



## **CITY COUNCIL REGULAR SESSION**

**Wednesday, May 06, 2020**

265 Strand Street, St. Helens, OR 97051

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

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### **Welcome!**

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

1. **7:00 P.M. - Call Regular Session to Order via Zoom - See meeting options below**
2. **Pledge of Allegiance**
3. **Visitor Comments - Limited to five (5) minutes per speaker**
4. **Ordinances - First Reading**
  - 4.a. Ordinance No. 3253: An Ordinance Amending the St. Helens Municipal Code Chapters 17.46 and 17.124 Regarding Floodplains and Floodways, and Accessory Structures  
[Ord No 3253 - Amend SHMC re Floodplains & Accessory Structures PENDING 052020.pdf](#)
5. **Award Bid/Contract**
  - 5.a. Sanitary and Storm Drainage Systems Master Plans Projects to Keller & Associates  
[5-6-2020\\_AwardMasterPlanConsulting.pdf](#)
6. **Approve and/or Authorize for Signature**
  - 6.a. Access and Utility Easement Modification with Pam Rensch for Chase Road  
[Rensch - Access Utility Easement 4 \(with attachments\).pdf](#)
  - 6.b. Agreement with MorePower Technology Group for IT Services

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For more information or for an application, stop by City Hall or call 503-366-8217.**

[More\\_Power.001637.v1.18.pdf](#)

- 6.c. Contract Payments  
[Contract Payments.pdf](#)

7. **Re-appoint Margaret Jeffries to Columbia Learning Center Board**

8. **Consent Agenda for Acceptance**

- 8.a. Budget Committee Minutes dated April 15 & 22, 2019  
[041519 BC Minutes APPROVED 041620.pdf](#)  
[042219 BC Minutes APPROVED 041620.pdf](#)

9. **Consent Agenda for Approval**

- 9.a. Council Special Session, Work Session, Public Hearing, and Regular Session Minutes dated April 8 and 15, 2020  
[050620 Council Minutes TO BE APPROVED.pdf](#)
- 9.b. New Accountant Job Description  
[09b. Accountant PROPOSED 050620.pdf](#)
- 9.c. OLCC Licenses  
[OLCC 05-06-20 CC Mtg.pdf](#)
- 9.d. Accounts Payable Bill Lists  
[AP Bill Lists.pdf](#)

10. **Mayor Scholl Reports**

11. **Council Member Reports**

12. **Department Reports**

13. **Other Business**

14. **Adjourn**

**Zoom Meeting Options -**

*On your computer, tablet or phone*

- <https://zoom.us/j/98980765589>
- Meeting ID: 989 8076 5589

*Dial by your location*

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- +1 346 248 7799
- *Meeting ID: 989 8076 5589*

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City of St. Helens  
**ORDINANCE NO. 3253**

AN ORDINANCE AMENDING THE ST. HELENS MUNICIPAL CODE CHAPTERS  
17.46 AND 17.124 REGARDING FLOODPLAINS AND FLOODWAYS, AND  
ACCESSORY STRUCTURES

**WHEREAS**, pursuant to St. Helens Municipal Code 17.20.020(1)(c) the Planning Director initiated a legislative change to adopt text amendments to the Community Development Code (St. Helens Municipal Code Title 17); and

**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 January 30, 2020, agencies on February 19, 2020, and the local newspaper of record on February 26, 2020; and

**WHEREAS**, due to the COVID-19 pandemic and social distancing efforts, the City provided additional notice to agencies on April 3, 2020, and the local newspaper of record on April 8, 2020; and

**WHEREAS**, the St. Helens Planning Commission did hold a duly noticed public hearing on March 10, 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 April 15, 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 code 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.** The City of St. Helens Municipal Code (Development Code) is hereby amended, attached hereto as **Attachment "A"** and made part of this reference.

**Section 3.** In support of the code amendments described herein, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Attachment "B"** and made part of this reference.

**Section 4. 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 5.** 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 6.** The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: May 6, 2020  
Read the second time: May 20, 2020

**APPROVED AND ADOPTED** this 20<sup>th</sup> day of May, 2020 by the following vote:

Ayes:

Nays:

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

ATTEST:

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

Added text is underlined.

Deleted text is ~~stricken~~.

[...] means skipping text as it reads in the code (e.g., to focus on text being edited in this document)

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## Chapter 17.46 FLOODPLAINS AND FLOODWAYS

Sections:

17.46.010 Statutory ~~A~~ authorization, findings of fact, purpose, and ~~objectives~~ methods of reducing flood losses.

17.46.020 Definitions.

17.46.030 General provisions.

17.46.040 Administration.

17.46.045 Variances and FIRM Boundary Appeal.

17.46.050 Provisions for flood hazard reduction.

**17.46.010 Statutory ~~A~~ authorization, findings of fact, purpose, and ~~objectives~~ methods of reducing flood losses.**

(1) Statutory ~~A~~ authorization. The State of Oregon has in ~~the home rule provisions of the Oregon Constitution~~ ORS 197.175 delegated the responsibility to ~~the City of St. Helens~~ local government units to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of St. Helens does ordain as follows in the subsequent sections of this chapter.

(2) Findings of Fact:

(a) The flood hazard areas of the City of St. Helens are subject to periodic inundation which may ~~results~~ in loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

(b) These flood losses ~~are~~ may be caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, cause damage ~~uses~~ in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to ~~the~~ flood loss.

(3) Purpose. It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flooding ing conditions in specific in flood hazard areas by provisions designed:

- (a) To protect human life and health;
- (b) To minimize expenditure of public money and costly flood control projects;
- (c) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (d) To minimize prolonged business interruptions;
- (e) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;

(f) To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize ~~future flood~~ blight areas caused by flooding;

(g) To ~~ensure that~~ notify potential buyers ~~are notified~~ that the property is in an area of special flood hazard; ~~and~~

(h) To ~~ensure that~~ notify those who occupy ~~the~~ areas of special flood hazard that they assume responsibility for their actions; ~~and~~

(i) To participate in and maintain eligibility for flood insurance and disaster relief.

(4) ~~Objectives~~ Methods of reducing flood losses. In order to accomplish its purposes, this chapter includes methods and provisions for:

(a) Restricting or prohibiting ~~uses~~ development which ~~are~~ is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

(b) Requiring that ~~uses~~ development vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(c) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;

(d) Controlling filling, grading, dredging, and other development which may increase flood damage;

(e) Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or may increase flood hazards in other areas; and

(f) Coordinating and supplementing the provisions of the state building code with local land use and development ordinances.

#### **17.46.020 Definitions.**

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage, ~~to give this chapter its most reasonable application~~, and shall apply only to requirements of this chapter and Chapter 17.44 SHMC.

(1) “Appeal” means a request for a review of the interpretation of any provision of this chapter or a request for a variance.

(2) “Area of shallow flooding” means a designated Zone AO, ~~or~~ AH, AR/AO or AR/AH Zone on the a community’s Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. ~~The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident. AO is characterized as sheet flow and AH indicates ponding.~~

(3) “Area of special flood hazard” means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. ~~Designation on maps always includes the letter “A.”~~ It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, or AR. “Special flood hazard area” is synonymous in meaning and definition with the phrase “area of special flood hazard.”

(4) “Base flood” means the flood having a one percent chance of being equaled or exceeded in any given year. ~~Also referred to as the “100-year flood.” Designation on maps always includes the letter “A.”~~

(5) “Base Flood Elevation (BFE)” means the ~~water surface~~ elevation to which floodwater is anticipated to rise during the base flood ~~in relation to a specified datum. The Base Flood Elevation (BFE) is depicted on the FIRM to the nearest foot and in the FIS to the nearest 0.1 foot.~~

(6) “Basement” means any ~~portion~~ area of ~~a structure or~~ the building having its floor ~~sub-grade~~ subgrade (below ground level) on all sides.

(7) “Below-grade crawl space” means an enclosed area below the base flood elevation in which the interior grade is not more than two feet below the lowest adjacent exterior grade and the height, measured from the interior grade of the crawlspace to the top of the crawlspace foundation, does not exceed 4 feet at any point.

~~(8) “Building Codes” means the combined specialty codes adopted under ORS 446.062, 446.185, 447.020 (2), 455.020 (2), 455.496, 455.610, 455.680, 460.085, 460.360, 479.730 (1) or 480.545, but does not include regulations adopted by the State Fire Marshal pursuant to ORS chapter 476 or ORS 479.015 to 479.200 and 479.210 to 479.220.~~

~~(9)~~ (8) “Critical facility” means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire and emergency response installation, and installations which produce, use or store hazardous materials or hazardous waste.

~~(10)~~ (9) “Development” means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

~~(11)~~ (10) “Digital FIRM (DFIRM)” means Digital Flood Insurance Rate Map. It depicts flood risk and zones and flood risk information. The DFIRM presents the flood risk information in a format suitable for electronic mapping applications.

~~(12)~~ (11) “Elevated building” means, for insurance purposes, a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

~~(13)~~ (12) “Flood” or “flooding” means:

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

~~(a)~~ (i) The overflow of inland or tidal waters; ~~and/or~~

~~(b)~~ (ii) The unusual and rapid accumulation of runoff of surface waters from any source; ~~and/or~~

(iii) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(ii) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(i) of this definition.

(13) “Flood elevation study” means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

(14) “Flood insurance rate map (FIRM)” means the official map of a community, on which the Federal Insurance Administration Administrator has delineated both the areas of special flood hazards and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

(15) “Flood insurance study (FIS)” means the official report provided by the Federal Insurance Administration Administrator that includes flood profiles, the flood boundary-floodway map, and the water surface elevation of the base flood.

(16) “Flood proofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

~~(16)~~ (17) “Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one-foot a designated height. Also the channel of a river/watercourse and those portions of the floodplain adjoining the channel required to discharge and store the floodwater or flood flows associated with the regulatory flood. Also referred to as a “regulatory floodway.”

(18) “Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

(19) “Hazardous material” per the Oregon Department of Environmental Quality means materials to include any of the following:

(a) Hazardous waste as defined in ORS 466.005;

(b) Radioactive waste as defined in ORS 469.300, radioactive material identified by the Energy Facility Siting Council under ORS 469.605 and radioactive substances defined in ORS 453.005;

(c) Communicable disease agents as regulated by the Health Division under ORS Chapter 431 and 433.010 to 433.045 and 433.106 to 433.990;

(d) Hazardous substances designated by the United States Environmental Protection Agency (EPA) under section 311 of the Federal Water Pollution Control Act, P.L. 92-500, as amended;

(e) Substances listed by the United States EPA in section 40 of the Code of Federal Regulations, Part 302 – Table 302.4 (list of Hazardous Substances and Reportable Quantities) and amendments;

(f) Material regulated as a Chemical Agent under ORS 465.550;

(g) Material used as a weapon of mass destruction, or biological weapon;

(h) Pesticide residue; and

(i) Dry cleaning solvent as defined by ORS 465.200.

(20) “Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

~~(17)~~ (21) “Historic structure” means a structure that is:

(a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or to a district preliminarily determined by the Secretary to qualify as a registered historic district;

(c) Individually listed on a state inventory of historic places ~~and determined as eligible by~~ in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(d) Any “designated landmark” pursuant to Chapter 17.36 SHMC.

(22) “Letter of Map Change (LOMC)” means an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps and Flood Insurance Studies. The following are categories of LOMCs:

**(a) Conditional Letter of Map Amendment (CLOMA):** A CLOMA is FEMA’s comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (1-percent-annual-chance) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood.

**(b) Conditional Letter of Map Revision (CLOMR):** A CLOMR is FEMA’s comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.

**(c) Conditional Letter of Map Revision based on Fill (CLOMR-F):** A CLOMR-F is FEMA’s comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway.

**(d) Letter of Map Amendment (LOMA):** An official amendment, by letter, to the Flood Insurance Rate Maps (FIRMs) based on technical data showing that an existing structure, parcel of land or portion of a parcel of land that is naturally high ground, (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area.

**(e) Letter of Map Revision (LOMR):** A LOMR is FEMA’s modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The LOMR officially revises the FIRM or FBFM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

**(f) Letter of Map Revision based on Fill (LOMR-F):** A LOMR-F is FEMA’s modification of the special flood hazard area shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

**(g) Physical Map Revision (PMR):** A PMR is FEMA’s physical revision and republication of an effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS) report. PMRs are generally based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.

~~(18)~~ (23) “Lowest floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than basement area, is not considered a ~~structure’s building’s~~ lowest floor, provided, that ~~the such enclosed area enclosure~~ is ~~not~~ built ~~and maintained in accordance with~~ so as to render the structure in violation of the applicable ~~non-elevation~~ design requirements of ~~the Building Codes~~ this chapter.

~~(19)~~ (24) “Manufactured dwelling” or “manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured dwelling” or “manufactured home” does not include a “recreation vehicle.”

~~(20)~~ (25) “Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

(26) “Mean sea level” means the National Geodetic Vertical Datum of 1929 (NVGD 29), North American Vertical Datum of 1988 (NAVD 88), or other datum, to which Base Flood Elevations shown on a community’s Flood Insurance Rate Map are referenced.

~~(21)~~ (27) “New construction” means structures for which the “start of construction” commenced on or after the effective date of the ordinance codified in this chapter, and includes any subsequent improvements to such structures.

~~(22)~~ (28) “Recreational vehicle” means a vehicle which is:

- (a) Built on a single chassis;
- (b) Four hundred square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

(29) Special flood hazard area. See “area of special flood hazard” for this definition.

~~(23)~~ (30) “Start of construction” includes “substantial improvement,” and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The “actual start” means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. “Permanent construction” does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the “actual start” of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

~~(24) “State building code” means the combined specialty codes adopted by the State of Oregon.~~

~~(25)~~ (31) “Structure” means a walled and roofed building, a manufactured dwelling, a modular or temporary building, or a gas or liquid storage tank that is principally above ground.

~~(26)~~ (32) “Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.



~~(27)~~ (33) “Substantial improvement” means reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage,” regardless of the actual repair work performed. The market value of the structure should be:

(a) The appraised real market value of the structure prior to the start of the initial repair or improvement; or

(b) In the case of damage, the appraised real market value of the structure prior to the damage occurring.

The term does not, however, include either:

(a) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

(b) Any alteration of a “historic structure,” provided that the alteration will not preclude the structure's continued designation as a “historic structure.”

~~(28)~~ (34) “Variance” means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter and shall follow the requirements as established in Chapter 17.108 SHMC and SHMC 17.46.045.

(35) “Violation” means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

~~(29)~~ (36) “Water-dependent” means a structure for commerce or industry which cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

#### **17.46.030 General provisions.**

(1) Lands to Which This Chapter Applies. This chapter shall apply to all areas of special flood hazards within the jurisdiction of the city of St. Helens.

(2) Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Insurance ~~Administration~~ Administrator in a scientific and engineering report entitled “The Flood Insurance Study (FIS) for Columbia County, Oregon and Incorporated Areas,” dated November 26, 2010, with accompanying flood insurance rate maps (FIRMs) including panels 41009C0345D, 41009C0451D, 41009C0452D, 41009C0454D, 41009C0456D and 41009C0458D ~~is~~ are hereby adopted by reference and declared to be a part of this chapter. The ~~flood insurance study~~ FIS and FIRMs are on file with the Planning Department at City Hall. ~~The best available information for flood hazard area identification as outlined in SHMC 17.46.040(3)(b) shall be the basis for regulation until a new FIRM is issued which incorporates the data utilized under SHMC 17.46.040(3)(b).~~

(3) Coordination with State of Oregon Specialty Codes. Pursuant to the requirement established in ORS 455 that the city of St. Helens administers and enforces the State of Oregon Specialty Codes, the city of St. Helens does hereby acknowledge that the Oregon Specialty Codes contain certain provisions that apply to the design and construction of buildings and structures located in special flood hazard areas. Therefore, this chapter is intended to be administered and enforced in conjunction with the Oregon Specialty Codes.



(4) Compliance. All development within special flood hazard areas is subject to the terms of this chapter and required to comply with its provisions and all other applicable regulations.

(3) (5) Penalties for Noncompliance. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violations of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall upon conviction thereof be fined and/or imprisoned pursuant to SHMC 17.12.030, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of St. Helens from taking such other lawful action as is necessary to prevent or remedy any violation.

(4) (6) Abrogation and Greater Restrictions.

(a) Abrogation. This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another chapter, ordinance, ~~state building code~~, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more restrictions shall prevail.

(b) Severability. This chapter and the various parts thereof are hereby declared to be severable. If any section clause, sentence, or phrase of this chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this chapter.

(5) (7) Interpretation. In the interpretation and application of this chapter, all provisions shall be:

(a) Considered as minimum requirements;

(b) Liberally construed in favor of the governing body; and

(c) Deemed neither to limit nor repeal any other powers granted under state statutes ~~and rules including the state building code~~.

(6) (8) Warning and Disclaimer of Liability. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city of St. Helens, an officer or employee thereof, or the Federal Insurance ~~Administration~~ Administrator, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

#### 17.46.040 Administration.

(1) Establishment of Development Permit.

(a) Development Permit Required. A development permit shall be obtained before construction or development begins within any area ~~horizontally within of the~~ special flood hazard ~~area~~ established in SHMC 17.46.030(2). The ~~development~~ permit shall be ~~required~~ for all structures including manufactured ~~homes~~ ~~dwellings~~, as set forth in the "Definitions" (SHMC 17.46.020), and for all development including fill and other activities, also as set forth in the "Definitions" (SHMC 17.46.020).

(b) Application for Development Permit. Application for a development permit shall be made on forms furnished by the ~~community development department~~ Floodplain Administrator and may include but not be limited to plans in duplicate drawn to scale showing the nature,

location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

(i) Elevation (based on the North American Vertical Datum of 1988 (NAVD 88)) in relation to mean sea level of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the requirements of (3)(b) of this section;

(ii) Elevation (based on the North American Vertical Datum of 1988 (NAVD 88)) in relation to mean sea level to which any non-residential structure ~~has~~ will been floodproofed;

(iii) Certification by a registered professional engineer or architect licensed in the State of Oregon that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in SHMC 17.46.050(23)(b); ~~and~~.

(iv) Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

(v) Base Flood Elevation data for subdivision proposals or other development when required per (3) of this section and SHMC 17.46.050(1)(g).

(vi) Substantial improvement calculation for any improvement, addition, reconstruction, renovation, or rehabilitation of an existing structure.

(vii) The amount and location of any fill or excavation activities proposed.

(2) Designation of the ~~Planning Director~~ Floodplain Administrator. The planning director is hereby appointed to administer, ~~and~~ implement, and enforce this chapter by granting or denying development permit applications in accordance with its provisions. The floodplain administrator may delegate authority to implement these provisions.

(3) Duties and Responsibilities of the ~~Planning Director~~ Floodplain Administrator. Duties of the ~~planning director~~ floodplain administrator, or their designee, shall include, but not be limited to:

(a) Permit Review. Review all development permits to determine:

(i) ~~Review all development permits to determine if~~ That the permit requirements and conditions of this chapter have been satisfied.

(ii) ~~Review all development permits to determine if~~ That all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required.

(iii) ~~Review all development permits to determine if~~ If the proposed development is located in the a floodway. If located in the floodway, assure that the encroachment provisions of SHMC 17.46.050(45)(a) are met.

(iv) If the proposed development is located in an area where Base Flood Elevation (BFE) data is available either through the Flood Insurance Study (FIS) or from another authoritative source. If BFE data is not available then ensure compliance with the provisions of SHMC 17.46.050(1)(h).

(v) That the Base Flood Elevation (BFE) including the minimum freeboard required per this chapter has been provided to the Building Official for any building or structure requiring a development permit.

(vi) If the proposed development qualifies as a substantial improvement as defined by this chapter.

(vii) If the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in SHMC 17.46.050(1)(a).

(viii) If the proposed development activity includes the placement of fill or excavation.

~~(b) Use of Other Base Flood Data (In A Zones). When base flood elevation data has not been provided (A zones) in accordance with SHMC 17.46.030(2), Basis for Establishing the Areas of Special Flood Hazard, the planning director shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer SHMC 17.46.050(2), Specific Standards, and 17.46.050(4), Floodways.~~

~~(e)~~ (b) Information to Be Obtained and Maintained. The following information shall be obtained and maintained and shall be made available for public inspection as needed:

~~(i) Where base flood elevation data is provided through the flood insurance study, FIRM, or required as in subsection (3)(b) of this section, obtain and record the actual (as built) elevation (in relation to mean sea level based on the North American Vertical Datum of 1988 (NAVD 88)) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.~~

~~(ii) For all new or substantially improved floodproofed structures where base flood elevation data is provided through the flood insurance study, FIRM, or as required in subsection (3)(b) of this section:~~

~~(A) Verify and record the actual elevation (in relation to mean sea level based on the North American Vertical Datum of 1988 (NAVD 88)) to which the structure was floodproofed, and~~

~~(B) Maintain the floodproofing certifications required in subsection (1)(b)(iii) of this section.~~

(i) Obtain, record, and maintain the actual elevation (in relation to mean sea level) of the lowest floor (including basements) and all attendant utilities of all new or substantially improved structures where Base Flood Elevation (BFE) data is provided through the Flood Insurance Study (FIS), Flood Insurance Rate Map (FIRM), or obtained in accordance with SHMC 17.46.050(1)(h).

(ii) Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of construction and the placement of any fill and ensure that the requirements of (3)(a)(ii) of this section and SHMC 17.46.050(5) are adhered to.

(iii) Upon placement of the lowest floor of a structure (including basement) but prior to further vertical construction, obtain documentation, prepared and sealed by a professional licensed surveyor or engineer, certifying the elevation (in relation to mean sea level) of the lowest floor (including basement).

(iv) Where base flood elevation data are utilized, obtain As-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement) prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.

(v) Maintain all Elevation Certificates (EC) submitted to the City of St. Helens.

(vi) Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this chapter and where Base Flood Elevation (BFE) data is provided through the FIS, FIRM, or obtained in accordance with SHMC 17.46.050(1)(h).

(vii) Maintain all floodproofing certificates required under this chapter.

(viii) Record and maintain all variance actions, including justification for their issuance.

(ix) Obtain and maintain all hydrologic and hydraulic analyses performed as required under SHMC 17.46.050(5).

(x) Record and maintain all Substantial Improvement and Substantial Damage calculations and determinations as required under (3)(f) of this section.

(xi) All elevation information (in relation to mean sea level) required by this subsection shall be based on the North American Vertical Datum of 1988 (NAVD 88).

~~(iii)~~ (xii) Maintain for public inspection all records pertaining to the provisions of this chapter.

(c) Community Boundary Alterations. The Floodplain Administrator shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all Flood Hazard Boundary Maps (FHBM) and Flood Insurance Rate Maps (FIRM) accurately represent the community's boundaries. Include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

(d) Alteration of Watercourses.

(i) Notify adjacent communities, the State Department of Land Conservation and Development (DLCD), and other appropriate state and federal agencies prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance ~~Administration~~ Administrator. This notification shall be provided by the applicant to the Federal Insurance Administrator as a Letter of Map Revision (LOMR) along with either:

(A) A proposed maintenance plan to assure the flood carrying capacity within the altered or relocated portion of the watercourse is maintained; or

(B) Certification by a registered professional engineer that the project has been designed to retain its flood carrying capacity without periodic maintenance.

(ii) ~~Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.~~ The applicant shall be required to submit a Conditional Letter of Map Revision (CLOMR) when required under (3)(e) of this section. Ensure compliance with all applicable requirements in (3)(e) of this section and SHMC 17.46.050(1)(a).

(e) Requirement To Submit New Technical Data.

(i) A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six (6) months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Section 44 of the Code of Federal Regulations (CFR), Sub-Section 65.3. The community may require the applicant to submit such data and review fees required for compliance with this section through the applicable FEMA Letter of Map Change (LOMC) process.

(ii) The Floodplain Administrator shall require a Conditional Letter of Map Revision (CLOMR) prior to the issuance of a floodplain development permit for:

(A) Proposed floodway encroachments that increase the base flood elevation; and

(B) Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

(iii) An applicant shall Notify FEMA within six (6) months of project completion when an applicant has obtained a Conditional Letter of Map Revision (CLOMR) from FEMA. This notification to FEMA shall be provided as a Letter of Map Revision (LOMR).

(iv) The applicant shall be responsible for preparing all technical data to support CLOMR/LOMR applications and paying any processing or application fees associated with the CLOMR/LOMR. The Floodplain Administrator shall be under no obligation to sign the Community Acknowledgement Form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this code and all applicable state and federal laws.

(f) Substantial Improvement and Substantial Damage Assessments and Determinations. Conduct Substantial Improvement (SI), as set forth in the "Definitions" (SHMC 17.46.020), reviews for all structural development proposal applications and maintain a record of SI calculations within permit files in accordance with (3)(b) of this section. Conduct Substantial Damage (SD), as set forth in the "Definitions" (SHMC 17.46.020), assessments when structures are damaged due to a natural hazard event or other causes. Make SD determinations whenever structures within the special flood hazard area, as established in SHMC 17.46.030(2), are damaged to the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

(g) Interpretation of FIRM Boundaries. Make interpretations, where needed, as to exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in SHMC 17.46.045.

#### **17.46.045 Variances and FIRM Boundary Appeal.**

(1) The issuance of a variance is for floodplain management purposes only. Flood insurance premium rates are determined by federal statute according to actuarial risk and will not be modified by the granting of a variance.

(2) The applicable approval authority shall hear and decide appeals and requests for variances from the requirements of this chapter.

(3) The applicable appellate authority shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the City of St. Helens in the enforcement or administration of this chapter.

(4) Those aggrieved by the decision of the applicable approval authority or any taxpayer, may appeal such decision to the applicable appellate authority, in accordance with the St. Helens Development Code.

(5) In passing upon such applications, the applicable approval authority shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:

- (a) The danger that materials may be swept onto other lands to the injury of others;
- (b) The danger to life and property due to flooding or erosion damage;
- (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (d) The importance of the services provided by the proposed facility to the community;
- (e) The necessity to the facility of a waterfront location, where applicable;

(f) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

(g) The compatibility of the proposed use with existing and anticipated development;

(h) The relationship of the proposed use to the comprehensive plan and flood plain management program for that area;

(i) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(j) The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and

(k) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

~~(5)~~ (6) Upon consideration of the factors of SHMC 17.46.045(45) and the purposes of this chapter, the approval authority may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

~~(6)~~ (7) The Planning Director shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency (FEMA) upon request.

~~(7)~~ (8) Conditions for Variances:

(a) Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items SHMC 17.46.045(45)(a)-(k) have been fully considered. As the lot size increases beyond one-half acre the technical justification required for issuing the variance increases.

(b) Variances may be issued for the reconstruction, rehabilitation, or restoration of historic structures, as set forth in the "Definitions" (SHMC 17.46.020), without regard to the procedures set forth in this section.

(c) Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.

(d) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(e) Variances shall only be issued upon:

(i) A showing of good and sufficient cause;

(ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

(iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(f) Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece or property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.

(g) Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry-floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance



criteria except ~~SHMC 17.46.045(7)~~ (8)(a) of this section, and otherwise complies with the provisions of SHMC 17.46.050(1)(a)-(e).

(h) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, as set forth in the "Definitions" (SHMC 17.46.020), provided that the criteria of this section are met except (8)(a), and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

~~(h)~~ (i) Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of result in increased premium rates for flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation, and that such construction below the base flood elevation increases risks to life and property. Such notification and a record of all variance actions, including justification for their issuance, shall be maintained in accordance with SHMC 17.46.040(3)(b).

### **17.46.050 Provisions for flood hazard reduction.**

(1) General Standards. In all areas of special flood hazards, the following standards are required:

(a) Alteration of Watercourses. Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with SHMC 17.46.040(3)(d) and (e).

~~(a)~~ (b) Anchoring.

(i) All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(ii) All manufactured homes dwellings must likewise shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques) per (3)(c) of this section.

~~(b)~~ (c) Construction Materials and Methods.

(i) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

(ii) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

~~(iii) Electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.~~

~~(c)~~ (d) Utilities Water Supply, Sanitary Sewer, and On-Site Waste Disposal Systems.

(i) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;

(ii) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and

(iii) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.

(e) **Electric, Mechanical, Plumbing, and Other Equipment.** Electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated at or above one (1) foot above the Base Flood Elevation (BFE) or shall be designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during conditions of flooding. In addition, if replaced as part of a substantial improvement, electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall meet all the requirements of this section.

**(f) Tanks.**

(i) Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood.

(ii) Above-ground tanks shall be installed (elevated) at or above one (1) foot above the Base Flood Elevation (BFE) or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.

**(g) Subdivision Proposals and Other Proposed Developments.**

(i) All new subdivision proposals and other proposed new developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall be consistent with the need to minimize flood damage; include within such proposals, Base Flood Elevation data.

(ii) All new subdivision proposals and other proposed new developments (including proposals for manufactured home parks and subdivisions) shall:

(A) Be consistent with the need to minimize flood damage.

(ii) ~~(B) All subdivision proposals shall have~~ Have public utilities and facilities such as sewer, gas, electrical, and water systems, located and constructed to minimize or eliminate flood damage;

(iii) ~~(C) All subdivision proposals shall have~~ Have adequate drainage provided to reduce exposure to flood damage; and hazards.

~~(iv) Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least 50 lots or five acres (whichever is less).~~

~~(e) Review of Building Permits. Where elevation data is not available either through the flood insurance study, FIRM, or from another authoritative source (SHMC 17.46.040(3)(b)) applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate the lowest floor at least two feet above the highest adjacent grade in these zones may result in higher insurance rates.~~

**(h) Use of Other Base Flood Data.**

(A) When Base Flood Elevation data has not been provided in accordance with SHMC 17.46.030(2) the local floodplain administrator shall obtain, review, and reasonably utilize any Base Flood Elevation data available from a federal, state, or other source, in order to administer this section. All new subdivision proposals and other proposed new developments



(including proposals for manufactured dwelling parks and subdivisions) must meet the requirements of (1)(g) of this section.

(B) Base Flood Elevations shall be determined for development proposals that are 5 acres or more in size or are 50 lots or more, whichever is lesser in any A zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered A Zone shall be reasonably safe from flooding; the test of reasonableness includes use of clear and objective information such as historical data, high water marks, FEMA provided Base Level Engineering data, and photographs of past flooding, etc. where available. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

(i) Structures Located in Multiple or Partial Flood Zones. In coordination with the State of Oregon Specialty Codes:

(A) When a structure is located in multiple flood zones on the community's Flood Insurance Rate Maps (FIRM) the provisions for the more restrictive flood zone shall apply.

(B) When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

(⊕) (j) AH Zone Drainage. Adequate drainage paths are required around structures on slopes to guide floodwaters around and away from proposed structures.

(2) Specific Standards for Riverine (Including all Non-Coastal) Flood Zones. ~~In all areas of special flood hazards where base flood elevation data has been provided (zones A1—30, AH and AE on the community's FIRM) as set forth in SHMC 17.46.030(2), Basis for Establishing the Areas of Special Flood Hazard, or 17.46.040(3)(b), Use of Other Base Flood Data (In A Zones), the following provisions are required:~~ These specific standards shall apply to all new construction and substantial improvements in addition to the General Standards contained in (1) of this section.

(a) Flood Openings. All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements. Enclosed areas below the Base Flood Elevation, including crawl spaces shall:

(i) Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters.

(ii) Be used solely for parking, storage, or building access.

(iii) Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:

(A) A minimum of two openings. The openings shall be installed on at least two sides of each enclosed area to decrease the chances that all openings could be blocked with floating debris and to allow for more even filling by floodwater and draining of the enclosed area. In addition, openings shall be distributed around the entire perimeter of the enclosed area unless there is clear justification for putting all openings on just one or two sides (such as in attached dwellings as defined by Chapter 17.16 SHMC or buildings set into sloping sites).

(B) The total net area of non-engineered openings shall be not less than one (1) square inch for each square foot of enclosed area, where the enclosed area is measured on the exterior of the enclosure walls.

(C) The bottom of all openings shall be no higher than one foot above grade.

(D) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.

(E) All additional higher standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 (as revised) shall be complied with when applicable.

(b) Garages.

(i) Attached garages may be constructed with the garage floor slab below the Base Flood Elevation (BFE) if the following requirements are met:

(A) If located within a floodway the proposed garage must comply with the requirements of (5) of this section.

(B) The floors are at or above grade on not less than one side;

(C) The garage is used solely for parking, building access, and/or storage;

(D) The garage is constructed with flood openings in compliance with (2)(a) of this section to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.

(E) The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage.

(F) The garage is constructed in compliance with the standards in (1) of this section.

(G) The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

(ii) Detached garages must be constructed in compliance with the standards for appurtenant structures in (3)(e) of this section or non-residential structures in (3)(b) of this section depending on the square footage of the garage.

(c) Below grade crawlspaces (i.e. crawlspaces below the lowest adjacent exterior grade) as set forth in the "Definitions" (SHMC 17.46.020) and described in FEMA Technical Bulletin 11-01 (as revised), are prohibited.

(3) Additional Specific Standards for Riverine (Non-Coastal) Special Flood Hazard Areas with Base Flood Elevations (BFEs). In addition to the standards listed in (1) and (2) of this section, the following additional standards shall apply in Riverine (non-coastal) special flood hazard areas with Base Flood Elevations (BFE): Zones A1-A30, AH, and AE.

(a) Residential Construction.

(i) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated ~~a minimum of one foot or more~~ at or above one (1) foot above the Base Flood Elevation (BFE).

(ii) ~~Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:~~

~~(A) A minimum of two opening having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.~~

~~(B) The bottom of all openings shall be no higher than one foot above grade.~~

~~(C) Openings may be equipped with screens, louvers, or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters.~~ shall comply with the flood opening requirements in (2)(a) of this section.

(b) Nonresidential Construction.

(i) New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall ~~either have the lowest floor, including basement, elevated at or above the base flood elevation or, together with attendant utility and sanitary facilities, shall:~~

(A) Have the lowest floor, including basement elevated at or above one (1) foot above the Base Flood Elevation (BFE); or together with attendant utility and sanitary facilities comply with (B), (C) and (D) as follows:

(i) (B) Be floodproofed so that below one (1) foot above the ~~base flood level~~ Base Flood Elevation (BFE) the structure is watertight with walls substantially impermeable to the passage of water;

(ii) (C) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

(iii) (D) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the ~~official~~ Floodplain Administrator as set forth in SHMC 17.46.040(3)(~~eb~~)(ii);

(iv) (ii) Nonresidential structures that are elevated, not floodproofed, ~~must meet~~ shall comply with the same standards for ~~space~~ enclosed areas below the lowest floor ~~as described~~ in subsection (2)(a)(ii) of this section;

(v) (iii) Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one (1) foot below the floodproofed level (e.g., a building floodproofed to one (1) foot above the base flood level will be rated as ~~one foot below~~ at the base flood level).

(c) Manufactured ~~Homes~~ Dwellings. New or substantially improved manufactured dwellings shall comply with all the following:

(i) ~~The ground area reserved for the placement of a manufactured dwelling shall be a minimum of 12 inches above BFE unless the foundation walls are designed to automatically equalize hydrostatic forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must be either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:~~

(A) ~~A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;~~

(B) ~~The bottom of all openings shall be no higher than one foot above grade; and~~

(C) ~~Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.~~ Manufactured dwellings supported on solid foundation walls shall be constructed with flood openings that comply with (2)(a) of this section.

(ii) The bottom of the longitudinal chassis frame beam ~~in A-zones~~ shall be ~~a minimum of 12 inches above BFE (see definition of Lowest Floor in Manufactured Dwelling Specialty Code)~~ at or above one (1) foot above the Base Flood Elevation (BFE).

(iii) The manufactured dwelling shall be anchored to prevent flotation, collapse and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques); ~~and~~.

(iv) Electrical crossover connections (see Manufactured Dwelling Specialty Code) shall be a minimum of ~~12 inches~~ one (1) foot above the Base Flood Elevation (BFE).

(d) Recreational Vehicles. Recreational vehicles placed on sites are required to either:

- (i) Be on the site for fewer than 180 consecutive days;
- (ii) Be fully licensed and ready for highway use, on its wheels or jacking system, be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or

- (iii) Meet the requirements of ~~subsection (23)~~(c) of this section and the elevation and anchoring requirements for manufactured ~~homes~~ dwellings.

~~(e) Below grade crawlspaces (i.e. crawlspaces below the lowest adjacent exterior grade) as described in FEMA Technical Bulletin 11-01, are prohibited.~~

~~(f) (e) Appurtenant (Accessory) Structures. "Accessory buildings" or "accessory structures" as defined by Chapter 17.16 SHMC that qualifies under the definition of "structure" pursuant to SHMC 17.46.020, are not considered residential construction or nonresidential construction pursuant to SHMC 17.46.050(2)(a) and (b), for the purpose of administering the standards of structures in areas of special flood hazard, as long as such structure represents a minimal investment (i.e. no more than 10% of the total assessed value of the property based on current Columbia County Assessor records) and such structure is not greater than 200 square feet in gross floor area. Such structure needn't be subject to elevation or dry floodproofing requirements provided all of the following performance standards are met:~~ Relief from elevation or floodproofing requirements for residential and non-residential structures in Riverine (Non-Coastal) flood zones may be granted for appurtenant structures that meet the following requirements:

- ~~(i) Structure shall not be used for human habitation;~~
- ~~(ii) Structure shall be designed to have low flood damage potential;~~
- ~~(iii) Structure shall be constructed and placed so as to offer the minimum resistance to the flow of floodwaters;~~

- ~~(iv) Structure shall be firmly anchored to prevent flotation which may result in damage to other structures, and shall have flood water openings; and~~

- ~~(v) Any service facilities incorporated into the structure such as electrical and heating equipment shall be elevated above the base flood elevation or floodproofed; flood resistant materials shall be used below the base flood elevation.~~

- (i) Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found in (5) of this section.

- (ii) Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;

- (iii) In compliance with State of Oregon Specialty Codes, appurtenant structures on properties that are zoned residential are limited to one-story structures less than 200 square feet, or 400 square feet if the property is greater than two (2) acres in area and the proposed appurtenant structure will be located a minimum of 20 feet from all property lines. Appurtenant structures on properties that are zoned as non-residential are limited in size to 120 square feet.

- (iv) The portions of the appurtenant structure located below the Base Flood Elevation must be built using flood resistant materials;

- (v) The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

(vi) The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in (2)(a) of this section.

(vii) Appurtenant structures shall be located and constructed to have low damage potential:

(viii) Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with (1)(f) of this section.

(ix) Appurtenant structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

~~(3)~~ (4) Before Regulatory Floodway. In areas where a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1 – 30 and AE on the community's Flood Insurance Rate Map (FIRM), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

~~(4)~~ (5) Floodways. Located within areas of special flood hazard established in SHMC 17.46.030(2) are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

(a) Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless:

(i) ~~certification~~ Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachments shall not result in any increase in flood levels within the community and beyond during the occurrence of the base flood discharge; or

~~(b) If subsection (4)(a) of this section is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this section.~~

~~(c) Projects for stream habitat restoration may be permitted in the floodway provided:~~

~~(i) The project qualifies for a Department of the Army, Portland District Regional General Permit for Stream Habitat Restoration (NWP-2007-1023); and,~~

~~(ii) A qualified professional (a Registered Professional Engineer; or staff of NRCS; the county; or fisheries, natural resources, or water resources agencies) has provided a feasibility analysis and certification that the project was designed to keep any rise in 100-year flood levels as close to zero as practically possible given the goals of the project; and,~~

~~(iii) No structures would be impacted by a potential rise in flood elevation; and,~~

~~(iv) An agreement to monitor the project, correct problems, and ensure that flood carrying capacity remains unchanged is included as part of the local approval.~~

(ii) A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that a Conditional Letter of Map Revision (CLOMR) is applied for and approved by the Federal Insurance Administrator, and the requirements for such revision as established under Volume 44 of the Code of Federal Regulations, section 65.12 (as revised) are fulfilled.

(b) If the requirements of (5)(a) of this section are satisfied, all new construction, substantial improvements, and other development shall comply with all other applicable flood hazard reduction provisions of this section.

~~(d)~~ (c) New installation (including replacement) of manufactured dwellings and recreational vehicles is prohibited.

~~(5)~~ (6) Critical Facility. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area (SFHA) ~~(100-year floodplain)~~. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available. Critical facilities construction within the SFHA shall have the lowest floor elevated at least three (3) feet above the Base Flood Elevation (BFE) or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility ~~should~~ shall also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. ~~Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.~~

[...]

## Chapter 17.124 ACCESSORY STRUCTURES

[...]

### 17.124.030 Applicability of provision.

(1) Review of accessory structures by the director is required except for the following situations:

(a) Buildings or structures within residential zoning districts which ~~are less than~~ do not exceed ~~120~~ 200 square feet in gross floor area and 15 feet or less in height, measured from base to highest point of the structure;

**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Development Code Amendments ZA.1.20**

**APPLICANT:** City of St. Helens

**PROPOSAL:** Amend Chapters 17.46 Floodplains and Floodways and 17.124 Accessory Structures of the St. Helens Municipal Code

**The 120-day rule (ORS 227.178) for final action for this land use decision is not applicable.**

**BACKGROUND**

These amendments address two Chapters of the Development Code. One deals with floodplains and the other accessory structures.

**Floodplain**

The City of St. Helens is a participating community in the National Flood Insurance Program (NFIP). One aspect of being a part of the NFIP is periodic Community Assistance Visits (CAV), so a community's implementation of the NFIP can be reviewed by a higher authority. In November of 2019, the City had its first Community Assistance Visit (CAV) since 2006. This was conducted by DLCD staff, who identified some follow-up actions. One of those actions was to update the City's floodplain ordinance (Chapter 17.46) to comply with the State of Oregon Model Flood Hazard Management Ordinance, which became effective in August of 2019 after FEMA's approval. The bulk of these amendments pertain to this.

**Accessory Structures**

For many years the maximum size an accessory structure (in a residential zone) could be installed without requiring permits has been <120 square feet in gross floor area. The Oregon Building Code used this number until sometime in the early to mid-2000's (as the City Planner recalls) when it was changed to 200 square feet. Changing the 120 to 200 to better align with the building codes (i.e., Oregon Residential Specialty Code) is also proposed.

**PUBLIC HEARING & NOTICE**

Hearing dates are as follows: **March 10, 2020** before the Planning Commission and **April 15, 2020** before the City Council.

Notice was sent to agencies by mail or e-mail on February 19, 2020. Notice was published in the The Chronicle on February 26, 2020. Notice was sent to the Oregon Department of Land Conservation and Development on January 30, 2020.

In addition and due to the COVID-19 epidemic, notice was sent to agencies by email on April 3, 2020 and published the The Chronicle on April 8, 2020, because of changes for how public

meetings are being conducted (i.e., virtually) due to social distancing requirements to help slow the spread of the virus.

## **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) Findings:** This criterion requires analysis of the applicable statewide planning goals. The applicable goals in this case are: Goal 1, Goal 7, and Goal 10.

#### ***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. The City has met these requirements and notified DLCD of the proposal as required by State law.

After the CAV described above under the background section of this report, the City was instructed to update its floodplain ordinance (Chapter 17.46) to comply with the State of Oregon Model Flood Hazard Management Ordinance. Given the necessary amendments, this was an appropriate opportunity to discuss any measures the City may consider that are more stringent than the minimum standard. "Freeboard" which is the required elevation of buildings above the base flood level, is a key element where the City has latitude (can be 0-3 feet). Currently, residential structures require 1' of freeboard and non-residential 0 feet. An important question on this matter is if the status quo is the way to go or not. Thus, the issue was vetted.



Staff presented the freeboard issue to the Planning Commission at their December 10, 2019 meeting and the City Council at their January 15, 2020 work session. Both the Council (4-1 vote) and the Planning Commission (unanimous vote) favored 1' of freeboard for both residential and non-residential applications. This was a listed agenda item for these meetings which are publicly advertised and attended. Staff also reached out to Columbia County and the Port of St. Helens (potentially most affected land owner) for input in December and early January as well.

Note that the window of time for vetting before the formal adoption process was small because the amendments are supposed to be done by May 5, 2020 according to DLCD in their CAV follow up letter.

The 120 to 200 square foot area change for accessory structures was also discussed at these meetings with unanimous support of the concept from both the Planning Commission and City Council.

The Council consented to this legislative amendment proposal (concept) at their January 15, 2020 work session, as required by SHMC 17.20.020(2)(b).

***Statewide Planning Goal 7: Areas Subject to Natural Disasters and Hazards.***

*Goal 7 requires local comprehensive plans to address Oregon's natural hazards, including but not limited to floods (coastal and riverine), landslides, earthquakes and related hazards, tsunamis, coastal erosion, and wildfires.*

Amending the City's floodplain regulations directly aligns with Goal 7. The State created the new model ordinance in coordination with FEMA based on Goal 7. These updates are required by the State's (DLCD per the CAV described above) NFIP representation. Note that Goal 7 states that "*state agencies shall coordinate their natural hazard plans and programs with local governments and provide local governments with hazard inventory information and technical assistance including development of **model ordinances** and risk evaluation methodologies.*"

Goal 7 specifically calls out the NFIP. For example:

*Local governments should consider measures that exceed the National Flood Insurance Program (NFIP) such as:*

- a. limiting placement of fill in floodplains;*
- b. prohibiting the storage of hazardous materials in floodplains or providing for safe storage of such materials; and*
- c. elevating structures to a level higher than that required by the NFIP and the state building code.*

The City's proposed floodplain regulation amendments honor these provisions and include higher elevations than the minimum required. The minimum required is 0 feet of freeboard. Current law requires 1' of freeboard for residential and 0' for non-residential. As described above, this proposal includes changing the standard to 1' for *both* residential and non-residential.

These amendments are Goal 7 driven with appropriate practices for Goal 1 compliance.

***Statewide Planning Goal 10: Housing.***

*Goal 10 requires buildable lands for residential use shall be inventoried and plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density.*

Though not directly related to housing, this Goal must still be addressed as residential lands or any land where needed housing is possible are potentially affected.

St. Helens completed and adopted a Housing Needs Analysis (HNA) and Buildable Lands Inventory (BLI) in 2019 (Ordinance No. 3244). The results of the housing needs analysis indicates that the current St. Helens Urban Growth Boundary is sufficient to accommodate future housing needs, with a small deficiency of high density land for multi-family development.

The area of special flood hazard (100 year floodplain) within St. Helens is not vast. Further, the portion that overlaps Apartment Residential, AR zoning (the City's highest density zoning) is particularly small.

In addition, the proposed floodplain rules impact residential development similarly to those that have been in effect since 2010 (the last time they were changed). The amount of freeboard (i.e., elevation above the flood level) is not proposed to change as it is for non-residential development.

Thus, given the small impact of geographic extent and limited changes for residential development (i.e., not requiring additional heightening) this proposal does not reduce adequate land supply for residential development.

**(b) Findings:** This criterion requires analysis of any applicable federal or state statutes or guidelines. The Oregon model floodplain code is based on the State's building codes and federal policy; these amendments are largely based on that model code.

In addition, the change to the accessory structure maximum size allowed without permits rule is based on state building code provisions. This will better align the building codes with the City's Development Code.

**(c) Findings:** This criterion requires analysis of applicable comprehensive plan policies, procedures, appendices and maps. SHMC 19.12.130(2)(a)(1) is pertinent:

(a) Prohibit development on lands within the 100-year floodplain (i.e., special flood hazard areas subject to inundation by at least one percent annual flood probability), on slopes exceeding 20 percent, or with recognized drainage problems unless showing that design and construction techniques can minimize potential loss of life or property; specifically:

(i) All development within the 100-year floodplain (i.e., special flood hazard areas subject to inundation by at least one percent annual flood probability) shall conform to the standards set by FEMA;

The City's floodplain ordinance implements and exceeds these policies.

**(d) Findings:** This criterion requires analysis of the applicable provisions of the implementing ordinances. This proposal updates the City's implementation ordinances as embodied in the Development Code.

**(e) Findings:** This criterion is intended to prevent spot zoning, which doesn't apply in this case.

#### **CONCLUSION & DECISION**

**Based upon the facts and findings herein, the City Council approves these amendments to the St. Helens to the Community Development Code (Title 17 SHMC).**


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Rick Scholl, Mayor

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Date

## COUNCIL ACTION SHEET

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Sue Nelson, Interim Public Works Director	
<b>Date:</b>	6 May 2020	
<b>Subject:</b>	Consultant Selection for Sanitary and Storm Drainage Systems Master Plans	

### Background:

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

The present stormwater infrastructure includes approximately 50 miles of pipe and open channel, over 2,600 manholes, catch basins, inlets, vaults, and outfalls which the City owns, operates, and manages. The last update to the City's stormwater master plan was in 1999.

In the spring of 2020, two Request for Proposals were issued for consulting services to provide updated master plans for the sanitary sewer and storm drain systems. Three excellent proposals were received from the following firms:

- ✓ Keller and Associates, Salem Oregon
- ✓ Leeway Engineering Solutions, Portland, Oregon
- ✓ Brown and Caldwell, Portland, Oregon

After reviewing the proposals, interviewing the team members via Zoom, and contacting references on past projects, Keller and Associates was determined to have the experience and resources to provide the information and quality master plans that the City desires. The master plan updates are identified in the Capital Improvement Plan in the 2019/2020 Budget and the projects will carry over through 2020/2021.

### Recommendation:

Award the Sanitary Sewer System and Storm Drainage System master planning projects to Keller and Associates and authorize the Interim Public Works Director to negotiate a final Scope of Work and cost based on the Consultant's proposal. The final contract will come back to the Council for approval at a future meeting.

AFTER RECORDING RETURN TO:

Jordan Ramis PC  
Two Centerpointe Dr Ste 600  
Lake Oswego OR 97035  
(49698-36716)

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*This space is reserved for recorder's use.*

**ACCESS AND UTILITY EASEMENT  
MODIFICATION**

**BETWEEN:** Pamela Rensch ("Rensch")

**and:** City of St. Helens, ("City")  
an Oregon municipal corporation

**DATED:** March 31, 2020 ("Effective Date")

**RECITALS**

A. Rensch owns certain real property located in Columbia County, Oregon, described in Exhibit A attached hereto (the "Rensch Property West"). The Rensch Property is improved property consisting of a detached single-family dwelling.

B. Rensch also owns certain real property located in Columbia County, Oregon, described in Exhibit B attached hereto (the "Rensch Property East"). The Rensch Property is currently unimproved but may be developed in the future.

C. City owns certain real property, located adjacent and to the east of the Rensch Property East, described in Exhibit C attached hereto (the "City Property"). The City Property is currently unimproved but may be developed in the future.

D. The Rensch Property East, the Rensch Property West, and the City Property may be referred to herein, collectively or individually, as the "Properties" or the "Property".

E. Rensch and City may each be referred to herein as a "Party", or collectively as the "Parties".

F. Rensch and the City, along with Vera Fix ("Fix"), previously entered into an Access and Utility Easement (the "2009 Easement Agreement") dated March 20, 2009 and recorded on March 20, 2009, Document Number 2009-2856, Columbia County, Oregon, granting various access and utility easements across their respective properties for the benefit of one or more other Parties.

G. The parcel owned by Fix as referenced in the 2009 Easement Agreement was subsequently conveyed to Pamela Rensch, as evidenced by that certain Bargain and Sale Deed dated April 20, 2018 and recorded on April 20, 2018, Document Number 2018-3239, Columbia County, Oregon. This parcel is the same parcel referred to above as Rensch Property East.

H. The parcel owned by Pamela Rensch as referenced in the 2009 Easement Agreement was subsequently conveyed, in part, to Norberto Perez and Jennifer Perez, as evidenced by that certain Warranty Deed dated December 28, 2015 and recorded December 30, 2015, Document Number 2015-10701, Columbia County, Oregon. The parcel retained by Rensch is the parcel referred to above as Rensch Property West.

I. The Private Access Easements granted by Rensch to Fix and the City and by Fix to the City for a fifty foot (50') wide perpetual, nonexclusive easement over, under and across the Rensch Property and the Fix Property, respectively, were conditioned on the City's development of the City Property and could be terminated by Rensch or Fix if the City did not develop the City Property within eleven (11) years after the Effective Date of the Easement Agreement.

J. The Parties desire to maintain the perpetual, nonexclusive access easements previously granted to the City and to extend the Development Contingency provision set forth within Section 4(a) of the Easement Agreement for a period of two (2) years from the Effective Date.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easements over Rensch Property West.

(a) Public Utilities. Rensch hereby grants to City, for the use and benefit of the public, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across that portion of the Rensch Property West described and shown in Exhibit D attached hereto (the "Rensch West Easement Area") for underground utilities. This easement is granted subject to all existing encumbrances of record.

(b) Private Access. Rensch hereby grants to City, and its successors and assigns, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across the Rensch West Easement Area for the purposes of (i) vehicular and pedestrian access to

the City Property, and (ii) the exercise of self-help rights as set forth in Section 7(d) below. This easement is granted subject to all existing encumbrances of record.

2. Grant of Easements over Rensch Property East.

(a) Public Utilities. Rensch hereby grants to City, for the use and benefit of the public, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across that portion of the Rensch Property East shown in Exhibit E attached hereto (the "Rensch East Easement Area") for underground utilities. This easement is granted subject to all existing encumbrances of record.

(b) Private Access. Rensch hereby grants to City, and its successors and assigns, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across the Rensch East Easement Area for the purposes of (i) public vehicular and pedestrian access to the City Property, and (ii) the exercise of self-help rights as set forth in Section 7(d) below. This easement is granted subject to all existing encumbrances of record.

3. Grant of Easements over City Property. City hereby grants to the public a ten foot (10')-wide perpetual, nonexclusive easement over, under and across that portion of the City Property described and shown in Exhibit F attached hereto (the "City Easement Area"), for the purpose of installing, operating and maintaining public utility facilities. This easement is granted subject to all existing encumbrances of record. The Rensch West Easement Area, the Rensch East Easement Area, and the City Easement Area may be referred to herein collectively as the "Easement Areas".

4. Development Contingency.

(a) Private Access Easements. If City does not Develop (as hereinafter defined) the City Property within two (2) years after the Effective Date, Rensch may terminate all private access easements granted to City in this Agreement by sending a written request for termination to all other Parties. Within thirty (30) days following receipt of such request, all Parties shall execute and record in the official records of Columbia County, Oregon, a memorandum stating such termination, and upon such recording, the City's easements shall terminate. For purposes of this Agreement, the terms "Develop" or "Development" means an approved application from an applicable governmental entity which includes construction of infrastructure or other improvements on the Property.

(b) Dedication. Upon Development by City of its Property, Rensch shall execute and deliver to City, in a form reasonably acceptable to City, dedication deeds for the purpose of dedicating the private access easements granted in Sections 1(b) and 2(b) above to the use and benefit of the public.

5. Right to Construct; Costs.

(a) Right to Construct. Each Party shall have the right to construct roadway improvements and/or install utilities, as applicable, within the Easement Areas on the other Parties' Properties as necessary for its Development, according to the terms and conditions set forth in this Agreement; provided, however, that no roadway improvements shall be constructed within the City Easement Area.

(b) First Developer Pays Costs. Subject to Chapter 12.28 of the St. Helens Municipal Code, as of the Effective Date, the Party who Develops its Property first (the "First Developer") shall pay all costs of constructing roadway improvements and installing utilities in the Easement Area on its Property and within the other Easement Areas, as well as the costs of any improvements to Chase Road necessary for First Developer's Development. Such roadway improvements and utilities shall be built and installed to the standards required by any applicable development approvals and Laws (as defined in Section 6(c) below). First Developer shall construct and install roadway improvements and utility facilities so that a Party who subsequently Develops its Property can reasonably connect to such improvements or facilities. Subject to Chapter 12.28 of the St. Helens Municipal Code, each Party who subsequently Develops its Property shall pay all costs of constructing roadway improvements and installing utilities in connection with its Development (including costs related to Chase Road), other than those costs for which First Developer is responsible pursuant to this Agreement.

6. Construction Standards.

(a) Plans. At least thirty (30) days prior to the commencement of construction occurring after the Effective Date, including without limitation, any grading or clearing work ("Commencement of Construction") within any Easement Area, the developing Party (the "Developing Party"), at its sole cost and expense, shall provide to the other Parties a complete and full-sized copy of the engineering plans and specifications (the "Plans") for all roadway improvements and utilities to be constructed within any Easement Area. The improvements, including without limitation any utilities, described in the Plans shall be referred to herein as the "Improvements".

(b) Permits. Developing Party shall be responsible, at its sole cost and expense, for any and all permits ("Permits") required in connection with the Improvements. Prior to the Commencement of Construction, Developing Party shall provide a copy of all Permits to the other Parties.

(c) Construction. Following Commencement of Construction, Developing Party shall diligently pursue construction of the Improvements and complete construction within twelve (12) months thereafter. The Improvements must be completed substantially in accordance with the Plans. Concurrent with the completion of construction of the Improvements, Developing Party shall deliver written notice of completion ("Notice of Completion") to the other Parties. Within thirty (30) days after written request from another Party, Developing Party shall cause its project engineer to execute and deliver a certificate (the "Engineer's Certificate") to such other Party, in a form reasonably



acceptable to such Party, stating that the Improvements have been completed substantially in accordance with the Plans and in accordance with all applicable laws, codes, regulations, restrictions, approvals, rules and ordinances, including without limitation Title 18 of the St. Helens Municipal Code (collectively, "Laws"). Developing Party shall perform all construction work (i) so as not to unreasonably interfere with the use, access, occupancy or enjoyment of the other Properties, (ii) in a good and workmanlike manner, and (iii) in accordance with the Plans and all applicable Laws.

(d) Mechanic's Liens. Developing Party shall not permit any claim, lien or other encumbrance arising from its activities performed pursuant to this Agreement to accrue against or attach to the other Properties. If, however, any such lien does so attach, Developing Party shall cause such lien to be released or bonded within twenty (20) days after receiving actual notice thereof. Developing Party agrees to indemnify and hold harmless the other Parties from any and all liability or damages (including reasonable attorneys' fees) which such other Parties may suffer as a result of claims, demands, costs, liens, judgments or awards, including mechanic's or materialman's liens, against such Party or such Party's Property arising out of or as a result of the use by Developing Party of the easements granted herein, Developing Party's activities performed by it or on its behalf pursuant to this Agreement, or any breach by Developing Party of the terms of this Agreement. The obligations of Developing Party set forth in this paragraph shall survive any termination of this Agreement.

(e) Insurance. From the time period commencing upon the Commencement of Construction and continuing until the completion of construction, Developing Party shall, at its sole cost and expense, maintain the insurance coverages set forth in Exhibit G attached hereto. Prior to Commencement of Construction, and thereafter upon reasonable request, Developing Party shall provide evidence of such insurance coverage to the other Parties in a form reasonably acceptable to such Parties. Following receipt of Notice of Completion, each Party on whose Property Improvements are located and the Developing Party shall maintain, at its sole cost and expense, the liability insurance set forth in Exhibit H attached hereto and, upon reasonable request, shall provide evidence of such coverage in a form reasonably acceptable to the requesting Party.

(f) Temporary Construction Easement. Each Party hereby grants to Developing Party a temporary, nonexclusive easement ten (10) feet in width on each side of its Easement Area, and ten (10) feet in width along the easterly right-of-way of Chase Road with respect to the Rensch Property, for the sole purpose of constructing the Improvements (the "Construction Easement"). The Construction Easement shall commence upon Commencement of Construction on such Party's Property, and shall automatically terminate upon completion of construction, or twelve (12) months after the Commencement of Construction, whichever date is the first to occur. Prior to the termination of the Construction Easement, Developing Party, at its sole cost and expense, shall promptly restore any portion of the other Party's Property disturbed by the construction work.

(g) Impact Fees. Developing Party shall be responsible for all impact fees, system development charges or other fees and charges related to its construction of Improvements or any improvements required by any governmental authority in connection with its Improvements or the Development of its Property.

(h) Warranty. Developing Party, with respect to the Improvements it constructs, hereby warrants and agrees to repair, at its sole cost and expense, any defects in the construction of the Improvements and any construction of the Improvements that was not made in compliance with any Permits, or any standards, plans, specifications and legal requirements of all applicable governmental authorities discovered within a period of one (1) year following completion of construction of the applicable Improvements.

7. Maintenance.

(a) Obligations. Following completion of construction of roadway Improvements on its Property, such Party shall, at its sole cost and expense, maintain the Improvements and keep the roadway clean and free from trash and obstructions that would impair access to another Party's Property. Such maintenance obligations shall include snow and ice removal, pavement repair, and repaving as needed to keep the Improvements (including without limitation utilities) in good and usable condition and in accordance with all applicable Laws. Maintenance work shall be coordinated with the other Parties so as to (i) minimize interference with the use of the other Properties, and (ii) provide continuous access to the other Properties.

(b) Utilities. Subject to Section 6(h) above, following completion of construction of utility Improvements and acceptance thereof by City, City shall own, and shall be responsible for, at its sole cost and expense, the operation, maintenance, repair and replacement of such Improvements.

(c) Obstructions. Following completion of construction, the roadway shall be available for use on a twenty-four (24) hour a day basis and may not be closed or barriers placed to restrict its full usage by any Party or the public.

(d) Self-Help. If a Party fails to comply with its maintenance obligations set forth in this Section 7 within thirty (30) days following written notice, any other Party may, in addition to all other available remedies, perform such maintenance on behalf of such non-performing Party, and the non-performing Party shall reimburse the performing Party for all costs incurred in connection with such maintenance within ten (10) days following written demand therefor.

8. Taxes. Each Party shall each pay any real property tax assessed against its Property.

9. Remedies.

(a) Default. A Party shall be in default under this Agreement if such Party fails to perform any of its obligations within thirty (30) days following written notice of such failure from another Party. In the event of such default, the non-defaulting Parties shall be

entitled to pursue any remedy available under this Agreement and at law or in equity. Such remedies shall be cumulative and not exclusive.

(b) Mediation; Arbitration. In the event any dispute arises out of or in connection with this Agreement, the Parties shall submit such dispute to mediation. If the Parties cannot mutually and reasonably agree upon a mediator within fourteen (14) days following a Party's request therefor, any Party may apply to the presiding judge of the Columbia County Circuit Court to appoint a mediator. Mediation shall be non-binding upon the Parties unless an agreement is memorialized and signed by the Parties. The Parties shall share the mediator's fee equally. Each Party shall bear its own costs and attorneys' fees, if any, associated with the mediation. The mediation shall be conducted at a location mutually and reasonably agreed to by the Parties. In the event mediation is unsuccessful, a Party may initiate binding arbitration proceedings with Arbitration Services of Portland, Inc. ("ASP"), and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall be selected by mutual agreement of the Parties, if possible. If the Parties fail to reach agreement upon an arbitrator within ten (10) days following receipt of any Party's notice of its desire to arbitrate, the arbitrator shall be selected in accordance with ASP procedures. The arbitration shall be governed by ASP rules and the arbitrator's decision and award shall be final and binding on the Parties who hereby waive any appeal rights that may be available under law. The Parties shall share the arbitrator's fee equally.

10. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, successor and assigns. If any Property is subdivided or partitioned, this Agreement shall continue to apply to all such subdivisions or partitions.

11. Notice. Any notice, demand, approval, consent, or other communication required or otherwise given under this Agreement shall be given in writing to all Parties and shall be delivered by facsimile with confirmation thereof, by nationally-recognized overnight delivery service, or by certified mail-return receipt requested, with all necessary postage or other delivery charges prepaid, to the Parties at their respective addresses shown below:

To Rensch:                      Pam Rensch  
   35024 Maple Street  
   St. Helens, OR 97051

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

Any notice, demand, approval, consent, or other communication given by facsimile or overnight delivery shall be deemed to have been given on the date delivered; any notice,

demand, approval, consent, or other communication given by mail shall be deemed to have been given when two (2) days have elapsed from the date it was sent by certified United States mail, return receipt requested, postage prepaid, addressed to the Party to be served at said address or at such other address of which that Party may have given notice under the provisions of this section. The Parties may change their addresses for notice by following the process set forth in this Section 11.

12. Attorneys' Fees. If any suit, action, arbitration or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses and all other fees and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or arbitrator or at any appeal or review, in addition to all other amounts provided by law.

13. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Waiver. Failure of a Party at any time to require performance of any provision of this Agreement shall not limit such Party's future right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach.

15. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

16. Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals.

17. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between them with respect to such subject matter.

18. Disclaimer of Relationship. This Agreement is for the express purposes described above. Nothing in this Agreement shall constitute or indicate any partnership, joint venture or any other business relationship between the Parties.

19. Joint and Several. If any Party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

20. Binding Effect. This Agreement continues that 2009 Easement Agreement dated March 20, 2009 and recorded on March 20, 2009, Document Number 2009-002856, Columbia County, Oregon, except as expressly modified herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Access and Utilities Easement to be effective as of the Effective Date.

**RENSCH**

**CITY**

\_\_\_\_\_  
Pamela Rensch

CITY OF ST. HELENS, an Oregon  
municipal corporation

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

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

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

- Exhibit A – Rensch Property West Description
- Exhibit B – Rensch Property East Description
- Exhibit C – City Property Description
- Exhibit D – Rensch West Easement Area Description
- Exhibit E – Rensch East Easement Area Description
- Exhibit F – City Easement Area
- Exhibit G – Construction Insurance
- Exhibit H – Liability Insurance

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

          This Access and Utility Easement was acknowledged before me on  
\_\_\_\_\_, 2020, by Pamela Rensch.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires:\_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

          This Access and Utility Easement was acknowledged before me on  
\_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of the  
City of St. Helens.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires:\_\_\_\_\_

**EXHIBIT A**

(Rensch Property West Description)

**DEED REFERENCE NO:** 2014-295

A tract of land in the West half of Section 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon and being more particularly described as follows:

Beginning at the Northeast corner of Parcel 1 of the Pam M. Rensch and James E. Rensch tract as described in Instrument No. 89-2636, recorded on May 23, 1989 in the Clerk's Records of Columbia County, Oregon, said point being called North 88°15' West 1638.50 feet and North 01°33' West 1582.20 feet and North 01°33' West 279.10 feet and South 62°04' West 79.60 feet and North 76°56' West 65.45 feet from the Northwest corner of the Posey Williams Donation Land Claim; thence South 01°33'00" East, along the East line of said Parcel 1 of the Rensch tract, a distance of 1077.69 feet to the Southeast corner thereof; thence North 89°48'30" West, along the South line of said Parcel 1 of the Rensch tract, a distance of 158.43 feet to the Southwest corner thereof; thence North 01°38'23" West, along the West line of said Parcel 1 of the Rensch tract, a distance of 50.03 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC"; thence South 89°48'30" East a distance of 133.50 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC"; thence North 01°33'00" West a distance of 675.59 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC"; thence North 89°48'30" West distance of 51.86 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC"; thence continuing North 89°48'30" West a distance of 34.89 feet to the Westerly line of said Parcel 1 of the Rensch tract said point being on the center of McNulty Creek; thence down the center of said McNulty Creek to the point of beginning. TOGETHER WITH Lots 19 and 20, Firlok Park as per plat recorded on December 20, 1951 in the Clerks Records of Columbia County, Oregon.

The above described tract of land is part of a Property Line Adjustment between the tract of land described in Instrument No. 89-2636 and Lot 20, Firlok Park. No additional parcels are being created as a result of this Property Line Adjustment.

**EXHIBIT A**

**EXHIBIT B**

(Rensch Property East Description)

**DEED REFERENCE NO:** 2018-3239

PARCEL 1: Beginning at a point that is North 88 degrees 15' West, 1638.50 feet and North 1 degree 33' West, 1582.20 feet from the Northwest corner of the Posey Williams Donation Land Claim in Section 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon; thence North 1 degree 33' West, a distance of 279.10 feet to the center of McNulty Creek; thence up the center of said McNulty Creek South 62 degrees 04' West, a distance of 79.60 feet; thence North 76 degrees 56' West, a distance of 65.45 feet; thence leaving said Creek South 1 degree 33' East, a distance of 1077.72 feet to a point on the Easterly extension of the North line of the Richard McCullah Tract, as described in Deed Book 249 at page 385; thence South 89 degrees 48' 30" East along said line a distance of 134.70 feet to the East line of the International Church of the Foursquare Gospel tract, as described in Deed Book 210 at page 829; thence North 1 degree 33' West along said East line a distance of 821.57 feet to the point of beginning.

**EXHIBIT B**



**EXHIBIT C**

(City Property Description)

**DEED REFERENCE NO: 2009-5502 and 2009-2854****PARCEL 1:**

A portion of the John McNulty Donation Land Claim No. 50, located in the Northwest one-quarter and in the Southwest one-quarter of Section 8, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 23 of "Firlok Park", being a 1 inch iron pipe on the Southerly right-of-way line of Maple Street (25.00 feet from centerline);

Thence along said Southerly right-of-way line North 88° 06' 31" East 149.48 feet to a point, from which a 1-1/2 inch iron pipe bears South 09° 22' 10" East 1.21 feet;

Thence along the West line of Deed Book 148, Page 96, South 09° 22' 10" East 110.07 feet to a ½ inch iron pipe;

Thence South 46° 07' 00" East 25.20 feet to the True Point of Beginning, being a point in the center of McNulty Creek;

Thence along the center of said creek along the following courses:

North 11° 15' 12" West 7.92 feet;

North 65° 31' 40" East 27.61 feet;

North 81° 05' 05" East 67.62 feet;

South 80° 37' 07" East 53.35 feet to a point at the Northeasterly corner of Deed Book 148 Page 94 from which a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." bears South 01° 33' 00" East 20.00 feet;

Thence along the East line of said Deed South 01° 33' 00" East 1325.99 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR.";

Thence leaving the East line of said Book 148 Page 94, North 88° 14' 26" West 525.20 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the West line of Deed Book 144 Page 313;

Thence along the West lines of Deed Book 144 Page 313 and Deed Book 148 Page 94 North 01° 33' 54" West 1140.17 feet to the Northwest corner of said Book 148 Page 94 in the center of McNulty Creek from which a 1-1/4 inch iron pipe bears South 01° 33' 54" East 25.51 feet;

Thence along the center of said creek along the following courses:

North 50° 28' 53" East 8.02 feet;

North 47° 54' 33" East 48.94 feet;

North 87° 31' 46" East 21.97 feet;

South 63° 43' 59" East 65.54 feet;

South 63° 00' 37" East 77.40 feet;

North 84° 24' 47" East 18.46 feet;

North 47° 46' 13" East 19.45 feet;

North 20° 31' 40" East 40.00 feet;

North 01° 04' 03" East 31.63 feet;

North 04° 56' 04" West 57.16 feet;

North 39° 16' 26" East 22.95 feet;

South 49° 32' 37" East 71.27 feet;

South 33° 42' 29" East 53.78 feet;

South 32° 41' 05" West 48.75 feet;

South 00° 34' 52" West 36.92 feet;

South 41° 23' 09" East 29.70 feet;

South 86° 07' 56" East 36.35 feet;

North 32° 14' 55" East 54.25 feet;

North 11° 45' 05" East 85.04 feet;

North 36° 20' 57" West 36.20 feet;

North 11° 15' 12" West 51.62 feet to

the TRUE POINT OF BEGINNING.

**PARCEL 2:**

A tract of land situate in Section 8, Township 4 North, Range 1 West of the Willamette Meridian, Columbia County, Oregon, more particularly described as the follows:

BEGINNING at a point which is North 88° 54' East, 168.0 feet and North 60° 54' ½ East 72.56 feet and North 32° 55' East, 9.36 feet from the Northeast corner of Tract 23, Firlok Park, Columbia County, Oregon;

Said point being on the Southerly side of a 50.0 foot road;

Thence South 32° 55' West, a distance of 9.86 feet;

Thence along, a 77.3 foot radius curve to the right (long chord bears South 60° 54' ½ West 72.56 feet) to the Northwest corner of Tract 25, Firlok Park;

Thence South 88° 54' West, a distance of 18.0 feet;

Thence South 08° 21' East, a distance of 110.0 feet;

Thence South 46° 07' East, a distance of 29.51 feet to the center of McNulty Creek;

thence down the center of said McNulty Creek as follows:

North 79° 32' East, 83.10 feet;

South 88° 09' East, 83.60 feet;

South 53° 08' East, 35.00 feet;

North 13° 36' East, 38.30 feet;

North 33° 23' West, 60.70 feet;

North 50° 54' West, 72.20 feet;

North 19° 47' West, 68.50 feet;

Thence West 39 feet to the POINT OF BEGINNING.

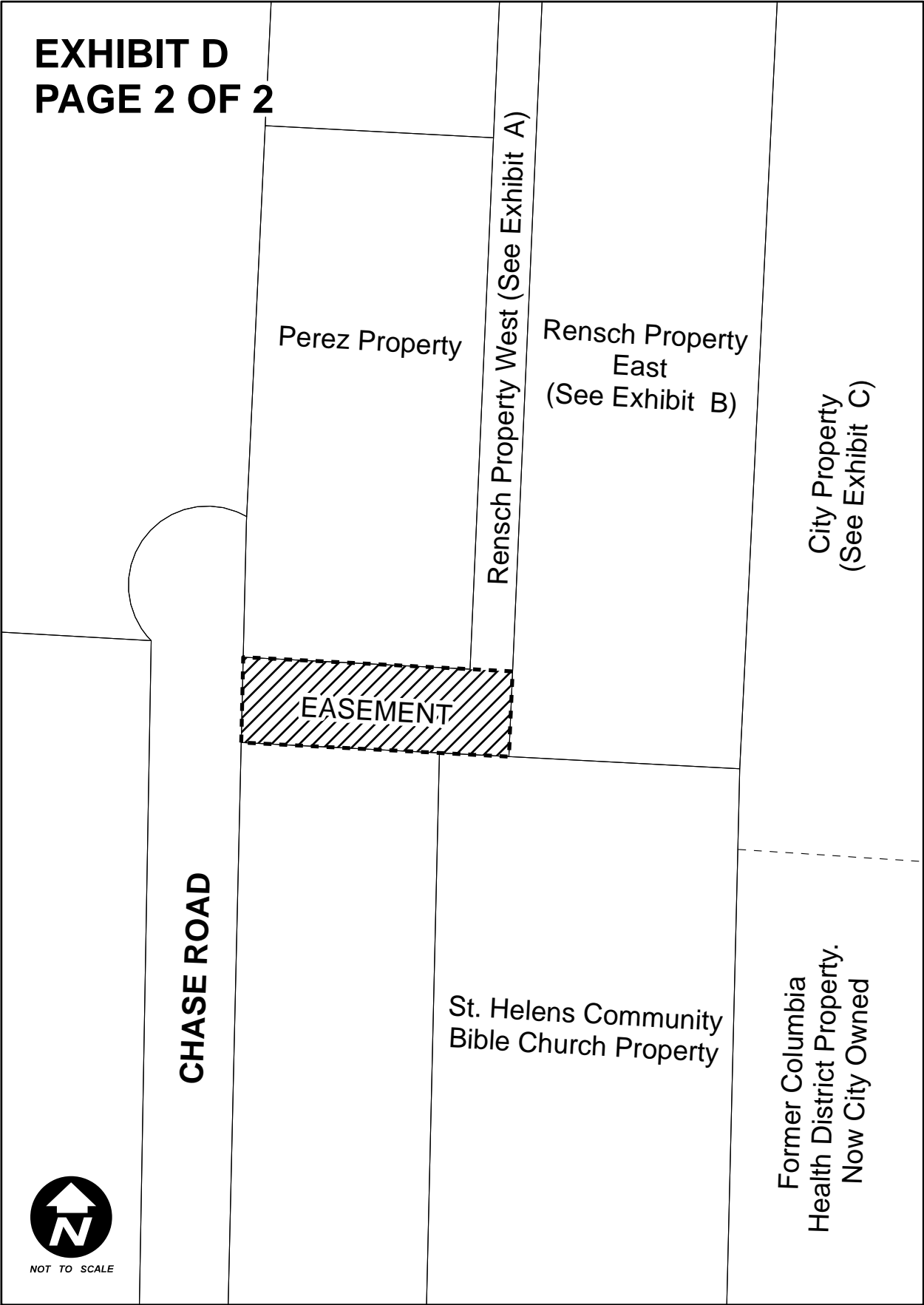
**EXHIBIT D**

Page 1 of 2

(Rensch Property West Easement Area Description)

**The south 50 feet of the property described in Exhibit A.**

**EXHIBIT D**  
**PAGE 2 OF 2**



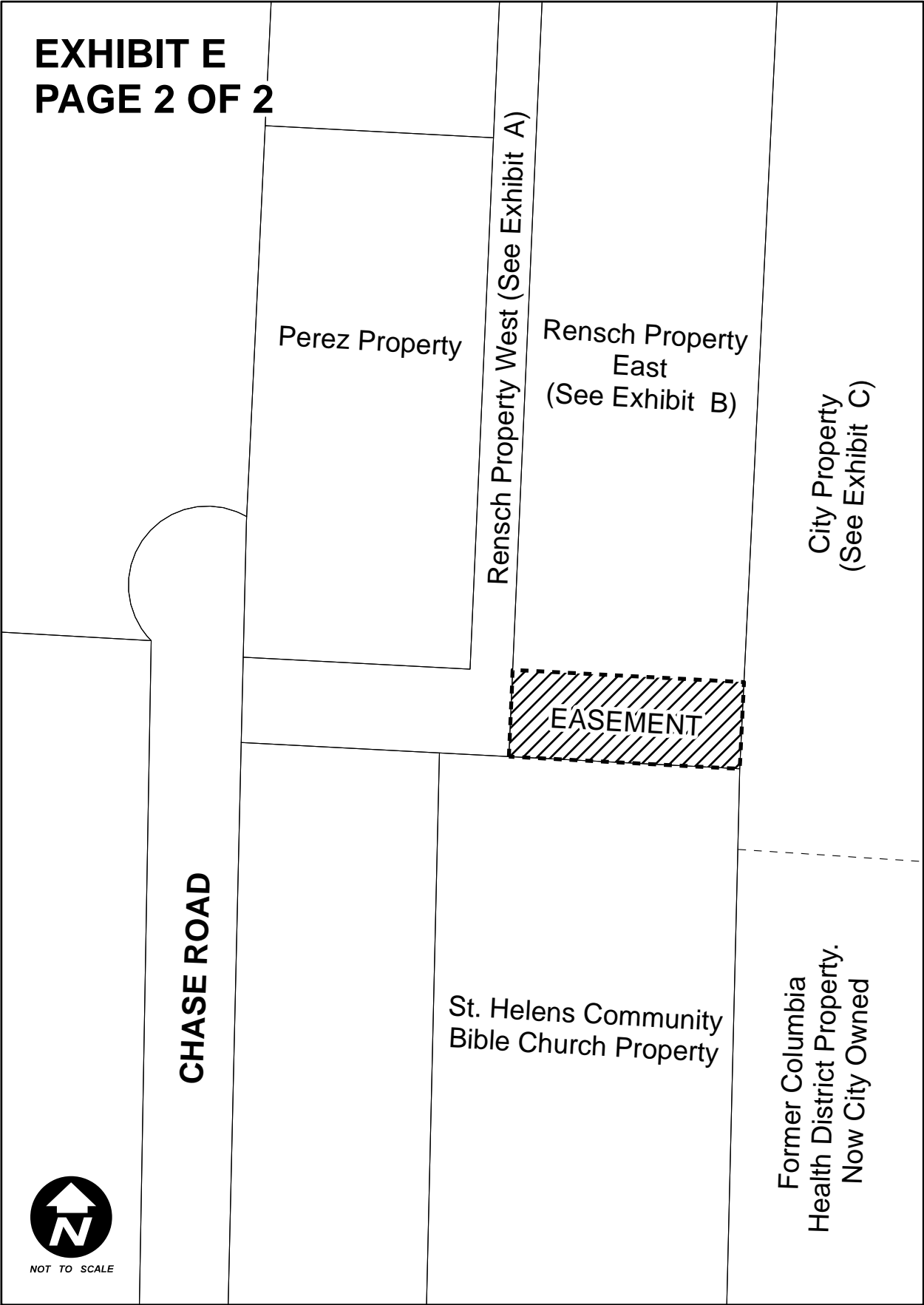
## **EXHIBIT E**

Page 1 of 2

(Rensch Property East Easement Area Description)

**The south 50 feet of the property described in Exhibit B.**

**EXHIBIT E**  
**PAGE 2 OF 2**



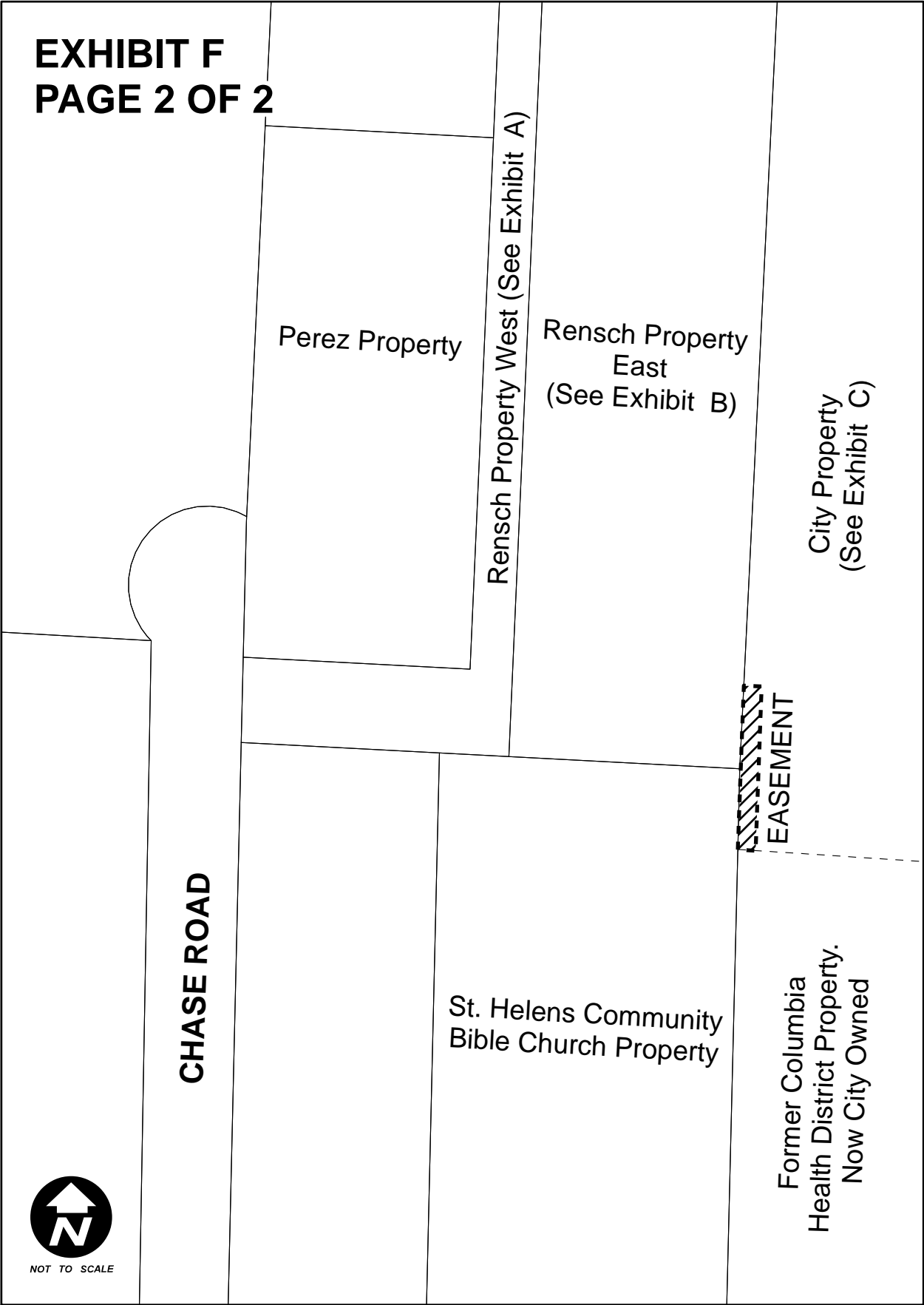
## **EXHIBIT F**

Page 1 of 2

(City Property Easement Area)

**Beginning at the southwest corner of the property described in Exhibit C, and proceeding north along the west property line of said property, 96 feet for a width of 10 feet on the east side of said west property line.**

**EXHIBIT F**  
**PAGE 2 OF 2**



## EXHIBIT G

### (Construction Insurance)

To: Insurance Agent. Please provide Certificate of Insurance to the project manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal. Insurance shall be without prejudice to coverage otherwise existing. During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

**Workers Compensation** insurance in compliance with ORS 656.017. All employers, including Contractors and any subcontractors, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

**Commercial General Liability** insurance on an occurrence basis, with a combined single limit of not less than ☒ \$2,000,000 or ☐ \$3,000,000 for each occurrence of bodily injury, personal injury, and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premise/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards. Aggregate limits shall apply on a per-project basis.

☒ Required by City      ☐ Not required by City      By: P.M. \_\_\_\_\_  
(Mayor signature required) Mayor \_\_\_\_\_

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than ☒ \$2,000,000 or ☐ \$3,000,000 for each accident for Bodily Injury and Property Damage including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

☒ Required by City      ☐ Not required by City      By: P.M. \_\_\_\_\_  
(Mayor signature required) Mayor \_\_\_\_\_

☐ **Builders Risk** (*Check here is required*) insurance during construction to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

**Notice of Cancellation or Change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

**Additional Insured.** For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

The contractor shall defend, indemnify, and hold harmless, the Owner and the Owner's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

**Certificates of Insurance.** Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductions, self-insured retention's and/or self-insurance.

EXHIBIT G



## **EXHIBIT H**

(Liability Insurance)

**Commercial general liability insurance, with limits, coverages and risks insured reasonably accepted to the Parties, and in no event less than \$2,000,000 combined single limit coverage, naming the other Parties as additional insureds.**



We have prepared a quote for you

**2-Year MoreAware Premium Agreement &  
Supplemental Services**

QUOTE #001637 V1

PREPARED FOR

**City of St. Helens**

PREPARED BY

**Chris Leiker**

Tuesday, April 21, 2020

City of St. Helens  
Matt Brown  
50 Strand Street  
PO Box 278  
St. Helens, OR 97051  
mbrown@ci.st-helens.or.us

Dear Matt,

The City of St. Helens utilizes a complex business network to ensure staff are productive and efficient at their roles. The stewardship of the network by the long-time IT managed services vendor has been lackluster for the past several years. A deep inspection of the network and its operations has provided a mountain of evidence that supports this conclusion. The problems within the network have been ongoing, causing regular service outages and inability to rely upon the network on a day-to-day basis.

To fix the myriad of issues will take considerable time and expertise to complete with little to no disruption for end-users. The organization will need to maintain a high security stance while a series of projects are executed to fix the root of the network's problems. The security services contained herein are required to enable our organization to more efficiently manage and administer the network as well as mitigate the risks of downtime due to security incidents.

More Power Technology Group specializes in providing managed IT services in a strategic manner that is aligned with the objectives and goals of organizations. Our portfolio of services includes the ability to administer the network on-site and off-site remotely, via a fixed monthly fee that ensures the costs of IT can be predicted and budgeted while ensuring peace of mind that we've got your back with regards to technology issues and plans. Consultation can be leveraged at no additional cost under this model. Here with More Power Technology Group we strive to be proactive at informing your organization of any issues that need attention or should be planned for in the near future to ease the burden of staying on top of new trends or emerging threats. The MoreAware Premium Agreement supports *both* on-site and remote support for the covered machines within the scope of the agreement terms.

If you have any questions or concerns, please feel free to contact us via phone or email.

Regards,



Chris Leiker  
President, Level III Engineer & Outside Sales Associate  
More Power Technology Group

## MoreAware Premium Managed Services Agreement

This Service Agreement ("Agreement") is made on the date set forth below by and between More Power Technology Group (MPTG), with principal offices located at 1422 12th Ave., Longview, Washington, 98632 and City of St. Helens (CUSTOMER/Account) with principal offices located at 50 Strand Street, St. Helens, OR 97051.

**WHEREAS**, MPTG is a provider of managed technology support services, security, cloud and networking solutions;

**WHEREAS**, CUSTOMER desires to contract with MPTG for the provision of MPTG managed technology support services, security, cloud, and networking solutions;

**NOW THEREFORE**, for and in consideration of the promises contained herein and other good and valuable consideration, the parties agree as follows:

- 1) **SCOPE OF SERVICES** - This Agreement is designed to provide the CUSTOMER with a range of managed services, centralized proactive monitoring, and other support services for CUSTOMERS Network and other technology needs. This Agreement includes the services listed in Appendix A "Scope of Services".
- 2) **TERM OF SERVICE** - This Agreement shall be for a term of two (2) years.
- 3) **PURCHASE PRICE** - CUSTOMER is purchasing services from MPTG under this Agreement for the term as stated in Paragraph 2 above. Said price shall be paid in monthly installments with the first monthly installment due upon execution of this Agreement.
- 4) **CONTINUANCE/AUTOMATIC RENEWAL** - This Agreement shall renew automatically at the end of the prior Agreement term for a period of one (1) year. MPTG shall provide written notice of automatic renewal to the CUSTOMER within thirty (30) days of the expiration of the initial term. MPTG or the CUSTOMER may affirmatively terminate this Agreement following the initial period of service by written notice to the other party prior to expiration of the Agreement.
- 5) **COVERED EQUIPMENT** - For purposes of this Agreement, the "Network" shall be defined as, and shall include the servers, workstations, laptops, mobile devices, firewalls, switches and other devices currently installed or used to connect to network applications and storage from the location(s) listed in Appendix B "Locations". Printers and other copying devices are NOT included other than in their ability to connect to the network.
- 6) **EQUIPMENT ADDITIONS** - Any additional equipment added to the Network and included in this Agreement shall have an incremental cost of **\$59** per month for each workstation, **\$174** per month for each physical server, and **\$174** per month for each virtual server. Equipment additions shall be approved by the CLIENT by execution of Addendums to this Agreement.
- 7) **LOCATION(S)** - Services under this Agreement shall be provided at/to the location(s) listed in Appendix B "Locations".
- 8) **SERVICE LIMITATIONS** - In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations and conditions are explicitly expressed:
  - a) On-site and remote support services ARE included in this agreement. Other support services requested by the CUSTOMER which are outside the scope of this Agreement shall be billed in 15-minute increments, including portal-to-portal drive time, at the applicable rate shown in Appendix C "Out of Scope Service Rates".
  - b) Project services are NOT included in this Agreement. A Project is defined as: A predetermined set of tasks and objectives of a temporary nature, with a defined beginning and end, resulting in a projected outcome which may require, as an example, any one of the following: six (6) or more hours of support labor; installation or support of installation of new software; installation, upgrade, replacement, or relocation of one (1) or more servers, or installation or replacement of two (2) or more workstations within one month; installation, upgrade, replacement or relocation of networking equipment. Project services shall be proposed to and approved by the CUSTOMER in a "Statement of Work" prior to initiation of a project.
  - c) The cost of consumables, replacement parts, hardware, software, network upgrades and associated services are NOT included in this Agreement. When requested by CUSTOMER, MPTG shall provide consultative, specification, sourcing guidance, Time and Material, and Project offerings.
  - d) Except as may otherwise be stated in this Agreement software and other software application upgrades are NOT included in this Agreement.
  - e) Maintenance and support services for printers and copying devices are NOT included in this Agreement.
  - f) Except as may otherwise be stated in this Agreement software application support services are NOT included in this Agreement.
  - g) Manufacturer provided warranty parts and labor/services are NOT included in this Agreement.
  - h) Except as may otherwise be stated in this Agreement antivirus, anti-malware and other forms of security applications are NOT included in this Agreement.

- l) Restoration of lost data caused by systems, hardware, or software failure is NOT included in this Agreement and MPTG assumes no responsibility for any such loss or failure.
- j) MPTG SHALL NOT BE RESPONSIBLE FOR AND GIVES NO WARRANTY FOR MANUFACTURER WARRANTIED PARTS.
- k) Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. MPTG's support services are predicated upon the CUSTOMER'S support and commitment to providing time/scheduling for network device reboots with its staff and/or users support.
- l) Virus mitigation depends upon CUSTOMER satisfying recommended backup schemes and having appropriate security software with current updates.
- m) This Agreement and the support services defined herein are contingent upon CUSTOMER'S permitting of MPTG secure remote access into CUSTOMER'S network.
- n) Support services requested outside the scope of this Agreement may not be exchanged for days or services within this Agreement. Additional support services are available on both a "Time and Materials", or "Project" basis.
- 9) **CHARGES FOR SUPPLEMENTAL AND PROJECT SERVICES** - Supplemental and Project services requested by CUSTOMER and provided by MPTG which are outside the scope of this Agreement shall be charged to CUSTOMER as an additional charge. MPTG shall inform CUSTOMER when there will be an additional charge and how the charge will be calculated. Additional charges will be billed at the time of service.
- 10) **RIGHT TO RENEGOTIATE** - MPTG reserves the right to renegotiate rates or responsibilities under this agreement (or any portion thereof) based on additions of locations, hardware, software, hardware support requirements, and/or services. MPTG shall give thirty (30) day notice before exercising its rights under this section. The right to renegotiate also extends to the CUSTOMER under the same conditions.
- 11) **GUARANTEED RESPONSE TIMES AND PRIORITY** - The MPTG Service Desk documents and tracks issues and service requests. Service tickets are assigned priority based upon the severity of the issue and other considerations. Appendix D "Priorities and Response Times" provides a definition of each level of priority and the average time in which MPTG guarantees to respond to an issue.
- 12) **TAXES** - CUSTOMER shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the services provided pursuant to this Agreement. Without limiting the foregoing, CUSTOMER shall promptly pay to MPTG an amount equal to any such taxes actually paid or required to be collected or paid by MPTG.
- 13) **FAILURE TO PAY** - MPTG reserves the right to refuse or suspend service under this Agreement in the event CUSTOMER has failed to pay any invoice within thirty (30) days of said invoice date, whether it is an invoice for services provided under this Agreement, supplemental services, services provided under any other Agreement between the parties, or product purchases.
- 14) **CONDITIONS OF SERVICE** - The CUSTOMER Network is eligible for support under this Agreement provided it shall be, and remain in, good condition and MPTG serviceability requirements and site environmental conditions are met. MPTG reserves the right to inspect the Network upon the commencement of this Agreement for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network.
- 15) **LOSS OF USE** - MPTG shall not be responsible to CUSTOMER for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Network by the CUSTOMER. MPTG shall not be responsible for acts done by third parties who are not authorized representatives of MPTG.
- 16) **RIGHT TO TERMINATE** - MPTG reserves the right to suspend or terminate this Agreement if in its sole discretion, such discretion not to be unreasonably exercised, conditions at the service site have materially changed or pose a health or safety threat to any MPTG representative.
- 17) **MPTG SERVICE RESPONSIBILITY** - MPTG shall provide remote support services in a timely manner via telephone, email, cloud application, and other remote access methods.
  - a) MPTG shall provide off-site services during CUSTOMER normal business hours and on CUSTOMER normal business days. On-site support services shall be provided in accordance with paragraph 17) b) below. MPTG shall notify the designated CUSTOMER representative prior to commencing ALL support services and at the completion of ALL support services which might impact the CUSTOMER's ability to use its Network or network devices. MPTG's representatives shall have, and the CUSTOMER shall provide full access to the Network in order to affect the necessary support services.
  - b) If on or off-site services are requested by the CUSTOMER outside of normal MPTG business hours MPTG shall provide such support service subject to the availability of its representatives according to the terms and conditions set forth in this Agreement and paragraph 17) a) above.
  - c) MPTG shall be obligated to provide support service only at the location(s) defined in this Agreement. If the CUSTOMER desires to relocate, add or remove locations, the CUSTOMER shall give appropriate notice to MPTG of its intention to relocate sixty (60) days in advance. MPTG reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the CUSTOMER. Such right includes the right to refuse service to CUSTOMER at the relocation and/or new site.

- 18) **CUSTOMER RESPONSIBILITY** - CUSTOMER shall provide adequate work space, heat, light, ventilation, electric current and outlets, internet access, and remote access for use by MPTG's representatives.
- a) CUSTOMER shall promptly notify MPTG of any events/incidents that might impact the services defined within this Agreement and/or any supplemental service needs.
  - b) CUSTOMER agrees that it will inform MPTG of any modification, installation, or service performed on the Network by individuals not employed by MPTG in order to assist MPTG in providing an efficient and effective support response.
  - c) CUSTOMER shall designate a managerial level representative to authorize all network support services. Whenever possible, said representative shall be present when a MPTG service representative is on-site.
  - d) CUSTOMER shall strictly control remote access to its network by restricting access permission and by implementing encryption methodologies and strong password protection policies. Personal equipment used to connect to the CUSTOMER network must meet the security and access requirements established by MPTG.
- 19) **WARRANTIES AND DISCLAIMERS** -
- a) **MPTG MAKES AND THE CUSTOMER RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL MPTG OR ANY OF ITS DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE HELD RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATIONS, THOSE RESULTING FROM LOSS OF DATA, INCOME, PROFIT, OR ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR USE THEREOF EVEN IF MPTG HAS BEEN ADVISED OR HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.**
  - b) **CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE OVERALL EFFECTIVENESS AND EFFICIENCY OF THE OPERATING ENVIRONMENT IN WHICH THE NETWORK IS TO FUNCTION.**
- 20) **INDEMNIFICATION** - CUSTOMER hereby agrees to indemnify and defend at its sole expense: MPTG, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon CUSTOMER'S use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, CUSTOMER agrees to pay any judgment and costs including but not limited to MPTG's reasonable Attorney's Fee's.
- 21) **OPT-OUT/TERMINATION** - MPTG and/or CUSTOMER shall have the right to terminate this Agreement under any of the following conditions:
- a) If one of the parties shall be declared insolvent or bankrupt.
  - b) If a petition is filed in any court and not dismissed in ninety (90) days to declare one of the parties bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.
  - c) If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties.
  - d) If the CUSTOMER does not pay MPTG within thirty days from receipt of MPTG's invoice and/or otherwise materially breaches this Agreement.
  - e) If MPTG fails to perform its obligations under this Agreement the CUSTOMER shall have the right to terminate this Agreement upon thirty (30) days written notice to MPTG.
  - f) Either party may terminate this Agreement upon ninety (90) days written notice.
  - g) Upon termination, all hardware and software installed by MPTG that was required to conduct network support services are the property of MPTG and shall be surrendered and returned to MPTG at end of the Agreement, except as otherwise specifically agreed herein.
- 22) **REMEDIES** - In the event CUSTOMER terminates this Agreement for any reason other than a breach of the terms hereof by CUSTOMER, CUSTOMER shall be entitled to a refund of any monies paid by CUSTOMER in advance of the month or part thereof for which services by MPTG were last performed.
- 23) **INDEPENDENT ENGAGEMENT/NON-HIRE** - CUSTOMER acknowledges that MPTG is involved in a highly strategic and competitive business. CUSTOMER further acknowledges that CUSTOMER would gain substantial benefit and that MPTG would be deprived of such benefit, if CUSTOMER were to directly hire any personnel employed by MPTG. Except as otherwise provided by law, CUSTOMER shall not, without the prior written consent of MPTG, solicit the employment of MPTG personnel during the term of this Agreement and for a period of twelve (12) months following expiration of this Agreement.
- a) CUSTOMER agrees that calculation of MPTG's damages resulting from breach by CUSTOMER of this provision would be impracticable and that it



would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CUSTOMER violates this provision, CUSTOMER shall immediately pay MPTG an amount equal to 50% of employee's total annual compensation as liquidated damages and MPTG shall have the option to terminate this Agreement without further notice or liability to CUSTOMER. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs MPTG would incur as a result of any breach of this part of this Agreement, and to identify, recruit, hire and train suitable replacements for such personnel whether or not actually employed by CUSTOMER.

- b) In no event shall it be a violation of this section for CUSTOMER to engage in solicitations incidental to general advertising or other general solicitation in the ordinary course not specifically targeted at such persons or to employ any person not solicited in violation of this agreement.
  - c) This provision shall survive termination of this Agreement and any other Agreements between CUSTOMER and MPTG.
- 24) **CONFIDENTIALITY** - This Confidentiality portion of this Agreement is in addition to other terms and conditions set forth in any and all Agreements currently existing or hereafter created between CUSTOMER and MPTG. This Agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below.
- a) MPTG acknowledges that in the course of providing services to CUSTOMER, MPTG may learn from CUSTOMER certain non-public personal and otherwise confidential information relating to CUSTOMER, including its customers, consumers or employees. MPTG shall regard any and all information it receives which in any way relates or pertains to CUSTOMER, including its customers, consumers or employees as confidential.
  - b) MPTG shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CUSTOMER or as expressly and specifically permitted in writing by said CUSTOMER or as required by applicable law.
  - c) CUSTOMER acknowledges that it also has certain obligations to keep records and information of its business, customers, consumers, and employees, confidential.
  - d) CUSTOMER also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by MPTG or which comes to its attention during the course of business and provided under this Agreement constitute valuable assets of, and are confidential and/or proprietary to MPTG. Customer shall not reveal such information except as provided by law and will use its best efforts to give reasonable and timely notification to MPTG of any disclosure it may be bound to make so MPTG can seek its own remedy if it chooses to do so.
  - e) This provision shall survive termination of this Agreement and any other Agreements between CUSTOMER and MPTG.

25) **GENERAL PROVISIONS** -

- a) **Sole Agreement:** This Agreement constitutes the entire and only understanding and Agreement between the parties hereto with respect to the subject matter hereof and, except as expressly set forth herein, maybe amended only by a writing signed by each of the parties hereto.
- b) **Severability:** If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or un-enforceable, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.
- c) **Captions:** The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any of the provisions hereof.
- d) **Binding Effect:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.
- e) **Waiver:** Any failure of either party to comply with any obligation, covenant, Agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, Agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.
- f) **Governing Law:** Notwithstanding the place where this Agreement may be executed by any party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of Washington, and such laws shall govern all aspects of this Agreement. The parties agree to submit to the personal jurisdiction and venue of the state and federal courts in the State of Oregon, for the Judicial District where CUSTOMER has its principal office, for resolution of all disputes and causes of action arising out of this Agreement, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.
- g) **Assignment:** This Agreement and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.
- h) **Force Majeure:** MPTG shall not be liable for any problems created due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other act of God, and/or power failure, virus propagation, improper shut down of the Network and related Network systems/services, or service interruptions caused by the Internet service provider.

l) Attorneys' Fees. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all expenses, including reasonable attorneys' fees.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year below written.



## 2-Year MoreAware Premium Agreement

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<b>Premium Agreement      2-Year MoreAware Premium Agreement</b> <i>Covers all workstations &amp; servers in the environment:</i> <ul style="list-style-type: none"> <li>• 76 - Workstations</li> <li>• 15 - Servers</li> </ul>	\$8,961.65	\$8,961.65	1	\$8,961.65	\$8,961.65
Monthly Subtotal:					<b>\$8,961.65</b>
Subtotal:					<b>\$8,961.65</b>

## Monthly Security Subscriptions

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<b>3Y-KUB-24TB-Local-Only      Kaseya Unified Backup DR &amp; BC Device - No Cloud Storage</b> 3-Year Kaseya Unified Backup 24TB appliance without Cloud Storage Retention	\$785.00	\$785.00	1	\$785.00	\$785.00
<b>Auvik-License      Advanced network monitoring</b> <i>Licensed per qualified monitored device</i>	\$25.00	\$25.00	14	\$350.00	\$350.00
<b>PP - Business      Cloud-based Business Email Security</b> <i>Security Features: Signature-based Anti-Virus, Spam Filtering, Reporting, Content Filtering, Outbound Filtering, Zero-Hour Threat Detection, URL Defense, Attachment Defense, &amp; Data Loss Prevention</i>  <i>30 Days Continuity Features: Emergency Inbox, Email Spooling, &amp; Instant Replay</i>	\$2.00	\$2.00	146	\$292.00	\$292.00

## Monthly Security Subscriptions

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<b>DarkWeb</b> <b>Monthly subscription to scan for compromised data</b> <i>Monthly subscription for pro-active, real-time scanning of the Dark Web for compromised data (per domain)</i>  <u>Domains:</u> <ul style="list-style-type: none"> <li>• ci.st-helens.or.us</li> <li>• sthelensoregon.gov</li> </ul>	\$30.00	\$30.00	2	\$60.00	\$60.00
<b>AuthAnvil-Premium</b> <b>Monthly subscription for advanced authentication security</b> <i>Includes: multi-factor authentication, single sign on and password management</i>	\$3.00	\$3.00	1	\$3.00	\$3.00
<b>KDA</b> <b>Secure Remote Access</b> <i>Monthly Subscription for Darin Cox (per user/device)</i>	\$0.00	\$0.00	91	\$0.00	\$0.00
				Subtotal:	<b>\$1,490.00</b>
				Subtotal:	<b>\$1,490.00</b>

## 2-Year MoreAware Premium Agreement & Supplemental Services



**Prepared by:**

**More Power Technology Group**

Chris Leiker  
888.556.8049  
Fax 503.556.8105  
cleiker@morepowertech.com

**Prepared for:**

**City of St. Helens**

50 Strand Street  
PO Box 278  
St. Helens, OR 97051  
Matt Brown  
(503) 366-8227  
mbrown@ci.st-helens.or.us

**Quote Information:**

**Quote #: 001637**

Version: 1  
Delivery Date: 04/21/2020  
Expiration Date: 05/09/2020

### Quote Summary

Description	Amount
2-Year MoreAware Premium Agreement	\$8,961.65
Monthly Security Subscriptions	\$1,490.00
Total:	<b>\$10,451.65</b>

### Expenses Summary

Description	Amount
Monthly Security Subscriptions	\$1,490.00
Total:	<b>\$1,490.00</b>

### Monthly Expenses Summary

Description	Amount
2-Year MoreAware Premium Agreement	\$8,961.65
Monthly Total:	<b>\$8,961.65</b>

More Power Technology Group

City of St. Helens

Signature:

Name:

Chris Leiker

Title:

President, Level III Engineer & Outside  
Sales Associate

Date:

04/21/2020

Signature:

Name:

Matt Brown

Date:



## Appendix A - Scope of Services

### Proactive Technology Support

- On-site, cloud, mobile, and other remote support
- Server, workstation, and critical services health monitoring alerting (24/7)
- Physical and virtual server support (9x5)
- Desktop/workstation support (9x5)
- ISP device support (9x5)
- Firewall support (9x5)
- Wireless infrastructure device support (9x5)
- Network Attached Storage (NAS) device support (9x5)
- Storage Area Network (SAN) device support (9x5)
- Uninterruptible Power Supply (UPS) device support (9x5)
- Managed and unmanaged switch support (9x5)
- External hard drive support (9x5)
- Cloud backup device support (9x5)
- Onsite backup device support (9x5)
- Hardware and software auditing
- Automatic restart of critical services (9x5)
- Printer/scanner/copy machine connectivity (9x5)
- KVM switch connectivity (9x5)
- Physical security device connectivity (9x5)
- Credit card terminal connectivity (9x5)
- Video conferencing device connectivity (9x5)
- IoT device connectivity (9x5)
- Server and workstation performance optimization
- Software and license subscription tracking
- Internet availability monitoring and alerting

### Technology Management and Administration

- Group Policy administration
- Policy and procedure implementation
- User administration
- Exchange on-premise administration
- Server OS patch management (24x7x365)
- Desktop OS patch management (24x7x365)
- Email blacklist and whitelist administration
- Office 365 administration
- Network diagramming
- Asset management
- Power management
- Client account management
- Application administration
- MPTG Best Practices implementation
- Remote administration capability
- Customized network group policies and profiles

### Reactive Technology Support Services

- Remote and on-site support response
- Help desk support
- Online customer service portal account
- MyGlue account

- Electronics recycling

#### **Security and Protection**

- Firewall configuration and status monitoring
- Anti-virus and anti-malware solution management
- Server and workstation OS patch management
- Server and workstation preventative maintenance
- On-site and off-site backup monitoring and management

#### **Vendor Relationship Management**

- Procurement assistance
- Change management consultation
- Asset tracking
- Warranty and subscription tracking

#### **Technology Consulting and Strategic Planning**

- Chronic acute issue avoidance planning
- Regular Technology Business Review Meetings

#### **Routine Reporting**

- Monthly Network Health Reports
- Service/Device Availability reports
- Proactive and reactive service summary reports

## Appendix B - Locations

Services under this Agreement shall only be provided at/to the following location(s):

- **City Hall** - 265 Strand Street, St. Helens, OR 97051
- **Parks** - 475 S. 18th Street, St. Helens, OR 97051
- **Police** - 150 S. 13th Street, St. Helens, OR 97051
- **Public Library** - 375 S. 18th Street, St. Helens, OR 97051
- **Public Works** - 984 Oregon Street, St. Helens, OR 97051
- **Recreation Center** - 1810 Old Portland Road, St. Helens, OR 97051
- **Water Filtration Facility** - 1215 4th Street, Columbia City, OR 97018
- **Wastewater Treatment Facility** - 451 Plymouth Street, St. Helens, OR 97051

## Appendix C - Out of Scope Service Rates

Days of Service	Hours of Service	Rate
Business Days	Monday through Friday, 8:00 am to 5:00 pm	\$130/hour
After Hours	Monday through Friday, 5:00 pm to 11:00 pm	\$175/hour
	Saturday, 9:00 am to 5:00 pm	
Overnight	Hours outside of those listed above.	\$200/hour
Holidays/Sundays	12:00 am to 11:59 pm	\$285/hour

## Appendix D - Priorities and Response Times

Priority	Issue	Response Time
Low	<ul style="list-style-type: none"> <li>No immediate impact on the user or organization.</li> <li>First come, first serve.</li> </ul>	Within the next business day
Medium	<ul style="list-style-type: none"> <li>Some impact on the user or organization, but not affecting mission-critical functions.</li> <li>Scheduled appointments.</li> </ul>	Within the same business day
High	<ul style="list-style-type: none"> <li>ALL MPTG WARRANTY ISSUES.</li> <li>Impacts some user or organization mission-critical functions.</li> <li>Monitored device WARNING notifications.</li> </ul>	Within 4 business hours
Critical	<ul style="list-style-type: none"> <li>Broad organization mission-critical functions affected.</li> <li>Monitored device FAILURE notifications.</li> </ul>	Within 30 business minutes

**CONTRACT PAYMENTS**

City Council Meeting  
May 6, 2020

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**Kittelson & Associates**

Project: 1<sup>st</sup> & St. Helens St. Intersection Imps. (Inv#0109676) \$ **11,091.63**

**David Evans & Associates, Inc.**

Project: N. Vernonia Sidewalks (Inv#463774) \$ **833.14**

**C&M Excavation & Utilities, LLC**

Project: N. 7<sup>th</sup>, 9<sup>th</sup> & 11<sup>th</sup> St. Waterline Imps. (PR#1) \$ **171,586.15**





ACCOUNTS RECEIVABLE  
PO BOX 40847  
PORTLAND, OR 97240

April 15, 2020

Project No: 235440.000

Invoice No: 0109676

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

1st & St. Helens  
Project #R-685

**Professional Services through March 31, 2020**

Task	002	Concept and Final Design		
Professional Personnel				
		Hours	Rate	Amount
Principal Engineer/Planner				
Roos, Tony		3.00	66.81	200.43
Engineer/Planner				
Cox, Caleb		42.50	33.23	1,412.28
Transportation Analyst				
Kauffman, Alec		20.50	29.43	603.32
Technician II				
Cullimore, Brad		23.25	29.85	694.01
	Totals	89.25		2,910.04
	Total Labor			2,910.04
Additional Fees				
Overhead	209.29 % of 2,910.04		6,090.42	
Profit	12.00 % of 9,000.46		1,080.06	
	Total Additional Fees		7,170.48	7,170.48
Consultants				
GreenWorks PC			1,011.11	
	Total Consultants		1,011.11	1,011.11
Billing Limits				
	Current	Prior	To-Date	
Total Billings	11,091.63	26,289.80	37,381.43	
Limit			60,328.00	
Remaining			22,946.57	
APPROVED FOR PAYMENT				
INIT	DATE	Total this Task		\$11,091.63
MM	ACCOUNTS PAYABLE	Total this Invoice		\$11,091.63
FINANCE	4-28-2020			
SUPERVISOR	4-23-20			

APPROVED FOR PAYMENT

INIT \_\_\_\_\_ DATE \_\_\_\_\_  
 ACCOUNTS PAYABLE \_\_\_\_\_  
 FINANCE \_\_\_\_\_  
 SUPERVISOR \_\_\_\_\_

205-000 - 53003



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

## PROGRESS REPORT

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Date: **April 15, 2020** Project # **23544**  
To: **Sue Nelson**  
From: **Caleb Cox**  
Project: **1<sup>st</sup> & St. Helens Intersection Improvements**

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### *Invoice for Professional Services through March 31<sup>st</sup>, 2020*

#### **Project Status:**

- 90% PS&E submitted
- Utility coordination underway

#### **Upcoming:**

- Final design submittal to City
- Bidding and Construction

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

Thank you,

Caleb Cox



**GreenWorks, PC**  
 24 NW 2nd Avenue, Suite 100  
 Portland, Oregon 97209  
 503.222.5612

Kittelson & Associates, Inc.  
 851 SW 6th Avenue, Suite 600  
 Suite 700  
 Portland, OR 97204

Invoice number 190503.1.3  
 Date 02/29/2020

Project **190503.1 ST. HELENS STREET AND  
 SOUTH 1ST STREET INTERSECTION  
 IMPROVEMENTS**

# INVOICE FOR PROFESSIONAL SERVICES

For GreenWorks Landscape Architectural Services through February 29, 2020  
 Project Number: 23544

## Professional Services

2B Concept and Final Design

	Hours	Rate	Billed Amount
Landscape Designer III	8.50	110.00	935.00
Project Assistant III	0.25	105.00	26.25
Professional Services subtotal	8.75		961.25

## Expenses

2B Concept and Final Design

	Units	Rate	Billed Amount
Travel			49.86

Invoice total **1,011.11**

## ACCOUNT SUMMARY

Description	Contract Amount	Previously Billed	Remaining	This Invoice
2B Concept and Final Design	15,215.00	6,751.25	7,452.64	1,011.11
Total	15,215.00	6,751.25	7,452.64	1,011.11

THANK YOU

*F. Michael Faha*

F. Michael Faha  
 Principal

Kittelson &amp; Associates, Inc.

Invoice number 190503.1.3

Project 190503.1 ST. HELENS STREET AND SOUTH 1ST STREET INTERSECTION IMPROVEMENTS

Date 02/29/2020

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*GreenWorks, P.C. Landscape Architecture Environmental Design**24 NW 2nd Avenue, Suite 100 Portland, Oregon 97209 Fax: 503-222-2283 [www.greenworkspc.com](http://www.greenworkspc.com)*



**Feb 5, 2020**

**Reservation: Park Pass Jazzman - 129 SW 4th Ave, portland, 97204  
(driven by Andrew John Holder)**

Zipcar Daily Included Miles (02/05/20 11:30am - 02/06/20 12:00am) \$0.00

Hourly Rate (11:30am - 4:00pm) \$49.86

**Cost \$49.86**

Credit card •••• 5581 -\$49.86



**DAVID EVANS  
AND ASSOCIATES INC.**

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

Invoice Number 463774  
Invoice Date April 14, 2020  
PO Number  
Page 1 of 1

Work Beginning 03/01/2020 through 03/28/2020  
Project STHN0000-0001: **N. Vernonia Rd. Sidewalks**  
Contract End Date: 12/31/2020

Manager: Paul Tappana

		Current Hours	Rate	Current Amount
<b>Contract Work Performed</b>				
GIS Analyst	Melissa M. Foltz	2.00	122.45	244.90
Office/Clerical	Lori Hicks	0.30	99.20	29.76
Project Coordinator I	Chase Heern	1.20	62.00	74.40
Project Coordinator III	Alisha Reynaldo	0.20	96.29	19.26
Project Manager	Paul Tappana	1.50	173.48	260.22
Project Engineer	Christina M. Weber	1.50	136.40	204.60
<b>Subtotal</b>	<b>Contract Work Performed</b>	<b>6.70</b>		<b>833.14</b>

**Invoice Total**

APPROVED FOR PAYMENT

**\$833.14**

Invoiced by: Chase Heern

INIT DATE  
 [Signature] ACCOUNTS PAYABLE 4-28-2020  
 [Signature] FINANCE 4-23-20  
 SUPERVISOR

205-000-53019

**Aged Receivables as of 4/7/2020**

<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>
\$15,573.85	\$3,174.09	\$0.00	\$0.00	\$18,747.94

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

Project: STHN00000001

3/1/2020 - 3/28/2020

Phase	WBS Description	Contract Amount	Billed This Period	Previously Billed	Billed To Date	Remaining Contract	% Billed	% Completed
00101	Project Management	9,175.00	383.64	6,858.32	7,241.96	1,933.04	79%	80%
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	244.90	-	244.90	2,038.10	11%	80%
00402	Residents Meeting	2,254.00	-	-	-	2,254.00	-	-
00501	Utility Relocations	4,929.00	204.60	1,111.67	1,316.27	3,612.73	27%	80%
00601	Concept (30%) Sidewalk Design	25,292.00	-	28,340.83	28,340.83	(3,048.83)	112%	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	-	11,601.51	11,601.51	14,847.49	44%	90%
00702	Final (100%) Cost Estimate	3,519.00	-	141.98	141.98	3,377.02	4%	90%
00703	Final (100%) Specifications	5,590.00	-	1,899.06	1,899.06	3,690.94	34%	90%
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>833.14</b>	<b>66,550.53</b>	<b>67,383.67</b>	<b>32,503.33</b>	<b>67%</b>	<b>89%</b>



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

### **Progress Report No. 9**

**For the period:  
March 1, 2020 through March 28, 2020**

**April 14, 2020**

**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. 9**  
For the period March 1, 2020 through March 28, 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: \$66,550.53

Current Billing: \$833.14

Remaining \$32,503.33

**Work Performed in Reporting Period:**

1. Project management / coordination
2. Invoicing
3. Utility coordination
4. Submit 99% deliverable

**Anticipated Upcoming Work**

1. Work toward a 100% submittal for review.



DAVID EVANS  
AND ASSOCIATES INC.

April 14, 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. 9**

Dear Ms. Nelson:

Enclosed is the Invoice and Progress Report No. 9 for Preliminary Engineering (PE) Services for the N. Vernonia Rd. Sidewalks (R-687) Project. This information covers the period of March 1, 2020 through March 28, 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 Chase Heern at 503-480-1374.

Sincerely,

**DAVID EVANS AND ASSOCIATES, INC.**

Paul Tappana  
Project Manager

PDT:cth  
Enclosures



City of St. Helens  
Department of Public Works - Engineering Division  
265 Strand Street, St. Helens, OR 97051  
Phone: 503.397.6272 Fax: 503.366.3782

APPROVED FOR PAYMENT

INIT

DATE

## Payment Request #1

CONTRACTOR:

**C & M Excavation & Utilities, LLC**

21287 SW Oregon Street  
Sherwood, OR 97140

ACCOUNTS PAYABLE

FINANCE

SUPERVISOR

PROJECT: N. 7th, N. 9th, & N. 11th Street Waterline Improvements

PROJECT# N-466

DATE: 4/28/2020

DEPARTMENT: Engineering

Total Contract Amount	\$338,914.00	Total Earned This Month	\$180,617.00
Total Amount Earned To Date	\$0.00	Less 5% Retainage	\$9,030.85

Previous Payment Requests

PP# Previous Billing With Retainage

Retainage

Previous Amounts Paid

Invoice Date

601-000-53001

Less Total of Previously Earned

\$0.00

Total Retainage of Previous Payments

\$0.00

**Total Amount Due**

**\$171,586.15**

Bid Item No.	Description	Unit	Qty	Contract Unit Price	Contract Price	Work Completed Prior to This Pay Period		Work Completed This Pay Period	
						Total Quantity Completed To-Date	Total Contract Earned To-Date	Quantity Completed This Pay Period	Total Contract Earned This Pay Period
1	Mobilization, Bonds, Insurance, and Demobilization	LS	1	\$30,750.00	\$30,750.00	0.00	\$0.00	1.00	\$30,750.00
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$3,600.00	\$3,600.00	0.00	\$0.00	0.33	\$1,188.00
3	Erosion and Sediment Control, Complete	LS	1	\$1,700.00	\$1,700.00	0.00	\$0.00	0.33	\$561.00
4	6-inch Class 50 DI Water Main Pipe with Fittings, Couplings, Restrained Joints, and Class B Backfill Under Paved Surface	LF	390	\$111.00	\$43,290.00	0.00	\$0.00	176.00	\$19,536.00
5	6-inch Class 50 DI Water Main Pipe with Fittings, Couplings, Restrained Joints, and Class B Backfill Under Unpaved Surface	LF	1176	\$61.00	\$71,736.00	0.00	\$0.00	897.00	\$54,717.00
6	4-inch Class 50 DI Water Main Pipe with Fittings, Couplings, Restrained Joints, and Class B Backfill Under Unpaved Surface	LF	198	\$66.00	\$13,068.00	0.00	\$0.00	255.00	\$16,830.00
7	Reconnect 1-inch or ¾-inch Copper Water Service	EA	36	\$500.00	\$18,000.00	0.00	\$0.00	10.00	\$5,000.00
8	Replace 1-inch or ¾-inch Galvanized Water Service with 1-inch or ¾-inch Copper and Connect to Main	EA	1	\$1,500.00	\$1,500.00	0.00	\$0.00	4.00	\$6,000.00
9	Hot Tap Connection to Existing Water Main	LS	1	\$6,800.00	\$6,800.00	0.00	\$0.00	1.00	\$6,800.00
10	Connection of Existing 2-inch Water Main to New 6-inch Water Main, Complete	EA	2	\$1,750.00	\$3,500.00	0.00	\$0.00	1.00	\$1,750.00
11	Fire Hydrant Assembly with Concrete Pad	EA	3	\$4,800.00	\$14,400.00	0.00	\$0.00	2.00	\$9,600.00
12	Temporary Blowoff Assembly with 6-inch Gate Valve	EA	2	\$1,750.00	\$3,500.00	0.00	\$0.00	1.00	\$1,750.00
13	Permanent Blowoff Assembly with 2-inch Gate Valve	EA	1	\$1,500.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00
14	Air Release Valve	EA	1	\$2,350.00	\$2,350.00	0.00	\$0.00	1.00	\$2,350.00
15	Cut and Cap Existing 2-inch and 4-inch Waterlines	LS	1	\$4,200.00	\$4,200.00	0.00	\$0.00	1.00	\$4,200.00
16	Remove and Dispose of Existing Fire Hydrant	EA	1	\$650.00	\$650.00	0.00	\$0.00	0.00	\$0.00
17	Install Arched Corrugated Steel Pipe Culvert with Class A Backfill, Complete	LF	130	\$260.00	\$33,800.00	0.00	\$0.00	0.00	\$0.00
18	Install New 72-inch Diameter Storm Drain Structure	EA	2	\$6,650.00	\$13,300.00	0.00	\$0.00	0.00	\$0.00
19	Install New Standard 20" x 24" Catch Basin	EA	1	\$1,500.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00
20	Install 10-inch HDPE DR26 Storm Sewer, Class B fill	LF	10	\$138.00	\$1,380.00	0.00	\$0.00	0.00	\$0.00
21	Install New Area Drain, 20LF of N12 HDPE Storm Pipe, and connect to new culvert, complete	LS	1	\$3,400.00	\$3,400.00	0.00	\$0.00	0.00	\$0.00
22	Over-Excavation and Select Backfill	CY	12	\$65.00	\$780.00	0.00	\$0.00	0.00	\$0.00
23	Rock Excavation	CY	342	\$150.00	\$51,300.00	0.00	\$0.00	94.00	\$14,100.00
24	Temporary Removal and Reinstallation of Extg Fence	LF	150	\$18.00	\$2,700.00	0.00	\$0.00	0.00	\$0.00
25	Removal and Replacement of Existing Fence with New Fence	LF	50	\$35.00	\$1,750.00	0.00	\$0.00	0.00	\$0.00
26	CCTV of Culvert	LF	130	\$5.00	\$650.00	0.00	\$0.00	0.00	\$0.00
27	Construction Staking and As-built Survey	LS	1	\$6,000.00	\$6,000.00	0.00	\$0.00	0.33	\$1,980.00
<b>Totals:</b>					<b>\$337,104.00</b>		<b>\$0.00</b>		<b>\$178,612.00</b>

### Contract Change Orders

CO Item No.	Description	Unit	Qty	Change Order Unit Price	Contract Price	Total Quantity Completed To-Date	Total Contract Earned To-Date	Quantity Completed This Pay Period	Total Contract Earned This Pay Period
CO1-1	6 water services added due to the relocation of the watermain on N 9th St will be paid for as 4 water services, plus paving costs, minus the cost of 4 water service reconnections	LS	1	\$6,133.00	\$6,133.00	0.00	\$0.00	0.00	\$0.00
CO1-2	Up to 114 linear feet of added waterline due to relocation of the watermain on N 9th St under paved surface will be paid with deducted paving costs and deducted 4-45° Bends costs	LS	-1	\$6,328.00	-\$6,328.00	0.00	\$0.00	0.00	\$0.00
CO1-3	Install 6-inch Gate Valve, complete	EA	1	\$2,005.00	\$2,005.00	0.00	\$0.00	1.00	\$2,005.00
<b>Totals:</b>					<b>\$1,810.00</b>		<b>\$0.00</b>		<b>\$2,005.00</b>



# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 20003-01

To Owner: City of St. Helens 265 Strand Street  St. Helens, OR 97051	Project: 20003- St. Helens Waterline/Storm	Application No.: 1	Distribution to: <input type="checkbox"/> Owner <input type="checkbox"/> Architect <input type="checkbox"/> Contractor
From Contractor: C & M Excavation & Utilities LLC Via Architect: 21287 SW Oregon St. Sherwood, OR 97140	Period To: 4/24/2020	Project Nos:	
Contract For:	Contract Date:		

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. Original Contract Sum .....	\$337,104.00
2. Net Change By Change Order .....	\$2,005.00
3. Contract Sum To Date .....	\$339,109.00
4. Total Completed and Stored To Date .....	\$180,617.00
5. Retainage:	
a. 5.00% of Completed Work	\$9,030.85
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$9,030.85
6. Total Earned Less Retainage .....	\$171,586.15
7. Less Previous Certificates For Payments .....	\$0.00
8. Current Payment Due .....	\$171,586.15
9. Balance To Finish, Plus Retainage .....	\$167,522.85

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$2,005.00	\$0.00
TOTALS	\$2,005.00	\$0.00
Net Changes By Change Order	\$2,005.00	

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

CONTRACTOR: C & M Excavation & Utilities LLC

By: William D. Spindel Date: 4/28/20  
State of: \_\_\_\_\_ County of: \_\_\_\_\_ day of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**  
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 171,586.15

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# Progress Bill

From: C & M Excavation & Utilities LLC  
21287 SW Oregon St.  
Sherwood, OR 97140

Invoice: 20003-01

Date: 04/24/20

Application #: 1

To: City of St. Helens  
265 Strand Street  
St. Helens, OR 97051

Invoice Due Date: 05/09/20

Payment Terms: Net 15 Days

Contract: 20003- St. Helens Waterline/Storm

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Total Completed And Stored		Amount Previous	Quantity This Period	Amount This Period
								To Date	%			
1	Mobilization	30,750.00	1.00	EA	1.00	30,750.000	0.00	30,750.00	100.00%	0.00	1.00	30,750.00
2	Temporary Traffic Control	3,600.00	1.00	EA	0.33	3,600.000	0.00	1,188.00	33.00%	0.00	0.33	1,188.00
3	Erosion Control	1,700.00	1.00	EA	0.33	1,700.000	0.00	561.00	33.00%	0.00	0.33	561.00
4	6" (Dip) Waterline incl Paving	43,290.00	390.00	LF	176.00	111.000	0.00	19,536.00	45.13%	0.00	176.00	19,536.00
5	6" (Dip) Waterline (Non Paved)	71,736.00	1,176.00	LF	897.00	61.000	0.00	54,717.00	76.28%	0.00	897.00	54,717.00
6	4" (Dip) Waterline (Non Paved)	13,068.00	198.00	LF	255.00	66.000	0.00	16,830.00	128.79%	0.00	255.00	16,830.00
7	Reconnect (1") or (3/4") Service	18,000.00	36.00	EA	10.00	500.000	0.00	5,000.00	27.78%	0.00	10.00	5,000.00
8	Replace (1") or (3/4") Service	1,500.00	1.00	EA	4.00	1,500.000	0.00	6,000.00	400.00%	0.00	4.00	6,000.00
9	Hot Tap Connection	6,800.00	1.00	EA	1.00	6,800.000	0.00	6,800.00	100.00%	0.00	1.00	6,800.00
10	Connect Ext (2") Service	3,500.00	2.00	EA	1.00	1,750.000	0.00	1,750.00	50.00%	0.00	1.00	1,750.00
11	Fire Hydrant Assembly	14,400.00	3.00	EA	2.00	4,800.000	0.00	9,600.00	66.67%	0.00	2.00	9,600.00
12	Temporary Blowoff w/6" GV	3,500.00	2.00	EA	1.00	1,750.000	0.00	1,750.00	50.00%	0.00	1.00	1,750.00
13	Permanent Blowoff w/2" GV	1,500.00	1.00	EA	1.00	1,500.000	0.00	1,500.00	100.00%	0.00	1.00	1,500.00
14	Air Release Valve	2,350.00	1.00	EA	1.00	2,350.000	0.00	2,350.00	100.00%	0.00	1.00	2,350.00
15	Cul/Cap ext 2' 1/4" Waterline	4,200.00	1.00	EA	1.00	4,200.000	0.00	4,200.00	100.00%	0.00	1.00	4,200.00
16	Remove - Dispose ext Hydrant	650.00	1.00	EA	0.00	650.000	0.00	0.00	0.00%	0.00	0.00	0.00
17	Install Arch Pipe - Class A BF	33,800.00	130.00	LF	0.00	260.000	0.00	0.00	0.00%	0.00	0.00	0.00
18	Manholes (72")	13,300.00	2.00	EA	0.00	6,650.000	0.00	0.00	0.00%	0.00	0.00	0.00
19	Catch Basin (20" x 24")	1,500.00	1.00	EA	0.00	1,500.000	0.00	0.00	0.00%	0.00	0.00	0.00
20	10" HDPE Storm Pipe - Class A	1,380.00	10.00	LF	0.00	138.000	0.00	0.00	0.00%	0.00	0.00	0.00
21	Area Drain w/20" LF/HDPE (incl connection to culvert)	3,400.00	1.00	EA	0.00	3,400.000	0.00	0.00	0.00%	0.00	0.00	0.00
22	Stabilization	780.00	12.00	CY	0.00	65.000	0.00	0.00	0.00%	0.00	0.00	0.00
23	Rock Excavation	51,300.00	342.00	CY	94.00	150.000	0.00	14,100.00	27.49%	0.00	94.00	14,100.00
											81	

# Progress Bill

From: C & M Excavation & Utilities LLC  
21287 SW Oregon St.  
Sherwood, OR 97140

Invoice: 20003-01  
Date: 04/24/20  
Application #: 1

To: City of St. Helens  
265 Strand Street  
St. Helens, OR 97051

Invoice Due Date: 05/09/20  
Payment Terms: Net 15 Days

Contract: 20003- St. Helens Waterline/Storm

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Total Completed And Stored			Amount Previous	Quantity This Period	Amount This Period
								To Date	%				
24	Remove/Replace ext Fence	2,700.00	150.00	LF	0.00	18.000	0.00	0.00	0.00%		0.00	0.00	0.00
25	Remove/Replace w/New Fence	1,750.00	50.00	LF	0.00	35.000	0.00	0.00	0.00%		0.00	0.00	0.00
26	CCTV of New Culvert	650.00	130.00	LF	0.00	5.000	0.00	0.00	0.00%		0.00	0.00	0.00
27	Staking & As-Built Survey	6,000.00	1.00	EA	0.33	6,000.000	0.00	1,980.00	33.00%		0.00	0.33	1,980.00
Total for Original Contract		337,104.00					0.00	178,612.00	52.98%		0.00		178,612.00
28	CO #01: 6" Gate Valve	2,005.00	1.00	EA	0.00	0.000	0.00	2,005.00	100.00%		0.00	0.00	2,005.00
Total for Change Orders		2,005.00					0.00	2,005.00	100.00%		0.00		2,005.00
Total:		339,109.00					0.00	180,617.00	53.26%		0.00		180,617.00

Total Billed To Date: 180,617.00  
Less Retainage: 9,030.85  
Less Previous Applications: 0.00  
Total Due This Invoice: 171,586.15







527637

CUSTOMER'S ORDER NO. W-466		DEPARTMENT Eng		DATE 4/16/2020		
NAME C & M Exc.						
ADDRESS						
CITY, STATE, ZIP						
SOLD BY T. M. H.		CASH	C.O.D.	CHARGE	ON ACCT.	PAID OUT
QUANTITY	DESCRIPTION			PRICE	AMOUNT	
1	22cy (23) Rock Exc 4/14/20					
2	22x3'x1' = 22cy Hot Tar					
3	15.00 (23) Rock Exc 4/14/2020					
4	N. 7 <sup>th</sup> ST 12x60'x3" = 3.33					
5	72cy (6) 4" D.P. gravel sub					
6	4/14/2020					
7	1cc (9) Hot Tar Ex-plant man					
8	4/15/2020 N. 7 <sup>th</sup> ST					
9	6cy (23) Rock Exc 4/15/20					
10	12x3'x36' = 6cy					
11	20cy (4) 6" D.P. with Asphalt					
12	4/15/2020 N. 7 <sup>th</sup> ST Hot Tar					
13	52cy (5) 6" D.P. unimproved					
14	N. 7 <sup>th</sup> ST 4/15/20					
15	65cy (6) 4" D.P. 4/15/2020					
16	1cc (13) Basement B/O 7 <sup>th</sup> ST					





527639

CUSTOMER'S ORDER NO. <u>W-466</u>		DEPARTMENT <u>ENG</u>		DATE <u>4/24/2020</u>	
NAME		ADDRESS <u>C E M CXC</u>			
CITY, STATE, ZIP					
SOLD BY <u>Timid</u>		CASH	C.O.D.	CHARGE	ON. ACCT.
					MDSE. RETD. PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1 <b>10</b>	(47) Reconnect with ser		
2	N 9th ST 4/24-4/28		
3 <b>1ea</b>	(14) A.K Release		
4	4/24/2020		
5 <b>1ea</b>	(10) Connect exist 2" to pad		
6	N 9th ST 4/24/2020		
7 <b>1ea</b>	(45) cut and cap 2" with		
8	4/28/2020 N 9th ST.		
9 <b>4ea</b>	(8) with ser replacement		
10	4/28/2020		
11			
12			
13			
14			

*[Signature]*

# City of St. Helens Budget Committee

Meeting Minutes

April 15, 2019

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**Members Present:** Rick Scholl, Mayor  
Doug Morten, Council President  
Ginny Carlson, Councilor  
Stephen R. Topaz, Councilor  
Rachael Barry, Committee Member  
Garrett Lines, Committee Member  
Bill Eagle, Committee Member  
Leah Tillotson, Committee Member

**Members Absent:** Keith Locke, Councilor  
Brian Vaerewyck, Chair

**Staff Present:** Matt Brown, Finance Director  
John Walsh, City Administrator  
Jennifer Johnson, Accounting Assistant  
Sue Nelson, Public Works Engineering Director  
Margaret Jeffries, Library Director  
Brian Greenway, Chief of Police

## 6:00 P.M. - Call Meeting to Order

1) **Election of Budget Chair**  
Morten nominated Barry for Chair.

**Motion:** Upon Eagle's motion and Scholl's second, the Committee unanimously approved Barry for Chair. [Ayes: Scholl, Morten, Carlson, Barry, Lines, Tillotson, Topaz; Nays: None]

2) **Approval of Minutes from Previous Year**  
2.A March 15, 2018 Minutes  
2.B April 5, 2018 Minutes  
2.C April 17, 2018 Minutes  
2.D May 3, 2018 Minutes

Morten asked for an explanation on how the City ended up funding the Recreation Center. He mentioned it was left open. Brown said it started with a \$20,000 grant from the Ford Family Foundation. A second grant was received for \$25,000. These funds were used for initial salary costs of a Recreation Coordinator part-time as well as some recreation assistants. As those grants run out he would like to revisit funding for the program. The current Council discussion is a \$2 fee on the utility bills.

Brown discussed the Afterschool Program that was created and is self-funding at this point.

**Motion:** Upon Scholl's motion and Carlson's second, the Committee unanimously approved the minutes for March 15, 2018, April 5, 2018, April 17, 2018, and May 3, 2018. [Ayes: Eagle, Morten, Carlson, Barry, Lines, Tillotson, Topaz; Nays: None]

### 3) **Update from Previous Year**

Brown reviewed the previous year's opportunity items. The Public Works Job & Structure Review has not been started but is currently under discussion.

#### Review from Previous Year

##### OPPORTUNITY ITEM

1. Universal Fee Schedule – Review Park User Fees
2. Strategic 10-Year Plan
3. Surplus Sale
4. Facilities Master Plan
5. Financial Software
6. Additional Staffing – Police Dept Support Staff
7. Additional Staffing – Police Dept SRO
8. Additional Staffing – Library Dept (2 Year Position)
9. Additional Staffing – Recreation Coordinator
10. Utility Billing Fee – Parks & Recreation
11. Reinvestment into Parks
12. Public Works Job & Structure Review
13. Additional Staffing – WWTP

##### CURRENT STATUS

On docket for Parks Commission discussion  
Not Completed, new Council goals being discussed  
Not started  
Police Station plan started  
Implementation Started (complete in 2020)  
Complete  
Complete  
Complete  
Complete  
Public Forum 3/25, Council discussion 4/3  
Beginning multiple projects  
Not started  
Complete (Budgeted, but not hired)

### 4) **Public Comment**

None.

### 5) **Additions to 2019/20 Budget**

Brown presented the 19/20 Budget Requests

#### 19/20 Budget Requests

1. Police Dept – 1 Sergeant
2. Police Dept – 3 Patrol
3. Police Dept – Additional M&S
4. Rec Program – FT Rec Coordinator
5. Rec Program – Reg. PT Rec Lead
6. Engineering Dept – 1 FT Engineer
7. Communications – Additional M&S
8. Eng/Plan/PW – Additional M&S
9. Building – Additional M&S
10. Admin - Development Coordinator – 1 FTE

**City Council will discuss on 4/17 to decide staffing and service level increase requests**



These items will be discussed at the next City Council meeting before being added to the budget. Nelson clarified that they are looking for someone with some background in GIS and AutoCAD programs to also assist with inspections, as well as put together some streets projects. They are looking for a technician level person. Tillotson asked if this position would replace current overtime usage. Nelson said no, there is no current overtime being spent.

6) **Budget Review- SDC FUNDS**

Brown presented the SDC Funds shown below. All the funds are appropriated in case a project comes up. Tillotson asked what the limitations are for SDC Funds spending guidelines. Nelson said the SDC funds have to increase capacity of whatever system they are being spent for. Those projects must be identified in a master plan.

6.A Water SDC

<b>Water SDC</b>			
Resources		Expenses	
Charges for Services	50,000	M&S	305,000
Fund Balance Avail.	690,000	Capital Outlay	435,000
<i>Total Resources</i>	<i>740,000</i>	<i>Total Expenses</i>	<i>740,000</i>

6.B Sewer SDC

<b>Sewer SDC</b>			
Resources		Expenses	
Charges for Services	50,000	M&S	505,000
Fund Balance Avail.	1,266,000	Capital Outlay	811,000
<i>Total Resources</i>	<i>1,316,000</i>	<i>Total Expenses</i>	<i>1,316,000</i>

6.C Storm SDC

<b>Storm SDC</b>			
Resources		Expenses	
Charges for Services	50,000	M&S	155,000
Fund Balance Avail.	248,000	Capital Outlay	143,000
<i>Total Resources</i>	<i>298,000</i>	<i>Total Expenses</i>	<i>298,000</i>

6.D Streets SDC

<b>Streets SDC</b>			
Resources		Expenses	
Charges for Services	50,000	M&S	290,000
Fund Balance Avail.	1,240,000	Capital Outlay	1,000,000
<i>Total Resources</i>	<i>1,290,000</i>	<i>Total Expenses</i>	<i>1,290,000</i>

6.E **Parks SDC**

<b>Parks SDC</b>			
<u>Resources</u>		<u>Expenses</u>	
Charges for Services	25,000	M&S	105,000
Fund Balance Avail.	227,000	Capital Outlay	147,000
<i>Total Resources</i>	<i>252,000</i>	<i>Total Expenses</i>	<i>252,000</i>

Topaz asked what happens if there is a catastrophe. Brown explained that if you need more than is appropriated you could declare a State of Emergency to use any unappropriated fund balance, usually not SDC funds. Walsh said it depends on what the catastrophe is. Some might be covered by insurance. Topaz asked how an earthquake that damages the cooling pond would be handled. Morten said that would be earthquake insurance. Barry asked why money is budgeted but not spent. Brown said everything is appropriated to spend. It depends what projects are being done. Some projects are only SDC eligible for a portion of the costs of the project. If the City does not have the matching portion for that project it has to wait.

8) **Budget Review- Internal Service Funds**

8.A **Equipment**

<b>Equipment Fund</b>			
<u>Resources</u>		<u>Expenses</u>	
Charges for Services	575,000	P/S	274,000
Fund Balance Avail.	670,000	M/S	121,500
		Capital Outlay	335,000
		Contingency	514,500
<i>Total Resources</i>	<i>1,245,000</i>	<i>Total Expenses</i>	<i>1,250,000</i>

**PW Purchases in 19/20:**

1. Chipper	\$50,000
2. Water Truck	\$70,000
3. Eng/Plan SUV	\$45,000
4. Bucket Truck	\$125,000
5. PW Pickup	\$45,000

Brown said the Equipment Fund is used for funding large equipment over \$5000. Brown mentioned the City has signed a contract with Enterprise Fleet Management. They are currently working on replacing all of the Police vehicles as well as City Hall vehicles. Nelson mentioned one or two vehicles will also go on the the lease program.

## 8.B IT Services

<b>IT Fund</b>			
<b>Resources</b>		<b>Expenses</b>	
Charges for Services	226,000	P/S	131,000
Transfers	100,000	M/S	290,000
Fund Balance Avail.	140,000	Contingency	45,000
<i>Total Resources</i>	<i>466,000</i>	<i>Total Expenses</i>	<i>466,000</i>

Brown said these funds are for our new IT person as well as Centerlogic. This also includes a computer replacement schedule. Topaz asked if it is more secure to have an internal IT person as opposed to an outside company. Brown said it is not feasible at this time to only have one internal IT person. Brown also mentioned we have IT insurance.

## 8.C PW Operations

<b>PW Operations Fund</b>			
<b>Resources</b>		<b>Expenses</b>	
Charges for Services	3,223,000	P/S	2,838,500
Fees	30,000	M/S	286,500
Fund Balance Avail.	720,000	Transfers	835,000
		Contingency	13,000
<i>Total Resources</i>	<i>3,973,000</i>	<i>Total Expenses</i>	<i>3,973,000</i>

## 8.D Facility Major Maintenance

<b>Facility Major Maintenance Fund</b>			
<b>Resources</b>		<b>Expenses</b>	
Charges for Services	60,000	Capital Outlay	345,000
Fund Balance Avail.	630,000	Contingency	345,000
<i>Total Resources</i>	<i>690,000</i>	<i>Total Expenses</i>	<i>690,000</i>

### 2019/20 Tentative Projects:

1. Park Projects: Multiple site projects and new master plans for individual parks
2. City Hall: UB/Court remodel, upstairs configuration, elevator feasibility

Brown said some re-configurations with upstairs offices will be completed out of this fund. Some adjustments have been made with court and utility billing staff. Combining the two front offices would be more efficient. The Committee discussed adding an elevator to City Hall.



Carlson said there might be grant options for the elevator. Morten mentioned maintenance and inspection costs on an elevator.

## 8.C PW Operations

Brown charges water, streets, and storm for staffing and materials and services. It's a split allocation. A Transfer of \$835,000.00 was made to reimburse the Enterprise fund for funds that were not used in the prior year. That money was charged out to Enterprise funds. A lot of it is staffing either dropped off or was never hired on, creating extra funds available that Brown transferred to where it was originally allocated to.

## 9) Budget Review- SPECIAL REVENUE FUNDS

### 9.A Streets

### 19/20 Budget Review – Special Revenue Funds

Street Fund			
Resources		Expenses	
Intergovernmental	1,430,000	P/S	461,500
Misc. Revenue	16,000	M/S	567,500
Transfers	117,600	Debt Service	60,000
Fund Balance Avail.	1,000,000	Capital Outlay	440,000
		Contingency	534,600
		Unappropriated	500,000
<i>Total Resources</i>	<i>2,563,600</i>	<i>Total Expenses</i>	<i>2,563,600</i>

CIP #	PROJECT	2019-20	2020-21	2021-22	2022-23	2023-24	CIP TOTAL	FUNDING SOURCE
<b>STREETS DEPARTMENT</b>								
STS.002	1st Street Improvements	-	-	-	300,000	-	300,000	Street Fund
STS.003	Sidewalk Improvements	10,000	10,000	10,000	10,000	10,000	50,000	Street Fund / STP
STS.004	AC Overlays	-	-	200,000	-	-	200,000	Street Fund
STS.006	Replace Light at OPR & S. 18th	-	-	200,000	-	-	200,000	Street Fund
STS.007	Road Patching Projects	20,000	20,000	20,000	20,000	20,000	100,000	Street Fund / STP
STS.008	Street Sweeping Cleanup	25,000	-	-	-	-	25,000	Street Fund
STS.009	North Vernonia Sidewalk	400,000	-	-	-	-	400,000	Street & SDC Fund
STS.010	S. 1st & St. Helens Intersection Imp.	25,000	100,000	-	-	-	125,000	Street Fund / STP
STS.011	Wayfinding Signs - Grant Match	60,000	-	-	-	-	60,000	Street Fund / STP
STS.012	Crack Sealing	75,000	-	-	-	-	75,000	Street Fund / STP
STS.013	ADA Ramp Improvements	25,000	-	-	-	-	25,000	Street Fund / STP
<b>Streets Total =</b>		<b>640,000</b>	<b>130,000</b>	<b>430,000</b>	<b>330,000</b>	<b>30,000</b>	<b>1,560,000</b>	

Tillotson asked if sidewalks can be funded by STP. Nelson said yes, 50%, but don't confuse this with SDC funds. The total available amount for STP funds is \$600,000 but some has already been committed to other completed projects, around \$200,000 and about \$200,000 for the N. Vernonia Road. Project. Brown said funding for streets is declining.

**Break**

## 9.B Community Development

### 19/20 Budget Review – Special Revenue Funds

Visitor Tourism Fund			
Resources		Expenses	
Taxes	130,000	M/S	375,000
Misc. Revenue	245,000		
<i>Total Resources</i>	<i>375,000</i>	<i>Total Expenses</i>	<i>375,000</i>

Community Development Fund			
Resources		Expenses	
Misc. Revenue	730,000	M/S	823,500
Grants	170,000	Debt Service	280,000
Fund Balance Avail.	1,000,000	Contingency	796,500
<i>Total Resources</i>	<i>1,900,000</i>	<i>Total Expenses</i>	<i>1,900,000</i>

- The City expects to see \$900,000 from a timber cutting planned.
- A lot of planned professional services for the veneer plant property.
- The Committee discussed wetlands in that area.

#### 10) **Budget Review - ENTERPRISE FUNDS**

Tillotson asked if the City could go off of the how much the population is growing to decide on how many workers are needed. Brown said it's not a direct correlation. Opinions may differ in different departments. He believes the City should become more efficient as it grows, not necessarily hire more employees. Police may depend on call levels instead of population. Greenway agreed, calls for services not population. Data needs to show where we are at.

## 10.A Water

### 19/20 Budget Review – Enterprise Funds

<b>Water Fund</b>			
<b>Resources</b>		<b>Expenses</b>	
Charges for Services	3,763,000	P/S	960,500
Misc. Revenue	25,000	M/S	1,733,500
Transfers	221,700	Debt Service	499,000
Fund Balance Avail.	3,450,000	Capital Outlay	375,000
		Contingency	1,891,700
		Unappropriated	2,000,000
<i>Total Resources</i>	<i>7,459,700</i>	<i>Total Expenses</i>	<i>7,459,700</i>

CIP #	PROJECT	2019-20	2020-21	2021-22	2022-23	2023-24	CIP TOTAL	FUNDING SOURCE
<b>WATER DEPARTMENT</b>								
WTR.002	Land Purchase	250,000	-	-	-	-	250,000	Water SDC
WTR.003	Water Meter Replacement	25,000	25,000	25,000	25,000	25,000	125,000	Water
WTR.004	Water Main Replacements	200,000	200,000	200,000	200,000	200,000	1,000,000	Water
WTR.006	Waterproof Reservoir Exterior	50,000	-	-	-	-	50,000	Water
WTR.007	Pittsburg Rd / Milton Creek Bypass	100,000	100,000	-	-	-	200,000	Water
WTR.010	Water Master Plan Update	-	150,000	-	-	-	150,000	Water SDC
<b>Water Total =</b>		<b>625,000</b>	<b>475,000</b>	<b>225,000</b>	<b>225,000</b>	<b>225,000</b>	<b>1,775,000</b>	

Brown presented the Enterprise Funds. The Committee discussed the LED light replacement that was intended to save money.

Topaz commented that some of the storm water was not put in when they isolated the sanitary sewer. He asked if that would be reinvestigated. Nelson said new storm drains were installed for the I&I project or improved the existing storm drainage. Topaz disagreed stating no they did not. Topaz said water ran all down St. Helens Street. He said there is no storm water collection between those two streets. Nelson said that they could take a look at that. She noted at the time of the project some of the property owners refused to provide an easement or did not feel they needed the additional storm drainage. Topaz referenced a sewer system from 1913 that was in that area.

Scholl noted the awkward situation with Topaz being a City Councilor and having had a previous lawsuit with the City that was lost by Topaz. Scholl would like to move on from these types of discussions.

The Committee reviewed Brown's graphs which illustrate no increase in utility bills, as well as a graph that illustrates a 2% increase.

10.B Sewer

## 19/20 Budget Review – Enterprise Funds

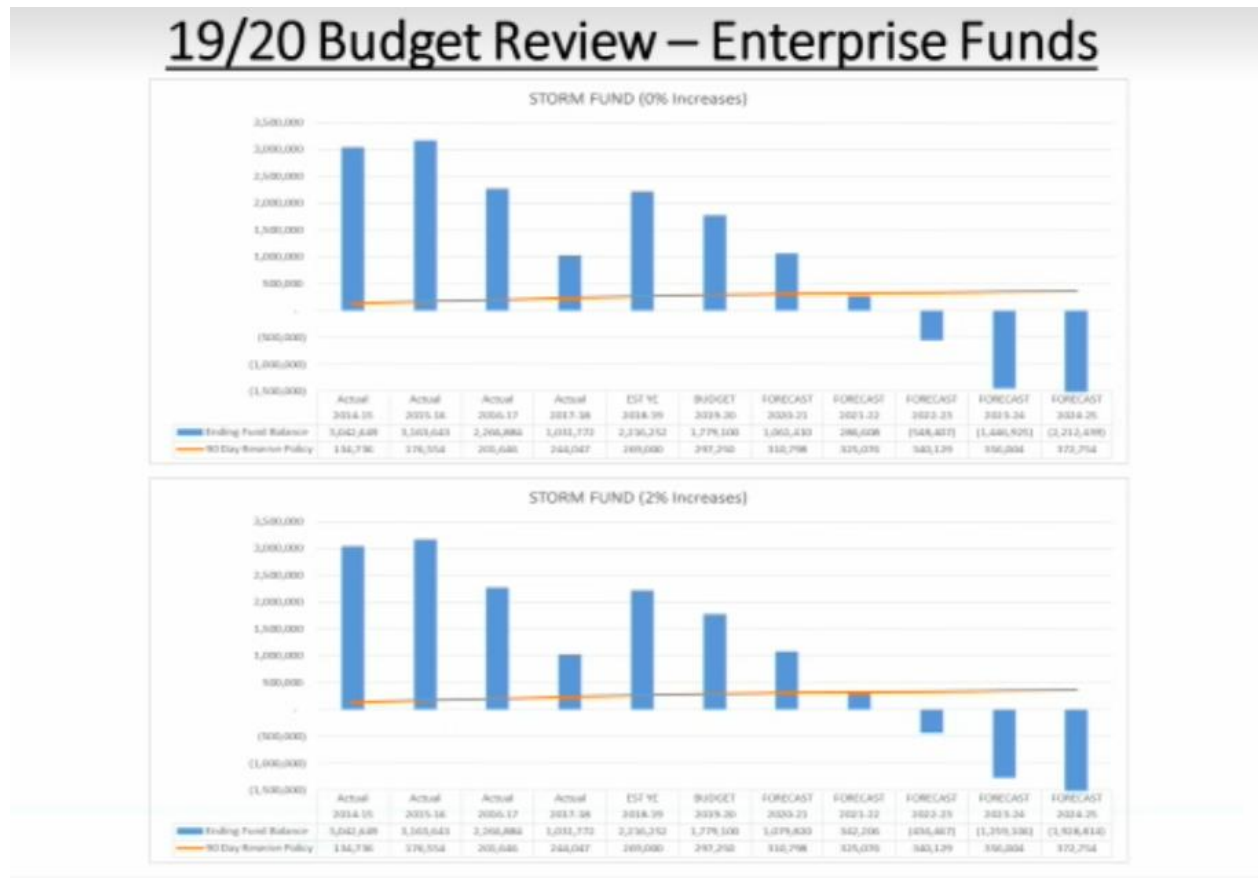
Sewer Fund			
Resources		Expenses	
Charges for Services	4,086,500	P/S	1,219,000
Misc. Revenue	13,500	M/S	2,147,000
Transfers	316,050	Debt Service	578,000
Fund Balance Avail.	2,000,000	Capital Outlay	200,000
		Contingency	1,272,050
		Unappropriated	1,000,000
<b>Total Resources</b>	<b>6,416,050</b>	<b>Total Expenses</b>	<b>6,416,050</b>

CIP #	PROJECT	2019-20	2020-21	2021-22	2022-23	2023-24	CIP TOTAL	FUNDING SOURCE
<b>SEWER DEPARTMENT</b>								
SWR.001	Primary Dredge Lagoon	-	100,000	-	-	-	100,000	Sewer Fund
SWR.002	Sewer Main Replacement	200,000	200,000	200,000	200,000	200,000	1,000,000	Sewer Fund
SWR.005	Sewer Master Plan	150,000	-	-	-	-	150,000	Sewer SDC Fund
<b>Sewer Total =</b>		<b>350,000</b>	<b>300,000</b>	<b>200,000</b>	<b>200,000</b>	<b>200,000</b>	<b>1,250,000</b>	



The top illustrates a 0% increase. The bottom illustrates a 2%.

## 10.C Storm



Scholl asked why Grey Cliffs and Walmart do not pay storm fees. Nelson commented there are a few commercial business, like Armstrong, Cascades, and Walmart that don't drain their storm water into city storm drains therefore they don't pay any storm fees. It's stated in the Ordinance that if you drain directly into a water source such as a creek or river you do not pay a storm fee. Carlson commented that she can understand some frustration with residents paying for storm fees that could not get into their houses during the last storm we had with flooding. Morten asked if it would be feasible to put any of the storm projects on hold for a bit in our approach to solving this budget issue. Scholl is concerned with large businesses not paying any storm fee.

Nelson is holding off on certain projects until the Storm Water Master Plan is redone. There may be some projects eligible for SDC funding.

## 11) **Adjournment** – 8:30 p.m.

Respectfully submitted by Jennifer Johnson, Budget Committee Secretary

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

# City of St. Helens Budget Committee

Meeting Minutes

April 22, 2019

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**Members Present:** Rick Scholl, Mayor  
Doug Morten, Council President  
Ginny Carlson, Councilor  
Stephen R. Topaz, Councilor  
Brian Vaerewyck, Committee Member  
Keith Locke, Councilor  
Rachael Barry, Chair  
Garrett Lines, Committee Member  
Bill Eagle, Committee Member  
Leah Tillotson, Committee Member

**Members Absent:** None

**Staff Present:** Matt Brown, Finance Director  
John Walsh, City Administrator  
Jennifer Johnson, Accounting Assistant  
Sue Nelson, Public Works Engineering Director  
Margaret Jeffries, Library Director  
Brian Greenway, Chief of Police

## 6:00 P.M. - Call Meeting to Order

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

♦Al Petersen. He has a concern with the approval of the budget and tax rate. He looked on the City's website to read last year's budget of 127 pages. He asked the Committee members if they have seen the proposed budget that should be around 130 pages. He said it is not published anywhere. He is very concerned. Only a summary has been available to the public. He believes ethically you cannot approve a budget that you have not seen or read.

Finance Director Brown expressed that the 130 page document is usually created after the adoption of the budget. Peterson said that is not how it has been done in the past. Brown said he provides the information that is required by statute. That is what was presented at last week's meeting. Budget changes that were adopted by City Council will be reviewed in tonight's meeting.

Petersen referenced page 48 of last year's budget showing a transfer of \$240,000 from the General Fund to the Tourism Fund. Brown said the transfer was discussed at the City Council meeting. It was also posted online and published in the newspaper. The Tourism Fund had

\$260,000 of unappropriated funds. Legally, unless a State of Emergency, unappropriated funds cannot be used. The transfer was made on June 30<sup>th</sup> and paid back the following day on July 1.

Topaz commented he has not had enough time to review the details of the budget. He has not been provided enough information to double check.

Brown said the purpose of the Budget Committee is to approve appropriations. Committee Member Barry would like an orientation for new members and current members.

Scholl reminded the Committee that the City is also audited every year. Locke said it takes several years on the Council to understand the budget. Carlson said the Budget meetings are too close together. The Committee needs more time to review the information.

## 2) **Review Questions from the Previous Meeting**

Brown provided a copy of all questions and responses that have been asked pertaining to the Budget for review. No further questions were asked.

## 3) **Review Updates from Previous Meeting**

Changes from Meeting One:

- Council approved the Development Coordinator position. Community Development Fund, General Fund, Water, Sewer, and Storm will be impacted by salary charges.
- Engineering Tech position was not approved.
- Recreation position was approved contingent on grant or \$2 utility billing fee.

Tillotson thought the utility billing fee was going out as a vote before the Council approved it. Scholl said the discussion was to hold a public forum which has been done. Topaz agrees that the public should be asked before placing a fee on the water bill. Brown said some unexpected events have transpired that the Recreation Department was not planning on funding for several years such as the Afterschool Program and acquiring the Recreation Center (old FARA building).

## 4) **Budget Review- General Fund**

### 4.A General Fund Information

Brown said there are not a lot of huge changes. The biggest change is the recreation grants anticipated revenue. The \$160,000 anticipated revenue from the recreation user fee set at \$2.

Tillotson pointed out the Police Personal Services increased. Brown said this is due to added personnel and PERS increases.

## 5) **Break**

## 6) **Public Hearing for State Shared Revenue**



Barry opened the Public Hearing at 7:40 p.m.

No public comment.

Brown discussed Cigarette Tax, Alcohol Tax, Revenue Sharing, and Cannabis Tax. All funds are dedicated to the General Fund.

Locke suggested it be something to talk about with City Council, giving some back to the community. Carlson would like to see revenue from the Cannabis Fund go to education and law enforcement. City Administrator Walsh mentioned part of those funds do go to the Council Discretionary Fund. They received \$10,000 to give back to the community.

Barry asked for a motion to support shared revenue for general fund use this fiscal year.

**Motion:** Eagle moved to receive state shared revenue for General Fund use fiscal year 2019-2020 with further discussion on how it will be used.

Discussion: Lines asked how would a citizen who wanted to ask a question about the Dog Park fencing would approach the Budget Committee. Brown said at the Budget Committee or a City Council meeting during public comment. Scholl mentioned the City does a lot for the Food Bank, Senior Center, and Alano Club.

**Motion:** Upon Eagles's motion and Barry's second, the Budget Committee unanimously approved the motion. [AYES: Vaerewyck, Barry, Lines, Eagle, Tilotson, Scholl, Morten, Locke, Carlson, Topaz; Nays: None]

#### 7) **Approval of 2019/2020 Property Tax Rate**

**Motion:** Eagle moved to approve for fiscal year 2019-2020, a property tax rate of \$1.9078 per \$1,000 of assessed value for General Fund property taxes for taxes levied by the City of St. Helens permanent rate.

Discussion: Lines asked how the value is decided. Brown said is it set by the State and County. It is a permanent rate. Scholl said St. Helens is the second lowest in the County.

Upon Eagles's motion and Tilotson second, the Budget Committee unanimously approved the motion. [AYES: Vaerewyck, Berry, Lines, Eagle, Tilotson, Scholl, Morten, Locke, Carlson, Topaz; Nays: None]

#### 8) **Approval of 2019/2020 Proposed Budget**

2019-2020 Budget Summary Approval

**Motion:** Barry moved to approve the expenditures for fiscal year 2019-2020 in the amount of \$42,754,450.00 and to establish the maximum expenditures for each fund as shown on fiscal year 2019-2020 purposed budget expenditures summary by fund.

Discussion: No new changes.

Upon Barry's motion and Eagle seconded, the Budget Committee approved the motion. [AYES: Vaerewyck, Barry, Lines, Eagle, Tilotson, Scholl, Morten, Locke, Carlson; Nays: None]

Topaz abstained. Topaz abstained he said he does not know enough about it to approve it.

9) **Adjourn-** 8:20 p.m.

Respectfully submitted by Jennifer Johnson, Budget Committee Secretary.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

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

**CITY COUNCIL MINUTES**

Presented for approval on this 6<sup>th</sup> day of May, 2020 are the following Council minutes:

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2020

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- Special Session Minutes dated April 8, 2020
- Work Session, Public Hearing, and Regular Session Minutes dated April 15, 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

## Special Session Minutes

April 8, 2020

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*This Special Session was held electronically via Zoom.*

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

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Assistant City Administrator  
Rachael Barry, Government Affairs & Project Support Specialist  
Lisa Scholl, Deputy City Recorder  
Margaret Jeffries, Library Director  
Jacob Graichen, City Planner  
Jenny Dimsho, Associate Planner

**Others:** Dan Davis  
Patrick Birkle  
Lynne Pettit  
AP

1) **4:03 P.M. - Call Special Meeting to Order**

3) **Roundtable - Managing the Temporary Reality**

Mayor Scholl reported...

- The last Council meeting went really well. It's just not the same as being in the Council Chambers.

Council President Morten reported...

- Applauded the staff for creating electronic meetings and staying safe in their offices.
- He checked in with Public Works and things seemed to be okay.
- People are walking in parks and keeping distant.

Councilor Topaz reported...

- The Food Bank has a need for volunteer drivers.
- You cannot donate food to the Food Bank right now.
- Some of his Chinese friends have not left their living spaces for four months.

Councilor Carlson reported...

- People are anxious about distance learning for students.

- The outreach in the community has been great. We will persevere.
- People are doing well with physical distancing.

Councilor Locke reported...

- It's going to get worse before it gets better.
- There's an advantage in being in a small town. He sees a lot more people out in Salem.

Walsh reported...

- People are recognizing the seriousness and following safety guidelines.

## 2) **Mission**

Reviewed the proposed amended vision and mission.

Vision

To provide quality, effective and efficient service to our citizens.

Mission

- Develop and preserve the highest possible quality of life for our residents, businesses, and visitors.
- Provide a safe and healthy environment within a sound economic framework.
- Provide a leadership which is open and responsive to the needs of the community and works for the benefit of all.

Council President Morten likes how the mission was separated. He would like to identify the City's core values as they work together.

## 4) **Review Process - Review 2/26 & 3/11 Meetings**

Barry talked about improvements that can be made in order to run more efficient Council meetings.

She reviewed past Council minutes and chose a point from each Councilor about accomplishments and dreams for the future:

- Quality of life – parks, community events, building momentum
- Developing a city government that is sustainable and trustworthy
- Inclusion for ALL residents, consistency in service
- Connections to the river and improving collaboration
- Moving forward all together

### **4.A SWOT Analysis Discussion**

Reviewed the SWOT results with top priorities from Council, staff, and the regional meeting.

#### **Strengths**

City Council

- Sense of community
- Government agency support

City Staff

- City-owned property

- Fiscal responsibility

## **Weaknesses**

### City Council

- Property Development
- Permit Process

### City Staff

- Council roles
- Tax base

## **Opportunities**

### City Council

- Teamwork (all levels)
- Leadership capacity, hire experts for projects

### City Staff

- Waterfront development, central waterfront
- Efficiencies – Council/Departments

## **Threats**

### City Council

- Misinformation
- Politics recession

### City Staff

- Misinformation
- Organizational structure trust

Discussion ensued about the City staff's priority under weaknesses listing Council roles. Brown explained that there is confusion about liaison roles. It's about the organizational structure. Council President Morten said the governing policy has been changed adding to confusion.

Councilor Topaz talked about councilors overlapping the departments they oversee. That has led to confusion. Mayor Scholl agreed. He wants everything to be relayed to Walsh and then he relays to staff. Councilor Topaz wants to be sure it is handled in a timely manner. Scholl responded that it could be brought up during Council reports as well. Walsh agreed that there are efficiencies to work out. Barry added that there is a lot of room for improvement and they'll review that.

Reviewed the steps to success:

- Vision. Your vision should provide the platform. What you aspire to.
- Mission. What is the overall purpose of the organization?
- Goal. What goals should the organization have to reach the vision? What is a desired result?
- Objective. What specific, measurable action must be taken to achieve the overall goal?
- Tactic. What tactics should staff use to accomplish an objective?
- Projects. What specific projects should be done to reach every tactic/goal.

Reviewed the five main Goals:

- Goal 1 – Effective Organizational Structure

- Goal 2 – Community Enhancement
- Goal 3 – Safe and Livable Environment
- Goal 4 – Economic Development
- Goal 5 – Long-Term Planning

#### **4.B Work Plan Draft Review**

Reviewed the draft work plan based on the vision, mission, and goals listed with low, medium, and high priorities. Copies are included in the archive meeting packet. Council can direct staff to move projects up or down in priority level as needed.

Mayor Scholl would like to take more time to review the list and prioritize them as Council sees.

Councilor Topaz asked how staff will relay the details of projects to Council. Mayor Scholl sees it as Council discussing it in a meeting. Council President Morten added that staff should be reporting to Council. Communication is key. Councilor Topaz said the reports are following the project being done. He wants to ask questions and get responses ahead of time. Council President Morten understands but doesn't want to micromanage. Councilor Carlson pointed out that it's a team effort. Just because the councilor name is not listed, doesn't mean they're not involved in the project. Walsh clarified that these are intended as the Council's project goals for staff. Councilor Carlson suggested councilors mark up the document and return it to staff. Discussion ensued.

#### **5) Break – 4:55 p.m.**

#### **6) Governing Policy Discussion**

Walsh reported that the governing policy and Council rules were updated last year. The main focus was for the City Administrator to take on more roles, which happened. Taking on supervision has worked well. He talked about the roles and authority that the Council still retains.

Councilor Topaz wants to be informed when something happens. Walsh responded that the Council liaison is included in the decision-making process. Councilor Topaz wants to know about communications as well. Council President Morten said that is the responsibility of the Councilor to ascertain what is happening in the department. It's important to communicate with Walsh and the department head, and then report back at a Council meeting. Discussion ensued about the confusion among staff of whether they report to the City Administrator or the council liaison. Communication is key. Council needs to reach out to department heads or supervisors. Mayor Scholl understands but wants to be informed so he can communicate with the public when he's in the community. The City Administrator works for each individual councilor.

Brown suggested staff create a document outlining liaison responsibilities. Discussion ensued about Council and City Administrator roles and responsibilities. Walsh communicates to the Council so they can make decisions. Barry will work with staff on a document.

#### **7) Council Team Agreement**

Reviewed the draft agreement included in the packet. Barry encouraged the Council to adopt it at a future Council meeting. It will greatly help incoming Councilors.

## 8) **Wrap Up and Key Message Takeaways**

Reviewed the message from George Dunkel. A copy is included in the archive meeting packet, titled, "Read before each Council meeting..." It's important to remember it before going into each meeting.

Takeaways from the process:

Council President Morten

- Anything that helps with communication is a plus.
- Understand each other and work together.

Mayor Scholl

- The City on rock is ready to rock and roll.

Councilor Locke

- A lot of headway has been made over the last six months.

Councilor Carlson

- Positive about the team commitment. This is just the beginning and there is still a lot of work ahead.
- Communication is key.

Councilor Topaz

- It's the beginning of the process.

Mayor Scholl encouraged Councilor Topaz to call him if he has questions or needs clarification. Government is a whole different process than a business.

Barry talked about the next steps. The list of projects is a living document.

## **Other Business**

We're still an operating City.

Day to day operations update:

- Due to vandalism, the lock box in front of Utility Billing has been closed. Public Works will remove the box. Payments can be made online, through the mail, or over the phone. Staff is working in the office and will help customers over the phone.
- Keeping up with the flow of information is challenging. Regulations are constantly changing.
- City Hall is closed but is still conducting business safely.
- Tourism is shifting to supporting local businesses.
- CDC has asked the reference of social distancing to be changed to physical distancing. Social interaction is still important.
- Staff is very dedicated. Police are on the front lines and Public Works is continuing operations.



Mayor Scholl wants staff to investigate grants to help our small businesses. Discussion of supporting businesses.

Council update:

Councilor Carlson reported...

- She is good. Grass is cut and she has toilet paper.

Councilor Topaz reported...

- He is good.
- Communicating with people all over the world. People are realizing how important medical staff are.

Council President Morten reported...

- Lost his job this season. It's a loss to him.
- He is still very fortunate to be part of this Council. He has a passion for it. He's excited about getting things done on the Waterfront.
- Suggested the Council job description be titled, "Council Expectations."

Mayor Scholl reported...

- Family communication is important. There's a fear of the unknown. Life is still happening.
- Maintain physical distancing but still be social.
- Oregon is going to be okay.

9) **Adjourn – 6:07 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Lisa Scholl, Deputy City Recorder

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Rick Scholl, Mayor

# City of St. Helens City Council

Work Session Minutes

April 15, 2020

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*This meeting was held electronically via Zoom.*

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

**Council Members Absent:** Rick Scholl, Mayor

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Assistant City Administrator  
Kathy Payne, City Recorder  
Brian Greenway, Police Chief  
Sue Nelson, Interim Public Works Director  
Lisa Scholl, Deputy City Recorder  
Margaret Jeffries, Library Director  
Rachael Barry, Government Affairs & Project Support Specialist  
Crystal King, Communications Director  
Jacob Graichen, City Planner  
Jenny Dimsho, Associate Planner  
Mike DeRoia, Building Official  
Heidi Davis, Building & Administration Secretary  
Christina Sullivan, Community Development Administrative Assistant  
Shanna Duggan, Recreation Manager  
Jamie Edwards, Administrative Billing Specialist  
Ed Trompke, City Attorney  
Tina Curry, Event Coordinator

**Others:** Linda Prichett      Dan Brown      Brady Preheim  
Heidi Oliver      Chelsea Strautman      Diane Dillard  
Jaime Smith      Patrick Birkle

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

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

- ◆ Steve Burg, American Property Management. They own the property at 445 and 201 Port Avenue. He has concerns about the CCMH proposal. He was told that it would be to gather homeless people and put them in a camp at McCormick Park. There was a homeless camp there years ago that created vandalism and crime. He doesn't see how this is going to help amidst the COVID-19 crisis. They're concerned about the crime and health aspect.

- ◆ Jaime Smith. She is here to speak about the CCMH homeless proposal as well. There has not been a clear ask of what they want. Parks have closed due to COVID-19. It seems ridiculous to open the parks to camping again. She has heard that it could potentially bring people from Portland. There are families in our County who need help. If this is approved, what is the process for ramping down the use and supporting our community members?
- ◆ Diane Dillard. She is in opposition of the proposal for using McCormick Park as a homeless camp. She is not in opposition to the City finding camping space but not at McCormick Park. There is space on the Boise property and the hospital property. That park just received a \$25,000 donation for a new playground. That park is used by so many people. Our children and citizens do not need to be exposed to trash and unused needles. When those people leave, there will be a cleanup that will cost a lot of money. She encourages the Council to vote no at this time.
- ◆ Chelsea Strautman. She is interested in hearing the McCormick Park proposal from CCMH. From her understanding, it is just to open the shower facilities to the homeless. She's in support of helping unsheltered families. She is working on a grant proposal to get funding for unsheltered families, specifically for women and children who are fleeing domestic violence situations. She is working collaboratively with local agencies to help find a solution. She is in support of opening shower facilities.
- ◆ Brady Preheim. He is here to comment about the proposal for McCormick Park. He understands that the CDC guidelines mandated the closure of park restrooms. Opening them for showers could be a detriment to homeless. If one is infected, it could spread to more. He is opposed to a homeless camp at McCormick Park. There needs to be a better solution for appropriate housing. How many homeless people are there in the County and how many would need housing?
- ◆ Heidi Oliver. Her daughter lives next to McCormick Park and the City just received a grant for new playground equipment. Who is funding the homeless camp? She sees a lot of people migrating from Longview, Washington, and there's a homeless camp on Industrial Way. Those people do not want help. They have destroyed the area. There are apartments going in, our infrastructure is not up to par, and why do we have an area for homeless? We can't even take care of what we have. We should not provide space for homeless coming from outside the area.

### 3) **Discussion Topics**

3.A Homeless Pandemic Response - McCormick Park - Linda Prichett, CCMH  
 CCMH Clinical Director of Residential and Specialty Services Linda Prichett reported that Columbia Community Mental Health (CCMH) is looking at various aspects of their COVID-19 response. One area of concern is the unsheltered population in Columbia County. They have been working closely with Community Action Team (CAT) and Columbia County Public Health. She is requesting use of the showers at McCormick Park, Monday – Friday, 11 a.m. – 1 p.m. They will also be handing out grab and go food during that time, as well as hygiene kits. They never intended to bring people in from outside of Columbia County. They just want to provide the service for people in the community. The Library and other services have closed, which has disrupted their ability to take care of their needs. They are working with Public Health to learn how to properly clean the restrooms. They would put everything in place to make sure they're not creating a vector to spread disease.

CAT Executive Director Dan Brown reported that this has never been about bringing people in from outside of the community. They have already established some restroom facilities and handwashing stations. They are providing meals several days a week. This request is to give them a place to shower. They will adhere to social distancing requirements, create a sign-up sheet for showers, and follow Public Health guidelines for cleaning between the uses.

Linda said they will conduct screenings of people using the showers. If they are ill, they will provide them additional services. There will be staff on site during the operation hours.

Council President Morten asked why they selected McCormick Park. He talked about other shower facilities that they could have considered, such as Columbia View Park, fairgrounds, County facilities, etc. He's concerned that once they move into McCormick Park, it could be hard to move them out. Linda responded they chose McCormick Park specifically because of the showers. They are looking for a centrally located park for easy access. She understands that the showers at Columbia View Park are not operational due to a fire. Council President Morten asked if they have considered mobile showers that could be brought in. Dan responded that they did investigate it. It would cost \$62,000 month.

Councilor Topaz recommended borrowing a portable shower facility, rather than using the restrooms in City parks. The homeless population have a bad reputation of not leaving the area very nice. A lot of people are opposed to this proposal.

Councilor Carlson has seen McCormick park frequently used while maintaining social distancing. She doesn't want to take anything away from citizens. The Council has taken a stand to keep parks smoke-free. It took us years to cleanup after closing camping in McCormick Park. She is hesitant to put City assets at risk. Dan responded that they plan to adhere to any park regulations. Linda agreed, they want to follow all park rules. She supports the non-smoking rule.

Councilor Locke has not heard that there will be no camping there. Linda responded that they are not asking for camping for their unsheltered population at McCormick Park. They are asking for use of showers, 11 a.m. – 1 p.m., Monday – Friday, or only Monday, Wednesday, and Friday. Councilor Topaz talked about camping off Old Portland Road already taking place. This is going to add another burden.

Councilor Locke asked what the status is of the men's restroom at Columbia View Park. City Administrator Walsh reported that the repairs have been made. It was ready to open when all the park restrooms were closed. Linda is not set on McCormick Park. They would be happy to use Columbia View Park if it is available.

Council President Morten asked how long this will continue and what their financial situation is for staffing and cleanup. Linda responded that they have funding and staffing available for this program. She can't answer the question about timing. That will be based on the Governor opening the State again. They don't intend to continue the use indefinitely.

Council President Morten suggested Linda and Dan check with the School District about using their facilities as well. They would have more shower stalls available. Councilor Topaz suggested checking with the National Guard Armory as well. Linda responded that County Commissioner Alex Tardiff was going to investigate schools. She doesn't know their availability at this time. Dan expressed concerns about using schools. They can't as easily control where

they go in a school or locker room. The smaller the facility is, the better for cleaning between use. They can investigate the use of the National Guard Armory.

Interim Public Works Director Nelson reported that the showers at Columbia View Park are coin operated. The electrical has not been checked on the fire damaged side of the restrooms.

Walsh explained that the park restrooms were closed before the State mandate for the safety of staff. They were being vandalized, toilet paper was being stolen, and it was challenging to keep them clean. The expectation for City staff to maintain them is a concern.

Chief Greenway reviewed Police Department concerns.

- Suggested using funds to bus people to Multnomah County, where they also offer shelter.
- From his experience, there will be residual effects after the pandemic ends or the showers close. They will start camping at or around the park.
- Who is going to police the problem? The Police Department is already short staffed. If one of their officers gets infected, they will have to be quarantined for 14 days. That could shut down the department in a matter of 72 hours.
- It could also lead to problems with Hepatitis C.
- He spoke with officers and they are not in support of this proposal. They are in support of helping the housing challenged individuals but not bringing them into an area that is hard to police during the day.
- He suggested other facilities, such as the high school, CCMH facilities or showers on their property.
- They have seen a spike in domestic violence and just don't have the resources to police this.

City Attorney Trompke is concerned about City staff and risk assessment when cleaning showers. He wants to make sure City employees and volunteers are not exposed to hazardous work conditions, which could result in a civil liability. He would want to make sure that the people cleaning receive special cleaning instructions and training, which would also involve having the proper PPE. He supports Chief Greenway's suggestion to take people to an appropriate facility where they can receive shelter, shower, and other services.

Deliberations will be held either tonight or at the next Council work session.

### 3.B Communications 3rd Quarter Report - Crystal

Communications Officer Crystal King reviewed her report. A copy is included in the archive meeting packet.

Councilor Carlson has noticed a lot of businesses doing curbside pickup. She worries about businesses and how this is affecting them. She suggested King support our Main Street businesses by creating a list of businesses that are still open. Walsh talked about all the resources on the City's website that King has kept updated. Tourism is on pause, but Tina is working to promote businesses on social media to help them survive. Councilor Topaz asked if King could report on the needs of the Food Bank. King said there are resources on the City's website related to the Senior Center and Food Bank. Her only concern with promotion of businesses is the need to coordinate efforts with the Chamber. Walsh added that the City has sent a letter to local businesses listing available resources.

### 3.C Financial 3rd Quarter Report – Matt

Assistant City Administrator Brown reviewed his report. A copy is included in the archive meeting packet. Departments have been asked to refrain from any unnecessary spending. The last slide shows that building is still occurring. They have reached a five-year high. Planning, Building, and Engineering are all staying busy.

Councilor Carlson clarified that projected revenue is on target. The next report will show the shortage. Brown agreed.

Councilor Topaz asked about the last half of the year. Brown will review that in the proposed budget at tomorrow's Budget Committee meeting. They are being cautiously optimistic by estimating anticipated revenue and not filling open positions.

Councilor Carlson asked about the school excise tax. Brown reported that school districts have the option to apply a 1% excise tax to building permits. Each quarter, Brown issues a check to the school district. The last check was around \$70,000, which was larger than previous checks because of the increase in residential building. They receive 99% of the tax. The City retains 1% for processing fees. The funds do not come out of General Fund. It's a fee paid by the applicant.

### 3.D Review Request for Proposals Document for Janitorial Services - Matt

Assistant City Administrator Brown reviewed the RFP. A copy is included in the archive meeting packet. Discussion ensued about additional cleaning during the pandemic. City Recorder Payne reported that the current contractor has increased cleaning services.

### 3.E Discussion Regarding RFP Process for IT Services - Matt

Council President Morten brought this to the attention of Walsh and Brown after being approached with a concern about how the RFP was handled. Brown reported that the City released an RFP for IT Services in November 2019. They did not complete the RFP. An automatic renewal was done with Centerlogic in January 2020. At that time, the IT incident occurred at the City, which made them more aware of some of the issues they were having. They reviewed the RFPs again, and discussed at the last Council meeting about moving away from Centerlogic and moving to MorePower. Attorney Trompke explained that there are limits to how large of a contract the City can enter into without starting the process over. At the last meeting, Council directed staff to enter into a contract with MorePower. That can proceed but it should come back to Council for final approval.

Council President Morten asked if Brady Preheim could have the opportunity to speak since he brought up the concern. Brown reported that Brady did not submit a response to the RFP. If they invite him to speak, it would be inviting a member from the public to speak. Trompke added that only submitters can file objections. The City needs to extend the time period with the concurrence of the bidder and then the final details can be worked out and brought back to Council for final approval. Brown added that MorePower is fine with extending their proposal.

### 3.F Library Department Requests - Margaret

Library Director Jeffries reviewed her report. A copy is included in the archive meeting packet. The temporary closure of the Library gives them a unique opportunity to work on maintenance projects. She is requesting Council authorization to spend:

- \$22,300 from the Library Facility Fund for Columbia Center interior painting, floor coverings, and a minor light replacement.

- \$14,150 from the Library Facility Fund for the installation of a sink and vinyl plank flooring in the Library's new makerspace.

Councilor Carlson asked Jeffries to bring back an update of the Strategic Plan and what they've been able to accomplish. Jeffries will do that.

Council concurred with Jeffries' requests.

### 3.G Review of Council Goals

Walsh reported that the Strategic Workplan 2020-21 and City Council Team Agreement are a culmination of several months of meetings with Council. Copies are included in the archive meeting packet.

Discussion of serial meetings ensued. Attorney Trompke advised the Council not to communicate with more than one or two Council members, especially in an email or running into someone in a coffee shop. You can disclose the interaction at the next meeting but it's better to avoid the situation.

Discussion of Goal Area 4. Councilor Topaz would like to include community input for property development. Walsh pointed out the extensive community involvement that took place during the Waterfront property development review. Councilor Carlson would like to see local agencies involved more. Walsh added that he does have frequent conversations with local agencies. Goal Area 1 does emphasize collaboration with agencies. Councilor Carlson suggested Walsh vocalize the agency communications during his reports. Consensus to include this in the Executive Summary.

## 4) Department Reports

Interim Public Works Director Nelson reported...

- Public Works is functioning with altered schedules. They are practicing safe protocols.
- Crews have been working on projects at the Library.
- Obtained the Blazers MODA Assist Program Grant! The exact amount is not known yet. MODA will be adjusting the award amount since the season was shortened. She anticipates more than \$26,000 to purchase all-inclusive play equipment for McCormick Park. Thank you to Communications Officer Crystal King, Recreation Manager Shanna Duggan, and Parks & Trails Commission Chair Carmin Dunn for all their work to promote the competition.
- Council President Morten added that Nob Hill Nature Park received a \$500 grant from Portland Garden Club.

Chief Greenway reported...

- Columbia County has 14 cases of confirmed COVID-19. No deaths in the County.

Library Director Jeffries reported...

- Continuing to offer virtual story times twice a week.
- Vendors are offering subscription content for free.
- Instituted a free digital library card. It allows you to get digital books, magazines, and music.
- Made policy changes to extend material due dates and library card expiration dates.
- Need to start making plans for re-opening the Library.

Assistant City Administrator Brown reported...

- Finance, utility billing, and court are working almost every day.
- Reviewing business licenses in the Municipal Code for updates.

Event Coordinator Curry reported...

- Thanked Greenway and his officers for a recent quick response.
- Tourism has shifted to local tourism. She has been contacting businesses.
- She is going to do a Food Adventures Program to offer cross-promotion to food businesses.
- Other businesses will be included in the Explore Local app.
- A Heart Hunters program will begin next week. Hearts will be placed on all businesses.
- Working on a new Physical Distancing family activity.
- Working on Keep Your Distance Dinner Parties. It's a promotion with restaurants and food providers to encourage people to get food from the same restaurant and have a dinner party online.
- Thanked Parks and Public Works crews for their help.
- Have a crew of people helping clean out park area.
- Businesses can contact her to help get information out.
- Working on a plan to help businesses list their hours operations.
- Working on the permits for the Masonic building.

Councilor Carlson reported that independent films are being released and can be streamed. Their profits are being split with independent theaters, including Columbia Theater. She would like Curry to include ways for businesses to share how we can support them. Curry confirmed she will provide that service. Businesses just need to contact her.

Communications Officer King reported...

- The [www.discovercolumbiacounty.com](http://www.discovercolumbiacounty.com) website and Columbia County Events Facebook website are excellent resources for business promotion. She will coordinate with Curry on promotion.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported...

- COVID-19 is consuming a lot of time for the Communications Officer, Department Heads, and the whole organization. Everyone is doing their part to stay safe and continue providing essential services. He is participating in weekly conference calls. They are starting to change discussions from response to re-opening.
- City Hall is closed but Community Development is still very busy.
- Working on the resubmittal application for the BUILD grant. Rather than the boardwalk, the focus will be on the roadway infrastructure.
- The Nike funded 5<sup>th</sup> Street Trail was very nicely done. He encouraged everyone to check it out. Thank you to Youth Corp and Public Works for their work on the project.

## 5) **Council Reports**

Councilor Locke reported...

- Nothing to report.



Councilor Carlson reported...

- Having Zoom meetings with the Chamber of Commerce. Moving forward with an all-volunteer team. They have a very active Ambassador program.
- Thank you to staff for closely monitoring the budget.
- Thank you to all the staff continuing to work every day. She understands the pressure.

Councilor Topaz reported...

- The Food Bank needs volunteer drivers.
- Judy Thompson is still planning to ring the bells on 4<sup>th</sup> of July.
- He was upset by two documents he recently read that were not made very public.
  - The failed Waterfront boardwalk grant application. It was supposed to be a matching fund grant. The matching amount was listed as the tipping fees from the lagoon. It made it sound like the lagoon will be a dump. Things didn't match when you read the document from Maul Foster about the lagoon.
  - The reservoir fixup project. A lot of chlorinated water is being dumped down the stream. He questioned it and was told it was okay. He asked Brown how much it costs for the material to get rid of the chlorine. That resulted in Brown turning him into the Ethics Committee for bothering him. Further down the road, there was an article in our utility bill about the chlorine that comes from the reservoir. He investigated it. The sample of water, taken in a mason jar, 100 yards from the outflow compared to the outflow from the chlorination unit. The water sample was running about five gallons a minute. It was dumped into the stream 100 yards from the outflow, which is 100 yards from the valve. We have a whole bunch of missing chlorine. Plus, we don't know how much water was in the reservoir. It's a big pond and you don't know how much chlorine comes off the surface. He's finding a lot of misinformation and is getting upset.

Council President Morten has been informed by Water Filtration Facility (WFF) Supervisor Howie Burton that hardly any chlorine goes into our drinking water. Nelson does not know off the top of her head what the typical residual is from the finished water at the WFF. She can get the information. The reservoir that has the defective liner was drained into a roadside ditch. They de-chlorinate it before it gets to the ditch. It was tested in multiple locations alongside the ditch. It runs in the ditch before going into Milton Creek. That discharge location is about a half mile away from the reservoirs.

Councilor Topaz said the water level was about four feet when the reservoir was dumped. When the sample was taken it was only about an inch. Width was about 18 inches. He has been informed by the EPA that a permit is needed to dump large amounts of water. Nelson responded that she has been in contact with the EPA and no regulations have been violated. Discussion ensued. Council President Morten suggested Councilor Topaz work with Public Works to take a sample. Councilor Topaz responded that he tried to do that, and it didn't work well. Nelson clarified that he tried when work was being done and only essential personnel were allowed on site. Councilor Topaz was invited again but the invitation was never reciprocated.

Council President Morten reported...

- Interviewed a couple Public Works and Parks staff to see how they feel about opening McCormick Park for a homeless camp. They feel they would be put in danger. He recalls camping in McCormick Park and in public space was outlawed because of all the needles and debris left behind. That ordinance is being taken seriously. They are trying to keep staff and citizens safe. Parks are still open to the public. People are keeping

their distance. Why are the City parks a focus for homeless? There are so many other options to pursue.

6) **Other Business**

7) **Adjourn – 3:55 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Doug Morten, Council President

# City of St. Helens City Council

## Public Hearing Minutes

April 15, 2020

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*This meeting was held electronically via Zoom.*

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

**Staff Present:** John Walsh, City Administrator  
Matt Brown, Assistant City Administrator  
Kathy Payne, City Recorder  
Brian Greenway, Police Chief  
Sue Nelson, Interim Public Works Director  
Lisa Scholl, Deputy City Recorder  
Margaret Jeffries, Library Director  
Jacob Graichen, City Planner

**Others:** Trina Romero-Hash

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

- 2) **Topic**  
2.A Amendments to the City of St. Helens Floodplain Regulations. Also, a change to the size (increase) of accessory structures allowed without permitting.

City Planner Graichen presented the staff report dated April 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. Based upon the facts and findings in the staff report, the Planning Commission unanimously recommended approval.

The accessory structure amendment proposes to increase the maximum size of accessory structures from 120 to 200 sq. ft. without needing a permit. It will better align with Building Codes.

The floodplain proposed amendments will update the City's Code to meet State regulations that were updated in August 2019.

Councilor Topaz talked about flooding during heavy rains between St. Helens Street and Columbia Blvd, and 3<sup>rd</sup> and 4<sup>th</sup> Street. It used to drain through the sewer lines but now doesn't. Now it flows over the sidewalks and into basements. Where is the lagoon measured? Graichen showed the floodplain on a map in relation to the lagoon. Development on the lagoon property will be based on elevation of build. The floodplain regulations are based on river and creek flooding. Street flooding around 4<sup>th</sup> and 5<sup>th</sup> Street would not be regulated by this ordinance.

No public testimony was received.

3) **Close Public Hearing – 6:54 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

April 15, 2020

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*This meeting was held electronically via Zoom.*

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

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

**Others:** Trina Romero-Hash  
Brady Preheim

- 1) **7:00 P.M. - Call Regular Session to Order via Zoom**
- 2) **Pledge of Allegiance**
- 4) **Deliberations - Amendments to the City of St. Helens Floodplain Regulations. Also, a change to the size (increase) of accessory structures allowed without permitting.**

**Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously approved the amendments as recommended.

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

- ◆ Trina Romero-Hash. She is here to talk about her building on Columbia Blvd. in the Houlton District. She has five tenants. Burrito USA wanted to open a business in her building by April 1. However, the City told them that the back parking area would have to be paved. Neither she, nor Burrito USA, have money to pave that area. Not all her tenants are even paying rent because they're not open. She does not want to lose a good tenant because of this requirement. It's hard times right now. Is there a grant available for the City to help pay for it? She can't afford the \$6,000 quote.

Council President Morten suggested adding a condition for that. Councilor Carlson pointed out that the two previous businesses in that location did not have to pave. She asked City Planner Graichen to explain.

Graichen asked Trina if all the building permits have been done. Trina said yes. Planning added a stipulation that they can't open until the paving is done. This will put them out three months. No one has the money to pay for it. Graichen pointed out that the applicant has not spoken to him. This is the first he is hearing about it. He reviewed the Site Design Review process and conditions.

Discussion of adding a condition with a timeline to pave. Due to COVID-19, it was the consensus of the Council to allow Trina one year to complete the paving. Council also encouraged Trina to get more quotes for paving. Her quote seemed very high.

5) **Ordinances - Final Reading**

- 5.a Ordinance No. 3252: An Ordinance Vacating a Portion of Umatilla Street Right of Way

Mayor Scholl read Ordinance No. 3252 by title for the final time. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Ordinance No. 3252. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

6) **Resolutions**

- 6.a Resolution No. 1880: A Resolution of the City of St. Helens City Council Adopting a Strategic Workplan for 2020-2021

Mayor Scholl read Resolution No. 1880 by title. **Motion:** Upon Carlson's motion and Locke's second, the Council unanimously adopted Resolution No. 1880. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

- 6.b Resolution No. 1881: A Resolution of the City of St. Helens City Council Adopting a Council Team Agreement

Mayor Scholl read Resolution No. 1881 by title. Discussion ensued about the agreement. **Motion:** Upon Carlson's motion and Morten's second, the Council unanimously adopted Resolution No. 1881. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

7) **Award Bid/Contract**

- 7.a 2020 Sanitary Sewer Rehabilitation Project No S-667 to Black Rock Underground LLC in the amount of \$143,610

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

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

- 8.a Contract with Arete Advisors, LLC for SentinelOne Virus/Ransomware Software  
8.b [RATIFY] Agreement with Enterprise Fleet Management to Sell Vehicles  
8.c Agreement with Trotter & Morton for HVAC Maintenance at the Police Station  
8.d [RATIFY] Agreement with USDA for Animal & Plant Health Inspection Services  
8.e Amended Memorandum of Understanding with AFSCME to Continue Temporary Reassignment of April Messenger to the Municipal Court Clerk Job Classification

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

9) **Consent Agenda for Approval**

- 9.a Request for Proposals for Janitorial Services
- 9.b Council Special Session, Work Session, Executive Session, and Regular Session Minutes dated March 11, 18, and April 1, 2020
- 9.c Accounts Payable Bill Lists

**Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously approved '9a' through '9c' above. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

10) **Mayor Scholl Reports**

- Today is his 47<sup>th</sup> Birthday!
- He is noticing that open businesses are working hard to protect each other. They've had to adapt and adjust. He's hoping to have more clear direction from the State at the May 6 Council meeting. He's praying for the safety of our citizens.
- The City mailed a letter to businesses with programs that are available to help right now.

11) **Council Member Reports**

Council President Morten reported...

- Council did not deliberate about the CCMH proposal to use McCormick Park. He would like to hold deliberations at the May 6 Council work session. Staff members and community members testified in opposition. He does not want to see the public use of McCormick Park compromised. He read a letter into the record from a citizen opposed to the proposal.
- Requested to hold the May Parks & Trails Commission meeting. Brown acknowledged that staff should be trained to begin holding Board and Commission meetings in May.

Councilor Carlson reported...

- Happy Birthday to Mayor Scholl!
- Not knowing how long this will last, it's important to support small businesses, seniors, and the vulnerable population.

Councilor Locke reported...

- Glad to see everyone wants to get on the same page with governing policies.

Councilor Topaz reported...

- The Food Bank needs drivers.
- This is the beginning of the year. We need to help farmers get into their fields.
- The use of the Masonic building as a warehouse has been brought to his attention. Something needs to be done to make it look presentable.

12) **Department Reports**

Chief Greenway reported...

- Still seeing an increase in domestic violence calls. It's directly correlated to everyone being cooped up. They're working closely with the Sheriff's Office to handle calls. Protocols are in place to limit contact. Officers are wearing N95 masks.
- There are a lot of police departments across the country that are faced with laying off officers due to budgetary concerns. Kudos to the City! He is proud of how everyone at the City is doing their best to manage the budget.

Interim Public Works Director Nelson reported...

- Happy Birthday to Mayor Scholl!

Councilor Carlson asked about the road work being done on N. 7<sup>th</sup> Street. Nelson responded that it's a water line project.

Councilor Carlson asked for an update on the Gable Road project. Nelson explained that they are moving forward. She will be attending a progress meeting tomorrow.

Library Director Jeffries reported...

- Thrilled that the Library will be able to move forward with interior upgrades. Thank you!

Assistant City Administrator Brown reported...

- Happy Birthday to Mayor Scholl!
- Budget Committee meeting tomorrow at 7 p.m.

Councilor Carlson talked about the need for students to access free WiFi. Brown will verify that it is not being turned off. Jeffries added that the Library WiFi is on between 6 a.m. and 10 p.m.

City Recorder Payne reported...

- The first meeting in July is normally cancelled. She recommends not cancelling it. Consensus of Council to wait to make the decision until it gets closer.

City Administrator Walsh reported...

- Happy Birthday to Mayor Scholl!
- Earlier in the work session, he talked about working with agencies to react to COVID-19. Now, they're working on being proactive to prepare for re-opening. He thanked Council for their support of staff during this time. A lot of city's don't have a contingency fund to help during these times. St. Helens has prepared well for this.

Mayor Scholl asked about the Comcast program that offers free WiFi to families who receive free lunches. He asked Walsh to get more information about it. Councilor Carlson reported that Comcast offers WiFi to low income families for \$10/month.

13) **Other Business**

14) **Adjourn – 7:56 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

**Job Title:** Accountant  
**Department:** Administration  
**FLSA Status:** Non-Exempt  
**Union:** Yes  
**Created:** May 6, 2020  
**Wage Scale:** Accountant

### **GENERAL PURPOSE**

Performs technical and administrative accounting work, maintains the fiscal records and systems of the City. Maintains accurate financial ledgers and records for the City according to generally accepted accounting principles (GAAP). Performs routine clerical, bookkeeping, accounting, AP/AR, and payroll functions of the City.

### **SUPERVISION RECEIVED**

Works under the general supervision of the Finance Director.

### **SUPERVISION EXERCISED**

None.

### **JOB DUTIES AND RESPONSIBILITIES**

General:

- Contributes to a positive work environment.
- Maintains a positive relationship with contracts specific to them and positions outside the organization.
- Provides confidential support to the City's management team, which may include compiling data necessary for management and providing suggestions to assure efficient and effective processing of financial related functions.
- Responsible for records maintenance and retention. This includes all historic records associated with all financial-related functions.
- Assists in preparation of year-end reports, auditor requests, and any state/federal reports.
- Monitors and reconciles assigned general ledger accounts that consist of but are not limited liability accounts, accounts payable, payroll payable, expenditures, revenues, etc.)
- Assist the Finance Director in the operation and maintenance of the City's financial system. This may include but is not limited to: the opening and closing of accounting periods; developing user access to the different financial modules; defining varying levels of access and authority for individual users as specified by job requirements and internal control protocols. And general training on access/usage to the financial software modules.
- Performs other duties as assigned that support the overall objective of the position.
- Ability to disseminate verbally and/or in writing general information to employees, general public, and contract vendors related to assigned duties.
- Ability to discern confidential information.

Accounts Payable:

- Prepares and processes accounts payable including, but no limited to: preparing vendor data and processing transactions; tracking of invoices/purchase orders and performing AP filings; working closely with departments to assure accurate and timely processing of invoices; preparing accounts payable checks for distribution; preparing all payable reports for City Council.
- Setup and maintenance of vendor master files; intermittently reviewing files to assess potential internal control risks.

#### Accounts Receivable:

- Miscellaneous accounts receivable including, but not limited to: preparing recurring billings for City services and/or assessments; monitoring to assure timely actions for failure to pay; and maintaining centralized logs of activity where needed.

#### Payroll:

- Prepares and processes payroll including but not limited to; compiling documents required for payroll processing, generating employees' pay, reviewing and ensuring accuracy.
- Pays all applicable payroll vendors including but not limited to: federal, state, local, quarterly, and annual payments as required by payroll vendors and City management.
- Works with Human Resources/City Recorder's office in the interpretation/application of bargaining units' contract terms.
- Reviews and enters new hire paperwork.
- Enters updates to payroll system from employee updates.
- Responsibilities consist of but are not limited to: coordination of benefit enrollments and assisting in employees' education of benefits provided by the City.
- Answers payroll and insurance related questions for employees when necessary.
- Answers personnel related questions for public when necessary.
- Maintains payroll related employee leave records, such as sick or vacation leave.
- Administers payroll related employee benefit programs such as health insurance, leaves, retirement, etc.

#### Banking:

- Monitors City's bank accounts and informing Finance Director of any specific needs.
- Reconciles all City's bank accounts monthly to be approved by Finance Director. Prepares journal entries to balance and close monthly general and subsidiary ledgers and revenue and expense accounts.
- Reconciles City purchase card program monthly and posts expenses through journal entries to specified accounts once reviewed.
- Processes and closes out batches/packets from financial system as necessary from departments.

#### Fixed Assets:

- Maintains the fixed asset accounts of the City which include, but are not limited to: monitoring of capital outlay expenditures intermittently throughout the year; preparing subsidiary and general ledger journal entries capitalizing expenditures; defining asset classification and applicable depreciation schedules; and preparing annual audit working papers for auditors.

#### **MINIMUM QUALIFICATIONS**

- Graduation from a high school or GED equivalent; and
- Two years of experience in general office practices such as typing, data processing, and customer service; or
- Any equivalent combination of education and experience.

#### **DESIRED QUALIFICATIONS**

- Two years of progressively responsible municipal accounting or finance work.
- Associates or bachelor's degree in business, accounting, or finance
- Working knowledge of computers and programs such as Microsoft Excel, Word, PowerPoint, and Tyler Technologies Incode Software Suite.
- Skills in operating a 10-key calculator, phone, fax, and copy machine.
- Ability to work with angry and/or difficult customers.

- Ability to perform arithmetic computations accurately and quickly; ability to communicate effectively verbally and in writing; ability to establish successful working relationships; ability to work under pressure and/or frequent interruptions.

#### **SPECIAL REQUIREMENTS**

- None.

#### **PHYSICAL DEMANDS**

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

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

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

#### **WORK ENVIRONMENT**

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

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

## EMPLOYEE ACKNOWLEDGEMENT

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

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

### ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the **Accountant** job description. I understand that it is my responsibility to adhere to the guidelines of the expectations and job duties and responsibilities outlined within this job description.

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

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

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

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

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

**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>
• Columbia Tavern	TD Montoya Inc	467 Columbia Tavern	Renewal
• Dockside Steak & Pasta	In-Time Inc	343 S 1 <sup>st</sup> St	Renewal
• CJ eateries LLC	Lori's Lounge	2296 Gable RD #210	Renewal
• Oregon Trail Lanes	Oregon Trail Lanes Inc	735 S Columbia River HWY	Renewal
• Zhen's Chinese Restaurant	Zhen's Chinese Restaurant Inc	1671 Columbia BLVD	Renewal
• Moly's Market	Molly's Market LLC	290 S 1 <sup>st</sup> St	Renewal
• Plymouth Pub	Rakes LLC	298 S 1 <sup>st</sup> St	Renwal



St. Helens, OR

# Expense Approval Register

Packet: APPKT00069 - AP 4.16.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
AMY GARVER	INV0000193	03/25/2020	COACH REFUND	100-704-52019	65.00
DON TRUEDSON SWEDE & JAC...	0001	04/13/2020	MOLES	100-708-52019	120.00
MAILBOXES NORTHWEST	03022020	04/13/2020	AXON SHIPPING	100-705-52009	13.12
SYMBOLARTS LLC	0349158-IN	04/13/2020	BADGE	100-705-52002	145.00
WILCOX	0484362-IN	04/13/2020	PARKS FUEL	100-708-52022	290.72
WILCOX	0484666-IN	04/13/2020	PARKS FUEL	100-708-52022	546.42
WILCOX	0488018-IN	04/13/2020	EQUIP FILL MCCORMICK PARK	100-708-52022	61.60
CC RIDER COLUMBIA COUNTY ...	16-3344	04/13/2020	VOUCHER FOR RIDE FROM ST...	100-705-52024	5.00
NASASP	17196	04/13/2020	ANNUAL DUES NASASP	100-702-52019	39.00
INGRAM LIBRARY SERVICES	44330689	04/13/2020	BOOKS	100-706-52033	321.40
INGRAM LIBRARY SERVICES	44330690	04/13/2020	BOOKS / AUDIO BOOKS	100-706-52033	45.45
INGRAM LIBRARY SERVICES	44330693	04/13/2020	BOOKS / AUDIO BOOKS	100-706-52033	36.11
INGRAM LIBRARY SERVICES	44543553	04/13/2020	BOOKS / AUDIO BOOKS	100-706-52033	385.53
INGRAM LIBRARY SERVICES	44543554	04/13/2020	BOOKS / AUDIO BOOKS	100-706-52033	21.46
INGRAM LIBRARY SERVICES	44543555	04/13/2020	BOOKS / AUDIO BOOKS	100-706-52033	5.51
INGRAM LIBRARY SERVICES	44543556	04/13/2020	BOOKS / AUDIO BOOKS	100-706-52033	21.77
INGRAM LIBRARY SERVICES	44543557	04/13/2020	BOOKS / AUDIO BOOKS	100-706-52033	863.92
INGRAM LIBRARY SERVICES	44543559	04/13/2020	BOOKS / AUDIO BOOKS	100-706-52033	5.29
COMMUNICATIONS NORTHW...	69491	04/13/2020	RADIO	100-705-52021	1,193.92
BIO-MED TESTING SERVICES I...	77123	04/13/2020	PRE EMPLOYMENT TEST DAVI...	100-702-52019	90.00
SHRED-IT C/O STERICYCLE INC	8129520876	04/13/2020	CITY HALL SHRED SERVICE	100-715-52019	91.90
ADVENTISIT HEALTH OCCUPAT...	85711	04/13/2020	AUDIO VAN SET UP / AUDIOG...	100-705-52019	782.50
BEMIS	9140	04/13/2020	TRAFFIC ACCIDENT EXCHANGE...	100-705-52001	56.50
MACKENZIE SOLTERO	INV0000308	04/13/2020	COACH REFUND	100-704-52019	79.00
MELISSA MOOAR	INV0000309	04/13/2020	SHARP PROGRAM REFUND CO...	100-709-52019	135.00
SARAH JOHNSON	INV0000310	04/13/2020	SHARP PROGRAM REFUND AN...	100-709-52019	136.74
ASHLEY BAYLOR	INV0000311	04/13/2020	MIDDLE SCHOOL AFTER SCHO...	100-709-52019	45.00
STACY PIEPER	INV0000312	04/13/2020	MIDDLE SCHOOL PROGRAM	100-709-52019	45.00
RICK SCHOLL	INV0000313	04/13/2020	MILEAGE REIMBURSEMENT	100-706-52018	100.51
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	1026	100-705-52023	127.50
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	1554	100-706-52003	59.80
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	4562	100-708-52023	220.76
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	7598	100-708-52023	467.74
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	8716	100-708-52023	125.01
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	7636	100-708-52023	180.79
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	3955	100-708-52023	82.27
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	5643	100-708-52023	82.27
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	7056	100-709-52023	96.59
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	7601	100-715-52023	355.52
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	7539	100-715-52023	113.39
ST. HELENS AUTO BODY	INV0000328	04/13/2020	DEDUCTIBLE POLICE	100-705-52021	500.00
DEPARTMENT OF TRANSPORT...	L0010980637	04/13/2020	DMV SERVICES	100-705-52019	34.50
Keenan, Jennifer Lynn	INV0000329	04/15/2020	Keenan, Jennifer Lynn	100-000-21400	25.00
Smith, Casey Jackson	INV0000330	04/15/2020	Smith, Casey Jackson	100-000-21400	2,800.00
LAWRENCE OIL COMPANY	019001-2009101	04/16/2020	247749	100-715-52022	18.84
DAHLGREN'S DO IT BEST BUIL...	03252020	04/16/2020	ACCOUNT 10026	100-705-52001	16.78
DAHLGREN'S DO IT BEST BUIL...	03252020	04/16/2020	MATERIALS ACCT 10026	100-708-52001	118.99
ERSKINE LAW PRECTICE LLC	042020	04/16/2020	4/2-4/15	100-705-52019	1,780.00
THE LAW OFFICES OF JOSEPH D..	1231	04/16/2020	DANIEL HERING	100-704-52019	125.00
STAPLES BUSINESS CREDIT	1628442685	04/16/2020	OFFICE SUPPLIES	100-715-52004	956.14
ORKIN	195484580	04/16/2020	1810 OLD PORTLAND RD PEST ...	100-709-52023	125.00
PACIFIC STAINLESS PRODUCTS ...	31038TR-IN	04/16/2020	ALUMINUM FORMED ANGEL	100-708-52001	245.00
INGRAM LIBRARY SERVICES	44466054	04/16/2020	BOOKS / AUDIO BOOKS	100-706-52033	7.77

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## Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INGRAM LIBRARY SERVICES	44466054	04/16/2020	BOOKS	100-706-52033	-262.91
TROTTER & MORTON FACILITY ..	76886	04/16/2020	G10115 LIBRARY HVAC	100-706-52023	2,048.85
ESRI	93810322	04/16/2020	ARCGIS DESKTOP BASIC SINGLE..	100-710-52006	700.00
MIDWEST TAPE	97982394	04/16/2020	DVD / ABD 2000010011	100-706-52034	12.74
MIDWEST TAPE	97982395	04/16/2020	DVD / ABD 2000010011	100-706-52035	36.74
MIDWEST TAPE	98756531	04/16/2020	DVD / ABD 2000010011	100-706-52035	79.98
MIDWEST TAPE	98756533	04/16/2020	DVD / ABD 2000010011	100-706-52034	52.48
PETTY CASH - JAMIE EDWARDS	DEC-APRIL	04/16/2020	PETTY CASH REIMB.	100-703-52024	11.59
PETTY CASH - JAMIE EDWARDS	DEC-APRIL	04/16/2020	PETTY CASH REIMB.	100-703-52024	1.49
METRO PRESORT	IN621894	04/16/2020	UB BILL PRINTING	100-707-52008	3,152.08
METRO PRESORT	IN622186	04/16/2020	SERVICES PORTAL ADMIN	100-707-52008	50.00
MICHELLE KALIMAN	INV0000332	04/16/2020	CREDIT SHARP MARCH CLOSU...	100-709-52019	96.74
PORTLAND GENERAL ELECTRIC	INV0000335	04/16/2020	0153585940	100-709-52003	361.86
SECURE PACIFIC CORPORTATI...	INV0000337	04/16/2020	150 S 13TH ST	100-705-52023	94.35
SECURE PACIFIC CORPORTATI...	INV0000337	04/16/2020	375 S 18TH SERVICE	100-706-52023	95.00
SECURE PACIFIC CORPORTATI...	INV0000337	04/16/2020	375 S 18TH ST	100-706-52023	125.85
SECURE PACIFIC CORPORTATI...	INV0000337	04/16/2020	475 S 18TH	100-708-52023	103.65
TVW INC	INV0000338	04/16/2020	POLICE	100-705-52023	810.38
TVW INC	INV0000338	04/16/2020	COL CENTER	100-706-52023	1,521.19
TVW INC	INV0000338	04/16/2020	REC CENTER	100-709-52023	123.19
TVW INC	INV0000338	04/16/2020	CITY HALL	100-715-52023	1,767.78
BRIDGES TO LEARNING PATRI...	INV0000339	04/16/2020	REC CLASS CANDLE MAKING	100-709-52019	72.00
KIMBERLY LEE	INV0000342	04/16/2020	CREDIT FOR SHARP MARCH CL...	100-709-52019	96.74
CIS	STH-GASB75-2018-FINAL	04/16/2020	2018 GASB 75 VALUATION	100-707-52019	2,683.75
<b>Fund 100 - GENERAL FUND Total:</b>					<b>28,248.55</b>

**Fund: 202 - COMMUNITY DEVELOPMENT**

ALTA PLANNING + DESIGN INC	00-2019-089-5	04/13/2020	ST. HELENS BUILD GRANT ASSI...	202-723-52019	10,000.00
BOISE WHITE PAPER LLC	04152020	04/13/2020	NOTE PAYEMNT	202-722-55001	12,500.00
PORTLAND GENERAL ELECTRIC	INV0000333	04/16/2020	7357701000	202-722-52003	35.09
PORTLAND GENERAL ELECTRIC	INV0000334	04/16/2020	1650931000	202-722-52003	29.29
PORTLAND GENERAL ELECTRIC	INV0000341	04/16/2020	4854421000	202-722-52003	41.68
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>22,606.06</b>

**Fund: 203 - COMMUNITY ENHANCEMENT**

TIM PARDUE	INV0000331	04/16/2020	REIMB UKULELE LEADER FILES...	203-706-52092	104.74
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>104.74</b>

**Fund: 205 - STREETS**

OREGON DEPT. OF STATE LAN...	22635	04/13/2020	WATERWAY LEASE FEE APP00...	205-000-52060	431.24
OREGON DEPT. OF STATE LAN...	22636	04/13/2020	WATERWAY LEASE FEE FLAT R...	205-000-52060	949.45
DAHLGREN'S DO IT BEST BUIL...	03252020	04/16/2020	MATERIALS ACCT 10026	205-000-52001	104.11
<b>Fund 205 - STREETS Total:</b>					<b>1,484.80</b>

**Fund: 601 - WATER**

ONE CALL CONCEPTS INC	0030487	04/13/2020	REGULAR / MODEM DELIVERY ...	601-731-52019	43.08
HACH	11905830	04/13/2020	REAGENT SET CHLORINE FREE ...	601-731-52001	74.56
HACH	11905830	04/13/2020	REAGENT SET CHLORINE FREE ...	601-732-52023	138.47
LAWRENCE OIL COMPANY	019001-2009101	04/16/2020	247752	601-732-52022	42.63
DAHLGREN'S DO IT BEST BUIL...	03252020	04/16/2020	MATERIALS ACCT 10026	601-731-52001	4.16
NORTHSTAR CHEMICAL	166876	04/16/2020	SODIUM HYPOCHLORITE 12.5%	601-732-52083	504.10
ADVANCED ELECTRICAL	211007	04/16/2020	1215 4TH ST WORK	601-731-52019	688.47
ADVANCED ELECTRICAL	211057	04/16/2020	1215 4 THS T WORK	601-731-52019	954.00
EAGLE STAR ROCK PRODUCTS ...	37568	04/16/2020	7TH ST ROCK	601-731-52001	138.18
EAGLE STAR ROCK PRODUCTS ...	37702	04/16/2020	N 7TH ROCK	601-731-52001	94.81
EAGLE STAR ROCK PRODUCTS ...	37713	04/16/2020	7TH ST ROCK	601-731-52001	178.40
H.D FOWLER COMPANY	I5409670	04/16/2020	METER GASKET	601-731-52001	158.00
SECURE PACIFIC CORPORTATI...	INV0000337	04/16/2020	1215 4TH PL	601-732-52023	157.20
CORE & MAIN	L967474	04/16/2020	MATERIALS	601-731-52001	392.90
<b>Fund 601 - WATER Total:</b>					<b>3,568.96</b>

**Fund: 603 - SEWER**

ONE CALL CONCEPTS INC	0030487	04/13/2020	REGULAR / MODEM DELIVERY ...	603-735-52019	43.07
CINTAS	5014862522	04/13/2020	PARKS FIRST AID CABINET SER...	603-736-52001	

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## Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS	5014862522	04/13/2020	PARKS FIRST AID CABINET SER...	603-737-52001	12.65
OREGON ASSOCIATION OF CL...	8193	04/13/2020	2020 MEMBERSHIP DUES	603-736-52019	445.00
OREGON ASSOCIATION OF CL...	8193	04/13/2020	2020 MEMBERSHIP DUES	603-737-52019	445.00
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	8333	603-736-52003	157.16
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	8333	603-737-52003	157.17
DAHLGREN'S DO IT BEST BUIL...	03252020	04/16/2020	MATERIALS ACCT 10026	603-736-52001	89.75
DAHLGREN'S DO IT BEST BUIL...	03252020	04/16/2020	MATERIALS ACCT 10026	603-737-52001	89.75
ADVANCED ELECTRICAL	211005	04/16/2020	ELECTRIC WORK	603-737-52001	557.57
COLUMBIA RIVER PUD	INV0000336	04/16/2020	38633 594 S 9 ST POWER	603-737-52003	9,357.89
SECURE PACIFIC CORPORTATI...	INV0000337	04/16/2020	451 PLYMOUTH ST	603-736-52023	47.10
SECURE PACIFIC CORPORTATI...	INV0000337	04/16/2020	451 PLYMOUTH ST	603-737-52023	47.10
CENTURY LINK	INV0000343	04/16/2020	688	603-736-52010	22.73
CENTURY LINK	INV0000343	04/16/2020	600	603-736-52010	22.73
CENTURY LINK	INV0000343	04/16/2020	654	603-736-52010	22.73
CENTURY LINK	INV0000343	04/16/2020	293	603-736-52010	22.74
CENTURY LINK	INV0000343	04/16/2020	488	603-736-52010	112.74
CENTURY LINK	INV0000343	04/16/2020	688	603-737-52010	22.74
CENTURY LINK	INV0000343	04/16/2020	600	603-737-52010	22.74
CENTURY LINK	INV0000343	04/16/2020	654	603-737-52010	22.74
CENTURY LINK	INV0000343	04/16/2020	293	603-737-52010	22.73
CENTURY LINK	INV0000343	04/16/2020	488	603-737-52010	112.74
<b>Fund 603 - SEWER Total:</b>					<b>11,869.22</b>

**Fund: 605 - STORM**

EAGLE STAR ROCK PRODUCTS ...	37593	04/16/2020	ROCK	605-000-52001	147.53
EAGLE STAR ROCK PRODUCTS ...	37723	04/16/2020	ROCK 7TH ST	605-000-52001	153.61
EAGLE STAR ROCK PRODUCTS ...	37730	04/16/2020	S 10TH ST STORM ROCK	605-000-52001	156.13
EAGLE STAR ROCK PRODUCTS ...	37755	04/16/2020	ROCK 10TH STORM	605-000-52001	296.10
<b>Fund 605 - STORM Total:</b>					<b>753.37</b>

**Fund: 701 - EQUIPMENT**

BOBCAT OF PORTLAND	01-3721	04/13/2020	BOB PIN TOOTH	701-000-52001	102.52
GRANICUS	124627	04/13/2020	MEETING EFFICIENCY SUITE	701-000-52006	4,961.25
COLUMBIA RIVER FIRE AND RE...	20-0102	04/13/2020	SHARED COST JOINT MAINTA...	701-000-52023	3,257.00
SUNSET AUTO PARTS INC - NA...	03312020	04/16/2020	AUTO PARTS ACCT 6355	701-000-52001	55.56
EATONS TIRE AND AUTO REPA...	75130	04/16/2020	ROTATE	701-000-52001	359.76
LES SCHWAB TIRE CENTER	INV0000345	04/16/2020	FLAT REPAIR	701-000-52001	40.02
<b>Fund 701 - EQUIPMENT Total:</b>					<b>8,776.11</b>

**Fund: 702 - INFORMATION SYSTEMS**

CENTERLOGIC INC	58578	04/13/2020	IT SUPPORT	702-000-52019	287.50
CENTERLOGIC INC	58624	04/13/2020	MSP FAAS CSAAS WAAS CRYPT	702-000-52006	5,016.50
CENTERLOGIC INC	58750	04/13/2020	AGREEMENT OFFICE 365	702-000-52006	562.50
CENTERLOGIC INC	58861	04/13/2020	AGREEMENT SECURE BACKUP	702-000-52006	791.00
CENTURY LINK	03252020	04/16/2020	966B	702-000-52010	346.12
COMCAST	04012020	04/16/2020	REC ACCT 8778 10 201 0914924	702-000-52003	168.40
COMCAST	04072020	04/16/2020	PW 8778102010869144	702-000-52003	130.83
VERIZON	INV0000340	04/16/2020	CELL SERVICE ACCT 242060134..	702-000-52010	169.38
CENTURY LINK	INV0000343	04/16/2020	228	702-000-52010	84.34
CENTURY LINK	INV0000343	04/16/2020	798B	702-000-52010	94.96
CENTURY LINK	INV0000343	04/16/2020	162	702-000-52010	79.59
CENTURY LINK	INV0000343	04/16/2020	131	702-000-52010	55.13
CENTURY LINK	INV0000343	04/16/2020	CREDIT	702-000-52010	-271.33
CENTURY LINK	INV0000343	04/16/2020	130	702-000-52010	56.93
CENTURY LINK	INV0000343	04/16/2020	818	702-000-52010	344.32
CENTURY LINK	INV0000343	04/16/2020	796	702-000-52010	42.54
CENTURY LINK	INV0000343	04/16/2020	651	702-000-52010	43.03
CENTURY LINK	INV0000343	04/16/2020	909	702-000-52010	77.60
CENTURY LINK	INV0000343	04/16/2020	967	702-000-52010	119.52
CENTURY LINK	INV0000343	04/16/2020	579	702-000-52010	45.47
CENTURY LINK	INV0000344	04/16/2020	632	702-000-52010	40.48
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>8,284.81</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 703 - PW OPERATIONS</b>					
WILCOX	0486419-IN	04/13/2020	FILL TRACK HOE	703-734-52022	75.52
SAIF COPORTATION	26274	04/13/2020	CERNAC K, SAMPLE S, TEMPLIN..	703-734-51009	2,557.55
U.S BANK EQUIPMENT FINANCE	410909162	04/13/2020	CONTRACT PAYMENT500-052...	703-733-52005	57.90
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	1291	703-734-52023	242.89
HUDSON GARBAGE SERVICE	INV0000326	04/13/2020	7555	703-734-52023	162.18
LAWRENCE OIL COMPANY	019001-2009101	04/16/2020	247750	703-734-52022	31.75
LAWRENCE OIL COMPANY	019001-2009101	04/16/2020	247748	703-734-52022	846.26
DAHLGREN'S DO IT BEST BUIL...	03252020	04/16/2020	MATERIALS ACCT 10026	703-734-52001	8.56
DAHLGREN'S DO IT BEST BUIL...	03252020	04/16/2020	MATERIALS ACCT 10026	703-734-52001	150.20
DAHLGREN'S DO IT BEST BUIL...	03252020	04/16/2020	MATERIALS ACCT 10026	703-734-52001	166.41
EAGLE STAR ROCK PRODUCTS ...	37638	04/16/2020	ROCK SHOP	703-734-52001	442.68
ADVENTISIT HEALTH OCCUPAT...	85710	04/16/2020	AUDIO VAN SERVICES	703-734-52019	957.50
ESRI	93810322	04/16/2020	ARCGIS DESKTOP BASIC SINGLE..	703-733-52026	1,600.00
PETTY CASH - JAMIE EDWARDS	DEC-APRIL	04/16/2020	PETTY CASH REIMB.	703-733-52018	27.23
PETTY CASH - JAMIE EDWARDS	DEC-APRIL	04/16/2020	PETTY CASH - REIMB.	703-733-52018	12.00
PETTY CASH - JAMIE EDWARDS	DEC-APRIL	04/16/2020	PETTY CASH REIMB.	703-733-52018	10.80
PETTY CASH - JAMIE EDWARDS	DEC-APRIL	04/16/2020	PETTY CASH REIMB.	703-734-52023	54.97
SECURE PACIFIC CORPORTATI...	INV0000337	04/16/2020	984 OR ST	703-734-52023	94.14
SOLUTIONS YES	INV234348	04/16/2020	PRINT CHARGES PRINTER	703-733-52005	25.35
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>7,523.89</b>
<b>Fund: 704 - FACILITY MAJOR MAINTNANCE</b>					
DAHLGREN'S DO IT BEST BUIL...	03252020	04/16/2020	MATERIALS ACCT 10026	704-000-53012	1,614.84
DAHLGREN'S DO IT BEST BUIL...	03252020	04/16/2020	MATERIALS ACCT 10026	704-000-53018	765.32
TROTTER & MORTON FACILITY ..	76886	04/16/2020	G10115 LIBRARY HVAC	704-000-52028	1,365.90
<b>Fund 704 - FACILITY MAJOR MAINTNANCE Total:</b>					<b>3,746.06</b>
<b>Grand Total:</b>					<b>96,966.57</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	28,248.55
202 - COMMUNITY DEVELOPMENT	22,606.06
203 - COMMUNITY ENHANCEMENT	104.74
205 - STREETS	1,484.80
601 - WATER	3,568.96
603 - SEWER	11,869.22
605 - STORM	753.37
701 - EQUIPMENT	8,776.11
702 - INFORMATION SYSTEMS	8,284.81
703 - PW OPERATIONS	7,523.89
704 - FACILITY MAJOR MAINTNANCE	3,746.06
<b>Grand Total:</b>	<b>96,966.57</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-21400	Accounts Payable Pending	2,825.00
100-702-52019	Professional Services	129.00
100-703-52024	Miscellaneous	13.08
100-704-52019	Professional Services	269.00
100-705-52001	Operating Supplies	73.28
100-705-52002	Personnel Uniforms Equi...	145.00
100-705-52009	Postage	13.12
100-705-52019	Professional Services	2,597.00
100-705-52021	Equipment Maintenance	1,693.92
100-705-52023	Facility Maintenance	1,032.23
100-705-52024	Miscellaneous	5.00
100-706-52003	Utilities	59.80
100-706-52018	Professional Development	100.51
100-706-52023	Facility Maintenance	3,790.89
100-706-52033	Printed Materials	1,451.30
100-706-52034	Visual Materials	65.22
100-706-52035	Audio Materials	116.72
100-707-52008	Printing	3,202.08
100-707-52019	Professional Services	2,683.75
100-708-52001	Operating Supplies	363.99
100-708-52019	Professional Services	120.00
100-708-52022	Fuel / Oil	898.74
100-708-52023	Facility Maintenance	1,262.49
100-709-52003	Utilities	361.86
100-709-52019	Professional Services	627.22
100-709-52023	Facility Maintenance	344.78
100-710-52006	Computer Maintenance	700.00
100-715-52004	Office Supplies	956.14
100-715-52019	Professional Services	91.90
100-715-52022	Fuel/Oil	18.84
100-715-52023	Facility Maintenance	2,236.69
202-722-52003	Utilities	106.06
202-722-55001	Principal	12,500.00
202-723-52019	Professional Services	10,000.00
203-706-52092	Ukulele Expenses	104.74
205-000-52001	Operating Supplies	104.11
205-000-52060	Lease	1,380.69
601-731-52001	Operating Supplies	1,041.01
601-731-52019	Professional Services	1,685.55
601-732-52022	Fuel / Oil	42.63
601-732-52023	Facility Maintenance	295.67
601-732-52083	Chemicals	504.10
603-735-52019	Professional Services	43.07
603-736-52001	Operating Supplies	102.40

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
603-736-52003	Utilities	157.16
603-736-52010	Telephone	203.67
603-736-52019	Professional Services	445.00
603-736-52023	Facility Maintenance	47.10
603-737-52001	Operating Supplies	659.97
603-737-52003	Utilities	9,515.06
603-737-52010	Telephone	203.69
603-737-52019	Professional Services	445.00
603-737-52023	Facility Maintenance	47.10
605-000-52001	Operating Supplies	753.37
701-000-52001	Operating Supplies	557.86
701-000-52006	Computer Maintenance	4,961.25
701-000-52023	Facility Maintenance	3,257.00
702-000-52003	Utilities	299.23
702-000-52006	Computer Maintenance	6,370.00
702-000-52010	Telephone	1,328.08
702-000-52019	Professional Services	287.50
703-733-52005	Small Equipment	83.25
703-733-52018	Professional Development	50.03
703-733-52026	Equipment Fund Charges	1,600.00
703-734-51009	Workers Comp	2,557.55
703-734-52001	Operating Supplies	767.85
703-734-52019	Professional Services	957.50
703-734-52022	Fuel / Oil	953.53
703-734-52023	Facility Maintenance	554.18
704-000-52028	Projects & Programs	1,365.90
704-000-53012	Capital Outlay - Parks	1,614.84
704-000-53018	Capital Outlay - City Hall	765.32
<b>Grand Total:</b>		<b>96,966.57</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	96,966.57
<b>Grand Total:</b>	<b>96,966.57</b>



St. Helens, OR

# Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
Almer, Taylor James	INV0000327	04/13/2020	Almer, Taylor James	100-000-21400	35.00
COLUMBIA COUNTY TAX COLL...	2019 TAX	04/20/2020	PROPERTY TAX 5N1W34-00-0...	100-708-52047	6,425.17
EASYPERMIT POSTAGE	04122020	04/22/2020	METER REFILL POSTAGE	100-715-52009	1,558.40
ENTERPRISE FM TRUST	2647	04/22/2020	LEASE FOR RANGER BUILDING...	100-711-52026	553.73
INGRAM LIBRARY SERVICES	44543558	04/22/2020	BOOKS / AUDIO BOOKS	100-706-52033	262.91
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	150 S 13TH ST- POLICE	100-705-52003	163.90
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	150 S 13 ST POLICE STATION	100-705-52003	380.49
NW NATURAL GAS	APRIL 2020	04/22/2020	5638	100-705-52003	112.58
NW NATURAL GAS	APRIL 2020	04/22/2020	7673	100-706-52003	447.93
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	375 S 18TH ST COLUMBIA CEN...	100-706-52003	571.41
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	120 WHITE WAY - WALNUT TR...	100-708-52003	25.25
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	475 S 18TH ST	100-708-52003	139.70
NW NATURAL GAS	APRIL 2020	04/22/2020	8563	100-708-52003	16.70
NW NATURAL GAS	APRIL 2020	04/22/2020	3047	100-708-52003	21.26
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	475 S 18TH ST	100-708-52003	93.49
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	475 S 18TH ST- MCCORMICK E...	100-708-52003	29.86
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	265 STRAND ST. - SPLASH PAD...	100-708-52003	26.19
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	475 S 18TH ST - MCCORMICK ...	100-708-52003	75.12
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	299 N 6TH ST - PARKS	100-708-52003	25.25
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	162 MCMICHAEL ST - CAMPBE...	100-708-52003	88.59
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	264 STRAND ST- COL VIEW PA...	100-708-52003	21.68
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	200 N RIVER ST - GREY CLIFFS ...	100-708-52003	61.08
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	48.36
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	264 STRAND ST- PARKS/ GAZE...	100-708-52003	17.77
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	200 N 7TH ST - PARK	100-708-52003	25.56
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	264 STRAND ST- COL VIEW PA...	100-708-52046	21.68
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	265 STRAND ST. - DOCKS	100-708-52046	248.72
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	264 STRAND ST- PARKS/ GAZE...	100-708-52047	17.78
NW NATURAL GAS	APRIL 2020	04/22/2020	0109	100-709-52003	142.66
NW NATURAL GAS	APRIL 2020	04/22/2020	2848	100-715-52003	66.57
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	265 STRAND ST- CITY HALL UP	100-715-52003	149.31
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	265 STRAND ST- CITY HALL MA...	100-715-52003	712.29
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	275 STRAND ST- CITY HALL UB ...	100-715-52003	79.04
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	277 STRAND ST- CITY HALL UB...	100-715-52003	73.66
NW NATURAL GAS	APRIL 2020	04/22/2020	5285	100-715-52003	69.65
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	277 STRAND ST -	100-715-52003	27.28
COLUMBIA COUNTY CLERK	INV0000348	04/22/2020	RECORD ST VACA 3252	100-710-52011	212.00
OREGON DEPARTMENT OF RE...	MARCH 2020	04/22/2020	STATE DUII CONVICTION FEE	100-000-20700	100.00
OREGON DEPARTMENT OF RE...	MARCH 2020	04/22/2020	STATE DUII DIVERSION	100-000-20700	140.00
OREGON DEPARTMENT OF RE...	MARCH 2020	04/22/2020	MISD SURCHARGE	100-000-20700	90.00
OREGON DEPARTMENT OF RE...	MARCH 2020	04/22/2020	STATE VIOLATION	100-000-20800	1,460.50
OREGON DEPARTMENT OF RE...	MARCH 2020	04/22/2020	STATE COURT FACILITY	100-000-20800	12.00
OREGON DEPARTMENT OF RE...	MARCH 2020	04/22/2020	STATE MISD	100-000-20800	441.50
OREGON DEPARTMENT OF RE...	MARCH 2020	04/22/2020	LEMLA	100-000-20800	9.00
OREGON DEPARTMENT OF RE...	MARCH 2020	04/22/2020	STATE	100-000-20800	571.00
COLUMBIA COUNTY TREASUR...	MARCH 2020	04/22/2020	COUNTY ASSESSMENT	100-000-20900	786.87
COLUMBIA COUNTY TREASUR...	MARCH 2020	04/22/2020	JAIL ASSESSMENT	100-000-20900	67.87
COLUMBIA COUNTY TREASUR...	MARCH 2020	04/22/2020	CITY COURT COSTS DEDUCTED	100-000-36002	-85.47
LAWRENCE OIL COMPANY	019001-2010601	04/24/2020	247749	100-715-52022	11.73
ACE HARDWARE - ST. HELENS	03312020	04/24/2020	MATERIALS ACE ACCT 60176 - ...	100-708-52001	192.81
A + ENGRAVING LLC	1137	04/24/2020	PLAQUE BLACK H. BURTON	100-702-52028	45.00
WILBUR-ELLIS COMPANY LLC	13313445	04/24/2020	GRASS SEED AND FERTILIZER ...	100-708-52001	919.40
COLUMBIA NW HEATING INC	14274894	04/24/2020	REME HALO AIR PURIFIER	100-705-52023	950.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SAFEGUARD FIRE EXTINGUISH...	31317	04/24/2020	FIRE EXTINGUISHER SERVICE L...	100-706-52023	27.58
SAFEGUARD FIRE EXTINGUISH...	31317	04/24/2020	FIRE EXTINGUISHER SERVICE P...	100-708-52019	74.86
SAFEGUARD FIRE EXTINGUISH...	31317	04/24/2020	FIRE EXTINGUISHER SERVICE C...	100-715-52023	55.16
INGRAM LIBRARY SERVICES	44790772	04/24/2020	BOOKS / AUDIO BOOKS	100-706-52035	90.11
INGRAM LIBRARY SERVICES	44790773	04/24/2020	BOOKS / AUDIO BOOKS	100-000-21300	14.64
INGRAM LIBRARY SERVICES	44790774	04/24/2020	BOOKS / AUDIO BOOKS	100-706-52033	24.38
INGRAM LIBRARY SERVICES	44790775	04/24/2020	BOOKS / AUDIO BOOKS	100-706-52033	211.78
INGRAM LIBRARY SERVICES	44790776	04/24/2020	BOOKS / AUDIO BOOKS	100-706-52033	19.54
INGRAM LIBRARY SERVICES	44814348	04/24/2020	BOOKS / AUDIO BOOKS	100-706-52033	70.09
INGRAM LIBRARY SERVICES	44814349	04/24/2020	BOOKS / AUDIO BOOKS	100-706-52033	20.03
INGRAM LIBRARY SERVICES	44814350	04/24/2020	BOOKS / AUDIO BOOKS ACCT ...	100-706-52033	27.83
INGRAM LIBRARY SERVICES	44814350	04/24/2020	BOOKS / AUDIO BOOKS	100-706-52033	-14.99
INGRAM LIBRARY SERVICES	44814351	04/24/2020	BOOKS / AUDIO BOOKS	100-706-52035	123.11
INGRAM LIBRARY SERVICES	44814352	04/24/2020	BOOKS / AUDIO BOOKS	100-706-52033	55.21
SHRED-IT C/O STERICYCLE INC	8129523480	04/24/2020	POLICE DEPT SHRED SERVICE	100-705-52019	166.48
CINTAS	8404595346	04/24/2020	PARKS FIRST AID CABINET SER...	100-708-52019	131.81
CINTAS	8404595347	04/24/2020	CITY HALL FIRST AID CABINET ...	100-715-52019	197.12
THATCHER LYMAN	INV0000349	04/24/2020	ST. HELENS BASKETBALL REFE...	100-709-52019	280.00
ACE HARDWARE - ST. HELENS	INV0000353	04/24/2020	MATERIALS ACE ACCT 60174	100-715-52023	13.18
<b>Fund 100 - GENERAL FUND Total:</b>					<b>20,348.15</b>

**Fund: 201 - VISITOR TOURISM**

MASONIC BUILDING LLC	INV0000346	04/20/2020	REIMB NW NATURAL BILLING	201-000-52003	127.47
MASONIC BUILDING LLC	MAY 2020	04/20/2020	LEASE PAYMENT	201-000-52059	3,000.00
NW NATURAL GAS	APRIL 2020	04/22/2020	9614	201-000-52003	17.25
E2C	4390	04/24/2020	PRINT / EQUIPMENT / PROPS/ ...	201-000-52059	2,177.55
E2C	4391	04/24/2020	STAFF PROPS EQUIPMENT	201-000-52059	3,984.71
E2C	4392	04/24/2020	TINA CURRY MONTHY MARKET..	201-000-52019	10,000.00
CITY OF ST. HELENS	INV0000350	04/24/2020	01-00178-001 MASONIC BUILD..	201-000-52003	40.83
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>19,347.81</b>

**Fund: 202 - COMMUNITY DEVELOPMENT**

RADLER WHITE PARKS & ALEX...	23650	04/20/2020	SAND ISLAND MARINE PARK	202-721-52019	400.00
RADLER WHITE PARKS & ALEX...	23651	04/20/2020	ACSP TRANSACTION	202-721-52019	805.00
RADLER WHITE PARKS & ALEX...	23652	04/20/2020	MOORAGE LEASE TO WCP	202-721-52019	1,845.00
MAUL FOSTER ALONGI INC	38524	04/20/2020	GOVERNANCE AND PUBLIC EN...	202-721-52019	1,902.25
MAUL FOSTER ALONGI INC	38524	04/20/2020	COMMUNITY WIDE ASSESSM...	202-721-52050	4,130.90
MAUL FOSTER ALONGI INC	38524	04/20/2020	IGA PHASE 1 LAGOON REPUR...	202-722-52019	18,472.13
BOISE WHITE PAPER LLC	MAY 2020	04/20/2020	NOTE PAYEMNT	202-722-55001	12,500.00
AKS ENGINEERING & FORESTRY	6486-12	04/24/2020	ST. HELENS INDUSTRIAL PARK ...	202-722-52019	11,019.98
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>51,075.26</b>

**Fund: 203 - COMMUNITY ENHANCEMENT**

TIM PARDUE	INV0000347	04/22/2020	REIMB. TO UKULELE LEADER FI...	203-706-52092	104.74
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>104.74</b>

**Fund: 205 - STREETS**

COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	191 N MILTON WAY - SIGNAL	205-000-52003	35.32
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	2198 COLUMBIA BLVD - SIGNAL	205-000-52003	38.75
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	1800 COLUMBIA BLVD - SIGNAL	205-000-52003	105.50
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	42.89
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	191 N MILTON WAY- LANDSC...	205-000-52003	25.56
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	1370 COLUMBIA BLVD.- FOUN...	205-000-52003	37.98
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	715 S COLUMBIA RIVER HWY -...	205-000-52003	67.93
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	265 STRAND ST	205-000-52003	3,770.45
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	58651 COLUMBIA RIVER HWY ...	205-000-52003	26.08
<b>Fund 205 - STREETS Total:</b>					<b>4,150.46</b>

**Fund: 601 - WATER**

COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	35261 PITTSBURG RD- PW WA...	601-731-52003	27.78
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	PUMP AERIE CT	601-731-52003	145.69
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	57500 OLD PORTLAND RD - W...	601-731-52003	71.15
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	58791 COLUMBIA RIVER HWY -..	601-731-52003	33.97
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	1680 1 ST -	601-731-52003	

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	2300 STRAND ST - WELL 2	601-731-52003	1,718.94
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	62420 COLUMBIA RIVER HWY -..	601-731-52003	287.49
NW NATURAL GAS	APRIL 2020	04/22/2020	2942	601-732-52003	1,125.27
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	1215 FOURTH ST - WFF	601-732-52003	4,138.53
LAWRENCE OIL COMPANY	019001-2010601	04/24/2020	247752	601-732-52022	11.79
<b>Fund 601 - WATER Total:</b>					<b>7,661.13</b>

**Fund: 603 - SEWER**

EUROFINS TESTAMEERICA ASL	7800000848	03/03/2020	QUARTERLY BIOASSAY TESTING	603-737-52064	4,057.50
ADVANCED ELECTRICAL	211071	04/20/2020	ELECTRICAL WORK WWTP	603-737-52001	392.00
COMCAST	04092020	04/22/2020	0082	603-736-52003	62.45
COMCAST	04092020	04/22/2020	0082	603-737-52003	62.45
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	37700 CLARK ST - PS 8	603-735-52003	25.64
NW NATURAL GAS	APRIL 2020	04/22/2020	5750	603-736-52003	55.52
NW NATURAL GAS	APRIL 2020	04/22/2020	7720	603-736-52003	7.99
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	451 PLYMOTH ST - WWTP LA...	603-736-52003	1,162.46
NW NATURAL GAS	APRIL 2020	04/22/2020	5750	603-737-52003	55.53
NW NATURAL GAS	APRIL 2020	04/22/2020	7720	603-737-52003	8.00
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	451 PLYMOTH ST - WWTP LA...	603-737-52003	1,162.46
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	240 MADRONA CT	603-738-52003	181.48
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	59500 OLD PORTLAND RD - PS...	603-738-52003	161.36
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	35139 MAPLE ST. - PS 11	603-738-52003	76.10
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	124 S 4 ST - PS 3	603-738-52003	35.71
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	145 N RIVER ST- PS 2	603-738-52003	86.14
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	169 S 4TH ST WATER FLOW M...	603-738-52003	64.24
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	320 S 1ST ST- PS #1	603-738-52003	119.25
COLUMBIA NW HEATING INC	14276577	04/24/2020	REME HALO AIR PURIFIER	603-736-52023	950.00
SAFEGUARD FIRE EXTINGUISH...	31317	04/24/2020	FIRE EXTINGUISHER SERVICE ...	603-736-52023	37.43
SAFEGUARD FIRE EXTINGUISH...	31317	04/24/2020	FIRE EXTINGUISHER SERVICE ...	603-737-52023	37.43
MAILBOXES NORTHWEST	INV0000352	04/24/2020	POSTAGE ALS	603-737-52001	21.01
ACE HARDWARE - ST. HELENS	INV0000354	04/24/2020	MATERIALS ACE ACCT 60180	603-735-52001	156.23
ACE HARDWARE - ST. HELENS	INV0000354	04/24/2020	MATERIALS ACE ACCT 60180	603-736-52001	78.12
ACE HARDWARE - ST. HELENS	INV0000354	04/24/2020	MATERIALS ACE ACCT 60180	603-737-52001	78.11
ACE HARDWARE- SCAPPOOSE	INV0000355	04/24/2020	MATERIALS ACE ACCT 40113	603-735-52001	27.98
<b>Fund 603 - SEWER Total:</b>					<b>9,162.59</b>

**Fund: 605 - STORM**

CASCADE CONCRETE PRODUC...	77002	04/24/2020	BASE	605-000-52001	783.00
<b>Fund 605 - STORM Total:</b>					<b>783.00</b>

**Fund: 701 - EQUIPMENT**

SUPERIOR TIRE SERVICE	6526004	04/20/2020	TIRES	701-000-52001	231.90
PAPE MACHINERY	11973062	04/22/2020	TOOL CHISEL	701-000-52001	783.36
TLC TOWING	131272	04/22/2020	DUMP TRUCK TOWING	701-000-52001	692.50
SUNSET EQUIPMENT	69874	04/22/2020	CHAIN SEMI CHISEL	701-000-52001	73.52
<b>Fund 701 - EQUIPMENT Total:</b>					<b>1,781.28</b>

**Fund: 702 - INFORMATION SYSTEMS**

COMCAST	04122020	04/22/2020	WFF ACCT 8778102040493238	702-000-52003	155.44
COMCAST	04142020	04/22/2020	PARKS COMCAST 8778102010...	702-000-52003	96.04
MORE POWER TECHNOLOGY ...	10181	04/22/2020	FIREBOXT15	702-000-52005	16,360.40
MORE POWER TECHNOLOGY ...	10182	04/22/2020	WIRELESS ACCESS POINT DEVI...	702-000-52005	4,290.00
ARETE ADVISORS LLC	S120200418-001	04/22/2020	ENDPOINT PROTECTION PLAT...	702-000-52006	12,268.80
TYLER TECHNOLOGIES INC	025-286916	04/24/2020	AP CONVERSION	702-000-52006	4,000.00
TYLER TECHNOLOGIES INC	025-288289	04/24/2020	COURT CASE MANAGEMENT	702-000-52006	2,500.00
TYLER TECHNOLOGIES INC	025-291455	04/24/2020	LIC AND MAINT FEES	702-000-52006	5,798.00
TYLER TECHNOLOGIES INC	025-291456	04/24/2020	FIXED ASSETS	702-000-52006	4,466.00
TYLER TECHNOLOGIES INC	025-292919	04/24/2020	FINANCIAL MANAGEMENT	702-000-52006	125.00
TYLER TECHNOLOGIES INC	025-293468	04/24/2020	JAROD HUDDLESTON	702-000-52006	32.50
CENTURY LINK BUSINESS SERV...	1489772764	04/24/2020	ACCT 88035002	702-000-52010	239.21
<b>Fund 702 - INFORMATION SYSTEMS Total:</b>					<b>50,331.39</b>

**Fund: 703 - PW OPERATIONS**

WILCOX	0489494-IN	04/20/2020	FUEL EQUIPMENT FILL	703-734-52022	138
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	1230 DEER ISLAND RD - PW	703-734-52003	49.88
NW NATURAL GAS	APRIL 2020	04/22/2020	8675	703-734-52003	57.28
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	984 OREGON ST	703-734-52003	440.92
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	984 OREGON ST - PW SHOP	703-734-52003	132.29
COLUMBIA RIVER PUD	APRIL 2020	04/22/2020	650 OREGON ST -LEMONT PU...	703-734-52003	270.87
LAWRENCE OIL COMPANY	019001-2010601	04/24/2020	247748	703-734-52022	506.40
LAWRENCE OIL COMPANY	019001-2010601	04/24/2020	247750	703-734-52022	24.43
SAFEGUARD FIRE EXTINGUISH...	31317	04/24/2020	FIRE EXTINGUISHER SERVICE ...	703-734-52019	267.54
TROTTER & MORTON FACILITY ..	76831	04/24/2020	C10245	703-734-52023	239.50
CINTAS	8404595345	04/24/2020	FIRST AID CABINET SERVICE	703-734-52019	122.32
SCAPPOOSE CHIROPRACTIC PC	INV0000351	04/24/2020	DOT PHYSICAL -TIM ILLIAS	703-734-52019	125.00
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>2,304.06</b>
<b>Fund: 704 - FACILITY MAJOR MAINTNANCE</b>					
MACKENZIE	1066782	04/22/2020	ST. HELENS POLICE NEEDS ASS...	704-000-53024	680.10
MACKENZIE	1066904	04/24/2020	CITY HALL RENDERING	704-000-53018	1,557.50
COLUMBIA NW HEATING INC	14276669	04/24/2020	REME HALO AIR PURIFIERS	704-000-53018	1,800.00
COLUMBIA NW HEATING INC	14278210	04/24/2020	REME HALO AIR PURIFIERS	704-000-53018	5,400.00
KNIFE RIVER CORP NW	2279584	04/24/2020	ROCK 5TH ST TRAIL	704-000-53026	1,006.17
ACE HARDWARE - ST. HELENS	INV0000353	04/24/2020	MATERIALS ACE ACCT 60174	704-000-53025	9.28
<b>Fund 704 - FACILITY MAJOR MAINTNANCE Total:</b>					<b>10,453.05</b>
<b>Grand Total:</b>					<b>177,502.92</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	20,348.15
201 - VISITOR TOURISM	19,347.81
202 - COMMUNITY DEVELOPMENT	51,075.26
203 - COMMUNITY ENHANCEMENT	104.74
205 - STREETS	4,150.46
601 - WATER	7,661.13
603 - SEWER	9,162.59
605 - STORM	783.00
701 - EQUIPMENT	1,781.28
702 - INFORMATION SYSTEMS	50,331.39
703 - PW OPERATIONS	2,304.06
704 - FACILITY MAJOR MAINTNANCE	10,453.05
<b>Grand Total:</b>	<b>177,502.92</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-20700	State Surcharge	330.00
100-000-20800	State Assessment	2,494.00
100-000-20900	County Assessment	854.74
100-000-21300	Library Replacement Fines	14.64
100-000-21400	Accounts Payable Pending	35.00
100-000-36002	Fines - Court	-85.47
100-702-52028	Projects & Programs	45.00
100-705-52003	Utilities	656.97
100-705-52019	Professional Services	166.48
100-705-52023	Facility Maintenance	950.00
100-706-52003	Utilities	1,019.34
100-706-52023	Facility Maintenance	27.58
100-706-52033	Printed Materials	676.78
100-706-52035	Audio Materials	213.22
100-708-52001	Operating Supplies	1,112.21
100-708-52003	Utilities	715.86
100-708-52019	Professional Services	206.67
100-708-52046	Dock Services	270.40
100-708-52047	Marine Board	6,442.95
100-709-52003	Utilities	142.66
100-709-52019	Professional Services	280.00
100-710-52011	Public Information	212.00
100-711-52026	Equipment Fund Charges	553.73
100-715-52003	Utilities	1,177.80
100-715-52009	Postage	1,558.40
100-715-52019	Professional Services	197.12
100-715-52022	Fuel/Oil	11.73
100-715-52023	Facility Maintenance	68.34
201-000-52003	Utilities	185.55
201-000-52019	Professional Services	10,000.00
201-000-52059	Events - General	9,162.26
202-721-52019	Professional Services	4,952.25
202-721-52050	Community Wide Assess...	4,130.90
202-722-52019	Professional Services	29,492.11
202-722-55001	Principal	12,500.00
203-706-52092	Ukulele Expenses	104.74
205-000-52003	Utilities	4,150.46
601-731-52003	Utilities	2,385.54
601-732-52003	Utilities	5,263.80
601-732-52022	Fuel / Oil	11.79
603-735-52001	Operating Supplies	184.21
603-735-52003	Utilities	25.64
603-736-52001	Operating Supplies	78.12



**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
603-736-52003	Utilities	1,288.42
603-736-52023	Facility Maintenance	987.43
603-737-52001	Operating Supplies	491.12
603-737-52003	Utilities	1,288.44
603-737-52023	Facility Maintenance	37.43
603-737-52064	Lab Testing	4,057.50
603-738-52003	Utilities	724.28
605-000-52001	Operating Supplies	783.00
701-000-52001	Operating Supplies	1,781.28
702-000-52003	Utilities	251.48
702-000-52005	Small Equipment	20,650.40
702-000-52006	Computer Maintenance	29,190.30
702-000-52010	Telephone	239.21
703-734-52003	Utilities	951.24
703-734-52019	Professional Services	514.86
703-734-52022	Fuel / Oil	598.46
703-734-52023	Facility Maintenance	239.50
704-000-53018	Capital Outlay - City Hall	8,757.50
704-000-53024	Capital Outlay - PD Station	680.10
704-000-53025	Capital Outlay - Sr Center	9.28
704-000-53026	Capital Outlay - 5th Street...	1,006.17
<b>Grand Total:</b>		<b>177,502.92</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	177,502.92
<b>Grand Total:</b>	<b>177,502.92</b>