



## COUNCIL WORK SESSION

Wednesday, December 01, 2021 at 1:00 PM

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### 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](http://www.sthelensoregon.gov)

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

Phone | 503-397-6272

Fax | 503-397-4016

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## AGENDA

### CALL WORK SESSION TO ORDER

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

**DISCUSSION TOPICS** - *The Council will take a break around 3:00 p.m*

- [1.](#) Discussion Regarding Proposed Beekeeping Code Amendments - *Jacob*
- [2.](#) Brief on Water Districts - *Jacob*
- [3.](#) Discussion on 7th Street Container Lofts Ground Lease Amendments - *John*
- [4.](#) Discussion regarding Court Bailiff Services - *Matt*
- [5.](#) Review Proposed Bench Donation on S. 1st Street Sidewalk in Front of the Jordan Center
6. Tourism Business Model Discussion - *John*
- [7.](#) Review Proposed Municipal Code Title 2 Amendments - *John*
- [8.](#) City Administrator Report - *John Walsh*

### ADJOURN

### EXECUTIVE SESSION

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

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

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

### FOR YOUR INFORMATION

## Upcoming Dates to Remember:

- November 25 & 26, THANKSGIVING HOLIDAY, All City Offices Closed
- December 1, 1:00 p.m., Council Work Session, Council Chambers & Zoom
- December 1, 6:15 p.m., Council Public Hearings, Council Chambers & Zoom
- December 1, 7:00 p.m., Council Regular Session, Council Chambers & Zoom

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

- PH: December 1, 6:15 p.m., CDBG Application for **lifempowered** Empowerment Center
- PH: December 1, 6:30 p.m., Annex 35480 E. Division Road (Hughes)
- PH: December 1, 6:40 p.m., Annex 58471 Columbia River Hwy (Patel)
- PH: December 1, 6:50 p.m., Annex 58284 Old Portland Road (Port of Columbia County)
- PH: January 19, 6:45 p.m., Annex 58389 Columbia River Hwy (Eggers)

**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

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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 PLANNING DEPARTMENT

## M E M O R A N D U M

TO: City Council  
 FROM: Jacob A. Graichen, AICP, City Planner  
 RE: New beekeeping rules via proposed Ordinance No. 3271  
 DATE: October 18, 2021

Currently, any type of beekeeping within city limits is prohibited per Chapter 6.04, Animal Control, of the St. Helens Municipal Code (SHMC).

Honeybee keeping is a type of “farm use” as defined in the Development Code in Chapter 17.16 SHMC, so there is some conflict in these two chapters.

Backyard beekeeping occurs throughout many local communities across the state. Municipal regulation of beekeeping practices ranges from outright bans, like St. Helens, to unrestricted allowance with a more recent trend towards the latter. In 2015, the Oregon Legislature passed HB 2653 to address the growth of residential beekeeping. This included prompting the creation of best practice policies and model ordinance language from the Oregon State University Extension Service and League of Oregon Cities, both completed in 2018.

2015 HB 2653 included a provision that **“a local government shall review existing ordinances and determine whether to adopt new ordinances relating to residential beekeeping within three years of the effective date of this 2015 Act.”**

Though, more than three years have passed, the state never audited the city’s efforts in this regard. However, a beekeeping issue with a citizen has arisen which prompted review of this matter.

The concept of allowing residential honeybee keeping was presented to the Council at the August 4, 2021, work session. The Council was open to the idea and directed staff to proceed. Some of the Council’s comments included the inclusion of allowing mason bees, limited quantity recommendations, and rules based on the time of year.

Draft amendments are attached to this memo. In summary, this does the following:

1. Still prohibits beekeeping, except for mason bees and, provided certain rules are followed, honeybee keeping associated with *residential* uses.
2. Eliminates potential conflict of law. The definition of “farm use” in the Development Code includes honeybees. Honeybee keeping associated with *nonresidential* uses would be determined per the Development Code.
3. Honeybee keeping associated with a residential use doesn’t mandate an animal facilities license or other permit. This is proposed as review of the technicalities of a honeybee raising would require some training, would be an unnecessary burden to staff and resources, and the rules are written such that poor bee management will be evident by new nuisances added to the code. And if site inspection is necessary, the basic provisions should be easy to understand to determine compliance if there is a problem.

4. Proposed code is based on the League of Oregon Cities Model Residential Beekeeping Ordinance (June 2018), the Oregon State University Extension Service Residential Beekeeping Best-Practices Guidelines for Nuisance-Free beekeeping in Oregon (February 2018), other jurisdiction examples and feedback from some local beekeepers.

**If the council consents to these amendments, please approved Ordinance No. 3271 at your regular session.**

Attached:

Draft ordinance  
Draft text amendments  
Presentation



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: <<date>>

Read the second time: <<date>>

**APPROVED AND ADOPTED** this ### day of <<month>>, <<year>> 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.





# Beekeeping In St. Helens

ORD. No. 3271

November 2021

Item #1.

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## 2015 House Bill 2653

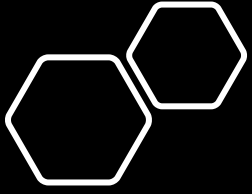
A local government shall review existing ordinances and determine whether to adopt new ordinances relating to residential beekeeping within three years of the effective date of this 2015 Act.”



## Chapter 6.04, Animal Control

Beekeeping. No person shall possess, maintain or keep bees in the city limits.





**Proposal:** allow mason bees and, *given certain rules are followed*, honeybee keeping

- No animal facility license required
- Noncompliance intended to be simple to observe
  - Hives are visible
  - Flight patterns bad (<6' from ground at property line)
  - Swarming outside of spring season
  - Aggressive behavior such as stinging/attacking without provocation.

Yes



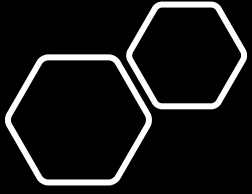
Item #1.



No

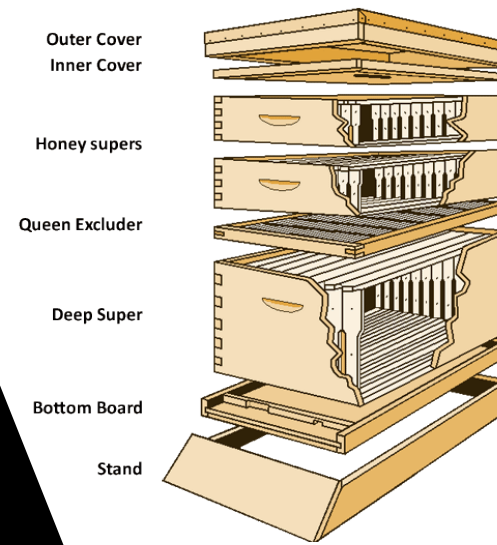


Yes



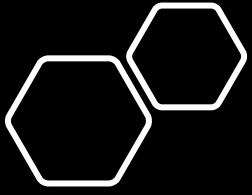
## Proposal: Allowance subject to ...

- **Hive quantity limitation based on land area**
- Hidden from public view at all times
- Flight path management
- Setback requirements
- Water source availability
- ODA registration
- Swarming mitigation/best practice reference



- **Any property → up to 4 hives**
  - Same as City of Portland
- **At least 10,000 s.f. → up to 6 hives**
  - Same as City of Portland
- **At least 1 ac. → up to 10 hives**
  - City of Ashland maxes out at 5, **but also allows 1 “nuc” per main one**
  - City of Portland maxes out at 6
  - City of Spokane maxes out at 8
  - **St. Helens “hive” definition includes “nucs” or nucleus colonies**



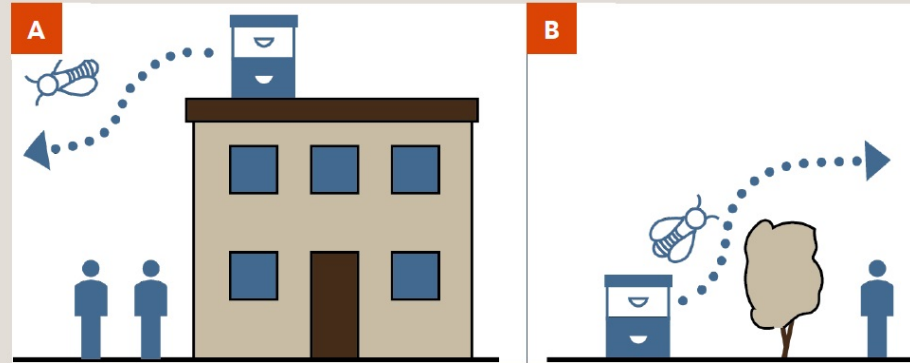


## Proposal: Allowance subject to ...

- Hive quantity limitation based on land area
- Hidden from public view at all times
- Flight path management
- Setback requirements
- Water source availability
- ODA registration
- Swarming mitigation/best practice reference

- Flyaway barrier (6' tall, 10' in each direction).
- Keep hives at least 10' from property lines
- Elevating hive 10' or more

### How can you direct a bee's flight path?



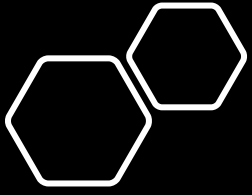
Item #1.

The flight path behavior of bees can be directed away from private and public activities so that setbacks are unnecessary or need only be minimal. This can be accomplished by either: A) raising a colony onto a roof top, balcony, or other elevated position, or B) placing obstacles (such as a hedge or lattice) in a colony's flight path.



Figure 5: Example of extensive use of flight barriers (shown here, a fence and tall vegetation) altering the foraging bees' flight path so that the path is dispersed by the time the bees reach the property line. The fence and vegetation also conceal the hives from passersby and restricts access to the apiary.

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## Proposal: Allowance subject to ...

- Hive quantity limitation based on land area
- Hidden from public view at all times
- Flight path management
- Setback requirements
- Water source availability
- ODA registration
- Swarming mitigation/best practice reference

- 3' from all property lines.
- 15' from public areas

- Development Code setbacks too

- Water: March – October forage time

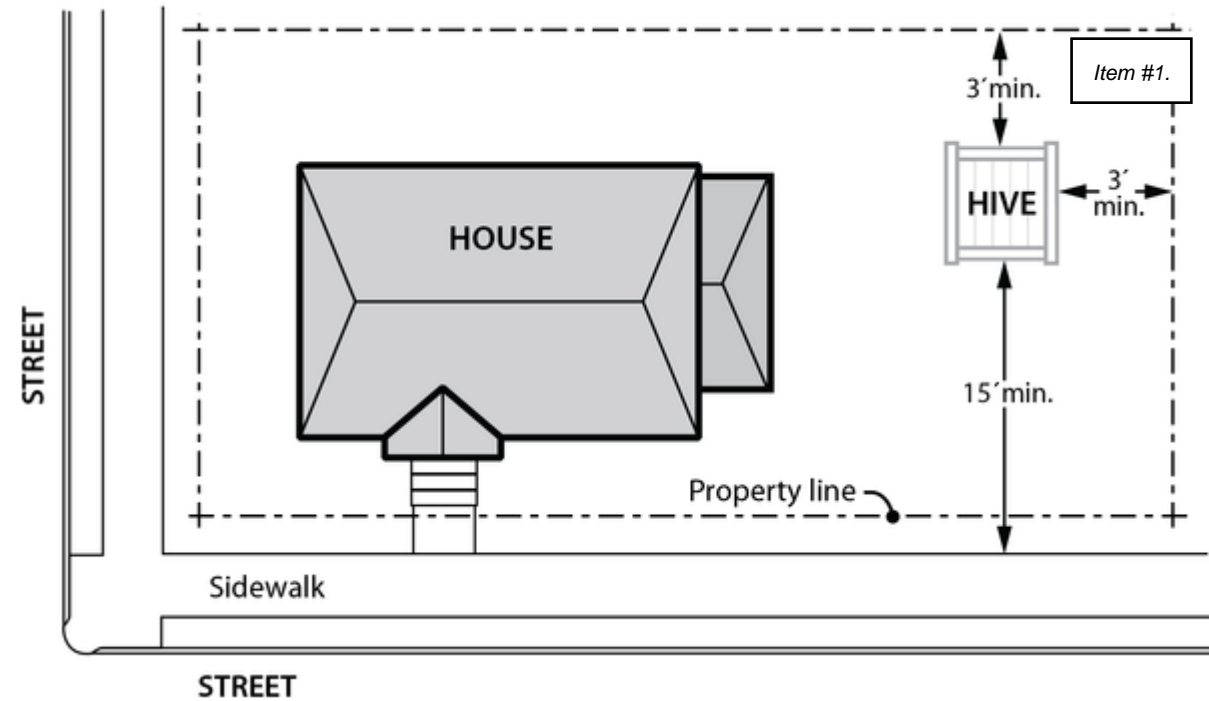
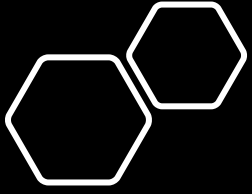


Figure 6: Example of a water source that includes a rock that allows bees to access the water without drowning.





## Proposal: Allowance subject to ...

- Hive quantity limitation based on land area
- Hidden from public view at all times
- Flight path management
- Setback requirements
- Water source availability
- ODA registration
- Swarming mitigation/best practice reference

• *Swarming normal in spring*

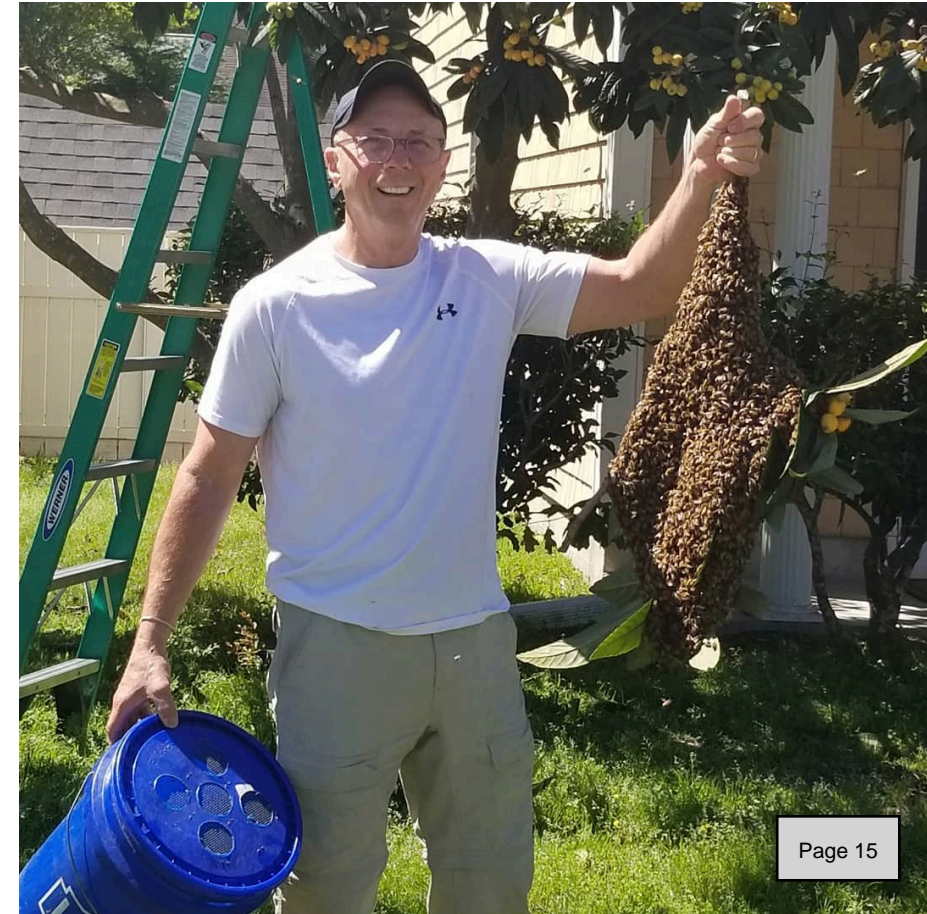
• *Defensive behavior can result from*

- *Overcrowding*
- *Age of colony*
- *Robbing*



Every person who owns, or is in charge of, **five or more colonies** of bees located within the state of Oregon, must register their hives with the Oregon Department of Agriculture.

Item #1.





Yellowjackets are frequently mistaken for honeybees!

- Similar in size as honeybees (1/2 inch long)
- But hairless
- And they don't carry pollen



No

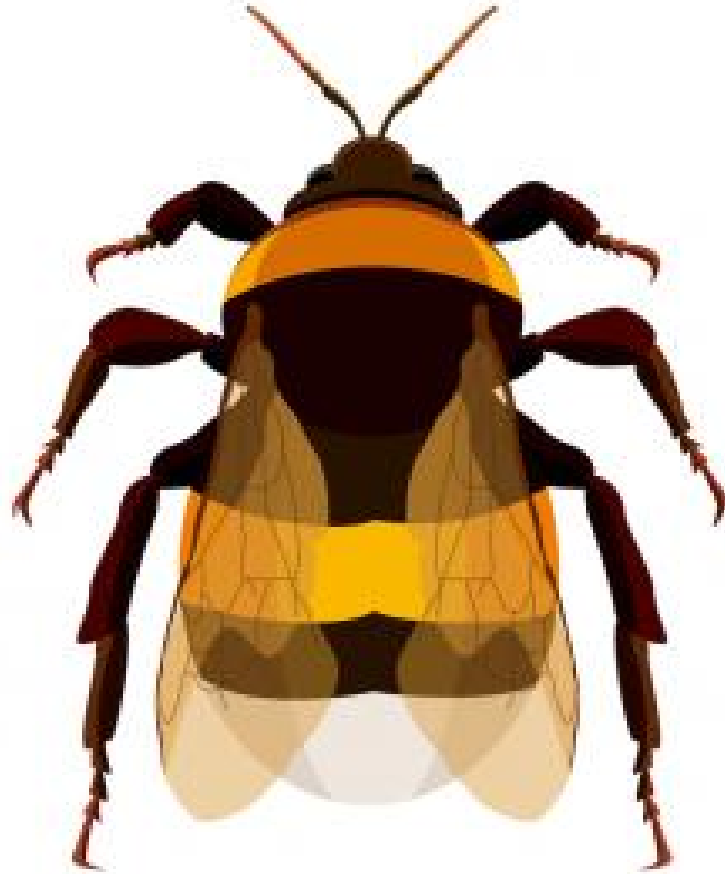


Yes





honey bee



bumble bee



wasp



## CITY OF ST. HELENS PLANNING DEPARTMENT

**M E M O R A N D U M**

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**TO:** City Council  
**FROM:** Jacob A. Graichen, AICP, City Planner  
**RE:** Urban Service Agreements – Water  
**DATE:** November 22, 2021

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ORS 195.065 requires that local governments and special districts that provide an urban service to an area within an Urban Growth Boundary (UGB) that has a population greater than 2,500 population enter into an Urban Service Agreement that facilitates cooperation and order of the particular service.

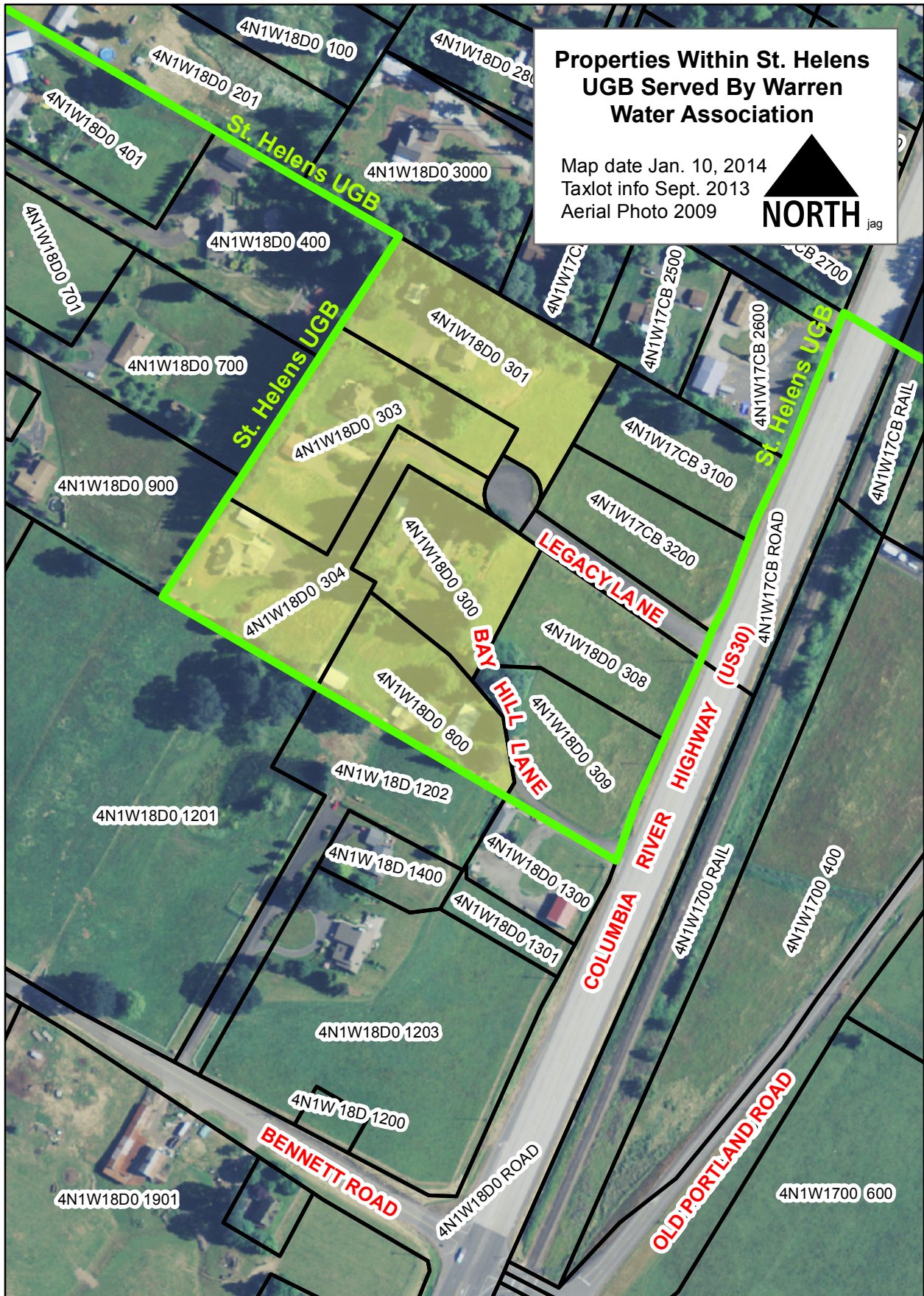
For St. Helens, this means getting along with McNulty Water PUD. Note that we also have a small portion of the Warren Water Association with our UGB.

The main purpose of this memo and Dec. 1, 2021 work session discussion is simply to educate the Council on this matter. We have a USA with McNulty that was approved by the Council in 2013 via Resolution No. 1634.

Given a recent rash of annexations, many within McNulty's service area, and that the Council has completely turned over since 2013, except for Council President Morton, it seemed prudent to discuss this.

I intend to talk about district boundaries (see **attached** maps) and, generally, the terms of the City-McNulty USA at the Dec. 1, 2021 work session.







# CITY OF ST. HELENS & PROPOSED MCNULTY WATER PUD EXCLUSIVE TERRITORY DISTRICT

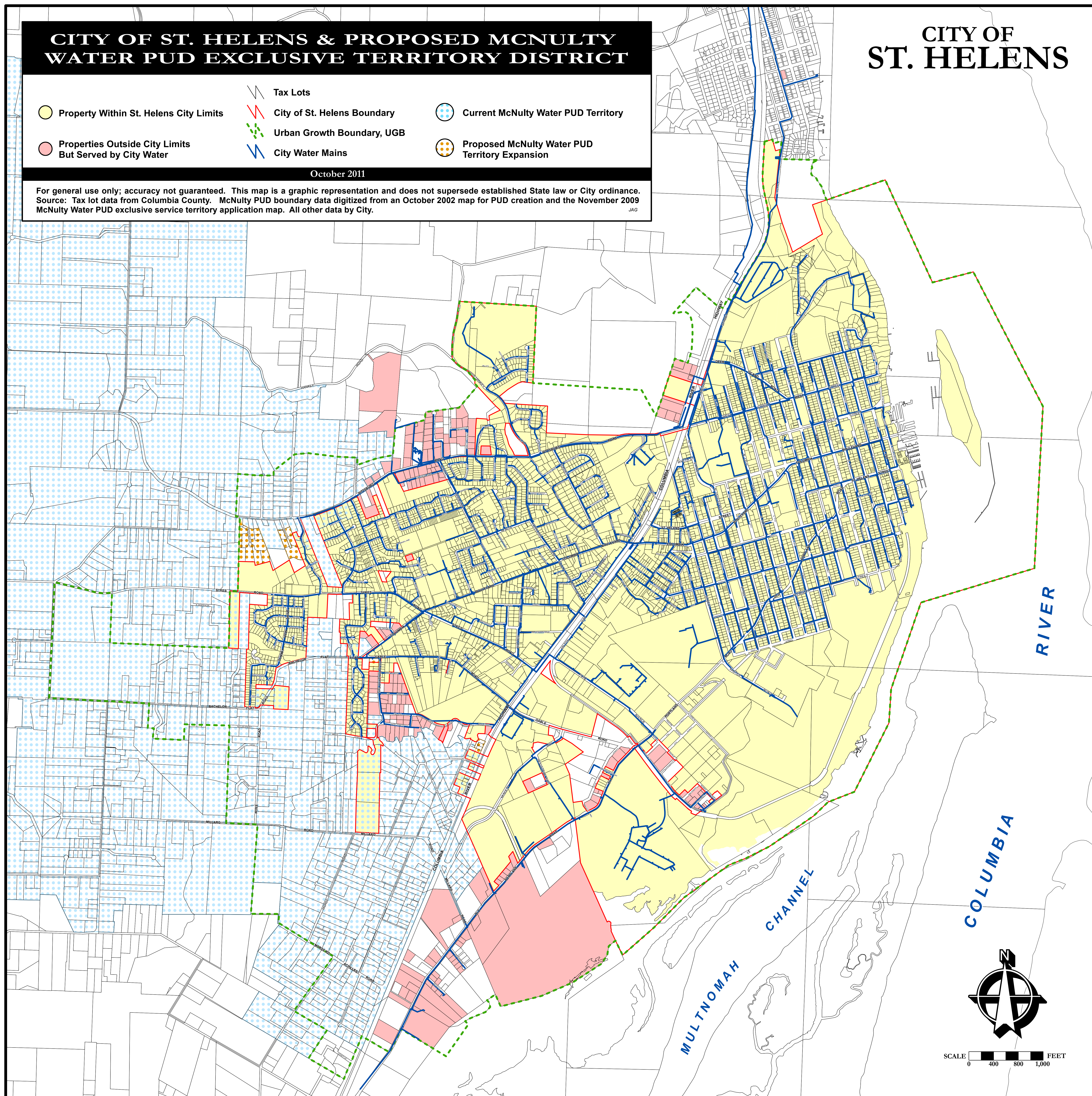
- Property Within St. Helens City Limits
- Properties Outside City Limits But Served by City Water
- Tax Lots
- City of St. Helens Boundary
- Urban Growth Boundary, UGB
- City Water Mains
- Current McNulty Water PUD Territory
- Proposed McNulty Water PUD Territory Expansion

October 2011

For general use only; accuracy not guaranteed. This map is a graphic representation and does not supersede established State law or City ordinance. Source: Tax lot data from Columbia County. McNulty PUD boundary data digitized from an October 2002 map for PUD creation and the November 2009 McNulty Water PUD exclusive service territory application map. All other data by City.

JAG

## CITY OF ST. HELENS





**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: \_\_\_\_\_  
 Title: City Administrator

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: City Recorder

**“TENANT”**

**7<sup>TH</sup> 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 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 Columbia        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ as the City Recorder 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 7<sup>th</sup> 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.

FOR PERMIT ONLY



Know what's below.  
Call before you dig. 1-800-332-2344 (OR 811)

ATTENTION:  
OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED  
BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE  
RULES ARE SET FORTH IN OAR 952-0-01-0010 THROUGH  
OAR 952-001-0090, YOU MAY OBTAIN COPIES OF THE  
RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE  
NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS  
1-800-332-2344 (OR 811))

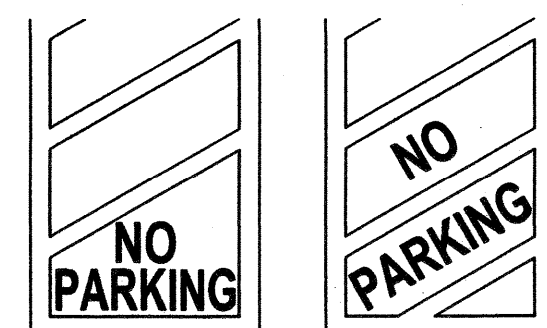
PARKING INFORMATION:

PRIVATE ASSIGNED PARKING: 10 SPACES  
VISITORS ASSIGNED PARKING: 2 SPACES  
PUBLIC VAN ACCESSIBLE ADA PARKING: 1 SPACE  
PUBLIC GENERAL PARKING: 5 SPACES

STRIPING PLAN & PAVING PLAN  
SCALE: 1" = 20'

OREGON TRANSPORTATION COMMISSION  
Standards for Accessible Parking Places  
August 2018

PAVEMENT MARKING LEGEND



18"  
12"  
60"  
**NO  
PARKING**

Pavement Marking Legend: White or Yellow, Retroreflective

The "No Parking" pavement marking is used to designate an access aisle reserved for persons use parking with a DMV permit. This marking shall be required for all access aisles next to accessible parking spaces. Engineering judgement should be used for placement location to give best visual location to prevent illegal use of access aisle. Yellow may be used instead of white to increase contrast between access aisle white lines and the "No Parking" legend.

Figure 7

OREGON TRANSPORTATION COMMISSION  
Standards for Accessible Parking Places  
August 2018

SIGN DESIGN  
SIGN NO. R7-8



Sign Background: White, Retroreflective sheeting  
Sign Legend: Green, Retroreflective sheeting  
Sign Symbol: White on Blue, Retroreflective sheeting

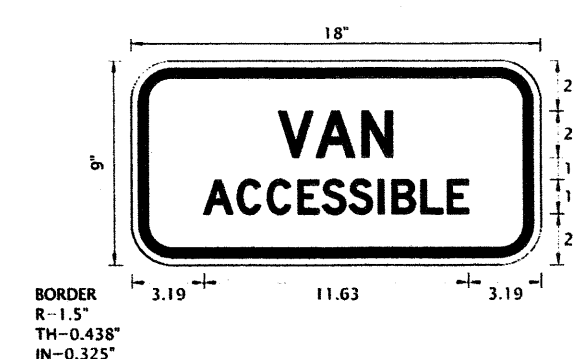
Refer to Standard Highway Signs book for details.

The Disabled Person parking sign is used to designate a parking area reserved for vehicles with DMV permit as stated.

Figure 8

OREGON TRANSPORTATION COMMISSION  
Standards for Accessible Parking Places  
August 2018

SIGN DESIGN  
SIGN NO. R7-8P



Sign Background: White, Retroreflective sheeting  
Sign Legend: Green, Retroreflective sheeting

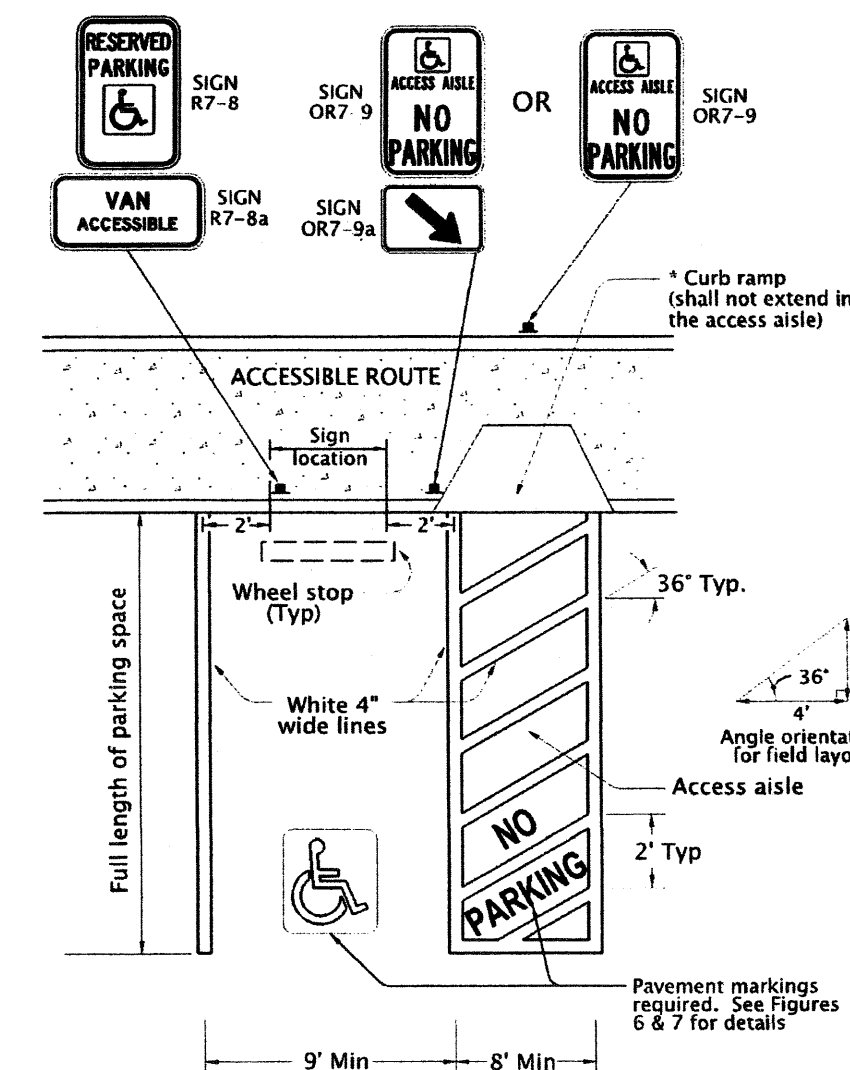
Refer to Standard Highway Signs book for details and dimensions.

The VAN-ACCESSIBLE sign shall only be used with sign R7-8 to designate the parking spaces that have an access aisle 8 ft or wider

Figure 9

OREGON TRANSPORTATION COMMISSION  
Standards for Accessible Parking Places  
August 2018

MINIMUM STANDARD  
SINGLE-ACCESSIBLE PARKING SPACE  
(VAN-ACCESSIBLE DESIGNATION REQUIRED)



\* Detectable warning surface required if curb ramp is located within public right-of-way

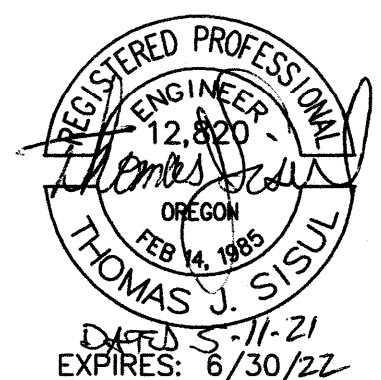
Figure 1

REVISED

RECEIVED

MAY 13 2021

CITY OF ST. HELENS



**SISUL ENGINEERING**  
375 PORTLAND AVENUE  
CLATSOP COUNTY, OREGON 97027  
(503) 667-0188

DATE 08-06-2020  
SCALE 20  
DRAWN AAH  
JOB SGT-20-Q26  
SHEET  
**C-9**  
9 OF 14

ST. HELENS  
8 UNIT COMPLEX  
relevant building company

STRIPING PLAN &  
PAVING PLAN

REVISIONS	
10-12-2020	AAH
2-2-2021	JJM
5-11-2021	JJM

# 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:**

**CONTRACTOR:**

**CITY OF ST. HELENS**

**OREGON PATROL SERVICE**

Council Meeting Date: 12/1/21

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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 1<sup>st</sup> 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
<b>General Liability</b>	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			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	NO
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
<b>Professional Liability</b>	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.



## City of St. Helens, Oregon

## APPLICATION FOR PLACEMENT OF DONATED ITEMS ON PUBLIC PROPERTY

Filed by: SHANE WELLIVER

Application No: \_\_\_\_\_

Organization: CCMH

Date Filed: \_\_\_\_\_

Address: P.O. Box <sup>1234</sup> ~~1334~~ ST. HELENS OR 97051

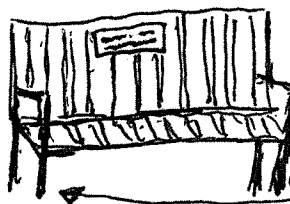
Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Detailed Description of Donated Item (attach additional pages, drawings, diagrams and photos, as necessary)

6' PARK BENCH STEEL SLAT, GREEN. (SEE ATTACHED PAPER)

4" x 6" ALUMINUM PLAQUE (SEE ATTACHED PAPER &amp; DESCRIPTION OF WHAT WILL BE WRITTEN ON IT.)

MEMORIAL  
BENCHBENCH WILL BE  
MOUNTED TO CEMENT.

Location (include reasons for location choice) IN FRONT OF JORDAN CENTER - 297 1ST ST. ST. HELENS OR 97051. PLACED IN FRONT OF WINDOW, CLOSER TO THE DOOR. (THIS WOULD ALLOW ADA PASSAGE) THIS SPOT WAS CHOSEN BECAUSE THE CLIENT PASSED AWAY & WAS INSTRUMENTAL IN ESTABLISHING THE JORDAN CENTER

Placement (who, how, when) CCMH FACILITIES WOULD WORK WITH PUBLIC WORKS TO PLACE, LEVEL, & SECURE BENCH. THIS WOULD BE DONE AT THE CONVENIENCE OF THE CITY WORK, AFTER GOING THROUGH ALL APPROVAL PROCESSES.

Term (length of time you would like the donated item to remain in place) AS LONG AS CCMH RENTS THE BUILDING, OR PERMANENTLY, DEPENDING ON CCMH OR THE CITY OF ST. HELENS.

Maintenance (required maintenance and who will be expected to perform) CCMH WOULD MAINTAIN THE BENCH & KEEP IT CLEAN IF PUBLIC WORKS WAS NEEDED, WE WOULD ASK FOR ASSISTANCE.

Signature

Signing this document means that you have read and understand the City's policy concerning the placement of donated items on City property, and that you, and by extension everyone belonging to the organization on behalf of whom you are filing this application, accept the terms and conditions as set forth in the Policy section of this document.

RECEIVED

NOV 15 2021

## City of St. Helens, Oregon

## APPLICATION FOR PLACEMENT OF DONATED ITEMS ON PUBLIC PROPERTY

Filed by: Mouhammad Zaher

Application No: \_\_\_\_\_

Organization: Public WorksDate Filed: 11/23/2021

Arts & Cultural or Parks Commission			
	approve	approve w/ changes	decline
Concept:			
Location:			
Term:			
Maintenance:			

Council - Concept			
	approve	approve w/ changes	decline
Concept:			
Location:			
Term:			
Maintenance:			

Public Works			
	approve	approve w/ changes	decline
Design: <u>N/A</u>			
Location: <u>297 1<sup>st</sup> St</u>		<u>No Bolts</u>	
Term: <u>Long Term</u>			
Maintenance: <u>Owner Responsibility</u>		<u>Replace with Wooden Bench</u>	

Community Development			
	approve	approve w/ changes	decline
Design:			
Location:			
Term:			
Maintenance:			

**City of St. Helens, Oregon**  
**APPLICATION FOR PLACEMENT OF DONATED ITEMS ON PUBLIC PROPERTY**

Filed by: \_\_\_\_\_

Application No: \_\_\_\_\_

Organization: \_\_\_\_\_

Date Filed: \_\_\_\_\_

<b>Other agency: _____ name: _____</b>			
	approve	approve w/ changes	decline
Design:			
Location:			
Term:			
Maintenance:			

<b>Other agency: _____ name: _____</b>			
	approve	approve w/ changes	decline
Design:			
Location:			
Term:			
Maintenance:			

<b>Other agency: _____ name: _____</b>			
	approve	approve w/ changes	decline
Design:			
Location:			
Term:			
Maintenance:			

<b>Council - Final</b>			
	approve	approve w/ changes	decline
Design:			
Location:			
Term:			
Maintenance:			

**City of St. Helens**  
**RESOLUTION NO. 1547**

**A RESOLUTION TO APPROVE A POLICY AND APPLICATION  
FOR THE ACCEPTANCE AND PLACEMENT OF DONATED ITEMS  
ON CITY PROPERTY**

**WHEREAS**, the City of St. Helens ("City") recognizes the desire on the part of citizens to place donated items on public property; and

**WHEREAS**, over the years, a number of such items have been placed in various public locations around the City, some with approval and some without approval; and

**WHEREAS**, a policy should be adopted so that donors of such items have a clear understanding of the terms under which the City will allow the placement of such items and to provide a policy and procedure for the donation of items which addresses the concerns of the citizens and the needs of the City.

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

**Section 1. Consideration of Request.** The City will consider, on a case-by-case basis, the request of any person or group of persons to place a donated item or items on public property, provided the approved procedure has been followed, and so long as the donated property meets or exceeds standards for construction and materials or species in the case of trees or shrubs.

Benches shall be made of wood and shall be contoured or flat styled pedestal outdoor benches, unless an alternative material is approved by the City Arts & Cultural Commission and/or Parks Commission. Alternative materials may be approved if the donor can show that circumstances exist that make it appropriate to use the alternative material. Benches must be purchased through a City approved manufacturer. A brass plaque in a size not to exceed 2½ x 6 inches in size may be affixed to the bench.

Trees planted in City facilities must be at least 2 inches in caliper, native to the area and fit within the existing landscape scheme of the park or the adopted tree plan for the park, as determined by the City Arts & Cultural Commission and/or Parks Commission.

Plaques may only be placed in conjunction with a bench or a tree, not as a stand alone feature. Plaques set in concrete, aggregate rock or a boulder must be made of bronze and be no larger than 8½ x 11 inches in size. Plaques affixed to benches may not exceed 2½ x 6 inches in size. No other plaques shall be allowed. Plaque design shall be approved by the City Arts & Cultural or Parks Commission.

**Section 2. No Guaranteed Approval.** Consideration of an application by the City does not guarantee approval. The City reserves the right to deny any application for placement of a donated item or items.

**Section 3. Additional Agency Approval.** City Council and staff will determine which additional agencies, if any, must review the application and grant written approval.

**Section 4. Items Sole Property of the City.** Items donated and placed on City property become the sole property of the City at the time of placement.

**Section 5. Disposition of Donated Items.** City Council shall determine the useful life span of a donated item and shall determine the disposition of the item if the item is damaged, destroyed or reaches the end of its life span.

**Section 6. No Guarantee or Obligation.** The City cannot guarantee the security of items donated, including works of art or memorials, and placed on public property. Placement on public property does not obligate the City to repair or replace the item.

**Section 7. Removal of Items.** City Council will have the authority to remove donated items temporarily or permanently at City Council's sole discretion.

**Section 8. Alternate Election.** If the City elects not to repair or replace damaged items permanently or to remove an item, the City will endeavor to contact the original donor(s), and, if contact is made, the donor will be given the opportunity to repair or remove the item. Repair of an item does not obligate Council to allow replacement or relocation of the item.

**Section 9. Damaged Items.** Damaged items which are not repaired, replaced, or recovered by donors within the time period specified by staff may be discarded at the discretion of the City Council.

**Section 10. Procedure.** The City Council hereby adopts the following procedure for considering the donation of items to be placed on public property:

- a. Completed application submittal on City approved form.
- b. Presentation to Arts & Cultural Commission and/or Parks Commission for concept approval.
- c. Presentation to Council for concept approval.
- d. City departmental approvals.
- e. Other agency approvals.
- f. Final Council approval.
- g. Coordination with Public Works and other outside agencies as necessary for placement.


**Section 11. Form of Application.** The form of application referenced in Section 10(a) above shall be similar if not exactly as outlined in Exhibit A attached.

Passed and adopted by the City Council this 18<sup>th</sup> day of **August, 2010**, by the following vote:

Ayes: Morten, Locke, Martyn, Barlow, Peterson

Nays: None

Approved by the Mayor: August 18, 2010

  
\_\_\_\_\_  
Randy Peterson, Mayor

ATTEST:

  
\_\_\_\_\_  
Kathy Payne, City Recorder



Deliver to Amy  
Warren 97053

All ▾ 6' park bench steel slats, green

Bill - Amy  
Account & Lists ▾ Returns  
& Orders

8

Subtotal  
\$716.22

All Buy Again Shopper Toolkit Amazon Live Health &amp; Household Beauty &amp; Personal Care

New Amazon devices from \$49.99

Amazon Home Shop by Room Discover Shop by Style Home Décor Furniture Kitchen &amp; Dining Bed &amp; Bath Garden &amp; Outdoor Home Improver

amazon pharmacy

The pharmacy that really delivers

Learn more ›

◀ Back to results



Roll over image to zoom in



## 6' Park Bench, Steel Slat, Green

Visit the Global Industrial  
Store

2 ratings

Price: \$849.83

Frame Alloy Steel  
Material

Color Green

Brand Global Industrial

Item 171 Pounds  
Weight

### About this item

- Finished In Thermoplastic Powder, This Durable Bench Can Withstand Even The Harshest Outdoor Climates
- Pre-drilled mounting holes allow the option to mount to any surface
- Ships fully assembled.

Compare with similar items

New (2) from \$849.83 & FREE  
ShippingReport incorrect product  
information.

\$849.83

FREE delivery **October 7 - 14.**  
Details

Deliver to Amy - Warren 97053

In stock.

Usually ships within 4 to 5 days.

Qty: 1

Add to Cart

Buy Now

Secure transaction

Ships from and sold by  
IndustrialSupplies.Return policy: Returnable within  
30 days of receipt

### Add a Protection Plan:

- ☐ 5-Year Outdoor Furniture  
Accident Protection Plan for  
\$149.99
- ☐ 3-Year Outdoor Furniture  
Accident Protection Plan for  
\$104.99

1-Click ordering is not available for  
this item.

Add to List

New (2) from  
\$849.83 & FREE Shipping

Have one to sell?

Sell on Amazon

Sponsored

### Buy it with



Total price: \$1,160.97

Add all three to Cart

Some of these items ship sooner than the others. Show details

- ✓ This item: 6' Park Bench, Steel Slat, Green \$849.83
- ✓ Global Industrial Terracotta Outdoor Ashtray, 1-1/2 Gallon \$51.14
- ✓ Safco Products Canmeleon Outdoor/Indoor Recessed Panel Trash Can with Ash Urn 9477BL, Black, Decor

372

Sponsored

Deliver to Amy  
March 9/10/14

Sports &amp; Outdoors ▾

Sign in or  
Account & Lists

8

Subtotal  
\$166.21

All Buy Now Deals Deals by Item Deals by Price Deals by Brand Deals by Color Deals by Size Deals by Material

(New Amazon Prime members \$249.99)

Sports &amp; Outdoors Sports &amp; Fitness Outdoor Recreation Sports Fan Shop Sports Deals Outdoor Deals

Be Well

with Dr. Jess Clemons

Listen now

audible

Patio, Lawn &amp; Garden ▸ Outdoor Décor ▸ Yard Signs



## Outdoor Casting Aluminum Plaque Black/Silver

Brand: Order Fast Awards

27 ratings

| 6 answered questions

Price: \$48.99

Get \$20 off instantly: Pay \$28.99  
upon approval for the Amazon  
Store Card.

Size:

4

- Silver Aluminum 4"x6" Casting
- 4 Corner Holes and Hardware for Mounting
- Anodized All Weather Black UV Protected Aluminum
- Engraves Classic Silver
- FREE ENGRAVING

Report incorrect product  
information.

This product needs to be  
customized before adding to  
cart.

[Customize Now](#)

Share

Have one to sell?

[Sell on Amazon](#)

Sponsored

Click image to open expanded view

25

Sponsored

### Buy it with



Total price: \$87.97

[Add all three to Cart](#)

Some of these items ship sooner than the others. Show details

- ☑ **This item:** Outdoor Casting Aluminum Plaque Black/Silver \$48.99
- ☑ Private Property No Trespassing Sign, (4 Pack) Rectangle Brown Background Sign, 3x12 Inches, Rust Free .040 Alumi... \$19.99 (\$5.00/Item)
- ☑ Private Property No Trespassing Signs (4 Pack) 10" x 7" 40 Mil Non-Rust Aluminum Metal Reflective Sign Profession... \$18.99 (\$4.75/Item)

### Products related to this item

Sponsored

In Memory of Peter Snell

1964-2021

Master Gardener, Helper, Friend to Many

"Sit and Stay Awhile"

Donated by NAMI Columbia County

## 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 ~~\$205~~0,000 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 1<sup>st</sup> 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 B~~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 B~~board member may be removed from the ~~commission~~board, for cause, following a hearing before the city council. A ~~commissioner~~board 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 ~~commission~~board.

~~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)



## Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: December 1, 2021

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GFOA Budget Award Letter attached.

Planning Division Report attached.

Business Licenses Reports attached.

Suggestion Box Report attached.



Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

November 9, 2021

Matthew Brown  
City of St. Helens  
265 Strand St  
St. Helens, OR 97051

Dear Matthew Brown:

Your government should have recently received electronic correspondence that your 2021 budget qualifies for GFOA's Distinguished Budget Presentation Award. To commemorate that achievement, enclosed is a medallion which can be added to your existing plaque as a testament to the government's commitment to producing annual reports that evidence the spirit of full disclosure and transparency.

Congratulations again.

Sincerely,

Michele Mark Levine  
Director, Technical Services Center



# CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



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

**Date:** 11.22.2019

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

## PLANNING ADMINISTRATION—MISC.

Responded to a county referral at 2125 Gable Road. **See attached.**

I was hoping to start working on the Development Code amendments related to residential beyond duplexes as was completed this year. The Thanksgiving holiday season is a traditional time to start such an effort. Unfortunately, not this year. Fingers crossed the Christmas season will allow a jump start in that effort.

## DEVELOPMENT CODE ENFORCEMENT

In the June, July and October department reports, I mentioned an unlawful structure case on the 400 Block of Greycliffs Drive. The person responsible has now been before the judge with a court mandate timeline of compliance by Dec. 2<sup>nd</sup>.

In the July, August and September department reports, I mention 264 N. Columbia River Highway. Due to no proactive efforts towards compliance from the tenant or owner, I asked code enforcement to get involved. The activity lacks both a business license and land use permitting, amongst other issues.

As a tool for certain enforcement actions, I am looking at using a provision that allows discontinuance of water service. Attempting to consult with legal counsel.

## PLANNING COMMISSION (& acting HISTORIC LANDMARKS COMMISSION)

November 9, 2021 meeting (outcome): The Commission held public hearing for three annexations and recommended approval of all to the Council.

December 14, 2021 meeting (upcoming): Two public hearings are scheduled. One is for an annexation of property on the corner of US30 and First Street (by Les Schwab Tires). The other is for a Variance to allow a residential accessory structure larger than the normal maximum size at 2705 Columbia Boulevard.

If we are lucky, the Commission will discuss the outcome of the Planning Commission Interview Committee's candidate interviews for the vacancy we have. The deadline for potential applicants was November 19, 2021 and we received a few. We'll see if we can manage

interviews in a short timeframe with the holiday season; otherwise, this may need to be on a 2022 agenda for the Commission.

## **GEOGRAPHIC INFORMATION SYSTEMS (GIS)**

Quarterly data updates this month.

Our City Engineer was spearheading the 2021 Aerial Imaging and GIS Update Request for Proposal (RFP) (Dec. 2<sup>nd</sup> deadline) and abruptly retired this month. I assumed some involvement, but the vacancy of that position will increase my level of involvement. Glad this is starting though; we've been talking about it for YEARS. There have been several inquiries about the RFP so many proposals are anticipated.

## **ST. HELENS INDUSTRIAL BUSINESS PARK PROPERTY**

The Council authorized infrastructure, etc. planning for "phase 1" of the parcellation plan for this property at their November 17, 2021 regular session.

**ASSOCIATE PLANNER**—*In addition to routine tasks, the Associate Planner has been working on:*  
**See attached.**

October 20, 2021

REFERRAL AND ACKNOWLEDGMENT

To: City of St. Helens

NOTICE IS HEREBY GIVEN that Nicolas Vipond, representing Waste Connections, Inc. has submitted an application for a Design Review to install a 312 square foot prefabricated office trailer with stairs as accessory to the existing use. The subject property is located at 2125 Gable Rd. The subject property is zoned Light Industrial (M-2). The site contains 1.15 acres and is identified as Tax Map No. 4109-BB-01900. DR 21-05

THIS APPLICATION IS FOR: (X) Administrative Review; ( ) Planning Commission, Hearing Date:

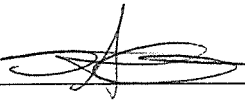
PLEASE RETURN BY: November 1, 2021

Planner: Ginger Davidson

The enclosed application is being referred to you for your information and comment. Your recommendation and suggestions will be used by the County Planning Department and/or the Columbia County Planning Commission in arriving at a decision. Your prompt reply will help us to process this application and will ensure the inclusion of your recommendations in the staff report. Please comment below.

1. ☒ We have reviewed the enclosed application and have no objection to its approval as submitted.
2. ☒ Please see attached letter or notes below for our comments.
3. ☐ We are considering the proposal further, and will have comments to you by \_\_\_\_\_.
4. ☐ Our board must meet to consider this; we will return their comments to you by \_\_\_\_\_.
5. ☐ Please contact our office so we may discuss this.
6. ☐ We recommend denial of the application, for the reasons below:

COMMENTS: PROPOSAL IS OK. AGREE THAT SMALL OFFICE IS AN ACCESSORY USE TO THE EXISTING PRINCIPAL USE OF THE SUBJECT PROPERTY. SEE ATTACHED FOR ADDITIONAL INFO.

Signed:  Printed Name: JACOB GRAFCHEN  
Title: CITY PLANNER Date: OCT. 27, 2021



## CITY OF ST. HELENS PLANNING DEPARTMENT

# MEMORANDUM

---

**TO:** Ginger Davidson, Planner, Columbia County  
**FROM:** Jacob A. Graichen, AICP, City Planner  
**RE:** Columbia County file DR 21-05  
**DATE:** October 27, 2021

---

### **Zoning/Comprehensive Plan Designation:**

The subject property has a city Comprehensive Plan designation of Unincorporated Light Industrial. If annexed, the property would be zoned Light Industrial (LI).

Equipment/vehicle repair and storage is a permitted use in the city's LI zoning district.

The present use noted by the applicant on the county's General Land Use Permit application notes "commercial – vehicle repair facility." The property is also used for storage too (e.g., waste containers and portable privies). An observed use technicality.

### **City Utilities:**

City public water main is within abutting rights-of-way and available if needed.

City public sanitary sewer is not immediately available but if needed, a gravity sanitary sewer line could be extended southwesterly (500+ feet) to serve the site.

Connection to a city utility will require a consent to annex into the city of St. Helens.

**COLUMBIA COUNTY  
LAND DEVELOPMENT SERVICES**

COURTHOUSE  
230 STRAND  
ST. HELENS, OREGON 97051  
(503) 397-1501

192-21-000225-PLNG

General Application

No. DR 21-05 File

**GENERAL LAND USE PERMIT APPLICATION**

**TYPE OF PERMIT:**

\_\_\_\_ Zone Change  
\_\_\_\_ Temporary Permit  
  X   Site Design Review  
\_\_\_\_ Resource Management Plan

Other: \_\_\_\_\_

**APPLICANT:** Name: Nicholas Vipond

Mailing address: 1500 SW 1st Avenue, Suite 240, Portland, OR 97201

Phone No.: Office 503-932-3002x123 Home \_\_\_\_\_

Email: nicholasv@livermoreAE.com

Are you the \_\_\_\_\_ property owner?   X   owner's agent?

**PROPERTY OWNER:** \_\_\_\_\_ same as above, OR: Michellec@wasteconnections.com

Name: Waste Connection, INC. attn. Yuta Naganuma

Mailing Address: 501 SE Columbia Blvd. Vancouver WA 98661

Email: yuta.naganuma@wasteconnections.com 360-216-9263

**PROPERTY ADDRESS** (if assigned): 2125 Gable Road, St. Helens, OR 97051

**TAX ACCOUNT NO.:** 4109-BB-01900 Acres: 1.15 Zoning: M-2 (light industrial)

\_\_\_\_ Acres: \_\_\_\_\_ Zoning: \_\_\_\_\_

\_\_\_\_ Acres: \_\_\_\_\_ Zoning: \_\_\_\_\_

**PRESENT USES:** (farm, forest, bush, residential, etc.)

Use:

Approx. Acres

Commercial - Vehicle Repair Facility

\_\_\_\_\_  
Total acres (must agree with above): \_\_\_\_\_

General Application

File  
No. \_\_\_\_\_

**PROPOSED USES:**

No Change to existing use. Proposed installation of 312sf prefabricated office trailer, ramp, and stair  
as accessory to existing use.

**WATER SUPPLY:**

Unknown. No change to  
existing plumbing or sanitary.

\_\_\_\_ Private well.  
Yes \_\_\_\_ No

Is the well installed? \_\_\_\_

\_\_\_\_ Community system.

Name \_\_\_\_\_

**METHOD OF SEWAGE DISPOSAL:**

\_\_\_\_ Community Sewer. Name \_\_\_\_\_  
☒ Not applicable.  
\_\_\_\_ Septic System.

If Seplic, does the subject property already have a system? \_\_\_\_ Yes \_\_\_\_ No

If no, is the property approved for a Septic System? \_\_\_\_ Yes \_\_\_\_ No

**CONTIGUOUS PROPERTY:** List all other properties you own which have boundary lines touching this property:

<u>Tax Account No.</u>	<u>Acres</u>	<u>Co-owners (if any)</u>
4109-BB-01800	1.14	
4109-BB-02000	0.56	

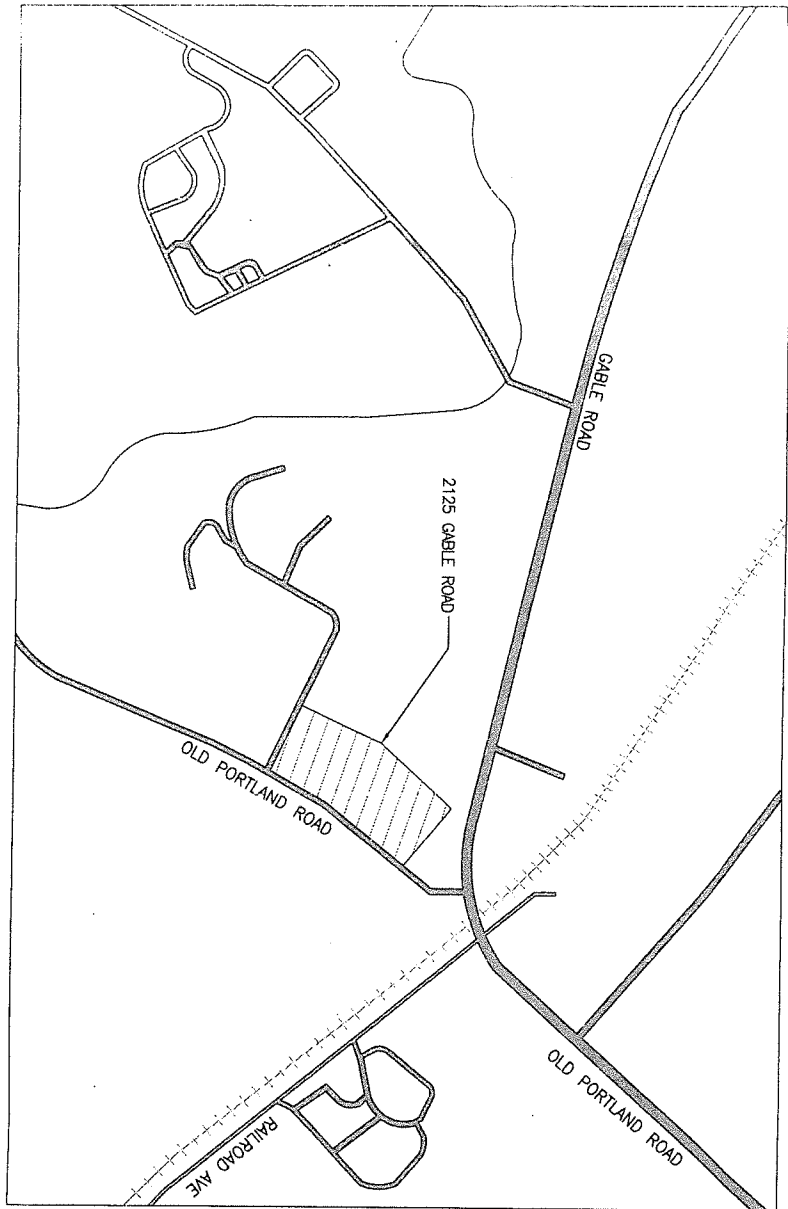
**CERTIFICATION:**

I hereby certify that all of the above statements, and all other documents submitted, are accurate and true to the best of my knowledge and belief.

Date: 05/17/2021 Signature: Nicholas Vipond



**NOTE:** Please attach an accurate and detailed plot plan, including property lines, existing and proposed structures, location of septic tank and drain field, farm - forest areas, large natural features



**1 VICINITY MAP**  
NORTH  
T101  
NOT TO SCALE

**GENERAL NOTES**

- THE CONTRACTOR SHALL HAVE A FULL SET OF THE PROJECT SITE AT ALL TIMES
- ALL WORK SHALL COMPLY WITH THE LOCAL JUR
- THE CONTRACTOR SHALL VERIFY ALL EXISTING C WORK PRIOR TO THE START OF CONSTRUCTION

**GENERAL**

ACCOUNT NUMBER
MAP TAXLOT NUMBER
ZONING
SITE AREA

**GENERAL**

EXISTING BUILDING 1 FOOT PRINT
EXISTING BUILDING 2 FOOT PRINT
PREFABRICATED OFFICE TRAILER FOOT PRINT

**2 SITE PLAN**  
TRUE PLAN  
NORTH NORTH  
T101  
1" = 40'-0"

CONSTRUCTION WAY

(E) LANDSCAPING

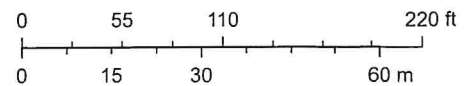


# DR 21-05, Aerial Map



5/20/2021, 10:42:17 AM

1:1,200



- Override 1
- Taxlots
- Sections
- Township & Range
- City Limits
- Railroads
- Minor Roads
- Arterial Roads
- Oregon State Aerial - 2018
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

Oregon Statewide Imagery Program (OSIP) - Oregon Imagery Framework Implementation Team, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



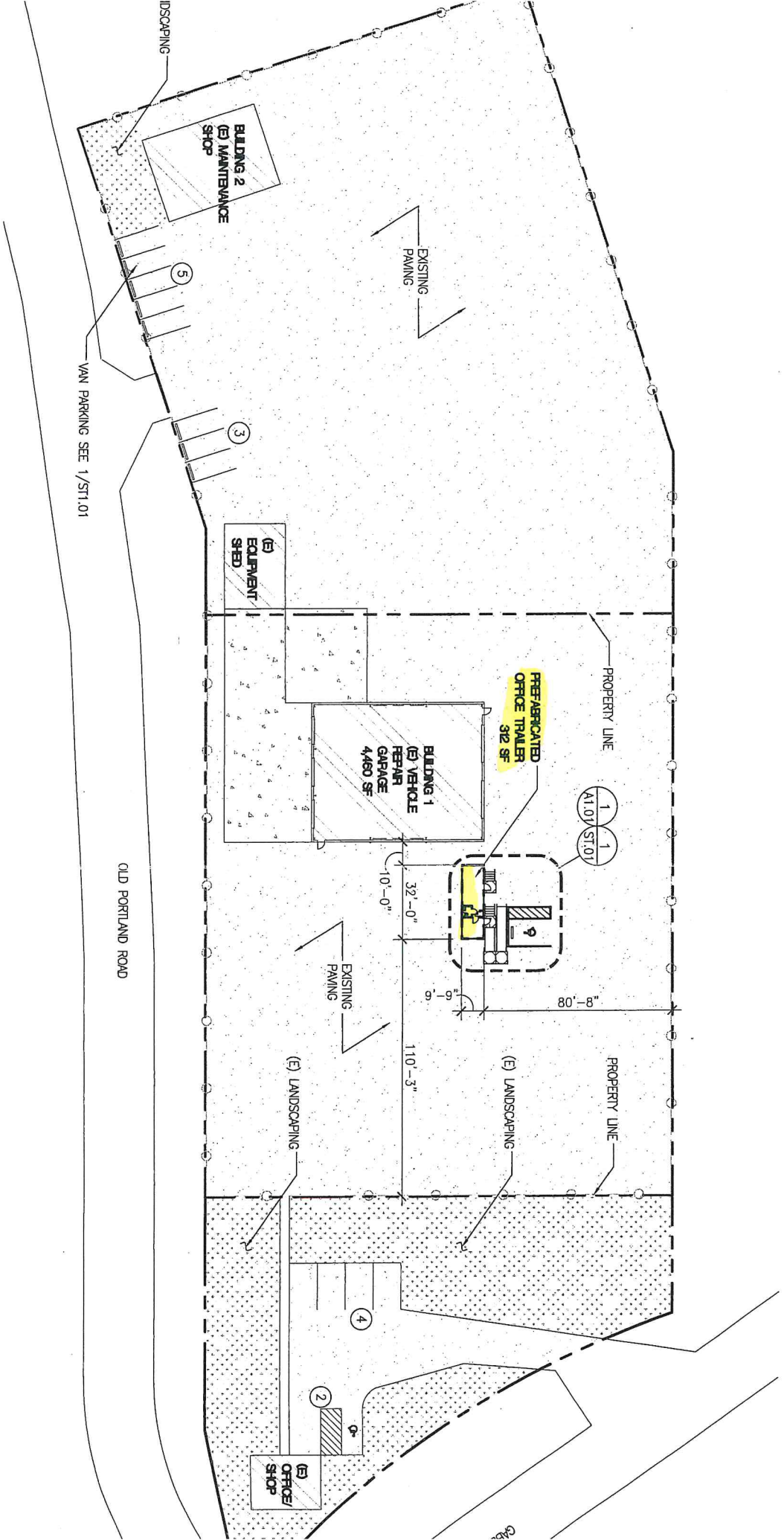
ED SUBMITTALS

ITEM REFERRED SUBMITTALS TO BE SUBMITTED TO THE AUTHORITY HAVING JURISDICTION AT A  
ED N AMP AND STAIR (OTHERS)

ED "BY CONTRACTOR," CONTRACTOR SHALL PROVIDE COMPLETE DESIGN DRAWINGS AND  
STAMPED BY A LICENSED ENGINEER. DRAWINGS SHALL BE SUBMITTED TO ARCHITECT FOR REVIEW.  
EW BY THE ARCHITECT. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING DRAWINGS AND  
TO THE AUTHORITY HAVING JURISDICTION AND FOR ANY REQUIRED PLAN CHECK OR PERMIT FEES.

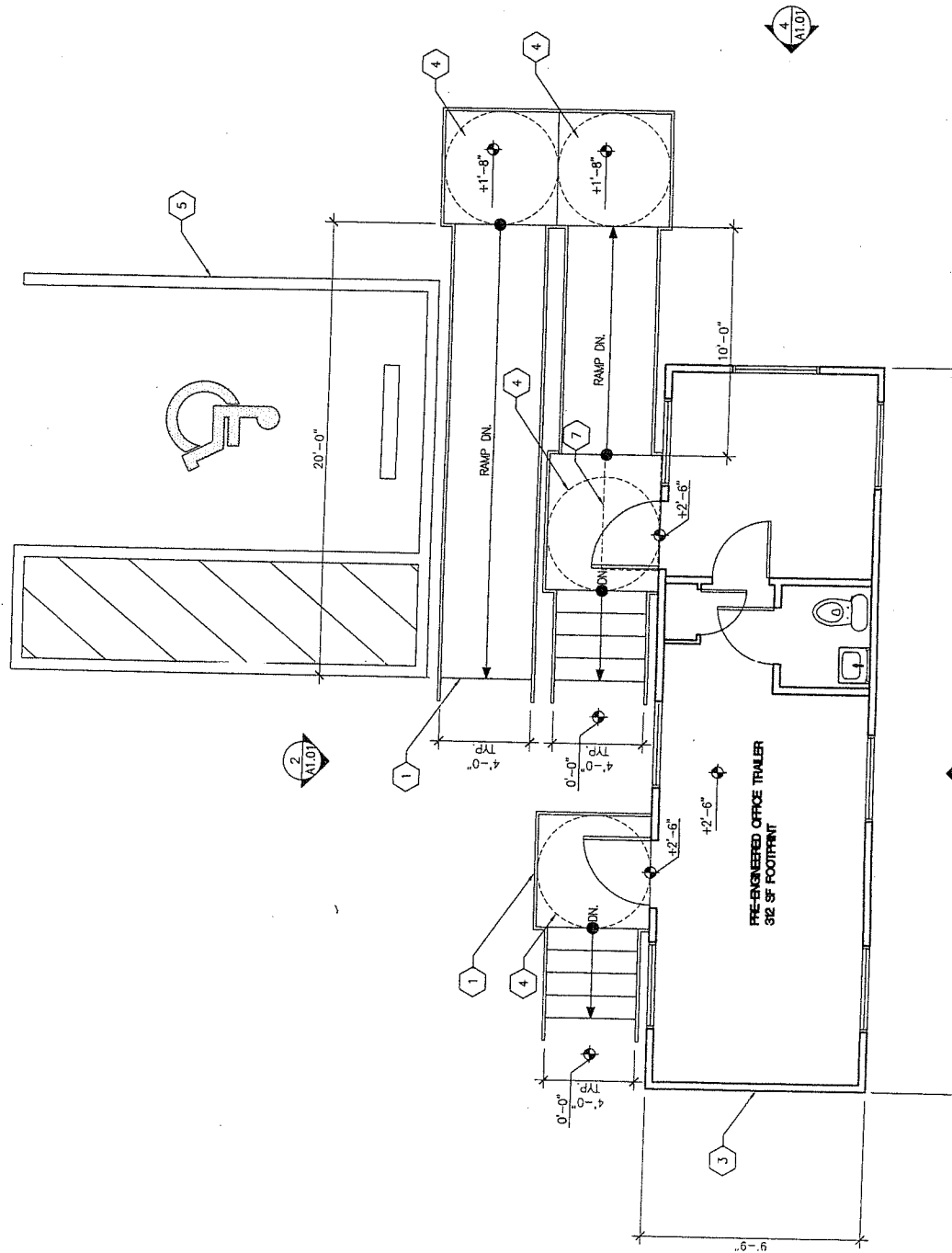
EMAIL: yuta.naganuma@wyleconnections.com  
CONTACT: GARY LIVERMORE, P.E., ARCHITECT  
1500 SW FIRST AVE, SUITE 240  
PORTLAND, OR 97239  
PHONE: (503) 892-3002  
EMAIL: gary@livermorede.com

LIVERMORE ARCHITECTURE & ENGINEERING, INC. STRUC



- 2 5'-0" MINIMUM STAIR AND RAMP
- 3 9'-9" WIDE X --SEE DRAWING
- 4 5'-0" MINIMUM
- 5 VAN ACCESSIBLE
- 6 FOUNDATION SKI
- 7 4'-0" X 5'-0"

Item #8.

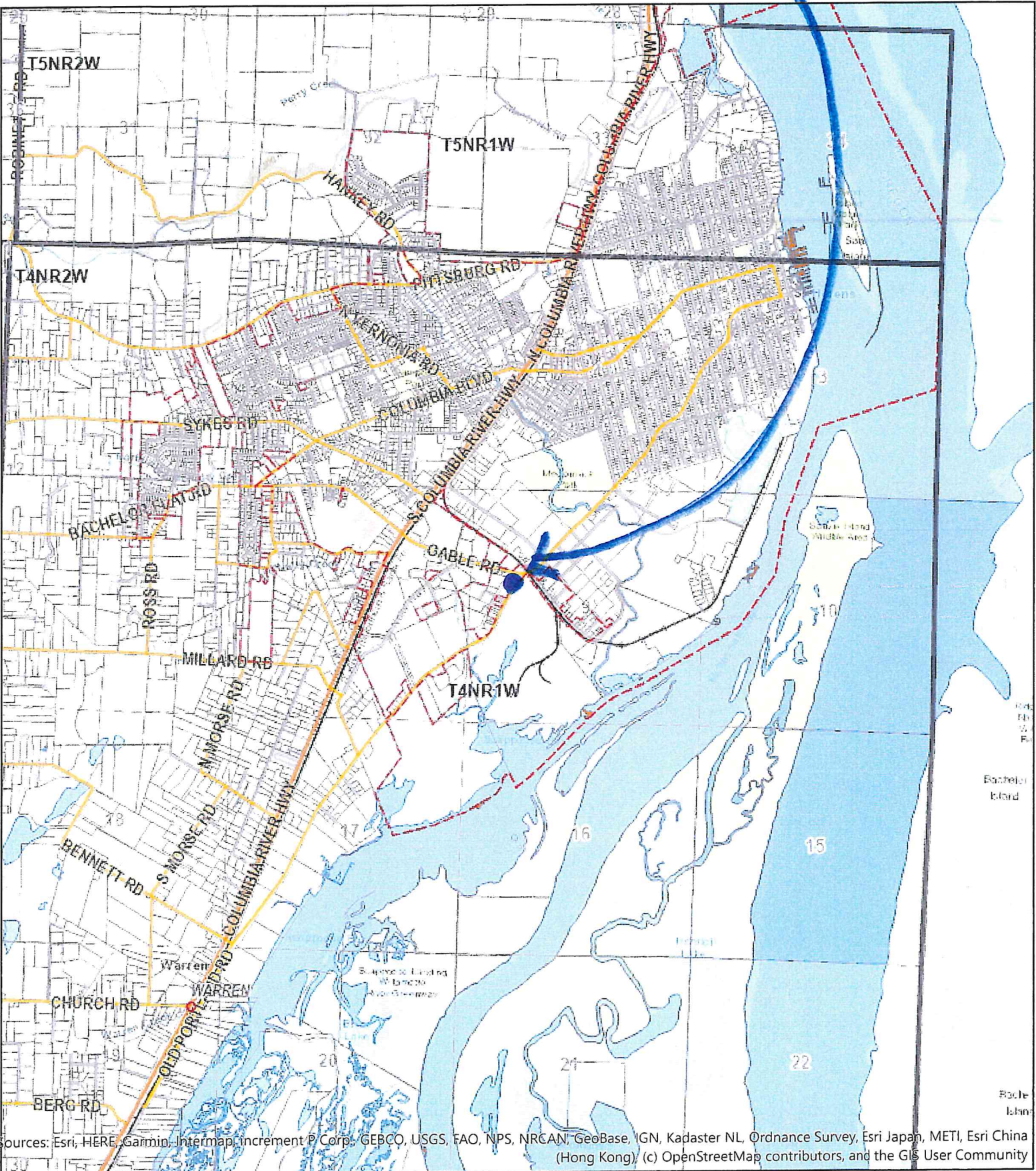






# DR 21-05, Vicinity Map

Item #8.



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

5/20/2021 10:49 AM

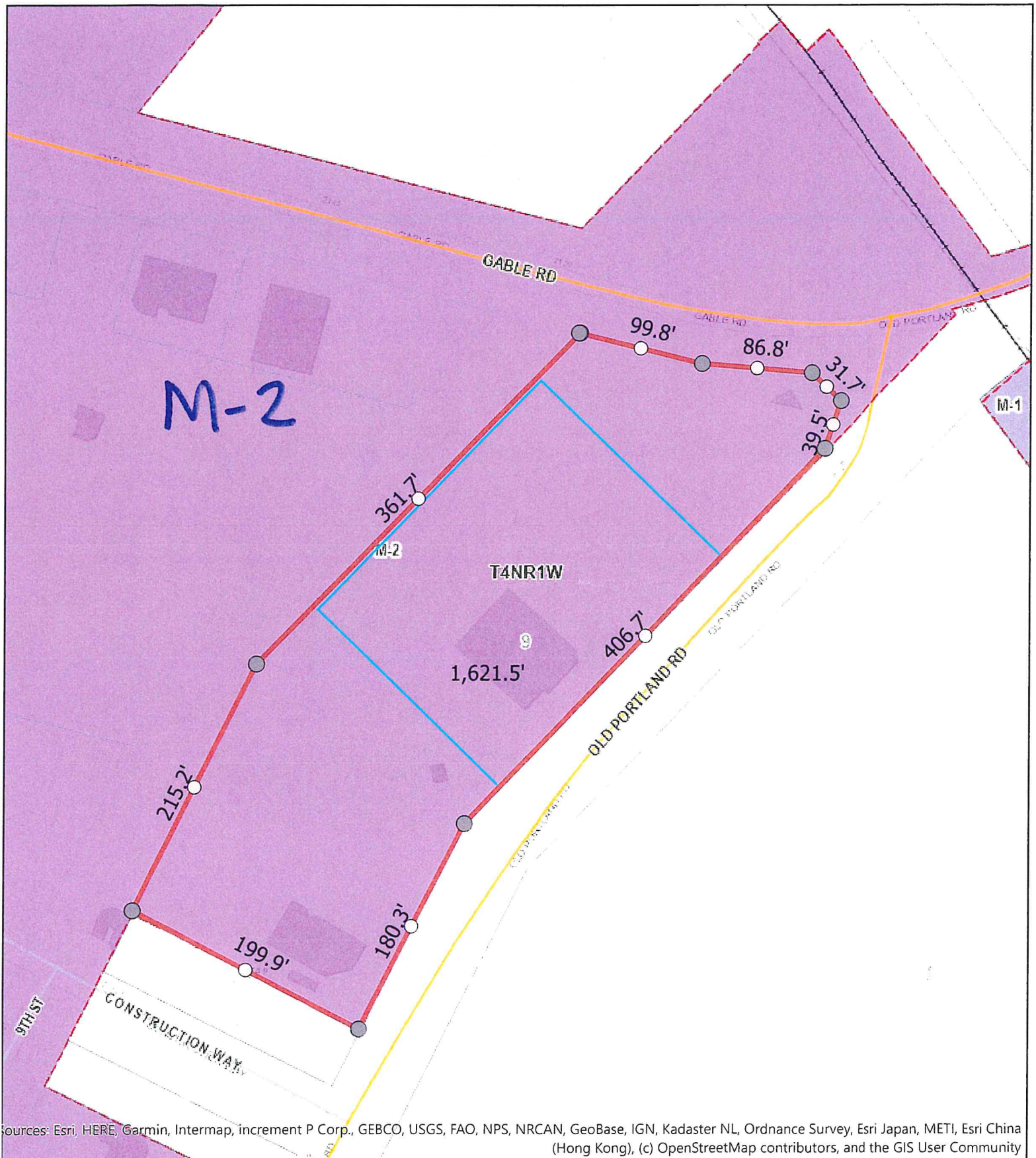
**Disclaimer:** This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map





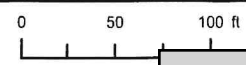
# DR 21-05, Zoning Map

Item #8.



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

5/20/2021 10:45 AM

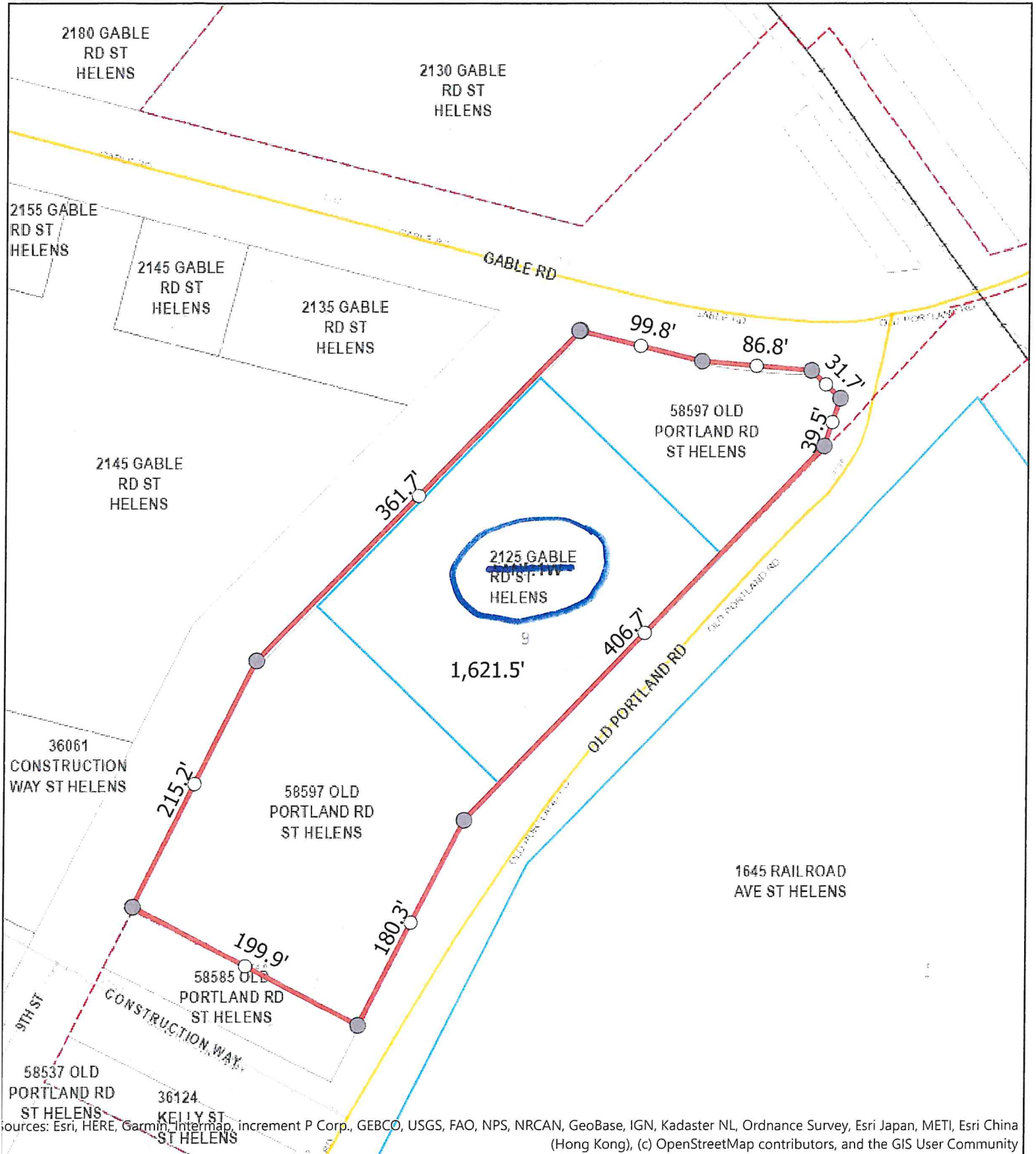


**Disclaimer:** This map was produced using Columbia County GIS data. The GIS data is maintained by the County to support its governmental activities and is subject to change without notice. This map should not be used for survey or engineering purposes. Columbia County assumes no responsibility with regard to the selection, performance or use of information on this map



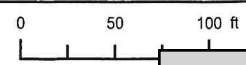
# DR 21-05, Address Map

Item #8.



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

5/20/2021 10:47 AM



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**From:** [Jennifer Dimsho](#)  
**To:** [Jacob Graichen](#)  
**Subject:** November Planning Department Report  
**Date:** Monday, November 22, 2021 10:54:18 AM

---

Here are my additions to the November Planning Department Report.

## GRANTS

1. **OPRD - Local Government Grant – Campbell Park Improvements** - 6-month grant extension granted for the COVID-19 related delay of court surfacing materials. New deadline is April 2022. Concrete pad poured. Waiting on dry weather for PW to finish grading of stormwater area (plants ordered and pick up, soil delivered). Fencing is up. Basketball hoops installed. Surfacing materials arrived and is waiting at warehouse for installation.
2. **CDBG- Columbia Pacific Food Bank Project** – JH Kelly continuing \$1.6 million construction bid. Tracking all requests for information and submittals to ensure questions are answered. Received approval from state for ~16 Change Orders. Will need to submit a final budget amendment and timeline extension. Delay is mostly due to # of Change Orders and COVID-19 relayed lead times for construction materials. Deadline is Dec 31, 2021, but may be granted a 6-month time extension by the state.
3. **Safe Routes to School - Columbia Blvd. Sidewalk Project** – Construction timeline provided by David Evans, who is working through design/engineering process. Worked through change to schedule to allow an additional year for bidding the project to allow the County to replace a culvert which collapsed in 2020 during a heavy rainstorm. New schedule has bidding of the project in January 2022, with construction occurring Summer 2022.
4. **Business Oregon – Infrastructure Finance Authority** – Application for a low-interest loan to fund the streets, utilities, and Riverwalk on the Riverfront property. Contracting is underway.
5. **Oregon Watershed Enhancement Board (OWEB)** – Awarded grant (approximately \$12k) to the Scappoose Bay Watershed Council in a partnership with the City for natural enhancements of the 5<sup>th</sup> Street trail and Nob Hill Nature Park. Continued tracking all in-kind contributions from the City on this effort. Assisting with property line dispute with an abutting property owner. Meeting on site in December.
6. **Certified Local Government – Historic Preservation Grant Program** – Letters went out to eligible property owners on 5/24 announcing that there is \$12k available with a 1 to 1 match requirement and a grant deadline of 7/26. Only 1 incomplete application received, so Plan B work plan is for the City's Court/Utility Billing exterior roof and cornice work. Worked with SHPO on work plan and began working through scope with contractors to begin soliciting direct bids. Site visit from 2 contractors so far. Notice to proceed from SHPO received on 11/1. Bids are forthcoming.
7. **Technical Assistance Grant with the Oregon State Marine Board** - To assist with design and permitting of an in-water facility at Grey Cliffs Park. Preliminary conversations for the project include an accessible non-motorized floating boat launch dock with a separate area designated for fishing. Coordinated survey work to be conducted by OSMB the week of 8/23. A more detailed contract will be drafted for review and approval by Council for



the assistance.

8. **US Economic Development Administration (EDA) funding** – Working with Rachael Barry and Ayreann (COLPAC) on 10/26 to discuss potential federal funding sources for transportation and utility infrastructure to and within the SHIBP.

## PROJECTS & MISC

9. **Riverwalk Design/Engineering (OPRD Grants x2)** – Held our 4<sup>th</sup> TAC meeting on 11/10 focusing on 30% design for the entire Riverwalk. Added an archeological survey to the scope based on tribal feedback. Preparing materials and planning for Open House on 12/15 at the Recreation Center focused on 30% design feedback.
10. **Riverfront Streets/Utilities Design/Engineering** – Held two meetings related to “Work Order 1” amendment which added Cowlitz Street extension and Strand near the courthouse. Working on developing a phased approach for construction based on 30% and 60% cost estimates. 100% design work still anticipated to be complete 1/3/22.
11. **St. Helens Industrial Business Park (SHIBP) Public Infrastructure Design (Phase I)** – Scope of work and fee is being refined with Mackenzie before going to Council for approval on 11/17.
12. **Millard Road City-Owned Property Request for Proposals** - RFP closed on 6/11. At the 6/16 Council meeting, Council requested an interview/presentation from Atkins & Dame, Inc. Staff has continued work with Atkins & Dame designer to refine the design and reduce the number of code exceptions/variances proposed in the design. Council directed staff to work through terms with Atkins & Dame.
13. **Waterfront Video Project** – Attended regular meetings with production team. Helped coordinate interviews and filming sessions with the production team. Continued review of preliminary/draft videos of interviews and overall video edits.
14. **Special Session for Council on Transportation Plans and Urban Renewal** – Assisting John with a 1/05 Council Special Session meeting. Began organizing an agenda, presentation, and presenters for this meeting.

Jenny Dimsho, AICP

Associate Planner / Community Development Project Manager

City of St. Helens

(503) 366-8207

**Please note new email address:** [jdimsho@sthelensoregon.gov](mailto:jdimsho@sthelensoregon.gov)

Jenny Dimsho, AICP

Associate Planner / Community Development Project Manager

City of St. Helens

(503) 366-8207

**Please note new email address:** [jdimsho@sthelensoregon.gov](mailto:jdimsho@sthelensoregon.gov)

# Suggestion Boxes

## Library

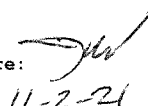
Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
10/11/21	The Library staff has done an incredible job during the pandemic. They provided books under difficult circumstances. Always with a smile! Always keeping us safe!!	None	No	Janet Abbott	Great	11/17/21	Margaret Jeffries	N/A	11/17/21

## City Hall – 1<sup>st</sup> Floor Lobby/Municipal Court Lobby/ Water Department Lobby/ Council Chambers Lobby

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
---------------	---------	------------	---------------------	------------------------------	---------------------------------	----------------------------	----------------	-------------------------	-------------

None received.

**BUSINESS LICENSE REPORT**  
City Department Approval: 11/2/2021

Signature: 

Date: 11-2-21

PAGE: 1

Item #8.

The following business licenses are being presented for City Approval

ID	PERIOD	-----NAME-----	LICENSE CODE	BALANCE
00089	10/22/21-10/22/22	H & I STONE CASTING LLC	CONTCONC CONTRACTOR-CONCRETE	0.00
00245	1/01/22- 1/01/23	*REYES LAWN MAINTENANCE	LANDSCAP LANDSCAPING	0.00
00257	1/01/22- 1/01/23	*STRUCTURAL NEXUS LLC	ENG ENGINEERING	0.00
00280	1/01/22- 1/01/23	O'NAMMY'S	RESTAURA RESTAURANT	0.00
00297	1/01/22- 1/01/23	AVAMERE AT ST. HELENS	ASSTLIVE ASSISTED LIVING FACI	0.00
00302	1/01/22- 1/01/23	NEW SYSTEM LAUNDRY LLC	LAUNDRY LAUNDROMAT/CLEANING	0.00
00997	10/18/21-10/18/22	HALEY & ALDRICH, INC	CONSULT CONSULTING	0.00
00998	10/27/21-10/27/22	TEAM CONSTRUCTION LLC	CONTGEN CONTRACTOR-GENERAL	0.00
00113	1/01/22 - 1/01/23	PARKS & LOWRY DBA DOMINOS PIZZA	RESTAURA RESTAURANT	0.00

PACKET: 00234 License Packet 11/2/21 BL APPROVALS

SEQUENCE: License #

Item #8.

LICENSE CODE	TOTAL	BALANCE
ASSTLIVE ASSISTED LIVING FACI	1	0.00
CONSULT CONSULTING	1	0.00
CONTCONC CONTRACTOR-CONCRETE	1	0.00
CONTGEN CONTRACTOR-GENERAL	1	0.00
ENG ENGINEERING	1	0.00
LANDSCAP LANDSCAPING	1	0.00
LAUNDRY LAUNDROMAT/CLEANING	1	0.00
RESTAURA RESTAURANT	1	0.00
TOTAL ALL CODES:	8	0.00

## \*\*\* SELECTION CRITERIA \*\*\*


License Range: thru ZZZZZZZZZZ  
License Codes: All  
Balance: 999999999R thru 9999999999  
Fee Codes:  
Fee Paid Status: Paid and Unpaid  
Origination Dates: 0/00/0000 thru 99/99/9999  
Effective Dates: 0/00/0000 thru 99/99/9999  
Expiration Dates: 0/00/0000 thru 99/99/9999  
Renewal Dates: 0/00/0000 thru 99/99/9999  
Payment Dates: 0/00/0000 thru 99/99/9999  
Print Dates: 0/00/0000 thru 99/99/9999  
License Status: Active  
Termination Code:  
Paid Status: Paid  
City Limits: Inside and Outside  
Printed: No  
Comment Code:

\*\* END OF REPORT \*\*



# BUSINESS LICENSE REPORT

City Department Approval: 11/19/2021

PAGE: 1  
 Signature:   
 Date: 11-22-21  
 Item #8.

## The following business licenses are being presented for City Approval

ID	PERIOD	-----NAME-----	LICENSE CODE		BALANCE
00001	6/01/21- 6/01/22	BORTON LAW LLC	LAW	LAW OFFICES	0.00
00081	10/09/21-10/09/22	Edward Jones	ACCOUNT	ACCOUNTING	0.00
00082	10/09/21-10/09/22	ARCIFORM LLC	CONTGEN	CONTRACTOR-GENERAL	0.00
00088	10/22/21-10/22/22	*BODY MIND SPIRIT HEALING LLC	THERAPY	THERAPY/HEALING	0.00
00095	11/19/21-11/19/22	Columbia Veterinary Clinic	VET	VETERINARY	0.00
00154	1/01/22- 1/01/23	FANCY NAILS BY CINDY	BEAUTYSH	BEAUTY/BARBER SHOP	0.00
00239	1/01/22- 1/01/23	NW SELF STORAGE	STORAGE	STORAGE UNITS	0.00
00246	1/01/22- 1/01/23	SKINNY'S TEXACO	GASSVCS	GAS/SERVICE STATION	0.00
00276	1/01/22- 1/01/23	ABSOLUTLY U	BEAUTYSH	BEAUTY/BARBER SHOP	0.00
00290	1/01/22- 1/01/23	*KNIGHTS NOTARIES	MISC	MISCELLANEOUS	0.00
00999	11/02/21-11/02/22	NUNNALLY WELDING LLC	CONTGEN	CONTRACTOR-GENERAL	0.00
01000	11/05/21-11/05/22	INFUSIONS & INJECTIONS	PHYSICIA	PHYSICIAN/HEALTH CAR	0.00
01001	11/05/21-11/05/22	CLARK & SONS EXCAVATING INC	EXCAV	EXCAVATION	0.00
01002	11/08/21-11/08/22	NATIONAL CONST. RENTALS INC.	FENCE	FENCE	0.00
01007	11/16/21-11/16/22	RESCUE ROOTER JACK HOWK PLMBG	CONTPLUM	CONTRACTOR-PLUMBING	0.00
01009	11/17/21-11/17/22	COLUMBIA COUNTY MOBILE PT	HOME	HOME HEALTH CARE	0.00

PACKET: 00246 Re Print License Packet Printing 11/19/21 BL Approvals

SEQUENCE: License #

Item #8.

LICENSE CODE	TOTAL	BALANCE
ACCOUNT ACCOUNTING	1	0.00
BEAUTYSH BEAUTY/BARBER SHOP	2	0.00
CONTGEN CONTRACTOR-GENERAL	2	0.00
CONTPLUM CONTRACTOR-PLUMBING	1	0.00
EXCAV EXCAVATION	1	0.00
FENCE FENCE	1	0.00
GASSVCS GAS/SERVICE STATION	1	0.00
HOME HOME HEALTH CARE	1	0.00
LAW LAW OFFICES	1	0.00
MISC MISCELLANEOUS	1	0.00
PHYSICIA PHYSICIAN/HEALTH CAR	1	0.00
STORAGE STORAGE UNITS	1	0.00
THERAPY THERAPY/HEALING	1	0.00
VET VETERINARY	1	0.00
TOTAL ALL CODES:	16	0.00

PACKET: 00246 Re Print License Packet Printing 11/19/21 BL Approvals

SEQUENCE: License #

Item #8.

## \*\*\* SELECTION CRITERIA \*\*\*

License Range: thru ZZZZZZZZZZ  
License Codes: All  
Balance: 9999999999R thru 9999999999  
Fee Codes:  
Fee Paid Status: Paid and Unpaid  
Origination Dates: 0/00/0000 thru 99/99/9999  
Effective Dates: 0/00/0000 thru 99/99/9999  
Expiration Dates: 0/00/0000 thru 99/99/9999  
Renewal Dates: 0/00/0000 thru 99/99/9999  
Payment Dates: 0/00/0000 thru 99/99/9999  
Print Dates: 11/19/2021 thru 99/99/9999  
License Status: Active  
Termination Code:  
Paid Status: Paid  
City Limits: Inside and Outside  
Printed: Yes and No  
Comment Code:

\*\* END OF REPORT \*\*