



CITY COUNCIL REGULAR SESSION

Wednesday, March 20, 2019

265 Strand Street, St. Helens, OR 97051

www.ci.st-helens.or.us

Welcome!

All persons planning to address the Council, please sign-in at the back of the room. When invited to provide comment regarding items not on tonight's agenda, please raise your hand to be recognized, walk to the podium in the front of the room to the right, and state your name only. You are not required to give your address when speaking to the City Council. If you wish to address a specific item on the agenda, you should make your request known to the Mayor as soon as possible before the item comes up. The Council has the authority to grant or deny your request. Agenda times and order of items are estimated and are subject to change without notice.

1. **7:00 p.m. - Call Regular Session to Order**
2. **Pledge of Allegiance**
3. **Visitor Comments - Limited to five (5) minutes per speaker**
4. **Resolutions**
 - 4.a. Resolution No. 1837: A Resolution to Adopt City Council Operating Rules and Procedures for the City of St. Helens, Superseding Resolution No. 1468
[04A. Res No 1837 - Council Operating Rules & Procedures PENDING 032019.pdf](#)
 - 4.b. Resolution No. 1838: A Resolution Adopting the City of St. Helens Governing Policy
[04B. Res No 1838 - Governing Policy PENDING 032019.pdf](#)
 - 4.c. Resolution No. 1839: A Resolution of the City of St. Helens City Council Authorizing Application for Grant to the Oregon Parks and Recreation Department
[04C. Res No 1839 - Campbell Park Improvements Grant App PENDING 032019.pdf](#)
 - 4.d. Resolution No. 1840: A Resolution Determining that a Nuisance Exists Upon Property Located at 35418 Helens Way Within the City of St. Helens and Directing that Notice to Abate the Nuisance be Posted on Said Premises
[04D. Res No 1840 - Existence of Nuisance Posting of Notice PENDING 032019.pdf](#)

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

**Be a part of the vision...get involved with your City...volunteer for a City of St. Helens Board or Commission!
For more information or for an application, stop by City Hall or call 503-366-8217.**

5. Approve and/or Authorize for Signature

- 5.a. Management & Operations Agreement with Columbia Pacific Food Bank for Management and Operations of the CDBG Grant and Food Bank
[05A. Management Agreement CPFB Grant.pdf](#)
- 5.b. Agreement with Mackenzie Engineering, Inc. for Professional Consulting Services Related to the Feasibility of a New Police Station
[05B. PSA - Mackenzie Engineering, Inc - Police Station Study.pdf](#)
- 5.c. Contract Payments
[05C. 032019 Contract Payments.pdf](#)
- 5.d. Agreement with RV Park Consulting Inc. for Feasibility Study for RV Park at 1850 Old Portland Rd.
[05D. PSA - RV Park Consulting Inc - Feasibility Study.pdf](#)
- 5.e. Ground Lease with Sand Island Campsites, LLC for Sand Island Marine Park
[REDLINE Ground Lease between the City of St. Helens and St. Helens Marina for Sand Island Camping - Ground Lease by the City of St. Helens for Sand Is.pdf](#)

6. Consent Agenda for Acceptance

- 6.a. Library Board Minutes dated February 11, 2019
[06A. 021119 LB Minutes APPROVED.pdf](#)
- 6.b. Planning Commission Minutes dated February 12, 2019
[06B. 031219 PC Minutes APPROVED.pdf](#)
- 6.c. Housing Needs Advisory Committee Meeting #2 Minutes dated February 12, 2019
[06C. HNAC Meeting Minutes #2 APPROVED.pdf](#)
- 6.d. Parks & Trails Commission Minutes dated February 11, 2019
[06D. PTC Minutes 2-11-19 Approved.pdf](#)

7. Consent Agenda for Approval

- 7.a. Council Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated March 6, 2019
[07A. 032019 Council Minutes TO BE APPROVED.pdf](#)
- 7.b. OLCC Licenses

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

Be a part of the vision...get involved with your City...volunteer for a City of St. Helens Board or Commission!
For more information or for an application, stop by City Hall or call 503-366-8217.

[07B. OLCC 03-20-19 CC Mtg.pdf](#)

7.c. Revised Court Clerk Job Description
[07C. 031419 Court Clerk REVISED DRAFT.pdf](#)

7.d. Accounts Payable Bill Lists
[07D. AP Bill Lists.pdf](#)

8. **Mayor Scholl Reports**

9. **Council Member Reports**

10. **Department Reports**

11. **Other Business**

12. **Adjourn**

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

Be a part of the vision...get involved with your City...volunteer for a City of St. Helens Board or Commission!
For more information or for an application, stop by City Hall or call 503-366-8217.

City of St. Helens
RESOLUTION NO. 1837

A RESOLUTION TO ADOPT CITY COUNCIL OPERATING RULES
AND PROCEDURES FOR THE CITY OF ST. HELENS,
SUPERSEDING RESOLUTION NO. 1468

WHEREAS, Chapter IV, Section 13 of the City of St. Helens Charter authorizes the City Council to adopt rules for the governing of its proceedings; and

WHEREAS, the City Council has determined it desirable to adopt operating rules and procedures to insure the most efficient and effective administration and management of its various meetings.

NOW, THEREFORE, BE IT RESOLVED that the City of St. Helens does hereby adopt the City Council Operating Rules and Procedures attached hereto as Exhibit A and made a part hereof by this reference, which supersedes Resolution No. 1468.

PASSED AND ADOPTED by the City Council on this 20th day of March, 2019.

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

**City of St. Helens
CITY COUNCIL
OPERATING RULES AND PROCEDURES**

SECTION I – AUTHORITY

These operating procedures and policies are adopted under the authority granted in the St. Helens Charter, Chapter III, Section 13.

SECTION II – OFFICERS OF THE CITY COUNCIL

1. **Mayor** – The Mayor shall be chair of the Council and preside over its deliberations. The Mayor shall have a vote on all questions before the Council. The Mayor shall have authority to preserve order, enforce the rules of the Council and determine the order of business under the rules of the Council. With the consent of the Council, and following the procedures of the Council, appoints members of commissions and committees established by ordinance or resolution. The Mayor must sign all records of Council decisions.
2. **Council President**– At its first meeting of each odd-numbered year, the Council by written ballot shall elect a President from its membership. The President of the Council shall perform the duties of the Mayor in the Mayor's absence.

SECTION III – MEETINGS OF THE CITY COUNCIL

1. Meetings

All meetings of the Council or the boards, committees, and commissions of the City shall be in conformance with Chapter 192, Oregon Revised Statutes, Public Meetings.

A. Regular Meetings

The regular meetings of the Council shall be on the first and third Wednesdays of each month, except when that day falls on a legal holiday in which event the Council shall meet on the next following regular business day. Unless otherwise noticed, regular meetings shall be held on the days appointed at 7:00 p.m.

At its first regular meeting of each new year, the Council shall adopt a resolution stating the dates, times, and locations of its regular meetings for the year.

B. Special Meetings

A special meeting may be called either by the Mayor or two (2) members of the Council. Written notice of the time and place of such special meeting and the subjects to be acted upon shall be delivered in writing to interested persons, the media, and all members of the Council at least 24 hours in advance of the time of said meeting, and the Council may consider and act only upon such matters as contained in the written notice.

C. Work Session Meetings

Regular work sessions of the Council shall be on the first and third Wednesdays of each month, unless otherwise noticed, and shall be held on the days appointed at 1:00 p.m. At such work sessions no final decisions may be made or action taken. Work sessions shall begin with visitor comments to provide the public with an opportunity to address the City Council.

At its first regular meeting of each new year, the Council shall adopt a resolution stating the dates, times, and locations of its work session meetings for the year.

D. Adjourned Meetings

At any regular or adjourned meeting, the meeting may be adjourned to a later date by a majority vote of the Council. In the event any regular meeting is adjourned, the Mayor may call an adjourned meeting at such time as the Mayor may designate upon giving appropriate legal notice and having each councilor notified personally, or in writing, at least 24 hours in advance of the time and place of such adjourned meeting.

E. Public Hearings

The regular public hearings of the Council shall be on the first and third Wednesdays of each month, unless otherwise arranged, and shall be held on the days appointed between 6:00 p.m. and 7:00 p.m. depending on the purpose. Staff may, at its discretion, schedule such time as needed per topic and considering the start of the Council's regular meeting at 7:00 p.m. At public hearings, no final decisions may be made or action taken by the Council.

F. Public Forums

Public forums are to provide the public an opportunity to receive topic specific information and provide input and testimony. Public forums will be held in City Hall or such other locations as may be determined by the Council.

G. Emergency Meetings

Emergency meetings are special meetings called on less than twenty-four (24) hours' notice. The Council will declare the emergency and the minutes of the meeting will describe the emergency justifying less than twenty-four (24) hours' notice. The City will take appropriate steps to notify the media and other interested persons to inform them of the meeting. Notice will be by electronic mail.

H. Executive Sessions

All executive sessions of the Council shall be called and conducted in accordance with the Oregon Public Meetings Law. No executive session may be held for the purpose of taking any final action or making any final decision. Final actions and final decisions must be done in open regular meetings of the Council. Executive session attendance shall be determined by the Mayor (as the presiding officer) or the Council.

2. Meeting Place

All Council meetings shall be held in the City Hall or such other location as may be determined by the Council.

3. Quorum

A majority of members of the Council shall constitute a quorum for its business, but a smaller number may meet and compel the attendance of absent members in a manner provided by ordinance or these rules.

4. Attendance

The Mayor and Councilors are expected to attend all Council meetings and work sessions. The City Charter provides that the position of Mayor or a Council member becomes vacant upon an incumbent's unexcused absence from the City for 30 days without the consent of the Council or upon his/her absence from meetings of the Council for 60 days without like consent, and upon a declaration by the Council of the vacancy. Excused absences from Council meetings and work sessions may be granted on a case by case basis.

A Councilor who is unavailable in person may participate in work sessions and regular meetings by conference phone if approved by the Mayor and two members of the Council. If telephonic participation is approved, the Councilor would be considered in attendance.

5. Ordinances

Every ordinance shall be enacted in accord with Chapter IV of the St. Helens City Charter. The enacting clause of all ordinances shall be "The City of St. Helens ordains as follows:". Except as the following paragraphs provide to the contrary, every ordinance title shall, before being put upon its final passage, be read fully and distinctly in open Council meeting on two different days.

Except as the following paragraph provides to the contrary, an ordinance may be enacted at a single meeting of the Council by unanimous vote of all Council members present, upon being read first in full and then by title.

Any of the readings may be by title only if no Council member present at the meeting requests to have the ordinance read in full or if a copy of the ordinance is provided for each Council member and a copy is provided for public inspection in the office of the City Recorder not later than one week before the first reading of the ordinance and if notice of their availability is given forthwith upon the filing, by written notice posted at City Hall and two other public places in the City or by advertisement in a newspaper of general circulation in the City. An ordinance enacted after being read by title alone may have no legal effect if it differs substantially from its terms as it was thus filed prior to such reading, unless each section incorporating such a difference is read fully and distinctly in open Council meeting as finally amended prior to being approved by the Council.

Upon final vote on an ordinance, the ayes and nays of the members shall be taken and entered in the record of proceedings.

Upon the enactment of an ordinance the City Recorder shall sign it with the date of its passage and his/her name and title of office, and within three (3) days thereafter the Mayor shall sign it with the date of his/her signature, name and title of office.

An ordinance enacted by the Council shall take effect on the thirtieth (30th) day after its enactment. When the Council deems it advisable, however, an ordinance may provide a later time for it to take effect, and in case of an emergency, it may take effect immediately.

6. Resolutions

Every resolution shall be enacted in accord with Chapter V of the St. Helens City Charter. The enacting clause of all resolutions shall be "The City of St. Helens resolves as follows:".

A resolution or any other Council administrative decision requires approval of the Council. Any substantive amendment must be read aloud or made available in writing to the public prior to adoption. After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.

7. Procedures

The conduct of all meetings of the Council or of any committee appointed by it shall be governed by the City charter, City code, and these operating rules and procedures.

8. Voting

Except as the Charter otherwise provides, the affirmative vote of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council. The voting on all ordinances or resolutions shall be by roll call vote and recorded in the minutes showing those members voting for and those voting against.

9. Decorum

The presiding officer of the Council shall be responsible for ensuring that order and decorum are maintained during all meetings of the Council, and shall be responsible for assigning to the Sergeant-at-Arms his or her duties and station. The Chief of Police, or such member of the Police Department as he/she shall designate, shall be Sergeant-at-Arms of the Council. He/she shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order, decorum and to enforce the rules of conduct as directed by the presiding

officer.

10. Presiding Officer

Mayor – The Mayor shall preside over Council deliberations and will serve as the political head of the government. He/she shall have a vote on all questions before the Council. He/she shall have authority to preserve order, enforce the rules of the Council, and determine the order of business under the rules of the Council. With the consent of the Council, and following the procedures of the Council, the Mayor appoints members of the committees, boards and commissions established by ordinance or resolution.

Council President – At its first meeting of each odd-numbered year, the Council by written ballot shall elect a president from its membership. In the Mayor's absence from a Council meeting, the President shall preside over it. Whenever the Mayor is unable to perform the functions of his office, the President shall act as Mayor.

In the absence of the Mayor and the President, if a quorum of the Council is present, the senior member of the Council shall preside over the meeting as President Pro-Tem. If there is no one senior member of the Council, Council shall choose, by vote, a President Pro-Tem to preside at that meeting.

The Council President or the Council President Pro-Tem, while serving as presiding officer, may propose motions and debate from the chair, subject only to the limitations of debate as are imposed on all members and shall not be deprived of any of the rights and privileges of a councilor by reason of acting as presiding officer.

11. Record of Proceedings

The Council shall cause a record of its proceedings to be kept. Upon the request of any of its members, the ayes and nays upon any question before it shall be taken and entered in the record.

No action by the Council shall have legal effect unless the motion for the action and the vote by which it is disposed of take place at proceedings open to the public.

12. Order of Business

Matters to be considered by the Council at its meetings shall be placed on an agenda to be prepared by the City Administrator and/or his/her designee, typically the City Recorder, for the following materials:

- All items considered by the Council from work sessions that require official action of the Council. Work session agenda items will normally be considered at the next regular meeting.
- All items directed by the Mayor or a member of the Council to be listed on the agenda. The Mayor or presiding officer will be notified of agenda items requested by a Council member.
- All items deemed appropriate by the City Administrator.
- All items which are required by law to be presented to the Council.
- The Council may also consider any other item, proposed by the Mayor, a member of the Council or the City Administrator, not included on the written agenda.
- Items appearing on the Council agenda may be assigned a time limit by the Mayor or presiding officer. The Mayor or Council may extend the time limit until an issue or item is discussed and resolved.
- Correspondence, petitions or other written material that concerns items that are or may be on the agenda may be submitted to the City Administrator's Office at any time, but may only appear on the agenda if received by 12:00 p.m. the Wednesday preceding the intended Council meeting. The City Administrator may hold agenda items to have an appropriate study made of the issue, question or request. Any material submitted without the author's name and address will not be put on the Council agenda. Substantive matters arising under "Visitor Comments" will be referred to the City Administrator for study.

13. Agendas and Supportive Material

The City Administrator, typically through the City Recorder, shall provide copies of public records to any person so requesting that material, in compliance with the Oregon Revised Statutes, Public Records Law. A fee for copies may be charged based upon the cost of copying plus a reasonable administrative fee based on actual cost, which fees shall be adopted by Council resolution.

Copies of the supportive agenda material will be available to the media, and upon request, to members of the public at the time distributed to the Council, except for those items exempt from disclosure under the Public Records Law.

14. Appointing Committees

All committees, boards and commissions shall be created by the Council through the adoption of an ordinance or resolution. After the committees have been formally announced they cannot be changed except at a regular meeting of the Council. Appointments to committees shall be made as an agenda item at a regular meeting of the Council.

15. Council Liaisons

The Mayor, or the presiding officer in the Mayor's absence, will appoint Council members liaison appointments to City departments, programs, or boards and commissions. Liaisons will act as a communication link to the Council and will keep the Council informed of their department's activities. Council members will not substitute appointments or attendance at meetings without approval of the Mayor or presiding officer.

SECTION IV – CONDUCT AT MEETINGS

1. The Council will be clear and simple in its procedures and consideration of matters coming before it.
2. Any Council member or the Mayor may present main motions on business to come before the Council.
3. It is the policy of the Council to ensure an informed public, aware of the deliberations and decisions of the body and of the information upon which decisions were made. It is the policy of the Council that those decisions be arrived at openly. The Mayor and Council are encouraged to explain their rationale for votes during Council meetings.
4. Public Debate and Testimony:
 - Members of the public have no right to speak or address the Council at a Council meeting unless recognized by the presiding officer.
 - Time for testimony by members of the audience at public hearings or any Council meeting at which the public is invited or allowed to address the Council may be limited for each speaker and for each subject by the presiding officer or by majority vote of the Council.
 - Unless otherwise directed, persons addressing the Council shall limit their remarks to three (3) to five (5) minutes.
 - A person may request additional time subject to approval of the presiding officer.
 - Questions and discussions by audience members shall be directed to the presiding officer.
 - Directed discussion between members of the audience and Council members or City employees shall be permitted only at the discretion of the presiding officer.
 - Public testimony at regular sessions and work sessions, except at public hearings, shall be under the agenda item, "Visitor Comments" unless specifically permitted by the presiding officer.

- All persons addressing the Council shall do so from the designated location after first having clearly stated their name for the record. When speaking at public hearings, persons shall confine their comments to the issue under consideration.

5. Identification of Fiscal Impact of Policy Decisions

At such time as the Council adopts a new program or policy with significant revenue implications, it shall offer clear direction to City staff and to the Budget Committee as to how the program or policy is to be funded. When the City Council adopts such a new program or policy or significantly modifies an existing program or policy, it shall indicate how it expects that program or policy to be funded; e.g., which existing taxes or fees the Council expects to increase and by how much, or which current City programs or department expenditures the Council expects to reduce to fund the new program or policy. However, if the Council cannot reasonably identify a potential funding source, it shall so indicate.

6. Reconsidering a Vote

A motion to reconsider a vote can be made only once and at the session at which the motion or matter was adopted, or at the next meeting of the Council, provided that no vote to reconsider shall be made after the ordinance, resolution, or act has taken effect.

7. Miscellaneous Provisions

- Members of the Council requesting a legal opinion of the City Attorney may do so directly during a meeting or if the Mayor is aware of the inquiry. A Council member desiring to contact the City Attorney will normally contact the City Administrator to ascertain if the question has previously been posed to the Attorney and/or if staff has researched and can address the issue.
- Authorization is needed from the presiding officer or majority of Council to take a reimbursable trip and incur expenses on City-related business. The following expenditure categories qualify for reimbursement under the above procedure:
 - Reasonable out-of-town travel expenses including mileage, meals, and lodging.
 - Additional cellular phone costs related to calls made regarding City business.

Expense reimbursement forms for expenses incurred for authorized purposes are available through the City Recorder. Receipts or other types of documentation are required for all items. The Mayor will review and approve expense claims submitted by Council members. The Council President will review and approve expenditures made by the Mayor.

- The Mayor or Council member shall also clarify what, if any, official capacity they are representing when speaking to the press.
- Normally, the City Administrator or his/her designee shall act as the City ombudsman for City business and affairs.

City of St. Helens
RESOLUTION NO. 1838

A RESOLUTION ADOPTING THE
CITY OF ST. HELENS GOVERNING POLICY

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

Section 1. The document entitled "City of St. Helens Governing Policy," attached hereto as Exhibit A, is hereby adopted, and supersedes any and all previous versions.

PASSED AND ADOPTED by the City Council on this 20th day of March, 2019 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

CITY OF ST. HELENS
GOVERNING POLICY

1. **Purpose:** The purpose of this policy is to establish guidelines for collaborative administrative decision-making and a governing structure to be used by City Councilors and staff, and to delegate responsibilities and authority to implement the guidelines.
2. **Governing Structure:** The City Council shall operate based on a combination of forms of government. Subject to the allocation and delegation of authorities herein, the City Council shall act as a commission with each Councilor assigned one or more City departments. The City Administrator shall supervise and coordinate the activities of all departments, and coordinate the collaborative process described below.
3. **Collaborative Decision-Making:** This process applied to administrative decision-making regarding department-level matters. Routine and emergency decisions applying adopted City policies shall be made by Department Heads. Decisions requiring policy interpretation or development shall be made in a collaborative process involving discussion and resolution between the Councilor assigned to the department, the City Administrator, and the Department Head. Issues that cannot be resolved by consensus in the collaborative process shall be referred to the Council.
4. **Personnel Supervision and Discipline:** Subject to the City's adopted personnel rules, supervisory authority shall be as follows:
 - a. Employees of departments shall be supervised by the Department Head, including discipline not involving termination.
 - b. Department Heads shall be supervised by the City Administrator. Hiring and termination of Department Heads and the City Administrator shall be the responsibility of the Council.
 - c. Decisions regarding hiring and termination of department employees shall be made using the collaborative process. Such decisions that lack concurrence of the collaborative group shall be referred to the Council.
5. **Personnel Evaluations:** Subject to the City's adopted personnel rules, responsibility for personnel evaluations shall be as follows:
 - a. Department employees shall be evaluated by their supervisors subject to review and approval by each Department Head.
 - b. Department Heads shall be evaluated by the assigned Councilor and the City Administrator.
 - c. The City Administrator shall be evaluated by the City Council.
 - d. Evaluations shall be written in a form approved by the Council.
 - e. Upon completion, evaluations shall be communicated with the employee and referred to the City Administrator for retention in secured personnel files.

City of St. Helens
RESOLUTION NO. 1839

**A RESOLUTION OF THE CITY OF ST. HELENS CITY COUNCIL AUTHORIZING
APPLICATION FOR GRANT TO THE OREGON PARKS AND RECREATION
DEPARTMENT**

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the 2019 Local Government Grant Program; and

WHEREAS, the City of St. Helens desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements, and enhancements; and

WHEREAS, the need for reconstruction of the Campbell Park tennis and basketball courts was identified by the community and the Parks & Trails Commission as a top priority in the Parks & Trails Master Plan (adopted July 2015); and

WHEREAS, the reconstruction of the Campbell Park tennis and basketball courts will improve and increase the number of recreational opportunities for the community, serving a variety of park system users; and

WHEREAS, the City of St. Helens has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

WHEREAS, the City of St. Helens will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded.

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

Section 1. The City Council authorizes application to the Oregon Parks and Recreation Department for funding assistance related to the Campbell Park tennis and basketball court reconstruction project.

APPROVED AND ADOPTED by the City Council on March 20, 2019 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1840

**A RESOLUTION DETERMINING THAT A NUISANCE EXISTS UPON PROPERTY
LOCATED AT 35418 HELENS WAY WITHIN THE CITY OF ST. HELENS AND
DIRECTING THAT NOTICE TO ABATE THE NUISANCE BE POSTED ON SAID
PREMISES**

WHEREAS, St. Helens Municipal Code (SHMC) Section 8.12.070(1)(a) and 8.12.150(2) provides that "No person in charge of any premises shall permit: (a) To remain unguarded upon said premises any machinery, automobile bodies or parts thereof, equipment, structures, buildings or other devices having the characteristic of an attractive nuisance or which is liable to attract children. " and "Keeping of Junk Prohibited. It is hereby determined and declared that the keeping of or allowing of junk to be on or remain out of doors on any public or private premises within the city, unless the same is completely enclosed within a building, is a nuisance and is unlawful."

WHEREAS, the property located at 35418 Helens Way, St. Helens, Oregon, has been determined by the Code Enforcement Officer to be in violation of one or more provisions of Chapter 8.12.070(1)(a) and 8.12.150(2) of the St. Helens Municipal Code and therefore a nuisance pursuant to the ordinance.

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

Section 1. The structures as listed in Exhibit A, St. Helens, Oregon, constitute a nuisance under SHMC Chapter 8.12.070(1)(a) and 8.12.150(2), based on the photographs of the premises, attached hereto and incorporated by reference as Exhibit A, and information from the Code Enforcement Officer. Council finds that the photographs show automobile bodies and junk. The term "junk" shall include, but will not be limited to, old motor vehicle parts, old machinery, old machinery parts, old appliances and parts thereof, old iron or other metal, glass, paper, old lumber, old wood, waste material, discarded material or abandoned personal property of any nature. Council hereby directs that the person(s) in charge of the premises located as 35418 Helens Way, shall, within 30 days after such Council determination, remove or abate such nuisance.

Section 2. Pursuant to SHMC 8.12.250(10), Council hereby delegates, "If within the time fixed, as provided in this chapter, the nuisance has not been abated by the person in charge of the property, the common Council shall cause the nuisance to be abated." Council further directs that this nuisance be permanently abated within 30 days from the date of this Resolution.

Section 3. Council hereby directs a notice to be posted on property located at 35418 Helens Way, St. Helens, Oregon, which contains: a description of the real property, by street address or otherwise; a direction to remove the nuisance within 30 days of the date of the notice; a description of the nuisance; a statement that unless such structures are immediately sufficiently secured to prevent access into them, the City will perform temporary nuisance abatement and secure said structures and that the costs shall be a lien against the property; furthermore, unless a permanent abatement of the nuisance is performed within 30 days of this Resolution, the City will permanently remove the nuisance and secure the property and that the costs shall be a lien against the property; and a statement that the person in charge of the property may protest the action by giving notice to the City Recorder within ten (10) days from the date of the notice.

Section 4. The City Recorder shall cause a copy of said notice to be forwarded by registered or certified mail, postage prepaid, to the person in charge of the property at the last known address of such person. That notice shall contain all the elements listed in paragraph 2, supra, that is, the posting. If the person responsible for the nuisance is not the owner, an additional notice shall be sent to the owner, stating that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.

Approved and adopted by the City Council on March 20, 2019, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A

















**Management & Operations Agreement
for the Management of the Columbia Pacific Food Bank**

The parties to this agreement are the Columbia Pacific Food Bank (the "CPFB"), an Oregon non-profit corporation which serves as the St. Helens Food Pantry and a regional distribution center for Columbia County and the City of St. Helens (the "City") an Oregon municipality.

WHEREAS, the CPFB purchased the property at 1421 Columbia Boulevard (formerly Columbia Electric Feed and Seed) for the purposes of relocating its current operations to a larger and more accessible facility; and

WHEREAS, the facility at 1421 Columbia Boulevard needs significant renovations; and

WHEREAS, the City and the CPFB have a mutual interest in seeing the completion the renovations to the facility at 1421 Columbia Boulevard to serve the public; and

WHEREAS, the City has applied for a grant from the Oregon Business Development's Community Development Block Grant in the amount of \$1,500,000 for the renovations of the facility at 1421 Columbia Boulevard; and

WHEREAS, the City has entered into a contract with the State of Oregon for the completion of the renovations to the facility and disbursement of grant funds (the "Project"); and

WHEREAS, the CPFB has agreed to support this Project through all phases of its development with the understanding that the funds to develop this project are subject to regulations by the State of Oregon and the United States of America; and

WHEREAS, the City and the CPFB have agreed that the City shall manage the Project through design and construction phases in partnership with the CPFB; and

WHEREAS, the City stated in its application to the State of Oregon that it would secure a continued use agreement with the CPFB for the first five (5) years after the completion of the project; and

WHEREAS, the Oregon Community Development Block Grant requires that the facility be used for the same purpose for which it was constructed for not less than five (5) years after completion of the project; and

WHEREAS, the CPFB will continue to be the owner of 1421 Columbia Boulevard, as renovated, once completed.

NOW, THEREFORE, the parties agree as follows:

1. The CPFB shall enter into an agreement with the City for the operation of the facility at 1421 Columbia Blvd. for the original intended use for a period of time of not less than five (5) years following the completion of the building and closeout of the Oregon Community Development Block Grant. This period will start upon the receipt by the CPFB the final closeout agreement for the Project between the State of Oregon and the City of St. Helens.

2. The “original intended use” of the facility is to provide a facility for the St. Helens Food Pantry and the County distribution facility that will receive, sort, re-package, store, and distribute food items to eligible recipients in Columbia County.
3. The CPFEB shall maintain records of facility use detailed enough to show that the facility is being used as specified in the Oregon Community Development Block Grant contract between the City and the State of Oregon.
4. The CPFEB, upon request, will make available to the City at any time during the five (5) years period physical access to the facility and to all financial records and other documents for the purpose of demonstrating continued use.
5. The CPFEB will comply with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements governing the acceptance and use of Oregon Community Development Block Grant funds.
6. The CPFEB will inform the City within three (3) business days if the facility is not being used for the stated purpose.
7. The City shall manage the Project and have final decision making authority with respect to all phases of the design and construction of the Project, including, but not limited to, the selection and oversight of the General Contractor, inspection and monitoring of all phases of construction, disbursement of progress payments and final acceptance of the completed project in partnership with the CPFEB on decisions made on the project. The City shall provide the CPFEB with contemporaneous copies of all written communications by the City pertaining to the project and shall respond in a timely manner to any all questions or communications from the CPFEB and shall include a CPFEB representative in all meetings regarding all phases of the design and construction of the project unless waived by the CPFEB. Nothing in this Agreement, however, obligates City to expend funds other than the Block Grant funds, unless appropriated by City in its sole discretion.
8. The CPFEB shall indemnify, defend, and hold harmless the City, including its officers, employees and agents in the event of any claim, suit, loss, or damage resulting from any decisions, acts, or omissions made in partnership with the City for construction of the renovated CPFEB facility, including but not limited to any damages assets in tort or in contract, including but not limited to any contracts executed between the City and State of Oregon, and the City and any other architect, engineer, or building contractor. The foregoing shall not apply to the extent that a claim, suit, loss, or damage is the result of the City’s actions or inactions, or when the City has failed to comply with paragraph 7 above on any decision or action taken regarding the construction of the renovated CPFEB facility.
9. Except as may otherwise be agreed to by the parties, City makes no warranty or representation whatsoever regarding the quality, fitness or suitability of the construction or finished renovations. CBFP’s sole recourse, if any shall be with the construction contractor.

BUILDING AND SAFETY

The CPFEB hereby accepts responsibility for providing adequate maintenance for the building and grounds for the entirety of the grant period. This includes maintaining compliance with all local, state, and federal codes.

DISPUTE RESOLUTION

In the event a dispute occurs regarding the operation or interpretation of this agreement, or the need for amendment, and the parties come to an impasse regarding the dispute, the governing body of either the CPFEB or the City may refer the dispute to a resolution committee. The resolution committee shall be comprised of two CPFEB representatives chosen by the CPFEB Board and two City representatives chosen by the City Council. The committee shall immediately proceed with non-binding arbitration by unanimous agreement.

SEVERABILITY

IF any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement and the application of such term or provision to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term of provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

EFFECTIVE DATE

This agreement shall become effective upon the date the last party executes the agreement as shown below. The agreement shall terminate at the end of the five (5) year period following completion of the renovations to the facility. Until the termination date, all rights and obligations specified in this agreement are legally binding to the terms and conditions contained herein. The policies, rules, and ordinances in existence on the effective day of this agreement shall remain applicable until the termination date.

CITY OF ST. HELENS

John Walsh, City Administrator

Date

ATTEST: Kathy Payne, City Recorder

Date

APPROVED AS TO FORM: City Attorney

Date

COLUMBIA PACIFIC FOOD BANK

Columbia Pacific Food Bank, Executive Director

Date

City of St. Helens
PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and Mackenzie Engineering, Inc. (“Contractor”).

RECITALS

A. The City is in need of consulting services to complete a feasibility study, initial design, and cost estimate for a new St. Helens Police Station

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to professional services and Contractor accepts such engagement. The principal contact for Contractor shall be Jeff Humphreys, phone 503-224-9560.

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

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on 6/20/20. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment A, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following

approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

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

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

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

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

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

CITY: City of St. Helens
Attn: City Administrator
PO Box 278
St. Helens OR 97051

CONTRACTOR: Mackenzie Engineering, Inc.
1515 SE Water Ave., Suite 100
Portland, OR 97214

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

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused

by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 Contractor agrees that it will not cancel or reduce said insurance coverage. Should there be an interruption of coverage or pending cancellation of Contractor's policy, Contractor will notify City in writing 30 days prior to interruption or cancellation.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification.

For Professional errors and omissions claims, Contractor shall indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or

subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

For all other claims, Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

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

17. Compliance with Law.

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

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

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

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

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

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

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

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

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

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

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

24. Inspection and Audit by the City.

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

^A **24.2** The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

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

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

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

CITY:

CONTRACTOR:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
Scope of Work

St. Helens Police Station Replacement Needs Assessment COST SCHEDULE Mackenzie Project #2190014.MK Last updated by Adam Olsen on 2/25/19		Mackenzie									Construction Focus			Total Hours by Task	Total Base Services by Task	Total Optional Services by Task	
		Jeff Humphreys	Adam Olsen	TBD	Josh McDowell	TBD	Matt Butts	Steven Tuttle		Hours by Task	Fee by Task	Steve Gunn	Greg/ Shannon				Ryan/ Kristie
		Principal (Architecture)	Project Manager	Arch. Designer	Principal (Structural)	Struct. Designer	Principal (Civil)	Landscape Architect	Admin			Principal	Staff				Staff
1	Project Start-Up - 2 weeks	4	10	0	0	0	0	3	17		0	0	0	17			
	Final Project Schedule	1	2														
	Final Scope of Work	1	2					1									
	1 hour kick-off meeting	2	6					2									
		\$800	\$1,250	\$0	\$0	\$0	\$0	\$240		\$2,290	\$0	\$0	\$0		\$2,290	\$0	
2	Existing Building Assessment	2	2	0	0	0	0	0	4		0	0	0	4			
	Review Previous Exising Building Assessment	2	2														
		\$400	\$250	\$0	\$0	\$0	\$0	\$0		\$650	\$0	\$0	\$0		\$650	\$0	
3	Programming and Workshops - 5 weeks	18	16	38	0	0	0	0	72		0	0	0	72			
	Initial meet w/ Department Supervisors/Leads	2	2	2													
	One Day Workshop with Divisions	8	8	8													
	Create Draft Program	2	2	16													
	Review Draft Program w/ Stakeholders	4	2	4													
	Refine Program and Finalize	2	2	8													
		\$3,600	\$2,000	\$3,800	\$0	\$0	\$0	\$0		\$9,400	\$0	\$0	\$0		\$9,400	\$0	
4	Comparison & Facility Tours - 2 weeks	12	6	2	0	0	0	0	20		0	0	0	20			
	Coordination & Scheduling of Tours	2	2														
	One Day Facility Tours	8															
	Refine Program and Finalize	2	4	2													
		\$2,400	\$750	\$200	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0		\$0	\$3,350	
5	Site Selection / Evaluation - 4 weeks	13	26	44	0	0	4	4	91		0	0	0	91			
	Development Feasibility Report (DFR) for each site - BY CLIENT	1	4														
	Site Test-Fit with approved program for 4 sites	2	4	12			4	4									
	Preliminary Site Plan for 2 sites	2	4	12													
	Floor Plan depicting adjacencies for 1 site	2	4	4													
	One exterior perspective	2	4	12													
	Meeting w/ Chief to select preferred site	4	6	4													
		\$2,600	\$3,250	\$4,400	\$0	\$0	\$800	\$500	\$0	\$11,550	\$0	\$0	\$0		\$11,550	\$0	
6	Design Refinement - 4 weeks	10	28	50	6	12	2	2	110		0	0	0	110			
	Refine Preliminary Design of Selected Site	2	4	8			2	2									
	Conceptual Design - Site Plan	2	4	8													
	Conceptual Design - Floor Plan	2	4	8	2	4											
	Conceptual Design - Perspective Renderings	2	8	24													
	Conceptual Design - Narrative	2	8	2	4	8											
		\$2,000	\$3,500	\$5,000	\$1,200	\$1,380	\$400	\$250	\$0	\$13,730	\$0	\$0	\$0		\$13,730	\$0	
7	Project Cost Estimate - 4 weeks	4	10	6	0	0	0	0	20		10	14	8	52			
	Cost Analysis										10	14	8				
	Validate Cost Estimate	2	4	4													
	Project Cost Analysis Report	2	6	2													
		\$800	\$1,250	\$600	\$0	\$0	\$0	\$0	\$0	\$2,650	\$1,300	\$1,680	\$880		\$6,510	\$0	
8	Final Report and Presentation - 3 weeks	8	16	20	0	0	0	0	44		0	0	0	44			
	Format documents and issue draft to City	2	10	12													
	Update based on Stakeholder comments & issue final report	2	6	8													
	Present to City Council	4															
		\$1,600	\$2,000	\$2,000	\$0	\$0	\$0	\$0	\$0	\$5,600	\$0	\$0	\$0		\$5,600	\$0	
Total Project Hours		71	114	160	6	12	6	6	378		10	14	8	410			
Hourly Rate		\$200	\$125	\$100	\$200	\$115	\$200	\$125	\$80		\$130	\$120	\$110				
Fee		\$14,200	\$14,250	\$16,000	\$1,200	\$1,380	\$1,200	\$750	\$240		\$1,300	\$1,680	\$880				
Total Fee By Discipline		\$44,450			\$2,580		\$1,200	\$750	\$240	\$45,870	\$3,860				\$49,730	\$3,350	
10% Consultant Mark-Up																\$386	
Reimbursables		\$1,000										\$250				\$1,250	
Subtotal Fee																\$51,366	\$3,350
Discount																\$6,316	\$0
Grand Total Fee																\$45,050	\$3,350
Grand Total Fee (Base Service + Optional Services)																\$48,400	

Project Understanding & Approach

Project Understanding

The City of St. Helens is in need of relocating their Police Department because the current facilities do not:

- Meet essential facility standards.
- Provide the optimum work flow for law enforcement operations.
- Allow adequate space for expansion.

With this in mind, the City is requesting services to:

1. Analyze the existing site and building to better identify deficiencies and limitations of the existing facilities.
2. Evaluate future growth of the City and the police department.
3. Evaluate four sites for possible development of a police facility.
4. Develop conceptual designs for each site.
5. Develop a comparison for the different concept designs with cost forecasts, pros and cons, and recommendations.



Project Approach

The fundamentals to our approach are organized in three stages: **discovery**, **design**, and **delivery**. Driven by our client focused philosophy, the first step of our approach is to put ourselves in the City's shoes, and fully understand the nuances of your perspective and the driving forces behind your goals.

Discovery

In the Discovery stage, our integrated team will collaborate with the City of St. Helens's stakeholder group to gain a deep understanding of project priorities. Through facilitated visioning sessions with stakeholders we'll explore current St. Helens Police Department culture, vision for the future, values, and identity. These unique elements, clearly defined, will become vital design considerations and serve as a guiding framework for the rest of the project.

Design

Mackenzie's design approach is founded on creative collaboration with our clients, and within the Mackenzie team. Our in-house designers work closely together, with immediate and organic access to one another's specialized expertise and unexpected solutions. Our extensive experience in creative office and police facilities will allow our team to quickly grasp and lay out the intricacies and requirements of the city of St. Helens police department. Proposed solutions will be continually vetted against the project road map and vision established during the discover stage.

At every step, we will bring innovative design ideas, diligent attention to detail, and solutions that remain true to project goals and that respond appropriately to the market, neighborhood, and historic considerations.

Delivery

Mackenzie is dedicated to delivering projects with unparalleled service. Our integrated design philosophy is key to taking a holistic approach during the design phases and into construction, project closeout and beyond. With each step Mackenzie's project management system periodically tests and retests project direction to make certain the City of St. Helens's original aspirations are being met.

Key Activities and Milestones

1. Project Kick-Off

The project kickoff will provide a foundation for design development and guiding principles for decision making throughout the course of the project. This gives the opportunity to introduce the design team members and city stakeholders, establish communication protocol and outline the project process for stakeholders, confirm goals, identify steps, durations, and overall project schedule.

2. Discovery

In the Discovery stage, our integrated team will collaborate with the City's Police Department and other designated stakeholders to gain a thorough understanding of the project. We'll use interviews and surveys to understand and articulate high-level goals, organizational culture, departmental logistics, and the project's big picture. Our role will include showing ideas and potential inspiration, and stimulating conversation through a strategic investigation of possibilities. Collectively, the team will explore opportunities in collaborative spaces, hoteling, amenities, and modes of work to reinforce the police department's culture and enhance their operational flow. Through this effort we will gain an understanding of the department's background, how it serves the City, and an understanding of the City and police department is expected to grow.

Existing Facility Assessment and Standards

~~Review previous existing building assessment (by FFA). During this step we will evaluate the existing facility for compliance with current building code, energy code, ADA accessibility, seismic performance (ASCE 41), operational and space deficiencies as well as life expectancy of building systems and materials. All elements found not in compliance with identified code and building materials and systems needing repair or replacement will be noted in a report and keyed into a floor plan with photos to visually delineate the issue.~~

Space Analysis and Programming

Based on the information gathered through the Discovery step, we will document projected staff growth, space needs, adjacency requirements and storage and equipment needs for present day, five

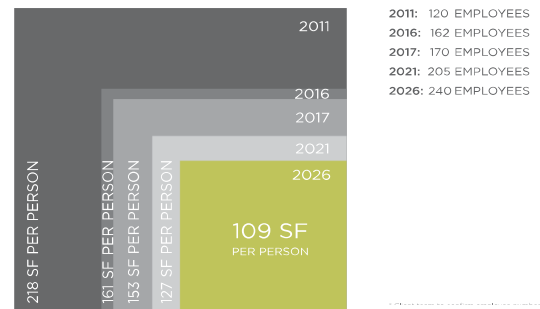
years, 10 and 20 year projections. The program will accommodate projected growth, circulation space, and requirements for utilitarian areas, like mechanical, electrical, and data room spaces. In this step, for reference and comparison, we will also compare the St. Helens police building size and staffing forecasts to other municipalities and compile in a matrix.

Adjacencies and Space Standards Development

Staff Growth

Department Growth

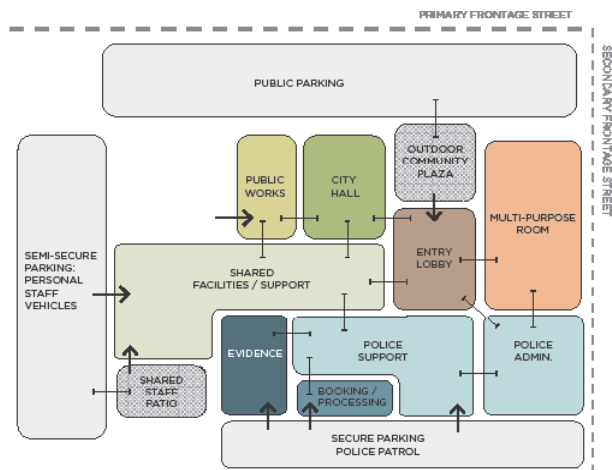
COMPANY GROWTH



Using the approved program and information gathered from the space analysis, we'll develop adjacency diagrams and block diagrams that illustrate the sizes, spatial relationship, and proximities of spaces to other areas in their current configuration, and optimized adjacency diagrams. This process will articulate the operational relationships between spaces, and validate that the facility areas and different departments function correctly together.

This operational articulation will include our team's cutting-edge understanding of contemporary creative office trends, including the nuances of collaborative work areas, strategies for allowing choice and control over personal work style, sit-to-stand stations, and spaces designed to organically strengthen community and inspire innovation.

Upon review with the stakeholder group, we'll establish space standards for the work stations that meet police staff requirements for functionality and embrace trends we are seeing nationally.



3. Comparisons & Facility Tours

Optional Services

In this step, we'll facilitate tours of two or three comparable facilities with the stakeholder group. We recommend that we tour facilities that are similar based on size and specific program requirements. The intent of these tours is to observe recently completed facilities, learn how those agencies developed the design to meet their needs, and confirm, or challenge, assumptions that were made during the initial program development for your project.

While on these tours, particular attention will be given to the flow of spaces, durability of materials and finishes used, and how the building is aging. Tours are a great tool to test assumptions made by staff during programming; the first-hand experience of a space or size of a room is valuable. The specific facilities to be toured can be confirmed after the project is under way. Lessons learned or items to be refined will be discussed at the conclusion of the tours, and relevant items will be clarified in the program as design scenarios are advanced.



4. Potential Site Evaluations

Four sites will be evaluated, two City owned and two sites that would require acquisition by the City.

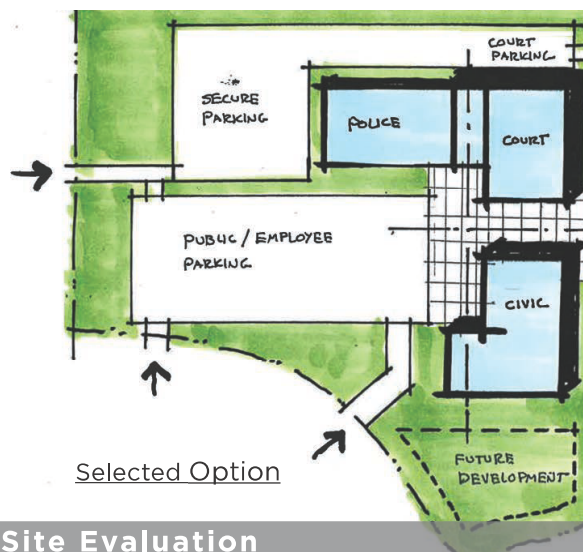
The City of St. Helens

~~Mackenzie's~~ planning department will create a Development Feasibility Report (DFR) that clearly defines the required approval process (and time lines), zoning and development requirements, and any local observations such as pending developments that could impact the subject site's development. Concurrent with that effort, a preliminary site test-fit will be developed to evaluate how the elements described in the approved program may fit on the property. This analysis will confirm the ability of the site to meet the operational demands of the project in an efficient and cost-effective manner.

After the planning departments DFR is complete, Mackenzie will create

Mackenzie will identify opportunities and constraints related to the subject sites. Evaluation criteria based on IACP guidelines, such as size and shape of the parcel, traffic impacts and site access, zoning requirements, environmental considerations, required off-site improvements, and cost will be used as the basis for facilitating evaluation of the site.

Each site will have a preliminary site, floor plan depicting adjacencies and a perspective of the exterior, showing general massing and fenestration of the concept as well as a cost forecast and anticipated project development schedule. The cost forecast will be a high level projection intended to forecast all project costs, inclusive of land acquisition and other soft costs to aid in comparison between the four sites. The schedule will provide durations, major milestones, and anticipated occupancy for subject site.



Site Evaluation

5. Recommendations

Design Refinement

At the conclusion of the previous step, Mackenzie will facilitate a meeting to review the four sites and work with the police department and stakeholders to select a preferred site from the site evaluations analysis.

Upon the City of St. Helens's selection of a preferred site, Mackenzie will refine the preliminary design. This will be an intensive refinement process, with the design team working through the selected site/facility design and meeting with the stakeholder group to review and approve the development of a conceptual design. The conceptual design will include site plans, floor plans, elevations and character renderings further illustrating and defining the design of the facility so that an accurate cost estimate can be established.

Final Report

After pricing has been completed, Mackenzie will compile all of the deliverables from the study into a draft report and facilitate a meeting with the stakeholders to review the project design, associated project cost, next steps, and project schedule.

Upon receiving final comments from the City of St. Helens's police department and stakeholders, Mackenzie will incorporate the comments into a report and finalize it for printing and distribution. Mackenzie will present or be in attendance for supporting the police department in presenting the findings from the report to City Council and answer any questions pertaining to the process and findings.

Design Refinement Sample



Preliminary Design Site Plan – Oregon City

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

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

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

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
P.O. Box 278
St. Helens, OR 97051

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

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

Oregon Workers' Compensation Certificate of Insurance

**Mail to:**

MACKENZIE ENGINEERING INCORPORATED
MACKENZIE ENGINEERING
PO BOX 14310
PORTLAND, OR 97293-0310

Certificate holder:

CITY ADMINISTRATOR
CITY OF ST. HELENS
PO BOX 278
ST HELENS, OR 97051

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured

Mackenzie Engineering Incorporated
Mackenzie Engineering
PO Box 14310
Portland, Or 97293-0310

Producer/contact

SAIF Corporation
Nan F Angelo
503.673.5403 nanang@saif.com

Issued 02/11/2019

Policy 753429

Period 09/01/2018 to 09/01/2019

Limits of liability

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Body Injury by Disease	\$1,000,000 policy limit

Description of operations/locations/special items**Important**

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE POLICYHOLDER AND CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS AND OREGON LAW. SAIF WILL ENDEAVOR TO PROVIDE WRITTEN NOTICE WITHIN 30 DAYS WHENEVER POSSIBLE.

Authorized representative

Kerry Barnett
President and CEO

400 High Street SE
Salem, OR 97312
P: 800.285.8525
F: 503.584.9812



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2019

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

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

PRODUCER LIC #0E77964 Integro Insurance Brokers One California Street Suite 400 San Francisco, CA 94111	1-415-365-8000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Mackenzie Engineering, Inc. 1515 SE Water Avenue, Suite 100 Portland, OR 97214		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROP CAS CO OF AMER INSURER B: TRAVELERS CAS & SURETY CO OF AMER INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25674 31194	

COVERAGES **CERTIFICATE NUMBER:** 55344453 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			630-0L127311-TIL-18	09/01/18	09/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-1L604314-18-CAG	09/01/18	09/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EX-1L64048A-TIL-18	09/01/18	09/01/19	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	A&E Professional Liab.			106970374	09/01/18	09/01/19	Aggregate 5,000,000

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

The City of St. Helens, its officers, agents and employees are included as Additional Insureds as respects General Liability coverage where required by written contract with the Named Insured.

CERTIFICATE HOLDER

City Administrator
City of St. Helens

P.O. Box 278

St. Helens, OR 97051

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CONTRACT PAYMENTS

City Council Meeting
March 20, 2019

Emery & Sons Construction Group, LLC

Project: SD-150 S. 10th Street Storm Drain Reroute (PR#1) \$ **63,432.55**



City of St. Helens

265 Strand Street, St. Helens, Oregon 97051
Phone: 503.397.6272 | Fax: 503.366.3782

Contract Payment Request No. 1

605-000-053015

CONTRACTOR:

Emery & Sons Construction Group, LLC

P.O. Box 13069

Salem, Oregon 97309

PROJECT NO.: SD-150

PROJECT NAME: South 10th Street Storm Drain Reroute

DEPARTMENT: Public Works Department - Engineering

DATE SUBMITTED: 3/12/2019

Original Contract Amount	\$576,862.00	Total Amount Earned To-Date	\$66,771.10
Total Change Orders Amount	\$0.00	Total Earned This Month	\$66,771.10
Adjusted Contract Amount	\$576,862.00	Less 5% Retainage This Month	\$3,338.56

Total Amount Due

\$63,432.55

Bid Item No.	Description	Unit	Qty	Unit Price	Contract Price	Completed Prior to This Pay Period		Completed This Pay Period	
						Total Quantity Completed To-Date	Total Contract Earned To-Date	Quantity Completed This Pay Period	Total Contract Earned This Pay Period
1	Mobilization, Bonds, Insurance, Demobilization	LS	1	\$74,770.00	\$74,770.00	0.00	\$0.00	0.38	\$28,412.60
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$22,000.00	\$22,000.00	0.00	\$0.00	0.25	\$5,500.00
3	Erosion and Sediment Control, Complete	LS	1	\$2,000.00	\$2,000.00	0.00	\$0.00	0.25	\$500.00
4	Horizontal Directional Drilling Gravity Storm Sewer Mainline, 14-inch Diameter DR11 HDPE, Complete								
	(a) Sta 2+00 to Sta 4+61	LF	261	\$433.00	\$113,013.00	0.00	\$0.00	0.00	\$0.00
	(b) Sta 4+61 to Sta 6+89	LF	228	\$441.00	\$100,548.00	0.00	\$0.00	0.00	\$0.00
5	Open-Cut Install 18-inch Storm Sewer, Class B Backfill								
	(a) 4.1ft - 8ft Depth	LF	102	\$158.00	\$16,116.00	0.00	\$0.00	0.00	\$0.00
	(b) 8.1ft - 12ft Depth	LF	82	\$160.00	\$13,120.00	0.00	\$0.00	0.00	\$0.00
6	Open-Cut Install 12-inch Storm Sewer, Class A Backfill								
	(a) 4.1ft - 8ft Depth	LF	83	\$101.00	\$8,383.00	0.00	\$0.00	0.00	\$0.00
	(b) 8.1ft - 12ft Depth	LF	75	\$104.00	\$7,800.00	0.00	\$0.00	0.00	\$0.00
7	Open-Cut Install 12-inch Storm Sewer, Class B Backfill								
	(a) 4.1ft - 8ft Depth	LF	41	\$133.00	\$5,453.00	0.00	\$0.00	0.00	\$0.00
	(b) 8.1ft - 12ft Depth	LF	22	\$145.00	\$3,190.00	0.00	\$0.00	0.00	\$0.00
8	Open-Cut Install 10-inch Storm Sewer, Class B Backfill								
	(a) 0ft - 4ft Depth	LF	21	\$92.00	\$1,932.00	0.00	\$0.00	0.00	\$0.00
	(b) 4.1ft - 8ft Depth	LF	80	\$123.00	\$9,840.00	0.00	\$0.00	0.00	\$0.00
	(c) 8.1ft - 12ft Depth	LF	63	\$247.00	\$15,561.00	0.00	\$0.00	0.00	\$0.00
9	Furnish and Install New 48-inch Diameter Storm Drain Manhole								
	(a) 0ft - 4ft Depth	EA	1	\$5,583.00	\$5,583.00	0.00	\$0.00	0.00	\$0.00
	(b) 4.1ft - 8ft Depth	EA	3	\$6,489.00	\$19,467.00	0.00	\$0.00	0.00	\$0.00
	(c) 8.1ft - 12ft Depth	EA	2	\$9,232.00	\$18,464.00	0.00	\$0.00	0.00	\$0.00
	(d) Over 12.1ft Depth	EA	1	\$18,530.00	\$18,530.00	0.00	\$0.00	0.00	\$0.00
10	Furnish and Install New 60-inch Diameter Storm Drain Manhole								
	(a) 4.1ft - 8ft Depth	EA	1	\$9,490.00	\$9,490.00	0.00	\$0.00	0.00	\$0.00
11	Install New Standard 20" x 24" Catch Basin	EA	1	\$3,755.00	\$3,755.00	0.00	\$0.00	0.00	\$0.00
12	Install New Standard Ditch Inlet	EA	2	\$4,200.00	\$8,400.00	0.00	\$0.00	0.00	\$0.00
13	Abandon Existing Storm Drain Pipe In-Place	CY	10	\$1,100.00	\$11,000.00	0.00	\$0.00	0.00	\$0.00
14	Connect Existing Storm Outfalls to Storm Line B	LS	1	\$1,325.00	\$1,325.00	0.00	\$0.00	0.00	\$0.00
15	Connection to Existing Structures	EA	4	\$1,475.00	\$5,900.00	0.00	\$0.00	0.00	\$0.00
16	Remove and Dispose of Existing Storm Drain Manholes and Pipes	LS	1	\$5,070.00	\$5,070.00	0.00	\$0.00	0.00	\$0.00
17	Tree and Stump Removal	EA	1	\$1,100.00	\$1,100.00	0.00	\$0.00	0.00	\$0.00
18	Temp. Removal and Reinstall of Existing Fence	LF	150	\$16.00	\$2,400.00	0.00	\$0.00	0.00	\$0.00
19	New Fence Installation	LF	40	\$87.00	\$3,480.00	0.00	\$0.00	0.00	\$0.00
20	Over Excavation and Select Backfill material for Unsuitable Foundation Conditions	CY	4	\$260.00	\$1,040.00	0.00	\$0.00	0.00	\$0.00
21	Rock Excavation	CY	260	\$190.00	\$49,400.00	0.00	\$0.00	132.15	\$25,108.50
22	Post-Construction CCTV of New Storm Drains	LF	1,058	\$4.00	\$4,232.00	0.00	\$0.00	0.00	\$0.00
23	Construction Staking and As-built Survey	LS	1	\$14,500.00	\$14,500.00	0.00	\$0.00	0.50	\$7,250.00
Totals:					\$576,862.00		\$0.00		\$66,771.10

CONTRACTOR'S APPLICATION FOR PAYMENT

PROJECT: S 10th Street Storm Drain Reroute

TO: City of St. Helens - Engineering Department
PO Box 278
St. Helens, OR, 97051
(503) 397-6272

Project/Contract No: SD-150

FROM: Emery & Sons Construction Group, LLC
PO Box 13069
Salem, Oregon 97309
(503) 588-7576

PAY APPLICATION NO. 1

Period Ending: 03/08/2019

Invoice/Inspector Receipt #s:

		Change Orders Summary		
		Number	Additions	Deletions
1. Original Contract Amount	\$	576,862.00		
2. Net Changes to Contract	\$	-		
3. Total Contract Amount To-Date	\$	576,862.00		
4. Total Amount of Work Completed	\$	66,771.10		
5. Total Percentage of Work Completed	12%			
6. Retainage:				
	5% of Completed Work			
7. Total Retainage	\$	3,338.56		
8. Total Amount Earned Less Retainage	\$	63,432.55		
9. AMOUNT DUE THIS APPLICATION	\$	63,432.55		
10. Balance to Finish Including Retainage	\$	510,090.90		
Totals	\$	-	\$	-
Net Changes	\$			

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and believe of the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Ain Big

Contractor's Representative (Authorized Signature)

3/12/19

Date

Payment Application No. 1

FOR PERIOD ENDING: 3/8/2019

PROJECT NAME:

S 10th Street Storm Drain Reroute

CONTRACTOR:

Emery & Sons Construction Group, LLC

PROJECT NUMBER:

SD-150

PO Box 13069

Salem, Oregon 97309

INVOICE / RECEIPT NO: 0

BID ITEM	DESCRIPTION	UNIT	QTY	CONTRACT UNIT PRICE	CONTRACT TOTAL PRICE	TOTAL WORK COMPLETED			PREVIOUS BILLING		CURRENT BILLING	
						WORK COMPLETED	AMOUNT BILLED TO- DATE	PERCENT COMPLETED	WORK COMPLETED	AMOUNT BILLED	WORK COMPLETED	AMOUNT DUE THIS BILLING
1	Mobilization, Bonds, Insurance, and Demobilization	LS	1	\$ 74,770.00	\$ 74,770.00	0.38	\$ 28,412.60	38%		\$ -	0.38	\$ 28,412.60
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$ 22,000.00	\$ 22,000.00	0.25	\$ 5,500.00	25%		\$ -	0.25	\$ 5,500.00
3	Erosion and Sediment Control, Complete	LS	1	\$ 2,000.00	\$ 2,000.00	0.25	\$ 500.00	25%		\$ -	0.25	\$ 500.00
4	Horizontal Directional Drilling Gravity Storm Sewer, 14-inch Diameter DR11 HDPE, Complete											
	(a) Sta 2+00 to Sta 4+61	LF	261	\$ 433.00	\$ 113,013.00		\$ -	0%		\$ -		\$ -
	(b) Sta 4+61 to Sta 6+89	LF	228	\$ 441.00	\$ 100,548.00		\$ -	0%		\$ -		\$ -
5	Open-Cut Install 18-inch Storm Sewer, Class B Backfill											
	(a) 4.1ft - 8ft Depth	LF	102	\$ 158.00	\$ 16,116.00		\$ -	0%		\$ -		\$ -
	(b) 8.1ft - 12ft Depth	LF	82	\$ 160.00	\$ 13,120.00		\$ -	0%		\$ -		\$ -
6	Open-Cut Install 12-inch Storm Sewer, Class A Backfill											
	(a) 4.1ft - 8ft Depth	LF	83	\$ 101.00	\$ 8,383.00		\$ -	0%		\$ -		\$ -
	(b) 8.1ft - 12ft Depth	LF	75	\$ 104.00	\$ 7,800.00		\$ -	0%		\$ -		\$ -
7	Open-Cut Install 12-inch Storm Sewer, Class B Backfill											
	(a) 4.1ft - 8ft Depth	LF	41	\$ 133.00	\$ 5,453.00		\$ -	0%		\$ -		\$ -
	(b) 8.1ft - 12ft Depth	LF	22	\$ 145.00	\$ 3,190.00		\$ -	0%		\$ -		\$ -
8	Open-Cut Install 10-inch Storm Sewer, Class B Backfill											
	(a) 0ft - 4ft Depth	LF	21	\$ 92.00	\$ 1,932.00		\$ -	0%		\$ -		\$ -
	(b) 4.1ft - 8ft Depth	LF	80	\$ 123.00	\$ 9,840.00		\$ -	0%		\$ -		\$ -
	(c) 8.1ft - 12ft Depth	LF	63	\$ 247.00	\$ 15,561.00		\$ -	0%		\$ -		\$ -
9	Furnish and Install New 48-inch Diameter Storm Drain Manhole											
	(a) 0ft - 4ft Depth	EA	1	\$ 5,583.00	\$ 5,583.00		\$ -	0%		\$ -		\$ -
	(b) 4.1ft - 8ft Depth	EA	3	\$ 6,489.00	\$ 19,467.00		\$ -	0%		\$ -		\$ -
	(c) 8.1ft - 12ft Depth	EA	2	\$ 9,232.00	\$ 18,464.00		\$ -	0%		\$ -		\$ -
	(d) Over 12.1ft Depth	EA	1	\$ 18,530.00	\$ 18,530.00		\$ -	0%		\$ -		\$ -
10	Furnish and Install New 60-inch Diameter Storm Drain Manhole											
	(a) 4.1ft - 8ft Depth	EA	1	\$ 9,490.00	\$ 9,490.00		\$ -	0%		\$ -		\$ -
11	Furnish and Install New Standard 20" x 24" Catch Basin	EA	1	\$ 3,755.00	\$ 3,755.00		\$ -	0%		\$ -		\$ -
12	Furnish and Install New Standard Ditch Inlet	EA	2	\$ 4,200.00	\$ 8,400.00		\$ -	0%		\$ -		\$ -
13	Abandon Existing Storm Drain Pipe In-Place	CY	10	\$ 1,100.00	\$ 11,000.00		\$ -	0%		\$ -		\$ -
14	Connect Existing Storm Outfalls to Storm Line B, Complete	LS	1	\$ 1,325.00	\$ 1,325.00		\$ -	0%		\$ -		\$ -
15	Connection to Existing Structures	EA	4	\$ 1,475.00	\$ 5,900.00		\$ -	0%		\$ -		\$ -
16	Remove and Dispose of Existing Storm Drain Manholes and Pipes	LS	1	\$ 5,070.00	\$ 5,070.00		\$ -	0%		\$ -		\$ -
17	Tree and Stump Removal	EA	1	\$ 1,100.00	\$ 1,100.00		\$ -	0%		\$ -		\$ -
18	Temporary Removal and Reinstallation of Existing Fence	LF	150	\$ 16.00	\$ 2,400.00		\$ -	0%		\$ -		\$ -
19	New Fence Installation	LF	40	\$ 87.00	\$ 3,480.00		\$ -	0%		\$ -		\$ -
20	Over Excavation and Select Backfill material for Unsuitable Foundation Conditions	CY	4	\$ 260.00	\$ 1,040.00		\$ -	0%		\$ -		\$ -
21	Rock Excavation	CY	260	\$ 190.00	\$ 49,400.00	132.15	\$ 25,108.50	51%		\$ -	132.15	\$ 25,108.50
22	Post-Construction CCTV of New Storm Drains	LF	1058	\$ 4.00	\$ 4,232.00		\$ -	0%		\$ -		\$ -
23	Construction Staking and As-built Survey	LS	1	\$ 14,500.00	\$ 14,500.00	0.50	\$ 7,250.00	50%		\$ -	0.50	\$ 7,250.00
TOTALS:					\$576,862.00		\$ 66,771.10			\$ -		\$ 66,771.10
CHANGE ORDER BID ITEMS												
					\$0.00		\$ -	0%		\$ -		\$ -
					\$0.00		\$ -	0%		\$ -		\$ -
					\$0.00		\$ -	0%		\$ -		\$ -
					\$0.00		\$ -	0%		\$ -		\$ -
TOTALS:					\$0.00		\$0.00			\$ -		\$ -

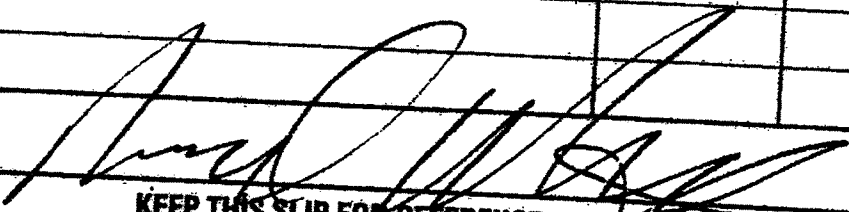
PAY APPLICATION SUMMARY

ORIGINAL CONTRACT AMOUNT:	\$ 576,862.00
TOTAL CONTRACT AMOUNT:	\$ 576,862.00
TOTAL AMOUNT EARNED TO DATE:	\$ 66,771.10
TOTAL EARNED THIS MONTH:	\$ 66,771.10
5% RETAINAGE THIS MONTH:	\$ 3,338.56

PREVIOUS PAYMENT APPLICATIONS:

PAY APP NO.	TOTAL BILLING	RETAINAGE	TOTAL AMOUNT PAID	DATE
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	

527622

CUSTOMER'S ORDER NO. <u>50-150</u>		DEPARTMENT <u>Eng</u>		DATE <u>3/11/19</u>	
NAME <u>Emily and sons</u>					
ADDRESS <u></u>					
CITY, STATE, ZIP <u></u>					
SOLD BY <u>Tim U</u>		CASH	G.O.D.	CHARGE	ON ACCT.
					PAID OUT
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	47.41	(21) Rock exc 2/25/19			
2		SD 2, MH 112-92 Bore 1.72			
3	58.60	(21) Rock exc 2/25/19			
4		SD 2 Bore 1.72 2 Tails			
5	146.60	(31) Rock exc 2/28/19			
6		SD 2 MH 112-97 Bore 1.72			
7	9.48	(21) Rock exc 3/6/19			
8		SD 1 MH 112-96 Bore 1.72			
9					
10					
11	132.19	Total			
12					
13					
14					
15					
16					
17					
18					
RECEIVED BY 					

A-5805
T-48320/48350

KEEP THIS SLIP FOR REFERENCE

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **RV Park Consulting Inc.** (“Contractor”).

RECITALS

A. The City is in need of consulting services to perform a site feasibility, conceptual design and analysis for an modern RV Park on City owned property at 1850 Old Portland Road, and Contractor is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to RV Park feasibility, conceptual design and analysis, and Contractor accepts such engagement. The principal contact for Contractor shall be Rich Stockwell, phone (360) 466-3322.

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

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate one year from parties signatures. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties

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

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment A, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

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

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

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

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

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

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

CITY: City of St. Helens
Attn: City Administrator
PO Box 278
St. Helens OR 97051

CONTRACTOR: **RV Park Consulting**
Attn: Rich Stockwell
812 Shoshone Drive
La Conner WA 98527
(360) 466-3322

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

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

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

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees,

elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

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

17. Compliance with Law.

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

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

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

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

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. _____]

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

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

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

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

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

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

24. Inspection and Audit by the City.

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

24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

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

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

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

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

RV Park Consulting Inc.

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A
Scope of Work

See attached

CONSULTING AGREEMENT

AGREEMENT, between RV Park Consulting Inc. and City of St. Helens (the “Company”) wishing to build a Modern RV Project on seven acres;

WHEREAS, the Company wishes to retain the Consultant as an independent contractor, and the Consultant wishes to be retained in such capacity and perform certain services for the Company, which include a conceptual **design** for the RV Resort to be delivered on Auto Cad (suitable for an engineer or contractor to create footage measurements), and as a PDF file for use in permitting; Consultant will get two bids from Pedestal Manufacturers. Consultant will introduce Company to three companies that specialize in RV Park Insurance. Consultant will provide a “typical” ten-year proforma complete with a separate **economic impact statement** for permitting purposes. Consultant will introduce Company to potential lenders if requested; and

WHEREAS, the services of the Consultant are not intended to include any engineering or geological analysis or evaluations of the soil underlying the site to determine its suitability for use as a RV Park; and that the consultant’s services do not include environmental investigations for testing of the soil and groundwater underlying the site to ensure that the soils and groundwater are not contaminated as provided in the applicable Federal, State, and Local laws; and

THEREFORE, the parties hereto agree as follows:

(1) Company hereby retains Consultant and Consultant hereby accepts such engagement, for the term and under the conditions and requirements specified herein, as a consultant to the Company, with such duties and responsibilities as may reasonably be assigned to pursuant to this Agreement. The Consultant's compensation shall be that specified below. Consulting cost is \$9000.

(2) Company agrees to pay for any additional consulting, **after** this phase is completed, at the rate of \$175 per hour or for a specific quote. For example, the preparation of a business plan or marketing campaign could cost a fixed figure. Invoices past 30 days will have a five percent late fee added. Any invoice past 90 days will be turned into a collection agency.

(3) The Company maintains and retains complete and full responsibility for evaluating the suitability of the soil of the site to determine that will be able to support an RV; and further the Company retains the sole responsibility for investigation of any and all environmental issues including investigation and remediation of any contamination of the soil and/or groundwater underneath the site to determine its suitability for its intended use as a RV Park, and that the site is in compliance with all Federal, State, and Local Environmental Laws.

(4) To the full extent permitted by applicable law, the company agrees to defend, indemnify and hold harmless consultant from and against any and all claims or proceedings (whether brought by private parties or governmental agencies) for bodily injury, property damage, environmental damage or impairment or any other injury or

damage arising out of or relating to the services provide by consultant, excluding the sole negligence of the consultant, hereunder on any project site or location for which such services are provided.

(5) Consultant is negotiating and making suggestions based upon experience. There are no guarantees of success and instant wealth.

(6) Consultant shall receive a retainer for **\$4500** for design payable (the "Compensation") prior to commencing work. The retainer can be paid by sending a check to [812 Shoshone Drive, La Conner, WA 98257](#). The term for which Consultant shall be retained hereunder shall commence on the date the retainer check is received and shall terminate upon the earlier of (i) the completion of the conceptual drawing and conversion to Auto Cad (ii) the death or substantial disability of Consultant. After completion of the work, balance of the contract is due and payable within ten days of delivery of conceptual design. Failure to pay will result in late fees and reasonable attorney and collection fees will be added to the balance. If the account is not paid as agreed and the account is assigned to a third-party collection agency, Company agrees to pay the actual amount of any collection fee, not to exceed 35% of the amount assigned.

(7) The Consultant shall devote Consultant's efforts, at the times and places they reasonably deem appropriate to their duties hereunder. However, it is expressly agreed that Consultant may serve as a consultant, manager, investor, or employee to other persons, without limitation.

(8) The principal place of business of the Consultant shall be at such places as Consultant, in Consultant's reasonable discretion, may choose from time to time. Consultant shall provide the Company not less than twenty (20) days' notice of any change in the principal place of business.

The Consultant shall be treated in all respects as an independent contractor and the Company shall not withhold any taxes on account of services rendered to it by Consultant. Consultant represents to Company that Consultant regularly holds itself out as a consultant to others, maintains its own office, has business cards other than for the services provided to Company, and assumes all risk of Consultant's classification as an independent contractor and not an employee.

(9) Company agrees that Consultant can list the correct name of their RV Park on RV Park Consulting, Inc's Web Site listing.

(10) Extension and Termination.

(a) If Consultant shall be terminated by Company, Consultant shall be entitled to any amounts due and owing as compensation under their Agreement to the extent earned, as defined herein, on a pro-rata basis, plus reimbursement for costs.

(b) This Agreement may be terminated by either party on ten (10) days written notice provided in accordance with the terms hereof.

(c) If neither party hereto terminates this Agreement as provided herein, then the term of this Agreement shall be renewed for the following calendar month subject to all the terms and conditions hereof.

(11) Disability or Death.

The Consultant shall be deemed substantially disabled if (i) the Consultant and the Company agree that the Consultant is substantially disabled; or (ii) for a period of sixty (60) consecutive days, the Consultant is unable, as a result of any physical, mental, or emotional illness, ailment, or accident to effectively discharge Consultant's duties hereunder. If the Consultant shall be substantially disabled as defined herein, the Company may then immediately upon Notice to the Consultant terminate this Agreement and the Company's obligation to pay the Consultant the Compensation hereunder.

(12) Expenses.

Company shall be responsible for any *previously authorized* (by the Company) expenses that Consultant reasonably incurs in performing the duties assigned hereunder. If travel to the site is required, Consultant will travel to and from the site for \$4,500 plus all travel expenses required. The Consultant shall be responsible to provide reasonable corroboration of any such expenses.

(13) Notices

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed, by either registered mail or certified mail return receipt requested, to the parties hereto at the addresses listed herein, or at such other address for a party as shall be specified by notice given pursuant hereto ("Notice").

(14) Waiver.

The failure of Consultant or Company to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which constitutes a violation, from having all the force and effect of a violation.

(15) Limitation of Liability.

Consultant shall under no circumstances be liable for any consequential, indirect, special, incidental, or exemplary damages, including without limitation, any loss of revenues, profits, or business, or other economic loss arising out of or in connection with the services provided hereunder. In additions to all other limitations of liability set forth herein, Consultant's liability to company, whether due to negligent acts, errors, errors or omissions, of Consultant or otherwise, excluding damages for personal injury, shall be limited to, and shall under no circumstances exceed the fee or actual charges, whichever is the lower.

(16) Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties hereto, supersedes all existing agreements between them, and cannot be changed or terminated except by a written agreement signed by the parties and may not be assigned by either party.

(b) This Agreement shall be construed in accordance with the substantive law of Washington State. Both parties agree that the jurisdiction is Skagit County in Washington State.

City of St. Helens

By _____ Date: _____

John Walsh,

City Administrator

City of St. Helens

265 Strand Street

P.O. Box 278

St. Helens, OR 97051

Phn: 503-366-8211

Fax: 503-397-4016

jwalsh@ci.st-helens.or.us

www.ci.st-helens.or.us

RV Park Consulting Inc.



Richard Stockwell, President

812 Shoshone Drive

La Conner, WA 98257

www.RVParkConsulting.com

rich@rvparkconsulting.com

Office 360-466-3322

Date March 13, 2019

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

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

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

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
P.O. Box 278
St. Helens, OR 97051

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

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

GROUND LEASE

OF SAND ISLAND MARINE PARK

BETWEEN:

THE CITY OF ST. HELENS, OREGON,
AN OREGON MUNICIPAL CORPORATION

AND:

SAND ISLAND CAMPSITES, LLC
AN OREGON LIMITED LIABILITY COMPANY

DATED:

MARCH [], 2019

TABLE OF CONTENTS

RECITALS:	1
ARTICLE 1 THIS LEASE	2
1.1 LEASE.	2
1.2 TERM.	2
1.3 USE.	4
1.4 RENT.	4
1.5 TENANT TAKING CITY PARK AND SHUTTLE BOAT “AS-IS-WHERE-IS”.	5
1.6 ENVIRONMENTAL CONDITIONS.	5
ARTICLE 2 INITIAL CONSTRUCTION OF THE PROJECT	6
2.1 REHABILITATION OF EXISTING IMPROVEMENTS.	6
2.2 RIVER STREET PARKING.	6
2.3 PERMITS, LICENSES, AND PLAN APPROVALS.	6 7
2.4 LIENS.	7
ARTICLE 3 MAINTENANCE AND OPERATIONS	7
3.1 MAINTENANCE AND OPERATION.	7
3.2 CONTINUOUS OPERATIONS PERIOD AND ONSITE HOST.	8 9
3.3 CUSTOMER RENTAL RATES.	9
ARTICLE 4 DOCKS AND SHUTTLE BOAT	9
4.1 MAINTENANCE OF DOCKS AND USE OF MAP FUNDS.	9
4.2 OPERATION OF DOCKS.	9
4.3 SHUTTLE BOAT.	9
4.4 LEGAL TITLE TO THE SHUTTLE BOAT.	10
4.5 SHUTTLE SCHEDULE; AGREEMENTS WITH SH MARINA.	10
ARTICLE 5 INSURANCE	10 11
5.1 TENANT’S INSURANCE.	10 11
5.2 GENERAL REQUIREMENTS.	11 12
5.3 EVIDENCE OF INSURANCE.	11 12
5.4 INCREASES IN INSURANCE.	12
ARTICLE 6 EXPANSIONS AND DSL UPLANDS	12
6.1 EXPANSIONS AT CITY PARK.	12
6.2 DSL UPLANDS.	12 13
ARTICLE 7 ESTOPPEL CERTIFICATES	13
ARTICLE 8 REPRESENTATIONS AND WARRANTIES	13
8.1 REPRESENTATIONS AND WARRANTIES OF LANDLORD.	13
8.2 REPRESENTATIONS, WARRANTIES AND COVENANTS OF TENANT.	14
ARTICLE 9 EMINENT DOMAIN	14 15
9.1 TOTAL CONDEMNATION.	14 15
9.2 PARTIAL CONDEMNATION.	14 15
9.3 TEMPORARY TAKING.	15
ARTICLE 10 DAMAGE OR DESTRUCTION	15
10.1 DAMAGE OR DESTRUCTION TO LEASED CITY PARK.	15
10.2 RIGHT TO TERMINATE.	15
ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES	15 16

11.1	DEFAULT BY TENANT.	15 16
11.2	REMEDIES UPON DEFAULT BY TENANT.	16
11.3	DEFAULT BY LANDLORD.	16
11.4	REMEDIES UPON DEFAULT BY LANDLORD.	16
ARTICLE 12 QUIET ENJOYMENT AND POSSESSION		16 17
12.1	QUIET ENJOYMENT.	17
12.2	INSPECTION.	17
ARTICLE 13 VACATION OF LEASED CITY PARK		16 17
ARTICLE 14 RESERVED		17
ARTICLE 15 TRANSFERS		17
ARTICLE 16 GENERAL INDEMNIFICATION		17
ARTICLE 17 RESERVED		17 18
ARTICLE 18 MISCELLANEOUS PROVISIONS		17 18
18.1	ENTIRE AGREEMENT, MODIFICATIONS.	17 18
18.2	GOVERNING LAW AND CHOICE OF VENUE.	17 18
18.3	BINDING EFFECT.	17 18
18.4	SEVERABILITY.	18
18.5	FURTHER ASSURANCES.	18
18.6	CAPTIONS.	18
18.7	INTERPRETATION OF LEASE.	18 19
18.8	CALCULATION OF TIME PERIODS.	18 19
18.9	EXHIBITS.	18 19
18.10	RIGHTS CUMULATIVE.	18 19
18.11	NOTICES.	18 19
18.12	COUNTERPARTS.	19 20
18.13	TIME OF ESSENCE.	19 20
18.14	RECORDING OF LEASE.	19 20
18.15	NO THIRD-PARTY BENEFICIARIES.	20
18.16	LANDLORD ACTING IN PROPRIETARY CAPACITY.	20

GROUND LEASE

DATED: As of [REDACTED] [REDACTED], 2019 ("Effective Date")

BETWEEN:

CITY OF ST. HELENS, Oregon, ("Landlord")
an Oregon municipal
corporation

AND

SAND ISLAND CAMPSITES, LLC, ("Tenant")
an Oregon limited liability
company [ENTITY HAS NOT
BEEN FORMED]

THIS GROUND LEASE ("Lease") is dated as of the Effective Date and is between Landlord and Tenant.

RECITALS:

A. Landlord currently owns and operates Sand Island Marine Park, situated on a portion of Sand Island, in the City of St. Helens, county of Columbia, and State of Oregon, and shown on the assessor's map on Exhibit A (the entire island, "**Sand Island**"). Sand Island Marine Park, the portion of Sand Island owned by Landlord, is the western portion of Sand Island (to the west of the mapped line running relatively north-south) marked as "CITY PARK" on Exhibit A (collectively with the Existing Improvements, defined below, the "**City Park**"). The Oregon Department of State Lands ("**DSL**") owns the balance of Sand Island to the east of the mapped line (the "**DSL Uplands**").

B. The City Park is approximately 20 acres in size and currently has 37 campsites, numerous nature trails, the Docks, defined below, and restrooms (along with any other improvements existing at the City Park as of the Effective Date, the "**Existing Improvements**").

C. The City Park is accessible via existing concrete boat docks owned by Landlord (the "**Docks**"). Landlord receives approximately five thousand dollars (\$5,000) annually from the Oregon State Marine Board's Maintenance Assistance Program ("**MAP**") for maintenance of the Docks and related improvements.

D. Landlord also owns a 22-foot pontoon boat, including its trailer, engines, and all other appliances, parts, additions, accessories, instruments, components, and other items of equipment installed thereon as of the Effective Date, and all required log books and records (collectively, the "**Shuttle Boat**") which has been used in the past to provide access the City Park. Landlord desires to transfer the Shuttle Boat to Tenant for use in the Project. Tenant may use the existing Shuttle Boat or a replacement Shuttle Boat to operate the Project.

E. Tenant is an affiliate of St. Helens Marina, LLC, an Oregon limited liability company ("**SH Marina**"), which operates a marina across the water of the Columbia River from Sand Island. Tenant will enter into agreements with SH Marina to use the docks and other facilities at SH Marina for the loading, parking, and queuing for the Shuttle Boat operations.

F. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the City Park. Tenant will manage, operate, and maintain the City Park pursuant to the terms of this Lease, including rehabilitating and utilizing the Existing Improvements and installing and maintaining picnic tables, fire rings, and tent pads at each campsite, as needed, operating and maintaining the Shuttle Boat (or a replacement Shuttle Boat) for access to the City Park, and providing additional Parking, defined below (collectively, the “**Project**”).

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of Landlord and Tenant set forth in this Lease, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE 1 THIS LEASE

1.1 Lease. Subject to the terms and conditions hereof, Landlord hereby leases to Tenant the City Park and Tenant hereby agrees to lease the City Park from Landlord.

1.2 Term.

1.2.1 This Lease shall become effective on the Effective Date, and, unless earlier terminated in accordance with its terms, shall remain in full force and effect throughout the Initial Term and any Extended Terms, as defined below. The Initial Term and any Extended Terms are collectively referred to as the “**Term**” of this Lease.

1.2.2 The “**Initial Term**” of this Lease shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of this Lease, shall continue until the day which is ten (10) years from the Effective Date.

1.2.3 Tenant shall have the right to extend the Term for two (2) additional five (5) year periods after the Initial Term (each an “**Extended Term**”), in accordance with this Section 1.2.3. To exercise its right to extend the Term, Tenant must deliver a written extension notice to Landlord prior to the date which is six (6) months prior to expiration of the then-current Term (the “**Extension Notice Deadline**”), provided that if a Tenant Default as defined in Section 11 of this Lease exists as of the as of the Extension Notice Deadline, Tenant shall not have the right to extend the Term, even if an extension notice was given before the occurrence of such Tenant Default. The terms of the Lease during any Extended Term will be the same terms and conditions applicable during the Initial Term. If Tenant fails to deliver a written extension notice before the Extension Notice Deadline, or if there is an ongoing Tenant Default as of the Extension Notice Deadline, this Lease will automatically terminate at the expiration of the then-current Initial Term or first Extended Term, as the case may be, Tenant will have no further rights to renew or extend the Term, and this Lease will be of no further force and effect except to the extent that a provision of this Lease provides that it is to survive termination or expiration of this Lease.

1.2.4 If Tenant exercises its right to extend the Term for both of the two (2) Extended Terms, Tenant may deliver a written notice (the “**Extension/Purchase Notice**”) to Landlord prior to the

date which is six (6) months prior to expiration of the then-current Term (the “**Extension/Purchase Notice Deadline**”) requesting that Landlord, in Landlord’s sole and absolute discretion, elect to either:

- (a) Renew this Lease for an additional period of ten (10) years, which 10-year period will be considered an additional Extended Term for all purposes under this Lease; or
- (b) Allow this Lease to terminate at the expiration of the then-current Term and, on or before such expiration, pay Tenant the value attributable to Tenant’s rehabilitation of the Existing Improvements under Section 2.1 below (the “**Tenant Improvements**”), the then fair market value of Tenant as a going concern (“**Tenant Value**”), and the balance of any parking rent credit then due under Section 2.2 below. The value of the Tenant Improvements shall be the fair market value attributable to the rehabilitation (not including the value of the Existing Improvements before rehabilitation) in their then-current condition at the expiration of the Term. Tenant Value shall be determined by using a “capitalization of earnings” approach unless in the below referenced appraiser’s professional opinion such approach is not the most accurate valuation method to determine Tenant’s then fair market value. Unless otherwise agreed in writing, Tenant Improvements and Tenant Value shall be as determined by an independent third-party appraiser agreed upon by both Landlord and Tenant (the “**Appraised Value**”). Landlord and Tenant shall each bear one-half (1/2) of the cost of the agreed upon appraiser. If Landlord and Tenant cannot agree on an appraiser within ten (10) business days after the date of the Extension/Purchase Notice, Landlord and Tenant must each give written notice to the other appointing an appraiser with at least five (5) years appraisal experience that includes the general geographic area where the Project is located to determine the Appraised Value. If either party does not appoint an appraiser within ten (10) business days after the other party has given notice of the name of its appraiser, the single appraiser appointed will be the sole appraiser and will solely determine the Appraised Value and provide written notice to both parties of such Appraised Value, and Landlord and Tenant shall each bear one-half (1/2) of the cost of the single appraiser. If two appraisers are appointed, the two appraisers will promptly meet or confer and agree upon an Appraised Value and provide written notice to both parties of such Appraised Value, and Landlord and Tenant shall each bear the cost of the appraiser they appointed. If the two appraisers are unable to agree on the Appraised Value within ten (10) business days after the second appraiser has been appointed, the two appraisers will agree upon and appoint a third appraiser to determine the Appraised Value and provide written notice to both parties of such Appraised Value. If three appraisers are used, Landlord and Tenant shall each bear the cost of the appraiser they appointed and one-half (1/2) of the cost of the third appraiser.

1.2.5 If a Tenant Default as defined in Section 11 of this Lease exists as of the Extension/Purchase Notice Deadline, Tenant shall not have the right to request an extension of the Term or payment for the Tenant Improvements, even if notice was given before the occurrence of such Tenant Default. If Tenant fails to deliver the written notice to Landlord on or before the Extension/Purchase Notice Deadline, or if there is an ongoing Tenant Default as of the Extension/Purchase Notice Deadline, this Lease will terminate at the expiration of the then-current

Term, Landlord shall have no obligation to pay any amount to Tenant for the Tenant Improvements, Tenant will have no further rights to renew or extend the Term, and this Lease will be of no further force and effect except to the extent that a provision of this Lease provides that it is to survive termination or expiration of this Lease.

1.3 Use. Tenant shall use the City Park solely for the development, maintenance, and operation of the Project, and for no other purpose without Landlord's written consent, which may be withheld in Landlord's sole and absolute discretion.

1.4 Rent. On or before January 31st of each calendar year of the Term (the "**Rent Due Date**"), Tenant covenants to pay to Landlord in an amount equal to ten percent (10%) of Tenant's Gross Income, as defined below, in the prior calendar year (the "**Rent**"). The payment of Rent shall be sent to Landlord at City of St. Helens, P.O. Box 278, St. Helens, Oregon 97051, or at such other address or bank account as Landlord shall specify from time to time in a written notice to Tenant. Each payment of Rent shall be accompanied with the Gross Income Statement, defined below. No security deposit is required from Tenant and Landlord is not holding and Tenant funds.

1.4.2 Definition of Gross Income. "**Gross Income**" means all money and things of value received by, or paid to, Tenant or to others for Tenant's use and benefit, and all credit extended by Tenant, in any way related to the Project or use of the City Park or the Shuttle Boat, including renting campsites, providing transportation, and any other sales of goods or services by Tenant, by an agent of Tenant, or by any concessionaire, subtenant, or licensee of Tenant, and any proceeds ultimately received by Tenant from sales through vending devices; less any lodging taxes or excise taxes collected from customers and for which Tenant is accountable to any government or governmental agency, and less the amount of any actual refunds or credits made by Tenant to customers for returnable merchandise, refundable non-use of campsites, or other commercially reasonable reasons.

1.4.3 Gross Income Statement. Simultaneously with the payment of Rent, and on or before the Rent Due Date, Tenant shall deliver to Landlord a complete and correct statement showing in reasonable detail all Gross Income for the immediately preceding calendar year, which statement shall be signed by an officer or authorized agent of Tenant certifying it to be true and accurate, and shall be supported by reasonable documentation (the "**Gross Income Statement**").

1.4.4 Records of Gross Income. Tenant shall keep complete and proper books of account and other records pertaining to Gross Income. The books and records shall be kept or made available at a location reasonably accessible to Landlord, who may inspect all such books and records with reasonable advance notice and at all reasonable times to verify Tenant's Gross Income. Within three (3) years after each payment of Rent is due, whether or not it has been paid, Landlord may request an audit of Tenant's Gross Income by an independent certified public accountant chosen by Tenant from a list of not fewer than three (3) submitted by Landlord in connection with the request. If Tenant does not choose an accountant within five (5) days, after receiving Landlord's list, Landlord may do so. The auditor shall have access to all Tenant's books and records and shall take such steps as the auditor deems necessary to complete the audit. The auditor's report shall be final and binding upon Landlord and Tenant and payments required to make adjustments in Rent to conform to the report shall be made within ten (10) days after receipt of the report. If the Gross Income for any calendar year audited shall be found by the auditor to be understated by more than two percent (2%), Tenant shall immediately pay Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by

Landlord. If Landlord does not request an audit within the subject three (3) year period, Landlord will no longer have the right to request an audit of Tenant's Gross Income Statements for those years for which no audit has been requested.

1.4.5 No Partnership Created. Landlord is not by virtue of this Lease a partner or joint venturer with Tenant in connection with the business carried on under this Lease, and Landlord shall have no obligation with respect to Tenant's debts or other liabilities.

1.4.6 Taxes and Fees. Rent does not include the payment of any lodging taxes, excise taxes, property taxes, fuel taxes, personal property taxes, any fees or taxes related to the Shuttle Boat, including registration and title fees and licensing fees, permit fees, or any other taxes, assessments, or fees for which Tenant is accountable to any government or governmental agency in connection with this Lease or Tenant's operation of the Project (collectively, "**Taxes**"). In addition to Rent, Tenant shall pay, before they become delinquent, all such Taxes, provided that Tenant shall have the right in good faith, in a proper procedural manner and at Tenant's sole cost, to contest and resist any Taxes levied against or imposed upon the City Park or Project. Tenant shall defend and indemnify Landlord from any and all such Taxes incurred during the Term.

1.4.7 Utilities. In addition to Rent, Tenant shall arrange for and pay before they become delinquent all charges for utility services furnished to the City Park or Project, if any, including, but not limited to, electricity, gas, water, sewer, telephone, and trash collection charges. Landlord shall have no responsibility for the payment of these utility costs. Tenant shall defend and indemnify Landlord from all such charges incurred during the Term.

1.5 Tenant Taking City Park and Shuttle Boat "As-Is-Where-Is". Tenant acknowledges (a) Tenant entered into this Lease with the intention of making and relying upon its own investigation of the physical, structural, legal, and, subject to Section 1.6, environmental condition of the City Park and the Shuttle Boat and (b) that except as contained in Article 8, Landlord is not making and has not at any time made any representation or warranty of any kind or nature, either oral or written, directly or indirectly, expressed, implied, statutory or otherwise, with respect to the City Park or the Shuttle Boat. Based on Tenant's familiarity with the City Park and the Shuttle Boat, Tenant's due diligence relating to the City Park and the Shuttle Boat, and Tenant's experience and knowledge as to the market in which the City Park is situated and as to the investment in and operation of commercial real estate and boats, Tenant will take the City Park and the Shuttle Boat on the Effective Date (and, as to the City Park, on an ongoing basis during the Term) in their "**AS IS, WHERE IS, AND WITH ALL FAULTS**" condition, with existing improvements, and except as contained in Article 8, without any representation or warranty whatsoever. Except as contained in Article 8, Tenant fully assumes the risk that adverse latent or patent physical, structural, legal, or environmental conditions may not have been and will not be revealed by Tenant's investigations.

1.6 Environmental Conditions. Landlord has access to federal grant funding to conduct Phase I and Phase II environmental assessments on the City Park. Within thirty (30) days following the Effective Date, Landlord shall, to the extent of such funding, initiate a Phase I environmental assessment of the City Park ("**Phase I**") by a suitable, qualified, and experienced environmental engineer reasonably acceptable to Tenant. Landlord shall provide a copy of the Phase I to Tenant when complete. If, in the engineer's reasonable judgment, a Phase II environmental assessment ("**Phase II**") of any portion of the City Park is recommended, Landlord shall then, to the extent of its federal funding, also

obtain a Phase II on the portion of the City Park identified by the engineer as appropriate for Phase II analysis. Should the Phase II conclude that there are hazardous substances on any portion of the City Park in violation of applicable environmental laws, then Landlord may elect, in its sole and absolute discretion, and at its sole cost and expense, to remove, correct, and remedy any such condition or conditions (the “**Remedial Measures**”). If Landlord elects to conduct the Remedial Measures, Landlord shall provide Tenant with certification from an environmental abatement firm reasonably acceptable to Tenant that the Remedial Measures have been completed. If Landlord elects not to conduct the Remedial Measures or if the Remedial Measures are not completed prior to the deadline for Landlord’s approval of Tenant’s Plans as provided in Section 2.3 (the “**Remedial Completion Deadline**”), then, notwithstanding Section 1.5, Tenant may terminate this Lease by delivering written notice thereof to Landlord; provided, that no termination by Tenant shall be effective if Landlord has commenced the Remedial Measures before the Remedial Completion Deadline and is thereafter diligently pursuing them to completion.

ARTICLE 2

INITIAL CONSTRUCTION OF THE PROJECT

2.1 Rehabilitation of Existing Improvements. Tenant shall, at Tenant’s sole cost and expense, complete the rehabilitation of the Existing Improvements, including installing or repairing picnic tables, fire rings, and tent pads at each campsite, as needed, on or before the earlier of (a) June 30, 2019 or (b) ninety (90) days following the final approval by the City in its proprietary capacity of the Plans, defined below, if such final approval occurs later than June 30, 2019. The rehabilitation of the Existing Improvements shall include sufficient facilities for reasonable sanitation, such as bathrooms and trash receptacles. Tenant shall have the right to demolish any Existing Improvements (excluding the Docks) provided that Tenant develops and constructs equivalent or better improvements in their place, although not necessarily in the same location if (a) another location at the City Park is superior and (b) Landlord approves such change in writing, such approval not to be unreasonably withheld, conditioned, or delayed. Tenant will manage the construction and rehabilitation process with minimal effect on or effort by Landlord’s staff. Tenant will be responsible for all costs related to the Project other than as otherwise explicitly set forth herein.

2.2 River Street Parking.

2.2.1 Concurrently with the rehabilitation contemplated by Section 2.1, Tenant shall improve the public right-of-way along River Street near SH Marina’s River Street operations in order to provide eight (8) additional striped, paved parking spaces for customers of the Project using the Shuttle Boat or a replacement Shuttle Boat to access the City Park (the “**Parking**”). Prior to commencing construction of the Parking, Tenant will submit an estimated budget and plans and specifications for the construction of the Parking to Landlord, and Landlord must approve in writing, such approval not to be unreasonably withheld, conditioned, or delayed. The full costs of construction of the Parking will initially be paid for by Tenant, provided that Tenant may submit to Landlord a detailed invoice of the actual, out-of-pocket costs of the Parking construction and, after Landlord’s reasonable review and approval of such costs, Tenant shall be entitled to a Rent credit in the amount of fifty percent (50%) of the approved costs. The Rent credit will be applied by Landlord against the next Rent coming due under this Lease until the credit is exhausted.

2.2.2 If customer demand for the Project is such that, on average over a calendar month, eight (8) or more campsites are rented each weekend night, Landlord or Tenant may request a meeting with the principals of the other with decision-making authority to discuss any parking issues and potential solutions to such parking issues. Landlord and Tenant then agree to work in mutual good faith to implement solutions identified in such meeting to any parking issues related to the its operation of the Project, including, without limitation, the creation of additional dedicated public street-side parking and providing and/or leasing parking lots and spaces further away from SH Marina's River Street operations and providing a shuttle to such parking.

2.3 Permits, Licenses, and Plan Approvals. Tenant will provide complete, final plans and specifications for the construction of the Project and the Parking (the "**Plans**") and cost estimates for construction of the Parking for Landlord's review and written approval, which approval is required prior to Tenant commencing construction. Landlord's approval of the Plans shall not be unreasonably withheld, conditioned, or delayed. Such review will be conducted in Landlord's proprietary capacity, and Tenant acknowledges that such approval will not affect the review of Landlord's regulatory bodies in carrying out their responsibilities and that Landlord is specifically not obligating itself or any other agency with respect to any discretionary or regulatory action relating to the Project. Should Landlord (in its proprietary capacity) and all applicable city-level regulatory bodies not approve the Plans (including River Street Parking) within one hundred and eighty (180) days of their final, complete submission by Tenant, Tenant may, within ten (10) business days thereafter, terminate this Lease by delivering written notice thereof to Landlord. All building permits and other permits, licenses, permissions, consents, and approvals required to be obtained from governmental agencies or third parties in connection with construction of the Project, Parking, and any subsequent improvements, repairs, replacements, or renewals thereto shall be acquired as required by applicable laws, ordinances, or regulations by and at the sole cost and expense of Tenant. Tenant shall cause all work on the City Park, for the Project, and for the Parking to be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, rules, ordinances, orders, regulations, and requirements of any governmental body, agency, or other public authority having jurisdiction (collectively, "**Laws**").

2.4 Liens. Except as otherwise provided herein, Tenant has no right, authority, or power to bind Landlord or other assets or any interest of Landlord in the City Park for any claim for labor or material or for any other charge, expense, lien, or security interest incurred in connection with the development, construction, or operation of the City Park, Parking, or Project or any change, alteration, or addition thereto. Tenant agrees it will not permit any claim of lien made by any contractor, subcontractor, mechanic, materialman, laborer, or other similar liens to stand against Landlord's fee simple interest in the City Park or Parking for work or materials furnished to Tenant in connection with any construction, improvements, maintenance, or repair thereof made by Tenant or its agents. Tenant shall cause any such claim or lien to be fully discharged within sixty (60) days after the date of filing thereof; provided, however, that if Tenant, in good faith, disputes the validity or amount of any such claim of lien and if Tenant gives to Landlord such security as Landlord may reasonably require to ensure payment thereof and prevent any sale, foreclosure, or forfeiture of the City Park or any portion thereof by reason of such nonpayment, Tenant shall not be deemed to be in breach of this Section 2.4, as long as Tenant is diligently pursuing a resolution of such dispute. Upon entry of final judgment or decision resolving the dispute if litigation or arbitration results therefrom, Tenant shall discharge said lien within thirty (30) days or the day before a foreclosure sale whichever is earlier.

ARTICLE 3

MAINTENANCE AND OPERATIONS

3.1 Maintenance and Operation. In connection with the Project, including the City Park, the Shuttle Boat, the Docks, and all appurtenances to any of the foregoing, Tenant shall, at Tenant's sole cost and expense except as otherwise specifically provided herein:

3.1.1 Operate in compliance with and adopt rules for use of the Project which are substantially the same as the "State Park Rules," as defined in Oregon Administrative Rule 736-010-0015 or a successor law;

3.1.2 Comply, as applicable, with all MAP program rules, policies, and procedures;

3.1.3 Except for as otherwise provided by Section 4.1 below, keep and maintain the Project in good and safe order, condition, and repair, including being responsible for any repairs and replacements (whether structural or nonstructural, and whether ordinary or extraordinary) necessary to maintain the Project in good and safe order, condition, and repair and fully in compliance with all Laws, and including the removal of any trash or debris left by customers and the provision of sufficient facilities for reasonable sanitation, such as bathrooms and trash receptacles;

3.1.4 Conform to all Laws affecting the Project and promptly correct any failure of compliance. Without limiting the generality of the foregoing, Tenant shall comply with the Americans with Disabilities Act as it applies to the Project and the Occupational Safety and Health Administration (OSHA) as applicable to the Project and to Tenant's employees;

3.1.5 Refrain from any activity that would be unreasonably offensive to Landlord or that would tend to create a nuisance or damage the reputation of the City Park, Project, or Landlord;

3.1.6 Manage the Project with minimal effect on or effort by Landlord's staff;

3.1.7 Not generate, release, store, or deposit on Sand Island or in the surrounding waters any environmentally hazardous or toxic substances, materials, wastes, pollutants, oils, or contaminants, as defined or regulated by any Law (collectively, "Hazardous Substances"). On a continuous basis during the Term, Tenant shall take all actions necessary to eliminate, remove, remediate, or otherwise clean up any Hazardous Substances not existing at the City Park as of the Effective Date and not thereafter caused by Landlord. Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims, losses, damages, response costs, and expenses of any nature whatsoever (including without limitation attorneys', experts', and paralegals' fees) arising out of or in any way related to the generation, release, storage, or deposit of Hazardous Substances on the City Park by Tenant or any other person or entity other than Landlord during the Term, which indemnity shall survive the expiration or earlier termination of this Lease; and

3.1.8 Comply with the requirements of any agreements and requirements of record on the City Park. To the actual knowledge of Landlord, there are no such agreements or requirements of record that have not been disclosed in writing to Tenant. However, it is the responsibility of Tenant, in accordance with Section 1.5, to review the status of title to the City Park and all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, agreements, requirements, and all other matters of record affecting the City Park. Tenant may in its sole discretion,

before the earlier of Tenant's submission of the Plans in accordance with Section 2.3 or thirty (30) days after the Effective Date (the "**Title Review Period**"), object in writing to any such matter of record affecting the City Park (a "**Title Objection Notice**"). If no Title Objection Notice is given during the Title Review Period, Tenant shall be deemed to have approved all such matters of record affecting the City Park. If Tenant gives Landlord a Title Objection Notice during the Title Review Period, Landlord may, but shall not be obligated to, at its cost, cure, remove, or insure around all the objected to matter(s) of record ("**Non-Permitted Encumbrances**"). Landlord shall give Tenant written notice of its intent to cure, remove, or insure around Non-Permitted Encumbrances within ten (10) Business Days after the Title Review Period expires. If Landlord does not elect to cause all of the Non-Permitted Encumbrances to be removed, cured, or insured around, then Tenant may either (a) terminate this Agreement by delivering notice to Landlord within ten (10) Business Days after Landlord's notice of its intent; or (b) proceed with the lease of the City Park subject to the Non-Permitted Encumbrances.

3.2 Continuous Operations Period and Onsite Host. Tenant shall keep the Project open for business seven (7) days a week during the summer period from the beginning of Memorial Day weekend to the end of Labor Day weekend (the "**Summer**"). Any failure to operate by Tenant shall be excused to the extent that the use of the City Park is interrupted or prevented by causes beyond Tenant's reasonable control; provided, however, that Tenant's financial condition, poor market demand for the Project, and other economic factors shall not excuse Tenant's obligation to continuously operate during the Summer as required under this section. During the Summer, Tenant will employ an on-site host (a "**Host**") to live in the City Park and provide information and assistance to customers, manage reservations of campsites, prepare campsites for customers between uses, respond to urgent maintenance needs, monitor and provide security at the City Park, and enforce the State Park Rules. Tenant may, but is not obligated to, operate the Project and provide a Host during periods other than the Summer period.

3.3 Customer Rental Rates. Tenant will charge at least thirty dollars (\$30) per night for the rental of a campsite in the Project, which fee shall include one round-trip transportation on the Shuttle Boat (or replacement Shuttle Boat) for up to four (4) people.

ARTICLE 4 DOCKS AND SHUTTLE BOAT

4.1 Maintenance of Docks and Use of MAP Funds. Notwithstanding anything to the contrary in this Lease, Landlord shall be responsible for the maintenance and repair of the Docks. Landlord shall be responsible for making the Maintenance Assistance Program ("**MAP**") application and entering into the agreements required by Oregon Administrative Rule 250-014-0004 or any successor law. Landlord shall make the MAP applications and enter into the required agreements if and as they are available to Landlord during the Term. If, in any year of the Term, Landlord receives any MAP funds associated with Existing Improvements, other than the Docks, which Tenant is obligated to maintain pursuant to this Lease, such as the restrooms (such portion of MAP funds actually received, the "**Tenant MAP Funds**"), then Tenant shall be entitled to a Rent credit in the amount of the Tenant MAP Funds. The Rent credit will be applied by Landlord against the next Rent coming due under this Lease until the credit is exhausted.

4.2 Operation of Docks. During the Term, Tenant shall be responsible, at its sole expense, for operating the Docks in accordance with (a) ~~Section~~[Article 3](#) and other relevant provisions of this Lease, and (b) Chapter 8.28 of the St. Helens Municipal Code, or any successor law.

4.3 Shuttle Boat.

4.3.1 Transfer of Shuttle Boat. Landlord will provide Tenant with access to the Shuttle Boat's current storage location (the "**City Boat Storage**") upon reasonable advance notice, to be provided by Tenant within the first year of the Term, that Tenant is prepared to remove the Shuttle Boat from the City Boat Storage. Upon removal from City Boat Storage, title to the Shuttle Boat shall vest in Tenant. Landlord will be deemed to have delivered the Shuttle Boat, and Tenant will be deemed to have accepted the Shuttle Boat and be satisfied with the condition thereof as and when the Shuttle Boat is removed from the City Boat Storage. As further provided in [Section 1.5](#), the Shuttle Boat is transferred to Tenant "AS-IS" and Landlord shall not be deemed to have may any representation or warranty, express or implied, as to the Shuttle Boat.

4.3.2 Operation, Maintenance, and Storage of Shuttle Boat. Thereafter, Tenant, at Tenant's sole expense, will ensure the proper operation, maintenance, and storage of the Shuttle Boat, or any replacement Shuttle Boat that Tenant may obtain for use in the Project, at Tenant's sole expense (all references in this Lease to the Shuttle Boat include a reference to such replacement Shuttle Boat, except references related to the initial transfer from Landlord to Tenant) including: (a) licensing of the Shuttle Boat and any operators and the payment of taxes and fees; (b) carrying commercially reasonable insurance for the operation of a shuttle boat; (c) servicing, repair, inspection, or replacements of all or any part of the Shuttle Boat in accordance with the manufacturer's recommended procedures, and by properly trained, licensed, and certificated maintenance sources and maintenance personnel so as to keep the Shuttle Boat, each engine and every component and system of each in good operating condition, ordinary wear and tear excepted; (d) maintaining all records, logs, and other materials in accordance with Law; (e) operating in accordance with all maintenance manuals and any subsequent amendments or supplements to such manuals issued by the manufacturer from time to time; (f) locating and retaining, either through direct employment or contracting with an independent contractor, duly-qualified operators of the Shuttle Boat; and (g) both long- and short-term secure storage in locations selected by Tenant (not at the City Boat Storage). Tenant shall, at Tenant's sole cost and expense, replace or have repaired parts, instruments, appurtenances, accessories, furnishings, and other equipment or components of the Shuttle Boat that may have become worn out, lost, stolen, destroyed, damaged, or otherwise rendered unfit for use for any reason whatsoever. After delivery, Tenant shall have complete and absolute ownership and operational control of the Shuttle Boat and shall maintain possession, command, and control of the Shuttle Boat (as determined by the Internal Revenue Service).

4.3.3 Tenant shall operate the Shuttle Boat at all times in accordance with all applicable US Coast Guard regulations and all other applicable Laws.

4.4 Legal Title to the Shuttle Boat. Legal title to the Shuttle Boat shall transfer to Tenant upon removal from the City Boat Storage. Within a reasonable time promptly after removal from the City Boat Storage, Tenant shall, at Tenant's sole cost, register and title the Shuttle Boat in Tenant's name.

4.5 Shuttle Schedule; Agreements with SH Marina. Tenant will operate the Shuttle Boat to provide transportation to customers of Tenant's operations at the City Park on a regular, established schedule (the "**Shuttle Schedule**"). In advance of operating under a particular Shuttle Schedule, Tenant will provide Landlord with the proposed Shuttle Schedule, or any changes to an existing Shuttle Schedule, for Landlord's review and written approval prior to commencement of operations under such Shuttle Schedule. Landlord's approval will not be unreasonably withheld, conditioned, or delayed if the proposed Shuttle Schedule is based on actual demand for the shuttle services related to the Project. Tenant will enter into reasonable agreements with SH Marina to use the docks and other facilities at SH Marina for the loading, parking, queuing, and other rights needed for the Shuttle Boat operations. Tenant will provide copies of such agreements with SH Marina to Landlord prior to commencing operation of the Shuttle Boat transportation to Sand Island.

ARTICLE 5 INSURANCE

5.1 Tenant's Insurance. During the Term, Tenant shall keep and maintain in force, at no cost or expense to Landlord, the following insurance, all of which shall be provided by companies licensed to do business in the State of Oregon with a financial rating of at least an A-XIII status as rated in the most recent edition of Best's Insurance Reports:

5.1.1 City Park Insurance. "All risk" insurance covering all risks of physical loss or damage to the City Park or Project, with liability limits of not less than one hundred percent (100%) of the "full replacement cost" thereof. Such policies shall be broad form and shall include, but shall not be limited to, coverage for fire, extended coverage, vandalism, malicious mischief, and storm. Landlord shall be named as loss payee on such policies.

5.1.2 Commercial Liability Insurance. General commercial liability and automobile liability insurance, including contractual liability coverage, covering loss or damage resulting from accidents or occurrences on or about or in connection with the City Park, Shuttle Boat, Project, or any work, matters, or things under, or in connection with, or related to this Lease, with personal injury, death, and property damage combined single limit liability of not less than three million dollars (\$3,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for all claims, on an occurrence basis, which limit shall be increased as necessary to maintain a similar level of coverage provided on the Effective Date. Coverage under any such policy shall be broad form and shall include, but shall not be limited to, operations, contractual, owner's, and contractor's protective, products, and completed operations, the use of all owned, non-owned, and hired vehicles, and the use and operation of the Shuttle Boat. Contractual liability coverage must be provided in an amount sufficient to insure Tenant's indemnification obligations under this Lease. General commercial liability insurance shall name Landlord as an additional insured. If engaged in the sale or distribution of alcoholic beverages, Tenant shall carry liquor liability insurance in a form and in such amounts as are reasonably satisfactory to Landlord.

5.1.3 Worker's Compensation. Adequate workers' compensation insurance coverage for all persons employed at the City Park or in connection with the Project with a waiver of subrogation endorsement in favor of Landlord. Workers' compensation insurance must be in accordance with the requirements of all applicable Laws including ORS 656.017, and should have a limit liability of not less than one million dollars (\$1,000,000).

5.1.4 Business Interruption. Business interruption and/or loss of rental income insurance on an actual loss sustained basis for a period of at least twelve (12) months for an amount equal to the Project's total projected gross rental income or other business income. Such rental income or business income coverage shall also include an endorsement providing three hundred sixty-five (365) days extended period of indemnity, if reasonably available.

5.1.5 Other Insurance. To the extent available in Oregon, Tenant shall maintain such other insurance of such kinds, and in such amounts, as reasonably may be required from time to time by Landlord in writing during the Term, if such additional insurance is generally consistent, in the reasonable exercise of Landlord's discretion, with the insurance required by real estate owners in the State of Oregon.

5.2 General Requirements. All policies described in Section 5.1 shall contain: (a) the agreement of the insurer to give Landlord at least ten (10) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material adverse change in said policies; (b) an agreement that such policies (other than Worker's Compensation) are primary and non-contributing with any insurance that may be carried by Tenant or Landlord; (c) a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (d) a waiver by the insurer of all rights of subrogation against Landlord and its authorized parties in connection with any loss or damage thereby insured against. All policies under described in Section 5.1 must contain such endorsements and deductibles as reasonably may be requested by Landlord and the exclusions must be limited to those approved by Landlord, such approval not to be unreasonably withheld, conditioned, or delayed.

5.3 Evidence of Insurance. On or before the Effective Date, and again on renewal of the policy not less than twenty (20) days before expiration of the term of the policy, Tenant will provide Landlord with certificates of insurance evidencing all insurance required to be maintained by Tenant under this ARTICLE 5. Additionally, Tenant shall provide Landlord with certificates of insurance, copies of any policies, and evidence of payment of premiums at any time upon the request of Landlord.

5.4 Increases in Insurance. Landlord may from time to time, but not more frequently than once every five (5) years, require that the amount of insurance to be maintained by Tenant be increased so that the amount adequately protects Landlord's interest based on amounts of coverage required of comparable tenants in Oregon.

ARTICLE 6 EXPANSIONS AND DSL UPLANDS

6.1 Expansions at City Park. If the customer demand for the Project exceeds the available facilities (the Existing Improvements, as rehabilitated and maintained in accordance with Article 2 and 3), then Tenant can submit a written request to Landlord to consent to the expansion of the available facilities, including the number of campsites (an "Expansion"), which consent shall not be unreasonably withheld, conditioned, or delayed. Each additional campsite will be accompanied by the construction by Tenant of an additional parking spot (in conformance with the requirements for Parking in Section 2.2, except that such additional parking spots shall be constructed within one (1) mile of SH Marina property) reserved for customers taking the Shuttle Boat. The Expansion proposal shall include sufficient facilities for reasonable sanitation, such as bathrooms and trash receptacles. Such Expansion

written request shall include: (a) evidence of the customer demand for the Project necessitating the Expansion, (b) preliminary drawings of the location and size of any Expansion facilities, and (c) the proposed location and design of one (1) additional parking spot per each additional campsite proposed with the Expansion. Landlord will respond within a reasonable time either approving, denying, or requesting modifications to the Expansion request. Tenant may submit a new Expansion written request if the initial written request was denied or modifications were requested. Once a preliminary Expansion request is approved by Landlord, Tenant will proceed to complete design of the Expansion. Tenant will provide complete, final plans and specifications for the construction of the Expansion for Landlord's review and written approval prior to commencement of construction. All such reviews will be conducted in Landlord's proprietary capacity, and Tenant acknowledges that such approval will not affect the review of Landlord's regulatory bodies in carrying out their responsibilities and that Landlord is specifically not obligating itself or any other agency with respect to any discretionary or regulatory action relating to the Expansion. All building permits and other permits, licenses, permissions, consents, and approvals required to be obtained from governmental agencies or third parties in connection with construction of the Expansion, and any subsequent improvements, repairs, replacements, or renewals thereto, shall be acquired as required by applicable Laws and at the sole cost and expense of Tenant. Tenant shall cause all work on the Expansion to be performed in a good and workmanlike manner and in accordance with all applicable Laws. Once approved, the Expansion shall be deemed to be part of the Project for all purposes under this Lease.

6.2 DSL Uplands. Landlord anticipates applying for a special use authorization with DSL and entering into a lease or license with DSL to use the DSL Uplands (a "**DSL Agreement**"). The effectiveness of this Lease is not conditioned upon Landlord entering into a DSL Agreement and Landlord may never enter into a DSL Agreement. If Landlord enters into a DSL Agreement which allows subleasing or sublicensing, Landlord shall, within a reasonable time thereafter, offer in writing (the "**DSL Offer**") to enter into a sublease, sublicense, or other appropriate agreement providing for Tenant's use of the DSL Uplands as part of the Project substantially on the same terms of this Lease (regardless of form, a "**DSL Sublease**"). Tenant may, in its sole discretion, accept or reject the DSL Offer by delivering written notice to Landlord within fourteen (14) business days of the date of the DSL Offer. Any Tenant improvement or rehabilitation of the DSL Uplands, including additional campsites and associated parking, will be treated as an Expansion under Section 6.1 of this Lease. The DSL Sublease will provide that Tenant must operate the DSL Uplands in accordance with all of the rules, regulations, and obligations imposed by this Lease on the operation of the Project on the City Park, and in accordance with any additional rules, regulations, or obligations set forth in the DSL Sublease or DSL Agreement.

ARTICLE 7 ESTOPPEL CERTIFICATES

Landlord and Tenant agree that at any time and from time to time upon not less than ten (10) business days' prior written notice by the other party, Landlord or Tenant will execute, acknowledge, and deliver to the other party a statement in writing certifying that: (a) this Lease is unmodified and in full force and effect if such be the case or, if not, the extent to which this Lease has been modified; (b) the date through which the Rent has been paid; and (c) that, to the actual knowledge of the certifier (if such be the case), there is no default, set-off, defense, or other claim against Landlord or Tenant, as applicable, other than those, if any, so specified under the provisions of this Lease or such statement. It is intended that any such statement may be relied upon by any persons proposing to acquire the interest of Landlord or Tenant in this Lease or provide any financing to either party, as the case may be.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of Landlord. As an inducement to Tenant to enter into and proceed under this Lease, Landlord warrants and represents to Tenant, as follows, which warranties, representations, and covenants are true and correct as of the Effective Date, to the actual knowledge of Landlord:

8.1.1 The execution and delivery of this Lease and the performance of all of Landlord's obligations under this Lease have been or will be duly authorized by all necessary agency or other action, and the consummation of any such transactions with or on behalf of Landlord will not constitute a breach or violation of, or a default under, the charter, bylaws or other governing documents of Landlord or any agreement by which Landlord or the City Park is bound, nor constitute a violation of any Law, administrative regulation, or court decree;

8.1.2 Landlord has received no written notice and has no knowledge, nor has Landlord been otherwise advised, of any pending or threatened taking relating to all or any part of the City Park;

8.1.3 Except as disclosed to Tenant in writing prior to the Effective Date, the City Park has not been used for any activities that, directly or indirectly, involve the use of any Hazardous Substances in violation of applicable Law. Landlord has not received any notice, written or oral, of (i) any violation of any applicable Law relating to environmental or health matters on or about the City Park; (ii) any allegation that, if true, would contradict any statement contained in this Lease; or (iii) the existence of any writ, injunction, decree, order, judgment, lawsuit, claim, proceeding or investigation, pending or threatened, relating to the use, maintenance, or operation of the City Park (nor is Landlord aware of a basis for any such notice under (i), (ii), or (iii) above); and

8.1.4 Landlord holds fee title to the City Park.

The "actual knowledge of Landlord" means the actual, objective knowledge on the Effective Date, attributable to the Planning Department of Landlord.

8.2 Representations, Warranties and Covenants of Tenant. As an inducement to Landlord to enter into and to proceed under this Lease, Tenant warrants and represents to Landlord, as follows, which warranties, representations, and covenants are true and correct as of the Effective Date:

8.2.1 Tenant is duly organized or registered, as applicable, and validly existing and in good standing in the jurisdiction of its formation, and is duly registered to do business in every jurisdiction where such registration is necessary;

8.2.2 Tenant has taken all requisite limited liability company or other action to approve the execution, delivery, and performance of this Lease;

8.2.3 Each individual executing this Lease is authorized to execute and deliver this Lease on behalf of Tenant and this Lease constitutes a binding obligation of Tenant;

8.2.4 Tenant has the right, power, and authority to enter into this Lease and the right, power, and authority to comply with the terms, obligations, provisions, and conditions contained in this Lease; and

8.2.5 The execution and delivery of this Lease by Tenant into this Lease and the performance of all of the terms, provisions, and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any or Tenant's organizational documents, or any other agreements to which Tenant is a party or by which it is bound, nor constitute a violation of any Law, administrative regulation, or court decree.

ARTICLE 9 EMINENT DOMAIN

9.1 Total Condemnation. If the whole of the City Park (or such portion of the City Park as renders it infeasible, in Tenant's reasonable discretion, for Tenant to continue to operate and maintain the Project), shall be appropriated or condemned under power of eminent domain during the Term, Tenant reserves unto itself the right to prosecute its claim for an award for damages for the termination of this Lease caused by such appropriation or taking, together with damages based on the value of Tenant's Project on the City Park and damages Tenant may sustain caused by such appropriation and taking of, or the injury to, Tenant's leasehold interest. Landlord shall be entitled to prosecute its claim for the fee interest in the City Park, subject to this Lease and damages Landlord may sustain caused by such appropriation and taking of, or the injury to, Landlord's fee interest. In such event, this Lease shall terminate when Tenant can no longer use the City Park in the manner herein intended, as determined by Landlord in its reasonable discretion, or when possession thereof shall be required by the appropriating or condemning authority, whichever shall first occur; but such termination of this Lease shall not preclude nor restrict Tenant's right to an award as herein before provided.

9.2 Partial Condemnation. If a part of the City Park shall be taken or condemned under circumstances where Tenant can continue to use the City Park in the manner herein intended, as determined by Landlord in its reasonable discretion, this Lease shall continue in full force and effect and shall terminate only as to that part of the City Park so taken. In that event, Tenant shall, at its own cost and expense, make all repairs to the Project affected by such taking or condemnation to the extent necessary to restore the same to a complete, operating Project. Compensation available or paid to Landlord or Tenant upon such a partial taking or condemnation shall be paid to Tenant to the extent that such compensation is attributable the taking of Tenant's leasehold interest, including the improvements thereon, and the remainder shall be paid to Landlord.

9.3 Temporary Taking. If there shall be a temporary taking (any taking existing for one (1) year or less) with respect to all or any part of the City Park or of Tenant's interest in this Lease, then the Term shall not be reduced and Tenant shall continue to pay in full all Rent and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Tenant shall not be required to perform such obligations that Tenant is prevented from performing by reason of such temporary taking.

ARTICLE 10 DAMAGE OR DESTRUCTION

10.1 Damage or Destruction to Leased City Park. Tenant shall give prompt written notice to Landlord after the occurrence of any fire, earthquake, act of God, or other casualty to or in connection with the City Park, the Project, or any portion thereof (a "**Casualty**"). Subject to Section 10.2, if during the Term any aspect of the Project shall be damaged or destroyed by Casualty, Tenant shall promptly and with all due diligence, apply for and collect all applicable insurance proceeds recoverable with respect to such Casualty and fully repair or restore the Project.

10.2 Right to Terminate. If Tenant shall reasonably determine, by notice to Landlord given within thirty (30) days after receipt by Tenant of any such insurance proceeds, that it is not economically practical to restore the Project (other than the Shuttle Boat) to substantially the same condition in which they existed prior to the occurrence of such Casualty, then Tenant may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice. Tenant shall remit all insurance proceeds to Landlord which are attributable to the Existing Improvements and Tenant shall retain all insurance proceeds attributable to the Tenant Improvements.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Default by Tenant. Each of the following is a material default and breach of this Lease by Tenant (a "**Tenant Default**"):

11.1.1 Failure to make any required Rent or any other payment as and when due, if the failure continues for a period of ten (10) days after written notice from Landlord to Tenant.

11.1.2 Failure to materially comply with any of the covenants or provisions of this Lease, other than those described in Section 11.1.1, if the failure continues for a period of thirty (30) days after written notice from Landlord to Tenant. If the nature of Tenant's default reasonably requires more than thirty (30) days for its cure, Tenant will not be in default if it commences to cure within the thirty- (30-) day period and thereafter diligently pursues its completion.

11.1.3 Failure of any of Tenant's representations or warranties to be true in all material respects as of the Effective Date and on an ongoing basis throughout the Term.

11.2 Remedies Upon Default by Tenant. Upon any Tenant Default, Landlord may, ~~subject in all respects to the provisions of this Lease with respect to Landlord's rights to cure defaults by Tenant, and subject further to the provisions of Section 4,~~ do any or all of the following:

11.2.1 Upon ninety (90) day's written notice to Tenant, terminate Tenant's right to possession of the City Park, and this Lease shall terminate on the date specified in the notice. Landlord may re-enter and take possession of and remove, at Tenant's cost and expense, all persons or property and Tenant shall immediately surrender possession of the City Park to Landlord.

11.2.2 Maintain Tenant's right to possession, and this Lease shall continue in force whether or not Tenant has abandoned the City Park. Landlord shall be entitled to enforce all of its rights and remedies under this Lease including the right to recover Rent as it becomes due.

11.2.3 Pursue any other remedy available to Landlord under law or equity.

These remedies are not exclusive. This Section 11.2 shall survive the termination of this Lease.

11.3 Default by Landlord. Landlord shall be in default of this Lease if Landlord fails to perform any material provision of this Lease it is obligated to perform, or if any of Landlord's representations or warranties were untrue in any material respect as of the Effective Date, and if the failure to perform is not cured within sixty (60) business days after written notice of the default has been given to Landlord by Tenant. If the default cannot reasonably be cured within sixty (60) business days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within such sixty- (60-) business day period and thereafter diligently pursues its completion.

11.4 Remedies Upon Default by Landlord. Tenant may, upon Landlord's default, and after written notice and opportunity to cure under Section 11.3, pursue any remedy available to Tenant under law or equity, subject to the Oregon Tort Claims Act, the Oregon Constitution, all other applicable Law, and to the limitations set forth elsewhere in this Lease.

**ARTICLE 12
QUIET ENJOYMENT AND POSSESSION**

12.1 Quiet Enjoyment. Landlord covenants and warrants that Tenant, upon payment of all sums herein provided and upon performance and observance of all covenants herein contained, shall peaceably and quietly have, hold, occupy, use, and enjoy, and shall have the full, exclusive, and unrestricted use and enjoyment of, all of the City Park during the Term subject only to the provisions of this Lease and all applicable Laws.

12.2 Inspection. Landlord and Landlord's employees, agents, representatives, and contractors shall have the right to enter the City Park at any time for the purpose of inspecting the condition of the City Park, for verifying compliance by Tenant with this Lease, and for any other reasonable purpose as Landlord may deem necessary or desirable. In the event of an emergency, Landlord, and Landlord's employees, agents, representatives, and contractors, shall have the right but not the obligation to enter at any time and may perform any action related to safety, protection, or preservation of the City Park.

**ARTICLE 13
VACATION OF LEASED CITY PARK**

Tenant covenants that upon any termination of this Lease, whether by expiration of the Term or because of any of the conditions or provisions contained herein, Tenant will peaceably and quietly yield and surrender possession of the City Park and Project to Landlord. Upon such termination, Tenant agrees that Landlord will be the sole owner of the Project, including the Tenant Improvements. An action of forcible detainer shall lie if Tenant holds over after a demand for possession is made by Landlord.

**ARTICLE 14
RESERVED**

**ARTICLE 15
TRANSFERS**

Tenant shall have no right to transfer any legal or beneficial interest in Tenant's estate hereunder or to assign this Lease without Landlord's prior written consent, which shall be given in Landlord's sole and absolute discretion. Upon the granting of any written consent by Landlord with respect to a transfer by Tenant, the assignee(s) or transferee(s) shall agree to be bound by this Lease.

**ARTICLE 16
GENERAL INDEMNIFICATION**

Notwithstanding any other provision of this Lease, Tenant hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Landlord), Landlord, its officers, commissioners, directors, affiliates, agents, and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorney fees and expenses) arising directly or indirectly out of the acts or omissions of Tenant, its officers, commissioners, directors, affiliates, agents, or employees on or related to the City Park, the Shuttle Boat, or this Lease or the construction or operation of the Project, except to the extent caused by Landlord's gross negligence, bad faith, or intentional misconduct.

**ARTICLE 17
RESERVED**

**ARTICLE 18
MISCELLANEOUS PROVISIONS**

18.1 Entire Agreement, Modifications. This Lease supersedes all prior discussions and agreements between the parties with respect to the City Park, Shuttle Boat, and Project. This Lease contains the sole and entire understanding between the parties with respect to the City Park, Shuttle Boat, and Project, and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Lease. This Lease shall not be modified or amended in any respect, except by written instrument specifically referencing such a modification or amendment which is executed by or on behalf of the parties in the same manner as this Lease is executed.

18.2 Governing Law and Choice of Venue. This Lease, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the state of Oregon. Any legal action to enforce the terms of this Lease shall be brought in Columbia County, Oregon. The prevailing or non-defaulting party in such action shall be entitled to its attorney fees and costs at the trial court and upon appeal.

18.3 Binding Effect. This Lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors and permitted assigns.

18.4 Severability. If any provision or portion of this Lease is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof, except to the extent the rights and obligations of the parties have been materially altered by such unenforceability.

18.5 Further Assurances. From and after the Effective Date, Landlord and Tenant, at the request of the other party, shall make, execute and deliver or obtain and deliver all such affidavits, deeds, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things that either party may reasonably require to effectuate the provisions and the intention of this Lease.

18.6 Captions. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely to facilitating convenient reference to this Lease, shall not supplement, limit or otherwise vary the text of this Lease in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to articles, sections, subsections, paragraphs, and subparagraphs by number refer to the text of such items as so numbered in this Lease.

18.7 Interpretation of Lease. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise. If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). All references to section or subsections shall be deemed to refer to the appropriate section or subsection of this Lease. Unless otherwise specified in this Lease, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this Lease as a whole, and not to any particular section or subsection hereof. A reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation," as applicable. The word "shall" means mandatory and imperative.

18.8 Calculation of Time Periods. Wherever used in this Lease, "business day", whether capitalized or not, means any day other than a Saturday, Sunday, or any other day on which national banks in Portland, Oregon, are not open for business. If a period of time is specified from a given day, or from the day of an act or event, it shall be calculated exclusive of that day. Wherever this Lease refers to a number of days, such number shall refer to calendar days unless business days are specified. If any period of time specified in this Lease ends on a day other than a business day, such period shall be extended to the next following business day.

18.9 Exhibits. Each exhibit referred to or otherwise mentioned in this Lease is attached to this Lease and is and shall be construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to and other-wise mentioned.

18.10 Rights Cumulative. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

18.11 Notices. All, notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be sent, with all applicable postage and delivery charges prepaid, by: (a) certified mail, return receipt requested; (b) Federal Express, or another recognized, reputable overnight courier service; (c) hand delivery by a recognized, reputable courier; or (d) electronic mail if simultaneously sent by another means allowed hereunder, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt or refusal of delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder. Legal counsel for the respective Parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

To Landlord: City of St. Helens
Attn: City Administrator
P.O. Box 278
St. Helens, OR 97051
Email: jwalsh@ci.st-helens.or.us

With a copy to: Radler White Parks & Alexander
Attn: Dina Alexander
111 SW Columbia Street, Suite 1100
Portland, Oregon 97201
Email: dalexander@radlerwhite.com

To Tenant: [Sand Island Campsites, LLC]
Attn: Brad Hendrickson, Manager
134 N. River Street
St. Helens, Oregon 97051

With a Copy to: Mark A. Gordon, P.C.
Attn: Mark A. Gordon
1677 St. Helens Street
St. Helens, Oregon 97051
Email: mark@markgordonpc.com

18.12 Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement. Delivery of a copy or counterpart to this Lease bearing an original signature by PDF transmission or by electronic mail shall have the same effect as physical delivery of the paper document bearing the original signature.

18.13 Time of Essence. Time is and shall be of the essence in this Lease.

18.14 Recording of Lease. Upon the written request of Tenant, Landlord shall execute and record a memorandum of this Lease in a form approved in writing by Tenant, at Tenant's sole expense.

18.15 No Third-Party Beneficiaries. Except to the extent expressly provided in this Lease, this Lease is not intended to confer upon any person other than the parties to this Lease, and their successor and assigns, any rights or remedies under this Lease.

18.16 Landlord Acting in Proprietary Capacity. The parties recognize that Landlord must retain its regulatory powers and that Landlord's regulatory bodies, in carrying out their responsibilities, should do so independently without influence by other Landlord officials or employees. This Lease does not restrict the Landlord's staff from performing their usual regulatory review, comment, and advisory functions. Nothing in this Lease shall be construed to limit or affect Landlord's exercise of its police powers. By entering into this Lease, Landlord is specifically not obligating itself or any other agency with respect to any discretionary or regulatory action relating to development or operation of the Project, including, but not limited to, rezoning, variances, environmental clearances, regulatory plan reviews, code compliance, or any other governmental agency approvals or regulatory actions which are or may be required or authorized. When reasonably feasible to do so, Landlord will work in good faith to facilitate the cooperation of, and coordination among, Landlord's staff. [Landlord has concluded that the St. Helens public contracting code \(Chapter 2.04\) and the Oregon Public Contracting Code do not apply to this Lease because it is a contract for the disposal of an interest in real property under St. Helens Municipal Code Section 2.04.050\(4\).](#) This Section ~~18.17~~18.16 shall survive the termination of this Lease.

(Signatures on following pages.)

IN WITNESS WHEREOF, this Lease is made and entered into in multiple original counterparts with the intent it be effective as of the Effective Date notwithstanding the date of execution and delivery.

"LANDLORD"

CITY OF ST. HELENS, an Oregon municipal corporation

By: _____
Name: Rick Scholl
Title: Mayor

By: _____
Name: John Walsh
Title: City Administrator

[\[Signatures continue on next page\]](#)

"TENANT"

[SAND ISLAND CAMPSITES, LLC,]
an Oregon limited liability company

By: _____
Name: Brad Hendrickson
Title: Manager

Document comparison by Workshare 10.0 on Wednesday, March 20, 2019
8:40:30 AM

Input:	
Document 1 ID	worldox:///00837245.docx/9
Description	Ground Lease between the City of St. Helens and St. Helens Marina for Sand Island Camping
Document 2 ID	worldox:///00837245.docx/11
Description	Ground Lease by the City of St. Helens for Sand Island Camping
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	51
Deletions	39
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	90

City of St. Helens
Library Board
Minutes from Monday, February 11, 2019
St. Helens Public Library

Members Present

Becky Bean
Patrick Birkle
Heather Anderson-Bibler
Mary Ellen Funderburg, Past Chair
Amanda Heynemann, Chair

Members Absent

Lisa Beardslee
Melisa Gaelrun-Maggi

Guests

Councilors in Attendance

Staff Present

Margaret Jeffries, Library Director
Dan Dieter, Library Board Secretary



CALL MEETING TO ORDER: The meeting was called to order at 7:24pm by Vice Chair Heynemann. Due to the recent resignation of Chair Murray, Vice Chair Heynemann is now the Chair of the Library Board.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: N/A

PREVIOUS MEETING MINUTES: Minutes were reviewed. Corrections were suggested and minutes were approved with those corrections.

CONFIRM CITY CODE OF ETHICS DOCUMENTS SUBMITTED: All members present reported that they had submitted their acknowledgement of having read the new Code of Ethics.

REVIEW OF MUNICIPAL CODE AND LIBRARY BY-LAWS: Director Jeffries stated that the current By-Laws need to be updated to reflect current practices. This update must coincide with a concurrent update to Municipal Code Chapter 2.28, as the two documents work together to describe how the Library Board conducts its business. An earlier attempt to update the By-Laws was unsuccessful because it did not address any similar changes in the Municipal Code. It is likely that the Municipal Code needs to be addressed first.

The group discussed to formation of a sub-committee to review the By-Laws and the Municipal Code and submit changes to the Board for approval. Any approved recommendations from the Board would then be presented to the City Council for approval.

UPDATES FROM WORKING GROUPS:

ACCESS: No report available.

COMMUNICATIONS: No report available.

COMMUNITY PARTNERS: Member Anderson-Bibler reported that contact had been made with Riverside Training group and that Riverside was aware of about 30 participants in their programs could use weekly training in adult literacy. The group discussed the social issues presented by coming to training of this kind. Contact had also been made with WorkSource Oregon and they might have some capacity for training but there are transportation issues. Member Funderburg asked who would do the work. The group discussed that idea of training volunteers through a Portland Community College (PCC) program to be instructors. Member Bean asked about working with people who are trying to get a diploma. Director Jeffries stated that WorkSource Oregon has a General Education Development (G.E.D.) testing program, and Member Anderson-Bibler stated that this might be better for youth participants instead of adults.

Member Funderburg asked about English as a second language as a possible route to adult literacy training. The group discussed questions about who would do the training, how the training would be done and what does the training include. The group also discussed training for people with special needs, and the difficulty of having trainers recognize learning disabilities. The group raised questions about how this training could include this level of skilled recognition. Director Jeffries suggested that someone from PCC could come out to describe the program and how to look for trainees. Also discussed was the idea of having a conversation project program to support an English as a second language, similar to an intercambio program where English and Spanish participants meet in a mutual language learning opportunity.

FACILITIES: Director Jeffries reported that after meeting with Finance Director Matt Brown she was informed that the City would appropriate all Building Funds to the library, referring to the fund that was established on the basis of the sale of the old library building. This also allows the Library to present budget items to the City Council for approval.

LIBRARY DIRECTOR'S REPORT:

COUNCIL GOALS: Director Jeffries reported on the role of the Council Liaison. The City Council may be looking at changing the role of the Council Members to a 'policy level' role instead of the traditional 'hands on' role where Council Members were assigned as Liaisons to the different City departments.

Director Jeffries stated that Council Goals that were developed at a recent Council Retreat would reflect some of these concerns, and that these goals are available on the City's website. Member Bean suggested that the Library Mission statement should be updated to include any language from future goals as established by the City Council.

Member Birkle asked if there was any communication outreach to the general population for community input. Director Jeffries stated that one of the strategies from the recent Council Retreat included getting information from the public. The group discussed the 'City Gazette' as a way that citizens could get information. Also discussed was the effectiveness of the 'word of mouth' method of being informed about City activities.

The group discussed the upcoming budget meetings. Director Jeffries stated that budget reports are due to the City by March 20 and that Finance Director Matt Brown will work on projections for the 2020 City Budget.

SHARED CATALOG PROJECT NEWS: Director Jeffries reported that there are marketing activities being planned to boost the Passport library card program.

BOARD MEMBER REPORTS:

BOARD CHAIR: Director Jeffries noted that due to recent resignation of Board Chair Murray there is now a vacancy on the Communications Working Group. The group discussed the possibility of looking at the working group assignments and that it might be a good time to switch if anyone was interested in doing so. Chair Heynemann suggested that an email could be circulated to ask members if they would like to change their assignment and any changes could be discussed at the next Board meeting.

The group discussed the creation of a subcommittee for review of the current By-Laws. Chair Heynemann established a By-Laws subcommittee and assigned, at their own request, Member Anderson-Bibler, Member Birkle, and Director Jeffries.

Past Chair Funderburg was asked if she planned to stay on the Board after her term expires in June and she said that she had other commitments and would make a decision soon. Director Jeffries reported that according to City Resolution 1648, after two terms of service, a board member is required to leave for at least one term.

BOOK GROUP: Former board member Leanne Murray stated that she would like to remain as a participant in the Library Board's Book Club.

Member Funderburg reported that the Dolly Parton Imagination Library reading program is up to 850 participants. Member Bean reported that she received the first book as a program participant and thought it was a good book. Director Jeffries estimated that there are about 2,500 kids in the area that could be potential participants in the program, and because the kids will 'age out' after they turn five years old, we will need to keep up marketing efforts to encourage new families to join. And although the initial grant funds received have given the program a good start, there needs to be an effort to find more grant funding for future program needs.

SUMMARIZE ACTION ITEMS: Chair Heynemann will send out an email to Board members concerning any possible changes to work group assignments.

NEXT MEETING: The next regularly scheduled meeting will be Monday, March 11, 2019 at 7:15 p.m. in the Columbia Center Auditorium.

ADJOURNMENT: Chair Heynemann adjourned the meeting at 8:52pm

✍

Respectfully submitted by:

Library Board Secretary, Dan Dieter

2018-2019 Library Board Attendance Record

P=Present E=Excused Absence U=Unexcused Absence

Date	Anderson-Bibler	Bean	Beardslee	Birkle	Funderburg	Gaelrun-Maggi	Heynemann	Murray	VACANT
07-19-2018	CANCELLED								
08-23-2018	P				P	E	P	P	
09-18-2018	P				P	P	P	P	
10-16-2018	P				P	P	E	E	
11-13-2018	P	P	P	P	P	P	P	P	
12-11-2018	P	P	P	P	P	P	P	P	
01-14-2019	P	P	P	P	E	P	E	E	
02-11-2019	P	P	E	P	P	E	P	E	
03-11-2019									
04-8-2019									
05-13-2019									
06-10-2019									

City of St. Helens Planning Commission

Approved Minutes

February 12, 2019

Members Present: Commissioner Cohen
Commissioner Lawrence
Commissioner Semling
Commissioner Webster

Members Absent: Vice Chair Cary
Chair Hubbard
Commissioner Stenberg

Staff Present: City Planner Graichen
Associate Planner Dimsho
Councilor Carlson

Others: None

1) **7:00 p.m. Call to Order and Flag Salute**

City Planner Jacob Graichen said the Chair and Vice Chair are absent, so the Commission must elect a temporary Chair.

Motion: Upon Commissioner Lawrence's motion and Commissioner Webster's second, the Planning Commission unanimously approved Commissioner Cohen as the temporary Chair. [Ayes: Commissioner Cohen, Commissioner Lawrence, Commissioner Semling, Commissioner Webster; Nays: None]

2) **Consent Agenda: Approval of Minutes**
2.A Planning Commission Minutes Dated January 8, 2019

Motion: Upon Commissioner Semling's motion and Commissioner Lawrence's second, the Planning Commission unanimously approved the Draft Planning Commission Minutes dated January 8, 2019 as written. [Ayes: Commissioner Lawrence, Commissioner Semling, Commissioner Webster; Nays: None]

3) **Topics from the Floor: Limited to 5 minutes per topic (not on public hearing agenda)**

There were no topics from the floor.

4) **Public Hearings (times reflect earliest start time)**
4.A 7:00 p.m. - Historic Resource Review at Columbia County Courthouse Plaza
- City of St. Helens

Chair Cohen opened the Public Hearing at 7:03 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter. Graichen entered the staff report dated February 4, 2019, into the record. Graichen explained that within the City there are designated landmarks. When there is an application to alter one of these resources, there is a Historic Resource Review before the Planning Commission, acting as the Historic Landmarks Commission (HLC). This is different than Architectural Review, where the Commission makes a recommendation. This is a decision made by the HLC.

Associate Planner Jennifer Dimsho explained that the City's recently adopted Branding & Wayfinding Master Plan (2017) recommended installation of an informational kiosk on the Columbia County Courthouse plaza. She also added that the Columbia County Board of Commissioners approved of the project since the date of the staff report. Graichen described the proposal and recommended conditions of approval, as presented in the staff report. He presented a series of historic photos of the plaza.

Commissioner Cohen asked what measures would deter vandalism. Dimsho said the back side of the kiosk is a weatherproof locking bulletin board. Graichen said the plaza is highly visible which will help prevent vandalism. Commissioner Cohen asked if it would be covered and if the content will be suitable for the visually impaired with braille. Dimsho said no.

Commissioner Webster asked who will maintain the kiosk. Dimsho said the County and City will enter into a maintenance agreement where the City is responsible for maintenance and upkeep of the kiosk.

Commissioner Cohen asked if the area around the kiosk would be paved. Dimsho said yes, to meet accessibility requirements, it has to be paved. The Commission would like to minimize the footprint of the concrete to ensure that the historic aspects of the plaza that have been removed could be restored in the future.

In Favor

No one spoke in favor.

In Opposition

No one spoke in opposition.

End of Oral Testimony

There were no requests to continue the hearing or leave the record open.

Close of Public Hearing & Record

The applicant waived the opportunity to submit final written argument after the close of the record.

Deliberations

This Commission agreed to add a condition about limiting the amount of pavement, but still meeting accessibility standards.

Motion: Upon Commissioner Webster's motion and Commissioner Lawrence's second, the Planning Commission unanimously approved the Historic Resource Review with the additional condition that only a minimal amount of concrete be used in order to meet accessibility standards. [Ayes: Commissioner Lawrence, Commissioner Semling, Commissioner Webster; Nays: None]

Motion: Upon Commissioner Webster's motion and Commissioner Semling's second, the Planning Commission unanimously approved the Chair to sign the Findings & Conclusions once prepared. [Ayes: Commissioner Lawrence, Commissioner Semling, Commissioner Webster; Nays: None]

5) **Discussion Items**

5.A **Certified Local Government Historic Preservation Grant Funding**

Graichen explained that the upcoming Certified Local Government Historic Preservation Grant funding is available again for 2019/2020 from the State Historic Preservation Office (SHPO). As described in the memo, he explained that we will be applying again for a pass-through grant program. Last year the money went towards City Hall exterior work, but this year we will be soliciting property owners for one eligible project. The grant is for approximately \$12,000, with a one-to-one required match, for a total project cost of approximately \$24,000.

Commissioner Cohen asked how we solicit eligible property owners. Dimsho said we mail out letters to eligible property owners. The Commission reviewed the selection criteria, which was also included in the memo. The Commission would like to see Project Readiness and Financial Capability added as criteria to the funding priority list. Applicants who can complete the project on time and have the financial capability to match the grant should be prioritized.

5.B **Code of Ethics Acknowledgement**

Dimsho said everyone in attendance already submitted their code of ethics acknowledgement signature forms. The remainder will be collected at the next meeting.

6) **Acceptance Agenda: Planning Administrator Site Design Review**

Motion: Upon Commissioner Lawrence's motion and Commissioner Semling's second, the Planning Commission unanimously approved the Acceptance Agenda: Planning Administrator Site Design Review. [Ayes: Commissioner Lawrence, Commissioner Semling, Commissioner Webster; Nays: None]

7) **Planning Director Decisions**

There were no comments.

8) **Planning Department Activity Report**

8.A **January Planning Department Report**

There were no comments.

9) **For Your Information Items**

There is a Planning Commission/City Council Joint Work Session on the Riverfront Connector Plan at 6 p.m. next Wednesday on February 20. There is also another Housing Needs Analysis Advisory Committee Meeting before the next meeting on March 12 from 6 p.m. to 7 p.m.

10) **Next Regular Meeting - March 12, 2019**

11) **Adjournment**

There being no further business before the Planning Commission, the meeting was adjourned at 7:53 p.m.

Respectfully submitted,

*Jennifer Dimsho
Associate Planner*

City of St. Helens
Housing Needs Advisory Committee Meeting #2
February 12, 2019
Minutes

Members Present: Greg Cohen, Commissioner
Sheila Semling, Commissioner
Audrey Webster, Commissioner
Kathryn Lawrence, Commissioner

Members Absent: Russell Hubbard, Chair
Julie Stenberg, Commissioner
Dan Cary, Vice Chair

Staff Present: Jacob Graichen, City Planner
Jennifer Dimsho, Associate Planner

Councilors Present: Ginny Carlson, City Council Liaison

Others Present: Todd Chase, FCS Group
Tim Wood, FCS Group
Nicole Thill, Spotlight

The meeting was opened at 6 p.m. City Planner Jacob Graichen said that the purpose of the meeting is to go over the Buildable Land Inventory (BLI). This meeting's agenda, sign-in sheet, Powerpoint presentation, and audio recording is on file at the City of St. Helens. The presentation is also uploaded on the [project website online](https://www.ci.st-helens.or.us/planning/page/housing-needs-analysis) (<https://www.ci.st-helens.or.us/planning/page/housing-needs-analysis>).

□

Todd Chase, FCS GROUP, said that the first BLI document received a number of comments from the Department of Land Conservation and Development (DLCD) and from City staff. The BLI before the Commission is a revised version based on those comments.

Tim Wood, FCS GROUP, went through the BLI presentation which includes the methodology for calculating buildable land. He noted that the overall findings have not changed significantly from the prior draft, but the current report is intended to provide additional detail about the BLI requirements per Oregon Administrative Rules (OARs).

Wood said that the buildable land inventory methodology divides the entire Urban Growth Boundary (UGB) into categories: vacant land over 3,000 square feet, land that is partially vacant at over a quarter of an acre where redevelopment or land division is expected, developed and non-residential-zoned properties, and public or constrained (unbuildable) land. Wood said the net total acres of land that are zoned for residential use and considered buildable is 700 acres for St. Helens.

Commissioner Cohen asked if there is an ideal number of acres a city should have available for housing. He wondered if 700 acres of buildable land was too much or too little. Chase said it depends on how quickly the

city grows, but that 700 acres is pretty good compared to other communities. If St. Helens grows faster than it has in the past, then more land may be needed to accommodate needed housing. This Housing Needs Analysis (HNA) exercise should be repeated every ten years or so to see if the City is growing as expected. The Commission indicated that they understood the BLI methodology and generally agreed with its findings.

Commissioner Semling asked how far south the UGB goes. Graichen said approximately to the cemetery, just before Bennett Road.

There was a discussion about some of the larger parcels of vacant land identified on the BLI map. Associate Planner Dimsho noted that there may be subdivisions (i.e., Graystone Estates) that are now in predevelopment phases and asked whether they should be included in the BLI as vacant land. Chase recommended that all vacant land that existed as of December 31, 2018, should be included in the BLI since the forecast period includes 20 years (2019 to 2039) of growth. It was noted that the BLI includes the Riverfront Redevelopment Property even though it is publicly owned because it is being planned for a mix of development which includes housing.

Dimsho noted there are potentially one or two other properties that may need to be added to the BLI, which can be considered buildable residential land. City staff will provide FCS more details next week.

Dimsho indicated there is a publicly-owned property (Millard Road property) that could be re-zoned to accommodate housing in the future. It is currently zoned Public Lands. Chase recommended that the BLI be based on current zoning. However, Chase noted redevelopment properties can be included in the BLI at the discretion of the City as long as they meet the BLI criteria and are not 100 percent constrained by the various factors included in the BLI methodology. It was agreed to leave this property out of the BLI in order to help inform the re-zoning process at a later date.

No one from the audience testified about the BLI methodology presentation.

Chase said the next HNA Advisory Committee meeting is scheduled for March 12, 2019, at 6:00 p.m. before the regularly scheduled Planning Commission meeting in the Council Chambers. The agenda will focus on reconciliation of St. Helens residential land demand and supply. The group will begin to discuss ways to remove barriers to development of the various housing types as well. Although, Chase noted that St. Helens appears to be fairly friendly to housing development.

There being no further business, the Housing Needs Advisory Committee Meeting #2 was adjourned at 6:33 p.m.

Respectfully submitted,

Jennifer Dimsho
Associate Planner

City of St. Helens Parks & Trails Commission

February 11, 2019

Members Present: Howard Blumenthal
Carmin Dunn
Jerry Belcher
Elisa Mann
Jacob Woodruff

Members Absent: Ben Tiscareno
Paul Barlow

Staff Present: Sheri Ingram
Neal Sheppeard
Thad Houk
Doug Morten

Others: Lisa Brooke

- 1) **Call Meeting to Order – 4:00 p.m.**
- 2) **Approval of Minutes**
2.A Approve Minutes of January 14, 2019

Motion: Upon Jacob Woodruff's motion and Howard Blumenthal's second, the Commission approved the minutes of January 14, 2019. [Ayes: Carmin Dunn, Jerry Belcher, Howard Blumenthal, Elisa Mann, Jacob Woodruff; Nays: None]

3) **Topics from the Floor: From attendees not otherwise on the agenda**

Lisa Brooke from Arts & Cultural wanted to thank the Parks for accepting the Free Little Library that was installed in Grey Cliffs Park. They had a small turn-out for the ribbon cutting and they got a story in the paper and she thought it was a great opportunity to have a partnership with Parks.

She was on the east coast when the mural was painted at the skate park and the kid kept sending her pics of it and she thought it was big and he used the opportunity to go hog wild for his own portfolio. She had asked permission from Sheppeard and she knows he wasn't expecting it to be that big either. It was just supposed to be a communication device to lead people to the Instagram account. The kid was painting and some guy who lived near there is a professional videographer and he created a video for Instagram. She apologizes for the size and does understand that there could be some flak for it. Blumenthal thinks it should not have been done yet since they are going to do patching and Woodruff said he thought it was just a

display showing what it can look like. Belcher said he appreciates her coming down and telling them that but he thinks it should go through the Council for approval before it's done. She is willing to take the responsibility for anyone who is unhappy about it.

She said they had a great showing at the Council meeting and it was on the shoulders of the kids. Jordan Barlow has really stepped forward in a leadership roll. They are in the process of developing partnerships with the ACC and Youth Council and they are aware of the fundraising that will need to be done. They are excited about having a party this summer for the 20th anniversary of the skate park and they want the Council to tell them when they can hold it this summer.

4) Councilor's Report

Morten said Brooke should be congratulated for spearheading this effort and it speaks well for our volunteers.

He asked if Paul Barlow could have more Bikes & Ped people join this group. Asked if Paul would head up a committee to look at the skate park and BMX track for expansion and beautification. Houk said BMX has a major event once a year that brings in a large amount of people from all over. There are usually people out there every day in the summer even when there aren't events going on.

Morten talked briefly about skate park party and the Mayor would like to combine it with the Citizen's Day in the Park. Blumenthal asked if Parks & Trails should have a table there and talk about the parks and have our new brochure available.

Morten just came from St. Helens Marina talking to Brad Hendrickson, who is going to oversee Sand Island under a lease agreement with the City. The agreement has been approved by five people on the council and they are hoping to be running this summer.

We tried camping with the free shuttle before but there was no one to oversee it so it got out of hand. Hendrickson will be overseeing it and charging fees and some of that will come back to the Parks. He will also take \$1 per night and write down numbers on boats staying the night. It should cut down on transient boats. Sheppard said they can only stay 10 days in a 30 day period and if they overstay, they get cited. A big problem now is they get cited and don't pay and we have no way to tow a boat.

Dunn asked if the money will go to City or Parks and is it just for Sand Island or all parks. Morten said Hendrickson will be doing improvements himself to Sand Island and he will want compensation for that. It will be his investment. Houk said it currently costs over \$30,000 a year for Parks employees to go over and do what they do now.

Blumenthal asked if there is going to be some kind of control for people taking alcohol over there when alcohol isn't allowed in the parks. Sheppard said there is not an alcohol ban on Sand Island. Mann asked if dogs will be allowed out on the shuttle and Morten said yes dog are allowed.

Morten said as far as the skate park repairs, he apologizes for micromanaging that but he contacted a guy about patching the skate park. He contacted the guy who did it before and he has to wait for nice weather but we have it in writing so at least that covers us as far as liability. The cost is under \$5000 so we didn't have to put it out for bid. Belcher asked if we should leave it open since people have said it's not safe. Brooke said there are already signs that say skate at your own risk but you could spray paint bright orange on the areas that are crumbling.

5) **New Business**

5.A **Grey Cliffs Waterfront Park Priorities**

Belcher wanted everyone to go over their top priorities for Grey Cliffs Park. One of his priorities is a floating walkway at the far end. The second thing he'd like to see is a viewing area up on top. He thinks it's one of the nicest viewing areas around. He would like to see the trail improved. He would also like to see sand by the walkway so people could have a beach and the dog park fenced.

Mann said if they can't afford a fence, there should be at least a visual barrier so the dogs see that they can't go past that. There should be a sign in parking lot directing people to the dog park. She would like to see the path widened up there and a community bulletin board in or near the dog park and running water.

Blumenthal said the madrones are getting overgrown with blackberries and ivy and would like to see it cleaned up. He would like to get dumping area at top cleaned up where neighbors are dumping debris. There could a few things involved with the trail to the top. Could they build a staircase or ramp?? Maybe we could get a grant for that. He would be happy to see human powered boat ramp and he wants to see no smoking signs down there.

Morten would like to see a kiosk at each park with a sign of the rules so it's consistent.

Dunn said her number one would be to make the trail safer and easier access. Number two would be signage. Three isn't a lot letting people know there is even a park back there. She had paving the parking area but that is already getting done. She would like a dog park fence and more of a picnic area.

Woodruff also put down fencing the dog park. He would like to see a kiosk pointing to local businesses and restaurants, more picnic tables by water, and the floating walkway was a great idea.

Houk said they put sand down there before for a beach area but it lasts one or two tides and it's gone.

6) **Old Business**

6.A **Parks Report - Dogs Parks**

Mann said that this year we had a bunch of trees taken out at McCormick and they weren't removed right away and it was stick heaven for the dogs. Everyone enjoyed it a lot.

McCormick already has everything like a hydrant, bridge and adjustable agility jump. A suggestion would be a large sign that says Off Leash Area really big and a kiosk and a sign for traffic to watch for dogs. Eventually one day when they can afford it, she'd like to see a covered

chuck-it launch station like they have at Asbury Acres. It is just four posts with a lean to roof to keep dry when it's raining.

The 15th Street dog park has a fence, waste bag dispenser and water but maybe a kiosk or bulletin board would be good.

Grey Cliffs is nice and the only urgent thing is the boundary at the cliff. For suggested additions they could widen the gravel trail and put signs in parking lot.

It's great to have three dog parks. They are used every day and for a lot of people, it's the only place their dogs can be off-leash.

7) Discussion Items

Belcher is concerned about safety at the skate park. It's not clear about liability until it's repaired. Brooke said a kid broke his arm at the grand opening 20 years ago. Dunn asked if we should we put orange paint on the bad spots as suggested and Belcher said that is one way to mitigate the damage.

Motion: Upon Carmin Dunn's motion and Elisa Mann's second, the Commission recommend they spray orange paint on the problem areas in the skate park. [Ayes: Carmin Dunn, Jerry Belcher, Elisa Mann, Jacob Woodruff; Nays: None]

Blumenthal said thanks for the restrooms at Grey Cliffs. We need to keep track of the Bicycle & Pedestrian bank account. Sheppard said Matt Brown sent out an e-mail about it. He asked Ingram if she passed it around to everyone and Ingram said she did not get that e-mail.

Blumenthal said he hopes it okay that he trims ivy off trees in the parks. He also noticed we got some new bike racks and he is wondering what kind of bolts they have because someone could just unbolt the rack and take the bikes. Sheppard said he's not sure how those were installed. He would have to check into it.

Woodruff said he spent time at the skate park talking to the kids and they are great kids and very friendly & helpful.

8) Other Business

Belcher said when he was on the Arts & Cultural Commission, he spent months getting bike rack in Grey Cliffs Park. He is wondering where it's at. Sheppard said we took it out to do restroom project and we will put it back in.

Belcher said the subcommittee is planning on giving a Powerpoint presentation at the next meeting on the Urban Trail. Dunn asked if they could plan a field trip to Grey Cliffs Park and belcher said they should wait until the weather clears up. She said we should also do a field trip on the Urban Trail after the presentation. Belcher said he talked to John Walsh about doing a walk with Jenny Dimsho, Walsh and the Mayor. Walsh thought it was a good idea but only talk at this time.

Dunn asked if there was an update on the brochure and online scheduling.

9) **Adjournment**

Meeting adjourned at 5:11 p.m.

Respectfully submitted by Sheri Ingram, Parks & Trail Secretary

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 20th day of March, 2019 are the following Council minutes:

2019

- Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated March 6, 2019

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 signature block on Word document in Granicus & Publish
- ☐ Copy Word document into Council minutes folder on Administration drive
- ☐ Update file name & signature block of Word ES document & copy in Admin drive
- ☐ Email minutes link to distribution list
- ☐ Add minutes to ORMS
- ☐ Add packet and exhibits to ORMS
- ☐ File original in Vault
- ☐ Update minutes spreadsheet

City of St. Helens City Council

Work Session Minutes

March 6, 2019

Members Present: Councilor Keith Locke
Councilor Ginny Carlson
Councilor Stephen R. Topaz

Members Absent: Mayor Rick Scholl
Council President Doug Morten

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Finance Director
Margaret Jeffries, Library Director
Sue Nelson, Public Works Engineering Director
Brian Greenway, Police Chief
Amy Lindgren, Municipal Court Judge
Terry Massey, Jr., Police Officer
Jacob Graichen, City Planner
Joe Hogue, Police Lieutenant
Malinda Duran, Police Support Specialist
Tia Sharp, Police Records Specialist
Dustin King, Police Detective
Crystal Farnsworth, Communications Officer
Kolten Edwards, Police Officer
Jamin Coy, Police Officer
Brienne Mares, CIT Coordinator
Heidi Davis, Building & Administration Secretary
Tina Curry, Event Coordinator

Others: Christine Menges
Caleb Cox
Nicole Thill

1) **Call Work Session to Order - 1:00 p.m.**

2) **Swearing in of New Police Officer Terry Massey Jr.**

Municipal Court Judge Amy Lindgren swore in new Police Officer Terry Massey, Jr. Welcome, Officer Massey!

3) **Visitor Comments - Limited to five (5) minutes per speaker**

No visitor comments.

4) **Discussion Topics**

4.A Presentation by the St. Helens High School Robotics Club
Postponed for a later date.

4.B Presentation and Q&A on S. 1st/St. Helens St. Intersection Improvements - Kittelson & Associates

Caleb Cox with Kittelson & Associates reviewed his PowerPoint presentation. A copy is included in the archive meeting packet. They are proposing curb extensions at each corner, which significantly decreases the pedestrian crossing distance from 70 feet to about 40 feet on St. Helens Street. That will increase pedestrian visibility as well. It also significantly increases site distances for vehicles turning from St. Helens Street onto S. 1st Street. They recommend the intersection remain a two-way stop. The design concept acts a gateway into the downtown area.

Councilor Locke asked if they interviewed anyone who lives in the area. Caleb said no. If the concept to moves forward, they would take the it to a public engagement meeting.

Councilor Topaz expressed that the biggest problem turning from St. Helens Street to S. 1st Street are the large vehicles that block clear vision. He assumes the curb extensions are low level and will keep the vehicles away from the corner. Caleb confirmed that is correct. The landscaping is specked out to be low growth landscaping to maintain site lines for vehicles.

Councilor Carlson understands that intersection is quiet for several months of the year but then it gets busy with people in October and on Thursdays during the summer. She has witnessed several close calls. She asked if changing the parking from parallel to diagonal could be implemented without much effect on the budget. Public Works Engineering Director Nelson responded that it's not costly but it wouldn't make sense to do it without the extension. Caleb agreed. The reason they have room for the diagonal parking spaces is that the curb extensions protect the vehicles and provide a physical barrier for vehicles heading toward the river. Ideally, this layout provides the most protection for pedestrians.

Councilor Carlson asked if Caleb has seen other communities do one intersection at a time. It will cost millions to complete the Corridor Master Plan. Caleb responded that it's pretty common to do it piece by piece. As long as each piece follows the Transportation System Plan (TSP), you'll have a complete corridor that matches the plan. Nelson explained that street capital improvement projects are funded from the Surface Transportation Program (STP), which the City receives an allotment each year ranging from \$130,000 - \$154,000.

Caleb said the preliminary cost estimate for this intersection is between \$200 - 250,000. Nelson added that she has reserved about half of that lower amount for the next three budget years to try to implement something at that intersection. If we focus all of the STP funds here, then there will not be funds for paving, patchwork, crack sealing, trench patching, etc. Those projects would have to be deferred. Grants may be available. Associate Planner Dimsho could help look into them for the safety considerations of this. It is within the Urban Development area, so once funds become available for that, this would be prime for that funding opportunity.

Councilor Carlson talked about speed bumps and creative striping. Are either of those a possibility? Caleb agreed that striping is one way to introduce traffic calming measures. Nelson added that speeds aren't the main issue. Pedestrian safety and clear vision are the priorities.

Councilor Topaz asked if grant funding would be more accessible through the Main Street Plan. Nelson said having those master plans adopted makes a huge different. They would just need to find grant funding that matches this situation.

Councilor Topaz talked about the low visibility on St. Helens Street between 4th and 3rd Street. He asked if Caleb looked into that or is this just a flat ground plan? Caleb said they looked at in 3D just in respect to drainage impacts. They didn't look further up the corridor. Vertical site challenges are more challenging to solve. Reducing vehicle speeds is the most cost effective way to solve it. Topaz said it's mainly at night that speed is an issue.

Councilor Locke asked if Caleb has seen communities take the plan and paint the existing surface area to reflect the suggestions. Caleb recommends not doing that in this case. That would result in pedestrians standing in the painted areas in the street with no actual physical barrier protecting them. One thing they've done in communities like this is a mockup of the proposed improvements using traffic cones and temporary striping.

Councilor Topaz asked if putting 1.5 foot planters instead of traffic cones would be a viable longer term possibility. Caleb said it would work temporarily but something like that would be destroyed. Councilor Carlson pointed out areas in Portland that used planters and posts to protect the pedestrian and bike zone. She suggested staff look at temporary measures until funding is available.

City Administrator Walsh pointed out the improvements offer an opportunity to add features such as a gateway into 1st Street.

Councilor Locke expressed safety concerns when trying to turn left from St. Helens to 1st Street.

4.C Review Draft of Council Operating Rules & Procedures

Councilor Topaz recommends tabling this until the full Council is in attendance. He would like to discuss the line of succession if the Mayor and Council President are absent. City Recorder Payne said it's written that the most senior Councilor is next.

Discussion of the need for Councilor job descriptions. Consensus of the Council to remove the resolution from tonight's agenda until the full Council can review it.

4.D Review Draft of Council Governing Policy

City Administrator Walsh reported that the proposed document retains the commission form of government, collaborative decision making process, assignment to departments, and the hiring and firing process of department heads. The only substantive change is the City Administrator position oversees department heads. It eliminates the judge and city prosecutor because they are contracted positions.

Councilor Locke asked if it should include language if the judge and prosecutor become regular employees. Walsh does not anticipate that happening and suggested waiting to make the change if it does.

Councilor Topaz asked what happens if the City Administrator dies. Walsh said there is a process for the Council to appoint an interim.

Consensus of the Council to remove the resolution from tonight's agenda until the full Council can review it.

4.E Review Agreement for Special Events Coordination & Management with E2C Corp.

City Administrator Walsh reviewed the events coordinated by E2C Corp. The majority of her pay is covered by the hotel revenues. The cost of events are covered by revenues and sponsorships.

Councilor Carlson asked if there is a mechanism to measure her work; such as hotel revenues, participation, etc. Walsh responded that Travel Oregon has a metric. Hotel and restaurant revenue is easier to measure than some things. Discussion of hotel revenues. Walsh clarified that Sand Island camping will be subject to hotel tax.

Councilor Topaz asked if this open to any company to bid on. Walsh responded that the City did a Request for Proposals (RFP) two years ago. The Council selected E2C Corp. This is a renewal. Topaz suggested that other companies might want to be involved now that they've seen the success. Carlson does not want to measure it by other companies wanting to be involved but rather if we're happy with our product. She doesn't like the idea of starting completely over with someone new at this time. Spirit of Halloweentown is finally in the black. There's no rule that they have to go out for an RFP at this time.

Councilor Locke agreed to renew it this year but suggests going out for an RFP in two years.

5) Department Reports

Police Chief Greenway reported...

- First Thursday is tomorrow at 7 p.m. at the Columbia Center. The topic is Drug Recognition. Officers Jamin Coy and Dylan Gaston will be presenting the top illegal drugs in the area.
- New Police Officer Massey was sworn in today. He was a reserve officer.
- They are in the background phase for two additional applicants to fill vacancies.
- Police Officer Adam Hartless graduates from DPSST in Salem on Friday.

Public Works Engineering Director Nelson reported...

- Attended a Disaster Sanitation workshop in Portland yesterday. It reviewed what to do in a wide-spread emergency when there are no sanitation and water facilities available.
- Tonight's agenda includes:
 - A contract for a water line replacement on N. 7th Street and S. 11th Street. There are existing undersized lines there now.
 - A new contract for bulk chlorine delivery for the Wastewater Treatment Plant.
 - Reimbursement for oversizing a water line. The City can contribute to a project when a developer oversizes a utility. He is requesting reimbursement of approximately \$3,200.
- Attending a Regional Disaster Recovery Conference next week.

Library Director Jeffries reported...

- The Makelt! Series for ages 7-12 is continuing today and next Wednesday. During the entire month of April, they are doing a circuitry workshop. Registration is open.
- Thursday, March 14 at 7 p.m. is the next Conversation Project: "It's a Free Country." It explores the idea of freedom and what choices and responsibilities come with freedom.
- 108 people attended MakerFest last week. She talked about the various activities held.

Finance Director Brown reported...

- An open house will be held at the Recreation Center on Saturday from 3 – 5 p.m.
- A public hearing will be held tonight at 6:45 p.m. to update the budget.
- He has been working on updating the exclusive use permit forms and procedures. In the past, Council has had the final authority to approve exclusive use permits and street closures. Is Council comfortable with staff making that final determination? Staff could report to the Council with what's been approved. It helps speed up the process to do it administratively. Council concurred.

City Recorder Payne reported...

- The City/County Quarterly Dinner will be held March 19 in Clatskanie.
- The Chamber of Commerce Banquet is March 21.

City Administrator Walsh reported:

- Attended the CIS conference in Salem last week.
- Working on updating the Municipal Court Clerk job description.

Event Coordinator Curry reported...

- Working on new programs to involve the merchants:
 - Art walk.
 - The Easter bunny will be here the weekend of Easter and the weekend prior.
 - Find the fairies.
- The 13 Nights on the River schedule has been announced.
- A salmon festival will be held in April. It will involve local restaurants and a fishing derby.
- A heart was in the Plaza during February and it's now been replaced with a four leaf clover for St. Patrick's Day.
- Nonprofits and City sponsors can advertise events on the Discover Columbia County website.

Councilor Topaz talked about the 130th Birthday Party for St. Helens held last week. The American Heritage Girls passed out the cake. Their presence made the celebration nicer. He encouraged Tina to involve local youth in community events.

6) Council Reports

Councilor Carlson reported...

- The Chamber of Commerce Banquet finalists will be named this week.

Councilor Topaz reported...

- He received a call from a citizen with concerns about the City's water reservoir. Why did the concrete go wrong? How did the membrane fail? Is the membrane the right material for human consumption? Did the company pay for the lost water? A lot of the chlorinated water went down the stream. Was the EPA notified? Has the City notified the fire department to verify there is enough water for hydro flow? Is the City liable if there's a fire and not enough water?

Nelson responded to the questions.

- The concrete wasn't the contractor's fault. It's older concrete and was determined that a membrane needed to be installed under the spray-in liner. The liner is rated for water consumption.

- The membrane did not fail. It was the installation of the membrane on the bottom portion of the reservoir that was not installed correctly. The contractor has come back to repair it. If it can't be repaired, they will have to replace it.
- They do not have to pay for the water that was lost when they tested it. The City pays for the water used in the project per the contract.
- Water that is released from the reservoir is de-chlorinated before it reaches the ditch or creek.
- If there is any water in our system, all of our fire hydrants have water. If there is not water at a fire hydrant it's because a valve is turned off. That's only one reservoir out of multiple reservoirs in town.

Discussion ensued about the project.

Councilor Locke reported...

- Asked Brown where the money will come from for the S. 1st Street and St. Helens Street intersection project. Brown responded that it's a good question for the upcoming budget. He reviewed some of the options.

7) **Other Business**

8) **Adjourn – 2:39 p.m.**

Executive Session

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Keith Locke, Councilor

City of St. Helens

CITY COUNCIL

Executive Session Summary

March 6, 2019

Members Present: Keith Locke, Councilor
Ginny Carlson, Councilor
Stephen R. Topaz, Councilor

Members Absent: Rick Scholl, Mayor
Doug Morten, Council President

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Kathy Payne, City Recorder
Sue Nelson, PW Engineering Director

Others: Nicole Thill, Spotlight
Christine Menges, Chronicle



Councilor Locke opened the Executive Session at 2:45 p.m. and gave Council roll call.

The Council met in Executive Session pursuant to ORS 192.660(2)(e) Real Property Transactions to discuss various topics concerning City-owned properties and ORS 192.660(2)(h) Consult with Counsel/Potential Litigation to discuss litigation concerns.

The Executive Session was adjourned at 3:34 p.m.



ATTEST:

Kathy Payne, City Recorder

Keith Locke, Councilor

City of St. Helens City Council

Public Hearing Minutes

March 6, 2019

Members Present: Councilor Keith Locke
Councilor Ginny Carlson
Councilor Stephen R. Topaz

Members Absent: Mayor Rick Scholl
Council President Doug Morten

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Finance Director
Margaret Jeffries, Library Director
Sue Nelson, Public Works Engineering Director
Brian Greenway, Police Chief
Tina Curry, Event Coordinator

Others: Christine Henges

1) **6:45PM - Open Public Hearing**

2) **Topic - Supplemental Budget - Appropriations for Fiscal Year 2018-19**
2.A Supplemental Budget for Fiscal Year 2018-19

Finance Director Brown opened the floor for public comments. No comments received.

Brown gave a description of the changes to the FY18-19 Budget. This supplemental budget follows the audit and updates the beginning fund balances and any needed adjustments. Discussion ensued about the need for a supplemental budget.

3) **Close Public Hearing** – 6:54 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Keith Locke, Councilor

City of St. Helens City Council

Regular Session Minutes

March 6, 2019

Members Present: Councilor Keith Locke
Councilor Ginny Carlson
Councilor Stephen R. Topaz
Youth Councilor Christian Vishal

Members Absent: None

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Finance Director
Margaret Jeffries, Library Director
Sue Nelson, Public Works Engineering Director
Brian Greenway, Police Chief
Tina Curry, Event Coordinator

Others:

Christine Menges	Frank Brandon	Jacob McMillan
Juan de la Cruz	Nicholas Prochman	Kennady Brown
Aaron Navarro	Ella Tenido	Leif Nelson
Kristen Washburn	MaKenna Cleggy	Caleb Powell
Haley Chatterley		

1) **7:00PM - Call Regular Session to Order**

2) **Pledge of Allegiance**

3) **Visitor Comments - Limited to five (5) minutes per speaker**

- ♦ Frank Brandon. He watched the last regular session on video, which was about 45 minutes. He couldn't hear the presenters that lasted more than half the meeting. He would turn it up to try and hear and then he would be blasted out when the Mayor spoke. There has to be a better way to either force people to speak into the mic or turn up the volume.

Finance Director Brown reported that he purchased a new mic but it's not compatible with the frequency the City is on.

Frank encouraged the Council to work on the sound and make whatever is visible on the monitors to the public. That way viewers at home can see the PowerPoint presentation too. Brown explained that he does have a company ready to help us but we're waiting for PEG funding from Comcast to make the upgrades. City Recorder Payne will work on switching the cameras and communicating with whoever is running the meeting to make sure visitors are speaking into the mic.

Frank mentioned the upcoming vacancy on the Council. Councilor Locke informed him that someone will be appointed when he steps down. Frank suggested appointing Susan Conn or Maggie Clayton.

Councilor Carlson explained that there will be an application and interview process when an opening is declared. Councilor Locke clarified that if a vacancy opens in the first two years of a term, then it goes to a regular election. If it's after mid-term, then the Council will make an appointment.

4) **Resolutions**

- 4.a Resolution No. 1836: A Resolution of the Common Council of the City of St. Helens, Oregon, Adopting a Supplemental Budget for Making Appropriations for Fiscal Year 2018-19

Motion: Upon Carlson's motion and Topaz's second, the Council unanimously approved Resolution No. 1836. [AYES: Locke, Topaz, Carlson; Nays: None]

5) **Award Bid/Contract**

- 5.a 2019 Waterline Improvement Project to Turney Excavating, Inc. in the Amount of \$174,620
5.b Sodium Hypochlorite Contract for WWTP to HASA Inc. at \$0.99/gallon

Motion: Upon Carlson's motion and Topaz's second, the Council unanimously approved '5a' and '5b' above. [AYES: Locke, Topaz, Carlson; Nays: None]

6) **Approve and/or Authorize for Signature**

- 6.a Intergovernmental Cooperation Agreement with Oregon Building Codes Division for ePermit System and Services
6.b Agreement with E2C Corp. for Events Coordination and Management
6.c Agreement with Acc-U-Set to Relocate a Mobile Building to the Police Department Property
6.d Agreement with Columbia Pacific Economic Development District for CDBG Grant Administration Services for the Columbia Pacific Food Bank Design and Construction Project
6.e Agreement with Integrity Concrete & Construction to Rehabilitate the Concrete at St. Helens Skate Park
6.f Contract Payments

Motion: Upon Carlson's motion and Topaz's second, the Council unanimously approved '6a' through '6f' above. [AYES: Locke, Topaz, Carlson; Nays: None]

7) **Consent Agenda for Approval**

- 7.a Council Work Session and Regular Session Minutes dated February 20, 2019
7.b System Development Charge Reimbursement to Wayne Weigandt in the Amount of \$3,171.91
7.c Planning Commission/City Council Work Session Riverfront Connector Plan Meeting Minutes dated February 20, 2019
7.d Accounts Payable Bill Lists

Councilor Topaz spoke of item '7c.' A couple of items presented on paper didn't match the audio. The definition of sidewalk going up the hill by the sewer plant. The minutes said it's a path to avoid the problem of being illegally on the sidewalk with bikes, skateboards, etc. That should be corrected or include an appendix that describes the difference between a path and sidewalk. Councilor Carlson clarified that it is a multi-use path. Discussion ensued of a multi-use

path and truck deliveries. It was the consensus of the Council not to amend the minutes but to emphasize the need for a definition of multi-use path in the Riverfront Connector Plan document.

Motion: Upon Carlson's motion and Topaz's second, the Council unanimously approved '7a' through '7d' above. [AYES: Locke, Topaz, Carlson; Nays: None]

8) **Mayor Scholl Reports**

Not present.

9) **Council Member Reports**

Councilor Locke reported...

- Welcome, students! He encouraged sophomores and juniors to join the Youth Council.

Councilor Carlson reported...

- Recreation Center Open House on Saturday, 3 – 5 p.m.

Councilor Topaz reported...

- He was impressed with the number of students who came and spoke about the skate park. He told the students in attendance to not be afraid of presenting to the Council. They are a part of the community. Soon many of them will be voting members of society.

Councilor Locke encouraged the students to learn about the issues before voting.

Youth Councilor Vishal reported:

- During Monday's Youth Council meeting:
 - Created a schedule to rotate leadership positions.
 - Talked about reviewing the budget.
 - Talked about what businesses they would like to see in St. Helens, which focused on food and sporting goods
 - Encouraged the City to allow food trucks next to the skate park. They would be beneficial to skate park users, ball field users, the Library, and general users of the park. Funds to rent the space could benefit the Recreation Program.

10) **Department Reports**

Police Chief Greenway reported...

- First Thursday is tomorrow. The topic is Illegal Drugs in the Community.

Public Works Engineering Director Nelson reported...

- Nothing to report.

Library Director Jeffries reported...

- Nothing to report.

Finance Director Brown reported...

- Nothing to report.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported:

- He visited the City of Independence last week. The same developer as our Waterfront project proposal here has been working there. It's a very similar layout. They have a brand new hotel under construction. It's an impressive project and makes our project feel more real.

11) Other Business

Councilor Locke reported that he and Walsh talked to the new Interim CEO Manager of Cascades. They talked about concerns and issues. It was a good discussion. Unfortunately, he's only interim and there will likely be someone different in the next six months. They are working on running the mill better to make more profit. Their plan is to stay on site.

12) Adjourn – 7:40 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Keith Locke, Councilor

City of St. Helens
Consent Agenda for Approval

OLCC LICENSES

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

2018 RENEWALS

<u>Business Name</u>	<u>Applicant Name</u>	<u>Location</u>	<u>Purpose</u>
• Burrito House Express	TC Hend Co.	58499 Columbia River Hwy.	Renewal
• El Tapatio Restaurant	Guitron-Galvan Inc.	2105 Columbia Blvd.	Renewal
• Elks Lodge #1999 St. Helens	Elks Lodge #1999 St. Helens	350 Belton Road	Renewal
• Happy Garden Chinese Restr.	Zhen's Family Inc.	2296 Gable Road #230	Renewal
• Hob Nob Brew House	Hob Nob Brew LLC	2155 Columbia Blvd.	Renewal
• Hob Nob Brewery	Hob Nob Brew LLC	254 Madrona Court	Renewal
• Johnny's Bar & Grill	Jimikat Inc.	1750 Old Portland Road	Renewal
• Lori's Lounge	CJ Eateries LLC	2296 Gable Road #210	Renewal
• Miyako Restaurant	Miyako Inc.	1835 Columbia Blvd.	Renewal
• Noi's Thai Kitchen	Phongphudtha, Somyot	524 Milton Way	Renewal
• Oregon Trail Lanes	Oregon Trail Lanes Inc.	735 S. Columbia River Hwy.	Renewal
• Pour House, The	C&S Pour House Inc.	2098 Old Portland Road	Renewal
• Roythai	Thongsima, Thaneenath	295 Strand Street	Renewal
• Sherlocks Grocery	Kirat Corporation	155 N. Vernonia Road	Renewal
• Tap Into Wine	Tap Into Wine LLC	313 The Strand Ste. B	Renewal
• Tap Into Wine	Tap Into Wine LLC	313 The Strand Ste. B	Renewal
• Valentinas	Valentina's LLC	555 S. Columbia River Hwy.	Renewal
• Valentinas	Valentina's LLC	555 S. Columbia River Hwy.	Renewal
• Village Inn Restr. & Motel 6	Mahant Investments LLC	535 S. Columbia River Hwy.	Renewal
• Zatterbergs Market	Kim, Justin	770 West Street	Renewal
• Zhen's Chinese Restaurant	Zhen's Chinese Restr. Inc.	1671 Columbia Blvd.	Renewal

City of St. Helens

Job Title: Court Clerk
Department: Administration
FLSA Status: Non-Exempt
Union: AFSCME
Revised: March 20, 2019

GENERAL PURPOSE

Administers all court proceedings and docketing, coordinates court matters with the Judge, Prosecutor, defendants, defense counsel, and police personnel. Demonstrates excellent customer service skills. Uses computerized court program to input and document court proceedings. Oversees the function of the court staff assistance when applicable and works with the public handling confidential matters with discretion. To a great extent, work is governed by State statutes, laws and City ordinances.

SUPERVISION RECEIVED

Works under the general direction of the City Administrator and with general guidance by the Municipal Court Judge.

SUPERVISION EXERCISED

None

JOB DUTIES AND RESPONSIBILITIES

- Contributes to a positive work environment. Maintains a positive relationship with contacts specific to the Court and positions/agencies outside the City organization.
- Administers all court cases from inception to final disposition. Coordinates court matters with Judge, defendants, defense counsel, police and other levels of the criminal justice system. Prepares criminal cases prior to court to ensure that all materials are included in files. Documents case and judgment information in files using the computerized court system. Performs accurate and timely file maintenance of upcoming docket matters; prepare court documents and correspondence, trial letters, show cause orders and forms; processes requests, motions, extensions, resets and changes of plea through interaction with defendants, attorneys, and City Prosecutor.
- Administers warrant processes including clearing warrants, entering information in court software; forward issued warrants to police records staff; advising other jurisdiction law enforcement agencies of return court dates, following up with information in files.
- Oversees the management of the jury pool: prepare and maintain jury list and juror notices, prepare and mail juror notification for trials, compute jury and witness fees and coordinate with Finance Department for payment.
- Reviews letters to the judge and forward if appropriate, track for response and follow up with defendants and/or outside agencies.
- Process Public Records requests within the Oregon statute timeframe.
- Oversees the receipting, depositing and accounting of monies collected for fines, forfeitures and other court receipts. Issues receipts and credits for payments received, prepares refund requests, and balances daily cash receipts.
- Administers collection efforts including collection agency payments, statements from attorneys and payment authorization, and restitution payments and posts payments within 72 of receipt of payment.
- Documents court policies and procedures, updates as needed to accommodate changes and maintains court records in accordance with statutes, regulations and policies.
- Monitors probation, violation, suspension, and collection files for accuracy.

117

- Must have the ability to deal with emotional and difficult people in a professional and tactful manner.
- Ability to plan and organize work schedule and job tasks and must be able to multitask efficiently in a busy environment.
- Ability to exercise resourcefulness, tact and perspective in development solutions and recommend new techniques.
- Resolves general inquires, complaints, problems, or emergencies affecting the availability or quality of city municipal court. When appropriate or needed shall ask City Administrator/Supervisor or Judge for assistance.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

- Graduation from high school or GED equivalent.
- Requires LEDS certification within 30 days of employment.
- Knowledge of Microsoft Suite (Word, Excel, Outlook)

PREFERRED QUALIFICATIONS

- Minimum of five years of related experience or an equivalent combination of training and experience sufficient to successfully perform the essential duties of the job as listed above.
- Knowledge of FTR Recording software for Court of Record.
- Knowledge of court management software.
- Knowledge of municipal court procedures, data compilation, and basic bookkeeping.

SPECIAL REQUIREMENTS

- A valid states driver's license.

TOOLS AND EQUIPMENT USED

Phone, computer, calculator, copy machine, scanner, fax machine, Windows-based software, Word, Excel, Access, and City vehicle.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk, use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Usual office working conditions. The noise level in the work area is typical of most office environments with telephones, personal interruptions, and background noises but may be a little loud depending on the day.

EMPLOYEE ACKNOWLEDGEMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the **Court Clerk** job description. I understand that it is my responsibility to adhere to the guidelines of the expectations, hours of work and essential duties outlined within this job description.

Employee Signature: _____

Date: _____

Print Name: _____

Manager Signature: _____

Date: _____

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 03/14/2019 - 1:16PM
 Batch: 00003.03.2019 - AP 3.11.19 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ADVENTIST HEALTH- OCCUPATIONAL MEDICINE, ATTN: TECL									
000684									
80431	3/11/2019	368.75	0.00	03/11/2019				False	0
703-734-052019 Professional Services				HEARING TESTING					
80431	3/11/2019	368.75	0.00	03/11/2019				False	0
100-705-052019 Professional Services				HEARING TESTING					
80431 Total:		737.50							
ADVENTIST HEALTH- O		737.50							
AMY LINDGREN LAW LLC									
34899									
360	3/11/2019	11,347.50	0.00	03/11/2019				False	0
100-704-052019 Professional Services				JANUARY 2019 JUDICIAL SERVICES					
360 Total:		11,347.50							
AMY LINDGREN LAW L		11,347.50							
BEAVER BARK, INC.									
002520									
196208	2/6/2019	130.00	0.00	03/11/2019				False	0
100-708-052001 Operating Supplies				5 YARDS FIR					
196208 Total:		130.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
BEAVER BARK, INC. Tot		130.00							
CARQUEST AUTO PARTS STORES									
005845									
02282019	2/28/2019	72.31	0.00	03/11/2019				False	0
701-000-052001 Operating Supplies				AUTO PARTS					
02282019 Total:		72.31							
CARQUEST AUTO PART		72.31							
CARY, DAN									
CARYD									
03132019	3/13/2019	60.00	0.00	03/11/2019				False	0
100-710-052087 Commission Stipends				PLANNING COMMISSION STIPEND					
03132019 Total:		60.00							
CARY, DAN Total:		60.00							
CENTERLOGIC, INC.									
011595									
50818	3/4/2019	149.99	0.00	03/11/2019				False	0
702-000-052005 Small Equipment				WIRELESS ACCESS					
50818 Total:		149.99							
50825	3/4/2019	2,196.24	0.00	03/11/2019				False	0
702-000-052005 Small Equipment				DELL OPTIPLEX					
50825 Total:		2,196.24							
50932	3/4/2019	630.00	0.00	03/11/2019				False	0
702-000-052019 Professional Services				IT SUPPORT					
50932 Total:		630.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
50954	3/4/2019	5,818.00	0.00	03/11/2019				False	0
702-000-052006 Computer Maintenance				AGREEMENT MSP SONICWALL FAAS					
50954 Total:		5,818.00							
51132	3/5/2019	325.00	0.00	03/11/2019				False	0
702-000-052006 Computer Maintenance				SECURE BACKUP					
51132 Total:		325.00							
51161	3/6/2019	2,113.98	0.00	03/11/2019				False	0
702-000-052005 Small Equipment				DELL LATITUDE					
51161 Total:		2,113.98							
CENTERLOGIC, INC. To		11,233.21							
CENTURY LINK									
034002									
03042019	3/4/2019	69.67	0.00	03/11/2019				False	0
702-000-052010 Telephone				909 PW					
03042019	3/4/2019	83.43	0.00	03/11/2019				False	0
702-000-052010 Telephone				228 PW					
03042019	3/4/2019	89.30	0.00	03/11/2019				False	0
702-000-052010 Telephone				798 CH					
03042019	3/4/2019	42.56	0.00	03/11/2019				False	0
603-737-052010 Telephone				293 WWTP					
03042019	3/4/2019	42.56	0.00	03/11/2019				False	0
603-736-052010 Telephone				654 WWTP					
03042019	3/4/2019	42.56	0.00	03/11/2019				False	0
603-737-052010 Telephone				600 WWTP					
03042019	3/4/2019	220.81	0.00	03/11/2019				False	0
603-737-052010 Telephone				488 WWTP					
03042019	3/4/2019	42.56	0.00	03/11/2019				False	0
603-736-052010 Telephone				688 WWTP					
03042019	3/4/2019	42.56	0.00	03/11/2019				False	0
702-000-052010 Telephone				579 PW					
03042019	3/4/2019	106.09	0.00	03/11/2019				False	0
702-000-052010 Telephone				967 CH					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
03042019 Total:		782.10							
CENTURY LINK Total:		782.10							
CITY OF CLATSKANIE									
006929									
03082019	3/8/2019	80.00	0.00	03/11/2019				False	0
100-703-052018 Professional Development				4- COUNCIL CITY COUNTY MTG DINNERS					
03082019	3/8/2019	20.00	0.00	03/11/2019				False	0
100-701-052018 Professional Development				1- CITY COUNTY MTG DINNERS					
03082019 Total:		100.00							
CITY OF CLATSKANIE T		100.00							
CLOUD RECORDS MANAGEMENT SOLUTION, CHAVES									
006630									
190228	3/1/2019	296.16	0.00	03/11/2019				False	0
100-702-052019 Professional Services				MONTHLY USER FEE OR 0486 ERMS SAAS					
190228 Total:		296.16							
CLOUD RECORDS MAN		296.16							
COHEN, GREG									
COHEN									
03132019	3/13/2019	90.00	0.00	03/11/2019				False	0
100-710-052087 Commission Stipends				PLANNING COMMISSION STIPEND					
03132019 Total:		90.00							
COHEN, GREG Total:		90.00							

COLUMBIA CO. DEPT. OF COMM. JUSTICE

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
007581									
20191CSH	3/7/2019	750.00	0.00	03/11/2019				False	0
703-734-052019 Professional Services				WORK CREW					
20191CSH	3/7/2019	1,875.00	0.00	03/11/2019				False	0
100-708-052019 Professional Services				WORK CREW					
20191CSH Total:		2,625.00							
20192CSH	3/7/2019	1,500.00	0.00	03/11/2019				False	0
100-708-052019 Professional Services				WORK CREW					
20192CSH	3/7/2019	375.00	0.00	03/11/2019				False	0
703-734-052019 Professional Services				WORK CREW					
20192CSH Total:		1,875.00							
COLUMBIA CO. DEPT. O		4,500.00							
COLUMBIA RIVER P.U.D.									
008325									
03042019	3/4/2019	7,898.05	0.00	03/11/2019				False	0
603-737-052003 Utilities				38633					
03042019 Total:		7,898.05							
COLUMBIA RIVER P.U.D		7,898.05							
COMCAST									
COMCAST									
03072019	3/7/2019	122.93	0.00	03/11/2019				False	0
702-000-052003 Utilities				9144 PW					
03072019 Total:		122.93							
03112019	3/11/2019	1,052.22	0.00	03/11/2019				False	0
702-000-052003 Utilities				4669 CH LIB POLICE					
03112019 Total:		1,052.22							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

COMCAST Total:	1,175.15								
----------------	----------	--	--	--	--	--	--	--	--

DAHLGRENS DO IT BEST BUILDERS SUPPLY

009800									
02262019	2/26/2019	86.99	0.00	03/11/2019				False	0
703-734-052001 Operating Supplies				MATERIALS ACCT 10026					
02262019	2/26/2019	37.98	0.00	03/11/2019				False	0
603-735-052001 Operating Supplies				MATERIALS ACCT 10026					
02262019	2/26/2019	69.99	0.00	03/11/2019				False	0
603-735-052001 Operating Supplies				MATERIALS ACCT 10026					
02262019	2/26/2019	87.33	0.00	03/11/2019				False	0
100-706-052023 Facility Maintenance				MATERIALS ACCT 10026					
02262019	2/26/2019	11.95	0.00	03/11/2019				False	0
100-706-052023 Facility Maintenance				MATERIALS ACCT 10026					
02262019	2/26/2019	8.58	0.00	03/11/2019				False	0
100-715-052023 Facility Maintenance				MATERIALS ACCT 10026					
02262019	2/26/2019	27.96	0.00	03/11/2019				False	0
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	190.29	0.00	03/11/2019				False	0
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	23.99	0.00	03/11/2019				False	0
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	4.79	0.00	03/11/2019				False	0
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	20.89	0.00	03/11/2019				False	0
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	134.98	0.00	03/11/2019				False	0
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	88.49	0.00	03/11/2019				False	0
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	207.92	0.00	03/11/2019				False	0
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	19.96	0.00	03/11/2019				False	0
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	3.49	0.00	03/11/2019				False	0
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	27.98	0.00	03/11/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	124.33	0.00	03/11/2019	False0				
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	7.98	0.00	03/11/2019	False0				
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	0.39	0.00	03/11/2019	False0				
704-000-053017 Capital Outlay - Rec Center				MATERIALS ACCT 10026					
02262019	2/26/2019	19.98	0.00	03/11/2019	False0				
100-715-052023 Facility Maintenance				MATERIALS ACCT 10026					
02262019 Total:		1,206.24							
DAHLGRENS DO IT BES		1,206.24							
DILLON, TERESA									
DI									
01112019	1/11/2019	10.00	0.00	03/11/2019	False0				
100-704-052019 Professional Services				JURY DUTY R. BROWN					
01112019 Total:		10.00							
DILLON, TERESA Total:		10.00							
DURAN, MALINDA R.									
010948									
02272019	2/27/2019	23.40	0.00	03/11/2019	False0				
100-705-052024 Miscellaneous				REIMB. M. DURAN PARKING RMS REFRESH MEETIN					
02272019 Total:		23.40							
DURAN, MALINDA R. To		23.40							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
35488	2/5/2019	119.13	0.00	03/11/2019	False0				
601-731-052001 Operating Supplies				ROCK					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		<hr/>							
	35488 Total:	119.13							
35540	2/20/2019	19.46	0.00	03/11/2019				False	0
100-708-052001	Operating Supplies			ROCK					
		<hr/>							
	35540 Total:	19.46							
35610	3/5/2019	255.02	0.00	03/11/2019				False	0
704-000-053023	Capital Outlay - GCliff Proj			ROCK					
		<hr/>							
	35610 Total:	255.02							
35622	3/6/2019	131.45	0.00	03/11/2019				False	0
704-000-053023	Capital Outlay - GCliff Proj			ROCK					
		<hr/>							
	35622 Total:	131.45							
35635	3/8/2019	138.79	0.00	03/11/2019				False	0
704-000-053023	Capital Outlay - GCliff Proj			ROCK					
		<hr/>							
	35635 Total:	138.79							
		<hr/>							
	EAGLE STAR ROCK PRO	663.85							
		<hr/>							
EDSON, CLARK									
EDS									
01112019	1/11/2019	10.00	0.00	03/11/2019				False	0
100-704-052019	Professional Services			JURY DUTY R. BROWN					
		<hr/>							
	01112019 Total:	10.00							
		<hr/>							
	EDSON, CLARK Total:	10.00							
		<hr/>							
GARDNER, STEPHEN									
84444									
01112019	1/11/2019	10.00	0.00	03/11/2019				False	0
100-704-052019	Professional Services			JURY DUTY R. BROWN					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
01112019 Total:		10.00							
GARDNER, STEPHEN To		10.00							
GINTHER, ARTHUR GIN									
01112019	1/11/2019	10.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				JURY DUTY R. BROWN					
01112019 Total:		10.00							
GINTHER, ARTHUR Tota		10.00							
HOFF, ANTHONY S. 85441									
0002907	3/10/2019	275.00	0.00	03/11/2019				False	0
100-000-020200 Bail Deposit				BOND TRANSFER A HOFF					
0002907 Total:		275.00							
HOFF, ANTHONY S. Tota		275.00							
HUBBARD, RUSSELL HUBBAR.R									
03132019	3/13/2019	60.00	0.00	03/11/2019				False	0
100-710-052087 Commission Stipends				PLANNING COMMISSION STIPEND					
03132019 Total:		60.00							
HUBBARD, RUSSELL To		60.00							
HUDSON GARBAGE SERVICE 015875									
10198325	3/1/2019	92.64	0.00	03/11/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-705-052023 Facility Maintenance				7547					
10198325 Total:		92.64							
10198326	3/1/2019	86.99	0.00	03/11/2019				False	0
703-734-052003 Utilities				7555					
10198326 Total:		86.99							
10198327	3/1/2019	447.27	0.00	03/11/2019				False	0
100-705-052023 Facility Maintenance				7598					
10198327 Total:		447.27							
10198328	3/1/2019	341.44	0.00	03/11/2019				False	0
100-715-052023 Facility Maintenance				7601					
10198328 Total:		341.44							
10198329	3/1/2019	173.24	0.00	03/11/2019				False	0
100-708-052003 Utilities				7636					
10198329 Total:		173.24							
10198792	3/1/2019	123.42	0.00	03/11/2019				False	0
202-722-052023 Facility Maintenance				1026					
10198792 Total:		123.42							
HUDSON GARBAGE SER		1,265.00							
INGRAM LIBRARY SERVICES, INC.									
016240									
39148052	3/6/2019	12.15	0.00	03/11/2019				False	0
100-706-052033 Printed Materials				20C7921 BOOKS					
39148052 Total:		12.15							
39148053	3/6/2019	16.86	0.00	03/11/2019				False	0
100-706-052033 Printed Materials				20C7921 BOOKS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
39148053 Total:		16.86							
39148054	3/6/2019	87.26	0.00	03/11/2019				False	0
100-706-052033 Printed Materials				20C7921 BOOKS					
39148054 Total:		87.26							
39148055	3/6/2019	188.24	0.00	03/11/2019				False	0
100-000-021300 Library Replacement Fines				20C7921 BOOKS					
39148055 Total:		188.24							
INGRAM LIBRARY SERV		304.51							
INTERSTATE BATTERY OF									
016626									
40043523	2/6/2019	113.95	0.00	03/11/2019				False	0
701-000-052001 Operating Supplies				TIRES					
40043523 Total:		113.95							
40043664	2/20/2019	191.85	0.00	03/11/2019				False	0
701-000-052001 Operating Supplies				TIRES					
40043664 Total:		191.85							
INTERSTATE BATTERY		305.80							
JOHNSON, JENNIFER A.									
017039									
03142019	3/14/2019	530.95	0.00	03/11/2019				False	0
100-707-052018 Professional Development				REIMB PAYROLL ACCOUNTING CLASS J. JOHNSON					
03142019 Total:		530.95							
JOHNSON, JENNIFER A.		530.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
JORDAN RAMIS PC 030274									
154563	2/27/2019	200.00	0.00	03/11/2019				False	0
603-735-052019 Professional Services				PAUL JOE BINGS					
154563 Total:		200.00							
155048	2/27/2019	1,225.00	0.00	03/11/2019				False	0
100-715-052049 Litigation Settlement				LEGAL SERVICES A MILTICH					
155048 Total:		1,225.00							
155049	2/27/2019	2,312.50	0.00	03/11/2019				False	0
100-715-052049 Litigation Settlement				VANNATTA LUBA APPEAL					
155049 Total:		2,312.50							
155050	2/27/2019	175.50	0.00	03/11/2019				False	0
703-733-052019 Professional Services				LEGAL SERVICES PUBLIC WORKS ENGINEERING					
155050 Total:		175.50							
155051	2/27/2019	626.50	0.00	03/11/2019				False	0
100-704-052019 Professional Services				LEGAL SERVICES					
155051	2/27/2019	850.00	0.00	03/11/2019				False	0
100-707-052019 Professional Services				LEGAL SERVICES					
155051	2/27/2019	179.00	0.00	03/11/2019				False	0
100-708-052019 Professional Services				LEGAL SERVICES					
155051	2/27/2019	39.00	0.00	03/11/2019				False	0
100-701-052019 Professional Services				LEGAL SERVICES					
155051 Total:		1,694.50							
JORDAN RAMIS PC Tota		5,607.50							
KING, SHAYLA KIN									
01112019	1/11/2019	10.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				JURY DUTY R. BROWN					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
01112019 Total:		10.00							
KING, SHAYLA Total:		10.00							
KITTELSON & ASSOCIATES									
511211									
0100588	2/18/2019	4,173.55	0.00	03/11/2019				False	0
205-000-052019 Professional Services				PROF SERVICES THROUGH JAN 31 PROJECT R-685 2					
0100588 Total:		4,173.55							
KITTELSON & ASSOCIA		4,173.55							
KUNDERS, AARON									
017792									
0308219	3/8/2019	160.06	0.00	03/11/2019				False	0
603-736-052018 Professional Development				REIMB MILES MEALS A. KUNDERS OAWU TECH CO					
0308219	3/8/2019	160.06	0.00	03/11/2019				False	0
603-737-052018 Professional Development				REIMB MILES MEALS A. KUNDERS OAWU TECH CO					
0308219 Total:		320.12							
KUNDERS, AARON Tota		320.12							
LAWRENCE OIL CO.									
018030									
019001-1905901	3/7/2019	736.04	0.00	03/11/2019				False	0
703-734-052022 Fuel / Oil				247748					
019001-1905901	3/7/2019	49.13	0.00	03/11/2019				False	0
703-734-052022 Fuel / Oil				247750					
019001-1905901	3/7/2019	21.80	0.00	03/11/2019				False	0
601-732-052022 Fuel / Oil				247752					
019001-1905901 Total:		806.97							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
LAWRENCE OIL CO. Tot		806.97							
LAWRENCE, KATHRYN									
LAWREN.K									
03132019	3/13/2019	90.00	0.00	03/11/2019				False	0
100-710-052087 Commission Stipends		PLANNING COMMISSION STIPEND							
03132019 Total:		90.00							
LAWRENCE, KATHRYN		90.00							
LEAGUE OF OREGON CITIES									
018100									
2019--200375	7/1/2019	9,840.50	0.00	03/11/2019				False	0
100-703-052018 Professional Development		MEMEBERSHIP DUES							
2019--200375 Total:		9,840.50							
LEAGUE OF OREGON C		9,840.50							
LES SCHWAB TIRE CENTER									
030250									
02082019	2/8/2019	333.40	0.00	03/11/2019				False	0
701-000-052001 Operating Supplies		TRUCK CHAIN							
02082019 Total:		333.40							
LES SCHWAB TIRE CEN		333.40							
LUCY HEIL ATTORNEY AT LAW									
9585									
ALVIN	2/4/2019	125.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services		MICHAEL ALVIN							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	ALVIN Total:	125.00							
EMERSON	2/4/2019	200.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				NICHOLAS EMERSON					
	EMERSON Total:	200.00							
FRANKS	2/4/2019	125.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				SHANE FRANKS					
	FRANKS Total:	125.00							
STEWART	2/4/2019	200.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				CHRISTPHER STEWART					
	STEWART Total:	200.00							
SUMPTER	2/4/2019	200.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				JAMIE L SUMPTER					
	SUMPTER Total:	200.00							
VOLK	2/4/2019	250.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				LARRY VOLK					
	VOLK Total:	250.00							
WITHERSPOON	2/4/2019	200.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				PAULA WITHERSOPPON					
	WITHERSPOON Total:	200.00							
	LUCY HEIL ATTORNEY	1,300.00							
MAILBOXES NORTHWEST									
019366									
03022019	3/2/2019	47.04	0.00	03/11/2019				False	0
603-737-052064 Lab Testing				ALS SHIPPING					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
03022019 Total:		47.04							
MAILBOXES NORTHWE		47.04							
MASON, BRUCE, & GIRARD, INC.									
019413									
25172	2/19/2019	8,106.62	0.00	03/11/2019				False	0
202-724-052019 Professional Services				MILTON CREEK FOREST INV PLANNING 0100308- CI					
25172 Total:		8,106.62							
MASON, BRUCE, & GIR		8,106.62							
MCKINNIS, VICKI									
MCKNNS.V									
01112019	1/11/2019	10.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				JURY DUTY R. BROWN					
01112019 Total:		10.00							
MCKINNIS, VICKI Total:		10.00							
MCNULTY WATER PEOPLES UTILITY DISTRICT									
020116									
03012019	3/1/2019	24.00	0.00	03/11/2019				False	0
100-715-052003 Utilities				ACCOUNT 1196-1 YEARLY FEE MILLARD WETLAND					
03012019 Total:		24.00							
MCNULTY WATER PEOP		24.00							
METRO PLANNING INC.									
020291									
4835	3/10/2019	112.50	0.00	03/11/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-710-052006 Computer Maintenance				GIS HOSTING					
4835	3/10/2019	37.50	0.00	03/11/2019				False	0
703-733-052026 Equipment Fund Charges				GIS HOSTING					
4835 Total:		150.00							
METRO PLANNING INC		150.00							
METROPRESORT 020292									
IN606386	3/7/2019	3,083.96	0.00	03/11/2019				False	0
100-707-052019 Professional Services				REG STATEMENTS UB					
IN606386 Total:		3,083.96							
METROPRESORT Total:		3,083.96							
MIDWEST TAPE 020427									
97052416	3/1/2019	17.24	0.00	03/11/2019				False	0
100-706-052034 Visual Materials				DVD					
97052416 Total:		17.24							
97052417	3/1/2019	334.34	0.00	03/11/2019				False	0
100-706-052034 Visual Materials				DVD					
97052417 Total:		334.34							
MIDWEST TAPE Total:		351.58							
MOSS, KRISTINA MO									
01112019	1/11/2019	10.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				JURY DUTY R. BROWN					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
01112019 Total:		10.00							
MOSS, KRISTINA Total:		10.00							
NATIONAL BUSINESS FURNITURE									
020832									
MK521248	3/11/2019	67.80	0.00	03/11/2019				False	0
704-000-053018 Capital Outlay - City Hall				MAGAZINE WALL RACK					
MK521248 Total:		67.80							
NATIONAL BUSINESS F		67.80							
NELSON, SUSAN									
020935									
03122019	3/12/2019	71.46	0.00	03/11/2019				False	0
703-733-052018 Professional Development				MILEAGE REIMB. S. NELSON REG DISASTER PREPA					
03122019 Total:		71.46							
NELSON, SUSAN Total:		71.46							
PAPE MACHINERY									
024755									
PM 214474 S	2/25/2019	134,346.56	0.00	03/11/2019				False	0
701-000-053001 Capital Outlay				JOHN DEERE 410L BACKHOE LOADER PURCHASE					
PM 214474 S Total:		134,346.56							
PAPE MACHINERY Total		134,346.56							
PAULY, ROGERS AND CO., P.C.									
025320									
11611	3/1/2019	27,250.00	0.00	03/11/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-707-052019 Professional Services				JUNE 30, 2018 AUDIT					
11611 Total:		27,250.00							
PAULY, ROGERS AND C		27,250.00							
PEAK ELECTRIC GROUP, LLC									
PEAK.ELE									
190106	3/8/2019	405.00	0.00	03/11/2019				False	0
704-000-053018 Capital Outlay - City Hall				REMOVED POWER CONDUCTORS ST. HELENS SCHC					
190106 Total:		405.00							
PEAK ELECTRIC GROU		405.00							
PORTLAND GENERAL ELECTRIC									
025702									
03132019	3/13/2019	41.33	0.00	03/11/2019				False	0
205-000-052003 Utilities				4854421000					
03132019 Total:		41.33							
PORTLAND GENERAL E		41.33							
RICOH USA, INC.									
027294									
101819783	3/4/2019	215.09	0.00	03/11/2019				False	0
100-705-052023 Facility Maintenance				1496666-3356313					
101819783 Total:		215.09							
RICOH USA, INC. Total:		215.09							
ROCKDASCHE, ANTHONY									
ROCK									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
01112019	1/11/2019	10.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				JURY DUTY R. BROWN					
01112019 Total:		10.00							
ROCKDASCHE, ANTHO		10.00							
ROHLOFF, JANET OH									
01112019	1/11/2019	10.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				JURY DUTY R. BROWN					
01112019 Total:		10.00							
ROHLOFF, JANET Total:		10.00							
SCAPPOOSE PUBLIC LIBRARY 7844									
03132019	3/13/2019	55.68	0.00	03/11/2019				False	0
203-706-052090 LSTA Union Grant Expenses				MILEAGE EXP FOR SCAP LIB PASPORT LIB CARD					
03132019 Total:		55.68							
SCAPPOOSE PUBLIC LI		55.68							
SCHNEIDER, ZACHARY SCHNE									
01112019	1/11/2019	10.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				JURY DUTY R. BROWN					
01112019 Total:		10.00							
SCHNEIDER, ZACHARY		10.00							

SEMLING, SHIELA

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
SMLNG.SH									
03132019	3/13/2019	90.00	0.00	03/11/2019				False	0
100-710-052087 Commission Stipends				PLANNING COMMISSION STIPEND					
	03132019 Total:	90.00							
	SEMLING, SHIELA Total	90.00							
SHRED-IT USA, LLC									
SHRED-IT									
8126746800	2/28/2019	91.90	0.00	03/11/2019				False	0
100-715-052019 Professional Services				CITY HALL SHRED 13627551					
	8126746800 Total:	91.90							
8126750027	2/28/2019	135.39	0.00	03/11/2019				False	0
100-705-052019 Professional Services				POLICE SHRED 13664225					
	8126750027 Total:	135.39							
	SHRED-IT USA, LLC Tot	227.29							
STENBERG, JULIE									
5412									
03132019	3/13/2019	60.00	0.00	03/11/2019				False	0
100-710-052087 Commission Stipends				PLANNING COMMISSION STIPEND					
	03132019 Total:	60.00							
	STENBERG, JULIE Total:	60.00							
TPHFCC									
007577									
03052019	3/5/2019	65.51	0.00	03/11/2019				False	0
703-734-052019 Professional Services				900006552 VACCINE R STAUFFER					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
03052019 Total:		65.51							
TPHFCC Total:		65.51							
TVW INC									
033827									
0038296-IN	2/28/2019	1,616.22	0.00	03/11/2019				False	0
100-715-052023 Facility Maintenance				SERVICE CITY HALL					
0038296-IN Total:		1,616.22							
0038298-IN	2/28/2019	352.78	0.00	03/11/2019				False	0
100-705-052023 Facility Maintenance				SERVICE POLICE					
0038298-IN	2/28/2019	1,472.16	0.00	03/11/2019				False	0
100-706-052023 Facility Maintenance				SERVICE COL CENTER					
0038298-IN Total:		1,824.94							
TVW INC Total:		3,441.16							
TYLER TECHNOLOGIES INC									
452112									
025-251572	2/20/2019	7,500.00	0.00	03/11/2019				False	0
702-000-052019 Professional Services				PROJECT MANAGEMENT FINANCIALS					
025-251572 Total:		7,500.00							
TYLER TECHNOLOGIES		7,500.00							
U.S. BANK EQUIPMENT FINANCE									
033955									
379244395	2/28/2019	99.00	0.00	03/11/2019				False	0
100-715-052021 Equipment Maintenance				CONTRACT PAYMENT KYOCERA					
379244395 Total:		99.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	U.S. BANK EQUIPMENT	99.00							
VERIZON WIRELESS 000720									
9824608795	2/20/2019	36.16	0.00	03/11/2019				False	0
100-701-052010 Telephone				871458396-0001					
9824608795	2/20/2019	88.15	0.00	03/11/2019				False	0
100-711-052010 Telephone				871458396-0001					
9824608795	2/20/2019	133.17	0.00	03/11/2019				False	0
601-732-052010 Telephone				871458396-0001					
9824608795	2/20/2019	43.51	0.00	03/11/2019				False	0
603-736-052010 Telephone				871458396-0001					
9824608795	2/20/2019	43.51	0.00	03/11/2019				False	0
603-737-052010 Telephone				871458396-0001					
9824608795	2/20/2019	37.29	0.00	03/11/2019				False	0
603-738-052010 Telephone				871458396-0001					
9824608795	2/20/2019	80.02	0.00	03/11/2019				False	0
601-731-052010 Telephone				871458396-0001					
9824608795	2/20/2019	154.37	0.00	03/11/2019				False	0
703-733-052010 Telephone				871458396-0001					
9824608795	2/20/2019	51.99	0.00	03/11/2019				False	0
701-000-052010 Telephone				871458396-0001					
9824608795	2/20/2019	246.25	0.00	03/11/2019				False	0
703-734-052010 Telephone				871458396-0001					
9824608795	2/20/2019	88.15	0.00	03/11/2019				False	0
100-709-052010 Telephone				871458396-0001					
9824608795 Total:		1,002.57							
9825188784	3/1/2019	169.78	0.00	03/11/2019				False	0
702-000-052010 Telephone				242060134-00001 PW					
9825188784 Total:		169.78							
VERIZON WIRELESS To		1,172.35							

WASHBURN, STEPHEN

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
8966									
01112019	1/11/2019	10.00	0.00	03/11/2019				False	0
100-704-052019 Professional Services				JURY DUTY R. BROWN					
	01112019 Total:	10.00							
	WASHBURN, STEPHEN	10.00							
WASTE MANAGEMENT OF OREGON									
007750									
0627003-1514-6	3/1/2019	418.83	0.00	03/11/2019				False	0
704-000-053017 Capital Outlay - Rec Center				20 YD ROLLOFF REC CENTER					
	0627003-1514-6 Total:	418.83							
	WASTE MANAGEMENT	418.83							
WEBSTER, AUDREY									
WEBSTERA									
03132019	3/13/2019	90.00	0.00	03/11/2019				False	0
100-710-052087 Commission Stipends				PLANNING COMMISSION STIPEND					
	03132019 Total:	90.00							
	WEBSTER, AUDREY Tot	90.00							
WEIGANDT, WAYNE									
WEIGANDT									
03132019	3/13/2019	3,171.91	0.00	03/11/2019				False	0
602-000-053001 Capital Outlay				SDC REIMB WATERMAIN CONST DEVELOPER					
	03132019 Total:	3,171.91							
	WEIGANDT, WAYNE Tot	3,171.91							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
WESTERN COLLECTION BUREAU INC									
21111									
13970	3/1/2019	126.57	0.00	03/11/2019				False	0
601-000-034018 Collections				CHECK REC FOR SCOTT BIGSON 018756-000					
13970 Total:		126.57							
WESTERN COLLECTION		126.57							
WETLAND SOLUTIONS NORTHWEST, LLC									
036768									
18122-2	3/5/2019	1,472.50	0.00	03/11/2019				False	0
202-722-052019 Professional Services				WETLAND DELINEATION BOISE WHITE PAPER 1/26-					
18122-2 Total:		1,472.50							
WETLAND SOLUTIONS		1,472.50							
WILCOX & FLEGEL									
037003									
0345349-IN	1/23/2019	106.70	0.00	03/11/2019				False	0
701-000-052001 Operating Supplies				MOBIL NUTO					
0345349-IN Total:		106.70							
0345557-IN	1/28/2019	287.97	0.00	03/11/2019				False	0
100-708-052022 Fuel / Oil				PARKS FUEL					
0345557-IN Total:		287.97							
WILCOX & FLEGEL Tota		394.67							
WIRE WORKS LLC									
035698									
7343	3/6/2019	2,497.00	0.00	03/11/2019				False	0
701-000-053001 Capital Outlay				WRAP FOR 2019 FORD SUV					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

7343 Total:	2,497.00
WIRE WORKS LLC Total	2,497.00
Report Total:	260,681.68