



# COUNCIL REGULAR SESSION

Wednesday, April 06, 2022 at 7:00 PM

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## COUNCIL MEMBERS:

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

## LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)  
Website | [www.sthelensoregon.gov](http://www.sthelensoregon.gov)  
Email | [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)  
Phone | 503-397-6272  
Fax | 503-397-4016

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## AGENDA

### CALL REGULAR SESSION TO ORDER

### PLEDGE OF ALLEGIANCE

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

### ANNOUNCE & AWARD PRIZES TO "IF I WERE MAYOR..." STUDENT CONTEST WINNERS

### DELIBERATIONS

1. Planned Development (Zoning Overlay) at the current northern termini of N. 8th and 9th Streets lying north of Deer Island Road (North 8th Street LLC - Shawn Clark)

### APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- [2.](#) Second Amendment to Agreement with Otak for S. 1st and Strand Streets Road and Utility Extensions Project
- [3.](#) Revocable License Agreement with Soltronox LLC for ATM Located on City Property at 277 Strand Street
- [4.](#) Intergovernmental Agreement to Transfer Tax Increment Revenues of the St. Helens Urban Renewal Area to the City of St. Helens to Pay a Special Public Works Fund Loan
- [5.](#) Amendment No. 1 to IGA with State of Oregon for Disposal of Surplus Vehicles, Heavy Equipment, Titled Trailers, & Watercraft
- [6.](#) Agreement with Western Display Fireworks for 4th of July Fireworks

### CONSENT AGENDA FOR ACCEPTANCE

- [7.](#) Parks & Trails Commission Minutes dated January 10, 2022
- [8.](#) Parks & Recreation Commission Minutes dated February 7, 2022

### CONSENT AGENDA FOR APPROVAL

- [9.](#) South County Leadership Collaborative Special Session Minutes dated March 3, 2022
- [10.](#) OLCC Licenses
- [11.](#) Accounts Payable Bill Lists

### WORK SESSION ACTION ITEMS

**COUNCIL MEMBER REPORTS**

**MAYOR SCHOLL REPORTS**

**OTHER BUSINESS**

**ADJOURN**

**VIRTUAL MEETING DETAILS**

Join: <https://us02web.zoom.us/j/87411281794?pwd=TIFhN0RTRkxST0lHUHd6OU45UVY5QT09>

Meeting ID: 874 1128 1794

Passcode: 874269

Dial: 669-900-9128

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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.

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

This agreement is entered into this \_\_\_\_\_ day of April 2022, by and between the City, (hereinafter "City"), and Otak, Inc. (hereinafter "Contractor").

**RECITALS**

- A. City and Contractor entered into a Personal Service Agreement on March 8, 2021, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. The City has determined that additional Scope of Work is necessary to complete the design of for revisions of the pump station and intersections for the project.
- C. The Contractor has provided a revised Scope of Work, Work Order No. 2, which has been reviewed and accepted by the City's Technical Advisory Committee.

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

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Additional compensation for Work Order No. 2 shall be a not to exceed amount of \$107,545.20.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this \_\_\_\_\_ day of April 2022.

**Contractor**

**City**

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

\_\_\_\_\_  
Rick Scholl, Mayor  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Kathy Payne, City Recorder

# City of St. Helens

## S. 1<sup>st</sup> and Strand Streets, Road and Utility Extensions Design, Construction, and Permit Documents

### Scope of Work Work Order No. 2

March 8, 2022

## Project Understanding

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

**S. 1<sup>ST</sup> STREET** is proposed to extend from Cowlitz Street south to Plymouth Street. This street extension will include multiple mid-block crossings to allow for pedestrian and bicycle crossings that provide access to the river and future property development. The street section proposes two narrow shared travel lanes that allow for bike traffic and minimize the pedestrian street crossing length at designated crossings. The coordinated location of the street crossings with adjacent future development parcels provide the opportunity to maintain view corridors to the river, as well as enhanced multimodal connections between the proposed Riverwalk trail, S. 1<sup>st</sup> Street, and connections to the west (Tualatin St stairway, Nob Hill Nature Park, Plymouth Street).

**STRAND STREET** is proposed to extend south and west from Columbia View Park to intersect S. 1<sup>st</sup> Street opposite the Tualatin pedestrian stairway. The extension will begin about 180 feet south of the Cowlitz Street Intersection. In accordance with previous community input, the design of the Strand Street extension should include ample parking and maintain view access to the river, so there is a great opportunity to integrate the streetscape design into the Riverwalk design (wider sidewalks, head-in-parking, connections to Riverwalk trail, overlook/nodes, etc.). Strand Street is targeted to be a festival street with a gateway or special streetscape treatment at the intersection of 1<sup>st</sup> and Strand to highlight an arrival to the riverfront. *Work Order No. 1 (WO1) will amend the original contract to include a subset of plans that incorporates the design of the Strand Street reconstruction between Cowlitz and the Courthouse as well as the extension of Cowlitz east of Strand to a turnaround/dropoff terminus.*

**INTERSECTION IMPROVEMENTS** at the existing Cowlitz/S. 1<sup>st</sup> and Cowlitz/Strand intersections will be completed in accordance with previous design approach/parameters of the S. 1<sup>st</sup>/St. Helens intersection (design completed by others). The streetscape design elements incorporated into the S. 1<sup>st</sup> and Strand project will be added to the existing S. 1<sup>st</sup>/St Helens intersection design (by others) to maintain consistency within the River District. The S. 1<sup>st</sup> and Strand Street intersection will be designed as a new intersection with consistent design and streetscape elements to the existing intersections. *As amended with WO1, S. 1<sup>st</sup>/Street A, Strand/Street A intersections have been added and will be completed in accordance with previous design approach/parameters of S. 1<sup>st</sup>/St. Helens. As amended with WO2, S. 1<sup>st</sup> Street/Cowlitz Street is being modified to be a concrete intersection. Furnishings at 1<sup>st</sup> Street/Tualatin Street are being revised per 90% comments.*



**NEW UTILITY EXTENSIONS** and the relocation of the existing sanitary sewer lift station on the Veneer Property will support new development and improve the existing City systems (looping of water, alleviating sewer capacity issues). Utility infrastructure and stormwater management should be designed in accordance with City Master Plan documents and provide coordinated stubs and services (including franchise utilities) to future development parcels, providing flexibility for different configurations and development patterns for the area. Stormwater management will include the exploration of low impact development options. A challenge for drainage will be maintaining adequate depth and conveyance to utilize the existing stormwater outfalls to the Columbia River. **As amended with WO2, pump station site is being revised to include a custom building that will house the generator and allow for removal of the security fence. Continuation of waterline extension along Strand Street has been added to this project.**

*Design Team: Roles and Responsibilities*

Firm/Lead	Responsibilities
Otak, Inc. / Mike Peebles, PE; Keith Buisman, PE; Rose Horton, PE; Li Alligood, AICP; Jon Yamashita, PLS; Sue Tsoi, PLS	Project Management, Civil/Roadway Design and Utility Coordination, Stormwater Management, Survey, Urban Planning and Design, Development Planning, Cost Estimating, Construction Management
Mayer-Reed / Jeramie Shane, Shannon Simms	Landscape Architecture, Urban Design, Wayfinding
GeoDesign, Inc. / Krey Younger, Colby Hunt, Shawn Dimke	Geotechnical Engineering and Environmental Consulting
Leeway Engineering Solutions / Robert Lee Grayling / Kyle Thompson	Sanitary / Water Design, Lift Station Relocation
DKS Associates / Steve Boice, Kevin Chewuk	Traffic Engineering, Street & Pedestrian Illumination, Signing / Striping, Multimodal Safety Design

## Task 1 – Project Management

The Design Team will plan, manage, and execute the tasks described herein in accordance with the schedule, budget, and quality expectations that are established. This task is for overall Project Management by Otak in managing the Design Team and City management staff. Design team meetings and project task management performed by the design team members are included in the design tasks.

For the purposes of defining the scope of this task, the duration of the project design effort is assumed to be through Task 6 – Permitting Coordination/Support with a total duration of **sixty-one (61) weeks, from March 2021 through May 2022**. Additional Project Management scope will be provided when the remaining Tasks 7 and 8 are negotiated in the future. **(Duration amended with WO2.)**

This project management task includes the following work activities to performed by Otak.

### Task 1.1: Project Management and Administration

The following items are included:

- Provide the management, and coordination to the Design Team and City management staff.
- Track consultant contract costs and budgets on a monthly basis. Prepare monthly invoices and summary reports, up to fifteen (15) invoices are included. **(Amended with WO2 to include five additional monthly invoices.)**
- Prepare and administer sub-consultant contracts.
- Maintain the document files.

### Task 1.2: Project Coordination, Meetings, and Schedule

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

1. Project Kickoff Meeting - A meeting will be held with the key members of the consulting team and the City to start the project. The following information will be reviewed during the meeting:
  - Project schedule
  - Project roles and lines of communication, including a team member contact list
  - Project scope
  - Project deliverable requirements
  - Project stakeholders
  - Project constraints
  - Existing project data
  - Design criteria
2. Project Design Review Meetings (Alignment Alternatives, Preliminary Design (30%), Final Design (90%), Final PS&E (100%)) – A meeting will be held with key members of the consulting team and the City to review and coordinate the design. Assumes four (4) three-hour meetings attended by the Project Manager and Project Coordinator. Prepare meeting agendas and summaries for the Project Team meetings.
3. City Council Meeting – Key staff will prepare for attend one (1) City Council meeting / worksession to present the recommendation from the staff advisory committee and a clear list of pros and cons for the two options.
4. **City Council Meeting – Key staff will prepare for and attend one (1) City Council meeting to present the project in its current status. (Amended with WO2)**
5. Bi-Weekly Project Design Meetings – These meetings will be used to resolve issues and establish key action item through the design process. Assumes up to **twenty-five (25)** one-hour bi-weekly meetings with key design staff. **(Amended with WO2 to include three additional meetings.)**
6. Attend design coordination meetings with agencies external to the Project Team, such as franchise utility providers, adjacent property owners/developers, etc. This task assumes four (4) one-hour meetings attended by the Project Manager and Project Coordinator.
7. Prepare a project activity schedule for presentation to the City. The schedule will show appropriate milestones for the project including intermediate and final submittal dates for design documents and key decision points. Revise the project schedule to reflect major changes in the project schedule. **Three (3) revisions to the project schedule are included. (Amended with WO2 to include an additional update.)**
8. Maintain an on-going project log with meeting minutes, project design decisions, and key communications with team.

#### Assumptions:

- Meetings to be held virtually via MS Teams through **May 15, 2022. (Amended with WO2)**

#### Deliverables:

- Meeting Notes from Kickoff and Project Design Review Meetings within one week after the meeting.
- Draft schedule to be presented at Kickoff Meeting.
- Baseline Project Schedule within one week of receipt of comments to the draft schedule. Two (2) Schedule Revisions, as coordinated with City.
- Monthly Invoices and Monthly Summary Reports by the end of the month following the completion of services.
- On-going Project Log.

## Task 5 –Road and Utility Extension: Final Design (90% and Final PS&E)

The purpose of this task is to advance the preliminary design into 90% and final design documents that can go to bid advertisement. Street plans will incorporate a final design level of detail for streetscape,

stormwater collection and management, utility information, street cross sections, illumination and signing/stripping plans, street landscape and ADA grading. Included with this work effort will be the proposed lift station design documents. This task is amended with WO1 to incorporate the Strand Street reconstruction between Cowlitz and the Courthouse, the extension of Cowlitz east of Strand to a turnaround/dropoff terminus, and the new construction of Street A.

### **Task: 5.1 90% and Final PS&E**

#### Civil Roadway and Utility Coordination (Otak)

- Refine roadway alignment and grade and stormwater management based on the 30% review comments.
- Refine design for the *five* intersection improvements (S. 1<sup>st</sup>/Cowlitz, Cowlitz/Strand, S. 1<sup>st</sup>/Strand, S. 1<sup>st</sup>/Street A, Strand/Street A) and existing S. 1<sup>st</sup> Street Improvement south of Cowlitz intersection. *(Amended with WO1 to include two additional intersections.)*
- Provide recommendations to City for changes to previously completed S. 1<sup>st</sup>/St Helens intersection design to incorporate streetscape elements from S. 1<sup>st</sup> Street and Strand Street roadway extension project to maintain consistency in the River District.
- Determine sheet layout, title block, and sheet numbering scheme and coordinate with Design team for entire plan set. Obtain City concurrence prior to producing sheets.
- Prepare final typical section plan sheets (3), including typical on-street parking sections.
- Develop roadway and storm conveyance plan and profile sheets (10). *(Amended with WO1 to include three additional plan and profile sheets.)*
- Develop intersection grid details to show surface elevation information for intersections without a pavement standard cross slope. Details are assumed to be needed for existing S. 1<sup>st</sup>/Cowlitz and Cowlitz/Strand intersections and at the new S 1<sup>st</sup>/Strand, *Strand/Street A, and S 1<sup>st</sup>/Street A intersections (5). (Amended with WO1 to include two additional intersections.)*
- Prepare final sheets for overall plan set and general roadway improvements including a title sheet (1), index sheet (1), general notes (1), existing conditions (3), curb returns/ADA ramps (12), and mid-block crossings (2), standard roadway details (3), storm details (3). *(Amended with WO1 to include four additional sheets for curb returns/ADA ramps.)*
- Prepare final sheets for stormwater improvements including plan/profile to outfall (2), standard storm details (3), stormwater treatment/LIDA details (2).
- Prepare Erosion and Sediment Control Plans for limits of project in accordance with DEQ 1200-C permit requirements. Assumes: Cover sheet (1), ESC Plans for three stages of construction (clearing/demo, grading, street/utility) (9), and ESC Details (3).
- Prepare final survey monumentation sheets (2).
- Coordinate with franchise utility providers (power, gas, telephone, fiber, communications) to incorporate design into roadway plans. Show proposed vaults and conduit runs as reference on roadway plan set, but franchise utility providers to provide their final design on separate documents.
  - Prepare final sheet(s) of composite utility plan showing where all utilities will be shown at a scale no smaller than 1"=60' without notes, profiles, etc.
- Prepare the special provisions of the project specifications related to roadway and storm drain improvements at 90% and Final PS&E submittal.
- Prepare cost estimate at 60% (AACE Class 2 level) for roadway and storm drainage improvements. *(Amended with WO1 to include additional cost estimate.)*
- Prepare cost estimate at 90% and Final PS&E (AACE Class 2 level) for roadway and storm drainage improvements.
- Prepare bid schedule for roadway and storm drainage improvements at 90% and Final PS&E.
- Assemble final special revisions, cost estimate, and bid schedule for entire project at 90% and Final PS&E from submitted documents from design team members. The professional of record will seal the applicable section of the special provisions for the Final PS&E submittal.
- Submit 90% PS&E to City for review and comment. Develop a comment log for design team to track revisions/responses in advancing plans to Final PS&E.
- **WO#2 Amendments:**
  - **Prepare for one (1) City Council meeting, including:**
    - **Prepare up to six (6) illustrative graphics of the streetscape components of the project.**

#### Utility Design (Leeway Engineering)

Sanitary sewer and water utility construction documents will be developed. Subtask activities will include:

- Coordination with Otak regarding cover sheet and other general sheets, traffic control plans, bidding documents, and front-end documents.
- Development of combined water and gravity sanitary sewer plan and profile drawings, including Tualatin Street waterline connection. (8 sheets)
- Development of force main plan and profile drawings. (6 sheets)
- Markups to the project Erosion and Sediment Control drawing(s), as developed by Otak.
- Design of force main connection to WWTP headworks or influent tunnel manhole.
- Development of horizontal utility decommissioning drawings. (1 sheet plus 1 detail sheet)
- Drafting of special provisions related to water and sewer. (6 sections)
- Coordination with Otak and City regarding future extension and connection locations.
- Development of Comment Log.
- Preparation for and participation in a 90% design initiation meeting, 90% design review meeting, and a Final Design handoff meeting.
- Development of utility-specific bid schedule for incorporation into Bid Documents.
- Development of 90% and Final AACE Level 2 cost estimates.
- Review and incorporation of review comments as received from the City, Design Team, and DEQ.
- Quality control reviews.
- **Revise water plan sheets to add connection on Strand Street between Street A and Cowlitz. (Added with WO2.)**
- **Revisions to the sanitary and force main sheets to coordinate with revisions to the pump station plan. (Added with WO2.)**
- **Revise water plan sheets to remove fire hydrants outside of the limits of the base bid. (Added with WO2.)**

#### Multimodal Transportation / Illumination (DKS)

- Update design elements for illumination, signing, and striping to reflect review comments and changes from the Preliminary design review and bring the design level to 90% and Final PS&E suitable for advertisement and bidding. The following plan sheets will be prepared:
  - Illumination legend (1)
  - Illumination plans (8) (1:40 scale) *(Amended with WO1 to include two additional plans.)*
  - Illumination details (2)
  - Signing/Striping Legend (1)
  - Signing/Striping Plans (8) (1:40 scale) *(Amended with WO1 to include two additional plans.)*
  - Sign installation details (2)

#### Landscape Architecture (Mayer-Reed)

- Develop streetscape Plans and Details for:
  - Sidewalk paving patterns and materials
  - Furnishing zone treatments and amenities
  - Street tree layout and species
  - Landscape planting design and irrigation
- Develop Plans and Details for Stormwater planting design.
- Develop Pedestrian Site Plans and Details for Cowlitz Extension. (Amended with WO1.)
  - Coordinate with Civil team on final vehicular circulation concepts.
  - Develop final pedestrian and landscape improvements including:
    - *Pathways and Pedestrian site materials and layout, grading, amenities.*
    - *Landscape planting and irrigation.*
  - Develop Gateway design and details.
  - Coordinate with lighting and other disciplines as needed
- **WO#2 Amendments:**
  - **Prepare for and attend one (1) City Council meeting, including:**
    - **Prepare up to nine (9) illustrative graphics of the streetscape components of the project.**
    - **Attend council meeting prep session with city staff.**
    - **Attend and co-present at the City Council meeting.**
  - **Prepare for and attend two (2) Project Design meetings.**

- **Design revisions per 90% comments, including:**
  - **Revisions to planting and irrigation design around revised pump station.**
  - **Revisions to paving and furnishings at Tualatin & 1st Street.**
  - **Paving patterns and material layout at Cowlitz & 1st Street intersection.**
  - **Coordinating on lighting fixture selection for Bluff Trail.**
  - **Additional fall protection / guardrail design and detailing required by project grading changes at Columbia View Park.**

#### **Deliverables:**

- 90% and Final PS&E submittals shall each include:
  - Stamped plan sheets electronic. (Adobe PDF)
  - Bid sheet. (in MS Excel format and PDF)
  - Engineer's construction cost estimates. (In MS Excel format and PDF)
  - Project Special Provisions and technical specifications. (in MS Word format and PDF format)

#### **Task: 5.3 Lift Station Design Documents (Leeway Engineering and Grayling)**

Lift station construction documents will be developed to the 90% and Final design levels. Subtask activities will include:

- Development of Comment Log.
- Preparation for and participation in a midpoint 90% design workshop (approximately 60% completion) with City engineering and operations staff to review selection of lift station mechanical equipment, electrical equipment, and the pre-fabricated building,
- Preparation for and participation in a 90% design initiation meeting, a 90% design review meeting, and a Final Design handoff meeting.
- Development of bypass pumping plan.
- Development of lift station-specific bid schedule for incorporation into Bid Documents.
- Development of 90% and Final AACE Level 2 cost estimates.
- Development of 90% and Final technical specifications for mechanical and electrical in CSI format.
- Demolition and bypass plan for the existing lift station (2 sheets).
- Lift station site plan and sections (3 sheets).
- Detail sheets including City standards (up to 3 sheets).
- ~~▫ Structural notes, design, and details for pre-manufactured shelter/enclosure (2 sheets). Otak will provide structural footing design for pre-manufactured building loads to support contractor's building permit application. (Amended with WO2)~~
- Electrical notes and site plan (2 sheets).
- Electrical one-line diagram (1 sheet).
- Electrical design and control plans (3 sheets).
- Electrical details.
- **Attend design coordination meetings with the City and design team to review pump station site plan configurations and control building layout/ dimensions. (Amended with WO2.)**
- **Pump station design revisions to address City requested changes to the site and control building. (Amended with WO2.)**
- **Submittals and meetings to review the pump station design. Deliverables to include 60%, 90% and final Construction Documents and cost opinions. (Amended with WO2.)**
- **Coordinate with the electrical and mechanical design team to incorporate the generator into the control building. (Amended with WO2.)**
- **Coordinate with Otak to modify the control building to incorporate the generator into the building. (Amended with WO2.)**
- **Provide mechanical engineering required for indoor genset, including but not limited to, combustion air intake louver, radiator exhaust duct and louver, generator exhaust pipe system, remote fuel fill, temperature-controlled exhaust system. Deliverables to include 60%, 90% and final Construction Documents and cost opinions. (Amended with WO2.)**
- Quality control reviews.

#### **Pump Station Building Design Architecture/Structural (Otak) (Amended with WO2)**



- **Develop Structural and Architectural Plans and Calculations for 300 SF building to house the pump station using the following assumptions:**
  - **Building is assumed to be stick framed with rafter or gangnail truss roof**
  - **Generator and pump equipment / controls will be segregated with an interior partition.**
  - **The building will be freeze-protected, but not fully heated.**
  - **Structures will submit a foundation and framing plan for the 60% submittal**
  - **Structures will submit specifications and plans (foundation plan, framing plan, details) for 90% and 100% submittals**
  - **Specifications will be in CSI format**
  - **No field visits**
- **Weekly meetings with the client. Structures engineer to attend half of scheduled meetings, assume one structures engineer attending four (4) meetings, one (1) hour each.**
- **Structures engineer will provide materials to client for submitting for permit using the following assumptions**
  - **Time required to respond to support application for building permit (compiling submittal, responding to comments, etc.) is assumed to be four (4) hours. Permit will use 100% drawings and calculations for the application.**

#### Assumptions:

- Any exiting utilities recommended for rehabilitation or replacement north of Cowlitz or outside the new roadway alignment is not included as part of this Task.
- New water shall be C900 PVC or ductile iron, based on depths and dead/live loads., new sewer shall be ASTM3034 or SDR26 PVC, new force main(s) shall be ductile iron, Class 52.
- A single set of consolidated comments will be provided at each design submittal (90% and Final)
- The electrical engineer will coordinate with power and communication utilities.
- Contract documents will be submitted electronically in PDF format.
- Architectural/structural design for the lift station shelter/enclosure is not required. Assume pre-manufactured shelter/enclosure with design/specifications by manufacturer.
- Assumes stormwater management/treatment to be provided for the new roadway extension only. Improvements at three existing intersections and south end S. 1st Street will utilize the existing storm drain system and not require any new stormwater management/treatment.
- Franchise utility design (power, gas, telephone, fiber, communications) to be completed and documented by utility provider. City to coordinate franchise/service agreements with utility providers.
- **Specifications to be in CSI format. (Amended with WO2.)**

## Task 6 – Permitting Coordination/Support

The purpose of this task is to prepare permit applications and materials, permit tracking, and schedule of permit submittals.

### Task: 6.1 Utility Design DEQ (Lift Station) and OHA (Water) (Leeway Engineering and Grayling)

Leeway will lead the permitting effort as needed for the sanitary and water utilities. Permits include:

- Preparation and submittal of plan set to DEQ for review and approval of the lift station, force main(s), and sanitary sewers. As part of this effort, Leeway will help prepare a Land Use Compatibility Statement (LUCS) and coordinate with the City. **(Amended with WO2 to include update to this document to reflect revised pump station configuration.)**

### Task: 6.4 Building Permit – Lift Station (Grayling/Otak)

~~Grayling Otak will take the lead in coordinating the building permit submittal to the City for the new lift station building. the steps required to acquire a Building Permit for structures related to the lift station. Activities will include coordination with a manufacturer for structural drawings and calculations in support of the building permit application. (Amended with WO2)~~

#### Assumptions:

- ~~▫ The building permit application will be made by the contractor. (Amended with WO2)~~

- ~~■ Otak will coordinate providing the drawings and calculations needed to accompany the contractor's building permit application. (**Amended with WO2**)~~
- City will pay all permitting fees.
- ~~■ Lift station shelter/enclosure is a pre-manufactured structure. No architectural or building structural design is required from the Design team. Otak will provide structural footing design for pre-manufactured building loads to support contractor's building permit application. (**Amended with WO2**)~~

**Deliverables:**

- Building Permit submittal package (lift station structure)

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

Fee Estimate - WO#2

Summary of Otak, Inc. and all Subconsultants

Otak Project # 019823.000

Task	Description	Otak, Inc.	Mayer/Reed	NV5	Leeway Engineering	DKS Associates	Grayling Engineers	Total Hours	Total Budget by Task
<b>1</b>	<b>Project Management (Tasks 2-6 duration)</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$1,260.00</b>
1.1	Project Management and Administration	-64	0	0	0	0	0	-64	(\$10,080.00)
1.2	Project Coordination, Meetings, and Schedule	72	0	0	0	0	0	72	\$11,340.00
<b>2</b>	<b>Topographic Survey and Geotechnical / Environmental Investigation</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
2.1	Topographic Survey (Otak)	0	0	0	0	0	0	0	\$0.00
2.2	Geotechnical (GeoDesign)	0	0	0	0	0	0	0	\$0.00
2.3	Environmental Investigation (GeoDesign)	0	0	0	0	0	0	0	\$0.00
<b>3</b>	<b>Alignment Alternatives/Concept Development Plans</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
3.1	Planning Code and Zoning Requirements	0	0	0	0	0	0	0	\$0.00
3.2	Alignment Alternatives (2) (10%)	0	0	0	0	0	0	0	\$0.00
3.3	Concept Development Plan	0	0	0	0	0	0	0	\$0.00
3.4	Scoring Criteria / Worksession	0	0	0	0	0	0	0	\$0.00
<b>4</b>	<b>Road and Utility Extensions: Preliminary Design (30%)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
4.1	Development of 30% Roll-map Plans	0	0	0	0	0	0	0	\$0.00
4.2	Stormwater Management	0	0	0	0	0	0	0	\$0.00
4.3	Lift Station Relocation Analysis	0	0	0	0	0	0	0	\$0.00
4.4	30% Cost Estimate/Constructability Review	0	0	0	0	0	0	0	\$0.00
4.5	Development of 30% Plans - Strand Street Reconstruction and Cowlitz East Extension (WO#1)	0	0	0	0	0	0	0	\$0.00
<b>5</b>	<b>Road and Utility Extensions: Final Design (90% and Final PS&amp;E)</b>	<b>96</b>	<b>228</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>248</b>	<b>620</b>	<b>\$81,822.00</b>
5.1	90% and Final PS&E	-74	228	0	48	0	80	282	\$35,104.00
5.2	Stormwater Management Design and Report	0	0	0	0	0	0	0	\$0.00
5.3	Lift Station Design Documents	170	0	0	0	0	168	338	\$46,718.00
<b>6</b>	<b>Permitting Coordination/Support</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>46</b>	<b>\$6,058.00</b>
6.1	Utility Design - DEQ (Lift Station)	0	0	0	0	0	32	32	\$4,384.00
6.2	1200-C Erosion and Sediment Control	0	0	0	0	0	0	0	\$0.00
6.3	Grading Permit (Columbia County)	0	0	0	0	0	0	0	\$0.00
6.4	Building Permit (Lift Station, Gateway)	14	0	0	0	0	0	14	\$1,674.00
<b>7</b>	<b>Bid Documents and Bidding Assistance - RESERVED - TBD</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
7.1	Bidding Assistance	0	0	0	0	0	0	0	\$0.00
<b>8</b>	<b>Construction Management Services - RESERVED - TBD</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
8.1	Construction Management / Administration	0	0	0	0	0	0	0	\$0.00
8.2	Pre-construction and Site Meetings	0	0	0	0	0	0	0	\$0.00
8.3	Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals)	0	0	0	0	0	0	0	\$0.00
8.4	Construction Inspection	0	0	0	0	0	0	0	\$0.00
8.5	As-built Survey and Drawings	0	0	0	0	0	0	0	\$0.00
8.6	Project Close-out	0	0	0	0	0	0	0	\$0.00
	<b>Total Hours</b>	<b>118</b>	<b>228</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>280</b>	<b>674</b>	
	<b>Total Labor Cost</b>	<b>\$12,978.00</b>	<b>\$26,450.00</b>	<b>\$0.00</b>	<b>\$7,336.00</b>	<b>\$0.00</b>	<b>\$42,376.00</b>		<b>\$89,140.00</b>
	<b>Direct Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$13,902.00</b>		<b>\$13,902.00</b>
	<b>Subconsultant Administration</b>	<b>\$4,503.20</b>							<b>\$4,503.20</b>
	<b>Project Total</b>	<b>\$17,481.20</b>	<b>\$26,450.00</b>	<b>\$0.00</b>	<b>\$7,336.00</b>	<b>\$0.00</b>	<b>\$56,278.00</b>		<b>\$107,545.20</b>



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

Fee Estimate - WO#2

Otak, Inc.

Otak Project # 019823.000

Task	Description	Sr. PIC/Sr. PM Civil	Civil Engineer IX	Civil Engineer IX	Civil Engineer IV	Engineering Designer IV	Engineering Tech IV	Civil Engineer VI	Engineering Designer IV	Civil Engineer VII	Civil Engineer III	Studio Leader	Project Manager/ Design	Architectural Tech III	Survey Office Tech III	Landscape Architect IV	Construction Manager VI	Project Coordinator I	Project Admin Assist		Total Hours	Total Budget by Task
1	Project Management	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	8	\$1,260.00
1.1	Project Management and Administration		-32															-32	0		-64	(\$10,080.00)
1.2	Project Coordination, Meetings, and Schedule		36															36	0		72	\$11,340.00
5	Road and Utility Extensions: Final Design (90% and Final PS&E)	0	-10	0	-40	-40	0	0	0	16	36	4	40	74	0	16	0	0	0	0	96	\$10,044.00
5.1	90% and Final PS&E		-10		-40	-40										16					-74	(\$9,482.00)
5.2	Stormwater Management Design and Report																				0	\$0.00
5.3	Lift Station Design Documents									16	36	4	40	74					0		170	\$19,526.00
6	Permitting Coordination/Support	0	0	0	0	0	0	0	0	0	0	2	4	8	0	0	0	0	0	0	14	\$1,674.00
6.1	Utility Design - DEQ (Lift Station)																		0		0	\$0.00
6.2	1200-C Erosion and Sediment Control																		0		0	\$0.00
6.3	Grading Permit (Columbia County)																		0		0	\$0.00
6.4	Building Permit (Lift Station Structure)											2	4	8					0		14	\$1,674.00
7	Bid Documents and Bidding Assistance - RESERVED - TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
7.1	Bidding Assistance																				0	\$0.00
8	Construction Management Services - RESERVED - TBD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
8.1	Construction Management / Administration																				0	\$0.00
8.2	Pre-construction and Site Meetings																				0	\$0.00
8.3	Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals)																				0	\$0.00
8.4	Construction Inspection																				0	\$0.00
8.5	As-built Survey and Drawings																				0	\$0.00
8.6	Project Close-out																					
		0	-6	0	-40	-40	0	0	0	16	36	6	44	82	0	16	0	4	0	0	118	
	Current Billing Rate	\$285.00	\$193.00	\$193.00	\$128.00	\$112.00	\$101.00	\$149.00	\$112.00	\$157.00	\$113.00	\$203.00	\$135.00	\$91.00	\$104.00	\$128.00	\$202.00	\$122.00	\$83.00			
	Annualized Billing Rate	\$285.00	\$193.00	\$193.00	\$128.00	\$112.00	\$101.00	\$149.00	\$112.00	\$157.00	\$113.00	\$203.00	\$135.00	\$91.00	\$104.00	\$128.00	\$202.00	\$122.00	\$83.00	\$0.00		
	Total Labor Cost	\$0.00	(\$1,158.00)	\$0.00	(\$5,120.00)	(\$4,480.00)	\$0.00	\$0.00	\$0.00	\$2,512.00	\$4,068.00	\$1,218.00	\$5,940.00	\$7,462.00	\$0.00	\$2,048.00	\$0.00	\$488.00	\$0.00	\$0.00		\$12,978.00
	Direct Expenses																					\$0.00
	Subconsultant Administration																					\$4,503.20
	Project Total																					\$17,481.20

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

Fee Estimate - WO#2

Mayer/Reed

Otak Project # 019823.000

Task	Description	Principal Landscape	Principal Vis Comm	Project Manager	Landscape Architect	Landscape Designer	Vis Comm Designer	Total Hours	Total Budget by Task
<b>5</b>	<b>Road and Utility Extensions: Final Design (90% and Final PS&amp;E)</b>	<b>10</b>	<b>2</b>	<b>38</b>	<b>50</b>	<b>102</b>	<b>26</b>	<b>228</b>	<b>\$26,450.00</b>
5.1	90% and Final PS&E	10	2	38	50	102	26	228	\$26,450.00
5.2	Stormwater Management Design and Report							0	\$0.00
5.3	Lift Station Design Documents							0	\$0.00
								0	\$0.00
<b>6</b>	<b>Permitting Coordination/Support</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
6.1	Utility Design - DEQ (Lift Station)							0	\$0.00
6.2	1200-C Erosion and Sediment Control							0	\$0.00
6.3	Grading Permit (Columbia County)							0	\$0.00
6.4	Building Permit (Lift Station, Gateway)							0	\$0.00
								0	\$0.00
<b>7</b>	<b>Bid Documents and Bidding Assistance - RESERVED - TBD</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
7.1	Bidding Assistance							0	\$0.00
								0	\$0.00
<b>8</b>	<b>Construction Management Services - RESERVED - TBD</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
8.1	Construction Management / Administration							0	\$0.00
8.2	Pre-construction and Site Meetings							0	\$0.00
8.3	Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals)							0	\$0.00
8.4	Construction Inspection							0	\$0.00
8.5	As-built Survey and Drawings							0	\$0.00
8.6	Project Close-out								
	<i>Total Hours</i>	10	2	38	50	102	26	228	
	<i>Billing Rate</i>	\$210.00	\$210.00	\$115.00	\$130.00	\$100.00	\$110.00		
	<i>Total Labor Cost</i>	\$2,100.00	\$420.00	\$4,370.00	\$6,500.00	\$10,200.00	\$2,860.00		<b>\$26,450.00</b>
	<i>Direct Expenses</i>								
	<b>Project Total</b>								<b>\$26,450.00</b>

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

Fee Estimate - WO#2

Leeway Engineering

Otak Project # 019823.000

Task	Description	Principal Engineer	Senior Engineer	Project Engineer	Staff Engineer	Total Hours	Total Budget by Task
<b>5</b>	<b>Road and Utility Extensions: Final Design (90% and Final PS&amp;E)</b>	<b>8</b>	<b>0</b>	<b>24</b>	<b>16</b>	<b>48</b>	<b>\$7,336.00</b>
5.1	90% and Final PS&E	8		24	16	48	\$7,336.00
5.2	Stormwater Management Design and Report					0	\$0.00
5.3	Lift Station Design Documents					0	\$0.00
						0	\$0.00
<b>6</b>	<b>Permitting Coordination/Support</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
6.1	Utility Design - DEQ (Lift Station)					0	\$0.00
6.2	1200-C Erosion and Sediment Control					0	\$0.00
6.3	Grading Permit (Columbia County)					0	\$0.00
6.4	Building Permit (Lift Station Structure)					0	\$0.00
						0	\$0.00
<b>7</b>	<b>Bid Documents and Bidding Assistance - RESERVED - TBD</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
7.1	Bidding Assistance					0	\$0.00
						0	\$0.00
<b>8</b>	<b>Construction Management Services - RESERVED - TBD</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
8.1	Construction Management / Administration					0	\$0.00
8.2	Pre-construction and Site Meetings					0	\$0.00
8.3	Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals)					0	\$0.00
8.4	Construction Inspection					0	\$0.00
8.5	As-built Survey and Drawings					0	\$0.00
8.6	Project Close-out						
	<i>Total Hours</i>	8	0	24	16	48	
	<i>Billing Rate</i>	\$234.00	\$179.00	\$155.00	\$109.00		
	<i>Total Labor Cost</i>	\$1,872.00	\$0.00	\$3,720.00	\$1,744.00		<b>\$7,336.00</b>
	<i>Direct Expenses</i>						<b>\$0.00</b>
	<b>Project Total</b>						<b>\$7,336.00</b>

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

Fee Estimate - WO#2

Grayling Engineers

Otak Project # 019823.000

Task	Description	Senior Engineer	Design Engineer III	Design Engineer II	Design Engineer I	CAD / GIS	Electrical Engineer	Total Hours	Total Budget by Task
<b>5</b>	<b>Road and Utility Extensions: Final Design (90% and Final PS&amp;E)</b>	<b>60</b>	<b>88</b>	<b>0</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>248</b>	<b>\$37,992.00</b>
5.1	90% and Final PS&E		40		40			80	\$10,800.00
5.2	Stormwater Management Design and Report							0	\$0.00
5.3	Lift Station Design Documents	60	48		60			168	\$27,192.00
								0	\$0.00
<b>6</b>	<b>Permitting Coordination/Support</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>\$4,384.00</b>
6.1	Utility Design - DEQ (Lift Station)	8			24			32	\$4,384.00
6.2	1200-C Erosion and Sediment Control							0	\$0.00
6.3	Grading Permit (Columbia County)							0	\$0.00
6.4	Building Permit (Lift Station Structure)							0	\$0.00
								0	\$0.00
<b>7</b>	<b>Bid Documents and Bidding Assistance - RESERVED - TBD</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
7.1	Bidding Assistance							0	\$0.00
								0	\$0.00
<b>8</b>	<b>Construction Management Services - RESERVED - TBD</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
8.1	Construction Management / Administration							0	\$0.00
8.2	Pre-construction and Site Meetings							0	\$0.00
8.3	Construction Engineering (Responding to RFIs, Review Shop Drawings and Submittals)							0	\$0.00
8.4	Construction Inspection							0	\$0.00
8.5	As-built Survey and Drawings							0	\$0.00
8.6	Project Close-out								
	<i>Total Hours</i>	68	88	0	124	0		280	
	<i>Billing Rate</i>	\$215.00	\$159.00	\$132.00	\$111.00	\$100.00			
	<i>Total Labor Cost</i>	\$14,620.00	\$13,992.00	\$0.00	\$13,764.00	\$0.00			\$42,376.00
	<i>Direct Expenses</i>						\$13,902		\$13,902.00
	<b>Project Total</b>								<b>\$56,278.00</b>

# City of St. Helens

## REVOCABLE LICENSE AGREEMENT

**THIS REVOCABLE LICENSE AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, (the “Effective Date”) by and between the **City of St. Helens**, a municipal corporation of the State of Oregon, (hereinafter referred to as “City” or “Licensor”), and **Soltronox LLC**, an Oregon limited liability company, (hereinafter referred to as “Licensee”).

### RECITALS

A. The City owns that certain real property located at **277 Strand Street, St. Helens, Oregon**, including associated parking areas and public rights-of-way, being and situated in the City of St. Helens, Columbia County, Oregon (the “Property”).

B. The Licensee desires to obtain a license from the City to use, operate, and maintain an automated teller machine (“ATM”) within a certain portion of the Property, as depicted in Exhibit A, attached hereto and made a part hereof (the “Licensed Area”).

C. The City is willing to grant a license to the Licensee on the terms and conditions set forth herein.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and City agree as follows:

1. RECITALS. The above statements are true and correct and are incorporated herein by this reference.

2. LICENSE. City hereby grants and delivers to Licensee, and Licensee hereby accepts, an exclusive license (the “License”) to use and occupy the Licensed Area for the purposes hereafter provided for the License Term (as defined in Section 3). The parties do not intend to create a lease or any other interest in real property for Licensee through this Agreement and the parties only intend to create a license that is revocable at will by the City.

3. LICENSE TERM. The term of this Agreement shall commence upon approval and execution by both City and Licensee (the “Commencement Date”) and shall terminate on December 31, 2022 (the “Expiration Date”). Either party may request in writing an extension of the License Term, which shall be an additional twelve (12) month period commencing on the day following the end of the initial term or any such extension (the “Extension Term”). Extensions must be set forth in writing and signed by authorized representatives of both parties. Notwithstanding the foregoing, this License shall be revocable by the City at any time during the License Term; provided that City provides to Licensee thirty (30) days’ prior written notice of its election to terminate the License. The termination notice shall state the date of termination and

shall be sent in accordance with the notice requirements of this Agreement.

4. USE. The Licensed Area shall be used for the operation of an ATM and for no other purpose except as may be agreed upon by City in writing in its sole discretion.

5. LICENSE FEE. Licensee shall pay a license fee (the "License Fee") for the Licensed Area in the amount of Fifty cents (\$0.50) per ATM transaction. The License Fee shall be payable to City on or before the 10th day of each calendar month, for all ATM transactions made during the immediately prior month. Payments shall be delivered to City at 265 Strand Street, St. Helens, OR 97051. Licensee shall provide a report of all ATM transactions during the same period with its payment of the License Fee. In the event of a termination of this Agreement, Licensee shall be responsible for the License Fee through the date of termination.

6. INSURANCE. Licensee, at its own cost and expense, shall procure and maintain insurance in accordance with the requirements of the attached and incorporated Exhibit B in full force and effect throughout the term of this Agreement. Licensee shall provide the City with copies of said insurance certificates and shall name the City as an additional insured. Any request to modify or waive the insurance requirements stated herein must be approved in writing by the City Council or the delegated Contracting Officer.

7. RELEASE. Licensee, for itself, its agents and employees, does hereby agree for themselves, their heirs, executors, administrators, successors and assigns, to release and forever discharge the City, its officers, directors, agents and employees, successors and assigns, from any and all claims or causes of action which Licensee, its agents and employees now has or which may hereinafter accrue against the City, in connection with or arising out of the activities permitted by this License, including without limitation, property damage, personal injury, or death.

8. INDEMNIFICATION. Licensee shall hold harmless, indemnify, and defend City, its officers, agents, and employees (the "Indemnified Parties"), from any and all liability, actions, claims, losses, damages or other costs, including attorneys' fees and costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity, including Licensee, arising from, during or in connection with the Licensee's use of Licensed Area under this Agreement, except liability arising out of the sole negligence of the City or its employees. Such indemnification shall also cover claims brought against the City under state or federal workers compensation laws. The indemnity obligations outlined herein shall survive any cancellations, expiration, or termination, for any reason, of this Agreement.

9. TERMINATION.

9.1 This Agreement may be terminated by mutual consent or by either party, at any time, upon thirty (30) days' prior written notice to the other party.

9.2 The City may terminate this Agreement for cause effective upon delivery of written notice to Licensee under any of the following conditions:

9.2.1 If any license or certificate required by law or regulation to be held by Licensee to provide the services permitted under this Agreement is for any reason denied, suspended, revoked, or not renewed.

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

9.2.3 If Licensee is in breach of this Agreement, and such breach is not remedied within thirty (30) days of written notice.

10. SURRENDER. Upon the Expiration, Licensee shall vacate and surrender full and complete possession of the Licensed Area to City in as good or better condition and order as was originally received, except for reasonable wear and tear. Surrender is considered complete only upon approval of site conditions as determined, in its sole discretion, by the City. City will inspect the Licensed Area within two (2) business days of receipt of written notice from Licensee of readiness for inspection. The surrender obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement.

11. DISPUTE RESOLUTION.

11.1 The parties mutually agree that any dispute that may arise under this Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation shall occur in the Portland, Oregon metropolitan area, and the mediation fees and mediator's expenses shall be shared equally by the parties. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

11.2 All legal and equitable disputes and controversies arising from or related to this Agreement shall be submitted to arbitration under the auspices and rules and procedures of the Arbitration Service of Portland, Inc. The parties may agree in writing that the arbitration be held before an arbitrator not affiliated with the Arbitration Service of Portland; however, in any event, the rules and procedures of the Arbitration Service of Portland will be applied to any arbitration between the parties. The party prevailing in the arbitration shall also recover such amounts for its costs and attorney fees incurred in connection with the arbitration as shall be determined by the arbitrator. The arbitration award shall be final and binding on the parties to the furthest extent allowed by law. Nothing herein, however, shall prevent a party to this Agreement from resorting to a court of competent jurisdiction to obtain injunctive relief.

12. NOTICE. All notices required by this Agreement shall be made in writing and delivered by personal delivery, email, or by United States first-class mail. Notices sent by mail should be addressed as follows:

City:	City of St. Helens Attn.: City Administrator 265 Strand Street St. Helens, OR 97051 Phone: 503-397-6272
Licensee:	Soltronox LLC Attn: Liem Mai, Managing Member PO Box 17192 Portland, OR 97217

Phone: 503-516-5316  
Email: liem@soltronox.com

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. ASSIGNMENT/DELEGATION. Licensee shall not assign, sublet, transfer any interest in, or delegate any duty under this Agreement without the written consent of the City, and no assignment or delegation shall be of any force or effect whatsoever unless and until the City has so consented.

14. MISCELLANEOUS.

14.1 Counterparts. This License Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14.2 Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and ordinances of the City of St. Helens, Oregon.

14.3 Section Headings. The section titles herein are for convenience only and do not define, limit, or construe the contents of such sections.

14.4 Attachment and Exhibits. All attachments and exhibits to this License Agreement are hereby made a part hereof as if fully set out herein.

14.5 Severability. If any provision or provisions in this License Agreement is/are found to be in violation of any law or otherwise unenforceable, all other provisions remain unaffected in full force and effect.

14.6 Binding Effect. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.

14.7 Time of the Essence. Time shall be of the essence of each provision of this License Agreement in which time is a factor.

14.8 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

14.9 Modification. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.



IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be effective as of the date first written above.

**SOLTRONOX LLC,**  
an Oregon limited liability company

**CITY OF ST. HELENS,**  
an Oregon municipal corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**John Walsh, City Administrator**  
City of St. Helens  
265 Strand Street  
St. Helens, OR 97051

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**LICENSED AREA**



## EXHIBIT B - INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

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

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

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

Certificates of Insurance shall be forwarded to:

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 Contract 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 Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

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 Contract.

# Intergovernmental Agreement to Transfer Tax Increment Revenues of the St. Helens Urban Renewal Area to the City of St. Helens to pay a Special Public Works Fund Loan

This Intergovernmental Agreement (the “Intergovernmental Agreement”) is dated as of **April 6, 2022**, and is entered into by and between the **Urban Renewal Agency** of the City of St. Helens (the “URA”) and the **City of St. Helens, Oregon** (the “City”). The parties hereby agree as follows:

## Section 1. Definitions and Recitals.

### (1) Definitions.

Unless the context clearly requires otherwise, capitalized terms used in this Intergovernmental Agreement that are defined in this Section 1(1) shall have the following meanings:

“Area” means the St. Helens Urban Renewal Area described in the URA’s Urban Renewal Plan.

“IFA Contract” means the contract (numbered B21006) with the Oregon Infrastructure Finance Authority under which the City obtains a loan in the amount of not more than \$14,667,678 from the Special Public Works Fund to finance the Project.

“Plan” means the St. Helens Urban Renewal Plan & Report approved by Ordinance No. 3217, adopted on August 16, 2017, as that plan has been, and may in the future be, amended.

“Project” means construction of municipally owned infrastructure as described in Exhibit C of the IFA Contract (**Exhibit A**).

“Tax Increment Revenues” means all revenues that the URA collects for the Area under the provisions of Article IX, Section 1c of the Oregon Constitution and Oregon Revised Statutes Chapter 457.

### (2) Findings.

- (A) The City has entered into the IFA Contract to finance costs of the Project.
- (B) The URA is authorized to spend Tax Increment Revenues to pay for the costs of the Project.
- (C) The IFA Contract with security from the URA’s Tax Increment Revenues enables significant cost savings, through reduced interest rates and fees, for the URA by having the City as applicant for the IFA Contract (**Exhibit A**).
- (D) The Project will assist the URA in carrying out its Plan.
- (E) The URA will only spend the proceeds of the IFA Contract on the Project if the Project is described in the Plan, located in the Area, and owned by the City or the URA.
- (F) The URA will appropriate funding needed for payments in each year’s budget.

- (G) The URA has an unused maximum indebtedness of \$62 million of available prior to executing this Intergovernmental Agreement.

## **Section 2. Payments and Warranties**

- (1) The URA hereby pledges and agrees to transfer to the City the Tax Increment Revenues as such ad valorem property tax revenues are received and City agrees to place the revenues into a segregated Fund as provided in the IFA Contract until the amount is adequate to make the annual debt service on the IFA Contract as shown in the attached **Exhibit B**.
- (2) This Intergovernmental Agreement shall constitute indebtedness of the URA. The URA is obligated to make the payments due under this Intergovernmental Agreement solely from the Tax Increment Revenues. Pursuant to Oregon Revised Statutes Section 287A.310, the URA pledges the Tax Increment Revenues to pay the amounts described in Section 2 of this Intergovernmental Agreement. This pledge shall be subordinate to the tax increment indebtedness of the URA that are outstanding on the date this Intergovernmental Agreement is executed, but shall be superior to all other obligations of the URA except to the extent that the City subsequently agrees in writing to subordinate this pledge.
- (3) The URA agrees it will not remove any property from the Area if such removal will cause the anticipated Incremental Property Tax Revenues to be inadequate to pay the annual debt service on the Loan and any parity obligations.
- (4) The URA represents and warrants that the IFA Contract loan amount is within the maximum amount of indebtedness that may be incurred under the URA's Plan.

## **Section 3. Estoppel.**

The URA hereby certifies, recites and declares that all things, conditions and acts required by the Constitution and Statutes of the State of Oregon and by this Intergovernmental Agreement to exist, to have happened and to have been performed precedent to and in the execution and the delivery of this Intergovernmental Agreement, do exist, have happened and have been performed in due time, form and manner, as required by law, and that this Intergovernmental Agreement is a valid and binding obligation of the URA that is enforceable against the URA in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws or judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally.

## **Section 4. Miscellaneous.**

- (1) Binding Effect.

This Intergovernmental Agreement shall inure to the benefit of and shall be binding upon the URA and the City and their respective successors and assigns.

- (2) Severability.

In the event any provisions of this Intergovernmental Agreement shall be held invalid or

unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

(3) Amendments.

This Intergovernmental Agreement may be amended only by a writing signed by both parties.

(4) Execution in Counterparts.

This Intergovernmental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

(5) Applicable Law.

This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action regarding this Intergovernmental Agreement or the transactions contemplated hereby shall be brought in an appropriate court of the State of Oregon in Columbia County, Oregon.

(6) Rules of Construction.

References to section numbers in documents that do not specify the document in which the section is located shall be construed as references to section numbers in this Intergovernmental Agreement.

(7) Headings.

The headings, titles and table of contents in this Intergovernmental Agreement are provided for convenience and shall not affect the meaning, construction or effect of this Intergovernmental Agreement.

IN WITNESS WHEREOF, the URA and the City have executed this Intergovernmental Agreement as of the date indicated above.

**For the Urban Renewal Agency of the City of St. Helens**

\_\_\_\_\_  
Doug Morten, URA Chair

**For the City of St. Helens, Oregon**

\_\_\_\_\_  
Rick Scholl, Mayor

[Exhibit A IFA Contract]  
[Exhibit B Debt Service Schedule]

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT  
INTERIM FINANCING CONTRACT

Project Name: Riverfront Redevelopment Project

Project Number: B21006

This interim financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD"), and the City of Saint Helens ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

### SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$15,516,178.

"Interest Rate" means 0.6% per annum.

"Loan Amount" means \$14,667,678.

"Maturity Date" means the earlier of 3 years plus 90 days after the date of this Contract, or the receipt of Refunding Proceeds by either party.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

### SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

### SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").

- B. Financing Availability. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. The OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

#### SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. Interest is computed by counting the actual days occurring in a 360-day year.

The Recipient authorizes OBDD to calculate interest accrued under the Loan, including as necessary to determine the loan amortization schedule, a loan prepayment, or a loan payoff amount. Absent manifest error, such calculations will be conclusive.

- C. Loan Payment. The entire outstanding balance of the Loan, including all accrued unpaid interest, is due and payable in full on the Maturity Date.
- D. Loan Prepayments.
- (1) Mandatory Prepayment. The Refunding Proceeds shall be applied to repay the outstanding balance of the Contract. Further, Recipient shall prepay all or part of the outstanding balance of the Loan as may be required by this Contract.
  - (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal



payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

## SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
  - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
  - (3) An opinion of Recipient's Counsel.
  - (4) A copy of an intergovernmental agreement ("IGA") between Recipient and the Urban Renewal Agency for the City of Saint Helens that pledges incremental property tax revenues for payment of the Loan.
  - (5) A collateral assignment to OBDD of the IGA described in subsection (4), to secure payment of the Loan ("Collateral Assignment"). The Collateral Assignment is incorporated herein by this reference.
  - (6) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
  - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
  - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
  - (4) The Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests for Project design, including anticipated number, submission dates, and amounts and, prior to the beginning of Project construction, an estimated schedule of Disbursement Requests for construction, including anticipated number, submission dates, and amounts.
  - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
  - (5) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.

- (6) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

#### SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

#### SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
  - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
  - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
  - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.

- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
  - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

## SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
  - (2) State labor standards and wage rates found in ORS chapter 279C.
  - (3) OAR 123-042-0165 requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

- C. Project Completion Obligations. The Recipient shall:

- (1) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
  - (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
  - (3) Permit OBDD to conduct inspection of the Project at any time.
  - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
  - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
  - (6) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient.
- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit D, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.

- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D..
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors200.html](https://www.oregonlegislature.gov/bills_laws/ors/ors200.html). Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.

- O. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

## SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.

- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
  - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
  - (3) Barring Recipient from applying for future awards.
  - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
  - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

## SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
  - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
  - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
  - (2) The liability of the OBDD under this Contract is contingent upon the availability of moneys in the Special Public Works Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.
- Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.



If to OBDD: Assistant Director  
Economic Development  
Oregon Business Development Department  
775 Summer Street NE Suite 200  
Salem OR 97301-1280

If to Recipient: City Administrator  
City of Saint Helens  
265 Strand St  
St. Helens, OR 97051

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Oregon Infrastructure Finance Authority  
of the Business Development Department



**CITY OF SAINT HELENS**

By: \_\_\_\_\_  
Chris Cummings, Assistant Director  
Economic Development

By: \_\_\_\_\_  
The Honorable Rick Scholl,  
Mayor of Saint Helens

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

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

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
/s/ Wendy Johnson per email dated 9 September 2021  
Wendy Johnson, Senior Assistant Attorney General

**EXHIBIT A - GENERAL DEFINITIONS**

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 04 June 2021.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“Refunding Proceeds” means the proceeds of any subsequent short- or long-term financing, whether resulting from the sale of tax-exempt bonds or otherwise, issued to refund the Loan or to finance the Project.

## EXHIBIT B - SECURITY

- A. General Fund Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from all legally available funds of Recipient.
- B. Refunding Proceeds. The outstanding principal of and accrued, but unpaid, interest on the Loan shall be payable from any Refunding Proceeds. The Recipient hereby grants to OBDD a security interest in and irrevocably pledges the Refunding Proceeds to pay all of the obligations owed by Recipient to OBDD under this Contract. The Refunding Proceeds pledged and hereafter received by Recipient will be immediately subject to the lien of this pledge without physical delivery or further act, and the lien of this pledge will be superior to all other claims and liens to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Refunding Proceeds complies with, and is valid and binding from the effective date of this Contract as described in, ORS 287A.310.
- C. Incremental Property Tax Revenues of Urban Renewal Agency.
- (a) The Loan shall be repaid from the ad valorem property tax revenues from property within the City of Saint Helens Urban Renewal Area (the “Area”) which are attributable to the increase in assessed value of property within the Area as described in Section 1c, Article IX of the Oregon Constitution and ORS Chapter 457, and includes all earnings thereon (the “Incremental Property Tax Revenues”). The Incremental Property Tax Revenues have been pledged to Recipient by the Urban Renewal Agency of the City of Saint Helens (the “URA”) as described in an intergovernmental agreement (“IGA”) between the Recipient and the URA. Recipient shall hold the Incremental Property Tax Revenues for the Area transferred by the URA to the Recipient in a segregated fund (“Fund”). The Recipient hereby grants to OBDD a security interest in and irrevocably pledges the Incremental Property Tax Revenues held in the Fund to pay all of the obligations owed by Recipient to OBDD under the Contract. The Incremental Property Tax Revenues pledged and hereafter received by Recipient and held in the Fund will be immediately subject to the lien of this pledge without physical delivery or further act, and the lien of this pledge will be superior to all other claims and liens to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Incremental Property Tax Revenues complies with, and is valid and binding from the effective date of this Contract as described in, ORS 287A.310.
- (c) Notwithstanding the requirement of subsection (b) of this Section C, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Incremental Property Tax Revenues may have a lien on such Incremental Property Tax Revenues on a parity with the Loan; provided that nothing in this subsection will adversely affect the priority of any of OBDD’s liens on such Incremental Property Tax Revenues in relation to the lien(s) of any third party(ies).
- (d) The Recipient hereby represents and warrants that, pursuant to the IGA:
- (i) The URA has pledged the Incremental Property Tax Revenues to the Recipient for payment of the Loan Payments and other obligations of this Financing Contract and the IGA is a valid and binding obligation of the URA and the Recipient, enforceable in accordance with its terms.
- (ii) the URA has covenanted that: (1) the URA will not incur any obligations payable from or secured by a lien on or pledge of the Incremental Property Tax Revenues that is superior to or on a parity with the lien of the pledge made under the IGA without the written consent of the Recipient; (2) the URA will not remove any property from the Area if such removal will cause the anticipated Incremental Property Tax Revenues to be inadequate to pay the annual debt service on the Loan and any parity

obligations; and (3) the URA has represented and warranted that the Loan is within the maximum amount of indebtedness that may be incurred under the URA's Urban Renewal Plan.

- (e) The Recipient agrees that it shall not provide consent to the URA, as required by the IGA, to incur any obligations payable from or secured by a lien on and pledge of the Incremental Property Tax Revenues that is superior to or on a parity with the Loan without OBDD's written consent.
- (f) Recipient agrees that it shall not amend the IGA without the prior written consent of OBDD, which consent shall not be unreasonably withheld or delayed.

### EXHIBIT C - PROJECT DESCRIPTION

The Recipient will, with the assistance of a professional engineer licensed in Oregon, design and construct the following:

- S. 1st Street roadway and utility extension beginning at the termination of S. 1st Street at the north end of the Riverfront Property and includes approximately 1,720 feet of new roadway, connecting to existing Plymouth Street improvements to the south. The cross section is 60 foot wide and will include on-street parking, a shared travel lane for vehicles and bikes, landscape strips with street trees, and extra-wide 8 foot sidewalks on each side.
- Strand Street roadway and utility extension beginning at the termination of Strand Street, approximately 180 feet south of Cowlitz Street. It will extend approximately 620 feet and terminate at a new intersection with the South 1st Street extension.
- Existing city utilities (water, sewer, and storm water) to extend the full length of the new street extensions. Sanitary sewer improvements will also include a sanitary sewer lift station relocation to a more centralized location on the Riverfront Redevelopment site.
- Intersection improvements including reducing crossing distances with curb extensions at Cowlitz Street and Strand Street, Cowlitz Street and South 1st Street, and St. Helens Street and South 1st Street, in the existing downtown and the undergrounding of utilities.
- St. Helens Riverwalk Phase I expanding public access to the river in Columbia View Park and onto the Riverfront property with 400 feet of boardwalk.
- St. Helens Riverwalk Phase II (30%) will provide conceptual design for the remainder of the access along the river to the southern connection with Plymouth Street. Phase II is approximately 2,780 feet from Phase I. Phase II will include additional overlooks, areas for cantilevered boardwalk, and/or pedestrian access down to the river. It will also be designed to connect with the S. 1st Street extension at mid-block crossings to allow the public to easily access the riverfront.
- Design of a new Columbia View Park stage.

Pre-award design and engineering costs of the Project are authorized with a maximum amount of \$300,000.

### EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Design / Engineering	\$1,512,461	
Construction	\$9,113,318	\$838,500
Construction Contingency	\$2,371,676	
Construction Management	\$1,259,401	
Pre-Award Costs (Design/Engineering)	\$300,000	
Bond Bank Fee	\$120,822	
Total	<b>\$14,667,678</b>	\$838,500

**PROJECT B21006 SPECIAL PUBLIC WORKS LOAN DEBT SERVICE SCHEDULE**

Loan amount	\$ 15,640,000.00	*Loan amount includes \$140,000 in interest from 3 year waiting period accruing interest. Original loan amount \$15.5M.
Annual interest rate	3.14%	
Loan period in years	20	
Start date of loan	1/1/2027	

Annual payment	\$ 803,663.24
Number of payments	20
Total interest	\$ 433,264.80
Total cost of loan	\$ 16,073,264.80

No.	Payment Date	Beginning Balance	Payment	Principal	Interest	Ending Balance
1	1/1/2027	\$ 15,640,000.00	\$ 803,663.24	\$ 762,738.57	\$ 40,924.67	\$ 14,877,261.43
2	1/1/2028	\$ 14,877,261.43	\$ 803,663.24	\$ 764,734.41	\$ 38,928.83	\$ 14,112,527.02
3	1/1/2029	\$ 14,112,527.02	\$ 803,663.24	\$ 766,735.46	\$ 36,927.78	\$ 13,345,791.56
4	1/1/2030	\$ 13,345,791.56	\$ 803,663.24	\$ 768,741.75	\$ 34,921.49	\$ 12,577,049.81
5	1/1/2031	\$ 12,577,049.81	\$ 803,663.24	\$ 770,753.29	\$ 32,909.95	\$ 11,806,296.51
6	1/1/2032	\$ 11,806,296.51	\$ 803,663.24	\$ 772,770.10	\$ 30,893.14	\$ 11,033,526.42
7	1/1/2033	\$ 11,033,526.42	\$ 803,663.24	\$ 774,792.18	\$ 28,871.06	\$ 10,258,734.24
8	1/1/2034	\$ 10,258,734.24	\$ 803,663.24	\$ 776,819.55	\$ 26,843.69	\$ 9,481,914.68
9	1/1/2035	\$ 9,481,914.68	\$ 803,663.24	\$ 778,852.23	\$ 24,811.01	\$ 8,703,062.45
10	1/1/2036	\$ 8,703,062.45	\$ 803,663.24	\$ 780,890.23	\$ 22,773.01	\$ 7,922,172.23
11	1/1/2037	\$ 7,922,172.23	\$ 803,663.24	\$ 782,933.56	\$ 20,729.68	\$ 7,139,238.67
12	1/1/2038	\$ 7,139,238.67	\$ 803,663.24	\$ 784,982.23	\$ 18,681.01	\$ 6,354,256.44
13	1/1/2039	\$ 6,354,256.44	\$ 803,663.24	\$ 787,036.27	\$ 16,626.97	\$ 5,567,220.17
14	1/1/2040	\$ 5,567,220.17	\$ 803,663.24	\$ 789,095.68	\$ 14,567.56	\$ 4,778,124.49
15	1/1/2041	\$ 4,778,124.49	\$ 803,663.24	\$ 791,160.48	\$ 12,502.76	\$ 3,986,964.01
16	1/1/2042	\$ 3,986,964.01	\$ 803,663.24	\$ 793,230.68	\$ 10,432.56	\$ 3,193,733.32
17	1/1/2043	\$ 3,193,733.32	\$ 803,663.24	\$ 795,306.30	\$ 8,356.94	\$ 2,398,427.02
18	1/1/2044	\$ 2,398,427.02	\$ 803,663.24	\$ 797,387.36	\$ 6,275.88	\$ 1,601,039.66
19	1/1/2045	\$ 1,601,039.66	\$ 803,663.24	\$ 799,473.85	\$ 4,189.39	\$ 801,565.81
20	1/1/2046	\$ 801,565.81	\$ 803,663.24	\$ 801,565.81	\$ 2,097.43	\$ (0.00)

**AMENDMENT #1 TO  
INTERGOVERNMENTAL AGREEMENT # DASPS-109132-17  
"DISPOSAL OF SURPLUS VEHICLES, HEAVY EQUIPMENT, TITLED TRAILERS & WATERCRAFT."**

This is Amendment #1 to intergovernmental agreement # DASPS-107132-17 between the State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services Division, on behalf of Surplus Property herein after referred as "(Agency)" and the City of St. Helens herein after referred as "(Contractor)" or collectively referred to as a "Party and, together, the "Parties".

This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law under ORS 190.110 and 283.110.

The Agreement is hereby amended as follows (new language is indicated in **bold** font and underlined and deleted language is indicated by [brackets] and ~~strikethrough~~):

**1. SECTION 3. TERM OF THE AGREEMENT**

- a. The Term of the Agreement shall be [~~for a period of five (5) years commencing~~] **executed** on the date it has been signed by the Parties, and received all approvals required by applicable law.
- b. [~~The Agreement may be terminated by the Parties as provided in Section 6 below.~~] **This Agreement shall terminate on April 24, 2027, unless terminated earlier by the Parties in accordance with Section 6 below.**

**2. SECTION 20. NOTICES**

~~[Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing, by email, personal delivery facsimile, or mailing the same, postage prepaid, to the State or Local Contracting Agency at the address number or email address set forth below in this Agreement, or to such other addresses or numbers as either party may indicate.]~~ **Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.**

**Contact Information for the State:**

Carla Jeannette, Program Analyst State	State of Oregon
Surplus Property Program	Property Distribution Center 1655
PH (503) 378-2753	Salem Industrial Drive NE Salem, OR.
FAX (503) 378-8558	97303-4238
EMAIL <a href="mailto:Carla.Jeannette@das.oregon.gov">Carla.Jeannette@das.oregon.gov</a>	

**Contact Information for the Local Contracting Agency: City of St. Helens**

**Name, Title:** Kathy Payne, [~~City Recorder~~] **Human Resources Coordinator**



**Representing:** City of St. Helens      **Location:** ~~[265 Strand Street]~~  
**Address:** ~~[PO Box 278]~~ **265 Strand Street** City, State, Zip: St. Helens, OR 97051  
**Phone:** 503-366-8217      **Fax:** ~~[503-397-4016]~~ **503-397-9527**  
**Email:** ~~[kathy@ci.st-helens.or.us]~~ [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)

~~[Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the State, any notice transmitted by facsimile must be confirmed by telephone notice to the State's Contact Manager. Any communication or notice given by personal delivery shall be effective when actually delivered. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.]~~

3. **Exhibit A – Administrative Fee Schedule** – delete in its entirety and replace with the **REVISED ATTACHMENT A – ADMINISTRATIVE FEE SCHEDULE.**
4. Except as expressly amended above, all other terms and conditions of this Agreement are still in full force and effect. All parties certify that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**CITY OF ST. HELENS**

\_\_\_\_\_  
 RICK SCHOLL, MAYOR

\_\_\_\_\_  
 Date

**STATE OF OREGON – DAS – SURPLUS PROPERTY**

\_\_\_\_\_  
 SVEN ANDERSON, PROGRAM MANAGER

\_\_\_\_\_  
 Date

**STATE OF OREGON acting by and through its DAS –  
 PROCUREMENT SERVICES**

\_\_\_\_\_  
 SANDY CLAVET CONNOLLY, INTERIM PS MANAGER

\_\_\_\_\_  
 Date

**Approved for Legal Sufficiency in accordance with ORS 291.047**

\_\_\_\_\_  
 Exempt per OAR 137-045-0050(2)(a)(c)(A)  
 Name, Title

\_\_\_\_\_  
 Date

**ATTACHMENT A**  
**ADMINISTRATIVE FEE SCHEDULE (REVISED)**

Fees for services provided will, whenever possible and practicable, be deducted from the property-generating Agencies' reimbursement as "other receivables". Reimbursements for items sold, and fees that exceed revenues, will be billed monthly on net 30 terms.

**Administrative Fee – Personal Property\*, Vehicles, Heavy Equipment, Titled Trailers & Watercraft\*\*:**

Please see current Resale Rates listed at OregonSurplus.com

\* Personal property accepted under this agreement will normally have a present value of at least \$1,000. Personal property accepted will be determined on a case-by-case basis at the sole discretion of the State.

\*\* The following is a solid, but not all-inclusive, list of what falls into the category of Vehicles, Heavy Equipment, Titled Trailer and Watercraft:

Cars, pick-ups, trucks, graders, bulldozers, RVs, backhoes, front-end loaders, buses, cranes, skidders, motorcycles, skid-steers, snowmobiles, ATVs, excavators, rollers, planes, Snowcats, forklifts, manlifts, tractors, riding mowers, trenching machine, golf carts, Gators/Mules, trailers, boats (not kayaks, canoes or other small, similar non-motorized boats), etc. **Note:** Individual parts or attachments are categorized as personal property (i.e., tires are not a car; a grader blade is not a grader.)

**Service Fee – 3<sup>rd</sup> Party Towing:**

\$ Actual cost (pass through)

**Service Fee - Freight and Cartage (including Towing provided directly by State):**

\$50.00/hr. (Billed in 15-minute intervals, one hour minimum), and \$2.00 per mile

**Service Fee - repairs, maintenance, or services (i.e. battery, tire(s), etc.)**

\$ Actual cost (pass through)

**Marketing Fee – Supplemental Advertising:**

As requested, and approved by the property generating agency at: \$ Actual + 20%

**Service Fee – Decal/sticker removal**

\$50.00/hr. Billed in 15-minute increments, one hour minimum.



March 18, 2022

Rick Scholl  
PO Box 278  
St Helens, OR 97051

Dear Rick,

Thank you for allowing Western Display Fireworks the opportunity to be a part of your upcoming celebration. We are pleased to present our proposal for the 2022 St Helens 4<sup>th</sup> of July fireworks display.

Please review the enclosed program and call us if you have any questions or if we can be of further assistance at this time. If the show is approved as written, please sign the enclosed Display Agreement and Purchase Order and return to Western by March 31st via fax or e-mail. This will allow us to proceed with all other arrangements for your show.

We appreciate your business and look forward to providing another spectacular firework display for your event.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather Gobet".

Heather Gobet  
President





WESTERN DISPLAY FIREWORKS LTD

City of St. Helens  
St. Helens 4<sup>th</sup> of July  
July 4, 2022



Portland • Seattle • Boise





## Fireworks Display Proposal Summary

City of St Helens

St Helens 4<sup>th</sup> of July

July 4, 2022

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
  - \$5,000,000 (per occurrence) general liability
- Process and pay for a General Fireworks Display Permit issued by the Oregon State Fire Marshal's office and approved by local police and fire authorities
- Prepare and submit the United States Coast Guard Application for Marine Event Permit
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all equipment and pyrotechnics to and from the loading site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
- Provide all necessary mortars and firing equipment required to pre-load and electrically fire the display



# City of St. Helens

Show date 7/4/22  
Location St. Helens, OR

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## WD Electric Cue Sheet

Event Time	Description	Position	Rail	Pin	Notes
1 00:02.550	2.5" (30 Shot) Fanned Brocade Kamuro	B2		1	Opener
2 00:02.900	4" Gold Strobe	4"		2	Opener
3 00:06.900	4" Green Strobe	4"		3	Opener
4 00:10.450	5" Gold Strobe	5"		4	Opener
5 00:14.450	5" Green Strobe	5"		5	Opener
6 00:18.900	4" Gold Strobe	4"		6	Opener
7 00:22.900	4" Green Strobe	4"		7	Opener
8 00:26.450	5" Gold Strobe	5"		8	Opener
9 00:30.450	5" Green Strobe	5"		9	Opener
10 00:35.200	4" Crown Package 4CP100A-A 2018	4"		10	
11 00:38.800	3" Crown Package 3CP100A-B 2018	3"		11	
12 00:42.400	3" Crown Package 3CP100A-A 2018	3"		12	
13 00:46.000	3" Crown Package 3CP100A-A 2018	3"		13	
14 00:49.600	3" Crown Package 3CP100A-B 2018	3"		14	
15 00:53.200	3" Crown Package 3CP100A-B 2018	3"		15	
16 00:56.050	5" Sunny Package V25	5"		16	
17 01:00.400	3" Crown Package 3CP100A-A 2018	3"		17	
18 01:04.000	4" Crown Package 4CP100A-A 2018	4"		18	
19 01:07.400	4" Sunny Package V25-SS	4"		19	
20 01:11.200	3" Crown Package 3CP100A-B 2018	3"		20	
21 01:14.600	4" Sunny Package V25-SS	4"		21	
22 01:18.180	4" Crown Package 4CP100A-B 2018	4"		22	
23 01:22.000	4" Crown Package 4CP100A-A 2018	4"		23	
24 01:25.600	3" Crown Package 3CP100A-B 2018	3"		24	
25 01:29.200	3" Crown Package 3CP100A-B 2018	3"		25	
26 01:32.800	3" Crown Package 3CP100A-B 2018	3"		26	

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# City of St. Helens

Show date 7/4/22  
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## WD Electric Cue Sheet

Event Time	Description	Position	Rail	Pin	Notes
27 01:36.400	3" Crown Package 3CP100A-A 2018	3"		27	
28 01:40.000	3" Crown Package 3CP100A-B 2018	3"		28	
29 01:43.600	3" Crown Package 3CP100A-B 2018	3"		29	
30 01:47.000	4" Sunny Package V25-SS	4"		30	
31 01:50.800	3" Crown Package 3CP100A-A 2018	3"		31	
32 01:54.400	3" Crown Package 3CP100A-A 2018	3"		32	
33 01:57.900	1.2" *100 Shot) Fan Brocade King With Blue & White B2			33	MS#1
34 01:58.000	4" Crown Package 4CP100A-A 2018	4"		34	
35 02:01.600	3" Crown Package 3CP100A-A 2018	3"		35	
36 02:05.200	5" Crown Package 5CP100A-A 2018	5"		36	
37 02:08.800	3" Crown Package 3CP100A-A 2018	3"		37	
38 02:12.400	3" Crown Package 3CP100A-B 2018	3"		38	
39 02:16.000	3" Crown Package 3CP100A-A 2018	3"		39	
40 02:19.600	3" Crown Package 3CP100A-A 2018	3"		40	
41 02:23.200	3" Crown Package 3CP100A-B 2018	3"		41	
42 02:26.800	3" Crown Package 3CP100A-A 2018	3"		42	
43 02:30.180	4" Crown Package 4CP100A-B 2018	4"		43	
44 02:33.780	4" Crown Package 4CP100A-B 2018	4"		44	
45 02:37.600	3" Crown Package 3CP100A-B 2018	3"		45	
46 02:41.200	3" Crown Package 3CP100A-A 2018	3"		46	
47 02:44.800	3" Crown Package 3CP100A-A 2018	3"		47	
48 02:48.400	4" Crown Package 4CP100A-A 2018	4"		48	
49 02:52.000	3" Crown Package 3CP100A-A 2018	3"		49	
50 02:55.600	3" Crown Package 3CP100A-A 2018	3"		50	
51 02:59.200	5" Crown Package 5CP100A-A 2018	5"		51	
52 03:02.800	3" Crown Package 3CP100A-A 2018	3"		52	

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## WD Electric Cue Sheet

Event Time	Description	Position	Rail	Pin	Notes
53 03:06.400	3" Crown Package 3CP100A-A 2018	3"		53	
54 03:10.000	3" Crown Package 3CP100A-B 2018	3"		54	
55 03:13.600	3" Crown Package 3CP100A-B 2018	3"		55	
56 03:17.200	3" Crown Package 3CP100A-A 2018	3"		56	
57 03:20.580	4" Crown Package 4CP100A-B 2018	4"		57	
58 03:24.400	3" Crown Package 3CP100A-B 2018	3"		58	
59 03:28.000	3" Crown Package 3CP100A-B 2018	3"		59	
60 03:31.380	4" Crown Package 4CP100A-B 2018	4"		60	
61 03:35.200	3" Crown Package 3CP100A-B 2018	3"		61	
62 03:38.800	3" Crown Package 3CP100A-A 2018	3"		62	
63 03:42.200	4" Sunny Package V25-SS	4"		63	
64 03:46.000	4" Crown Package 4CP100A-A 2018	4"		64	
65 03:49.400	4" Sunny Package V25-SS	4"		65	
66 03:52.450	5" Sunny Package V25	5"		66	
67 03:56.800	4" Crown Package 4CP100A-A 2018	4"		67	
68 03:57.900	1.2" (150 Shot) Fanned Gold Brocade Three Steps ( B2	B2		68	MS#2
69 04:00.200	4" Sunny Package V25-SS	4"		69	
70 04:04.000	3" Crown Package 3CP100A-A 2018	3"		70	
71 04:07.600	5" Crown Package 5CP100A-B 2018	5"		71	
72 04:11.200	5" Crown Package 5CP100A-B 2018	5"		72	
73 04:14.600	4" Sunny Package V25-SS	4"		73	
74 04:18.180	4" Crown Package 4CP100A-B 2018	4"		74	
75 04:22.000	5" Crown Package 5CP100A-B 2018	5"		75	
76 04:25.380	4" Crown Package 4CP100A-B 2018	4"		76	
77 04:29.000	4" Sunny Package V25-SS	4"		77	
78 04:32.800	4" Crown Package 4CP100A-A 2018	4"		78	

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## WD Electric Cue Sheet

Event Time	Description	Position	Rail	Pin	Notes
79 04:36.400	3" Crown Package 3CP100A-A 2018	3"		79	
80 04:40.000	3" Crown Package 3CP100A-A 2018	3"		80	
81 04:43.600	5" Crown Package 5CP100A-B 2018	5"		81	
82 04:47.200	3" Crown Package 3CP100A-B 2018	3"		82	
83 04:50.050	5" Sunny Package V25	5"		83	
84 04:54.400	3" Crown Package 3CP100A-A 2018	3"		84	
85 04:58.000	5" Crown Package 5CP100A-B 2018	5"		85	
86 05:01.600	3" Crown Package 3CP100A-B 2018	3"		86	
87 05:05.200	5" Crown Package 5CP100A-B 2018	5"		87	
88 05:08.800	3" Crown Package 3CP100A-B 2018	3"		88	
89 05:12.400	4" Crown Package 4CP100A-A 2018	4"		89	
90 05:16.000	3" Crown Package 3CP100A-A 2018	3"		90	
91 05:19.600	3" Crown Package 3CP100A-B 2018	3"		91	
92 05:23.200	5" Crown Package 5CP100A-A 2018	5"		92	
93 05:26.800	3" Crown Package 3CP100A-B 2018	3"		93	
94 05:30.180	4" Crown Package 4CP100A-B 2018	4"		94	
95 05:33.800	4" Sunny Package V25-SS	4"		95	
96 05:37.600	5" Crown Package 5CP100A-A 2018	5"		96	
97 05:41.200	5" Crown Package 5CP100A-B 2018	5"		97	
98 05:44.800	3" Crown Package 3CP100A-B 2018	3"		98	
99 05:48.400	3" Crown Package 3CP100A-B 2018	3"		99	
100 05:52.000	3" Crown Package 3CP100A-B 2018	3"		100	
101 05:55.600	5" Crown Package 5CP100A-A 2018	5"		101	
102 05:58.200	1.5" (100 Shot) Silver Palm w/Tail	B1		102	MS#3
103 05:58.200	1.5" (100 Shot) Silver Palm w/Tail	B3		102	MS#3
104 05:59.200	3" Crown Package 3CP100A-B 2018	3"		103	

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## WD Electric Cue Sheet

Event Time	Description	Position	Rail	Pin	Notes
105 06:02.800	4" Crown Package 4CP100A-A 2018	4"		104	
106 06:06.400	5" Crown Package 5CP100A-B 2018	5"		105	
107 06:09.800	4" Sunny Package V25-SS	4"		106	
108 06:13.600	3" Crown Package 3CP100A-B 2018	3"		107	
109 06:17.200	3" Crown Package 3CP100A-B 2018	3"		108	
110 06:20.580	4" Crown Package 4CP100A-B 2018	4"		109	
111 06:24.400	3" Crown Package 3CP100A-A 2018	3"		110	
112 06:28.000	3" Crown Package 3CP100A-A 2018	3"		111	
113 06:31.600	5" Crown Package 5CP100A-A 2018	5"		112	
114 06:35.200	3" Crown Package 3CP100A-B 2018	3"		113	
115 06:38.800	3" Crown Package 3CP100A-A 2018	3"		114	
116 06:42.400	4" Crown Package 4CP100A-A 2018	4"		115	
117 06:46.000	3" Crown Package 3CP100A-B 2018	3"		116	
118 06:49.600	3" Crown Package 3CP100A-B 2018	3"		117	
119 06:53.200	4" Crown Package 4CP100A-A 2018	4"		118	
120 06:56.800	3" Crown Package 3CP100A-B 2018	3"		119	
121 07:00.400	5" Crown Package 5CP100A-A 2018	5"		120	
122 07:04.000	3" Crown Package 3CP100A-B 2018	3"		121	
123 07:07.380	4" Crown Package 4CP100A-B 2018	4"		122	
124 07:11.200	4" Crown Package 4CP100A-A 2018	4"		123	
125 07:14.800	3" Crown Package 3CP100A-B 2018	3"		124	
126 07:18.400	3" Crown Package 3CP100A-A 2018	3"		125	
127 07:21.800	4" Sunny Package V25-SS	4"		126	
128 07:25.600	5" Crown Package 5CP100A-A 2018	5"		127	
129 07:29.200	3" Crown Package 3CP100A-A 2018	3"		128	
130 07:32.800	3" Crown Package 3CP100A-B 2018	3"		129	

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## WD Electric Cue Sheet

Event Time	Description	Position	Rail	Pin	Notes
131 07:36.400	3" Crown Package 3CP100A-B 2018	3"		130	
132 07:39.800	4" Sunny Package V25-SS	4"		131	
133 07:43.600	3" Crown Package 3CP100A-A 2018	3"		132	
134 07:47.200	3" Crown Package 3CP100A-A 2018	3"		133	
135 07:50.050	5" Sunny Package V25	5"		134	
136 07:54.400	4" Crown Package 4CP100A-A 2018	4"		135	
137 07:57.800	4" Sunny Package V25-SS	4"		136	
138 07:57.900	1.1" (100 Shot) Silver Tail & Silver Coconut Burst	B1		137	MS#4
139 07:57.900	1.1" (100 Shot) Silver Tail & Silver Coconut Burst	B3		137	MS#4
140 08:01.600	3" Crown Package 3CP100A-B 2018	3"		138	
141 08:04.980	4" Crown Package 4CP100A-B 2018	4"		139	
142 08:08.800	3" Crown Package 3CP100A-B 2018	3"		140	
143 08:12.180	4" Crown Package 4CP100A-B 2018	4"		141	
144 08:15.800	4" Sunny Package V25-SS	4"		142	
145 08:19.600	5" Crown Package 5CP100A-A 2018	5"		143	
146 08:23.200	3" Crown Package 3CP100A-B 2018	3"		144	
147 08:26.600	4" Sunny Package V25-SS	4"		145	
148 08:30.400	3" Crown Package 3CP100A-A 2018	3"		146	
149 08:33.780	4" Crown Package 4CP100A-B 2018	4"		147	
150 08:37.600	4" Crown Package 4CP100A-A 2018	4"		148	
151 08:41.200	3" Crown Package 3CP100A-B 2018	3"		149	
152 08:44.600	4" Sunny Package V25-SS	4"		150	
153 08:47.650	5" Sunny Package V25	5"		151	
154 08:52.000	3" Crown Package 3CP100A-A 2018	3"		152	
155 08:55.600	4" Crown Package 4CP100A-A 2018	4"		153	
156 08:58.450	5" Sunny Package V25	5"		154	

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## WD Electric Cue Sheet

Event Time	Description	Position	Rail	Pin	Notes
157 09:02.800	3" Crown Package 3CP100A-B 2018	3"		155	
158 09:06.400	3" Crown Package 3CP100A-A 2018	3"		156	
159 09:10.000	4" Crown Package 4CP100A-A 2018	4"		157	
160 09:13.600	4" Crown Package 4CP100A-A 2018	4"		158	
161 09:17.200	3" Crown Package 3CP100A-B 2018	3"		159	
162 09:20.800	3" Crown Package 3CP100A-B 2018	3"		160	
163 09:24.200	4" Sunny Package V25-SS	4"		161	
164 09:27.780	4" Crown Package 4CP100A-B 2018	4"		162	
165 09:31.600	3" Crown Package 3CP100A-A 2018	3"		163	
166 09:34.980	4" Crown Package 4CP100A-B 2018	4"		164	
167 09:38.800	3" Crown Package 3CP100A-A 2018	3"		165	
168 09:42.400	3" Crown Package 3CP100A-A 2018	3"		166	
169 09:45.250	5" Sunny Package V25	5"		167	
170 09:49.380	4" Crown Package 4CP100A-B 2018	4"		168	
171 09:52.980	4" Crown Package 4CP100A-B 2018	4"		169	
172 09:56.050	5" Sunny Package V25	5"		170	
173 09:57.900	1.2" (100 Shot) Fanned Silver Whirling Tail to Pink & B2			171	MS#5
174 10:00.180	4" Crown Package 4CP100A-B 2018	4"		172	
175 10:04.000	4" Crown Package 4CP100A-A 2018	4"		173	
176 10:07.600	3" Crown Package 3CP100A-A 2018	3"		174	
177 10:11.200	4" Crown Package 4CP100A-A 2018	4"		175	
178 10:14.800	3" Crown Package 3CP100A-A 2018	3"		176	
179 10:18.400	3" Crown Package 3CP100A-B 2018	3"		177	
180 10:21.800	4" Sunny Package V25-SS	4"		178	
181 10:25.400	4" Sunny Package V25-SS	4"		179	
182 10:28.980	4" Crown Package 4CP100A-B 2018	4"		180	

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## WD Electric Cue Sheet

Event Time	Description	Position	Rail	Pin	Notes
183 10:32.800	3" Crown Package 3CP100A-B 2018	3"		181	
184 10:36.200	4" Sunny Package V25-SS	4"		182	
185 10:40.000	3" Crown Package 3CP100A-A 2018	3"		183	
186 10:43.380	4" Crown Package 4CP100A-B 2018	4"		184	
187 10:47.200	3" Crown Package 3CP100A-B 2018	3"		185	
188 10:50.580	4" Crown Package 4CP100A-B 2018	4"		186	
189 10:54.400	3" Crown Package 3CP100A-A 2018	3"		187	
190 10:58.000	5" Crown Package 5CP100A-B 2018	5"		188	
191 11:01.600	3" Crown Package 3CP100A-B 2018	3"		189	
192 11:05.200	4" Crown Package 4CP100A-A 2018	4"		190	
193 11:08.800	4" Crown Package 4CP100A-A 2018	4"		191	
194 11:12.180	4" Crown Package 4CP100A-B 2018	4"		192	
195 11:15.780	4" Crown Package 4CP100A-B 2018	4"		193	
196 11:19.600	3" Crown Package 3CP100A-A 2018	3"		194	
197 11:23.200	3" Crown Package 3CP100A-B 2018	3"		195	
198 11:26.800	3" Crown Package 3CP100A-B 2018	3"		196	
199 11:30.400	5" Crown Package 5CP100A-B 2018	5"		197	
200 11:34.000	4" Crown Package 4CP100A-A 2018	4"		198	
201 11:37.600	5" Crown Package 5CP100A-A 2018	5"		199	
202 11:41.200	3" Crown Package 3CP100A-B 2018	3"		200	
203 11:44.580	4" Crown Package 4CP100A-B 2018	4"		201	
204 11:48.400	4" Crown Package 4CP100A-A 2018	4"		202	
205 11:52.000	3" Crown Package 3CP100A-B 2018	3"		203	
206 11:55.600	3" Crown Package 3CP100A-B 2018	3"		204	
207 11:56.980	3" (24 Shot) Fanned Turquoise Peony / Orange Shin B2			205	MS#6
208 11:58.980	4" Crown Package 4CP100A-B 2018	4"		206	

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## WD Electric Cue Sheet

Event Time	Description	Position	Rail	Pin	Notes
209 12:02.580	4" Crown Package 4CP100A-B 2018	4"		207	
210 12:05.650	5" Sunny Package V25	5"		208	
211 12:09.800	4" Sunny Package V25-SS	4"		209	
212 12:13.600	3" Crown Package 3CP100A-A 2018	3"		210	
213 12:17.200	3" Crown Package 3CP100A-A 2018	3"		211	
214 12:20.800	5" Crown Package 5CP100A-A 2018	5"		212	
215 12:24.400	5" Crown Package 5CP100A-A 2018	5"		213	
216 12:27.780	4" Crown Package 4CP100A-B 2018	4"		214	
217 12:31.600	5" Crown Package 5CP100A-A 2018	5"		215	
218 12:35.000	4" Sunny Package V25-SS	4"		216	
219 12:38.050	5" Sunny Package V25	5"		217	
220 12:42.400	3" Crown Package 3CP100A-B 2018	3"		218	
221 12:46.000	4" Crown Package 4CP100A-A 2018	4"		219	
222 12:49.600	3" Crown Package 3CP100A-A 2018	3"		220	
223 12:53.200	3" Crown Package 3CP100A-A 2018	3"		221	
224 12:56.050	5" Sunny Package V25	5"		222	
225 13:00.400	3" Crown Package 3CP100A-A 2018	3"		223	
226 13:03.780	4" Crown Package 4CP100A-B 2018	4"		224	
227 13:07.600	5" Crown Package 5CP100A-B 2018	5"		225	
228 13:11.200	3" Crown Package 3CP100A-A 2018	3"		226	
229 13:14.800	3" Crown Package 3CP100A-B 2018	3"		227	
230 13:18.180	4" Crown Package 4CP100A-B 2018	4"		228	
231 13:22.000	5" Crown Package 5CP100A-A 2018	5"		229	
232 13:25.600	4" Crown Package 4CP100A-A 2018	4"		230	
233 13:29.200	3" Crown Package 3CP100A-B 2018	3"		231	
234 13:32.600	4" Sunny Package V25-SS	4"		232	



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## WD Electric Cue Sheet

Event Time	Description	Position	Rail	Pin	Notes
235 13:36.400	3" Crown Package 3CP100A-A 2018	3"		233	
236 13:39.780	4" Crown Package 4CP100A-B 2018	4"		234	
237 13:43.600	3" Crown Package 3CP100A-A 2018	3"		235	
238 13:47.200	4" Crown Package 4CP100A-A 2018	4"		236	
239 13:50.050	5" Sunny Package V25	5"		237	
240 13:54.400	3" Crown Package 3CP100A-B 2018	3"		238	
241 13:57.900	1.2" (100 Shot) Fanned Crackling Chrys Bouquets & B2			239	MS#7
242 13:58.000	3" Crown Package 3CP100A-A 2018	3"		240	
243 14:01.600	3" Crown Package 3CP100A-A 2018	3"		241	
244 14:04.450	5" Sunny Package V25	5"		242	
245 14:08.800	3" Crown Package 3CP100A-A 2018	3"		243	
246 14:12.200	4" Sunny Package V25-SS	4"		244	
247 14:16.000	3" Crown Package 3CP100A-B 2018	3"		245	
248 14:19.600	3" Crown Package 3CP100A-A 2018	3"		246	
249 14:23.200	5" Crown Package 5CP100A-A 2018	5"		247	
250 14:26.800	3" Crown Package 3CP100A-A 2018	3"		248	
251 14:30.400	3" Crown Package 3CP100A-B 2018	3"		249	
252 14:33.800	4" Sunny Package V25-SS	4"		250	
253 14:37.600	3" Crown Package 3CP100A-B 2018	3"		251	
254 14:41.200	3" Crown Package 3CP100A-A 2018	3"		252	
255 14:44.800	3" Crown Package 3CP100A-A 2018	3"		253	
256 14:48.400	5" Crown Package 5CP100A-A 2018	5"		254	
257 14:52.000	5" Crown Package 5CP100A-B 2018	5"		255	
258 14:55.380	4" Crown Package 4CP100A-B 2018	4"		256	
259 14:59.200	3" Crown Package 3CP100A-A 2018	3"		257	
260 15:02.580	4" Crown Package 4CP100A-B 2018	4"		258	

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## WD Electric Cue Sheet

	Event Time	Description	Position	Rail	Pin	Notes
261	15:06.400	5" Crown Package 5CP100A-B 2018	5"		259	
262	15:10.000	4" Crown Package 4CP100A-A 2018	4"		260	
263	15:13.600	4" Crown Package 4CP100A-A 2018	4"		261	
264	15:17.200	3" Crown Package 3CP100A-B 2018	3"		262	
265	15:20.800	3" Crown Package 3CP100A-A 2018	3"		263	
266	15:24.200	4" Sunny Package V25-SS	4"		264	
267	15:28.000	5" Crown Package 5CP100A-B 2018	5"		265	
268	15:31.600	3" Crown Package 3CP100A-B 2018	3"		266	
269	15:35.200	4" Crown Package 4CP100A-A 2018	4"		267	
270	15:38.600	4" Sunny Package V25-SS	4"		268	
271	15:42.400	3" Crown Package 3CP100A-B 2018	3"		269	
272	15:46.000	4" Crown Package 4CP100A-A 2018	4"		270	
273	15:49.600	5" Crown Package 5CP100A-A 2018	5"		271	
274	15:53.200	3" Crown Package 3CP100A-B 2018	3"		272	
275	15:56.050	5" Sunny Package V25	5"		273	
276	15:58.000	1" (100 Shot) Yellow Chrysanthemum and Blue Bom B1			274	MS#8
277	15:58.000	1" (100 Shot) Yellow Chrysanthemum and Blue Bom B3			274	MS#8
278	16:00.400	3" Crown Package 3CP100A-B 2018	3"		275	
279	16:03.800	4" Sunny Package V25-SS	4"		276	
280	16:07.600	3" Crown Package 3CP100A-B 2018	3"		277	
281	16:10.450	5" Sunny Package V25	5"		278	
282	16:14.600	4" Sunny Package V25-SS	4"		279	
283	16:18.400	3" Crown Package 3CP100A-B 2018	3"		280	
284	16:22.000	3" Crown Package 3CP100A-A 2018	3"		281	
285	16:25.600	3" Crown Package 3CP100A-A 2018	3"		282	
286	16:28.450	5" Sunny Package V25	5"		283	



## City of St. Helens

Show date 7/4/22

Location St. Helens, OR

12 / 14

## WD Electric Cue Sheet

Event Time	Description	Position	Rail	Pin	Notes
287	16:32.800	3" Crown Package 3CP100A-A 2018	3"	284	
288	16:36.400	4" Crown Package 4CP100A-A 2018	4"	285	
289	16:40.000	3" Crown Package 3CP100A-A 2018	3"	286	
290	16:43.600	5" Crown Package 5CP100A-A 2018	5"	287	
291	16:47.200	3" Crown Package 3CP100A-B 2018	3"	288	
292	16:50.580	4" Crown Package 4CP100A-B 2018	4"	289	
293	16:54.180	4" Crown Package 4CP100A-B 2018	4"	290	
294	16:58.000	5" Crown Package 5CP100A-B 2018	5"	291	
295	17:01.600	4" Crown Package 4CP100A-A 2018	4"	292	
296	17:05.200	3" Crown Package 3CP100A-B 2018	3"	293	
297	17:08.800	4" Crown Package 4CP100A-A 2018	4"	294	
298	17:11.650	5" Sunny Package V25	5"	295	
299	17:16.000	3" Crown Package 3CP100A-B 2018	3"	296	
300	17:19.600	4" Crown Package 4CP100A-A 2018	4"	297	
301	17:23.200	3" Crown Package 3CP100A-A 2018	3"	298	
302	17:26.800	3" Crown Package 3CP100A-A 2018	3"	299	
303	17:30.400	5" Crown Package 5CP100A-B 2018	5"	300	
304	17:34.000	3" Crown Package 3CP100A-A 2018	3"	301	
305	17:37.600	3" Crown Package 3CP100A-A 2018	3"	302	
306	17:40.980	4" Crown Package 4CP100A-B 2018	4"	303	
307	17:44.600	4" Sunny Package V25-SS	4"	304	
308	17:48.200	4" Sunny Package V25-SS	4"	305	
309	17:52.000	3" Crown Package 3CP100A-A 2018	3"	306	
310	17:55.600	4" Crown Package 4CP100A-A 2018	4"	307	
311	17:56.980	3" (24 Shot) Fanned Glitter Coconut w/Glitter Tail	B2	308	MS#9
312	17:59.200	3" Crown Package 3CP100A-B 2018	3"	309	

Item #6.

# City of St. Helens

Show date 7/4/22  
Location St. Helens, OR

13 / 14

## WD Electric Cue Sheet

Event Time	Description	Position	Rail	Pin	Notes
313 18:02.580	4" Crown Package 4CP100A-B 2018	4"		310	
314 18:06.200	4" Sunny Package V25-SS	4"		311	
315 18:10.000	3" Crown Package 3CP100A-B 2018	3"		312	
316 18:13.400	4" Sunny Package V25-SS	4"		313	
317 18:17.200	3" Crown Package 3CP100A-A 2018	3"		314	
318 18:20.600	4" Sunny Package V25-SS	4"		315	
319 18:24.200	4" Sunny Package V25-SS	4"		316	
320 18:28.000	5" Crown Package 5CP100A-B 2018	5"		317	
321 18:30.850	5" Sunny Package V25	5"		318	
322 18:35.000	4" Sunny Package V25-SS	4"		319	
323 18:38.800	3" Crown Package 3CP100A-A 2018	3"		320	
324 18:42.400	3" Crown Package 3CP100A-A 2018	3"		321	
325 18:46.000	3" Crown Package 3CP100A-B 2018	3"		322	
326 18:49.600	5" Crown Package 5CP100A-B 2018	5"		323	
327 18:53.200	3" Crown Package 3CP100A-A 2018	3"		324	
328 18:57.200	2.5" (30 Shot) Fanned Red & Blue Magic Peony / Sil B1	B1		325	Finale Stage 1
329 18:57.200	2.5" (30 Shot) Fanned Red & Blue Magic Peony / Sil B3	B3		325	Finale Stage 1
330 18:57.900	4" Double Silver Spinning w/Red Strobe Pistil (Cylinc 4"	4"		326	Finale Stage 1
331 19:01.900	4" Double Silver Spinning w/Blue Pistil (Cylinder)	4"		327	Finale Stage 1
332 19:05.450	5" Silver Spinning w/Blue Dahlia Ring w/Red Glitterir 5"	5"		328	Finale Stage 1
333 19:09.900	4" Double Silver Spinning w/Red Strobe Pistil (Cylinc 4"	4"		329	Finale Stage 1
334 19:13.900	4" Double Silver Spinning w/Blue Pistil (Cylinder)	4"		330	Finale Stage 1
335 19:18.450	5" Silver Spinning w/Blue Dahlia Ring w/Red Glitterir 5"	5"		331	Finale Stage 1
336 19:18.500	2" (50 Shot) Blue Shiny Peony / Red Magic Peony / B1	B1		332	Finale Stage 2
337 19:18.500	2" (50 Shot) Blue Shiny Peony / Red Magic Peony / B2	B2		332	Finale Stage 2
338 19:18.500	2" (50 Shot) Blue Shiny Peony / Red Magic Peony / B3	B3		332	Finale Stage 2

Item #6.

# City of St. Helens

Show date 7/4/22  
Location St. Helens, OR

14 / 14

## WD Electric Cue Sheet

Event Time	Description	Position	Rail	Pin	Notes
339 19:22.900	4" Double Silver Spinning w/Red Strobe Pistil (Cylinc 4"	4"		333	Finale Stage 2
340 19:26.900	4" Double Silver Spinning w/Blue Pistil (Cylinder)	4"		334	Finale Stage 2
341 19:30.450	5" Silver Spinning w/Blue Dahlia Ring w/Red Glitterir 5"	5"		335	Finale Stage 2
342 19:34.900	4" Silver Crown w/Red Strobe Pistil	4"		336	Finale Stage 2
343 19:38.900	4" Silver Crown w/Silver Strobe Pistil	4"		337	Finale Stage 2
344 19:42.450	5" Silver Crown w/Red Strobe Pistil	5"		338	Finale Stage 2
345 19:46.450	5" Silver Crown w/Silver Strobe Pistil	5"		339	Finale Stage 2
346 19:50.450	5" Silver Crown w/Red Strobe Pistil	5"		340	Finale Stage 2
347 19:56.930	4" (5) Red & Blue & White Strobe Trail / Artillery Tital 4"	4"		341	Finale Stage 3
348 19:57.130	4" (5) Red & Blue & White Strobe Trail / Artillery Tital 4"	4"		342	Finale Stage 3
349 19:57.180	3" Red, White, Blue Peony (Finale Chain of 10)	3"		343	Finale Stage 3
350 19:57.330	4" (5) Red & Blue & White Strobe Trail / Artillery Tital 4"	4"		344	Finale Stage 3
351 19:57.380	3" Red, White, Blue Peony (Finale Chain of 10)	3"		345	Finale Stage 3
352 19:57.650	5" Double Silver Spinning w/Red Strobe Pistil (Cylinc 4"	4"		346	Finale Stage 3
353 19:57.850	5" Double Silver Spinning w/Blue Pistil (Cylinder)	4"		347	Finale Stage 3
354 20:27.500	3" (72) Crown Assorted Shells-A w/Tail (36 Effects)	3"			
355 20:28.300	3" (72) Crown Assorted Shells - B w/Tail (36 Effects)	3"			
356 20:29.100	4" (36) Crown Assorted Shells-A w/Tail (18 Effects)	4"			
357 20:29.700	4" (36) Crown Assorted Shells-B w/Tail (18 Effects)	4"			
358 20:30.550	5" (18) Crown Assorted Shells-A w/Tail (18 Effects)	5"			
359 20:31.450	5" (18) Crown Assorted Shells-B w/Tail (18 Effects)	5"			
360 20:32.900	5" (18) Sunny Assortment Package V25	5"			
361 20:33.300	4" (36) Sunny Assortment Package V25 SS	4"			

## DISPLAY AGREEMENT AND PURCHASE ORDER

**THIS AGREEMENT** ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of St. Helens, whose address is 265 Strand St/ PO Box 278, St Helens, OR 97051 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2022 shot from a barge on the Columbia River located off the south end of Sand Island, St. Helens, OR 97051, as detailed in Proposal #22-7018, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of TWENTY THOUSAND DOLLARS AND NO/100 (\$20,000.00) is to be paid as follows: 25% of the total price, \$5,000.00 is due by MARCH 31, 2022; 25% of the total price, \$5,000.00 is due by JUNE 4, 2022; the remaining balance of the price, \$10,000.00, is due in full on or before JULY 14, 2022. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
  - a. To supply all shells and other pyrotechnics listed on the Proposal;
  - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
  - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
  - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
  - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
  - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement.
  - b. Sponsor to provide a tug & barge adequate to conduct the display. Barge provided must comply with size requirements set forth by NFPA 1123 and meet the approval of WDF. Barge & tug arrangements to be mutually agreed upon no later than 60 days prior to display date; and
  - c. Sponsor to provide barge loading/unloading facility.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a



certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.

6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of Western, its agents and employees. Sponsor agrees to indemnify, defend, and hold harmless Western, its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.
7. **Compliance with Laws.**
  - a. Sponsor Responsibilities: SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2022 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ, the local responding fire department (if different from the AHJ) and the operator (the licensed pyrotechnic operator employed by Western) to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display (see Exhibit A – Display Site Map).
  - b. Western's Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.

8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$5,000.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$10,000.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$20,000.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually agreeable date. This date must be within 90 days of the original display date. Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies.
9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely



performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.

14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.
15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before MARCH 31, 2022.

Sponsor

Western Display Fireworks, Ltd.

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Heather J. Gobet  
Its: President  
Date: \_\_\_\_\_

Exhibit A—Display Site Map—St. Helens



Western Display Fireworks LTD.  
ST. Helens, OR  
Barge 125'x35'  
45°51'43.70"N 122°47'34.50"W





# CERTIFICATE OF LIABILITY INSURANCE

DATE (3/1)  
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> Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> 216-658-7100 <b>FAX (A/C, No):</b> 216-658-7101 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Western Display Fireworks Ltd. P. O. Box 932 Canby OR 97013		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Everest Indemnity Insurance Co.		10851
		INSURER B : Axis Surplus Ins Company		26620
		INSURER C : Everest Denali Insurance Company		16044
		INSURER D : Travelers Property Casualty Co of America		
		INSURER E :		
INSURER F :				

**COVERAGES****CERTIFICATE NUMBER:** 1238013044**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/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	SI8ML00215-221	1/15/2022	1/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00098-221	1/15/2022	1/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-000069176-04	1/15/2022	1/15/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	6JUB-8H14546-6-21 (OR)	6/14/2021	6/14/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Display Date: July 4, 2022

Display Site: From a barge on the Columbia River located off the south end of Sand Island, St. Helens, OR 97051

Additional Insured:

- 1) City of St Helens
- 2) Columbia River Fire & Rescue
- 3) Scappoose Fire District

**CERTIFICATE HOLDER****CANCELLATION**City of St Helens  
PO Box 278  
St 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

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# PARKS AND TRAILS COMMISSION

Monday, January 10, 2022 at 4:00 PM

## APPROVED MINUTES

### PRESENT

Chair Carmin Dunn  
 Commissioner Jerry Belcher  
 Commissioner Lynne Pettit  
 Commissioner Paul Barlow  
 Commissioner Howard Blumenthal  
 Commissioner Brandon Sundeen  
 Commissioner Dana Lathrope

### STAFF PRESENT

Councilman Doug Morton  
 Shanna Duggan, Parks and Rec Manager  
 Sheri Ingram, Public Works Office Assistant  
 Erin Bird, Parks and Recreation Admin  
 Matt Brown, Finance Director

### ABSENT

Vice Chair John Brewington  
 Commissioner Jacob Woodruff

### OTHERS PRESENT

Emily Martin

### CALL TO ORDER- 4:01 p.m.

1. Welcome Commissioner Dana Lathrope

Dunn said welcome Dana Lathrope, Lathrope is not present yet due to technical difficulties.

### APPROVAL OF MINUTES

2. Approve Minutes of 12/13/2021

**Motion** made by Commissioner Blumenthal, Seconded by Commissioner Belcher. To approve minutes of December 13, 2021

Voting Yea: Chair Dunn, Commissioner Barlow, Commissioner Belcher, Commissioner Blumenthal, Commissioner Lathrope, Commissioner Pettit, Commissioner Sundeen.

### TOPICS FROM THE FLOOR: From attendees not otherwise of the agenda

Martin said last Wednesday they successfully installed the last plants at Nob Hill Park, other than regular maintenance during Spring and Summer this project is wrapped up. Martin said there is a possible small grant project starting with a landowner who is adjacent to the project site.

**PARKS & REC MANAGER'S REPORT**

Duggan said:

- There have been many upticks in COVID and contact tracing.
- McCormick Park trails are flooded currently and be cautious. Once the water goes away, they can look at trees and see how many are down and need looked after.
- The zipline is fixed, there are some issues with drainage at the playground.
- The surfacing is completed at the sports park at Campbell Park, Duggan said she sees it being used over the weekend.
- Basketball season started, there are 110 participants, we are doing 3rd-6th grade teams due to the lack of gym space with remodels at the High School.
- There are a lot of Grant Opportunities coming up.
- Trail opportunities for the Masterplan. There is an in-depth trail-system plan in the City of Portland. Duggan urges everyone to take a look and become involved in what is going into the Masterplan
- In the last 60 days there have been over 522 registrations, the revenue brought in is about 20,000 dollars in the last 60 days. The money goes towards buying local for supplies, staff, and youth programs. It is thriving and doing well, they will see how this COVID uptick goes and they are following along with the schools when it comes to closures. They limit how many participants are at programs, mask wearing and cleaning.
- Interviews are the Parks Utility 1 position, there were 34 applicants, they took top five.
- Looking towards the summer, start thinking of work parties and such. Art in the park will be happening. Blumenthal asked what type of program it is and Duggan said it is in the works. Blumenthal asked if it'll be a couple days and be like a bizarre setting with booths and Duggan said that is what she is looking for, but keeping it hands on. Lathrope said she had an annual showing that lasted 3 days over a weekend in another town smaller than St. Helens and it had arts and music from locals, it resembled a Saturday market and but focused on local only.

**COUNCILOR'S REPORT**

Morten asked if Duggan presented standards that the trails need to follow, and Duggan said she made a presentation regarding standards they want the trails to follow and how she discussed with the group about the trail standards in the City of Portland. Duggan said she'll send a link to all. She said it is going to include the trails from all the parks around, it is on the RFQ then soon RFP. Belcher requested more information on what an RPQ is. Duggan explained an RFQ is a request of qualifications, the RFP is the submit of permanent proposals, she said it dials in on what is good and what needs attention. Morten asked if everyone has the RFQ documents, about 60 pages, Duggan will send it out. Morten mentioned how the Spirit of Halloweentown made three quarters of a million dollars for Tourism, this is after expenses were paid. The event director reported to the council with this information, she oversees this money, the Tourism spends it where it needs it, he said that Nob Hill made a fraction of the money. The money can stay in Tourism, Morten says that trails is a big part of that, he did a search on the design and function of trails because it will be a huge part of it, they will happen quick and for the it'd be important for the Master Plan. There will be involvement in the trail that goes South on the waterfront, in front of the paper mill and down towards Milton Creek and in McCormick Park, Morten says he hopes for this to be put into the Masterplan. He looked in the Masterplan and there are some put in by Dimsho some sections of that trail on the riverfront. Morten said it is timely with the riverfront. Things are coming along with Campbell Park and Duggan reports it well and should be timely now. Morten felt there were a lot of missing pieces before and he is thankful for Duggan being there to give report and him as well. Morten assured this will be more helpful.

Barlow asked where her office is located, Duggan said she is at the 2625 Gable Rd location but is able to meet at other locations. Belcher asked when the new person is hired, where will they be when they come in, Duggan said they are entry position and as for looking for a supervisory on the parks side, she is looking to see if they need.

## NEW BUSINESS

### 3. Columbia View Park Expansion

Dimsho is sharing a rendering on zoom. Dimsho introduced the Riverfront Site Plan, she said there was an open house where this was presented to the public, you can also check online for more info. Dimsho said this will be presented at the next council meeting, they will recommend an expansion of .6 acres, it will go before the planning commission meeting in the February 8<sup>th</sup> meeting. Dimsho is hoping to get a motion to move forward with the plan. Dimsho mentioned in the 2015 Masterplan, expansion of property. Riverwalk access and stage and increase capacity, Dimsho is focusing on just the expansion of the park. This design is at 30% level. This will get more consistent as it comes along. The new stage will be shifted back from the gazebo with a permanent dance floor and some seating made from concrete. The stage, there are renderings online, its only 30% complete. it will have a moveable back, it will remain unconstructed when not in use. it will be like a barn door. Dimsho continued further south, the park will be expanded closer to the river. there will be grading. There will be concrete walls put in, there will be a mountain viewpoint. There will be an opportunity for signage and more. There is storm water drainage, a landscaped area and a street expansion. it will be similar to Seaside, Oregon where it turns you around to the street. There is enough space to unload and travel by. There will be an ADA accessible area and that is the only area where ADA accessibility is. Dimsho mentioned a berm at the park, the berm is a few feet and will add some elevation to the park, a fun play area for kids. This will get recommendation at the next council meeting. The money will be spent appropriately through the amount of acreage and adds to the urban plaza acreage.

Dimsho asked for questions: Dunn asked about the money being used in the roundabout, will it go into parks or road structure, parks are used only for parks and the street will not be included in that. Dunn also asked how many feet the expansion will be, about 150 ft. Blumenthal asked about the roundabout, it is a very good idea, Dimsho said it will be quite accessible, she related with McCormick and said it has a small street system in it. Blumenthal asked will it be able to be used with vendors and Dimsho said there will be a designated spot used just for that. Belcher asked about Godfrey needed different play equipment, and Dimsho said there was some design but then it went away, Belcher mentioned his concern of this being forgotten like Godfrey. Dimsho said it depends on capacity. Dunn said what happened with Godfrey was the changes of staffing and turnover it kind of didn't happen.

**Motion** made by Commissioner Blumenthal and seconded by Commissioner Pettit to recommend expansion of Columbia View Park.

Voting Yea: Chair Dunn, Commissioner Barlow, Commissioner Belcher, Commissioner Blumenthal, Commissioner Lathrope, Commissioner Pettit, Commissioner Sundeen.

### 4. Tourism Impact and Funding Allocations

Dunn explained that there is 3/4 of a million dollars to tourism, make a recommendation to city council to bring some of the funds to parks, parks like Columbia View Park, Nob Hill Park and just trails in general. Belcher said the money from tourism, from Spirit of Halloweentown, that money was spent and deemed necessary. It must be specifically revenue, if the city has discretion to spend it on the parks from Spirit of Halloweentown money. Duggan said if things are being impacted by Tourism, it can be used to replenish those types of things. Morten said that the money for Tourism stays in Tourism, it is up to the Tourism Director make the call to take the money to other places. The Tourism has been an ongoing situation. There are many different things that have been suggested by Council, Morten said it is complicated and when the budget meeting gets unveiled, he will have more answers. Dunn asked about Nob Hill getting money, Morten said Curry has already mentioned a better way to facilitate next year, Morten said we need to hear what's in mind. Morten said for an example; Curry wants to do the sandcastle challenge, Curry wants to make it bigger and buy a ferry, she wants people to easily get there from around town and to purchase a tram, she sees a future in Tourism. Morten said that Curry has turned the town around with tourism. Morten said he does not know how to go about requesting money. Dunn asked the best path to take is to request through City Council to set forth a process. Morten said its going to get ironed out. How will the Tourism money be utilized. Curry can rationalize money that goes into Nob Hill, then it will be utilized by Tourism. Dunn said that they need to make a motion to city council. Morten agrees and says it will be appropriate. Belcher said from a conversation he had with Brown, if the ticket sales go towards Nob Hill Park than you can see it as a direct payment. Brown said that the spending of the tourism funds is up to the Tourism Director, the Council can think of a policy, recommend a policy, if parks are used for events, then they should receive some of the funds. Dunn asked about a contract is getting rewritten towards Tourism. Will there be more direction? Brown said that question is best towards Morten and Walsh. Belcher said when parks are being directly used by tourism, then a portion of the money should go towards the park's improvements. Lathrope, say funds used towards 13 nights, however the revenue comes from vendor fees, does some of the revenue come from the vendors? Is that space in front of the courthouse is owned by county? Morten said in the permit system, there could be some verbiage, if Tourism wants to use a park, how much money being used in the permit. Morten reminded this is new, the paper mill when away and now what. Tourism is a clean industry. It is going to revitalize the economy here. Morten said that there is a lot to be done, and parks is in the middle. Brown mentioned about revenue, The Spirit of Halloween town is special but keep in mind there are many different events that don't many money such as 13 nights, this is done because The Spirit of Halloween town makes plenty of money to get through the other events. Fees an permits, there are usually costs but are waived. Duggan said she wants some kind of funding towards the parks when used during Tourism events, like toilet paper, garbage and such. Look into the impacts towards the parks, making sure there's enough supplies. Dunn said just general improvements, if its an annual event then maybe making improvements towards the park being used for the event make it benefit. with the parks and recreation masterplan there will be this type thing brought up. Blumenthal asked if there will be surprises again, having an event without input from others. Blumenthal mentioned he is re-graveling Nob Hill Park. Blumenthal thinks this should have happened within a month after The Spirit if Halloweentown. Dunn said this is something we want to try and get ahead of for next time. How can we get to the support and funding towards the next event. ettit agrees with the wording to develop the proposal. Lathrope asked about estimating.

**Motion:** Motion made by Commissioner Lathrope and seconded by Chair Dunn to recommend to Council that when tourism uses a city park when it is charged for, then a portion of proceeds should go towards park improvements towards that park.

Voting Yea: Chair Dunn, Commissioner Barlow, Commissioner Belcher, Commissioner Lathrope, Commissioner Pettit, Commissioner Sundeen Voting Nay: Commissioner Blumenthal

## 5. Dalton Lake Report-Lynne Pettit

Pettit said cities offer a great challenge to sustain species, it is a great opportunity to preserve nature. Walnut tree park is doing great there is no damage and the library is getting lots of books. Dalton Lake is it doing well, there is a lot of seeding. May will be a work party, there was a donation of \$460. In October the kiosk was installed, hopefully the signs will come by March 22<sup>nd</sup>, one bench, signs, kiosk, three other benches, new plant species signs with QR codes and is in the works. Dunn said with the signs and QR codes could be used in other parks it would be nice to see some consistency with all the parks. Pettit offered bringing a picture of what they have there.

## DISCUSSION ITEMS

### New Vice Chair/Chair

**Motion:** Motion made by Commissioner Belcher and Seconded by Commissioner Blumenthal to nominate Commissioner Brewington as Chair and Commissioner Pettit as Vice Chair.

Voting Yea: Chair Dunn, Commissioner Barlow, Commissioner Belcher, Commissioner Blumenthal, Commissioner Lathrope, Commissioner Pettit, Commissioner Sundeen.

Blumenthal will be first sat April work party. The bridge on nob hill is floating. Belcher said the urban trail, he counted people on the river walk, 20 people. The urban trail will connect the trails and you can see sand island. The urban trail will bring people to town, Belcher have walked many trails and this needs to get to the Master Plan. They need a barrier along the trail, Belcher said he will not let this go away, this is something that will benefit the City of St. Helens. This will bring people to the trail, he wants to give people the parks brochures. Pettit is making suggestion towards Master Plan, can use on Millard Property, make a golf course. It will protect the old oak trees. Belcher said a golf course is expensive. Pettit said to walk the property see if it can be done, or they can make a driving range. or a short course. Dunn said to bring this up with Brewington next time.

Pettit will be out of the state next meeting

Lathrope thanked everyone for walking her through this. Lathrope is going to recommend trail definition and marking for the botanical gardens and use Pettit's idea with the signs and QR code.

Dunn said that she can add that to our list, have all ideas compiled.

Belcher said every park should have a kiosk with a map of trails marked out. He would like to see cobblestone featured at the Kiosk in the Botanical Gardens

## ADJOURNMENT

5:43 p.m.



## PARKS AND RECREATION COMMISSION

Monday, February 7, 2022, at 4:00 PM

### APPROVED MINUTES

#### PRESENT

Vice Chair Lynne Pettit  
Commissioner Carmin Dunn  
Commissioner Howard Blumenthal  
Commissioner Jacob Woodruff  
Commissioner Paul Barlow  
Commissioner Brandon Sundeen  
Commissioner Dana Lathrope

#### STAFF PRESENT

Shanna Duggan Parks and Rec Manager  
Sheri Ingram Public Works Office Assistant  
Councilman Doug Morten  
Erin Bird Parks and Rec Admin Assistant

#### OTHERS PRESENT

Dan Davis

#### ABSENT

Chair John Brewington

#### CALL TO ORDER

4:04 p.m.

#### APPROVAL OF MINUTES

Approve minutes next month March 12th.

#### TOPICS FROM THE FLOOR: From attendees not otherwise of the agenda

Dan Davis is here to listen.

#### STAFF REPORT

Duggan stated:

- There have been some server issues popping up which is why there has been some confusion and lack of communication and that she apologizes.
- Campbell Park bathrooms will be shut down earlier than normal due to students vandalizing right after school.
- The new rubber on the basketball hoops have been ripped down at Campbell Park.
- Recreation printed an activity log and in the last 60 days there have been 400+ registrations. They have dealt with 119 in registrations. Dunn asked about where the registrations come

from non-residents, Duggan said Warren and Columbia city is many non-residents. There has been a newspaper article.

- It's time to think about Spring Work Parties, give Parks and Rec the info for that soon. Duggan mentioned she would like to see work parties in other parks that don't normally get them.
- Art in the park will be August 20th and Parks and Rec will be inviting artists and they will come and show their art, dance, gardens, paintings, etc.
- Citizens Day in the Park is getting planned. Duggan is in charge and would like some to be involved, it will be on June 20th. It will be a 10 or 11 o'clock start time with lunch and such.
- St. Helens Softball will be starting soon. There is a lot of youth and some adult and older than 18.

## COUNCILOR'S REPORT

Morten counts the amount of people in the Council Chambers, there are many people on zoom.

Morten said that Council felt the proposed policy with the Parks Department needs to be polished. As this was discussed there is some language in the permit regarding cleanup of Parks. Council approved that damage that has occurred to who is holding the permit, any maintenance is looked at by staff and recommended and cleanup will be. Some of this is in place and some of this is an agreement. For example, a parade permit, the one who is holding the permit is responsible for clean up, you charge \$100 or \$200 to clean up. Another example is like renting a car, there should be pre-inspection with permits and at the end parks staff should look and check for any damage or clean up other than the charge to follow up. When individuals leave the area, it will need to be inspected; the park staff will need to inspect when the permit holders leave the area. Whether than put down deposit we put down a card on file. Like if there is a birthday party and there is some duct tape left behind then they can charge the card for this. Morten has another example Curry wants to use a park for a month. There should be checks throughout the process and time it is reserved. Every now and then during the time, staff can come, and check and Curry can be alerted regarding the problem and the staff will be alerted. If there is documentation regarding the issues of the parks, it can be rectified financially. Morten put this into the work session, Council had no problem agreeing with this. Barlow asked if this process was being modeled in other communities, Morten said it has been used in Portland Parks for years. He said you'd go to the spot you reserved and if anything was there in the beginning and he said you must mention it before. Barlow asked about on weekends do they have to be there. Morten mentioned that they can be there Friday afternoon before the weekend activities. Barlow questioned what if the wedding leaves a mess on 1 pm Saturday then it sits through Sunday, Barlow said this could be applied to ball fields being used. Morten mentioned it could be a photo taken when they leave. Morten would like the Parks and Recreation staff to come up with a method. Dunn said that staff may not have capacity to do this with every reservation. Duggan said that it is going to get revamped, the permit needs to be more user friendly. Duggan said some feedback may assist with these methods. We want to find a method that will keep the parks clean. Belcher said if the person has a permit they should have a legal document, attorneys should review it. There should be a pre-permit walkthrough and pre-permit documentation. Morten said you could take a photo of the space before and after the event. Things before and after would be documented through the photos. Belcher feels as if there should be pre-event documentation. There should be post-event documentation such as a photo or document. There should be a mitigation process. Such as Nob Hill, Blumenthal found a lot of damaged it there may have been some disagreement between city and permit holder. Sundeen said this is a good way to protect the parks and he has rented the parks and he said it was an unpleasant experience, both times it is filthy with broken glass, cigarette butts, and the garbage was full. He



asked when a family's rents a space what are they going to pay for. Maybe if someone is paying for this park reservation maybe there should be some guarantees. Morten said that he should be able to get money back from an experience as such. Belcher said you get a permit; you take a photo, and it looks like not how you want it. Can they go to the staff and ask that things be cleaned up? This can be a way to help clean up the parks. Woodruff said he would get to his reservation early and he said that there should be a number to call a staff should come out to clean up. Blumenthal said sometimes damage may or may not be visible until later. He said wildflowers don't grow until spring and he won't know of any additional damage until then. Morten said he should document a year after the event. This could be a yearlong permit. Curry will need to pay up to replace anything that is popping up. Blumenthal recommends there should be a intensive look at from the many thousands that came through. There were 100 per hour, maybe about 3,000 people coming through. That can cause a major impact. Morten said he asked Duggan to share a trail method link he sent to her. It is good to discuss the many different things we need to do to iron out this and the process will take a while, but it is on the radar. Blumenthal is asking how to fix this as well, bring in heavy equipment that might affect the trails and nature. Belcher said that its peculiar that many people went through there and if we expect that next time, we need some assistance and someone to monitor it, maybe it should be marked ahead of time with engineer's tape. Maybe the areas that are sensitive need signs and to be marks off. It was mentioned Curry will come to the Parks Commission. Lathrope said she is thankful of this plan moving ahead, she asked about considering the scenarios say the small rental vs permit large events. The bigger ones need to have a person walk through and document and periodically during the event time, all throughout the month and a half the event is happening, put some barriers in. Dunn said that it is important to think about what mitigation can be used to help and try to plan and assume a lot will go through. The plaza has changed for the assembly of people. In the plaza, going from the parking lot to the seating area you can go into or in front of the ceremony or walk in the grass and with the gazebo and there is a sidewalk. Morten wants to encourage everyone with iron in specials projects, come to the Budget Committee meetings. He said he wants them to come to meetings. it is important. Dunn asked Morten to please send this information. Belcher said he is hoping Dunn would come to the urban trail, maybe wait until the March meeting, and would like to go over the trail.

## NEW BUSINESS

John is resigning from Parks and Commission. Dunn said it is time to reelect chair and Vice Chair Dunn said she may put Pettit on chair.

Motion made by Commissioner Belcher to elect Pettit as the new Chair, Seconded by Commissioner Blumenthal.

Voting Yea: Commissioner Dunn, Commissioner Belcher, Commissioner Blumenthal, Commissioner Woodruff, Vice Chair Pettit, Commissioner Barlow, Commissioner Sundeen, Commissioner Lathrope

Motion made by Commissioner Woodruff to elect Sundeen as Vice Chair, Seconded by Commissioner Blumenthal.

Voting Yea: Commissioner Dunn, Commissioner Belcher, Commissioner Blumenthal, Commissioner Woodruff, Vice Chair Pettit, Commissioner Barlow, Commissioner Sundeen, Commissioner Lathrope

## DISCUSSION ITEMS

2. Field rentals and trade time for work

Duggan said that Girls Softball has not been charged to use the Boise fields and Campbell fields, they maintain them. but they now get charged \$5 for using them. There has been talk of trading work maintained for field use. What is the liability with this with volunteers? Maybe someone does something the Parks does not want done. Some examples are the Board had to come to the City or Parks staff and it is improved and then traded for field usage. Duggan feels like say someone puts in 80 hours to maintain, should they put that much. Is this something that should happen? Woodruff said there is a lot of time being put into making the fields look nice. They should get a discount or break. A Parks representative should set what it should look like. Duggan said that the rate is very small, 5 an hour, how much do we discount when it comes to having to use fertilizer and weeds. There used be a permit to use athletic fields, they were exclusive use permits and now they are no longer being used. Dunn mentioned she thought this was settled and Duggan is going to investigate it more. She said this needs to be updated along with the special use permit needing to be updated.

3. Talk about how to post an area that is fragile and trying to be restored

Blumenthal wants this to be solely done. He said there is a camas bluff that people are laying in. Blumenthal has mowed it; the camas is starting to grow and how to post that camas is fragile and it needs to be marked that it is sensitive. Blumenthal states that he wants to preserve the camas fields. Pettit said that there could be signs that say, "do not disturb". If citizens are not abiding, then they'll need more signage. Morten asked if the camas bulbs could be transported to other areas, some of it would have to be sacrificed and replanted or to start new development. Morten thinks it's good to regulate people in the Nature Park. Blumenthal mentioned that camas likes growing in shallow soil with rock underneath, maybe build a boardwalk and that'd keep people off the ground and walking in the wrong areas. Belcher said he did not like that the camas meadow near the highway and replaced with bark. Belcher takes camas and has planted it in his yard. Belcher said if you want to transplant it but do so with expert assistance. Pettit said to try called Lana Pierce they will know how to properly do that. Morten said a sign stating "sensitive areas, please stay on path" Pettit got a donation for the signs. Duggan said she'll have a budget meeting and can investigate more signs for Nob Hill during 2022 and 2023. Belcher said next time there is a budget committee he would like to take part. He will find out when it is, and he'll keep Blumenthal and Dunn in the loop. Blumenthal said he's been moving gravel into the park. Blumenthal also said April 2nd is the next work party and Emily Martin will be doing a section of it. April the 3rd will have Native Plants Society come out and look. Blumenthal found out that there are some students from PSU that makes maps and we've been talking to Dimsho and Duggan about getting a rough draft of Nob hill. Woodruff is asking about how Brewington is and if we can just choose the person form last opening. Lathrope is asking about signs, will it be something they'll look at shortly. Lathrope would like to donate a couple 100s to the project,

## ADJOURNMENT

5:35 p.m.

# City of St. Helens

## *Consent Agenda for Approval*

### CITY COUNCIL MINUTES

Presented for approval on this 6<sup>th</sup> day of April, 2022 are the following Council minutes:

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2022

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- South County Leadership Collaborative Special Session Minutes dated March 3, 2022

**After Approval of Council Minutes:**

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

## South County Leadership Collaborative

Thursday, March 3, 2022

6:00 - 8:00 p.m.

Community Center

2625 Gable Road

St. Helens, OR 97051

### Special Session Minutes

March 3, 2022

**Columbia County Commissioners Present:** Henry Heimuller

**St. Helens Council Members Present:** Rick Scholl, Mayor  
Jessica Chilton, Councilor  
Steve Topaz, Councilor

**Scappoose Council Members Present:** Megan Greisen, Councilor  
Tyler Miller, Councilor  
Josh Poling, Councilor  
Brandon Lesowske, Councilor  
Peter McHugh, Councilor

**Port of Columbia County Commissioners Present:** Nancy Ward, Commissioner

**Columbia River People's Utility District Directors Present:** Neal Sheppard, Director  
Craig Melton, Director

Meeting came to order at 6:05 p.m.

1. Welcome & Opening Comments – Columbia County Public Works Director, Michael Russell
2. Report on priority area activities: Infrastructure, Tourism, Industrial Recruitment, Marketing (presentation attached)
3. South County Priorities Exercise: Strength Weakness Opportunities Threats (SWOT) – Columbia River PUD General Manager Michael Sykes provided an overview of the structure and purpose of the exercise. The group was asked to offer items in each category, then to mark items as their top three priorities. (for ease of reading, items with more than five dots are highlighted)

<b>Strengths</b>	<b>count</b>	<b>Opportunities</b>	<b>count</b>
<ul style="list-style-type: none"> <li>• River</li> <li>• Proximity to PDX</li> <li>• Agriculture</li> <li>• Availability to supply utilities</li> <li>• Outdoor recreation</li> <li>• Weather</li> <li>• Airport</li> <li>• Cheap electricity</li> <li>• PCC</li> <li>• Livability</li> <li>• Available industrial land</li> <li>• Safe neighborhoods</li> <li>• Good schools</li> <li>• Rail, highway</li> <li>• Affordability</li> <li>• Good workforce</li> <li>• Supportive community</li> <li>• Proximity to Coast and Mt. Hood</li> <li>• Collaborative leadership</li> <li>• Proximity to Intel</li> </ul>	7 2 2 4 5 2 2 7 1 2 2 1 1 1 1 1 1 1	<ul style="list-style-type: none"> <li>• Lobby for OR business</li> <li>• Marketing program for region</li> <li>• Proximity to PDX – attract business</li> <li>• University system support industrial development</li> <li>• Business recruitment</li> <li>• Collaboration</li> <li>• Ferry to St. Helens</li> <li>• South County transportation improvement plan</li> <li>• Tourism (include: outdoor rec., agriculture, signature event/festival, hotel, RV options)</li> <li>• St. Helens Riverfront development</li> <li>• Scappoose Airport</li> <li>• Local Hospital</li> <li>• Affordable real estate</li> <li>• EV Charging infrastructure</li> <li>• Supporting industry</li> <li>• Business retention</li> <li>• Fairgrounds</li> <li>• High wage jobs</li> <li>• More support for public transportation</li> <li>• Law enforcement support</li> </ul>	1 6 1 1 1 5 2 1 4 1 6 1 6 1 6

DRAFT

Weaknesses		count	Threats	Item #9.
• Vehicle congestion		1	• Cascadia	3
• No Hospital		4	• Crime	1
• Limited tech		2	• Proximity to PDX, homelessness	3
• Bedroom community		1	• Limited police and first responders	
• Drugs			• Train hazards	2
• Lack of affordable housing		5	• River emergency response	
• No technical training			• Russia, China	1
• Potential for too many trains		1	• Flooding	
• Public access to the river		1	• Gentrification	
• Proximity to PDX		1	• Transients on the river	
• Retention of workforce		6	• Lack of a hospital	6
• Lack of regional identity		1	• Pandemic	
• Lack of retail		5	• Failing infrastructure	6
• Grant criteria issues		1	• Wildfires	
• Lack of state level marketing		2	• Climate change	3
• Cities divided by rail and highway		1	• Fuel prices	2
• Floodplain restrictions			• Lack of funding	2
• Lack of youth recreation			• Retirement of city staff	
• BPA transmission capacity			• Lack of qualified employees	3
• OR land use law		1	• Online retail	1
• Past industry history			• Childcare infrastructure	2
• State regulation on business				
• Lack of childcare		4		

4. Next Steps - Michael Sykes. The notes will be prepared and distributed to all participants. The Boards and Commissions will evaluate and make any additional comments. Staff leaders will also review, evaluate, and make additional comments. Elected and staff leaders are encouraged to evaluate strategies and tactics already in use to move the identified priorities forward.

In the next three months, action plans will be reviewed and updated to reflect this exercise. Staff leadership will continue to meet, align efforts, and support each other.

Respectfully submitted by Rachael Barry, Government Affairs Specialist.

ATTEST:

\_\_\_\_\_  
Rachael Barry, Government Affairs Specialist

\_\_\_\_\_  
Rick Scholl, Mayor

# South County Coalition



1

## Meeting Purpose

- Initiative refresh
- Update on progress
- Regional priority exercise
- Discuss next steps

2

## Participants/Contributors

Mike McGlothlin - Columbia City  
 Alex Rains - City of Scappoose  
 John Walsh, Rachael Barry - City of St. Helens  
 Mike Russell, Holly Miller - Columbia County  
 Sean Clark, Amy Bynum, Gina Sisco - Port of Columbia County  
 Paul Vogel, Wela Negelspach - Columbia Economic Team  
 Michael Sykes - Columbia River People's Utility District

Supporting Partners: Columbia Pacific Economic Development District  
 Governor's Regional Solutions North Coast Team

3

## Why?

Value Statement:  
 Close geographic proximity and similar community and economic development needs and issues indicate an opportunity to increase south Columbia County communication and collaboration.



4



## Elected Leaders Meeting, February 2020

### Strengths

- Available Industrial Land
- Regional Airport
- Higher Ed & OMIC
- Recreation opportunities (trails, Columbia River, natural environment)

### Opportunities

- Jointly market the region
- Develop infrastructure
- Tourism - regional recreation destination
- Develop marketable industrial properties

### Weakness

- Transportation System
- Out-Commute by residents
- Rail bisects towns/other rail concerns
- Lack of industry & local jobs

### Threats

- Lack of regional transportation corridor
- Out commute threat to local business, volunteerism, taxes, transportation

5

## Status -- What's happened since

- From the SWOT, Staff leaders identified 4 priorities
- Criteria: Serves the South County region, work already in progress, impact, building blocks
- Monthly: Meetings focused on developing action plans, identifying gaps, coordinating efforts, sharing updates, improving collaboration and relationships
- Now: Update to elected leaders on priority initiative status, momentum and next steps

6

## Infrastructure - Lead, Mike Russell (Columbia County)

- **Purpose**
  - There are common infrastructure priorities that partners can develop and champion jointly. This will help regional efforts to focus on key infrastructure improvements that demonstrate strong partnership for any funding opportunities.
- **Identified Objectives/Projects with updates**
  - Rail Corridor Study
  - Broadband Initiative
- **Infrastructure Investment and Jobs Act (IIJA)**
  - Preparing to participate and apply for funds under all the various grant programs will be a priority.

7

## Infrastructure

- **Infrastructure Investment and Jobs Act (IIJA) Opportunities**

### Funding Overview

- **\$40 Billion** for Bridges
- **\$8 Billion** for Infrastructure for Rebuilding America (INFRA) which supports freight and highway projects of regional and national significance
- **\$7.5 Billion** for Rebuilding American Infrastructure Sustainably and Equitably (RAISE) grants—a competitive grant program (formerly BUILD and TIGER) which provides funding for road, rail, transit, and other surface transportation of local and/or regional significance. Selection criteria includes safety, sustainability, equity, economic competitiveness, mobility, and community connectivity.
- **\$5 Billion** for Megaprojects



8

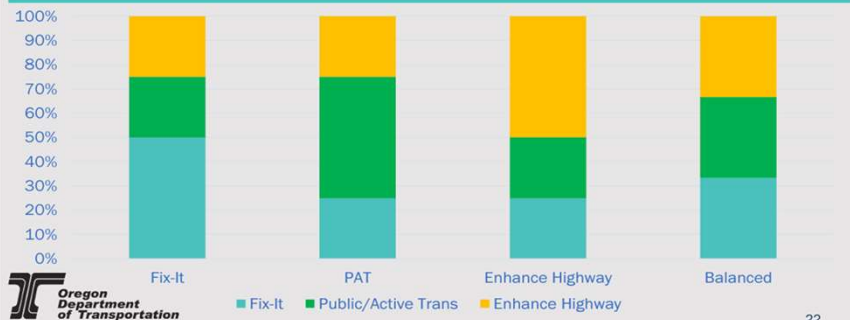
## Infrastructure

- Infrastructure Investment and Jobs Act (IIJA) Opportunities

Oregon Transportation Commission currently taking input on how to utilize IIJA flexible funds in Oregon (\$1.2 Billion total)

### IIJA Flexible Funding Scenarios

Net of \$198 million setaside for ADA, match, O&M, Business & Workforce, and climate planning



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## Infrastructure

- Infrastructure Investment and Jobs Act (IIJA) Opportunities

<https://www.oregon.gov/odot/Get-Involved/Pages/OTC-Comments.aspx>

### Timeline and Process for Funding Allocation

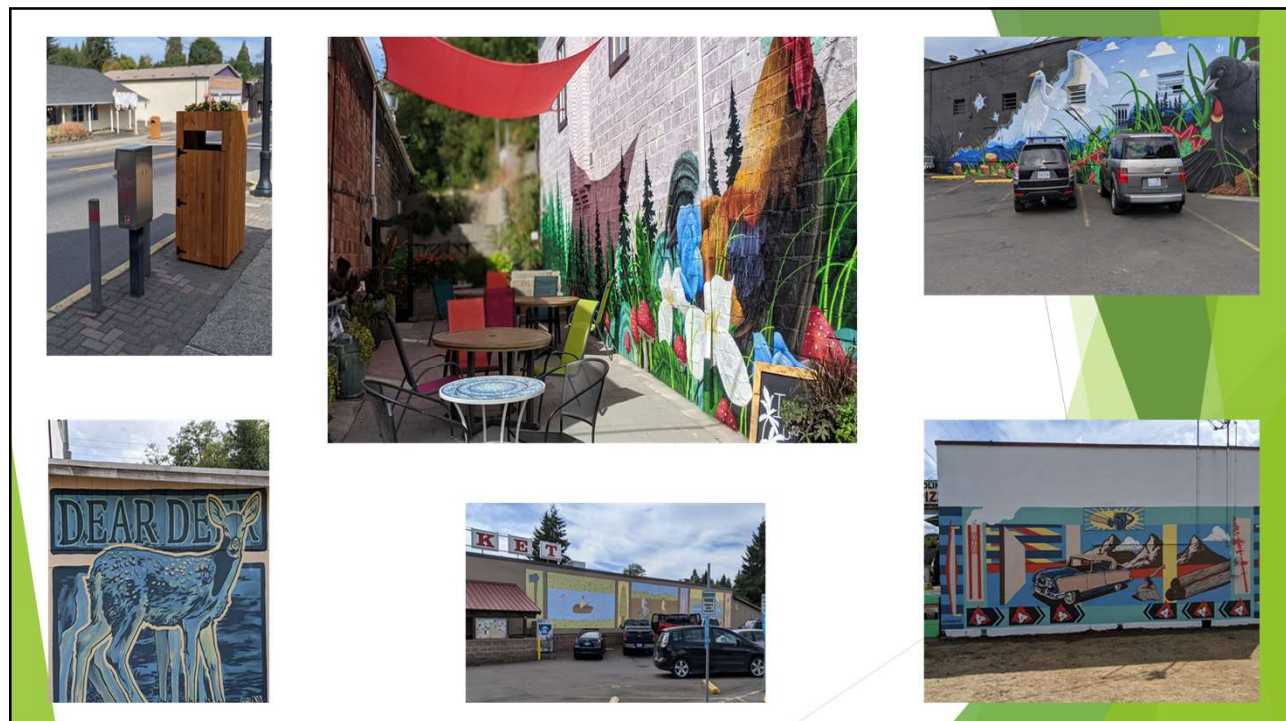
Jan 20	OTC receives proposal, provides feedback and takes public comment
Feb	Public comment period on funding options
Feb 17	OTC meeting on IIJA, focused on new programs
March 10	OTC receives public comment on funding options and provides feedback
March 30	OTC approves funding allocation
April	Project selection begins

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## Tourism - Lead, Columbia Economic Team (CET)

- **Purpose**
  - Countywide Tourism promotion
  - Destination and asset development
  - CET is the designated Destination Management Organization (DMO) by Travel Portland and Travel Oregon
- **Historical Key actions**
  - Destination Development Plan was created in 2018 with clear plan of action
    - Waterfront Development and Trails were the highest rated “needs” in a County-wide survey
  - In 2020, work continued on CZ Trail Development
    - Informational kiosks we completed on the 25 miles of County portion of the trail
  - 2021 Secured grant funding for Destination Asset Development
    - \$66,000: Vernonia Main Street Beautification
      - 7 Building wall murals, lightpost irrigation/hanging baskets, pocket gardens, ADA/planter waste receptacles throughout downtown
    - \$28,000 Columbia County Bike Hub Stations
      - Bike stations built in Clatskanie, Rainier, Scappoose and Vernonia
      - Kiosks with historical and informational signage
      - Four new family-friendly “Ride w/GPS” routes
  - 2021/22: Applied and accepted to Travel Oregon Destination Ready Grant Program

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## Tourism - Lead, CET

- **Current Challenges**
  - Funding:
    - Low historic in-county tourism revenue
      - Most revenue comes from Transient Lodging Tax (TLT)
      - No Countywide TLT tax
      - Small number of lodgings
    - Full effects from Covid-19 is now being felt as the TLT receipts are being calculated for the previous year.
- **Next steps/deliverables**
  - Underway in stakeholder driven Travel Oregon Destination Ready Grant Program
    - One of only 11 DMO's awarded
    - Establish priorities, identify funding partner with Travel Oregon
  - Boost local livability
  - Bolster key tourism products and experiences
  - Continue to adapt and utilize outdoor recreation partnerships
  - Exploring Food Network partnership with Oregon Coast Visitor's Association (OCVA)
    - Support local growers by developing a "food trail" and supply network
  - Maintain strong role in Regional and Statewide Travel Oregon network
  - Partner with Keep It Local
    - New web aggregator/directory website
    - Digital literacy

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## Industrial Recruitment - Lead, Port of Columbia County

- **Scappoose Airport**
  - Rebranded from Scappoose Industrial Airpark
  - New 31,500 SF building with hangar / office space available for lease
  - Marketing several light industrial sites for lease, both inside and outside the airport fence
- **McNulty Industrial Park**
  - Possible Spec Building / build-to-suit opportunities being explored
- **Multnomah Industrial Park**
  - Working with tenants for possible expansions
- **Milton Creek Industrial Park**
  - New property acquisition on Port Avenue

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## Future Vision

- **Scappoose Airport**
  - Aerospace and supplier recruitment
  - Resiliency & sustainability investments
- **Supporting strategic growth of existing tenants**
- **Ramp up outbound marketing efforts (tradeshows, summits, etc.)**

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## Identified Objectives/Projects: Industrial Land Inventory

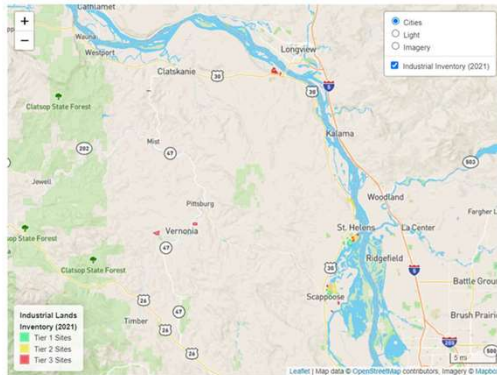
- Inventory the supply of available industrial land throughout Columbia County
- \$47,500 project (funded by the Port, CRPUD, and the City of Scappoose)
- Identified **33** industrial sites and analyzed for development readiness
  - Tier 1: Development ready within 6 months (**7** sites)
  - Tier 2: Development ready in 7 to 30 months (**12** sites)
  - Tier 3: Sites requiring more than 30 months (**14** sites)

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## Identified Objectives/Projects: Industrial Land Inventory

- Data displayed in an online map of available industrial sites with tiers
- Final report and web map will be available on CET and Port websites
- **Virtual Open House - Thursday, March 10 at 6:00 PM**



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## Identified Objectives/Projects: Rail Safety & Mobility Study

- The Port partnered with the Cities of Scappoose, St. Helens, Columbia City, and Clatskanie; Columbia County; Columbia Economic Team; Global Partners; and NEXT Renewable Fuels to commission a study evaluating at-grade crossings within the county rail corridor
- Goal is to develop a list of top priority crossings and improvement concepts for future design and construction with potential funding sources
- Phase 1 - the "Rail Safety & Mobility Study Existing Conditions Report" - Released in November 2021
- Phase 2 - the "Rail Safety and Mobility Action Plan" - Expected in April 2022
- More info at [www.portofcolumbiacounty.org](http://www.portofcolumbiacounty.org)

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## County Marketing/Brand Development - Lead, CET

- **Identified Objectives/Projects**
  - County-centric development of long-term, holistic regional image/identity/story that translates to a brand
  - Marketing strategy, execution/implementation
- **2022 Update**
  - 2021 pivot
    - Funding eligibility
    - Build-ready lands
    - Manufacturing/Advanced focus
- **Key actions**
  - CET re-brand, website
  - Industrial Lands Inventory
  - Nation, state, region, local focus on strengths & attributes: Manufacturing, Advanced/Additive Manufacturing, OMIC
  - Oregon Issue: Site Selector Magazine; the start
  - Collaboration of key stakeholders around investment, job creation, workforce strengths
    - OMIC, PCC/OMIC, Northwest Oregon Works (NOW), NW STEM Hub, Regional Solutions, OMEPS, CRPUD, City of Scappoose, Manufacturing Council of Oregon, Business Oregon

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## Advance Your Manufacturing in Oregon's Columbia County

**What's home to an innovative advanced manufacturing center set within more than 250 acres of prime industrial land, a unique workforce training center, partnership mentality, attractive tax incentives, growing neighborhoods and world-class outdoor recreation – all within 25 miles of a bustling downtown?**

**There's only one answer: Columbia County, Oregon and, specifically, the southern county around the city of Scappoose and the Oregon Manufacturing Innovation Center.**

Long known for its history of manufacturing, forest products and agriculture, Columbia County today is poised for a boom that's anchored in tradition yet driven by cutting-edge technology and a surge of new faces who recognize the benefits of being near Portland and all its amenities.

"Our area presents an incredible amount of opportunity," says Paul Vogel, executive director of the Columbia Economic Team. "Our primary advantages are location, available land, an advanced manufacturing R&D center and robust partnerships around workforce and training. Columbia County has a lot to offer companies looking to expand or relocate."

**An innovative economic engine**

At the center of all this opportunity in Columbia County is the Oregon Manufacturing Innovation Center Research & Development (OMIC R&D). OMIC R&D, its 39 industry members from around the globe, three research universities and the state of Oregon have created a collaborative space where subject matter experts and thought leaders come together to solve production challenges and create opportunities for manufacturing to grow and innovate. OMIC has intentionally become a regional economic engine to drive innovation in a place where businesses can build and grow.

As part of the OMIC initiative, Portland Community College has opened the OMIC Training Center, which enables the next generation of machinists, programmers and welders to get the skills that industry needs. The Training Center's focus on being responsive to industry has sparked the creation of certificates in discrete skill sets to provide learners targeted training to get them on the production floor. And with access to OMIC R&D, students are exposed to the newest developments in manufacturing processes and technology, while businesses get well-trained employees with a solid work ethic.

"OMIC was created to spur innovation, foster collaboration and evolve education in advanced manufacturing," says Craig Campbell, Executive Director of OMIC R&D. "In the four years since we opened, we have gained a reputation as a place that makes things happen. We have far exceeded expectations and have had a tremendous

impact on the region. When combined with the other initiatives taking place in Columbia County and Scappoose, we are creating a powerhouse of innovation. And we have only begun to tap the tremendous potential of this community."

**Land of opportunity**

In the Portland region, available land can be hard to come by. But in Scappoose, more than 250 acres of developable land were prepared for new manufacturing investment. The community, and the land, are near all modes of transport, including rail, air, maritime and interstate. The sites are energized by renewable natural gas and emission-free hydroelectricity and is ideal for small to medium size manufacturers and allied businesses.

The land also sits within the South Columbia County Enterprise Zone, which offers attractive property tax incentives on new investments. Local officials and agencies can also help coordinate financing tools and apply infrastructure incentives for businesses developing here.

"We have access to a range of tools and incentives that can make it even more appealing to locate here, but more importantly, we have partners that work together to make good things happen," says Alexandra Rains, Scappoose City Manager.

**Ready to thrive**

As Portland's popularity has risen, so too have folks looked to Columbia County as a place for escaping the big city while keeping its amenities close by. Less than 25 minutes from downtown Portland, Scappoose and southern Columbia County offer a small-town, community-focused way of life. Housing is accessible, cost of living is affordable and the outdoor lifestyle is embodied by Columbia River water trails and the 23-mile Crown Z Trail.

Add in the area's development capacity and the unique opportunities provided by OMIC, and advanced manufacturing has an exciting new home in southern Columbia County.

"We've been preparing this place as an advanced manufacturing cluster, and we're looking forward to watching it thrive," says Michael Sykes, local community leader and CEO of Columbia River PUD. "We are primed and ready for new and expanding manufacturers to start their next phase of business, right here in Columbia County."

**From a surprising availability of industrial land to an innovative manufacturing hub and a small-town vibe, great opportunity abounds in Oregon's Columbia County**

- 250+ acres of developable land
- Home of the Oregon Manufacturing Innovation Center R & D
- Rail, maritime, air and interstate transportation
- Just 25 minutes from downtown Portland
- Generous tax incentives and programs for new development
- Robust partnerships around workforce and training
- Learn more and reach us at [www.columbiaeconomicsteam.com](http://www.columbiaeconomicsteam.com)

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## County Marketing/Brand Development - Lead, CET

- **To do:**
  - Collaborative Advanced Manufacturing incubation development, marketing
  - Collaborative & coordinated advanced Manufacturing workforce development/marketing
  - Asset assessment and gathering
  - Data gathering/analysis
  - Eventual integration of Tourism, Industrial Recruitment, and Workforce initiatives
- **Challenges:**
  - Community image versus business recruitment image: Not identical though don't conflict - lead with strengths
  - Adequate unrestricted funding; collaborative, focused creative process
- **Timeline:** Underway; 4 - 8 months
- **Immediate request:** Consider/recommend additional local government, private and external funding sources

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## Collective Benefits

- **Ensure:** communication, coordination, collaboration
- **Integrate:** efforts, deliverables, results
- **Share:** responsibility, accountability, success
- **Deliver:** maximum effectiveness

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Questions, Feedback

Thank you!

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

## OLCC LICENSES

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

### 2022 RENEWALS

<b><u>Licensee</u></b>	<b><u>Tradename</u></b>	<b><u>Location</u></b>	<b><u>Purpose</u></b>
C.J. Eateries LLC	Lori's Lounge	2296 Gable RD	Renewal
Cravings Cigs & Vape #3 LLC	Cravings Cigs & Vape	335 S Columbia River HWY	Renewal
MOD Super Fast Pizza LLC	MOD Super Fast Pizza	2298 Gable RD #110	Renewal
Oregon Trail Lanes Inc	Oregon Trail Lanes	735 Columbia River HWY	Renewal
Running Dogs Brewery LLC	Running Dogs Brewery	34996 Roberts LN	Renewal
Running Dogs Brewery LLC	Running Dogs Brewwery	289 & 291 S 1 <sup>st</sup> ST	Renewal
Tap Into Wine LLC	Big River Taproom	313 The Strand St STE A &B	Renewal
Wilson Oil Inc	St Helens Chevron Food Mart	115 HWY 30	Renewal
Zhen's Chinese Restaurant	Zhen's Chinese Restaurant	1671 Columbia BLVD	Renewal
Lotus of Bangkok LLC	Lotus of Bangkok LLC	295 Strand St	Renewal
Guitron-Galvan INC	El Tapatio Restaurant	2105 Columbia Blvd	Renewal
In Time INC	Dockside Steak & Pasta	343 S 1 <sup>st</sup> St	Renewal
Zatterbergs Market	Zatterbergs Market	770 West St	Renewal

### 2022 NEW OWNERS

*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.*

<b><u>Licensee</u></b>	<b><u>Tradename</u></b>	<b><u>Location</u></b>	<b><u>Purpose</u></b>
Mister Goose LLC	Mister Goose	58499 Columbia BLVD	Change Owner



St. Helens, OR

# Expense Approval Register

Packet: APPKT00516 - AP 3.30.2022

Item #11.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
WILBUR-ELLIS COMPANY LLC	14829660	03/18/2022	SEED	100-708-52001	914.30
SIERRA SPRINGS	21814586030522	03/18/2022	WATER BOTTLED COURT / UB ...	100-715-52001	91.10
PAULSON PRINTING CO.	270	03/18/2022	POSTERS	100-705-52001	186.50
INGRAM LIBRARY SERVICES	58137060	03/18/2022	BOOKS 20C7921	100-706-52033	56.69
TROTTER & MORTON FACILITY ..	79279	03/18/2022	C10000 MAINTENANCE AGRE...	100-715-52023	464.00
TROTTER & MORTON FACILITY ..	79288	03/18/2022	C10630 MAINTENANCE AGRE...	100-715-52023	1,716.75
OREGON DEPARTMENT OF RE...	FEB 2022	03/18/2022	STATE DUII DIVERSION	100-000-20700	1,275.00
OREGON DEPARTMENT OF RE...	FEB 2022	03/18/2022	STATE DUII CONVICTION FEE	100-000-20700	981.00
OREGON DEPARTMENT OF RE...	FEB 2022	03/18/2022	UNITARY	100-000-20700	31.54
OREGON DEPARTMENT OF RE...	FEB 2022	03/18/2022	STATE MISD	100-000-20800	235.00
OREGON DEPARTMENT OF RE...	FEB 2022	03/18/2022	LEMLA	100-000-20800	6.00
OREGON DEPARTMENT OF RE...	FEB 2022	03/18/2022	STATE COURT FACILITY	100-000-20800	11.00
OREGON DEPARTMENT OF RE...	FEB 2022	03/18/2022	MISD SURCHARGE	100-000-20800	6.48
OREGON DEPARTMENT OF RE...	FEB 2022	03/18/2022	STATE VIOLATION	100-000-20800	916.93
OREGON DEPARTMENT OF RE...	FEB 2022	03/18/2022	STATE	100-000-20800	50.00
PORTLAND GENERAL ELECTRIC	INV0002438	03/18/2022	0153585940	100-709-52003	163.89
PEAK ELECTRIC GROUP LLC	24046	03/22/2022	ELECTRICAL WORK PD	100-705-52023	248.91
NW NATURAL GAS	3.15.2022	03/22/2022	5638	100-705-52003	107.50
NW NATURAL GAS	3.15.2022	03/22/2022	7673	100-706-52003	709.02
NW NATURAL GAS	3.15.2022	03/22/2022	3047	100-708-52003	90.62
NW NATURAL GAS	3.15.2022	03/22/2022	8563	100-708-52003	15.40
NW NATURAL GAS	3.15.2022	03/22/2022	0109	100-709-52003	392.01
NW NATURAL GAS	3.15.2022	03/22/2022	5285	100-715-52003	129.46
NW NATURAL GAS	3.15.2022	03/22/2022	2848	100-715-52003	98.08
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	150 S 13 ST POLICE STATION 7...	100-705-52003	504.68
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	150 S 13TH ST- POLICE	100-705-52003	178.25
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	375 S 18TH ST COLUMBIA CEN...	100-706-52003	687.17
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	265 STRAND ST. - SPLASH PAD...	100-708-52003	29.22
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	120 WHITE WAY - WALNUT TR...	100-708-52003	28.28
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	200 N RIVER ST - GREY CLIFFS ...	100-708-52003	83.56
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	162 MCMICHAEL ST - CAMPBE...	100-708-52003	118.64
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	264 STRAND ST- COL VIEW PA...	100-708-52003	67.06
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	475 S 18TH ST	100-708-52003	188.32
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	54.13
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	200 N 7TH ST - PARK	100-708-52003	28.28
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	299 N 6TH ST - PARKS	100-708-52003	28.28
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	475 S 18 ST METER 10220167	100-708-52003	129.86
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	475 S 18TH ST	100-708-52003	155.77
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	475 S 18TH ST- MCCORMICK E...	100-708-52003	28.51
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	475 S 18TH ST - MCCORMICK ...	100-708-52003	69.67
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	2625 GABLE RD REC CENTER	100-709-52003	139.94
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	277 STRAND ST -	100-715-52003	29.85
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	265 STRAND ST- CITY HALL UP	100-715-52003	146.40
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	265 STRAND ST- CITY HALL MA...	100-715-52003	785.59
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	275 STRAND ST- CITY HALL UB ...	100-715-52003	112.13
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	277 STRAND ST- CITY HALL UB...	100-715-52003	76.84
MIDWEST TAPE	501770800	03/22/2022	DVD / ABD 2000010011	100-706-52035	19.98
MIDWEST TAPE	501807964	03/22/2022	DVD / ABD 2000010011	100-706-52034	38.97
MIDWEST TAPE	501807966	03/22/2022	DVD / ABD 2000010011	100-706-52034	84.96
INGRAM LIBRARY SERVICES	58217025	03/22/2022	BOOKS 20C7921	100-706-52033	22.20
INGRAM LIBRARY SERVICES	58217026	03/22/2022	BOOKS 20C7921	100-706-52033	191.97
INGRAM LIBRARY SERVICES	58217027	03/22/2022	BOOKS 20C7921	100-706-52033	581.26
INGRAM LIBRARY SERVICES	58217028	03/22/2022	BOOKS 20C7921	100-706-52033	12.72

## Expense Approval Register

Packet: APPKT005

Item #11.

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INGRAM LIBRARY SERVICES	58303425	03/22/2022	BOOKS 20C7921	100-706-52033	101.02
INGRAM LIBRARY SERVICES	58303426	03/22/2022	BOOKS 20C7921	100-706-52033	64.65
INGRAM LIBRARY SERVICES	58303427	03/22/2022	BOOKS 20C7921	100-706-52033	53.66
INGRAM LIBRARY SERVICES	58303428	03/22/2022	BOOKS 20C7921	100-706-52035	26.68
CINTAS	8405602525	03/22/2022	CITY HALL FIRST AID CABINET ...	100-715-52001	118.32
METRO PRESORT	IN641899	03/22/2022	UB BILL PRINTING	100-707-52008	3,728.19
RAGNASOFT INC	RSI-0006675	03/22/2022	PLANIT POLICE 1 YEAR SUBSC.	100-705-52019	1,485.00
PITNEY BOWES INC	1020257323	03/24/2022	POSTAGE METER	100-715-52001	156.00
NW NATURAL GAS	3.16.2022	03/24/2022	5430	100-709-52003	692.79
EASYPERMIT POSTAGE	INV0002442	03/24/2022	POSTAGE	100-707-52009	1,000.00
COLUMBIA COUNTY COMM. J...	20222CSH	03/25/2022	WORK CREW PARKS	100-705-52019	750.00
OREGON HUMANE SOCIETY	3.14.2022	03/25/2022	RESTITUTION COLE SNIDER	100-000-21000	25.00
LISA STOCKWELL	3.18.2022	03/25/2022	RESTITUTION COLE SNIDER	100-000-21000	50.00
INGRAM LIBRARY SERVICES	58137058	03/25/2022	BOOKS 20C7921	100-706-52033	56.08
INGRAM LIBRARY SERVICES	58137059	03/25/2022	BOOKS 20C7921	100-706-52033	437.57
INGRAM LIBRARY SERVICES	58137061	03/25/2022	BOOKS 20C7921	100-706-52033	18.19
INGRAM LIBRARY SERVICES	58137062	03/25/2022	BOOKS 20C7921	100-706-52033	19.05
TRUVIEW BSI	720007397	03/25/2022	REPORT CHARGES	100-708-52014	112.50
DAWN RICHARDSON - AP	INV0002444	03/25/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	32.18
NATIONAL BUSINESS FURNITU...	MK575051	03/25/2022	TABLE MODESTY PANEL DUAL...	100-707-52001	1,207.90
<b>Fund 100 - GENERAL FUND Total:</b>					<b>23,654.45</b>

## Fund: 201 - VISITOR TOURISM

NW NATURAL GAS	3.15.2022	03/22/2022	9614	201-000-52003	306.90
NW NATURAL GAS	3.15.2022	03/22/2022	7764	201-000-52003	87.35
COLUMBIA RIVER PUD	3.18.2022	03/22/2022	94111	201-000-52003	171.82
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>566.07</b>

## Fund: 202 - COMMUNITY DEVELOPMENT

MASON BRUCE & GIRARD INC	30369	03/22/2022	FOREST MANAGEMENT 01031...	202-724-52019	2,674.43
COLUMBIA COUNTY TRANSFER..	7755	03/22/2022	DUMP FEES ACCT 0017	202-722-52019	134.01
COLUMBIA COUNTY TRANSFER..	7755	03/22/2022	DUMP FEES ACCT 0017	202-722-52019	65.14
COLUMBIA COUNTY TRANSFER..	7755	03/22/2022	DUMP FEES ACCT 0017	202-722-52019	243.82
COLUMBIA COUNTY TRANSFER..	7755	03/22/2022	DUMP FEES ACCT 0017	202-722-52019	135.87
COLUMBIA COUNTY TRANSFER..	7755	03/22/2022	DUMP FEES ACCT 0017	202-722-52019	148.90
COLUMBIA COUNTY TRANSFER..	7755	03/22/2022	DUMP FEES ACCT 0017	202-722-52019	113.53
COLUMBIA COUNTY TRANSFER..	7755	03/22/2022	DUMP FEES ACCT 0017	202-722-52019	187.98
COLUMBIA COUNTY TRANSFER..	7755	03/22/2022	DUMP FEES ACCT 0017	202-722-52019	261.50
COLUMBIA COUNTY TRANSFER..	7755	03/22/2022	DUMP FEES ACCT 0017	202-722-52019	99.57
COLUMBIA COUNTY TRANSFER..	7755	03/22/2022	DUMP FEES ACCT 0017	202-722-52019	101.44
COLUMBIA COUNTY TRANSFER..	7755	03/22/2022	DUMP FEES ACCT 0017	202-722-52019	106.09
PORTLAND GENERAL ELECTRIC	INV0002440	03/22/2022	1650931000	202-722-52003	48.17
PORTLAND GENERAL ELECTRIC	INV0002441	03/22/2022	7357701000	202-722-52003	34.48
MAUL FOSTER ALONGI INC	46598	03/25/2022	BWP ON CALL SERVICES	202-726-52019	2,624.38
MAUL FOSTER ALONGI INC	46599	03/25/2022	WWTP LAGOON ON CALL SERV..	202-726-52019	2,332.50
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>9,311.81</b>

## Fund: 203 - COMMUNITY ENHANCEMENT

HOPE WIRTA	3.22.2022	03/22/2022	PAINTING CLASS 20 X 26	203-709-52028	520.00
TRUE POINT SOLUTIONS	22-0103	03/25/2022	DIGEPLAN IMPLEMENTATION	203-711-52028	900.00
ROBERT LOPRESTI	INV0002445	03/25/2022	PRESENTATION GENIAL GENE...	203-706-52078	100.00
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>1,520.00</b>

## Fund: 205 - STREETS

DAVID EVANS AND ASSOCIATE...	506009	03/18/2022	COLUMBIA BLVD. SIDEWALK R...	205-000-53001	179.76
PORTLAND GENERAL ELECTRIC	INV0002439	03/18/2022	4854421000	205-000-52003	42.50
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	50.38
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	2198 COLUMBIA BLVD - SIGNAL	205-000-52003	43.50
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	1800 COLUMBIA BLVD - SIGNAL	205-000-52003	108.53
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	191 N MILTON WAY- LANDSC...	205-000-52003	28.59
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	1370 COLUMBIA BLVD.- FOUN...	205-000-52003	42.80
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	58651 COL HWY GATEWAY ART	205-000-52003	29.31
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	191 N MILTON WAY - SIGNAL	205-000-52003	39.13

## Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	265 STRAND ST	205-000-52003	3,747.81
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	715 S COLUMBIA RIVER HWY -...	205-000-52003	74.78
EAGLE STAR ROCK PRODUCTS ...	41007	03/24/2022	ROCK SHOP	205-000-52001	168.31
ULINE	145576604	03/25/2022	DELINEATOR POST	205-000-52019	232.39
<b>Fund 205 - STREETS Total:</b>					<b>4,787.79</b>

**Fund: 301 - STREETS SDC**

DAVID EVANS AND ASSOCIATE...	506009	03/18/2022	COLUMBIA BLVD. SIDEWALK R...	301-000-53001	179.76
<b>Fund 301 - STREETS SDC Total:</b>					<b>179.76</b>

**Fund: 601 - WATER**

EJ USA INC	110220004709	03/18/2022	CONTE	601-000-53001	2,913.46
SUNSET AUTO PARTS INC - NA...	2.28.2022	03/18/2022	AUTO PARTS ACCT 6355	601-731-52001	79.49
WALKER CONSULTANTS	390013380001	03/18/2022	MG RESERVOIR LINER	601-000-53001	37,450.00
NW NATURAL GAS	3.15.2022	03/22/2022	2942	601-732-52003	428.09
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	1680 1 ST -	601-731-52003	2,108.01
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	END OF KESTREL VIEW DRIVE	601-731-52003	138.96
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	2300 STRAND ST - WELL 2	601-731-52003	581.07
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	35261 PITTSBURG RD- PW WA...	601-731-52003	31.01
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	62420 COLUMBIA RIVER HWY -...	601-731-52003	317.09
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	57500 OLD PORTLAND RD - W...	601-731-52003	92.39
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	1215 FOURTH ST - WFF	601-732-52003	5,124.28
LAWRENCE OIL COMPANY	CFSI-7392	03/22/2022	247752 WATER	601-732-52022	195.56
ONE CALL CONCEPTS INC	2020491	03/24/2022	REGULAR / MODEM DELIVERY ...	601-731-52019	48.06
EAGLE STAR ROCK PRODUCTS ...	41000	03/24/2022	ROCK UMATILLA	601-731-52001	168.07
ALEXIN ANALYTICAL	43468	03/24/2022	TESTING	601-731-52064	3,860.00
COLUMBIA RIVER MOTORSPO...	4382385	03/24/2022	PRESSURE WASHER HOSES	601-731-52001	119.98
SAMUEL ORTIZ-	INV0002443	03/24/2022	TRAINING MEALS REIMB	601-732-52018	29.04
NORTHSTAR CHEMICAL	218307	03/25/2022	SODIUM HYPOCHLORITE 12.5%	601-732-52083	779.20
TRUVIEW BSI	720007397	03/25/2022	REPORT CHARGES	601-731-52001	124.50
TRUVIEW BSI	720007397	03/25/2022	REPORT CHARGES	601-731-52001	85.00
<b>Fund 601 - WATER Total:</b>					<b>54,673.26</b>

**Fund: 603 - SEWER**

CENTURY LINK	3.2.2022	03/18/2022	688	603-736-52010	28.59
CENTURY LINK	3.2.2022	03/18/2022	488	603-736-52010	-107.52
CENTURY LINK	3.2.2022	03/18/2022	600	603-736-52010	22.60
CENTURY LINK	3.2.2022	03/18/2022	654	603-736-52010	22.60
CENTURY LINK	3.2.2022	03/18/2022	293	603-736-52010	22.60
CENTURY LINK	3.2.2022	03/18/2022	488	603-737-52010	-107.52
CENTURY LINK	3.2.2022	03/18/2022	600	603-737-52010	22.60
CENTURY LINK	3.2.2022	03/18/2022	654	603-737-52010	22.60
CENTURY LINK	3.2.2022	03/18/2022	688	603-737-52010	28.58
CENTURY LINK	3.2.2022	03/18/2022	293	603-737-52010	22.60
BRIDGE TOWER OPCO LLC	745330548	03/18/2022	SAN SEWER MAIN 3RD ST LEE ...	603-000-53001	675.18
NW NATURAL GAS	3.15.2022	03/22/2022	5750	603-736-52003	70.18
NW NATURAL GAS	3.15.2022	03/22/2022	5750	603-737-52003	70.19
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	240 CLARK ST PUMP STATION	603-735-52003	28.67
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	451 PLYMOTH ST - WWTP LA...	603-736-52003	1,405.70
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	451 PLYMOTH ST - WWTP LA...	603-737-52003	1,405.70
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	318 S 1ST ST- PS #1 8805564	603-738-52003	186.30
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	134 N 1ST- PS 2 8873519	603-738-52003	184.35
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	110 S 4TH ST - PS 3	603-738-52003	42.64
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	169 S 4TH ST WATER FLOW M...	603-738-52003	67.27
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	240 MADRONA CT	603-738-52003	193.01
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	58791 58725 COL RIV HWY P...	603-738-52003	80.10
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	58360 OLD PORTLAND RD - PS...	603-738-52003	218.31
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	35120 MAPLE ST. - PS 11	603-738-52003	150.13
HASA	803904	03/23/2022	MULTI CHLOR	603-736-52083	5,083.65
ONE CALL CONCEPTS INC	2020491	03/24/2022	REGULAR / MODEM DELIVERY ...	603-735-52019	48.06
PETERSON CAT	SW290074544	03/25/2022	TROUBLESHOOT GENERATOR	603-738-52001	1,397.91
<b>Fund 603 - SEWER Total:</b>					<b>11,285.08</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 605 - STORM</b>					
EAGLE STAR ROCK PRODUCTS ...	41016	03/24/2022	ROCK UMATILLA ST	605-000-52001	316.17
EAGLE STAR ROCK PRODUCTS ...	41025	03/24/2022	ROCK	605-000-52001	310.54
<b>Fund 605 - STORM Total:</b>					<b>626.71</b>
<b>Fund: 702 - INFORMATION SYSTEMS</b>					
COMCAST BUSINESS	142000282	03/18/2022	FIBER INTERNET ACCT 934571...	702-000-52003	4,551.59
CENTURY LINK	3.2.2022	03/18/2022	579	702-000-52010	45.20
CENTURY LINK	3.2.2022	03/18/2022	651	702-000-52010	-41.33
CENTURY LINK	3.2.2022	03/18/2022	162	702-000-52010	84.28
CENTURY LINK	3.2.2022	03/18/2022	967	702-000-52010	127.88
CENTURY LINK	3.2.2022	03/18/2022	130	702-000-52010	128.45
CENTURY LINK	3.2.2022	03/18/2022	798	702-000-52010	54.59
CENTURY LINK	3.2.2022	03/18/2022	818	702-000-52010	376.68
CENTURY LINK	3.2.2022	03/18/2022	131	702-000-52010	-59.78
CENTURY LINK	3.2.2022	03/18/2022	796	702-000-52010	41.44
CENTURY LINK	3.2.2022	03/18/2022	228	702-000-52010	86.64
CENTURY LINK	3.2.2022	03/18/2022	909	702-000-52010	89.16
CENTURY LINK	3.2.2022	03/18/2022	699	702-000-52010	321.54
VERIZON	9900729503	03/18/2022	CELL SERVICE ACCT 242060134..	702-000-52010	179.18
SOLUTIONS YES	INV310007	03/18/2022	CONTRACT PAYMENT C13259-...	702-000-52006	9.49
CENTURY LINK	3.5.2022	03/22/2022	632B	702-000-52010	40.32
MORE POWER TECHNOLOGY ...	13223	03/24/2022	MICROSOFT 365 BUS STANDA...	702-000-52006	1,988.00
CENTURY LINK BUSINESS SERV...	284659866	03/24/2022	ACCT 88035002	702-000-52010	164.29
QWEST DBA CENTURYLINK AC...	3263X204-S-22070	03/24/2022	5163X20453	702-000-52010	160.66
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>8,348.28</b>
<b>Fund: 703 - PW OPERATIONS</b>					
PAULSON PRINTING CO.	181	03/18/2022	BUS CARDS ALEX BIRD	703-733-52001	55.00
JORDAN RAMIS PC ATTORNEYS..	189396	03/18/2022	PUBLIC WORKS ENGINEERING	703-733-52019	600.00
SUNSET AUTO PARTS INC - NA...	2.28.2022	03/18/2022	AUTO PARTS ACCT 6355	703-734-52099	197.82
SUNSET AUTO PARTS INC - NA...	2.28.2022	03/18/2022	AUTO PARTS ACCT 6355	703-734-52099	30.28
MAILBOXES NORTHWEST	3.1.2022	03/18/2022	POSTAGE ACCT 4390	703-733-52019	34.64
NW NATURAL GAS	3.15.2022	03/22/2022	8675	703-734-52003	64.44
NW NATURAL GAS	3.15.2022	03/22/2022	7720	703-734-52003	16.06
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	650 OREGON ST -LEMONT PU...	703-734-52003	309.97
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	984 OREGON ST	703-734-52003	732.73
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	984 OREGON ST - PW SHOP	703-734-52003	31.02
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	1230 DEER ISLAND RD - PW	703-734-52003	114.74
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	265 STRAND ST. - DOCKS	703-734-52046	238.22
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	264 STRAND ST- COL VIEW PA...	703-734-52046	67.09
COLUMBIA RIVER PUD	3.16.2022	03/22/2022	264 STRAND ST- PARKS/ GAZE...	703-734-52046	39.60
COLUMBIA COUNTY TRANSFER..	7755	03/22/2022	DUMP FEES ACCT 0017	703-734-52019	20.47
COLUMBIA COUNTY TRANSFER..	7755	03/22/2022	DUMP FEES ACCT 0017	703-734-52019	18.61
LAWRENCE OIL COMPANY	CFSI-7392	03/22/2022	247748 PUBLIC WORKS	703-734-52022	2,109.81
LAWRENCE OIL COMPANY	CFSI-7392	03/22/2022	247750 PUBLIC WORKS	703-734-52022	105.12
TRUVIEW BSI	720007397	03/25/2022	REPORT CHARGES	703-733-52014	214.87
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>5,000.49</b>
<b>Fund: 706 - PUBLIC SAFETY</b>					
AKS ENGINEERING & FORESTRY	8041-02-01 -2	03/25/2022	KAster ROAD ST. HELENS	706-000-52019	17,900.00
<b>Fund 706 - PUBLIC SAFETY Total:</b>					<b>17,900.00</b>
<b>Grand Total:</b>					<b>137,853.70</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	23,654.45
201 - VISITOR TOURISM	566.07
202 - COMMUNITY DEVELOPMENT	9,311.81
203 - COMMUNITY ENHANCEMENT	1,520.00
205 - STREETS	4,787.79
301 - STREETS SDC	179.76
601 - WATER	54,673.26
603 - SEWER	11,285.08
605 - STORM	626.71
702 - INFORMATION SYSTEMS	8,348.28
703 - PW OPERATIONS	5,000.49
706 - PUBLIC SAFETY	17,900.00
<b>Grand Total:</b>	<b>137,853.70</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-20700	State Surcharge	2,287.54
100-000-20800	State Assessment Court	1,225.41
100-000-21000	Court Restitution Paymen...	75.00
100-705-52001	Operating Supplies	186.50
100-705-52003	Utilities	790.43
100-705-52019	Professional Services	2,235.00
100-705-52023	Facility Maintenance	248.91
100-706-52003	Utilities	1,396.19
100-706-52033	Printed Materials	1,615.06
100-706-52034	Visual Materials	123.93
100-706-52035	Audio Materials	46.66
100-707-52001	Operating Supplies	1,240.08
100-707-52008	Printing	3,728.19
100-707-52009	Postage	1,000.00
100-708-52001	Operating Supplies	914.30
100-708-52003	Utilities	1,115.60
100-708-52014	Recruiting Expenses	112.50
100-709-52003	Utilities	1,388.63
100-715-52001	Operating Supplies	365.42
100-715-52003	Utilities	1,378.35
100-715-52023	Facility Maintenance	2,180.75
201-000-52003	Utilities	566.07
202-722-52003	Utilities	82.65
202-722-52019	Professional Services	1,597.85
202-724-52019	Professional Services	2,674.43
202-726-52019	Professional Services	4,956.88
203-706-52078	Library Donations Expense	100.00
203-709-52028	Projects & Programs	520.00
203-711-52028	Projects & Programs	900.00
205-000-52001	Operating Supplies	168.31
205-000-52003	Utilities	4,207.33
205-000-52019	Professional Services	232.39
205-000-53001	Capital Outlay	179.76
301-000-53001	Capital Outlay	179.76
601-000-53001	Capital Outlay	40,363.46
601-731-52001	Operating Supplies	577.04
601-731-52003	Utilities	3,268.53
601-731-52019	Professional Services	48.06
601-731-52064	Lab Testing	3,860.00
601-732-52003	Utilities	5,552.37
601-732-52018	Professional Development	29.04
601-732-52022	Fuel	195.56
601-732-52083	Chemicals	779.20



**Account Summary**

Account Number	Account Name	Expense Amount
603-000-53001	Capital Outlay	675.18
603-735-52003	Utilities	28.67
603-735-52019	Professional Services	48.06
603-736-52003	Utilities	1,475.88
603-736-52010	Telephone	-11.13
603-736-52083	Chemicals	5,083.65
603-737-52003	Utilities	1,475.89
603-737-52010	Telephone	-11.14
603-738-52001	Operating Supplies	1,397.91
603-738-52003	Utilities	1,122.11
605-000-52001	Operating Supplies	626.71
702-000-52003	Utilities	4,551.59
702-000-52006	Computer Maintenance	1,997.49
702-000-52010	Telephone	1,799.20
703-733-52001	Operating Supplies	55.00
703-733-52014	Recruiting Expense	214.87
703-733-52019	Professional Services	634.64
703-734-52003	Utilities	1,268.96
703-734-52019	Professional Services	39.08
703-734-52022	Fuel	2,214.93
703-734-52046	Dock Services	344.91
703-734-52099	Equipment Operations	228.10
706-000-52019	Professional Services	17,900.00
	<b>Grand Total:</b>	<b>137,853.70</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	137,853.70
<b>Grand Total:</b>	<b>137,853.70</b>



St. Helens, OR

# Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
RUBENS LAWN SERVICE	0004675	03/10/2022	MONTHLY LAWN SERVICE	100-705-52023	80.00
ROSS RECREATION EQUIPMEN...	120457	03/10/2022	CABLE CORE CABLE	100-708-52001	233.40
SECURE PACIFIC CORPORATION	328190	03/10/2022	375 S 18TH ST PLUS DOOR SE...	100-706-52023	952.20
NORTHWEST DELI DISTRIBUTI...	453329	03/10/2022	LIN, GLOVES SOAP CLEANER	100-708-52001	2,003.33
BIO-MED TESTING SERVICES I...	90278	03/10/2022	PRE EMPLOYMENT TEST	100-702-52019	90.00
METRO PRESORT	IN641581	03/10/2022	MONTHLY E SERVICE CHARGES	100-707-52008	50.00
DAWN RICHARDSON - AP	INV0002433	03/10/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	32.18
ST. HELENS ELKS LODGE 1999	INV0002434	03/10/2022	SOCIAL GAMING LIC OVERPA...	100-000-35002	50.00
AT&T MOBILITY	02232022	03/11/2022	287302289330 POLICE PHONES	100-705-52010	1,663.71
STAPLES BUSINESS CREDIT	1640641307	03/11/2022	OFFICE SUPPLES	100-715-52001	737.13
ORKIN	223832556	03/11/2022	1810 OLD PORTLAND RD PEST ...	100-709-52023	152.00
ORKIN	225355382	03/11/2022	265 STRAND PEST SERVICE CIT...	100-715-52023	88.00
COLUMBIA FEED AND SUPPLY	26597	03/11/2022	PARKS POLE SAW	100-708-52001	59.99
ST. HELENS MARKET FRESH	715128	03/11/2022	HOT DOGS AND BUNS MC PAR...	100-703-52041	358.55
CINTAS	8405566505	03/11/2022	CITY HALL FIRST AID CABINET ...	100-715-52001	72.16
METRO PRESORT	IN641456	03/11/2022	UB BILL PRINTING	100-707-52008	470.70
DEPARTMENT OF TRANSPORT...	L0031806826	03/11/2022	DMV SERVICES ACCT 67431	100-705-52019	15.50
QUARANTO & ASSOCIATES LLC	01599	03/14/2022	COURT SERVICES LEGAL	100-704-52019	400.00
JORDAN RAMIS PC ATTORNEYS..	189394	03/14/2022	AUDIT	100-707-52019	78.00
JORDAN RAMIS PC ATTORNEYS..	189395	03/14/2022	EMPLOYMENT MATTERS	100-701-52019	5,080.49
JORDAN RAMIS PC ATTORNEYS..	189395	03/14/2022	EMPLOYMENT MATTERS	100-703-52019	1,835.00
DNA LABS INTERNATIONAL	22-1222	03/14/2022	DNA ANALYSIS	100-705-52019	1,790.00
PAULSON PRINTING CO.	237	03/14/2022	BUS CARDS	100-707-52001	55.00
ROSS DENISON LAW	3.10.2022	03/14/2022	PROFESSIONAL SERVICES COU...	100-704-52019	325.00
RICHARD E OBERDORFER	3.14.2022	03/14/2022	PRO TEM JUDGE 8HRS	100-704-52019	800.00
MATT BROWN-	3.16.2022	03/14/2022	CONF REIMB MILES / MEALS	100-707-52018	255.26
AMY LINDGREN LAW LLC	527	03/14/2022	JUDICIAL SERVICES	100-704-52019	5,000.00
ACE HARDWARE - ST. HELENS	60176-2.28.2022	03/14/2022	MATERIALS ACE ACCT 60176 - ...	100-708-52001	48.09
VERIZON	9900032881	03/14/2022	CRYSTAL KING	100-701-52010	40.03
VERIZON	9900032881	03/14/2022	CRYSTAL KING	100-701-52010	46.15
VERIZON	9900032881	03/14/2022	MAYOR SCHOLL IPAD	100-703-52001	40.01
VERIZON	9900032881	03/14/2022	PD JETPACK2	100-705-52010	40.03
VERIZON	9900032881	03/14/2022	PD JETPACK1	100-705-52010	40.01
VERIZON	9900032881	03/14/2022	TORY SHELBY	100-708-52010	36.15
VERIZON	9900032881	03/14/2022	CAMERON PAGE	100-708-52010	36.15
VERIZON	9900032881	03/14/2022	RECREATION CENTER	100-709-52010	49.93
VERIZON	9900032881	03/14/2022	REC PHONE	100-709-52010	36.99
VERIZON	9900032881	03/14/2022	RECREATION CENTER	100-709-52010	40.03
VERIZON	9900032881	03/14/2022	MIKE DEROIA	100-711-52010	73.33
VERIZON	9900032881	03/14/2022	DARIN COX - BUILDING DEPT I...	100-711-52010	59.93
VERIZON	9900032881	03/14/2022	JOHN HICKS	100-711-52010	49.93
VERIZON	9900032881	03/14/2022	CONSTRUCTION INSPECTOR	100-711-52010	40.01
VERIZON	9900032881	03/14/2022	BUILDING DEPT IPAD	100-711-52010	40.01
JAMIE EDWARDS - AP	3.10.22	03/15/2022	REIMB OGFOA SP CONF MILES	100-707-52018	256.36
WARREN COUNTRY INN	3.11.2022	03/15/2022	REFUND OLCC PAYMENT	100-000-35002	35.00
METRO PLANNING INC	5419	03/15/2022	WEB GIS	100-710-52001	62.50
WILBUR-ELLIS COMPANY LLC	14833556	03/16/2022	SEED	100-708-52001	1,304.29
DAWN RICHARDSON - AP	3.10.2022	03/16/2022	MILEAGE REIMBURSEMENT F...	100-707-52001	32.18
COLUMBIA COUNTY TREASUR...	3.14.2022	03/16/2022	COUNTY ASSESSMENT	100-000-20900	351.58
COLUMBIA COUNTY TREASUR...	3.14.2022	03/16/2022	JAIL ASSESSMENT	100-000-20900	78.71
COLUMBIA COUNTY TREASUR...	3.14.2022	03/16/2022	CITY COURT COSTS DEDUCTED	100-000-36002	-43.03
<b>Fund 100 - GENERAL FUND Total:</b>					<b>25,521.97</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 201 - VISITOR TOURISM</b>					
E2C	4459	03/14/2022	E2C SERVICES ENTERTAINMEN...	201-000-52028	14,895.31
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>14,895.31</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
MAYER REED INC	13335	03/10/2022	ST HELENS RIVERWALK	202-723-52055	20,297.90
OTAK INC	000022200437	03/11/2022	1ST AND STRAND ST P 019823...	202-723-52019	113,062.48
JORDAN RAMIS PC ATTORNEYS..	188835	03/14/2022	GENERAL LEGAL	202-722-52019	8,362.50
RACHAEL BARRY -	3.14.2022	03/14/2022	RENTAL EQUIP REIMBURSEM...	202-721-52019	348.00
BOISE WHITE PAPER LLC	3.15.2022	03/14/2022	NOTE PAYEMNT MARCH 2022	202-722-55001	12,500.00
RADLER WHITE PARKS & ALEX...	33341	03/14/2022	MILLARD ROAD	202-721-52019	120.00
BRIDGE TOWER OPCO LLC	745322397	03/14/2022	WATERFRONT DEV OPPERTUN...	202-721-52019	231.20
OREGON DEQ BUSINESS OFFICE	HSRAF22-1717	03/14/2022	BOISE VENEER PLAN 163815-00	202-722-52019	2,156.30
JH KELLY LLC	TH299014	03/14/2022	COL PAC FOOD BANK RENO	202-721-52096	73,671.22
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>230,749.60</b>
<b>Fund: 203 - COMMUNITY ENHANCEMENT</b>					
COMMUNITY ACTION TEAM	INV0002437	03/14/2022	TANS HOUSING LOANS	203-717-52028	10,020.00
CAMERON COX	3.16.2022	03/16/2022	BASKETBALL REF 15 GAMES	203-709-52028	150.00
TYLER TOLLES	3.16.2022	03/16/2022	BASKETBALL REF 17 GAMES	203-709-52028	220.00
CARLOS M SPISAK	3.16.2022	03/16/2022	YOUTH GAME NIGHT	203-709-52028	140.00
LANDEN COX	3.16.2022	03/16/2022	BASKETBALL REF 13 GAMES	203-709-52028	130.00
MICHELE WILSON	3.16.2022	03/16/2022	YOGA CLASSES	203-709-52028	390.60
CAMERON WAITE	3.16.2022	03/16/2022	BASKETBALL REF 17 GAMES	203-709-52028	170.00
CHASE WROBLESKI	3.16.2022	03/16/2022	BASKETBALL REF 8 GAMES	203-709-52028	80.00
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>11,300.60</b>
<b>Fund: 205 - STREETS</b>					
TURNERY EXCAVATING INC	1816	03/11/2022	MARSHALL ST GATE INSTALLAT..	205-000-52019	9,000.00
S-2 CONTRACTORS INC	2221E1	03/11/2022	TRENCH PATCHING	205-000-53001	49,182.50
<b>Fund 205 - STREETS Total:</b>					<b>58,182.50</b>
<b>Fund: 301 - STREETS SDC</b>					
S-2 CONTRACTORS INC	2221E2	03/11/2022	TN GRADE EXISTING ROCK PA...	301-000-53001	22,900.00
<b>Fund 301 - STREETS SDC Total:</b>					<b>22,900.00</b>
<b>Fund: 302 - WATER SDC</b>					
KELLER ASSOCIATES, INC	220342	03/11/2022	WATER MASTER PLAN W-474 ...	302-000-52019	12,845.50
<b>Fund 302 - WATER SDC Total:</b>					<b>12,845.50</b>
<b>Fund: 303 - SEWER SDC</b>					
KELLER ASSOCIATES, INC	0220340	03/11/2022	SANITARY SEWER MASTER PL...	303-000-52019	656.90
DONOVAN ENTERPRISES INC	1432	03/14/2022	SDC CONTRACT WORK	303-000-52019	7,650.00
<b>Fund 303 - SEWER SDC Total:</b>					<b>8,306.90</b>
<b>Fund: 304 - STORM SDC</b>					
KELLER ASSOCIATES, INC	0220339	03/11/2022	STORMWATER MASTER PLAN ...	304-000-52019	1,723.85
<b>Fund 304 - STORM SDC Total:</b>					<b>1,723.85</b>
<b>Fund: 601 - WATER</b>					
CITY OF COLUMBIA CITY	3.10.2022	03/11/2022	001754-001	601-732-52003	84.93
LAWRENCE OIL COMPANY	CFSI-7104	03/11/2022	247752 WATER	601-732-52022	49.09
TYLER HILLS -	3.10.2022	03/14/2022	REIMB TOUR WAER TREATME...	601-732-52018	9.64
EAGLE STAR ROCK PRODUCTS ...	40888	03/14/2022	ROCK UMATILLA WATER	601-731-52001	165.99
EAGLE STAR ROCK PRODUCTS ...	40903	03/14/2022	ROCK UMATILLA ST WATER	601-731-52001	126.91
EAGLE STAR ROCK PRODUCTS ...	40913	03/14/2022	ROCK	601-731-52001	170.52
EAGLE STAR ROCK PRODUCTS ...	40950	03/14/2022	ROCK UMATILLA ST WATER	601-731-52001	167.22
ACE HARDWARE - ST. HELENS	60181-2.28.22	03/14/2022	ACE MATERIALS ACCT 60181	601-731-52001	185.76
ACE HARDWARE - ST. HELENS	60181-2.28.22	03/14/2022	ACE MATERIALS ACCT 60181	601-731-52001	34.96
VERIZON	9900032881	03/14/2022	JOHN SAVAGE	601-732-52010	46.60
HACH	12917596	03/15/2022	REAGENT SET CHLORINE FREE ...	601-731-52001	76.07
HACH	12917596	03/15/2022	REAGENT SET CHLORINE FREE ...	601-732-52001	141.28
<b>Fund 601 - WATER Total:</b>					<b>1,258.97</b>
<b>Fund: 603 - SEWER</b>					
HACH	12901193	03/14/2022	PORTABLE PH EC TDS DO MET...	603-000-53001	1,238.39

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE - ST. HELENS	60180 2.28.22	03/14/2022	MATERIALS ACE ACCT 60180	603-735-52001	54.99
ACE HARDWARE - ST. HELENS	60180 2.28.22	03/14/2022	MATERIALS ACE ACCT 60180	603-737-52001	45.57
ACE HARDWARE - ST. HELENS	60180 2.28.22	03/14/2022	MATERIALS ACE ACCT 60180	603-738-52001	20.58
ACE HARDWARE - ST. HELENS	60180 2.28.22	03/14/2022	MATERIALS ACE ACCT 60180	603-738-52001	74.90
ACE HARDWARE - ST. HELENS	60180 2.28.22	03/14/2022	MATERIALS ACE ACCT 60180	603-738-52001	62.52
ACE HARDWARE - ST. HELENS	60181-2.28.22	03/14/2022	ACE MATERIALS ACCT 60181	603-736-52001	31.69
U.S. BANK ST. PAUL	6337447	03/14/2022	CREDIT REFUNDING OBLIGATI...	603-000-55003	750.00
VERIZON	9900032881	03/14/2022	AARON KUNDERS	603-736-52010	12.05
VERIZON	9900032881	03/14/2022	SAM ORTIZ	603-736-52010	17.80
VERIZON	9900032881	03/14/2022	STEWART HARTLEY	603-736-52010	12.04
VERIZON	9900032881	03/14/2022	AARON KUNDERS	603-737-52010	12.04
VERIZON	9900032881	03/14/2022	SAM ORTIZ	603-737-52010	17.83
VERIZON	9900032881	03/14/2022	STEWART HARTLEY	603-737-52010	12.05
VERIZON	9900032881	03/14/2022	SAM ORTIZ	603-738-52010	17.81
VERIZON	9900032881	03/14/2022	AARON KUNDERS	603-738-52010	12.06
VERIZON	9900032881	03/14/2022	STEWART HARTLEY	603-738-52010	12.06
TROTTER & MORTON FACILITY ..	79293	03/15/2022	C10855 MAINTENANCE AGRE...	603-736-52023	288.50
TROTTER & MORTON FACILITY ..	79293	03/15/2022	C10855 MAINTENANCE AGRE...	603-737-52023	288.50

Fund 603 - SEWER Total: 2,981.38

## Fund: 702 - INFORMATION SYSTEMS

TYLER TECHNOLOGIES INC	025-368049	03/10/2022	SUPPORT	702-000-52019	3,154.73
CENTURY LINK	2.25.2022	03/11/2022	966B	702-000-52010	338.14
U.S BANK EQUIPMENT FINANCE	466119104	03/11/2022	CONTRACT PAYMENT EQUIPM...	702-000-52006	355.03
SOLUTIONS YES	INV308107	03/11/2022	PRINT FEES C11460-01	702-000-52006	17.54
SOLUTIONS YES	INV308108	03/11/2022	PRINT CHARGES CITY HALL PRI...	702-000-52006	32.52
MORE POWER TECHNOLOGY ...	13179	03/14/2022	PREMIUM AGREEMENT MON...	702-000-52006	2,135.50
MORE POWER TECHNOLOGY ...	13179	03/14/2022	PREMIUM AGREEMENT MON...	702-000-52019	10,684.15
VERIZON	9900032881	03/14/2022	MATT FUNK	702-000-52010	63.03

Fund 702 - INFORMATION SYSTEMS Total: 16,780.64

## Fund: 703 - PW OPERATIONS

PAPE MACHINERY	13357500	03/11/2022	TF23P	703-734-52099	154.91
COLUMBIA RIVER FIRE AND RE...	22-02 FEB	03/11/2022	SHARED COST JOINT MAINT	703-734-52099	1,637.47
CINTAS	8405566506	03/11/2022	FIRST AID CABINET SERVICE	703-734-52019	70.56
LAWRENCE OIL COMPANY	CFSI-7104	03/11/2022	247748 PUBLIC WORKS	703-734-52022	1,329.18
LAWRENCE OIL COMPANY	CFSI-7104	03/11/2022	247750 PUBLIC WORKS	703-734-52022	68.47
ACE HARDWARE - ST. HELENS	60181-2.28.22	03/14/2022	ACE MATERIALS ACCT 60181	703-734-52047	31.98
ACE HARDWARE - ST. HELENS	60181-2.28.22	03/14/2022	ACE MATERIALS ACCT 60181	703-734-52047	84.87
ACE HARDWARE - ST. HELENS	60181-2.28.22	03/14/2022	ACE MATERIALS ACCT 60181	703-734-52047	21.00
ACE HARDWARE - ST. HELENS	60181-2.28.22	03/14/2022	ACE MATERIALS ACCT 60181	703-734-52100	48.52
VERIZON	9900032881	03/14/2022	SHARON DARROUX	703-733-52010	241.50
VERIZON	9900032881	03/14/2022	TIM UNDERWOOD	703-733-52010	49.93
VERIZON	9900032881	03/14/2022	KEITH CERNAC	703-734-52010	218.66
VERIZON	9900032881	03/14/2022	PW SPARE	703-734-52010	40.01
VERIZON	9900032881	03/14/2022	PW SPARE2	703-734-52010	40.01
VERIZON	9900032881	03/14/2022	MOUHAMAD ZAHER	703-734-52010	49.93
VERIZON	9900032881	03/14/2022	DAVE ELDER	703-734-52010	49.93
VERIZON	9900032881	03/14/2022	PW SPARE 3	703-734-52010	40.01
VERIZON	9900032881	03/14/2022	SCOTT HARRINGTON	703-734-52010	18.01
VERIZON	9900032881	03/14/2022	ALEX BIRD	703-734-52010	49.93
VERIZON	9900032881	03/14/2022	BUCK TUPPER	703-734-52010	49.93
VERIZON	9900032881	03/14/2022	CURT LEMONT	703-734-52010	18.01
VERIZON	9900032881	03/14/2022	SCOTT WILLIAMS	703-734-52010	49.93
VERIZON	9900032881	03/14/2022	BRETT LONG	703-734-52010	218.66
VERIZON	9900032881	03/14/2022	ETHAN STERLING	703-734-52010	49.93
VERIZON	9900032881	03/14/2022	WIRELESS PHONES / IPADS CR...	703-734-52010	-115.95
VERIZON	9900032881	03/14/2022	PW SPARE 4	703-734-52010	40.01
VERIZON	9900032881	03/14/2022	ROGER STAUFFER	703-734-52010	49.93
METRO PLANNING INC	5419	03/15/2022	WEB GIS	703-733-52006	87.50

Fund 703 - PW OPERATIONS Total: 4,692.83

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 704 - FACILITY MAJOR MAINTNANCE</b>					
ELLIOTT PROPERTIES INC	3.11.2022	03/11/2022	CAMPBELL PARK	704-000-53027	19,953.55
ACE HARDWARE - ST. HELENS	60174.3.16.2022	03/14/2022	ACE MATERIALS ACCT 60174	704-000-53018	170.68
<b>Fund 704 - FACILITY MAJOR MAINTNANCE Total:</b>					<b>20,124.23</b>
<b>Grand Total:</b>					<b>432,264.28</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	25,521.97
201 - VISITOR TOURISM	14,895.31
202 - COMMUNITY DEVELOPMENT	230,749.60
203 - COMMUNITY ENHANCEMENT	11,300.60
205 - STREETS	58,182.50
301 - STREETS SDC	22,900.00
302 - WATER SDC	12,845.50
303 - SEWER SDC	8,306.90
304 - STORM SDC	1,723.85
601 - WATER	1,258.97
603 - SEWER	2,981.38
702 - INFORMATION SYSTEMS	16,780.64
703 - PW OPERATIONS	4,692.83
704 - FACILITY MAJOR MAINTNANCE	20,124.23
<b>Grand Total:</b>	<b>432,264.28</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-20900	County Assessment	430.29
100-000-35002	Business Licenses	85.00
100-000-36002	Fines - Court	-43.03
100-701-52010	Telephone	86.18
100-701-52019	Professional Services	5,080.49
100-702-52019	Professional Services	90.00
100-703-52001	Operating Supplies	40.01
100-703-52019	Professional Services	1,835.00
100-703-52041	Community Support Funds	358.55
100-704-52019	Professional Services	6,525.00
100-705-52010	Telephone	1,743.75
100-705-52019	Professional Services	1,805.50
100-705-52023	Facility Maintenance	80.00
100-706-52023	Facility Maintenance	952.20
100-707-52001	Operating Supplies	119.36
100-707-52008	Printing	520.70
100-707-52018	Professional Development	511.62
100-707-52019	Professional Services	78.00
100-708-52001	Operating Supplies	3,649.10
100-708-52010	Telephone	72.30
100-709-52010	Telephone	126.95
100-709-52023	Facility Maintenance	152.00
100-710-52001	Operating Supplies	62.50
100-711-52010	Telephone	263.21
100-715-52001	Operating Supplies	809.29
100-715-52023	Facility Maintenance	88.00
201-000-52028	Projects & Programs	14,895.31
202-721-52019	Professional Services	699.20
202-721-52096	CDBG Grant Expenses	73,671.22
202-722-52019	Professional Services	10,518.80
202-722-55001	Principal	12,500.00
202-723-52019	Professional Services	113,062.48
202-723-52055	Riverwalk Project	20,297.90
203-709-52028	Projects & Programs	1,280.60
203-717-52028	Projects & Programs	10,020.00
205-000-52019	Professional Services	9,000.00
205-000-53001	Capital Outlay	49,182.50
301-000-53001	Capital Outlay	22,900.00
302-000-52019	Professional Services	12,845.50
303-000-52019	Professional Services	8,306.90
304-000-52019	Professional Services	1,723.85

**Account Summary**

Account Number	Account Name	Expense Amount
601-731-52001	Operating Supplies	927.43
601-732-52001	Operating Supplies	141.28
601-732-52003	Utilities	84.93
601-732-52010	Telephone	46.60
601-732-52018	Professional Development	9.64
601-732-52022	Fuel	49.09
603-000-53001	Capital Outlay	1,238.39
603-000-55003	Loan Fee	750.00
603-735-52001	Operating Supplies	54.99
603-736-52001	Operating Supplies	31.69
603-736-52010	Telephone	41.89
603-736-52023	Facility Maintenance	288.50
603-737-52001	Operating Supplies	45.57
603-737-52010	Telephone	41.92
603-737-52023	Facility Maintenance	288.50
603-738-52001	Operating Supplies	158.00
603-738-52010	Telephone	41.93
702-000-52006	Computer Maintenance	2,540.59
702-000-52010	Telephone	401.17
702-000-52019	Professional Services	13,838.88
703-733-52006	Computer Maintenance	87.50
703-733-52010	Telephone	291.43
703-734-52010	Telephone	866.94
703-734-52019	Professional Services	70.56
703-734-52022	Fuel	1,397.65
703-734-52047	Marine Board	137.85
703-734-52099	Equipment Operations	1,792.38
703-734-52100	PW Administration	48.52
704-000-53018	Capital Outlay - City Hall	170.68
704-000-53027	Capital Outlay - Campbell ...	19,953.55
<b>Grand Total:</b>		<b>432,264.28</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	432,264.28
<b>Grand Total:</b>	<b>432,264.28</b>