



CITY COUNCIL WORK SESSION

Wednesday, May 06, 2020

265 Strand Street, St. Helens, OR 97051

www.ci.st-helens.or.us

Welcome!

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

1. **1:00 P.M. - Call Work Session to Order via Zoom - See meeting options below**
2. **Visitor Comments - Limited to five (5) minutes per speaker**
3. **Discussion Topics**
 - 3.A. Deliberate on CCMH Request to Use City Park Restrooms for Homeless
 - 3.B. Request from School District for Waiver of Special Use Permit Fees and Banner Permit Requirement - Mayor Scholl
 - 3.C. Request from DHS in Support of Foster Families in Columbia County
[Foster Parent Appreciation.pdf](#)
 - 3.D. Consider Reappointing Margaret Jeffries to the Columbia Learning Center Board
 - 3.E. Discussion regarding Chase Road Easement - Jacob
[Memo RE Rench Easement Agreement \(04272020\).pdf](#)
 - 3.F. City Planner Report - Jacob
 - 3.G. Review Letter from Best Western regarding Transient Room Fee - John

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

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

[Best Western Request.pdf](#)

3.H. Review MorePower Contract for IT Services - Matt
[More_Power.001637.v1.18.pdf](#)

3.I. Review New Job Description for Accountant - Matt
[Accountant PROPOSED 050620.pdf](#)

4. **Department Reports**

4.A. Administration & Community Development Departments Report
[ADMIN & CD Depts Report.pdf](#)

5. **Council Reports**

6. **Other Business**

7. **Adjourn**

Executive Session -

Following the conclusion of the Council Work Session, an Executive Session is scheduled to take place to discuss:

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

Representatives of the news media, staff, and other persons as approved, shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers.

Zoom Meeting Options -

On your computer, tablet or phone

- <https://zoom.us/j/95918187903>
- *Meeting ID: 959 1818 7903*

Dial by your location

- *+1 253 215 8782*
- *Meeting ID: 959 1818 7903*

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Columbia County Foster Parent Appreciation Day
"BBQ BOX"
May 30th, 2020

"Dinner's On Us"

Greetings to Community Partners & Stakeholders of Columbia County Child Welfare!

May is Foster Parent Appreciation Month. Each year it is our honor to acknowledge the commitment and incredible work that our foster families do every day with the children in our custody. The state of Oregon would not be able to provide safe haven for children and teens from hard places without our dedicated foster parents.

This year, during the time of COVID-19, it is more important than ever that Community Partners, Stakeholders and Individuals come together to visibly show our appreciation and support of our local foster families. Our foster families are on the front lines in a way that no other essential workers are right now. They are caring for our state's most vulnerable children 24/7. Every day they are protecting, nurturing and loving all the children in their homes during this crisis. They have no babysitting, no regular respite, no school, no camps, no in person counseling and no end in sight. Columbia County Foster Families need to know that their community cares about them and appreciates the hard work they are doing. This message of support is more crucial than ever as our community struggles to deal with the challenges of the coronavirus.

"Dinner's On Us" is the theme of this year's no contact event. Every sponsor will be included in a short video message of support delivered to all our foster families. On May 30th your or your organization's personalized video message of encouragement, solidarity and support will reach every certified foster and adoptive family in Columbia County and they will get a much-deserved night off from cooking dinner. A **BBQ Box** full of delicious food, desert and party supplies will be delivered to their doorstep. ***We need your help to pull this off!*** Please consider participating and getting involved in the 2020 **"Dinner's On Us"** no contact foster parent celebration.

Let's show Columbia County Foster Parents how wide the support for them is in the Columbia County Community. We currently have 75 foster homes and we will be feeding 136 adults and 175 children. Your BBQ Box sponsorship will support our local foster families and the local businesses that have always supported our foster parent events in pre-COVID-19 times.

SPONSOR A BBQ BOX for a Foster Home

BBQ BOX

- Full BBQ Dinner; Pulled Pork Sliders, 2 Sides and Cornbread from **Barnfire BBQ**
- Picnic Blanket
- Water Balloons
- Sidewalk Chalk
- Kettle Corn
- Pink Lemonade

- Lawn Toys/Games
- Frisbee
- Stickers
- Glow in the Dark Necklaces and Wands
- Desert

Large BBQ Box: \$100.00

Medium BBQ Box: \$50.00

Small BBQ Box: \$25.00

How many families can you or your organization sponsor?

Let us know, get involved. Show your LOVE for our Columbia County Foster Families. Help us make this no contact party a big success!

Please email Ana Hadar-Ziady ana.j.hadar-ziady@state.or.us to receive instructions on submitting your “Dinner’s On Us” Foster Parent Appreciation Personalized Video Message. Contact Ana at 503-396-0555 with any questions. You can write us a check, please make it out to Ana Hadar-Ziady (DHS has no way to cash checks) or you can Venmo your donations to columbia.county.certification@gmail.com We will provide you with a tax deductible receipt. All donations are tax deductible.

Mail checks to:

**Department of Human Services Child Welfare
500 N. Hwy 30 Ste. 220
St. Helens OR 97058**

Video Message Instructions:

Video must be filmed with your phone in a horizontal position. Please include your personalized message made out to Columbia County foster parents. State your name or the name of your organization. Make it heartfelt, make it silly, make it fun, make it serious, make it count. Show your appreciation. Consider including your family (furry and chosen included) in your video message if you are comfortable doing so. **Please text your completed video to 503-396-0555 no later than 5/15/2020 to get your message included in our video.**

Example:

“Hello from the Hadar-Ziady family. We just want to take a minute to thank you for everything you do as foster parents. We want you to know how much we appreciate you now and especially with all you are doing during COVID-19 to keep foster kids in Columbia County safe, happy, loved and connected to their bio families, case workers, counselors and teachers. We know it is not easy. You got this! Dinner’s on us!”

We are also doing a- social distancing- front porch photo project to be included in the video. If you want to be included, please let me know with your donation. We will be shooting photos of

families from their doorstep from a very safe distance which we will edit into the video. We will also be including social distance photos of any organization's door front that sponsors a box.



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: City Council
FROM: Jacob A. Graichen, AICP, City Planner
RE: Easement agreement for Chase Road access for the City's Millard Road Property
DATE: April, 27, 2020

Instrument No. 2009-2856 (“easement document”) includes utility and access easements for the benefit of the City via Chase Road. The grantor at the time was James and Pam Rensch, and Vera Fix. Today, Pam Rensch has the successor authority for all grantors. Hereinafter, she is referred to as “grantor.”

Section 4.a of the 2009 easement document states that if the City does not “develop” the City property (remember the City owned the north two-thirds of the Millard Road property at the time, but now owns all of it) within 11 years of the effective date of the easement agreement that the grantors can terminate the access easement. Note that this does not impact the utility easement.

The effective date—see page 1—is March 20, 2009. **Thus, the 11 year “expiration” was March 20, 2020.**

At the January 15, 2020 work session, the Council discussed this matter with the grantor present. The grantor verbally agreed to a two-year extension. Following this meeting, I worked with our legal council and the grantor to achieve this in a documentable form. We ended up creating a new easement agreement document since some parties involved in 2009 have changed and some things required to be done (e.g., the Columbia Health District’s sanitary sewer line extension) are completed. Property lines and deeds have changed some too.

The document has been updated and signed by the grantor. Next step is for the Mayor to sign and then the City can record the document on the County deed records.

Note that the effective date on the new document is March 31, 2020. This is at the request of the grantor since this effort has passed the original March 20, 2020 “expiration.” She didn’t want to much “extra” time added to the two years. Technically, this gives us two years and 11 days.

Thus, the new 2 year “expiration” will be March 31, 2022.

Please authorize the Mayor’s signature of the revised document at the regular session. The Mayor signed the 2009 version too.



The end of Chase Road, looking east through the access easement area to the Millard Road property in the background.

The light colored road improvements is within the easement area and was installed sometime in the second half of 2019.

This was installed by the Grantor (not the City).

Attached:

- Aerial photo showing easement area in general
- Instrument No. 2009-2856 (“easement document”)

Note: the updated document for Mayor’s signature is in the regular session packet

**City of St. Helens
Millard Road Property**

Chase Road Easement

April 2020



4N1W-8BC-2600
6.86 Acres

4N1W-8CB-400
16.3 Acres

Easement Inst. No. 2009-2856.

Utility access and private access
with 11 year "expiration."

For update in 2020. New document
to be recorded.

Most significant change is +2 years
to "expiration" for private access.

MAPLE STREET

35110
Maple
Street

CHASE ROAD

35031
Millard
Road

35167
Millard
Road

MILLARD ROAD

S. DIVISION ROAD

2000 Aerial Photo



I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon
certify that the instrument identified herein was recorded in the Clerk
records.

Elizabeth E. Huser - County Clerk

AFTER RECORDING RETURN TO:

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

This space is reserved for recorder's use.

ACCESS AND UTILITY EASEMENT

BETWEEN: James and Pamela Rensch (collectively, "Rensch")
and: City of St. Helens, ("City")
an Oregon municipal corporation
and: Vera Fix ("Fix")
DATED: March 20, 2009 ("Effective Date")

RECITALS

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

B. Fix owns certain real property, located adjacent and to the east of the Rensch Property, described in Exhibit B attached hereto (the "Fix Property"). The Fix 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 Fix Property, described in Exhibit C attached hereto (the "City Property"). The City Property is currently unimproved, but may be developed in the future. The Fix Property, the Rensch Property and the City Property may be referred to herein, collectively or individually, as the "Property" or the "Properties".

COLUMBIA COUNTY TITLE 2009 00 150

D. Rensch, Fix and City may each be referred to herein as a "Party", or collectively as the "Parties". The Parties desire to grant various access and utility easements across their Properties for the benefit of one or more other Parties, on the terms and conditions set forth below.

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.

(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 described and shown in Exhibit D attached hereto (the "Rensch Easement Area") for underground utilities. This easement is granted subject to all existing encumbrances of record.

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

(a) Public Utilities. Fix 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 Fix Property shown in Exhibit E attached hereto (the "Fix Easement Area") for underground utilities. This easement is granted subject to all existing encumbrances of record.

(b) Private Access. Fix hereby grants to City, and its successors and assigns, a fifty foot (50')-wide perpetual, nonexclusive easement over, under and across the Fix 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 Easement over City Property. City hereby grants to the public a ten (10)-foot 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 Easement Area, the

Fix 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 eleven (11) years after the Effective Date, Fix or 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 access easements shall terminate. For purposes of this Agreement, the terms "Develop" or "Development" mean an approved application from an applicable governmental entity which includes construction of infrastructure or other improvements on the Property. The terms "Develop" or "Development" expressly exclude clearing or grading work by Rensch on the Rensch Property to allow or improve access to Chase Road, provided that the type and intensity of the use of the Rensch Property does not change from the use on the Effective Date.

(b) Dedication. Upon Development by City of its Property, Fix and 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.

(c) CHD Facilities. Pursuant to a separate recorded Sanitary Sewer Easement between the Columbia Health District ("CHD") and City, CHD has agreed to construct certain sanitary sewer facilities (the "CHD Facilities") on its property prior to receiving a certificate of occupancy for the hospital facility it also intends to construct on its property. If CHD has not completed the CHD Facilities on or before December 31, 2010, Fix or Rensch may terminate all easements, both public and private, 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 confirming the termination of the private easements, and upon such recording, the City's private easements shall terminate. Also within thirty (30) days following receipt of such request, the City shall initiate the process to vacate the public easements granted in this Agreement. Notwithstanding the foregoing, however, no party may request termination under this Section 4(c) if Development has commenced on any Property.

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, 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, 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 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 the north side of its Easement Area, and ten (10) feet in width along the east side of its Easement Area with respect to the City 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, (i) any defects in the construction of the Improvements and (ii) any construction of the Improvements which was not made in compliance with any Permits or Laws; provided, however, that such defect or noncompliance was discovered within a period of one (1) year following completion of construction. The obligations set forth in this paragraph shall survive any termination of this Agreement.

7. Maintenance.

(a) Roadway. Following completion of construction of roadway Improvements on its Property, such Party shall, at its sole cost and expense, maintain such 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 such Improvements 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, as applicable.

(d) Self-Help. If a Party fails to comply with its maintenance obligations set forth in Section 7(a) 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. If there is any dispute as to whether a default has occurred, such dispute shall be submitted to mediation as set forth in Section 9(b) below.

(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: James E. and Pam Rensch
135024 Maple Street
St Helens, Oregon 97051
Fax: 503-397-3722

To Fax:

Vera Fix
35266 Hazel St.
St. Helens, Or 97051

Fax: None

With a copy to:

Robert P. VanNatta
 VanNatta Petersen
 222 S 1st St
 St Helens OR 97051
 Fax: (503) 397-6582

To City:

Attn: City Administrator
 City of St. Helens
 PO Box 278
 St. Helens OR 97051
 Fax: (503) 397-4016

With a copy to:

E. Andrew Jordan
 Jordan Schrader PC
 Two Centerpointe Dr 6th Fl
 Lake Oswego OR 97035
 Fax: (503) 598-7373

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 11. 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.

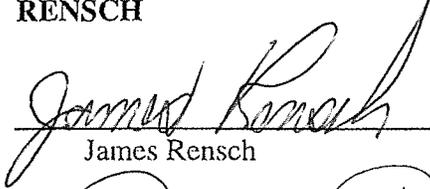
19. Lender Consent. This Agreement shall not be effective until the beneficiaries of any deeds of trust encumbering any Property on the Effective Date have executed and recorded in the real property records of Columbia County, Oregon, a consent and subordination to this Agreement.

20. 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.

[SIGNATURE PAGE FOLLOWS]

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

RENSCH


James Rensch


Pamela Rensch

CITY

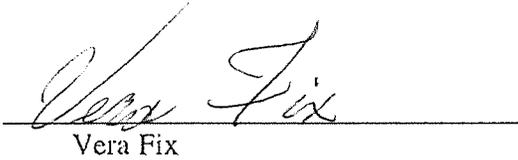
CITY OF ST. HELENS, an Oregon municipal corporation

By: 

Name: RANDY PETERSON

Title: MAYOR

FIX

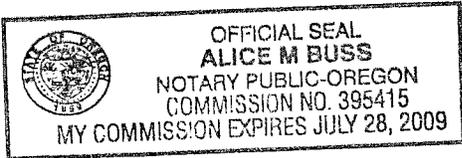

Vera Fix

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

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF OREGON)
County of Columbia) ss.

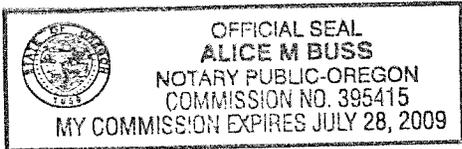
This Access and Utility Easement was acknowledged before me on March 18, 2009, by James Rensch and Pamela Rensch.



Alice M. Buss
NOTARY PUBLIC FOR OREGON
My Commission Expires: July 28, 2009

STATE OF OREGON)
County of Columbia) ss.

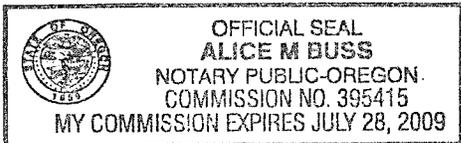
This Access and Utility Easement was acknowledged before me on March 18, 2009, by Vera Fix.



Alice M. Buss
NOTARY PUBLIC FOR OREGON
My Commission Expires: July 28, 2009

STATE OF OREGON)
County of Columbia) ss.

This Access and Utility Easement was acknowledged before me on March 18, 2009, by Randy Peterson as Mayor of the City of St. Helens.



Alice M. Buss
NOTARY PUBLIC FOR OREGON
My Commission Expires: July 28, 2009

EXHIBIT A
(Rensch Property Description)

EXHIBIT A
PAGE 1 OF 1

The following described real property, situated in Columbia County, Oregon:

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 to the true Point of Beginning of the parcel herein described; thence 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 North 39 degrees 48' 30" West along said line and said North line, a distance of 157.70 feet to the Northwest corner of said McCullah tract; thence North 1 degree 33' West along the West line of the International Church of the Foursquare Gospel tract, as described in Deed Book 210 at page 829, a distance of 643.57 feet; thence North 58 degrees 24' East, a distance of 63.19 feet to the center of McNulty Creek; thence down the center of said McNulty Creek North 10 degrees 13' West, a distance of 143.54 feet; thence North 10 degrees 15' West a distance of 118.10 feet; thence North 9 degrees 59' East, a distance of 133.90 feet; thence North 80 degrees 56' East, a distance of 97.70 feet; thence South 76 degrees 56' East, a distance of 19.45 feet to the true point of beginning.

EXHIBIT B

(Fix Property Description)

EXHIBIT B
PAGE 1 OF 1

The following described real property situated in
Columbia County, Oregon to-wit:

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 C
(City Property Description)

ENGINEERING PLANNING
 FORESTRY
 13910 S.W. Galbreath Dr., Suite 100
 Sherwood, Oregon 97140
 Phone: (503) 925-8799
 Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE
 SURVEYING
 Offices Located In:
 SHERWOOD, OREGON
 REDMOND, OREGON
 VANCOUVER, WASHINGTON
 www.aks-eng.com

EXHIBIT C

Legal Description of a Portion of Deed Book 144 Page 313
 Being Transferred to Deed Book 148 Page 94

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 westerly line of Book 148 Page 96 South 09°22'10" East 110.07 feet to a 1/2 inch iron pipe; thence along the southwesterly line of said Book 148 Page 96 South 46°07'00" East 25.20 feet to 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 the northeast 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 Deed North 88°14'26" West 20.03 feet to a point on the east line of Book 144 Page 313 and the True Point of Beginning; thence North 88°14'26" West 505.17 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the west line of said Book 144 Page 313; thence along the west line of said Book 144 Page 313 North 01°33'54" West 945.12 feet to a point; thence along the north line of Book 144 Page 313 South 88°14'26" East 505.42 feet to a point; thence along the east line of Book 144 Page 313 South 01°33'00" East 945.11 feet to the True Point of Beginning.

The above described tract of land contains 10.94 acres, more or less. The Basis of Bearings is per Columbia County Survey Number 4882.

RECEIVED
 AUG 21 2008
 LAND DEVELOPMENT SERVICES

8-20-08
 REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Nick White
 OREGON
 JAN. 8, 2007
 NICK WHITE
 70852LS
 RENEWAL DATE: 6-30-10

EXHIBIT C
 PAGE 1 OF 2

EXHIBIT D
PAGE 1 OF 2

EXHIBIT D

(Rensch Easement Area Description)

The South 50 feet of Parcel 1 (described below):

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 D

St. Names (w/ errors)
CSH UGB
Tax_Lots_(12.4.08)



1 in. = 97.2 feet

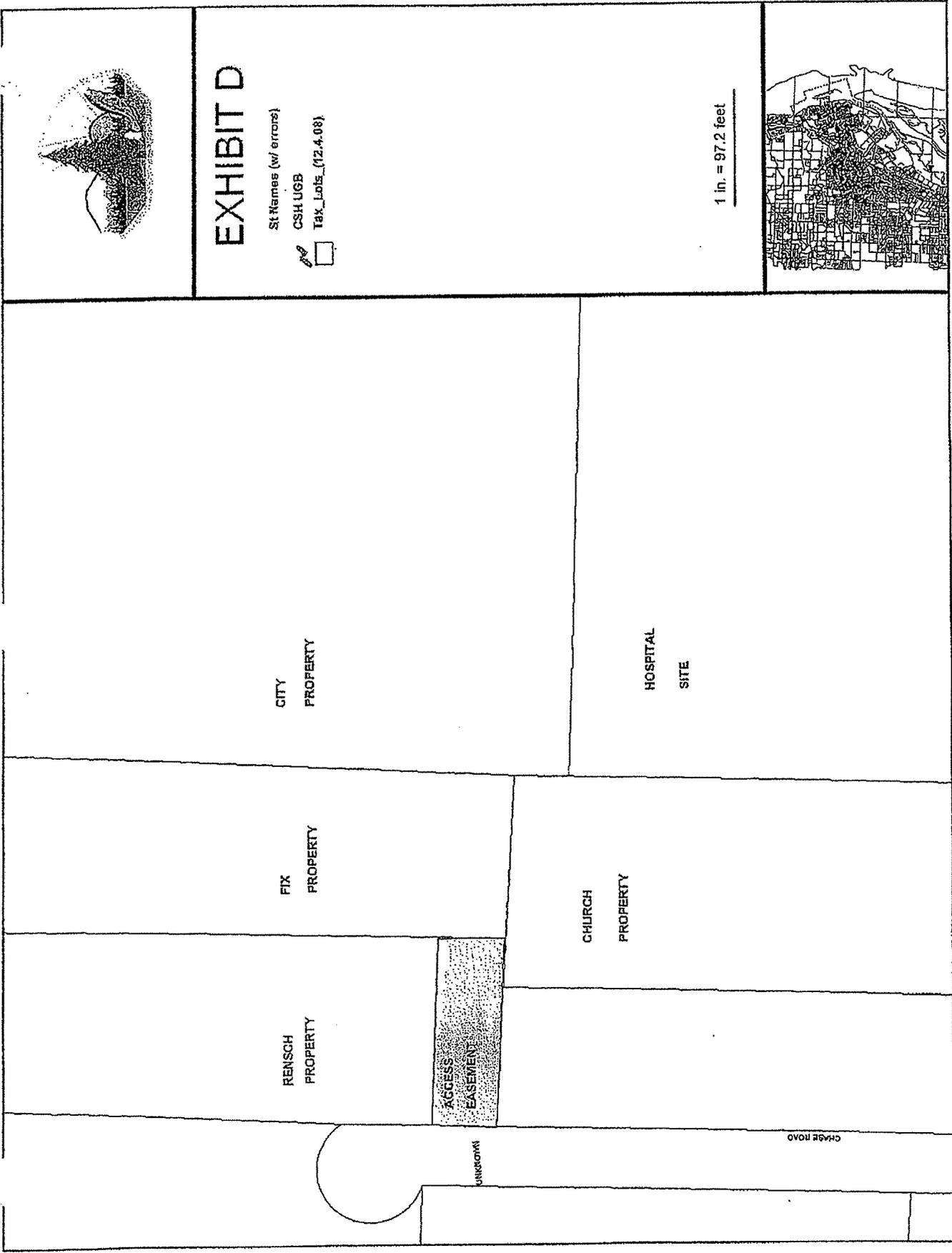
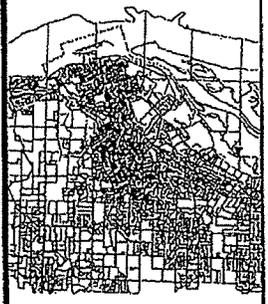


EXHIBIT E
PAGE 1 OF 2

EXHIBIT E

(Fix Easement Area Description)

The South 50 feet of Parcel 1 (described below):

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 to the true Point of Beginning of the parcel herein described; thence 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 North 89 degrees 48' 30" West along said line and said North line, a distance of 157.70 feet to the Northwest corner of said McCullah tract; thence North 1 degree 33' West along the West line of the International Church of the Foursquare Gospel tract, as described in Deed Book 210 at page 829, a distance of 643.57 feet; thence North 58 degrees 24' East, a distance of 63.19 feet to the center of McNulty Creek; thence down the center of said McNulty Creek North 10 degrees 13' West, a distance of 143.54 feet; thence North 10 degrees 15' West a distance of 128.10 feet; thence North 9 degrees 59' East, a distance of 133.90 feet; thence North 80 degrees 56' East, a distance of 97.70 feet; thence South 76 degrees 56' East, a distance of 19.45 feet to the true point of beginning.



EXHIBIT E

St Names (w/ errors)
CSH UGB
Tax_Lots_(12.4.08)



EXHIBIT E
PAGE 2 OF 2

1 in. = 97.2 feet



CITY
PROPERTY

HOSPITAL
SITE

FIX
PROPERTY

ACCESS
EASEMENT

CHURCH
PROPERTY

RENSCH
PROPERTY

UNKNOOWN

CHASE ROAD

EXHIBIT F
PAGE 1 OF 2

EXHIBIT F

(City Easement Area Description)

BEGINNING AT THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN EXHIBIT C OF THIS DOCUMENT, AND PROCEEDING NORTH ALONG THE WEST PROPERTY LINE APPROXIMATELY 96 FEET FOR A WIDTH OF 10 FEET ON THE EAST SIDE OF THE PROPERTY LINE.



EXHIBIT F

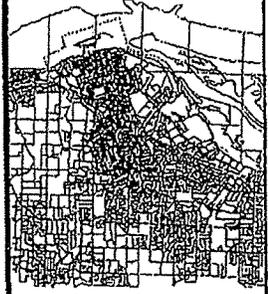
St. Names (w/ errors)

CSH UGB

Tax_Lots_(12,4,08)

EXHIBIT F
PAGE 2 OF 2

1 in. = 97.2 feet



CITY
PROPERTY

SEWER
EASEMENT

HOSPITAL
SITE

FX
PROPERTY

CHURCH
PROPERTY

RENSCH
PROPERTY

SAUKGWIN

CHASE ROAD

EXHIBIT G
(Construction Insurance)

To: Insurance Agent. Please provide Certificates 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 Contractor 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 \$1,000,000 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; premises/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 \$1,000,000 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 if 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 certificates 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 deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT C

EXHIBIT H

(Liability Insurance)

Commercial general liability insurance, with limits, coverages and risks insured reasonably acceptable to the Parties, and in no event less than \$1,000,000 combined single limit coverage, naming the other Parties as additional insureds.



RECEIVED

APR 21 2020

CITY OF ST. HELENS

April 16, 2020

City of St Helens
PO Box 278
St Helens, OR 97051
FEIN: 20-1947593

Dear Tax Authority,

I operate the Best Western Oak Meadows Inn at 585 S Columbia River Highway, St. Helens, OR 97051. Prior to the COVID-19 pandemic, which has had a devastating effect on my hotel, my associates, my family and my community, we employed 21 citizens and taxpayers who you have a duty and responsibility to represent and to ensure their best interests are protected- to include their employment opportunities.

My hotel has always supported this community as a driver of revenue, employment and local business activity. Additionally, regarding taxes, I have always paid them as a responsible businessperson. I recognize the need to support our local commerce, infrastructure and my fellow citizens.

Noting the terrible impact COVID-19 has had on the hospitality industry and my hotel, I am respectfully requesting that you waive the remittance of Hotel Occupancy Room Tax and grant those funds to my hotel for the period Jan 2020 thru the end of the COVID-19 pandemic. Waiving this tax will help ensure the long-term health and sustainability of the area's diverse lodging community. It will allow our hotels to maintain operations, even if at a reduce capacity, that will enable us to employ associates. Their employment is a benefit to the community in that it reduces the number of those seeking unemployment benefits- allowing others to take advantage of a system already stressed by the ever-increasing number of unemployed who are in desperate need of financial assistance. Just as importantly, doing the right thing and waiving this tax during the crisis will allow our associates to continue to work while holding their heads high with dignity as we continue to fight this terrible scourge together.

My hotel wants to do its part in supporting the fight against this terrible virus by continuing to do business in the community. But your hoteliers need your help.

My request is simple, please waive the remittance of Hotel Occupancy Room Tax and grant those funds to my hotel for the period of Jan 2020 to the end of the COVID-19 pandemic. It is the right thing to do for the greater good of our community and those who need your help- your citizens who want to work and support our community.

As a hotelier who wants to be a part of our business community for years to come. I am available if you have any questions at the following telephone number and email address:

Telephone: 503-397-3000

Email Address: oakmeadowsinn@gmail.com

Thank you for considering this humble request. It is the right thing to do for the greater good.

Sincerely,

Anna Uwujije

Oak Meadows Inn

585 S Columbia River Hwy, St Helens, OR 97051 P: (503) 397-3000 F: (503) 397-2782

Reservations: 1 (800) 528-1234 bestwestern.com

Wherever Life Takes You, Best Western Is There.®

Each Best Western® branded hotel is independently owned and operated.



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' 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.

Main: 888.556.8049
Email: cleiker@morepowertech.com
Web: www.morepowertech.com



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
Premium Agreement 2-Year MoreAware Premium Agreement <i>Covers all workstations & servers in the environment:</i> <ul style="list-style-type: none"> • 76 - Workstations • 15 - Servers 	\$8,961.65	\$8,961.65	1	\$8,961.65	\$8,961.65
				Monthly Subtotal:	\$8,961.65
				Subtotal:	\$8,961.65

Monthly Security Subscriptions

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

Monthly Security Subscriptions

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
DarkWeb Monthly subscription to scan for compromised data <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"> • ci.st-helens.or.us • sthelensoregon.gov 	\$30.00	\$30.00	2	\$60.00	\$60.00
AuthAnvil-Premium Monthly subscription for advanced authentication security <i>Includes: multi-factor authentication, single sign on and password management</i>	\$3.00	\$3.00	1	\$3.00	\$3.00
KDA Secure Remote Access <i>Monthly Subscription for Darin Cox (per user/device)</i>	\$0.00	\$0.00	91	\$0.00	\$0.00
				Subtotal:	\$1,490.00
				Subtotal:	\$1,490.00

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:	\$10,451.65

Expenses Summary

Description	Amount
Monthly Security Subscriptions	\$1,490.00
Total:	\$1,490.00

Monthly Expenses Summary

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

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

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.
- 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: _____



Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

Subject: **Administration & Community Development Dept. Report**

Date: May 6, 2020

Planning Division Report attached.

Business Licenses Report attached.

Suggestion Box Report attached.

CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



To: City Council
From: Jacob A. Graichen, AICP, City Planner
cc: Planning Commission

Date: 04.27.2020

This report does not indicate all *current planning* activities over the past report period. These are tasks, processing and administration of the Development Code which are a weekly if not daily responsibility. The Planning Commission agenda, available on the City's website, is a good indicator of *current planning* activities. The number of building permits issued is another good indicator as many require Development Code review prior to Building Official review.

PLANNING ADMINISTRATION—PREAPPLICATIONS MEETINGS

Conducted a pre-application meeting for a potential expansion of Rainshadow Labs at 200 and 200 Port Avenue. This is a Port of Columbia County project for their tenant Rainshadow Labs.

PLANNING ADMINISTRATION—MISC.

The proposed 238 unit apartment complex along Gable Road by Columbia River Highway the Planning Commission approved (via Conditional Use Permit) last September is seeking state funds from Oregon Housing and Community Services (OHCS) for this “affordable housing” project. I needed to sign a form for them for this.

For the first time since March of 2012, I updated the City's political sign sheet. The change wasn't prompted by a change on sign code, rather, updates to things like weblinks and the city no longer having a PO box. **See attached.**

The regional ODOT planner reached out to me (and the County Planning Department) to sign a Land Use Compatibility Statement for the Millard Road and Bennett Road intersection projects. They are in advance stages of plan preparation and construction is anticipated next year. This gave us an opportunity to remind ODOT about our proposed gateway.

Associate Planner Dimsho had been reminding ODOT project managers about this, but there have been many of those on this project. Also, the ODOT planner I spoke to seemed to remember something, but had forgot. Now he is on board and we provided necessary information to help reserve a spot.

Note: future permitting with ODOT will still be required and, due to federal funding, no signage or gateway feature can be shown on the plans. So its absence on any plans is not an indication that ODOT is ignoring this issue.

The ODOT Millard and Bennett Roads project website is located here. It has high-level information on the project: <https://www.oregon.gov/odot/projects/pages/project-details.aspx?project=21459>

The Planning Commission interview committee conducted three interviews for four applicants for a vacancy. One was a no-show. Of the other three, the committee was unanimous one their selection. In addition, the other two are still interested in keeping their name “in the hat” for

consideration at the end of the year, where we have to members terms expiring, both who have served at least two terms.

DEVELOPMENT CODE ENFORCEMENT

We received some concerns about a neighbor on S. 4th Street (by the John Gumm School). Have had some dialogue about potential Variances and such at this point.

PLANNING COMMISSION (& acting HISTORIC LANDMARKS COMMISSION)

April 14, 2020 meeting (outcome): This meeting was cancelled due to the COVID-19 epidemic.

May 12, 2020 meeting (upcoming): Three public hearings have been scheduled: 1) 6 lot subdivision at Columbia Boulevard and N. 6th Street, 2) A Conditional Use Permit to add a storage facility and other minor changes to the approved St. Helens Place Apartments, and 3) Variances for 9 lots of the Emerald Meadows Subdivision to allow a larger lot coverage than normal.

The Commission will also discuss the annual report to the Council and recommendations from the Planning Commission interview committee for a vacant position on the group.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Purchased new licenses for Planning, Engineering and Public Works. This is done annually.

Data updates. In my February report, I mentioned some changes the County made to their taxlot information. When I started doing this in 2007, the only change was instead of getting the data from Joe Flori with the Assessor Department, being able to download the data from the County's website. Until January of this year, it was a matter of joining one table (of 6 in the geodatabase) to the taxlots shapefile. Now there are more than a dozen tables in the geodatabase and we have to join four of them to the taxlots shapefile. The change shouldn't be too much more effort, other than the time spent this month to figure out the changes.

Software updates this month.

Worked with IT folks for the APO data (GIS borne) for the building permit e-permitting effort.

ST. HELENS INDUSTRIAL PARK PARTITION

This is the partition to carve off the ACSP (industrial agriculture business) on the former Boise White Paper site. Our surveyors have set monuments and provided the final plat documents to be executed and recorded. However, on our preliminary plat (based on what the County Assessment maps showed) and the first couple draft versions of the final plat (from AKS Engineering & Forestry) a portion of the railroad right-of-way along the south side of the "ACSP

parcel” showed 100 feet width. On later versions of the final draft, the 100’ wide section was not shown. We didn’t notice this change (wasn’t brought to our attention by AKS nor was it expected) until we got the final version. We asked AKS to look into this; they inquired with ODOT Rail and pulled a chain of title to be sure; the 50’ width is accurate.

This changes things a bit for access purposes. And there are other things still required from the original decision. **See attached.**

MILLARD ROAD PROPERTY

We have finished working out a 2-year extension to the Chase Road easement agreement. Anticipate this for the Council’s May 6th meetings.

ASSOCIATE PLANNER—*In addition to routine tasks, the Associate Planner has been working on:*
See attached.



265 Strand Street
St. Helens, Oregon
97051

SIGNS AND POLITICAL CAMPAIGNS IN THE CITY OF ST. HELENS

Political signs do not require a Sign Permit from the City, but are required to comply with the following standards

- Maximum size: 32 square feet.
- Maximum height: 8 feet.
- Time period allowed: 120 days before a public election or the time the election is called, whichever is earlier, to five days after the public election.
- Must be on private property (**not allowed within a public right-of-way**). Please get consent from the landowner before placing the sign on a property.

In addition to the regulations above, the following is prohibited:

- Illumination of political signs.
- Any political sign within a public right-of-way or on City owned property.
- Any political sign that may be confused with or construed as a traffic control device, or which hides a traffic control device from view.
- Any political sign that will obstruct access to any fire escape or other entrance/exit from a building or exit corridor.
- Any political sign that could impede vehicular or pedestrian traffic on any street, alley, sidewalk, bikeway or similar travel way.
- Any political sign attached to a tree or a plant, a fence or a utility pole.
- Any sign that violates clear vision rules (Chapter 17.76 St. Helens Municipal Code). Basically this means blocking visibility at intersections (including driveways).

Political signs erected contrary to City regulations may be removed by the City with or without notice. Noncompliant signs may also result in violations to be remedied in the St. Helens Municipal Court.

The standards explained above apply to what are typically considered “political signs.” There are many more sign regulations for permanent and temporary signs, but they generally apply to signs intended for other uses. For more information about the City’s sign regulations please contact the City Planning Department or review Chapter 17.88 of the St. Helens Municipal Code online, at City Hall or at the Library.

To contact the City Planning Department call 503-397-6272 or email jacobg@ci.st-helens.or.us. The City’s website is <http://ci.st-helens.or.us>. Also the St. Helens Municipal Code can be reviewed online at <https://www.codepublishing.com/OR/StHelens/>.

This is a guide only and not intended to be a substitute for actual law. Sign content is generally not regulated by the City. The term “political sign” is used here as a common term for explanation purposes only.

April 2020



CITY OF ST. HELENS PLANNING DEPARTMENT

M E M O R A N D U M

TO: John Walsh, City Administrator
FROM: Jacob A. Graichen, AICP, City Planner 
RE: St. Helens Industrial Park Partition for ACSP
DATE: April 13, 2020

We recently received the final plat to be signed and recorded from AKS. There was some question about railroad right-of-way width (we thought it was wider), but AKS looked into it and confirmed it is only 50' as shown on the final plat. Before we sign and provide to the County Surveyor there are some things to be completed first.

A good place to start is the last page of the final plat, which includes a plat notes and restrictions section. This is shown here:

PLAT NOTES & RESTRICTIONS

1. THIS PLAT IS SUBJECT TO THE CONDITIONS IMPOSED BY THE CITY OF ST. HELENS PLANNING DEPARTMENT IN CASE FILE NO. PT.1.18.
2. THIS PLAT IS SUBJECT TO AN AGREEMENT PER INSTRUMENT NUMBER _____, WHICH DEFINES USE AND MAINTENANCE RELATED TO THE EXISTING MILLS PRIVATE WATER, SANITARY SEWER, AND STORM SEWER SYSTEMS.
3. THIS PLAT IS SUBJECT TO PRIVATE UTILITY AGREEMENT PER INSTRUMENT NUMBER _____, FOR THE BENEFIT OF PARCEL 2.
4. THIS PLAT IS SUBJECT TO THE FOLLOWING EASEMENTS, WHICH ARE LOCATED WITHIN PARCEL 1 OF THIS PLAT.
 - AN EASEMENT FOR SLOPES BEYOND RAILROAD RIGHT-OF-WAY LINES PER BOOK 55, PAGE 55, NOT MAPPABLE
 - A 20' WIDE POWER LINE EASEMENT AND/OR RIGHT-OF-WAY PER BOOK 124, PAGE 474.
 - A POWER LINE EASEMENT AND/OR RIGHT-OF-WAY PER BOOK 126, PAGE 162.
 - AN ELECTRICAL SUBSTATION EASEMENT PER BOOK 165, PAGE 905.
 - AN ELECTRICAL SUBSTATION EASEMENT PER INSTRUMENT NUMBER 96-03843, PREVIOUS EASEMENT PER BOOK 165, PAGE 905 IS MERGED INTO THIS EASEMENT.
 - AN AERIAL ELECTRIC LINE AND SUBSTATION SITE EASEMENT PER INSTRUMENT 2013-008857.
 - RESTRICTION, INCLUDING THE TERMS AND PROVISIONS THEREOF PER INSTRUMENT NUMBER 2015-008180.
5. 50.00' PRIVATE ACCESS AND PUE FOR THE BENEFIT PARCEL 2, SUBJECT TO MAINTENANCE AGREEMENT AS RECORDED PER INSTRUMENT NUMBER _____

There are some things required to be recorded with the final plat per the PT.1.18 decision. These are referenced under the plat notes and restrictions. The applicable comments related to the notes above:

2. This is an agreement required for the ACSP parcel's (Parcel 2) use of the Mill's utility facilities because things are so intertwined. This agreement would be recorded with the partition and the instrument number written on the line provided under this note.
3. This agreement is for the ACSP parcel's (Parcel 2) access to the variety of utilities and services that cross the Parent Parcel (Parcel 1). For example, communication and power. The issues are varied locations and the unknown. This is recorded with the final plat with the instrument number written on the plat.
5. This is for the access and utility easement that connects the ACSP Parcel (Parcel 2) to the Kaster Road right-of-way as shown on the final plat. The City's code requires maintenance agreements for shared accesses. As with the others, this is recorded with and notated on the final plat.

In addition, the land partition decision requires that the agreement have amendment provisions to change the location at the City's discretion.

Note that AKS provided a legal description (Exhibit A) and depiction (Exhibit B) of the easement to use as exhibits for the maintenance agreement.

6. **NEW!** There is no number 6, but I recommend an ***access and utility easement for the City along the south side of Parcel 2***. The narrower railroad right-of-way width from what was on the preliminary plat and the earlier drafts of the final plat was not expected. We want to ensure practical access to the area east of Parcel 2.

The existing improved roadway along the RR right-of-way is partially within the RR right-of-way and partially outside of it. There is about 20' to the toe of the South 80 landfill on Parcel 2, thus ***at least*** 20' width is recommended—see area for this easement on the next page. City may want to consider more width for future access needs, but the South 80 landfill starts to be included then.

Technically, there should be a maintenance agreement for this too.

We may need AKS to provide a legal description and depiction of the easement to use as exhibits for this maintenance agreement.

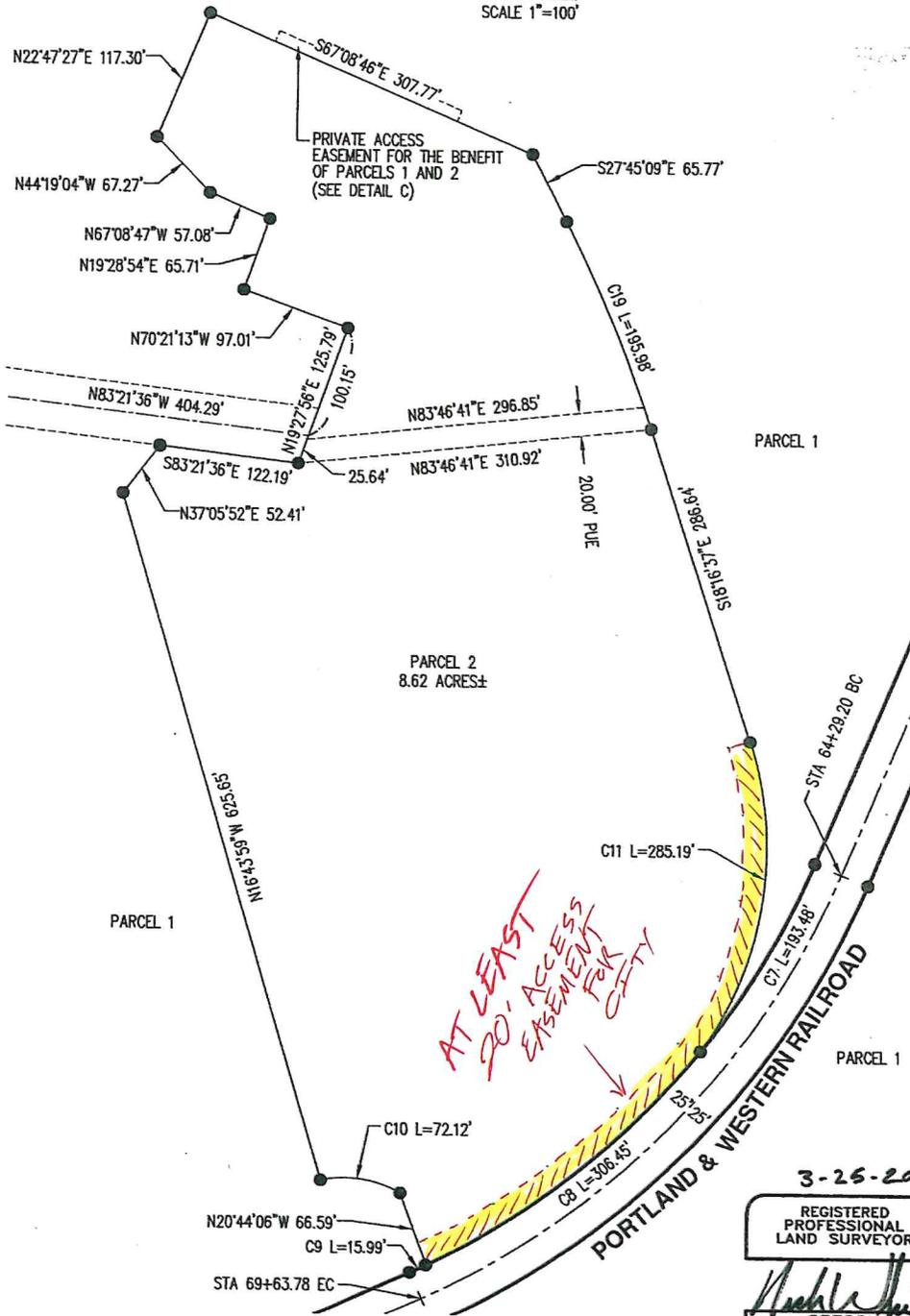
This can be written as note 6 on the plat like the other agreements mentioned above.

SHEET 4 OF 5

ON 9,
RIDIAN,

DETAIL B
SCALE 1"=100'

RD
W 192.85'
N 303.94'
W 15.99'
W 70.57'
N 274.91'
E 195.76'



- PER CS 781
- PER CS 1869
- PER PLAT OF HAWLEY ADDITION
- PER CS 3410
- PER CS 3617
- PER CS 3672
- PER PP NO. 2009-17
- PER CS 5431
- PER CS 282

3-26-20
REGISTERED
PROFESSIONAL
LAND SURVEYOR
Nick White
OREGON
JANUARY 9, 2007
NICK WHITE
70652LS
RENEWES: 6/30/20

JOB NAME: ST HELENS INDUS PK
JOB NUMBER: 6486

AKS ENGINEERING & FORESTRY, LLC
12965 SW HERMAN RD STE 100
TUALATIN, OR 97062



Jacob Graichen

From: Jennifer Dimsho
Sent: Monday, April 27, 2020 10:04 AM
To: Jacob Graichen
Subject: April Planning Department Report

Here are my additions to the April Planning Department Report (COVID-19 edition v.2.0).

GRANTS

1. **DLCD's 2019-2021 Technical Assistance Program** – Grant contract with DLCD authorized to prepare a *Boise White Paper Industrial Site Master Plan* which will include a parcelization framework and an infrastructure finance planning for the former mill site. Scheduled May 18 for a check-in call to review draft plans.
2. **OPRD - Local Government Grant – Campbell Park Improvements** (\$187k) includes replacement of four existing tennis courts and two basketball courts with two tennis flex courts and one flex sport court, adds a picnic viewing area, improves natural stormwater facilities, expands parking, and improves ADA access. Grant deadline is October 2021. Project on hold as we work on two OPRD and BUILD grant applications due in April/May.
3. **Oregon Community Foundation – Nike Impact Fund – 5th Street Trail Project** – Aside from signage, this project has been completed thanks to Public Works and the Columbia River Youth Corps! Once all invoices processed, I will see what funds of the grant remain, and work on getting appropriate signage with the remainder of the funds. Final project report due in June.
4. **Travel Oregon - Medium Grants Program (100k)** – Final project report/reimbursement due in July.
5. **EPA – CWA Grant Program** – Project to be closed out by September 2020. 50 Plaza Square . Follow up South 80 sampling week of 2/24. Report forthcoming. 50 Plaza Square drilling scheduled for April 28. Final project to be completed by September 2020.
6. **CDBG- Columbia Pacific Food Bank Project** – Construction documents complete. Building Permit application submitted week of 3/24. Procurement document to be sent to legal counsel for review in April. Planned bid period is final week of April unless revised because of pandemic.
7. **Certified Local Government – Historic Preservation Grant Program** - Columbia Theater work plan approved through SHPO and met NEPA requirements. Given notice to proceed on new marquee/signage installation planned for week of May 18.
8. **Safe Routes to School - Columbia Blvd. Sidewalk Project** – Engineering contract with David Evans authorized for signature on 2/19. Student transportation pre-construction commute surveying determined not needed by USDOT in light of COVID-19.
9. **UDOT BUILD Grant** – Deadline is May 18. Working with Kittelson & Associates for application materials assistance. Preliminary cost estimates put the project in the 8 million request, with a 2 million match. Worked with Rachael and John to update 15 pages of narrative, budget, site plans, timeline, Cost-Benefit Analysis, and ~20 letters of support.
10. **OPRD - Local Government Grant** – Submitted application for 500k as matching grant to fund the St. Helens Riverwalk Phase I which is approximately 350 feet of cantilevered boardwalk at 10' wide alongside an 8' concrete path, + 80' of concrete path at 12' wide. Project includes landscaping, shoreline restoration and riparian plantings, an overlook feature, interpretive signage, furnishings, guard railing, and lighting. Total project cost is approximately 1.5 million. City to contribute approximately 500k in-kind/cash funding. Application included 4 letters of support, 5 state/federal agency referral reviews, a site plan, narrative, budget and timeline. Presentation to OPRD board forthcoming. Used Alta Planning & Design for site plan design, cross section, and budget assistance. Rachael and John assisted with grant narrative.
11. **OPRD - Land and Water Conservation Fund Grant** – Submitted an identical 500k request for the project listed above. OPRD grant review committee digital presentation due May 1 and GoToMeeting presentation scheduled for May 5 or 6.

MISC

12. I have been settling into limited office hours since the March 19. Generally, I am in the office 2 days a week and teleworking the remaining 3 days a week. We tested a ZOOM PC meeting, and have been making preparations to host 3 digital PC public hearings in May. I have been assisting Christina with the media notification and notice mailing process since going digital with meetings.
13. The Millard Road signalization ODOT project is moving forward with a project schedule. Jacob, Sue, and I have been working on incorporating the entrance sign into their design, or at a minimum, getting the sign materials and a location approved by ODOT/ODOT rail.
14. Working with Tiberius Solutions to update our URA revenue projections by listing potential private investments within the URA boundary. Thanks to Heidi for providing building permit value estimations for a number of these projects.

Thank you,

Jenny Dimsho, AICP
Associate Planner
City of St. Helens
(503) 366-8207
jdimsho@ci.st-helens.or.us

BUSINESS LICENSE REPORT

City Department Approval: 4/6/2020

The following occupational business licenses are being presented for City approval:

Signature: <u><i>J. J. J.</i></u>
Date: <u>4-6-20</u>

RESIDENT BUSINESS – RENEWAL 2020

1. Cascade Tissue Group-Oregon	Paper Manufacturing
2. *Cleaning Energy Maids	Residential Cleaning Service
3. Gentle Hands Dog Grooming	Dog Grooming
4. NW Paint Pro's LC	General Contractor
5. Saint Helens Internal Medicine	Internal Medicine
6. The Vanity Room	Salon & Boutique

RESIDENT BUSINESS – NEW 2020

None

NON-RESIDENT BUSINESS - 2020

7. Centerlogic	Computer Consulting
8. Dynamic Drywall of Oregon Inc	Drywall
9. Even Construction Inc	Building Contractor
10. Erskine Law Practice LLC	Law Practice
11. Green Energy Solutions Inc	Insulation Contractors
12. Happy Hollow Construction	General Contractor
13. Indigo Construction LLC	Drywall Installation
14. Inexpensive Tree Care	Tree Service
15. Legacy Framing	Framing
16. PDX Plumbing Specialist & General Contractor	Contractor Plumbing General
17. P.M.L Enterprises	Odor Purging System
18. PKNW Construction LLC	General Contractor
19. Rick Boyer Drywall	Drywall Construction
20. Sanitech LLC	Sewer Water Install/Repair
21. TCS Northwest LLC	Construction General
22. Temp-A-Cure Inc	HVAC
23. Truscapes	Landscape Contractor

RENTALS - 2020

1. Lorin Fielding	Apartment Rentals
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MISCELLANEOUS - 2020

*Denotes In-Home Business

Suggestion Boxes

Library

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
1/9/20	The Library is doing a fantastic job. I appreciate being able to use the computers and have access to the magazine swap. It is a great place to be able to pick up information about resources (flyers, brochures). The staff is outstanding, helpful, and friendly. I enjoy the speakers they bring in to discuss various topics. It is also a place to meet new friends. Sometimes I see the same folks often and can meet them on a more personal level. Keep up the good work and thank you!	None	None	Cynthia Dailey-Hewkin	Great	4/15/20	Margaret Jeffries	N/A	4/15/20
2/6/20	Gretchen - Very helpful. Helped me to sign up and find the books I was looking for.	None	None	Linda Sterling	Great	4/15/20	Margaret Jeffries	N/A	4/15/20

City Hall – 1st Floor Lobby/2nd Floor Lobby /Municipal Court Lobby/ Water Department Lobby/ Council Chambers Lobby

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
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None received.