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## City of St. Helens COUNCIL AGENDA

**Wednesday, April 20, 2016**

City Council Chambers, 265 Strand Street, St. Helens

### City Council Members

Mayor Randy Peterson  
Council President Doug Morten  
Councilor Keith Locke  
Councilor Susan Conn  
Councilor Ginny Carlson

### **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. **7:00PM - CALL REGULAR SESSION TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **INVITATION TO CITIZENS FOR PUBLIC COMMENT** – *Limited to five (5) minutes per speaker.*
4. **RESOLUTIONS**
  - A. **Resolution No. 1735:** A Resolution Adopting a City of St. Helens Fleet Safety Program Policy
5. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
  - A. Intergovernmental Agreement with Columbia City for Building Department Services
  - B. Intergovernmental Agreement with Columbia County Regarding Gable Road Improvements
  - C. Personal Services Agreement with Jim Byerley for Building Plan Review Services
  - D. Contract Payments
6. **APPOINTMENTS TO CITY BOARDS & COMMISSIONS**
7. **CONSENT AGENDA FOR ACCEPTANCE**
  - A. Parks Commission Minutes dated February 8, 2016
  - B. Accounts Payable Bill List
8. **CONSENT AGENDA FOR APPROVAL**
  - A. Street Closure – 13 Nights Concert Series – Close Strand Street from Corner of City Hall to City Parking Lot and Over to Beer Garden – Thursdays from June 2 to September 1, 2016
  - B. OLCC Licenses
  - C. Council Work Session and Regular Session Minutes dated April 6, 2016
  - D. Accounts Payable Bill List
9. **MAYOR PETERSON REPORTS**
10. **COUNCIL MEMBER REPORTS**
11. **DEPARTMENT REPORTS**
12. **ADJOURN**

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

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

**City of St. Helens**  
**RESOLUTION NO. 1735**

**A RESOLUTION ADOPTING A CITY OF ST. HELENS  
FLEET SAFETY PROGRAM POLICY**

**WHEREAS**, in order to maintain an efficient and orderly operation, it is necessary that employees follow certain rules when operating City vehicles/equipment; and

**WHEREAS**, the City Council finds it in the best interest of the employees, citizens and customers of the City of St. Helens, to adopt a Fleet Safety Program Policy.

**NOW, THEREFORE, the City of St. Helens resolves as follows:**

**Section 1.** The Fleet Safety Program Policy, attached as Exhibit A and incorporated herein by reference, is hereby adopted.

**Approved and adopted** by the City Council on April 20, 2016, by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Randy Peterson, Mayor

ATTEST:

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

<b>CITY OF ST. HELENS</b>	
FLEET SAFETY PROGRAM POLICY	POLICY NUMBER:
EFFECTIVE DATE:	APPROVAL:

**I. POLICY**

Fleet Safety Program.

**II. PURPOSE**

In order to maintain an efficient and orderly operation, it is necessary that employees follow certain rules when operating City vehicles/equipment.

**III. PROCEDURES**

See attached Fleet Safety Program Handbook.



# **FLEET SAFETY PROGRAM HANDBOOK**



**DRAFT  
04/05/16**





# INTRODUCTION

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These rules are published for the information and guidance of employees of the City of St. Helens. 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 manual at all times.

**NO JOB IS SO IMPORTANT, NO SERVICE SO URGENT  
THAT WE CANNOT TAKE THE TIME TO PERFORM IT  
SAFELY!**



## SECTION 1

### CONDITIONS FOR DRIVING VEHICLES

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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.

#### **Qualifications**

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.
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 years.



## SECTION 2

### DRIVER ELIGIBILITY GUIDELINES

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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.

**Employees must report to their supervisor any change in driving status. Failure to report a suspended license and other “prohibited” action may result in disciplinary action, up to and including, termination.**

**1. No major violations in the previous three years.**

Major violations include:

- 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 years.**

Minor violations include:

- 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 years.** All accidents are considered at-fault unless proven otherwise.

## Driver Guidelines Matrix

Number of Moving Violations Within Past 5 Years	Number of Accidents within Past 5 Years				Number of DUI or DWI within Past 5 Years
	0	1	2	3	1 or More
0	Clear	Acceptable	Borderline	Prohibited	Prohibited
1	Acceptable	Acceptable	Borderline	Prohibited	Prohibited
2	Acceptable	Borderline	Prohibited	Prohibited	Prohibited
3	Borderline	Prohibited	Prohibited	Prohibited	Prohibited
4	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited
5	Prohibited	Prohibited	Prohibited	Prohibited	Prohibited

**Failure to report a suspended license and other “prohibited” action may result in disciplinary action, up to and including, termination.**



## SECTION 3

### DRIVER SUPERVISION

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1. Motor Vehicle Records: Oregon DMV's Automated Reporting Services (ARS) provides the City with updates when an employee's driver license is modified.
2. Accident Review: All vehicle accidents will be reviewed by the Safety Committee to determine preventability.
  - a) A preventable accident is any accident in which the driver failed to do everything he/she could have reasonably done to prevent the accident.
  - b) 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.
  - c) 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.

#### **How to Determine Preventability**

This guide is to be used by the Safety Committee in determining if an accident is preventable or non-preventable:

1. What is a preventable accident?

A PREVENTABLE accident is any accident in which the driver failed to do everything he/she reasonably could have done to avoid it.

2. What is a non-preventable accident?

A NON-PREVENTABLE accident is an accident in which the driver did everything he/she reasonably could have done to foresee the things that caused the accident and guard against them.

## **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.

## **Personal Use of City Vehicles**

The City prohibits the personal use of vehicles unless approved by supervisor as outlined in the City of St. Helens Personnel Policies and Procedures Handbook.

## **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 will appreciate 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 liable for all speeding, traffic and parking violations.

## **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 is prohibited.

## **Passengers**

Your supervisor must approve all passengers. Generally, it is not approved to have family members as passengers in public vehicles. All passengers must wear seat belts.



## SECTION 4

### SAFETY

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#### Inspections

A pre-trip inspection should be made at the start of each shift to ensure 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."

##### **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. 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 insurance broker Hagan Hamilton (503-397-0123) 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**

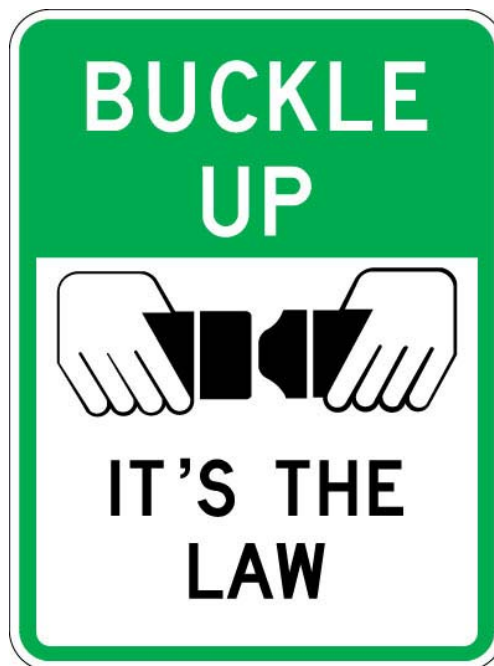
It is the driver's responsibility to make sure vehicles are well-maintained and in safe running condition. Frequent inspections must be conducted. Inspect your vehicle before starting out on the road.

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

## **BUCKLE UP FOR SAFETY!**



## ACKNOWLEDGMENT

I, \_\_\_\_\_, have received, read and understand the City of  
*Print Name*  
St. Helens Fleet Safety Program Handbook and will abide by its contents. If I have  
any questions regarding the Handbook's provisions, I will discuss them with my  
supervisor.

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

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

**Please return this page to Human Resources.**

**CITY OF COLUMBIA CITY – CITY OF ST. HELENS  
INTERGOVERNMENTAL AGREEMENT  
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

**PARTIES**

This Agreement is entered into by and between the City of Columbia City, a municipal corporation of the State of Oregon, hereinafter referred to as “Columbia City” and the City of St. Helens, a municipal corporation of the State of Oregon, hereinafter referred to as “St. Helens”.

**RECITALS**

WHEREAS, by the authority granted in ORS 190.010, a local government may enter into an intergovernmental agreement with another local government to perform any and all functions that a party to the agreement, its officers or agencies, have the authority to perform; and

WHEREAS, Columbia City desires to employ the services of St. Helens to provide building inspection and plan review services for review of compliance with applicable building codes; and

WHEREAS, Columbia City desires to provide a high level of professional and technical services at a cost less than the fees paid to Columbia City by permit applicants; and

WHEREAS, Columbia City wishes to contract with an organization directed by persons having experience and knowledge in the interpretation and application of regulations providing for protection of the public; and

WHEREAS, St. Helens’ building inspectors, supervisors and managers are credentialed, have regulatory plan review and building inspection experience and otherwise meet Columbia City’s criteria; and

WHEREAS, St. Helens is able to provide the services Columbia City is seeking and is willing to enter into this Agreement with Columbia City to provide building inspection and plan review services to Columbia City in accordance with and limited to the provisions set forth in this Agreement.

**AGREEMENT**

In consideration of the promises and mutual covenants and agreements herein contained, it is agreed between the parties as follows:

1. **Effective Date.** This Agreement is effective on the last date signed by the parties, below.
2. **Completion Date.** This Agreement shall continue until June 30, 2016 and shall automatically renew every year thereafter on July 1<sup>st</sup> unless terminated by either party pursuant to Paragraph 7 of this Agreement.
3. **St. Helens Services.** St. Helens agrees to provide services as follows:
  - a. Building inspection services, to supplement Columbia City Staff upon request of Columbia City, to determine compliance with approved plans and Columbia City adopted Oregon State Building Codes (including Building, Plumbing and Mechanical.) The service goal is to perform such inspections within 48 hours of request by Columbia City and provide an inspection record to the applicant and Columbia City.
  - b. Plan review services of complete plans with the following service goals:
    - i. For one and two family residential buildings, additions and related work: complete initial plan review within seven (7) business days.
    - ii. For multi-family residential, mixed use and non-residential buildings deemed by St. Helens

- to be of normal complexity: complete initial plan review in less than twelve (12) business days.
- iii. For multi-family residential, mixed use and non-residential buildings deemed by St. Helens to be of unusual complexity: complete plan review in less than fifteen (15) business days.

Notwithstanding the service goals outlined above, St. Helens reserves the right to prioritize its own building inspection and plan review work over Columbia City building inspection and plan review service requests.

4. Consideration. Compensation shall be at the following hourly rates, billed in one half-hour increments:
  - a. Commercial and mixed use plan review and inspections: \$75.00 per hour, not to exceed 80% of permit fees.
  - b. Residential plan review and inspection: \$75.00 per hour, not to exceed 80% of permit fees.

St. Helens shall submit, after the first business day of each month, the invoice for building inspections performed during the prior month. Payment of invoiced and approved items shall be mailed to St. Helens within twenty-five (25) days after the date of the invoice. Payments not made within the above time frame shall, when paid, be increased one and one-half percent per month, or any portion of a month, for each month the payment is delayed.

5. Permit fees. Permit fees collected by Columbia City will be consistent with the St. Helens fee schedule as approved by the State of Oregon Building Codes Division. All Columbia City system development charges, planning fees, City surcharges, local ordinance fees and the State Building Code surcharge fees (12%) will be collected by Columbia City.
6. Compliance with Codes and Standards. It shall be St. Helens' responsibility to determine compliance with all applicable building, health and sanitation laws and codes, and with other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions, and rules.
7. Contract Representatives. Contract representatives for this Agreement are the following:
  - a. For St. Helens:  
Robert Johnston, Building Official  
City of St. Helens  
PO Box 278  
St. Helens, Oregon 97051
  - b. For Columbia City:  
Leahnette Rivers, City Administrator  
City of Columbia City  
PO Box 189  
1840 Second Street  
Columbia City, OR 97018

All correspondence shall be sent to the above addresses when written notification is necessary. Representatives of the parties to this Agreement can be changed or substituted by either party providing written notice to the other party at the provided addresses.

8. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event St. Helens fails to substantially perform the work in a manner satisfactory to Columbia City, or Columbia City fails to make timely payments for work invoiced by St. Helens, this Agreement may be terminated immediately and all costs incurred and fees earned by St. Helens prior to the termination date shall be paid by Columbia City to St. Helens

9. Reports. Upon the request of Columbia City, St. Helens shall, within a reasonable time, provide a written report on the progress of and information related to the work outlined in this Agreement.
10. Hold Harmless. To the extents of the limitations of the Oregon TORT Claims Act, the Oregon Constitution and the St. Helens Charter, St. Helens agrees to indemnify and hold harmless Columbia City, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to St. Helens' performance, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by St. Helens. Columbia City agrees to indemnify and hold harmless St. Helens, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to Columbia City's performance, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by Columbia City.
11. Non-Discrimination. St. Helens agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement.
12. Non-Appropriation. In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Agreement, and if Columbia City has no funds legally available for consideration from other sources, then Columbia City may terminate this Agreement pursuant to Section 7 of this Agreement. St. Helens may, pursuant to Paragraph 7, terminate this Agreement at any time that funds are not appropriated by Columbia City for compensation to St. Helens, and in such event St. Helens may immediately cease its performance of its obligations under this Agreement.
13. Legal Fees. In the event any action, suit or proceeding, including any appeals therefrom, is brought for failure to observe or perform any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
14. Non-Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.
15. Time of the Essence. The parties agree that time is of the essence in this Agreement.
16. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
17. Venue. Venue relating to this Agreement shall be in the circuit court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
18. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remainder of this Agreement.
19. Entire Agreement. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not contained within the terms of this Agreement. St. Helens, by signature of its authorized representatives below, hereby acknowledges that it has reviewed, understands and agrees to the terms and conditions of this Agreement. Columbia City, by signature of its authorized representatives below, hereby acknowledges that it has reviewed, understands and agrees to the terms and conditions of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF COLUMBIA CITY:**

\_\_\_\_\_  
Mayor

Attested:

\_\_\_\_\_  
City Administrator

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CITY OF ST HELENS:**

\_\_\_\_\_  
Mayor

Attested:

\_\_\_\_\_  
City Administrator

Approved as to Form:

\_\_\_\_\_  
City Attorney for Contracts



## INTERGOVERNMENTAL AGREEMENT BETWEEN COLUMBIA COUNTY AND THE CITY OF ST. HELENS

This Agreement is made by and between Columbia County, a political subdivision of the State of Oregon (hereinafter the "County"), and the City of St. Helens, a municipality (hereinafter the "City").

WHEREAS, the County and the City are authorized under ORS 190.003 to 190.030 and ORS 221.410 to enter into intergovernmental agreements for the performance of any and all functions that the County and the City have authority to perform; and

WHEREAS, Gable Road is a County Road that is within the city limits of the City of St. Helens; and

WHEREAS, in partnership with the City, County applied for and was awarded a grant from the Oregon Department of Transportation for pedestrian, bicycle and other improvements on Gable Road leading to St. Helens High School; and

WHEREAS, the estimated total project cost is \$3,136,100, which includes a local match in the amount of \$322,077; and

WHEREAS, the County and the City have determined that it is in the public interest for both parties to contribute funds and services to complete the project and meet the match requirements of the grant agreement; and

WHEREAS, the parties therefore wish to enter into an intergovernmental agreement to set forth each party's duties and obligations; and

NOW THEREFORE, in consideration of the benefits that will accrue to the County and City, and the covenants set forth herein, the parties agree to the following:

1. **Recitals True.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Term.** This Agreement shall become effective on the date last signed, below, and shall terminate on December 31, 2019.
3. **Purpose.** The purpose of this Agreement is to set forth the duties and obligations of each party for the completion of Gable Road improvements (hereinafter referred to as the "Project"), as described in Local Agency Agreement No. 30927 between the State of Oregon Department of Transportation and Columbia County (hereinafter referred to as the "Grant Agreement"), attached hereto as Exhibit A and incorporated herein by this reference.
4. **County's Obligation.** In accordance with the terms and conditions of the Grant Agreement and this Agreement, the County shall:
  - (a) Contribute \$120,780 to the Project, which is 37.5% of the \$322,078 total required match. Funds shall be placed in and drawn from a budget line.

- (b) Accept City's contribution of \$201,298, which the County shall draw for the Project at the following phases: (1) Preliminary Engineering; (2) Right of Way Acquisition; and (3) Project Construction. Unused funds shall be returned to the City following Project completion.
- (c) Draw City and County funds to cover project expenses in the following proportion: 62.5% from the City's contribution and 37.5% from the County's contribution.
- (d) Coordinate selection of Engineering Consultant for Project management.
- (e) Coordinate with all Project stakeholders, *i.e.* County, City, State and other regulatory agencies.
- (f) Manage construction activities, including supervising consultants and contractors, inspecting construction work and submitting data to the Oregon Department of Transportation.
- (g) Inspect and accept construction materials that the County deems meets contract specification.
- (h) Allow the City to access storm and sewer facilities within with right-of-way for compliance monitoring and reporting with prior approval by the County.
- (i) Comply with all terms and conditions of the Grant Agreement.

**5. City's Obligation.**

- (a) Contribute \$201,298 to the Project, which is 62.5% of the \$322,078 total required match. Unless otherwise approved by the parties in writing, the City shall advance the full amount of funds to the County by August 1, 2016.
- (b) Assist County in consultant selection.
- (c) Provide representative to be point of contact for the City on all Project interests and speak on behalf of the City at all Project meetings.
- (d) Coordinate with County on utility relocation discussions on City-owned utilities or connections to City-owned utilities with right of way.
- (e) Provide assistance with review and approval of City permits, including land use approvals.
- (f) Inspect all Project work to assure that it meets City standards.
- (g) Comply with all applicable terms and conditions of the Grant Agreement.

**6. No Employee/Employer Relationship.** In the performance of this Agreement, County employees shall not be considered City employees, and City employees shall not be considered County employees.

**7. Termination.**

This Agreement may be terminated upon the mutual consent of both parties. Unless otherwise agreed by the parties in writing prior to termination, all funds contributed by the City shall remain in the County's possession and be applied to the completion of the project, as provided in this Agreement. No funds will be returned until the project is completed, and the County in its sole discretion has determined those funds to be in excess of project costs.

**8. Contract Representatives.** Contract representatives for this Agreement shall be:

For County:

Tristan Wood  
Engineer Project Coordinator  
1054 Oregon Street  
St. Helens, OR 97051  
503-397-5090

For City:

Sue Nelson  
Public Works Engineering Director  
265 Strand Street  
St. Helens, OR 97051  
503-397-6272

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

9. **Time.** Time is of the essence in this Agreement.

10. **Indemnity.** County agrees to indemnify and hold harmless City, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to County's performance of, or failure to perform, its obligations under this Agreement, or for any other negligent or willful act or omission by County. City agrees to indemnify and hold harmless County, its officers, agents and employees from and against all third party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to City's performance of, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by City. The indemnification and hold harmless provisions set forth in this paragraph are subject to the limits and provisions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and as to the County, Article XI, Section 10 of the Oregon Constitution, and, as to the City, its Charter debt limitations.

11. **Insurance.** The parties shall maintain comprehensive general liability and property damage insurance in amounts up to the limits of the Oregon Tort Claims Act as to any and all work performed under this Agreement.

12. **Severability.** If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.

13. **Attorney Fees.** If suit or action is instituted arising out of this Agreement, each party shall be responsible for its own attorney fees.

14. **Governing Law; Venue.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Oregon (without regard to conflicts of law principles). Venue shall lie exclusively in the Circuit Court of the State of Oregon for Columbia County in St. Helens, Oregon.

15. **Amendment.** This Agreement may only be amended by a writing signed by the County and City.

16. **No Waiver.** Waiver by either party of the strict performance of any term or covenant of this Agreement or any right under this Agreement shall not be construed as a continuing waiver.

17. **Successors and Assigns.** This Agreement and the covenants, agreements, obligations, and restrictions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and to their respective representatives, successors, and permitted assigns.

18. **Entire Agreement.** This is the entire agreement between the parties and supersedes all prior agreements, proposals or understandings, whether written or oral. All such previous agreements, proposals or understandings, whether written or oral, are rescinded.

IN WITNESS WHEREOF the parties have caused this agreement to be executed and do each hereby warrant and represent that their respective officers, whose signatures appear below, have been and are on the date of this agreement authorized by all necessary and appropriate legal action to execute this agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

**COLUMBIA COUNTY BOARD OF  
COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Anthony Hyde, Chair

\_\_\_\_\_  
Henry Heimuller, Commissioner

\_\_\_\_\_  
Earl Fisher, Commissioner

Approved as to Form:

\_\_\_\_\_  
Office of County Counsel

**CITY OF ST. HELENS:**

\_\_\_\_\_  
Randy Peterson, Mayor

Attest:

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

Approved as to Form:

\_\_\_\_\_  
City Attorney for Contracts

**EXHIBIT A**

Misc. Contracts and Agreements  
No. 30927

**LOCAL AGENCY AGREEMENT  
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)**  
Gable Road: US 30 – Columbia Boulevard, Sidewalk (St. Helens)  
Columbia County

**THIS AGREEMENT** is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and COLUMBIA COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. Gable Road is an urban arterial located in the City of St. Helens (City). The County acts as the road authority in accordance with ORS 810.010.

**DEFINITIONS**

1. "Contract Award" means the issuance of a Notice to Proceed (NTP) to the construction contractor.
2. "Contract Time" means amount of time for completing the bid item work under the contract.
3. "Establishment Period" means the time specified to assure satisfactory establishment and growth of planted materials.
4. "Final Acceptance" means written confirmation by Agency and State that the project has been completed according to the contract, with the exception of latent defects and warranty obligations, if any, and has been accepted.
5. "Final Payment" – the amount of final payment will be the difference between the total amount due the contractor and the sum of all payments previously made. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.
6. "Funding Ratio" means the relationship between MTEP funds and Total Project cost and Other Funds and the Total Project Cost. This ratio is established at the time the Agreement is executed and does not change during the course of the project. The ratio governs the obligation of MTEP funds at the time of construction/consultant award or Project Closeout.

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7. "Match" means the minimum amount State or Agency must contribute to match the federal aid funding portion of the project.
8. "MTEP" means Multimodal Transportation Enhance Program and may be funded by a combination of federal and state funds.
9. "Obligation" means Federal Highway Administration (FHWA) approval that allows a specific phase of a project to commence with spending that can be reimbursed with federal funds.
10. "Other Funds" means other funding required to complete the project including, but not limited to, state, federal, and agency funds.
11. "Project Completion" means Final Acceptance of the project, Final Payment to the contractor has been made by the State, and project documentation is completed per the *ODOT Construction Manual*.
12. "Project Overruns" means the final cost estimate at Contract Award exceeds the estimated Total Project Cost estimate in this Agreement; or the final actual project costs exceeds the final cost estimate at Contract Award.
13. "Project Underrun" means the final cost estimate at Contract Award is below the estimated Total Project Cost in this Agreement, or the final actual project costs are below the final cost estimate at Contract Award.
14. "Project Closeout" means project is ready to close as there are no more expenditures associated with project.
15. "Second Notification" means written acknowledgment by the Engineer of the end of Contract Time in accordance with ODOT Standard Specification 000180.50(g).
16. "Third Notification" means written acknowledgment by the Engineer, subject to Final Acceptance, that as of the date of the notification the Contractor has completed the Project according to the Contract, including without limitation completion of all minor corrective work, equipment and plant removal, site clean-up, and submittal of all certifications, bills, forms and documents required under the Contract.
17. "Total Project Cost" means the estimated amount as shown in this Agreement. This amount will include MTEP funds, local matching funds, and other funds as required to complete the project as stated in this Agreement.

**NOW THEREFORE** the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:



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## **TERMS OF AGREEMENT**

1. Under such authority, Agency and State agree to construct sidewalks and bike lanes between US 30 and Columbia Boulevard, hereinafter referred to as "Project." The location of the Project is as shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$3,136,101, which is subject to change. MTEP federal and state funding for this Project shall be limited to \$2,814,023. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all MTEP eligible costs, any non-participating costs, and all costs in excess of the available federal or state funds.
3. The Funding Ratio for this Project is 89.73% of MTEP funds to 10.27% Agency funds and applies to Project Underruns. The Funding Ratio does not apply in the case of Project Overruns.
4. If, at the time of Contract Award or Project Closeout, the Project Underruns the estimated Total Project Cost in this Agreement, MTEP funding and Other Funds will be obligated proportionally based on the Funding Ratio. Any unused MTEP funds, will be retained by State, and will not be available for use by Agency for this Agreement or any other projects.
5. Project Overruns which occur at the time of Contract Award, or at the time of Project Closeout is the responsibility of the Agency.
6. Project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering charges, construction engineering charges, and Contract Change Orders as applicable shall be mutually agreed upon between Agency and State, as these decisions may impact the Total Project cost. However, State may award a construction contract at ten (10) % over engineer estimate without prior approval of Agency.
7. The scope, schedule, progress report requirements, and Project Change Request process are described in Exhibit B, attached hereto and by this reference made a part hereof. Agency agrees to the conditions set forth in Exhibit B.
8. State will submit the requests for federal funding to FHWA. The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.

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9. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
10. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
11. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall in all instances, except for Claims arising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.
12. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
13. This Agreement may be terminated by mutual written consent of both Parties.
14. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.



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- b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
15. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
16. a. Information required by 2 CFR 200.331(a), except for (xiii) Indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.
- b. The indirect cost rate for this project at the time the agreement is written is Zero percent.
17. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
18. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
19. State and Agency hereto agree that if any term or provision of this Agreement is

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declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

20. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
21. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
22. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
23. State's contact for this Agreement is Bill Jablonski, Local Agency Liaison, ODOT, Area 1, 350 West Marine Drive, Astoria, Oregon 97103-6206; phone: (503) 338-7334; email: [william.r.jablonski@odot.state.or.us](mailto:william.r.jablonski@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
24. Agency's contact for this Project is Tristan Wood, Engineering Project Coordinator, Columbia County Roads Department, 1054 Oregon Street, St. Helens, Oregon 97051; phone: (503) 397-5090; email: [tristan.wood@co.columbia.or.us](mailto:tristan.wood@co.columbia.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key No. 18740) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

**COLUMBIA COUNTY**, by and through its  
elected officials

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Commissioner

By \_\_\_\_\_  
Commissioner

Date \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**

By \_\_\_\_\_  
County Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Tristan Wood, Engineering Project Coordinator  
Columbia County Roads Department  
1054 Oregon Street  
St. Helens, OR 97051  
Phone: (503) 397-5090  
Email: [tristan.wood@co.columbia.or.us](mailto:tristan.wood@co.columbia.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Planning and Development  
Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

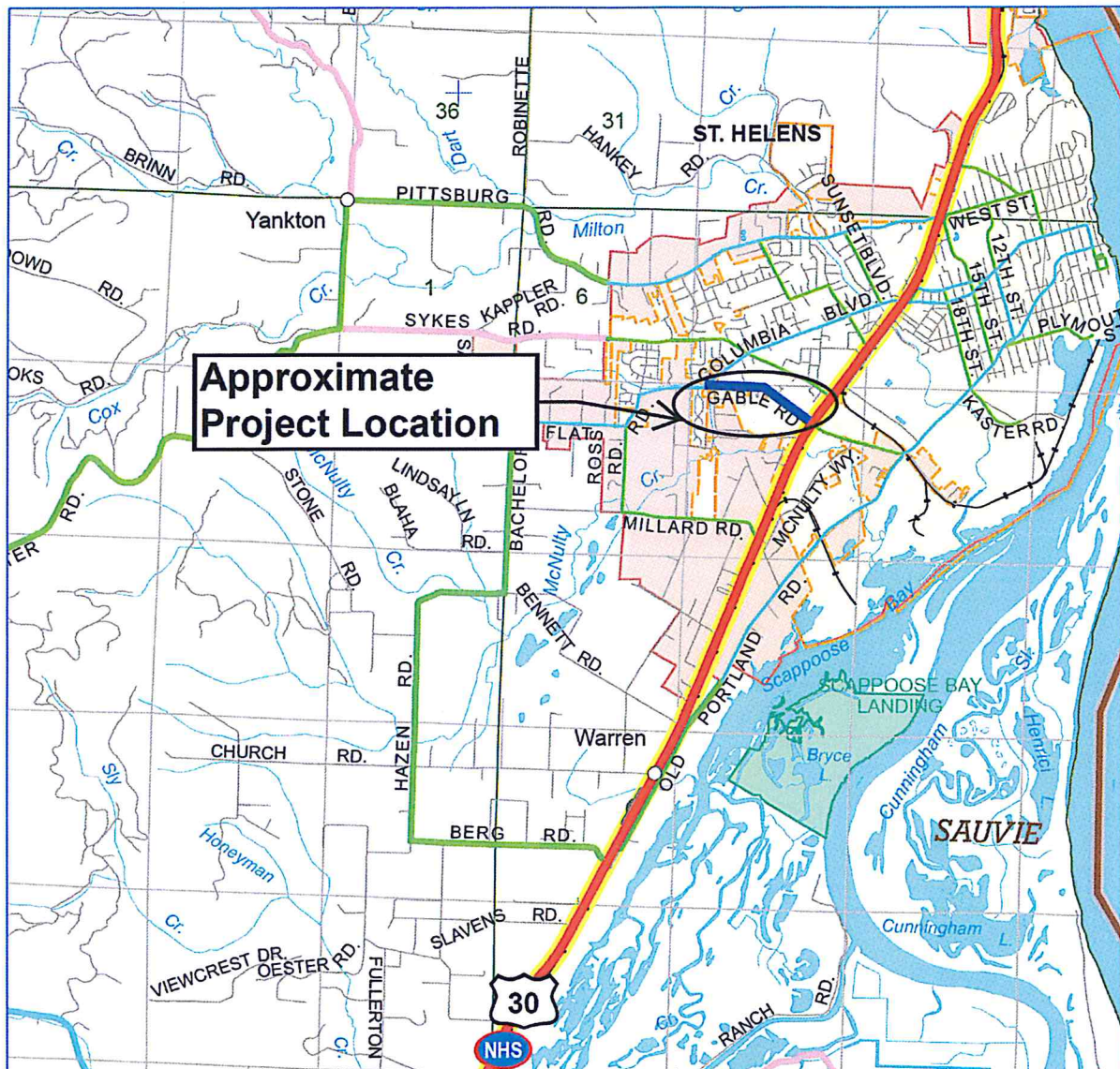
Date \_\_\_\_\_

**State Contact:**

Bill Jablonski, Local Agency Liaison  
ODOT, Area 1  
350 West Marine Drive  
Astoria, OR 97103-6206  
Phone: (503) 338-7334  
Email: [william.r.jablonski@odot.state.or.us](mailto:william.r.jablonski@odot.state.or.us)

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**EXHIBIT A – Project Location Map**  
Gable Road: US 30 – Columbia Boulevard, Sidewalk (St. Helens)





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## EXHIBIT B

### Project Cost Estimate, Progress Reports and Project Change Request Process

Agreement No. 30927

Key Number: 18740

Project Name: Gable Road: US 30 - Columbia Boulevard Sidewalk (St. Helens)

1. **Project Description and Deliverables** – Construct missing segments of sidewalks and bike lanes along a 0.7 mile section of Gable Road between US 30 and Columbia Boulevard. Includes replacing some substandard sections of sidewalk in proximity to the high school. The Project includes stormwater and drainage improvements, subgrade stabilization and an asphalt overlay. Additional sections of Gable Road and Columbia Boulevard may be improved in future phases.
2. This Project is subject to progress reporting and project change process as stated below.
3. **Monthly Progress Reports (MPR)** – Agency shall submit monthly progress reports using MPR Form 734-2935, incorporated by reference and made a part of this Agreement. The MPR is due by the 5th day of each month, starting the first month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance (Second Note) for the Project's construction contract.

The fillable MPR form and its instructions are available at the following web site:

[http://www.oregon.gov/ODOT/TD/AT/Pages/Forms\\_Applications.aspx](http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx)

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

	Milestone Description	Completion Date
1	Obligation (Federal Authorization) of federal funds for the Preliminary Engineering phase of the Project	3/30/2016
2	Obligation (Federal Authorization) of federal funds for the Right of Way phase of the Project	3/30/2017
3	Obligation (Federal Authorization) of federal funds for the Construction phase of the Project	4/30/2018

5. **Requirements for Construction Projects**
  - a. **Second Notification** – Upon completion of on-site work Second Notification shall be issued. Second Notification is further defined in the Definitions Section of this Agreement. The anticipated and actual date for issuance of Second Notification shall be reported in the required monthly report as described in paragraph 3, above.

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- b. **Third Notification** – Issuance of Third Notification must be received within 120 days from the issuance of Second Notification as stated above with the exception of any Establishment Period noted in the Construction Contract or any remaining responsibilities of the Contractor. If Third Notification is not issued within the required timeframe, Consequences for Non-Performance, paragraph 8 below may apply.
6. **Project Change Request (PCR) Process** – Agency must obtain approval from State's contact for changes to the Project's scope, schedule, or budget as specified in paragraphs 6a, 6b and 6c, below. Agency shall be fully responsible for all costs that occur outside the established Project scope, schedule or budget and prior to an approved PCR. Amendments to this Agreement are required for all approved PCRs.
- a. **Scope** – A PCR is required for any significant change or reduction in the scope of work described in the Project Description (paragraph 1 of this Exhibit).
  - b. **Schedule** – A PCR is required if Agency or State's contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
  - c. **Budget** – Total Project Cost and approved funds for the Project are controlled by Terms of Agreement, paragraph 2 of this Agreement.
7. **PCR Form** – Agency must submit all change requests using PCR Form 734-2936, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A PCR may be rejected at the discretion of State's Area Manager.

The fillable PCR form and its instructions are available at the following web site:  
[http://www.oregon.gov/ODOT/TD/AT/Pages/Forms\\_Applications.aspx](http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx)

8. **Consequence for Non-Performance** – If Agency fails to fulfill its obligations in paragraphs 3 through 7 above, or does not assist in advancing the Project or perform tasks that the Agency is responsible for under the Project Milestones, State's course of action through the duration of Agency's default may include: (a) restricting Agency consideration for future funds awarded through State's managed funding programs; (b) withdrawing unused Project funds; and (c) terminating this Agreement as stated in Terms of Agreement, paragraph 14 of this Agreement. State may also choose to invoice Agency for expenses incurred by State for staff time to assist in completion of the final Project documentation and issuance of Third Notification.

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## **ATTACHMENT NO. 1**

### **SPECIAL PROVISIONS**

1. Agency, or the consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, hydraulic studies, assist State with acquisition of necessary right of way and easements; obtain all required permits and arrange for all utility relocations/adjustments.
2. Upon State's award of the construction contract, Agency, or the consultant, shall be responsible for all required materials testing and quality documentation; and prepare necessary documentation with State-qualified personnel, to allow State to make all contractor payments. Contract administration, construction engineering and inspection will follow the most current version of the *ODOT Construction Manual* and the *ODOT Inspector's Manual*.
3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. State may make available the State's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees to manage the work performed by the Consultant and reimburse State for payment of any Consultant costs that are not eligible as MTEP participating costs or that are not included as part of the total cost of the Project.
5. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per this Agreement.
6. State and Agency agree that the useful life of this Project is defined as twenty (20) years.
7. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
8. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.

## **ATTACHMENT NO. 2**

### **FEDERAL STANDARD PROVISIONS**

#### **PROJECT ADMINISTRATION**

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State or its consultant, with Agency involvement shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.

#### **PROJECT FUNDING REQUEST**

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, the consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

#### **FINANCE**

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria 2 CFR 200.330.
6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA



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will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.

7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
  - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
  - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
  - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.

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11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (2 CFR 200.333(c)).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
  - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
  - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.

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15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

#### **STANDARDS**

16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or the consultant shall use either AASHTO's *A Policy on Geometric Design of Highways and Streets* (current version), or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or the consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
18. State and Agency agree that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.
19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or the consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

#### **PRELIMINARY & CONSTRUCTION ENGINEERING**

21. Preliminary engineering and construction engineering may be performed by either a) State, b) State-approved consultant, or c) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved

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consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall, offer Agency the opportunity to review and approve the documents prior to advertising for bids.

22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

**REQUIRED STATEMENT FOR UNITED STATES DEPARTMENT OF  
TRANSPORTATION (USDOT) FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at [http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe\\_program.aspx#plan](http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan). Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).



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### **DISADVANTAGED BUSINESS ENTERPRISES (DBE) OBLIGATIONS**

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

*"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."*

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

### **RIGHT OF WAY**

31. State and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or the consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. State or the consultant must receive written authorization to proceed from State's Right of Way Section prior to beginning

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right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). State's Liaison shall contact State's Region Right of Way office for additional information or clarification on behalf of Agency.

34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. State or the consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

#### **RAILROADS**

37. State or Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and, at Project expense, to provide railroad coordination and negotiations through the State's Utility & Railroad Liaison on behalf of Agency. However, State is under no obligation to agree to perform said duties.

#### **UTILITIES**

38. State, the consultant, or Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

#### **GRADE CHANGE LIABILITY**

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required

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by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

**MAINTENANCE RESPONSIBILITIES**

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

**CONTRIBUTION**

43. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
44. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
45. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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#### **ALTERNATIVE DISPUTE RESOLUTION**

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

#### **WORKERS' COMPENSATION COVERAGE**

47. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

#### **LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions**

48. Agency certifies by signing the Project Agreement that:
- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
  - d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
  - e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.



## 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 **Jim Byerley** (“Contractor”).

### RECITALS

**A.** The City is in need of consulting services to Building Plan Review 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 Building Plan Review, and Contractor accepts such engagement. The principal contact for Contractor shall be **Jim Byerley**, phone (503) 707-5402.

**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 December 31, 2016. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

**5. Payment.**

**5.1** The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment 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. 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:** **Jim Byerley**  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

## **10. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

**17. Compliance with Law.**

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CONTRACTOR:**

**Jim Byerley**

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

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

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

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

## **ATTACHMENT A**

### **SCOPE OF WORK, PERFORMANCE EXPECTATIONS AND COMPENSATION**

Beginning upon execution and continuing until December 31, 2016 or otherwise provided in the contract documents, Mr. Byerley will provide Building Plan Review services to the City of St. Helens Building Official.

#### **SCOPE OF WORK**

Conduct Building Plan Review Services and other assignments as directed by the Building Official.

#### **PERFORMANCE EXPECTATIONS NOT IDENTIFIED ELSEWHERE IN THE SCOPE OF WORK**

**Attendance and dependability:** Contractor will report to the Building Official at scheduled times; will return phone calls and emails within a reasonable time; will work conscientiously, accurately, and thoroughly.

**Proper attire:** Contractor will wear appropriate attire while on City of St. Helens government premises.

**Preparation:** Will be prepared and consistent with professional standards.

**Communication:** A copy of any written professional correspondence will be kept in the Building Department files or a separate binder with all professional correspondence.

**Professional Relationships:** Establish and maintain professional working relationships with City personnel, city officials and the public.

**Availability:** Be generally available to communicate with and answer question of city official and Building department employees.

#### **COMPENSATION**

Mr. Byerley will provide such services as an independent contractor and not as an employee. He shall be entitled to receive an hourly rate of \$40 (forty) per hour for services to St. Helens. All hours of work shall be approved by the City in advance of performance.

Any business licenses requirement 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
<b>General Liability</b>	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES/NO
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES/NO
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES/NO
<b>Professional Liability</b>	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  
April 20, 2016

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**Murray, Smith & Associates, Inc.**

Project: SD-146 Godfrey Park SS Rehab (Inv#09-1078-73)	\$	<b>3,103.10</b>
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**S-2 Contractors, Inc.**

Project: R-644 Asphalt Patching Storm Drain Ext. (Inv#1571E3)	\$	<b>9,849.00</b>
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XP

RECEIVED

MAR 28 2016

CITY OF ST. HELENS



Murray, Smith & Associates, Inc.  
Engineers/Planners

121 S.W. Salmon, Suite 900 • Portland, Oregon 97204-2919 • PHONE 503.225.9010 • FAX 503.225.9022

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

March 24, 2016

Invoice No: 09-1078 - 73

Project 09-1078 Sanitary Sewer Rehabilitation Program

For professional engineering services performed through February 29, 2016

Task 310 PM - Godfrey Park  
Labor

SD-146

	Hours	Rate	Amount	
Professional Engineer VI	.50	151.00	75.50	
Total	.50		75.50	
<b>Labor Subtotal</b>				<b>75.50</b>
			<b>Task Total</b>	<b>\$75.50</b>

Task 370 Engineering Support Services during Construction - Godfrey Park  
Labor

	Hours	Rate	Amount	
Principal Engineer III	1.00	199.00	199.00	
Professional Engineer VI	18.50	151.00	2,793.50	
Total	19.50		2,992.50	
<b>Labor Subtotal</b>				<b>2,992.50</b>

**In-House Reimbursable**

Mileage			35.10	
<b>In-House Reimbursable Subtotal</b>			<b>35.10</b>	<b>35.10</b>
			<b>Task Total</b>	<b>\$3,027.60</b>

Invoice Total **\$3,103.10**

010-304-653409

APPROVED FOR PAYMENT

INIT	DATE
ACCOUNTS PAYABLE	4/13/16
FINANCE	4-13-16
SUPERVISOR	

KP

# S-2 Contractors, Inc.

6860 S. Anderson Rd.

Aurora, Or. 97002

PHONE # 503-651-4000 FAX # 503-651-4004

## Invoice

DATE	INVOICE #
3/16/2016	1571E3

<b>BILL TO</b>
CITY OF ST HELENS ATTN: SUE NELSON PO BOX 278 ST HELENS, OR 97051


OR. CCB# 67253 AZ. CCB# ROC185469
--------------------------------------

QTY	DESCRIPTION	RATE	AMOUNT
2,010	SF ASPHALT PATCHING	4.90	9,849.00
	For storm drain extensions R-644 010-304-653400		

<b>APPROVED FOR PAYMENT</b>
INIT _____ DATE _____

<b>NET 30 DAYS</b>
--------------------

<b>Total</b>	<b>\$9,849.00</b>
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 ACCOUNTS PAYABLE  
 FINANCE  
 SUPERVISOR

4/13/16  
 4-13-16

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

City Council Meeting ~ April 20, 2016

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**Pending applications received:**

<u>Name</u>	<u>Interest</u>	<u>Date Application Received</u>	<u>Referred by Email To Committee(s)</u>
• Elizabeth Wallace	Bicycle & Pedestrian Commission	1/19/16	2/16/16
• Elizabeth Wallace	Library Board	1/19/16	1/19/16
• Patty James	Library Board	3/28/16	3/28/16

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**Bicycle & Pedestrian Commission (3-year terms)**

- Dave Ehrenkranz resigned. His term expires 12/31/2015.
- Matt Freeman resigned. His term expires 12/31/2015.
- Ray Scholl resigned. His term expires 12/31/2015.
- Dave Woullet resigned. His term expired 12/31/2014.
- Angela Barlow resigned. Her term expires 12/31/2016.
- Simon Date resigned. His term expires 12/31/2016.
- Martin Kennedy resigned. His term expires 12/31/2016.

**Status:** Currently, the Commission has 5 members and 5 vacancies. One application has been received.

**Next Meeting:** April 28, 2016

**Recommendation:** None at this time.

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

- Vanessa Jones is stepping down. Her term expires 6/30/2019.
- An Der Chang will be stepping down after her term expiration on 6/30/16.

**Status:** A press release was sent out on March 15 to recruit applicants. We received one new application.

**Next Meeting:** May 23, 2016

**Recommendation:** The Library Board met on April 12 and recommends that Patty James be appointed to the Library Board. Her term will expire 6/30/2019.

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**City of St. Helens**  
**RESOLUTION NO. 1648**

**A RESOLUTION ESTABLISHING GUIDELINES FOR THE APPOINTMENT  
OF ST. HELENS BOARD, COMMITTEE AND COMMISSION MEMBERS,  
SUPERSEDING RESOLUTION NO. 1521**

**WHEREAS**, the City Council wished to establish the same guidelines for recruitment, interviews and appointments for all City boards, committees and commissions, and adopted Resolution No. 1521 on August 12, 2009; and

**WHEREAS**, Resolution No. 1521 established general recruitment, selection and appointment guidelines for appointments to the City of St. Helens boards, committees and commissions; and

**WHEREAS**, the Council wishes to update the guidelines adopted in Resolution No. 1521 to better meet the needs of the City.

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

1. The City Recorder shall send a press release to the local newspaper of record announcing all board, committee and commission vacancies as they become available. A "vacancy" is defined as an unoccupied position, resulting from a voluntary resignation or involuntary termination. A member whose term expired does not create a vacancy, unless that member is resigning at the end of his/her term or the majority of the board, committee or commission wishes to terminate said member.
2. Any individual or group is encouraged to submit names for consideration to the City.
3. All new applicants shall submit a written application to the City Recorder's Office.
4. Members wishing to continue their appointment for another term will inform the City Recorder but need not submit a new application. If a member has served two consecutive full terms, a press release shall be sent to the local newspaper of record, each subsequent term expiration thereafter, to solicit new applications for that position. The incumbent may be reappointed at the discretion of the interview panel and City board, committee or commission. If an individual has been off a City board, committee or commission for a year or more, they must complete a new application.
5. The recruitment period to the board, committee or commission shall be for a finite period. At the end of the advertising period, the Council liaison shall determine if the pool of candidates is sufficient to continue with the selection process or may continue the recruitment period for a set or unlimited period until it is determined there is a sufficient pool of candidates.
6. The Council liaison to the board, committee or commission shall be responsible to assemble an interview committee. The interview committee shall be responsible to make recommendations via the Council liaison to the Mayor and City Council.
7. Appointments must comply with any ordinances, bylaws, Charter provisions, or state or federal laws concerning the board, committee or commission. In the event of any inconsistency between these policies and a chapter relating to a specific board, committee or commission, the specific chapter shall control.
8. In order to become more familiar with each applicant's qualifications, the interview committee may interview all or a shortlist of applicants for a position. The number of applicants to be interviewed is at the interview committee's discretion. The interview committee also has the discretion to reject

all applications in favor of re-advertising if no applicants are found to be suitable for the board, committee or commission.

9. Reappointments to a City board, committee or commission shall be considered in accordance with the guidelines listed in this section, together with the type of service the individual has already given to the board, committee or commission and his/her stated willingness to continue.
10. Consideration should be given to residents outside the City when the board, committee or commission or function serves residents outside City boundaries.
11. Board, committee or commission members shall not participate in any proceeding or action in which there may be a direct or substantial financial interest to the member, the member's relative or a business with which the member or a relative is associated, including any business in which the member is serving on their board or has served within the previous two years; or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest shall be disclosed at the meeting where the action is being taken.
12. Board, committee or commission vacancies are filled by appointment of the Mayor with the consent of Council. Board, committee or commission members shall serve without compensation except the Planning Commission that may receive a monthly stipend at the discretion of the City Council.
13. Individuals appointed to one City board, committee or commission shall not serve on any other City board, committee or commission during the term of their appointment; provided, that the Council may waive this limitation if it is in the public interest to do so.

**PASSED AND ADOPTED** by the City Council on this 18th day of December, 2013, by the following vote:

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson  
Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne  
Kathy Payne, City Recorder



# ST. HELENS PARKS COMMISSION

Minutes for Meeting of February 8, 2016

Council Chambers, City Hall

## MEMBERS PRESENT

Jacob Woodruff, Chair  
Howard Blumenthal, Vice Chair  
Elisa Mann, Commissioner  
Stan Chiotti, Commissioner  
John Brewington, Commissioner  
Phillip Roddy, Commissioner  
Jerry Belcher, Commissioner

## MEMBERS ABSENT

## COUNCILORS IN ATTENDANCE

Doug Morten

## STAFF PRESENT

Sue Nelson, Engineering Supervisor  
John Walsh, City Administrator  
Thad Houk, Parks Supervisor  
Jenny Dimsho, Assistant Planner  
Sheri Ingram, Secretary

## GUESTS

Nicole Thill  
Paul Eldridge

■ ■ ■

## CALL TO ORDER

The meeting was called to order by Chair Woodruff at 4:00 p.m.

## APPROVAL OF MINUTES

Chiotti made a **motion** to approve the minutes of the December 14, 2015 meeting. Motion was seconded by Blumenthal and approved unanimously.

## TOPICS FROM THE FLOOR

Eldridge said that there are people walking their dogs in the dog park after they get home from working in Portland and the park attendant said they needed to get out. This was a 5:15. He said dusk is a half hour after sunset and most parks close at dusk which would have been 6:00 and it's not fair to people who work in Portland. Houk said he would talk to the caretaker, Pete Lim. He said it is posted on the big sign board at the main park entrance. Houk said he has also had several requests from people to get rid of the "no ball" rule at the dog park. People do it anyway. Morten said he has had people ask him the same thing. Belcher made a **motion** that they allow dog toys at the McCormick Dog Park. Motion was seconded by Mann and approved unanimously.

## NEW BUSINESS

**Exclusive Use Permit:** Girls Softball turned in an Exclusive Use Permit for their regular season at Campbell Park from March 28 to June 30 and there are no conflicts. No one had any objections.

**Grant Support Letter:** Dimsho had a letter for the same grant program that let them fund the bridge project. Picnic shelter usage is extremely high in McCormick and that shelter gets booked sometimes up to a year in advance. She thinks another shelter will be a good grant-funded project

and a good location would be by the playground. If they approve, she would just like the letter signed by the Chair and Woodruff signed the letter.

**Proposed Stage at Columbia View Park:** Walsh had a concept rendering of a possible new stage. The concept is simple and it would be able to be seen through but still shelter from rain. Chiotti asked why they can't leave the gazebo and put a new stage behind it closer to the river. Brewington said his thought on that is there will be issues with wind if it's closer to the river. Houk said he would like to see the gazebo moved to the Boise Property so they could have a covered area there. Chiotti said they have a lot of weddings and picnics in the gazebo and Brewington said he thinks the new stage would get used for that too. Walsh said the cost would be covered by Tourism and naming rights. Belcher made a **motion** that the City move forward with planning for a new stage area. Motion was seconded by Brewington and approved unanimously.

**Annual Report to Council:** Ingram said Kathy Payne sent out an e-mail the previous August stating each Board and Commission had to do an annual report to the Council and the Parks Commission is scheduled for June 1<sup>st</sup> with materials submitted to Kathy by May 20<sup>th</sup>. They need to pick a couple of people to deliver the report to the Council. They decided it will be Brewington and Chiotti. Ingram said she would forward Kathy's e-mail to them and also remind them at the April meeting.

**Campbell Park Report:** Brewington said the tennis courts are a liability. There was an estimate in the Master Plan of \$100,000.00 and somebody else said they could seal it for less. He also thinks it's time to upgrade the restrooms. Houk said we will replace sinks with updated stainless steel ones as they get vandalized instead of doing them all at once. Houk said it was suggested they make the tennis courts into an enclosed dog area. He said Civic Pride would be a great location for a sport court. Dimsho said we need to think about the cost of a new sport court that could accommodate multiple sports compared to the cost of trying to repair the existing tennis courts. Dimsho also wanted to let them know Councilor Carlson and Rotary have gotten funds for ADA swings and they are hoping to install them at Campbell Park.

Chiotti said he'd rather see a dog park in Campbell since it's already fenced instead of Heinie Heumann. It would be good to have one on that side of town. Heinie Heumann does have a good area for one though and good access for parking. It has shade and water already.

**Godfrey Park Report:** Belcher said Godfrey has amenities such as a drinking fountain, covered picnic area and play equipment. It would be nice to have restrooms and the play equipment needs to be updated. A recommendation in the plan was to have an ADA swing added to the existing swings. Dimsho said the old swings can't be brought up to code so an ADA swing can't be added. Portland is experimenting with natural play areas using wood and other materials instead of plastic. Generally they are cheaper but there are a lot of safety requirements and logs decompose so have to be treated. She went to a workshop and Portland Parks went through a lot of hurdles to get theirs installed. Belcher said there are two big rocks that he thinks could be put in a more artistic place like at the entrance. There is also a gravel road through there and off to the right side it doesn't look like a park. His recommendation would be to level that out and put fill in for aesthetic enhancement. That could also be a good place for a natural play area.

## **OLD BUSINESS**

**Renaming 6<sup>th</sup> Street Field:** Woodruff said the Little League president would like to invite the family to opening day ceremonies and make a speech about renaming Field #1 at 6<sup>th</sup> Street the John Warren Memorial Field. They would like to have a Councilor there to say a few words and the newspapers will be there.

## **COUNCILOR'S REPORT**

Morten liked having the meetings on the second week of the month during the holidays and suggested they think about changing them permanently. It falls in better with the flow being on the week between Council meetings. After some discussion the commissioners agreed unanimously that changing the meetings from the third Monday to the second Monday would work out better.

Morten asked if the "Councilor's Report" could be moved up on the agenda above "New Business".

Morten said he recommends they figure out a wish list for each park for budgeting and planning ahead. They should make a list and have Sheppard, Nelson and Houk look them over and we can go forward with budget requests. We need to have things down so we can get money in the budget and we also need to have it in black and white if grant opportunities come up. Woodruff thought we prioritized things in the Master Plan but Dimsho said that is probably the weakest part of the plan because it was a broad approach.

## **OTHER MATTERS**

Belcher said when he was on vacation he was with a guy who is the Parks Director in Calgary, Canada and his parks budget is \$40 million dollars and they have 300 dog parks. He has dogs so has a vested interest in dog parks. He doesn't care if they go to Campbell Park because it sounds like the tennis courts are unusable anyway. He is picturing one at Heinie Heumann being up by the community garden and triangle shaped so it's not in the ditch. It is relatively flat and a drier part of the park. He's not sure where to go from here. Do they want to make a recommendation to tear up the tennis courts and make it a dog park or have City staff work up a cost on building one at Heinie Heumann?

Chiotti pointed out that there is shade at Heinie Heumann but not at Campbell which will be hot for dogs in the summer. Woodruff thought they should look at the cost on both putting in a triangle-shaped dog park at Heinie Heumann and tearing up the tennis courts to make a dog park at Campbell. Blumenthal said they would probably need to wait until they had replacements before tearing up the tennis courts. Morten said the tennis courts are next to quite a few back yards so there is a consideration for what the impact will be. Heinie Heumann is a street away from any residences. He does agree it would be nice if there was a dog park on that side of town but there is an off-leash area at Asbury Acres. Dimsho thought someone should ask the Senior Center what they think of a dog park since they are so close to it and Chiotti said he would go talk to them.

Blumenthal said their next work party at Nob Hill will be Saturday, April 2<sup>nd</sup>. They are going to work on the invasives down along the cliff faces. Dimsho said she would talk to Sheppard about getting that opened for them and she will also talk to him about possibly having the crew build a kiosk in the off season. Blumenthal said they also have the native plant walk on April 3<sup>rd</sup>.

Houk said Paul Barlow is having their big BMX race on July 9<sup>th</sup> this year. Other than that they are still doing storm clean-up at the parks.

## **ADJOURNMENT**

The meeting was adjourned at 5:33 p.m. The next meeting is scheduled for Monday, April 11, 2016, at 4:00 p.m., in the Council Chambers at City Hall.

Respectfully Submitted,

Sheri Ingram  
Secretary

2016 ATTENDANCE RECORD							
P = PRESENT / E = EXCUSED ABSENCE/U = UNEXCUSED ABSENCE							
Meeting Date	John Brewington	Elisa Mann	Jacob Woodruff	Jerry Belcher	Stan Chiotti	Howard Blumenthal	Phillip Roddy
2/08	P	P	P	P	P	P	P
4/11							
6/13							
8/8							
10/10							
12/12							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 03/31/2016 - 9:32AM  
 Batch: 00015.03.2016 - 04/01 FY 15-16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
<hr/>									
A+ ENGRAVING LLC									
45875									
647	3/21/2016	45.00	0.00	04/01/2016				False	0
012-102-524000 Special projects				PLAQUE OFFICER KEVIN MILLER					
647 Total:		45.00							
A+ ENGRAVING LLC To		45.00	/						
<hr/>									
ADVENTIST HEALTH									
000684									
65581	3/14/2016	262.50	0.00	04/01/2016				False	0
017-417-490000 Professional development				HEARING TESTS H. BURTON					
65581	3/14/2016	262.50	0.00	04/01/2016				False	0
013-403-490000 Professional development				HEARING TEST K. CERNAC					
65581	3/14/2016	262.50	0.00	04/01/2016				False	0
013-403-490000 Professional development				HEARING TEST B. LONG					
65581 Total:		787.50	/						
65582	3/14/2016	787.50	0.00	04/01/2016				False	0
001-002-473000 Miscellaneous Expense				POLICE HEARING TESTS J.CASTILLEJA R.GRAHAM.					
65582 Total:		787.50							
ADVENTIST HEALTH To		1,575.00							

BULLARD LAW

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
004880									
21832	3/21/2016	59.25	0.00	04/01/2016				False	0
001-002-454000 Attorney				CONF. LEGAL SERVICES					
21832 Total:		59.25							
BULLARD LAW Total:		59.25							
CENTURY LINK									
034002									
MAR 2016	3/17/2016	20.35	0.00	04/01/2016				False	0
018-019-458000 Telecommunication Expense				025B					
MAR 2016	3/17/2016	20.36	0.00	04/01/2016				False	0
018-020-458000 Telecommunication Expense				025B					
MAR 2016 Total:		40.71							
CENTURY LINK Total:		40.71							
CINTAS CORPORATION									
037620									
5004787604	3/22/2016	36.55	0.00	04/01/2016				False	0
001-002-473000 Miscellaneous Expense				CABINET REFILL					
5004787604 Total:		36.55							
5004787605	3/22/2016	67.68	0.00	04/01/2016				False	0
013-403-470000 Building				CABINET REFILL					
5004787605 Total:		67.68							
CINTAS CORPORATION		104.23							
CINTAS CORPORATION-463									
006830									
463631113	3/14/2016	184.12	0.00	04/01/2016				False	0
001-002-473000 Miscellaneous Expense				MATS					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
463631113 Total:		184.12							
463634527	3/21/2016	44.11	0.00	04/01/2016				False	0
018-019-470000 Building Expense					MATS				
463634527	3/21/2016	44.12	0.00	04/01/2016				False	0
018-020-470000 Building Expense					MATS				
463634527 Total:		88.23							
463634531	3/21/2016	38.84	0.00	04/01/2016				False	0
013-403-470000 Building					MATS				
463634531 Total:		38.84							
CINTAS CORPORATION		311.19							
CODE PUBLISHING, INC.									
007162									
52562	3/23/2016	619.65	0.00	04/01/2016				False	0
012-102-554000 Contractual/consulting serv					MUNICIPAL CODE ELECTRONIC UPDATE 3/18/16				
52562 Total:		619.65							
CODE PUBLISHING, INC		619.65							
COLUMBIA RIVER P.U.D.									
008325									
1608746	3/21/2016	600.24	0.00	04/01/2016				False	0
011-011-453000 Street Lighting					73638 STREET LIGHTS				
1608746 Total:		600.24							
1608749	3/21/2016	1,628.08	0.00	04/01/2016				False	0
011-011-453000 Street Lighting					73638 STREET LIGHTS				
1608749 Total:		1,628.08							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
COLUMBIA RIVER P.U.D		2,228.32							
COMCAST									
COMCAST									
APRIL 2016	4/30/2016	107.85	0.00	04/01/2016				False	0
001-002-458000 Telephone Expense				4855					
APRIL 2016	4/30/2016	186.97	0.00	04/01/2016				False	0
012-107-458000 Telecommunication expense				9110					
APRIL 2016	4/30/2016	99.59	0.00	04/01/2016				False	0
001-004-500000 Computer Maintenance				9110					
APRIL 2016	4/30/2016	94.85	0.00	04/01/2016				False	0
012-107-458000 Telecommunication expense				8631					
APRIL 2016	4/30/2016	94.85	0.00	04/01/2016				False	0
001-004-500000 Computer Maintenance				3388					
APRIL 2016 Total:		584.11							
COMCAST Total:		584.11							
CONSOLIDATED SUPPLY									
009000									
S7666569.001	3/22/2016	180.18	0.00	04/01/2016				False	0
001-005-501000 Operating Materials & Supp				METERING FAUCET					
S7666569.001 Total:		180.18							
S7679096.001	3/15/2016	2,343.00	0.00	04/01/2016				False	0
010-304-653400 Storm drains				PVC PIPE					
S7679096.001 Total:		2,343.00							
CONSOLIDATED SUPPL		2,523.18							
COUNTRY MEDIA INC.									
006800									
220616	3/16/2016	84.40	0.00	04/01/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
001-100-461000 Public meetings					ADVERTISING COL VIEW PARK				
220616 Total:		84.40							
22482	3/23/2016	48.18	0.00	04/01/2016				False	0
012-106-526000 Advertisements					NOTICE OF BUDGET COMMITTEE MEETING 4/7				
22482 Total:		48.18							
COUNTRY MEDIA INC. T		132.58							
ENVIRONMENTAL RESOURCE ASSOC. 011470									
C427901	3/18/2016	570.26	0.00	04/01/2016				False	0
018-019-472000 Lab Testing					MATERIALS				
C427901	3/18/2016	570.26	0.00	04/01/2016				False	0
018-020-472000 Lab Testing					MATERIALS				
C427901 Total:		1,140.52							
ENVIRONMENTAL RESO		1,140.52							
GALLAGHER, DANIEL Q. 013075									
FEB 2016	2/8/2016	190.00	0.00	04/01/2016				False	0
001-103-554000 Contractual/consulting serv					JOEL D THOMPSON 2015-CR-000264 PRETRIAL				
FEB 2016 Total:		190.00							
GALLAGHER, DANIEL Q		190.00							
GALLS, LLC - D.B.A BLUEMENTHAL UNIFORM 013074									
005001108	3/4/2016	113.34	0.00	04/01/2016				False	0
001-002-502000 Equipment Expense					MAG POUCH, DOUBLE CUFF, RADIO HOLDER				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
<hr/>									
005001108 Total:		113.34							
GALLS, LLC - D.B.A BLU		113.34							
HACH COMPANY 014200									
9848645	3/21/2016	447.89	0.00	04/01/2016				False	0
017-417-501000 Operating materials and suppli				PHOTOCELL ASSY					
9848645 Total:		447.89							
HACH COMPANY Total:		447.89							
HASA 014771									
487308	3/18/2016	4,195.30	0.00	04/01/2016				False	0
018-020-527000 Hypochlorite Expense				MULTI-CHLOR					
487308 Total:		4,195.30							
HASA Total:		4,195.30							
INTEGRA TELECOM, INC. 016479									
13744858	3/21/2016	404.81	0.00	04/01/2016				False	0
001-002-458000 Telephone Expense				754802					
13744858	3/21/2016	58.60	0.00	04/01/2016				False	0
012-106-480000 Postage				754802					
13744858	3/21/2016	1,231.38	0.00	04/01/2016				False	0
012-107-458000 Telecommunication expense				754802					
13744858	3/21/2016	303.61	0.00	04/01/2016				False	0
001-004-458000 Telephone Expense				754802					
13744858	3/21/2016	49.00	0.00	04/01/2016				False	0
017-017-458000 Telephone Expense				754802					
13744858	3/21/2016	566.34	0.00	04/01/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
017-417-458000 Telephone expense				754802					
13744858	3/21/2016	200.14	0.00	04/01/2016				False	0
013-403-458000 Telecommunication expense				754802					
13744858	3/21/2016	178.19	0.00	04/01/2016				False	0
018-019-458000 Telecommunication Expense				754802					
13744858	3/21/2016	178.19	0.00	04/01/2016				False	0
018-020-458000 Telecommunication Expense				754802					
13744858	3/21/2016	702.35	0.00	04/01/2016				False	0
018-022-458000 Telecommunication expense				754802					
13744858 Total:		3,872.61							
INTEGRA TELECOM, IN		3,872.61							
INTELLIGENT PRODUCTS, INC									
I.P.INC									
216454A	3/23/2016	1,083.94	0.00	04/01/2016				False	0
001-005-501000 Operating Materials & Supp				MUTT MITT SINGLES 2000 PER CTN.					
216454A Total:		1,083.94							
INTELLIGENT PRODUC		1,083.94							
LAKESIDE INDUSTRIES									
018000									
8013468MB	3/16/2016	911.68	0.00	04/01/2016				False	0
011-011-501000 Operating Materials & Supp				EZ STREET ASPH 8.1400 TONS					
8013468MB Total:		911.68							
LAKESIDE INDUSTRIES		911.68							
LAWSON PRODUCTS, INC.									
018040									
9303974301	3/22/2016	351.49	0.00	04/01/2016				False	0
015-015-501000 Operating Materials & Supp				MATERIALS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
9303974301 Total:		351.49							
LAWSON PRODUCTS, IN		351.49							
MAILBOXES NORTHWEST									
019366									
MAR 2016	1/21/2016	14.58	0.00	04/01/2016				False	0
001-002-480000 Postage					OSP FORENSICS LAB SHIPPING				
MAR 2016	1/27/2016	5.47	0.00	04/01/2016				False	0
001-002-480000 Postage					OSP FORENSICS LAB SHIPPING				
MAR 2016	1/25/2016	41.66	0.00	04/01/2016				False	0
001-002-480000 Postage					EVIDENCE TECH AMY RITTER SHIPPING				
MAR 2016 Total:		61.71							
MAILBOXES NORTHWE		61.71							
MEDORA CORPORATION									
031521									
77002	3/14/2016	1,988.00	0.00	04/01/2016				False	0
018-019-501000 Operating Materials					BATTERY LG				
77002 Total:		1,988.00							
MEDORA CORPORATIO		1,988.00							
NORTHWEST OCCUPATIONAL									
021449									
MAR 2016	2/2/2016	720.00	0.00	04/01/2016				False	0
001-002-473000 Miscellaneous Expense					MED / PSYCHOLOGICAL SCREENING DAVID LILLY				
MAR 2016 Total:		720.00							
NORTHWEST OCCUPAT		720.00							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
<hr/>									
OPUS:INTERACTIVE, INC. 021979									
2776680	3/15/2016	5.00	0.00	04/01/2016				False	0
001-002-500000 Computer System Maint.				5022 POLICE					
2776680 Total:		5.00							
OPUS:INTERACTIVE, IN		5.00							
OREGON DEPT OF TRANSPORTATION 023158									
584	3/22/2016	41.36	0.00	04/01/2016				False	0
001-002-501000 Operating Materials & Supp				COLUMBIA COUNTY MAP 54X70 / ST HELENS CITY I					
584 Total:		41.36							
OREGON DEPT OF TRAN		41.36							
PAPE' MATERIAL HANDLING EXCHANGE 024755									
7570971	2/26/2016	596.89	0.00	04/01/2016				False	0
015-015-501000 Operating Materials & Supp				SHAFT / BOOT KIT / SHIPPING					
7570971 Total:		596.89							
7593327	2/26/2016	-579.92	0.00	04/01/2016				False	0
015-015-501000 Operating Materials & Supp				SHAFT / BOOT KIT / RETURNED					
7593327 Total:		-579.92							
PAPE' MATERIAL HAND		16.97							
ROGER STAUFFER REMODELING LLC R.STAUFF									
1353	3/20/2016	1,180.00	0.00	04/01/2016				False	0
012-107-575000 Equipment expense				INSTALLED STAIRS MATERIAL / LABOR ROOF HATC					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
1353 Total:		1,180.00							
ROGER STAUFFER REM		1,180.00							
SAN DIEGO POLICE EQUIPMENT CO. 029630 621866	3/10/2016	728.92	0.00	04/01/2016	AMMUNITION			False	0
001-002-504000 Ammunition									
621866 Total:		728.92							
SAN DIEGO POLICE EQ		728.92							
STAPLES BUSINESS ADVANTAGE 031983 3296165518	3/12/2016	43.79	0.00	04/01/2016	LEGAL FOLLOWER BLOCK			False	0
001-103-457000 Office supplies									
3296165518 Total:		43.79							
3296165519	3/12/2016	137.74	0.00	04/01/2016	TONER			False	0
012-107-457000 Office supplies									
3296165519 Total:		137.74							
3296165520	3/1/2016	43.79	0.00	04/01/2016	LEGAL FOLLOWER BLOCK			False	0
012-107-457000 Office supplies									
3296165520 Total:		43.79							
3296165521	3/12/2016	36.00	0.00	04/01/2016	SIGN HOLDER			False	0
012-101-527000 Communications									
3296165521	3/12/2016	22.97	0.00	04/01/2016	OFFICE SUPPLIES			False	0
012-107-457000 Office supplies									
3296165521 Total:		58.97							
3296729761	3/15/2016	-43.79	0.00	04/01/2016				False	0

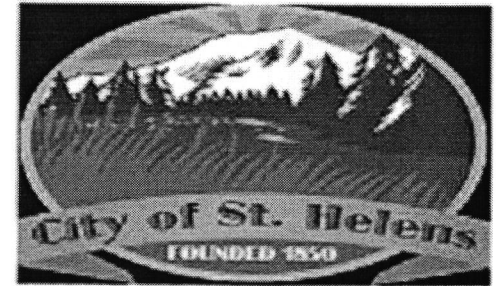
Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
001-103-457000 Office supplies				LEGAL FOLLOWER BLOCK CREDIT					
3296729761 Total:		-43.79							
3296729762	3/15/2016	-43.79	0.00	04/01/2016				False	0
012-107-457000 Office supplies				LEGAL FOLLOWER BLOCK CREDIT					
3296729762 Total:		-43.79							
3296729763	3/19/2016	6.90	0.00	04/01/2016				False	0
001-103-457000 Office supplies				OFFICE SUPPLIES					
3296729763	3/19/2016	39.56	0.00	04/01/2016				False	0
012-106-457000 Office supplies				OFFICE SUPPLIES					
3296729763	3/19/2016	205.37	0.00	04/01/2016				False	0
012-107-457000 Office supplies				OFFICE SUPPLIES					
3296729763 Total:		251.83							
3296729764	3/19/2016	6.49	0.00	04/01/2016				False	0
012-106-457000 Office supplies				STAMP					
3296729764 Total:		6.49							
STAPLES BUSINESS AD		455.03							
VERIZON WIRELESS									
000720									
9762422923	3/20/2016	1,530.01	0.00	04/01/2016				False	0
001-002-458000 Telephone Expense				POLICE PHONES 271826771-00001					
9762422923 Total:		1,530.01							
VERIZON WIRELESS To		1,530.01							
VERNON, VICKI R.									
034920									
MAR 2016	3/4/2016	288.00	0.00	04/01/2016				False	0
001-103-554000 Contractual/consulting serv				MARK ANDERSON 2015-CR-000303					
MAR 2016	3/1/2016	280.00	0.00	04/01/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
001-103-554000 Contractual/consulting serv				KEVIN KNUTSON 2015-CR-000348					
MAR 2016 Total:		568.00							
VERNON, VICKI R. Total		568.00							
WILCOX & FLEGEL 037003									
C002879-IN	3/22/2016	57.90	0.00	04/01/2016				False	0
013-403-531000 Gasoline				42.8 DIESEL					
C002879-IN Total:		57.90							
WILCOX & FLEGEL Tota		57.90							
Report Total:		27,882.89							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 04/08/2016 - 10:01AM  
 Batch: 00019.03.2016 - 04/08 FY 15-16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
ACE HARDWARE									
000500									
1217	3/31/2016	94.18	0.00	04/08/2016				False	0
018-019-501000 Operating Materials				MATERIALS					
1217	3/31/2016	94.18	0.00	04/08/2016				False	0
018-020-501000 Operating Materials & Supplies				MATERIALS					
1217	3/31/2016	40.24	0.00	04/08/2016				False	0
018-018-501000 Operating Materials & Supplies				MATERIALS					
1217 Total:		228.60							
1218	3/31/2016	13.49	0.00	04/08/2016				False	0
011-011-501000 Operating Materials & Supp				MATERIALS					
1218	3/31/2016	224.67	0.00	04/08/2016				False	0
017-017-501000 Operating Materials & Sup.				MATERIALS					
1218	3/31/2016	152.97	0.00	04/08/2016				False	0
017-417-501000 Operating materials and suppli				MATERIALS					
1218	3/31/2016	122.35	0.00	04/08/2016				False	0
001-005-501000 Operating Materials & Supp				MATERIALS					
1218	3/31/2016	443.91	0.00	04/08/2016				False	0
001-002-501000 Operating Materials & Supp				MATERIALS					
1218	3/31/2016	35.96	0.00	04/08/2016				False	0
013-403-470000 Building				MATERIALS					
1218	3/31/2016	71.39	0.00	04/08/2016				False	0
018-018-501000 Operating Materials & Supplies				MATERIALS					
1218 Total:		1,064.74							
ACE HARDWARE Total:		1,293.34							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
AIRGAS USA, LLC									
AIRGAS									
9049814535	3/28/2016	50.15	0.00	04/08/2016				False	0
017-017-501000 Operating Materials & Sup.				CO2					
9049814535 Total:		50.15							
AIRGAS USA, LLC Total:		50.15							
<hr/>									
ALEXIN ANALYTICAL LABS, INC.									
001650									
25714	3/31/2016	975.00	0.00	04/08/2016				False	0
017-017-472000 Lab Testing				ROUTINE TESTING					
25714 Total:		975.00							
ALEXIN ANALYTICAL L		975.00							
<hr/>									
ASSOCIATION OF IDAHO CITIES									
001957									
113	4/4/2016	35.00	0.00	04/08/2016				False	0
012-102-526000 Advertisements				FINANCE DIRECTOR					
113 Total:		35.00							
ASSOCIATION OF IDAH		35.00							
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ASSURED LOCK TOOL & SUPPLY									
124853									
50059	4/4/2016	2,075.19	0.00	04/08/2016				False	0
010-305-653556 CIS grant eqpmt				DIGILOCK LOCKER - LIBRARY					
50059 Total:		2,075.19							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	ASSURED LOCK TOOL &	2,075.19							
BANKCARD CENTER 002197									
APRIL 2016	3/28/2016	618.00	0.00	04/08/2016				False	0
012-106-575000 Equipment expense					IKEA DESK HEIDI DAVIS				
APRIL 2016	3/28/2016	180.00	0.00	04/08/2016				False	0
001-104-490000 Professional development					OREGON ACTIVE TRANS BIKE TOURISM SUMMIT JI				
APRIL 2016	3/28/2016	200.00	0.00	04/08/2016				False	0
012-102-526000 Advertisements					YOURMEMBERSHIP JOB POSTING POLICE				
APRIL 2016	3/28/2016	145.00	0.00	04/08/2016				False	0
012-102-526000 Advertisements					NAT MIN UPDATE EMPLOYER DVERTISING				
APRIL 2016	3/28/2016	163.00	0.00	04/08/2016				False	0
001-105-457000 Office supplies					CODE BOOKS PURCHASE				
APRIL 2016	3/28/2016	75.00	0.00	04/08/2016				False	0
012-102-526000 Advertisements					OGFOA JOB POSTING				
APRIL 2016	3/28/2016	400.00	0.00	04/08/2016				False	0
012-102-526000 Advertisements					CSMFO JOB BOARD POSTING				
APRIL 2016	3/28/2016	140.00	0.00	04/08/2016				False	0
012-102-526000 Advertisements					ADVERTISING				
APRIL 2016	3/28/2016	249.00	0.00	04/08/2016				False	0
012-102-526000 Advertisements					ADVERTISING JOB POSTING				
APRIL 2016	3/28/2016	222.75	0.00	04/08/2016				False	0
012-102-526000 Advertisements					ADVERTISING JOB POSTING ICMA				
APRIL 2016	3/28/2016	390.00	0.00	04/08/2016				False	0
012-102-526000 Advertisements					ADVERTISING JOB POSTING				
APRIL 2016	3/28/2016	175.00	0.00	04/08/2016				False	0
012-102-526000 Advertisements					ADVERTISING JOB POSTING OREGON LIVE				
APRIL 2016	3/28/2016	212.10	0.00	04/08/2016				False	0
001-104-558321 Main street					FLIGHT ANY AMOUCHA CONFERENCE				
APRIL 2016	3/28/2016	209.00	0.00	04/08/2016				False	0
012-101-490000 Professional development					BROWNSFIELD CONF J. WALSH				
APRIL 2016	3/28/2016	101.60	0.00	04/08/2016				False	0
001-104-558321 Main street					ANYA MOUCHA FLIGHT TO MAINSTREET CONFERE				
APRIL 2016	3/28/2016	325.00	0.00	04/08/2016				False	0
012-101-490000 Professional development					CONFERENCE FEE J WALSH WASHINTON CITY MGM				
APRIL 2016	3/28/2016	423.00	0.00	04/08/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
012-102-575000 Equipment expense				NATIONAL BUSINESS FUNITURE CHAIRS LISA					
APRIL 2016	3/28/2016	-25.00	0.00	04/08/2016				False	0
012-102-575000 Equipment expense				NATIONAL BUSINESS FUNITURE CHAIRS LISA / APR					
APRIL 2016	3/9/2016	135.00	0.00	04/08/2016				False	0
012-102-457000 Office supplies				ID WHOLESALER ID CARD LAMINATE					
APRIL 2016	3/9/2016	150.00	0.00	04/08/2016				False	0
012-102-526000 Advertisements				NEWSLETTER ADD					
APRIL 2016	3/28/2016	423.00	0.00	04/08/2016				False	0
012-106-457000 Office supplies				NATIONAL BUSINESS FUNITURE CHAIRS APRIL					
APRIL 2016	3/28/2016	-25.00	0.00	04/08/2016				False	0
012-106-457000 Office supplies				NATIONAL BUSINESS FUNITURE CHAIRS LISA / APR					
APRIL 2016 Total:		4,886.45							
APRIL 2016 7727	3/28/2016	97.82	0.00	04/08/2016				False	0
013-403-457000 Office supplies				STAPLES OFFICE SUPPLIES					
APRIL 2016 7727	3/28/2016	26.60	0.00	04/08/2016				False	0
017-417-501000 Operating materials and suppli				FILTERS EBAY					
APRIL 2016 7727	3/28/2016	50.70	0.00	04/08/2016				False	0
011-011-501000 Operating Materials & Supp				ASPHALT RAKES					
APRIL 2016 7727	3/28/2016	50.70	0.00	04/08/2016				False	0
011-011-501000 Operating Materials & Supp				ASPHALT RAKES					
APRIL 2016 7727	3/28/2016	31.00	0.00	04/08/2016				False	0
018-019-501000 Operating Materials				CFR'S					
APRIL 2016 7727	3/28/2016	31.00	0.00	04/08/2016				False	0
018-020-501000 Operating Materials & Supplies				CFR'S					
APRIL 2016 7727	3/28/2016	106.77	0.00	04/08/2016				False	0
013-403-457000 Office supplies				STAPLES					
APRIL 2016 7727	3/28/2016	38.46	0.00	04/08/2016				False	0
017-017-501000 Operating Materials & Sup.				AMAZON PIPE CLEANERS					
APRIL 2016 7727 Total:		433.05							
APRIL 2016 9549	3/28/2016	296.94	0.00	04/08/2016				False	0
001-004-512000 Periodicals				WALL STREET JOURNAL SUB					
APRIL 2016 9549	3/28/2016	21.60	0.00	04/08/2016				False	0
001-004-473000 Misc Expense				POINTS OF LIGHT VOLUNTEER PINS					
APRIL 2016 9549	3/28/2016	618.00	0.00	04/08/2016				False	0
012-102-575000 Equipment expense				SIT STAND DESK LISA					
APRIL 2016 9549	3/28/2016	255.88	0.00	04/08/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
001-004-481000 Visual Materials				PBS DVD PURCHASE					
APRIL 2016 9549	3/28/2016	15.99	0.00	04/08/2016				False	0
001-004-481000 Visual Materials				PBS DVD PURCHASE					
APRIL 2016 9549 Total:		1,208.41							
BANKCARD CENTER To		6,527.91							
BOYD D. RUBY									
58542									
MAR 2016	3/8/2016	1,726.60	0.00	04/08/2016				False	0
001-004-470000 Building Expense				CARPETING / CONTRACT AMOUNT STAIR NO SING					
MAR 2016 Total:		1,726.60							
BOYD D. RUBY Total:		1,726.60							
CASCADE CONCRETE PRODUCTS,INC.									
005925									
64718	3/15/2016	235.00	0.00	04/08/2016				False	0
010-304-653400 Storm drains				CONCRETE CB1-24R CB1-4R					
64718 Total:		235.00							
CASCADE CONCRETE P		235.00							
CENTER POINT PUBLISHING									
006281									
1366529	3/21/2016	150.00	0.00	04/08/2016				False	0
001-004-511000 Printed Materials				1366529 BOOKS					
1366529 Total:		150.00							
CENTER POINT PUBLIS		150.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
CENTERLOGIC, INC.									
011595									
33301	2/5/2016	13.00	0.00	04/08/2016				False	0
012-101-500000 Information services				SERVERS BACKUP					
33301	2/5/2016	22.75	0.00	04/08/2016				False	0
001-100-500000 Information services				SERVERS BACKUP					
33301	2/5/2016	9.75	0.00	04/08/2016				False	0
001-103-500000 Information services				SERVERS BACKUP					
33301	2/5/2016	3.25	0.00	04/08/2016				False	0
001-104-500000 Information services				SERVERS BACKUP					
33301	2/5/2016	78.00	0.00	04/08/2016				False	0
001-002-500000 Computer System Maint.				SERVERS BACKUP					
33301	2/5/2016	22.75	0.00	04/08/2016				False	0
001-004-500000 Computer Maintenance				SERVERS BACKUP					
33301	2/5/2016	9.75	0.00	04/08/2016				False	0
001-105-500000 Information services				SERVERS BACKUP					
33301	2/5/2016	9.75	0.00	04/08/2016				False	0
015-015-500000 Computer System Maint.				SERVERS BACKUP					
33301	2/5/2016	9.75	0.00	04/08/2016				False	0
012-102-500000 Information services				SERVERS BACKUP					
33301	2/5/2016	26.00	0.00	04/08/2016				False	0
012-106-500000 Information services				SERVERS BACKUP					
33301	2/5/2016	19.50	0.00	04/08/2016				False	0
013-402-500000 Information services				SERVERS BACKUP					
33301	2/5/2016	78.00	0.00	04/08/2016				False	0
013-403-500000 Information services				SERVERS BACKUP					
33301	2/5/2016	9.75	0.00	04/08/2016				False	0
017-417-501000 Operating materials and suppli				SERVERS BACKUP					
33301	2/5/2016	13.00	0.00	04/08/2016				False	0
018-019-500000 Computer System Maint.				SERVERS BACKUP					
33301 Total:		325.00							
33888	4/5/2016	3,662.50	0.00	04/08/2016				False	0
010-305-653553 Phone system				PHONE SYSTEM ETHERNET SWITCH					
33888 Total:		3,662.50							
33907	4/5/2016	210.12	0.00	04/08/2016				False	0
012-106-500000 Information services				MICROSOFT OFFICE 2016 JON ELLIS COMPUTER					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
33907 Total:		210.12							
33934	4/4/2016	1,029.30	0.00	04/08/2016				False	0
010-305-653553 Phone system				PHONE SYSTEM REPLACE SWITCHES					
33934 Total:		1,029.30							
34026	4/4/2016	62.22	0.00	04/08/2016				False	0
012-101-500000 Information services				IT SUPPORT					
34026	4/4/2016	71.71	0.00	04/08/2016				False	0
001-100-500000 Information services				IT SUPPORT					
34026	4/4/2016	66.74	0.00	04/08/2016				False	0
001-103-500000 Information services				IT SUPPORT					
34026	4/4/2016	29.86	0.00	04/08/2016				False	0
001-104-500000 Information services				IT SUPPORT					
34026	4/4/2016	167.40	0.00	04/08/2016				False	0
001-002-500000 Computer System Maint.				IT SUPPORT					
34026	4/4/2016	378.83	0.00	04/08/2016				False	0
001-004-500000 Computer Maintenance				IT SUPPORT					
34026	4/4/2016	64.43	0.00	04/08/2016				False	0
001-105-500000 Information services				IT SUPPORT					
34026	4/4/2016	20.93	0.00	04/08/2016				False	0
015-015-500000 Computer System Maint.				IT SUPPORT					
34026	4/4/2016	71.30	0.00	04/08/2016				False	0
012-102-500000 Information services				IT SUPPORT					
34026	4/4/2016	177.12	0.00	04/08/2016				False	0
012-106-500000 Information services				IT SUPPORT					
34026	4/4/2016	135.77	0.00	04/08/2016				False	0
013-402-500000 Information services				IT SUPPORT					
34026	4/4/2016	167.36	0.00	04/08/2016				False	0
013-403-500000 Information services				IT SUPPORT					
34026	4/4/2016	245.93	0.00	04/08/2016				False	0
017-417-501000 Operating materials and suppli				IT SUPPORT					
34026	4/4/2016	27.90	0.00	04/08/2016				False	0
018-019-500000 Computer System Maint.				IT SUPPORT					
34026 Total:		1,687.50							
34187	4/5/2016	13.00	0.00	04/08/2016				False	0



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
012-101-500000 Information services				SERVERS BACKUP					
34187	4/5/2016	22.75	0.00	04/08/2016				False	0
001-100-500000 Information services				SERVERS BACKUP					
34187	4/5/2016	9.75	0.00	04/08/2016				False	0
001-103-500000 Information services				SERVERS BACKUP					
34187	4/5/2016	3.25	0.00	04/08/2016				False	0
001-104-500000 Information services				SERVERS BACKUP					
34187	4/5/2016	78.00	0.00	04/08/2016				False	0
001-002-500000 Computer System Maint.				SERVERS BACKUP					
34187	4/5/2016	22.75	0.00	04/08/2016				False	0
001-004-500000 Computer Maintenance				SERVERS BACKUP					
34187	4/5/2016	9.75	0.00	04/08/2016				False	0
001-105-500000 Information services				SERVERS BACKUP					
34187	4/5/2016	9.75	0.00	04/08/2016				False	0
015-015-500000 Computer System Maint.				SERVERS BACKUP					
34187	4/5/2016	9.75	0.00	04/08/2016				False	0
012-102-500000 Information services				SERVERS BACKUP					
34187	4/5/2016	26.00	0.00	04/08/2016				False	0
012-106-500000 Information services				SERVERS BACKUP					
34187	4/5/2016	19.50	0.00	04/08/2016				False	0
013-402-500000 Information services				SERVERS BACKUP					
34187	4/5/2016	78.00	0.00	04/08/2016				False	0
013-403-500000 Information services				SERVERS BACKUP					
34187	4/5/2016	9.75	0.00	04/08/2016				False	0
017-417-501000 Operating materials and suppli				SERVERS BACKUP					
34187	4/5/2016	13.00	0.00	04/08/2016				False	0
018-019-500000 Computer System Maint.				SERVERS BACKUP					
34187 Total:		325.00							
CENTERLOGIC, INC. To		7,239.42							
CHAVES CONSULTING, INC.-CRMS									
006630									
160081	4/1/2016	259.14	0.00	04/08/2016				False	0
012-102-554000 Contractual/consulting serv				MONTHLY USER FEE OR 0486 ERMS SAAS					
160081 Total:		259.14							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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CHAVES CONSULTING,		259.14							
CINTAS CORPORATION-463 006830									
463638029	3/28/2016	49.12	0.00	04/08/2016				False	0
001-002-473000 Miscellaneous Expense				SUPPLIES					
463638029 Total:		49.12							
463641445	4/4/2016	41.11	0.00	04/08/2016				False	0
018-020-470000 Building Expense				MATS					
463641445	4/4/2016	41.12	0.00	04/08/2016				False	0
018-019-470000 Building Expense				MATS					
463641445 Total:		82.23							
463641447	4/4/2016	38.84	0.00	04/08/2016				False	0
013-403-470000 Building				MATS					
463641447 Total:		38.84							
CINTAS CORPORATION		170.19							
CITY OF COLUMBIA CITY 007370									
MARCH 2016	4/4/2016	71.14	0.00	04/08/2016				False	0
017-417-459000 Utilities				001754-001					
MARCH 2016 Total:		71.14							
CITY OF COLUMBIA CIT		71.14							
COASTWIDE LABORATORIES 007159									
2865250	3/30/2016	70.61	0.00	04/08/2016				False	0
012-107-457000 Office supplies				TP					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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2865250 Total:		70.61							
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COASTWIDE LABORATO		70.61							
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COLUMBIA RIVER P.U.D. 008325									
APRIL 2016	4/1/2016	16,037.19	0.00	04/08/2016				False	0
018-019-534000 Electrical Energy				38633					
<hr/>									
APRIL 2016 Total:		16,037.19							
<hr/>									
COLUMBIA RIVER P.U.D		16,037.19							
<hr/>									
COMCAST COMCAST									
APRIL 2016	3/25/2016	102.85	0.00	04/08/2016				False	0
001-005-509000 Marine board expense				3930					
<hr/>									
APRIL 2016 Total:		102.85							
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COMCAST Total:		102.85							
<hr/>									
CORRECT EQUIPMENT 009210									
11909	4/4/2016	2,122.50	0.00	04/08/2016				False	0
018-022-501000 Materials and supplies				WIRELESS REAL TIME ALARM SYSTEM					
<hr/>									
11909 Total:		2,122.50							
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CORRECT EQUIPMENT		2,122.50							
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CREATIVE SERVICES OF NEW ENGLAND 009341									
D16-11198	3/22/2016	205.95	0.00	04/08/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
001-002-526000 Publicity					BADGE STICKERS				
	D16-11198 Total:	205.95							
	CREATIVE SERVICES O	205.95							
DAHLGREN BUILDERS SUPPLY									
009800									
MAR 2016	3/25/2016	55.45	0.00	04/08/2016				False	0
010-303-653301 Sewer main replacement					MATERIALS				
MAR 2016	3/25/2016	19.99	0.00	04/08/2016				False	0
018-018-501000 Operating Materials & Supplies					MATERIALS				
MAR 2016	3/25/2016	6.29	0.00	04/08/2016				False	0
012-107-457000 Office supplies					MATERIALS				
MAR 2016	3/25/2016	56.03	0.00	04/08/2016				False	0
017-417-470000 Building expense					MATERIALS				
MAR 2016	3/25/2016	3.79	0.00	04/08/2016				False	0
001-002-501000 Operating Materials & Supp					MATERIALS				
MAR 2016	3/25/2016	20.18	0.00	04/08/2016				False	0
018-019-501000 Operating Materials					MATERIALS				
MAR 2016	3/25/2016	23.59	0.00	04/08/2016				False	0
018-019-501000 Operating Materials					MATERIALS				
MAR 2016	3/25/2016	23.60	0.00	04/08/2016				False	0
018-020-501000 Operating Materials & Supplies					MATERIALS				
	MAR 2016 Total:	208.92							
	DAHLGREN BUILDERS	208.92							
DAVIS, HEIDI									
H.DAVIS									
APRIL 2016	4/6/2016	241.74	0.00	04/08/2016				False	0
001-105-490000 Professional development					OPTA PERMIT TECH COURSE				
	APRIL 2016 Total:	241.74							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
DAVIS, HEIDI Total:		241.74							
DCBS- FISCAL SERVICES									
010113									
APRIL 2016	4/4/2016	3,869.18	0.00	04/08/2016				False	0
001-000-234000 State Surcharge Payable					STATE SURCHARGE PAYMENT 10/2015 1564.95 11/201				
APRIL 2016 Total:		3,869.18							
DCBS- FISCAL SERVICE		3,869.18							
DIETER, DAN									
48596									
APRIL 2016	4/6/2016	112.00	0.00	04/08/2016				False	0
001-004-470000 Building Expense					ACE HARDWARE REPLACEMENT WINDOW SCREEN				
APRIL 2016 Total:		112.00							
DIETER, DAN Total:		112.00							
E2C CORPORATION									
E2C									
3892	3/31/2016	480.00	0.00	04/08/2016				False	0
008-008-558104 Events					INSURANCE REQ FOR ST. HELENS EVENTS				
3892 Total:		480.00							
E2C CORPORATION Tota		480.00							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
30656	3/21/2016	134.52	0.00	04/08/2016				False	0
010-304-653400 Storm drains					ROCK-S 9TH ST STORM				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
30656 Total:		134.52							
30667	3/22/2016	128.73	0.00	04/08/2016				False	0
010-304-653400 Storm drains	ROCK-S 9TH ST STORM								
30667 Total:		128.73							
30675	3/23/2016	250.42	0.00	04/08/2016				False	0
010-304-653400 Storm drains	ROCK-S 9TH ST STORM								
30675 Total:		250.42							
30693	3/25/2016	392.47	0.00	04/08/2016				False	0
010-304-653400 Storm drains	ROCK-S 9TH ST STORM / 1ST ST STORM								
30693 Total:		392.47							
30700	3/28/2016	266.73	0.00	04/08/2016				False	0
010-304-653400 Storm drains	ROCK-S 9TH ST STORM								
30700 Total:		266.73							
30703	3/29/2016	128.06	0.00	04/08/2016				False	0
010-304-653400 Storm drains	ROCK-S 9TH ST STORM								
30703 Total:		128.06							
30709	3/30/2016	129.41	0.00	04/08/2016				False	0
010-304-653400 Storm drains	ROCK-S 9TH ST STORM								
30709 Total:		129.41							
EAGLE STAR ROCK PRO		1,430.34							
EATON'S TIRE AND SERVICE CENTER									
011000									
62590	2/10/2016	339.48	0.00	04/08/2016				False	0
015-015-501000 Operating Materials & Supp	2003 CHEV TRUCK								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #	
Account Number	Description			Reference						
62590 Total:		339.48								
EATON'S TIRE AND SER		339.48								
ELECTRONIC BUSINESS SYSTEMS, INC.										
011175										
028439	1/12/2016	230.00	0.00	04/08/2016					False	0
012-102-500000 Information services				YEARLY SUPPORT RECORDS SYSTEM BR4598 FTRF						
028439 Total:		230.00								
ELECTRONIC BUSINESS		230.00								
GALE/CENGAGE LEARNING										
013073										
57732917	3/11/2016	5.00	0.00	04/08/2016					False	0
001-004-511000 Printed Materials				206645 BOOK						
57732917 Total:		5.00								
GALE/CENGAGE LEARN		5.00								
GALLAGHER, DANIEL Q.										
013075										
MAR 2016	3/28/2016	86.00	0.00	04/08/2016					False	0
001-103-554000 Contractual/consulting serv				JAHMEL A KEARSE						
MAR 2016	3/28/2016	180.00	0.00	04/08/2016					False	0
001-103-554000 Contractual/consulting serv				ANDREW MICHAEL BARNARD						
MAR 2016	3/31/2016	210.00	0.00	04/08/2016					False	0
001-103-554000 Contractual/consulting serv				KEVIN JUSTIN CAIN						
MAR 2016	3/28/2016	160.00	0.00	04/08/2016					False	0
001-103-554000 Contractual/consulting serv				CHRISTOPHER EUGENE BOOTH						
MAR 2016	3/28/2016	160.00	0.00	04/08/2016					False	0
001-103-554000 Contractual/consulting serv				MICHAEL MORTON						
MAR 2016	3/28/2016	160.00	0.00	04/08/2016					False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
001-103-554000 Contractual/consulting serv					RICKY J HOLZ				
MAR 2016	3/28/2016	160.00	0.00	04/08/2016				False	0
001-103-554000 Contractual/consulting serv					TRICIA ANN MCMAHON				
MAR 2016	3/28/2016	160.00	0.00	04/08/2016				False	0
001-103-554000 Contractual/consulting serv					ANDERSON TARA L				
MAR 2016 Total:		1,276.00							
SEPT 2015	9/8/2015	210.00	0.00	04/08/2016				False	0
001-103-554000 Contractual/consulting serv					WILLIAM FLORIN DERBY				
SEPT 2015 Total:		210.00							
GALLAGHER, DANIEL Q		1,486.00							
GALLS, LLC - D.B.A BLUEMENTHAL UNIFORM 013074									
005100599	3/23/2016	715.00	0.00	04/08/2016				False	0
001-002-502000 Equipment Expense					SAC PD 2 CARRIER				
005100599 Total:		715.00							
GALLS, LLC - D.B.A BLU		715.00							
GRAICHEN, JACOB A. 014039									
APRIL 2016	4/6/2016	30.24	0.00	04/08/2016				False	0
001-104-490000 Professional development					AUL FOSTER CONSULTANT PLANNING MEETING				
APRIL 2016 Total:		30.24							
GRAICHEN, JACOB A. T		30.24							
H.D. FOWLER CO. 012650									
C382942	3/21/2016	-175.20	0.00	04/08/2016				False	0
017-017-501000 Operating Materials & Sup.					TRUMBULL VALVE BOX RISER CREDIT				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
C382942 Total:		-175.20							
I4159244	3/18/2016	823.30	0.00	04/08/2016				False	0
017-017-501000 Operating Materials & Sup.					VALVE BOX TOP / VALVE BOX LID				
I4159244 Total:		823.30							
I4160512	3/21/2016	175.20	0.00	04/08/2016				False	0
017-017-501000 Operating Materials & Sup.					TRUMBULL VALVE BOX RISER				
I4160512 Total:		175.20							
H.D. FOWLER CO. Total:		823.30							
HERREN-KENAGA, BRENDA									
015085									
APRIL 2016	4/6/2016	115.00	0.00	04/08/2016				False	0
001-004-490000 Schools & Conventions					OREGON LIBRARY ASSOCIATION MEMBERSHIP				
APRIL 2016 Total:		115.00							
HERREN-KENAGA, BRE		115.00							
HUDSON GARBAGE SERVICE									
015875									
8772655	4/1/2016	51.75	0.00	04/08/2016				False	0
001-004-459000 Utilities					1554				
8772655 Total:		51.75							
8772931	4/1/2016	83.00	0.00	04/08/2016				False	0
012-107-459000 Utilitites					7539				
8772931 Total:		83.00							
HUDSON GARBAGE SER		134.75							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
INGRAM LIBRARY SERVICES, INC.									
016240									
92283739	3/14/2016	28.46	0.00	04/08/2016				False	0
001-004-511000 Printed Materials				BOOKS					
92283739 Total:		28.46							
92302723	3/15/2016	120.91	0.00	04/08/2016				False	0
001-004-511000 Printed Materials				BOOKS					
92302723 Total:		120.91							
92302724	3/15/2016	11.83	0.00	04/08/2016				False	0
001-004-511000 Printed Materials				BOOKS					
92302724 Total:		11.83							
92302725	3/15/2016	5.79	0.00	04/08/2016				False	0
001-004-511000 Printed Materials				BOOKS					
92302725 Total:		5.79							
INGRAM LIBRARY SERV		166.99							
JEFFRIES, MARGARET									
016949									
APRIL 2016	4/6/2016	7.99	0.00	04/08/2016				False	0
001-004-481000 Visual Materials				DVD					
APRIL 2016	4/6/2016	29.95	0.00	04/08/2016				False	0
001-004-511000 Printed Materials				BOOK					
APRIL 2016	4/6/2016	15.98	0.00	04/08/2016				False	0
001-004-511000 Printed Materials				BOOK					
APRIL 2016 Total:		53.92							
JEFFRIES, MARGARET T		53.92							
JORDAN RAMIS PC									
030274									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
MARCH 2016	3/31/2016	2,493.00	0.00	04/08/2016				False	0
009-209-554000 Contract Services				BOISE WHITE PAPER LLC / TAXES 49698-74432					
	MARCH 2016 Total:	2,493.00							
	JORDAN RAMIS PC Tota	2,493.00							
KLONDIKE									
KLONDIKE									
01	12/15/2015	100.00	0.00	04/08/2016				False	0
001-100-558100 Grants and awards				LUNCH MEETING					
	01 Total:	100.00							
	KLONDIKE Total:	100.00							
LANG, ATTORNEY AT LAW, MARK J.									
018006									
1591	3/28/2016	120.00	0.00	04/08/2016				False	0
001-103-554000 Contractual/consulting serv				ERIC JOHNSON					
	1591 Total:	120.00							
	LANG, ATTORNEY AT LA	120.00							
LEAF									
018101									
6383279	3/26/2016	170.00	0.00	04/08/2016				False	0
012-107-502000 Equipment expense				OCE VL2822C COPIER					
	6383279 Total:	170.00							
	LEAF Total:	170.00							

MCFERON, GREG E.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
019548									
0002640	4/5/2016	26.00	0.00	04/08/2016				False	0
001-000-341000 Fines				OVERAGE REFUND REC # 50337 GOOD DRIVING HIS					
0002640 Total:		26.00							
MCFERON, GREG E. Tot		26.00							
METRO PLANNING INC.									
020291									
3578	4/1/2016	112.50	0.00	04/08/2016				False	0
001-104-500000 Information services				GIS WEBSITE HOSTING APRIL 2016					
3578	4/1/2016	37.50	0.00	04/08/2016				False	0
013-402-575000 Equipment expense				GIS WEBSITE HOSTING APRIL 2016					
3578 Total:		150.00							
METRO PLANNING INC		150.00							
METROPRESORT									
020292									
481602	3/29/2016	617.47	0.00	04/08/2016				False	0
012-106-554000 Contractual/consulting serv				PAST DUE NOTICE BILL PRINTING					
481602 Total:		617.47							
METROPRESORT Total:		617.47							
MIDWEST TAPE									
020427									
93784028	3/16/2016	256.87	0.00	04/08/2016				False	0
001-004-481000 Visual Materials				DVD					
93784028 Total:		256.87							
93784090	3/16/2016	22.99	0.00	04/08/2016				False	0
001-004-481000 Visual Materials				DVD					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
93784090 Total:		22.99							
93808118	3/24/2016	45.98	0.00	04/08/2016				False	0
001-004-481000 Visual Materials				DVD					
93808118 Total:		45.98							
MIDWEST TAPE Total:		325.84							
NORTHSTAR CHEMICAL, INC.									
021556									
83729	3/23/2016	448.10	0.00	04/08/2016				False	0
017-417-527000 Chlorine				SODIUM HYPOCHLORITE					
83729 Total:		448.10							
NORTHSTAR CHEMICAL		448.10							
NURNBERG SCIENTIFIC									
021703									
0154947-IN	3/28/2016	165.99	0.00	04/08/2016				False	0
018-019-501000 Operating Materials				KIMWIPES 60					
0154947-IN	3/28/2016	165.99	0.00	04/08/2016				False	0
018-020-501000 Operating Materials & Supplies				KIMWIPES 60					
0154947-IN Total:		331.98							
NURNBERG SCIENTIFIC		331.98							
OAWU									
021691									
20615	3/1/2016	75.00	0.00	04/08/2016				False	0
013-403-490000 Professional development				MEMBERSHIP RENEWAL SEAN TUPPER					
20615 Total:		75.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
OAWU Total:		75.00							
PETTY CASH- SHANNA DUGGAN									
018757									
MAR 2016	3/2/2016	11.21	0.00	04/08/2016				False	0
001-100-473000 Miscellaneous				COUNCIL MTG SNACKS					
MAR 2016	3/7/2016	15.99	0.00	04/08/2016				False	0
001-100-473000 Miscellaneous				YOUTH COUNCIL SNACKS AND CREAMER FOR COI					
MAR 2016	3/8/2016	32.00	0.00	04/08/2016				False	0
012-107-457000 Office supplies				COFFEE					
MAR 2016	3/11/2016	59.00	0.00	04/08/2016				False	0
017-417-457000 Office supplies				FIELD TRIP SUPPLIES / GIFT BAGS					
MAR 2016	3/16/2016	10.00	0.00	04/08/2016				False	0
001-104-490000 Professional development				CONF. TRAVEL MAX J. DIMSHO					
MAR 2016	3/17/2016	11.38	0.00	04/08/2016				False	0
001-100-473000 Miscellaneous				YOUTH COUNCIL SNACKS					
MAR 2016	3/29/2016	32.99	0.00	04/08/2016				False	0
009-209-575130 Potential development ops				WATERFRONT DEV MTG SNACKS					
MAR 2016	3/29/2016	24.00	0.00	04/08/2016				False	0
012-107-457000 Office supplies				COFFEE					
MAR 2016	3/29/2016	9.47	0.00	04/08/2016				False	0
013-403-490000 Professional development				DONUTS SAFETY MTG					
MAR 2016 Total:		206.04							
PETTY CASH- SHANNA		206.04							
PHILLIPS, CYNTHIA									
025515									
041516	4/4/2016	1,592.00	0.00	04/08/2016				False	0
001-103-554000 Contractual/consulting serv				4/1-4/15/16 MUNICIPAL COURT JUDGE					
041516 Total:		1,592.00							
PHILLIPS, CYNTHIA Tot		1,592.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
PITNEY BOWES 025600									
638466	4/3/2016	261.50	0.00	04/08/2016				False	0
012-106-502000 Equipment expense				POSTAGE MACHINE RENT 1/1/16-3/31/16 0004262816					
638466 Total:		261.50							
PITNEY BOWES Total:		261.50							
RODALES ORGANIC LIFE 0024055									
APRIL 2016	4/4/2016	15.00	0.00	04/08/2016				False	0
001-004-512000 Periodicals				MAGAZINE SUBSCRIPTION					
APRIL 2016 Total:		15.00							
RODALES ORGANIC LIF		15.00							
SAIF CORPORATION 028300									
APRIL 2016	4/1/2016	420.31	0.00	04/08/2016				False	0
001-002-417000 Workers comp				CLAIM POLICY 26274					
APRIL 2016 Total:		420.31							
SAIF CORPORATION To		420.31							
SCHOLL, LISA L.SCHOLL									
APRIL 2016	4/5/2016	417.77	0.00	04/08/2016				False	0
012-102-490000 Professional development				OAMR MID YEAR ACADEMY EXPENSE LISA SCHOL					
APRIL 2016 Total:		417.77							
SCHOLL, LISA Total:		417.77							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
SELDEN, LAURIE									
030715									
083114	4/5/2016	2,948.00	0.00	04/08/2016				False	0
001-103-554000	Contractual/consulting serv			4/1-4/15 CRIMINAL PROSECUTORIAL SERVICES					
	083114 Total:	2,948.00							
	SELDEN, LAURIE Total:	2,948.00							
ST. HELENS SCHOOL DISTRICT									
028955									
APRIL 2016	4/4/2016	10,039.00	0.00	04/08/2016				False	0
001-000-210000	School Excercise Tax			SCHOOL EXCISE PAYMENT LESS CITY 1% 100.39					
APRIL 2016	4/4/2016	-100.39	0.00	04/08/2016				False	0
001-000-312100	Building admin-temp coo			SCHOOL EXCISE PAYMENT LESS CITY 1% 100.39					
	APRIL 2016 Total:	9,938.61							
	ST. HELENS SCHOOL DI	9,938.61							
SUNSET									
020809									
APRIL 2016	4/4/2016	29.00	0.00	04/08/2016				False	0
001-004-512000	Periodicals			MAGAZINE SUBSCRIPTION					
	APRIL 2016 Total:	29.00							
	SUNSET Total:	29.00							
SUNSET AUTO PARTS, INC.									
020815									
APRIL 2016	3/31/2016	38.28	0.00	04/08/2016				False	0
015-015-501000	Operating Materials & Supp			ACCT 6355 AUTO PARTS					
APRIL 2016	3/31/2016	3.69	0.00	04/08/2016				False	0
018-018-501000	Operating Materials & Supplies			ACCT 6355 AUTO PARTS					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
APRIL 2016	3/31/2016	5.99	0.00	04/08/2016				False	0
017-017-501000 Operating Materials & Sup.				ACCT 6355 AUTO PARTS					
APRIL 2016	3/31/2016	30.41	0.00	04/08/2016				False	0
017-417-501000 Operating materials and suppli				ACCT 6355 AUTO PARTS					
APRIL 2016 Total:		78.37							
SUNSET AUTO PARTS, I		78.37							
SUPERIOR TIRE SERVICES									
032774									
6412342	3/18/2016	649.20	0.00	04/08/2016				False	0
015-015-501000 Operating Materials & Supp				TIRES					
6412342 Total:		649.20							
6412502	3/18/2016	370.38	0.00	04/08/2016				False	0
015-015-501000 Operating Materials & Supp				TIRES					
6412502 Total:		370.38							
SUPERIOR TIRE SERVIC		1,019.58							
TYPETHINK, LLC									
034599									
6033	4/1/2016	300.00	0.00	04/08/2016				False	0
009-206-458100 PEG Access				3/1-4/1 MONTHLY WEBSITE HOSTING					
6033 Total:		300.00							
TYPETHINK, LLC Total:		300.00							
VERIZON WIRELESS									
000720									
9762472284	3/20/2016	130.35	0.00	04/08/2016				False	0
013-402-458000 Telecommunication expense				871458396-00001					
9762472284	3/20/2016	51.73	0.00	04/08/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
001-105-458000 Telephone expense				871458396-00001					
9762472284	3/20/2016	334.10	0.00	04/08/2016				False	0
013-403-458000 Telecommunication expense				871458396-00001					
9762472284	3/20/2016	173.16	0.00	04/08/2016				False	0
017-417-458000 Telephone expense				871458396-00001					
9762472284	3/20/2016	35.82	0.00	04/08/2016				False	0
018-019-458000 Telecommunication Expense				871458396-00001					
9762472284	3/20/2016	26.86	0.00	04/08/2016				False	0
018-020-458000 Telecommunication Expense				871458396-00001					
9762472284	3/20/2016	40.01	0.00	04/08/2016				False	0
017-017-458000 Telephone Expense				871458396-00001					
9762472284	3/20/2016	26.86	0.00	04/08/2016				False	0
018-022-458000 Telecommunication expense				871458396-00001					
9762472284 Total:		818.89							
VERIZON WIRELESS To		818.89							
WAYNE MARTIN FLOOR CVR., INC.									
019407									
1221	3/31/2016	725.00	0.00	04/08/2016				False	0
001-002-470000 Building Expense				BLACK RUBBER BASE INSTALLED / CORNER PROT					
1221 Total:		725.00							
WAYNE MARTIN FLOOR		725.00							
WILCOX & FLEGEL									
037003									
0011403-IN	2/11/2016	208.08	0.00	04/08/2016				False	0
018-022-501000 Materials and supplies				WWT 176.8 DIESEL					
0011403-IN Total:		208.08							
C002714-IN	3/16/2016	876.16	0.00	04/08/2016				False	0
001-002-531000 Gasoline Expense				POLICE GAS 450.					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			

C002714-IN Total:	876.16
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WILCOX & FLEGEL Tota	1,084.24
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Report Total:	74,500.74
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# PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

You must attach a map of street area to be closed.

I/we, the undersigned, request that the St. Helens City Council allow temporary closure of the following streets.

Street Closure #1			
Street Name	Upper Parking lot - The Strand		
Beginning Point	Corner of Plaza	Ending Point	Back of City lot - across to park fence
Start Date	June 2 <sup>nd</sup> THURSDAY ONLY	End Date	Sept 1 <sup>st</sup>
Time to Begin Closure	7:00am	Time to Reopen	11:00pm
Purpose of Closure	Event Space for vendors		
Street Closure #2			
Street Name			
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			
Street Closure #3			
Street Name			
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			

## Approval of emergency responders: (required)

* <u>J. M. Tapp</u> <u>3/29/16</u>	<u>T. Ross</u> <u>3/29/16</u>	<u>[Signature]</u> <u>4-16</u>
<b>Fire District</b> <u>270 Columbia Blvd.</u> <b>Date</b> <u>503-397-2990</u>	<b>Police Department</b> <u>150 S. 13<sup>th</sup> St.</u> <b>Date</b> <u>503-397-3333</u>	<b>Public Works</b> <u>984 Oregon St.</u> <b>Date</b> <u>503-397-3532</u>

## DECLARATION

I/we understand that any barricades or other devices to close off the street must be provided at my (our) expense or may be provided by the City at my/our expense for specific times and dates. I/we also understand that arrangements for placement of barricades/devices must be made with the Public Works Department (503.397.3532). I/we certify that I/we have notified all affected property owners, business owners and/or tenants in person or in writing of my/our intent to close the street/s listed above and that written consents of each are attached. It is my/our belief that there are no major conflicts with this closure.

<b>Petitioner Signature</b> <u>Christina Sullivan</u>	<b>Date Signed</b> <u>3.28.16</u>
<b>Print Name</b> <u>CHRISTINA SULLIVAN</u>	<b>Phone</b> <u>620.654.8205</u>
<b>Mailing Address</b> <u>PO Box 1532</u>	<b>City, State, Zip</b> <u>St. Helens, OR 97051</u>
<b>Petitioner Signature</b> _____	<b>Date Signed</b> _____
<b>Print Name</b> _____	<b>Phone</b> _____
<b>Mailing Address</b> _____	<b>City, State, Zip</b> _____

## FOR OFFICIAL USE ONLY

Date Rec'd 4/4/16 Rec'd by CF Date sent to CC 4/20 City Council ☐ Approved ☐ Denied Meeting date \_\_\_\_\_

Attested \_\_\_\_\_, City Administrator Date \_\_\_\_\_



## CITY STREET CLOSURE CONSENT FORM

*Applicant must take this form to each affected business for consent signatures.*

Applicant CHRISTINA SULLIVAN Phone 620-654-8205  
Name of Event 13 NIGHTS ON THE RIVER Date(s) of Event JUNE 2<sup>ND</sup> - SEPT 1<sup>ST</sup> Time(s) 9:00 am - 11pm  
Street(s) to be closed for event Upper Park Parking lot

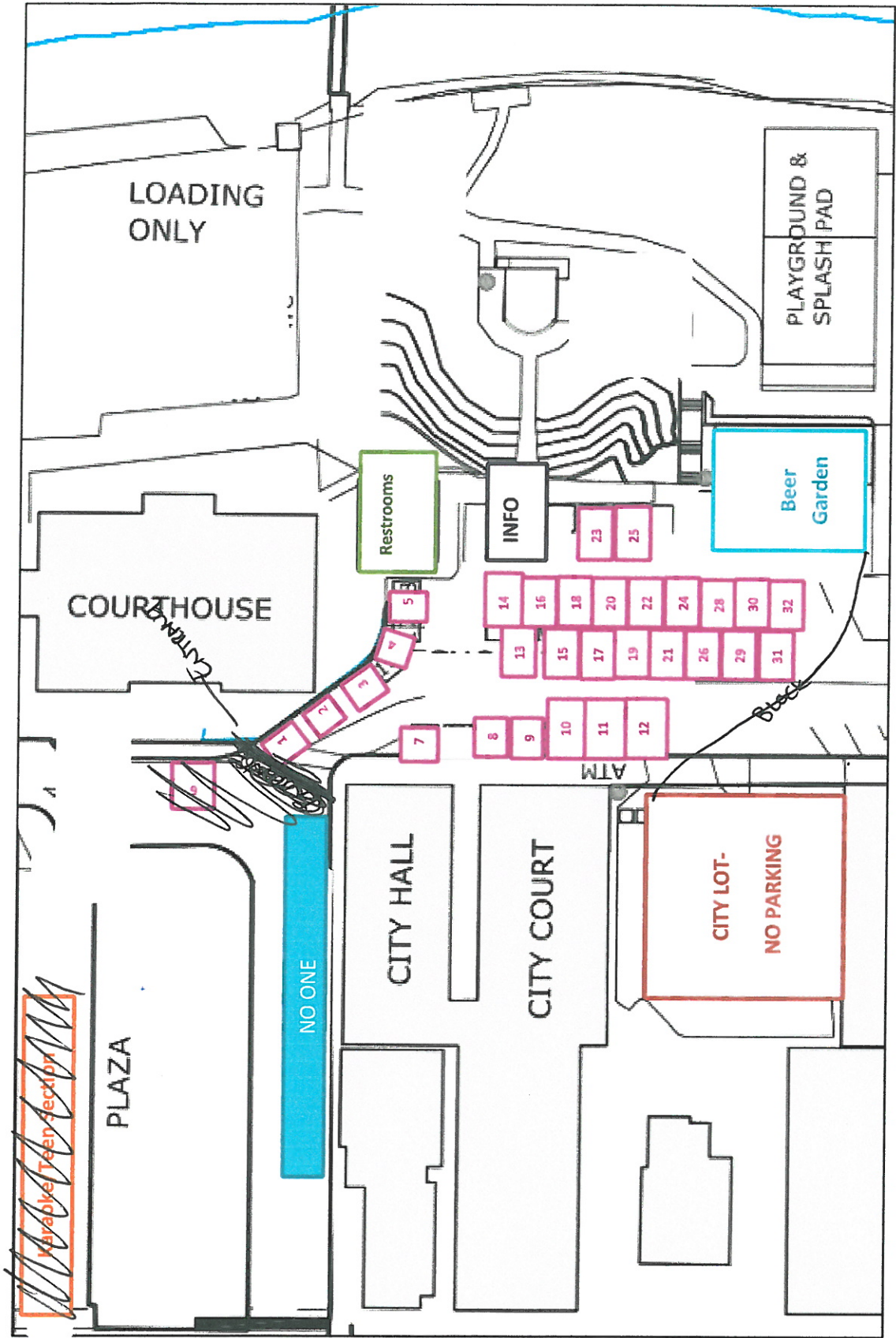
The following affected businesses/individuals have been contacted and informed of the event listed above and have marked whether they consent or not to the closure of the street(s) listed above on the date(s) listed above:

Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____	Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____	Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____	Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____	Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____

**Return this to City Hall with your  
Petition for Temporary Closure of City Street(s)**



Vendor Map



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

**OLCC LICENSES**

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

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**2016 RENEWALS**

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<b><u>Business Name</u></b>	<b><u>Applicant Name</u></b>	<b><u>Location</u></b>	<b><u>Purpose</u></b>
• Elks Lodge #1999 St. Helens	Elks Lodge #1999 St. Helens	350 Belton Road	Renewal
• Wild Currant	Currant LLC	201 S. 1 <sup>st</sup> Street	Renewal



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

**CITY COUNCIL MINUTES**

Presented for approval on this 6<sup>th</sup> day of April, 2016 are the following Council minutes:

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2016

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- Work Session and Regular Session Minutes dated April 6, 2016

**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 file name of Word document
- ☐ Copy Word document into Council minutes folder on Administration drive
- ☐ Post PDFs to website
- ☐ Email minutes to distribution list
- ☐ Add minutes to HP Trim
- ☐ File Original in Vault

# City of St. Helens

## CITY COUNCIL

### Work Session Minutes

April 6, 2016

**Members Present:** Randy Peterson, Mayor  
Doug Morten, Council President  
Keith Locke, Councilor  
Susan Conn, Councilor  
Ginny Carlson, Councilor

**Staff Present:** John Walsh, City Administrator  
Jon Ellis, Finance Director  
Kathy Payne, City Recorder  
Margaret Jeffries, Library Director  
Terry Moss, Police Chief  
Neal Sheppard, Public Works Operations Director  
Sue Nelson, Public Works Engineering Director

**Others:** Steve Watson Daniel Tabor

Mayor Randy Peterson called the meeting to order at 1 p.m.

### **Visitor Comments**

◆ Steve Watson. He was promoted as the Executive Director for Columbia 911 on January 1. He has been with the district for 25 years. They are implementing a new program allowing the ability to text to 911. The entire state of Oregon will be adding this capability. The driving force is the hearing impaired. There are 911 centers across the country that are being sued for failing to offer the option. Today, 70% of their 911 calls are placed from a cellular device. He offered everyone the opportunity to visit their new and improved website. They have entered into a contract with a vendor for outcall notification services. Those services will be available to the City to use as an alert to citizens. He apologized for not reporting to the City, other than when they are looking for levy support. He plans to come back on a regular basis to update the City on 911 services.

Councilor Carlson spoke from her position at Riverside Industries. She has clients who are unable to verbally communicate. Is there technology for them to report an emergency by calling 911? Steve responded that there partially is. If you call 911 on a landline phone, they can access the location through phone company records. The problem with cell phones is they don't always get the location device but do get the location of the tower. 911 encourages everyone to keep a corded landline phone to use during power outages and cell phone outages.

### **Request from St. Helens Community Foundation**

Council President Morten reported that Robert Salisbury had an emergency and was unable to be here. The meeting packet includes the request from St. Helens Community Foundation to waive the permit fees for 13 Nights on the River and donate the cost of the annual insurance for the St. Helens Community Foundation. City Recorder Payne explained that the Foundation is requesting all park use, special use and concession agreement fees be waived. The concessions have been approximately \$1,600 each year. However, they did not pay that fee

last year because they thought it was included in their waiver request. They also lost over \$6,100 during 4<sup>th</sup> of July last year. If this request is granted, Payne pointed out that we need to consider the same requests for other community events.

Event Coordinator Tina Curry believes between \$8,000 – 10,000 is spent annually on insurance for events she has organized. Discussion ensued on insurance costs and coverage.

It was the consensus of Council to invite Bob Salisbury to the April 20 meeting to discuss the requests.

### **Request from St. Helens Kiwanis**

**Motion:** Upon Carlson's motion and Conn's second, the Council unanimously waived the permit fees for the River Festival. This is for permit fees only and does not include concession agreement fees.

Councilor Locke believes he can get CERT to help with security .

### **Request to Consider Subordination of Kavanaugh LID for Holcomb**

Finance Director Ellis reviewed the request. A copy is included in the archive meeting packet. Holcomb Commercial Properties LLC would like to refinance the properties and is requesting we subordinate the lien. There were no concerns from Council. Tonight's agenda includes an agreement for the subordination.

### **Discussion on Economic Development Fund**

Finance Director Ellis reviewed his memo. A copy is included in the archive meeting packet. There were no concerns from the Council.

### **Review Legal Services Agreement with Jordan Ramis PC**

City Administrator Walsh reported that we have not had an increase in rates since 2007. The rate increases are as follows:

- Lawyer services are going from \$180 to \$200 .
- Paralegal services are going from \$150 to \$170.
- Project assistance is \$70/hour.
- Special law services. Increase lawyer services to \$230/hour and paralegal services to \$190/hour.

Finance Director Ellis will bring back a report to the next meeting detailing the financial breakdown of the City's use of attorneys.

### **Discuss Potential Funding for Parks Maintenance**

Councilor Carlson believes there needs to be a way to increase funding for our parks. We need to show citizens that we believe in family life, local recreation, healthy kids and healthy habits. Mayor Peterson asked Council President Morten to take this to the Parks Commission for discussion.

Finance Director Ellis said it will most likely be discussed at tomorrow night's Budget Committee meeting. A lot of cities use a utility user fee. It would be added to utility bills. Funds would be specifically dedicated for a particular use.

Councilor Carlson spoke of the PUD's GLOW fund to assist users needing financial assistance. She suggested adding a line for people to choose funds to donate to. They could use that line to donate to parks, code enforcement, etc. Councilor Locke agreed with having the option to

donate through utility bills.

### **Update on Clean-up of Homeless Camps in Community**

Public Works Operations Director Sheppard passed around pictures of what some of the homeless camps look like. Public Works cleaned up five camps recently. They picked up over 5,000 pounds of garbage.

Council President Morten asked what type of communication is had with homeless camp residents. Sheppard explained that these camps were all abandoned. Chief Moss added that police and code enforcement have spoken with the residents of some of these camps. They were informed that they can't camp there and need to move along. They were also directed to available resources. All of their stuff was left behind. Unfortunately, they are just moving to different camps.

Councilor Conn suggested we consider organizing one designated camping area with adequate garbage and sanitary facilities. Chief Moss likes the idea but reminded Council that 5,000 pounds of garbage was removed from those camps. Sheppard agreed that it would make it easier if they were in one centralized location but he does not think McCormick Park is the appropriate location. Chief Moss expressed his concerns about transient boaters and campers as the weather improves. He would like to begin discussing ways to handle those cases. Unfortunately, many of the issues are related to low finances and mental health issues. Involving Community Action Team and Columbia Community Mental Health in the discussions would be beneficial.

### **Review Proposed Update to Council Goals**

The Council reviewed the 2016 draft goals. There were no concerns from the Council. Tonight's agenda will include a resolution to adopt the goals.

### **Department Reports**

**Police Chief Moss** reported...

- The Police Officer recruitment closed last Friday. They will be interviewing 10 candidates on April 18.
- Crisis Intervention Team (CIT) training is occurring this week at the Columbia River Foursquare Church. Come by and check it out.
- Roger Stauffer has done some work at the Police Station over the last couple of weeks. He is a great guy and works really hard.

**Public Works Engineering Director Nelson** reported...

- Thanked Councilor Carlson for bringing up the parks funding issue. It was a challenge going through the budget. There are so many needs in the parks but we do not have funding to cover it all.

**Public Works Operations Director Sheppard** reported...

- Nothing to report.

**Library Director Jeffries** reported...

- Seconded Moss's comments about Roger. He has been really helpful at the Library. She looks forward to working with him.
- The quality of the Library coverage in the Gazette was fantastic. She appreciates when Crystal attends Library events to take photos.
- Recently, Scott has helped with code enforcement issues around the Library. He is a great asset. We really have a lot of good people on staff and she appreciates all of their support.

**Finance Director Ellis** reported...

- Nothing to report.

**City Recorder Payne** reported...

- Reviewed the updates to tonight's agenda.

**City Administrator Walsh** reported...

- A few months ago, Councilor Locke brought up the idea of the City acquiring the additional tracks of land on Sand Island. DSL has a process for that. There is a \$750 application fee. Council directed Walsh to proceed with the application.
- The Waterfront planning continues. An open house is scheduled for April 27, 5:30 – 8 p.m.
- Our parks are the front door to the community. Great communities have great parks. Putting the priority on parks is a valuable investment.
- We have an Urban Renewal proposal from ECONorthwest. He would like to begin moving forward on that. There were no objections from Council.

**Council Reports**

**Mayor Peterson** reported...

- Nothing to report.

**Councilor Conn** reported...

- She has been attending CIT training this week. She encouraged everyone to come out and watch. It's an intensive 40-hour course, culminating in scenarios using the tools they learned. The presenters have been great.
- She thanked the Girl Scout Troop for allowing her and Mayor Peterson to talk to them last night. She invited them to participate in the Youth Council as they get older. They are also interested in participating in the Trash Can Painting contest on 4<sup>th</sup> of July.

**Council President Morten** reported...

- Asked if the Youth Council would be interested in participating in a KOHI radio broadcast? Councilor Carlson responded that they would be interested. Council President Morten will attend the April 18 Youth Council meeting and invite them.
- He would also like Public Works Engineering Director Nelson to participate in a radio broadcast. She can give an update on Public Works.
- Thanks for bringing up the parks issue. We have an extensive parks inventory. Parks, police and library are all suffering.
- Recently, there was cleanup done in McCormick Park by volunteers. Unfortunately, it went beyond the allowable land use regulations. He believes the volunteers are aware and know the process for next time.

**Councilor Carlson** reported...

- Thanked Sheppard for his part in helping Councilor Locke take a group over to Sand Island to do cleanup. They really enjoyed it and look forward to going back.

**Councilor Locke** reported...

- He has received some complaints about people hanging around Cornerstone. There are a couple of gentlemen that sit on the sidewalk and smoke all day, every day. CCMH does not allow smoking on their property, so they use our sidewalk. They have plenty of property that they could designate a smoking area. Council President Walsh suggested we talk to the CCMH Director. Chief Moss understands the problem. He will talk to CCMH.
- Jeffries spoke to him about some of the things her employees are having to deal with now,

such as needles and other disgusting stuff. He suggested discussing if there's a need for employee training and adequate disposal facilities.

- He would like to see additional community education about the status of our budget. Citizens need to know that we are down to two people in the Parks Department and eight in the Police Department. If we start asking for volunteers, people may start realizing that we are in a budget crisis.

### **Executive Session**

#### **ORS 192.660(2)(h) Potential Litigation**

**Motion:** At 2:27 p.m., upon Locke's motion and Carlson's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(h) Potential Litigation.

**Motion:** At 2:41 p.m., upon completion of the executive session, Morten moved to go back into work session, seconded by Conn, and unanimously approved.

### **Other Business**

No other business.

There being no further business, the meeting was adjourned at 2:42 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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

\_\_\_\_\_  
Randy Peterson, Mayor

# City of St. Helens

## CITY COUNCIL

### Regular Session Minutes

April 6, 2016

**Members Present:** Randy Peterson, Mayor  
Doug Morten, Council President  
Keith Locke, Councilor  
Susan Conn, Councilor  
Ginny Carlson, Councilor

**Staff Present:** John Walsh, City Administrator  
Jon Ellis, Finance Director  
Kathy Payne, City Recorder  
Margaret Jeffries, Library Director  
Terry Moss, Police Chief  
Neal Sheppard, Public Works Operations Director  
Sue Nelson, Public Works Engineering Director  
Anya Moucha, Mainstreet Program Coordinator

**Others:** Steve Topaz      Ricky Diess      Brittani Dovel  
Hillary Dovel      Blair Beaston      Lindsay Smith  
David Grigsby      Haylee Griffin      Lizzy Fournier  
Emily Robillard      Alexis Law

**7:00PM – Call Regular Session to Order – Mayor Peterson**

**Pledge of Allegiance – Mayor Peterson**

### **Invitation to Citizens for Public Comment**

◆ Steve Topaz. *He distributed a handout to the Council members listing observations he made at the waterfront meeting.*

- There were no teenagers or young people involved.
- No one from the Board of Education was involved.
- The presenters treated the people in the room as second graders.
- Some of the rules they were supposed to follow, they didn't.
- Instructions were given to the design team from the citizens committee but he has heard that was not what was presented.
- The design team did not know what plans the City has for the adjacent areas; including Sand Island, the paper mill, etc.
- They were surprisingly short of information.
- The design team was unaware of state and federal regulations.
- The properties that the City purchased were not accurately described for the public.
- The consultants talked about townhouses and did not specify who they were for.
- People in the community are very afraid that what happened with the hospital property will happen here.
- The maritime consultant referred to his other clients but he did not identify them.
- The agreements Council has made with the design team, ODOT and traffic engineering have not been made public.
- The waterfront property is a fixed piece of property but it affects a lot of other things.



- The adjacent homes are underutilized. They will increase great in value.
- The design consultants know what will happen in the area and they didn't mention how it will affect the design.
- What connecting projects will happen?
- If a casino is put in across the river in Washington, we need to consider putting in a ferry boat.
- He recommends:
  - All contracts and agreements made with consultants in relation to the waterfront be made public.
  - The consultants make public their understanding of what they are to provide to the City.
  - Property owners south of Cowlitz Street and east of 4<sup>th</sup> Street should resign from the design committee because they will benefit from development.
  - Council members who reside in that same area should remove themselves from decisions having to do with instructions to the design committee and the use of the property.
  - Any gratuities the Council or design committee has received from the design company should be made public.
  - Any gratuities received from property managers, contractors, and developers concerning this project should be made public. We need to remember that money from this design project is federally funded.

♦Lindsay Smith. For her senior project, she would like to work on the planters downtown that are falling apart. She is seeking approval from the Council and will work with SHEDCO on the project.

Council agreed that was a great idea. Lindsay with follow-up with Public Works Operations Director Sheppard.

**Proclamation: National Public Safety Telecommunicators Work – April 10-16**

*National Public Safety Telecommunicators Week*

*April 10 – 16, 2016*

**WHEREAS**, emergencies can occur at any time that require police, fire or emergency medical services; and

**WHEREAS**, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS**, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Columbia 9-1-1 Communications District; and

**WHEREAS**, public safety telecommunicators are the first, and most critical, contact our citizens have with emergency services; and

**WHEREAS**, public safety telecommunicators are the single vital link for our police officers, firefighters and emergency medical personnel by monitoring their activities by radio, providing them information, and insuring their safety; and

**WHEREAS**, public safety telecommunicators of the Columbia 9-1-1 Communications

District have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

**NOW, THEREFORE**, I, Randy Peterson, Mayor of the City of St. Helens, do proclaim the week of April 10-16, 2016, as National Public Safety Telecommunicators Week in St. Helens, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

### **Ordinances – Final Readings**

- A. **Ordinance No. 3205:** An Ordinance Amending St. Helens Municipal Code Chapter 8.24 Regarding Rules and Regulations within the Off-Leash Area of McCormick Park

Mayor Peterson read Ordinance No. 3205 by title for the final time. **Motion:** Upon Morten's motion and Locke's second, the Council unanimously adopted Ordinance No. 3205. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

### **Resolutions**

- A. **Resolution No. 1736:** A Resolution of the Common Council of the City of St. Helens Establishing Council Goals for 2016

Mayor Peterson read Resolution No. 1736 by title. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Resolution No. 1736. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

### **Authorize City Administrator to Execute Subordination Agreement for Holcomb Commercial Properties LLC (Kavanaugh LID)**

**Motion:** Upon Conn's motion and Carlson's second, the Council unanimously authorize the City Administrator to execute a Subordination Agreement for Holcomb Commercial Properties LLC Kavanaugh LID.

### **Approve and/or Authorize for Signature**

- A. Legal Services Agreement Amendment with Jordan Ramis PC for Legal Services  
B. Contract Payments

**Motion:** Upon Conn's motion and Morten's second, the Council unanimously approved 'A' through 'B' above.

### **Consent Agenda for Acceptance**

- A. Library Board Minutes dated February 9, 2016  
B. Accounts Payable Bill List

**Motion:** Upon Locke's motion and Carlson's second, the Council unanimously accepted 'A' through 'B' above.

### **Consent Agenda for Approval**

- A. Council Public Forum and Regular Session Minutes dated March 16, 2016  
B. Declare Surplus Property – All Departments  
C. OLCC Licenses  
D. Accounts Payable Bill List  
E. Exclusive Use Permit: SH Little League, 6<sup>th</sup> & 7<sup>th</sup> Street Fields & McCormick Park Soccer Field, April 1 to June 18, 2016

**Motion:** Upon Conn's motion and Morten's second, the Council unanimously approved 'A' through 'E' above.

### **Council Reports**

**Mayor Peterson** reported...

- Reminded Council that the deadline to electronically file their SEI form is April 15.

**Councilor Conn** reported...

- Nothing to report.

**Council President Morten** reported...

- Nothing to report.

**Councilor Carlson** reported...

- Nothing to report.

**Councilor Locke** reported...

- Informed the high school students in attendance what the City is being charged for legal services. He encouraged them to remember that as they prepare for college.

### **Department Reports**

**Police Chief Moss** reported...

- He expressed his admiration for the work done at our dispatch center. The proclamation was very well said.
- After the work session this afternoon, he met with the director at Cornerstone. They seemed genuinely surprised that anyone would act out against the public walking by. They had some clients living there who have moved on. They were not suitable for residency there. One of them may have been involved in that behavior but they are gone now. They are going to discuss the issue at their staff meeting tomorrow.

**Public Works Engineering Director Nelson** reported...

- Nothing to report.

**Public Works Operations Director Sheppard** reported...

- Thank you to Carlson's crew and Locke for their work at Sand Island.
- A citizen volunteer group recently cleaned up Salmonberry.
- Nob Hill Nature Park clean-up was last weekend.

**Library Director Jeffries** reported...

- Next week is National Library Week. One of the things going on is a birthday celebration for Beverly Cleary as she turns 100.

**Finance Director Ellis** reported...

- He offered advice to the high school students in attendance. It's good to know where you're going and what you want to do, but more importantly it's the journey that takes you there.
- There is a Budget Committee meeting at 6 p.m. tomorrow evening.

**City Recorder Payne** reported...

- April 19 is the City/County Quarterly Dinner in Clatskanie.

**City Administrator Walsh** reported...

- The Waterfront Open House is April 27 at Meriwether Place. Doors open at 5:30 p.m., a presentation will be held at 6 p.m. and will conclude at 8 p.m.

**Adjourn** - There being no further business, the meeting adjourned at 7:20 p.m.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Randy Peterson, Mayor

DRAFT

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 03/31/2016 - 9:33AM  
 Batch: 00016.03.2016 - 04/01 FY 15-16 OVER 10K



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
H.D. FOWLER CO.									
012650									
I4150595	3/7/2016	15,442.44	0.00	04/01/2016				False	0
010-302-653202 Water meter replacement				3/4 WATER METERS 78					
I4150595 Total:		15,442.44							
H.D. FOWLER CO. Total:		15,442.44							
Report Total:		15,442.44							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 04/07/2016 - 1:26PM  
 Batch: 00001.04.2016 - 04/08 FY 15-16 OVER 10K



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
LANDIS & LANDIS LLC									
018008									
SH7-1	3/18/2016	146,822.00	0.00	04/08/2016				False	0
010-303-653306	Lift station				PUMP STATION #7 UPGRADE S-636				
	SH7-1 Total:	146,822.00							
	LANDIS & LANDIS LLC	146,822.00							
MASON, BRUCE, & GIRARD, INC.									
019413									
20509	3/10/2016	16,125.06	0.00	04/08/2016				False	0
017-517-546000	Forestry preservation				PROJECT 0100308 REF MLR/100 MILTON CREEK FOR				
	20509 Total:	16,125.06							
	MASON, BRUCE, & GIR	16,125.06							
	Report Total:	162,947.06							