "I never come down here" or "Nothing ever lasts here, GOOD LUCK." And they could have been right. We are in our seventh year of business and there are businesses thriving in spaces where life had been gone for a long time when we opened. First Street is beautiful, when its full. We are ALL part of the puzzle and while we love our locals and our regulars more than anything, it is too much of a burden to place on all of them to keep us open during months that are historically terrible for everyone. Like, August. Or October. Halloweentown brings people here for a month and a half if you're looking logistically. Yet we have had regulars for years that reside out of the County that found us on a chance visit to our City's biggest event of every year.

I have written many letters over the past several months to present to Council and have not had the need because decisions were rescinded. There will always be people that are disappointed in how things worked out for them but often it's a matter of perspective. Not to discount anyone's experiences, but how will events evolve into being better without things to learn from? I have had things happen in past events and openly discussed them with Tina. They have always been solved amiably. So much can be done with open communication.

I feel it is in the best interests of everyone to take a clean slate look at what E2C provides to our community. As a business owner that has worked in events in some fashion or another for most of her adult life, I know that Tina is the best person to run this. The growth of the event every year speaks for itself. Let's build on mistakes and make it better. Tina is part of our proverbial "Village" no matter where she resides. She spends most of her time in our community, helping to make it successful. We should all ask ourselves what we are contributing to the success of our community."

- ◆ Jaime Smith. She worked every weekend in the information booth. They did not direct people to restaurants for public restrooms. They did point them there for sit-down meals. They also directed people where to shop and get local souvenirs. They can learn from comments provided. The group that shows up to help at local events are the same people. The people who complain are the ones who are not stepping up to help. She has seen multiple comments on Facebook and when they're asked to come help, they refuse. The Council needs to look at how to bring volunteers in. The community needs to come together to grow and thrive in a positive direction. She hopes this is the last time they have to defend Spirit of Halloweentown. Future conversations

should be about how to grow, bring volunteers, and involve Council in participating to see and hear for themselves what is happening. 98% of what they hear is positive. She challenged everyone to come volunteer. The negative comments are going to cause everyone who helps to walk away.

Mayor Scholl reiterated that events are happening in St. Helens. He hears businesses with concerns about trash, bathrooms, open containers, including the Houlton District, and updating the Spirit of Halloweentown maps. Any business feeling threatened should contact him confidentially.

DISCUSSION TOPICS

1. Communications Semi-Annual Report - *Crystal*

Communications Officer King and Communications Support Specialist Burkhart reviewed the PowerPoint presentation. A copy is included in the archive packet for this meeting. They reviewed the following:

- major projects
- social media
- eNewsletter rebranded to "The St. Helens Strand"
- Facebook business suite change

Mayor Scholl reported that City business communicated on personal pages is public record and needs to be archived. It can potentially open your social media page to public record. King agreed and encouraged the Council to keep their personal pages separate from government work.

Councilor Topaz asked if she leads FEMA. King responded that she's the head PIO, which plays into FEMA and emergency response communications.

City Administrator Walsh thanked the Council for their support of communications. Many communities don't have this.

Break – 2:55 p.m.

2. Tourism Program Debrief - *John*

Walsh reviewed a memo. A copy is included in the archive packet for this meeting. Tourism is about attracting visitors. Tourism revenue is generated from a hotel tax. With only two hotels, they have to be strategic about what they invest in. The Council chose to move from having a Tourism Committee to designating the City Administrator to work with the third-party contractor for producing events. It has grown every year since the first year Marnie attended. They want to see nonprofits and local businesses make money during the events.

Event Coordinator Tina Curry reviewed Spirit of Halloweentown:

- Covid was a challenge
- People return annually
- Suggestions are listened to
- Stayed in the black by raising money
- Have 60 active participants
- The first Halloween, they had two people and no budget. The City should celebrate the continued growth.
- To increase traffic throughout the City and on Sand Island, finds them needing a tram and boat.
- Renting the Masonic building as a location for some of the main events
- Need creative ways to engage the audience at Halloween and throughout the year
- Running 40 days of large event activities
- The budget for Halloween events is \$400,000 - 500,000. The demand is more.
- Nonprofits and businesses raise thousands of dollars
- Sponsors are very supportive

- It's been a good year considering the pandemic
- Thanked City staff for their assistance
- Funded a cleanup on the end of S. 1st Street to make that area more welcoming
- Encourages the community to have pride on their streets
- Will have banners at the entrance to the Waterfront property talking about the development
- Thanked citizens for participating in picking up garbage. Having a clean city is important. They had 39, 50-gallon garbage cans and 24 restrooms. They need to be better about communicating public restroom area locations. They never had more than eight people in line at the port-a-potties. No one contacted her about the restrooms being a concern. If she knew, she could have helped with it.

Councilor Chilton asked Tina how she communicates with business owners. Tina said they can send an email. Stephanie is the Community Liaison, so she communicates all the time. She is around and often stops to talk. Councilor Chilton expressed that it's not very organized. Tina responded that they have tried holding organized meetings and no one showed up. People can call and text her any time. There is a lot of communication. If people don't communicate the problem, she can't help. Councilor Chilton asked if she provides receipts. Tina said yes, she provides invoices.

Councilor Birkle talked about Stephanie mentioning a clean slate. They have a new beginning with the Mainstreet Alliance. There is also the Chamber of Commerce, Economic Team, and Keep it Local. What is her plan to coordinate and communicate with them? Tina responded that this year was different than any other. The parade was cancelled, St. Frederic's Harvest Festival did not happen, and the Kiwanis Children's Fair did not happen. There was not the typical community involvement due to Covid. In the past, the Chamber participated in a program drawing people there. They chose not to participate this year. She gets the people here and businesses need to get them into their doors. If you have an event, she will add it to the schedule and promote it. One issue is that a lot of the Houlton District businesses don't want to be open on Sunday. They can communicate the event is only on Saturday. She asked restaurants if they did well, and they said yes. Warren Country Inn did very well on the weekends.

Councilor Topaz asked how she helped the 100-Year Celebration. Tina said that's not a tourism event. It was a community event organized by the Chamber.

Councilor Chilton asked about the beer trailer. Tina said they do not own or run the trailer. It is ran by a different group. Council approved open containers for any events. Councilor Chilton disagreed. Tina went on to say that there were six alcohol monitors controlling no alcohol beyond a certain point. She thought that Brad thanked them for doing that, now she's not sure. Mayor Scholl clarified that they approved a tailgating area and the Plaza for alcohol on 4th of July. That was a confined area. That is not the same as allowing it on First Street. Councilor Chilton did not think that approval applied to Spirit of Halloweentown. Tina agreed that it should not have left the Plaza on First Street.

Mayor Scholl talked about two different issues. There is an event with some hiccups and a Tourism Director that is perceived as being under attack. He wants a Spirit of Halloweentown debrief. They had a special meeting in April about tourism and it has been brought up a number of times. The City has no participation in the community events E2C plans. He wants everyone to understand what the \$100,000 from hotel tax pays for. Councilor Chilton pointed out that the City pays E2C and should have oversight. Mayor Scholl agreed but it is tourism dollars that cannot be spent on anything but tourism.

Councilor Birkle talked about the public attack made at the April meeting saying the Council was trying to get rid of Tina. The Council requested a revised contract at that meeting and they still do not have it. Where is the material from City staff who have been meeting about this? It's deplorable how one member of the community repeatedly attacks Councilor Chilton. It undermines her professionalism and undermines a whole class of people in the community who suffer with addiction and needs services. It's horrible that he is allowed to repeatedly bring that stuff up. They are in this situation because they

continue to be put off. In July, they were told that a committee is working on it and it's November and they have seen nothing. He apologized.

Councilor Chilton declared that she loves Spirit of Halloweentown and has nothing against Tina. They need to fix some problems as a team. Tina responded that it's a problem when she uses the word "team." She is an independent contractor. Council cannot tell her to change things. Mayor Scholl interrupted and said this is an internal issue that needs to be handled. He understands the frustrations. Staff has drug their feet, but he has seen a memo, which was a draft resolution sent by Walsh asking Council questions about what they see and what they hope for. Walsh oversees tourism. A brief history of tourism was discussed.

Councilor Birkle apologized for his bluntness.

Mayor Scholl understands the issues brought up. He will communicate the need for changes to Walsh to speak with the contractor. The City is not in charge of promoting the Chamber's 100-year celebration. No one has volunteered to coordinate 4th of July fireworks. It will not happen without volunteers. Tina and Council will be blamed if it doesn't happen.

Councilor Chilton asked if what he sent to Council was the staff committee report about tourism? Walsh said it was his opinions about how to evaluate tourism.

Walsh explained that the current contract is not very specific. He has been working on those things. The City owns the events. A third-party contractor is hired to operate the events. They have to be careful to not tell the contractor what they can and cannot do. He checked with other cities, and most don't do tourism. They give the money to other groups, and they handle the events.

Councilor Topaz said they do have a hotel tax. It's dedicated for only one thing. But it's still a tax. At one time, the Tourism Committee was fight night with different personalities. They used to have big mills that funded events. They need to come up with a system to get people here. He talked about the extra rules with fireworks since 9/11. They need to figure out what to do now. The contract is not well put together. Can money be transferred from tourism to cover the cost of City workers setting up events? They need to start cleaning up problems. Mayor Scholl mentioned that City workers will be helping set up for Christmas. Councilor Topaz said people just want to know what is going on.

Walsh explained that the City owns the events and props. He is working on a contract that clearly defines the City's role and contractors role. A lot of what was heard today can be included in it. Mayor Scholl said he knows Walsh has a lot on his plate, but this needs to be a priority. Walsh agreed.

Councilor Birkle apologized for being frank. He appreciates what Walsh is doing.

3. Spirit of Halloweentown Vendor Concerns - *Nicole Battista*

Nicole thanked the Council for giving them time to discuss their concerns. She's heard a lot of defensive comments. The intent of the discussion is not to cause ill-will. It's not an attack. They got together and made a proposal. Tina has personally supported her group. She has seen some backlash on BSA. She is not here on their behalf. They weren't able to be vendors this year. She reviewed a PowerPoint presentation. A copy is included in the archive packet for this meeting.

- Reviewed participants. Some did not want to be named in case of potential backlash.
- The objective was to understand the needs of the City, vendors, community, and visitors
- Suggests improvements to vendor contracts
- Suggests improvements to advertising
- Reviewed vendor concerns and proposals
- Reviewed suggestions based on community concerns
- Reviewed suggestions for improvements to events and attractions
- Submitted a grievance letter into the record. A copy is included in the archive packet.

Gordon Corda came up to speak as a vendor. They discussed the need for longer hours. It was over at 6 p.m. but should have later hours.

Councilor Birkle thanked Nicole. He was not aware of what it was like to be a vendor. Council will not be making a decision on this, but he appreciates the information. He was disappointed that another person making comments suggested the presentation was ill-conceived and attacked her for it. That is part of the dialog and educational process. Council President Morten agreed with Councilor Birkle. He appreciates her comments. He encouraged Nicole to work with Walsh and Tina. Council does not make the decisions about the event. It's the job of staff and participants to meet and discuss how to work together.

Councilor Topaz said the Council accepts the contract and the rest is done by the contractor.

Mayor Scholl appreciates the detailed and thoughtful presentation.

Councilor Chilton appreciates them coming here and speaking. It's the Council's job to make sure they feel heard.

Walsh commented that the Council has a lot of say in this with the approval of contracts. They are policy makers.

Stephanie Patterson followed up on the presentation. She appreciates hearing the concerns so they can respond.

- Event vendor space has a much higher cost than a food truck permanent space. Their costs are very competitive with other events.
- There was a concern about moving vendors. They try to work with everyone if there is a concern about their location.
 - They moved everyone when the rain started. They were losing product.
 - They moved someone else when there was a concern about smoke.
 - They moved one vendor because of PTSD and being located next to the pirate's cannons.
- Vendors started setting up Friday because there wasn't much time in the morning to do so.
- The vendor spaces will be better marked next year.
- They did have meetings pre-covid.
- There was a comment about the haunted house. They get a lot of compliments from people saying their children weren't terrified and there are a lot of exit doors. Pre-covid they had an adult haunted house and children's haunted house.
- There was a concern about hours. Per the contract, the power remains on until 8:30 p.m. They'll keep it on later if a vendor still has a crowd. No one gets their power cut.
- They don't do pumpkin lightings every weekend because they found out sales and revenue was better when they reserved it for the big opening and a celebrity appearance.
- She was there every day and was always available by cell phone. She only left once during the storm to change. She communicates regularly with vendors.
- Parking was included in the cost. Visitors were told online and in various booths that if they spent \$15 from a vendor and then show the receipt it would validate their parking.
- They had 15-20 witches in costumes each weekend. They interacted with visitors.

Councilor Birkle appreciates the amount of communication had. No matter how much you communicate, more always seems needed.

Councilor Chilton asked about a pre-vendor meeting. Stephanie said it would be good done on Zoom since vendors aren't all from the area. Communication is important.

4. Discussion regarding Councilor Topaz Censure Resolution

Mayor Scholl opened discussion. A copy of the censure is included in the archive packet for this meeting.

Mayor Scholl talked about recent incidents where Councilor Topaz did not comply with the censure. He spoke of the developer incident at a recent meeting. Councilor Topaz came in the following Friday and attacked Mayor Scholl, saying he wouldn't let him speak. That was not the case. Luckily, there was no office staff in the front. It could have been very traumatizing to them. There was also the incident telling Deputy City Recorder Scholl to put something on the agenda, or else. He is allowed to talk to Walsh and Payne, but that's no way to talk to them either. He also presented his City Councilor card to an officer.

Councilor Chilton said there are ethically questionable things other members in the room have done. Handing a card to an officer does not seem like enough grounds to continue a censorship. Council President Morten asked for clarification of other members being unethical. Councilor Chilton said members say traumatic things to people, talking about trauma informed. They stare each other down and do horrible things to one another. Council President Morten pointed out that they haven't acted on anything else, so he's not aware of what she's talking about. Councilor Chilton stated that the Mayor called her out about Facebook and stared her down. That was traumatic. He constantly calls her out. Mayor Scholl argued that is not what happened. He brought up a discussion that occurred during the Oregon Mayor's Association. Councilor Chilton told Mayor Scholl that he was gaslighting. Mayor Scholl was not aware of doing that. They can do an investigation if needed, but right now they are talking about an investigation of Councilor Topaz.

Councilor Birkle is not diminishing the encounter with L. Scholl, but have there been other instances? Mayor Scholl repeated what happened when Councilor Topaz came into the office. Councilor Topaz asked how many times Mayor Scholl has cut him off and said he'd throw him out because he was out of order. That seems unethical. He talked about the reasons for the censure. One of the things he did was report a legal executive session out of town. Staff, Council, and other people were in attendance. The mayor announced it was an executive meeting. When he reported it to the Ethics Commission, it said that Councilor Topaz self-reported. The City attorney was in attendance and did not express concerns. The attorney was paid \$31,000 for this great investigation and the Mayor asked why he didn't talk to the attorney. That's because the attorney protected the rest of the Council in front of the Ethics Commission. It was a conflict of interest. A presentation was made by Deputy City Administrator Brown and Councilor Topaz asked how much money was spent on the leaking water reservoir. At the next meeting, Brown returned with an eight-page letter explaining that Councilor Topaz should have come to him for that information, and it bothered him so much that it bothered his life and sleep. What Brown told him to do was illegal. He asked about public money in a public place, and he was instructed by Brown to do it in private. Mayor Scholl interrupted Councilor Topaz. He is calling for point of order because Councilor Topaz is getting off topic. There was an investigation. He is confusing events. An investigation was done and sustained with video evidence. It was multiple people who filed grievances. Please do not mention Brown and single him out. This is why they are here. They had another employee who felt uncomfortable doing his or her job.

City Attorney Bill Monahan understands that this was on the agenda to be consistent with direction given on May 19 when the resolution was passed creating the reprimand and censure. At the end of the resolution, they included three requirements. One of those three requirements is that the Council may review compliance with the restrictions, and based on evidence received, they could decide if the remedial actions were properly honored and they could consider reducing the restrictions. Have those requirements been honored? He recommends Council direct Walsh to gather information needed to make a decision of whether or not to reduce the censure, and then wait until January to make a decision.

Monahan clarified that he was not involved in the ethics issue Councilor Topaz referenced. He does not have knowledge of that situation. Councilor Topaz agreed he was not involved but there should be attorneys there who are capable of understanding Oregon law.

Councilor Topaz said he was informed by Walsh that there are only two people he could affect their employment, yet he was told there was a list of 17 people who were afraid he would affect their employment by character or conduct with them. He was never given the list. In his defense, it was obscure.

Councilor Chilton would like to follow legal counsel's advice.

Mayor Scholl directed Walsh to put this on the January 5 agenda as recommended. Each Councilor should speak with Walsh directly.

5. Strategic Action Plan Updates

No update.

6. City Administrator Report - *John Walsh*

Postponed until tonight.

ADJOURN – 4:59 p.m.

EXECUTIVE SESSION - CANCELLED

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL SPECIAL SESSION

Wednesday, November 17, 2021

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Matt Brown, Deputy City Administrator
 Kathy Payne, City Recorder
 Rachael Barry, Government Affairs Specialist

CALL SPECIAL SESSION TO ORDER – 5:30 p.m.

DISCUSSION TOPICS

1. Council Retreat Part 1:

- 2022 Goal Setting
- Celebrate Accomplishments
- SWOT Exercise

Rachael Barry, Government Affairs Specialist, was the facilitator for this meeting.

City Administrator Walsh reviewed the Council's Goal Areas and some of the projects and accomplishments that are listed on the City's website at

<https://www.sthelensoregon.gov/administration/page/strategic-work-plan>:

- Effective and Efficient Organization
- Community and Civic Engagement
- Livable and Safe Community
- Economic Development
- Long Term Planning

Council President Morten talked about federal funds available for infrastructure. He wants to make sure Master Plans are updated to include possible projects, such as an overpass over the railroad, so they can be ready to apply for funding. Walsh and Barry agreed that infrastructure, especially pertaining to rail, is a priority. Moving the switching yard and safer crossings are two examples of priorities.

The Council went through a SWOT exercise. At the end, they each selected their top two as numbered below.

Strengths

- Different modes of transportation
- Connection to water – 2
- Planning

- Safe city – 3
- Passion
- Access to nature – 1
- Dedicated staff – 2
- Visioning – 2
- Commission volunteers and friends groups

Weaknesses

- Hwy 30/Gable Road intersection – 2
- Industrial past – 1
- Fragments of town – 2
- Council communications (internal) – 5
- Serial meetings
- Surface transportation
- Lack of local jobs

Opportunities

- Master plans working together – 1
- General connectivity – 1
- Industrial past – 1
- Passion
- Relationship with railroad
- Regional meetings – 1
- Regionalism in general
- Culture Change – 2
- Job creation – 4
- Ferry
- Building in flexibility for staff and council to make decisions/take opportunity

Threats

- Natural disasters – 1
- Passion
- Overextended – 3
- Misinformation – 4
- Perception of Portland – 1
- Out commute (time availability) – 1

OTHER BUSINESS

None

ADJOURN – 6:42 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



COUNCIL REGULAR SESSION

Wednesday, November 17, 2021

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Doug Morten
 Councilor Patrick Birkle
 Councilor Stephen R. Topaz
 Councilor Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Matt Brown, Deputy City Administrator
 Kathy Payne, City Recorder
 Sharon Darroux, Engineering Project Manager I
 Crystal King, Communications Officer
 Tina Curry, Event Coordinator
 Chris Cannard, Events

OTHERS

Brady Preheim	Stephanie Patterson	Art Leskowich
Colleen Ohler	Tommy Sullivan	Christina Sullivan
Byron Ohler	Peter Oslen	Emily Flock
Scott Jacobson	Lindsey Pykonen	Kelsey Almont

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

PLEDGE OF ALLEGIANCE

Mayor Scholl led the pledge of allegiance.

Councilor Birkle read the Council mantra.

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

- ◆ Colleen Ohler. Responded to the vendor presentation.
 - Spirit of Halloweentown food vendor booth - \$1150, which is \$65/day
 - A booth at the fair is \$500 for seven days plus 25% of sales
 - The fair does not have the same attendance as Spirit of Halloweentown
 - Return vendors should not receive a discount. That helps pay for the event.
 - There are signs everywhere indicating where to park
 - When tickets are purchased, it tells people what they are paying for. The information booth and recording also tells people what the tickets include.
 - Special parking was created for the hair salon
 - The last time a vendor meeting was held, only four showed up, and she was one of them
- ◆ Byron Ohler. He made the pumpkin for the Plaza 12 years ago. He never expected it to get as large as it is now. In the early days, it was difficult with a very small budget. Disney approved

them doing a tribute to Halloweentown but said they could not do anything that reproduces the actual scenes or characters. They changed the pumpkin to make sure it was different. They cannot use Disney licensed merchandise in advertising. That year, with the lawyers involved, he and his wife paid for and ran Spirit of Halloweentown. It was a one-day event and only cost about \$170. It has grown and grown. They had record numbers this year. It is not fizzling out. Last year cannot be used for reference due to Covid and limiting visitors to 250 people per day. This year, they had 60,000-80,000 people come through. That has a positive impact on merchants. He challenged the Council to stop creating tension. Stop listening to the same 20 people who complain about everything. Instead of working with those people, ask Tina what you can do to help or tell her she's doing a good job.

- ◆ Christina Sullivan. She is disappointed to have to address the Council when there are other issues more important.
 - She wanted to address the letter from Calli Ross about herself and other workers that was read into the record at a previous meeting. An aggressive individual approached them and insisted they stop helping others and give her their attention immediately. They took time to explain to her the activities available, which she said she already participated in and enjoyed. However, she was upset about two that were inaccessible. They apologized to her about the lack of access and offered to help carry the chair up the stairs and load it onto the bus. She demanded a refund, and the event coordinator gave her a full refund at that time. There were other negative things said about the volunteers and the interactions she had with them. Christina was surprised that they weren't consulted about their perspective. It was assumed that someone who does not even live here was fully in the right. The Council took the complainants word as truth. There were many other positive experiences they had with visitors. Their workers are incredible. They take time away from their families to give back to their community.
 - As the manager of the main alcohol sponsor, she was disheartened to hear the comments earlier today. They partnered with the other alcohol sponsor to coordinate an approved OLCC license for an open container area. Their license was signed off by the City and they maintained their area as required by OLCC. They provided five alcohol monitors each week to work along with multiple signs to serve as a barricade. Their beer tenders informed customers where they could drink. There were other businesses downtown that were also selling alcohol. Some were selling it in an event fashion with no event license. They also had to turn away people trying to bring in outside alcohol. Their on-site OLCC manager even spoke with a restaurant about open containers being seen leaving their space and it was shrugged off as a non-issue. She was taken aback to hear Plymouth Pub present the situation, as they had spoken to them and brought in additional monitors to appease their concerns. One of her monitors was even thanked by Plymouth Pub management for the work being done to contain the event alcohol.
 - There was a presentation today about vendors for Spirit of Halloweentown. She has helped run a vendor booth for the last several years at various City events for dance team members, 4-H groups, and softball and youth football team members. What was presented to Council does not represent how she feels this season, or the past four seasons have gone. They, along with the majority of other vendors, were not asked to participate. She hopes future discussions can include all vendors.
 - She has been a leader for 13 Nights on the River and 4th of July. No event is perfect, and you will never please everyone. She has been screamed at, cursed at, bad mouthed, and even spit at. She has chosen to see the bigger picture and see the positive. Can the Council do the same?

- Speaking for herself and many other individuals who come to Spirit of Halloweentown, she is incredibly thankful for Chris, Tina, and E2C Productions. Their attention to detail, ability to breath life into the community, and desire to support and empower the business community is an asset and value to the city. They may even love our town more than most people who live here. She thanked them for continuing to show up even when it's hard, the countless hours they work, their positive attitudes and contagious smiles despite all the bullying and attacks, for loving the community, and making the community successful. They are appreciated.

◆ Brady Preheim.

- The mantra seems to be a to-do list of bad behaviors to accomplish at each meeting; including disrespecting the mayor, wasting time, revisiting the same items repeatedly after a decision was already made, opponent of uproar, and predictable service.
- He is disappointed about the policy change to not read letters into the record.
- Following up on the vendor presentation, the City is not an independent contractor. The employer has the legal right to control the details of how the services are performed. If the Council implements any of the ideas that were presented, they are making the tourism contractor an employee and would owe them hundreds of thousands of dollars in back pay, hourly wages, and PERS. The Council has no control over what was presented. They are abiding by the terms of the contract and the Council needs to leave them alone. He was offended by the presentation requesting a discount for nonprofits. Nonprofits typically have more money than most businesses. How many other nonprofits did the Council grant \$500 to that they didn't bother to use?
- He doesn't understand why the tourism director was asked about promoting the Chamber of Commerce event. The Chamber is not about tourism. Their focus is the local economy and businesses. It shows him they don't understand what tourism is.
- He will continue to bring up lies he hears in public record.
- Councilor Topaz was at least censured for lying in public record. Now it seems like they are willing to say they will forget about it. The comment he made to Deputy City Recorder Scholl should be considered. He also attempted to blackmail the Council by saying he had a really big developer that he would bring if his censure was removed. That's a reason to make the censure stronger and last longer.

ORDINANCES – First Reading

- 1. Ordinance No. 3272:** An Ordinance to Annex and Designate the Zone of Certain Property at 58241 South Division Road

Mayor Scholl read Ordinance No. 3272 by title for the first time. The final reading will be held at the next meeting.

- 2. Ordinance No. 3273:** An Ordinance to Annex and Designate the Zone of Certain Property at 35285 Millard Road

Mayor Scholl read Ordinance No. 3273 by title for the first time. The final reading will be held at the next meeting.

RESOLUTIONS

- 3. Resolution No. 1939:** A Resolution Adopting the St. Helens Stormwater Master Plan

Mayor Scholl read Resolution No. 1939 by title. Motion made by Council President Morten and seconded by Councilor Birkle to adopt Resolution No. 1939.

Discussion.

Councilor Topaz sees factual problems with the Stormwater Master Plan. Some of the pipes in the ground are not indicated in the Plan. Will that be corrected? Mayor Scholl responded that there are sections highlighted in red that will be addressed. Councilor Topaz asked if the things that are wrong in the Plan will be fixed? Councilor Birkle asked why that was not brought up two weeks ago during the presentation. Councilor Birkle responded that he brought it up. There are tile pipes around the old Dillard Lake that were not installed by the City. They are not currently part of the system but are still draining water. Councilor Birkle pointed out that this was a study of the current system and improvements. He doesn't know that those concerns are relevant. Councilor Topaz wants to know what they will do with them. Councilor Chilton believes those issues will be addressed as they work through the noted problem areas highlighted in red.

Council President Morten suggested moving ahead with the approval and give Councilor Topaz leeway to work with City Administrator Walsh to speak with the Public Works Director and the City's Engineer. In the meantime, these projects continue to get backed up. People complain about the City being slow, and he would like to move forward. Councilor Topaz wants to know if they can fix the mistakes in the Plan. Councilor Birkle explained that a master plan is a vision for the future. Each project will be dealt with accordingly when the time comes.

Engineering Project Manager Darroux asked Councilor Topaz what specific pipes he's referring to that are not shown on the Master Plan. Councilor Topaz responded that they run east and west from about the middle of 6th Street, including backyards, and end up just short of the apartments. They are perpendicular to the old sewer lines. They are eight-inch bell and tooth pipes. They took pictures of them when they were digging back there. Darroux agreed with Councilor Birkle's explanation of the Master Plan. It looks at the expansion of the system and improving certain problem areas, specifically with trunk lines. The smaller lines are usually addressed in-house and would not be found in the Master Plan. Walsh added that all of the plans are about addressing future capacity. It gives them a foundation for Capital Improvement Plans, priorities, and the ability to track funding for projects that are a high priority to the community. With infrastructure money available, they need to have these plans ready to go.

Vote: Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

4. Resolution No. 1940: A Resolution Adopting the St. Helens Wastewater Master Plan

Mayor Scholl read Resolution No. 1940 by title. Motion made by Council President Morten and seconded by Councilor Birkle to adopt Resolution No. 1940.

Discussion.

Councilor Topaz wants to verify that this Master Plan will be looked at the same way as the Stormwater Master Plan just discussed. Council concurred.

Vote: Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

5. Infrastructure Design Work Order #1 with Mackenzie for St. Helens Industrial Business Park
6. Contract Payments

Motion: Motion made by Councilor Birkle and seconded by Council President Morten to approve '5' and '6' above.

Discussion.

Councilor Topaz wants to stop the design work by Mackenzie for the St. Helens Industrial Business Park (SHIBP). He attended a meeting about the pathway on the Waterfront property last week. It was very well laid out. The plan presented was 35 feet along the water's edge. It had design problems that can be taken care of. The 30-foot roadways were narrowed down to six-foot paths. Councilor Birkle pointed

out that the agenda items are for the SHIBP. Councilor Topaz went on to say that the six-foot wide path completely changes the cost. They were not told that there would be a major design change. It changes fire hydrants and fire building. They were also told during the meeting that the Marine Board did not encourage motorless... He contacted the Marine Board and was told the opposite. The architects did not show that there is going to be a wall next to the walkway. What was presented to the Council and public was completely different. Are the plans for the SHIBP exactly what it says or are they completely different? He has spoken with the Port, and they would like to access the back of their property into the White Mill and come out Kaster Road. Mayor Scholl confirmed that is in there. There is a 50-foot easement.

Councilor Topaz went on to talk about the single entrance to access the proposed Public Safety Facility. That affects the insurance being in the floodplain. He is pushing this because they were not given correct information. The City is being sued by Boise for a number of problems with the marijuana facility. The City is also being sued by Boise for expenses. There has been a ruling that says the sales of the marijuana facility are null and void because of procedure. The appeals case in Salem should have been brought to the attention of the Council so Council could advise the attorneys to move forward. Without a definitive direction, the Council is violating the law. He received this information from the courts. He has received a lot of information that does not correlate with what he's been told at these meetings. Council President Morten addressed the concerns brought up. The Public Safety Facility will have a road and easement for ingress and egress. Councilor Birkle requested Councilor Topaz provide this information to staff and Council before they discuss it. Councilor Topaz argued that it's not an option. He has done that before. He has tried to put things on the agenda prior to being censured and they were removed. He has also tried to get information to the Council and was told by the attorney that it can't be done because of meeting laws. He is trying to point out that there are a couple problems in the report. Mayor Scholl pointed out that he continues to drop bombs and waste their time. He is lumping multiple projects together. They are trying to move the City forward.

Vote: Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Chilton; Nay: Councilor Topaz

CONSENT AGENDA FOR ACCEPTANCE

7. Amendment No. 2 to Mayer/Reed, Inc. Agreement to include Archaeological Survey
8. Library Board Minutes dated October 11, 2021
9. Planning Commission Minutes dated October 12, 2021

Motion: Motion made by Council President Morten and seconded by Councilor Topaz to approve '7' through '9' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Chilton

CONSENT AGENDA FOR APPROVAL

10. Council Work Session, Executive Session, Public Hearings, and Regular Session Minutes dated November 3, 2021
11. Animal Facility Licenses
12. Accounts Payable Bill Lists

Motion: Motion made by Councilor Chilton and seconded by Councilor Birkle to approve '10' through '12' above. **Vote:** Yea: Mayor Scholl, Council President Morten, Councilor Birkle, Councilor Topaz, Councilor Chilton

WORK SESSION ACTION ITEMS

None

CITY ADMINISTRATOR REPORT

- Good discussion about tourism today.
- Received a request from Toy N Joy for two \$100 utility bill credits. No objection from Council.

- Provided a letter of support to Columbia River Fire & Rescue to allow the use of an off-road vehicle on the Watershed property.
- There is an opportunity for Grey Cliffs Park to receive dredge materials from the river.
- The container homes on S. 7th Street are nearing completion. There is a lease amendment to make the lots legal to sell.
- Have a meeting scheduled to review the dock enforcement on December 14. He will make sure the docks are clear for Christmas Ships on December 11.
- The Library Director position is open until filled. He reviewed the proposed recruitment process. Council President Morten would like Walsh to be included in the discussion and vote for the new person.
- He will be attending the League of Oregon Cities (LOC) Board retreat Thursday and Friday.
- There are lots of projects going on.

MAYOR SCHOLL REPORTS

- Attended the Riverwalk Technical Advisory Committee (TAC) meeting. They participated in two on-site tours. There was an issue of gazebo placement, which they found a good solution. It was exciting to see the development potential.
- Happy Thanksgiving!

COUNCIL MEMBER REPORTS

Council President Morten reported:

- Exciting and long day today.
- He looks forward to staff working through comments and suggestions made for Spirit of Halloweentown. The Council is not going to micromanage and fix things. That is up to the staff.
- He is concerned about long-term energy consumption. He would like to see a study conducted on transitioning to an all-electric fleet, with exception to police. It would be a tremendous savings for the City.

Councilor Topaz reported...

- The Riverwalk meeting was very informative. One thing that was overlooked was access for emergency services. He brought up that the 30-foot-wide access from the road to the river was narrowed to six-foot wide.
- Connecting the various plans is important. All of the plans should be stopped to review for modifications and government financing.
- He has not been paid for his legal fees. His attorney asked how the Boise suit is going. They looked up the court records and discovered that the City is being sued again for \$144,500. The partial finding is that the sale of the marijuana facility is illegal. The business has been added to the suit. He is disturbed because the Council was not informed. The attorneys reported earlier this month that the PUD power station was closer and there were no problems. There is a legal problem on procedure. He has caught a lot of things this week that did not match what he was told before. If everyone brings back their thumb drives, he will give them the updates that has very little to do with substations. The Council is responsible. The staff is under the Council.
- He reviewed an article that said the average police station cost \$200 per square foot. The Oregon City station is between \$335-540. The cost seems to be very much controlled by what part of the country you live in. Deputy City Administrator Brown has his work cut out for him.

Councilor Chilton reported...

- Enjoyed the special session earlier today. It's a good way to focus on direction and City goals. She thanked staff for keeping them on track.
- She toured the new Oregon City police station and encouraged Councilor Topaz to do the same. They already have a huge cost savings in the design. Brown has worked diligently on that project.

- She has been talking with local business owners. It's nice to hear from other people in the community.
- It's not her goal to destroy Spirit of Halloweentown. She comes down, shops, brings her kids, and participates. Tourism needs an open, consistent, and transparent evaluation. They are still waiting for a staff committee report on tourism, so it will come up again in a Council meeting. It will help them analyze areas of growth. It is not an attack. It is a way to be transparent and talk to staff about needs and changes.

Councilor Birkle reported...

- Planning Commission met last week. More annexations are coming up.
- Still accepting applications for the Planning Commission until November 19.
- Popeyes is forging ahead.
- Burger King has officially begun the process of development near the old hospital.
- Had a great time Saturday pulling weeds and planting plants at Nob Hill Nature Park. He heard very positive comments from Caroline and Howard. Nob Hill Nature Park wouldn't be in existence without them. He commended them for their continued work.

Council President Morten added that Council made that a nature park much before Howard and Caroline came along. They have helped it progress.

Council President Morten reported that the Parks & Trails Commission are sponsoring a work party at the Botanical Gardens on Saturday at 9 a.m.

OTHER BUSINESS

ADJOURN – 8:21 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



St. Helens, OR

Item #16.

Expense Approval Register

Packet: APPKT00457 - 11.12.21 AP

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
HUDSON GARBAGE SERVICE	11538871	11/10/2021	1554- TRASH PUBLIC LIBRARY	100-706-52003	61.35
HUDSON GARBAGE SERVICE	11539573	11/10/2021	5273- TRASH REC CENTER CH...	100-709-52023	49.55
COLUMBIA COUNTY TRANSFER..	7639	11/10/2021	ACCT 0017 TRASH DUMP FEES	100-708-52001	6.51
QUARANTO & ASSOCIATES LLC	01556	11/12/2021	COURT SERVICES LEGAL	100-704-52019	125.00
DAWN RICHARDSON	11.9.21	11/12/2021	MILEAGE REIMBURSEMENT F...	100-707-52001	59.80
HUDSON GARBAGE SERVICE	11539096	11/12/2021	2046-1287547 - POLICE GARB...	100-705-52023	199.69
TYLER BUSINESS FORMS	63877	11/12/2021	W-2 FORMS	100-707-52001	238.98
TYLER BUSINESS FORMS	64777	11/12/2021	1099 FORMS NEC MISC	100-707-52001	231.42
BIO-MED TESTING SERVICES I...	87310	11/12/2021	DOT ROGER STAUFFER	100-702-52019	50.00
LUCY HEIL ATTORNEY AT LAW	9.30.21	11/12/2021	LEGAL SERVICES	100-704-52019	3,325.00
WILCOX	0658534-IN	11/08/2021	FUEL PARKS DEPT	100-708-52022	1,324.47
ACE HARDWARE - ST. HELENS	10.31.21 60174	11/08/2021	ACE MATERIALS ACCT 60174	100-715-52001	29.89
ACE HARDWARE - ST. HELENS	10.31.21 60174	11/08/2021	ACE MATERIALS ACCT 60174	100-715-52001	9.98
ACE HARDWARE - ST. HELENS	10.31.21	11/08/2021	MATERIALS ACE ACCT 60176 - ...	100-708-52001	79.99
CITY OF ST. HELENS	11.4.21	11/08/2021	PETTY CASH REFILL	100-702-52028	43.00
CITY OF ST. HELENS	11.4.21	11/08/2021	PETTY CASH REFILL	100-703-52041	100.00
CITY OF ST. HELENS	11.4.21	11/08/2021	PETTY CASH REFILL	100-704-52001	5.00
CITY OF ST. HELENS	11.4.21	11/08/2021	PETTY CASH REFILL	100-705-52001	50.00
SARAH VAN WINKLE	11.8.21	11/08/2021	REC CENTER REFUND	100-000-34031	40.00
ORKIN	218549843	11/08/2021	1810 OLD PORTLAND RD PEST ...	100-709-52023	152.00
ORKIN	218549844	11/08/2021	1810 OLD PORTLAND RD PEST ...	100-709-52023	82.00
NORTHWEST DELI DISTRIBUTI...	438009	11/08/2021	TOWEL WIPER	100-708-52001	1,795.67
RUBENS LAWN SERVICE	0004371	11/09/2021	MONTHLY LAWN SERVICE	100-705-52023	40.00
AMY LINDGREN LAW LLC	507	11/09/2021	JUDICIAL SERVICES	100-704-52019	5,600.00
METRO PLANNING INC	5351	11/09/2021	WEB GIS	100-710-52001	222.50
METRO PRESORT	IN638495	11/09/2021	UB BILL PRINTING	100-707-52008	4,449.99
Fund 100 - GENERAL FUND Total:					18,371.79
Fund: 201 - VISITOR TOURISM					
HUDSON GARBAGE SERVICE	11539424	11/12/2021	TRASH 2046-71880036	201-000-52028	707.70
HUDSON GARBAGE SERVICE	11539739	11/09/2021	TRASH - HALLOWEENTOWN 2...	201-000-52003	1,527.37
Fund 201 - VISITOR TOURISM Total:					2,235.07
Fund: 202 - COMMUNITY DEVELOPMENT					
OREGON DEPARTMENT OF FO...	22123	11/08/2021	PROTECTION FOR LAND OR DE...	202-724-52019	7,299.81
MAYER REED INC	13098	11/09/2021	ST HELENS RIVERWALK	202-723-52055	99,748.30
MAYER REED INC	13099	11/09/2021	ST HELENS RIVERWALK	202-723-52055	2,233.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					109,281.11
Fund: 203 - COMMUNITY ENHANCEMENT					
ULINE	140329420	11/08/2021	BROOM, CONF TABLE, SOAP , ...	203-709-52028	3,219.91
Fund 203 - COMMUNITY ENHANCEMENT Total:					3,219.91
Fund: 205 - STREETS					
PORTLAND GENERAL ELECTRIC	INV0002139	11/09/2021	4854421000	205-000-52003	42.67
Fund 205 - STREETS Total:					42.67
Fund: 305 - PARKS SDC					
COLUMBIA COUNTY ROAD DE...	2022-007	11/08/2021	HYDROSTRAW GUAR PLUS / F...	305-000-53001	824.00
Fund 305 - PARKS SDC Total:					824.00
Fund: 601 - WATER					
WILCOX	0656135-IN	11/12/2021	FUEL	601-732-52022	321.86
H.D FOWLER COMPANY	I5949057	11/12/2021	MATERIALS	601-731-52001	56.00
NORTHSTAR CHEMICAL	210023	11/08/2021	SODIUM HYPOCHLORITE 12.5%	601-732-52083	733.00
ACE HARDWARE - ST. HELENS	60181- 10.31.21	11/08/2021	ACE MATERIALS ACCT 60181	601-731-52001	2.58
ACE HARDWARE - ST. HELENS	60181- 10.31.21	11/08/2021	ACE MATERIALS ACCT 60181	601-731-52001	33.98

Expense Approval Register

Packet: APPKT00

Item #16.

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE - ST. HELENS	60181- 10.31.21	11/08/2021	ACE MATERIALS ACCT 60181	601-731-52001	20.98
ACE HARDWARE - ST. HELENS	60181- 10.31.21	11/08/2021	ACE MATERIALS ACCT 60181	601-731-52001	54.99
ACE HARDWARE - ST. HELENS	60181- 10.31.21	11/08/2021	ACE MATERIALS ACCT 60181	601-732-52001	35.97
ACE HARDWARE - ST. HELENS	60181- 10.31.21	11/08/2021	ACE MATERIALS ACCT 60181	601-732-52001	9.56
ACE HARDWARE - ST. HELENS	60181- 10.31.21	11/08/2021	ACE MATERIALS ACCT 60181	601-732-52001	17.52
EAGLE STAR ROCK PRODUCTS ...	40426	11/09/2021	ROCK S 14TH WATER	601-731-52001	149.10
EAGLE STAR ROCK PRODUCTS ...	40448	11/09/2021	ROCK 2555 COLUMBIA	601-731-52001	87.47

Fund 601 - WATER Total: 1,523.01

Fund: 603 - SEWER

COLUMBIA COUNTY TRANSFER..	7639	11/10/2021	ACCT 0017 TRASH DUMP FEES	603-736-52001	15.36
COLUMBIA COUNTY TRANSFER..	7639	11/10/2021	ACCT 0017 TRASH DUMP FEES	603-737-52001	15.35
WILCOX	0656119-IN	11/12/2021	BIO DYED ULTRA FILL GENERA...	603-736-52001	34.99
WILCOX	0656119-IN	11/12/2021	BIO DYED ULTRA FILL GENERA...	603-737-52001	34.98
CENTURY LINK	11.2.21	11/12/2021	293	603-736-52010	22.36
CENTURY LINK	11.2.21	11/12/2021	654	603-736-52010	22.35
CENTURY LINK	11.2.21	11/12/2021	600	603-736-52010	22.35
CENTURY LINK	11.2.21	11/12/2021	488	603-736-52010	124.90
CENTURY LINK	11.2.21	11/12/2021	688	603-736-52010	22.35
CENTURY LINK	11.2.21	11/12/2021	293	603-737-52010	22.35
CENTURY LINK	11.2.21	11/12/2021	654	603-737-52010	22.36
CENTURY LINK	11.2.21	11/12/2021	600	603-737-52010	22.36
CENTURY LINK	11.2.21	11/12/2021	488	603-737-52010	124.90
CENTURY LINK	11.2.21	11/12/2021	688	603-737-52010	22.36
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	603-735-52001	16.58
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	603-736-52001	32.00
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	603-736-52001	25.58
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	603-736-52001	12.24
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	603-736-52001	87.26
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	603-736-52001	19.18
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	603-736-52023	62.58
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	603-737-52001	62.57
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	603-737-52001	19.19
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	603-737-52001	25.59
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	603-737-52001	12.25
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	603-737-52001	87.26
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	603-737-52001	31.99
ACE HARDWARE - ST. HELENS	60181- 10.31.21	11/08/2021	ACE MATERIALS ACCT 60181	603-736-52023	3.96
WILCOX	0656862-IN	11/09/2021	BIO DYED ULTRA FILL GENERA...	603-736-52001	120.00
WILCOX	0656862-IN	11/09/2021	BIO DYED ULTRA FILL GENERA...	603-737-52001	120.00

Fund 603 - SEWER Total: 1,267.55

Fund: 702 - INFORMATION SYSTEMS

CENTURY LINK	11.2.21	11/12/2021	228	702-000-52010	86.65
CENTURY LINK	11.2.21	11/12/2021	130	702-000-52010	290.02
CENTURY LINK	11.2.21	11/12/2021	131	702-000-52010	61.96
CENTURY LINK	11.2.21	11/12/2021	796	702-000-52010	41.98
CENTURY LINK	11.2.21	11/12/2021	162B	702-000-52010	84.30
CENTURY LINK	11.2.21	11/12/2021	651	702-000-52010	43.49
CENTURY LINK	11.2.21	11/12/2021	579	702-000-52010	44.71
CENTURY LINK	11.2.21	11/12/2021	967	702-000-52010	130.99
CENTURY LINK	11.2.21	11/12/2021	818	702-000-52010	380.42
CENTURY LINK	11.2.21	11/12/2021	909	702-000-52010	89.40
CENTURY LINK	11.2.21	11/12/2021	798B	702-000-52010	103.74
MORE POWER TECHNOLOGY ...	12673	11/12/2021	PREMIUM AGREEMENT MON...	702-000-52019	11,097.15
SOLUTIONS YES	INV295229	11/12/2021	PRINT CHARGES CITY HALL PRI...	702-000-52006	52.02
U.S BANK EQUIPMENT FINANCE	456579697	11/08/2021	CONTRACT PAYMENT EQUIPM...	702-000-52006	428.10
U.S BANK EQUIPMENT FINANCE	456813302	11/08/2021	CONTRACT PAYMENT EQUIPM...	702-000-52006	156.43
COMCAST BUSINESS	133939900	11/09/2021	FIBER INTERNET ACCT 934571...	702-000-52003	4,665.23

Fund 702 - INFORMATION SYSTEMS Total: 17,756.59

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 703 - PW OPERATIONS					
EMMERT CHEVERLET BUICK INC	39454	11/12/2021	AUTO BODY WORK	703-734-52099	70.25
COLUMBIA RIVER FIRE AND RE...	21-10 SEPT	11/08/2021	SHARED COST JOINT MAINT	703-734-52099	959.64
ACE HARDWARE - ST. HELENS	60181- 10.31.21	11/08/2021	ACE MATERIALS ACCT 60181	703-734-52023	25.98
ACE HARDWARE - ST. HELENS	60181- 10.31.21	11/08/2021	ACE MATERIALS ACCT 60181	703-734-52023	-11.40
HUDSON GARBAGE SERVICE	11539611	11/09/2021	CASCADES TISSUE SITE	703-734-52023	131.84
METRO PLANNING INC	5351	11/09/2021	WEB GIS	703-733-52006	272.50
Fund 703 - PW OPERATIONS Total:					1,448.81
Fund: 704 - FACILITY MAJOR MAINTNANCE					
COLUMBIA COUNTY TRANSFER..	7639	11/10/2021	ACCT 0017 TRASH DUMP FEES	704-000-53017	12.10
COLUMBIA COUNTY TRANSFER..	7639	11/10/2021	ACCT 0017 TRASH DUMP FEES	704-000-53017	14.89
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	704-000-53018	21.56
ACE HARDWARE - ST. HELENS	60180-10.31.21	11/08/2021	MATERIALS ACE ACCT 60180	704-000-53018	18.55
ACE HARDWARE - ST. HELENS	60181- 10.31.21	11/08/2021	ACE MATERIALS ACCT 60181	704-000-53017	10.91
ACE HARDWARE - ST. HELENS	60181- 10.31.21	11/08/2021	ACE MATERIALS ACCT 60181	704-000-53018	36.37
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					114.38
Grand Total:					156,084.89

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	18,371.79
201 - VISITOR TOURISM	2,235.07
202 - COMMUNITY DEVELOPMENT	109,281.11
203 - COMMUNITY ENHANCEMENT	3,219.91
205 - STREETS	42.67
305 - PARKS SDC	824.00
601 - WATER	1,523.01
603 - SEWER	1,267.55
702 - INFORMATION SYSTEMS	17,756.59
703 - PW OPERATIONS	1,448.81
704 - FACILITY MAJOR MAINTNANCE	114.38
Grand Total:	156,084.89

Account Summary

Account Number	Account Name	Expense Amount
100-000-34031	Recreation Revenue	40.00
100-702-52019	Professional Services	50.00
100-702-52028	Projects & Programs	43.00
100-703-52041	Community Support Funds	100.00
100-704-52001	Operating Supplies	5.00
100-704-52019	Professional Services	9,050.00
100-705-52001	Operating Supplies	50.00
100-705-52023	Facility Maintenance	239.69
100-706-52003	Utilities	61.35
100-707-52001	Operating Supplies	530.20
100-707-52008	Printing	4,449.99
100-708-52001	Operating Supplies	1,882.17
100-708-52022	Fuel	1,324.47
100-709-52023	Facility Maintenance	283.55
100-710-52001	Operating Supplies	222.50
100-715-52001	Operating Supplies	39.87
201-000-52003	Utilities	1,527.37
201-000-52028	Projects & Programs	707.70
202-723-52055	Riverwalk Project	101,981.30
202-724-52019	Professional Services	7,299.81
203-709-52028	Projects & Programs	3,219.91
205-000-52003	Utilities	42.67
305-000-53001	Capital Outlay	824.00
601-731-52001	Operating Supplies	405.10
601-732-52001	Operating Supplies	63.05
601-732-52022	Fuel	321.86
601-732-52083	Chemicals	733.00
603-735-52001	Operating Supplies	16.58
603-736-52001	Operating Supplies	346.61
603-736-52010	Telephone	214.31
603-736-52023	Facility Maintenance	66.54
603-737-52001	Operating Supplies	409.18
603-737-52010	Telephone	214.33
702-000-52003	Utilities	4,665.23
702-000-52006	Computer Maintenance	636.55
702-000-52010	Telephone	1,357.66
702-000-52019	Professional Services	11,097.15
703-733-52006	Computer Maintenance	272.50
703-734-52023	Facility Maintenance	146.42
703-734-52099	Equipment Operations	1,029.89
704-000-53017	Capital Outlay - Rec Center	37.90
704-000-53018	Capital Outlay - City Hall	76.48
Grand Total:		156,084.89

Project Account Summary

Project Account Key

None

Expense Amount

156,084.89

Grand Total:

156,084.89



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
OBERDORFER LAW FIRM LLC	11.12.2021	11/15/2021	PRO TEM JUDGE	100-704-52019	100.00
KRAFT SCREENS	265DE	11/15/2021	WINDOW SCREENS CITY HALL	100-715-52023	1,512.00
STANS REFRIGERATION AND AIR...	66133	11/15/2021	REFRIG COLD CONTROL	100-715-52023	193.00
OREGON DEPARTMENT OF RE...	OCT 2021	11/15/2021	STATE DUII DIVERSION	100-000-20700	787.50
OREGON DEPARTMENT OF RE...	OCT 2021	11/15/2021	STATE DUII CONVICTION FEE	100-000-20700	311.00
OREGON DEPARTMENT OF RE...	OCT 2021	11/15/2021	MISD SURCHARGE	100-000-20700	13.04
OREGON DEPARTMENT OF RE...	OCT 2021	11/15/2021	STATE	100-000-20800	346.19
OREGON DEPARTMENT OF RE...	OCT 2021	11/15/2021	STATE VIOLATION	100-000-20800	899.00
OREGON DEPARTMENT OF RE...	OCT 2021	11/15/2021	STATE MISD	100-000-20800	335.00
OREGON DEPARTMENT OF RE...	OCT 2021	11/15/2021	UNITARY	100-000-20800	20.00
OREGON DEPARTMENT OF RE...	OCT 2021	11/15/2021	LEMLA	100-000-20800	5.00
COLUMBIA COUNTY TREASUR...	OCT 2021	11/15/2021	JAIL ASSESSMENT	100-000-20900	88.00
COLUMBIA COUNTY TREASUR...	OCT 2021	11/15/2021	COUNTY ASSESSMENT	100-000-20900	394.49
COLUMBIA COUNTY TREASUR...	OCT 2021	11/15/2021	CITY COURT COSTS DEDUCTED	100-000-36002	-48.25
PORTLAND GENERAL ELECTRIC	INV0002142	11/16/2021	0153585940	100-709-52003	113.27
NW NATURAL GAS	11.10.2021	11/17/2021	4157643-0	100-709-52003	139.96
HUDSON GARBAGE SERVICE	11539095	11/17/2021	7539- TRASH CITY HALL 265 ST...	100-715-52023	100.59
HUDSON GARBAGE SERVICE	11539098	11/17/2021	7598- TRASH MCCORMICK ARK	100-708-52023	939.26
HUDSON GARBAGE SERVICE	11539099	11/17/2021	7636- TRASH COL VIEW PARK ...	100-708-52023	214.96
HUDSON GARBAGE SERVICE	11540085	11/17/2021	6435- TRASH MCBRIDE ELEME...	100-709-52001	133.29
HUDSON GARBAGE SERVICE	11540086	11/17/2021	6437- TRASH ST. HELENS MID...	100-709-52001	236.38
JORDAN RAMIS PC ATTORNEYS..	184270	11/17/2021	GENRAL LEGAL SERVICES	100-701-52019	1,395.00
JORDAN RAMIS PC ATTORNEYS..	184270	11/17/2021	GENRAL LEGAL SERVICES	100-702-52019	226.00
JORDAN RAMIS PC ATTORNEYS..	184270	11/17/2021	GENRAL LEGAL SERVICES	100-703-52019	1,910.00
JORDAN RAMIS PC ATTORNEYS..	184270	11/17/2021	GENRAL LEGAL SERVICES	100-707-52019	275.00
JORDAN RAMIS PC ATTORNEYS..	184271	11/17/2021	PLANNING	100-710-52019	70.00
TROTTER & MORTON FACILITY ..	78967	11/17/2021	SERVICE HVAC	100-705-52023	130.53
SHRED-IT C/O STERICYCLE INC	8000310415	11/17/2021	CITY HALL SHRED SERVICE	100-715-52001	93.08
SHRED-IT C/O STERICYCLE INC	8000365003	11/17/2021	CITY HALL SHRED SERVICE	100-715-52001	75.28
CINTAS	8405414662	11/17/2021	CITY HALL FIRST AID CABINET ...	100-715-52001	96.62
CINTAS	8405414664	11/17/2021	PARKS FIRST AID CABINET SER...	100-708-52001	90.31
LEAGUE OF OREGON CITIES	9906	11/17/2021	JOB POSTING	100-702-52011	20.00
NW NATURAL GAS	INV0002143	11/17/2021	5638	100-705-52003	77.79
NW NATURAL GAS	INV0002143	11/17/2021	7673	100-706-52003	350.07
NW NATURAL GAS	INV0002143	11/17/2021	8563	100-708-52003	39.94
NW NATURAL GAS	INV0002143	11/17/2021	3047	100-708-52003	19.97
NW NATURAL GAS	INV0002143	11/17/2021	0109	100-709-52003	115.91
NW NATURAL GAS	INV0002143	11/17/2021	2848	100-715-52003	65.99
NW NATURAL GAS	INV0002143	11/17/2021	5285	100-715-52003	84.98
ERSKINE LAW PRECTICE LLC	11.18.21	11/18/2021	11/1-11/15	100-704-52019	2,571.03
JAMIE EDWARDS - AP	11.18.21	11/19/2021	MILEAGE REIMBURSEMENT F...	100-707-52001	203.84
COMMUNICATIONS NORTHW...	71741	11/19/2021	REPLACE ALL MOTO RADIOS	100-705-52001	5,419.09
COMMUNICATIONS NORTHW...	71743	11/19/2021	CONTROL HEAD KIT	100-705-52001	287.25
Fund 100 - GENERAL FUND Total:					20,451.36
Fund: 201 - VISITOR TOURISM					
NW NATURAL GAS	INV0002143	11/17/2021	7764	201-000-52003	125.76
NW NATURAL GAS	INV0002143	11/17/2021	9614	201-000-52003	33.43
CORPORATION DIVISION	INV0002144	11/17/2021	REGISTER PETEER SCARECROW..	201-000-52028	50.00
CORPORATION DIVISION	INV0002145	11/17/2021	REGISTER DARK MARKET LOGO	201-000-52028	50.00
Fund 201 - VISITOR TOURISM Total:					259.19
Fund: 202 - COMMUNITY DEVELOPMENT					
MAUL FOSTER ALONGI INC	44911	11/15/2021	BWP ON CALL SERVICES	202-721-52019	1,188.55
MAUL FOSTER ALONGI INC	44911	11/15/2021	GOVERNANCE AND PUBLIC EN...	202-721-52019	593.75

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAUL FOSTER ALONGI INC	44911	11/15/2021	WWTP LAGOON ON CALL SERV..	202-726-52019	176.25
PORTLAND GENERAL ELECTRIC	INV0002140	11/16/2021	7357701000	202-722-52003	36.53
PORTLAND GENERAL ELECTRIC	INV0002141	11/16/2021	1650931000	202-722-52003	17.32
OTAK INC	000102100386	11/17/2021	1ST AND STRAND ST P 019823...	202-723-52019	76,242.11
CITY OF ST. HELENS	INV0002146	11/19/2021	PERMIT 749-15064	202-721-52019	327.69
Fund 202 - COMMUNITY DEVELOPMENT Total:					78,582.20
Fund: 205 - STREETS					
INEXPENSIVE TREE CARE	10060	11/17/2021	200 N 12TH ST REMOVE TREES	205-000-52019	4,400.00
Fund 205 - STREETS Total:					4,400.00
Fund: 601 - WATER					
ROGERS MACHINERY COMPA...	1291800	11/17/2021	SERVICE	601-732-52019	610.50
ROGERS MACHINERY COMPA...	1291801	11/17/2021	SERVICE WFF	601-732-52019	65.00
JORDAN RAMIS PC ATTORNEYS..	184033	11/17/2021	WPI LITIGATION	601-731-52019	969.50
EAGLE STAR ROCK PRODUCTS ...	40483	11/17/2021	ROCK SYKES RD	601-731-52001	146.58
NW NATURAL GAS	INV0002143	11/17/2021	2942	601-732-52003	395.25
LAWRENCE OIL COMPANY	CFSI-5342	11/19/2021	247752 WATER	601-732-52022	76.70
Fund 601 - WATER Total:					2,263.53
Fund: 603 - SEWER					
HUDSON GARBAGE SERVICE	11538964	11/17/2021	8333- TRASH WWTP 451 PLY...	603-736-52023	150.54
HUDSON GARBAGE SERVICE	11538964	11/17/2021	8333- TRASH WWTP 451 PLY...	603-737-52023	150.53
NW NATURAL GAS	INV0002143	11/17/2021	7720	603-736-52003	7.99
NW NATURAL GAS	INV0002143	11/17/2021	5750	603-736-52003	39.04
NW NATURAL GAS	INV0002143	11/17/2021	5750	603-737-52003	39.05
NW NATURAL GAS	INV0002143	11/17/2021	7720	603-737-52003	7.99
Fund 603 - SEWER Total:					395.14
Fund: 702 - INFORMATION SYSTEMS					
CENTURY LINK	11.5.2021	11/15/2021	632B	702-000-52010	40.84
VERIZON	9891774988	11/17/2021	CELL SERVICE ACCT 242060134..	702-000-52010	181.81
SOLUTIONS YES	INV295522	11/17/2021	PRINT FEES C11460-01	702-000-52006	53.31
SOLUTIONS YES	INV296091	11/18/2021	C10184-01 CITY HALL	702-000-52006	209.31
Fund 702 - INFORMATION SYSTEMS Total:					485.27
Fund: 703 - PW OPERATIONS					
HUDSON GARBAGE SERVICE	11539097	11/17/2021	7555- TRASH PW 984 OR ST	703-734-52023	94.23
JORDAN RAMIS PC ATTORNEYS..	183552	11/17/2021	EMPLOYMENT MATTERS	703-733-52019	7,695.50
JORDAN RAMIS PC ATTORNEYS..	184270	11/17/2021	GENRAL LEGAL SERVICES	703-733-52019	210.00
JORDAN RAMIS PC ATTORNEYS..	184272	11/17/2021	PUBLIC WORKS ENGINEERING	703-733-52019	35.00
CINTAS	8405414663	11/17/2021	FIRST AID CABINET SERVICE	703-734-52019	128.54
NW NATURAL GAS	INV0002143	11/17/2021	8675	703-734-52003	30.71
LAWRENCE OIL COMPANY	CFSI-5342	11/19/2021	247750 PUBLIC WORKS	703-734-52022	76.02
LAWRENCE OIL COMPANY	CFSI-5342	11/19/2021	247748 PUBLIC WORKS	703-734-52022	1,362.74
Fund 703 - PW OPERATIONS Total:					9,632.74
Fund: 704 - FACILITY MAJOR MAINTNANCE					
ELLIOTT PROPERTIES INC	G703	11/17/2021	CAMPBELL PARK	704-000-53027	46,508.50
THE DOOR WORKS CO INC	56969	11/19/2021	REPLACE CITY HALL MAIN ENT...	704-000-53018	1,302.50
COLUMBIA NW HEATING INC	69166146	11/19/2021	SPLIT EXISTING AIR VENT	704-000-53018	1,375.00
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					49,186.00
Fund: 706 - PUBLIC SAFETY					
WETLAND SOLUTIONS NORT...	21102-1	11/15/2021	PUBLIC SAFETY BUILDING	706-000-52019	1,250.00
WESTERN STATE FIRE PROTECT..	PO022966	11/17/2021	ANNUAL HYDRANT FLOW TEST	706-000-52019	296.00
Fund 706 - PUBLIC SAFETY Total:					1,546.00
Grand Total:					167,201.43

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	20,451.36
201 - VISITOR TOURISM	259.19
202 - COMMUNITY DEVELOPMENT	78,582.20
205 - STREETS	4,400.00
601 - WATER	2,263.53
603 - SEWER	395.14
702 - INFORMATION SYSTEMS	485.27
703 - PW OPERATIONS	9,632.74
704 - FACILITY MAJOR MAINTNANCE	49,186.00
706 - PUBLIC SAFETY	1,546.00
Grand Total:	167,201.43

Account Summary

Account Number	Account Name	Expense Amount
100-000-20700	State Surcharge	1,111.54
100-000-20800	State Assessment	1,605.19
100-000-20900	County Assessment	482.49
100-000-36002	Fines - Court	-48.25
100-701-52019	Professional Services	1,395.00
100-702-52011	Public Information	20.00
100-702-52019	Professional Services	226.00
100-703-52019	Professional Services	1,910.00
100-704-52019	Professional Services	2,671.03
100-705-52001	Operating Supplies	5,706.34
100-705-52003	Utilities	77.79
100-705-52023	Facility Maintenance	130.53
100-706-52003	Utilities	350.07
100-707-52001	Operating Supplies	203.84
100-707-52019	Professional Services	275.00
100-708-52001	Operating Supplies	90.31
100-708-52003	Utilities	59.91
100-708-52023	Facility Maintenance	1,154.22
100-709-52001	Operating Supplies	369.67
100-709-52003	Utilities	369.14
100-710-52019	Professional Services	70.00
100-715-52001	Operating Supplies	264.98
100-715-52003	Utilities	150.97
100-715-52023	Facility Maintenance	1,805.59
201-000-52003	Utilities	159.19
201-000-52028	Projects & Programs	100.00
202-721-52019	Professional Services	2,109.99
202-722-52003	Utilities	53.85
202-723-52019	Professional Services	76,242.11
202-726-52019	Professional Services	176.25
205-000-52019	Professional Services	4,400.00
601-731-52001	Operating Supplies	146.58
601-731-52019	Professional Services	969.50
601-732-52003	Utilities	395.25
601-732-52019	Professional Services	675.50
601-732-52022	Fuel	76.70
603-736-52003	Utilities	47.03
603-736-52023	Facility Maintenance	150.54
603-737-52003	Utilities	47.04
603-737-52023	Facility Maintenance	150.53
702-000-52006	Computer Maintenance	262.62
702-000-52010	Telephone	222.65
703-733-52019	Professional Services	7,940.50
703-734-52003	Utilities	30.71
703-734-52019	Professional Services	128.54

Account Summary

Account Number	Account Name	Expense Amount
703-734-52022	Fuel	1,438.76
703-734-52023	Facility Maintenance	94.23
704-000-53018	Capital Outlay - City Hall	2,677.50
704-000-53027	Capital Outlay - Campbell ...	46,508.50
706-000-52019	Professional Services	1,546.00
	Grand Total:	167,201.43

Project Account Summary

Project Account Key	Expense Amount
None	167,201.43
	Grand Total: 167,201.43



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Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
RICOH USA INC	105610653	11/23/2021	POLICE EQUIPMENT LEASE 14...	100-705-52023	219.47
COLUMBIA RIVER PUD	11.16.21	11/23/2021	150 S 13TH ST- POLICE	100-705-52003	137.04
COLUMBIA RIVER PUD	11.16.21	11/23/2021	150 S 13 ST POLICE STATION 7...	100-705-52003	512.88
COLUMBIA RIVER PUD	11.16.21	11/23/2021	375 S 18TH ST COLUMBIA CEN...	100-706-52003	775.58
COLUMBIA RIVER PUD	11.16.21	11/23/2021	475 S 18TH ST	100-708-52003	123.60
COLUMBIA RIVER PUD	11.16.21	11/23/2021	475 S 18 ST METER 10220167	100-708-52003	80.19
COLUMBIA RIVER PUD	11.16.21	11/23/2021	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	57.25
COLUMBIA RIVER PUD	11.16.21	11/23/2021	200 N RIVER ST - GREY CLIFFS ...	100-708-52003	33.35
COLUMBIA RIVER PUD	11.16.21	11/23/2021	120 WHITE WAY - WALNUT TR...	100-708-52003	28.28
COLUMBIA RIVER PUD	11.16.21	11/23/2021	299 N 6TH ST - PARKS	100-708-52003	28.28
COLUMBIA RIVER PUD	11.16.21	11/23/2021	475 S 18TH ST	100-708-52003	64.73
COLUMBIA RIVER PUD	11.16.21	11/23/2021	200 N 7TH ST - PARK	100-708-52003	28.59
COLUMBIA RIVER PUD	11.16.21	11/23/2021	475 S 18TH ST - MCCORMICK ...	100-708-52003	72.69
COLUMBIA RIVER PUD	11.16.21	11/23/2021	264 STRAND ST- COL VIEW PA...	100-708-52003	52.89
COLUMBIA RIVER PUD	11.16.21	11/23/2021	162 MCMICHAEL ST - CAMPBE...	100-708-52003	101.88
COLUMBIA RIVER PUD	11.16.21	11/23/2021	475 S 18TH ST- MCCORMICK E...	100-708-52003	30.77
COLUMBIA RIVER PUD	11.16.21	11/23/2021	265 STRAND ST. - SPLASH PAD...	100-708-52003	43.98
COLUMBIA RIVER PUD	11.16.21	11/23/2021	2625 GABLE RD REC CENTER	100-709-52003	178.38
COLUMBIA RIVER PUD	11.16.21	11/23/2021	265 STRAND ST- CITY HALL UP	100-715-52003	133.84
COLUMBIA RIVER PUD	11.16.21	11/23/2021	277 STRAND ST -	100-715-52003	48.81
COLUMBIA RIVER PUD	11.16.21	11/23/2021	265 STRAND ST- CITY HALL MA...	100-715-52003	590.41
COLUMBIA RIVER PUD	11.16.21	11/23/2021	275 STRAND ST- CITY HALL UB ...	100-715-52003	109.95
COLUMBIA RIVER PUD	11.16.21	11/23/2021	277 STRAND ST- CITY HALL UB...	100-715-52003	80.36
ROSS DENISON LAW	11.20.21	11/23/2021	PROFESSIONAL SERVICES COU...	100-704-52019	725.00
PERMA-BOUND	1906797-00	11/23/2021	BOOKS	100-706-52033	304.93
PERMA-BOUND	1909015-00	11/23/2021	BOOKS	100-706-52033	88.49
ORKIN	219964327	11/23/2021	PEST CONTROL POLICE	100-705-52023	98.00
MIDWEST TAPE	501197352	11/23/2021	DVD / ABD 2000010011	100-706-52035	19.99
MIDWEST TAPE	501225595	11/23/2021	DVD / ABD 2000010011	100-706-52034	8.99
MIDWEST TAPE	501225597	11/23/2021	DVD / ABD 2000010011	100-706-52034	22.49
MIDWEST TAPE	501260294	11/23/2021	DVD / ABD 2000010011	100-706-52034	27.99
INGRAM LIBRARY SERVICES	55535666	11/23/2021	BOOKS 20C7921	100-706-52033	10.09
INGRAM LIBRARY SERVICES	55601319	11/23/2021	BOOKS 20C7921	100-706-52033	18.21
TYLER TECHNOLOGIES INC	64997	11/23/2021	STAMP	100-707-52001	44.52
CREATIVE SERVICES OF NEW E...	D21-25622	11/23/2021	BADGE STICKERS	100-705-52001	256.95
CULLIGAN	INV0002148	11/23/2021	BOTTLED WATER POLICE	100-705-52001	191.80
PAULSON PRINTING CO.	INV0002149	11/23/2021	ENVELOPES	100-705-50001	616.35
EASYPERMIT POSTAGE	INV0002150	11/23/2021	POSTAGE	100-707-52009	1,000.00
OREGON DEPARTMENT OF RE...	L1086398496	11/23/2021	HAZARDOUS SUB FEE 150 S 1...	100-705-52001	143.00
Fund 100 - GENERAL FUND Total:					7,110.00
Fund: 201 - VISITOR TOURISM					
COLUMBIA RIVER PUD	11.19.21	11/23/2021	94111	201-000-52003	301.88
Fund 201 - VISITOR TOURISM Total:					301.88
Fund: 202 - COMMUNITY DEVELOPMENT					
MASON BRUCE & GIRARD INC	29894	11/23/2021	FOREST MANAGEMENT 01031...	202-724-52019	3,815.77
Fund 202 - COMMUNITY DEVELOPMENT Total:					3,815.77
Fund: 203 - COMMUNITY ENHANCEMENT					
KAY DENFELD	INV0002151	11/23/2021	50 SONG BOOKS UKULELE	203-706-52092	450.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					450.00
Fund: 205 - STREETS					
COLUMBIA RIVER PUD	11.16.21	11/23/2021	58651 COL HWY GATEWAY ART	205-000-52003	28.46
COLUMBIA RIVER PUD	11.16.21	11/23/2021	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	50.45

Expense Approval Register

Packet: APPKT00

Item #16.

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	11.16.21	11/23/2021	191 N MILTON WAY - SIGNAL	205-000-52003	39.29
COLUMBIA RIVER PUD	11.16.21	11/23/2021	1800 COLUMBIA BLVD - SIGNAL	205-000-52003	108.53
COLUMBIA RIVER PUD	11.16.21	11/23/2021	265 STRAND ST	205-000-52003	3,747.56
COLUMBIA RIVER PUD	11.16.21	11/23/2021	1370 COLUMBIA BLVD.- FOUN...	205-000-52003	42.88
COLUMBIA RIVER PUD	11.16.21	11/23/2021	191 N MILTON WAY- LANDSC...	205-000-52003	28.59
COLUMBIA RIVER PUD	11.16.21	11/23/2021	2198 COLUMBIA BLVD - SIGNAL	205-000-52003	43.50
COLUMBIA RIVER PUD	11.16.21	11/23/2021	715 S COLUMBIA RIVER HWY -...	205-000-52003	75.25
Fund 205 - STREETS Total:					4,164.51
Fund: 601 - WATER					
COLUMBIA RIVER PUD	11.16.21	11/23/2021	END OF KESTREL VIEW DRIVE	601-731-52003	101.57
COLUMBIA RIVER PUD	11.16.21	11/23/2021	57500 OLD PORTLAND RD - W...	601-731-52003	53.97
COLUMBIA RIVER PUD	11.16.21	11/23/2021	62420 COLUMBIA RIVER HWY -..	601-731-52003	270.14
COLUMBIA RIVER PUD	11.16.21	11/23/2021	2300 STRAND ST - WELL 2	601-731-52003	161.18
COLUMBIA RIVER PUD	11.16.21	11/23/2021	35261 PITTSBURG RD- PW WA...	601-731-52003	31.01
COLUMBIA RIVER PUD	11.16.21	11/23/2021	1680 1 ST -	601-731-52003	2,161.92
COLUMBIA RIVER PUD	11.16.21	11/23/2021	1215 FOURTH ST - WFF	601-732-52003	4,409.13
BUREAU OF LABOR AND INDS...	INV0002147	11/23/2021	PUBLIC WORKS FEE 7TH ST	601-000-53001	295.78
Fund 601 - WATER Total:					7,484.70
Fund: 603 - SEWER					
COLUMBIA RIVER PUD	11.16.21	11/23/2021	240 CLARK ST PUMP STATION	603-735-52003	28.74
COLUMBIA RIVER PUD	11.16.21	11/23/2021	451 PLYMOTH ST - WWTP LA...	603-736-52003	1,585.05
COLUMBIA RIVER PUD	11.16.21	11/23/2021	451 PLYMOTH ST - WWTP LA...	603-737-52003	1,585.03
COLUMBIA RIVER PUD	11.16.21	11/23/2021	58360 OLD PORTLAND RD - PS...	603-738-52003	159.56
COLUMBIA RIVER PUD	11.16.21	11/23/2021	240 MADRONA CT	603-738-52003	208.31
COLUMBIA RIVER PUD	11.16.21	11/23/2021	35120 MAPLE ST. - PS 11	603-738-52003	97.03
COLUMBIA RIVER PUD	11.16.21	11/23/2021	110 S 4TH ST - PS 3	603-738-52003	47.80
COLUMBIA RIVER PUD	11.16.21	11/23/2021	134 N 1ST- PS 2 8873519	603-738-52003	157.49
COLUMBIA RIVER PUD	11.16.21	11/23/2021	318 S 1ST ST- PS #1 8805564	603-738-52003	185.91
COLUMBIA RIVER PUD	11.16.21	11/23/2021	169 S 4TH ST WATER FLOW M...	603-738-52003	67.27
COLUMBIA RIVER PUD	11.16.21	11/23/2021	58791 58725 COL RIV HWY P...	603-738-52003	39.05
PETERSON CAT	SW290072410	11/23/2021	TROUBLESHOOT	603-738-52001	750.48
Fund 603 - SEWER Total:					4,911.72
Fund: 702 - INFORMATION SYSTEMS					
SOLUTIONS YES	INV296287	11/22/2021	CONTRACT PAYMENT C13259-...	702-000-52006	47.33
MORE POWER TECHNOLOGY ...	12705	11/23/2021	MICROSOFT 365 BUS STANDA...	702-000-52019	2,192.00
CENTURY LINK BUSINESS SERV...	250751344	11/23/2021	ACCT 88035002	702-000-52010	197.93
QWEST DBA CENTURYLINK AC...	3263X201S21318	11/23/2021	5163X20453	702-000-52010	160.66
U.S BANK EQUIPMENT FINANCE	457860963	11/23/2021	CONTRACT PAYMENT EQUIPM...	702-000-52006	211.31
Fund 702 - INFORMATION SYSTEMS Total:					2,809.23
Fund: 703 - PW OPERATIONS					
WILCOX	0662977-IN	11/23/2021	FUEL	703-734-52022	128.99
COLUMBIA RIVER PUD	11.16.21	11/23/2021	650 OREGON ST -LEMONT PU...	703-734-52003	286.31
COLUMBIA RIVER PUD	11.16.21	11/23/2021	984 OREGON ST	703-734-52003	276.79
COLUMBIA RIVER PUD	11.16.21	11/23/2021	1230 DEER ISLAND RD - PW	703-734-52003	50.79
COLUMBIA RIVER PUD	11.16.21	11/23/2021	984 OREGON ST - PW SHOP	703-734-52003	31.17
COLUMBIA RIVER PUD	11.16.21	11/23/2021	264 STRAND ST- COL VIEW PA...	703-734-52046	52.92
COLUMBIA RIVER PUD	11.16.21	11/23/2021	265 STRAND ST. - DOCKS	703-734-52046	456.25
COLUMBIA RIVER PUD	11.16.21	11/23/2021	264 STRAND ST- PARKS/ GAZE...	703-734-52046	55.84
H.D FOWLER COMPANY	I5947571	11/23/2021	MARKING PAINT	703-734-52001	922.80
Fund 703 - PW OPERATIONS Total:					2,261.86
Grand Total:					33,309.67

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	7,110.00
201 - VISITOR TOURISM	301.88
202 - COMMUNITY DEVELOPMENT	3,815.77
203 - COMMUNITY ENHANCEMENT	450.00
205 - STREETS	4,164.51
601 - WATER	7,484.70
603 - SEWER	4,911.72
702 - INFORMATION SYSTEMS	2,809.23
703 - PW OPERATIONS	2,261.86
Grand Total:	33,309.67

Account Summary

Account Number	Account Name	Expense Amount
100-704-52019	Professional Services	725.00
100-705-50001	Wages	616.35
100-705-52001	Operating Supplies	591.75
100-705-52003	Utilities	649.92
100-705-52023	Facility Maintenance	317.47
100-706-52003	Utilities	775.58
100-706-52033	Printed Materials	421.72
100-706-52034	Visual Materials	59.47
100-706-52035	Audio Materials	19.99
100-707-52001	Operating Supplies	44.52
100-707-52009	Postage	1,000.00
100-708-52003	Utilities	746.48
100-709-52003	Utilities	178.38
100-715-52003	Utilities	963.37
201-000-52003	Utilities	301.88
202-724-52019	Professional Services	3,815.77
203-706-52092	Ukulele Expenses	450.00
205-000-52003	Utilities	4,164.51
601-000-53001	Capital Outlay	295.78
601-731-52003	Utilities	2,779.79
601-732-52003	Utilities	4,409.13
603-735-52003	Utilities	28.74
603-736-52003	Utilities	1,585.05
603-737-52003	Utilities	1,585.03
603-738-52001	Operating Supplies	750.48
603-738-52003	Utilities	962.42
702-000-52006	Computer Maintenance	258.64
702-000-52010	Telephone	358.59
702-000-52019	Professional Services	2,192.00
703-734-52001	Operating Supplies	922.80
703-734-52003	Utilities	645.06
703-734-52022	Fuel	128.99
703-734-52046	Dock Services	565.01
Grand Total:		33,309.67

Project Account Summary

Project Account Key	Expense Amount
None	33,309.67
Grand Total:	33,309.67