

COUNCIL REGULAR SESSION

Wednesday, October 21, 2020 at 7:00 PM

COUNCIL MEMBERS:

LOCATION & CONTACT:

Mayor Rick Scholl Council President Doug Morten Councilor Keith Locke Councilor Ginny Carlson Councilor Stephen R. Topaz https://zoom.us/j/98005360046?pwd=Smk3Tm5KTUFxNmp0azl3Y2xBcEZYdz09 Website | www.sthelensoregon.gov Email | kathy@ci.st-helens.or.us Phone | 503-397-6272 Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

DELIBERATIONS - Easement Extinguishment at 205 Brayden Street

DELIBERATIONS - Amendments to St. Helens Urban Renewal Plan

ORDINANCES – First Reading

Ordinance No. 3257: An Ordinance Making Certain Determinations and Findings Relating to and Approving the St. Helens Urban Renewal Plan Amendment 2 and Directing that Notice of Approval be Published

RESOLUTIONS

- 2. Resolution No. 1901: A Resolution Adopting a City of St. Helens Technology & Telework Policies & Procedures Handbook
- **3. Resolution No. 1902:** A Resolution to Adopt the St. Helens Public Library Collection Development, Circulation, and Confidentiality Policies

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

4. Memorandum of Understanding with St. Helens Police Association regarding Uniforms

CONSENT AGENDA FOR ACCEPTANCE

- 5. Planning Commission Minutes dated September 8, 2020
- 6. Parks & Trails Commission Minutes dated September 14, 2020
- 7. Library Board Minutes dated September 14, 2020

CONSENT AGENDA FOR APPROVAL

- 8. Request for Qualifications for St. Helens Riverwalk Project
- 9. Request for Qualifications for S. 1st & Strand Streets, Road & Utility Extensions Project
- 10. Athletic Field Use Process
- 11. Amendment to Building Inspector Job Description

12. Accounts Payable Bill Lists

WORK SESSION ACTION ITEMS
MAYOR SCHOLL REPORTS
COUNCIL MEMBER REPORTS
OTHER BUSINESS
ADJOURN

VIRTUAL MEETING DETAILS

Join Zoom

Meeting: https://zoom.us/j/98005360046?pwd=Smk3Tm5KTUFxNmp0azl3Y2xBcEZYdz09

Meeting ID: 980 0536 0046

Passcode: 644165 **Call in:** 1 346 248 7799

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

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

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

City of St. Helens ORDINANCE NO. 3257

AN ORDINANCE MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO AND APPROVING THE ST. HELENS URBAN RENEWAL PLAN AMENDMENT 2 AND DIRECTING THAT NOTICE OF APPROVAL BE PUBLISHED

WHEREAS, the **St. Helens Urban Renewal Agency** (the "**Agency**"), as the duly authorized and acting urban renewal agency of the City of St. Helens, Oregon per Ordinance No. 3093, is proposing to undertake certain urban renewal activities in a designated area within the City pursuant to ORS Chapter 457; and

WHEREAS, the **City of St. Helens** (the "**City**") adopted the St. Helens Urban Renewal Plan by Ordinance No. 3217 on July 19, 2017; and

WHEREAS, the Agency, pursuant to the requirements of ORS Chapter 457, has caused preparation of the **St. Helens Urban Renewal Plan Amendment 2** dated November 4, 2020 and attached hereto as **Exhibit "A"** (the **"Plan Amendment"**).

WHEREAS, The Plan Amendment removes property and adds property to the St. Helens Urban Renewal Area and this addition of property is over one percent of the existing acreage of the urban renewal area making the amendment a substantial amendment pursuant to the Plan, Section 4 on Amendments and to ORS 457.085(2)(i)(A); and

WHEREAS, the Agency has caused the preparation of a certain Urban Renewal Report on the Urban Renewal Plan Amendment 2 dated November 4, 2020 attached hereto as Exhibit "B" (the "Report") to accompany the Plan Amendment as required under ORS 457.085(3); and

WHEREAS, the Agency forwarded the Plan Amendment and Report to the City of St. Helens Planning Commission (the "**Planning Commission**") for review and recommendation. The Planning Commission considered the Plan Amendment and Report on September 8, 2020 and made a recommendation that the Plan Amendment conformed with the St. Helens Comprehensive Plan as shown in the Planning Commission Minutes dated September 8, 2020 **Exhibit "C"** (the "**Planning Commission Recommendation"**); and

WHEREAS, the Plan Amendment and the Report were formally forwarded on September 3, 2020 to the governing body of each taxing district affected by the Plan Amendment, and the Agency has thereafter consulted and conferred with each taxing district; and

WHEREAS, on September 23, 2020, the City met with representatives of Columbia County to review the Plan Amendment, including the maximum indebtedness for the Plan which has not changed in the Plan Amendment; and

WHEREAS, the City Council has not received written recommendations from the governing bodies of the affected taxing districts; and

WHEREAS, on September 22, 2020, the City caused notice of the hearing to be held before the Council on the Plan Amendment, including the required statements of ORS 457.120(3), to be mailed to City utility customers; and

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WHEREAS, on October 21, 2020, the City Council held a public hearing to review and conside the Plan Amendment, the Report, the recommendation of the Planning Commission and the public testimony received on or before that date and to receive additional public testimony; and

WHEREAS, the City Council found that the Plan Amendment conforms with all applicable legal requirements; and

WHEREAS, after consideration of the record presented through this date, the City Council does by this ordinance desire to approve the Plan Amendment.

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

Section 1. The Plan Amendment complies with all applicable requirements of ORS Chapter 457 and the specific criteria of 457.095(1) through (7), in that, based on the information provided in the Report, the Planning Commission Recommendation and the public testimony before the City Council:

- 1. The process for the adoption of the Plan Amendment, has been conducted in accordance with the applicable provisions of Chapter 457 of the Oregon Revised Statutes and all other applicable legal requirements.
- 2. The area designated in the Plan Amendment and the Plan as a whole as the **St. Helens Urban Renewal Area** (**"Area"**) is blighted, as defined by ORS 457.010(1) and is eligible for inclusion within the Plan because of conditions described in Section 3 "Existing Conditions" in the Report including the underdevelopment of property within the Area (ORS 457.010(1)(g)).
- 3. The rehabilitation and redevelopment described in the Plan Amendment to be undertaken by the Agency is necessary to protect the public health, safety or welfare of the City because absent the completion of urban renewal projects, the Area will fail to contribute its fair share of property tax revenues to support City services and will fail to develop and/or redevelop according the goals of the City's Comprehensive Plan.
- 4. The Plan Amendment conforms to the St. Helens Comprehensive Plan and provides an outline for accomplishing the projects described in the Plan, as more fully described in the Plan Amendment and in the Planning Commission Recommendation as forwarded by the Planning Director.
- 5. No residential displacement will occur as a result of the acquisition and disposition of land and redevelopment activities proposed in the Plan Amendment and therefore the Plan Amendment does not include provisions to house displaced persons.
- 6. There is no acquisition of real property provided in the Plan Amendment.
- 7. Adoption and carrying out the Plan Amendment is economically sound and feasible in that eligible projects and activities will be funded by urban renewal tax revenues derived from a division of taxes pursuant to section 1c, Article IX of the Oregon Constitution and ORS 457.440 and other available funding as more fully described in the Section 5 "Funding Plan" of the Report.
- 8. The City shall assume and complete any activities prescribed it by the Plan Amendment.

Ordinance No. 3257 Page 2 of 3

Item #1.

9. The Agency consulted and conferred with affected overlapping taxing districts prior to the R Amendment being forwarded to the City Council.

Section 2. The St. Helens Urban Renewal Plan Amendment 2 is hereby approved based upon review and consideration by the City Council of the Plan Amendment and Report, the St. Helens Planning Commission Recommendations, each of which is hereby accepted, and the public testimony in the record.

Section 3. The City Administrator shall forward forthwith to the Agency a copy of this Ordinance.

Section 4. The Agency shall thereafter cause a copy of the Plan Amendment to be recorded in the Records of Columbia County, Oregon.

Section 5. The City Administrator, in accordance with ORS 457.115, shall publish notice of the adoption of the Ordinance approving the Plan Amendment including the provisions of ORS 457.135, in the St. Helens Chronicle no later than four days following adoption of this Ordinance.

Section 6. Severability. If any portion of the Plan Amendment is held to be invalid or unconstitutional by a court of competent jurisdiction, that portion is to be deemed severed from the Plan Amendment, and in no way, affects the validity of the remainder of the Plan Amendment.

Section 7. The effective of this Ordinance shall be 30 days after approval, or if during that 30-day period a sufficient number of signatures are obtained on a referral petition, the effective date shall be the date of the successful approval by the voters of the City of St. Helens, in accordance with the City Charter and other applicable laws.

Read the first time: October 21, 2020 Read the second time: November 4, 2020

APPROVED AND ADOPTED this 4th day of November 2020 by the following vote:

Ayes:		
Nays:		
ATTEST:	Rick Scholl, Mayor	
Kathy Payne, City Recorder	<u>-</u>	

Attachments: Exhibit A – St. Helens Urban Renewal Plan Amendment 2

Exhibit B – Report Accompanying the St. Helens Urban Renewal Plan Amendment 2

Exhibit C – Planning Commission Recommendation - Minutes dated September 8, 2020

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Amendment 2 to the St. Helens Urban Renewal Area

Additions are shown in *italics*. Deletions are shown in crossout.

1. Overview

The 2018 minor amendment, Amendment 1, was completed in cooperation with the Columbia County Assessor to resolve issues of tax lots which were bisected, partially in the urban renewal area and partially out of the urban renewal area.

The 2020 Substantial Amendment, Amendment 2, added property to the Area in an effort to return the projected tax increment collections to the original capacity of the Area. In a financial assessment completed in 2020, Tiberius Solutions stated: "Historical growth in assessed value in the St. Helens Urban Renewal Area has failed to keep pace with the original projections in the St. Helens Urban Renewal Plan. The gap between actual and projected assessed value grew to \$32.6 million in FYE 2020, due largely to the closure of the Armstrong World Industries manufacturing facility. With assessed value lower than the certified frozen base, the URA received essentially no TIF revenue in FYE 2020. This has resulted in no financial capacity to invest in urban renewal projects and jeopardizes the ability of the URA to incur the full amount of authorized maximum indebtedness before the planned termination date in FYE 2043".

To return the financial capacity of the Area to the original projections, property that had development potential was added to the Area.

Amendment 2 also removed property. The properties to be removed were either being developed into non-taxable housing, contained several environmental constraints making them difficult to develop, or were outside the city limits.

1.3. Urban Renewal Boundary and Projects

Exhibit 2 shows the boundary for the Area. The Area is 756—752 acres, with 605 603.1 acres consisting of parcel land and with 451 148.9 acres consisting of public right-of-way. The entire Area is within the St. Helens city limits. This boundary was chosen because it is blighted, and establishing it as an urban renewal area:

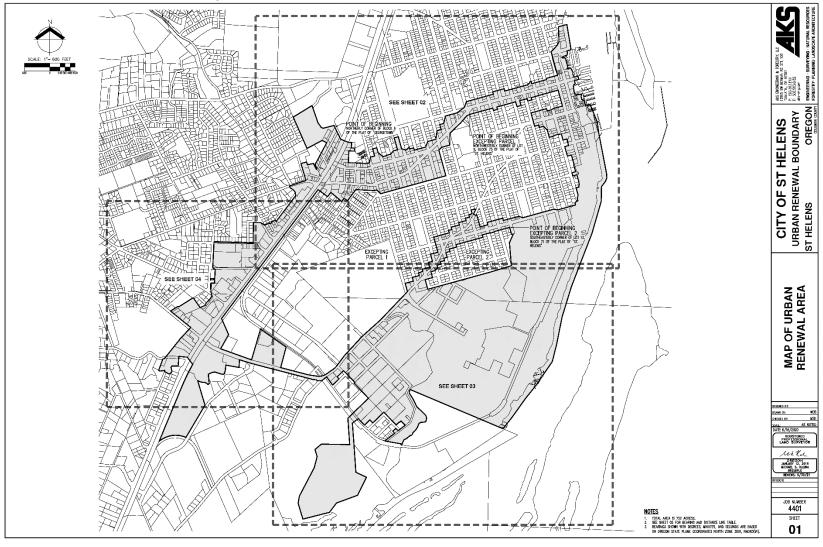
 Allows for improvements to key roads (and commercial corridors) that lead to downtown: Old Portland Road, St. Helens Street /Columbia Boulevard.

- Aids in revitalization of the Riverfront District and the Houlton Business District.
- Attracts jobs to vacant and underutilized industrial land through infrastructure investments.
- Supports development on the Veneer Property, the principal subject of 2016 Framework Plan.

The boundary also contains all identified urban renewal projects, identified in **Section 2. Urban Renewal Projects and Activities.** A legal description of the boundary is included in Appendix A. The Area comprises 20.29% 20.18% of the City of St. Helens acreage and 19.04% 17.25% of the City's assessed value. It does not exceed 25% of the total assessed value and area of St. Helens and is within the statutory limits.

(Note: Exhibit 2 is deleted and replaced with current boundary)

Exhibit 2. Urban Renewal Boundary

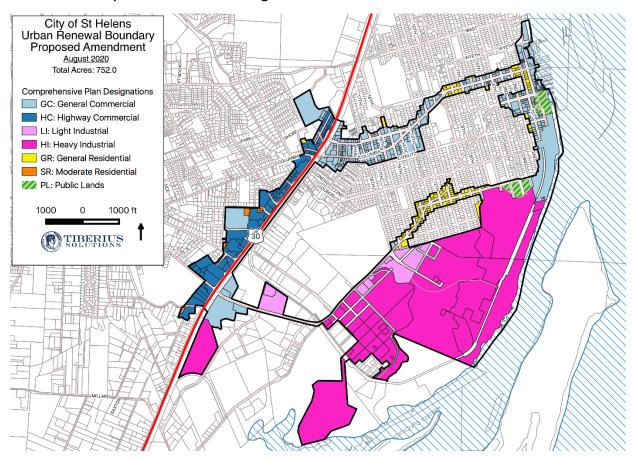


Source: AKS Engineering

8. Proposed Land Uses

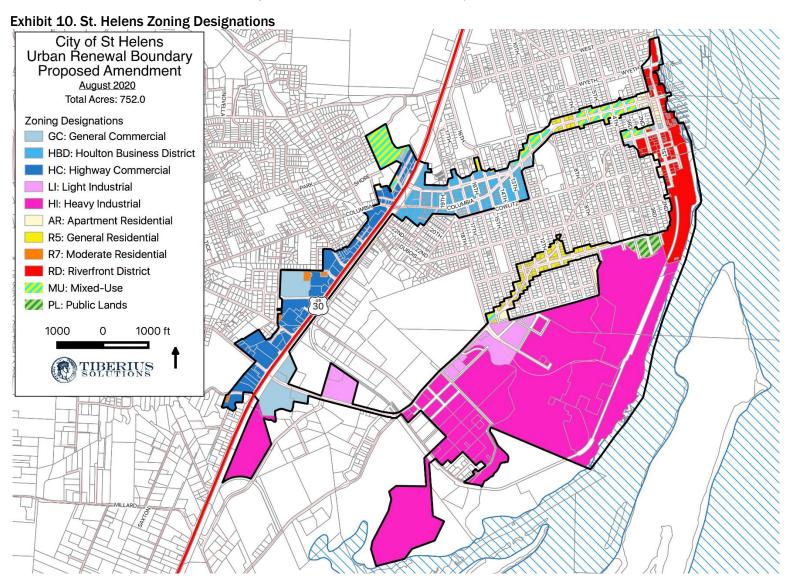
(Note: Exhibit 9 is deleted and replaced with current boundary)

Exhibit 9. Comprehensive Plan Designations



Source: Tiberius Solutions using City of St Helens. Certified Tax Roll Data FY 19-20

(Note: Exhibit 10 is deleted and replaced with current boundary)



Source: Tiberius Solutions using City of St Helens. Certified Tax Roll Data FY 19-20

10. Appendices

The Legal description is deleted and replaced in its entirety

EXHIBIT A

Urban Renewal Area

St. Helens, Oregon

A tract of land and road right-of-ways located in Sections 3, 4, 5, 8, 9, and 10, Township 4 North, Range 1 West, and Section 34, Township 5 North, Range 1 West, Willamette Meridian, City of St. Helens, Columbia County, Oregon, and being more particularly described as follows:

Beginning at the most northerly corner of Block 6 of the plat "Georgetown", also being on the southwesterly right-of-way line of Howard Street, located in the Northwest One-Quarter of Section 4, Township 4 North, Range 1 West, Willamette Meridian, City of St. Helens, Columbia County, Oregon (Assessor's Map 04 01 04 BD):

- 1. Thence along said southwesterly right-of-way line, Southeasterly 314 feet, more or less, to the northwesterly right-of-way line of Columbia River Highway (US 30) (Assessor's Map 04 01 04 BD);
- 2. Thence leaving said northwesterly right-of-way line, Easterly 196 feet, more or less, to the northwesterly corner of Document Number 2015-008660, also being on the southeasterly right-of-way line of Portland & Western Railroad (Assessor's Map 04 01 04 BD);
- 3. Thence along the northerly line of said deed, Easterly 73 feet, more or less, to the northeasterly corner of said deed (Assessor's Map 04 01 04 BD);
- 4. Thence along the easterly line of said deed, Southerly 125 feet, more or less, to the northerly line of Document Number 2020-003060 (Assessor's Map 04 01 04 BD);
- 5. Thence along said northerly line, Easterly 86 feet, more or less, to the northeasterly corner of said deed (Assessor's Map 04 01 04 BD);
- 6. Thence along the easterly line of said deed, Southerly 90 feet, more or less, to the southeasterly corner of said deed (Assessor's Map 04 01 04 BD);
- 7. Thence along the southerly line of said deed, Westerly 141 feet, more or less, to the northwesterly corner of Document Number 2016-006289 (Assessor's Map 04 01 04 BD);
- 8. Thence along the westerly line of said deed, Southerly 280 feet, more or less, to the southwesterly corner of said deed, also being on the northerly line of the plat "Midway Lots" (Assessor's Map 04 01 04 BD);
- 9. Thence along said northerly line, Easterly 435 feet, more or less, to the northwesterly corner of Document Number 2013-003735 (Assessor's Map 04 01 04 BD);
- 10. Thence along the northerly line of said deed, Easterly 63 feet, more or less, to the northeasterly corner of said deed, also being on the westerly right-of-way line of N 18th Street (Assessor's Map 04 01 04 BD);
- 11. Thence leaving said westerly right-of-way line, Northeasterly 133 feet, more or less, to the southwesterly corner of Lot 4, Block 144 of the plat "St. Helens" (Assessor's Map 04 01 04 BD);
- 12. Thence along the southerly line of said Lot 4, Easterly 100 feet, more or less, to the southeasterly corner of said Lot 4 (Assessor's Map 04 01 04 BD);

- 13. Thence along the easterly line of said Lot 4 and the northerly extension thereof, Northerly 174 feet, more or less, to the northwesterly corner of Lot 17 of said Block 144 (Assessor's Map 04 01 04 BD);
- 14. Thence along the northerly line of said Lot 17, Easterly 100 feet, more or less, to the northeasterly corner of said Lot 17, also being on the westerly right-of-way line of N 17th Street (Assessor's Map 04 01 04 BD);
- 15. Thence along said westerly right-of-way line, Southerly 116 feet, more or less, to the southeasterly corner of Lot 18 of said Block 144 (Assessor's Map 04 01 04 BD);
- 16. Thence leaving said westerly right-of-way line, Southeasterly 150 feet, more or less, to the easterly right-of-way line of N 17th Street, also being on a line that is parallel with and 9.00 feet southerly of the northerly line of Lot 2, Block 139 of said plat (Assessor's Map 04 01 04 BD);
- 17. Thence along said parallel line, Easterly 100 feet, more or less, to the easterly line of said Lot 2 (Assessor's Map 04 01 04 BD);
- 18. Thence along said easterly line, Northerly 9 feet, more or less, to the northwesterly corner of Lot 21 of said Block 139 (Assessor's Map 04 01 04 BD);
- 19. Thence along the north line of said Lot 21, Easterly 100 feet, more or less, to the northeasterly corner of said Lot 21, also being on the westerly right-of-way line of N 16th Street (Assessor's Map 04 01 04 BD);
- 20. Thence leaving said westerly right-of-way line, Northeasterly 100 feet, more or less, to the southwesterly corner of Lot 4, Block 128 of said plat (Assessor's Map 04 01 04 AC):
- 21. Thence along the southerly line of said Lot 4, Easterly 100 feet, more or less, to the southeasterly corner of said Lot 4 (Assessor's Map 04 01 04 AC);
- 22. Thence along the easterly line of said Lot 4 and the northerly extension thereof, Northerly 290 feet, more or less, to the northwesterly corner of Lot 15 of said Block 128 (Assessor's Map 04 01 04 AC);
- 23. Thence along the northerly line of said Lot 15, Easterly 100 feet, more or less, to the northeasterly corner of said Lot 15, also being on the westerly right-of-way line of N 15th Street (Assessor's Map 04 01 04 AC);
- 24. Thence along said westerly right-of-way line, Southerly 290 feet, more or less, to the northeasterly corner of Lot 20 of said Block 128 (Assessor's Map 04 01 04 AC);
- 25. Thence leaving said westerly right-of-way line, Southeasterly 100 feet, more or less, to the northwesterly corner of Lot 2, Block 123 of said plat, also being the southwesterly corner of Document Number 1998-011310 (Assessor's Map 04 01 04 AC);
- 26. Thence along the southerly line of said deed, Northeasterly 115 feet, more or less, to the westerly line of Lot 20 said Block 123 (Assessor's Map 04 01 04 AC);
- 27. Thence along said westerly line, Southerly 40 feet, more or less, to the southwesterly corner of said Lot 20 (Assessor's Map 04 01 04 AC);
- 28. Thence along the southerly line of said Lot 20, Easterly 100 feet, more or less, to the southeasterly corner of said Lot 20, also being on the westerly right-of-way of N 13th Street (Assessor's Map 04 01 04 AC);
- 29. Thence along said westerly right-of-way line, Southerly 58 feet, more or less, to the northeasterly corner of Lot 22 of said Block 123 (Assessor's Map 04 01 04 AC);

- 30. Thence along the easterly extension of the northerly line of said Lot 22, Easterly 280 feet, more or less, to the northeasterly corner of Lot 22, Block 112 of said plat, also being on the westerly right-of-way line of N 13th Street (Assessor's Map 04 01 04 AC);
- 31. Thence leaving said westerly right-of-way line, Northeasterly 139 feet, more or less, to the northwesterly corner of Lot 3, Block 107 of said plat (Assessor's Map 04 01 04 AC);
- 32. Thence along the northerly line of said Lot 3 and the easterly extension thereof, Easterly 200 feet, more or less, to the southeasterly corner of Lot 19 of said Block 107, also being on the westerly right-of-way line of N 12th Street (Assessor's Map 04 01 04 AC);
- 33. Thence leaving said westerly right-of-way line, Northeasterly 203 feet, more or less, to a point on the easterly right-of-way line of North 12th Street, which bears northerly 12 feet from the northwesterly corner of Lot 6, Block 96 of said plat (Assessor's Map 04 01 04 AB);
- 34. Thence along a line parallel with and 12 feet northerly of the northerly line of said Lot 6, Easterly 100 feet, more or less, to the north-south centerline of said Block 96 (Assessor's Map 04 01 04 AB);
- 35. Thence along said north-south centerline, Northerly 120 feet, more or less, to a point which bears northerly 16 feet from the northwesterly corner of Lot 15 of said Block 96, also being the southwesterly corner of Document Number 1995-010731 (Assessor's Map 04 01 04 AB);
- 36. Thence along the southerly line of said deed, Easterly 100 feet, more or less, to the southeasterly corner of said deed, also being on the westerly right-of-way line of N 11th Street (Assessor's Map 04 01 04 AB);
- 37. Thence leaving said westerly right-of-way line, Northeasterly 178 feet, more or less, to the northwesterly corner of Block 91 of said plat, also being the intersection of the easterly right-of-way line of N 11th Street and the southerly right-of-way line of Willamette Street (Assessor's Map 04 01 04 AA);
- 38. Thence along said southerly right-of-way line, Easterly 290 feet, more or less, to the northwesterly corner of Block 80 of said plat (Assessor's Map 04 01 04 AA);
- 39. Thence leaving said southerly right-of-way line, Northeasterly 215 feet, more or less, to the southeasterly corner of Block 79 of said plat, also being the intersection of the westerly right-of-way line of N 9th Street and the northerly right-of-way line of Willamette Street (Assessor's Map 04 01 04 AA);
- 40. Thence Northeasterly 141 feet, more or less, to the southwesterly corner of Lot 3, Block 76 of said plat, also being on the easterly right-of-way line of N 9th Street (Assessor's Map 04 01 04 AA);
- 41. Thence along the southerly line of said Lot 3 and the easterly extension thereof, Easterly 660 feet, more or less, to the southwesterly corner of Lot 20, Block 60 of said plat (Assessor's Map 04 01 04 AA);
- 42. Thence along the westerly line of said Lot 20, Northerly 58 feet, more or less, to the northwesterly corner of said Lot 20 (Assessor's Map 04 01 04 AA);
- 43. Thence along the northerly line of said Lot 20 and the easterly extension thereof, Easterly 280 feet, more or less, to the northeasterly corner of Lot 3, Block 47 of said plat (Assessor's Map 04 01 03 BB);

- 44. Thence along the easterly line of said Lot 3, Southerly 58 feet, more or less, to the northwesterly corner of Lot 21 of said Block 47 (Assessor's Map 04 01 03 BB);
- 45. Thence along the northerly line of said Lot 21 and the easterly extension thereof, Easterly 560 feet, more or less, to the southwesterly corner of Lot 20, Block 31 of said plat, also being the most westerly corner of Document Number 2015-002572 (Assessor's Map 04 01 03 BB);
- 46. Thence along the northwesterly line of said deed, Northeasterly 101 feet, more or less, to the northerly line of said Lot 20 (Assessor's Map 04 01 03 BB);
- 47. Thence along said northerly line, Easterly 30 feet, more or less, to the northeasterly corner of said Lot 20, also being on the westerly right-of-way line of N 3rd Street (Assessor's Map 04 01 03 BB);
- 48. Thence along said westerly right-of-way line, Southerly 58 feet, more or less, to the southeasterly corner of said Lot 20 (Assessor's Map 04 01 03 BB);
- 49. Thence leaving said westerly right-of-way line along the easterly extension of the southerly line of said Lot 20, Easterly 359 feet, more or less, to the northwesterly corner of Lot 2, Block 16 of said plat, also being on the easterly right-of-way line of N 2nd Street (Assessor's Map 04 01 03 BB);
- 50. Thence along said easterly right-of-way line, Northerly 29, more or less, to a point which bears northerly 29 feet from said northwesterly corner of Lot 2, also being the southwesterly corner of Document Number 2002-012148 (Assessor's Map 05 01 34 CC);
- 51. Thence along the southerly line of said deed and the easterly extension thereof, Easterly 280 feet, more or less, to the easterly right-of-way line of N 1st Street (Assessor's Map 05 01 34 CD);
- 52. Thence along said easterly right-of-way line, Northerly 573 feet, more or less, to the southwesterly corner of Block 14 of said plat, also being on the northwesterly right-of-way line of Wyeth Street (Assessor's Map 05 01 34 CC);
- 53. Thence along said northwesterly right-of-way line, Northeasterly 219 feet, more or less, to the southeasterly corner of Lot 14 of said Block 14, also being on the westerly right-of-way line of N River Street (Assessor's Map 05 01 34 CC);
- 54. Thence leaving said northwesterly right-of-way line and said westerly right-of-way line, Northeasterly 80 feet, more or less, to the intersection of the westerly extension of the southerly line of Lot 4, Block 1 of said plat and the easterly right-of-way line of N River Street (Assessor's Map 05 01 34 CD);
- 55. Thence along said easterly right-of-way line, Northerly 357 feet, more or less, to the westerly extension of the northerly line of Lot 9 of said Block 1 (Assessor's Map 05 01 34 CD);
- 56. Thence along said westerly extension and the northerly line of said Lot 9 and the easterly extension thereof, Easterly 208 feet, more or less, to the ordinary low water line of the Columbia River (Assessor's Map 05 01 34 CD);
- 57. Thence along said ordinary low water line, Southerly 605 feet, more or less, to the easterly extension of the southerly right-of-way line of Wyeth Street (Assessor's Map 05 01 34 CD);
- 58. Thence along said easterly extension, Westerly 104 feet, more or less, to the ordinary high water line of the Columbia River (Assessor's Map 05 01 34 CD);

- 59. Thence along said ordinary high water line, Southerly 949 feet, more or less, to the easterly extension of the northerly right-of-way line of Columbia Boulevard (Assessor's Map 05 01 34 CD);
- 60. Thence along said easterly extension, Easterly 99 feet, more or less, to the ordinary low water line of the Columbia River (Assessor's Map 05 01 34 CD);
- 61. Thence along said ordinary low water line, Southerly 80 feet, more or less, to the easterly extension of the southerly right-of-way line of Columbia Boulevard (Assessor's Map 04 01 03 BA);
- 62. Thence along said easterly extension, Westerly 106 feet, more or less, to the ordinary high water line (Assessor's Map 04 01 03 BA);
- 63. Thence along said ordinary high water line, Southerly 456 feet, more or less, to the northerly line of the plat "Replat of Lots 5 Through 15 Yacht's Landing Planned Unit Development" (Assessor's Map 04 01 03 BA D1);
- 64. Thence along said northerly line, Easterly 74 feet, more or less, to the easterly line of said plat (Assessor's Map 04 01 03 BA D1);
- 65. Thence along said easterly line, Southerly 316 feet, more or less, to the southeast corner of said plat (Assessor's Map 04 01 03 BA D1);
- 66. Thence along the easterly extension of the southerly line of said plat, Easterly 104 feet, more or less, to the ordinary low water line of the Columbia River (Assessor's Map 04 01 03 BA);
- 67. Thence along said ordinary low water line, Southerly 8,303 feet, more or less, to the northeasterly line of Parcel 2 of Partition Plat 2009-017 (Assessor's Map 04 01 09 00);
- 68. Thence along said northeasterly line and the northwesterly extension thereof, Westerly 2,376 feet, more or less, to the centerline of Milton Creek (Assessor's Map 04 01 09 00);
- 69. Thence along said centerline, Southerly 1,745 feet, more or less, to the northerly right-of-way line of Portland & Western Railroad (Assessor's Map 04 01 09 00);
- 70. Thence along said northerly right-of-way line, Westerly 437 feet, more or less, to the southwesterly extension of the northwesterly right-of-way line of Milton Way (Assessor's Map 04 01 09 00);
- 71. Thence along said southwesterly extension and said northwesterly right-of-way line, Northeasterly 296 feet, more or less, to the southerly corner of Lot 10, Block 5 of the plat "South St. Helens Addition" (Assessor's Map 04 01 09 BD);
- 72. Thence along the southwesterly line of said Lot 10, Northwesterly 66 feet, more or less, to the westerly corner of said Lot 10 (Assessor's Map 04 01 09 BD);
- 73. Thence along the northwesterly line of said Lot 10, Northeasterly 100 feet, more or less, to the northerly corner of said Lot 10, also being on the southwesterly right-of-way line of Morris Avenue (Assessor's Map 04 01 09 BD);
- 74. Thence along said southwesterly right-of-way line, Southeasterly 78 feet, more or less, to the easterly corner of said Lot 10, also being on the northwesterly right-of-way line of Milton Way (Assessor's Map 04 01 09 BD);
- 75. Thence along said northwesterly right-of-way line, Northeasterly 211 feet, more or less, to the easterly corner of Lot 23, Block 22 of said plat (Assessor's Map 04 01 09 BD);

- 76. Thence along the northeasterly line of said Lot 23, Northwesterly 143 feet, more or less, to the northerly corner of said Lot 23 (Assessor's Map 04 01 09 BD);
- 77. Thence along the northwesterly line of said Lot 23, Southwesterly 50 feet, more or less, to the northeasterly line of Lot 26 of said Block 22 (Assessor's Map 04 01 09 BD);
- 78. Thence along said northeasterly line, Northwesterly 10 feet, more or less, to the northerly corner of said Lot 26 (Assessor's Map 04 01 09 BD);
- 79. Thence along the northwesterly line of said Lot 26, Southwesterly 100 feet, more or less, to the westerly corner of said Lot 26, also being on the northeasterly right-of-way line of Morris Avenue (Assessor's Map 04 01 09 BD);
- 80. Thence along said northeasterly right-of-way line, Northwesterly 420 feet, more or less, to the northwesterly right-of-way line of 2nd Street (Assessor's Map 04 01 09 BD);
- 81. Thence along said northwesterly right-of-way line, Southwesterly 360 feet, more or less, to the easterly corner of Lot 16, Block 7 of said plat (Assessor's Map 04 01 09 BD);
- 82. Thence along the northeasterly line of said Lot 16, Northwesterly 100 feet, more or less, to the northerly corner of said Lot 16 (Assessor's Map 04 01 09 BD);
- 83. Thence along the northwesterly line of said Lot 16 and the northwesterly line of Lot 17 of said Block 7, Southwesterly 174 feet, more or less, to the westerly corner of said Lot 17, also being on the northeasterly right-of-way line of Railroad Avenue (Assessor's Map 04 01 09 BD);
- 84. Thence along said northeasterly right-of-way line, Northwesterly 210 feet, more or less, to the northeasterly extension of the northwesterly line of Document Number 2003-009772 (Assessor's Map 04 01 09 00);
- 85. Thence along said northeasterly extension and the northwesterly line of said deed, Southwesterly 178 feet, more or less, to the westerly line of said deed (Assessor's Map 04 01 09 00);
- 86. Thence along said westerly line, Southerly 499 feet, more or less, to the southwesterly line of said deed, also being Reference Point 'A' (Assessor's Map 04 01 09 00);
- 87. Thence along the southerly extension of said westerly line, South 04°02'23" East 662.12 feet, more or less, (Assessor's Map 04 01 09 00);
- 88. Thence South 64°44'13" East 274.92 feet, more or less, (Assessor's Map 04 01 09 00);
- 89. Thence South 26°06'50" West 473.32 feet, more or less, (Assessor's Map 04 01 09 00):
- 90. Thence South 69°56'25" West 531.11 feet, more or less, (Assessor's Map 04 01 09 00):
- 91. Thence South 37°07'43" West 275.85 feet, more or less, (Assessor's Map 04 01 09 00:
- 92. Thence South 75°36'03" West 647.38 feet, more or less, (Assessor's Map 04 01 09 00);
- 93. Thence North 16°49'15" West 390.92 feet, more or less, (Assessor's Map 04 01 09 00);
- 94. Thence North 10°13'20" East 172.18 feet, more or less, (Assessor's Map 04 01 09 00);

- 95. Thence North 27°41'25" East 759.17 feet, more or less, (Assessor's Map 04 01 09 00);
- 96. Thence North 14°13'34" East 266.27 feet, more or less, (Assessor's Map 04 01 09 00);
- 97. Thence North 16°13'10" West 177.26 feet, more or less, (Assessor's Map 04 01 09 00);
- 98. Thence North 50°51'37" East 196.23 feet, more or less, (Assessor's Map 04 01 09 00);
- 99. Thence South 89°12'40" East 667.47 feet, more or less, to Reference Point 'B' on a line parallel with and 100 feet westerly of the westerly line of said deed, which bears South 85°57'36" West 100.00 feet from Reference Point 'A' (Assessor's Map 04 01 09 00);
- 100. Thence along said parallel line, Northerly 623 feet, more or less, to the southwesterly extension of the centerline of vacated 4th Street (Assessor's Map 04 01 09 00);
- 101. Thence along said southwesterly extension and the centerline of vacated 4th Street, Northeasterly 678 feet, more or less, to the centerline of vacated Morris Avenue (Assessor's Map 04 01 09 BD);
- 102. Thence along said centerline and the centerline of Morris Avenue, Northwesterly 490 feet, more or less, southwesterly extension of the southeasterly right-of-way line of 6th Street (Assessor's Map 04 01 09 BA);
- 103. Thence along said southwesterly extension, Northeasterly 30 feet, more or less, to the northeasterly right-of-way line of Morris Avenue (Assessor's Map 04 01 09 BA);
- 104. Thence along said northeasterly right-of-way line, Northwesterly 387 feet, more or less, to the northeasterly extension of the southerly line of City of St. Helens City Limits per Ordinance No. 2635 (Assessor's Map 04 01 09 BA);
- 105. Thence along said northeasterly extension and said southerly line, Southwesterly 210 feet, more or less, to a point on the northeasterly line of Lot 11, Block 12 of the plat of "South St. Helens Addition" that bears 66.14 feet, more or less, from the most easterly corner of said Lot 11 (Assessor's Map 04 01 09BA);
- 106. Thence along said northeasterly line, Southeasterly 66 feet, more or less, to the northwesterly right-of-way line of 7th Street (Assessor's Map 04 01 09 BA);
- 107. Thence along said northwesterly right-of-way line, Southwesterly 210 feet, more or less, to the southerly corner of Block 12 of said plat, also being on the northeasterly right-of-way line of Railroad Avenue (Assessor's Map 04 01 09 BA);
- 108. Thence along said northeasterly right-of-way line, Northwesterly 241 feet, more or less, to the westerly corner of said Block 12, also being on the southeasterly right-of-way line of Old Portland Road (Assessor's Map 04 01 09 BA);
- 109. Thence along said southeasterly right-of-way line, Southwesterly 138 feet, more or less, to the southwesterly right-of-way line of Portland & Western Railroad (Assessor's Map 04 01 09 00);
- 110. Thence leaving said southeasterly right-of-way line and said southwesterly right-of-way line, Westerly 110 feet, more or less, to the intersection of the northwesterly right-of-way line of Old Portland Road and the southerly right-of-way line of Gable Road (Assessor's Map 04 01 09 BB);

- 111. Thence along said southerly right-of-way line, Westerly 1,910 feet, more or less, to the northeasterly corner of Document Number 2004-006124 (Assessor's Map 04 01 08 AD);
- 112. Thence along the easterly line of said deed, Southerly 183 feet, more or less, to the southeasterly corner of said deed, also being on the northerly line of Lot 1 of the plat "McNulty Creek Industrial Park Phase One" (Assessor's Map 04 01 08 AD);
- 113. Thence along said northerly line, Westerly 313 feet, more or less, to the southeasterly line of Parcel 2 of Partition Plat 1995-004 (Assessor's Map 04 01 08 A0);
- 114. Thence along said southeasterly line, Southwesterly 711 feet, more or less, to the southwesterly corner of Parcel 3 of said plat, also being on the northerly line of Document Number 2013-005893 (Assessor's Map 04 01 08 A0);
- 115. Thence along said northerly line, Southwesterly 422 feet, more or less, to the northwesterly corner of said deed, also being on the northeasterly line of Lot 10 of said plat "McNulty Creek Industrial Park Phase One" (Assessor's Map 04 01 08 A0);
- 116. Thence along said northeasterly line, Southeasterly 603 feet, more or less, to the most easterly corner of said Lot 10, also being on the northwesterly right-of-way line of McNulty Way (Assessor's Map 04 01 08 00);
- 117. Thence along said northwesterly right-of-way line, Southwesterly 884 feet, more or less, to the southeasterly corner of said Lot 10 (Assessor's Map 04 01 08 00);
- 118. Thence along the southerly line of said Lot 10, Westerly 675 feet, more or less, to the southeasterly right-of-way line of Portland & Western Railroad (Assessor's Map 04 01 08 00);
- 119. Thence along said southeasterly right-of-way line, Northeasterly 1,986 feet, more or less, to the most westerly corner of said Parcel 2 of Partition Plat 1995-004 (Assessor's Map 04 01 08 A0);
- 120. Thence leaving said southeasterly right-of-way line, Northwesterly 214 feet, more or less, to the intersection of the northerly right-of-way of Firlok Road and the northwesterly right-of-way line of Columbia River Highway (US 30) (Assessor's Map 04 01 08 AC);
- 121. Thence along said northerly right-of-way line, Westerly 197 feet, more or less, to the northerly extension of the easterly line of Document Number 2018-000361 (Assessor's Map 04 01 08 AC);
- 122. Thence along said northerly extension and the easterly line of said deed, Southerly 233 feet, more or less, to the southeasterly corner of said deed (Assessor's Map 04 01 08 AC):
- 123. Thence along the southerly line of said deed, Westerly 687 feet, more or less, to the southeasterly corner of Document Number 2015-009716 (Assessor's Map 04 01 08 AC);
- 124. Thence along the easterly line of said deed, Northerly 287 feet, more or less, to the northeasterly corner of said deed, also being on the southerly right-of-way line of Firlok Road (Assessor's Map 04 01 08 AC);
- 125. Thence along said southerly right-of-way line, Easterly 39 feet, more or less, to the southwesterly extension of the southeasterly line of Deed Book 104 Page 262 (Assessor's Map 04 01 08 AC);

- 126. Thence along said southwesterly extension and the southeasterly line of said deed and the northeasterly extension thereof, Northeasterly 905 feet, more or less, to the northeasterly right-of-way line of C N Gable Road (Assessor's Map 04 01 08 AB);
- 127. Thence along said northeasterly right-of-way line, Northwesterly 618 feet, more or less, to the southerly corner of Partition Plat 1999-034 (Assessor's Map 04 01 08 AB);
- 128. Thence along the southeasterly line of said plat and the northeasterly extension thereof, Northeasterly 634 feet, more or less, to the northerly corner of Document Number 1994-007589 (Assessor's Map 04 01 08 AB);
- 129. Thence along the northeasterly line of said deed, Southeasterly 284 feet, more or less, to the northwesterly line of Block 4 of the plat "Golf Club Addition" (Assessor's Map 04 01 08 AB);
- 130. Thence along said northwesterly line, Northeasterly 2 feet, more or less, to the most westerly corner of Document Number 2018-009998 (Assessor's Map 04 01 08 AB);
- 131. Thence along the northwesterly line of said deed, Northeasterly 410 feet, more or less, to the most northerly corner of said deed, also being on the southwesterly right-of-way line of Sykes Road (Assessor's Map 04 01 08 AB);
- 132. Thence leaving said southwesterly right-of-way, Northerly 90 feet, more or less, to the southeasterly corner of Document Number 1990-002112, also being on the northeasterly right-of-way line of Sykes Road (Assessor's Map 04 01 05 DD);
- 133. Thence along said northeasterly right-of-way line, Northwesterly 5 feet, more or less, to the southwesterly corner of said deed (Assessor's Map 04 01 05 DD);
- 134. Thence along the westerly line of said deed, Northerly 210 feet, more or less, to the northwesterly corner of said deed (Assessor's Map 04 01 05 DD);
- 135. Thence along the northerly line of said deed, Easterly 80 feet, more or less, to the southeasterly corner of Document Number 2015-001316 (Assessor's Map 04 01 05 DD);
- 136. Thence along the easterly line of said deed, Northerly 80 feet, more or less, to the northeasterly corner of said deed (Assessor's Map 04 01 05 DD);
- 137. Thence along the northerly line of said deed, Westerly 100 feet, more or less, to the northwesterly corner of said deed, also being on the easterly right-of-way line of Matzen Street (Assessor's Map 04 01 05 DD);
- 138. Thence along said easterly right-of-way line, Northerly 30 feet, more or less, to the southwesterly corner of Document Number 2003-000984 (Assessor's Map 04 01 05 DD);
- 139. Thence along the southerly line of said deed, Easterly 100 feet, more or less, to the southeasterly corner of said deed (Assessor's Map 04 01 05 DD);
- 140. Thence along the easterly line of said deed, Northerly 210 feet, more or less, to the northeasterly corner of said deed, also being on the southerly right-of-way line of South Road (Assessor's Map 04 01 05 DD);
- 141. Thence leaving said southerly right-of-way, Northwesterly 69 feet, more or less, to the intersection of the northerly right-of-way line of South Road and the easterly right-of-way line of Matzen Street (Assessor's Map 04 01 05 DD);
- 142. Thence along said easterly right-of-way line, Northerly 610 feet, more or less, to the centerline of McBride Street (Assessor's Map 04 01 05 DD);

- 143. Thence along said centerline, Easterly 930 feet, more or less, to the southerly extension of the westerly line of Parcel 1 of Partition Plat 1998-005 (Assessor's Map 04 01 05 DA);
- 144. Thence along said southerly extension and the wester line of said Parcel 1, Northerly 482 feet, more or less, to the northwesterly corner of said Parcel 1, also being on the southerly right-of-way line of Harris Street (Assessor's Map 04 01 05 DA);
- 145. Thence along said southerly right-of-way line, Easterly 173 feet, more or less, to the northeasterly corner of said Parcel 1, also being on the southwesterly right-of-way line of Vernonia Road (Assessor's Map 04 01 05 DA);
- 146. Thence leaving said southwesterly right-of-way line, Southeasterly 111 feet, more or less, to the intersection of the northeasterly right-of-way line of Vernonia Road and the southeasterly right-of-way line of Little Street (Assessor's Map 04 01 05 DA);
- 147. Thence along said southeasterly right-of-way line and the northeasterly extension thereof, Northeasterly 317 feet, more or less, to the southwesterly line of the plat "Little's Subdivision in St. Helens" (Assessor's Map 04 01 04 CB);
- 148. Thence along said southwesterly line, Southeasterly 37 feet, more or less, to the southeasterly right-of-way line of Little Street (Assessor's Map 04 01 04 CB);
- 149. Thence along said southeasterly right-of-way line, Northeasterly 765 feet, more or less, to the centerline of Milton Creek (Assessor's Map 04 01 04 CB);
- 150. Thence along said centerline, Northwesterly 264 feet, more or less, to the most westerly corner of Document Number 2013-004968, also being on the southeasterly right-of-way line of Columbia Boulevard (Assessor's Map 04 01 04 CB);
- 151. Thence leaving said southeasterly right-of-way line, Northerly 25 feet, more or less, when measured at right angles, to the centerline of Columbia Boulevard (Assessor's Map 04 01 04 BC);
- 152. Thence along said centerline, Easterly 411 feet, more or less, to the southerly extension of the easterly right-of-way line of Bradley Street (Assessor's Map 04 01 04 BC);
- 153. Thence along said southerly extension and the easterly right-of-way line of Bradley Street, Northerly 417 feet, more or less, to the northwesterly corner of Document Number 2015-004926 (Assessor's Map 04 01 04 BC);
- 154. Thence along the northerly line of said deed, Easterly 140 feet, more or less, to the northeasterly corner of said deed (Assessor's Map 04 01 04 BC);
- 155. Thence along the easterly line of said deed, Southerly 69 feet, more or less, to the northwesterly corner of Document Number 2017-003401 (Assessor's Map 04 01 04 BC):
- 156. Thence along the northerly line of said deed, Easterly 148 feet, more or less, to the northeasterly corner of said deed (Assessor's Map 04 01 04 BC);
- 157. Thence along the easterly line of said deed, Southeasterly 158 feet, more or less, to the northwesterly right-of-way line of Kelly Street (Assessor's Map 04 01 04 BC);
- 158. Thence along said northwesterly right-of-way line, Northeasterly 28 feet, more or less, to the southerly corner of Deed Book 232 Page 815 (Assessor's Map 04 01 04 BC);
- 159. Thence along the southwesterly line of said deed, Northwesterly 100 feet, more or less, to the westerly corner of said deed, also being on the northwesterly line of the plat "Georgetown" (Assessor's Map 04 01 04 BC);

- 160. Thence along said northwesterly line, Northeasterly 584 feet, more or less, to the southeasterly extension of the northeasterly line of Document Number 2005-014129 (Assessor's Map 04 01 04 BC);
- 161. Thence along said southeasterly extension and said northeasterly line of said deed, Northwesterly 120 feet, more or less, to the southerly line of Parcel 2 of Partition Plat 2005-028 (Assessor's Map 04 01 04 B0);
- 162. Thence along said southerly line, Southwesterly 405 feet, more or less, to the southwesterly corner of said Parcel 2 (Assessor's Map 04 01 04 B0);
- 163. Thence along the westerly line of said Parcel 2, Northwesterly 808 feet, more or less, to the northwesterly corner of said Parcel 2 (Assessor's Map 04 01 04 B0);
- 164. Thence along the northerly line of said Parcel 2, Northeasterly 520 feet, more or less, to the northeasterly corner of said Parcel 2, also being on the northwesterly right-of-way line of Commons Drive (Assessor's Map 04 01 04 B0);
- 165. Thence along the easterly line of said Parcel 2, Southeasterly 872 feet, more or less, to the southwesterly right-of-way line of Howard Street (Assessor's Map 04 01 04 BD);
- 166. Thence along said southwesterly right-of-way line, Southeasterly 47 feet, more or less, to the Point of Beginning (Assessor's Map 04 01 04 BD).

Excepting the following parcels:

Parcel 1:

Beginning at the northwesterly corner of Lot 9, Block 75 of the plat "St. Helens", located in the Northeast One-Quarter of Section 4, Township 4 North, Range 1 West, Willamette Meridian, City of St. Helens, Columbia County, Oregon (Assessor's Map 04 01 04 AA):

- 200. Thence along the northerly line of said Lot 9 and the easterly extension thereof, Easterly 560 feet, more or less, to the northwesterly corner of Lot 9, Block 59 of said plat, also being on the easterly right-of-way line of S 7th Street (Assessor's Map 04 01 04 AA);
- 201. Thence along said easterly right-of-way line, Southerly 58 feet, more or less, to the southwesterly corner of said Lot 9 (Assessor's Map 04 01 04 AA);
- 202. Thence along the southerly line of said Lot 9, Easterly 100 feet, more or less, to the southeasterly corner of said Lot 9 (Assessor's Map 04 01 04 AA);
- 203. Thence along the easterly line of said Lot 9, Northerly 58 feet, more or less, to the southwesterly corner of Lot 13 of said Block 59 (Assessor's Map 04 01 04 AA);
- 204. Thence along the southerly line of said Lot 13 and the easterly extension thereof, Easterly 360 feet, more or less, to the northwesterly corner of Lot 9, Block 43 of said plat, also being on the easterly right-of-way line of S 5th Street (Assessor's Map 04 01 03 BB);
- 205. Thence along said easterly right-of-way line, Southerly 116 feet, more or less, to the southwesterly corner of Lot 8, Block 43 of said plat (Assessor's Map 04 01 03 BB);

- 206. Thence along the southerly line of said Lot 8, Easterly 100 feet, more or less, to the southeasterly corner of said Lot 8 (Assessor's Map 04 01 03 BB);
- 207. Thence along the easterly line of said Lot 8 and the northerly extension thereof, Northerly 116 feet, more or less, to the southwesterly corner of Lot 13 of said Block 43 (Assessor's Map 04 01 03 BB);
- 208. Thence along the southerly line of said Lot 13 and the easterly extension thereof, Easterly 180 feet, more or less, to the northwesterly corner of Lot 9, Block 32 of said plat, also being on the easterly right-of-way line of S 4th Street (Assessor's Map 04 01 03 BB);
- 209. Thence along said easterly right-of-way line, Southerly 58 feet, more or less, to the southwesterly corner of said Lot 9 (Assessor's Map 04 01 03 BB);
- 210. Thence along the southerly line of said Lot 9, Easterly 100 feet, more or less, to the southeasterly corner of said Lot 9 (Assessor's Map 04 01 03 BB);
- 211. Thence along the easterly line of said Lot 9, Northerly 55 feet, more or less, to a line that is parallel with and 3 feet southerly of the southerly line of Lot 13 of said Block 32 (Assessor's Map 04 01 03 BB);
- 212. Thence along said parallel line, Easterly 100 feet, more or less, to the westerly right-of-way line of S 3rd Street (Assessor's Map 04 01 03 BB);
- 213. Thence leaving said westerly right-of-way line, Easterly 80 feet, more or less, to the northwesterly corner of Lot 9, Block 27 of said plat, also being on the easterly right-of-way line of S 3rd Street (Assessor's Map 04 01 03 BB);
- 214. Thence along the northerly line of said Lot 9 and the easterly extension thereof, Easterly 480 feet, more or less, to the northeasterly corner of Lot 14, Block 17 of said plat, also being on the westerly right-of-way line of S 1st Street (Assessor's Map 04 01 03 BB);
- 215. Thence along said westerly right-of-way line, Southerly 389 feet, more or less, to a line which is parallel with and 17 feet northerly of the southerly line of Lot 20 of said Block 17 (Assessor's Map 04 01 03 BA);
- 216. Thence along said parallel line, Westerly 115 feet, more or less, to a line which is parallel with and 15 feet westerly of the westerly line of said Lot 20 (Assessor's Map 04 01 03 BA);
- 217. Thence along said parallel line, Northerly 3 feet, more or less, to a line which is parallel with and 20 feet northerly of the southerly line of Lot 3 of said Block 17 (Assessor's Map 04 01 03 BA);
- 218. Thence along said parallel line, Westerly 85 feet, more or less, to the easterly right-of-way line of S 2nd Street (Assessor's Map 04 01 03 BA);
- 219. Thence leaving said easterly right-of-way line, Westerly 82 feet, more or less, to the southeasterly corner of Lot 20, Block 27 of said plat (Assessor's Map 04 01 03 BB);
- 220. Thence along the southerly line of said Lot 20, Westerly 100 feet, more or less, to the southwesterly corner of said Lot 20 (Assessor's Map 04 01 03 BB);
- 221. Thence along the westerly line of said Lot 20, Northerly 58, more or less, to the southeasterly corner of Lot 4 of said Block 27 (Assessor's Map 04 01 03 BB);
- 222. Thence along the southerly line of said Lot 4 and the westerly extension thereof, Westerly 380 feet, more or less, to the northwesterly corner of Lot 3, Block 32 of said plat, also being on the easterly right-of-way line of S 4th Street (Assessor's Map 04 01 03 BB);

- 223. Thence along said easterly right-of-way line, Southerly 326 feet, more or less, to the northwesterly corner of Lot 10, Block 33 of said plat (Assessor's Map 04 01 03 BB);
- 224. Thence along the northerly line of said Lot 10, Easterly 100 feet, more or less, to the northeasterly corner of said Lot 10 (Assessor's Map 04 01 03 BB);
- 225. Thence along the easterly line of said Lot 10, Southerly 57 feet, more or less, to the northwesterly corner of Lot 14 of said Block 33 (Assessor's Map 04 01 03 BB);
- 226. Thence along the northerly line of said Lot 14, Easterly 100 feet, more or less, to the northeasterly corner of said Lot 14, also being on the westerly right-of-way line of S 3rd Street (Assessor's Map 04 01 03 BB);
- 227. Thence leaving said westerly right-of-way line, Southeasterly 131 feet, more or less, to the northwesterly corner of the plat "Anya's Dreams", also being on the easterly right-of-way line of S 3rd Street (Assessor's Map 04 01 03 BB);
- 228. Thence along said easterly right-of-way line, Southerly 171 feet, more or less, to the southwesterly corner of said plat (Assessor's Map 04 01 03 BD);
- 229. Thence along the southerly line of said plat, Easterly 227 feet, more or less, to the southeasterly corner of said plat, also being on the westerly right-of-way line of S 2nd Street (Assessor's Map 04 01 03 BD);
- 230. Thence leaving said westerly right-of-way line, Easterly 81 feet, more or less, to the northwesterly corner of Lot 4, Block 18 of the plat "St. Helens", also being on the easterly right-of-way line of S 2nd Street (Assessor's Map 04 01 03 BD);
- 231. Thence along said easterly right-of-way line, Southerly 144 feet, more or less, to the northwesterly corner of Document Number 1991-005340 (Assessor's Map 04 01 03 BD);
- 232. Thence along the northerly line of said deed, Easterly 92 feet, more or less, to the northeasterly corner of said deed (Assessor's Map 04 01 03 BD);
- 233. Thence along the easterly line of said deed and the southerly extension thereof, Southerly 161 feet, more or less, to the southerly right-of-way line of Cowlitz Street (Assessor's Map 04 01 03 BD);
- 234. Thence along said southerly right-of-way line, Westerly 92 feet, more or less, to the easterly right-of-way line of S 2nd Street (Assessor's Map 04 01 03 BD);
- 235. Thence along said easterly right-of-way line, Southerly 232 feet, more or less, to the northwesterly corner of Lot 7, Block 19 of said plat (Assessor's Map 04 01 03 BD);
- 236. Thence along the northerly line of said Lot 7, Easterly 100 feet, more or less, to the northeasterly corner of said Lot 7 (Assessor's Map 04 01 03 BD);
- 237. Thence along the easterly line of said Lot 7 and the southerly extension thereof, Southerly 232 feet, more or less, to the southeasterly corner of Lot 4 of said Block 19 (Assessor's Map 04 01 03 BD);
- 238. Thence along the southerly line of said Lot 4, Westerly 10 feet, more or less, to a line which is parallel with and 10 feet westerly of the north-south centerline of said Block 19 (Assessor's Map 04 01 03 BD);
- 239. Thence along said parallel line, Southerly 174 feet, more or less, to the northerly right-of-way line of Tualatin Street (Assessor's Map 04 01 03 BD);
- 240. Thence along said northerly right-of-way line, Westerly 90 feet, more or less, to the southwesterly corner of said Block 19, also being on the easterly right-of-way line of S 2nd Street (Assessor's Map 04 01 03 BD);

- 241. Thence along said easterly right-of-way line, Southerly 80 feet, more or less, to the northwesterly corner of Block 20 of said plat, also being on the southerly right-of-way line of Tualatin Street (Assessor's Map 04 01 03 BD);
- 242. Thence along said southerly right-of-way line, Easterly 100 feet, more or less, to the north-south centerline of said Block 20 (Assessor's Map 04 01 03 BD);
- 243. Thence along said north-south centerline, Southerly 174 feet, more or less, to the northeasterly corner of Lot 8 of said Block 20 (Assessor's Map 04 01 03 BD);
- 244. Thence Southerly 59 feet, more or less, to a point on the southerly line of said Lot 8, which bears Westerly 8.00 feet, more or less, from the southeasterly corner thereof (Assessor's Map 04 01 03 BD);
- 245. Thence Southerly 62 feet, more or less, to a point on the southerly line of Lot 7 of said Block 20, which bears Westerly 30.00 feet, more or less, from the southeasterly corner thereof (Assessor's Map 04 01 03 BD);
- 246. Thence along said southerly line, Westerly 70 feet, more or less, to the southwesterly corner of said Lot 7, also being on the easterly right-of-way line of S 2nd Street (Assessor's Map 04 01 03 BD);
- 247. Thence along said easterly right-of-way line, Southerly 184 feet, more or less, to the northwesterly line of Vacation Ordinance No. 1526 (deeded November 9, 1959), which bears Southerly 474 feet from the northwesterly corner of said Block 20 (Assessor's Map 04 01 03 CA);
- 248. Thence leaving said easterly right-of-way line along the northwesterly line of said Vacation Ordinance, Southerly 74 feet, more or less, to the centerline of S 2nd Street (Assessor's Map 04 01 03 CA);
- 249. Thence along said centerline, Southerly 62 feet, more or less, to the southerly right-of-way line of S 2nd Street (Assessor's Map 04 01 03 CA);
- 250. Thence along said southerly right-of-way line, Westerly 40 feet, more or less, to the easterly line of Lot 22, Block 24 of said plat, which bears Northerly 40 feet from the southeasterly corner thereof (Assessor's Map 04 01 03 CA);
- 251. Thence Southwesterly 57 feet, more or less, to a point on the southerly line of said Lot 22, which bears Westerly 40 feet from the southeasterly corner thereof (Assessor's Map 04 01 03 CA);
- 252. Thence along a line parallel with the easterly line of said Lot 22, Southerly 40 feet, more or less, to the centerline of vacated Plymouth Street (Assessor's Map 04 01 03 CA);
- 253. Thence along said vacated centerline and the centerline of Plymouth Street, Westerly 440 feet, more or less, to the easterly right-of-way line of S 4th Street (Assessor's Map 04 01 03 CA);
- 254. Thence leaving said centerline and said easterly right-of-way line, Westerly 89 feet, more or less, to the southeasterly corner of Block 40 of said plat, also being the intersection of the westerly right-of-way line of S 4th Street and the northerly right-of-way line of Plymouth Street (Assessor's Map 04 01 03 CB);
- 255. Thence along said northerly right-of-way line, Westerly 760 feet, more or less, to the southwesterly corner of Block 56 (Knighton Square) of said plat, also being on the easterly right-of-way line of S 7th Street (Assessor's Map 04 01 03 CB);
- 256. Thence leaving said northerly right-of-way line, Westerly 99 feet, more or less, to the northeasterly corner of Lot 22, Block 67 of said plat (Assessor's Map 04 01 03 CB);

- 257. Thence along the northerly line of said Lot 22 and the westerly extension thereof, Westerly 380 feet, more or less, to the southwesterly corner of Lot 21, Block 72 of said plat (Assessor's Map 04 01 04 DA);
- 258. Thence along the westerly line of said Lot 21, Northerly 58 feet, more or less, to the southeasterly corner of Lot 3 of said Block 72 (Assessor's Map 04 01 04 DA);
- 259. Thence along the southerly line of said Lot 3 and the westerly extension thereof, Westerly 380 feet, more or less, to the northwesterly corner of Lot 2, Block 83 of said plat, also being on the easterly right-of-way line of S 10th Street (Assessor's Map 04 01 04 DA);
- 260. Thence along said easterly right-of-way line, Southerly 58 feet, more or less, to the southwesterly corner of said Lot 2 (Assessor's Map 04 01 04 DA);
- 261. Thence leaving said easterly right-of-way line along the westerly extension of the southerly line of said Lot 2, Westerly 190 feet, more or less, to the north-south centerline of Block 88 of said plat (Assessor's Map 04 01 04 DA);
- 262. Thence along said north-south centerline, Northerly 290 feet, more or less, to the southerly line of Lot 7 of said Block 88 (Assessor's Map 04 01 04 DA);
- 263. Thence along said southerly line, Westerly 26 feet, more or less, southeasterly right-of-way line of Old Portland Road (Assessor's Map 04 01 04 DA);
- 264. Thence leaving said southerly line and said southeasterly right-of-way line, Northwesterly 60 feet, more or less, when measured at right angles, to the northwesterly right-of-way line of Old Portland Road (Assessor's Map 04 01 04 DA);
- 265. Thence along said northwesterly right-of-way line, Northeasterly 133 feet, more or less, to the northeasterly corner of Document Number 2009-006344 (Assessor's Map 04 01 04 DA);
- 266. Thence along the northerly line of said deed, Westerly 124 feet, more or less, to the northwesterly corner of said deed, also being on the easterly right-of-way line of S 11th Street (Assessor's Map 04 01 04 DA);
- 267. Thence along said easterly right-of-way line, Southerly 94 feet, more or less, to the northwesterly corner said Lot 7 (Assessor's Map 04 01 04 DA);
- 268. Thence leaving said easterly right-of-way line, Westerly 80 feet, more or less, to the northeasterly corner of Lot 16, Block 99 of said plat, also being on the westerly right-of-way line of S 11th Street (Assessor's Map 04 01 04 DA);
- 269. Thence along said westerly right-of-way line, Southerly 58 feet, more or less, to the northerly line of Lot 17 of said Block 99 (Assessor's Map 04 01 04 DA);
- 270. Thence along said northerly line, Westerly 100 feet, more or less, to the westerly line of said Lot 17 (Assessor's Map 04 01 04 DA);
- 271. Thence along said westerly line, Southerly 58 feet, more or less, to the northerly line of Lot 5 of said Block 99 (Assessor's Map 04 01 04 DA);
- 272. Thence along said northerly line and the westerly extension thereof, Westerly 180 feet, more or less, to the southeasterly corner of Lot 17, Block 104 of said plat, also being on the westerly right-of-way line of S 12th Street (Assessor's Map 04 01 04 DA);
- 273. Thence along said westerly right-of-way line, Southerly 58 feet, more or less, to the northerly line of Lot 19 of said Block 104 (Assessor's Map 04 01 04 DA);

- 274. Thence along said northerly line and the westerly extension thereof, Westerly 200 feet, more or less, to the northwesterly corner of Lot 4 of said Block 104, also being on the easterly right-of-way line of S 13th Street (Assessor's Map 04 01 04 DA);
- 275. Thence along said easterly right-of-way line, Southerly 58 feet, more or less, to the southwesterly corner of said Lot 4 (Assessor's Map 04 01 04 DA);
- 276. Thence leaving said easterly right-of-way line, Westerly 80 feet, more or less, to the northeasterly corner of Lot 20, Block 115 of said plat, also being on the westerly right-of-way line of S 13th Street (Assessor's Map 04 01 04 DA);
- 277. Thence along said westerly right-of-way line, Southerly 58 feet, more or less, to the southeasterly corner of said Lot 20 (Assessor's Map 04 01 04 DA);
- 278. Thence along the southerly line of said Lot 20 and the westerly extension thereof, Westerly 380 feet, more or less, to the northeasterly corner of Lot 2, Block 120 of said plat (Assessor's Map 04 01 04 DB);
- 279. Thence along the easterly line of said Lot 2 and the southerly extension thereof, Southerly 370 feet, more or less, to the northeasterly corner of Lot 8, Block 119 of said plat (Assessor's Map 04 01 04 DC);
- 280. Thence along the northerly line of said Lot 8, Westerly 100 feet, more or less, to the northwesterly corner of said Lot 8, also being on the easterly right-of-way line of S 15th Street (Assessor's Map 04 01 04 DC);
- 281. Thence leaving said easterly right-of-way line, Westerly 80 feet, more or less, to a point on the westerly right-of-way line of S 15th Street, which bears Northerly 3.00 feet, more or less, from the northeasterly corner of Lot 15, Block 132 of said plat (Assessor's Map 04 01 04 DC);
- 282. Thence along said westerly right-of-way line, Southerly 177 feet, more or less, to the northeasterly corner of Lot 18 of said Block 132 (Assessor's Map 04 01 04 DC);
- 283. Thence along the northerly line of said Lot 18, Westerly 100 feet, more or less, to the northwesterly corner of said Lot 18 (Assessor's Map 04 01 04 DC);
- 284. Thence along the westerly line of said Lot 18 and the southerly extension thereof, Southerly 116 feet, more or less, to the northeasterly corner of Lot 3 of said Block 132 (Assessor's Map 04 01 04 DC);
- 285. Thence along the northerly line of said Lot 3 and the westerly extension thereof, Westerly 180 feet, more or less, to the northeasterly corner of Lot 20, Block 135 of said plat, also being on the westerly right-of-way line of S 16th Street (Assessor's Map 04 01 04 DC);
- 286. Thence along said westerly right-of-way line, Southerly 53 feet, more or less, to a line which is parallel with and 5.00 feet northerly of the southerly line of said Lot 20 (Assessor's Map 04 01 04 DC);
- 287. Thence along said parallel line, Westerly 56 feet, more or less, to a line which is parallel with and 44.00 feet easterly of the westerly line of said Lot 20 (Assessor's Map 04 01 04 DC);
- 288. Thence along said parallel line, Southerly 5 feet, more or less, to the northerly line of Lot 21 of said Block 135 (Assessor's Map 04 01 04 DC);
- 289. Thence along said northerly line and the northerly line of Lot 2 of said Block 135, Westerly 54 feet, more or less, to a line which is parallel with and 10.00 feet westerly of the easterly line of said Lot 2 (Assessor's Map 04 01 04 DC);

- 290. Thence along said parallel line and the southerly extension thereof, Southerly 67 feet, more or less, to a line that is parallel with and 9.00 feet southerly of the southerly line of said Lot 2 (Assessor's Map 04 01 04 DC);
- 291. Thence along said parallel line, Westerly 90 feet, more or less, to the easterly right-of-way line of S 17th Street (Assessor's Map 04 01 04 DC);
- 292. Thence leaving said easterly right-of-way line, Westerly 80 feet, more or less, to a point on the westerly right-of-way line of S 17th Street, which bears 8.00 feet southerly, more or less, from the northeasterly corner of Lot 21, Block 148 of said plat (Assessor's Map 04 01 04 DC);
- 293. Thence along said westerly right-of-way line, Southerly 90 feet, more or less, to the centerline of vacated Umatilla Street (Assessor's Map 04 01 04 DC);
- 294. Thence along said centerline, Westerly 199 feet, more or less, to the easterly right-of-way line of S 18th Street (Assessor's Map 04 01 04 DC);
- 295. Thence along said easterly right-of-way line, Southerly 202 feet, more or less, to the northwesterly right-of-way line of Old Portland Road (Assessor's Map 04 01 04 DC);
- 296. Thence along said northwesterly right-of-way line, Southwesterly 2,772 feet, more or less, to the intersection of the northeasterly right-of-way line of Railroad Avenue and the northerly right-of-way line of Gable Road (Assessor's Map 04 01 09 B0);
- 297. Thence along said northerly right-of-way line, Westerly 1,077 feet, more or less, to the southwesterly corner of Document Number 2016-011282 (Assessor's Map 04 01 09 BB):
- 298. Thence along the westerly line of said deed, Northerly 501 feet, more or less, to the northwesterly corner of said deed, also being on the southwesterly right-of-way line of Portland & Western Railroad Spur (Assessor's Map 04 01 09 BB);
- 299. Thence along said southwesterly right-of-way line, Northwesterly 736 feet, more or less, to the westerly line of Document Number 2017-007835 (Assessor's Map 04 01 08 AA);
- 300. Thence along said westerly line, Southerly 753 feet, more or less, to said northerly right-of-way line of Gable Road (Assessor's Map 04 01 08 AA);
- 301. Thence along said northerly right-of-way line, Northwesterly 776 feet, more or less, to the southeasterly line of Parcel 1 of Partition Plat No. 1995-004 (Assessor's Map 04 01 08 AA);
- 302. Thence along said southeasterly line, Northeasterly 381 feet, more or less, to the east line of the J McNulty Donation Land Claim No. 50 (Assessor's Map 04 01 08 AA);
- 303. Thence along said east line, Northwesterly 416 feet, more or less, to the centerline of Portland & Western Railroad (Assessor's Map 04 01 08 AA);
- 304. Thence along said centerline, Northeasterly 3,799 feet, more or less, to the northwesterly extension of the southwesterly line of Document Number 1998-015060 (Assessor's Map 04 01 04 CB);
- 305. Thence leaving said centerline along said northwesterly extension and the southwesterly line of said deed and the southwesterly line of Document Number 1998-015062, Southeasterly 279 feet, more or less, to the southerly corner of Document Number 1998-015062 (Assessor's Map 04 01 04 CB);
- 306. Thence along the southeasterly line of said deed, Northeasterly 128 feet, more or less, to the southwesterly corner of Document Number 2005-010694 (Assessor's Map 04 01 04 CA);

- 307. Thence along the southwesterly line of said deed, Southeasterly 336 feet, more or less, to the westerly corner of Document Number 2013-009583 (Assessor's Map 04 01 04 CA);
- 308. Thence along the northwesterly line of said deed, Northeasterly 91 feet, more or less, to the northerly corner of said deed (Assessor's Map 04 01 04 CA);
- 309. Thence along the northeasterly line of said deed, Southeasterly 100 feet, more or less, to the easterly corner of said deed, also being on the northwesterly right-of-way line of Crouse Way (Assessor's Map 04 01 04 CA);
- 310. Thence along said northwesterly right-of-way line, Northeasterly 327 feet, more or less, to the westerly extension of the northerly right-of-way line of Church Street (Assessor's Map 04 01 04 CA);
- 311. Thence along said westerly extension and the northerly right-of-way line of Church Street, Easterly 502 feet, more or less, to the westerly right-of-way line of S 18th Street (Assessor's Map 04 01 04 CA);
- 312. Thence leaving said northerly right-of-way line, Southeasterly 123 feet, more or less, to the southwesterly corner of Block 145 of the plat "St. Helens", also being the intersection of the easterly right-of-way line of S 18th Street and the northerly right-of-way line of Cowlitz Street (Assessor's Map 04 01 04 CA);
- 313. Thence along said northerly right-of-way line, Easterly 1,600 feet, more or less, to the southeasterly corner of Block 106 of said plat, also being on the westerly right-of-way line of S 12th Street (Assessor's Map 04 01 04 AC);
- 314. Thence along said westerly right-of-way line, Northerly 628 feet, more or less, to the northeasterly corner of Lot 12, Block 106 of said plat (Assessor's Map 04 01 04 AC);
- 315. Thence leaving said westerly right-of-way line, Northeasterly 92 feet, more or less, to the intersection of the easterly right of way line of S 12th Street and the northerly right-of-way line of St. Helens Street (Assessor's Map 04 01 04 AD);
- 316. Thence along said northerly right-of-way line, Easterly 200 feet, more or less, to the westerly right-of-way line of S 11th Street (Assessor's Map 04 01 04 AD);
- 317. Thence leaving said northerly right-of-way line and said westerly right-of-way line, Northerly 280 feet, more or less, to the intersection of the easterly right-of-way line of S 11th Street and the southeasterly right-of-way line of Columbia Boulevard (Assessor's Map 04 01 04 00);
- 318. Thence along said southeasterly right-of-way line, Northeasterly 570 feet, more or less, to the westerly right-of-way line of S 9th Street (Assessor's Map 04 01 04 AA);
- 319. Thence leaving said southeasterly right-of-way line, Northeasterly 81 feet, more or less, to the Point of Beginning (Assessor's Map 04 01 04 AA).

Parcel 2:

Beginning at the southeasterly corner of Lot 12, Block 71 of the plat "St. Helens", also being on the westerly right-of-way line of S 8th Street, located in the Southwest One-Quarter of Section 3, Township 4 North, Range 1 West, Willamette Meridian, City of St. Helens, Columbia County, Oregon (Assessor's Map 04 01 03 CB):

- 400. Thence along said westerly right-of-way line, Southeasterly 174 feet, more or less, to the southeasterly corner of Lot 15 of said Block 71, also being on the southerly right-of-way line of S 8th Street (Assessor's Map 04 01 03 CB);
- 401. Thence along said southerly right-of-way line, Easterly 40 feet, more or less, to the centerline of S 8th Street, also being on the westerly line of the Heavy Industrial Zone boundary (Assessor's Map 04 01 03 CB);
- 402. Thence leaving said centerline along said westerly zone boundary line, Southwesterly 224 feet, more or less, to the northwesterly corner of Lot 19 of said Block 71 (Assessor's Map 04 01 03 00);
- 403. Thence continuing along said westerly zone boundary line, Southerly 544 feet, more or less, to the intersection of the easterly right-of-way line of S 9th Street and the southerly right-of-way line of East Street (Assessor's Map 04 01 03 00);
- 404. Thence along said southerly right-of-way line, Westerly 2,050 feet, more or less, to the westerly right-of-way line of S 16th Street (Assessor's Map 04 01 09 AB);
- 405. Thence along said westerly right-of-way line, Northerly 235 feet, more or less, to the northeasterly corner of Block 134 of said plat, also being on the southerly right-of-way line of Umatilla Street (Assessor's Map 04 01 04 DC);
- 406. Thence along said southerly right-of-way line, Easterly 180 feet, more or less, to the northwesterly corner of Lot 4, Block 133 of said plat, also being on the southerly extension of the north-south centerline of Block 132 of said plat (Assessor's Map 04 01 04 DC);
- 407. Thence along said southerly extension and the north-south centerline of said Block 132, Northerly 144 feet, more or less, to a line that is parallel with and 6.00 feet northerly of the northerly line of Lot 22 of said Block 132 (Assessor's Map 04 01 04 DC);
- 408. Thence along said parallel line, Easterly 100 feet, more or less, to the westerly right-of-way line of S 15th Street (Assessor's Map 04 01 04 DC);
- 409. Thence leaving said westerly right-of-way line, Northeasterly 96 feet, more or less, to the northwesterly corner of Lot 2, Block 119 of said plat, also being on the easterly right-of-way line of S 15th Street (Assessor's Map 04 01 04 DD);
- 410. Thence along said easterly right-of-way line, Northerly 58 feet, more or less, to the southwesterly corner of Lot 4 of said Block 119 (Assessor's Map 04 01 04 BC);
- 411. Thence along the southerly line of said Lot 4, Easterly 100 feet, more or less, to the southeasterly corner of said Lot 4 (Assessor's Map 04 01 04 DD);
- 412. Thence along the easterly line of said Lot 4, Northerly 58 feet, more or less, to the southwesterly corner of Lot 18 of said Block 119 (Assessor's Map 04 01 04 DD);
- 413. Thence along the southerly line of said Lot 18, Easterly 100 feet, more or less, to the southeasterly corner of said Lot 18, also being on the westerly right-of-way line of S 14th Street (Assessor's Map 04 01 04 DD);
- 414. Thence along said westerly right-of-way line, Northerly 58 feet, more or less, to the northeasterly corner of said Lot 18 (Assessor's Map 04 01 04 DD);
- 415. Thence leaving said westerly right-of-way line, Easterly 80 feet, more or less, to the southwesterly corner of Lot 6, Block 116 of said plat, also being on the easterly right-of-way line of S 14th Street (Assessor's Map 04 01 04 DD);
- 416. Thence along said easterly right-of-way line, Northerly 116 feet, more or less, to the southwesterly corner of Lot 8 of said Block 116 (Assessor's Map 04 01 04 DD);

- 417. Thence along the southerly line of said Lot 8, Easterly 100 feet, more or less, to the southeasterly corner of said Lot 8 (Assessor's Map 04 01 04 DD);
- 418. Thence along the easterly line of said Lot 8, Northerly 58 feet, more or less, to the southwesterly corner of Lot 14 of said Block 116 (Assessor's Map 04 01 04 DD);
- 419. Thence along the southerly line of said Lot 14 and the easterly extension thereof, Easterly 180 feet, more or less, to the southwesterly corner of Lot 9, Block 103 of said plat, also being on the easterly right-of-way line of S 13th Street (Assessor's Map 04 01 04 DD);
- 420. Thence along said easterly right-of-way line, Northerly 58 feet, more or less, to the northwesterly corner of said Lot 9 (Assessor's Map 04 01 04 DD);
- 421. Thence along the northerly line of said Lot 9 and the easterly extension thereof, Easterly 660 feet, more or less, to the southwesterly corner of Lot 13, Block 87 of said plat (Assessor's Map 04 01 04 DA);
- 422. Thence along the westerly line of said Lot 13, Northerly 58 feet, more or less, to the northwesterly corner of said Lot 13 (Assessor's Map 04 01 04 DA);
- 423. Thence along the northerly line of said Lot 13 and the easterly extension thereof, Easterly 190 feet, more or less, to the southwesterly corner of Lot 11, Block 84 of said plat, also being on the easterly right-of-way line of S 10th Street (Assessor's Map 04 01 04 DA);
- 424. Thence along said easterly right-of-way line, Southerly 9 feet, more or less, to a line that is parallel with and 9.00 feet southerly of the southerly line of said Lot 11 (Assessor's Map 04 01 04 DA);
- 425. Thence along said parallel line, Easterly 100 feet, more or less, to the north-south centerline of said Block 84 (Assessor's Map 04 01 04 DA);
- 426. Thence along said north-south centerline, Northerly 9 feet, more or less, to the southwesterly corner of Lot 12 of said Block 84 (Assessor's Map 04 01 03 CB);
- 427. Thence along the southerly line of said Lot 12 and the easterly extension thereof, Easterly 380 feet, more or less, to the Point of Beginning (Assessor's Map 04 01 03 CB).

The above described tract of land contains 752 acres, more or less.

Bearings shown with degrees, seconds, and minutes are based on Oregon State Plane Coordinates North Zone 3601, NAD83(91).

8/19/2020



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St. Helens Urban Renewal REPORT

On the Urban Renewal Plan Amendment 2



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Acknowledgments

St. Helens Urban Renewal Agency

Doug Morten, Board Chair Stephen Topaz, Board Vice Chair Ginny Carlson Keith Locke Rick Scholl

City Council

Mayor Rick Scholl Ginny Carlson Keith Locke Doug Morten Stephen R. Topaz

Planning Commission

Russell Hubbard, Chair Dan Cary, Vice-Chair Greg Cohen Kathryn Lawrence Jennifer Puglsey Sheila Semling Audrey Webster

Staff

John Walsh, City Administrator Jennifer Dimsho, AICP Associate Planner

Consultant Team

Elaine Howard Consulting, LLC Elaine Howard Scott Vanden Bos

Tiberius Solutions LLC Nick Popenuk Ali Danko Rob Wyman ECONorthwest was the primary author of the Report on the Plan that was adopted in 2017. Elaine Howard Consulting LLC and Tiberius Solutions LLC were on the 2017 consultant team. ECONorthwest has graciously provided permission to use their document format for Amendment 2 to provide consistency in documents for the City of St. Helens.

Definitions

- "Agency" means the City of St. Helens Urban Renewal Agency. This Agency is responsible for administration of the urban renewal plan. In St. Helens, the Agency board is the St. Helens City Council.
- "Annual report" means annual report on impacts to taxing jurisdictions and former year and following year budgets as required in ORS 457.460.
- "Area" means the properties and rights of way located within the St. Helens urban renewal boundary.
- "AV" means assessed value of property.
- "Blight" is defined in ORS 457.010(1)(A-E) and identified in the ordinance adopting the urban renewal plan.
- "City" means the City of St. Helens, Oregon.
- "City Council" or "Council" means the City Council of the City of St. Helens.
- "Comprehensive Plan" means the City of St. Helens comprehensive land use plan and its implementing ordinances, policies, and standards.
- "County" means Columbia County.
- "Fiscal year" means the year commencing July 1 and closing June 30.
- "Frozen base" means the total assessed value including all real, personal, manufactured, and utility values within an urban renewal area at the time of adoption. The county assessor certifies the assessed value after the adoption of an urban renewal plan.
- "Increment" means that part of the assessed value of a taxing district attributable to any increase in the assessed value of the property located in an urban renewal area, or portion thereof, over the assessed value specified in the certified statement.
- "Maximum indebtedness" means the amount of the principal of indebtedness included in a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness.
- "ORS" means the Oregon revised statutes and specifically Chapter 457, which relates to urban renewal.
- "Planning Commission" means the St. Helens Planning Commission.
- "RMV" means real market value of property.
- "Tax increment financing (TIF)" means the funds that are associated with the division of taxes accomplished through the adoption of an urban renewal plan.
- "Tax increment revenues" means the funds allocated by the assessor to an urban renewal area due to increases in assessed value over the frozen base within the area.
- "Under-levy" means taking less than the available tax increment in any year as defined in ORS 457.455.
- "URA" means urban renewal area.

"Urban renewal agency" or "Agency" means an urban renewal agency created under ORS 457.035 and 457.045. This agency is responsible for administration of the urban renewal plan.

"Urban renewal plan" or "Plan" means a plan, as it exists or is changed or modified from time to time, for one or more urban renewal areas, as provided in ORS 457.085, 457.095, 457.105, 457.115, 457.120, 457.125, 457.135 and 457.220.

"Urban renewal project" or "Project" means any work or undertaking carried out under ORS 457.170 in an urban renewal area.

"Urban renewal report" or "Report" means the official report that accompanies the urban renewal plan pursuant to ORS 457.085(3).

"St. Helens Transportation Systems Plan (TSP)" means the Transportation System Plan adopted by the St. Helens City Council.

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Item #1.

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1. Introduction and Purpose

The purpose of this Urban Renewal Report (Report) is to provide context and supplemental information to support the St. Helens Urban Renewal Plan 2020 Substantial Amendment (Amendment 2). It provides information about the following:

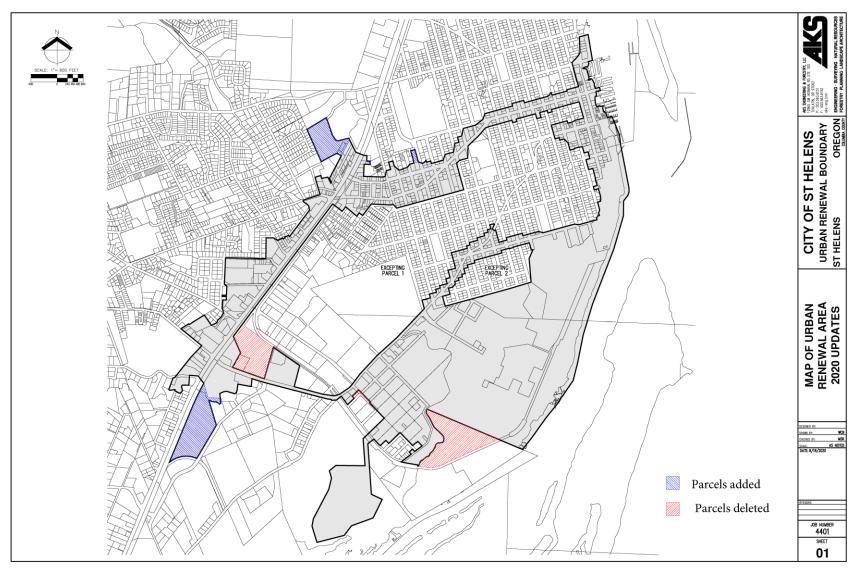
- Funding Plan: ORS 457.085 (3) requires a funding plan for projects included in the Plan.
- **Existing Conditions**: As required by ORS 457.095, this Report provides data to support the ordinance that Council passed to adopt Amendment 2, a substantial amendment to the St. Helens Urban Renewal Plan (Plan).

This Report serves as guidance for the St. Helens Urban Renewal Agency (Agency) as it implements the Plan. The Agency will review potential project investments each year and can adjust its approach given tax increment revenues and Agency goals. The Agency can change the timing of projects, adjust debt financing timeframes, and make any other changes as allowed in the amendments section of the Plan.

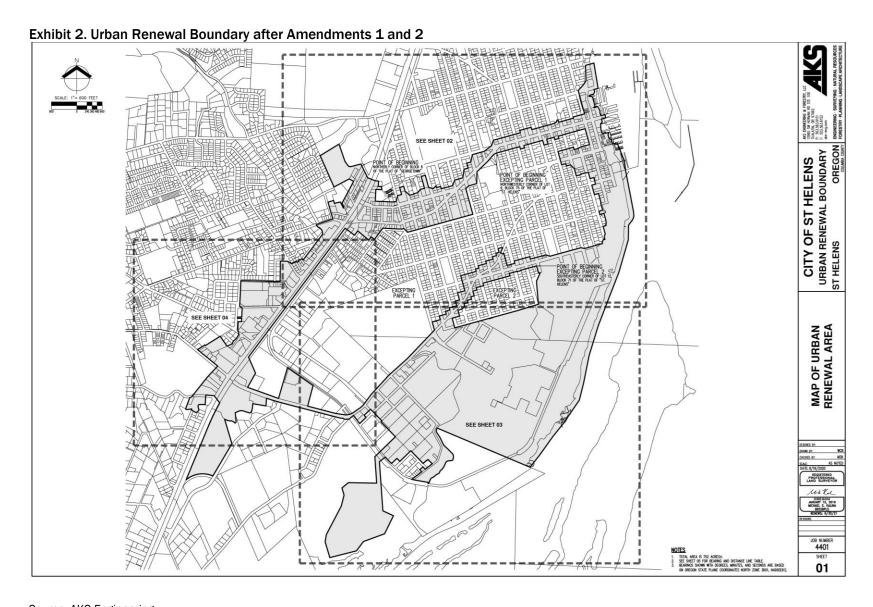
2. Reason for Urban Renewal Area Selection

The primary reason for the selection of the urban renewal boundary, shown in Exhibit 2, is to capture the areas within the City of St. Helens that are blighted, slated for development that would support the financial efforts of the existing St. Helens Urban Renewal Area (URA) and assist curing blight in the St. Helens Urban Renewal Area. Exhibit 1 shows the boundary revisions in Amendment 2. Exhibit 2 shows the boundary after revisions from Amendment 1 and Amendment 2

Exhibit 1. Urban Renewal Boundary Additions and Deletions in Amendment 2.



Source: AKS Engineering



Source: AKS Engineering

Identifying Blight

According to ORS 457.010(1), a blighted area has, "by reason of deterioration, faulty planning, inadequate or improper facilities, deleterious land use or the existence of unsafe structures, or any combination of these factors, are detrimental to the safety, health or welfare of the community. A blighted area is characterized by the existence of one or more of the following conditions:

- (a) The existence of buildings and structures, used or intended to be used for living, commercial, industrial or other purposes, or any combination of those uses, that are unfit or unsafe to occupy for those purposes because of any one or a combination of the following conditions: (A) Defective design and quality of physical construction; (B) Faulty interior arrangement and exterior spacing; (C) Overcrowding and a high density of population; (D) Inadequate provision for ventilation, light, sanitation, open spaces and recreation facilities; or (E) Obsolescence, deterioration, dilapidation, mixed character or shifting of uses;
- (b) An economic dislocation, deterioration or disuse of property resulting from faulty planning;
- (c) The division or subdivision and sale of property or lots of irregular form and shape and inadequate size or dimensions for property usefulness and development;
- (d) The laying out of property or lots in disregard of contours, drainage and other physical characteristics of the terrain and surrounding conditions;
- (e) The existence of inadequate streets and other rights of way, open spaces and utilities;
- (f) The existence of property or lots or other areas that are subject to inundation by water;
- (g) A prevalence of depreciated values, impaired investments and social and economic maladjustments to such an extent that the capacity to pay taxes is reduced and tax receipts are inadequate for the cost of public services rendered;
- (h) A growing or total lack of proper utilization of areas, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to the public health, safety and welfare; or
- (i) A loss of population and reduction of proper utilization of the area, resulting in its further deterioration and added costs to the taxpayer for the creation of new public facilities and services elsewhere."

3. Existing Conditions

This section includes information on:

- Physical Conditions
- Social Conditions
- Economic Conditions

These conditions establish the rationale for declaring blight in the urban renewal area.

3.1. Physical Conditions

This section describes the physical conditions of the urban renewal area, including current land use, zoning designations, and comprehensive plan designations.

Land Use

Exhibit 3 shows the current land use designations for the properties to be added in Amendment 2. Exhibit 4 shows the land use designations for the property to be removed Amendment 2. Exhibit 5 shows the land use of the parcels in the URA after Amendment 2 including those changes made in Amendment 1.

Vacant land makes up about one-third of the land in the URA. None of the parcels to be added have any improvements on them, indicating a prevalence of depreciated values, impaired investments and social and economic maladjustments to such an extent that the capacity to pay taxes is reduced and tax receipts are inadequate for the cost of public services rendered;.

Exhibit 3. St. Helens Urban Renewal Area Land Use of Parcels to be Added

Land Use	Parcels	Parcel Acres	Percent of Total Acreage to be Added
Commercial	7	31.15	100%
Total	7	31.15	100%

Source: City of St. Helens Certified Tax Roll Data FY19-20

Exhibit 4. St. Helens Urban Renewal Area Land Use of Parcels to be Removed

Land Use	and Use Parcels		Percent of Total Acreage to be Added
Commercial	4	38.85	100%
Total	4	38.85	100%

Source: City of St. Helens Certified Tax Roll Data FY19-20

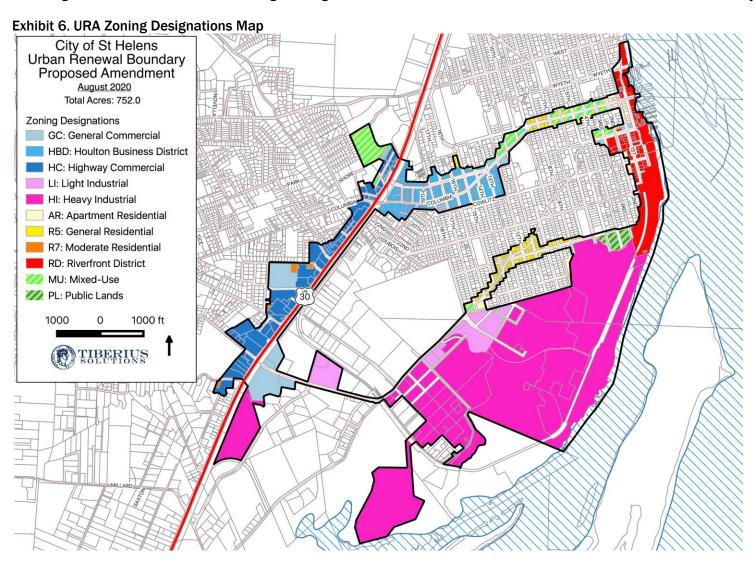
Exhibit 5. St. Helens Urban Renewal Area Land Use of Parcels

Land Use	Parcels	Parcel Acres	Percent of Total Acreage
Commercial	210	121.94	20.21%
Condominium	12	0.46	0.08%
Industrial	3	20.27	3.36%
Multifamily Residential	8	3.35	0.56%
Single-family Residential	191	31.24	5.18%
Exempt	49	199.68	33.10%
Miscellaneous	6	42.21	7.00%
Vacant	91	184.01	30.51%
Total	570	603.16	100%

Source: City of St Helens. Certified Tax Roll Data FY16-17 and amendment property data from St. Helens Urban renewal Plan Amendment 1 and 2

Exempt means that the property is owned by a public entity and does not pay property taxes.

Zoning Exhibit 6 shows zoning designations of land within the urban renewal boundary.



Source: Tiberius Solutions using City of St Helens. Certified Tax Roll Data FY 19-20.

Exhibit 7 shows the current zoning designations for the properties to be added in Amendment 2. Exhibit 8 shows the zoning designations for the property to be removed in Amendment 2. Exhibit 9 shows the zoning of the parcels in the URA after Amendment 2 including those changes made in Amendment 1.

Exhibit 7. St. Helens Urban Renewal Area Zoning of Parcels to be Added

Zoning	Parcels	Parcel Acres	Percent of Total URA Acreage
General Commercial	3	0.84	2.70%
General Residential	1	0.67	2.15%
Heavy Industrial	1	19.16	61.51%
Houlton Business District	1	0.18	0.58%
Mixed Use	1	10.3	33.07%
Total	7	31.15	100%

Source: City of St. Helens

Exhibit 8. St. Helens Urban Renewal Area Zoning of Parcels to be Removed

Zoning	Parcels	Parcel Acres	Percent of Total URA Acreage
General Commercial	2	15.91	40.95%
Heavy Industrial	1	22.72	58.48%
County Heavy Industrial	1	0.22	.57%
Total	3	38.85	100%

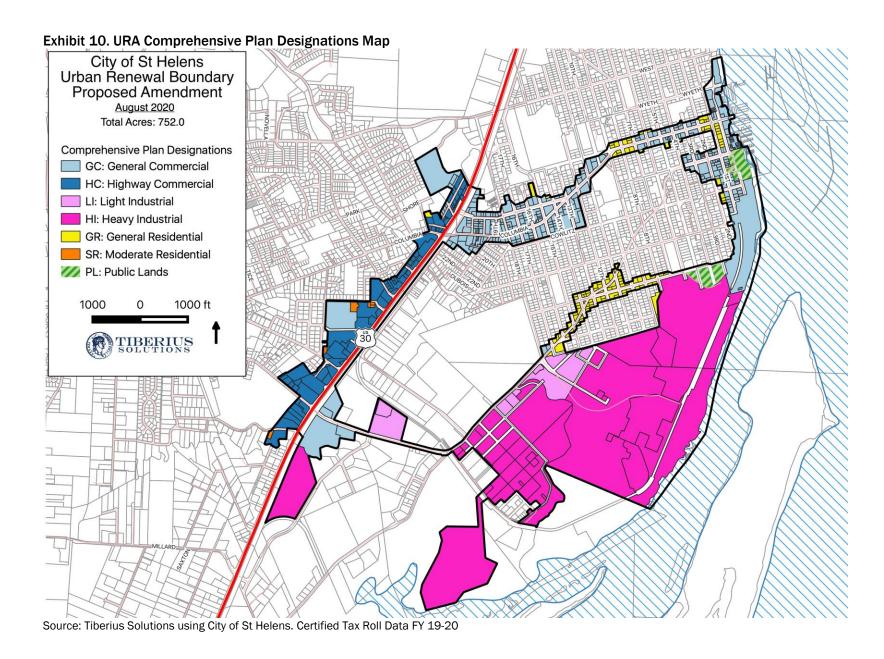
Source: City of St. Helens

Exhibit 9. St. Helens Urban Renewal Area Zoning of Parcels

Zoning	Parcels	Parcel Acres	Percent of Total URA Acreage
Apartment Residential	28	5.96	0.99%
General Commercial	27	27.92	4.63%
General Residential	80	12.69	2.10%
Heavy Industrial	42	373.06	61.86%
Highway Commercial	88	53.52	8.87%
Houlton Business District	146	32.73	5.43%
Light Industrial	9	28.96	4.82%
Mixed Use	60	27.81	4.61%
Moderate Residential	6	1.83	0.30%
Riverfront District	82	43.14	7.15%
Public Land	2	3.27	.54%
Total	570	603.18	100%

Source: Elaine Howard Consulting, LLC from data from Tiberius Solutions

Exhibit 10 shows the comprehensive plan designations of land within the urban renewal boundary.



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The proposed uses within the URA conform to the uses shown in Exhibit 13. Exhibit 11 shows the current comprehensive plan designations for the properties to be added in Amendment 2. Exhibit 12 shows the comprehensive plan designations for the property to be removed in Amendment 2. Exhibit 13 shows the comprehensive plan designations of the parcels in the URA after Amendment 2 including those changes made in Amendment 1.

Exhibit 11. St. Helens Urban Renewal Area Comprehensive Plan of Parcels to be Added

Comprehensive Plan	Parcels	Parcel Acres	Percent of Total URA Acreage
General Commercial	5	11.32	36.34%
General Residential	1	0.67	2.15%
Heavy Industrial	1	19.16	61.51%
Total	7	31.15	100%

Source: City of St. Helens

Exhibit 12. St. Helens Urban Renewal Area Comprehensive Plan of Parcels to be Removed

Comprehensive Plan	Parcels	Parcel Acres	Percent of Total URA Acreage
General Commercial	2	15.91	40.95%
Heavy Industrial	1	22.72	58.48%
County Heavy Industrial	1	.22	.57%
Total	3	38.85	100%

Source: City of St. Helens

Exhibit 13. St. Helens Urban Renewal Area Comprehensive Plan of Parcels

Comprehensive Plan Designation	Parcels	Parcel Acres	Percent of Total URA Acreage
General Commercial	309	120.39	19.96%
General Residential	108	18.65	3.09%
Highway Commercial	88	53.52	8.87%
Heavy Industrial	42	373.07	61.85%
Light Industrial	9	27.81	4.61%
Public Lands	8	7.91	1.31%
Suburban Residential	6	1.83	0.30%
Total	570	603.18	100%

Source: Elaine Howard Consulting, LLC from data from Tiberius Solutions

3.2. Social Conditions

The social conditions in the URA have not changed as a result of Amendment 2.

3.3 Economic and Development Conditions

In addition to the challenges cited in the 2017 Plan, the closure of Armstrong World Industries has brought significant economic hardship to the URA, with only \$148 in revenue received in FYE 2020. The financial model created for the adoption of the Plan anticipated tax increment revenues of \$293,615, a difference of \$293,467. It is anticipated that the addition of the property will aid in increasing the tax increment revenue so the projects proposed in the Plan can be completed.

None of the property being brought into the URA have existing real market value of improvements in the assessor's files at the time they are being brought into the URA. These are underdeveloped.

4. Impact on Municipal Services

This section does not change as a result of Amendment 2.

5. Funding Plan

5.1. Overview

The primary source of funding for the URA is anticipated to be Tax Increment Financing (TIF). The following discussion is an overview of Oregon's property tax system and the basic functions of tax increment financing and is not intended as a detailed description of applicable law.

Oregon's Property Tax System

In Oregon, each county's assessor calculates property taxes as the product of assessed value, subject to certain constitutional tax rate limitations.

Assessed Value¹

Oregon's property tax system distinguishes between the "maximum assessed value" and the "real market value" of property:

- The real market value is the price that a property would sell for in a transaction between two impartial parties.
- The maximum assessed value is calculated by formula. The state established the maximum assessed value for each property in Fiscal Year End (FYE) 1998, with the initial value equal to 10% less than the FYE 1996 real market value. In most situations, the maximum assessed value increases by 3% each year, unless an exception event occurs, such as the expiration of property tax benefits, a change in zoning and subsequent change in land use, or (most commonly) new development or redevelopment occurs.

The assessed value of a property is equal to the lesser of the two values: real market value or maximum assessed value. Since this system was first implemented in FYE 1998, the real market values of most properties in Oregon have grown faster than 3% per year. This means most properties are assessed based on their maximum assessed value and experience a growth of 3% in assessed value each year.

Tax Rates

Municipalities and special districts in Oregon have the authority to impose property taxes. The combined tax rates for all overlapping taxing districts is known as the consolidated tax rate. These tax rates are expressed as dollars per \$1,000 of assessed value (also known as "mill rates"). There are three types of tax rates in the State of Oregon: (1) permanent rates, (2) local option levies, and (3) general obligation bond levies.

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¹ Refer to the Oregon Department of Revenue, "Maximum Assessed Value Manual" (2016) for more information about the calculation of assessed value in Oregon.

- Permanent rates cannot change. The majority of taxing districts in Oregon impose the full amount allowed by their permanent rate limit and therefore experience no change in their tax rate from year to year. All permanent rates for overlapping taxing districts are included in the consolidated tax rate for the URA.
- Local option levies are temporary tax rates that must be voter approved. With local option levies, jurisdictions can impose more taxes than would otherwise be possible within their permanent rate limit. ORS 457.445 excludes all local option levies from the calculation of the consolidated tax rate for the URA.
- General obligation bond levies are also temporary tax rates that must be voter approved. General obligation bond levies, however, can only be imposed for capital projects, whereas local option levies can be used for both capital and operations. Additionally, local option levies have limitations on the maximum duration of the levy, which do not apply to general obligation bond levies. Lastly, general obligation bond levies are exempt from the property tax limitations imposed by Measure 5 in 1991. ORS 457.445 excludes all general obligation bonds that were approved by voters after October 6, 2001 from the calculation of the consolidated tax rate for the URA.

Tax Rate Limitations

In 1991, Oregon voters approved Ballot Measure 5, which amended the Oregon Constitution to establish an upper limit on the amount of property taxes that the assessor can collect from each individual property. These limitations are \$5 per \$1,000 of **real market value** for education and \$10 per \$1,000 of **real market value** for general government purposes. General obligation bond rates are excluded from these tax rate limitations. These tax rate limitations are calculated based on real market value, whereas tax rates apply to assessed value. When the taxes on an individual property exceed the tax rate limitations, the amount of taxes imposed is reduced, resulting in "compression" losses for the impacted taxing districts.

Tax Increment Financing

ORS 457.420 allows urban renewal agencies to use TIF to pay for projects identified in urban renewal plans. TIF is not an increase in property tax rates, but instead is a division of property tax revenues. A portion of the property tax revenue generated within an urban renewal area is redirected from the overlapping taxing districts to the urban renewal agency.

When an urban renewal area is first established, the total assessed value of property in the area is recorded as the "frozen base." In future years, if the assessed value of the area increases, the difference between the total assessed value and the frozen base is known as the "increment" value. Property tax revenue generated by the frozen base continues to go to overlapping taxing districts as normal, but tax generated from the increment value is redirected to the urban renewal agency as TIF revenue.

Because TIF revenue requires property values to increase above the frozen base, and because Oregon's property tax system limits the growth in maximum assessed value to 3.0% per year for most properties, urban renewal areas typically have relatively limited TIF revenue in their early years, and more revenue over time. Agencies that stimulate new development tend to be more successful, generating higher amounts of TIF revenue earlier in their timeline that allow for investment in more projects earlier.

Given these dynamics, urban renewal agencies often borrow money and repay it over time with TIF revenue. This allows urban renewal agencies to accelerate the timing of projects, spurring more development early on and requiring long-term repayment of principal and interest.

The funding plan described in this Report forecasts the annual TIF revenue that would be generated in the URA over the long-term, and then converts that TIF revenue to borrowing capacity over time. If the total borrowing capacity is within the maximum indebtedness identified in the Plan and sufficient to pay for the costs of all projects listed in the Plan, then the Plan is economically sound and feasible, as required by ORS 457.095.

5.2. Summary of Project Costs and Timing

Exhibit 14 shows a summary of total project costs and timing. This Exhibit is not changed in Amendment 2. The Agency may determine to undertake projects at different times as determined through the annual budgeting process. Some projects will require funding from multiple sources, and use TIF essentially as matching funds or gap filling funds. **The numbers shown in Exhibit 14 are only the portions of project costs that would be funded by urban renewal.** The total amount of TIF used for all projects, excluding administration and finance fees, is \$41,796,272 in constant 2020 dollars. The cost of administration and finance fees over the life of the URA increase this total to \$42,152,252. The Plan assumes annual inflation rate of 3% per year. When accounting for inflation and based on the assumed timing of projects, the total project costs and financing fees in nominal year-of-expenditure (YOE) dollars is \$62,000,000, the maximum indebtedness established by the Plan. The prior frozen base established by the Columbia County Assessor was \$171,187,460. The estimated future frozen base assessed value of the URA after Amendment 2 is estimated at \$171,650,367.

Although Exhibit 14 lists the estimated completion dates for all projects, many projects will be funded in phases over a longer period, which means that expenditures for some projects would begin much earlier than the completion dates listed in Exhibit 14.

Exhibit 14. Summary of Estimated Project Costs and Anticipated Timing*

	Project Cost Anticipa			Anticipated	
Project Name		2017\$		YOE \$	Completion Date
Site Preparation					
Contributions for Waterfront Site Preparation or Remediation	\$	1,500,000	\$	1,791,200	2020
Site Preparation and Infrastructure Loans or Grants	\$	2,500,000	\$	4,063,600	2040
Waterfront Utilities and Stormwater Infrastructure: Phase 1	\$	1,400,000	\$	1,485,300	2019
Waterfront Utilities and Stormwater Infrastructure: Phase 2	\$	900,000	\$	1,074,700	2022
Subtotal	\$	6,300,000	\$	8,414,800	
Open Space					
Columbia View Park Expansion	\$	1,100,000	\$	1,275,200	2020
Waterfront Greenway Trail/Park Design Phase 1 & Bank Enhancement	\$	3,000,000	\$	3,477,900	2022
Trestle Trail Contribution	\$	750,000	\$	1,101,400	2030
Marina Contribution	\$	750,000	\$	1,038,200	2026
Waterfront Greenway Trail/Tualatin St. Plaza Design Phase 2	\$	3,000,000	\$	3,914,400	2026
Habitat/Riparian Projects	\$	500,000	\$	903,100	2036
Partnership to Improve County Courthouse Plaza	\$	750,000	\$	1,134,500	2027
Wayfinding Improvements	\$	250,000	\$	298,500	2024
Subtotal	\$	10,100,000	\$	13,143,200	
nfrastructure					
Road Extension on South 1st and the Strand	\$	2,300,000	\$	2,579,900	2023
First Street and Strand Road Improvements	\$	1,000,000	\$	1,159,300	2022
Old Portland Road/Gable Intersection Improvements	\$	600,000	\$	760,700	2026
Old Portland Road/Plymouth Street Intersection Improvements	\$	600,000	\$	760,700	2026
Plymouth Street Improvements	\$	200,000	\$	261,000	2026
Corridor Master Plan Improvements	\$	13,200,000	\$	21,700,800	2036
US 30 Road Projects - Short Term	\$	1,200,000	\$	1,565,800	2026
US 30 Road Projects - Long Term	\$	2,000,000	\$	4,065,600	2039
Subtotal	\$	21,100,000	\$	32,853,800	
Economic Development					
Economic Development Planning	\$	500,000	\$	792,000	2041
Storefront improvement Program	\$	1,500,000	\$	2,491,800	2041
Subtotal	\$	2,000,000	\$	3,283,800	
Administration					
Administration	\$	2,275,000	\$	3,497,100	2043**
Finance Fees	\$	581,000	\$	793,000	2036
Subtotal	\$	2,856,000	\$	4,290,100	
Total Expenditures	\$	42,356,000	\$	61,985,700	

Source: Tiberius Solutions.

Notes: YOE stands for Year of Expenditure;

^{*}Cost is only the urban renewal contribution to a larger project that will require other yet-to-be-determined public or private funding sources.
**Cumulative total over the course of the life of the URA

5.3. TIF Revenue Forecast

This section describes the methods and assumptions used to forecast TIF revenue.

The City of St. Helens contracted with Tiberius Solutions LLC in 2020 to provide an updated financial forecast for the URA. This forecast, shown in Attachment A, was request by city staff as a large business located within the URA, Armstrong World Industries, terminated operations and thus impacted the assessed values within the Area. In FY 2019/20 the Area received only \$148 in tax increment revenues while the financial model created for the adoption of the Plan anticipated tax increment revenues of \$293,615, a difference of \$293,467. As a result of the financial analysis, the recommendation was to add properties with development potential to the URA to aid in increasing the tax increment revenues so the projects in the Plan can be completed.

Tax Rates

Exhibit 15 summarizes the applicable tax rates for the URA. The total consolidated tax rate for the URA is \$12.6065 per \$1,000 of assessed value. This tax rate is composed of only the permanent rates of overlapping taxing districts. Because the consolidated tax rate does not include local option or general obligation bond levies, the applicable tax rate is unlikely to change in future years.

Exhibit 15. Consolidated Tax Rate

Jurisdiction Name	Туре	Rate
General Government		
Columbia County	Permanent	\$ 1.3956
Columbia 4H & Extension	Permanent	\$ 0.0571
Columbia 9-1-1- Communication District	Permanent	\$ 0.2554
Columbia Vector	Permanent	\$ 0.1279
Port of Columbia County	Permanent	\$ 0.0886
Columbia SWCD	Permanent	\$ 0.1000
Columbia River Fire	Permanent	\$ 2.9731
St. Helens Aquatic District	Permanent	\$ 0.2347
City of St. Helens	Permanent	\$ 1.9078
Subtotal	Gen. Govt.	\$ 7.1402
Education		
NW Regional ESD	Permanent	\$ 0.1538
St. Helens 502 School	Permanent	\$ 5.0297
Portland Community College	Permanent	\$ 0.2828
Subtotal	Education	\$ 5.4663
Total	All	\$ 12.6065

Assessed Value Growth

The forecast of future growth in assessed value in the URA included in this analysis was based on conversations with City staff about future development opportunities in the URA. This forecast incorporates assumed growth in assessed value from appreciation (limited to no more than 3.0% per year), and anticipated "exceptions" to Oregon's 3.0% limitation. These exception events include new construction and the expiration of existing property tax exemptions.

This forecast includes both specific assumptions for sites with known development potential, and more generic assumptions for speculative future development within the URA but not associated with a specific site.

Site-specific assumptions for new construction in the URA was forecast based on City staff's knowledge of current and planned projects. It includes recently completed projects, projects that have begun construction, plus additional future projects that are planned and deemed likely to occur. Planned new construction includes residential, commercial, and industrial projects.

Exhibit 16 shows the assumed increase in assessed value from anticipated site-specific development in the URA. Net New assessed value (AV) is determined by applying the changed property ratio (varies by land use) to real market value (RMV) of development.

Exhibit 16. Development Assumptions

Calendar	•	, toouring trong	
Year of	FYE on		
Development	Tax Roll	RMV	Net New AV
2019	2021	\$ 9,317,557	\$30,822,273
2020	2022	\$ 26,227,084	\$ 26,058,930
2021	2023	\$ 3,411,240	\$ 1,744,587
2022	2024	\$ 11,873,120	\$ 12,178,413
2023	2025	\$ 5,750,520	\$ 3,603,180
2024	2026	\$ -	\$ -
2025	2027	\$ -	\$ -
2026	2028	\$ 3,560,504	\$ 2,650,716
2027	2029	\$ 3,560,504	\$ 2,650,716
2028	2030	\$ 3,560,504	\$ 2,650,716
2029	2031	\$ 3,560,504	\$ 2,650,716
2030	2032	\$ 3,560,504	\$ 2,650,716
2031	2033	\$ -	\$ -
2032	2034	\$ 16,000,000	\$ 11,440,000
Total		\$ 90,382,040	\$99,100,962

Source: Tiberius Solutions with input from the City of St. Helens; Changed Property Ratio: Columbia County Assessor, FYE 2020

In addition to new construction, the expiration of tax exemptions is expected to contribute to growth in taxable assessed value in the URA in the near future. In FYE 2020, Cascade Tissue Group received Enterprise Zone tax exemption benefits for three separate schedules of investments. These exemptions are scheduled to expire in FYE 2021, 2022, and 2024 respectively. Exhibit 9 shows the anticipated increase in assessed value of the expiring

Enterprise Zone exemptions for Cascades Tissue Group. In total, \$38.3 million (in 2020\$) will become taxable between FYE 2021 and FYE 2024 as the Enterprise Zone benefits expire.

Exhibit 17. Assessed Value of Expiring Enterprise Zone Exemptions, Cascades Tissue Group, 2020\$

FYE	As	sessed Value
2021	\$	26,404,200
2022	\$	7,600,490
2024	\$	4,246,440
Total	\$	38,251,130

Source: Tiberius Solutions

For FYE 2026 and beyond, this analysis assumes that the URA will experience speculative future development. However, the timing and value of potential long-term future construction projects is unknown. Therefore, starting in FYE 2026 this analysis increases the assumed average annual growth in assessed value to 5% to reflect the likelihood of future construction activity. This is equal to 3% maximum annual appreciation for existing property plus 2% exception value from new development. This assumed growth in assessed value is applied only to real property in the URA. Personal and utility property accounts are assumed to remain constant over the life of the URA.

The assessed value growth assumptions described above and shown in Exhibit 16 and Exhibit 17 are reflected in Exhibit 18, which shows projections of assessed value by property type for the assumed duration of the Plan. Total assessed value is anticipated to grow from \$164,641,059 in FYE 2020 to \$680,590,876 in FYE 2045, the anticipated final year of the Plan, with an average annual growth rate of 5.8%.

Exhibit 18. Assessed Value Projections (YOE \$)

FYE	Real	Personal	nufactured	Utility	Total	% Growth
2020	\$ 147,964,267	\$ 11,102,510	\$ -	\$5,574,282	\$ 164,641,059	_
2021	\$ 184,150,136	\$ 11,102,510	\$ -	\$5,574,282	\$ 200,826,928	22.0%
2022	\$ 217,763,070	\$ 11,102,510	\$ -	\$ 5,586,950	\$ 234,452,530	16.7%
2023	\$ 226,202,272	\$ 11,102,510	\$ -	\$5,586,950	\$ 242,891,732	3.6%
2024	\$ 246,695,143	\$ 11,102,510	\$ -	\$5,586,950	\$ 263,384,603	8.4%
2025	\$ 258,273,164	\$ 11,102,510	\$ -	\$5,586,950	\$ 274,962,624	4.4%
2026	\$ 269,461,652	\$ 11,102,510	\$ -	\$5,586,950	\$ 286,151,112	4.1%
2027	\$ 281,157,810	\$ 11,102,510	\$ -	\$5,586,950	\$ 297,847,270	4.1%
2028	\$ 296,743,395	\$ 11,102,510	\$ -	\$5,586,950	\$ 313,432,855	5.2%
2029	\$ 313,086,921	\$ 11,102,510	\$ -	\$5,586,950	\$ 329,776,381	5.2%
2030	\$ 330,223,524	\$ 11,102,510	\$ -	\$5,586,950	\$ 346,912,984	5.2%
2031	\$ 348,190,134	\$ 11,102,510	\$ -	\$5,586,950	\$ 364,879,594	5.2%
2032	\$ 367,025,286	\$ 11,102,510	\$ -	\$5,586,950	\$ 383,714,746	5.2%
2033	\$ 382,876,884	\$ 11,102,510	\$ -	\$5,586,950	\$ 399,566,344	4.1%
2034	\$ 416,750,215	\$ 11,102,510	\$ -	\$5,586,950	\$ 433,439,675	8.5%
2035	\$ 434,589,747	\$ 11,102,510	\$ -	\$5,586,950	\$ 451,279,207	4.1%
2036	\$ 453,231,316	\$ 11,102,510	\$ -	\$5,586,950	\$ 469,920,776	4.1%
2037	\$ 472,712,325	\$ 11,102,510	\$ -	\$5,586,950	\$ 489,401,785	4.1%
2038	\$ 493,071,968	\$ 11,102,510	\$ -	\$5,586,950	\$ 509,761,428	4.2%
2039	\$ 514,351,314	\$ 11,102,510	\$ -	\$5,586,950	\$ 531,040,774	4.2%
2040	\$ 536,593,399	\$ 11,102,510	\$ -	\$5,586,950	\$ 553,282,859	4.2%
2041	\$ 559,843,325	\$ 11,102,510	\$ -	\$5,586,950	\$ 576,532,785	4.2%
2042	\$ 584,148,354	\$ 11,102,510	\$ -	\$5,586,950	\$ 600,837,814	4.2%
2043	\$ 609,558,021	\$ 11,102,510	\$ -	\$5,586,950	\$ 626,247,481	4.2%
2044	\$ 636,124,238	\$ 11,102,510	\$ -	\$5,586,950	\$ 652,813,698	4.2%
2045	\$ 663,901,416	\$ 11,102,510	\$ -	\$ 5,586,950	\$ 680,590,876	4.3%

TIF Revenue

Exhibit 19 shows the forecast of TIF revenue projections, combining the assessed value forecast from Exhibit 18 with the tax rates shown in Exhibit 15. Annual revenue would increase over time, with rapid growth in the early years resulting from anticipated development activity. By FYE 2045, the URA would be receiving \$5,260,342 in annual net TIF revenue. The decrease in annual net TIF revenue shown in FYE 2045, the anticipated final year of the Plan, is due to an assumed voluntary underlevy of TIF revenue, as the URA is not expected to require the full amount of TIF to pay off the full, authorized amount of maximum indebtedness.

Exhibit 19. TIF Revenue Projections (YOE \$)

		Assessed Value	·		TIF Revenue							
FYE	Total	Frozen Base	Increment	Tax Rate	Gross	Α	djustment		Prior		Net	
2020	\$ 164,641,059	\$ 171,187,460	\$ 13,811	\$ 10.6987	\$ 148	\$	(7)	\$	2	\$	143	
2021	\$ 200,826,928	\$ 171,187,460	\$ 29,639,468	\$ 12.6052	\$ 373,611	\$	(18,681)	\$	2	\$	354,932	
2022	\$ 234,452,530	\$ 171,650,367	\$ 62,802,163	\$ 12.6065	\$ 791,715	\$	(39,586)	\$	5,324	\$	757,454	
2023	\$ 242,891,732	\$ 171,650,367	\$ 71,241,365	\$ 12.6065	\$ 898,104	\$	(44,905)	\$	11,282	\$	864,481	
2024	\$ 263,384,603	\$ 171,650,367	\$ 91,734,236	\$ 12.6065	\$ 1,156,448	\$	(57,822)	\$	12,798	\$	1,111,423	
2025	\$ 274,962,624	\$ 171,650,367	\$ 103,312,257	\$ 12.6065	\$ 1,302,406	\$	(65,120)	\$	16,479	\$	1,253,765	
2026	\$ 286,151,112	\$ 171,650,367	\$ 114,500,745	\$ 12.6065	\$ 1,443,454	\$	(72,173)	\$	18,559	\$	1,389,840	
2027	\$ 297,847,270	\$ 171,650,367	\$ 126,196,903	\$ 12.6065	\$ 1,590,901	\$	(79,545)	\$	20,569	\$	1,531,925	
2028	\$ 313,432,855	\$ 171,650,367	\$ 141,782,488	\$ 12.6065	\$ 1,787,381	\$	(89,369)	\$	22,670	\$	1,720,682	
2029	\$ 329,776,381	\$ 171,650,367	\$ 158,126,014	\$ 12.6065	\$ 1,993,416	\$	(99,671)	\$	25,470	\$	1,919,215	
2030	\$ 346,912,984	\$ 171,650,367	\$ 175,262,617	\$ 12.6065	\$ 2,209,448	\$	(110,472)	\$	28,406	\$	2,127,382	
2031	\$ 364,879,594	\$ 171,650,367	\$ 193,229,227	\$ 12.6065	\$ 2,435,944	\$	(121,797)	\$	31,485	\$	2,345,632	
2032	\$ 383,714,746	\$ 171,650,367	\$ 212,064,379	\$ 12.6065	\$ 2,673,390	\$	(133,669)	\$	34,712	\$	2,574,432	
2033	\$ 399,566,344	\$ 171,650,367	\$ 227,915,977	\$ 12.6065	\$ 2,873,223	\$	(143,661)	\$	38,096	\$	2,767,657	
2034	\$ 433,439,675	\$ 171,650,367	\$ 261,789,308	\$ 12.6065	\$ 3,300,247	\$	(165,012)	\$	40,943	\$	3,176,178	
2035	\$ 451,279,207	\$ 171,650,367	\$ 279,628,840	\$ 12.6065	\$ 3,525,141	\$	(176,257)	\$	47,029	\$	3,395,912	
2036	\$ 469,920,776	\$ 171,650,367	\$ 298,270,409	\$ 12.6065	\$ 3,760,146	\$	(188,007)	\$	50,233	\$	3,622,372	
2037	\$ 489,401,785	\$ 171,650,367	\$ 317,751,418	\$ 12.6065	\$ 4,005,733	\$	(200,287)	\$	53,582	\$	3,859,029	
2038	\$ 509,761,428	\$ 171,650,367	\$ 338,111,061	\$ 12.6065	\$ 4,262,397	\$	(213,120)	\$	57,082	\$	4,106,359	
2039	\$ 531,040,774	\$ 171,650,367	\$ 359,390,407	\$ 12.6065	\$ 4,530,655	\$	(226,533)	\$	60,739	\$	4,364,862	
2040	\$ 553,282,859	\$ 171,650,367	\$ 381,632,492	\$ 12.6065	\$ 4,811,050	\$	(240,553)	\$	64,562	\$	4,635,059	
2041	\$ 576,532,785	\$ 171,650,367	\$ 404,882,418	\$ 12.6065	\$ 5,104,150	\$	(255,208)	\$	68,557	\$	4,917,500	
2042	\$ 600,837,814	\$ 171,650,367	\$ 429,187,447	\$ 12.6065	\$ 5,410,552	\$	(270,528)	\$	72,734	\$	5,212,758	
2043	\$ 626,247,481	\$ 171,650,367	\$ 454,597,114	\$ 12.6065	\$ 5,730,879	\$	(286,544)	\$	77,100	\$	5,521,435	
2044	\$ 652,813,698	\$ 171,650,367	\$ 481,163,331	\$ 12.6065	\$ 6,065,786	\$	(303,289)	\$	81,665	\$	5,844,161	
2045	\$ 680,590,876	\$ 171,650,367	\$ 432,016,409	\$ 12.6065	\$ 5,446,215	\$	(272,311)	\$	86,437	\$	5,260,342	
Total					\$ 77,482,538	\$(3,874,127)	\$ 1	L,026,520	\$	74,634,931	

Source: Tiberius Solutions

Revenue Sharing

Per ORS 457.470, revenue sharing is a system for urban renewal areas to share a portion of the TIF revenue with overlapping taxing districts, prior to termination of the Plan. Revenue sharing begins either on the 11th year after the initial approval of the Plan or in the year after TIF revenues meet or exceed 10% of the original maximum indebtedness of the Plan, whichever occurs last. Thereafter, 75% of annual TIF revenues exceeding 10% of the original maximum indebtedness of the Plan are shared with overlapping taxing districts. If the share of TIF revenue received by the Agency meets or exceeds 12.5% of the original maximum indebtedness, then in all subsequent years the TIF revenue for the Agency is limited to 12.5% of the original maximum indebtedness and all additional TIF revenue is shared with overlapping taxing districts.

Because the maximum indebtedness of the Plan is \$62 million, revenue sharing begins in the year after TIF revenues for the Agency exceed \$6.2 million, but not before the 11th year after the Plan is approved. Annual TIF revenue for the URA is not projected to ever meet this revenue sharing threshold. Thus, it is not anticipated that required revenue sharing would occur at any point over the duration of the URA. As mentioned in the prior section of this report, it is anticipated that the URA would voluntarily underlevy (i.e., share revenue) in what is estimated to be the final year of the Plan, FYE 2045. This is typical for urban renewal areas, to collect only the amount of TIF revenue necessary to pay off the authorized amount of maximum indebtedness.

5.4. Financial Analysis of the Urban Renewal Plan

This section describes the funding plan (i.e., how the TIF revenue is used to fund specific projects over time) that forecasts future revenues, debt service, and expenditures on projects. It includes detailed tables of the anticipated annual cash flow for the URA.

Based on this analysis, this Report estimates that all projects will be completed, and all debt will be retired in FYE 2045. An estimated \$74,634,931 in TIF revenue (including TIF collected in prior years, and forecast TIF in future years) will be necessary to pay off the debt for projects in the URA. Total TIF revenue exceeds total project costs because some projects will be financed through debt, which requires the Agency to pay interest plus the initial capital costs.

The anticipated cash flow from the URA for the duration of the Plan is shown in two series of tables. The first, Exhibit 20, shows a debt service fund, where annual TIF revenue is allocated to debt service. The second, Exhibit 21, shows a project fund, where bond/loan proceeds, additional TIF revenue, and interest earnings are used to fund specific projects.

The funding plan is based on assumptions for the timing and cost of projects, and the financing terms for debt incurred. Actual financing terms will vary, based on broader market conditions, as well as the specific circumstances of each individual borrowing. This Report relies on the following assumptions:

- The URA has \$62,000,000 remaining in Maximum Indebtedness as of the end of FYE 2020.
- The URA does not have any outstanding loans as of the end of FYE 2020.

- All future borrowings are assumed to charge a 5% interest rate and require a minimum debt service coverage ratio of 1.5.
- Each borrowing has equal annual payments during the amortization period.
- No prepayment penalties would apply, allowing the Agency to pay off the debt early if sufficient resources are available.
- The scheduled amortization period for all borrowings is 20 years. However, the final two debt issuances are forecast to be repaid ahead of schedule, allowing all debt to be fully repaid by FYE 2045.

Exhibit 20. Funding Plan, Debt Service Fund Cash Flow (YOE \$) (continued on next two pages)

DEBT SERVICE FUND	Total	F`	YE 2020	FYE 2021	FYE 2022	FYE 2023		FYE 2024	
Resources									
Beginning Balance			\$51,595	\$ -	\$ -	\$ -	\$	-	
Interest Earnings	\$ 258	\$	258	\$ -	\$ -	\$ -	\$	-	
TIF: Current Year	\$ 73,608,411	\$	140	\$ 354,930	\$ 752,130	\$ 853,199	\$	1,098,625	
TIF: Prior Years	\$ 1,026,520	\$	2	\$ 2	\$ 5,324	\$ 11,282	\$	12,798	
Total Resources	\$ 74,686,784	\$	51,995	\$ 354,932	\$ 757,454	\$ 864,481	\$	1,111,423	
Expenditures									
Debt Service									
Scheduled Payments									
Loan FYE 2023	\$ (11,233,962)	\$	-	\$ -	\$ -	\$ (561,698)	\$	(561,698)	
Loan FYE 2028	\$ (9,739,350)	\$	-	\$ -	\$ -	\$ -	\$	-	
Loan FYE 2033	\$ (8,866,806)	\$	-	\$ -	\$ -	\$ -	\$	-	
Early Principal Payment									
Loan FYE 2023	\$ -	\$	-	\$ -	\$ -	\$ -	\$	-	
Loan FYE 2028	\$ (1,500,000)	\$	-	\$ -	\$ -	\$ -	\$	-	
Loan FYE 2033	\$ (3,946,665)	\$	-	\$ -	\$ -	\$ -	\$	-	
Total Debt Service	\$ (35,286,784)	\$	-	\$ -	\$ -	\$ (561,698)	\$	(561,698)	
Debt Service Coverage Ratio						1.52		1.96	
Transfer to Projects Fund	\$ (39,400,000)	\$	(51,995)	\$ (354,932)	\$ (757,454)	\$ (302,783)	\$	(549,725)	
Total Expenditures	\$ (74,686,784)	\$	(51,995)	\$ (354,932)	\$ (757,454)	\$ (864,481)	\$	(1,111,423)	
Ending Balance		\$	-	\$ -	\$ -	\$ -	\$		

DEBT SERVICE FUND		FYE 2025		FYE 2026		FYE 2027		FYE 2028		FYE 2029		FYE 2030
Resources												
Beginning Balance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Interest Earnings	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TIF: Current Year	\$	1,237,286	\$	1,371,281	\$	1,511,356	\$	1,698,012	\$	1,893,745	\$	2,098,976
TIF: Prior Years	\$	16,479	\$	18,559	\$	20,569	\$	22,670	\$	25,470	\$	28,406
Total Resources	\$	1,253,765	\$	1,389,840	\$	1,531,925	\$	1,720,682	\$	1,919,215	\$	2,127,382
Expenditures												_
Debt Service												
Scheduled Payments												
Loan FYE 2023	\$	(561,698)	\$	(561,698)	\$	(561,698)	\$	(561,698)	\$	(561,698)	\$	(561,698)
Loan FYE 2028	\$	-	\$	-	\$	-	\$	(569,722)	\$	(569,722)	\$	(569,722)
Loan FYE 2033	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Early Principal Payment												
Loan FYE 2023	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Loan FYE 2028	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Loan FYE 2033	\$	-	\$	-	\$	-	\$	_	\$	_	\$	-
Total Debt Service	\$	(561,698)	\$	(561,698)	\$	(561,698)	\$	(1,131,420)	\$	(1,131,420)	\$	(1,131,420)
						,		,		,		,
Debt Service Coverage Ratio		2.20		2.44		2.69		1.50		1.67		1.86
Transfer to Projects Fund	\$	(692,067)	\$	(828, 142)	\$	(970,227)	\$	(589, 262)	\$	(787,795)	\$	(995,961)
Total Expenditures	\$	(1,253,765)	\$	(1,389,840)	\$	(1,531,925)	\$	(1,720,682)	\$	(1,919,215)	\$	
Ending Balance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	_
												_
DEBT SERVICE FUND		FYE 2031		FYE 2032		FYE 2033		FYE 2034		FYE 2035		FYE 2036
D												
Resources												
Resources Beginning Balance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	- -	\$ \$	-	\$ \$	-	\$ \$	-
Beginning Balance	\$ \$ \$	- - 2,314,147	\$ \$	- - 2,539,720	\$	5 - 5 2,729,562	\$ \$ \$	3,135,235	\$ \$ \$	- - 3,348,884	\$ \$ \$	3,572,139
Beginning Balance Interest Earnings	\$	- 2,314,147 31,485	\$		\$	5 2,729,562	\$	3,135,235 40,943	\$	3,348,884 47,029	\$	3,572,139 50,233
Beginning Balance Interest Earnings TIF: Current Year	\$ \$		\$	34,712	\$	5 2,729,562	\$		\$		\$ \$ \$	
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years	\$ \$ \$	31,485	\$ \$	34,712	\$	5 2,729,562 5 38,096	\$ \$ \$	40,943	\$ \$ \$	47,029	\$ \$ \$	50,233
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources	\$ \$ \$	31,485	\$ \$	34,712	\$	5 2,729,562 5 38,096	\$ \$ \$	40,943	\$ \$ \$	47,029	\$ \$ \$	50,233
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources Expenditures	\$ \$ \$	31,485	\$ \$	34,712	\$	5 2,729,562 5 38,096	\$ \$ \$	40,943	\$ \$ \$	47,029	\$ \$ \$	50,233
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources Expenditures Debt Service	\$ \$ \$	31,485	\$ \$ \$	34,712 2,574,432	\$ \$ \$	5 2,729,562 5 38,096 6 2,767,657	\$ \$ \$	40,943	\$ \$ \$	47,029	\$ \$ \$	50,233 3,622,372
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources Expenditures Debt Service Scheduled Payments	\$ \$ \$	31,485 2,345,632	\$ \$ \$	34,712 2,574,432 (561,698)	\$ \$ \$	5 2,729,562 5 38,096 6 2,767,657	\$ \$ \$	40,943 3,176,178	\$ \$ \$ \$	47,029 3,395,912	\$ \$ \$	50,233 3,622,372 (561,698)
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources Expenditures Debt Service Scheduled Payments Loan FYE 2023	\$ \$ \$	31,485 2,345,632 (561,698)	\$ \$ \$	34,712 2,574,432 (561,698) (569,722)	\$ \$ \$	5 2,729,562 5 38,096 6 2,767,657 6 (561,698) 6 (569,722)	\$ \$ \$ \$	40,943 3,176,178 (561,698)	\$ \$ \$ \$	47,029 3,395,912 (561,698)	\$ \$ \$ \$ \$	50,233 3,622,372 (561,698)
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources Expenditures Debt Service Scheduled Payments Loan FYE 2023 Loan FYE 2028 Loan FYE 2033	\$ \$ \$	31,485 2,345,632 (561,698)	\$ \$ \$	34,712 2,574,432 (561,698) (569,722)	\$ \$ \$ \$	5 2,729,562 5 38,096 6 2,767,657 6 (561,698) 6 (569,722)	\$ \$ \$ \$	40,943 3,176,178 (561,698) (569,722)	\$ \$ \$ \$	47,029 3,395,912 (561,698) (569,722)	\$ \$ \$ \$ \$	50,233 3,622,372 (561,698) (569,722)
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources Expenditures Debt Service Scheduled Payments Loan FYE 2023 Loan FYE 2028	\$ \$ \$	31,485 2,345,632 (561,698)	\$ \$ \$	34,712 2,574,432 (561,698) (569,722)	\$ \$ \$ \$	5 2,729,562 5 2,767,657 6 (561,698) 6 (569,722) 6 (682,062)	\$ \$ \$ \$	40,943 3,176,178 (561,698) (569,722)	\$ \$ \$ \$	47,029 3,395,912 (561,698) (569,722)	\$ \$ \$ \$ \$	50,233 3,622,372 (561,698) (569,722)
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources Expenditures Debt Service Scheduled Payments Loan FYE 2023 Loan FYE 2028 Loan FYE 2033 Early Principal Payment	\$ \$ \$ \$ \$ \$	31,485 2,345,632 (561,698)	\$ \$ \$ \$ \$ \$	34,712 2,574,432 (561,698) (569,722)	\$ \$ \$ \$ \$ \$	5 2,729,562 5 2,729,562 6 38,096 6 2,767,657 6 (561,698) 6 (569,722) 6 (682,062)	\$\$\$ \$	40,943 3,176,178 (561,698) (569,722)	\$ \$ \$ \$	47,029 3,395,912 (561,698) (569,722)	\$ \$ \$ \$ \$	50,233 3,622,372 (561,698) (569,722)
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources Expenditures Debt Service Scheduled Payments Loan FYE 2023 Loan FYE 2028 Loan FYE 2033 Early Principal Payment Loan FYE 2023 Loan FYE 2023	\$ \$ \$ \$ \$ \$ \$ \$ \$	31,485 2,345,632 (561,698)	\$ \$ \$ \$ \$ \$ \$ \$	34,712 2,574,432 (561,698) (569,722)	\$ \$ \$ \$ \$ \$ \$ \$	5 2,729,562 5 38,096 6 2,767,657 6 (561,698) 6 (569,722) 6 (682,062)	\$\$\$ \$	40,943 3,176,178 (561,698) (569,722)	\$\$\$ \$	47,029 3,395,912 (561,698) (569,722)	\$ \$ \$ \$ \$ \$ \$ \$ \$	50,233 3,622,372 (561,698) (569,722)
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources Expenditures Debt Service Scheduled Payments Loan FYE 2023 Loan FYE 2028 Loan FYE 2033 Early Principal Payment Loan FYE 2023	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	31,485 2,345,632 (561,698) (569,722)	\$ \$ \$ \$ \$ \$ \$ \$ \$	34,712 2,574,432 (561,698) (569,722) -	\$ \$ \$ \$ \$ \$ \$ \$ \$	5 2,729,562 5 38,096 5 2,767,657 6 (561,698) 6 (569,722) 6 (682,062)	\$\$\$\$ \$\$\$\$ \$\$\$\$	40,943 3,176,178 (561,698) (569,722) (682,062)	\$\$\$\$ \$\$\$\$ \$\$\$\$	47,029 3,395,912 (561,698) (569,722) (682,062)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50,233 3,622,372 (561,698) (569,722) (682,062)
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources Expenditures Debt Service Scheduled Payments Loan FYE 2023 Loan FYE 2028 Loan FYE 2033 Early Principal Payment Loan FYE 2023 Loan FYE 2028 Loan FYE 2033	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	31,485 2,345,632 (561,698) (569,722)	\$ \$ \$ \$ \$ \$ \$ \$ \$	34,712 2,574,432 (561,698) (569,722) -	\$ \$ \$ \$ \$ \$ \$ \$ \$	5 2,729,562 5 38,096 5 2,767,657 6 (561,698) 6 (569,722) 6 (682,062)	\$\$\$\$ \$\$\$\$ \$\$\$\$	40,943 3,176,178 (561,698) (569,722)	\$\$\$\$ \$\$\$\$ \$\$\$\$	47,029 3,395,912 (561,698) (569,722) (682,062)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50,233 3,622,372 (561,698) (569,722) (682,062)
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources Expenditures Debt Service Scheduled Payments Loan FYE 2023 Loan FYE 2028 Loan FYE 2033 Early Principal Payment Loan FYE 2023 Loan FYE 2028 Loan FYE 2033	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	31,485 2,345,632 (561,698) (569,722)	\$ \$ \$ \$ \$ \$ \$ \$ \$	34,712 2,574,432 (561,698) (569,722) -	\$ \$ \$ \$ \$ \$ \$ \$	5 2,729,562 5 38,096 5 2,767,657 6 (561,698) 6 (569,722) 6 (682,062)	\$\$\$\$ \$\$\$\$ \$\$\$\$	40,943 3,176,178 (561,698) (569,722) (682,062)	\$\$\$\$ \$\$\$\$ \$\$\$\$	47,029 3,395,912 (561,698) (569,722) (682,062)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	50,233 3,622,372 (561,698) (569,722) (682,062)
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources Expenditures Debt Service Scheduled Payments Loan FYE 2023 Loan FYE 2028 Loan FYE 2033 Early Principal Payment Loan FYE 2023 Loan FYE 2023 Loan FYE 2023 Total Debt Service	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	31,485 2,345,632 (561,698) (569,722) - (1,131,420) 2.05	\$\$\$ \$\$\$\$	34,712 2,574,432 (561,698) (569,722) - - (1,131,420)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	5 2,729,562 5 38,096 6 2,767,657 6 (561,698) 6 (569,722) 6 (682,062) 7	\$\$\$ \$	40,943 3,176,178 (561,698) (569,722) (682,062) - - (1,813,482)	\$\$\$\$ \$\$\$\$ \$\$\$\$	47,029 3,395,912 (561,698) (569,722) (682,062) - - (1,813,482) 1.85	\$	50,233 3,622,372 (561,698) (569,722) (682,062)
Beginning Balance Interest Earnings TIF: Current Year TIF: Prior Years Total Resources Expenditures Debt Service Scheduled Payments Loan FYE 2023 Loan FYE 2028 Loan FYE 2033 Early Principal Payment Loan FYE 2023 Loan FYE 2023 Loan FYE 2023 Total Debt Service Debt Service Coverage Ratio	\$\$\$\$ \$\$\$\$	31,485 2,345,632 (561,698) (569,722) - (1,131,420) 2.05 (1,214,211)	\$\$\$ \$	34,712 2,574,432 (561,698) (569,722) - (1,131,420) 2.24 (1,443,012)	\$ \$ \$ \$ \$ \$ \$ \$ \$	5 2,729,562 5 38,096 6 2,767,657 6 (561,698) 6 (569,722) 6 (682,062) 7 (682,062) 8 (1,813,482) 1.51 6 (954,175)	\$	40,943 3,176,178 (561,698) (569,722) (682,062) - - (1,813,482) 1.73	\$\$\$ \$	47,029 3,395,912 (561,698) (569,722) (682,062) - - (1,813,482) 1.85 (1,582,430)	\$	50,233 3,622,372 (561,698) (569,722) (682,062) - - (1,813,482) 1.97 (1,808,889)

DEBT SERVICE FUND	FYE 2037	FYE 2038	FYE 2039	FYE 2040	FYE 2041	FYE 2042
Resources						
Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TIF: Current Year	\$ 3,805,447	\$ 4,049,277	\$ 4,304,122	\$ 4,570,498	\$ 4,848,943	\$ 5,140,024
TIF: Prior Years	\$ 53,582	\$ 57,082	\$ 60,739	\$ 64,562	\$ 68,557	\$ 72,734
Total Resources	\$ 3,859,029	\$ 4,106,359	\$ 4,364,862	\$ 4,635,059	\$ 4,917,500	\$ 5,212,758
Expenditures						
Debt Service						
Scheduled Payments						
Loan FYE 2023	\$ (561,698)	\$ (561,698)	\$ (561,698)	\$ (561,698)	\$ (561,698)	\$ (561,698)
Loan FYE 2028	\$ (569,722)	\$ (569,722)	\$ (569,722)	\$ (569,722)	\$ (569,722)	\$ (569,722)
Loan FYE 2033	\$ (682,062)	\$ (682,062)	\$ (682,062)	\$ (682,062)	\$ (682,062)	\$ (682,062)
Early Principal Payment						
Loan FYE 2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loan FYE 2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loan FYE 2033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Debt Service	\$ (1,813,482)	\$ (1,813,482)	\$ (1,813,482)	\$ (1,813,482)	\$ (1,813,482)	\$ (1,813,482)
Debt Service Coverage Ratio	2.10	2.23	2.37	2.52	2.67	2.83
Transfer to Projects Fund	\$ (2,045,546)	\$ (2,292,876)	\$ (2,551,379)	\$ (2,821,577)	\$ (3,104,018)	\$ (3,399,276)
Total Expenditures	\$ (3,859,029)	\$ (4,106,359)	\$ (4,364,862)	\$ (4,635,059)	\$ (4,917,500)	\$ (5,212,758)
Ending Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$

DEBT SERVICE FUND	FYE 2043	FYE 2044	FYE 2045				
Resources				_			
Beginning Balance	\$ -	\$ -	\$	-			
Interest Earnings	\$ -	\$ -	\$	-			
TIF: Current Year	\$ 5,444,335	\$ 5,762,496	\$	5,173,904			
TIF: Prior Years	\$ 77,100	\$ 81,665	\$	86,437			
Total Resources	\$ 5,521,435	\$ 5,844,161	\$	5,260,342			
Expenditures							
Debt Service							
Scheduled Payments							
Loan FYE 2023	\$ -	\$ -	\$	-			
Loan FYE 2028	\$ (569,722)	\$ (569,722)	\$	(54,070)			
Loan FYE 2033	\$ (682,062)	\$ (682,062)	\$	(682,062)			
Early Principal Payment							
Loan FYE 2023	\$ -	\$ -	\$	-			
Loan FYE 2028	\$ -	\$ (1,500,000)	\$	-			
Loan FYE 2033	\$ -	\$ -	\$	(3,946,665)			
Total Debt Service	\$ (1,251,784)	\$ (2,751,784)	\$	(4,682,797)			
Debt Service Coverage Ratio	4.35	4.60		7.03			
Transfer to Projects Fund	\$ (4,269,651)	\$ (3,092,377)	\$	(577,544)			
Total Expenditures	\$ (5,521,435)	\$ (5,844,161)	\$	(5,260,342)			
Ending Balance	\$ -	\$ -	\$				

Exhibit 21. Funding Plan,	Project Fund Cash Flow	(YOE \$)	(continued on next page	e)

PROJECTS FUND	Total	FYE 2020	FYE 2021	FYE 2022	FYE 2023	FYE 2024
Resources						
Beginning Balance		\$ -	\$ -	\$ -	\$ -	\$ -
Interest Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer from TIF Fund	\$ 39,400,000	\$ 51,995	\$ 354,932	\$ 757,454	\$ 302,783	\$ 549,725
Bond/Loan Proceeds	\$ 22,600,000	\$ -	\$ -	\$ -	\$ 7,000,000	\$ -
Other	\$ -					
Total Resources	\$ 62,000,000	\$ 51,995	\$ 354,932	\$ 757,454	\$ 7,302,783	\$ 549,725
Expenditures (YOE \$)						
Projects and Administration	\$ (61,548,000)	\$ (51,995)	\$ (354,932)	\$ (757,454)	\$ (7,162,783)	\$ (549,725)
Financing Fees	\$ (452,000)				\$ (140,000)	
Total Expenditures	\$(62,000,000)	\$ (51,995)	\$ (354,932)	\$ (757,454)	\$ (7,302,783)	\$ (549,725)
Ending Balance		\$ -	\$ -	\$ -	\$ -	\$ -

PROJECTS FUND	F	YE 2025	F	YE 2026	ı	FYE 2027	FYE 2028	FYE 2029	F	YE 2030
Resources										
Beginning Balance	\$	-	\$	-	\$	-	\$ -	\$ -	\$	-
Interest Earnings	\$	-	\$	-	\$	-	\$ -	\$ -	\$	-
Transfer from TIF Fund	\$	692,067	\$	828,142	\$	970,227	\$ 589,262	\$ 787,795	\$	995,961
Bond/Loan Proceeds	\$	-	\$	-	\$	-	\$ 7,100,000	\$ -	\$	-
Other										
Total Resources	\$	692,067	\$	828,142	\$	970,227	\$ 7,689,262	\$ 787,795	\$	995,961
Expenditures (YOE \$)										
Projects and Administration	\$	(692,067)	\$	(828, 142)	\$	(970,227)	\$ (7,547,262)	\$ (787,795)	\$	(995,961)
Financing Fees							\$ (142,000)			
Total Expenditures	\$	(692,067)	\$	(828, 142)	\$	(970,227)	\$ (7,689,262)	\$ (787,795)	\$	(995,961)
Ending Balance	\$	-	\$	-	\$	-	\$ -	\$ -	\$	-

PROJECTS FUND	FYE 2031	FYE 2032	FYE 2033	FYE 2034	FYE 2035		FYE 2036
Resources							
Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Interest Earnings	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Transfer from TIF Fund	\$ 1,214,211	\$ 1,443,012	\$ 954,175	\$ 1,362,696	\$	1,582,430	\$ 1,808,889
Bond/Loan Proceeds	\$ -	\$ -	\$ 8,500,000	\$ -	\$	-	\$ -
Other							
Total Resources	\$ 1,214,211	\$ 1,443,012	\$ 9,454,175	\$ 1,362,696	\$	1,582,430	\$ 1,808,889
Expenditures (YOE \$)							
Projects and Administration	\$ (1,214,211)	\$ (1,443,012)	\$ (9,284,175)	\$ (1,362,696)	\$	(1,582,430)	\$ (1,808,889)
Financing Fees			\$ (170,000)				
Total Expenditures	\$ (1,214,211)	\$ (1,443,012)	\$ (9,454,175)	\$ (1,362,696)	\$	(1,582,430)	\$ (1,808,889)
Ending Balance	\$ _	\$ -	\$ -	\$ -	\$	-	\$ -

PROJECTS FUND	FYE 2037	FYE 2038	FYE 2039	FYE 2040	FYE 2041	FYE 2042
Resources						
Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer from TIF Fund	\$ 2,045,546	\$ 2,292,876	\$ 2,551,379	\$ 2,821,577	\$ 3,104,018	\$ 3,399,276
Bond/Loan Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other						
Total Resources	\$ 2,045,546	\$ 2,292,876	\$ 2,551,379	\$ 2,821,577	\$ 3,104,018	\$ 3,399,276
Expenditures (YOE \$)						
Projects and Administration	\$ (2,045,546)	\$ (2,292,876)	\$ (2,551,379)	\$ (2,821,577)	\$ (3,104,018)	\$ (3,399,276)
Financing Fees						
Total Expenditures	\$ (2,045,546)	\$ (2,292,876)	\$ (2,551,379)	\$ (2,821,577)	\$ (3,104,018)	\$ (3,399,276)
Ending Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$

PROJECTS FUND	FYE 2043	FYE 2044	FYE 2045			
Resources						
Beginning Balance	\$ -	\$ -	\$	-		
Interest Earnings	\$ -	\$ -	\$	-		
Transfer from TIF Fund	\$ 4,269,651	\$ 3,092,377	\$	577,544		
Bond/Loan Proceeds	\$ -	\$ -	\$	-		
Other						
Total Resources	\$ 4,269,651	\$ 3,092,377	\$	577,544		
Expenditures (YOE \$)						
Projects and Administration	\$ (4,269,651)	\$ (3,092,377)	\$	(577,544)		
Financing Fees						
Total Expenditures	\$ (4,269,651)	\$ (3,092,377)	\$	(577,544)		
Ending Balance	\$ -	\$ -	\$	-		

6. Impacts to Taxing Jurisdictions

6.1. Overall Impact

As stated earlier in this Report, TIF revenue is a division of property tax revenue and not an increase in property tax rates. The financial impacts are primarily to overlapping taxing districts, not property tax payers.

Instead, this Report calculates the "foregone revenues" for the overlapping taxing districts as a proxy for the impact of urban renewal. Foregone revenue is the proportional share of TIF revenue that is received by the Agency rather than the taxing district.

There are two caveats for calculations of foregone revenue:

- By using foregone revenues, this Report may overstate the impact that the URA has on overlapping taxing districts, as some of the TIF revenue may be generated by development that would not have happened, but for the investment in urban renewal projects.
- A calculation of foregone revenue does not account for any increase in tax revenues that overlapping taxing districts may receive in the future after the Plan is terminated, if the Agency is successful at increasing the assessed value of property in the URA.

Exhibit 22 shows the forecast of foregone property tax revenues for all overlapping taxing districts. The total foregone revenues are equal to the total TIF revenue needed by the Agency to pay off all debt. The St. Helens School District, City of St. Helens, and Columbia County are the three jurisdictions with the most foregone revenue. Those three taxing districts combined account for two-thirds of the total foregone revenue.

Although Exhibit 23 includes the St. Helens School District and NW Regional Education Service District, these jurisdictions are not *directly* affected by tax increment financing. The Oregon Constitution requires equal funding per student for all school districts, regardless of local property tax collections. Each biennium, the State Legislature determines the statewide school funding amount per-student. School districts that generate less than this amount through local sources receive grants from the State School Fund to make up the difference. Thus, fluctuations in local property tax revenue do not have a direct impact on local school funding. In other words, foregone property tax revenues for school districts and education service districts are substantially offset by funding from the State School Fund. The impacts to the taxing districts as a result of Amendment 2 follow the overall impacts.

Exhibit 22. Forecast of Foregone Revenues, General Government (YOE\$)

				olumbia		olumbia 911				Port of					9	St. Helens				Subtotal
	(Columbia		4H &	Со	mmunication	C	olumbia	C	Columbia	C	Columbia	Co	olumbia River		Aquatic		City of St.		(General
FYE		County	E	xtension		District		Vector		County		SWCD		Fire		District		Helens	G	overnment)
2020	\$	(19)	\$	(1)	\$	(3)	\$	(2)	\$	(1)	\$	(1)	\$	(40)	\$	(3)	\$	-	\$	(70)
2021	\$	(39,297)	\$	(1,608)	\$	(7,191)	\$	(3,601)	\$	(2,495)	\$	(2,816)	\$	(83,716)	\$	(6,609)	\$	(53,682)	\$	(201,014)
2022	\$	(83,854)	\$	(3,431)	\$	(15,346)	\$	(7,685)	\$	(5,323)	\$	(6,008)	\$	(178,637)	\$	(14,102)	\$	(114,628)	\$	(429,014)
2023	\$	(95,702)	\$	(3,916)	\$	(17,514)	\$	(8,771)	\$	(6,076)	\$	(6,857)	\$	(203,878)	\$	(16,094)	\$	(130,826)	\$	(489,634)
2024	\$	(123,040)	\$	(5,034)	\$	(22,517)	\$	(11,276)	\$	(7,811)	\$	(8,816)	\$	(262,117)	\$	(20,692)	\$	(168,197)	\$	(629,499)
2025	\$	(138,798)	\$	(5,679)	\$	(25,401)	\$	(12,720)	\$	(8,812)	\$	(9,945)	\$	(295,686)	\$	(23,342)	\$	(189,738)	\$	(710,120)
2026	\$	(153,862)	\$	(6,295)	\$	(28,157)	\$	(14,101)	\$	(9,768)	\$	(11,025)	\$	(327,778)	\$	(25,875)	\$	(210,331)	\$	(787,192)
2027	\$	(169,591)	\$	(6,939)	\$	(31,036)	\$	(15,542)	\$	(10,767)	\$	(12,152)	\$	(361,287)	\$	(28,520)	\$	(231,833)	\$	(867,668)
2028	\$	(190,488)	\$	(7,794)	\$	(34,860)	\$	(17,457)	\$	(12,093)	\$	(13,649)	\$	(405,803)	\$	(32,035)		(260,399)	\$	(974,578)
2029	\$	(212,466)	\$	(8,693)	\$	(38,882)	\$	(19,472)	\$	(13,488)	\$	(15,224)	\$	(452,625)	\$	(35,731)	\$	(290,444)	\$	(1,087,025)
2030	\$	(235,511)	\$	(9,636)	\$	(43,099)	\$	(21,583)	\$	(14,952)	\$	(16,875)	\$	(501,719)	\$	(39,606)	\$	(321,947)	\$	(1,204,929)
2031	\$	(259,673)	\$	(10,624)	\$	(47,521)	\$	(23,798)	\$	(16,485)	\$	(18,607)	\$	(553,191)	\$	(43,670)	\$	(354,975)	\$	(1,328,543)
2032	\$	(285,002)	\$	(11,661)	\$	(52,156)	\$	(26,119)	\$	(18,093)	\$	(20,421)	\$	(607,151)	\$	(47,929)	\$	(389,601)		(1,458,134)
2033	\$	(306,393)	\$	(12,536)	\$	(56,071)	\$	(28,079)	\$	(19,451)	\$	(21,954)	\$	(652,721)	\$	(51,527)	\$	(418,842)	\$	(1,567,574)
2034	\$	(351,618)	\$	(14,386)	\$	(64,347)	\$	(32,224)	\$	(22,323)	\$	(25,195)	\$	(749,066)	\$	(59,132)	\$	(480,666)	\$	(1,798,957)
2035	\$	(375,944)	\$	(15,381)	\$	(68,799)	\$	(34,453)	\$	(23,867)	\$	(26,938)	\$	(800,887)	\$	(63,223)	\$	(513,919)	\$	(1,923,412)
2036	\$	(401,014)	\$	(16,407)	\$	(73,387)	\$	(36,751)	\$	(25,458)	\$	(28,734)	\$	(854,295)	\$	(67,439)	\$	(548,190)	\$	(2,051,676)
2037	\$	(427,213)	\$	(17,479)	\$	(78,182)	\$	(39,152)	\$	(27,122)	\$	(30,611)	\$	(910,108)	\$	(71,845)	\$	(584,005)	\$	(2,185,717)
2038	\$	(454,594)	\$	(18,599)	\$	(83,192)	\$	(41,661)	\$	(28,860)	\$	(32,573)	\$	(968,438)	\$	(76,450)	\$	(621,434)	\$	(2,325,802)
2039	\$	(483,211)	\$	(19,770)	\$	(88,429)	\$	(44,284)	\$	(30,677)	\$	(34,624)	\$	(1,029,403)	\$	(81,262)	\$	(660,555)	\$	(2,472,216)
2040	\$	(513,123)	\$	(20,994)	\$	(93,903)	\$	(47,025)	\$	(32,576)	\$	(36,767)	\$	(1,093,126)	\$	(86,293)	\$	(701,445)	\$	(2,625,253)
2041	\$	(544,391)	\$	(22,273)	\$	(99,626)	\$	(49,891)	\$	(34,561)	\$	(39,008)	\$	(1,159,737)	\$	(91,551)	\$	(744, 188)	\$	(2,785,225)
2042	\$	(577,077)	\$	(23,611)	\$	(105,607)	\$	(52,886)	\$	(36,636)	\$	(41,350)	\$	(1,229,370)	\$	(97,048)	\$	(788,871)	\$	(2,952,456)
2043	\$	(611,249)	\$	(25,009)	\$	(111,861)	\$	(56,018)	\$	(38,805)	\$	(43,798)	\$	(1,302,168)	\$	(102,795)	\$	(835,584)	\$	(3,127,288)
2044	\$	(646,977)	\$	(26,471)	\$	(118,399)	\$	(59,292)	\$	(41,073)	\$	(46,358)	\$	(1,378,279)	\$	(108,803)	\$	(884,424)	\$	(3,310,077)
2045	\$	(582,345)	\$	(23,826)	\$	(106,571)	\$	(53,369)	\$	(36,970)	\$	(41,727)	\$	(1,240,592)	\$	(97,934)	\$	(796,072)	\$	(2,979,407)
Total	\$ (8,262,452)	\$ ((338,052)	\$	(1,512,059)	\$	(757,214)	\$	(524,544)	\$	(592,036)	\$	(17,601,817)	\$((1,389,508)	\$ ((11,294,796)	\$	(42,272,477)

Source: Tiberius Solution

Exhibit 23. Forecast of Foregone Revenues, Education (YOE\$)

		NW			-	Portland			Total (General			
	R	egional		St. Helens	Co	mmunity		Subtotal	_	overnment		
FYE		ESD	Ę	502 School		College	(Education)	an	d Education		
2020	\$	(2)	\$	(67)	\$	(4)	\$	(73)	\$	(143)		
2021	\$	(4,331)	\$	(141,625)	\$	(7,963)	\$	(153,918)	\$	(354,932)		
2022	\$	(9,241)	\$	(302,207)	\$	(16,992)	\$	(328,439)	\$	(757,454)		
2023	\$	(10,547)	\$	(344,908)	\$	(19,393)	\$	(374,847)	\$	(864,481)		
2024	\$	(13,559)	\$	(443,432)	\$	(24,932)	\$	(481,924)	\$	(1,111,423)		
2025	\$	(15,296)	\$	(500, 223)	\$	(28, 126)	\$	(543,645)	\$	(1,253,765)		
2026	\$	(16,956)	\$	(554,514)	\$	(31,178)	\$	(602,648)	\$	(1,389,840)		
2027	\$	(18,690)	\$	(611,203)	\$	(34,365)	\$	(664,258)	\$	(1,531,925)		
2028	\$	(20,992)	\$	(686,512)	\$	(38,600)	\$	(746, 104)	\$	(1,720,682)		
2029	\$	(23,415)	\$	(765,722)	\$	(43,054)	\$	(832,190)	\$	(1,919,215)		
2030	\$	(25,954)	\$	(848,776)	\$	(47,723)	\$	(922,453)	\$	(2,127,382)		
2031	\$	(28,617)	\$	(935,852)	\$	(52,619)	\$	(1,017,089)	\$	(2,345,632)		
2032	\$	(31,408)	\$	(1,027,139)	\$	(57,752)	\$	(1,116,299)	\$	(2,574,432)		
2033	\$	(33,766)	\$	(1,104,231)	\$	(62,087)	\$	(1,200,083)	\$	(2,767,657)		
2034	\$	(38,750)	\$	(1,267,221)	\$	(71,251)	\$	(1,377,221)	\$	(3,176,178)		
2035	\$	(41,430)	\$	(1,354,890)	\$	(76,180)	\$	(1,472,500)	\$	(3,395,912)		
2036	\$	(44, 193)	\$	(1,445,242)	\$	(81,260)	\$	(1,570,695)	\$	(3,622,372)		
2037	\$	(47,080)	\$	(1,539,663)	\$	(86,569)	\$	(1,673,312)	\$	(3,859,029)		
2038	\$	(50,098)	\$	(1,638,342)	\$	(92,117)	\$	(1,780,557)	\$	(4,106,359)		
2039	\$	(53, 252)	\$	(1,741,478)	\$	(97,916)	\$	(1,892,646)	\$	(4,364,862)		
2040	\$	(56,548)	\$	(1,849,281)	\$	(103,978)	\$	(2,009,806)	\$	(4,635,059)		
2041	\$	(59,994)	\$	(1,961,968)	\$	(110,314)	\$	(2,132,276)	\$	(4,917,500)		
2042	\$	(63,596)	\$	(2,079,769)	\$	(116,937)	\$	(2,260,302)	\$	(5,212,758)		
2043	\$	(67,362)	\$	(2,202,924)	\$	(123,862)	\$	(2,394,147)	\$	(5,521,435)		
2044	\$	(71,299)	\$	(2,331,684)	\$	(131,101)	\$	(2,534,085)	\$	(5,844,161)		
2045	\$	(64, 176)	\$	(2,098,754)	\$	(118,005)	\$	(2,280,935)	\$	(5,260,342)		
Total	\$	(910,551)	\$	(29,777,625)	\$(1,674,277)	\$	(32,362,454)	\$((74,634,931)		

Exhibit 24 shows the projected increase in tax revenue for overlapping taxing districts after TIF collection is anticipated to be terminated. These projections are for FYE 2046.

Exhibit 24. Increase in Tax Revenues for Overlapping Taxing Districts (after Debt Repayment)

		Tax Revenue in FYE 2046 (Year After Terminatio									
	From Frozen From Excess										
Taxing District	Tax Rate		Base		Value		Total				
General Government							_				
Columbia County	1.39560	\$	239,555	\$	750,813	\$	990,368				
Columbia 4H & Extension	0.05710	\$	9,801	\$	30,719	\$	40,520				
Columbia 911 Communication District	0.25540	\$	43,840	\$	137,402	\$	181,242				
Columbia Vector	0.12790	\$	21,954	\$	68,808	\$	90,762				
Port of Columbia County	0.08860	\$	15,208	\$	47,666	\$	62,874				
Columbia SWCD	0.10000	\$	17,165	\$	53,799	\$	70,964				
Columbia River Fire	2.97310	\$	510,334	\$	1,599,485	\$	2,109,819				
St. Helens Aquatic District	0.23470	\$	40,286	\$	126,265	\$	166,551				
City of St. Helens	1.90780	\$	327,475	\$	1,026,369	\$	1,353,844				
Subtotal	7.14020	\$	1,225,618	\$	3,841,326	\$	5,066,944				
Education											
NW Regional ESD	0.15380	\$	26,400	\$	82,742	\$	109,142				
St. Helens 502 School	5.02970	\$	863,350	\$	2,705,907	\$	3,569,257				
Portland Community College	0.28280	\$	48,543	\$	152,142	\$	200,685				
Subtotal	5.46630	\$	938,293	\$	2,940,791	\$	3,879,084				
Total	12.60650	\$	2,163,911	\$	6,782,117	\$	8,946,028				

Source: Tiberius Solutions

6.2. IMPACT OF AMENDMENT 2

The fiscal impact of Amendment 2 for affected taxing districts is positive in some years (less foregone revenue), and negative in others (more foregone revenue). In FYE 2022, Amendment 2 is expected to have a small positive impact to taxing districts, as the increment value removed from the URA is greater than the increment value gained from the boundary amendments. From most of the anticipated duration of the URA, FYE 2023 to FYE 2044, the impact of Amendment 2 on affected taxing districts is negative. This is because property added to the URA is expected to undergo future development, increasing the assessed value of the URA, and increasing the annual TIF revenue. In FYE 2045 and FYE 2046, the impact of Amendment 2 affected taxing districts is positive, because Amendment 2 allows the URA to repay its maximum indebtedness more quickly, terminating the URA sooner, and reducing the amount of TIF that would be collected in those final years. Overall, the impact of Amendment 2 is negative to affected taxing districts. This is because Amendment 2 facilitates more rapid growth in TIF revenue, which allows the URA to incur relatively more formal indebtedness, and relatively less informal debt (i.e., "pay-as-you" approach). That formal indebtedness allows the URA to fund more projects more quickly, but with the added expense of interest. The higher cost of interest, requires more TIF revenue, and thus more foregone revenue to achieve the same amount of maximum indebtedness

Exhibit 25. Impact of Amendment on Overlapping Taxing Districts, General Government (YOE\$)

	_	olumbia	C	olumbia 4H &		olumbia 911 mmunication	_	columbia	Port of columbia	^	olumbia	`	Columbia	t. Helens	_	ity of St	Subtotal
FYE		County	E	4⊓ ⊗ ctension	COI	District	_	Vector	County	C	SWCD		River Fire	Aquatic District		ity of St. Helens	(General overnment)
2020	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$ -	\$	-	\$ -
2021	\$	_	\$	_	\$	-	\$	_	\$ _	\$	_	\$	-	\$ _	\$	_	\$ _
2022	\$	10	\$	0	\$	2	\$	1	\$ 1	\$	1	\$	22	\$ 2	\$	(36)	\$ 2
2023	\$	(7)	\$	(0)	\$	(1)	\$	(1)	\$ (0)	\$	(1)	\$	(15)	\$ (1)	\$	(74)	\$ (101)
2024	\$	(6,947)	\$	(284)	\$	(1,271)	\$	(637)	\$ (441)	\$	(498)	\$	(14,800)	\$ (1,168)	\$	(9,574)	\$ (35,621)
2025	\$	(12,816)	\$	(524)	\$	(2,345)	\$	(1,175)	\$ (814)	\$	(918)	\$	(27,302)	\$ (2,155)	\$	(17,611)	\$ (65,660)
2026	\$	(13,314)	\$	(545)	\$	(2,437)	\$	(1,220)	\$ (845)	\$	(954)	\$	(28,364)	\$ (2,239)	\$	(18,316)	\$ (68,235)
2027	\$	(13,746)	\$	(562)	\$	(2,515)	\$	(1,260)	\$ (873)	\$	(985)	\$	(29,283)	\$ (2,312)	\$	(18,931)	\$ (70,466)
2028	\$	(18,642)	\$	(763)	\$	(3,412)	\$	(1,708)	\$ (1,184)	\$	(1,336)	\$	(39,715)	\$ (3,135)	\$	(25,652)	\$ (95,547)
2029	\$	(23,887)	\$	(977)	\$	(4,371)	\$	(2,189)	\$ (1,516)	\$	(1,712)	\$	(50,888)	\$ (4,017)	\$	(32,850)	\$ (122,408)
2030	\$	(29,430)	\$	(1,204)	\$	(5,386)	\$	(2,697)	\$ (1,868)	\$	(2,109)	\$	(62,695)	\$ (4,949)	\$	(40,456)	\$ (150,794)
2031	\$	(35,283)	\$	(1,444)	\$	(6,457)	\$	(3,233)	\$ (2,240)	\$	(2,528)	\$	(75, 164)	\$ (5,934)	\$	(48,488)	\$ (180,770)
2032	\$	(41,460)	\$	(1,696)	\$	(7,587)	\$	(3,800)	\$ (2,632)	\$	(2,971)	\$	(88,324)	\$ (6,972)	\$	(56,965)	\$ (212,408)
2033	\$	(42,816)	\$	(1,752)	\$	(7,835)	\$	(3,924)	\$ (2,718)	\$	(3,068)	\$	(91,212)	\$ (7,200)	\$	(58,852)	\$ (219,377)
2034	\$	(44,138)	\$	(1,806)	\$	(8,077)	\$	(4,045)	\$ (2,802)	\$	(3,163)	\$	(94,028)	\$ (7,423)	\$	(60,695)	\$ (226,175)
2035	\$	(45,500)	\$	(1,862)	\$	(8,327)	\$	(4,170)	\$ (2,889)	\$	(3,260)	\$	(96,930)	\$ (7,652)	\$	(62,595)	\$ (233,184)
2036	\$	(46,904)	\$	(1,919)	\$	(8,584)	\$	(4,299)	\$ (2,978)	\$	(3,361)	\$	(99,922)	\$ (7,888)	\$	(64,554)	\$ (240,408)
2037	\$	(48,352)	\$	(1,978)	\$	(8,849)	\$	(4,431)	\$ (3,070)	\$	(3,465)	\$	(103,006)	\$ (8,131)	\$	(66,574)	\$ (247,855)
2038	\$	(49,844)	\$	(2,039)	\$	(9,122)	\$	(4,568)	\$ (3,164)	\$	(3,572)	\$	(106,185)	\$ (8,382)	\$	(68,657)	\$ (255,533)
2039	\$	(51,382)	\$	(2,102)	\$	(9,403)	\$	(4,709)	\$ (3,262)	\$	(3,682)	\$	(109,461)	\$ (8,641)	\$	(70,805)	\$ (263,447)
2040	\$	(52,967)	\$	(2,167)	\$	(9,693)	\$	(4,854)	\$ (3,363)	\$	(3,795)	\$	(112,839)	\$ (8,908)	\$	(73,020)	\$ (271,606)
2041	\$	(54,602)	\$	(2,234)	\$	(9,992)	\$	(5,004)	\$ (3,466)	\$	(3,912)	\$	(116,320)	\$ (9,182)	\$	(75,304)	\$ (280,018)
2042	\$	(56,286)	\$	(2,303)	\$	(10,301)	\$	(5,158)	\$ (3,573)	\$	(4,033)	\$	(119,909)	\$ (9,466)	\$	(77,660)	\$ (288,689)
2043	\$	(58,023)	\$	(2,374)	\$	(10,618)	\$	(5,318)	\$ (3,684)	\$	(4,158)	\$	(123,608)	\$ (9,758)	\$	(80,089)	\$ (297,629)
2044	\$	(59,813)	\$	(2,447)	\$	(10,946)	\$	(5,482)	\$ (3,797)	\$	(4,286)	\$	(127,422)	\$ (10,059)	\$	(82,595)	\$ (306,846)
2045	\$	40,329	\$	1,650	\$	7,380	\$	3,696	\$ 2,560	\$	2,890	\$	85,915	\$ 6,782	\$	54,240	\$ 205,442
Total	\$(161,770)	\$	(6,619)	\$	(29,604)	\$	(14,825)	\$ (10,270)	\$	(11,591)	\$	(344,624)	\$ (27,205)	\$((231,243)	\$ (837,751)

Exhibit 26. Impact of Amendment on Overlapping Taxing Districts, Education (YOE\$)

									(General			
		NW			Р	ortland			Go	vernment		
	R	egional	S	t. Helens		mmunity	5	Subtotal		and		
FYE		ESD	50	02 School	(College	(E	ducation)	Е	ducation		
2020	\$	-	\$	-	\$	-	\$	-	\$	-		
2021	\$	-	\$	-	\$	-	\$	-	\$	-		
2022	\$	1	\$	37	\$	2	\$	40	\$	42		
2023	\$	(1)	\$	(26)	\$	(1)	\$	(28)	\$	(129)		
2024	\$	(766)	\$	(25,037)	\$	(1,408)	\$	(27,211)	\$	(62,832)		
2025	\$	(1,412)	\$	(46, 188)	\$	(2,597)	\$	(50, 197)	\$	(115,857)		
2026	\$	(1,467)	\$	(47,984)	\$	(2,698)	\$	(52, 150)	\$	(120,384)		
2027	\$	(1,515)	\$	(49,539)	\$	(2,785)	\$	(53,839)	\$	(124,305)		
2028	\$	(2,054)	\$	(67, 187)	\$	(3,778)	\$	(73,019)	\$	(168, 566)		
2029	\$	(2,632)	\$	(86,089)	\$	(4,840)	\$	(93,562)	\$	(215,970)		
2030	\$	(3,243)	\$	(106,064)	\$	(5,964)	\$	(115, 270)	\$	(266,064)		
2031	\$	(3,888)	\$	(127, 158)	\$	(7,150)	\$	(138, 196)	\$	(318,966)		
2032	\$	(4,569)	\$	(149,421)	\$	(8,401)	\$	(162,392)	\$	(374,800)		
2033	\$	(4,718)	\$	(154,306)	\$	(8,676)	\$	(167,701)	\$	(387,078)		
2034	\$	(4,864)	\$	(159,070)	\$	(8,944)	\$	(172,878)	\$	(399,054)		
2035	\$	(5,014)	\$	(163,981)	\$	(9,220)	\$	(178, 215)	\$	(411,399)		
2036	\$	(5,169)	\$	(169,042)	\$	(9,505)	\$	(183,716)	\$	(424, 124)		
2037	\$	(5,329)	\$	(174,259)	\$	(9,798)	\$	(189, 385)	\$	(437, 241)		
2038	\$	(5,493)	\$	(179,636)	\$	(10, 100)	\$	(195, 230)	\$	(450,762)		
2039	\$	(5,662)	\$	(185, 179)	\$	(10,412)	\$	(201, 254)	\$	(464,701)		
2040	\$	(5,837)	\$	(190,893)	\$	(10,733)	\$	(207,463)	\$	(479,070)		
2041	\$	(6,017)	\$	(196,783)	\$	(11,064)	\$	(213,864)	\$	(493,882)		
2042	\$	(6,203)	\$	(202,854)	\$	(11,406)	\$	(220,463)	\$	(509, 152)		
2043	\$	(6,394)	\$	(209,113)	\$	(11,758)	\$	(227, 264)	\$	(524,894)		
2044	\$	(6,592)	\$	(215,564)	\$	(12, 120)	\$	(234, 276)	\$	(541, 122)		
2045	\$	4,444	\$	145,345	\$	8,172	\$	157,961	\$	363,403		
Total	\$	(17,828)	\$	(583,012)	\$	(32,780)	\$	(633,620)	\$(1,471,372)		

7. Statutory Compliance

State law limits the percentage of both a municipality's total assessed value and the total land area that can be contained in an urban renewal area at the time of its establishment to 25% for municipalities under 50,000 in population. As shown in Exhibit 19, once Amendment 2 is effective, the frozen base of the URA is forecast to be \$171,650,367. However, Exhibit 27 shows slightly different numbers as it shows the existing frozen base and the Amendment 2 anticipated net change in frozen base. As one of the tax code areas has negative increment at the time of writing this Report, this complicates the analysis of what number to use. Whether or not this table reflects values as calculated based on Exhibit 19 or Exhibit 27, the city is still below the statutory limit of 25% of the assessed value in urban renewal.

Excess value of the URA in FYE 2020 is \$13,811. Excess value is the value above the frozen base. The City's total assessed value is \$994,916,013² in FYE 2020. Thus, the frozen base value of the URA is equal to 17.25% of the City's total assessed value (adjusted to subtract increment value).

The URA has 752 acres, including right-of-way, and the City of St. Helens has 3,726 acres according to the City. Therefore, 20.18% of the City's acreage is in the URA, below the 25% statutory limit.

Exhibit 27. Urban Renewal Area Conformance with Assessed Value and Acreage Limits

	Frozen Base/	
Area	Assessed Value	Acres
St. Helens URA	\$ 171,187,460	752
Amendment 2 (Net Change)	\$ 429,778	
Total	\$ 171,603,427	
City of St. Helens	\$ 994,916,013	3,726
Excess Value	\$ 13,811	
City minus excess value	\$ 994,902,202	
Percent of Total	17.25%	20.18%

Source: Columbia County Assessor SAL Reports FYE 2020 and City of St. Helens.

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² FYE 2020 Columbia County Certified Tax Rolls, SAL 4a

8. Relocation Report

There is no relocation report required for the Plan. No relocation activities are anticipated.

Item #1.



DATE: August 5, 2020

TO: Jenny Dimsho, City of St. Helens FROM: Nick Popenuk and Ali Danko

SUBJECT: City of St. Helens Urban Renewal Financial Update

Executive Summary

The City of St. Helens contracted with Tiberius Solutions LLC to provide an updated financial forecast for the St. Helens Urban Renewal Area (URA). The key deliverable from this analysis is an Excel workbook that documents historical tax increment finance (TIF) revenue and forecasts future TIF revenue for the URA under low, medium, and high growth scenarios. This memorandum summarizes the analysis, including key assumptions and results.

- Historical growth in assessed value in the St. Helens URA has failed to keep pace with the original projections in the St. Helens Urban Renewal Plan. The gap between actual and projected assessed value grew to \$32.6 million in FYE 2020, due largely to the closure of the Armstrong World Industries manufacturing facility. With assessed value lower than the certified frozen base, the URA received essentially no TIF revenue in FYE 2020. This has resulted in no financial capacity to invest in urban renewal projects, and jeopardizes the ability of the URA to incur the full amount of authorized maximum indebtedness before the target termination date in FYE 2043.
- Future growth in assessed value is uncertain and dependent upon future construction activity. The URA has substantial potential for future development, but the exact timing and value of new construction is uncertain. This analysis evaluated a range of possible scenarios, including anywhere from \$25 million to \$111 million in short-term construction activity.
- Expiring tax exemptions will provide immediate financial capacity. Cascade Tissue Group owns property in the URA that currently receives Enterprise Zone tax exemption benefits for three separate schedules of investments. These exemptions are scheduled to expire in FYE 2021, 2022, and 2024 respectively. The expiration of these abatements should add \$38 million in assessed value to the tax rolls in coming years, including \$26 million in FYE 2021.
- Updated growth forecasts fall short of original projections. Despite the possibility of substantial new construction activity and the expiration of current property tax exemptions, none of the updated growth forecasts show the URA having sufficient financial capacity to incur the full amount of maximum indebtedness before the target termination date in FYE 2043. These updated forecasts include:
 - Low-Growth: \$38.1 million of indebtedness incurred by FYE 2043
 - Medium-Growth: \$46.4 million of indebtedness incurred by FYE 2043
 - High-Growth: \$60.8 million of indebtedness incurred by FYE 2043
- Collecting TIF for a longer time period could allow the URA to achieve the full authorized amount of maximum indebtedness. The St. Helens Urban Renewal Plan does not have a binding expiration date. Instead, maximum indebtedness is the limiting factor for the Plan. Thus, if TIF revenues are less than originally forecast, the URA has the ability to collect TIF revenue as long as necessary to achieve the full amount of maximum indebtedness.

Item #1.

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• Amending the URA boundary to include additional development opportunities could increase the financial capacity of the URA. City staff have identified a 10-acre tax lot that could be added to the URA. The property is anticipated to be subdivided and developed into 78 dwellings in 2022 and 2023, resulting in about \$7.5 million in new assessed value that will be added to the tax roll. This could generate an additional \$2.8 million in TIF revenue for the URA. In the high-growth scenario, this would be sufficient for the URA to incur the full amount of maximum indebtedness.

Note that these projections of financial capacity depend upon future growth in assessed value in the URA, which is largely driven by new construction. Although there are multiple planned projects in the URA under the medium and high growth scenarios, those projects are not guaranteed. If those construction projects do not come to fruition due to economic uncertainty or other conditions, then the actual financial capacity of the URA is more likely to resemble the results shown in the low-growth scenario.

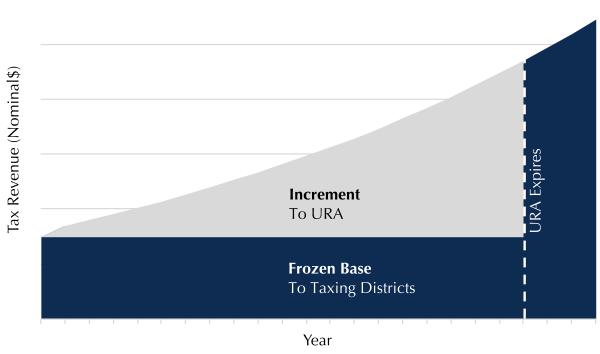
Background

Urban renewal, permitted by Oregon Revised Statue (ORS) 457, is primarily used by cities and counties across Oregon as a revenue source for funding capital projects to help revitalize "blighted" areas.

How Tax Increment Financing Works

When an urban renewal area (URA) is established, the assessed value within the URA boundary becomes the "frozen base" value. When assessed value in the URA grows over time, the difference between the total assessed value and the frozen base is considered "increment" value. Each year, property tax revenue from the frozen base in the URA is distributed normally to all overlapping taxing districts, and the URA receives all the property tax revenue generated from the increment, called tax increment finance (TIF) revenue. TIF revenue can only be spent on capital projects located in the URA. After the URA expires, all tax revenue is distributed to the overlapping taxing districts. Exhibit 1 illustrates the general tax revenue distribution within a URA boundary over the life of the URA.

Exhibit 1. Example Urban Renewal Revenue Distribution



Financial Restrictions and Limitations on Urban Renewal

Urban renewal plans are required to have a "maximum indebtedness", which functions as a limit on the cumulative amount of TIF that can be spent on projects in the URA. Note that maximum indebtedness does not function as a revolving credit limit. In other words, paying off debt for old projects, does not free up maximum indebtedness to be used on future projects. Once a URA incurs the full amount of maximum indebtedness, it cannot incur additional debt to fund additional projects.

Urban renewal plans may also include sunset provisions that establish a final date for incurring debt and/or collecting TIF revenue. Any such sunset provisions are not required by statute.

Overview of the St. Helens URA

The St. Helens Urban Renewal Plan ("Plan") and Report Accompanying the Urban Renewal Plan ("Report") were adopted in 2017. The Plan identified a range of programs and capital projects to be carried out by the URA in the categories of infrastructure, open space/wayfinding, economic development, site preparation, and project administration. The Plan has a maximum indebtedness of \$62,000,000. The Plan does not include a formal sunset date, but did estimate the URA would be able to achieve the full amount of maximum indebtedness, repay all debt and cease collecting TIF revenue in FYE 2043.

The Plan describes the URA boundary as encompassing 756 acres in the City of St Helens.

Exhibit 2 shows a map of the St. Helens URA boundary.



Source: St. Helens Urban Renewal Report on the Urban Renewal Plan

Analysis

Our analysis includes an evaluation of historical trends in the URA compared to original projections, as well as an updated financial forecast for future years.

Historical Trends in the Area Compared to Original Projections

The URA has only received TIF revenue for two years: FYE 2019 and FYE 2020. Exhibit 3, Exhibit 4, and Exhibit 5 compare forecasts from the original Report for assessed value and gross TIF revenue to the two years of actual historical data.

In the URA's first year to receive TIF, FYE 2019, assessed value was 6.4% lower than forecast in the Plan. Similarly, TIF revenue was lower than originally forecast: imposing about \$67,000 in FYE 2019, about \$134,000, or 66%, lower than the forecast \$201,000. In FYE 2020, assessed value decreased by \$11.9 million. This large decrease in assessed value was due primarily to the closure of the Armstrong World Industries manufacturing facility. This caused assessed value in the largest tax code area (TCA) to fall below the frozen base value, and thus no TIF was generated by property within that TCA in FYE 2020. Therefore, the URA's total TIF revenue to dropped to just \$148 dollars in FYE 2020, compared to the original forecast of \$309,000.

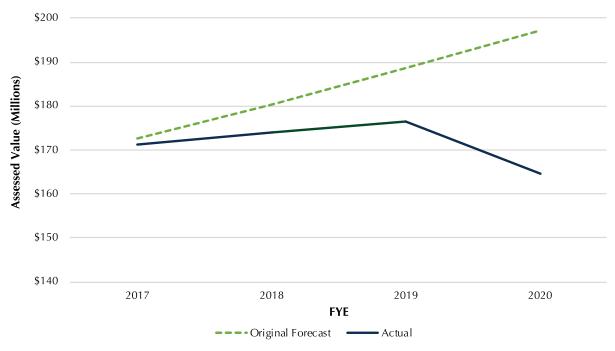
Exhibit 3. Assessed Value, Original Forecast and Actual, St. Helens URA, FYE 2017 to FYE 2020

	Original Forecast			Actua	al	Difference			
								%	
FYE	AV	% Growth		AV	% Growth		AV	Difference	
2017	\$ 172,586,634		\$	171,187,460		\$	(1,399,174)	-0.8%	
2018	\$ 180,398,884	4.5%							
2019	\$ 188,601,746	4.5%	\$	176,534,763		\$	(12,066,983)	-6.4%	
2020	\$ 197,214,751	4.6%	\$	164,641,059	-6.7%	\$	(32,573,692)	-16.5%	

Sources

Actual: Columbia County Assessor, SAL Table 4c, FYE 2019-2020; Certified Frozen Base Value for FYE 2017; data for FYE 2018 is unavailable, as the URA was not effective prior to the Assessor's schedule for establishing the tax roll. Original Forecast: St. Helens Urban Renewal Report on the Urban Renewal Plan

Exhibit 4. Assessed Value, Original Forecast and Actual, St. Helens URA, FYE 2017 to FYE 2020



Sources:

Actual: Columbia County Assessor, SAL Table 4c, FYE 2019-2020; Certified Frozen Base Value for FYE 2017; data for FYE 2018 is unavailable, as the URA was not effective prior to the Assessor's schedule for establishing the tax roll. Original Forecast: St. Helens Urban Renewal Report on the Urban Renewal Plan

Exhibit 5. Gross TIF Revenue, Original Forecast and Actual, FYE 2019 to FYE 2020

	(Original				%
FYE	F	orecast	,	Actual	Difference	Difference
2019	\$	200,980	\$	67,398	\$ (133,582)	-66%
2020	\$	309,068	\$	148	\$ (308,920)	-100%
Growth		54%	-	100%		

Sources:

Actual: Columbia County Assessor, SAL Table 4c, FYE 2019-2020 Original Forecast: St. Helens Urban Renewal Report on the Urban Renewal Plan

Updated Financial Forecast

For this analysis, we evaluated three financial scenarios illustrating a range of potential outcomes for future growth in assessed value. For all scenarios, the basic calculation of annual tax increment revenue is simple: incremental assessed value multiplied by the consolidated tax rate. However, to understand financial capacity, we also need to account for the duration of the URA, the impact of inflation over time, and the use of financing options (e.g., bonds and loans) to accelerate the timing of funding at the expense of interest paid over time.

The remainder of this section describes the steps used in the analysis and highlights all key assumptions. Those steps are:

- 1. Determine the consolidated tax rate
- 2. Forecast future assessed value
- 3. Calculate TIF revenue
- 4. Determine borrowing capacity

1. Determine the Consolidated Tax Rate

The City of St. Helens Urban Renewal Plan is a "reduced rate" urban renewal plan, as defined in ORS 457. Therefore, the consolidated tax rate for the URA is equal to the sum of all permanent tax rates, as well as any general obligation bond levies and any local option taxes approved by voters before October 6, 2001.

The URA encompasses two separate tax code areas (TCAs): 291 and 298. These two TCAs are identical with one exception; TCA 291 is in the City of St. Helens, and therefore includes the City of St. Helens tax rate. TCA 298 is outside of the City limits, and therefore does not include the City of St. Helens tax rate. Exhibit 6 shows the consolidated tax rates for the URA in FYE 2020. Neither of these TCAs have any general obligation bond or local option levies that were approved by voters before October 6, 2001. Thus, only the permanent tax rates for overlapping taxing districts are included in the consolidated tax rates.

Exhibit 6. Consolidated Tax Rate by TCA, St. Helens URA Boundary, FYE 2020

Jurisdiction Name	Туре	291	298
Columbia County	Permanent	\$ 1.3956	\$ 1.3956
Columbia 4H & Extension	Permanent	\$ 0.0571	\$ 0.0571
Columbia 9-1-1- Communication	D Pistricatnent	\$ 0.2554	\$ 0.2554
Columbia Vector	Permanent	\$ 0.1279	\$ 0.1279
Port of Columbia County	Permanent	\$ 0.0886	\$ 0.0886
Columbia SWCD	Permanent	\$ 0.1000	\$ 0.1000
Columbia River Fire	Permanent	\$ 2.9731	\$ 2.9731
St. Helens Aquatic District	Permanent	\$ 0.2347	\$ 0.2347
City of St. Helens	Permanent	\$ 1.9078	\$ -
Subtotal	Gen. Govt.	\$ 7.1402	\$ 5.2324
NW Regional ESD	Permanent	\$ 0.1538	\$ 0.1538
St. Helens 502 School	Permanent	\$ 5.0297	\$ 5.0297
Portland Community College	Permanent	\$ 0.2828	\$ 0.2828
Subtotal	Education	\$ 5.4663	\$ 5.4663
Total	All	\$ 12.6065	\$ 10.6987

Source: Tiberius Solutions using data from Columbia County Assessor, FYE 2020

2. Forecast Future Assessed Value

We forecast future growth in assessed value in the URA based on conversations with City staff about future development opportunities in the area. This forecast is segmented into two time periods: short-term from FYE 2020 to FYE 2025 and long-term for FYE 2026 and beyond.

For the short-term forecast, we assume the assessed value for all existing property in the URA will grow at 3.0% (the maximum annual rate of appreciation for properties in Oregon). In addition, we forecast increases in assessed value on specific properties based on anticipated "exceptions" to Oregon's 3.0% limitation on assessed value growth. These exception events include new construction and the expiration of existing property tax exemptions.

New construction over this period was forecast based on City staff's knowledge of current and planned projects. Each planned construction project was assigned a likelihood of completion, and three separate growth forecasts were developed, showing the range of TIF revenue that could be generated based on the amount of future construction activity that occurs. These growth scenarios assume:

- Low growth: Only recently completed projects and projects that have begun construction.
- Medium growth: All projects included in low growth scenario, plus additional speculative future construction projects that are likely to occur.
- High Growth: All projects included in low and medium growth scenarios, plus additional speculative future construction projects that are less likely to occur.

Exhibit 7 shows potential short-term development in the URA by growth scenario. It includes both residential and commercial development. The Veneer waterfront development is the largest project in both the medium and high growth scenarios, expected to develop either in one phase or three phases respectively. Collectively, these construction projects are estimated to add between \$40 million and \$160 million of real value to the URA in the coming years. That real market value translates to \$25 million to \$111 million of assessed value to be added to the tax rolls.

Exhibit 7. Forecast Real Market Value from New Construction, St. Helens URA, 2020\$

		Growth Scenario						
Project Name	COO		Low Medium			High		
Legacy Health Clinic	2019	\$	9,317,557	\$	9,317,557	\$	9,317,557	
St. Helens Place Apartments	2020	\$	25,278,050	\$	25,278,050	\$	25,278,050	
Grocery Outlet and Drive-Thru	2021	\$	3,411,240	\$	3,411,240	\$	3,411,240	
Veneer Phase 1 (20% Now)	2022	\$	-	\$	4,000,000	\$	4,000,000	
Veneer Phase 1 (80% After 10 Years)	2032	\$	-	\$	16,000,000	\$	16,000,000	
Veneer Phase 2	2024	\$	-	\$	_	\$	30,000,000	
Veneer Phase 3	2027	\$	_	\$	_	\$	70,000,000	
St. Helens Veterinary Clinic	2020	\$	949,034	\$	949,034	\$	949,034	
Kervin's Ironworks Building	2022	\$	683,200	\$	683,200	\$	683,200	
Total		\$	39,639,081	\$	59,639,081	\$	159,639,081	

Source: City of St. Helens

Notes

Veneer Phase 1 is expected to receive a vertical housing tax credit (VHTC). 20% of total assessed value will be taxable immediately, and the remaining 80% of value will be taxable in after 10 years.

Veneer Phase 2 is expected to receive a 3- or 5-year Enterprise Zone tax exemption benefit. This analysis assumes it will receive a 5-year Enterprise Zone tax abatement.

Exhibit 8. Assumptions for Construction Activity by Growth Scenario, St. Helens URA, 2020\$, FYE 2021 through FYE 2034

Calendar Year	FYE on Tax	Development by Growth Scenario (2020\$)									
of Development	Roll		Low	Medium			High				
2019	2021	\$	9,317,557	\$	9,317,557	\$	9,317,557				
2020	2022	\$	26,227,084	\$	26,227,084	\$	26,227,084				
2021	2023	\$	3,411,240	\$	3,411,240	\$	3,411,240				
2022	2024	\$	683,200	\$	4,683,200	\$	4,683,200				
2023	2025	\$	-	\$	-	\$	_				
2024	2026	\$	-	\$	-	\$	_				
2025	2027	\$	-	\$	-	\$	_				
2026	2028	\$	-	\$	-	\$	-				
2027	2029	\$	-	\$	-	\$	70,000,000				
2028	2030	\$	-	\$	-	\$	-				
2029	2031	\$	-	\$	-	\$	30,000,000				
2030	2032	\$	-	\$	-	\$	-				
2031	2033	\$	-	\$	-	\$	-				
2032	2034	\$	-	\$	16,000,000	\$	16,000,000				
Total		\$	39,639,081	\$	59,639,081	\$	159,639,081				
Net New AV on	Tax Roll	\$	25,054,597	\$	39,354,597	\$	110,854,597				

Sources and Notes:

City staff provided Tiberius Solutions with the assumption for potential upcoming projects through calendar year 2032 Net New AV on Tax Roll is determined by applying the changed property ratio (varies by land use) to real market value of development. Changed Property Ratio: Columbia County Assessor, FYE 2020

In addition to new construction, the expiration of tax exemptions is expected to contribute to growth in taxable assessed value in the URA in the near future. Cascade Tissue Group is currently Enterprise Zone tax exemption benefits for three separate schedules of investments. These exemptions are scheduled to expire in FYE 2021, 2022, and 2024 respectively. Exhibit 9 shows the anticipated increase in assessed value of the expiring Enterprise Zone exemptions for Cascades Tissue Group. In total, \$38.3 million (in 2020\$) will become taxable between FYE 2021 and FYE 2024 as the Enterprise Zone benefits expire. These increases in taxable assessed value are reflected in all three growth scenarios.

Exhibit 9. Assessed Value of Expiring Enterprise Zone Exemptions, Cascades Tissue Group, 2020\$

FYE	As	Assessed Value						
2021	\$	26,404,200						
2022	\$	7,600,490						
2024	\$	4,246,440						
Total	\$	38,251,130						

Source: Columbia County Assessor, FYE 2020

For FYE 2026 and beyond, we anticipate that the URA will experience speculative future development. However, the timing and value of potential long-term future construction projects is

unknown. Therefore, starting in FYE 2026 we increase the assumed average annual growth in assessed value for each scenario to reflect the likelihood of future construction activity:

- Low Growth: 4% (equal to 3% maximum annual appreciation for existing property plus 1% exception value from new development)
- Medium Growth: 5% (equal to 3% maximum annual appreciation for existing property plus 2% exception value from new development)
- High Growth: 6% (equal to 3% maximum annual appreciation for existing property plus 3% exception value from new development)

Exhibit 10 and Exhibit 11 show the updated assessed value forecast for all three growth scenarios, and compares them to the original Plan. The Plan assumed that URA would complete all projects by FYE 2043, and the updated forecasts also show assessed value growth through FYE 2043. The long-term average annual growth rate (AAGR) in the updated forecast high-growth scenario is actually higher than the AAGR in the original forecast. However, due to the current assessed value of the URA being less than what was originally forecast, even the updated high-growth forecast falls short of the projected assessed value in the original forecast.

Exhibit 10. New Forecast of Assessed Value, FYE 2020 to FYE 2034

-	Original For	recast	ι	pdated Foreca	st - Low	Up	dated Forecast	- Medium	Į	Jpdated Foreca	ıst - High
		%			%			%			
FYE	AV	Growth		AV	Growth		AV	Growth		AV	% Growth
2020	\$ 197,214,751		\$	164,641,059		\$	164,641,059		\$	164,641,059	
2021	\$ 218,896,647	11.0%	\$	200,826,928	22.0%	\$	200,826,928	22.0%	\$	200,826,928	22.0%
2022	\$ 230,719,256	5.4%	\$	233,997,349	16.5%	\$	233,997,349	16.5%	\$	233,997,349	16.5%
2023	\$ 289,284,948	25.4%	\$	242,423,276	3.6%	\$	242,423,276	3.6%	\$	242,423,276	3.6%
2024	\$ 303,727,144	5.0%	\$	254,462,940	5.0%	\$	257,681,870	6.3%	\$	257,681,870	6.3%
2025	\$ 318,873,981	5.0%	\$	261,596,524	2.8%	\$	264,912,022	2.8%	\$	264,912,022	2.8%
2026	\$ 346,255,509	8.6%	\$	270,659,427	3.5%	\$	275,789,702	4.1%	\$	275,789,702	4.1%
2027	\$ 363,258,422	4.9%	\$	280,062,830	3.5%	\$	287,165,243	4.1%	\$	287,165,243	4.1%
2028	\$ 381,081,515	4.9%	\$	289,819,693	3.5%	\$	299,062,158	4.1%	\$	299,062,158	4.1%
2029	\$ 399,763,526	4.9%	\$	299,943,472	3.5%	\$	311,505,094	4.2%	\$	376,810,334	26.0%
2030	\$419,345,134	4.9%	\$	310,448,144	3.5%	\$	324,519,887	4.2%	\$	391,784,284	4.0%
2031	\$ 450,396,568	7.4%	\$	321,348,223	3.5%	\$	338,133,621	4.2%	\$	437,107,040	11.6%
2032	\$ 469,605,304	4.3%	\$	332,658,783	3.5%	\$	352,374,689	4.2%	\$	454,317,311	3.9%
2033	\$ 489,699,656	4.3%	\$	344,395,475	3.5%	\$	367,272,857	4.2%	\$	472,273,757	4.0%
2034	\$ 510,721,661	4.3%	\$	356,574,557	3.5%	\$	400,163,476	9.0%	\$	508,314,403	7.6%
2035	\$ 532,715,389	4.3%	\$	369,212,913	3.5%	\$	416,990,099	4.2%	\$	528,385,553	3.9%
2036	\$ 570,877,285	7.2%	\$	382,328,076	3.6%	\$	434,587,622	4.2%	\$	549,324,939	4.0%
2037	\$ 595,409,821	4.3%	\$	395,938,257	3.6%	\$	452,992,476	4.2%	\$	571,171,913	4.0%
2038	\$ 621,073,156	4.3%	\$	410,062,370	3.6%	\$	472,242,852	4.2%	\$	593,967,672	4.0%
2039	\$ 647,920,955	4.3%	\$	424,720,057	3.6%	\$	492,378,784	4.3%	\$	617,755,349	4.0%
2040	\$ 676,009,481	4.3%	\$	439,931,719	3.6%	\$	513,442,243	4.3%	\$	642,580,105	4.0%
2041	\$ 705,397,721	4.3%	\$	455,718,545	3.6%	\$	535,477,225	4.3%	\$	668,489,223	4.0%
2042	\$ 736,147,518	4.4%	\$	472,102,544	3.6%	\$	558,529,858	4.3%	\$	695,532,216	4.0%
2043	\$ 768,323,714	4.4%	\$	489,106,573	3.6%	\$	582,648,501	4.3%	\$	723,760,929	4.1%
AAGR		6.09%			4.85%			5.65%			6.65%

Sources:

Original Forecast: St. Helens Urban Renewal Report on the Urban Renewal Plan

Updated Forecasts: Tiberius Solutions

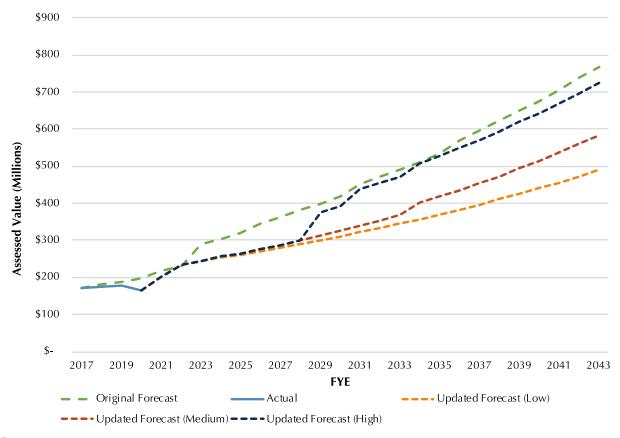


Exhibit 11. New Forecast of Assessed Value, St. Helens URA, FYE 2020 to FYE 2034

Sources:

Original Forecast: St. Helens Urban Renewal Report on the Urban Renewal Plan

Updated Forecasts: Tiberius Solutions

3. Calculate TIF Revenue

Gross TIF revenue is calculated as the product of the increment assessed value and the consolidated tax rate each year. However, actual TIF received (i.e., net revenue) in a given year tends to be lower, due to discounts (from lump-sum, on-time payment of taxes), delinquencies (unpaid taxes), truncation loss (lost revenue due to rounding), and compression loss (for properties where the taxes imposed would exceed constitutional limits). Our forecast of net TIF revenue assumes a 5.0% adjustment factor to convert from gross to net revenue, based on our experience with other jurisdictions across the State, plus an additional 1.5% of prior year collections that are assumed to be received the following year as late payment on delinquent accounts. Exhibit 12 through Exhibit 15 show the updated forecasts of TIF revenue through FYE 2043 for each growth scenario.

Exhibit 12. Updated TIF Forecast, Low Growth Scenario, St. Helens URA, FYE 2020 to FYE 2043

			Tax Increment Finance Revenue										
									Net				
						(Current							
FYE	Total	Frozen Base	Increment	Tax Rate	Gross	Ac	djustments		Year)	Pr	ior Year	Ne	et (Total)
2020	\$ 164,641,059	\$ 171,187,460	\$ 13,811	\$ 10.6987	\$ 148	\$	(7)	\$	140	\$	2	\$	143
2021	\$ 200,826,928	\$ 171,187,460	\$ 29,639,468	\$ 12.6052	\$ 373,611	\$	(18,681)	\$	354,930	\$	2	\$	354,932
2022	\$ 233,997,349	\$ 171,187,460	\$ 62,809,889	\$ 12.6057	\$ 791,760	\$	(39,588)	\$	752,172	\$	5,324	\$	757,496
2023	\$ 242,423,276	\$ 171,187,460	\$ 71,235,816	\$ 12.6056	\$ 897,968	\$	(44,898)	\$	853,069	\$	11,283	\$	864,352
2024	\$ 254,462,940	\$ 171,187,460	\$ 83,275,480	\$ 12.6055	\$1,049,732	\$	(52,487)	\$	997,245	\$	12,796	\$1	,010,041
2025	\$ 261,596,524	\$ 171,187,460	\$ 90,409,064	\$ 12.6054	\$1,139,647	\$	(56,982)	\$,082,664	\$	14,959	\$1	,097,623
2026	\$ 270,659,427	\$ 171,187,460	\$ 99,471,967	\$ 12.6053	\$1,253,878	\$	(62,694)	\$,191,184	\$	16,240	\$1	,207,424
2027	\$ 280,062,830	\$ 171,187,460	\$ 108,875,370	\$ 12.6052	\$1,372,401	\$	(68,620)	\$,303,781	\$	17,868	\$1	,321,649
2028	\$ 289,819,693	\$ 171,187,460	\$ 118,632,233	\$ 12.6052	\$1,495,379	\$	(74,769)	\$,420,610	\$	19,557	\$1	,440,167
2029	\$ 299,943,472	\$ 171,187,460	\$ 128,756,012	\$ 12.6051	\$1,622,982	\$	(81,149)	\$,541,833	\$	21,309	\$1	,563,142
2030	\$ 310,448,144	\$ 171,187,460	\$ 139,260,684	\$ 12.6050	\$1,755,386	\$	(87,769)	\$,667,617	\$	23,128	\$1	,690,744
2031	\$ 321,348,223	\$ 171,187,460	\$ 150,160,763	\$ 12.6050	\$ 1,892,773	\$	(94,639)	\$,798,135	\$	25,014	\$1	,823,149
2032	\$ 332,658,783	\$ 171,187,460	\$ 161,471,323	\$ 12.6049	\$2,035,334	\$	(101,767)	\$,933,568	\$	26,972	\$1	,960,540
2033	\$ 344,395,475	\$ 171,187,460	\$ 173,208,015	\$ 12.6049	\$2,183,267	\$	(109,163)	\$ 2	2,074,103	\$	29,004	\$2	,103,107
2034	\$ 356,574,557	\$ 171,187,460	\$ 185,387,097	\$ 12.6048	\$2,336,775	\$	(116,839)	\$ 2	2,219,936	\$	31,112	\$2	,251,048
2035	\$ 369,212,913	\$ 171,187,460	\$ 198,025,453	\$ 12.6048	\$2,496,072	\$	(124,804)	\$ 2	2,371,268	\$	33,299	\$2	,404,567
2036	\$ 382,328,076	\$ 171,187,460	\$ 211,140,616	\$ 12.6048	\$2,661,378	\$	(133,069)	\$ 2	2,528,309	\$	35,569	\$2	,563,878
2037	\$ 395,938,257	\$ 171,187,460	\$ 224,750,797	\$ 12.6047	\$2,832,924	\$	(141,646)	\$ 2	2,691,278	\$	37,925	\$2	,729,203
2038	\$ 410,062,370	\$ 171,187,460	\$ 238,874,910	\$ 12.6047	\$ 3,010,948	\$	(150,547)	\$ 2	2,860,400	\$	40,369	\$2	,900,769
2039	\$ 424,720,057	\$ 171,187,460	\$ 253,532,597	\$ 12.6047	\$ 3,195,696	\$	(159,785)	\$ 3	3,035,912	\$	42,906	\$3	,078,818
2040	\$ 439,931,719	\$ 171,187,460	\$ 268,744,259	\$ 12.6047	\$3,387,427	\$	(169,371)	\$.	3,218,056	\$	45,539	\$3	,263,595
2041	\$ 455,718,545	\$ 171,187,460	\$ 284,531,085	\$ 12.6046	\$3,586,408	\$	(179,320)	\$ 3	3,407,088	\$	48,271	\$3	,455,358
2042	\$ 472,102,544	\$ 171,187,460	\$ 300,915,084	\$ 12.6046	\$3,792,915	\$	(189,646)	\$ 3	3,603,269	\$	51,106	\$3	,654,376
2043	\$ 489,106,573	\$ 171,187,460	\$ 317,919,113	\$ 12.6046	\$4,007,237	\$	(200,362)	\$ 3	3,806,876	\$	54,049	\$3	,860,925

Exhibit 13. Updated TIF Forecast, Medium Growth Scenario, St. Helens URA, FYE 2020 to FYE 2043

					Tax Increm	en	t Finance I	Rev	enue				
									Net				
								(Current				
FYE	Total	Frozen Base	Increment	Tax Rate	Gross	Αc	ljustments		Year)	Pr	ior Year	Nε	et (Total)
2020	\$ 164,641,059	\$ 171,187,460	\$ 13,811	\$ 10.6987	\$ 148	\$	(7)	\$	140	\$	2	\$	143
2021	\$ 200,826,928	\$ 171,187,460	\$ 29,639,468	\$ 12.6052	\$ 373,611	\$	(18,681)	\$	354,930	\$	2	\$	354,932
2022	\$ 233,997,349	\$ 171,187,460	\$ 62,809,889	\$ 12.6057	\$ 791,760	\$	(39,588)	\$	752,172	\$	5,324	\$	757,496
2023	\$ 242,423,276	\$ 171,187,460	\$ 71,235,816	\$ 12.6056	\$ 897,968	\$	(44,898)	\$	853,069	\$	11,283	\$	864,352
2024	\$ 257,681,870	\$ 171,187,460	\$ 86,494,410	\$ 12.6056	\$1,090,311	\$	(54,516)	\$	1,035,796	\$	12,796	\$1	,048,592
2025	\$ 264,912,022	\$ 171,187,460	\$ 93,724,562	\$ 12.6055	\$1,181,443	\$	(59,072)	\$	1,122,371	\$	15,537	\$1	,137,908
2026	\$ 275,789,702	\$ 171,187,460	\$ 104,602,242	\$ 12.6053	\$1,318,548	\$	(65,927)	\$ 1	1,252,620	\$	16,836	\$1	,269,456
2027	\$ 287,165,243	\$ 171,187,460	\$ 115,977,783	\$ 12.6052	\$1,461,927	\$	(73,096)	\$ 1	1,388,831	\$	18,789	\$1	,407,620
2028	\$ 299,062,158	\$ 171,187,460	\$ 127,874,698	\$ 12.6051	\$1,611,878	\$	(80,594)	\$	1,531,284	\$	20,832	\$1	,552,117
2029	\$ 311,505,094	\$ 171,187,460	\$ 140,317,634	\$ 12.6051	\$1,768,711	\$	(88,436)	\$	1,680,275	\$	22,969	\$1	,703,245
2030	\$ 324,519,887	\$ 171,187,460	\$ 153,332,427	\$ 12.6050	\$1,932,751	\$	(96,638)	\$	1,836,114	\$	25,204	\$1	,861,318
2031	\$ 338,133,621	\$ 171,187,460	\$ 166,946,161	\$ 12.6049	\$2,104,341	\$	(105,217)	\$ 7	1,999,124	\$	27,542	\$2	,026,666
2032	\$ 352,374,689	\$ 171,187,460	\$ 181,187,229	\$ 12.6048	\$ 2,283,837	\$	(114,192)	\$ 2	2,169,645	\$	29,987	\$2	,199,632
2033	\$ 367,272,857	\$ 171,187,460	\$ 196,085,397	\$ 12.6048	\$ 2,471,616	\$	(123,581)	\$ 2	2,348,035	\$	32,545	\$2	,380,580
2034	\$ 400,163,476	\$ 171,187,460	\$ 228,976,016	\$ 12.6049	\$2,886,214	\$	(144,311)	\$ 2	2,741,904	\$	35,221	\$2	,777,124
2035	\$ 416,990,099	\$ 171,187,460	\$ 245,802,639	\$ 12.6048	\$3,098,300	\$	(154,915)	\$ 2	2,943,385	\$	41,129	\$2	,984,514
2036	\$ 434,587,622	\$ 171,187,460	\$ 263,400,162	\$ 12.6048	\$ 3,320,103	\$	(166,005)	\$3	3,154,097	\$	44,151	\$3	,198,248
2037	\$ 452,992,476	\$ 171,187,460	\$ 281,805,016	\$ 12.6047	\$3,552,080	\$	(177,604)	\$ 3	3,374,476	\$	47,311	\$3	,421,788
2038	\$ 472,242,852	\$ 171,187,460	\$ 301,055,392	\$ 12.6047	\$ 3,794,715	\$	(189,736)	\$ 3	3,604,980	\$	50,617	\$3	,655,597
2039	\$ 492,378,784	\$ 171,187,460	\$ 321,191,324	\$ 12.6047	\$ 4,048,512	\$	(202,426)	\$ 3	3,846,086	\$	54,075	\$3	,900,161
2040	\$ 513,442,243	\$ 171,187,460	\$ 342,254,783	\$ 12.6046	\$4,313,998	\$	(215,700)	\$ 4	1,098,299	\$	57,691	\$4	,155,990
2041	\$ 535,477,225	\$ 171,187,460	\$ 364,289,765	\$ 12.6046	\$4,591,730	\$	(229,587)	\$ 4	1,362,144	\$	61,474	\$4	,423,618
2042	\$ 558,529,858	\$ 171,187,460	\$ 387,342,398	\$ 12.6046	\$ 4,882,289	\$	(244,114)	\$ 4	1,638,174	\$	65,432	\$4	,703,606
2043	\$ 582,648,501	\$ 171,187,460	\$ 411,461,041	\$ 12.6046	\$ 5,186,283	\$	(259,314)	\$ 4	1,926,969	\$	69,573	\$4	,996,541

Exhibit 14. Updated TIF Forecast, High Growth Scenario, St. Helens URA, FYE 2020 to FYE 2043

				Tax Increment Finance							
FYE	Total	Frozen Base	Increment - Used	Tax Rate	Gross TIF	Ac	ljustments	Net (Current Year)	Net TIF (Prior Year)	Net TIF (Total)	
2020	\$ 164,641,059	\$ 171,187,460	\$ 13,811	\$ 10.6987	\$ 148	\$	(7)	\$ 140	\$ 2	\$ 143	
2021	\$ 200,826,928	\$ 171,187,460	\$ 29,639,468	\$ 12.6052	\$ 373,611	\$	(18,681)	\$ 354,930	\$ 2	\$ 354,932	
2022	\$ 233,997,349	\$ 171,187,460	\$ 62,809,889	\$ 12.6057	\$ 791,760	\$	(39,588)	\$ 752,172	\$ 5,324	\$ 757,496	
2023	\$ 242,423,276	\$ 171,187,460	\$ 71,235,816	\$ 12.6056	\$ 897,968	\$	(44,898)	\$ 853,069	\$ 11,283	\$ 864,352	
2024	\$ 257,681,870	\$ 171,187,460	\$ 86,494,410	\$ 12.6056	\$1,090,311	\$	(54,516)	\$1,035,796	\$ 12,796	\$1,048,592	
2025	\$ 264,912,022	\$ 171,187,460	\$ 93,724,562	\$ 12.6055	\$1,181,443	\$	(59,072)	\$1,122,371	\$ 15,537	\$1,137,908	
2026	\$ 275,789,702	\$ 171,187,460	\$ 104,602,242	\$ 12.6053	\$1,318,548	\$	(65,927)	\$1,252,620	\$ 16,836	\$1,269,456	
2027	\$ 287,165,243	\$ 171,187,460	\$ 115,977,783	\$ 12.6052	\$1,461,927	\$	(73,096)	\$1,388,831	\$ 18,789	\$1,407,620	
2028	\$ 299,062,158	\$ 171,187,460	\$ 127,874,698	\$ 12.6051	\$ 1,611,878	\$	(80,594)	\$1,531,284	\$ 20,832	\$1,552,117	
2029	\$ 376,810,334	\$ 171,187,460	\$ 205,622,874	\$ 12.6055	\$ 2,591,981	\$	(129,599)	\$2,462,382	\$ 22,969	\$2,485,352	
2030	\$ 391,784,284	\$ 171,187,460	\$ 220,596,824	\$ 12.6054	\$ 2,780,720	\$	(139,036)	\$2,641,684	\$ 36,936	\$2,678,620	
2031	\$ 437,107,040	\$ 171,187,460	\$ 265,919,580	\$ 12.6055	\$3,352,049	\$	(167,602)	\$ 3,184,447	\$ 39,625	\$3,224,072	
2032	\$ 454,317,311	\$ 171,187,460	\$ 283,129,851	\$ 12.6054	\$3,568,977	\$	(178,449)	\$3,390,528	\$ 47,767	\$3,438,295	
2033	\$ 472,273,757	\$ 171,187,460	\$ 301,086,297	\$ 12.6054	\$3,795,310	\$	(189,765)	\$3,605,544	\$ 50,858	\$3,656,402	
2034	\$ 508,314,403	\$ 171,187,460	\$ 337,126,943	\$ 12.6054	\$4,249,619	\$	(212,481)	\$4,037,138	\$ 54,083	\$4,091,221	
2035	\$ 528,385,553	\$ 171,187,460	\$ 357,198,093	\$ 12.6054	\$ 4,502,607	\$	(225,130)	\$ 4,277,477	\$ 60,557	\$4,338,034	
2036	\$ 549,324,939	\$ 171,187,460	\$ 378,137,479	\$ 12.6053	\$ 4,766,539	\$	(238,327)	\$4,528,212	\$ 64,162	\$4,592,374	
2037	\$ 571,171,913	\$ 171,187,460	\$ 399,984,453	\$ 12.6053	\$ 5,041,910	\$	(252,095)	\$4,789,814	\$ 67,923	\$4,857,737	
2038	\$ 593,967,672	\$ 171,187,460	\$ 422,780,212	\$ 12.6052	\$ 5,329,239	\$	(266,462)	\$ 5,062,777	\$ 71,847	\$5,134,624	
2039	\$ 617,755,349	\$ 171,187,460	\$ 446,567,889	\$ 12.6052	\$ 5,629,071	\$	(281,454)	\$5,347,618	\$ 75,942	\$5,423,559	
2040	\$ 642,580,105	\$ 171,187,460	\$ 471,392,645	\$ 12.6051	\$ 5,941,975	\$	(297,099)	\$ 5,644,876	\$ 80,214	\$5,725,090	
2041	\$ 668,489,223	\$ 171,187,460	\$ 497,301,763	\$ 12.6051	\$ 6,268,546	\$	(313,427)	\$ 5,955,119	\$ 84,673	\$6,039,792	
2042	\$ 695,532,216	\$ 171,187,460	\$ 499,985,011	\$ 12.6051	\$ 6,302,352	\$	(315,118)	\$ 5,987,235	\$ 89,327	\$6,076,561	
2043	\$ 723,760,929	\$ 171,187,460	\$ 507,043,114	\$ 12.6051	\$ 6,391,304	\$	(319,565)	\$6,071,739	\$ 89,809	\$6,161,547	

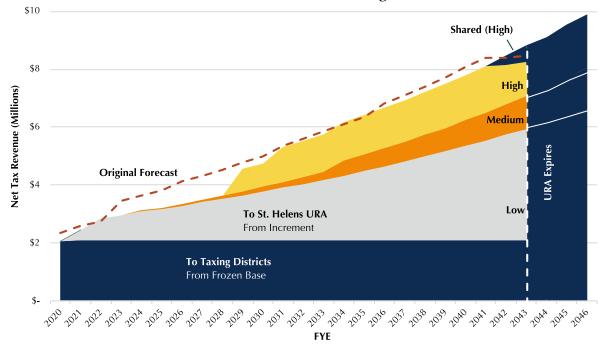


Exhibit 15. Net TIF Revenue to St. Helens URA and Taxing Districts

As shown in Exhibit 15, all three forecasts are fairly similar through FYE 2028, at which point in time, assumed new construction activity translates to rapid growth in assessed value in the high-growth scenario. In subsequent years, the differences between each scenario gradually widen, based on the amount of assumed long-term development in each scenario.

Exhibit 16 compares the new forecasts of TIF revenue to the forecast from the original Report. As with assessed value, each updated forecast falls short of the forecast in the original plan. Cumulatively from FYE 2020 to FYE 2043, TIF revenues are forecast to be 43% (low growth), 32% (medium growth), and 9% (high growth) less than what was forecast in the original Report.

Exhibit 16. Comparison of Original TIF Forecast to New Forecasts, St. Helens URA, FYE 2020 to 2043

	Net TIF										
				U	pda	ated Forecas	sts		% Difference:	% Difference:	% Difference:
		Original				Medium			Original and	Original and	Original and
FYE		Forecast	Lo	ow Growth		Growth	Hi	gh Growth	Low	Medium	High
2020	\$	293,615	\$	143	\$	143	\$	143	-100%	-100%	-100%
2021	\$	552,105	\$	354,932	\$	354,932	\$	354,932	-36%	-36%	-36%
2022	\$	693,053	\$	757,496	\$	757,496	\$	757,496	9%	9%	9%
2023	\$	1,391,269	\$	864,352	\$	864,352	\$	864,352	-38%	-38%	-38%
2024	\$	1,563,448	\$	1,010,041	\$	1,048,592	\$	1,048,592	-35%	-33%	-33%
2025	\$	1,744,027	\$	1,097,623	\$	1,137,908	\$	1,137,908	-37%	-35%	-35%
2026	\$	2,070,468	\$	1,207,424	\$	1,269,456	\$	1,269,456	-42%	-39%	-39%
2027	\$	2,273,176	\$	1,321,649	\$	1,407,620	\$	1,407,620	-42%	-38%	-38%
2028	\$	2,485,662	\$	1,440,167	\$	1,552,117	\$	1,552,117	-42%	-38%	-38%
2029	\$	2,708,387	\$	1,563,142	\$	1,703,245	\$	2,485,352	-42%	-37%	-8%
2030	\$	2,941,837	\$	1,690,744	\$	1,861,318	\$	2,678,620	-43%	-37%	-9%
2031	\$	3,312,031	\$	1,823,149	\$	2,026,666	\$	3,224,072	-45%	-39%	-3%
2032	\$	3,541,036	\$	1,960,540	\$	2,199,632	\$	3,438,295	-45%	-38%	-3%
2033	\$	3,780,599	\$	2,103,107	\$	2,380,580	\$	3,656,402	-44%	-37%	-3%
2034	\$	4,031,222	\$	2,251,048	\$	2,777,124	\$	4,091,221	-44%	-31%	1%
2035	\$	4,293,430	\$	2,404,567	\$	2,984,514	\$	4,338,034	-44%	-30%	1%
2036	\$	4,748,394	\$	2,563,878	\$	3,198,248	\$	4,592,374	-46%	-33%	-3%
2037	\$	5,040,868	\$	2,729,203	\$	3,421,788	\$	4,857,737	-46%	-32%	-4%
2038	\$	5,346,825	\$	2,900,769	\$	3,655,597	\$	5,134,624	-46%	-32%	-4%
2039	\$	5,666,903	\$	3,078,818	\$	3,900,161	\$	5,423,559	-46%	-31%	-4%
2040	\$	6,001,772	\$	3,263,595	\$	4,155,990	\$	5,725,090	-46%	-31%	-5%
2041	\$	6,352,136	\$	3,455,358	\$	4,423,618	\$	6,039,792	-46%	-30%	-5%
2042	\$	6,329,683	\$	3,654,376	\$	4,703,606	\$	6,076,561	-42%	-26%	-4%
2043	\$	6,425,584	\$	3,860,925	\$	4,996,541	\$	6,161,547	-40%	-22%	-4%
Total	\$	83,587,530	\$	47,357,045	\$	56,781,243	\$	76,315,897	-43%	-32%	-9%

Sources:

Original Forecast: St. Helens Urban Renewal Report on the Urban Renewal Plan Updated Forecasts: Tiberius Solutions

4. Determine Borrowing Capacity and Cash Flow Analysis

Net TIF revenue (as shown previously in Exhibit 12 through Exhibit 14) gives a general idea of the revenue generated by the URA each year. However, those numbers are insufficient to understand the total funding available for projects over the life of the URA. For this, we create a hypothetical long-term cash flow for the URA that considers existing fund balance, outstanding debt, and budgeted expenditures. Our analysis included cash flows for all three growth scenarios, all using the same key assumptions summarized below.

Based on conversations with City staff and our experience in other urban renewal areas, we use the following assumptions in this analysis:

- Inflation rate: 3.0%
- Beginning fund balance: \$51,594.88 in FYE 2020
- Maximum Indebtedness remaining as of the end of FYE 2019: \$62,000,000.
- No existing loans

For new loans:

Minimum debt service coverage ratio required: 1.5 times annual TIF revenue

Interest rate: 5.0%

Amortization period: 20 years or less

Timing: FYE 2023, FYE 2029, FYE 2033

 Principal amount: as large as possible, while maintaining minimum debt service coverage ratio

All loans paid off or paid off early by FYE 2043

Exhibit 17 summarizes the URA's capacity for each growth scenario. We show that the URA would have \$27.8 million to \$43.6 million in financial capacity in 2020 dollars through FYE 2043. No scenario will reach the URA's maximum indebtedness of \$62 million. The high-growth scenario comes closest, with an estimated \$60.8 million of indebtedness incurred and repaid by FYE 2043, equal to 98% of the approved maximum indebtedness for the URA.

Exhibit 17. Capacity Summary, Updated Forecasts, St. Helens URA

	Growth Scenario								
	Low	Medium	High						
Total Net TIF	\$ 47,400,000	\$56,800,000	\$76,300,000						
Maximum Indebtedness	\$62,000,000	\$ 62,000,000	\$ 62,000,000						
Total Indebtedness Incurred	\$ 38,100,000	\$46,400,000	\$ 60,800,000						
Capacity (2020\$)	\$ 27,800,000	\$ 33,100,000	\$43,600,000						
Years 1-5	\$ 8,200,000	\$ 8,200,000	\$ 8,200,000						
Years 6-10	\$ 6,300,000	\$ 7,200,000	\$ 13,500,000						
Years 11-15	\$ 6,600,000	\$ 8,100,000	\$ 11,600,000						
Years 16-20	\$ 4,100,000	\$ 5,600,000	\$ 7,400,000						
Years 21-25	\$ 2,600,000	\$ 3,900,000	\$ 2,900,000						

Source: Tiberius Solutions

Note that borrowing capacity is dependent on exact financing terms. Shorter-term loans, higher interest rates, and higher debt service coverage requirements would reduce the amount of borrowing capacity for the URA.

Potential Amendment

City staff have identified a 10-acre tax lot that could be added to the URA. The property is anticipated to be subdivided into 78 dwelling units (76 attached single-family homes and 2 detached single-family homes), and is forecast to be completed in calendar years 2022 and 2023 (50% each year).

City staff provided examples of comparable recent developments as the basis for assumptions on the real market value for the proposed development:

- Single-Family Attached Homes: 2,000 square feet per home, \$72 per square foot
- Single-Family Detached Homes: 2,700 square feet per home, \$104 per square foot

Using these assumptions, we estimate about \$11 million in new real market value from development, resulting in about \$7.5 million in new assessed value that will be added to the tax roll, split evenly between FYE 2024 and FYE 2025. Exhibit 18 below details these calculations.

Exhibit 18. Exception Value from Development, Potential New Amendment, St. Helens URA

Calendar Year			Changed	
of	FYE on Tax	New Real	Property	
Development	Roll	Market Value	Ratio	New AV
2022	2024	\$ 5,750,520	0.654	\$ 3,760,840
2023	2025	\$ 5,750,520	0.654	\$ 3,760,840

Sources and Notes:

Net New AV on Tax Roll is determined by applying the changed property ratio (varies by land use) to real market value of development. Changed Property Ratio: Columbia County Assessor, FYE 2020

Exhibit 19 shows that by amending the URA to include this property, the St. Helens URA would collect an additional \$2.8 million in TIF revenue. Without detailed financing assumptions, we show that this would allow the URA to incur roughly \$2.8 million more indebtedness. In the high growth scenario, this would be sufficient for the URA to incur the full amount of maximum indebtedness. However, the low and medium growth scenarios would still have insufficient financial capacity to achieve the full amount of maximum indebtedness.

Exhibit 19 Detail of Impact of Potential Amendment, St. Helens URA

FYE Value Total AV Frozen Base Increment Tax Rate Gross TIF Net TIF Q2020s 2020 \$ — 911,330 \$ 911,330 \$ 12.6065 \$ — 6.005 \$ — 6.005 \$ — 7. \$ — 7. 2021 \$ — 938,670 \$ 938,670 \$ — 6.005 \$ 12.6065 \$ — 6.005 \$ — 7. \$ — 7. 2022 \$ — 0.005 \$ 996,630 \$ 911,330 \$ 8.64,800 \$ 12.6065 \$ — 1.065 \$ 1.062 \$ — 7. \$ — 7. 2024 \$ 4,232,859 \$ 5,258,569 \$ 911,330 \$ 8.864,840 \$ 12.6065 \$ 11,055 \$ 1,0694 \$ 992,254 2025 \$ 4,335,844 \$ 9,776,170 \$ 911,330 \$ 9,46,271 \$ 11,06948 \$ 93,478 2026 \$ — 0 \$ 10,069,455 \$ 911,330 \$ 9,460,209 \$ 12,6065 \$ 111,5452 \$ 111,6948 \$ 93,478 2027 \$ — 0 \$ 10,682,685 \$ 911,330 \$ 9,771,355 \$ 12,6065 \$ 119,260 \$ 114,966 \$ 93,478 2026 \$ — 0 \$ 10,682,685 <th colspan="9">Exhibit 19 Detail of Impact of Potential Amendment, St. Helens UKA</th>	Exhibit 19 Detail of Impact of Potential Amendment, St. Helens UKA																
2020 \$ - 911,330 \$ 911,330 \$ - \$ 12.6065 \$ -		Exception							Net TIF								
2021 \$ - \$ 938,670 \$ - \$ 12.6065 \$ - -	FYE		Value		Total AV	Fr	ozen Base		ncrement Tax Rate Gross TIF		ross TIF	Net TIF		(2020\$)			
2022 \$ - \$ 966,830 \$ 911,330 \$ - \$ 12,6065 \$ 1,065 \$ 1,012 \$ 926 2024 \$ 4,232,859 \$ 5,258,569 \$ 911,330 \$ 4,347,239 \$ 12,6065 \$ 5,4803 \$ 52,078 \$ 46,271 2025 \$ 4,359,844 \$ 9,776,170 \$ 911,330 \$ 8,864,840 \$ 111,755 \$ 106,948 \$ 93,178 2026 \$ - \$ 10,069,455 \$ 911,330 \$ 9,158,125 \$ 12,6065 \$ 111,755 \$ 106,948 \$ 93,178 2026 \$ - \$ 10,0371,535 \$ 911,330 \$ 9,460,209 \$ 12,6065 \$ 111,266 \$ 93,478 2028 \$ - \$ 11,003,166 \$ 911,330 \$	2020	\$	-		911,330	\$	911,330	\$	-	\$	12.6065	\$	-	\$	-	\$	-
2023 \$ - \$ 995,835 \$ 911,330 \$ 84,505 \$ 12,6065 \$ 1,065 \$ 1,012 \$ 926 2024 \$ 4,232,859 \$ 5,258,569 \$ 911,330 \$ 4,347,239 \$ 12,6065 \$ 54,803 \$ 20,708 \$ 46,271 2026 \$ 4,359,844 \$ 9,776,170 \$ 911,330 \$ 9,158,125 \$ 111,755 \$ 106,948 \$ 92,254 2026 \$ - \$ 10,069,485 \$ 911,330 \$ 9,460,209 \$ 12,6065 \$ 111,266 \$ 93,748 2028 \$ - \$ 1,0682,685 \$ 911,330 \$ 9,771,355 \$ 12,6065 \$ 112,496 \$ 93,741 2029 \$ - \$ 1,033,366 \$ 911,330 \$ 10,614,930 \$ <td>2021</td> <td>\$</td> <td>-</td> <td>\$</td> <td>938,670</td> <td>\$</td> <td>938,670</td> <td>\$</td> <td>-</td> <td>\$</td> <td>12.6065</td> <td>\$</td> <td>-</td> <td>\$</td> <td>-</td> <td>\$</td> <td>-</td>	2021	\$	-	\$	938,670	\$	938,670	\$	-	\$	12.6065	\$	-	\$	-	\$	-
2024 \$ 4,232,859 \$ 5,258,569 \$ 911,330 \$ 4,347,239 \$ 12.6065 \$ 54,803 \$ 52,078 \$ 46,271 2025 \$ 4,359,844 \$ 9,776,170 \$ 911,330 \$ 8,864,840 \$ 12.6065 \$ 111,755 \$ 106,948 \$ 92,254 2026 \$ - \$ 10,069,455 \$ 911,330 \$ 9,158,125 \$ 12.6065 \$ 115,452 \$ 111,284 \$ 93,198 2027 \$ - \$ 10,371,539 \$ 911,330 \$ 9,460,209 \$ 12.6065 \$ 119,260 \$ 114,966 \$ 93,478 2028 \$ - \$ 10,682,685 \$ 911,330 \$ 9,771,355 \$ 12.6065 \$ 123,183 \$ 118,748 \$ 93,741 2029 \$ - \$ 11,003,166 \$ 911,330 \$ 10,091,836 \$ 12,6065 \$ 127,223 \$ 122,643 \$ 93,995 2030 \$ - \$ 11,673,258 \$ 911,330 \$ 10,761,928 \$ 12.6065 \$ 135,670 \$ 130,787 \$ 94,483 2031 \$ - \$ 12,023,456 \$ 911,330 \$ 11,472,830 \$ 12,6065 \$ 140,085 \$ 135,504 \$ 94,483 2033 \$ - \$ 12,384,160 \$ 911,330 \$ 11,472,830	2022	\$	-	\$	966,830	\$	911,330	\$	-	\$	12.6065	\$	-	\$	-	\$	-
2025 \$ 4,359,844 \$ 9,776,170 \$ 911,330 \$ 8,864,840 \$ 12,6065 \$ 111,755 \$ 106,948 \$ 92,254 2026 \$ - \$ 10,069,455 \$ 911,330 \$ 9,158,125 \$ 12,6065 \$ 115,452 \$ 111,284 \$ 93,198 2027 \$ - \$ 10,371,539 \$ 911,330 \$ 9,460,209 \$ 12,6065 \$ 119,260 \$ 114,966 \$ 93,478 2028 \$ - \$ 10,682,685 \$ 911,330 \$ 9,771,355 \$ 12,6065 \$ 123,183 \$ 118,748 \$ 93,741 2029 \$ - \$ 11,003,166 \$ 911,330 \$ 10,091,836 \$ 12,6065 \$ 131,384 \$ 126,655 \$ 94,243 2031 \$ - \$ 11,673,258 \$ 911,330 \$ 10,761,928 \$ 12,6065 \$ 135,670 \$ 130,787 \$ 94,483 2032 \$ - \$ 12,023,456 \$ 911,330 \$ 11,1472,800 \$ 12,6065 \$ 140,085 \$ 135,643 \$ 94,716 2033 \$ - \$ 12,384,160 \$ 911,330 \$ 11,472,830 \$ 12,6065 \$ 144,632 \$ 139,446 \$ 94,942	2023	\$	-	\$	995,835	\$	911,330	\$	84,505	\$	12.6065	\$	1,065	\$	1,012	\$	926
2026 \$ - \$ 10,069,455 \$ 911,330 \$ 9,158,125 \$ 12,6065 \$ 115,452 \$ 111,284 \$ 93,198 2027 \$ - \$ 10,371,539 \$ 911,330 \$ 9,460,209 \$ 12,6065 \$ 119,260 \$ 114,966 \$ 93,478 2028 \$ - \$ 10,682,685 \$ 911,330 \$ 9,771,355 \$ 12,6065 \$ 123,183 \$ 118,748 \$ 93,741 2029 \$ - \$ 11,003,166 \$ 911,330 \$ 10,091,836 \$ 12,6065 \$ 127,223 \$ 122,643 \$ 93,995 2030 \$ - \$ 11,673,258 \$ 911,330 \$ 10,61,928 \$ 12,6065 \$ 131,384 \$ 126,655 \$ 94,243 2031 \$ - \$ 12,023,456 \$ 911,330 \$ 11,112,126 \$ 12,6065 \$ 135,670 \$ 130,787 \$ 94,483 2032 \$ - \$ 12,384,160 \$ 911,330 \$ 11,472,830 \$ 140,085 \$ 135,043 \$ 94,716 2034 \$ - \$ 12,384,160 \$ 911,330 \$ 11,472,830	2024	\$	4,232,859	\$	5,258,569	\$	911,330	\$	4,347,239	\$	12.6065	\$	54,803	\$	52,078	\$	46,271
2027 \$ - \$ 10,371,539 \$ 911,330 \$ 9,460,209 \$ 12,6065 \$ 119,260 \$ 114,966 \$ 93,478 2028 \$ - \$ 10,682,685 \$ 911,330 \$ 9,771,355 \$ 12,6065 \$ 123,183 \$ 118,748 \$ 93,741 2029 \$ - \$ 11,003,166 \$ 911,330 \$ 10,091,836 \$ 12,6065 \$ 127,223 \$ 122,643 \$ 93,995 2030 \$ - \$ 11,673,258 \$ 911,330 \$ 10,761,928 \$ 12,6065 \$ 131,384 \$ 126,655 \$ 94,243 2031 \$ - \$ 12,023,456 \$ 911,330 \$ 10,761,928 \$ 12,6065 \$ 130,085 \$ 135,670 \$ 130,787 \$ 94,483 2032 \$ - \$ 12,023,456 \$ 911,330 \$ 11,472,830 \$ 12,6065 \$ 140,085 \$ 135,643 \$ 94,716 2033 \$ - \$ 12,384,160 \$ 911,330 \$ 11,472,830 \$ 12,6065 \$ 144,632 \$ 139,426 \$ 94,942 2034 \$ - \$ 13,138,355 <	2025	\$	4,359,844	\$	9,776,170	\$	911,330	\$	8,864,840	\$	12.6065	\$	111,755	\$	106,948	\$	92,254
2028 \$ - \$ 10,682,685 \$ 911,330 \$ 9,771,355 \$ 12,6065 \$ 123,183 \$ 118,748 \$ 93,741 2029 \$ - \$ 11,003,166 \$ 911,330 \$ 10,091,836 \$ 12,6065 \$ 127,223 \$ 122,643 \$ 93,995 2030 \$ - \$ 11,333,260 \$ 911,330 \$ 10,761,928 \$ 12,6065 \$ 131,384 \$ 126,655 \$ 94,243 2031 \$ - \$ 11,673,258 \$ 911,330 \$ 10,761,928 \$ 12,6065 \$ 135,670 \$ 130,787 \$ 94,483 2032 \$ - \$ 12,023,456 \$ 911,330 \$ 11,472,830 \$ 12,6065 \$ 140,085 \$ 135,043 \$ 94,716 2033 \$ - \$ 12,384,160 \$ 911,330 \$ 11,472,830 \$ 12,6065 \$ 144,632 \$ 139,426 \$ 94,942 2034 \$ - \$ 12,755,685 \$ 911,330 \$ 11,844,355 \$ 12,6065 \$ 149,316 \$ 143,941 \$ 95,162 2035 \$ - \$ 13,532,506 \$ 911,330 \$ 12,6065 \$ 12,6065 \$ 154,140 \$ 148,592 \$ 95,784	2026	\$	-	\$	10,069,455	\$	911,330	\$	9,158,125	\$	12.6065	\$	115,452	\$	111,284	\$	93,198
2029 \$ - \$ 11,003,166 \$ 911,330 \$ 10,091,836 \$ 12,6065 \$ 127,223 \$ 122,643 \$ 93,995 2030 \$ - \$ 11,333,260 \$ 911,330 \$ 10,421,930 \$ 12,6065 \$ 131,384 \$ 126,655 \$ 94,243 2031 \$ - \$ 11,673,258 \$ 911,330 \$ 10,761,928 \$ 12,6065 \$ 135,670 \$ 130,787 \$ 94,483 2032 \$ - \$ 12,023,456 \$ 911,330 \$ 11,472,830 \$ 12,6065 \$ 140,085 \$ 135,043 \$ 94,716 2033 \$ - \$ 12,755,685 \$ 911,330 \$ 11,472,830 \$ 12,6065 \$ 144,632 \$ 139,426 \$ 94,942 2034 \$ - \$ 12,755,685 \$ 911,330 \$ 11,844,355 \$ 12,6065 \$ 149,316 \$ 143,941 \$ 95,162 2035 \$ - \$ 13,138,355 \$ 911,330 \$ 12,227,025 \$ 12,6065 \$ 154,140 \$ 148,592 \$ 95,376 2036 \$ - \$ 13,938,481 \$ 911,330 \$ 13,027,151 \$ 12,6065 \$ 164,227 \$ 158,316 \$ 95,784 2037 \$ - \$ 14,356,635 \$ 911,330 \$ 13,445,305	2027	\$	-	\$	10,371,539	\$	911,330	\$	9,460,209	\$	12.6065	\$	119,260	\$	114,966	\$	93,478
2030 \$ - \$ 11,333,260 \$ 911,330 \$ 10,421,930 \$ 12,6065 \$ 131,384 \$ 126,655 \$ 94,243 2031 \$ - \$ 11,673,258 \$ 911,330 \$ 10,761,928 \$ 12,6065 \$ 135,670 \$ 130,787 \$ 94,483 2032 \$ - \$ 12,023,456 \$ 911,330 \$ 11,112,126 \$ 12,6065 \$ 140,085 \$ 135,043 \$ 94,716 2033 \$ - \$ 12,384,160 \$ 911,330 \$ 11,472,830 \$ 12,6065 \$ 144,632 \$ 139,426 \$ 94,942 2034 \$ - \$ 12,755,685 \$ 911,330 \$ 11,844,355 \$ 12,6065 \$ 149,316 \$ 143,941 \$ 95,162 2035 \$ - \$ 13,138,355 \$ 911,330 \$ 12,227,025 \$ 12,6065 \$ 154,140 \$ 148,592 \$ 95,766 2036 \$ - \$ 13,938,481 \$ 911,330 \$ 13,027,151 \$ 12,6065 \$ 159,109 \$ 153,382 \$ 95,784 2037 \$ - \$ 13,938,481 \$ 911,330	2028	\$	-	\$	10,682,685	\$	911,330	\$	9,771,355	\$	12.6065	\$	123,183	\$	118,748	\$	93,741
2031 \$ - \$ 11,673,258 \$ 911,330 \$ 10,761,928 \$ 12,6065 \$ 135,670 \$ 130,787 \$ 94,483 2032 \$ - \$ 12,023,456 \$ 911,330 \$ 11,112,126 \$ 12.6065 \$ 140,085 \$ 135,043 \$ 94,716 2033 \$ - \$ 12,384,160 \$ 911,330 \$ 11,472,830 \$ 12.6065 \$ 144,632 \$ 139,426 \$ 94,942 2034 \$ - \$ 12,755,685 \$ 911,330 \$ 12,6065 \$ 149,316 \$ 143,941 \$ 95,162 2035 \$ - \$ 13,138,355 \$ 911,330 \$ 12,6065 \$ 154,140 \$ 148,592 \$ 95,376 2036 \$ - \$ 13,938,481 \$ 911,330 \$ 12,6065 \$ 159,109 \$ 153,382 \$ 95,784	2029	\$	-	\$	11,003,166	\$	911,330	\$	10,091,836	\$	12.6065	\$	127,223	\$	122,643	\$	93,995
2032 \$ - \$ 12,023,456 \$ 911,330 \$ 11,112,126 \$ 12.6065 \$ 140,085 \$ 135,043 \$ 94,716 2033 \$ - \$ 12,384,160 \$ 911,330 \$ 11,472,830 \$ 12.6065 \$ 144,632 \$ 139,426 \$ 94,942 2034 \$ - \$ 12,755,685 \$ 911,330 \$ 11,844,355 \$ 12.6065 \$ 149,316 \$ 143,941 \$ 95,162 2035 \$ - \$ 13,138,355 \$ 911,330 \$ 12,227,025 \$ 12.6065 \$ 154,140 \$ 148,592 \$ 95,376 2036 \$ - \$ 13,532,506 \$ 911,330 \$ 12,621,176 \$ 12.6065 \$ 159,109 \$ 153,382 \$ 95,583 2037 \$ - \$ 13,938,481 \$ 911,330 \$ 13,027,151 \$ 12.6065 \$ 164,227 \$ 158,316 \$ 95,784 2038 \$ - \$ 14,356,635 \$ 911,330 \$ 13,445,305 \$ 12.6065 \$ 169,498 \$ 163,398 \$ 95,979 2039 \$ - \$ 14,787,334 \$ 911,330 \$ 13,876,004 \$ 12.6065 \$ 180,520 \$ 174,024 \$ 96,353	2030	\$	-	\$	11,333,260	\$	911,330	\$	10,421,930	\$	12.6065	\$	131,384	\$	126,655	\$	94,243
2033 \$ - \$ 12,384,160 \$ 911,330 \$ 11,472,830 \$ 12.6065 \$ 144,632 \$ 139,426 \$ 94,942 2034 \$ - \$ 12,755,685 \$ 911,330 \$ 11,844,355 \$ 12.6065 \$ 149,316 \$ 143,941 \$ 95,162 2035 \$ - \$ 13,138,355 \$ 911,330 \$ 12,227,025 \$ 12.6065 \$ 154,140 \$ 148,592 \$ 95,376 2036 \$ - \$ 13,532,506 \$ 911,330 \$ 12,621,176 \$ 12.6065 \$ 159,109 \$ 153,382 \$ 95,583 2037 \$ - \$ 13,938,481 \$ 911,330 \$ 13,027,151 \$ 12.6065 \$ 164,227 \$ 158,316 \$ 95,784 2038 \$ - \$ 14,356,635 \$ 911,330 \$ 13,445,305 \$ 12.6065 \$ 169,498 \$ 163,398 \$ 95,979 2039 \$ - \$ 14,787,334 \$ 911,330 \$ 13,876,004 \$ 12.6065 \$ 174,928 \$ 168,632 \$ 96,169 2040 \$ - \$ 15,687,883 \$ 911,330 \$ 14,776,553 \$ 12.6065 \$ 186,281 \$ 179,577 \$ 96,531	2031	\$	-	\$	11,673,258	\$	911,330	\$	10,761,928	\$	12.6065	\$	135,670	\$	130,787	\$	94,483
2034 \$ - \$ 12,755,685 \$ 911,330 \$ 11,844,355 \$ 12,6065 \$ 149,316 \$ 143,941 \$ 95,162 2035 \$ - \$ 13,138,355 \$ 911,330 \$ 12,227,025 \$ 12.6065 \$ 154,140 \$ 148,592 \$ 95,376 2036 \$ - \$ 13,532,506 \$ 911,330 \$ 12,621,176 \$ 12.6065 \$ 159,109 \$ 153,382 \$ 95,784 2037 \$ - \$ 13,938,481 \$ 911,330 \$ 13,027,151 \$ 12.6065 \$ 164,227 \$ 158,316 \$ 95,784 2038 \$ - \$ 14,356,635 \$ 911,330 \$ 12.6065 \$ 169,498 \$ 163,398 \$ 95,7784 2039 \$ - \$ 14,787,334 \$ 911,330 \$ 13,876,004 \$ 12.6065 \$ 174,928 \$	2032	\$	-	\$	12,023,456	\$	911,330	\$	11,112,126	\$	12.6065	\$	140,085	\$	135,043	\$	94,716
2035 \$ - \$ 13,138,355 \$ 911,330 \$ 12,227,025 \$ 12.6065 \$ 154,140 \$ 148,592 \$ 95,376 2036 \$ - \$ 13,532,506 \$ 911,330 \$ 12,621,176 \$ 12.6065 \$ 159,109 \$ 153,382 \$ 95,583 2037 \$ - \$ 13,938,481 \$ 911,330 \$ 13,027,151 \$ 12.6065 \$ 164,227 \$ 158,316 \$ 95,784 2038 \$ - \$ 14,356,635 \$ 911,330 \$ 13,445,305 \$ 12.6065 \$ 169,498 \$ 163,398 \$ 95,979 2039 \$ - \$ 14,787,334 \$ 911,330 \$ 13,876,004 \$ 12.6065 \$ 174,928 \$ 168,632 \$ 96,169 2040 \$ - \$ 15,230,954 \$ 911,330 \$ 14,319,624 \$ 12.6065 \$ 180,520 \$ 174,024 \$ 96,353 2041 \$ - \$ 15,687,883 \$ 911,330 \$ 14,776,553 \$ 12.6065 \$ 186,281 \$ 179,577 \$ 96,531 2042 \$ - \$ 16,158,520 \$ 911,330 \$ 15,247,190 \$ 12.6065 \$ 192,214 \$ 185,297 \$ 96,705 2043 \$ - \$ 16,643,275 \$ 911,330 \$ 15,731,945	2033	\$	-	\$	12,384,160	\$	911,330	\$	11,472,830	\$	12.6065	\$	144,632	\$	139,426	\$	94,942
2036 \$ - \$ 13,532,506 \$ 911,330 \$ 12,621,176 \$ 12,6065 \$ 159,109 \$ 153,382 \$ 95,583 2037 \$ - \$ 13,938,481 \$ 911,330 \$ 13,027,151 \$ 12.6065 \$ 164,227 \$ 158,316 \$ 95,784 2038 \$ - \$ 14,356,635 \$ 911,330 \$ 13,445,305 \$ 12.6065 \$ 169,498 \$ 163,398 \$ 95,979 2039 \$ - \$ 14,787,334 \$ 911,330 \$ 13,876,004 \$ 12.6065 \$ 174,928 \$ 168,632 \$ 96,169 2040 \$ - \$ 15,230,954 \$ 911,330 \$ 14,319,624 \$ 12.6065 \$ 180,520 \$ 174,024 \$ 96,353 2041 \$ - \$ 15,687,883 \$ 911,330 \$ 14,776,553 \$ 12.6065 \$ 186,281 \$ 179,577 \$ 96,531 2042 \$ - \$ 16,158,520 \$ 911,330 \$ 15,247,190 \$ 12.6065 \$ 192,214 \$ 185,297 \$ 96,705 2043 \$ - \$ 16,643,275 \$ 911,330 \$ 15,731,945 \$ 12.6065 \$ 198,325 \$ 191,188 \$ 96,873	2034	\$	-	\$	12,755,685	\$	911,330	\$	11,844,355	\$	12.6065	\$	149,316	\$	143,941	\$	95,162
2037 \$ - \$ 13,938,481 \$ 911,330 \$ 13,027,151 \$ 12.6065 \$ 164,227 \$ 158,316 \$ 95,784 2038 - \$ 14,356,635 \$ 911,330 \$ 13,445,305 \$ 12.6065 \$ 169,498 \$ 163,398 \$ 95,979 2039 - \$ 14,787,334 \$ 911,330 \$ 13,876,004 \$ 12.6065 \$ 174,928 \$ 168,632 \$ 96,169 2040 - \$ 15,230,954 \$ 911,330 \$ 14,319,624 \$ 12.6065 \$ 180,520 \$ 174,024 \$ 96,353 2041 - \$ 15,687,883 \$ 911,330 \$ 14,776,553 \$ 12.6065 \$ 186,281 \$ 179,577 \$ 96,531 2042 - \$ 16,158,520 \$ 911,330 \$ 15,247,190 \$ 12.6065 \$ 192,214 \$ 185,297 \$ 96,705 2043 - \$ 16,643,275 \$ 911,330 \$ 15,731,945 \$ 12.6065 \$ 198,325 \$ 191,188 \$ 96,873	2035	\$	-	\$	13,138,355	\$	911,330	\$	12,227,025	\$	12.6065	\$	154,140	\$	148,592	\$	95,376
2038 \$ - \$ 14,356,635 \$ 911,330 \$ 13,445,305 \$ 12,6065 \$ 169,498 \$ 163,398 \$ 95,979 2039 \$ - \$ 14,787,334 \$ 911,330 \$ 13,876,004 \$ 12,6065 \$ 174,928 \$ 168,632 \$ 96,169 2040 \$ - \$ 15,230,954 \$ 911,330 \$ 14,319,624 \$ 12,6065 \$ 180,520 \$ 174,024 \$ 96,353 2041 \$ - \$ 15,687,883 \$ 911,330 \$ 14,776,553 \$ 12,6065 \$ 186,281 \$ 179,577 \$ 96,531 2042 \$ - \$ 16,158,520 \$ 911,330 \$ 15,247,190 \$ 12,6065 \$ 192,214 \$ 185,297 \$ 96,705 2043 \$ - \$ 16,643,275 \$ 911,330 \$ 15,731,945 \$ 12,6065 \$ 198,325 \$ 191,188 \$ 96,873	2036	\$	-	\$	13,532,506	\$	911,330	\$	12,621,176	\$	12.6065	\$	159,109	\$	153,382	\$	95,583
2039 \$ - \$ 14,787,334 \$ 911,330 \$ 13,876,004 \$ 12.6065 \$ 174,928 \$ 168,632 \$ 96,169 2040 \$ - \$ 15,230,954 \$ 911,330 \$ 14,319,624 \$ 12.6065 \$ 180,520 \$ 174,024 \$ 96,353 2041 \$ - \$ 15,687,883 \$ 911,330 \$ 14,776,553 \$ 12.6065 \$ 186,281 \$ 179,577 \$ 96,531 2042 \$ - \$ 16,158,520 \$ 911,330 \$ 15,247,190 \$ 12.6065 \$ 192,214 \$ 185,297 \$ 96,705 2043 \$ - \$ 16,643,275 \$ 911,330 \$ 15,731,945 \$ 12.6065 \$ 198,325 \$ 191,188 \$ 96,873	2037	\$	-	\$	13,938,481	\$	911,330	\$	13,027,151	\$	12.6065	\$	164,227	\$	158,316	\$	95,784
2040 \$ - \$ 15,230,954 \$ 911,330 \$ 14,319,624 \$ 12.6065 \$ 180,520 \$ 174,024 \$ 96,353 2041 \$ - \$ 15,687,883 \$ 911,330 \$ 14,776,553 \$ 12.6065 \$ 186,281 \$ 179,577 \$ 96,531 2042 \$ - \$ 16,158,520 \$ 911,330 \$ 15,247,190 \$ 12.6065 \$ 192,214 \$ 185,297 \$ 96,705 2043 \$ - \$ 16,643,275 \$ 911,330 \$ 15,731,945 \$ 12.6065 \$ 198,325 \$ 191,188 \$ 96,873	2038	\$	-	\$	14,356,635	\$	911,330	\$	13,445,305	\$	12.6065	\$	169,498	\$	163,398	\$	95,979
2041 \$ - \$ 15,687,883 \$ 911,330 \$ 14,776,553 \$ 12.6065 \$ 186,281 \$ 179,577 \$ 96,531 2042 \$ - \$ 16,158,520 \$ 911,330 \$ 15,247,190 \$ 12.6065 \$ 192,214 \$ 185,297 \$ 96,705 2043 \$ - \$ 16,643,275 \$ 911,330 \$ 15,731,945 \$ 12.6065 \$ 198,325 \$ 191,188 \$ 96,873	2039	\$	-	\$	14,787,334	\$	911,330	\$	13,876,004	\$	12.6065	\$	174,928	\$	168,632	\$	96,169
2042 \$ - \$ 16,158,520 \$ 911,330 \$ 15,247,190 \$ 12.6065 \$ 192,214 \$ 185,297 \$ 96,705 2043 \$ - \$ 16,643,275 \$ 911,330 \$ 15,731,945 \$ 12.6065 \$ 198,325 \$ 191,188 \$ 96,873	2040	\$	-	\$	15,230,954	\$	911,330	\$	14,319,624	\$	12.6065	\$	180,520	\$	174,024	\$	96,353
2043 \$ - \$ 16,643,275 \$ 911,330 \$ 15,731,945 \$ 12.6065 \$ 198,325 \$ 191,188 \$ 96,873	2041	\$	-	\$	15,687,883	\$	911,330	\$	14,776,553	\$	12.6065	\$	186,281	\$	179,577	\$	96,531
	2042	\$	-	\$	16,158,520	\$	911,330	\$	15,247,190	\$	12.6065	\$	192,214	\$	185,297	\$	96,705
Total \$2,933,069 \$2,825,937 \$1,852,764	2043	\$	-	\$	16,643,275	\$	911,330	\$	15,731,945	\$	12.6065	\$	198,325	\$	191,188	\$	96,873
	Total										· ·	\$2	2,933,069	\$2	,825,937	\$1,	852,764

Sources and Notes:

Exception Value: City of St. Helens

Tax Rate: Columbia County Assessor, FYE 2020

Assumes that the amendment would be adopted between January 1, 2021 and October 1, 2021

Conclusions

Historical growth in assessed value in the St. Helens URA has failed to keep pace with the
original projections in the St. Helens Urban Renewal Plan. The gap between actual and
projected assessed value grew to \$32.6 million in FYE 2020, due largely to the closure of the

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Armstrong World Industries manufacturing facility. With assessed value lower than the certified frozen base, the URA received essentially no TIF revenue in FYE 2020. This has resulted in no financial capacity to invest in urban renewal projects, and jeopardizes the ability of the URA to incur the full amount of authorized maximum indebtedness before the target termination date in FYE 2043.

- Future growth in assessed value is uncertain and dependent upon future construction activity. The URA has substantial potential for future development, but the exact timing and value of new construction is uncertain. This analysis evaluated a range of possible scenarios, including anywhere from \$25 million to \$111 million in short-term construction activity.
- Expiring tax exemptions will provide immediate financial capacity. Cascade Tissue Group owns property in the URA that currently receives Enterprise Zone tax exemption benefits for three separate schedules of investments. These exemptions are scheduled to expire in FYE 2021, 2022, and 2024 respectively. The expiration of these abatements should add \$38 million in assessed value to the tax rolls in coming years, including \$26 million in FYE 2021.
- Updated growth forecasts fall short of original projections. Despite the possibility of substantial new construction activity and the expiration of current property tax exemptions, none of the updated growth forecasts show the URA having sufficient financial capacity to incur the full amount of maximum indebtedness before the target termination date in FYE 2043. These updated forecasts include:
 - Low-Growth: \$38.1 million of indebtedness incurred by FYE 2043
 - Medium-Growth: \$46.4 million of indebtedness incurred by FYE 2043
 - High-Growth: \$60.8 million of indebtedness incurred by FYE 2043
- Collecting TIF for a longer time period could allow the URA to achieve the full authorized amount of maximum indebtedness. The St. Helens Urban Renewal Plan does not have a binding expiration date. Instead, maximum indebtedness is the limiting factor for the Plan. Thus, if TIF revenues are less than originally forecast, the URA has the ability to collect TIF revenue as long as necessary to achieve the full amount of maximum indebtedness.
- Amending the URA boundary to include additional development opportunities could increase the financial capacity of the URA. City staff have identified a 10-acre tax lot that could be added to the URA. The property is anticipated to be subdivided and developed into 78 dwelling in 2022 and 2023, resulting in about \$7.5 million in new assessed value that will be added to the tax roll. This could generate an additional \$2.8 million in TIF revenue for the URA. In the high-growth scenario, this would be sufficient for the URA to incur the full amount of maximum indebtedness.



PLANNING COMMISSION

APPROVED MINUTES Tuesday, September 08, 2020 at 7:00 PM

Members Present: Chair Hubbard

Vice Chair Cary Commissioner Cohen

Commissioner Conen Commissioner Semling Commissioner Lawrence Commissioner Webster Commissioner Pugsley

Members Absent: None

Staff Present: City Planner Graichen

Associate Planner Dimsho City Councilor Carlson

Community Development Admin Assistant Sullivan

Others: None

1. 7:00 P.M. CALL TO ORDER & FLAG SALUTE

2. CONSENT AGENDA

A. Planning Commission Minutes dated August 11, 2020

Motion: Upon Commissioner Semling's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Draft Minutes Dated August 11, 2020. [AYES: Vice Chair Cary, Commissioner Pugsley, Commissioner Cohen, Commissioner Lawrence, Commissioner Webster, Commissioner Semling; Nays: None]

3. TOPICS FROM THE FLOOR (Not on Public Hearing Agenda): Limited to five minutes per topic There were no topics from the floor.

4. NEW COUNCIL ADOPTED ZOOM MEETING POLICIES & GUIDELINES. COMMISSION OPERATIONS, EXCUSED ABSENCES, ETC.

B. Zoom Meeting Policies & Guidelines

City Planner Graichen said there is an attendance provision in the Planning Commission code that a Commissioner cannot have more than three unexcused absences because it results in non-conformance of duty which is grounds for removal. He mentioned some may have been uncomfortable with the ZOOM format and was not sure if this would be considered an unexcused absence. He did mention that there were several laptops in the City building that were available for use, and two of the Commissioners were already using them. He mentioned that there may be more if a Commissioner felt the need to use one, instead of their personal device.



Chair Hubbard mentioned he had emailed the Commission asking about their comfort level of being ZOOM only and said a few mentioned they would prefer to meet in person. He understood this is not an option now.

Associate Planner Dimsho asked if there were enough laptops available to accommodate the public if there was a hearing and someone needed to testify that did not have access to ZOOM. Graichen said he believed they would have to.

There was a small discussion about the number of laptops available for use.

5. PLANNING COMMISSION TERM EXPIRATIONS

Graichen mentioned that every year there is at least one person who has an expiration, but that this year there were two expirations. He mentioned that Vice Chair Cary and Commissioner Cohen had terms expiring at the end of the year. He asked them both if they wanted to continue on the Commission. They both agreed they wanted to continue. Graichen said the Code says after two terms, we automatically advertise the position. He also asked the Commission if there was any objection to the two continuing in their position. No commissioners objected. Graichen also asked who would volunteer to be on the interview committee. Chair Hubbard and Commissioner Semling volunteered to be on the interview committee.

6. URBAN RENEWAL PLAN AMENDMENT

Associate Planner Dimsho said the original Urban Renewal Plan was adopted in 2017. Since then, they have found that the revenue projections are not meeting expectations, mostly due to Armstrong World Industries leaving. They were expecting to have \$250,000 in revenue this year, but ended up with only \$150.. She said that Urban Renewal is a funding tool that cities use to fund projects that are important economic drivers to the region. She presented a list of the projects on the original plan, which are not changing with the proposed Urban Renewal Amendment. She mentioned that Urban Renewal funds would help with the City leverage grants..

Dimsho said that whenever cities amend Urban Renewal areas over one percent, cities must go through a re-adoption process. She said they are going through those steps to amend the boundary and improve revenue projections. She said they are looking to add properties that will contribute revenues and remove properties that are not likely to contribute.. She went through the different properties with the Commission and why they were being suggested to be removed or added. She mentioned that there would be a net loss of seven acres, but the properties added would benefit the revenue projections.

Chair Hubbard asked if the Armstrong property was being removed because of the closure.. Dimsho said they are not proposing to remove that property because there may be a new industrial user on the property. Vice Chair Cary said he was aware that consultants had been hired to do environmental assessments and clean up on the site. He said once the word gets out these have been done, he thinks a buyer will come in.

Commissioner Cohen asked if the City was communicating with other taxing districts. Dimsho said letters had gone out to all the different taxing districts and that she did call downs to ask if they had any questions about the Urban Renewal Amendment. She said there was no push back so far from other districts. The taxing districts seem to be interested in seeing the riverfront redevelop.. Commissioner Cohen asked if the people had to go for a vote. Dimsho said that the only way this Urban Renewal Amendment would go to the voters if enough residents signed a referral petition.

There was a small discussion about the non-profit/low income apartments on Gable Road and their taxexempt status. **Motion:** Upon Commissioner Pugsley's motion and Commissioner Webster's second, the Planning Commission unanimously recommended that the St. Helens Planning Commission finds, based upon the information provided in the staff report that no projects are being changed and no prior conformance to Comprehensive Plan findings are being changed, that the St. Helens Urban Renewal Plan Amendment 2 conforms with the St. Helens Comprehensive Plan and further recommend that the St. Helens City Council adopt the proposed St. Helens Urban Renewal Plan Amendment 2. [AYES: Vice Chair Cary, Commissioner Pugsley, Commissioner Cohen, Commissioner Lawrence, Commissioner Webster, Commissioner Semling; Nays: None]

7. PLANNING DEPARTMENT ACTIVITY REPORT

Graichen mentioned they received their first parklet application. Dimsho said the applicant is still working on finalizing the design based on staff feedback on the original submittal. Graichen said it has a few phases. It starts with the concept and then they move forward with a construction design and build it.

Commissioner Lawrence asked if this would be something different than what they already have with the outdoor seating. Graichen said a separate permit allows use of the public sidewalk, which is what they have now. The parklet allows use of the right-of-way (parking spaces).

Commissioner Cohen wanted to confirm that this was a temporary parklet installation. Graichen mentioned that approval is for six-month intervals. Commissioner Cohen asked if they could re-apply after six months and Graichen said yes.

There was a discussion on events and Halloweentown.

Vice Chair Cary asked if a parklet would eliminate the tables on the sidewalk. Graichen said if they maintain adequate public passageway, they can have tables in both areas. Vice Chair Cary asked about adequate passageway. Graichen mentioned it was four to five feet. Graichen also mentioned the code says the platform must be at the same level as the sidewalk to accommodate those in mobility devices. Graichen said because the curb in front of the proposed area is different heights, the applicant proposed a ramp up onto the parklet.

Commissioner Pugsley asked if the adjacent property owners or neighboring businesses were notified of the intent. Graichen said there is a requirement to notify abutting property owners and/or business owners. He said the first trial may bring up neighbors or residents who are unhappy or will complain about it. Graichen said if there are people that are upset about the parking limitations, it will be less likely to be renewed.

8. FOR YOUR INFORMATION ITEMS

Commissioner Cohen asked about the Land Use Boad of Appeals (LUBA) appeal. Graichen said he put the record together, and he had been talking with the legal counsel about other items they may need. Commissioner Cohen asked who was representing the City. Graichen mentioned it was Attorney Jordan Ramis PC, who has experience with the City. Commissioner Cohen said he hopes that LUBA upholds the Planning Commission decision.

Commissioner Cohen asked about the Public Works Director position. Graichen said when the previous Public Works Director left, they placed an interim person into the position. He mentioned Council was looking to fill the position with a permanent person. The Council interviewed three candidates, and the person they selected did not accept the position. Councilor Carlson said the Council was not happy with the other candidates, so they decided they would re-advertise. She mentioned that they want hire the right candidate; they did not want to rush it.

Item #1.

Graichen mentioned the middle school was done. He mentioned they had passed all their final inspections with a few corrections.

Dimsho reminded the Commission of a previous meeting where she had mentioned the Emerald Meadows subdivision would likely need some more setback variances. She told the Commission that she and the developer were able to work out their site plans with no variances needed.

Councilor Carlson said the City will be putting in sidewalks along North Vernonia Road. She said it would go out to bid hopefully by the first of the year.

Commissioner Pugsley asked about Auxiliary Dwelling Units (ADUs) and whether the City charges System Development Charges (SDCs). Councilor Carlson said they must make the account whole, so the City does not waive any fees for SDCs without the Council agreeing to pay for them with a different fund. Graichen said the way to save on the SDCs is to not put in a second water meter, but rather share a meter. This is because storm and sewer SDCs are charged based on the number and size of water meters.

There was a small discussion about the number of permits coming in and a few of the different projects that were active currently.

Commissioner Pugsley asked how the boundaries of the Houlton Business District zoning were determined. Graichen said it was a concept created before he started to work for the City. He said the previous City Planner had said it was arbitrary. Commissioner Cohen said the historic boundary of the City of Houlton helped provide the basis for the new zoning district.

There was a small discussion on streetscape and what is required for single-family and multi-family dwellings.

9. NEXT REGULAR MEETING: October 13, 2020

There being no further business before the Planning Commission, the meeting was adjourned 8:36 p.m.

Respectfully submitted,

Christina Sullivan Community Development Administrative Assistant

City of St. Helens RESOLUTION NO. 1901

A RESOLUTION ADOPTING A CITY OF ST. HELENS TECHNOLOGY & TELEWORK POLICIES & PROCEDURES HANDBOOK

WHEREAS, the purpose of the Technology & Telework Policies & Procedures Handbook is to ensure that appropriate measures are implemented to protect the City's IT infrastructure; and

WHEREAS, the purpose of the Technology & Telework Policies & Procedures Handbook is to ensure that appropriate policies are in place related to technology and teleworking capabilities for employees; and

WHEREAS, the City Council finds it in the best interest of the employees, citizens, and customers of the City of St. Helens, to adopt a Technology & Telework Policies & Procedures Handbook.

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

Section 1. The Technology & Telework Policies & Procedures Handbook, attached as Exhibit A and incorporated herein by reference, is hereby adopted.

vote:	Approved and adopted by t	the City Council	on October 21, 20	020, by the following
	Ayes:			
	Nays:			
ATTES	T:		Rick Scholl, Mayor	
Kathy	Payne, City Recorder			



Technology & Telework Policies & Procedures Handbook

Adopted by Resolution No. 1901 October 21, 2020

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1.0 PURPOSE

The City of St. Helens recognizes the need for computers and other technology devices and the vital role they play in assisting City employees, officials, vendors/contractor, and volunteers in delivering exceptional public services. The City provides computers and other technology devices as tools and it is expected that these tools will be used in an appropriate manner at all times. The primary purpose of computers, and other technology devices is to assist in the conduct of business with the City. All information and communication on such systems is the property of the City, and there is no expectation of privacy. This policy outlines the responsibilities of those who work for and on behalf of the City – including elected officials – in contributing to the maintenance and protection of its equipment.

2.0 DEFINITIONS

<u>Virus</u> Malicious computer code that reproduces itself on the same computer.

Worm A malicious program designed to take advantage of vulnerability in an

application or an operating system in order to enter a computer. A worm can use

a network to send copies of itself to other devices also connected to the

network.

Confidential or sensitive information

Information used by City officials or employees in representing the City in pending legal matters or negotiations of any type which would put the City at a disadvantage in the negotiation process should the information be disseminated. Additionally, this includes personnel information, health information, and financial information regarding any employee of the City.

3.0 OPERATIONAL STANDARDS

The use of computers and other technology devices is intended for official City business. Any usage on City devices and software is, by law, public information and may be monitored by the City. All users are reminded that electronic communications and internet access is subject to all applicable federal, state and local laws, regulations, ordinances, or policies. Employees are responsible for observing copyright and licensing agreements that may apply when downloading files, documents, and software.

4.0 SECURITY PRACTICES

End users have a responsibility for security. This includes maintaining the integrity of security profiles by not releasing passwords to other persons, visually displaying passwords, and not leaving their workstation unattended with "logged in" security access available to other persons. Users may need to periodically change their password to ensure security integrity. The City reserves the right to bypass individual passwords at any time and to monitor the use of the system by users. Users must not interfere with other's work or with the performance of the computer, both hardware and software. These actions include but are not limited to attempting to elicit, access and/or use passwords, creation of additional unauthorized user passwords, entering closed areas of the network, or inappropriately accessing or altering City records.

The City of St. Helens reserves the right to limit or deny access to certain electronic communications services as a security precaution.

All employees, officials, vendors/contractors, and volunteers who are granted access to the City computer/communication systems will be required to sign a Device Use Agreement indicating that the employee, official, vendor/contractor, or volunteer has received a copy of this policy and that they agree to be bound by said policy.

Viruses and other malicious code can spread quickly if appropriate precautions are not taken:

- 1. Be suspicious of messages sent by people not known by you.
- 2. Do not open attachments that seem suspicious or out of the ordinary.
- 3. Disable features in emails that automatically preview messages before opening them
- 4. Do not forward chain letters; simply delete them.

5.0 REMOTE ACCESS

Remote access to City systems is maintained for selected users. City remote access systems are restricted only to those users who show a demonstrated necessity to access data or applications while away from City offices and only for City business. Users of remote access for anything other than official business will result in immediate removal as a remote user, and if appropriate, disciplinary action.

Authorizing an employee to use remote access services and technologies is not an approval for overtime or work from home. All overtime and work from home must be approved in accordance with the applicable labor agreement and the policies of the City.

6.0 RULES FOR TECHNOLOGY EQUIPMENT USE

The following rules are designed for proper use of City owned devices, electronic communications, and internet access systems. As noted, in the introductory paragraph to this policy, this policy is only applicable to City-owned equipment.

- 1. The electronic communications system hardware is City property. Additionally, all messages composed, sent, or received on the electronic mail system are and remain the property of the City. They are not private property of any employee or user. The confidentiality of any message should not be assumed.
- 2. City devices, electronic communications, and internet access systems shall not be used for transmitting or receiving messages that violate the City's policies prohibiting harassment or workplace violence. Attempting and/or sending any message anonymously where identification is required is a violation of this policy. Receipt of any messages violating these policies, shall be reported immediately by the recipient to their supervisor.
- 3. Violating any federal, state, or local law (including copyright laws) is prohibited.
- 4. Vandalizing any hardware, software, computer, electronic communications, or internet access is prohibited.
- 5. Users should not tell anyone their password. Passwords should not be recorded where they may be found. Users should not use anyone else's password. Attempting to access and/or use another person's password is strictly prohibited. The creation of additional unauthorized passwords or user IDs is prohibited. The exception to this rule would be when a known Information Technology staff member is troubleshooting a problem with a user on their device.
- 6. The system is reserved solely for the conduct of the business of the City. It may not be used to solicit or proselytize for commercial activity, religious, or political causes and outside organizational interest. City systems may not be used for conducting private business activities except at public access network points. The system shall not be used for private fundraising activities.
- 7. Broadcast of network wide non-business-related emails are prohibited.
- 8. Privately-owned computer systems and technology may only be added to the City system with prior authorization from the City Administrator/Manager or appropriate IT person.

7.0 SOFTWARE INSTALLATION AND USE

The City Administrator/Manager or appropriate IT person may grant specific exceptions to this section based upon organizational needs and resources. The installation of any software on any City computer and/or file servers shall be installed by the technology support staff. This is necessary to ensure appropriate configuration of the software; protection from computer viruses; and possession of appropriate software licenses. The technology support staff will install only licensed copies of application software within the network environment. Users shall not install software that is not authorized by IT. Reproduction of copyrighted software will not be done without appropriate source license documentation and permission.

8.0 PERSONAL USE

Personal use of City equipment and/or communications technology is permitted by users who are authorized by their supervisor for use in any of the following situations:

- Performs City-related work from home.
- Performs City-related work while engaged in travel away from City facilities.

The use of City equipment in these circumstances must not be subjected to unusual wear or performance degrading conditions not normally part of the user's work involving equipment.

9.0 MONITORING AND NO EXPECTATION OF PRIVACY

All messages sent over City devices, electronic communications, and internet access systems are the property of the City. The City reserves the right to: review, audit, intercept, access, and disclose all messages created, received or sent over the electronic mail system for any purpose. The contents of electronic mail properly obtained for legitimate business purposes, may be disclosed within the City without permission of the user.

10.0 TECHNOLOGY ACQUISITION

All procurement requests shall be forwarded to the technology support staff for review and approval. This is required to ensure appropriate standardization of products and technology to facilitate support, operational performance, and training. With hardware and software components, these are issues of network integration, which have to be reviewed. In addition, acquisitions of technology resources should conform to existing purchasing policies and procedures including ORS chapters 279, 279A, 279B, 279C, and any related administrative or local rules.

11.0 LOST, STOLEN, OR DAMAGED EQUIPMENT

Users shall promptly report any loss, damage to, or unserviceable condition of any city-issued devices and equipment to their supervisor. When a City device is reported to be damaged or lost, an investigation will be conducted by the City regarding the loss or damage. The use of damaged or unserviceable City equipment shall be discontinued as soon as practicable and replaced with comparable, serviceable City technology equipment as soon as available.

12.0 VIOLATION OF POLICY

Any violation of any provisions of this policy can lead to loss of computer services, and/or progressive disciplinary action concurrent with CBA's or personnel policies. Such action will depend upon the severity of the violations; the frequency of the violations; and the effect such violation has on the network of the City.

13.0 EMAIL USE

- 1. Each staff member and official will be assigned a unique email address that is to be used while conducting City business via email. The unique email address assigned to an employee is the property of the City. An individual may only use their assigned email address while employed by the City, for City business.
- 2. The City retains the right to intercept, monitor, review, and disclose any and all messages composed, sent, or received.
- 3. All email systems are City property. All messages stored on City systems or composed, sent, or received by any staff or official are the property of the City. Furthermore, all messages composed, sent, or received by any person using Cityprovided equipment are property of the City. Emails are not the property of any employee or official.
- 4. Email systems are intended to be used for business purposes only. Personal use of City email systems is strictly prohibited.
- 5. The use of privately-owned email accounts for sending and receiving work related email messages is highly discouraged. However, if these resources are used for work-related purposes, the user must transfer all work-related messages to a City-owned system or network and must realize that these private accounts may be subject to public disclosure and retention requirements.

- 6. All communications via email in connection with the transaction of public business constitute public records except under certain circumstances. Electronic communications, like other public records, must be available upon request to any individual, agency, or organization, unless the information is legally exempt from disclosure.
- 7. Except as specifically designated below, City staff and officials are prohibited from using City email accounts to send or receive:
 - a. Information about actual or potential claims and litigation involving the City;
 - b. The intellectual property of others, without written permission;
 - c. Photographs of employees or members of the public, without written permission;
 - d. Any personal, sensitive or confidential information;
 - e. Computer viruses or other harmful programs;
 - f. "Chain letters" or junk mail;
 - g. Material or comments that are derogatory to any individual or group, or of a defamatory threatening or harassing nature;
 - h. Racist, sexist, and other disparaging language about a group of people;
 - i. Obscene, pornographic, or offensive or illegal materials or links;
 - j. Sexual comments about, or directed to, anyone; or
 - k. Any communication for any other purpose which is illegal, against City policy, or contrary to the City's interest.

This prohibition does not apply to attorney-client communications between City staff and officials and the City attorney or other City staff and officials designated to assist with legal matters.

14.0 EMAIL RECORDS RETENTION

- 1. The City must maintain and preserve records in compliance with the Oregon Public Records Law. The Public Records Law applies regardless of whether the email communication is sent from a public or private email address.
- 2. The retention of records stored in electronic systems, including email, is governed by the City's retention schedule and OAR Chapter 166, Division 200. If you have a question regarding the retention of a record, please contact the City Recorder.

15.0 SOCIAL MEDIA USE

- 1. Social media includes blogs, Facebook, Twitter, YouTube, and other similar accounts.
- The City shall identify those employees authorized to use social media on behalf of the
 City. Only those employees who are authorized shall engage in social media activities on
 behalf of the City. The City Manager/Administrator or designee shall maintain a list of
 authorized social media users.
- 3. All social media accounts shall be created using a City-issued email address, whenever possible. Some social media sites prohibit creation of a government "page" without the use of a personal account. In those instances, the City should provide a process for transition of page management in the event that the person holding the primary personal account associated with the page leaves the City. This will ensure that:
 - a. Personal and professional communications are separated;
 - b. The City can back up public conversations because the City owns and controls the email address;
 - c. The City can access the site when the employee is out on vacation or otherwise away from the office or leaves employment with the City; and
 - d. The City can determine that the site is legitimately the City's and not a rogue site generated from a private email address.
- 4. The City shall notify users and visitors to the social media site that the purpose of the site is to facilitate communication between the City and the public. Each site shall contain the following message:

This site is created by the City of St. Helens. This site is intended to serve as a mechanism for communication between the public and the City of St. Helens on all topics relevant to City business. The City of St. Helens reserves the right to remove comments or postings that violate any applicable laws. Postings to this site are public records of the City of St. Helens and may be subject to disclosure under the Oregon Public Records Law.

The City of St. Helens does not endorse nor sponsor any advertising posted by the social media host, that the social media is a private site, or the privacy terms of the site apply. The City of St. Helens does not guarantee reliability and accuracy of any third-party links.

If a social media platform cannot host the full disclosure, a link should be placed on the platform to a City webpage that will list the full disclosure language.

5. Where possible, all social media sites will display the City's logo for consistency and authenticity.

- Social media posts made on official city pages are considered public records, including comments made on those posts.
- 7. The City, its staff, and officials shall not discriminate against public speech based on content or viewpoint. The City, its staff, and its officials may not engage in viewpoint discrimination on City operated social media pages. Viewpoint discrimination is described as a speech act that is treated differently by a government entity based on the viewpoint it expresses. All persons who wish to "friend," "follow," "re-tweet," etc. must be allowed to do so on a social media platform operated by the City.
- 8. The following content posted by the public may be removed:
 - a. Comments not topically related to the particular article being commented upon;
 - b. Comments in support of or opposition to political campaigns or ballot measures;
 - c. Profane language or content;
 - d. Content that promotes, fosters, or perpetuates discrimination upon the basis of race, religion, gender identity, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or other protected status under applicable law;
 - e. Inappropriate sexual content or links to inappropriate sexual content;
 - f. Solicitations of commerce, e.g., ads;
 - g. Conduct or encouragement of illegal activity;
 - h. Private and confidential information;
 - Information that may tend to compromise the safety or security of the public or public systems; or
 - j. Content that violates a legal ownership interest of any other party.

These guidelines shall be displayed to all users or made available by hyperlink. Any content removed must be retained, including the time, date, and identity of the poster when available.

- 9. To establish an official City social media account(s), it must be approved by the City Administrator/Manager or their designee.
- 10. Review is required by an identified authority (City Administrator or their designee) for all posts or comments on behalf of the government.

16.0 SOCIAL MEDIA RECORDS RETENTION

- 1. The City must maintain and preserve social media records in compliance with the Oregon Public Records Law. The Public Records Law applies regardless of whether the social media site is hosted by the City or a third party.
- Those engaged in social media activities must be familiar with the City's records
 retention schedule. Any posted original content that is not a copy of a preexisting City
 record must be captured and maintained by saving a copy and providing it to the City's
 records custodian.
- Social media content shall be retained by composing and retaining the message in local
 software and noting the time and date posted, or by capturing screenshots of the post
 once it is on the page. The City may use a third-party software that can coordinate
 multiple social media accounts and capture social medial content automatically for the
 City.

4. Non-Original Social Media Content Maintained Elsewhere

Any posted content that is a copy of a City record that exists in another location does not need to be separately preserved, provided that the original content is being retained in compliance with the appropriate City retention schedule and media preservation requirements. Employees should use social media applications exclusively as a mechanism for providing the public with links or references to content that is maintained as an official City record elsewhere. Links or references posted to social media accounts are considered convenience copies which need to be retained only "as needed" or "until superseded." All comments, likes, shares, etc. on City social media are stored and maintained based on Oregon public retention laws.

5. Original Social Media Content

Any posted original content that constitutes a City record and that is not preserved and retained elsewhere in compliance with the appropriate City retention schedule, must be captured by the City and retained according to the appropriate schedule and preservation requirements. The person who posts the content is responsible for retaining and preserving the record.

a. <u>Speeches/Statements/News Releases/Program Activity Records</u>
Content that contains written or photographed accounts of a City event, or summary of such events posted to social media are considered statements and reports for retention purposes and should be retained generally for two years from the time they are "published." If these posts contain policy or historically

significant content, they must be retained permanently.

b. Correspondence

Incoming messages from the public that arrive via a City's social media account should be treated as correspondence. Messages completely unrelated to the City's activities do not need to be retained. If the message relates to the City's activities or functions, it must be captured and retained per the retention category that most closely corresponds to the content of the message. Staff are advised to respond to the correspondence via email or other "offline" messaging methods and, if possible, communicate directly with the individual and maintain that correspondence.

c. Content Associated with a Specific Function or Activity

Information received from the public in response to social media posts used as a public entry point to solicit specific information – such as conducting a poll or to launch a process or placing an order – should be retained along with the other records associated with that function or activity using the appropriate retention schedule.

17.0 TELEWORKING

Teleworking allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The City of St. Helens considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a City-wide benefit, and it in no way changes the terms and conditions of employment with the City of St. Helens.

Teleworking can be informal, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.

Any telecommuting arrangement may be discontinued at will and at any time at the request of either the telecommuter or the city. During a City Emergency Declaration, the City shall provide at least a thirty (30) day notice of any change to a teleworking agreement to accommodate commuting, childcare, and other issues that may arise from the termination of a telecommuting arrangement. During normal times of operation, the City shall provide at least a fifteen (15) day notice of any change to a teleworking agreement to accommodate commuting, childcare, and other issues that may arise from the termination of a telecommuting arrangement. If a telecommuting arrangement is terminated, the supervisor shall provide the employee a written

explanation including the reasons why the arrangement is being terminated. The revocation or termination of a telecommuting arrangement shall not be disciplinary in nature.

1. Eligibility

Individuals requesting formal telecommuting arrangements must be employed with the City of St. Helens a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record.

An employee or the City may initiate a request to enter into a telework agreement.

Before entering into any telecommuting agreement, the employee and their supervisor, with the assistance of the City Administrator/Manager, will evaluate the suitability of such an arrangement, reviewing the following areas:

- a. Employee suitability. The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- b. Job responsibilities. The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- c. Equipment needs, workspace design considerations and scheduling issues. The employee and manager will review the physical workspace needs and the appropriate location for the telework.
- d. Tax and other legal implications. The employee must determine any tax or legal implications under federal, state, and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

If the employee and manager agree, along with the City Administrator/Manager, a draft telecommuting agreement will be prepared and signed by all parties, and a teleworking period will commence.

If a telework agreement is denied, the supervisor shall provide the employee with a written denial including the reasons for why teleworking is not a viable option.

Decisions to allow for a teleworking agreement or not shall not be arbitrary or capricious and subject to the Grievance process in the Collective Bargaining Agreement or complaint process in the Personnel Rules, whichever applies.

Evaluation of telecommuter performance will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process. The manager and telecommuter will

communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

2. Equipment

On a case-by-case basis, the City of St. Helens will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phones and data lines, and other office equipment) for each telecommuting arrangement. IT Services will serve as resources in this matter. Equipment supplied by the City will be maintained by the City. Equipment supplied by the employee, if deemed appropriate by the City, will be maintained by the employee. The City accepts no responsibility for damage or repairs to employee-owned equipment. The City reserves the right to make determination as to appropriate equipment, subject to change at any time. Equipment supplied by the City is to be used for business purposes only. The telecommuter must sign an inventory of all City property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all City property will be returned to the company, unless other arrangements have been made.

The City of St. Helens will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The City will reimburse the employee for business-related expenses, such as phone calls, and shipping costs, that are reasonably incurred in carrying out the employee's job. If an employee has internet connectivity issues where they are teleworking, accommodations may be requested to their supervisor for the City to make hotspots available to the employee that is paid by the City.

The employee will establish an appropriate work environment within their home for work purposes. The City of St. Helens will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to home office space.

3. Security

Consistent with the City expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary City and customer information accessible from their home office. Steps include the use of locking file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

4. Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. The City of St. Helens will provide each telecommuter with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee in a home office location and in conjunction with their regular work duties are

normally covered by the City's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to their home worksite.

5. Time Worked

Employees who are not exempt from overtime requirements of the Fair Labor Standards Act are required to accurately record all hours worked. Employees must receive advance approval from their supervisor for any overtime work

6. Ad-Hoc Arrangements

Temporary telecommuting arrangements may be approved by circumstances such as inclement weather, special projects, or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the City and with the consent of the employee's health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the City.

APPENDIX A: Examples of Use

Examples of Permissible Device Use

The following are examples of allowable device use, so long as the permissible use requirements are met:

- Uses the Internet to view City job announcements.
- Uses the Internet to check weather or commute information.
- Uses City computer to take online job-related training courses preapproved by their supervisor
- Uses City computer to read the newspaper during breaks.

Examples of Non-Allowable Device Use

The following are examples of device uses that are not allowed. This list is not intended to be all-inclusive. Additionally, any use that is not expressly allowed is considered to be non-allowable.

- Uses the internet to track personal investment portfolio.
- Uses City-provided cell phone to make non-City-related calls.
- Uses the internet to access nude or sexually explicit materials.

When using City-provided technology devices, it is a good idea to ask yourself this question: Can I directly support a work purpose for this use? If you have questions as to what constitutes City business, please ask your supervisor.

APPENDIX B: SOCIAL MEDIA USER GUIDELINES

The City of St. Helens encourages the public to share thoughts as they relate to the topics being discussed on the City's social media sites. The views expressed in visitor comments reflect those of the comment's author and do not necessarily reflect the official positions of the City of St. Helens. Public comments are considered public information and may be subject to monitoring, moderation and disclosure to third parties. Users shall refrain from posting and the City of St. Helens reserves the discretion to remove:

- a. Comments not topically related to the particular article being commented upon;
- b. Comments in support of or opposition to political campaigns or ballot measures;
- c. Profane language or content;
- d. Content that promotes, fosters, or perpetuates discrimination upon the basis of race, religious, gender identity, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or other protected status under applicable law;
- e. Inappropriate sexual content or links to inappropriate sexual content;
- f. Solicitations of commerce, e.g., ads;
- g. Conduct or encouragement of illegal activity;
- h. Private and confidential information;
- i. Information that may tend to compromise the safety or security of the public or public systems; or
- j. Content that violates a legal ownership interest of any other party.

These user guidelines may be subject to modification at any time.

APPENDIX C: TELEWORKING SAFETY CHECKLIST

<u>Item</u> Description	Yes	No	N/A
1. Workspace is away from noise, distractions and is devoted to work needs?			
2. Workspace accommodates workstation, equipment, and related material?			
3. Floors are clear and free from hazards?			
4. File drawers are not top-heavy and do not open into walkways?			
5. Phone lines & electrical cords are secured under desk, along wall, away from heat?			
6. Temperature, ventilation, and lighting are adequate?			
7. All stairs with four and more steps are equipped with handrails?			
8. Carpets are well-secured to the floor and free of frayed or work seams?			
9. There is a working smoke detector in the workspace area?			
10. A home multi-use fire extinguisher is available, and you know how to use it?			
11. Walkways, aisles, and doorways are unobstructed?			
12. Workspace is kept free of trash, clutter, and flammable liquids?			
13. All radiators and portable heaters are located away from flammable items?			
14. You have an evacuation plan, so you know what to do in the event of a fire?			
15. Sufficient electrical outlets are accessible?			
16. Computer equipment is connected to a surge protector?			
17. Electrical system is adequate for office equipment?			
18. All electrical plugs, cords, outlets, and panels are in good condition?			
19. Equipment is placed close to electrical outlets?			
20. Extension cords and power strips are not daisy chained?			
21. Equipment is turned off when not in use?			
22. Your working chair is adequate and safe?			
23. There is sufficient lighting?			
24. You have an inventory of all City property that is confirmed by supervisor?			
25. You are taking adequate steps to ensure data is secure when working and away?			

APPENDIX D: TECHNOLOGY & TELEWORK POLICIES & PROCEDURES HANDBOOK

<u>ACKNOWLEDGEMENT</u>

My signature below indicates that I have received a copy of the City of St. Helens Technology & Telework Policies & Procedures Handbook and have read and understand my responsibilities as a user of the City's technology equipment and resources. I understand that this policy is subject to change without notice and agree to abide by it and all subsequent changes. I also understand that if I am a City employee, violation of the policy may result in disciplinary action up to and including termination.

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City of St. Helens

RESOLUTION NO. 1902

A RESOLUTION TO ADOPT THE ST. HELENS PUBLIC LIBRARY COLLECTION DEVELOPMENT, CIRCULATION, AND CONFIDENTIALITY POLICIES

WHEREAS, in 2019, the Oregon legislature passed HB 2243 which:

- 1. Updated the legal definition of "public library" to: "Public library" means a public agency that provides to all residents of a local government unit free and equal access to library and information services that are suitable for persons of all ages; and
- 2. Required the State Library Board to establish minimum conditions that a public library must meet; and

WHEREAS, one of the minimum conditions established by the State Library Board requires that public libraries have basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporate relevant American Library Association (ALA) professional ethical codes, rules, and guidelines.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of St. Helens that:

Section 1. The St. Helens Public Library Collection Development Policy, attached as **Exhibit A**, the St. Helens Public Library Circulation Policy, attached as **Exhibit B**, and the St. Helens Public Library Confidentiality Policy, attached as **Exhibit C**, are hereby adopted.

Section 2. The Collection Development Policy shall be used to guide the staff of the St. Helens Public Library by:

- Outlining procedures for procuring items
- Creating parameters for the types of items held by the Library to ensure that the collections remain current and responsive to the needs of the community
- Ensuring that materials are easily accessible through appropriate formats and technologies

The Circulation and Confidentiality Policies shall be used to inform library patrons about the rules governing the use of library resources and the protection of their personal information, respectively.

Item #3.

following vote:	by un	ie City	Council	on October	21, 2020,	, by the
Ayes:						
Nays:						
ATTEST:			Rick Scho	oll, Mayor		_
Kathy Payne, City Recorder						

Item #3.

St. Helens Public Library Collection Development Policy

Library Mission:

The St. Helens Public Library is dedicated to providing optimal access to the best vocational, educational and recreational information to the people of the Greater St. Helens area in order to promote and encourage lifelong learning, self-development and life enhancement.

Purpose:

This policy is to guide collection development of the St. Helens Public Library by:

- Outlining procedures for procuring items
- Creating parameters for the types of items held by the Library to ensure that our collections remain current and responsive to the needs of our community
- Ensuring that materials are easily accessible through appropriate formats and technologies

Procurement of Materials:

Library staff select materials for the collection based on the needs and interests of the community. The Library welcomes input from the community concerning the collection. Patron suggestions will be evaluated based on:

- Community needs and interests
- Item cost and availability
- Ease of cataloging and circulation
- Potential for an item to complement or support library offerings
- The balance of the overall collection

Selection Criteria:

Materials are selected by staff members for their:

- Literary or artistic merit
- Accuracy
- Utility
- Recreational and entertainment value
- Current or historical interest
- Scholarship

Item selection is guided by but not limited to:

- Industry reviews
- Best-seller lists
- Staff or patron recommendations

SHPL strives to maintain a collection that includes materials on a variety of subjects and points of view, in keeping with the community's interests and needs. Each item must be considered with appropriate standards for its type and audience and the suitability of its format for a library collection.

SHPL emphasizes quality rather than quantity, balancing the value of and demand for materials. Final decisions are based on the value and interest of the item to the public, regardless of selectors' personal values, opinions, or biases. These standards apply equally to purchased and donated materials.

Guidelines for Following Selection Criteria:

SHPL is responsible for ensuring a robust collection that must include materials that serve a wide range of ages, reading skills, and educational backgrounds.

- Staff will endeavor to select materials in languages commonly spoken at home by SHPL patrons
- SHPL will be attentive to special commercial, industrial, cultural, and civic enterprises of the area
- SHPL will acquire state and local historical materials
- While SHPL strives to meet the needs of all its patrons, some special interest items may not be purchased and instead may be borrowed through interlibrary loan
- SHPL does not acquire textbooks or other curriculum-based materials unless such materials also serve a broader interest
- Purchase requests from patrons will be assessed according to the general selection policies

Access:

Items are cataloged and organized in the collection according to common library standards:

- Type of material
- Target audience
- Dewey classification
- Alphabetically

Items frequently subject to damage or theft or of high value may be controlled to protect materials for future patrons.

Children are not limited to the juvenile collections; rather juvenile materials are kept together to facilitate ease of use. Responsibility for a child's selections lies solely with the parent/guardian. The parent/guardian who chooses to limit their child's access to certain materials should so advise their child.

Proposed 10/14/2020

Donations:

SHPL accepts most donations of materials as outright gifts, reserving the right to evaluate and dispose of such donations in accordance with our donation policy.

Donations may be tax-deductible; SHPL will issue a receipt upon request but will not assign value.

Donations not added to the collection may be given to the Friends of the St. Helens Public Library, used to support library programming, or in any other way the library deems reasonable.

Evaluation of Collection and Weeding:

The Library will evaluate the continued circulation of materials based on:

- Circulation data
- Physical condition
- Currency
- Accuracy of information presented in material
- Staff input

Items that do not check out often, are in poor condition, prove too difficult or costly to maintain, or no longer support the mission of the Library will be withdrawn from the collection.

Request for Reconsideration of Library Material:

The St. Helens Public Library recognizes that some materials may be controversial and that any given item may offend some patrons.

Selection of materials will not be made based on anticipated approval or disapproval, but solely based on the principles stated in this policy.

Library materials will not be marked or identified to show approval or disapproval of their contents, and no library material will be sequestered except to protect it from damage or theft.

Although materials are carefully selected, differences of opinion can arise regarding suitable materials. If a patron desires that an item be withdrawn from or restricted within the collection, they may complete a "Resource Reconsideration Request" form which is available in the library.

The Library Director will decide what, if any, action is appropriate for the item in question, and will notify the patron, explaining the decision.

If the patron is not satisfied with the Library Director's decision, the item will be referred to the St. Helens Public Library Board for further review.

Materials under review shall not be removed from use during the reconsideration process.

St. Helens Public Library Circulation Policy

How to sign up for a library card with the St. Helens Public Library

To sign up for any library card at the St. Helens Public Library (SHPL), proof of identity and proof of address are required. A valid Oregon Driver's license with your current address may be used as both proof of identity and proof of address (this includes temporary IDs and IDs with address change stickers). Patrons age 16 or older must be present with their ID to sign up for a library card.

All cards except business license cards are active for one year and must be renewed by showing proof of identity and address.

- 1. Proof of Identity includes:
 - a. Any state driver's license
 - b. Any state ID
 - c. US Passport
 - d. US Military ID (with photo)
 - e. Green card
 - f. Tribal ID (with photo)
 - g. Oregon Concealed Handgun License
- 2. Proof of address must match the name on your proof of ID and can include:
 - a. Oregon driver's license with current residential address
 - b. Oregon state ID with current residential address
 - c. Rental agreement
 - d. County tax statement
 - e. Utility bill
 - f. Voter registration card
 - g. Pay stub
 - h. Bank statement
 - i. Insurance statement or card
 - j. Vehicle title or registration card
 - k. First class mail

Card Types

Resident cards:

- 1. Resident cards offer patrons full borrowing privileges at no cost.
 - a. Checkouts may include:
 - i. Up to 10 DVDs or Blu-rays total
 - ii. Up to 50 of any other items in the library's collection total
 - iii. No more than 50 items total may be checked out on an account at any time.
 - b. Resident cards have full access to digital services (Library2Go, Freegal, Flipster, etc.)
- 2. Resident status within St. Helens city limits is determined by local tax codes (tax codes 0201, 0202, 0291, and 0294)
- 3. To sign up for a resident card you will only need proof of identity and proof of address.
- 4. Residents may also sign up children and teens under 16 for juvenile resident cards. These accounts must be made by an adult who will act as the responsible party for the cardholder. Juvenile cards may be made by the responsible party at any time using their own proof of identity and address. Juvenile cards cannot check out Library of Things items or cultural passes, however checkout allowances for juvenile resident cards are otherwise the same as standard resident cards.
- 5. Both resident cards and juvenile resident cards must be renewed after one year from the date created by showing proof of address and identity.

Non-resident cards:

- 1. Those who live outside of the city limits of St. Helens as determined by local tax codes (codes 0201, 0202, 0291, and 0294) may sign up for a non-resident card with proof of identity and address.
 - a. Non-resident card fees are \$10 for a quarterly (3 month) card and \$35 for a yearly (12 month) card. Non-resident fees are assessed per household and multiple cards may be created at no extra cost. The first card created will be considered the "primary" account to which other accounts are attached.
- 2. Non-resident cards offer the same checkout privileges and limits as resident cards:
 - a. Up to 10 DVDs or Blu-rays total
 - b. Up to 50 of any other items in the library's collection total
 - c. No more than 50 items total may be checked out on an account at any time.
- 3. Non-resident cards have full access to digital services (Library2go, Freegal, Flipster, etc.)
- 4. Non-residents may also sign up children and teens under 16 for *juvenile non-resident cards*. Juvenile cards must be associated with an adult who will act as a responsible party. Juvenile cards may be made by the responsible party at any time. Non-resident juvenile cards cannot check out Library of Things items or cultural passes, however checkout allowances for juvenile cards are otherwise the same as non-resident cards.

- 5. Non-resident cards must be renewed after their active period ends by providing proof of identity and address, as well as paying the appropriate fee (\$10 for a quarterly card, \$35 for a yearly card).
- 6. To create additional library cards attached to the primary account, all rules regarding proof of address and identity apply. The primary cardholder must be present to make additional cards and will be considered the responsible party to all associated cards.

Passport cards:

Standard passport cards:

- 1. Passport cards are free, reciprocal library cards available through the Oregon Library Passport Program. Only people with an active library card at a participating library (your "home library") may sign up for a passport card. A list of participating libraries is available at https://www.olaweb.org/passport-directory.
 - a. Checkouts may include:
 - i. Up to 5 Items (Books, DVDs, audiobooks, etc.) may be checked out on a passport account at any time.
 - b. Passport cards do not have access to cultural passes, Library of Things items, or some digital services (Library2Go, Freegal, and Flipster).
- 2. Items must be checked out and returned to their originating library.
- 3. To sign up for a passport card you will need to provide proof of identity and address, as well as your active "home library" card.
- 4. Passport cardholders may sign up teens under 16 for *juvenile passport cards*. Juvenile passport cards must be associated with an adult who will act as the responsible party. Juvenile cards may be made by the responsible party at any time. Limits for juvenile passport cards are the same as adult passport cards.
- 5. Both passport cards and juvenile passport cards must be renewed after one year from when they are created by showing their active home library card and proof of address and identity.

Scappoose passport cards:

- 1. Scappoose passport cards are free, reciprocal library cards available to cardholders of the Scappoose Public Library through the Oregon Library Passport program. Scappoose passport cards may only be made by active members of the Scappoose Public Library.
 - a. Checkouts may include:
 - i. Up to 10 DVDs or Blu-rays total
 - ii. Up to 50 of other items in the library's collection total
 - iii. No more than 50 items total may be checked out on an account at any time.
 - b. Scappoose passport cards do not have access to cultural passes, Library of Things items, or some digital services (Library2Go, Freegal, and Flipster).
- 2. Items must be checked out and returned to their originating library.
- 3. To sign up for a Scappoose passport card you will need to provide proof of identity and address, as well as your active Scappoose library card.
- 4. Scappoose passport cardholders may sign up children and teens under 16 for juvenile Scappoose passport cards. Juvenile passport cards must be associated with an adult who will act as the responsible party. Juvenile cards may be made by the responsible party at any time. Limits for juvenile passport cards are the same as adult Scappoose passport cards.
- 5. Both Scappoose passport cards and juvenile Scappoose passport cards must be renewed after one year from when they are created by showing an active Scappoose library card and proof of address and identity.

Business license library cards:

- 1. Non-residents who have a licensed business in St. Helens may qualify to register for a business license library card. Business licenses must be current to qualify for a business license library card. Please contact the library director for more details.
 - a. Checkouts may include:
 - i. Up to 10 DVDs or Blu-rays total
 - ii. Up to 50 of any other items in the library's collection total
 - iii. No more than 50 items total may be checked out on an account at any time.
- Business license library cards are active until the end of the calendar year in which they were created and must be renewed after that point by providing an updated business license.
- 3. To sign up for a business license library card, you must provide your proof of identity and address as well as an original copy of your current business license.
- 4. Business license library card holders may provide a letter listing the people who will be using the library card.

Library Usage Policies:

Cardholder rights and responsibilities:

- 1. The cardholder is responsible for returning all items checked out on time and in good condition.
- 2. The cardholder agrees to pay for any lost or damaged items.
- 3. Possession of a library card is considered permission to use that library card. Those whose names do not match the information listed on the account may not discuss what items are checked out on the account, discuss fees on the account, or make changes to account information. If you would like to allow these privileges to someone other than the cardholder, they must be made an *authorized user* by presenting their proof of identity while the cardholder is present.
- 4. Cardholders are expected to notify the library of a lost or stolen card, or they will be held liable for any items checked out.
- 5. Proof of identity may be used as an alternative to a library card
- Cardholders must keep personal and contact information (address, phone number, email, name changes etc.) up to date on their account.

Checkout periods:

- 1. The standard check-out period is 21 days for all items in the library's collection except cultural passes.
- 2. *Cultural passes* have a 3-day checkout period except for the *Oregon State Parks Parking Pass* which may be checked out for 7 days.

Renewing items:

- 1. Items may be renewed for an additional 21 days up to 3 times.
- 2. Items cannot be renewed in the following cases:
 - a. If another patron has a hold on an item.
 - b. The item is marked "new."
 - c. The item is from the Library of Things or Cultural Pass collections.
 - d. The account has already reached the 3-renewal limit on the item.
 - e. The account meets any of the conditions listed below in "Checkout restrictions."

Checkout restrictions:

- 1. Cardholders may not check out any items and their account may be blocked if fines exceed \$10 or are older than 6 months.
- 2. Cardholders may not check out items if their account is expired until it has been renewed.
- 3. Lost or damaged items on an account will result in a blocked account until they have been paid for or returned.
- 4. Additional items may not be checked out if the total checkouts exceed the total limit for the card type. DVD/Blu-ray limits will not prevent cardholders from checking out additional, non-DVD/Blu-ray items within their total item limit.
- 5. All accounts may be subject to a "relationship block" if any account with the same responsible party meets any of the previous conditions.

Placing holds:

- 1. Patrons may place as many items on hold as their card allows. Holds may include items currently checked out to another borrower or items currently available in the library.
- 2. Patrons will be contacted by phone or by e-mail when their holds are available to be picked up.
- 3. Patrons have up to 7 days to retrieve their hold, except for cultural passes which may be held for 3 days. After that period, the item will be taken out of hold status and shelved.

Purchase requests:

Patrons may submit a purchase request form for items that are not currently available
at the library. The request will be processed based on the library's criteria (availability,
pricing, publication date, etc.) and may be added at that time. If an item is added, the
person who submitted the request form will have a first hold on that item. A purchase
request is not a guarantee that an item will be added to the library's collection.

Interlibrary Loans:

- 1. Patrons may make interlibrary loan (ILL) requests on items that are not currently available in our collection but are available at nearby libraries. An ILL request is not a guarantee that the item will be made available.
- 2. Due dates for ILL items will be set based on due dates set by the lending library.
- 3. There is a postage fee of \$3 for all ILL items.
 - a. Items that are determined to be unavailable for ILL will have the \$3 postage fee refunded in full.
- 4. ILL items may not be renewed and will accrue overdue fines
- 5. Patrons may lose ILL privileges if items are not returned by their due date or are returned in poor condition.

Fines and Fees

Overdue fines:

- 1. Overdue fines are \$0.15 per day per overdue items.
 - a. Adult DVDs accrue fines of \$0.50 per day per item.
 - b. Cultural passes accrue fines of \$1.50 per day per item.
- 2. All items from the Youth collection do not accrue overdue fees.
- Overdue fines are capped at \$10 per item or at the replacement cost of the item, whichever is less.

Damaged items:

- 1. Damaged items are items that have been returned in a condition that prohibits them from being further circulated in the library's collection. Examples may include items that have been extensively water damaged, are moldy or have mildew, have been in contact with hazardous materials, or have been otherwise physically damaged beyond repair.
 - a. When possible, library staff will do their best to repair items returned with minor damage.
- 2. The replacement cost of damaged items is based on the list price of that item.
- 3. Patrons may keep damaged items they have paid for.
- 4. Damaged items will prevent a patron from checking out further items until the damaged item has been paid for.
- 5. We cannot accept replacement copies for damaged items.
- 6. The following is a sample letter notifying the cardholder of a damaged item:

Dear [Patron],

Library materials that had been checked out on your card # **24018000XXXXXX** were recently returned to the library in damaged condition.

The item(s) listed below were returned to the library on **XX/XX/XXXX**. Due to damages to the materials, the library must assess a replacement cost for each item. Please note that there may be additional overdue fees which may have been charged to your account. If you have items out, they may not be renewed until this matter is resolved.

The item(s) in question are:

[Item(s) listed along with the replacement cost(s)]

Please come to the library to make arrangements to pay these charges at your earliest convenience. If you are unable to pay the entire amount, please call and make arrangements for a payment plan.

Please understand that our intention is to maintain our library's collection by replacing lost or damaged materials. We will hold the items for viewing for 30 days. After that, they will be disposed of and no longer available for your inspection.

If you have questions, please contact me.

Sincerely,

[Staff member]

Lost items:

- Overdue items receive three notices by mail or e-mail before they are considered lost.
 The item will accrue the corresponding late fee during this time. The timeline for the lost process is:
 - a. 1st notice: 1 week after the item is considered overdue
 - b. 2nd notice: 2 weeks after the item is considered overdue
 - c. Final notice: 3 weeks after the item is considered overdue.
 - At this time, the item is considered "Lost" and the account will be prohibited from checking out or renewing items until the item is returned or paid for. The item will no longer accrue additional late fees.
 - ii. The final notice will always be sent by mail.
- 2. Items may be self-declared lost in situations where the patron is certain the book is irretrievable and is ready to pay for the item at that time.
- 3. Lost items must be either returned in good condition or paid for in order to reinstate borrowing privileges.
- 4. Once an item is paid for, there is a 3-month period during which the cost of a lost item may be refunded if it is returned in good condition.
 - a. To receive a refund, the patron must provide both the original receipt and the orange "lost item" slip they received at the time of payment.
 - b. Late fees accrued on a lost item will not be refunded if the item is returned
- 5. Sample overdue notice letter:

"You have items overdue. If this is not your final notice, you may renew your items online at www.ci.sthelens.or.us/library or by telephone 503.397.4544. Please note you may have additional overdue fines not listed on this notice."

- a. There will also be an itemized list of the overdue items, as well as an indication of 1st/2nd/final notice.
- b. Final notices will have a red "final notice" stamp at the top.

- 6. *Collections*: Items that have not been returned within 6 weeks of their due date may be sent to collections.
 - a. The item is considered "lost" 3 weeks after the item is overdue.
 - b. Patrons may be sent to collections for library materials. A notice will be sent out at 4 weeks overdue, notifying the patron that they have 14 days to return or pay for outstanding materials.
 - c. The following is a sample letter reminding the patron about outstanding materials or fines which may be sent to collections:

Dear [Patron],

The purpose of this letter is to remind you that you have outstanding materials from the St. Helens Public Library checked out on card number **24018000XXXXXX**. These items are now in "Lost" status. Please return the following items in good condition to the St. Helens Public Library or pay the replacement fees within 14 days to avoid this account balance being turned over to a collections agency.

[Item(s) listed along with the replacement cost(s)]

If you have any questions, please do not hesitate to contact the St. Helens Public Library at (503)-397-4544.

Respectfully, St. Helens Public Library

Complete list of fines and fees:

1. Overdue adult books, magazines, audio records, and CDs: \$0.15 per day

2. Overdue adult DVDs: **\$0.50 per day**

3. Overdue cultural passes: \$1.50 per day4. Interlibrary loan postage fee: \$3.00

5. Lost and damaged items: List price

6. Cultural pass replacement: \$30

7. Lost card replacement: \$2

8. Lost or damaged CD and DVD cases: \$59. Lost or damaged CD and DVD inserts: \$7

10. Barcode label replacement: \$2

Item #3.

St. Helens Public Library Confidentiality Policy

The St. Helens Public Library maintains the privacy and confidentiality of its patrons and follows all guidelines outlined by the American Library Association's Code of Ethics. In accordance with Oregon Revised Statutes 192.355(23), the following records are exempt from disclosure:

The records of a library, including:

- (a) Circulation records showing use of specific library material by a named person.
- (b) The name of a library patron together with the address or telephone number of the patron.
- (c) The electronic mail address of a patron.

The library may gather and retain the following information about current library users:

- (a) Information required to register for a library card, including
 - (i) Name
 - (ii) Address
 - (iii) Phone number
 - (iv) Email address
 - (v) Birthdate
 - (vi) ID number
- (b) Records of material checked out, fees owed, and payments made.
- (c) Electronic access information.
- (d) Requests for interlibrary loan and reference services.
- (e) Registration for library classes and programs.

Records may be disclosed to other parties in the following instances:

- (a) To the legal guardian of a minor.
- (b) With the consent of the authorized user(s) of the patron account.
- (c) To contracted employees of the St. Helens Public Library
- (d) Upon court order, upon order of the district attorney, or where otherwise required by law.

The library takes reasonable steps to ensure data security, including:

- (a) Purging or shredding records no longer needed.
- (b) Automatically removing records of browsing history, files downloaded, passwords, etc. from public computers at the end of each session.

These practices comply with federal, state, and local laws, as well as with the City of St. Helens' professional ethics policy.

First Amendment

AGREEMENT AMENDING THE ST. HELENS POLICE 2020 – 2025 COLLECTIVE BARGAINING AGREEMENT

PARTIES: City of St. Helens, Oregon ("City") and the St. Helens Police Association ("SHPA").

RECITAL; The parties wish to amend "Article 23 – Clothing, Uniforms and Duty Weapon" of their

collective bargaining agreement. In accordance with Article 31, by this Agreement the Parties hereby amend and replace the article in that Agreement to provide terms as

hereinafter set forth in this Amendment.

IT IS AGREED:

Article 23 of the parties 2010 – 2025 collective bargaining agreement is hereby amended by replacing the current contract language in Article 23 relating to "Clothing, Uniforms and Duty Weapon" with the following Article. This amendment shall be effective from and immediately after the last signatory party executes this First Amendment Agreement and remain in effect throughout the term of the collective bargaining agreement through June 30, 2025, or until amended further in accordance with Article 31.

ARTICLE 23 – CLOTHING, UNIFORMS AND DUTY WEAPON

If police department employees are required by the City to wear uniforms, the City shall pay for such employees' uniforms in the manner described in this Article.

- A. The City Police Department will budget each fiscal year a dollar amount, as requested and presented by the Chief of Police and approved by the City Council for personnel uniforms and equipment purchases.
- B. Sworn officers will be allowed to request items throughout the fiscal year for purchase with a City credit card once approved by the Chief of Police or designee. Items must be approved before purchase.
- C. Purchases of uniform and equipment items for sworn officers, Detectives, or Animal/Code Enforcement which are authorized by the Chief of Police or his designee shall be subject to the limitations adopted by the City Council in the Police Department budget.
- D. A detective or Animal/Code Enforcement Officer may submit receipts for reimbursement through Accounts Payable or may be allowed use of the City credit card if approved by the Chief of Police or designee. A detective shall seek approval from the Chief of Police or designee before any purchase subject to reimbursement is made.
- F. Sworn officers regularly assigned as detective will be issued Department branded polo shirts for approved on-duty wear and shall acquire 5.11 or other pants as determined by the Chief of Police.
- G. CIRT Team members will be issued necessary uniforms and equipment required to perform unique CIRT duties. Employees who are members of

the CIRT Team will acquire any CIRT Team uniform or equipment items purchased by the officer with prior approval of the Chief of Police or designee by submitting receipts for reimbursement through Accounts Payable or with payment by allowed use of the City credit card if approved by the Chief of Police or designee.

- H. Records and Evidence Specialists shall be provided Department branded polo shirts and a jacket for on-duty wear and will be issued 5.11 or other pants as determined by the Chief of Police.
- If reimbursements are requested for any items described in this Article, including Detective items, all such reimbursement will be paid by the City upon presentation by the employee of receipts and product descriptions of purchased items which demonstrate that the expense represents an ordinary and necessary business expense excludable from income in accordance with the IRS Fringe Benefit Guide which includes authorized police equipment and duty uniform attire not adaptable to general use.
- J. At time of hire a sworn officer shall select and acquire from pre-approved firearms a personally owned duty side-arm as the officer's preferred, personally owned weapon. Upon satisfactory completion of probation, the officer may apply for and receive a one-time reimbursement based on receipt and proof of purchase in connection with employment by the City of the cost of purchase of a primary duty firearm and holster up to six hundred dollars (\$600) maximum. The parties consider the cost and reimbursement amount for this equipment to be an ordinary and necessary business expense properly excludable from income. All on and off-duty use of the firearm will be consistent with City policy and law, and therefore inherently not a "personal use" which is personally beneficial. IRS Fringe Benefits Guide 15 regarding equipment and listed property.
- K. This memorandum of understanding is not precedent setting and does not create a past practice. The City of St. Helens and the St. Helens Police
 Association both retain the right to revert to the original contract within one
 (1) year this agreement is signed.

EXECUTED BY THE PARTIES this da	ly of October, 2020.
SHPA Union	CITY OF ST. HELENS
SHPA President	Rick Scholl, Mayor
 SHPA Representative	John Walsh, City Administrator



PLANNING COMMISSION

APPROVED MINUTES Tuesday, September 08, 2020 at 7:00 PM

Members Present: Chair Hubbard

Vice Chair Cary

Commissioner Cohen Commissioner Semling Commissioner Lawrence Commissioner Webster Commissioner Pugsley

Members Absent: None

Staff Present: City Planner Graichen

Associate Planner Dimsho City Councilor Carlson

Community Development Admin Assistant Sullivan

Others: None

1. 7:00 P.M. CALL TO ORDER & FLAG SALUTE

2. CONSENT AGENDA

A. Planning Commission Minutes dated August 11, 2020

Motion: Upon Commissioner Semling's motion and Commissioner Pugsley's second, the Planning Commission unanimously approved the Draft Minutes Dated August 11, 2020. [AYES: Vice Chair Cary, Commissioner Pugsley, Commissioner Cohen, Commissioner Lawrence, Commissioner Webster, Commissioner Semling; Nays: None]

3. TOPICS FROM THE FLOOR (Not on Public Hearing Agenda): Limited to five minutes per topic There were no topics from the floor.

4. NEW COUNCIL ADOPTED ZOOM MEETING POLICIES & GUIDELINES. COMMISSION OPERATIONS, EXCUSED ABSENCES, ETC.

B. Zoom Meeting Policies & Guidelines

City Planner Graichen said there is an attendance provision in the Planning Commission code that a Commissioner cannot have more than three unexcused absences because it results in non-conformance of duty which is grounds for removal. He mentioned some may have been uncomfortable with the ZOOM format and was not sure if this would be considered an unexcused absence. He did mention that there were several laptops in the City building that were available for use, and two of the Commissioners were already using them. He mentioned that there may be more if a Commissioner felt the need to use one, instead of their personal device.



Chair Hubbard mentioned he had emailed the Commission asking about their comfort level of being ZOOM only and said a few mentioned they would prefer to meet in person. He understood this is not an option now.

Associate Planner Dimsho asked if there were enough laptops available to accommodate the public if there was a hearing and someone needed to testify that did not have access to ZOOM. Graichen said he believed they would have to.

There was a small discussion about the number of laptops available for use.

5. PLANNING COMMISSION TERM EXPIRATIONS

Graichen mentioned that every year there is at least one person who has an expiration, but that this year there were two expirations. He mentioned that Vice Chair Cary and Commissioner Cohen had terms expiring at the end of the year. He asked them both if they wanted to continue on the Commission. They both agreed they wanted to continue. Graichen said the Code says after two terms, we automatically advertise the position. He also asked the Commission if there was any objection to the two continuing in their position. No commissioners objected. Graichen also asked who would volunteer to be on the interview committee. Chair Hubbard and Commissioner Semling volunteered to be on the interview committee.

6. URBAN RENEWAL PLAN AMENDMENT

Associate Planner Dimsho said the original Urban Renewal Plan was adopted in 2017. Since then, they have found that the revenue projections are not meeting expectations, mostly due to Armstrong World Industries leaving. They were expecting to have \$250,000 in revenue this year, but ended up with only \$150.. She said that Urban Renewal is a funding tool that cities use to fund projects that are important economic drivers to the region. She presented a list of the projects on the original plan, which are not changing with the proposed Urban Renewal Amendment. She mentioned that Urban Renewal funds would help with the City leverage grants..

Dimsho said that whenever cities amend Urban Renewal areas over one percent, cities must go through a re-adoption process. She said they are going through those steps to amend the boundary and improve revenue projections. She said they are looking to add properties that will contribute revenues and remove properties that are not likely to contribute.. She went through the different properties with the Commission and why they were being suggested to be removed or added. She mentioned that there would be a net loss of seven acres, but the properties added would benefit the revenue projections.

Chair Hubbard asked if the Armstrong property was being removed because of the closure.. Dimsho said they are not proposing to remove that property because there may be a new industrial user on the property. Vice Chair Cary said he was aware that consultants had been hired to do environmental assessments and clean up on the site. He said once the word gets out these have been done, he thinks a buyer will come in.

Commissioner Cohen asked if the City was communicating with other taxing districts. Dimsho said letters had gone out to all the different taxing districts and that she did call downs to ask if they had any questions about the Urban Renewal Amendment. She said there was no push back so far from other districts. The taxing districts seem to be interested in seeing the riverfront redevelop.. Commissioner Cohen asked if the people had to go for a vote. Dimsho said that the only way this Urban Renewal Amendment would go to the voters if enough residents signed a referral petition.

There was a small discussion about the non-profit/low income apartments on Gable Road and their taxexempt status.



Motion: Upon Commissioner Pugsley's motion and Commissioner Webster's second, the Planning Commission unanimously recommended that the St. Helens Planning Commission finds, based upon the information provided in the staff report that no projects are being changed and no prior conformance to Comprehensive Plan findings are being changed, that the St. Helens Urban Renewal Plan Amendment 2 conforms with the St. Helens Comprehensive Plan and further recommend that the St. Helens City Council adopt the proposed St. Helens Urban Renewal Plan Amendment 2. [AYES: Vice Chair Cary, Commissioner Pugsley, Commissioner Cohen, Commissioner Lawrence, Commissioner Webster, Commissioner Semling; Nays: None]

7. PLANNING DEPARTMENT ACTIVITY REPORT

Graichen mentioned they received their first parklet application. Dimsho said the applicant is still working on finalizing the design based on staff feedback on the original submittal. Graichen said it has a few phases. It starts with the concept and then they move forward with a construction design and build it.

Commissioner Lawrence asked if this would be something different than what they already have with the outdoor seating. Graichen said a separate permit allows use of the public sidewalk, which is what they have now. The parklet allows use of the right-of-way (parking spaces).

Commissioner Cohen wanted to confirm that this was a temporary parklet installation. Graichen mentioned that approval is for six-month intervals. Commissioner Cohen asked if they could re-apply after six months and Graichen said yes.

There was a discussion on events and Halloweentown.

Vice Chair Cary asked if a parklet would eliminate the tables on the sidewalk. Graichen said if they maintain adequate public passageway, they can have tables in both areas. Vice Chair Cary asked about adequate passageway. Graichen mentioned it was four to five feet. Graichen also mentioned the code says the platform must be at the same level as the sidewalk to accommodate those in mobility devices. Graichen said because the curb in front of the proposed area is different heights, the applicant proposed a ramp up onto the parklet.

Commissioner Pugsley asked if the adjacent property owners or neighboring businesses were notified of the intent. Graichen said there is a requirement to notify abutting property owners and/or business owners. He said the first trial may bring up neighbors or residents who are unhappy or will complain about it. Graichen said if there are people that are upset about the parking limitations, it will be less likely to be renewed.

8. FOR YOUR INFORMATION ITEMS

Commissioner Cohen asked about the Land Use Boad of Appeals (LUBA) appeal. Graichen said he put the record together, and he had been talking with the legal counsel about other items they may need. Commissioner Cohen asked who was representing the City. Graichen mentioned it was Attorney Jordan Ramis PC, who has experience with the City. Commissioner Cohen said he hopes that LUBA upholds the Planning Commission decision.

Commissioner Cohen asked about the Public Works Director position. Graichen said when the previous Public Works Director left, they placed an interim person into the position. He mentioned Council was looking to fill the position with a permanent person. The Council interviewed three candidates, and the person they selected did not accept the position. Councilor Carlson said the Council was not happy with the other candidates, so they decided they would re-advertise. She mentioned that they want hire the right candidate; they did not want to rush it.



Graichen mentioned the middle school was done. He mentioned they had passed all their final inspections with a few corrections.

Dimsho reminded the Commission of a previous meeting where she had mentioned the Emerald Meadows subdivision would likely need some more setback variances. She told the Commission that she and the developer were able to work out their site plans with no variances needed.

Councilor Carlson said the City will be putting in sidewalks along North Vernonia Road. She said it would go out to bid hopefully by the first of the year.

Commissioner Pugsley asked about Auxiliary Dwelling Units (ADUs) and whether the City charges System Development Charges (SDCs). Councilor Carlson said they must make the account whole, so the City does not waive any fees for SDCs without the Council agreeing to pay for them with a different fund. Graichen said the way to save on the SDCs is to not put in a second water meter, but rather share a meter. This is because storm and sewer SDCs are charged based on the number and size of water meters.

There was a small discussion about the number of permits coming in and a few of the different projects that were active currently.

Commissioner Pugsley asked how the boundaries of the Houlton Business District zoning were determined. Graichen said it was a concept created before he started to work for the City. He said the previous City Planner had said it was arbitrary. Commissioner Cohen said the historic boundary of the City of Houlton helped provide the basis for the new zoning district.

There was a small discussion on streetscape and what is required for single-family and multi-family dwellings.

9. NEXT REGULAR MEETING: October 13, 2020

There being no further business before the Planning Commission, the meeting was adjourned 8:36 p.m.

Respectfully submitted,

Christina Sullivan Community Development Administrative Assistant



PARKS AND TRAILS COMMISSION

Monday, September 14, 2020 at 4:00 PM

MINUTES

This meeting was held electronically via Zoom.

MEMBERS PRESENT

Chair Carmin Dunn
Commissioner Jerry Belcher
Commissioner Howard Blumenthal
Commissioner John Brewington
Commissioner Jacob Woodruff
Commissioner Lynne Pettit
Commissioner Paul Barlow
Commissioner Walter Fowler

MEMBERS ABSENT

Vice Chair Elisa Mann

STAFF PRESENT

Sue Nelson Thad Houk Doug Morten Sheri Ingram Rachael Barry Shanna Duggan

OTHERS PRESENT

Wendy Worlitz Michael Bernet

CALL TO ORDER – 4:03 P.M.

APPROVAL OF MINUTES

1. Approve Minutes of August 10, 2020

Motion: Motion made to approve the Minutes of August 10, 2020 by Commissioner Jerry Belcher, Seconded by Commissioner Howard Blumenthal

Voting Yea: Chair Dunn, Commissioner Belcher, Commissioner Blumenthal, Commissioner Brewington, Commissioner Woodruff, Commissioner Pettit, Commissioner Barlow, Commissioner Fowler

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

Approved 10/12/2020 Page 136

COUNCILOR'S REPORT

Morten asked if the all-inclusive playground equipment was on the agenda and Dunn said it is under old business. Morten said the Mayor is anxious for them to make a decision to get it ordered. Dunn said we had looked at it a while back but we now have the MODA funding we are waiting on. She has a meeting with MODA this coming Thursday to talk to them about how we go about getting the funding and what the next steps are now that the season is over. Duggan also sent a link about a grant from Game Time that has 100% matching potential so there was an email string between her and some City staff last week about that. Nelson said it is another opportunity to boost the equipment and they did talk about that at the Council meeting but this agenda was already set. They had looked at equipment seven or eight months ago that Houk had narrowed down to a couple of options but there has been a large request to have more community input in the final selection so the thought was to have the Parks Commission select a few different options with the all-inclusive and have them work with Duggan and King to get community outreach on what we will ultimately install. We are hoping to install it in the spring. Morten said Council is very involved in getting it done and the Mayor said they need to get plans ready and was hoping to make decision by this Parks meeting. Houk said last winter, after they picked one out, he had a designer come out and they can add anything to it with the MODA funds but COVID put everything behind so they can start whenever they are ready to finalize. Morten said maybe we can bring drawings to next meeting and maybe we will know what money we are getting from MODA Houk said the plans were all reviewed and Brown said we had the money to do it but COVID happened. Morten hopes they can get a recommendation at next meeting.

Minutes

Dunn said she has mixed feelings when he says they need to rush but also need to get community involvement. We need to get it right and doesn't think its necessary to add pieces to it but need to look at what is out there for options and invite the community. It needs to be done right, not fast. Belcher said Houk brought several choices last time and Houk said they narrowed it down to one. Belcher asked if we are going to kind of start over and pick two or three new ones to take to the community. Dunn says her suggestion is to take what they already picked and see if it is inclusive play and if not, look at other options because the MODA money is for an all-inclusive playground. They need to look at it again since it's been so long since they've seen it. Belcher asked what the definition is of all-inclusive and Duggan said that means for any ages and any developmental or intellectual ability. Its not necessarily one big structure that has slides that only certain people can climb on so a kid with a disability can only use one part but not another. It needs to be all-access. Having things everyone can play on is important. Belcher said she and Houk should look at some things they can add on and bring them to the next meeting. Dunn said when we get the equipment in, we should have a grand opening.

NEW BUSINESS

2. Bench Donation

Wendy Worlitz put in an application to donate a memorial bench for Grey Cliffs Park and she said her mom and sister recently passed and it was her mom's request to have a bench by the river in that area so she wanted to make something like that happen for them. Dunn asked if everyone had time to look at the application and if there were any questions. Blumenthal said we just had the one for the dog park and asked if we had decided on whether they should be uniform or a certain shape. Dunn said they talked about it but didn't make any decisions so they can take them as they get them. Morten said he thinks the policy needs more latitude on what the parameters are for benches because the Lions Club was going to donate one but when they saw what they need to do as far as filling out the application, they backed out. Pettit said we have benches at Public Works the Lions Club has

donated for Dalton Lake and they are made of the Trex materials and look nice and are comfortable. Nelson said the policy talks about wooden benches but give exceptions for other materials and styles. It's true we should probably update that to make it more inclusive. The Lions Club was okay with that and submitted an application last week.

Dunn said right now we just need to address the bench Worlitz is donating. She asked if there were any concerns with location or details of the bench. Fowler asked if there was a reason we weren't doing a more artistic version and Worlitz said they weren't looking for anything pretty or fancy, they were just were looking for something that would withstand the weather.

Belcher said the artistic ones were commissioned by the Arts & Cultural Commission and were specifically designed for certain locations around the city. He thinks the north end of Grey Cliffs would be good for this one and would eventually like benches on the top. Brewington asked how long it takes to get the bench and plaque and Worlitz said they told her five to seven weeks after it is ordered. Morten said the benches on the south end are in a grouping and he thinks a slab should be poured on the north end so other benches can be added for a grouping in the future so there aren't benches scattered. Blumenthal asked if there was a budget for the concrete and Morten said its cheap and keeps the benches in place and makes mowing easier.

Motion: Motion made to approve application for donated bench from Wendi Worlitz with a concrete pad big enough to accommodate two or three benches in the future and forward to Council by Commissioner Blumenthal, Seconded by Commissioner Woodruff.

Voting Yea: Chair Dunn, Commissioner Belcher, Commissioner Blumenthal, Commissioner Brewington, Commissioner Woodruff, Commissioner Pettit, Commissioner Barlow, Commissioner Fowler

3. Native Species Donation, Michael Bernet with Wilsonville Concrete

Michael Bernet with Wilsonville Concrete said they grow different native species and have done reclamation projects in the past in Wilsonville and Yamhill County and since they are new to the community, wanted to reach out and see if we had any interest in doing a planting. He can send out an e-mail with what plants they currently have available and they can contact him with any requests or projects in the future.

4. Community Input Survey Parks & Trails Results - Rachael Barry

Rachael Barry shared the 2020 community survey results and gave an overview. The survey was open in January and February of this year. About 5% of the population responded and 3/4 of them left comments. There was a good range of participants among new residents and people who have lived here for a long time. Public Works does a fabulous job on core services. The area in which we have the most work to do is economic development. People had very positive responses about the Police Department and the Library. She would be interested to see the current feeling on the restrooms now that they are being cleaned twice a day with COVID. She thanked Dunn for input with the questions. She is also curious about impacts of COVID on the number of visits to the parks, library and rec program. The thing they find dissatisfaction with is planning for growth and greatest challenges were growth and traffic.

Belcher said he'd like to see something about the urban trail next time she does a survey. They put together a nice trail and would like to show her a handout and get her up to speed so she could mention it when she talks to people. Barry said the Street trail is a great way to connect. Belcher said the entire trail was two miles long and went in a figure eight and hit five or six parks. Brewington said there was talk of a trail all the way from Trojan through St. Helens to Scappoose and up to

Banks. Hopefully someday that will be possible. Dunn said people are not aware of all the parks and they need to get info out there. Maybe they could do a Park of the Month. Barry said Duggan is doing a great job of going out to the parks and engaging with people. Blumenthal said it would be good to get more brochures to hand out and Dunn said the concern with that right now is COVID but they can promote them online. Barry said it might be an opportunity to partner with the County or Columbia City. Belcher thought the Park of the Month was a good idea.

5. Athletic Field Use Process

Nelson said there is a new document on Field Use just for their review. There is a methodology to favor local groups for field reservations. If they have any feedback, they can e-mail it to Matt Brown or Nelson. Brown took another municipality's document and changed it to meet our needs.

OLD BUSINESS

6. Recreation Program Collaboration - Shanna Duggan

Duggan said they are going to put a new book on the story trail October 1st at McCormick. She is looking for funding opportunities to put in some permanent story trails. She met with Barlow and looked at all the bikes. Some of them look great and others need some TLC. Some of them may not make it back out on the streets. They did a scavenger hunt app and got into all of the parks. About 30 families are really active in it. She had a challenge where they take a garbage sack to each park and fill it up with garbage and send in a picture. She thinks the ideas of doing a park campaign is amazing and she would be happy to work with Farnsworth on that. She took over Trunk or Treat and changed it to a Drive Thru Boo with different booths set up and will hand out an activity bag at the end. It will be a ticketed event because of COVID and price will be really low and will be from noon to 4:00 on Halloween and want them to dress up. It will be in back parking lot of the Rec Center and people will stay in their cars.

7. McCormick All - Inclusive Playground Equipment

See Councilor's report.

8. Master Plan List Additions

Pettit said she is making some changes to page 32 so they can talk about it next month.

DISCUSSION ITEMS

Blumenthal said he is hoping to have work party next month. They are hoping to get plants with a grant the got from the Portland Garden Club and talked to a local nursery about what they can get. It should be easy to stay socially distant and a lot of the planting will be along new trail.

Pettit said they are having a work party at Dalton Lake with SOLV Sept. 26, 9-12 to collect garbage and work on trails at north entrance.

Dunn asked about the donated benches and Pettit said there are two donated and one is at Public Works and the other one should be there soon.

OTHER BUSINESS

ADJOURNMENT – 5:44 pm

Respectfully submitted by Sheri Ingram

City of St. Helens

Library Board

Minutes from Monday, September 14, 2020

St. Helens Public Library via ZOOM

Members Present

Becky Bean Dan Davis Melisa Gaelrun-Maggi, Vice Chair Amanda Heynemann, Chair **Members Absent**

Lisa Beardslee Patrick Birkle Margie Stanko

Councilors in Attendance

Stephen Topaz

Guests

Staff Present

Margaret Jeffries, Library Director Dan Dieter, Library Board Secretary

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CALL MEETING TO ORDER: The meeting was called to order at 7:23pm by Chair Heynemann.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: N/A

PREVIOUS MEETING MINUTES: Minutes were reviewed and approved.

VOTE FOR VICE-CHAIR: The group discussed electing Member Stanko as Vice-Chair, but not motion was made due to her absence.

LIBRARY DIRECTOR'S REPORT: Trunk or Treat: Director Jeffries stated that an email was sent out concerning the annual Trunk or Treat event. This year will be run by the Recreation Department and will have a different look because of COVID-19 restrictions. There will be 500 tickets for 500 'treat' bags that will be distributed after participants drive by and view a lineup of decorated vehicle trunks or booths. At the end of the line, volunteers will hand out the bags. Chair Gaelrun-Maggi suggested that the items for the Library's bag should be special. The group discussed some of the ways that might be considered in decorating our vehicle. **Minimum Conditions for Public Libraries in Oregon:** Director Jeffries described the Minimum Conditions for Public Libraries in Oregon — a result of legislation enacted by our State Legislature. The

requirements include many things, from submitting statistical reports, i.e., reports for item circulation and program participation, to making policies available to the public, Director Jeffries wanted to inform the Board that while we have all of the required policies, some are still informal and need to be updated before they can be made available. Director Jeffries asked the Board to specifically consider our Collection Development Policy, as that policy contains a section on material challenges, which is when a request to reconsider library materials is received. The policy should describe the process for making a material reconsideration request, and Director Jeffries asked the board to consider having the process include possible resolution at the local library level, then through a process of escalation, to the Library Board and finally to the City Council. This process would allow any potential request to be resolved quickly by Library staff before an appeal is made to have the request heard by the Library Board and again to the City Council. The group discussed the request process and agreed that resolution should start with Library staff, and if unresolved, move to the Library Board, and finally to the City Council. **General News:** Director Jeffries stated that the sidewalk for access to the Makerspace has been completed, and we are now waiting on the door hardware and the ceiling tile replacement. The courtyard gate and fence were removed and reinstalled with 'sleeves' to make it easier to be removed the next time. Curbside services are working well. Because of the recent air quality issues, N95 masks have been available for staff while in the building. We are currently working on a design that will allow 6 public computers to be available for public computer use. We have had the Arts Guild and the Writers Guild in the building for their meetings, and we had a request for use of the auditorium for a few members of the ukulele group who want to make some recordings. Youth Librarian Kolderup has been doing pop up 'storytimes in the park', however, this might change when the weather gets worse. She has been working with Shanna Duggan at the Rec Center to create outreach activities. We have been getting good feedback from patrons who have been taking advantage of the services that are available.

CITY COUNCILOR'S REPORT: Councilor Topaz stated that the schools were open and then closed again, and that many people are getting cabin fever. Also,P that the Macy's Day Parade will not happen this year.

BOARD MEMBER CONCERNS / COMMENTS / QUESTIONS: Director Jeffries asked Chair Gaelrun-Maggi about the Book Club schedule and wanted to follow up with ideas about how to generate more interest in the club. Chair Gaelrun-Maggi stated that she would contact Member Stanko about becoming the next Vice-Chair.

SUMMARIZE ACTION ITEMS: The election of a Vice-Chair needs to be on the next agenda. The Book Club needs to consider holding their next meeting online.

NEXT MEETING: The next regularly scheduled meeting will be Monday, October 12, 2020 at 7:15 p.m. via Zoom.

ADJOURNMENT: Chair Gaelrun-Maggi adjourned the meeting at 8:50 pm.

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Respectfully submitted by:				
Library Board Secretary, Dan Dieter				

2019-2020 Library Board Attendance Record

P=Present E=Excused Absence U=Unexcused Absence

Date	Bean	Beardslee	Birkle	Davis	Gaelrun-Maggi	Heynemann	Stanko	VACANT	VACANT
07-10-2020				Me	eting Cancelle	ed			
08-10-2020	Р	Р	Р	Е	Р	Р	Е		
09-14-2020	Р	E	E	Р	Р	Р	E		
10-12-2020									
11-13-2020									
12-14-2020									
01-11-2021									
02-08-2021									
03-08-2021									
04-12-2021									
05-10-2021									
06-14-2021									



Request for Qualifications

St. Helens Riverwalk Design, Construction, and Permit Documents

https://www.sthelensoregon.gov/waterfront

https://www.sthelensoregon.gov/rfps



CITY OF ST. HELENS, OREGON REQUEST FOR QUALIFICATIONS DESIGN, CONSTRUCTION AND PERMIT DOCUMENTS FOR THE ST. HELENS RIVERWALK

The City of St. Helens, Oregon is seeking qualifications from licensed professional Architecture and Engineering firms with the intent of contracting to submit all necessary permit applications and prepare design and construction documents, specifications, work schedules, construction cost estimates, and construction management services for the St. Helens Riverwalk Project along the Columbia River in St. Helens, Oregon.

Request for Qualifications (RFQ) packets may be obtained by visiting our website at https://www.sthelensoregon.gov/rfps or by emailing jdimsho@ci.st-helens.or.us.

Questions regarding this RFQ should be directed to Jennifer Dimsho at (503) 366-8207 or by email at jdimsho@ci.st-helens.or.us.

Sealed responses for this RFQ will be received by the City Administrator up to 3 p.m. on **Tuesday, December 8, 2020**. Responses delivered later will not be accepted. The City of St. Helens is not responsible for delays in delivery.

All responses that are mailed through the USPS shall be addressed to the John Walsh, City Administrator at 265 Strand Street, St. Helens, OR 97051. Hand-delivered responses shall be delivered to City Hall at 265 Strand Street, St. Helens, OR 97051 by appointment only. To make an appointment to deliver a response, call City Hall at (503) 397-6272.

All responses shall be placed in a sealed envelope which is clearly marked "St. Helens Riverwalk Project." **Responses by email or by fax will not be accepted.**

The City of St. Helens reserves the right to cancel this request or reject any and all proposals submitted or to waive any minor formalities of this call if in the judgment of the City Council the best interest of the City would be served.

John Walsh St. Helens City Administrator

1. INTRODUCTION

St. Helens is a growing community of over 13,000 people located 30 miles north of Portland along U.S. 30. City leaders and community members recognized the need for a change on the waterfront when two large wood product industries left the community after years of declining profitability. Following the closures, the City was left with hundreds of acres of industrial brownfields located on the Columbia River. As underutilized riverfront property with stunning views, these properties provide an incredible opportunity to transform the future of the City.

With the intention of facilitating redevelopment in the community's best interest, the City leadership made the bold decision to purchase the properties in 2015. One of these properties is referred to as "the Veneer Property" due to its prior use as a wood veneer plant. This property is positioned in an area prime for mixed-use redevelopment as a natural extension of the City's historic downtown. There is interest from a developer in the northern two-thirds of the 22-acre site. The developer envisions the first phase as 55 mixed-use living units with retail on the bottom floor, followed by a high-end boutique hotel with 125 rooms with a restaurant and spa facility totaling over \$50 million in reinvestment. In order to move these redevelopment projects forward, the City has been working to secure funding to develop the street extensions, utilities, and public access to the river.

At the north end of the Veneer Property is one of the City's most popular parks, Columbia View Park. Columbia View Park (0.9 acres) is in the heart of downtown St. Helens, adjacent to the County's most iconic building, the historic County Courthouse. The park provides public access to the Courthouse Docks and access to the Columbia River. From the park's viewing platform, the community enjoys stunning views of views of Mt. St. Helens and Mt. Hood. The park offers panoramic views of the Columbia River, Sauvie Island, the Multnomah Channel, the Lewis River, the Lake River, and the City's popular Sand Island Marine Park. The park is a hub for community events, which are hosted at a gazebo stage structure with amphitheater-style seating constructed into the hillside. These events include a summer concert series, a 4th of July fireworks show, Christmas ships parade viewing, and private events like weddings. Other existing Columbia View Park amenities include ADA restrooms with showers, a playground and splash pad, a large elevated picnic table area, and various public art and historic interpretive plaques.

Through public engagements efforts which largely began in 2014, the City heard from residents that well-designed public access infrastructure along the Columbia River was the most important component of the redevelopment of the Veneer Property. By leveraging grant funds and a low-interest loan through the state of Oregon, the City is requesting qualifications for the design and implementation of the first phase of the public access along the river. Also included in this project is the design of the new Columbia River Park Amphitheater, which will replace the existing gazebo stage structure.

Running parallel with this project is an RFQ for the design and engineering of the streets and utility extensions onto the Veneer Property. The selected firm for this RFQ will be expected to coordinate on the street design to ensure seamless pedestrian connections between the designs.

2. PROPOSED TIMELINE

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a consultant for the St. Helens Riverwalk Design, Construction, and Permit Documents. This schedule is subject to change if it is in the City's best interest to do so.

Advertisement of Request for Proposal	October 22, 2020
Deadline for Consultants to Submit Questions or Changes	November 20, 2020
Last Date to Issue Addenda	December 1, 2020
Deadline to Submit Qualifications	December 8, 2020
Evaluation of Qualifications: Shortlist	December 14, 2020
Presentations/Interviews of Shortlist	Week of January 11, 2021 (TBD)
Refinement of Scope of Work	January 27, 2021
Award of Contract	February 3, 2021
Commencement of Contract	February 5, 2021
Completion of Design Services	Fall 2021
Construction Bid	Fall/Winter 2021
Construction Completion*	January 2023*

^{*}This project is funded in part by a grant from the Oregon Parks & Recreation Department (OPRD) Land & Water Conservation Fund (LWCF). This grant requires that construction be completed two years from the notice to proceed, which is anticipated in January 2021. This means construction must be completed by January 2023, unless notice to proceed is delayed by the state.

2. SCOPE OF WORK

The St. Helens Riverwalk Project ("the Project") is one of the most important public infrastructure projects in the City's history. The Project serves as the backbone and economic driver for the greater Riverfront Redevelopment Project. The City expects the selected firm to be able to design a stunning at- and over-water experience that is completely unique to St. Helens. This project will extend Columbia View Park which is the most popular community gathering space for annual events, serve as an economic driver for the region by drawing in tourists who will support local business and support further waterfront redevelopment, and most importantly, reconnect the St. Helens community to the Columbia River.

All conceptual project plans for this Project have been included in **Attachment C**. These conceptual plans are not binding. **The City expects that these conceptual project plans will change with further refinement and documentation of existing site conditions.** A survey of

Columbia View Park from 2008 is included as **Attachment D.**

The St. Helens Riverwalk Project consists of:

- 1. All tasks associated the preparation of full plans, specifications, estimates, permitting, and bid assistance for the Riverwalk Project Phase I.
- 2. All tasks associated with the preparation of full plans, specifications, estimates, permitting, and bid assistance for the Columbia View Park Amphitheater, which will replace the existing gazebo stage structure adjacent to the Riverfront Project Phase I.
- 3. Preparation of plans, specifications, and estimates for the Riverwalk Project Phase II at a 30 percent design.
- 4. Construction management services for Riverwalk Phase I and Columbia View Park Amphitheater

2.1. Riverwalk Phase I (100% design)

The Contractor will create an innovative and unique design for public access at and along the Columbia River's bank. The design may incorporate any combination of cantilevered boardwalk structures, hard surface paths, and overlooks within Columbia View Park. The extent of Phase I includes all areas along the Columbia River in the existing park, and a small section on the Veneer Property south of Columbia View Park. Riverwalk Phase I design should include connections to existing interior park sidewalks and amphitheater (see below). The approximate length of Phase I is 310 feet.

The combination of boardwalk and pathways will need to be fully ADA-compliant and wide enough to accommodate two-way pedestrian and bicycle traffic. Other Riverwalk Phase I project elements may include bank stabilization and rip-rap repair where needed, and riparian restoration areas along the bank. The City expects the design to include lighting, railing, furnishings, and areas for public art and interpretive signage. Phase I will transition into an inland path with riparian landscaping along the bank of the Columba River before transitioning into Phase II.

2.2. Columbia View Park Amphitheater (100% design)

The Contractor will design a new stage to replace the gazebo stage structure that utilizes the existing Columbia View Park Amphitheater seating which has been constructed into the hillside of the park. The architectural features of the new amphitheater structure and Riverwalk Phase I should be designed as cohesive park elements. The existing interior park sidewalks may need to be reconfigured to accommodate the new amphitheater structure location and design.

The new amphitheater structure should be designed to minimize visual obstruction of the Columbia River. There is desire for the new amphitheater to include an elevated stage, accommodate an area for dancing, consider on-site equipment storage options, and be designed for quality sound amplification. Events that currently use the Columbia View Amphitheater include concerts, weddings, receptions, community events, large picnic

gatherings, a 4th of July fireworks celebration, and more.

2.3. Riverwalk Phase II (30% design)

The Riverwalk Phase II Project will extend Phase I to the existing street network of Plymouth Street to the south which is approximately 2,780 feet from Phase I. The City expects Phase II to include additional overlooks, areas for cantilevered boardwalk, and/or pedestrian access down to the river. Phase II design will need to plan for an unknown public/private development interface on the Veneer Property. Phase II design will require coordination with the firm selected to design the roadway connections on the Veneer Property. The design will need to include a typical pedestrian connection design to the future roadway, although these exact connection locations may be unknown.

2.4. Permitting

The selected firm shall identify and prepare all documents necessary to comply with all local, state and federal regulations, including environmental. Potential permitting and approval agencies include but are not limited to:

- Federal agencies such as the US Army Corps of Engineers
- State agencies such as the Oregon Department of State Lands, the Oregon Department of Fish and Wildlife, Department of Environmental Quality and any other agencies governing waterways or habitat areas
- The City of St. Helens Building Department
- The City of St. Helens Planning Department
- The City St. Helens Public Works Department

2.5. Public Involvement

There is already a high level of community support for this project. The selected Consultant shall work with the City Communications Team, as identified by the City Administrator, to prepare a Public Involvement Plan which will help ensure project success. The Plan should include up to two outreach events (digital or in-person meetings and/or online surveys) to communicate progress and gather limited input on the final design. The main goal will be to educate the community on the design and the construction timeline. Whether the outreach takes the form of in-person meetings or digital meetings, the selected firm will be expected to create presentation documents, methods of gathering input, and provide staff support during the meetings.

City staff expects to contribute support in the form of preparing press releases, social media posts, and outreach via the City's other usual communication platforms. City staff will also present the proposed design documents (as prepared by the selected firm) to the City's volunteer Parks & Trails Commission and Planning Commission and relay feedback generated back to the selected Consultant for consideration.

2.6. Construction Management Services

During construction, the Consultant shall provide construction management services including, but not limited to, the following tasks:

- Prepare an agenda and facilitate the pre-construction meeting.
- Interpret construction contract plans and specifications as requested by the Contractor or the City.
- Review monthly progress and payment request.
- Review change order documents as required.
- Provide consultation for construction contract administration issue.
- Conduct daily site visits as necessary and prepare daily inspection reports.
- Maintain a redlined set of construction drawings indicating any changes to the original design.
- Prepare record drawings at the completion of the construction.

2.7. Proposed Budget

The City's proposed budget, including design, engineering, permit, and construction for Riverwalk Phase I, the Columbia View Park Amphitheater, and a 30% design for Riverwalk Phase II is \$1.75 million. Riverwalk Phase II will be constructed in a future phase.

3. PROJECT TEAM

All conceptual documents that the City has prepared for this Project have been included in **Attachment C.** These conceptual documents are subject to change with further documentation of the site conditions and vetting of the project design. A survey of Columbia View Park from 2008 which includes Ordinary High Water has been included in **Attachment D**. It is expected that the Contractor prepare a Project Team with qualifications in the following areas:

- Landscape Architecture
- Surveying
- Geotechnical Engineering
- Civil / Structural Engineering
- Electrical Engineering
- Environmental (as/if needed)
- Public Involvement
- In-Water Permitting (Pacific Northwest preferred)
 Note: City expects impacts within Ordinance High Water
- Any other experts deemed necessary to complete the work as required

4. SUBMITTAL PROCEDURE

Consultants are encouraged to provide clear, concise proposals that contain only information required to respond to the needs of this project. Proposals shall be type written with the body text consisting of at least 12-point. Proposals shall be double sided. One page is one side of a single $8\frac{1}{2}$ x 11" sheet.

Proposals should be prepared simply and economically, providing a straightforward, concise

presentation of the information requested.

Please submit **eight (8)** copies of the proposal. Sealed responses will be received at City Hall up to the hour of **3:00 p.m.**, **Tuesday**, **December 8**, **2020**.

Responses delivered later will not be accepted. The City of St. Helens is not responsible for delays in delivery. All responses shall be placed in a sealed envelope, which is clearly marked "St. Helens Riverwalk Project". **Responses by email or fax will not be accepted.**

Hand Delivery or by Mail

City of St. Helens 265 Strand Street St. Helens, OR 97051 ATTN: John Walsh, City Administrator

4.1. Acceptance, Rejection, or Award of Proposals

The City reserves the right to cancel the contract award for the Project at any time before the execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of contract award. The City reserves the right to:

- Accept or reject any or all proposals received as a result of this RFQ
- To negotiate contract terms with qualified Consultant
- Take into consideration any or all information supplied by the Consultant in his/her
 proposal and the City's investigation into the experience and responsibility of the
 Consultant. In addition, the City may accept or reject proposals based on minor
 variations from the stated specifications, when such action is deemed to be in the City's
 best interest. Further, the City reserves the right to waive informalities in the submitted
 qualifications
- Award a contract to that respondent the City determines to be the most responsible and responsive to this RFQ. The successful Consultant shall commence work only after an agreement with the City is negotiated, a contract fully executed, and a notice to proceed has been issued

The City reserves the right to reject any or all responses received as a result of this Request for Qualifications. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- Failure of the Consultant to adhere to one or more of the provisions established in the Request for Proposals.
- Failure of the Consultant to submit a response in the format specified herein.
- Failure of the Consultant to submit a response within the time requirements established herein.

 Failure of the Consultant to adhere to ethical and professional standards before, during, or following the process.

The City may reject any response not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all responses upon a finding of the City that it is in the public interest to do so.

4.2. Cost of Preparing Proposals

The City is not liable for any costs incurred by a Consultant in the preparation and/or presentation of a Proposal. The City is not liable for any cost incurred by a Consultant in protesting the City's selection decision.

4.3. Changes to Solicitation by Addenda

The City reserves the right to make changes to the RFQ by written addendum. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by Addenda.

Addenda, if necessary, will be issued on the City's website, www.sthelensoregon.gov/rfps not later than seven (7) days prior to the RFQ closing date. The City will not mail notice of addenda but shall publish notice of any addenda on the City's website. It is the responsibility of the Consultant to check the webpage for any posted addenda and ensure that the submitted proposal includes said addenda. Questions must be received no later than November 20, 2020. Questions shall be submitted to Jennifer Dimsho at jdimsho@ci.st-helens.or.us or 503-366-8207.

Consultants are advised to check the City's website regularly for addenda. A prospective Consultant may request a change in the RFQ by submitting a written request via email to jdimsho@ci.st-helens.or.us The request must specify the provision of the RFQ in question and contain an explanation of the requested change. All requests for changes to the RFQ must be submitted to the City no later than fourteen (14) calendar days prior to the RFQ closing date.

The City will evaluate any request submitted but reserves the right to determine whether to accept the requested change. Changes that are accepted by the City shall be issued in the form of an addendum to the RFQ.

All addenda shall have the same binding effect as though contained in the main body of the RFQ. No verbal instructions or information concerning the scope of work shall bind the City. Each Consultant is responsible for obtaining all addenda prior to submitting a Proposal. Receipt of each addendum shall be acknowledged on the Proposal Signature Page **Attachment A** as part of the Proposal.

5. SUBMITTAL CRITERIA

These instructions were developed to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the

proposal package must include all the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process. Each proposal shall not exceed the maximum number of pages for each section below.

- A. Cover Letter (1 Page Maximum). Describe the firm, address, telephone number, e-mail address, and the name of the primary project contact. Define lead entity and team members and highlight key components of the team's vision for the project. Indicate the physical location of the office where contract services are to be performed. The letter shall name the person(s) authorized to represent the consultant in any negotiations and the name of the person(s) authorized to sign any contract or agreement, which may result. The letter of interest must be signed by a legal representative of the Consultant firm or institution, authorized to bind the firm or institution in contractual matters. A statement in the letter shall specifically stipulate that the consultant accepts all terms and conditions contained in the RFP and the Personal Services Agreement (Attachment B).
- B. **Project Understanding (1 Page Maximum)**. Include information demonstrating your understanding of the Project and the issues that you feel are critical for successful project completion. Identify Project opportunities and constraints.
- C. Project Team (4 Page Maximum). Describe the team you plan to assemble for the project and the roles that each member of the team has. Identify the primary contact for the project. Describe how each member of the team (both the firm and individual) will contribute to the successful completion of the project, by listing specific similar projects that each member has worked on. Describe who will be responsible to perform the various tasks, the amount of their involvement (in a specific percentage), and their qualifications. Project team qualifications related to the following topics are considered similar/relevant experience:
 - ✓ Boardwalk/Waterfront Trails
 - ✓ Public/Private Interface
 - ✓ Waterfront Amphitheaters/Stages
 - ✓ Waterfront Park Design
 - ✓ Riparian Habitat Restoration
 - ✓ Projects with Geographic Proximity
 - ✓ Detailed Cost Estimation
 - ✓ Construction Management of Similar Projects

Consultant may submit individual resumes of key staff for this project. Individual resumes are considered an attachment to the Proposal and are not subject to page limitations of this section. However, *please limit each resume length to one page*.

- D. Project Approach (4 Page Maximum). The proposal should contain a detailed scope of services and technical approach to meet the objectives outlined in Section 2. This section shall include:
 - ✓ Description of the tasks and activities, the methodology that will be used to accomplish them, and which team members will work on each task.

- ✓ Description of the public engagement strategy.
- ✓ Description of the deliverables that would result from each task and activity
- ✓ Assessment of permitting process, as well an approach to scoping any necessary tasks and studies which may not be determined at this time.
- ✓ Identification of points of input and review with staff and the public.
- ✓ Estimated timeline to complete each task. A graphic demonstrating the timeline is encouraged.
- E. **Relevant Experience (5 Page Maximum)**. Provide summaries of no more than **five** projects of similar size and scope that you feel best highlight your specific qualifications. Provide basic data relative to the firm's size, history, personnel, general credits, qualifications, and certifications if relevant. Individual resumes, awards, associations, etc., should be included within this section. Why is your firm the best firm to select for this Project?
- F. **City Involvement (1 Page Maximum)**. Provide a statement outlining anticipated involvement of City staff.
- G. **References (2 Pages Maximum).** Submit name, email, and phone numbers for **five** public clients (preferably for waterfront-related projects).
- H. **Proposal Signature Page.** Attachment A to be signed as acknowledgement of any addendums to this RFQ.

6. PROPOSAL SELECTION AND EVALUATION

The City will assign a committee made up of City Council, City staff, and community members to score, interview, and select the most qualified firm.

The committee will use the following selection process:

- 1. The RFQ will be reviewed and evaluated using the evaluation criteria below.
- 2. A short list of qualified candidates will be compiled.
- 3. The short-listed candidates will be invited to give a presentation and participate in an interview session with the selection committee. Interviews are tentatively scheduled for the week of January 11, 2021.
- 4. The committee will evaluate the short-listed candidates using the same evaluation criteria as the initial criteria.

This process should result in a recommendation to the City Council for their final decision by February 3, 2021. Once a final selection has been made, the City and the chosen consultant shall work jointly to refine a detailed scope of work and contract for services.

6.1. Evaluation Criteria

The criteria listed below will be used to evaluate the proposals and determine the short list of

candidates, and once presentations/interviews have been held, to determine the most qualified firm.

Project Understanding (5 points) – Evaluation of the Consultant's project understanding. Attention will be given to the Consultant's analysis of Project opportunities and constraints. How did the Consultant address and issues that are critical for successful project completion?

Project Approach (10 points) - Evaluation of consultant's project approach to accomplish the tasks and deliverables set forth in the Scope of Work. Attention will be given to methodologies that will be used to accomplish the work, including permitting processes, public involvement, and the order and timeline of deliverables.

Project Team & Relevant Experience (15 points) - Evaluation of Project Team's special area of expertise and the quality and relevancy of the projects listed as experience. Review of identified staff roles and specialty skills to ensure they are consistent with project needs. A review of the Consultant's references and proven experience with similar size and scope projects and public agencies. If sub-consultants are proposed, what track record of successful partnership exists?

Capacity of the Firm (5 points) - Review of the Consultant's level of staff time dedicated to the work, the proposed timeline for feasibility, quality of the consultant's completed deliverables on past projects and the quality of service the firm. Evaluate the ability of the firm to respond quickly to tasks and challenges that may arise out of the Project. Are there other projects that may take away from the firm's capacity to complete the project on time?

ATTACHMENT A - PROPOSAL SIGNATURE PAGE

The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Personal Services Contract, and associated inclusions and references, specifications, Proposal Form, Consultant response, mutually agreed clarifications, exceptions which are acceptable to the City, and all other Consultant submittals.

The undersigned hereby certifies and represents that the Consultant:

- has examined and is thoroughly familiar with the Request for Proposal
- has examined and is thoroughly familiar with the Personal Services Contract, and agrees to accept the contract terms, and execute such contract upon award
- understands that the City reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the City
- understands that all information included in, attached to, or required by this RFQ shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

Receipt of Addenda		
Consultant acknowledges that ADDENDA have been reviewed as part of the Reques		THROUGH
Signature		
The Consultant hereby certifies that the in representations is accurate, complete, and		ese certifications and
CONSULTANT FIRM NAME		
CONTACT PERSON		
MAILING ADDRESS, CITY, STATE, AND ZIP CODE		
FIRM TELEPHONE NUMBER CONTACT PER	RSON TELEPHONE EMAIL	ADDRESS
PRINT NAME AND TITLE OF FIRM'S	SIGNATURE OF FIRM'S AUTHO	RIZED DATE
AUTHORIZED REPRESENTATIVE	REPRESENTATIVE	

ATTACHMENT B - PERSONAL SERVICES AGREEMENT (SAMPLE)

CITY OF ST. HELENS PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the City of St. Helens (the "City"), an Oregon municipal corporation, and ("Contractor").
RECITALS
A. The City is in need of consulting services to, and Contractor is qualified and prepared to provide such services.
B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.
AGREEMENT
1. Engagement. The City hereby engages Contractor to provide services ("Services") related to, and Contractor accepts such engagement. The principal contact for Contractor shall be, phone
2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.
3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on . The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.
4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment C.
5. Payment.
5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be

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

- **5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.
- **5.3** The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.
- **5.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.
- **5.5** Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.
- **6. Document Ownership.** Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.
- **7. Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

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

CONTRACTOR:

CONTRACTOR:	

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

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in

accordance with generally accepted standards of professional practice for the intended use of the project.

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

10. Insurance.

- 10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.
- 10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.
- 10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.
- 10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).
- 10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.
- 11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.
- 12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.
- **13. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.
- **14. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

- 15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.
- **16. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

- 17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.
- 17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.
- 17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.
- 17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.
- 17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No.____]
- **18.** Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.
- 19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.
- **20.** Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

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

22. Default.

- **22.1** A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.
- **22.2** Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.
- 22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.
- **22.4** If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.
- 23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

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

- 24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.
- **24.3** This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.
- **25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.
- **26.** Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

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

CITY:	CONTRACTOR:	
CITY OF ST. HELENS Council Meeting Date:		
Signature:		
Print:Title:		
Date:		
	Date:	

Item #8.

PERSONAL SERVICES AGREEMENT (SAMPLE) ATTACHMENT A SCOPE OF WORK

[TBD]

PERSONAL SERVICES AGREEMENT (SAMPLE) ATTACHMENT B INSURANCE REQUIREMENTS

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

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

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation. Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

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.

Item #8.

PERSONAL SERVICES AGREEMENT (SAMPLE) ATTACHMENT C COMPENSATION

[TBD]

ATTACHMENT C - CONCEPTUAL PROJECT PLANS

- 1. Phase I Detailed
- 2. Phase II Detailed
- 3. Cross Section Cantilevered Boardwalk
- 4. Cross Section Inland Trail
- 5. Street Extensions



Request for Qualifications

S. 1st and Strand Streets, Road and Utility Extensions

Design, Construction, and Permit Documents

https://www.sthelensoregon.gov/waterfront

https://www.sthelensoregon.gov/rfps



CITY OF ST. HELENS, OREGON REQUEST FOR QUALIFICATIONS DESIGN, CONSTRUCTION AND PERMIT DOCUMENTS FOR THE S. 1st AND STRAND STREETS, ROAD AND UTILITY EXTENSIONS

The City of St. Helens, Oregon is seeking qualifications from licensed professional Engineering firms with the intent of contracting to submit all necessary permit applications and prepare design and construction documents, specifications, work schedules, construction cost estimates, and construction management services for the S. 1st and Streets, Road and Utility Extension Project in St. Helens, Oregon.

Request for Qualifications (RFQ) packets may be obtained by visiting our website at https://www.sthelensoregon.gov/rfps

Questions regarding this RFQ should be directed to Sue Nelson at (503) 366-8223, email suen@ci.st-helens.or.us or Jenny Dimsho at (503) 366-8207, email jdimsho@ci.st-helens.or.us

Sealed responses for this RFQ will be received by the City Administrator up to 3 p.m. on **Tuesday, December 8, 2020**. Responses delivered later will not be accepted. The City of St. Helens is not responsible for delays in delivery.

All responses that are mailed through the USPS shall be addressed to the John Walsh, City Administrator at 265 Strand Street, St. Helens, OR 97051. Hand-delivered responses shall be delivered to City Hall at 265 Strand Street, St. Helens, OR 97051 by appointment only. To make an appointment to deliver a response, call City Hall at (503) 397-6272.

All responses shall be placed in a sealed envelope which is clearly marked "S. 1st Street and Strand Street Extension Project." **Responses by email or by fax will not be accepted.**

The City of St. Helens reserves the right to cancel this request or reject any and all proposals submitted or to waive any minor formalities of this call if in the judgment of the City Council the best interest of the City would be served.

John Walsh St. Helens City Administrator

1. INTRODUCTION

St. Helens is a growing community of over 13,000 people located 30 miles north of Portland along U.S. 30. City leaders and community members recognized the need for a change on the waterfront when two large wood product industries left the community after years of declining profitability. Following the closures, the City was left with hundreds of acres of industrial brownfields located on the Columbia River. As underutilized riverfront property with stunning views, these properties provide an incredible opportunity to transform the future of the City.

With the intention of facilitating redevelopment in the community's best interest, the City leadership made the bold decision to purchase the properties in 2015. One of these properties is referred to as "the Veneer Property" due to its prior use as a wood veneer plant. This property is positioned in an area prime for mixed-use redevelopment as a natural extension of the City's historic downtown. There is interest from a developer in the northern two-thirds of the 22-acre site. The developer envisions the first phase as 55 mixed-use living units with retail on the bottom floor, followed by a high-end boutique hotel with 125 rooms with a restaurant and spa facility totaling over \$50 million in reinvestment. In order to move these redevelopment projects forward, the City has been working to secure funding to develop the street extensions, utilities, and public access to the river.

Through public engagements efforts which largely began in 2014, the City heard from residents that well-designed public access infrastructure along the Columbia River was the most important component of the redevelopment of the Veneer Property. This includes improving street, pedestrian, and bicycle connectivity by extending existing roadways into the Veneer Property and creating connections to existing roads, trails, and the future Riverwalk. These transportation improvements will facilitate safe access and multi-modal transportation with separate facilities for vehicles, bicyclists, and pedestrians. This is also the time to extend utilities through the site, including the relocation and potential upsizing of an existing sanitary sewer lift station.

Running parallel with this project is an RFQ for the design and engineering of the St. Helens Riverwalk project. The selected firm for this RFQ will be expected to coordinate on the Riverwalk design to ensure seamless pedestrian connections between the designs.

2. PROPOSED TIMELINE

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a consultant for the S. 1st and Strand Streets, Road and Utility Extension Project Design, Construction, and Permit Documents. This schedule is subject to change if it is in the City's best interest to do so.

Advertisement of Request for Proposal	November 5, 2020
Deadline for Consultants to Submit Questions or Changes	November 20, 2020
Last Date to Issue Addenda	December 1, 2020

S. 1st & Strand Streets, Road and Utility Extensions - Design, Construction, and Permit Documents RFQ

Deadline to Submit Qualifications	December 8, 2020
Evaluation of Qualifications: Shortlist	December 14, 2020
Presentations/Interviews of Shortlist	Week of January 11, 2021 (TBD)
Refinement of Scope of Work	January 27, 2021
Award of Contract	February 3, 2021
Commencement of Contract	February 5, 2021
Completion of Design Services	Fall 2021
Construction Bid	Fall/Winter 2021
Construction Completion	January 2023

2. SCOPE OF WORK

The S. 1st and Strand Streets, Road and Utility Extension Project ("the Project") is one of the most important public infrastructure projects in the City's history. The Project, along with the St. Helens Riverwalk project, will be instrumental in providing development opportunities for the greater Riverfront Redevelopment Project. The City expects the selected firm to be able to provide full roadway design, including alignment and cross sections; provisions for connections to trails and pathways including the future Riverwalk; public water, sanitary sewer, and storm drainage extensions and looped connections; and relocation of the existing sanitary sewer lift station currently located in S. 1st Street approximately 375 north of the southerly termination of the existing paved road. It is critical that the roadway design integrates with the Riverwalk design to ensure safe and cohesive pedestrian passages.

Conceptual project plans for this Project have been included in **Attachment C**. These conceptual plans are not binding. **The City expects that these conceptual project plans will change with further refinement and documentation of existing site conditions.**

The S. 1st and Strand Streets, Road and Utility Extension Project consists of:

- All tasks associated the preparation of full plans, specifications, estimates, permitting, and bid assistance for the S. 1st Street and Strand Street roadway extensions, interconnections, and connection with Plymouth Street at the south end of the project.
- All tasks associated with the preparation of full plans, specifications, estimates, permitting, and bid assistance for the extension of public utilities through the Veneer Property site.
- 3. All tasks associated with the preparation of full plans, specifications, estimates, permitting, and bid assistance for the relocation of the existing sanitary sewer lift station to a more centralized location on the Veneer Property site, including potential replacement of existing sanitary mains on S. 1st Street.

S. 1st & Strand Streets, Road and Utility Extensions - Design, Construction, and Permit Documents RFQ

4. Bidding assistance and construction management services for all of the abovementioned tasks.

2.1. S. 1st Street and Strand Street Extensions, Alignments

The Consultant will prepare a minimum of two potential right-of-way (ROW) alignments for the street extensions, including a list of pros and cons, illustrating the maximization of the area between the new road extension and the river by moving the ROW closer to the bluff along the west side of the property, or providing potential developable property between the bluff and the ROW by moving the road slightly closer to the river while still maintaining attractive parcels on the river side of the ROW. The conceptual alignments will include the extension of Strand Street and the intersection with the S. 1st Street extension. The City shall review these options and make a determination on which one to move forward with design.

The City expects the full street design to include sidewalks, bike lanes, on-street parking, crosswalk and intersection treatments, connections to existing and future pathways, lighting, furnishings, and potential areas for public art. Pathway connections will need to be fully ADA-compliant and wide enough to accommodate two-way pedestrian and bicycle traffic. The S. 1st Street extension includes approximately 1,720 feet of new roadway; the Strand Street extension is approximately 420 feet of new road construction.

2.2. S. 1st Street and Strand Street Extensions, Design

The Consultant will provide full construction drawings and specifications for the street extensions and tie-ins with existing streets.

The conceptual cross section for S. 1st Street was developed as part of the 2019 Riverfront Connector Plan and further refined for the (unfortunately unsuccessful) BUILD Grant application. It was conceived to have a somewhat flexible overall width of 60-80 feet. To optimize developable land on the Veneer Property, the BUILD Grant application identified the ROW width as 60-feet, with 10 foot shared travel lanes for vehicles and bicycles, 8-ft parallel parking lanes, 3.5-ft planting strips, and 8-ft sidewalks on each side.

Strand Street is closer to the Columbia River and the ROW width varies from 80 feet where it ties into the exiting portion of Strand Street, to 70 feet as it approaches the intersection with S. 1st Street. There is parking on both sides of the street, with head-in parking on the section parallel to the river based on community input expressing the desire to be able to park and watch the river pass by. The on-street parking is intended to double as booth space for the many events that are held in adjacent Columbia View Park and along the existing portion of Strand Street.

2.3. Utility Extensions and Lift Station Relocation

With the street extension plans and specifications, existing utilities in both S. 1st Street and Strand Street shall also be designed to extend along the full length of each street. These shall include looping the water mains from Strand to S. 1st, and connecting to the end of the main in

S. 1st & Strand Streets, Road and Utility Extensions - Design, Construction, and Permit Documents RFQ

Plymouth Street at the south end of the project; extending and installing new storm drainage facilities, utilizing low impact designs if/where possible, taking into account on-going maintenance requirements; and extending the sanitary sewer and relocating Sanitary Lift Station #1 to a more centralized location on the Veneer Property and re-routing the existing pressure discharge to go directly to Plymouth Street and the Wastewater Treatment Plant main inflow system to the headworks. This will also likely include construction of new mains in the existing portion of S. 1st Street to allow for gravity flow to the new lift station location.

2.4. Permitting

The selected firm shall identify and prepare all documents necessary to comply with all local, state and federal regulations, including environmental. Potential permitting and approval agencies include but are not limited to:

- Oregon Department of Environmental Quality
- The City of St. Helens Building Department
- The City of St. Helens Planning Department
- The City St. Helens Public Works Department

2.5. Public Involvement

There is already a high level of community support for this project. The selected Consultant shall work with the City Communications Team, as identified by the City Administrator, to prepare a Public Involvement Plan which will help ensure project success. The Plan should include up to two outreach events (digital or in-person meetings and/or online surveys) to communicate progress and gather limited input on the final design. The main goal will be to educate the community on the design and the construction timeline. Whether the outreach takes the form of in-person meetings or digital meetings, the selected firm will be expected to create presentation documents, methods of gathering input, and provide staff support during the meetings.

City staff expects to contribute support in the form of preparing press releases, social media posts, and outreach via the City's other usual communication platforms. City staff will also present the proposed design documents (as prepared by the selected firm) to the City's Planning Commission and City Council and relay feedback generated back to the selected Consultant for consideration.

2.6. Bid Documents and Bidding Assistance

Consultant shall prepare a bid package and contractual documents suitable for bidding of the project. This will include, but is not limited to, drawings, special provisions, specifications, and an itemized bid schedule. The Consultant will provide technical assistance during the bid process, answer project questions presented by prospective bidders, prepare addenda if necessary, and assist in evaluating bids.

2.7 Construction Management Services

During construction, the Consultant shall provide construction management services including, but not limited to, the following tasks:

- Prepare an agenda and facilitate the pre-construction meeting
- Interpret construction contract plans and specifications as requested by the Contractor or the City
- Review monthly progress and payment request
- Review change order documents as required
- Provide consultation for construction contract administration issue
- Conduct daily site visits as necessary and prepare daily inspection report.
- Conduct project progress meetings with the City and Contractor as necessary
- Maintain a redlined set of construction drawings indicating any changes to the original design
- Prepare record drawings at the completion of the construction

2.7. Proposed Budget

The City's proposed budget, including design, engineering, permit, and construction for the S. 1st and Strand Streets, Road and Utility Extension Project is \$10 million.

3. PROJECT TEAM

All conceptual documents that the City has prepared for this Project have been included in **Attachment C.** These conceptual documents are subject to change with further documentation of the site conditions and vetting of the project design. A survey of Columbia View Park from 2008 which includes Ordinary High Water has been included in **Attachment D**. It is expected that the Consultant prepare a Project Team with qualifications in the following areas:

- Civil Engineering
- Landscape Architecture
- Surveying
- Geotechnical Engineering
- Environmental (if needed)
- Public Involvement
- Any other experts deemed necessary to complete the work as required

4. SUBMITTAL PROCEDURE

Consultants are encouraged to provide clear, concise proposals that contain only information required to respond to the needs of this project. Proposals shall be type written with the body text consisting of at least 12-point. Proposals shall be double sided. One page is one side of a single 8 ½" x 11" sheet.

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Proposals should be prepared simply and economically, providing a straightforward, concise presentation of the information requested.

Please submit **eight (8)** copies of the proposal. Sealed responses will be received at City Hall up to the hour of **3:00 p.m.**, **Tuesday**, **December 8**, **2020**.

Responses delivered later will not be accepted. The City of St. Helens is not responsible for delays in delivery. All responses shall be placed in a sealed envelope, which is clearly marked "S. 1st and Strand Streets, Road and Utility Extension Project". **Responses by email or fax will not be accepted.**

Hand Delivery or by Mail

City of St. Helens 265 Strand Street St. Helens, OR 97051 ATTN: John Walsh, City Administrator

4.1. Acceptance, Rejection, or Award of Proposals

The City reserves the right to cancel the contract award for the Project at any time before the execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of contract award. The City reserves the right to:

- Accept or reject any or all proposals received as a result of this RFQ
- To negotiate contract terms with qualified Consultant
- Take into consideration any or all information supplied by the Consultant in his/her
 proposal and the City's investigation into the experience and responsibility of the
 Consultant. In addition, the City may accept or reject proposals based on minor
 variations from the stated specifications, when such action is deemed to be in the City's
 best interest. Further, the City reserves the right to waive informalities in the submitted
 qualifications
- Award a contract to that respondent the City determines to be the most responsible and responsive to this RFQ. The successful Consultant shall commence work only after an agreement with the City is negotiated, a contract fully executed, and a notice to proceed has been issued

The City reserves the right to reject any or all responses received as a result of this Request for Qualifications. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- Failure of the Consultant to adhere to one or more of the provisions established in the Request for Proposals.
- Failure of the Consultant to submit a response in the format specified herein.

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- Failure of the Consultant to submit a response within the time requirements established herein.
- Failure of the Consultant to adhere to ethical and professional standards before, during, or following the process.

The City may reject any response not in compliance with all prescribed public procurement procedures and requirements and may reject for good cause any or all responses upon a finding of the City that it is in the public interest to do so.

4.2. Cost of Preparing Proposals

The City is not liable for any costs incurred by a Consultant in the preparation and/or presentation of a Proposal. The City is not liable for any cost incurred by a Consultant in protesting the City's selection decision.

4.3. Changes to Solicitation by Addenda

The City reserves the right to make changes to the RFQ by written addendum. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by Addenda.

Addenda, if necessary, will be issued on the City's website, www.sthelensoregon.gov/rfps not later than seven (7) days prior to the RFQ closing date. The City will not mail notice of addenda but shall publish notice of any addenda on the City's website. It is the responsibility of the Consultant to check the webpage for any posted addenda and ensure that the submitted proposal includes said addenda. Questions must be received no later than November 20, 2020. Questions shall be submitted to Sue Nelson at suen@ci.st-helens.or.us or 503-366-8223, or to Jennifer Dimsho at jdimsho@ci.st-helens.or.us or 503-366-8207.

Consultants are advised to check the City's website regularly for addenda. A prospective Consultant may request a change in the RFQ by submitting a written request via email to suen@ci.st-helens.or.us The request must specify the provision of the RFQ in question and contain an explanation of the requested change. All requests for changes to the RFQ must be submitted to the City no later than fourteen (14) calendar days prior to the RFQ closing date.

The City will evaluate any request submitted but reserves the right to determine whether to accept the requested change. Changes that are accepted by the City shall be issued in the form of an addendum to the RFQ.

All addenda shall have the same binding effect as though contained in the main body of the RFQ. No verbal instructions or information concerning the scope of work shall bind the City. Each Consultant is responsible for obtaining all addenda prior to submitting a Proposal. Receipt of each addendum shall be acknowledged on the Proposal Signature Page **Attachment A** as part of the Proposal.

5. SUBMITTAL CRITERIA

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These instructions were developed to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the proposal package must include all the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process. Each proposal shall not exceed the maximum number of pages for each section below.

- A. Cover Letter (1 Page Maximum). Describe the firm, address, telephone number, e-mail address, and the name of the primary project contact. Define lead entity and team members and highlight key components of the team's vision for the project. Indicate the physical location of the office where contract services are to be performed. The letter shall name the person(s) authorized to represent the consultant in any negotiations and the name of the person(s) authorized to sign any contract or agreement, which may result. The letter of interest must be signed by a legal representative of the Consultant firm or institution, authorized to bind the firm or institution in contractual matters. A statement in the letter shall specifically stipulate that the consultant accepts all terms and conditions contained in the RFP and the Personal Services Agreement (Attachment B).
- B. **Project Understanding (1 Page Maximum)**. Include information demonstrating your understanding of the Project and the issues that you feel are critical for successful project completion. Identify Project opportunities and constraints.
- C. Project Team (4 Page Maximum). Describe the team you plan to assemble for the project and the roles that each member of the team has. Identify the primary contact for the project. Describe how each member of the team (both the firm and individual) will contribute to the successful completion of the project, by listing specific similar projects that each member has worked on. Describe who will be responsible to perform the various tasks, the amount of their involvement (in a specific percentage), and their qualifications. Project team qualifications related to the following topics are considered similar/relevant experience:
 - ✓ Roadway design
 - ✓ Utility design, sanitary sewer, storm drainage, water mains
 - ✓ Sanitary lift station design
 - ✓ Design of pedestrian facilities and "festival" streets
 - ✓ Brownfield development
 - ✓ Detailed Cost Estimation
 - ✓ Construction Management of Similar Projects

Consultant may submit individual resumes of key staff for this project. Individual resumes are considered an attachment to the Proposal and are not subject to page limitations of this section. However, *please limit each resume length to one page*.

D. Project Approach (4 Page Maximum). The proposal should contain a detailed scope of services and technical approach to meet the objectives outlined in Section 2. This section shall include:

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- ✓ Description of the tasks and activities, the methodology that will be used to accomplish them, and which team members will work on each task.
- ✓ Description of the public engagement strategy.
- ✓ Description of the deliverables that would result from each task and activity
- ✓ Assessment of permitting process, as well an approach to scoping any necessary tasks and studies which may not be determined at this time.
- ✓ Identification of points of input and review with staff and the public.
- ✓ Estimated timeline to complete each task. A graphic demonstrating the timeline is encouraged.
- E. **Relevant Experience (5 Page Maximum)**. Provide summaries of no more than **five** projects of similar size and scope that you feel best highlight your specific qualifications. Provide basic data relative to the firm's size, history, personnel, general credits, qualifications, and certifications if relevant. Individual resumes, awards, associations, etc., should be included within this section. Why is your firm the best firm to select for this Project?
- F. **City Involvement (1 Page Maximum)**. Provide a statement outlining anticipated involvement of City staff.
- G. **References (2 Pages Maximum).** Submit name, email, and phone numbers for **five** public clients (preferably for waterfront-related projects).
- H. **Proposal Signature Page.** Attachment A to be signed as acknowledgement of any addendums to this RFQ.

6. PROPOSAL SELECTION AND EVALUATION

The City will assign a committee made up of City Council, City staff, and community members to score, interview, and select the most qualified firm.

The committee will use the following selection process:

- 1. The RFQ will be reviewed and evaluated using the evaluation criteria below.
- 2. A short list of qualified candidates will be compiled.
- 3. The short-listed candidates will be invited to give a presentation and participate in an interview session with the selection committee. Interviews are tentatively scheduled for the week of January 11, 2021.
- 4. The committee will evaluate the short-listed candidates using the same evaluation criteria as the initial criteria.

This process should result in a recommendation to the City Council for their final decision by February 3, 2021. Once a final selection has been made, the City and the chosen consultant shall work jointly to refine a detailed scope of work and contract for services.

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6.1. Evaluation Criteria

The criteria listed below will be used to evaluate the proposals and determine the short list of candidates, and once presentations/interviews have been held, to determine the most qualified firm.

Project Understanding (5 points) – Evaluation of the Consultant's project understanding. Attention will be given to the Consultant's analysis of Project opportunities and constraints. How did the Consultant address and issues that are critical for successful project completion?

Project Approach (10 points) - Evaluation of consultant's project approach to accomplish the tasks and deliverables set forth in the Scope of Work. Attention will be given to methodologies that will be used to accomplish the work, including permitting processes, public involvement, and the order and timeline of deliverables.

Project Team & Relevant Experience (15 points) - Evaluation of Project Team's special area of expertise and the quality and relevancy of the projects listed as experience. Review of identified staff roles and specialty skills to ensure they are consistent with project needs. A review of the Consultant's references and proven experience with similar size and scope projects and public agencies. If sub-consultants are proposed, what track record of successful partnership exists?

Capacity of the Firm (5 points) - Review of the Consultant's level of staff time dedicated to the work, the proposed timeline for feasibility, quality of the consultant's completed deliverables on past projects and the quality of service the firm. Evaluate the ability of the firm to respond quickly to tasks and challenges that may arise out of the Project. Are there other projects that may take away from the firm's capacity to complete the project on time?

ATTACHMENT A - PROPOSAL SIGNATURE PAGE

The undersigned hereby submits this Proposal to furnish all work, services systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Proposal, Personal Services Contract, and associated inclusions and references, specifications, Proposal Form, Consultant response, mutually agreed clarifications, exceptions which are acceptable to the City, and all other Consultant submittals.

The undersigned hereby certifies and represents that the Consultant:

- has examined and is thoroughly familiar with the Request for Proposal
- has examined and is thoroughly familiar with the Personal Services Contract, and agrees to accept the contract terms, and execute such contract upon award
- understands that the City reserves the right to accept a proposal or reject all proposals if deemed in the best interest of the City
- understands that all information included in, attached to, or required by this RFQ shall be public record subject to disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502.

Receipt of Addenda			
Consultant acknowledges that ADDENDA have been reviewed as part of the Reques	\(\frac{1}{2} \cdot \cdo	JGH	
Signature			
The Consultant hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.			
CONSULTANT FIRM NAME			
CONTACT PERSON			
MAILING ADDRESS, CITY, STATE, AND ZIP CODE			
FIRM TELEPHONE NUMBER CONTACT PER	RSON TELEPHONE EMAIL ADDRESS		
PRINT NAME AND TITLE OF FIRM'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE	DATE	

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ATTACHMENT B - PERSONAL SERVICES AGREEMENT (SAMPLE)

CITY OF ST. HELENS PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the City of St. Helens (the "City"), an Oregon municipal corporation, and ("Contractor").
RECITALS
A. The City is in need of consulting services to, and Contractor is qualified and prepared to provide such services.
B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.
AGREEMENT
1. Engagement. The City hereby engages Contractor to provide services ("Services") related to, and Contractor accepts such engagement. The principal contact for Contractor shall be, phone
2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.
3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.
4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment C.
5. Payment.
5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be

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

- **5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.
- **5.3** The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.
- **5.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.
- **5.5** Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.
- **6. Document Ownership.** Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.
- **7. Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

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

CONTRACTOR:

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

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in

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accordance with generally accepted standards of professional practice for the intended use of the project.

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

10. Insurance.

- 10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.
- 10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.
- 10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.
- 10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).
- 10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.
- 11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.
- 12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.
- **13. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

- **14. Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.
- 15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.
- **16. Governing Laws.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

- 17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.
- **17.2** Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.
- 17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.
- 17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.
- 17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No.____]
- **18.** Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.
- **19. Publicity.** Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

- **20. Succession.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.
- **21. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

- **22.1** A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.
- **22.2** Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.
- 22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.
- **22.4** If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.
- 23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents

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at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

- **24.2** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.
- **24.3** This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.
- **25. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.
- **26. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

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

CITY:	CONTRACTOR:	
CITY OF ST. HELENS Council Meeting Date:		
Signature:Print:	Print:	
Date:	 Date:	

Item #9.

PERSONAL SERVICES AGREEMENT (SAMPLE) ATTACHMENT A SCOPE OF WORK

[TBD]

PERSONAL SERVICES AGREEMENT (SAMPLE) ATTACHMENT B INSURANCE REQUIREMENTS

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

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

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation. Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

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.

Item #9.

PERSONAL SERVICES AGREEMENT (SAMPLE) ATTACHMENT C COMPENSATION

[TBD]

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ATTACHMENT C - CONCEPTUAL PROJECT PLANS

- 1. Conceptual extension alignment
- 2. BUILD Grant conceptual cross sections



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The BUILD ST. HELENS: Community Revitalization & Regional Recovery project (St. Helens Riverfront project) will reopen the St. Helens, Oregon, waterfront to a new generation of economic and recreational activities centered around a thriving, walkable downtown Riverfront District. The new transportation infrastructure on the St. Helens waterfront will create opportunities for regional employment, recreation, tourism, mixed-use brownfield redevelopment, and riparian habitat restoration.

St. Helens is a designated rural area situated on the west bank of the Columbia River, with more than 13,400 people claiming the community as home. The location of a former lumber mill (known as the Veneer Mill), the Riverfront District served as the region's industrial employment hub for generations. Global market forces caused mill closures, forcing the City leaders to embrace the economic changes and make bold moves to reinvent itself.

The St Helens' Riverfront District is well-positioned to reclaim its place as a rural, regional center of activity. The proposed street connections will fill in the community's transportation infrastructure gap to create a complete "business loop" from the city's major arterial highway (US 30), to the existing Riverfront District, as described below and mapped in Section II - Project Location. Also located on the property is the St. Helens Riverwalk Project, which will construct an initial 400 feet of boardwalk and concrete paths along the banks of the Columbia River within an existing city park. This concurrent project, which will be funded by leveraging Oregon state and local resources, runs parallel with this multi-modal street connection project, compounding the economic and livability impacts of both projects.

THE CHALLENGES

The 22-acre St. Helens Riverfront project site offers a half mile of Columbia River shoreline with stunning natural views of the confluence of the Columbia River and the Multnomah Channel, Mt. Hood, and Mt. St. Helens. Despite the site's wealth of natural beauty, due to its industrial past, it is currently disconnected from the existing downtown street network. The St.

Helens Riverfront project will reconnect the local and regional community to this transformative waterfront property by completing a vital roadway connection that will form the **backbone for future phases of private investment** on the brownfield site.

THE SOLUTION

Revitalization of the property will be accomplished by connecting the existing roadway at the north end of the site to the existing roadway to the south and improving existing intersections along the main corridor downtown. Simultaneously, in partnership with other state and local funders, the City will construct the St. Helens Riverwalk Phase I, which includes over 400 feet of boardwalk and concrete paths between Columbia View Park to the north and Tualatin Street to the south.

These transportation improvements will facilitate safe access and multi-modal transportation with separate facilities for vehicles, bicyclists, and pedestrians.

The roadway network will be connected by:

- » Extending S. 1st Street approximately 1,720 feet through the subject property to the existing roadway to the south at Plymouth Street with a complete street that includes sidewalks, landscaping, on-street parking on both sides, and cyclist facilities
- » Extending Strand Street 600 feet south and west to connect to the new S. 1st Street extension with a complete street that includes extra wide sidewalks, on-street parking on both sides, landscaping, and cyclist facilities

S. 1ST STREET

The extension of the S. 1st Street is approximately 1,720 feet of new complete street construction. The cross section shown in Figure 1 has right-ofway width of 60 feet to allow for 10-foot shared travel lanes and on-street parallel parking for both vehicular and bicycle travel. On the west side of the street, planter strips with street trees and stormwater treatment swales will create a green edge between the street and the surface parking lots proposed at the base of the bluff. On the east side, adjacent to future development, street trees can be planted in tree wells or with tree grates to create a more urban pedestrian environment and wider, effective sidewalk width.

THE STRAND STREET - A

In order to effectively accommodate the existing developed roadway along the Strand Street, the City has developed two cross sections, labeled A and B. Strand Street - A is approximately 420 feet of new road construction. Strand Street – A has a right-of-way width at 80 feet—20 feet wider than its Local Street designation to accommodate the cross section design along the already developed portion of Strand Street. It allows for wide sidewalks along the west side adjacent to the commercial frontage to accommodate outdoor seating and displays of goods. The street includes on-street parking for new development and events on either side of the street: parallel parking on the west side and head-in parking on the east side facing the new park expansion and riverfront. This design is based on community desire for space to park and watch the river pass by. These on-street parking spaces can also double as booth space for events such as markets, fairs, art walks, and other programming.





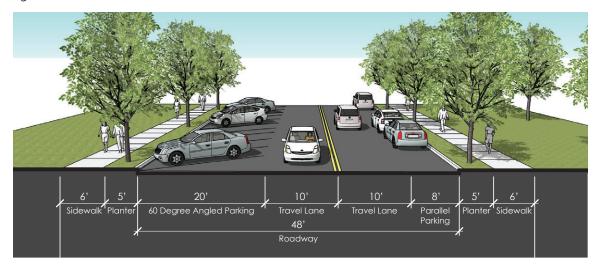
 $\overline{2}$ Page 194

10' 5' 20' 10' 10' 18' 7'
Sidewalk Planter 60 Degree Angled Parking Travel Lane Travel Lane Head-in Parking Sidewalk

48'
Roadway

Figure 2: Strand Street Cross Section – A

Figure 3: Strand Street Cross Section – B



THE STRAND STREET - B

The Strand Street - B is approximately 380 feet of new roadway construction. Strand Street - B has a right-of-way width at 70 feet. This cross section begins at a mid-block crossing which is about halfway in between the intersection of Cowlitz Street to the north and the intersection with S. 1st Street to the southwest. The main difference between The Strand Street - A and B is instead of head-in parking

along the east side, this cross section includes parallel parking. There are also minor adjustments to the sidewalk widths and landscaping strips.



Athletic Field Use & Allocation Procedures

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Purpose and Philosophy

The City of St. Helens Parks and Recreation Departments coordinate, and issue facility use permits for the use of athletic fields within the city limits of St. Helens. The purpose of these processes is to outline allocation priorities, and ultimately establish guidelines for the permitted use of athletic fields. With the goal of efficient use of athletic fields and fair and equitable distribution amongst users, the following procedures outline the process used to allocate and schedule athletic fields, athletic leagues/organizations, individuals, groups, and corporate and non-corporate applicants.

The development of these processes establishes rules for priority scheduling, to enable the largest number of City residents to have access to the public athletic fields and maximize use of available resources in a fair and equitable manner.

Definitions

- 1. Acronyms:
 - a. SHP&R: City of St. Helens Parks and Recreation Departments
 - b. SHSD: St. Helens School District
- 2. Applicant: Any organization, group, or individual requesting use of the SHP&R public athletic fields.
- 3. *Field Sport*: Any activity or sport that is played on a field configured for the requirements of that particular sport.
- 4. *Events*: Activity or activities such as band shows, city tourism events, picnics, weddings, or other such gatherings of people.
- 5. IGA: The intergovernmental agreement between SHP&R and SHSD for the use of facilities and/or fields.
- 6. In Good Standing: A group, organization, or individual applicant that has no outstanding balances with SHP&R, or is fulfilling obligations under a payment plan with SHP&R; and/or has no SHP&R rule or policy violations within the past 12 months.
- 7. In-City: Any group, organization, individual, or corporation residing within the City of St. Helens city limits.
- 8. *Not-for-Profit*: Any group, organization, individual, or corporation conducting business without intent to make a profit or charging admission fees for spectators.
- 9. *Out-of-City*: Any group, organization, individual, or corporation not residing within the City of St. Helens city limits.
- 10. Primary Season: SHP&R management staff designated season for particular sports.
- 11. Secondary Season: A season not designated as a primary season for particular sports.
- 12. Tournament: A series of contests between a number of competitors on a single or multi-day event.
- 13. Round Robin: A series of games in which each competitor plays in turn against every other.
- 14. Organized Play: This means any organization that has planned games or tournaments. This does not constitute drop-in activities or games that can be done at school or city facilities. For example, kids from the neighborhood showing up to play a game of basketball or baseball does not constitute an official organized play. When an organization or team schedules a game with officials or schedules a team practice, this is organized play.

General Rules and Scheduling

Hours of Use

- Sports field rental hours: 8 am 10 pm (hours vary dependent on site)
- Fields are rented in specific blocks of time throughout the day.

Field Allocation Tier-Group Priority Classifications

With the limited number of fields available, the SHP&R has established a Tier Group Classification that will determine priority usage for athletic field allocations that are rented out. Priority use of athletic fields will be given to Tier 1 primary season sports and by Tier Group Classifications as detailed below. The SHP&R and St. Helens School District have exclusive discretion in decisions on scheduling of athletic fields and such decisions shall be final.

3-Step Tier Group Classifications Priority use of athletic fields will be allocated as follows:
<u>Tier 1</u>
City programs and contracted events
SHSD programs and events
Tier 2
Returning Tournaments and in-city organizations
<u>Tier 3</u>
Out-of-city organizations and new tournaments

Facility Use Permits

- Users may not have access to field(s) and area(s) prior to their permitted rental time, and the field(s) and area(s) must be vacated at the time specified in the facility use permit.
- Field users are required to have a copy of the facility use reservation confirmation on hand during each rental and must be prepared to present the facility use reservation confirmation on demand; electronic versions of the reservation confirmation are accepted. Field users who do not have their reservations may be asked to vacate the field or area.
- SHP&R reserves the right to add conditions and/or modifications to the reservation, on a case-by-case basis.

Reservation and Payment Process

- Submit a Field Reservation Request form to SHP&R. These can be downloaded from the city's website under both the Recreation and Park's webpages. All submissions should be emailed to recreation@ci.st-helens.or.us with all required documentation.
- Once a request has been approved a payment must be received within 48 hours to confirm your reservation. The City accepts cash, check, and credit card payments. Checks can be made out to the City of St. Helens.
- Depending on the nature of your event, a Special Use Permit may be required. City staff will notify you at the time of your request if your event will require any additional permits or documentation.
- Certificate of Liability Insurance Requirements. If it is determined that your event or tournament requires insurance, the following is required to appear on the insurance certificate:
 - o The insured's name is the same listed on the Sports Field Rental Application
 - o Minimum of \$1,000,000 of General Liability Insurance
 - o Minimum of \$2,000,000 Aggregate
 - Name the City of St. Helens as "Additional Insured"
 - If choosing to sell items of any kind, a product liability endorsement to the user's general liability is required.
- NO ALCOHOL CAN BE SERVED OR CONSUMED ON CITY PROPERTY. If any permit holder is found to have violated this rule, the permit holder will be banned from reserving fields for 12 months.
- NO SPORTS SHOULD BE PLAYED BY ANYONE WHO MAY APPEAR TO BE UNDER THE INFLUENCE OF ANY
 ALTERING SUBSTANCE, THIS INCLUDES ALCOHOL AND MARIJUANA. If any permit holder is found to
 have violated this rule, the permit holder will be banned from reserving fields for 12 months.

Cancellation and Refund Process

- Any requested cancellations or changes made to your field use reservation are required to be submitted in writing to City staff at SHP&R that is handling your rental.
- Reservation cancellations must be made at least 7 days in advance to receive a full refund or credit. If your rental is canceled within 7 days of your rental date, the entire rental fee will be forfeited.
- Cancellations due to weather related issues are not the fault of SHP&R. If fields are closed by the City officially, you will receive a full refund or credit.
- If SHP&R closes a field for any reason, or if lights do not operate as expected, or if there is a conflict in the scheduled use of the field, a full refund or credit for the missed use will be provided.
- Due to unforeseen circumstances, SHP&R reserves the right to reschedule and/or cancel partial or all field reservations. In the rare event that should occur, a pro-rated or full credit or refund of your rental fee will be issued. If a suitable date cannot be identified, you will be refunded in full.

Weather Cancellations and Policies

- Lightning Policy When thunder is heard, or a cloud-to-ground lighting bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play and take shelter immediately.
 - Thirty-minute Rule Once play has been suspended, wait at least 30 minutes after the last thunder is heard or flash of lightning is witnessed prior to resuming play.
 - Any subsequent lightning or thunder after the beginning of the 30 minute count will reset the clock and another 30 minute count should begin.
- Rain Delay / Rain Out Policy
 - Games may be played during the rain. No refunds will be issued for you or your organization if there is rain on gameday and the field is still playable.
 - If fields become unplayable, SHP&R will officially close the fields and reservations scheduled will
 get first opportunity to reschedule games at a later time or receive a full refund.
- Excessive Heat Policy During the spring/summer seasons, SHP&R encourages participants to follow the guidelines below:
 - o Game time heat index of above 106 SHP&R managers will cancel all scheduled activities.

Subleasing

• Subleasing of fields is not allowed under any circumstances. If any permit holder is found to have violated this rule, the permit holder will be banned from reserving fields for 12 months.

Field Allocation Process and Procedures

Fields will be allocated and permitted as sustainability allows. The following requirements will influence the way in which field allocations will be conducted:

- Fields will be allocated by priority use (reference Field Allocation Tier-Group Classification).
- After high school schedules and fields usage is finalized, SHP&R will work with user groups to permit fields.
- Teams/organizations may be required to provide schedules that indicate all allocated fields are being used.
- Failure to utilize fields by the assigned teams/organizations indicated on the use schedules may result in permit removal or reassignment; teams/organizations will be notified by staff prior to allocation reassignment or permit removal.
- SHP&R reserves the right to reassign field assignments to accommodate the needs for tournaments and/or special events.
- If it is determined necessary, all organizations hosting tournaments on fields may be required to meet with SHP&R staff a minimum of 30 days before the tournament date.

Allocation Timeline

Please see request for reservation deadlines below; no requests will be processed prior to the application deadlines. Separate requests are required for each sport and tournament each season.

Allocation of field usage is based on reliance and management of team practices and organized games through the Recreation Program, School District, or outside organization. City and School fields are intended to be open for the public to enjoy when events are not scheduled. If your intention is "organized play" (games/practices), a field reservation must be made through the timeline process below. A field reservation may be made before your event and no shorter than a 24-hour notice, however additional fees may be applied at the discretion of the City of St. Helens and/or School District for reservations outside of the schedule below.

Spring	March – May
December 1	Tier 2 & 3 Group request process opens
January 1	Tier 2 & 3 Group request process closes
February 1	Tier 2 & 3 Group receive approved allocation(s) dates
Summer	June - August
March 1	Tier 2 & 3 Group request process opens
April 1	Tier 2 & 3 Group request process closes
May 1	Tier 2 & 3 Group receive approved allocation(s) dates
Fall	September - November
June 1	Tier 2 & 3 Group request process opens
July 1	Tier 2 & 3 Group request process closes
August 1	Tier 2 & 3 Group receive approved allocation(s) dates
Winter	December - February
Sept 1	Tier 2 & 3 Group request process opens
Oct 1	Tier 2 & 3 Group request process closes
Nov 1	Tier 2 & 3 Group receive approved allocation(s) dates

Field Rules and Guidelines

RENTAL INFORMATION FOR CITY FACILITES

- Must comply with St. Helens Municipal Code Chapter 8.08 referring to large assemblies and Chapter 8.24 referring to Park Regulations.
- Must comply with all public health safeguards, restrictions on group sizes and other safety measures on gatherings at facilities and spaces open to the public as imposed by the State of Oregon and/or Oregon Health Authority
 - https://govstatus.egov.com/or-covid-19
 - This website is regularly updated. Therefore, please be sure to review as safety measures are subject to change based upon the spread of COVID-19
- A reservation fee must be paid in full by cash, check, and/or credit/debit card before a reservation will be issued.
- A Certificate of Insurance is <u>required</u> for the following:
 - Caterer preparing food in park
 - Attendance of 50+ people
- If others will not yield your reserved area to you when requested, please call the police non-emergency number at 503-397-1521.
- No staples, tacks, tape, or nails are allowed to attach tablecloths, decorations, signs, etc. to picnic tables, shelters, or trees.
- Tobacco products, vaping, narcotics, marijuana, and juuling are not permitted. This is strictly enforced.
- Groups may not sell food, beverages, or any items in the park without permission from the City of St. Helens.
- Motorized vehicles are prohibited except in parking areas.
- Dogs must be on leash and excrement must be removed from the park.
- No person shall ride or lead any horse or pony in a park, except upon roadway or designated parking area.
- There is no reserved parking. Parking is first come, first serve. To direct traffic or racecourse, you may use chalk, but no permanent substance can be used on public property.
- The applicant and the applicant's group are solely and completely responsible for the condition of the reserved area and must leave it in a neat and clean condition, without damage.
- Any permitted special uses, including sound amplification, may be revoked for cause with no reimbursement of fees.
- No swimming is allowed on park property because lifeguards and a suitable designated swimming area is not provided.
- Bouncy houses or related-type rides are not permissible on City property.
- The person and/or organization that rented a field must leave the field in the same condition, or better condition than it was in when the reservation started.
 - Trashed is picked up around the field area from players/spectators.
- The City reserves the right to change/modify these rules as needed.
- If an organized game, organized tournament, or organized event happens on City property without the knowledge and approval of the City of St. Helens, the City holds the right to fine said organization and ban reservations for up to 12 months.

AGREEMENT INFORMATION FOR CITY FACILITIES

- User fees for field use must be paid in full within 48 hours of reservation acceptance notification.
- INDEMNIFICATION: The applicant and the applicant's group shall indemnify, defend and hold the City of St. Helens, its elected and appointed officials, agents, employees, and volunteers harmless from all liabilities, claims judgments, demands, and costs for property damage, bodily injury, death, sickness or disease (specifically as to COVID-19 or other infectious diseases), economic and non-economic damages arising out of or resulting from applicant's, applicant's group, or their invitees' use of a City facility. I have read and agree to abide by the Park Regulations. I agree to be solely and completely responsible for the condition of the reserved area and to leave it in a neat and clean condition, without damage. I agree to promptly reimburse the City for all damages.
- CITY OF ST. HELENS IMMUNITY: The fee charged for the rental exclusively relates to the use of the assigned area(s) and restrooms itself. The fee does not relate to any other uses or any other areas of the City of St. Helens property. In accordance with Oregon's recreational immunity law (ORS 105.682), the City of St. Helens is not liable for injuries, death, or property damage arising out of such uses of its property for which no specific fee has been charged.
- It is your responsibility to inform all members of your group of the Rules and Regulations (St. Helens Municipal Code Chapter 8.08). Failure to abide by the rules and regulations could result in immediate loss of privileges or forfeiture of privileges for future use.
- The City of St. Helens reserves the right to enter and monitor the event at any time.
- Use of City facilities and parks during the COVID-19 pandemic carries with it certain risks that cannot be eliminated regardless of the care taken to avoid such harm. The specific risks vary, and may include, but are not limited to, minor illness, major infections requiring hospitalization and catastrophic illness causing injuries including paralysis and death. The applicant acknowledges and understands these risks and other risks inherent in the rental of the City facilities and knowingly assumes all such risks.
- The applicant acknowledges and affirms that they have not nor are experiencing any symptoms of illness associated with COVID-19 including, but not limited to, a fever, cough, or shortness of breath. If they develop these symptoms, they agree to leave the rented facility immediately and advise the City accordingly. The applicant acknowledges and affirms that they do not have COVID-19 or other infectious disease, nor have they knowingly been in contact with anyone who has COVID-19 or other infectious disease.
- The applicant acknowledges and affirms that they will strictly observe and follow all health and safety rules and guidelines issued and/or recommended by the Centers for Disease Control, the State of Oregon or the Oregon Health Authority including, but not limited to, wearing masks, handwashing, physical distancing of at least six (6) feet and using their own equipment.

City of St. Helens

Job Title: BUILDING INSPECTOR
Department: Community Development

FLSA Status: Non-Exempt

Union: Yes

Date Revised: September XX October XX, 2020

GENERAL PURPOSE

Performs a variety of routine and complex technical work in building inspection work to ensure Oregon State Building Code and other related codes and standards are met.

SUPERVISION RECEIVED

Works under the general supervision of the Building Official.

SUPERVISION EXERCISED

None-generally. May exercise supervision provide training/orientation to or schedule/assign work to over part-time, temporary, or other staff as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Performs a variety of technical duties in support of the City's building inspection and plans examination functions.
- Enforces building related codes, including Oregon Structural Specialty Code,
 Oregon Residential Specialty Code, Oregon Plumbing Specialty code, Oregon
 Mechanical Specialty Code, Oregon Energy Efficiency Specialty Code, and local
 codes such as grading, filling, and zoning, etc. Issues correction notices and
 citations as appropriate.
- Conducts building inspections during all phases of construction, alteration, and repair := Enforces compliance with applicable codes.
- Maintains records of building and inspection activity and completes related reports. Issues certificates and permits as appropriate.
- Assists in researching problems and complaints regarding commercial and residential buildings, building construction, and code compliance. Responds to complex and sensitive building issues.
- Assists in resolving complex and sensitive customer service issues, either
 personally, by telephone, or in writing. Maintains records and documents of
 customer service issues and resolutions.
- Assists Building Official with complaints and municipal code enforcement matters.
- Performs the duties of a structural plans examiner, or mechanical, plumbing, inspector as needed and qualified.
- Assists in administering the permitting function, including application processing, fee assessment and collection, and permit issuance.

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- Explains, interprets, and provides guidance regarding all applicable codes within area of responsibility to architects, engineers, contractors, developers, and other interested parties.
- Assists the Board of Appeals as needed and providing provides required information.
- Stays abreast of new trends and innovations in the field of building technologies, inspections, and code enforcement.
- Reviews proposed subdivisions for code compliance.

MINIMUM QUALIFICATIONS

Education and Experience:

- Graduation from high school or GED equivalent, and
- Possession of a valid State of Oregon driver's license, and
- Four years of experience in general construction and related fields, or
 aAny equivalent combination of education and experience deemed acceptable.

Necessary knowledge, Skills and Abilities:

- Thorough knowledge of Oregon Residential Specialty Code and general construction codes; considerable knowledge in carpentry work, cement work, and skill in applying knowledge of adopted building codes and land use applications.
- Skill in the operation of the listed tools and equipment for the position.
- Ability to work well with the public, contractors, co-workers.
- Ability to read and understand complicated plans and blueprints.
- Ability to communicate effectively orally and in writing.

Building Inspector I Inspector I

In addition to the Minimum Qualifications, a Building Inspector I shall have possess or have the ability to obtain, prior to first day of employment, all of the following:

- Possession of appropriate, valid Oregon Inspector Certification.
- State of Oregon Residential Structural Inspector Certification.
- State of Oregon Residential Plans Examiner Certification.
- Possession of, or ability to obtain within one year, State of Oregon Residential Plumbing Inspector Certification.

Building Inspector II

In addition to the Building Inspector I qualifications, a Building Inspector II shall have two years of increasingly responsible building inspection experience and have possess all of or the ability to obtain prior to first day of employment the following:

- State of Oregon A-level Structural Inspector Certification and State of Oregon Alevel Mechanical Inspector Certification.
- State of Oregon Fire and Life Safety Certification and State of Oregon A level Plans Examiner Certification; and

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- State of Oregon A level Structural Inspector Certification and State of Oregon A-level Mechanical Inspector CertificationState of Oregon Fire and Life Safety
 Certification and State of Oregon A-level Plans Examiner Certification; OR, #
- State of Oregon A-Level Plumbing inspector Certification in conjunction with one
 of the certification combinations above.

TOOLS AND EQUIPMENT USED

Computer, including word processing and permitting software; motor vehicle; 10-key calculator; portable radio; phone; tablet; <u>flashlight</u>; ladder or scaffolding; tape measure. Appropriate safety equipment and PPE for field tasks.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk and hear.

The employee must occasionally lift and/or move up to 5025 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to read building plans and specifications.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee will work in both an office and construction site settingsthe employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, or airborne particles. The field environment includes travel from site to site; inspect in confined areas; exposure to noise, dust, grease, smoke, fumes, and gases. The office setting will require hand-eye coordination necessary to operate computers and office equipment.

The noise level in the work environment is usually quiet in the office, and moderate to loud in the field.

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Building Inspector PROPOSED 102120 Building Inspector doc

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EMPLOYEE ACKNOWLEDGEMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Building Inspector job description. I understand that it is my responsibility to adhere to the guidelines of the expectations, hours of work and essential duties outlined within this job description.

Employee Signature:	Date:
Manager Signature:	Date:





St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
PORTLAND GENERAL ELECTRIC	INV0000794	09/18/2020	0153585940	100-709-52003	152.81
NW NATURAL GAS	INV0000795	09/18/2020	0109	100-709-52003	24.96
PITNEY BOWES INC	1016352947	09/22/2020	RED INK	100-715-52004	475.96
PITNEY BOWES INC	1016352948	09/22/2020	CLEANING PACK	100-715-52004	49.99
PITNEY BOWES INC	1016445573	09/22/2020	METER FOR DM30 POSTAGE	100-715-52021	324.76
RICOH USA INC	104097784	09/22/2020	POLICE EQUIPMENT LEASE 14	100-705-52023	192.21
PASSPORT TO LANGUAGES INC	1181282	09/22/2020	INTERPRETER SERVICES	100-704-52019	35.00
ORKIN	200860075	09/22/2020	1810 OLD PORTLAND RD PEST	. 100-709-52023	75.00
ORKIN	202087486	09/22/2020	265 STRAND PEST SERVICE CIT	100-715-52019	85.00
U.S BANK EQUIPMENT FINANCE	424003606	09/22/2020	CONTRACT PAYMENT 500-049	100-715-52005	150.00
METRO PRESORT	IN626672	09/22/2020	UB BILL PRINTING	100-707-52008	4,172.82
EASYPERMIT POSTAGE	INV0000801	09/22/2020	METER REFILL POSTAGE	100-715-52009	553.27
LAWRENCE OIL COMPANY	019001-2025901	09/23/2020	247749	100-715-52022	31.06
DAHLGREN'S DO IT BEST BUIL	08252020	09/23/2020	MATERIALS ACCT 10026	100-708-52001	30.67
PITNEY BOWES INC	1016384363	09/23/2020	METER FOR DM30 POSTAGE	100-715-52021	156.00
MARIMAR MORENO- AP	INV0000803	09/23/2020	UNIFORM REIMB.	100-705-52002	345.00
NW NATURAL GAS	INV0000804	09/23/2020	5638	100-705-52003	15.99
NW NATURAL GAS	INV0000804	09/23/2020	7673	100-706-52003	22.78
NW NATURAL GAS	INV0000804	09/23/2020	8563	100-708-52003	26.99
NW NATURAL GAS	INV0000804	09/23/2020	3047	100-708-52003	19.47
NW NATURAL GAS	INV0000804	09/23/2020	2848	100-715-52003	15.99
NW NATURAL GAS	INV0000804	09/23/2020	5285	100-715-52003	15.99
COLUMBIA COUNTY CLERK	INV0000805	09/23/2020	RECORDING FEE	100-710-52012	111.00
RICKIE DOWELL	INV0000806	09/23/2020	REFUND PARK RESERVATION	100-000-34031	60.00
CBM SYSTEMS LLC	219744	09/24/2020	JANITORIAL SERVICES	100-705-52023	574.66
CBM SYSTEMS LLC	219744	09/24/2020	JANITORIAL SERVICES	100-706-52023	1,499.56
CBM SYSTEMS LLC	219744	09/24/2020	JANITORIAL SERVICES	100-708-52023	72.03
CBM SYSTEMS LLC	219744	09/24/2020	JANITORIAL SERVICES	100-709-52023	86.07
CBM SYSTEMS LLC	219744	09/24/2020	JANITORIAL SERVICES	100-715-52023	715.44
CBM SYSTEMS LLC	219769	09/24/2020	JANITORIAL SERVICES	100-705-52023	957.70
CBM SYSTEMS LLC	219769	09/24/2020	JANITORIAL SERVICES	100-706-52023	2,499.07
CBM SYSTEMS LLC	219769	09/24/2020	JANITORIAL SERVICES	100-708-52023	120.05
CBM SYSTEMS LLC	219769	09/24/2020	JANITORIAL SERVICES	100-709-52023	143.44
CBM SYSTEMS LLC	219769	09/24/2020	JANITORIAL SERVICES	100-715-52023	1,192.31
THE PERCS INDEX INC	31736	09/24/2020	EVIDENCE MANAGER LABELS	100-705-52006	330.00
BULLARD LAW	45170	09/24/2020	GENERAL LABOR	100-705-52019	292.50
INGRAM LIBRARY SERVICES	48281842	09/24/2020	BOOKS 20C7921	100-706-52033	27.02
INGRAM LIBRARY SERVICES	48281843	09/24/2020	BOOKS 20C7921	100-706-52033	13.83
INGRAM LIBRARY SERVICES	48281844	09/24/2020	BOOKS 20C7921	100-706-52033	124.53
INGRAM LIBRARY SERVICES	48281845	09/24/2020	BOOKS 20C7921	100-000-21300	45.74
INGRAM LIBRARY SERVICES	48281846	09/24/2020	BOOKS 20C7921	100-706-52033	19.06
INGRAM LIBRARY SERVICES	48291420	09/24/2020	BOOKS 20C7921	100-706-52033	37.71
INGRAM LIBRARY SERVICES	48291421	09/24/2020	BOOKS 20C7921	100-706-52033	87.64
INGRAM LIBRARY SERVICES	48291422	09/24/2020	BOOKS 20C7921	100-000-21300	20.81
INGRAM LIBRARY SERVICES	48291423	09/24/2020	BOOKS 20C7921	100-706-52033	77.54
INGRAM LIBRARY SERVICES	48334169	09/24/2020	BOOKS 20C7921	100-706-52033	212.91
INGRAM LIBRARY SERVICES	48334170	09/24/2020	BOOKS 20C7921	100-706-52033	15.31
INGRAM LIBRARY SERVICES	48334171	09/24/2020	BOOKS 20C7921	100-706-52033	20.68
INGRAM LIBRARY SERVICES	48334172	09/24/2020	BOOKS 20C7921	100-706-52033	11.06
				Fund 100 - GENERAL FUND Total:	16,339.39
Fund: 201 VISITOR TO IRISM					
Fund: 201 - VISITOR TOURISM	INV0000795	09/18/2020	7764	201-000-52002	33.86
NW NATURAL GAS NW NATURAL GAS	INV0000795	09/18/2020 09/18/2020	9614	201-000-52003 201-000-52003	15.99
IVV IVATORAL DAS	1110000733	03, 10, 2020	JU17	201 000 32003	13.33

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Expense Approval Register				racket. Arrikio	
Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRAVEL INFORMATION COUNC	101297	09/23/2020	RIVERFRONT DISTRICT	201-000-52011	255.00
TRAVEL INFORMATION COUNC	101298	09/23/2020	COLUMBIA VIEW AMPHIITHEA		255.00
			Fu	nd 201 - VISITOR TOURISM Total:	559.85
Fund: 202 - COMMUNITY DEVEL	OPMENT				
PORTLAND GENERAL ELECTRIC	INV0000792	09/18/2020	7357701000	202-722-52003	55.18
PORTLAND GENERAL ELECTRIC	INV0000793	09/18/2020	1650931000	202-722-52003	20.99
PORTLAND GENERAL ELECTRIC	INV0000802	09/22/2020	4854421000	202-722-52003	41.68
PEAK ELECTRIC GROUP LLC	21100	09/24/2020	HAUNTED HOUSE LIGHT WIRI	202-725-52019	4,993.00
AKS ENGINEERING & FORESTRY		09/24/2020	URBAN RENEWAL LEGAL DESC		2,532.50
		55/= 1/=5=5		OMMUNITY DEVELOPMENT Total:	7,643.35
					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Fund: 205 - STREETS	00353030	00/22/2020	MATERIALS ACCT 10026	205 000 52001	0.42
DAHLGREN'S DO IT BEST BUIL	08252020	09/23/2020	MATERIALS ACCT 10026	205-000-52001	0.43
DAHLGREN'S DO IT BEST BUIL	08252020	09/23/2020	MATERIALS ACCT 10026	205-000-52001	32.99
BUREAU OF LABOR AND INDS	INV0000847	09/24/2020	N VERNONIA RD SIDEWALK FE		590.15
				Fund 205 - STREETS Total:	623.57
Fund: 601 - WATER					
ROGERS MACHINERY COMPA	1237342	09/22/2020	SERVICE	601-732-52019	1,622.00
LAWRENCE OIL COMPANY	019001-2025901	09/23/2020	247752	601-732-52022	35.34
				Fund 601 - WATER Total:	1,657.34
Fund: 603 - SEWER					
NW NATURAL GAS	INV0000795	09/18/2020	7720	603-736-52003	8.00
NW NATURAL GAS	INV0000795	09/18/2020	7720	603-737-52003	7.99
COMCAST	09092020	09/22/2020	0082	603-736-52003	62.45
COMCAST	09092020	09/22/2020	0082	603-737-52003	62.45
NW NATURAL GAS	INV0000804	09/23/2020	5750	603-736-52003	15.83
NW NATURAL GAS	INV0000804	09/23/2020	5750	603-737-52003	15.83
CENTURY LINK	09022020	09/24/2020	293	603-736-52010	22.42
CENTURY LINK	09022020	09/24/2020	688	603-736-52010	22.42
CENTURY LINK	09022020	09/24/2020	600	603-736-52010	22.42
CENTURY LINK	09022020	09/24/2020	654	603-736-52010	22.42
CENTURY LINK	09022020	09/24/2020	488	603-736-52010	121.82
CENTURY LINK	09022020	09/24/2020	293	603-737-52010	22.42
CENTURY LINK	09022020	09/24/2020	654	603-737-52010	22.42
CENTURY LINK	09022020	09/24/2020	488	603-737-52010	121.83
CENTURY LINK	09022020	09/24/2020	600	603-737-52010	22.42
CENTURY LINK	09022020	09/24/2020	688	603-737-52010	22.42
CBM SYSTEMS LLC	219744	09/24/2020	JANITORIAL SERVICES	603-736-52023	131.40
CBM SYSTEMS LLC	219769	09/24/2020	JANITORIAL SERVICES	603-736-52023	218.99
				Fund 603 - SEWER Total:	945.95
Fund: 605 - STORM					
EAGLE STAR ROCK PRODUCTS	38445	09/24/2020	ROCK- STORM	605-000-52001	130.10
CASCADE CONCRETE PRODUC	78680	09/24/2020	BLUELINE	605-000-52001	174.00
				Fund 605 - STORM Total:	304.10
Fund: 701 - EQUIPMENT					
COLUMBIA RIVER FIRE AND RE	20-08 AUGUST	09/21/2020	SHARED BILLING FOR MAINTA	701-000-52023	1,058.14
WEST COAST WIRE ROPE & RI		09/21/2020	LATCH KIT GATOR EDGE SLING	701-000-52001	54.50
HELLER ENTERPRISES INC	30207	09/22/2020	V BELT	701-000-52001	5.00
EATONS TIRE AND AUTO REPA		09/22/2020	REPAIR TIRE	701-000-52001	10.00
EATONS TIRE AND AUTO REPA		09/22/2020	SMOOTH ATD	701-000-52001	45.00
LAWRENCE OIL COMPANY	57962000	09/24/2020	OIL	701-000-52001	176.00
NELSON TRUCK EQUIPMENT C		09/24/2020	TRUCK MATERIALS LIGHT BEA		2,820.00
NELSON TRUCK EQUIPMENT C		09/24/2020	TRUCK MATERIALS LIGHT BEA		1,756.97
NELSON TRUCK EQUIPMENT C		09/24/2020	TRUCK MATERIALS LIGHT BEA		1,756.97
		, ,====		Fund 701 - EQUIPMENT Total:	7,682.58
Funds 702 INFORMATION OVER	TENAC				,
Fund: 702 - INFORMATION SYST		00/21/2020	MEETINGS SUBSCRIPTION	702 000 52000	4 000 00
MUNICODE CENTURY LINK	00348225 09052020	09/21/2020 09/22/2020	MEETINGS SUBSCRIPTION 632B	702-000-52006 702-000-52010	4,800.00 42.01
COMCAST	09052020	09/22/2020	PW 8778102010869144	702-000-52010 702-000-52003	130.84
CONICAST	03072020	09/22/2020	L AA Q\\Q10707010003144	,02-000-32003	130.04

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMCAST	09122020	09/22/2020	WFF ACCT 8778102040493238	702-000-52003	155.46
COMCAST	09142020	09/22/2020	PARKS COMCAST 8778102010	702-000-52003	96.05
QWEST DBA CENTURYLINK AC	3263X201S20258	09/22/2020	5163X204S3	702-000-52010	164.44
VERIZON	9861824631	09/22/2020	CELL SERVICE ACCT 242060134	702-000-52010	173.00
CENTURY LINK	09022020	09/24/2020	131	702-000-52010	57.13
CENTURY LINK	09022020	09/24/2020	798B	702-000-52010	99.26
CENTURY LINK	09022020	09/24/2020	967	702-000-52010	128.13
CENTURY LINK	09022020	09/24/2020	818	702-000-52010	389.95
CENTURY LINK	09022020	09/24/2020	130	702-000-52010	57.13
CENTURY LINK	09022020	09/24/2020	909	702-000-52010	78.75
CENTURY LINK	09022020	09/24/2020	228	702-000-52010	87.99
CENTURY LINK	09022020	09/24/2020	579	702-000-52010	44.84
CENTURY LINK	09022020	09/24/2020	162B	702-000-52010	85.67
CENTURY LINK	09022020	09/24/2020	796	702-000-52010	43.14
CENTURY LINK	09022020	09/24/2020	651	702-000-52010	43.66
QWEST DBA CENTURYLINK AC	3263X204S20255	09/24/2020	5163X204S3	702-000-52010	411.10
			Fund 702	- INFORMATION SYSTEMS Total:	7,088.55
Fund: 703 - PW OPERATIONS					
NW NATURAL GAS	INV0000795	09/18/2020	8675	703-734-52003	15.99
LAWRENCE OIL COMPANY	019001-2025901	09/23/2020	247750	703-734-52022	37.36
LAWRENCE OIL COMPANY	019001-2025901	09/23/2020	247748	703-734-52022	466.96
DAHLGREN'S DO IT BEST BUIL	08252020	09/23/2020	MATERIALS ACCT 10026	703-734-52001	13.54
DAHLGREN'S DO IT BEST BUIL	08252020	09/23/2020	MATERIALS ACCT 10026	703-734-52001	13.53
			Fi	und 703 - PW OPERATIONS Total:	547.38
Fund: 704 - FACILITY MAJOR MA	AINTNANCE				
SCAPPOOSE SAND AND GRAVE	. 47378	09/24/2020	DUMP FEES CONTRETE TENNIS	. 704-000-53027	90.36
SCAPPOOSE SAND AND GRAVE	. 47445	09/24/2020	DUMP FEES CONTRETE TENNIS	. 704-000-53027	180.72
SCAPPOOSE SAND AND GRAVE	. 47483	09/24/2020	DUMP FEES CONTRETE TENNIS	. 704-000-53027	90.36
			Fund 704 - FACI	LITY MAJOR MAINTNANCE Total:	361.44
				Grand Total:	43,753.50

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Fund Summary

Fund		Expense Amount
100 - GENERAL FUND		16,339.39
201 - VISITOR TOURISM		559.85
202 - COMMUNITY DEVELOPMENT		7,643.35
205 - STREETS		623.57
601 - WATER		1,657.34
603 - SEWER		945.95
605 - STORM		304.10
701 - EQUIPMENT		7,682.58
702 - INFORMATION SYSTEMS		7,088.55
703 - PW OPERATIONS		547.38
704 - FACILITY MAJOR MAINTNANCE		361.44
	Grand Total:	43,753.50

Account Summary

Account Summary					
Account Number	Account Name	Expense Amount			
100-000-21300	Library Replacement Fines	66.55			
100-000-34031	Recreation Revenue	60.00			
100-704-52019	Professional Services	35.00			
100-705-52002	Personnel Uniforms Equi	345.00			
100-705-52003	Utilities	15.99			
100-705-52006	Computer Maintenance	330.00			
100-705-52019	Professional Services	292.50			
100-705-52023	Facility Maintenance	1,724.57			
100-706-52003	Utilities	22.78			
100-706-52023	Facility Maintenance	3,998.63			
100-706-52033	Printed Materials	647.29			
100-707-52008	Printing	4,172.82			
100-708-52001	Operating Supplies	30.67			
100-708-52003	Utilities	46.46			
100-708-52023	Facility Maintenance	192.08			
100-709-52003	Utilities	177.77			
100-709-52023	Facility Maintenance	304.51			
100-710-52012	Materials	111.00			
100-715-52003	Utilities	31.98			
100-715-52004	Office Supplies	525.95			
100-715-52005	Small Equipment	150.00			
100-715-52009	Postage	553.27			
100-715-52019	Professional Services	85.00			
100-715-52021	Equipment Maintenance	480.76			
100-715-52022	Fuel/Oil	31.06			
100-715-52023	Facility Maintenance	1,907.75			
201-000-52003	Utilities	49.85			
201-000-52011	Public Information	510.00			
202-721-52051	Urban Renewal	2,532.50			
202-722-52003	Utilities	117.85			
202-725-52019	Professional Services	4,993.00			
205-000-52001	Operating Supplies	33.42			
205-000-53019	North Vernonia Improve	590.15			
601-732-52019	Professional Services	1,622.00			
601-732-52022	Fuel / Oil	35.34			
603-736-52003	Utilities	86.28			
603-736-52010	Telephone	211.50			
603-736-52023	Facility Maintenance	350.39			
603-737-52003	Utilities	86.27			
603-737-52010	Telephone	211.51			
605-000-52001	Operating Supplies	304.10			
701-000-52001	Operating Supplies	290.50			
701-000-52023	Facility Maintenance	1,058.14			
701-000-53001	Capital Outlay	6,333.94			

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Account Summary

Account Number	Account Name	Expense Amount
702-000-52003	Utilities	382.35
702-000-52006	Computer Maintenance	4,800.00
702-000-52010	Telephone	1,906.20
703-734-52001	Operating Supplies	27.07
703-734-52003	Utilities	15.99
703-734-52022	Fuel / Oil	504.32
704-000-53027	Capital Outlay - Campbell	361.44
	Grand Total:	43,753.50

Project Account Summary

Project Account Key		Expense Amount
None		43,753.50
	Grand Total:	43.753.50





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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
ORKIN	202087776	10/13/2020	1810 OLD PORTLAND RD PEST	100-709-52023	150.00
DCBS FISCAL SERVICES	INV0000879	10/13/2020	JULY / AUG STATE SURCHARE	100-000-20700	8,927.61
RICOH USA INC	104185591	10/14/2020	POLICE EQUIPMENT LEASE	100-705-52023	208.68
THE LIBRARY CORPORATION	2020120075	10/14/2020	COMMUNICATIONS	100-706-52006	5,232.00
ORKIN	202087777	10/14/2020	1810 OLD PORTLAND RD PEST	100-709-52023	75.00
KECO PUMP AND EQUIPMENT	44607	10/14/2020	PERISTALTIC PUMP REPAIR KIT	100-708-52047	1,067.50
LAWRENCE OIL COMPANY	019001-2027401	10/15/2020	247749	100-715-52022	31.98
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	100-708-52001	30.67
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	100-708-52001	123.00
HUDSON GARBAGE SERVICE	10968356	10/15/2020	7547	100-705-52023	96.59
HUDSON GARBAGE SERVICE	10968356	10/15/2020	7598	100-708-52023	467.74
HUDSON GARBAGE SERVICE	10968356	10/15/2020	7636	100-708-52023	212.94
HUDSON GARBAGE SERVICE	10968356	10/15/2020	7539	100-715-52023	96.59
HUDSON GARBAGE SERVICE	10968356	10/15/2020	7601	100-715-52023	355.52
INGRAM LIBRARY SERVICES	48687395	10/15/2020	BOOKS 20C7921	100-706-52033	76.22
INGRAM LIBRARY SERVICES	48687396	10/15/2020	BOOKS 20C7921	100-706-52033	93.35
INGRAM LIBRARY SERVICES	48687397	10/15/2020	BOOKS 20C7921	100-706-52033	34.04
INGRAM LIBRARY SERVICES	48687398	10/15/2020	BOOKS 20C7921	100-000-21300	16.55
INGRAM LIBRARY SERVICES	48737958	10/15/2020	BOOKS 20C7921	100-706-52033	30.93
INGRAM LIBRARY SERVICES	48737959	10/15/2020	BOOKS 20C7921	100-706-52033	125.42
INGRAM LIBRARY SERVICES	48737960	10/15/2020	BOOKS 20C7921	100-706-52033	691.09
INGRAM LIBRARY SERVICES	48737961	10/15/2020	BOOKS 20C7921	100-706-52033	12.93
SHRED-IT C/O STERICYCLE INC	8180575184	10/15/2020	CITY HALL SHRED SERVICE	100-715-52019	87.01
BEMIS	9385 99485272	10/15/2020	INSPECTION RECORD DVD / ABD 2000010011	100-711-52004 100-706-52035	72.50 189.95
MIDWEST TAPE TROTTER & MORTON FACILITY	INV0000881	10/15/2020 10/15/2020	C11165 POLICE SERVICE HVAC	100-705-52023	1,011.00
TROTTER & MORTON FACILITY	INV0000881	10/15/2020	G10115 LIBRARY HVAC	100-706-52023	2,151.19
SOLUTIONS YES	INV251793	10/15/2020	C11461-01	100-704-52025	42.81
OREGON DEPARTMENT OF	SEPT 2020	10/15/2020	MISD SURCHARGE	100-704-32003	45.00
OREGON DEPARTMENT OF	SEPT 2020	10/15/2020	STATE DUII DIVERSION	100-000-20700	100.00
OREGON DEPARTMENT OF	SEPT 2020	10/15/2020	STATE DUII CONVICTION FEE	100-000-20700	265.00
OREGON DEPARTMENT OF	SEPT 2020	10/15/2020	STATE	100-000-20700	295.00
OREGON DEPARTMENT OF	SEPT 2020	10/15/2020	LEMLA	100-000-20800	13.80
OREGON DEPARTMENT OF	SEPT 2020	10/15/2020	STATE COURT FACILITY	100-000-20800	26.00
OREGON DEPARTMENT OF	SEPT 2020	10/15/2020	UNITARY	100-000-20800	71.09
OREGON DEPARTMENT OF	SEPT 2020	10/15/2020	STATE VIOLATION	100-000-20800	1,579.00
OREGON DEPARTMENT OF	SEPT 2020	10/15/2020	STATE MISD	100-000-20800	353.00
COLUMBIA COUNTY	SEPT 2020	10/15/2020	JAIL ASSESSMENT	100-000-20900	52.76
COLUMBIA COUNTY	SEPT 2020	10/15/2020	COUNTY ASSESSMENT	100-000-20900	591.83
COLUMBIA COUNTY	SEPT 2020	10/15/2020	CITY COURT COSTS DEDUCTED	100-000-36002	-64.46
BEMIS	9376	10/16/2020	PERMITS ISSUED FORMS	100-711-52004	56.00
CC POD LLC	INV0000884	10/16/2020	LAND USE REFUND PERMIT	100-000-35015	162.00
Geary, Dana Berniece	INV0000857	10/05/2020	Geary, Dana Berniece	100-000-20200	225.00
Staples, Richelle Marie	INV0000796	09/18/2020	Staples, Richelle Marie	100-000-20200	1,650.00
Lopez Hurtado, Vicente	INV0000797	09/22/2020	Lopez Hurtado, Vicente	100-000-20200	531.25
Lopez Hurtado, Vicente	INV0000848	09/25/2020	Lopez Hurtado, Vicente	100-000-20200	625.00
•		•	·	Fund 100 - GENERAL FUND Total:	28,288.08
Fund: 202 - COMMUNITY DEVE	ELOPMENT				
MAUL FOSTER ALONGI INC	40636	10/13/2020	SYKES ROAD RESERVOIR SITING	§ 202-721-52019	2,082.50
MAUL FOSTER ALONGI INC	40636	10/13/2020	COMMUNITY WIDE	202-721-52050	5,005.00
MAUL FOSTER ALONGI INC	40636	10/13/2020	IGA PHASE 1 LAGOON	202-722-52019	12,280.00
MAUL FOSTER ALONGI INC	40636	10/13/2020	GOVERNANCE AND PUBLIC	202-722-52019	5,365.00
MAUL FOSTER ALONGI INC	40636	10/13/2020	INDUSTRAIL PARK GRADING	202-722-52019	2,602.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAUL FOSTER ALONGI INC	40636	10/13/2020	WWTP LAGOON ON CALL	202-722-52019	1,260.00
3J CONSULTING, INC	6441	10/13/2020	ST. HELENS INDUSTRAIL	202-722-52019	2,305.06
MASONIC BUILDING LLC	OCT NOV 2020	10/13/2020	LEASE PAYMENT	202-725-52028	6,000.00
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	202-725-52028	13.78
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	202-725-52028	4.09
RADLER WHITE PARKS &	25800	10/16/2020	ACSP TRANSACTION	202-721-52019	520.00
E2C	4409	10/16/2020	ADVERTISING	202-725-52011	1,922.84
E2C	4409	10/16/2020	STAFF	202-725-52019	7,733.73
E2C	4409	10/16/2020	EQUIPMENT ST. HELENS	202-725-52028	1,191.30
E2C	4409	10/16/2020	PROPS	202-725-52028	6,780.98
E2C	4409	10/16/2020	GIFT STORE	202-725-52028	3,587.76
E2C	4409	10/16/2020	ENTERTAINMENT ST. HELENS	202-725-52028	5,797.04
COLUMBIA COUNTY CLERK	INV0000883	10/16/2020	RECORDING FEE SAN SEWER	202-721-52096	136.00
			Fund 202 - CO	MMUNITY DEVELOPMENT Total:	64,587.58
Fund: 203 - COMMUNITY ENHA	ANCEMENT				,
		10/12/2020	COVID CLIDDORT	202 704 52020	F 000 00
ALLANO CLUB	INV0000878	10/13/2020	COVID SUPPORT	203-701-52028	5,000.00
THE LIBRARY CORPORATION	2020120075	10/14/2020	COMMUNICATIONS	203-706-52078	700.00
			Fund 203 - CO	MMUNITY ENHANCEMENT Total:	5,700.00
Fund: 205 - STREETS					
K.L.S SURVEYING INC	20344	10/13/2020	PREP NEW LEGAL DESCRIP AND	205-000-53019	385.00
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	205-000-52001	32.99
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	205-000-52001	0.43
				Fund 205 - STREETS Total:	418.42
Fund: 601 - WATER					
LAWRENCE OIL COMPANY	019001-2027401	10/15/2020	247752	601-732-52022	32.93
HACH	12146619	10/15/2020	REAGENT SET CHLORINE FREE	601-731-52001	74.56
HACH	12146619	10/15/2020		601-732-52023	138.47
			REAGENT SET CHLORINE FREE		
CR WOODS GENERAL	INV0000882	10/15/2020	REIMB HYDRANT METER	601-000-37004	180.84
S & P GLOBAL RATINGS	11401575	10/16/2020	ANALYTICAL SERVICES REF OB	601-731-52019	8,250.00
				Fund 601 - WATER Total:	8,676.80
Fund: 603 - SEWER					
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	603-736-52001	26.50
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	603-737-52001	26.49
COLUMBIA RIVER PUD	10012020	10/15/2020	38633 594 S 9 ST POWER	603-737-52003	7,379.68
HUDSON GARBAGE SERVICE	10968356	10/15/2020	8333	603-736-52003	137.82
HUDSON GARBAGE SERVICE	10968356	10/15/2020	8333	603-737-52003	137.81
EUROFINS TESTAMEERICA ASL	7800001051	10/15/2020	QUARTERLY BIOASSAY TESTING	603-737-52064	4,057.50
CENTURY LINK	INV0000880	10/15/2020	600	603-736-52010	22.89
CENTURY LINK	INV0000880	10/15/2020	488	603-736-52010	124.68
CENTURY LINK	INV0000880	10/15/2020	654	603-736-52010	22.89
CENTURY LINK	INV0000880	10/15/2020	688	603-736-52010	22.89
CENTURY LINK	INV0000880	10/15/2020	293	603-736-52010	22.89
CENTURY LINK	INV0000880	10/15/2020	600	603-737-52010	22.89
CENTURY LINK	INV0000880	10/15/2020	688	603-737-52010	22.89
CENTURY LINK	INV0000880	10/15/2020	293	603-737-52010	22.89
CENTURY LINK	INV0000880	10/15/2020	488	603-737-52010	124.67
CENTURY LINK	INV0000880	10/15/2020	654	603-737-52010	22.89
S & P GLOBAL RATINGS	11401575	10/16/2020	ANALYTICAL SERVICES REF OB	603-735-52019	8,250.00
5 4.1 52557.2.18.11.11.65	11.01070	10/ 10/ 2020	,,	Fund 603 - SEWER Total:	20,448.27
				Tunu 003 - SEWER Total.	20,440.27
Fund: 702 - INFORMATION SYS					
VERIZON	9863909244	10/15/2020	CELL SERVICE ACCT 242060134		173.88
CENTURY LINK	INV0000880	10/15/2020	651	702-000-52010	44.57
CENTURY LINK	INV0000880	10/15/2020	796	702-000-52010	44.08
CENTURY LINK	INV0000880	10/15/2020	818	702-000-52010	398.40
CENTURY LINK	INV0000880	10/15/2020	131	702-000-52010	58.56
CENTURY LINK	INV0000880	10/15/2020	162B	702-000-52010	87.49
CENTURY LINK	INV0000880	10/15/2020	228	702-000-52010	89.87
CENTURY LINK			000	702 000 52010	80.18
	INV0000880	10/15/2020	909	702-000-52010	80.18
CENTURY LINK	INV0000880 INV0000880	10/15/2020 10/15/2020	130	702-000-52010	58.56
CENTURY LINK					

Expense Approval Register

Packet: APPKT00: Item #12.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTURY LINK	INV0000880	10/15/2020	798B	702-000-52010	101.58
CENTURY LINK	INV0000880	10/15/2020	967	702-000-52010	128.53
CENTURY LINK	INV0000880	10/15/2020	579	702-000-52010	45.78
			Fund 7	02 - INFORMATION SYSTEMS Total:	1,311.48
Fund: 703 - PW OPERATIONS					
LAWRENCE OIL COMPANY	019001-2027401	10/15/2020	247750	703-734-52022	92.14
LAWRENCE OIL COMPANY	019001-2027401	10/15/2020	247748	703-734-52022	980.37
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	703-734-52001	1.82
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	703-734-52001	28.58
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	703-734-52001	13.54
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	703-734-52001	13.53
HUDSON GARBAGE SERVICE	10968356	10/15/2020	7555	703-734-52023	90.49
LAKESIDE INDUSTRIES INC	139464	10/15/2020	EZ STREET ASPHALT	703-734-52001	964.06
TROTTER & MORTON FACILITY	INV0000881	10/15/2020	C10245 SERVICE HVAC	703-734-52023	251.50
				Fund 703 - PW OPERATIONS Total:	2,436.03
Fund: 704 - FACILITY MAJOR M	IAINTNANCE				
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	704-000-53013	-21.00
DAHLGREN'S DO IT BEST	09252020	10/15/2020	BUILDING SUPPLIES ACCT	704-000-53013	530.92
KNIFE RIVER CORP NW	2400413	10/15/2020	LIBRARY ROCK	704-000-53013	1,411.20
TROTTER & MORTON FACILITY	INV0000881	10/15/2020	G10115 LIBRARY HVAC	704-000-52028	1,434.13
MACKENZIE	1069269	10/16/2020	ST. HELENS POLICE NEEDS	704-000-53024	9,588.00
			Fund 704 - FA	CILITY MAJOR MAINTNANCE Total:	12,943.25
				Grand Total:	144,809.91

Fund Summary

Fund	-	Expense Amount
100 - GENERAL FUND		28,288.08
202 - COMMUNITY DEVELOPMENT		64,587.58
203 - COMMUNITY ENHANCEMENT		5,700.00
205 - STREETS		418.42
601 - WATER		8,676.80
603 - SEWER		20,448.27
702 - INFORMATION SYSTEMS		1,311.48
703 - PW OPERATIONS		2,436.03
704 - FACILITY MAJOR MAINTNANCE		12,943.25
	Grand Total:	144,809.91

Account Summary

Account Summary			
Account Number	Account Name	Expense Amount	
100-000-20200	Bail Deposit	3,031.25	
100-000-20700	State Surcharge	9,337.61	
100-000-20800	State Assessment	2,337.89	
100-000-20900	County Assessment	644.59	
100-000-21300	Library Replacement Fines	16.55	
100-000-35015	Planning Fees	162.00	
100-000-36002	Fines - Court	-64.46	
100-704-52005	Small Equipment	42.81	
100-705-52023	Facility Maintenance	1,316.27	
100-706-52006	Computer Maintenance	5,232.00	
100-706-52023	Facility Maintenance	2,151.19	
100-706-52033	Printed Materials	1,063.98	
100-706-52035	Audio Materials	189.95	
100-708-52001	Operating Supplies	153.67	
100-708-52023	Facility Maintenance	680.68	
100-708-52047	Marine Board	1,067.50	
100-709-52023	Facility Maintenance	225.00	
100-711-52004	Office Supplies	128.50	
100-715-52019	Professional Services	87.01	
100-715-52022	Fuel/Oil	31.98	
100-715-52023	Facility Maintenance	452.11	
202-721-52019	Professional Services	2,602.50	
202-721-52050	Community Wide	5,005.00	
202-721-52096	CDBG Grant Expenses	136.00	
202-722-52019	Professional Services	23,812.56	
202-725-52011	Public Information	1,922.84	
202-725-52019	Professional Services	7,733.73	
202-725-52028	Projects & Programs	23,374.95	
203-701-52028 203-706-52078	Projects & Programs	5,000.00	
203-706-52078	Library Donations Expense	700.00	
205-000-52001	Operating Supplies North Vernonia	33.42 385.00	
601-000-37004	Miscellaneous - General	180.84	
601-731-52001	Operating Supplies	74.56	
601-731-52001	Professional Services	8,250.00	
601-732-52022	Fuel / Oil	32.93	
601-732-52022	Facility Maintenance	138.47	
603-735-52019	Professional Services	8,250.00	
603-736-52001	Operating Supplies	26.50	
603-736-52001	Utilities	137.82	
603-736-52010	Telephone	216.24	
603-737-52001	Operating Supplies	26.49	
603-737-52003	Utilities	7,517.49	
603-737-52010	Telephone	216.23	
603-737-52064	Lab Testing	4,057.50	
702-000-52010	Telephone	1,311.48	
		2,022.10	

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Account Summary

Account Number	Account Name	Expense Amount
703-734-52001	Operating Supplies	1,021.53
703-734-52022	Fuel / Oil	1,072.51
703-734-52023	Facility Maintenance	341.99
704-000-52028	Projects & Programs	1,434.13
704-000-53013	Capital Outlay - Library	1,921.12
704-000-53024	Capital Outlay - PD Station	9,588.00
	Grand Total:	144,809.91

Project Account Summary

Project Account Key		Expense Amount
None		144,809.91
	Grand Total:	144,809.91