



CITY COUNCIL REGULAR SESSION

Wednesday, June 17, 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. **7:00 P.M. - Call Regular Session to Order**
2. **Pledge of Allegiance**
3. **Visitor Comments - Limited to five (5) minutes per speaker**
4. **Deliberations - Appeals of Variances for Certain Lots in Emerald Meadows Subdivision**
5. **Deliberations - Street Vacation for Portions of River Street Right-of-Way**
6. **Ordinances - First Reading**
 - 6.a. Ordinance No. 3254: An Ordinance Granting to Fatbeam, LLC the Right to Construct, Operate, and Maintain Telecommunication Services in the City of St. Helens, Oregon
[06A. Ord No 3254 - Franchise with Fatbeam LLC PENDING 071520.pdf](#)
7. **Resolutions**
 - 7.a. Resolution No. 1890: A Resolution Authorizing an Extension to an Interfund Loan in the Amount of \$50,000 between the General Fund and Tourism Fund for Fiscal Year 2019-20
[07A. Res No 1890 - Tourism 50k Loan Extension PENDING 061720.pdf](#)
 - 7.b. Resolution No. 1891: A Resolution Authorizing a Transfer of Appropriations within a Fund for Fiscal Year 2019-2020

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.

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

[07B. Res No 1891 - Transfer Appropriations FY19-20 PENDING 061720.pdf](#)

- 7.c. Resolution No. 1892: A Transfer Resolution to Change Appropriations for Fiscal Year 2019-20

[07C. Res No 1892 - Transfer Appropriations FY19-20 PENDING 061720.pdf](#)

- 7.d. Resolution No. 1893: A Resolution to Adopt a New City of St. Helens Personnel Policies and Procedures Handbook, Superseding Resolution No. 1420

[07D. Res No 1893 - Adopt New Personnel Policies & Procedures PENDING 061720.pdf](#)

8. Approve and/or Authorize for Signature

- 8.a. Amendment No. 10 to IGA with Columbia County for Community Corrections Work Crews

[08A. Columbia County - Community Corrections Work Crews.pdf](#)

- 8.b. Extension of Agreement with Mackenzie Engineering, LLC for New Police Station Consulting

[08B. Mackenzie Engineering PSA Extension to 062021.pdf](#)

- 8.c. Extension of Agreement with Shannon Kmetc for Pro Tem Judicial Services

[08C. Shannon Kmetc PSA Extension to 063021.pdf](#)

- 8.d. Extension of Agreement with World Wide-ATM LLC for ATM in Front of City Hall Annex

[08D. World-Wide ATM - Concession Agr Extension No 7.pdf](#)

- 8.e. Extension of Agreement with Mark Comfort for Clean-up of Various Properties in the City

[08E. EXTENSION of PSA with Mark Comfort to 063021.pdf](#)

- 8.f. Agreement with Robert Cleland for Pro Tem Prosecution Services

[08F. Contract - ProTem Prosecutor 2020 final edits added.pdf](#)

- 8.g. Agreement with Mason, Bruce & Girard for Forestry Management Services

[08G. Mason, Bruce & Girard PSA - Exp 063022.pdf](#)

- 8.h. Lease with Senior Center, Inc. to Operate the St. Helens Senior Center

[08H. DRAFT Senior Center Lease to Expire 063025.pdf](#)

- 8.i. Agreement with the Port of Columbia County for Industrial Property Marketing Services

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[08I. IGA with Port of Columbia County - Broker Services.pdf](#)

- 8.j. Agreement with TimmiSue Hald for Police Department Administrative Services Assistance

[08J. PSA - TimmiSue Hald - PD Administrative Assistance.pdf](#)

- 8.k. Contract Payments

[08K. 061720 Contract Payments.pdf](#)

- 8.l. Contract with CBM Systems, LLC for Janitorial Services

[MSA - CBM Systems, LLC - Janitorial Services.pdf](#)

- 8.m. Moorage Sublease Agreement with WCP, Inc.

[Sublease Agreement - WCP, Inc..pdf](#)

9. Consent Agenda for Acceptance

- 9.a. Planning Commission Minutes dated May 12, 2020

[09A. 05122020 PC Minutes APPROVED.pdf](#)

- 9.b. Parks & Trails Commission Minutes dated May 11, 2020

[09B. PTC Minutes dated 051120.pdf](#)

10. Consent Agenda for Approval

- 10.a. Council Work Session, Public Hearing, and Regular Session Minutes dated May 20 and June 3, 2020

[10A. 061720 Council Minutes TO BE APPROVED.pdf](#)

- 10.b. Accounts Payable Bill Lists

[10B. Accounts Payable Bill Lists.pdf](#)

- 10.c. Declare Surplus Property – Police Department Unclaimed Property

[10C. Declare Surplus Property - PD Unclaimed Property.pdf](#)

11. Mayor Scholl Reports

12. Council Member Reports

13. Department Reports

14. Other Business

15. Adjourn

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Zoom Meeting Options -

Join Zoom Meeting: <https://zoom.us/j/93835162396>

Meeting ID: 938 3516 2396

Dial by your location: 1 669 900 6833

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City of St. Helens
ORDINANCE NO. 3254

AN ORDINANCE GRANTING TO FATBEAM, LLC THE RIGHT TO
CONSTRUCT, OPERATE, AND MAINTAIN TELECOMMUNICATION
SERVICES IN THE CITY OF ST. HELENS, OREGON

THE CITY OF ST. HELENS ORDAINS AS FOLLOWS:

Section 1. Definitions - as used in this ordinance:

1. "City" means City of St. Helens, Oregon.
2. "Company" means Fatbeam, LLC, the grantee of rights under this Franchise, including its successors or assigns.
3. "Council" means the City Council of the City of St. Helens, Oregon.
4. "Franchise" means this document embodying the agreement of City and Company.
5. "Gross revenues" means any and all revenues derived by Company for the provision of any and all products, services, or charges originating or terminating in St. Helens, Oregon billed to a circuit, switch or address in St. Helens, Oregon, including revenues from dedicated private networks. Gross revenues may be adjusted for the net write-off of uncollectible amounts of such revenues.
6. "Person" means any person, firm, partnership, association, corporation, limited liability company, entity, or organization of any kind.
7. "Right-of-way" means the present and future streets, viaducts, elevated roadways, alleys, public highways and avenues in the City, including the subsurface and air space over or under those areas, including areas held in fee or by easement or dedication.
8. "Telecommunications" means the transmission of information chosen by a person, between or among points specified by the person.
9. "Telecommunications service" means telecommunications service as defined in 47 U.S.C. §153(53).
10. "Telecommunications service providers" means any entity that pays a franchise or permit fee to City for the use of Company's facilities.
11. "Uncollectible accounts of customers" means any Company account, on which Company derives revenue from the sale of goods or services to persons within the corporate limits of the City, towards which Company has made a reasonable, good-faith effort to collect and that Company has written off as Uncollectible for purposes of Company's public accounting.

Section 2. Grant of Non-exclusive Franchise.

1. City grants to Company the right and privilege to construct, install, maintain and operate in, on, and under the present and future City rights of way of the City of St. Helens, conduits, cables and other technical facilities necessary for the purpose of providing Telecommunication services and internet access services. This Ordinance, upon acceptance by Company, constitutes a contract between City and Company. The Franchise does not convey any right, title or interest in the right-of-way, but is a grant to use and occupy the right-of-way for the limited purposes and term stated in this Franchise.
2. The Franchise granted herein is not exclusive, and shall not be construed as any limitation upon the right of the City to grant to other persons or corporations, including itself, rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other Rights-of-Way, by franchise, permit or otherwise.
3. City shall grant similarly situated Telecommunications franchises in a competitively neutral and non-discriminatory manner with respect to the rights, privileges and authorities afforded Franchisee. Any requirement imposed on Franchisee that is determined by a court to not be in compliance with this subparagraph shall be unenforceable against Franchisee to the extent exceeding the terms and conditions upon similarly situated providers.

Section 3. No Limit on City Authority, Compliance with Laws, Rules and Regulations.

At all times during the term of this Franchise, Company shall comply with all applicable laws, rules and regulations of the United States of America, the State of Oregon, and the City of St. Helens including all agencies and subdivisions thereof. All terms and conditions applicable to Telecommunications carriers, contained in the St. Helens Municipal Code or other applicable law, apply to Company even if not recited in this Franchise. Company shall be subject to the lawful exercise of the police power of City and to such generally applicable regulations as City may from time to time hereafter by resolutions or ordinance provide. City will administer this Franchise and exercise its police power on a reasonable, uniform, non-discriminatory basis with respect to other telecommunications franchises.

Section 4. Company Liability, Insurance.

1. Company shall at all times conduct its operations under this Franchise, including installation, construction or maintenance of its facilities, in a safe and workmanlike manner so as not to present a danger to the public or City.
2. Company shall maintain at all times the following insurance.
 - a. Workers compensation insurance for all subject workers and general comprehensive liability insurance with a combined single limit, or the equivalent of \$1,000,000 for each person and \$2,000,000 for each occurrence of bodily injury and \$1,000,000 for property damage.

- b. City, and its elected and appointed officers, agents, and employees shall be added as additional insured with respect to the comprehensive liability insurance policy.
 - c. Upon any cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage, Company shall provide notice to City within thirty (30) days of receiving notice from the insurance company.
 - d. Coverages provided by Company must be underwritten by an insurance company deemed reasonably acceptable by City. City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - e. As evidence of the insurance coverage required by this Franchise, Company shall furnish to City a Certificate of Insurance and additional insured endorsement. A renewal certificate will be sent to City ten (10) days prior to coverage expiration.
3. In the event that City's tort liability limits are raised by the Oregon Legislature during the term of the franchise to exceed the limits described in this section, Company shall obtain and maintain insurance in the amount of City's tort liability limits.

Section 5. Indemnification

1. To the fullest extent permitted by law, Company agrees to defend, indemnify, and hold City, and its respective officers, employees, agents, and representatives harmless from and against any and all damages, losses, and expenses, including reasonable attorney fees and costs of suit or defense, arising out of the actions or failure act, errors, omissions or misconduct of the Company or its affiliates, officers, employees, agents, contractors, or subcontractors, arising from or relating to this Franchise.
2. Company agrees to indemnify City, its officers, employees, agents, and representatives, from and against any claims, costs, and expenses of any kind, whether direct or indirect, pursuant to any state or federal law, statute, regulation, or order, for the removal or remediation of any leaks, spills, contamination, or residues of hazardous substances, directly attributable to Company's facilities. Hazardous substances has the meaning given by ORS 465.200.
3. The obligations imposed by Section 5 shall survive termination or expiration of the Franchise.

Section 6. Performance Bond.

1. Upon the effective date of this Franchise, Company shall furnish proof of the posting of a performance bond running to City, with good and sufficient surety approved by City, in the penal sum of \$10,000, conditioned that Company shall well and truly observe, fulfill, and perform each term and condition of this Franchise. Company shall pay all premiums charged for the bond, and shall keep the bond in full force and effect at all times throughout the term of this Franchise, including, if necessary, the time required for removal of all of Company's Telecommunications system installed in City's right of way. The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without

thirty (30) days prior written notice first being given to City. The bond shall be reviewed and approved as to form by the City Attorney.

2. During the term of this Franchise, Company shall file with City a duplicate copy of the bond along with written evidence of payment of the required premiums. However, in no event shall City exercise its rights against the performance bond under Section 6.1 if a bona fide, good faith dispute exists between City and Company.
3. City may, based upon inflation or other identifiable needs, require the amount of the performance bond and any construction bond that may be required under Section 6.4 below to be increased to an amount recommended by City's insurance carrier after notice to Company.
4. City may require Company to acquire one or more separate performance securities to protect the City's interests when Company constructs facilities. The amount of such security depends on the project's impacts, thus the amount will be determined in connection with the permitting process.

Section 7. Conditions on Right of Way Occupancy.

1. Routing maps and construction plans must be approved by City's Department of Public Works before any work is started. Company must obtain a permit prior to any construction in the right of way, pursuant to St. Helens Municipal Code 12.24 as it may be amended.
2. Company shall construct, install, maintain and operate its fiber optic cable facilities in designated City rights of way to the industry standard and City's satisfaction; and in a manner so as to cause minimum interference with the proper use of the right-of-way and to cause minimum interference with utilities and franchisee and with property owners who adjoin any of the right-of-way. Company's facilities shall be installed consistent with all laws, rules, regulations, and ordinances that apply to such work.
3. In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Company, including any unimproved surface, Company shall, at its own cost and expense and in a manner approved by City, replace and restore all surfaces disturbed to their prior condition to the extent reasonably practicable. If Company fails to make restoration as required, City shall cause the repairs to be made at the expense of Company. All work within City rights of way shall be in accordance with the City of St. Helens' Standards and Specifications in effect at the time.

4. Relocation.

- a. Except as provided below, if the removal or relocation of facilities is caused directly by an identifiable development of property and the removal or relocation of facilities occurs within the area to be developed, or is made for the convenience of a customer, Company may charge the expense of removal or relocation to the developer or customer. If the removal or relocation of facilities is required by the City in the interest of the public, including as a condition of development approval, the City may require Company to remove or relocate its facilities at Company's expense.
 - b. Prior to commencing excavation or construction, Company shall give appropriate notice to the City and to other franchisees, licensees or permittees of City owning or maintaining facilities that may be affected. Company will supply, at no cost to City, any information reasonably requested by the City to coordinate municipal functions with Company's activities and fulfill any municipal obligations under State law. Said information shall include, at a minimum, as-built drawings of Company Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within City. Said information may be requested either in hard copy and/or electronic geographic information service (GIS) format, and shall be provided in the format requested if reasonably possible.
 - c. In the event emergency repairs are necessary, Company may immediately initiate such emergency repairs. Company shall give notice to City's Department of Public Works as soon as practicable after commencement of work and shall apply for all necessary permits no later than the business day next following the discovery of the need for such repairs.
5. Company shall not place its facilities where they will interfere with any existing or planned City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer, water facility, or public improvement. All facilities placed in City rights of way shall be placed as City directs.
6. Company shall, upon receipt of seven (7) days written notice from anyone desiring to move a building or other object according to City ordinances regulating the moving of buildings, arrange to temporarily raise, lower, or otherwise move its facilities to permit the moving of buildings or other objects if the Person wishing to move the building or other object makes a reasonable arrangement to reimburse Company for its expenses in rearranging its facilities. Nothing contained in this section shall preclude City from requiring Company to move its facilities at Company's own expense when public convenience requires the move, as described in Subsection 4 of this section.
7. Use by City. The City may install, maintain, and replace wires and other equipment for municipal purposes on or in any of Company's Existing Structures within the Right-of-Way and may install pipes or conduit, in any openings created by Company, provided that: a) space therein or thereon is reasonably available; b) the City does so in compliance with all applicable state and federal safety rules, including but not limited to the NESC and OSHA regulations; c) the City's excess capacity on such wires and equipment is not leased to, sold to or otherwise used by non-governmental

third parties; and d) the City holds Company entirely harmless from all claims, costs, damages and expenses which arise out of (i) the City's installation, operation, maintenance and repair of such wires, equipment, pipes and conduit and (ii) the presence of the City's wires and equipment on or in Company's Existing Structures, except to the extent such claims, costs, damages or expense is caused by the negligence or willful misconduct of Company. There shall be no charge to the City for such use of Company's Existing Structures or openings, but the City agrees to submit permit requests to Company for engineering purposes and the City shall be responsible to pay for any make-ready and inspections Company must perform in order to provide access to Company's Existing Structures for City wires and equipment in accordance with the NESC. Should any of the City's attachments to Company's Existing Structures violate the NESC, the City shall work with Company to address and correct such violations in an agreed-upon period of time. For purposes of this Franchise, "make-ready" shall mean engineering or construction activities necessary to make a pole, conduit, or other support equipment available for a new attachment, attachment modifications, or additional facilities.

8. **Safety.** Company shall insure that all work performed in the Right-of-Way is performed in a manner that ensures safety of workers and the public. As a minimum, Company shall provide signs, signals, and flaggers as necessary to control traffic.
9. **Use by Others.** Company agrees to make its conduits and ducts available to any other Person which may at the time have authority from the City to construct or maintain conduits or ducts in the Right-of-Way in a written agreement on terms and conditions that are consistent with the OPUC regulations, the NESC and sound engineering practices.
10. **Vacation.** If the City vacates any Right-of-Way, or portion thereof, that Company uses, unless the City specifically reserves to Company the right to continue its installation in the vacated Right-of-Way, or Company secures such right from the third party that will have title to the area in which Company has its Equipment, Company shall remove its Equipment from the Right-of-Way at its own expense. If Company fails to remove its Equipment following ninety (90) days written notice from the City to do so, the City may remove the Equipment at Company's sole expense. Upon receipt of a demand for payment from the City, Company shall promptly reimburse the City for any reasonable costs the City incurred to remove the Equipment.

Section 8. Transfer of Franchise.

1. This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Franchisee, either by act of the Franchisee or by operation of law, without the consent of the City, expressed in writing, such consent not to be unreasonably withheld. If the Franchisee

wishes to transfer this Franchise, the Franchisee shall give City written notice of the proposed transfer, and shall request consent of the transfer by the City.

2. Any transfer of ownership affected without the written consent of the City shall render this Franchise subject to revocation. The City shall have 60 days to act upon any request for approval of a transfer. If the City fails to render a final decision on the request within said 60 days, the request shall be deemed granted unless the Franchisee and the City agree to an extension of time.
3. The Franchisee, upon any transfer, shall within 60 days thereafter file with the City a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.
4. The requirements of this section shall not be deemed to prohibit the use of the Franchisee's property as collateral for security in financing the construction or acquisition of all or part of a Telecommunications System of the Franchisee or any affiliate of the Franchisee. However, the Telecommunications System franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.
5. The requirements of this section shall not be deemed to prohibit sale of tangible assets of the Franchisee in the ordinary conduct of the Franchisee's business without the consent of the City. The requirements of this section shall not be deemed to prohibit, without the consent of the City, a transfer to a transferee whose primary business is Telecommunications System operation and having a majority of its beneficial ownership held by the Franchisee, a parent of the Franchisee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Franchisee.

Section 9. City Rights in Franchise.

1. City shall have the right to supervise all construction or installation of Company's facilities subject to the provisions of this Franchise and make such inspections as it shall find reasonably necessary to ensure compliance with governing laws, rules and regulations.
2. Upon any termination or expiration of this Franchise, all facilities installed or used by Company shall be removed by Company at Company's expense and the property upon which the facilities were used restored by Company to the condition it was in before installation except that City may elect to acquire the facilities for their fair market value as provided by law. Value shall be determined by an appraiser who is mutually acceptable to City and Company. City agrees to provide Company with written notice of its intention to acquire Company's facilities pursuant to this section within 120 days after termination of this Franchise by City, or City's declaration of facilities abandonment by Company, with the closing of any acquisition to occur as soon thereafter as is practicable.

Section 10. Franchise Fee.

1. In consideration for a grant of franchise and in addition to and not in lieu of any generally applicable fee payable to City for an application for a franchise or for any permits required to work on facilities or to work in the right-of-way, Company shall pay to City an amount equal to seven percent (7%) of Gross Revenues. Revenue from point to point or multi-point services is based on the pro-rata share of the revenue from those services.
2. Any amounts owed under Section 10.1 shall be paid to City quarterly, on or before July 20th, October 20th, January 20th, and April 20th of each year for the preceding three (3) month period.
3. Any failure to pay fees owed under Section 10 when due shall be subject to a delinquency charge of five percent (5%) of the unpaid amount. Delinquency charges are due within thirty (30) days of the applicable payment due date. Failure to make full payment and associated delinquency charges within sixty (60) days of the applicable payment date shall constitute a violation of this Franchise. In addition, any overdue amounts, including delinquency charges, shall bear interest as described in Section 10.4 below.
4. Franchise fee payments not received by City on or before the due date shall be assessed interest based on the average prime interest rate set by City's bank on December 31st of the previous year, plus three hundred (300) basis points (3%).
5. Company may, at its option, deduct Uncollectible accounts of customers within the corporate limits of City from Company's gross revenues.
6. With each payment, Company shall at the end of each twelve month period, furnish City with a written statement under oath, executed by an officer of Company, verifying the amount of gross revenues of Company within City for the annual period covered by payment computed on the basis set out in this section.
7. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this Franchise.
8. Upon thirty days' notice and in the event any law or valid rule or regulation applicable to this Franchise limits the Franchise Fee below the amount provided herein, or as subsequently modified, Company agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Company shall pay the higher amount commencing from the date of such repeal or amendment, up to the maximum allowable by law.
9. Except for fees and taxes as provided in subsection 10, below, the Franchise fee includes all compensation for the use of the City's Rights-of-Way. Company may offset against the Franchise fee the amount of any fee or charge paid to the City in connection with the Grantee's use of the Rights-of-Way if the fee or charge is not imposed under a generally applicable ordinance, resolution or statute.
10. Except as otherwise provided by law, and subject to subsection 9, above, nothing in this

Franchise shall be construed to give the Franchisee any credit or exemption from any nondiscriminatory, generally applicable business tax, or other tax including but not limited to ad valorem real or personal property taxes now or hereafter levied upon Franchisee's taxable real or personal property, or against any permit fees or inspection fees required as a condition of construction of any improvements upon Franchisee's real property and imposed under a generally applicable ordinance, resolution or statute

Section 11. Company Records and Reports, Audit

1. To manage the Franchisee's use of Rights-of-Way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, the Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of the Franchisee's Telecommunications System; the amount collected by the Franchisee from users of Telecommunications Service provided by Franchisee via its Telecommunications Network; the character and extent of the Telecommunications Service rendered therefore to them; and any other related financial information required for the exercise of any other lawful right of Franchisee under this Franchise. The City agrees to maintain such information as confidential to the extent permitted by law and that City will use such information only for the purpose of managing its Rights-of-Way, determining compliance with or enforcing the terms of this Franchise, and verifying the adequacy of Franchisee's Fee payments.
2. In addition to all rights granted in this Franchise, City shall have the right to have performed, a formal audit or a professional review of the Franchisee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Franchisee generated through the provision of Telecommunications Services under this Franchise and the accuracy of amounts paid as Franchise Fees to the City by the Franchisee; provided, however, that any audit or review must be commenced not later than 3 years after the date on which Franchise Fees for any period being audited or reviewed were due. The cost of any such audit or review shall be borne by the City except that if the audit establishes that payments tendered to City by Franchisee were less than the amounts due by a differential of five percent (5%) or more, all costs for such audit shall be paid by Franchisee. The City agrees to protect from disclosure to third parties, to the extent allowed by State law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created using information obtained pursuant to the exercise of its rights hereunder.

Section 12. Permit and Inspection Fees. Nothing in this ordinance shall be construed to limit the right of City to inspect all construction or installation work performed pursuant to this Franchise and to require Company to obtain permits and pay reasonable costs incurred by City in connection with the issuance of a permit, making an inspection, or performing any other service for or in connection with Company or its facilities, whether pursuant to this ordinance or any other ordinance or regulation now in effect hereafter adopted by City.

Section 13. Enforcement and Termination of Franchise for Violation.

1. Default. Time is of the essence of this Franchise. The following shall be events of default:

- a. Default in Payments. The failure of Company to pay City when due any amounts required by the Franchise and such failure continues for a period of ten (10) days after the due date.
- b. Default in Other Covenants. The failure of either party to perform any of the terms and conditions required herein to be kept and performed and such failure continues for a period of thirty (30) days after notice and opportunity to cure provided by the party alleging a breach.

2. Remedies.

- a. Termination. Upon the occurrence of an event of default, this Franchise may be terminated by the City Council after providing notice in writing to Company given within thirty (30) days of the date of default. Company shall be granted a reasonable opportunity to be heard by the City Council prior to revocation. In determining whether to revoke the Franchise or pursue a lesser remedy, City Council shall consider the nature, extent, circumstances and gravity of the breach, including whether the breach was intentional, resulted in substantial harm and the history of compliance or noncompliance
- b. In lieu of termination, City may impose a penalty of the sum of \$200 per day for each day the default continues along with any additional damages suffered by City as a result of Company's default. City may not assess penalties under the previous sentence in excess of \$8,000 per year. Damages are not included in the cap.
- c. In addition to the remedies specified above, the parties shall have all remedies available by law, including in contract. Nothing herein limits or restricts City's authority to enforce its municipal code in the exercise of its police powers.

Section 14. Waiver.

1. The City is vested with the power and authority to reasonably regulate, and manage, its Rights-of-Way in a competitively neutral and non-discriminatory manner, and in the public interest. Franchisee shall not be relieved of its obligations to comply with any provision of this Franchise by reason of the failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.
2. No provision of this Franchise will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Company gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the City fails to object within a reasonable time after receipt of such notice (but no less than 60 days), such provision shall be deemed waived.

Section 15. Franchise Term. This Franchise is granted for a term of ten (10) years beginning on the date on which this Franchise ordinance is approved. City agrees to renegotiate in good faith a renewal of this Franchise for a similar term if this Franchise is not in default at its expiration.

this end, on behalf of the City the City Administrator has the initial authority to interpret this Franchise, with the City Council retaining final authority, in its discretion, to interpret this Franchise. Neither party shall be considered the drafter of this Franchise for purposes of application of the rules of construction.

Section 21. Entire Agreement. This Franchise contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Franchise that are not fully expressed herein. To the extent that a provision of this Franchise conflicts with a section of the St. Helens Municipal Code, the Franchise shall take precedence.

APPROVED AND ADOPTED this 15th day of July, 2020 by the following vote:

Ayes:

Nays:

APPROVED: _____
Rick Scholl, Mayor

Attest: _____
Kathy Payne, City Recorder

Approved as to form:

City Attorney

FATBEAM, LLC

CITY OF ST. HELENS, OREGON

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

City of St. Helens
RESOLUTION NO. 1890

A RESOLUTION AUTHORIZING AN EXTENSION TO AN INTERFUND LOAN IN THE
AMOUNT OF \$50,000 BETWEEN THE GENERAL FUND AND TOURISM FUND FOR
FISCAL YEAR 2019-20

WHEREAS, the General Fund may make an interfund loan without charging interest; and

WHEREAS, Resolution No. 1853 was passed on June 19, 2019 for a \$50,000 loan from the General Fund to the Tourism Fund for budgetary and fiscal year transition between events; and

WHEREAS, this loan was given to the Tourism Fund on June 30, 2019 with a payback date of July 1, 2019; and

WHEREAS, it was assumed at this time that the Tourism Fund would have enough revenue from taxes and event revenue to pay this loan back; and

WHEREAS, COVID-19 hit the City of St. Helens Tourism Fund hard financially making the fund unable to fulfill the revenue requirements to repay this this loan.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of City of St. Helens, Oregon, that:

Section 1. The Interfund Loan of Resolution No. 1853 will be extended with this resolution to allow repayment of the \$50,000 on July 1, 2020 to the General Fund without interest charges.

Approved and adopted by the City Council on June 17, 2020, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1891

A RESOLUTION AUTHORIZING A TRANSFER OF APPROPRIATIONS
WITHIN A FUND FOR FISCAL YEAR 2019-2020

WHEREAS, in accordance with ORS 294.456 and 294.463, City of St. Helens, Oregon may transfer appropriations within funds for Fiscal Year 2019-2020 that were authorized by the St. Helens City Council pursuant to Resolution No. 1851; and

WHEREAS, ORS 294.463 allows an appropriation transfer within a fund to be approved by resolution if the proposed changes do not change the total appropriations with the fund and if the transfer from contingency, if applicable, is less than 15% of the total appropriations in the fund.

NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES that the Finance Director is hereby authorized and directed to execute the following changes located in Exhibit A of this resolution to appropriated budget amounts on behalf of the St. Helens City Council.

Approved and adopted by the City Council on June 17, 2020, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

702 - INFORMATION SERVICES	ORIGINAL	NEW
Charges for Services	226,000	206,000
Miscellaneous	-	25,000
Transfers	85,000	215,000
Fund Balance Available	140,000	138,000
TOTAL RESOURCES	451,000	584,000
Personnel Services	131,000	120,000
Materials and Services	290,000	464,000
Contingency	30,000	-
TOTAL EXPENDITURES	451,000	584,000

City of St. Helens
RESOLUTION NO. 1892

A TRANSFER RESOLUTION TO CHANGE APPROPRIATIONS
FOR FISCAL YEAR 2019-20

WHEREAS, it is necessary to change appropriations for funds from changes in operations, revenue, and expenses within each fund noted in Exhibit A; and

WHEREAS, OAR 294.338(3) allows for changing appropriations via resolution.

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

Section 1. The Common Council of the City of St. Helens, Oregon resolves that appropriations in attachment Exhibit A, which by this reference is made part of this resolution shall be permitted to remain in good standing of Oregon Budget Law.

Approved and adopted by the City Council on June 17, 2020, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

RESOLUTION #1892 - Exhibit A

701 - EQUIPMENT	ORIGINAL	NEW
Charges for Services	575,000	770,000
Fund Balance Available	450,080	450,080
TOTAL RESOURCES	1,025,080	1,220,080
Personnel Services	274,000	258,500
Materials and Services	121,500	336,000
Capital Outlay	335,000	170,000
Contingency	294,580	455,580
TOTAL EXPENDITURES	1,025,080	1,220,080

703 - PW OPERATIONS	ORIGINAL	NEW
Charges for Services	3,223,000	3,253,500
Lic/Perm/Fees	30,000	55,000
Miscellaneous	-	23,500
Fund Balance Available	720,000	759,000
TOTAL RESOURCES	3,973,000	4,091,000
Personnel Services	2,864,000	2,652,000
Materials and Services	286,500	298,000
Transfers	820,000	940,000
Contingency	47,124	201,000
TOTAL EXPENDITURES	4,017,624	4,091,000

704 - FACILITY MAINTENANCE	ORIGINAL	NEW
Intergovernmental	-	137,000
Charges for Services	60,000	60,000
Miscellaneous	-	7,000
Fund Balance Available	630,000	434,000
TOTAL RESOURCES	690,000	638,000
Materials and Services	-	9,000
Capital Outlay	345,000	258,000
Contingency	345,000	371,000
TOTAL EXPENDITURES	690,000	638,000

601 - WATER	ORIGINAL	NEW
Charges for Services	3,763,000	3,550,000
Miscellaneous	25,000	17,000
Transfers	221,700	221,000
Fund Balance Available	3,450,000	3,761,000
TOTAL RESOURCES	7,459,700	7,549,000
Personnel Services	969,000	995,000
Materials and Services	1,733,500	1,645,000
Capital Outlay	375,000	300,000
Debt Service	499,000	500,000
Transfers	-	25,000
Contingency	1,883,200	2,084,000
Unappropriated	2,000,000	2,000,000
TOTAL EXPENDITURES	7,459,700	7,549,000

603 - SEWER	ORIGINAL	NEW
Charges for Services	4,086,500	4,502,000
Miscellaneous	13,500	12,000
Transfers	316,050	316,000
Fund Balance Available	2,000,000	2,500,000
TOTAL RESOURCES	6,416,050	7,330,000
Personnel Services	1,230,000	1,230,000
Materials and Services	2,146,000	1,927,000
Capital Outlay	200,000	200,000
Debt Service	578,000	605,000
Transfers	-	30,000
Contingency	1,261,050	2,338,000
Unappropriated	1,000,000	1,000,000
TOTAL EXPENDITURES	6,415,050	7,330,000

605 - STORM	ORIGINAL	NEW
Charges for Services	920,500	1,050,000
Miscellaneous	5,000	5,000
Transfers	117,600	117,000
Fund Balance Available	2,200,000	2,318,000
TOTAL RESOURCES	3,243,100	3,490,000
Personnel Services	475,000	475,000
Materials and Services	726,000	740,000
Capital Outlay	275,000	275,000
Transfers	-	2,000
Contingency	767,100	998,000
Unappropriated	1,000,000	1,000,000
TOTAL EXPENDITURES	3,243,100	3,490,000

201 - TOURISM	ORIGINAL	NEW
Taxes	130,000	130,000
Miscellaneous	245,000	245,000
Transfers	-	-
Fund Balance Available	3,078	3,000
TOTAL RESOURCES	378,078	378,000
Materials and Services	375,000	378,500
Contingency	3,078	-
TOTAL EXPENDITURES	378,078	378,500

202 - COMMUNITY DEVELOPMENT	ORIGINAL	NEW
Miscellaneous	730,000	830,000
Grants	170,000	96,000
Fund Balance Available	776,307	776,000
TOTAL RESOURCES	1,676,307	1,702,000
Personnel Services	19,500	36,000
Materials and Services	823,500	1,366,000
Debt Service	280,000	300,000
Contingency	553,307	-
TOTAL EXPENDITURES	1,676,307	1,702,000

205 - STREET	ORIGINAL	NEW
Intergovernmental	1,000,000	1,000,000
Grants	415,000	415,000
Charges for Services	15,000	25,000
Miscellaneous	16,000	16,000
Transfers	117,600	117,000
Fund Balance Available	1,000,000	736,000
TOTAL RESOURCES	2,563,600	2,309,000
Personnel Services	461,500	461,500
Materials and Services	567,500	547,000
Capital Outlay	440,000	350,000
Debt Service	60,000	60,000
Transfers	-	9,000
Contingency	534,600	381,500
Unappropriated	500,000	500,000
TOTAL EXPENDITURES	2,563,600	2,309,000

100 - GENERAL FUND	ORIGINAL	NEW
Local Taxes	1,920,000	1,920,000
Intergovernmental	648,000	1,358,000
Grants	145,000	145,000
Charges for Services	4,050,000	3,355,000
Licenses, Permits, Fees	579,000	564,000
Fines	275,000	275,000
Miscellaneous	282,000	282,000
Transfers	-	-
Fund Balance Available	2,500,000	2,018,000
TOTAL RESOURCES	10,399,000	9,917,000
Personnel Services	6,031,500	6,049,000
Materials and Services	1,830,500	2,045,500
Transfer	-	80,000
Contingency	1,000,000	205,500
Unappropriated	1,537,000	1,537,000
TOTAL EXPENDITURES	10,399,000	9,917,000

City of St. Helens
RESOLUTION NO. 1893

A RESOLUTION TO ADOPT A NEW CITY OF ST. HELENS
PERSONNEL POLICIES AND PROCEDURES HANDBOOK,
SUPERSEDING RESOLUTION NO. 1420

WHEREAS, the City of St. Helens adopted Personnel Policies and Procedures on March 1, 2006; and

WHEREAS, from time to time the Council deems it necessary to update the Policies and Procedures.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of St. Helens that:

1. Resolution No. 1420 is hereby superseded by this Resolution; and
2. The City of St. Helens Personnel Policies and Procedures Handbook, as set forth in **Exhibit A**, which is attached hereto and by this reference incorporated herein, is adopted in its entirety as the *City of St. Helens Personnel Policies and Procedures Handbook*.
3. The effective date for this Resolution and the attached *Personnel Policies and Procedures Handbook* is July 1, 2020.

Approved and adopted by the City Council on June 17, 2020, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder



Personnel Policies and Procedures Handbook

Adopted by Resolution No. 1893
Effective July 1, 2020

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Welcome!

Welcome to the City of St. Helens! We're glad to have you on our team. At the City, we believe that our employees are our most valuable asset. In fact, we attribute our success as an organization in significant part to our ability to recruit, hire, and maintain a motivated and productive workforce. We hope that during your employment with the City you will be a productive and successful member of our team and do your part to contribute to the community we serve.

This employee handbook describes, in summary, the personnel policies and procedures that govern the employment relationship between the City of St. Helens and its employees, other than those found in collective bargaining agreements. The policies stated in this handbook are subject to change at any time at the sole discretion of the City with or without prior notice. This handbook supersedes any prior handbooks or written policies of the City that are inconsistent with its provisions. It does not, however, substitute for collective bargaining agreement provisions. To the extent that a provision in a valid collective bargaining agreement contradicts or is inconsistent with what is in this handbook, the collective bargaining agreement provision controls.

This handbook does not create a contract of employment between the City of St. Helens and its employees. All employment at the City is "at-will," meaning that either you or the City may terminate this relationship at any time, for any reason, not prohibited by law, with or without notice (unless you are subject to a collective bargaining agreement or written employment contract). No supervisor, department head, or representative of the City other than the City Council has the authority to enter into any agreement with you regarding the terms of your employment that changes our at-will relationship or deviates from the provisions in this handbook, unless the change or deviation is put in writing and signed by the Council (or that is included in a collective bargaining agreement).

You may receive updated information concerning changes in policy from time to time, and those updates should be kept with your copy of the handbook. I recommend reviewing this handbook periodically to be reminded of the City's expectations of its employees. If you have any questions about any of the provisions of this or future policies, please ask your department head, the City Administrator or Human Resources.

We hope that your experience here will be challenging, enjoyable and rewarding, while engaging you in the true meaning of public service.

Sincerely,

John Walsh
City Administrator
City of St. Helens

00I. EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICIES

The following EEO Policies apply to all employees, elected officials, and volunteers. Members of management, elected officials and employees alike are expected to adhere to and enforce the following EEO Policies. Any employee's failure to do so may result in discipline, up to and including termination.

All employees are encouraged to discuss these EEO Policies with their immediate supervisor or the City Administrator at any time if they have questions relating to the issues of harassment, discrimination or bullying.

A. No-Discrimination, No-Retaliation Policy

The City of St. Helens provides equal employment opportunity to all qualified employees and applicants without unlawful regard to race, color, religion, sex, gender identity, pregnancy (including childbirth and related medical conditions), sexual orientation, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other status protected by applicable federal, Oregon, or local law. The City also recognizes an employee's right to engage in protected activity under Oregon and federal law, as discussed in various policies below, and will not retaliate against an employee for engaging in protected activity.

The City's commitment to equal opportunity applies to all aspects of the employment relationship including but not limited to recruitment, hiring, compensation, promotion, demotion, transfer, disciplinary action, layoff, recall, and termination of employment.

B. Statement Regarding Pay Equity

The City supports Oregon's Pay Equity Law and federal and Oregon laws prohibiting discrimination between employees on the basis of a protected class (as defined by Oregon law) in the payment of wages or other compensation for work of comparable character. Employees who believe they are receiving wages or other compensation at a rate less than that at which the City pays wages or other compensation to other employees for work of comparable character are encouraged to discuss the issue with Human Resources.

See also "Statement Regarding Pay Practices" policy, below.

C. No-Harassment Policy

The City of St. Helens prohibits harassment of any kind or sexual assault in the workplace, or harassment or sexual assault outside of the workplace that violates its employees, elected officials, volunteers, and interns' right to work in a harassment-free workplace. Specifically, the City prohibits harassment or conduct related to an individual's race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Each member of management is responsible for creating an atmosphere free of discrimination, harassment, and sexual assault. Further, all employees are responsible for respecting the rights of other employees and to refrain from engaging in conduct prohibited by this policy, regardless of the circumstances, and regardless of whether others participate in the conduct or did not appear to be offended. All employees are encouraged to discuss this policy with their immediate

supervisor, any member of the management team, or with Human Resources, at any time if they have questions relating to the issues of discrimination or harassment.

This policy applies to and prohibits sexual or other forms of harassment that occur during working hours, during City-related or –sponsored trips (such as conferences or work-related travel), and during non-working hours when that off-duty conduct creates an unlawful hostile work environment for any of the City’s employees. ***Such harassment is prohibited whether committed by City employees or by non-employees (including elected officials, members of the community, volunteers, interns, and vendors).***

Sexual Harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (regardless of whether such conduct is “welcome”), when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Some examples of conduct that could give rise to sexual harassment are unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; comments about an individual’s body, sexual prowess, or deficiency; talking about your sex life or asking others questions about theirs; leering or whistling; unwelcome touching or assault; sexually suggestive, insulting, or obscene comments or gestures; displays of sexually suggestive objects or pictures; making derogatory remarks about individuals who are gay, lesbian, bisexual or transgender; or discriminatory treatment based on sex.

This is not a complete list.

Other Forms of Prohibited Harassment

City policy also prohibits harassment against an individual based on the individual’s race, color, religion, sex, pregnancy, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, domestic violence victim status, or any other protected status or activity recognized under Oregon, federal or local law.

Such harassment may include verbal, written or physical conduct that denigrates, makes fun of, or shows hostility towards an individual because of that individual’s protected class or protected activity, and can include:

- Jokes, pictures (including drawings), epithets, or slurs;
- Negative stereotyping;
- Displaying racist symbols anywhere on City property;
- “Teasing” or mimicking the characteristics of someone with a physical or mental disability;
- Criticizing or making fun of another person’s religious beliefs, or “pushing” your religious beliefs on someone who doesn’t have them;

- Threatening, intimidating, or hostile acts that relate to a protected class or protected activity; or
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the protected status.

This is not a complete list. All employees are expected to exercise common sense and refrain from other similar kinds of conduct.

Complaint Procedure

Employees, elected officials, volunteers, or interns who have experienced a sexual assault, any harassment, discrimination in violation of this policy, who have witnessed such behavior, or who have credible information about such behavior occurring, are expected and should bring the matter to the attention of the City Administrator or Human Resources, or a supervisor or member of management as soon as possible. Employees are strongly encouraged to document the information or incident in any written or electronic form, or with a voice mail message (or phone call). An employee who experiences or witnesses harassment is encouraged, but not required, to tell the harasser that the behavior is offensive and unwanted, and that he/she wants it to stop.

Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with the City's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, the City will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

Employees who have been subjected to harassment, sexual assault, or discrimination are encouraged to use the City's complaint-reporting procedure, described above, to ensure a timely, thorough investigation and handling of the situation. Employees may, however, seek redress from the Oregon Bureau of Labor and Industries (BOLI) pursuant to ORS 659A.820 to 659A.865, or in a court under any other available law, whether criminal or civil. Although the City cannot provide employees with legal advice, employees should be aware of the statute of limitations applicable to harassment or discrimination claims under ORS 659A.030, 659A.082 or 659A.121 (five years). Further, before an employee can take any legal action against the City, the employee must provide written notice of the claim within 180 days of the act or omission the employee claims has caused him/her harm. When an employee can prove harm as a result of unlawful harassment or discrimination in an administrative proceeding or in a court, remedies available to the employee include enforcement of a right, imposition of a penalty, or issuance of an order to the employee's employer (in limited circumstances).

Protection Against Retaliation

The City prohibits retaliation in any way against an employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) sexual assault, harassing or discriminatory conduct, or has participated in an investigation of such conduct.

Employees who believe they have been retaliated against in violation of this policy should immediately report it to the City Administrator or Human Resources or any supervisor or member of management. Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employment.

See also the No-Discrimination, No-Retaliation Policy, above, and the Reporting Improper and Unlawful Activity Policy, below.

Other Resources Available to Employees

The City provides an Employee Assistance Program (EAP) through a third party vendor to employees and dependents who are enrolled in the City's medical coverage. Employees will have access to confidential help 24 hours a day, seven days a week. The EAP program provides confidential counseling services and educational tools such as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, and others.

The City cannot provide legal resources to its employees or referrals to specific attorneys. Employees may contact the Oregon State Bar for more information:
<https://www.osbar.org/public/>.

Other Employee Rights

Nothing in this policy is intended to diminish or discourage an employee who has experienced workplace harassment or discrimination, or sexual assault, from talking about or disclosing his/her experience.

The City is committed to creating and maintaining a workplace free of sexual assault, harassment, discrimination, and retaliation and it has confidence in the process it has developed for addressing good-faith complaints. However, Oregon law requires the City to inform employees that if they have been aggrieved by workplace harassment, discrimination or sexual assault and want to enter into an agreement with the City regarding his/her experience and/or employment status, the employee should contact Human Resources. The employee's request to enter into such an agreement must be in writing (email or text is acceptable). Requests of this nature will be considered on a case-by-case basis; such agreements are not appropriate for every situation. If the City and employee do reach an agreement, the City will not require an employee to enter into a nondisclosure agreement (which would prohibit the employee from discussing or communicating about his/her experiences in the workplace or the terms of the agreement) or a non-disparagement agreement (which would prohibit the employee from speaking slightly about the City or making comments that would lower the City in rank or reputation). If, however, the employee makes a request for an agreement under this paragraph, nondisclosure and non-disparagement are terms that the City and the employee may agree to. The employee will have seven days to revoke the agreement after signing it.

D. No-Bullying Policy

The City strives to promote a positive, professional work environment free of physical or verbal harassment, "bullying," or discriminatory conduct of any kind. The City, therefore, prohibits employees, elected officials, volunteers, and interns from bullying one another or engaging in any conduct that is disrespectful, insubordinate, or that creates a hostile work environment for another individual for any reason. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed towards an individual or a group of employees, which is intended to intimidate and that creates a risk to the health and safety of the individual(s). Examples of bullying include:

1. Verbal Bullying: Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.

2. Physical Bullying: Pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.
3. Gesture Bullying: Non-verbal threatening gestures, glances that can convey threatening messages.
4. Exclusion Bullying: Socially or physically excluding or disregarding a person in work-related activities. In some cases, failing to be cooperative and working well with co-workers may be viewed as bullying.
5. Cyber Bullying: Bullying that takes place using electronic technology, which includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites. Examples of cyberbullying include transmitting or showing mean-spirited text messages, emails, embarrassing pictures, videos or graphics, rumors sent by email or posted on social networking sites, or creating fake profiles on websites for co-workers, managers or supervisors or elected officials.

This is not a complete list.

Individuals who have experienced bullying in violation of this policy, who have witnessed an incident of bullying, or who have credible information about an incident, are expected and should bring the matter to the attention of their supervisor or a member of management as soon as possible. If conduct in violation of this policy is found to have occurred the City will take prompt, appropriate action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment.

E. Disability Accommodation Policy

The City of St. Helens is committed to complying fully with the Americans with Disabilities Act (ADA), and Oregon's disability accommodation and anti-discrimination laws. We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities.

Accommodations

The City will make reasonable efforts to accommodate a qualified applicant or employee with a known disability, unless such accommodation creates an undue hardship on the operation of the City.

Requesting an Accommodation

A reasonable accommodation is any change or adjustment to a job or work environment that does not cause an undue hardship on the department or unit (or, in some cases, the City) and which permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities. For example, a reasonable accommodation may include providing or modifying equipment or devices, job restructuring, allowing part-time or modified work schedules, reassigning an individual, adjusting or modifying examinations, modifying training materials or policies, providing readers and interpreters, or making the workplace readily accessible to and usable by people with disabilities.

Employees should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to perform the essential duties of a position. All requests for accommodation should be made with the City Administrator, and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, an employee will need to

secure medical verification of his/her need for a reasonable accommodation. Both the City and employee must monitor the employee's accommodation situation and make adjustments as needed.

F. Pregnancy Accommodation Policy

Employees who are concerned that their pregnancy, childbirth, or a related medical condition (including lactation) will impact their ability to work should contact Human Resources to discuss their options for continuing to work and, if necessary, leave of absence options. The City will provide one or more reasonable accommodations pursuant to this policy for employees with known limitations unless such accommodations impose an undue hardship on the City's operations.

Although this policy refers to "employees," the City will apply this policy equally to an applicant with known limitations caused by pregnancy, childbirth or a related medical condition.

Requesting a Pregnancy-Related Accommodation

Employees who are concerned that their pregnancy, childbirth or a related medical condition will limit their ability to perform their duties should request an accommodation as soon as it becomes apparent that a reasonable accommodation may be necessary to enable the employee to work. All requests for accommodation should be made with Human Resources and should specify which essential functions of the employee's job cannot be performed without a reasonable accommodation. In most cases, information from the employee's doctor may be needed to assist the City and the employee to find an effective accommodation, or to verify the employee's need for an accommodation. Both the City and employee must monitor the employee's accommodation situation and make adjustments as needed.

No-Discrimination, No-Retaliation

The City prohibits retaliation or discrimination against any employee who, under this policy: (1) asked for information about or requested accommodations; (2) used accommodations provided by the City; or (3) needed an accommodation.

Employees who ask about, request or use accommodations under this policy and applicable Oregon law have the right to refuse an accommodation that is unnecessary for the employee to perform the essential functions of the job or when the employee doesn't have a known limitation. Under Oregon law, an employer can't require an employee to use Family Medical Leave Act if a reasonable accommodation can be made that doesn't impose an undue hardship on the operations of the City. Also, no employee will be denied employment opportunities if the denial is based on the need of the City to make reasonable accommodations under this policy.

Leave of Absence Options for Pregnant Employees

Employees who are pregnant or experiencing pregnancy-related medical conditions should also be aware of their leave of absence options under Family Medical Leave Act. See policies on page 29, or speak with Human Resources.

G. Reporting Improper or Unlawful Conduct – No Retaliation

Employees may report reasonable concerns about the City's compliance with any law, regulation or policy, using one of the methods identified in this policy. The City will not retaliate

against employees who disclose information that the employee reasonably believes is evidence of:

- A violation of any federal, Oregon, or local law, rules or regulations by the City;
- Mismanagement, gross waste of funds, abuse of authority;
- A substantial and specific danger to public health and safety resulting from actions of the City; or
- The fact that a recipient of government services is subject to a felony or misdemeanor arrest warrant.

Further, in accordance with Oregon law, the City will not prohibit an employee from discussing the activities of a public body or a person authorized to act on behalf of a public body with a member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision, or an elected auditor of a city, county or metropolitan service district.

Employee Reporting Options

In addition to the City's Open Door Policy (see page 66), employees who wish to report potential improper or unlawful conduct should first talk to his/her supervisor. If you are not comfortable speaking with your supervisor, or you are not satisfied with your supervisor's response, you are encouraged to speak with Human Resources. Supervisors and managers are required to inform the City Administrator about reports of improper or unlawful conduct they receive from employees.

Reports of unlawful or improper conduct will be kept confidential to the extent allowed by law and consistent with the need to conduct an impartial and efficient investigation.

If the City were to prohibit, discipline, or threaten to discipline an employee for engaging in an activity described above, the employee may file a complaint with the Oregon Bureau of Labor and Industries or bring a civil action in court to secure all remedies provided for under Oregon law.

Additional Protection for Reporting Employees

Oregon law provides that, in some circumstances, an employee who discloses a good faith and objectively reasonable belief of the City's violation of law will have an "affirmative defense" to any civil or criminal charges related to the disclosure. For this defense to apply, the employee's disclosure must relate to the conduct of a coworker or supervisor acting within the course and scope of his or her employment. The disclosure must have been made to either: (1) a state or federal regulatory agency; (2) a law enforcement agency; (3) a manager with the City; or (4) an Oregon-licensed attorney who represents the employee making the report/disclosure. The defense also only applies in situations where the information disclosed was lawfully accessed by the reporting employee.

Policy Against Retaliation

The City will not retaliate against employees who make reports or disclosures of information of the type described above when the employee reasonably believes he/she is disclosing information about conduct that is improper or unlawful, and who lawfully accessed information related to the violation (including information that is exempt from disclosure as provided in Oregon law or by City policy).

In addition, the City prohibits retaliation against an employee for participating in good faith in any investigation or proceeding resulting from a report made pursuant to this policy. Further, no City employee will be adversely affected because he/she refused to carry out a directive that constitutes fraud or is a violation of local, Oregon, federal or other applicable laws and regulations. The City may take disciplinary action (up to and including termination of employment) against an employee who has engaged in retaliatory conduct in violation of this policy.

This policy is not intended to protect an employee from the consequences of his or her own misconduct or inadequate performance simply by reporting the misconduct or inadequate performance. Furthermore, an employee is not entitled to protections under this policy if the City determines that the report was known to be false, or information was disclosed with reckless disregard for its truth or falsity. If such a determination is made, an employee may be subject to discipline up to and including termination of employment.

002. EMPLOYMENT STATUS AND TERMS AND CONDITIONS OF EMPLOYMENT

A. Introductory Period of Employment

All new employees, including current employees who are promoted or transferred within the City, are hired into an introductory training period which generally lasts no less than six months. The introductory period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by your supervisor. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance and job responsibilities will be considered during the introductory period. This period gives you an opportunity to demonstrate satisfactory performance for the position, and also provides an opportunity to determine if your knowledge, skills and abilities and the requirements of the position match. It is also an opportunity for you to decide if the City meets your expectations as an employer.

Employees who are promoted or transferred within the City must complete a secondary introductory period of the same length with each reassignment to a new position. A promoted/transferred employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City's needs.

Any significant absence will automatically extend an introductory period by the length of the absence. If the City determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

At or before the end of the introductory period, a decision about your employment status will be made. The City will decide whether to: (1) Extend your introductory period; (2) Move you to regular, full-time or regular, part-time status; or (3) Terminate your employment.

Employees are not guaranteed any length of employment upon hire or transfer/promotion; both you and the City may terminate the employment relationship during the introductory period or any lawful reason. Further, completion of the introductory period or continuation of employment after the introductory period does not entitle you to remain employed by the City for any definite period of time. Both you and the City are free to terminate the employment relationship, at any time, with or without notice and for any reason not prohibited by law, unless subject to a

collective bargaining agreement or written employment contract.

Benefits eligibility and employment status are not changed during the secondary introductory period that results from a promotion or transfer within the City.

B. Employment Classifications

The City classifies employees as follows:

1. **Introductory:** Sometimes referred to as trial or probationary, employees in this classification are those whose performance is being evaluated to determine whether further employment in a specific position or with the City is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification as part of their probationary period performance evaluation.
2. **Regular Full-time:** Employees who are not in a temporary or introductory status and who are regularly scheduled to work the City's full-time schedule. Generally, they are eligible for the City's benefit package, subject to terms, conditions, and limitations of each benefit program.
3. **Regular Part-time:** Employees who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than the full-time work schedule. Regular part-time employees may be eligible for some benefits as specified in a collective bargaining agreement, or as required by law, subject to the terms, conditions, and limitations of the benefit program and those mandated by applicable law.
4. **Temporary/Term-limited:** Employment in a job established for a specific purpose, for a specific period of time, or for the duration of a specific project or group of assignments. Participation in benefits programs for temporary/term-limited employees is subject to the terms, conditions, and limitations of each benefit program and those mandated by applicable law. Temporary/term-limited employment can either be full-time or part-time.

Additionally, all employees are defined by federal and Oregon law as either "exempt" or "nonexempt," which determines whether the employee is eligible for overtime. Employees will be instructed as to whether they are exempt or nonexempt at the time of hire or when a promotion or demotion occurs. All employees, regardless of employment classification, are subject to all of the City's rules and procedures.

C. The Workweek

The workweek is a seven-day work period beginning Monday at 12:00 a.m. through Sunday at 11:59 p.m. or as otherwise prescribed by collective bargaining agreement. Work schedules vary throughout the City. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

D. Meal Periods and Rest Breaks

Nonexempt employees are required to take a paid, uninterrupted 15-minute rest break for every four-hour segment or major portion thereof in the work period. The rest break should be taken in the middle of each segment, whenever possible. Whenever a segment exceeds two hours, the employee must take a rest break for that segment.

Nonexempt employees are required to take at least a 30-minute unpaid meal period when the work period is six hours or greater. The law requires an uninterrupted period in which the

employee is relieved of all duties. No meal period is required if the work period is less than six hours. If, because of the nature or circumstances of the work, an employee is required to remain on duty or to perform any tasks during the meal period, the employee must inform his or her supervisor before the end of the shift so that the City may pay the employee for that work.

Sample rest and meal break schedules are listed below. Any changes to an employee's regular schedule must be authorized by his/her supervisor. Employees with questions about the rest or meal breaks available to them should contact their immediate supervisor or Human Resources.

Length of Work Period	Number of Rest Breaks Required	Number of Meal Periods Required
2 hours or less	0	0
2 hours, 1 minute to 5 hours, 59 minutes	1	0
6 hours	1	1
6 hours, 1 minute to 10 hours	2	1
10 hours, 1 minute to 13 hours, 59 minutes	3	1

E. Rest Breaks for Expression of Breast Milk

The City will provide reasonable rest periods to accommodate an employee who needs to express milk for her child eighteen (18) months of age or younger. If possible, the employee will take the rest periods to express milk at the same time as the rest breaks or meal periods that are otherwise provided to the employee. If not possible, the employee is entitled to take reasonable time as needed to express breast milk.

The City will treat the rest breaks used by the employee for expressing milk as paid rest breaks up to the amount of time the City is required to provide as paid rest breaks and/or meal periods under applicable personnel rules or collective bargaining agreements. Additional time needed beyond the paid rest breaks and/or meal periods may be taken as unpaid time or take leave accruals.

If an employee takes unpaid rest breaks, the City may, at the discretion of the employee's supervisor, allow the employee to work before or after her normal shift to make up the amount of time used during the unpaid rest periods. The City will allow, but not require, an employee to substitute paid leave time for unpaid rest periods taken in accordance with this policy.

The City will make a reasonable effort to provide the employee with a private location within close proximity to the employee's work area to express milk. For purposes of this policy, "close proximity" means within walking distance from the employee's work area that does not appreciably shorten the rest or meal period. A "private location" is a place, other than a public restroom or toilet stall, in close proximity to the employee's work area for the employee to express milk concealed from view and without intrusion by other employees or the public.

If a private location is not within close proximity to the employee's work area, the City will identify a private location the employee can travel to. The travel time to and from the private location will not be counted as a part of the employee's break period.

Notice

An employee who intends to express milk during work hours must give their supervisor or

Human Resources reasonable verbal or written notice of her intention to do so in order to allow the City time to make any preparations necessary for compliance with this rule.

Storage

Employees are responsible for storing expressed milk. Employees may bring a cooler or other insulated food container to work for storing the expressed milk. If an office provides access to refrigeration for personal use, an employee who expresses milk during work hours may use the available refrigeration.

F. Overtime

Overtime compensation is paid to all nonexempt employees at a rate of one and one-half times a nonexempt employee's hourly rate for all hours worked over 40 in any workweek. Nonexempt employees are those who work in positions for which an overtime premium must be paid under Oregon wage and hour law and the federal Fair Labor Standards Act (FLSA).

In addition, non-represented, nonexempt employees of the Police Department shall be subject to the same overtime rules as provided to employees of the Police Department that are covered by the collective bargaining agreement with the recognized bargaining unit for the Police Department. General service non-represented, nonexempt employees shall be governed by the overtime rules in the collective bargaining agreement as applies to those employees who are represented by the recognized bargaining unit for general service employees. Refer to the respective collective bargaining agreement for further information.

Overtime Authority

Department heads are authorized to establish working hours and schedules to meet their department workload efficiently with attention given to the "work week" established for compliance with the federal Fair Labor Standards Act (FLSA). Work shall be scheduled to minimize overtime by eliminating regularly scheduled overtime unless approved by the employee's supervisor. Holiday overtime shall be reduced by scheduling the minimum staff necessary for those days. No overtime may be worked by nonexempt employees unless specifically authorized by a supervisor or member of management. Employees who work unauthorized overtime may be subject to discipline up to and including termination.

Assignment of Overtime Work

You may be required to work overtime. When overtime work is required by the City on a particular job on a shift commencing on a day other than Saturday, Sunday, or a holiday, the nonexempt employee performing that job at the conclusion of his or her straight-time hours will normally be expected to continue to perform the job on an overtime basis. When overtime work is assigned by the City on a Saturday, Sunday, or holiday, it generally will be assigned in order of seniority to the employees who regularly perform the particular work involved.

When overtime is required by the City on a Sunday or on a holiday, the City will endeavor to give the employees required to work notice of their assignment during their last shift worked prior to such Sunday or Holiday.

Overtime Pay

Overtime beyond the scheduled workday or workweek, must be authorized by the supervisor or member of management. Such authorized overtime shall be computed to the nearest fifteen (15) minutes and shall be compensated at the rate of one and one-half times the employee's

regular rate for all hours worked over 40 in any workweek. Paid leave time shall be counted as time worked for the purpose of computing overtime.

Compensatory (Comp) Time Policy

Compensatory time off in lieu of overtime pay may be used by departments with the understanding and notice to the employees that employees may request payment for overtime during the same pay period. All overtime work compensated by compensatory time off shall be credited at time and one-half for the hours actually worked. Employees shall be able to accrue a maximum of 80 hours of compensatory time or as stipulated in a collective bargaining agreement. An employee who has requested the use of accumulated comp time or payment for accumulated comp time shall be permitted to use those hours off within a reasonable period after the request unless it would unduly disrupt department operations. Upon termination of employment, any employee with unused comp time shall be paid at the average hourly base wage rate during the last three years of employment for the number of unused compensatory hours.

Call Time Policy

Call time shall be paid in accordance with approved collective bargaining agreements.

Standby Time

The City may need to be able to respond to emergencies for the safety and protection of its systems and the citizens of the city. The person designated as standby will be determined by the department manager or their designee. The City requires that the designated person be able to respond by telephone within 15 minutes, and to be on site within one hour. The designated person shall carry a cell phone and will be on standby for a time designated by the department manager or designee.

Compensation will be eight (8) hours regular pay for each week and then an additional four (4) hours regular pay for each holiday during the week. When responding to standby calls, employees will be paid in accordance with the respective collective bargaining agreement. Such pay will be in addition to any standby pay.

Additional Authority

City, Oregon, or federal rules sometimes require that personnel be on duty at other times rather than the City's normal scheduled work hours. During these times non-management employees, who are scheduled to work this as additional time, are either paid overtime or earn compensatory time off. When a supervisor is required to work hours not normal to his or her regular work hours, the supervisor shall be paid in accordance with the respective collective bargaining agreement. Work not normal to the supervisor includes, but is not limited to, weekend work at the Waste Water Treatment Plant or Public Works Department, or coverage of a shift or part of a shift at the Police Department that is normally scheduled for a non-management employee. Supervisors are encouraged to arrange schedules so as to limit the number of hours that supervisors are required to cover work not normally performed by the supervisor.

G. Employee-Incurred Expenses and Reimbursements

The City will pay actual and reasonable business-related expenses you incur in the performance of your job responsibilities if they are: (1) listed below or elsewhere in this handbook; and (2) pre-approved by your supervisor before they are incurred. The City will not pay for or

reimburse the costs incurred by a spouse, same-sex domestic partner, or travel companion who accompanies the employee on City-approved travel.

Employees must provide a completed and signed expense report and evidence of proof of purchase (receipts) (e.g., conference registration confirmation, map showing the mileage to and from the location). These items must be submitted within one month of the expense being incurred or the employee risks forfeiting their payment or reimbursement.

Some examples of actual and reasonable business-related expenses that the City will reimburse/pay for are:

- Conferences/workshops/trainings/seminars
- Lodging
- Meals
- Mileage and parking
- Clothing allowance
- Physical exams for commercial driver's license
- Certifications required to perform job duties

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

When a job requirement, it is the responsibility of the employee to maintain a current commercial driver's license.

Conferences/Workshops/Trainings/Seminars

As long as the conference/workshop/training/seminar is related to your position with the City, the City will pay for pre-authorized registration fees.

Lodging

The City will pay reasonable lodging expenses for pre-authorized travel as long as the purpose of the travel relates to your position with the City. Employees shall be reimbursed for reasonable actual expenses incurred for lodging while attending conferences, workshops, trainings or seminars authorized in advance by a supervisor or department head. When the employee would not reasonably be expected to return to his or her residence from authorized City business, lodging will also be reimbursed. Receipts for lodging must be provided to and approved by the supervisor before reimbursement shall be made.

Meals

For meals consumed while on pre-authorized travel, the City will reimburse employee for actual expenses incurred, not to exceed fifteen dollars (\$15) for breakfast, twenty dollars (\$20) for lunch, and twenty-five (\$25) dollars for dinner.

Maximum allowable meal expenses shall be based on the following schedule:

	<u>Departure from assigned workplace</u>
Breakfast	6:00 a.m. or earlier
Lunch	11:00 a.m. or earlier
Dinner	5:00 p.m. or earlier
	<u>Arrival back to assigned workplace</u>
Breakfast	8:00 a.m. or later
Lunch	2:00 p.m. or later
Dinner	7:00 p.m. or later

There shall be no reimbursement for alcohol expenses.

Working lunches for meeting purposes or representing the City will be reimbursed the actual cost and not be affected by the above time schedule.

If the registration fee for employee's conference/workshop/training/seminar includes a meal(s) but employee chooses to purchase a different meal, no reimbursement will be made for that purchase, since the City has already paid for a meal(s) in the registration fee. A copy of the registration form must be submitted with employee's reimbursement request.

A per diem may be requested prior to pre-authorized travel if the travel takes you away from the workplace for at least twenty-four (24) hours. The daily per diem rate is \$60 but upon return you must submit receipts and any unused monies to the City.

Mileage and Parking

City vehicles are provided for any transportation needed for City business, such as trainings, seminars, meetings, etc. Whenever feasible, employees will take a City vehicle. Use of personal vehicles for City business must be approved by your supervisor.

Employees will be reimbursed for authorized use of their personal vehicles at a rate established by the Internal Revenue Service. Reasonable parking costs are also reimbursed upon submission of receipts on an expense report. The mileage reimbursement is intended to offset the operating cost of the employee's vehicle when used in City business. This includes car insurance. The City is not responsible for damage to an employee's vehicle, when such vehicle is used for City business.

Any traffic citations or court-ordered fees relating to driving or parking offenses (including parking tickets) are the responsibility of the employee and will not be reimbursed by the City.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the City may not be used for personal use without prior approval.

Clothing Allowance

The City will provide all necessary personal protection equipment (PPE) as is needed for any employee.

Physical Exams for Commercial Driver's License

Employees who are required to maintain a commercial driver's license as a condition of employment may have their physical exam requirement dealt with in the following manner:

1. The City shall provide the time and place to take such physical exam. Such tests shall be at City expense. It shall be arranged by the employee's supervisor to be done during regular work hours of the employee.

2. If an employee desires to make arrangements with a personal physician, such tests shall be arranged at a time approved by the employee's supervisor. The City will reimburse the employee up to the usual and customary charge for such exam as charged at the local clinic, upon proper documentation, for the costs of such physical exam.

Certifications Required to Perform Job Duties

Employees whose positions require certification will be reimbursed for expenses related to acquiring the certification or renewal of certification.

H. Payroll Policies

Employees are paid on the last business day of every month. Full-time employees have the option to receive up to 50% of their monthly paycheck via a draw on or the closest business day of the 15th of every month. The amount requested may be a percentage or a specific amount up to 50% of their base pay.

New employees as of the date this policy is approved will be required to have their checks setup on a direct deposit to the bank of their choosing. No paychecks will be delivered to any person other than the employee named on the paycheck unless the employee provides written permission for someone else to receive the check. Employees with direct deposit will have their itemized statement of wages for each pay period uploaded to an employee self-service portal that is available 24/7 for employees that need to physically print their paystubs, which means no physical paystubs will be printed for anyone who receives direct deposit.

I. Statement Regarding Pay Practices

The City makes all efforts to comply with applicable Oregon and federal wage and hour laws. In the event you believe that the City has made any improper deductions, has failed to pay you for all hours worked or for overtime, has failed to pay you in accordance with the law, or has failed to properly calculate your wages in any way, you must immediately report the error to the Finance Director. The City will investigate all reports of improper pay practices and will reimburse employees for any improper deductions or omissions. No employee will suffer retaliation or discrimination for reporting an error or complaint regarding the City's pay practices.

See also "Statement Regarding Pay Equity" policy, above.

J. Reporting Changes to an Employee's Personal Data

Because personnel records are used to administer pay and benefits, and other employment decisions, employees are responsible for keeping information current regarding changes in name, address, phone number, exemptions, dependents, beneficiaries, etc. Keeping your personnel records current can be important to you with regard to pay, deductions, benefits and other matters. If you have changes in any of the following items, please notify the Finance Division to assure that the proper updates/paperwork are completed as quickly as possible:

- Name;
- Marital status/Domestic Partnership (for purposes of benefit eligibility determination only);

- Address or telephone number;
- Dependents;
- Person to be notified in case of emergency;
- Other information having a bearing on your employment; and
- Tax withholding.

Employees may not intentionally withhold information from the City about the items listed above in order to continue to receive benefits or anything of value for themselves or anyone else. Upon request, the City may require employees to provide proof of marital status/domestic partnership status. Employees who violate this policy may be subject to discipline, up to and including termination.

K. Performance Reviews

All City employees will receive periodic performance reviews. Performance reviews serve as one factor in decisions related to employment, such as training, merit pay increases, job assignments, employee development, promotions, retention, and discipline/termination. Any employee who fails to satisfactorily perform the duties of his/her position is subject to disciplinary action (including termination).

The City's goal is to provide an employee with his/her first formal performance evaluation within 6-18 months following hire or promotion. After the initial evaluation, the City will strive to provide a formal performance review every 12 months from the employee's hire or promotion date. Special evaluations may be done at any time.

Reviews will generally include the following:

- An evaluation of the employee's quality and quantity of work
- A review of exceptional employee accomplishments
- Establishment of goals for career development and job enrichment
- A review of areas needing improvement
- Setting of performance goals for the employee for the following year

Employees who disagree with a performance evaluation may submit a written response with reasons for disagreement. The employee's response shall be filed with the employee's performance evaluation in the employee's personnel file. Such response must be filed no later than 30 days following the date the performance evaluation was received.

Supervisors and managers are encouraged to provide employees with informal evaluations of their employees' work on an as-needed basis.

L. Appointment

Employees are agents of the public and hold their positions for the benefit of the public. The employees are bound to uphold the Constitution of the United States of America and the State of Oregon and are required to administer impartially the laws of the nation, state, and city. All appointments to vacancies shall be made solely on the basis of merit, efficiency, and ability to do the job. These qualities shall be determined through careful and impartial evaluation of the following:

1. The applicant's level of training relative to the requirements of the position for which he or she has applied.

2. The applicant's level of education relative to the requirements of the position.
3. The results of an oral interview.
4. Whenever practical, the results of a competitive, written examination, or demonstration test, which shall be a fair and valid test of the abilities and aptitudes of applicants for the duties performed.
5. All other factors being equal and considering the equal employment opportunity policy, current City employees shall receive a preference for original appointments to vacancies.

No question in any test, in any application form, or posed by any appointing power shall be so framed as to attempt to elicit information concerning race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, veteran status, marital status, political affiliation, or any other legally protected classification or characteristic protected by federal, Oregon, or local law for the purpose of discrimination. Any collection of such data for the purposes of equal employment opportunity policy, or as required for any federal contract/subcontract shall be conducted in a manner to separate that data from the information utilized by the appointing authority in making a hiring decision.

All statements submitted on the employment application or attached to the resume shall be subject to investigation and verification prior to appointment. A false or incorrect statement, or a material omission, shall constitute cause for elimination from selection or termination at any time, if the applicant has been hired.

Appointments to regular positions shall be identified as "regular full-time" or "regular part-time" at the time of appointment. Regular full-time employees regularly working more than 37 hours per week year-round receive the full benefits outlined in these policies, and the salary schedule. Part-time employees are workers hired for less than 37 hours per week year-round. These employees may be eligible for benefits as specified in a collective bargaining agreement, or as required by law.

New employees shall be placed at the minimum rate within the assigned wage range unless special qualifications or labor market conditions justify placement above or below that level. In no instance should new employees be placed more than two steps on the salary schedule above the range entry rate on the basis of specialized skills, experience, or unique labor market conditions unless otherwise authorized by the Council. Employees who are promoted to a classification with a higher entry level should be placed at the lowest salary step that would result in a salary increase. Promotions should never occur just because an employee has reached the top of the range, unless covered in a collective bargaining agreement.

A successful applicant shall pass a criminal background check and, in some cases, a pre-employment screening test for alcohol and/or controlled substances.

Upon request, the City will provide reasonable accommodation in compliance with the Americans with Disabilities Act and Oregon law.

M. Access to Personnel Files

The City maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the City, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the City who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the City Recorder's Office and shall be required to give a minimum of five (5) calendar days' advance notice. Employees who wish to receive a certified copy of their own personnel file should contact the City Recorder's Office and shall be required to give a minimum of 10 calendar days advance notice. Employees may review their own personnel files in the City's offices and in the presence of an individual appointed by the City to maintain the files.

003. TIME OFF AND LEAVES OF ABSENCE

A. Attendance, Punctuality and Reporting Absences

Employees are expected to report to work as scheduled, on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for unpaid break periods or when required to leave on authorized City business, and perform the work assigned to or requested of them. Late arrivals, early departures, or other absences from scheduled hours are disruptive and must be avoided.

Unless specified otherwise in a policy below, employees who will be unexpectedly absent from work for any reason or who will not show up for work on time must communicate directly with their supervisor no later than one hour before the start of the employee's shift/work day. Communication may be in the form of a phone call, text message, or email, however, you must receive verbal or written acknowledgment for your absence to be excused. Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no call/no show lasting three days may be considered job abandonment and may result in termination of employment.

B. Vacation

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

* Regular full-time employees or as specified in any collective bargaining agreement

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

Years of Service		Hours Accrued Per Month	Days Per Year	Maximum Accumulation
Greater Than	Less Than Or Equal To			
0	4	6.67	10	200 hours
4	9	10.00	15	300 hours
9	14	13.33	20	400 hours
14	19	16.67	25	500 hours
19		20.00	30	600 hours

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Regular employees may take vacation time as it is accrued with their supervisor's permission and consistent with any established collective bargaining agreement.

Paid vacation time can be used in minimum increments of one-quarter hour. To take vacation, employees shall request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation leave accrual and maximum accumulation may be modified with special written arrangement from the City Administrator. Failure to have special written arrangement will result in the employee's loss of any vacation leave earned over the maximum allowance.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

An employee who has been employed with the City for a minimum of 12 full months and who separates from City service shall receive payment for unused vacation leave in a lump sum at the base rate of pay applicable at the time of separation, providing the employee has been established at the base pay rate for the minimum of 45 days. A minimum of one-year employment must be served before vacation time accrued can be taken. Employees with less than 12 months of service are ineligible for this benefit.

There may be extenuating circumstances due to staffing levels and project workload demands that result in an employee exceeding vacation accrual limits. In this instance, an employee may be eligible to be paid accumulated vacation accruals not to exceed 96 hours in a given fiscal year, contingent upon the City Administrator and designated Council department liaison findings that:

1. The employee is not currently eligible to receive overtime pay; and
2. The employee could not reasonably take an extended vacation leave due to the Department and/or Division being understaffed (as defined by unfilled authorized budgeted/appropriated positions) or from excessive workload demands; and
3. That the payment is found to be in the best interest of the City instead of carrying forward excess accruals; and
4. That the amount of vacation accrual paid out reflects additional work effort.

C. Sick Leave

The City provides eligible employees with sick leave in accordance with Oregon's Paid Sick Leave Law. This policy will be updated as necessary to reflect changes in and to ensure compliance with Oregon law.

Employees with questions about this policy may contact Human Resources. Please also refer to the Oregon Sick Leave Law poster that is posted in your building's breakroom and is incorporated here by reference.

Eligibility and Accrual of Paid Sick Leave

Under Oregon's Paid Sick Leave Law and this policy, "employee" includes part-time, full-time, temporary/term-limited, hourly, salaried, exempt, and non-exempt employees. Sick leave runs concurrently with Oregon Family Medical Leave, federal Family and Medical Leave and other leave where allowed by law.

Eligible regular full-time employees accrue sick leave at the rate of eight (8) hours per full month of service. Eligible regular part-time employees accrue sick leave as per their respective collective bargaining agreement. Sick leave cannot be used during the month that it is being accrued. No sick leave shall accrue for any calendar month in which an employee has been off work using sick leave or leave without pay for more than one-half the scheduled working days of that month.

Regular part-time employees, not covered by a collective bargaining agreement, and temporary seasonal employees will be covered by the Oregon Sick Time Law.

Employees can request use of paid sick leave after completing a waiting period of 30 calendar days from the date they become eligible to accrue sick leave benefits.

Employees may carry over accrued and unused sick leave for use in subsequent years. Sick leave accrual is capped at 1,200 hours. If the employee's sick leave accruals reach this maximum, further accrual of sick leave will be suspended until the employee has reduced the balance below the limit.

Paid sick leave shall be taken in one-quarter hour increments.

An employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation and short- or long-term disability. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from these programs. The combination of any such disability payments and sick leave benefits shall not exceed the employee's base rate of pay.

Pay Rate and Carryover

Paid sick leave will be paid at the employee's regular base rate of pay.

Sick leave benefits will be calculated based on the employee's base rate of pay at the time of the absence and will not include any special forms of compensation, such as incentives, bonuses, or shift differentials.

Sick leave is meant to be used or carried over; any unused sick leave will not be cashed out upon separation from employment except upon retirement (see Sick Leave Cash-Out Upon Retirement below). If an employee leaves employment and is rehired within 180 days, the employee's sick leave balance will be restored.

Use of Sick Leave

Accrued paid sick leave may be used for the following reasons:

1. For the diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care. This is available for the employee or his/her covered family member.
 - “Family member” means the eligible employee’s spouse, same-gender domestic partner (as described in ORS 106.300 to 106.340), biological child, adopted child, stepchild, foster child; same-gender domestic partner’s child, parent, adoptive parent, stepparent, foster parent, parent-in-law; same-gender domestic partner’s parent, grandparent, grandchild; and any individual with whom the employee has or had an *in loco parentis* relationship.
2. For any purpose allowed under the Oregon Family Leave Act, including bereavement leave.
3. If the employee, or the employee’s minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law and requires leave for any of the purposes under Oregon’s domestic violence leave law (ORS 659A.272).
4. In the event of certain public health emergencies or other reasons specified under Oregon’s sick leave law.

Employee Notice of Need for Sick Leave

Foreseeable Sick Leave. If the need for sick leave is foreseeable, an employee must notify their supervisor as soon as practicable before the leave using the City’s call-in/notification procedures. Generally, an employee must provide at least 10 days’ notice for foreseeable sick leave. The request shall include the anticipated duration of the sick leave, if possible. Employees must make a reasonable effort to schedule foreseeable sick time in a manner that minimally disrupts the operations of the City. Employees must notify their supervisor of any change in the expected duration of sick leave as soon as is practicable.

Unforeseeable Sick Leave: If the need for sick leave is unforeseeable, the employee must notify their supervisor as soon as practicable and comply generally with the City’s call-in procedures. Generally, an employee should notify his/her immediate supervisor of unforeseeable sick leave at least 30 minutes prior to the beginning of his/her shift, unless physically unable to do so, at which time notice should be given as soon as possible. Employees shall strive to provide supervisor with as much advanced notice as possible but in no case shall it be less than 30 minutes.

An employee must contact his/her supervisor daily while on sick leave, unless an extended period of sick leave has been prearranged with the supervisor or when off work on protected leave. The employee shall inform his/her supervisor of any change in the duration of sick leave as soon as practicable.

If an employee fails to provide proper notice or make a reasonable effort to schedule leave in a manner that is only minimally disruptive to the organization and operations, the City may deny the use and legal protections of sick leave.

While on sick leave, employees are expected to be in their residence, a medical facility, or a pharmacy to pick up medication. If employee has the need to go elsewhere, they shall contact their supervisor for approval.

Sick Leave Documentation

If an employee takes more than three consecutive scheduled workdays as sick leave, the City may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking.

Sick Leave Abuse

If the City suspects sick leave abuse, including but not limited to repeated use of unscheduled sick leave or repeated use of sick leave adjacent to weekends, holidays, vacations and paydays, the City may require documentation from a healthcare provider on a more frequent basis. Employees who use 80 or more hours per year of unscheduled sick leave without a doctor's note will be scrutinized. Employees found to have abused sick leave as described here may also be subject to discipline, up to and including termination.

Sick Leave Cash-Out Upon Retirement

Upon a PERS-eligible retirement, employees employed as of July 1, 2020, up to a maximum of 960 hours of sick leave accumulation will be deposited into the employee's HRA VEBA account or as prescribed in your respective collective bargaining agreement.

D. Holidays and Floating Holidays

The City will grant holiday time off to all employees on the holidays listed below:

- * New Year's Day (January 1)
- * Martin Luther King, Jr. Day (third Monday in January)
- * Presidents' Day (third Monday in February)
- * Memorial Day (last Monday in May)
- * Independence Day (July 4)
- * Labor Day (first Monday in September)
- * Veterans' Day (November 11).

The City will provide paid time off for Veterans Day if an employee would otherwise be required to work on that day and if the employee provides: (a) at least three weeks' written notice to their direct supervisor that he or she intends to take time off for Veterans Day; and (b) documents showing that he or she is a veteran. To take this leave, the veteran must have served on active duty in the armed forces for at least six months and received an honorable discharge. If the individual served in a reserve or National Guard unit, the employee is not qualified for leave unless he/she was deployed or served on active duty for at least six months. The City will notify the employee, at least 14 days before Veterans Day, whether he/she will receive time off for Veterans Day. If the City determines that providing time off on this holiday would cause significant economic or operational disruption or undue hardship, the request will be denied, but the City will allow the worker to take a single day off within one year of Veterans Day.

- * Thanksgiving (fourth Thursday in November)
- * Day after Thanksgiving
- * Christmas Eve (December 24)
- * Christmas (December 25)
- * Floating Holidays. Eligible employees will receive two floating holidays in each anniversary year except in the first fiscal year of employment. If hired after July 1, an employee's floating holidays will be pro-rated following the first full month of employment.

The City will grant paid holiday time off to all regular full-time employees or as specified in any collective bargaining agreement, immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's base rate of pay (as of the date of the holiday) times eight (8) hours.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In the case where the Friday or Monday is also an observed holiday, the preceding Thursday or following Tuesday shall be observed as the holiday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at their base rate of pay times one and a half for the hours worked on the holiday.

E. Family Medical Leave

FMLA/OFLA Policy

The following is a summary of Family and Medical Leave policy and procedures under the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Generally, and as will be discussed, eligible employees are entitled to 12 weeks of unpaid leave of absence for the reasons identified below. Federal and state law prohibit retaliation against an employee with respect to hiring or any other term or condition of employment because the employee asked about, requested or used Family Medical Leave. In all cases, applicable Oregon and federal laws, rules, policies and collective bargaining agreements govern the employee's and the City's rights and obligations, not this policy.

Employees seeking further information should contact Human Resources. Please also refer to the "Employee Rights and Responsibilities Under the Family Medical Leave Act" and "Oregon Family Leave Act" notices posted on employee bulletin boards, which are incorporated here by reference.

Definitions

Child/Son or Daughter

For purposes of OFLA, "child" includes a biological, adopted, foster or stepchild, the child of a registered same-sex domestic partner or a child with whom the employee is in a relationship of *in loco parentis*. For purposes of OFLA Serious Health Condition Leave, the "child" can be any age; for all other types of leave under OFLA, the "child" must be under the age of 18 or over 18 if incapable of self-care.

A "son or daughter" is defined by FMLA as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is either under 18 years of age or is 18 years of age or older and "incapable of self-care because of a mental or physical disability" at the time FMLA leave is to commence. FMLA also provides separate definitions of "son or daughter" for FMLA military family leave that are not restricted by age – see below.

Eligible Employee

OFLA – To qualify for OFLA leave for a Serious Health Condition or Sick Child Leave, an

employee must have been employed for at least 180 calendar days and worked an average of at least 25 hours per week. To qualify for Parental Leave under OFLA, an employee must have been employed for at least 180 calendar days (no per-week hourly minimum is required).

OMFLA – For purposes of Oregon Military Family Leave Act Leave, the employee need have only worked 20 hours per week (no minimum length of employment required). A different calculation method applies for reemployed service members under USERRA who seek OMFLA leave; see Human Resources for more information.

FMLA – Employees are eligible for FMLA leave if they have worked for a covered employer for at least 12 months (which may be based on separate stints of employment) and for 1,250 hours during the 12 months preceding the date leave is to begin. They must also be employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.

Leave under Oregon and federal law will run concurrently when permitted.

Family Medical Leave

This includes all of the types of leave identified in the section below, entitled “Reasons for Taking Leave,” unless otherwise specified.

Family Member

- For purposes of FMLA, “family member” is defined as a spouse, parent or a “son” or “daughter” (defined above).
- For purposes of OFLA, “family member” includes the definitions found under FMLA and also includes adult children (for “serious health condition” leave only), a parent-in-law, grandparent, grandchild, registered same-sex domestic partner, and parent or child of a registered same-sex domestic partner.

Serious Health Condition

“Serious health condition” is defined under FMLA and OFLA as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Under OFLA only, “serious health condition” includes any period of absence for the donation of a body part, organ or tissue, including preoperative or diagnostic services, surgery, post-operative treatment and recovery.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Other conditions may meet the definition of a “serious health condition”; see Human Resources for more information. The common cold, flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, and cosmetic treatments (without complications), are examples of conditions that are not generally defined as serious health conditions.

Reasons for Taking Leave

Family Medical Leave may be taken under any of the following circumstances:

1. Call to Active Duty Leave: Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the regular Armed Forces, National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain “qualifying exigencies.” “Qualifying exigencies” may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. This type of leave is available under FMLA only; however, under OFLA, specifically under the Oregon Military Family Leave Act, during a period of military conflict, as defined by the statute, eligible employees with a spouse or registered same-sex domestic partner who is a member of the Armed Forces, National Guard, or military reserve forces of the U.S. and who has been notified of an impending call or order to active duty, or who has been deployed, is entitled to a total of 14 days of unpaid leave per deployment after the military spouse or registered same-sex domestic partner has been notified of an impending call or order to active duty and before deployment and when the military person is on leave from deployment.
2. Employee’s Serious Health Condition Leave: To recover from or seek treatment for an employee’s serious health condition, including pregnancy-related conditions and prenatal care.
3. Family Member’s Serious Health Condition Leave: To care for a family member with a serious health condition.
4. Parental Leave: For the birth of a child or for the placement of a child under 18 years of age for adoption or foster care. Parental leave must be completed within 12 months of the birth of a newborn or placement of an adopted or foster child.
5. Pregnancy Disability Leave: For incapacity due to pregnancy, prenatal medical care or birth.
6. Servicemember Family Leave: Eligible employees may take up to 26 weeks of leave to care for a “covered servicemember” during a single 12-month period. A “covered servicemember” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Under some circumstances, a veteran will be considered a “covered servicemember.” This type of leave is available under FMLA only.
7. Sick Child Leave: To care for a child who suffers from an illness or injury that does not qualify as a serious health condition but that requires home care. This type of leave does not provide for routine medical and dental appointments or issues surrounding the availability of childcare when the child is not ill or injured. Sick child leave is not available if another family member is able and willing to care for the child. This type of leave is available only to employees who are eligible under OFLA.
8. Bereavement Leave: This type of leave is addressed under OFLA; see the

Bereavement Leave Policy on page 36 for more information.

Length of Leave

In any One-Year Calculation Period, eligible employees may take:

- Up to 12 weeks of Parental Leave, Serious Health Condition Leave (employee's own or family member), Sick Child Leave, or Call to Active Duty Leave;
- In some cases, an additional 12 weeks of leave may be available to an eligible employee for an illness, injury or condition related to pregnancy or childbirth that disables the employee; and
- In some cases, employees who take the entire 12 weeks of OFLA Parental Leave will be entitled to an additional 12 weeks of Sick Child Leave.

When leave is taken for Servicemember Family Leave, an eligible employee may take up to 26 weeks of leave during the One-Year Calculation Period to care for the servicemember. During the One-Year Calculation Period in which Servicemember Family Leave is taken, an eligible employee is entitled to a combined total of 26 weeks of FMLA Leave (some of which may include other types of FMLA-specific leaves of absence).

One-Year Calculation Period

The "twelve month period" during which leave is available (also referred to as the "One-Year Calculation Period") will be determined by a rolling 12-month period measured backward from the date an employee uses any Family Medical Leave. Each time an employee takes Family Medical Leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Intermittent Leave

Intermittent or reduced schedule leave may be taken during a period of Family Member or Employee Serious Health Condition Leave or Servicemember Family Leave. Additionally, Call to Active Duty Leave may be taken on an intermittent or reduced leave schedule basis. An employee may be temporarily reassigned to a position that better accommodates an intermittent or reduced schedule; employees covered by OFLA will not be reassigned without his/her express consent and agreement. Employees must make reasonable efforts to schedule planned medical treatments so as to minimize disruption of City operations, including consulting management prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the City and the employee. The City will follow applicable federal and state laws in reviewing and approving such leave requests. Intermittent leave for Parental Leave is not available.

Employee Responsibilities – Notice

Employees must provide at least 30 days' advance written notice before Family Medical Leave is to begin if the reason for leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned treatment for a serious injury or illness of a covered servicemember (Servicemember Family Leave) by completing a Leave of Absence Request Form. If 30 days' notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical

emergency, notice must be given as soon as practicable. Normally, this should be within two business days of when the employee became aware of the need for the leave. If the situation giving rise to a Sick Child Leave is unforeseeable, an employee must give verbal or written notice to the City within 24 hours of commencement of the leave.

In the case of an unexpected serious health condition for employee or employee's family member, an unexpected illness, injury, or condition of a child requiring home care, a premature birth, unexpected adoption, or unexpected foster placement, or the death of a family member, you must provide your supervisor verbal notice within 24 hours of commencing leave, and file the Leave of Absence Request Form within three days of returning to work.

For Call to Active Duty Leave, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

Whether leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee must let Human Resources know as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown.

If circumstances change during the leave and the leave period differs from the original request, the employee must notify Human Resources within three business days, or as soon as possible. Further, employees must provide written notice within three days of returning to work.

Regardless of the reason for leave, or whether the need for leave is foreseeable, employees will be expected to comply with the City's normal call-in procedures. Employees who fail to comply with the City's leave procedures may be denied leave, subject to discipline, or the start date of the employee's Family Medical Leave may be delayed.

Certification

Generally speaking, employees must provide sufficient information for the City to determine if the leave may qualify for FMLA or OFLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for either Call to Active Duty or Servicemember Family Leave.

Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Additionally:

1. Employees requesting serious health condition leave for themselves or to care for a covered family member will be required to provide certification from the health care provider of the employee or the covered family member to support the request.
2. Employees requesting sick child leave under OFLA may be required to submit, at a minimum, a note from a doctor if the employee has requested to use more than three days (i.e., one three-day occurrence or three separate instances) of sick child leave within a one-year period.

Employees must furnish the City's requested medical certification information within 15 calendar days after such information is requested by the City. In some cases (except for leave to care for a sick child), the City may require a second or third opinion, at the City's expense, at the beginning of, during, or at the end of your leave period as allowed by law. Employees also may be required to submit subsequent medical verification.

Employees will not be asked for, and they should not provide, any genetic information about themselves or a family member in connection with a FMLA/OFLA medical certification.

Medical Certification Prior to Returning to Work

If Family Medical Leave is for the employee's own serious health condition, the employee must furnish, prior to returning to work, medical certification (fitness-for-duty certification) from his/her health care provider stating that the employee is able to resume work.

Substitution of Paid Leave for Unpaid Leave

Employees are required to use accrued paid leave, including floating holidays, vacation, compensatory time, and sick leave prior to a period of unpaid leave of absence on Family Medical Leave. Use of accrued paid leaves will run concurrently with Family Medical Leave. Represented employees may reserve accrued leave and compensatory time if provided by their collective bargaining agreement. If the employee has no accrued paid leave, floating holidays, vacation, compensatory time, or sick leave available to use during a Family Medical Leave, the leave will be unpaid.

Holiday Pay While on Leave

Employees using vacation pay or sick pay during a portion of approved Family Medical Leave in which a holiday occurs will qualify to receive holiday pay. Employees who are on unpaid leave during a portion of approved Family Medical Leave in which a holiday occurs, will not qualify to receive holiday pay.

On-the-Job Injury or Illness

Periods of employee disability resulting from a compensable on-the-job injury or illness will qualify for FMLA leave if the injury or illness is a "serious health condition" as defined by applicable law.

OFLA leave will not be reduced by and will not run concurrently with any period the employee is unable to work because of a disabling compensable on-the-job injury; however, if the injury or illness is a "serious health condition" as defined by Oregon law and the employee has refused a bona fide offer of light-duty or modified employment, OFLA leave will commence.

If the employee's serious health condition is the result of an on-the-job injury or illness, the employee may qualify for workers' compensation time-loss benefits.

Benefits While on Leave

If an employee is on approved FMLA or OFLA leave, the City will continue the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. An employee wishing to maintain health insurance during a period of approved FMLA or OFLA leave will be responsible for bearing the cost of his/her share of group health plan premiums which had been paid by the employee prior to the OFLA/FMLA leave. Employees will not accrue vacation, sick leave or other benefits (other than health insurance) while the employee is on a FMLA or OFLA leave. The leave period, however, will be treated as continuous service (i.e., no break in service) for purposes of vesting and eligibility to participate in the City's benefit plans.

Job Protection

Employees returning to work from Family Medical Leave will be reinstated to their former position. If the position has been eliminated, the employee may be reassigned to an available equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Reinstatement is not guaranteed if the position has been eliminated under circumstances where the law does not require reinstatement. Exceptions may also apply for certain highly compensated employees under certain conditions for FMLA-only leave. In addition, employees on a leave extension are not guaranteed reinstatement. These employees will be handled in accordance with the reinstatement provisions for employees who do not meet their respective leave eligibility test.

Employees are expected to promptly return to work when the circumstances requiring Family Medical Leave have been resolved, even if leave was originally approved for a longer period. If an employee does not return to work at the end of a designated Family Medical Leave period, reinstatement may not be available unless the law requires otherwise.

The use of Family Medical Leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employees who work for other employers during a "serious health condition" leave may be subject to discipline up to and including termination. Additionally, all employees who use Family Medical Leave for reasons other than the reason for which leave had been granted may be subject to discipline up to and including termination.

Leaves for Employees Who Do Not Meet Their Respective Leave Eligibility Test Above

Regular employees who have less than 180 calendar days of service and/or who average less than 25 hours per week prior to their leave may request leaves of absence for the reasons set forth above, subject to the following terms and conditions:

1. Leave requests must be made at least 30 days in advance of the date the employee would like the leave to begin or, in emergency situations, with as much advance notice as is practicable, using the official Leave of Absence Request Form. (Normally, this should be within two business days of when the need for the leave becomes known to the employee.)
2. The certification requirements and the conditions for required use of accrued time off, benefits accrual and continuation of group health insurance during leave set forth above apply to all leave requests.
3. Leaves will be limited to a 30-day maximum duration, except leaves for the employee's own serious health condition, which may be granted for up to a 12-week period and may be taken intermittently.

Reinstatement will not be guaranteed to any employee requesting leave who does not meet the respective leave eligibility test above unless otherwise required by law. However, the City will endeavor to place employees returning from leave in their former position or a position comparable in status and pay, subject to budgetary restrictions, the City's need to fill vacancies and its ability to find qualified temporary replacements.

F. Bereavement Leave

Employees who wish to take bereavement leave must inform the City as soon as possible after receiving notification of a family member's death. Notice must be provided within 24 hours of beginning leave.

Employees who have worked for the City for 180 calendar days, and averaged at least 25 hours per week, may take up to two weeks of unpaid bereavement leave per death of a Family Member (defined below). Employee who have worked for the City for 90-180 days may use up to 40 hours of accrued leave for bereavement purposes, and who have experienced the death of a Family Member (defined below). Employees who have worked for the City for fewer than 90 days may not be eligible for leave. See Human Resources for more information.

Bereavement leave may be used to attend the funeral or alternative to a funeral of the family member, to make arrangements necessitated by the death of the family member, or to grieve the death of the family member. The two weeks of bereavement leave must be taken in the 60-day period following notice of death of a family member and will be deducted from the employee's available leave time under OFLA.

Up to three (3) days of paid bereavement leave will be provided to regular full-time employees for travel of 120 miles or less one way and five (5) days for travel of more than 120 miles one way. Bereavement leave days are not required to be taken consecutively as long as the employee receives supervisor's approval. Employees may, with their supervisor's approval, use any available paid leave for additional time off as necessary.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements.

For paid bereavement leave purposes, the City defines "family member" as the employee's spouse, same-sex domestic partner (registered), child, parent, parent-in-law, grandparent, grandchild, sibling, son-in-law, daughter-in-law, aunt, uncle; or the same relations of an employee's spouse or same-sex domestic partner (registered).

In the event that a City employee dies, employees may be granted reasonable time off, up to three (3) hours of paid leave for the purpose of serving as pall bearer or to otherwise attend the funeral, with supervisor's approval.

G. Jury and Witness Duty

Jury Duty

The City will grant employees time off for mandatory jury duty and/or jury duty orientation. A copy of the court notice must be submitted to the employee's supervisor to verify the need for such leave. Jury duty leave is treated as time worked for pay purposes. The employee will turn over the jury duty pay he or she receives to the City.

The employee is expected to report for work when doing so does not conflict with court obligations. It is the employee's responsibility to keep his/her supervisor informed about the amount of time required for jury duty.

Witness Duty

Time spent serving as a witness in a work-related, legal proceeding will be treated as time worked for pay purposes, provided the time served occurs during regularly scheduled hours, the employee is subpoenaed to testify, and the employee submits witness fees to the City upon receipt.

Except for employee absences covered under the City's "Crime Victim Leave Policy" or "Domestic Violence Leave and Accommodation Policy," employees who are subpoenaed to testify in non-work-related legal proceedings must use any available vacation time to cover their absence from work. If the employee does not have any available vacation time, the employee may take unpaid leave. Employees must present a copy of the subpoena served on them to their supervisor for scheduling and verification purposes no later than 24 hours after being served.

H. Religious Observances Leave and Accommodation Policy

The City respects the religious beliefs and practices of all employees. The City will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on City's business. Employees may use vacation or unpaid time for religious holy days or to participate in a religious observance or practice; if accrued leave is not available, then an employee may request to take unpaid leave. Requests for religious leave or accommodation should be made with your immediate supervisor.

I. Crime Victim Leave Policy

Any employee who has worked an average of at least 25 hours per week for 180 days is eligible for reasonable, unpaid leave to attend criminal proceedings if the employee or his/her immediate family member (defined below) has suffered financial, social, psychological or physical harm as a result of being a victim of certain felonies, such as kidnapping, rape, arson, and assault.

"Immediate family member" includes a spouse, registered same-sex domestic partner, father, mother, sibling, child, stepchild, grandchild, or grandparent.

Employees who are eligible for crime victim leave must:

- Use any accrued, but unused vacation/sick leave during the leave period;
- After accrued leave is exhausted, employee may take unpaid leave;
- Provide as much advance notice as is practicable of his/her intention to take leave (unless giving advance notice is not feasible); and
- Submit a request for the leave in writing to their supervisor as far in advance as possible, indicating the amount of time needed, when the time will be needed, and the reason for the leave.

In all circumstances, the City may require certification of the need for leave, such as copies of any notices of scheduled criminal proceedings that the employee receives from a law enforcement agency or district attorney's office, police report, a protective order issued by a court, or similarly reliable sources.

J. Domestic Violence Leave and Accommodation Policy

All employees are eligible for reasonable unpaid leave to address domestic violence, harassment, sexual assault, or stalking of the employee or his/her minor dependents.

Reasons for taking leave include the employee's (or the employee's dependent's) need to: seek legal or law enforcement assistance or remedies; secure medical treatment for or time off to recover from injuries; seek counseling from a licensed mental health professional; obtain services from a victim services provider; or relocate or secure an existing home.

Leave is generally unpaid, but the employee may use any accrued vacation or similar paid time off while on this type of leave.

When seeking this type of leave, the employee should provide as much advance notice as is practicable of his or her intention to take leave, unless giving advance notice is not feasible.

Notice of need to take leave should be provided by submitting a request for leave in writing to the employee's supervisor as far in advance as possible, indicating the time needed, when the time will be needed, and the reason for the leave. The City will then generally require certification of the need for the leave, such as a police report, protective order or other evidence of a court proceeding, or documentation from a law enforcement officer, attorney, healthcare professional, member of the clergy, or victim services provider.

If more leave than originally authorized needs to be taken, the employee should give the City notice as soon as is practicable prior to the end of the authorized leave. When taking leave in an unanticipated or emergency situation, the employee must give oral or written notice as soon as is practicable. When leave is unanticipated, this notice may be given by any other person on the employee's behalf.

Finally, employees who are victims of domestic violence, harassment, sexual assault, or stalking may be entitled to a "reasonable safety accommodation" that will allow the employee to more safely continue to work, unless such an accommodation would impose an "undue hardship" on the City. Please contact your supervisor immediately with requests for reasonable safety accommodations.

K. Military Leave

Employees who wish to serve in the military and take military leave should contact Human Resources for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

Further, eligible employees called for initial active duty for training and for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, may be entitled to leave with pay for all regular workdays that fall within a period not to exceed 15 calendar days in any federal training year. Weekend drill obligations are not considered "federal active duty" for training under this policy; other requirements apply. Please contact Human Resources for more information and to make arrangements for this paid leave. Application for Military Leave shall be made at least 30 days in advance or as soon as is practicable.

L. Personal Leave

The City provides leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Regular full-time employees are eligible to request personal leave as described in this policy.

As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from their supervisor by completing a Leave of Absence Request Form.

Personal leave may be granted for a period of up to 90 calendar days every one-year. With the supervisor's approval, an employee may take any available sick leave or vacation leave as part of the approved period of leave.

Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by the City until the end of the month in which the approved personal leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from personal leave, benefits will again be provided by the City according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the City cannot guarantee reinstatement in all cases.

If an employee fails to report to work promptly at the expiration of the approved leave period, the City will assume the employee has resigned.

M. Donated Leave Program

Eligible employees are regular, non-probationary City employees accruing sick leave. The receiving employee shall have no documented history of abuse of leave for unscheduled absences, is not receiving workers' compensation or retirement benefits, and has depleted all available leave accruals. An employee called to active military duty who has exhausted all available leave is also eligible to receive donated leave.

The donated leave is intended to cover serious health conditions that may require inpatient hospice or resident health care. An employee may request leave for a serious health condition of themselves or any other eligible family member as defined in the Sick Leave section of the current Personnel Policy.

Regular full-time and regular part-time employees may voluntarily donate vacation leave or compensatory time in one hour increments to an eligible employee's sick leave account.

An employee may receive a maximum of 260 hours of donated leave at any one time. At no time may an employee have more than 260 hours of donated leave at his or her disposal. Only amounts needed will be used; any unneeded donated leave will not be deducted from the donor's accrual account.

Any eligible employee may request a donation of leave hours from employees within the City who are eligible to participate by completing the “Request to Receive Donated Leave” form. It shall be up to an employee to request donations of leave accrual through their supervisor. If such employee is not capable of making application on their own behalf, a personal representative or the employee’s supervisor may make a written application for the employee. Before applying on behalf of an employee, every effort must be made to obtain consent from the employee or, in situations where this is not possible, the recipient’s personal guardian. This form may be obtained from Human Resources. Completed forms shall be returned to the employee’s supervisor for approval. Human Resources will distribute the approved Request to Receive Donated Leave notice to all City employees.

Payroll shall reduce the donor’s leave balances according to the approved request forms submitted by Human Resources. Payroll will notify the donor of the transfer of leave. The hours shall be credited as sick leave only based on an hour for hour exchange.

Employees receiving short- or long-term disability are not eligible to receive donated leave.

004. EMPLOYEE BENEFITS

A. Healthcare Benefits

The City’s health insurance plan provides employees and their dependents access to medical, vision and dental insurance benefits. Regular full-time employees, or as otherwise specified in a collective bargaining agreement, are eligible to participate in the health insurance plan. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between the City and the insurance carrier.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact Human Resources for more information about health insurance benefits.

B. Short-Term Disability

The City provides a short-term disability (STD) benefits plan to regular full-time employees, or as otherwise specified in a collective bargaining agreement, who are unable to work because of a serious health condition as defined by FMLA/OFLA (see Section 003.E).

The City’s self-funded STD insurance program will provide wage continuation of up to 50% of the employee’s monthly base wage and maintain health benefits for any qualifying short term disability event. The short-term disability benefit only covers a qualifying event and shall not exceed 90 days from the date of incident. Once an employee returns to work, whether part-time or full-time, they no longer qualify for this benefit. After employees exhaust 90 days of this short-term disability self-funded City benefit, long-term disability insurance benefits cover qualifying employees in accordance with the group insurance policy plan document in effect.

Other benefits you receive, or may be eligible to receive, may reduce the amount of disability benefits due you. Examples of other benefits may include, but are not limited to, sick leave, workers’ compensation, state disability, social security, and retirement.

To avoid a possible overpayment on your claim, which would need to be repaid to the City, you should inform the City if you receive other benefits.

Sick leave and vacation time shall not accrue while on STD.

See respective collective bargaining agreement for effects of leave on seniority.

An employee eligible for short-term disability is ineligible for donated leave.

C. Long-Term Disability

The City provides a long-term disability (LTD) benefit plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

Long-term disability benefits are not to exceed sixty-six and two-thirds percent (66 2/3%) of gross pay or \$2,000 per month, whichever is less, reduced by Social Security and PERS disability payments as well and to the extent defined by the LTD insurance plan for the duration of disability benefit eligibility as provided in the LTD plan.

No accrual of sick leave, vacation, and holiday benefits will occur during LTD. Employee's health premiums paid by the City will cease one year from the date of time loss whether established through a workers' compensation claim or disability insurance claim.

Regular full-time employees, or as specified in a collective bargaining agreement, may participate in the LTD plan subject to all terms and conditions of the agreement between the City and the insurance carrier.

See respective collective bargaining agreement for effects of leave on seniority.

Details of the LTD benefits plan including benefit amounts, and limitations and restrictions are described in the Summary Plan Description provided to eligible employees. Contact Human Resources for more information about LTD benefits.

An employee eligible for long-term disability is ineligible for donated leave.

D. Employee Assistance Program (EAP)

The City cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. While many employees solve their problems either on their own or with the help of family and friends, sometimes employees need professional assistance and advice.

This free, confidential service is provided by a third-party vendor and is available to all employees and dependents covered on a CIS Regence or Kaiser medical plan. The EAP can be used to assist employees and eligible family members with any personal problems, large or small. Each covered employee and eligible family members can receive up to five (5) personal counseling sessions per situation per year. Sessions can be face to face, over the phone, or online for concerns such as marital conflict, conflict at work, depressions, stress management, family relationships, anxiety, alcohol or drug abuse, grieving a loss, and career development services.

EAPs may also provide educational tools as resources relating to eldercare, childcare, legal consultation, financial coaching, identity theft, home ownership, and gym membership discounts.

More information regarding this service can be obtained by contacting Human Resources.

The EAP is strictly confidential and is designed to safeguard your privacy and rights. Information given to the EAP counselor may be released only if requested by you in writing. All counselors

are guided by a Professional Code of Ethics.

Personal information concerning employee participation in the EAP is maintained in a confidential manner. No information related to an employee's participation in the program is entered into the personnel file.

There is no cost for employees to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

Minor concerns can become major problems if you ignore them. No issue is too small or too large, and a professional counselor is available to help you when you need it.

E. Workers' Compensation and Safety on the Job

You are protected by workers' compensation insurance under Oregon law. This insurance covers you in case of occupational injury or illness by providing, among other things, medical care and compensation and temporary or other disability benefits. Employees are expected to work safely and in a safe environment.

To assist in providing a safe and healthful work environment for employees, customers, and visitors, the City has established a workplace safety program. This program is a top priority for the City. Its success depends on the alertness and personal commitment of all.

The City has adopted a comprehensive Health & Safety Manual, a copy of which is available to all employees. The City also provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Steps to Take if You are Injured on the Job

If you are injured on the job, the City wants to know about it and expects to learn about it no later than 24 hours after your injury (report all work-related injuries to your supervisor).

To ensure that you receive any workers' compensation benefits to which you may be entitled, you must do all of the following:

1. Immediately report any work-related injury to your supervisor. You must report the injury at the time it happens, and no later than 24 hours after injury.
2. Seek medical treatment and follow-up care if required.
3. Human Resources will fill out a claim form (Form 801) for you to sign and then it will be sent to SAIF.

Failure to timely follow these steps may negatively affect your ability to receive benefits.

Return-to-Work Program

The City has developed a program designed to assist workers who are temporarily disabled due to an injury or illness. This program is called the *Return to Work Program*.

When employees report injuries or illness, they will be given certain forms and may be sent to a doctor for examination and/or treatment. If the doctor determines that the employee qualifies for the City's *Return-to-Work Program*, the doctor will complete the appropriate forms indicating the restrictions and conditions for transitional work. The City will then attempt to provide a modified work position until the employee is able to resume regular duties. All modified work is temporary in nature and is designed to facilitate a return to regular duties as soon as possible. Modified duty positions may be offered at any location or on any shift.

Failure to report to work at the designated time and place will be regarded as voluntary resignation and could affect the employee's time loss compensation.

The City may modify, change, or discontinue the *Return-to-Work Program* position or conditions of the program at any time.

Studies show that return to work programs are therapeutic and help speed the recovery process. In addition, injured employees stay in touch with the work environment and with fellow employees, which helps to facilitate a smooth opportunity for cross training and developing new skills.

If you require workers' compensation leave, you will — under most circumstances — be reinstated to the same position that you held at the time your leave began, or to an equivalent position, if available. However, you must first submit documentation from a healthcare provider who is familiar with your condition certifying your ability to return to work and perform the essential functions of your position.

When returning from a workers' compensation leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not been on leave, or if your position is eliminated, and no equivalent or comparable positions are available, then you may not be entitled to reinstatement. These are only examples and all reinstatement/reemployment decisions are guided by the terms of any applicable collective bargaining agreement. The City does not discriminate against employees who suffer a workplace injury or illness.

Early Return-to-Work Program

Our Return-to-Work program provides guidelines for returning you to work at the earliest possible time after you have suffered an on-the-job injury or illness that results in time loss. This program is not intended as a substitute for reasonable accommodation when an injured employee also

qualifies as an individual with a disability. The Return-to-Work Program is intended to be transitional work, to enable you to return to your regular job in a reasonable period of time.

The Return-to-Work program for job-related injuries consists of a team effort by the City, injured employees and their treating physicians, and our workers' compensation insurance carrier claims staff. The goal is to return our employees to full employment at the earliest possible date that is consistent with their medical condition and the advice of the treating physician.

If your doctor determines that you are able to perform modified work, the City will attempt to provide you with a temporary job assignment for a reasonable period of time until you can resume your regular duties (except where provided as an accommodation for a disability). If, due to a work-related injury, you are offered a modified position that has been medically approved, failure to phone in or report at the designated time and place may affect your compensation and employment with the City. While you are on modified or transitional work, you are still subject to all other City rules and procedures.

Overlap With Other Laws

The City will account for other leave and disability laws that might also apply to your situation, such as the Americans with Disabilities Act (ADA) and Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA). If, after returning from a workers' compensation leave, it is determined that you are unable to perform the essential functions of your position because of a qualifying disability, you may be entitled to a reasonable accommodation, as governed by the ADA and/or applicable Oregon laws covering disabilities in the workplace.

F. Public Employees' Retirement System (PERS) Benefits

The City participates in the Public Employees Retirement System (PERS); therefore, your designation as a Tier I, Tier II, or Oregon Public Service Retirement Plan (OPSRP) member will depend on your prior PERS service and PERS rules. An employee's designation and eligibility for participation in PERS or the OPSRP are determined by law. For more information about these plans, please contact PERS at 1-888-320-7377 or visit their website at www.oregon.gov/PERS. For information about the City's contributions to employee PERS or OPSRP plans, please contact Payroll.

So long as required by state law, all employees automatically become a member of PERS of the State of Oregon, if they are eligible immediately, or its successor plan, the Oregon Public Service Retirement Plan (OPSRP), after six (6) consecutive months of uninterrupted service in any position which requires at least 600 hours of work per year.

The City has elected to pay the employee's portion, called PERS/OPSRP pickup, on gross salary and wages as part of the compensation for all regular full-time employees and employees who work more than 600 hours per calendar year.

For information about the City's contributions to employee PERS or OPSRP plans, please contact Payroll.

The City will consider allowing PERS-eligible employees to retire from his/her employment with the City and then rehiring them, as permitted under Oregon law. The City will consider, among other factors, the uniqueness of the employee's skills or experience, the needs of the City, and the ability of existing employees to perform the work of the retiring employee. Please see the City Administrator for more information.

G. Longevity Pay

Longevity pay is available to regular full-time employees, except those receiving certification pay. Unrepresented full-time employees' longevity rates shall be adopted by resolution. Represented employees' longevity rates shall be included in their respective collective bargaining agreements. Longevity will be paid out monthly and included in employees' paycheck.

H. Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a qualifying event would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rates plus an administration fee. The City's insurance provider provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan. The notice contains important information about the employee's rights and obligations.

For questions regarding COBRA, please contact Payroll.

I. Educational Assistance

The City encourages training and educational opportunities for its regular full-time employees to allow promotion from within existing employees whenever possible.

Attendance at seminars, training opportunities, conferences, or conventions shall be the decision of the department head. Permission shall be granted on the basis of available time, budget constraints, and the relationship of the training to the employee's job. For required training, an employee sent to such training will have instructional fees, lodging, meals and travel paid for by the City. Employees assigned to mandatory training activities will be paid at the regular rate or overtime rate, whichever is appropriate and according to BOLI standards and requirements.

The City may also reimburse for higher education or vocational training after the higher education or vocational training class has been completed and when the following are met:

- Courses must directly relate to the employee's present or potential promotional assignment at the City.
- The Department must have sufficient budgetary resources available prior to approval. The absence of budgeted funds is a reason for denial of the request.
- The City shall reimburse for tuition expenses only. The reimbursement rate shall not exceed public institution charges for undergraduate courses. If graduate fees are charged, the City will reimburse based on the undergraduate rate.
- To participate in the City's reimbursement policy as outlined in this section, an employee must submit a written request to his/her supervisor and obtain the approval from the department head prior to enrolling in the course.
- Tuition reimbursement may be requested for only one course during any one quarter or semester.

- The employee may not be receiving reimbursement from any other source.
- The employee must submit evidence of satisfactory completion of the course, a grade, when reduced to standard numerical grading, of 2.5 or better (or “pass” in the case of a pass/fail class).
- The employee shall refund the City a proportional amount of the course if the employee terminates employment or is terminated with cause within two calendar years of completion of the course. To determine the prorated amount, the cost of the course will be divided by 24 months and the employee will be responsible for repaying the cost of the course less the prorated amounts for the months worked since completion of the course.

Employees will receive no compensation for time spent outside regular work hours participating in voluntary training activities for which they receive tuition reimbursement.

J. HRA VEBA Plan Contribution

The City has established an Employer Plan Agreement with HRA VEBA, which must be operated in compliance with IRS requirements and meet conditions, if any, which are established by the City’s health insurance provider.

The HRA VEBA Plan is a funded health reimbursement arrangement (HRA) offered by HRA VEBA Trust. VEBA stands for voluntary employees’ beneficiary association. An HRA is an account-based health plan you can use to reimburse your qualified out-of-pocket healthcare costs as defined by the IRS. Your account is funded with contributions from the City. Employer contributions, investment earnings and withdrawals (claims) are tax-free. The amount the City contributes is based on an adopted resolution or your respective collective bargaining agreement.

At the time of PERS eligibility retirement, the cash value of unused sick accrual, up to a maximum of 960 hours, will be deposited into the employee’s HRA VEBA account, if the employee has established one. The City’s definition of retirement follows the rules of PERS eligibility for retirement (see figure below). Exceptions to the retirement rule may be granted upon written approval by the City Administrator. Requests for exception must be received 30 days prior to separation.

Classification	Tier	Retirement Age		Unreduced Retirement
		Normal	Early	
General Service	1	58	55	30 years
General Service	2	60	55	30 years
General Service	OPSRP	65	55	Age 58 with 30 years
Police & Fire	1 and 2	55	50	30 years or age 50 with 25 years
Police & Fire	OPSRP	60	50	Age 53 with 25 years

K. Physical Fitness Club / Wellness Activity Benefit

The City shall provide for regular full-time employees up to \$50 payment per month per employee for participation by the employee in any physical fitness club or other wellness activity approved by the City Administrator. Payment is on a reimbursement basis. Reimbursement requests for January through June must be submitted by July 15 and reimbursement requests for July through December must be submitted by January 15.

005. MISCELLANEOUS POLICIES

A. Alcohol/Drug Use, Abuse and Testing

The City works to maintain a safe and efficient work environment. Employees who misuse controlled substances, prescription or illegal drugs, or alcoholic beverages pose a risk both to themselves and to everyone who comes into contact with or depends upon them and risks damage to the City's reputation.

The City expects employees to report to work in a condition that is conducive to performing their duties in a safe, effective and efficient manner. An employee's off-the-job as well as on-the-job involvement with drugs and alcohol can have a significant impact on the workplace and can present a substantial risk to the employee who is using alcohol and drugs, to coworkers and others.

This policy applies to all employees (except where noted in this policy or where it is inconsistent with applicable law and/or collective bargaining agreement principles). This policy revises and supersedes all previous drug and alcohol testing policies and practices.

Prohibited Conduct

- Possession, transfer, use or being under the influence of any alcohol while on City property, on City time, while driving City vehicles (or personal vehicles while on City business), or in other circumstances which adversely affect City operations or safety of City employees or others.
- The conduct prohibited by this rule includes consumption of any intoxicating liquor within four hours of reporting to work or during rest breaks or meal periods. If use of alcoholic liquor or an alcohol "hangover" adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee's blood alcohol content exceeds .02 percent, the employee will be deemed "under the influence" for purposes of this rule.
- Law enforcement employees may possess or transfer alcohol during the performance of their law enforcement duties, e.g., collecting evidence.
- Possession, distribution, dispensing, sale, attempted sale, use, manufacture or being under the influence of any narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance while on City property, on City time, while driving City vehicles (or personal vehicles while on City business), or in other circumstances which adversely affect City operations or safety of City employees. Employees may not have any detectable amount of narcotic, hallucinogen, stimulant, sedative, drug or other controlled substance in their system while on City property or on City time.
 - Law enforcement employees may possess narcotics, drugs or other controlled substances while engaging in law enforcement duties, e.g., collecting or transporting evidence.
 - The conduct prohibited by this rule includes consumption of any such substance prior to reporting to work or during rest breaks or meal periods. If use of such substances or withdrawal symptoms adversely affects an employee's physical or mental faculties while at work to any perceptible degree, or the employee tests "positive" for any such substances by screening and confirmation tests, the employee will be deemed "under the influence" for purposes of this rule.

- As used in this policy, "controlled substance" includes, but is not limited to, any controlled substance listed in Schedules I through V of the Federal Controlled Substance Act, including marijuana that is otherwise lawful to use under Oregon, Washington or any other state's law.
- Bringing to City property, or possessing, items or objects on City property that contain any "controlled substance," including, for example, "pot brownies" and candy containing marijuana. This prohibition does not apply to law enforcement employees who bring or possess such items in connection with law enforcement work. No employee, regardless of position held, may knowingly serve items containing marijuana or any other "controlled substance" to co-workers, members of the public, or elected officials while on work time or on/in City property.
- Bringing marijuana-related equipment or any devices marketed for use or designed specifically for use in ingesting, inhaling or otherwise introducing marijuana (among other drugs), such as pipes, bongs, "vape" pens, smoking masks, roach clips, and or other drug paraphernalia. This prohibition does not apply to employees who possess such items in connection with law enforcement work.
- Bringing equipment, products or materials that are marketed for use or designed for use in planting, propagating, cultivating, growing, or manufacturing marijuana, including live or dried marijuana plants to City property. This prohibition does not apply to employees who possess such items in connection with law enforcement work.

Prescription Drugs and Medical Marijuana

With the exception of medical marijuana, nothing in this rule is intended to prohibit the use of a drug taken under supervision by a licensed health care professional, where its use does not present a safety hazard or otherwise adversely impact an employee's performance or City operations.

Employees must inform their supervisor about any prescription drugs that they use that could adversely affect their physical or mental faculties to any perceptible degree. If an employee's use of such prescription drugs could adversely affect City operations or safety of City employees or other persons, the City may reassign the employee using the drugs to other work or take other appropriate action to accommodate the physical or mental effects of the medication. Failure to report use of prescription drugs covered by this rule will subject an employee to disciplinary action, up to and including termination. (Although an employee is not required to provide the City with the name(s) of the prescription medication(s) taken, medical verification of the prescription may be required.)

The use of marijuana, which is a Schedule 1 controlled substance under federal law, is expressly prohibited under this policy, even if its medical use is authorized under state law. Employees who use medical marijuana in connection with a disability should discuss with their supervisor other means of accommodating the disability in the workplace, as the City will not agree to allow an employee to use medical marijuana as an accommodation. (See the "Disability Accommodation Policy," above.)

Reasonable Cause Testing

If there is reasonable cause to suspect that an employee is under the influence of controlled substances or alcohol during work hours, or has used drugs or alcohol in violation of this policy, the City may require the employee to undergo testing for controlled substances or alcohol.

As used in this policy, unless the context indicates otherwise:

- The terms "test" and "testing" shall be construed to mean job impairment field tests, laboratory tests, breathalyzer tests, and other tests of saliva, blood and urine. No testing shall be performed under this rule without the approval of the City Administrator or the City Administrator's designee.
- "Reasonable cause" as used in this policy means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is more likely than not under the influence of controlled substances or alcohol, or has used drugs or alcohol in violation of this policy. Circumstances which can constitute a basis for determining "reasonable cause" may include, but are not limited to:
 - a pattern of abnormal or erratic behavior;
 - information provided by a reliable and credible source;
 - a work-related accident;
 - direct observation of drug or alcohol use;
 - presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);
 - unexplained significant deterioration in individual job performance;
 - unexplained or suspicious absenteeism or tardiness;
 - employee admissions regarding drug or alcohol use; and
 - unexplained absences from normal work areas where there is reason to suspect drug or alcohol related activity.

Supervisors should detail in writing the specific facts, symptoms or observations that form the basis for their determination that reasonable cause exists to warrant alcohol or controlled substance testing of an employee or a search. This documentation shall be forwarded to the City Administrator. Whenever possible, supervisors should locate a second employee or witness to corroborate his/her "reasonable cause" findings.

An employee whose initial laboratory screening test for controlled substances yields a positive result, will be sent for confirmation testing. If the result comes back positive after the confirmation test, it will then be sent to Medical Review. The Medical Review Officer (MRO) for Bio-Med or his/her Assistant will then call the employee for an interview, to determine if the positive is from a prescription medication or an illegal substance. The MRO will make the final decision on the result and then forward it to Bio-Med to data enter and send to the employer. The employee may request the sample be sent to another lab for a reconfirmation, but such testing will be paid for by the employee.

Post-Accident Testing

Employees are subject to testing when they: (a) cause or contribute to accidents that seriously damage a City vehicle, machinery, equipment or property; or (b) result in an injury to themselves or another employee requiring offsite medical attention; and (c) when the City has a reasonable basis to believe that the accident or injury may have been caused by drug or alcohol use.

Search of Property

When reasonable cause exists to believe an employee possesses alcohol or a controlled substance on City property, not in conjunction with the functions of the job, or has otherwise

violated provisions of this rule regarding possession, sale or use of controlled substances or alcohol, the City may search the employee's possessions located on City property, including but not limited to, clothes, locker, lunchbox, toolbox, and desk. Employees should have no expectation of privacy in any items they bring on to City property, or in property, equipment or supplies provided by the City to employee.

Employee Refusal to Test/Search

An employee who refuses to consent to a test or a search when there is reasonable cause to suspect that the employee has violated this policy is subject to disciplinary action, up to and including termination. The reasons for the refusal shall be considered in determining the appropriate disciplinary action.

An employee who refuses to cooperate with any and all tests required by this policy is also subject to discipline, up to and including termination. This includes, but is not limited to, tampering with, or attempting to tamper with, a specimen sample, using chemicals or other ingredients to mask or otherwise cover up the presence of metabolites, drugs or alcohol in a specimen, or providing a blood or urine specimen that was produced by anyone or anything other than the employee being tested.

Crimes Involving Drugs and/or Alcohol

Employees shall report:

- Any criminal arrest or conviction for drug- or alcohol-related activity within five days of the arrest or conviction;
- Entry into a drug court or diversion program; or
- Loss or limitation of driving privileges when the employee's job is identified as requiring a valid driver's license (regular or CDL).

Failure to report as required will result in disciplinary action, up to and including termination.

Drug and Alcohol Treatment

The City recognizes that alcohol and drug use may be a sign of chemical dependency and that employees with alcohol and drug problems can be successfully treated. The City is willing to help such employees obtain appropriate treatment.

An employee who believes that he or she has a problem involving the use of alcohol or drugs should ask a supervisor or Human Resources for assistance.

The City will work with an employee to identify all benefits and benefit programs that may be available to help deal with the problem. Attendance at any rehabilitation or treatment program will be a shared financial responsibility of the employee and the City to the extent its existing benefits package covers some or all of the program costs.

Although the City recognizes that alcohol and drug abuse can be successfully treated and is willing to work with employees who may suffer from such problems, it is the employee's responsibility to seek assistance *before* drug or alcohol problems lead to disciplinary action. Once a violation of City policy is discovered, the employee's willingness to seek City or outside

assistance will not "excuse" the violation and generally will have no bearing on the determination of appropriate disciplinary action.

Discipline and Consequences of Prohibited Conduct

An employee who tests positive for drugs or alcohol in accordance with this policy will be subject to either termination or a last-chance agreement.

A last-chance agreement is an agreement whereby an employee who would otherwise be terminated is provided an opportunity to address their substance abuse issue and/or performance or safety issues. The last-chance agreement will inform the employee of the problems noted with their performance and to specify the performance required for the employee to achieve in order to continue to be employed by the City. Violation of the provisions of a last-chance agreement shall result in immediate termination of the employee, notwithstanding the provisions of any other personnel rule.

Confidentiality

All information from an employee's drug and alcohol evaluation is confidential and only those with a need to know are to be informed of test results. Disclosure of such information to any other person, agency, or the City is prohibited unless written authorization is obtained from the employee.

B. Smoke-Free Workplace

The City provides a t-free environment for all employees and visitors. For purposes of this policy, smoke-free includes the smoking of any tobacco-based product and smoking in any form (including, without limitation, cigars and e-cigarettes). Marijuana is also prohibited under this policy. This policy applies to employees, volunteers, and any visitors to City property, vehicles or facilities/buildings.

City buildings and vehicles are smoke and marijuana-free areas. Smoking and marijuana use is prohibited during working hours. Further, the City prohibits smoking or marijuana use in or around City vehicles and equipment or machinery.

If you wish to smoke tobacco, you must do so outside of the City's facilities/buildings, only in designated smoking areas, and out of visitor view. Smoking is not allowed near building entrances; Oregon law prohibits smoking within 10 feet of building entrances and other openings, including second-story windows. The City has established employee smoking areas that your supervisor can show you.

C. Land Line Phones Usage

The telephone system is provided as a communication tool for employees to conduct City business and is solely the property of the City. Employees are to limit personal use of the telephone system and in no instance shall use of the telecommunications system be used for personal gain.

To ensure effective telephone communications, employees should always speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

D. Cellular Devices Policy

This policy applies to employee use of cell phones, smart phones (including iPhones, “smartphones,” and similar devices), tablets and similar devices, all of which are referred to as “cellular devices” in the Cellular Devices Policy.

Cell Phones and Cellular Devices in General

Employees are allowed to bring personal cell phones and cellular devices to work with them. During working hours, however, employees should refrain from using them except in an emergency or during a meal period or rest break.

Employees who use personal or City-provided cell phones/cellular devices may not violate the City’s policies against harassment and discrimination. Thus, employees who use a personal or City-provided cell phone/cellular device to send a text or instant message to another employee (or to a citizen or someone not employed by the City) that is harassing or otherwise in violation of the City’s no-harassment and no-discrimination policies will be subject to discipline, up to and including termination.

Employee Use of City-Provided Cell Phones/Cellular Devices

Cell phones/cellular devices are made available to City employees on a limited basis to conduct the City’s business. Determinations as to which employees receive City-provided cell phones will be made on a case-by-case basis; employees are not guaranteed a cell phone or cellular device. In some cases, the City may provide a monthly cellular telephone allowance to employees who regularly make calls on behalf of the City away from the office (see your supervisor for more information).

Employees who receive a cell phone or cellular device from the City must agree to not use the cell phone/cellular device for personal use except in emergency situations and must abide by all aspects of the Cellular Device Policy. Further, employees who receive a cell phone or cellular device from the City must acknowledge and understand that because the cell phone/cellular device is paid for and provided by the City, or subsidized by the City, any communications (including text messages) received by or sent from the cell phone/cellular device may be subject to inspection and review if the City has reasonable grounds to believe that the employee’s use of the cell phone violates any aspect of the Cellular Device Policy or any other City policy. An employee who refuses to provide the City access to his/her personal cell phone/cellular device in connection with an investigation and after reasonable notice may be subject to discipline, up to and including termination.

Employees may not use City-provided cell phones or cellular devices to call 1-900, 1-976, or similar “pay per minute” services. Further, family and friends may not use an employee’s City-provided cell phone/cellular device.

Cell Phones/Cellular Devices and Public Records

City-related business conducted on City-provided or personal cell phones/cellular devices, may be subject to disclosure under Oregon’s Public Records laws or in connection with litigation filed against the City.

Cell Phone/Cellular Device Use While Driving

The use of a cell phone or cellular device while driving may present a hazard to the driver, other employees and the general public. Subject to a few narrow exceptions for emergency or public safety purposes, Oregon law also prohibits the use of handheld cell phones while driving, even if the driving is for work-related reasons. This policy is meant to ensure the safe operation of City vehicles and the operation of private vehicles while an employee is on work time. It applies equally to the usage of employee-owned cell phones and phones provided or subsidized by the City.

Employees are prohibited from using handheld cell phones for any purpose while driving on City-authorized or City-related business. This policy also prohibits employees from using a cell phone or other device to send or receive text or "instant" messages while driving on City business (other than those employees engaged in law enforcement work). Should an employee need to make a business call while driving, the employee must locate a lawfully designated area to park and make the call, unless the employee uses a hands-free cell phone or cellular device for the call. In either situation, such calls should be kept short and should the circumstances warrant (for example, heavy traffic, bad weather), the employee should locate a lawfully designated area to park to continue or make the call, even if the employee is using a hands-free device. Violation of this policy will subject the employee to discipline, up to and including termination.

E. Use of City Email and Electronic Equipment, Facilities and Services

The City uses multiple types of electronic equipment, facilities and services for producing documents, research and communication including, but not limited to, computers, software, email, copiers, telephones, voicemail, fax machines, online services, cell phones (including text messaging), the Internet, and any new technologies used in the future. The rules that govern these items is located in the City's IT Policies, a separate and distinct set of policies, which all employees must read and acknowledge.

F. Use of City Vehicles

The operation of vehicles and equipment is necessary in conducting the day-to-day business of the City. Driving and the use of vehicles for City business includes regular vehicles for operation on streets as well as operation of special-use vehicles such as construction and excavation equipment designed to operate primarily off-road but driven on public roads to a job site.

City vehicles and equipment are to be used only in the performance of official City business; however, personnel whose work assignment is primarily in the field may utilize their assigned City vehicle during meal and rest periods for personal business as approved by the employee's supervisor. Employees doing so must conduct themselves in a manner which does not bring discredit upon the City or incur additional costs for fuel or vehicle maintenance.

The use of City-owned vehicles is restricted to City operational or business purposes, subject to the exceptions provided in this policy. Infrequent and limited use of a City-owned vehicle is permissible under the following circumstances:

- An employee stops at a store or restaurant to purchase food while on a breakfast, lunch, or dinner break.

- An employee using a City-owned vehicle to travel out of town may stop at a restaurant to purchase a meal (excluding facilities where alcohol is the chief item for sale, casinos, or other establishments where entertainment is provided; provided further that this excursion does not apply when the purchase of a meal at such a facility is in connection with attendance at an authorized conference or training session).

City-owned vehicles shall only be used to transport City employees subject to the following exceptions:

- The ride-a-long program authorized for the City Police Department.
- Transportation of a public official, or consultant(s), or other authorized person(s) in conjunction with official City business.

City-owned vehicles shall not be used for transportation of animals belonging to City employees, except for service animals.

The use of City-owned vehicles is restricted to employees who are engaged in the performance of City business. Use of City-owned vehicles is restricted to City employees, which would prevent a City employee from allowing a family member or other non-City employee from riding in the vehicle while it is being used by the City employee. City-owned vehicles shall not be used for any personal use by a City employee who is engaged in the performance of City business, except for the infrequent and limited uses described above.

It is necessary for the City to comply with IRS regulations that govern these issues. Non-compliance with the IRS regulations in these matters creates a liability to both the City and individual employees who may be subject to retroactive taxes and penalties in the event of an IRS compliance audit. Any interpretation of this policy will follow IRS regulations. If an employee uses a City vehicle for commuting purposes they will be charged per IRS Commuting Rules for each one-way commute (that is, from home to work or from work to home).

Collisions are incidents or events that involve City-owned vehicles and equipment or a personally owned vehicle which is being used for official City business resulting in property damage, injury or death. Whenever a collision occurs involving a City-owned vehicle or piece of equipment or a personal vehicle if the employee is using the vehicle while on City business, the collision must be reported immediately to the employee's supervisor, and, if within the city limits, to the St. Helens Police Department.

In order to maintain a safe and productive work environment, a violation of this policy will be considered a very serious case of misconduct and subject to disciplinary action, up to and including termination.

Fleet Safety

These rules are published for the information and guidance of employees of the City. To drive safely is the first duty of every driver. This means driving defensively, anticipating the mistakes, actions, recklessness or absentmindedness of pedestrians or other drivers, and being prepared at all times to do everything possible to prevent an accident.

Our operation requires alert drivers who conduct themselves and their vehicles at all times in a manner that will reflect credit on the City of St. Helens and the driver.

Drivers are required to observe all rules and procedures outlined in this policy at all times.

Qualifications for Driving City Vehicles

In order to maintain an efficient and orderly operation, it is necessary that we have certain rules which everyone is expected to follow. Familiarize yourself with these rules and operating procedures, and consult your supervisor if any of them are not clear to you.

To qualify as a driver of City vehicles, drivers must meet the following conditions:

1. Must be at least 18 years of age.
2. Must have a current state or jurisdiction driver license.
3. Must have in effect a current liability insurance policy for his/her personal vehicle, if employee owns a personal vehicle. Employees who use their own vehicles for authorized City business should make any necessary arrangements with their insurance carriers.
4. Must have knowledge of, and adhere to, state and municipal traffic laws and regulations whenever driving City vehicles.
5. Must have in your possession a valid driver license while driving vehicles.
6. Be approved by your supervisor to drive on City business.
7. Must attend a City of St. Helens sponsored defensive driving class at least once every three (3) years.

Eligibility to Drive City Vehicles

Typically, in order to be eligible to drive, an employee must meet the following criteria. Accidents and citations involving off-duty driving in a personal vehicle count for the purpose of these rules.

1. No major violations in the previous three (3) years.
Major violations include but are not limited to:
 - Driving under the influence of alcohol or drugs
 - Driving while license is suspended or revoked
 - Leaving the scene of an accident
 - Reckless driving
 - Road rage incidents
 - Speeding over 20 MPH over the posted speed limit
 - Other similarly serious violations
2. No more than two minor violations in the previous three (3) years.
Minor violations include but are not limited to:
 - Speeding 20 MPH or less over the posted speed limit
 - Failure to obey a traffic control or signal
 - Improper lane change
 - Failure to signal
 - Failure to yield the right of way
 - Failure to wear a seat belt
 - Cell phone or texting violations
 - Other similar violations

3. No more than one at-fault accident in the previous three (3) years.
All accidents are considered at-fault unless proven otherwise.

The City may verify the validity of your driver's license and/or your driving record at the time of hire and during any point in your employment. Once you are employed with the City, we will receive automated reports from the Department of Motor Vehicles (DMV). The reports notify the City when there are transactions on your driving record such as speeding tickets, citations and accidents.

Employees must report to their supervisor any change in driving status. Failure to report a suspended license, accidents or other violations may result in disciplinary action, up to and including termination.

Vehicle Accidents

Vehicle accidents may be reviewed by the Safety Committee to determine preventability.

- A preventable accident is any accident in which the driver failed to do everything he/she could have reasonably done to prevent the accident.
- A non-preventable accident is one in which the driver did everything he/she could reasonably have done to foresee the conditions leading to the accident and took suitable safeguards.

The involved driver will be advised of the decision and will be subject to a driving performance review with management. For law enforcement this will quite often be accompanied with disciplinary sanctions.

Courtesy

You are expected to show every courtesy and consideration toward other drivers and pedestrians. Your conduct while driving must be such that it will in no way reflect adversely upon the City of St. Helens.

If a situation arises that you are unable to settle in a friendly manner, phone your supervisor and report the facts, and be guided by their advice.

Vehicle Appearance

City vehicles need to be kept as clean as possible. State law prohibits smoking in public vehicles. Eating in vehicles should be kept to a minimum.

Suggestions

City management appreciates any suggestions from you that may improve our safety, service, and working conditions to make our operation more efficient and safe. Please make suggestions to a supervisor or department head.

Moving Violations

You will be responsible to pay for all speeding, traffic and parking violations, even if the infraction occurred while on City business.

Cell Phones & Texting

Oregon law prohibits the use of cell phones while driving, unless employees are using a “hands-free accessory.” Please note, the use of a speaker phone is not considered a “hands-free accessory.” Texting while driving is prohibited.

Vehicle Safety Inspections

A pre-trip inspection should be made at the start of each shift to ensure the vehicle is in safe operating condition. A post-trip inspection should be made at the end of each shift to effectively report any damage or concern at the completion of the trip.

Safe Driving - Be a Defensive Driver

A defensive driver is defined as, “One who is careful to commit no driving errors themselves, who makes allowance for the lack of skill or improper attitude on the part of the other driver, and who does not allow hazards of weather and road conditions or the action of pedestrians and other drivers to involve themselves in an accident. Keeps continually on the alert, recognizes an accident-producing situation far enough in advance to apply the necessary preventive action, and concedes the right-of-way when necessary to prevent an accident.”

Vehicle Speed

The maximum speed limit is the “posted speed limit.” Your speed at all times **shall** be reasonable and prudent with due consideration given to weather, other traffic, conditions of the road and intersecting side roads of highways and city roads.

Adhering to the posted speed limit is important in terms of traffic citations, reduced insurance rates, reduced maintenance costs, increased tire life, and fuel conservation.

Striking Fixed Objects

In handling your vehicle on the highway, in city traffic, and at loading and unloading spots, remember that striking any fixed object such as abutments, parked cars, loading docks, overhead pipes, or hydrants is classified as the fault of the driver and must be reported to your supervisor.

Proper Backing

Walk around the vehicle to see that nothing is behind or in front of the vehicle before driving away. If there are two or more people, it is advisable to have one person stand behind the vehicle to spot while backing up.

Passing or Meeting a School Bus

When approaching a school bus, be on guard at all times for signals of intention to either discharge or pick up school children. Be on the alert for the actions of these school buses. It is illegal to pass, in either direction, a school bus that is stopped to pick up or discharge passengers. The only exception to this rule is when the roadway is divided by a barrier.

Pedestrians

You have NO right-of-way where pedestrians are concerned. Legally, they may walk on either side of the road, they can cross at intersections or not, and they can pop out from behind a parked car on a busy city street. Never assume that they see you.

Accidents & Incidents

YOU MUST REPORT EVERY ACCIDENT TO YOUR SUPERVISOR WITHOUT FAIL, NO MATTER HOW MINOR, AS SOON AS POSSIBLE.

1. Park safely and set out warning devices. Do not leave vehicle unattended except in an extreme emergency.
2. Prevent the moving of injured persons unless absolutely necessary.
3. If the accident is blocking traffic or there is an injury, call 911. In the case of an accident that is not an emergency, call the non-emergency number 503-397-1521.
4. Within each City vehicle is a ***“What to do if you’re involved in an accident”*** pamphlet. While at the scene, get as many of the details as you can written down in the pamphlet including a sketch of the incident. Information needed to properly complete accident reports, is as follows:
 - a) Location, time, and date.
 - b) Make, model, type, and license of other vehicles involved.
 - c) Registered owner of other vehicle(s) involved.
 - d) Driver’s name, age, address, and license number of other vehicle involved.
 - e) All occupants’ names and addresses in other vehicles involved.
 - f) Names and addresses of all possible witnesses.
 - g) Name of police station to which accident was reported.
 - h) Name and DPSST numbers of the police officers at the scene.
 - i) Name of the insurance company which covers the other vehicles involved.
 - j) Names and addresses of persons injured and the extent of the injury.
 - k) Names of fire and/or medical personnel on scene.
5. Be sure to get the names of witnesses for or against you. If a witness refuses to give his/her name, record the license number of his/her vehicle. **Regardless of the facts, admit nothing, promise nothing, and DO NOT ARGUE.** Give your name, the City’s name and offer to show your license.
6. Take pictures whenever possible. Do not move or allow any vehicles to be moved until someone arrives who can verify or witness the position of the vehicles, length, and position of the skid marks, and lights on the vehicles if at night.
7. If there is a response from law enforcement, you should stay at the scene of the accident until instructed by a police officer to proceed.
8. If you are involved in an accident with an unattended vehicle, you must stop and try to locate the owner. If you cannot locate the owner, you must place a note in or on the vehicle giving your name and City’s name, address and phone number.
9. As soon as possible, complete a **Supervisor’s Report of Accident Form** with your supervisor. Attach a copy of the completed pamphlet. A copy of both should be sent to the Safety Coordinator and to the City Recorder. The City Recorder will make sure that

the accident is reported to the City's current insurance broker who will then notify City County Insurance Services.

10. If any of the following applies, an **Oregon Traffic Accident and Insurance Report Form** must be completed **within 72 hours** of the collision:

- a) Damage to the vehicle you were driving is over \$1,500; or
- b) Damage to any vehicle is over \$1,500 and any vehicle is towed from the scene as a result of damages from the collision; or
- c) Injury or death resulted from the collision; or
- d) Damage to any one person's property other than a vehicle involved in the collision is over \$1,500; or
- e) If your vehicle was the only one in the crash and meets any of the above requirements.

DMV forms are available at the DMV office or online at <https://www.oregon.gov/ODOT/DMV/pages/form/forms.aspx>. **A copy of the form should be given to Human Resources.**

Seat Belts and Other Safety Policies

- 1. All passengers and drivers are required to wear seatbelts while operating or riding in a vehicle. The driver of the vehicle is responsible for enforcing the use of seatbelts by all occupants. Other vehicle occupants share in this responsibility because seatbelts are proven tools for reducing deaths and minimizing injuries from motor vehicle collisions.
- 2. Drivers are to comply with all motor vehicle traffic laws while operating a vehicle on business, including laws relating to driving while intoxicated or driving under the influence of alcoholic beverages, illegal substances or medications.
- 3. Drivers are prohibited from overloading and/or overcrowding the vehicle.

Equipment Protection and Maintenance

It is the driver's responsibility to make sure vehicles are well-maintained and in safe running condition. Frequent inspections must be conducted. Notify a supervisor immediately of any concerns or observed deficiencies.

Priority Items to check are:

- ✓ Brakes – inadequate brakes are no excuse for an accident
- ✓ Steering
- ✓ Oil level
- ✓ Water
- ✓ Windshield wipers
- ✓ Tires
- ✓ Wheels
- ✓ Lights (headlamps, brakes, signals, reflectors, etc.)
- ✓ Mirrors
- ✓ Warning devices
- ✓ Glass (for cracks and defects)
- ✓ Horns
- ✓ Under vehicle for oil and water leaks

G. Use of City Equipment

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

H. Social Media

For purposes of this policy, “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking website, web bulletin board, or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of co-workers, or otherwise adversely affects our citizens or people who work on behalf of the City or the City’s legitimate business interests may result in disciplinary action, up to and including termination.

Prohibited Postings

Employees will be subject to discipline, up to and including termination, if they create and post any text, images or other media that violate any City policies, including the City’s no-harassment and no-discrimination and workplace violence policies. Similarly, posting that include threats of violence, that are physically threatening or intimidating, bullying or harassing, will not be tolerated and may subject an employee to discipline, up to and including termination.

Do not create a link from your personal blog, website or other social networking site to a City-owned or -maintained website without identifying yourself as a City employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the City, unless you are authorized by your manager/supervisor to do so. If the City is a subject of the content you are creating, be clear and open about the fact that you are a City employee, and make it clear that your views do not represent those of the City or its employees or elected officials.

Encouraged Conduct

Always be fair and courteous to co-workers, the citizens we serve, the City’s employees and elected officials, and suppliers or other third parties who do business with the City.

Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using

statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage citizens, co-workers, City employees or elected officials, that might constitute harassment or bullying, and/or that violate City policies. Examples of such conduct might include offensive posts that a reasonable person would perceive as calculated to intentionally harm an individual's personal or professional reputation, posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or City policy.

Maintain the confidentiality of the City's confidential information. Do not post internal reports, policies, procedures, or other internal, City-related confidential communications or information. (See "Confidential City Information" policy, below.)

Nothing in this policy is meant to prevent an employee from exercising his/her right to make a complaint of discrimination or other workplace misconduct, engage in lawful collective bargaining activity, or to express an opinion on a matter of public concern that does not unduly disrupt City operations. Employees are free to express themselves as private citizens on social media sites, but an employee's exercise of expression is balanced against the City's interest in the effective and efficient fulfillment of its responsibilities to the public.

Request for Employee Social Media Passwords

City supervisors and managers are prohibited by law from requiring or requesting an employee or an applicant for employment to disclose or to provide access through the employee's or applicant's user name and password, password or other means of authentication that provides access to a personal social media account. This includes, without limitation, a user name and password that would otherwise allow a supervisor/manager to access a private email account not provided by the City.

Nothing in this policy prohibits the City from requiring an employee to produce content from his/her social media or internet account in connection with a City-sponsored investigation into potential misconduct, unlawful or unethical behavior, or policy or rule violations.

I. Confidential City Information

Employees must not access, use or disclose sensitive or confidential information or data except in accordance with City policies, practices and procedures, and as authorized by state or federal laws or regulations. Employees with access to confidential information, including but not limited to customer or employee financial, medical or personal information (including, without limitation, social security numbers), are responsible for the safekeeping and handling of that information to prevent unauthorized disclosure. Employees who access, use or disclose confidential information contrary to Oregon or federal laws, or for personal use or financial gain, may be subject to civil or criminal penalties under those laws, in addition to appropriate disciplinary action for violating this policy.

No records or information including (without limitation) protected medical data, documents, files, records, computer files or similar materials (except in the ordinary course of performing duties on behalf of the City) may be removed from our premises without permission from the City Administrator. Likewise, any materials developed by City employees in the performance of their jobs is the property of the City and may not be used for personal or financial gain. Additionally, the contents of records or information otherwise obtained in regard to the City's business may not be disclosed to anyone, except where required for a business purpose or when required by law.

J. Ethics

At the City, we believe in treating people with respect and adhering to ethical and fair business practices. We expect employees to avoid situations that may compromise their reputation or integrity, or that might cause their personal interests to conflict with the interests of the City or the City's citizens.

We at the City are public employees, and as such, are also subject to the State of Oregon's ethics laws. In some cases, these laws provide additional limitations on employees, such as prohibitions on gifts and strict definitions of conflict of interest. If you are coming to the City from work in the private sector, you may find that some activities that are common business practices in the private sector are prohibited in the public sector. Information on these laws is available at the Oregon Government Ethics Commission website: www.oregon.gov/OGEC.

This Code of Ethics shall apply to all City officials including all elected and appointed officials, staff, and volunteers.

Definitions

1. "City Official" means any elected official, employee, appointee to a board or commission, or citizen volunteer authorized to act on behalf of the City of St. Helens, Oregon.
2. "Ethics" means positive principles of conduct. Some ethical requirements are enforced by federal, state, or local law; others rely on training or on individuals' desire to do the right thing. The provisions of this policy which are not otherwise enforced by law shall be considered advisory only.

Trust. The purpose of City government is to serve the public. City officials treat their office as a public trust.

1. The City's powers and resources are used for the benefit of the public rather than any official's personal benefit.
2. City officials promote public respect by avoiding even the appearance of impropriety.
3. Policymakers place long-term benefit to the public as a whole above all other considerations, including the concerns of important individuals and special interests. The public interest includes protecting the rights of under-represented minorities.
4. Administrators implement policies in good faith as equitably and economically as possible, regardless of their personal views.
5. Whistleblowing is appropriate on unlawful or improper actions.
6. Citizens have a fair and equal opportunity to express their views to City officials.
7. City officials do not give the appearance of impropriety or personal gain by accepting personal gifts.
8. City officials devote City resources, including paid time, working supplies, and capital assets, to benefit the public.
9. Political campaigns are not conducted on City time or property.

Objectivity. City officials' decisions are based on the merits of the issues. Judgment is independent and objective.

1. City officials avoid financial conflict of interest and do not accept benefits from people requesting to affect decisions.
2. If an individual official's financial or personal interests will be specifically affected by a decision, the official is to disclose the conflict and withdraw from participating in the decision.
3. City officials avoid bias or favoritism and respect cultural differences as part of decision-making.
4. Intervention on behalf of constituents or friends is limited to assuring fairness of procedures, clarifying policies or improving service for citizens.

Accountability. Open government allows citizens to make informed judgments and to hold officials accountable.

1. City officials exercise their authority with open meetings and public records.
2. Officials who delegate responsibilities make sure work is carried out efficiently and ethically.
3. Campaigns for election allow the voters to make an informed choice on appropriate criteria.
4. Each City employee and appointee is encouraged to improve City systems by identifying problems and proposing improvements.
5. City government systems are self-monitoring with procedures in place to promote appropriate actions.

Leadership

1. City officials obey all laws and regulations.
2. City officials do not exploit loopholes.
3. Leadership facilitates, rather than blocks, open discussion.
4. Officials avoid discreditable personal conduct and are personally honest.
5. All City departments and work teams are encouraged to develop detailed ethical standards, training and enforcement.
6. The City Administrator will publish a pamphlet containing explanations and examples of ethical principles.

For the full text of the adopted Code of Ethics, see Addendum A.

Compliance with this policy of business ethics and conduct is the responsibility of every City employee. If you have questions about whether an activity meets the City's or Oregon's ethical standards, please talk with Human Resources. Employees who violate the Ethics Policy, or who violate Oregon ethics laws, may be subject to disciplinary action, up to and including termination.

K. Open Door Policy

The City strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect, and employees are encouraged to offer positive and constructive criticism.

The City's Open Door Policy is based on our belief that open, honest communication between managers and employees should be a common business practice. The City's managers and supervisors are responsible for creating a work environment where employee input is welcomed, and where issues are identified early and shared without the fear of retaliation (when the employee provides the input in good faith). If you have a complaint, suggestion, or question about your job, working conditions, or the treatment you are receiving from anyone in the City, please raise them first with your immediate supervisor. If you are not satisfied with the response from your immediate supervisor, or if your issue involves your immediate supervisor, request to have the facts/situation reviewed by the City Administrator. If the City Administrator is your supervisor, go to Human Resources.

L. Outside Employment

Generally, employees may obtain employment with an employer other than the City or engage in private income-producing activity of their own so long as that activity is not otherwise prohibited by these rules. Employees are responsible for assuring that their outside employment does not conflict with these rules.

An employee is prohibited from, directly or indirectly, soliciting or accepting the promise of future employment based on the understanding that the offer is influenced by the employee's official action.

Employees may not accept outside employment that involves:

- The use of City time (including the employee's work time), City facilities, equipment and supplies, or the prestige or influence of the employee's position with the City. In other words, the employee may not engage in private business interests or other employment activities on the City's time or using the City's property;
- The performance of an act that may later be subject to control, inspection, review or audit by the department for whom the employee works (or by a State agency); or
- Receipt of money or anything of value for the performance of duties that the employee is required to perform for the City.

The City requires employees to report outside employment to their supervisor before the outside employment begins. Thereafter, an employee must provide an update to his/her supervisor on an annual basis, or sooner if any changes in outside employment occurs. Employees who accept outside employment in violation of this policy may be subject to discipline, up to and including termination.

M. Criminal Arrests and Convictions

Employees must promptly and fully disclose to their supervisor on the next working day:

1. All drug- or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas, or diversions that result from conduct which occurred while on duty, on City property, or

in a City vehicle (see “Alcohol/Drug Use, Abuse and Testing” policy above);

2. All arrests, citations, convictions, guilty pleas, or no contest pleas that result from crimes involving the theft or misappropriation of property, including money; or
3. If you are arrested, cited or convicted of a violation of any law that will prevent you from performing the essential functions of your position.

Reporting an arrest or conviction will not automatically result in termination of employment. Situations will be evaluated on a case-by-case basis.

Employees who are unavailable to report for work because they have been sent to jail or prison may not use sick leave or vacation time to cover the absence, and may be subject to disciplinary action, up to and including termination.

N. Political Activity

Employees may engage in political activity except to the extent prohibited by Oregon law when on the job during working hours. This means that employees cannot:

- Be required to give money or services to aid any political committee or any political campaign; or
- Solicit money or services (including signatures) to aid or oppose any political committee, nomination or election of a candidate, ballot measure or referendum, or political campaign while on the job during working hours (this is not intended to restrict the right of City employees to express their personal political views); or
- Be disciplined or rewarded in any manner for either giving or withholding money or services for any political committee or campaign.

O. Inclement Weather/Emergency Situations

All departments and offices of the City will be open for regularly scheduled business during hazardous weather conditions or a natural disaster unless the Mayor or Mayor’s designee authorizes closure. The Mayor or Mayor’s designee may direct employees to leave work early when weather and/or travel conditions deteriorate. Employees are expected to report to work unless their personal safety would be endangered due to travel conditions. Only the employee can assess the individual situation and decide whether it is safe to report to work.

The City provides a wide array of services, including many emergency-related functions and other services essential to the public health and safety. Those employees in Police and Public Works that are considered essential employees are subject to reporting to work during inclement weather and other natural disasters as directed by their supervisor. Collective Bargaining Agreement language prevails for call-out procedures and compensation.

There may be times when the President of the United States, the Governor of Oregon, and/or the Mayor or Council of the City of St. Helens declares a State of Emergency that impacts the City of St. Helens. When such a declaration is made, the City, at its options, may send non-essential employees home and may require that essential employees remain to perform necessary tasks to keep the City in operation.

For the purposes of a declared State of Emergency, essential employees shall be defined as the City Administrator, City Attorney, Finance Director, Building Official, Public Works Director, Police Chief, Library Director, Public Works Supervisor, City Planner, Wastewater Treatment Plant Superintendent, Communications Officer, Safety Coordinator, and any other employees that the Mayor, Council or their designee finds necessary to assist during the State of Emergency. Once a State of Emergency has been declared, essential employees defined above shall have the latitude to designate additional employees as essential for the duration of the declared State of Emergency. It is anticipated that the City would implement an Incident Command System to address any formally declared State of Emergency.

Closing Procedures

- The Mayor or designee has responsibility for making the determination regarding closure of City facilities. In making such determination both the continuance of service to the public and the safety of employees will be taken into consideration.
- If the City facilities will be closed for an entire day, the Mayor or designee will attempt to notify the City Administrator at least two (2) hours before a facility is scheduled to open. The City Administrator will notify Department Heads and employees under his/her supervision. Department Heads are responsible to notify their employees.
- As soon as possible after the closure determination, City Hall office staff will update the main line to City Hall, 503-397-6272.
- The Communications Officer is responsible to notify the media of the closure.
- An employee who (1) does not report to work, (2) reports to work late; and/or (3) leaves work early during hazardous conditions must use any accrued leave except sick leave to cover the time loss. If there is no accrued leave available, leave without pay may be used for time loss. An employee may make up the hours only with approval of the supervisor and if done in such a manner as not to result in overtime costs.
- When an employee leaves work early or is not required to report to work due to the directive of the Mayor or designee, the employee will receive his/her regular base rate of pay, not to exceed the length of the shift assigned.
- If an employee has chosen to stay home due to weather conditions or other natural disaster conditions and the Mayor later closes the facility early, the employee who chose to stay home must still use accrued leave except sick leave for time lost.

Responsibilities

Mayor or designee

- Make the determination about City closures and contact the City Administrator at least two (2) hours before a facility is scheduled to open.

City Administrator

- Notify Department Heads and employees under his/her supervision.

Department Heads

- Notify employees under his/her supervision.

City Hall Office Staff

- Update the main line message, 503-397-6272.

Communications Officer

- Notify the media of the closure.
- Update the City website.

Employees

- Wait to hear from your supervisor. If you do not hear from your supervisor at least one hour before you're scheduled to begin work, please attempt to contact them.

Compensation

Represented employees who have been designated essential for the purpose of any declared State of Emergency, hazardous weather conditions or natural disaster, will be compensated according to their respective collective bargaining agreement.

Non-represented employees who are not exempt under the Fair Labor Standards Act and work will receive regular pay up to 40 hours during the workweek. Work beyond 40 hours will be compensated at a rate of time and one-half.

Non-represented employees who are exempt under the Fair Labor Standards Act are not subject to hourly or overtime compensation, except as stated in Section 002.F, Additional Authority.

P. Workplace Violence

The City recognizes the importance of a safe workplace for employees, customers, vendors, contractors, and the general public. A work environment that is safe and comfortable enhances employee satisfaction as well as productivity. Therefore, threats and acts of violence made by an employee against another employee, volunteer, elected official, or member of the public with respect to that person's life, health, well-being, family, or property will be dealt with in a zero tolerance manner by the City.

All employees have an obligation to report any incidents that pose a real or potential risk of harm to employees or others associated with the City, or that threaten the safety, security or financial interests of the City. Employees are strongly encouraged to report threats or acts of violence by non-employees, such as vendors or citizens, against any employee, volunteer or elected official. Employees should make such reports directly to their supervisor.

The City also may conduct an investigation of a current employee where the employee's behavior raises concerns about work performance, reliability, honesty, or potentially threatens the safety of co-workers or others. See policy on "Workplace Inspections."

Q. Workplace Inspections – No Right to Privacy or Confidentiality

This policy applies to inspections and investigations conducted by the City pursuant to policy or law unless otherwise modified by a different policy in this Handbook

An employee investigation may include, but is not limited to, investigation of criminal records; it may also include a search of desk, work areas, file cabinets, voicemail systems, and computer systems. Employees are strongly discouraged from storing personal items in the desks, lockers, work areas, file cabinets, and other office equipment or furniture, as well as voicemail

and computer systems assigned to them by the City; these areas are not private.

All information related to reports generated from inspections and investigations, including the name of the reporting employee(s), will be kept as confidential as possible under the circumstances.

R. Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to the community.

During business hours or when representing the City, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

S. Animals in the Workplace

In certain circumstances, the City may be willing to accommodate service or working animals for employees with known disabilities. At a minimum, the employee must agree to the conditions below, and present documentation from a healthcare provider attesting that a service or working animal is necessary for the employee to perform the essential functions of the employee's position. The City will then assess with the employee what accommodations may exist to help the employee perform the essential functions of his/her position, and whether allowing the employee to bring a service or working animal to work is the most effective accommodation available. Proof that the service animal can perform specific tasks or functions identified by the healthcare provider or employee may be required.

Further, nothing in this policy is intended to circumvent or contravene laws that allow members of the public to bring service animals into City facilities, or in connection with the receipt of City services, as provided under Title II of the Americans with Disabilities Act and Oregon law. This policy applies to employees, volunteers and contracted workers only, while the employee/volunteer/contracted worker is on duty and performing duties on behalf of the City.

If the City approves an employee's use of a service animal during working hours and in City facilities, the following conditions apply:

- The animal must be under the direct or indirect physical control of the employee at all times. (Direct physical control means control by means of a leash or other restraining device held by the employee and leading to the service animal. Indirect physical is cage, crate, or tied to an inanimate object such as a tree, post, building, handrail, etc.). An employee may not leave a pet or service animal left unattended outdoors, indoors, or in a vehicle during working hours.
- The employee will care for the service animal in a responsible way that ensures the safety of those in the City facility, as well as the safety of the service animal.
- The service animal must be housebroken. The employee will ensure the service animal relieves itself outside in a location or locations designated by the City; will clean up after

the service animal and dispose of the service animal's waste properly; and ensure that the service animal is clean, groomed, and in a health condition without fleas.

- Where applicable, the service animal will be licensed, vaccinated, and have identification tags.
- If the service animal creates a disturbance, poses a health or safety risk to the employee or others, or interrupts the work of the employee or others, it must be immediately removed from the City facility.
- For the safety of both humans and animals, service animals are prohibited from kitchens, workshops, labs or other areas housing potentially hazardous materials and machinery. All requests for service animals as a "reasonable accommodation" will be evaluated on a case-by-case basis, however.
- The employee accepts sole financial and legal responsibility for any injury, damage, or other harm caused by the service animal and will indemnify the City should it be found legally liable for any injury or other harm caused by or to the service animal.

Employees who do not maintain the direct or indirect physical control of the service animal as defined above, or who violate any provisions within this policy, will not be allowed to bring a service animal to work and will be subject to disciplinary action for violation of this policy.

Also, employees who intentionally injure, harm or otherwise prevent a service animal approved by the City from doing his/her work will be subject to discipline, up to and including termination. No employee may harass another employee for bringing a service animal to work, and all employees are expected to respect the personal space and privacy of an employee with a service animal (e.g. no unauthorized petting, feeding or playing with the service animal unless the employee has express permission from the owner to do so).

006. CONDUCT EXPECTATIONS, DISCIPLINE, AND DISCHARGE FROM EMPLOYMENT

A. Workplace Rules and Prohibited Conduct

To ensure orderly operations and provide the best possible work environment, the City expects employees to follow rules of conduct that will protect the interests and safety of all employees and the City.

Any violation of the rules or prohibited conduct in this policy may result in discipline, up to and including termination. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare, and City operations, some of which are described elsewhere in this manual, may also be grounds for discipline, up to and including termination.

1. Falsification of employment or other City records.
2. Recording of work time of another employee or allowing any other employee to record your work time, or allowing falsification of any timesheets (your own or another employee's).
3. Theft or the deliberate or careless damage, or destruction of any City property, or the property of any other employee, citizen, vendor or third party.
4. Working under the influence of alcohol or illegal drugs.
5. Possession, distribution, sale, transfer, or use of alcohol, controlled substances or illegal

drugs in the workplace, while on duty, or while operating City-owned vehicles or equipment.

6. Provoking a fight or fighting during work hours or on City property.
7. Negligence or improper conduct leading to damage of City-owned or customer-owned property.
8. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward another City employee, customer or vendor.
9. Unauthorized use of City equipment, materials or facilities.
10. Possession of dangerous or unauthorized materials, such as explosives or firearms or any other dangerous weapon, on City premises at any time.
11. Engaging in criminal conduct while at work.
12. Causing, creating or participating in a significant or substantial disruption of work during working hours on City property.
13. Concerted or deliberate restriction of output (e.g., slow down or delaying other workers).
14. Unauthorized disclosure of business "secrets" or confidential information.
15. Violation of personnel policies.
16. The acceptance of favors, either material or otherwise, in return for the performance of his or her official duties as a City employee or for the neglect of his or her official duties as a City employee.
17. Claim of sick leave under false pretenses or abuse of sick leave.
18. Failure to notify a supervisor when unable to report to work, or when leaving work during normal working hours without permission from a supervisor to do so.
19. Failure to observe work schedules, including rest breaks and meal periods. You are expected to be at work on time, remain until your workday ends, and perform the work assigned to or requested of you.
20. Sleeping or malingering on the job.
21. Excessive personal telephone calls during working hours.
22. Unprofessional appearance during normal business hours.
23. Failing to attend scheduled work sessions and related activities at conferences, workshops, or educational events that are paid for by the City.
24. Misrepresentation of City policies, practices, procedures, or your status or authority to enter into agreements on behalf of the City. Employees may not use the City's name, logo, likeness, facilities, assets, or other resources of the City for personal gain or private interests.

25. Violations of the City's Ethics Policy or Oregon's Ethics laws.

26. Violation of any safety, health, security or City policy, rule or procedure. Employees are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by City or outside regulatory or legislative bodies.

27. Harassment or discrimination that violates City policy.

This statement of prohibited conduct does not alter the City's policy of at-will employment. With the exception of employees subject to a collective bargaining agreement or contract of employment, the City remains free to terminate the employment relationship at any time, with or without cause or notice.

B. Progressive Discipline

The purpose of this policy is to state the City's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Employees are expected to perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy or law, or commit an act that is inappropriate. When performance or conduct does not meet City standards, the City will determine whether it will terminate the employee's employment or provide the employee a reasonable opportunity to correct the deficiency through progressive discipline (such as, in no particular order, verbal warnings, written warnings, suspensions without pay, and demotions). The corrective action process will not always commence with a verbal counseling or include a sequence or steps. Some acts, particularly those that are intentional or serious, warrant more severe action (including termination) on the first or subsequent offense.

In lieu of terminating employment of an employee for serious violations of City policies, procedures and rules and for other inappropriate behavior or conduct, the City may choose to provide the employee a final opportunity to continue employment in the form of a last-chance agreement. The City may also choose to send the employee to training or an education opportunity.

In all cases, the City retains sole discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case and, where applicable, collective bargaining agreement provisions. The City may proceed directly to a written warning, demotion, last-chance agreement, or termination for misconduct or performance deficiency, without any prior disciplinary steps, when City deems such action appropriate. At all times, the City retains the right to terminate any employee's employment at any time and for any lawful reason, with or without advance notice or other prior disciplinary action (other than those employees who are subject to a collective bargaining agreement or contract of employment).

Every supervisor shall discuss improper or inadequate performance with the employee in order to correct the deficiencies and to avoid the need to exercise disciplinary action.

A written notice shall be given to each employee for each disciplinary action stating the reasons for the disciplinary action and the date it shall take effect. The notice shall be given to the employee at the time such action is taken. A copy of the notice signed by the employee shall be

placed in the employee's personnel file and shall serve as prima facie evidence of delivery. Signing does not indicate agreement.

All regular employees shall have the right to appeal any disciplinary action taken against them to the City Administrator within 10 days after the effective date of disciplinary action.

Should the City Administrator be the immediate supervisor of an employee, the employee shall have the right to appeal the City Administrator's decision to the City Council within 10 days after the effective date of the discipline by the City Administrator. At its next regular or special City Council meeting, the City Council shall appoint one of its members to serve as the arbitrator of the disputed action. Any disputes under this provision shall be heard by the Council member within 20 working days of the date appeal has been filed and the Council member has been appointed, whichever is the latter. The decision of the Council member shall be final.

C. Retirement or Resignation

If you choose to resign or retire, it is anticipated that you will give the City as much notice as possible – preferably a minimum of two weeks. When giving your two-week notice, vacation, personal, or sick days should not be used in lieu of notice. If you do not give at least a two-week notice of your intent to leave the City, you may not be eligible for re-employment at a later date.

Employees who miss three or more consecutive work days without contacting their immediate supervisor are typically considered to have resigned their employment.

If the employee's decision to resign is based on a situation that could be corrected, the employee is encouraged to discuss it with their supervisor before making a final decision, or with the City Administrator.

Employees must return all City property, including phones, computers, identification cards, credit cards, keys, and manuals, to Human Resources on or before their last day of work.

Employees are encouraged to participate in an exit interview to discuss the reasons for resignation/retirement including the effect of the resignation on benefits.

D. References

All requests for references or recommendations must be directed to Human Resources. No manager, supervisor or employee is authorized to release references for current or former employees. Department heads and supervisors are expressly prohibited from providing LinkedIn "recommendations" or using a website on the Internet to discuss a current or former employee's performance or termination of employment.

By policy, the City discloses only the dates of employment and position(s) held of former employees. Former employees who authorize additional disclosures must make a request to do so in writing.

**ACKNOWLEDGEMENT OF RECEIPT OF
CITY OF ST. HELENS
PERSONNEL POLICIES AND PROCEDURES HANDBOOK**

Resolution No. 1893 - Adopted June 17, 2020 – Effective July 1, 2020

I acknowledge that I have received and will read a copy of the City of St. Helens' Personnel Policies and Procedures Handbook. I also understand that a copy of the Personnel Policies and Procedures is available to me at any time to review on the City's network or in Human Resources.

I understand that the City has adopted the Personnel Policies and Procedures only as a general guide about policies, work rules and the work environment, and that they are subject to change at any time in the City's sole discretion. I also understand that the Personnel Policies and Procedures control over any other contradictory statements, other than those found in applicable collective bargaining agreements. I acknowledge that the Personnel Policies and Procedures are not an employment contract and are not intended to give me any express or implied right to continued employment or to any other term or condition of employment.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the manual may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the City Council has the ability to adopt any revisions to the policies in this handbook.

I understand that either the City or I may terminate my employment relationship at any time, for any lawful reason, and with or without cause, and with or without notice, unless my employment is covered under a collective bargaining agreement. Other than promises that may be found in that collective bargaining agreement, I acknowledge that no promises have been made to me that are inconsistent with this "at will" statement.

I have reviewed or will review the City's policies regarding equal employment opportunity and that the City aims to provide a workplace free of harassment and discrimination. I will bring any questions or concerns I have regarding equal employment opportunities, discrimination, retaliation, or harassment to Human Resources, the City Administrator, or any trusted manager or supervisor.

During my employment with the City, I understand that it is my responsibility to remain informed about the policies as revisions, updates and new policies are issued, and to ask questions about any interpretation of any of the policies.

I have read this acknowledgement carefully before signing.

Employee Signature
Print Name: _____

Date Signed

The original of this signed document will be kept in the employee's personnel file. A copy will be provided to the employee upon request.

Addendum A – Explanations and Examples For Code of Ethics

Definitions.

"City Official" means any elected official, employee, appointee to a board or commission, or citizen volunteer authorized to act on behalf of the City of St. Helens, Oregon. The Code of Ethics is intended to apply to everyone. However, specific groups such as employees or elected officials may be mentioned in some examples.

"Ethics" means positive principles of conduct. Some ethical requirements are enforced by federal, state, or local law. Others rely on training or on individuals' desire to do the right thing. The provisions of this Resolution which are not elsewhere enforced by law shall be considered advisory only.

The Code of Ethics is not intended to legislate morality but rather to convey general expectations of appropriate conduct. Just because an action is legal does not necessarily mean it is right or good. Similarly, not every action that is wrong needs to be punished under the law. The role of ethics is particularly to question those actions which are neither prohibited nor required by law. If no law is indicated for a numbered subsection, its provisions are only advisory.

Trust. The purpose of City government is to serve the public. City officials treat their office as a public trust. City officials have special powers, along with a special obligation to act only on behalf of the public. *{ORS Chapter 244 declares public office a public trust, prohibits certain actions, and provides penalties. An explanatory guide is available from the Oregon Ethics Commission.}*

1. **The City's powers and resources are to be used for the benefit of the public rather than any official's personal benefit.** To function effectively the City needs the public's respect and confidence that its power will be used on behalf of the community as a whole. In this context, improper acts are doubly wrong: a selfish decision is not only wrong in itself but also wrong because it violates public trust in government.
2. **Ensure public respect by avoiding even the appearance of impropriety.** Public service requires a continual effort to overcome cynical attitudes and suspicions about the people in government. For example, conduct which could appear dishonest to a reasonable observer will undermine the public trust even if the conduct is not illegal.
3. **Policymakers place long-term benefit to the public as a whole above all other considerations, including important individuals and special interests. The public interest includes protecting the rights of under-represented minorities.** Public service involves a complex network of competing loyalties to country, state, community, employer, mentors, colleagues, subordinates, family, and self. Often constituent interests can be satisfied without violating the public interest but policy formulation requires evaluating information objectively and deciding what is best for the public as a whole. There is no formula for the most difficult decisions. The long-range public interest demands that the will of the majority be tempered by a commitment to consider the rights and interests of minority groups, especially those who are not sufficiently represented in the normal decision-making process. Elected officials have a duty to engage in dialogue with citizens, to hear their concerns, and to increase their awareness of long-term efforts for the community as a whole.
4. **Administrators implement policies in good faith as equitably and economically as possible, regardless of their personal views.** City management is supposed to

implement the policies and laws enacted by City Council. Not every aspect of every situation will be specifically covered in the law, so virtually every employee will have opportunities to make decisions. These decisions should be guided by an honest effort to understand and carry out the policymakers' instructions. Elected officials sometimes become frustrated dealing with a large, unresponsive bureaucracy. Staff can become equally frustrated by the passage of laws which have not sufficiently drawn on the expertise of administrators and are impractical, contradictory, ambiguous, under-funded, or ineffective. To keep these frustrations from paralyzing the organization, two-way dialogue is essential. City workers at all levels generally have personal convictions which affect the way they interpret and implement policies. This is proper so long as their values and attitudes do not impede or nullify instructions from policy-makers. City workers who find their personal convictions are irreconcilably incompatible with lawful policies should openly state their conflict, and in some cases, withdraw from the administration of such policies. It is not ethical to express personal convictions covertly by blocking or ignoring lawful policies.

5. **Whistleblowing is appropriate on unlawful or improper actions.** Anyone who observes significant unlawful or improper actions by a City official is expected to report them. Customarily, the actions are reported to the official's supervisor. If the supervisor appears to be involved in the improper actions, the report can be made to a higher level, to the City Administrator, or to the Oregon Ethics Commission. This decision is not to be made lightly, as whistleblowing creates an atmosphere of suspicion. "Whistleblowing" differs from "leaking" because leakers act covertly and are essentially unaccountable for the consequences of their actions. Conscientious City workers protect the public from improper governmental activities, illegal secret policies and arrogant decision-making. Therefore, it is wrong to harass or punish City workers who seek to hold government accountable through whistleblowing. *{Employer retaliation is prohibited by ORS 659.550, and by the Federal Whistleblower Protection Act of 1987. Civil and criminal penalties are provided.}*
6. **Citizens have a fair and equal opportunity to express their views to City officials.** Often it is impossible for an official to talk personally with every concerned citizen. The ability to schedule a meeting with an official should not depend on the citizen's desire to provide personal benefits or campaign contributions.
7. **City officials do not give the appearance of impropriety or personal gain by accepting personal gifts.** In general, personal gifts should be refused or returned with a friendly but firm message that City officials are not allowed to receive gifts. A personal gift, lunch, or entertainment under \$50 in value is legal but no amount is too small to be ethically questionable. The key question for an individual official is, "Would I receive this gift if I did not hold a City position?" The ethical principle is that officials obtain no personal gain from performance of their duties except official compensation and the satisfaction of a job well done. Citizens can best show their appreciation with a letter of commendation. Even small promotional gifts such as imprinted pens or t-shirts from profit-making entities should not be used on the job because they can create the impression that the vendor is regarded with particular favor by the official. Tact is especially needed if personal gifts to officials are expected in the donor's culture. For example, gifts presented as part of the Sister Cities program should be graciously accepted and become the property of the City of St. Helens. However, if a personal gift is offered within St. Helens by an immigrant business owner, the official should explain that such gifts are not the City's custom. *{ORS 244.020 (8) defines "gift." ORS 244.040 (2) prohibits accepting gifts with a cumulative value over \$50 in a calendar year. ORS 244.350 (1) provides civil penalties up to \$5,000.}* Gifts exchanged between co-workers

for occasions such as birthdays and holidays are not prohibited. Donations to City programs are also allowed.

8. **City officials devote City resources, including paid time, working supplies, and capital assets, to benefit the public.** Time paid for by the City is intended for City business. Personal errands and calls should be confined to break periods or official time-off. Supervisors should not ask subordinates to perform personal services. Generally, personal photocopies and toll calls can be made during break periods and reimbursed to the City. Office supplies are for City use only. If public benefit is the guiding criterion, either decision is ethically defensible. City workers should not use their position to acquire personal benefits such as surplus City equipment, tickets to events, or special treatment. City workers should not use official letterhead or refer to their public position when requesting personal benefits or resolving personal disputes.
9. **Political campaigns are not conducted on City time or property.** *{ORS 260.432 prohibits solicitation of, or campaigning by, public employees during working hours, with an exception for elected officials.}* State law requires posting a notice stating, "No public employee shall solicit any money, influence, service or other thing of value or otherwise promote or oppose any political committee or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder while on the job during working hours. However, this section does not restrict the right of public employees to express personal political views. It is therefore the policy of the state and of your public employer that you may engage in political activity except to the extent prohibited by state law when on the job during working hours." *{State law does not prohibit campaigning on City property, but does require such property to be equally available to both sides of a campaign.}* For example, a City employee while on City property during a lunch break can express personal political views to co-workers but not distribute flyers for a campaign. As a further example, for an election such as a tax limitation or bond measure, Council may declare an official position for the City. City officials are permitted to provide information on the measure's impact but not to use public resources to promote a specific vote. It may be difficult to distinguish official duties from campaign activities in cases such as speeches or articles communicating an elected official's opinion. In such cases, the participation of public employees is justified so long as a substantial public purpose is served.

Objectivity. City officials' decisions are based on the merits of the issues. Judgment is independent and objective. Financial disclosure regulations are designed to prevent bribery and extortion yet protect individuals' freedom of expression and association. The theory is that an informed public will decide on the propriety of financial links and hold the officials accountable. It is ethical for officials not only to scrupulously comply with the law but also to personally examine each transaction offered in order to avoid suggesting any conflict of interest. *{ORS 244.050 requires statements of economic interest, and ORS Chapter 260 requires disclosure of campaign contributions.}*

1. **City officials avoid financial conflict of interest and do not accept benefits from people requesting to affect decisions.** Many citizens seek to influence government actions. Some do so by offering benefits such as personal favors, entertainment, gifts, loans, and special investment opportunities. City officials are to refuse and to educate the citizens that such offers are not allowed. If the citizen is politically experienced and the attempt to unduly influence is clear, the matter should be reported to law enforcement authorities. *{Bribery is a crime under ORS 162.015}*

2. **If an individual official's financial or personal interests will be specifically affected by a decision, the official is to withdraw from participating in the decision.** *{ORS Chapter 244 defines conflict of interest, limits participation, and provides for civil penalties. An explanatory guide is available from the Oregon Ethics Commission.}* Recusal and disqualification involves a statement such as, "My brother-in-law is part owner of the property under discussion. Therefore, I will not be speaking or voting on this matter." State law distinguishes between actual conflict of interest, which definitely would affect the official, and potential conflict, where the effect is not certain. In the case of a potential conflict, the official must disclose the conflict but may participate in the decision. The law also makes an exception where the official's financial interests are included with a whole class of citizens, such as property taxpayers. For a non-specific link, an informational disclosure is appropriate, such as, "We will be voting on the Albina Neighborhood Plan. I live in Albina, but the plan does not specifically refer to my property." State law focuses on elected officials and appointees to boards and commissions but the ethical principle extends to all officials. For example, a building inspector would not inspect his or her own residence. City workers also undermine objectivity when they award a contract, then leave to become an employee of the contractor.
3. **City officials avoid bias or favoritism, and respect cultural differences as part of decision-making.** It is improper to use public authority to help friends or to hinder enemies. When selecting a committee or task force, it is desirable to provide as much diversity as the size of the group will allow.
4. **Intervention on behalf of constituents or friends is limited to assuring fairness of procedures, clarifying policies or improving service to all citizens.** City officials should avoid giving citizens any reason to believe they would receive better or different services if they had a personal connection with the official. Elected officials, in particular, should be clear about discussing information rather than pressuring administrators toward a particular decision.

Accountability. Open government allows citizens to make informed judgments and to hold officials accountable.

1. **City officials exercise their authority with open meetings and public records.** The laws of open government balance citizens' right to know against the need for confidentiality in matters such as medical records and employee discipline. *{Public records and open meetings are covered by ORS 192.420 and 192.990.}*
2. **Officials who delegate responsibilities to make sure the work is carried out.** Managers are to make sure routines are developed that support appropriate follow-up and should sponsor staff training to handle delegated responsibilities.
3. **Campaigns for election allow the voters to make an informed choice on appropriate criteria.** Elections offer the ultimate accountability for City officials. Therefore, candidates should strive for respectful and accurate discourse on important issues. To protect freedom of speech and of the press, Oregon law does not prohibit ethically questionable actions such as untrue statements, unkept promises, or deliberate deception. Nevertheless, such actions are unethical. It is also not ethical to focus a campaign on trivial matters or on the kind of negative exchanges that make voters conclude, "A plague on both your houses."
4. **Each City employee and appointee is encouraged to improve City systems by identifying problems and proposing improvements.** City workers who believe a law

or policy is not achieving its stated purpose, is creating unintended harm, or is inefficient, should express such concerns to their supervisors and suggest possible improvements. Department Heads should share "big picture" information with their subordinates and reward suggestions for improvement.

5. **City government systems are self-monitoring with procedures in place to promote appropriate actions.** City workers are often in the best position to observe fraud, waste, or abuse of public power, and their refusal to participate is a necessary part of protecting the public. City managers should support a workplace atmosphere that encourages employees' pride in their work and avoid a "kill the messenger" response if problems are called to their attention. City managers should make sure their practices for purchasing, contracting, and hiring include routines that elicit fair choices and assure protection of City assets. Such routines include checklists, separation of duties, bank account reconciliations, and reports to management. Safeguards should be as simple as possible, so the cost of protection will be reasonable for the situation. Often mere record-keeping is sufficient: for example, an administrator could record and periodically report all contacts from elected officials on behalf of specific constituents.

Leadership. Ethical leadership sets a good example and treats all citizens with respect.

1. **City officials obey all laws and regulations.** Law-abiding behavior by City officials sets a good example for citizens to respect the law. Laws governing their public duties are especially important but even actions in private life carry a public message. *{Violating an oath of office is a misdemeanor under ORS 162.075.}* In rare cases, an official may invoke this country's long tradition of civil disobedience, which is the open refusal to abide by an unjust law, as a matter of conscience and an impetus to change. Such actions must be subject to legal consequences. Because of their knowledge of the law, public officials may be aware of ambiguities or incomplete enforcement, but they should nevertheless comply with the laws' spirit and purpose.
2. **City officials do not exploit loopholes.**
3. **Leadership facilitates, rather than blocks, open discussion.** Any official who controls a parliamentary process has an ethical obligation to avoid behavior such as strained interpretation of the rules, refusal to recognize a person, or arbitrarily delaying a decision.
4. **Officials avoid discreditable personal conduct and are personally honest.**
5. **All City departments and work teams are encouraged to develop detailed ethical standards, training, and enforcement.** This Code of Ethics covers the relationship of the City as a whole to its citizens. Organizations within the City should develop additional standards as needed. Also, ethical standards require training and enforcement, which may lead to refinement of the standards. Even the City-wide Code should be reviewed periodically.
6. **The City Administrator will publish a pamphlet containing explanations and examples of ethical principle.**

AMENDMENT NUMBER TEN TO INTERGOVERNMENTAL AGREEMENT
BETWEEN COLUMBIA COUNTY, OREGON AND
CITY OF ST. HELENS, OREGON

This Amendment Number Ten City of St. Helens, Oregon (“City”) for the provision of supervised Community Corrections work crews effective May 16, 2007, the (“IGA”).

WHEREAS, on May 16, 2007, the County and City entered into the IGA for the provision of supervised Community Corrections work crews; and

WHEREAS, On June 25, 2009, the parties approved Amendment Number One to the IGA, amending Section 3, Compensation; and

WHEREAS, on December 17, 2009, the parties approved Amendment Number Two to the IGA, renewing the IGA for a term of one year, beginning July 1, 2009, and ending June 30, 2010; and

WHEREAS, on February 2, 2011, the parties approved Amendment Number Three to the IGA, renewing the IGA for a term of two years, beginning July 1, 2010, and ending June 30, 2012; and

WHEREAS, on September 19, 2012, the parties approved Amendment Number Four to the IGA, renewing the IGA for a term of two years, beginning July 1, 2012 and ending June 30, 2014; and

WHEREAS, on June 18, 2014, the parties approved Amendment Number Five to the IGA, renewing the IGA for a term of one year, beginning July 1, 2014 and ending June 30, 2015; and

WHEREAS, on July 15, 2015, the parties approved Amendment Number Six to the IGA, renewing the IGA for a term of one year beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS, on September 14, 2016, the parties approved Amendment Number Seven to the IGA, renewing for a term of one year beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, on July 12, 2017, the parties approved Amendment Number Eight to the IGA, renewing for a term of one year beginning July 1, 2017 and ending June 30, 2018; and

WHEREAS, on July 11, 2018, the parties approved Amendment Number Nine to the IGA, renewing for a term of three years beginning July 1, 2017 and ending June 30, 2020; and

WHEREAS, the parties desire to extend the term through June 30, 2022 and amend the liaison contact information;

NOW, THEREFORE, the parties agree as follows:

1. Section VII, Term of Agreement, is hereby amended as follows:

This Agreement becomes effective on the date it is signed by the Board of Commissioners, and shall continue until June 30, 2022, unless otherwise extended upon written approval of the parties.

2. Section IV, Liaison Responsibility, is hereby amended as follows:

Janet Evans, Director, will act as liaison from the County, (503) 366-4660. For crew scheduling, the City should contact David Brooke, Community Services Program Coordinator, (503) 397-6253, ext. 1481.

3. This Amendment Number Ten is effective on the date last signed below.
4. Except as specifically amended above, the IGA remains in full force and effect.

CITY OF ST. HELENS

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: _____
Rick Scholl
Mayor

By: _____
Alex Tardif, Chair

By: _____
John Walsh
City Administrator

By: _____
Margaret Magruder, Commissioner

Date: _____

By: _____
Henry Heimuller, Commissioner

Approved as to Form

Approved as to Form

By: _____
City Attorney

By: _____
Office of County Counsel

City of St. Helens

EXTENSION OF PERSONAL SERVICES AGREEMENT

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

RECITALS

A. WHEREAS, on or about March 20, 2019, St. Helens and Contractor entered into an agreement ("Agreement") in which Contractor agreed to provide services ("Services") related to a feasibility study, initial design and cost estimate for a new police station; and

B. WHEREAS, Paragraph 3 of the Agreement provides that the agreement terminates on June 20, 2020, and that the City reserves the right to extend the contract for a period of two (2) years in one (1) year increments; and

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

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the agreement signed on or about March 20, 2019, shall be amended to reflect a **termination date of June 20, 2021**, unless earlier terminated according to the terms of the Agreement.

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

ST. HELENS:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon
municipal corporation

MACKENZIE ENGINEERING, INC.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

City of St. Helens

EXTENSION OF PERSONAL SERVICES AGREEMENT

This Extension is made on _____, 2020, between City of St. Helens, an Oregon municipal corporation ("St. Helens"), and **Shannon Kmetic** ("Contractor").

RECITALS

A. WHEREAS, on or about August 21, 2019, St. Helens and Contractor entered into an agreement ("Agreement") in which Contractor agreed to provide services ("Services") related to pro tem judicial services; and

B. WHEREAS, Paragraph 3 of the Agreement provides that the agreement terminates on June 30, 2020, and that the City reserves the right to extend the contract for a period of two (2) years in one (1) year increments; and

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

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the agreement signed on or about August 21, 2019, shall be amended to reflect a **termination date of June 30, 2021**, unless earlier terminated according to the terms of the Agreement.

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

ST. HELENS:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon
municipal corporation

SHANNON KMETIC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXTENSION OF CONCESSION AGREEMENT

This Extension is made on July 17, 2019, between City of St. Helens, an Oregon municipal corporation ("St. Helens"), and **World Wide-ATM LLC** ("World Wide").

RECITALS

A. WHEREAS, on or about July 2, 2013, St. Helens and World Wide entered into an agreement ("Agreement") in which World Wide would place an ATM machine at 277 Strand Street, St. Helens, and the City would receive \$0.50 per transaction; and

B. WHEREAS, Paragraph 5 of the Agreement provides that the agreement terminates on June 30, 2014, unless extended by mutual consent in writing signed by both parties; and

C. WHEREAS, on May 1, 2014, Agreement was extended to June 30, 2015, and on June 18, 2015, Agreement was extended to June 30, 2016, and on August 1, 2016, Agreement was extended to June 30, 2017, and on June 30, 2017, Agreement was extended to June 30, 2018, and on June 6, 2018, Agreement was extended to June 30, 2019, and on July 17, 2019, Agreement was extended to June 30, 2020; and

D. WHEREAS, St. Helens and World Wide mutually desire to extend the term of the Agreement for an additional year.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the agreement signed on or about July 2, 2013, shall be amended to reflect a **termination date of June 30, 2021**, unless earlier terminated according to the terms of the Agreement.

2. All other terms and conditions of the Agreement shall remain in full force and effect other than as specifically amended herein.

ST. HELENS:

WORLD WIDE:

CITY OF ST. HELENS, an Oregon
municipal corporation

WORLD WIDE-ATM LLC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

City of St. Helens
EXTENSION OF PERSONAL SERVICES AGREEMENT

This Extension is made on June 17, 2020, between **City of St. Helens**, an Oregon municipal corporation (“City”), and **Mark Comfort** (“Contractor”).

RECITALS

A. WHEREAS, on or about June 21, 2017, St. Helens and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to clean-up of various properties, including nuisance properties, within the city limits of St. Helens as directed by the City; and

B. WHEREAS, the Agreement was extended in 2019 and is set to expire on June 30, 2020, and City wishes and Contractor agrees to extend the Agreement an additional year, as per the original Agreement conditions.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

- 1.** The term of the Agreement is extended to June 30, 2021.
- 2.** All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect other than as specifically amended herein.

CITY:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon
municipal corporation

MARK COMFORT

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

City of St. Helens
PERSONAL SERVICES AGREEMENT

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

RECITALS

A. The City is in need of **pro tem prosecution services**, and Contractor is qualified and prepared to provide such services.

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

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to **pro tem prosecution services** and Contractor accepts such engagement. The principal contact for Contractor shall be **Robert Cleland, 503-490-7511**.

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

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on **June 30, 2021**. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following

approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

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

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

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

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

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

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

CONTRACTOR: Robert Cleland
2350 Willamette Falls Dr. Ste. 3
West Linn, OR 97068
503-490-7511
rob@robertclelandlaw.com

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

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused

by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

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

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

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

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

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

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

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

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

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

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

Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

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

17. Compliance with Law.

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

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

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

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

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

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

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

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

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

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives

written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

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

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

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

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

24. Inspection and Audit by the City.

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

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

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

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

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

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

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Robert Cleland

Signature:  _____

Print: Robert Cleland _____

Title: AAL _____

Date: 6/9/20 _____

ATTACHMENT A
Scope of Work

For the term of this contract and any subsequent extensions, Mr. Cleland will provide prosecutorial services to the City of St. Helens on mutually agreed upon scheduled dates and/or assigned cases consisting of the following:

- Work with court on coordinating mutually acceptable scheduling for providing Pro-tem prosecutorial services
- Attend and perform prosecutorial services during court sessions as legal representative of City.
- Be generally available, subject to reasonable notice, for meetings with the City Administrator pertaining to the conduct of the Court's business, as required by the City Administrator;
- Submit all requested reports pertaining to the functioning of the Courts as required by the City Administrator or the City Council, as requested; and
- Such other prosecutorial functions as may be necessary or advisable under the circumstances.

EXPECTATIONS:

It is expected that Mr. Cleland will provide prosecutorial services to the City of St. Helens on specific assigned dates and/or specific cases, generally from the hours of 8:30 a.m. to 5:00 p.m. or some portion thereof.

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	NO
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		NO
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C

Terms of Compensation

Contractor will provide services described in Attachment A as an independent contractor. Municipal Court staff will coordinate schedule with Contractor on a per case basis. Contractor shall be entitled to receive an hourly fee of **one-hundred and twenty-five dollars (\$125.00) per hour** as payment for his services to St. Helens, prorated for periods of time less than an hour.

Any business license requirements associated with contract's services provided specifically and limited thereof to this contract will be paid by the City.

This contract shall not be deemed to prevent Contractor from entering into other or additional contracts not inconsistent with providing judicial services to City of St. Helens.

City of St. Helens
PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Mason, Bruce & Girard** (“Contractor”).

RECITALS

A. The City is in need of consulting services to assist in forestry management and Contractor is qualified and prepared to provide such services.

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

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to forestry management and Contractor accepts such engagement. The principal contact for Contractor shall be **Brent Keller**, phone **(503) 515-3851**.

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

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on **June 30, 2022**. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following

approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

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

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

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

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

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

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

CONTRACTOR: Mason, Bruce & Girard
Attn: Brent Keller
707 SW Washington St., Suite 1300
Portland, OR 97205-3530

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

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused

by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

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

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

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

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

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

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

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

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

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

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

Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

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

17. Compliance with Law.

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

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

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

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

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. 2240]

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

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

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

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

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives

written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

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

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

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

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

24. Inspection and Audit by the City.

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

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

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

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

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

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

CITY:

CITY OF ST. HELENS

Council Meeting Date: June 17, 2020

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

MASON, BRUCE & GIRARD

Signature: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT A
Scope of Work

The Consultant agrees to provide the following services:

1. Overall assessment of the City's tree farm.
2. Preparation of bid specification and logging contracts on an annual basis.
3. Marketing of harvested tracts.
4. Administration of contracts for tree planting, thinning and herbicide application.
5. Administration of logging contracts, including the following:
 - a. Boundary location;
 - b. Falling and bucking the contract timber;
 - c. Log sorting before delivery;
 - d. Monitoring mill receipts of logs;
 - e. Monitoring load tickets;
 - f. Preparation of payment request for approval by the City;
 - g. Assuring appropriate silvicultural procedures are followed; and
 - h. Compliance with all applicable rules and regulations, including but not limited to, any and all state and/or federal environmental regulations as now or may be in effect during the life of this contract.
6. Preparation of the forest products harvest tax forms.

The Consultant shall also keep the City periodically informed of all activities occurring on City property and will coordinate activities on the City property through the appropriate City staff members. The Consultant should expect to attend at least one City Council meeting during the year to update the Council on activities occurring on City property.

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C

Terms of Compensation

MASTER RATE TABLE

Name	Job Classification	MB&G Standard Hourly Rates	MB&G St Helens Hourly Rates
Erin VanDehey	Environmental Scientist 5	205.00	
Stuart G. Myers	Environmental Scientist 5	188.00	
Wendy H. Wente	Environmental Scientist 5	183.00	
C. Daniel Covington	Environmental Scientist 4	156.00	
Jesse Roper	Environmental Scientist 2	95.00	
Emily Yokum	Environmental Scientist 2	95.00	
Kate Custer	Environmental Scientist 1	80.00	
Ray Lauchlan	Environmental Scientist 1	88.00	
Kerry G. Halligan	GIS Analyst / Developer 5	202.00	
Jessica B. Desrocher	GIS Analyst / Developer 4	150.00	\$ 130.00
Janet M. Hoyt	GIS Analyst / Developer 4	155.00	\$ 130.00
Kirk Kolstad	GIS Analyst / Developer 4	91.74	
Tyler V. Bax	GIS Analyst / Developer 3	130.00	\$ 110.00
David Greenberg	GIS Analyst / Developer 3	72.57	
Margaret Pettygrove	GIS Analyst / Developer 3	79.72	
Taylor E. Wille	GIS Analyst / Developer 2	106.00	\$ 95.00
Matthew Brandenburg	GIS Analyst / Developer 2	106.00	
Brian Bowers	GIS Technician 1	67.54	
Connor Stephens	GIS Technician 1	70.63	
Steve Gordon	Accounting Manager	160.00	
Derek C. Schlicke	Admin Assistant 2	88.00	\$ 80.00
Melinda Wright	Admin Assistant 2	85.00	\$ 80.00
Alexander Tribunsky	Admin Assistant 1	63.00	
RaynaLee Mills	Admin Assistant 1	63.00	
Robert P. Galliano	CRM Forester 4	142.00	
Sara Jones	CRM Forester 4	142.00	
Nicholas Coleman	CRM Forester 3	119.00	
Cassandra Kuennen	CRM Forester 3	98.00	
Michael J. Aguilar	CRM Forester 2	80.00	
Jennifer Barnett	CRM Forester 2	126.00	
Alan Burfield	CRM Forester 1	79.00	
Michael Brown	CRM Forester 1	63.00	
Richard Morgan	CRM Forester 1	75.00	
Ben Post	CRM Forester 1	90.00	
Michael Premlinger	CRM Forester 1	98.00	
Antonio Rodriguez	CRM Forester 1	63.00	
Talia Stewart	CRM Forester 1	88.00	
Nathan Vik	CRM Forester 1	75.00	
Peter J. Mastenbroek	CRM Forester 3	136.00	
Edith Dooley	CRM Forester 3	125.00	
Phil Bailey	Forest Planning 5	160.00	
Zachary M. Dewees	Forest Planning 4	160.00	
Brandon Kelly	Forest Planning 3	120.00	
Julie Westlake	Forest Planning 1	78.00	
Kendrick Greer	Forest Planning / Economics 4	155.00	
Thomas Barbault	Forest Planning / Economics 3	133.00	
Norma Logan	Admin Assistant 1	70.00	
Andrew M. Burrow	Inventory & Biometrics 4	155.00	\$ 140.00
Donald A. Gagliasso	Inventory & Biometrics 4	155.00	
Douglas W. Larmour	Inventory & Biometrics 4	155.00	
Kate Parker	Inventory & Biometrics 3	132.00	
Josh Bankston	Inventory & Biometrics 2	102.00	\$ 95.00
Steven F. Ziegler	Forester 5	160.00	
Nikolai Hall	Forester 4	130.00	
Michael J. Deigan	Forester 2	102.00	
Ben Friman	Forester 2	94.00	
Brent R. Keller	Forester 5	160.00	\$ 140.00
Stuart T. Smith	Forester 5	146.00	\$ 95.00
Nicholas Augsburg	Forester 2	103.00	\$ 95.00
Joseph Nelson	Forester 1	94.00	\$ 85.00
Barbara K. DeJager	Admin Assistant 2	96.00	\$ 90.00
Roger G. Lord	Principal	200.00	
Michael L. Lester	Principal	190.00	
Mark L. Rasmussen	Principal	190.00	\$ 100.00
James R. Schriever	Principal	190.00	
Reggie T. Fay	Principal	190.00	

MB&G St Helens Rates: Custom rates for personnel most commonly working for City of St Helens

MB&G Standard Rates: For personnel that do not generally work for City of St Helens

City of St. Helens
LEASE FOR OPERATION OF ST. HELENS SENIOR CENTER

This LEASE, made and entered into the 17th day of June 2020, between the **CITY OF ST. HELENS, OREGON**, a municipal corporation, hereinafter referred to as (“Owner”), and **SENIOR CENTER, INC.**, an Oregon nonprofit corporation, hereinafter referred to as (“Operator”).

RECITALS

- A.** The City of St. Helens recognizes the St. Helens Senior Center Inc. as a community asset; and
- B.** The City of St. Helens desires to support senior services in our community by providing facilities, maintenance, and general support towards the operations of the St. Helens Senior Center; and
- C.** Operator acknowledges that it neither has nor makes any claim of ownership of a kind or nature to the real property which is the subject of this Lease known as the St. Helens Senior Center.

AGREEMENT

Based upon the above recitals and the mutual covenants and agreements contained herein, Owner grants to Operator an exclusive tenancy to operate and manage the St. Helens Senior Center building located at 375 South 15th Street, St. Helens, Oregon, for the term stated in this Lease and subject to the authority and control of Owner and to the conditions of this Lease.

- 1. Term.** The term of this Lease shall commence upon execution of this Lease and continue for sixty (60) months.
- 2. Consideration.** As consideration for this Lease, Operator shall maintain operation of the St. Helens Senior Center at least Monday through Friday, excluding public holidays, inclement weather conditions, or other unexpected emergencies.
- 3. Renewal of Occupancy.** Owner agrees to discuss with Operator an extension of this Lease for an additional term. Operator shall notify Owner in writing of its desire to renew this Lease prior to the first day of the fifty-sixth (56) month of the Lease. Thereafter, Owner, or its designee, and Operator, acting through a designated agent, shall meet to discuss the renewal of this Lease with the terms and conditions of renewal. Agreement for renewal shall be reached by the last day of the fifty-eighth (58) month of the term of this Lease or any subsequent Leases. If agreement has not been reached, a mutually agreed upon extension will be permitted pursuant to Section 15.
- 4. Control.** The Owner shall have the ultimate authority to make all decisions with respect to the management and operation of the Senior Center and in accordance with the

Building Use and Rental Policy, in the form attached hereto as Exhibit A and incorporated by reference, as adopted by the Operator and approved by the Owner.

5. Semiannual Reports.

5.1 Operator shall make written reports to the Owner's City Recorder regarding the operation of the Senior Center every six months. The written reports shall be received in the office of the City Recorder within thirty (30) days of the end of each six-month period. Each report shall cover the following topics together with any other significant information relating to the Senior Center.

5.1.1 Current and projected financial status.

5.1.2 Condition of premises and anticipated repairs.

5.1.3 Individuals, groups and organizations having used the facilities.

6. Obligations of Operator.

6.1 Operator shall be obligated to pay or provide the following during the term of this Lease.

6.1.1 All taxes upon Operator's personal property on the premises, including fixtures.

6.1.2 All charges for heat, light, power, garbage and other services or utilities, except sewer and water charges, used in the premises.

6.1.3 All exterior grounds and landscaping maintenance and care, building interior cleaning and maintenance, and all supplies necessary for these operations. Owner may provide general mowing of grounds as part of their park maintenance program.

6.1.4 All amounts for expenses incurred by Owner in discharging Operator's obligations, if any.

6.1.5 All other amounts which Operator is required to pay by any other provisions of this Lease.

6.1.6 Any interior redecorating.

6.1.7 Any repairs necessitated by negligence of Operator, Operator's agents, employees, and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement.

6.1.8 Any repairs or alterations required under Operator's obligation to comply with laws and regulations as set forth in Section 8.1.1.

6.1.9 Repair and maintenance of doors, windows and replacement of glass due to operator negligence.

6.1.10 All other repairs to the premises which Owner is not specifically obligated to make.

6.2 Owner shall have the right to inspect the premises at any reasonable time to determine the necessity of repair. Whether or not such inspection is made, the duty of the Owner to make repairs as provided for in this Lease shall not mature until a reasonable time after Owner has received notice from Operator that the repairs are required. Such notice shall be followed promptly by a written description of the scope and extent of damages and the repairs perceived to be necessary. Operator shall keep a written record of damage and actions initiated to repair damage and shall submit a copy of such record to Owner.

7. Obligations of Owner. The following shall be the obligation of the Owner:

7.1 Sewer and water use charges.

7.2 Structural repairs, and maintenance and repairs necessitated by structural disrepair or defect not the responsibility of Operator under Section 6.1.7.

7.3 Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of faulty construction or failure of the Owner to keep the structure in proper repair.

7.4 All repairs or restoration made necessary by fire or by reason of war, terrorism, or by earthquake or other natural casualty, vandalism, malicious mischief and all other risks covered by Owner's property insurance, with an extended coverage endorsement, in force at the time of loss.

7.5 All maintenance and repair of the heating and air conditioning system.

7.6 Repairs and maintenance that include painting of the exterior walls and roof and exterior water, sewage, gas and electrical services up to the point of entry to the premises.

7.7 Pest control in and outside the premises on a regular maintenance schedule.

7.8 Plumbing and electrical repairs not easily corrected by operator.

8. Use of Premises.

8.1 The primary purpose of the St. Helens Senior Center is to provide a physical facility for the providing of services to elderly people of the community including, but not limited to, a daily meal program, a home delivered meal program, social and recreational activities, educational activities and assistance with transportation programs. To implement that purpose, a Building Use and Rental Policy shall be prepared by Operator and submitted to Owner for modification, amendment, addition, deletion, approval and adoption. In connection with the use of the premises, Operator shall:

8.1.1 Conform to all applicable laws and regulations of a public

authority affecting the premises and the use thereof and to correct at Operator's expense any failure of compliance created through Operator's fault or by reason of Operator's use. Operator shall not otherwise be required to make expenditures to comply with any laws or regulations.

8.1.2 Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate or would prevent Owner from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Owner to obtain reduced premium rates for long-life insurance policies, unless the Operator pays the additional costs of the insurance.

8.1.3 Refrain from any use which would be reasonably offensive to the Owner, other tenants or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.

9. Alterations.

9.1 Operator shall make no major improvements or alterations on the premises of any kind without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

9.2 All improvements and alterations performed on the premises by either Owner or Operator shall be the property of Owner when installed unless the Owner consents otherwise in writing.

10. Damage and Destruction.

10.1 If the premises are partially damaged or destroyed the property shall be repaired as follows:

10.1.1 If the damage is caused by a risk which could be covered by a standard fire insurance policy with an endorsement for extended coverage, vandalism and mischief, repair shall be at the expense of the Owner whether or not the damage occurred as the result or fault on the part of the Operator.

10.1.2 If the damage occurred from a risk which could not be covered by insurance of the kind described in 10.1.1 above, repairs shall be at the expense of the Owner unless the damage was the result or the fault of the Operator, in which case the Operator shall have the obligation to repair.

10.1.3 In any event, repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of the party responsible.

11. Liability to Third Persons.

11.1 Except with respect to activities for which the Owner is responsible, the Operator shall pay as due all valid claims for work done and for services rendered or material

furnished to the premises and shall keep the premises free from any liens. If Operator fails to pay any such valid claims or to discharge any lien, Owner may do so. The amount paid by Owner shall bear interest at the rate of ten (10) percent per annum from the date billed by the Owner and shall be payable on demand. Such action by Owner shall not constitute a waiver of any right or remedy which Owner may have on account of Operator's default.

11.2 Operator may withhold payment of any claim in connection with a good faith dispute over the obligation to pay so long as Owner's property interests are not jeopardized. If a lien claim is filed as a result of nonpayment, Operator shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Owner cash or a sufficient corporate surety bond or other security satisfactory to Owner in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

11.3 Operator shall save, hold harmless, indemnify and defend Owner from any claim, loss or liability arising out of or related to any activity of Operator on the premises. Operator's duty to indemnify shall not apply to or prevent any valid claim by Operator against Owner for injury or damage to Operator or Operator's property for which Owner may be liable.

12. Insurance.

12.1 During the term of this tenancy, Operator shall procure and thereafter during the term of this Lease shall continue to carry the following insurance with Owner named as an additional insured:

12.1.1 Public liability and property damage insurance in a responsible company with limits of not less than those stated in the Oregon Tort Claims Act. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to Owner prior to any change or cancellation shall be furnished to Owner prior to Operator's occupancy of the property.

12.2 Operator shall keep the premises insured at its full insurable value at Operator's expense against fire and other risks covered by a standard fire insurance policy. Such insurance shall not insure Operator's separate property on the premises against such risks. Within thirty (30) days after billing, Operator shall reimburse Owner for all insurance premiums paid by Owner.

12.3 Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if the other party was required to obtain such insurance and such insurance was obtainable at the time of such loss for damage.

13. Assignment and Sublease.

13.1 No part of the leased property may be assigned, mortgaged or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means by Operator without prior written consent of Owner. This provision shall apply to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executors, and legatees. No consent in one instance shall prevent the provision

from applying to a subsequent instance.

13.2 Operator shall have the right to make the premises available for temporary use to third persons or organizations and shall have the right to retain all donations and charges resulting from the use of the premises by third persons or organizations. However, with respect to third parties whose use would not be associated with the use of the property, as that concept is defined in Section 8, operator shall adhere to Owner's policies for the use of City facilities by third persons or organizations. In addition, no building use permit shall be issued to an individual, group or organization that will be charging admissions or fees for profit except by special arrangement by Operator to allow certain services provided by professionals with a portion of the proceeds donated to the Operator for use of the facility. Use of the building will be to further the public good and benefit the community in the arts, social endeavors, and other worthwhile projects.

14. Termination.

14.1 This Lease shall terminate at the end of the initial term or such additional terms as may be agreed upon between the parties in accordance with this Lease.

14.2 This Lease shall terminate earlier if at any time Operator breaches any of the terms of this Lease. Such breach shall be specified by Owner to Operator in writing and Operator shall have sixty (60) days within which to cure such breach or such additional period of time as may be agreed upon by Owner in writing. If the breach has not been remedied within the time specified in this section, notice of termination may be given by Owner to Operator in writing at a time after the date upon which such breach should have been remedied. The notice of termination shall specify a date by which Operator shall surrender the premises which date shall not be sooner than thirty (30) days from the date of notice of termination.

14.3 Operator shall have the right to terminate the Lease upon a breach of this Lease by Owner in the same manner and subject to the same conditions as are set forth in the immediately preceding paragraph. The right of either party to terminate the Lease upon its breach shall not constitute the exclusive remedy for such breach, and the injured party shall have the right to recover damages, equitable remedies, or both.

15. Surrender at Expiration.

15.1 Condition of Premises. Upon expiration of the term or earlier termination on account of default, Operator shall deliver all keys to the Owner and surrender the premises in first-class condition and broom clean. Alterations constructed with permission from the Owner shall not be removed or restored to the original condition unless the terms of permission for the alterations so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored, but all repairs for which the Operator is responsible shall be completed to the latest practical date prior to such surrender. The Operator's obligations under this paragraph shall be subordinate to the provisions of Section 10 of this Lease.

15.2 Fixtures.

15.2.1 All fixtures placed upon the premises during the term, other than

Operator's trade fixtures, shall become the property of the Owner. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, furnishings, and equipment shall remain the property of the Operator if placed on the premises by Operator.

15.2.2 If the Owner so elects, the Operator shall remove any or all fixtures which would otherwise remain the property of the Owner, and shall repair any physical damage resulting from the removal. If the Operator fails to remove such fixtures, the Owner may do so and charge the cost to Operator with interest at ten (10) percent per annum from the date of billing. The Operator shall remove all furnishings, furniture, and equipment which remain the property of the Operator. If the Operator fails to do so, this shall be an abandonment of the property, and the Owner may retain the property and all rights of the Operator with respect to it shall cease or, by notice in writing given to Operator within twenty (20) days after removal was required, the Owner may elect to hold the Operator to his obligation of removal. If the Owner elects to require the Operator to remove, the Owner may effect a removal and place the property in public storage for the Operator's account. The Operator shall be liable to the Owner for the cost of removal, transportation to storage, and storage with interest at ten (10) percent per annum on all such expenses from the date of billing by Owner.

15.2.3 The time for removal of any property which the Operator is required to remove from the premises upon termination shall be as follows:

15.2.3.1 On or before the date the Lease terminates because of expiration of the original or a renewal term or upon default.

15.2.3.2 Within thirty (30) days after notice from the Owner requiring such removal where the property to be removed is a fixture which the Operator is not required to remove except after such notice by the Owner, and such date would fall after the date on which the Operator would be required to remove other property.

15.3 Holdover.

15.3.1 If the Operator does not vacate the premises at the time required, the Owner shall have the option to treat the Operator as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term and removal. Failure of the Operator to remove fixtures, furniture, furnishing or trade fixtures and equipment which the Operator is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed will substantially interfere with occupancy of the premises by another Operator or with occupancy by the Owner for any purpose including preparation for a new Operator.

15.3.2 If a month-to-month tenancy results from a holdover the Operator under this paragraph, the tenancy shall be terminable at the end of any monthly period on written notice from the Owner given not less than thirty (30) days prior to the termination date which shall be specified in the notice. Operator waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

16. Miscellaneous.

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action or arbitration is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees both on trial and appeal, if any.

16.3 Succession. Subject to the above-stated limitations on transfer of Operator's interest, this Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument on the date and year first hereinabove written.

OWNER:
CITY OF ST. HELENS
A Municipal Corporation

OPERATOR:
SENIOR CENTER, INC.
An Oregon Non-Profit Corporation

By: _____
Rick Scholl, Mayor

By: _____
President

Print Name: _____

By: _____
John Walsh, City Administrator

By: _____
Secretary

Print Name: _____

EXHIBIT A

St. Helens Senior Center, Inc.
 A 501c3 organization – IRS ID# 93-0722366
 375 SOUTH FIFTEENTH STREET
 P.O. BOX 692 (Mailing Address)
 ST. HELENS, OR 97051-0692
 (503) 397-3377 - FAX (503) 397-4795



APPLICATION FOR USE OF BUILDING

 Name of Individual, Group, or Organization

 Contact Person

 Address (residence and post office number if applicable), City, State, and Zip Code

 Telephone Number

 Cell Number

 E-Mail Address

 Purpose of Use:

 Date of Use:

 Time: From _____ AM / PM (circle one)
 To _____ AM / PM (circle one)

 Estimated Attendance: _____ people (Dining room occupancy limit 162; entire building 450)

 Will there be an admission charge or fee? Yes* ☐ No ☐

 *If yes, proceeds will be used for:

Please note that no building use permit can be issued to an individual, group, or organization that will be charging admissions or fees with the primary purpose of private monetary gain.

AVAILABLE DAYS AND HOURS for use of the Center will be determined by the current SHSC Activities Schedule and availability of Center staff. Music and other loud noise must conclude by 9:00 p.m.

FEES:

Use of dining room or conference room (including use of kitchenette if needed): \$75/hr. (maximum 8 hours; set-up and cleanup time is included) A \$150 reservation deposit (to be applied to usage fees) and refundable cleaning deposit is required. Building and contents must be returned to their proper order and cleanliness to receive a refund. The Board of Directors and Executive Director reserve the right to adjust and/or waive fees on a case-by-case basis.

Use of Main (Commercial) Kitchen: \$300 additional. (Use must be approved by the Board of Directors or Executive Director, and Users must adhere to specific rules of sanitation as required by health codes for public places. A kitchen staff person must be available to instruct how to use dishwasher, stove/oven, warming tables, etc.)

I have read, understand, and agree to the rules on the reverse side of this form and agree to be responsible for enforcement of the rules and regulations associated with the use of the Center.

User hereby releases the St. Helens Senior Center and the City of St. Helens (owner of the building), including their officers, agents, and employees from all damages, losses, claims, expenses, actions or causes of action, which User may incur or become entitled to by reason of use of the building.

 Signature of Applicant

 Date

POLICY, RULES, AND REGULATIONS FOR USE OF ST. HELENS SENIOR CENTER

1. Written application for use of the building must be made at least fifteen (15) days in advance of the date requested for use, when applicable. All functions conducted in the building must not be in violation of City regulation or ordinance, State or Federal law, rules, and regulations, or local governing authority having jurisdiction.
2. Smoking will not be permitted in the building.
3. No beer, wine, champagne, or hard liquor is allowed in the building or on the premises. It is recommended that a non-alcoholic sparkling cider be used for toasting in lieu of champagne.
4. The office receptionist area, game room (and pool table), and the crafts/quilting room are off-limits.
5. Wheelchairs and other equipment are not to be played with.
6. Only non-marking tape may be used for putting up decorations. No pictures, decorations, flowers, plants, etc. may be removed or covered without special permission. Absolutely no glitter or confetti allowed.
7. All tables and chairs must be replaced in original order. Additional tables and chairs are available if necessary, but setup and replacement are the responsibility of renter.
8. User is responsible for all damages and repairs to the building (interior and exterior). Repairs will be made by authorized personnel only and paid for by deposit and/or an additional billing.
9. The Center is not responsible for items left in the building.
10. Children must be supervised at all times.
11. Spills must be cleaned up from chairs and floor as soon as possible. Absolutely no food or drink is allowed on wooden dance floor unless prearranged and floor is protected with covering.
12. For safety reasons, nothing shall block exit doors. Doors shall remain closed to ensure heating/air conditioning system works properly. Absolutely no windows are to be opened.
13. At the end of the event, User must examine premises with authorized individual before leaving the building. Although the housekeeper will do a thorough cleaning of the hall after the rental, it is important to remove all trash from Senior Center premises (sorry, but our trash containers are not available), clean the tables, put chairs and tables back the way they were, and clean up decorations, etc.
14. Deposits are required prior to all uses. Reservation is valid upon receipt of deposit.
15. Users must be 18 years of age or older.
16. Distribution of political or campaign type materials or the presentation of political speeches shall not be permitted in the facility except in connection with organized functions such as candidate fairs or town meetings, and on those occasions when both or all sides of political issues are extended an equal opportunity to be heard.
17. The St. Helens Senior Center retains the right to reserve the hall for its purposes. These reservations may usurp a previous reservation if necessary. Any collected fees will be refunded.

INTERGOVERNMENTAL AGREEMENT

Between PORT OF COLUMBIA COUNTY and CITY OF ST. HELENS

This Intergovernmental Agreement ("IGA"), is entered into as of this _____ day of _____, 2020, by and between the Port of Columbia County ("Port") and the City of St. Helens ("City") for the purpose of Port performing broker services on behalf of City in order to assist in marketing City-owned industrial properties for economic development activities.

RECITALS:

- A. Port is an Oregon Port district authorized to conduct economic development activities pursuant to the terms of ORS Chapter 777.
- B. City is a local government governed by the St. Helens City Charter and Municipal Code.
- C. City owns numerous industrial sites which the Port will be able to assist in marketing for economic development activities.
- D. Both parties wish to enter into an IGA to work together to market City-owned industrial properties, and are authorized to do so pursuant to ORS 190.003 to ORS 190.1110.

NOW THEREFORE, the parties agree as follows:

1. TERM

This IGA shall be effective only upon approval by a majority vote of both the Port of Columbia County Commission and the City of St. Helens City Council. The IGA shall remain in effect for a period of one (1) year and automatically renew for an additional five years. Notwithstanding the foregoing, either Party may terminate this Agreement at any time by written notice delivered as outlined in Section 9, "Notices." Such termination notice shall become effective immediately upon receipt.

2. COMPENSATION FOR ADMINISTRATIVE EXPENSES

City shall compensate Port for administrative expenses such as staff time spent marketing City properties based upon each Port staff member's hourly billing rate and any associated marketing expenses. Both parties will use best efforts to discuss billing on a regular basis, particularly if Port staff is spending significant time on a particular marketing activity or project. At the end of the one (1) year period of this IGA, and annually thereafter, Port will provide an itemized billing to the City for such administrative expenses, unless otherwise agreed between the parties. If a transaction proceeds in the direction of the sale of a specific property (rather than a lease), then the parties will negotiate a separate agreement for that specific sales transaction.

3. PORT BROKER SERVICES

Port shall act as a non-exclusive broker on behalf of the City in order to market City-owned industrial properties, under the general direction of City. In performing its obligations under this IGA, Port and its agents shall comply with prudent industry practice. Port shall perform all services under this IGA as an independent contractor and not that of an employee, servant, joint venturer or partnership.

Port shall be solely liable for any federal or state taxes or withholdings, any labor-related governmental payments, or fringe benefits, and shall indemnify City from all such taxes, withholdings, or benefits, or other labor-related governmental payments. Nothing contained in the foregoing is intended to affect City's responsibility as owner of the City-owned properties for complying with all state and federal laws, and all rules and regulations applicable to such ownership.

4. LIMITS OF PORT BROKER SERVICES

City understands and agrees that Port agrees to use best efforts to work diligently to promote industrial real estate on behalf of City, subject to some limits on the Port's ability to market such properties. Such limits include, but are not limited to, limits on Port staff time to work on behalf of City. City understands and agrees that the amount of time spent and type of work performed by Port on behalf of City is in the sole discretion of Port. City further understands that Port shall not be expected or required to render specialized professional services to City such as detailed property inspections, land use or title analysis, tax advice, environmental risk evaluation, environmental remediation, or environmental cleanup. City shall be expected to engage and pay for the above-listed professional services as well as all other professional services not performed by the Port.

5. INDEMNIFICATION

Subject to the procedures and limitations of the Oregon Tort Claims Act, but without in any way limiting the applicability or availability of the insurance provided pursuant to this Agreement, Port agrees to protect, indemnify and hold harmless City, its City Council, directors, officers, employees, agents, and representatives, against and from any and all loss, claims, actions, or suits, including costs and attorneys' fees, at trial and upon any appeal, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction of property belonging to Port, City, or others resulting from: (a) any negligence whatsoever on the part of Port or any of its Commission, directors, officers, agents, contractors, employees, sublessees, licensees, or invitees in connection with this Agreement; or (b) any failure on the part of Port to perform or comply with any of the terms, provisions, or conditions in connection with this Agreement.

Subject to the procedures and limitations of the Oregon Tort Claims Act, but without in any way limiting the applicability or availability of the insurance provided pursuant to this Agreement, City agrees to protect, indemnify and hold harmless Port, its Commission, directors, officers, employees, agents, and representatives, against and from any and all loss, claims, actions, or suits, including costs and attorneys' fees, at trial and upon any appeal, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction of property belonging to Port, City, or others, resulting from: (a) any negligence whatsoever on the part of City or any of its City Council, directors, officers, agents, contractors, employees, sublessees, licensees, or invitees in connection with this Agreement; or (b) any failure on the part of City to perform or comply with any of the terms, provisions, or conditions in connection with this Agreement.

6. INSURANCE

Each party shall furnish evidence of the following liability insurance coverage within thirty (30) days of specific written request by the other party and shall keep such insurance in effect during the term of this Agreement. Such insurance shall provide that it is not cancelable without giving at least thirty (30) days prior written notice. Such insurance coverage shall be in a form and with an insurance carrier reasonably satisfactory to each party, as follows:

6.1 Comprehensive or Commercial General Liability insurance or a similar self-insurance program shall cover bodily injury, personal injury and property damage. Coverage limits shall be \$2,000,000 combined single limit for each occurrence and \$2,000,000 annual aggregate or \$2,000,000 on a per occurrence basis.

6.2 Automobile Liability insurance or similar self-insurance program with a coverage limit of \$2,000,000 combined single limit for each accident.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) REGARDING ANY PERFORMANCE OR FAILURE OF PERFORMANCE, HOWSOEVER CAUSED, UNDER THIS AGREEMENT.

8. GENERAL PROVISIONS

This IGA shall be governed and construed according to the laws of the State of Oregon. Jurisdiction is in Columbia County Oregon. Port and City are the only parties to this IGA and as such are the only parties entitled to enforce its terms. Time is of the essence in the performance of and adherence to each and every covenant and condition of this IGA. Port and City each warrant and represent to one another that this IGA constitutes a legal, valid and binding obligation of that party and that the individuals executing this IGA have full and lawful authority to execute this IGA on behalf of the entity for whom they are acting.

9. NOTICES

All notices required or desired to be given under this IGA shall be in writing and may be delivered by personal delivery or by deposit in the United States mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

Port of Columbia County
P.O. Box 190
Columbia City, OR 97018

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

or such other addresses as may be designated by either party by written notice to the other, including electronic mail ("email") if both parties consent in writing to such notice by email reply and receipt is confirmed in writing. Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery; any notice delivered by mail as set forth in this IGA shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this notice provision.

IN WITNESS WHEREOF, Port and City have executed this IGA as of the day first written above.

PORT OF COLUMBIA COUNTY

CITY OF ST. HELENS

By: _____
Doug Hayes, Executive Director

By: _____
John Walsh, City Administrator

City of St. Helens
PERSONAL SERVICES AGREEMENT

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

RECITALS

A. The City is in need of immediate administrative assistance due to a backlog of reports and Contractor is qualified and prepared to provide such services.

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

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to Police Department Administrative services, and Contractor accepts such engagement. The principal contact for Contractor shall be TimmiSue Hald, phone: _____.

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

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on July 31, 2020. The City reserves the exclusive right to extend the contract for a period of two (2) months in two (2) month increments. Such extensions shall be in writing with terms acceptable to both parties.

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

5. Payment.

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

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the

undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

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

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

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

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

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

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

CONTRACTOR: TimmiSue Hald
PO Box 28
St. Helens, OR 97051

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

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

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

10. Insurance.

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

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

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

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

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

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

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

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

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

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

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

17. Compliance with Law.

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

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

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

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

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

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

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

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

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

22. Default.

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

diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

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

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

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

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

24. Inspection and Audit by the City.

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

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

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

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

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

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

CITY:

CITY OF ST. HELENS

Council Meeting Date: 6-17-2020

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

TimmiSue Hald

Signature: _____

Print: _____

Title: _____

Date: _____

ATTACHMENT A
Scope of Work, Performance Expectations and Compensation

Beginning June 22, 2020, and continuing until July 31, 2020 or otherwise provided in the contract documents, Contractor will provide administrative support and assistance to the City of St. Helens consisting of the following:

SCOPE OF WORK

Assisting the Police Records Specialist with administrative support to include, but not limited to, records processing, citation processing, LEDS entries, and various other records administration duties.

PERFORMANCE EXPECTATIONS NOT IDENTIFIED ELSEWHERE IN THE SCOPE OF WORK

Attendance and dependability: Contractor will report to the Police Department at scheduled times; will return phone calls and emails within reasonable time; will work conscientiously, accurately, and thoroughly.

Proper attire: Contractor will wear appropriate attire while on City of St. Helens government premises.

Communication: A copy of any written professional correspondence will be kept in the Police Department files or a separate binder with all professional correspondence.

Professional relationships: Establish and maintain professional working relationships with Police Department personnel, City officials, and the public.

Availability: Be generally available to communicate with and answer questions of City officials and Police Department employees.

COMPENSATION

Contractor will provide such services as an independent contractor and not as an employee. She shall be entitled to receive an hourly rate of \$24 (twenty-four) per hour for her services to St. Helens. All hours of work shall be approved by the City in advance of performance.

Any business licenses requirements associated with contract's services provided specifically and limited thereof to this contract will be paid by the City.

Consistent with section 10 of this agreement the City agrees to pay for any City required insurance premium costs. Such premium costs have been considered in the calculation of the hourly rate of pay in this agreement.

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES/NO
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable, please initial here _____. State the reason it is not applicable: _____		YES/NO
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES/NO

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

CONTRACT PAYMENTS

City Council Meeting
June 17, 2020

Black Rock Underground, LLC

Project: 2020 Sanitary Sewer Rehab (PR#1)

\$

63,488.50



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

Payment Request #1

CONTRACTOR:

Black Rock Underground, LLC
267 NE 34th Place
Hillsboro, OR 97124

PROJECT: 2020 Sanitary Sewer Rehabilitation Project

PROJECT #: S-667

DATE: 6/8/2020

DEPARTMENT: Engineering

Total Contract Amount	\$140,498.00	Total Earned This Month	\$66,830.00
Total Amount Earned To Date	\$66,830.00	Less 5% Retainage	\$3,341.50
Previous Payment Requests			
Less Total of Previously Earned			\$0.00
Total Retainage of Previous Payments			\$0.00

Total Amount Due \$63,488.50

Bid Item No.	Description	Unit	Qty	Contract Unit Price	Contract Price	Work Completed Prior to This Pay Period		Work Completed This Pay Period	
						Total Quantity Completed To-Date	Total Contract Earned To- Date	Quantity Completed This Pay Period	Total Contract Earned This Pay Period
1	Mobilization, Bonds, Insurance, and Demobilization	LS	1	\$2,000.00	\$2,000.00	0.00	\$0.00	0.50	\$1,000.00
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$2,500.00	\$2,500.00	0.00	\$0.00	0.70	\$1,750.00
3	8-inch Diameter Cured-in-Place Pipe Liner Installed in 8-inch Diameter Sewer Pipe	LF	82	\$235.00	\$19,270.00	0.00	\$0.00		\$0.00
4	8-inch Dia. HDPE Pipe Installed by Pipe Bursting Method in 8" or 6" Dia. Sewer Pipe	LF	110	\$115.00	\$12,650.00	0.00	\$0.00		\$0.00
5	Rehabilitate 8-inch Diameter Sewer on Cedar Oak Street								
	(Opt 1): by Pipe Bursting Method	LF	225	\$80.00	\$18,000.00	0.00	\$0.00	225.00	\$18,000.00
	(Opt 2): by Cured-in-Place Pipe Lining Method	LF	225	\$0.00	\$0.00	0.00	\$0.00		\$0.00
	(Opt 3): By Open-cut Pipe Replacement Method	LF	225	\$0.00	\$0.00	0.00	\$0.00		\$0.00
6	8-inch Dia. Sewer Point Repair in ODOT's R-O-W	LS	1	\$6,800.00	\$6,800.00	0.00	\$0.00		\$0.00
7	30-inch Diameter Sanitary Sewer Point Repair								
	(Opt 1): by Trenchless CIPP Pipe Liner Method	EA	3	\$0.00	\$0.00	0.00	\$0.00		\$0.00
	(Opt 2): by Open-cut Pipe Replacement Method	EA	3	\$3,200.00	\$9,600.00	0.00	\$0.00		\$0.00
8	48-inch Diameter Manhole to Replace Existing Manhole	EA	2	\$4,600.00	\$9,200.00	0.00	\$0.00		\$0.00
9	Rehabilitate 48-inch Diameter Manhole, Complete	EA	7	\$2,700.00	\$18,900.00	0.00	\$0.00	5.00	\$13,500.00
10	Replace Manhole Frame & Cover, Complete	EA	1	\$1,140.00	\$1,140.00	0.00	\$0.00		\$0.00
11	Bench and Channel 48" Dia. Manhole, Complete	EA	1	\$1,200.00	\$1,200.00	0.00	\$0.00		\$0.00
12	Replace Exist. Sewer Cleanout with New C/O	EA	1	\$1,500.00	\$1,500.00	0.00	\$0.00		\$0.00
13	Install Inside drop Assembly	EA	1	\$1,900.00	\$1,900.00	0.00	\$0.00		\$0.00
14	Reconnect Sanitary Sewer Laterals	EA	12	\$2,800.00	\$33,600.00	0.00	\$0.00	6.00	\$16,800.00
15	Temporary Removal and Reinstallation of Fence	LF	30	\$10.00	\$300.00	0.00	\$0.00		\$0.00
16	Installation of New Fence	LF	10	\$15.00	\$150.00	0.00	\$0.00		\$0.00
17	Rock Excavation	CY	20	\$120.00	\$2,400.00	0.00	\$0.00		\$0.00
18	Post-Construction CCTV of Sewer mains and As-Built Survey, Complete	LS	1	\$2,500.00	\$2,500.00	0.00	\$0.00		\$0.00
Totals:					\$143,610.00		\$0.00		\$51,050.00

Contract Change Orders

CO Item No.	Description	Unit	Qty	Change Order Unit Price	Contract Price	Total Quantity Completed To-Date	Total Contract Earned To- Date	Quantity Completed This Pay Period	Total Contract Earned This Pay Period
CO-1	Replacement of Existing 8-inch Diameter Sewer by Pipe Bursting Method where Burst Pits are Required, Complete	LF	82	\$189.00	\$15,498.00	0.00	\$0.00	80.00	\$15,120.00
#3	8-inch Diameter Cured-in-Place Pipe Liner Installed in 8-inch Diameter Sewer Pipe	LF	-82	\$235.00	-\$19,270.00	0.00	\$0.00		\$0.00
T&M	Traffic Control T&M for Added MH Rehab on White Way and Columbia Blvd	HR	4	\$165.00	\$660.00	0.00	\$0.00	4.00	\$660.00
Totals:					-\$3,112.00		\$0.00		\$15,780.00

APPROVED FOR PAYMENT

INIT

DATE

ACCOUNTS PAYABLE

FINANCE

SUPERVISOR

6-10-2020

6-9-2020

CONTRACTOR'S APPLICATION FOR PAYMENT

TO: City of St. Helens - Engineering Department
265 Strand Street
St. Helens, OR, 97051
(503) 397-6272

PROJECT: 2020 Sanitary Sewer Rehabilitation

Project No: S-667

FROM: Black Rock Underground, LLC
267 N.E 34th Place
Hillsboro, OR. 97124

PAY APPLICATION NO. 1

Pay Application Period Ending: 06/08/2020

City Inspector Receipt Ticket #s: 527645 and 527647

		Change Orders Summary		
		Number	Additions	Deletions
1. Original Contract Amount	\$	143,610.00		
2. Net Changes to Contract	\$	15,780.00		
3. Total Contract Amount To-Date	\$	159,390.00		
4. Total Amount of Work Completed	\$	66,830.00		
5. Total Percentage of Work Completed	42%			
6. Retainage:				
5% of Completed Work				
7. Total Retainage	\$	3,341.50		
8. Total Amount Earned Less Retainage	\$	63,488.50		
9. AMOUNT DUE THIS APPLICATION	\$	63,488.50		
10. Balance to Finish Including Retainage	\$	92,560.00		
Totals		\$	-	\$
Net Changes		\$		-

CONTRACTOR'S CERTIFICATION:

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

Cory Moore

Contractor's Representative (Authorized Signature)

6/8/2020

Date

Payment Application No. 1

FOR PERIOD ENDING: 6/8/2020

PROJECT NAME:

2020 Sanitary Sewer Rehabilitation

CONTRACTOR:

Black Rock Underground, LLC

267 N.E 34th Place

PROJECT NUMBER:

Hillsboro, OR. 97124

S-667

INVOICE / RECEIPT NOS:

52764 and 527645

BID ITEM	DESCRIPTION	UNIT	QTY	UNIT CONTRACT PRICE	TOTAL CONTRACT PRICE	COMPLETED PRIOR TO PAY PERIOD			PREVIOUS BILLING		CURRENT BILLING	
						QUANTITY COMPLETED	AMOUNT BILLED TO DATE	PERCENT COMPLETED	QUANTITY COMPLETED	AMOUNT BILLED	QUANTITY COMPLETED	AMOUNT DUE THIS BILLING
1	Mobilization, Bonds, Insurance, and Demobilization	LS	1	\$ 2,000.00	\$ 2,000.00	0.50	\$ 1,000.00	50%		\$ -	0.50	\$ 1,000.00
2	Temporary Work Zone Traffic Control, Complete	LS	1	\$ 2,500.00	\$ 2,500.00	0.70	\$ 1,750.00	70%		\$ -	0.70	\$ 1,750.00
3	8-inch Diameter Cured in Place Pipe Liner Installed in 8" Diameter Sewer Pipe	LF	82	\$ 235.00	\$ 19,270.00	0.00	\$ -	0%		\$ -		\$ -
4	8-inch Diameter HDPE Pipe Installed by Pipe Bursting Method in 8" or 6" Diameter Sewer Pipe	LF	110	\$ 115.00	\$ 12,650.00	0.00	\$ -	0%		\$ -		\$ -
5	Rehabilitate 8-inch Diameter Sewer on Cedar Oak Street											
	(Opt 1): by Pipe Bursting Method	LF	225	\$ 80.00	\$ 18,000.00	225.00	\$ 18,000.00	100%		\$ -	225.00	\$ 18,000.00
	(Opt 2): by Cured-in-Place Pipe Lining Method	LF	225	\$ -	\$ -		\$ -	0%		\$ -		\$ -
	(Opt 3): By Open-cut Pipe Replacement Method	LF	225	\$ -	\$ -		\$ -	0%		\$ -		\$ -
6	8" Diameter Sewer Point Repair in ODOT's R-O-W	LS	1	\$ 6,800.00	\$ 6,800.00	0.00	\$ -	0%		\$ -		\$ -
7	30-inch Diameter Sanitary Sewer Point Repair											
	(Opt 1): by Trenchless CIPP Liner Method	EA	3	\$ -	\$ -		\$ -	0%		\$ -		\$ -
	(Opt 2): by Open-cut Pipe Replacement Method	EA	3	\$ 3,200.00	\$ 9,600.00	0.00	\$ -	0%		\$ -		\$ -
8	48" Dia Manhole to Replace Existing Manhole	EA	2	\$ 4,600.00	\$ 9,200.00	0.00	\$ -	0%		\$ -		\$ -
9	Rehabilitate 48-inch Diameter Manhole, Complete	EA	7	\$ 2,700.00	\$ 18,900.00	5.00	\$ 13,500.00	71%		\$ -	5.00	\$ 13,500.00
10	Replace Manhole Frame & Cover, Complete	EA	1	\$ 1,140.00	\$ 1,140.00	0.00	\$ -	0%		\$ -		\$ -
11	Bench and Channel 48-inch Diameter Manhole, Complete	EA	1	\$ 1,200.00	\$ 1,200.00	0.00	\$ -	0%		\$ -		\$ -
12	Replace Extg Sanitary Sewer Cleanout with New C/O	EA	1	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	0%		\$ -		\$ -
13	Install inside drop Assembly	EA	1	\$ 1,900.00	\$ 1,900.00	0.00	\$ -	0%		\$ -		\$ -
14	Reconnect Sanitary Sewer Laterals	EA	12	\$ 2,800.00	\$ 33,600.00	6.00	\$ 16,800.00	50%		\$ -	6.00	\$ 16,800.00
15	Temporary Removal and Reinstallation of Fence	LF	30	\$ 10.00	\$ 300.00	0.00	\$ -	0%		\$ -		\$ -
16	Installation of New Fence	LF	10	\$ 15.00	\$ 150.00	0.00	\$ -	0%		\$ -		\$ -
17	Rock Excavation	CY	20	\$ 120.00	\$ 2,400.00	0.00	\$ -	0%		\$ -		\$ -
18	Post-Construction CCTV of Sewer mains and As-Built Survey, Complete	LS	1	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	0%		\$ -		\$ -
TOTALS:					\$143,610.00		\$ 51,050.00			\$ -		\$ 51,050.00

CHANGE ORDER BID ITEMS

1	Time and materials for flaggers on M.H DE15 rehab per hour. 4 hour minimum	EA.	4	\$ 165.00	\$ 660.00	4.00	\$ 660.00	100%		\$ -	4.00	\$ 660.00
2				\$ -			\$ -	0%		\$ -		\$ -
3	Pipe bursting 8" HDPE on Maplewood	LF	80	\$ 189.00	\$ 15,120.00	80.00	\$ 15,120.00	100%		\$ -	80.00	\$ 15,120.00
TOTALS:					\$15,780.00		\$15,780.00			\$ -		\$ 15,780.00

PAY APPLICATION SUMMARY

ORIGINAL CONTRACT AMOUNT:	\$ 143,610.00
TOTAL CONTRACT AMOUNT:	\$ 159,390.00
TOTAL AMOUNT EARNED TO DATE:	\$ 66,830.00
TOTAL EARNED THIS MONTH:	\$ 66,830.00
5% RETAINAGE THIS MONTH:	\$ 3,341.50

AMOUNT DUE THIS PAY APPLICATION: \$ 63,488.50**PREVIOUS PAYMENT APPLICATIONS:**

PAY APP NO.	TOTAL BILLING	RETAINAGE	TOTAL AMOUNT PAID	DATE
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	



Black Rock Underground
 267 N.E 34th Place
 Hillsboro, OR 97124 US
 (503) 747-9312
 info@blackrockunderground.com
 http://www.blackrockunderground.com

Invoice

BILL TO

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

SHIP TO

City of St. Helens
 2020 Sanitary Sewer Rehabilitation
 Project No. S-667

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2056	06/05/2020	\$63,847.60	06/19/2020	Due upon completion	

SHIP DATE
 06/05/2020

SHIP VIA
 Email

TRACKING NO.
 Payment App. No. 1

SALES REP
 Cory Moore

ACTIVITY	QTY	RATE	AMOUNT
Mobilization Mobilization, Bonds, Insurance and Demobilization LS	0.50	2,000.00	1,000.00
traffic control Temporary Work Zone Traffic Control, Complete LS	0.70	2,500.00	1,750.00
8" Main Line Pipe Burst Rehabilitate 8" Diameter Sewer on Maplewood by Pipe Bursting LF	82	189.00	15,498.00
8" Main Line Pipe Burst 8-inch Diameter HDPE Pipe Installed by Pipe Bursting Method in 8" or 6" Diameter Sewer Pipe LF	0	115.00	0.00
8" Main Line Pipe Burst Rehabilitate 8-inch Diameter Sewer on Cedar Oak Street by Pipe Bursting	225	80.00	18,000.00
8" Point Repair 8" Diameter Sewer Point Repair in ODOT's R.O.W LS.	0	6,800.00	0.00
30" Point Repair 30" Diameter Sewer Point Repair EA.	0	3,200.00	0.00
48" S.S Manhole 48" Diameter Manhole to replace existing manhole EA	0	4,600.00	0.00
Rehab Manhole Rehabilitate 48" diameter manhole, complete EA.	5	2,700.00	13,500.00
Ticket # 527647 M.H's ND7, ND6, DE30, NCC9A Ticket# 527645 M.H DE15			
Manhole frame and cover Replace manhole frame & cover, complete EA	0	1,140.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
Manhole Channel restoration Bench and channel 48" diameter manhole complete EA.	0	1,200.00	0.00
Sanitary Sewer Clean out Replace existing sanitary sewer clean out with new C/O EA.	0	1,500.00	0.00
inside Drop Assembly Install inside drop assembly EA.	0	1,900.00	0.00
Reconnect Sanitary Sewer Laterals Reconnect Sanitary sewer laterals EA.	6	2,800.00	16,800.00
fence Temporary removal and re installation of fence LF	0	10.00	0.00
fence Installation of new fence	0	15.00	0.00
Rock Excavation CY	0	120.00	0.00
CCTV Post-Construction CCTV of Sewer mains and As-Built Survey, Complete	0	2,500.00	0.00
Time and Materials 2 flaggers, signs, cones and truck temporary traffic control for the manhole DE15 epoxy lining on Columbia and White Way. 4 hour minimum	4	165.00	660.00
Retention 5% retainer	1	-3,360.40	-3,360.40

BALANCE DUE

\$63,847.60

527645

CUSTOMER'S ORDER NO.

NAME

DEPARTMENT

DATE

ADDRESS

CITY, STATE, ZIP

SOLD BY

CASH

C.O.D.

CHARGE

ON ACCT.

MDSE. RETD.

PAID OUT

QUANTITY

DESCRIPTION

PRICE

AMOUNT

1

80x (9) 8" 1.1e burst

2

5/28/2020 5-2 MFR - MFR ✓

3

1ea (9) MFR Kabbab complete

4

col/blk/white w/ 5/29 ✓

5

225x (5) 8" 1.1e burst cedar oak ✓

6

6/2/2020

7

6 (14) Reconnect ss. lateral ✓

8

5-2 cedar oak st.

9

10

11

12

13

14

15

16

17

18

RECEIVED BY

MATERIALS AND SERVICES CONTRACT

BETWEEN: **City of St. Helens**, a municipal corporation of the State of Oregon (“City”)

AND: **CBM Systems, LLC** (“Contractor”)

DATED: _____

RECITALS

A. The City is in need of **Janitorial Services**, and Contractor is qualified and prepared to provide materials and services to fill that need.

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

NOW, THEREFORE, the parties mutually agree as follows:

1. Engagement. The City hereby engages Contractor to furnish the materials (“Materials”) and services (“Services”) specified in Attachment A, Scope of Work, attached hereto and incorporated herein by reference, and Contractor accepts such engagement. The principal contact on behalf of Contractor shall be **Kevin Davis**, phone **971-302-1786**.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A. Any changes to this Contract shall be in writing, signed by both parties, and shall be attached to and become a part of this Contract. The scope of work may include supplying “goods,” as defined in ORS 72.1050. References to “Work” herein refer to the provisions of both Materials (or goods) and Services.

3. Contract Documents.

3.1 The term “Contract Document” means this form, the Scope of Work, and any specifications, quotation, extensions, amendments, exhibits, and documents incorporated by reference.

3.2 This Contract shall constitute the entire agreement between the parties concerning the Materials and Services. References to “this Contract” or “the Contract” include all Contract Documents.

3.3 Each party shall notify the other party of inconsistencies in the Contract Documents. If inconsistencies occur, the document or provision that will result in a better quality of Services shall have priority. Amendments have priority over all other Contract Documents, including amendments of an earlier date. Specifications have priority over this form. This form and specifications have priority over the quotation. The City may issue a written interpretation to resolve any inconsistencies in the Contract Documents, which shall be binding on Contractor so long as such interpretation is not unreasonable.

3.4 If any term or provision of a Contract Document is held by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions will not

be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract Document did not contain the particular term or provision held to be invalid.

3.5 Notwithstanding Subsection 3.1, Contract Documents include any amendments or addenda issued by the City with the Request for Quotations that are attached to this form as attachments. After this Contract is signed, the Contract Documents may be changed only by written amendments signed by authorized representatives of both parties.

4. Contract Term.

4.1 The initial term of this Contract begins on **July 1, 2020** and ends on **June 30, 2021** ("Contract Term"). The parties may agree to extend the Contract Term for two (2) successive periods of twelve (12) months each. Such extension shall begin on the day following the end of the initial term or the first extension. Extensions must be set forth in writing and signed by authorized representatives of both parties. The party requesting the extension must deliver a request for extension at least sixty (60) days before the Contract Term is scheduled to end.

4.2 A schedule of performance may be included in the specifications.

4.3 Notwithstanding Subsection 4.1, this Contract may be terminated before the end of the Contract Term, as provided in the Contract Documents.

5. Approvals. If the Contract Documents require approval of any thing, act, or document, the request for approval and the response must be given by persons with proper authority under the Contract Documents in the same manner as notices under Section 6. Approval will not be withheld unreasonably.

6. Notices.

6.1 Notices required by this Contract must be given in writing by personal delivery or by United States mail, first-class postage-prepaid, unless some other means or method of notice is required by law.

6.2 All notices to the City must be directed to the City Administrator. The City's address for notices is:

City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens, OR 97051
(503) 397-6272

6.3 Contractor's address for notices is:
CBM Systems, LLC
Attn: Kevin Davis
7409 SW Tech Center Drive #100
Tigard, OR 97223
(971) 302-1786
KDavis@natmainco.com

6.4 Each party shall notify the other of any change of address for notices.

7. Contractor's Responsibility for the Work.

7.1 Time is of the essence on this Contract. Contractor shall perform the Work promptly and efficiently and in accordance with the provisions set forth in Attachment A. Contractor shall provide all labor, materials, tools, equipment and incidentals that are necessary for proper performance of the Work, including items that may be inferred from the specifications or from prevailing custom or trade usage as being necessary to produce the intended results.

7.2 Unless the specifications require certain means or methods, Contractor shall be responsible for the means and methods used for the Services.

7.3 Materials provided by Contractor must be of good quality and will be subject to the warranties provided by ORS 72.3120, ORS 72.3130, ORS 72.3140 and ORS 72.3150.

7.4 Contractor shall provide and properly supervise qualified workers. Workers must have any licenses and certificates required by applicable laws.

7.5 Contractor shall not assign any interest in this Contract or enter into subcontracts for the Services without the prior written approval of the City.

8. Use of Premises.

8.1 Provisions of this Contract that refer to "the Premises" will apply to the Work only if it is performed at the Premises, defined as real property, including buildings or other improvements that are owned or occupied by the City.

8.2 Contractor shall confine the Work performed at the Premises to areas and times stated in Attachment A, and Contractor shall avoid any unnecessary interference with the use of the Premises.

8.3 Contractor shall take reasonable precautions to prevent injury to persons and damage to property that may result from Contractor's use of the Premises. Contractor shall remedy any damage to the Premises and other property of the City resulting from the Work.

9. Hazardous Chemicals. Contractor shall implement and bear the cost of precautions required for protection from "hazardous chemicals," as defined in ORS 654.750 or OAR Chapter 437, that may be encountered at the Premises or used for the Work. The City and Contractor shall exchange material safety data sheets, label information, and instructions for precautionary measures for hazardous chemicals kept at the Premises by the City or used for the Work by Contractor. The City may prohibit use of particular hazardous chemicals.

10. Liability of City's Officers, Employees and Agents. Officers, employees and agents of the City shall not have any direct, personal liability to Contractor.

11. No Agency. Contractor is engaged by the City as an independent contractor in accordance with ORS 670.600. Contractor, subcontractors, and their principals, employees and agents are not agents of the City as that term is used in ORS 30.265.

12. Indemnification.

12.1 Except as provided in Subsection 12.2, or as otherwise provided by applicable law, Contractor shall defend and indemnify the City and the City's officers, elected officials, volunteers, employees and agents from all third-party claims arising from the Work, including third-party claims arising from injury to any person or damage to property, breach of this Contract by Contractor, or violation of applicable law by Contractor.

12.2 Contractor shall not be responsible for third-party claims resulting solely from the negligence or other wrongful acts or omissions of the City or the City's officers, elected officials, volunteers, employees or agents.

13. Liability Insurance.

13.1 At all times while Contractor is performing Work at the Premises, Contractor shall, at Contractor's expense, maintain in force insurance policies as set forth in Attachment B, which is attached hereto and incorporated herein by reference.

13.2 Prior to starting Work at the Premises, Contractor shall provide certificates of insurance for coverage required by this section, which will be subject to review and approval by the City Attorney. Each certificate must obligate the insurer to give written notice to the City thirty (30) days prior to termination or restriction of coverage. The City may reject a certificate which states that the insurer will merely "endeavor to mail" written notice.

14. Governing Laws. This Contract shall be interpreted and construed in accordance with the laws of the State of Oregon.

15. Compliance with Law.

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

15.2 Contractor shall comply with applicable laws, including ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235, which are incorporated herein.

15.3 Pursuant to ORS 279B.020, no person shall be employed for the Work for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or when the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Work shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b) and for time worked in excess of ten (10) hours a day or in excess of forty (40) hours a week, whichever is greater.

15.4 If Contractor is a nonresident bidder, as defined in ORS 279A.120(1)(a), and the compensation, as set forth in Attachment C attached hereto and hereby incorporated by reference, exceeds Ten Thousand Dollars (\$10,000), Contractor shall comply with ORS 279A.120(3).

15.5 Pursuant to ORS 279A.120(2)(a), Contractor shall use products that have been manufactured in Oregon, provided that price, fitness, availability and quality are otherwise equal.

15.6 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of the City in connection with this Contract in violation of ORS Chapter 244.

15.7 Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017. Contractor shall provide workers’ compensation coverage for “subject workers,” as defined in ORS 656.005(28), employed to perform the Work. Before performing any Work, Contractor shall provide a certificate of insurance for workers’ compensation coverage or other proof of coverage or certify that no subject workers will perform Work.

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

16. Nondiscrimination.

16.1 Contractor shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions or disability.

16.2 Contractor shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 through ORS 30.685, ORS 659A.425, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training, educational or otherwise, conducted by Contractor.

17. Compensation. The terms of compensation shall be as provided in Attachment A. The compensation stated in Attachment A constitutes the total compensation payable to Contractor for the Work.

18. Payment.

18.1 Unless otherwise provided in Attachment C, Contractor shall be paid on a time and materials basis.

18.2 Contractor shall make and keep reasonable records of Work performed pursuant to this Contract and, unless provided otherwise in Attachment C, shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from the date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute. Payment to Contractor shall be complete once the City pays compensation as provided in Section 17.

18.3 The City may suspend or withhold payments if Contractor fails to comply with the requirements of this Contract.

18.4 The City's obligation to make payments is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565. The City certifies that funds for this Contract are included in the City's budget for the current fiscal year, which ends on June 30 next following the date that this Contract is signed. If funds are not appropriated for this Contract for any subsequent fiscal year during the Contract Term, the City shall notify Contractor and this Contract shall be terminated on June 30 of the last fiscal year for which funds are appropriated.

18.5 Any provision of this Contract that is held by a court to create an obligation that violates the debt limitation of Article XI, Section 9 of the Oregon Constitution shall be void.

19. Waiver. Compliance with the provisions of this Contract may be waived only by a written waiver signed by the party waiving its rights. Waiver of compliance with one provision shall not be deemed to waive compliance with any other provision.

20. Default.

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

20.2 Notwithstanding Subsection 20.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

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

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

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

22. Termination for Convenience. The City may terminate this Contract if the City determines in good faith that termination is in the best interest of the public. The City shall endeavor to give Contractor written notice thirty (30) days prior to the date of termination under this section, but failure to give notice will not invalidate the decision to terminate. Termination under this section will not affect the rights of the parties existing at the time of termination. If Contractor is not in default, Contractor shall be paid for Work in progress at the time of termination, and Contractor shall be reimbursed for reasonable costs resulting directly from termination. Contractor shall not be entitled to recover lost profits or overhead for Work that is precluded by termination under this section.

23. Action Upon Termination. Upon receiving notice of termination, Contractor shall cease performance of the Work and terminate subcontracts.

CITY:

CONTRACTOR:

CITY OF ST. HELENS

CBM SYSTEMS, LLC

Council Meeting Date: _____

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
Scope of Work & Terms of Compensation

See attached proposal.

Janitorial Service Proposal for The City of St. Helens



Prepared by
CBM Systems, LLC.

7409 SW Tech Center Dr. #100

Tigard, OR 97223

Kevin Davis, Director of Sales – NW Division

Cell: 971.302.1786

kevin.davis@marsden.com



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7409 SW Tech Center Drive, Suite 100
Tigard, OR 97223
Phone (503) 601-3131
Fax (503) 601-3135

Attn: Matt Brown
City of St. Helens, Oregon
265 Strand Street
St. Helens, OR 97051

February 6th, 2020

RE; Request For Proposals – Janitorial Services: City of St. Helens Oregon

Dear Matt,

On behalf of all of us at CBM Systems, LLC., a wholly owned subsidiary of Marsden Services we are pleased to submit our proposal in response to your request for quote for janitorial and periodic cleaning services.

At CBM our main differentiator is our ability to recognize, develop, and train our team. This begins with hiring the right people and creating a culture of respect, integrity and safety that extends from our leadership group to our cleaning staff. Specifically, we believe that by working with our team to ensure each team member feels valued and respected, we achieve positive results.

CBM together with Marsden Services is fully equipped to support The City of St. Helens. Our bench strength of executive leadership, operations management, and human resource experts combined with our large workforce, is nearly unmatched by any competing firm.

The core strengths of a successful cleaning program are communication and leadership. Our management team will ensure contract compliance and quality of services. We will create open lines of communication by utilizing day-to-day conversations, quarterly business reviews (QBR), customer surveys, inspections, and informal customer meetings in order to optimize our partnership with The City of St. Helens.

We welcome the opportunity to deliver expert solutions! At CBM Systems, we are committed to building a mutually-beneficial partnership and delivering on our promise to exceed expectations while following the scope of work outlined in the RFP.

Enclosed you will find our proposal our response to The City of St. Helens Request for Proposal following the required format. If you would like additional information or have further questions, please feel free to reach out to us. We look forward to your evaluation of our proposal and at the opportunity to begin an ongoing long-term partnership.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Josh Ryan', is written over a light blue horizontal line.

Josh Ryan
General Manager

BUSINESS PROFILE AND STAFF

Overview:

CBM Systems, LLC, located in Tigard, Oregon, was founded in 1974 with the idea of surpassing the competition through enthusiasm, continual improvement and highly personalized attention to each customer.

In 1990, CBM of Oregon Inc. was formed. Our drive for excellence has provided steady growth in specialized markets. Our Portland office has grown to over 160 employees. CBM cleans over 8 million square feet daily with annual revenues in excess of \$7M. CBM serves all of Oregon and SW Washington. Consistent growth continues by caring for front line personnel, implementing superior quality processes and providing personalized attention to every customer.

In June of 2012 CBM Systems and CBM of Oregon were purchased by Marsden Services, becoming CBM Systems, LLC. Marsden Services provides comprehensive facility services, including janitorial, security, HVAC, and calibration. Marsden has a nationwide janitorial footprint and currently cleans over 300,000,000 square feet each and every day! After 65 years in the business Marsden has seen just about everything. This means that we ask the right questions, anticipate our customers concerns, and deliver on our promises. Our deep management experience, coupled with our commitment to our industry, is truly the Marsden way.

All Marsden companies are heavily invested in their communities – from CBM Systems, LLC. In Portland, to Haynes Building Services in San Diego; and from American Security in St. Paul to Sunstate Mechanical in Phoenix. Our way is different. We stay invested in these communities, which allow us to know our customers quite a bit better.

Our founder Skip Marsden was driven by a simple mantra: go where the customer wants to go. This vision led us to expand from our original mission. Today we not only clean, but we keep buildings comfortable, keep them fine-tuned, and keep them safe.

Experience:

CBM Systems has years of experience cleaning for public agencies with multiple locations.

TriMet – CBM Systems has been cleaning for TriMet for over 15 years. Our current scope of work includes; cleaning multiple sites with varying shifts, completing all floor care at all sites as a separate contract, clean entire bus fleet at three separate garages as a separate contract, and maintain and repair floor equipment as a separate contract.

Pacific Power – We currently provide daily janitorial cleaning, periodic window cleaning and periodic floor care at 6 different Pacific Power sites from Portland to Albany to Lincoln City.

REFERENCE 1:

Name of Company:	TriMet
Type of Organization:	A public agency that operates mass transit in a region that spans most of the Portland metropolitan area

Phone:	503-962-3036
Project Manager/Contact:	Linda Joy
Email:	JoyL@trimet.org
Dates of Services:	2004 - Present
Summary of Services Provided:	Janitorial Services, Floor Care, Window Cleaning, Floor Machine Maintenance & Repair, Bus Cleaning.
REFERENCE 2:	
Name of Company:	Pacific Power
Type of Organization:	Pacific Power and Light is based in Portland, Oregon, and provides electric service to 740,000 customers in Oregon, Washington and California.
Phone:	503.813.5551 Off 503.351.6256 Cell
Project Manager/Contact:	Craig Campbell
Email:	Craig.Campbell@PacifiCorp.com
Dates of Services:	2012 - Present
Summary of Services Provided:	Janitorial Services, Floor Care and Window Cleaning
REFERENCE 3:	
Name of Company:	Analog Devices
Type of Organization:	Multinational semiconductor company specializing in data conversion, signal processing and power management technology,
Phone:	503-939-7293
Project Manager/Contact:	Chris Jones
Email:	Christopher-H.Jones@analog.com
Dates of Services:	1998 - Present
Summary of Services Provided:	Janitorial, Floor Care, Window Cleaning, Cleanroom Services.

Relationship Manager:

- Josh Ryan – General Manager, 6.5 years with Marsden Services , 18 years of industry experience
- Noe Valladares – Operations Director, 17 years with Marsden Services, 20 years of industry experience.

- Jered Polivka – Account Manager / Project Manager, 2 years with Marsden, 25 years of industry experience.
- Kevin Davis – Director of Sales, 7 years with Marsden, 7 years of industry experience.

Josh Ryan – Josh has been in the cleaning and facility services industry for over 17 years. He has held several positions which have given him the knowledge from all sides of the cleaning world. Starting as a part time housekeeper and moving to a full-time role which included carpet cleaning, hard floor maintenance and window cleaning. Moving into the management side, Josh was a Branch Manager for Marsden Building Maintenance in Minnesota, an Operations Manager and then promoted to Director of Environmental Services at medical facilities in Indiana and Washington. Josh will serve as the main point of contact for all billing, contract needs and periodic customer meetings to evaluate performance. Josh will also oversee the initial ordering of all equipment and supplies.

Noe Valladares – Noe has been with Marsden Services since June of 2003 and has held a variety of positions. Noe has extensive experience with overseeing large, multiple location accounts from start-up. He has successfully completed Marsden's quality training program and is continuing his training in the RBSM program. He has been a janitorial custodian performing a wide range of cleaning functions. In addition, he was the Maintenance Assistant and Day Porter at a large multi-tenant office building with duties that included carpet cleaning, hard floor maintenance, and window cleaning. Noe will serve as our lead trainer and safety trainer ensuring our processes are put into place day 1.

Jered Polivka – Jered brings 25 years of diverse experience in all phases of management. His career features stability, professionalism, and advancement. Jered excels at building and maintaining productive teams in high-pressure settings; leads by example and generates loyalty and commitment from his team members. Jered is comfortable with individuals of varied backgrounds and is bilingual (English/Spanish). Jered will serve as the account manager and will be our front-line manager working directly with our cleaners on an ongoing basis. Jered will also ensure all equipment is in proper working condition, supplies are properly ordered and stocked, and site safety and cleaning inspections are completed.

Kevin Davis – Kevin has been with Marsden Services since January of 2013 and has been involved in business development and account management. Kevin will assist in all phases of account start-up and will serve as ongoing support for all internal account needs.

Our General Manager, Josh Ryan, will take a hands-on approach when it comes to communication and customer meetings, up to monthly or at the customers discretion. Most smaller issues will be handled by Jered, our account supervisor, however Jered, together with Noe will work to ensure all aspects of the contract are met and expectations exceeded.

PRICING SCHEDULE

SERVICE	MONTHLY SERVICE CHARGE
Exhibit A – Year One	\$5,131.55
Exhibit A – Year Two	\$5,366.76

Exhibit A:

CITY HALL – 265 Strand Street in St. Helens

Service 2 days per week

DOWNSTAIRS - Regular Tasks

- Bathrooms:
 - Clean toilets, toilet seats and urinals
 - Clean restroom fixtures and all door handles
 - Refill all dispensers as needed from stock
 - Clean floors
- Clean all entrance doors (outside/inside)
- Vacuum carpeted areas and spot clean where needed
- Clean vinyl floors in copy room
- Gather all garbage where able and place in dumpster for disposal
- Remove cobwebs around entrances and porch lights
- Dust mini-blinds and windowsills
- Kitchen:
 - Clean countertops and table
 - Clean microwave weekly
 - Clean fridge monthly
- Clean all doorknobs and handles
- If specific offices/areas are locked, do not enter or clean that office/area

UPSTAIRS - Regular Tasks

- Clean stair railing
- Bathrooms:
 - Clean toilets, toilet seats and urinals
 - Clean restroom fixtures and all door handles
 - Refill all dispensers as needed from stock
 - Clean floors
- Vacuum carpeted areas and spot clean where needed
- Gather all garbage where able and place in dumpster for disposal
- Dust mini-blinds and windowsills
- Clean kitchen countertops
- Clean all doorknobs and handles
- If specific offices/areas are locked, do not enter or clean that office/area

ANNUAL

- Strip wax vinyl floors and re-wax
- Clean exterior windows
- Steam clean carpets

UTILITY BILLING & COURT – 277 Strand Street in St. Helens

Service 2 days per week

Regular Tasks

- Bathrooms:
 - Clean toilets, toilet seats and urinals
 - Clean restroom fixtures and all door handles
 - Refill all dispensers as needed from stock

- Clean floors
- Clean all entrance doors (outside/inside)
- Vacuum carpeted areas and spot clean where needed
- Gather all garbage where able and place in dumpster for disposal
- Remove cobwebs around entrances and porch lights
- Dust mini-blinds and windowsills
- Clean all doorknobs and handles
- If specific offices/areas are locked, do not enter or clean that office/area

ANNUAL

- Strip wax vinyl floors and re-wax
- Clean exterior windows
- Steam clean carpets

RECREATION/COMMUNITY CENTER – 1810 Old Portland Road in St. Helens

Service 1 day per week

Regular Tasks

- Bathrooms:
 - Clean toilets, toilet seats and urinals
 - Clean restroom fixtures and all door handles
 - Refill all dispensers as needed from stock
 - Clean floors

ANNUAL

- Clean exterior windows

POLICE STATION – 150 S. 13th Street in St. Helens

Service 5 days per week

Service anytime except thirty minutes before or thirty minutes after 6:00 AM; 2:00 PM and 10:00 PM so as not to interfere with daily shift change activity.

Regular Tasks:

- Bathrooms:
 - Clean toilets, toilet seats and urinals
 - Clean restroom fixtures and all door handles
 - Refill all dispensers as needed from stock
 - Clean floors
- Clean all entrance doors (outside/inside)
- Vacuum carpeted areas and spot clean where needed
- Gather all garbage where able and place in dumpster for disposal
- Remove cobwebs around entrances and porch lights
- Clean kitchen countertops and Microwave
- Clean all doorknobs and handles
- If specific offices/areas are locked, do not enter or clean that office/area
- Clean main counter surfaces

ANNUAL

- Strip wax vinyl floors and re-wax
- Clean exterior windows

- Steam clean carpets

PUBLIC WORKS PARKS SHOP – 475 S. 18th Street

Service 1 day per week

Regular Tasks

- Bathrooms:
 - Clean toilets and toilet seats
 - Clean restroom fixtures and all door handles
 - Clean floors
- Vacuum carpeted areas
- Gather all garbage where able and place in dumpster for disposal
- Clean countertops in office area

WASTEWATER TREATMENT PLANT – 451 Plymouth Street in St. Helens

Service 1 days per week

Regular Tasks:

- Bathrooms:
 - Clean toilets, toilet seats and urinals
 - Clean restroom fixtures and all door handles
 - Clean floors
- Lab Area:
 - Only sweep/mop floor, vacuum rugs. Do not clean anything else.
- Clean all entrance doors (outside/inside)
- Vacuum carpeted areas and spot clean where needed
- Gather all garbage where able and place in dumpster for disposal
- Remove cobwebs around entrances and porch lights
- Clean all doorknobs and handles
- If specific offices/areas are locked, do not enter or clean that office/area
- Clean kitchen countertops and fixtures (Fridge/Microwave)
- Dust all walls and ceilings when needed

ANNUAL

- Strip wax vinyl floors and re-wax
- Clean exterior windows

COLUMBIA LEARNING CENTER – 375 N. 18th Street, St. Helens, OR 97051

For the Entire Building

Monthly Tasks

- Dust blinds and windowsills
- Dust for cobwebs
- Spot clean carpets
- Clean all ledges and other flat areas
- Clean interior glass windows as needed
- Remove fingerprints and soil spots from woodwork and walls

Semi-Annual Tasks (June/Dec)

- Vacuum and/or wash air handling vents

- Dust/clean light fixtures
- Clean interior/exterior surfaces of exterior windows
- Deep clean carpets and restroom floors

Common Areas – Lobby, Restrooms, Armstrong Room and Auditorium

Regular Tasks – 5 days per week

- Clean all door handles for the bathrooms and stalls
- Clean sinks, toilets, and urinals
- Clean bathroom fixtures – changing tables, baby seats, dispensers
- Refill all dispensers as needed from stock – towels, toilet paper, air freshener, soap, seat covers, stall trash can liners in women's room
- Clean restroom mirrors
- Clean restroom floors
- Check and lock building doors upon completion of work

Twice-Weekly Tasks

- Clean all exterior/interior doorknobs, handles, and entry keypads
- Clean all glass entrance doors to building and meeting rooms
- Vacuum carpeted and vinyl meeting areas
- Clean drinking fountain
- Gather all garbage and place in dumpster for disposal including large cans in the porch
- Clean Armstrong Room sink and replenish towels and soap
- Sweep walkways around exterior garbage cans at entrances

Library

Monthly Tasks

- Dust library bookshelves (only the portion of the shelves that is not occupied by library materials)

Regular Tasks – 5 days per week

- Clean all door handles
- Clean sink and toilet
- Clean bathroom fixtures – changing table, baby seat, dispensers
- Clean restroom mirrors
- Clean restroom floors
- Check and lock building doors upon completion of work

Twice-Weekly Tasks

- Clean all doorknobs, handles, and entry keypads
- Clean the glass entrance doors to the library
- Vacuum carpeted areas
- Gather all garbage and place in dumpster for disposal
- Gather recycling from office containers and place in large main recycling bin in locked enclosure outside
- Clean main counter surfaces
- Clean tables, study surfaces, and chairs used by the public
- Wipe down 19 public computer work areas – tables, keyboards, headphones, and mice
- Clean staff kitchen sink and replenish towels and soap

CCET Offices and Makerspace

Twice-Weekly Tasks

- Clean all doorknobs and handles
- Clean all glass doors

- Vacuum carpeted and vinyl meeting areas
- Gather all garbage and place in dumpster for disposal
- Gather recycling from office containers and place in large main recycling bin in locked enclosure outside
- Clean makerspace sink and replenish towels and soap
- Check and lock building doors upon completion of work

OTHER NOTES AND SPECIFICATIONS TO CONSIDER:

- City will provide the following supplies:
 - Garbage liners
 - Hand soap
 - Paper towel refills
 - Soap dispenser refills
- Contractor will provide:
 - Cleaning solutions
 - Cleaning equipment
 - Cleaning supplies not listed above
- Contractor will provide and maintain required MSDS, OSHA documentation and blood borne pathogen documentation and provide training for staff and anyone working at the sites that might be using cleaning products provided by Contractor.
- Contractor will complete a security clearance background check and provide documentation to the City for themselves and all employees who will work at the sites listed. The City Police Department will do an additional background check. The contractor or its employees will not be allowed in any building listed until the outcome of both background checks are received and reviewed by the City. The City reserves the right to prohibit entrance into its buildings.
- The contractor will provide emergency services (within 8-hour notice) at a rate not to exceed \$35.00 per hour.

OTHER INFO / SERVICES

The CBM Approach

CBM's approach to a successful operation focuses on our 8 pillars of Labor Management and Quality control. This unique program fosters an environment of trust, communication and high cleaning standards while empowering management and front-line employees alike.

Our system combines powerful, integrated software enhanced with mobile applications that connect CBM supervisors and managers, and can include input from our customers as well, to the tools they need to perform on-site inspections of our work.

CBM's inspection system is customized to The City of St. Helens cleaning matrix to measure what is most important. While performing an inspection, our software even allows the inspector to take and attach photos captured by a mobile device. A photo of a specific deficiency will provide a helpful record and a make-no-mistake critique that our supervision



will use as a coaching tool that ensures results. Our system also provides immediate, real-time alerts to our supervisors and managers through automatic e-mail notifications when a service deficiency is noted.

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CBM's inspection system is customized to The City of St. Helens cleaning matrix to measure what is most important. While performing an inspection, our software even allows the inspector to take and attach photos captured by a mobile device. A photo of a specific deficiency will provide a helpful record and a make-no-mistake critique that our supervision will use as a coaching tool that ensures results. Our system also provides immediate, real-time alerts to our supervisors and managers through automatic e-mail notifications when a service deficiency is noted.

Client Benefits

As our valued client, you will have the ability to:

- Submit & monitor Action Items such as complaints or invoice disputes
- Perform job inspections or surveys
- View results & deficiencies
- View schedules
- View dashboard
- Monitor employee departures & arrivals with real-time information

Time Keeping/Notifications To Automatically Track Assigned People

If an employee fails to clock in at the The City of St. Helens, management is automatically notified and can immediately arrange for a qualified replacement from CBM's active floater pool – ensuring that your facility never has a gap in service. Additionally, supervisors can:

- Communicate with employees quickly and easily.
- Verify employee location using QR codes or GPS.
- Monitor employee departures & arrivals.
- Eliminates “buddy-punching” and attendance issues.
- Eliminates the need for time clocks, using job site telephones & paper timekeeping.
- Ensures payroll is accurate.

Human Resources Our One Stop Shop for Finding, Growing and Training our Talent Pool

Human Resources On-The-Go

Our mobile technology allows us to manage our labor force efficiently from the field. Managers and employees both benefit from easy-to-use features that ensure field scheduling, pay, and contact information are always accurate and up to date. Clients benefit from the increased efficiency of their team. Less time spent on HR/Administrative duties means more time maintaining your facility.

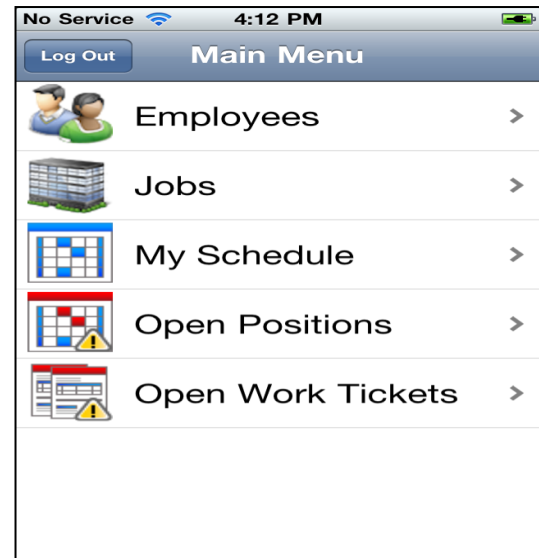
Among other things, our mobile technology:

- Provides job-specific or global information to employees

- Decreases calculation errors later
- Decreases travel and admin time
- Ensures accurate information as changes are made for billing & payroll

Managers have the ability to manage people and jobs on the go with full access on their mobile devices. From the palm of their hand, they can:

- View & fill open posts
- View & modify schedules
- View hourly benefits
- Call, text or email employees directly from the application
- Schedule personnel on the fly from anywhere as needed
- View and share employee schedules via email or text
- View & modify schedules by job
- Monitor job schedules and know who is working when
- Ensure supervised employees have their schedules in hand



Employees can:

- View personal schedule
- Keep access to pertinent information for supervised employees
- Confirm hours worked and rates paid
- Verify personal contact information
- Have instant access to pay info as soon as checks are processed
- View messages, events, links and docs from the home screen
- View job location information & map it

Employment Screening Process

CBM understands safety and security are paramount in our business thus; we take our hiring and screening process very seriously and go the extra mile to ensure a perfect fit.

Here is what one can expect from our hiring/screening process:

- Integrity Test – Pre-screening computerized test measuring honesty and integrity
- Phone screen by our dedicated recruiter
- Face to Face Interview. Typically, two to three interviews are required for supervisor and management positions.
- Offer Letter
- E-Verity
- Background Check
- *Drug Screen as required per account

Training

Training is key to creating and maintaining safety awareness throughout our company. We have invested the time and resources necessary to create safety training modules that best prepare our staff members to stay safe in the field. Our extensive safety training emphasizes accountability, compliance, and responsibility.

Management Safety Training

Prior to promotion to a management position, all new managers must complete CBM's New Manager Orientation (NeMO) Training, which includes additional safety training. The safety component of the NeMO training is an extensive, three-day training module. The program emphasizes the importance of

awareness and creating a safety-conscious team. During training, managers review the full spectrum of safety, from the basics of safe practices to the audit protocols following any safety incident.

Managers – including our safety directors, coordinators, and supervisors – are then responsible for the ongoing training and compliance of their cleaners. While cleaners receive various safety lessons throughout orientation and at annual meetings, their managers are tasked with training them on the specific safety protocols of each account, providing training updates as needed, and answering any questions that might arise. Managers are also responsible for ensuring that cleaners have learned and retained this information and that they are maintaining CBM's safety requirements.

Cleaner Safety Training

Our cleaners are taught that they are responsible for their own safety as well as the safety of those around them. We understand that it is critical that everyone be invested in creating a safe environment – all it takes is one person to intentionally or accidentally disregard safety, and there can be consequences for everyone

on the team. We therefore work to create a culture of safety that is shared by all of our employees, and our cleaners know that we have a zero-tolerance policy for negligent behavior.

Safety training is an ongoing process for our cleaners, continuing throughout their CBM careers. Cleaners receive safety awareness training upon hire, where they are required to review of CBM Services' Cardinal Rules of Safety, sign the Safety Pledge, and complete Employee Right-to-Know training.

Following this initial training, cleaners also receive supplementary training in identifying and reporting workplace safety hazards prior to beginning work in their assigned accounts. For each account, we conduct a site-specific hazard analysis. Based on the findings of this analysis, the cleaners receive additional trainings to prepare them to safely service the account. Cleaners also receive ongoing training during daily safety briefings at the job site, and additional site-specific training occurs whenever physical or procedural changes at the job site result in new potential safety hazards.

All trainings records are checked for compliance and then filed with CBM's Training Department.

Certification Training

We offer interested employees certification training classes. These classes meet or exceed industry certification-level training and include the following topics:

- Chemistry of cleaning
- Carpet care
- Hard floor care
- Disinfection and medical cleaning
- Efficient operational systems

Through a combination of classroom lectures, small group exercises, and hands-on activities, we teach proper techniques. We also explain how and why our chemicals and procedures work and emphasize the importance of using the correct product and procedure for the right application.

Employee Rewards and Recognition

Once new associates are hired, we strategically manage the retention process. CBM seeks to hire the best staff and keep these staff members on our team. We understand the industry obstacles regarding hiring and retaining our employees – turnover in the service industry can run as high as 300 percent annually. We differentiate ourselves from our competitors by proactively addressing these obstacles. Rather than accepting the industry standard of high turnover, we value retention of our employees and the stability it provides to our clients. Our innovative HRS department has significantly reduced turnover in our employee

base and we're proud to have a turnover rate that is 25% lower than the industry average and significantly lower than most other major contractors. We accomplish this through:

- Careful job placement
- Competitive wages
- Creating as many full-time positions as possible
- Having well-trained, communicative, and respectful supervisors
- Thorough training and continued training opportunities
- Opportunities for career advancement through CBM's "Strive Toward Every Person's Success" (STEPS) Program
- Scheduled performance reviews and opportunities for increases in base wages
- Direct wage and non-wage incentives

Through our success with employee retention, we are able to provide our clients with an engaged, stable workforce. When turnover or staff changes do occur, we carefully manage these transitions so that the client is not impacted. We are intentional about protecting our clients through methodically coordinating transitions and maintaining a stable employee base.

One method for engaging our employees is through acknowledging their efforts with recognition awards. A variety of different awards are offered throughout the enterprise at different intervals. We have immediate recognition programs that occur locally between supervisors and their employees; quarterly recognition programs for employees nominated for exceeding expectations, and annual awards. We are committed to recognizing and rewarding our employees for doing their jobs well. We know that investing in our employees results in their continued care and dedicated service in our client accounts.

Another key aspect in employee retention is providing employees with the opportunity for advancement, and CBM emphasizes internal promotions and provides numerous opportunities for career development. Our STEPS program clearly defines advancement requirements for each career level, encouraging employees to strive to grow within the company. With STEPS, employees know the structure for promotions: enter a new position, achieve success in that position, and prepare for the next position. Training is made readily available for those seeking to pursue a new position within the company.

By having numerous venues for engaging our employees and by demonstrating that we are investing in them, we are able to maintain not only low turnover rates but also a positive company culture. Our retention efforts enable CBM to become a place for lasting employment, resulting in employees who take pride in their work and provide excellent services.

Employee Benefits

At CBM, we are proud to provide good jobs to hardworking people. We attract and retain a qualified workforce, and one way in which we secure the best applicants is through offering a comprehensive benefits plan to our employees. Our benefits package includes the following:

- Vacation
- Paid sick days
- Medical plan
- Dental plan
- Vision plan
- Life insurance and short-term disability plans
- 401(k) available with a discretionary match and a loan feature

All full-time employees are entitled to these benefits. Qualification requirements for employment include:

- Be a citizen of the United States or authorized to work in the United States
- Be a minimum of 18 to 21 years of age, depending on the facility and job requirements

- Have a clean background check for seven years
- Not have a disqualifying criminal history
- Possess a High School Diploma or its equivalent
- Possess good background references
- Be able to meet our physical requirements analysis
- Be able to clearly speak, write, compose on a keyboard, and read English
- Be able to clearly comprehend oral and written orders, procedures, and materials in English
- Be willing to adhere to CBM's dress code and present a neat, clean, well-groomed appearance
- Be able to pass a pre-employment drug screen test and probable cause drug screen test, if applicable
- Possess a valid driver's license and meet our driving record requirements covered in our Vehicle Driving Policy, if applicable

Employee Wages

We hire at competitive wages and offer annual/merit increases on this base wage. Employees also receive raises through promotions, and we make every effort to promote from within.

Safety

CBM is dedicated to providing our clients and our staff with a safe and healthy environment. Our employees are properly trained, careful, and alert, and they provide our clients with a clean, safe facility. We work with our clients to design and implement site-specific safety programs. By tailoring our safety trainings and stipulations to each client site, we can:



All NMC associates share the belief that safety is an everyday concern and an integral part of every operation.

- Create accident-free environments
- Eliminate injuries and non-injury accidents
- Avoid property damage and increase the safety of client facilities
- Ensure compliance with all Federal and State regulatory requirements
- Maintain competitive operating expenses and provide savings for our clients

We have created a thriving, company-wide a culture of safety at CBM. In doing so, we can be assured that our employees create safe environments wherever they go.

Service Requests/Complaints ➡ To Resolve and Improve Service Delivery

We keep you informed of completed tasks. Whether you are communicating a request for extra service, sending a reminder, recording a service complaint, or giving us a compliment, all will be routed through our internal action items application. A customized workflow automatically delivers your message to the team member responsible for this area within your facility. Our staff will take swift action and address the situation while recording their steps via status updates and messaging. We only close the case when we are certain you agree that your request is completed, and your concern is resolved. If requested, you are notified of the completion.

Our Action items application includes automatic escalation points. If the status of an action item is not updated within the prescribed time window, it will be escalated to the next levels of management. This automated process will proceed all the way to our CEO if the matter is left unattended.

With just a few clicks, your request or message will be submitted, and delivered instantly to the appropriate Marsden team member for prompt action. Our application record data and statistics about the nature of the action items for reporting. These reports are available for you in the customer portal or can be delivered to you for your convenience.

Project Calendars ➡ To Keep Assigned Tasks Done On Time

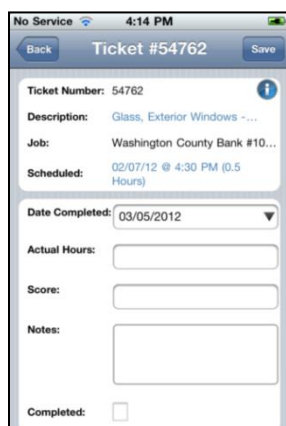
Our comprehensive reporting system provides you with the means to track services to occur on a periodic basis (e.g. floor care and upholstery cleaning). The project calendar management function will automatically create work order per contract specifications, which will be tracked through the work order system to completion.

We are experts at completing projects that are to be completed on a periodic schedule. CBM uses robust work scheduling applications that allow our managers to build schedules to manage any type of work that you may need completed at your required frequency. The system provides our staff with daily work tickets which contain detailed specifications of the periodic work that needs to be complete. The City of St. Helens can see when periodic tasks are scheduled and completed.

Our managers will monitor daily, weekly, and monthly schedules to ensure special equipment and sufficient labor is available for the work that is schedule to be completed. Our customers can monitor these schedules via the customer portal, or a calendar of events can be provided for your records.

Work Order Tracking ➡ To Assure Scope of Work is Accomplished

To accommodate your changing needs, we utilize our own flexible work order process, but we can also adapt to The City of St. Helens work order system where applicable. In either case, local management teams directly execute work order with the full support of our back office.



Step 1: Each activity is logged into the system as a work order

Step 2: Automatic work order notifications are routed to the corresponding manager
Complaints and work requests are separated by priority to make sure we respond quickly to your most immediate needs.

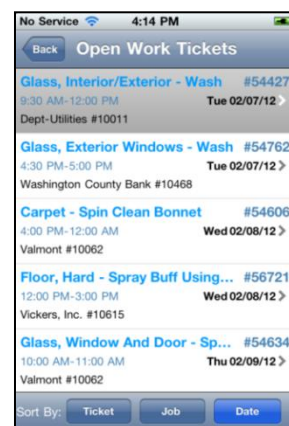
Step 3: Issue escalation flow is implemented for repeat or ongoing issues
All activities and customer requests are tracked in our Web-based work order system to ensure work is completed and closed. As a result, it's much easier

for our team members to stay on top of required responses to our customers.

Step 4: Work orders are monitored on the corporate level to ensure timely follow-up.

A site at the highest level of concern becomes “Red Listed” with weekly updates

Step 5: The work order is closed, and the client is notified.



Inspections/Communication ➡ To Optimize Customer Satisfaction

Inspections

Our web-based Quality Assurance tool allows us to track and manage the status of inspections in real time. The mobility of the software means we spend more time in the field, directly supervising your program. Customer templates for your facility will be created which assign greater weight to the tasks and areas most important to our customers. If a quality objective is not met, a notification is sent to the supervisor to confirm completion of the work. Work tickets can also be created on an ad hoc basis to assign special tasks to specific staff or vendor.

- QA checklist and inspection forms are embedded in the software for use on site
- Inspections can be completed on the go while touring the job site
- Mobile devices can be used to take photos and add them to the inspection
- Results and deficiencies can be viewed
- Response time on deficiencies is decreased

Communication

We will proactively manage continued communication with The City of St. Helens through a variety of methods. Our goal is to be transparent and to be continually collaborating to create a successful service program.

Quarterly Customer Surveys ➡ To Stay in Touch with Our Performance

With The City of St. Helens approval, we will e-mail a simple satisfaction survey to you on a quarterly basis which will help us to measure our performance against your expectations. The surveys will be customized to the Key Performance Indicators of your specific program. Client satisfaction surveys and quality results can also be shared between users.

Gap analysis: At the beginning of the contract, we will ensure that your team understands our key performance indicators. These KPIs are tracked through our Quarterly Customer Surveys, as well as through our Weekly/Monthly QA Inspections. We will use gap analysis to compare the results of your surveys to those of our internal surveys. If a gap exists between your expectations and our performance, we will close it.

Reporting ➡ To Manage Key Performance Indicators

We work hard to provide reporting simple enough to be meaningful, yet robust enough to bring value to The City of St. Helens program. We strive to be open, honest and transparent. As such, we can provide any customer reporting you desire in virtually any format.

We take pride in our ability to deliver consistent quality within every facet of your program. We ensure this by following a thorough Quality Assurance process which significantly reduces the influence of human error in the field. This technology captures eight critical items.

At the beginning of your contract period, your CBM account manager compiles a list of tasks to be performed by area in exact accordance with your contract specifications. Our supervisors will use state-of-the-art web-based tools to track and monitor the quality and completion of tasks in real time. They perform regular inspections and communicate with you to ensure work stays on track and in compliance with your specifications. CBM constantly searches for ways to improve the condition and value of your facility.

Green Cleaning

At CBM, we offer our clients a chance to be environmentally aware. Upon request, we provide our clients with the Always Clean. Always Green® program. This Always Clean. Always Green® program was designed to improve a building's environmental quality and sustainability, and provides a clean, healthy, and safe work environment. Our green cleaning program enhances the value and integrity of your buildings with a cost neutral or cost reduction impact on operations.

Commercial buildings have a significant influence on the environment, and our green cleaning program was developed to minimize environmental, health, and safety impacts these buildings have. Always Clean. Always Green® looked at the statistics from studies done on the impact of cleaning, and these studies revealed that environmentally-conscience cleaning techniques produced a positive change in occupant health. In line with National's goals of safety, this green cleaning program allows us to provide a safer environment for employees, tenants, customers, occupants, visitors, and cleaning staff by using environmentally preferable chemicals, applying unique cleaning strategies, and following guidelines for consumables, tools, and equipment.

Green cleaning procedures allow National to function in an environmentally responsible way. The benefit of these cleaning products and techniques is an environmentally healthy and safe building, which in turn produces:

- Improved employee and occupant health
- Improved worker/employee productivity
- Sustained or improved organizational reputation and brand equity among
- Potential to earn points under the U.S Green Building Council LEED-EB rating

Our green program seeks to simultaneously reduce costs through more effective cleaning techniques while improving health conditions and thus improving performance. The program does not achieve this simply by replacing traditional cleaning products with an environmentally preferable alternative, but rather the success of our green cleaning is found in the process. This program offers directions and techniques that reduce the overall impact on health and the environment and provides a safer environment for employees and customers. Adhering to the Always Clean. Always Green® program allows each employee the opportunity to work more effectively and efficiently while benefiting the health of employees, customers, and the environment on a whole.



Charitable

A Commitment to Community Service

CBM is committed to giving back to the community and actively seek opportunities where our clients and employees live and work. When people work together great things happen. Our goal is to enrich and build a stronger community by creating educational and economic opportunities, particularly for people who are economically disadvantaged. We work with community partners who understand the needs of individuals, families and organizations and match our resources with those community needs.

CBM contributes 10% of our pre-tax profits to dozens of non-profit organizations. These

are just some of the recipients of our charitable giving:

**American Bank Foundation / Children's Home Society & Family Services
CornerHouse / Hope for the City / Lifetrack Resources / YMCA
Lutheran Social Service / United Way / American Red Cross**



ATTACHMENT B INSURANCE REQUIREMENTS

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

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$2,000,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable, please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

MOORAGE SUBLEASE AGREEMENT

THIS MOORAGE SUBLEASE AGREEMENT (this “**Sublease**”) is made and entered into on _____, 2020 (the “**Effective Date**”), by and between The City of St. Helens, an Oregon municipal corporation (“**Sublessor**”) and WCP, Inc., an Oregon corporation (“**Sublessee**”).

RECITALS

A. Sublessor is the lessee of certain state-owned submerged and submersible land in the Columbia River in Columbia County, Oregon as more fully described in Exhibit A (“**Sublessor’s Property**”) under the terms of that certain Amended and Restated Submerged and Submersible Land Lease, dated September 7, 2016 (the “**Lease**”), by and between the State of Oregon, by and through the Oregon State Land Board and the Department of State Lands (“**Lessor**”) and Sublessor, which is currently set to expire on June 30, 2021.

B. Sublessee desires to sublease a portion of Sublessor’s Property consisting of approximately two (2) acres, as more fully described in Exhibit B and depicted in Exhibit C (the “**Subleased Property**”), from Sublessor, in order to develop a moorage site and headquarters for Sublessee’s marine division.

C. Sublessee desires to sublease from Sublessor, and Sublessor desires to sublease to Sublessee, the Subleased Property, all on the terms and conditions of this Sublease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the parties hereby agree as follows:

1. Sublease of the Subleased Property. Subject to Lessor’s written consent to the terms of this Sublease, Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Subleased Property. The sublease of the Subleased Property from Sublessor to Sublessee shall be subject to the terms and conditions of this Sublease.

2. Term. The term of this Sublease (as it may be extended as provided in this Section 2, the “**Term**”) shall commence on the Effective Date, and shall continue for five (5) years thereafter (the “**Initial Term**”). Provided that Sublessee is not in default under this Sublease beyond applicable cure periods, at least one hundred eighty (180) and not more than two hundred ten (210) days prior to the expiration of the Initial Term, Sublessor and Sublessee shall negotiate diligently and in good faith to enter into an extension of this Sublease, on terms and conditions agreeable to both Sublessor and Sublessee. If Sublessor and Sublessee agree to an extension of the Term, Sublessor and Sublessee will execute all documents and take all actions required to allow for Sublessor to continue subleasing the Subleased Property to Sublessee. Notwithstanding the foregoing, Sublessee acknowledges and agrees that (a) Lessor’s consent to an extension of the term of the Lease is a condition precedent to any extension of the Term and (b) this Sublease shall terminate coincidentally with the termination of the Lease for any reason.

3. Rent. Starting on the Effective Date, Sublessee shall pay to Sublessor as rent, on or before the first (1st) day of each calendar month, the sum of Three Thousand and No/100 Dollars (\$3,000.00), prorated for any partial month during the Term. Sublessor and Sublessee agree that

all operating expenses and property taxes shall be included in the rent and, other than as provided herein, Sublessor shall be responsible for all costs of the Lease. All payments shall be made by check payable to Sublessor, at Sublessor's address set forth below, or such other address or bank account that Sublessor notifies Sublessee of in writing. Sublessee's rent payment shall be past due after the fifteenth (15th) day of each calendar month. A late fee of five percent (5%) per day will be charged for payments received after the fifteenth (15th) day of the calendar month. [Note: This change reflects the charges for late payments under the Lease.] Any amount of rent more than thirty (30) days past due shall accrue interest at one and one-half percent (1 ½%) per month from and after the applicable due date until paid.

4. Use of Subleased Property. Sublessee shall use the Subleased Property to place, store and maintain marine equipment, such as tugboats, derricks and barges ("**Sublessee's Proposed Use**") and for no other purpose without the prior written consent of Sublessor, such consent to be withheld in Sublessor's sole and absolute discretion. Sublessee shall secure, at its sole cost and expense, all permits required by applicable law for Sublessee's Proposed Use of the Subleased Property. Sublessee shall not use or allow to be used the Subleased Property for any improper, unlawful or objectionable purpose, or in such a manner as will increase Sublessor's insurance premiums, nor shall Sublessee cause or permit any nuisance in or about the Subleased Property. [Note: The deleted language contradicts the maintenance requirements under Sections 7 and 13.] If Sublessee desires to alter or improve the Subleased Property in any way, Sublessee shall first obtain Sublessor's and Lessor's prior written consent to any such alteration or improvement (each, an "**Improvement**"), such consent to be withheld in Sublessor's and Lessor's sole and absolute discretion, and any Improvement shall be made in accordance with the Lease. When Sublessee requests Sublessor's and Lessor's consent for any Improvement, Sublessee shall provide Sublessor with the hard and soft costs associated with such Improvement, as reflected in written cost estimates. Sublessor acknowledges and agrees that (a) Sublessee anticipates making certain Improvements to the Subleased Property that are fundamental to the continued safe operation of the Subleased Property, and (b) such Improvements may provide a benefit to Sublessor beyond the term of this Sublease. Accordingly, Sublessor and Sublessee shall work together in good faith to agree upon (i) the Improvements that are necessary to Sublessee's use of the Subleased Property, and (ii) an appropriate amount, if any, that Sublessor shall reimburse Sublessee for the cost and expense of such Improvements. Any such reimbursement by Sublessor shall be based on actual invoices or proof of payment Sublessor delivers to Sublessee.

5. Compliance with the Lease. Sublessee's use of the Subleased Property shall be consistent with the use of the Subleased Property permitted by the Lease and shall comply with the Lease. This Sublease is subject to all the terms and conditions of the Lease, to the extent that the terms and conditions apply to the Subleased Property. Sublessee shall not commit, nor permit to be committed on the Subleased Property, any act or omission which would violate any term or condition of the Lease or be cause for termination of the Lease by Lessor. Sublessee agrees to take the Subleased Property subject to all of the terms and conditions of the Lease, and to use the Subleased Property within the restrictions provided by the Lease.

6. Access to the Subleased Property. Sublessor agrees to provide Sublessee with access to the Subleased Property across property owned by Sublessor as depicted on Exhibit D (the "**Access Property**"). Additionally, Sublessor agrees to provide Sublessee with use of the approximately five thousand (5,000) square foot area of property owned by Sublessor and depicted on Exhibit D in order for Sublessor to park up to four (4) vehicles and place a forty (40) foot Conex storage container (the "**Storage Area**"). Sublessor also agrees to provide Sublessee with access to the

high dock adjacent to the Subleased Property depicted on Exhibit D (the “**Dock**”, and together with the Access Property and the Storage Area, the “**Additional Area**”). Sublessee accepts the Additional Area AS-IS, in its present condition, with all faults, without any representation or warranty of any kind by Sublessor, whether express or implied, including as to the physical condition, structural soundness, safety or adequacy of the Additional Area for Sublessee’s Proposed Use. Sublessee acknowledges and agrees that Sublessor is not obligated to make any alteration or improvement to the Additional Area for Sublessee’s use or occupancy thereof. Sublessee shall not be entitled to erect any permanent structures on the Additional Area, except as approved by Sublessor, whose approval may be withheld in Sublessor’s sole and absolute discretion, and Sublessee shall be responsible for all costs and expenses associated with its use of the Additional Area. If Sublessee desires to alter or improve the Additional Area in any way, Sublessee shall first obtain Sublessor’s prior written consent to any such alteration or improvement, such consent to be withheld in Sublessor’s sole and absolute discretion. If any real property taxes and assessments are assessed against the Additional Area, Sublessee shall be responsible to reimburse Sublessor, within ten (10) days after receipt of an invoice therefor from Sublessor, for the amount of such real property taxes and assessments attributable to the Additional Area. In addition, to the extent Sublessee’s use of the Additional Area triggers any real property taxes and assessments against any portion of Sublessor’s real property outside of the Additional Area (“**Sublessor’s Additional Property**”), Sublessee shall be responsible to reimburse Sublessor, within ten (10) days after receipt of an invoice therefor from Sublessor, for the amount of such real property taxes and assessments attributable to Sublessor’s Additional Property.

7. Delivery and Maintenance. On the Effective Date, Sublessor shall deliver the Subleased Property to Sublessee free of derelict vessels and other physical obstructions, other than the Dock, within the Subleased Property of which Sublessor has actual knowledge. From and after the Effective Date, Sublessee shall maintain the Subleased Property free of debris, derelict vessels and any public nuisance. Additionally, from and after the Effective Date, Sublessee shall maintain the Dock in a condition comparable or better than that described in the Initial Conditions Report attached hereto as Exhibit E.

8. Insurance. Sublessee shall maintain the insurance required under the Lease as if Sublessee were the lessee under the Lease, and shall, in addition to naming Sublessor as an “additional insured” on its insurance policies, name Lessor as an additional insured on its insurance policies. Sublessee shall furnish Sublessor and Lessor with certificates of Sublessee’s applicable insurance policies which show Sublessee’s compliance with the foregoing. Such insurance shall include an endorsement providing that cancellation thereof may be effected only upon thirty (30) days’ written notice to Sublessor and Lessor.

9. Indemnification.

- a) Sublessee shall indemnify, defend and hold harmless Lessor, Sublessor, and their respective shareholders, members, managers, directors, officers, agents, servants, employees, successors and assigns (each an “**Indemnified Party**” and, together, “**Indemnified Parties**”) from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys’ fees and expenses), causes of action, suits, claims, demands or judgments of any nature (collectively, “**Claims**”) to which an Indemnified Party is subject that relate in any way to: (a) Sublessee’s use or occupancy of the Subleased Property or Additional Area; (b) any failure of Sublessee to comply with the terms of this Sublease or the Lease; or (c) the acts or omissions of Sublessee, its agents, employees or invitees, except to the extent that such Claims are caused by the gross

negligence or willful misconduct of an Indemnified Party. Sublessee, as a material part of the consideration to Sublessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Subleased Property or Additional Area, arising from any cause. The foregoing includes, without limitation, injury or damage to the person or property of an Indemnified Party, Sublessee, or any third party, and their respective employees, agents and independent contractors. It is the intention of the parties that no risk or liability is or shall be incurred by any Indemnified Party by virtue of Sublessor entering into this Sublease. The provisions of this Section 9 shall survive the expiration or earlier termination of this Sublease.

- b) To the extent permitted by law, including, without limitation the Oregon Constitution, and subject to any applicable notice requirements and limitations of liability in the Oregon Tort Claims Act (ORS 30.260 to 30.300), Sublessor shall indemnify, defend and hold harmless Sublessee and its shareholders, members, managers, directors, officers, agents, servants, employees, successors and assigns, from and against any and all Claims arising, claimed, charged or incurred against or by Sublessee or its shareholders, members, managers, directors, officers, agents, servants, employees, successors and assign, and to the extent arising from or in connection with: (a) the gross negligence or willful misconduct of Sublessor or its officers, employees, or agents acting within the course and scope of their respective employment or appointment; or (b) any failure of Sublessor to comply with the terms of this Sublease or the Lease in any material respect.

10. Release. SUBLESSEE RELEASES SUBLESSOR FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE TO SUBLESSEE, ITS EMPLOYEES, CUSTOMERS, AGENTS, INVITEES OR ANY THIRD PARTIES THAT OCCURS IN OR RELATES TO THE SUBLEASED PROPERTY OR THE ADDITIONAL AREA, UNLESS SUCH INJURY OR DAMAGE IS THE DIRECT RESULT OF SUBLESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, SLIP AND FALLS, DROWNING OR OTHER WATER-RELATED ACCIDENTS, VANDALISM OR OTHER CRIMES BY THIRD PARTIES, FLOODS, FIRES, RIOTS, ACTS OF GOD, AND ANY CLAIM THAT A DEFECT IN THE SUBLEASED PROPERTY OR THE ADDITIONAL AREA CAUSED INJURY OR DAMAGE.

11. Acceptance of Condition. Other than as expressly provided in this Sublease, Sublessee accepts the Subleased Property AS-IS, in its present condition, with all faults, without any representation or warranty of any kind by Sublessor, whether express or implied. Sublessee has conducted all due diligence related to the Subleased Property, including its physical condition, that it deemed necessary, desirable and prudent before executing this Sublease.

12. Risk of Loss; Security. Sublessee shall be fully responsible for and shall assume all risk of loss and damage to all personal property, fixture and equipment in the Subleased Property or Additional Area. Tenant shall be required to take reasonable steps to secure the Subleased Property and the Additional Area, including erecting lockable gates to ensure the safety of the Subleased Property and the Additional Area.

13. Vacation of Subleased Property and Additional Area. Upon termination of this Sublease, Sublessee shall vacate the Subleased Property and the Additional Area, remove any and all moveable property owned by Sublessee, and perform any cleanup, alterations or other work required to leave the Subleased Property and Additional Area in good condition, ordinary wear and tear accepted. Any of Sublessee's property which is not removed upon termination of this Sublease shall be deemed abandoned by Sublessee, and shall become the property of Sublessor to be disposed of as Sublessor sees fit, without accounting or payment to Sublessee. Sublessee hereby waives all claims against Sublessor for any damage resulting from Sublessor's retention or

disposition of any such property. Sublessee shall be liable to Sublessor for all costs of removing, storing and disposing of Sublessee's property, whether or not such property is deemed abandoned under this Section 13.

14. Assignment. Neither party may assign all or part of its interest hereunder, and Sublessee may not sublease all or part of its interest hereunder, without the other party's consent, except to a party that (a) is a subsidiary entity of a party or (b) is a current owner of the party.

15. Sublessee's Relationship with Lessor. Nothing in this Sublease is intended to limit the ability of Sublessee to bid on a future lease with Lessor; provided, however, that Sublessee is restricted from bidding on any leases that concern state-owned submerged and submersible lands leased by Sublessor as of the Effective Date.

16. Estoppels. Either party, within ten (10) days after receipt of a written made by the other party and without charge, shall execute and deliver to the requesting party (or its current or prospective lender or a prospective purchaser of its property), an estoppel certificate substantially in the form attached hereto as Exhibit F confirming: (a) whether this Sublease and the Lease are in full force and effect; (b) any modifications to this Sublease or the Lease; (c) whether any defaults exist under the terms of this Sublease or the Lease; (d) the current monthly rent; and (e) such other similar factual information as may be reasonably requested.

17. Entry for Inspection. Sublessor shall have the right to enter upon the Subleased Property and Additional Area at any time to determine Sublessee's compliance with this Sublease.

18. Default and Remedies. The occurrence of any of the following shall be an event of default: (a) Sublessee's failure to pay any rent or any other amount payable by Sublessee as and when due and Sublessee's continued failure to cure such nonpayment for fifteen (15) days following written notification by Sublessor of such nonpayment; provided, however, Sublessor shall not be required to provide written notice of monetary defaults more than twice in any 12-month period, and accordingly an event of default shall occur upon Sublessee's second failure to pay any rent or any other amount payable by Sublessee as and when due within any 12-month period; (b) Sublessee's failure to perform any other obligation of this Sublease if such failure is not cured within thirty (30) days after notice of such default has been given to Sublessee by Sublessor; or (c) Sublessee's continued breach of any term or condition of the Lease after Sublessee has been notified by Sublessor of said term or condition. Upon default, Sublessor shall have any or all of the following remedies, in addition to all other rights and remedies allowed to Lessor under the Lease and all rights and remedies now or hereafter available at law or equity: (i) Sublessor may terminate this Sublease by written notice to Sublessee unless any such default has been cured prior to such termination notice becoming effective. Any such termination by Sublessor shall not release Sublessee from the obligations contained herein, including the obligation to pay rent; or (ii) Sublessor shall be entitled to recover damages from Sublessee, including, but not limited to the balance of rent due under this Sublease for the remainder of the term of this Sublease, and if Sublessor relets the Subleased Property, the reasonable cost of re-letting the Subleased Property, including but not limited to the cost of the cleanup and removal of Sublessee's property and equipment, and any other resulting expenses, together with any loss of rent suffered by Sublessor over the balance of the term of this Sublease following the default. These remedies, in addition to any other remedy available to Sublessor under applicable law, shall be cumulative. Pursuit by Sublessor of any remedy shall not be deemed to constitute an election of remedies.

19. Notices. All notices provided or permitted to be given under this Sublease must be in writing with all applicable postage and delivery charges prepaid and may be sent to the address of the party to be notified by: (a) depositing the same in the United States mail, certified or registered with return receipt requested; (b) delivering the same in person or by messenger service to such party; (c) delivering the same by FedEx or UPS or similar overnight delivery service to such party; or (d) by e-mail transmission, so long as notice is concurrently sent by another means allowed under this Section 19. Notice given in accordance herewith shall be effective upon the earlier of actual delivery or refusal of a party to accept delivery thereof. Notice given by a party's attorney shall be deemed given by such party:

If to Sublessor: City of St. Helens
265 Strand Street
St. Helens, Oregon 97051
Attn: John Walsh, City Administrator
E-mail: jwalsh@ci.st-helens.or.us

With a copy to: Radler White Parks & Alexander LLP
111 SW Columbia Street, Suite 700
Portland, Oregon 97201
Attn: Dina E. Alexander
E-mail: dalexander@radlerwhite.com

If to Sublessee: WCP Inc.
PO Box 37
Wilsonville, OR 7070
Attn: Michael Bernert
E-mail: michael@wilsonvilleconcrete.com

With a copy to: Sussman Shank LLP
1000 SW Broadway Suite 1400
Portland, OR 97205
Attn: Bryson Davis
E-mail: bdavis@sussmanshank.com

20. Severability. If any provision of this Sublease is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Sublease will not be in any way impaired.

21. Force Majeure. Neither party shall be deemed in default with respect to any of its obligations under this Sublease if that party's failure to perform timely is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts caused directly by the other party or its agents, employees, and invitees, or any other cause beyond that party's reasonable control. Notwithstanding the foregoing, the provisions of this Section 21 shall not operate to excuse Sublessee from the prompt payment of rent as due under any provision hereof.

22. Standard for Discretion. Other than as explicitly provided herein, if any provision of this Sublease requires Sublessee to obtain Sublessor's consent, approval, or any other discretionary determination, then Sublessor may not unreasonably withhold or condition such consent, approval or determination. Further, any approval given by Sublessor under this Sublease will be subject to obtaining Lessor's approval or consent in accordance with the terms of the Lease.

23. Third Party Relationship. This Sublease does not create a joint venture, partnership, or any agency or fiduciary relationship between the parties. Neither party has the power to create any obligation on behalf of the other.

24. Public Disclosure/Confidentiality. Neither party will make any public disclosure of the specific terms of this Sublease, except with the prior approval of the other party, which approval shall not be unreasonably withheld. If desired by both parties, the parties will agree upon the text of a press release regarding the Sublease. Neither party will any public disclosure of its existence before such press release becomes public. Notwithstanding the foregoing, the parties acknowledge that Sublessor is subject to Oregon Public Records Law, which generally provides that written documents retained by Sublessor are subject to disclosure upon the request of any third party except for specific limited exceptions provided for therein.

25. Amendments. This Sublease may not be changed, modified or discharged except by a writing signed by Sublessor and Sublessee.

26. Binding Effect. This Sublease will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.

27. Waiver. Waiver by either party of strict performance of any provision of this Sublease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. No waiver shall be binding unless executed in writing by the party making the waiver.

28. Entire Agreement. This Sublease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Sublease and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

29. Time of Essence. Time is of the essence of performance of each of Sublessee's obligations under this Sublease.

30. Performance of Acts on Business Days; Calculation of Time. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. If the final day of a period or date of performance under this Sublease falls on a Saturday, Sunday or legal holiday then the final day of the period or the date of performance shall be deemed to fall on the next day which is not a Saturday, Sunday or legal holiday, a "**Business Day**." The time in which any act is to be done under this Sublease is computed by excluding the first day, and including the last day, unless the last day is a not a Business Day, in which case the time shall be extended to the next Business Day.

31. Recitals. The "**Recitals**" set forth at the beginning of this Sublease are hereby incorporated into the body of this Sublease.

32. Miscellaneous. This Sublease may be executed in multiple counterparts, all of which, when taken together, shall constitute one and the same instrument. Counterparts may be delivered by electronic mail in PDF format, and counterparts so delivered will be effective as an

original counterpart to bind the signatory. This Sublease shall be interpreted, construed and governed by and under the laws of the State of Oregon as to interpretation, enforcement, validity, construction, and effect and in all other respects, without regard to the choice of law provisions thereof. As used in this Sublease, "including" means including, without limitation and "shall" means mandatory and imperative.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed as of the date and year first above written.

SUBLESSOR:

SUBLESSEE:

CITY OF ST. HELENS

WCP, INC.

By: _____

Printed Name: John Walsh

Title: City Administrator

By: _____

Printed Name: _____

Title: _____

Reviewed as to Form:

By: _____

Printed Name: _____

Title: City Attorney

Exhibit A
Legal Description of Sublessor's Property

Parcel 1, Log Raft/Log Storage

All state-owned submerged and submersible lands in the Columbia River in Section 3, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at a point on the riverward extension of the Northerly line of the City of St. Helens tract described in Instrument No. 2015-6187 recorded on July 23, 2015 in the Clerk's Records of Columbia County, Oregon (also the Northerly line of property identified as Tax Lot 100 on Columbia County Assessor's Map No. 4N1W Sec. 3 as of December 2015), and the line of Ordinary Low Water on the West bank of the Columbia River;

Thence upstream along said line of Ordinary Low Water, a distance of 5,840 feet, more or less;

Thence, riverward along the line perpendicular to the thread of the stream, a distance of 200 feet, more or less;

Thence, downstream and 200 feet parallel to said line of Ordinary Low Water a distance of 5,840 feet, more or less,

Thence, shoreward along a line perpendicular to the thread of the stream, a distance of 200 feet, more or less, to said line of Ordinary Low Water to **the point of beginning**, containing 1,185,000 square feet or 27.2 acres, more or less.;

Parcel 2, Non-Marine

All state-owned submerged and submersible lands in the Columbia River and Multnomah Channel in Section 3, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at a point on the line of Ordinary Low Water on the West bank of the Columbia River at the Southwest corner of **Parcel 1**;

Thence, upstream along the line of Ordinary Low Water on the West bank of the Columbia River/Multnomah Channel, a distance of 345 feet;

Thence, riverward along the line perpendicular to the thread of the stream, a distance of 200 feet;

Thence, downstream and 200 feet parallel to said line of Ordinary Low Water a distance of 320 feet, more or less;

Thence, shoreward along a line perpendicular to the thread of the stream, a distance of 200 feet to said line of Ordinary Low Water, to **the point of beginning**, containing 66,500 square feet or 1.53 acres, more or less.

Parcel 3, Log Raft/Log Storage

All state-owned submerged and submersible lands in the Columbia River and Multnomah Channel in Section 3, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at a point on the line of Ordinary Low Water on the West bank of the Columbia River at the Southwest corner of **Parcel 2**;

Thence, upstream along the line of Ordinary Low Water on the West bank of the Columbia River/Multnomah Channel, a distance of 1,260 feet;

Thence, riverward along the line perpendicular to the thread of the stream, a distance of 200 feet;

Thence, downstream and 200 feet parallel to said line of Ordinary Low Water a distance of 1,260 feet, more or less;

Thence, shoreward along a line perpendicular to the thread of the stream, a distance of 200 feet to said line of Ordinary Low Water, to **the point of beginning**, containing 255,000 square feet or 5.85 acres, more or less.

Parcel 4, Commercial Marina Moorage

All state-owned submerged and submersible lands in the Columbia River in Section 3, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more particularly described as follows:

Beginning at a point on the line of Ordinary Low Water on the West bank of the Columbia River on the Northwest corner of **Parcel 1**;

Thence Southerly along the line of Ordinary Low Water 2,475 feet, more-or-less, to the Northerly bank of Frogmore Slough and **the true point of beginning** of the parcel described herein;

Thence, Westerly, along said Northerly bank a distance of 450 feet, more or less, to the Easterly edge of a rock fill;

Thence, Southerly along said rock fill, a distance of 325 feet, more or less, to the Southerly bank of said Frogmore Slough;

Thence, along the Southerly bank as follows, Northerly, a distance of 100 feet, more or less;

Thence, Easterly, a distance of 150 feet, more or less;

Thence, Southeasterly, a distance of 150 feet, more or less, to the Westerly line of **Parcel 1**;

Thence, Northerly, along said Westerly line 400 feet, more or less, to **the true point of beginning**, containing 73,000 square feet or 1.7 acres, more or less.

Parcel 5, Non-Marine

A tract of land in Section 10, Township 4 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, more particularly described as follows: Beginning at a point which is at the intersection of the Southwesterly line of the St. Helen Pulp and Paper Company tract as described in Deed Book 113, Page 524, records of Columbia County, Oregon with the Southerly right of way line of the Burlington Northern Railroad, said point being South 19°40'40" West 2226.00 feet and South 21°09'00" West 1421.00 feet and South 68°51' East 750.00 feet, more or less, from the Southwest corner of Block 70, St. Helens, as per plat on file and of record in the Clerk's Office of Columbia County, Oregon;

Thence South 70°22'32" East 525.83 feet to the TRUE POINT OF BEGINNING of the following described tract;

Thence North 35°51'00" East a distance of 98.00 feet;

Thence South 54°09'00" East a distance of 72.00 feet;

Thence South 35°51'00" West a distance of 98.00 feet;

Thence North 54°09'00" West a distance of 72.00 feet to the TRUE POINT OF BEGINNING, containing 7,000 square feet or 0.16 acres, more or less.

TOGETHER WITH a 25.00 foot wide strip, being 12.50 feet on each side of the following described center line:

Beginning at a point which is at the intersection of the Southwesterly line of the St. Helen Pulp and Paper Company tract as described in Deed Book 113, Page 524, records of Columbia County, Oregon with the Southerly right of way line of the Burlington Northern Railroad, said point being South 19°40'40" West 2226.00 feet and South 21°09'00" West 1421.00 feet and South 68°51' East 750.00 feet, more or less, from the Southwest corner of Block 70, St. Helens, as per plat on file and of record in the Clerk's Office of Columbia County, Oregon;

Thence South 70°22'32" East 525.83 feet;

Thence North 35°51'00" East 54.75 feet to the TRUE POINT OF BEGINNING of the following described parcel;

Thence North 69°12'48" West to the ordinary low water line of the Multnomah Channel and the end of the parcel, containing 2,200 square feet or 0.05 acres, more or less.

Both areas combined contain 9,200 square feet or 0.21 acres, more or less, and as shown on the attached Exhibit "A".

Total lease area of all Parcels (together the "Leasehold") is 1,588,700 square feet or 36.49 acres, more or less.

Exhibit B
Legal Description of Subleased Property

Exhibit C
Depiction of Subleased Property

Exhibit D
Depiction of the Additional Area

Exhibit E
Initial Conditions Report

(see attached)

Exhibit F
Form of Estoppel Certificate

ESTOPPEL CERTIFICATE

_____, or an affiliate thereof, its successors and/or assigns

RE: _____

Ladies and Gentlemen:

The undersigned, as _____, under that certain Moorage Sublease Agreement dated _____, made with _____, as _____, of which a true, correct and complete copy is attached hereto as Exhibit A (the "Sublease"), hereby ratifies said Sublease and certifies that:

I. The Sublease is subject to that certain Amended and Restated Submerged and Submersible Land Lease, dated September 7, 2016 (the "Lease");

II. The initial term of the Sublease expires on _____, and the Sublease provides for the following extension and/or renewal options: _____;

III. The current base rental payable pursuant to the terms of said Sublease is \$_____ per annum. and further, additional rental pursuant to the Sublease is payable as follows: \$_____ per month;

IV. Sublessee is obligated to pay base rent under the Sublease as follows: _____ [insert rent schedule];

V. No rental has been paid in advance by more than thirty (30) days and no security (except the security deposit in the amount of \$_____) has been deposited with Sublessor;

VI. The most recent payment of current basic rental was for the payment due on _____, 20____, and all basic rental and additional rental payable pursuant to the terms of the Sublease have been paid up to said date;

VII. The operation and use of the premises do not involve the generation, treatment, storage, disposal or release of a hazardous substance or a solid waste into the environment in accordance with the Sublease and in accordance with all applicable environmental laws, zoning ordinances and building codes;

VIII. The Sublease and the Lease are in full force and effect and have not been assigned, modified, supplemented or amended in any way (except by agreement(s) dated _____), and neither party thereto is in default thereunder, and the undersigned has no

knowledge of the existence of any event which, with the giving of notice and the passage of time, or both, would constitute an event of default thereunder;

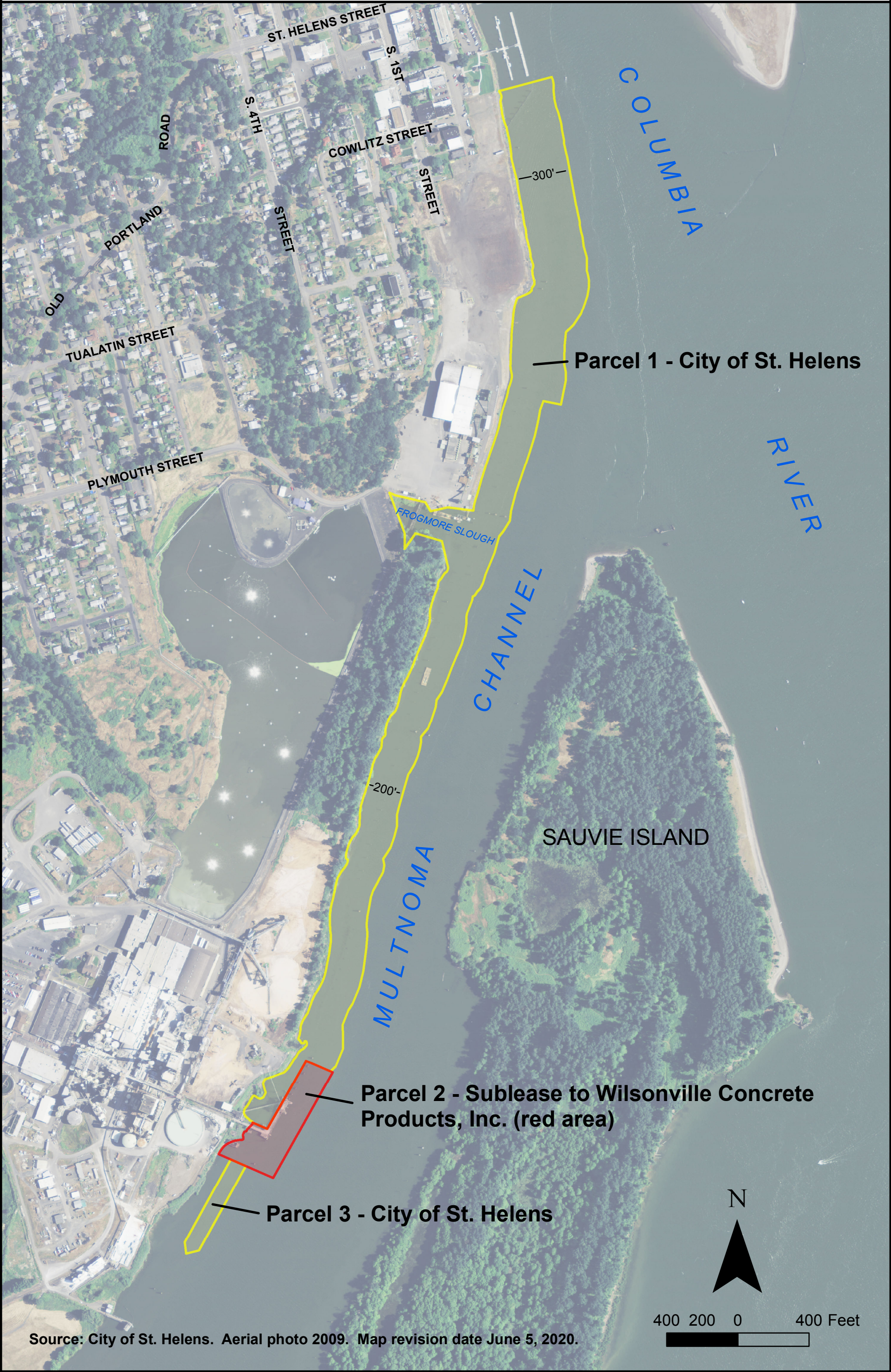
IX. The Sublease and the Lease represent the entire agreement between the parties as to the leasing of the premises;

X. All conditions under the Sublease and the Lease to be performed by the undersigned have been satisfied; and

XI. On this date there are no existing defenses or offsets, claims or counterclaims which the undersigned has against the enforcement of said Lease by the other party.

Very truly yours,

Oregon DSL Lease Area Map - Parcels 1, 2 and 3



City of St. Helens Planning Commission

Approved Minutes

May 12, 2020

Members Present: Chair Hubbard
Commissioner Cohen
Commissioner Semling
Commissioner Lawrence
Commissioner Webster

Members Absent: Vice Chair Cary
Commissioner Stenberg

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

Others: Jennifer Pugsley David Force Michael Anders
Shelly Nelson Dan Hatfield Roger Toth
Jeff Bolton Giovanni Jarquin
Les Watters Emilia Ponti

- 1) **7:00 p.m. Call to Order and Flag Salute**
- 2) **Consent Agenda**
2.A Planning Commission Minutes dated March 10, 2020

Motion: Upon Commissioner Webster's motion and Commissioner Semling's second, the Planning Commission unanimously approved the Draft Minutes Dated March 10, 2020. Commissioner Cohen did not vote due to his absence from that meeting. [AYES: Commissioner Lawrence, Commissioner Webster, Commissioner Semling; Nays: None]

- 3) **Topics from the Floor: Limited to 5 minutes per topic (not on Public Hearing Agenda)**

There were no topics from the floor.

- 4) **Public Hearings (times are earliest start time)**
4.A 7:00 p.m. Subdivision Prelim Plat & Variance at corner of N 6th & Columbia Blvd – LaGrande Townhomes

Chair Hubbard opened the Public Hearing at 7:01 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Associate Planner Dimsho entered the staff report dated May 5, 2020. Dimsho introduced the proposal to the Commission as presented in the staff report. She mentioned how the property

was formerly a carwash. She explained how the applicant wants to replat three existing lots into six different lots for attached single-family dwellings. She also explained how he is applying for the variance for the front setbacks. It is split zoned Mixed Use and General Residential. She mentioned the standards were the same in both zones for attached single-family dwellings. She mentioned that the minimum lot size for attached single-family dwellings is 2,500 square feet. She said minimum lot width is 25 feet. Dimsho said that street trees would be required on both street frontages. She said the two streets were classified as Minor Arterial, which means greater access control standards and higher traffic. She mentioned the applicant will have to provide adequate protection from the arterial streets. She also brought up the condition of the current sidewalks and curbs. City Planner Graichen mentioned that if the Commission decided that the sidewalks needed redone, they would need to decide if they needed to be redone to the new standards that include curb bump-outs or to the current standards they are at now.

Commissioner Cohen asked where the fence was being proposed. Dimsho mentioned it would be along lots one through five abutting N. 6th Street. She mentioned this was up to the Commission to decide what type of screening to require, if any.

Commissioner Webster asked if the property was a gas station and if the tanks from the station had been taken out. Dimsho mentioned there was some environmental testing done on this property. She mentioned they had underground tanks and had permissions to remove them. Dimsho mentioned that the neighboring property may have had some leakage from their tank and so additional testing was done. The test results found that if soil was not disturbed at a 14-foot depth, there would be no impacts to human health and safety.

City Councilor Carlson asked about what the visual standards were for the Columbia Boulevard view. She also asked about the visibility and safety of school-aged children who cross near Columbia Blvd. and 6th Street. Dimsho mentioned that the Corridor Master Plan includes curb extensions to shorten the crossing distance for individuals crossing the roads there. She also mentioned there is a ten-foot setback so development will not be obstructing vision.

Dimsho discussed the City utilities. She said there was a utility easement that takes up a large part of lot six. She also said there was an unknown size of sewer line that alongside the east property line. She mentioned it could be a main line or a private line. She said an easement may be required. Dimsho mentioned there is adequate water and sewer to service this property.

Dimsho mentioned the new language in the conditionals that applies to the new House Bill. Graichen explained how subdivisions usually get recorded first, then they apply for building permits. He said that they are careful with bonds and they usually want all the work to be done, including sidewalks before a subdivision is given building permits. The House Bill allows the builder to get building permits before all the work is completed with appropriate bonding for certain things. Then individual Certificate of Occupancies can be held until all conditions and improvements are done. He mentioned this provides individual homes an option for builders to get permits faster.

There was a small discussion about the access to the different lots and the Minor Arterial streets.

Dimsho said the variance is necessary for the proper design of this subdivision. She said it will give the lots enough buildable area. Design and function also include adequate screening and

buffering. This variance allows the Commission to discuss additional screening requirements. There was a small discussion regarding screening options.

Hatfield, Dan. Applicant. Hatfield was called to speak. Hatfield discussed his building plans. He said he was applying for the variance so that he could design his dwellings correctly. He mentioned he is willing to do whatever the Commission recommended for screenings as well. He said they would be two-story dwellings with three bedrooms. He mentioned there would be a rear entrance. He said he wants to follow everything the Planning Commission encourages and that he will be doing work to help improve the area.

Chair Hubbard asked about the buildings not having entrances that face Columbia Boulevard. City Councilor Carlson also mentioned a concern that the entrances did not face Columbia Boulevard. She said how it would be a very different streetscape. She said she knows there are no street standards, but that this issue was important to the livability of our community. She said the in-fill development happens but wants to make sure we are not upsetting neighbors.

In Favor

No one spoke in favor.

Neutral

Pugsley, Jennifer. Pugsley is the owner of 50 Plaza Square. Pugsley mentioned that 6th Street is such a traveled street, and she was curious why the design did not have a front yard with landscaping along 6th Street with the driveway and entrance to home in the back as proposed. She felt it would be more inviting.

There was a small discussion about the layout. Graichen mentioned we need to review based on the standards we have, not on the standards we wished we had.

In Opposition

No one spoke in opposition.

Rebuttal

No one spoke in rebuttal. **End of Oral Testimony**

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

Close of Public Hearing & Record

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

Deliberations

The Commission went through each condition and determined if it was needed. There was a long discussion about the screening/fence and what should be used. They decided the applicant should construct a five-foot fence along Lots 1-5 abutting N. 6th Street.

Motion: Upon Commissioner Webster's motion and Commissioner Semling's second, the Planning Commission unanimously approved the Subdivision Prelim Plat and Variance as written. [Ayes: Commissioner Semling, Commissioner Lawrence, Commissioner Webster, Commissioner Cohen; Nays: None]

Motion: Upon Commissioner Webster's motion and Commissioner Cohen's second, the Commission unanimously approved the Chair to sign the Findings when prepared. [Ayes: Commissioner Semling, Commissioner Cohen, Commissioner Lawrence, Commissioner Webster; Nays: None]

**4.B 7:30 p.m. Conditional Use Permit & Variance at Matzen and Brayden Streets
– MultiTech Engineering**

Chair Hubbard opened the Public Hearing at 8:51 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Graichen entered the staff report dated May 4, 2020. Graichen introduced the proposal to the Commission as presented in the staff report. Graichen mentioned this is a major modification. He said they were building off of a previous Conditional Use Permit in 2018. He said they are adding a storage facility and then a large flagpole and a bike shelter that were not on the original plans. The Variance is to allow an accessory structure larger than the normal standard. He reminded the Commission that the zoning for this property was General Commercial and normally an accessory structure is not allowed to be built until a principal use is. He mentioned the principal use was the apartment complex in this instance. He said the Commission would need to look at making sure this property could not be sold separately from the apartments and turned into a storage facility, since the zoning does not allow for that. He said there are two ways to do that: through a deed restriction or a land partition.

Commissioner Cohen asked about the height of the nearest buildings to the accessory structure. He wanted to make sure the accessory structure was close in height to the apartments. He also asked what staff recommends for keeping the two properties together. Graichen mentioned the accessory structure was a little shorter than the apartments. He also said that staff feels more comfortable with a land partition.

Commissioner Cohen also asked about security and what was required. Graichen mentioned there was lighting and fencing all around the property. Commissioner Cohen asked for a little more clarification regarding the flagpole. Graichen said the flagpole is proposed at 45 feet and that the proposed conditions require a pole base able to hold the pole with no issues. Graichen mentioned the code says if the flagpole is more than 20 feet in height in residential or more than 30 feet in commercial it requires permitting.

Commissioner Cohen also asked about the bike storage. Graichen said the property was required to have a certain amount of covered bike storage. He said the proposal meets all the standards.

Grentz, Mark. Applicant. Grentz is with MultiTech Engineering. He said it has been a pleasure to work with all the staff. He said they were getting to the end of the overall project and a few of the projects on site needed some finalizing. He said the bike structure would be secure and a nice extra for the tenants. He said the storage facility is important because in their previous apartment projects, tenants have a need for more storage. Grentz mentioned when they first

started the project the storage site was on the premises, but as they began to build, they realized there was not enough room. They are excited to be able to move forward with the storage for their tenants on this abutting property. They said the design of the building will be pleasing to the eye and fit in with the design of the apartments.

In Favor

No one spoke in favor. We received a letter in support from Al Petersen.

Neutral

Carlson, Ginny. City Councilor. Carlson said the project looks great. She said the workers are very nice and that the project landscaping was very nice. She said things were going the way they promised. She said the site did not impede the parking for the people who already live over there. She also mentioned the bronze statues were amazing.

In Opposition

No one spoke in opposition.

Rebuttal

No one spoke in rebuttal.

End of Oral Testimony

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

Close of Public Hearing & Record

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

Deliberations

The Commission was all in agreeance with the Variance. The Commission discussed how to tie the properties together. They agreed that a partition was the cleaner and more solidified way to tie the properties together. There was a small discussion about the flagpole and the height. Commission Cohen recommended that it be reduced to a 35-foot standard, which is the maximum building height for the projects.

Motion: Upon Commissioner Cohen's motion and Commissioner Webster's second, the Planning Commission unanimously approved the Conditional Use Permit and Variance as written. [Ayes: Commissioner Semling, Commissioner Lawrence, Commissioner Webster, Commissioner Cohen; Nays: None]

Motion: Upon Commissioner Cohen's motion and Commissioner Semling's second, the Commission unanimously approved the Chair to sign the Findings when prepared. [Ayes:

Commissioner Semling, Commissioner Cohen, Commissioner Lawrence, Commissioner Webster; Nays: None]

4.C 8:00 p.m. Variance for Lots 28, 37, 38, 66, 70, 71, 74, 76, & 77 – Emerald Meadows / Lennar Northwest, LLC

Chair Hubbard opened the Public Hearing at 9:58 p.m. There were no ex-parte contacts, conflicts of interests, or bias in this matter.

Dimsho entered the staff report dated May 4, 2020. Dimsho introduced the proposal to the Commission as presented in the staff report. This is a similar request as Richmond American made in the Emerald Meadows subdivision. The applicant is requesting nine variances to exceed the maximum lot coverage on nine different lots. Their request is for 27 percent of the lots that they would own, and the request is to accommodate Lennar Northwest's single-story models. She said the Development Code has standards to help promote streetscape and provide light, air, and space. She mentioned when you look at the streetscape, you would see a mix of single- and two-story homes in this case. Dimsho said in the general housing goals there is a policy that promotes housing for those with special needs. She said the applicant's narrative discussed how single-level housing provides for those with children, special needs, and elderly. Dimsho said since variances run with the land, the Commission should limit the conditions to only work with Lennar's models as proposed for each lot. She said the Commission can choose to cap the lot coverage allowed, which would reduce the number of variances granted.

Commissioner Cohen asked if they go with the variances for the seven of the nine, which two lots would be returned to the regular lot size. Dimsho said it would be the two that were above the five percent, which is lot 37 and lot 71.

Commissioner Webster asked if they were affordable. Dimsho said the applicant has narrative that mentions that single level homes are more affordable but said staff cannot confirm affordability. Webster was concerned with the average pricing not being affordable, as this was the argument that resulted in the lot size issue they are dealing with now.

Anders, Michael. Applicant. Anders is with Lennar Northwest, LLC. Anders said they do an extensive amount of research before they decide to move into a community. He said through the process they come up with a viable plan and the goal is to provide houses that meet numerous profiles. He said that there is a need for single-level homes. Anders said they do not deviate from the pre-planned subdivision design. He said they also operate on an "everything is included" policy, so that when the homeowner moves in, the house is complete. He said this provides a neat and tidy look upon completion. He mentioned that price point is relative and that they looked at the City's Housing Needs Analysis, which provided a median price, and they do not plan to vary much from that median. He mentioned they do not set pricing until they go to market.

In Favor

No one spoke in favor. We received a letter in support from Wayne Weigandt

Neutral

Pugsley, Jennifer. Pugsley is the owner of 50 Plaza Square in St. Helens. Pugsley said there is a need in this market for single-level homes. She said, as a local real estate broker, she would like to see more single-level homes available on the market. She said the single-level homes sell much quicker. She has seen Lennar's product in other markets, and they are nice.

In Opposition

No one spoke in opposition. The Commission was given a letter in opposition from Al Petersen.

Rebuttal

Anders, Mark. Applicant. Anders said in response to the letter in opposition from Al Petersen, they are not the creator of the subdivision, but the home builder who is desiring to purchase the remaining lots. He said the research is what led them to the variance request. He said the variance is very specific and is not a wholesale request. He also said this is a request to build a variety of homes with different functions and price points to serve the community of St. Helens based on their research. He believes that taking these steps, which are costly and time consuming, to serve the needs in the market shows that they are not lazy. He thinks the outcome will be more desirable for the community.

Commissioner Cohen said that he felt the letter points out that they knew about the lot coverage standards when they decided to purchase the lots. Anders responded that part of their due diligence was to find out what they needed to do to build homes that are marketable before purchasing, which led them to the variance.

End of Oral Testimony

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

Close of Public Hearing & Record

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

Deliberations

Commissioner Cohen asked if there was anything that would limit the developer from coming and asking for more variances on additional lots. Dimsho said the applicant is looking to buy the remaining lots, but there is nothing that keeps them from coming back and requesting additional variances.

There was a discussion about additional variances for the remaining houses that were in the subdivision. The Commission is concerned about the total number of variances for this subdivision. Commission Webster felt the applicant did not meet the standards for approval. Commissioner Cohen felt conflicted between approval and denial, citing a need for single-story homes, but stated that the applicant knew of the standards before attempting to purchase the lots. He leans towards approval.

Motion: Commissioner Cohen made a motion to approve the variance, as written. There was no second. Motion failed.

There was a discussion about referring the decision to the City Council, as opposed to making the decision themselves. Commission Webster preferred denial, as opposed to a referral.

Motion: Upon Commissioner Webster's motion and Commissioner Cohen's second, the Planning Commission unanimously denied the Variance as written. [Ayes: Commissioner Semling, Commissioner Lawrence, Commissioner Webster, Commissioner Cohen; Nays: None]

Motion: Upon Commissioner Cohen's motion and Commissioner Semling's second, the Commission unanimously approved the Chair to sign the Findings when prepared. [Ayes: Commissioner Semling, Commissioner Cohen, Commissioner Lawrence, Commissioner Webster; Nays: None]

5) Annual Report to Council

Graichen said every year they give a memo to the Council with all the Planning Commission meetings, public hearings and all the items the Commission and Planning Department has done. He said the Council looks at the numbers and future projects. Graichen said the question from the Council is what they can do for the Planning Commission. Commissioner Cohen suggested they have an in-person joint meeting with the Council (when allowed to do so) to brainstorm where Council sees the Commission going. Graichen said he will request this. The Commission agreed that a meeting would be beneficial for both parties involved.

6) Planning Commission Interview Committee Recommendation

Graichen said there were several applicants and the interview committee felt that Jennifer Pugsley was the best applicant. He mentioned there has not been a realtor on the Commission for years and this would fill that hole. Her knowledge of historic preservation will also be valuable too. Graichen said she will be appointed at the next Council meeting if the Commission agrees with this.

Motion: Upon Commissioner Semling's motion and Commissioner Lawrence's second, the Planning Commission unanimously recommended to the City Council appointment of Jennifer Pugsley to the Planning Commission. [AYES: Commissioner Lawrence, Commissioner Semling, Commissioner Webster, Commissioner Cohen; Nays: None]

7) Acceptance Agenda: Planning Administrator Site Design Review

- a. Site Design Review (Major) at 1955 Columbia Blvd – Restaurant sales in an existing commercial building
- b. Site Design Review (Major) at 58144 Old Portland Road – 12,500sf Warehouse building for an existing tenant
- c. Site Design Review (Minor) at 585 S. Columbia River Highway – CRPUD
- d. Scenic Resource Review for addition at 215 N River St. – AKAAN Architecture

Motion: Upon Commissioner Cohen's motion and Commissioner Webster's second, the Commission unanimously approved the Acceptance Agenda: [AYES: Commissioner Lawrence, Commissioner Semling, Commissioner Webster, Commissioner Cohen; Nays: None]

8) Planning Director Decisions

- a. Temporary Use Permit at 1810 Old Portland Rd – City of St. Helens
- b. Partition at 160 Belton Road – Schlumpberger
- c. Sign Permit at 1844 Columbia Blvd – Ramsay Signs
- d. Accessory Structure Permit (Shop) at 2660 Gable Road – Stansbury
- e. Accessory Structure Permit (RV Cover) at 2660 Gable Road – Stansbury
- f. Sign Permit at Matzen/Brayden Street – MultiTech Engineering
- g. Sign permit for secondary sign at 475 S Columbia River Hwy – Vancouver Sign Co.
- h. AMENDED Temporary Use Permit at 1810 Old Portland Rd – City of St. Helens
- i. Auxiliary Dwelling Unit at 374 N 15th St. – St. Helens School District
- j. AMENDED Partition at 160 Belton Road – Schlumpberger
- k. Temporary Use Permit – Renewal at 555 S Columbia River Hwy – Mucias
- l. Temporary Use Permit – Renewal at 35341 Fairfield Ct. – Richmond American
- m. Sensitive Lands Permit at 58144 Old Portland Rd – Port of Columbia County
- n. Temporary Use Permit at Milton Way North of St. Helens St. – US 30 Farmer's Market
- o. Temporary Sign Permit at 2100 Block of Columbia Blvd – Hometown Heroes

There were no comments

9) Planning Department Activity Report

- a. March Planning Department Report
- b. April Planning Department Report

There were no comments.

10) For Your Information Items

Commissioner Lawrence asked about the apartments and senior housing that were approved on Gable Road. Graichen mentioned that they are still working on plans but building permits have not yet been submitted.

Chair Hubbard asked about the St. Helens Police Station. Graichen mentioned they are looking to get some topographic info to make sure exactly where the flood plain is. They are planning on getting a surveyor to confirm. He said it is part of the feasibility study.

11) Next Regular Meeting: June 9, 2020

12) Adjournment

There being no further business before the Planning Commission, the meeting was adjourned 10:37p.m.

Respectfully submitted,

Christina Sullivan
Community Development Administrative Assistant

City of St. Helens
Parks & Trails Commission
May 11, 2020

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

Members Absent: Walter Fowler

Staff Present: Sue Nelson
 Thad Houk
 Sheri Ingram

Others Present: Patrick Birkle
 Shanna Duggan

1) Call Meeting to Order – 4:40 p.m.

2) Approval of Minutes

2.A Approve Minutes of February 10, 2020

Lynne wanted to make a comment on the minutes and clarify something since she wasn't at the February meeting. On the second sentence of 6B, they had that Pettit had brought up the kiosks before they had talked about Youngberg building some kiosks. She doesn't know what that meant but it was in their proposal that they have a private carpenter was going to be doing that. Youngberg almost has it done. It should be done at the end of the month. The County reached out to her and cc'd Jenny Dimsho on this because he had heard about our project. We had figured out how many kiosks and benches we might like to go forward with which was two of each at that time.

In the second paragraph it said that the City would have to come up with materials and that was not true. The Advisory Committee would have to write a grant for money to pay for that part of it. The other part would be in kind by the County. There was some discussion about what happened to the donated materials from Dahlgren's. The materials were donated and the kiosk is being built so there's no change in that. There was a discussion about the cement that was delivered and there was a misunderstanding. The person at Dahlgren's called her on a Monday and said they were going to deliver it Tuesday. He didn't say which Tuesday but she assumed it would be the next day and it was between Christmas and New Years and a week later, early Tuesday morning she gets a call from Dahlgren's saying they've been knocking on Youngberg's door and no one is answering. She called Youngberg and he was in Klamath Falls and he said

go ahead and drop it off and she called Dahlgren's back and let them know. They didn't know there was cement in the delivery and they had a two day rain event and that's what happened to it because nobody was there to take care of it. She and her husband disposed of it and there were a few good bags at the bottom. That is basically what she wanted to convey on the real situation.

Motion: Upon Howard Blumenthal's motion and John Brewington's second, the Commission approved the Minutes of February 10, 2020. [Ayes: Howard Blumenthal, Carmin Dunn, Jerry Belcher, John Brewington, Elisa Mann, Paul Barlow, Jacob Woodruff, Lynne Pettit; Nays: None]

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

Patrick Birkle sent out a list this morning of suggestions to Master Plan of things that could be included. He is just making suggestions as a citizen with an interest in the parks. One is it should include a designation of water trails. Two says it should include a recommendation for the City to designate future parks property. The City has acquired property since the last Master Plan including what is referred to as Jacob's Mountain which is a property on 12th Street. There was a proposal to build a housing development there which would have required the removal of a lot of rock. The City has acquired that property and it is a beautiful natural area. Belcher asked if that is a rock outcropping with camas on it between Columbia Blvd & West Street and Birkle said yes and the previous owner wanted to make a quarry and then turn it into residential. The Boise Whitepaper property is being looked at for rezoning for further development and it has some beautiful areas along creek that would be good for development of trails or a park. Nelson said it is zoned for industrial use and City is going through some Master Planning to look at the layout and plan some potential spots for future industrial uses but there is no specific plan yet. They are trying to figure out how to get utilities to the site and how it would be most logically broken up. The area adjacent to the creek is protected by wetland protection rules.

Birkle said his third thing he wanted to bring up in the section on native and non-native species, he wants them to steer clear of sensitive areas of native plants and when development would take place there would be some kind of notification to interested community members. The Master Plan should include an update about parks that do have native plants. He would recommend that Parks adopt a plan for control of invasives. These are just things for their consideration and he'd be happy to talk with anyone about them in the future. Blumenthal thought these were all good ideas. Belcher said the Botanical Gardens has blackberries, ivy and poison oak. A lot of that should be controlled. Blumenthal said it should be controlled along trails and then people shouldn't be off trails. Dunn said it is along the trails in the Botanical Gardens. Belcher asked Nelson if we could have someone spray poison oak at the botanical garden. She said we have a couple of issues right now. Gerdes was the only one who had a license so now we don't have anyone that is certified to use the motorized sprayer. We can use back pack sprayers and a couple of people were in the middle of classes for a spray license and all of the classes and testing got cancelled because of COVID. We are short a person which is 25% of the Parks crew and can't hire right now and can't hire summer help because of COVID. We also can't use County work crew because of COVID issues so we are limited on what we

can do right now. The COVID issues have hit us hard as far as not being able to do anything above basic maintenance right now.

We are not currently going through the Parks Master Plan update but we are going to update it in the future sometime but there are no firm plans right now. We aren't sure we will have a budget that will allow us to do that work because we are trying to reduce costs and cut back on any unnecessary spending for the foreseeable future until things straighten out and we get back to a somewhat normal life. We are still working on projects that don't affect our budget directly. Brewington asked if things that were scheduled are on hold now and she said a lot of it is still moving forward because they were funded by different funding sources that don't affect our operating costs. The playground in McCormick, the Godfrey Park improvements and the Campbell Park improvements can all move forward because they are grant funding with matching funds from other sources.

Belcher asked if he or Dunn could spray if they wanted to and she said she thinks they could but she needs to verify that. Pettit said she worked with Houk last year and sprayed at Library but asked him if it was ok first. Blumenthal said they have to make sure to not spray natives that may not be showing at the moment.

4) [Councilor's Report](#) – Morten not present.

5) [New Business](#)

5.A Blazers Moda Assist program

Dunn said the program has already happened and we got included this year. They donate \$20 for every assist to fund an all-abilities playground and we competed against Sandy and Astoria and we won with over 48000 votes. She hasn't heard how much money they get yet and since the season got cut short, they are going to average it by past seasons. Brewington said when we use the funds we need to get a nice pic to send to the Blazers. Dunn said they come out and do a grand opening with team members so it's a press thing and they will add it to their website. You can see past winners on their website. Big thanks to everyone in the City who voted! We were a last minute inclusion after another city dropped out and everyone did an amazing job of getting everything together.

5.B Outfall Enhancement at Dalton Lake

Nelson was contacted by ODOT in February and they wanted to send a contractor out to do an initial survey and remove ivy from trees. The whole point was they want to do an enhancement to the outfall for fish passage and it was all at their expense. Belcher asked if they said what they were going to do and she said manually removing ivy from trees was the primary focus at this time. A surveyor would come in and look at existing outfall so they can start working on a design for a more fish-friendly structure. Pettit said the Dalton Lake Advisory Committee would like to be able to get the data ODOT comes up with as it will help them with their research. Blumenthal wonders how the beaver dams will factor into it. Belcher said the original creek used to come out where Brownlow property is and he thinks they dug a new ditch when the sawmill was in there so he was wondering how the fish are going to come in and out of there.

5.C Dog Bag Dispensers

Blumenthal said he has noticed it's good when they put garbage cans near the dog bag dispensers so he'd like us to put garbage cans by them whenever we install any new ones. It would be good to get one halfway between the one at the bottom of the staircase and Columbia View Park because people are throwing them in the blackberry bushes along the trail now. Pettit said they need to find that out too because they are going to have a doggy bag dispenser but they are going to ask people to pack it out so we don't have to put cans out. Houk said when we have put cans out before on the waterfront, they have ended up in the river. It also takes manpower to empty garbage cans too. The parks dumpster was full too because people get their to-go food and eat in the park. Blumenthal made a MOTION to put a garbage can reasonably close anywhere there is a dog bag dispenser.

Houk said we are also getting a lot of household garbage in the garbage cans because it's easy for people to drive up and dump their garbage in them and it's a strain on the system. Belcher was wondering if we put one down at boardwalk, maybe it would be too far for people to walk to dump their household garbage and Houk said those are the ones that end up in the river. Dunn asked if there was an easy way to secure them and Houk said it's not easy to put a concrete anchor in. Nelson said we can put one down there and see how it goes. Houk said just so they know, we are going thru 2000 dog bags a week. Dunn said they should address the boardwalk garbage can first and see how it goes and revisit it. Blumenthal said, since we are doing that, he wouldn't make a recommendation right now.

5.D Work with City Staff on Projects and Notifications to Friends Groups

Blumenthal thought when they worked on the brochure, they would encourage City staff to work with them on notifications of projects. He was hoping Morten would be here. We can discuss it next month if he's here. It's more broad, nothing specific.

5.E Annual Report to Council

Ingram said this was originally scheduled in May but then COVID happened. She asked if a couple of people would like to volunteer and Dunn said she would do it again. Ingram said they would present it at a work session at 1:00 p.m. and could do June 17th or July 15th. Nelson thought they had decided to have a meeting on July 1st. Dunn said she would check her calendar to see what works. Belcher said he could probably be there for moral support.

6) Old Business

6.A Drainage and Turf Infields at McCormick

Nelson said they received a proposal from an interested person and she hasn't done anything with it but it is something we could still pursue for next year. Woodruff said he could ask the league if they could help out with money. Nelson said that would be great and the turf would also be eligible to use some SDC funds. Houk said he thought we were going to put drainage in first and see how it works and do turf later. Nelson said that would be the best option but we will have to look at the cost of it.

6.B Dalton Lake Update – Kiosks, Benches and Bike Rack

Pettit said Youngberg told her he will be done with first one by end of May and his only concern was how we would get it from his house to the lake and Nelson said we would figure it out. She sent a thank you note to Dahlgren in March. She wanted to tell Barlow that on the bike rack, she saw Bill Blank and they didn't have the event that they were going to raise funds for and

asked if he wanted to elaborate on that. Barlow said his understanding is they have the funds and are just waiting one small piece of the funding to come in. It will probably happen around mid-June. Pettit said the goose drawing is a concept the maker sent in and everyone on advisory committee liked it.

She is working with Kathy Syrstad who takes plastic donations to Trex and they build benches for parks, fairgrounds, master gardeners, schools. The poundage has been met for the first bench and they will have it by June. We will use that first bench with bike rack, repair station and kiosk that are all going to be put in together. A person named Steve Olson with the Oregon Bee Project asked to put a bee house on one of the trees. They collect the bees to see what types of bees are there. She put him in contact with Deborah and she will report on the results of that. They had a committee meeting and talked about work parties and sectors so they can do social distancing so they can have 2 to 8 people for monthly work parties. She has contacted Kathy Payne about volunteer forms.

They were looking for access to trails on the south end across private property but that didn't happen so would like a sign at beginning of the south end of Rutherford Parkway. They need another sign on north end saying it is the entrance to Dalton Lake Nature Preserve. There is no way to get to the overlook without going on private property. Nelson asked if there was someone who was going to make signs or was that just for plant identifications? Pettit said they were going to get signs from different vendors but they would like to get City signs for the kiosk like Dawn to Dusk, rules, etc. Would like a 3'X3' signs saying entering Dalton Lake Nature Preserve. Nelson said if she writes what she wants on it and the size, we can figure out if we can order it. And we should look at where she wants them placed. Barlow thought they should put a distance on it so they know how far they have to walk and Pettit said the Advisory Committee discussed that.

Back in January, she thought the Advisory Committee could collaborate with the County for two benches and two kiosks. Casey Garrett found out about their project and sent an email talking about what he was trying to do with tourism and interested in what we are trying to do and thought it was a connector for tourism and trails. They thought it was an opportunity in January as grant funding is drying up so it is about a \$3000 project for us and the County would provide like money in concrete and placement and materials. They are interested in the single kiosk. The double kiosk was too expensive. The benches are a simple flat pine bench with metal on the ends. Nelson said wood ones create a lot of maintenance issues. Houk asked if Pettit would be stocking the dog bag dispenser herself as it is quite a ways out of Parks Department's way. Pettit said she could and that is why they don't want a garbage can there. There is no parking on 4th Street and Chip was going to talk to CCPW about space on 3rd Street. Belcher knows people on 4th Street might not like it but they had trouble with a neighbor at Nob Hill and Neal Sheppeard went in and put in a 3-4 space parking area. Maybe something similar could be done at the north end. Pettit said they checked it out and the street is narrow and the end is a fire department turn-around. Houk said they may be able to move the gate down and make parking. Belcher said Pettit should make a proposal on parking area. Pettit said she would and getting back to the County proposal, she needs a vote in it so they can move forward and write grants.

Motion: Upon Lynne Pettit's motion and Howard Blumenthal's second, the Commission accepted the County Tourism Committee's proposal to incorporate Dalton Lake Nature Preserve into their grant proposal to add kiosks and benches. [Ayes: Howard Blumenthal, Carmin Dunn, Jerry Belcher, John Brewington, Elisa Mann, Paul Barlow, Jacob Woodruff, Lynne Pettit; Nays: None]

Dunn said this was just for their approval and they didn't need to send it on to Council, correct? Nelson thought so.

6.C Master Plan Budget

Nelson said the budget is already set for the year and there was nothing in the budget for updating the Parks Master Plan at this time. It is a big undertaking for staff so it probably would need to go to a consultant. Dimsho says she thinks there is still a lot of relevance in the old Master Plan. Some parks have remained relatively untouched and typically cities do that update every ten years so it might be a little premature. Blumenthal also thought we were going to wait until after the census. Nelson said we should continue to add things to list and save for the next budget cycle and maybe we would have some census information by then too.

Pettit was wondering about the current plan. Page 156 Dalton Lake Trail Improvements listed a project cost. She was wondering if that ever happened. Dunn said that is a suggested project but is a potential cost that could be added to the budget if it was prioritized. Just because it's in the Master Plan doesn't mean it's being done. It wasn't actually in the budget. Nelson said they had done a public survey on suggested projects and she thinks that was an estimate from that. Dimsho said this particular project was based on a grant application from before she worked at the City that involved some Dalton Lake improvements. They realized many of the access points Pettit pointed out earlier were private so this project stalled until they could acquire access. The grant may have been premature but that is where the dollar value came from.

6.D Master Plan List Additions

Belcher said we should add the things on Birkle's list. Nelson suggested turning one of the ballfields at McCormick into a multi-purpose sports field with artificial turf that could be used year-round. Houk thought they should add a sport court at Civic Pride. Belcher asked for an update on the playground at Godfrey Park and Nelson said they have cleared a bunch of area on the north side of the park and it's made a huge difference in the useable space just clearing out the underbrush. Houk said he thinks the slide will be a focal point and will go on the slope of the hill behind the houses. When they did the survey, they found out that sheds and all sorts of things were built over the property line but we aren't going to go quite that far. Dunn said she knows we are short-staffed but is there a timeline for when the equipment will go in and Houk said no.

7) Discussion Items

Blumenthal wanted to thank City of Portland Garden Club for \$500 grant for more caging and plants for Nob Hill. He hand-weeded the staircase and has mowed along the main trails. We are starting to face another major invasive plant that nature areas are trying to get a handle on. They have been talking to the Soil & Water Conservation District to come up with plans for

control. The main new one it's the red shiny geranium that is spreading like wildfire and they are trying to come up with ideas on controlling it. The new 5th Street Trail boardwalk is beautiful but neighbor is riding his motorbike up and down it. He may start weedeating on the trail as it's growing in.

Woodruff asked Houk if the skate park is open or closed. Houk said supposedly it is closed but it's been busy every day. Woodruff said disc golf is busy too and Houk said that isn't closed. They are averaging 18-20 cars in the afternoons.

Houk asked how they would recommend we get rid of a volunteer group if they get too out of control. He heard that happened years ago with a group tearing out each other's flowers and the groups need to understand they are there to assist us, not tell us how to do things. Blumenthal said the groups are there to offer their expertise.

Pettit asked Belcher if he got anyone to take the lead on the Botanical Park and Belcher and Dunn and a few other neighbors can clean it up but they don't want to do anything too formal. Pettit said he can reach out if they need help with anything.

8) [Other Business](#)

9) [Adjournment – 5:46 p.m.](#)

Respectfully submitted by Sheri Ingram

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 17th day of June, 2020 are the following Council minutes:

2020

- Work Session, Public Hearing, and Regular Session Minutes dated May 20, 2020
- Public Hearings and Regular Session Minutes dated June 3, 2020

After Approval of Council Minutes:

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

City of St. Helens City Council

Work Session Minutes

May 20, 2020

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

Members Absent: None

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Assistant City Administrator
Lisa Scholl, Deputy City Recorder
Sue Nelson, Interim Public Works Director
Margaret Jeffries, Library Director
Brian Greenway, Police Chief
Jacob Graichen, City Planner
Mike DeRoia, Building Official
Rachael Barry, Government Affairs & Project Support Specialist
Tina Curry, Event Coordinator
Jenny Dimsho, Associate Planner
Tim Ramis, City Attorney

Others: Patrick Birkle Amanda Heyneman
Mark Ellsworth Paul Vogel
Brian

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

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

- ◆ Nathan Smith, Hudson Garbage. They present to the Council around this time annually to talk about the rate review. Given the COVID-19 situation and the hardship on the citizens of St. Helens, Hudson is going to suspend the rate review. They would like to return in October to present if a rate increase is necessary. Council concurred.

3) **Discussion Topics**

3.A Employee Length of Service Award

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

25 Years

Hired as a Utility Worker I in 1995, Dave Elder has risen through the ranks over the past 25 years, serving as a Water Operator, Field Supervisor/Safety Coordinator and Public Works

Supervisor, where he currently serves the City of St. Helens. Dave has been an integral member of the Public Works team over the quarter-century he has worked here.

Congratulations, Dave, and thank you for your service!

3.B Annual Report from Library Board

Amanda Heynemann reviewed her PowerPoint presentation. A copy is included in the archive packet for this meeting.

3.C Introduction of Port of Columbia County Small Business Developer Mark Ellsworth

Mark Ellsworth expressed that he is grateful to be here. Columbia County is unique with a Port district that encompasses 52 square miles. Their primary responsibility is to grow and support economic development and small businesses. Businesses and individuals are suffering. This has impacted our community deeply. His role is to meet with all businesses in the County and help them take advantage of programs, opportunities to work collaboratively with each other, and offer resources that they need to survive. They are starting to reopen. Oregon was built by individuals coming together as communities for the sake of the community. It is changing times.

Councilor Carlson asked who the best contact is for businesses reopening. Mark responded that he or Columbia County Economic Team (CCET) Interim Executive Director Paul Vogel Mark would be able to help.

Discussion of businesses opening. One opportunity is the ability for businesses to block off parking areas and allow outdoor seating to accommodate more customers. Mark added that there may be workforce dollars to help restaurants get running. He is working with a group of restaurant owners that are exploring ideas.

3.D Introduction of Columbia County Economic Team Interim Executive Director Paul Vogel

Paul Vogel followed up with earlier discussions. CCET has executed a small business webpage that includes links, tools, and updates. Updated guidance is critical to restaurants. Mark is working with businesses on the ground. It is important to continue coordinating with the City and local agencies.

Councilor Carlson asked if there are mechanisms to help people recover the costs of modifications. Paul responded that there are some small business funds existing and being created to help with that. Councilor Carlson also asked about access to businesses to get PPE. Paul explained that they are helping develop a program at the County level to address that. Fortunately, there is a local St. Helens business manufacturing PPE. Their hope is to source PPE for inside and outside the County.

Councilor Carlson asked if Paul has been contacted by the Chamber Ambassador Team. They are working with local businesses as well. Paul said yes. He and Mark have both been in contact with them.

Councilor Topaz talked about the needs for PPE at the Library.

Paul explained that he began working for CCET the second week of April to ensure a smooth transition from Chuck Daughtry's retirement. Small business support has been the priority since then. He talked about some of the projects they have been working on.

Mayor Scholl told Paul that he has been vocal about hiring a headhunter. He looks forward to working with Paul.

Council President Morten was very encouraged by Paul's report. He is glad to see that small businesses are becoming a priority. Mark added that his position directly supports small businesses.

Discussion ensued.

3.E Review "If I Were Mayor..." Student Contest Entries

Three posters and three essays were received. A copy of those are included in the archive meeting packet. Electronic ballots were distributed to the Council. The winners will be announced at tonight's Council meeting.

Councilor Locke recommended that they all be awarded as winners. Mayor Scholl and Councilor Carlson did not agree.

Council President Morten suggested reading the entries into the record next year. Mayor Scholl agreed with discussing that next year when it gets closer to the contest date. He also suggested increasing the prize money to entice more participation.

3.F Storm Drainage Fees Discussion – Matt

Brown reviewed his memo. A copy is included in the archive meeting packet. In late 2019, City Council unanimously approved adding storm fees to accounts that were not previously billed. They discovered that there were about 166 accounts that are outside the city limits and are on a County road. They spoke with the City attorney. Basically, the only way they could apply these fees to accounts outside city limits is if language is in the water section of the Municipal Code, stating that you can be billed for this if you have a water account. Since that is currently not in the Code, he recommends removing the 166 accounts and refunding the one or two months they have been billed for. This also affects the Recreation Fee, which he recommends refunding for those accounts as well since they are outside city limits.

Tim Ramis added that it is okay to charge users outside city limits, but it must be documented in ordinances. Discussion ensued about fees.

Nelson reported that Armstrong will be applying for a discount. They have a large amount of impervious surface. Their storm fee, which was previously exempt, is now very high. The discount could reduce the fee up to 30%. The application fee for the discount is around \$360. They are requesting that be waived since this was imposed upon them and the site is not even being used right now.

Council President Morten asked about individuals that have put in their own storm drainage system. Nelson can review the qualifications with them.

Councilor Topaz expressed problems with drainage onto private property because of the amount of impervious surface. Those properties must pump it off themselves. He suggests a better explanation of the City's stormwater system.

Discussion of the rates. The sewer and storm master plans are in the beginning phase of being updated. The goal is to have Steve Donovan review those and the rates. Nelson added that the master plans will create new capital improvement lists. That will need to be reviewed to update SDC's and rate structures. She is requesting Council input on whether to waive or partially waive fees for the Armstrong site to apply for a fee reduction. They are not arguing with the storm fee, but they are requesting the application fee be reduced. That site has its own DEQ permit to manage stormwater on site, which qualifies them for the discount.

Motion: Upon Topaz's motion and Morten's second, the Council unanimously approved removing charges/fees from the 166 accounts that are outside the city limits.

Motion: Topaz moved to waive the application fee for Armstrong to apply for a fee reduction. Locke second.

Discussion. Councilor Carlson was concerned about this setting a precedent.

Vote: Scholl, Locke, and Topaz in favor; Carlson and Morten opposed; motion carries.

Council President Morten explained that he voted against it because they are no longer doing business in our community and does not agree with giving them a break.

Mayor Scholl voted in favor because they no longer have traffic coming in and out, and they will continue paying the fee.

3.G Review Proposed New Rank of Police Corporal - Brian
Police Chief Greenway briefed the Council on the purpose of this position. A copy of his memo and the job description are included in the archive meeting packet. He pointed out a typo on the job description. It should have said "Must possess an advanced certificate..." rather than intermediate.

Discussion ensued. Council was in favor of adding the position.

3.H Update on Summer Events Planning
Walsh reported that the pandemic has wreaked havoc on events. The Governor's orders are pretty strict with no events allowed through September. This effects 13 Nights on the River, 4th of July, and the Luminights Festival. The fireworks contract was not renewed for 4th of July. Some events could be shifted to later in the year.

Curry reported on events and programs:

- Possibly move 13 Nights on the River into the fall.
- Proposed allowing open containers outside of restaurants to allow for additional outdoor seating.
- Working on a plan to have some events that would be safe and reasonable. It would likely include some street closures.
- Sand Island is open. Council President Morten pointed out the need to take the Governor's orders into consideration.

- Helping with the St. Helens High School graduation. There will be a live feed to watch from home.
- The website for Spirit of Halloweentown is looking awesome.
- The Discover Columbia County website was recently revamped.
- Working on permits for the Masonic Building. Considering changing the usage, which will allow them to save a lot of money.
- Researching having a dark market three times per year. It includes vendors that specialize in Halloween related and fright film related items to purchase. It would conclude with a party at the end of the day.
- Researching drive-thru events.

Mayor Scholl thanked Curry for continuing to work even while she is furloughed.

3.I Discussion regarding Reopening the City

Mayor Scholl began the discussion with the need to protect ourselves but also serve our community. Councilor Locke suggested providing masks to everyone who comes in. Councilor Carlson said that her employer provided her with a mask, sanitizer, and the necessities. She hopes that will be done for all our employees. We do care about their well-being. She wants them to support local business but safely. Council President Morten wants to see masks and sanitizer in appropriate places. Wearing masks is a message that says you are aware that the virus is in the air.

Discussion ensued about reopening park restrooms. Nelson reported that they are required to be cleaned twice a day, seven days a week if they are open. They do not have staffing to do that now. They could investigate shifting work schedules on a temporary basis. Walsh added that playgrounds and shelters cannot be reopened yet. There are a lot of communities that are waiting until June to begin opening.

Discussion ensued about ball field use. Mayor Scholl wants to start letting teams play. Council President Morten is concerned about the City's liability if they open before the Governor's orders allowed. Ramis advised the Council that they have the best case with a claim if they follow either State or County guidelines when they are defined.

Discussion about plexiglass in buildings.

- Plexiglass has been ordered for Utility Billing and Court.
- The Library is working with Councilor Topaz on materials.
- All employees who work with the public have been offered protection.

Brown recommends waiting to open until the materials are received and installed.

Walsh talked about the need for a general strategy with all the departments. The re-entry strategy is around health and wellness for the employees and the public. The Declaration of Emergency is in place until the Council lifts it. That could be done at next month's meeting. Brown recommends staff discuss that and return with a recommendation. Mayor Scholl directed staff to add it to the next work session agenda for discussion.

Councilor Locke suggested purchasing head thermometers for each building. Brown responded that one has been purchased for Court.

Mayor Scholl asked how many current cases have tested positive in Columbia County. Councilor Carlson said 16. There are about 55,000 residents in the County.

Discussion continued on reopening the park restrooms. Walsh recommends meeting the State guidelines of cleaning the restrooms twice a day if they are going to open them. Nelson pointed out that it takes between six and eight hours per day to clean the restrooms. That will take a person away from other park duties. They discussed different options, such as altering schedules, hiring a janitorial service, etc.

Motion: Carlson moved to direct staff to begin making arrangements to reopen the bathrooms.

Walsh recommended that Council direct staff to conduct an informal process to get someone in place as soon as possible who is licensed and qualified to do the work on an interim basis.

Carlson amended the motion to include Walsh's recommendation. Morten seconded. All in favor; none opposed; motion carries.

Councilor Carlson asked about ball field use. Council President Morten suggested waiting until the next meeting to discuss it. Staff was directed to add the discussion to the next agenda. Reservations are not being taken at this time. If the fields are accessible, they are first come, first serve. Nelson reported that a gate was broken to access the fields. Discussion ensued.

- ◆ Brian, President of St. Helens Little League. Their season has been suspended. They would like to be able to practice but do not plan to play games until July.

Consensus of Council to begin the process of allowing practice on the ball fields.

4) **Department Reports**

Police Chief Greenway reported...

- He was not aware of a gate to the ball fields being broken. Was that reported to the Police Department? Nelson responded that it was not. They found the gate broken off the hinge. It apparently happened last night. Greenway requested it be reported to the Police Department.

Interim Public Works Director Nelson reported...

- The waterline replacement project is wrapping up. They completed the waterline portion. There is a small storm drain project included in that they are working on now.
- Getting ready to start a sanitary sewer rehabilitation project in various locations around the City.
- This is National Public Works Week! Thank you to all the hardworking Public Works employees! They are a great group.

Library Director Jeffries reported...

- There is a lot of refurbishment activity happening on site. The painting and flooring is complete.
- Meeting rooms will remain closed for quite a while.
- Opening the Library will be a phased approach. PPE and cleaning supplies will be needed for staff. The first phase will likely begin with curbside service. She is in need of legal advice for questions before they can open.
 - If the public is required to wear masks, does the Library supply those?

- What is the course of action if people refuse to wear a mask?
- If we purchase a temperature device, what kind of actions are we at liberty to take to tell someone that they cannot come into the library.
- Can they ask a person to leave if they are coughing or sneezing?
- They must make sure that staff has a safe environment. People are anxious to have the library open, but she wants to balance staff and public safety. It is complicated and they are working on it.

Assistant City Administrator Brown reported...

- The CIS Cybersecurity Policy is on tonight's agenda for approval. This is a basic policy from CIS that must be passed tonight before they will renew our insurance. They are currently re-writing a specific policy for St. Helens but is still a few months out.
- There is an item on tonight's agenda for a salary schedule addition. Nelson explained that this is for the Water Filtration Facility Supervisor position to keep Howie Burton on temporarily until that position is filled.
- Submitted a reimbursement form this morning to the State for almost \$20,000 for COVID response.
- Recreation Manager Shanna Duggan has been trying to figure out a way to hold summer camps. Unfortunately, most staff are unavailable to return. There are also complications with cleaning and keeping kids six feet apart. He recommends cancelling summer camps. Duggan is working with the Library on activity kits to be distributed. Council concurred with cancelling summer camp this year.
- Duggan has been attending the Columbia County Childhood Trauma Informed Network. This very heavily plays into recreation. They get a lot of different kids from different homes. He requested permission for Walsh to sign a partnership agreement indicating that Duggan is the City's representative for the Network. The Council was in consensus. Council Carlson requested a report about the outreach.
- He recommends reinstating utility bill late fees in August. Consensus of Council to wait to reinstate late fees until offices are open to the public and the Emergency Declaration has been lifted.

City Recorder Payne reported...

- Asked if the Council wants to cancel their July 1 meeting. Mayor Scholl said to tentatively cancel it unless it is needed.

Event Coordinator Curry reported...

- Asked if the Council wanted her to bring back some OLCC uses to compliment businesses. Council concurred.

City Administrator Walsh reported...

- There is a public hearing at 6:45 p.m. tonight for a Community Development Block Grant that the City has been asked to sponsor.
- Thanked CCET and Port of Columbia County for their participation. The Council has supported his participation on the CCET board to increase the local, small business, and community focus. They are requesting financial support and he believes it is well deserved with their changes. Council concurred.
- Re-submitted the BUILD Grant application this week. It will be available on our website.
- Working with the consultant on the Waterfront property about future site layout.
- Met with the County to work collaboratively on a broadband system.

- Asked what the Council would like to do regarding the Public Works Director interviews. Discussion ensued. It was the consensus of the Council to perform the initial interviews on Zoom.
- They are on the forefront of a lot of planning and engineering work with the Riverwalk and Waterfront property.

5) **Council Reports**

Postponed until the evening regular session.

6) **Other Business**

7) **Adjourn** – 4:43 p.m.

Executive Session - CANCELLED

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Public Hearing Minutes

May 20, 2020

This meeting was held electronically via Zoom.

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

Staff Present: John Walsh, City Administrator
Matt Brown, Assistant City Administrator
Lisa Scholl, Deputy City Recorder
Margaret Jeffries, Library Director
Rachael Barry, Government Affairs & Project Support Specialist

Others: Mary McArthur, Col-Pac Lucie Polvogt
Katelyn Leonard Olivia Fantus
Giovanna Anderson

1) **6:45 P.M. - Open Public Hearing**

- 2) **Topic**
2.A Community Development Block Grant Application for COVID-19 Emergency Services (Public Services) Grant

Government Affairs & Project Support Specialist Rachael Barry reviewed the grant. Mary McArthur reported on the complexities of the grant application.

Councilor Locke asked why Community Action Team is not applying. Mary explained how it is being done in other counties but is applied for by cities. This will help fund equipment, delivery, and meals.

Community Development Block Grant Application for COVID-19 Emergency Services (Public Services) Grant

This is a joint project seeking a Public Services Grant for Columbia County, for COVID-19 Response in the amount of \$50,000. The objective is to use these funds for county-wide purchase and distribution of equipment, supplies and materials to support public services.

Background:

In response to the COVID-19 pandemic, Business Oregon has made funds available to meet community needs. The City of St. Helens is eligible to apply for a 2020 Community Development Block Grant from Business Oregon. Community Development Block Grant funds

come from the U.S. Department of Housing and Urban Development. Funding dedicated to public services is \$1,750,000 statewide.

The City of St. Helens will be the applicant for the joint project for 2020 Community Development Block Grants from Business Oregon. This is a joint project seeking a **Public Services Grant for Columbia County for COVID-19 Community Response for \$50,000.**

Partnership:

The City of St. Helens will be the lead applicant and enter into an Intergovernmental Agreement with Columbia County to form a regional public service program. Jointly, we will partner with local public service nonprofit(s) who will deliver the services. Our application is for equipment, supplies and materials necessary to carry out vital public services.

Program description:

Thanks to the work of Columbia County Emergency Management Department and Columbia County Public Health, personal protective equipment (PPE) needs for medical, municipal, law enforcement, first responders, and health-related agencies have been met county-wide and adequate supplies exist for continued response. There are outstanding PPE needs for community-based public service agencies. Supplies and materials stocks need to be replenished and maintained if vital community services are to be available to the individuals and families that we serve. CDBG COVID-19 Emergency Assistance funds will make PPE available to public service agencies county-wide through an agreement between the City of St. Helens, Columbia County, and local community based nonprofit partner(s).

Contacts:

City of St. Helens
Rachael Barry
503.351.3311

rbarry@ci.st-helens.or.us

Columbia County Emergency Management
Della Graham
503.396.9159

della.graham@columbiacountyor.gov

Public Comments – No public comments received.

3) **Close Public Hearing**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Lisa Scholl, Deputy City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Regular Session Minutes

May 20, 2020

This meeting was held electronically via Zoom.

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

Staff Present: John Walsh, City Administrator
Matt Brown, Assistant City Administrator
Lisa Scholl, Deputy City Recorder
Margaret Jeffries, Library Director
Rachael Barry, Government Affairs & Project Support Specialist
Brian Greenway, Chief of Police
Sue Nelson, Interim Public Works Director

Others: Mary McArthur, Col-Pac Lucie Polvogt Sarah Jesse
Katelyn Leonard Olivia Fantus Becky Jesse
Giovanna Anderson River Bennett Patrick Birkle

- 1) **7:00 P.M. - Call Regular Session to Order**
- 2) **Pledge of Allegiance**
- 3) **Visitor Comments - Limited to five (5) minutes per speaker**
No visitor comments.

4) **Announce & Award Prizes to "If I Were Mayor..." Student Contest Winners**
Mayor Scholl announced and awarded the prizes to the "If I Were Mayor..." Student Contest winners. First place winners will receive a goody bag with \$100 cash; a certificate; a \$5 Dari Delish gift card; a reflector donated by the Youth Council; Wellness Program lip balm; and St. Helens pens, postcards, and coaster. The runners-up received the same, with exception to the \$100 cash. Again, this year, Mayor Scholl invited all participants to join him for lunch to be scheduled when it is safe to do so. Congratulations and well done, participants!

Grades 4-5 Poster Category:
Winner – Olivia Fantus
Runners-up – Giovanna Anderson and Sarah Jesse

Grades 6-8 Poster Category:
Winner – Lucie Polvogt
Runners-up – Katelyn Leonard and River Bennett

5) **Ordinances - Final Reading**

- 5.a Ordinance No. 3253: An Ordinance Amending the St. Helens Municipal Code Chapters 17.46 and 17.124 Regarding Floodplains and Floodways, and Accessory Structures

Mayor Scholl read Ordinance No. 3253 by title for the final time. **Motion:** Upon Morten's motion and Carlson's second, the Council unanimously adopted Ordinance No. 3253. **Motion:** [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

6) **Resolutions**

- 6.a Resolution No. 1882: A Resolution Adopting a Cybersecurity Policy

Mayor Scholl read Resolution No. 1882 by title. **Motion:** Upon Locke's motion and Topaz's second, the Council unanimously adopted Resolution No. 1882. **Motion:** [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

- 6.b Resolution No. 1883: A Resolution of the Common Council of the City of St. Helens, Oregon, Amending the City Employee Compensation Plan for Temporary Water Filtration Facility Supervisor

Mayor Scholl read Resolution No. 1883 by title. **Motion:** Upon Morten's motion and Carlson's second, the Council unanimously adopted Resolution No. 1883. **Motion:** [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

- 6.c Resolution No. 1884: A Resolution to Authorize Application for Community Development Block Grant Funds for COVID-19 Emergency Assistance

Mayor Scholl read Resolution No. 1884 by title. **Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously adopted Resolution No. 1884. **Motion:** [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

7) **Award Bid/Contract**

- 7.a 2020 Annual Street Striping Project to Apply-A-Line, Inc. in the Amount of \$18,860

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

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

- 8.a Agreement with Oregon State Marine Board for Maintenance Assistance Program FY21

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

9) **Appointments to Boards/Commissions**

- 9.a Appointments to City Boards & Commissions

Motion: Upon Carlson's motion and Locke's second, the Council unanimously appointed Jennifer Pugsley to the Planning Commission. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

Motion: Upon Topaz's motion and Locke's second, the Council unanimously reappointed Patrick Birkle and Melissa Gaelrun-Maggi to the Library Board. [AYES: Scholl, Carlson, Locke, Morten, Topaz; Nays: None]

10) **Consent Agenda for Acceptance**

10.a Parks & Trails Commission Minutes dated February 10, 2020

10.b Planning Commission Minutes dated March 10, 2020

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

11) **Consent Agenda for Approval**

11.a New Police Corporal Job Description

11.b Accounts Payable Bill Lists

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

12) **Mayor Scholl Reports**

- He is encouraged by the response to the Phase I opening and businesses following CDC guidelines. It has been almost two months since many were closed. They are continuing to learn more about COVID.
- Requested staff add a 10 minute break at 3:00 p.m. during work sessions. He would also like to return to reading the mantra to keep themselves accountable. Being displaced has made it hard for them as well.
- Departments are doing a good job. It reflects leadership.
- He is not going to use COVID as a reason to not move forward on the Waterfront development project. They will learn from it and build a stronger community. We have been and will continue to do it right.
- He apologized for being disrespectful at the work session. We are all in this together.

13) **Council Member Reports**

Council President Morten reported...

- They need to stick with discussions about the topic at hand and find resolutions as a team.
- He appreciates the Council and staff for allowing the Parks and Trails Commission meet via Zoom.
- He is extremely encouraged about the huge small business economic boost that was reported today. It was great news from the Port of Columbia County and Columbia County Economic Team.
- He is hearing positive responses from the community about Zoom. They can hear us and see us. Could there be a combination of Council Chambers and Zoom at the same time? It is a much better community outreach. Councilor Carlson pointed out that there were 30 people liking or commenting on the Facebook live feed. Councilor Locke is also hearing the same comments.

Councilor Carlson reported...

- She is encouraged about small business outreach and partnership. Zoom is fostering that and making it easier for people to be part of the team.
- Youth Council will be doing the Waterfront flowers on Sunday, May 31. Thank you to Means Nursery and Scappoose Bay Watershed for donating plants.
- Good discussions were had during the work session about letting the community get outside.
- She appreciates the passion of the Council. She is grateful to be part of a good, strong team.

Councilor Topaz reported...

- A citizens group will be ringing bells on 4th of July at 2:00 p.m.
- Asked about the status of permits for the docks at Grey Cliffs Park. Council President Morten said Parks & Trails has not advised staff to move forward. Nelson added that they should be able to get grant funding through the Marine Board. Dimsho should be able to help with that.
- DEQ gave a presentation about the Portland Harbor. It is a piece of ground on this side of the railroad bridge, between the cliff and river. It is only above the river level to the cliffs. DEQ does not handle water. There is a high level of toxic waste to remove.
- There is an industrial metal salvage operation that is being located behind the Sheriff's Office. It will bring between 6-10 truckloads of crap in every day. He was upset that the project was not announced before it came here.
- There was an announcement for Council elections. It says there are two incumbents but the date to sign up has not even begun. He is not sure that term can be used.
- He was upset after reading the Build Grant application.
 - It says we are in negotiations for the hotel right now. He thought we put an RFP out. It is not true, as far as he knows.
 - It talks about the Connector Plan but there is nothing in the plan after the Veneer site.
 - Plymouth Street is dangerous right now. It is tough to cycle uphill out of this area.
 - There are references to the Framework Plan. It says Council members are part of the process, but he was not even informed.

Councilor Locke reported...

- Thanked Greenway and Hogue for creating the Corporal position. It will help create a better and safer force and help retain officers.

14) **Department Reports**

Chief Greenway reported...

- Thanked Council for their support.

Interim Public Works Director Nelson reported...

- Happy National Public Works Week! Staff has done a great job with all the changes.
- Had internet issues earlier and was not able to join the public hearing.
- Happy Memorial Day!

Library Director Jeffries reported...

- Thanked Amanda Heynemann for her Library Board report.
- The Library Board had their first Zoom meeting last week. It went well.

Assistant City Administrator Brown reported...

- Facebook stats show that we reached almost 1,700 people with 500 engagements during the work session. It was way more than they have ever seen with other platforms. Tonight, has already reached 950 people with 16 comments.
- Staff is working on a new MuniCode platform for meeting management. They are going to work on making it more user friendly.

Deputy City Recorder Scholl reported...

- Congratulations to the "If I Were Mayor.." Student Contest participants! They all did a great job.

Walsh reported...

- As hard as this has been, it has been a good opportunity to find solutions and a new way of doing business. We will be stronger in the end.
- Addressed Councilor Topaz comments about the Build Grant application. While it is true that we are not currently under negotiations, we were, and we continue to talk. Councilor Carlson added that the application is still very conceptual. Councilor Topaz pointed out that some grants are set in stone. It depends on the framework.

Mayor Scholl thanked citizens for passing the school and jail bond. It was close. It is another step forward for our area. Have a happy, safe Memorial Day weekend!

Stay healthy!

15) **Other Business**

16) **Adjourn – 7:43 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Lisa Scholl, Deputy City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Public Hearing Minutes

June 3, 2020

This meeting was held electronically via Zoom.

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

Staff Present: John Walsh, City Administrator
Matt Brown, Assistant City Administrator
Kathy Payne, City Recorder
Lisa Scholl, Deputy City Recorder
Sue Nelson, Interim Public Works Director
Jenny Dimsho, Associate Planner
Tina Curry, Events Coordinator

Others: None

1) **6:04 P.M. - Open Public Hearing**

2) **Topic**

2.A FY 2020/21 State Revenue Sharing

Assistant City Administrator Matt Brown announced the purpose of the hearing. This includes alcohol, marijuana, cigarettes, and general revenue sharing. This is an opportunity for the public to speak about how those funds should be used by the City.

Public Comments – No public comments received.

3) **Close Public Hearing – 6:05 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Public Hearing Minutes

June 3, 2020

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

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

Others: None

1) **6:05 P.M. - Open Public Hearing**

2) **Topic**

2.A FY 2020/21 Budget

Assistant City Administrator Matt Brown reported that the budget document was approved by the Budget Committee. The approved document is available on the website for review.

Public Comments – No public comments received.

3) **Close Public Hearing – 6:06 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Public Hearing Minutes

June 3, 2020

This meeting was held electronically via Zoom.

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

Staff Present: John Walsh, City Administrator
Matt Brown, Assistant City Administrator
Kathy Payne, City Recorder
Lisa Scholl, Deputy City Recorder
Sue Nelson, Interim Public Works Director
Margaret Jeffries, Library Director
Rachael Barry, Government Affairs & Project Support Specialist
Jenny Dimsho, Associate Planner
Tina Curry, Events Coordinator

Others: Mary McArthur, Col-Pac

- 1) **6:50 P.M. - Open Public Hearing**
- 2) **Topic**
2.A 2020 Community Development Block Grant from Business Oregon for
Emergency Small Business and Microenterprise Assistance Grant

Public Notice and Notice of Public Hearing

The City of St. Helens is eligible to apply for a 2020 Community Development Block Grant from Business Oregon. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes.

Approximately \$12 million will be awarded to Oregon non-metropolitan cities and counties in 2020. Funding available for Business Assistance is \$2 million.

The City of St Helens is applying for a 2020 Community Development Block Grant from Business Oregon for Emergency Small Business and Microenterprise Assistance Grant, serving Columbia County, for COVID-19 Community Response for \$150,000. The maximum grant a City or County can receive for a project of this type is \$150,000. It is

estimated that the project will benefit 60 to 100 business owners and their employees, of whom 100% will be low- or moderate-income.

A public hearing will be held by the St. Helens City Council at 6:50 PM on June 3, 2020 electronically via phone and video conference. Meeting information and a link to participate is available here: <https://www.ci.st-helens.or.us/calendar>. The purpose of this hearing is for the City Council to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed project.

Written comments are also welcome and must be received by 5:00 PM on June 2, 2020 at kathy@ci.st-helens.or.us or to City of St. Helens, Attn: City Recorder, 265 Strand Street, St. Helens, OR 97051. Both oral and written comments will be considered by the City Council in deciding whether to apply.

The method of the hearing is accessible to persons with disabilities. Please contact the City Recorder's Office at 503-366-8217 if you will need any special accommodations to attend or participate in the meeting.

More information about Oregon Community Development Block Grants, the proposed project, and records about the City of St. Helens' past use of Community Development Block Grant funds is available for public review digitally upon request by emailing rbarry@ci.st-helens.or.us. Advance notice is requested. If special accommodations are needed, please notify the office at 503-366-8217 so that appropriate assistance can be provided.

Permanent involuntary displacement of persons or businesses is not anticipated as a result from the proposed project. If displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low- and moderate-income housing that is demolished or converted to another use will be replaced.

City of St. Helens

Government Affairs & Project Support Specialist Rachael Barry reported that this is a joint project seeking \$150,000 in partnership with Columbia County. The grant program is intended to help businesses remain solvent through the crisis and be ready and able to rebuild or reopen, and to fill specific cash-flow gaps in businesses, larger efforts to scale down, reduce expenses, and to take any additional defensive measures to survive crisis. We are requesting approval to apply.

Discussion of the grant amount. The maximum to apply for is \$150,000 but they are not guaranteed to get that amount.

Public Comments – No public comments received.

3) **Close Public Hearing** – 6:54 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Regular Session Minutes

June 3, 2020

This meeting was held electronically via Zoom.

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

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

Others: Patrick Birkle
Quinton Carlson

- 1) **7:00 P.M. - Call Regular Session to Order**
- 2) **Pledge of Allegiance**
- 3) **Visitor Comments - Limited to five (5) minutes per speaker**
 - ◆ Patrick Birkle. He and his daughter just returned from the march. He thanked the mayor, the St. Helens Police Department, Columbia County Sheriff's Office, and everyone else who contributed. He was proud to call himself a citizen of this community. Law enforcement represented themselves and our town very well. Most participants were peaceful.

Council President Morten was impressed with all the youth participating and how well they behaved.

Mayor Scholl thanked Patrick for his comment. Public safety was the number one concern.

Councilor Topaz acknowledged how well the operation was planned.

Comments received from Quinton Carlson via email:

- ◆ Quinton Carlson. I am late in the game, but here are quick thoughts:
 - a. Since the waterfront has been opened as a temporary park, I have seen the community take great advantage of it. This area has now become a treasure for many of us. At the moment, the waterfront "belongs" to the entire community. To me, if this were developed

for residential and commercial use, it would be taking--stealing--a community treasure and putting it into the hands of a few. The great benefit as the current park is that people can get away from buildings and the city, yet still be close to town. If this area gets developed, the city will unlikely ever be able to acquire a Central Park again. I suggest the aim be to put this treasure in the hands of the community, not the few.

- b. The Chronicle quoted a city rep as wanting to bring people to our town with the development. What is the aim? To bring tourists? Or to bring a foreign demographic to fill in the central waterfront, thus changing the tone of the city?
- c. Has anyone done market research on what tourists want when they come to St. Helens?
- d. Again, I believe a St. Helens Central Park would be the best draw for tourists.

Mayor Scholl reported that a lot of planning has been done around that. The park has expanded through the planning. City Administrator Walsh added that a lot of public outreach was done with discussions of including both park space and private development.

4) **Resolutions**

- 4.a Resolution No. 1885: A Resolution of the City of St. Helens Declaring the City's Election to Receive State Revenues
- 4.b Resolution No. 1886: A Resolution of the Common Council of the City of St. Helens, Oregon Adopting Budget, Making Appropriation, and Levying Taxes for the Fiscal Year Beginning July 1, 2020
- 4.c Resolution No. 1887: A Resolution to Authorize Application for Community Development Block Grant Funds for COVID-19 Emergency Small Business & Micro-Enterprise Assistance
- 4.d Resolution No. 1888: A Resolution of the Common Council of the City of St. Helens Adopting an Agreement with Unrepresented Employees of the City of St. Helens
- 4.e Resolution No. 1889: A Resolution of the Common Council of the City of St. Helens, Oregon, Amending the City Employee Compensation Plan for Fiscal Year Beginning July 1, 2020

Mayor Scholl read Resolution Nos. 1885 - 1889 by title. **Motion:** Upon Locke's motion and Morten's second, the Council unanimously adopted Resolution Nos. 1885 - 1889. [Ayes: Locke, Carlson, Topaz, Morten, Scholl; Nays: None]

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

- 5.a Contract Payments

Motion: Upon Carlson's motion and Morten's second, the Council unanimously approved '5a' above.

6) **Appointments to Boards/Commissions**

- 6.a Appoints to City Boards & Commissions

No appointments to boards/commissions.

7) **Consent Agenda for Acceptance**

- 7.a Library Board Minutes dated March 9, 2020

Motion: Upon Carlson's motion and Topaz's second, the Council unanimously accepted '7a' above.

8) **Consent Agenda for Approval**

8.a Work Session, Executive Session, and Regular Session Minutes dated May 6, 2020

8.b Accounts Payable Bill Lists

Motion: Upon Carlson's motion and Topaz's second, the Council unanimously approved '8a' through '8b' above.

9) **Mayor Scholl Reports**

- It has been a stressful few days working with the Police Department regarding the protest. He has never had so many concerned citizens reach out to him about safety. He is very happy with the Police Department for all the work they put into being prepared.
- COVID is still happening, which is a big reason they had the meeting tonight. There was a public hearing and resolution for a grant to receive \$150,000 for our County.
- He encouraged anybody listening to reach out to Connect St. Helens. It is a great program that focuses on bringing community together.

10) **Council Member Reports**

Council President Morten reported...

- He was impressed and encouraged with what he saw with the youth this afternoon. Council says the Pledge of Allegiance before every meeting. Those kids are taking the "liberty and justice for all" statement seriously. He was very much interested in seeing that in our small city. To him, it came alive. He thinks everyone was quite responsible with how they handled themselves.
- Friday is graduation for the St. Helens High School seniors. This has been a tough year and he is proud of them. He is so happy to see the partnership with the school and City.

Councilor Carlson reported...

- She agreed with previous comments. She is glad that the protest was peaceful. She is sad that she missed attending with tonight's meeting conflict but is enjoying all the photos being shared.
- She has been visiting local businesses to inform them about grant opportunities.
- The Youth Council did cleanup and plantings on the waterfront last weekend. Thank you to Means Nursery for donating flowers and Scappoose Bay Watershed Council for donating native plants. She looks forward to more projects with the Youth Council this summer. They are missing the social opportunity.
- The Food Bank was unable to do their Empty Bowls fundraiser. The crafts people are still making the bowls and selling them online to benefit the Food Bank.

Councilor Locke reported...

- The spring burning season was cancelled this year due to COVID. He suggests allowing it for a 16-day period. People still must get a permit and verify it is a burn day.
Motion: Upon Locke's motion and Topaz's second, Council unanimously approved rescheduling the 16-day burn period per the fire department's schedule.
- He and Council President Morten reviewed about 15 Public Works Director job applications today. They would like to pass on their recommendations to Walsh and Payne. Council President Morten encouraged the rest of the Council to review those applications as well. Mayor Scholl acknowledged that he would like to review them since it is his department.

Councilor Topaz reported...

- Grants are available right now for the kayak landing at Grey Cliffs Park. He also found out that the process to get a launching permit is about 18-24 months. The permit costs between \$900-1,500. There is a list of agencies that are involved with making decisions.
- He read the preliminary report on the lagoon from Maul Foster.
 - They said the river only goes up and down two feet. That is important to note because there is a seasonal shift of 20 feet.
 - They did not check the DOGAMI maps. They did verify with their borings that the landslide area is in place. They pulled up wood from the borings and said the landslide area is still active.
- Working on sneeze screens for the Library. He is waiting to hear back from Public Works about materials.
- Judy Thompson is organizing the ringing of the bells on the 4th of July.

11) **Department Reports**

Interim Public Works Director Nelson reported...

- Asked Councilor Topaz to clarify what he needs from Public Works. Councilor Topaz said he needs to talk to Roger about the sneeze guard for the Library because a long piece will be needed. Nelson said she will check on the status. She said plexi-glass is on backorder right now.

Library Director Jeffries reported...

- The work continues in the Columbia Center. They have had electricians in the building the last three days. They have primarily been pulling data lines and doing electrical work for handicap door openers, as well as working on the hot water heater for the sink. Two staff data lines are being dropped into the Armstrong Room. Staff has worked out a nice plan for offering curbside service from that room.

Assistant City Administrator Brown reported...

- Today's work session agenda included a discussion regarding field reservations. Community members are waiting to reserve fields. They had discussed at the last meeting that the parks are open, but they would not accept reservations. Mayor Scholl pointed out that Phase II allows for ball field use, as well as recreation program uses. Consensus of Council to allow for field reservations in Phase II, following State guidelines.
- A cleaning RFP was done. Two responses were received. The current provider did not pursue the RFP. The contract ends June 30, but Payne is going to see if it can be extended. One company has dropped out. The other company sent a bid that was much higher than expected. He approximates that a part-time or even a full-time employee could perform the work at a lower rate. Discussion ensued. Consensus of Council for staff to discuss this at their next manager's meeting and return to Council with a decision.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported...

- He responded to Councilor Topaz's kayak landing project. There is a commercial moorage there. There is no dock, but the pilings are still there. There is a plan to build there. Today, we received a notice of funding opportunity for non-motorized facilities,

such as that.

- Today's work session agenda included a discussion about lifting the emergency declaration. He understands the desire to get back to normal. However, the consequences of doing that makes us ineligible to receive funding from FEMA and other sources. We can still move towards getting back to normal. He recommends checking in on it at every meeting.
- The Columbia View Park bathrooms are open now. They do have sufficient PPE. They are reviewing the cleaning chemicals. It is extensive labor and results in other things not getting done. They may need to reallocate resources.
- Congratulations to the St. Helens High School Seniors. He hopes the festivities go well on Friday. Mayor Scholl added that County Commissioner Heimuller complimented the City for our efforts in helping with the graduation.
- He briefly read the guidance for Phase II opening today but was unable to listen to the news conference. Mayor Scholl asked him to review how those changes will affect the City.
- Thanked the Mayor and Council for continuing to hold tonight's meeting. It is the annual meeting to adopt the budget and resolutions.

Mayor Scholl reminded citizens to be kind to one another. The City is doing what they can to ensure safety.

12) **Other Business**

13) **Adjourn – 7:57 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



St. Helens, OR

Expense Approval Register

Packet: APPKT00101 - AP 5.29.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
U.S BANK EQUIPMENT FINANCE	414517201	05/26/2020	CONTRACT PAYMENT 500-049...	100-715-52005	360.00
WEX BANK	65533470	05/26/2020	FUEL PURCHASES	100-705-52022	1,895.66
LUCY HEIL ATTORNEY AT LAW	APRIL 2020	05/26/2020	LEGAL SERVICES	100-704-52019	1,350.00
WAYNE MARTIN FLOORING INC	1926	05/28/2020	COMMERCIAL REMODEL MAK...	100-706-52023	138.00
TIAA COMMERCIAL FINANCE I...	41452028	05/28/2020	CONTRACT PAYMENT 414520...	100-715-52021	150.00
INGRAM LIBRARY SERVICES	45620212	05/28/2020	BOOKS / AUDIO BOOKS	100-706-52033	39.98
INGRAM LIBRARY SERVICES	45620214	05/28/2020	BOOKS / AUDIO BOOKS	100-706-52033	109.58
INGRAM LIBRARY SERVICES	45657859	05/28/2020	BOOKS / AUDIO BOOKS	100-706-52033	16.83
INGRAM LIBRARY SERVICES	45748924	05/28/2020	BOOKS / AUDIO BOOKS	100-706-52033	74.52
INGRAM LIBRARY SERVICES	45748925	05/28/2020	BOOKS / AUDIO BOOKS	100-706-52033	19.26
INGRAM LIBRARY SERVICES	45748926	05/28/2020	BOOKS / AUDIO BOOKS	100-706-52035	163.95
MIDWEST TAPE	98917273	05/28/2020	DVD / ABD 2000010011	100-706-52034	45.73
MIDWEST TAPE	98917276	05/28/2020	DVD / ABD 2000010011	100-706-52034	264.38
ST HELENS PLACE APARTMENT...	05282020	05/29/2020	OVERPAYMENT REFUND BUS L...	100-000-35002	20.00
VERIZON	9854987367	05/29/2020	POLICE	100-705-52010	1,508.24
VERIZON	9855045839	05/29/2020	CRYSTAL KING	100-701-52010	46.14
VERIZON	9855045839	05/29/2020	THAD HOUCK	100-708-52010	39.30
VERIZON	9855045839	05/29/2020	PAUL GERDES	100-708-52010	17.00
VERIZON	9855045839	05/29/2020	CAMERON PAGE	100-708-52010	17.00
VERIZON	9855045839	05/29/2020	TORY SHELBY	100-708-52010	17.00
VERIZON	9855045839	05/29/2020	MATT BROWN	100-709-52010	52.05
VERIZON	9855045839	05/29/2020	MATT BROWN REC	100-709-52010	36.14
VERIZON	9855045839	05/29/2020	MIKE DEROIA	100-711-52010	52.05
LAND DEVELOPMENT SERVICES	APR 2020	05/29/2020	INSPECTIONS FOR ST. HELENS ...	100-711-52015	398.75
Fund 100 - GENERAL FUND Total:					6,831.56
Fund: 201 - VISITOR TOURISM					
COLUMBIA RIVER PUD	05192020	05/26/2020	POWER 231 S 1ST MASONIC 9...	201-000-52003	121.82
BONNIE WAGNER	INV0000481	05/27/2020	REFUND RESERVATION VEND...	201-000-37023	150.00
CITY OF ST. HELENS	INV0000483	05/28/2020	01-00178-001 MASONIC BUILD..	201-000-52003	44.83
Fund 201 - VISITOR TOURISM Total:					316.65
Fund: 202 - COMMUNITY DEVELOPMENT					
OREGON DEPT. OF ENVIRONM...	HSRAF20-2927	05/28/2020	BOISE PROJECT 163875-00	202-721-52050	224.94
BOISE WHITE PAPER LLC	INV0000485	05/29/2020	50 % REVENUE FROM BOISE P...	202-722-55001	5,000.00
BOISE WHITE PAPER LLC	JUNE 2020	05/29/2020	NOTE PAYEMNT	202-722-55001	12,500.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					17,724.94
Fund: 205 - STREETS					
KITTELSON & ASSOCIATES	0110321	05/28/2020	PROJECT 235440 1ST & ST ST. ...	205-000-53001	9,079.34
Fund 205 - STREETS Total:					9,079.34
Fund: 601 - WATER					
NORTHSTAR CHEMICAL	169231	05/28/2020	SODIUM HYPOCHLORITE 12.5%	601-732-52083	5,844.19
VERIZON	9855045839	05/29/2020	SUE NELSON	601-731-52010	40.01
VERIZON	9855045839	05/29/2020	SUE NELSON	601-731-52010	40.01
VERIZON	9855045839	05/29/2020	HOWIE BURTON	601-732-52010	36.14
VERIZON	9855045839	05/29/2020	WFP 2	601-732-52010	40.01
VERIZON	9855045839	05/29/2020	WFP 1	601-732-52010	40.01
VERIZON	9855045839	05/29/2020	GUY DAVIS	601-732-52010	17.00
Fund 601 - WATER Total:					6,057.37
Fund: 603 - SEWER					
COMCAST	041420202	05/29/2020	0082	603-736-52003	125.52
COMCAST	041420202	05/29/2020	0082	603-737-52003	125.52
CENTURY LINK	05022020	05/29/2020	600	603-736-52010	21.63
CENTURY LINK	05022020	05/29/2020	488	603-736-52010	117.88

Expense Approval Register

Packet: APPKT00101 - AP 5.29.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
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CENTURY LINK	05022020	05/29/2020	293	603-736-52010	21.64
CENTURY LINK	05022020	05/29/2020	654	603-736-52010	21.63
CENTURY LINK	05022020	05/29/2020	488	603-737-52010	117.89
CENTURY LINK	05022020	05/29/2020	688	603-737-52010	21.64
CENTURY LINK	05022020	05/29/2020	600	603-737-52010	21.64
CENTURY LINK	05022020	05/29/2020	293	603-737-52010	21.63
CENTURY LINK	05022020	05/29/2020	654	603-737-52010	21.64
ALLSTREAM	16851901	05/29/2020	ALLSTREAM PHONE ACCT 754...	603-736-52010	24.53
ALLSTREAM	16851901	05/29/2020	ALLSTREAM PHONE ACCT 754...	603-737-52010	24.53
PEAK ELECTRIC GROUP LLC	20515	05/29/2020	ELECTRIC WORK WWT P HOA ...	603-736-52001	187.24
PEAK ELECTRIC GROUP LLC	20515	05/29/2020	ELECTRIC WORK WWT P HOA ...	603-737-52001	187.25
PEAK ELECTRIC GROUP LLC	20515	05/29/2020	ELECTRIC WORK WWT P HOA ...	603-738-52001	374.48
EUROFINS TESTAMEERICA ASL	9800000961-2	05/29/2020	QUARTERLY BIOASSAY TESTING	603-737-52064	4,057.50
VERIZON	9855045839	05/29/2020	STEWART HARTLEY	603-736-52010	12.04
VERIZON	9855045839	05/29/2020	AARON KUNDERS	603-736-52010	12.04
VERIZON	9855045839	05/29/2020	JOHNNY LEAVY	603-736-52010	17.34
VERIZON	9855045839	05/29/2020	JOHNNY LEAVY	603-737-52010	17.35
VERIZON	9855045839	05/29/2020	AARON KUNDERS	603-737-52010	12.04
VERIZON	9855045839	05/29/2020	STEWART HARTLEY	603-737-52010	12.05
VERIZON	9855045839	05/29/2020	JOHNNY LEAVY	603-738-52010	17.36
VERIZON	9855045839	05/29/2020	STEWART HARTLEY	603-738-52010	12.05
VERIZON	9855045839	05/29/2020	AARON KUNDERS	603-738-52010	12.06
Fund 603 - SEWER Total:					5,639.75
Fund: 605 - STORM					
AKS ENGINEERING & FORESTRY	8041-01-01	05/28/2020	TUALATIN ST / S 14TH 8041-01	605-000-52019	7,465.60
Fund 605 - STORM Total:					7,465.60
Fund: 701 - EQUIPMENT					
PAPE MACHINERY	12019034	05/26/2020	EYEBOLT	701-000-52001	49.51
VERIZON	9855045839	05/29/2020	BRETT LONG	701-000-52010	52.05
Fund 701 - EQUIPMENT Total:					101.56
Fund: 702 - INFORMATION SYSTEMS					
MORE POWER TECHNOLOGY ...	10345	05/27/2020	FIREWALL UPGRADE PROJECT	702-000-52006	2,080.00
MORE POWER TECHNOLOGY ...	10346	05/27/2020	IT SUPPORT	702-000-52019	1,747.50
CENTURY LINK	INV0000482	05/28/2020	369B	702-000-52010	40.71
CENTURY LINK	INV0000482	05/28/2020	025B	702-000-52010	40.71
CENTURY LINK	05022020	05/29/2020	909	702-000-52010	76.21
CENTURY LINK	05022020	05/29/2020	162B	702-000-52010	82.60
CENTURY LINK	05022020	05/29/2020	798B	702-000-52010	96.19
CENTURY LINK	05022020	05/29/2020	967	702-000-52010	120.47
CENTURY LINK	05022020	05/29/2020	130	702-000-52010	55.56
CENTURY LINK	05022020	05/29/2020	131	702-000-52010	55.56
CENTURY LINK	05022020	05/29/2020	818	702-000-52010	375.74
CENTURY LINK	05022020	05/29/2020	796	702-000-52010	41.57
CENTURY LINK	05022020	05/29/2020	651	702-000-52010	42.13
CENTURY LINK	05022020	05/29/2020	579	702-000-52010	43.27
CENTURY LINK	05022020	05/29/2020	228	702-000-52010	84.83
COMCAST	05142020	05/29/2020	PARKS COMCAST 8778102010...	702-000-52003	96.04
CENTURY LINK BUSINESS SERV...	1491622214	05/29/2020	ACCT 88035002	702-000-52010	240.91
ALLSTREAM	16851901	05/29/2020	ALLSTREAM PHONE ACCT 754...	702-000-52010	49.06
QWEST DBA CENTURYLINK AC...	3263X201520135	05/29/2020	5163X20453	702-000-52010	82.22
Fund 702 - INFORMATION SYSTEMS Total:					5,451.28
Fund: 703 - PW OPERATIONS					
U.S BANK EQUIPMENT FINANCE	414807875	05/28/2020	CONTRACT PAYMENT 500-049...	703-733-52005	99.00
VERIZON	9855045839	05/29/2020	SHARON DARROUX	703-733-52010	57.00
VERIZON	9855045839	05/29/2020	SUE NELSON	703-733-52010	52.05
VERIZON	9855045839	05/29/2020	CURT LEMONT	703-733-52010	17.00
VERIZON	9855045839	05/29/2020	TIM UNDERWOOD	703-733-52010	52.05
VERIZON	9855045839	05/29/2020	WATER TRUCK	703-734-52010	52.05

Expense Approval Register

Packet: APPKT00101 - AP 5.29.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON	9855045839	05/29/2020	DAVE ELDER	703-734-52010	52.05
VERIZON	9855045839	05/29/2020	SCOTT WILLIAMS	703-734-52010	52.05
VERIZON	9855045839	05/29/2020	ETHAN STERLING	703-734-52010	52.05
Fund 703 - PW OPERATIONS Total:					485.30
Fund: 704 - FACILITY MAJOR MAINTNANCE					
WAYNE MARTIN FLORRING INC	1926	05/28/2020	COMMERCIAL REMODEL MAK...	704-000-53013	6,300.00
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					6,300.00
Grand Total:					65,453.35

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	6,831.56
201 - VISITOR TOURISM	316.65
202 - COMMUNITY DEVELOPMENT	17,724.94
205 - STREETS	9,079.34
601 - WATER	6,057.37
603 - SEWER	5,639.75
605 - STORM	7,465.60
701 - EQUIPMENT	101.56
702 - INFORMATION SYSTEMS	5,451.28
703 - PW OPERATIONS	485.30
704 - FACILITY MAJOR MAINTNANCE	6,300.00
Grand Total:	65,453.35

Account Summary

Account Number	Account Name	Expense Amount
100-000-35002	Business Licenses	20.00
100-701-52010	Telephone	46.14
100-704-52019	Professional Services	1,350.00
100-705-52010	Telephone	1,508.24
100-705-52022	Fuel / Oil	1,895.66
100-706-52023	Facility Maintenance	138.00
100-706-52033	Printed Materials	260.17
100-706-52034	Visual Materials	310.11
100-706-52035	Audio Materials	163.95
100-708-52010	Telephone	90.30
100-709-52010	Telephone	88.19
100-711-52010	Telephone	52.05
100-711-52015	Intergovernmental Servic...	398.75
100-715-52005	Small Equipment	360.00
100-715-52021	Equipment Maintenance	150.00
201-000-37023	13 Nights	150.00
201-000-52003	Utilities	166.65
202-721-52050	Community Wide Assess...	224.94
202-722-55001	Principal	17,500.00
205-000-53001	Capital Outlay	9,079.34
601-731-52010	Telephone	80.02
601-732-52010	Telephone	133.16
601-732-52083	Chemicals	5,844.19
603-736-52001	Operating Supplies	187.24
603-736-52003	Utilities	125.52
603-736-52010	Telephone	270.36
603-737-52001	Operating Supplies	187.25
603-737-52003	Utilities	125.52
603-737-52010	Telephone	270.41
603-737-52064	Lab Testing	4,057.50
603-738-52001	Operating Supplies	374.48
603-738-52010	Telephone	41.47
605-000-52019	Professional Services	7,465.60
701-000-52001	Operating Supplies	49.51
701-000-52010	Telephone	52.05
702-000-52003	Utilities	96.04
702-000-52006	Computer Maintenance	2,080.00
702-000-52010	Telephone	1,527.74
702-000-52019	Professional Services	1,747.50
703-733-52005	Small Equipment	99.00
703-733-52010	Telephone	178.10
703-734-52010	Telephone	208.20

Account Summary

Account Number	Account Name	Expense Amount
704-000-53013	Capital Outlay - Library	6,300.00
	Grand Total:	65,453.35

Project Account Summary

Project Account Key	Expense Amount
None	65,453.35
Grand Total:	65,453.35



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 202 - COMMUNITY DEVELOPMENT					
COLUMBIA COUNTY CLERK	06012020	06/01/2020	ACSP PARTITION	202-721-52019	653.00
Fund 202 - COMMUNITY DEVELOPMENT Total:					653.00
Grand Total:					653.00

Fund Summary

Fund	Expense Amount
202 - COMMUNITY DEVELOPMENT	653.00
Grand Total:	653.00

Account Summary

Account Number	Account Name	Expense Amount
202-721-52019	Professional Services	653.00
Grand Total:		653.00

Project Account Summary

Project Account Key	Expense Amount
None	653.00
Grand Total:	653.00



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Packet: APPKT00105 - AP 6.5.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
NET ASSETS	95-202005	06/01/2020	ESCROW SERVICES	100-707-52019	581.00
ERSKINE LAW PRECTICE LLC	05172020	06/02/2020	5/18-5/29	100-705-52019	2,185.00
INGRAM LIBRARY SERVICES	44466054- CHARGE BACK	06/02/2020	BOOKS / AUDIO BOOKS CHAR...	100-706-52033	247.37
THE LAW OFFICES OF JOSEPH D..	1237	06/04/2020	ZACHERY HENDRICKSON	100-704-52019	200.00
THE LAW OFFICES OF JOSEPH D..	1238	06/04/2020	ERIC CASTRO	100-704-52019	125.00
ZOOBEAN INC	16373	06/04/2020	LICENSE PLUS	100-706-52028	775.46
CHAVES CONSULTING INC	191245	06/04/2020	MONTHLY USER FEE PER USER...	100-702-52019	296.16
INGRAM LIBRARY SERVICES	45748927	06/04/2020	BOOKS / AUDIO BOOKS	100-706-52033	32.39
INGRAM LIBRARY SERVICES	45943063	06/04/2020	BOOKS / AUDIO BOOKS	100-706-52033	108.27
INGRAM LIBRARY SERVICES	45943065	06/04/2020	BOOKS / AUDIO BOOKS	100-706-52033	56.61
INGRAM LIBRARY SERVICES	45943066	06/04/2020	BOOKS / AUDIO BOOKS	100-706-52033	12.57
PROQUEST LLC	70626586	06/04/2020	ACADEMIC DATABASE	100-706-52032	14,550.80
MIDWEST TAPE	98917274	06/04/2020	DVD / ABD 2000010011	100-706-52035	78.97
MIDWEST TAPE	98917277	06/04/2020	DVD / ABD 2000010011	100-706-52035	9.74
METRO PRESORT	IN623332	06/04/2020	SUMMER LIB CHALLENGE MAY...	100-706-52019	1,590.60
SOLUTIONS YES	INV237974	06/04/2020	CONTRACT C11782-01 CITY HA...	100-707-52005	36.38
SOLUTIONS YES	INV238307	06/04/2020	CONTRACT C11918-01 CITY H...	100-715-52005	153.18
SOLUTIONS YES	INV238503	06/04/2020	CONTRACT C11379-01 CITY HA...	100-705-52005	172.59
MUSEUM OF NATURAL AND C...	UOMNCH 30-137	06/04/2020	VIRTUAL OUTREACH PROGRAM	100-706-52028	75.00
Fund 100 - GENERAL FUND Total:					21,287.09
Fund: 203 - COMMUNITY ENHANCEMENT					
ZOOBEAN INC	16373	06/04/2020	LICENSE PLUS	203-706-52028	414.54
Fund 203 - COMMUNITY ENHANCEMENT Total:					414.54
Fund: 205 - STREETS					
COLUMBIA COUNTY TRANSFER..	7019	06/01/2020	DUMP FEES	205-000-52019	27.21
SUNSET EQUIPMENT	71452	06/01/2020	KILZALL	205-000-52001	69.99
INEXPENSIVE TREE CARE	9499	06/02/2020	235 S 12TH ST REMOVE MAPLE	205-000-52019	2,350.00
DAVID EVANS AND ASSOCIATE...	466626	06/04/2020	N VERNONIA RD SIDEWALKS S...	205-000-53019	16,308.54
Fund 205 - STREETS Total:					18,755.74
Fund: 301 - STREETS SDC					
DAVID EVANS AND ASSOCIATE...	466454	06/04/2020	COLUMBIA BLVD. SIDEWALK R...	301-000-53001	1,851.15
Fund 301 - STREETS SDC Total:					1,851.15
Fund: 601 - WATER					
MASTER METERS INC	218523	06/01/2020	MASTERLINK HANDHELD SYST...	601-731-52001	1,500.00
TMI TRUST COMPANY	2	06/01/2020	INTEREST DUE OREGON SER 2...	601-000-55002	42,041.50
CITY OF COLUMBIA CITY	05262020	06/02/2020	001754-001	601-732-52003	80.06
HACH	11977567	06/02/2020	REAGENT SET CHLORINE FREE ...	601-731-52001	74.56
HACH	11977567	06/02/2020	REAGENT SET CHLORINE FREE ...	601-732-52023	138.47
C & M EXCAVATION & TILLITIES..	2	06/04/2020	N 7TH N 9TH WATERLINE IMP...	601-000-53001	56,819.03
Fund 601 - WATER Total:					100,653.62
Fund: 603 - SEWER					
TMI TRUST COMPANY	1	06/01/2020	INTEREST DUE OREGON SERIES..	603-000-55002	11,033.25
COLUMBIA COUNTY TRANSFER..	7019	06/01/2020	DUMP FEES	603-736-52001	7.25
COLUMBIA COUNTY TRANSFER..	7019	06/01/2020	DUMP FEES	603-737-52001	72.56
COLUMBIA COUNTY TRANSFER..	7019	06/01/2020	DUMP FEES	603-737-52001	7.26
Fund 603 - SEWER Total:					11,120.32
Fund: 605 - STORM					
C & M EXCAVATION & TILLITIES..	2	06/04/2020	N 7TH N 9TH WATERLINE IMP...	605-000-53011	38,817.00
Fund 605 - STORM Total:					38,817.00
Fund: 701 - EQUIPMENT					
WESTERN EQUIPMENT	7115669-01	06/01/2020	BLADE SET	701-000-52001	134.30

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PAPE MACHINERY	12055314	06/02/2020	GRIP	701-000-52001	89.31
COLUMBIA RIVER FIRE AND RE...	20-04 APRIL	06/02/2020	SHARED BILLING FOR MAINTA...	701-000-52023	1,020.50
EMMERT CHEVERLET BUICK INC	32659	06/02/2020	AUTO REPAIR	701-000-52001	1,166.69
Fund 701 - EQUIPMENT Total:					2,410.80
Fund: 702 - INFORMATION SYSTEMS					
TYLER TECHNOLOGIES INC	025-294997	06/01/2020	ESS	702-000-52006	2,379.30
COMCAST	05212020	06/02/2020	COMCAST CABLE 8778108990...	702-000-52003	1,054.22
COMCAST	INV0000492	06/02/2020	COMCAST CABLE 8778102010...	702-000-52003	108.35
Fund 702 - INFORMATION SYSTEMS Total:					3,541.87
Fund: 703 - PW OPERATIONS					
COLUMBIA COUNTY TRANSFER..	7019	06/01/2020	DUMP FEES	703-734-52019	5.44
COLUMBIA COUNTY TRANSFER..	7019	06/01/2020	DUMP FEES	703-734-52019	1.81
COLUMBIA COUNTY TRANSFER..	7019	06/01/2020	DUMP FEES	703-734-52019	3.63
COLUMBIA COUNTY TRANSFER..	7019	06/01/2020	DUMP FEES	703-734-52019	9.98
Fund 703 - PW OPERATIONS Total:					20.86
Grand Total:					198,872.99

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	21,287.09
203 - COMMUNITY ENHANCEMENT	414.54
205 - STREETS	18,755.74
301 - STREETS SDC	1,851.15
601 - WATER	100,653.62
603 - SEWER	11,120.32
605 - STORM	38,817.00
701 - EQUIPMENT	2,410.80
702 - INFORMATION SYSTEMS	3,541.87
703 - PW OPERATIONS	20.86
Grand Total:	198,872.99

Account Summary

Account Number	Account Name	Expense Amount
100-702-52019	Professional Services	296.16
100-704-52019	Professional Services	325.00
100-705-52005	Small Equipment	172.59
100-705-52019	Professional Services	2,185.00
100-706-52019	Professional Services	1,590.60
100-706-52028	Projects & Programs	850.46
100-706-52032	Digital Resources	14,550.80
100-706-52033	Printed Materials	457.21
100-706-52035	Audio Materials	88.71
100-707-52005	Small Equipment	36.38
100-707-52019	Professional Services	581.00
100-715-52005	Small Equipment	153.18
203-706-52028	Projects & Programs	414.54
205-000-52001	Operating Supplies	69.99
205-000-52019	Professional Services	2,377.21
205-000-53019	North Vernonia Improve...	16,308.54
301-000-53001	Capital Outlay	1,851.15
601-000-53001	Capital Outlay	56,819.03
601-000-55002	Interest	42,041.50
601-731-52001	Operating Supplies	1,574.56
601-732-52003	Utilities	80.06
601-732-52023	Facility Maintenance	138.47
603-000-55002	Interest	11,033.25
603-736-52001	Operating Supplies	7.25
603-737-52001	Operating Supplies	79.82
605-000-53011	Storm Main Replacement	38,817.00
701-000-52001	Operating Supplies	1,390.30
701-000-52023	Facility Maintenance	1,020.50
702-000-52003	Utilities	1,162.57
702-000-52006	Computer Maintenance	2,379.30
703-734-52019	Professional Services	20.86
Grand Total:		198,872.99

Project Account Summary

Project Account Key	Expense Amount
None	198,872.99
Grand Total:	198,872.99



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - GENERAL FUND					
THE LAW OFFICES OF JOSEPH D..	1240	06/10/2020	DAVID HENDRICKSON	100-704-52019	200.00
PEAK ELECTRIC GROUP LLC	20531	06/10/2020	2 NEW CAT6 CABLES AND TE...	100-706-52023	1,102.50
INGRAM LIBRARY SERVICES	45943064	06/10/2020	BOOKS / AUDIO BOOKS	100-706-52033	54.95
SHRED-IT C/O STERICYCLE INC	8129838335	06/10/2020	POLICE DEPT SHRED SERVICE	100-705-52019	71.07
MIDWEST TAPE	98942639	06/10/2020	DVD / ABD 2000010011	100-706-52035	74.97
MIDWEST TAPE	98942650	06/10/2020	DVD / ABD 2000010011	100-706-52035	76.46
MIDWEST TAPE	98946347	06/10/2020	DVD / ABD 2000010011	100-706-52035	45.98
MIDWEST TAPE	98946349	06/10/2020	DVD / ABD 2000010011	100-706-52034	44.97
OREGON HUMANE SOCIETY	INV0000499	06/10/2020	16-CR-000366 NORMA STEVE...	100-000-21000	50.00
OREGON DEPARTMENT OF RE...	MAY 2020	06/10/2020	STATE DUII DIVERSION	100-000-20700	810.00
OREGON DEPARTMENT OF RE...	MAY 2020	06/10/2020	STATE DUII CONVICTION FEE	100-000-20700	255.00
OREGON DEPARTMENT OF RE...	MAY 2020	06/10/2020	STATE VIOLATION	100-000-20800	366.00
OREGON DEPARTMENT OF RE...	MAY 2020	06/10/2020	STATE MISD	100-000-20800	345.00
OREGON DEPARTMENT OF RE...	MAY 2020	06/10/2020	STATE	100-000-20800	113.00
OREGON DEPARTMENT OF RE...	MAY 2020	06/10/2020	LEMLA	100-000-20800	7.00
OREGON DEPARTMENT OF RE...	MAY 2020	06/10/2020	UNITARY	100-000-20800	22.51
COLUMBIA COUNTY TREASUR...	MAY 2020	06/10/2020	JAIL ASSESSMENT	100-000-20900	62.05
COLUMBIA COUNTY TREASUR...	MAY 2020	06/10/2020	COUNTY ASSESSMENT	100-000-20900	378.47
COLUMBIA COUNTY TREASUR...	MAY 2020	06/10/2020	CITY COURT COSTS DEDUCTED	100-000-36002	-44.05
WILCOX	0503290-IN	06/11/2020	BIO DIESEL PARKS	100-708-52022	806.35
PACIFIC GROUND WORKS INC	06102020	06/11/2020	DUP PAYMENT BUS LIC	100-000-35002	120.00
RICOH USA INC	103748725	06/11/2020	POLICE EQUIPMENT LEASE 14...	100-705-52023	183.67
THE LAW OFFICES OF JOSEPH D..	1239	06/11/2020	LORI KRAFT	100-704-52019	125.00
ORKIN	197407415	06/11/2020	1810 OLD PORTLAND RD PEST ...	100-709-52023	75.00
BIO-MED TESTING SERVICES I...	77937	06/11/2020	DOT TIM UNDERWOOD	100-702-52019	85.00
ENTERPRISE FM TRUST	FBN3955592	06/11/2020	LEASE FOR RANGER BUILDING...	100-711-52026	522.55
ENTERPRISE FM TRUST	FBN3977343	06/11/2020	LEASE FOR RANGER BUILDING...	100-711-52026	522.55
METRO PRESORT	IN623544	06/11/2020	UB BILL PRINTING	100-707-52008	3,487.99
METRO PRESORT	IN623687	06/11/2020	MONTHLY SERVICE CHARGE	100-707-52008	50.00
SOLUTIONS YES	INV239460	06/11/2020	PRINT CHARGES CITY HALL PRI...	100-704-52005	23.26
TROTTER & MORTON FACILITY ..	JUNE-AUG	06/11/2020	C10000 CITY HALL HVAC	100-715-52023	437.25
TROTTER & MORTON FACILITY ..	JUNE-AUG	06/11/2020	C10630 CITY HALL HVAC	100-715-52023	1,587.25
DEPARTMENT OF TRANSPORT...	L0012576198	06/11/2020	FILING COSTS	100-704-52024	48.95
SUNSET AUTO PARTS INC - NA...	MAY 2020	06/11/2020	AUTO PARTS 6355	100-705-52001	25.57
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	1026	100-705-52023	127.50
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	7547	100-705-52023	96.59
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	7636	100-708-52023	284.83
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	4562	100-708-52023	255.00
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	8716	100-708-52023	375.00
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	7598	100-708-52023	467.74
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	5643	100-708-52023	255.00
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	3955	100-708-52023	255.00
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	7056	100-709-52023	8.60
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	7539	100-715-52023	96.59
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	7601	100-715-52023	355.52
U.S BANK EQUIPMENT FINANCE	415727015	06/09/2020	CONTRACT PAYMENT 500052...	100-707-52005	99.00
BULLARD LAW	44023	06/09/2020	GENERAL LABOR	100-705-52019	2,600.00
COMMUNICATIONS NORTHW...	69890	06/09/2020	RADIOS	100-705-52005	3,759.74
CINTAS	8404674933	06/09/2020	CITY HALL FIRST AID CABINET ...	100-715-52019	92.56
CINTAS	8404674934	06/09/2020	PARKS FIRST AID CABINET SER...	100-708-52019	114.89
OREGON STATE BAR	ADV024230	06/09/2020	AD MAY	100-704-52019	43.50
JAMIE EDWARDS - AP	INV0000497	06/09/2020	MILEAGE REIMB. BANK TRIPS / ...	100-707-52001	89.36

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MYLISSA ABERLE	INV0000498	06/09/2020	REFUND FROM AFTERSCHOOL...	100-709-52019	96.74
Fund 100 - GENERAL FUND Total:					21,609.43
Fund: 201 - VISITOR TOURISM					
MASONIC BUILDING LLC	JUNE 2020	06/11/2020	LEASE PAYMENT JUNE	201-000-52059	3,000.00
E2C	4394	06/09/2020	GRADUATION ADVERTISING P...	201-000-52028	5,234.41
Fund 201 - VISITOR TOURISM Total:					8,234.41
Fund: 202 - COMMUNITY DEVELOPMENT					
KITTELSON & ASSOCIATES	0110157	06/11/2020	PROJECT 251060 BUILD GRANT..	202-721-52019	20,530.97
TIBERLUS SOLUTIONS LLC	1482	06/11/2020	FINANCE CONSULTANT	202-721-52051	1,490.00
COLUMBIA BANK	INV0000504	06/11/2020	LOAN PAYMENT	202-723-55001	48,950.31
COLUMBIA BANK	INV0000504	06/11/2020	LOAN PAYMENT	202-723-55002	13,424.37
3J CONSULTING, INC	6010	06/09/2020	20591 ST HELENS INDUSTRIAL ...	202-722-52019	9,731.50
Fund 202 - COMMUNITY DEVELOPMENT Total:					94,127.15
Fund: 203 - COMMUNITY ENHANCEMENT					
HOWARD BLUMENTHAL	INV0000505	06/11/2020	NOB HILL METAL STAKES / WI...	203-708-52028	95.10
Fund 203 - COMMUNITY ENHANCEMENT Total:					95.10
Fund: 601 - WATER					
WILCOX	0504758-IN	06/11/2020	GASOLINE MIDGRADE WFF	601-732-52022	131.40
NORTHSTAR CHEMICAL	170073	06/11/2020	SODIUM HYPOCHLORITE 12.5%	601-732-52083	540.50
ALEXIN ANALYTICAL	40177	06/11/2020	TESTING	601-731-52064	447.00
C & M EXCAVATION & TILLITIES..	INV0000506	06/11/2020	HYDRANT METER RENTAL REF...	601-000-37004	200.00
Fund 601 - WATER Total:					1,318.90
Fund: 603 - SEWER					
COLUMBIA RIVER PUD	06012020	06/11/2020	38633 594 S 9 ST POWER	603-737-52003	8,735.09
TROTTER & MORTON FACILITY ..	JUNE-AUG	06/11/2020	C10855 WWTP HVAC	603-736-52023	274.87
TROTTER & MORTON FACILITY ..	JUNE-AUG	06/11/2020	C10855 WWTP HVAC	603-737-52023	274.88
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	8333	603-736-52003	137.82
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	8333	603-737-52003	137.81
HASA	688159	06/09/2020	MULTI CHLOR	603-736-52083	5,151.00
Fund 603 - SEWER Total:					14,711.47
Fund: 701 - EQUIPMENT					
CARQUEST AUTO PARTS STOR...	05212020	06/11/2020	AUTO PARTS	701-000-52001	58.31
PAPE MACHINERY	12061541	06/11/2020	GRIP	701-000-52001	486.30
KINNEAR SPECIALTIES INC	5028793	06/11/2020	GATOR HOSE	701-000-52001	37.42
KINNEAR SPECIALTIES INC	5028794	06/11/2020	CAM COUPLER	701-000-52001	32.66
GENERAL EQUIPMENT COMP...	73037	06/11/2020	GASKET SQUARE BOOM	701-000-52001	393.04
GENERAL EQUIPMENT COMP...	73037	06/11/2020	CREIT ON ACCOUNT	701-000-52001	-283.79
SUNSET AUTO PARTS INC - NA...	MAY 2020	06/11/2020	AUTO PARTS 6355	701-000-52001	16.99
Fund 701 - EQUIPMENT Total:					740.93
Fund: 702 - INFORMATION SYSTEMS					
CENTURY LINK	05252020	06/11/2020	966B	702-000-52010	346.12
COMCAST	06012020	06/11/2020	REC ACCT 8778 10 201 0914924	702-000-52003	338.48
VERIZON	9855656694	06/11/2020	CELL SERVICE ACCT 242060134..	702-000-52010	169.38
MORE POWER TECHNOLOGY ...	10408	06/09/2020	PREMIUM AGREEMENT / NET...	702-000-52019	10,451.65
Fund 702 - INFORMATION SYSTEMS Total:					11,305.63
Fund: 703 - PW OPERATIONS					
WILCOX	0504891-IN	06/11/2020	BIO DYED DIESEL	703-734-52022	69.12
HUDSON GARBAGE SERVICE	MAY 2020	06/11/2020	7555	703-734-52023	90.49
Fund 703 - PW OPERATIONS Total:					159.61
Fund: 704 - FACILITY MAJOR MAINTNANCE					
MARK COMFORT	200402A	06/11/2020	SMOKE DAMAGE REPAIRS	704-000-53012	7,460.00
Fund 704 - FACILITY MAJOR MAINTNANCE Total:					7,460.00
Grand Total:					159,762.63

Fund Summary

Fund	Expense Amount
100 - GENERAL FUND	21,609.43
201 - VISITOR TOURISM	8,234.41
202 - COMMUNITY DEVELOPMENT	94,127.15
203 - COMMUNITY ENHANCEMENT	95.10
601 - WATER	1,318.90
603 - SEWER	14,711.47
701 - EQUIPMENT	740.93
702 - INFORMATION SYSTEMS	11,305.63
703 - PW OPERATIONS	159.61
704 - FACILITY MAJOR MAINTNANCE	7,460.00
Grand Total:	159,762.63

Account Summary

Account Number	Account Name	Expense Amount
100-000-20700	State Surcharge	1,065.00
100-000-20800	State Assessment	853.51
100-000-20900	County Assessment	440.52
100-000-21000	Court Restitution Paymen...	50.00
100-000-35002	Business Licenses	120.00
100-000-36002	Fines - Court	-44.05
100-702-52019	Professional Services	85.00
100-704-52005	Small Equipment	23.26
100-704-52019	Professional Services	368.50
100-704-52024	Miscellaneous	48.95
100-705-52001	Operating Supplies	25.57
100-705-52005	Small Equipment	3,759.74
100-705-52019	Professional Services	2,671.07
100-705-52023	Facility Maintenance	407.76
100-706-52023	Facility Maintenance	1,102.50
100-706-52033	Printed Materials	54.95
100-706-52034	Visual Materials	44.97
100-706-52035	Audio Materials	197.41
100-707-52001	Operating Supplies	89.36
100-707-52005	Small Equipment	99.00
100-707-52008	Printing	3,537.99
100-708-52019	Professional Services	114.89
100-708-52022	Fuel / Oil	806.35
100-708-52023	Facility Maintenance	1,892.57
100-709-52019	Professional Services	96.74
100-709-52023	Facility Maintenance	83.60
100-711-52026	Equipment Fund Charges	1,045.10
100-715-52019	Professional Services	92.56
100-715-52023	Facility Maintenance	2,476.61
201-000-52028	Projects & Programs	5,234.41
201-000-52059	Events - General	3,000.00
202-721-52019	Professional Services	20,530.97
202-721-52051	Urban Renewal	1,490.00
202-722-52019	Professional Services	9,731.50
202-723-55001	Principal	48,950.31
202-723-55002	Interest	13,424.37
203-708-52028	Projects and Programs	95.10
601-000-37004	Miscellaneous - General	200.00
601-731-52064	Lab Testing	447.00
601-732-52022	Fuel / Oil	131.40
601-732-52083	Chemicals	540.50
603-736-52003	Utilities	137.82
603-736-52023	Facility Maintenance	274.87
603-736-52083	Chemicals	5,151.00
603-737-52003	Utilities	8,872.90

Account Summary

Account Number	Account Name	Expense Amount
603-737-52023	Facility Maintenance	274.88
701-000-52001	Operating Supplies	740.93
702-000-52003	Utilities	338.48
702-000-52010	Telephone	515.50
702-000-52019	Professional Services	10,451.65
703-734-52022	Fuel / Oil	69.12
703-734-52023	Facility Maintenance	90.49
704-000-53012	Capital Outlay - Parks	7,460.00
Grand Total:		159,762.63

Project Account Summary

Project Account Key	Expense Amount
None	159,762.63
Grand Total:	159,762.63

City of St. Helens
Declare Surplus Property
City Council Meeting
June 17, 2020

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

ID NO.	POLICE DEPARTMENT UNCLAIMED PROPERTY
16003837	Knife
17096094	Pallet Jack
17096135	Cart,tent,sleeping pad
18037765	Bag with items
18040557	Gas cans
18050162	Backpack
18050272	Ipod
18052696	lawnmower
18076147	currency
18076147	Backpack
19000870	Luggage cart,backpack
19008665	iPhone
19021093	Cinch bag with clothing
19022723	Kayak
19024839	pouch
19030931	Backpack
19044475	Mountain bike
19050213	SD card
19055690	pellet gun
19057082	knife
20004756	wallet
20994685	skateboard
20008419	sweater
16039311	backpack
16060575	black backpack
16061322	pink backpack
16076491	backpack
16077442	backpack
16082149	blue backpack
16089468	backpack
17007275	backpack
17016733	Columbia backpack
17024246	backpack
17027772	backpack

ID NO.	POLICE DEPARTMENT UNCLAIMED PROPERTY
17038982	backpack
17039917	black backpack
17040757	backpack
17048772	black backpack
17054538	black backpack
17057735	backpack
17061689	black backpack
17074512	black backpack
17082403	backpack
17088709	black bag
17092732	backpack
17097481	backpack,knife
17097647	backpack
18008847	backpack
18010324	black backpack
18014155	Gray backpack
18024248	red backpack
18025889	blue and black backpack
18025985	black backpack
18026278	black backpack
18032767	blue backpack
18034920	backpack
18035315	backpack
18041085	backpack
18045296	backpack
19062502	backpack
16066543	red schwinn, helmet
17029302	giant bicycle
17057348	schwinn bicycle
17075307	child BMX bicycle
17078397	dynacraft bicycle
17090705	mountain bike
17091949	trek mountain bike
17094003	Pacific BMX
18000873	bicycle
18007406	black mountain bike
18011808	huffy kids bike
18028139	fable BMX
18041974	roadmaster bike
18042839	Mongoose bicycle
18051625	nishiki bicycle
18052736	dynacraft bicycle
19052852	black BMX
16082149	bicycle

