



CITY COUNCIL REGULAR SESSION

Wednesday, November 06, 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. **Ordinances - First Reading**
 - 4.a. Ordinance No. 3245: An Ordinance to Annex and Designate the Zone of Certain Property at 58646 McNulty Way
[Ord No 3245 - Annex 58646 McNulty Way PENDING 112019.pdf](#)
5. **Resolutions**
 - 5.a. Resolution No. 1865: A Resolution Determining that a Nuisance Exists Upon Property Located at 264 S. 20th Street within the City of St. Helens and Directing that Notice to Abate the Nuisance be Posted on Said Premises
[Res No 1865 - Existence of Nuisance 264 S 20th St Posting of Notice PENDING 110619.pdf](#)
 - 5.b. Resolution No. 1866: A Resolution Adopting a Universal Fee Schedule, and Superseding Resolution No. 1862
[Res No 1866 - Adopt Universal Fee Schedule w PW Fees PENDING 110619.pdf](#)
6. **Approve and/or Authorize for Signature**

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- 6.a. Request for Proposals for IT Services
[RFP - IT Services 2019 FINAL.pdf](#)
- 6.b. Agreement with Erskine Law Practice, LLC for Prosecutorial Services
[PSA - Erskine, Samuel - Prosecutorial Services 2019.pdf](#)
- 6.c. Contract Payments
[110619 Contract Payments.pdf](#)

7. Appointments to Boards/Commissions

- 7.a. Appointments to City Boards & Commissions
[110619 Apts to Boards and Commissions.pdf](#)

8. Consent Agenda for Acceptance

- 8.a. Parks & Trails Commission Minutes dated August 12, 2019
[081219 PTC Minutes APPROVED.pdf](#)
- 8.b. Library Board Minutes dated September 9, 2019
[090919 LB Minutes APPROVED.pdf](#)

9. Consent Agenda for Approval

- 9.a. Council Work Session, Executive Session, and Regular Session Minutes dated September 18, 2019
[110619 Council Minutes TO BE APPROVED.pdf](#)
- 9.b. Declare Surplus Property - Public Works Department
[110619 Surplus Property - Public Works Dept.pdf](#)
- 9.c. Accounts Payable Bill Lists
[09C. AP Bill Lists.pdf](#)

10. Mayor Scholl Reports

11. Council Member Reports

12. Department Reports

13. Other Business

14. Adjourn

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City of St. Helens
ORDINANCE NO. 3245

**AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY AT 58646 McNULTY WAY**

WHEREAS, applicant Columbia Community Mental Health has requested to annex to the City of St. Helens certain property at 58646 McNulty Way (formerly 2185 and 2195 Gable Road). This property is also described per **Exhibit A** and depicted per **Exhibit B**; and

WHEREAS, the applicant has consented in writing to the proposed annexation; and

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

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

WHEREAS, appropriate notice has been given and a public hearing was held October 16, 2019 on the annexation proposal; and

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

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

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

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

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Light Industrial, LI.

Section 4. The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Light Industrial, LI.

Section 5. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.2.19 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

Section 6. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: November 6, 2019
Read the second time: November 20, 2019

APPROVED AND ADOPTED this 20th day of November, 2019 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land located in the NW ¼ of the NW ¼ of Section 9, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point, the **True Point of Beginning**, where the Southerly right-of-way line of Gable Road and the Easterly right-of-way line of McNulty Way intersect;

Thence East along the Southerly right-of-way of Gable Road a distance of 833.45 feet;

Thence leaving said road, South 12°42' West a distance of 400 feet;

Thence North 77°18' West a distance of 351.94 feet;

Thence North 53°56' East a distance of 78.83 feet;

Thence North 55°07' West a distance of 324 feet;

Thence North 60°39' West a distance of 244.2 feet;

Thence North along the Easterly right-of-way line of McNulty Way to the **True Point of Beginning**.

**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Annexation A.2.19**

APPLICANT: Columbia Community Mental Health

OWNERS: Same

ZONING: Columbia County's Light Manufacturing, M-2

LOCATION: *2185 & 2195 Gable Road, 4N1W-9BB-300

*These addresses were in place at the time of the annexation request, but have since been abandoned as part of CCMH's development in favor of one address for the entire complex: **58646 McNulty Way**. This issue is addressed via Columbia County file DR 18-07.

PROPOSAL: The property owner filed consent to annex because it was a condition of approval for a Type I Design Review (DR 18-07) for two new modular office structures given connection to City of St. Helens water.

SITE INFORMATION / BACKGROUND

The subject property is an irregular-shaped corner lot at approximately 5.67 acres. It is made up of two parcels which have a restrictive covenant that ties them together via Inst. No. 2016-010344. The property abuts Gable Road and McNulty Way. It is accessed by Gable Road with one semi-paved asphalt driveway. Gable Road is a developed minor arterial-classified street without frontage improvements (sidewalks, curb, and landscape strip) on either side. McNulty Way is a collector-classified developed street, with frontage improvements abutting the property to be developed by December 2019. Frontage improvements are included in County file DR 18-07.

The property is just north of the main Columbia Community Mental Health building (58646 McNulty Way). It is currently developed with five structures, one of which is addressed at 2195 Gable Road. This former detached single-family dwelling was converted to a Youth and Family Counseling Center in 2017 with Columbia County file DR 17-03. DR 17-03 also authorized the installation of a 2,505 sq. ft. modular office structure. DR 18-07 was conditionally approved for the development of two new modular office structures at 1,440 sq. ft. and 560 sq. ft. which have already been placed on the site, but not yet occupied. One of the County's conditions for County file DR 18-07 was to apply for annexation into the City. The site's remaining (former) detached single-family dwelling, addressed at 2185 Gable Road, is planned for demolition with DR 18-07. The parcel is relatively flat with numerous mature trees near the undeveloped portion of the property along McNulty Way.

The main reason behind this annexation is connection to City water. This was not the original proposal and was discovered by CCMH staff around January of 2019. The City investigated and confirmed. In January of this year, AKAAN Architecture and Design, LLC created a map utility map showing connections on the site for CCMH. This was at the request of the City for both the City and CCMH to understand what had been done, as the project had a tumultuous history. Staff spoke to Al Petersen with AKAAN who said he researched a well and personally knew of

its location, but relied on Mark Comfort of Comfort Construction for other information. That map did not show a connection to City water, despite the connection being made. Comfort was a private contractor hired by CCMH to help with the project but CCMH staff took over around this time. The point of this is to highlight the numerous questionable actions by Comfort for this project. In this case, misleading AKAAN, CCMH and the City about this connection; and for creation of an incorrect utility map created as the expense of CCMH.

The first incident of Comfort's tendency to mislead was a discussion between Comfort and staff around September 2015. The history of this between 2015 and 2018 was documented in a 15 page "CCMH Violation" memo from February 28, 2018—attached to the staff report provided to the Planning Commission and City Council for their public hearings for this annexation.

Abutting Zoning

North - City's Light Industrial (LI) and County's Light Manufacturing (M-2)

East - County's Light Manufacturing (M-2)

South - City's Light Industrial (LI) and County's Light Manufacturing (M-2)

West - City's General Commercial (GC)

PUBLIC HEARING & NOTICE

Hearing dates are as follows: October 8, 2019 before the Planning Commission and October 16, 2019 before the City Council.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on September 18, 2019 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on September 25, 2019. Notice was sent to the Oregon Department of Land Conservation and Development on September 6, 2019 via e-mail.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

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

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

Discussion: (a)(i) The Comprehensive Plan designation for the subject property is Unincorporated Light Industrial (ULI). Applicable designation and zoning district for annexation are discussed later.

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC. Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. By this process, the proposal complies with this aspect of the Comprehensive Plan.

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

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), and the Parks & Trails Master Plan (Ord. No. 3191), and the Riverfront Connector Plan (Ord. No. 3241).

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

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

(a)(iii) In addition, Section 3 of the City's Charter states that "annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate." However, during the 2016 Legislative Assembly, Senate Bill 1578 was passed. It states that a City shall annex the territory without submitting the proposal to the electors if certain criteria are met:

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

As this proposal meets these criteria, this property will not be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

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

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

SHMC 17.08.060 – Transportation planning rule compliance

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

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County’s Light Manufacturing, M-2 and the City zoning option given annexation is Light Industrial.**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County. The City’s zoning is comparable to the

County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

Finding: No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

SHMC 17.28.030 (1) – Annexation criteria

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

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

Sewer - The site is not currently connected to City sewer. The closest City sewer is approximately 300 feet away in the Gable Road right-of-way. With regards to capacity, the City's waste water treatment plant currently has the capacity (physically and as permitted by DEQ) to handle 50,000 pounds of Biochemical Oxygen Demand (BOD), which is the "loading" or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Thus, any potential uses that occur on the subject property can be accommodated by the City's sanitary sewer system as infrastructure is in place or can be upgraded and there is substantial capacity available.

Transportation - As described above, this proposal poses no significant impact on a transportation facility.

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

(b) The land uses of the subject property are considered Public Facilities, Major. The remaining (former) single-family dwelling is proposed for demolition. Public Facilities, Major are a conditionally allowed use in the Light Industrial zone.

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

(c) With regards to Oregon Revised Statutes (ORS), city annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.

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

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

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

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

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

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

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

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

- ***Statewide Planning Goal 2: Land Use Planning.***
This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.

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

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

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

City water and sewer capacities are adequate to serve the subject property. This is explained above. Moreover, there is no evidence that adequate infrastructure cannot be made available to serve the annexed area if redeveloped. The existing development is adequately served.

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

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

Traffic impacts and the City's provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility.

(d) The subject property abuts two streets: Gable Road and McNulty Way.

McNulty Way is a collector-classified developed street with abutting frontage to be developed by December 2019 per County file DR 18-07. Gable Road is a developed minor arterial-classified street without frontage improvements (sidewalks, curb, and landscape strip) on either side. City standards require such improvements.

However, this property is not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements. As such, the only option is for the property owner to be required to sign and record an irrevocable consent to local improvement district, though, the applicant could improve the frontages if desired.

The existing right-of-way widths for both Gable Road and McNulty Way is sufficient for their corresponding street classification. Therefore, right-of-way dedication is not necessary.

(e) The subject property is not designated residential. Thus a needs analysis is not necessary.

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

SHMC 17.28.030 (2) – Annexation criteria

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

Discussion: The Comprehensive Plan designation is currently Unincorporated Light Industrial (ULI). Upon annexation, the Comprehensive Plan designation would thus be Light Industrial (Incorporated).

Finding: The subject property shall be designated Light Industrial (Incorporated), LI and zoned Light Industrial (LI) upon annexation depending on the determinations of the Commission and Council.

SHMC 17.112.020 – Established & Developed Area Classification criteria

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

Discussion: OAR 660-008-0005 generally defines “Buildable Land” as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned. The subject property is not zoned residential. This provision does not apply.

Finding: This provision is not applicable.

CONCLUSION & DECISION

Based upon the facts and findings herein, the City Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Light Industrial (incorporated), LI, and be zoned Light Industrial, LI, with the condition that:

Gable Road frontage abutting the subject property shall be brought into compliance with City street standards (or) property owner(s) shall sign and record an irrevocable consent to a local improvement district.

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

Rick Scholl, Mayor

Date

City of St. Helens
RESOLUTION NO. 1865

**A RESOLUTION DETERMINING THAT A NUISANCE EXISTS UPON PROPERTY
LOCATED AT 264 S. 20TH STREET 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 6.04.020(c) provides that "(i) Any owner or person having custody or control of an animal shall immediately remove excrement or other solid waste deposited by the animal on public or private property.

(ii) Excrement shall be removed from primary enclosures and areas as often as necessary to prevent contamination, reduce disease hazards and minimize odors;" and

WHEREAS, St. Helens Municipal Code (SHMC) Section 8.14.040(4) provides that 4) Structure Unfit for Human Occupancy. A structure is unfit for human occupancy whenever the Building Official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities, or other essential equipment required by this chapter, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public; and

WHEREAS, the structure(s) located at 264 S. 20TH STREET, St. Helens, Oregon were determined by the Building Official to be in violation of one or more provisions of Chapter 8.14 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 at 264 S. 20TH STREET, St. Helens, Oregon constitute a nuisance under SHMC Chapter 8.14, based on the photographs of the premises, attached hereto and incorporated by reference, and information from the Building Official and Code Enforcement Officer. Council finds that the photographs show insanitary conditions caused by animal filth and excrements that have accumulated within the dwelling. Council hereby directs that the premises located at 264 S. 20TH STREET be restored to a sanitary condition by removing all animal filth and excrement.

Section 2. Council hereby directs a notice to be posted at 264 S. 20TH STREET, 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 nuisance is not completely removed from the property and disposed of in a legal manor, the City will contract services to permanently remove the nuisance from 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 3. 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 this resolution, 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 November 6, 2019, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder





City of St. Helens
RESOLUTION NO. 1866

**A RESOLUTION ADOPTING A UNIVERSAL FEE SCHEDULE, AND
SUPERSEDING RESOLUTION NO. 1862**

WHEREAS, Public Works fees for installation of water services, water meters, sanitary sewer, and storm drain connections are charged based on current costs of materials and services; and

WHEREAS, these fees require periodic updating to reflect changes in the costs of these materials and services; and

WHEREAS, recent increases in the cost of water meters, copper water service lines, and sewer and storm pipe fittings have been incurred.

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

Section 1. Exhibit A, Fee Schedule, is hereby adopted as amended.

Section 2. Exhibit A, Fee Schedule, is effective November 6, 2019.

Section 3. This Resolution supersedes Resolution No. 1862.

Approved and adopted by the City Council on November 6, 2019, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder



St. Helens Universal Fee Schedule

POLICE DEPARTMENT

Vehicle Impound Fee	\$ 100.00	Per vehicle
Bicycle Impound Fee	\$ 1.00	Per bicycle
Parking Citation	\$ 25.00	per ticket
Handicap Zone Violation	\$ 250.00	per ticket
False Alarm Response Fee, if exceeds 2 within a 12-month period	\$ 50.00	
False Alarm Response Fee, if exceeds 4 within a 12-month period	\$ 125.00	



St. Helens Universal Fee Schedule

MISCELLANEOUS FEES

Appeals Fee - General	\$ 175.00	Per appeal
Non-Sufficient Check Charge	\$ 25.00	Per check
Permit - Parade	\$ 50.00	Per event
Permit - Public Assembly	\$ 50.00	Per event
Permit - To Amplify Sound	\$ 50.00	Per event
Permit - Engage in Commercial Activity	\$ 50.00	Per event
Permit - To Use City Property During Hours of Closure	\$ 50.00	Per event
Permit - To Use Electrical Connections Owned by City	\$ 25.00	Per day
Permit - To Use Special Use Area	\$ 50.00	Per event
Permit - To Use Sidewalk Area for Furniture	\$ 50.00	Per 50 feet of street frontage used, rounded up.
Photocopies & Printouts		
8.5" x 11"	\$ 0.50	
8.5" x 14"	\$ 0.75	
11" x 17"	\$ 1.00	
Up to 36" x 36"	\$ 6.00	
Color Copies: 8.5" x 11"	\$ 1.00	
Color Copies: 8.5" x 14"	\$ 1.25	
Reproduction of Audio/Video from City Meetings	\$ 20.00	Per Cassette/CD/DVD
Police Reports	\$ 20.00	Per case (Up to 30 pages)
Reproduction of Digital Photos/Audio/Video from Police Department	\$ 20.00	Per Cassette/CD/DVD
Public Records Request	\$ 20.00	Deposit. If staff time is less than 15 min, deposit is refunded. If staff time is more than 15, labor is charged to the 1/4 hour
Lien Search	\$ 26.00	Per Lien Search
Declaration of Candidacy Fee	\$ 50.00	
Advertising Bench - Annual Inspection Fee	\$ 5.00	Per bench
Reinspection Fee by CRFR for noncompliance with code provisions	\$ 50.00	Per reinspection
CD/DVD request for information & video	\$ 20.00	
Special Abatement of Illegal Notices or Advertisements	\$ 10.00	Per notice or advertisement



St. Helens Universal Fee Schedule

LIBRARY FEES

Fines for overdue adult books, magazines, audio recordings and CDs	\$ 0.15	Per item per day. Max fine \$10 per item
Fines for overdue DVDs and other video recordings	\$ 0.50	Per item per day. Max fine \$10 per item
Fines for overdue Cultural Pass	\$ 1.50	Per pass per day. Max fine of \$10 per pass.
Nonresident Borrower Card Fee	\$ 35.00	Per year
	\$ 10.00	Per three (3) months
Interlibrary Loan	\$ 3.00	Per item
Fees for Lost or Destroyed Materials		
Books, magazines, recordings, DVDs, CDs, or any other material	-> Original list price	
Cultural Pass	\$ 30.00	
Replacing a borrower's lost card	\$ 2.00	
Missing bar code label	\$ 2.00	
Covers damaged or missing - DVD, CD or any other digital or electronic material/media	\$ 7.00	
Meeting Room Fees		
Auditorium	\$25.00	Per hour
	\$75.00	Per half day (up to 4 hours)
	\$150.00	All day (Open hours)
Armstrong	\$20.00	Per hour
	\$50.00	Per half day (up to 4 hours)
	\$95.00	All day (Open hours)
Both Rooms	\$40.00	Per hour
	\$110.00	Per half day (up to 4 hours)
	\$210.00	All day (Open hours)
Use of one or both meeting rooms outside normal Library hours	\$ 45.00	Per hour



St. Helens Universal Fee Schedule

COURT FEES

Civil Compromise Costs	\$ 300.00
Collection Fee per ORS 137.118 (3) (Maximum \$250)	25%
Community Service Fee	\$ 2.00 Per hour
Default Judgment	\$ 20.00
Discovery	\$ 20.00 Per case number (up to 30 pages)
Driver's License Reinstatement/Offense (City Portion)	\$ 20.00
Driving Record - Traffic Offenses Only (non-certified)	\$ 1.00
Failure to Appear for Bench Trial	\$ 150.00
Failure to Appear for Jury Trial	\$ 300.00
Installment Fee - for 6 month plan	\$ 25.00
Installment Fee - for 12 month plan	\$ 50.00
Warrant Issued	\$ 100.00
Withholding on County Assessment	10% at monthly distribution
Expungements	\$ 252.00
Probation Violation	\$ 50.00
Court Appointed Attorney Rates - Misdemeanor	\$ 200.00 per misdemeanor with maximum of \$400 unless approved by court
Court Appointed Attorney Rates - Probation Violation	\$ 125.00 per case with maximum of \$250 unless approved by court
Court Appointed Attorney Rates - Bench Trial	\$ 400.00
Court Appointed Attorney Rates - Jury Trial	\$ 600.00



St. Helens Universal Fee Schedule

BUSINESS LICENSE FEES

Resident Business	\$ 65.00	Cap of \$1,000
Per Employee	\$ 5.00	If business location is inside City limits
Non-Resident Business	\$ 120.00	
Residential Rentals	\$ 15.00	Per unit
Commercial Rentals	\$ 45.00	Per unit
7-Day License (non-residents only)	\$ 40.00	
Taxicab Company Permit - Initial Fee	\$ 65.00	
Taxicab Driver Permit - Initial Fee	\$ 65.00	
Taxicab Driver Permit - Renewal Fee	\$ 65.00	
Taxicab Driver Permit - Replacement Fee	\$ 10.00	Per event
Late Renewal Fee	\$ 40.00	Per month (Cap of \$120)
Transfer of License / Change of Business Ownership / Location Change	\$ 25.00	
Non-Refundable Appeals Fee	\$ 150.00	
OLCC Original Application Processing Fee	\$ 100.00	
OLCC Change in Ownership, Location, or Privilege Processing Fee	\$ 75.00	
OLCC Renewal or Temporary Applciaiton Processing Fee	\$ 35.00	
Sidewalk Vendor Application Fee	\$ 65.00	
Sidewalk Vendor Permit Fee	\$ 65.00	
Sidewalk Vendor Appeal Fee	\$ 150.00	
Marijuana Business Licenses:		<i>According to OAR 845-025-2040</i>
Producers:		<i>Indoor / Outdoor Production Size Limitations</i>
Micro Tier I	\$ 250.00	Up to 625 sf / Up to 2,500 sf
Micro Tier II	\$ 500.00	626 to 1,250 sf / 2,501 to 5,000 sf
Tier I	\$ 1,000.00	1,251 to 5,000 sf / 5,001 to 20,000 sf
Tier II	\$ 1,500.00	5,001 to 10,000 sf / 20,001 to 40,000 sf
Medical Canopy	\$ 65.00	
Processors	\$ 1,000.00	
Wholesalers	\$ 1,000.00	
Retailers	\$ 1,000.00	



St. Helens Universal Fee Schedule

SOCIAL GAMES FEES

Non-refundable Application Fee	\$ 50.00	per 12 month lease
License Fee for 1-10 Tables	\$ 50.00	per 12 month lease
License Fee for each additional table over 10	\$ 10.00	per table per 12 month lease



St. Helens Universal Fee Schedule

ENGINEERING FEES

Design Review Fee		1% Based on Engineer's Estimate
Permit for Construction of Public Improvements & Project Inspection		2% Based on Revised Engineer's Estimate
Right-Of-Way Permit	\$ 50.00	
Pavement Disturbance Fee	\$ 50.00	Fee waived for projects < \$1,000 or if part of Construction Permit
Erosion Control Permit & Inspection		> Included with Construction Permit
Other Special Services	\$ 30.00	Per hour labor, if in excess of 15 minutes



St. Helens Universal Fee Schedule

UTILITY BILLING FEES

Water Service Shut off/on: Mon-Fri 830 AM - 430 PM	\$ -	No Charge
Water Service Shut off/on: During off business hours	\$ 150.00	Per request
Failed Payment Arrangement	\$ 50.00	
Late Fee	\$ 25.00	Fee waived if bill is < \$25
Reconnection Fee (if Shutoff due to non-payment)	\$ 75.00	Fee applied on Shut-off Day
Temporary Service for New Construction	\$ 25.00	
Tampering with Meter Fees		
Tampering: Turning water on/off without City Personnel	\$ 50.00	Up to and possibly including cost of meter replacement & Labor
Tampering: Turning water on while on the current shut-off list	\$ 100.00	Up to and possibly including cost of meter replacement & Labor
Tampering: Breaking installed Lock to turn on meter	\$ 200.00	Up to and possibly including cost of meter replacement & Labor & Ticket from Police
Utility Billing Insert - B&W, 1-Sided, 8.5x11	\$ 500.00	Available to Non-Profits Only
Utility Billing Insert - B&W, 2-Sided, 8.5x11	\$ 650.00	Available to Non-Profits Only
Utility Billing Insert - Color, 1-Sided, 8.5x11	\$ 1,100.00	Available to Non-Profits Only
Utility Billing Insert - Color, 2-Sided, 8.5x11	\$ 1,550.00	Available to Non-Profits Only



St. Helens Universal Fee Schedule

PUBLIC WORKS - WWTP

Pretreatment Program Administrative Fee (Choose Option)		
Annual	\$ 1,500.00	New Fee
Monthly	\$ 125.00	New Fee
Annual DEQ Fees Assessed to the City	\$ -	Actual cost of DEQ
New Industrial Discharge Permit Issuance	\$ 500.00	New Fee
Renewal Industrial Discharge Permit Issuance	\$ 300.00	New Fee
Demand Inspection Fee	\$ 100.00	New Fee
Demand Sampling and Monitoring Fee	\$ -	Actual cost of service
Enforcement Activities	\$ -	Actual cost of service



St. Helens Universal Fee Schedule

<u>PUBLIC WORKS</u>		
3/4" Water Meter Installation (with existing water service)	\$ 225.00	Currently \$100
3/4" Water Service Installation (includes water meter)	\$ 1,500.00	Currently \$725
1" and Larger Water Meter and/or Water Service Installation	\$ -	Time & Materials
New Sanitary Sewer Tap (4" service)	\$ 150.00	Currently \$135
New Storm Drain Tap (4" service)	\$ 150.00	Currently \$135
New Sanitary Sewer or Storm Drain Tap, greater than 4"	\$ -	Time & Materials



St. Helens Universal Fee Schedule

PARKS FEES

Park Areas for Reservation		
McCormick Park		
Area 1 - Veterans Pavillion	\$	25.00 Per Session
Areas 2-4	\$	15.00 Per Session
Campbell Park		
Areas 1-2	\$	15.00 Per Session
Godfrey Park		
Area 1	\$	15.00 Per Session
Columbia View Park		
Area 1 - Gazebo Amphitheater	\$	25.00 Per Session
Field Areas for Reservation		
McCormick Park		
Softball Fields 1-2	\$	10.00 Per Session
Tball Fields 1-2	\$	5.00 Per Session
Soccer Field (Combines both Tball Fields)	\$	10.00 Per Session
6th Street Park		
Baseball Fields 1-2	\$	5.00 Per Session
Campbell Park		
Softball Fields 1-2	\$	10.00 Per Session
Recreation Center		
Softball Fields 1-3	\$	5.00 Per Session
Late Fees		
General Park Use (7 business days)	\$	10.00
Public Assembly (45 business days)	\$	25.00
Parade & Walks (45 business days)	\$	50.00
Tournament Fee	\$	10.00 Per Team
Use of Field Lights	\$	25.00 Per Session

REQUEST FOR PROPOSALS

IT Services: City of St. Helens Oregon

DATE: November 11, 2019

**City of St. Helens
265 Strand Street
St. Helens OR 97051
(503) 366-8227**

GENERAL INFORMATION

The City of St. Helens seeks proposals from companies interested in providing IT Services. We encourage companies to submit the most comprehensive proposal possible offering the highest quality of service and enhancement to improve our IT management services.

We are seeking proposals for IT Management services to 1) Complete a system-wide diagnosis of a rebuilt/updated IT network for the City of St. Helens, including all departments and locations, and 2) Continue IT services for network management, provide 24/7 support service and provide on-call service when needed.

Include information about any community involvement and the dedicated resources for serving the public sector. While your format must be consistent with the requirements of the RFP, if you believe there is additional information that would be beneficial to the City, there is a section at the end where you can provide such information.

A City review panel, consisting of staff from multiple departments will review your RFP for pricing and services. We intend to establish an initial two-year contract with the option to renew annually. The City will retain the right to cancel the contract for any reason with ninety (90) days written notice.

The complete RFP will be made available on the City's website (www.ci.st-helens.or.us/rfps)

ESTIMATED TIMETABLE OF RFP:

Distribution of RFP	November 11, 2019
Deadline for Questions	November 22, 2019
Proposal Submission	December 13 @ 3:00 PM
City Panel Review	December 16-18
Notification of Finalist(s)	December 18
Interview Finalist(s) (TBD-If Needed)	December 19-20
Notification of Selected Provider	December 20
Contract Signing & Implementation	January/February

We have made every effort to include sufficient information within this RFP for a vendor to prepare a responsive, comprehensive proposal. The timing of the proposal process is as follows:

- a) Distribution of Request for Proposal: November 11, 2019
- b) Deadline for Questions is November 22, 2019. All questions must be emailed to mbrown@ci.st-helens.or.us no later than this date to ensure that all proposers can receive the information.
- c) Proposal Submission: Proposals must be delivered directly to the City no later than **DECEMBER 13 @ 3:00 PM**. Late submissions after the deadline or proposals delivered via fax/email will not be accepted. A total of five (5) identical proposals must be submitted and labeled as follows:

ATTENTION: MATT BROWN
City of St. Helens
265 Strand Street
St. Helens OR 97051

- d) Notification: We anticipate sending written notification to all vendors regarding the outcome of the review and begin the contract process with the selected vendor by December 20.
- e) Conversion Activities: The awarded vendor will be required to coordinate with our staff all the activities necessary to ensure smooth transition. Conversion activities will begin upon execution of the contract and are dated as TBD and agreed upon at the execution of the agreement.

We will make every effort to administer the proposal process in accordance with the terms and dates discussed in the RFP. However, we reserve the right to modify the proposal process and dates as deemed necessary.

Technology Responsibilities Review

Below is a general outline of the responsibilities and expectations of the vendor. The City of St. Helens will make every attempt to make sure this list is complete and thorough, but please keep in mind there could be additional programs and responsibilities added during the course of the contract which will be negotiated between parties at that time. Below is a general list of departments, programs, and processes of what you could be asked to assist and support.

1. City Hall

- a. Firewall Support and Maintenance
- b. Remote Access support and maintenance. Possible upgrade TBD
- c. Server support and maintenance: Exchange email, virtualization and cloud hosting technologies support and maintenance
- d. Connection support and maintenance to remote departments (VPN)
- e. Backup support and maintenance – Online backup and onsite backup
- f. Vendor assistance and maintenance with current systems
- g. Antivirus maintenance and support for all City devices
- h. GIS systems collaboration, support, maintenance, and vendor coordination

2. Court

- a. Full Court System support and maintenance
- b. Court recording, video, and audio services support and maintenance
- c. Court workflow and system support
- d. Support for Legacy court software – “Old Court”

3. Engineering

- a. Support and vendor cooperation for custom Sewer tracking system software
- b. Support and cooperation for Engineering projects and systems
- c. New equipment setup and integration support
- d. Mass backup of engineering data and resources management and support
- e. Remote work setup and support

4. Finance

- a. Budget and inventory collaboration and planning
- b. Support for Springbrook and Tyler Technologies InCode software (finance, tax, and HR plug-ins)

5. Water

- a. Springbrook and Tyler Technologies InCode software support and maintenance
- b. Water Billing – Printing workflow support

6. Administration

- a. ORMS TRIM Support with State of Oregon (Archives system)
- b. End user support for various custom solutions (FTP, Email archiving, etc.)
- c. Springbrook and Tyler Technologies InCode software support, vendor coordination and maintenance
- d. New equipment setup and integration support
- e. Continued maintenance and support of equipment, such as printers, faxes, projectors, etc.
- f. ShoreTel telephone system integration, maintenance, and support

7. Police

- a. State of Oregon – CJIS security clearance
- b. CJIS yearly and ongoing audit compliance support with State
- c. Portland Police Data Systems – Support and maintenance
- d. Portland Police Data Systems – Communications and Tunnels support
- e. Columbia 911 Systems support and maintenance – Integration support with Columbia 911 CCOM systems
- f. Police Report Templates and support
- g. Evidence manager support, backups and maintenance
- h. ICOP video recording systems – Cars
- i. Car Computer Systems – Support and cooperation with Columbia 911 and CAD systems
- j. Car communication and remote access support to office, Columbia 911 and Portland Police data systems
- k. Interrogation room video/recording system support
- l. CAD system support and web access support – project improvement coordination
- m. New equipment setup and integration support
- n. Server maintenance and support - In house server cloud hosting support and maintenance

8. Library

- a. TLC – Software systems maintenance and support with vendor coordination
- b. Network and systems planning support
- c. Deep freeze public computer maintenance systems support
- d. Wireless network support
- e. Envisionware – Library reservation system and print release support and maintenance
- f. New equipment setup and integration support

9. Waste Water & Water Filtration

- a. SCADA software support and maintenance with vendor coordination
- b. Workflow support and solutions support
- c. Project planning and support services

10. Public Works

- a. Telemetry system – project support, planning and maintenance
- b. Support and maintenance of Water Filtration Plant remote access and monitoring
- c. Connection support and maintenance with City Hall
- d. Miscellaneous customized system support and maintenance

Side Notes / Information

- Police, Waste Water, Water Filtration, and other public safety entities will require 24/7 on-call coverage when the City's IT Specialist is not available.
- The City currently employs an IT Specialist who would be responsible for managing IT service requests. The provider will consult with IT Specialist to inform/educate when things are done. IT Specialist will attempt to manage day-to-day IT issues, but may elevate certain issues to the provider for assistance.
- When the IT Specialist pushes issues to the provider, a response and estimated timeline to fix should be sent for notification and the physical on-site response (if required) should be within a window of two hours.
- The contract will require that all labor costs within the scope of the agreement are covered under a fixed monthly cost rather than a variable based on usage for the initial contract.

City of St. Helens Software List

Software provided to all departments currently:

- Connectwise > Helpdesk tracking and ticketing system, expiration and system inventory management
- Sonicwall Global Management System > 24x7 monitoring, support, firmware updates, automatic firewall backups (weekly)
- LabTech > 24x7 monitoring, inventory control and tracking, automatic patching and updates
- Centerlogic Secure Backups – Cloud backups
- Spam Email Filtering Cloud Services
- Barracuda Email Archiver
- SonicWALL SSL VPN (remote access)
- SonicWALL site to site VPN (VPN's between each City site)

City Hall

- Springbrook Software (Version 7)
 - o Progress (Springbrook database)
- Full Court (Municipal court billing)
- Old Court (Municipal court reference for old data)
- ProWatch (Security door access cards)
- Microsoft Exchange 2010 & 2013 (email for all City sites)
- Hyper Visor (virtual server management)
- ESET / ERAS (Antivirus for all City sites)
- Backup Exec (physical backups... TBD to go away soon)
- Master Link (water meter reader export/import software that works with Springbrook for Utility Billing)
- Engineering Laterals Software and Data Systems (Sewer mapping)
- AutoCADD (Engineering Department)
- GIS (Geographical Information System for mapping of the city)
- ORMS (HP Trim document share)
- Polycom (court video conferencing)
- For the Record (court reporting)
- Express Scribe (Digital transcription)
- PageFreezer (website archiver)
- Archive Social (social media archiver)
- SSL Certificates (GoDaddy and Network solutions) (SSL Certificates / Domain hosting)
- Leightronix (record and broadcasting of City Council meetings)
- Pinnacle (video editing software)
- CURRENTLY migrating from Springbrook/Full & Old Court into Tyler Technologies InCode.
- CURRENTLY Building Department is migrating from Springbrook to State Operated ACCELA Software

Police

- Law Enforcement Data Systems (LEDS) (Police report/reference system)
- RegJIN (MRE/MDT) (Police report writing and evidence management)
- Evidence Manager (local evidence management and property management)
- ICOP (Patrol car camera recording) (video evidence export for court)
- ProWatch (patrol car camera recording external and internal)
- DocView (crash reporting software)
- Backup Exec (physical backups, soon to go away)

Library

- Envisionware (patron computer management control and print management)
- DeepFreeze (patron image handler, pushes fresh images after patron logoff)
- The Library Corporation (book circulation and catalog)
- Backup Exec (physical backups, soon to go away)

Public Works

- WeatherLink (Weather capturing and reporting)
- Telemetry (cell tower weather and region reporting)

Water Filtration Plant & Waste Water Treatment Plant

- Supervisory Control and Data Acquisition (SCADA) (Water plan control)
- Irrigation (latest version of SCADA) (Water plant control for city)

Information Technology Support

Statistics from FY 2014-15

Equipment Covered:

- 81 Computers and Laptops
- 9 Servers
- 10 Cell towers for Telemetry

Services Provided:

- 24/7 support coverage
- Assist in GIS Technology
- Interactions with multiple vendors/software/hardware/services used by the entire City

Other Information:

- CenterLogic has been providing services since 1998
- Centerlogic reported 942 hours of support in FY 2014-15 (July 2014 – June 2015)
- Approx. \$13,000 was spent on Software, licenses, and backup services for servers, firewalls, emails, etc. This cost is covered by the City.
- Approx. \$27,000 was spend on purchases of hardware from PC/Laptops, file server, telemetry equipment, etc. This cost is covered by the City.

Approx. # of Users:

- Administration: 12 users
- Library: 31 (29 networked and 2 non-networked) Of the 29 networked, 10 are dedicated to staff (5 personal desktops, 4 circulation/reference, 1 public computing management console). On the public side, there are 19 computers: 15 desktops for patron use, 3 for public access to the library catalog and 1 for reservation/print management
- Planning/Building: 5 users
- City Council: 5 users
- Police: 19 users
- Public Works: 38 users

Additional Support of the following:

- Support for Office 365 and currently migrating employees
- Support for Single-sign-on
- Support for Multi-Factor Authentication
- Support for Azure Active Directory
- Support for on-premise Active Directory
- Support for Virtual machine hosting
- Support for SANs
- Support for Fiber Channel medium
- Support for assisting IT Specialist with policy creation related to IT issues
- Support dark web scanning
- Support for cloud-based email security
- Support for security awareness training
- Support for physical preventative maintenance
- Support for full/complete documentation of systems and processes
- Support MDTs used within Police Department
- Support for Virtualization
- Support for VLANs
- Support for Inventory management
- Support for Assisting the IT Specialist with development of Standardization/Standards
- Support for training of the IT Specialist
- Support for Disaster Recovery/Business Continuity
- Support for all City offices
- Required attendance at IT Steering Committee meetings
- Demonstrate and show experience of good IT stewardship
- Assist with providing recommendations for hardware/software/service options for the IT Specialist

Required Format Proposal

In order for us to adequately compare and evaluate proposals objectively, **all proposals must be submitted with this format. Not doing so will be reflected in the overall scoring.**

- Title Page/Cover: It should include the name of the proposing vendor, principle business address, phone number and email address of a specific contact individual.
- Table of Contents: One printed page maximum.
- Transmittal Letter: The letter should address the vendor's willingness and commitment, if selected, to provide the services, and why the vendor believes it should be selected. The letter should be addressed to Matt Brown, Finance Director, City of St. Helens, Oregon, 265 Strand Street, St. Helens OR 97051 and signed by the manager assigned to our account.

Section 1 – Business Profile and Staff

Respond to the following sections:

- a) Overview: Provide an overview of your business, when it started, how many employees, why you are responding to this RFP.
- b) Experience: Describe your experience in providing services to the PUBLIC SECTOR. Provide three (3) references that are most comparable to our size and needs that we may contact if you are chosen as a finalist. Include a brief description of the services provided for each reference and a contact person and telephone number for each client described.
- c) Relationship Manager: Describe the relationship team that will be assigned to service our relationship. Describe individual roles, their responsibilities and briefly detail credentials and related IT experience.

Section 2 – Pricing Schedule

Provide in this section, the pricing for services proposed by vendor. Also include, if possible, a sample contract proposal (not required). Pricing should include an hourly rate or monthly fixed cost for services provided and outlined in this RFP.

Section 3 – Rebuild / Update Process

The City is potentially looking at rebuilding our network and IT system. This may involve several changes and updates to computer systems/services/cloud services/etc. In this section, please outline how you would begin this process and the steps you would take knowing what you do about the City of St. Helens and their current/future needs. Please give potential price examples of your options; the City will not hold you to these estimates but would like to get a rough idea of the costs of what you would plan on doing.

Section 4 – Other Info / Services

This is YOUR opportunity to include any services that it may require that are not listed and any other services you would make available to the City of St. Helens that are not mentioned in the RFP. This may include services that help the City of St. Helens become more efficient and help in the business activities of the City and other Service Enhancements you could suggest here. In this section, you may also provide any such information that you feel you need to share to help the City make the best selection for a provider.

EVALUATION OF PROPOSALS

The evaluation criteria will include the following:

- A. Comprehensiveness of Services Provided: Overall capabilities of the vendor to meet the service levels described in this RFP. (Scoring = 1-5)
- B. Public Sector Experience and Resources: The vendor's experience in provided service to the public sector, as well as dedicated resources and personnel. (Scoring = 1-5)
- C. Reference List: Points provided if reference list includes other public entities. (Scoring = up to 4 points) (1 pt. for each possible public entity reference)
- D. Assigned Relationship Manager / Team: The credentials and experience of the person(s) assigned to our relationship. (Scoring = 1-5)
- E. Service Enhancements: The vendor's efforts to understand our needs and goals, and the creativity the vendor shows in introducing new technologies and efficiencies to improve our current practices and procedures. (Scoring = 1-5)
- F. Community Involvement: The vendor's role as a corporate citizen and related contributions to our local community. Points will be scored based on current level of community involvement examples as well as location of services located in/around the City of St. Helens, Oregon. (Scoring = 1-3)
- G. Other Factors: Any other factors that we believe are in our best interest to consider which were not previously described above. (Scoring 1-5)
- H. Format Completeness: Full points awarded if the vendor has followed the format proposal reflected in this RFP. (Scoring = 1-3)

Total Points Possible = 35 Points MAX

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 **Erskine Law Practice, LLC** ("Contractor").

RECITALS

- A. The City is in need of prosecutorial services, 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 related to **Municipal Court Prosecutor** ("Services"), and Contractor accepts such engagement. The principal contact for Contractor shall be **Samuel Erskine**. It is understood that Contractor reserves the right to assign all or any portion of the work to be performed under this Agreement to an associate, law clerk, other lawyers, paralegals, or others working under Contractor's supervision, at Contractor's discretion.

2. Scope of Work

The duties and responsibilities of Contractor are described in Attachment A, attached hereto and incorporated herein by reference pertaining to the duties of City Prosecutor. The duties and responsibilities of Contractor are described in Attachment B, attached hereto and incorporated herein by reference pertaining to the Administrator duties of the City Prosecutor. The Scope of Work and the Expectations of Work are responsibilities of Contractor. The Program Objectives are the responsibility of the department as a whole, with Contractor being responsible to communicate, cooperate and coordinate with the rest of court staff to ensure that the Program Objectives are met to the maximum extent possible.

3. Term

The term of this Agreement is indefinite and without expiration date. This Agreement shall commence once executed by both parties for an initial period of one (1) year ending **July 31, 2020**. The term of this Agreement shall automatically be extended by one (1) year each February 1st, unless written notice of termination is given during January of that year (so that on February 1st the term shall be extended through July 31st of the following calendar year). "Expiration Date" refers to July 31st in any relevant year. Provided however that nothing in this Agreement shall diminish the discretionary rights of the Mayor and City Council to end Contractor's employment and appointment as City Prosecutor in accordance with the Charter of the City of St. Helens.

4. Compensation

Erskine Law Practice, LLC will provide such prosecutor services as the Municipal City Prosecutor. Erskine Law Practice shall not be deemed an employee of the City who is subject to influence or control of other City officials. Compensation shall be limited to the remuneration and compensation described in this Agreement. Erskine Law Practice waives and disclaims any compensation and benefits generally provided to employees of St. Helens which are not described in this Agreement, including and not limited to reimbursement for mileage or other expenses not pre-approved by the City Administrator and reasonably incurred on the City's behalf.

- 4.1 Prosecutor Services: Contractor will provide such services as an independent contractor and not as an employee of the City. As an independent contractor, Contractor will not be entitled to any benefits generally provided to employees of St. Helens, nor will he be entitled to any reimbursement for mileage or long distance calls, but may be entitled to reimbursement for such costs for events such as continuing legal education for prosecutors, if attendance is approved by the City in advance. Contractor will request permission for such reimbursement from the City Finance Director, in writing, before the event and provide documentation of expenses related to such reimbursement after the event. If such event falls on a judicial day or days, or if such event requires travel on a judicial day or days, Contractor will be excused from appearing in court on that day or days. The compensation for this position shall be \$125.00 PER HOUR with six-minute minimum billing increments through the end of this contract. From and after each anniversary of Contractor's appointment the hourly compensation rate shall be an amount determined by the City based on merit and other appropriate factors, which amount shall reflect an increase not less than the twelve month annual change in the All US CPI-W for the prior calendar year.
- 4.2 Administrative Services: Contractor will provide such services as an independent contractor and not as an employee of the City. As an independent contractor, Contractor will not be entitled to any benefits generally provided to employees of St. Helens, nor will Contractor be entitled to any reimbursement for mileage or long distance calls, but may be entitled to reimbursement for such costs incurred by Contractor for initiating and maintaining access to services necessary to carry out the functions of the office of the City Prosecutor. Contractor will request permission for such reimbursement from the City Finance Director, in writing, before incurring costs for access or maintenance of such services and provide documentation with invoices showing the ongoing expense for such services. The compensation for this position shall be \$50.00 PER HOUR with six-minute minimum billing increments through the end of this contract. From and after each anniversary of Contractor's appointment the hourly compensation rate shall be an amount determined by the City based on merit and other appropriate factors, which amount shall reflect an increase not less than the twelve month annual change in the All US CPI-W for the prior calendar year.

Any business licenses requirements associated with Contractor's services provided pursuant to this Agreement will be paid by the City. This Agreement shall not be deemed to prevent Contractor from entering into other or additional contracts not inconsistent with providing prosecutorial services to City of St. Helens.

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.
- 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 of the City Finance Director, the City will pay the billing in the next available AP process. 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 Finance Director
City of St. Helens
PO BOX 278
St. Helens OR 97051

CONTRACTOR: Samuel Erskine
111 SW Columbia St., Suite 1390
Portland, OR 97201
503-404-3110

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, Erskine Law Practice shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment C 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. Erskine Law Practice agrees that it will not cancel or reduce said insurance coverage.
- 10.3 Erskine Law Practice 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 Erskine Law Practice's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for the same from moneys due to Erskine Law Practice hereunder.
- 10.4 At all times during the term of this Agreement, Erskine Law Practice 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.
- 10.5 The insurance provided by Erskine Law Practice shall be primary to any coverage available to the City. The insurance policies (other than worker's compensation) shall include provisions for waiver or subrogation. Erskine Law Practice shall be responsible for any deductible amounts outlined in such policies.
- 10.6 Provider is currently exempt from the requirement to obtain Professional Liability Fund Insurance through the Oregon State Bar as an attorney solely doing work for a government agency. If Erskine Law Practice's status changes and is no longer exempt, contractor shall obtain, at contractor's own expense, Professional Liability Fund insurance of not less than \$300,000 per claim.

11. Indemnification

- 11.1 The City shall defend, hold harmless and indemnify Erskine Law Practice to the full extent provided by Oregon Revised Statutes related to any claim in tort, professional liability or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duties as Municipal Prosecutor or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities as City Prosecutor, unless the act or omission involved malfeasance in office or willful or wanton neglect of duty. Contractor may request and the City shall not unreasonably refuse to provide defense and indemnification, and independent legal representation of contractor's choosing of which the City may not unreasonably withhold approval. Such legal representation, provided by City or its insurer for contractor, shall extend until a final determination of the legal action including any appeals brought by either party.

The City shall indemnify contractor against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by

Contractor in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Contractor's duties.

- 11.2 Erskine Law Practice recognizes that the City shall have the right to compromise and settle unilaterally on terms which do not prejudice contractor; however, if contractor in their personal capacity is a party to the suit then contractor shall have a veto authority over any settlement. Further, the City shall pay all reasonable litigation expenses of contractor throughout the pendency of any litigation to which the contractor is a party, witness or advisor to the City. Such expense payments shall continue beyond contractor's service to the City as long as litigation is pending. The City agrees to pay contractor reasonable consulting fees and travel expenses when contractor serves as a witness, advisor or consultant to the City regarding pending litigation to which the City is a party.
- 11.3 Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, and employees from any and all claims, actions, costs, judgments damages, and other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), arising out of or incident to malfeasance, willful and wanton neglect of duty, or knowing and intentional violation of law. Contractor shall not be responsible for any claims, actions, costs, judgments, damages, or other expenses caused by the actions of the City or City staff. The purpose of this section is to allocate risk for claims between City and contractor consistent with public policy as defined by the Oregon Tort Claims Act. Nothing in this Agreement is intended to waive any limitations on liability established by the Oregon Tort Claims Act.

12. No-Cause Termination

As a Charter officer of the City, contractor serves at the pleasure of the City Council. Therefore, this Agreement may be terminated effective by either party for any reason. Upon ninety (90) days' written notice of the party's intent to terminate. In the event this Agreement is terminated, Contractor shall receive compensation only for Services actually performed up to the last day of work performed. In the event this Agreement is terminated by the City with less than ninety (90) days written notice, Contractor shall be compensated through the end of the notice period at a rate equivalent to the average monthly compensation paid by the City during the prior twelve (12) calendar months.

13. 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.

14. Modification

Any modification of the provisions of this Agreement shall be set forth in writing, signed by the parties, and effective from the date specified in the amending document.

15. Waiver

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

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.

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 this 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; Termination for 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 possible.
- 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 all 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 one (1) year 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 constructed 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

By: _____

Name: _____

Its: _____

Date: _____

Attested:

By: _____

CITY RECORDER

CONTRACTOR:

Erskine Law Practice, LLC

By: _____

Name: _____

Date: _____

ATTACHMENT A

Scope of Work – Prosecutorial Services

For the term of this contract and any subsequent extensions, Contractor will provide prosecutorial services to the City of St. Helens consisting of the following:

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

Expectations of Work

For the term of this contract and any subsequent extensions, Contractor will work within the following expectations of prosecutorial services provided to the City of St. Helens consisting of the following:

- Work with the Judge and Court staff to assist in planning Court Days accordingly and ahead of schedule as much as possible encompassing an emphasis to use days as effective and efficiently as possible.
- Work with Court Staff, Judge, and Finance Director to review all Court processes and potential ideas to become more efficient and cost effective. Remain open to trying new ideas and processes with a scheduled trial period and review time during Court Staff department meetings.
- Review quarterly performance measures with Finance Director and staff that will include:
 1. Clearance Rates
 2. Collection of Monetary Penalties
 3. Cost Per Case
- Proper Attire: Contractor will wear court-appropriate attire during all appearances in Municipal Court and any non-appearance work tasks that may take place on City of St. Helens government premises.
- Prosecutor will be prepared consistent with professional standards.
- A copy of any written professional correspondence will be kept in courts file, electronically, or a separate binder with all professional correspondence.
- Establish and maintain professional working relationships with defense attorneys, city employees, police department personnel, city officials, County staff, and the public.

- Maintain strict confidentiality of oral and written communications including confidentiality of Law Enforcement Data System (LEDS) printouts.
- Be generally available to communicate with and answer questions of defense attorneys, city officials and employees, police department personnel, and the public, even on non-holiday work days when Court is not in session.

PROGRAM OBJECTIVES

- To provide fair, timely, and speedy resolution of cases involving violations, infractions, and crimes in a manner that is efficient both for the City and for the public.
- To ensure strict compliance with judicial orders, including the payment of court ordered fines and fees and the completion of court-ordered time obligations such as jail time, special counseling, classes or community service.
- To ensure timely processing of all funds received, as well as the reconciliation of these accounts and forwarding of mandatory payments to the appropriate parties (including the Oregon Department of Revenue, Columbia County, City of St. Helens General Fund and victims for whom restitution has been ordered).
- To identify and provide statistical analysis information for planning, goal setting, strategic decision-making program analysis, and resource allocation.
- Continue to review Court procedures and modify as needed to increase efficiency but remaining within budget guidelines approved by City Council. Continue to monitor and re-examine staff stations and other uses of current technology to increase efficiency in responding to daily duties and demands, and to increase responsiveness to the public.
- Provide an accessible, efficient and impartial forum for all participants in cases involving municipal violations and misdemeanors.
- Promote public trust in both the justice system and local government by exemplifying hard work and playing nice.
- Represent the Municipal Court and City of St. Helens in a professional manner when interacting with co-workers and the general public.

ATTACHMENT B

Scope of Work – Administrative Duties

For the term of this contract and any subsequent extensions, Contractor will complete administrator duties for the prosecutorial office for the City of St. Helens consisting of the following:

- General receptionist duties – Receive and respond to inquiries from individuals or entities seeking information about the operations of the City Prosecutor’s office. A dedicated phone line will be available with general availability from 9:00 AM till 4:40 PM, Monday through Friday (excluding normal holidays). Mail correspondence directed to the City Prosecutor’s office will continue to be sent to the PO Box associated with the City of St. Helens City Hall and will be sorted by Municipal Court staff and placed in the City Prosecutor’s mailbox at City Hall. A dedicated email address will be created for administrative inquiries and the City will grant and facilitate the setup of remote access to this email account.
- Interfacing with Police Department – Create contact with St. Helens Police Department to facilitate the transferring of police reports and digital and physical evidence, the scheduling and subpoenaing of officers for court matters, and the coordination with officers for the subpoenaing of civilian witnesses.
- Interfacing with Municipal Court and other jurisdictions – Create and maintain a list of unique case numbers to be associated with cases charged by City Prosecutor and filed with the court. Respond to inquiries from municipal court staff. Facilitate information exchange between City Prosecutor and Columbia County District Attorney’s office.
- Interfacing with crime victims, witnesses, and members of the public – Assist with necessary document creation and mailing of victim communication forms and notifications to maintain compliance with applicable victim contact laws. Respond appropriately to inquiries from victims, case witnesses, and members of the public. Process and track restitution requests.
- Responding to discovery demands – Ensuring prompt delivery of discovery materials to defendants and defense attorneys to maintain compliance with relevant discovery laws. Discovery fees will be collected by the City of St. Helens and Municipal Court staff will inform the prosecutor’s office promptly through email that the discovery fees have been paid and can be completed and sent out.
- Create and maintain prosecutorial case files – Create and maintain prosecutor files to: track compliance with discovery and victim notification issues, keep a record of documents filed in each case, and maintain a record of case facts and defendant criminal history. These files may be kept electronically or in a hard copy format at the election of Erskine Law Practice, and will be kept for the length of time required by law and remain the property of the City of St. Helens.
- Processing motions to set aside – Assist in the processing of motions to aside including interfacing with members of the public or attorneys, drafting correspondence, and completing any associated data entry tasks.
- Responding to public records requests – Providing responsive documents in accordance with applicable laws to public records requests for Municipal Court or City Prosecutor related documents. Public records requests will be filed and paid through the Municipal Court Department and the City Prosecutor will be promptly notified if any information is requested that pertains to the City Prosecutor’s office. This will be billed accordingly to the City whether it is done by administrative staff or attorney staff.

**ATTACHMENT C
INSURANCE REQUIREMENTS**

Erskine Law Practice 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 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	NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here NOT APPLICABLE. State the reason it is not applicable:		NO
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	NO

Contractor's insurance required by this Agreement 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 if required for Contractor by law. 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 if such insurance is required by law.

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 Agreement 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 Agreement. 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. Contractor shall be obligated for the total amount of any damage, injury or loss caused by malfeasance or willful and wanton neglect connected to performance of work under this Agreement.

CONTRACT PAYMENTS

City Council Meeting
November 6, 2019

C.R. Contracting

Project: R-691 2019 Crack Sealing (PR#2)	\$	45,300.75
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David Evans and Associates Inc.

Project: R-687 N. Vernonia Sidewalks (Inv#453349)	\$	1,416.87
---	----	-----------------



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

Contract Payment Request No. 2

54 KP

CONTRACTOR:

C. R. CONTRACTING

P.O. Box 6717
Bend, OR 97708

PROJECT NO.: R-691

PROJECT NAME: 2019 CRACK SEALING PROJECT

DEPARTMENT: Public Works Department - Engineering

DATE SUBMITTED: 10/23/2019

Original Contract Amount	\$76,695.50	Total Amount Earned To-Date	\$76,745.00
Contract Amendments/Change Orders Amount	\$44,000.00	Total Earned This Month	\$47,685.00
Adjusted Contract Amount	\$120,695.50	Less 5% Retainage This Month	\$2,384.25

Previous Payment Requests

PP#	Previous Billing With Retainage	Retainage	Previous Amounts Paid	Invoice Date
1	\$76,745.00	\$3,837.25	\$72,907.75	09/17/19

Less Total of Previously Earned \$72,907.75

Total Retainage Due To-Date \$6,221.50

Total Amount Due \$45,300.75

Bid Item No.	Description	Unit	Qty	Unit Price	Contract Price	Completed Prior to 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	\$2,000.00	\$2,000.00	1.00	\$2,000.00		\$0.00
2	Crack Sealing, Complete	LB	9,054	\$8.25	\$74,695.50	9,060.00	\$74,745.00	5,780.00	\$47,685.00
Totals:					\$76,695.50		\$76,745.00		\$47,685.00

205-000-053001

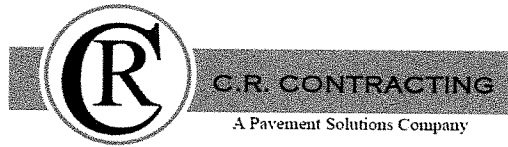
APPROVED FOR PAYMENT

INIT _____ DATE _____

ACCOUNTS PAYABLE

FINANCE 10/30/19

SUPERVISOR 10-30-19



Invoice

PO Box 6717
Bend, OR 97708
5413066216

Date	Invoice #
10/16/2019	604

Bill To

City of St Helens
PO Box 278
St Helens, OR 97051

Project

2019 Crack Seal Project
No. R-691
City of St Helens, Oregon

Quantity	Description	Rate	U/M	Amount
5,780	Item #: 02 Crack Sealing, Complete	8.25	LB	47,685.00
	Subtotal			47,685.00
	Retention (5%)	-5.00%		-2,384.25

Thank you for doing business with CR Contracting. We appreciate it!

Total \$45,300.75



Sub Contractor Final Pay Estimate

Project Name:	St. Helens 2019 Crack Seal Project
Project Number :	R-691
Todays Date:	10/11/2019
Work Period:	10/07/2019-10/10/2019

Quantities Approved By

Signature: _____
Print _____
Date _____



**DAVID EVANS
AND ASSOCIATES INC.**

Sue Nelson
City of St. Helens
PO Box 278
St. Helens, OR 97051

Invoice Number 453349
Invoice Date October 15, 2019
PO Number
Page 1 of 1

Work Beginning 09/01/2019 through 09/28/2019

Manager: Paul Tappana

Project STHN0000-0001: N. Vernonia Rd. Sidewalks
Contract End Date: 12/31/2019

R-687

		Current Hours	Rate	Current Amount
Contract Work Performed				
Office/Clerical	Lori Hicks	0.10	89.59	8.96
Project Coordinator III	Alisha Reynaldo	2.30	93.00	213.90
Project Manager	Paul Tappana	7.00	157.73	1,104.11
Subtotal	Contract Work Performed	9.40		1,326.97

Other Direct Charges

Mileage	155.00	0.580	89.90
Subtotal	Other Direct Charges		89.90

Invoice Total

\$1,416.87

Invoiced by: Alisha Reynaldo

205-000-053019
APPROVED FOR PAYMENT
INIT DATE
ACCOUNTS PAYABLE
FINANCE
SUPERVISOR
10/30/19
10-30-19

Aged Receivables as of 10/14/2019


<u>0 To 30 Days</u>	<u>31 To 60 Days</u>	<u>61 To 90 Days</u>	<u>Over 90 Days</u>	<u>Total Outstanding</u>
\$1,752.71	\$0.00	\$0.00	\$0.00	\$1,752.71

DAVID EVANS AND ASSOCIATES, INC.
Project Billing Budget Summary (by WBS)

Project: STHN000000001

9/1/2019-9/28/2019

Phase	WBS Description	Contract Amount	Billed This Period	Previously Billed	Billed To Date	Remaining Contract	% Billed	% Completed
00101	Project Management	9,175.00	1,326.97	3,494.29	4,821.26	4,353.74	53%	25%
00204	Topographic Data	298.00	-	-	-	298.00	-	100%
00301	Wetland Memo	1,879.00	-	2,333.38	2,333.38	(454.38)	124%	100%
00401	Public Meeting	2,283.00	-	-	-	2,283.00	-	-
00402	Residents Meeting	2,254.00	-	-	-	2,254.00	-	-
00501	Utility Relocations	4,929.00	-	404.09	404.09	4,524.91	8%	10%
00601	Concept (30%) Sidewalk Design	17,470.00	-	25,372.27	25,372.27	(7,902.27)	145%	100%
00602	Concept (30%) Cost Estimate	2,924.00	-	2,513.32	2,513.32	410.68	86%	100%
00701	Final (100%) Sidewalk Design	26,449.00	-	-	-	26,449.00	-	-
00702	Final (100%) Cost Estimate	3,519.00	-	-	-	3,519.00	-	-
00703	Final (100%) Specifications	5,590.00	-	-	-	5,590.00	-	-
00801	Bid Support	1,222.00	-	-	-	1,222.00	-	-
EXP	Expenses	520.00	89.90	250.56	340.46	179.54	65%	30%
SUBKLS	Sub: KLS Surveying	11,410.00	-	11,410.00	11,410.00	-	100%	100%
		89,922.00	1,416.87	45,777.91	47,194.78	42,727.22	52%	41%



N. Vernonia Rd. Sidewalks: R-687

Progress Report No. 5

For the period:

September 1, 2019 through September 28, 2019

October 15, 2019

Submitted via email to:

Sue Nelson
City of St. Helens
PO Box 278
St. Helens, OR 97051

Prepared by:

David Evans and Associates, Inc.
530 Center Street NE, Suite 605
Salem, Oregon 97301

PROGRESS REPORT NO. 5

For the period September 1, 2019 through September 28, 2019

N. Vernonia R. Sidewalks: R-687

Contract NTP: February 22, 2019

Contract End: December 31, 2019

Contract Values:

Current Contract NTE: \$89,922.00

Previously Billed: \$45,777.91

Current Billing: \$1,416.87

Remaining \$42,727.22

Work Performed in Reporting Period:

1. Project management / coordination
2. Invoicing
3. Walk project to determine sidewalk location in relation to new and existing trees

Anticipated Upcoming Work

1. Negotiate an amendment to update design to better accomdate new and existing trees

APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

City Council Meeting ~ November 6, 2019

Pending applications received:

<u>Name</u>	<u>Interest</u>	<u>Date Application Received</u>	<u>Referred by Email To Committee(s)</u>
• Joshua Hughes	Arts & Cultural Commission	7/30/19	8/4/19
• Andrea Luttrell	Arts & Cultural Commission	9/27/19	9/30/19
• Walter Fowler	Various	10/28/19	10/29/19

Library Board (4-year terms)

- The Board added positions.
- Heather Anderson-Bibler resigned. Her term expired 6/30/2021.

Status: Currently, there are two vacancies.

Next Meeting: November 12, 2019

Recommendation: None at this time.

Parks & Trails Commission (4-year terms)

- Ben Tiscareno resigned. His term expires 12/31/2022.
- Howard Blumenthal's term expires 12/31/2019. He would like to be reappointed.

Status: Currently, there is one vacancy. A press release was sent out on July 18, 2019 with a deadline of August 15, 2019. To date, we have not received any applications.

Next Meeting: December 9, 2019

Recommendation: The Commission met on October 14 and voted to reappoint Howard to an additional 4-year term. His new term will expire 12/31/2023.

City of St. Helens
RESOLUTION NO. 1648

**A RESOLUTION ESTABLISHING GUIDELINES FOR THE APPOINTMENT
OF ST. HELENS BOARD, COMMITTEE AND COMMISSION MEMBERS,
SUPERSEDING RESOLUTION NO. 1521**

WHEREAS, the City Council wished to establish the same guidelines for recruitment, interviews and appointments for all City boards, committees and commissions, and adopted Resolution No. 1521 on August 12, 2009; and

WHEREAS, Resolution No. 1521 established general recruitment, selection and appointment guidelines for appointments to the City of St. Helens boards, committees and commissions; and

WHEREAS, the Council wishes to update the guidelines adopted in Resolution No. 1521 to better meet the needs of the City.

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

1. The City Recorder shall send a press release to the local newspaper of record announcing all board, committee and commission vacancies as they become available. A "vacancy" is defined as an unoccupied position, resulting from a voluntary resignation or involuntary termination. A member whose term expired does not create a vacancy, unless that member is resigning at the end of his/her term or the majority of the board, committee or commission wishes to terminate said member.
2. Any individual or group is encouraged to submit names for consideration to the City.
3. All new applicants shall submit a written application to the City Recorder's Office.
4. Members wishing to continue their appointment for another term will inform the City Recorder but need not submit a new application. If a member has served two consecutive full terms, a press release shall be sent to the local newspaper of record, each subsequent term expiration thereafter, to solicit new applications for that position. The incumbent may be reappointed at the discretion of the interview panel and City board, committee or commission. If an individual has been off a City board, committee or commission for a year or more, they must complete a new application.
5. The recruitment period to the board, committee or commission shall be for a finite period. At the end of the advertising period, the Council liaison shall determine if the pool of candidates is sufficient to continue with the selection process or may continue the recruitment period for a set or unlimited period until it is determined there is a sufficient pool of candidates.
6. The Council liaison to the board, committee or commission shall be responsible to assemble an interview committee. The interview committee shall be responsible to make recommendations via the Council liaison to the Mayor and City Council.
7. Appointments must comply with any ordinances, bylaws, Charter provisions, or state or federal laws concerning the board, committee or commission. In the event of any inconsistency between these policies and a chapter relating to a specific board, committee or commission, the specific chapter shall control.
8. In order to become more familiar with each applicant's qualifications, the interview committee may interview all or a shortlist of applicants for a position. The number of applicants to be interviewed is at the interview committee's discretion. The interview committee also has the discretion to reject

all applications in favor of re-advertising if no applicants are found to be suitable for the board, committee or commission.

9. Reappointments to a City board, committee or commission shall be considered in accordance with the guidelines listed in this section, together with the type of service the individual has already given to the board, committee or commission and his/her stated willingness to continue.
10. Consideration should be given to residents outside the City when the board, committee or commission or function serves residents outside City boundaries.
11. Board, committee or commission members shall not participate in any proceeding or action in which there may be a direct or substantial financial interest to the member, the member's relative or a business with which the member or a relative is associated, including any business in which the member is serving on their board or has served within the previous two years; or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest shall be disclosed at the meeting where the action is being taken.
12. Board, committee or commission vacancies are filled by appointment of the Mayor with the consent of Council. Board, committee or commission members shall serve without compensation except the Planning Commission that may receive a monthly stipend at the discretion of the City Council.
13. Individuals appointed to one City board, committee or commission shall not serve on any other City board, committee or commission during the term of their appointment; provided, that the Council may waive this limitation if it is in the public interest to do so.

PASSED AND ADOPTED by the City Council on this 18th day of December, 2013, by the following vote:

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson
Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne
Kathy Payne, City Recorder

City of St. Helens

Parks & Trails Commission

August 12, 2019

Members Present: Howard Blumenthal
Carmin Dunn
John Brewington
Paul Barlow
Jacob Woodruff

Members Absent: Jerry Belcher
Lynne Pettit
Elisa Mann

Staff Present: Sheri Ingram
Thad Houk
Matt Brown

Others: Jeff Kroll
Patrick Birkle

1) **Call Meeting to Order** – 4:10 p.m.

2) **Approval of Minutes**

2.A Approve Minutes of July 8, 2019

Motion: Upon Howard Blumenthal's motion and John Brewington's second, the Commission approved the Minutes of July 8, 2019. [Ayes: Howard Blumenthal, Carmin Dunn, John Brewington, Paul Barlow, Jacob Woodruff; Nays: None]

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

Patrick Birkle and his wife used the new kayak launch and it is great. They took a walk around Sand Island and there is a lot of impressive work going on over there. He did have a concern. The camp host is living over there but they got there about mid-day and notice smoldering wood in a fire ring. What is the follow-up when people leave a camp site? They also noticed an incredible number of trees were removed. He heard 200 at the Council meeting and that seemed excessive. Who made the decision to take down so many? He did think the partnership will work to the benefit of the City and he hopes there will be ongoing scrutiny. Morten said we can pass that on to Houk and Walsh. Part of the tree situation was liability because the camp host almost got killed from falling branches from the cottonwoods. Some were cleared for campsites but a lot were liabilities. Houk said we took out 130 trees seven or eight years ago and there were at least 50 that were rotten or dying at that time. Cottonwoods rot from the inside out so they are horrible. Morten said there should be something posted and it would be nice to give people something to let them know about rules and how to leave a campsite.

Kimberly O'Hanlon - little free library they installed in Campbell Park got vandalized. It has been repaired and she wants to know if it can be relocated at Godfrey Park. Houk said of they wanted to place it where she had it pictured in her documentation, that would be a good spot.

Motion: Upon John Brewington's motion and Jacob Woodruff's second, the Commission recommended Council approve moving the free library that was at Campbell Park to Godfrey Park. [Ayes: Howard Blumenthal, Carmin Dunn, John Brewington, Paul Barlow, Jacob Woodruff; Nays: None]

5) **New Business**

5.A **Dalton Lake SOLV Cleanup**

Patrick Birkle is having a SOLV cleanup at Dalton Lake in September 21st from 1pm to 4pm and wanted to get the go-ahead. He has a sign-off sheet for the City to sign. Ingram said it needs to go to a City Official as the Commission is just a recommending board. Brown will give to John Walsh for a signature. Morten said it would be beneficial to acquire the property from ODOT so we didn't have to ask for permission every time we wanted to put up a sign or something down there.

5.B **"Friends Of" Program Guidelines**

Brown has a two page document and there was an additional one page document they had worked on in the past. It was requested they come up with guidelines and staff put framework ideas on paper for them to look at. In between when he sent it to Ingram and the meeting today, Dimsho and Farnsworth have been making changes. He would like to know if they approve of this as a general outline and he can bring it back to them later as a finished product. They can let him know if they think things should be added or removed. Morten feels strongly that a head of a friends group should be part of this Commission. That person could then report to this group and they would be a link to the Council.

5.C **Softball Fields at Boise - Matt Brown**

Brown said on the Parks Use Application, there is a section that says if you are a 501-C3, you can bring in a letter from the IRS and get the fees waived. He would like to see if they are okay with taking out 501-C3 and replacing it with "tax exempt" so it covers all groups because the Lions Club came in for a permit and they are a 501-B3. Morten said that would cover many groups such as veterans, Boy Scouts, Lions Club, Kiwanis, etc. He talked to Walsh about it and Walsh told him any group that is questionable can talk to him and he can determine the status. Brewington said he'd rather see the form say anyone other than a 501-C3 can be evaluated by Walsh instead of it being a blanket non-profit.

Brown said he'd also like them to think about future Master Plans for Parks. He said Houk could probably fill them in on many of the projects that are being done or a due to be done in the next year from the \$500,000 that was given to the Parks Department. Staff is interested in doing a Master Plan for each park. A lot of the projects in the 2015 Master Plan that were feasible should be done in the next couple of years so it is probably time to consider what should be done in the future and their future vision of the Parks Department. We now have system development fees from new apartment complexes that are being built and that money is specific as to what it can be used for and is tied directly to the Master Plan. Having a Master Plan with a set list of projects also makes it easier to go for grants and other funding opportunities.

Motion: Upon John Brewington's motion and Jacob Woodruff's second, the Commission recommended to Council that the City may waive park use fees for non-profits with City Administrator approval. [Ayes: Howard Blumenthal, Carmin Dunn, John Brewington, Paul Barlow, Jacob Woodruff; Nays: None]

5.D Softball Fields - Jeff Kroll

Brown said the lease agreement on Boise property with Girls Softball is almost up. Their thought process a few months ago was they shouldn't renew the lease and they should open it up so they are available to everyone. The Council is along the same thought process and he is double checking with them to see if they still feel that way. He has had discussion with Kroll about partnering with the Rec. Center in the future which may or may not happen. Another thing to consider is the Boise property is also industrial property and it may be cumbersome to have a lease on it if there is future development.

Kroll said he has been the St. Helens Girls Softball president for six years and has been involved with the league for 13 years. They have had a five-up year lease with Boise and they do 100% of the maintenance on the fields there. The lease ends on October 31, 2019. He wanted to submit a new lease proposal/extension that he made. There is and always has been an "opt-out" clause for the lessor that says the lease can be terminated with a 90 day written notice. The original lease was drawn up by Boise's attorney and he replaced "Boise" with "City of St Helens". He gave it to Brown to give to Walsh.

He said they are a 501-C3 non-profit and they have always kept their registration fees as low as possible because they want every child to have the opportunity to play. They used to have scholarships but have transitioned away from that. Now they offer people the opportunity to sell more raffle tickets in lieu of paying the registration fee and it has worked out great. This year, they have 15 teams – t-ball through 15U. They have always gotten Exclusive Use Permits for Campbell which means they have the right to use the fields if others are on them when they show up to play or practice. They have never kicked anyone off fields to his knowledge. There are times he's liked to have been able to close fields but that is not within his power. He knows Houk has seen damage from people who just don't care that have made the fields unplayable. He could show them pictures of the fields during their season and what it looks like when people don't care about it. The difference is night and day. During the season, the grass looks like a putting green. They raised money and bought their own tractor and a nice finishing mower. As far as the lease, they have never had to pay for Boise and have always paid for Campbell Park. They rely on money from their concessions to pay for a lot of things – garbage, umpires, equipment, etc.

Dunn asked if they are worried that it will be more expensive without a lease under the new reservation system. He said they paid \$1 for the lease. People tear stuff up, vandalize things and drive on the fields. During the season, he spends dozens of hours maintaining the fields. He went out in March and got the fields ready. The next week, it poured down rain and the next day there was a little league team practicing on it.

Dunn asked if it is more an issue with the fields being messed up and Houk said it's a public park so anyone can use it if it's not reserved and being used. Houk said they have had an agreement for years that softball fields are for softball and baseball fields

are for baseball and that is the way it's been for years. Dunn said if they go away from lease and to reservation system and there is the clause for having fees waived for non-profits. Brown said that clause is only on the Parks Use application form, not on the Exclusive Use Permit so they would have to look into it. Woodruff said you are going to have the same issues whether you have a lease or permit. Kroll understands but with the lease in place, a lot of people know about it and he thinks that keeps people away. He thinks people will use them more for other things when they see they are available. They have maintained those fields by themselves for years and put in a lot of their own time and money into the fields and they want to make sure they have a place for the girls and boys to play ball. It would be a full-time job for one employee to maintain all the fields and the Parks Department doesn't have the manpower. Brewington said the answer might be sandwich boards to say stay off the fields after they are prepared. Houk said sandwich boards tend to disappear.

Kroll said he has been asked to host tournaments and it's a great way to bring money into the City with hotels and restaurants but he has a hard time telling USA Oregon softball we will host tournaments when he knows teams will look at the condition of the fields and never come back. It would be good if they can apply to have their fees waived with the understanding they will do the maintenance. Dunn said we are just trying to get everything on the same system with reservations. Brown said as far as waiving the fees on the fields, they are opening the door to nobody ever paying the fees again and then we have no money at all. That was the reason for earlier discussion on raising the fees so they would have some money for future improvements.

Mindy Sass said the past lease said the lessee shall at all times take good care of the premises. So if it goes to the reservation system, is the Parks Department willing to take over the maintenance at the Boise fields that St. Helens girls Softball has exclusively been doing? Brown said this has been discussed in the past where City staff would outline what a feasible field is for our current staffing and it would be kept at that level. If that level is not acceptable to the league, the league is welcome to do additional work on top of that but the City will not reimburse you for any time or funds for that because we don't have the funds. Houk said Kroll has saved their bacon many times by taking care of Campbell and Boise. They look the way they do because of Kroll. Parks can basically mow them and that's it. The City has an agreement with Adult Softball that we line and drag the fields and they pay us to do that. It takes one person a half hour to line and drag one field.

Kroll said at Tualatin Hills, they walk on and walk off and don't do any maintenance. Brewington asked what they pay for that and Brown said it's roughly \$400 for a recreational softball team. Brown said they could look at hiring a contractor to take care of some of the fields. Having a paid contractor would mean having set standards and if something isn't done correctly, you can go back on that contractor rather than depending on a member of the community. Kroll says what they do is way above a standard level so hiring somebody to do it will be way more expensive. Brown said nobody should be working on the fields without a volunteer release agreement. Sass asked how far in advance they can reserve and Brown said it can be set up for any amount - even 365 days so they could set up reservations for next year. Brown said the fee schedule is set to be approved by Council at the next meeting. Dunn said waiving fees would be a separate discussion and they should put it on agenda for next month. Kroll said as far as deciding on lease, they shouldn't make a decision until they read the lease agreement

so they can look at it and decide next month. Brown said on the reservation system, the Boise fields would be \$5 per session per field. The liability issue is easy to fix by them signing a form. Kroll asked if they can get a signature page with the permit so they can have coaches sign it as part of registration and Brown said that is an easy fix.

Motion: Upon Jacob Woodruff's motion and John Brewington's second, the Commission recommended to Council that they move forward with reservation system instead of a new lease agreement with Girls Softball. [Ayes: Howard Blumenthal, Carmin Dunn, John Brewington, Paul Barlow, Jacob Woodruff; Nays: None]

6) **Old Business**

4) **Councilor's Report**

7) **Discussion Items**

Barlow said the BMX track up and running and there are pictures on Facebook. His thanks to Houk and Nelson. Houk said it came out better than he ever thought it could.

Blumenthal said he has been moving gravel on top of hill at Nob Hill for the rainy season. They have been trimming and watering and the City sprayed for poison oak. He wants to work on the bench idea this fall when it's cooler.

8) **Other Business**

9) **Adjournment** – 5:44 p.m.

Respectfully submitted by Sheri Ingram,

City of St. Helens
Library Board
Minutes from Monday, September 9, 2019
St. Helens Public Library

Members Present

Becky Bean
Lisa Beardslee
Patrick Birkle
Dan Davis
Amanda Heynemann, Chair
Margie Stanko

Members Absent

Melisa Gaelrun-Maggi, Vice Chair

Guests

Councilors in Attendance

Stephen Topaz

Staff Present

Margaret Jeffries, Library Director
Dan Dieter, Library Board Secretary



CALL MEETING TO ORDER: The meeting was called to order at 7:20pm by Chair Heynemann.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: N/A

PREVIOUS MEETING MINUTES: Minutes were reviewed and approved.

REQUEST FOR PARTICIPATION IN TRUNK-OR-TREAT – MALINDA DURAN, ST. HELENS POLICE DEPARTMENT: Malinda Duran was unable to attend the meeting.

WELCOME NEW BOARD MEMBERS AND INTRODUCTIONS: Library Director Jeffries described some of the changes that have occurred over the 10 years of her tenure as Director. Many things have been added like the Ukulele group, Fiber Fanatics, and standing activities like book readings by local authors. Each board member then introduced themselves to the new board member Margie Stanko.

CONTINUED REVIEW OF MUNICIPAL CODE AND STRATEGIC PLAN WITH DISCUSSION OF BOARD MEMBER ASSIGNMENTS: Director Jeffries gave some background on the Municipal Code and the Strategic Plan. The 12 items listed in

Section 2.28.080 Duties and Powers of the Municipal Code were the basis of last year's Library Board report to the City Council. The report highlighted what goals the board is responsible for and what was done to accomplish them. In 2017 the Strategic Plan was adopted and then developed into the four working groups. The working groups and how their assignments have been worked out were discussed. Last month the Board decided to close the Community Partners working group, leaving three remaining groups, viz., Access, Facilities and Communication. The group discussed the achievements of the different working groups, e.g., that the Access working group worked on joining the Passport Library Card program, eliminating fines for youth materials, creating the rules for patron locker use, etc. They are currently working with the local school district to try to extend library card availability to school students who would otherwise not have access to a library card.

The Communication working group was discussed. The group discussed the social media accounts that have been created, i.e., Facebook, Twitter, as well as website updates. Member Bean recently attended a workshop on website and social media design and will give the board a report in the future. Member Bean did describe how the library website can be used to make invisible issues known to patrons, e.g., that we have meeting rooms available, or that we need storage space.

The Facilities working group was discussed. Councilor Topaz suggested that the group take a longer term approach to facility usage. Director Jeffries suggested that we look at using some of the space in this building for a maker space, and that we might start by touring other maker spaces to get an idea of how it is done at other locations. A prior focus for the Facilities working group was safety, and as a result of their work, the new emergency exit was installed in the back of the Library. The group discussed how many board members need to be on each working group, and if each current board member wanted to shift. The group decided to assign Members Beardslee and Davis to the Facilities working group, Members Birkle, Stanko and Heynemann to the Access working group, and Members Bean and Gaelrun-Maggi to the Communication working group.

Director Jeffries reported that staff assignments for each of the working groups will be reorganized keeping in mind other projects that relate to the Strategic Plan. For example, Library Assistant Dieter will work on broadening the volunteer program, and Library Technician I Woodruff will work on the integrated collection software, a program that approaches the collection of lost book fees from patrons. The remaining staff will be assigned as follows: the Access working group will include Youth Librarian Kolderup and Library Technician II Barbie, the Communications working group will include Library Assistant Burkhart and Reference Librarian Herren-Kenaga, and the Facilities working group will include Director Jeffries and Library Assistant Karmartsang. The group also discussed an item that was not on the strategic plan, specifically, combining the Library catalog with the Scappoose Library catalog.

LIBRARY BOARD VACANCY: Chair Heynemann asked about adding more board members. The group discussed and suggested that the Board wait for a while to add new members, allowing the two new members an opportunity to acclimate.

CITY COUNCILOR'S REPORT: Councilor Topaz stated that the community is changing and that we need to match what services people need to what services we can offer. The Library could act as a clearing house for such a process.

LIBRARY DIRECTOR'S REPORT: Director Jeffries stated that the Parks has been by to trim the trees for improved visibility at night. The Genial Genealogists will be hosting a first ever conference on September 21. This will include several sessions some of which will utilize the hallway as a workshop area. The Friends of the St. Helens Public Library are sponsoring the event. The Oregon Historical Society and the Mazamas will host a glass slide show on October 1. The Library Book Club will have 'Southern Authors' as the theme for September's meeting and 'Murder Mysteries' for the November Meeting. Library Technician I Woodruff has asked author Amy Stewart to come to the library and share photos and stories about her popular 'Kopp Sisters' novels. This program is scheduled for October 22.

BOARD MEMBER REPORTS:

National Novel Writing Month – Becky Bean: Member Bean gave a short history of the National Novel Writing Month, or NaNoWriMo, which she helped bring to the local area. The St. Helens writing group is very strong and has been very active since 2015. There are rules for participation, namely that you write during the month of November and it must be a new piece that is being worked on. You can work on your own, but there are a number of opportunities to work as part of a group here at the Library.

SUMMARIZE ACTION ITEMS:

NEXT MEETING: The next regularly scheduled meeting will be Monday, October 14, 2019 at 7:15 p.m. in the Columbia Center Auditorium.

ADJOURNMENT: Chair Heynemann adjourned the meeting at 8:50 pm.

✍

Respectfully submitted by:

Library Board Secretary, Dan Dieter

2019-2020 Library Board Attendance Record

P=Present E=Excused Absence U=Unexcused Absence

Date	Bean	Beardslee	Birkle	Davis	Gaelrun-Maggi	Heynemann	Stanko	VACANT	VACANT
07-08-2019	E	P	P	-	P	P	-		
08-12-2019	P	P	P	P	P	P	E		
09-09-2019	P	P	P	P	E	P	P		
10-14-2019									
11-12-2019									
12-09-2019									
01-13-2020									
02-10-2020									
03-09-2020									
04-13-2020									
05-11-2020									
06-08-2020									

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 6th day of November, 2019 are the following Council minutes:

2019

- Work Session, Executive Session, and Regular Session Minutes dated September 18, 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

September 18, 2019

Members Present: Mayor Rick Scholl
Council President Doug Morten
Councilor Ginny Carlson
Councilor Keith Locke
Councilor Stephen R. Topaz

Members Absent: None

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Crystal Farnsworth, Communications Officer
Brian Greenway, Police Chief
Sue Nelson, Interim Public Works Director
Margaret Jeffries, Library Director
Shanna Duggan, Recreation Coordinator
Tina Curry, Event Coordinator

Others: Patrick Birkle
Christine Menges
Nicole Thill

1) **1:00 P.M. - Call Work Session to Order**

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

- ◆ Patrick Birkle. He appreciates the timeliness of packets being published and available to the public. He requested a report with an update specific to the Boise property and the marijuana facility. He knows Councilor Locke is a liaison to that company and sometimes gives updates.

Councilor Locke stated that he is working on a report. Mayor Scholl added that they are working to delineate the wetlands, which is the first step in the development of the property. There has been cleanup of the property. Patrick appreciates that information but also requested a printed report included in the packet. Interim Public Works Director Nelson added that Public Works occasionally does work there, which is included in the monthly Public Works report. Discussion ensued. Mayor Scholl added that the marijuana facility has been licensed for 10 months now. They made a payment last month per the lease agreement. Records are available through OLCC.

3) **Discussion Topics**

3.A Employee Length of Service Award

One employee has reached a milestone in his employment with the City of St. Helens. The following individual will receive a certificate and pin.

20 Years

Jon Eggers came to work for the City in September of 1999 as a Patrol Officer where he served up until July 1st of this year when he was promoted to Sergeant.

Congratulations, Jon, and thank you for your service!

3.B Review Request from Shoestring Community Players

Mayor Scholl reviewed the letter received from Shoestring Community Players regarding expenses. A copy is included in the archive meeting packet. The letter does not include their current savings account balance.

Mayor Scholl suggests going back to the way they used to give money through the State Revenue Sharing (SRS) process. Council President Morten pointed out how it changed when the recession hit. The SRS funds went into the General Fund for City use and would be donated on a case-by-case basis. Discussion ensued. There were concerns about whether this funding would be sustainable. The Council needs to be accountable for funds they grant. The Council supports the Shoestring Community Players but needs more information before making a decision. Consensus of Council to wait until the next meeting for a representative to come talk with them.

3.C Update on Recreation Program - Shanna and Matt

Recreation Coordinator Shanna Duggan reported on what the Recreation Program has been doing the last six months:

- Held 12 week-long summer camps; 11 of them were at the Recreation Center and one was a soccer camp at the high school. They had 83 kids come through the program. Kids came from as far as Rainier and Beaverton.
- Open gym on Sundays all summer.
- The soccer on the high school turf field averaged between 18 – 30 kids.
- July was tennis.
- August was basketball. That averaged about 30 people. It was a very popular event.
- Tween and Teen Nights.
- Youth Tennis began this summer for ages 4-13. Each session almost sold out.
- Parent Cafes' were held in partnership with Public Health and CCMH. About 20 parents attend. It is a safe support group for parents.
- Community Game Nights
- Movie Nights in the Park
- Bingo
- After School Program finished in June. They are permanently set up in portables this year. There are 40 kids currently enrolled.
- There are open times for home schoolers, developmental disability group, and veterans.
- Partnership with Griffin's Place. It is a nonprofit focused on 14+ with intellectual or developmental disabilities. About 25 people attended the first one. Most were from Columbia County who had to previously drive to Hillsboro for these services.
- Partnership with CCMH Spark Program.
- Play groups began again today.
- Helped with soccer registration in August.

Coming up for the Recreation Program:

- Middle school after school program. The School District has some funds available to assist. The goal is to have various activities at the same time so the program isn't one-size-fits-all. She and Recreation Assistant Ryan Ward will meet the middle school students during lunch to see what they want.
- Youth Basketball is now under the Recreation Program. It brings in about 300 kids each season. It now includes three year olds through sixth grade.
- Junior Recreation Assistant program is in the works. It's good experience and helps them make connections with other youth.
- The Recreation Program employed nine high school students over the summer. Several have graduated and left for college.

Duggan talked about the good feedback they have received. The programs are becoming more popular with more requests for additional classes all the time. The last six months has been very successful.

Mayor Scholl thanked Duggan for the great work they are doing. It's a small investment for the community as a whole.

Council President Morten asked if the Recreation Program is sustainable to operate on its own. Finance Director Brown reported that the after-school program is sustainable as of right now. They hope it continues to grow and become more profitable to pay for other programs. They are trying out the Basketball program this year and hope to have over 300 kids participate. It's a trial period to see what expenses come up. They try to offer programming for free while staff is already at the building so that there is no additional cost to hold the program.

Councilor Topaz said this is more community than recreation, as far as importance. He sees the recreation piece being a platform for the community. We'll need at least two years to see where it will go. He'd like to see more communication to the community about what is being offered.

Mayor Rick encourages people to stop at the building when they see vehicles there. They should introduce themselves and see what's going on. Brown also noted that just because you see two cars out front doesn't mean there aren't 30 or 40 kids inside the building. He gets questions about that a lot. With programs like after-school and summer camps, parents might drop off their kids and leave. Discussion of wrapping the Recreation Program van. Council concurred.

3.D Review Pretreatment Coordinator and Bailiff Job Descriptions

Interim Public Works Director Nelson reviewed the Pretreatment Coordinator job description. The person formerly in that position left to take a position with another city. They made changes to the job description to better fit DEQ requirements.

Finance Director Brown reviewed the Bailiff job description. It is a combination of job descriptions from other cities who have bailiffs. Police Officers are currently working the position until someone is hired.

4) **Department Reports**

Chief Greenway reported...

- The St. Helens School District will be hosting 400 National Guard soldiers at a Mobilization Ceremony on Sunday, October 13. The governor might be in attendance. He will report more at the next work session.

Interim Public Works Director Nelson reported...

- Fire hydrants have been painted.
- Crews are now helping set up Spirit of Halloweentown.
- There will be some cleanup around City Hall over the next few days.
- Working with Columbia River Fire & Rescue to flush fire hydrants. It will probably be more of a public works undertaking than a fire district task. She will update the Council when they have a better idea of the schedule.

Finance Director Jeffries....

- Invited to be on the Board for the Law Library. Attended her first meeting yesterday.
- Going to Vernonia tomorrow for a meeting of all Columbia County library directors.
- The library is hosting a genealogy conference on Saturday. It's an all-day event with two tracts.
- On October 1, the library will be hosting speakers from the Oregon Historical Society and the Mazamas. They are going to present a short history on mountaineering and outdoor recreation in the pacific northwest with a glass lantern slideshow from the 1920s.
- Hosting author Amy Stewart on October 22. She writes fiction and nonfiction.
- The Columbia County Museum Association is presenting a program for the 100th birthday of the John Gumm School at 7 p.m. in the auditorium. There is a tour at 4 p.m. of John Gumm building.

Finance Director Brown reported...

- The financial audit is almost complete. Normally, someone from the audit team presents the audit to the Council. Does the Council want them to come? Council said yes. That will probably happen in December.
- He and Nelson have begun reviewing the storm utility fees. There are a number of customers who were not being charged for it and the Council directed staff to review those accounts to make it more equitable. Nelson and her intern reviewed 300-400 properties to determine if they were inside City limits. They are working with the consultant to re-write the Code. It will probably come to Council in January or February for an updated Ordinance proposal.

Communications Officers Farnsworth reported...

- Nothing to report.

Event Coordinator Curry reported...

- Spirit of Halloweentown update:
 - Working on Plaza.
 - One slot still to be confirmed for the pumpkin lighting.
 - Public Works has been very helpful getting everything set up.
 - New vendors and restaurants this year.
 - Heather Epperly is working with the police chief, fire marshal, and Hudson Garbage Service for the parade.

- The City is sponsoring three different floats in conjunction with the parade. They are working on providing entertainment along the parade route so people aren't as antsy waiting for the parade to arrive.
- Some props have been replaced with more durable options to last longer.
- Ticket sales look good.

Councilor Topaz asked what the date is for the parade. Curry responded that it's October 5th. It is coordinated by American Family Insurance and Guild Mortgage. It's not a City event. It will end downtown, followed by the pumpkin lighting, and then the announcement of winners.

Mayor Scholl thinks the City Mac Truck should be decorated and entered. Council agreed to participate.

Discussion of increased safety. Chief Greenway reported that the Police Department has a plan to make the parade route safer. Last year's parade brought more out-of-state plates than in-state.

Curry placed a packet of information a few weeks ago in all councilors boxes. She will be putting updated packets in their boxes as the agenda changes.

City Administrator Walsh reported...

- Impressed with our Recreation Program and Duggan's report. It's had a good community impact. He hopes it can remain sustainable.
- He addressed the property development inquiry that was made at the beginning of the meeting.
 - Last year, a transportation grant was submitted for \$15 million. That was highly recommended but did not get funded. They have resubmitted a new and improved grant application this year for \$12 million. They should find out in December if they received it. It's not uncommon to have to submit three times before a grant is awarded.
 - They have looked at doing things internally to move forward such as removing fences, planting grass, etc.
 - Working with the developer on what can be done to move forward.
 - Working with senators and the State on repurposing the lagoon. It's still theoretical.
 - Working on a community engagement plan to share information with the community.
 - There is a resolution included in tonight's packet for a grant for the St. Helens Industrial Park to do conceptual designing of the master plan.
 - Part of the challenge with the lease and sales agreement issue is selling a donut-shaped hole of the property, along with utility issues.
 - The RV Park is still being looked at.
- Attending the LOC conference next week. He will be participating on a panel on energy services.

5) Council Reports

Councilor Topaz reported...

- He reviewed the emergency terrorism procedures for City Hall that were done by Brown. He did not see police chief's name listed in contributing to the report. The report seems like a band aid.

- He suggests the City stop the waterfront, lagoon, and development of the housing behind Starbucks, Legacy, and DMV. All of these things were reviewed based on the one location, not how they're connected to the whole community. There are two things that were upsetting. Gable Road – how do we get to Highway 30? Adding apartments behind Starbucks will make it even more dangerous for students to cross the street to the high school. He wants to stop these projects, which will tick off a lot of people. ODOT, federal government, the railroad, and the developers all need to sit together in one room to figure this out.

Councilor Carlson reported...

- There's a process for Planning and laws that allow people to develop their property according to Code.
- Suicide Prevention Walk on Saturday in Scappoose.
- Harvest Festival on Sunday at the Caples House in Columbia City.
- Would like to see regular reports from all businesses and organizations that the City leases to or in the process of selling to; such as what the Senior Center and CCET do.

Councilor Locke reported...

- He and Walsh have met with Cascades a few times recently. They are now on their fourth manager in two years. They have also lost or changed all their other managers. It's not easy to do business when people keep changing. The marijuana facility is using all of the infrastructure that Cascades has because the City doesn't have other infrastructure. They are working on an agreement between everyone. The contract gives them six months to get everything figured out.

Council President Morten reported...

- Brad Hendrickson will give a Sand Island camping report at the next meeting. He suggested the report be given in the evening to allow Parks & Trails Commission members the opportunity to attend. Council concurred.
- New banners to replace the ones on the Highway should be here. Nelson added that the City is not able to put the banners up on the Highway themselves because they don't have the correct lift.
- He would like to differ with Topaz's remarks about stopping development. Stopping the momentum of everything they have accomplished to focus on issues with the Highway shouldn't happen. The last Transportation System Plan (TSP) was done in 2011. He suggested asking the consultants to review the plan for updates. There is due process in working those issues out. Morten spoken with Senator Betsy Johnson about supporting an overpass on Highway 30. She says not on her life. There will be push back, particularly from people you wouldn't think would give push back. To stop the momentum of all the stuff our staff is diligently working on is not proper. He won't support that. But he would support looking at it.

Topaz agrees. He got everyone's attention by saying to stop everything. He doesn't care how it gets done, but it does need to get done. It will be a political nightmare.

Walsh added that the City has pushed the Port on the rail study to include us on impacts to railroad.

Mayor Scholl reported...

- They are working with senators, representatives, county commissioners, and partner agencies to make things happen. He understands the importance of partnerships.
- The Chronicle would like to know if the City would like to sponsor the Little Spooks Parade again this year. Councilor Carlson pointed out the fee for parade cleanup. She would like to know if the City will show as a sponsor in the headline, because it only said The Chronicle's parade last year.
- There's a lot of progress in the City. People don't always like change. We work on a very tight budget. We receive less money from taxes than many of the surrounding agencies to keep up with growth. Our staff and council get conflict from all angles, and they do a good job of doing the most they can with the limited resources they have.

6) **Other Business**

7) **Adjourn** – 2:41 p.m.

Executive Session

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Crystal Farnsworth, Communications Officer

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

September 18, 2019

Members Present: Rick Scholl, Mayor
Doug Morten, Council President
Keith Locke, Councilor
Ginny Carlson, Councilor
Stephen R. Topaz, Councilor

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Sue Nelson, Interim Public Works Director

Others: None



At 2:51 p.m., Mayor Scholl opened the Executive Session pursuant to

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

and then gave Council roll call.

The Executive Session was adjourned at 4:19 p.m.



ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Regular Session Minutes

September 18, 2019

Members Present: Mayor Rick Scholl
Council President Doug Morten
Councilor Keith Locke
Councilor Ginny Carlson
Councilor Stephen R. Topaz

Members Absent: None

Staff Present: John Walsh, City Administrator
Crystal Farnsworth, Communications Officers
Matt Brown, Finance Director
Sue Nelson, Interim Public Works Director
Brian Greenway, Police Chief
Margaret Jeffries, Library Director
Tina Curry, Event Coordinator

Others: Howard Blumenthal
Frank Brandon
Chris Mathews

1) **7:00 P.M. - Call Regular Session to Order**

2) **Pledge of Allegiance**

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

- ◆ Frank Brandon. The Chronicle held a candidate forum over a year ago. At least three current members participated. A topic was raised about “20 is Plenty.” There was no objection from participants. Frank expressed some of the concerns he has. Last Fall, Councilor Locke brought up concerns about the St. Helens Street and South 1st Street intersection. There was discussion about it not being as simple as putting up stop signs. They hired a consultant to study the intersection. Kittleson and Associates presented a report with their findings. They used traffic flow studies from January that aren't indicative of high summer and October traffic. Council said there would be public engagement meetings, which Frank never saw announced. The study cost \$12,000. It will cost \$67,000 to move forward. There are a lot of hours being billed in the contract listed under ‘5c.’ These billable hours are a lot of money. Then it will go out to bid for the people actually doing the work. That will again cost a lot of money. And Nelson pointed out that they should be careful not to spend all the budgeted funds in one place. We wish for a safe intersection and for someone not to die. This will end up costing about \$200,000 – 250,000. If it's fancier than the bare bones, it will be \$300,000+. He doesn't think this much money needs to be spent. Use the “20 is Plenty,” bump out the sidewalks, put a traffic camera in there, and have Public Works install a 4-way stop.

- ◆ Howard Blumenthal. South 4th Street and Old Portland Road is getting a lot worse. He is concerned because of the amount of people that speed around the corner of Old Portland Road. He's afraid of getting hit there, especially when he's towing his trailer. Can the speed sign be moved farther back to slow them down? That intersection seems a lot more dangerous than South 1st and St. Helens Street. The intersection by Kozy Korner is also very difficult to get out of. With Halloween coming up, it makes it even more difficult to get out of that intersection. He only has one way to get out of his neighborhood when streets are closed on South 1st Street for Spirit of Halloweentown. It needs to be made safer for people pulling out.

Another question, does the Council know that the Veneer property is turning into an RC controlled drone/airplane operation place. He's seen one that has almost a three foot wing span flying around for over an hour. Some of them are flown 40 or 50 feet over people's heads. He's seen geese fly through even lower than the airplanes just after someone finished using one. He's had operator yell at him to get out of the way because the battery was about to die. They go very fast and fly close to people. Is that a legal use? Does the City want the Veneer property being used for that?

- ◆ Christopher Neil Mathews. He's been targeted in a gang stalking program for over eight years. He doesn't know how he was put in the program. Everywhere he goes he's followed and an alert goes out. People lie and manipulate. His friends and family have all turned against him. He's been jumped three different times by people with a baseball bat. People think it's funny because they're getting away with it and participating in it together. If you go to the police and FBI, their hands are tied. His phone has been hacked. People go by his house 24/7. Before this, he's always had a job.

Chief Greenway asked for his contact information to contact him off the dais. Council is probably not the best platform for this concern. Christopher feels like he is being silenced. He has been labeled as mentally ill and a drug addict. Council encouraged Christopher to work with Greenway. They would have referred him there.

4) **Resolutions**

- 4.a [Resolution No. 1864: A Resolution of the City of St. Helens City Council Authorizing Application for Grant to the Department of Land Conservation and Development](#)

Mayor Scholl read Resolution No. 1864 by title. **Motion:** Upon Locke's motion and Topaz's second, the Council unanimously adopted Resolution No. 1864. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

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

- 5.a First Amendment to CR Contracting, LLC Contract for 2019 Crack Sealing Project
- 5.b Utility Easement Granted to Portland General Electric (PGE) on St. Helens Industrial Park Property
- 5.c Scope of Work with Kittelson & Associates for Intersection Improvements at S. 1st Street and St. Helens Street

Motion: Morten moved to approve '5a' through '5c' above. Topaz seconded.

Discussion. Councilor Carlson pointed out the questions that have come up about '5c.' She was taken aback by the cost for the scope of work for that intersection. For that dollar amount, we've

always gone out for an RFP. Nelson explained that current Oregon law for professional services says that you cannot ask for a price up front or for competitive bids. You can ask for a call for qualifications. They give you a scope of work and only after that do they give you a price. For the sake of saving time and because they are familiar with St. Helens, it seemed prudent to go to Kittleson. If Council isn't satisfied with that, they can try to go through someone else by directly calling them and asking for a scope of work. But it's probable the cost would be higher because they aren't familiar with the project. Regarding the Kittleson project, it has a large scope of work that doesn't necessarily have to be completed. They are in there as a worst case scenario. It covers up front design work, putting specs together, the bidding process, construction to support the City in doing inspections, presentations to the City, and meetings with City staff. They have also built in landscaping. The desire was for this intersection to be a catalyst for other improvements in this area. They can take that out if they want. You see a preliminary design listed there. That is different from a conceptual design which has already been done. A lot of different factors and decisions can change the estimated cost of the project. There is a lot of contingency built into the contract. Functionality is the underline basis for the design, but the aesthetics will affect the bottom line.

Council President Morten said he remembers saying he would like to wait for the Urban Renewal to kick in for the money to come through. He's actually surprised this contract is not more. He doesn't think that now is necessarily the time to do this. He would urge delaying this project. He does not see the urgency. Mayor Scholl disagrees. They have been waiting a very long time for growth to happen. Look at lots of other towns in Oregon that have moved forward. If we keep saying, wait until tomorrow, it will never get done. He would like to address the scope of work.

Discussion of cost. Nelson said that normally you budget 30% for engineering of overall project cost. If you look at the corridor master plan, the estimate for curb extensions and things being proposed in this scope of work is over \$300,000 per intersection. This is not an exorbitant price. Councilor Topaz feels like the engineering cost is out of line, but this is a public project. How do they ask for a second bid? They need a competitive bid on this. Some of the stuff that's in this should be pulled out just based on the cost. Nelson responded that the law does not allow us to get competitive bids. Either we reject this project and start over with someone else, or we accept this bid. Walsh said we will create a very long delay if we go out for a request for qualifications.

Mayor Scholl talked about downtowns being the heart of cities. We are trying to make a more livable community. We aren't trying to spend money foolishly. Council received an email from Al Petersen with concerns about cost. This project fits within the scope of work and the cost. They do have multiple ways of financing it. Once Urban Renewal really kicks in, we will be doing a lot of intersections and it will cost a lot of money. That's just the way it is.

Nelson commented on '5b.' There was a revised easement for the PGE request on the industrial site property. They added language to the easement for termination if the easement is not used for what it should be within five years.

Mayor Scholl pointed out that the scope of work for '5c' is not just for an intersection. It was going to hold art, stamped concrete, nice street lights to put kiosks in in the future to coincide with the Branding and Wayfinding designs, etc. He thinks it is sad that this isn't being approved.

Vote: Aye: Scholl; Nays: Locke, Carlson, Morten, and Topaz.

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

Council President Morten would like item '5c' on the next work session agenda to review the scope of work. Nelson will make arrangements for the consultant to be at the meeting.

6) Consent Agenda for Acceptance

- 6.a Planning Commission Minutes dated August 13, 2019
- 6.b Library Board Minutes dated August 12, 2019

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

7) Consent Agenda for Approval

- 7.a Council Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated August 21, 2019
- 7.b Pretreatment Coordinator Job Description
- 7.c Bailiff Job Description
- 7.d Accounts Payable Bill Lists

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

8) Mayor Scholl Reports

- League of Oregon Cities (LOC) conference next week. It's very helpful, educational, and a good time to network.

9) Council Member Reports

Council President Morten reported...

- He is looking forward to the dedication of the Veterans Memorial Plaza. We have a huge Veterans Day ceremony each year. He is getting pushback from veterans about a dedication ceremony. What would an appropriate time be for the dedication ceremony? Mayor Scholl said he heard that some veterans thought that the ceremony was too political and focused too much on what was happening with the Plaza upgrades and what organizations helped instead of honoring veterans. Separating out the Veterans Day ceremony and the dedication ceremony would be good. Discussion of holding a dedication ceremony on November 1st.

Councilor Topaz reported...

- Nothing to report.

Councilor Carlson reported...

- She feels like motorized airplanes shouldn't be allowed on the veneer property. They don't allow bicycles or other motorized vehicles. If they don't let people play on the ground, why would we let them do that in the air? Discussion. Need to look into FCC rules and consult with LOC about what is legal and what isn't.
- Have brought up "20 is Plenty" in the past. Nelson confirmed that S. First Street is marked as 20mph.
- Saturday is the Suicide Awareness Prevention Walk in Scappoose.
- Sunday is the event at the Caples House.
- Always something happening at the Library.

Councilor Locke reported...

- Nothing to report.

10) Department Reports

Chief Greenway reported...

- Nothing to report.

Interim Public Works Director Nelson reported...

- Nothing to report.

Library Director Jeffries reported....

- Nothing to report.

Finance Director Brown reported...

- Nothing to report.

Communications Officer Farnsworth reported...

- Nothing to report.

Event Coordinator Curry reported...

- Nothing to report.

City Administrator Walsh reported...

- The State has pre-empted local authority to regulate drones. There may be a time, place, and manner. They can look into those rules.
- The Council retreat facilitator is developing an agenda.

11) Other Business

12) Adjourn – 7:58 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Crystal Farnsworth, Communications Officer

Rick Scholl, Mayor

City of St. Helens

Declare Surplus Property

City Council Meeting

November 6, 2019

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

Public Works Department					
Year	Make	Model	Mileage/hours	Vin/serial #	Condition
1990	Ford	Ranger	26018	1FTCR14XLPA69481	Runs needs work
1992	Ford	Ranger	63852	1FTCR14UXNTA51498	Runs needs work
1995	Chevrolet	S-10	103624	1GCCT19Z658232134	Ran a few years ago
1976	Chevrolet	1Ton	14955	CC1336Z115672	Runs and drives
1982	Dodge	1Ton Flatbed	40222	187LD34T0C255828	Doesn't run
2010	Kent	Rock Hammer		KHB10G 4168	needs rebuilt
1999	Ford	F250	95062	1FTNX20L3XEC36971	Runs and drives
1981	Ford	Flatbed	19405	1FDPN70H48VJ22180	Runs and drives
1973	Sullair	Compressor	1222	310N779	bad compressor
1990	Bearcat	Crack sealer		BK250-20790	worked a few years ago
1996	Easement	Machine	221	6731	Doesn't run
1985	Stow	Asphalt cutter		23121-601	Ran a few years ago
1978	Layton	2.5 Ton roller		7WV273-8	Runs and moves
1994	Jeep	Cherokee	91416	1J4FJ275RL227830	Runs and drives
2000	Ford	Ranger	99925	1FTZR15V6YPA59466	Runs needs work
1997	Chevrolet	2500		1GCGC29RVE207094	Runs and drives
2005	Dixon	2 TR Mower	651		Runs mower deck bad
2002	Bobcat	Dumpster 2100			Doesn't run
2001	John Deere	Mower	1541	T-445DO122294	Runs PTO bad
1997	Kubota	3060 Mower	1510 hrs.		Runs and moves
	Pro Vac	1060 Leaf vacuum			unknown condition
2 Each	Ingersoll rand	Compressor		2613310003	unknown condition
	Miller	Millermatic 250 Welder			needs work
	Lift more	crane		P1504 W62	works well
	Honda	Pressure Washer			Bad pump
	Misc.	air oil fuel filters			
	Misc.	car and truck tires			
	RS Technical	Sewer camera			Doesn't work
2 each	Flatbed trailers				
	Dump Truck Tarp				
	3 Point Tractor	hydraulic adjustable blade			unknown condition
	Stihl	Weed eater		FS130	Old
	Home lite	chainsaw		super 2	good for parts
	Propane	fuel tank			

All Equipment needs work and will all need to be jump started and probably need air in the tires. When I say that it runs and drives, we drove the vehicles from Public works or the Joint Maintenance Facility to their current location the buyers would be better off to trailer the vehicles home.

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 10/29/2019 - 2:14PM
 Batch: 00009.10.2019 - AP 10.30.19 FY 19-20



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
CENTURY LINK									
034002									
10172019	10/17/2019	40.71	0.00	10/30/2019				False	0
702-000-052010 Telephone				369					
10172019	10/17/2019	19.85	0.00	10/30/2019				False	0
603-736-052010 Telephone				369					
10172019	10/17/2019	19.86	0.00	10/30/2019				False	0
603-737-052010 Telephone				369					
10172019 Total:		80.42							
CENTURY LINK Total:		80.42							
CITY OF VERNONIA, ATTN STEPHANIE BORST									
034910									
10282019	10/28/2019	84.00	0.00	10/30/2019				False	0
100-703-052018 Professional Development				COUNCIL					
10282019	10/28/2019	21.00	0.00	10/30/2019				False	0
100-701-052018 Professional Development				JOHN WALSH					
10282019	10/28/2019	21.00	0.00	10/30/2019				False	0
100-701-052018 Professional Development				RACHEAL BERRY CITY COUNTY MTG DINNERS					
10282019 Total:		126.00							
CITY OF VERNONIA, AT		126.00							

COLUMBIA COUNTY TAX COLLECTOR
 007625

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10292019	10/29/2019	10,387.43	0.00	10/30/2019				False	0
202-723-052019 Professional Services				2019-20 PROPERTY TAX					
10292019	10/29/2019	90.68	0.00	10/30/2019				False	0
100-715-052085 City Property Taxes				2019-20 PROPERTY TAX					
10292019	10/29/2019	18.19	0.00	10/30/2019				False	0
100-715-052085 City Property Taxes				2019-20 PROPERTY TAX					
10292019	10/29/2019	18.19	0.00	10/30/2019				False	0
100-715-052085 City Property Taxes				2019-20 PROPERTY TAX					
10292019	10/29/2019	37,157.97	0.00	10/30/2019				False	0
202-722-052019 Professional Services				2019-20 PROPERTY TAX					
10292019	10/29/2019	70,204.01	0.00	10/30/2019				False	0
202-723-052019 Professional Services				2019-20 PROPERTY TAX					
10292019 Total:		117,876.47							
COLUMBIA COUNTY TA		117,876.47							
MOUNT TRAILER COMPANY									
MOUN									
09102019	9/10/2019	7,847.80	0.00	10/30/2019				False	0
701-000-052001 Operating Supplies				REMOVE AND REPLACE HYDRAULIC LIFT SUPPORT					
09102019 Total:		7,847.80							
MOUNT TRAILER COMP		7,847.80							
PAULY, ROGERS AND CO., P.C.									
025320									
11931	10/14/2019	5,560.00	0.00	10/30/2019				False	0
100-707-052019 Professional Services				JUNE 30 2019 AUDIT					
11931 Total:		5,560.00							
PAULY, ROGERS AND C		5,560.00							

PEAK ELECTRIC GROUP, LLC

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
PEAK.ELE									
190647	9/17/2019	155.00	0.00	10/30/2019				False	0
601-731-052019 Professional Services				PUMP 3					
190647 Total:		155.00							
PEAK ELECTRIC GROU		155.00							
SKINNER, CAROLINE L.									
SKINN.CA									
10172019	10/17/2019	25.00	0.00	10/30/2019				False	0
100-708-052018 Professional Development				REIMB FRIENDS OF NOB HILL ANNUAL MEMBERSH					
10172019 Total:		25.00							
SKINNER, CAROLINE L		25.00							
TYLER TECHNOLOGIES INC									
452112									
025-275126	10/9/2019	4,062.50	0.00	10/30/2019				False	0
702-000-052006 Computer Maintenance				CRM MANAGEMENT					
025-275126 Total:		4,062.50							
025-276659	10/17/2019	1,031.25	0.00	10/30/2019				False	0
702-000-052006 Computer Maintenance				CRM MANAGEMENT					
025-276659 Total:		1,031.25							
TYLER TECHNOLOGIES		5,093.75							
Report Total:		136,764.44							

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 10/31/2019 - 10:49AM
 Batch: 00011.10.2019 - AP 10.31.19 FY 19-20



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ALLSTREAM									
016479									
16447370	10/21/2019	25.61	0.00	10/31/2019				False	0
603-736-052010 Telephone				754802					
16447370	10/21/2019	25.62	0.00	10/31/2019				False	0
603-737-052010 Telephone				754802					
16447370	10/21/2019	49.74	0.00	10/31/2019				False	0
702-000-052010 Telephone				754802					
	16447370 Total:	100.97							
	ALLSTREAM Total:	100.97							
BEMIS PRINTING									
002701									
8867	8/30/2019	640.00	0.00	10/31/2019				False	0
100-709-052008 Printing				FALL REC GUIDE					
8867	8/30/2019	485.00	0.00	10/31/2019				False	0
202-724-052001 Operating Supplies				DAILY ENTRY PERMIT					
8867	8/30/2019	55.00	0.00	10/31/2019				False	0
100-711-052004 Office Supplies				PERMITS ISSUED FORM					
	8867 Total:	1,180.00							
	BEMIS PRINTING Total:	1,180.00							
BOISE WIITE PAPER LLC									
003720									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10152019	10/31/2019	12,500.00	0.00	10/31/2019				False	0
202-722-055001 Principal				NOVEMBER 2019 NOTE PAYMENT					
	10152019 Total:	12,500.00							
	BOISE WIITE PAPER LL	12,500.00							
CENTURY LINK									
034002									
10042019	10/4/2019	43.59	0.00	10/31/2019				False	0
603-736-052010 Telephone				293					
10042019	10/4/2019	43.59	0.00	10/31/2019				False	0
702-000-052010 Telephone				579					
	10042019 Total:	87.18							
	CENTURY LINK Total:	87.18							
CODE PUBLISHING, INC.									
007162									
65008	10/23/2019	536.85	0.00	10/31/2019				False	0
100-702-052019 Professional Services				MUNICIPAL CODE					
	65008 Total:	536.85							
	CODE PUBLISHING, INC	536.85							
DIMSHO, JENNIFER									
DIMSHO									
10252019	10/25/2019	186.94	0.00	10/31/2019				False	0
100-710-052018 Professional Development				MILEAGE AND MEALS REIMB. OR APA CONF J. DIM:					
	10252019 Total:	186.94							
	DIMSHO, JENNIFER Tota	186.94							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
E2C CORPORATION									
E2C									
4365	10/29/2019	23,510.50	0.00	10/31/2019				False	0
201-000-052058 Events - Holloween				ENTERTAINMENT STAF PRODUCT TOURISM EVENT					
4365 Total:		23,510.50							
E2C CORPORATION Tota		23,510.50							
EASYPERMIT POSTAGE									
025602									
10112019	10/11/2019	1,500.00	0.00	10/31/2019				False	0
100-707-052009 Postage				POSTAGE					
10112019 Total:		1,500.00							
EASYPERMIT POSTAGE		1,500.00							
JOHNSON, JENNIFER A.									
017039									
10312019	10/31/2019	35.38	0.00	10/31/2019				False	0
100-707-052018 Professional Development				MILEAGE REIMB OGFOA FALL CONF. J. JOHNSON					
10312019 Total:		35.38							
JOHNSON, JENNIFER A.		35.38							
LOWER COLUMBIA ENGINEERING									
019150									
5764	10/10/2019	2,632.50	0.00	10/31/2019				False	0
704-000-053017 Capital Outlay - Rec Center				ENGINEERING SERVICES REC CENTER					
5764 Total:		2,632.50							
5769	10/10/2019	7,589.25	0.00	10/31/2019				False	0
202-721-052096 CDBG Grant Expenses				ENGINEERING SERVICES COL PAC FOOD BANK SEP					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
5769 Total:		7,589.25							
LOWER COLUMBIA ENG		10,221.75							
METROPRESORT									
020292									
IN615768	10/28/2019	3,369.30	0.00	10/31/2019				False	0
100-707-052019 Professional Services				UB BILL PRINTING SERVICE					
IN615768 Total:		3,369.30							
METROPRESORT Total:		3,369.30							
NELSON, SUSAN									
020935									
10252019	10/25/2019	403.99	0.00	10/31/2019				False	0
703-733-052018 Professional Development				OR APWA FALL CONF ROOM/ MILEAGE					
10252019 Total:		403.99							
NELSON, SUSAN Total:		403.99							
NORTHWEST DELI DISTRIBUTION INC									
021184									
366014	10/18/2019	120.68	0.00	10/31/2019				False	0
100-708-052001 Operating Supplies				SOAP					
366014 Total:		120.68							
NORTHWEST DELI DIST		120.68							
RUBENS LAWN SERVICE, JENNIFER MEABE									
028033									
0002706	10/28/2019	80.00	0.00	10/31/2019				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				OCTOBER LAWN SERVICE					
0002706 Total:		80.00							
RUBENS LAWN SERVIC		80.00							
SHRED-IT USA, LLC									
SHRED-IT									
817822682	7/31/2019	183.80	0.00	10/31/2019				False	0
100-715-052019 Professional Services				13627551 SHRED IT SERVICES					
817822682 Total:		183.80							
SHRED-IT USA, LLC Tot		183.80							
TYLER TECHNOLOGIES INC									
452112									
025-276982	10/23/2019	843.75	0.00	10/31/2019				False	0
702-000-052006 Computer Maintenance				INCODE UT CIS					
025-276982 Total:		843.75							
TYLER TECHNOLOGIES		843.75							
U.S. BANK EQUIPMENT FINANCE									
033955									
397826579	10/18/2019	99.00	0.00	10/31/2019				False	0
100-715-052021 Equipment Maintenance				CONTRACT PAYMENT					
397826579 Total:		99.00							
U.S. BANK EQUIPMENT		99.00							
WILCOX & FLEGEL									
037003									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
0436703-IN	10/24/2019	170.49	0.00	10/31/2019				False	0
703-734-052022 Fuel / Oil				SHOP FILL EQUIPMENT					
0436703-IN Total:		170.49							
WILCOX & FLEGEL Tota		170.49							
Report Total:		55,130.58							