



# COUNCIL REGULAR SESSION

Wednesday, February 04, 2026 at 7:00 PM

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## COUNCIL MEMBERS:

Mayor Jennifer Massey  
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

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## AGENDA

### CALL REGULAR SESSION TO ORDER

### PLEDGE OF ALLEGIANCE

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

### ORDINANCES – *First Reading*

- 1. Ordinance No. 3319:** An Ordinance to Annex and Designate the Zone of Certain Property Located Between the Northern Terminus of Morten Lane and the South Side of Sykes County Road
- 2. Ordinance No. 3320:** An Ordinance Authorizing the Operation of Class IV All-Terrain Vehicles on Streets located within the City of St. Helens, Oregon, and Providing a Penalty for the Violation Thereof

### AWARD BID/CONTRACT

- 3.** Award Bid and Authorize Mayor to Sign Contract with Common Ground Excavation LLC for Railroad Ave – South 1st Street Watermain Replacement Project No. W-485, in the Amount of \$229,998.94

### APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 4.** Final Partition Plat for 80 S. 21st Street
- 5.** Agreement with St. Helens School District for Mutual Use of Facilities

### CONSENT AGENDA FOR ACCEPTANCE

- 6.** [Ratify] Agreement with Christine Landers for Pro Tem Prosecutorial Services

### CONSENT AGENDA FOR APPROVAL

- 7.** OLCC Licenses
- 8.** Accounts Payable Bill Lists

### WORK SESSION ACTION ITEMS

### COUNCIL MEMBER REPORTS

### MAYOR MASSEY REPORTS

**PROACTIVE ITEMS**

**OTHER BUSINESS**

**ADJOURN**

**VIRTUAL MEETING DETAILS**

Join: <https://us02web.zoom.us/j/81460628227?pwd=9QKIufL6i7SHuJVW7q5IcmvPp2gNDj.1>

Passcode: 752466

Phone one-tap: +17193594580

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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.

**City of St. Helens**  
**ORDINANCE NO. 3319**

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN  
 PROPERTY LOCATED BETWEEN THE NORTHERN TERMINUS OF MORTEN  
 LANE AND THE SOUTH SIDE OF SYKES COUNTY ROAD

**WHEREAS**, applicant Susan L. A. Stutzman has requested to annex to the City of St. Helens certain undeveloped property located south of Sykes Road about 300 feet west of where the BPA lines intersect with Sykes Road, and north of the Morten Lane terminus next to 58990 Morten Lane. This property is also described per **Exhibit A** and depicted per **Exhibit B**; and

**WHEREAS**, the applicant and the other owner, Katherin M. A. Johnson, have consented in writing to the proposed annexation; and

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

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

**WHEREAS**, appropriate notice has been given and a public hearing was held January 21, 2026 on the annexation proposal; and

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

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

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

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

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

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

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

**Section 6.** In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.1.25 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

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

Read the first time: February 4, 2026  
Read the second time: February 18, 2026

**APPROVED AND ADOPTED** this 18<sup>th</sup> day of February, 2026 by the following vote:

Ayes:  
Nays:  
Abstain:

\_\_\_\_\_  
Jennifer Massey, Mayor

ATTEST:

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



EXHIBIT A  
LEGAL DESCRIPTION

A parcel of land located in the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 6, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point, which is the Northwest corner of Lot 1 of Meadow View Estates, Columbia County, Oregon, also the **True Point of Beginning**;

Thence, Southerly along the East right-of-way line of Morten Lane a distance of 1' to a point;

Thence, Westerly across the Morten Lane right-of-way to a point on the West right-of-way line of Morten Lane that is 1' South of the Northeast corner of Tract A of Meadow View Estates, Columbia County, Oregon;

Thence, Northerly along the West right-of-way line of Morten Lane a distance of 1' to the Northeast corner of said Tract A;

Thence, South  $88^{\circ}49'$  East to a point that is 144.87' from the Northwest corner of said tract A;

Thence, North  $00^{\circ}05'-\frac{1}{2}'$  East to the Southerly right-of-way line of the Sykes County Road No. P-214 right-of-way;

Thence, Easterly along said Southerly right-of-way line a distance of 227.37' to a point;

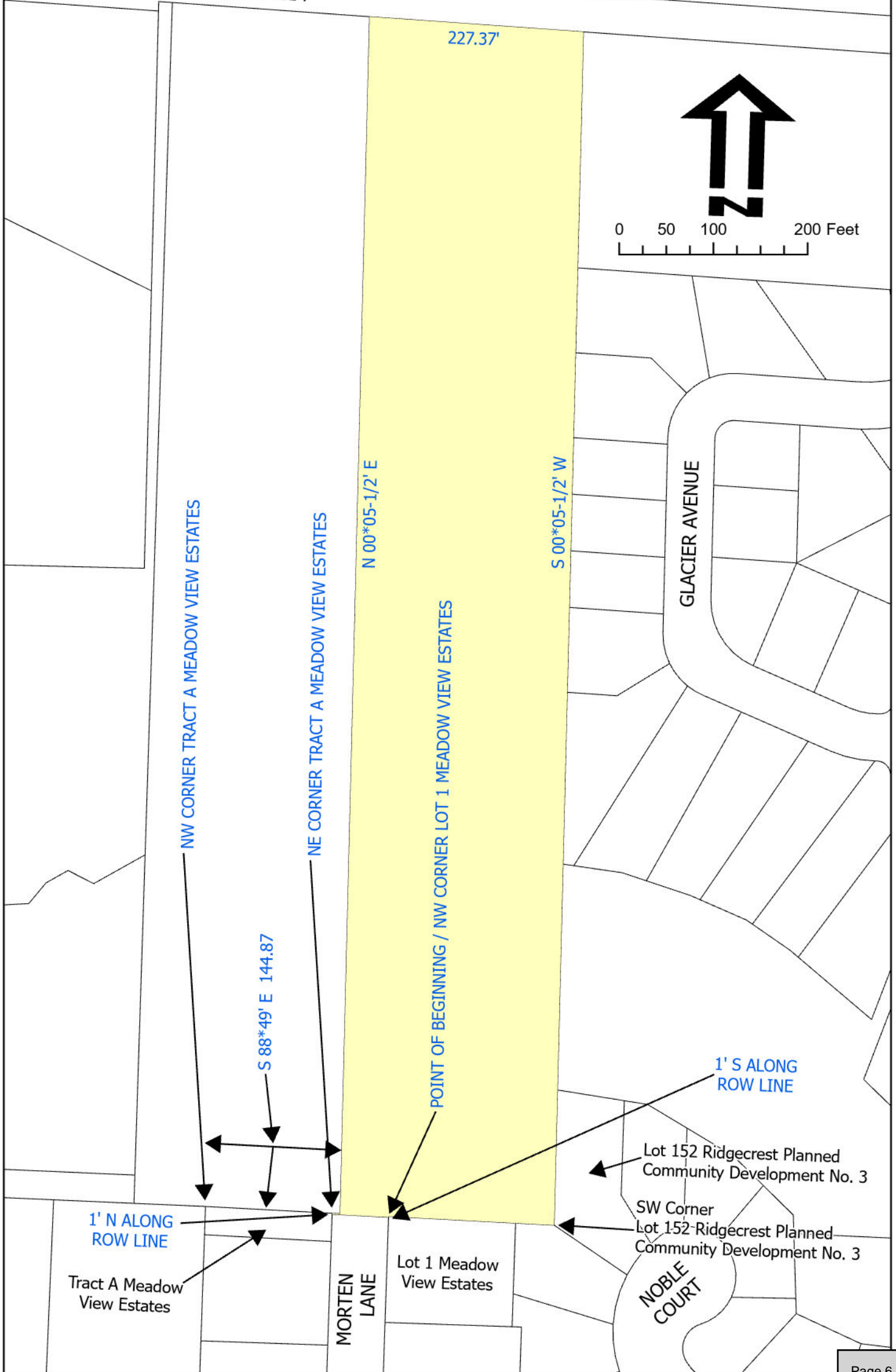
Thence, South  $00^{\circ}05'-\frac{1}{2}'$  West to the Southwest corner of Lot 152 of Ridgecrest Planned Community Development No. 3, City of St. Helens, Columbia County, Oregon;

Thence, Westerly in a straight line to the to the **True Point of Beginning**.

# EXHIBIT B

S.W.1/4 S.E.1/4 SEC.6 T.4N. R.1W W.M.  
COLUMBIA COUNTY

SYKES COUNTY ROAD NO. P-214



**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Annexation A.1.25**

**APPLICANT:** Susan L. A. Stutzman  
**OWNER:** JOHNSON KATHRYN M A & STUTZMAN SUSAN L A  
**ZONING:** Columbia County's R-10  
**LOCATION:** Property south of Sykes Road about 300 feet west of where the BPA lines intersection with Sykes Road, and north of the Morten Lane terminus next to 58990 Morten Lane  
**PROPOSAL:** Annexation of approximately 6.57 acres to the City of St. Helens

**SITE INFORMATION / BACKGROUND**

The property is undeveloped. There is a ravine with Wetland MC-9 and Riparian Area R-MC-16(a), both that are significant per the city's Development Code in the southern half of the site. The northern half of the site has less extreme topography and includes a 100' wide BPA easement that cuts a swath through several subdivisions on the west side of St. Helens.

The subject property could have access from Sykes Road on the north side and/or from Morten Lane on the south side. Given the ravine, it probably needs access from both sides because building a road through/over the ravine may not be practical. The property includes Tract B of the Meadow View Estates Subdivision, which is the Morten Lane "street plug." Street plugs (e.g., one-foot-deep strips of land at the end of rights-of-way) are typically publicly owned and an old way of reserving/controlling road extensions. If the street plug was owned by another party, the property would not have access to Morten Lane.

Rectangular in shape, though not all abutting properties are within the city's municipal limits, a portion of each of the four sides abuts city limits. The subject property does not abut but is close to the city's Urban Growth Boundary (UGB): along the north side of Sykes Road, the UGB is less than 50 feet away, and along the south side of Sykes Road the UGB is approximately 225 feet away.

**PUBLIC HEARING & NOTICE**

**Public hearing** before the Planning Commission for *recommendation to the City Council*: December 9, 2025. Public hearing before the City Council: January 21, 2026.

**Notice** of this proposal was sent to the Oregon Department of Land Conservation and Development on October 27, 2025 through their PAPA Online Submittal website.

**Notice** of this proposal was sent to surrounding property owners within 300 feet of the subject property(ies) on November 7, 2025 via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

**Notice** was published on November 14, 2025 in the Columbia County Spotlight newspaper.

### AGENCY REFERRALS & COMMENTS

**Columbia County Public Works:** Columbia County Public Works has reviewed the proposed annexation and has no comment on this proposal.

**McNulty Water:** The property owner should be aware that McNulty PUD has a waterline along the southern frontage of the property in question.

### APPLICABLE CRITERIA, ANALYSIS & FINDINGS

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

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

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

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC.

Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to city sewer to support existing and future development on the subject property, and, once annexed, all other city services/facilities. Sewer and water capacity to serve this property is addressed in more detail under SHMC 17.28.030(1) below. By this review process, the proposal complies with this aspect of the Comprehensive Plan.

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

There is no known conflict with the addendums to the Comprehensive Plan which includes the Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), the Housing Needs Analysis (Ord. No. 3244), and the Economic Opportunities Analysis, Stormwater Master Plan, Wastewater Master Plan, and Water Master Plan (Ord. No. 3308).

**However, there are applicable Comprehensive Plan policies and the Housing Needs Analysis applies to the applicable designation and zoning district for annexation. These are discussed further below.**

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

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

**(a)(iii)** In addition, Section 3 of the City’s Charter states that “annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate.” However, in 2016, the Oregon Legislature passed a bill which resulted in ORS 222.127 which states that a city shall annex the territory without submitting the proposal to the electors if certain criteria are met:

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

The property is within the St. Helens UGB, is subject to the St. Helens Comprehensive Plan, is contiguous to city limits on all four sides, and conforms with other city requirements. As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

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

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

### **SHMC 17.08.060 – Transportation planning rule compliance**

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation

facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule (“TPR”)).

“Significant” means the proposal would:

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

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

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County for R7 and R10 zoning districts. The City’s zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

There are *special considerations* for zoning properties R5 or AR upon annexation. These are discussed under SHMC 17.28.030(2) below. City R5 and AR zoning allows 5,000 and 4,000 square feet, respectively, for single-family dwellings, while County R-10 zoning requires 10,000 square feet. For purposes of the TPR, this doubles the potential intensity of use of the property. If

R5 or AR zoning is considered for all or a portion of the subject property as part of this annexation, a transportation impact analysis would be warranted. No such analysis has been provided to support AR or R5 zoning. However, the city will have the opportunity to require a traffic impact analysis with any future subdivision proposal.

**Finding:** Transportation facilities will not be significantly affected by this proposal based on the City Council's decision to apply the R7 zone.

#### **SHMC 17.28.030(1) – Annexation criteria**

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

**Discussion:** (a) Adequate public facilities.

**Water** – The site is within the McNulty Water District. The nearest city water is approximately 500 feet away to the west within the Sykes Road right-of-way. The city has an Urban Services Agreement with McNulty (2013 Resolution No. 1634) to determine which water provider is used.

The City's current water capacity is 6 million gallons/day and the peak flow, usually in the summer, is 3 to 4 million gallons/day. Additionally, the city has the capacity of approximately 10 million gallons to meet future demands. Any additional uses that occur on the subject property can be accommodated by the City's municipal water system as infrastructure has substantial capacity available.

McNulty Water noted that they have a water infrastructure on the south side of the property.

**Sanitary Sewer** – City sanitary sewer is available to the property from Sykes Road where there is an 8" sewer main.

With regards to *capacity*, the City's wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the "loading" or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Sanitary sewer *capacity* is adequate.

With regards to *conveyance*, the city adopted a new **Wastewater Master Plan (WWMP)** in November 2021 that identifies undersized trunk lines already operating at or above capacity that

further development of the subject property (e.g., land division creating new parcels) would depend on. The WWMP can be found here:

<https://www.sthelensoregon.gov/engineering/page/public-infrastructure-master-plans>

The city is actively addressing this issue, which could impact future development of the property regardless of its status of being in or outside of city limits. This annexation does not by itself create additional sanitary sewer impact.

**Transportation** - Transportation facilities will not be significantly affected by this proposal based on the City Council's decision to apply the R7 zone.

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

**(b)** Comply with comprehensive plan amendment standards, zoning ordinance amendment standards, Comprehensive Plan policies and implementing ordinances.

The land use of the subject property is entirely vacant. Zoning considerations are discussed under SHMC 17.28.030(2) below.

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

**(c)** Compliance with state laws.

There are several state laws applicable to annexations. **City annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.**

Pursuant to ORS 222.111(1), a city may only annex territory that is not within another city, and the territory must either be contiguous to the annexing city or be separated from the city only by a body of water or public right-of-way. The subject property is not within another city's jurisdiction and City of St. Helens corporate limits lies on all sides.

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

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

Per ORS 222.173(1) only statements of consent to annexation which are filed within any one-year period shall be effective, unless a separate written agreement waiving the one-year period or



prescribing some other period has been entered into between an owner of land or an elector and the city. The consent to annex filed with the city is dated August 2025.

The owners also signed an Electors Consent document including the one-year waiver, though this annexation is being processed within the first year.

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

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

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

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

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

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

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

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

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

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

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

The site is within the McNulty Water District. The nearest City water is approximately 500 feet away to the west within the Sykes Road right-of-way. The city has an Urban Services Agreement with McNulty to determine which water provider is used.

City sewer is available from Sykes Road.

Public water and sanitary sewer are key elements for urban density.

- **Statewide Planning Goal 10: Housing**

*Goal 10 requires buildable lands for residential use shall be inventoried and plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density.*

This Goal must be addressed as residential lands or any land where needed housing is possible are potentially affected.

This Goal has a couple components: 1) **inventorying** of land for housing need, and 2) **demographic broad spectrum housing availability in both quantity and variety of type.**

### **Inventorying**

St. Helens completed and adopted a Housing Needs Analysis (HNA) and Buildable Lands Inventory (BLI) in 2019 (Ordinance No. 3244). The results of the housing needs analysis indicates that the current St. Helens Urban Growth Boundary is sufficient to accommodate future housing needs, with a small deficiency (8 acres needed) of high-density land for multi-family development. Commercial/Mixed Use land can make up for the high-density land deficiency. Even though there are no guarantees Commercial/Mixed Use lands will be used for residential purposes, the following residential developments on commercial/mixed use lands since the inventorying effort of the HNA are noteworthy:

- St. Helens Place Apartments at 700 Matzen Street. Originally approved by Conditional Use Permit CUP.2.18 in 2018, this 204-unit multidwelling project was completed in 2020.

Zone: General Commercial.

Total acres used: 7.72 out of 7.72 ac.

- Broadleaf Arbor developed by the Northwest Oregon Housing Authority (NOHA) and Community Development Partners at 2250 Gable Road. Originally approved by Conditional Use Permit CUP.3.19, this 239-unit multidwelling project was completed earlier this year. The site has wetlands that are preserved so only a portion of the property is developed.

Zone: General Commercial, GC.

Total acres used: approx. 13.7 ac. out of 16.7 ac.

Based on these two projects alone, the high-density deficiency is resolved. The city's adopted land-wise need for housing is met, and does not need to be considered further for this annexation.

**Demographic broad spectrum housing availability in both quantity and variety of type**

As explained later in this report, the City Council can consider R10 or R7 zoning, but also R5 and AR. Since the fundamentals of the Housing Needs Analysis (HNA) are met, the city is not compelled to consider R5 or AR over R10 or R7. However, choosing R5 and/or AR would increase the type of housing in this area, as these zonings allow multifamily development (3 or more units per lot/parcel) and attached single-family dwellings, whereas the R10 and R7 zones don't.

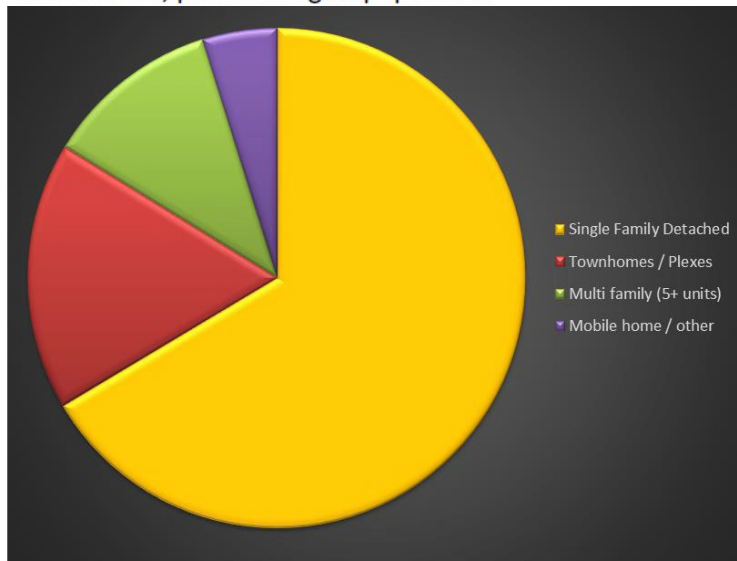
The Council chose to apply the R7 zoning.

But even if zoned R7 or R10, urban services like water and sewer are necessary for urban density and per SHMC 13.02.020(10), no connection for new service outside city limits for water, sanitary sewer or storm sewer shall be installed unless a signed consent to annex has been received by the planning department. So, this annexation facilitates use for urban services, that without them, would limit the property to large lot development served by individual on-site sanitary sewerage accommodation (e.g., septic systems).

**[Remainder of page intentionally blank]**

Land Need (net acres)	
Low Density*	240
Medium Density**	40
High Density	24
Manufactured Home Parks	5
<b>Total</b>	<b>309</b>
Buildable Land Inventory (net acres)	
Low Density	532
Medium Density	93
High Density	16
Manufactured Home Parks	45
Commercial/Mixed Use***	19
<b>Total</b>	<b>705</b>
UGB Land Surplus/Deficit (net acres)	
Low Density*	293
Medium Density**	53
High Density	(8)
Manufactured Home Parks	40
Commercial/Mixed Use	19
<b>Total</b>	<b>397</b>
<b>Adequacy of UGB to meet housing need</b>	<b>adequate</b>

\* Includes detached units and mobile homes. \*\* Includes townhomes, plexes and group quarters.



Source: U.S. Census, American Community Survey, 2013-2017.

**Upper Left:** Table showing the city's 2019 HNA findings. St. Helens has adequate land across most categories. The high-density deficit of 8 acres can be addressed in the commercial/mixed use land surplus and there are development projects since the HNA adoption that have done so, exceeding 8 acres.

This proposal complies with the **inventorying** component of Goal 10.

\* \* \*

**Lower Left:** This is Exhibit 5 from the city's HNA showing housing mix and tenancy for St. Helens between 2013 and 2017.

The proposal adds options for residential use by facilitating urban density for the >6 acre subject property. Annexation is one of the elements to allow connection to urban services and without city sewer, only large lot development with individual on-site systems would ne possible

This proposal complies with the **broad spectrum housing availability** component of Goal 10.

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

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

Traffic impacts and the city’s provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility because the Council chose to apply the R7 zone.

**(d)** Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district.

The subject property abuts both the south side of Sykes Road on the north side and the end of Morten Lane on the south side. Sykes Road is underdeveloped for urban purposes lacking frontage improvements such as a sidewalk. Morten Lane could potentially be extended into the property.

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

**(e)** Property exceeding 10 acres in gross size must show a need on the part of the city.

The subject property is 6.57 acres.

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

#### **SHMC 17.28.030(2) – Annexation criteria**

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

**Discussion:** The Comprehensive Plan designation is currently Rural Suburban Unincorporated Residential (RSUR). Upon annexation, the subject property’s Comprehensive Plan designation shall be Suburban Residential (Incorporated) SR.

The City’s zoning options upon annexation are R7, R10, or under *special circumstances*, R5 or AR. See SHMC 19.12.060(2)(c) below for the special circumstances.

#### **Per SHMC 19.12.060 Rural Suburban Unincorporated Residential Goals and Policies:**

- (1) Goals. To provide sufficient area for urban development that will accommodate a variety of housing types.

(2) Policies. It is the policy of the city of St. Helens to:

- (a) Work with the county on partition and subdivision applications for these lands to ensure that they are divided in a manner that does not hinder future urbanization.
- (b) Zone the rural suburban-unincorporated residential at R7 or R10 upon annexation to the city unless circumstances listed in subsection (2)(c) of this section exist.
- (c) **Consider zoning lands with the rural suburban-unincorporated residential category for R5 or AR if the following conditions are found:**
  - (i) **The parcel is vacant and larger than two acres in size.**
  - (ii) **The carrying capacity of the public services, including but not limited to streets, sewer, and water, are sufficient for higher density development.**
  - (iii) **The county and city determine, due to the pattern of development in the city and within the urban growth area, that other lands are more appropriate for these designations.**

The parcel is larger than two acres in size and the public services are available. The city may consider if this area warrants higher density than R7 or R10 by looking at the pattern of development in the city and within the Urban Growth Boundary.

Because the properties within city limits surrounding the subject property on all four sides are zoned R7 and the city's housing needs are technically met based on the Housing Needs Analysis as described previously, staff and the Planning Commission recommend R7 zoning.

**Finding:** The Council agrees with staff and the Planning Commission that upon annexation, the subject property's Comprehensive Plan designation shall be Suburban Residential (Incorporated), SR and zoned Moderate Residential, R7.

### **SHMC 17.112.030 – Established & Developed Area Classification criteria**

#### **Per SHMC 17.112.030:**

- (1) All land which is annexed to the city shall be classified as an established area or as a developing area on the plan map and on the zoning map.
- (2) The decision shall be based on definition of the areas as set forth in SHMC 17.112.020.

#### **The definitions per SHMC 17.112.020:**

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

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

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

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

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

There are areas on the property which are subject to natural resource protection measures (locally significant wetlands and riparian areas). However, there is still ample land classified as buildable for it to be deemed “developing.”

**Finding:** The subject property should be designated as a “developing area.”

### CONCLUSION & DECISION

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

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

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Jennifer Massey, Mayor

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Date



## STAFF REPORT

Meeting Date: February 4, 2025  
 Author: John Walsh, City Administrator  
 Reviewed: Matthew Smith, Chief of Police  
 Ashley Wigod, City Attorney's Office  
 Department: City Administrator's Office  
 Subject: Class IV ATVs

**Background.** Based on interest from the community, at the November 18, 2025, City Council Work Session, the Mayor proposed an ordinance to authorize Class IV ATVs to be driven on City streets. Public comments were taken. At the January 21, 2026, City Council Work Session, a draft ordinance authorizing the option of Class IV ATVs was presented to City Council for further discussion.

**Proposed Revisions.** Based on the discussion at the January 21, 2026, City Council Work Session, public comment received, and further review by staff, the following revisions to the ordinance are proposed. A redline and clean copy are included in the Work Session Agenda Packet. A clean copy is included in the Regular Session Agenda.

1. **City of St. Helens ATV Permit.** After further consideration, the St. Helens ATV Permit is proposed to be removed. The ATV Permit does not modify or add safety requirements. Requiring an ATV permit involves additional staff time and administrative costs to manage. The majority of other cities that allow Class IV ATVs on the road do not require a separate local ATV permit. Removing the local City of St. Helens ATV Permit also creates an easier, less expensive, regulatory structure for people seeking to operate Class IV ATVs on City streets.

The Operation of Class IV ATVs would continue to be subject to all City code and Oregon traffic laws. Violations would be subject to citations issued by the City of St. Helens police officers, which would be heard in Municipal Court.

2. **Definitions.** This section has been amended to remove the definitions of Class I, Class II, and Class III ATVs because they are duplicative of state law and unnecessary. The definition of Streets was updated for clarification.
3. **Financial Responsibility Requirements:** This section has been amended to add the reference to state law to make it easier for users to identify the minimum limits of liability coverage required.
4. **Safety Equipment Requirements:** This section has been amended to consolidate the required safety equipment into one section. The requirement for a horn, safety roll bar system, and an express prohibition on non-standard lights (e.g. non-standard colors, flashing, non-standard locations) has also been added.



5. **Safety belt requirements:** This section has been amended to expressly state the text of the state law seat belt provisions that were referenced but not expressly stated. Drivers and passengers are required to comply with seat belts laws that are applicable under Oregon law. The exemption that does not require seat belts in older vehicles does not apply.
6. **Location of operation:** This section has been amended to limit crossing of Highway 30 to Gable Road. State law requires crossing at an angle approximately 90 degrees from the direction of traffic and Gable Road provides for 2-way traffic and complies with that requirement. No other streets are permitted to be used to cross Highway 30. Crossing at Gable Road complies with ORS 821.200(1).
7. **Enforcement:** The Schedule of Fines for Citation has been amended per the discussion at the last Council meeting.

City staff will create an FAQ with the details of the Class IV ATV Ordinance to be posted on the City's website.

**Next Steps:** The proposed Class IV ATV Ordinance is on the February 4, 2026, Regular City Council meeting for adoption.

City of St. Helens  
**ORDINANCE NO. 3320**

AN ORDINANCE AUTHORIZING THE OPERATION OF CLASS IV  
ALL-TERRAIN VEHICLES ON STREETS LOCATED WITHIN THE  
CITY OF ST. HELENS, OREGON, AND PROVIDING A  
PENALTY FOR THE VIOLATION THEREOF

**WHEREAS**, the City of St. Helens desires to authorize Class IV All-Terrain Vehicles (ATVs), also known as side-by-side (SxS) vehicles, on designated City streets to allow for the use of alternative transportation; and

**WHEREAS**, the City of St. Helens Charter authorizes the City to have all powers which the constitutions, statutes, and common laws of the United States and of Oregon expressly or impliedly grant or allow the City, as fully as though this Charter specifically enumerated each of those powers, which include the powers to manage the right-of-way; and

**WHEREAS**, ORS 810.010(3) provides that the governing body of an incorporated city is the road authority for all highways, roads, streets and alleys, other than state highways, within the boundaries of the incorporated city; and

**WHEREAS**, ORS 810.200(2)(c) establishes an exemption from the general prohibition on operating all-terrain vehicles on highways and provides that an all-terrain vehicle may be lawfully operated on a highway where posted to permit all-terrain vehicles; and

**WHEREAS**, the City desires to establish a city ordinance to allow Class IV All-Terrain vehicles to operate on City streets in accordance with Oregon law, including to establish clear regulations and safety standards for the safe and responsible Class IV ATV usage; and

**WHEREAS**, the St. Helens City Council has determined that it is a necessary and proper public purpose to impose certain restrictions on the operation of all-terrain vehicles on such City streets for the purpose of protecting the interest and safety of the general public.

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

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

**Section 2.** Chapter 10.24 of the City of St. Helens Municipal Code is hereby added to be read as follows:

## Chapter 10.24: Class IV All-Terrain Vehicles

### 10.24.010 Title.

This chapter shall be known as the "Class IV All-Terrain Vehicles" for the City of St. Helens.

### 10.24.020 Purpose.

The purpose of this Chapter is to authorize the operation of Class IV All-Terrain Vehicles on City Streets, as defined, within the City of St. Helens subject to the terms, provisions, rights and responsibilities as set forth in this Chapter.

### 10.24.030 Definitions.

For the purpose of this Chapter, the following definitions are hereby established:

- (1) *Class IV All-Terrain Vehicle (Class IV ATVs).* As defined in ORS 801.194, any motorized vehicle that (a) travels on four or more pneumatic tires that are six inches or more in width and that are designed for use on wheels with a rim diameter of 14 inches or less, (b) is designed for or capable of cross-country travel on or immediately over, land, water, snow, ice, marsh, swampland, or other natural terrain, (c) has non-straddle seating, (d) has a steering wheel for steering control, (e) has a dry weight of 1,800 pounds or less; and (f) is 65 inches wide or less at its widest point, or current manufacturing standards of width and weight from the factory. Class IV ATVs may also be known as side-by-sides (SXS).
- (2) *Motorcycle Helmet.* As defined in ORS 801.366, a Motorcycle Helmet is a protective covering for the head consisting of a hard, outer shell, padding adjacent to and inside the outer shell, and a chin-strap type retention system with a sticker indicating that the motorcycle helmet meets standards established by the United States Department of Transportation.
- (3) *Traffic Law(s).* Any and all Oregon statutes and regulations relating in any way to the operation or use of motorized vehicles, including, without limitation, the Oregon Vehicle Code (ORS Chapters 801 to 826) and any regulations or administrative rules promulgated thereunder.
- (4) *Street(s).* For the purposes of this Chapter, Streets shall mean public right-of-way, roads, and alleys within the City of St. Helens, that are open, used or intended for the use of the general public for vehicles or vehicular traffic, and not including Highway 30.

### 10.24.040 Class IV All-Terrain Vehicles Authorized on City Streets, Not Including Highway 30.

- (1) Subject to the provisions of this Chapter, Class IV ATVs may be operated on Streets in the City of St. Helens, except on Highway 30, unless specifically designated for crossing.
- (2) Class I, II, and III ATVs (as defined in state law) are prohibited from operating on the Streets in the City of St. Helens.

## 10.24.050 Regulations for Operation of Class IV All-Terrain Vehicles.

- (1) **Compliance with all laws.** Class IV ATVs operating under this Chapter must be operated in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all applicable Traffic Law requirements (including, without limitation, ORS 811.255) and all posted speed limits.
- (2) **State of Oregon Permit issued under ORS 390.577 Required.** A person operating a Class IV All-Terrain Vehicle under this Chapter must hold a valid Class IV ATV Operator Permit issued under ORS 390.577 and an ATV Safety Education Card issued upon completion of an Oregon Parks and Recreation Departments approved ATV Safety Education course and passage of the minimum standards test of ATV Safety Education competency as established by the Oregon Parks and Recreation Department as set forth in OAR 736-004-0015(10).
- (3) **Financial Responsibility Requirements.** All-terrain vehicles operated under this Chapter must meet the financial responsibility requirements under ORS Chapter 806. For the purposes of this section, Financial Responsibility Requirements means maintaining liability insurance that meets or exceeds the minimum financial responsibility requirements set forth in ORS 806.010 and ORS 806.070 and the ability to respond to damages for liability, on account of accidents arising out of the ownership, operation, maintenance, and/or use of an ATV, in a manner provided under ORS 806. The minimum limits of coverage for the purposes of demonstrating Financial Responsibility under this section are set forth in [ORS 806.070 \(Minimum payment schedule\)](#). The exemption in 806.020 does not apply to this Chapter.
- (4) **Licensed Driver 18 Years or Older.** A person operating a Class IV ATV must be 18 years of age or older and hold a valid Driver License.
- (5) **Safety Equipment Requirements.**  
Class IV ATVs must be equipped with the following:
- i. Safety equipment required under all applicable Traffic Laws, including, without limitation, ORS 821.030 and OAR 735-116-000;
  - ii. Rear facing mirror.
  - iii. A muffler, brakes, and windshield in compliance with ORS 821.040.
  - iv. Brake lights as required in ORS 816.100.
  - v. Turn signals as required in ORS 816.120
  - vi. Back up lights as required in ORS 816.110;
  - vii. Headlights (ORS 816.050) and Taillights (ORS 816.080) as required in this Chapter;
  - viii. A functioning horn;
  - ix. A rollover protection system; and
  - x. Class IV ATVs shall comply with ORS 816.350 (Prohibitions on number and kind of lights for certain vehicles) and no exemptions shall apply.
- (6) **Personal Protection**
- i. **Helmets:** All persons operating or riding in a Class IV ATV must wear a Motorcycle Helmet with a fastened chin strap.

- ii. **Eye Protection:** Eye protection is required for operators or passengers in Class IV ATV without a windshield.

(7) **Safety Belt Requirements.** A person must be properly secured with a safety belt or safety harness while operating or riding as a passenger in an ATV in the same manner as required in ORS 811.210, which includes the requirements under ORS 811.210(2) as follows: (a) A person who is under two years of age must be properly secured with a child safety system in a rear-facing position; (b) A person who weighs 40 pounds or less must be properly secured with a child safety system that meets the minimum standards and specifications established by the Department of Transportation under ORS 815.055 for child safety systems designed for children weighing 40 pounds or less; and (c) Except as provided in subsection (3) of this section, a person who weighs more than 40 pounds and who is four feet nine inches or shorter must be properly secured with a child safety system that elevates the person so that a safety belt or safety harness properly fits the person. The exemption provided in ORS 811.215(2) does not apply.

(8) **Location of Operation.** Class IV ATVs are prohibited from operating on Highway 30 except that a person may, while operating a Class IV ATV, cross Highway 30 at Gable Road, as permitted under applicable Oregon law, including, without limitation, ORS 821.200.

(9) **Hours of Operation.**

- i. Class IV ATVs may be operated during daylight hours, which are one hour before sunrise to one hour after sunset.
- ii. Class IV ATVs shall not be operated during hours of darkness, which commence one hour after sunset through one hour before sunrise, and when limited visibility conditions exist, unless equipped with lighting equipment required for a motor vehicle under ORS 816.320 (including but not limited to high and low beam headlights, taillights, turn signals, and brake lights).

(10) **Speed Limits.** Class IV ATVs operated under this Chapter must be operated in compliance with all posted speed limits and may not be operated (a) at a rate of speed greater than reasonable and proper under the existing conditions, or (b) in a negligent manner so as to endanger or cause injury, death, and/or damage to the operator or person or property of another.

(11) **Prohibition on Operating All-Terrain Vehicles While Driving Privileges Suspended.** A person may not operate an ATV under this Chapter while the person's driving privileges (i.e., Driver License) are suspended or revoked.

(12) **Snowmobiles.** Nothing contained in this Chapter applies to the operation of snowmobiles as that term is defined by ORS 801.490.

#### **10.24.080 Posting.**

The City of St. Helens will post signs giving notice that the operation of ATVs is permitted upon Streets under the provisions of this Chapter. The City of St. Helens will post such signs at

locations necessary to inform the public that ATVs are permitted upon Streets, which sign locations will be determined by the City of St. Helens in its sole discretion.

#### **10.24.090 Liability.**

The operation of a Class IV ATV will be undertaken at the sole risk and responsibility of the owner and/or operator. The City of St. Helens assumes no responsibility for the operation of Class IV ATVs and to the extent permitted under Oregon law, the owner/operator agrees to hold the City harmless in any action arising from the operation of such ATVs on or off any public way within the City limits, including, without limitation, Streets and Highway 30.

#### **10.24.100 Enforcement.**

(1) Any violation of this Chapter that constitutes a violation of a Traffic Law, the enforcement shall be the same as provided for by Oregon statute. Any other violation of this Chapter shall be enforced by the issuance of a citation and shall be prosecuted in the St. Helens Municipal Court as a City Violation as now in effect or as may be amended from time to time. The Chief of Police or designee is authorized to enforce the provisions of this chapter.

(2) City Violations shall be subject to a fine of as follows:

- a. \$100.00 for the first violation;
- b. \$250.00 for the second violation;
- c. \$500.00 for the third or subsequent violation of this Chapter by the same person, unless superseded by state law.

#### **10.24.110 Reference Statutes and Rules.**

All reference to particular laws, statutes, or rules include that law, statute, or rule as now in effect or as may be amended from time to time.

#### **10.24.120 Modifications.**

The Chief of Police of the City of St. Helens has the authority to modify the provisions of this Chapter as a result of the occurrence of special events. Such modifications shall be temporary in nature and shall not violate Traffic Laws.

**Section 3. Severability.** If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 4. Codification.** Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article," "section," or other word, and the sections of this Ordinance may be renumbered, or relettered provided however that Section 3 and 4 need not be codified.

Read the first time: February 4, 2026

Read the second time: February 18, 2026

**APPROVED AND ADOPTED** by the City Council this 18th day of February 2026, by the following vote:

Ayes:  
Nays:  
Abstains:

\_\_\_\_\_  
Jennifer Massey, Mayor

ATTEST:

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



## STAFF REPORT / COUNCIL ACTION

Meeting Date: February 4, 2026  
 Author: Sharon Darroux, Engineering Manager  
 Department: Public Works  
 Division: Engineering  
 Subject: S 1st Street & Railroad Avenue Watermain Replacement Project  
 Type of Item: Project Award  
 CC: John Walsh, City Administrator  
 Mouhamad Zaher, Public Works Director

### Project Introduction:

The S 1st Street & Railroad Avenue Watermain Replacement Project No. W-485 will replace a failing section of the City's water distribution system to improve service reliability and fire protection for nearby residents. The project addresses repeated failures of the existing water main and provides infrastructure consistent with current standards and planned future roadway improvements.

### Background:

The existing 2-inch galvanized water main serving the homes in the S 1st Street - Railroad Avenue area has exceeded its useful life and has experienced multiple failures requiring repeated Public Works response and repair. The small diameter of the line also limits system reliability and does not meet current water system or fire protection standards. Continued operation of the existing main presents an increasing risk of service disruptions, emergency repairs, and escalating maintenance costs.

The project plans and specifications for the replacement of the water main was designed in-house by the City's Engineering Division in conjunction with the Public Works Operations Division. The work will include the installation of over 600 linear feet of 6-inch diameter Class 50 ductile iron water main complete with new gate valves, fire hydrant, permanent blow off assembly, and all required fittings, tees, and bends.

Additional work includes reconnection of five existing water services with pressure reducing valves, abandonment of the existing water main in place, temporary traffic control, erosion control, tree removal, rock excavation, and surface restoration. Improvements will be constructed to accommodate future roadway improvements in the corridor.



### Project Goals:

The primary goals of the project are to:

- ✓ Replace aging and failing water infrastructure
- ✓ Improve water service reliability for existing customers
- ✓ Enhance fire flow and system resiliency
- ✓ Reduce ongoing maintenance and emergency repair costs
- ✓ Construct improvements in a manner that aligns with future roadway upgrades



**Procurement:**

The S 1st Street & Railroad Avenue Watermain Replacement Project was advertised for bids in the Daily Journal of Commerce on December 31, 2025. The following bids were received and opened at 2:00 PM, January 27, 2026 at City Hall in the Council Chambers,

FIRM	LOCATION	BID
Landis & Landis Construction, LLC	Marylhurst, OR	\$274,980.00
Clark & Sons Excavating, Inc	Battle Ground, WA	\$317,428.00
Common Ground Excavation, LLC	Scotts Mills, OR	\$229,988.94
Wickwire Contracting, LLC	Pleasant Hill OR	\$254,298.40
Grade Werks Excavating, LLC	Battle Ground, WA	\$271,075.00
Subcom Excavation & Utilities, LLC	Forest Grove, OR	\$297,000.00
Advanced Excavating Specialists, LLC	Kelso, WA	\$316,750.00
Turney Excavating, Inc.	Silverton, OR	\$254,700.00
Dirt and Aggregate Interchange, Inc	Fairview, OR	\$321,000.00
T.F.T. Construction, Inc.	Scappoose, OR	\$279,700.00

**Budget Impact:**

Funding for the S 1st Street & Railroad Avenue Watermain Replacement Project is included in the adopted 2025/2026 Fiscal Year Capital Improvement Program Budget and will be paid from the Water Fund. Approval of this action authorizes expenditure within the approved budget.

**Requested Action:**

Staff recommends that the City Council award the project to Common Ground Excavation, LLC as the lowest responsive bidder on the S 1st Street & Railroad Avenue Watermain Replacement Project and authorize the City Administrator to execute a Standard Public Improvement Contract for the amount specified in their bid, plus the standard 10% contingency.

**Attachments:**

- Plan Holders List
- Bidder's Spreadsheet



## CITY OF ST. HELENS PLAN HOLDERS LIST

Item #3.

### S 1ST AND RAILROAD AVENUE WATER MAIN REPLACEMENT, PROJECT NO. W-485

#### BID DOCUMENTS (Plans and Specifications):

[HARD COPY PRINTED SET \$45.00, includes listing on Plan Holders List, For S+H Add \$10.00] [DOWNLOAD FROM CITY'S WEBSITE \$0.00, does not include listing on Plan Holders List. \$10 Fee to be Listed on Plan Holders List]

#### ADDENDUMS ISSUED:

Project Estimate Range: \$370k - \$385k

Bid Opening Date: 2:00 PM, January 27, 2026

Company Name	Contact Name	Address	City	State	Zip	Phone No.	Email Address	Date
Dirt and Aggregate Interchange, Inc.	Kathi Diana	20905 NE Sandy blvd	Fairview	OR	97024	503-661-5093	<a href="mailto:estimating@dirtagg.com">estimating@dirtagg.com</a>	01/12/26
TFT Construction, Inc.	Erik Olsen	53990 West Lane Road	Scappoose	OR	97056	503-543-7979	<a href="mailto:erik@tftconstruction.com">erik@tftconstruction.com</a>	01/15/26
Advanced Excavating Specialists, LLC	Austin Rogers	1200 Hazel St	Kelso	WA	98626	360-232-8854	<a href="mailto:austinr@advexc.us">austinr@advexc.us</a>	01/16/26
Landis & Landis Construction, LLC	Cody Carpenter	PO Box 50	Marlyhurst	OR	97036	503-440-4669	<a href="mailto:ccarpenter@llconstruction.com">ccarpenter@llconstruction.com</a>	01/23/26
Grade Werks Excavating, LLC	Jennifer Walsh	PO Box 1349	Battle Ground	WA	98604	541-974-4177	<a href="mailto:info.gwe@yahoo.com">info.gwe@yahoo.com</a>	01/26/26
Common Ground Excavation, LLC	Andrew Schonbachler	21864 Ettlin Loop	Scotts Mills	OR	97375	971-600-6877	<a href="mailto:Commongroundexcavation@gmail.com">Commongroundexcavation@gmail.com</a>	01/26/26
Subcom Excavation & Utilities	Tristan Mallory	2850 Taylor Way	Forest Grove	OR	97116	503-648-9310	<a href="mailto:tristan@subcomex.com">tristan@subcomex.com</a>	01/27/26
Turney Excavating	Emily Canady	612 N 1st st	Silverton	OR	97381	503-894-2160	<a href="mailto:emily@turneyexcavating.com">emily@turneyexcavating.com</a>	01/27/26
Clark and Sons Excavating	Josh Clark	7601 NE 289th	Battle Ground	WA	98604	360-946-8474	<a href="mailto:josh.clarkandsons@gmail.com">josh.clarkandsons@gmail.com</a>	01/27/26
Wick Wire Contracting LLC	Tanner Wick Line	84904 Edenvale Rd	Pleasant Hill	OR	97455	541-852-7525	<a href="mailto:Tanner@wickwirecontracting.com">Tanner@wickwirecontracting.com</a>	01/02/26

#### Plan Centers

Oregon Contractors Plan Center	5468 SE International Way	Milwaukie	OR	97222	(503) 650-0148	<a href="mailto:brie@contractorplancenter.com">brie@contractorplancenter.com</a>
Dodge Data & Analytics	3461 NW Yeon Ave	Portland	OR	97210	(253) 539-9335	<a href="mailto:chris@construction.com">chris@construction.com</a>
Daily Journal of Commerce Plan Center	<a href="http://www.djcoregon.com">www.djcoregon.com</a>	Portland	OR	97205	(503) 274-0624	<a href="mailto:plancenter@djcoregon.com">plancenter@djcoregon.com</a>
SW Washington Contractors Association	7017 NE Hwy 99, Suite #214	Vancouver	WA	98665	(360) 694-7922	<a href="mailto:info@swca.org">info@swca.org</a>
Premier Builders Exchange	PO Box 6731	Bend	OR	97701	(541) 389-0123	<a href="mailto:admin@plansonfile.com">admin@plansonfile.com</a>
Salem Contractors Exchange Plan Center	2256 Judson St SE	Salem	OR	97309	(503) 362-7957	<a href="mailto:lori@sceonline.org">lori@sceonline.org</a>
Seattle Daily Journal of Commerce	PO Box 11050	Seattle	WA	98111	(206) 219-6481	<a href="mailto:laura.heberlein@dj.com">laura.heberlein@dj.com</a>
Builders Exchange of Washington, Inc	2607 Wetmore Avenue	Everett,	WA	98201	(425) 258-1303	<a href="mailto:tina@bxwa.com">tina@bxwa.com</a>



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**\*UNOFFICIAL BID RESULTS\***

PROJECT NAME: S 1ST AND RAILROAD AVENUE WATER MAIN REPLACEMENT PROJECT NO. W-485  
 BID OPENING: 2:00 P.M., Tuesday, January 27, 2026 ENGINEER'S ESTIMATE: \$370k - \$385k  
 BID OPENING WITNESSED BY: John Walsh, Sharon Darroux, Alexander Bird, Bashar Al-Daomi  
 ARE BIDS LISTED IN THE ORDER OPENED? YES

Contractor's Name and Address	10% Bid Bond or Check Enclosed	Bid Signed	Addendum(s) Acknowledged	Bid Amount
Landis & Landis Construction, LLC PO Box 50 Marylhurst, OR 97036	YES	YES	N/A	\$274,980.00
Clark & Sons Excavating, Inc 7601 NE 289th St Battle Ground, WA 98604	YES	YES	N/A	\$317,428.00
Common Ground Excavation, LLC 21864 Ettlin Loop Scotts Mills, OR 97375	YES	YES	N/A	\$229,988.94
Wickwire Contracting, LLC 84904 Edenvale Rd Pleasant Hill OR, 97455	YES	YES	YES	\$254,298.40
Grade Werks Excavating, LLC PO Box 1349 Battle Ground, WA 98604	YES	YES	N/A	\$271,075.00
Subcom Excavation & Utilities, LLC 2850 Taylor Way Forest Grove, OR 97116	YES	YES	N/A	\$297,000.00
Advanced Excavating Specialists, LLC 1200 Hazel Street Kelso, WA 98626	YES	YES	N/A	\$316,750.00
Turney Excavating, Inc. 612 N First St Silverton, OR 97381	YES	YES	N/A	\$254,700.00
Dirt and Aggregate Interchange, Inc 20905 NE Sandy Blvd Fairview, OR 97024	YES	YES	N/A	\$321,000.00
T.F.T. Construction, Inc. 53990 West Lane Road Scappoose, OR 97056	YES	YES	N/A	\$279,700.00

RECOMMENDATION (APPARENT RESPONSIVE LOW BIDDER): Common Ground Excavation, LLC



## STAFF REPORT (Item Specific)

Item #4.

Meeting Date:	February 4, 2026
Author:	Jacob Graichen, AICP, City Planner
Department:	Community Development
Division:	Planning
Subject:	Final Partition Plat
Type of Item:	Authorization of Mayor's Signature
CC:	City Administrator John Walsh

**Introduction:** A partition at 80 S. 21<sup>st</sup> Street is nearly complete. One of the remaining items are city signatures: one for the Mayor and the other for me.

The request to the Council is authorization of the Mayor's signature.

**Background:** The final plat is the formal document that is ultimately recorded with the County, making the partition official.

In addition to meeting many substantive and technical requirements, the final plat also requires several signatures.

If right-of-way dedication is included, the Mayor's signature is required.

This illustrates the concept and location→

**Staff Analysis:** Staff has determined that all necessary requirements have been met for the purpose of the Mayor signing the final plat.

As of the date this memo is prepared (Jan. 27, 2026) there are still some items needed before I sign the plat, but I want to at least get the Mayor's to keep things moving.

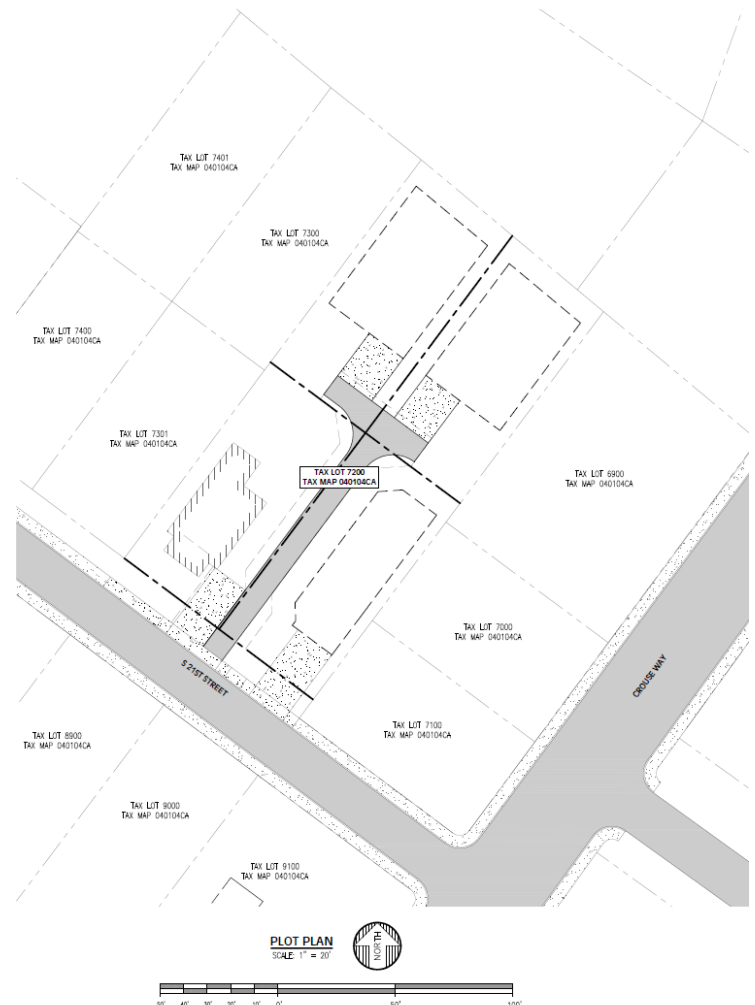
**Budget Impact:** None.

**Alternatives:** Not applicable.

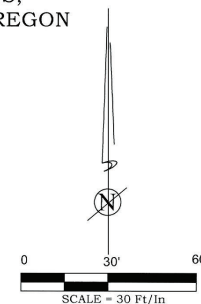
**Requested Action:** Please authorize the Mayor to sign the final plat for this Partition.

### Attachments:

- Copy of final plat to be signed. Note that the actual documents are on archival medium and need an archival ink pen.



PROPERTY LINE ADJUSTMENT &  
PARTITION PLAT NO. \_\_\_\_\_  
INSTRUMENT NO. \_\_\_\_\_  
IN THE SW 1/4 OF SECTION 4,  
T4N, R1W, W.M.,  
CITY OF ST. HELENS,  
COLUMBIA COUNTY, OREGON  
APRIL 1, 2025

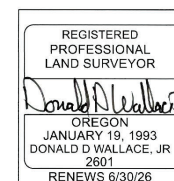


## MONUMENT NOTES:

- [1992]  
NE CORNER PARCEL 2, PARTITION PLAT 2007-24  
FOUND A 5/8" IRON ROD WITH A BURNT Y.P.C. PER PARTITION PLAT NO. 2007-24, (HELD)
- [2152]  
FOUND A 2 1/4" ALUMINUM CAP MARKED "AKS ENG" PER CS NO. 5777, (HELD)
- [11111]  
FOUND A 2 1/2" ALUMINUM CAP MARKED "AKS ENG" PER CS NO. 5777, (HELD)
- [11112]  
FOUND A 1 1/4" BRASS DISK MARKED "AKS ENGR" PER CS NO. 5777, (HELD)
- [11113]  
FOUND A 1/2" IRON PIPE PER CS NO. M-51, (HELD)
- [11114]  
FOUND A 5/8" IRON ROD WITH A Y.P.C. MARKED "BRADY LS 1860" PER CS NO. L-2166, MONUMENT BEARS N 38°23'31" E 1.06' FROM THE NORTH LINE OF VINTAGE FRIENDS LLC TRACT
- [11028]  
SE CORNER PARCEL 1, PARTITION PLAT 2007-24  
FOUND A 5/8" IRON ROD PER PARTITION PLAT NO. 2007-24, MONUMENT LIES S 11°39'37" W 0.13'
- [11029]  
FOUND A 1/2" IRON PIPE, ORIGIN UNKNOWN, AS NOTED ON PARTITION PLAT NO. 2007-24, (HELD)
- [11031]  
FOUND A SMOOTH 5/8" IRON ROD, ORIGIN UNKNOWN, (HELD)
- [11036]  
FOUND A 1/2" IRON PIPE PER CS NO. M-51, (HELD)
- [11041]  
NE CORNER PARCEL 1, PARTITION PLAT 2007-24  
FOUND A 5/8" IRON ROD WITH A Y.P.C. MARKED "LANDESIGN GROUP LLC" PER PARTITION PLAT NO. 2007-24, (HELD)
- [11043]  
FOUND A 5/8" IRON ROD WITH A Y.P.C. MARKED "LANDESIGN GROUP LLC" PER PARTITION PLAT NO. 2007-24, (HELD)

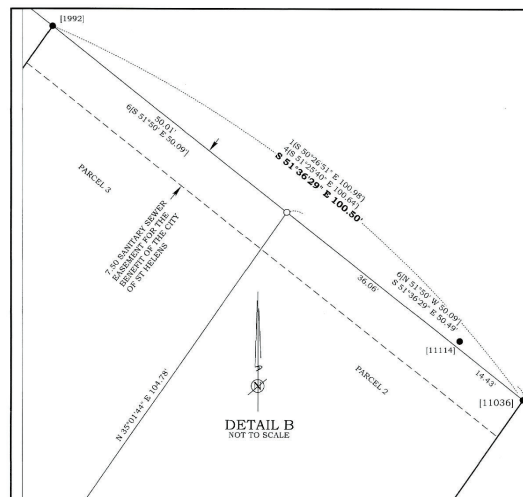
## REFERENCES:

- SURVEYS  
1 = CS NO. 5777  
2 = CS NO. L-2166  
3 = CS NO. M-51  
4 = PARTITION PLAT NO. 2007-24
- DEEDS  
1 = INSTRUMENT NO. 2005-010694  
2 = INSTRUMENT NO. 2013-009583  
3 = INSTRUMENT NO. 2016-006483  
4 = INSTRUMENT NO. 2017-001230  
5 = INSTRUMENT NO. 2022-04192  
6 = INSTRUMENT NO. 2023-05772  
7 = BOOK 67, PAGE 553 OLD PARCEL 1  
8 = BOOK 71, PAGE 380 OLD PARCEL 2



## SHEET 1 OF 2

JOB No. CRW-ST. HELENS  
DRAWING NAME: 23-256 PP S1  
DRAWN BY: ORM  
FIELD: SWMJR/CAM  
EQUIPMENT: NOMAD/NIKON  
REVISED: 11-



## LEGEND

- FOUND MONUMENT AS NOTED
- SET A 5/8" X 30" IRON ROD WITH A Y.P.C. MARKED "KLS SURVEYING INC."
- [X] MONUMENT POINT NO
- ( ) RECORD SURVEY DATA
- [ ] RECORD DEED DATA
- CS NO. SURVEY NUMBER, COLUMBIA COUNTY SURVEY RECORDS
- Y.P.C. YELLOW PLASTIC CAP
- S.F. SQUARE FEET
- x—x— FENCE





## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of January, 2026 by and between the City of St. Helens, a municipal corporation of the State of Oregon, ("City,") and the St. Helens School District No 502, an Oregon school district ("District.") The City and the District are also referred to in this Agreement each as a "Party" and together as the "Parties."

WHEREAS, the Parties each own real property in Columbia County, Oregon, and

WHEREAS, the Parties have worked cooperatively in coordinating programs and sharing athletic and recreational facilities, and

WHEREAS, the Parties desire to provide for the opportunity for one Party to use real property owned by the other Party, and

WHEREAS, the Parties deem it appropriate to enter into an Intergovernmental Agreement for the ownership and use of their respective properties under authority granted to the Parties by ORS 190.010 to 190.030.

### WITNESSETH

That each Party hereby grants to the other party the use and occupancy of the Property(ies) (including facilities on the Property) owned and operated by the other Party for the purposes and on the terms and conditions hereinafter stated:

1. Both Parties agree that a principal objective of this Agreement is the Parties to reasonably share in the cost of providing access and service to each parties Properties. The general agreement is that each Party shall maintain the properties and facilities that it owns and that each Party shall have primary access to its Properties and facilities. However, each Party grants priority use to the other Party for programming of Properties and facilities when not in use by the owning Party. This exchange of service and access is expected to demonstrate equal costs.  
  
Costs are not expected to be a dollar-for-dollar equal match but are expected to be reasonably equal. Access and service may be reviewed at least annually and adjustments to access and service levels may be made to ensure reasonably equal costs between the Parties.
2. The Parties agree to collaborate as public agencies on efforts such as grant applications.
3. Each Party shall comply with the rules and regulations of the other Party governing use of the facilities. Each Party is allowed to enforce their regulations on the other Party's property, such as those relating to the conduct of participants, for the preservation of public safety and/or protection of physical assets.
4. The Parties agree to provide priority use to each other for scheduled events. Except as scheduled, programs that have preference provided by this Agreement are identified as follows:
  - a) Programs directly provided by either Party or affiliated with District. District has responsibility for designating affiliates through District's established process.
  - b) Programs that are directly a function of their governing body (e.g. Board meetings, PTO events, and District advisory committees).

- c) Outside programs not directly funded and operated by District are not included considered affiliated with the District and do not receive priority over City programs. Outside programs may include, but are not limited to, the YMCA, private users, and local sports groups not affiliated with District.
- d) District affiliates have priority use for athletic facilities only. District affiliates do not have access under this Agreement for administrative functions including, but not limited to, board meetings, award events, uniform and equipment distribution, and similar activities. District affiliates may request use of City facilities for these activities through the City facility use process.

5. The using Party agrees to:

- a) Ensure building security during and after scheduled use. Provide proper first aid care to participants for whom they are responsible. Notify owning Party with an incident report within three (3) working days of incident.
- b) Ensure clean up and disposal of refuse by using Party to a standard reasonably acceptable to the owning Party. The Parties shall coordinate with one another when large events are scheduled to review clean up and disposal concerns. If additional custodial and/or dumpster services are determined to be necessary after prior consultation, the owning Party may bill the using Party for those services.
- c) Comply with all laws, ordinances, rules, and regulations of any public authority, as now or hereafter enacted or amended, as they relate to or affect the Property or the use thereof.
- d) **Each owning Party provides each Property to the using Party 'AS-IS' with all defects and with no representations or warranties whatsoever, including suitability for a particular purpose.** The using Party shall have access to and be responsible for inspecting the Property and determining whether it is suitable for the using Party's intended use. Except as expressly provided, nothing in this Agreement is intended to waive or limit any immunity or defense of an owning Party, including but not limited to immunity pursuant to ORS 105.682, as amended to the extent available to the owning Party.
- e) The using Party shall maintain during the term of the Agreement (with a carrier acceptable to the owning Party) commercial General Liability Insurance for the protection of the owning Party (directors, officers, employees, agents and volunteers) insuring owning Party for damages because of personal injury, bodily injury, death or damage to Property, including the loss of use thereof, and occurring on or in any way related to activities on the Property or any condition of the Property with limits (equal to the owning Party's coverage, by) not less than \$2,500,000 combined single limit per occurrence annual aggregate, or not less than the limits of public body liability set forth in the Oregon Tort Claims Act (ORS 30.260 to 30.300) or other applicable law, whichever is greater. Such insurance shall name both the using and owning Parties as insured and the using Party shall provide copies of the endorsement(s) to the owning Party. The



insured party shall provide the additional insured party thirty (30) calendar day written prior notice of cancellation. Using Party agrees to furnish, in compliance with the above, evidence of self-insurance or insurance to the owning Party within sixty (60) calendar days of this Agreement.

6. Furthermore, the owning Party agrees to keep the using Party informed of any planned construction or maintenance of its facilities that will adversely affect the using Party's ability to schedule regular use of said facility.
7. This Agreement applies to the following locations:

Scheduling Expectations	Athletic Fields - Grass	Athletic Fields – Turf
Gymnasiums	Swimming Pools	Tennis Courts
Track and Cross Country	Miscellaneous Services	
Information Distribution	City Parent Reunification Plan	

Titles may be edited, added, or deleted from time to time to respond to issues that arise during the course of the year. Such modifications shall be discussed cooperatively and be adopted by mutual consent of the City General Manager or designee and the District Superintendent or designee.

8. Failure of the using Party to follow the terms or conditions or fulfill any obligations of this Agreement constitutes a default of this Agreement. The Party will verbally notify those in charge of said facility and provide written notice to the other Party of those defaults. The Party will have thirty (30) calendar days to remedy the default. During the said thirty (30) day period, the City liaison to District and the District Superintendent or designee of Sports will cooperate to remedy the situation. If the default cannot be remedied at that time, the District Superintendent, or their designee, and the City General Manager, or their designee, will review the default to reach a compromise. If the violation is not remedied within a 30-day period after written notice, the Party may be deemed to have lost its use of the other Party's Property(ies) facility(ies). If the Party proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable, then the thirty (30) day limit may be extended by the other Party. A third party mediator (as appointed by the presiding judge of the Columbia County Circuit Court) will first attempt to remedy the decision before the Agreement will be terminated. Notwithstanding the foregoing, the owning party may immediately suspend use of a Property if immediate action is necessary to protect the health or safety of persons using the Property. The parties shall cooperate to remedy the situation promptly to the extent practicable. In no event shall either Party be liable to the other for damages, except as provided for indemnification.
9. If a condemning authority takes any parcel of the Property or a portion sufficient to render the remainder reasonably unsuitable for the use to which the using Party was then making of such parcel, this Agreement shall terminate with respect to such parcels as of the date title vests in the condemning authority. The owning Party shall be entitled to all the proceeds of the condemnation resulting from a taking of any parcel of the property or any portion thereof, but shall reimburse the using Party for that portion of the award attributable to improvements placed upon the ground by the using Party, less depreciation costs. Sale of all or part of any parcel of the Property to purchaser with the owner of eminent domain in the face of a threat or

probability of the exercise of the power shall be treated for the purposes of this section as a taking by condemnation.

10. If suit, action, or arbitration is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees.
11. The Parties will work cooperatively in coordinating programs and activities conducted on the properties so as to avoid conflicting or competing uses. Coordination meetings between the Parties' staff shall occur no less than once a month. The Parties may exchange days and times of use on a mutually agreed upon basis to accommodate the needs of the respective parties. Any change will be reviewed and acted upon by each Party's designated representative. The Parties will communicate with their boards, committees, and their patrons they serve about the implications of this Agreement in regards to their own facilities.
12. While using facilities, each Party agrees to repair or reimburse for repair, damage to the Property at the option of the owning Party, as to except ordinary wear and tear. Each Party is responsible for reporting any damage immediately (next business day) to the other party's facility staff.
13. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, City will indemnify District, its officers, officials, employees, agents, and insurers (collectively District) against any and all liability for personal injury or damage to life or property arising out of or related to the use of the District Property by City including but not limited to program participants, under this Agreement provided, however, that City will not be required to indemnify District for any such liability arising out of the negligent or wrongful acts of District, its officers, employees, or agents.
14. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, District will indemnify City, its officers, officials, employees, and agents against any and all liability for personal injury or damage to life or property arising out of or related to the use of City Property by District, including but not limited to program participants, under this Agreement provided, however, that District will not be required to indemnify City for any such liability arising out of the negligent or wrongful acts of City, its officers, employees, or agents.
15. This Agreement may be terminated by either Party and may be amended or otherwise modified only by a written instrument executed by both Parties referring to this Agreement specifically and declaring it amended, or otherwise modified. This agreement may be terminated by either Party by providing at least 180 days' written notice of termination to the other Party. This Agreement expires by its own terms and without further action of wither City or District on December 31, 2027 unless the governing bodies of both City and District (or their assigns or successors-in-interest) extend, amend, or modify the terms of this Agreement before that time in writing. If the agreement is terminated, all events scheduled with either Party at the time of termination will be preserved and allowed to take place as scheduled. It is the expectation that both Parties will review the Agreement annually to determine if the Agreement is working as intended. Identified amendments and modifications to this Agreement will be reviewed collaboratively and be acted upon by the governing bodies by July 1 of each year.

16. City and District shall in good faith cooperate with each other in connection with their respective rights and obligations of this Agreement, including but not limited to, performing any acts and executing any further documents that may be reasonably necessary to effectuate the purposes of or rights conferred under this Agreement.
17. Any notice required or permitted under this Agreement shall be given when actually delivered or when deposited in the United States mail as certified mail addressed as follows:
- To City:           City of St. Helens  
                          265 Strand Street  
                          St. Helens, OR 97051
- To District:       St. Helens School District  
                          474 North 16th Street  
                          St. Helens, OR 97051
18. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. If any provision of this Agreement or application thereof to any person or circumstances shall to any extent be deemed invalid, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforced to the fullest extent by law.
19. This Agreement may be executed and acknowledged in counterpart originals and all such counterparts shall constitute one (1) Agreement. Signature pages may be detached from the counterpart originals and attached to a single copy of this Agreement to physically form one (1) document.

THIS INTERGOVERNMENTAL AGREEMENT is entered into by the City of St. Helens pursuant to resolution of its City Council adopted \_\_\_\_\_, and by St. Helens School District pursuant to resolution of its School Board adopted 1/14/2026.



\_\_\_\_\_  
Superintendent  
St. Helens School District

Date 1/15/2026

\_\_\_\_\_  
City Administrator  
City of St. Helens

Date \_\_\_\_\_

# City of St. Helens

## PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Christine Landers, Attorney, OSB No. 923616** (“Contractor”).

### RECITALS

- A.** The City is in need of personal services for **pro tem prosecutorial services** and Contractor represents that it is qualified and prepared to provide such services.
- B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

### AGREEMENT

- 1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to **pro tem prosecutorial services**, and Contractor accepts such engagement. The principal contact for Contractor shall be Christine Landers, [clanders@orccity.org](mailto:clanders@orccity.org), (503) 806-6395.
- 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 December 31, 2026. 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 and shall not exceed \$50,000.
- 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:** Christine Landers, Attorney  
OSB No. 923616  
20361 Athens  
Oregon City, OR 97045  
(503) 806-6395  
[clanders@orcify.org](mailto:clanders@orcify.org)

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** Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which

the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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

**16.8.1** Either:

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

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

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

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

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

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

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

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

**16.13** Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans

with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**CITY:****CITY OF ST. HELENS**

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

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

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

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

**CONTRACTOR:****CHRISTINE LANDERS, ATTORNEY**

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

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

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

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

**APPROVED AS TO FORM:**

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

City Attorney



## ATTACHMENT A

### Scope of Work and Performance Expectations

For the term of this contract or otherwise provided in the contract documents, Christine Landers (Contractor) will provide criminal prosecutorial services to the City of St. Helens consisting of the following:

#### Scope of Work

- Attend and perform prosecutorial services during court sessions as mutually scheduled as legal representative of the City.
- Review assigned police reports, related documents and evidence in all cases submitted for municipal prosecution.
- Screen assigned cases and prepare all legal documents, including criminal complaints in preparation for prosecution.
- Ensure a timely response to discovery requests and requests for information.
- Draft reasoned memoranda in support of motions.
- Develop reasoned persuasive arguments and orally present same in court.
- Analyze and apply legal precedent.
- Negotiate cases on terms in the public interest.
- Prepare and present all necessary pre-trial motions and post-trial motions and other documents to ensure enforcement of court orders.
- Document billings associated with hourly rate.
- Answer case questions from client (usually from court staff and police department) and answer questions about criminal law or procedure to St. Helens Police Officers.

#### Performance Expectations not identified elsewhere in this Scope of Work

- **Attendance and dependability:** Contractor will report to court at scheduled times; will return phone calls and emails within a reasonable time; will work conscientiously, accurately, and thoroughly.
- **Proper attire:** Contractor will wear court-appropriate attire during all appearances in Municipal Court and any non-appearance work task that may take place on City of St. Helens government premises.
- **Preparation:** Will be prepared consistent with professional standards.
- **Communication:** A copy of any written professional correspondence will be kept in the Court's file or a separate binder with all professional correspondence.
- **Professional relationships:** Establish and maintain professional working relationships with defense attorneys, city employees, police department personnel, city officials and the public.
- **Confidentiality:** Maintain strict confidentiality of oral and written communications, including confidentiality of Law Enforcement Data System (LEDS) printouts.
- **Availability:** Be generally available to communicate with and answer questions of defense attorneys, city officials and employees, police department personnel, and the public, even on non-holiday workdays when Court is not in session.

## ATTACHMENT B INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2

Item #6.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (888) 925-3137 <b>FAX</b> (A/C, No, Ext): (A/C, No): <b>E-MAIL</b> <b>ADDRESS:</b>														
<b>INSURED</b> Christine Landers Law, LLC 20361 S ATHENS DR OREGON CITY OR 97045-9301	<table border="1"> <thead> <tr> <th data-bbox="760 472 1333 493">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1333 472 1529 493">NAIC#</th> </tr> </thead> <tbody> <tr> <td data-bbox="760 493 1333 525"><b>INSURER A :</b> Hartford Underwriters Insurance Company</td> <td data-bbox="1333 493 1529 525">30104</td> </tr> <tr> <td data-bbox="760 525 1333 556"><b>INSURER B :</b></td> <td data-bbox="1333 525 1529 556"></td> </tr> <tr> <td data-bbox="760 556 1333 588"><b>INSURER C :</b></td> <td data-bbox="1333 556 1529 588"></td> </tr> <tr> <td data-bbox="760 588 1333 619"><b>INSURER D :</b></td> <td data-bbox="1333 588 1529 619"></td> </tr> <tr> <td data-bbox="760 619 1333 651"><b>INSURER E :</b></td> <td data-bbox="1333 619 1529 651"></td> </tr> <tr> <td data-bbox="760 651 1333 697"><b>INSURER F :</b></td> <td data-bbox="1333 651 1529 697"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	<b>INSURER A :</b> Hartford Underwriters Insurance Company	30104	<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER C :</b>															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		76 SBU AY5XSX	06/21/2025	06/21/2026	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
	Y/N						E.L. DISEASE - POLICY LIMIT
	N/A						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

## CERTIFICATE HOLDER

## CANCELLATION

The City of St. Helen's, its council members, officers, employees and agents  
265 STRAND ST  
SAINT HELENS OR 97051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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## ATTACHMENT C

### Terms of Compensation

Christine Landers (Contractor) will provide such services as an independent contractor. Municipal Court staff will coordinate schedule with Judge and pro tem prosecutor. The pro tem prosecutor will be compensated at a rate of **\$159.96 per hour**.

Any business license requirements associated with contract's services provided specifically and limited thereof to this contract will be paid by the City.

**City of St. Helens**  
*Consent Agenda for Approval*

**OLCC LICENSES**

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

---

**2026 RENEWALS**

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<u><b>Licensee</b></u>	<u><b>Tradename</b></u>	<u><b>Location</b></u>	<u><b>Purpose</b></u>
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**2026 NEW & CHANGE IN PRIVILEGE OR OWNERSHIP**

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

<u><b>Licensee</b></u>	<u><b>Tradename</b></u>	<u><b>Location</b></u>	<u><b>Purpose</b></u>
Zhen's Family Inc	Happy Garden Chinese Restaurant	35531 Firway Ln	New License



St. Helens, OR

# Expense Approval Register

Item #8.

Packet: APPKT01465 - AP 1.16.26

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
MORE POWER TECHNOLOGY...	18012	01/15/2026	RMS MORE AWARE ESSENTI...	100-705-52115	3,239.88
JORDAN RAMIS PC ATTORNE...	243595	01/15/2026	GENERAL LEGAL	100-715-52019	7,595.00
JORDAN RAMIS PC ATTORNE...	243596	01/15/2026	AUDIT	100-707-52019	380.50
CENTRALSQUARE TECHNOL...	453944	01/15/2026	RMS	100-705-52115	3,379.30
ENTERPRISE FM TRUST	FBN5530913	01/15/2026	POLICE LEASE	100-705-52097	13,830.43
ENTERPRISE FM TRUST	FBN5530913	01/15/2026	POLICE MAINTENANCE	100-705-52098	1,550.92
PITNEY BOWES INC	0011583350	01/16/2026	POSTAGE METER	100-715-52009	114.75
STOP STICK LT	0041219-IN	01/16/2026	SUPPLIES	100-705-52001	516.00
CENTURY LINK	01.03.26 7305	01/16/2026	TAXES FEES AND SURCHARG...	100-712-52010	351.66
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-1101	100-712-52010	36.65
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-1103	100-712-52010	33.00
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-1257	100-712-52010	36.65
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-2856	100-712-52010	79.29
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-3448	100-712-52010	55.70
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-3363	100-712-52010	33.00
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-0422	100-712-52010	36.65
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-0619	100-712-52010	33.00
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-1426	100-712-52010	36.65
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-3029	100-712-52010	33.00
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-8200	100-712-52010	74.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-3195	100-712-52010	33.00
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-4016	100-712-52010	59.76
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-7932	100-712-52010	33.00
CENTURY LINK	01.06.25 99231	01/16/2026	333899231	100-712-52010	42.33
COLUMBIA COUNTY TREASU...	01.14.25	01/16/2026	COUNTY ASSESSMENT	100-000-20900	241.86
COLUMBIA COUNTY TREASU...	01.14.25	01/16/2026	CITY COURT COSTS DEDUCT...	100-000-36002	-24.19
OREGON DEPARTMENT OF R...	01.14.26	01/16/2026	STATE VIOLATION	100-000-20800	570.00
OREGON DEPARTMENT OF R...	01.14.26	01/16/2026	STATE MISD	100-000-20800	165.00
OREGON DEPARTMENT OF R...	01.14.26	01/16/2026	STATE	100-000-20800	90.00
OREGON DEPARTMENT OF R...	01.14.26	01/16/2026	STATE DUII DIVERSION	100-000-20800	1,030.00
TYLER TECHNOLOGIES INC	025-539774	01/16/2026	UB NOTIFICATION CALLS	100-707-52019	15.30
CARDINAL SERVICES INC	034576	01/16/2026	TEMPORARY EMPLOYMENT	100-705-52023	279.30
CARDINAL SERVICES INC	034576	01/16/2026	TEMPORARY EMPLOYMENT	100-706-52023	360.75
CARDINAL SERVICES INC	034576	01/16/2026	TEMPORARY EMPLOYMENT	100-708-52023	46.55
CARDINAL SERVICES INC	034576	01/16/2026	TEMPORARY EMPLOYMENT	100-715-52023	476.00
CARDINAL SERVICES INC	034917	01/16/2026	TEMPORARY EMPLOYMENT	100-705-52023	325.85
CARDINAL SERVICES INC	034917	01/16/2026	TEMPORARY EMPLOYMENT	100-706-52023	372.40
CARDINAL SERVICES INC	034917	01/16/2026	TEMPORARY EMPLOYMENT	100-708-52023	46.55
CARDINAL SERVICES INC	034917	01/16/2026	TEMPORARY EMPLOYMENT	100-709-52023	139.65
CARDINAL SERVICES INC	034959	01/16/2026	TEMPORARY EMPLOYMENT	100-715-52023	476.00
CARDINAL SERVICES INC	035236	01/16/2026	TEMPORARY EMPLOYMENT	100-705-52023	325.85
CARDINAL SERVICES INC	035236	01/16/2026	TEMPORARY EMPLOYMENT	100-706-52023	488.78
CARDINAL SERVICES INC	035236	01/16/2026	TEMPORARY EMPLOYMENT	100-708-52023	46.55
CARDINAL SERVICES INC	035236	01/16/2026	TEMPORARY EMPLOYMENT	100-709-52023	128.01
CARDINAL SERVICES INC	035236	01/16/2026	TEMPORARY EMPLOYMENT	100-715-52023	476.00
PORTLAND GENERAL ELECTR...	12.04.25-01.06.26	01/16/2026	0153585940 1820 OLD PORT...	100-705-52003	531.20
DRAKES TOWING AND RECO...	12.31.25	01/16/2026	2020 Dodge Durango ****61...	100-705-52001	156.00
LINGUAVA INTERPRETERS INC	127141	01/16/2026	COURT INTERPRETERS	100-704-52019	25.06
CC RIDER COLUMBIA COUNT...	16-4259	01/16/2026	DECEMBER 2025 VOUCHER	100-705-52001	3.00
LAWRENCE COMPANY	17327	01/16/2026	UNEMPLOYMENT SERVICES	100-707-52019	100.00
SIERRA SPRINGS	21814586 010326	01/16/2026	WATER BOTTLED COURT / UB..	100-715-52001	46.97
JORDAN RAMIS PC ATTORNE...	243599	01/16/2026	PUBLIC RECORDS	100-715-52019	195.00
JORDAN RAMIS PC ATTORNE...	243601	01/16/2026	TOSCHI LITIGATION	100-715-52019	10,095.00

## Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JORDAN RAMIS PC ATTORNE...	243602	01/16/2026	MYRICK LITIGATION	100-715-52019	6,229.50
CDR LABOR LAW LLC	3872	01/16/2026	CUTRIGHT ARBITRATION	100-705-52019	510.00
CDR LABOR LAW LLC	3872	01/16/2026	STHP BARGAINING	100-705-52019	85.00
CDR LABOR LAW LLC	3872	01/16/2026	CITY OF ST HELENS GENERAL ...	100-715-52019	6,306.29
FELTONS HEATING & COOLI...	54803	01/16/2026	HEATING REPAIR STPD	100-705-52023	599.99
VERIZON	6132357220	01/16/2026	CELL SERVICE ACCT 2420601...	100-712-52010	170.46
STAPLES BUSINESS CREDIT	7008139518	01/16/2026	OFFICE SUPPLES	100-704-52001	66.56
STAPLES BUSINESS CREDIT	7008139518	01/16/2026	OFFICE SUPPLES	100-707-52001	73.03
STAPLES BUSINESS CREDIT	7008139518	01/16/2026	OFFICE SUPPLES	100-715-52001	1,006.08
LOCAL GOVERNMENT LAW ...	73485	01/16/2026	LEGAL REPRESENTATION HA...	100-704-52019	1,703.00
SHRED-IT C/O STERICYCLE INC	8013032987	01/16/2026	POLICE SHRED SERVICE	100-705-52001	150.79
SHRED-IT C/O STERICYCLE INC	8013032987	01/16/2026	CITY HALL SHRED SERVICE	100-715-52001	214.68
TROTTER & MORTON FACILI...	84039	01/16/2026	C11165 HVAC POLICE	100-705-52023	1,194.55
TROTTER & MORTON FACILI...	84055	01/16/2026	G10115 LIBRARY HVAC	100-706-52023	2,542.65
GOVERNMENT ETHICS COM...	AIE22533	01/16/2026	FY25-26 ANNUAL BILLING	100-703-52018	1,684.40
ENTERPRISE FM TRUST	FBN5540182	01/16/2026	596107 BUILDING	100-711-52097	366.03
ENTERPRISE FM TRUST	FBN5540213	01/16/2026	PARKS & REC FLEET	100-709-52097	31.00
ENTERPRISE FM TRUST	FBN5540215	01/16/2026	PLANNING FLEET	100-710-52097	415.97
METRO PRESORT	IN683662	01/16/2026	UB BILL PRINTING -POSTAGE	100-707-52009	2,985.79
METRO PRESORT	IN683662	01/16/2026	UB BILL PRINTING	100-707-52019	854.98
L.N CURTIS AND SONS	INV1024879	01/16/2026	POLICE UNIFORMS	100-705-52002	234.89
L.N CURTIS AND SONS	INV1027045	01/16/2026	POLICE UNIFORMS	100-705-52002	62.12
L.N CURTIS AND SONS	INV1027857	01/16/2026	POLICE UNIFORMS	100-705-52002	19.00
L.N CURTIS AND SONS	INV1028036	01/16/2026	POLICE UNIFORMS	100-705-52002	21.00
L.N CURTIS AND SONS	INV1028381	01/16/2026	POLICE UNIFORMS	100-705-52002	274.50
L.N CURTIS AND SONS	INV1028508	01/16/2026	POLICE UNIFORMS	100-705-52002	54.35
L.N CURTIS AND SONS	INV1028557	01/16/2026	POLICE UNIFORMS	100-705-52002	20.50
AT&T MOBILITY LLC	UHN122025	01/16/2026	SIM CARDS	100-705-52010	252.27
<b>Fund 100 - GENERAL FUND Total:</b>					<b>76,972.44</b>
<b>Fund: 201 - VISITOR TOURISM</b>					
JORDAN RAMIS PC ATTORNE...	243595	01/15/2026	GENERAL LEGAL	201-000-52019	284.00
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>284.00</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
PORTLAND GENERAL ELECTR...	12.04.25-01.06.26	01/16/2026	8863163302 1300 KASTER RD	202-722-52003	50.03
PORTLAND GENERAL ELECTR...	12.04.25-01.06.26	01/16/2026	1650931000 1300 KASTER RD	202-722-52003	50.03
PORTLAND GENERAL ELECTR...	12.04.25-01.06.26	01/16/2026	1277060585 1300 KASTER RD	202-722-52003	183.70
JORDAN RAMIS PC ATTORNE...	243460	01/16/2026	PROJECT ARCADIA SALE	202-722-52019	32,445.00
BRIDGE TOWER OPCO LLC	745836426	01/16/2026	DAILY JOURNAL OF COM BID...	202-723-52019	702.18
MOORE EXCAVATION INC	R-685 PAYMENT #18	01/16/2026	S 1ST & ST HELENS INTERSEC...	202-723-53102	9,771.30
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>43,202.24</b>
<b>Fund: 203 - COMMUNITY ENHANCEMENT</b>					
CARDINAL SERVICES INC	034576	01/16/2026	TEMPORARY EMPLOYMENT	203-709-52140	1,518.16
CARDINAL SERVICES INC	034917	01/16/2026	TEMPORARY EMPLOYMENT	203-709-52140	2,389.70
CARDINAL SERVICES INC	035236	01/16/2026	TEMPORARY EMPLOYMENT	203-709-52140	5,224.20
TROTTER & MORTON FACILI...	84055	01/16/2026	G10115 LIBRARY HVAC	203-706-53013	1,695.10
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>10,827.16</b>
<b>Fund: 205 - STREETS</b>					
PORTLAND GENERAL ELECTR...	12.04.25-01.06.26	01/16/2026	4854421000 STREET LIGHTI...	205-000-52003	62.92
LAKESIDE INDUSTRIES INC	347743	01/16/2026	EZ STREET ASPHALT	205-000-52001	1,654.85
<b>Fund 205 - STREETS Total:</b>					<b>1,717.77</b>
<b>Fund: 302 - WATER SDC</b>					
KELLER ASSOCIATES, INC	0254239	01/16/2026	ST HELENS RESERVOIR SITING..	302-000-53310	110,369.00
<b>Fund 302 - WATER SDC Total:</b>					<b>110,369.00</b>
<b>Fund: 601 - WATER</b>					
AIRGAS INC	5521901151	01/15/2026	CYLINDER RENTAL	601-731-52001	414.80
KELLER ASSOCIATES, INC	0254239	01/16/2026	RESERVOIR SITING STUDY P...	601-000-53310	47,301.00
CORRECT EQUIPMENT	INV60035	01/16/2026	FREIGHT	601-731-53314	37.28

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CORE & MAIN	Y307123	01/16/2026	MATERIALS	601-731-52001	1,458.36
				<b>Fund 601 - WATER Total:</b>	<b>49,211.44</b>
<b>Fund: 603 - SEWER</b>					
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-3021	603-736-52010	18.32
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-3024	603-736-52010	18.32
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-1102	603-736-52010	18.32
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-3027	603-736-52010	18.33
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-1272	603-736-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-3997	603-736-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-6997	603-736-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-3644	603-736-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-3351	603-736-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-3357	603-736-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-7757	603-736-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-3232	603-736-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-3351	603-737-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-3997	603-737-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-1272	603-737-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-3232	603-737-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-3357	603-737-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-7757	603-737-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-3027	603-737-52010	18.32
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-6997	603-737-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-3024	603-737-52010	18.33
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-3021	603-737-52010	18.33
CENTURY LINK	01.03.26 7305	01/16/2026	503-397-3644	603-737-52010	16.50
CENTURY LINK	01.03.26 7305	01/16/2026	503-366-1102	603-737-52010	18.33
CARDINAL SERVICES INC	034576	01/16/2026	TEMPORARY EMPLOYMENT	603-736-52023	34.91
CARDINAL SERVICES INC	034576	01/16/2026	TEMPORARY EMPLOYMENT	603-737-52023	34.93
CARDINAL SERVICES INC	035236	01/16/2026	TEMPORARY EMPLOYMENT	603-736-52023	34.91
CARDINAL SERVICES INC	035236	01/16/2026	TEMPORARY EMPLOYMENT	603-737-52023	34.92
HASA	1087562	01/16/2026	MULTI CHLOR	603-736-52083	9,967.64
CONSOR NORTH AMERICA I...	W233257OR.00-21	01/16/2026	WASTEWATER COLLECTION ...	603-000-53033	23,842.76
				<b>Fund 603 - SEWER Total:</b>	<b>34,360.67</b>
<b>Fund: 605 - STORM</b>					
GENERAL EQUIPMENT COM...	96062	01/16/2026	WHEELS	605-000-52001	1,891.41
				<b>Fund 605 - STORM Total:</b>	<b>1,891.41</b>
<b>Fund: 703 - PW OPERATIONS</b>					
APWA MEMBERSHIP	000916160	01/16/2026	PUBLIC AGENCY MEMBERSHI...	703-734-52028	844.00
CARDINAL SERVICES INC	034917	01/16/2026	TEMPORARY EMPLOYMENT	703-739-52019	577.50
CARDINAL SERVICES INC	035236	01/16/2026	TEMPORARY EMPLOYMENT	703-739-52019	854.70
JORDAN RAMIS PC ATTORNE...	243598	01/16/2026	PUBLIC WORKS ENGINEERING	703-733-52019	805.00
TROTTER & MORTON FACILI...	84012	01/16/2026	C10245	703-734-52023	312.00
ENTERPRISE FM TRUST	FBN5530702	01/16/2026	ENTERPRISE FLEET LEASE & ...	703-734-52097	936.89
ENTERPRISE FM TRUST	FBN5540175	01/16/2026	ENGINEERING FLEET 619034	703-733-52097	69.75
				<b>Fund 703 - PW OPERATIONS Total:</b>	<b>4,399.84</b>
<b>Fund: 706 - PUBLIC SAFETY</b>					
MACKENZIE	1096459	01/16/2026	ST. HELENS PUBLIC SAFETY B...	706-000-52019	19,303.55
				<b>Fund 706 - PUBLIC SAFETY Total:</b>	<b>19,303.55</b>
				<b>Grand Total:</b>	<b>352,539.52</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	76,972.44
201 - VISITOR TOURISM	284.00
202 - COMMUNITY DEVELOPMENT	43,202.24
203 - COMMUNITY ENHANCEMENT	10,827.16
205 - STREETS	1,717.77
302 - WATER SDC	110,369.00
601 - WATER	49,211.44
603 - SEWER	34,360.67
605 - STORM	1,891.41
703 - PW OPERATIONS	4,399.84
706 - PUBLIC SAFETY	19,303.55
<b>Grand Total:</b>	<b>352,539.52</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-20800	Court - State Assessment	1,855.00
100-000-20900	Court - County Assessm...	241.86
100-000-36002	Fines - Court	-24.19
100-703-52018	Professional Developme...	1,684.40
100-704-52001	Operating Supplies	66.56
100-704-52019	Professional Services	1,728.06
100-705-52001	Operating Supplies	825.79
100-705-52002	Personnel Uniforms Equ...	686.36
100-705-52003	Utilities	531.20
100-705-52010	Telephone	252.27
100-705-52019	Professional Services	595.00
100-705-52023	Facility Maintenance	2,725.54
100-705-52097	Enterprise Fleet	13,830.43
100-705-52098	Enterprise Fleet Mainte...	1,550.92
100-705-52115	REPORT WRITING	6,619.18
100-706-52023	Facility Maintenance	3,764.58
100-707-52001	Operating Supplies	73.03
100-707-52009	Postage	2,985.79
100-707-52019	Professional Services	1,350.78
100-708-52023	Facility Maintenance	139.65
100-709-52023	Facility Maintenance	267.66
100-709-52097	Enterprise Fleet	31.00
100-710-52097	Enterprise Fleet	415.97
100-711-52097	Enterprise Fleet	366.03
100-712-52010	Telephone	1,178.30
100-715-52001	Operating Supplies	1,267.73
100-715-52009	Postage	114.75
100-715-52019	Professional Services	30,420.79
100-715-52023	Facility Maintenance	1,428.00
201-000-52019	Professional Services	284.00
202-722-52003	Utilities	283.76
202-722-52019	Professional Services	32,445.00
202-723-52019	Professional Services	702.18
202-723-53102	Downtown Infrastructure	9,771.30
203-706-53013	Library Facility Improve...	1,695.10
203-709-52140	Contract Programs	9,132.06
205-000-52001	Operating Supplies	1,654.85
205-000-52003	Utilities	62.92
302-000-53310	Reservoir Siting Study	110,369.00
601-000-53310	Reservoir Siting Study	47,301.00
601-731-52001	Operating Supplies	1,873.16
601-731-53314	WATER METERS	37.28
603-000-53033	Sewer Capacity - Design	23,842.76
603-736-52010	Telephone	205.29

**Account Summary**

Account Number	Account Name	Expense Amount
603-736-52023	Facility Maintenance	69.82
603-736-52083	Chemicals	9,967.64
603-737-52010	Telephone	205.31
603-737-52023	Facility Maintenance	69.85
605-000-52001	Operating Supplies	1,891.41
703-733-52019	Professional Services	805.00
703-733-52097	Enterprise Fleet	69.75
703-734-52023	Facility Maintenance	312.00
703-734-52028	Projects & Programs	844.00
703-734-52097	Enterprise Fleet	936.89
703-739-52019	Professional Services	1,432.20
706-000-52019	Professional Services	19,303.55
	<b>Grand Total:</b>	<b>352,539.52</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	352,539.52
<b>Grand Total:</b>	<b>352,539.52</b>





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# Expense Approval Register

Packet: APPKT01467 - Wauna AP 1.16.26

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 201 - VISITOR TOURISM					
TREADWAY EVENTS & ENTER...	2119	01/16/2026	ST HELENS TOURISM EVENT ...	201-000-52028	2,870.30
Fund 201 - VISITOR TOURISM Total:					2,870.30
Grand Total:					2,870.30

Fund Summary

Fund	Expense Amount
201 - VISITOR TOURISM	2,870.30
Grand Total:	2,870.30

Account Summary

Account Number	Account Name	Expense Amount
201-000-52028	Projects & Programs	2,870.30
Grand Total:		2,870.30

Project Account Summary

Project Account Key	Expense Amount
**None**	2,870.30
Grand Total:	2,870.30



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Packet: APPKT01468 - AP Recreation

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
ENTERPRISE FM TRUST	PURCHASE 234CL3	01/16/2026	BILL OF SALE 2019 FORD TR...	100-709-52097	401.00
Fund 100 - GENERAL FUND Total:					401.00
Grand Total:					401.00

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	401.00
Grand Total:	401.00

Account Summary

Account Number	Account Name	Expense Amount
100-709-52097	Enterprise Fleet	401.00
Grand Total:		401.00

Project Account Summary

Project Account Key	Expense Amount
**None**	401.00
Grand Total:	401.00