



COUNCIL REGULAR SESSION

Wednesday, August 02, 2023 at 7:00 PM

COUNCIL MEMBERS:

Mayor Rick Scholl
Council President Jessica Chilton
Councilor Patrick Birkle
Councilor Mark Gundersen
Councilor Brandon Sundeen

LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)

Website | www.sthelensoregon.gov

Email | kpayne@sthelensoregon.gov

Phone | 503-397-6272

Fax | 503-397-4016

AGENDA

CALL REGULAR SESSION TO ORDER

PLEDGE OF ALLEGIANCE

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

APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- [1.](#) Oregon Community Development Block Grant Contract for Sewer Capacity Improvement Project
- [2.](#) Agreement with Lucy Heil to Provide Legal Assistance to Indigent Defendants Charged with Criminal Misdemeanors
- [3.](#) Agreement with Steve Sharfstein to Provide Legal Assistance to Indigent Defendants Charged with Criminal Misdemeanors

CONSENT AGENDA FOR APPROVAL

- [4.](#) Council Minutes dated June 21, 29, and July 5, 2023
- [5.](#) Library Board 5-Year Strategic Plan
- [6.](#) Accounts Payable Bill Lists
- [7.](#) Declare Surplus Property - Police Dept.

WORK SESSION ACTION ITEMS

COUNCIL MEMBER REPORTS

MAYOR SCHOLL REPORTS

OTHER BUSINESS

ADJOURN

VIRTUAL MEETING DETAILS

Join: <https://us02web.zoom.us/j/85716202124?pwd=bkJwZVIwQVJCY29sVkxEQk5NZWI1QT09>

Meeting ID: 857 1620 2124

Passcode: 080968

Dial: 669-900-9128

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

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

STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT CONTRACT

“City of St. Helens - Sewer Capacity Improvement Project ”

This Contract, number P23001, dated as of the Effective Date (as defined below), is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of St. Helens, Oregon (“Recipient”).

The parties agree as follows:

SECTION 1 - CONTRACT

This Contract shall include the following, which are by this reference incorporated herein and which, in the event of inconsistency between any of the terms, are to be interpreted in the following order of precedence:

- A. This Contract without any Exhibits;
- B. Special Conditions of Award – Public Works Final Design Grant, attached as Exhibit A;
- C. Recipient’s Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying, attached as Exhibit B and Exhibit C, respectively;
- D. A description of the project approved by OBDD (the “Project”), attached as Exhibit D;
- E. Approved Project budget showing breakdown of sources of funds, attached as Exhibit E, which supersedes any prior drafts of the Project budget, including, but not limited to, the Project budget that is in Recipient’s application dated 27 April 2023 (“Application”); and
- F. Information Required by 2 CFR § 200.332(a)(1), attached as Exhibit F.

SECTION 2 - GRANT

In reliance upon Recipient’s Application and Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying as described in Exhibit B and Exhibit C, respectively, and subject to the terms and conditions of this Contract, OBDD agrees to provide Recipient funds in the amount of **\$2,500,000** (“Grant Funds”), the use of which is expressly limited to the Project and the activities described in Exhibit D. The use of these funds is also limited to the approved Project Budget in Exhibit E and subject to the Special Conditions of Award in Exhibit A.

Subject to the terms and conditions of this Contract, including, but not limited to, the Pre-Expenditure Authorization required under Section 3 below, OBDD shall disburse the Grant Funds to Recipient on an expense-reimbursement basis after OBDD’s receipt and approval of disbursement requests from Recipient, each on a disbursement request form provided by OBDD.

Disbursements are contingent upon OBDD’s receipt of an Electronic Transfer Authorization for receiving disbursements from Recipient.

SECTION 3 - PRE-EXPENDITURE AUTHORIZATION

Before Recipient makes any expenditure or incurs any obligation for the Project on account of which it intends to seek reimbursement under Section 2, Recipient must first obtain OBDD’s written authorization to make the expenditure or incur the obligation (“Pre-Expenditure Authorization”).

SECTION 4 - EFFECTIVE DATE; PROJECT COMPLETION DEADLINE

- A. This Contract shall become effective on the date (“Effective Date”) this Contract is fully executed and approved as required by applicable law. The approved grant activities **must be completed within 24 months** after the Effective Date (“Project Completion Deadline”).
- B. By the Project Completion Deadline, all Project activities must be completed, including the submission of the Project completion report on a form provided by OBDD, and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted. Unless exempt from federal audit requirements, the audit for the final fiscal year of the Project shall be submitted to OBDD as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Deadline.

SECTION 5 - RECIPIENT’S COVENANTS - COMPLIANCE WITH LAWS

- A. Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following, as they may be amended from time to time:
- (1) Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the “Act”) and with all related applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
 - (2) Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
 - (3) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). For Section 3 covered construction projects receiving more than \$200,000 under this Contract, Recipient shall cause or require the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000.
 - (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (2005);
 - (5) Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3704-3708 (1994), and all regulations promulgated pursuant thereto and all other applicable federal laws and regulations pertaining to labor standards.
 - (6) ORS 279C.815 that in certain cases requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on projects in Oregon. Recipient will obtain applicable rates to be paid to workers and other requirements of ORS 279C.815 from the Oregon Bureau of Labor and Industries.
 - (7) Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).

- (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
 - (9) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996).
 - (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
 - (11) Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
 - (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
 - (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
 - (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.80-35.98 (1997).
 - (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4156 (1994).
 - (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
 - (17) ORS §§294.305-294.565 and other applicable state laws for county and municipal administration.
 - (18) Special program and grant administration requirements imposed by OBDD related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and OBDD's 2023 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcome Performance Measurement Reporting" by Recipient.
 - (19) Economic benefit data requested by OBDD from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Deadline. Upon such request by OBDD, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.
- B. When procuring property or services to be paid for in whole or in part with Community Development Block Grant ("CDBG") funds, Recipient shall comply with the Oregon Public Contracting Code (ORS Chapters 279A, 279B, and 279C, as applicable), Chapter 137 (Divisions 046, 047, 048 and 049) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable. The State of Oregon model rules for public bidding and public contract exemptions shall govern procurements under this Contract if Recipient or its public contract review board does not adopt

those, or similar, rules. If Recipient or its public contract review board has adopted similar rules, those rules shall apply.

All employers, including Recipient, that employ subject workers in the State of Oregon must comply with ORS §656.017 and provide the required Worker' Compensation coverage, unless such employers are exempt under ORS §656.126. Recipient shall insure that each of its contractors and subgrantees complies with these requirements.

- C. Federal audit requirements. The grant is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number and title is "14.228 Community Development Block Grant." Recipient is a subrecipient.

(1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 C.F.R. part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.

(2) Audit costs for audits not required in accordance with 2 C.F.R. part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.

(3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

SECTION 6 - OTHER COVENANTS OF RECIPIENT

- A. Recipient's activities funded by this grant must meet one of three national objectives established by the U.S. Congress. Recipient covenants the activities it will undertake with the Grant Funds will meet the following national objective:
- (X) (1) Activities primarily benefitting low- and moderate-income persons;
(24 C.F.R. 570.483(b))
 - () (2) Activities which aid in the prevention or elimination of slums and blight;
(24 C.F.R. 570.483(c))
 - () (3) Activities designed to meet community development needs having a particular urgency;
(24 C.F.R. 570.483(d))
- B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations.

Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions the certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

- D. Recipient shall insert a clause in all documents prepared with the assistance of Grant Funds acknowledging the participation of federal and state CDBG funding.
- E. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. Recipient acknowledges and agrees that OBDD and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Recipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with state and local requirements concerning the privacy of personal records.

- F. This grant and the activities funded by the Grant Funds shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, as they may be amended from time to time, and Recipient will affirmatively further fair housing.
- G. Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
- (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or

- (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Recipient certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).

- H. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994) (“NEPA”), and such other provisions of law that the applicable regulations specify that would otherwise apply to HUD federal projects, in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994), as they may be amended from time to time. Recipient shall provide such certification as required by the Secretary of HUD. Recipients will perform reviews in accordance with 24 C.F.R. §58.1 et seq. (2003) and the other federal authorities listed at 24 C.F.R. §58.5 (2003), as they may be amended from time to time.
- I. All non-exempt Project activities must be reviewed for compliance with the following as they may be amended from time to time: 36 C.F.R. §§800.1-800.16 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
- J. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
- K. Recipient shall execute, and shall cause its first tier contractors or subrecipients receiving subcontracts exceeding \$100,000 to execute and file with Recipient, the certification set forth in Exhibit C hereof.
- L. No lead-based paint will be used in residential units.
- M. Recipient shall provide to OBDD documentation of Recipient’s efforts and results in meeting the performance measures contained in OBDD’s 2022 Program Guidelines (Method of Distribution). Recipient’s accomplishment of such performance measures or its failure to do so will be considered by OBDD when awarding future grants.
- N. Contributory Liability and Contractor Indemnification.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any

instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

SECTION 7 - DETERMINATION

OBDD has made the determination that Recipient is a subrecipient, in accordance with 2 CFR §200.330. Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

SECTION 8 - TERMINATION

- A. OBDD reserves the right to terminate this Contract immediately upon notice to Recipient:
 - (1) if Recipient fails to perform or breaches any of the terms of this Contract; or
 - (2) if Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract; or
 - (3) if OBDD or the Oregon Community Development Block Grant Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to carry out the terms of this Contract; or
 - (4) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either this grant or the disbursement of Grant Funds are prohibited.
- B. OBDD may impose sanctions on Recipient for failure to comply with provisions of this Contract or OAR Chapter 123, Division 80. When sanctions are deemed necessary, OBDD may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the Contract and recover all funds released prior to the date of notice of cancellation.

SECTION 9 - MISCELLANEOUS

- A. OBDD’s obligations are subject to receiving, **within 60 days of receipt**, this Contract, duly executed by an authorized officer of Recipient, and such certificates, documents, opinions and information that OBDD may reasonably require.
- B. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third

persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth on the signature page of this Contract, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

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

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

- E. This Contract and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of OBDD to enforce any provision of this Contract shall not constitute a waiver by OBDD of that or any other provision.

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



STATE OF OREGON
 acting by and through its
 Oregon Business Development Department
 775 Summer Street NE Suite 200
 Salem, OR 97301-1280
 Phone: 971-375-7892



CITY OF ST. HELENS

265 Strand Street
 St. Helens, OR 97051
 Phone: 503-366-8207

By: _____
 Chris Cummings, Deputy Director

By: _____
 The Honorable Rick Scholl, Mayor

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

 /s/ David Berryman per email dated 10 July2023
 David Berryman, Assistant Attorney General

- Exhibit A: Special Conditions of Award - Public Works Final Design Grant
- Exhibit B: Certification of Compliance
- Exhibit C: Certification Regarding Lobbying
- Exhibit D: Project Description
- Exhibit E: Project Budget
- Exhibit F: Information Required by 2 CFR § 200.332(a)(1)

EXHIBIT A: SPECIAL CONDITIONS OF AWARD - PUBLIC WORKS FINAL DESIGN GRANT

1. All matching funds must be secured in writing within four (4) months following the Effective Date of this Contract or the Contract may be terminated. In any case, OBDD will not disburse CDBG funds until Recipient provides OBDD with evidence that all Project matching funds have been received by Recipient.
2. All Project-related contracts must be received by OBDD ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project-related bid documents must be received by OBDD at least ten (10) days before they are advertised.
3. Prior to the approval of the first drawdown of grant funds for this Project, Recipient shall provide the following to OBDD:
 - a. Copy of an adopted Fair Housing resolution and evidence that this resolution has been published within six (6) months prior to the grant drawdown.
 - b. Copy of a completed self-evaluation checklist required by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) or the Americans with Disabilities Act of 1990, 42 U.S.C. §§12111-12213 (1994), as they may be amended from time to time.
 - c. Fair Housing Resolution affidavit of publication. Publication must be no more than six months prior to submission of Recipient's first disbursement request. Attach a copy of the published Fair Housing Resolution. Recipient must also undertake at least one additional activity to promote fair housing opportunities in its jurisdiction prior to final draw of Grant funds.
4. Where the approved Project budget includes local funds and CDBG funds for a specific line item activity, those local funds must be expended before Recipient can request CDBG funds for the activity, unless otherwise authorized by OBDD.
5. Recipient must obtain review of design plans by the appropriate regulatory agency (e.g., State Health Division, Department of Environmental Quality, Environmental Protection Agency, et cetera.). Any comments resulting from the regulatory agency's review must be sent to OBDD prior to the approval of final plans by Recipient.
6. Recipient shall cause individual service meters to be installed on those portions of a drinking water Project assisted with CDBG funds.
7. For a sewer line Project, Recipient shall adopt a mandatory sewer hook-up ordinance or resolution prior to any drawdown of CDBG funds.
8. Where the Project is for construction of water or sewer facilities in a community with an unmetered water system, Recipient and the owner of the water system shall meet with the State Water Resources Department and develop a mutually agreeable plan for metering the entire community water system.

**EXHIBIT B - RECIPIENT'S CERTIFICATION OF COMPLIANCE
WITH STATE AND FEDERAL LAWS AND REGULATIONS**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to OBDD from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301. These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. it has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act;
2. it possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project;
3. its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein;
4. the person identified as the official representative of Recipient in the application and the Contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf;
5. the Contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents; and
6. the Contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with their terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

1. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
2. provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
3. furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
4. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

5. provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
6. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to OBDD or as to grants already made substantial changes from Recipient's application to OBDD to activities; and
8. provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient represents, warrants and certifies that:

1. it has complied with its obligations as described in Section 6.F of this Contract; and
2. it is following the State of Oregon Residential Antidisplacement and Relocation Assistance Plan unless it adopts and makes public its own plan which complies with 24 C.F.R. §42.325. Recipient also certifies that it will minimize the displacement of persons as a result of activities assisted with Oregon CDBG funds.

Recipient further represents, warrants and certifies that:

1. the grant will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, as they may be amended from time to time, and Recipient will affirmatively further fair housing; and
2. no lead-based paint will be used in residential units.

Recipient further represents, warrants and certifies that:

1. it has carried out its responsibilities as described in Section 6.H of the Contract;
2. the officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);
3. such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77; and
4. such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

City of St. Helens

Signed

Title

Date

EXHIBIT C - CERTIFICATION REGARDING LOBBYING (CDBG Awards exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of St. Helens

Signed

Title

Date

EXHIBIT D - PROJECT DESCRIPTION

Recipient shall hire an engineer licensed in the State of Oregon to complete final design specifications for its sewer capacity improvement project. Final design specifications will include, but are not limited to:

1. Sanitary Sewer Basin 6 upgrades to upsize approximately 10,000 feet of sewer mainlines on Sykes Road, Port Avenue, Gable Road, and Old Portland Road at Kaster Road;
2. Sanitary Sewer Basin 5 upgrades to upsize approximately 3,500 feet of sewer mainline on 4th Street. Sanitary Sewer Basin 5 is an intercepter and serves as the main sewage collector for Sanitary Sewer Basins 1, 2, 3, and 4; and
3. Sanitary Sewer Basin 4 upgrades to upsize and reroute approximately 4,700 feet of sewer mainline to increase inflow and infiltration and avoid overflow.

EXHIBIT E - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Estimated Budget
Engineering	\$2,234,700	\$1,120,000
Grant Administration	\$0	\$35,000
Legal Review/Fees	\$0	\$15,000
Permitting	\$265,300	\$15,000
Total	\$2,500,000	\$1,185,000

EXHIBIT F - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in SAM): City of Saint Helens
- (ii) Subrecipient's Unique Entity Identifier (SAM): QL21TTFKS111
- (iii) Federal Award Identification Number (FAIN): B-22-DC-41-0001
- (iv) Federal Award Date: 27 September 2022
- (v) Sub-award Period of Performance Start and End Date: 24 months from Contract execution
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$2,500,000
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$2,500,000
- (viii) Total Amount of Federal Award to the pass-through entity: \$11,885,356
- (ix) Federal award project description: The FFY 2022 State Community Development Block Grant Program funds will be awarded through a competitive application process to rural communities in Oregon for the following project types: Public Works Projects, Community Facilities, Owner-occupied Housing Rehabilitation and Microenterprise Assistance. CDBG projects will meet the national objective of benefitting low- and moderate-income persons or an urgent need.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Department of Housing and Urban Development
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Edward Tabor, Infrastructure and Program Services Director , 503-949-3523
- (xi) CFDA Number and Name: 14.228 Community Development Block Grant
Amount: \$2,500,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

* For the purposes of this Exhibit F, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

CITY OF ST HELENS, OREGON***PROFESSIONAL SERVICES AGREEMENT***

This Professional Services Agreement is entered into between **Lucy Heil** (hereinafter, “Attorney”) and the City of St. Helens (“the City”) for the limited purpose of retaining Attorney to provide legal assistance to indigent defendants charged with criminal misdemeanors in The St. Helens Municipal Court.

AGREEMENT:

In consideration of the mutual promises contained below, the parties agree as follows:

1. Independent Contractor

Attorney has been engaged by the City to provide certain limited services to the City which shall be referred to in this Agreement as the “Services.” The parties recognize and agree that Attorney is acting as an independent contractor, and not as an agent or employee of the City. As an independent contractor, Attorney is not eligible for, and shall not participate in, workers’ compensation, retirement, insurance or other benefits afforded to employees of the City. Attorney waives any and all rights that Attorney might have under the City’s welfare, pension, profit-sharing or other benefit plans.

The City shall not withhold or pay any federal, state or local income or payroll tax of any kind on behalf of Attorney. Attorney acknowledges and agrees that they are solely responsible for the payment of any income or other taxes related to the Agreement and indemnifies and holds the City harmless for its failure to withhold or pay such income or payroll taxes.

Nothing in this Agreement shall create any partnership, joint venture, employment relationship or similar relationship between Attorney and the City. Attorney will not represent that they are the City’s employee or agent nor enter into any agreement on the City’s behalf. Neither party can be bound by the other to any contract, arrangement or understanding except with that party’s prior written consent.

In the event that Attorney is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Attorney under the terms of this Agreement, to the full extent of any benefits or other remuneration Attorney receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Attorney or to a third party) as a result of said finding.

2. The Services

Attorney will perform legal defense services for indigent defendants appointed to Attorney by the St. Helens Municipal Judge. Attorney will provide all equipment and supplies reasonably necessary to perform services. Attorney will perform the Services in a professional manner, and Attorney is responsible for any deficiencies in their work product or Services. Subject to the conditions of this Agreement, Attorney will retain control over the manner in which they perform the Services. Attorney will not subcontract any Services and will personally perform all Services.

3. Compensation

Payment for the services rendered by Attorney will be at the rate of **\$2,000** per month, paid out of the City's budget for indigent defense with approval of the City's Finance Department.

4. Term

The term of this Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall commence from **August 1, 2023 to June 30, 2024**. This term may be extended by mutual written agreement of the parties.

5. Termination

Either party may terminate this Agreement without cause by providing the other party with 30 days' prior written notice at the address listed below the party's signature line at the end of this Agreement. Upon receipt of notice from the City, Attorney may, at their option, decline to accept any additional new cases and so notify the City immediately in writing.

6. No Fringe Benefits

As an independent contractor, Attorney is not eligible for, and shall not participate in, workers' compensation, retirement, insurance or other benefits afforded to employees of the City. Attorney waives any and all rights that Attorney might have under the City's welfare, pension, profit-sharing or other benefit plans.

7. Expenses

The City shall not be responsible for any expenses paid or incurred by Attorney unless otherwise agreed in advance in writing.

8. Federal, State and Local Taxes

The City shall not withhold or pay any federal, state or local income or payroll tax of any kind on behalf of Attorney. Attorney acknowledges and agrees that Attorney is solely responsible for the payment of any income or other taxes related to the Agreement and indemnifies and holds the City harmless for its failure to withhold or pay such income or payroll taxes.

9. Compliance With Laws

Attorney will (a) comply with all federal, state and local laws, ordinances, regulations and orders with respect to performance of the Services, (b) file all reports relating to the Services (including, without limitation, tax returns), (c) pay all filing fees and federal, state and local taxes applicable to Attorney's business as the same shall become due, and (d) pay all amounts when due required under local, state and federal law related to Attorney's business, including, but not limited to, workers' compensation coverage, unemployment insurance and any other required employee benefits.

10. Disclaimer

The City disclaims any responsibility for the safety of Attorney's workplace, and Attorney agrees to solely assume the risk of, and indemnify the City for, any injury or damage to persons or property arising out of or related to the Services contemplated under this Agreement.

11. Insurance; Risk of Loss

Attorney will maintain insurance policies (including, without limitation, professional liability insurance and statutory workers' compensation insurance) that are sufficient to protect Attorney's business against all applicable risks. Attorney will be liable for all loss or damage, other than ordinary wear and tear, to the City's property in Attorney's possession or control. In the event of any such loss or damage, Attorney will pay the City the full current replacement cost of such equipment or property within 30 days after its loss or damage.

12. No Conflicting Obligations

Attorney warrants and represents that (a) Attorney will not, in performing the Services, make use of information which is the property of and/or confidential to any employer or other person or entity for whom Attorney has performed services, and (b) Attorney is not currently subject to any restriction which would prevent or limit Attorney from carrying out the Services for the City.

13. Business Opportunities

Attorney agrees not to take advantage of or divert any actual or potential business opportunity of the City of which he became aware during the course of his engagement for the gain, profit or benefit of himself or any other person.

14. Protection of City Property

All records, files, manuals, client lists, forms, materials, supplies, computer programs, and other information or materials furnished to Attorney by the City, used on its behalf, or generated or obtained during the course of providing the Services are the property of the City (collectively "City Property"). Attorney will use City Property for the sole use and benefit of the City and will take all reasonable precautions to safely secure and preserve such property. Attorney, except as necessary for the benefit of the City and to provide the Services, agrees not to make or cause to be made any copies, duplicates or other reproductions, or abstracts or summaries, of any

of the City's Property. Upon termination of this Agreement, and at any other time upon the City's request, Attorney will immediately deliver to the City or its authorized representative, all of the City Property. Attorney shall retain no copies of any of the City Property.

15. Indemnification

Attorney will indemnify, defend and hold the City (and the City's agents and contractors) harmless from all claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of Attorney's employees, agents or other contractors) that is based upon (a) Attorney's breach of this Agreement, (b) a claim that Attorney is not an independent contractor or (c) any negligent act or omission of Attorney.

16. Assignment

The contractual obligations of Attorney are personal and neither the rights nor obligations under this Agreement may be assigned or transferred by Attorney to any other person without the City's prior written consent.

17. Waiver

Failure to insist upon strict compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition, nor shall any waiver or relinquishment of any right or power under this Agreement at any one or more times be deemed a waiver or relinquishment of such right or power at any other time.

18. Amendment

No waiver, amendment or modification of this Agreement or any portion thereof, including any future representations that are inconsistent with the terms set forth herein, shall be valid unless made in writing and duly executed by each party hereto.

19. Applicable Law/Venue/Jurisdiction

This Agreement shall be governed by, and construed and enforced in accordance with, the substantive and procedural laws of the State of Oregon without regard to rules governing conflicts of law applicable to contracts made and to be carried out in Oregon.

20. Compliance with ORS 670.600

Attorney warrants that he understands and agrees that:

- (1) The City will not control the means or manner of how Attorney will provide the labor or services, other than specifying the desired results;

- (2) Attorney is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for Attorney to conduct the business;
- (3) If licensure is required under ORS chapter 671 or 701, Attorney will ensure that they are licensed;
- (4) Attorney is customarily engaged in an independently established business (that is, Attorney meets 3 out of the 5 requirements below):
 - (a) Maintains a business location that is separate from the business or work location of the City, or that is in a portion of the Attorney's residence that is used primarily for business.
 - (b) Bears the risk of loss related to the business or the provision of services as shown by factors such as:
 - (A) The person enters into fixed-price contracts;
 - (B) The person is required to correct defective work;
 - (C) The person warrants the services provided; or
 - (D) The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
 - (c) Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Makes a significant investment in Attorney's business through means such as purchasing tools or equipment necessary to provide the services; paying for the premises or facilities where the services are provided; or paying for licenses, certificates or specialized training required to provide the services.
 - (e) Has the authority to hire and fire other persons to provide or to assist in providing the services and has the authority to fire those persons.

21. Severability

If any clause or provision in this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that clause or provision shall be void and the remainder of this Agreement shall remain in full force and effect.

22. Entire Agreement

This Agreement contains the entire agreement of the parties. This Agreement shall terminate and supersede any prior written or oral agreements or understandings between the parties regarding the subject matter of this Agreement.

23. Acknowledgment

Attorney acknowledges that Attorney has read this Agreement, has had an opportunity to consult with an attorney regarding its terms, fully understands the meaning and significance of such terms, and accepts and signs this Agreement as his own free act and in full and complete understanding of its present and future legal effect.

By signing below, each of the parties enters into this Agreement as of the date below.

CITY OF ST. HELENS

ATTORNEY

By: _____

By: _____

Printed Name: John Walsh
Title: City Administrator

Printed Name: Lucy Heil
Federal Taxpayer ID #:

Date: _____

Date: _____

Address: 265 Strand Street
St. Helens, OR 97051

Address:

By: _____,
Kathy Payne, City Recorder

Date: _____

CITY OF ST HELENS, OREGON

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into between **Steve Sharfstein** (hereinafter, “Attorney”) and the City of St. Helens (“the City”) for the limited purpose of retaining Attorney to provide legal assistance to indigent defendants charged with criminal misdemeanors in The St. Helens Municipal Court.

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In consideration of the mutual promises contained below, the parties agree as follows:

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 - (b) Bears the risk of loss related to the business or the provision of services as shown by factors such as:
 - (A) The person enters into fixed-price contracts;
 - (B) The person is required to correct defective work;
 - (C) The person warrants the services provided; or
 - (D) The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
 - (c) Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
 - (d) Makes a significant investment in Attorney's business through means such as purchasing tools or equipment necessary to provide the services; paying for the premises or facilities where the services are provided; or paying for licenses, certificates or specialized training required to provide the services.
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If any clause or provision in this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that clause or provision shall be void and the remainder of this Agreement shall remain in full force and effect.

22. **Entire Agreement**

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23. **Acknowledgment**

Attorney acknowledges that Attorney has read this Agreement, has had an opportunity to consult with an attorney regarding its terms, fully understands the meaning and significance of such terms, and accepts and signs this Agreement as his own free act and in full and complete understanding of its present and future legal effect.

By signing below, each of the parties enters into this Agreement as of the date below.

CITY OF ST. HELENS

ATTORNEY

By: _____

By: _____

Printed Name: John Walsh
Title: City Administrator

Printed Name: Steve Sharfstein

Federal Taxpayer ID #:

Date: _____

Date: _____

Address: 265 Strand Street
St. Helens, OR 97051

Address:

By: _____,
Kathy Payne, City Recorder

Date: _____

City of St. Helens

Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 2nd day of August, 2023 are the following Council minutes:

2023

- Work Session and Executive Session Minutes dated June 21, 2023
- Special Session Minutes dated June 29, 2023
- Executive Session Minutes dated July 5, 2023

After Approval of Council Minutes:

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



COUNCIL WORK SESSION

Wednesday, June 21, 2023

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Council President Jessica Chilton
 Councilor Patrick Birkle
 Councilor Mark Gundersen
 Councilor Brandon Sundeen

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Lisa Scholl, Deputy City Recorder
 Crystal King, Communications Officer
 Brian Greenway, Police Chief
 Joe Hogue, Police Lieutenant
 Suzanne Bishop, Library Director
 Gloria Butsch, Finance Director

Dylan Gaston, Police Detective
 Jamin Coy, Police Officer
 Adam Hartless, Police Officer
 Johnathon Sprinzl, Police Officer
 Jonathon Anderson, Police Officer
 Everardo Medina, Code Enforcement Officer
 Bill Monahan, Contracted City Attorney
 Tina Curry, Contracted Event Coordinator

OTHERS

Steve Toschi	Chris Iverson
Brady Preheim	Eddie Dunton
Steve Topaz	Suzie Dahl
Conor Delaney	Barbara Dickerson

CALL WORK SESSION TO ORDER – 2:00 p.m.

INTRODUCTION OF NEW POLICE OFFICERS JOHNATHON SPRINZL AND JONATHON ANDERSON

Lieutenant Joe Hogue introduced new Police Officers Johnathon Sprinzl and Jonathon Anderson, followed by a pinning ceremony. They will be attending a 16-week academy in October.

Mayor and council members welcomed them to the City.

VISITOR COMMENTS - Limited to three (3) minutes per speaker

- ◆ Steve Toschi. He talked about the City's successful tourism events. They are successful because of all the work done by Tina Curry and Chris Cannard. It's difficult to make everyone happy. There's room to do more if people want to add events.
- ◆ Steve Topaz. He submitted a copy of his testimony into the record.
 1. There was a DEQ Zoom meeting a couple weeks ago about the Pulp & Talbot property. No one from the City attended. He explained that contaminants must be removed and then a barrier would go between the surface and bedrock. It is estimated to cost \$25 million. That property is smaller than the White Paper Mill's site, which DEQ suggests a sand and charcoal separation method.

2. Council approved adding a Police Officer position, but now it is not being filled because of finances. He suggests eliminating the Government Affairs Specialist position because it was not approved by Council to help fund it.
3. He was asked why he keeps speaking at Council meetings when his questions are not answered and the minutes lack details. He knows Council doesn't listen. He warns businesses and developers against doing business in St. Helens.

DISCUSSION TOPICS

1. Length of Service Recognition - Building Official Mike De Roia for 5 Years

Mayor Scholl recognized Mike De Roia for five years of service. De Roia is in the field conducting building inspections right now.

Columbia County Land Development Services Director Suzie Dahl talked about the relationship between the City and County to provide Building plan review and inspections services. She has worked with De Roia for five years and has experienced his sincere dedication to serve with compassion and community wellbeing. His positive can-do attitude, communication skills, professionalism, and expertise are invaluable. She congratulated De Roia for his five years and looks forward to many more.

Mayor Scholl thanked Suzie for her kind words and agreed that he's a great guy.

2. Annual Report from Insurance Agent of Record - *Chris Iverson, Hagan Hamilton Insurance*

Chris Iverson reviewed his report. A copy is included in the archive packet for this meeting. Some highlights were:

- He recommends staying in the CIS program.
- There is an increase in premiums.
- Council can reduce the Cyber Liability deductible from \$50,000 to \$25,000 for an additional \$1,700.
- He recommends an increase to Workers Comp insurance.

It was the consensus of the Council to lower the deductible for Cyber Liability and bring back an estimate to City Administrator Walsh for Workers Comp insurance.

3. Annual Report from City Auditor - *Conor Delaney of Pauly Rogers Co*

Conor Delaney reviewed his report. A copy is included in the archive packet for this meeting. Some highlights were:

- It does not appear that public notice was distributed for the June 2022 Supplemental Budget Hearing.
- There were some instances of actual expenditures exceeding the appropriations. He pointed out that is common among cities with not knowing exactly what expenditures will be for the year.
- Thanked Contracted Finance Director Jon Ellis for the work he did.
- Thanked Finance Director Gloria Butsch and her staff for helping complete the audit.

Mayor Scholl thanked Ellis and Butsch.

4. Semi-Annual Report on Tourism - *Tina Curry, E2C Productions*

Contracted Event Coordinator Tina Curry reviewed her report. A copy is included in the archive packet for this meeting. Some highlights were:

- 13 Nights on the River is going well. They have solved some of the problems they were having with kids.
- Science Circus in the Plaza in May
- 4th of July activities are coming up. Parking will need to be planned in advance.
- Third Annual Sand Island Sandcastle Competition is in August

- Mardi Gras Street Party in July
- Spirit of Halloweentown activities begin September 16
- Retail sales increase during events
- New sponsors have been added
- Halloween Hunt will take visitors Uptown
- Nightmare on 4th Street returns
- Additions to the Alien Museum
- Event billboards will be on Highway 30
- Reviewed tourism highlights
- Volunteers needed
- Updated haunted house
- More celebrities coming, including Marnie
- Spirit of Halloweentown will not have downtown parking. Parking will be via shuttle service at the Recreation Center.
- Enhanced video surveillance
- Public Works is helping with boat prep
- Penny press at Split Ink now
- Vending machine is now in the black
- Upgrades to Sand Island
- New Halloween installations
- SunMaid Raisins campaign was very successful last year
- Film crew will be back to continue their documentary
- OPB will do a segment on the Sandcastle competition
- Thanked Council, staff, volunteers, organizations, guests, and the community
- Talked about the challenges with harassment, parking, and correcting inaccurate information when it's heard
- Volunteering to help people clean up front yards

Council President Chilton asked about a pre-Halloweentown meeting. Tina said she has been meeting with individual groups and vendors. She plans to have a meeting the second or third week of July.

Mayor Scholl pointed out that Tina's wages are not paid from the General Fund. She is paid by the revenue generated from events. Tina gives back to the community more than the City spends. There have been a lot of questions and concerns of why the City is paying for tourism and they are cutting an officer position. He asked how Tina feels about a public safety fee being added to ticket sales. Tina said she does not think that's a good idea. Mayor Scholl is concerned that additional public safety is needed for events and that is a mechanism to pay for it. Tina said they tried to hire the Police Department and pay them time and a half, but they refused. Mayor Scholl pointed out they are short-staffed. Tina explained that money from events does go back into the General Fund and they can spend that however they want. She is in favor of security during events. Council President Chilton would like to talk about it further at a future meeting.

Council thanked Tina.

5. Review Amendment to Otak Agreement for Project Management of Public Safety Building - *City Administrator John Walsh*

City Administrator Walsh reviewed the amendment. A copy is included in the archive packet for this meeting. It's on tonight's agenda for approval.

6. Report from City Administrator John Walsh

- There has been some social media discussion about the City going broke. It always looks dismal to forecast. The reality is they have control of expenses and revenues and can adjust accordingly.

- Investing in the community's future with projects.
- Urban Renewal is doing well.
- Working with staff for funding the vacant Police Officer position. They can use the Urban Renewal Agency funds to fund some of the Administration staff, which would free some money. A special Urban Renewal Agency meeting would need to be held with a Supplemental Budget to make that change. Mayor Scholl directed staff to move forward with that.
- Working with Police Chief Greenway to continue providing 24/7 services.
- The City has a policy for moving derelict vehicles in the right-of-way. They tag them and try to find out who the owner is, which is not always possible. They have towed a few but it can be very expensive to tow an RV. There needs to be recourse for who dumped it.
- They had a kick-off meeting for the new police station with Howard S. Wright.
- There was a pre-bid meeting yesterday for the new water reservoir. It was a great turnout.
- Citizens Day in the Park is on Saturday.
- St. Helens Marina has donated the use of their barge and small tug for 4th of July fireworks.
- This is his last year of serving on the League of Oregon Cities (LOC) Board. He was recently invited to serve as president elect for the Oregon Managers Association (OMA) and is considering it. Finance Director Butsch is the current president of Oregon Government Finance Officers Association (OGFOA).
- As part of his International City Manager credential status, there is an ongoing commitment to education and evaluation. Council will be receiving an email.
- Building Inspector John Hicks has resigned. That is a potential budget savings. He recommends reallocating those resources back to the General Fund. Building has been slowing down and they have a really good relationship with the County for assistance.
- The tourism audit is being done by Jon Ellis.
- Today is the longest day of the year.
- Margaret Trenchard-Smith expressed her sincere appreciation of the Council supporting the Columbia Chorale.

ADJOURN – 3:29 p.m.**EXECUTIVE SESSION**

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

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

June 21, 2023

Members Present: Rick Scholl, Mayor
 Jessica Chilton, Council President
 Patrick Birkle, Councilor
 Mark Gundersen, Councilor
 Brandon Sundeen, Councilor

Members Absent: None

Staff Present: John Walsh, City Administrator
 Kathy Payne, City Recorder
 William Monahan, City Attorney with Jordan Ramis PC



At 3:32 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Real Property Transactions, under ORS 192.660(2)(e)**
 - Update on potential developers interested in City-owned properties.
 - Update on Millard Road property appraisal and potential developers.
- **Consult with Legal Counsel/Litigation, under ORS 192.660(2)(h)**
 - Update on litigation with Cascades Tissue.
 - Update on potential litigation with ACSP.

The Executive Session was adjourned at 3:50 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor

An audio recording of this meeting is archived at City Hall.



COUNCIL SPECIAL SESSION

Thursday, June 29, 2023

DRAFT MINUTES

MEMBERS PRESENT

Mayor Rick Scholl
 Councilor Patrick Birkle
 Councilor Mark Gundersen
 Councilor Brandon Sundeen

MEMBERS ABSENT

Council President Jessica Chilton

STAFF PRESENT

John Walsh, City Administrator
 Kathy Payne, City Recorder
 Brian Greenway, Police Chief
 Evin Eustice, Police Sergeant

OTHERS

Tyler Miller

CALL SPECIAL SESSION TO ORDER – 5:01 p.m.

APPROVE AND AUTHORIZE FOR SIGNATURE

1. Agreement with Columbia County for Police Records Management System

Chief Greenway reported that the project manager will be Sergeant Eustice. They currently use a records management system in partnership with RegJIN through the Portland Police Bureau (PPB). Unfortunately, PPB is ending their contract with RegJIN. They are proposing to partner with the Sheriff's Office to use Central Square, which is the best fit for the community. It will streamline the work of officers, reduce the administrative time, and the redundancies spent on writing police reports.

Sergeant Eustice talked about how the Sheriff's Office and Columbia 911 already use Central Square. It will help streamline communications, arrests, and reports.

Motion: Motion made by Councilor Birkle and seconded by Councilor Gundersen to approve '1' above.

Vote: Yea: Mayor Scholl, Councilor Birkle, Councilor Gundersen, Councilor Sundeen

ADJOURN – 5:10 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

July 5, 2023

Members Present: Rick Scholl, Mayor
 Jessica Chilton, Council President (left at 5:38pm)
 Patrick Birkle, Councilor
 Mark Gundersen, Councilor
 Brandon Sundeen, Councilor

Members Absent: None

Staff Present: John Walsh, City Administrator
 Kathy Payne, City Recorder
 David Rabbino, City Attorney with Jordan Ramis PC

Others: Will Lohre, Chronicle (left at 5:20pm)



At 5:01 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Consult with Legal Counsel/Litigation, under ORS 192.660(2)(h)**
 - Update on potential litigation with ACSP.

The Executive Session was adjourned at 5:48 p.m.



ATTEST:

 Kathy Payne, City Recorder

 Rick Scholl, Mayor

A recording of this meeting is archived at City Hall.



St. Helens Public Library

2023 – 2028 Strategic Plan

"A library is a collection of resources in a variety of formats that is (1) organized by information professionals or other experts who (2) provide convenient physical, digital, bibliographic, or intellectual access and (3) offer targeted services and programs (4) with the mission of educating, informing, or entertaining a variety of audiences (5) and the goal of stimulating individual learning and advancing society as a whole." (p.1) – *The Librarian's Book of Lists* (Chicago: ALA, 2010), George Eberhart*

The role of the St. Helens Public Library is always evolving. No longer just a quiet building holding books, like other libraries we have become a multi-faceted community and cultural center which provides a safe, welcoming environment for all who visit and protects free speech and the expression of ideas. The framework of our mission is serving the information literacy needs of all ages.

As defined by the American Library Association, "To be information literate, a person must be able to recognize when information is needed and have the ability to locate, evaluate, and use effectively the needed information."

At our library, information and content are provided using a broad range of media (e.g., books, DVDs, audiobooks, cultural passes, online resources, and the Library of Things), as well as supporting the Library community in developing their *own* information and content (e.g., creator spaces, and arts and music programs). Our community's vulnerable, marginalized populations and diverse community groups are recognized, valued by our library, and supported through targeted services.

In addition to providing face-to-face services in our building, the St. Helens Public Library brings services to community members through outreach programs (e.g., visits to preschools and senior center visits) and virtual services.

* <https://libguides.ala.org/library-definition> (retrieved 6/11/2023)

1) Heartsill Young, ed., *The ALA Glossary of Library and Information Science* (ALA, 1983)

(2) Robert S. Martin, "Libraries and Learners in the Twenty-First Century," Cora Paul Bomar Lecture, University of North Carolina at Greensboro, April 5, 2003.

(3) Deanna B. Marcum, "Research Questions for the Digital Era Library," *Library Trends* 51 (Spring 2003): 636-651.

OPPORTUNITY:

Since its inception, the St. Helens Public Library has expanded its services and programs to meet community needs. Despite its relatively small size, staffing, and resource constraints, the library “punches above its weight” by implementing cutting-edge offerings such as the Makerspace.

Use of library services and the Library’s benefit to the community is limited by lack of awareness of the types of services available; limited resources that create a barrier to use of library services for some community members; and efficacy of current modes of communication. Reevaluating and updating both communication and opportunities for library access is paramount to effectively serving everyone in our community.

The St. Helens Public Library has a growing list of events and services available to patrons, the community, and cardholders from Passport libraries from Astoria to Wilsonville. Outreach opportunities are expanding, giving access to many more options for formal and informal modes of communication. An update of the Library brand will bring it in line with current needs, (e.g., use of the logo in print, on social media, and others). Updating the brand will also offer a fresh look to our patrons and community members already aware of the Library and will attract people who may not already “see” the Library.

We must have the resources and means to transform the Library as we continue to meet and anticipate the needs of our community, to ensure that it can meet current and future needs and expand its reach to support and connect with all members of the community.

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

DESIRED OUTCOMES:

- Be a safe, neutral environment where everyone is welcomed, valued, and included.
- Act as a center for the arts.
- Serve as the community's "university" and entrepreneur hub.
- Rebrand the Library to reflect its role in the community and increase community engagement.
- Maximize service to the community, e.g., expand open hours.

Initiative #1 - Transformation plan

Develop a transformation plan for City Council consideration which reflects the evolving nature of libraries and will shape the Library to meet current and future community needs. The transformation plan will include: (1) a long-term vision for the Library including options to maximize service to the community; (2) rebranding proposal; and (3) funding considerations and options.

Initiative #2 - Facilities plan

Develop a facilities plan which identifies needed improvements to the current facility and desired features of a potential renovated or expanded facility. Consider the addition of resources that enhance community activity.

Initiative #3 - Land acknowledgment

Develop and implement a formal statement which recognizes and respects indigenous peoples as traditional stewards of the land on which the Library is situated and the enduring relationship that exists between indigenous peoples and their traditional lands.

Goal 2: Engage the community in lifelong learning.

DESIRED OUTCOMES:

- Support patrons in searching for, finding, and using information in many formats.
- Support at-home learning for parents of young children.
- Support homeschool families.
- Welcome adolescents to continue reading and learning more independently.
- Serve as a substantial source of information for high school and collegiate learners.
- Support patrons in job searching and educational opportunities.
- Support entrepreneurs and other members of the business community seeking to grow their business.
- Provide programs and services to vulnerable and marginalized members of the community.
- Ensure that programs and services reflect and support diverse community groups.
- Partner with city departments, key stakeholders, and other organizations to deliver services to the community.
- Provide resources and programs for entertainment for all ages.

Initiative #1 - Amplify information literacy for all ages

Information literacy encompasses increasing direct engagement with all ages. For children, this takes the forms of an active summer reading program, regularly scheduled programs, and outreach. For all ages, maintaining a vital and relevant collection, offering bilingual programming for all ages, and collaborating with Columbia County Historical Society to offer and promote adult programming such as visiting authors and writing workshops. These opportunities are offered by staff, volunteers, and members of the community.

Initiative #2 - Different ways of learning, engaging with ideas and information

Early childhood goals include increasing hands-on activities for infants and toddlers, hosting additional summer performances, and offering monthly themed activities for children. Goals for adults and teens include a full complement of digital and online support for those who cannot go to the Library, as well as in-person and virtual programs and other learning opportunities through the Library.

Initiative #3 - Enhance K-12 learning

Child Development support for parents will include offering literacy workshops and interactive book recommendation sessions and setting up a pop-up model environment for young children.

Continue to support homeschooling families, educators, students, and local schools, offering after-school activities, enhancing current partnerships, and developing new ones, and exploring the viability of educator and student library cards.

Initiative #4 - Engage the maker community

Support a maker community centered on the Makerspace using private and public funding sources. Partner with other organizations, e.g., PCC-OMIC and the St. Helens School District STEAM labs. Continue to evolve the Makerspace to ensure continued relevance.

Initiative #5 - Provide information, resources and (where appropriate) training to address a variety of community needs.

Assist community members in finding the information to help them meet their needs, e.g., housing, employment, social services, support for small businesses, technology access and training.

Goal 3: Enhance access to library services.

DESIRED OUTCOMES:

- Expand opportunities for community members to access library resources and travel capacity by providing mobile services, and access to services and materials outside of business hours.
- Increase communication about the availability of library services to underserved citizens.
- Build and foster community connections both face-to-face and virtually.
- Partner with local government, key stakeholders, and other organizations to deliver services to the community and develop the volunteer base.
- Communicate to community members (including Passport holders and Columbia County residents) the Library's presence outside of the Columbia Center the Library offerings and its events and special programs.

Initiative #1 - Reach out to known and potential users of library services

Identify library services useful to members of the community who do not have ready access to the Library. Create and use a wide variety of targeted information strategies relevant to all members of our community and use locations throughout the City where we are most likely to reach them to draw in new users and encourage constructive feedback. Work with the Friends of the St. Helens Public Library and other volunteers to support this effort.

Initiative #2 - Develop a volunteer base

Reach out to community partners including schools, local judicial officers, and city communications officials to solicit volunteers and increase the awareness of volunteering possibilities. Engage community members to serve as volunteers in a variety of capacities.

Initiative #3 - Reevaluate newsletter and communications for efficacy

Assess and improve the Library's online presence. Upgrade library website and consider capacity to develop a mobile application.

Initiative #4 - Evaluate feasibility of courier service

Analyze opportunities and risks to Columbia County libraries; assess staff and volunteer availability; determine geographical limitations; and develop a proposed plan for delivery of library resources to community members throughout Columbia County.

Initiative # 5 - Evaluate feasibility of a bookmobile

Reach out to determine community interest in a mobile library service; identify locations that would be best served; identify appropriate hours and time; evaluate financial and community resources necessary to begin the service; and develop a plan to implement.

Initiative # 6 - Explore options to provide services to out-of-city residents

Coordinate with the Library's City Council liaison on possible successful approaches. Determine which geographical areas are appropriate and what conditions are in use, e.g., fundraising, quarterly and annual library cards.



St. Helens, OR

Expense Approval Register

Item #6.

Packet: APPKT00782 - AP 7.14.23 FY 2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
STEVEN R SCHARFSTEIN	00305	06/30/2023	COURT ATTORNEY FEES	100-704-52019	125.00
STEVEN R SCHARFSTEIN	00306	06/30/2023	COURT ATTORNEY FEES	100-704-52019	125.00
STEVEN R SCHARFSTEIN	00307	06/30/2023	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	00308	06/30/2023	COURT ATTORNEY FEES	100-704-52019	125.00
STEVEN R SCHARFSTEIN	00310	06/30/2023	COURT ATTORNEY FEES	100-704-52019	125.00
TYLER TECHNOLOGIES INC	025-429672	06/30/2023	INSITE TRAN FEE UB	100-707-52019	11,591.25
TYLER TECHNOLOGIES INC	025-430053	06/30/2023	UB NOTIFICATION CALLS	100-707-52019	22.30
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	5638	100-705-52003	130.78
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	7673	100-706-52003	126.09
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	8563	100-708-52003	33.85
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	3047	100-708-52003	23.46
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	0109	100-709-52003	29.16
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	2848	100-715-52003	19.27
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	5285	100-715-52003	27.64
BUCHALTER A PROFESSIONAL..	1222609	06/30/2023	PROFESSIONAL SERVICES-H...	100-704-52019	1,444.00
CHARLES FREDERICK CASTNER	6.30.23	06/30/2023	PLANNING COMMISSION STI...	100-710-52087	90.00
VERIZON	9938498074	06/30/2023	CELL SERVICE ACCT 2420601...	100-712-52010	172.79
LAND DEVELOPMENT SERVIC...	APR 2023	06/30/2023	INSPECTIONS FOR ST. HELENS..	100-711-52015	440.00
LAND DEVELOPMENT SERVIC...	FEB 2023	06/30/2023	INSPECTIONS	100-711-52015	520.00
METRO PRESORT	IN655961	06/30/2023	JUNE MONTHLY E SERVICE C...	100-707-52008	50.00
AXON ENTERPRISE INC	INUS166658	06/30/2023	TASER 7 BASIC BUNDLE	100-705-52086	11,040.00
L.N CURTIS AND SONS	INV663876	06/30/2023	POLICE UNIFORMS	100-705-52001	15.50
L.N CURTIS AND SONS	INV675240	06/30/2023	POLICE UNIFORMS	100-705-52002	108.50
L.N CURTIS AND SONS	INV679238	06/30/2023	POLICE UNIFORMS	100-705-52002	226.00
L.N CURTIS AND SONS	INV680769	06/30/2023	POLICE UNIFORMS	100-705-52002	76.00
L.N CURTIS AND SONS	INV684869	06/30/2023	POLICE UNIFORMS	100-705-52002	220.60
L.N CURTIS AND SONS	INV686158	06/30/2023	POLICE UNIFORMS	100-705-52002	186.00
COLUMBIA COUNTY SHERIFF...	JUNE 2023 -SHPD	06/30/2023	FIRING RANGE USAGE JUNE ...	100-705-52086	400.00
GLOBAL PAYMENTS	JUNE 2023	06/30/2023	BANK FEES FOR CARD TRANS...	100-707-52020	18,309.58
LAND DEVELOPMENT SERVIC...	JUNE 2023	06/30/2023	INSPECTIONS	100-711-52015	320.00
LAND DEVELOPMENT SERVIC...	MAR 2023	06/30/2023	INSPECTIONS FOR ST. HELENS..	100-711-52015	560.00
LAND DEVELOPMENT SERVIC...	MAY 2023	06/30/2023	INSPECTIONS FOR ST. HELENS..	100-711-52015	320.00
Fund 100 - GENERAL FUND Total:					47,202.77
Fund: 201 - VISITOR TOURISM					
NORTHWEST PARKING EQUI...	003	06/30/2023	ANNUAL MAINT & EXTENDED..	201-000-52028	900.00
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	7764	201-000-52003	46.01
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	9614	201-000-52003	16.61
Fund 201 - VISITOR TOURISM Total:					962.62
Fund: 202 - COMMUNITY DEVELOPMENT					
RACHAEL BARRY	07.11.23	06/30/2023	CITIZENS DAY IN THE PARK S...	202-721-52011	90.46
MACKENZIE	1084463	06/30/2023	BUSINESS PARK INFRASTRUC...	202-722-52019	7,156.25
JORDAN RAMIS PC ATTORNE...	208395	06/30/2023	GENERAL ENVIRONMENTAL	202-721-52019	3,459.50
PAULSON PRINTING CO.	2316	06/30/2023	TUMBLERS FOR CENTRAL E...	202-726-52011	1,458.10
MASON BRUCE & GIRARD INC	32719	06/30/2023	FOREST MANAGEMENT 0104...	202-724-52019	6,661.88
MAUL FOSTER ALONGI INC	55070	06/30/2023	WWTP LAGOON ON CALL SE...	202-726-52019	3,092.50
MAUL FOSTER ALONGI INC	55071	06/30/2023	CENTRAL WATERFRONT SCO...	202-726-52019	54,934.69
Fund 202 - COMMUNITY DEVELOPMENT Total:					76,853.38
Fund: 205 - STREETS					
PORTLAND GENERAL ELECTR...	06.06.23-07.06.23	06/30/2023	4854421000	205-000-52003	55.20
PEAK ELECTRIC GROUP LLC	26731	06/30/2023	FLASH LIGHT AT BOTTOM OF...	205-000-52019	3,424.47
Fund 205 - STREETS Total:					3,479.67

Expense Approval Register

Packet: APPKT00782 - AP

Item #6.

3

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 601 - WATER					
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	2942	601-732-52003	16.61
BRIDGE TOWER OPCO LLC	1007084550	06/30/2023	DAILY JOURNAL OF COM BID...	601-000-53304	142.78
Fund 601 - WATER Total:					159.39
Fund: 603 - SEWER					
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	5750	603-736-52003	24.84
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	5750	603-737-52003	24.85
GENERAL EQUIPMENT COM...	84902	06/30/2023	PARTS	603-735-52001	5,200.00
Fund 603 - SEWER Total:					5,249.69
Fund: 703 - PW OPERATIONS					
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	7720	703-734-52003	16.61
NW NATURAL GAS	06.13.23-07.13.23	06/30/2023	8675	703-734-52003	16.61
GENERAL EQUIPMENT COM...	84720	06/30/2023	PARTS	703-739-52099	165.94
AKS ENGINEERING & FOREST...	9935-03	06/30/2023	SALMONBERRY RES COU PRO..	703-733-52019	1,481.25
Fund 703 - PW OPERATIONS Total:					1,680.41
Fund: 706 - PUBLIC SAFETY					
MACKENZIE	1084476	06/30/2023	BUSINESS PARK INFRASTRUC...	706-000-52019	104,875.18
Fund 706 - PUBLIC SAFETY Total:					104,875.18
Grand Total:					240,463.11

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	47,202.77
201 - VISITOR TOURISM	962.62
202 - COMMUNITY DEVELOPMENT	76,853.38
205 - STREETS	3,479.67
601 - WATER	159.39
603 - SEWER	5,249.69
703 - PW OPERATIONS	1,680.41
706 - PUBLIC SAFETY	104,875.18
Grand Total:	240,463.11

Account Summary

Account Number	Account Name	Expense Amount
100-704-52019	Professional Services	2,144.00
100-705-52001	Operating Supplies	15.50
100-705-52002	Personnel Uniforms Equ...	817.10
100-705-52003	Utilities	130.78
100-705-52086	Tactical	11,440.00
100-706-52003	Utilities	126.09
100-707-52008	Printing	50.00
100-707-52019	Professional Services	11,613.55
100-707-52020	Bank Service Fees	18,309.58
100-708-52003	Utilities	57.31
100-709-52003	Utilities	29.16
100-710-52087	Commission Stipends	90.00
100-711-52015	Intergovernmental Servi...	2,160.00
100-712-52010	Telephone	172.79
100-715-52003	Utilities	46.91
201-000-52003	Utilities	62.62
201-000-52028	Projects & Programs	900.00
202-721-52011	Public Engagement	90.46
202-721-52019	Professional Services	3,459.50
202-722-52019	Professional Services	7,156.25
202-724-52019	Professional Services	6,661.88
202-726-52011	Community Engagement	1,458.10
202-726-52019	Professional Services	58,027.19
205-000-52003	Utilities	55.20
205-000-52019	Professional Services	3,424.47
601-000-53304	Repair Existing Reservoir	142.78
601-732-52003	Utilities	16.61
603-735-52001	Operating Supplies	5,200.00
603-736-52003	Utilities	24.84
603-737-52003	Utilities	24.85
703-733-52019	Professional Services	1,481.25
703-734-52003	Utilities	33.22
703-739-52099	Equipment Operations	165.94
706-000-52019	Professional Services	104,875.18
Grand Total:		240,463.11

Project Account Summary

Project Account Key	Expense Amount
None	240,463.11
Grand Total:	240,463.11



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 203 - COMMUNITY ENHANCEMENT					
ANTHONY ROSEN	07.20.23	07/20/2023	UMPIRING ADULT SOFTBALL	203-709-52105	105.00
CARLOS M SPISAK	16-JULY-2023	07/20/2023	YOUTH NIGHT VR EVENT	203-709-52113	359.49
CARLOS M SPISAK	5-JULY-2023	07/20/2023	YOUTH NIGHT VR EVENT	203-709-52113	390.75
MIKE WATSON	7.20.23	07/20/2023	UMPIRING ADULT SOFTBALL	203-709-52105	420.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					1,275.24
Grand Total:					1,275.24

Fund Summary

Fund	Expense Amount
203 - COMMUNITY ENHANCEMENT	1,275.24
Grand Total:	1,275.24

Account Summary


Account Number	Account Name	Expense Amount
203-709-52105	Adult Sports	525.00
203-709-52113	YOUTH ENRICHMENT	750.24
Grand Total:		1,275.24

Project Account Summary

Project Account Key	Expense Amount
None	1,275.24
Grand Total:	1,275.24



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
STEVEN R SCHARFSTEIN	00309	07/18/2023	COURT ATTORNEY FEES	100-704-52019	125.00
CENTURY LINK	07.02.23 351B	07/18/2023	909	100-712-52010	98.85
CENTURY LINK	07.02.23 351B	07/18/2023	818	100-712-52010	375.93
CENTURY LINK	07.02.23 351B	07/18/2023	796	100-712-52010	41.36
CENTURY LINK	07.02.23 351B	07/18/2023	967	100-712-52010	126.39
CENTURY LINK	07.02.23 351B	07/18/2023	162	100-712-52010	84.11
CENTURY LINK	07.02.23 351B	07/18/2023	130	100-712-52010	137.62
CENTURY LINK	07.02.23 351B	07/18/2023	579	100-712-52010	45.12
CENTURY LINK	07.02.23 351B	07/18/2023	699	100-712-52010	124.05
CENTURY LINK	07.02.23 351B	07/18/2023	228	100-712-52010	86.47
CENTURY LINK	07.05.23 632B	07/18/2023	632B	100-712-52010	40.24
RACHAEL BARRY	07.10.23	07/18/2023	LOCAL ECONOMIC DEVELOP...	100-701-52018	92.95
COLUMBIA COUNTY MENTAL...	07.12.23	07/18/2023	REFUND OVERPAYMENT SUP...	100-000-35019	40.00
MITCHELL HOLMES	07.12.23	07/18/2023	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
STRUCTURAL NEXUS LLC	1192	07/18/2023	STRUCTURAL ENGINEERING ...	100-711-52019	450.00
LEAGUE OF OREGON CITIES	11929	07/18/2023	FORMS - TRAFFIC CITATIONS	100-705-52001	1,260.47
STRUCTURAL NEXUS LLC	1193	07/18/2023	STRUCTURAL ENGINEERING ...	100-711-52019	270.00
THE PERCS INDEX INC	32014	07/18/2023	SERVICE CONTRACT EVIDENC...	100-705-52001	600.00
EAGLE STAR ROCK PRODUCTS..	42138	07/18/2023	ROCK	100-708-52001	192.82
COLUMBIA RIVER MOTORSP...	4403990	07/18/2023	PARTS FOR PUSH MOWER	100-708-52001	9.42
METRO PLANNING INC	5897	07/18/2023	WEB GIS	100-710-52001	62.50
CINTAS	8406331326	07/18/2023	PARKS FIRST AID CABINET SE...	100-708-52001	107.90
CINTAS	8406331327	07/18/2023	CITY HALL FIRST AID CABINET...	100-715-52001	138.12
ENTERPRISE FM TRUST	FBN4782403	07/18/2023	POLICE LEASE 589848	100-705-52097	11,823.07
ENTERPRISE FM TRUST	FBN4782403	07/18/2023	POLICE MAINTENANCE 5898...	100-705-52098	1,237.96
ENTERPRISE FM TRUST	FBN4782403	07/18/2023	RECREATION 615851	100-709-52097	532.97
ENTERPRISE FM TRUST	FBN4782403	07/18/2023	PLANNING 615853	100-710-52097	451.21
ENTERPRISE FM TRUST	FBN4782403	07/18/2023	CITY HALL ADMIN 615852	100-715-52097	7.00
ENTERPRISE FM TRUST	FBN4795668	07/18/2023	596107 BUILDING	100-711-52097	522.55
AXON ENTERPRISE INC	INUS164902	07/18/2023	BWC UNLIMITED WITH TAP	100-705-52019	28,674.59
CIS	PO-STH-12023-00	07/18/2023	2023-2024 PROPERTY/LIABIL...	100-715-52016	608,210.09
DAWN RICHARDSON	07.05.23	07/19/2023	MILEAGE REIMBURSEMENT ...	100-707-52001	36.03
DAWN RICHARDSON	07.11.23	07/19/2023	MILEAGE REIMBURSEMENT ...	100-707-52001	36.03
COLUMBIA RIVER PUD	07.14.23	07/19/2023	150 S 13 ST POLICE STATION ...	100-705-52003	447.07
COLUMBIA RIVER PUD	07.14.23	07/19/2023	150 S 13TH ST- POLICE	100-705-52003	136.64
COLUMBIA RIVER PUD	07.14.23	07/19/2023	375 S 18TH ST COLUMBIA CE...	100-706-52003	879.55
COLUMBIA RIVER PUD	07.14.23	07/19/2023	265 STRAND ST. - SPLASH PA...	100-708-52003	51.62
COLUMBIA RIVER PUD	07.14.23	07/19/2023	475 S 18TH ST- MCCORMICK ...	100-708-52003	33.98
COLUMBIA RIVER PUD	07.14.23	07/19/2023	200 N RIVER ST - GREY CLIFFS...	100-708-52003	38.12
COLUMBIA RIVER PUD	07.14.23	07/19/2023	475 S 18TH ST	100-708-52003	116.73
COLUMBIA RIVER PUD	07.14.23	07/19/2023	475 S 18TH ST	100-708-52003	81.92
COLUMBIA RIVER PUD	07.14.23	07/19/2023	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	34.76
COLUMBIA RIVER PUD	07.14.23	07/19/2023	200 N 7TH ST - PARK	100-708-52003	28.67
COLUMBIA RIVER PUD	07.14.23	07/19/2023	299 N 6TH ST - PARKS	100-708-52003	28.28
COLUMBIA RIVER PUD	07.14.23	07/19/2023	475 S 18 ST METER 10220167	100-708-52003	62.79
COLUMBIA RIVER PUD	07.14.23	07/19/2023	162 MCMICHAEL ST - CAMPB...	100-708-52003	102.99
COLUMBIA RIVER PUD	07.14.23	07/19/2023	475 S 18TH ST - MCCORMICK...	100-708-52003	593.65
COLUMBIA RIVER PUD	07.14.23	07/19/2023	264 STRAND ST- COL VIEW P...	100-708-52003	28.15
COLUMBIA RIVER PUD	07.14.23	07/19/2023	264 STRAND ST- COL VIEW P...	100-708-52046	28.16
COLUMBIA RIVER PUD	07.14.23	07/19/2023	265 STRAND ST. - DOCKS	100-708-52046	237.19
COLUMBIA RIVER PUD	07.14.23	07/19/2023	264 STRAND ST- PARKS/ GAZ...	100-708-52046	42.41
COLUMBIA RIVER PUD	07.14.23	07/19/2023	2625 GABLE RD REC CENTER	100-709-52003	229.40
COLUMBIA RIVER PUD	07.14.23	07/19/2023	277 STRAND ST- CITY HALL U...	100-715-52003	83.56

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	07.14.23	07/19/2023	275 STRAND ST- CITY HALL U...	100-715-52003	114.24
COLUMBIA RIVER PUD	07.14.23	07/19/2023	277 STRAND ST -	100-715-52003	34.45
COLUMBIA RIVER PUD	07.14.23	07/19/2023	265 STRAND ST- CITY HALL ...	100-715-52003	426.45
COLUMBIA RIVER PUD	07.14.23	07/19/2023	265 STRAND ST- CITY HALL ...	100-715-52003	133.92
PAULSON PRINTING CO.	2664	07/19/2023	IMPOUND TOW FORM	100-705-52001	432.50
QWEST DBA CENTURYLINK A...	3263X204-S-23192	07/19/2023	5163X204S3	100-712-52010	80.33

Fund 100 - GENERAL FUND Total: 660,568.35

Fund: 202 - COMMUNITY DEVELOPMENT

BRIDGE TOWER OPCO LLC	745622520	07/18/2023	DAILY JOURNAL OF COM BID...	202-723-53102	675.18
CITY OF ST. HELENS	07.19.23	07/19/2023	PERMIT FO DEMO OF GAZEB...	202-723-52055	436.76
BOISE WHITE PAPER LLC	07.20.23	07/20/2023	NOTE PAYEMNT	202-722-55001	12,500.00

Fund 202 - COMMUNITY DEVELOPMENT Total: 13,611.94

Fund: 205 - STREETS

COLUMBIA RIVER PUD	07.14.23	07/19/2023	265 STRAND ST	205-000-52003	3,755.30
COLUMBIA RIVER PUD	07.14.23	07/19/2023	58651 COL HWY GATEWAY A...	205-000-52003	28.77
COLUMBIA RIVER PUD	07.14.23	07/19/2023	1370 COLUMBIA BLVD.- FOU...	205-000-52003	40.77
COLUMBIA RIVER PUD	07.14.23	07/19/2023	191 N MILTON WAY- LANDS...	205-000-52003	28.59
COLUMBIA RIVER PUD	07.14.23	07/19/2023	1800 COLUMBIA BLVD - SIG...	205-000-52003	108.53
COLUMBIA RIVER PUD	07.14.23	07/19/2023	191 N MILTON WAY - SIGNAL	205-000-52003	38.82
COLUMBIA RIVER PUD	07.14.23	07/19/2023	2198 COLUMBIA BLVD - SIG...	205-000-52003	42.10
COLUMBIA RIVER PUD	07.14.23	07/19/2023	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	49.21
COLUMBIA RIVER PUD	07.14.23	07/19/2023	715 S COLUMBIA RIVER HWY ..	205-000-52003	74.47

Fund 205 - STREETS Total: 4,166.56

Fund: 303 - SEWER SDC

TFT CONSTRUCTION INC	2789195	07/18/2023	PATCH 575 SF WITH 3" ASPH...	303-000-53403	450.00
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Fund 303 - SEWER SDC Total: 450.00

Fund: 601 - WATER

PEAK ELECTRIC GROUP LLC	26920	07/18/2023	COLUMBIA CITY PUMP STAT...	601-731-52019	382.50
LAWRENCE OIL COMPANY	CFSI-15499	07/18/2023	247752 WATER	601-732-52022	121.74
COLUMBIA RIVER PUD	07.14.23	07/19/2023	END OF KESTREL VIEW DRIVE	601-731-52003	95.09
COLUMBIA RIVER PUD	07.14.23	07/19/2023	57500 OLD PORTLAND RD - ...	601-731-52003	34.80
COLUMBIA RIVER PUD	07.14.23	07/19/2023	1680 1 ST -	601-731-52003	2,252.59
COLUMBIA RIVER PUD	07.14.23	07/19/2023	35261 PITTSBURG RD- PW W...	601-731-52003	30.63
COLUMBIA RIVER PUD	07.14.23	07/19/2023	2300 STRAND ST - WELL 2	601-731-52003	808.35
COLUMBIA RIVER PUD	07.14.23	07/19/2023	62420 COLUMBIA RIVER HWY..	601-731-52003	110.41
COLUMBIA RIVER PUD	07.14.23	07/19/2023	1215 FOURTH ST - WFF	601-732-52003	5,706.33

Fund 601 - WATER Total: 9,542.44

Fund: 603 - SEWER

CENTURY LINK	07.02.23 351B	07/18/2023	654	603-736-52010	22.56
CENTURY LINK	07.02.23 351B	07/18/2023	688	603-736-52010	22.56
CENTURY LINK	07.02.23 351B	07/18/2023	600	603-736-52010	22.56
CENTURY LINK	07.02.23 351B	07/18/2023	293	603-736-52010	22.56
CENTURY LINK	07.02.23 351B	07/18/2023	654	603-737-52010	22.56
CENTURY LINK	07.02.23 351B	07/18/2023	600	603-737-52010	22.56
CENTURY LINK	07.02.23 351B	07/18/2023	688	603-737-52010	22.56
CENTURY LINK	07.02.23 351B	07/18/2023	293	603-737-52010	22.56
TFT CONSTRUCTION INC	2789195	07/18/2023	PATCH 575 SF WITH 3" ASPH...	603-000-53403	4,050.00
BUELL CLABRATION & CONT...	3478	07/18/2023	BI ANNUAL ON SITE CALIB ...	603-736-52019	400.00
BUELL CLABRATION & CONT...	3478	07/18/2023	BI ANNUAL ON SITE CALIB ...	603-737-52019	400.00
SUNSET EQUIPMENT	99653	07/18/2023	CHAINSAW	603-735-52001	379.99
COLUMBIA RIVER PUD	07.14.23	07/19/2023	240 CLARK ST PUMP STATION	603-735-52003	28.67
COLUMBIA RIVER PUD	07.14.23	07/19/2023	451 PLYMOTH ST - WWTP L...	603-736-52003	2,727.00
COLUMBIA RIVER PUD	07.14.23	07/19/2023	451 PLYMOTH ST - WWTP L...	603-737-52003	2,726.99
COLUMBIA RIVER PUD	07.14.23	07/19/2023	35120 MAPLE ST. - PS 11	603-738-52003	81.57
COLUMBIA RIVER PUD	07.14.23	07/19/2023	169 S 4TH ST WATER FLOW ...	603-738-52003	67.27
COLUMBIA RIVER PUD	07.14.23	07/19/2023	58791 58725 COL RIV HWY P...	603-738-52003	38.28
COLUMBIA RIVER PUD	07.14.23	07/19/2023	318 S 1ST ST- PS #1 8805564	603-738-52003	76.30
COLUMBIA RIVER PUD	07.14.23	07/19/2023	134 N 1ST- PS 2 8873519	603-738-52003	78.56
COLUMBIA RIVER PUD	07.14.23	07/19/2023	110 S 4TH ST - PS 3	603-738-52003	33.82

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	07.14.23	07/19/2023	240 MADRONA CT	603-738-52003	141.02
COLUMBIA RIVER PUD	07.14.23	07/19/2023	58360 OLD PORTLAND RD - P...	603-738-52003	167.06
Fund 603 - SEWER Total:					11,577.01
Fund: 703 - PW OPERATIONS					
H.D FOWLER COMPANY	16444561	07/18/2023	FLOURESCENT GREEN MARK...	703-734-52001	57.33
METRO PLANNING INC	5897	07/18/2023	WEB GIS	703-733-52006	87.50
TROTTER & MORTON FACILI...	80985	07/18/2023	C10245	703-734-52023	274.50
CINTAS	8406331325	07/18/2023	FIRST AID CABINET SERVICE	703-734-52019	126.48
LAWRENCE OIL COMPANY	CFSI-15499	07/18/2023	247750 PUBLIC WORKS	703-734-52022	88.68
LAWRENCE OIL COMPANY	CFSI-15499	07/18/2023	247780 PUBLIC WORKS	703-734-52022	1,192.93
ENTERPRISE FM TRUST	FBN4782403	07/18/2023	ENGINEERING 619034	703-733-52097	591.08
ENTERPRISE FM TRUST	FBN4795663	07/18/2023	ENTERPRISE FLEET LEASE & ...	703-734-52097	783.13
COLUMBIA RIVER PUD	07.14.23	07/19/2023	984 OREGON ST	703-734-52003	222.14
COLUMBIA RIVER PUD	07.14.23	07/19/2023	650 OREGON ST -LEMONT P...	703-734-52003	401.15
COLUMBIA RIVER PUD	07.14.23	07/19/2023	984 OREGON ST - PW SHOP	703-734-52003	34.29
COLUMBIA RIVER PUD	07.14.23	07/19/2023	1230 DEER ISLAND RD - PW	703-734-52003	60.16
Fund 703 - PW OPERATIONS Total:					3,919.37
Fund: 704 - FACILITY MAJOR MAINTNANCE					
TROTTER & MORTON FACILI...	80981	07/18/2023	HVAC ST HELENS SENIOR CE...	704-000-53025	1,474.50
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					1,474.50
Fund: 706 - PUBLIC SAFETY					
U.S. BANK ST. PAUL	2326517	07/18/2023	DEBT SERVICE PAYMENT 215...	706-000-55002	252,449.34
Fund 706 - PUBLIC SAFETY Total:					252,449.34
Grand Total:					957,759.51

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	660,568.35
202 - COMMUNITY DEVELOPMENT	13,611.94
205 - STREETS	4,166.56
303 - SEWER SDC	450.00
601 - WATER	9,542.44
603 - SEWER	11,577.01
703 - PW OPERATIONS	3,919.37
704 - FACILITY MAJOR MAINTNANCE	1,474.50
706 - PUBLIC SAFETY	252,449.34
Grand Total:	957,759.51

Account Summary

Account Number	Account Name	Expense Amount
100-000-35019	Fees - Parks	40.00
100-000-36002	Fines - Court	20.00
100-701-52018	Professional Developme...	92.95
100-704-52019	Professional Services	125.00
100-705-52001	Operating Supplies	2,292.97
100-705-52003	Utilities	583.71
100-705-52019	Professional Services	28,674.59
100-705-52097	Enterprise Fleet	11,823.07
100-705-52098	Enterprise Fleet Mainte...	1,237.96
100-706-52003	Utilities	879.55
100-707-52001	Operating Supplies	72.06
100-708-52001	Operating Supplies	310.14
100-708-52003	Utilities	1,201.66
100-708-52046	Dock Services	307.76
100-709-52003	Utilities	229.40
100-709-52097	Enterprise Fleet	532.97
100-710-52001	Operating Supplies	62.50
100-710-52097	Enterprise Fleet	451.21
100-711-52019	Professional Services	720.00
100-711-52097	Enterprise Fleet	522.55
100-712-52010	Telephone	1,240.47
100-715-52001	Operating Supplies	138.12
100-715-52003	Utilities	792.62
100-715-52016	Insurance	608,210.09
100-715-52097	Enterprise Fleet	7.00
202-722-55001	Principal	12,500.00
202-723-52055	Riverwalk Project	436.76
202-723-53102	Downtown Infrastructure	675.18
205-000-52003	Utilities	4,166.56
303-000-53403	WWTP Influent Flow Me...	450.00
601-731-52003	Utilities	3,331.87
601-731-52019	Professional Services	382.50
601-732-52003	Utilities	5,706.33
601-732-52022	Fuel	121.74
603-000-53403	WWTP Influent Flow Me...	4,050.00
603-735-52001	Operating Supplies	379.99
603-735-52003	Utilities	28.67
603-736-52003	Utilities	2,727.00
603-736-52010	Telephone	90.24
603-736-52019	Professional Services	400.00
603-737-52003	Utilities	2,726.99
603-737-52010	Telephone	90.24
603-737-52019	Professional Services	400.00
603-738-52003	Utilities	683.88
703-733-52006	Computer Maintenance	87.50
703-733-52097	Enterprise Fleet	591.08

Account Summary

Account Number	Account Name	Expense Amount
703-734-52001	Operating Supplies	57.33
703-734-52003	Utilities	717.74
703-734-52019	Professional Services	126.48
703-734-52022	Fuel	1,281.61
703-734-52023	Facility Maintenance	274.50
703-734-52097	Enterprise Fleet	783.13
704-000-53025	Capital Outlay - Sr Center	1,474.50
706-000-55002	Interest	252,449.34
	Grand Total:	957,759.51

Project Account Summary

Project Account Key	Expense Amount
None	957,759.51
Grand Total:	957,759.51



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
SCAPPOOSE BAY WATERSHED..	2023-01	06/30/2023	2022-2023 CITY PARK PROPE...	100-708-52019	2,730.17
ORKIN	245099814	06/30/2023	1810 OLD PORTLAND RD PES...	100-709-52023	176.99
ORKIN	245099815	06/30/2023	1810 OLD PORTLAND RD PES...	100-709-52023	95.99
ORKIN	250035592	06/30/2023	265 STRAND PEST SERVICE CI...	100-706-52023	400.00
BULLARD LAW	54947	06/30/2023	GENERAL LABOR	100-701-52019	2,015.00
INGRAM LIBRARY SERVICES	76698056	06/30/2023	BOOKS 20C7921	100-706-52033	38.61
Fund 100 - GENERAL FUND Total:					5,456.76
Fund: 202 - COMMUNITY DEVELOPMENT					
OTAK INC	000042300428	06/30/2023	1ST AND STRAND ST P 01982...	202-723-52019	1,800.00
OTAK INC	000052300252	06/30/2023	1ST AND STRAND ST P 01982...	202-723-52019	22,242.05
OTAK INC	000052300382	06/30/2023	1ST AND STRAND ST P 01982...	202-723-52019	2,549.75
OTAK INC	000062300485	06/30/2023	1ST AND STRAND ST P 01982...	202-723-52019	30,991.04
OTAK INC	000062300531	06/30/2023	1ST AND STRAND ST P 01982...	202-723-52019	11,490.88
OTAK INC	000072300018	06/30/2023	1ST AND STRAND ST P 01982...	202-723-52019	2,386.50
OTAK INC	000072300171	06/30/2023	1ST AND STRAND ST P 01982...	202-723-52019	18,079.63
KITTELSON & ASSOCIATES	0137661	06/30/2023	PROJECT 235440 1ST & ST ST...	202-723-53102	2,698.84
MOORE EXCAVATION INC	P-525 PAYMENT #7	06/30/2023	S 1ST & STRAND ROAD & UTI...	202-723-53102	416,134.00
MOORE EXCAVATION INC	R-685 Payment #1	06/30/2023	S 1ST & ST HELENS INTERSEC...	202-723-53102	47,270.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					555,642.69
Grand Total:					561,099.45

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	5,456.76
202 - COMMUNITY DEVELOPMENT	555,642.69
Grand Total:	561,099.45

Account Summary

Account Number	Account Name	Expense Amount
100-701-52019	Professional Services	2,015.00
100-706-52023	Facility Maintenance	400.00
100-706-52033	Printed Materials	38.61
100-708-52019	Professional Services	2,730.17
100-709-52023	Facility Maintenance	272.98
202-723-52019	Professional Services	89,539.85
202-723-53102	Downtown Infrastructure	466,102.84
Grand Total:		561,099.45

Project Account Summary

Project Account Key	Expense Amount
None	561,099.45
Grand Total:	561,099.45



St. Helens, OR

Refund Check Register

Item #6.

Refund Check Detail

UBPKT02370 - 07.28.23 UB Refund

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
21-11575-001	Kosmecki & Zimmerman, Joseph & Emily	7/28/2023	134048	374.26			374.26	Generated From Billing
Total Refunds: 1			Total Refunded Amount:	374.26				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credits	374.26
Revenue Total:	374.26

General Ledger Distribution

Posting Date: 07/28/2023

	Account Number	Account Name	Posting Amount	IFT
Fund:	601 - WATER			
	601-000-10101	Claim On Cash - Water	-374.26	Yes
	601-000-11398	Unapplied Credits	374.26	
		601 Total:	0.00	
Fund:	999 - POOLED CASH			
	999-000-10100	Wells Fargo	-374.26	
	999-000-30101	Due To Other Funds	374.26	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	



St. Helens, OR

Expense Approval Register

Item #6.

Packet: APPKT00793 - AP 07.28.23 FY 24

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
BEMIS	10536	07/20/2023	NOTARY STAMP-LISA SCHOLL...	100-702-52001	230.55
BEMIS	10573	07/20/2023	NOTARY STAMP M PAYNE	100-704-52001	29.00
JO-ANN STORES LLC	13009	07/20/2023	ANNUAL SUBSCRIPTION CRE...	100-706-52032	675.00
MORE POWER TECHNOLOGY...	15182	07/20/2023	WINDOWS SERVER DATACE...	100-712-52019	117.00
MORE POWER TECHNOLOGY...	15195	07/20/2023	PREMIUM AGREEMENT MO...	100-712-52019	9,863.65
QWEST DBA CENTURYLINK A...	3263X201-S-23195	07/20/2023	5163X204S3	100-712-52010	80.33
MIDWEST TAPE	504031060	07/20/2023	DVD / ABD 2000010011	100-706-52034	250.64
MIDWEST TAPE	504063010	07/20/2023	DVD / ABD 2000010011	100-706-52034	122.46
MIDWEST TAPE	504063011	07/20/2023	DVD / ABD 2000010011	100-706-52035	330.93
INGRAM LIBRARY SERVICES	76698057	07/20/2023	BOOKS 20C7921	100-706-52033	2,015.67
WORLD TRADE PRESS	INV679342	07/20/2023	SUBSCRIPTION RENEWAL	100-706-52032	252.14
WEX BANK	90626586	07/25/2023	POLICE FUEL PURCHASES	100-705-52022	5,178.96
WEX BANK	90626586	07/25/2023	REC TRANSIT VAN -3660	100-709-52022	94.31
WEX BANK	90626586	07/25/2023	BUILDING FUEL PURCHASES ...	100-711-52022	142.04
STEVEN R SCHARFSTEIN	00312	07/27/2023	COURT ATTORNEY FEES	100-704-52019	125.00
STEVEN R SCHARFSTEIN	00313	07/27/2023	COURT ATTORNEY FEES	100-704-52019	200.00
SAIF CORPORATION	07.05.23	07/27/2023	POLICY #26274	100-705-51015	920.19
MORE POWER TECHNOLOGY...	15220	07/27/2023	MICROSOFT 365 BUS STAND...	100-712-52006	2,184.40
JOHNSON CONTROLS FIRE P...	23630439	07/27/2023	LIBRARY AUDITOR IUM & TE...	100-706-52023	1,937.57
ORKIN	246469805	07/27/2023	265 STRAND PEST SERVICE Cl...	100-715-52023	105.99
ORKIN	246469956	07/27/2023	265 STRAND PEST SERVICE Cl...	100-715-52023	176.99
ORKIN	246470003	07/27/2023	1810 OLD PORTLAND RD PES...	100-709-52023	176.99
ORKIN	246470004	07/27/2023	1810 OLD PORTLAND RD PES...	100-709-52023	95.99
ORKIN	250035594	07/27/2023	265 STRAND PEST SERVICE Cl...	100-715-52023	100.00
PAULSON PRINTING CO.	2706	07/27/2023	BUSINESS CARDS S BISHOP	100-706-52001	40.00
GAYLORD BROS INC	2823429	07/27/2023	LIBRARY MATERIALS	100-706-52019	264.14
QUILL	33481051	07/27/2023	WASTE BAGS	100-708-52001	37.63
MIDWEST TAPE	504088505	07/27/2023	DVD / ABD 2000010011	100-706-52034	182.17
AMY LINDGREN LAW LLC	589	07/27/2023	JUDICIAL SERVICES	100-704-52019	5,750.00
CENTURY LINK BUSINESS SER...	648568469	07/27/2023	ACCT 88035002	100-712-52010	146.89
COLUMBIA COUNTY ANIMAL...	7.20.23	07/27/2023	RESTITUTION 18CR000289 M...	100-000-21000	118.00
INGRAM LIBRARY SERVICES	76806825	07/27/2023	BOOKS 20C7921	100-706-52033	37.27
INGRAM LIBRARY SERVICES	76806826	07/27/2023	BOOKS 20C7921	100-706-52033	60.93
INGRAM LIBRARY SERVICES	76806827	07/27/2023	BOOKS 20C7921	100-706-52033	712.02
CODE PUBLISHING	GC0011325	07/27/2023	MUNI CODE WEB UPDATE	100-702-52019	431.50
L.N CURTIS AND SONS	INV728076	07/27/2023	POLICE UNIFORMS	100-705-52102	635.00
L.N CURTIS AND SONS	INV728081	07/27/2023	POLICE UNIFORMS	100-705-52002	1,278.00
L.N CURTIS AND SONS	INV728342	07/27/2023	POLICE UNIFORMS	100-705-52102	680.14
L.N CURTIS AND SONS	INV728522	07/27/2023	POLICE UNIFORMS	100-705-52102	1,549.59
L.N CURTIS AND SONS	INV729835	07/27/2023	POLICE UNIFORMS	100-705-52002	111.77
Fund 100 - GENERAL FUND Total:					37,440.85
Fund: 201 - VISITOR TOURISM					
COLUMBIA RIVER PUD	07.21.23	07/27/2023	94111	201-000-52003	191.53
CITY OF ST. HELENS	07.24.23 01-00178-001	07/27/2023	01-00178-001 MASONIC BUI...	201-000-52003	48.23
E2C	4504	07/27/2023	MONTHLY MARKETING TINA ...	201-000-52019	10,000.00
Fund 201 - VISITOR TOURISM Total:					10,239.76
Fund: 202 - COMMUNITY DEVELOPMENT					
COLUMBIA COUNTY ECONO...	2022-153	07/27/2023	ANNUAL CCET MEMBERSHIP...	202-721-52019	17,250.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					17,250.00
Fund: 203 - COMMUNITY ENHANCEMENT					
JOHN P MCGRAW	07.26.23	07/27/2023	UMPIRING ADULT SOFTBALL	203-709-52105	210.00
Fund 203 - COMMUNITY ENHANCEMENT Total:					210.00

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 601 - WATER					
H.D FOWLER COMPANY	16448682	07/27/2023	MASTER METERS - WATER M...	601-731-52001	185.45
Fund 601 - WATER Total:					185.45
Fund: 703 - PW OPERATIONS					
WEX BANK	90626586	07/25/2023	PW CHEROKEE 5478	703-734-52022	652.41
SAIF CORPORATION	07.05.23	07/27/2023	POLICY 26274 ORTIZ S / SMI...	703-734-51015	648.41
KOELZER CONSTRUCTION INC	2131	07/27/2023	215 N 6TH ST	703-000-37004	8,766.58
Fund 703 - PW OPERATIONS Total:					10,067.40
Grand Total:					75,393.46

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	37,440.85
201 - VISITOR TOURISM	10,239.76
202 - COMMUNITY DEVELOPMENT	17,250.00
203 - COMMUNITY ENHANCEMENT	210.00
601 - WATER	185.45
703 - PW OPERATIONS	10,067.40
Grand Total:	75,393.46

Account Summary

Account Number	Account Name	Expense Amount
100-000-21000	Court - Restitution	118.00
100-702-52001	Operating Supplies	230.55
100-702-52019	Professional Services	431.50
100-704-52001	Operating Supplies	29.00
100-704-52019	Professional Services	6,075.00
100-705-51015	Other Benefits	920.19
100-705-52002	Personnel Uniforms Equ...	1,389.77
100-705-52022	Fuel	5,178.96
100-705-52102	New Hire Equipment	2,864.73
100-706-52001	Operating Supplies	40.00
100-706-52019	Professional Services	264.14
100-706-52023	Facility Maintenance	1,937.57
100-706-52032	Digital Resources	927.14
100-706-52033	Printed Materials	2,825.89
100-706-52034	Visual Materials	555.27
100-706-52035	Audio Materials	330.93
100-708-52001	Operating Supplies	37.63
100-709-52022	Fuel	94.31
100-709-52023	Facility Maintenance	272.98
100-711-52022	Fuel	142.04
100-712-52006	Computer Maintenance	2,184.40
100-712-52010	Telephone	227.22
100-712-52019	Professional Services	9,980.65
100-715-52023	Facility Maintenance	382.98
201-000-52003	Utilities	239.76
201-000-52019	Professional Services	10,000.00
202-721-52019	Professional Services	17,250.00
203-709-52105	Adult Sports	210.00
601-731-52001	Operating Supplies	185.45
703-000-37004	Miscellaneous	8,766.58
703-734-51015	Other Benefits	648.41
703-734-52022	Fuel	652.41
Grand Total:		75,393.46

Project Account Summary

Project Account Key	Expense Amount
None	75,393.46
Grand Total:	75,393.46

City of St. Helens
Declare Surplus Property
City Council Meeting
August 02, 2023

If approved, the following items will be disposed of per St.
Helens Municipal Code Chapter 2.04.

Police Department

See attached Excel Spreadsheets

[illegible]