



## **CITY COUNCIL REGULAR SESSION**

**Wednesday, February 19, 2020**

265 Strand Street, St. Helens, OR 97051

[www.ci.st-helens.or.us](http://www.ci.st-helens.or.us)

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### **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. **Deliberations - Annexation of Approximate 0.93 Acre Site at North End of Windy Ridge Road (Cinnera)**
  5. **Ordinances - Final Reading**
    - 5.a. Ordinance No. 3248: An Ordinance to Amend the City of St. Helens Comprehensive Plan Map for Certain Property from the Suburban Residential (SR) Designation to the General Commercial (GC) Designation and the Zoning District Map from the Moderate Residential (R7) Zone to the General Commercial (GC) Zone [SE Corner of Matzen and Brayden Streets Intersection]  
[Ord No 3248 - Amend Comp Plan & Zone Map PENDING 021920.pdf](#)
  6. **Ordinances - First Reading**
    - 6.a. Ordinance No. 3249: An Ordinance to Annex and Designate the Zone of Certain Property at 58865 Firlok Park Street  
[Ord No 3249 - Annex 58865 Firlok Park Street PENDING 030420.pdf](#)
  7. **Award Bid/Contract**
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**Be a part of the vision...get involved with your City...volunteer for a City of St. Helens Board or Commission!  
For more information or for an application, stop by City Hall or call 503-366-8217.**

7.a. Award Contract for N. 7th, N. 9th, & N. 11th Streets Waterline Improvement Project to C & M Excavation & Utilities, LLC in the amount of \$337,104  
[2-19-2020AwardWaterlineProject.pdf](#)

7.b. Award Purchase of Bobcat 5600 Toolcat Utility Work Machine to Bobcat of Portland in the amount of \$63,733.58  
[2-19-2020AwardToolCatPurchase.pdf](#)

**8. Approve and/or Authorize for Signature**

8.a. Agreement with David Evans and Associates, Inc. for Columbia Blvd. Sidewalk and Safety Improvements Preliminary and Final Engineering  
[R-679\\_DEA\\_PersonalServicesAgreement.pdf](#)

8.b. Contract Payments  
[021920 Contract Payments.pdf](#)

**9. Appointments to Boards/Commissions**

9.a. Appointments to Boards and Commissions  
[021920 Appts to Boards and Commissions.pdf](#)

**10. Consent Agenda for Acceptance**

10.a. Parks & Trails Commission Minutes dated January 13, 2020  
[011320 PTC Minutes APPROVED.pdf](#)

10.b. Planning Commission Minutes dated January 14, 2020  
[01142020 PC Minutes APPROVED.pdf](#)

**11. Consent Agenda for Approval**

11.a. Declare Surplus Property - Public Works  
[021920 Declare Surplus Property - PW Dept.pdf](#)

11.b. OLCC Licenses  
[OLCC 02-19-20 CC Mtg.pdf](#)

11.c. Amended Public Works Director Job Description  
[Public Works Director- Job Description Draft 2020.pdf](#)

11.d. Amended Police Support Specialist Job Description  
[Police Support Specialist - STRIKE-THRU.pdf](#)

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- 11.e. Stormwater Master Plan Update RFP  
[p-511\\_stormwater\\_master\\_plan\\_update\\_rfp.pdf](#)
- 11.f. Sanitary Sewer Master Plan Update RFP  
[p-511\\_sanitary\\_sewer\\_master\\_plan\\_update\\_rfp.pdf](#)
- 11.g. Accounts Payable Bill Lists  
[Expense Approval Register 2.8.20.pdf](#)  
[Expense Approval Register 2.14.20.pdf](#)

12. **Mayor Scholl Reports**

13. **Council Member Reports**

14. **Department Reports**

15. **Other Business**

16. **Adjourn**

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**City of St. Helens**  
**ORDINANCE NO. 3248**

AN ORDINANCE TO AMEND THE CITY OF ST. HELENS COMPREHENSIVE PLAN  
MAP FOR CERTAIN PROPERTY FROM THE SUBURBAN RESIDENTIAL (SR)  
DESIGNATION TO THE GENERAL COMMERCIAL (GC) DESIGNATION AND THE  
ZONING DISTRICT MAP FROM THE MODERATE RESIDENTIAL (R7) ZONE TO  
THE GENERAL COMMERCIAL (GC) ZONE

**WHEREAS**, applicants have requested to amend the City of St. Helens Comprehensive Plan Map and Zoning District Map for property generally located at the southeast corner of the Matzen Street and Brayden Street intersection, more specifically described in **Exhibit "A"** attached hereto and made part of this reference; and

**WHEREAS**, the St. Helens Planning Commission did hold a duly noticed public hearing and did conclude to recommend such a change to the City Council; and

**WHEREAS**, the City Council did hold a duly noticed public hearing and did find that after due consideration of all the evidence in the record compared to the criteria, that they agreed with the application; and

**WHEREAS**, the Council has considered the 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 reference.

**Section 2.** The City of St. Helens Comprehensive Plan Map is amended to change the plan designation boundaries of the Suburban Residential (SR) designation to the General Commercial (GC) designation for the property described herein.

**Section 3.** The City of St. Helens Zoning District Map is amended to change the zoning district boundaries of the Moderate Residential (R7) zone to the General Commercial (GC) zone for the property described herein.

**Section 4.** In support of the aforementioned Comprehensive Plan Map and Zone District Map Amendment, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Exhibit "B"** and made part of this reference.

**Section 5.** 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:	February 5, 2020
Read the second time:	February 19, 2020

**APPROVED AND ADOPTED** this 19th day of February, 2020 by the following vote:

Ayes:

Nays:

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Rick Scholl, Mayor

ATTEST:

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Kathy Payne, City Recorder

**EXHIBIT "A"**  
Legal Description

A tract of land in Section 5, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon being more particularly described as follows:

Beginning at the Northwest corner of Tract 18, Milton Park as per plat on file and of record in the Clerk's Office, Columbia County, Oregon; said point being the Northwest corner of Parcel 3 of the Dorothy A. Dias, Trustee tract as described in Instrument No. 96-09739, Clerk's Records, Columbia County, Oregon; thence South  $00^{\circ}44'00''$  West, along the West line of said Tract 18, a distance of 210.00 feet to a  $\frac{5}{8}$ " iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North  $87^{\circ}15'00''$  East a distance of 100.00; thence North  $00^{\circ}44'00''$  East a distance of 210.00 feet to the North line of said Tract 18; thence South  $87^{\circ}15'00''$  West, along said North line, a distance of 100.00 feet to the point of beginning.

**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
CPZA.3.19**

**APPLICANT:** Multi-Tech Engineering Services, Inc.

**OWNER:** St. Helens Land Company, LLC

**ZONING:** Moderate Residential (R7)

**LOCATION:** 4N1W-5DD-2002

SE corner of the Matzen Street and Brayden Street intersection

**PROPOSAL:** Zone Map Amendment from Moderate Residential (R7) to General Commercial (GC) and Comprehensive Plan Amendment from Suburban Residential (SR) to General Commercial (GC)

The 120-day rule (ORS 227.178) for final action is **not applicable** per ORS 227.178(7).

**SITE INFORMATION / BACKGROUND**

The 0.48 acre subject property is located east of Matzen Street and south of Brayden Street, an undeveloped right-of-way currently under development. The applicant received Conditional Use Permit approval (CUP.2.18) for a multi-family development north of Brayden Street in September 2018. This multi-family development is currently under construction. The subject property is currently utilizing a Temporary Use Permit (TUP.9.18) on the site for temporary storage of a construction-related trailer, materials, and equipment related to the multi-family development.

Surrounding uses to the west of Matzen Street are dominated by single-family dwellings. To the north of Brayden Street is the multi-family development under construction and more single-family dwellings. To the south of the subject property is one single-family dwelling and one undeveloped property. To the east between the subject property and Highway 30 are commercial uses, including a hotel.

**PUBLIC HEARING & NOTICE**

Hearing dates are as follows: December 10, 2019 before the Planning Commission and January 15, 2020 before the City Council.

**At their December 10, 2019 meeting, the Planning Commission unanimously recommended approval of this proposal.**

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on November 20, 2019 via first class mail. Notice was sent to agencies by e-mail on November 19, 2019. Notice was published in the The Chronicle on November 27, 2019. Notice was sent to the Oregon Department of Land Conservation and Development on November 5, 2019.

## APPLICABLE CRITERIA, ANALYSIS & FINDINGS

### SHMC 17.08.040 Quasi-judicial amendments and standards (1) (a) - (b):

- (a) A recommendation or decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on 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; and
  - (iv) A proposed change to the St. Helens Zoning District Map that constitutes a spot zoning is prohibited. A proposed change to the St. Helens Comprehensive Plan Map that facilitates a spot zoning is prohibited.
- (b) Consideration may also be given to:
- (i) Any applicable evidence of change in the neighborhood or community or a mistake of inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

**(a)(i) Discussion:** This criterion requires analysis of applicable comprehensive plan policies and that the change will not adversely impact the health, safety, and welfare of the community. The applicable Comprehensive Plan goals and policies are:

### 19.08.020 Economic goals and policies.

[...]

(3) *Policies. It is the policy of the city of St. Helens to:*

[...]

*(j) Allocate adequate amounts of land for economic growth and support the creation of commercial and industrial focal points.*

### 19.12.070 General commercial category goals and policies.

*(1) Goals. To establish commercial areas which provide maximum service to the public and are properly integrated into the physical pattern of the city.*

*(2) Policies. It is the policy of the city of St. Helens to:*

*(a) Encourage new commercial development in and adjacent to existing, well-established business areas taking into account the following considerations:*

*(i) Making shopping more convenient for patrons;*

*(ii) Cutting down on street traffic;*

*(iii) Maximizing land through the joint use of vehicular access and parking at commercial centers; and*

*(iv) Encouraging locations that enjoy good automobile access and still minimize traffic hazards.*

*(b) Designate sufficient space for business so that predictable commercial growth can be accommodated and so that an adequate choice of sites exists.*



[...]

*(e) Improve the general appearance, safety and convenience of commercial areas by encouraging greater attention to the design of buildings, parking, vehicle and pedestrian circulation, and landscaping through a site design review procedure.*

*(f) Preserve areas for business use by limiting incompatible uses within them.*

[...]

*(h) Encourage in-filling of vacant lands within commercial areas.*

#### **19.12.080 Suburban residential category goals and policies.**

*(1) Goals. To establish conditions which will maintain attractive, convenient residential living typical of moderate density semi-suburban areas.*

*(2) Policies. It is the policy of the city of St. Helens to:*

*(a) Allow for the convenient location of grocery stores by the conditional use process.*

*(b) Permit a degree of flexibility in residential site design and a mixture of housing, including multi-dwelling units, through the planned development procedures.*

*(c) Promote the development of homesites at a density and standard consistent with: the level of services that can reasonably be provided and the characteristics of the natural environment.*

*(d) Review diligently all subdivision plats in the suburban residential category to ensure the establishment of a safe and efficient road system.*

*(e) Designate suburban residential lands as R-7, Moderate Residential, or R-10, Suburban Residential, on the city zoning map.*

This proposal could be viewed as creating a larger commercial focal point in this area, which aligns with an economic policy from the Comprehensive Plan. Also, given that this property is a corner lot and is close in proximity to Highway 30, it has good automobile access which aligns with the General Commercial Comprehensive Plan policies. Matzen Street is classified as a collector street per the City's Transportation Systems Plan (2011).

Other relevant adopted addendums to the Comprehensive Plan include the 2019 Housing Needs Analysis (HNA) (Ord. No. 3244) and the 2008 Economic Opportunities Analysis (EOA) (Ord. No. 3101). The HNA concluded that there is a 293-acre surplus of low density residential lands to accommodate a 20-year projected housing demand within the urban growth boundary. R7 zoned properties are considered low density per the HNA. The EOA concluded that St. Helens has a shortage of commercial lands. This zone change would change property for which there is a surplus (R7) to a designation for which there is a shortage (GC).

**Finding:** This criterion does not conflict with the comprehensive plan goals and policies nor other addendums to the Comprehensive Plan.

**(a)(ii) Discussion:** This criterion requires analysis of the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the Comprehensive Plan.

**Finding:** The City has an approved Comprehensive Plan.

**(iii) Discussion:** This criterion requires that the proposal not conflict with the applicable provisions of the implementing ordinances. The following list the relevant implementing ordinances:

**SHMC Chapter 17.08.060 Transportation planning rule compliance**

- 1) A proposed comprehensive plan amendment, zone change, or land use regulation change, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the “Transportation Planning Rule” or “TPR”). “Significant” means the proposal would:
  - a) Change the functional classification of an existing or planned transportation facility
  - b) Change standards implementing a functional classification system
  - 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
    - 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

The applicant submitted a trip generation analysis for the proposal, which is attached to this staff report. The trip generation analysis found that if the subject property were developed with retail development, the requested zone change from R7 to GC would generate additional trips than the R7 zone would. However, the analysis concluded there would not have a significant effect on transportation facilities as a result of this zone change. Matzen Street is classified as a collector street, and this zone change is not expected to reduce or worsen performance below an acceptable performance standard. The change will also not change the functional classification of the street.

**Finding:** This proposal is not likely to significantly affect an existing or planned transportation facility.

**Finding:** There are no other applicable standards of any provision of this code or other applicable implementing ordinance to be reviewed for the purpose of this proposal not already addressed herein.

**(a)(iv) Discussion:** This criterion requires that the proposed change is not a spot zone. The definition of “spot zoning” per Chapter 17.16 SHMC:

*Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding uses and not for the purpose or effect of furthering the comprehensive plan.*

The proposal is to amend the Zoning Map from Moderate Residential (R7) to General Commercial (GC) and the Comprehensive Plan Map from Suburban Residential (SR) to General Commercial (GC). The property borders GC to the north and Highway Commercial (HC) to the east. Given that this property abuts commercial uses two out of four sides with Matzen Street separated the west side, staff does not feel this is a use that is incompatible with the surrounding uses.

**Finding:** This proposal is not contrary to Comprehensive Plan goals and policies. This proposal is not found to be a “spot zoning.”

**(b) Discussion:** Any applicable evidence of change in the neighborhood or community or a mistake of inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

**Finding:** There is no evidence that a mistake of inconsistency has been made in the comprehensive plan or zoning map for this property.

#### **CONCLUSION & DECISION**

**Based upon the facts and findings herein, the City Council approves the proposal.**

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Rick Scholl, Mayor

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Date

**City of St. Helens**  
**ORDINANCE NO. 3249**

**AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN  
PROPERTY AT 58865 FIRLOK PARK STREET**

**WHEREAS**, applicant OHM Equity Partners, LLC and Sass Enterprises, LLC have requested to annex to the City of St. Helens certain property at 58865 Firlok Park Street. 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 February 5, 2020 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 Apartment Residential, AR.

**Section 4.** The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as General Residential, GR.

**Section 5.** The land is classified as "Established" in accordance with Chapter 17.112 of the St. Helens Community Development Code (SHMC Title 17) and OAR 660-08-0005.

**Section 6.** In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.4.19 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

**Section 7.** 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:  
Read the second time:

February 19, 2020  
March 4, 2020

**APPROVED AND ADOPTED** this 4th day of March, 2020 by the following vote:

Ayes:

Nays:

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Rick Scholl, Mayor

ATTEST:

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Kathy Payne, City Recorder

EXHIBIT A  
LEGAL DESCRIPTION

A parcel of land located in the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

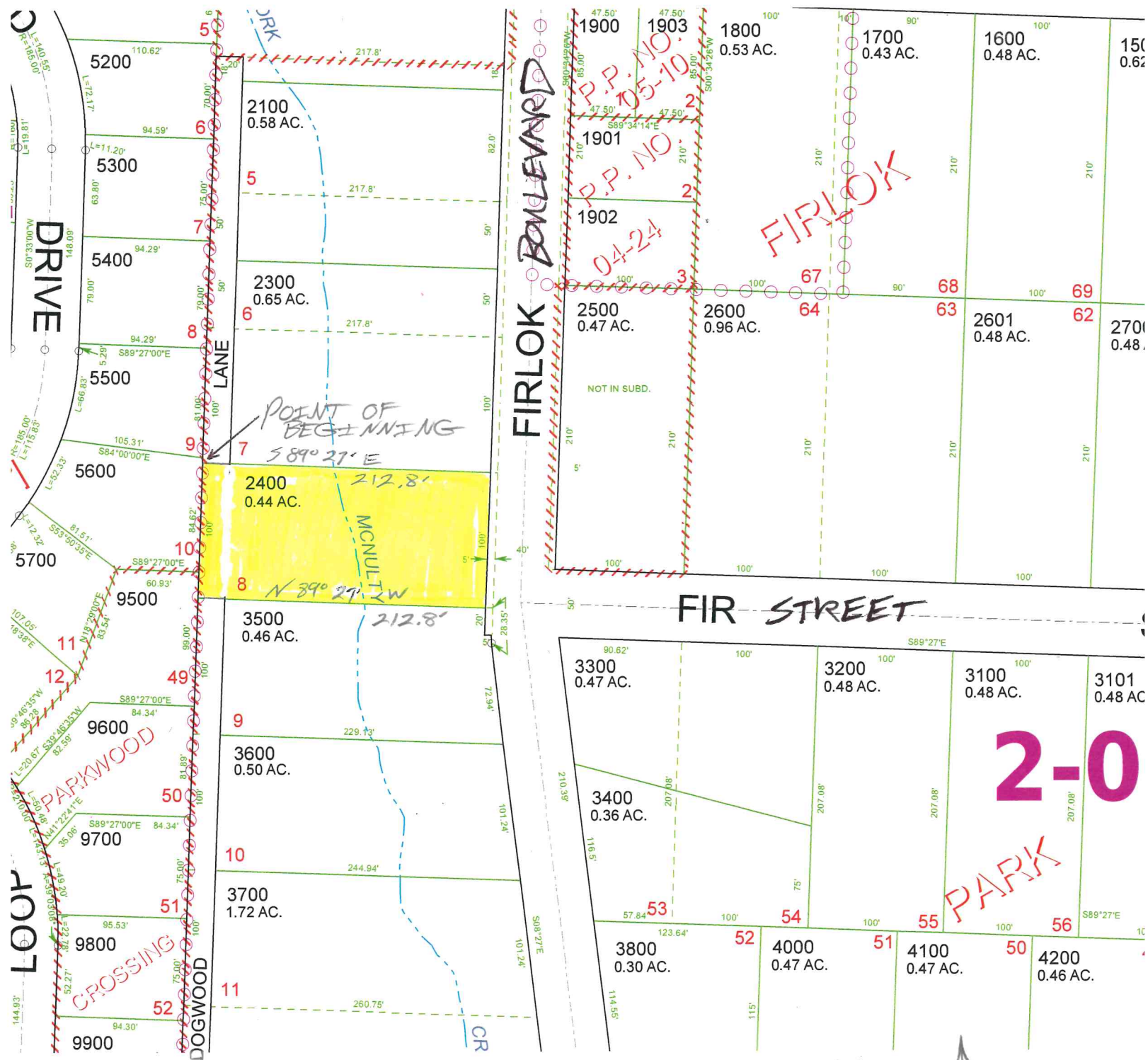
Beginning at a point, the **True Point of Beginning**, which is the Northwest corner of Lot 8 of the Firlok Park Subdivision, Columbia County, Oregon;

Thence along the North line of said Lot 8, South  $89^{\circ}27'$  East a distance of 212.8 feet to the Westerly right-of-way line of the Firlok Boulevard right-of-way;

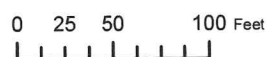
Thence Southerly to a point on said right-of-way line a distance of 100 feet, also a point where the South line of said Lot 8 and the Firlok Boulevard right-of-way intersect;

Thence along the South line of said Lot 8 North  $89^{\circ}27'$  West a distance of 212.8 feet to the Southwest corner of said Lot 8;

Thence Northerly along the West line of said Lot 8 to the **True Point of Beginning**.



ORD NO. 3249  
EXHIBIT B



North 

**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Annexation A.4.19**

**APPLICANT:** OHM Equity Partners, LLC and Sass Enterprises, LLC  
**OWNERS:** Same as applicants  
**ZONING:** Columbia County's Multi-Family Residential (MFR)  
**LOCATION:** 58865 Firlok Park Street, 4N1W-8BB-2400  
**PROPOSAL:** The property owner filed consent to annex because they desired to connect to the City sanitary sewer.

**SITE INFORMATION / BACKGROUND**

The subject property is a rectangular shaped lot at 19,166 square feet or 0.44 acres. It is accessed by Firlok Park Street with two driveways: one paved driveway to a covered carport and one gravel driveway to a single-car garage. Firlok Park Street is a developed collector classified street without frontage improvements (sidewalks, curb, and landscape strip) on either side. It is within the County's jurisdiction. The parcel slopes to the back with the North Fork McNulty Creek bordering the western property line and a small pedestrian bridge pictured below. The dwelling is connected to City water. The closest City sanitary sewer main is located in the Firlok Park Street right-of-way approximately 190 feet north of the subject property. Utilities are discussed below in further detail.

**Abutting Zoning**

North - County's Multi-Family Residential (MFR)  
East - County's Multi-Family Residential (MFR)  
South - County's Single-Family Residential (R-10)  
West - City's Moderate Residential (R7)

**PUBLIC HEARING & NOTICE**

Hearing dates are as follows: January 11, 2020 before the Planning Commission and February 5, 2020 before the City Council.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on December 23, 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 January 1, 2020. Notice was sent to the Oregon Department of Land Conservation and Development on December 10, 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 Multi-Family Residential (UMFR). 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), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244). 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 Multi-Family Residential (MFR) and the City's only zoning option given annexation is Apartment Residential (AR).**

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.

**Sewer** - The site is currently utilizing a septic system. However, according to the County, that system has failed. The closest City sanitary sewer is approximately 190 feet away in the Firlok Park Street right-of-way. However, because of the shallow elevation of the nearest City sewer line (only approximately 2 feet deep), the applicant is proposing to build a private sewer step system, which City Council has agreed to allow.

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.

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

**(b)** The land use of the subject property is a detached single-family dwelling. This is a permitted use in the corresponding zoning district.

**Finding:** 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 the west side 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 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 Firlok Park Street. Firlok Park Street is a collector-classified developed street without frontage improvements (sidewalks, curb, and landscape strip) on either side. City standards require such improvements. The existing right-of-way width of Firlok Park Street is also insufficient for the collector street right-of-way width standard of 60 feet.

**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 or right-of-way dedications.** 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.

(e) The subject property is not greater than 10 acres in gross size. 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 Multi-Family Residential (UMFR). The City's only zoning option given annexation is Apartment Residential (AR). The Comprehensive Plan designation would thus be General Residential (Incorporated) (GR).

**Finding:** Upon annexation, the subject property's Comprehensive Plan designation shall be General Residential (Incorporated) and zoned Apartment Residential (AR).

#### **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 classifies *buildable land* as:

Residentially designated land within the urban growth boundary, including both vacant and developed land likely to be redeveloped, that is suitable, available and necessary for residential uses. Publicly owned land is generally not considered available for residential uses. Land is generally considered "suitable and available" unless it:

- (a) Is severely constrained by natural hazards as determined under Statewide Planning Goal 7;
- (b) Is subject to natural resource protection measures determined under Statewide Planning Goals 5, 6, 15, 16, 17 or 18;
- (c) Has slopes of 25 percent or greater;
- (d) Is within the 100-year flood plain; or
- (e) Cannot be provided with public facilities.

This property is subject to natural resource protection measures under Goal 5, due to the presence of Wetland MC-9 (Type I) with a 75 foot protection zone and Riparian Corridor R-MC-13 with a 50 foot upland protection zone. Therefore, this property is not considered buildable land under OAR 660-008-0005.

**Finding:** The subject property should be designated as "established" in accordance with SHMC 17.112.

#### **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 General Residential (Incorporated) GR, be zoned Apartment Residential (AR), and be designated as “established” given the following condition:**

Firlok Park Street 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.\*


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Rick Scholl, Mayor

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Date

## COUNCIL ACTION SHEET

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Sue Nelson, Interim Public Works Director	
<b>Date:</b>	19 February 20250	
<b>Subject:</b>	Award Contract for the N. 7 <sup>th</sup> , N. 9 <sup>th</sup> , & N. 11 <sup>th</sup> Waterline Improvement Project, W-466	

### Background:

The 2011 Water Master Plan identified several locations with undersized watermain within the City. A goal of the Engineering Department is to systematically replace these with appropriately sized mains that will not only support the customer connections, but be able to provide adequate flow for fire protection. Locations for replacement are selected by how problematic the existing waterlines are regarding repair efforts by Public Works, and by supporting new and ongoing development. In 2019, three sections of mainlines were identified and shown to meet the criteria for replacement.

The Engineering Staff developed plans and specifications for replacing waterlines on N. 7<sup>th</sup> and N. 9<sup>th</sup> Streets south of West Street, and N. 11<sup>th</sup> Street south of Deer Island Road. In addition to the waterline, a new culvert will be installed in a section of an open ditch storm system. The project was put out to bid on December 16, 2019 with an original bid date of January 28. This date was extended to February 11 due to the City computer outage.

<b>FIRM</b>	<b>LOCATION</b>	<b>BID</b>
C & M Excavation & Utilities, LLC	Sherwood, OR	\$337,104
Advanced Excavating Specialists, LLC	Longview, WA	\$379,356
Emery & Sons Construction Group	Salem, OR	\$422,480
Turney Excavating	Keizer, OR	\$479,915
3 Kings Environmental, Inc.	Battle Ground, WA	\$487,068
TFT Construction, Inc.	Scappoose, OR	\$500,660


The estimate for the project is \$380,000. This project is identified in the current 2019/20 Budget in Capital Projects as Water Main Replacements.

### Recommendation:

Award the contract for the N. 7<sup>th</sup>, N. 9<sup>th</sup>, & N. 11<sup>th</sup> Waterline Improvement Project, W-466, to C & M Excavation & Utilities, LLC as the lowest responsive bidder and authorize the Mayor to execute a Public Improvement Contract for the N. 7<sup>th</sup>, N. 9<sup>th</sup>, & N. 11<sup>th</sup> Waterline Improvement Project, W-466. Contract will be at the rate prescribed in that firm's submitted bid, plus standard contingency.



## COUNCIL ACTION SHEET

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Sue Nelson, Interim Public Works Director	
<b>Date:</b>	19 February 2020	
<b>Subject:</b>	Award Bobcat Purchase	

### **Background:**

One of the most used pieces of equipment in the Parks and Public Works Operations divisions is the Toolcat utility work machine, manufactured by Bobcat. The Toolcat operates multiple attachments, can haul up to 2,000 pounds of material, and tow up to 4,000 pounds. Because of its small size and versatility, it is used on almost a daily basis by the Parks Department and is also utilized by the Public Works Operations crews when they need to work in a tight location.

The existing Toolcat was purchased in 2008 and has been showing signs of its age for the last couple of years, requiring more frequent and expensive repairs and it is time for replacement.

State contracting law allows utilization of existing state procurement contracts. Competitive bids for the required equipment were received through the Oregon State Procurement process, which is available to public agencies. The low bid for a new Bobcat 5600 Toolcat utility work machine with a new bucket and brush cutter attachment was received from Bobcat of Portland at a total amount of \$63,733.58. This quote is significantly less than the originally anticipated cost of \$80,000 without additional implements.

### **Recommendation:**

Council award bid for the Bobcat 5600 Toolcat utility work machine purchase to Bobcat of Portland in the amount of \$63,733.58. Pricing does not include license, title, and fees.

### **Attachments:**

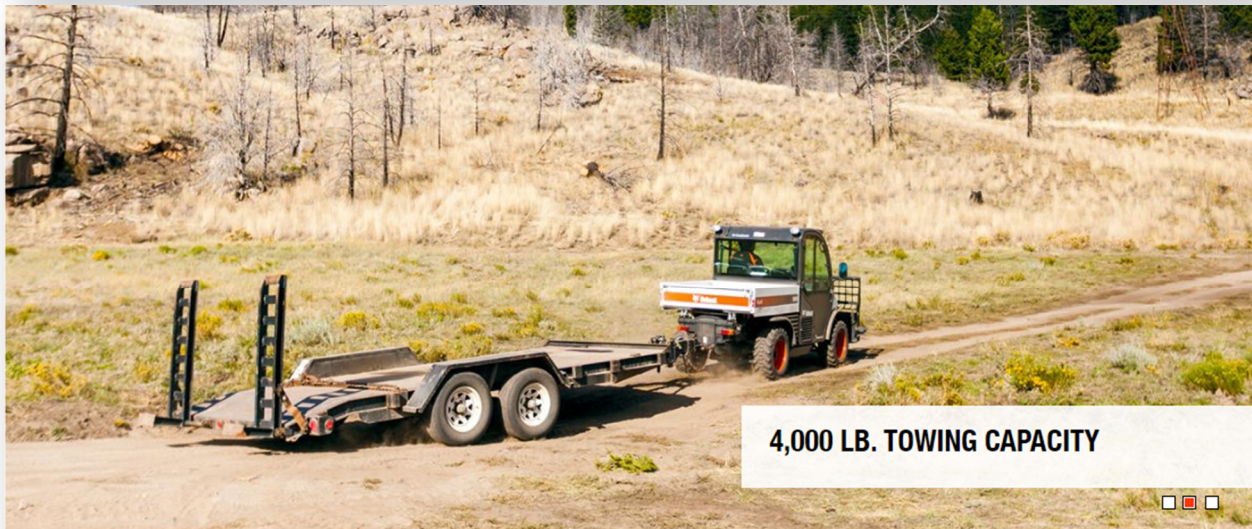
Bobcat of Portland pricing sheets and product information.

## Toolcat 5600

Your work requires power and precision. With the Toolcat 5600, you get the perfect balance of both. The power to operate 40+ attachments can only be matched with the unparalleled maneuverability of all-wheel steering. Add the ability to haul up to 2,000 lb. of payload and tow up to 4,000 lb., and it's easy to see how the Toolcat 5600 will quickly become the most-used machine in your fleet.

**PUSH YOUR PRODUCTIVITY TO THE LIMIT.**

Toolcat Utility Work Machines



**4,000 LB. TOWING CAPACITY**



**40+ COMPATIBLE ATTACHMENTS**





## Product Quotation

Quotation Number: 31843D032057

Date: 2020-02-03 09:46:45

Ship to	Bobcat Dealer	Bill To
City of St. Helens Public Works Attn: Brett Long 5855 McNully Way St. Helens, OR 07051 Phone: (503) 397-7825	Bobcat of Portland, Portland, OR 2523 NE Argyle St. Portland OR 97211 Phone: 503-907-1121 Brian O'Neill 360-977-2805 brianoneill@bobcatofportland.com	City of St. Helens Public Works Attn: Brett Long 5855 McNully Way St. Helens, OR 07051 Phone: (503) 397-7825

Description	Part No	Qty	Price Ea.	Total
<b>Bobcat 5600</b>	M1221	1	\$55,218.00	\$55,218.00
Adjustable Vinyl Seats	Hydraulic Dump Box			
All-Wheel Steer	Instrumentation:			
Automatically Activated Glow Plugs	Hour meter, Job Hours, Speedometer,			
Auxiliary Hydraulics	Tachometer, Fuel Gauge, Engine			
Variable Flow with dual direction detent	Temperature Gauge, and Warning Lights			
Beverage Holders	Joystick, Manually Controlled with Lift Arm Float			
Bob-Tach	Lift Arm Support			
Boom Float	Parking Brake, automatic			
Cargo Box Support	Power Steering with Tilt Steering Wheel			
Cruise Control	Radiator Screen			
Deluxe Operator Canopy includes:	Rear Receiver Hitch			
Front Window, Rear Window ,	Seat Belts, Shoulder Harness			
Front Wipers, and Electrical Power Port	Spark Arrestor Muffler			
Lower Engine Guard	Suspension, 4-wheel independent			
Limited Slip Transaxle	Tires: 27 x 10.5-15 (8 ply), Lug Tread			
Engine and Hydraulic Monitor with Shutdown	Toolcat Interlock Control System (TICS)			
Front Work Lights	Two-Speed Transmission			
Full-time Four-Wheel Drive	Machine Warranty: 12 Months, unlimited hours			
Horsepower Management	Bobcat Engine Warranty: Additional 12 Months or total			
Roll Over Protective Structure (ROPS) . Meets Requirements	of 2000 hours after initial 12 month warranty			
of SAE-J1040 & ISO 3471				
Falling Object Protective Structure (FOPS) . Meets				
Requirements of SAE-J1043 & ISO3449, Level I				
Dome Light				
 Deluxe Road Package	M1221-P01-C01	1	\$2,322.00	\$2,322.00
Backup Alarm	Side Mirrors			
Turn Signals	Horn			
Flashers	Lower Engine Guard			
Tail Lights	Rear Work Lights			
Brake Lights	Headlights			
Rear View Mirror				
 Cab Enclosure with Heater & Air Conditioning	M1221-R02-C03	1	\$4,864.00	\$4,864.00
High Flow Package	M1221-R03-C02	1	\$1,736.00	\$1,736.00
Attachment Control	M1221-R08-C02	1	\$236.00	\$236.00
Power Bob-Tach	M1221-R12-C02	1	\$1,099.00	\$1,099.00
Traction Control	M1221-R16-C02	1	\$545.00	\$545.00
Interior Trim	M1221-A01-C05	1	\$205.00	\$205.00
<b>Description</b>	<b>Part No</b>	<b>Qty</b>	<b>Price Ea.</b>	<b>Total</b>
Install wiring to the rear of machine		1	\$500.00	\$500.00

Total of Items Quoted	\$66,725.00
Discount	
Municipal Bid	(\$12,882.20)

Quote Total - US dollars

\$53,842.80

**Notes:**  
Run wiring to the rear receiver

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Product Quotation

Quotation Number: 31843D032058

Date: 2020-02-03 09:49:21

Ship to	Bobcat Dealer	Bill To
City of St. Helens Public Works Attn: Brett Long 5855 McNully Way St. Helens, OR 07051 Phone: (503) 397-7825	Bobcat of Portland, Portland, OR 2523 NE Argyle St. Portland OR 97211 Phone: 503-907-1121 Brian O'Neill 360-977-2805 brianoneill@bobcatofportland.com	City of St. Helens Public Works Attn: Brett Long 5855 McNully Way St. Helens, OR 07051 Phone: (503) 397-7825

Description	Part No	Qty	Price Ea.	Total
62" Combination Bucket	7167310	1	\$3,548.00	\$3,548.00
--- Bolt-On Cutting Edge, 62"	6718005	1	\$351.00	\$351.00
Total of Items Quoted				<b>\$3,899.00</b>
Discount                      Municioal Bid				<b>(\$680.60)</b>
Quote Total - US dollars				<b>\$3,218.40</b>

### Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: \_\_\_\_\_

Authorized Signature:

Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_



## Product Quotation

Quotation Number: 31843D032059

Date: 2020-02-03 09:51:41

Ship to	Bobcat Dealer	Bill To
City of St. Helens Public Works Attn: Brett Long 5855 McNully Way St. Helens, OR 07051 Phone: (503) 397-7825	Bobcat of Portland, Portland, OR 2523 NE Argyle St. Portland OR 97211 Brian O'Neill 360-977-2805 brianoneill@bobcatofportland.com	City of St. Helens Public Works Attn: Brett Long 5855 McNully Way St. Helens, OR 07051 Phone: (503) 397-7825

Description	Part No	Qty	Price Ea.	Total
66" Brushcat (HF)	7233014	1	\$7,605.00	\$7,605.00
--- Motor Cover	7244897	2	\$280.61	\$561.22

Total of Items Quoted	<b>\$8,166.22</b>
Discount                      Municioal Bid	<b>(\$1,493.84)</b>
Quote Total - US dollars	<b>\$6,672.38</b>

### Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: \_\_\_\_\_

Authorized Signature:

Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_



**PERSONAL SERVICES AGREEMENT**  
**Columbia Boulevard Sidewalk**  
**and Safety Improvements**  
**Preliminary and Final Engineering**  
**David Evans and Associates, Inc.**

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 **David Evans and Associates, Inc.** (“Contractor”).

**RECITALS**

**A.** The City is in need of consulting services for survey, preliminary, and final engineering design of a new sidewalk and other safety improvements on Columbia Boulevard between Gable and Sykes Road and at McBride Elementary School, and Contractor is qualified and prepared to provide such services.

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

**AGREEMENT**

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to survey and engineered design of sidewalks, and Contractor accepts such engagement. The principal contact for Contractor shall be Paul Tappana, phone 503-480-1347.

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

**3. Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on November 25, 2022. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

**5. Payment.**

**5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and

long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

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

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

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

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

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

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

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

**CONTRACTOR:** David Evans and Associates, Inc.  
Attn: Paul Tappana  
530 Center Street NE, Suite 605  
Salem, OR 97301

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

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



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

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

**10. Insurance.**

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

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

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

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

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

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

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

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

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

**15. Indemnification.** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

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

**17. Compliance with Law.**

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

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

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

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

**17.5** Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. 04841 ]

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

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

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

**21. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this

Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

## **22. Default.**

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

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

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

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

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

## **24. Inspection and Audit by the City.**

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

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

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

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

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

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

**CITY:**

**CITY OF ST. HELENS**

Council Meeting Date: February 19, 2020

Signature: \_\_\_\_\_

Print: Rick Scholl

Title: Mayor

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

**CONTRACTOR:**

**DAVID EVANS AND ASSOCIATES, INC.**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Attorney

**ATTACHMENT A**  
**Scope of Work**

## ATTACHMENT B INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

**Safe Routes to School  
Columbia Boulevard Sidewalk and Safety Improvements**

**Scope of Work for Professional Services**

The City of St. Helens was recently awarded a grant through the Oregon Department of Transportation (ODOT) Safe Routes to School competitive grant program. The project entails construction of approximately 1,100 linear feet of curb and gutter and sidewalk along one side of Columbia Boulevard between Sykes Road and Gable Road, installation of a rapid flashing beacon at the existing crosswalk on Columbia Boulevard near McBride Elementary School, add a raised pedestrian refuge island at the intersection of Columbia Boulevard and Sykes Road, in addition to other intersection pedestrian safety improvements. Construction of this sidewalk will complete a pedestrian connection between the existing sidewalks on Sykes Road and the westerly branch of Columbia Boulevard, to Gable Road. New sidewalks are being constructed along Gable Road by Columbia County through another project.

**PROJECT OVERVIEW**

Professional services for this project shall include design and specification development services for the permitting and construction of sidewalks, retaining walls, raised pedestrian refuge island, flashing crosswalk beacon, stormwater drainage, and other associated pedestrian safety improvements. The Consultant will perform engineering, bidding assistance, construction administration and related services necessary for successful completion of this project. The basic elements of this project include obtaining the necessary permitting, development of full engineering plans, contract specifications and other related bid documents, project cost estimate, and provide construction administration for the project.

**Tasks Provided by the City:**

- Project management of the overall project
- Internal City communication and project coordination
- Provide existing project information and data

**Anticipated Tasks to be Provided by Consultant:**

- Project management of Consultant services
- Schedule, facilitate, and attend project meetings
- Collect and review existing relevant project data
- Field survey and base map
- Develop design and construction schedule
- Develop construction contract documents to construction the project
- Coordinate utility relocations, if necessary (not anticipated)
- Minor stormwater facilities

**Scope of Work**

## **1. General Statement**

Consulting services for the **Columbia Boulevard Sidewalk and Safety Improvement Project** is intended to provide full engineered drawings and contract specifications for the construction of approximately 1,100 linear feet of sidewalk along one side of Columbia Boulevard between Sykes Road and Gable Road, installation of a rapid flashing beacon at the existing crosswalk on Columbia Boulevard near McBride Elementary School, add a raised pedestrian refuge island at the intersection of Columbia Boulevard and Sykes Road, in addition to other intersection pedestrian safety improvements. Detailed scope and cost of this work will be determined as part of the project deliverables. The project must be in harmony with the City of St. Helens Engineering Design Manual and Standard Drawings, City of St. Helens Development Code, and the latest version of the Oregon Standard Specifications for Construction.

## **2. Terms of Service**

The contract term is anticipated to be for a maximum period of up to 34 months, ending November 25, 2022.

## **3. Scope of Work**

This Scope of Work is intended to be a general outline of anticipated tasks and not an all-inclusive description of the professional and technical services that may be required to undertake and complete the Project. The Consultant will perform engineering, bidding assistance, construction administration and related services necessary for successful completion of this project. The basic elements of this project include obtaining the necessary permitting, development of full engineering plans, contract specification and other related bid documents, and provide construction administration for the project.

### **Task 1 – Project Management**

#### **1.1 Project Administration**

Consultant shall select a Project Manager to direct, coordinate and monitor the activities of the project with respect to budget, schedule and contractual obligations. The Project Manager will work closely with City staff, other agencies as deemed appropriate, neighboring communities and other stakeholders as essential to the success of the Master Plan. This task includes coordination of meetings with staff, Council and public/stakeholder meetings and any necessary support material.

#### **1.2 Kick-Off Meeting**

Consultant shall initiate the project kickoff meeting and shall prepare an agenda for the kickoff meeting, invite necessary attendees, collect data, and discuss the schedule of the project. The meeting will be to develop project goals, vision, objectives and criteria after the contract is awarded. At this meeting, additional project stakeholders and outreach methods will be determined.

#### **1.3 Quality Assurance and Quality Control Review**



Consultant shall conduct internal Quality Assurance and Quality Control meetings and follow-up with technical experts as necessary during the course of the project.

## **Task 2 – Data Gathering**

### **2.1 Collect, Compile and Evaluate Existing Data**

Consultant shall perform data research to prepare for and support Project activities, and to produce Project maps and reports as called for in subsequent tasks. Records required for research must include vesting deeds, land sales contracts, county assessor plats and road records, subdivision plats, R/W drawings, railroad maps, city or county surveys, road dedications and vacations.

#### *Existing County Records*

Consultant shall research and obtain available copies of surveys, subdivision plats, and land partition plats filed in the county surveyor's office related to the properties impacted by the Project. Consultant shall use this information to find monuments that impact the Project and to establish property lines.

Consultant shall research and obtain available copies of county assessor maps, General Land Office plats, and city road records related to the properties potentially impacted by the Project. Consultant shall research and obtain available data about Government Public Lands Survey Corners and their references in the Project area.

#### *Existing Horizontal/Vertical Control Stations*

Consultant shall research and obtain available data about horizontal and vertical control points required for the Project area including triangulation stations, GPS stations, benchmarks, and prior Project control surveys from Federal, city, and other governmental agencies.

#### *Existing Utility Records*

Consultant shall research and obtain available facility maps and as-built construction plan data pertaining to all utilities in or near the Project area from Agency, One-Call Service, City, or other governmental agencies and utility companies.

### **2.2 Survey and Mapping**

#### *Control*

The purpose of this task is to provide the means by which a Project can be located relative to horizontal and vertical datum, map projection, and coordinate systems. Consultant shall establish a horizontal and vertical control network for the Project using local benchmarks.

#### *Horizontal Control*

Consultant shall establish horizontal control according to City standards using Terrestrial (Theodolite and EDM), GPS (Static, Rapid Static and Real time Kinematics ("RTK")) or a combination of both. Consultant shall set and adjust monuments in conformance with City guidelines.

### *Vertical Control*

Consultant shall establish Vertical Control using differential leveling methods. Consultant shall establish vertical control for horizontal control points needed for dimensional terrain mapping as described in this WOC.

### *Monument Recovery*

The purpose of this task is to address the requirements of ORS 209.150 and 209.155, and other survey related statutes.

### *Field Survey of Recovered Monuments*

Consultant shall survey for the following: Government corners, geodetic control stations, benchmarks, R/W monuments, property boundary markers, and roadway alignment markers. Consultant shall complete the monument recovery for the entire Project area as described in this WOC.

Consultant shall take measurements (survey) to the monuments recovered and tied (surveyed) from the control network. Consultant shall double tie the found monuments with conventional total station or GPS RTK methods. RTK methods must include tying recovered monuments the second time separated by a minimum ninety (90) minutes or by using a second base running at the same time to produce closing vector to each point.

Consultant shall locate, measure and document the location of all survey markers and monuments of record for property boundaries and R/W needed within the areas described above.

### *Topographic Data*

Consultant shall collect existing topographic data of manmade and natural features using a variety of methods to create a base map. These methods include but are not limited to: Collecting the data using terrestrial (Theodolite and EDM), GPS ("RTK"), High Definition Scanning ("HDS"), and aerial photography.

### *Topographic Data Collection*

Consultant shall collect topographic features, manmade or natural, which must be tied within the limits of the Project described above and which must have three-dimensional ("3d") coordinates associated with each feature. Consultant shall collect these tied features using accepted collection methods.

### *Basemap*

Consultant shall take applicable topographic data collected in tasks above and create a basemap file. Basemap must have all features drafted in AutoCAD format.

### *Digital Terrain Model ("DTM")*

Consultant shall create a 3D Digital Terrain Model surface using all of the topographical data collected within the areas described above.

Consultant shall collect the topographical data to create points and break lines in adequate quantity and in proper placement, to accurately represent the surface of the ground. Consultant shall create a DTM that meets City's criteria for surface triangulation. Consultant shall collect confidence points in the field and generate a confidence point report. Consultant shall generate one (1) foot minor contours and five (5) foot major contours throughout the DTM. DTM shots must not exceed a fifty (50) foot spacing to show the terrain. Consultant shall gather topographic data for this Project through techniques consistent with the construction of a DTM. Consultant shall use a combination of survey data at break lines, features, and spot locations to develop the DTM that will be for design. Consultant shall not use utility ties as part of the modeling.

#### *Utility Features*

The purpose of this task is to locate and map utilities, to provide surface evidence of above and underground features for inclusion in the topographic basemap or other mapping.

Consultant shall utilize the Oregon One Call system to locate utilities within the Project area.

### **Task 3 – Plans, Specifications, and Estimate**

Consultant shall provide labor, equipment and materials as needed to develop plans on 11x17 paper assuming a 1" = 50' plan sheet scale, and cost estimate at each subtask submittal.

Plans and specifications shall be based on 2018 Oregon Standard Specifications for Construction and the City of St. Helens Construction Standards

#### **3.1 Preliminary (60%) Design**

Consultant shall prepare 60% design level plan sheets where the details are significant or important to describe the project footprint. Plan sheets shall include the survey base map, new sidewalk alignment and call out notes indicating work to be done.

#### **3.2 Advance (95%) Design**

Consultant shall prepare 95% design level plan sheets based on the review comments from the 60% design review and to advance the plan set from the previous submittal. Plan sheets shall include the survey base map, new sidewalk alignment and call out notes indicating work to be done.

#### **3.3 Final (100%) Design**

Consultant shall prepare 100% design level plan sheets based on the review comments from the 95% design review and to advance the plan set from the previous submittal. Plan sheets shall include the survey base map, new sidewalk alignment and call out notes indicating work to be done.

#### **Task 4 – Community Outreach**

The Consultant shall assist in preparing documentation and information for distribution to the public regarding the project and plan on facilitating one public forum.

#### **Task 5 – Utility Coordination**

##### **5.1 Utility Relocations**

Consultant shall coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort, Consultant shall complete the following:

- Preparation and transmitting of project Notification Letter(s)/Utility Conflict Notices
- Conflict notice to those utilities where a conflict is anticipated
- Review of Utility Relocation Plans and Preparation of Relocation Time Requirement Letters

Consultant shall examine all received utility relocation plans for completeness and accuracy. If relocation plans do not resolve utility conflict, Consultant shall provide comments to Utility for correction and re-submittal.

Consultant shall negotiate with each utility a utility construction work schedule that conforms to the project construction schedule.

**CONTRACT PAYMENTS**

City Council Meeting  
February 19, 2020

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**Kittelson & Associates**

Project: 1<sup>st</sup> & St. Helens Intersection Imps (INV#107672)      \$      **8,324.20**



## ACCOUNTS RECEIVABLE

 PO BOX 40847  
 PORTLAND, OR 97240

January 20, 2020

Project No: 235440.000

Invoice No: 0107672

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

 1st & St. Helens  
 Project #R-685
Professional Services through December 31, 2019

Task 002 Concept and Final Design

**Professional Personnel**

	Hours	Rate	Amount
Principal Engineer/Planner			
Roos, Tony	1.50	66.19	99.29
Engineer/Planner			
Cox, Caleb	12.00	33.14	397.68
Transportation Analyst			
Kauffman, Alec	10.50	29.33	307.97
Senior Technician			
Sommerville, Jon	.50	38.73	19.37
Totals	24.50		824.31
<b>Total Labor</b>			<b>824.31</b>

**Additional Fees**

Overhead	209.29 % of 824.31	1,725.20
Profit	12.00 % of 2,549.51	305.94
<b>Total Additional Fees</b>		<b>2,031.14</b>

**Consultants**

S&F Land Services	5,468.75
<b>Total Consultants</b>	<b>5,468.75</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	8,324.20	1,679.04	10,003.24
Limit			60,328.00
Remaining			50,324.76

Total this Task \$8,324.20

Total this Invoice \$8,324.20

APPROVED FOR PAYMENT

INIT

DATE

ACCOUNTS PAYABLE

 FINANCE  
 SUPERVISOR

 2-11-2020  
 1-7-2020

205-000-53003



851 SW 6th AVENUE, SUITE 600  
PORTLAND, OR 97204  
P 503.228.5230 F 503.273.8169

## PROGRESS REPORT

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Date: January 27, 2020 Project # 23544  
To: Sue Nelson  
From: Caleb Cox  
Project: 1<sup>st</sup> & St. Helens Intersection Improvements

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### *Invoice for Professional Services through December 31<sup>st</sup>, 2019*

#### **Project Status:**

- Survey completed
- Conceptual design in process

#### **Upcoming:**

- Presentation to City Council
- 90% and final design
- Bidding and Construction

If you have any questions, please call me at (503) 535-7453.

Thank you,

Caleb Cox

# S&F Land Services

## Check Remittance:

S&F Land Services, LLC  
4858 SW Scholls Ferry Rd., Suite A  
Portland, OR 97225

Phone: (503) 345-0328

Fax: (503) 345-0328

www.sflands.com

Kittleson & Associates  
Attn: Caleb Cox  
610 SW Alder Street, Suite 700  
Portland, OR 97205

## EFT Remittance:

Account Name: S&F Land Services, LLC  
Bank Name: Umpqua Bank  
Routing No: 123205054  
Account No: 4866787460  
Email notification: [accounting@sflands.com](mailto:accounting@sflands.com)  
Taxpayer ID: 81-4411481

Invoice No.: 20190559  
Project: 2019-019-08  
Invoice Date: 12/24/2019

Project Name: 1st & St Helens  
For professional services rendered through: 12/21/19  
Project #: 23544

## Time & Materials Topographic Survey

<u>Employee</u>	<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Plett, Andrew	PLS	0.25	\$125.00	\$31.25
Mizell, Alicia	1-Man Crew	7.00	\$135.00	\$945.00
Cochran, Casey	Office Technician	2.25	\$90.00	\$202.50
Irvin, Cindy	CAD Technician	2.75	\$75.00	\$206.25
Sherby, Chris	PLS	2.00	\$125.00	\$250.00
Sherby, Chris	Project Manager	4.00	\$150.00	\$600.00
Thomas, Doug	Office Technician	6.00	\$90.00	\$540.00
Ellinger, Jon	Certified Photogrammetrist	23.00	\$125.00	\$2,375.00
Ellinger, Jon	UAS Pilot	2.00	\$135.00	\$270.00
Patton, Heidi	Billable Admin	0.75	\$65.00	\$48.75

Invoice Total: \$5,468.75

## Billing Summary

Previously Billed	\$0.00	Invoice Total	\$5,468.75
Billed to Date	\$5,468.75	Paid to Date	\$0.00



# **APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS**

City Council Meeting ~ February 19, 2020

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**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

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## **Library Board (4-year terms)**

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

**Status:** Currently, there are two vacancies.

**Next Meeting:** March 9, 2020

**Recommendation:** None at this time.

## **Parks & Trails Commission (4-year terms)**

- Ben Tiscareno resigned. His term expires 12/31/2022.

**Status:** Currently, there is one vacancy.

**Next Meeting:** March 9, 2020

**Recommendation:** At their February 10 regular meeting, the Parks & Trails Commission voted to recommend that the Council appoint Walter Fowler to the Commission.

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*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**  
**January 13, 2020**

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**Members Present:** Jerry Belcher  
Howard Blumenthal  
Carmin Dunn  
John Brewington  
Elisa Mann  
Jacob Woodruff  
Lynne Pettit

**Members Absent:** Paul Barlow

**Staff Present:** Sheri Ingram  
Sue Nelson  
Thad Houk

**Others:** Patrick Birkle  
Linda Zahl  
Larissa Hewson  
Allison Charbonneau

1) **Call Meeting to Order** – 4:02 p.m.

2) **Approval of Minutes**

2.A Approve Minutes of December 9, 2019

**Motion:** Upon Carmin Dunn's motion and Jacob Woodruff's second, the Commission approved the Minutes of December 9, 2019. [Ayes: Jerry Belcher, Howard Blumenthal, Carmin Dunn, John Brewington, Elisa Mann, Jacob Woodruff, Lynne Pettit; Nays: None]

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

Patrick Birkle wanted to bring them up to date on Dalton Lake walks. They have them from 10 a.m. to noon on the second Saturday of every month through the Recreation Department. They had their fifth one last Saturday and nine people showed up. They also have a new Facebook page – the Friends of Dalton Lake Nature Preserve. He has been posting pictures from his visits down there over the past ten years and Steve Marks posted some information on the history of Columbia City with regards to Dalton Lake and what was going on along the riverfront A hundred years ago. They are hoping to have another cleanup on Saturday, April 25<sup>th</sup> from 9 to 12. There is an area on the NW side where the ivy and blackberries are horrible so they are going to try to focus on that area.

He just submitted his volunteer form for 2020 and when he e-mailed her to get a copy, she said she was redoing it to include a card for volunteers to have on hand. He wanted to thank them for their response on that issue. In the future, if he is stopped by a City employee or police, he would be happy to show them the card but he would be less inclined to show it to someone who won't identify themselves so he thinks some kind of visual badge or tag would be helpful.

Belcher thought the card could be laminated and put on with a safety pin or something. He thought they had decided to issue cards good for the calendar year but don't they also still need to check in with Houk and Houk said yes, for reasons including safety. Belcher suggested they put something on the back of the card saying they need to check with the Parks Supervisor before beginning work on a given area.

Linda Zahl and Heather Longauger from Columbia County Oregon Beekeepers were there to talk about pollinators. One of the biggest problems pollinators have is forage. The Parks Department is ideally situated to be able to expand their forage. One tree is worth a million flowers and there are almost no flowering trees in the city. It would be nice to see some of the flowering nectar trees in the parks. She had a handout with lists of pollinating trees. They provide forage for native and honey bees, beetles and butterflies. Asters and Goldenrod are great because they are native. They would like the City to use them as a resource and thinks the Parks Department can use all the help they can get.

Belcher asked if they have bee hives they keep and she said yes and in the future, they need to update the City Ordinances to match the State Ordinances because the State allows beekeeping within all cities but St. Helens still has an Ordinance saying it's not allowed. Belcher asked if they planned on purchasing plants and trees and planting them in places like the Botanical Garden, Dalton Lake, Nob Hill or other areas like that and she said if the City decided there is a certain need, they would be happy to help. After the big bee die off a few years ago from improper pesticide use, the legislature created a new position at OSU for pollinator friendly actions. He works with cities and pesticide applicators and comes up with training and how to protect and promote native bees. Native bees only live for six weeks so if there aren't flowers and trees that produce nectar and pollen, those bees disappear.

Belcher said we have the Botanical Gardens which is the least used park in the whole city and he would like their organization to go look at it and come back with some recommendations of what they would like to do with it. He'd like to see more pollinating plants down there. Pettit said she oversees Dalton Lake Nature Preserve and one of the things they have discussed already is ways to get more bees and bats in that area and get more pollinators in that area. They want to be able to take people in there and show them the flora and fauna that brings the pollinators in.

Linda Zahl and Marissa Hewson wanted to talk about Liberty Hill. Hewson has done volunteer work at Dalton Lake and Nob Hill and she has lots of friends and family in the area. She has always been interested in the native plant life and she got connected with other people interested in the Liberty Hill area. It has the largest intact camas meadow in Oregon according to OSU researchers. It is the big meadow on top of the basalt bluff as you go up Pittsburg Road off Highway 30. The eastern edge is 20 acres of camas and she had pictures of it on her laptop. Weyerhaeuser owns the property and Knife River has a 99 year lease on the property. The property is open but if Knife River has a problem with people going in there, they can close it. Part of the property is in the Urban Growth Boundary. Zahl said Columbia County doesn't realize how important this property is. People from Portland drive out here when the camas blooms and she has talked to some of her neighbors who don't even know it's there. They want to let the City know it's there and that they have resources like funding for matching grants. The land needs to be acquired for the future. Hewson said Knife River wants to mine 123 acres for basalt. Zahl said when Weyerhaeuser logged it, the engineer recognized the value of the property and they left all the oak so it can return to an oak savannah. There are ponds that fill up in the winter and bathe over the camas on their way across the property to the waterfall and

if Knife River mines that, will the camas field still exist? Zahl said it is in a pristine state and of they could acquire it as a nature park, they wouldn't have to do any work to it.

Belcher suggested they talk to something like a nature conservancy or Phil Knight or Columbia Sportswear – people who have money who would be interested in doing something like that. Hewson said they have talked to the nature conservancy because people have been going to bat for this area for 20 years. They have a relationship with Columbia County Land Trust who was trying to work with Weyerhaeuser but the mining operations are throwing a wrench into it. She said they can't mine in the Urban Growth Boundary unless the zoning changes so Weyerhaeuser would put in their development portfolio and she has talked to one developer who is not interested because it would be very expansive to develop on the basalt. Belcher said he thinks they will have to deal with the City Administration and other organizations on this. Zahl said it would have to be a multi-agency project but it would be nice if it was made a nature park in the end. They have two nature conservancies who would buy it if it ever goes up for sale but then people would not be allowed in it. She would like to see the City or County acquire it. Blumenthal suggested a push to have State Parks get it. If they had more people interested and more publicity, maybe it would get higher on that list.

Zahl wanted to talk about a piece of property she and her husband own between Elk Ridge and Sunset Heights and are going to develop it in conjunction with the subdivisions. There is a green spot on the map she handed out that is a nice stand of trees and they want to make that into a pocket park. She was looking at the City plan and it does mention pocket parks and it says people should be able to walk to a park within a half mile. She had a slide show that showed a map with Dalton Lake and she thought that in the future, people could come out on their boats and hike Dalton Lake and Liberty Hill to the pocket park. There will be 200 houses above them and there are 42 below them and those developers never thought of putting in a park. They'd like to have one there but want the City to take it over which would also qualify it to get grants. Belcher said this isn't really appropriate right now. They should come back with some plans and get on the agenda so they could make a recommendation to Council. Nelson said it needs to go to the Planning Commission first before it's considered anywhere else.

Allison Charbonneau spoke about connecting a trail from McCormick Park to Scappoose Bay. There are only five landowners between those two and a beautiful greenway along the water. Belcher said they have discussed it numerous times and they have an urban trail they are working on and that is the second trail they are working on. She is not sure this is the right place but she would hate to see such a beautiful place end up in big box stores.

#### 4) **Councilor's Report**

#### 5) **New Business**

##### 5.A **Elect Officers**

Blumenthal nominated Dunn as Chair and Mann seconded.

**Motion:** Upon Jacob Woodruff's motion and Howard Blumenthal's second, the Commission appointed Carmin Dunn to Chair. [Ayes: Paul Barlow, Jerry Belcher, Howard Blumenthal, Carmin Dunn, John Brewington, Elisa Mann, Jacob Woodruff, Lynne Pettit; Nays: None]

Woodruff nominated Mann as Vice Chair and Brewington seconded.

**Motion:** Upon Jacob Woodruff's motion and John Brewington's second, the Commission appointed Elisa Mann to Vice Chair.. [Ayes: Paul Barlow, Jerry Belcher, Howard Blumenthal, Carmin Dunn, John Brewington, Elisa Mann, Jacob Woodruff, Lynne Pettit; Nays: None]

#### 5.B Parks & Trails Applicant - Walter Fowler

Woodruff asked Fowler what his goals and visions for Parks & Trails and Fowler said he was looking to get more involved in the community and it seemed like a good way to do it. He wants to get to know people and learn the procedure of it as he is not too familiar with it. He has spent a lot of time wandering around the parks. Dunn asked which park is his favorite and why and he said he spends a lot of time at the skate park because it's peaceful and dog park on Sykes Rd. because there aren't a lot of people out there. Woodruff said their goal is to get the parks filled. Fowler said as far as people his age, things like Pokemon Go has brought lots of people out to the parks because any landmark was a spot for that. He is a student so he has a lot of free time for things like this. Dunn asked if he planned to stay in the area after he graduates because it is a four year term and he said he just got married and they are looking to settle down and his references can speak to who he is as a person and how he is professionally. Belcher asked what he thinks he can bring to the Commission and he said when he is given a task, he tends to focus on it above anything else. He thinks the parks could use more features because that is what brings the younger people out like the skate park. There are people trying to get out there that need places to go. Woodruff said he is into sports and others are into the dog parks and nature parks so they all work well together. Fowler said he is into science and heavily into biology and he thinks he would fit in well. Belcher said they will vote on it next meeting and he can come back to the next meeting if he'd like.

#### 5.C Park Entrances & Tree Removal

Blumenthal wanted to bring to their attention the sheet about responsibilities and duties. The old Plymouth Street Row goes into Nob Hill and the neighbor keeps throwing out that since it is old street ROW, it is different than the park. You can see by the map from Jacob Graichen that it is part of the park. There were some old trees cut down under the power lines and he thought it would be great to have those left behind but the guy got a permit to take the wood. They have been working on removing invasives in that area for a long time and he was looking forward to the wood being left behind because it becomes habitat for things that live underneath them. He doesn't know if they all know the City has a permit system that lets people cut up trees that have fallen and his neighbor quickly ran down and got one. People have been planting daffodils in that area too and they will eventually want to get rid of those so they can keep the nature parks "nature". Sometimes the trees need to be removed because they are a danger but they need to think more about leaving things behind to rejuvenate soils and provide habitat. Dunn asked where those wood requests go and Houk said they have an area at McCormick where they take the wood that falls and people can get a permit to come and cut that up for firewood. If someone comes up and asks for the wood from a tree that falls close to their house, he will let them have a permit for it as it saves them from having to haul it away. Blumenthal is worried others will use the excuse if it being in the street ROW to do the same thing and Houk said they still have to get a wood permit and it has to be okayed by him before they can go in and cut anything. ROW or not, its City property and they can't do anything on it without permission and in this case, the log was in the easement for the utility lines and they don't want to leave it laying there for the utility to run over with their equipment when they come to work on their lines so it needed to go out no matter what. Dunn doesn't understand what it has to do with being a street ROW and feels they should make a recommendation that they be told if a tree falls in the nature

park so they can decide if it stays and Belcher agreed. He said, as far as illegal plantings, people cannot do things in the park without Parks approval so he thinks the City has the right to remove them so he should take it to Houk when those things happen. Dunn thinks they should state that they should let a tree lay if it is in a safe place in a nature park.

#### **5.D Park Report - Civic Pride Park**

Dunn said Civic Pride is a pocket park with not a lot there other than benches and a small path so she thinks there is a lot of room for growth. It is the park with the lowest visitation based on the survey in the Master Plan but it is a great location because it's by the school and pool. Improvements in the Master Plan are all priority level 3 and include a splash pad, restrooms, sprinkler system and playground equipment. Her hope is maybe they can get some movement on it next year in the budget. She thinks if they can get some of these things done, it will boost visitation and make that area more useful. It is 1.2 acres and the only other pocket park we have is Walnut Tree and it is much smaller. Houk thinks it would be an ideal place for a multi-use sport court because it wouldn't take up much room.

### **6) Old Business**

#### **6.A Master Plan List**

We have an ongoing list of things to add to the Master Plan list. Belcher asked if they could get a handout of what is on it already.

### **7) Discussion Items**

Belcher said the only thing he had was the name tags and laminate them and have a contact name on the back. Dunn thought it would be better to have it in a plastic sleeve of some kind instead of laminating it so it could be hung on a lanyard or something.

Pettit had an update on a banner. She talked to Joe at Digital Graffiti Dunn sent a pic and they have changed some of the colors and changed name to Parks and Trails Commission. She said it would cost about \$40.00 and Woodruff said he will talk to Joe about getting it donated.

Belcher said he knows the City is partnering with the schools on the Parks and Rec Program and his understanding is there is a \$2 fee added on the water bills to cover that. Are the public recreation facilities going to eventually be included in the Parks and Trails? Nelson said it is unknown at this time. He would like it to be a separate Commission.

Blumenthal said he added up the hours for volunteers last year and he and Carolyn donated 42 hours of labor and 37 hours for the work party for first half of year. They donated 46 hours of their own time and 48 hours for the work party on the second half for a total of 173 hours for the year.

Belcher asked Nelson if they were still working on the cliff trail when they have time and she said they are doing it intermittently between other projects.

Blumenthal said the dumping is continuing at Grey Cliffs. Dunn said that isn't anything they can do as a Parks Commission and there is an Ordinance so he needs to go to Code Enforcement at police dept. Houk said Code Enforcement has talked to them several times about it and it is a police issue. Belcher suggests he talk to Code Enforcement and we can discuss it and make a recommendation.



Pettit said there are a bunch of heavy things as garbage that should be taken out of Dalton Lake including a couple of garbage bags. She is wondering who has a key to the gate so they can go in and pick it up. Ingram said Public Works will go in and pick up the garbage bags. Pettit went to the State of the City meeting and it was great and suggests everyone go next year.

Houk just wanted to let them know the bathrooms are closed at Columbia View because they got torched. The garbage was set on fire and it was so hot, the doors warped. As far as the new playground equipment everyone liked, they will sell it to us but won't install it. He's been trying to find someone who would install it.

- 8) **Other Business**
- 9) **Adjournment - 5:40**

Respectfully submitted by Sheri Ingram

# City of St. Helens Planning Commission

Approved Minutes

January 14, 2020

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**Members Present:** Chair Hubbard  
Commissioner Cohen  
Commissioner Lawrence  
Commissioner Stenberg  
Commissioner Webster  
Vice Chair Cary

**Members Absent:** Commissioner Semling

**Staff Present:** City Planner Graichen  
Associate Planner Dimsho  
Councilor Carlson  
Community Development Administrative Assistant Sullivan

**Others:** Jennifer Pugsley  
Jane Garcia  
Ruby Feather  
Ryan Patrick  
Windy Patrick  
Jennifer Godsey  
Les Waters

- 1) **7:00 p.m. - Call to Order and Flag Salute**
- 2) **Consent Agenda: Approval of Minutes**  
2.A Planning Commission Minutes dated December 10, 2019

**Motion:** Upon Commissioner Webster's motion and Commissioner Lawrence's second, the Planning Commission unanimously approved Minutes Dated December 10, 2019. [AYES: Commissioner Cohen, Commissioner Stenberg, Commissioner Webster; Nays: None]

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

There were no topics from the floor.

- 4) **Public Hearings (times reflect earliest start time)**  
4.A 7:00 p.m. - Comprehensive Plan Amendment (Add property to the Historic Designated Landmarks Register) at 260 S. 2<sup>nd</sup> Street - Feather

Chair Hubbard opened the Public Hearing at 7:03 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter. Dimsho entered the staff report dated January 7, 2020 into the record.

Dimsho introduced the proposal to the Commission, as presented in the staff report. The applicant is requesting to have her property added to the Historic Designated Landmarks Register. Dimsho discussed her research on when the aforementioned list was made in the early 1980s. No properties have been added to it since the list was developed. The Planning Department of 1982 effort included review of 800 structures that were built before 1930 and narrowed it down to 34 primary historic structures and then from that list narrowed it down to 22. This is the list we have now. This list has remained untouched since 1982. This property is zoned Riverfront District, which doesn't allow for residential use on the bottom floor. This is the main reason the applicant wishes to add the property to the list. Dimsho discussed the criteria that is required to be added to the list. One, it must be at least 50 years old. Two, is the actual location. Dimsho mentioned the property was located near a barn where the original Henry Knighton house was first built. Three, the structure needs to be related to local history. Four, the architectural style is significant with the structure. She mentioned that it is the only remaining Italianate structure in the district. Dimsho said it also has pop culture reference because it was used in the Twilight 2008 movie.

Graichen discussed the non-conforming use rules and zoning of the property. He mentioned that moving the property to the historic list allows the applicant to follow rules and still use their property as a dwelling. In return, adding it to the historic list also allows the Commission to make sure the architecture stays true to its original design.

Dimsho went through the recommended conditions of approval, as identified in the staff report.

**Feather, Ruby. Applicant.** Feather is the property owner. She purchased the house at an auction and is excited about the inside of the home. She would like to bring it back to its original condition and make it a beautiful addition to the historic list.

### **In Favor**

**Waters, Les.** Waters is a member of the Columbia County Museum Association. He mentioned the group who put together the Historic Designated Landmarks list was a group of volunteers who worked very hard but felt they missed a few properties. He mentioned the applicant's property was part of a walking tour of the district with thousands of viewers. He also mentioned it was part of a movie sites tour where thousands of people view it. He says the house is unusual and should be preserved. His group created a website for the property with all the historic information they found during their research of the property.

**Pugsley, Jennifer.** Pugsley is the owner of 50 Plaza Square. She restored the building to its historic design. She hopes to create a movement to restore homes and structures. She says by adding this home to the list, it is saving a landmark that could have so easily been destroyed.

### **Neutral**

No one spoke.

### **In Opposition**

No one spoke in opposition.

### **Rebuttal**

No one spoke in rebuttal.

### **End of Oral Testimony**

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

### **Close of Public Hearing & Record**

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

### **Deliberations**

Chair Hubbard agreed it was important to add these types of structures to the historic list. Commissioner Cohen also agreed. Hubbard mentioned that it is a huge financial commitment. There was a small discussion about different grants and funding that may work as incentives for historic resources.

**Motion:** Upon Commissioner Stenberg's motion and Commissioner Webster's second, the Planning Commission unanimously recommended to City Council approval of the Comprehensive Plan Amendment as written. [AYES: Commissioner Cohen, Commissioner Lawrence, Commissioner Stenberg, Commissioner Webster, Vice Chair Cary; Nays: None]

4.A        7:30 p.m. – Annexation at 58865 Firlok Park Street – OHM Equity Partners LLC

Chair Hubbard opened the Public Hearing at 7:45 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter. Graichen entered the staff report dated January 7, 2020 into the record.

Graichen introduced the proposal to the Commission, as presented in the staff report. The applicant wants to annex to connect to City sewer. The property is already connected to City water. He mentioned they are on a STEP system or a pressured private line because it was developed on a property that has septic challenges. It may have been uninhabitable because of no sanitary service. He said the property is contiguous to city limits, which is a criteria for annexation. He said the zoning code says it is a high-density area. It will have a changed zone once it is annexed in.

Graichen went through the recommended conditions of approval, as identified in the staff report.

### **In Favor**

No one spoke in favor

### **Neutral**

**Patrick, Ryan.** Patrick lives across street from the applicant property. He is already set up to build a sand filter, but he is worried it will fail. He said the engineer said there was nothing to connect to and that the sewer was full. He was hoping they could answer how he would be able to connect.

Graichen said they could talk to Sue Nelson or the Public Works Department about using to the STEP system. But, historically STEP systems have only been allowed for already developed sites with failing on-site systems and not vacant properties. He also said they would need to go to the Council with the same request. Commissioner Cohen recommended building their sand filter system.

**Godsey, Jennifer.** Godsey lives in Parkwood Estates behind the applicant's property. She wants more information on what will take place after the applicant's property is annexed in. She does not want the property to be cleared. Graichen said that the property is a wetland area and is protected. He said since it is a protected area, there are rules for building over it. Godsey said she didn't want to interfere with the applicant's request, just wanted to be aware.

### **In Opposition**

No one spoke in opposition.

### **Rebuttal**

No one spoke in rebuttal.

### **End of Oral Testimony**

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

### **Close of Public Hearing & Record**

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

### **Deliberations**

There were no deliberations.

**Motion:** Upon Commissioner Cohen's motion and Commissioner Webster's second, the Planning Commission unanimously recommended to City Council approval of the Annexation as written. [AYES: Commissioner Cohen, Commissioner Lawrence, Commissioner Webster, Vice Chair Cary; Nays: None]

### **5) Chair/Vice Chair Selection**

**Motion:** Upon Commissioner Cohen's motion and Commissioner Lawrence's second, the Planning Commission unanimously recommended approval of another term for Chair Hubbard and Vice Chair Cary. [AYES: Commissioner Cohen, Commissioner Stenberg, Commissioner Webster, Vice Chair Cary; Nays: None]

### **6) End of Year Summary Report**

Graichen opened the discussion on the End of Year summary report. There was a small discussion about the different types of land use permits and how they have fluctuated.

### **7) Accessory Structure Breezeway Attachment Discussion**

Graichen presented the accessory structure attachment. He discussed what an accessory structure is and the guidelines to have one. He also discussed the different type of breezeways that can be added. He mentioned the 70-foot breezeway that was now an enforcement issue because they took it down immediately after finalizing the building permit. Graichen said this made him think they need to have clearer guidelines in the code on what defines a breezeway. He mentioned a roof or a man door on each end of the breezeway. He also mentioned adding some clear and objective dimensional standards. There was more discussion on suggestions to add to the code for breezeways. Commissioner Cohen questioned how many standards you add before it becomes overkill. There was more discussion about structural standards and what they would allow before needing a variance. The Commission was divided on changing the standards and the possibility of adding clearer guidelines to the code. They did not come to a conclusion and decided this topic should be discussed at a later date.

#### **8) Planning Director Decisions**

There were no comments.

#### **9) Planning Department Activity Report**

Graichen confirmed the Planning Commission's view on the proposed. Floodplan rules were discussed at their December meeting.

#### **10) For Your Information Items**

Vice Chair Cary asked for an update on the Fifth Street Trail. Dimsho said a notice was sent out that they will have some high school students working to pull out invasives. Dimsho brought up the City Community survey and invited everyone to fill it out. She said they will be using the data to determine how our different departments are doing. She said the goal was 1,000 completed surveys. Chair Hubbard asked about the police station. Graichen said they are working on different sites. He said they have narrowed it down to two sites. He said they are putting some extra effort into examining how those locations will work for them.

#### **11) Next Regular Meeting: February 11, 2020**

#### **12) Adjournment**

*There being no further business before the Planning Commission, the meeting was adjourned at 9:11 p.m.*

*Respectfully submitted,*

*Christina Sullivan  
Community Development Administrative Assistant*

**City of St. Helens**  
**Declare Surplus Property**  
**City Council Meeting**  
**February 19, 2020**

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

**Public Works Department**

Mueller tap machine E5 – ¾" to 2" taps  
Mueller tap machine E4 – ¾" to 1" taps  
Mueller tap machine – model N1 – ¾" to 1" taps  
Mueller tap machine (51353) 1 ½" to 2" taps  
Mueller tap machine ¾" to 1" taps  
Pipe cutter (large)  
Homelite 3hp ventilation blower and tubing  
Stanley hydraulic chain saw  
Mueller power head for tap machines  
Montgomery Ward 1800 watt generator  
Pipe threader 2½" to 4"  
Homelite waterbug pump  
Pipe buster  
Chicago pneumatic jack hammer  
2 large air compressors (from Water Treatment Plant)  
Docks pump out station  
Stop light controller (from 18<sup>th</sup> Street)  
Speed shoring  
Chain link fence  
Wood beams           (2) 5" x 9½" x 30'  
                              (1) 3½" x 11¼" x 30'  
                              (1) 5½" x 17" x 17'  
                              (2) 5½" x 17" x 13½'  
                              (1) 5½" x 17" x 12½'

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

**OLCC LICENSES**

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

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**2020 RENEWALS**

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<b><u>Business Name</u></b>	<b><u>Applicant Name</u></b>	<b><u>Location</u></b>	<b><u>Purpose</u></b>
• St. Helens Elks #1999	Meghan Prescott	350 Belton RD	Temporary
• Stansbury Management Inc	Todd Stansbury	2124 Columbia BLVD	Renewal
• St. Helens Rooftop Eatery LLC	Marsha Lee	31 Cowlitz St	Renewal
• St. Helens Rooftop Eatery LLC	Marsha Lee	31 Cowlitz St	Renewal
• Thrifty Payless Inc	Rite Aid #5333	785 S Columbia River HWY	Renewal
• Chubb's Shell	S & L Enterprises LLC	745 S Columbia River HWY	Renewal
• Skinny's Texaco	Columbia Fast Serv Inc	373 S Columbia River HWY	Renewal
• Oriental Café	Thai Jasmine LLC	555 S Columbia River HWY	Renewal
• St. Helens Marina LLC	Brad Hendrickson	134 N River ST	Renewal
• El Tapatio Restaurant	Guitron-Galvan Inc	2105 Columbia BLVD	Renewal
• Kozy Korner Restaurant	Ogan Inc	371 Columbia BLVD	Renewal
• O'Nammy's	Double Enterprises Inc	343 S Columbia River HWY	Renewal



## City of St. Helens

**Job Title:** PUBLIC WORKS DIRECTOR  
**Department:** Public Works  
**FLSA Status:** Exempt  
**Union:** No  
**Date Revised:** [February XX, 2020](#)

### GENERAL PURPOSE

Performs complex supervisory, administrative, and professional work as manager of the City Engineering, Public Works, ~~Fleet~~, Parks, ~~Water Filtration~~, ~~Operations~~, and Wastew~~-~~Water Treatment ~~Departments~~ ~~Divisions~~. ~~Oversees~~ ~~Serves in the~~ development, review, and management of engineering projects, ensuring technical competence and compliance with applicable codes and ~~criteria~~.

**Commented [JW1]:** This job description is very "Manager" focused. Consider adding language to emphasize the Director and the leader of the Department.

### SUPERVISION RECEIVED

Works under the broad policy guidance and direction of the City ~~Administrator Council~~ and Councilor ~~liaison in Charge of Public Works~~ as assigned by the Mayor. Coordinates activities with the City ~~Administrator~~.

**Commented [JW2]:** Council's Governing Policy states Department Heads shall be supervised by the City Administrator. Council and assigned Council liaison have role in hiring, firing, and performance review of the Department Head.

### SUPERVISION EXERCISED

Provides direct supervision to the Engineering Supervisor, ~~Water Filtration Superintendent~~, Wastew~~-~~Water Treatment Plant Superintendent, ~~Parks Supervisor~~, and Public Works Supervisor.

**Commented [JW3]:** Parks?

**ESSENTIAL DUTIES AND RESPOSIBILITIES** include the following, but are not limited to:

- Supervises the ~~departments-divisions~~ of; City Engineering, Public Works, ~~Fleet~~, Parks, ~~Water~~ and Wastew~~-~~Water Treatment, through the supervisor of each ~~Department-Division~~ and their subsequent supporting staff, either directly or through subordinates.
- Reviews work procedures, coordinates work schedules, and expedites work as necessary.
- Prepares and documents budget requests; administers adopted budget in assigned areas of responsibility.
- Standardizes department policies and procedures to improve efficiency and effectiveness of operations.
- Adjusts errors, complaints, and grievances.
- Prepares composite reports from individual reports of subordinates.
- Develops and transmits written and oral instructions, as needed, to maintain effective working relationships with the public and City employees. Promotes harmony among City work groups.
- Coordinates departmental reviews of private project development proposals and plans for compliance with codes, regulations and standards, adequacy of permits, and compliance with approved plans.
- Coordinates the preparation of public improvement engineering plans and specifications, coordinates all required bid solicitations and reviews all construction bids. Makes necessary recommendations based on lowest and best bids, competency of vendors and consultants, and the selection criteria.

- Oversees public works projects to ensure contractor compliance with time and budget parameters.
- Oversees preparation and maintenance of the sanitary sewer, water, storm drainage, and street system maps, GIS systems, data bases, infrastructure management systems, and comprehensive plans.
- Responds to public or other inquiries relative to procedures on specific projects and other information.
- Coordinates and assists in the evaluation and preparation of studies and reports on impacts of public improvement proposals, development proposals, permits, rezoning, comprehensive plan amendments, plats, etc on public infrastructure.
- Attends City Council meetings and other meetings as assigned.
- Coordinate or write agenda, reviews minutes, and prepares status reports for various Boards and Commissions of the City.
- Responds or coordinates the response to inquiries relative to parks, streets, traffic, parking, utilities, and/or storm drainage.

#### PERIPHERAL DUTIES

- Assists in the training of other City personnel.
- Coordinate events and special use permits for city parks.

#### DESIRED-MINIMUM QUALIFICATIONS

##### Education and Experience:

- (A) Undergraduate degree in civil engineering, public administration or business from an accredited four-year college or university. ~~PE or Masters dDegree in related fields requiredhighly desirable. PE or advanced degree preferred.~~
- (B) Minimum of five years' experience in similar public works related positions with at least ~~three to five two~~ years in supervisory positions.
- (C) Any equivalent combination of education and experience.

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##### Necessary Knowledge, Skills and Abilities:

- (A) General knowledge of civil engineering, principles, practices, and methods as applicable to a municipal setting; considerable knowledge of applicable City policies, laws, and regulations affecting department activities.
- (B) Preparing and analyzing cost estimates on complex projects; skill in operating the listed tools and equipment.
- (C) Ability to communicate effectively, orally, and in writing with employees, consultants, other governmental agency representatives, City officials, and the general public; ability to conduct necessary engineering research and compile comprehensive reports.

**Commented [JW4]:** DESIRED QUALIFICATIONS.  
This could be new section to list qualifications more than the minimum

#### SPECIAL REQUIREMENTS

- (A) Valid Oregon State Driver's License or ability to obtain prior to employment.
- (B) Must be physically capable of moving about on construction work sites and under adverse field conditions.

### **TOOLS AND EQUIPMENT USED**

Personal computer, including word processing, spreadsheet, and data base and computer-aided-design software; standard drafting tools; GIS; motor vehicle; phone.

### **PHYSICAL DEMANDS**

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

Work performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites, or public works facilities. Hand-eye coordination is necessary to operate ~~drafting instrument-s~~, computers, and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand, walk, use hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms. The employee is occasionally required to sit, climb or balance, stoop, kneel, crouch or crawl, talk or hear, and smell.

The employee must occasionally lift and/or move up to 25 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

### **WORK ENVIRONMENT**

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

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet to moderate.

## EMPLOYEE ACKNOWLEDGEMENT

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

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

### ACKNOWLEDGEMENT

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

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# City of St. Helens

## Job Description

**Job Title:** POLICE SUPPORT SPECIALIST

**Department:** Police

**FLSA Status:** Non-Exempt

**Union:** Yes

**Date Revised:** ~~August 13, 2014~~

### GENERAL PURPOSE

To support the functions of the St. Helens Police Department. Performs a variety of office support, receptionist, clerical, secretarial, administrative work in support of law enforcement activities ~~with emphasis on planning and coordinating accreditation activities through supervision of the Chief of Police.~~

### SUPERVISION RECEIVED

Works under the supervision of the Police Chief and the command staff.

### SUPERVISION EXERCISED

None.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Greet customers and visitors at public service window. Provides excellent ~~ee~~ in internal and external customer service. Creates a positive experience for customers through professional and courteous behavior and creative problem resolution.
- ~~Reviews all reports from officers for completeness and follow-up.~~
- Make data entries into the department computer system concerning all names, stolen property, and evidence contained in the officers' reports.
- Assists in the preparation of a variety of reports and records for other agencies such as LEDS, NCIC, the ~~Municipal~~ Court, District Attorney's office, makes distribution of police reports as the preparing Officer, or department policy directs.
- Makes data entry and files all citations issued by the Officers;
- Maintains the Law Enforcement Data System (LEDS), enters data into the computer, and generates a variety of law enforcement management system reports. Operates LEDS and NCIC criminal data information systems, performs criminal history inquiries, maintains confidential information associated with on-going law enforcement activities for the City.
- Dispatches information to officers in the field, as needed.
- Maintains the Uniform Crime Reports (UCR), archive and prepare data/statistics for the state and federal reports.
- Provides a variety of police related information to the public and governmental agencies.
- Receives incoming calls, determines nature and urgency of calls, and ~~coordinates appropriate response transfers calls to dispatch for service as needed.~~
- Receives requests from officers ~~on-call~~ for special or specific information; follows-up with appropriate information and relays the same back to the officer.
- ~~Serves as a personal assistant to command staff and~~ Provides a variety of administrative assistance as needed.

- Composes a variety of correspondence, reports and other materials requiring independent judgment as to content, accuracy and completeness.
- Establishes and maintains records systems using moderately independent judgment.
- Maintains inventories and orders departmental supplies and materials.
- Maintains departmental records and files.
- Receives and handles cash payments from public as appropriate.
- ~~• Works closely with command staff on policy management and accreditation compliance matters;~~
- ~~• Oversees and maintains agency compliance with Oregon Accreditation Alliance standards;~~
- ~~• Accreditation file construction maintenance, and proof of compliance compilation;~~
- ~~• Reviews audits, inspections, analytical and police reports for standard compliance;~~
- ~~• Oversees, maintains and updates the agency accreditation files, in both manual and electronic files;~~
- ~~• Exercises technical expertise to commanders and supervisors in interpretation of standard compliance;~~
- ~~• Provides accreditation training to all police department when necessary;~~
- ~~• Handles the maintenance and documentation of compliance with accreditation standards;~~
- ~~• Handles the various duties required for the OAA on-site inspection that occurs every 3 years;~~
- Follow all safety rules and procedures for work area. Maintains work area in a clean and organized manner. Follow standards as outlined in the St. Helens Police Department Policy Manual.
- Performs other related duties as assigned

## **PERIPHERAL DUTIES**

- Schedules appointments, meetings, makes reservations, and arranges a variety of conferences and meetings, as directed by supervisors.
- Receives the public and answer questions; respond to inquiries from employees and citizens and others and refers, when necessary, to appropriate persons
- Answer telephone system.

## **DESIRED MINIMUM QUALIFICATIONS**

### **General:**

- Must be 18 years or older at the time of employment;
- Must possess, or be able to obtain by time of hire, a valid State driver's license without record of suspension or revocation in any State;
- No felony convictions or disqualifying criminal histories;
- Must be able to read and write the English language;
- Must be able to type a minimum of thirty-five words per minute, error free.

### **Education and Experience:**

- High school diploma or GED equivalent; and
- Two years of general office, communications, or records management experience, or
- An equivalent combination of education and experience.

#### Necessary Knowledge, Skills and Abilities:

- a. Some knowledge of modern law enforcement principles, procedures, techniques, and equipment;
- b. Some skill in the operation of most of the tools and equipment listed below.
- c. Ability to learn the applicable laws, ordinances, and department rules and regulations; Ability to communicate effectively orally and in writing; Ability to establish and maintain effective working relationships with subordinates, peers and supervisors; Ability to follow verbal and written instructions; Ability to learn the City's geography.
- d. Working knowledge of computers and electronic data processing equipment; working knowledge of modern office practices and procedures.
- e. Prior knowledge of criminal justice system, police practices and civil law. Knowledge of computer and database systems.

#### TOOLS AND EQUIPMENT USED

Personal computer, including word processing and specialized software, police radio, phone, typewriter, calculator, fax machine, copy machine.

#### PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to talk and hear. The employee is required to operate office equipment, handle objects, tools, and controls.

The employee must occasionally lift and/or move more than 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

#### WORK ENVIRONMENT

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

While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet to moderately noisy.

**Department:** Police // **FLSA Status:** Non-Exempt // **Union:** Yes  
**Date Approved:** August 13, 2014

## EMPLOYEE ACKNOWLEDGEMENT

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

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

### ACKNOWLEDGEMENT

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

Employee Signature: \_\_\_\_\_

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

Manager Signature: \_\_\_\_\_

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





# Request for Proposals For Stormwater Master Plan Update

RFP# P-511  
February 2020

City of St. Helens  
Engineering Department  
265 Strand Street  
St. Helens, Oregon 97051  
503. 397.6272

**Stormwater Master Plan Update**  
**RFP# P-511**  
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# RFQ/P Invitation

Request for Qualifications/Proposals  
City of St. Helens, Oregon  
Stormwater Master Plan Update  
RFP No. P-511

The City of St. Helens is seeking proposals from qualified and experienced consulting engineering firms for providing a comprehensive Stormwater Master Plan Update. The City is undertaking this updating of the current stormwater master plan to identify potential existing capacity issues and the infrastructure necessary to deliver storm sewer service to current and future customers within the current City Limits and the Urban Growth Boundary (UGB).

The City will be updating the Stormwater Master Plan concurrent with the Sanitary Sewer Master Plan. Request for proposals for both will be issued separately; however it is the intent of the City to award both projects simultaneously and to the same consultant.

Proposals will be received at the City of St. Helens City Hall located at 265 Strand St, St. Helens, OR 97051 until **4:00 pm, Thursday March 12, 2020**. Proposals received after the 4:00 pm deadline will not be considered and will be returned unopened to Consultant.

Request for Proposal Documents may be examined at [www.ci.st-helens.or.us/rfps](http://www.ci.st-helens.or.us/rfps).

Proposals shall be submitted in a sealed envelope plainly identifying "City of St. Helens Stormwater Master Plan Update, Project No. P-511", and shall include the Consultant's Name and Address. Proposals shall be addressed to:

Sue Nelson, Interim Public Works Director  
City of St. Helens Engineering Department, 265 Strand Street, St. Helens, OR 97051.

Addenda will be posted on the City's website at [www.ci.st-helens.or.us/rfps](http://www.ci.st-helens.or.us/rfps). Consultants are advised to check the City's website regularly for addenda and other pertinent notifications. For additional information regarding this Request for Proposal, please contact Sue Nelson at 503-366-8223, [suen@ci.st-helens.or.us](mailto:suen@ci.st-helens.or.us) or Sharon Darroux at 503-366-8243, [sharond@ci.st-helens.or.us](mailto:sharond@ci.st-helens.or.us). The City of St. Helens reserves the right to reject any and all proposals and to select one or more firms on the basis if determined to be in the best interest of the City.

# Section 1      General Information

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## 1.1 Introduction

The City of St. Helens is an Oregon Municipality in Columbia County. The City is located on the western shore of the Columbia River approximately 28 miles northwest of Portland. The City of St. Helens has a Council-Mayor form of government with five council members, including the mayor. The current population is approximately 13,410.

The present stormwater infrastructure includes approximately 50 miles of pipe and open channel, over 2,600 manholes, catch basins, inlets, vaults, and outfalls which the City owns, operates, and manages. Maps and GIS files of the entire citywide storm drainage system are available for use by the selected consultant. The last update to the City's stormwater master plan was in 1999.

The City of St. Helens encompasses approximately 5.86 square miles and receives storm drainage runoff from over 28,000 acres of land in the Milton Creek and McNulty Creek watersheds.

## 1.2 Request for Proposals

The City of St. Helens is seeking high quality and responsible services from a qualified and experienced consultant to provide a Stormwater Master Plan Update to the City's existing Stormwater Master Plan at a competitive price. The objectives of the Stormwater Master Plan Update are:

- Provide solutions to existing problems and inadequate storm sewer systems, including collection, conveyance, and detention facilities.
- Guide expansion and extension of the storm sewer system to serve future growth, including potential treatment, and costs.
- Review stormwater system resiliency and recommend upgrades for critical infrastructure
- Provide an overview of the current funding for the stormwater program and define possible funding options.

## 1.3 Additional Information

Request for Proposals (RFP) documents may be downloaded from the City of St. Helens website, at [www.ci.st-helens.or.us/rfps](http://www.ci.st-helens.or.us/rfps)

The Project Manager and Contact Person for this RFP is Sharon Darroux. Please direct all questions and concerns to Sharon at 265 Strand Street, St. Helens, OR 97051; Telephone 503-366-8243; or Email [sharond@ci.st-helens.or.us](mailto:sharond@ci.st-helens.or.us)

Award of a Consultant contract is anticipated to occur in April 2020. It is anticipated that a final executed contract will be procured within 7 to 14 days after the award.

The anticipated schedule for completion of the Stormwater Master Plan Update shall be included in the Consultant's proposal but shall be completed by December 31, 2021.

The proposal must state that the Consultant is an Equal Opportunity Employer and will comply with all Federal, State, and local laws, rules, and regulations.

## 1.4 Proposed Timelines

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a consultant for the Stormwater Master Plan Update project. This schedule is subject to change if it is in the City's best interest to do so.

- |  |                                  |
|--|----------------------------------|
| • Advertisement of Request for Proposal              | February 12, 2020                |
| • Deadline for Consultants to submit questions, etc. | February 27, 2020                |
| • Last Date to Issue Addenda                         | March 5, 2020                    |
| • <b>Deadline to Submit Proposals</b>                | <b>March 12, 2020, 4:00 p.m.</b> |
| • Evaluation of Proposals                            | March 16 – 20, 2020              |
| • Consultant Interviews (if necessary)               | March 23 - 27, 2020              |
| • Refinement of Scope of Work                        | March 30 – April 3, 2020         |
| • Award of Contract                                  | April 15, 2020                   |
| • Commencement of Contract                           | April 22, 2020                   |
| • Completion of Contract                             | December 31, 2021                |

## **1.5 Proposal Submittal**

Proposals must be received at City Hall by 4:00 p.m., Thursday March 12, 2020. Each Consultant shall provide five (5) copies of their proposal, sealed in an envelope plainly identifying Project Name, and the Consultant's Name and Address. Proposals shall be addressed as follows:

### **STORMWATER MASTER PLAN UPDATE**

#### **RFP NO. P-511**

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City of St. Helens

265 Strand Street

St. Helens, OR 97051

ATTN: Sue Nelson, P.E., Interim Public Works Director

All proposals must arrive at the City of St. Helens Engineering Department Office on or before the time and date due. Consultants mailing RFP's should allow for normal delivery time to ensure timely receipt. Electronically mailed or faxed proposals will not be accepted. Proposals received after the RFP deadline will not be accepted and will be returned unopened to the Consultant.

## **1.6 Acceptance, Rejection, or Award of Proposals**

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

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

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

- Failure of the Consultant to adhere to one or more of the provisions established in the Request for Proposals.
- Failure of the Consultant to submit a Proposal in the format specified herein.
- Failure of the Consultant to submit a Proposal within the time requirements established herein.
- Failure of the Consultant to adhere to ethical and professional standards before, during, or following the Proposal process.

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

## **1.7 Cost of Preparing Proposals**

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

## **1.8 Changes to Solicitation by Addenda**

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

Addenda, if necessary, will be issued on the City's website, [www.ci.st-helens.or.us/rfps](http://www.ci.st-helens.or.us/rfps) not later than seven (7) days prior to the RFP closing date. The City will not mail notice of addenda but shall publish notice of any addenda on the City's website. It is the responsibility of the Consultant to check the webpage for any posted addenda, and ensure that the submitted proposal includes said addenda. Questions must be received fourteen (14) calendar days prior to the RFP closing date. Questions shall be submitted to Sharon Darroux, [sharond@ci.st-helens.or.us](mailto:sharond@ci.st-helens.or.us), (503) 366-8243.

Consultants are advised to check the City's website regularly for addenda. A prospective Consultant may request a change in the RFP by submitting a written request via mail or email to the Project Manager set forth in **Subsection 1.3**. The request must specify the provision of the RFP in question, and contain an explanation of the requested change. All requests for changes to the RFP must be submitted to the City no later than February 27, 2020.

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

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

## **Section 2      Scope of Work**

---

### **2.1    General Statement**

The Stormwater Master Plan Update to be addressed by this RFP is intended to provide an evaluation of prior system plans, current system conditions, areas of interest, and projected future needs for serving build-out within the City's UGB. Future urban service demands and capacity enhancement measures are also to be analyzed. Detailed scope of this work will be determined separately with the selected consultant. The plan must be in compliance with Oregon Administrative Rule (OAR 660-011) as applicable. The Plan must be in harmony with the City of St. Helens Engineering Standards Manual and Standard Drawings, City of St. Helens Development Code, and the latest version of the Oregon Standard Specifications for Construction.

Public review of the master plan will be accomplished through a public informational workshop and a presentation to the Planning Commission and to the City Council for final adoption.

### **2.2    Terms of Service**

The contract resulting from this Request for Proposals (RFP) shall be for a period ending December 31, 2021.

### **2.3    Scope of Work**

This Scope of Work is intended to be a general outline of the work and not an all-inclusive description of the professional and technical services that may be required to undertake and complete the Project. The new Stormwater Master Plan will identify and prioritize necessary or desirable capital improvements and stormwater operational costs for the City of St. Helens. The master plan will identify modifications or additions



necessary to address the predicted future needs for surface water collection, operations, maintenance, treatment, and storage.

The planning period for this master plan is 20 years.

## **Task 1 – Project Management**

### **1.1 Project Administration**

Consultant shall select a Project Manager to direct, coordinate and monitor the activities of the project with respect to budget, schedule and contractual obligations. The Project Manager will work closely with City staff, other agencies as deemed appropriate, neighboring communities and other stakeholders as essential to the success of the Master Plan. This task includes coordination of meetings with staff, Council and public/stakeholder meetings and any necessary support material.

### **1.2 Coordination Meetings**

Consultant shall set up a schedule for conference calls and/or meetings between the Consultant and City personnel as needed to review project progress, discuss project challenges and findings, and review early study results. Consultant shall ensure that City personnel and Consultant team members maintain a shared understanding regarding study direction, objectives, and deliverables. The City anticipates a minimum of one meeting or conference call per month.

### **1.3 Kick-Off Meeting**

Consultant shall initiate the project kickoff meeting and shall prepare an agenda for the kickoff meeting, invite necessary attendees, collect data, and discuss the schedule of the project. The meeting will be to develop project goals, vision, objectives and criteria after the contract is awarded. At this meeting, additional project stakeholders and outreach methods will be determined.

### **1.4 Quality Assurance and Quality Control Review**

Consultant shall conduct internal Quality Assurance and Quality Control meetings and follow-up with technical experts as necessary during the course of the project.

## **Task 2 – Data Gathering**

### **2.1 Collect, Compile and Evaluate Existing Data**

The Consultant shall gather, review, and evaluate available data from the City and other sources as necessary, to include, but not be limited to, the following:

- Zoning maps and comprehensive plan for future planned land uses
- Stormwater maps
- Known problem areas of flooding, erosion, water quality and maintenance
- As-built data
- GIS data
- CCTV inspection videos, reports and records for storm sewers
- Proposed development plans/plats on file, including those in discussion stages
- Storm sewer outfalls
- Existing and proposed bridges/culverts
- Existing detention/retention ponds/basins
- Topography maps
- Current stormwater master plan
- Recent planning documents i.e. Housing Needs Analysis, etc.

2.2 Collect, Compile and Evaluate Available Public Domain Watershed Data:

- Soil data
- Sub-basin delineations
- Perennial and intermittent stream reaches

2.3 Existing and proposed FEMA floodway and floodplain

Evaluate existing and identify missing data in the City's storm drainage GIS database needed for this study. Perform necessary investigation and field work, including surveying where needed, to correct existing data or obtain missing data. The Consultant will be responsible for contacting private citizens for access.

2.4 Conduct Interviews

Consultant shall conduct interviews with City personnel familiar with the City's stormwater collection system and collect information on the operation and maintenance of the system and any known deficiencies. Consultants shall make site visits with City personnel to specific facilities if necessary.

Known problem locations and other areas of concern include:

- Middle Trunk at S. 14<sup>th</sup> Street
- N. 8<sup>th</sup> Street/N. 7<sup>th</sup> Street ditch
- Underserved neighborhoods

- West Columbia Boulevard ditch overflows/flooding

### Task 3 – Technical Analysis

#### 3.1 Consultant shall,

- Develop an inventory of existing stormwater facilities within study area
- Review stormwater system resiliency and recommend improvements for critical infrastructure
- Analyze and evaluate the existing stormwater system under existing and future development conditions
- Provide overview of the current funding structure and provide recommendations for additional options
- Develop design criteria for analysis of existing facilities and design for future facilities
- Develop a plan showing the recommended improvements to the stormwater system incorporating existing facilities and a technical analysis of alternatives
- Develop a comprehensive storm system maintenance plan
- Prepare cost estimates for the recommended improvements specifying any System Development Charge (SDC) eligible portions of each improvement
- Integrate and prioritize storm sewer improvements into a Capital Improvement Program
- Recommend capital improvements needed to provide sewer service to unserved areas and future buildout
- Prioritize the stormwater system improvements to support integration into the City's Capital Improvement Plan (CIP) program
- Prepare a stormwater system master plan, including detailed maps and exhibits

#### 3.2 Stormwater System Condition Assessment

Consultant shall assess the condition of the City's surface water collection system. Consultant shall develop a rating system to apply to the stormwater collection system. The rating system will be used to rank each segment based on highest priority of replacement or repair. The rating system shall be a numerical points system based on items such as:

- Need for increased capacity
- Existing deficiencies including number of repairs, condition, and years left in expected life cycle

### 3.3 Hydraulic Modeling

Consultant shall develop flow models for the following significant stormwater basins:

- Dalton Lake Basin
- Downtown Basin
- Fischer Basin
- Greenway Basin
- McNulty Creek Basin
- Middle Trunk Basin
- Milton Creek Basin
- North Trunk Basin

Hydrographs shall be developed for the above basins. Smaller basins, 50 Acres or less may be analyzed using the rational method.

All drainage basins and systems shall be analyzed with sufficient detail to identify hydraulic constraints, predict pipe flows including existing trunk capacity, predict channel and conduit overflows, identify mainlines that are at or near capacity and recommend upsizing to accommodate for future growth, and quantify the effects of detention, surcharge storage and overflow flood storage.

Identify any open channel and overland flow reaches, for the purpose of system modeling, which feed, drain, or connect drainage structures. Work with City staff to identify known problem areas. Collect field data necessary for modeling these reaches. Provide a table listing these reaches and their respective modeling characteristics.

Execute the analysis based on existing and future buildout conditions for the 5-, 10-, 25-, and 100-year, 24-hour rainfall and identify trouble spots according to the criteria developed above.

Identify locations for facilities that show potential strategic value as detention, water quality, or controlled surcharge flood storage area based on geography, ownership, capacity, land value and development potential.

### 3.4 Final Project Base Map

All data will be compiled into a GIS project base map that will be submitted to the City once the project is complete. Key problem areas will be highlighted in the project base map. Data will include all Consultant created files, including source/origination, quality, qualifications, attribute

coding, and other relevant information as agreed upon by the City and the Consultant at the kickoff meeting.

#### **Task 4 – St. Helens Engineering Standards and Comprehensive Plan Review**

Review and recommend updates to the Municipal Code Title 18 – Engineering Standards Manual, Title 19 – Comprehensive Plan, and Title 17 –Community Development Code, found at <https://www.codepublishing.com/OR/StHelens/> related to stormwater management. Consultant shall recommend changes based on the results of the Stormwater Master Plan.

Consultant shall assist City personnel with providing supporting data for amending the standards and codes and recommend stormwater quality policies and standards for City adoption. Recommend best management practices for new developments in order to ensure that new growth and its associated infrastructure best integrates into the existing system. Furthermore, specific minimum design and specification criteria, including green water infrastructure standards, shall be provided for analysis of future storm drainage facilities.

#### **Task 5 – Stormwater System Capital Improvement Plan**

- 5.1 Consultant shall group identified improvements into projects with planning level cost estimates within  $\pm 20\%$  accuracy prepared for each project. Consultant shall develop a 20-year Capital Improvement Plan (CIP) for the surface water collection system. The improvement projects will be prioritized in order of importance and need with suggested dates for construction assigned.
- 5.2 **Stormwater System Maintenance Plan**  
Identify projects determined as part of Task 3. The projects shall be grouped by anticipated year for construction and the estimated annual costs summarized. Generate a cost and implementation strategy for maintenance of existing storm drainage infrastructure based on priority ranking.
- 5.3 **Resiliency Planning**  
Analyze existing system and develop a plan to prevent and mitigate catastrophic failure of the stormwater system. Identify critical facilities and evaluate the likelihood and consequences of seismic or other failures for each critical facility.
- 5.4 **Conceptual Solutions**

Consultant shall develop a conceptual solution that addresses the problems to meet established criteria and/or needs of the City and affected citizens/ properties. Solutions will also be evaluated on flood and/or erosion reduction, water quality benefits, environmental impacts, aesthetics, utility impacts, benefits or impacts to other city infrastructure, private property impacts, land/easement acquisition, and cost.

#### 5.5 Future Stormwater System Facilities

- Identify capital improvement needs within each Project Area drainage basin and recommend projects. Include cost estimates for engineering, construction, contingency, operation and maintenance costs, project schedule and priority ranking.
- Propose improvements to the identified system deficiencies that result in the revealed “trouble-spots” and propose improvements to correct these deficiencies.
- Identify locations for facilities that show potential strategic value as detention, water quality, debris flow catchment, or controlled surcharge flood storage area based on geography, ownership, capacity, land value, development potential and a comprehensive stormwater management system.
- Assess the feasibility of using nonstructural controls, such as sustainable site design (i.e., better site design, low impact development) as a first step in the stormwater management process to minimize runoff volumes, entrainment of pollutants and sediment from debris flow events.
- Assess the feasibility of using structural controls such as green infrastructure controls (e.g., rain gardens, bio swales, planter boxes, vegetated filter strips) and conventional stormwater controls
- Estimate future system supply, demand, and available capacity at the end of the 20-year planning horizon and how to meet increased system demand based on growth and capacity improvements.

### **Task 6 – Staffing Level Analysis**

Consultant shall perform an analysis of the City’s staffing level. The analysis shall determine the staffing level to adequately maintain and manage the City’s surface water collection system. Consultant should consider operational costs of existing and future requirements.

## **Task 7 – Stormwater Rate Review**

Consultant shall review the City's stormwater service rates to insure that the stormwater utility is fully recovering the cost of providing stormwater services, including analysis of the following factors:

- Current and future costs of providing surface water management in accordance with established and anticipated standards and regulations.
- Current and future costs of maintenance and operation of the surface water collection system.
- Projected demands.
- Availability of capacity.
- Funding of capital maintenance projects.
- Impact of current and future environmental regulations.
- Adequate reserves for depreciation, emergencies, catastrophes, and other appropriate purposes.
- Other impacts as identified.

Consultant shall summarize the impacts of the rate structure to include identification of impacts on funding operating activities, maintenance, and infrastructure improvements.

## **Task 8 – System Development Charge Analysis**

Consultant shall review the existing SDC fee and methodology for stormwater and recommend any changes. Consultant shall compile the Stormwater System Development Charge (SDC) project list, including project costs, using the Stormwater System Capital Improvements Plan of Task 5 and input from City personnel. Consultant shall calculate the percentage of the improvement fee by determining the cost of the capacity-increasing portion of each project.

Consultant shall calculate the amount of eligible unused capacity in the existing stormwater system using City asset information, policy information from the Stormwater Master Plan, and input from City personnel. Consultant shall use the value of the unused stormwater system capacity to calculate the percentage of the reimbursement fee.

Consultant shall calculate the percentage of the administrative portion of the Stormwater SDC in accordance with State of Oregon SDC statutes and input from City personnel.

## Task 9 – Draft Stormwater System Master Plan

Upon completion of Tasks 1-8, Consultant shall submit 5 printed copies and 1 digital copy in PDF format of a draft Stormwater System Master Plan report to the City for review and comment. At a minimum, Consultant shall submit drafts for a 60% and 90% review.

At a minimum, the report shall include the following:

- An Executive Summary
- Colored maps that are clear, easy to understand, and of professional quality of the City's stormwater system, identified deficiencies, and proposed improvements
- Summary of existing stormwater system
- Population projections and stormwater demand summary
- Documentation of modeling methodologies and assumptions
- Technical information, analysis, and discussion of results for each task making use of charts, graphs, and figures of professional quality to clearly and efficiently convey the information, findings, and conclusions
- Justification for recommended work to be accomplished
- System Condition Assessment
- Stormwater System Capital Improvement Plan, including resiliency improvement projects
- System Development Charge and Utility Rate Review
- Other supporting documentation

Consultant shall prepare the Stormwater System Master Plan and associated materials in accordance with City standards.

Consultant shall provide draft version of Stormwater System Condition Assessment to the City for review and comment.

Consultant shall incorporate City review and comments of the draft materials and resubmit for additional reviews until final City approval of the draft materials. Re-submittal of complete document for secondary review is not required. Edited materials may be submitted as replacement pages.

Consultant shall plan on attending the following meetings to present, discuss, and answer questions regarding the Stormwater System Master Plan. The presentations can be combined with the Sanitary Sewer System Master Plan presentations:

- Public Workshop                      1 Meeting, evening
- Planning Commission                1 Meeting, evening
- City Council                              1 Meeting, afternoon



## Task 10 – Final Stormwater System Master Plan

Upon City approval of the draft master plan, Consultant shall produce final report and submit ten (10) printed copies and 1 digital copy in PDF format. The Consultant shall conduct and facilitate, with City staff support, the process of a public workshop, presentation to the Planning Commission, and presentation to the City Council as described in Task 9. Consultant shall provide a final electronic copy of all analysis results used to compile the Stormwater Master Plan.

## Section 3      Proposal Requirements

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### 3.1    Submittal of Proposals

The Consultant must submit a definitive proposal for the end results that are set forth in this RFP. The proposal must describe the intended performance of the Consultant on the activities prescribed and the resources to perform the activities. The selected Consultant must have demonstrated experience in this type of study. The professional staff necessary to conduct the required study must be available for timely response in preparing the Master Plan Update. The Consultant should have available a project manager with demonstrated skill in managing an interdisciplinary team.

The City expects the Consultant to maintain the same project manager and key team members through the duration of the project. Sub-consultants proposed by the Consultant shall be listed in the proposal.

In order to be considered for this project, each Consultant must provide five total copies of their proposal. All proposals must arrive at the City of St. Helens Engineering Department office on or before the listed time and date due. An authorized officer of the firm must sign the proposal.

Proposals shall be sealed in an envelope, plainly identifying Project Name, and Consultant's Name and Address. The document shall be addressed and delivered to the issuing office identified in **Subsection 1.5**.

The Proposal shall include, as a minimum, the following items:

1. The name of the person(s) authorized to represent the Consultant in negotiating and signing any contract that may result from this document.
2. A description of the organization, size, and structure of the Consultant's team.

3. A problem statement from the Consultant's viewpoint, the objectives of the proposed Consultant work, the Consultant's proposed methodology, and a work plan for completing the work. If the Consultant chooses to modify the objectives section, those modifications shall be explained. The Consultant should clearly define the assumptions behind the Proposal.
4. At least three (3) references of former clients with summaries or samples of previous work that demonstrate the Consultant's ability to conduct a study of this scope and magnitude.
5. A list of similar master plans developed within the past five (5) years.
6. The name of the Consultant's project manager and the names of professional persons who will perform the work, a current resume for each, including a description of qualifications, skills, responsibilities, and the special knowledge material to this project.
7. A list of the tasks, responsibilities, and qualifications of any proposed sub-consultant(s).
8. A work schedule showing duration, dependency, and the dates of completion of the tasks necessary to meet the City's objectives.
9. Any Consultant proposed modification or addition to the objectives detailed in the proposal will be separately assigned resources to permit clear distinction between those items required for the requested proposal and modified proposal.
10. The Consultant shall provide a current rate schedule for all consultant and sub-consultant team members who will be assigned to the project. This rate schedule shall be submitted in a separate sealed envelope with the following information clearly printed on the envelope:

**City of St. Helens, Oregon  
Request for Proposals for Consultant Services  
Stormwater System Master Plan Update**

11. Provide a statement outlining the anticipated involvement of City staff.

## 3.2 Consultant Qualifications and Experience

Consultants are requested to provide information on the qualifications of the project team member(s) as well as related experiences. Recent experience (within the last five years) is most important. Specific client agencies and contact names and numbers must be included. The member or members proposed for the project should be described in terms of (1) position within the firm, (2) role within the past projects, and (3) extent of responsibilities.

Summaries of related experience should be brief, emphasizing relevance to the project proposed above. These should identify references with a contact person, giving name, phone number and address, and describing the involvement in the project.

The following minimum criteria will apply:

- Each Consultant shall have no fewer than ten years' experience, no fewer than five of which are within the State of Oregon, in providing all the types of services required within the Scope of Work in **Section 2.3**.
- Consultant shall demonstrate, to the satisfaction of the City, the ability to provide the services required within the Scope of Work in **Section 2.3** to the City and shall demonstrate a proven history of providing such service for public agencies.
- Consultant shall not have a record of substandard workmanship. The City will verify this requirement by communication with the licensing authority, the Consultant's clients and references, and as many other references as the City may be deem appropriate.

## 3.3 Proposal Format and Requirements

### A. Proposal Format

Consultants are encouraged to provide clear, concise proposals that contain only information required to respond to the needs of this project. Proposals shall be type written with the body text consisting of a serif font at least 12-point (e.g. Times New Roman, etc.). Proposals shall be double sided and stapled once in the upper left hand corner. One page is considered to be one side of a single 8 ½" x 11" sheet.

Proposals should be prepared simply and economically, providing a straightforward, concise presentation of the information requested. Fancy bindings, colored displays, promotional materials, etc. are not important. Emphasis should be on completeness and clarity of content.

## **B. Introductory Letter (One Page maximum)**

Introductory letter shall include the name of the proposing firm and its principal business address and phone number where the relationship will be managed. The letter should address the firm's willingness and commitment, if selected, to provide the services offered and a description of why the Consultant believes it should be selected.

The letter should be addressed to the address identified in **Subsection 1.5**. Provide telephone and fax numbers, email addresses, and mailing addresses for Consultant's project contact/manager. A statement in the letter of interest shall specifically stipulate that the consultant accepts all terms and conditions contained in the RFP and the Personal Services Agreement.

The letter shall name the person(s) authorized to represent the consultant in any negotiations and the name of the person(s) authorized to sign any contract or agreement, which may result. The letter of interest must be signed by a legal representative of the Consultant firm or institution, authorized to bind the firm or institution in contractual matters.

## **C. Consultant's Experience (Two Pages Maximum)**

Consultant shall describe the firm's and any key sub consultant's firm size, office locations, and relevant capabilities and resources in relation to this project. Only experience on completed projects should be included in this section. This section should include:

- Experience with Stormwater Master Planning services for municipality agencies, including stormwater system development charge and utility rate studies
- Experience developing long range cost estimates for stormwater projects
- Experience developing long range critical path scheduling including design, permitting, bidding, and construction related activities
- Experience in stormwater systems planning, stormwater collection system design, stormwater system modeling, and SDC and utility rate studies
- Experience with resiliency planning
- Similar projects with other government agencies
- Procedures and/or policies associated with or related to work quality and cost control

- Management and organizational capabilities

#### **D. Consultant's Project Team Experience (Four Pages Maximum)**

Consultant shall identify the team to be assigned to the project by name, including at a minimum the principal, project manager, key staff, and any sub-consultants. Consultant shall describe the project team's qualifications and experience on completed projects related to this specific project. Consultant shall explain the project team's expertise regarding all tasks associated with the scope of work. This section should include:

- Approximate number of people to be assigned to the project
- Extent of principal and project manager involvement
- Principal, project manager, key members, and sub-consultant experience with:
  - › Stormwater systems planning, resiliency planning, stormwater collection system design, stormwater system modeling, and SDC and utility rate studies
  - › Developing long range cost estimates
  - › Developing long range critical path scheduling including design, permitting, bidding, and construction related activities
  - › Unique qualifications
  - › Current assignments and location
- Roles and responsibilities of key staff on this project
- Percentage of time key staff will be devoted to this project for the duration of the project, based on a 40-hour work week

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

#### **E. Project Understanding (Two Pages Maximum)**

Consultant shall demonstrate its preliminary understanding of the project by providing a clear and concise description of the project and major issues, based on the information provided in this RFP.

#### **F. Project Approach (Four Pages Maximum)**

Consultant shall clearly define the tasks and activities necessary to meet the objectives outlined in the scope of work of **Section 2.3**. This section should include:

- Description of the tasks and activities, the methodology that will be used to accomplish them, and which team members will work on each task
- Description of the products that would result from each task and activity
- Identification of points of input and review with staff
- Estimated time frame to complete each task

Consultants are invited to suggest additional (optional) work tasks that could be performed in conjunction with or subsequent to the scope of work of **Section 2.3**. Any such tasks are to be described as optional and the benefits of performing such tasks shall be described. Such optional tasks are not likely to be included in the initial short list selection, but may be considered by the City for relevancy during final consultant selection process.

#### **G. Proposed Project Schedule (One Page Maximum)**

Consultant shall include a proposed project schedule identifying key tasks and milestone dates and their associated duration.

#### **H. Past Projects (One Page per Project Maximum)**

Consultant shall provide project descriptions of up to five completed projects. Consultant shall list the firm(s) and project team member(s) that worked on the listed projects.

Consultant shall submit an electronic copy of one recent Stormwater Master Plan that reflects the firm's quality of work. This project submittal is considered an attachment to the Proposal and is not subject to page limitations of this section.

#### **I. References (Two Pages Maximum)**

Consultant shall include references for each of the Past Projects submitted. List contact name, title, agency, phone number, e-mail address, and mailing address.

## **J. Proposal Signature Page (Attachment A)**

Consultant shall submit with Proposal the Proposal Signature Page, Attachment A, in the sealed envelope in accordance with **Section 1**.

All Addenda of this RFP shall be submitted as part of the Proposal. Receipt of each Addendum shall be acknowledged by the Consultant by signing in the appropriate designated location on the Proposal Signature Page (Attachment A). Each Consultant shall ascertain, prior to submitting a Proposal, that the Consultant has received all Addenda issued by the City.

## **K. Sample Personal Services Agreement (Attachment B)**

Consultant shall review the sample personal services agreement, Attachment B. No changes or alterations to the personal services agreement will be considered. Submission of a proposal constitutes acceptance of the personal services agreement as to form and content. Please review the agreement in consideration of the Proposal.

# **Section 4 Proposal Selection and Evaluation**

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The City intends to select a Consultant who is fully qualified and has assembled a project team that can provide satisfactory service. The City will be the sole judge of whether or not a Consultant is considered to be fully qualified for the purpose of this RFP and will determine if the proposals are complete and meet the requirements as described in this RFP.

## **4.1 Proposal Review**

The City will assign a committee with the task of selecting the best-qualified consultant. The committee will use a three-step process:

1. The RFP's will be evaluated and reviewed.
2. A short list of up to three qualified candidates will be compiled.
3. The short listed candidates may be invited to give a presentation and participate in an interview session with the selection committee and will be requested to provide an estimate of the cost of professional services for the project per ORS 279C.110(5). Interviews, if necessary, are tentatively scheduled for the week of March 23 – 27, 2020.

This process should result in a recommendation to the City Council for their final decision by April 15, 2020.

Once a final selection has been made, the City and the chosen consultant shall work jointly to refine a detailed scope of work and contract for services.



## 4.2 Evaluation Criteria

The criteria listed below will be used to evaluate the proposals, and determine the short list of candidates. Each proposal will be rated on a scale of 1 to 5 which will be multiplied by the weighted values as shown in the following table:

Criteria	Weight Factor	Rating (1 – 5)	Weighted Rating
<p>A. <b><u>Project Approach and Understanding</u></b>            Evaluation of consultant's project understanding and approach to accomplish the tasks and deliverables set forth in the Scope of Work. Attention will be given to methodologies proposed to accomplish the work, including the types of information or data required.</p>	30%	_____	_____
<p>B. <b><u>Quality of Relevant Experience and Expertise of the Consultant</u></b>            Evaluation of consultant's special area of expertise and the consultant's knowledge and success in developing sanitary sewer system master plans. A review of the consultant's references and proven experience with similar size and scope sanitary sewer master plans.</p>	20%	_____	_____
<p>C. <b><u>Quality of Relevant Experience and Expertise of the Project Team Assigned to the Project</u></b>            An evaluation of the proposed team's qualifications, experience, skills and commitment to perform the work. Review of identified staff roles and specialty skills to ensure they are consistent with the project needs.</p>	20%	_____	_____

D. **Previous Experience in Development, Modeling, and Updating of Stormwater Master Plans**

Evaluation of the consultant's recent projects experience, specifically for this type of work, level of complexity, and comparable size with the proposed tasks, including whether the proposed project team members have been actively involved in many of the referenced projects.

15%

\_\_\_\_\_

E. **Capacity of the Firm to Commit Sufficient Resources to the Project and the Ability of Firm to Respond Quickly to Tasks Assigned.**

Review of the consultant's level of staff time dedicated to the work, the consultant's proposal and delivery mechanisms, quality of the consultant's completed deliverables on past projects and the quality of service the firm.

10%

\_\_\_\_\_

F. **Project Schedule**

Review of the proposed schedule for compliance with suggested deliverable timelines.

5%

\_\_\_\_\_

100%

**TOTAL SCORE:**

\_\_\_\_\_

### 4.3 Final Evaluation Criteria (Short List Candidates Only)

The following criteria will be used to evaluate the short list of candidates based on their presentation and interview and determine the final consultant selection. Each proposal from selected short-listed candidates will be rated on a scale of 1 to 5 which will be multiplied by the weighted values as shown in the following table:

Criteria	Weight Factor	Rating (1 – 5)	Weighted Rating
<p>A. <b><u>Project Approach and Understanding</u></b>            Evaluation of consultant’s project understanding and approach to accomplish the tasks and deliverables set forth in the Scope of Work. Attention will be given to methodologies proposed to accomplish the work, including the types of information or data required.</p>	25%	_____	_____
<p>B. <b><u>Quality of Relevant Experience and Expertise of the Consultant</u></b>            Evaluation of consultant’s special area of expertise and the consultant’s knowledge and success in developing sanitary sewer system master plans. A review of the consultant's references and proven experience with similar size and scope sanitary sewer master plans.</p>	15%	_____	_____
<p>C. <b><u>Quality of Relevant Experience and Expertise of the Project Team Assigned to the Project</u></b>            An evaluation of the proposed team’s qualifications, experience, skills and commitment to perform the work. Review of identified staff roles and specialty skills to ensure they are consistent with the project needs.</p>	15%	_____	_____

D. **Previous Experience in Development, Modeling, and Updating of Stormwater Master Plans**

Evaluation of the consultant's recent projects experience, specifically for this type of work, level of complexity, and comparable size with the proposed tasks, including whether the proposed project team members have been actively involved in many of the referenced projects.

15%

\_\_\_\_\_

E. **Capacity of the Firm to Commit Sufficient Resources to the Project and the Ability of Firm to Respond Quickly to Tasks Assigned.**

Review of the consultant's level of staff time dedicated to the work, the consultant's proposal and delivery mechanisms, quality of the consultant's completed deliverables on past projects and the quality of service the firm.

10%

\_\_\_\_\_

F. **Project Pricing Proposal**

Project fees that cover the entire aspect of services and other costs to complete the project.

15%

\_\_\_\_\_

G. **Project Schedule**

Review of the proposed schedule for compliance with suggested deliverable timelines.

5%

\_\_\_\_\_

100%

**TOTAL SCORE:** \_\_\_\_\_

In the event of a tie among candidates with respect to the evaluation criteria, the candidate with the lower overall project cost will be selected. The City has estimated the project cost at \$100,000.

## **Section 5      Contract Requirements**

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### **5.1    General Contract Requirements**

The successful Consultant will complete a City standard contract in the form of a Personal Services Contract which shall incorporate a contract, the Scope of Work, a list of tasks, a work schedule, a rate of pay scale, and certificates of insurance.

The City will issue the Notice to Proceed after the execution of the contract.

The contract shall not be assigned in part or in total and the Consultant shall be solely responsible for the work of sub-consultants.

### **5.2    Contract Payment Schedule**

Payment for work will be made monthly upon receipt of Consultant's billing statement, consistent with City procedures. Each statement must include summary of progress made through the date of the billing and shall be submitted to the project manager. Monthly payments will be based on the costs incurred as summarized in the progress report. All contract payments must be authorized by the City Council prior to payment approval.

### **5.3    Insurance Coverage**

The selected Consultant will be required to provide Errors and Omissions, Professional Liability Insurance, Worker's Compensation, General Liability, and Automobile insurance as required for compliance with the City's minimum standards for personal services contracts. The consultant shall include the City, its' officers, agents, and employees as named insured on insurance policies issued for this project, or shall furnish an additional insured endorsement naming the same as an additional insured to the Consultant's existing public liability and property damage insurance.

Before the contract is executed, the consultant shall furnish to the owner a certificate of insurance which is to be in force and applicable to the project.

# Attachment A      Proposal Signature Page

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

The undersigned hereby certifies and represents that the Consultant:

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

## Receipt of Addenda

Consultant acknowledges that ADDENDA NUMBERED \_\_\_\_\_ THROUGH \_\_\_\_\_ have been reviewed as part of the Request for Proposal.

## Signature

The Consultant hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

---

CONSULTANT FIRM NAME

---

CONTACT PERSON

---

MAILING ADDRESS, CITY, STATE, AND ZIP CODE

---

FIRM TELEPHONE NUMBER

---

CONTACT PERSON TELEPHONE

---

EMAIL ADDRESS

---

PRINT NAME AND TITLE OF FIRM'S AUTHORIZED  
REPRESENTATIVE

---

SIGNATURE OF FIRM'S AUTHORIZED  
REPRESENTATIVE

---

DATE

## Attachment B      Personal Services Agreement (Sample)

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This PERSONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the **City of St. Helens** (the "City"), an Oregon municipal corporation, and \_\_\_\_\_ ("Contractor").

### RECITALS

- A. The City is in need of consulting services to \_\_\_\_\_, and Contractor is qualified and prepared to provide such services.
- B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

### AGREEMENT

1. **Engagement.** The City hereby engages Contractor to provide services ("Services") related to \_\_\_\_\_, and Contractor accepts such engagement. The principal contact for Contractor shall be \_\_\_\_\_, phone \_\_\_\_\_.
2. **Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.
3. **Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on \_\_\_\_\_. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.
4. **Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.
5. **Payment.**
  - 5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and

- shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.
- 5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.
- 5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.
- 5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.
- 5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.
6. **Document Ownership.** Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.
7. **Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:



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

**CONTRACTOR:**

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- 8. Standard of Care.** Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.
- 9. Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

**10. Insurance.**

- 10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.
- 10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.
- 10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

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

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

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

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

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

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

**15. Indemnification.** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

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

## **17. Compliance with Law.**

- 17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.
- 17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or 29 USC Sections 201 through 209.
- 17.3 Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.
- 17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.
- 17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. \_\_\_\_\_]

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

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

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

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

## **22. Default.**

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

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

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

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

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

## **24. Inspection and Audit by the City.**

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

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

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

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

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

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

**CITY:**

**CONTRACTOR:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Recorder

## **Attachment C      Scope of Work**

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[TBD]

## Attachment D Insurance Requirements

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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



## **Attachment E      Terms of Compensation**

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[TBD]



# Request for Proposals For Sanitary Sewer Master Plan Update

RFP# P-511  
February 2020

City of St. Helens  
Engineering Department  
265 Strand Street  
St. Helens, Oregon 97051  
503. 397.6272

Sanitary Sewer Master Plan Update  
RFP# P-511  
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# RFQ/P Invitation

Request for Qualifications/Proposals  
City of St. Helens, Oregon  
Sanitary Sewer Master Plan Update  
RFP No. P-511

The City of St. Helens is seeking proposals from qualified and experienced consulting engineering firms for providing a comprehensive Sanitary Sewer Master Plan Update. The City is undertaking this updating of its current sewer master plan to identify potential existing capacity issues and identify potential additions or extensions of the collection system to provide sanitary sewer service future customers within the current City Limits and the Urban Growth Boundary (UGB).

The City will be updating the Sanitary Sewer Master Plan concurrent with the Stormwater Master Plan. Request for proposals for both will be issued separately; however it is the intent of the City to award both projects simultaneously and to the same consultant.

Proposals will be received at the City of St. Helens City Hall located at 265 Strand St, St. Helens, Oregon 97051 until **4:00 pm, Thursday March 12, 2020**. Proposals received after the 4:00 pm deadline will not be considered and will be returned unopened to Consultant.

Request for Proposal Documents may be examined at [www.ci.st-helens.or.us/rfps](http://www.ci.st-helens.or.us/rfps).

Proposals shall be submitted in a sealed envelope plainly identifying "City of St. Helens, Sanitary Sewer Master Plan Update, RFP# P-511", and shall include the Consultant's Name and Address. Proposals shall be addressed to:

Sue Nelson, Interim Public Works Director,  
City of St. Helens Engineering Division, 265 Strand Street, St. Helens, OR 97051

Addenda will be posted on the City's website at [www.ci.st-helens.or.us/rfps](http://www.ci.st-helens.or.us/rfps). Consultants are advised to check the City's website regularly for addenda and other pertinent notifications. For additional information regarding this Request for Proposal, please contact Sue Nelson at 503-366-8223 or [suen@ci.st-helens.or.us](mailto:suen@ci.st-helens.or.us) or Sharon Darroux at 503-366-8243 or [sharond@ci.st-helens.or.us](mailto:sharond@ci.st-helens.or.us). The City of St. Helens reserves the right to reject any and all proposals and to select one or more firms, if determined to be in the best interest of the City.

# Section 1      General Information

---

## 1.1 Introduction

St. Helens is the county seat of Columbia County, Oregon. Founded in 1845 as “Plymouth”, the City's name was changed to "St. Helens" in 1850 for its view of Mount St. Helens in Washington, which lies 39 miles to the northeast. St. Helens is approximately 28 miles northwest of Portland and has a growing population of about 13,410. The City of St. Helens has a Council-Mayor form of government with five council members, including the mayor.

The City of St. Helens provides sanitary sewer collection services to businesses and residences within the City limits. The sanitary sewer collection system is a combination of 60 miles of gravity and force mains, 9 lift stations, and over 1,700 sanitary sewer manholes, vaults, and cleanouts. All sewage flows are conveyed to the City's wastewater treatment facility. The last complete update to the City's sanitary sewer master plan was 1989. Partial studies have been conducted since then, such as the McNulty Area Sewer Master Plan in 2001, and the Inflow & Infiltration Flow Study in 2008.

In 2001 the City of St. Helens was mandated by Oregon Department of Environmental Quality (DEQ) to substantially reduce sanitary sewer overflows (SSOs) and thus implemented its Inflow & Infiltration (I&I) Reduction Program. As a result, most of the City's oldest sewers have been either replaced or rehabilitated, new sewers have been built, and hundreds of private sanitary sewer laterals have been replaced by property owners. While overflows have been substantially reduced, the City's wastewater treatment plant (WWTP) continues to see high flows during wet weather. Peak winter flows at the WWTP can still reach 12 million gallons per day (mgd), while average dry season flows are typically less than 1 mgd.

One of the unique geologic challenges of the town is the presence of shallow layers of clay soils over very hard, shallow basalt bedrock. Because of the difficult and costly operation of constructing in rock, many of the public sewers and private service laterals are built in blasted or drilled shallow rock trenches, which act as canals for groundwater and percolating rainfall.

The intent of the sanitary sewer master plan is to perform an assessment of the existing sewer system; evaluate the sewer system for its capacity to convey existing and future waste discharges; identify deficiencies, capacity issues, areas for improvement and identify resiliency issues for critical facilities; determine and propose solutions. Solutions should address the continued high flows at the treatment plant during wet

weather despite the extensive sanitary sewer improvements completed under the I&I Reduction Program; and develop a hydraulic simulation model for existing and future discharges.

The sanitary sewer master plan must be in compliance with Oregon Administrative Rule (OAR 660-011) and must recommend short term and long term capital improvement projects that will improve system reliability, resiliency, functionality, and flexibility as well as provide an analysis of financing the operation and maintenance of the sewer system and capital projects. The sanitary sewer master plan will guide the management and implementation of the sanitary sewer facilities, policies, programs and projects, within St. Helens over the next 20 years and shall accommodate the expected 20-year growth in population.

## **1.2 Request for Proposals**

The City of St. Helens is seeking high quality and responsible services from a qualified and experienced consultant to provide a comprehensive Sanitary Sewer Master Plan which will update the City's existing Sanitary Sewer Master Plan at a competitive price. The objectives of the Sanitary Sewer Master Plan are:

- Perform a comprehensive assessment and evaluation of the existing sanitary sewer system, and prior sanitary sewer master plans and studies.
- Evaluate the existing sanitary sewer system for its capacity to convey existing, future waste discharges, and projected future needs for serving build-out within the City's UGB.
- Identify deficiencies, capacity issues, and areas for improvement in the sanitary sewer system, including resiliency improvements, and propose solutions.
- Review sanitary sewer system resiliency and recommend upgrades for critical infrastructure.
- Guide expansion and extension of the sanitary sewer system to serve future growth, address capacity issues, address likely sump pump connections and potential effect on sanitary overflows, and costs.
- Provide an overview of the current funding for the sanitary sewer system program and define possible funding options.

## 1.3 Additional Information

Request for Proposals (RFP) documents may be downloaded from the City of St. Helens website, at [www.ci.st-helens.or.us/rfps](http://www.ci.st-helens.or.us/rfps)

The Project Manager and Contact Person for this RFP is Sharon Darroux, please direct all questions and concerns to Sharon at 265 Strand Street, St. Helens, Oregon 97051; Telephone 503-366-8243; or Email [sharond@ci.st-helens.or.us](mailto:sharond@ci.st-helens.or.us).

Award of a Consultant contract is anticipated to occur in April 2020. It is anticipated that a final executed contract will be procured within 7 to 14 days after project award.

The anticipated schedule for completion of the Sanitary Sewer Master Plan shall be included in the Consultant's proposal but shall be completed by December 31, 2021.

The proposal must state that the Consultant is an Equal Opportunity Employer and will comply with all Federal, State, and local laws, rules, and regulations.

## 1.4 Proposed Timelines

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a consultant for the Sanitary Sewer Master Plan Update project. This schedule is subject to change if it is in the City's best interest to do so.

- |  |                                  |
|--|----------------------------------|
| • Advertisement of Request for Proposal              | February 12, 2020                |
| • Deadline for Consultants to submit questions, etc. | February 27, 2020                |
| • Last Date to Issue Addenda                         | March 5, 2020                    |
| • <b>Deadline to Submit Proposals</b>                | <b>March 12, 2020, 4:00 p.m.</b> |
| • Evaluation of Proposals                            | March 16 - 20, 2020              |
| • Consultant Interviews (if necessary)               | March 23 - 27, 2020              |
| • Refinement of Scope of Work                        | March 30 – April 3, 2020         |
| • Award of Contract                                  | April 15, 2020                   |
| • Commencement of Contract                           | April 22, 2020                   |
| • Completion of Contract                             | December 31, 2021                |

## **1.5 Proposal Submittal**

Proposals must be received at City Hall by 4:00 p.m., Thursday March 12, 2020. Each Consultant shall provide five (5) copies of their proposal, sealed in an envelope plainly identifying Project Name, and the Consultant's Name and Address. Proposals shall be addressed as follows:

### **SANITARY SEWER MASTER PLAN UPDATE RFP NO. P-511**

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City of St. Helens

265 Strand Street

St. Helens, OR 97051

ATTN: Sue Nelson, P.E., Interim Public Works Director

All proposals must arrive at the City of St. Helens Engineering Department Office on or before the time and date due. Consultants mailing RFP's should allow for normal delivery time to ensure timely receipt. Electronically mailed or faxed proposals will not be accepted. Proposals received after the RFP deadline will not be accepted and will be returned unopened to the Consultant.

## **1.6 Acceptance, Rejection, or Award of Proposals**

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

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



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

- Failure of the Consultant to adhere to one or more of the provisions established in the Request for Proposals.
- Failure of the Consultant to submit a Proposal in the format specified herein.
- Failure of the Consultant to submit a Proposal within the time requirements established herein.
- Failure of the Consultant to adhere to ethical and professional standards before, during, or following the Proposal process.

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

## **1.7 Cost of Preparing Proposals**

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

## **1.8 Changes to Solicitation by Addenda**

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

Addenda, if necessary, will be issued on the City's website, [www.ci.st-helens.or.us/rfps](http://www.ci.st-helens.or.us/rfps) not later than seven (7) days prior to the RFP closing date. The City will not mail notice of addenda but shall publish notice of any addenda on the City's website. It is the responsibility of the Consultant to check the webpage for any posted addenda, and ensure that the submitted proposal includes said addenda. Questions must be received no later than fourteen (14) calendar days prior to the RFP closing date. Questions shall be submitted to Sharon Darroux, [sharond@ci.st-helens.or.us](mailto:sharond@ci.st-helens.or.us) , (503) 366-8243.

Consultants are advised to check the City's website regularly for addenda. A prospective Consultant may request a change in the RFP by submitting a written request via mail or email to the Project Manager set forth in **Subsection 1.3**. The request must specify the provision of the RFP in question and contain an explanation of the requested change. All requests for changes to the RFP must be submitted to the City no later than February 27, 2020.

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

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

## **Section 2      Scope of Work**

---

### **2.1    General Statement**

The Sanitary Sewer Master Plan Update to be addressed by this RFP is intended to provide an evaluation of prior system master plans, current system conditions, areas of interest, and projected future needs for serving build-out within the City's UGB. Future urban service demands and capacity enhancement measures are also to be analyzed. Detailed scope of this work will be determined separately with the selected consultant. The plan must be in compliance with Oregon Administrative Rule (OAR 660-011) as applicable. The Plan must be in harmony with the City of St. Helens Engineering Standards Manual and Standard Drawings, City of St. Helens Development Code, and the latest version of the Oregon Standard Specifications for Construction.

Public review of the master plan will be accomplished through a public informational workshop and a presentation to the Planning Commission and to the City Council for final adoption.

### **2.2    Terms of Service**

The contract resulting from this Request for Proposals (RFP) shall be for a period ending December 31, 2021.

### **2.3    Scope of Work**

This Scope of Work is intended to be a general outline of the work and not an all-inclusive description of the professional and technical services that may be required to undertake and complete the Project. The new Sanitary Sewer Master Plan will identify and prioritize necessary or desirable capital improvements and Sanitary Sewer System operational costs for the City of St. Helens. The master plan will identify modifications

or additions necessary to address the predicted future needs for collections, operations, and maintenance.

The planning period for this master plan is 20 years.

## **Task 1 – Project Management**

### **1.1 Project Administration**

Consultant shall select a Project Manager to direct, coordinate and monitor the activities of the project with respect to budget, schedule and contractual obligations. The Project Manager will work closely with City staff, other agencies as deemed appropriate, neighboring communities and other stakeholders as essential to the success of the Master Plan. This task includes coordination of meetings with staff, Council and public/stakeholder meetings and any necessary support material.

### **1.2 Coordination Meetings**

Consultant shall set up a schedule for conference calls and/or meetings between the Consultant and City personnel, as needed, to review project progress, discuss project challenges and findings, and review early study results. Consultant shall ensure that City personnel and Consultant team members maintain a shared understanding regarding study direction, objectives, and deliverables. The City anticipates a minimum of one meeting or conference call per month.

### **1.3 Kick-Off Meeting**

Consultant shall initiate the project kickoff meeting and shall prepare an agenda for the kickoff meeting, invite necessary attendees, collect data, and discuss the schedule of the project. The meeting will be to develop project goals, vision, objectives and criteria after the contract is awarded. At this meeting, additional project stakeholders and outreach methods will be determined.

### **1.4 Quality Assurance and Quality Control Review**

Consultant shall conduct internal Quality Assurance and Quality Control meetings and follow-up with technical experts as necessary during the course of the project.

## **Task 2 – Data Gathering and Review**

### **2.1 Collect, Compile and Evaluate Existing Data**

The Consultant shall gather, review, and evaluate available data from the City and other sources as necessary, to include, but not be limited to, the following:

- Zoning maps and comprehensive plan for future planned land uses
- Sanitary Sewer maps, as-built drawings, and GIS sewer system files
- Operational records to become familiar with the existing sanitary sewer system operations
- Flow monitoring and modeling data
- CCTV inspection videos, reports and records for sewer lines and manholes
- Known problem areas of sanitary sewer overflows, bottlenecks, and key bypass manholes.
- Proposed development plans/plats on file, including those in discussion stages
- Pump station data
- Wastewater Treatment Facility treatment data
- Topography maps
- Past Sanitary Sewer System master plans
- Recent planning documents i.e. Housing Needs Analysis, etc.

- 2.2 Evaluate existing and identify missing data in the City's sanitary sewer GIS database needed for this study. In some instances, GIS data may be missing or may contain incorrect data for required fields such as pipe diameter, length, upstream invert elevation, downstream invert elevation, and manhole rim elevation. A substantial gap analysis, including review and quality control checks of the GIS, need to be conducted to identify missing data, erroneous input values, and values, which appeared to be estimated. The review process may require multiple data exchange iterations with City staff to fill in missing data. Perform necessary investigation and field work, including surveying where needed, to correct existing data or obtain missing data. The Consultant will be responsible for contacting private citizens for access.
- 2.3 Analyze high flows during heavy rain events for suspected sump pump connections. Recommend sump pump disconnection program to incentivize customers to disconnect existing sump pumps from their sanitary laterals.
- 2.4 Conduct Interviews  
Consultant shall conduct interviews with City personnel familiar with the City's Sanitary Sewer system and collect information on the operation and

maintenance of the system and any known deficiencies. Consultants shall make site visits with City personnel to specific facilities as necessary.

Known problem locations and other areas of concern include:

- Middle Trunk at S. 14<sup>th</sup> Street
- S. 4<sup>th</sup> Street Tunnel
- Re-routing flows from Pump Station No. 1
- Future service for City's waterfront development property
- Sump pump disconnection program

### **Task 3 – Technical Analysis**

#### **3.1 Consultant shall,**

- Develop of an inventory of existing sanitary sewer system facilities within study area
- Review sanitary sewer system resiliency and recommend improvements for critical infrastructure
- Review key bypass points in the Sanitary Sewer System
- Analyze and evaluate the existing Sanitary Sewer System under existing and future development conditions
- Provide overview of the current funding structure and provide recommendations for additional options
- Develop design criteria for analysis of existing facilities and design for future facilities
- Develop a plan showing the recommended improvements to the Sanitary Sewer System incorporating existing facilities and a technical analysis of alternatives
- Prepare cost estimates for the recommended improvements specifying any System Development Charge (SDC) eligible portions of each improvement
- Integrate and prioritize sanitary sewer improvements into a Capital Improvement Program
- Recommend capital improvements needed to provide sewer service to unserved areas and future buildout.
- Provide recommendations for implementing a sump pump disconnection program
- Prioritize the Sanitary Sewer System improvements to support integration into the City's Capital Improvement Plan (CIP) program
- Prepare a Sanitary Sewer System master plan, including detailed maps and exhibits. Exhibits and maps should at a minimum include sewer service area, sewer basins, delineation of sewer trunk

lines, collection system (existing and future), CCTV Inspection and Report, flow study, Sewer Financial Plan and Capital Improvement Program (CIP).

### 3.2 Sanitary Sewer System Condition Assessment

- Consultant shall assess the condition of the City's sewer collection system under various flow conditions to determine possible system deficiencies.
- Analyze the existing sewer system for future anticipated flows under various operating conditions to determine possible system deficiencies.
- Analyze the existing system based on CCTV inspection, I&I study and field investigation data
- Provide options for improvements such as sewer point repair, sewer lining and other less invasive construction methods
- Recommend system improvements required based on the results of the system capacity analysis and operational requirements improvements
- Develop a rating system to apply to the Sanitary Sewer System collection system. The rating system will be used to rank each segment based on highest priority of replacement or repair. The rating system shall be a numerical points system based on items such as:
  - Need for increased capacity
  - Existing deficiencies including number of repairs, condition, and years left in expected life cycle

### 3.3 Hydraulic Modeling

Consultant shall develop flow models for the following Sanitary Sewer System basins:

- Basin 1 (North Trunk)
- Basin 2 (North Trunk)
- Basin 3 (North Trunk)
- Basin 4 (Middle Trunk)
- Basin 5 (Interceptor Trunk)
- Basin 6 (South and West Trunks)
- Basin 7 (Diversion Trunk)

Prepare a Hydraulic Model for existing and future conditions that include all sewer elements. Prepare a hydraulic schematic drawing for existing and future conditions. Consultant must show an understanding of the hydraulic needs of the existing sanitary sewer basins and future sanitary

sewer basins through flow monitoring and a review of existing pump station data.

Execute the analysis based on existing and future buildout conditions to identify any deficiencies in the sewer collection system.

#### 3.4 Final Project Base Map

All data will be compiled into a GIS project base map that will be submitted to the City once the project is complete. Key problem areas will be highlighted in the project base map. This will include all Consultant created files, including source/origination, quality, qualifications, attribute coding, and other relevant information as agreed upon by the City and the Consultant at the kickoff meeting.

### **Task 4 – St. Helens Engineering Standards and Comprehensive Plan Review**

Review and recommend updates to the Municipal Code Title 18 of the St. Helens Engineering Standards Manual, Municipal Code Title 19 – Comprehensive Plan, and Municipal Code Title 17 – St. Helens Community Development Code, found at <https://www.codepublishing.com/OR/StHelens/> related to Sanitary Sewer System management. Consultant shall recommend changes based on the results of the Sanitary Sewer Master Plan.

Consultant shall assist City personnel with providing supporting data for amending the standards and codes and recommend Sanitary Sewer System quality policies and standards for City adoption. Recommend best management practices for new developments in order to ensure that new growth and its associated infrastructure best integrates into the existing system. Furthermore, specific minimum design and specification criteria, including assessment, inspection, and rehabilitation standards, shall be provided for analysis of future sanitary sewerage facilities.

### **Task 5 – Sanitary Sewer System Capital Improvement Plan**

5.1 Consultant shall group identified improvements into projects with planning level cost estimates within  $\pm 20\%$  accuracy prepared for each project. Consultant shall develop a 20-year Capital Improvement Plan (CIP) for the sanitary sewer collection system. The improvement projects will be prioritized in order of importance and need with suggested dates for construction assigned.

5.2 Sanitary Sewer System Maintenance Plan

Identify projects determined as part of Task 3. The projects shall be grouped by anticipated year for construction and the estimated annual costs summarized. Generate a cost and implementation strategy for maintenance of existing sanitary sewer infrastructure based on priority ranking.

### 5.3 Conceptual Solutions

Consultant shall develop a conceptual solution that addresses the problems to meet established criteria and/or needs of the City and affected citizens/ properties. Solutions will also incorporate inflow and infiltration reduction, elimination/reduction of sanitary sewer bypass points, commonly identified areas of sanitary sewer overflows, environmental impacts, aesthetics, utility impacts, benefits or impacts to other city infrastructure, private property impacts, land/easement acquisition, and cost.

### 5.4 Resiliency Planning

Analyze existing sanitary sewer system and develop a plan to prevent and mitigate catastrophic failure of the sanitary sewer system. Identify critical facilities and evaluate the likelihood and consequences of seismic or other failures for each critical facility.

### 5.5 Future Sanitary Sewer System Facilities

- Identify capital improvement needs within each sanitary sewer basin and recommend projects. Include cost estimates for engineering, construction, contingency, operation and maintenance costs, project schedule and priority ranking.
- Propose improvements to the identified system deficiencies that result in the revealed “trouble-spots” and propose improvements to correct these deficiencies.
- Identify locations for new sewer facilities that take into account geography, ownership, capacity, land value, development potential and a comprehensive Sanitary Sewer management system.
- Estimate future system supply, demand, and available capacity at the end of the 20-year planning horizon and how to meet increased system demand based on growth and capacity improvements.

## **Task 6 – Staffing Level Analysis**

Consultant shall perform an analysis of the City’s staffing level. The analysis shall determine the staffing level to adequately maintain and manage the City’s sewer



collection system. Consultant should consider operational costs of existing and future requirements.

### **Task 7 – Sanitary Sewer System Rate Review**

Consultant shall review the City's Sanitary Sewer service rates to ensure that the Sanitary Sewer System utility is fully recovering the cost of providing sanitary sewer services, including analysis of the following factors:

- Current and future costs of providing sanitary sewer collection services in accordance with established and anticipated standards and regulations.
- Current and future costs of maintenance and operation of the sanitary sewer collection system.
- Projected demands.
- Availability of capacity.
- Funding of capital maintenance projects.
- Impact of current and future environmental regulations.
- Adequate reserves for depreciation, emergencies, catastrophes, and other appropriate purposes.
- Other impacts as identified.

Consultant shall summarize the impacts of the rate structure to include identification of impacts on funding operating activities, maintenance, and infrastructure improvements.

### **Task 8 – System Development Charge Analysis**

Consultant shall compile the Sanitary Sewer Development Charge (SDC) project list, including project costs, using the Sanitary Sewer System Capital Improvements Plan of Task 5 and input from City personnel. Consultant shall calculate the percentage of the improvement fee by determining the cost of the capacity increasing portion of each project.

Consultant shall calculate the amount of eligible unused capacity in the existing Sanitary Sewer System using City asset information, policy information, and input from City personnel. Consultant shall use the value of the unused Sanitary Sewer System capacity to calculate the percentage of the reimbursement fee.

Consultant shall calculate the percentage of the administrative portion of the Sanitary Sewer SDC in accordance with State of Oregon SDC statutes and input from City personnel

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## Task 9 – Draft Sanitary Sewer Master Plan

Upon completion of Tasks 1-8, Consultant shall submit 5 printed copies and 1 digital copy in PDF format of a draft Sanitary Sewer Master Plan to the City for review and comment. At a minimum, Consultant shall submit drafts for a 60% and 90% review.

At a minimum, the report shall include the following:

- An Executive Summary
- Colored maps that are clear, easy to understand, and of professional quality of the City's Sanitary Sewer System, identified deficiencies, and proposed improvements
- Summary of existing Sanitary Sewer System
- Population projections and Sanitary Sewer System demand summary
- Documentation of modeling methodologies and assumptions
- Technical information, analysis, and discussion of results for each task making use of charts, graphs, and figures of professional quality to clearly and efficiently convey the information, findings, and conclusions
- Justification for recommended work to be accomplished
- System Condition Assessment
- Sanitary Sewer System Capital Improvements Plan , including resiliency improvement projects
- System Development Charge and Utility Rate Review
- Other supporting documentation

Consultant shall prepare the Sanitary Sewer Master Plan and associated materials in accordance with City standards.

Consultant shall provide draft version of Sanitary Sewer System Condition Assessment to the City for review and comment.

Consultant shall incorporate City review and comments of the draft materials and resubmit for additional reviews until final City approval of the draft materials. Re-submittal of complete document for secondary review is not required. Edited materials may be submitted as replacement pages.

Consultant shall plan on attending the following meetings to present, discuss, and answer questions regarding the Sanitary Sewer Master Plan. The presentations can be combined with the Sanitary Sewer System Master Plan presentations:

- |                       |                      |
|-----------------------|----------------------|
| ▪ Public Workshop     | 1 Meeting, evening   |
| ▪ Planning Commission | 1 Meeting, evening   |
| ▪ City Council        | 1 Meeting, afternoon |

## Task 10 – Final Sanitary Sewer System Master Plan

Upon City approval of the draft master plan, Consultant shall produce final report and submit ten (10) printed copies and 1 digital copy in PDF format. The Consultant shall conduct and facilitate, with City staff support, the process of a public workshop, presentation to the Planning Commission, and presentation to the City Council as described in Task 9. Consultant shall provide a final electronic copies of all analysis results used to compile the Sanitary Sewer System Master Plan.

## Section 3 Proposal Requirements

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### 3.1 Submittal of Proposals

The Consultant must submit a definitive proposal for the end results that are set forth in this RFP. The proposal must describe the intended performance of the Consultant on the activities prescribed and the resources to perform the activities. The selected Consultant must have demonstrated experience in this type of study. The professional staff necessary to conduct the required study must be available for timely response in preparing the Master Plan Update. The Consultant should have available a project manager with demonstrated skill in managing an interdisciplinary team.

The City expects the Consultant to maintain the same project manager and key team members through the duration of the project. Sub-consultants proposed by the Consultant shall be listed in the proposal.

In order to be considered for this project, each Consultant must provide five total copies of their proposal. All proposals must arrive at the City of St. Helens Engineering Department office on or before the listed time and date due. An authorized officer of the firm must sign the proposal.

Proposals shall be sealed in an envelope, plainly identifying Project Name, and Consultant's Name and Address. The document shall be addressed and delivered to the issuing office identified in **Subsection 1.5**.

The Proposal shall include, as a minimum, the following items:

1. The name of the person(s) authorized to represent the Consultant in negotiating and signing any contract that may result from this document.
2. A description of the organization, size, and structure of the Consultant's team.

3. A problem statement from the Consultant's viewpoint, the objectives of the proposed Consultant work, the Consultant's proposed methodology, and a work plan for completing the work. If the Consultant chooses to modify the objectives section, those modifications shall be explained. The Consultant should clearly define the assumptions behind the Proposal.
4. At least three (3) references of former clients with summaries or samples of previous work that demonstrate the Consultant's ability to conduct a study of this scope and magnitude.
5. A list of similar master plans developed within the past five (5) years.
6. The name of the Consultant's project manager and the names of professional persons who will perform the work, a current resume for each, including a description of qualifications, skills, responsibilities, and the special knowledge material to this project.
7. A list of the tasks, responsibilities, and qualifications of any proposed sub-consultant(s).
8. A work schedule showing duration, dependency, and the dates of completion of the tasks necessary to meet the City's objectives.
9. Any Consultant proposed modification or addition to the objectives detailed in the proposal will be separately assigned resources to permit clear distinction between those items required for the requested proposal and modified proposal.
10. The Consultant shall provide a current rate schedule for all consultant and sub-consultant team members who will be assigned to the project. This rate schedule shall be submitted in a separate sealed envelope with the following information clearly printed on the envelope:

**City of St. Helens, Oregon**  
**Request for Proposals for Consultant Services**  
**Sanitary Sewer Master Plan Update**

11. Provide a statement outlining the anticipated involvement of City staff.

## 3.2 Consultant Qualifications and Experience

Consultants are requested to provide information on the qualifications of the project team member(s) as well as related experiences. Recent experience (within the last five years) is most important. Specific client agencies and contact names and numbers must be included. The member or members proposed for the project should be described in terms of (1) position within the firm, (2) role within the past projects, and (3) extent of responsibilities.

Summaries of related experience should be brief, emphasizing relevance to the project proposed above. These should identify references with a contact person, giving name, phone number and address, and describing the involvement in the project.

The following minimum criteria will apply:

- Each Consultant shall have no fewer than ten years' experience, no fewer than five of which are within the State of Oregon, in providing all the types of services required within the Scope of Work in **Section 2.3**.
- Consultant shall demonstrate, to the satisfaction of the City, the ability to provide the services required within the Scope of Work in **Section 2.3** to the City and shall demonstrate a proven history of providing such service for public agencies.
- Consultant shall not have a record of substandard workmanship. The City will verify this requirement by communication with the licensing authority, the Consultant's clients and references, and as many other references as the City may be deem appropriate.

## 3.3 Proposal Format and Requirements

### A. Proposal Format

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

Proposals should be prepared simply and economically, providing a straightforward, concise presentation of the information requested. Fancy bindings, colored displays, promotional materials may be included; however emphasis should be on completeness and clarity of content.

## **B. Introductory Letter (One Page maximum)**

Introductory letter shall include the name of the proposing firm and its principal business address and phone number where the relationship will be managed. The letter should address the firm's willingness and commitment, if selected, to provide the services offered and a description of why the Consultant believes it should be selected.

The letter should be addressed to the Project Manager at the address identified in **Subsection 1.5**. Provide telephone and fax numbers, email addresses, and mailing addresses for Consultant's project contact/manager. A statement in the letter of interest shall specifically stipulate that the consultant accepts all terms and conditions contained in the RFP and the Personal Services Agreement.

The letter shall name the person(s) authorized to represent the consultant in any negotiations and the name of the person(s) authorized to sign any contract or agreement, which may result. The letter of interest must be signed by a legal representative of the Consultant firm or institution, authorized to bind the firm or institution in contractual matters.

## **C. Consultant's Experience (Two Pages Maximum)**

Consultant shall describe the firm's and any key sub consultant's firm size, office locations, and relevant capabilities and resources in relation to this project. Only experience on completed projects should be included in this section. This section should include:

- Experience with Sanitary Sewer System Master Planning services for municipality agencies, including Sanitary Sewer System development charge and utility rate studies
- Experience developing long range cost estimates for Sanitary Sewer collection system projects
- Experience developing long range critical path scheduling including design, permitting, bidding, and construction related activities
- Experience in Sanitary Sewer systems planning, Sanitary Sewer collection system design, Sanitary Sewer System modeling, and SDC and utility rate studies
- Experience with resiliency planning
- Similar projects with other government agencies

- Procedures and/or policies associated with or related to work quality and cost control
- Management and organizational capabilities

#### **D. Consultant's Project Team Experience (Four Pages Maximum)**

Consultant shall identify the team to be assigned to the project by name, including at a minimum the principal, project manager, key staff, and any sub-consultants. Consultant shall describe the project team's qualifications and experience on completed projects related to this specific project. Consultant shall explain the project team's expertise regarding all tasks associated with the scope of work. This section should include:

- Approximate number of people to be assigned to the project
- Extent of principal and project manager involvement
- Principal, project manager, key members, and sub-consultant experience with:
  - › Sanitary sewer system planning, sanitary sewer collection system design, sanitary sewer system modeling, resiliency planning and SDC and utility rate studies
  - › Developing long range cost estimates
  - › Developing long range critical path scheduling including design, permitting, bidding, and construction related activities
  - › Unique qualifications
  - › Current assignments and location
- Roles and responsibilities of key staff on this project
- Percentage of time key staff will be devoted to this project for the duration of the project, based on a 40-hour work week

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

**E. Project Understanding (Two Pages Maximum)**

Consultant shall demonstrate its preliminary understanding of the project by providing a clear and concise description of the project and major issues, based on the information provided in this RFP.

**F. Project Approach (Four Pages Maximum)**

Consultant shall clearly define the tasks and activities necessary to meet the objectives outlined in the scope of work of **Section 2.3**. This section should include:

- Description of the tasks and activities, the methodology that will be used to accomplish them, and which team members will work on each task
- Description of the products that would result from each task and activity
- Identification of points of input and review with staff
- Estimated time frame to complete each task

Consultants are invited to suggest additional (optional) work tasks that could be performed in conjunction with or subsequent to the scope of work of **Section 2.3**. Such tasks are to be described as optional and the benefits of performing such tasks shall be described. Optional tasks will not be included in the initial short list selection, but may be considered by the City for relevancy during final consultant selection process.

**G. Proposed Project Schedule (One Page Maximum)**

Consultant shall include a proposed project schedule identifying key tasks and milestone dates and their associated duration.

**H. Past Projects (One Page per Project Maximum)**

Consultant shall provide project descriptions of up to five completed projects. Consultant shall list the firm(s) and project team member(s) that worked on the listed projects.

Consultant shall submit an electronic copy of one recent Sanitary Sewer System Master Plan that reflects the firm's quality of work. This project submittal is considered an attachment to the Proposal and is not subject to page limitations of this section.



## **I. References (Two Pages Maximum)**

Consultant shall include references for each of the Past Projects submitted. List contact name, title, agency, phone number, e-mail address, and mailing address.

## **J. Proposal Signature Page (Attachment A)**

Consultant shall submit with proposal the Proposal Signature Page, Attachment A, in the sealed envelope in accordance with **Section 1**.

All Addenda of this RFP shall be submitted as part of the Proposal. Receipt of each Addendum shall be acknowledged by the Consultant by signing in the appropriate designated location on the Proposal Signature Page (Attachment A) Each Consultant shall ascertain, prior to submitting a Proposal, that the Consultant has received all Addenda issued by the City.

## **K. Sample Personal Services Agreement (Attachment B)**

Consultant shall review the sample personal services agreement, Attachment B. No changes or alterations to the personal services agreement will be considered. Submission of a proposal constitutes acceptance of the personal services agreement as to form and content. Please review the agreement in consideration of the Proposal.

# **Section 4 Proposal Selection and Evaluation**

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The City intends to select a Consultant who is fully qualified and has assembled a project team that can provide satisfactory service. The City will be the sole judge of whether or not a Consultant is considered to be fully qualified for the purpose of this RFP and will determine if the proposals are complete and meet the requirements as described in this RFP.

## **4.1 Proposal Review**

The City will assign a committee with the task of selecting the best-qualified consultant. The committee will use a three-step process:

1. The RFP's will be evaluated and reviewed.
2. A short list of up to three qualified candidates will be compiled.
3. The short listed candidates may be invited to give a presentation and participate in an interview session with the selection committee and will be requested to

provide an estimate of the cost of professional services for the project per ORS 279C.110(5). Interviews, if necessary, are tentatively scheduled for the week of March 23 – 27, 2020.

This process should result in a recommendation to the City Council for their final decision by April 15, 2020.

Once a final selection has been made, the City and the chosen consultant shall work jointly to refine a detailed scope of work and contract for services.

## 4.2 Evaluation Criteria

The criteria listed below will be used to evaluate the proposals, and determine the short list of candidates. Each proposal will be rated on a scale of 1 to 5 which will be multiplied by the weighted values as shown in the following table:

Criteria	Weight Factor	Rating (1 – 5)	Weighted Rating
<p>A. <b><u>Project Approach and Understanding:</u></b>            Evaluation of consultant's project understanding and approach to accomplish the tasks and deliverables set forth in the Scope of Work. Attention will be given to methodologies proposed to accomplish the work, including the types of information or data required.</p>	30%	_____	_____
<p>B. <b><u>Quality of Relevant Experience and Expertise of the Consultant:</u></b>            Evaluation of consultant's special area of expertise and the consultant's knowledge and success in developing sanitary sewer system master plans. A review of the consultant's references and proven experience with similar size and scope sanitary sewer master plans.</p>	20%	_____	_____
<p>C. <b><u>Quality of Relevant Experience and Expertise of the Project Team Assigned to the Project:</u></b>            An evaluation of the proposed team's qualifications, experience, skills and commitment to perform the work. Review of identified staff roles and specialty skills to ensure they are consistent with the project needs.</p>	20%	_____	_____

D. **Previous Experience in Development, Modeling, and Updating of Sanitary Sewer System Master Plans:**

Evaluation of the consultant's recent projects experience, specifically for this type of work, level of complexity, and comparable size with the proposed tasks, including whether the proposed project team members have been actively involved in many of the referenced projects.

15%

\_\_\_\_\_

E. **Capacity of the Firm to Commit Sufficient Resources to the Project and the Ability of Firm to Respond Quickly to Tasks Assigned:**

Review of the consultant's level of staff time dedicated to the work, the consultant's proposal and delivery mechanisms, quality of the consultant's completed deliverables on past projects and the quality of service the firm.

10%

\_\_\_\_\_

F. **Project Schedule:**

Review of the proposed schedule for compliance with suggested deliverable timelines.

5%

\_\_\_\_\_

100%

**TOTAL SCORE:** \_\_\_\_\_

### 4.3 Final Evaluation Criteria (Short List Candidates Only)

The following criteria will be used to evaluate the short list of candidates based on their presentation and interview and determine the final consultant selection. Each proposal from selected short-listed candidates will be rated on a scale of 1 to 5 which will be multiplied by the weighted values as shown in the following table:

Criteria	Weight Factor	Rating (1 – 5)	Weighted Rating
<p>A. <b><u>Project Approach and Understanding:</u></b>            Evaluation of consultant's project understanding and approach to accomplish the tasks and deliverables set forth in the Scope of Work. Attention will be given to methodologies proposed to accomplish the work, including the types of information or data required.</p>	25%	_____	_____
<p>B. <b><u>Quality of Relevant Experience and Expertise of the Consultant:</u></b>            Evaluation of consultant's special area of expertise and the consultant's knowledge and success in developing sanitary sewer system master plans. A review of the consultant's references and proven experience with similar size and scope sanitary sewer master plans.</p>	15%	_____	_____
<p>C. <b><u>Quality of Relevant Experience and Expertise of the Project Team Assigned to the Project:</u></b>            An evaluation of the proposed team's qualifications, experience, skills and commitment to perform the work. Review of identified staff roles and specialty skills to ensure they are consistent with the project needs.</p>	15%	_____	_____

D. **Previous Experience in Development, Modeling, and Updating of Sanitary Sewer System Master Plans:**

Evaluation of the consultant's recent projects experience, specifically for this type of work, level of complexity, and comparable size with the proposed tasks, including whether the proposed project team members have been actively involved in many of the referenced projects.

15%

\_\_\_\_\_

E. **Capacity of the Firm to Commit Sufficient Resources to the Project and the Ability of Firm to Respond Quickly to Tasks Assigned.**

Review of the consultant's level of staff time dedicated to the work, the consultant's proposal and delivery mechanisms, quality of the consultant's completed deliverables on past projects and the quality of service the firm.

10%

\_\_\_\_\_

F. **Project Pricing Proposal:**

Project fees that cover the entire aspect of services and other costs to complete the project.

15%

\_\_\_\_\_

G. **Project Schedule:**

Review of the proposed schedule for compliance with suggested deliverable timelines.

5%

\_\_\_\_\_

100%

**TOTAL SCORE:**

\_\_\_\_\_

In the event of a tie among candidates with respect to the evaluation criteria, the candidate with the lower overall project cost will be selected. The City has estimated the project cost at \$150,000.

## **Section 5      Contract Requirements**

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### **5.1    General Contract Requirements**

The successful Consultant will complete a City standard contract in the form of a Personal Services Contract which shall incorporate a contract, the Scope of Work, a list of tasks, a work schedule, a rate of pay scale, and certificates of insurance.

The City will issue the Notice to Proceed after the execution of the contract.

The contract shall not be assigned in part or in total and the Consultant shall be solely responsible for the work of sub-consultants.

### **5.2    Contract Payment Schedule**

Payment for work will be made monthly upon receipt of Consultant's billing statement, consistent with City procedures. Each statement must include summary of progress made through the date of the billing and shall be submitted to the Project Manager. Monthly payments will be based on the costs incurred as summarized in the progress report. All contract payments must be authorized by the City Council prior to payment approval.

### **5.3    Insurance Coverage**

The selected Consultant will be required to provide Errors and Omissions, Professional Liability Insurance, Worker's Compensation, General Liability, and Automobile insurance as required for compliance with the City's minimum standards for personal services contracts. The consultant shall include the City, its' officers, agents, and employees as named insured on insurance policies issued for this project, or shall furnish an additional insured endorsement naming the same as an additional insured to the Consultant's existing public liability and property damage insurance.

Before the contract is executed, the consultant shall furnish to the owner a certificate of insurance which is to be in force and applicable to the project.

# Attachment A      Proposal Signature Page

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

The undersigned hereby certifies and represents that the Consultant:

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

## Receipt of Addenda

Consultant acknowledges that ADDENDA NUMBERED \_\_\_\_\_ THROUGH \_\_\_\_\_ have been reviewed as part of the Request for Proposal.

## Signature

The Consultant hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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CONSULTANT FIRM NAME

---

CONTACT PERSON

---

MAILING ADDRESS, CITY, STATE, AND ZIP CODE

---

FIRM TELEPHONE NUMBER

---

CONTACT PERSON TELEPHONE

---

EMAIL ADDRESS

---

PRINT NAME AND TITLE OF FIRM'S AUTHORIZED  
REPRESENTATIVE

---

SIGNATURE OF FIRM'S AUTHORIZED  
REPRESENTATIVE

---

DATE



## Attachment B      Personal Services Agreement (Sample)

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

### RECITALS

- A. The City is in need of consulting services to update the current Sanitary Sewer System Master Plan, and Contractor is qualified and prepared to provide such services.
- B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

### AGREEMENT

- 1. **Engagement.** The City hereby engages Contractor to provide services (“Services”) related to Sanitary Sewer System Master Plan update, and Contractor accepts such engagement. The principal contact for Contractor shall be \_\_\_\_\_, phone \_\_\_\_\_.
- 2. **Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.
- 3. **Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on \_\_\_\_\_. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.
- 4. **Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.
- 5. **Payment.**
  - 5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document

- copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City's travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor's cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.
- 5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.
- 5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.
- 5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.
- 5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.
6. **Document Ownership.** Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.
7. **Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

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

**CONTRACTOR:** \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- 8. Standard of Care.** Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.
- 9. Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

**10. Insurance.**

- 10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.
- 10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.
- 10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

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

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

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

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

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

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

**15. Indemnification.** Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

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

## **17. Compliance with Law.**

- 17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.
- 17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or 29 USC Sections 201 through 209.
- 17.3 Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.
- 17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.
- 17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. \_\_\_\_\_]

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

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

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

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

## **22. Default.**

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

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

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

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

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

## **24. Inspection and Audit by the City.**

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

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

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

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

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

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

**CITY:**

**CONTRACTOR:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

City Recorder

## **Attachment C      Scope of Work**

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[TBD]



## Attachment D Insurance Requirements

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

## Attachment E      Terms of Compensation

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[TBD]



St. Helens, OR

# Expense Approval Register

Packet: APPKT00005 - AP 2.8.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
INGRAM LIBRARY SERVICES	43581440	02/08/2020	BOOKS / AUDIO BOOKS	100-000-21300	54.26
INGRAM LIBRARY SERVICES	43581441	02/08/2020	BOOKS / AUDIO BOOKS	100-000-21300	53.94
INGRAM LIBRARY SERVICES	43581442	02/08/2020	BOOKS / AUDIO BOOKS	100-706-52033	487.94
INGRAM LIBRARY SERVICES	43581443	02/08/2020	BOOKS / AUDIO BOOKS	100-000-21300	23.26
MIDWEST TAPE	98514294	02/08/2020	DVD	100-706-52034	61.47
SHRED-IT C/O STERICYCLE INC	8129095935	02/08/2020	CITY HALL SHRED SERVICE	100-715-52019	91.90
MARK J LANG ATTORNEY AT L...	2135	02/08/2020	RICHELLE STAPLES	100-704-52019	125.00
COLUMBIA COUNTY TREASUR...	DEC 2019	02/08/2020	JAIL ASSESSMENT	100-000-20900	338.78
COLUMBIA COUNTY TREASUR...	DEC 2019	02/08/2020	COUNTY ASSESSMENT	100-000-20900	709.40
COLUMBIA COUNTY TREASUR...	DEC 2019	02/08/2020	CITY COURT COSTS	100-000-36002	-104.82
DCBS FISCAL SERVICES	INV0000002	02/08/2020	INSPECTION AND PERMIT FEES	100-000-35003	5,555.00
DCBS FISCAL SERVICES	INV0000002	02/08/2020	INSPECTION AND PERMIT FEES	100-000-35005	2,295.00
DCBS FISCAL SERVICES	INV0000002	02/08/2020	INSPECTION AND PERMIT FEES	100-000-35006	518.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>10,209.13</b>
<b>Fund: 603 - SEWER</b>					
OREGON DEQ BUSINESS OFFICE	INV0000003	02/08/2020	CWSRF LOAN PAYMENT	603-000-55001	50,000.00
OREGON DEQ BUSINESS OFFICE	INV0000004	02/07/2020	CWSRF PRINCIPAL PAYMENT	603-000-55001	94,812.00
OREGON DEQ BUSINESS OFFICE	INV0000005	02/07/2020	CWSRF LOAN PAYMENT INTER...	603-000-55002	58,064.00
<b>Fund 603 - SEWER Total:</b>					<b>202,876.00</b>
<b>Fund: 703 - PW OPERATIONS</b>					
SUNSET EQUIPMENT	67651	02/08/2020	PERF PIPE	703-734-52001	206.00
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>206.00</b>
<b>Fund: 704 - FACILITY MAJOR MAINTNANCE</b>					
CITY OF ST. HELENS	INV0000001	02/08/2020	BUILDING PERMIT 14773 WIN...	704-000-53018	105.93
<b>Fund 704 - FACILITY MAJOR MAINTNANCE Total:</b>					<b>105.93</b>
<b>Grand Total:</b>					<b>213,397.06</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	10,209.13
603 - SEWER	202,876.00
703 - PW OPERATIONS	206.00
704 - FACILITY MAJOR MAINTNANCE	105.93
<b>Grand Total:</b>	<b>213,397.06</b>

**Account Summary**

Account Number	Account Name	Expense Amount
100-000-20900	County Assessment	1,048.18
100-000-21300	Library Replacement Fines	131.46
100-000-35003	Building Permits	5,555.00
100-000-35005	Plumbing Permits	2,295.00
100-000-35006	Mechanical Permits	518.00
100-000-36002	Fines - Court	-104.82
100-704-52019	Professional Services	125.00
100-706-52033	Printed Materials	487.94
100-706-52034	Visual Materials	61.47
100-715-52019	Professional Services	91.90
603-000-55001	Principle	144,812.00
603-000-55002	Interest	58,064.00
703-734-52001	Operating Supplies	206.00
704-000-53018	Capital Outlay - City Hall	105.93
Grand Total:		213,397.06

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	213,397.06
<b>Grand Total:</b>	<b>213,397.06</b>



St. Helens, OR

# Expense Approval Register

Packet: APPKT00010 - AP 2.14.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
I & E CONSTRUCTION INC	INV0000011	02/13/2020	REFUND BUILDING PERMIT 1	100-000-37004	100.00
THE LAW OFFICES OF JOSEP	1213	02/13/2020	DANIEL HOSON	100-704-52019	125.00
HUDSON GARBAGE SERVICE	JAN 2020	02/13/2020	1554	100-706-52003	59.80
HUDSON GARBAGE SERVICE	JAN 2020	02/13/2020	4562	100-708-52023	114.40
HUDSON GARBAGE SERVICE	JAN 2020	02/13/2020	7056	100-709-52023	96.59
TVW INC	0040019-IN	02/12/2020	JANITORIAL SERVICE	100-715-52023	1,767.78
TVW INC	0040020-IN	02/12/2020	JANITORIAL SERVICE COL CE	100-706-52023	1,521.19
TVW INC	0040021-IN	02/12/2020	JANITORIAL SERVICE POLICE	100-705-52023	810.38
TVW INC	0040022-IN	02/12/2020	JANITORIAL SERVICE REC CE	100-709-52023	123.19
LAWRENCE OIL COMPANY	019001-2003101	02/12/2020	247749	100-715-52022	35.81
GOVERNMENT FINANCE OFF	0252001	02/12/2020	MEMBERSHIP RENEWAL MA	100-707-52013	190.00
THE LAW OFFICES OF JOSEP	1204	02/12/2020	ZACHERY CARTER	100-704-52019	200.00
THE LAW OFFICES OF JOSEP	1206	02/12/2020	ZACHERY CARTER	100-704-52019	125.00
THE LAW OFFICES OF JOSEP	1207	02/12/2020	ADAM CANTERBURY	100-704-52019	200.00
THE LAW OFFICES OF JOSEP	1208	02/12/2020	TEHVYN WEST	100-704-52019	200.00
THE LAW OFFICES OF JOSEP	1209	02/12/2020	TEHVYN WEST	100-704-52019	125.00
PERMA-BOUND	1851469-00	02/12/2020	BOOKS	100-706-52033	197.70
CHAVES CONSULTING INC	190939	02/12/2020	MONTHLY USER FEE PER USE	100-702-52019	296.16
COLUMBIA COUNTY COMM.	201911CSH	02/12/2020	WORK CREW	100-708-52019	750.00
COLUMBIA COUNTY COMM.	201912CSH	02/12/2020	WORK CREW	100-708-52019	1,125.00
MARK J LANG ATTORNEY AT	2136	02/12/2020	MICHELLE WEND	100-704-52019	125.00
AMERICAN PLANNING ASSO	264744-2015	02/12/2020	APA MEMBERSHIP CA A ORE	100-710-52018	236.00
INGRAM LIBRARY SERVICES	43673257	02/12/2020	BOOKS / AUDIO BOOKS	100-000-21300	12.85
INGRAM LIBRARY SERVICES	43673258	02/12/2020	BOOKS / AUDIO BOOKS	100-706-52028	14.59
INGRAM LIBRARY SERVICES	43673259	02/12/2020	BOOKS / AUDIO BOOKS	100-706-52033	71.75
INGRAM LIBRARY SERVICES	43673260	02/12/2020	BOOKS / AUDIO BOOKS	100-706-52033	16.07
INGRAM LIBRARY SERVICES	43673262	02/12/2020	BOOKS / AUDIO BOOKS	100-000-21300	24.94
INGRAM LIBRARY SERVICES	43821800	02/12/2020	BOOKS / AUDIO BOOKS	100-706-52033	29.37
INGRAM LIBRARY SERVICES	43821802	02/12/2020	BOOKS / AUDIO BOOKS	100-706-52033	11.98
INGRAM LIBRARY SERVICES	43821803	02/12/2020	BOOKS / AUDIO BOOKS	100-706-52033	434.14
WEX BANK	63460337	02/12/2020	FUEL	100-705-52022	432.14
CODE PUBLISHING	65668	02/12/2020	MUNI CODE WEB HOSTING	100-702-52019	555.00
VERIZON	9846747808	02/12/2020	CRYSTAL KING	100-701-52010	36.14
VERIZON	9846747808	02/12/2020	THAD HOUCK	100-708-52010	39.31
VERIZON	9846747808	02/12/2020	PAUL GERDES	100-708-52010	17.07
VERIZON	9846747808	02/12/2020	CAMERON PAGE	100-708-52010	17.07
VERIZON	9846747808	02/12/2020	TORY SHELBY	100-708-52010	17.07
VERIZON	9846747808	02/12/2020	MATT BROWN	100-709-52010	52.20
VERIZON	9846747808	02/12/2020	MATT BROWN REC	100-709-52010	36.14
VERIZON	9846747808	02/12/2020	MIKE DEROIA	100-711-52010	52.20
MIDWEST TAPE	98543893	02/12/2020	DVD / ABD 2000010011	100-706-52034	52.49
MIDWEST TAPE	98543894	02/12/2020	DVD / ABD 2000010011	100-706-52034	80.46
MIDWEST TAPE	98576620	02/12/2020	DVD / ABD 2000010011	100-706-52034	45.73
MIDWEST TAPE	98576622	02/12/2020	DVD / ABD 2000010011	100-706-52034	48.02
CELESTE ANN ALLEN	INV0000013	02/12/2020	REFUND BAIL 20CR006	100-000-20200	625.00
DANIEL LEE MARSH	INV0000014	02/12/2020	REFUND BAIL 20CR900 DANI	100-000-20200	625.00
AMY E SMITH	INV0000015	02/12/2020	REFUND BAIL AMY E SMITH	100-000-20200	1,000.00
LAURALIE WENDLANDT	INV0000018	02/12/2020	BAIL REFUNDED	100-000-20200	135.00
CITY OF ST. HELENS	INV0000019	02/12/2020	21-05971-000 TOY N JOY CO	100-703-52041	200.00
COLUMBIA PACIFIC FOOD BA	INV0000020	02/12/2020	DONUT DAY	100-705-52028	1,163.50
ACE HARDWARE - ST. HELEN	JAN 2020 60174	02/12/2020	BULB	100-706-52023	49.95
ACE HARDWARE - ST. HELEN	JAN 2020 60174	02/12/2020	TREAD STAIR SAFETY	100-715-52023	55.92
ACE HARDWARE - ST. HELEN	JAN 2020 60174	02/12/2020	DOOR HOLD KAHTY	100-715-52023	8.59

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## Expense Approval Register

Packet: APPKT00010 - AP 2.14.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE - ST. HELEN	JAN 2020 60176	02/12/2020	ACE ACCT MATERIALS 60176	100-708-52001	73.17
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	ANTIFREEZE	100-708-52046	11.97
RICOH USA INC	103268571	02/13/2020	POLICE EQUIPMENT LEASE 1	100-705-52023	171.78
STAPLES BUSINESS CREDIT	1627605686	02/13/2020	CITY HALL OFFICE SUPPLIES	100-715-52004	45.87
ORKIN	195481369	02/13/2020	PEST CONROL REC CENTER	100-709-52023	850.00
ORKIN	195481371	02/13/2020	PEST CONTROL REC CENTER	100-709-52023	150.00
COLUMBIA RIVER HONDA	4348135	02/13/2020	FIRE ET COVER UTV BLK	100-708-52001	39.90
COLUMBIA RIVER HONDA	4348136	02/13/2020	FIRST ALERT PWC FIRE EXT	100-708-52001	59.90
INGRAM LIBRARY SERVICES	43673261	02/13/2020	BOOKS / AUDIO BOOKS	100-706-52033	52.39
METRO PLANNING INC	5031	02/13/2020	GIS WEB HOSTING	100-710-52006	160.00
SHRED-IT C/O STERICYCLE IN	8129098914	02/13/2020	POLICE DEPT SHRED SERVICE	100-705-52019	95.41
BEMIS	9053	02/13/2020	DATE STAMPS	100-715-52004	127.00
BEMIS	9074	02/13/2020	SIGN	100-705-52028	200.00
BEMIS	9074	02/13/2020	NOTARY STAMP CHRISTINA S	100-710-52004	23.45
MIDWEST TAPE	98479549	02/13/2020	DVD / ABD 2000010011	100-706-52035	36.74
LAND DEVELOPMENT SERVIC	DEC-20	02/13/2020	INSPECTIONS FOR ST. HELEN	100-711-52015	530.00
METRO PLANNING INC	IN620396	02/13/2020	UB BILL PRINTING	100-707-52019	3,215.15
NICOLE WOODRUFF	INV0000012	02/13/2020	REIMB MILEAGE FOR CITY H	100-706-52024	18.98
MICHAEL BROADBENT	INV0000024	02/13/2020	OVERPAYMENT ON PARKING	100-000-36002	200.00
AMY MOORE	INV0000025	02/13/2020	RE ISSUE CK REFUND BASKET	100-709-52019	130.00
LUCY HEIL ATTORNEY AT LA	JAN 2020	02/13/2020	SNIDER BOYD PENROD BAILE	100-704-52019	2,000.00
SYMBOLARTS LLC	0347083-IN	02/14/2020	BADGE / SIDE OPEN BDG	100-705-52002	820.25
HUDSON GARBAGE SERVICE	10638983	02/14/2020	7547	100-715-52003	97.59
HUDSON GARBAGE SERVICE	10638983	02/14/2020	7539	100-715-52023	96.59
ASSOCIATION OF PACIFIC PO	2629	02/14/2020	2019 ANNUAL CONFERENCE	100-701-52018	200.00
ASSOCIATION OF PACIFIC PO	2629	02/14/2020	ANNUAL CONFERENCE	100-703-52018	400.00
LEXIPOL LLC	32730	02/14/2020	POLICY MANUAL SUBS	100-705-52019	8,893.00
OREGON ASSOCIATION CHIE	349	02/14/2020	MEMBERSHIP RENEWAL JOS	100-705-52013	150.00
U.S BANK EQUIPMENT FINA	406089227	02/14/2020	CONTRACT PAYMENT	100-715-52005	99.00
COMMUNICATIONS NORTH	69310	02/14/2020	RADIO SERVICE	100-705-52021	280.00
COMMUNICATIONS NORTH	69352	02/14/2020	REPLACE RADIO IN PATROL C	100-705-52021	462.50
OREGON DEPARTMENT OF R	DEC 2019	02/14/2020	STATE DUII CONVICTION FEE	100-000-20700	255.00
OREGON DEPARTMENT OF R	DEC 2019	02/14/2020	STATE DUII DIVERSION	100-000-20700	655.00
OREGON DEPARTMENT OF R	DEC 2019	02/14/2020	STATE COURT FACILITY	100-000-20800	63.00
OREGON DEPARTMENT OF R	DEC 2019	02/14/2020	LEMLA	100-000-20800	60.88
OREGON DEPARTMENT OF R	DEC 2019	02/14/2020	STATE	100-000-20800	111.00
OREGON DEPARTMENT OF R	DEC 2019	02/14/2020	UNITARY	100-000-20800	2.78
OREGON DEPARTMENT OF R	DEC 2019	02/14/2020	STATE MISD	100-000-20800	769.00
OREGON DEPARTMENT OF R	DEC 2019	02/14/2020	STATE VIOLATION	100-000-20800	1,032.00
WESTERN HEATING & COOLI	INV0000026	02/14/2020	BUS LIC OVERPAYMENT REFU	100-000-35002	40.00
MAILBOXES NORTHWEST	INV0000027	02/14/2020	SHIPPING FORENSICS LAB	100-705-52009	12.88
L.N CURTIS AND SONS	INV356795	02/14/2020	POLICE UNIFORMS	100-705-52002	775.00
OREGON DEPARTMENT OF R	JAN 2020	02/14/2020	STATE DUII CONVICTION FEE	100-000-20700	265.00
OREGON DEPARTMENT OF R	JAN 2020	02/14/2020	STATE DUII DIVERSION	100-000-20700	660.00
OREGON DEPARTMENT OF R	JAN 2020	02/14/2020	STATE	100-000-20800	249.00
OREGON DEPARTMENT OF R	JAN 2020	02/14/2020	STATE MISD	100-000-20800	595.00
OREGON DEPARTMENT OF R	JAN 2020	02/14/2020	STATE VIOLATION	100-000-20800	1,310.00
OREGON DEPARTMENT OF R	JAN 2020	02/14/2020	UNITARY	100-000-20800	2.00
OREGON DEPARTMENT OF R	JAN 2020	02/14/2020	STATE COURT FACILITY	100-000-20800	14.00
OREGON DEPARTMENT OF R	JAN 2020	02/14/2020	LEMLA	100-000-20800	10.00
COLUMBIA COUNTY TREASU	JAN 2020	02/14/2020	COUNTY ASSESSMENT	100-000-20900	625.43
COLUMBIA COUNTY TREASU	JAN 2020	02/14/2020	JAIL ASSESSMENT	100-000-20900	191.78
COLUMBIA COUNTY TREASU	JAN 2020	02/14/2020	CITY COURT COSTS DEDUCTE	100-000-36002	-81.72
BIO-MED TESTING SERVICES	76148	02/13/2020	PRE EMPLOYMENT TEST	100-702-52019	100.00
LEAGUE OF OREGON CITIES	7822	02/13/2020	JOB POSTING LATERAL POLIC	100-702-52011	20.00
OAMR	02146	02/13/2020	EVENT REGISTRATION KATHY	100-702-52018	150.00

Fund 100 - GENERAL FUND Total: 42,061.36

## Fund: 201 - VISITOR TOURISM

WILD CURRANT CATERING	001154	02/13/2020	SALAD AND BREAD	201-000-52088	100.00
HUDSON GARBAGE SERVICE	JAN 2020	02/13/2020	0036	201-000-52058	116.84

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	ACE ACT MATERIALS 60181	201-000-52088	41.97
NW NATURAL GAS	JAN 2020	02/13/2020	5053 MASONIC BUILDING LE	201-000-52059	6.93
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>265.74</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
WILD CURRANT CATERING	001153	02/13/2020	ASSORTED APPS	202-721-52019	250.00
HUDSON GARBAGE SERVICE	JAN 2020	02/13/2020	1026	202-722-52023	127.50
WETLAND SOLUTIONS NORT	18122-8	02/12/2020	DSL COORDINATION AKS MA	202-722-52019	427.50
LOWER COLUMBIA ENGINEE	5859	02/12/2020	ENGINEERING SERVICE COL P	202-721-52096	7,603.88
OREGON DEPT. OF ENVIRON	HSRAF20-1661	02/12/2020	BOISE WHITE PAPER SOUTH	202-721-52050	2,080.18
PORTLAND GENERAL ELECTR	INV0000022	02/12/2020	4854421000	202-722-52003	41.56
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>10,530.62</b>
<b>Fund: 203 - COMMUNITY ENHANCEMENT</b>					
SUNSHINE PIZZA	12603	02/12/2020	MINI MUFFINS AND SCONES	203-706-52078	449.05
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>449.05</b>
<b>Fund: 205 - STREETS</b>					
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	SIDE WALK 1ST ST	205-000-52001	80.95
<b>Fund 205 - STREETS Total:</b>					<b>80.95</b>
<b>Fund: 301 - STREETS SDC</b>					
EJ USA INC	110200008022	02/13/2020	HYD EXT ASY GABLE RD PROJ	301-000-53001	248.80
<b>Fund 301 - STREETS SDC Total:</b>					<b>248.80</b>
<b>Fund: 601 - WATER</b>					
LAWRENCE OIL COMPANY	019001-2003101	02/12/2020	247752	601-732-52022	47.25
HACH	11821812	02/12/2020	REAGENT SET CHLORINE FRE	601-731-52001	71.48
HACH	11821812	02/12/2020	REAGENT SET CHLORINE FRE	601-732-52023	132.74
OREGON WATER RESOURCES	130191	02/12/2020	SALMONBERRY RESERVOIR	601-731-52001	200.00
VERIZON	9846747808	02/12/2020	SUE NELSON	601-731-52010	40.01
VERIZON	9846747808	02/12/2020	SUE NELSON	601-731-52010	40.01
VERIZON	9846747808	02/12/2020	WFP 1	601-732-52010	40.01
VERIZON	9846747808	02/12/2020	HOWIE BURTON	601-732-52010	36.14
VERIZON	9846747808	02/12/2020	GUY DAVIS	601-732-52010	17.09
VERIZON	9846747808	02/12/2020	WFP 2	601-732-52010	40.01
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	STREET ELBOW NIPPLE DRAI	601-731-52001	34.96
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	CREDIT	601-731-52001	-24.98
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	DRILL BIT / TP CARDED	601-731-52001	24.98
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	CLEANR DRAIN LIQ	601-731-52001	23.99
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	CLEANER ALL PURPOSE	601-731-52001	9.99
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	LUBE LOCK / SMART STRAW	601-731-52001	9.58
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	CLAMP	601-732-52001	15.12
CITY OF COLUMBIA CITY	JAN 2020	02/12/2020	001754-001	601-732-52003	80.06
NORTHSTAR CHEMICAL	161298	02/13/2020	SODIUM HYPOCHLORITE 12.	601-732-52083	513.20
SUNSET AUTO PARTS INC - N	JAN 2020	02/13/2020	AUTO PARTS	601-731-52001	15.99
SUNSET AUTO PARTS INC - N	JAN 2020	02/13/2020	AUTO PARTS	601-732-52001	18.16
ONE CALL CONCEPTS INC	0010486	02/14/2020	REGULAR / MODEM DELIVER	601-731-52019	108.14
HACH	11829456	02/13/2020	KIT PRE ASSY MAINT POST	601-732-52001	274.48
<b>Fund 601 - WATER Total:</b>					<b>1,768.41</b>
<b>Fund: 603 - SEWER</b>					
CITY OF PORTLAND	10338584	02/13/2020	LAB SERVICES	603-736-52064	2,469.00
CITY OF PORTLAND	10338584	02/13/2020	LAB SERVICES	603-737-52064	2,469.00
VERIZON	9846747808	02/12/2020	JOHNNY LEAVY	603-736-52010	17.39
VERIZON	9846747808	02/12/2020	STEWART HARTLEY	603-736-52010	12.04
VERIZON	9846747808	02/12/2020	AARON KUNDERS	603-736-52010	12.04
VERIZON	9846747808	02/12/2020	AARON KUNDERS	603-737-52010	12.04
VERIZON	9846747808	02/12/2020	JOHNNY LEAVY	603-737-52010	17.40
VERIZON	9846747808	02/12/2020	STEWART HARTLEY	603-737-52010	12.05
VERIZON	9846747808	02/12/2020	JOHNNY LEAVY	603-738-52010	17.41
VERIZON	9846747808	02/12/2020	STEWART HARTLEY	603-738-52010	12.05
VERIZON	9846747808	02/12/2020	AARON KUNDERS	603-738-52010	12.06
COLUMBIA RIVER PUD	INV0000017	02/12/2020	38633 594 S 9 ST POWER	603-737-52003	7,817.23

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE HARDWARE - ST. HELEN	JAN 2020 60180	02/12/2020	ACE ACCT MATERIALS 60180	603-736-52001	100.36
ACE HARDWARE - ST. HELEN	JAN 2020 60180	02/12/2020	ACE ACCT MATERIALS 60180	603-737-52001	100.35
SUNSET AUTO PARTS INC - N	JAN 2020	02/13/2020	AUTO PARTS	603-735-52001	64.45
ONE CALL CONCEPTS INC	0010486	02/14/2020	REGULAR / MODEM DELIVER	603-735-52019	108.13
ALLSTREAM	16621894	02/14/2020	ALLSTREAM PHONE ACCT 75	603-736-52010	25.38
ALLSTREAM	16621894	02/14/2020	ALLSTREAM PHONE ACCT 75	603-737-52010	25.37
DON'S RENTAL	537875	02/14/2020	PROPANE	603-736-52001	9.20
DON'S RENTAL	537875	02/14/2020	PROPANE	603-737-52001	9.20
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	SEWER WWTP	603-736-52001	31.79
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	WWTP	603-736-52023	6.68
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	SEWER PLANT	603-737-52001	69.06
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	WWTP	603-737-52001	31.79
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	WWTP	603-737-52023	6.67
<b>Fund 603 - SEWER Total:</b>					<b>13,468.14</b>

**Fund: 701 - EQUIPMENT**

ENVIRO-CLEAN EQUIPMNET	20-50364	02/13/2020	WELD NOZ AHH MALE END	701-000-52001	636.20
VERIZON	9846747808	02/12/2020	BRETT LONG	701-000-52010	52.20
CARQUEST AUTO PARTS STO	JAN 2020	02/12/2020	AUTO PARTS ACCT 315752	701-000-52001	215.67
<b>Fund 701 - EQUIPMENT Total:</b>					<b>904.07</b>

**Fund: 702 - INFORMATION SYSTEMS**

CENTERLOGIC INC	56618	02/12/2020	REMOTE SUPPORT PD	702-000-52019	115.00
CENTURY LINK	JAN 2020	02/12/2020	966B	702-000-52010	346.12
TYLER TECHNOLOGIES INC	025-285685	02/13/2020	FIN MANAGEMENT	702-000-52006	1,750.00
COMCAST	JAN 2020 3930	02/13/2020	3930 ACCT	702-000-52003	108.35
COMCAST	JAN 2020	02/13/2020	4669 ACCT COMCAST	702-000-52003	1,054.22
TYLER TECHNOLOGIES INC	025-286320	02/14/2020	FINANCIAL MANAGEMENT LI	702-000-52019	2,250.00
ALLSTREAM	16621894	02/14/2020	ACCT PHONE LINE 754802	702-000-52010	49.26
QWEST DBA CENTURYLINK A	3263X204S20011	02/14/2020	5163X204S3	702-000-52010	246.66
COMCAST	FEB 2020 4924	02/14/2020	4924	702-000-52003	168.40
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>6,088.01</b>

**Fund: 703 - PW OPERATIONS**

LAWRENCE OIL COMPANY	019001-2003101	02/12/2020	247750	703-734-52022	57.50
LAWRENCE OIL COMPANY	019001-2003101	02/12/2020	247748	703-734-52022	735.69
VERIZON	9846747808	02/12/2020	TIM UNDERWOOD	703-733-52010	52.20
VERIZON	9846747808	02/12/2020	SUE NELSON	703-733-52010	52.20
VERIZON	9846747808	02/12/2020	CURT LEMONT	703-733-52010	17.07
VERIZON	9846747808	02/12/2020	SHARON DARROUX	703-733-52010	57.07
VERIZON	9846747808	02/12/2020	DAVE ELDER	703-734-52010	52.20
VERIZON	9846747808	02/12/2020	SCOTT WILLIAMS	703-734-52010	52.20
VERIZON	9846747808	02/12/2020	ETHAN STERLING	703-734-52010	52.20
VERIZON	9846747808	02/12/2020	WATER TRUCK	703-734-52010	52.20
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	WINSHIELD WASH	703-734-52001	2.99
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	BATTERIES	703-734-52001	40.97
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	BAR SCABBARD	703-734-52001	4.99
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	BAR SCABBARD	703-734-52001	3.99
ACE HARDWARE - ST. HELEN	JAN 2020	02/12/2020	ABSORBENT OIL	703-734-52001	12.99
METRO PLANNING INC	5031	02/13/2020	GIS WEB HOSTING	703-733-52026	185.00
VERIZON	9847373413	02/13/2020	PW PHONE 242060134-0001	703-734-52010	170.02
H.D FOWLER COMPANY	I5379372	02/13/2020	BLUE MARKING PAIN FLUOR	703-734-52001	892.68
SCAPPOOSE CHIROPRACTIC	INV0000023	02/13/2020	DOT PHYSICAL - THAD	703-734-52019	125.00
SCAPPOOSE CHIROPRACTIC	INV0000023	02/13/2020	DOT PHYSICAL -TIM ILLIAS	703-734-52019	125.00
SUNSET AUTO PARTS INC - N	JAN 2020	02/13/2020	AUTO PARTS ACCT 6355	703-734-52001	76.99
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	PUBLIC WORKS	703-734-52001	65.66
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	PUBLIC WORKS	703-734-52001	9.15
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	PUBLIC WORKS	703-734-52001	116.42
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	PUBLIC WORKS	703-734-52001	9.50
WILCOX	0469416-IN	02/13/2020	FUEL	703-734-52022	193.08
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>3,214.96</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 704 - FACILITY MAJOR MAINTNANCE</b>					
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	GRAY CLIFFS	704-000-53012	20.90
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	GRAY CLIFFS	704-000-53012	107.94
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	GRAY CLIFF PARK STAIRS	704-000-53012	179.90
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	GRAY CLIFFS	704-000-53012	57.44
DAHLGREN'S DO IT BEST BUI	JAN 2020	02/14/2020	CITY HALL REMODEL UB	704-000-53018	251.93
<b>Fund 704 - FACILITY MAJOR MAINTNANCE Total:</b>					<b>618.11</b>
<b>Grand Total:</b>					<b>79,698.22</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	42,061.36
201 - VISITOR TOURISM	265.74
202 - COMMUNITY DEVELOPMENT	10,530.62
203 - COMMUNITY ENHANCEMENT	449.05
205 - STREETS	80.95
301 - STREETS SDC	248.80
601 - WATER	1,768.41
603 - SEWER	13,468.14
701 - EQUIPMENT	904.07
702 - INFORMATION SYSTEMS	6,088.01
703 - PW OPERATIONS	3,214.96
704 - FACILITY MAJOR MAINTNANCE	618.11
<b>Grand Total:</b>	<b>79,698.22</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-20200	Bail Deposit	2,385.00
100-000-20700	State Surcharge	1,835.00
100-000-20800	State Assessment	4,218.66
100-000-20900	County Assessment	817.21
100-000-21300	Library Replacement Fin	37.79
100-000-35002	Business Licenses	40.00
100-000-36002	Fines - Court	118.28
100-000-37004	Miscellaneous - General	100.00
100-701-52010	Telephone	36.14
100-701-52018	Professional Developme	200.00
100-702-52011	Public Information	20.00
100-702-52018	Professional Developme	150.00
100-702-52019	Professional Services	951.16
100-703-52018	Professional Developme	400.00
100-703-52041	Council Discrenary	200.00
100-704-52019	Professional Services	3,100.00
100-705-52002	Personnel Uniforms Equi	1,595.25
100-705-52009	Postage	12.88
100-705-52013	Memberships	150.00
100-705-52019	Professional Services	8,988.41
100-705-52021	Equipment Maintenance	742.50
100-705-52022	Fuel / Oil	432.14
100-705-52023	Facility Maintenance	982.16
100-705-52028	Projects & Programs	1,363.50
100-706-52003	Utilities	59.80
100-706-52023	Facility Maintenance	1,571.14
100-706-52024	Miscellaneous	18.98
100-706-52028	Projects & Programs	14.59
100-706-52033	Printed Materials	813.40
100-706-52034	Visual Materials	226.70
100-706-52035	Audio Materials	36.74
100-707-52013	Memberships	190.00
100-707-52019	Professional Services	3,215.15
100-708-52001	Operating Supplies	172.97
100-708-52010	Telephone	90.52
100-708-52019	Professional Services	1,875.00
100-708-52023	Facility Maintenance	114.40
100-708-52046	Dock Services	11.97
100-709-52010	Telephone	88.34
100-709-52019	Professional Services	130.00
100-709-52023	Facility Maintenance	1,219.78
100-710-52004	Office Supplies	23.45
100-710-52006	Computer Maintenance	160.00

## Account Summary

Account Number	Account Name	Expense Amount
100-710-52018	Professional Developme	236.00
100-711-52010	Telephone	52.20
100-711-52015	Intergovernmental Servi	530.00
100-715-52003	Utilities	97.59
100-715-52004	Office Supplies	172.87
100-715-52005	Small Equipment	99.00
100-715-52022	Fuel/Oil	35.81
100-715-52023	Facility Maintenance	1,928.88
201-000-52058	Events - Holloween	116.84
201-000-52059	Events - General	6.93
201-000-52088	Events - Christmas	141.97
202-721-52019	Professional Services	250.00
202-721-52050	Community Wide Assess	2,080.18
202-721-52096	CDBG Grant Expenses	7,603.88
202-722-52003	Utilities	41.56
202-722-52019	Professional Services	427.50
202-722-52023	Facility Maintenance	127.50
203-706-52078	Library Donations Expen	449.05
205-000-52001	Operating Supplies	80.95
301-000-53001	Capital Outlay	248.80
601-731-52001	Operating Supplies	365.99
601-731-52010	Telephone	80.02
601-731-52019	Professional Services	108.14
601-732-52001	Operating Supplies	307.76
601-732-52003	Utilities	80.06
601-732-52010	Telephone	133.25
601-732-52022	Fuel / Oil	47.25
601-732-52023	Facility Maintenance	132.74
601-732-52083	Chemicals	513.20
603-735-52001	Operating Supplies	64.45
603-735-52019	Professional Services	108.13
603-736-52001	Operating Supplies	141.35
603-736-52010	Telephone	66.85
603-736-52023	Facility Maintenance	6.68
603-736-52064	Lab Testing	2,469.00
603-737-52001	Operating Supplies	210.40
603-737-52003	Utilities	7,817.23
603-737-52010	Telephone	66.86
603-737-52023	Facility Maintenance	6.67
603-737-52064	Lab Testing	2,469.00
603-738-52010	Telephone	41.52
701-000-52001	Operating Supplies	851.87
701-000-52010	Telephone	52.20
702-000-52003	Utilities	1,330.97
702-000-52006	Computer Maintenance	1,750.00
702-000-52010	Telephone	642.04
702-000-52019	Professional Services	2,365.00
703-733-52010	Telephone	178.54
703-733-52026	Equipment Fund Charge	185.00
703-734-52001	Operating Supplies	1,236.33
703-734-52010	Telephone	378.82
703-734-52019	Professional Services	250.00
703-734-52022	Fuel / Oil	986.27
704-000-53012	Capital Outlay - Parks	366.18
704-000-53018	Capital Outlay - City Hall	251.93
<b>Grand Total:</b>		<b>79,698.22</b>

Project Account Summary

Project Account Key	Expense Amount
**None**	79,698.22
Grand Total:	<u>79,698.22</u>