



# COUNCIL WORK SESSION

Wednesday, August 07, 2024 at 2:00 PM

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## COUNCIL MEMBERS:

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

## LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)  
Website | [www.sthelensoregon.gov](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 three (3) minutes per speaker*

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

- [1.](#) 2:15PM - Employee Length of Service Recognition - Tim Underwood (25), Tory Shelby (15), and Dawn Richardson (5)
- [2.](#) 2:20PM - Presentation in Support of the Columbia County Jail Levy - *Sheriff Brian Pixley*
- [3.](#) 2:35PM - Library Department Semi-Annual Report - *Library Director Suzanne Bishop*
- [4.](#) 2:50PM - Utility Bill Leak Adjustment Request for 2560 Columbia Blvd. (Melton) - *City Administrator John Walsh*
- [5.](#) 2:55PM - Utility Bill Leak Adjustment Request for 2304 Columbia Blvd. (Nezbeda) - *City Administrator John Walsh*
- [6.](#) 3:00PM - Review Agreement with Strategic Networks Group, Inc. for Broadband Planning Services - *City Administrator John Walsh*
- [7.](#) 3:10PM - Discussion regarding St. Helens Welcome Signs on Columbia River Highway - *Associate Planner Jenny Dimsho*
- [8.](#) 3:30PM - Review Draft Agreement with Treadway Events and Entertainment LLC for Special Event Coordination and Management Services - *City Administrator John Walsh*
- [9.](#) 4:00PM - Report from City Administrator John Walsh

### ADJOURN

### EXECUTIVE SESSION

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

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

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

**FOR YOUR INFORMATION**

Upcoming Dates to Remember:

- August 7, 2:00PM, Council Work Session, Council Chambers/Zoom
- August 7, 7:00PM, Council Regular Session, Council Chambers/Zoom
- August 12, 4:00PM, Park & Trails Commission, Council Chambers/Zoom
- August 12, 7:15PM, Library Board, Zoom
- August 13, 6:00PM, Planning Commission, Council Chambers/Zoom

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

- PH: September 18, 6:15PM, Development Code Amendments (City)

**VIRTUAL MEETING DETAILS**

Join: <https://us02web.zoom.us/j/88198589381?pwd=ZD9mKgDtoWIwvuoefzLjcDAZ9mszoK.1>

Passcode: 630932

Dial: +12532158782

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

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

# LENGTH OF SERVICE RECOGNITION



To: Mayor and City Council

From: Kathy Payne, Human Resources Coordinator/City Recorder

Date: August 7, 2024

I am happy to announce that we have several employees who have reached a milestone in their employment with the City of St. Helens. The following individuals will be recognized at the August 7 Work Session.

## **25 Years**

**Tim Underwood** was hired as an Engineering Technician I on July 26, 1999. His position was reclassified to a Public Works Construction Inspector in January 2011, where he continues to serve and keep our citizens safe by making sure Public Works projects done by staff and contractors is done to code.

## **15 Years**

**Tory Shelby** was hired as a Parks Utility I in July of 2009. In July of 2013, he moved over to the Public Works Utility Worker I position and moved into the Utility Worker II position in July of the next year. He then went back to Parks as a Utility II in 2019. He was promoted to Parks Field Supervisor in April of 2022 where he still serves, making sure that our community parks are safe, clean, and well-maintained.

## **5 Years**

**Dawn Richardson** joined our team on July 8, 2019, as a Utility, Banking & Court Specialist. In April of 2020, the position was reclassified as an Administrative Billing Specialist, where Dawn still serves, helping our citizens get their utility accounts setup and many other things.

**Congratulations Tim, Tory, and Dawn and thank you for your service!**



# COLUMBIA COUNTY SHERIFF'S OFFICE

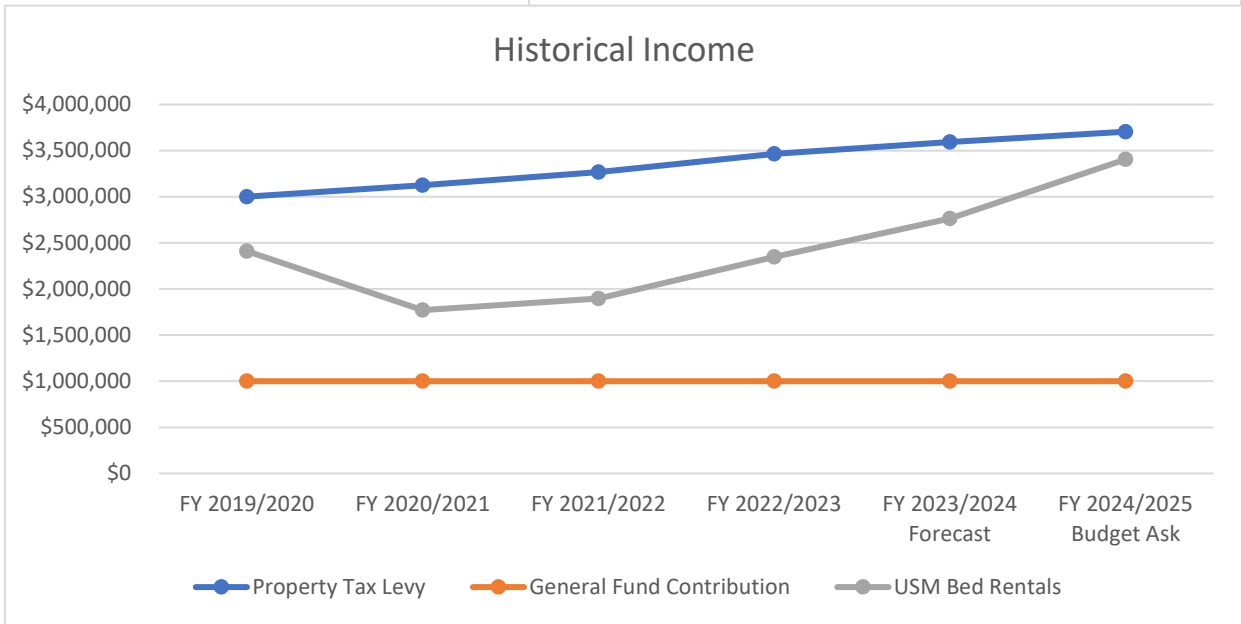
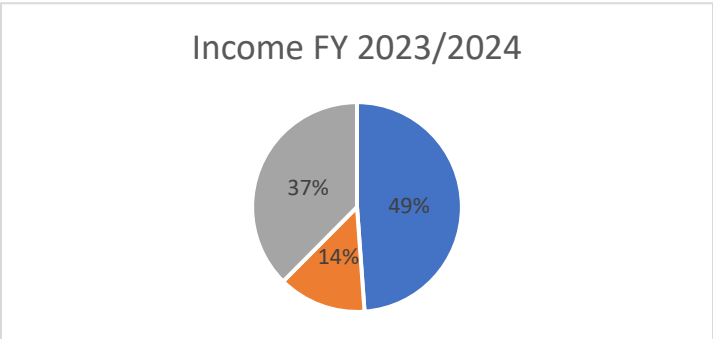
Item #2.

Brian E. Pixley, Sheriff

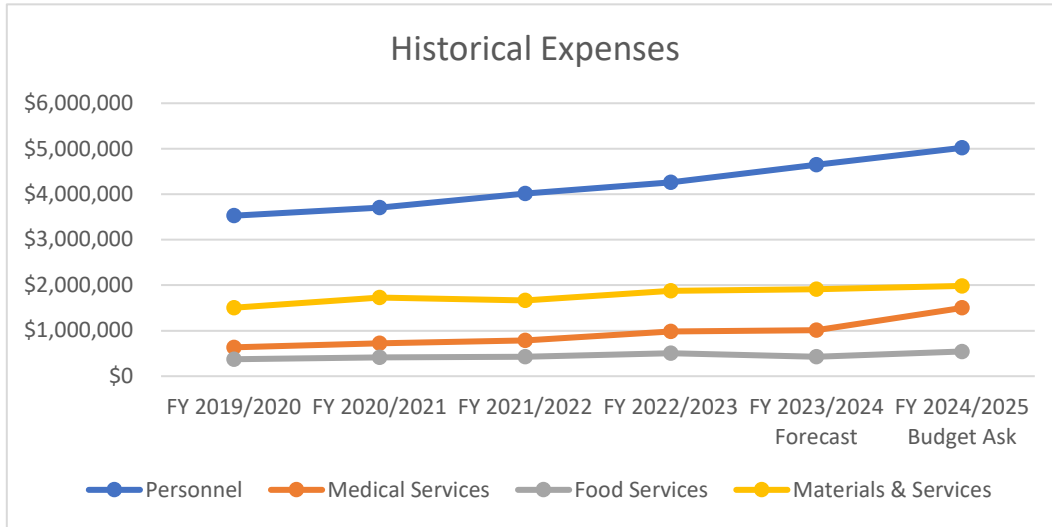
## We Need to Keep Criminals in Jail

Why renew the Columbia County Jail levy?

- 1. **Insufficient funding.** The jail does not have sufficient funding. We have raised significant income through renting out empty jail beds to other agencies. It's still not enough to meet the budget requirements.



**2. Rising costs.** Prices are rising and the current levy can't keep up. As a smaller correctional facility, it's also difficult to get competitive pricing on contracts like food and medical services, causing prices to increase. Wages have slowly increased as well, per the collective bargaining agreement with the union representing CCSO staff. Our Medical contract alone has increased by almost \$900,000 (129%) over the past 3 years. However, the jail levy has remained unchanged since it was passed in 2014.



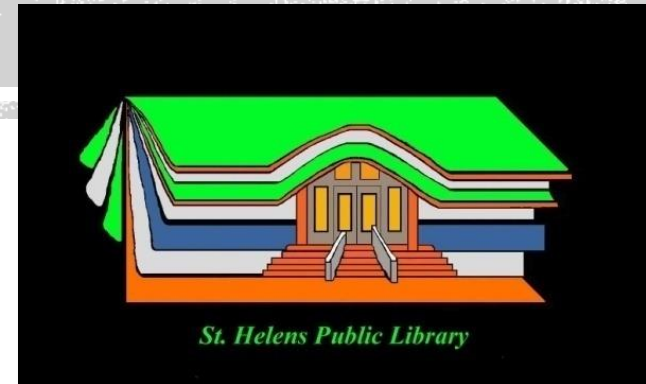
**3. Stark Realities.** Without the Jail Levy in place, there is not enough money to allow CCSO to hold our local offenders and our Jail will become a book and release type facility, only able to house the most serious offenders. CCSO will be forced to lay off a significant amount of staff members in addition to not being able to hold or transport prisoners. This would mean public safety in Columbia County would be severely hobbled and it would make our cities and county a less safe place for our citizens to live, work and recreate in.

**Questions?** Please reach out to Sheriff Brian Pixley or Jail Commander Captain James Macfarlane at 503.366.4611.

# ST. HELENS PUBLIC LIBRARY

**Semi-annual Report to City Council**

August 7, 2024



# 2023 – 2028 STRATEGIC PLAN

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

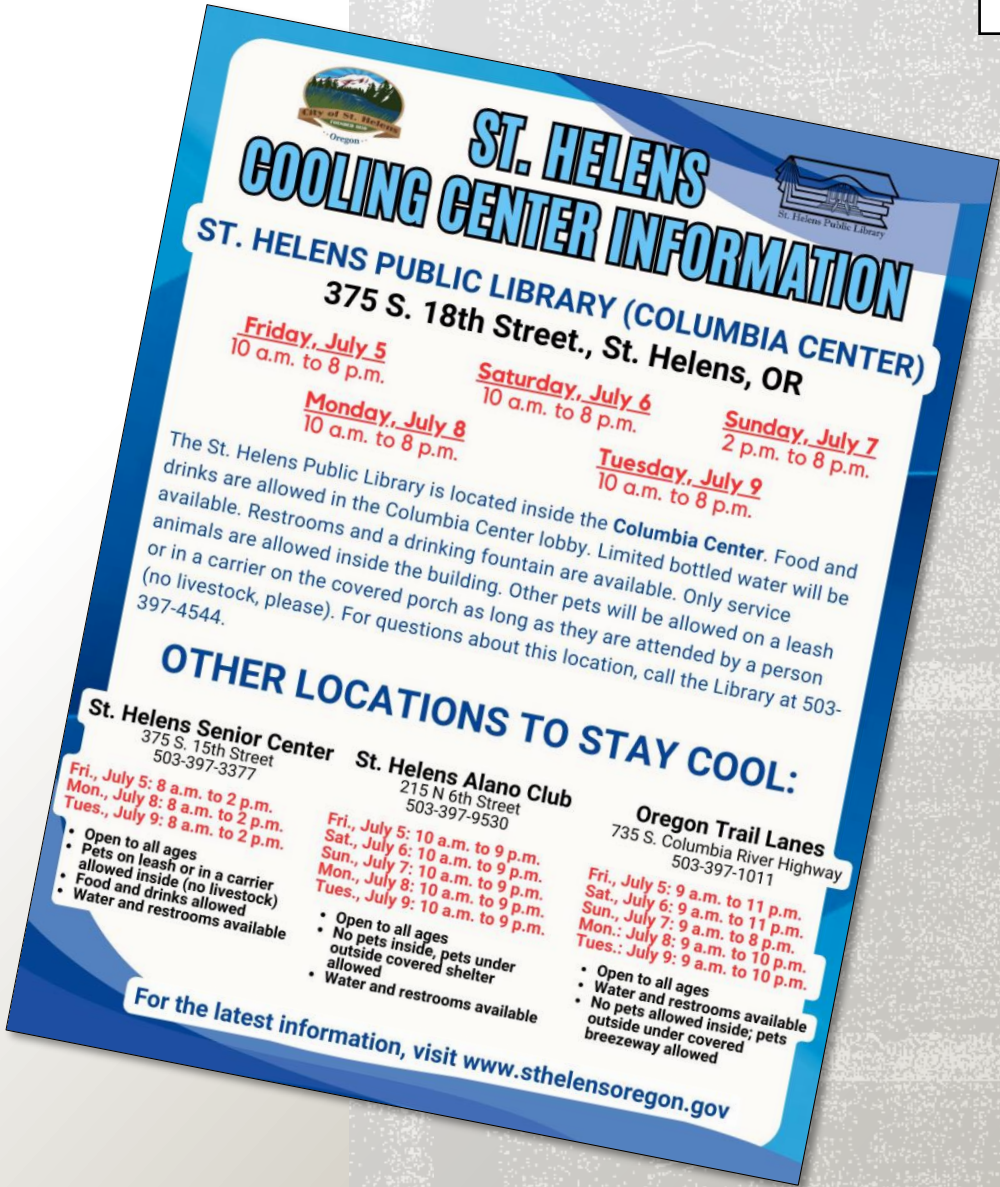
Goal 2: Engage the community in lifelong learning.

Goal 3: Enhance access to library services.



# COOLING CENTER

- July 5 – 9, 2024
- 9:30 am to 8:00 pm and 2:00 pm to 8:00 pm
- 21 extended hours
- 666 visits during all open hours
- 75 visits during extended hours



**ST. HELENS COOLING CENTER INFORMATION**

**ST. HELENS PUBLIC LIBRARY (COLUMBIA CENTER)**  
375 S. 18th Street., St. Helens, OR

**Friday, July 5**  
10 a.m. to 8 p.m.

**Saturday, July 6**  
10 a.m. to 8 p.m.

**Monday, July 8**  
10 a.m. to 8 p.m.

**Sunday, July 7**  
2 p.m. to 8 p.m.

**Tuesday, July 9**  
10 a.m. to 8 p.m.

The St. Helens Public Library is located inside the **Columbia Center**. Food and drinks are allowed in the Columbia Center lobby. Limited bottled water will be available. Restrooms and a drinking fountain are available. Only service animals are allowed inside the building. Other pets will be allowed on a leash or in a carrier on the covered porch as long as they are attended by a person (no livestock, please). For questions about this location, call the Library at 503-397-4544.

**OTHER LOCATIONS TO STAY COOL:**

**St. Helens Senior Center**  
375 S. 15th Street  
503-397-3377

**St. Helens Alano Club**  
215 N 6th Street  
503-397-9530

**Oregon Trail Lanes**  
735 S. Columbia River Highway  
503-397-1011

**St. Helens Senior Center Hours:**  
Fri., July 5: 8 a.m. to 2 p.m.  
Mon., July 8: 8 a.m. to 2 p.m.  
Tues., July 9: 8 a.m. to 2 p.m.

**St. Helens Alano Club Hours:**  
Fri., July 5: 10 a.m. to 9 p.m.  
Sat., July 6: 10 a.m. to 9 p.m.  
Sun., July 7: 10 a.m. to 9 p.m.  
Mon., July 8: 10 a.m. to 9 p.m.  
Tues., July 9: 10 a.m. to 9 p.m.

**Oregon Trail Lanes Hours:**  
Fri., July 5: 9 a.m. to 11 p.m.  
Sat., July 6: 9 a.m. to 11 p.m.  
Sun., July 7: 9 a.m. to 8 p.m.  
Mon., July 8: 9 a.m. to 10 p.m.  
Tues., July 9: 9 a.m. to 10 p.m.

**St. Helens Senior Center Amenities:**

- Open to all ages
- Pets on leash or in a carrier allowed inside (no livestock)
- Food and drinks allowed
- Water and restrooms available

**St. Helens Alano Club Amenities:**

- Open to all ages
- No pets inside, pets under outside covered shelter allowed
- Water and restrooms available

**Oregon Trail Lanes Amenities:**

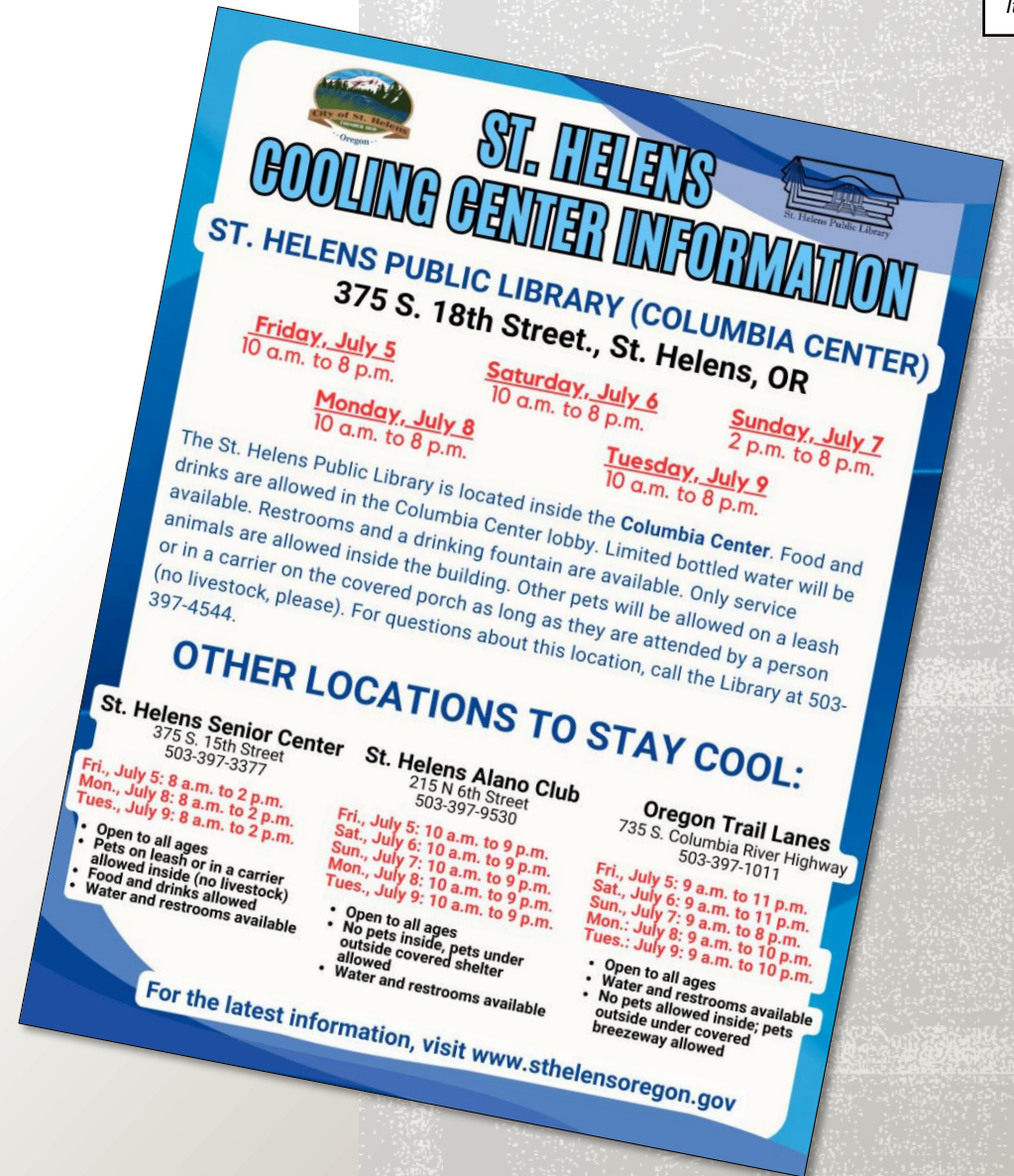
- Open to all ages
- Water and restrooms available
- No pets allowed inside; pets outside under covered breezeway allowed

For the latest information, visit [www.sthelensoregon.gov](http://www.sthelensoregon.gov)



# COOLING CENTER

- Partnered with CCEM, CCMH, CAT, CCPH, CERT, Library Board, Friends, City Council
- 40 volunteer hours
- Additional library staff hours



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- Food and drinks allowed
- Water and restrooms available

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- Water and restrooms available

**Oregon Trail Lanes Rules:**

- Open to all ages
- Water and restrooms available
- No pets allowed inside; pets outside under covered breezeway allowed

For the latest information, visit [www.sthelensoregon.gov](http://www.sthelensoregon.gov)

# SEED EXCHANGE

- Partnership with OSU Master Gardeners
- Free seeds – to share and take
- Launching Thursday



# SUMMER LIBRARY CHALLENGE

## Logged Minutes

- Youth 50,491
- Teens 75,164
- Adults 79,292

## Registered Readers

- Youth 284
- Teens 57
- Adults 132



# BUILDING USE

- 41,833 visits in FY 2024
- Building hours:
  - Monday - Thursday, 9:30 am to 7:00 pm
  - Friday, 9:30 am to 5:00 pm
  - Saturday, 9:30 to 2:00 pm
- Library hours:
  - Monday - Thursday, 10:00 am to 7:00 pm
  - Friday, 10:00 am to 5:00 pm
  - Saturday, 10:00 am to 2:00 pm
- Wi-Fi : 5:00 am to 12:00 am
- Auditorium and Armstrong Room
  - Library-sponsored programs and events
  - Non-profit meetings, community events, and private gatherings

# A SAMPLING OF LIBRARY RESOURCES

- 65,011 items borrowed in FY 2024
- 42,000+ items owned
- 200+ Library of Things
  - mobile hotspots, telescope, hand tools, Air Fryer, robotics and other learning tools, musical instruments, moisture meters, bicycle repair kit, and much more
- Six public computers used for many purposes tasks – finding job prospects and applying for jobs, finding Federal forms, filing court documents, homeschool families finding educational materials

# OPEN HOURS AND VISITS

	<b>2023-2024</b>
<b>Paid Staff per 1k</b>	0.4
<b>Population</b>	15,009
<b>Registered Patrons (w/o OBR)</b>	3,204
<b>% of Population Registered</b>	21.35
<b>Reference Questions</b>	3,692
<b>Number of Open Hours</b>	2,578
<b>Library Visits</b>	28,955

Data compiled 7.26.2024

# YOUTH SERVICES

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

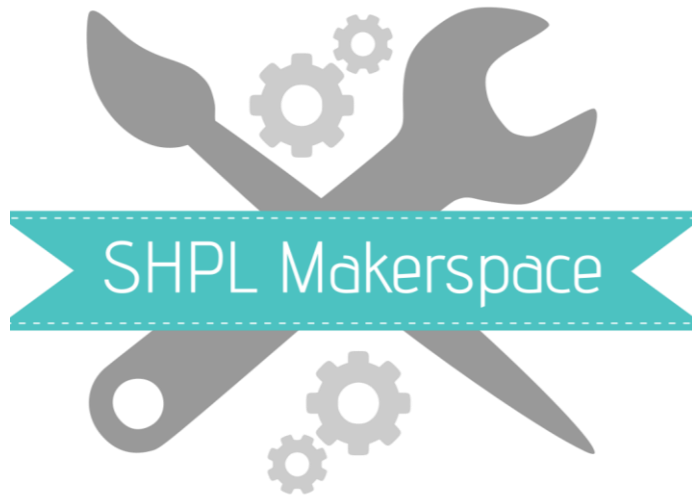


# ADULT PROGRAMS

- Adults and Crafts monthly
- Book Club monthly
- Special programs







- Youth and Makerspace Librarian
- Youth programs
- Looking ahead



# SMALL BUSINESS RESOURCES CORNER

- Grand opening on May 16, 2024
- Funded in part by grant from GRO St. Helens
- Partnering with Small Business Development Center



# SERVING OUR COMMUNITY

- Reader's advisory
- Early literacy
- In-depth research
- Homework help
- Employment and business
- Local history
- Active learning
- Community outreach





# COMMUNITY PARTNERSHIPS

- Arts Guild
- Writers Guild
- Columbia County Museum Association
- Recreation Department
- Columbia County Health Department
- Columbia County Mental Health
- Amani Center
- St. Helens Public Library Ukelele Orchestra
- Others

# LIBRARY STAFF



## Six FTE

Library Director (1.0 FTE)

Patron Services Librarian (1.0 FTE)

Youth and Makerspace Librarian (1.0 FTE)

Cataloger – Library Technician (1.0 FTE)

4 Library Assistants (.5 FTE each)

# LIBRARY BOARD

## Officers

- Chair Aaron Martin
- Vice Chair TBD

## Members

- Robert Dunn
- Ellen Jacobson
- Jana Mann
- Colleen Ohler
- Lynne Pettit
- Fatima Salas
- Diana Wiener
- [vacant]



# VOLUNTEERS IN FY 2024

- 27 volunteers
- Logged 954 hours
- Value of volunteer time \$32.27/hour -- \$30,785.58
- Supporting the library
  - Shelving, checking book order on shelves, book repair, preparing items for use, and more



# FRIENDS OF ST. HELENS PUBLIC LIBRARY

## Support

- Summer Library Challenge
- Genealogy Conference
- Book Club

## Officers

- President Pam Benham
- Vice President Nancy Tarnai
- Treasurer Charlotte Hart
- Secretary Marilyn Cade





"We just moved here, and the library has been such a comfort . . ."

A (regular) patron that both Nicole and Michele helped tonight left us a nice [donation] and said, "You've saved my job and my marriage!"

We had a patron in today who asked if we had anything to eat, any crackers or something. Tari was going to offer a granola bar from her bag, but the woman left before that. She had also asked to use the phone to call for a ride earlier, (no answer,) and was clearly in need.

## WHAT OUR PATRONS SAY

"Here I am asking for Brenda's time to help me try to pay October's rent by pitching my artwork overseas."

A patron stopped by the desk to compliment us on the library. She said:

- We are so kind.
- The building is so accessible (she uses a motorized wheelchair).
- The library has "compassion written all over it."
- Everyone she has talked to has been so helpful.

He said the people who helped him get his card were very knowledgeable and gave him a lot of information. He also said how amazing it is that there are so many things you can do at the library.

**Lisa Scholl**

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**From:** Jamie Ford  
**Sent:** Tuesday, July 23, 2024 11:25 AM  
**To:** Kathy Payne; Lisa Scholl; John Walsh  
**Cc:** Dawn Richardson  
**Subject:** Leak Adjustment Request  
**Attachments:** Melton.pdf

Good Morning,

Craig Melton reached out regarding a Leak Adjustment. They found that they had a leak from an unusually high Billing Cycle. Craig called Crow Water Systems to do a leak detection and repair the leak. Repairs were \$500.00. Repair receipt is attached in the packet above. The leak mainly affected 2 billing cycles (06/15 & 07/15). They are seeking an adjustment for the months affected by the leak. I informed them, per our policy, that any adjustment above \$1,000.00 would require Council Approval.

Craig Melton’s account began 11/12/2009 and his average monthly bill prior to the leak was \$392.40. The months he is requesting an adjustment for, are as follows:

DATE	FULL ADJUSTMENT AMOUNT
06/15/2024	\$ 576.37
07/15/2024	\$ 507.85
<b>TOTAL ADJUSTMENT OF:</b>	<b>\$ 1,084.22</b>

Thank you,

*..Jamie Ford..*

Administrative Billing Specialist

**City of St. Helens**

503-397-6272

275 Strand Street, St. Helens, OR 97051

[www.sthelensoregon.gov](http://www.sthelensoregon.gov) | [jford@sthelensoregon.gov](mailto:jford@sthelensoregon.gov)



**LEAK ADJUSTMENT REQUEST - Residential**

Item #4.

Prepared By: Jamie Ford  
 Customer Name: Craig Melton  
 Account #: 21-03488-000

Date Filled Out: 07/23/24  
 Date of Bill: 07/15/24

Enter Billing Specifics:		<u>System Name</u>	<u>Detail</u>	<u>Amount</u>	<u>Volume</u>	<u>Rate</u>
RESIDENTIAL	}	Water	Consumption	350.72	6,360	5.5144 Apartments
		Water	Fixed	46.84		
		Water	Utility Assist	-		No
		Sewer	Consumption	351.10	6,360	5.5205 Consumption
		Sewer	Fixed	74.92		Standard Fixed
		Public Safety	Fixed	40.00		
		Storm	Fixed	92.35		
<b>Original Bill Amount =</b>				<b>955.93</b>		

<u>Previous Years Average</u>	
<u>Month / Year</u>	<u>Consumption</u>
07/15/2023	1,480
07/15/2022	1,010
07/15/2021	1,470
Average =	1,320

<u>LEAK ADJUSTMENT (50% Leak Amount)</u>					
<u>System Name</u>	<u>Detail</u>	<u>Amount</u>	<u>Volume</u>	<u>Rate</u>	
Water	Consumption	138.96	2,520	5.5144	
Sewer	Consumption	368.89	5,040	7.3192	
		<u>507.85</u>			

Adjustment Dollars:	507.85
Adj Water Volume	2,520
Adj Sewer Volume	1,305
Finance Director Authorization & Date Above	
Entered By & Date Above	

**Notes:**  
 Customer had unusually high balance. He hired Crow Water Systems to detect and fix leak. Receipt attached. Used last 3 years for consumption average.

**LEAK ADJUSTMENT REQUEST - Residential**

Item #4.

Prepared By: Jamie Ford  
 Customer Name: Craig Melton  
 Account #: 21-03488-000

Date Filled Out: 07/23/24  
 Date of Bill: 06/15/24

Enter Billing Specifics:		<u>System Name</u>	<u>Detail</u>	<u>Amount</u>	<u>Volume</u>	<u>Rate</u>
RESIDENTIAL	}	Water	Consumption	383.80	6,960	5.5144 Apartments
		Water	Fixed	46.84		
		Water	Utility Assist	-		No
		Sewer	Consumption	384.23	6,960	5.5205 Consumption
		Sewer	Fixed	74.92		Standard Fixed
		Public Safety	Fixed	40.00		
		Storm	Fixed	92.35		
<b>Original Bill Amount =</b>				<b>1,022.14</b>		

<u>Previous Years Average</u>	
<u>Month / Year</u>	<u>Consumption</u>
06/15/2023	1,390
06/15/2022	940
06/15/2021	1,390
Average =	1,240

<u>LEAK ADJUSTMENT (50% Leak Amount)</u>					
<u>System Name</u>	<u>Detail</u>	<u>Amount</u>	<u>Volume</u>	<u>Rate</u>	
Water	Consumption	157.71	2,860	5.5144	
Sewer	Consumption	418.66	5,720	7.3192	
		<u>576.37</u>			

Adjustment Dollars:	576.37
Adj Water Volume	2,860
Adj Sewer Volume	1,305
<b>Finance Director Authorization &amp; Date Above</b>	
<b>Entered By &amp; Date Above</b>	

**Notes:**  
 Customer had unusually high balance. He hired Crow Water Systems to detect and fix leak. Receipt attached. Used last 3 years for consumption average.

# CITY OF ST. HELENS UTILITIES



265 Strand Street  
St. Helens, OR 97051  
Phone: 503-397-6272

Email: [jamiee@ci.st-helens.or.us](mailto:jamiee@ci.st-helens.or.us) or [dawnr@ci.st-helens.or.us](mailto:dawnr@ci.st-helens.or.us)

## REQUEST FOR BILLING LEAK ADJUSTMENT FORM

The City of St. Helens Utilities has a policy of issuing partial adjustments for water leaks that are repaired by customers in a timely manner. Adjustments issued are based on your average usage for the same period in previous years. This average is deducted from the total consumption used during the time of the leak and an adjustment will be credited to your account.

### DESCRIBE THE REPAIRS OR SPECIFIC CIRCUMSTANCE OF YOUR REQUEST

~~ENTERED~~ HAVE HAD HIGH WATER BILL FOR OVER A YEAR,  
HAD CHECKED ALL TOILETS, SINKS ETC.  
LAST MONTH BILL WAS OVER 1800.00, HIRED AMERICAN  
LEAK DETECTOR FOR FINDING LEAK. HIRED CROW  
WATER TO REPAIR LEAK

ACCOUNT # 21-03488-000

ACCOUNT NAME: CRAIG MECTON / DAVE COOMBS

PHONE NUMBER (503) 504-8680 / (503) 397-9060

SERVICE ADDRESS: 2560 COLUMBIA BLVD St. Helens OR 97051

MAILING ADDRESS: 58014 S. BREITELOR FLAT WARREN, OR. 97053

x Craig Mecton 7/8/2024  
WATER CLERK

K2ZM@msn.com

Crow Water Systems  
 PO Box 665  
 Scappoose, OR 97056

# Invoice

DATE	INVOICE #
7/1/2024	74443

<b>BILL TO</b>
Melton, Craig 58014 Bachelor Flat Rd. Warren, OR 97053

P.O. NO.	TERMS	DUE DATE
		7/1/2024

QTY	DESCRIPTION	RATE	AMOUNT
1	Labor for Jobs and Misc Expense to Repair Leak For Rental Property Located at 2560 Columbia Blvd St Helens OR 97051. Cracked 45 Degree Elbow	500.00	500.00

*pd. cash \$1796  
 7/5/24*

Notice: Unpaid balances are subject to 1.5% monthly finance charges and processing fees.

**Total** \$500.00

Phone #	Fax #	E-mail	Web Site
5035436326	(503) 543-6929	SERVICE@CROWWATER.COM	www.crowwater.com

**Lisa Scholl**

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**From:** Jamie Ford  
**Sent:** Friday, July 26, 2024 11:47 AM  
**To:** Kathy Payne; Lisa Scholl; John Walsh  
**Cc:** Dawn Richardson  
**Subject:** Leak Adjustment Request  
**Attachments:** Nezbeda Leak Adjustment.pdf

Good Morning,

Paul Nezbeda reached out regarding a Leak Adjustment. He found that they had a leak from an unusually high Billing Cycle. Paul called Trevor Rome Plumbing to do a leak detection and repair the leak. Repairs were \$2,500.00. Repair receipt is attached in the packet above. The leak mainly affected 2 billing cycles (06/15 & 07/15). He is seeking an adjustment for the months affected by the leak. I informed him, per our policy, that any adjustment above \$1,000.00 would require Council Approval.

Paul Nezbeda’s account began 10/28/2002 and his average monthly bill prior to the leak was \$393.67. The months he is requesting an adjustment for, are as follows:

DATE	ADJUSTMENT AMOUNT
06/15/2024	\$ 838.12
07/15/2024	\$ 1,097.08
<b>TOTAL ADJUSTMENT OF:</b>	<b>\$ 1,935.20</b>

Thank you,

*..Jamie Ford..*

Administrative Billing Specialist

**City of St. Helens**

503-397-6272

275 Strand Street, St. Helens, OR 97051

[www.sthelensoregon.gov](http://www.sthelensoregon.gov) | [jford@sthelensoregon.gov](mailto:jford@sthelensoregon.gov)



**LEAK ADJUSTMENT REQUEST - Residential**

Item #5.

Prepared By: Jamie Ford  
 Customer Name: Paul Nezbeda  
 Account #: 21-04228-000

Date Filled Out: 07/26/24  
 Date of Bill: 07/15/24

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# CITY OF ST. HELENS UTILITIES



265 Strand Street  
St. Helens, OR 97051  
Phone: 503-397-6272

Email: [jamiee@ci.st-helens.or.us](mailto:jamiee@ci.st-helens.or.us) or [dawnr@ci.st-helens.or.us](mailto:dawnr@ci.st-helens.or.us)

## REQUEST FOR BILLING LEAK ADJUSTMENT FORM

The City of St. Helens Utilities has a policy of issuing partial adjustments for water leaks that are repaired by customers in a timely manner. Adjustments issued are based on your average usage for the same period in previous years. This average is deducted from the total consumption used during the time of the leak and an adjustment will be credited to your account.

### DESCRIBE THE REPAIRS OR SPECIFIC CIRCUMSTANCE OF YOUR REQUEST

ON JUNE 15<sup>TH</sup> 2024 TENANTS REPORTED LOSING WATER PRESSURE AND HAVING WATER LEAK. THE PLUMBER FIXED A LEAKING TIE AND STATED THAT THE CRAWLSPACE IS FLOODED.  
ON JULY 1<sup>ST</sup> 2024 TENANTS REPORTED NO WATER PRESSURE AT ALL. I GOT BACK THE PLUMBER WHO FOUND OUT THE MAIN WATER LINE LEAKING BADLY. HE PUT IT OUT AND REPAIRED IT. HE FIXED THE LEAK ON JULY 3<sup>RD</sup> 2024.

I ALREADY PAID \$1162 FOR WATER IN JUNE 2024

ACCOUNT # 21-04228-000

ACCOUNT NAME: PAUL NEBBEDA

PHONE NUMBER 503 319 4063

SERVICE ADDRESS: 2304 COLUMBIA BLVD St. Helens OR 97051

MAILING ADDRESS: 28180 SW HEATHERD SHARWOOD OR 97140  
Paul Nebboda

X \_\_\_\_\_  
WATER CLERK Jamiee



RECEIPT  
For INVOICE #0000025

From: Trevor Rome Plumbing  
CCB: 245650

Bill To: Paul Nezbeda

Item	Rate (excl. tax)	Quantity	Tax	Total
Leak at 2304 Columbia Blvd st Helen's OR 97051 called out for leak under building on June 22 Found a length of pipe spraying a significant amount of water. replaced with Pex pipe	\$1,250.00	1		\$1,250.00
Leak at 2304 Columbia Blvd st Helen's OR 97051 Called out to find leak on July 3rd found a substantial leak in the main line underground serving the building. cut out and replaced with pex pipe.	\$1,250.00	1		\$1,250.00
	Subtotal			\$2,500.00
	<b>Total</b>			<b>\$2,500.00</b>

Payment Method	Date	Amount
Check	7/18/2024	\$2,500.00

## 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 Strategic Networks Group, Inc. (“Contractor”).

### RECITALS

**A.** The City is in need of personal services for broadband planning, 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 broadband planning for the City of St. Helens, and Contractor accepts such engagement. The principal contact for Contractor shall be Michael Curri, phone (202) 559-2128.

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

**3. Term.** Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on October 30, 2024. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

**5. Payment.**

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

marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

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

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

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

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

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

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

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

**CONTRACTOR:** Strategic Networks Group, Inc.  
Attn: Michael Curri, President  
2-137 Second Avenue  
Ottawa, Ontario, K1S 2H4, Canada

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

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

**16.9.1** Either:

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

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

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

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

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

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

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

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

**16.14** Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business

enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

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

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

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

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

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

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

Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

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

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

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

## **21. Mediation/Dispute Resolution**

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

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

## **23. Records, Inspection and Audit by the City.**

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

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

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

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

**24. Force Majeure.** Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

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

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

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

**CITY:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

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

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

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

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

**CONTRACTOR:**

Strategic Networks Group, Inc.

Signature: Michael Curri

Print: Michael Curri

Title: President

Date: July 23, 2024

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney

## ATTACHMENT A Scope of Work

### City of St Helens Broadband Planning SNG Scope of Work July to October 2024

The following table outlines the scope of work with dates with not to exceed budget estimates. On a monthly basis, SNG will submit invoices as well as provide a summary of activities and deliverables invoiced at hourly rates (see SNG Consultant Rates).

Item	Tasks and Deliverables	Date	Budget (not to exceed)
1	Prepare draft resolution for St Helens to move forward for submission July 30th for August 7th Council meeting <ul style="list-style-type: none"> <li>• Input for legal staff to prepare resolution: background (reporting of last 3 years, opportunity to invest, action items (approx. one page) – temporary nature, support for an initiative</li> <li>• investment prepares for BEAD funding</li> </ul>	Jul2024	\$2.5K
2	Conduct due diligence with <b>three (3) network operator options</b> for greater St Helens area, that includes the following criteria: <ul style="list-style-type: none"> <li>• The company is an open access operator on at least one municipal or regional network in the USA</li> <li>• They have the ability (software, staff, processes) to scale their operations to properly position, attract and support a multi-retailer service network</li> <li>• They have an onsite / in region / partner presence that will allow them to properly support their customers</li> <li>• They have the capital backing to build out fiber to the home to 11,000+ premises</li> <li>• They are able to work with the communities to connect CAIs</li> <li>• They work with the county on the larger county wide and regional network vision</li> <li>• They are willing to commit to a 5-10 year contract to realize the buildout and the returns needed to be successful</li> <li>• Willingness of the partner / operator to share ownership of the network so that the community can control their digital future</li> <li>• Readiness and ability to invest in digital inclusion within the network footprint</li> </ul>	Jul-Aug 2024	\$12.5K
3	Coordinate with greater St Helens area (St Helens, Scappoose, Columbia City) to prepare for digital infrastructure initiative <ul style="list-style-type: none"> <li>• Engage planning departments, Councils, etc.</li> <li>• Regular update meetings</li> <li>• Coordination and planning</li> </ul>	Aug- Dec 2024	\$10K

	<ul style="list-style-type: none"> <li>• Work with Paul Vogel to help coordinate</li> <li>• Work with Columbia County</li> <li>• Try to organize collective meetings</li> <li>• Localities to bring own funding to planning process</li> </ul>		
4	<p>Gather necessary information to develop a high-level design and cost estimate</p> <ul style="list-style-type: none"> <li>• Provided to network operator selected after due diligence</li> <li>• Coordination with local municipal and utility officials as needed</li> </ul>	Sep 2024	\$2.5K
5	<p>Draft a broadband work plan for Greater St Helens Digital Infrastructure with action items from August 2024 to January 2025 to prepare for BEAD funding and St Helens' share of \$680 million allocated to Oregon. Action items will seek to coordinate with other municipalities for the Greater St Helens Digital Infrastructure.</p>	Aug-Oct 2024	\$7.5K
	<b>Total</b> (not to exceed, invoiced at hourly rates on a monthly basis)		\$35,000

Submitted to City of St Helens July 23, 2024.



## 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	\$1,000,000	YES/NO
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/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/NO
<b>Professional Liability</b>	Per occurrence	\$500,000 or per contract	YES/NO
	Annual Aggregate	\$500,000 or per contract	

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

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

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

Certificates of Insurance shall be forwarded to:

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














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

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

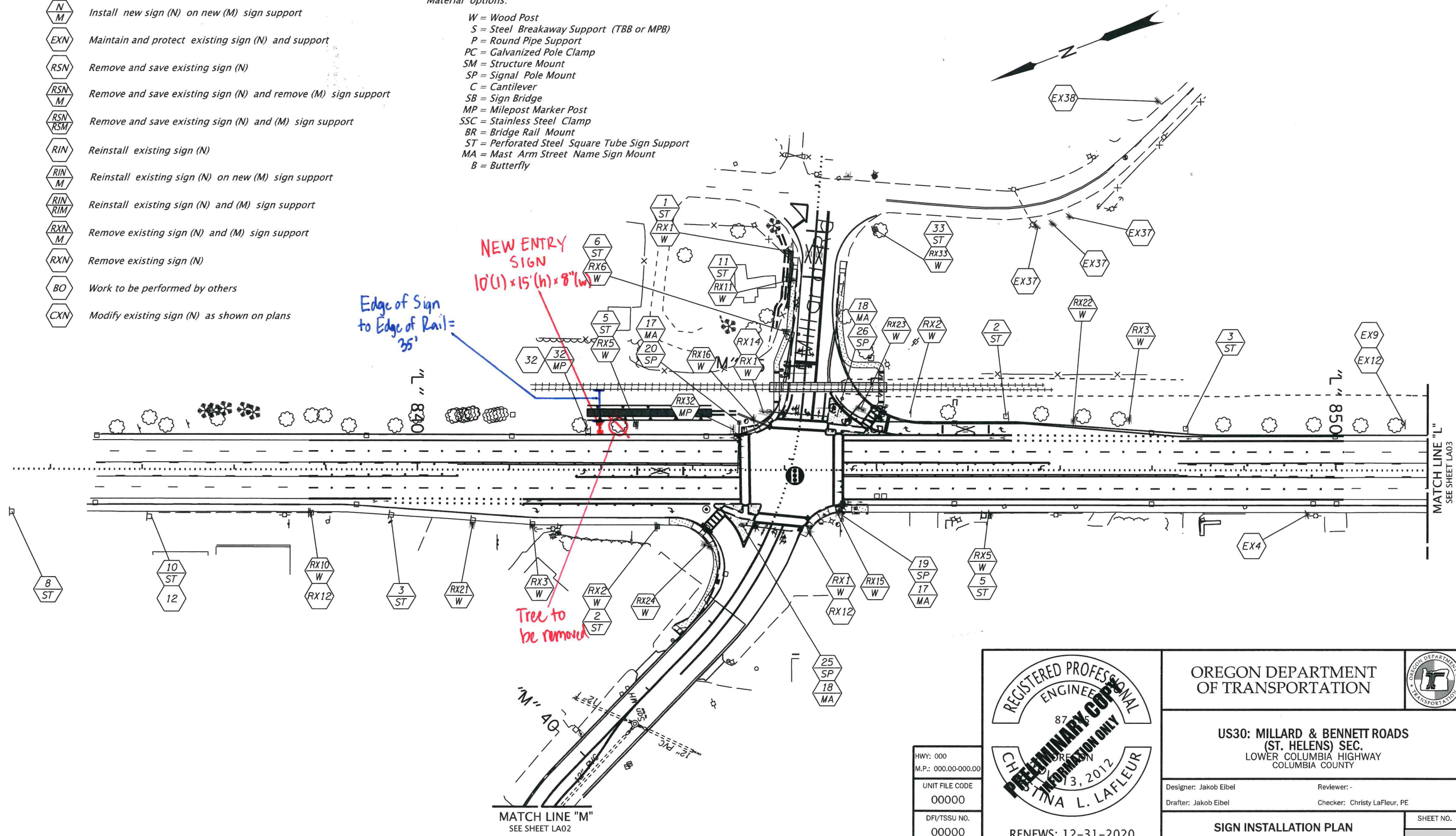
**ATTACHMENT C**  
**Terms of Compensation**

<b>SNG Consultant Rates</b>	
<b>Professional Labor Category</b>	<b>Hourly Rate</b>
Program Director/Principal	\$212
Senior Subject Matter Expert	\$210
Senior Consultant	\$190
Senior Project Manager	\$160
Senior Engineer	\$150
Consultant/Design Engineer	\$136
Geographic Information System Specialist	\$125
System Analyst/Technical Staff	\$80
Administrative Coordinator	\$60

**LEGEND**


-  Install new sign (N)
-  Install new sign (N) on new (M) sign support
-  Maintain and protect existing sign (N) and support
-  Remove and save existing sign (N)
-  Remove and save existing sign (N) and remove (M) sign support
-  Remove and save existing sign (N) and (M) sign support
-  Reinstall existing sign (N)
-  Reinstall existing sign (N) on new (M) sign support
-  Reinstall existing sign (N) and (M) sign support
-  Remove existing sign (N) and (M) sign support
-  Remove existing sign (N)
-  Work to be performed by others
-  Modify existing sign (N) as shown on plans

- N = Sign Number  
 M = Material  
 Material options:  
 W = Wood Post  
 S = Steel Breakaway Support (TBB or MPB)  
 P = Round Pipe Support  
 PC = Galvanized Pole Clamp  
 SM = Structure Mount  
 SP = Signal Pole Mount  
 C = Cantilever  
 SB = Sign Bridge  
 MP = Milepost Marker Post  
 SSC = Stainless Steel Clamp  
 BR = Bridge Rail Mount  
 ST = Perforated Steel Square Tube Sign Support  
 MA = Mast Arm Street Name Sign Mount  
 B = Butterfly



HWY: 000
M.P.: 000.00-000.00
UNIT FILE CODE 00000
DFI/TSSU NO. 00000

RENEWS: 12-31-2020  
 FINAL ELECTRONIC DOCUMENT  
 AVAILABLE UPON REQUEST

 OREGON DEPARTMENT OF TRANSPORTATION	
US30: MILLARD & BENNETT ROADS (ST. HELENS) SEC. LOWER COLUMBIA HIGHWAY COLUMBIA COUNTY	
Designer: Jakob Eibel	Reviewer: -
Drafter: Jakob Eibel	Checker: Christy LaFleur, PE
<b>SIGN INSTALLATION PLAN</b>	
SHEET NO.	

**PORTLAND**  
9160 SE 74th Ave  
Portland OR 97206  
503-777-4555  
ramsaysigns.com

~ WELCOME TO ~  
**ST. HELENS**  
ESTABLISHED IN 1850

CLIENT:  
City of St. Helens - Welcome Sign  
St. Helens, OR

**PRE-PRODUCTION**

ACCOUNT EXECUTIVE:  
Darin Hauer  
DESIGNER:  
Rick Rule  
DATE:  
06.30.2020



© 2020 by Ramsay Signs, Inc.

These plans are the exclusive property of Ramsay Signs, Inc. the original work of its design team. They are submitted to your company for the sole purpose of your consideration of whether to purchase these plans or to purchase from Ramsay Signs, Inc. a sign manufactured according to these plans. Distribution or exhibition of these plans to anyone other than employees of your company, or use of these plans to construct a sign similar to the one embodied herein, is expressly forbidden. In the event that such exhibition occurs, Ramsay Signs Inc. expects to be reimbursed 15% of the total project value in compensation for time and effort entailed in creating these plans.

L73 Grounding and Bonding Statement for each permanently connected sign the following statement or equivalent "This sign is intended to be installed in the accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign" should be either directly marked on the sign or label attached to the sign, included in the installation instructions, or provided on a separate sheet or tag shipped with the sign. The location of the disconnect switch after installation shall comply with Article 600.6 (A) (1) of the National Electrical code.

APPROVAL:  
ACCOUNT EXECUTIVE

CLIENT

LANDLORD

DESIGN NUMBER:  
**20-879**

JOB ORDER NUMBER:  
**X**

FABRICATION SPECIFICATIONS			
<b>1</b>	CABINET	CONSTRUCTION	FABRICATED ALUMINUM
		TYPE	S/F ILLUMINATED
		ILLUMINATION	WHITE LED
		PAINT COLOR	PER COLOR KEY (P1)
		RETAINER SIZE	2"
<b>2</b>	DISPLAY FACE	CONSTRUCTION	1/8" ALUMINUM
		PAINT COLOR	PER COLOR KEY (P2)
<b>3</b>	COPY	TYPE	BACK-LIT / ROUT-OUT PUSH THRU
		MATERIAL	1/2" CLEAR ACRYLIC
		VINYL COLOR	PER COLOR KEY (V1)
		BACK LIGHTING	WHITE LED ILLUMINATION
		DIFFUSOR LAYER	2nd SURFACE
<b>4</b>	DECOR. BAND	MATERIAL	1/4" PLATE STEEL WELDED
		PAINT COLOR	PER COLOR KEY (P3)
<b>5</b>	DECOR. BRACKET	MATERIAL	1/4" PLATE STEEL WELDED
		PAINT COLOR	PER COLOR KEY (P3)
<b>6</b>	POST & CROSS SUPPORT	MATERIAL	STEEL SQ. TUBE
		SIZE	6" x 6"
		PAINT COLOR	PER COLOR KEY (P1)
<b>7</b>	FCO DISKS	MATERIAL	1/8" ALUMINUM
		VINYL COLOR	PER COLOR KEY (V2)
		QUANTITY	THREE (3)
		INSTALL	FLUSH TO CROSS SUPPORT WITH NO VISIBLE FASTENERS

**GENERAL NOTES**

X

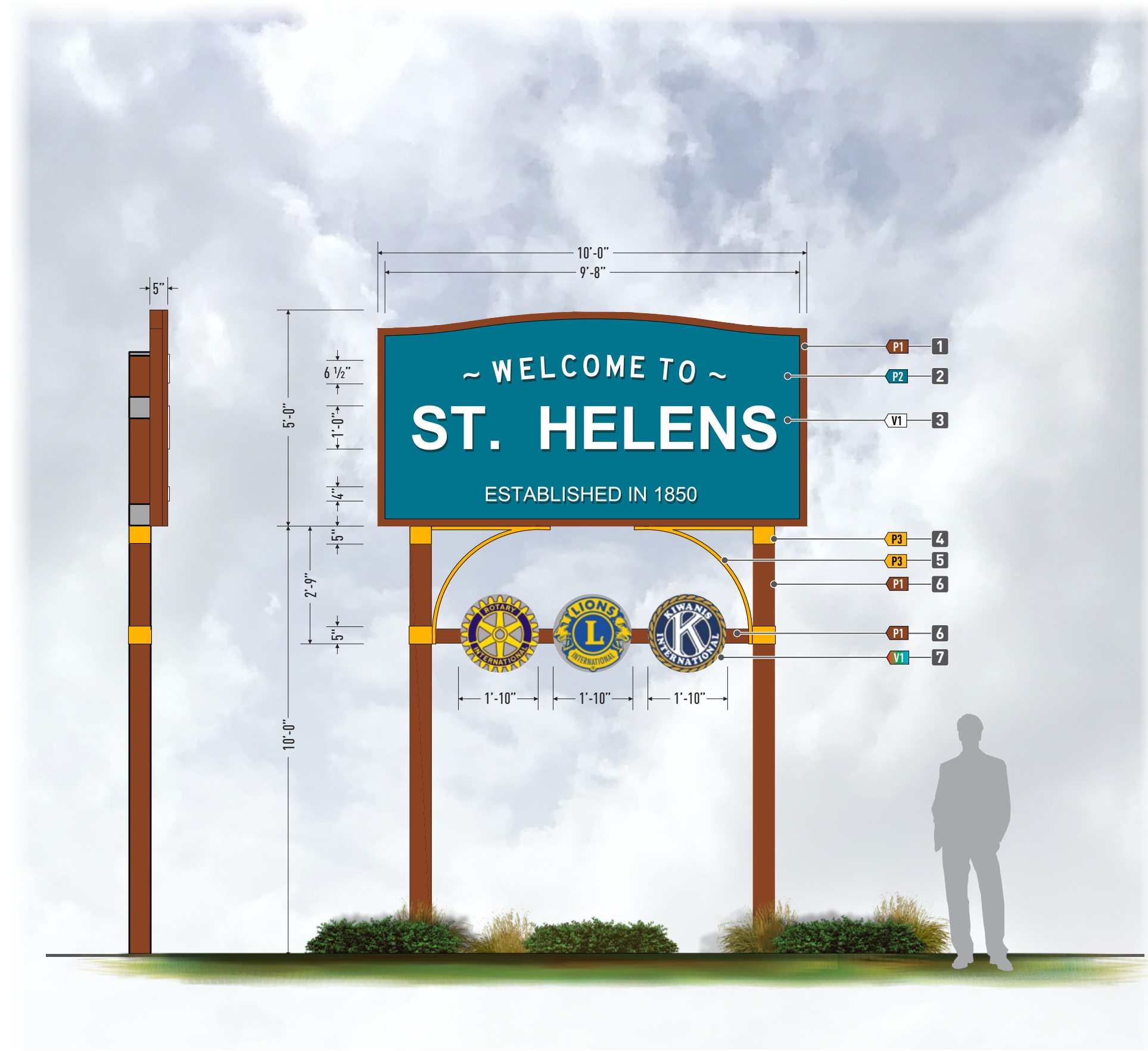
**REVISIONS**

1) X  
2)  
3)  
4)

**COLOR KEY**

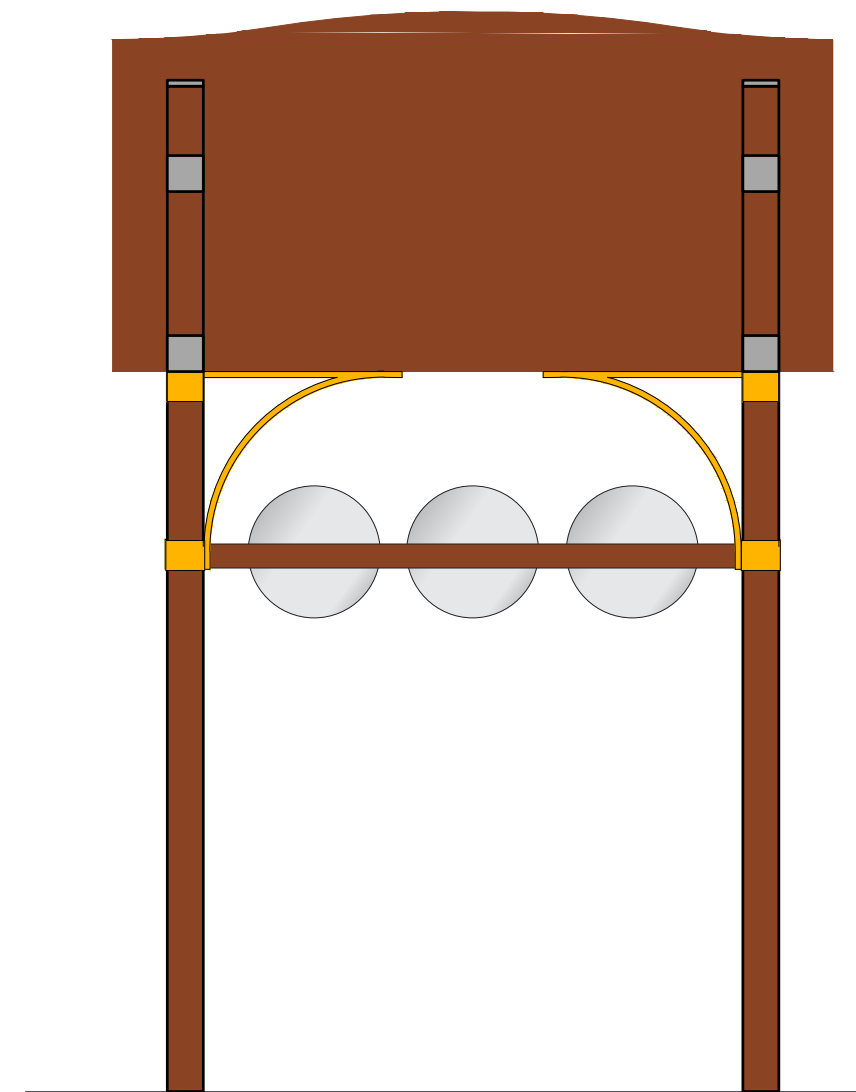
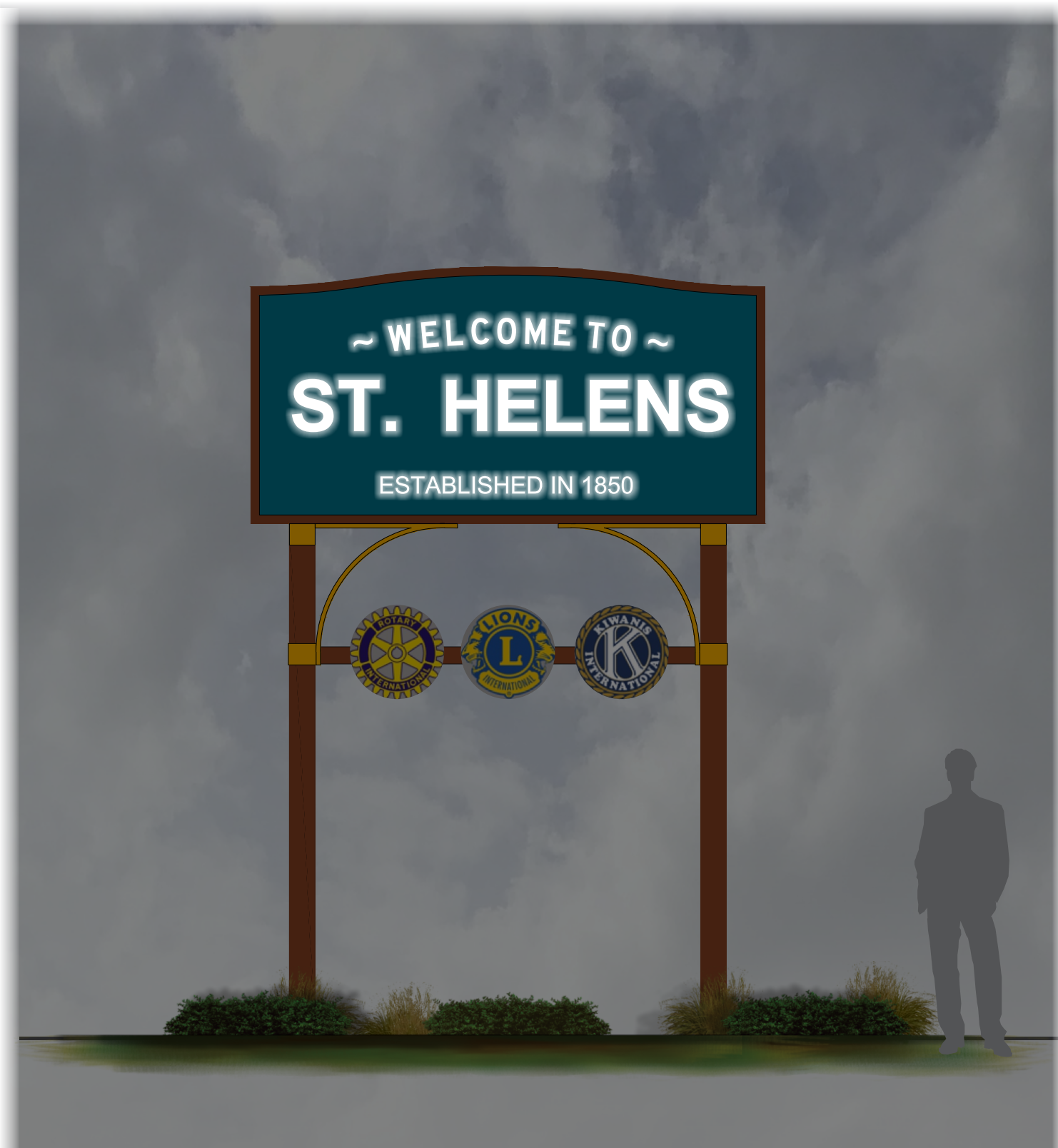
<b>P1</b>	PAINT	PAINT TO MATCH BROWN PANTONE 168 C - SATIN
<b>P2</b>	PAINT	PAINT TO MATCH BLUE PANTONE 2222 C - SATIN
<b>P3</b>	PAINT	PAINT TO MATCH GOLD PANTONE 1375 C - SATIN
<b>V1</b>	VINYL	3M 230-10 WHITE
<b>V2</b>	VINYL	DIGITALLY PRINTED ON WHITE REFLECTIVE MEDIA

NOTE: THE COLORS DEPICTED ON THIS RENDERING REPRESENT COLOR INTENT ONLY AND MAY NOT MATCH ACTUAL COLORS ON FINISHED PRODUCT. PLEASE REFER TO COLOR CALL-OUTS AND SPECIFIED VENDOR SAMPLES FOR APPROVED COLOR SPECIFICATIONS.



**A** S/F INTERNALLY ILLUMINATED SIGN DISPLAY  
QUANTITY: 1 MANUFACTURE & INSTALL

SCALE: 3/8" = 1'-0"



FINISHED BACKSIDE VIEW

**A** S/F INTERNALLY ILLUMINATED SIGN DISPLAY  
NIGHT VIEW

SCALE: 3/8" = 1'-0"

**PORTLAND**

9160 SE 74th Ave  
Portland OR 97206  
503-777-4555  
ramsaysigns.com

CLIENT:  
City of St. Helens - Welcome Sign  
St. Helens, OR

**PRE-PRODUCTION**

ACCOUNT EXECUTIVE:  
Darin Hauer

DESIGNER:  
Rick Rule

DATE:  
06.30.2020



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These plans are the exclusive property of Ramsay Signs, Inc. the original work of its design team. They are submitted to your company for the sole purpose of your consideration of whether to purchase these plans or to purchase from Ramsay Signs, Inc. a sign manufactured according to these plans. Distribution or exhibition of these plans to anyone other than employees of your company, or use of these plans to construct a sign similar to the one embodied herein, is expressly forbidden. In the event that such exhibition occurs, Ramsay Signs Inc. expects to be reimbursed 15% of the total project value in compensation for time and effort entailed in creating these plans.

L73 Grounding and Bonding Statement for each permanently connected sign the following statement or equivalent "This sign is intended to be installed in the accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign" should be either directly marked on the sign or label attached to the sign, included in the installation instructions, or provided on a separate sheet or tag shipped with the sign. The location of the disconnect switch after installation shall comply with Article 600.6 (A) (1) of the National Electrical code.

APPROVAL:  
ACCOUNT EXECUTIVE

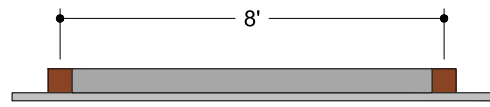
CLIENT

LANDLORD

DESIGN NUMBER:  
**20-879**

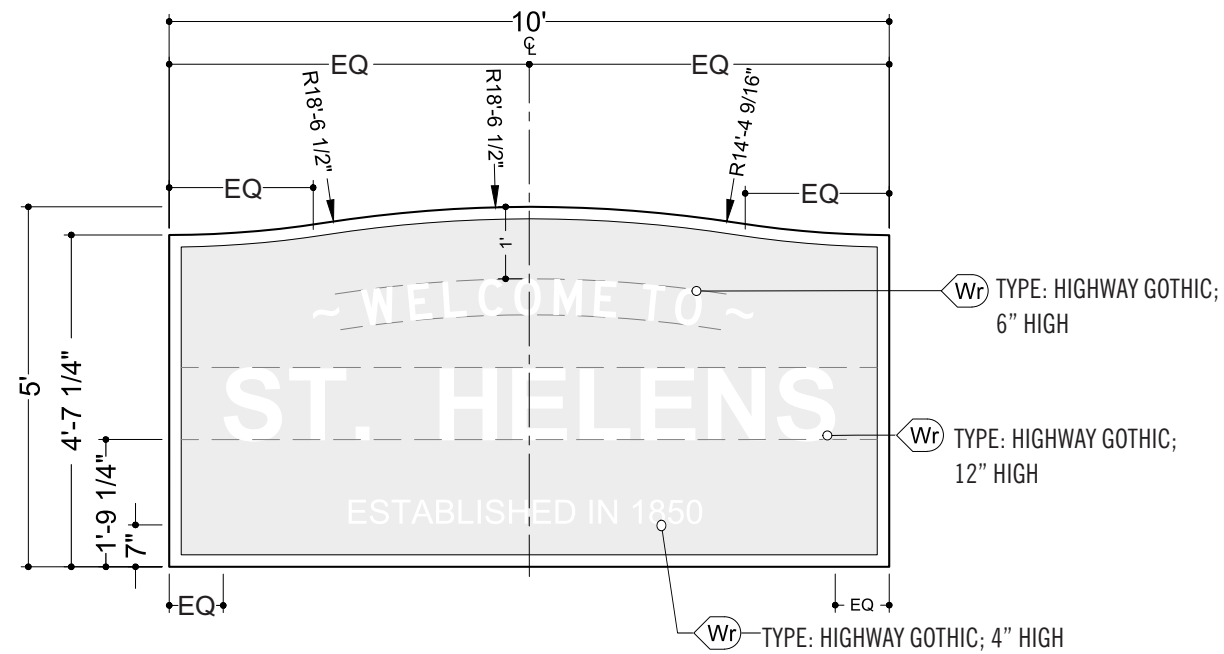
JOB ORDER NUMBER:  
**x**

# EXTERIOR - SIGN DISPLAY



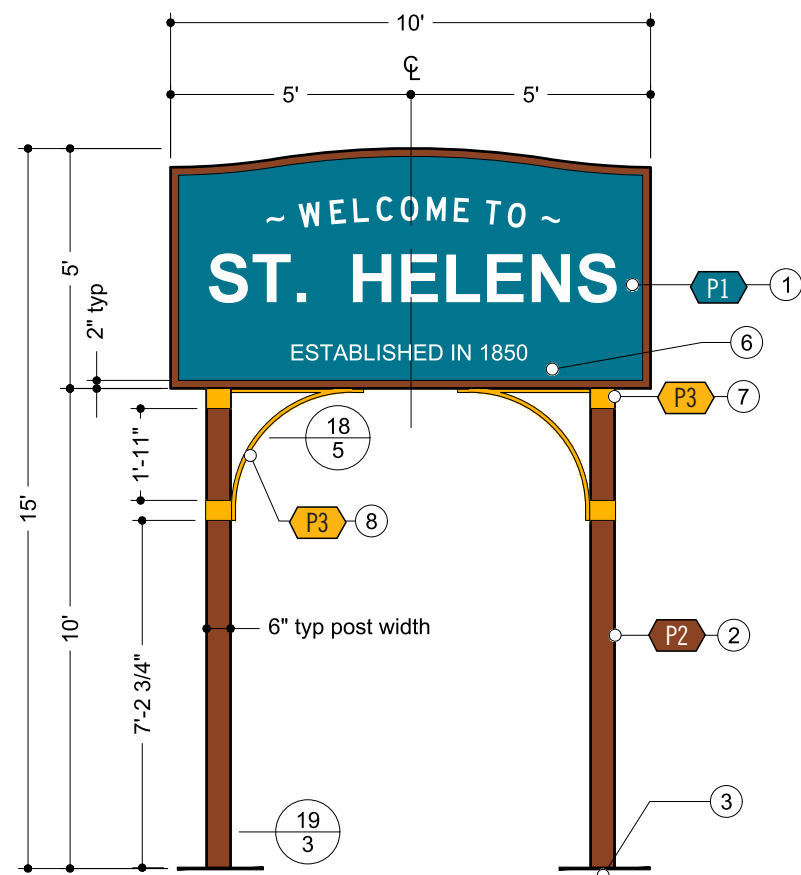
## 4 PLAN VIEW

Scale: 1/4" = 1' - 0"



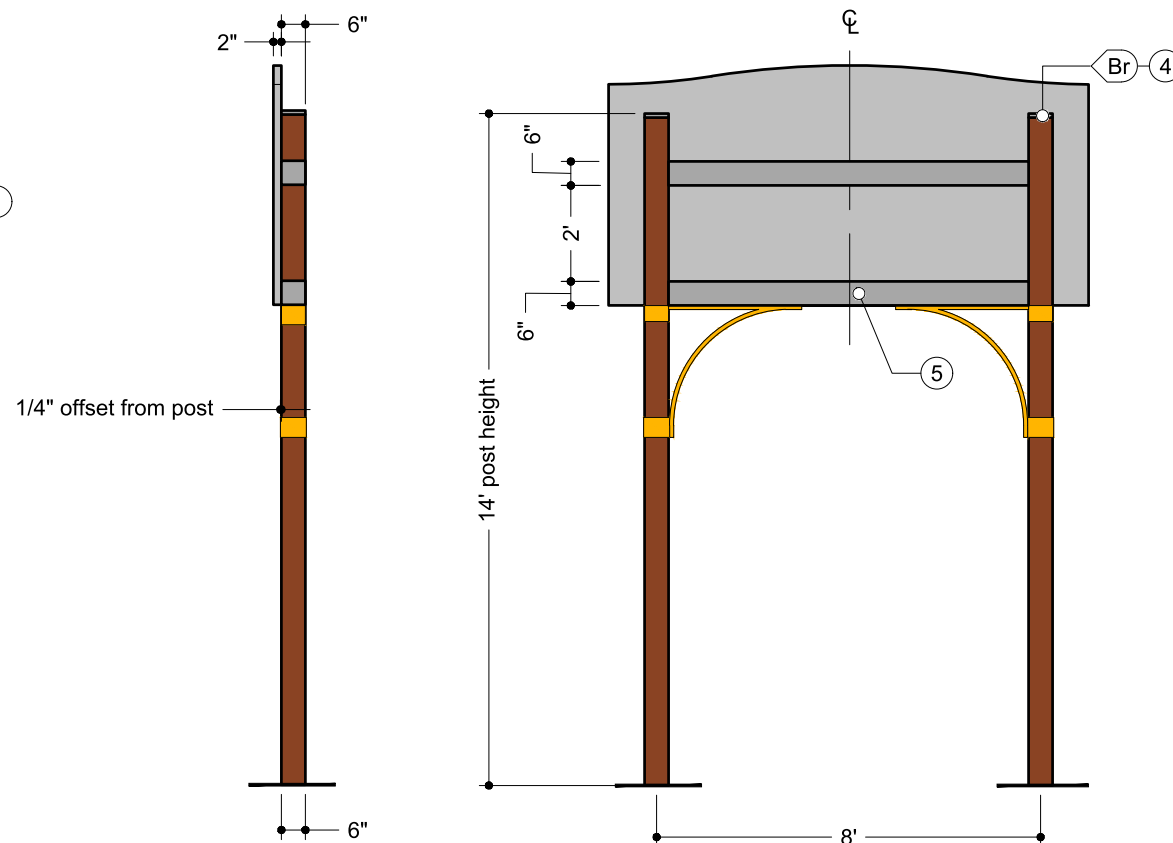
## 5 TYPICAL SIGN DETAIL

Scale: 3/8" = 1' - 0"



## 1 FRONT ELEVATION

Scale: 1/4" = 1' - 0"



## 2 RIGHT SIDE ELEVATION

Scale: 1/4" = 1' - 0"

## 3 RIGHT SIDE ELEVATION

Scale: 1/4" = 1' - 0"

## B CITY ENTRANCE SIGN - TYPICAL

Item #7.

Manufacture and install three (3) S/F non-illuminated sign displays.

### 1 SIGN PANEL

MATERIAL: 2" thick aluminum. Paint per color chart.  
 FABRICATION PROCESS: router cut  
 EDGES: Routed finished smooth  
 GRAPHIC/ TEXT: High performance reflective vinyl.  
 COATING: UV protection  
 FASTENERS: mechanically fastened

### 2 POST

MATERIAL: (2) 6"x 6" square steel tube fabricated to engineer wall thickness. Powder coat paint to match brown PMS 168C

### 3 FOOTING

MANUFACTURER: ODOT square tube sign support with triangle base breakaway: DET4241

### 4 POST CAP

MATERIAL: 1/4" steel plate  
 FABRICATION PROCESS: Welded

### 5 SUPPORT BEAMS

MATERIAL: (2) 6"x 6" steel tube, welded to posts

### 6 BOLTS

(6) Tamper-proof thru-bolts, lock washers and nuts. Fabricator to determine size.  
 MATERIAL: Stainless Steel

### 7 DECORATIVE BRACKET

MATERIAL: Steel  
 FABRICATION PROCESS: Welded

### 8 DECORATIVE BAND

MATERIAL: 1/4" Steel plate  
 FABRICATION PROCESS: Welded

White 280-10 Reflective Film

P1 Blue Pantone 2222 C

P2 Brown Pantone 168 C

P3 Gold Pantone 1375 C



9160 SE 74th Ave  
 Portland OR 97206  
 503.777.4555  
 800.613.4555  
 Fax 503.777.0220  
 ramsaysigns.com

Client:  
 City of St. Helens - Entrance Sign  
 St. Helens, OR

Date:  
 06.02.19  
 Project Manager:  
 Darin Hauer  
 Designer:  
 Rick Rule

Client Approval + Date  
 Landlord Approval + Date

### Revisions:

R1)



L73 Grounding and Bonding Statement for each permanently connected sign the following statement or equivalent "This sign is intended to be installed in the accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign" should be either directly marked on the sign or label attached to the sign, included in the installation instructions, or provided on a separate sheet or tag shipped with the sign.

© Copyright, 2019 Ramsay Signs, Inc. These plans are the exclusive property of Ramsay Signs, Inc. the original work of its design team.

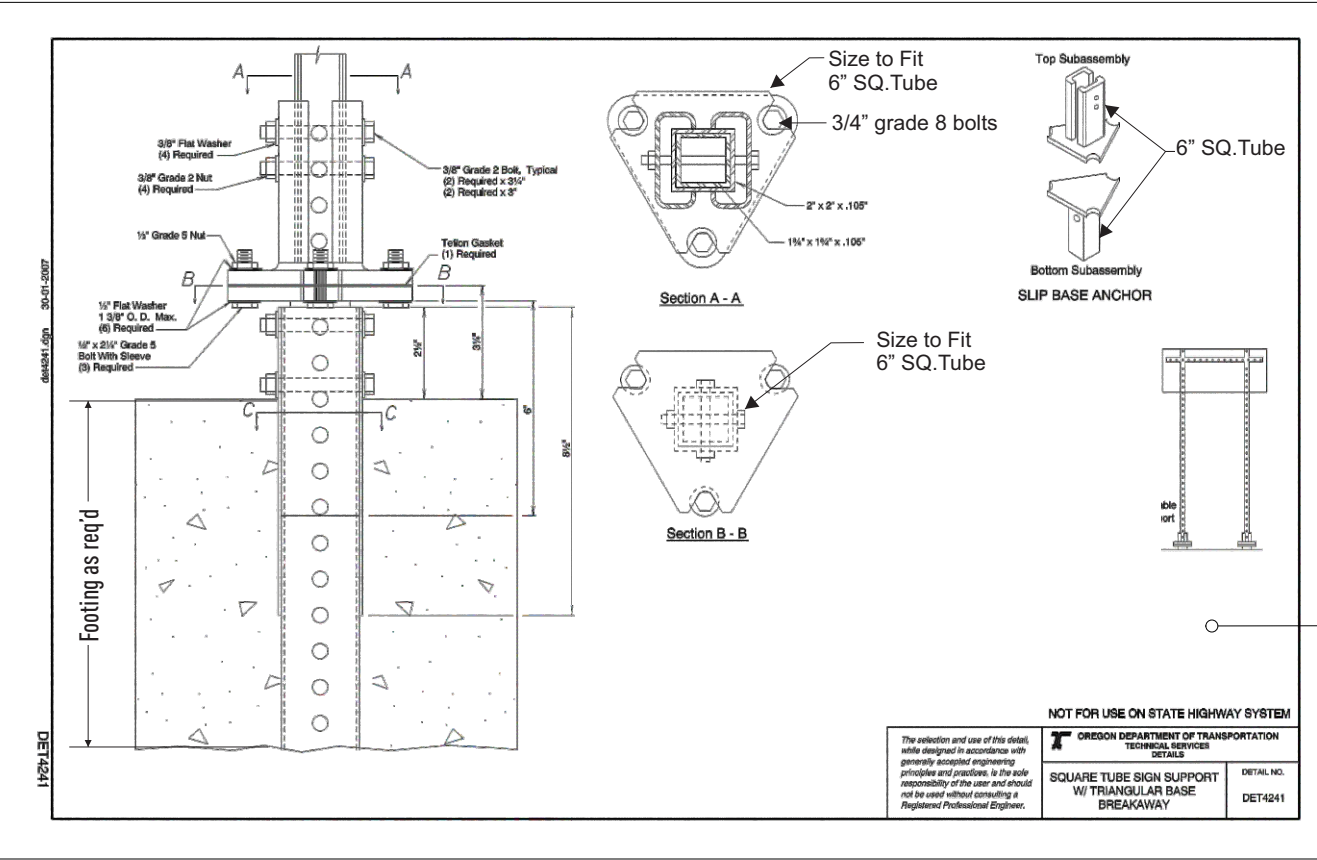
They are submitted to your company for the sole purpose of your consideration of whether to purchase these plans or to purchase from Ramsay Signs, Inc. a sign manufactured according to these plans.

Distribution or exhibition of these plans to anyone other than employees of your company, or use of these plans to construct a sign similar to the one embodied herein, is expressly forbidden.

In the event that such exhibition occurs, Ramsay Signs Inc. expects to be reimbursed 15% of total project value in compensation for time and effort entailed in creating these plans.

PAGE # 1  
 Number of pages: 2

Page 54



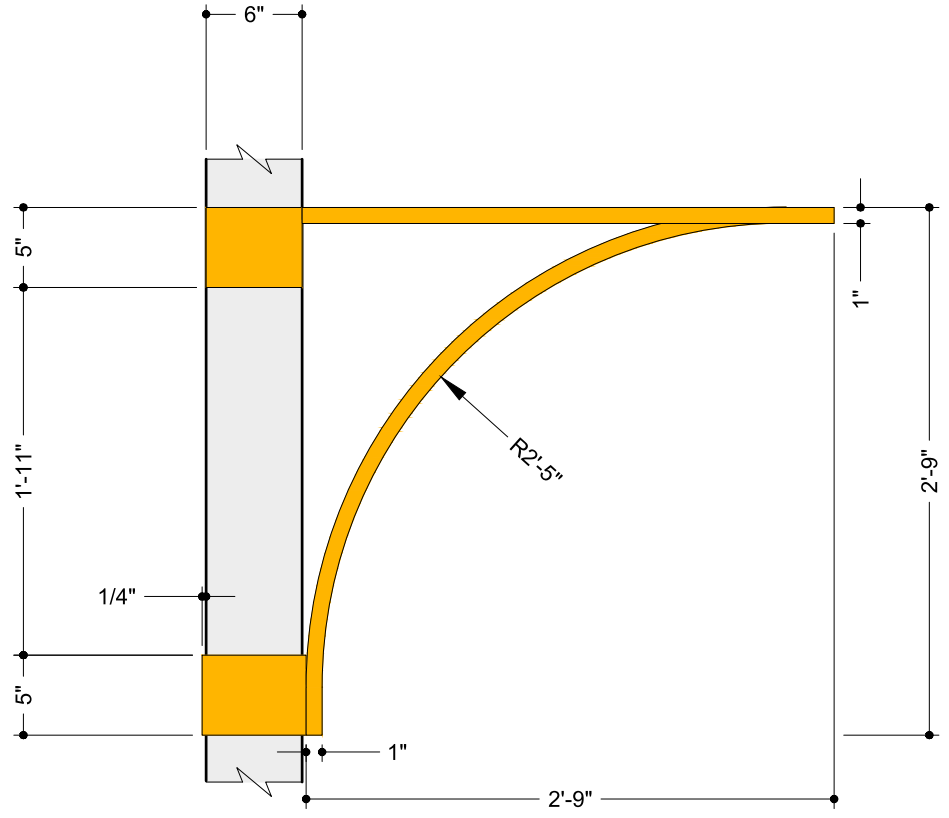
**Footing Detail**  
 3.5' Length  
 3.5' Width  
 4' Depth

ODOT base detail;  
 Sign base to be sized  
 appropriately for post size

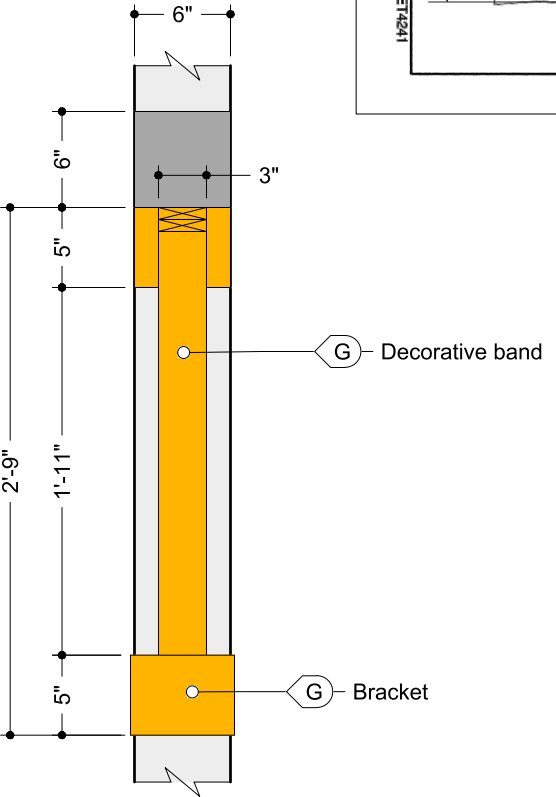
NOT FOR USE ON STATE HIGHWAY SYSTEM

<small>The selection and use of this detail, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.</small>	
OREGON DEPARTMENT OF TRANSPORTATION TECHNICAL SERVICES DETAILS	DETAIL NO. DET4241
SQUARE TUBE SIGN SUPPORT W/ TRIANGULAR BASE BREAKAWAY	

**3 ODOT Triangle Breakaway Base Detail**  
 No Scale



**1 BRACKET DETAIL**  
 Scale: 1" = 1' - 0"



**2 BRACKET AND BAND ELEVATION**  
 Scale: 1" = 1' - 0"



9160 SE 74th Ave  
 Portland OR 97206  
 503.777.4555  
 800.613.4555  
 Fax 503.777.0220  
 ramsaysigns.com

Client:  
 City of St. Helens - Entrance Sign  
 St. Helens, OR

Date:  
 06.02.19  
 Project Manager:  
 Darin Hauer  
 Designer:  
 Rick Rule

Client Approval + Date  
 \_\_\_\_\_  
 Landlord Approval + Date  
 \_\_\_\_\_

Revisions:  
 R1) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



L73 Grounding and Bonding Statement for each permanently connected sign the following statement or equivalent "This sign is intended to be installed in the accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign" should be either directly marked on the sign or label attached to the sign, included in the installation instructions, or provided on a separate sheet or tag shipped with the sign.

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 They are submitted to your company for the sole purpose of your consideration of whether to purchase these plans or to purchase from Ramsay Signs, Inc. a sign manufactured according to these plans.  
 Distribution or exhibition of these plans to anyone other than employees of your company, or use of these plans to construct a sign similar to the one embodied herein, is expressly forbidden.  
 In the event that such exhibition occurs, Ramsay Signs Inc. expects to be reimbursed 15% of total project value in compensation for time and effort entailed in creating these plans.

City of St. Helens  
INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into by and between the **City of St. Helens**, an Oregon municipal corporation (the "City"), and **Treadway Events & Entertainment LLC.**, an Oregon limited liability company ("Contractor"), collectively the "Parties" and each a "Party".

**RECITALS**

- A. The City is in need of services to produce and manage the events listed in Attachment A attached hereto and incorporated herein by reference (each an "Event" and collectively, the "Events").
- B. The City has determined Contractor to be qualified and capable of performing the services sought by the City.

NOW, THEREFORE, the Parties agree as follows:

**AGREEMENT**

- 1. Engagement.** The City hereby engages Contractor to provide services related to special events management, and Contractor accepts such engagement on the terms and conditions set forth herein.
- 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 (the "Services").
- 3. Term.** This Agreement shall become effective upon the full execution by the Parties (the "Effective Date") and shall terminate on December 31, 2025, unless sooner terminated or extended in accordance with the terms stated herein (the "Term"). The Term may be extended annually for up to three (3) years through December 31, 2028 by mutual written agreement of the Parties. Notice of intent to extend shall be provided by the City to Contractor in writing no later than 60 days prior to December 31<sup>st</sup> of each year. If an extension is not agreed to by the Parties in writing by January 31<sup>st</sup>, the City may solicit the Services in accordance with the City's public contracting code and the Oregon Public Contracting Code, or manage the Services internally.
- 4. Compensation.** The terms of compensation for the Contractor shall be as provided in Attachment C attached hereto and incorporated herein by reference.
- 5. Budgeting/Purchases on Behalf of City.** Contractor shall submit budget proposals for the Events by January 31<sup>st</sup> of each year. The City shall promptly review and request revisions or approve the budget proposals by March 1<sup>st</sup> of each year. Contractor shall perform



and complete the services set forth in Attachment A within the final budget agreed to by the Parties in writing ("Approved Budget").

**5.1. Purchases on behalf of City equal to \$20,000, but less than \$50,000.**

Any expense related to the purchase of any assets or equipment on behalf of the City in an amount equal to or greater than \$20,000 (Twenty thousand dollars), but less than \$50,000 (Fifty thousand dollars) shall require pre-approval from the City Administrator. Any expenditures made under this category without pre-approval will be the sole responsibility of Contractor.

**5.2. Purchases equal to or greater than \$50,000.** Any expense related to the purchase of any assets or equipment on behalf of the City in an amount equal to or greater than \$50,000 (Fifty thousand dollars) shall require pre-approval from the City Council, in accordance with the City's public contracting code. The Finance Director shall also be informed of the asset purchase price and description for auditing purposes. Any expenditures made under this category without pre-approval will be the sole responsibility of Contractor.

**5.3. Process and Method.** All expenditures in connection with the Events shall be made by Contractor using a credit/debit card issued to Contractor by the City or check issued by the City Finance Department from the Events Account (as defined below). No purchases or exchanges of services shall be made as a method or form of payment between parties. Contractor shall be responsible for assuring that all payables and disbursements actually incurred or paid by Contractor in connection with Contractor's rendering of Services are within the Approved Budget, which shall include, without limitation, payments to vendors and groups that assist tourism activities for payment, and all lease payments, utilities, and taxes relating to use of the Masonic Building ("Masonic Building Costs"), as well as all expenses relating to garbage and temporary facilities. Credit/debit card receipts shall be provided to the City Finance Department by the 5<sup>th</sup> day of the month for expenditures incurred during the prior month and Contractor shall include documentation indicating event / purpose of expenditure.

**5.3.1 Masonic Building Costs.** The Parties acknowledge that the owner of the Masonic Building requires the Masonic Building Costs be paid by the City (and not by Contractor) and that the City shall use Events Funds in the Events Account to pay such Masonic Building Costs. The City shall provide Contractor with estimates of Masonic Building Costs for Contractor's annual budgeting purposes and City shall provide Contractor with written itemized documentation of City's payments of Masonic Building Costs to the owner of the Masonic Building, within a reasonable amount of time after each such payment (or upon Contractor's written request for such documentation).

**5.4. Contractor's Discretion.** Provided Contractor receives approval as set forth in Sections 5.1 and 5.2 above, Contractor shall have discretion and control to utilize any assets or

equipment as Contractor deems appropriate or necessary to perform the Services. This Section 5 is not intended to interfere with Contractor's ability to purchase any assets or equipment on Contractor's own behalf for Contractor's business as Contractor deems appropriate or necessary to perform the Services.

**6. Specific Event Planning.** With the exception of a written plan and summary of the Spirit of Halloweentown Event, Contractor shall submit to the City Administrator, City Public Works Director, and City Police Chief a written plan and summary of each Event at least 60 days in advance of the start date for each such Event for their review. The Contractor shall submit to the City Administrator, City Public Works Director, and City Police Chief the written plan and summary of the Spirit of Halloweentown Event no later than 90 days in advance of the start date of the Spirit of Halloweentown Event (except with respect to the 2024 Spirit of Halloweentown Event, for which in which Contractor shall submit to the City Administrator, City Public Works Director, and City Police Chief the written plan and summary of the Spirit of Halloweentown Event as soon as possible after the Effective Date). The City has the right to request changes to the Event plan to ensure fiscal responsibility, safety and security, and assurances of proper set-up of equipment and staff time is allocated to create a successful event. The City may request additional information or additional resources be allocated to ensure the safety and security of an Event, which may include additional costs at the burden of the Events Account and overall program expenditures and the Approved Budget in connection with such Event shall automatically increase by an amount equal to such additional costs. City Administrator, City Public Works Director, and/or City Police Chief or their respective departments requesting changes or additional resources shall make their request in writing to the City Administrator and Contractor no less than 45 days prior to the start date of the applicable Event.

**7. End of Event and End of Year Reporting Standards.** The Contractor is required to produce a written report after each Event and submit the report to the City Administrator no later than 45 days after each Event. This report will be made available to the City Council at their request. The report shall include: (a) a summary of revenues and expenditures for the Event; (b) a summary of feedback from local business owners and community members; and (c) a summary of recommended improvements for the following year.

**8. Revenue/Banking Services.** City shall establish an account at a local bank branch (the "Events Account") to hold all monies generated by the Events ("Events Funds"). City shall take such necessary steps to provide Contractor with authorization to deposit Events Funds into the Events Account, as well as login-access such that Contractor can connect its accounting management software. Contractor shall initiate a deposit of all Events Funds generated and received by Contractor in connection with the Events, including but not limited to all cash payments, funds generated through the City's tourism websites and electronic transactions in any form, into the Events Account within three (3) business days of receipt of such Events Funds by Contractor. The Parties shall have joint access to the Events Account and receive

monthly account statements. The monthly account statements shall be reconciled by the City to ensure proper accounting. For purposes of this Agreement, Events Funds are defined as any and all gross revenue generated by any Events set forth in Attachment A, or any other Events for which Contractor is managing as mutually agreed upon by the Parties in writing. The City agrees to deposit all existing revenues from previous Events into the Events Account promptly after execution of the Agreement and establishment of the Events Account.

**8.1. Electronic payments.** Contractor shall use commercially reasonable good faith efforts to set up all electronic payments received in connection with the Events to be deposited directly into the Events Account. Contractor shall further use commercially reasonable good faith efforts to provide the City Administrator and City Finance Director with access to all electronic processing sites to confirm payments and processing reports. City acknowledges that Contractor shall engage a ticket sales service provider in connection with Event ticket sales.

**9. Compliance.** The City, at its discretion, may suspend or withhold payments in the event Contractor fails to materially comply with requirements in this Agreement after Contractor has been notified in writing of such non-compliance and has been given a reasonable opportunity to cure. 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. The City represents and warrants that: (a) to the best of its knowledge, in the exercise of reasonable prudence and due inquiry, no provision of this Agreement creates an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution; and (b) funds to pay Contractor's compensation hereunder in connection with services rendered in current fiscal year have been appropriated in compliance with applicable law and City shall use good faith efforts to appropriate Contractor's compensation in compliance with applicable law for the remainder of the Term. City shall notify Contractor in writing immediately upon City's discovery or conclusion or likely conclusion that the City is unable to timely pay Contractor its compensation due to the debt limitation provision of Article XI, Section 9 of the Oregon Constitution or the City's the funds not being appropriated in accordance with applicable law.

**10. Independent Contractor.** 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 to City employees. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contractor is not to be considered an officer, employee, or agent of the City for any purpose. Contractor certifies that it currently has a City business license or will obtain one prior to rendering Services under this Agreement.

All persons employed or engaged by Contractor and that may participate in the Contractor's performance of the Services ("Contractor Personnel") shall be considered Contractor's employees, subcontractors, agents, or principals and not principals, agents, or employees of the City. Contractor covenants and agrees not to hold itself out as an employee of the City and Contractor acknowledges that its employees have no right or entitlement in or to any right, privilege or benefit which would accrue to an employee of the City for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code related to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k), and other benefit payments.

**11. Location, Resources and Equipment.** As an independent contractor providing Services to the City hereunder, Contractor will provide any resources it determines are needed to provide the Services. Contractor shall be responsible, at its own cost and expense, to furnish the necessary personnel, incidental services, equipment and facilities to perform the Services at its own office location, including without limitation its own computer, internet access, facsimile machines, photocopy machines, computers, printers and other equipment and facilities necessary to perform his responsibilities hereunder. Nothing in this Agreement shall be deemed a requirement that Contractor incur a cost or expense except as it chooses in its sole discretion. Notwithstanding the above, Contractor shall be permitted access to use of City facilities and equipment when at the City location as requested and approved by City, and only to the extent necessary to perform the Services.

Contractor shall be provided use of specific areas of City Hall during specified events and provide access to adequate storage facilities that contain City assets and tourism related materials. No official place of City business, desk, or office shall be used by Contractor during normal business hours. Contractor may use shared common space within City Hall (except at the front of City Hall) to conduct business during regular City hours of operation but shall not intentionally deter employees from needed meeting spaces. Contractor shall use commercially reasonable good faith efforts to ensure that citizens and patrons do not get the impression that Contractor Personnel are employees of the City and Contractor shall not assist customers of City Hall during normal City Hall hours of operation.

**12. Hiring Employees.** Contractor may select and hire individuals to assist Contractor in providing the Services as employees or independent contractors. Contractor shall comply with applicable federal, state, regional and local laws and regulations in performing the services and in any of its dealings with its employees, including, but not limited to, laws and regulations regarding workplace safety, immigration, payment of wages, child labor, discrimination, harassment, retaliation and protected leaves.

**12.1.** Contractor Personnel and Event volunteers will wear clothing that states "Event Staff" during all Events.

**12.2.** In the event Contractor utilizes City employees to perform work, Contractor agrees that Contractor shall reimburse City from the Events Account for the actual and verifiable use of such employees at rates agreed to in writing and in advance by the Parties. The City will provide a work force to place any assets that physically connect to a City or County structure. All work provided during normal business hours by City employees shall be tracked and billed monthly to Contractor for accounting purposes and to ensure transfer of funds. Contractor will pay for such bill with the funds in the Events Account. City employees may volunteer at Events (subject to Contractor's approval and policies, which may include requiring such volunteers to sign a release and assumption of risk agreement) after normal working hours and shall not be billed to or by the City for their time.

**13. Ownership and Work Made for Hire.** City currently owns several websites and social media accounts ("City Website and Social Media Channels") that Contractor may be given access to convey appropriate marketing for Events. Any ads or materials created by Contractor for public use shall become the property of the City and deemed "Event Materials" as defined below. Any reuse or alteration of Event Materials by the City shall be at City's sole risk. During the Term, the City hereby grants Contractor the right to use the name, intellectual property, signage, trade names, trademarks, trade dress, service marks, copyrights, slogans, verbiage and logos of City and/or the Events in and in connection with the Event and the marketing, advertising, promotion, and/or publicity thereof ("City Marks").

**13.1.** All materials produced for the City by Contractor or Contractor Personnel performing services covered by this Agreement ("Event Materials") shall be deemed "work made for hire" within the meaning of the U.S. Copyright Act, as amended. If any portion of the Event Materials is determined not to be a work made for hire, Contractor hereby sells, assigns, and transfers to the City all present and future right, title, and interest, including all copyrights and trademarks, so that all copyrights for the Event Materials will immediately and automatically be the sole and absolute property of the City. Contractor shall, at the expense of City, execute any instruments (after Contractor has a reasonable opportunity to review and comment thereon) and do all other acts reasonably requested by City that are consistent herewith (both during and after the Term) to vest more fully in City all ownership rights in the Event Materials. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, Contractor will retain ownership and possession of, and will not be required to deliver, license or grant any rights to City, in or to any of Contractor-owned mechanical or electronic devices, source or object code or application software (including, without limitation, computer code, data or files), computer graphic models, processes, know how, methods, procedures, research and development, technologies or proprietary materials and generic or stock elements not provided by City, which are used as tools to create the Event Materials and/or are tools developed in connection with Contractor's services hereunder (collectively, "Contractor Material"). Contractor owns the Contractor Material, as well as all intellectual property rights related to the Contractor Material (and any subsequent modification thereto or enhancement thereof), including but not limited to, any copyrights, trademarks, trade secrets

or patents in connection therewith and the same are expressly excluded from, and will not be deemed to be, the Event Materials. Contractor hereby grants to City a perpetual, irrevocable and non-exclusive license to use the Contractor Material solely as incorporated in the Event Materials solely for City's promotion of Events and for the City's internal and reporting purposes. Except to the extent required to exercise its rights in and to the Event Materials in accordance with this Agreement, City shall not permit any other person or entity to access or use the Contractor Material licensed hereunder.

**13.2.** By January 31<sup>st</sup> of each year, Contractor shall submit to the City Administrator a summary of all Events produced during the prior year. Such summary shall include all relevant documentation, paperwork, and backup materials for the previous years' Events to ensure a continuity of tourism operations should the current contractor not be selected to provide services in the new year.

**14. Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (d) by electronic mail at the electronic mail address commonly used by the recipient in the conduct of communications between the Parties. Notice sent pursuant to clause (a) shall be effective three (3) business days after its deposit with the United States Postal Service; notice sent pursuant to clause (b) shall be effective upon receipt by the intended recipient; notice sent pursuant to clause (c) shall be effective upon the date delivered by such a commercial delivery service; and notice given by email delivery pursuant to clause (d) shall be effective upon being sent by the sender. Notices sent by mail or email shall be addressed as follows:

City: City of St. Helens  
 Attention: City Administrator  
 265 Strand Street  
 St. Helens, OR 97051  
[Email: jwalsh@sthelensoregon.gov](mailto:jwalsh@sthelensoregon.gov)

Contractor: Treadway Events & Entertainment LLC.  
 Attention: Brandon Treadway  
 465 NE 181st. Avenue, #58  
 Portland, Oregon 97230  
[Email: brandon@treadwayevents.com](mailto:brandon@treadwayevents.com)

Any Party may designate a different address by giving notice to the other Party delivered in accordance with the provisions of this paragraph.

**15. Standard of Care.** Contractor shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**16. Consequential Damages.** Neither Party shall be liable to the other for consequential, indirect, special or punitive damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either Party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

**17. Insurance.** 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.

**17.1.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew coverage without thirty (30) days' prior written notice to the City.

**17.2.** 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 shall retain any cost incurred for same from moneys due Contractor hereunder.

**17.3.** 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 amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance). Renewal certificates shall be sent to the City at least ten (10) days prior to coverage expiration.

**17.4.** 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.

**18. Workers' Compensation.** Contractor shall carry workers' compensation insurance as and to the extent required by law and shall provide the City with appropriate proof of such insurance reflecting the required coverage prior to commencement of any Services. Contractor assumes full responsibility for any liability and exposure under law relating to workers' compensation because of Contractor's performance of Services under this Agreement and will hold the City harmless for and from any industrial accident or liability that is attributable to

Contractor, except to the extent caused by the negligence or willful misconduct of the City or the City's officers, employees, elected or appointed officials, third party contractors, volunteers, or agents ("City Personnel").

**19. Termination.** At any time and without cause, the City or Contractor shall have the right in their sole discretion to terminate this Agreement by giving 90 days written notice to the other Party. If City terminates this Agreement pursuant to this section, the City shall pay Contractor compensation and applicable Net Revenue (as defined in Attachment C) earned and accrued for services rendered to the date of termination, including Contractor's and subcontractors' reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

**20. No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties, whether directly, indirectly, or otherwise, other than City and Contractor or their partners, successors, executors, administrators, and assigns as provided in Section 28 of the Agreement.

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

**22. Waiver.** A waiver by a Party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

**23. Representations and Warranties.** City represents and warrants that: (a) City has the full right, power and authority to enter into this Agreement and to grant Contractor all rights provided by this Agreement; (b) the consent of no other person or entity is required to enable Contractor to use the City Marks or City Website and Social Media Channels as described in this Agreement or as otherwise permitted by City in writing; (c) Contractor's use of the City Marks or any other materials the City provides Contractor for use in connection with the Events will not defame, infringe upon or violate the rights of, any third parties; (d) the Event locations and any and all facilities the City makes available for the Events and/or Contractor's use in connection with the Services are maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances, are free of latent defects or illegal conditions of which City is or should be aware except those of which City has notified Contractor; (e) City will maintain the Event locations and any and all facilities the City makes available for the Events and/or Contractor's use in connection with the Services in useable condition for all uses contemplated hereunder; (f) if the City is not the legal owner of any Event locations or facilities the City makes available for the Events and/or Contractor's use in connection with the Services, the City has secured from the legal owner the right and authority for Contractor to utilize such locations and facilities as provided hereunder; (g) the City has the right to grant Contractor the use of any equipment that the City makes available for Contractor's use in connection with the Events and the Services ("City Equipment") and such City Equipment is in good repair and



working order having passed all necessary inspection and licensing requirements and in full compliance with all applicable laws, rules and regulations as of the date of Contractor's use; (h) the City Equipment is free of latent defects or illegal conditions of which the City is or should be aware; (i) that the boat/watercraft/maritime vessel ("Vessel") used in connection with Events is in first-class operating and seaworthy condition and capable of performing the intended use(s) of transporting people and equipment; (j) the City shall, if necessary, disclose to any insurer the use of the Vessel in connection with Events; (k) if the City is not the legal owner of the Vessel, the City has secured from the legal owner the right and authority for Contractor to obtain and maintain insurance for use of the Vessel in connection with the Events as expressly set forth in this Agreement; (l) the Vessel has been maintained by City (or the Vessel's owner if the City is not the owner) in compliance with all applicable federal, state and local laws, rules regulations, codes and ordinances, including, without limitation, all Coast Guard, environmental, and health and safety laws, rules, regulations, codes and ordinances, as well as all manufacturers' specifications; and (m) the City shall timely render all required decisions and approvals so as not to frustrate Contractor's ability to render Services. Contractor shall not be held responsible or liable for any resulting delay in providing Services or otherwise due to City's breach of this Section 23.

**24. Indemnification.** Contractor shall defend, indemnify and hold harmless the City and City Personnel from any and all liability, causes of action (by third parties), third party claims, losses, damages, judgments or other costs or expenses including reasonable outside attorneys' fees ("Claims") that arise from the negligent or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor, except to the extent that the Claims arise out of the negligence or willful misconduct of the City or City Personnel. To the extent allowed by the Oregon Constitution and the Oregon Tort Claims Act, City shall defend, indemnify and hold harmless the Contractor and Contractor Personnel from and against any and all Claims that arise from the City's breach of this Agreement and/or the negligent or willful misconduct of City or City Personnel, except to the extent that the Claims are covered by Contractor's indemnification obligation hereinabove.

**24. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

**25. Compliance with Law.**

**25.1.** The Parties shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

**25.2.** Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in

excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

**25.3.** Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

**25.4.** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations and shall also comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

**25.5.** Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.

**26. Confidentiality.** Contractor understands the nature of the Services means the Contractor may be privy to information that is identified to Contractor as confidential or proprietary and shall not be disclosed to any third person or entity either during the term of this Agreement or after its termination, except as follows: (a) as authorized by City in writing, (b) as required by law or court order, or (c) to Contractor's representatives and advisors who require the information in order to advise Contractor in accordance with the Agreement.

**27. 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 (which shall not be unreasonably withheld, conditioned or delayed).

**28. 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.

**29. Assignment.** This Agreement shall not be assigned by either Party without the express written consent of the other Party. Contractor shall not assign Contractor's interest in this Agreement without the prior written consent of the City.

**30. Dispute Resolution.** Should a dispute arise between the Parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The Parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both Parties. Mediation shall be conducted in St. Helens, Oregon, unless both Parties agree in writing otherwise. Both Parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a Party requests mediation and the other Party fails to

respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either Party. The Parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a Party from seeking equitable relief to enjoin a violation of this Agreement.

**31. 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 disabled, including, but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, pandemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather, inability to secure sufficient power, essential commodities, necessary equipment, adequate transportation or transmission facilities, any applicable law, or insufficient funds due to no fault of Contractor, or delay of subcontractor or supplies due to such cause; provided that the Parties so disabled shall within ten (10) 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 of additional compensation. Each Party shall, however, make good faith reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

**32. 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 outside attorney fees and costs incurred herein at trial and on appeal.

**33. Inspection and Audit by the City.** Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that 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 public documents shall be provided to the City free of charge that do not conflict with any third party or contractor that requires nondisclosures to obtain engagement. The Events Account is considered part of the financial records for purposes of this section.

**33.1.** The City shall have the right to inspect and audit financial records pertaining to the services under this agreement at any time during the term of this agreement or within three (3) years following the termination or expiration of this Agreement.

**34. 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. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and which taken together shall constitute one and the same instrument. Scanned and electronic signatures provided hereto will be deemed original for all purposes hereunder.

**35. Severability.** 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.

**36. Headings.** The descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

*[Signature Page to Independent Contractor Agreement Follows]*

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

**City of St. Helens Council Meeting Date of Approval:**

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

**Printed Name:** \_\_\_\_\_

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

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

**Contractor:**

Treadway Events & Entertainment LLC.

**By:** \_\_\_\_\_

**Printed Name:** Brandon Treadway

**Title:** Sole Member

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

*[Signature Page to Independent Contractor Agreement]*

**ATTACHMENT A**  
**City of St. Helens, Oregon**  
**Special Event Coordination and Management Services**  
**Scope of Work**

**TOURISM PROGRAM OBJECTIVE**

The primary objective of the City's Tourism program is to draw people to the St. Helens community for a positive visitor experience. The strategy proposed for achieving this goal is to continue producing meaningful events and activities that draw visitors, fill hotel rooms, support local merchants, and improve community identity and livability. To ensure sustainability, the program costs are expected to be fully recovered through event revenues and sponsorships. It is the expectation of the Contractor to generate all revenue to cover the event expenses including lease of the Masonic Building and utilities. Only the Compensation will be paid by the City to the Contractor utilizing funds appropriated and accounted for in the Events Account (i.e., funds the City deposits into the Events Account and/or Events Funds in the Events Account). It is the further expectation that the City will not withdrawal funds from the Events Account except to pay the Masonic Building Costs and to pay Contractor the Compensation and Incentive Compensation.

**EVENT DESCRIPTIONS**

**1. 13 Nights on the River**

This popular 13 Nights on the River concert series has been a Thursday night favorite in the Columbia View Park from June through Labor Day. The event entails live music and other entertainment along with food and other vendors to attract citizens and visitors to our community.

**2. Fourth of July**

The Independence Day celebration has been a long-standing tradition on the waterfront. Contractor should anticipate working collaboratively with community organizations to ensure a quality and cost-effective event.

**3. Spirit of Halloweentown**

This event has grown into an international event attracting tens of thousands of visitors to experience the magical place where Halloweentown was filmed in 1998. The event has expanded from a modest community celebration into a month-long program where the City transforms and embraces the Spirit of Halloweentown. Past activities have included celebrity visits, character actors, music, performances, meet and greet events, tractor rides, parking management, vendor management, city tours, haunted houses, a

gift shop, and much more. The event provides the opportunity for community organizations and nonprofits to generate revenue to support community programs throughout the year while supporting local business and covering the expenses of operating the event.

4. Christmas Tree Lighting

The Christmas Tree lighting ceremony occurs annually on the evening the Portland Christmas Ships visit in December. This event oversees the decorating and take down of the Court House Plaza decorations including the Christmas Tree lighting and activities the night of the event. Traditionally, the City Public Works employees will assist in the tree installation and decorations. The City provides the ship captains' dinner, Santa and Mrs. Claus visit, amplified or live holiday music, free hot chocolate, and warming barrels along the waterfront.

5. Other events

Contractor and City may opt to produce additional events and activities throughout the year to ensure program sustainability (which shall be agreed to in writing signed by the Parties). Such additional events must be authorized by the City Administrator and City Council. These additional events should be produced with no additional cost burden to the City. No additional compensation is provided to Contractor for additional events, however additional revenue and sponsorships may increase the revenue sharing portion of the contract at the end of the year that is paid to Contractor.

## **SCOPE OF SERVICES**

Contractor will be responsible for all coordinating and managing City Events from inception to completion. Contractor's services may include the following:

- Advertising, promoting, and marketing Events.
- Manage the City's social media and event accounts.
- Create, manage, and reconcile event budgets, revenues, and expenditures.
- Solicit sponsorships for Events.
- Create and coordinate informal brochures for visitors.
- Provide adequate Event staffing and management services. For the sake of clarity, except for Contractor's on-site event staff manager(s)/coordinator(s), expenses for all other paid event staff (e.g., security, parking attendants, trash management, gift shop clerks, concierges, setup and strike labor, production labor, ticket sales personnel, etc.) shall be included in the applicable budget(s) for the Events.
- Recruit musical talent.
- Coordinator vendors.
- Ensure clean-up during and after each Event without burdening City staff.
- Coordinate with City and County departments to ensure good communication and event logistical support.

- Utilize, manage, and coordinate community volunteers.
- Ensure deliverables are on time, on budget and meet City expectations.
- Report/Update verbally and in writing, as requested, to the City Administrator on Events.
- Submit written final reports to the City Administrator timely and accurately as outlined in the Agreement.



## ATTACHMENT B

### City of St. Helens, Oregon Special Event Coordination and Management Services 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 towards, insurance provided by the Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

- General Liability Insurance:  
     Each Occurrence: \$1,000,000  
     General Aggregate: \$2,000,000
- Automobile liability insurance:  
     Combined Single Limit: \$2,000,000
- Workers' Compensation insurance per Oregon state statutes.

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.

Certificates of Insurance shall be forwarded to the City Administrator. Contractor agrees to deposit with the City, promptly after both Parties sign the Agreement, 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 Term. 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 to the extent caused by Contractor's and/or Contractor's employees', contractors', or agents' negligence or neglect connected with this Agreement.

**ATTACHMENT C****City of St. Helens, Oregon  
Special Event Coordination and Management Services  
Terms of Compensation**

City agrees to pay Contractor \$191,600 (One Hundred Ninety One Thousand Six Hundred Dollars) per year ("Compensation"), paid in equal monthly installments for and in consideration of the faithful performance of the Services. Any reimbursable approved expenses shall be billed to the City at cost without markup. The monthly installment shall be billed to the City through an invoice to the City's Finance Department for payment after approved signature from the City Administrator (which signature shall not be unreasonably withheld, conditioned, or delayed), but in any event within 30 days after the City's Finance Department receives the invoice. At the end of each calendar year, the City will review revenue and expenditures within the Events Account for all Events, and the City will determine the Net Revenue of the Events for the calendar year ("Event Year End Accounting"). This Event Year End Accounting shall be completed within 60 days after the end of the calendar year. Within 15 days after completion of the Event Year End Accounting, the City will provide Contractor with a full written report of the Event Year End Accounting and pay Contractor an amount equal to the Incentive Compensation (as defined below). To encourage growth and advancement of the tourism program in St. Helens, Contractor shall be entitled to an incentive payment in an amount equal to the aggregate of five percent (5%) of the Net Revenue of each Event in a calendar year ("Incentive Compensation"). For the purpose of this Agreement, "Net Revenue" shall be defined as the total amount of money received for an Event from ticket sales, sponsorship sales, museum admissions, boat ride ticket sales, parking fees, Event vendor sales (by way of example only, sales from vendors who sell artisan items, concessions, alcohol, carnival rides, etc.), photo-op purchases, tour sales, merchandise sales, and gift shop sales, less any refunded tickets sales, refunded sponsorship monies, all Event-related expenses paid by Contractor to third parties using funds in the Events Account, Masonic Building Costs, and the Compensation allocated for the Event in the Approved Budget for the Event. "Net Revenue" shall not include any monies deposited into the Events Account by the City.



## Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: August 7, 2024

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Planning Division Report attached.

## CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



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

**Date:** July 30, 2024

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

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

### **PLANNING ADMINISTRATION—PREAPPLICATIONS MEETINGS**

Conducted a pre-application meeting for potential land partition at 34669 Bachelor Flat Road.

Will conduct a pre-application meeting for the city owned Millard Road property, tomorrow.

We had a meeting with a potential developer of existing infill lots regarding sewer service. Issue is need to extent the sewer main up S. 5<sup>th</sup> or S. 6<sup>th</sup> Streets from Columbia Boulevard. This is related to a recent Lot Line Adjustment file.

### **PLANNING ADMINISTRATION—MISC.**

Continue to receive inquiries from the County Assessor to help them improve their data. Early in July came a question about addressing along Port Avenue, followed by another one along Old Portland Road (Stan's Appliances).

I'm not sure what we are on the mailing list, but we received notice of land use actions for a couple matters pertaining to Port Westward in north Columbia County (*see attached*). City of Scappoose is on mailing list too. We later received notice of intent to appeal the matter to LUBA (this was sent to all on the notice list). That continues to be an ordeal for the county.

We conducted our first technical advisory committee for the Economic Opportunities Analysis update effort. Happy to see we have a good team of volunteers on this one.

With Engineering and Public Works, inspected the public improvements related to the developed on the corner of Columbia Boulevard and N. 12<sup>th</sup> Street. Natural gas infrastructure is a complication for the S. 12<sup>th</sup> Street frontage improvements. Some refinement needed.

I think the County erred in a decision for a change of use at 2155 Gable Road (Building Permit No. 192-24-000690-STR). Per County staff instruction previously (about five years ago or so), the owner spoke to city staff about a change from a single-family dwelling to an office. I anticipated a land use permit for this since this originally came up, which is important because the property is small at 0.14 acres, has a comprehensive plan designation of industrial and is access via Gable Road, an arterial classified street. Columbia Count Zoning Ordinance CCZO

1506.3 says a non-conforming use may be changed to an allowable use under the zoning district. It says it is possible. It does not identify an exception to permitting. CCZO 1551.B.2 notes a change of category of use required Site Design Review. The County allowed the change of use without Site Design Review based on the provisions of 1506.3 and the fact that is not expanding. Note that 1551.B.2 does not mention expansion at all, only the change of use. So that is not a relevant argument. The owner did do some things for access control as we discussed years ago, but without the land use decision, it can be undone and public safety, health and welfare cannot be properly advanced. Here is CCZO 1551.B

B. Type 2: Projects, developments and building expansions which meet any of the following criteria:

1. have an area of 5,000 sq.ft. or more, or are 10% or more of the square footage of an existing structure.
2. Change the category of use (e.g., commercial to industrial, etc.).
3. New off-site advertising signs or billboards.
4. Any project meeting any of the Type 2 criteria shall be deemed a Type 2 Design Review application.

### CCZO 1506.3

A Non-Conforming Use may be changed to a use allowable under the underlying district. After a Non-Conforming Use changes to a conforming use, it shall not thereafter be changed back to a Non-Conforming Use.

CCZO 1506.3 is about non-conforming use status, not permitting direction. Finally note B.4, any project meeting the criteria. A home being converted to an office unquestionably meets this criteria because, at the very least a change of occupancy classification per the building code would be necessary.

For future reference, if I talk about this at the next semi-annual report, I should talk about a current junk yard/towing business along Old Portland Road and how county actions (or lack thereof) can have significant impact on the city. For years, we have received comments about the unsightliness of Old Portland Road.

For years FEMA has been exploring the National Flood Insurance Policy in Oregon as it relates to the Endangered Species Act. The latest on this is that NFIP participating communities in Oregon such as St. Helens in Oregon must select a Pre-Implementation Compliance Measures (PICM) option by Dec. 1, 2024. These options include, adopting a model ordinance that considers impacts to species and their habitat and requires mitigation to a no net loss standard, choosing to require a habitat assessment and mitigation plan for floodplain development on a permit-by-permit basis, or prohibiting floodplain development in the Special Flood Hazard Area. **See attached** letter from FEMA dated July 15, 2024.

Also, County sent notice of a land use matter for file CU 24-05 at 34315 Slavens Road, which is well outside of the St. Helens Urban Growth Boundary. I think transition of staff may be cause for some issues there.

Police station effort continues. For me this month, this meant providing information for the consultants in discussing the 1771 Columbia Boulevard site and a, yet to be discussed much, site along Gable Road recently purchased by the School District.

**DEVELOPMENT CODE ENFORCEMENT**

With summer comes shed and building addition complaints. Many warranted. We got about three or so this month.

The O'reily Auto sign is finally removed, except for the pole. The photo below on the left is from this month. The other is the sign soon after it was damaged.



**PLANNING COMMISSION (& acting HISTORIC LANDMARKS COMMISSION)**

July 9, 2024 meeting (outcome): This meeting was cancelled.

August 13, 2024 meeting (upcoming): We have a public hearing for part 1 of the 2024 Development Code Amendments, which focuses on child care and psilocybin matters.

There may be other matters.

**ST. HELENS INDUSTRIAL BUSINESS PARK**

Staff is working on concepts to parcel the paper mill off for project arcadia and a parcel for a PGE substation. We've been talking about the PGE substation for years now and it continues to be a moving target, as every new potential proposal for the SHIBP, potentially changes its location and/or geometry. Hoping project arcadia solidifies things.

**From:** [Jennifer Dimsho](#)  
**To:** [Jacob Graichen](#)  
**Subject:** July Planning Department Report  
**Date:** Thursday, July 25, 2024 2:33:32 PM  
**Attachments:** [image001.png](#)

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Here are my additions to the July Planning Department Report.

## GRANTS

1. **Business Oregon – Infrastructure Finance Authority** – Low-interest loan for Streets & Utilities Project and Riverwalk improvements. Provided updates to loan officer. Working on a loan amendment to the Project Description to correspond with changes based on MEI's construction contract. Preparing Disbursement Request #3 and Work Plan update to submit in August.
2. **Riverwalk Project (OPRD Grants x2)** – Contractor has completed a majority of 2 of the 4 walls (the two gabion walls) and will begin excavation of the remaining two walls (the concrete walls) by the first week of August. Concrete work will likely begin in August. Coordinated with Communications on E-newsletter content. Reviewing/tracking submittals and RFIs. Attending bi-weekly check-ins with contractor and design team. Received OPRD LGGP time extension. Working with OPRD LWCF to increase grant award and extend timeline to match LGGP. **Received notice that OPRD/NPS has approved the grant award from 500k to 1.2 million!** Expecting a contract amendment before Council on Aug 7.
3. **Community Development Block Grant (CDBG): Sanitary Sewer Improvement Project** – \$2.5 million grant award to fund design/engineering/permitting for 3 sanitary sewer basins identified as deficient in the adopted Wastewater Master Plan. Attended a design workshop in July. Preparing a budget amendment to be able to utilize more state funding on grant admin, and legal fees, newspaper publications, etc. Preparing Disbursement Request #1 for services through July 31.
4. **CLG Historic Preservation Grant Program** – SHPO Certified Local Government Program. Received our contract for 17k. State approved work plan. Executed contract with grant recipients. Project to be completed by July 31, 2024. Grant recipient received windows which do not match the plans. NPS and SHPO stated windows could be removed, but that the preservation agreement requires historically accurate windows. Applicant has said they will re-order windows outside of the grant period.
5. **DLCD Technical Assistance Program** – 60k will fund a new Economic Opportunities Analysis (EOA). Prepared for and attended TAC meeting #1. Preparing for interviews and responded to infrastructure questions.
6. **ODOT Community Paths Program: St. Helens Scappoose Trail Refinement Project** – 405k to study a trail route refinement project (30% design) from St. Helens to Scappoose. Award is \$363,407, with a match of around 42k split between Scappoose, the County, and

us. IGAs with County/Scappoose executed at 6/5 Council meeting. SoW as approved by County and Scappoose sent to DOJ for review by ODOT. Will invoice project partners when I hear back from ODOT about when the match will be owed to the state.

7. **Travel Oregon Grant Program: Riverwalk Project** - 100k grant for Riverwalk Project. Submitted required mid-project report. Anticipated to receive remaining 50k when project is complete.
8. **ODOT TGM Program: Transportation Systems Plan** – ODOT says it could be 1-2 months before there is movement on the contract which allows us to move forward with consultant selection.

## PROJECTS & MISC

9. **Riverfront Streets/Utilities Project** – Attending weekly check-ins. Pump station generator installed. Tualatin staircase/bluff trailhead and Wapama Way intersection under construction. Bluff trail has been paved. Traffic circle and elevated picnic platform under construction. North and south water quality swales underway. Joint utility trenching and undergrounding aerial services nearly complete. Joint utility trenching for undergrounding aerial utilities for 1<sup>st</sup> & St. Helens intersection work is complete.
10. **Library Solar Array Project** – Assisting library with grant-funded solar planning project. Planning grant is complete. Completed final reporting documents to receive reimbursement from ODOE.
11. **Civic Plus – Drupal Migration** – The City’s website is being required to be migrated to a new system. I assist in managing various City webpages, so I’ve attended a webinar and watched a training video to prepare. More training is likely coming.
12. **PSU 2024 Annual Housing Unit & Population Survey (AHUPS)** – Responded to this data collection questionnaire about added housing units, transitional housing, and group housing. City must complete this survey annually to help PSU calculate accurate certified population counts. Deadline was August 16.

### Jenny Dimsho, AICP | Community Development Project Manager

City of St. Helens | Planning Department  
 265 Strand Street, St. Helens, OR 97051 | [www.sthelensoregon.gov](http://www.sthelensoregon.gov)  
 P: (503) 366-8207 | [jdimsho@sthelensoregon.gov](mailto:jdimsho@sthelensoregon.gov)





**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON**

In the Matter of the Application by NEXT	)	
Renewable Fuels Oregon, LLC for a	)	NOTICE OF FINAL DECISION
Conditional Use Permit for a Rail Branchline in	)	FINAL ORDER NO. 24-2024
the Primary Agriculture (PA-80) Zone Near	)	
Port Westward (CU 23-11)	)	

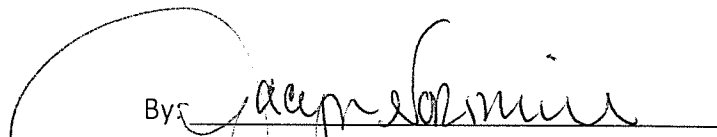
NOTICE IS HEREBY GIVEN that the Board of County Commissioners for Columbia County (hereinafter, the "Board") has issued its final decision on the application of NEXT Renewable Fuels Oregon, LLC ("Applicant") for a Conditional Use Permit for a Rail Branchline in the Primary Agriculture (PA-80) Zone Near Port Westward (CU 23-11) on property near Clatskanie, Oregon, identified as Tax Map ID Numbers 8423-B0-00700 and 8423-B0-00800.

On January 10, 2024, the Board held a public hearing on CU23-11. The Board closed the hearing, left the record open for additional written evidence and testimony, and continued the hearing to March 6, 2024, for Board deliberations. On March 6, 2024, the Board received all written evidence and testimony submitted into the record. The Board voted to tentatively approve the application, subject to conditions as presented in the staff report, and two additional conditions requested by the Applicant. On June 26, 2024, the Board approved Final Order No. 24-2024 In the Matter of the Application by NEXT Renewable Fuels Oregon, LLC for a Conditional Use Permit for a Rail Branchline in the Primary Agriculture (PA-80) Zone Near Port Westward (CU 23-11).

Persons who participated in the proceedings leading to the adoption of Final Order No. 24-2024, either orally or in writing, may appeal the decision to the Land Use Board of Appeals pursuant to ORS 197.830 to 197.845. A Notice of Intent to Appeal the decision must be filed with the Land Use Board of Appeals not later than 21 days after the date the decision becomes final. The date that this Notice was mailed was July 1, 2024.

A copy of Final Order No. 24-2024 is available on the County's website at: <https://www.columbiacountyor.gov/departments/BoardofCommissionersOffice/Hearings> and may also be obtained by contacting the Board of Commissioners' Office, 230 Strand Street, St. Helens, Oregon 97051, 503-397-4322, or by emailing [Jacyn.normine@columbiacountyor.gov](mailto:Jacyn.normine@columbiacountyor.gov).

Dated this 1<sup>st</sup> day of July 2024

By:   
 Jacyn Normine, Administrator  
 Board of County Commissioners Office

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON**

In the Matter of the Application by NEXT	)	
Renewable Fuels Oregon, LLC for a Site Design	)	NOTICE OF FINAL DECISION
Review Modification to an Approved Renewable	)	FINAL ORDER NO. 23-2024
Diesel Production Facility at Port Westward (DR	)	
21-03 MOD)	)	

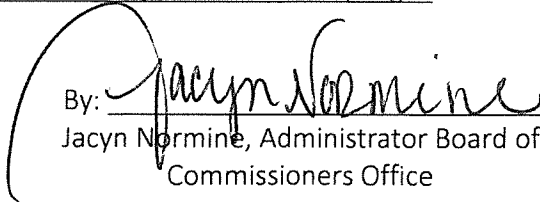
NOTICE IS HEREBY GIVEN that the Board of County Commissioners for Columbia County (hereinafter, the "Board") has issued its final decision on the application of NEXT Renewable Fuels Oregon, LLC ("Applicant") for a Modification to an Approved Renewable Diesel Production Facility at Port Westward (DR 21-03) via Final Order No. 12-2022 (DR 21-03) to relocate rail tracks, a tree buffer and storm facilities outside of the PA-80 zone and into the RIPD zone, for the development of a proposed renewable diesel production facility at Port Westward, near Clatskanie, Oregon, on property identified as Tax Map ID Numbers 8422-00-00100, 8422-00-00200, 8422-00-00300, 8422-00-01100, 8421-00-00700, 8416-00-0200, and 8416-00-00-00300.

On January 10, 2024, the Board held a public hearing on DR 21-03 MOD. The Board closed the hearing, left the record open for additional written evidence and testimony, and continued their deliberations to March 6, 2024. On March 6, 2024, the Board received all written evidence and testimony submitted into the record. The Board voted to tentatively approve the Application, subject to conditions as presented in the staff report, and two additional conditions requested by the Applicant. On June 26, 2024, the Board approved Final Order No. 23-2024, In the Matter of the Application by NEXT Renewable Fuels, Oregon, LLC for a Site Design Review Modification to an Approved Renewable Diesel Production Facility at Port Westward (DR 21-03 MOD).

Persons who participated in the proceedings leading to the adoption of Final Order No. 23-2024, either orally or in writing, may appeal the decision to the Land Use Board of Appeals pursuant to ORS 197.830 to 197.845. A Notice of Intent to Appeal the decision must be filed with the Land Use Board of Appeals not later than 21 days after the date the decision becomes final. The date that this Notice was mailed was July 1, 2024.

A copy of Final Order No. 23-2024 is available on the County's website at: <https://www.columbiacountyor.gov/departments/BoardofCommissionersOffice/Hearings> and may also be obtained by contacting the Board of Commissioners' Office, 230 Strand Street, St. Helens, Oregon 97051, 503-397-4322, or by emailing [Jacyn.normine@columbiacountyor.gov](mailto:Jacyn.normine@columbiacountyor.gov).

Dated this 1<sup>st</sup> day of July 2024

By:   
 Jacyn Normine, Administrator Board of County  
 Commissioners Office

BEFORE THE LAND USE BOARD OF APPEALS  
OF THE STATE OF OREGON

COLUMBIA RIVERKEEPER, )  
1000 FRIENDS OF OREGON, and )  
MIKE SEELY, )  
Petitioners, )  
vs. )  
COLUMBIA COUNTY, )  
Respondent. )

LUBA No. \_\_\_\_\_

NOTICE OF INTENT TO APPEAL

I.

Notice is hereby given that Columbia Riverkeeper, 1000 Friends of Oregon, and Mike Seely intend to appeal that land use decision or limited land use decision of Columbia County entitled Final Order No. 24-2024 "In the Matter of the Application by NEXT Renewable Fuels Oregon, LLC for a Conditional Use Permit for a Rail Branchline in the Primary Agriculture (PA-80) Zone Near Port Westward (CU 23-11)" (Order). A copy of the notice of the challenged decision is attached as Attachment A. The Board of Commissioners made the Order final on June 26, 2024.

II.

Petitioner, Columbia Riverkeeper, has a mailing address and telephone number of:  
///

1 Columbia Riverkeeper  
2 1125 SE Madison Street Suite 103A  
3 Portland, OR 97214  
4 (503) 432-8927

5 Petitioner, 1000 Friends of Oregon, has a mailing address and telephone number of:

6 1000 Friends of Oregon  
7 340 SE 6th Ave  
8 Portland, OR 97214  
9 (503) 497-1000

10 Petitioner, Mike Seely, has a mailing address and telephone number of:

11 Mike Seely  
12 18865 Hermo Rd.  
13 Clatskanie, OR 97016  
14 (503) 369-4350  
15

16 Petitioners, Columbia Riverkeeper, 1000 Friends of Oregon, and Mike Seely, are

17 represented by:

18	Maura Fahey	Eric Wriston (lead counsel)
19	Crag Law Center	Crag Law Center
20	3141 E Burnside Street	3141 E Burnside Street
21	Portland, OR 97214	Portland, OR 97214
22	(503) 525-2722	(360) 773-7265

23 III.

24 Respondent, Columbia County, has as its mailing address and telephone

25 number:

26 Columbia County Board of Commissioners  
27 230 Strand Street  
28 County Courthouse Room 338  
29 St. Helens, OR 97051  
30 (503) 397-4322

31 ///

1 and has as its legal counsel:

2 Sarah Hanson  
 3 Columbia County Counsel  
 4 230 Strand St.  
 5 Historic Courthouse, Room 20  
 6 St. Helens, OR 97051  
 7 (503) 397-3839

8 IV.

9 Applicant, NEXT Renewable Fuels Oregon, LLC, has as its mailing address

10 and telephone number:

11 Attn: Christopher Efrid  
 12 11767 Katy Freeway, Suite 705  
 13 Houston, TX 77079  
 14 (661) 201-2653

15 Applicant was represented in the proceeding below by:

16 Garrett H. Stephenson  
 17 Schwabe Williamson & Wyatt  
 18 Pac West Center  
 19 1211 SW 5th, Suite 1900  
 20 Portland, OR 97204  
 21 (503) 796-2893

22 Other persons mailed written notice of the land use decision or limited land use  
 23 decision by Columbia County, as indicated by its records in this matter, include those  
 24 within Attachment B.

25 **NOTICE:**

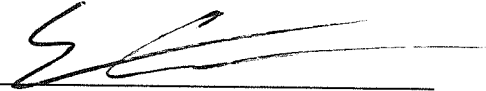
26 Anyone designated in paragraph IV of this Notice who desires to participate as  
 27 a party in this case before the Land Use Board of Appeals (the "Board") must file with

1 the Board a Motion to Intervene in this proceeding as required by OAR 661-010-  
2 0050.

3 Dated July 17, 2024.

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22

CRAG LAW CENTER



Eric Wriston, OSB No. 226130  
Maura Fahey, OSB No. 133549

Of Attorneys for Petitioners

**CERTIFICATE OF SERVICE**

I hereby certify that on July 17, 2024, I served a true and correct copy of this NOTICE OF INTENT TO APPEAL on all persons listed in paragraphs III and IV of this Notice pursuant to OAR 661-010-0015(2) by first class mail or by electronic mail.

Dated July 17, 2024.

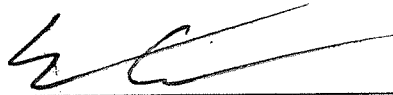


Eric Wriston, OSB No. 226130

**CERTIFICATE OF FILING**

I hereby certify that on July 17, 2024, I filed the original of this NOTICE OF INTENT TO APPEAL together with two copies, with the Land Use Board of Appeals, 775 Summer Street NE, Suite 330, Salem, OR 97301-1283, by Certified Mail.

Dated July 17, 2024.



Eric Wriston, OSB No. 226130

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON**

In the Matter of the Application by NEXT )  
Renewable Fuels Oregon, LLC for a ) NOTICE OF FINAL DECISION  
Conditional Use Permit for a Rail Branchline in ) FINAL ORDER NO. 24-2024  
the Primary Agriculture (PA-80) Zone Near )  
Port Westward (CU 23-11) )

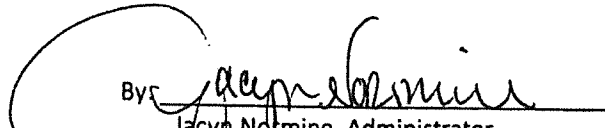
NOTICE IS HEREBY GIVEN that the Board of County Commissioners for Columbia County (hereinafter, the "Board") has issued its final decision on the application of NEXT Renewable Fuels Oregon, LLC ("Applicant") for a Conditional Use Permit for a Rail Branchline in the Primary Agriculture (PA-80) Zone Near Port Westward (CU 23-11) on property near Clatskanie, Oregon, identified as Tax Map ID Numbers 8423-B0-00700 and 8423-B0-00800.

On January 10, 2024, the Board held a public hearing on CU23-11. The Board closed the hearing, left the record open for additional written evidence and testimony, and continued the hearing to March 6, 2024, for Board deliberations. On March 6, 2024, the Board received all written evidence and testimony submitted into the record. The Board voted to tentatively approve the application, subject to conditions as presented in the staff report, and two additional conditions requested by the Applicant. On June 26, 2024, the Board approved Final Order No. 24-2024 in the Matter of the Application by NEXT Renewable Fuels Oregon, LLC for a Conditional Use Permit for a Rail Branchline in the Primary Agriculture (PA-80) Zone Near Port Westward (CU 23-11).

Persons who participated in the proceedings leading to the adoption of Final Order No. 24-2024, either orally or in writing, may appeal the decision to the Land Use Board of Appeals pursuant to ORS 197.830 to 197.845. A Notice of Intent to Appeal the decision must be filed with the Land Use Board of Appeals not later than 21 days after the date the decision becomes final. The date that this Notice was mailed was July 1, 2024.

A copy of Final Order No. 24-2024 is available on the County's website at: <https://www.columbiacountyor.gov/departments/BoardofCommissionersOffice/Hearings> and may also be obtained by contacting the Board of Commissioners' Office, 230 Strand Street, St. Helens, Oregon 97051, 503-397-4322, or by emailing [Jacyn.normine@columbiacountyor.gov](mailto:Jacyn.normine@columbiacountyor.gov).

Dated this 1<sup>st</sup> day of July 2024

By:   
Jacyn Normine, Administrator  
Board of County Commissioners Office



BEFORE THE LAND USE BOARD OF APPEALS

OF THE STATE OF OREGON

3 COLUMBIA RIVERKEEPER, )  
 4 1000 FRIENDS OF OREGON, and )  
 5 MIKE SEELY, )  
 6 )  
 7 Petitioners, )  
 8 )  
 9 vs. )  
 10 )  
 11 COLUMBIA COUNTY, )  
 12 )  
 13 Respondent. )

LUBA No. \_\_\_\_\_

NOTICE OF INTENT TO APPEAL

I.

Notice is hereby given that Columbia Riverkeeper, 1000 Friends of Oregon,  
 and Mike Seely intend to appeal that land use decision or limited land use decision of  
 Columbia County entitled Final Order No. 23-2024 “In the Matter of the Application  
 by NEXT Renewable Fuels Oregon, LLC for a Site Design Review Modification to an  
 Approved Renewable Diesel Production Facility at Port Westward (DR 21-03 MOD)”  
 (Order). A copy of the notice of the challenged decision is attached as Attachment A.  
 The Board of Commissioners made the Order final on June 26, 2024.

II.

Petitioner, Columbia Riverkeeper, has a mailing address and telephone number  
 of:  
 ///

1 Columbia Riverkeeper  
2 1125 SE Madison Street Suite 103A  
3 Portland, OR 97214  
4 (503) 432-8927

5 Petitioner, 1000 Friends of Oregon, has a mailing address and telephone number of:

6 1000 Friends of Oregon  
7 340 SE 6th Ave  
8 Portland, OR 97214  
9 (503) 497-1000

10 Petitioner, Mike Seely, has a mailing address and telephone number of:

11 Mike Seely  
12 18865 Hermo Rd.  
13 Clatskanie, OR 97016  
14 (503) 369-4350

15 Petitioners, Columbia Riverkeeper, 1000 Friends of Oregon, and Mike Seely, are

16 represented by:

17	Maura Fahey	Eric Wriston (lead counsel)
18	Crag Law Center	Crag Law Center
19	3141 E Burnside Street	3141 E Burnside Street
20	Portland, OR 97214	Portland, OR 97214
21	(503) 525-2722	(360) 773-7265

22 III.

23 Respondent, Columbia County, has as its mailing address and telephone

24 number:

25 Columbia County Board of Commissioners  
26 230 Strand Street  
27 County Courthouse Room 338  
28 St. Helens, OR 97051  
29 (503) 397-4322

30 ///

1 and has as its legal counsel:

2 Sarah Hanson  
3 Columbia County Counsel  
4 230 Strand St.  
5 Historic Courthouse, Room 20  
6 St. Helens, OR 97051  
7 (503) 397-3839

8 IV.

9 Applicant, NEXT Renewable Fuels Oregon, LLC, has as its mailing address

10 and telephone number:

11 Attn: Christopher Efrid  
12 11767 Katy Freeway, Suite 705  
13 Houston, TX 77079  
14 (661) 201-2653

15 Applicant was represented in the proceeding below by:

16 Garrett H. Stephenson  
17 Schwabe Williamson & Wyatt  
18 Pac West Center  
19 1211 SW 5th, Suite 1900  
20 Portland, OR 97204  
21 (503) 796-2893

22 Other persons mailed written notice of the land use decision or limited land use  
23 decision by Columbia County, as indicated by its records in this matter, include those  
24 within Attachment B.


25 **NOTICE:**

26 Anyone designated in paragraph IV of this Notice who desires to participate as  
27 a party in this case before the Land Use Board of Appeals (the "Board") must file with

1 the Board a Motion to Intervene in this proceeding as required by OAR 661-010-  
2 0050.

3 Dated July 17, 2024.

4 CRAG LAW CENTER

5 

6 Eric Wriston, OSB No. 226130

7 Maura Fahey, OSB No. 133549

8  
9 Of Attorneys for Petitioners

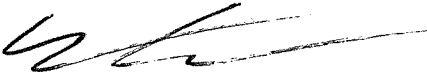
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**CERTIFICATE OF SERVICE**

I hereby certify that on July 17, 2024, I served a true and correct copy of this NOTICE OF INTENT TO APPEAL on all persons listed in paragraphs III and IV of this Notice pursuant to OAR 661-010-0015(2) by first class mail or by electronic mail.


Dated July 17, 2024.

  
Eric Wriston, OSB No. 226130

**CERTIFICATE OF FILING**

I hereby certify that on July 17, 2024, I filed the original of this NOTICE OF INTENT TO APPEAL together with two copies, with the Land Use Board of Appeals, 775 Summer Street NE, Suite 330, Salem, OR 97301-1283, by Certified Mail.

Dated July 17, 2024.

  
Eric Wriston, OSB No. 226130

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON**

In the Matter of the Application by NEXT	)	
Renewable Fuels Oregon, LLC for a Site Design	)	NOTICE OF FINAL DECISION
Review Modification to an Approved Renewable	)	FINAL ORDER NO. 23-2024
Diesel Production Facility at Port Westward (DR	)	
21-03 MOD)	)	

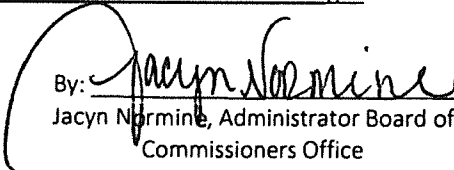
NOTICE IS HEREBY GIVEN that the Board of County Commissioners for Columbia County (hereinafter, the "Board") has issued its final decision on the application of NEXT Renewable Fuels Oregon, LLC ("Applicant") for a Modification to an Approved Renewable Diesel Production Facility at Port Westward (DR 21-03) via Final Order No. 12-2022 (DR 21-03) to relocate rail tracks, a tree buffer and storm facilities outside of the PA-80 zone and into the RIPD zone, for the development of a proposed renewable diesel production facility at Port Westward, near Clatskanie, Oregon, on property identified as Tax Map ID Numbers 8422-00-00100, 8422-00-00200, 8422-00-00300, 8422-00-01100, 8421-00-00700, 8416-00-0200, and 8416-00-00-00300.

On January 10, 2024, the Board held a public hearing on DR 21-03 MOD. The Board closed the hearing, left the record open for additional written evidence and testimony, and continued their deliberations to March 6, 2024. On March 6, 2024, the Board received all written evidence and testimony submitted into the record. The Board voted to tentatively approve the Application, subject to conditions as presented in the staff report, and two additional conditions requested by the Applicant. On June 26, 2024, the Board approved Final Order No. 23-2024, In the Matter of the Application by NEXT Renewable Fuels, Oregon, LLC for a Site Design Review Modification to an Approved Renewable Diesel Production Facility at Port Westward (DR 21-03 MOD).

Persons who participated in the proceedings leading to the adoption of Final Order No. 23-2024, either orally or in writing, may appeal the decision to the Land Use Board of Appeals pursuant to ORS 197.830 to 197.845. A Notice of Intent to Appeal the decision must be filed with the Land Use Board of Appeals not later than 21 days after the date the decision becomes final. The date that this Notice was mailed was July 1, 2024.

A copy of Final Order No. 23-2024 is available on the County's website at: <https://www.columbiacountyor.gov/departments/BoardofCommissionersOffice/Hearings> and may also be obtained by contacting the Board of Commissioners' Office, 230 Strand Street, St. Helens, Oregon 97051, 503-397-4322, or by emailing [Jacvn.normine@columbiacountvor.gov](mailto:Jacvn.normine@columbiacountvor.gov).

Dated this 1<sup>st</sup> day of July 2024

By:   
 Jacyn Normine, Administrator Board of County  
 Commissioners Office

Deborah Hazen  
346 NE 5<sup>th</sup> ST.  
Clatskanie, OR 97016

Amie Kopecky  
PO Box 1422  
Clatskanie, OR. 97016

Beaver Drainage Improvement Co.  
PO Box 201  
Clatskanie, OR. 97016

Brandon Schilling  
1160 NE Wood Lane  
Clatskanie, OR. 97016

Carol Sweet  
52077 Rabinsky Rd.  
Scappoose, OR. 97056

Cathy Hurowiz  
815 S. Nehalem ST.  
Clatskanie, OR 97016

Chris Iverson, Vice President  
PO Box 190  
Columbia City, OR. 97018

Clatskanie School District, Board  
815 S. Nehalem St.  
Clatskanie, OR. 97016

Dan Lawler  
Rural Lands Staff Attorney  
1000 Friends of Oregon  
133 SW 2<sup>nd</sup> Ave. Suite 201  
Portland, OR. 97204

David Paraska  
Great Vow Zen Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Dee Dee Lively-Andrews  
PO Box 824  
Clatskanie, OR. 97016

Diana Gordon  
642 I Street  
Washougal, WA. 98671

Gary Wallace  
179 Lodgepole Rd.  
Kalama WA. 98625

Greg Hinkleman, City Manager  
City of Clatskanie  
PO Box 9  
Clatskanie, OR. 97016

Heidi Cramer  
79640 Wirkkala Rd.  
Clatskanie, OR. 97016

Janet Ault  
Great Vow Zen Monastery  
79640 Quincy Mayger Rd.  
Clatskanie, OR. 97016

Jikai Zenshin  
Great Cow Zen Monastery  
79640 Quincy Mayger Rd.  
Clatskanie, OR. 97016

Jim Hoffman  
9506 Wells Landing Rd.  
Independence, OR 97351

John Lillich  
PO Box 982  
Clackamas, OR. 97015

Kathleen Hurley  
14326 SE Tiara Drive  
Milwaukie, OR. 97267

Kevin Andrews  
80366 Quincy Mayger Rd  
Clatskanie, OR. 97016

Diann Benson  
77590 Erickson Dike Rd.  
Clatskanie, OR. 97016

~~Gov. Kate Brown~~  
Attn: Gordon Howard  
635 Capital Street NW  
Suite 150  
Salem, OR. 97301-2540

Ian Capper  
Great Cow Zen Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Jasmine Lillich  
1160 NE Wood Ln,  
Clatskanie, OR 97016

Jill Ciolli  
5323 N. Borthwick Ave.  
Portland, OR. 97217

Jim Lommasson  
2405 NW Thurman ST.  
Portland, OR, 97210

Josh Parks  
Great Cow Zen Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Kathy Engel  
PO Box 192  
Clatskanie, OR. 97018

Kristin Edmark  
7611 NE 296<sup>th</sup> Way  
Battle Ground, WA 98604

**Attachment B**

Joe Neely  
8927 Newygart St.  
Portland, OR. 97220

Nick Mitchell  
15145 SW 55<sup>th</sup> Ave.  
Tigard OR. 97224

Todd Templeton  
10506 NE 90<sup>th</sup> CT.  
Vancouver WA. 98662

Andrew Osborn  
33811 NE Prairie St.  
Scappoose OR. 97056

Sean O'Rourke  
848 SW Hawthorn ST.  
McMinnville, OR. 97128

Mike Bridges,  
President LKBCTC  
PO Box 2393  
Longview, WA. 98632

Graham Trainor, President  
3645 SE 32<sup>nd</sup> Ave.  
Portland, OR 97202

Haley Vokel  
79640 Quincy Mayger Rd.  
Clatskanie, OR. 97016

Annie Christensen  
35234 Hazel St.  
St. Helens, OR. 97056

Hogan Bays  
79640 Quincy Mayger Rd.  
Clatskanie, OR. 97016

Joe Backus  
51167 SW Rembrandt  
Scappoose, OR. 97056

Ryan Bonifer  
27539 Kingsley Rd.  
Scappoose, OR. 97056

Scott Anderson  
555 E. 1<sup>st</sup> ST.  
Gladstone, OR. 97027

Ryan Connor  
2819 NW Madrona ST.  
Vancouver, WA. 98665

Uriah Chipman  
37205 NE Jenney Greek Rd.  
La Center, WA. 98629

Adam Davis  
1145 Commerce Ave.  
Longview, WA. 98632

Douglas Bean, SIOR, CPM  
PO Box 2519  
Portland, OR. 97208

International Brotherhood of  
Electric Workers  
Garth Bachman  
1597 NE Airport Way  
Portland, OR. 97230

Ashley Hayson  
380 S. Nectarine St.  
Cornelius, OR. 97113

Stewart Hass  
80104 Stewart Creek Rd.  
Clatskanie, OR. 97016

Jerry Cole, City Mayor  
PO Box 100  
Rainier, OR. 97048

Anne Parrott  
56972 Klazen Rd.  
Warren OR. 97053

John Kimberling  
5525 NE 66<sup>th</sup> Ave.  
Vancouver, WA. 98661

Peter Awoshcinsky  
20361 Hermo Rd.  
Clatskanie, OR. 97016

Audrey Leonard  
6810 SE 67<sup>th</sup> Ave.  
Portland, OR. 97206

Dr. Paul Jensen  
21175 Shepard Rd.  
Clatskanie, OR. 97016

Ndhale33@gmail.com

Columbia Pacific Building  
Construction Trades Council  
1001 Molalla Ave.  
Suite 207  
Oregon City, OR. 97045

Rainer Chamber of Commerce  
PO Box 1085  
Rainier, OR. 97048

Oregon Physicians for  
Social Responsibility  
Samath Hernandez  
4110 SE Hawthorne Blvd.. # 758  
Portland, OR. 97214

**Attachment B**



[Joegustafson123@gmail.com](mailto:Joegustafson123@gmail.com)

Local 29-IABSORI  
Jason Fussell  
11620 NE Ainsworth Circle  
Suite 200  
Portland, OR. 97220

[jeradgrossaint@gmail.com](mailto:jeradgrossaint@gmail.com)

Jim & Kristine Patterson  
35102 Oliver Heights CT.  
St. Helens, OR. 97051

John Freeman  
22529 Columbia River Hwy  
Clatskanie, OR. 97016

[Juliannahoffwatson@gmail.com](mailto:Juliannahoffwatson@gmail.com)

[Jessica.lawson0822@gmail.com](mailto:Jessica.lawson0822@gmail.com)

Linda Leonard  
217 Pebble Lane  
Kalama, WA. 98625

Oregon Costal Caucus  
900 Court St. NE, H-480  
Salem, OR. 97301

[ba@insulators36.org](mailto:ba@insulators36.org)

[ttsongas@gmail.com](mailto:ttsongas@gmail.com)

Allie Freed  
Great Vow Zen Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Andrew Park  
13745 Webb District Rd.  
Clatskanie, OR. 97016

Bob Short  
1210 S. W. 61<sup>st</sup> Court  
Portland, OR. 97221

Brian Fawcett, Treasurer  
PO Box 190  
Columbia City, OR. 97018

Cass Martinez  
255 N. 18<sup>th</sup> #11  
St. Helens, OR. 97051

Cathy Silvia  
Great Vow Zen Monastery  
79640 Quincy -Mayger Rd.  
Clatskanie, OR. 97016

City of Clatskanie  
PO Box 9  
Clatskanie, OR 97016

Columbia Economic Team  
PO Box 1653  
St. Helens, OR. 97051

Dan Markian Wichar  
711 West 25<sup>th</sup> St.  
Vancouver, WA. 98660

David Snyder  
100 NE Bryant ST.  
Portland, OR. 97211

Alta Lynch  
PO Box 369  
Scappoose, OR. 97056

Barbara Green  
17078 Hall Rd.  
Clatskanie, OR 97016

Brady Preheim  
PO Box 761  
St. Helens, OR. 97051

Cambria Keely  
3102 Green Mountain Rd.  
Kalama, WA. 98625

Cathryn Chudy, Board of Directors  
The Oregon Conservancy Foundation  
PO Box 982  
Clackamas, OR. 97015

Chip Bubl, 2<sup>nd</sup> Vice President  
PO Box 190  
Columbia City, OR. 97018

Clatskanie Chamber of Commerce  
PO Box 635  
Clatskanie, OR. 97016

Columbia Riverkeepers  
133 SW 2<sup>nd</sup> Ave. Suite 201  
Portland OR. 97204

Dan Serres  
Columbia Riverkeeper  
1125 SE Madison, Suite 103 A  
Portland, OR. 97124

**Attachment B**

Garrett Stephenson  
Schwabe Williamson & Wyatt  
Pacewest Center  
Portland, OR. 97204

Gray Schnelle  
Great Vow-Zen Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Hannah Rivenburgh  
1219 SE Lafayette St  
Ste. 100  
Portland, OR. 97202

Jan Bays  
PO Box 3698  
Clatskanie, OR. 97016

Jean M. Avery  
13314 SE 19<sup>th</sup> St. Apt. T4  
Vancouver, WA. 98683

Jim Hanson  
7530 San Fernando Rd.  
Sun Valley, CA. 97016

John Deal  
285 Nehalem Street  
Clatskanie, OR. 97016

Judy Stamp  
6106 SE Sherman Street  
Portland, OR 97215

Kayla Reopelle  
Great Vos-Zen Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Kyle Murai  
1521 Westbranch Dr. Ste 100  
McLean, VA 22102

Laura Jomon Martin  
Great Vow-Zen Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Liberty Smith  
750 NE 7<sup>th</sup> Street  
Clatskanie, OR. 97016

M.K. Herdrich  
65017 Meissner Rd.  
Deer Island, OR. 97054

Mark Keely  
3102 Green Mountain Rd.  
Kalama WA. 98625

Mary Wolfe  
Great Vow Zen Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Melinda Fleming  
9940 N. Syracuse St.  
Portland, OR. 97203

Nancy Ward, President  
PO Box 190  
100 E. Street  
Columbia City, OR. 97018

Oregon Conservancy Foundation  
PO Box 982 Clackamas, OR. 97015

Lehman Holder  
8916 NE 11<sup>th</sup> St.  
Vancouver, WA. 98664

Linda E. Frischmeyer  
34 N. Holland St.  
Portland, OR. 97217

Linda Vick  
Great Vow-Zen Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Maesie Speer  
Great Vow-Zen Monastery  
79460 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Mark Uhart  
428 Daves View Dr.  
Kalama WA. 98625

Maureen Milton  
4210 SW Altadnea Ave.  
Portland, OR. 97239

Mike Seely  
18865 Hermo Rd.  
Clatskanie, OR. 97016

Nathan Herr  
35285 Millard Rd.  
St. Helens, OR. 97051

Pat Richards  
Great Vow-Zen Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Paul Vogel, Executive Director  
CET  
PO Box 1653  
St. Helens, OR. 97051

Lenny Dee  
Onward Oregon  
2580 NE 31<sup>st</sup> Ave.  
Portland, OR. 97212

Linda Horst  
1020 Kool Rd.  
Kelso, WA. 98626

**Attachment B**

Loyd Marbet, Executive Director  
The Oregon Conservancy Foundation  
PO Box 982  
Clackamas, OR 97015

Melanie Plaut  
10180 SE Sunnyside Rd.  
Clackamas, OR. 97015

Patrick Kenyo Dunn  
Great Vow-Zen Monastery  
79640 Quincy-Mayger Rd  
Clatskanie, OR. 97016

City of Prescott  
72742 Blakely Street  
Rainier, OR. 97048

City of Vernonia  
Joann Glass  
101 Bridge Street  
Vernonia, OR. 97064

Quincy Water District  
78718 Quincy-Mayger Rd  
Clatskanie, OR. 97016

PGE  
PO Box 4438  
Portland, OR. 97208

Lower Watershed Council  
3528/5 Millard Rd.  
St. Helens, OR 97051

Mist-Birkenfeld Fire District  
12525 HWY 202  
Mist, OR 97016

Development Review  
ODOT District  
1350 W. Marine Dr.  
Astoria, OR. 97103

Margaret Sanger  
Great Vow-Zen Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Nancy Kodo Conover  
Great Vow-Zen Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Patrick Kenyo Dunn  
Great Vow Zen Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

City of Rainier  
PO Box 100  
Rainier, OR. 97048

Clatskanie School District  
471 SW Belaire Dr.  
Clatskanie, OR. 97016

BPA  
PO Box 3621  
Portland, OR. 97208

Soil & Water Conservation District  
35285 Millard Rd.  
St. Helens, OR. 97051

ODOE  
550 Capital St. NE 1<sup>st</sup> Floor  
Salem, OR. 97301

CRF&R  
270 Columbia Blvd.  
St. Helens, OR. 97051

ODFW West  
Tillamook District  
4907 Third St.  
Tillamook, OR. 97141

Mary Duvall  
73151 Lost Creek Rd.  
Clatskanie, OR. 97016

Olivia Krishnaswami  
Great Vow Zen-Monastery  
79640 Quincy-Mayger Rd.  
Clatskanie, OR. 97016

Port of Columbia County  
PO Box 190  
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FEMA

July 15, 2024

John Walsh  
265 Strand St  
St. Helens, Oregon 97051

Dear John Walsh:

The purpose of this letter is to announce the start of the United States Department of Homeland Security's Federal Emergency Management Agency's (FEMA) Pre-Implementation Compliance Measures (PICM) for National Flood Insurance Program (NFIP) participating communities in Oregon. The intent of PICM is to ensure the continued existence of threatened or endangered species in compliance with the Endangered Species Act (ESA). These measures include coordination with communities to provide appropriate technical assistance, help identify available resources, deliver trainings, and facilitate workshops to ensure on-going community participation in the NFIP. These pre-implementation compliance measures will assist communities in preparing for the Final NFIP-ESA Implementation Plan by helping them develop short and long-term solutions to ensure their on-going participation in the NFIP.

FEMA is currently conducting a National Environmental Policy Act (NEPA) evaluation of impacts associated with the Oregon NFIP-ESA Implementation Plan. FEMA developed this plan, in part, due to a Biological Opinion in 2016 from National Marine Fisheries Services. The Biological Opinion recommended specific measures for FEMA to take to avoid jeopardizing endangered species, including interim compliance measures. The release of the Final Implementation Plan (Plan) is anticipated by 2026, following the Record of Decision in the Environmental Impact Statement (EIS) process, then FEMA will fully implement the Plan in 2027.

FEMA has heard concerns from several communities regarding challenges they are facing to meet the expectations of this Plan. To provide communities with the support needed to incorporate ESA considerations to their permitting of development in the floodplain, FEMA will inform, educate, and support our Oregon NFIP participating communities through the PICM before the Final Implementation Plan is released.

NFIP participating communities in Oregon must select one of the PICM pathways which include the following: (1) adopt a model ordinance that considers impacts to species and their habitat and requires mitigation to a no net loss standard; (2) choose to require a habitat assessment and mitigation plan for development on a permit-by-permit basis; or (3) putting in place a prohibition on floodplain development in the Special Flood Hazard Area (SFHA). Communities must pick a PICM pathway by December 1, 2024. If a community fails to inform FEMA of its selection, they will default to the permit-by-permit PICM pathway. Communities will be required to report their floodplain development activities to FEMA beginning in January of 2025. Failure to report may result in a compliance visit.

As a part of the PICM, FEMA will implement a delay in the processing of two types of Letters of Map Changes in the Oregon NFIP-ESA Implementation Plan area, specifically Letters of Map Changes associated with the placement of fill in the floodplain: Conditional Letter of Map Revision Based on Fill (CLOMR-F) and Letter of Map Revision Based on Fill (LOMR-F) requests. This action was specifically requested by NMFS in their 2016 Biological Opinion and serves to remove any perceived programmatic incentive of using fill in the floodplain. This delay in processing will begin on August 1, 2024, and will be in place until the Final Implementation Plan is released.

Your community's ongoing participation in the NFIP is critical, as it provides access to flood insurance for property owners, renters, and businesses. In City Of St. Helens there are currently 71 of NFIP policies in force representing \$21581000 in coverage for your community.

FEMA will be conducting informational virtual webinars this summer to provide an overview and status update for the Oregon NFIP-ESA integration, introduce the Pre-Implementation Compliance Measures, and provide an opportunity for Oregon NFIP floodplain managers to ask questions of FEMA staff. In the fall, FEMA will hold workshops to provide in-depth opportunities for local technical staff to work with FEMA technical staff, to understand and discuss issues relating to the PICM.

The webinars will be held virtually over Zoom. The information at each webinar is the same so your jurisdiction only needs to attend one. You can register for a webinar using the links below.

- Wednesday, July 31 at 3-5pm PT: <https://kearnswest.zoom.us/meeting/register/tZEkc-murjstGdPJiFioethjRk-id8N-k0hj>
- Tuesday, August 13 at 9:30-11:30am PT: <https://kearnswest.zoom.us/meeting/register/tZAod-istrTsqGN0KqckRLPPeaZuu4rv96lcR>
- Thursday, August 15 at 2-4pm PT: [https://kearnswest.zoom.us/meeting/register/tZlqcOGpqDojHtTXaa946aI9dMpCTcJIH\\_zt](https://kearnswest.zoom.us/meeting/register/tZlqcOGpqDojHtTXaa946aI9dMpCTcJIH_zt)
- Wednesday, August 21 at 12:30-2:30pm PT: <https://kearnswest.zoom.us/meeting/register/tZYqcuGsrD8rH9DZO22vG0v9KrNzVeUZA9gy>

FEMA will also develop a questionnaire to allow communities to identify how they currently incorporate or plan to incorporate ESA considerations, both in the short-term and long-term. To assist communities in making this determination, FEMA will be offering guidance on the potential pathways that help ensure current compliance. Communities will also be asked to help identify what technical assistance and training would be most beneficial. Feedback from this questionnaire will drive FEMA's engagement and outreach.

Upon completion of the Environmental Impact Statement review and determination, the Final Implementation Plan will be distributed along with several guidance documents and a series of Frequently Asked Questions. FEMA will also be starting NFIP Compliance Audits, in which we will be reviewing permits issued by communities for development in the floodplain and will expect the community to be able to demonstrate what actions are being taken to address ESA considerations.

If you have any questions, please contact us through our project email address [fema-r10-mit-PICM@fema.dhs.gov](mailto:fema-r10-mit-PICM@fema.dhs.gov). Thank you for your community's on-going efforts to reduce flood risk in your



community and for your support as we worked toward these milestones.

Sincerely,



Willie G. Nunn  
Regional Administrator  
FEMA Region 10

cc: JacobGraichen, City Of St. Helens  
John Graves, Floodplain Management and Insurance Branch Chief  
Deanna Wright, Oregon State National Flood Insurance Program Coordinator

Enclosure: Pre-Implementation Compliance Measures Fact Sheet

# Oregon National Flood Insurance Program Endangered Species Act Integration

## Pre-Implementation Compliance Measures Overview

Beginning this summer, FEMA will assist communities with coming changes to the National Flood Insurance Program (NFIP) in Oregon.

### Why are the changes needed?

As the result of a Biological Opinion issued by the National Marine Fisheries Service, communities are required to demonstrate how floodplain development is compliant with the Endangered Species Act in Special Flood Hazard Areas. Changes are needed to protect the habitat of several species of fish and the Southern Resident killer whales to comply with the Endangered Species Act (ESA). FEMA outlined these changes in the [draft Oregon NFIP-ESA Implementation Plan](#).

### Current status

FEMA is evaluating proposed changes to the NFIP outlined in the Implementation Plan through an environmental impact statement (EIS), in compliance with the National Environmental Policy Act (NEPA).



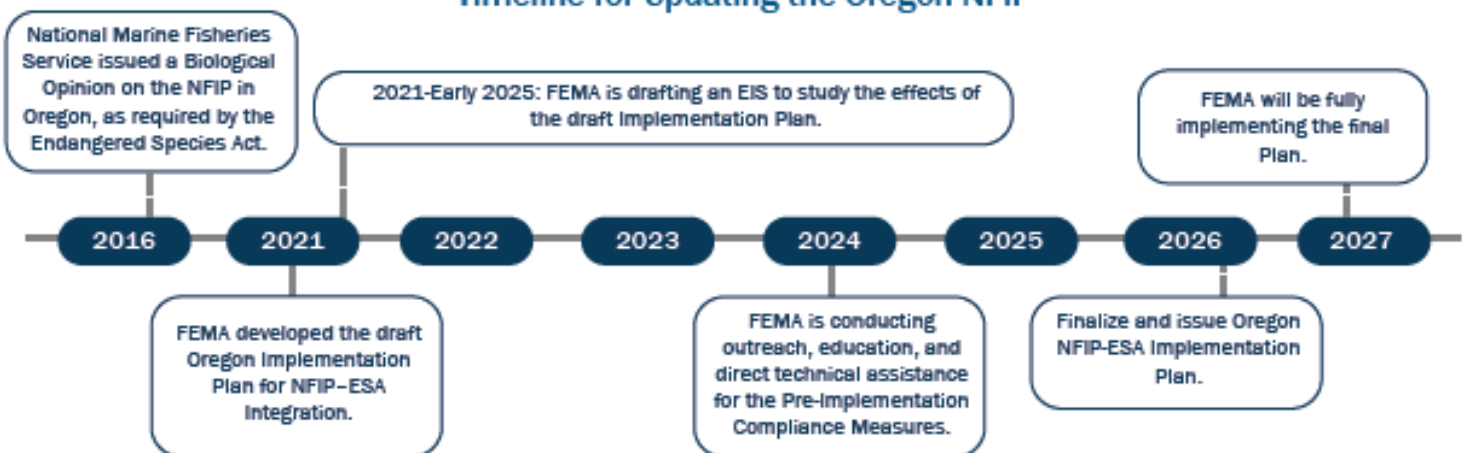
The National Flood Insurance Program serves to protect lives and property, while reducing costs to taxpayers due to flooding loss.

### What is “no net loss”?

Any development action resulting in negative impacts to one or more key floodplain functions that are then mitigated or avoided to offset said impacts.

The Final Implementation Plan is anticipated by 2026 following the Record of Decision in the EIS process, then FEMA will fully implement the plan in 2027. Until then, communities need to begin taking action to protect habitat and achieve “no net loss.” FEMA is offering several resources for communities to learn more and implement interim measures, called Pre-Implementation Compliance Measures (PICMs).

### Timeline for Updating the Oregon NFIP



## What can communities do to comply with these changes?

Oregon communities participating in the NFIP can take short-term measures to comply with ESA requirements, known as PICMs. FEMA developed these measures in response to concerns from communities about the time and resources needed to meet requirements and ensure their future good standing in the NFIP. By implementing these measures now, communities will be better prepared for compliance audits, which will begin when the Final Implementation Plan is in place.

Communities can select one of the following three PICMs:

- Prohibit all new development in the floodplain.
- Incorporate the ESA into local floodplain ordinances.
- Require permit applicants to develop a Floodplain Habitat Assessment documenting that their proposed development in the Special Flood Hazard Area will achieve “no net loss.”

Communities must report to FEMA on their implementation of interim measures.

In addition to the above measures, as of August 1, 2024, FEMA is temporarily suspending processing applications for Letters of Map Revision based on Fill (LOMR-Fs) and Conditional Letters of Map Revision based on Fill (CLOMR-Fs) in NFIP communities to avoid potentially negative effects on ESA-listed species.

## FEMA is here to support your community.

FEMA is offering several resources to assist communities in preparing for the Oregon NFIP-ESA Implementation Plan.

- **Informational Webinars (Summer 2024):** Learn about what FEMA is doing to revise the Implementation Plan and receive an introduction to the PICMs.
- **Questionnaire (Summer 2024):** Share what floodplain management measures your community is currently implementing to comply with the ESA, which PICMs you’re most interested in, and what support you need. Your feedback will help us plan the fall workshops and identify needs for technical assistance.
- **Workshops (Fall 2024):** Get an in-depth look at PICMs and talk through questions and concerns with FEMA staff.
- **Technical Assistance (Begins in Fall 2024):** Get support from FEMA to begin implementing PICMs.

### Learn more and participate

Visit [www.fema.gov/about/organization/region-10/oregon/nfip-esa-integration](https://www.fema.gov/about/organization/region-10/oregon/nfip-esa-integration) to read the latest information about NFIP-ESA Integration in Oregon.

You can also contact us at [FEMA-R10-MIT-PICM@fema.dhs.gov](mailto:FEMA-R10-MIT-PICM@fema.dhs.gov)