



## **CITY COUNCIL REGULAR SESSION**

**Wednesday, March 04, 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. **Call Regular Session to Order - 7:00 p.m.**
2. **Pledge of Allegiance**
3. **Visitor Comments**
4. **Ordinances - Final Reading**
  - 4.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](#)
5. **Ordinances - First Reading**
  - 5.a. Ordinance No. 3250: An Ordinance Adding a Historic Resource (Building) to the Designated Landmarks Register and Amending St. Helens Municipal Code Section 19.20.030  
[Ord No 3250 - Add Historic Structure to Designated Landmarks Register PENDING 031820](#)
  - 5.b. Ordinance No. 3251: An Ordinance to Annex and Designate the Zone of Certain Property Located at the End of Windy Ridge Drive, Also Described as Parcel 2 of Partition Plat No. 2002-13  
[Ord No 3251 - Annex and Designate Zone for Windy Ridge Dr Parcel PENDING 031820](#)

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

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

**6. Resolutions**

- 6.a. Resolution No. 1875: A Resolution of the Common Council of the City of St. Helens Adopting a Collective Bargaining Agreement with the St. Helens Police Association  
[Res No 1875 - SHPA Collective Bargaining Agreement PENDING 030420](#)

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

- 7.a. Police Union Contract PLACE HOLDER
- 7.b. Extension of Contract with Hasa, Inc. for Sodium Hypochlorite at the WWTP  
[Hasa Inc - Sodium Hypochlorite Extension to 033121](#)
- 7.c. Contract Payments  
[030420 Contract Payments](#)

**8. Appointments to Boards/Commissions**

- 8.a. Appointments to Boards and Commissions  
[030420 Appts to Boards and Commissions](#)

**9. Consent Agenda for Approval**

- 9.a. Council Work Session, Public Hearing, Regular Session, and Special Session minutes dated January 15, February 5, and February 12, 2020  
[030420 Council Minutes TO BE APPROVED](#)
- 9.b. Ratification of License Agreement with Special Entertainment Events, Inc. for Luminight Lantern Festival  
[License Agreement - Luminight Lantern Festival](#)
- 9.c. Declare Surplus Property - Public Works  
[03-04-2020 Declare Surplus Property PW](#)
- 9.d. Declare Surplus Property - City Hall  
[030420 Declare Surplus Property - IT Equipment](#)
- 9.e. OLCC Licenses  
[OLCC 03-04-20 CC Mtg](#)
- 9.f. Accounts Payable Bill Lists  
[AP Bill Lists](#)

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10. **Mayor Scholl Reports**
11. **Council Member Reports**
12. **Department Reports**
13. **Other Business**
14. **Adjourn**

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

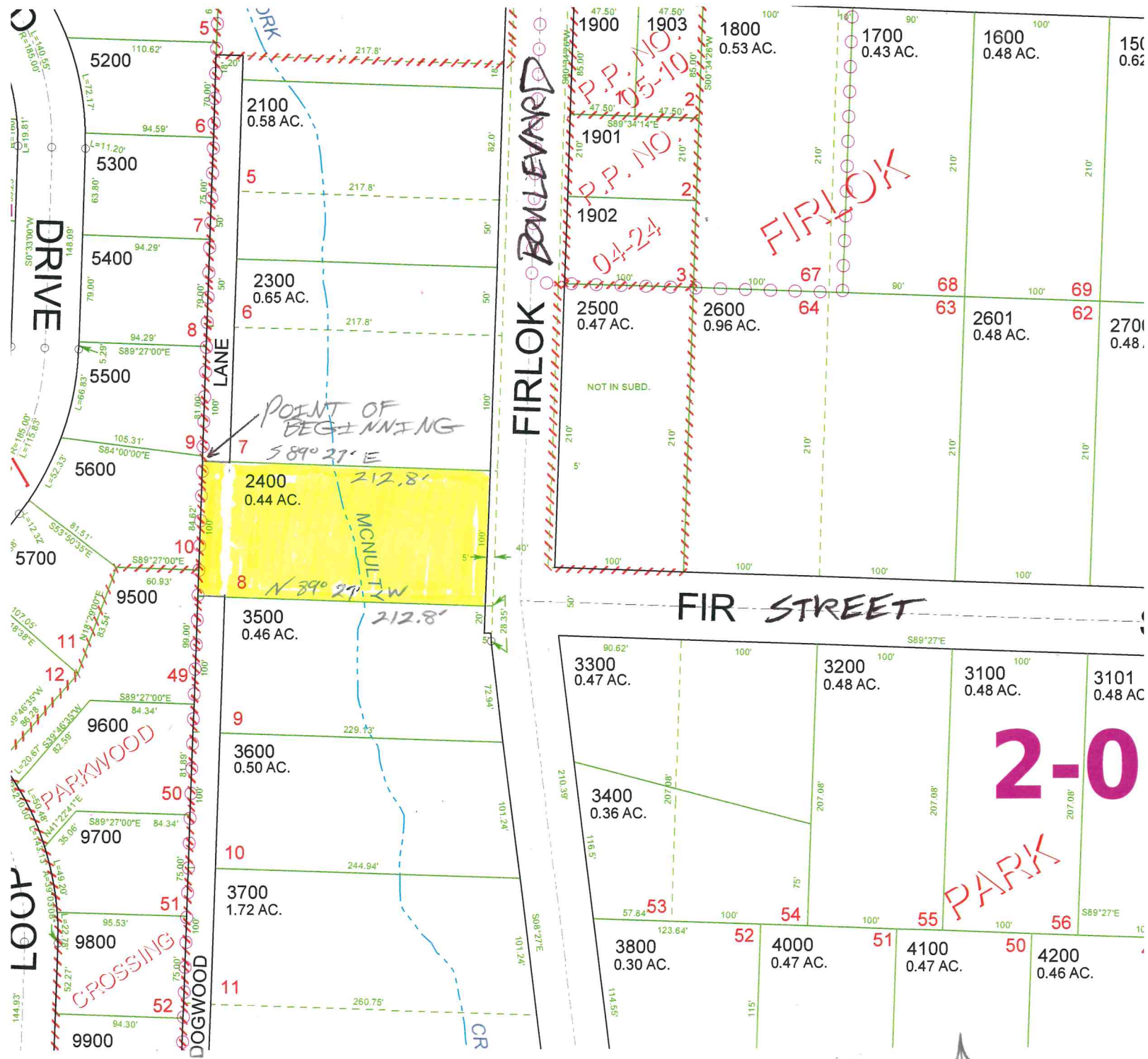
Thence along the North line of said Lot 8, South  $89^{\circ}27'$  East a distance of 212.8 feet to the Westerly right-of-way line of the Firlok Boulevard right-of-way;

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**.

# N.W.1/4 N.W.1/4 SEC.8 T.4N. R.1W. W.M. COLUMBIA COUNTY



**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

**City of St. Helens**  
**ORDINANCE NO. 3250**

**AN ORDINANCE ADDING A HISTORIC RESOURCE (BUILDING) TO THE  
DESIGNATED LANDMARKS REGISTER AND AMENDING ST. HELENS MUNICIPAL  
CODE SECTION 19.20.030**

**WHEREAS**, pursuant to St. Helens Municipal Code 17.20.020(1)(d) Ruby Feather (hereinafter Property Owner) initiated a legislative change to the St. Helens Comprehensive Plan (St. Helens Municipal Code Title 19) to add the building addressed as 260 S. 2<sup>nd</sup> Street to the Designated Landmarks Register as defined and described in Chapter 17.36 SHMC;

**WHEREAS**, the Property Owner consents to the building's inclusion onto the Designated Landmarks Register and this is not being imposed by the City of St. Helens;

**WHEREAS**, the Designated Landmarks Register is part of the Comprehensive Plan, SHMC 19.20.030 specifically, and this section needs to be amended accordingly;

**WHEREAS**, SHMC 19.20.030 needs to be additionally amended to update pertinent information and fix errors;

**WHEREAS**, pursuant to the St. Helens Municipal Code and Oregon Revised Statutes, the City has provided notice to: the Oregon Department of Land Conservation and Development on December 10, 2019, and the local newspaper of record on January 1, 2020; and

**WHEREAS**, the St. Helens Planning Commission in their role as the Historic Landmarks Commission did hold a duly noticed public hearing on January 14, 2020 and, following deliberation, made a recommendation of approval to the City Council; and

**WHEREAS**, the St. Helens City Council conducted a public hearing on February 5, 2020 and having the responsibility to approve, approve with modifications, or deny an application for a legislative change, has deliberated and found that based on the information in the record and the applicable criteria in the SHMC that the proposed addition to the Designated Landmarks Register and related amendments be approved.

**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.** Section 19.20.030 of the St. Helens Municipal Code (Comprehensive Plan) is hereby amended with a new map, attached hereto as **Attachment "A"** and made part of this reference, replacing the current one.

**Section 3.** Section 19.20.030 of the St. Helens Municipal Code (Comprehensive Plan) is hereby amended with a new list, attached hereto as **Attachment "B"** and made part of this reference, replacing the current one.

**Section 4.** Section 19.20.030 of the St. Helens Municipal Code (Comprehensive Plan) is hereby amended with a new aerial exhibit, attached hereto as **Aerial Exhibit** and made part of this reference.

**Section 5.** In support of the amendments to the Designated Landmarks Register described herein, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Attachment "C"** and made part of this reference.

**Section 6. Severability.** If any section, provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other sections, provisions, clauses or paragraphs of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be servable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

**Section 7.** Provisions of this Ordinance shall be incorporated in the St. Helens Municipal Code and the word "ordinance" may be changed to "code," "article," "section," or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that Whereas clauses and boilerplate provisions need not be codified.

**Section 8.** 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: March 4, 2020  
Read the second time: March 18, 2020

**APPROVED AND ADOPTED** this 18<sup>th</sup> 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

**City of St. Helens**  
**Designated Landmarks Register Map**  
 Ordinance No. 3250 Attachment "A"  
 SHMC 19.20.030



### City of St. Helens Designated Landmarks Register

#	Name	Legal	Address	Year Built	Notes
1	<b>Courthouse</b>		240 The Strand	1906	
2	<b>Courthouse Plaza</b>	Plaza, B. 11	Plaza Square	1907	
3	<b>Columbia County Bank</b>	L. 18, B. 11	265 The Strand	1908	City Hall
4	<b>Christ Episcopal Church</b>	L. 5, B. 11	260 S. 1st Street	1897	Also 61 Plaza Square
5	<b>Richard Cox House</b>	L. 3, B. 11	280 S. 1st Street	1890	
6	<b>Morgus Building</b>	L. 13, B. 10	313, 315 & 317 The Strand	1912	
7	<b>Muckle-George House</b>	L. 10-13, B. 19	105 Cowlitz Street	1910	Formerly addressed as 305 S. 1st Street
8	<b>Italianate Cottage</b>	L. 5, B. 18	260 S. 2nd Street	1885	
9	<b>Laud Rutherford House</b>	L. 21 & 22, B. 26	295 S. 2nd Street	1911	
10	<b>John Gumm School</b>	L. 8-15, B. 26	251 St. Helens Street	1919	
11	<b>Samuel Miles House</b>	L. 3, 4, 19 & 20, B. 17	175 S. 1st Street	1886	
12	<b>Cliff-Ross House</b>	L. 16, B. 17	145 S. 1st Street	1905	
13	<b>Orin Shepard House</b>	L. 13, B. 17	115 S. 1st Street	1926	
14	<b>Gray House</b>	L. 12, B. 17	105 S. 1st Street	1905	
15	<b>Shinn House</b>	L. 9, B. 12	120 S. 1st Street	1914	
16	<b>Henry Knighton House</b>	L. 17, B. 43	155 S. 4th Street	1851	Moved to this location in 1938
17	<b>Methodist Church</b>	L. 1 & 2, B. 47	560 Columbia Blvd.	1924	
18	<b>Stone Wall</b>	Columbia Boulevard ROW	Between N. 7 <sup>th</sup> & N. 9th Streets	1933	
19	<b>Basalt House</b>	L. 22, B. 112	1320 St. Helens Street	1932	
20	<b>Basalt House</b>	L. 17, B. 123	255 North 14th Street	1936	
21	<b>Basalt House</b>	Tualatin Street and DuBois Lane	205 DuBois Lane	1930	
22	<b>Railroad Station</b>	Railroad ROW	2194 Columbia Blvd.	1923	Burlington-Northern Railroad
23	<b>White Way House</b>	L. 4, B. 1, White Sub.	116 White Way	1859/1906	Formerly addressed as 2364 Columbia Boulevard; Remodeled in 1906



## SHMC 19.20.030





**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Comprehensive Plan Amendment CP.2.19**

**APPLICANT:** City of St. Helens  
**PROPOSAL:** Comprehensive Plan Amendment to add a historic resource (building) to the Historic Designated Landmarks Register  
**LOCATION:** 260 S. 2<sup>nd</sup> Street; 4N1W-3BA-4800  
**ZONING:** Riverfront District (RD), Plaza Subdistrict

**SITE INFORMATION / BACKGROUND**

This detached single-family dwelling was built in the style of an “Italianate Cottage.” The St. Helens Downtown Historic District nomination states that the house was built in 1885. However, the Columbia County Museum Association’s research did not find any evidence that references a structure on the property prior to 1906. This is discussed further below.

According to the County Assessor, it is a single-story at 1,196 square feet. The building is sited on the slope of a hillside and faces east overlooking downtown St. Helens and the Columbia River. The rear of the structure faces S. 2nd Street, which is where the property is accessed by vehicles today. It also accessed on foot by a pedestrian path / alley in between two commercial buildings along S. 1<sup>st</sup> Street.

The structure is within the nationally registered St. Helens Downtown Historic District. The nomination classifies the structure one of “primary significance” which means it was built before the fire of September 1904. A construction date of 1885 would date this structure as the second oldest surviving structure in downtown St. Helens. The oldest structure is the Henry Knighton House, which was built in 1851 by Henry Knighton, who established the town of St. Helens. More recently, this structure was a filming location for the movie *Twilight* (2008) where the main character, Bella, buys a book from the house, which was fashioned as a bookstore.

Regarding alterations, the St. Helens Downtown Historic District nomination from 1984 states, “The house has been covered over with fire retardant shingles, but the window and door trim are intact. The windows are one over one double-hung wood sash. A one story attached porch extends across the front of the house and has a hipped roof. It is supported by four posts across the front and pilasters at the wall edge which are ornamented with cut work brackets. In addition to the siding, only the porch rail, hand rail and stairs appear to have been altered.”

## PUBLIC HEARING & NOTICE

Hearing dates are **January 14, 2020** before the Planning Commission and **February 5, 2020** before the City Council.

Notice was published in The Chronicle on **January 1, 2020**. Notice was sent to the Oregon Department of Land Conservation and Development on **December 10, 2019**.

## APPLICABLE CRITERIA, ANALYSIS & FINDINGS

### SHMC 17.20.120(1) – Standards for Legislative Decision

The recommendation by the commission and the decision by the council shall be based on consideration of the following factors:

- (a) The statewide planning goals and guidelines adopted under ORS Chapter 197;
- (b) Any federal or state statutes or guidelines found applicable;
- (c) The applicable comprehensive plan policies, procedures, appendices and maps; and
- (d) The applicable provisions of the implementing ordinances.
- (e) 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.

**(a) Discussion:** This criterion requires analysis of the applicable statewide planning goals. The applicable goals in this case are Goal 1 and Goal 5.

#### ***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 required too. Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties. The City has met these requirements and notified DLCD of the proposal.

**Finding:** Given the scheduled public hearings and notice provided to surrounding property owners and DLCD, Goal 1 is satisfied.

#### ***Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces***

*Goal 5 requires the adoption of programs that will protect natural resources and conserve scenic, historic, and open space resources for present and future generations. These resources promote a healthy environment and natural landscape that contributes*

*to Oregon's livability.*

**Finding:** This proposal is to add a property to the City's historic resource list. Therefore, Goal 5 is satisfied.

**(b) Discussion:** This criterion requires analysis of any applicable federal or state statutes or guidelines. There are no federal level statutes or guidelines that were specifically analyzed, except where already incorporated in state level statutes or guidelines.

The applicable state level statutes/guideline is ORS 227.186(2), which states:

*All legislative acts relating to comprehensive plans, land use planning or zoning adopted by a city shall be by ordinance.*

**Finding:** The Comprehensive Plan amendment will be adopted by ordinance in compliance with this statute.

**(c) Discussion:** This criterion requires analysis of applicable comprehensive plan policies, procedures, appendices and maps. The relevant comprehensive plan policy is below.

**19.08.060 Natural factors and local resources goals and policies.**

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

*[...]*

*(k) Subject proposed alteration of the city's historic resources to design review and historic documentation to encourage preservation of historical assets.*

*(l) Devise a program for attempting to preserve those historic resources that are threatened with demolition.*

*[...]*

**Finding:** By adding this property to the Designated Historic Landmarks Register, the city will be preventing major alteration and even demolition of a historic asset.

**(d) Discussion:** This criterion requires analysis of the applicable provisions of the implementing ordinances. Specific standards for inclusion onto the Designated Landmarks Register are per SHMC 17.36.030 (1) - (6).

**SHMC 17.36.030 (1) - (6) Designated Landmarks Register**

(1) Properties listed on the National Register of Historic Places, including all properties within National Register Historic District boundaries, are eligible for automatic listing on the Designated Landmarks Register. However, only properties listed on the Designated Landmarks Register shall be eligible for public incentives and code considerations pursuant to this chapter.

(2) Any individual or group, including the commission acting on its own initiative, may nominate a historic resource for inclusion on or removal from the Designated Landmarks Register by submitting a complete application to the planning director. The burden of proof lies with the applicant. No property shall be so designated without the written consent of the owner or, in the case of multiple ownership, all of the owners.

(3) The planning director shall establish standards for a complete application. Upon acceptance of a complete application the planning director shall schedule a public hearing pursuant to the applicable state laws and provisions of the St. Helens Development Code.

(4) In order to be included or maintained on the Designated Landmarks Register the city council (based on recommendation of the commission), pursuant to comprehensive plan amendment procedures, must find that the historic resource is over 50 years of age or of "extraordinary historic importance" (as defined by SHMC 17.36.010), and possesses sufficient "historic integrity" (as defined by SHMC 17.36.010), and:

(a) Is associated with events that have made a significant contribution to the broad patterns of local, state, or national history; or

(b) Is associated with the lives of persons, or groups of people, significant in local, state, or national history; or

(c) Embodies the distinctive characteristics of an architectural type, style, period, or method of construction or that represents the work of a master (e.g., builder, designer or architect), or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction; or

(d) Has yielded or is likely to yield information which is important in local, state, or national history.

(5) The commission and city council shall develop findings to support their decisions. These findings shall indicate those elements of a property, including archaeological features, that are included in the designation and subject to regulation under the provisions of this chapter.

(6) The age of a specific building or structure is not sufficient in itself to warrant listing on the Designated Landmarks Register.

**(1) Finding:** The property is within the National Register of Historic District Boundary classified as "primary significant," and is therefore eligible for automatic listing.

**(2) Finding:** The application for nomination of the historic resource for inclusion on the Designated Landmarks Register was submitted by the sole property owner. This application is by the property owner's own action and consent. The application is not being imposed by the City of St. Helens.

**(3) Finding:** The application submitted was complete, and a public hearing was scheduled subject to the provisions of the St. Helens Development Code.

**(4) Discussion:** The historic resource is over 50 years of age. "Historic integrity" is defined as the quality of wholeness of the historic location, design, setting, materials, workmanship, feeling and/or association of a resource, as opposed to its physical condition. The nomination states that in addition to the exterior shingles, the porch rail, hand rail and stairs appear to have been altered. Indeed, in the historic photo from 1929, the staircase leading to the front porch and door can be seen facing east. Today, this staircase is facing west to alter the access from 1<sup>st</sup> Street as it became a denser commercial corridor. However, the location, design, and basic features of the home (columns, windows, roofline, etc.) appear to be unaltered.

**(4) Finding:** The historic resource is over 50 years of age, and aside from minor alterations, the historic resource appears to possess sufficient "historic integrity." Therefore, this structure is eligible for inclusion on the Designated Landmarks Register.

**(4)(a - d) Discussion:** This section focuses on the local history of the land the structure sits on, the history of structure itself, and the history of property owners of both the land and the structure.

The land that this structure sits on was once owned by Henry Knighton, who is known to have founded the City of St. Helens. This property was part of the larger Knighton farm. The original Henry Knighton House and other outbuildings were located on the property. Henry Knighton constructed the oldest surviving structure in the City's downtown, the Henry Knighton House, which has been moved twice since its original location on S. 1<sup>st</sup> Street. The second location, which is slightly further west from its original location. The Columbia County Museum Association (CCMA) believes that the location of the subject dwelling is actually the location of a barn structure on the Knighton property.

After Henry Knighton, the lot was owned by William and Emmeline Meeker. The Meekers operated a hotel out of the Knighton House (at its first location) after Henry Knighton moved from St. Helens. According to CCMA, deed records and newspaper references begin to referencing a single-family dwelling on the property only *after* 1906. Property records seem to indicate that the builders of the single-family dwelling were the Ansorge family, who owned the property from 1906 to 1912.

Mr. Alfred E. Ansorge was a born in Prussia and immigrated to the United States in 1852. After enlisting in the Civil War and serving approximately three years, he was discharged in 1864. At 32, he married Elizabeth McKee (possibly Meeker) in Cambridge, Massachusetts. They had two daughters, and after 1900, they moved to St. Helens to live near their younger daughter, Irene Day, who lived with her husband Joseph Day. In 1906, they purchased the Knighton/Meeker barn property, which is when it is believed they constructed the subject dwelling. After the Ansorge family, the home was owned by William and Edwin Ross from 1912 to 1918.

Regarding the structure itself, it was one of two Italianate-style dwellings within the Historic District boundary when the district was first designated. Since then, the second Italianate-style dwelling was demolished around 2008(the Dillard House at 135 S. 1<sup>st</sup> Street), leaving this now the only structure to be of the Italianate-architectural style.

A construction date of 1885 would date this structure as the second oldest surviving structure in downtown St. Helens, and the first oldest structure in its original location. A construction date of 1906 would make this structure one of approximately 14 structures that remain intact built before 1907. Regardless of which date the structure was constructed, it is safety *at least* 113 years old.

Nationally, the exterior and interior of the structure is significant in pop culture because of its inclusion in *Twilight* (2008) as the location of a bookstore.

**(4) (a-d) Finding:** The land this structure sits on and the structure itself is associated with the lives of persons significant in the local history of St. Helens. It is of an older architectural style (Italianate) of which there is only one structure remaining within the Historic District boundary. Although there remains some discrepancy about the exact date of construction, the structure itself is *at least* 113 years of age. The structure also has national significance, due to

its exterior and interior appearance in *Twilight* (2008). For these reasons, this structure is eligible for inclusion on the Designated Landmarks Register.

**(d) Finding:** The relevant Designated Landmarks Register implementing ordinance is met.

**(e) Finding:** Since this request is not a zone change or a comprehensive plan map change, this is not applicable to this proposal.

#### **CONCLUSION & DECISION**

**Based upon the facts and findings herein, staff and the City Council approves this Comprehensive Plan Amendment to add a historic resource (building) to the Historic Designated Landmarks Register.**

**\*NOTE** - The map and list of significant historic resources will need to be updated as part of the adoption ordinance. The new resource needs to be added and staff identified revisions and errors to be fixed\*

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Rick Scholl, Mayor

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Date

**City of St. Helens**  
**ORDINANCE NO. 3251**

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN  
PROPERTY LOCATED AT THE END OF WINDY RIDGE DRIVE, ALSO  
DESCRIBED AS PARCEL 2 OF PARTITION PLAT NO. 2002-13

**WHEREAS**, applicant Tammy Cinnera has requested to annex to the City of St. Helens certain property described as **Parcel 2 of Partition Plat No. 2002-13, Columbia County, Oregon**. This property is also depicted per **Exhibit A**; 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 19, 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 as **Parcel 2 of Partition Plat No. 2002-13, Columbia County, Oregon** and depicted in **Exhibit A** 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 Suburban Residential, R10.

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

**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.5.19** Findings of Fact and Conclusions of Law, attached hereto as **Exhibit B** 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:	March 4, 2020
Read the second time:	March 18, 2020

**APPROVED AND ADOPTED** this 18<sup>th</sup> day of March, 2020 by the following vote:

Ayes:

Nays:

---

Rick Scholl, Mayor

ATTEST:

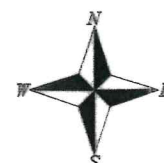
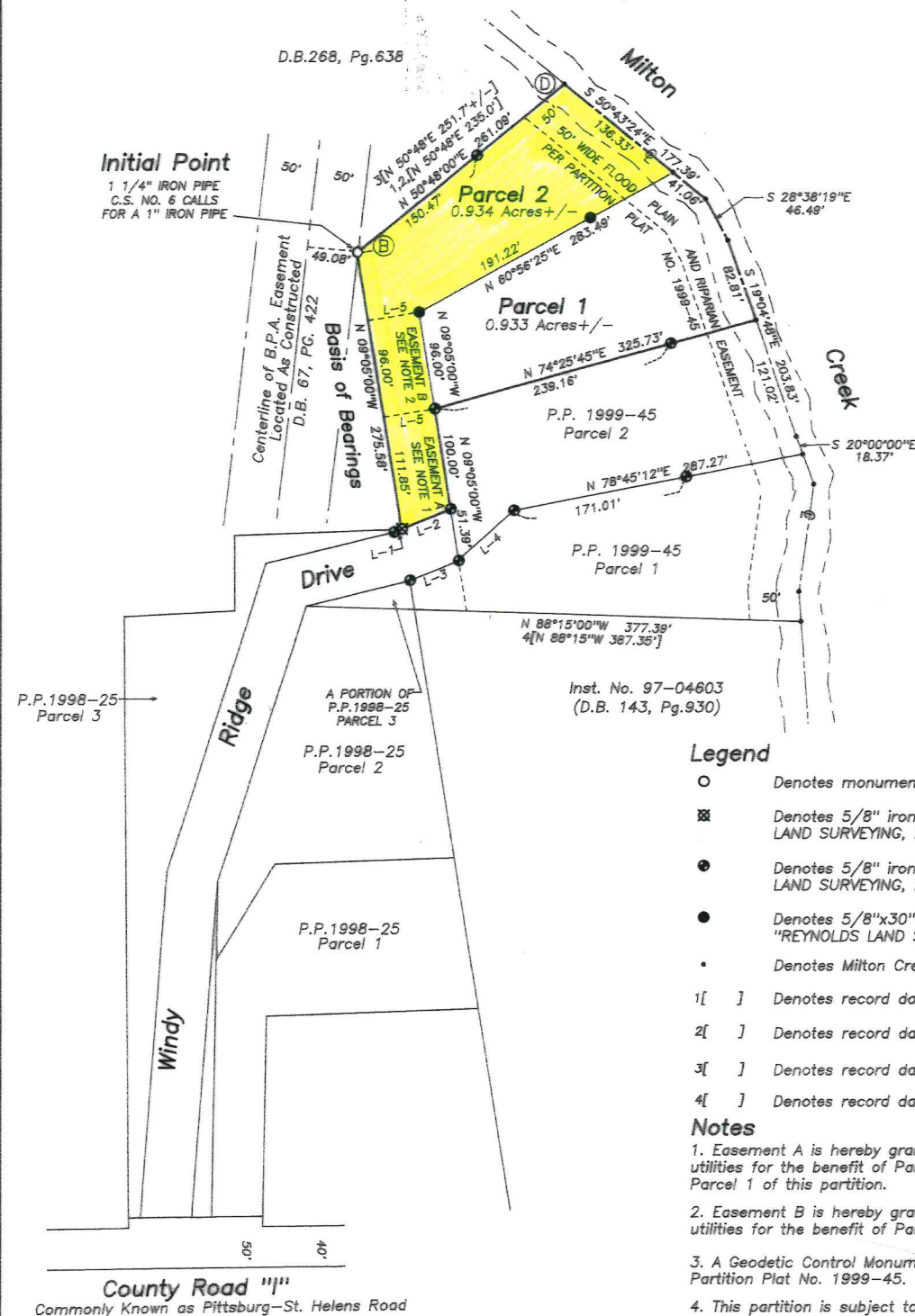
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Kathy Payne, City Recorder



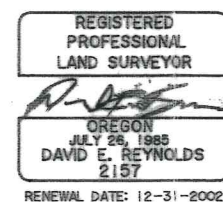
A-743

Partition Plat No. 2002-13  
 For David & Sharon Oliver  
 Situated In Parcel 3, P.P. 1999-45  
 And In The N. 1/2 of Section 5, T.4N., R.1W., W.M.  
 And The S. 1/2 Of Section 32, T.5N., R.1W.M., W.M.  
 Columbia County, Oregon  
 June 19, 2002



Scale: 1"=100'  
 CF: 871570  
 SF: 910730  
 FB: 16,25,30

Reynolds  
 Land Surveying, Inc.  
 32990 Stone Road  
 Warren, Oregon 97053  
 (503) 397-5516



Line Table		
COURSE	BEARING	DISTANCE
L-1	N 67°34'51"E	8.10'
L-2	N 67°34'51"E	51.39'
L-3	S 67°34'51"W	51.39'
L-4	N 47°36'28"E	73.07'
L-5	N 80°55'00"E	50.00'

### Legend

- Denotes monument found as noted.
- ⊗ Denotes 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC." per Partition Plat No. 1998-25 found.
- Denotes 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC." found per P.P. 1999-45.
- Denotes 5/8"x30" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC." set.
- Denotes Milton Creek centerline point.
- [ 1 ] Denotes record data per County Survey No. 6.
- [ 2 ] Denotes record data per Inst. No. 91-05291, Par. 4.
- [ 3 ] Denotes record data per D.B. 268, Pg. 638.
- [ 4 ] Denotes record data per Inst. No. 97-4603 (D.B. 143, Pg. 930).

### Notes

1. Easement A is hereby granted as an easement for ingress, egress and utilities for the benefit of Parcel 2 of P.P. 1999-45 and for the benefit of Parcel 1 of this partition.
2. Easement B is hereby granted as an easement for ingress, egress and utilities for the benefit of Parcel 1 of this partition.
3. A Geodetic Control Monument was previously tied to the boundary of Partition Plat No. 1999-45.
4. This partition is subject to a Road Maintenance Agreement per Inst. No. 99-09357, Clerk's Records, Columbia County, Oregon.
5. This partition is subject to a Road Maintenance Agreement per Inst. No. 02-08870, Clerk's Records, Columbia County, Oregon.
6. This partition is subject to covenants, conditions and restrictions per Inst. No. 99-08732, Clerk's Records, Columbia County, Oregon.
7. This partition is subject to a Waiver of Remonstrance per Inst. No. 99-16645.

### Surveyor's Certificate

I, David E. Reynolds, a Registered Professional Land Surveyor in the State of Oregon, do hereby certify that I have correctly surveyed and marked with proper monuments the land represented on the attached Partition Map with the boundaries being described as follows:

Parcel 3 of Partition Plat No. 1999-45 as per plat on file and of record in the Clerk's Office, Columbia County, Oregon. The Initial Point is a 1 1/4" iron pipe found at the Northwest corner of said Parcel 3, Partition Plat No. 1999-45.

### Declaration

Know all people by these presents that we David V. Oliver and Sharon A. Oliver are the owners of the land represented on the annexed partition map and more particularly described in the accompanying Surveyor's Certificate and have caused the same to be partitioned into parcels as shown on the annexed map, in accordance with ORS Chapter 92 and do hereby grant the easements shown for the purposes shown thereon.

David V. Oliver  
 David V. Oliver

Sharon A. Oliver  
 Sharon A. Oliver

### Acknowledgment

State of Oregon } S.S.  
 County of Columbia }

Know all people by these presents, on this 16<sup>th</sup> day of August, 2002, before me, a Notary Public in and for said State and County, personally appeared David V. Oliver and Sharon A. Oliver who acknowledged to me that they are the identical person described in the foregoing declaration and that said declaration was executed freely and voluntarily by them.

Rosanne Bellisle  
 Notary Public



### Approvals

Approved this 14<sup>th</sup> day of August, 2002  
[Signature]  
 Columbia County Planning Department

Taxes From July 1, 2002  
 Through June 30, 2003  
 Have Been Paid.

Approved this 16<sup>th</sup> day of August, 2002  
[Signature]  
 Columbia County Surveyor

Ruth L. Baker  
 Columbia County Director of Finance and Taxation

State of Oregon } S.S.  
 County of Columbia }

I do hereby certify that the attached Partition Plat was received for recording on the 22nd day of August, 2002 at 9:03 O'clock A.M. Instrument No. 02-11003 and recorded as Partition Plat No. 2002-13.

Columbia County Clerk

By: [Signature] Deputy



### Narrative

The purpose of this survey is to partition Parcel 3 of Partition Plat No. 1999-45. I recovered and held the monuments around the boundaries of said Parcel 3 per Partition Plat No. 1999-45. Basis of bearings is along the West line of Parcel 3 of Partition Plat No. 1999-45. I set partition corners as shown.

ORDINANCE NO. 3251 - EXHIBIT "A"

**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Annexation A.5.19**

**APPLICANT:** Tammy Cinnera  
**OWNERS:** Same as applicant  
**ZONING:** Columbia County's Single-Family Residential (R-10)  
**LOCATION:** North End of Windy Ridge Drive, 5N1W-32DC-2300  
**PROPOSAL:** The property owner filed consent to annex because they desire to connect to City water.

**SITE INFORMATION / BACKGROUND**

The subject property is an undeveloped flag-shaped lot at 40,511 square feet or 0.93 acres. The lot was partitioned in 1999 via Partition Plat 1999-45 and again in 2002 via Partition Plat 2002-13. Partition Plat 1999-45 notes a 50 foot wide floodplain and riparian easement for Milton Creek in the rear of the property. The subject property is encumbered by two utility and access easements to Windy Ridge Drive benefitting the two properties south of the subject property.

Windy Ridge Drive is a developed local classified street without frontage improvements (sidewalks, curb, and landscape strip) on either side. The parcel is sloped heavily to the back of the parcel, where Milton Creek runs through. City water is available in Windy Ridge Drive to serve the property. The City's sanitary sewer is not easily accessible. It is located approximately 265 feet away and crosses two private properties.

**Abutting Zoning**

North - County's Single-Family Residential (R-10)  
East - City's Moderate Residential (R7)  
South - City's Suburban Residential (R10)  
West - City's Suburban Residential & County's Single-Family Residential (R-10)

**PUBLIC HEARING & NOTICE**

Hearing dates are as follows: February 11, 2020 before the Planning Commission and February 19, 2020 before the City Council.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on January 21, 2020 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 29, 2020. Notice was sent to the Oregon Department of Land Conservation and Development on January 2, 2020 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 Rural Suburban Unincorporated Residential (RSUR). 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 Single-Family Residential (R-10) and the City’s zoning options given annexation are Moderate Residential (R7) or Suburban Residential (R10).**

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 has access to connect to City Water. The City’s current water capacity is 6 million gallons/day and the peak flow, usually in the summer, is 3 to 4 million gallons/day. Additionally, the City has the capacity of approximately 10 million gallons to meet future demands. Any additional uses that occur on the subject property can be accommodated by the City’s municipal water system as infrastructure has substantial capacity available.

**Sewer** - The City’s sanitary sewer is located approximately 265 feet away and crosses two private properties. Due to the difficulty of connecting through this route, the applicant will likely apply through Columbia County Land Development Services to develop an onsite (septic) system. However, if the applicant desired to hook to City sanitary sewer, 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)** There are no existing uses on the vacant property. The proposed use is a detached single-family dwelling. This use would be a permitted use in the corresponding zoning districts.

**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. 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 Windy Ridge Drive. Windy Ridge Drive is a local-classified developed street without frontage improvements (sidewalks, curb, and landscape strip) on either side. City standards require such improvements.

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

The existing right-of-way width of Windy Ridge Drive is sufficient for the local street right-of-way width standard of 50 feet.

(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 Rural Suburban Unincorporated Residential (RSUR). The City's zoning options given annexation are Moderate Residential (R7) or Suburban Residential (R10). The Comprehensive Plan designation would thus be Suburban Residential (Incorporated) (SR). The Council finds that R10 zoning is appropriate to be consistent with its neighboring lots.

**Finding:** Upon annexation, the subject property's Comprehensive Plan designation shall be General Residential (Incorporated) and be zoned Suburban Residential (R10).

### **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 Riparian Corridor R-MI-26a with a 50 foot upland protection zone and a portion of which is within the 100-year flood plain. 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 Suburban Residential (Incorporated) SR, be zoned Suburban Residential (R10), and designated as “established” given the following condition:**

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

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

---

Rick Scholl, Mayor

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Date

City of St. Helens  
**RESOLUTION NO. 1875**

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST. HELENS  
ADOPTING A COLLECTIVE BARGAINING AGREEMENT WITH  
THE ST. HELENS POLICE ASSOCIATION

**WHEREAS,** the City of St. Helens and St. Helens Police Association, who represents certain City personnel, have reached an agreement on a union contract.

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

**Section 1.** The Collective Bargaining Agreement between the City of St. Helens and the St. Helens Police Association, dated July 1, 2020, is hereby adopted and incorporated herein by this reference as Attachment A.

**Approved and adopted** by the City Council on March 4, 2020, by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Rick Scholl, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

# **AGREEMENT**

**BETWEEN**

**CITY OF ST. HELENS**

on behalf of the Police Department

and the

**ST. HELENS POLICE ASSOCIATION**

July 1, 2020 through June 30, 2025  
Resolution No. 1875

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**AGREEMENT BETWEEN**  
**CITY OF ST. HELENS**  
**on behalf of the Police Department**  
**and**  
**ST. HELENS POLICE ASSOCIATION**

**PREAMBLE**

This Agreement is entered into by the City of St. Helens on behalf of the Police Department, hereinafter the “City” and the St. Helens Police Association, hereinafter the “Association”, for the purpose of establishing terms and conditions for certain classifications of employees for the St. Helens Police Department.

**ARTICLE 1 – RECOGNITION**

**SECTION 1. – RECOGNITION.**

City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other working conditions of persons regularly scheduled to work more than twenty-four (24) or more hours per week in the classifications of police officer, code enforcement officer, police support specialist and police records specialist, or any other positions that appear in Appendix A of this Agreement as amended periodically.

**SECTION 2. – PART-TIME EMPLOYEES.**

Persons scheduled to work less than full time shall not be subject to the following articles of this Agreement: Seniority, Layoff, Vacations, Sick Leave, Short and Long Term Disability Coverage, Holidays and Insurance. However, when such employee is scheduled to work the day before and after a holiday, the employee will be entitled to holiday pay.

**SECTION 3. – NEW OR CHANGED POSITIONS.**

Should the City establish a new position or substantially change the duties of an existing position, the City shall notify the Association of the new position or reclassified position, including providing to the Association a copy of the position description and proposed pay rate. In the event the Association does not agree with the pay rate for positions included in the bargaining unit, and so notifies the City, the parties shall within ten (10) working days enter into negotiations. Should negotiations fail to settle the pay rate, the pay rate in dispute shall be submitted to binding interest arbitration in accordance with ORS 243.698, *et seq.*

Should the parties disagree on whether the position is properly included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board for resolution. This shall be the sole remedy for the issue of whether the position is in or out of the unit and the Association waives its right to grieve the issue under the terms of this Agreement.

## **ARTICLE 2 – NO DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees without unlawful discrimination as to classifications protected by federal or Oregon law, including age, sex, gender, marital status, race, color, national origin, union affiliation, political affiliation, sexual orientation or disability not subject to reasonable accommodation. The foregoing shall not be construed to prohibit discrimination based upon bona fide occupational requirements.

All references to employees in this Agreement designate both sexes, and wherever the male or female gender is used, it shall be construed to include male and female employees.

Inasmuch as there are other means to process complaints pursuant to this Article, Step 3 of Article 8, Settlement of Disputes shall be the final step in the grievance procedure for grievances arising from this Article.

## **ARTICLE 3 – ASSOCIATION RIGHTS**

### **SECTION 1. – DUES DEDUCTION.**

Employees covered by this Agreement shall have the right to become members of the Association through application to the Association. Application and resignations of membership shall be handled solely by the Association. The Association shall notify the City of the current rate of dues and other authorized deductions in a timely manner, which will enable the City to make the necessary payroll deductions as specified by the Association. The City agrees to deduct the uniformly required membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing by furnishing to the City written evidence of the employee's consent and authorization for wage deductions as may be documented by the Association periodically. The City shall deduct from the monthly paycheck of employees in the bargaining unit who have authorized the deduction, the specified amount for payment to the Association. The City will remit the aggregate deductions together with an itemized statement to the Association by the first day of the succeeding month after such deductions are made in accordance with the arrangements established by the parties for remittance by bank check or electronic funds transfer.

Employees whose employment begins or ends after working fewer than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

## **SECTION 2. – HOLD HARMLESS.**

The Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of this article. In addition, the Association and the City shall cooperate in order to correct dues check off errors, payroll errors including the erroneous overpayment of wages or reimbursements and to facilitate payments and adjustments which are determined warranted within thirty (30) days of notification of such error.

## **SECTION 3. – ASSOCIATION BULLETIN BOARDS.**

City agrees to designate a bulletin board space in the Department to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board and shall identify any such notices and bulletins posted there as Association material.

## **SECTION 4. – ASSOCIATION REPRESENTATIVES.**

### **A. DESIGNATED REPRESENTATIVES.**

Employees selected by the Association to act as Association representatives who may represent employees shall be certified in writing to the City by the Association. Association Representatives may process formal grievances during working hours provided essential services are not interrupted.

Authorized representatives of the Association shall perform their duties as representatives of the Association on their own time, except:

1. The City shall allow up to two (2) bargaining unit members to attend contract negotiations, mandatory bargaining meetings, or meetings regarding a grievance, during duty hours without loss of pay so long as the Association provides shift coverage and the City will not incur overtime expenses. The time, date and place for bargaining sessions shall be established by mutual agreement between the parties and selected as to minimize any negative impact to the members and the City.
2. On duty employees may attend Association meetings to ratify a labor agreement within the City limits, but shall be subject to call.
3. An Association executive board member asked to attend a labor management meeting (including disciplinary and grievance meetings and employee interviews) will be permitted to attend without loss of pay, subject to call, and otherwise as provided in this agreement.

B. Association representatives and Association legal counsel shall have access to the premises of the Police Department for the purpose of meetings central to the purpose of labor relations between the parties as long as operations are not unduly interrupted,

provided that the representative checks in with the duty supervisor upon entering the facility.

C. The City will furnish each new employee in the bargaining unit with this Collective Bargaining Agreement at the time of employment orientation, which may be electronic, and authorize an Association designated representative reasonable time to introduce the employee to Association membership.

#### **SECTION 5. – NON-DISCRIMINATION.**

Employees have the right to form, join and participate in the activities of employee organizations of their choosing for the purpose of representation on matters of employee relations. Employees also have the right to refuse to join or participate in the activities of the Association. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the parties to this Agreement because of the exercise of these rights.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

It is recognized that an area of responsibility must be reserved to the City if government is to serve the public effectively. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the City, including, but not limited to, the following listed management functions:

1. The determination of the governmental services to be rendered to the citizens of the City's service area.
2. The determination of financial budgetary, accounting and organization policies and procedures.
3. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the City establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
4. The management and direction of the work force including: the right to determine the methods, processes and manner of performing work; the establishment of new positions and the determination of their proper classification; the determination of the duties and qualifications to be assigned or required and the determination of job classifications; the right to hire, promote, demote, transfer and retain employees; the right to discipline; the right to lay off; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work. However, in the event the City decides to contract out work which would significantly deviate from past practice, the City will notify the Association and offer the Association the opportunity to discuss effective means to minimize the impact of such action on bargaining unit members before implementation. This in no

way shall preclude the use of reserve officers or other temporary employees.

This Article shall not preclude the Association and the City from either: (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties; or (2) negotiating on any matter during the negotiation of a successor hereto. Each party shall advise the other at least two (2) working days prior to such meeting as to the subject matter to be discussed.

Reserve officers shall not be used to avoid regular payment or overtime payment for regular employees, nor shall reserve officers be utilized if a regular employee is in layoff status, in such cases regular employees shall be reinstated to duties including called into work overtime.

## **ARTICLE 5 – STRIKES AND LOCKOUTS**

Inasmuch as there are other means, both by law and through this Agreement for the resolution of disagreements that may from time to time arise during the term of this Agreement, the parties agree as follows:

1. During the term of this Agreement, the City shall not, as a direct result of a dispute with the Association lock out any member of the bargaining unit covered by the terms of this Agreement.

2. During the term of this Agreement, the Association or its members will not participate in any strike, or other concerted activity to include the observance of the picket line of another labor organization while on assigned tour of duty. In the event of a violation of the above, the City may discipline, including discharge, any individual employee involved in any of the above defined prohibited activities.

## **ARTICLE 6 – SENIORITY AND PROBATIONARY PERIOD**

### **SECTION 1. – PROBATION AND SENIORITY ACCRUAL - NEW HIRES.**

A non-sworn employee or lateral hire sworn employee shall attain seniority after twelve (12) continuous months of employment in the bargaining unit; a sworn employee shall attain seniority after eighteen (18) continuous months of employment in the bargaining unit. During this period the probationary employee may be discharged at the sole discretion of the City without any reason or cause being shown. The employee shall be without recourse to the grievance procedure.

### **SECTION 2. – PROBATION UPON PROMOTION.**

Employees promoted within the unit shall be subject to a six (6) month probationary period; employees promoted to a police department position outside the unit shall serve a probation period as determined by the City, which the parties agree shall not exceed six (6) months. Those employees failing to meet the promotional probationary period

shall be returned to an available position in the former classification within the bargaining unit without loss of seniority. The return of an employee to the former classification during promotional probation is administrative and not discipline.

### **SECTION 3. – NON-REPRESENTED EMPLOYEE SENIORITY.**

A former bargaining unit member who promotes to or accepts a position with the City which is non-represented by the Association shall retain bargaining unit seniority, but shall have their bargaining unit seniority frozen at the point they begin working in the non-represented position. If a non-represented employee returns to a position represented by the Association, the employee's Association seniority shall begin from the point at which the employee was no longer represented by the Association and the employee's former bargaining unit seniority shall be reinstated and bargaining unit seniority shall begin to accrue.

### **SECTION 4. – VOLUNTARY DEMOTION.**

Association members who leave the bargaining unit as Sergeants or who accept a promotion as Sergeant may voluntarily elect to demote to the bargaining unit as a police officer any time and for any reason during the first twelve (12) months the employee is outside the Association. If an employee exercises this choice, the employee's base salary will be adjusted to the top step police officer pay step.

## **ARTICLE 7 – DISCIPLINE AND DISCHARGE**

### **SECTION 1. – DISCIPLINARY MEASURES.**

Disciplinary action shall be for just cause. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:

- A. Verbal reprimand, which may be documented in writing;
- B. Written reprimand;
- C. Reduction in pay;
- D. Suspension without pay;
- E. Demotion;
- F. Discharge.

The City shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature.

Verbal reprimands over one (1) year old shall not be a basis for progressive disciplinary actions. Verbal reprimands are not subject to grievance beyond Step 2.

## **SECTION 2. – DUE PROCESS.**

Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Association and the affected employee with all the documents which are relied upon. The employee or the Association may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand. If a grievance is filed, documents upon which the City has relied shall be provided to the Association and the affected employee.

## **SECTION 3. – AVOIDANCE OF EMBARRASSMENT.**

If the Chief of Police or designee has reason to discipline an employee, the Chief of Police or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

## **SECTION 4. – ASSOCIATION REPRESENTATION IN INTERVIEW AND DISCIPLINE PROCESS.**

The City acknowledges the right of the employee to have a representative of the Association present at meetings with the employee, which could lead to discipline greater than a verbal reprimand.

## **SECTION 5. – GENERAL PROCEDURES.**

A. Potential Discipline Situations. Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, will be afforded the following safeguards:

1. The employee and the Association will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.

2. At least seventy-two (72) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose an economic sanction upon the employee as a result of the underlying incident, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which

form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with an Association representative; and the employee and the Association will be provided all available materials the City possesses related to the investigation, unless the City elects to provide a written statement of essential facts which would support any contemplated basis of discipline.

When releasing information to the employee and the Association, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the workplace or in the City's relationship with a victim. In such event, the City and the Association shall cooperate to meet appropriate investigative and due process needs. The employee shall be allowed the right to have an Association representative present during the interview.

The opportunity to have the Association representative present at the interview shall not delay the interview more than four (4) hours, except for minor complaints (incidents for which no more than a verbal warning may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview.

3. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

4. The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chief's designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hours payments shall be made to the employee.

5. The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under Oregon and federal law.

6. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.

7. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the



interview.

8. The City shall tape record the interview and a copy of the complete interview of the employee shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined, the recording shall be transcribed by the City, and the employee and the Association shall be provided a copy thereof.

9. Interviews and investigations shall be concluded without unreasonable delay.

10. The employee and the Association shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Association within forty-five (45) days from discovery by the City of the basis of discipline except in cases described in paragraphs (B) and (C) of this section, unless the parties otherwise agree. Consent to an extension of time shall not be unreasonably withheld. If not, the employee will be exonerated of all charges.

B. Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

C. Outside Agency Investigations & Informed Inquiries. Section 5 shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the City shall only rely upon the involved officer's formal interview statements for all administrative purposes.

## **SECTION 6. – EMPLOYEE REVIEW.**

Each current employee shall have the right, upon request, to review and obtain, at the expense of the employee, a copy of the employee's personnel file and all files, except ongoing investigation files, related to the employee. The City may waive copying charges at the City's discretion. The Association shall be furnished a copy of the files or any portion thereof at no expense to the Association, when and to the extent that the file information is relevant to issues of contract or grievance administration. Medical records will be disclosed by the City only upon presentation of a valid release signed by the employee. Records compiled prior to the date of employment of an employee may be withheld from disclosure to the Association or the employee.

The City maintains the official personnel file in the Police Department. To review this file, an employee must contact the Police Chief or designee and schedule a time to

inspect the file. This file contains miscellaneous information such as change of status forms, DPSST forms, commendations and thank you letters, EDPP's and supervisory information.

A. There should be nothing of which the employee is not aware in either file.

B. If an employee requests to have information removed from the personnel and supervisory file, he/she shall make the request to the Police Chief or designee. The request will be reviewed and the employee notified of the decision. The City will maintain records in these files which are relevant and timely, and in accordance with Section 8 related to Records Retention.

#### **SECTION 7. – EMPLOYEE RESPONSES.**

Each employee may respond in writing to any item placed in that employee's personnel file and that response shall become a part of the file.

#### **SECTION 8. – RECORDS RETENTION.**

Counseling and warnings and any response written by the employee shall, upon request of the employee, be removed after twelve (12) months from the date the action is taken, provided there are no subsequent counseling and warnings or disciplinary actions about the same or similar issues taken during the intervening period of time. All other disciplinary documents may become a permanent record in the personnel file.

However, any such document may be removed from that file by mutual consent of the Police Chief and the affected employee. Any record removed from the personnel file may be maintained in a separate system of records.

#### **SECTION 9. – EMPLOYEE RIGHT TO READ AND DUTY TO SIGN.**

Each shall be given the opportunity to read and shall be given the opportunity to sign any written material pertaining to evaluation, performance, or disciplinary actions prior to such information being placed in the official personnel file of that employee. Signing does not necessarily indicate agreement. If an employee refuses to sign, the City shall document the refusal with the signature of the presenter and the signature of a witness attesting to the refusal.

### **ARTICLE 8 – SETTLEMENT OF DISPUTES**

#### **SECTION 1. – GRIEVANCE PROCEDURE.**

Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

**Step 1.** Within ten (10) days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier, the Association may present the grievance, in writing, to the Police Chief. At this and each subsequent

step of the grievance procedure, the written grievance submitted by the Association or employee(s) shall include:

- A. A statement of the grievance and the factual allegations upon which it is based;
- B. The section(s) of this Agreement alleged to have been violated;
- C. The remedy sought;
- D. The name and signature of the individual(s) submitting the grievance.

**Step 2.** Within ten (10) days of receipt of the grievance, the Police Chief will schedule a meeting to discuss the dispute with the Association and such meeting shall occur within ten (10) days of the receipt of the grievance. The Police Chief shall render a written decision within ten (10) days following the herein-referenced meeting.

**Step 3.** If the grievance remains unresolved, within ten (10) days of receipt of the written Step 2 decision of the Police Chief, the Association may present the grievance, in writing, to the City Administrator. The written grievance to the City Administrator will explain why the Association is proceeding with the grievance in light of the Police Chief's Step 2 response. After receipt of the Step 3 written grievance, the City Administrator shall review the record, may schedule a meeting with the Association to discuss the grievance, may conduct further investigation into the grievance, and shall provide a written decision to the Association within thirty (30) days of receipt of the Step 3 grievance.

**Step 4.** If the grievance is not resolved at Step 3 above and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City Administrator within ten (10) days following the date the City Administrator's response is due or received, whichever is earlier.

The parties may mutually agree upon an arbitrator. The Association shall submit a written request to the Oregon Employment Relations Board for a list of thirteen (13) arbitrators. A copy of the Association's request shall be provided to the City Administrator. Upon receipt of the list, a coin flip shall occur to determine who will strike first, and strikes shall thereafter be alternated until only one name remains. The remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.

Either party may request the arbitrator to issue subpoenas. If subpoenaed to an arbitration, City employees/Association members shall not receive fees and mileage

associated with an enforceable subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The costs, fees and expenses of the arbitrator shall be borne by the non-prevailing party or prorated as determined by the arbitrator. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share in all costs of producing three (3) copies of the transcript.

## **SECTION 2. – TIME LIMITS.**

All parties subject to these procedures shall be bound by the time limits contained herein. If the grievant or Association fails to respond in a timely fashion, the grievance shall be deemed waived, with prejudice.

Each reference to “days” in this Article means regular business days, Monday through Friday.

If the City, at any step, fails to respond in a timely fashion, the grievance shall advance to the next step. Upon mutual agreement, in writing, the parties may waive or adjust the time limits specified herein.

## **ARTICLE 9 – HOURS OF WORK**

### **SECTION 1. – WORKWEEK.**

A normal work week for an eight (8) or ten (10) hour shift shall consist of a forty (40) hour work schedule during a seven (7) day calendar period beginning with an employee's first regular scheduled shift. When using the 12-hour patrol schedule (OPTION 1 or OPTION 2) a normal work period shall consist of an eighty (80) hour work schedule during a fourteen (14) day calendar period beginning with an employee's first regular work shift; and if a 12-hour shift is scheduled, the parties elect to follow FLSA 7(k) rules.

### **SECTION 2. – WORKDAY.**

A normal workday shall consist of eight (8) hours in one (1) of five (5) tours of duty (or at the City's option, ten (10) hours in one (1) of four (4) tours of duty), or a twelve (12) hours schedule as defined in Article 9 Section 4. A workday is defined as a twenty-four (24)-hour period commencing with an employee's regular scheduled shift.

### **SECTION 3. – SHIFT CHANGE.**

In the case of shift work employees and except in cases of emergency, voluntary or shift change situations, the weekly work schedule shall normally include two (2) three (3) or four (4) consecutive days off with a minimum of sixty-four (64) hours off, depending on the schedule worked.

In the case of non-shift work employees, the basic work week shall be Monday through Friday.

#### **SECTION 4. – WORK SCHEDULES.**

Work schedules for shift work employees indicating the hours and days scheduled to be worked for the following month shall be posted on department bulletin boards at least one (1) week in advance. Schedule changes necessitated for a shift of less than two (2) officers unforeseen at the time of the monthly posting will be posted as soon as possible.

Time and one-half ( $1\frac{1}{2}$ ) an employee's regular rate of pay shall be paid officers for all hours worked outside their normal seniority bid shift if the shift is already minimum staffed with at least two (2) other officers working on a shift unless the officer voluntarily agrees to the shift, or unless the shift is adjusted as provided for under Article 9, Section 7 of the current Collective Bargaining Agreement.

Voluntary changes in the work schedule shall be by mutual consent of the affected employees and the supervisor.

Unless otherwise mutually agreed, the twelve (12) hour patrol work shift will be configured for each patrol officer to include the following work shifts and days off as set forth in Option 1.a. through Option 1.e.; or as set forth in Option 2.a. through Option 2.g. below:

##### **OPTION 1:**

- A. The employee will work (4) consecutive shifts of twelve (12) hours each,
- B. Followed by four (4) consecutive days off, then
- C. The employee will work (4) consecutive shifts of twelve (12) hours each,
- D. Followed by four (4) consecutive days off
- E. Employees will receive one (1) twelve (12) hour shift of "Kelly time" during each twenty-four (24) day FLSA cycle as defined in Article 9, Section 4.1 of this MOA.

##### **OPTION 2:**

- A. The employee will work two (2) consecutive shifts of twelve (12) hours each,
- B. Followed by two (2) consecutive days off, then
- C. The employee will work three (3) consecutive shifts of twelve (12) hours

each,

- D. Followed by two (2) consecutive days off, then
- E. The employee will work two (2) consecutive shifts of twelve (12) hours each,
- F. Followed by three (3) consecutive days off.
- G. Employees will receive one (1) twelve (12) hour shift of "Kelly time" during each twenty-four (24) day FLSA cycle as defined in Article 9, Section 4.1 of this MOA.

Both schedules listed above result in an eighty (80) hour work schedule (minus "Kelly time") during a fourteen (14) day calendar period as set forth in Option 1 and Option 2 above.

#### **SECTION 4.5. – KELLY TIME.**

**A. DEFINITION:** "Kelly time", as referred to in this MOA, is defined as a day off taken at a scheduled interval in addition to normal time off or vacation. "Kelly time" cannot be taken as pay and does not have preference over compensatory, holiday, vacation, or any other earned or credited time.

**B. USE OF KELLY TIME:** Employees working the Option 1 or Option 2 twelve (12) hour patrol shift shall pre-schedule with the employee's immediate supervisor, the specific work day the twelve (12) hour shift of "Kelly time" will be used during each twenty-four (24) FLSA cycle. The supervisor and employee will coordinate to ensure that the "Kelly time" is used on a day that will not result in overtime and/or significantly impact shift coverage.

At the start of each twenty-four (24) day FLSA cycle, the shift supervisor will identify, in accordance with seniority (Article 11 of the current CBA), the days available for each employee to use one (1) twelve (12) hour shift of "Kelly time" during that twenty-four (24) day FLSA cycle. The employee will then choose one (1) of those available days to use as "Kelly time".

If an agreement cannot be reached between the employee and the supervisor on the scheduling of the "Kelly time", the supervisor can assign the employee a specific day during the twenty-four (24) day FLSA cycle to use the "Kelly time". Under these circumstances, the assignment of "Kelly time" by a supervisor is final and cannot be grieved.

**C. ACCRUAL/FORFEITURE:** Employees can only accrue up to a maximum of twenty-four (24) hours of "Kelly time" or two (2) twelve (12) hour shifts. If an employee reaches the maximum accrual hours, due to operational need or other circumstances, the employee and supervisor shall coordinate to ensure the "Kelly time"

is used and does not exceed the accrual maximum. In the event of an employee reaching the maximum accrual, the supervisor can supersede the above listed seniority requirements in Section 4.1 (B) to ensure the employee does not accrue more than the maximum hours allowed.

If an employee separates from employment with the City under any circumstances, any accrual of "Kelly time" will be forfeited if not used prior to the employee's date of separation.

**SECTION 4.6. – SHIFT SCHEDULE IF 12-HOUR SHIFT IS DISCONTINUED.**

If upon the signing of this Agreement, the patrol staff is working the 12 hour work shift, then patrol staff will continue working the 12 hour shift, which shall renew without action from either party every six months. Either party may discontinue this shift during a six (6)-month period with reasonable notice to the other. The shift shall then change at the end of the current six (6)-month period, unless the change must be implemented sooner due to operational needs.

In the event the City discontinues the 12-hour shift schedule for any reason, unless the parties otherwise agree, the following in this section shall apply to work scheduling (and represent the contract terms prior to any change to or from the 12 hour shift.)

Work schedules for shift work employees indicating the hours and days scheduled to be worked for the following month shall be posted on department bulletin boards at least one (1) week in advance. Schedule changes necessitated for a shift of less than two (2) officers unforeseen at the time of the monthly posting will be posted as soon as possible.

Time and one-half (1 1/2) an employee's regular rate of pay shall be paid officers for all hours worked outside their normal seniority bid shift if the shift is already minimum staffed with at least two (2) other officers working on a shift unless the officer voluntarily agrees to the shift, or unless the shift is adjusted as provided for under Article 9, Section 7.

Voluntary changes in the work schedule shall be by mutual consent of the affected employees and the supervisor.

Unless otherwise mutually agreed, the 12-hour patrol work shift schedule will be configured for each patrol officer to include the following work shifts and days off as set forth in 4.a. through 4.d. below:

- a. The employee will work three (3) consecutive shifts of twelve (12) consecutive hours each,
- b. Followed by three (3) or four (4) consecutive days off, then
- c. Three consecutive shifts of twelve (12) consecutive hours followed by one shift of eight (8) consecutive hours,
- d. Followed by three (3) or four (4) consecutive days off, depending on the bid shift selected by the officer.

The work schedule listed above results in an eighty (80)-hour work schedule during a fourteen (14)-day calendar period as set forth in Section 1 above.

#### **SECTION 5. – LUNCH PERIODS.**

Lunch periods assigned to be taken during working hours shall be with pay up to thirty (30) minutes. Lunch periods assigned to be taken during working hours of twelve (12) hour work shifts shall be with pay up to forty five (45) minutes.

#### **SECTION 6. – REST PERIODS.**

Except in emergency situations, paid rest periods of up to fifteen (15) minutes per one-half shift will be allowed, such rest period allowed as near as possible to the middle of the half-shift.

Except in emergency situations, paid rest periods of up to fifteen (15) minutes per each four (4) hours of a twelve (12)-hour patrol shift will be allowed, such rest period allowed as near as possible to the middle of the four (4)-hour period.

#### **SECTION 7. – SHIFT SELECTION.**

A. Shift selection shall be allowed according to department seniority. However, nothing in this section shall prevent the City from assigning a person to a particular shift for the good and welfare of the department so long as the City adheres to Article 9, Section 7.C and 7.D as outlined below. If an employee feels that such a shift assignment was performed in an arbitrary or capricious manner, then such action may be contested under the grievance procedure.

B. When the department has at least thirteen (13) non-training solo status police officers and those officers are assigned to an eight (8) hour shift there shall be at least three (3) shift bid slots each on the day shift, the swing shift and the graveyard shift. If officers are assigned to a twelve (12) hour shift, there shall be at least five (5) shift bid slots on the day shift and at least four (4) shift bid slots on night shift.

C. The department may make temporary exceptions to the requirements of Article 9, Section 7.A and 7.B above in an emergency, when there is an Association member disability that must be accommodated by the City, when there is an Association member protected status leave that must be accommodated by the City or when the City has a documented need for directed enforcement to impact a community crime issue. When the City exercises a temporary exception to Article 9, Section 7.A and 7.B the City must provide the Association written notice of the temporary exception and the anticipated duration of the temporary exception.

D. When moving Association members for a temporary exception, the City will first seek volunteers and if no one volunteers the least senior Association member will be moved from the impacted shift.



## **SECTION 8. – JURY DUTY.**

Employees shall be granted leave with pay for service upon a jury provided that the day to be served on jury duty is a scheduled work day. Employees assigned to swing shift or graveyard shift called to jury duty for more than four (4) hours shall be given the following graveyard or swing shift off with pay.

The employee is required to seek all fees due the employee for such jury duty and turn said fees, except personal vehicle mileage, over to the employer. Upon being excused from jury duty for any day, the employee shall immediately contact their supervisor for assignment for the remainder of their work day.

## **SECTION 9 – TRAINING.**

On an employee's normal duty day, the City may adjust the starting time of the employee(s) attending training so that the start time coincides with the start of training in St. Helens or with the travel departure time for out of town travel. It is agreed that if three (3) or fewer hours remain available for duty at the conclusion of training and/or travel, the employee will be relieved of the obligation to perform patrol duties.

All employees assigned to training shall be released from duty without loss of pay or earned leave for at least eight (8) hours prior to the time the member is required to depart, if travel is required, or at least eight (8) hours prior to the start of the training if no travel is required. Employees shall not be required to return to their normal duty after training is completed for a minimum of eight (8) hours.

Travel time and training attended on a day off will be paid as required under the FLSA, unless Article 10 requires otherwise.

## **ARTICLE 10 – OVERTIME**

### **SECTION 1. – OVERTIME CALCULATIONS.**

As used in this contract, overtime (one and one-half (1 and 'A) times an employee's regular rate of pay) shall mean the time an employee works, when authorized by the supervisor, in excess of forty (40) hours in any seven (7) consecutive days period or in excess of eight (8) hours, if on an 8 hour schedule, in any twenty-four (24) hour period. All hours worked (not including shift trades) in excess of 40 hours a week, or eight (8) hours in a twenty-four (24) hour period, if on an 8 hour schedule, shall be compensated at the overtime rate, including the City's practice of switchbacks unless arranged by the officers between themselves in order to achieve time off.

Where by mutual agreement between the Association and the City that employee works four (4) ten (10)-hour shifts followed by three (3) consecutive days off, hours worked in excess of ten (10) hours in any twenty-four (24)-hour period would be paid at the overtime rate of one and one-half (1½) times an employee's regular rate of pay.

Where by mutual agreement between the Association and the City; the employee working the **OPTION 1** twelve (12) hour patrol schedule or the **OPTION 2** twelve (12) hour patrol schedule, overtime (one and one-half (1 and ½) times an employee's regular salary) shall mean the time an employee works, when authorized by the supervisor, in excess of eighty hours in any fourteen (14) day work period or in excess of twelve (12) hours in a twenty-four (24)-hour period, depending on the regularly scheduled length of an employee's work shift. In no event shall the voluntary exchange of schedules or shift change situations, which are agreed upon by a supervisor and an employee, or which have been arranged by officers between themselves, result in the payment of overtime.

Paid leave shall be treated as hours worked for purposes of calculating daily and weekly overtime entitlements pursuant to this agreement.

## **SECTION 2. – OVERTIME CALCULATION/COMPENSATORY TIME.**

A. Required overtime shall be computed to the nearest fifteen (15) minutes and compensated at time and one-half the regular rate. Overtime shall be paid either in cash or compensatory time off at the discretion of the employee. Compensatory time off shall be granted with the approval of the City and shall be scheduled by the City in cooperation with the employee within a reasonable time in relation to the request, provided that if the time off cannot be so scheduled, the employee may withdraw the request or if not withdrawn the City may buy out the comp time balance.

B. The maximum accrual shall be one hundred twenty (120) hours.

## **SECTION 3. – CALL-BACK.**

An employee called to work outside a scheduled shift shall be paid for a minimum of three (3) hours at the overtime rate in all situations except those set forth in Section 5 below. For the purpose of this section, the call-out must have occurred at least one (1) hour before or after the end of the regularly scheduled shift, if not, the overtime shall be deemed an extension of the workday and compensated as such. This section applies to emergency situations or events that were not scheduled prior to the end of the employee's preceding shift.

## **SECTION 4. – OFF-DUTY WORK.**

Provided that in the City's judgment, assumption of the work will not adversely affect the Department, qualified members of this bargaining unit shall have the option to perform all regular Police Department work outside of regular scheduled duty hours. Private sector community organization requests for Department assistance for additional building or area security personnel for special events shall not be considered Police Department work. The City shall assign or schedule the employee deemed necessary for public safety outside all community events. For any additional security duties desired by the private sector or event sponsor, off-duty bargaining unit employees may request Department recommendation to the sponsor based on Department seniority. The Department shall not be responsible for setting rates, paying personnel

or scheduling any regular employees hired for such off-duty private security work. Additional building or area security duties beyond the police officers deemed necessary for public safety may be performed by reserve officers under any Department reserve officer program that may be established.

#### **SECTION 5. – OVERTIME FOR COURT TIME.**

Court time required as a normal part of an officer's job, but which occurs on an officer's off-duty day will be paid at the overtime rate for a minimum of three (3) hours. Court time required as a normal part of an officer's job, but which occurs outside a regular tour of duty will be paid at the overtime rate for a minimum of three (3) hours provided that such court time is scheduled more than one (1) hour before or after the regularly scheduled shift. If it is scheduled within that hour, the time shall be deemed an extension of the workday and compensated as such.

#### **SECTION 6. – WORK-RELATED PHONE CALLS.**

A. Work-related phone calls of seven (7) minutes or longer shall be compensated at one-half (1/2) hour of overtime at the employee's regular overtime rate of pay per phone call. It is the intent of the parties to comply with the FLSA, and phone calls of less than seven (7) minutes are *de minimus*.

B. If a phone call to an off-duty employee is one-half (1/2) hour or more in duration then the employee shall be compensated for the phone call as Call-Back Time compensation in accordance with Section 3 above.

#### **SECTION 7. – SAFETY RELEASE**

When an employee works sixteen (16) or more hours in a twenty-four (24) hour work day, they shall be provided at least nine (9) hours of safety release time before beginning the next regularly scheduled shift. If there are four (4) hours or less between an employee's work assignments, the time between the assignments, although unpaid and not worked, will count toward the sixteen (16) hours for purposes of safety release only.

If safety release time extends into an employee's next regularly scheduled shift, the employee shall be given paid administrative leave for the period of that regular shift taken off to meet the nine (9) hour safety release requirement. If the safety release time will not extend more than half-way through the employee's next shift, the employee shall report to work at the end of the safety release time unless authorized not to do so. If the safety release time will extend more than half-way through an employee's next shift, the employee may request leave not to work the remainder of the shift before or at the time release time begins. Authorized time off in this situation will be paid from accrued leave (vacation, sick, holiday or compensatory time) for the remainder of the shift beyond the nine-hour safety release period. If the employee does not have sufficient accrued leave, the employee may use unpaid leave. Permission to take off the remainder of the shift will be approved or disallowed by the Chief or the Chief's designee based on operational considerations.

Safety release time requirements shall not apply in cases where employees are responding to major crimes or to meet requirements of a City emergency as declared by the Chief of Police, the City Administrator or the City Council.

An employee shall advise an on-duty shift sergeant as soon as the employee reasonably believes a shift will extend beyond sixteen (16) hours and no later than one hour before reaching the sixteen (16) hour threshold, unless to do so is not feasible.

## **ARTICLE 11 – SENIORITY**

### **SECTION 1. – DEFINITION.**

A. Seniority. Seniority shall mean the length of an employee's continuous service within the bargaining unit since a regular employee's last date of hire.

B. Classification Seniority. Classification seniority shall mean the length of an employee's continuous service within their job classification.

### **SECTION 2. – SENIORITY LISTS.**

City shall provide the Association's president a seniority list on the Association's bulletin board space on July 1 of each year. The seniority list shall show the continuous service of each bargaining unit member, their seniority and their seniority classification.

### **SECTION 3. – BREAKS IN CONTINUOUS SERVICE.**

An employee's continuous service record shall be broken by a non-work related leave of absence which extends for a period longer than thirty (30) days, resignation, discharge and retirement. However, if an employee returns to bargaining unit work in any capacity within ninety (90) days, the break in continuous service shall be removed from the record, except that no credit shall be given for the intervening time.

### **SECTION 4. – REINSTATEMENT FOLLOWING RESIGNATION.**

A non-probationary bargaining unit employee who resigns voluntarily and chooses to request reinstatement within ninety (90) days of termination may be granted reinstatement to a vacant and available position if the City approves. The reinstated employee will receive the available position if the City approves. The reinstated employee will receive the vacation and sick leave accrual rates which applied at the date of termination. No leave balances will be restored. This section will not operate to require the City to fill a vacant position which the City has elected to hold vacant. An employee/former employee may not request reinstatement under this section more than once.

## **SECTION 5. – VACATIONS.**

In the event two (2) or more employees select the same vacation period, the employee with the most seniority will receive primary consideration for approval. However, senior employees, to exercise their seniority rights, shall record vacation selections no later than November 30, for all vacations between January 1 and April 30; no later than March 31 for all vacations between May 1 through August 31; and no later than July 31 for all vacations between September 1 and December 31.

The City shall make all reasonable attempts to grant vacation to employees who request vacation.

Employees' bids for seniority vacation shall occur for the next shift bid cycle during the week following determination of shift assignments based on the shift bid, then within the following fifteen (15) days the City shall approve or deny bid vacations. Vacations which are bid and approved in this process are guaranteed and shall not be cancelled by the City. If a bid vacation is denied, that vacation bidder may bid other dates within five (5) days of the City's denial. Seniority bids are determined based on department-wide seniority and shall take into account, all sworn personnel for sworn seniority bids, or all non-sworn employees in the same classification for non-sworn seniority bids. At the discretion of the City, the City may grant additional time off to any employee who was unable to have a vacation approved during a seniority bid.

## **SECTION 6. – TIME OFF.**

Time off other than bid vacation will be approved and scheduled or denied based on coverage needs and cooperation.

Time off for employees includes compensatory time off, vacation, and holidays.

When an employee requests time off which is outside the seniority bid process prior to February 1 and August 1, and the request is made with less than 14 days' notice of the requested time off, the employee requesting time off will consult with the supervisor who schedules work and time off, and thereafter will identify an officer or officers who by shift trade, switchback or otherwise are willing to cover the shift if needed to maintain minimum staffing without payment of overtime. Such officer(s) may be called upon by the City to cover the shift on a non-overtime basis if the time off is granted by the City.

If the time off request is requested with more than 14 days' notice, and the request is not part of a seniority vacation bid, the City may temporarily perform a shift adjustment on the most reasonable person in order to accommodate the requested time off. This type of temporary shift adjustment to accommodate a time off request will not obligate the City to pay overtime to the adjusted employee unless payment of overtime is otherwise required under FLSA or the current Collective Bargaining Agreement. The City also has the option to cover a time off request with the use of overtime at the discretion of the City.

The Association understands that the City may not be able to grant all requested time off. If more than one person makes a non-seniority request for the same time off period, time off requests will be granted based on the first request received and thereafter by "first come, first served."

#### **SECTION 7. – SHIFT BIDS.**

The Police Department will conduct three (3) shift bids annually based on department seniority as defined by Article 11 – Section 1 (A) & (B)).

The Police Department will conduct shift bidding between November 1st and November 15th of each year for the following January 1st through April 30th. The Police Department will conduct a second shift bid between March 1st and March 15th for the period of May 1st through August 31<sup>st</sup>. The Police Department will conduct a third shift bid between July 1<sup>st</sup> and July 15 for the period of September 1<sup>st</sup> through December 31<sup>st</sup>.

The shift and days off available for bidding shall be posted fourteen (14) days in advance of the bid process. Employee shift changes may take place outside of the bid process if approved by the City and by mutual agreement between the affected parties. If the affected employee does not agree to the shift change, then the affected employee will be provided with forty-five (45) days' notice before the senior employee will "bump" the affected employee.

Changes from the posted bid schedule may be made as "shift adjustment" in order to maximize approval of vacation bids and in order to reduce overtime expense as a consequence of balancing staffing among the shifts. The City may also deviate from a bid shift for operational need, training, and staffing reasons. Such adjustment shall not result in overtime or expense to the City. Such adjustments shall be posted with the shift bid results.

Shift bidding does not apply to probationary employees working subject to supervision and evaluation of an FTO. Detectives and the SRO do not participate in the shift bid process and shall be scheduled in accordance with past practice including during the SRO's/school summer break. The SRO may shift bid for the months of May and August; if he does not do so, his shifts and days off during these months shall be assigned based on operational need.

### **ARTICLE 12 – LAYOFFS**

#### **SECTION 1. – LAYOFF PROCESS.**

In the event that the City determines that a reduction in force is appropriate and in the context of the staffing requirements, employees will be laid off from the affected classification in inverse order of bargaining unit seniority.

## **SECTION 2. – BUMPING RIGHTS.**

Laid off employees may bump to any lower classification for which the employee is qualified and displace an employee with less bargaining unit seniority. An individual targeted for layoff may be eligible to bump an employee in an equal or lower job classification provided the bumping employee has greater bargaining unit seniority than the displaced employee, which the bumping employee is at least equally qualified to do the work, and the bumping employee is willing to work at the lower wage rate. Bumping shall be limited to one (1) series of actions.

## **SECTION 3. – NOTICE.**

Affected employees will be advised of the layoff at least sixty (60) calendar days in advance of the effective date.

## **SECTION 4. – RECALL PROCEDURE.**

An employee in the unit who has been laid off will be recalled in inverse order of layoff for any vacancy within the bargaining unit for which the employee is qualified. Employees shall retain recall rights for twenty-four (24) months. Employees recalled by the City shall be reinstated with seniority rights accumulated as of the date of their layoff. Any laid off employee who is recalled by the City shall have ten (10) working days from receipt of notice by Certified Mail in which to accept the assignment and an additional ten (10) working days from the date of the employee's acceptance to report for reemployment. It shall be the employee's responsibility to keep the City apprised of a current mailing address for that period. Return of the notice as undeliverable because the employee has moved without notifying the City may be deemed by the City to constitute rejection of the assignment.

During an employee's lay off period, notices of all department openings will be mailed directly to the laid off employee's last known mailing address.

The names of laid off employees will be placed on a re-employment list for the classification previously occupied in inverse order of layoff. The list will remain in effect until the employee requests that his/her name be removed, the employee fails to accept re-employment, or the twenty-four (24)-month period expires.

A terminated employee who is recalled by the City and who rejects the assignment shall relinquish all rights provided for within this Agreement.

## **ARTICLE 13 – VACANCIES**

### **SECTION 1. – POSTING.**

City will post notice on the Association's bulletin board of Department vacancies not later than the time that such information is made available to the general public.

## **SECTION 2. – SELECTIONS.**

Provided that internal applicants are equally qualified with external applicants for a vacancy, then the most senior, best qualified internal applicant shall be appointed.

## **ARTICLE 14 – HOLIDAYS**

### **SECTION 1. – HOLIDAYS.**

A. The City recognizes the following holidays to be observed as a day off with pay by police, non-sworn employees and those designated by the Chief of Police based on operational need:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
	Christmas Day

B. Holiday days off shall be scheduled and taken as floating holidays by shift employees within the FLSA 7(k) 28-day period if applicable and otherwise within the pay period in which the holiday falls unless precluded by scheduling or operational considerations. Holidays not taken as time off will be compensated at the regular rate of pay for eight (8) hours.

C. Sworn police officers required to work on Thanksgiving Day and Christmas Day shall be paid at the overtime rate for the regularly scheduled hours worked on these holidays.

D. Two (2) non-cumulative floating holidays shall be accrued to each regular employee on July 1<sup>st</sup> of each year. These floating holidays shall be granted and taken during the fiscal year (July 1 through June 31), or will be lost and will not be carried over. During the first year of employment of an employee hired between July 1 and January 1, the employee will accrue one floating holiday in January of that period.

E. In the event a recognized holiday falls on an employee's regularly scheduled day off, that employee will be allowed to take a delayed holiday. The Chief of Police may designate those required to observe a recognized holiday observed by the City based on operational needs (e.g.: supervisors, detectives and non-sworn personnel).

F. Veterans eligibility to observe Veterans Day off with pay shall be determined and administered as proscribed by Oregon law.

### **SECTION 2. – DEFERRED HOLIDAY – NON-PATROL OFFICERS.**

For Police Support Specialist, Police Records Specialist, Code Enforcement Officer,



Detective and non-patrol special assigned officers, whenever any of the holidays listed above falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on a Sunday, the following Monday shall be observed as the holiday. In the case where the Friday or Monday is also an observed holiday, the preceding Thursday or following Tuesday shall be observed as the holiday.

The above observed Friday or Monday holidays may be recognized at other times when mutually agreed between an employee and management.

## **ARTICLE 15 – VACATION**

### **SECTION 1. – VACATION ACCRUAL.**

Vacation time shall accrue to full-time bargaining unit members as follows:

One (1) month to forty-eight (48) months	8.000 Hrs. per month	Max 200 Hrs.
Forty-nine (49) months to (108) months	10.000 Hrs. per month	Max 300 Hrs.
(109) months to (168) months	13.334 Hrs. per month	Max 400 Hrs.
(169) months to (228) months	16.667 Hrs. per month	Max 500 Hrs.
After (229) months	20.000 Hrs. per month	Max 600 Hrs.

If the employee is hired on or before the 15th of the month, vacation leave shall accrue from the first of the month. Employees hired after the 16th of the month shall start accruing vacation leave on the first of the following month. Full-time bargaining unit members may take earned vacation if approved after completion of field training.

Any employee who is laid off, discharged, retired or separated from the City, for any reasons, prior to taking of their vacation, shall be compensated in cash for all unused vacation that has accumulated at the time of separation.

### **SECTION 2. – MAXIMUM VACATION HOURS.**

Employees may accumulate up to eighteen (18) months of accrued vacation leave at their applicable rate as set forth in Section 1.

## **ARTICLE 16 – SICK LEAVE AND WORKERS' COMPENSATION**

### **SECTION 1. – SICK LEAVE CREDIT.**

Full-time bargaining unit members shall be credited with eight (8) hours of sick leave per month for each full month worked. Part-time bargaining unit members shall be credited with sick leave on a pro rata basis provided at least eighty-seven (87) hours were worked in the month.

Absences chargeable to sick leave shall be charged for actual time absent rounded to the nearest quarter (1/4) hour.

## **SECTION 2. – ACCUMULATION.**

Earned and unused sick leave shall be accumulated from year to year at the rate of one (1) day per month to a maximum of twelve hundred (1200) hours.

## **SECTION 3. – ENTITLEMENT.**

After completion of one (1) month of employment, bargaining unit members will be entitled to utilize sick leave for the employee's own illness doctor or dental appointments or the illness of a member in the immediate family. "Immediate family" for the purpose of this Article is defined as either mother, father, *in loco parentis* relationships, spouse, child or any relative living in the immediate household of the employee.

## **SECTION 4. – SICK LEAVE FOLD-IN.**

A. **Sick Leave Fold-in Abolished.** The parties have previously elected that bargaining unit employees will be entitled to 'fold in' one half (1/2) of the unused sick leave hours in accordance with PERS rules to be used in determining the employee's final average salary. The PERS fold-in election is abolished.

B. **HRA VEBA Payment Upon Retirement.** Bargaining unit members' sick leave balance will be paid into the member's HRA VEBA account. The value of the computation shall be determined based on the employee's regular hourly rate of pay at the time of retirement. The City payment to HRA VEBA on the employee's behalf shall reflect payment for all hours of sick leave unused at the time of retirement.

C. **Legal Requirements Related to HRA.** Employees shall not have access to the value of this payment in cash or other equivalent, and this election is irrevocable by individual employees, and shall be subject to modification only by amendment to the Collective Bargaining Agreement in order to remain in compliance with Internal Revenue Service regulations and HRA VEBA plan requirements.

## **SECTION 5. – OCCUPATIONAL INJURY AND ILLNESS AND COORDINATION OF BENEFITS.**

Employees will be insured under provisions of the Oregon State Workers' Compensation Act for injuries and illnesses incurred and/or received while in the employ of the City.

An employee who is entitled to receive Workers' Compensation time loss payments is compensated an amount computed by the Workers' Compensation insurer as provided by law based upon annualized earnings (base wage plus premiums, incentives and overtime). The employee shall receive these payments during the time loss eligibility period as provided by law.

In addition, during the first one hundred and eighty (180) days of a Workers' Compensation time loss due to an on the job injury or illness, if the time loss payment from the Workers' Compensation insurer is determined by the City to be less than the employee's annualized earnings (base wage plus premiums, incentives and overtime net of taxes), the City will pay to the employee an amount equal to the difference between the Workers' Compensation payment received and the employee's net regular salary.

During the first one hundred and eighty (180) days, if the employee returns to light duty and the employee's compensation received for light duty and time loss payments is less than the employee's net regular salary, the employee may use accrued sick leave and the City will pay to the employee an amount equal to the difference between the compensation currently received and the employee's net regular salary.

Beginning on the one hundred and eighty first (181st) day after the date of injury, the employee may use any form of paid time off including accrued comp time, holiday credits, and vacation credits and any accumulated sick leave if the employee desires to supplement Workers' Compensation payments under this Agreement so that the injured employee receives the employee's net regular salary. Health care practitioner (HCP) progress reports may be required prior to approval of payments under this Article.

Under no circumstance may an employee use accrued paid leave to exceed the employee's net regular salary.

An employee may notify the City that the employee does not want the leave charged against accrued leave, and the employee will remain in time loss and/or other appropriate protected leave status.

For the purposes of this Section, "net regular salary" is calculated based upon the formula used by the Workers' Compensation insurer as provided by law.

While an employee is out on Workers' Compensation the employee shall be entitled to accrue full holiday, vacation, sick leave and other leave accruals they would otherwise earn and be eligible for if the employee was working the full month.

#### **ARTICLE 17 – BEREAVEMENT LEAVE**

An employee is entitled to receive three (3) workdays paid leave if travel is less than 150 miles one way and five (5) workdays paid leave if travel is in excess of 150 miles one way for a death sustained in the employee's immediate family. For the purpose of this article, "immediate family" is defined as either mother, father, grandparent of the employee or employee's spouse, spouse's child, child's spouse, brother, sister, in-laws or any relative living in the immediate household of the employee.

For the purpose of this article, workdays shall mean an employee's normal workday as defined in Article 9, Section 2 of this agreement.

## **ARTICLE 18 – UNPAID LEAVE OF ABSENCE**

A regular employee may be granted a leave of absence without pay up to six (6) months when, in the judgment of the City, the work of the department will not be seriously handicapped. Requests for such leave must be in writing and establish reasonable justification for the leave and the beginning and ending time of the leave. Employees on leave of absence shall be reinstated to their position upon the ending time stated in the leave request.

## **ARTICLE 19 – HEALTH AND WELFARE**

### **SECTION 1. – COVERAGE**

A. Effective upon execution of this Agreement, and for the term of this Agreement, the City agrees to provide the following types of insurance coverage: medical-hospital, dental, prescription, and vision for full-time employees and their dependents. Part-time bargaining unit employees (those whose regularly scheduled hours are 24 or more per week) eligible for insurance shall receive the benefit or may disclaim it if permitted by the health insurance plan provider. The City and employee premium costs shall be pro-rated based on the regular hours of work approved for the part-time position, provided that the employee shall not be required to contribute a portion of premiums in excess of the amount permitted by CIS rules.

B. The insurance plans referenced in this Section 1 shall be the City County Insurance Services (CIS) plans currently in effect.

C. The following plans are offered and in effect:

(1) Regence PPO Copay B \$500 deductible plan with Alternative Care and VSP Vision (12/12/24) through December 2019, Safety Glasses for all plan participants and dependents.

(2) Effective from and after January 1, 2020, employees shall be enrolled in VSP-1 which will replace the VSP Vision (12/12/24) Plan. Effective from and after January 1, 2021, VSP-A will replace the VSP-1 Plan.

(3) The Kaiser no deductible Copay Plan B: Alternative Care & Vision.

(4) The Willamette Dental A Plan will be replaced by a new Willamette Dental Plan on January 1, 2021.

### **SECTION 2. – PREMIUM CONTRIBUTIONS.**

A. During the term of this Agreement, the employee will contribute two percent (2%) of the monthly premium cost of employee selected health insurance benefit.

B. Employees' premium contribution of two percent (2%) shall be paid by payroll

deduction on a pre-tax basis.

### **C. SECTION 3. -- WAIVER**

During the life of this Agreement the Association waives the right to file a grievance or an unfair labor practice charge regarding changes in the current insurance plan benefits and levels of coverage when the change is made solely at the discretion of the carrier and unilaterally implemented by the City. Each party pledges to devote best efforts, cooperation and collaboration which neither will unreasonably withhold in order to address such changes, if they occur.

### **SECTION 4. – SHORT-TERM DISABILITY.**

A. All full-time regular City bargaining unit members will be covered by the City's self-funded short-term disability program. The program will provide wage continuation of 50% of employee salary and maintain health benefits from the date of the incident for a qualified short-term disability event. The employee may utilize accrued sick leave, vacation and holiday hours in any order to receive full wage continuation during the period while the short-term disability program benefit is provided. The short-term disability program benefit is limited to a maximum of ninety (90) calendar days in any twelve (12) month period. The intent of the short-term disability benefit program is to offer financial assistance during the required long-term disability insurance waiting period defined by the group long-term disability insurance policy plan document in effect. Refer to Section 4 in this Article below related to long-term disability. As used in this paragraph, a "short-term disability event" is one which the City determines (based upon information provided the employee's health care provider) is likely to lead to eligibility for the long-term disability benefit under the terms of the plan documents of the LTD policy.

B. Sick leave, vacation, and holiday time shall not accrue during STD and LTD periods of disability under Sections 3 and 4 of this Article. Seniority, as described in Article 8 of this Agreement relating to layoffs, will continue to accrue up to the first ninety (90) days of any disability period regardless of how it is or is not otherwise compensated.

C. An employee eligible for and receiving short-term disability payments under this Section 3 shall be ineligible to receive donations of sick leave from other employees, but eligible for donations of vacation and holiday in accordance with practice and City policy.

D. This Section 3 related to short-term disability shall be administered retroactively to January 1, 2014, consistent with the transition to the City's self-insured short-term disability benefit program.

### **SECTION 5. – LONG-TERM DISABILITY.**

A. All full-time regular employees shall be provided long-term disability benefits under a City-provided group LTD insurance policy (currently City County Insurance

Services - CIS). These benefits commence after a ninety (90)-day waiting period as defined in the LTD plan document.

B. The long-term disability benefit plan in effect defines the benefit not to exceed sixty-six and two-thirds percent (66.66%) of regular pre-disability income or two thousand dollars (\$2,000) per month, and is subject to offsets described in the insurance Plan document. This Agreement shall not be interpreted or applied to preclude the City and/or CIS from changing the Plan provider or increasing the LTD benefit.

C. No further accrual of sick leave, vacation and holiday benefits will occur during Long-term Disability. Seniority under this Agreement shall continue to accrue for up to two (2) years. Bargaining unit members' health premiums paid by the City will cease one (1) year from the date of time loss whether established through a workers' compensation claim, STD or LTD eligibility.

D. LTD disability premiums are paid by the City.

#### **SECTION 6. – PHYSICAL FITNESS CLUB.**

Upon an employee's proof of membership in a physical fitness club the City shall reimburse bargaining unit members up to fifty dollars (\$50) payment per month per employee who participates in any physical fitness club. The reimbursement is intended to cover the cost of fitness club dues for the employee only. Employees who receive this reimbursement are expected to use the fitness club regularly. This reimbursement shall be paid to the employee by the City semi-annually each December and June for dues expense paid during the prior six (6) months upon timely presentation of receipts substantiating the reimbursement requested.

#### **SECTION 7. – IRS PLAN 125.**

The City shall make available for employees an IRS Section 125 Plan at no cost to the employee.

#### **SECTION 8. – LIFE INSURANCE.**

Effective January 1, 2014, the City shall provide group life insurance benefit plus AD&D of \$20,000 (CIS). The City also shall maintain the statutory life benefit of \$10,000.

#### **SECTION 9. – WORKERS' COMPENSATION.**

The City shall provide workers' compensation insurance or self-insure in accordance with law. During the period of workers' compensation related time loss, the injured employee will continue to accrue seniority and shall be eligible for other benefits of this Agreement.

## **ARTICLE 20 – WAGES**

### **SECTION 1. – SALARIES.**

The City agrees to pay bargaining unit members the salaries provided in Appendix A of this Agreement. Salaries for part-time bargaining unit members will be prorated based on a full-time work month of 173.33 hours. An updated copy shall be provided to each employee and the Association on or before July 1 of each year.

The City shall pay the employer contribution to the Public Employees Retirement System (PERS) in accordance with the rules and regulations of the PERS Board. The City shall assume, pick-up and pay the employee contribution to PERS in accordance with the rules and regulations of the PERS Board.

NOTE: The parties recognize legal and practical uncertainties and the unliquidated nature of impacts, if any, of Senate Bill 1049 (2019). The parties' negotiation and settlement upon terms of this Agreement shall not preclude either party from seeking to bargain concerning impacts of changes imposed by Oregon law on the PERS retirement system when impacts may be determined, and either party shall be free to assert that PERS related subject(s) are permissive or prohibited subjects of bargaining at that time.

### **SECTION 2. – ANNIVERSARY DATE.**

Merit advancement shall be approved on the employee's anniversary date where the employee had been doing satisfactory work and was making normal improvement in the employee's ability to carry out the job assignment.

### **SECTION 3. – MID-MONTH DRAW.**

Employees may select a regular mid-month draw option equal to fifty percent (50%) of that employee's regular take home pay. The draw option will run for six (6)-month periods, July through December and January through June. Employees shall notify the City in writing no later than the 15th of the month preceding the six (6)-month period if they want to begin or continue the draw option for the next period.

### **SECTION 4. – DEFERRED COMPENSATION.**

A DEFERRED COMPENSATION PROGRAM, OPTIONAL TO THE EMPLOYEE, SHALL BE SELECTED AND ADMINISTERED BY THE CITY WITH EMPLOYEE INPUT FOR ALL PERMANENT BARGAINING UNIT MEMBERS.

### **SECTION 5. – DPSST CERTIFICATE PAY SCHEDULE.**

Eligible employees will be paid DPSST certificate premiums which shall be applied and paid as part of their regular rate of pay.

Officers holding DPSST Intermediate Certificate:  
5.0% x monthly base rate

Officers holding DPSST Advanced Certificate:  
10% x monthly base rate *in toto*  
for DPSST certifications.

#### **SECTION 6. – WAGES.**

- A. Effective July 1, 2020, the wage schedule in effect on June 30, 2020 shall be increased by three percent (3.0%) across the board.
- B. Effective July 1, 2021, the wage schedule then in effect shall be increased by three percent (3.0%) across the board.
- C. Effective July 1, 2022, the wage schedule then in effect shall be increased by three percent (3.0%) across the board.
- D. Effective July 1, 2023, the wage schedule then in effect shall be increased by three percent (3.0%) across the board.
- E. Effective July 1, 2024, the wage schedule then in effect shall be increased by three percent (3.0%) across the board.

Across the board percentage wage adjustments will be applied to the wage appendix and wage scales by adjusting the top step and then computing lower steps as 95% of the next higher step in the range.

When the Police Records Specialist position becomes vacant, the position will be reclassified. The salary range for this position will not be increased and will be abolished at that time.

#### **SECTION 7. – HRA VEBA.**

Each month the City will contribute two percent (2%), in addition to other compensation, of an employee's base salary to the HRA VEBA Account for the employee to be used by an employee in accordance with the terms of the HRA VEBA Trust Plan.

#### **SECTION 8. – CANINE HANDLER COMPENSATION.**

Officers assigned to serve as a canine handler shall, during periods when entrusted with the care, training and handling of a police canine, receive a premium of five percent<sup>+</sup> (5%) which the parties agree constitutes adequate and bargained compensation for both the on-duty responsibilities and time the canine handler spends off-duty devoted to routine care, feeding and grooming of the police canine. The parties intend that canine handler practices and compensation are consistent with the following understandings: canine and handler training activities are predominantly conducted on-duty; acceptance



of the canine handler assignment is based upon willingness to care for the police canine off-duty as a family pet; commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle; and, not more than 45 minutes per day is required in the interest of the City as an employer for off-duty care of the police canine. These agreements and understandings are based in part upon the Letter Ruling of September 25, 1985, of the Deputy Administrator, Wage and Hour Division, United States Department of Labor.

#### **SECTION 9. – DETECTIVE/SENIOR OFFICER COMPENSATION.**

All sworn police officers who are assigned to the detective position, and who serve at least twenty four (24) consecutive months in the detective's position, and then rotate back to patrol status, shall be paid at the top step of the police officer pay scale as listed in Appendix A.

#### **SECTION 10. – FIELD TRAINING OFFICER COMPENSATION.**

Officers assigned as Field Training Officer shall receive an additional five percent (5%) of base salary while working with a new regular officer as the regularly assigned FTO. Time spent by any officer involving the training and oversight of reserve police officers is not eligible for FTO premium pay. Time worked in the capacity of an FTO when not regularly assigned as such to a particular officer is not eligible for payment of this premium unless the Chief determines otherwise.

#### **SECTION 11. – TACTICAL INSTRUCTORS.**

Officers certified and assigned as firearms/range instructor and primary defensive tactics instructor shall receive a premium of five percent (5%) in recognition of the expertise required to direct training, plan scenarios and evaluate officer competencies and performance in order to do so.

#### **SECTION 12. – DEPUTY MEDICAL EXAMINER DESIGNATION.**

Deputy Medical Examiners will be assigned to an on-call rotation status, and shall have discretion to trade on-call periods among themselves. The on-call DME shall have use of an assigned, take-home police vehicle. When called out, the DME minimum call back shall be five (5) hours. When on-call, the DME's use of the assigned take home vehicle and availability for response is limited to Columbia, Clatsop, Washington and Multnomah counties.

### **ARTICLE 21 – INCENTIVE PAY**

#### **SECTION 1. – POLICE OFFICER FITNESS INCENTIVE.**

It is the policy of the City and the purpose of this program to enhance the public image of the law enforcement profession and to provide regular full-time employees with the Police Department with the opportunity and incentive to maintain and improve their job

skills and performance.

A. Physical Fitness.

All officers are required to take the physical fitness tests set forth below. These tests will be given annually, prior to July 1. The tests to be used are:

- 1.5-mile run/walk
- Push-ups
- Sit-ups
- Sit and Reach

All employees hired after February 2001 shall be exclusively tested using the DPSST obstacle course outlined in the attached Exhibit C.

Appendix "B" sets out the tests and incremental steps. Exhibits A, B, C, and D are commentaries on administering the tests and how individuals receive incentive pay.

The 1.5 run/walk or step test is mandatory. An officer may elect to take two out of three of the other tests.

In order for an officer to pass the physical fitness requirement above, they must meet a minimum fitness of forty (40) percentile in Appendix B. Passing means passing all tests at the forty (40) percentile.

An officer who passes the physical fitness requirement above will receive a five percent (5%) fitness premium computed based upon base pay. An officer who performs at the fifty (50) percentile level will receive an additional twenty dollars (\$20) per month above the five percent (5%) and those officers who perform at the sixty (60) percentile level will receive forty dollars (\$40) per month above the five percent (5%). The officer's regular rate of pay shall be adjusted by these amounts.

Officers will not be retested until the next annual test at which time they will again have to meet physical fitness standards. The pay increase shall be effective on July 1 of each year for the officers who pass the annual test. Passage of the test at any other time will result in a pay raise which shall be effective on the date a successful score is achieved.

B. Accident or Injury.

An officer shall not be disqualified due to any temporary physical injury, illness, accident, or injury that results in a doctor's prohibition of exercise. The prohibition of exercise must specify exactly which tests under this article the officer is unable to perform. All tests not specified must be performed at the officer's current established performance level. Upon reinstatement by the doctor, employees shall have a reasonable length of time to re-qualify as determined by the fitness evaluation committee.

C. Review Committee.

There will be a three (3)-member review committee selected to review any appeal raised. The committee will consist of the Lieutenant, a Sergeant and a Patrol Officer. Membership can vote to select the Sergeant and Officer members of this committee. The Police Chief will accept recommendations from the review committee.

**SECTION 2. – OTHER INCENTIVE PAY.**

Non-sworn employees shall receive incentive pay of forty dollars (\$40) per month beginning the month during which eligibility is established by receipt of certification for CPR and the Multimedia First Aid course.

**ARTICLE 22 – PER DIEM ALLOWANCE**

Per Diem allowance shall be paid to any bargaining unit member assigned on business outside the service area based on current City of St. Helens policy in effect as of June 30, 2008.

**ARTICLE 23 – CLOTHING, UNIFORMS AND DUTY WEAPON**

If police department employees are required by the City to wear uniforms, the City shall reimburse such employees at the rates and in the manner described in this Article. Half (1/2) of that reimbursement shall be made on July 15 and half (1/2) on January 15.

A. The uniform allowance shall be one thousand one hundred dollars (\$1,100) per calendar year for sworn officers, one thousand four hundred dollars (\$1,400) per calendar year for Detective, and seven hundred dollars (\$700) per calendar year for Animal/Code Enforcement Officers.

B. Sworn officers regularly assigned as detective will receive Department issued branded polo shirts for approved on-duty wear and shall acquire 5.11 or other pants as determined by the Chief of Police.

C. CIRT Team members will be issued necessary uniforms and equipment required to perform unique CIRT duties. Employees who are members of the CIRT Team will receive reimbursement for any CIRT Team uniform or equipment item purchased by the officer with prior approval of the Chief or his designee.

D. Records and Evidence Specialists shall be provided Department branded polo shirts and a jacket for on-duty wear and will be issued 5.11 or other pants as determined by the Chief of Police.

E. Reimbursements described in this article will be paid by the City upon presentation by the employee of receipts and product descriptions of purchased items which demonstrate that the expense represents an ordinary and necessary business

expense excludable from income in accordance with the *IRS Fringe Benefit Guide* which includes authorized police equipment and duty uniform attire not adaptable to general use.

F. At time of hire a sworn officer shall select and acquire from among pre-approved firearms a personally owned duty side-arm as the officer's preferred, personally owned weapon. Upon satisfactory completion of probation, the officer may apply for and receive a one-time reimbursement based on receipt and proof of purchase in connection with employment by the City of the cost of purchase of a primary duty firearm and holster up to six hundred dollars (\$600) maximum. The parties consider the cost and reimbursement amount for this equipment to be an ordinary and necessary business expense properly excludable from income. All on and off-duty use of the firearm will be consistent with City policy and law, and therefore inherently not a "personal use" which is personally beneficial. *IRS Fringe Benefit Guide* § 15 regarding equipment and listed property.

#### **ARTICLE 24 – UPGRADE PAY**

Whenever an employee is assigned the duties of a higher classification such as detective duties for more than thirty (30) consecutive days that employee shall be compensated for such shifts at the higher rate.

#### **ARTICLE 25 – SPECIAL ASSIGNMENTS**

All special assignments to include, detective, school resource officer and canine handler shall work on rotating basis. At the end of the rotation, officers involved in these assignments may ask for an extension of their assignment. That request must be made in writing to the Chief of Police or his designee. Upon a mutual agreement, the assignment may be extended for a period of time as determined by the Chief of Police.

The City will assign the most qualified employee as selected by the Chief of Police during a selection process designated by the City.

Employees serve in special assignments for a rotation determined by the City at the time of the assignment. However, the Chief of Police retains the right to reassign at any time based on the needs of the department. The Chief of Police shall not abuse his discretion nor act in an arbitrary and capricious manner.

At the end of a rotation, the Chief of Police may elect to start another selection process and assign another member to the position, or to extend an incumbent by mutual agreement.

Canine handlers shall remain in their assignment for the working life of the dog. A canine may be assigned to a different handler for good and sufficient reasons that do not constitute an abuse of discretion and are not arbitrary and capricious.

The Association and the City have previously bargained and agreed to provide for a

Court Security position. This duty shall be performed by on duty personnel as assigned daily or periodically by shift supervisors.

### **ARTICLE 26 – PROTECTED LEAVES**

The City will grant and administer protected leaves in accordance with Oregon and federal laws related to such leaves, including those associated with family leave, pregnancy and parental leaves. The City will maintain City policies related thereto which reflect the law as amended periodically, and shall provide to the Association changes and updates concerning which the Association may request to bargain as provided by law.

### **ARTICLE 27 – SAVINGS CLAUSE**

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of any such decision, the subject parties agree to immediately attempt to negotiate a substitute for the invalidated Article, Section or portion thereof. All other provisions of this Agreement and the Agreement as a whole shall continue without interruption for the term thereof.

Negotiations shall be conducted under the provisions of ORS 243.698.

### **ARTICLE 28 – FUNDING**

The parties to this Agreement recognize that revenue necessary to operate the City's service programs and its facilities and operations must be approved by established budget procedures and, in certain circumstances, by vote of the people. The City makes no guarantee as to budget passage, voter approval or level of employment in the Department.

### **ARTICLE 29– EXISTING CONDITIONS**

Existing work rules, practices, and conditions which are not modified by this Agreement shall continue in effect. No work rule or practice shall be adopted which is inconsistent with the provisions of the Agreement or the requirements of Oregon law.

The City agrees to notify the Association, in writing, prior to changing existing work rules or adopting new rules.

Should the Association disagree with a new rule(s), the City, upon request, shall meet with the Association to discuss their concerns.

Any dispute concerning new rules may be submitted at Step 3 of the Grievance Procedure. Such a rule shall not be effective until the dispute is resolved through the

grievance procedure.

### **ARTICLE 30 – LEGAL FEES**

The Association shall take steps periodically necessary to insure that all eligible members of the St. Helen's Police Department are enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California. Eligible members include all sworn regular police officers and reserve officers, retirees working back as such as authorized by law and this Agreement, including police supervisors and command level police executives who are sworn Oregon police officers, as well as all non-police officer public safety employees represented by the Association as defined in the Summary Plan Description of the PORAC Legal Defense Fund.

During the first calendar week of December, March, June and September of each year, the City and Association shall cooperate to ascertain the amount due to PORAC by reason of participants' enrollment in coverage of Plan II relating to services and representation in civil and criminal actions. The City shall pay to the Association the full amount of such costs during the first half of such months in order to enable the Association to remit full costs to PORAC on or before the due dates of December 31, March 31, June 30 and September 30.

Coverage and PORAC participation shall be arranged by the City and Association following ratification of this Agreement by the parties with the first calendar quarter costs prorated from inception for the first calendar quarter that PORAC coverage is in effect.

Exclusively for the purpose of representation of reserve officers in regard to civil and criminal issues that arise in the context of critical incidents, reserve officers shall be special members of the Association. The City shall remit periodically to the Association funds necessary for PORAC Legal Defense Fund participation provided for in this Article 30.

This Article shall not be applied retroactively; however, following ratification during 2014 the parties shall cooperate to obtain PORAC coverage and determine a *pro rata* premium payment for the quarter(s) involved.

### **ARTICLE 31 – DURATION AND TERMINATION**

This Agreement shall become effective from and after the first of the month following the month during which this Agreement is ratified by the City Council, and shall remain in full force and effect through June 30, 2025 and during negotiations for a successor Collective Bargaining Agreement. The Association agrees to enter into negotiations no later than March 1, 2025, to renegotiate this Agreement. After ratification, this Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties. Only those terms and benefits of this Agreement explicitly made retroactive or increases in benefits unilaterally implemented

mid-term shall be deemed to have retroactive application.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Provided however, neither party will rely on 2007 bargaining history related to hiring incentives to assert any future position concerning relative rights of the parties under the PECBA. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

EXECUTED THIS \_\_\_\_\_ day of March, 2020.

**FOR THE  
ST. HELENS POLICE ASSOCIATION**

**FOR THE  
CITY OF ST. HELENS**

\_\_\_\_\_  
Jeremy Howell, President


\_\_\_\_\_  
Rick Scholl, Mayor

\_\_\_\_\_  
Dylan Gaston, Vice President

\_\_\_\_\_  
John Walsh, City Administrator

**Approved as to form:**

\_\_\_\_\_  
Elizabeth Lemoine, Of Counsel for  
The Association

  
\_\_\_\_\_  
Akin Blitz, Of Counsel to the  
City of St. Helens

## APPENDIX A – WAGE SCHEDULE

**[NOTE: Add Police Support Specialist per MOA . PSS Step 1 is 5% above the Police Records Specialist Step 1. Step differentials are maintained at the contract interval.]** Wages shall be the following monthly base rates which shall be applied, and thereafter adjusted as provided for in this Agreement.

Police Union Employees - July 1 2021	MONTHLY SALARY RANGE					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Records and Evidence Specialist	3,498	3,682	3,876	4,080	4,295	4,521
Code Enforcement Officer	3,858	4,061	4,275	4,500	4,737	4,986
Patrol Officer	4,737	4,986	5,248	5,524	5,815	6,121
Detective						6,429

Police Union Employees - July 1 2022	MONTHLY SALARY RANGE					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Records and Evidence Specialist	3,603	3,793	3,992	4,202	4,423	4,656
Code Enforcement Officer	3,974	4,183	4,403	4,635	4,879	5,136
Patrol Officer	4,879	5,135	5,406	5,690	5,990	6,305
Detective						6,622

Police Union Employees - July 1 2023	MONTHLY SALARY RANGE					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Records and Evidence Specialist	3,711	3,906	4,112	4,328	4,556	4,796
Code Enforcement Officer	4,093	4,309	4,535	4,774	5,025	5,290
Patrol Officer	5,025	5,289	5,568	5,861	6,169	6,494
Detective						6,821

Police Union Employees - July 1 2024	MONTHLY SALARY RANGE					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Records and Evidence Specialist	3,822	4,024	4,235	4,458	4,693	4,940
Code Enforcement Officer	4,216	4,438	4,671	4,917	5,176	5,449
Patrol Officer	5,176	5,448	5,735	6,037	6,354	6,689
Detective						7,025



## EXTENSION OF MATERIALS AND SERVICES CONTRACT

This Extension is made on March 4, 2020, between City of St. Helens, an Oregon municipal corporation ("St. Helens"), and **Hasa, Inc.** ("Contractor").

### RECITALS

**A. WHEREAS**, on or about March 6, 2019, St. Helens and Contractor entered into a contract ("Contract") in which Contractor agreed to provide materials ("Materials") and services ("Services") of 12.5% Sodium Hypochlorite to the Wastewater Treatment Plant; and

**B. WHEREAS**, Paragraph 4 of the Contract provides that the contract terminates on March 31, 2020, and that the City reserves the right to extend the contract for a period of two (2) years in one (1) year increments; and

**C. WHEREAS**, St. Helens and Contractor mutually desire to extend the term of the contract for an additional year.

### AGREEMENT

**NOW, THEREFORE**, the parties mutually agree as follows:

**1.** The termination date of the contract signed on or about March 6, 2019, shall be amended to reflect a **termination date of March 31, 2021**, unless earlier terminated according to the terms of the Contract.

**2.** Terms of Compensation are amended from \$0.99 per gallon to \$1.01 per gallon.

**3.** All other terms and conditions of the Contract, as previously amended, shall remain in full force and effect other than as specifically amended herein.

**ST. HELENS:**

**CONTRACTOR:**

**CITY OF ST. HELENS**, an Oregon  
municipal corporation

**HASA, INC.**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



, Inc.

## Price Quote

2/12/2020

**To: City of St Helens - WWTP**

451 Plymouth

St Helens, OR 97051

Aaron Kunders

Ship To	Contract Start Date	Contract End Date	Product Code	Item	Pkg	Size (gal)	Qty	Customer owned Container	Deposit	Delivered	Will Call	Changed
City of St Helens - WWTP	4/1/20	3/31/21	07000	Multichlor - 12.5%	Bulk	-	5000	-	-	\$ 1.01	-	

***PAYMENT TERMS:***

Net 30 days

***DEPOSITS:***

See deposit schedule above

***DEMURRAGE:***

2 hrs free unload time / \$17.50 p/quarter hr. thereafter

***Quotation submitted by:***

Gabe Talese

Cell: (360) 218-8742

Email: gabetalese@hasapool.com

## **CONTRACT PAYMENTS**

City Council Meeting  
March 4, 2020

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**David Evans and Associates Inc.**

Project: N. Vernonia Road Sidewalks (INV#461233)

**\$3,174.09**



**DAVID EVANS  
AND ASSOCIATES INC.**

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

Invoice Number 461233  
Invoice Date February 19, 2020  
PO Number  
Page 1 of 1

Work Beginning 12/29/2019 through 02/01/2020

Manager: Paul Tappana

Project STHN0000-0001: N. Vernonia Rd. Sidewalks

Contract End Date: 12/31/2020

		Current Hours	Rate	Current Amount
<b>Contract Work Performed</b>				
Office/Clerical	Lori Hicks	0.80	89.59	71.67
Project Coordinator I	Chase Heern	0.50	58.90	29.45
Project Coordinator III	Alisha Reynaldo	1.20	93.00	111.60
Project Engineer	Taisei Imamura	23.80	117.80	2,803.64
Project Manager	Paul Tappana	1.00	157.73	157.73
<b>Subtotal</b>	<b>Contract Work Performed</b>	<b>27.30</b>		<b>3,174.09</b>

**Invoice Total**

**\$3,174.09**

Invoiced by: Chase Heern

APPROVED FOR PAYMENT

INIT DATE  
ACCOUNTS PAYABLE  
FINANCE 2-26-20  
SUPERVISOR 2-25-20

205-000-53019

Aged Receivables as of 2/18/2020

<u>0 To 30 Days</u>	<u>31 To 60 Days</u>	<u>61 To 90 Days</u>	<u>Over 90 Days</u>	<u>Total Outstanding</u>
\$4,615.04	\$0.00	\$0.00	\$0.00	\$4,615.04

# DAVID EVANS AND ASSOCIATES, INC.

## Project Billing Budget Summary (by WBS)

12/29/2019 - 02/01/2020

Phase	WBS Description	Contract Amount	Billed This Period	Previously Billed	Billed To Date	Remaining Contract	% Billed	% Completed
00101	Project Management	9,175.00	370.45	5,437.61	5,808.06	3,366.94	63%	40%
00204	Topographic Data	298.00	-	-	-	298.00	-	100%
00301	Wetland Memo	1,879.00	-	2,333.38	2,333.38	(454.38)	124%	100%
00401	Public Meeting	2,283.00	-	-	-	2,283.00	-	-
00402	Residents Meeting	2,254.00	-	-	-	2,254.00	-	-
00501	Utility Relocations	4,929.00	-	404.09	404.09	4,524.91	8%	10%
00601	Concept (30%) Sidewalk Design	25,292.00	-	26,196.87	26,196.87	(904.87)	104%	100%
00602	Concept (30%) Cost Estimate	4,968.00	-	2,513.32	2,513.32	2,454.68	51%	100%
00701	Final (100%) Sidewalk Design	26,449.00	2,803.64	-	2,803.64	23,645.36	11%	15%
00702	Final (100%) Cost Estimate	3,519.00	-	-	-	3,519.00	-	-
00703	Final (100%) Specifications	5,590.00	-	-	-	5,590.00	-	-
00801	Bid Support	1,222.00	-	-	-	1,222.00	-	-
EXP	Expenses	619.00	-	340.46	340.46	278.54	55%	50%
SUBKLS	Sub: KLS Surveying	11,410.00	-	11,410.00	11,410.00	-	100%	100%
		<b>99,887.00</b>	<b>3,174.09</b>	<b>48,635.73</b>	<b>51,809.82</b>	<b>48,077.18</b>	<b>52%</b>	<b>52%</b>



DAVID EVANS  
AND ASSOCIATES INC.

February 19, 2020

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

**SUBJECT: N. Vernonia Rd. Sidewalks, R-687**  
**Invoice and Progress Report No. 7**

Dear Ms. Nelson:

Enclosed is the Invoice and Progress Report No. 7 for Preliminary Engineering (PE) Services for the N. Vernonia Rd. Sidewalks (R-687) Project. This information covers the period of December 29, 2019 through February 1, 2020.

Please note that there may be some costs associated with the activities performed during this period, which have not yet cleared our accounting system. These costs will be invoiced in the billing period in which they are received.

Please review the enclosed information and let us know how we may modify the data to make it more meaningful to you. If you have questions or need additional information, please call me or my project assistant Alisha Reynaldo at 503-480-1312.

Sincerely,

**DAVID EVANS AND ASSOCIATES, INC.**

Paul Tappana  
Project Manager

PDT:anre  
Enclosures



## **N. Vernonia Rd. Sidewalks: R-687**

### **Progress Report No. 7**

**For the period:**

**December 29, 2019 through February 1, 2020**

**February 19, 2020**

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**Submitted via email to:**

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

**Prepared by:**

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

**PROGRESS REPORT NO. 7**  
**For the period December 29, 2019 through February 1, 2020**

**N. Vernonia R. Sidewalks: R-687**

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**Contract NTP: February 22, 2019**

**Contract End: December 31, 2020**

**Contract Values:**

Current Contract NTE: \$99,887.00

Previously Billed: \$48,635.73

Current Billing: \$3,174.09

Remaining \$48,077.18

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**Work Performed in Reporting Period:**

1. Project management / coordination
2. Invoicing
3. Realign sidewalk to meander through corridor

**Anticipated Upcoming Work**

1. Work toward a 99% submittal for review.



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

City Council Meeting ~ March 4, 2020

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**Pending applications received:**

<b><u>Name</u></b>	<b><u>Interest</u></b>	<b><u>Date Application Received</u></b>	<b><u>Referred by Email To Committee(s)</u></b>
• Joshua Hughes	Arts & Cultural Commission	7/30/19	8/4/19
• Andrea Luttrell	Arts & Cultural Commission	9/27/19	9/30/19
• Chris Warr-King	Arts Comm. & Planning Comm.	2/18/20	2/18/20
• Dana Lathrope	Arts, Parks & Trails, Planning	2/18/20	2/18/20
• Jennifer Pugsley	Planning Commission	2/21/20	2/22/20

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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.

## **Planning Commission (4-year terms)**

- Julie Steinberg resigned. Her term expires on 12/31/2021.

**Status:** A press release was sent out on February 13 with a deadline of March 12.

**Next Meeting:** March 10, 2020

**Recommendation:** None at this time.

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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**  
*Consent Agenda for Approval*

**CITY COUNCIL MINUTES**

Presented for approval on this 4<sup>th</sup> day of March, 2020 are the following Council minutes:

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2020

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- Work Session, Public Hearing, and Regular Session Minutes dated January 15, 2020
- Work Session, Public Hearing, and Regular Session Minutes dated February 5, 2020
- South County Leadership Collaborative Special Session Minutes dated February 12, 2020

**After Approval of Council Minutes:**

- ☐ Scan as PDF Searchable
- ☐ Make one double-sided, hole-punched copy and send to Library Reference
- ☐ Minutes related to hearings and deliberations get copied to working file
- ☐ Save PDF in Minutes folder
- ☐ Update signature block on Word document in Granicus & Publish
- ☐ Copy Word document into Council minutes folder on Administration drive
- ☐ Update file name & signature block of Word ES document & copy in Admin drive
- ☐ Email minutes link to distribution list
- ☐ Add minutes to ORMS
- ☐ Add packet and exhibits to ORMS
- ☐ File original in Vault
- ☐ Update minutes spreadsheet

# City of St. Helens City Council

Work Session Minutes

January 15, 2020

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

**Members Absent:** None

**Staff Present:** John Walsh, City Administrator  
Kathy Payne, City Recorder  
Matt Brown, Assistant City Administrator  
Margaret Jeffries, Library Director  
Jacob Graichen, City Planner  
Sue Nelson, Interim Public Works Director  
Brian Greenway, Police Chief  
Crystal Farnsworth, Communications Officer  
Jenny Dimsho, Associate Planner  
Rachael Barry, Government Affairs and Special Projects Coordinator  
Tina Curry, Event Coordinator

**Others:** Christine Menges Pam Rensch  
Herb Bailey Mike Mangold  
Nate Smith

THE VIDEO RECORDING DID NOT WORK FOR THIS MEETING.

1) **1:00 PM - Call Work Session to Order**

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

- ◆ Herb Bailey & Nate Smith of Hudson Garbage Service. Thanked the Mayor and Council for their support of the Bike Build event. They built and distributed 152 bikes that were distributed from South County all the way to Clatskanie. It was emotional because this is very important to the kids. Herb reported that he has taken on a new role with the company. Nate will be taking on the district of Hudson Garbage Service.

Nate gave some information on his background. Herb said he is not unplugged from the community. He's just taking on a new role at the region office. They are committed to the City. Hudson Garbage celebrates 50 years of service this year.

3) **Discussion Topics**

3.A Communications 2nd Quarter Report – Crystal  
Communications Officer Farnsworth reviewed her report. A copy is included in the archive meeting packet.

Council President Morten has heard frustrations about the low volume on Comcast Ch. 29. It's an important communication tool with our citizens. Finance Director Brown reported that today would have been the first meeting using our new microphones. Unfortunately, the video recording system is not working today.

3.B Discuss Proposed Lateral Police Officer Applicant Incentive - Brian  
Police Chief Greenway reviewed his report. A copy is included in the archive meeting packet. He gave the Council some history on the profession and the struggle across America to get qualified applicants. Hiring a lateral officer saves the City money and gets an officer on the street faster. They have been very successful with hiring laterals. Many jurisdictions are offering signing bonuses. His proposal is to have a \$10,000 signing bonus for laterals, or they could use the existing housing incentive, but not both. He reviewed what other cities are doing to entice lateral officers. In addition to the signing bonus, he is proposing that lateral candidates be allowed to transfer up to 120 hours of their vacation. One of the challenges with getting a new employee is that they have a lot of personal things to take care of if they relocated here. This would allow them to have time to take off as needed. He proposes the signing bonus being paid in three increments: \$3,000 at the time of hiring; \$3,000 after their six-month anniversary; and \$4,000 after their 12-month anniversary. This is a continued effort to make us the best and safest community in Oregon.

Mayor Scholl loves the idea of a signing bonus. However, he would like to see it stretched over two years instead of 12 months.

Councilor Carlson wants to be sure they feel appreciated in the work environment, not just financially. Greenway agreed with the need to value and recognize employees. It comes down to leadership. There's a fine balance.

Discussion ensued about the hiring bonus and vacation time transfer. Assistant City Administrator Brown added how much money is being saved by hiring a lateral.

Consensus of Council to offer \$3,000 on the hire date; \$5,000 after a year; and \$5,000 after two years.

Councilor Topaz has a different view of the whole mess. He agreed with the original signing bonus of hire date, six months, and 12-months. He doesn't think the new hire should use vacation time for doing things like putting their utility bills in their name when they relocate to work here. They should be given free time to do that. We're competing against other police departments and other industries. He would like to keep as many people here as possible.

Council President Morten clarified that vacation time can be used for time to take care of things that need to be done when they relocate or an actual vacation. He asked if Topaz wants to increase it to 140 hours. Topaz said yes.

Discussion of vacation time transfer. New hires can only transfer what they have banked from their previous job. Consensus to only transfer 120 hours.

Mayor Scholl expressed his appreciation of our officers.

### 3.C Columbia View Amphitheater Discussion - Jenny

Associate Planner Dimsho was in attendance to present this item. A copy of her report is included in the archive meeting packet. A replacement of the gazebo is needed in the park. Before they come up with a funding plan, they need to know how the gazebo will be designed. They can either hire an architect or designer to come up with a stage that fits the space; or they can hire a contractor that does prefabricated stages. Dimsho asked for feedback on the stages in her report.

Some priorities of the Council would be to have a stage that is:

- Open all around it to not block the view
- Elevated
- Storage area for sound equipment
- Avoid fabric that could mold or tear
- Consider all kinds of events for the space
- Handicap accessible
- Visible for boaters
- Compatible with the riverfront development
- Weather protection
- Sound

Council preferred stages #1 and #3, which are wood and steel, with storage.

### 3.D Discussion on Proposed Recreation Center Rental Rates - Matt

Assistant City Administrator Brown presented this item. A copy of his proposal is included in the archive meeting packet.

Discussion ensued about building availability and food allowed. Brown clarified that no one can come there with the anticipation of being fed, such as banquets and weddings. You can bring something like cookies or donuts.

### 3.E Review Site Plan to St. Helens RV Park - John

City Administrator Walsh distributed copies of the proposed RV park. It is a 45-unit mix that is proposed to integrate with the Recreation Center building.

Council President Morten asked what happens to the Recreation Center with this plan. Walsh responded that it would be the office for the RV park during the day and there would be a camp host after hours. Morten agreed that was the original vision for the Recreation Center building, that it would facilitate a host and be the main office to manage the site. What would happen to the Recreation Program? Walsh said that would be up to the Council. Councilor Carlson added that a lot of the Recreation Programs happen off site at the school buildings or parks.

Council President Morten really likes the proposal. He likes that frontage was left open to accommodate expansion.

Councilor Topaz sees problems with this from the get-go. He would like to keep public access available along the stream. The proposal eliminates that. It interferes with the salmon habitat as well. He did some number crunching and came up with a cost of \$4 million. This is the front door to St. Helens and is not appetizing. He would prefer to see a park. This takes away most of the parking for the Recreation Center as well.

City Planner Graichen pointed out that this is preliminary. The consultant who drew this did not take our rules into consideration; such distance from the creek, required parking, etc. Discussion ensued. Council President Morten agrees this is a concept. Councilor Locke thinks it's a good start. A trail along the creek is a priority of the Council.

Consensus of Council to roll the design phase in with the St. Helens Industrial Park master plan.

### 3.F Review Lease Agreement for Masonic Building - John

City Administrator Walsh reported that the use of the building would be for tourism related things. A copy of the lease is included in the archive meeting packet. The term is two years at \$3,000 a month. They could file for tax exempt status as a municipal corporation. Other than the lease rate, the other financial consideration is that they agreed to make some building improvements.

Council President Morten would like to negotiate the monthly rate. Mayor Scholl pointed out it started higher and was negotiated lower. Councilor Carlson added that the owner would now have a tax-exempt building as well as building improvements. Mayor Scholl reported that the funds to pay for the building come out of tourism dollars. The haunted house moving in there will help pay the rent as well. Councilor Carlson is not in favor of spending that much money on a building. Council President Morten had the same concern but then thought about how long that building has been vacant.

### 3.G Planning Division Report - Jacob

City Planner Graichen reviewed the November and December 2019 Planning Division reports. Copies are included in the archive meeting packet.

- Floodplain updates
- Housing Needs Analysis
- Updated the Zoning and Comprehensive Plan maps
- Land Use file retention
- St. Helens Industrial Park Wetland Delineation. Mayor Scholl would like to review what other surrounding jurisdictions have for wetland regulations compared to ours.

### 3.H Discussion on Floodplain Regulations - Jacob

City Planner Graichen reviewed his report. A copy is included in the archive meeting packet. They do have some flexibility on floodplain regulations. He is looking for two things:

1. Consensus to proceed with the amendments.
2. The Council's position on elevation. It can be anywhere from zero to three feet.

Graichen reported that current Code requires one foot for residential structures and zero feet for non-residential. He recommends one foot for both residential and nonresidential. After reviewing the slides and discussion, the majority of the Council agreed with one foot for both. Mayor Scholl was in favor of keeping them less restrictive at current Code. Consensus of Council to proceed with the amendments.

### 3.I Discussion of Accessory Structure Regulations - Jacob

City Planner Graichen instructed the Council to disregard the memo in the packet. The window of time to work and focus on Code amendments is quickly closing. His focus this year is to process development proposals quicker. It was discussed at the previous two Planning Commission meeting. Currently, the Development Code requires an Accessory Structure Permit if the structure is 120 square feet or greater. Several years ago, the Building Code changed it to



200 square feet or larger. He proposes to increase the number to 200 to align with the Building Code. The difference has led to confusion with citizens. The Planning Commission concurred with the change.

Council concurred with the proposed change. Graichen will include the proposed change with the next amendment changes.

### 3.J Millard Road Property Zoning Discussion - Jacob/Jenny

City Planner Graichen reported that Pam Rensch would like to be here for this discussion and the Chase Road discussion. She is unable to be here this afternoon and requested it be postponed until tonight. Graichen will be here tonight but Dimsho will not, so he would like to at least begin discussions now but allow Pam to bring it up tonight. Mayor Scholl was not in favor of waiting until tonight to discuss it.

Graichen reviewed his memo and attachments. A copy is included in the archive meeting packet. He briefly reviewed the history with this property:

- June 2018 held a public forum to gather input
- Reviewed with Housing Needs Analysis
- At the June 5 work session, Council expressed support of Mixed Use or R7 for the southern portion, leaving a northern portion as Public Lands for a park.

Mayor Scholl disagreed. He said they discussed multi-family around the wetlands, maybe cottage clusters to R5, back around the creek to R10 to match the adjacent properties. Graichen did not agree that was discussed. R10 would be irresponsible based on the Housing Needs Analysis. He is willing to change if that's the direction Council wants to go.

Graichen went on to review the maps and reports included with his memo. The last two maps are possible options for Millard Road Park. Option one includes a larger park area, and option two includes a smaller park area. Does the Council want to select from one of the options or send back to staff for further review? Associate Planner Dimsho added that there are no existing parks in that area. The property has been zoned Public Lands since zoning has existed.

Councilor Carlson understood that it would be a natural area and trail space along the edge, smaller than the proposed. Now she is hearing about the School District redoing their fields. She would prefer one good set of fields instead of multiple fields to keep up with. She's not in favor of committing that much space to a park.

Graichen pointed out that the Comprehensive Plan includes language to acquire parklands for future use. The portion left Public Lands could remain open space for several decades but it's at least in our inventory as we grow.

Mayor Scholl is frustrated and blames staff for what this has turned into. Council envisioned a pocket park by the creek with a walking bridge. He asked Pam Rensch if she envisioned the same. She concurred. Discussion ensued. Councilor Carlson and Council President Morten envisioned the same as Mayor Scholl. Councilor Locke recalls that discussion, but no decisions were made.

Pam suggested rezoning to something developable to make it more valuable to developers. Mixed Use would be the most cost-effective. She discouraged them from rezoning the entire space Public Lands. It would be a travesty to turn this much property into a park.

It was the consensus of the Council to zone the property Mixed Use, from Maple Street to Millard Road.

3.K Millard Road Property Chase Road Access - Jacob  
Pam Rensch proposed to extend the easement for two years to give the City time to develop a plan for the property. There's a beautiful space for a small pocket park or riparian area. The rest of the property is perfect for a development.

Mayor Scholl talked about the difficulty of funding parks. He suggested using the revenue from selling the property to develop the Ross Road property into a park. He would like to focus on four parks – Waterfront, McCormick, Campbell, and Ross Road. Four done well is better than 13 hodge podge.

Discussion of Chase Road needing to be widened. That will need to happen at the time of development.

Council concurred with Pam's proposal to extend the easement for two years.

#### 4) **Department Reports**

Library Director Jeffries reported...

- Requested permission to open the Library one hour late on Friday, January 24. A staff meeting begins at 8:30 a.m., followed by a training with CCMH for interacting with people in crisis. Council concurred.
- Would like to have a fixed space to create a maker lab for the Library's hands-on science and technology program. Youth Librarian Gretchen Kolderup invited Marian Christiansen to the Library to learn about the maker program. They asked Marian if she would be willing to make the space currently occupied by the Learning Center separate from the leased space. Marian requested a proposal. After reviewing the proposal and speaking with staff, Jeffries realized there are different ideas for that space. The building is owned by the Columbia Learning Center. Their mission has changed. Her proposal is to use the space, up until July 1, to have the space vacated and readied for the Library's use. They wouldn't fully occupy the space until the fall because summer is so busy. The Building Official said they would need to address emergency lighting, hardware on doors, and build a sidewalk. That space will need to be accessed through the courtyard. Marian did ask for the City's assistance to empty the space. Jeffries will speak to the Columbia Center Board tomorrow. She plans to propose a \$300/month rent. Discussion of CCET moving down the hall and the Library utilizing their space. Jeffries will report back with more information.
- There is a "Swedish Roots in Oregon" exhibit in the hallway and in the Library. It has a lot of information about people of Swedish heritage in Oregon. It includes a segment about the Peterson baskets. Brandon Sundeen will present a program about the baskets next week.

Chief Greenway reported...

- Tonight's agenda includes a request to declare seven old police vehicles as surplus property.

Interim Public Works Director Nelson reported...

- Public Works crews have been:

- Working incrementally to repair and rebuild the steps from Grey Cliffs Park up to the bluff. It looks amazing.
- Removed fencing and vegetation at the end of Strand Street.
- Spent a lot of time preparing for storms.
- Did a lot of work prior to the heavy rains that were predicted at the end of December so we wouldn't have some of the same issues we've had in the past.
- Took down Christmas decorations.
- Cleaning up the landscaping along the highway as time allows.
- Have had a lot of interest on the water line project that is out to bid right now.

Councilor Topaz acknowledged Nelson's report at the State of the City address. Many people didn't realize how much Public Works does.

City Planner Graichen reported...

- Having Community Development Administrative Assistant Christina Sullivan has been great. He wants to be more efficient this year and not allow files to sit around long. Sullivan will be helpful for the file processing as well as being the Planning Commission secretary. Dimsho can take on more of the public hearing process and allow Graichen to catch up with some of the development review.

Finance Director Brown reported...

- The IT contract is included on tonight's agenda. He recommends remaining with Centerlogic.
- He and Walsh have discussed moving some of the tourism operations under the General Fund. That would eliminate the need for interfund loans. Consensus of Council to keep tourism in its own fund to be more transparent.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported...

- The community survey is now live and available on our website.
- Have received a revised proposal from Tokola for the Waterfront property. Does Council want to hear their presentation at a future meeting? Do they want to go out for bid for future developers?

Council President Morten would like to see their presentation but would also like to prepare to go out for bid. He is hesitant to keep going down the path with Tokola. It's been a long, long time since they presented and then never moved forward. Walsh believes there is some City benefit to hearing their presentation.

Mayor Scholl suggested putting it out for an RFQ. Tokola's proposal can be considered then. He would like to work with a marketing specialist for the property.

Discussion ensued. Consensus of Council to hear from Tokola at one of the next couple meetings.

- Shared a Rose Garden preliminary proposal for the Council to review.

Event Coordinator Curry reported...

- Will report tonight.

5) **Council Reports**

Postponed Council reports until tonight.

6) **Other Business**

None.

7) **Adjourn – 5:08p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

# City of St. Helens City Council

Public Hearing Minutes

January 15, 2020

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

**Members Absent:** None

**Staff Present:** John Walsh, City Administrator  
Kathy Payne, City Recorder  
Matt Brown, Finance Director  
Jacob Graichen, City Planner  
Sue Nelson, Interim Public Works Director  
Tina Curry, Event Coordinator

**Others:** Frank Brandon

1) **6:30 P.M. - Open Public Hearing**

2) **Topic**

2.A Comprehensive Plan & Zone Map Amendment at SE Corner of Matzen Street and Brayden Street (Multi-Tech Engineering Services)

City Planner Graichen presented the staff report. A copy is included in the archive meeting packet.

Council members had no conflict of interest or bias in this matter. There were no objections from the audience for the Council to make a fair decision.

Based upon the facts and findings in the staff report, the Planning Commission recommends City Council approve the request.

Councilor Carlson reported that the developer is proposing to put in storage units as an accessory to the apartments. The storage units are not for general rental by public.

Discussion ensued about the subject area and right-of-way access of streets and sidewalks. Council encouraged staff to ask the developer if they would be willing to connect the sidewalk to Sykes Road.

No public testimony received.

3) **Close Public Hearing – 6:48 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

# City of St. Helens City Council

Regular Session Minutes

January 15, 2020

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

**Members Absent:** None

**Staff Present:** John Walsh, City Administrator  
Kathy Payne, City Recorder  
Matt Brown, Assistant City Administrator  
Jacob Graichen, City Planner  
Sue Nelson, Interim Public Works Director  
Brian Greenway, Police Chief  
Tina Curry, Event Coordinator

**Others:** Frank Brandon  
Ken Forcier  
Natalie Caton

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

2) **Pledge of Allegiance**

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

- ◆ Ken Forcier. He is here on behalf of the Flying Eagle canoe. Willow Bill informed him that he would not be here tonight. Willow had made a request to take the Flying Eagle on a four-state journey. Ken is seeking the Council's permission to take the Flying Eagle.

Councilor Locke reported that the trailer needs work. He's in agreement with it going to Lewiston for the canoe run but will leave it up to the Council to decide if they want it traveling to further states. Ken explained that Willow uses it as an educational tool as he travels.

Council President Morten thought that the Arts & Cultural Commission was going to adopt the canoe as one of the artifacts in the City. What is the value and what does the insurance cover? What is the liability if someone gets hurt? Ken repeated that the value is the education. Councilor Locke does not know if the canoe is insured for traveling.

The Council was concerned about the insurance and the condition of the trailer. They would also like to view the proposed travel schedule.

**Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously approved the use of the canoe pending insurance and trailer inspection. [Ayes: Scholl, Carlson, Locke, Topaz, Morten; Nays: None]

4) **Deliberations - Comprehensive Plan & Zone Map Amendment at SE Corner of Matzen Street & Brayden Street (Multi-Tech Engineering Services)**

**Motion:** Upon Carlson's motion and Locke's second, the Council unanimously approved the request as proposed. [Ayes: Scholl, Carlson, Locke, Topaz, Morten; Nays: None]

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

- 5.a Agreement with Centerlogic, Inc. for IT Services
- 5.b Oregon DLCD 2019-2021 Technical Assistance Grant Agreement
- 5.c Agreement with 3J Consulting for St. Helens Industrial Business Park Master Plan Development
- 5.d Masonic Building Lease Agreement

**Motion:** Upon Locke's motion and Carlson's second, the Council unanimously approved '5a' through '5d' above.

6) **Appointments to Boards/Commissions**

- 6.a Appointments to City Boards & Commissions

**Motion:** Upon Scholl's motion and Locke's second, the Council unanimously appointed Claire Catt to the Budget Committee. [Ayes: Scholl, Carlson, Locke, Topaz, Morten; Nays: None]

7) **Consent Agenda for Acceptance**

- 7.a Parks & Trails Commission Minutes dated October 14, 2019

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

8) **Consent Agenda for Approval**

- 8.a Council Public Hearing and Regular Session Minutes dated December 18, 2019
- 8.b Animal Facility Licenses
- 8.c OLCC Licenses
- 8.d Declare Surplus Property - Police Vehicles
- 8.e Accounts Payable Bill Lists

**Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously approved '8a' through '8e' above. [Ayes: Scholl, Carlson, Locke, Topaz, Morten; Nays: None]

9) **Mayor Scholl Reports**

- Saturday's State of the City address went well. Staff did a phenomenal job on their presentations. He heard a lot of good comments from the public.
- What did we decide to do for the Riverfront property? Are we going to go out for proposals? Council discussed inviting Tokola back for a presentation but to also go out for proposals for the property. Mayor Scholl directed staff to bring this back on the next agenda.
- Capital Day is February 5. Councilor Carlson said she will be there day and will miss the work session.



## 10) Council Member Reports

Council President Morten reported...

- Big thanks to Parks Commissioners Jerry Belcher taking the seat as Past Chair, Carmen Dunn as Chair, and Elisa Mann as Vice Chair.

Councilor Topaz reported...

- He attended the COG meeting in Portland last Wednesday. They signed off five of the project areas. There are 150 still to be done. They should be able to remove dirt in five years. They discussed how far back the water should be from the Harbor's edge, which varied depending on the organization.
- With all the projects coming up, he would like to move forward to fill the Public Works Director position.
- He would like the inspectors to report to Walsh.

**Motion:** Topaz moved, and Carlson seconded to begin the process to hire a Public Works Director.

Discussion of the job description and the budget. Mayor Scholl wants the Council to be aware that even though the position is in the budget now and we've saved money from it being vacant, we may have to raise utility rates in the next year or two to cover the expense of the position.

Council directed staff to email them a copy of the job description and recruitment timeline and add it to the next agenda for review.

**Vote:** Three in favor; two opposed; motion carries. [Ayes: Carlson, Locke, Topaz; Nays: Morten, Scholl]

Councilor Topaz wants the Public Works inspectors to report to Walsh rather than the Public Works Director. Mayor Scholl was adamantly opposed. City Administrator Walsh added that the inspector positions normally report to the supervisor in their department so there is no disconnect.

- Do we have insurance if something happens to the workers or equipment at the marijuana business? Councilor Locke responded that their lease requires them to have insurance.
- There is a federal rule involving drug production that was put in place in the early 1990's to stop illegal drugs. Even though we're the owner of the building, only Walsh would be protected by the City's attorney if a federal drug inspector talks to our employees. All other employees must protect themselves by their own means. He encouraged staff to check with our City attorney for details.

Councilor Carlson reported...

- She wants to be sure we obtain contact information for whoever is taking the canoe. She would like them to share photos along the journey for the City to share.
- Youth Council is working on a couple of things:
  - Checking on schedules to attend the Youth Leadership Summit at Willamette University next month.
  - Planning a few events at the Recreation Center
    - St. Patrick's Day themed Bunco
    - Community clean-up in April on Earth Day

- Family friendly Paint Night to benefit the Recreation Center
- Thanked Les Watters and Jennifer Pugsley for their contributions to Historic Landmarks.

Councilor Locke reported...

- ACSP has their producer and processing license now. They are going to be expanding a little bit. They are still ironing out the contract and should be done soon.

#### 11) **Department Reports**

Chief Greenway reported...

- Nothing to report.

Interim Public Works Director Nelson reported...

- Nothing to report.

City Planner Graichen reported...

- Nothing to report.

Assistant City Administrator Brown reported...

- Nothing to report.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported...

- He was planning to have a 2019 year in review on his work plan but couldn't with the network down. He would like to review and update the Council's goals for 2020. Council concurred.

#### 12) **Other Business**

- ◆ Frank Brandon. He can't hear all the speakers in the back of the room.

Brown responded that there is only one mic in the room now. When they tried to put speakers back in, they created huge feedback issues. He encouraged Frank to move towards the front of the room.

Mayor Scholl informed Frank that they will investigate it.

Event Coordinator Curry reported...

- She has been contacted by a company to bring a family event to St. Helens in July, August, September, and maybe into October. It would put the City on the map. An investment will need to be made to get started but it will be a financial opportunity. She approximates it would bring 30,000 – 60,000 people here during that time. The event is LumiNights, which are like Chinese lanterns. Parts of McCormick Park would be used for the installation. The display is built in China and they bring 24 people here to install it. It's only open in the evenings. It's a fantastic light show and has a train that runs through it. She would develop activities during the daylight hours to attract visitors to stay longer.

Walsh asked how the Council feels about letting them use about six acres of space in the park. They are specifically looking at the area along the creek, behind the memorial. It should be a

revenue positive. They are asking for some front money to get the 16 semis from place to place. It will be paid back through revenue sales. Curry added that this would not be an annual event.

Mayor Scholl would like to see a report with the numbers it drew to other cities.

Councilor Locke asked where the other two shows are being held. Curry responded that they are in New York and San Diego.

Council President Morten asked what the impact would be on the community, including police. Curry responded that this is more of a summer destination. It's different than Spirit of Halloweentown.

Councilor Topaz is bothered by two things:

- China and US relations.
- Is there a privacy issue with using the interactive app?

The Council directed Curry to get more information for them including numbers, how it is secured, cost, what is required of Public Works, where it will draw visitors from, electricity needs, what it looks like, security, restrooms, etc.

Walsh suggested asking LumiNight for a business plan proposal.

- Briefly addressed a recent merchant meeting where parking was discussed. They would like to pass a resolution that allows for vehicles to be towed immediately that were parked illegally.

13) **Adjourn – 8:20 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

# City of St. Helens

## City Council

Work Session Minutes

February 5, 2020

**Members Present:** Mayor Rick Scholl  
Council President Doug Morten  
Councilor Keith Locke  
Councilor Stephens R. Topaz

**Members Absent:** Councilor Ginny Carlson

**Staff Present:** John Walsh, City Administrator  
Kathy Payne, City Recorder  
Matt Brown, Assistant City Administrator  
Margaret Jeffries, Library Director  
Brian Greenway, Police Chief  
Sue Nelson, Interim Public Works Director  
Rachael Barry, Government Affairs and Special Projects Coordinator  
Jenny Dimsho, Associate Planner  
Jacob Graichen, City Planner  
Tina Curry, Event Coordinator

**Others:**

Dana Lathrope	Brent Keller	Claire Catt
Emelia Ponti	Andrew Holder	Eric Stearns
Andrew Pletsch	Grace Stearns	Tacy McCallum
Savannah Manning	Jacob Matzke	Caleb Cox
Tony Roos	Christine Menges	

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

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

- ◆ Emilia Ponti and Amanda, representing Wildflower Play Collective. They have finally found a location at 165 N. 11th Street where TeaTime was formerly located. The location is Mixed Use and requires a Conditional Use Permit (CUP). They received a grant from Columbia Pacific CPO. Emilia requested Council waive the CUP fee. They are a non-profit, community focused organization. They are going to be a place where families with children can drop in between 8 a.m. – 8 p.m. and play. There will be trains, blocks, a play structure, and a room for infants. It gives them a place other than McDonald's for people to take their kids. They are all volunteers. They are modeling their organization after an existing North Portland organization that has been operating for over 11 years. The grant they received is specifically to launch their program. It covers the cost for families covered by the Oregon Health Plan. The grant is not automatically renewed. They would need to reapply.

City Planner Graichen reported that he has been working with them for months to help with property questions. For a lot of the properties, there have been either land use issues or

building issues. The Council can choose to approve the waiver request, deny it, or approve only a partial amount.

Discussion ensued about the program. It is not a daycare. It is a place for parents with young children to go and not feel isolated. The fee will be based on what they can pay and how much they can contribute. It serves all families.

Councilor Locke asked if there will be any other fees. Graichen responded that this is the only one he is aware of. It is a one-time fee for the life of the use.

**Motion:** Upon Locke's motion and Morten's second, the Council unanimously waived the fees.

### 3) Discussion Topics

#### 3.A Annual Report from City Forester - Brent Keller of Mason, Bruce & Girard

Brent Keller from Mason, Bruce and Girard was in attendance to give his annual report. A copy is included in the archive meeting packet. The City currently has four stands, comprised of 235 acres, of readily available merchantable timber. He recommends selling one of those stands in the next few years to move towards an annual or semi-annual harvest program.

Mayor Scholl believes it would serve the citizens well to harvest the trees for project funding. Council concurred.

Council President Morten asked if the recreation endeavors would get in the way of logging practices. Brent does not think so. He has spoken with Casey Garrett at the County about the project. The trails could work around the harvest areas. Mayor Scholl pointed out that it's a working tree farm. Councilor Locke added that trails may change as the harvest changes.

Council President Morten would like Council to talk about the property and create a mission statement and establish core values as it is developed into a recreation center.

Based on Council consensus, Mayor Scholl directed Brent to move forward with harvesting.

#### 3.D Request for Support from St. Helens High School Chor Leonis - Eric Stearns

St. Helens High School Choir Director Eric Stearns and five students were in attendance. Chor Leonis has been invited to participate in the 19<sup>th</sup> International Choral Kathaumixw in Powell River, British Columbia, Canada. Only 30 of the top choirs from around the world are invited. They are the first public high school chorus to be selected in at least 12 years. Our students will have the chance to sing in the Choir of a Thousand Voices with students from around the world. They are here to ask for the City's blessing as they go. They are representing the city, state, and country as one of only three choirs from the United States to attend. The total cost to participate and travel for 45 people is \$36,000. He is asking for monetary support to help in this endeavor. The students are very proud to be selected for something like this.

Savannah Manning is a senior. She is thankful to have been a member of the choir program the last four years. The program gave her a lot of hope during times of struggle. She will follow her dreams to become a dental hygienist and professional dancer. She is excited to be part of something that brings people from all over the world together.

Grace Stearns is a junior and has been a member of Chor Leonis for two years. Becoming a member of the choir program has drastically improved her social and personal life. They are a

family. Being accepted into Kathaumixw means so much to all of them. She talked about the programs they have participated in. They will be representing the city, state, and nation. This competition only happens ever two years. It's an amazing opportunity.

Andrew Pletsch is a sophomore and has been in Chor Leonis for two years. He's been studying music since second grade. He's achieved a lot during his music career. Participating in Kathaumixw will be such a good opportunity.

Jacob Matke has been a member of Chor Leonis for a year and a half. This is a great opportunity for both the school and community to be recognized for the amazing things happening at our high school. They are a very high-quality choir. It would be nice to be known for more than just Halloweentown.

Tacy McCallum is a junior and has a leadership position as the "Destroyer of Confusion" with the choir. She joined her first choir in the fifth grade. Mr. Stearns began teaching choir for the middle school and high school her eighth grade year. He quickly became one of her favorite teachers. Many of her closest friends have been made in choir. It's her second family. She will proudly represent the school, city, state, and country at the festival.

Eric voiced how proud he is of his students for their willingness to speak. He talked about the festival and the amazing opportunity. He doesn't care if they win. He wants his students to do their best, be proud of the effort, and represent well. He would appreciate any support the City is willing to give.

Councilor Locke asked what the timeline is. Eric responded that they are leaving June 28 and returning July 5. They must have the money by the end of May. They will be doing a lot of fundraising between now and then. Councilor Locke suggested Eric reach out to the governor and a representative in Washington D.C. since they are representing the country. He will be speaking with Senator Betsy Johnson. Eric confirmed that he has reached out to Senator Johnson's office and they asked if they would be willing to sing for the senate.

Mayor Scholl will be reading a proclamation at tonight's meeting. Councilor Topaz suggested the City use our communications network to share this information. Mayor Scholl agreed with having Community Officer Crystal King share the proclamation and fundraising page on the website. He directed Eric to send the information to her.

Council President Morten congratulated Eric and his students. He is very proud of them.

Consensus of Council to donate \$1,000 to Chor Leonis. Councilor Locke recommended Eric return to Council if they need more.

### **3.B      2020 Legislative Session Priorities - Rachael**

Government Affairs and Project Support Specialist Barry presented LOC's 2020 Legislative Priorities and her recommendation. A copy of her report is included in the archive meeting packet. Discussion ensued.

**Motion:** Upon Locke's motion and Morten's second, Council unanimously approved staff's recommendations.

### 3.C Discussion regarding 1st Street & St. Helens Street Intersection Improvements - Sue

Caleb Cox, Andrew Holder, and Tony Roos were in attendance to present the proposed improvements. A copy of their presentation is included in the archive meeting packet. They hope to finalize the design in June, advertise for contractors, and then begin construction in July to have complete prior to Spirit of Halloweentown.

Council President Morten asked if boat trailer traffic was taken into consideration. He strongly recommends a four-way stop to improve pedestrian safety and efficiency of transportation. He also spoke of the hazard with backing into the road when you're next to a larger vehicle. He suggested making the spaces back-in. That allows you to see further distances when exiting. The consultant said that studies are being done on the concept of back-in parking. Councilor Topaz pointed out the hazard to bicyclists as well with vehicles backing out into traffic.

Councilor Topaz expressed concerns about large vehicles turning at the intersection. The consultant said they did present that with Riverfront Connector Plan last spring. There is adequate width to make turns.

Discussion ensued about making the intersection a four-way stop. The consultant explained that the intersection does not warrant it. There is a nationally recognized methodology to consider four-way stops. They reviewed it for traffic and pedestrian volumes. They don't design intersections for one or two events a year. Councilor Locke said he has been walking that area for 20 years. He suggested they talk to people who live in the area when they conduct studies. Mayor Scholl directed the consultant to include holes for stop signs in the future.

### 3.E Planning Division Report - Jenny

Associate Planner Dimsho reviewed the Planning Division report. A copy of the report is included in the archive meeting packet.

- The St. Helens Industrial Park Master Plan will be kicked off next Friday. The grant requires it to be done by May 2021.
- Columbia River Youth Corp students have been removing trash, blackberries, and other 5th Street invasives along the trail.
- Ramsey replaced panels on the Wayfinding vehicular signs to increase the mileage font. It was covered under warranty because they used an incorrect drawing when they were created. That project is wrapped up.
- The Food Bank project is moving forward. A bid set will be reviewed soon.
- City staff will be reviewing a revised site plan from Tokola next week. Tokola is planning to attend the work session the following week to review it with Council.

### 3.G Discuss RFP for Riverfront Development - Mayor Scholl

Mayor Scholl clarified that staff is in the process of revising the RFP. Walsh reported that they are evaluating the conceptual proposal for the cost estimate to understand the public partnership and see if it meets the City's standards. The developer wants to attend the February 19 meeting to present the proposal.

Mayor Scholl talked about the number of people who have approached him and Councilor Locke about submitting a proposal. Councilor Topaz agreed with interest and questions.

Mayor Scholl pointed out that he hasn't seen the RFQ that was done in 2016. Dimsho explained that the City worked with a firm to create the RFQ. She recommends the Council review it to see

how it was structured and what they were specifically looking for at the time. They were working hard to get the BUILD Grant, which is where all their effort was going. They went back to Tokola and talked about the public cost needing to be smaller. It wasn't just Tokola dragging their feet. The City has been trying to obtain funding sources. She suggested they give the revised plan a shot before going out to public bid. Mayor Scholl expressed his opinion of Tokola delaying the process.

Council President Morten agreed that Tokola was dragging their feet. The Council Chambers was packed with people and positive comments from the public about the development. Tokola told the public that they will have an architect work on it immediately. He doesn't think the architect has done anything since that public forum. Tokola should have come to us sooner.

Councilor Locke pointed out the change in the market since the RFQ went out before. Discussion of the changed proposal. Dimsho reiterated that it was changed because they didn't receive the BUILD Grant.

Mayor Scholl envisions a developer coming in today that agrees to put in the roads and boardwalk in exchange for property to build on. Council President Morten wants to put the request out worldwide. Councilor Topaz added the need to have a company that can help advertise.

Walsh asked if Council would like Tokola to attend the next meeting. After a lengthy discussion, the Council directed staff to bring back a copy of the RFQ that was done in 2016.

### **3.F Discuss Citizens Day in the Park - Mayor Scholl**

An idea was presented to tie Citizens Day in the Park in with the Kiwanis Community Parade. Council President Morten expressed that the two events fit very well together. Councilor Topaz sees that the more people we get into town at one time, the better off it is.

Mayor Scholl suggested modifying the barbecue to be around 4 p.m. instead of 1 p.m. Staff could begin setting up around noon. He encouraged Council to reach out to local service clubs to see if they would be willing help and report back at the next meeting.

### **3.H Review Public Works Director Job Description & Recruitment Timeline - John**

City Administrator Walsh reviewed the recruitment process and proposed amended job description. A copy is included in the archive meeting packet.

Discussion ensued about travel expenses for interviewees. Council President Morten is reluctant about paying transportation expenses but is in favor of paying for lodging during the interview. Moving expenses would be negotiable. One idea was presented to offer reimbursement based on their qualifications. Another idea was suggested to allow Skype the first round of interviews.

Council also discussed the screening of applications and selecting candidates to interview. Consensus to have a small subcommittee of two Councilors, Walsh, and a couple community stakeholders.

Discussion ensued about the interview process. Mayor Scholl suggested holding two different panels and allowing Skype interviews. Chief Greenway recommended that subordinates not conduct interviews. The questions should be geared towards the department head functions



and not the daily operations of staff. He suggested that the community meet and greet be a time for questions and answers, not just for the applicant to talk about himself or herself.

Discussion about the selection process. Council President Morten would prefer the Council have the final review. Mayor Scholl would like to see stakeholders involved in that process as well, such as a local builder or a County representative. It could be the Council and five stakeholders. Assistant City Administrator Brown suggested the stakeholders be part of the review, but the Council have the final deliberation.

Walsh briefly clarified the process based on discussion:

- March 13 – first review of applications
- Screening
- Select interviewees
- Set interview date
- Maybe reimburse travel expenses
- Probably reimburse lodging expenses

Interim Public Works Director Nelson reported that she will be attending a conference April 8-10 during the proposed interview dates.

The Council reviewed the proposed amended job description.

#### 4) **Department Reports**

Chief Greenway reported...

- Cocoa with a Cop will be held Wednesday, February 12 at Burgerville. It is a joint meeting with Columbia County Sheriff's Office and Columbia City Police.

Interim Public Works Director reported...

- Heard comments last week about removing additional fence on the Veneer property. Public Works staff is getting ready to remove it at the end of Plymouth Street, through Nob Hill Nature Park, and replace the gates with bollards and a reflective chain.
- Water line project out for bid right now.
- Working on the budget for 2021.
- Gable Road project is seeing visible progress.
- Construction of the N. Vernonia Road sidewalk is anticipated to be done during the summer.

Library Director Jeffries reported...

- Celebrating the fifth birthday of the St. Helens Public Library Ukulele Orchestra on Saturday. They have developed a program about the history of the ukulele.

Finance Director Brown reported...

- The Recreation Program's afterschool activities at the middle school began last Tuesday. Over 40 students signed up for different activities. It's a partnership and grant funded with the School District.
- Recreation Manager Shanna Duggan will give an update on the Recreation Program at the next work session. He asked Council to think about their desires for the Program and be ready to talk about them at the next meeting.

- Have cleaned up from the computer outages and are fully functional again. An official press release will be distributed with what took place and what is in place to mitigate future risks.
- Reviewed updates to the website to streamline public access. Asked Council to review the pages and contact him if they see anything that should be added or changed.
- A police station study update will be presented at the next meeting.

City Recorder Payne reported...

- Nothing to report.

Event Coordinator Curry reported...

- Have been working with Casey Garrett on a presentation for promoting Salmonberry Recreation area. It will be presented a trade show for ATV's and dirt bikes.
- Casey really liked the potential rose garden layout. He said he could probably get help from the County to make it happen. Tina is compiling material costs. She envisions using the stage for afternoon or weekend trios, oversize chess pieces, and tables and chairs to watch small concerts. It would be a nice space for teenagers to do karaoke during 13 Nights on the River. Casey would also like to use it as a transit pickup location.
- Had a successful merchants meeting. They reviewed the new [www.discovercolumbiacounty.com](http://www.discovercolumbiacounty.com) website. Discussion ensued about the website.

City Administrator Walsh reported...

- Community Service workers helped move tourism stuff into the Masonic building. The window displays are only temporary.
- Did not talk about the 2020 Goals. Council can review those in the packet. Barry will be meeting with Council members individually to review them.
- Barry was on a six-month assignment with the City. He proposes to extend her position at least through the end of the fiscal year so they can discuss it during the budget. Council concurred.

## 5) Council Reports

Postponed until tonight's meeting.

## 6) Other Business

## 7) Adjourn – 4:45 p.m.

## Executive Session

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

\_\_\_\_\_  
Rick Scholl, Mayor

# City of St. Helens City Council

Public Hearing Minutes

February 5, 2020

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

**Members Absent:** None

**Staff Present:** John Walsh, City Administrator  
Kathy Payne, City Recorder  
Matt Brown, Assistant City Administrator  
Margaret Jeffries, Library Director  
Jenny Dimsho, Associate Planner  
Sue Nelson, Interim Public Works Director  
Tina Curry, Event Coordinator

**Others:** Frank Brandon  
Jennifer Pugsley  
Les Watters

1) **6:30 P.M. - Open Public Hearing**

2) **Topic**

**2.A** [Annex 58865 Firlock Park Street \(OHM Equity Partners, LLC\)](#)

Associate Planner Dimsho presented the staff report dated January 7, 2020. A copy is included in the archive meeting packet. There were no ex-parte contacts, conflicts of interest, or bias in this matter. There were no objections from the audience for the Council to make a fair decision.

Dimsho reported that the main reason for the annexation is that the property has a failing septic system and needs to connect to the City sewer system. City Council previously authorized them to use a step sewer system because of the shallow sewer line.

Based upon the facts and findings in the staff report, the Planning Commission unanimously recommended approval.

Councilor Locke asked if very many properties in that area have failing septic systems. Interim Public Works Director Nelson was only aware of one other property but there could be more. Council President Morten asked if those properties are on sand filter systems. Dimsho informed him that would be a question for the County Sanitarian.

Councilor Carlson asked if the sewer has capacity to connect all the lots. Nelson responded that it could for the lots it would serve. For the future, all of those lots would

eventually drain to the south, down Firlock and out to the lift station at the corner of Firlock and Highway 30. The current system would have the capacity to continue to serve but not everyone will be allowed to hook up with a step system. This was a special case because of the failed on-site system that the County deemed non-repairable. Councilor Carlson asked who would bear the cost when the public system is installed to drain to the south. Nelson responded that it would be constructed through a Local Improvement District (LID). Affected property owners would pay a portion of the construction. Discussion ensued.

No public testimony received.

3) **Close Public Hearing** – 6:45 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

# City of St. Helens City Council

Public Hearing Minutes

February 5, 2020

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

**Members Absent:** None

**Staff Present:** John Walsh, City Administrator  
Kathy Payne, City Recorder  
Matt Brown, Assistant City Administrator  
Margaret Jeffries, Library Director  
Jenny Dimsho, Associate Planner  
Sue Nelson, Interim Public Works Director  
Tina Curry, Event Coordinator

**Others:** Frank Brandon  
Jennifer Pugsley  
Les Watters

1) **6:47 P.M. - Open Public Hearing**

2) **Topic**

2.A **Comprehensive Plan Amendment to add a Property to the Historic Designated Landmarks Register at 260 S. 1st Street (City)**

Associate Planner Dimsho presented the staff report dated January 29, 2020. A copy is included in the archive meeting packet. There were no ex-parte contacts, conflicts of interest, or bias in this matter. There were no objections from the audience for the Council to make a fair decision.

Based upon the facts and findings in the staff report, the Planning Commission unanimously recommended approval to add the structure to the Historic Designated Landmarks Register at 260 S. 1st Street.

Council President Morten asked what the requirements are for interior alterations. Dimsho responded that they don't look at interior work. There may be federal programs they could apply for, but the City does not.

**Public Testimony**

- ◆ Ruby Feather, applicant. She purchased the home at an auction last summer. It needs a lot of work and she is ready to fix it up to be able to live in it. They will be restoring the

inside. This will be the third home they have renovated in the area. She's aware it will be a lot of work.

### **Testimony in Favor**

- ◆ Les Watters. The Museum Association supports the applicant. The house is significant to the community and is identified on the National District listing. He hopes it is approved.
- ◆ Ken Forcier. He is in favor. It's a beautiful home. It would be nice if they could raise the house up about three feet and use the basement.

### **Testimony in Neutral**

- ◆ Frank Brandon. Last Spring, someone came in who was considering purchasing it. She spoke about problems with fixing the sewer line. Does the historical designation benefit them with the cost of repairs?

Dimsho is not aware of any resources that would help with sewer repair. The request is a requirement for the use to continue as a home. There will be sewer issues that have to be dealt with unrelated to this application.

### **Testimony in Opposition - None**

3) **Close Public Hearing** – 7:06 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

\_\_\_\_\_  
Rick Scholl, Mayor

# City of St. Helens City Council

Regular Session Minutes

February 5, 2020

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

**Members Absent:** None

**Staff Present:** John Walsh, City Administrator  
Kathy Payne, City Recorder  
Matt Brown, Assistant City Administrator  
Brian Greenway, Police Chief  
Sue Nelson, Interim Public Works Director  
Margaret Jeffries, Library Director  
Jenny Dimsho, Associate Planner  
Tina Curry, Event Coordinator

**Others:**

Ken Forcier	Frank Brandon	Jennifer Pugsley
Shauna Harrison	Eric Stearns	Grace Stearns
Rebekah Stearns	Jen Stearns	Tyler Boylan
Dani Boylan		

1) **7:09 P.M. - Call Regular Session to Order**

2) **Pledge of Allegiance**

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

- ◆ Ken Forcier. He attended last month's meeting and requested, on Willow Bill's behalf, that the Flying Eagle Canoe be allowed to go on an educational tour across the country. He left the meeting with the understanding that Council was okay with it and Finance Director Brown would figure out insurance. Ken conveyed that to Willow Bill, who then started making travel plans.

Council informed Ken that they agreed with the canoe being used with the proper insurance. Ken expressed confusion about the type of insurance.

Mayor Scholl reported that Willow Bill verbally assaulted him in front of City Hall regarding this subject. Scholl recommends Ken contact a rafting company to find out what time of insurance they are required to obtain. Ken apologized for that interaction. He was not aware of it. Mayor Scholl made it clear that the City will not cover the insurance for the trip.

Ken requested Council approve a stipend of \$10 per hour stipend for Willow Bill during the educational trip. He's not being paid for what he does for this town. He's spreading the word of Lewis & Clark and St. Helens around the country.

Councilor Locke explained that it's about the liability of the canoe. The City should not be liable if something happens to the kids while they're out in the canoe. Mayor Scholl suggested they use Go Fund Me. The Council does their job to serve the community and not for the small stipend and can't endorse giving Willow Bill taxpayers money to support the trip.

Discussion ensued. Council appreciates what they are doing but there needs to be a contractual agreement with insurance.

City Administrator Walsh consulted with the City's insurance agent. There needs to be property insurance for the canoe and general liability insurance. He recommended a \$2 million policy for general liability. Discussion ensued about the value of the canoe. Councilor Locke recommends a \$10,000 value.

Ken pleaded for the City to cover the cost of insurance for Willow Bill to spread goodwill about St. Helens.

- ◆ Shauna Stroup-Harrison. Council talked about the Riverfront property today. She reminded them about how important it is to preserve some of the property for the public. She does not want to see public access to the property being compromised. Shauna also addressed the improvements at St. Helens Street and S. 1<sup>st</sup> Street. She asked if they have talked about making more of a marina access down there?

Councilor Locke reported that they are discussing that.

#### 4) **Proclamations**

##### 4.a **St. Helens High School Chor Leonis**

Mayor Scholl read the proclamation into the record. He presented the proclamation to Choir Director Eric Stearns.

#### 5) **Deliberations - Annex 58865 Firlock Park Street (OHM Equity Partners, LLC)**

**Motion:** Upon Topaz's motion and Morten's second, the Council unanimously approved the Annexation of 58865 Firlock Park Street as recommended by staff. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

#### 6) **Deliberations - Comprehensive Plan & Zone Map Amendment at 260 S. 2nd Street (City)**

**Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously approved the Comprehensive Plan & Zone Map Amendment at 260 S. 2nd Street. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

#### 7) **Ordinances - First Reading/Declare an Emergency/Final Reading**

##### 7.a **Ordinance No. 3247: An Ordinance Granting to Portland General Electric Company a Franchise to Operate an Electric Light and Power System within the City of St. Helens, Oregon and Declaring an Emergency**



Mayor Scholl read Ordinance No. 3247 by title for the first and final time. **Motion:** Upon Councilor Morten's motion and Councilor Carlson's second, the Council unanimously adopted Ordinance No. 3247. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

8) **Ordinances - First Reading**

- 8.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]

Mayor Scholl read Ordinance No. 3248 by title for the first time. The final reading will be held at the next regular session.

9) **Resolutions**

- 9.a Resolution No. 1873: A Resolution Authorizing a Transfer of Appropriations within a Fund for Fiscal Year 2019-2020

Mayor Scholl read Resolution No. 1873 by title. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Resolution No. 1873. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

- 9.b Resolution No. 1874: A Resolution Adopting a Universal Fee Schedule, and Superseding Resolution No. 1866

Mayor Scholl read Resolution No. 1874 by title. **Motion:** Upon Carlson's motion and Locke's second, the Council unanimously adopted Resolution No. 1874. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

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

- 10.a Extension of Assumption of Modification of Installment Payment Plan for Local Improvement District Assessments with Mark Comfort (Kavanagh LID)
- 10.b Contract Payments

**Motion:** Upon Carlson's motion and Locke's second, the Council unanimously approved '10a' and '10b' above. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

11) **Consent Agenda for Acceptance**

- 11.a Parks & Trails Commission Minutes dated December 9, 2019
- 11.b Planning Commission Minutes dated December 10, 2019
- 11.c Library Board Minutes dated October 14, 2019

**Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously approved '11a' through '11c' above. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

12) **Consent Agenda for Approval**

- 12.a Council Special Session Minutes dated January 8, 2020
- 12.b Animal Facility Licenses
- 12.c Accounts Payable Bill Lists

**Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously approved '12a' through '12c' above. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

**13) Mayor Scholl Reports**

- The City is moving. Development is happening. They have a huge opportunity as a Council to serve citizens in a unique way. He commended Walsh and staff for their work.

**14) Council Member Reports**

Council President Morten reported...

- Acknowledged Parks Specialist Paul Gerdes on his recent retirement. He was a great employee who is going to be missed.
- The Parks & Trails Commission has a vacancy. He hopes to see some applications. Councilor Carlson asked if it is open to youth. Morten said yes.

Councilor Topaz reported...

- They discussed the position for director of facilities opening soon. They really need a strong person for that position.

Councilor Carlson reported...

- Apologized for missing the work session. She spent the day at the Capitol.
- She expressed how many great organizations there are in our community. A lot of communities don't have that.
- Youth Council is working on a Bunco night for St. Patrick's Day, a Clean-up for Earth Day, and a family Paint Night in May.
- She is working with Youth Council to add photos to the Historic Landmarks book.
- She encouraged the Council to pause for a minute and remember why they are here. It's an exciting time to be from St. Helens.

Councilor Locke reported...

- Pointed out that the Parks Commission is now the Parks & Trails Commission. He encouraged anyone who is interested in parks, bicycling, hiking, etc. to apply.
- There have been a few things that happened at the mill site. He encouraged Council to speak with him or Walsh if they have questions.

**15) Department Reports**

Chief Greenway reported...

- Nothing to report.

Interim Public Works Director Nelson reported...

- Nothing to report.

Associate Planner Dimsho reported...

- Nothing to report.

Library Director Jeffries reported...

- Ukulele Birthday Party on Saturday!

Finance Director Brown reported...

- Nothing to report.

City Recorder Payne reported...

- Nothing to report.

Event Coordinator Curry reported...

- Nothing to report.

City Administrator Walsh reported...

- Will hold a 2020 Goal setting session on Tuesday, February 25 at 4 p.m. They will order pizza for dinner.

16) **Other Business**

17) **Adjourn** – 8:02 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

**South County Leadership Collaborative**  
Wednesday February 12, 2020  
5:30-7:00 p.m.  
Meriwether Place 1070 Columbia Blvd.  
St. Helens, OR 97051

**Special Session Minutes**

**February 12, 2020**

**Columbia County Commissioners Present:** Alex Tardif, Commission Chair  
Henry Heimuller, Budget Officer

**St. Helens Council Members Present:** Rick Scholl, Mayor  
Doug Morten, Council President  
Keith Locke, Councilor  
Steve Topaz, Councilor

**Scappoose Council Members Present:** Scott Burge, Mayor  
Megan Greisen, Councilor  
Joel Haugen, Councilor  
Josh Poling, Councilor  
Brandon Lesowske, Councilor  
Peter McHugh, Councilor

**Columbia City Council Members Present:** Casey Wheeler, Mayor  
Sally Ann Marson, Councilor  
Susan Ziglinski, Councilor  
Doug Calkins, Planning Commissioner

**Port of Columbia County Commissioners Present:** Larry Ericksen, Commission President  
Nancy Ward, Commission Secretary

Meeting came to order at 5:40 p.m. ◆

1. Welcome & Opening Comments – St. Helens Government Affairs & Project Support Specialist Rachael Barry
2. Examples of collaborative work already being done – Port of Columbia County Executive Director Doug Hayes provided a status update on the regional rail study and St. Helens partnership for industrial site marketing.
3. South County Priorities Exercise: Strength Weakness Opportunities Threats (SWOT) – Scappoose City Manager Mike Sykes provided an overview of the structure and purpose of the exercise and Jennifer Purcell introduced herself providing information about the Governor's Regional Solutions Team, their function and the state Agencies represented on the team. The group was asked to offer items in each category, then to mark items as their top three priorities. (for ease of reading, items with more than five dots are highlighted)

<b>Strengths</b>	<b>count</b>	<b>Opportunities</b>	<b>count</b>
<ul style="list-style-type: none"> <li>• Solid Foundation/Geology</li> <li>• Location/proximity to Portland and recreation</li> <li>• Relationships among leaders</li> <li>• Opportunity Zone/Enterprise Zone designations</li> <li>• <b>Airport</b></li> <li>• Comparative tax rate</li> <li>• Public Safety/Safe communities</li> <li>• Workforce</li> <li>• Crown-Zellerbach Trail</li> <li>• Strong public administration</li> <li>• Water Supply</li> <li>• Good public schools</li> <li>• Rural atmosphere</li> <li>• Community-driven</li> <li>• Volunteerism</li> <li>• Small Businesses</li> <li>• Opportunity to serve future generations</li> <li>• Long term planning</li> <li>• <b>Available land for industrial development</b></li> <li>• <b>River</b></li> <li>• People/community</li> <li>• <b>OMIC/PCC/OIT/Higher Ed</b></li> <li>• Proximity to I-5</li> <li>• Gravel</li> <li>• Timber resources</li> <li>• <b>Recreation/trails/natural env.</b></li> <li>• Railroad</li> <li>• River access/public access</li> </ul>	<ul style="list-style-type: none"> <li>1</li> <li>1</li> <li>7</li> <li>1</li> <li>1</li> <li>1</li> <li>1</li> <li>1</li> <li>1</li> <li>1</li> <li>1</li> <li>1</li> <li>1</li> <li>1</li> <li>3</li> <li>7</li> <li>8</li> <li>7</li> <li>1</li> <li>1</li> <li>6</li> <li>2</li> <li>1</li> </ul>	<ul style="list-style-type: none"> <li>• Expand Fiber optics</li> <li>• Smart Growth – strategic vision, growth goals, intentional growth</li> <li>• Be smart</li> <li>• Broadband study</li> <li>• MS/HS career pathways and higher ed partnerships</li> <li>• “one voice” recruitment</li> <li>• <b>Jointly market the region</b></li> <li>• Professional branding</li> <li>• Invest in youth</li> <li>• Marine-based industry</li> <li>• Introduction of innovation</li> <li>• <b>Develop infrastructure (roads, water, wastewater)</b></li> <li>• Fund/support sustainable transit system</li> <li>• River commerce/trade</li> <li>• <b>Tourism – outdoor recreation destination (regional)</b></li> <li>• <b>Develop marketable industrial properties</b></li> <li>• OMIC</li> <li>• Rail – move people</li> <li>• Collaborative/collective problem solving</li> </ul>	<ul style="list-style-type: none"> <li>2</li> <li>3</li> <li>7</li> <li>2</li> <li>1</li> <li>2</li> <li>5</li> <li>3</li> <li>2</li> <li>6</li> <li>9</li> <li>3</li> <li>3</li> </ul>

Weaknesses	count	Threats	
• Cut off from Metro		• Limited Media sources	
• <b>Transportation System</b>	6	• We don't speak with one coordinated voice	
• Traffic Congestion		• Complexity and nuance of policy decisions	1
• <b>Rail system bisects downtowns</b>	7	• Not reconvening these meetings	1
• Historical perception of workforce	1	• <b>Lack of regional transportation corridor</b>	6
• Need for vocational training in HS	2	• Aging infrastructure (roads, bridges, etc.)	
• Aging and inadequate infrastructure	4	• Potential for isolation of communities	4
• Portland perception of rural	1	• Cyber terrorism	1
• <b>Lack of industry/jobs</b>	6	• Stuck/Lack of upward mobility; poverty mentality	1
• Land use regulations	1	• <b>Out-commute threat to local businesses, volunteer-based org., taxes, transportation</b>	12
• Lack of coordinated marketing message		• Artificial intelligence	1
• History of out-sourcing/lack of focus on sustainability	1	• Online shopping	
• <b>80% out-commuter rate</b>	8	• Half-truths, lack of factual info	
• Lack of retail	2	• State legislature – need for region to be heard; lack of coordinated message	3
• <b>Potential high train traffic</b>	6	• Outdated land use laws	3
• High gas prices	1	• Urban-Rural Divide	2
• Future is unknown/uncertain	2	• Congressional funding	2
• Lack of coordinated tourism		• Competition for attention/resources	1
• Lack of lodging (short term)		• Conflicting public opinion- development vs. status quo	
• Lack of activities for youth and access to resources	1	• Earthquake	2
• No hospital		• Traffic	2
• Don't appreciate and advertise our resources (best kept secret)	4	• Landslides	
• Lack of affordable housing	3		
• Poor mental health services	2		
• NIMBY's (not in my backyard)	1		
• Lack of appreciation for what outsiders bring			
• No Costco	2		
• Lack of Golf courses			

4. Next Steps - Mike Sykes. The notes will be prepared and distributed to all participants, the Boards and Commissions will evaluate and make any additional comments. Staff leaders will also review, evaluate, and make additional comment. Elected and staff leaders are encouraged to flush strategies and tactics already in use to move the identified priorities forward.

A future date will be identified for the group to reconvene.

5. Closing remarks – Mary McArthur. Mary shared information on the role of the Columbia-Pacific Economic Development District and its connection to the federal Economic Development Administration. She offered support and appreciation for this group's convening and shared the federal focus on regional and collaboration and coordination when making grants and offering financial support.

Respectfully submitted by Rachael Barry, Government Affairs & Project Support Specialist.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

## LICENSE AGREEMENT– LUMINIGHT LANTERN FESTIVAL

This License Agreement (“AGREEMENT”) is made by and between **Special Entertainment Events, Inc.**, located at 7582 South Las Vegas Blvd., Suite 508, Las Vegas, NV 89123, and The City of St. Helens, located at 265 Strand St. Helens, OR 97051 (hereinafter referred to as “City” or “LICENSEE”) regarding the exhibit currently titled “**LUMINIGHT LANTERN FESTIVAL**” (the “EVENT”). Hereinafter SEE NEVADA and City shall be referred to jointly as “PARTIES.”

### WHEREAS,

A. SEE NEVADA is the producer and owner of the EVENT which consists of 100 larger-than-life lantern sculptures by Chinese artisans. The lanterns are developed through the use of a proprietary state-of-the-art reproduction technology;

B. The EVENT occupies approximately **4-8 acres** of event space. Each lantern is set up with Chinese technicians familiar with the use and operation of each lantern. Each lantern requires approximately 25,000 square feet of space. A list of all lanterns and event components is attached to this agreement and incorporated herein as **Exhibit “A.”**

C. LICENSEE wishes to obtain a license from SEE NEVADA to display the EVENT at the following location: **St. Helens Industrial Business Park , Kaster Road, St. Helens, Oregon** (“VENUE”);

D. SEE NEVADA is willing to grant a non-transferable License (“LICENSE”) to LICENSEE for display of the EVENT at the VENUE for dates named herein.

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual promises and undertakings contained herein, and other good and valuable consideration, the PARTIES agree as follows:

1. **License:** Upon full execution of this AGREEMENT, SEE NEVADA shall provide to LICENSEE access to the lanterns and all components of the EVENT as listed in **Exhibit A** on the following terms.

(a) **Term.** The term of this LICENSE shall be for the length of the EVENT at the venue from **Thursday, July 2, 2020 through to Sunday, September 27, 2020**. (“TERM”) with an option to extend till Sunday, November 1, 2020; if agreed upon by both PARTIES. **Load-in is June 5, 2020 prior to the EVENT start. Load-out is through October 15, 2020.**

(b) **Exclusivity.** LICENSEE’s rights to the EVENT as stated herein are exclusive to LICENSEE for the VENUE and the area within fifty (50) miles of the VENUE for the entire TERM as stated in Paragraph (a) above.

(c) **Transport.** LICENSEE is responsible for paying for transporting the EVENT components from its last location to the VENUE. Amount for transportation shall not exceed

\$20,000. SEE NEVADA shall oversee and coordinate for the arrangement of all transportation both to and from venue. SEE NEVADA warrants that all EVENT components are complete and stored at the SEE NEVADA storage facilities. If upon load-in at the EVENT VENUE the PARTIES discover certain components are missing, SEE NEVADA is responsible to deliver such components within five business days after such discovery.

(d) LICENSEE shall be responsible for all fees, costs, and expenses related to the marketing, promotion and operation of the EVENT at the VENUE ("BASE COSTS"). The BASE COSTS shall be paid out of LICENSEE's share of Gross Revenues as referenced in Paragraph 5 herein. Said amount shall not be altered, changed or exceeded without approval from SEE NEVADA. BASE COSTS shall include but not be limited to:

- (i) Marketing, promotion and use of various equipment see **(Exhibit A)**
- (ii) Production manager's hotel expenses for setup and removal of EVENT components as in AGREEMENT of item (iii) timeframe
- (iii) Lodging for 9 Chinese workers during the event set-up. 9 of the workers will be provided lodging for three (3) weeks prior to the opening of the EVENT and 10 days after closing of the event. 3 workers who remain onsite for the entire term of the event shall be provided lodging for the entire event starting three weeks prior to the opening until 10 days after closing.
- (iv) All costs with respect to the Technical Rider (*i.e.* the load in and load out costs) **(Exhibit A)** of this AGREEMENT.
- (v) Any adjustment in expenses that may occur due to a need to alter the set up or layout of the event shall occur only upon mutual agreement of the parties.
- (vi) Any costs or fees related to private events in connection with the event including labor fees and service charges.
- (vii) Any applicable taxes paid to the city, state, or federal governments as part of any of the aforementioned costs.
- (viii) For purposes of clarification and for the avoidance of doubt, it is expressly understood and agreed that LICENSEE shall not deduct or charge back any legal fees, expenses or costs as recoupable expenses, and SEE NEVADA and LICENSEE shall each be responsible for their own legal fees and related expenses.

(e) LICENSEE shall disclose to SEE NEVADA all third-party contracts LICENSEE enters into in connection with this EVENT so that SEE NEVADA can monitor local expenses.



(f) LICENSEE shall provide written evidence with reputable and licensed insurance companies licensed in the **State of Oregon** and reasonably acceptable to LICENSOR of General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. LICENSEE shall provide a certificate of insurance to LICENSOR, naming SEE NEVADA as an additional insured evidencing the above terms prior to June 1<sup>st</sup>, 2020. LICENSEE shall be responsible for the payment of any deductible or self-insured retention amounts and the defense and indemnity obligations set forth in this AGREEMENT in the event that an insurer does not participate in the defense and/or indemnity of a claim tendered by LICENSOR pending exhaustion of a deductible or self-retention amount. The insurance policies shall provide that the required coverage will not be canceled or materially reduced during the TERM except by written notice to SEE NEVADA given at least thirty (30) days prior to the effective date of such cancellation or reduction. If LICENSEE contracts with or hires independent subcontractors to participate in the provision of the Deliverables or performance under this AGREEMENT, LICENSEE shall require each such subcontractor to obtain, maintain and furnish to the PARTIES hereto satisfactory evidence of insurance with coverage, limits, and additional insured's endorsement outlined in this Section.

2. **Marketing and Promotion.** LICENSEE shall provide all marketing and promotional services at its own cost and expense. Such marketing and promotional services shall commence no later than March 1, 2020.

- (a) Where applicable, SEE NEVADA shall inform LICENSEE of any exclusive merchandising and ticket partners with which SEE NEVADA has pre-existing agreements. LICENSEE may utilize the services of any such pre-existing merchandising and ticket partners and shall not utilize the services of any third-party merchandising and ticket partners that is in conflict with such pre-existing partners. All receipts from use of any of SEE NEVADA's merchandising vendors shall be shared between the PARTIES as described in Paragraph 5 below.
- (b) Any press releases or other publicity or promotional materials (including any and all printed materials such as program books, marketing elements, signage, initial press release, etc.) shall be subject to the prior mutual written approval of the PARTIES, which approval shall not be unreasonably withheld or delayed.

Without limiting the foregoing, all such publicity and promotional materials and other written materials relating to the EVENT shall include SEE NEVADA's corporate name and logo, proper copyright and trademark notice, applicable legal language and disclaimers and mention of SEE NEVADA executives. Such information shall be included in all printed and public relations materials.

- (c) **Sponsorship.** LICENSEE shall exert its best efforts to obtain financially viable barter deals and other revenue-generating deals such as sponsorships in order to maximize EVENT exposure and efficiently achieve all marketing goals. Before entering into any barter or potential revenue-generating AGREEMENT relating to

the EVENT to which LICENSEE would be a party, LICENSEE shall obtain prior written approval from SEE NEVADA (which approval shall not be unreasonably withheld). If SEE NEVADA approves any such AGREEMENT, LICENSEE shall provide SEE NEVADA with a copy of such AGREEMENT. If monetary contributions are obtained through the use of a local commissioner, the commission paid to such Commissioner shall not exceed Twenty Percent (20%) after which LICENSEE shall pay SEE NEVADA Fifty-five Percent (55%) of any additional net revenues generated by sponsorships. Barters, such as radio station giveaways are excluded. If SEE NEVADA secures any sponsorships, it shall pay LICENSEE Forty-five Percent (45%) of any net revenues generated by such sponsorships.

- (1) LICENSEE shall create mutually-approved signage for parking and directions inside the EVENT for crowd control.
- (c) SEE NEVADA may provide LICENSEE with copies of certain “SEE NEVADA MATERIALS,” which shall be used by LICENSEE solely to perform the services and create deliverables in accordance with the terms of this AGREEMENT.
- (1) The term “SEE NEVADA MATERIALS” means any materials which SEE NEVADA provides to LICENSEE for LICENSEE’s use in the provision of LICENSEE’s services and/or creation of deliverables, and shall include, without limitation, any materials which SEE NEVADA has licensed and/or created, directly or indirectly, from any third party licensors, any and all EVENT audio guide files, computer files, and materials that SEE NEVADA owns or controls.
  - (2) LICENSEE recognizes and agrees that the SEE NEVADA MATERIALS and the goodwill associated therewith are the valid and exclusive property of SEE NEVADA. LICENSEE shall inform all of LICENSEE’s employees, agents, vendors, and subcontractors of the ownership provisions of this Paragraph, such that all such deliverables and the results and proceeds of any services which LICENSEE and LICENSEE’s employees, agents, vendors, and subcontractors shall be deemed a work for hire which SEE NEVADA owns, and shall apply to any deliverables which LICENSEE or any such third parties create. SEE NEVADA is and shall be considered, at all stages of completion, the sole and exclusive owner of the all creations and all right, title and interest therein.
  - (3) LICENSEE agrees and understands that LICENSEE shall not obtain any rights whatsoever to any SEE NEVADA MATERIALS supplied hereunder and LICENSEE shall have no right to encumber or sell any SEE NEVADA MATERIALS or use any SEE NEVADA MATERIALS other than for SEE NEVADA in connection with the Services and deliverables as set forth in this AGREEMENT.
  - (4) LICENSEE shall not take any action that may prejudice the validity of SEE NEVADA or the applicable LICENSOR’s title to SEE NEVADA MATERIALS.

- (5) LICENSEE acknowledges that its use of the SEE NEVADA MATERIALS inures to the benefit of SEE NEVADA or the applicable Licensor.
- (6) LICENSEE acknowledges that the Licensors of any SEE NEVADA MATERIALS may be third party beneficiaries of this AGREEMENT and with respect to the terms relating to such Licensor's property, each may have the right to bring an action against LICENSEE, including, without limitation, an injunctive action, to enforce such terms.
- (7) Except for SEE NEVADA MATERIALS, LICENSEE shall not include any third-party materials in the deliverables without SEE NEVADA's express prior written consent in each instance, and all use of any SEE NEVADA MATERIALS shall be subject to the prior written approval of SEE NEVADA exercisable in its sole discretion in each instance.
- (8) Any approval by SEE NEVADA of a particular use of SEE NEVADA MATERIALS shall not constitute a waiver of SEE NEVADA's right to approve the same or a similar use of such SEE NEVADA MATERIALS in the future.
- (9) Without limiting the foregoing, SEE NEVADA shall have approval rights, exercisable in SEE NEVADA's sole and unfettered discretion, with respect to all uses of artwork or any SEE NEVADA MATERIALS. If SEE NEVADA fails to approve any submission within five (5) business days after LICENSEE submits the proposed use to SEE NEVADA for approval, such submission shall be deemed denied unless otherwise so notified in writing by SEE NEVADA.
- (10) Without limiting the foregoing, it is expressly understood and agreed that SEE NEVADA also owns all social media work product relating to the EVENT and EVENT websites created or developed by SEE NEVADA.
- (11) The PARTIES intend that the foregoing provisions of this section shall be effective in transferring all right, title and interest in the creations to SEE NEVADA. However, to the extent, if any, that such provisions are not legally effective to place full ownership of the deliverables in SEE NEVADA, then LICENSEE hereby irrevocably assigns and transfers to SEE NEVADA all such right, title and interest throughout the universe in perpetuity in any and all media, whether now known or hereafter devised, free and clear of any and all rights, liens, claims and encumbrances.
- (12) Without limiting the generality of the foregoing, LICENSEE hereby forever waives and agrees never to assert any and all so-called "moral rights" it may have in or to the deliverables and agrees that SEE NEVADA's rights hereunder include, without limitation, the right to modify and alter the deliverables in SEE NEVADA's sole discretion. SEE NEVADA shall have the right, but not the obligation, to use LICENSEE's name, likeness, and/or biography in connection with SEE NEVADA's exploitation of the creations.

3. **Tickets and Operating Hours.** Event hours are Thursday to Saturday 6 – 11 p.m. and Sundays 6 p.m. – midnight. EVENT tickets for the VENUE shall be available for sale

through the VENUE and other customary ticket outlets provided by vendor of SEE NEVADA's choice. Tickets shall be sold online or within fifty (50) miles of the VENUE no later than April 1, 2020.

- (a) Tickets for event and additional activities shall be sold through a ticket booth provided by LICENSEE. Booth shall include electrical power and internet connectivity.
- (b) LICENSEE may block certain EVENT days/hours upon prior notice to SEE NEVADA prior to any marketing and promotion being commenced.

4. **Ticket Prices.** It is agreed between the PARTIES that retail ticket prices shall be as follows:

- (a) General Admission - **\$19.00**
- (b) Youth age 5 to 14 \$12.00
- (c) Children age 4 and under \$5.00
- (d) Groups of 10 or more and School or Corporate Groups – TBD, usually negotiated on a case-by-case basis
- (e) Senior and Military-\$15.00
- (f) Family pack of 4-\$48.00

**ABOVE PRICES INCLUDE A "FREE INTERACTIVE A/R APP"**

- (g) **Complimentary tickets:** It is agreed that there shall be no revenues derived from complimentary tickets. LICENSOR shall be entitled to 50 complimentary tickets which shall include any private events LICENSEE books in connection with the EVENT held outside of EXHIBIT hours,
  - (i) LICENSEE shall provide free tickets to SEE NEVADA executives plus one guest each, to LICENSEE's official opening and closing event(s), including any private party or parties or benefits related to the EVENT. LICENSEE reserves the right to have private EVENT events provided that if tickets are sold to any such private event, the ticket revenues therefrom shall be included in gross revenues which are subject to Paragraph 5 below.
  - (ii) The PARTIES may agree to additional complimentary tickets in writing at any time.

5. **License Fees and Revenues.** All revenues received by LICENSEE shall be shared and distributed to SEE NEVADA according to the following schedule:

- (a) SEE NEVADA shall provide ticketing agency for all EVENT ticket sales.

- (a) **Gross Revenues.** LICENSEE shall pay SEE NEVADA a percentage of all gross revenues received through the EVENT as follows:

- (1) LICENSEE shall pay SEE NEVADA **fifty-five percent (55%)** of all gross revenues (less applicable taxes and credit card fees) derived from EVENT ticket sales, App device rentals, sponsorship income, merchandise sales, train rides, and any private

event rental fees ("GROSS REVENUES").

1. SEE NEVADA shall provide an electric mini-passenger train for the EVENT ("TRAIN".)

a. Ticket prices for TRAIN shall sell at \$5 per person. All monies shall be shared on the same 55/45% percentage as stated more fully in Paragraph 5.

(2) LICENSEE shall pay SEE NEVADA a recoupable but non-refundable advance guarantee of **Fifty Thousand Dollars (USD \$50,000)** ("Minimum Guarantee") in consideration for SEE Nevada granting a LICENSE to LICENSEE for the EVENT. In the event that the event does not occur in St. Helens, OR during times specified in AGREEMENT for any reason the entire advance shall be refunded within 7 business days.

(a) The Minimum Guarantee shall be paid to SEE NEVADA in full upon the execution of this AGREEMENT.

a. If LICENSEE fails to make payment in a timely manner, LICENSEE shall have a period of ten (10) business days within which to cure the late payment. If LICENSEE fails to cure such late payment in a timely manner, SEE NEVADA shall have the right to terminate this AGREEMENT and any payments made shall be forfeited to SEE NEVADA as liquidated damages and not as a penalty.

(b) **Merchandising Revenues.** SEE NEVADA shall also receive 55% of all gross sales from sale of EVENT specific merchandise sold at the EVENT and received by LICENSEE from merchandising vendor if a merchandising vendor is providing merchandise. Such merchandise includes souvenir books, postcards, posters, t-shirts, coffee mugs, puzzles and other items sold at the EVENT.

(i) If SEE NEVADA provides merchandise to LICENSEE for sale at the EVENT, such items shall be provided to LICENSEE on consignment. LICENSEE shall pay SEE NEVADA for the wholesale cost of each item sold. Any and all items not sold during the TERM of the LICENSE shall be returned to SEE NEVADA.

(ii) **Downloadable App.** SEE NEVADA shall furnish a downloadable computer application ("APP") to be provided to patrons attending the EVENT. Sale of APP at the EVENT is \$4.00 each and shall be included in advance ticket purchases or attraction bundles or may be sold separately for \$4.00. Of this amount \$1.80 is paid to SEE NEVADA to be forwarded to the developer. The balance of the monies, \$2.20 is shared between the Parties on the 55/45 ratio with 55% going to SEE NEVADA and 45% going to LICENSEE. All APP sales shall be included in the GROSS REVENUES and distributed on the 55/44 ratio as described in the AGREEMENT.

6. **Accounting and Payment.** LICENSEE shall provide a written account to SEE NEVADA on every Tuesday of each week of the TERM for all GROSS REVENUES received for the preceding week. LICENSEE shall thereafter pay SEE NEVADA the applicable 55% of GROSS REVENUES within three (3) calendar days after the issuance of the ACCOUNTING STATEMENT.

For example, on July 14, 2020, LICENSEE will provide an accounting of sales for July 6-12, payable by Friday, July 17.

(a) Each ACCOUNTING STATEMENT shall specify event net revenues, claimed allowable deductions, royalty income and expenses with expense statements which specify in detail, advances, expenses, and revenues.

(b) If LICENSEE fails to make such payment as stated above, LICENSEE shall have a period of ten (10) business days within which to cure any late payment. If LICENSEE fails to cure such late payment within the ten (10) business day grace period, SEE NEVADA shall have the right to terminate this AGREEMENT and retain all monies paid in addition to having the option to either close the EVENT or take over the EVENT and retain all monies received without objection or recourse from the LICENSEE.

(c) If there is a *bona fide* dispute involving monies due, LICENSEE and SEE NEVADA agree to negotiate in good faith and resolve said dispute within thirty (30) days. Once resolved if monies are due as agreed from said negotiated invoice shall be paid within ten (10) days thereafter.

7. **Review and Audit.** During the TERM of this AGREEMENT (including a mutually agreed upon extension), SEE NEVADA shall have the right, not more than once per calendar year to examine, audit or copy extracts from LICENSEE'S records of receipts and expenses from the EVENT. Such examination shall be made by SEE NEVADA employees or a certified public accountant or lawyer at SEE NEVADA's sole cost and expense during normal business hours upon not less than thirty (30) days prior written notice to LICENSEE.

(a) Such designees shall treat such RECORDS as the confidential information of LICENSEE and shall not disclose any information from such RECORDS other than that necessary to report to both LICENSEE and SEE NEVADA on the accuracy of the calculation of the fees.

(b) If any such audit of the RECORDS reveals an underpayment to SEE NEVADA of five percent (5%) or more, LICENSEE shall pay SEE NEVADA the entire underpayment as well as all fees, costs, and expenses incurred in such audit. LICENSEE shall make such payment to SEE NEVADA within 10 days of receipt of written notice by LICENSEE of SEE NEVADA's determination of underpayment. If LICENSEE fails to make such payment in the time stated, LICENSEE shall have a period of ten (10) business days within which to cure such late payment. If LICENSEE fails to cure the late payment during the ten-day cure period, SEE NEVADA shall have the right to terminate this AGREEMENT and retain all fees paid.

(c) LICENSEE shall maintain, for at least two (2) years after expiration or termination of this AGREEMENT, all books, records, contracts and accounts relating to the EVENT and the gross receipts resulting there from and deductions therefrom to compute EVENT gross revenues and net revenues.

8. **Use of Photos and Videos.** LICENSEE hereby grants permission to SEE NEVADA to free use of any photographs and videos of the EVENT to be used on SEE NEVADA's website and within other marketing and advertising materials, in any and all media, whether now known or hereafter invented or devised in perpetuity throughout the universe, unless, however, any EVENT sponsors are displayed in such photographs or videos and also require permission prior to allowing SEE NEVADA such use in which case the PARTIES will obtain EVENT sponsor permission prior to such use. LICENSEE shall instruct its publicist to make available to SEE NEVADA all media and press reports as such materials become available during the TERM.
9. **Termination.** If either PARTY terminates this AGREEMENT prior to the expiration of the TERM or closes the EVENT at the VENUE prior to the expiration of the TERM and are found to be in default of this AGREEMENT, the terminating party shall pay the non-terminating party a payment in an amount reflecting the non-terminating party's portion of its projected Gross Revenue, as described in paragraph 5, during the Term remainder. The PARTIES agree that a determination of damages will be difficult if not impossible and therefore agree that the payment described herein is a payment of liquidated damages and not a penalty.
10. **Indemnity.** Each PARTY shall defend, indemnify and hold harmless the other PARTY, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a PARTY's gross negligence or willful misconduct in performing any of its obligations under this AGREEMENT, or (b) a material breach by a PARTY of any of its representations, warranties, covenants or agreements under this AGREEMENT.
11. **Force Majeure.** If LICENSEE's operation of the EVENT is prevented, suspended, postponed or discontinued by reason of a governmental regulation or order, strike, act of terrorism, war, civil unrest, fire, earthquake or similar act of God, or by any other cause of a similar or dissimilar nature beyond the control of SEE NEVADA or LICENSEE,

LICENSEE shall have the right to suspend or extend the TERM (including the Extended Term, if applicable) for a period of time equal to the continuation of such Force Majeure condition.

If a suspension of the EVENT for Force Majeure continues for more than four (4) weeks, SEE NEVADA may terminate this AGREEMENT by written notice to LICENSEE unless LICENSEE reinstates the EVENT at the VENUE or a mutually approved alternative location within the City of St. Helens, OR area within one (1) week after receipt of such proposed termination notice from LICENSEE.

12. **Confidentiality.** LICENSEE shall keep all information designated or specified by SEE

NEVADA as confidential or proprietary. LICENSEE shall not disclose SEE NEVADA's proprietary information to any third party other than to each PARTY's own attorneys, accountants and/or other financial representatives as necessary, and shall require such personnel to keep that information confidential. SEE NEVADA and LICENSEE may issue a press release announcing LICENSEE entered into an exclusive license AGREEMENT with SEE NEVADA in respect to the EVENT at the EVENT VENUE. The foregoing confidentiality obligations shall survive any termination or expiration of this AGREEMENT.

13. **Entire Agreement.** This AGREEMENT shall constitute the entire AGREEMENT between the PARTIES in relation to its subject matter and replaces and extinguishes all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the PARTIES, whether oral or written, relating to that subject matter. No variation of this AGREEMENT shall be effective unless made in writing and signed by or on behalf of each of the PARTIES.

**Successors and Assigns.** This AGREEMENT and each PARTY's obligations hereunder shall be binding on the representatives, assigns, and successors of each PARTY and shall inure to the benefit of the assigns and successors of each PARTY. . No PARTY may assign, license, sub-license, or transfer any rights or obligations under this AGREEMENT without the prior written consent of the other PARTY.

**Non-Waiver.** The failure of a PARTY to enforce any provision of this AGREEMENT or by law shall not constitute a waiver of any provision or the right of such PARTY to enforce each and every provision of this AGREEMENT.

(h) Nothing in this AGREEMENT shall be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose, between the PARTIES.

**Choice of Law.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Oregon. Any dispute under this AGREEMENT shall be finally adjudicated by the applicable federal or superior court in the State of Oregon. The PARTIES consent to the exclusive jurisdiction of such courts, and the court proceedings and all documents shall be in the English language. In any action to enforce or bring a dispute under this AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in such action from the other party, in addition to any other relief to which the party may be entitled.

**Advice of Counsel.** The PARTIES acknowledge that they have consulted with and obtained the advice of counsel regarding the contents and effect of this AGREEMENT, that they have carefully read and understand all of its provisions, and that they are entering into this AGREEMENT knowingly and voluntarily.

**Joint Drafting.** This AGREEMENT is deemed to have been jointly and mutually drafted by the PARTIES and shall be construed in that manner.

**Execution in Counterparts.** This AGREEMENT may be executed in one or more counterparts, including electronic signature, and delivered by email, and each such counterpart, upon execution and



delivery, shall be deemed a complete original, binding the PARTY subscribed thereto upon execution by all PARTIES to this AGREEMENT. Such counterparts, when so executed, shall together constitute the final AGREEMENT. Email transmissions of original signatures shall be considered in all respects equivalent to original signatures.

**Severability.** In the event that any provision contained in this AGEEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be deemed to be in full force and effect.

**Notices.** Notices pursuant to this AGREEMENT shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

SPECIAL ENTERTAINMENT EVENTS INC.      7582 South Las Vegas Blvd.  
Suite 508  
Las Vegas, NV 89123

CITY OF ST. HELENS:      City of St. Helens  
c/o City Administrator  
265 Strand Street  
St. Helens, OR 97051

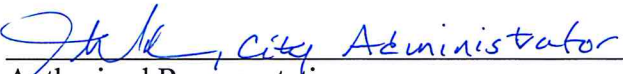
The PARTIES hereto mutually accept electronic signatures followed by delivery or exchange of hard signature copies within ten (10) business days thereafter by mail, courier, or service such as Federal Express, DHL, or UPS.

**Consummation of Agreement.** This AGREEMENT shall not be binding until fully executed.

IN WITNESS WHEREOF, the PARTIES hereto have executed and delivered this AGREEMENT as of the date signed below.


Dated: 02/24/2020

City of St. Helens, OR

  
\_\_\_\_\_  
Authorized Representative

Dated: 02/24/2020

SPECIAL ENTERTAINMENT EVENTS Inc.  
(a Nevada Corporation)

  
\_\_\_\_\_  
Martin Biallas, President

**City of St. Helens**  
**Declare Surplus Property**  
**City Council Meeting**  
**March 4, 2020**

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

**Public Works Department**

1990 Ford Ranger  
License plate number E175138  
Mileage 56,817  
Serial number 1FTCR14T1LPA69479

*City of St. Helens*  
**Declare Surplus Property**  
**City Council Meeting**  
**March 4, 2020**

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

**City Hall**

- Printers (2)
- Monitors (9)
- Workstations (13)
- Servers (3)
- Switches (5)
- Laptops (5)

All items are recyclable. Centerlogic, our IT consultant, will dispose of these via a recycler of computer equipment.

**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>
• Sherlock's Grocery	Kirat Corporation	155 N Vernonia RD	Renewal
• Cravings Cigs & Vape #3 LLC	Cravings Cigs & Vape #3 LLC	335 S Columbia River HWY	Renewal
• Pastime Tavern	Hook Line & Sinker LLC	2019 Columbia BLVD	Renewal
• St Helens Chevron	Wilson Oil Inc	115 N Hwy 30	Renewal
• Walgreens Co	Walgreens	175 S Columbia River HWY	Renewal
• Miyako Restaurant	Miyako Inc	1835 Columbia BLVD	Renewal
• Elks Lodge #19999	Elks Lodge #1999	350 Belton RD	Renewal
• The Pour House	C & S House Inc	2098 Old Portland RD	Renewal
• Safeway Store #424	Safeway Inc	795 S Columbia River Hwy	Renewal



St. Helens, OR

# Expense Approval Register

Packet: APPKT00014 - AP 2.21.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
BULLARD LAW	42430	02/21/2020	POLICE BARGAINING 2020	100-707-52019	8,604.88
COLUMBIA RIVER PUD	02112020	02/21/2020	150 S 13TH ST- POLICE	100-705-52003	210.99
COLUMBIA RIVER PUD	02112020	02/21/2020	150 S 13 ST POLICE STATION	100-705-52003	422.48
COLUMBIA RIVER PUD	02112020	02/21/2020	375 S 18TH ST COLUMBIA CEN...	100-706-52003	737.60
COLUMBIA RIVER PUD	02112020	02/21/2020	264 STRAND ST- COL VIEW PA...	100-708-52003	55.18
COLUMBIA RIVER PUD	02112020	02/21/2020	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	63.11
COLUMBIA RIVER PUD	02112020	02/21/2020	475 S 18TH ST - MCCORMICK ...	100-708-52003	76.13
COLUMBIA RIVER PUD	02112020	02/21/2020	475 S 18TH ST	100-708-52003	215.28
COLUMBIA RIVER PUD	02112020	02/21/2020	475 S 18TH ST	100-708-52003	133.15
COLUMBIA RIVER PUD	02112020	02/21/2020	120 WHITE WAY - WALNUT TR...	100-708-52003	25.25
COLUMBIA RIVER PUD	02112020	02/21/2020	264 STRAND ST- PARKS/ GAZE...	100-708-52003	18.24
COLUMBIA RIVER PUD	02112020	02/21/2020	200 N RIVER ST - GREY CLIFFS ...	100-708-52003	98.49
COLUMBIA RIVER PUD	02112020	02/21/2020	475 S 18TH ST- MCCORMICK E...	100-708-52003	27.83
COLUMBIA RIVER PUD	02112020	02/21/2020	265 STRAND ST. - SPLASH PAD...	100-708-52003	26.19
COLUMBIA RIVER PUD	02112020	02/21/2020	162 MCMICHAEL ST - CAMPBE...	100-708-52003	104.76
COLUMBIA RIVER PUD	02112020	02/21/2020	200 N 7TH ST - PARK	100-708-52003	25.56
COLUMBIA RIVER PUD	02112020	02/21/2020	299 N 6TH ST - PARKS	100-708-52003	25.25
COLUMBIA RIVER PUD	02112020	02/21/2020	265 STRAND ST. - DOCKS	100-708-52046	268.03
COLUMBIA RIVER PUD	02112020	02/21/2020	264 STRAND ST- COL VIEW PA...	100-708-52046	55.17
COLUMBIA RIVER PUD	02112020	02/21/2020	264 STRAND ST- PARKS/ GAZE...	100-708-52047	18.25
COLUMBIA RIVER PUD	02112020	02/21/2020	277 STRAND ST -	100-715-52003	27.43
COLUMBIA RIVER PUD	02112020	02/21/2020	275 STRAND ST- CITY HALL UB ...	100-715-52003	88.65
COLUMBIA RIVER PUD	02112020	02/21/2020	265 STRAND ST- CITY HALL MA...	100-715-52003	993.36
COLUMBIA RIVER PUD	02112020	02/21/2020	265 STRAND ST- CITY HALL UP	100-715-52003	208.73
COLUMBIA RIVER PUD	02112020	02/21/2020	277 STRAND ST- CITY HALL UB...	100-715-52003	97.23
COLUMBIA PACIFIC FOOD BANK	INV0000029	02/21/2020	CHECKS MADE OUT TO FOOD ...	100-707-52028	1,320.00
GLOBAL ELECTRIC INC	INV0000030	02/21/2020	OVERPAYMENT BUS LIC FEE 0...	100-000-35002	40.00
JOHN BOYD	INV0000031	02/21/2020	REFUND PUBLIC REC REQUEST	100-000-36002	20.00
RUBENS LAWN SERVICE	0002884	02/21/2020	MONTHLY LAWN SERVICE	100-705-52023	40.00
PORTLAND GENERAL ELECTRIC	INV0000033	02/21/2020	0153585940	100-709-52003	274.21
CODE PUBLISHING	66052	02/21/2020	MUNICODE UPDATE	100-702-52019	641.25
NW NATURAL GAS	INV0000036	02/21/2020	5638	100-705-52003	184.90
NW NATURAL GAS	INV0000036	02/21/2020	7673	100-706-52003	580.42
NW NATURAL GAS	INV0000036	02/21/2020	8563	100-708-52003	18.52
NW NATURAL GAS	INV0000036	02/21/2020	3047	100-708-52003	105.96
NW NATURAL GAS	INV0000036	02/21/2020	0109	100-709-52003	218.61
NW NATURAL GAS	INV0000036	02/21/2020	5285	100-715-52003	138.71
NW NATURAL GAS	INV0000036	02/21/2020	2848	100-715-52003	138.71
ERSKINE LAW PRECTICE LLC	INV0000039	02/21/2020	2/3-2/13	100-704-52019	3,092.50
EASYPERMIT POSTAGE	INV0000041	02/21/2020	POSTAGE	100-715-52009	1,000.00
SOLUTIONS YES	INV224049	02/21/2020	TONER	100-705-52004	130.00
SOLUTIONS YES	INV224339	02/21/2020	CITY HALL PINTER	100-715-52005	30.16
SOLUTIONS YES	INV224525	02/21/2020	TONER	100-715-52005	940.00
SOLUTIONS YES	INV225826	02/21/2020	CITY HALL PRINTER	100-715-52005	176.72
SOLUTIONS YES	INV226896	02/21/2020	CITY HALL PRINTER	100-715-52005	42.76
SOLUTIONS YES	INV227247	02/21/2020	KOCERA MUNI COURT	100-715-52005	52.68
<b>Fund 100 - GENERAL FUND Total:</b>					<b>21,813.33</b>
<b>Fund: 201 - VISITOR TOURISM</b>					
NW NATURAL GAS	INV0000036	02/21/2020	NATURAL GAS	201-000-52003	22.92
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>22.92</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
OREGON DEPT. OF STATE LAN...	22039	02/21/2020	WATERWAY LEASE FEE ML9431	202-722-52054	1,376.82
RADLER WHITE PARKS & ALEX...	22851	02/21/2020	ACSP TRANSACTION	202-721-52019	5.1

## Expense Approval Register

Packet: APPKT00014 - AP 2.21.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RADLER WHITE PARKS & ALEX...	22852	02/21/2020	QUARRY PROF SERVICES	202-722-52019	3,055.00
MAUL FOSTER ALONGI INC	38045	02/21/2020	GOVERNANCE AND PUBLIC EN...	202-721-52019	5,252.50
MAUL FOSTER ALONGI INC	38045	02/21/2020	COMMUNITY WIDE ASSESSM...	202-721-52050	4,585.00
MAUL FOSTER ALONGI INC	38045	02/21/2020	IGA PAHSE 1 LAGOON REPUR...	202-722-52019	33,858.39
MAUL FOSTER ALONGI INC	38045	02/21/2020	BWP ON CALL SERVICES	202-722-52019	345.00
PORTLAND GENERAL ELECTRIC	FEB 2020	02/21/2020	1650931000	202-722-52003	39.88

**Fund 202 - COMMUNITY DEVELOPMENT Total:** **54,082.59**

**Fund: 205 - STREETS**

DAVID EVANS AND ASSOCIATE...	459199	02/21/2020	VERNONIA RID SIDEWALKS	205-000-53001	1,440.95
COLUMBIA RIVER PUD	02112020	02/21/2020	58651 COLUMBIA RIVER HWY ...	205-000-52003	26.55
COLUMBIA RIVER PUD	02112020	02/21/2020	191 N MILTON WAY- LANDSC...	205-000-52003	25.56
COLUMBIA RIVER PUD	02112020	02/21/2020	1370 COLUMBIA BLVD.- FOUN...	205-000-52003	39.23
COLUMBIA RIVER PUD	02112020	02/21/2020	265 STRAND ST	205-000-52003	3,628.09
COLUMBIA RIVER PUD	02112020	02/21/2020	1800 COLUMBIA BLVD - SIGNAL	205-000-52003	105.50
COLUMBIA RIVER PUD	02112020	02/21/2020	191 N MILTON WAY - SIGNAL	205-000-52003	36.18
COLUMBIA RIVER PUD	02112020	02/21/2020	2198 COLUMBIA BLVD - SIGNAL	205-000-52003	40.09
COLUMBIA RIVER PUD	02112020	02/21/2020	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	44.38
COLUMBIA RIVER PUD	02112020	02/21/2020	715 S COLUMBIA RIVER HWY -...	205-000-52003	68.71
KITTELSON & ASSOCIATES	0106783	02/21/2020	FINAL DESIGN	205-000-53001	1,679.04
KITTELSON & ASSOCIATES	0107672	02/21/2020	PROJECT R-685 FINAL DESIGN	205-000-53001	8,324.20
SCAPPOOSE SAND AND GRAVE...	T41528	02/21/2020	SAND	205-000-52001	248.00

**Fund 205 - STREETS Total:** **15,706.48**

**Fund: 303 - SEWER SDC**

DAILY JOURNAL OF COMMERCE	744619890	02/21/2020	STORMWATER AND SANITARY...	303-000-52019	42.35
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**Fund 303 - SEWER SDC Total:** **42.35**

**Fund: 304 - STORM SDC**

DAILY JOURNAL OF COMMERCE	744619890	02/21/2020	STORMWATER AND SANITARY...	304-000-52019	42.35
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**Fund 304 - STORM SDC Total:** **42.35**

**Fund: 601 - WATER**

COLUMBIA RIVER PUD	02112020	02/21/2020	35261 PITTSBURG RD- PW WA...	601-731-52003	28.09
COLUMBIA RIVER PUD	02112020	02/21/2020	58791 COLUMBIA RIVER HWY -..	601-731-52003	38.76
COLUMBIA RIVER PUD	02112020	02/21/2020	62420 COLUMBIA RIVER HWY -..	601-731-52003	280.85
COLUMBIA RIVER PUD	02112020	02/21/2020	57500 OLD PORTLAND RD - W...	601-731-52003	94.57
COLUMBIA RIVER PUD	02112020	02/21/2020	2300 STRAND ST - WELL 2	601-731-52003	1,906.50
COLUMBIA RIVER PUD	02112020	02/21/2020	1680 1 ST -	601-731-52003	106.97
COLUMBIA RIVER PUD	02112020	02/21/2020	1215 FOURTH ST - WFF	601-732-52003	4,406.61
NW NATURAL GAS	INV0000036	02/21/2020	2942	601-732-52003	1,297.06
BELLS CONSTRUCTION	INV0000042	02/21/2020	RE ISSUE LOST CK 124679 REF...	601-000-20100	90.00

**Fund 601 - WATER Total:** **8,249.41**

**Fund: 603 - SEWER**

COLUMBIA RIVER PUD	02112020	02/21/2020	37700 CLARK ST - PS 8	603-735-52003	25.96
COLUMBIA RIVER PUD	02112020	02/21/2020	451 PLYMOTH ST - WWTP LA...	603-736-52003	1,414.34
COLUMBIA RIVER PUD	02112020	02/21/2020	451 PLYMOTH ST - WWTP LA...	603-737-52003	1,414.34
COLUMBIA RIVER PUD	02112020	02/21/2020	169 S 4TH ST WATER FLOW M...	603-738-52003	64.24
COLUMBIA RIVER PUD	02112020	02/21/2020	145 N RIVER ST- PS 2	603-738-52003	280.32
COLUMBIA RIVER PUD	02112020	02/21/2020	59500 OLD PORTLAND RD - PS...	603-738-52003	298.80
COLUMBIA RIVER PUD	02112020	02/21/2020	124 S 4 ST - PS 3	603-738-52003	53.05
COLUMBIA RIVER PUD	02112020	02/21/2020	240 MADRONA CT	603-738-52003	299.52
COLUMBIA RIVER PUD	02112020	02/21/2020	35139 MAPLE ST. - PS 11	603-738-52003	92.95
COLUMBIA RIVER PUD	02112020	02/21/2020	320 S 1ST ST- PS #1	603-738-52003	258.84
CENTURY LINK	FEB 2020	02/20/2020	293	603-736-52010	22.00
CENTURY LINK	FEB 2020	02/20/2020	600	603-736-52010	22.01
CENTURY LINK	FEB 2020	02/20/2020	654	603-736-52010	22.01
CENTURY LINK	FEB 2020	02/20/2020	688	603-736-52010	22.01
CENTURY LINK	FEB 2020	02/20/2020	654	603-737-52010	22.00
CENTURY LINK	FEB 2020	02/20/2020	600	603-737-52010	22.00
CENTURY LINK	FEB 2020	02/20/2020	688	603-737-52010	22.00
CENTURY LINK	FEB 2020	02/20/2020	293	603-737-52010	22.01
NW NATURAL GAS	INV0000036	02/21/2020	5750	603-736-52003	

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## Expense Approval Register

Packet: APPKT00014 - AP 2.21.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NW NATURAL GAS	INV0000036	02/21/2020	7720	603-736-52003	8.00
NW NATURAL GAS	INV0000036	02/21/2020	7720	603-737-52003	7.99
NW NATURAL GAS	INV0000036	02/21/2020	5750	603-737-52003	93.91
COMCAST	INV0000038	02/21/2020	0082	603-736-52003	62.45
COMCAST	INV0000038	02/21/2020	0082	603-737-52003	62.45
<b>Fund 603 - SEWER Total:</b>					<b>4,707.10</b>
<b>Fund: 701 - EQUIPMENT</b>					
BOBCAT OF PORTLAND	01-2801	02/21/2020	BOB ROD TIE ASSY	701-000-52001	234.03
<b>Fund 701 - EQUIPMENT Total:</b>					<b>234.03</b>
<b>Fund: 702 - INFORMATION SYSTEMS</b>					
CENTURY LINK	FEB 2020	02/20/2020	130	702-000-52010	54.01
CENTURY LINK	FEB 2020	02/20/2020	131	702-000-52010	54.01
CENTURY LINK	FEB 2020	02/20/2020	818	702-000-52010	382.48
CENTURY LINK	FEB 2020	02/20/2020	796	702-000-52010	42.31
CENTURY LINK	FEB 2020	02/20/2020	651	702-000-52010	42.87
CENTURY LINK	FEB 2020	02/20/2020	579	702-000-52010	44.01
CENTURY LINK	FEB 2020	02/20/2020	228	702-000-52010	86.33
CENTURY LINK	FEB 2020	02/20/2020	909	702-000-52010	74.80
CENTURY LINK	FEB 2020	02/20/2020	798B	702-000-52010	95.45
CENTURY LINK	FEB 2020	02/20/2020	967	702-000-52010	121.47
QWEST DBA CENTURYLINK AC...	3263X204S20042	02/21/2020	04S3	702-000-52010	246.66
COMCAST	INV0000037	02/21/2020	9144	702-000-52003	130.83
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>1,375.23</b>
<b>Fund: 703 - PW OPERATIONS</b>					
COLUMBIA RIVER PUD	02112020	02/21/2020	650 OREGON ST -LEMONT PU...	703-734-52003	314.98
COLUMBIA RIVER PUD	02112020	02/21/2020	984 OREGON ST	703-734-52003	959.94
COLUMBIA RIVER PUD	02112020	02/21/2020	984 OREGON ST - PW SHOP	703-734-52003	164.06
COLUMBIA RIVER PUD	02112020	02/21/2020	1230 DEER ISLAND RD - PW	703-734-52003	51.36
SCAPPOOSE SAND AND GRAVE...	41449	02/21/2020	DUMP FEES CONCRETE	703-734-52001	150.00
NW NATURAL GAS	INV0000036	02/21/2020	8675	703-734-52003	116.57
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>1,756.91</b>
<b>Fund: 704 - FACILITY MAJOR MAINTNANCE</b>					
MACKENZIE	1065630	02/21/2020	ST. HELENS POLICE NEEDS	704-000-53018	1,142.24
<b>Fund 704 - FACILITY MAJOR MAINTNANCE Total:</b>					<b>1,142.24</b>
<b>Grand Total:</b>					<b>109,174.94</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	21,813.33
201 - VISITOR TOURISM	22.92
202 - COMMUNITY DEVELOPMENT	54,082.59
205 - STREETS	15,706.48
303 - SEWER SDC	42.35
304 - STORM SDC	42.35
601 - WATER	8,249.41
603 - SEWER	4,707.10
701 - EQUIPMENT	234.03
702 - INFORMATION SYSTEMS	1,375.23
703 - PW OPERATIONS	1,756.91
704 - FACILITY MAJOR MAINTNANCE	1,142.24
<b>Grand Total:</b>	<b>109,174.94</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-35002	Business Licenses	40.00
100-000-36002	Fines - Court	20.00
100-702-52019	Professional Services	641.25
100-704-52019	Professional Services	3,092.50
100-705-52003	Utilities	818.37
100-705-52004	Office Supplies	130.00
100-705-52023	Facility Maintenance	40.00
100-706-52003	Utilities	1,318.02
100-707-52019	Professional Services	8,604.88
100-707-52028	Projects & Programs	1,320.00
100-708-52003	Utilities	1,018.90
100-708-52046	Dock Services	323.20
100-708-52047	Marine Board	18.25
100-709-52003	Utilities	492.82
100-715-52003	Utilities	1,692.82
100-715-52005	Small Equipment	1,242.32
100-715-52009	Postage	1,000.00
201-000-52003	Utilities	22.92
202-721-52019	Professional Services	10,822.50
202-721-52050	Community Wide Assess...	4,585.00
202-722-52003	Utilities	39.88
202-722-52019	Professional Services	37,258.39
202-722-52054	Offshore Lease	1,376.82
205-000-52001	Operating Supplies	248.00
205-000-52003	Utilities	4,014.29
205-000-53001	Capital Outlay	11,444.19
303-000-52019	Professional Services	42.35
304-000-52019	Professional Services	42.35
601-000-20100	Accounts Payable	90.00
601-731-52003	Utilities	2,455.74
601-732-52003	Utilities	5,703.67
603-735-52003	Utilities	25.96
603-736-52003	Utilities	1,578.69
603-736-52010	Telephone	88.03
603-737-52003	Utilities	1,578.69
603-737-52010	Telephone	88.01
603-738-52003	Utilities	1,347.72
701-000-52001	Operating Supplies	234.03
702-000-52003	Utilities	130.83
702-000-52010	Telephone	1,244.40
703-734-52001	Operating Supplies	150.00
703-734-52003	Utilities	1,606.91



**Account Summary**

Account Number	Account Name	Expense Amount
704-000-53018	Capital Outlay - City Hall	1,142.24
	<b>Grand Total:</b>	<b>109,174.94</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	109,174.94
Grand Total:	109,174.94



St. Helens, OR

# Expense Approval Register

Packet: APPKT00016 - AP 2.21.20 (2)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
GRETCHEN KOLDERUP-	INV0000040	02/21/2020	MILEAGE REIMB / OYAN QUA...	100-706-52018	24.04
Fund 100 - GENERAL FUND Total:					24.04
<b>Fund: 603 - SEWER</b>					
SAMUEL ORTIZ-	INV0000032	02/21/2020	REIMB MEALS / MILEAGE CERT...	603-736-52018	55.82
SAMUEL ORTIZ-	INV0000032	02/21/2020	REIMB MEALS / MILEAGE CERT...	603-737-52018	55.83
Fund 603 - SEWER Total:					111.65
Grand Total:					135.69

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	24.04
603 - SEWER	111.65
<b>Grand Total:</b>	<b>135.69</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-706-52018	Professional Development	24.04
603-736-52018	Professional Development	55.82
603-737-52018	Professional Development	55.83
<b>Grand Total:</b>		<b>135.69</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	135.69
<b>Grand Total:</b>	<b>135.69</b>