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## City of St. Helens COUNCIL AGENDA

**Wednesday, March 16, 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. **6:00PM – PUBLIC FORUM: Discussion on Columbia View Park Upgrades**
2. **7:00PM - CALL REGULAR SESSION TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **PROCLAMATION – World Down Syndrome Day – March 21, 2016**
5. **INVITATION TO CITIZENS FOR PUBLIC COMMENT – *Limited to five (5) minutes per speaker.***
6. **ORDINANCES – First Reading**
  - 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
7. **AWARD BID FOR REPLACEMENT OF TELEPHONE COMMUNICATIONS SYSTEM TO INFLOW COMMUNICATIONS AND AUTHORIZE CITY ADMINISTRATOR TO SIGN CONTRACT**
8. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
  - A. Personal Services Agreement with Clayton Lance for Pro Tem Prosecutorial Services
  - B. Personal Services Agreement with Nicholas Wood for Pro Tem Judicial Services
  - C. Letter of Agreement with Aha Consulting, Inc. for New Website Design and Development
9. **APPOINTMENTS TO CITY BOARDS & COMMISSIONS**
10. **CONSENT AGENDA FOR ACCEPTANCE**
  - A. Planning Commission Minutes dated February 9, 2016
  - B. Arts & Cultural Commission Minutes dated September 22, 2015 and January 26, 2016
  - C. Accounts Payable Bill List
  - D. Bicycle & Pedestrian Commission Minutes dated November 23, 2015
11. **CONSENT AGENDA FOR APPROVAL**
  - A. OLCC Licenses
  - B. Council Work Session, Special Session and Regular Session Minutes dated February 17 and March 2, 2016
  - C. Accounts Payable Bill List
12. **MAYOR PETERSON REPORTS**
13. **COUNCIL MEMBER REPORTS**
14. **DEPARTMENT REPORTS**
15. **ADJOURN**

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Navigate using Bookmarks or by clicking on an agenda item.

16' above surface pillars

20' deep x 30' wide swept cement pad

Angled sail material



## City of St. Helens

### PROCLAMATION

# *World Down Syndrome Day* *March 21, 2016*

**WHEREAS**, there are an estimated 6 million people with Down syndrome in the world today; and

**WHEREAS**, people with Down syndrome deserve fundamental human and civil rights and yet, in many countries, people with Down syndrome are still not afforded those rights; and

**WHEREAS**, despite dramatic increases in lifespan and intellectual ability in the U.S., there is still much work to be done regarding the rights to equality, inclusion, education, medical care, research and support for people with Down syndrome in the U.S. and abroad; and

**WHEREAS**, starting with Singapore in 2006, the date March 21 has come to represent 3 copies of chromosome 21 (hence 3-21) and has developed into a movement to celebrate and value people with Down syndrome around the world; and

**WHEREAS**, groups, such as the Northwest Down Syndrome Association, support, educate and connect individuals with Down syndrome, their families and the communities in which we live and promote research to enrich the lives of individuals with Down syndrome; and

**WHEREAS**, the City of St. Helens, Oregon joins the United Nations and more than 190 other countries in celebrating and valuing the lives and equality of people with Down syndrome.

**NOW, THEREFORE**, I, Doug Morten, Council President of the City of St. Helens, do hereby proclaim March 21, 2016, as "WORLD DOWN SYNDROME DAY" in St. Helens, Oregon, and commend its observance to all citizens.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of St. Helens to be affixed at St. Helens City Hall on this 16th day of March, 2016.

COUNCIL PRESIDENT:

*Place  
Gold  
Seal &  
Stamp  
Here*

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Doug Morten, Council President

ATTEST:

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Kathy Payne, City Recorder

**City of St. Helens**  
**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**

**WHEREAS**, in 2011, the City of St. Helens designated an area of McCormick Park as an off-leash area for the purposes of allowing dogs and their owners to play and exercise; and

**WHEREAS**, the City Council, City Parks Commission and staff have received feedback from the public on the use of the off-leash area with a common complaint being the prohibited use of dog toys; and

**WHEREAS**, staff has observed on numerous occasions the use of dog toys and has not seen any problems with it and has not taken any complaints regarding it, either.

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

**Section 1. Recitations.** The above recitations are true and correct and are incorporated herein by this reference.

**Section 2. Amendment.** Section 8.24.190 "Rules and regulations" is hereby amended as follows:

(7) Additional rules applicable within the off-leash area of McCormick Park as designated by Council Resolution No. 1564 are as follows:

(k) ~~No dog toys allowed.~~

Read the first time: March 16, 2016

Read the second time: April 6, 2016

**APPROVED AND ADOPTED** by the City Council this 6<sup>th</sup> day of April, 2016, by the following vote:

Ayes:

Nays:

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

ATTEST:

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





## Memorandum

To: The Mayor and Members of the City Council

From: Jon Ellis, Finance Director *JE*

Subject: Award Telephone Communications System

Date: March 16, 2016

### Request:

Request City Council to award the replacement of the telephone communications system to Inflow Communications and authorize the City Administrator to enter into contract.

### History:

The City's current telephone system is over 25 years old and slowly failing. Staff is unable to find a vendor to fully support and address the continuing decline of system functions.

In 2014 the City issued an RFP for a new VOIP (Voice over Internet Protocol) phone system that resulted in a broad range of responses which proved difficult to quantify. In September 2015, staff again initiated an RFP process which more narrowly focused and defined the City's needs. The City received 5 responses from the RFP and one proposal outside the announcement. Subsequently the City invited Cerium and Inflow Communications to demonstrate the proposed communications systems and Staff overwhelmingly preferred the Inflow Communications proposal.

Table 1 provides the cost comparisons between companies and illustrates that Inflow is the lowest priced:

	RFP Process					Outside
	Frontier	Jive Communications Inc	NW Communication Systems	Touch Point	Cerium Express	Inflow
Cost duration terms						
Equipment	38,404.61	13,965.15	42,938.77	2,750.00	34,194.54	30,510.50
Software Assurance (2-5 yrs)	2,874.32					
Hardware / maintenance (2-5yrs)	9,414.16					
	50,693.09	13,965.15	42,938.77	2,750.00	34,194.54	30,510.50
Network Switches Pricing	6,330.00	-	-	-	-	-
Replacement Warranty (5 Yrs)	1,506.14	-	-	-	-	-
Subtotal Costs	58,529.23	13,965.15	42,938.77	2,750.00	34,194.54	30,510.50
Monthly service support (60 months)	-	56,398.20	47,105.40	151,770.00	10,270.75	10,664.10
Integra voice mail (60 Months)	56,300.00	-	-	-	-	-
Total Bid Comparable Costs	114,829.23	70,363.35	90,044.17	154,520.00	44,465.29	41,174.60

### **History:**

Staff has worked with Centerlogic and Inflow Communications to develop the following project scope, costs and timeline:

Description		Budget Hours	Scheduled		Costs	Notes
			Start	Finish		
<b>Project Management (Centerlogic) / Timeline</b>						
Shoretel Phone Cutover			3/28/2016	6/30/2016		
Planning   Network Evaluation	Phase 1		3/28/2016	4/1/2016		
Phone/PRI services Bids & Decision	Phase 1.1	2			210.00	
Plan & Procure Hardware Upgrades	Phase 1.2	1			105.00	
Network Prep for Phones	Phase 2		4/4/2016	5/2/2016		
Service Provider Lines install & TEST	Phase 2.1	6			630.00	Service Provider Determines Timeline 2weeks - 3months
Replace Switches	Phase 2.2	3			315.00	
Create VLANs if needed	Phase 2.3	2			210.00	
Make Firewall & Networking adjustments	Phase 2.4	2			210.00	
Stand up Shoretel Servers   Testing	Phase 3		5/9/2016	5/13/2016		
Install Shoretel servers with Vendor	Phase 3.1	2			210.00	
Configure, Test, Troubleshoot	Phase 3.2	6			630.00	
Implementation & Services Go Live	Phase 4		5/16/2016	5/27/2016		
Deploy Phones and Test	Phase 4.1	8			520.00	
New Services Cut Over, TEST, Go Live	Phase 4.2	8			840.00	
Project Clean up   Ensure Full Functionality - TEST & Troubleshooting	Phase 5	8	5/30/2016	6/30/2016	520.00	
Total Project Administration					4,400.00	
<b>Hardware pre-project required</b>						
POE Switches	Phase 1.2				2,636.37	
<b><u>Inflow Communications Contract</u></b>						
	Original				30,510.50	
	Police Added to project				6,512.43	
	1 year support services				2,949.48	
Inflow Communications Contract					39,972.41	
Project Contingency					2,991.22	
Total Project Costs					50,000.00	

### **Recommendation:**

Staff request City Council Award to award the replacement of the telephone communications system to Inflow Communications and authorize the City Administrator to enter into contract.

## MATERIALS AND SERVICES CONTRACT

**BETWEEN:** City of St. Helens, a municipal corporation of the State of Oregon (“City”)

**AND:** Inflow Communications (“Contractor”)

**DATED:** March 16, 2016

### RECITALS

**A.** The City is in need of replacing the current Telephone Communications system, and Contractor is qualified and prepared to provide materials and services to fill that need.

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

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

**1. Engagement.** The City hereby engages Contractor to furnish the materials (“Materials”) and services (“Services”) specified in Attachment A, Scope of Work, attached hereto and incorporated herein by reference, and Contractor accepts such engagement. The principal contact on behalf of Contractor shall be Mike Dolloff, phone 971-266-4384.

**2. Scope of Work.** The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A. Any changes to this Contract shall be in writing, signed by both parties, and shall be attached to and become a part of this Contract. The scope of work may include supplying “goods,” as defined in ORS 72.1050. References to “Work” herein refer to the provisions of both Materials (and goods) and Services.

**3. Contract Documents.**

**3.1** The term “Contract Document” means this form, the Scope of Work, and Attachment C providing additional specifications, quotation, extensions, amendments, exhibits and documents incorporated.

**3.2** This Contract shall constitute the entire agreement between the parties concerning the Materials and Services. References to “this Contract” or “the Contract” include all Contract Documents.

**3.3** Each party shall notify the other party of inconsistencies in the Contract Documents. If inconsistencies occur, the document or provision that will result in a better quality of Services shall have priority. Amendments have priority over all other Contract Documents, including amendments of an earlier date. Specifications have priority over this form. This form and specifications have priority over the quotation. The City may issue a written interpretation to resolve any inconsistencies in the Contract Documents, which shall be binding on Contractor so long as such interpretation is not unreasonable.

**3.4** If any term or provision of a Contract Document is held by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions will not

be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract Document did not contain the particular term or provision held to be invalid.

**3.5** Notwithstanding Subsection 3.1, Contract Documents include any amendments or addenda issued by the City with the Request for Quotations that are attached to this form as attachments. After this Contract is signed, the Contract Documents may be changed only by written amendments signed by authorized representatives of both parties.

#### **4. Contract Term.**

**4.1** The initial term of this Contract begins on March 17, 2016, and ends on December 31, 2016 ("Contract Term"). The parties may agree to extend the Contract Term for an additional six (6) month period. Such extension shall begin on the day following the end of the initial term. Extensions must be set forth in writing and signed by authorized representatives of both parties. The party requesting the extension must deliver a request for extension at least sixty (60) days before the Contract Term is scheduled to end.

**4.2** A schedule of performance may be included in the specifications.

**4.3** Notwithstanding Subsection 4.1, this Contract may be terminated before the end of the Contract Term, as provided in the Contract Documents.

**5. Approvals.** If the Contract Documents require approval of any thing, act, or document, the request for approval and the response must be given by persons with proper authority under the Contract Documents in the same manner as notices under Section 6. Approval will not be withheld unreasonably.

#### **6. Notices.**

**6.1** Notices required by this Contract must be given in writing by personal delivery or by United States mail, first-class postage-prepaid, unless some other means or method of notice is required by law.

**6.2** All notices to the City must be directed to the City Administrator. The City's address for notices is:

City of St. Helens  
Attn: City Administrator  
PO Box 278  
St. Helens OR 97051  
(503) 397-6272

**6.3** Contractor's address for notices is:

Inflow Communications  
Attn: Jodi Simmons, Project Manager  
PO Box 4120 #54242  
Portland, OR 97208  
(503) 886-8993  
[jsimmons@inflowcommunications.com](mailto:jsimmons@inflowcommunications.com)

**6.4** Each party shall notify the other of any change of address for notices.

## **7. Contractor's Responsibility for the Work.**

**7.1** Time is of the essence on this Contract. Contractor shall perform the Work promptly and efficiently and in accordance with the provisions set forth in Attachment A. Contractor shall provide all labor, materials, tools, equipment and incidentals that are necessary for proper performance of the Work, including items that may be inferred from the specifications or from prevailing custom or trade usage as being necessary to produce the intended results.

**7.2** Unless the specifications require certain means or methods, Contractor shall be responsible for the means and methods used for the Services.

**7.3** Materials provided by Contractor must be of good quality and will be subject to the warranties provided by ORS 72.3120, ORS 72.3130, ORS 72.3140 and ORS 72.3150.

**7.4** Contractor shall provide and properly supervise qualified workers. Workers must have any licenses and certificates required by applicable laws.

**7.5** Contractor shall not assign any interest in this Contract or enter into subcontracts for the Services without the prior written approval of the City.

## **8. Use of Premises.**

**8.1** Provisions of this Contract that refer to "the Premises" will apply to the Work only if it is performed at the Premises, defined as real property, including buildings or other improvements that are owned or occupied by the City.

**8.2** Contractor shall confine the Work performed at the Premises to areas and times stated in Attachment A, and Contractor shall avoid any unnecessary interference with the use of the Premises.

**8.3** Contractor shall take reasonable precautions to prevent injury to persons and damage to property that may result from Contractor's use of the Premises. Contractor shall remedy any damage to the Premises and other property of the City resulting from the Work.

**9. Hazardous Chemicals.** Contractor shall implement and bear the cost of precautions required for protection from "hazardous chemicals," as defined in ORS 654.750 or OAR Chapter 437, that may be encountered at the Premises or used for the Work. The City and Contractor shall exchange material safety data sheets, label information, and instructions for precautionary measures for hazardous chemicals kept at the Premises by the City or used for the Work by Contractor. The City may prohibit use of particular hazardous chemicals.

**10. Liability of City's Officers, Employees and Agents.** Officers, employees and agents of the City shall not have any direct, personal liability to Contractor.

**11. No Agency.** Contractor is engaged by the City as an independent contractor in accordance with ORS 670.600. Contractor, subcontractors, and their principals, employees and agents are not agents of the City as that term is used in ORS 30.265.



## **12. Indemnification.**

**12.1** Except as provided in Subsection 12.2, or as otherwise provided by applicable law, Contractor shall defend and indemnify the City and the City's officers, elected officials, volunteers, employees and agents from all third-party claims arising from the Work, including third-party claims arising from injury to any person or damage to property, breach of this Contract by Contractor, or violation of applicable law by Contractor.

**12.2** Contractor shall not be responsible for third-party claims resulting solely from the negligence or other wrongful acts or omissions of the City or the City's officers, elected officials, volunteers, employees or agents.

## **13. Liability Insurance.**

**13.1** At all times while Contractor is performing Work at the Premises, Contractor shall, at Contractor's expense, maintain in force insurance policies as set forth in Attachment B, which is attached hereto and incorporated herein by reference.

**13.2** Prior to starting Work at the Premises, Contractor shall provide certificates of insurance for coverage required by this section, which will be subject to review and approval by the City Attorney. Each certificate must obligate the insurer to give written notice to the City thirty (30) days prior to termination or restriction of coverage. The City may reject a certificate which states that the insurer will merely "endeavor to mail" written notice.

**14. Governing Laws.** This Contract shall be interpreted and construed in accordance with the laws of the State of Oregon.

## **15. Compliance with Law.**

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

**15.2** Contractor shall comply with applicable laws, including ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235, which are incorporated herein.

**15.3** Pursuant to ORS 279B.020, no person shall be employed for the Work for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or when the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Work shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b) and for time worked in excess of ten (10) hours a day or in excess of forty (40) hours a week, whichever is greater.

**15.4** If Contractor is a nonresident bidder, as defined in ORS 279A.120(1)(a), and the compensation, as set forth in Attachment C attached hereto and hereby incorporated by reference, exceeds Ten Thousand Dollars (\$10,000), Contractor shall comply with ORS 279A.120(3).

**15.5** Pursuant to ORS 279A.120(2)(a), Contractor shall use products that have been manufactured in Oregon, provided that price, fitness, availability and quality are otherwise equal.

**15.6** Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of the City in connection with this Contract in violation of ORS Chapter 244.

**15.7** Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017. Contractor shall provide workers’ compensation coverage for “subject workers,” as defined in ORS 656.005(28), employed to perform the Work. Before performing any Work, Contractor shall provide a certificate of insurance for workers’ compensation coverage or other proof of coverage, or certify that no subject workers will perform Work.

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

**16. Nondiscrimination.**

**16.1** Contractor shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions or disability.

**16.2** Contractor shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 through ORS 30.685, ORS 659A.425, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training, educational or otherwise, conducted by Contractor.

**17. Compensation.** The terms of compensation shall be as provided in Attachment C. The compensation stated in Attachment C constitutes the total compensation payable to Contractor for the Work.

**18. Payment.**

**18.1** Unless otherwise provided in Attachment C, Contractor shall be paid on a time and materials basis.

**18.2** Contractor shall make and keep reasonable records of Work performed pursuant to this Contract and, unless provided otherwise in Attachment C, shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from the date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute. Payment to Contractor shall be complete once the City pays compensation as provided in Section 17.

**18.3** The City may suspend or withhold payments if Contractor fails to comply with the requirements of this Contract.

**18.4** The City's obligation to make payments is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565. The City certifies that funds for this Contract are included in the City's budget for the current fiscal year, which ends on June 30 next following the date that this Contract is signed. If funds are not appropriated for this Contract for any subsequent fiscal year during the Contract Term, the City shall notify Contractor and this Contract shall be terminated on June 30 of the last fiscal year for which funds are appropriated.

**18.5** Any provision of this Contract that is held by a court to create an obligation that violates the debt limitation of Article XI, Section 9 of the Oregon Constitution shall be void.

**19. Waiver.** Compliance with the provisions of this Contract may be waived only by a written waiver signed by the party waiving its rights. Waiver of compliance with one provision shall not be deemed to waive compliance with any other provision.

**20. Default.**

**20.1** A party will be in default under this Contract if that party fails to comply with any provision of this Contract within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

**20.2** Notwithstanding Subsection 20.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

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

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

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

**22. Termination for Convenience.** The City may terminate this Contract if the City determines in good faith that termination is in the best interest of the public. The City shall endeavor to give Contractor written notice thirty (30) days prior to the date of termination under this section, but failure to give notice will not invalidate the decision to terminate. Termination under this section will not affect the rights of the parties existing at the time of termination. If Contractor is not in default, Contractor shall be paid for Work in progress at the time of termination, and Contractor shall be reimbursed for reasonable costs resulting directly from termination. Contractor shall not be entitled to recover lost profits or overhead for Work that is precluded by termination under this section.

**23. Action Upon Termination.** Upon receiving notice of termination, Contractor shall cease performance of the Work and terminate subcontracts.

**CITY:**

**CONTRACTOR:**

**CITY OF ST. HELENS**

**INFLOW COMMUNICATIONS**

Council Meeting Date: \_\_\_\_\_

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

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

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

City Attorney

## **ATTACHMENT A**

### **Scope of Work**

See attached Statement of Work (SOW).



## STATEMENT OF WORK (SOW)

<b>Customer:</b> City of St. Helens  Hereafter referred to as "Customer" Jon Ellis  Tel: 503-366-8227 Email: jellis@ci.st-helens.or.us	<b>Provider:</b> Jodi Simmons Project Manager P.O box 4120 #54242 Portland, OR. 97208 Tel: (503) 886-8993 <a href="mailto:jsimmons@inflowcommunications.com">jsimmons@inflowcommunications.com</a>
<b>Customer PO#:</b>	<b>Date:</b> 3/7/2016
<b>Inflow PA#:</b> 2397	<b>Account Manager:</b> Michael Dolloff

### Requirements Overview

This document defines the Scope of Work Inflow Communications, Inc. (INFLOW) will provide to Customer. The purpose of this engagement is to provide Customer with engineering resources to install a ShoreTel VoIP System, equipment and/or software, into St. Helens, OR.

### Project Scope

- Inflow Communications, Inc. will provide all initial design, configuration, and programming of the ShoreTel VOIP system
- Inflow Communications, Inc. will conduct call-flow meeting(s) with the appropriate Customer staff.
- Inflow Communications, Inc. will be onsite to install the ShoreTel VoIP System defined by signed Quote or Purchase Agreement
- Inflow Communications, Inc. will provide project management for the duration of the project.
- Inflow Communications, Inc. will coordinate times and dates with Customer project manager to meet project goals.
- Customer to provide a separate voice VLAN for every physical building
- Customer to provide POE switches and server with Windows 2012 R2
- Customer to assist Inflow Communications, Inc. for phone deployment at each site
- Inflow Communications, Inc. will be onsite to train all available end-users on the phone and Communicator client.
- Inflow Communications, Inc. will be onsite to train the Customer designated administrator(s) on the ShoreWare Director management tool
- Inflow Communications will provide next-day onsite cut-coverage services for Customer

### Key Service Deliverables

- Inflow will provide resources for all critical dates to ensure successful ShoreTel implementation.



## STATEMENT OF WORK (SOW)

- Inflow will provide any configuration and/or instruction white papers available for the success of the ShoreTel system implantation.
- Inflow will provide ongoing support for each critical cutover date, if applicable, to ensure full functionality for inbound & outbound dialing.

### 1. Assumptions & Dependencies

Customer and Inflow Communications, Inc. agree upon the following requirements and assumptions regarding information and resources conditional to performing the work described above.

This scope of work is of a high level basis identifying basic requirements for the success of the project. A more detailed scope of work may be created as a sub scope for each location as the project rolls out if deemed necessary. All General Assumptions herein shall be assumed in any sub scopes that may be created.

#### 1.1 General Assumptions

- 1.1.1 Customer shall adhere to ShoreTel's minimum requirement document in concern to deploying a VOIP installation. See Attach-VOIP Requirements
- 1.1.2 At any time during the project, changes in the scope, assumptions, deliverables, or work plan shall follow Inflow's standard change control procedures as outlined in Change Control section of the SOW (See Attached). Customer must approve all change requests in order for Inflow and or Sub Contractor to proceed with performing the work required by the requested change(s).
- 1.1.3 The participation and commitment of the Customer project team during the project will be important to its success. This participation and involvement shall include assigned tasks to team members' specific area of expertise as outlined in the Project Plan and/or Minutes from the Kick-Off meeting.
- 1.1.4 Customer shall identify and make available a project contact at each location that will take location ownership of location-related customer tasks.
- 1.1.5 Customer shall be responsible for designated personnel that are fully aware of their site and/or department capabilities regarding phone functionality
- 1.1.6 Inflow and/or Sub Contractors, if applicable, may require after-hours access and weekend access to the project locations as determined by schedules and implementation plans. This includes Customer suite along with any MPOE or Telco closet of which will be the responsibility of the Customer to arrange access.
- 1.1.7 Customer is responsible for all wiring and power to handset locations.
- 1.1.8 Customer is responsible for all wiring from Telco main point of Entry to phone / server closet.
- 1.1.9 Unless otherwise stated in this Scope of Work, Customer is responsible for all Local Area Network (LAN), Wide Area Network (WAN), Firewall, and router deployment, design, configuration, and troubleshooting. Additional troubleshooting caused by network issues is outside this Scope and will be a separate billable event.

## STATEMENT OF WORK (SOW)

- 1.1.10 Customer understands that placing real-time VOIP or video transmissions across the public Internet or cellular data can result in call quality issues. Customer further understands that this is completely outside the control of Inflow. Additional time spent troubleshooting quality issues because VOIP and video packets are traversing the public Internet or cellular data will result in a separate billable event.
- 1.1.11 If Customer is providing servers, it is the Customer's responsibility to purchase the adequate Operating System and licenses and set up the server to meet ShoreTel's minimum specifications. Additional troubleshooting caused by server issues is outside this Scope and could be a separate billable event.
- 1.1.12 Inflow requires that Customer provide adequate UPS equipment for ShoreTel equipment
- 1.1.13 Vendor shall appoint main contact to interface with Customer to provide Administration training to Customer designated personnel.
- 1.1.14 Inflow shall designate personnel for Administration training and ensure they are available for training per agreed upon Date and Time.
- 1.1.15 Inflow shall appoint main contact to interface with Customer to provide Telephone and Software training.
- 1.1.16 Customer shall work with Inflow to provide training facilities, Date/s, Time/s and students for administrative and telephone training.
- 1.1.17 Unless otherwise stated, this Scope includes a 1 to 1.5-hour training class for all users, up to four (4) hours for administration training (multiple students can attend), and next-business day cut-coverage services. General user training is conducted onsite with 10 students per class. Additional training required beyond this Scope will be billed at Inflow's Time and Material rates, including setup and travel time.
- 1.1.18 Inflow will demonstrate one (1) Software installation for Customer's designated user
- 1.1.19 Customer will be responsible for all other Software installations for their end users.
- 1.1.20 Additional troubleshooting due to Customer-provided computer, tablet, smart device, or headsets could be a billable event.
- 1.1.21 Inflow shall provide hardware per sales quote sheet for the project based on the real locations and handset counts given by the Customer. Any increase in the hardware will be considered to be an additional cost for purchase, installation and configuration
- 1.1.22 Inflow will program the ShoreTel system based on customer-supplied call-flow and user information during the design process. Additional programming and changes during or after the initial installation could be a billable event.
- 1.1.23 Unless otherwise stated, this Scope does not include any custom software development or customer application configuration and troubleshooting.
- 1.1.24 It is not Inflow's responsibility to retrieve old voice messages off of the voicemail system being

## STATEMENT OF WORK (SOW)

replaced. It is the Customer's responsibility to notify users that the old voice messages will become permanently unavailable.

- 1.1.25 Unless otherwise specified, this Statement of Work does not include services to troubleshoot or configure customer-owned existing fax servers. Time spent performing these services will result in a billable event.

### 2. Information Assumptions per Location

- 2.1.1 Customer shall provide the persistent availability of a TCP/IP main network that all locations will have connectivity to for IP phones, ShoreTel equipment and/or computers using the Personal Communicator software.
- 2.1.2 Customer shall provide any pertinent information in regards to their Network, firewall, Router, diagrams, user information and/or interviews with key staff to ensure timely delivery of product of the ShoreTel system.
- 2.1.3 Customer shall provide floor plans for each location. Plans will include jack location, and identification, user/station name, and user/station extension.
- 2.1.4 Customer shall populate the Excel Customer information and send to Vendor Project Manager as soon as they can.
- 2.1.5 Customer is responsible for verifying delivery of Telco service(s), if any, and confirmation of turn-up date(s) prior to schedule of installation by Inflow
- 2.1.6 Customer shall provide telephone trunk information regarding locations, departments, workgroups and hunt groups, if required, pertaining to respective departments or locations.
- 2.1.7 Customer shall identify any analog dial tone to be allocated to location ShoreTel equipment either as a backup to T1 or to be used on an everyday basis. ShoreTel equipment will have been spec'd out per the initial assumption of analog lines and/or devices required.
- 2.1.8 Inflow is only responsible for cross-connecting analog lines and extensions into the ShoreTel system at the ShoreTel equipment location. Excessive time spent troubleshooting; configuration, tracing cable, or cabling is outside this Scope and will result in additional billable hours.
- 2.1.9 This Scope includes up to two (2) hours per site in coordinating, troubleshooting, and turning up carrier services. Excessive configuration, troubleshooting, or delays caused by carrier issues (PRI, SIP trunks, WAN, etc.) is outside this Scope and will result in additional billable hours.
- 2.1.10 Customer shall identify call flow for each location.
- 2.1.11 Customer shall identify any call groups or workgroups to be configured or created.
- 2.1.12 Customer will be responsible for any overhead paging system connectivity for any location if one already exists or is planned to exist in the future.
- 2.1.13 Customer shall identify any ancillary device such as door access or security entrance mechanism. This includes their operation and interaction with any other device/s. Inflow is not responsible for old or outdated mechanisms that are unable to work with the ShoreTel system.

## STATEMENT OF WORK (SOW)

2.1.14 Customer is responsible for onsite technical support of any existing phone equipment if integration with the ShoreTel system is required. Inflow is responsible for ShoreTel configuration of integration only.

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### Project Scope Initiation of Work

Once INFLOW has received a signed Statement of Work, INFLOW will identify the staffing for this project within two weeks.

### Staff and Credentials

The INFLOW staff consists of consultants with a broad range of practical engineering backgrounds and expertise. The assigned consultants may draw upon this extensive pool of engineering talent to meet the diverse technical requirements of today's complex internetworking and server environments. Thus, INFLOW consultants may use other INFLOW consulting talents if it is deemed necessary to assist with specific tasks. INFLOW is uniquely qualified to undertake this project because of INFLOW's extensive experience designing, implementing, and optimizing complex networks in the distributed, multi-protocol computing environment.

### Deliverable(s) Due Date(s) and Instructions (resources needed for us to perform)

Deliverables are specified above. The Due dates to be set based upon customer engagement start date and work completion date. Special instructions do not apply.

### Consulting Charges

Consulting charges are based on the project as defined in this Statement of Work and will be solidified between Customer and INFLOW during the project engagement.

Any items that fall outside the scope of this project should be reviewed during a project status meeting and agreed to with a written Change Order signed by INFLOW and Customer prior to starting the additional work. Any additional work will be billed at the hourly rate of \$160 per standard business hour (8a.m. – 5 p.m. M – F), time and a half for after hours(Anytime outside of standard hours); weekend scheduling is only available on a case by case basis as engineer scheduling allows and will be billed at actual costs incurred.



STATEMENT OF WORK (SOW)

PROJECT	TOTAL ESTIMATED HOURS	TOTAL ESTIMATED COST
ShoreTel Installation	Included	See quote
ShoreTel Project Management	Included	See quote
ShoreTel End User Training	Included	See quote
Inflow Professional Services	Included	See quote
TOTAL PROJECT	FIXED BID	SEE QUOTE
Travel & Expenses (T&E): N/A		

Accepted and Agreed to by:

Inflow Communications (Director of Operations)

City of St. Helens

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

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

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

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

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

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

## STATEMENT OF WORK (SOW)

### Additional Project-Specific Items

The following items add to or clarify this Statement of Work (SOW)

The proposed system accommodates the following resources:

#### Site Name: Court/City Hall

# of PRI: 1	# of SIP extensions: 0
# of Analog Lines: 0	# of Analog extensions: 0
# of IP Phones: 37	# of SIP Trunks : 0

#### Site Name: Library

# of PRI: 0	# of SIP extensions: 0
# of Analog Lines: 4	# of Analog extensions: 0
# of IP Phones: 7	# of SIP Trunks : 0

#### Site Name: Public Works

# of PRI: 0	# of SIP extensions: 0
# of Analog Lines: 0	# of Analog extensions: 0
# of IP Phones: 4	# of SIP Trunks : 0

#### Site Name: Water Filtration

# of PRI: 0	# of SIP extensions: 0
# of Analog Lines: 0	# of Analog extensions: 0
# of IP Phones: 2	# of SIP Trunks : 0

#### Site Name: Police

# of PRI: 0	# of SIP extensions: 0
# of Analog Lines: 4	# of Analog extensions: 0
# of IP Phones: 13	# of SIP Trunks : 20

## STATEMENT OF WORK (SOW)

PROJECT SPECIFIC NEEDS	YES	NO
ShoreTel SBE Bundle? <i>Note: ShoreTel SBE Bundle can accommodate a maximum of 5 sites and 100 users</i>	X	
Customer is providing the server(s)	X	
Customer is providing the POE Switches	X	
Number of wall-mount brackets required: 0		
Number of POE adaptors required? 0		

OTHER PROJECT-SPECIFIC ITEMS TO ADD TO THIS SOW
Customer to provide a separate voice VLAN for every physical building
Customer to provide POE switches and server with Windows 2012 R2
Customer to assist Inflow Communications, Inc. for phone deployment at each site
Customer to configure and manager the VPN tunnels between sites

### ShoreTel Environmental Requirements

#### Ventilation

Adequate ventilation must be provided to allow air circulation through the ShoreGear equipment. Leave at least two inches of open space near all vent holes

#### Gas and Airborne Particles

To avoid corrosion or oxidation of electrical contacts, the environment should be free from airborne particles and corrosive gas.

#### Lighting Protection and Grounding

The system must be properly grounded to protect from lightning damage and/or power line cross. The following condition must be met to ensure proper grounding:

A permanent earthing protector is to be installed between the system and the wiring system ground. Connect a ground wire to the screw on the back of the unit that is to the right of the product label.



## STATEMENT OF WORK (SOW)

Connect the other end of this ground wire to the wiring system ground. Use a #16 AWG wire or larger for connectivity to the permanent earthing protector.

Power supply cord: Use the provided 3-conductor power cord to connect power to the ShoreGear equipment. The power supply cord must be plugged into a grounded circuit.

A UPS is always recommended.

SPECIFICATIONS	
Input Voltage	100-240 VAC, 50-60Hz
Power Consumption	2 A max.
Humidity	0 to 90% relative humidity (noncondensing)
Operating Temperature	0 to 50 degrees Celsius

### ShoreTel VOIP Minimum Requirements

#### ShoreTel VOIP Network (Infrastructure) Requirements

An IP call transcends the entire network infrastructure between two endpoints; these performance requirements apply to that complete path, endpoint to endpoint. In a Shoreline system the endpoints are typically two ShoreGear switches or an IP phone and a ShoreGear switch.

#### Bandwidth

Bandwidth requirements are dictated by the concurrent number of calls on a given network segment.

#### Latency

Latency is the amount of time it takes for one person's voice to be sampled, packetized, sent over the IP network, de-packetized, and replayed to another person. This one-way delay, from "mouth to ear," must not exceed 100 msecs for toll quality voice.

#### Jitter for Voice Switches

Jitter is the variation of latency across the network and the variation in packet processing inside the switches.

## STATEMENT OF WORK (SOW)

### Packet Loss

Lost packets can occur on the IP network for any number of reasons. Packet loss above 1% begins to adversely affect voice quality.

This table summarizes the network requirements for bandwidth, latency, jitter, and packet loss.

PARAMETER	REQUIREMENT
Bandwidth	With ADPCM and no RTP Header Compression: 52 Kbps per call With G.729a and no RTP Header Compression: 26 Kbps per call With G.711 and no RTP Header Compression: 82 Kbps per call NOTE: If your network uses VPN, bandwidth use is affected.
Latency and jitter for toll Quality	< 100 msec total 100 msec less 42 msec allocated for the Shoreline system yields a 58 msec budget for the network. When G.729a encoding is used, 100 msec less 62 msec allocations for the Shoreline system yields a 38 msec budget for the network.
Latency and jitter for acceptable Quality	< 150 msec total 150 msec less 42 msec allocated for the Shoreline4 system yields a 108 msec budget for the network. When G.729a encoding is used, 150 msec less 62 msec allocated for the Shoreline4 system yields an 88 msec budget for the network.
Packet loss	< 1% for voice calls, and no packet loss for fax and modem calls



## STATEMENT OF WORK (SOW)

### Customer Change Order or Additional Work Request

SECTION 1		
Date ____/____/____	Inflow Rep: <a href="#">Click here to enter text.</a>	Word Order Number: <a href="#">Click here to enter text.</a>

SECTION 2		
Customer Name:		Requester:
Address 1:		Telephone:
Address 2:		Customer PO#:
City:		Software Level:
State:	Zip:	Due Date:

SECTION 3					
Requested Work: <a href="#">Click here to enter text.</a>					
Reason for Change: <a href="#">Click here to enter text.</a>					
Qty.	Part Number	New/Ref	Material	Unit Cost	Extended Cost
Payment Terms: Upon Receipt of Invoice				Quoted Material	\$
Warranty:				Quoted Labor	\$
Attachments: Revised Timeline				Reconfiguration	\$
Work Authorized by: <a href="#">Signature must be on list of authorized personal that can make or request changes</a>				<b>TOTAL</b>	<b>\$</b>
				Less Discount	\$ ( )
				<b>GRAND TOTAL</b> <a href="#">Excludes Tax, if Applicable</a>	<b>\$</b>
Authorize on (date):					

## STATEMENT OF WORK (SOW)

The terms and conditions which govern this Customer Change Order are set forth in the original contract for the installation of this system, with the exception of payment terms and warranty which are described above. These provisions take precedence over all other purchase orders or contracts. Quoted prices are valid for 30 days.

## 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
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
<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
<b>Professional Liability</b>	Per occurrence  Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	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.

**ATTACHMENT C**  
**Terms of Compensation**

See attached Purchase Agreement.

## PURCHASE AGREEMENT



Account Name City of St. Helens  
Quote Name City of St. Helens - ShoreTel System 11.12.15

Company Address PO Box 4120 #54242  
Portland, OR 97208  
US

Quote Number 00002397

Prepared By Mike Dolloff

Bill To Name City of St. Helens

Ship To Name City of St. Helens

Quantity	Description	Sales Price	Subtotal
1.00	Connect Small Business Edition 100 HW bundle, digital trunking without server. Includes ST100DA and rack-mount tray. Requires Connect SBE SW bundle (SKUs 60193-60196, or 60203). One HW bundle per SBE 100 system only.	\$2,495.00	\$2,495.00
2.00	Voice Switch ST50A, 1U half-width. Max Capacities: 50 IP Phones, 4 Analog Exts, 8 SIP Trunk, 4 LS Trks. Made in USA. Requires ShoreTel Connect; not supported with ShoreTel 14 or older. Use Dual Switch Tray (SKU 10223) for rack mounting.	\$2,000.00	\$4,000.00
3.00	Installation Kit for Shoretel Switches	\$175.00	\$525.00
2.00	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	\$95.00	\$190.00
1.00	Connect Small Business Edition 100 SW bundle, 50 users. Includes 50 Essentials, 1 Courtesy license bundles, 1 Operator license, 24 SIP Trunk licenses, 4 Additional Site license. Requires HW bundle (SKU 60183-60186). One SW bundle per SBE 100 system only.	\$5,500.00	\$5,500.00
2.00	SIP Device License (License to allow a SIP device to register with system. SIP devices also require SKU 30035 or 30039 to operate) - for US installations only	\$30.00	\$60.00
18.00	Connect ONSITE Essentials license bundle. Includes Ext+Mbx, Connect desktop client with IM, collaboration, softphone and video. Also includes Web and App dialer.	\$199.00	\$3,582.00
1.00	IP Phone IP 655 with anti-glare screen - (Requires ShoreTel 11.1 or later)	\$749.00	\$749.00
67.00	IP Phone IP480g - Requires ShoreTel 14 or later	\$369.00	\$24,723.00
1.00	1 Year Gold Support , No Phones - Includes 24x7x365 Unlimited Email and Telephone Support, Advanced Hardware Replacement of Shoretel Switches (No Phones), Unlimited Software Upgrades, and Access to ShoreTel's Knowledge Base	\$2,949.48	\$2,949.48
1.00	Professional Services: Turn-key installation, testing, training and cut-coverage per SOW	\$9,600.00	\$9,600.00
1.00	*****This quote uses KCDA Purchasing Cooperative bid Telephone Communications Contract # 15-230*****	(\$14,638.40)	(\$14,638.40)

Shipping and Handling \$237.33

Grand Total \$39,972.41

## Acknowledge and Accept

This quote and the products and/or services are accepted subject to the terms and conditions set forth. Acceptance constitutes an agreement to pay within terms, including but not limited to service charges of 1.5% per month on all past due amounts, plus collection costs and reasonable attorney fees.

Acknowledged and Accepted:

Date

## PURCHASE AGREEMENT



Account Name City of St. Helens

Quote Name City of St. Helens - ShoreTel System 11.12.15

Inflow Initials:

Sales Representative \_\_\_\_\_

## Terms

### STANDARD TERMS & CONDITIONS

These Terms & Condition shall apply to the sale of the equipment (the "Equipment"), the sublicense of associated software (the "Software")(together the "System"), and the provision of the installation, training and support Services (the "Services") by Inflow Communications, Inc. ("Inflow") to Customer under the Purchase Agreement to which these Terms and Conditions are attached (the "Purchase Agreement"). The Purchase Agreement together with these Terms and Conditions and any addenda executed in connection therewith shall be collectively referred to as the "Agreement".

1. **Purchase Price and Payment.** The purchase price for the System and the initial Services shall be paid as set forth in this Purchase Agreement. There shall be added to the purchase price amounts equal to any taxes, however designated, levied or based on such price or on the Agreement, the System or the Services, including state and local sales, use or equivalent or amounts in lieu thereof paid or payable by Inflow in respect to the foregoing, unless Customer provides Inflow with an appropriate exemption certificate. Unless otherwise stated in the Purchase Agreement, Customer shall reimburse Inflow for all travel, appropriate meals, and lodging expenses incurred by Inflow in connection with providing installation services. Inflow shall include a detailed description of any such expenses on a separate invoice. Platinum Support Services will be billed monthly or annually in advance with payment due within fifteen (15) days of invoice. Services provided on a time and material basis will be billed monthly and unless otherwise specified in writing payment will be due on receipt.

2. **Title, Transportation and Risk of Loss.** Title to the Equipment passes upon delivery to Customer's premises (the "Premises") set forth on the Agreement, and thereafter all risk of loss or damages are the responsibility of Customer, provided however, that deliveries by common carrier are FOB shipping point, title passes to Customer upon delivery to the carrier, and thereafter all risk of loss or damage is the responsibility of Customer. The Customer shall pay all shipping, handling and insurance for the Equipment to the delivery location. Any claims for shortages, overcharges, or otherwise must be made in writing within 72 hours of delivery. Buyer's failure to make any such claims shall be deemed a waiver of such claims. If this order is cancelled by the Customer for any reason other than default by Inflow, Inflow shall be entitled to retain all monies paid by Customer and recover the remainder of the purchase price and all other monies due under the Agreement. No credit will be issued for goods returned without Inflow's prior permission, or without invoice number and date. Any goods accepted for return are subject to a restocking charge.

3. **Installation, Acceptance, Programming and Training.** Inflow shall install the System at the Premises in accordance with the manufacturer's specifications and according to the installation plan and schedule agreed upon by Customer and Inflow in the Project Implementation Meeting. In connection with the installation, Inflow will provide resources for all critical implementation dates, documentation outlining the final configuration of the Equipment, network configuration diagrams, and ongoing support for each critical cutover date. Inflow shall provide its standard Customer training of Customer's employees in the operation of the Equipment. When the installation has been completed, Inflow will test the System according to the manufacturer's diagnostic and readiness test specifications in preparation for cutover. When the System is cutover and has operated in accordance with manufacturer's specifications for a period of fourteen (14) calendar days, it will be deemed accepted by Customer unless Customer has provided Inflow with written notice within that time period setting forth deficiencies in operation. If Customer has provided such notice, Inflow will correct the listed deficiencies at which time Customer shall promptly certify in writing its acceptance of the System. Upon acceptance any further Inflow obligations are as provided in Section 7 (Warranty) below.

4. **Right to Act as Agent and Site Preparation.** Customer agrees to provide an "agency letter" authorizing Inflow to act as agent for Customer in ordering necessary services from the telephone utility company and any long distance carriers, equal access carriers and specialized carriers, whenever applicable. Inflow agrees to furnish all necessary cable, wire, hardware and labor for the installation of the Equipment and as may be necessary to create a functioning system. Inflow shall have no duty, responsibility or obligation to make any structural alterations or adjustments to the premises to install the Equipment. Inflow is not responsible for restoring Customer's premises to its original condition upon removal or relocation of any or all of the Equipment.

5. **Customer Responsibilities.**

a. Customer shall appoint a primary contact person to communicate with Inflow on project management. Customer shall provide: (i) floor plans, access, and consents necessary to install or service the System; (ii) necessary space for the System and accessible wiring locations that are safe and nonhazardous, and free of asbestos and other hazardous materials and hazardous substances per applicable federal, state and local laws, rules and regulations; (iii) dedicated electric source, circuits, power and isolated ground; (iv) wiring to telephone sets, computers and other similar end points, and all cabling; (v) suitable operating environment (including isolated ground, air conditioning, uninterrupted power supply, humidity, heat and security) per manufacturer's specifications which specifications will be provided to Customer by Inflow upon request; and (vi) all conduit, raceway or lowsmoke cable and create all holes and wireways through concrete, plaster, metal floors, walls or ceilings which may be required for the installation of the Equipment. In the event of breach of the foregoing, in addition to all other remedies, Inflow may immediately suspend work until Customer has promptly corrected such condition(s) at Customer's expense. In the event Customer cannot or does not correct such condition, it will be Inflow's option as to whether to recommence performance or terminate the Agreement. Any termination by Inflow because of its opinion that an unsafe environmental condition exists will not be deemed a breach of the Agreement and no liability for such decision will attach. Inflow will remove all litter generated during the work and will ensure that the installation area is restored to as good a condition as it was prior to installation, provided however that Customer will be responsible for removing old equipment, phones and cabling and any packaging materials. Customer shall provide Inflow with reasonable access to the premises during Inflow's working hours and shall furnish elevator service when necessary as well as heat, light, sanitary facilities, electrical



## PURCHASE AGREEMENT



Account Name City of St. Helens

Quote Name City of St. Helens - ShoreTel System 11.12.15

power and protection of the Equipment from theft during installation. Customer shall be responsible for loading all PC software and scheduling Inflow training for administrators and users.

b. In connection with installation, Customer shall provide the necessary resources to enable the installation and shall also: (i) ensure active participation by Customer's primary contact person during the installation; (ii) formally accept (sign-off) on all key deliverables and installation services, or provide written documentation of errors or defects or testing required that prevent acceptance within timeframes set forth herein; (iii) manage Customer project staffing and milestones; and (iv) identify training attendees and ensure their availability. The parties acknowledge that failure to comply with any of the requirements and conditions in this Section 5 may delay installation. The parties agree to communicate and keep each other informed throughout the installation. To the extent there are delays, the party experiencing the delay will notify the other party as soon as reasonably practicable and representatives of each party will meet to discuss the reason for the delay and applicable consequences. In the event that Customer delays installation, Customer nevertheless shall be obligated to make timely payments for all services provided to date and otherwise according to the applicable payment schedule.

6. **Equipment/Software Warranty.** During the warranty period set forth by the applicable System manufacturer commencing on the Installation Date, Inflow warrants that the Equipment and Software will be free from defects in material and workmanship and substantially conform to the applicable specifications for such Equipment and Software published by the manufacturer at the time of sale. The warranty period for the Equipment and Software may be different. The exclusions provided in Section 15 below shall apply. Inflow's sole obligation in case of any breach of this representation or warranty shall be to repair or replace, at Inflow's option, any defective item of Equipment. This warranty only covers the cost of the Equipment and Customer shall be required to pay Inflow at its normal time and material rates for the labor required. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE INCLUDING BUT NOT LIMITED TO PREVENTION, DETECTION OR DETERRENCE OF TOLL FRAUD, COMPUTER VIRUSES OR OTHER UNAUTHORIZED OR IMPROPER USE OF THE SYSTEM.

7. **Services Warranty.** Inflow warrants that (i) all Services will be carried out in a professional and workmanlike manner by qualified personnel, and (ii) the results of the installation by Inflow will substantially confirm to the specifications contained in the documentation for the Equipment. Inflow will make available a list of supported hardware platforms, operating systems, database versions, and other third party software products for both the server software and client software and this warranty will only apply to the configurations set forth on the list. This warranty is contingent upon Customer's adherence to these supported configurations and following the proper installation and support practices and procedures in which the System was intended. If any of the Services fail to comply with the warranty standards set forth above, Inflow's sole obligation shall be to (i) reperform the Service or (ii) refund to Customer the applicable fees. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, INFLOW MAKES NO OTHER WARRANTIES WITH REGARD TO THE SERVICES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND INFLOW SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8. **Inflow Gold and Platinum Support Services.** ShoreTel Telephone System Customers may purchase an Inflow Gold Support Plan or Inflow Platinum Support Plan as described below.

a. **Inflow Gold Support Services.** Inflow Gold Support Service Plans consist of the following:

i. **Telephone Support and E-Mail Support.** Telephone Support and E-mail support during On-Hours (M-F 8:00 a.m. – 5:00 p.m. Pacific Time, excluding Holidays). Emergency after hours and holiday support is offered. All remote access Moves, Adds, and Changes (MACs) are beyond the scope of Inflow Gold Support, but are available and may be purchased.

ii. **Hardware Support.** Hardware support includes the support described above as well as overnight replacement of ShoreGear Switches. Phone coverage is optional under both Gold and Platinum plans. Ground shipping is standard for replacement of defective phones that are currently under support. For International Deployments, unless otherwise agreed to in writing and signed by Inflow and the Customer shall be delivered via reasonable efforts utilizing the most expedient shipping method available at the time the part replacement is requested by Customer. Network switches, routers and servers are not covered under Inflow Gold Support.

iii. **On-Site Services** On-site support services are provided on a last resort basis for product troubleshooting, repair, and/or replacement issues. Standard service calls (adds/moves/changes) are beyond the scope of Inflow Gold Support but are available and may be purchased. Travel outside the one-hour radius of Portland, Oregon, San Jose, California and Seattle, Washington for onsite visits will be billed to the Customer.

iv. **Software Updates and New Releases.** Customer will receive new software releases and applicable software maintenance updates during the term of the Inflow Gold Support Plan upon request. Installation of such software releases and updates are included. These updates will be accomplished by Inflow remotely. If onsite service is required, Inflow's hourly rates apply. Software support does not entitle the Customer to new software designed to add additional applications or to provide functions not included in the software originally licensed. Such new software may be licensed separately from Inflow and/or the manufacturer.

v. **Hardware Updates.** In the event Inflow or the manufacturer deems it necessary to issue critical Engineering Change Orders, ("ECO's"), Inflow Customers will receive a replacement switch with those ECO's installed during the term of the agreement. The installation of replacement switches is included as part of Inflow Gold Support. It is the responsibility of the Customer to accommodate Inflow's schedule for onsite replacement.

vi. **Failure to Accept Updates.** If Customer elects not to install two successive updates of either hardware or software, Customer will be subject to an update charge or may incur additional charges for support due to the additional costs associated with supporting older versions of the product.

vii. **Access.** Inflow reserves the right to remotely access Customer's system to a) review the final installation for quality assurance purposes, b) provide remote installation support, c) to provide event log and other monitoring and proactive response services, and/or d) for system auditing and license compliance reviews. Customer may elect to provide this access to the Communication System server as well as any remote control software on the server as specified by Inflow; provided, however, that if Customer does not elect to provide remote access, Inflow shall charge Customer fees for on-site access in accordance with Inflow's then-current price list.

b. **Inflow Platinum Support Services.** Customer may elect to receive Inflow Platinum Support Services in addition to the services offered with the Inflow Gold Support Services. Inflow Platinum Support Services include unlimited remote moves, adds, changes and integration, carrier management services, and unlimited remote user training. Inflow may make other services available to Customer from time to time. All Inflow Platinum Support Services are provided and accepted subject to the Agreement and these Terms and Conditions.



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c. Time and Material. Services not covered under the Support Plan selected by Customer may be provided by Inflow on a time and material basis at its then published hourly rates pursuant to the terms of an executed statement of work. Such Services would include troubleshooting and configuring non-VOIP phone system equipment including network switches, routers, and servers, configuring Customer's routers, firewalls, and internet connection to facilitate remote access for Inflow personnel.

d. Customer Responsibilities.

i. Help Desk. Customer shall establish a Help Desk within its organization to be the support interface with Inflow's Customer Response Center ("CRC"). Customer shall designate specific individuals within its Help Desk as Authorized Contacts. Customer shall promptly notify Inflow Contract Administration via fax, mail, or email in the event of any changes of Authorized Contacts. Inflow will provide Authorized Contacts with initial product training before they will be allowed to contact the Inflow CRC for system assistance and updated training thereafter.

ii. Authorized Contacts. Authorized Contacts may contact the CRC by logging on to the Inflow web site, sending an e-mail, or by telephone. Each specified Authorized Contact shall be provided with a unique user account for the Inflow web site and/or manufacturer support web site. Employees who bypass the Help Desk will be referred back to the Customer's Help Desk by Inflow's CRC staff.

iii. On Site Contacts. In situations in which the Customer has multiple locations, Customer shall provide at least one individual per location to work with Inflow personnel to resolve cases if initial efforts to resolve the incident with the Customer's Help Desk are unsuccessful. These contacts can be system administrators and/or trainers that have received training per the initial installation.

iv. Maintenance of Systems. Customer shall maintain the Switch room cable plant, server, including software updates, client PC's, LAN/WAN equipment, telephone sets, and all other third party products or applications. In the event that product issues assigned to Inflow are ultimately defined as third party issues, Customer may be charged an appropriate hourly rate from Inflow's then current price list for Inflow's efforts.

e. Term and Renewal. Unless otherwise specified by Inflow, Support Plans may be renewed on a 1 year, 3 year or 5 year term through the execution of a new Purchase Agreement, the form of which will be delivered by Inflow at least two weeks prior to the expiration date of the current Support Plan.

f. Financial Terms. Unless otherwise specified by Inflow, all support renewal invoices are due 100% upon receipt. A separate invoice will be generated after the Agreement is executed. Applicable taxes will be added to the final invoice.

g. Loaned/Rented Equipment. Customer agrees that any equipment utilized by Inflow in the delivery of any Services that is not expressly purchased by Customer shall remain the property of Inflow and must be immediately returned if requested.

9. Limitation of Liability. Inflow's liability for System malfunction or Service malfeasance shall be limited to performing one of the remedies under the Warranty sections, if applicable. Inflow and Customer hereby agree that if such limitation is declared invalid by a court of competent jurisdiction, then Inflow's liability shall be limited solely to a U. S. dollar amount equal to the purchase price of the System or the charges for the Service in question. THESE REMEDIES SHALL BE EXCLUSIVE AND SHALL BE THE CUSTOMER'S SOLE REMEDIES AGAINST INFLOW. IN NO EVENT SHALL INFLOW BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR SIMILAR DAMAGES, SUCH AS (BUT NOT LIMITED TO) "DOWNTIME", LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, COST OF SUBSTITUTE EQUIPMENT, OR LOST DATA RESULTING FROM SUCH PARTY'S BREACH OF ANY OF THE PROVISIONS OF THE AGREEMENT, A PRODUCT MALFUNCTION, SERVICE MALFEASANCE OR FROM UNAUTHORIZED OR IMPROPER USE OF THE SYSTEM INCLUDING BUT NOT LIMITED TO TOLL FRAUD OR COMPUTER VIRUSES, EXCLUDING, HOWEVER, ANY OF THE FOREGOING RESULTING SOLELY AND DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF INFLOW.

10. Software License. Certain manufacturers require the issuance of their own software license, which may be separately issued to Customer and incorporated herein (the "Manufacturer License"). If no Manufacturer License is issued to Customer, then to the extent authorized by the manufacturers of the System, Inflow grants Customer a non-exclusive license for the useful life of the System to use the software (including related documentation) solely to maintain and operate the System, provided Customer: (i) does not allow any aspect of the software to be disclosed to a third party without Inflow's written consent and makes reasonable efforts to ensure that its employees are aware of this obligation; (ii) uses the System solely for Customer's internal business purposes; (iii) does not copy any part of the software without Inflow's consent and does not attempt to develop any source code from the software; and (iv) returns to Inflow or erases or destroys any software on any media being recycled or discarded and so certifies to Inflow. Inflow hereby grants a sublicense to Customer (i) to use the affiliated software, but only in conjunction with related Equipment, (ii) to make one (1) copy of the software for archival/backup purposes, (iii) to transfer the affiliated software rights to a third party who acquires title to the Customer's Equipment, provided such transferee assents in writing to the conditions and limitations of the sublicense and pays any applicable transfer fee. Inflow, on behalf of the manufacturer, reserves all other rights, title and interest to the software, and Customer shall not acquire any rights, title or interest in the software other than as specifically set forth in this Section. Customer will not reverse compile, disassemble, alter, add to, delete from, or otherwise modify the software, except to the extent that such modification capability is an intended feature of the System. Customer may only transfer the right to use the software to any end user who subsequently acquires the right to use the System, agrees to be bound by the terms of this license and agrees to pay any applicable fees. Software is not returnable.

11. Indemnification. Each party shall indemnify the other only with respect to any third party claim alleging bodily injury, including death, or damage to tangible property to the extent such injury or damage is caused by the negligence of the indemnifying party, provided that such claim is reported promptly in writing to the indemnifying party.

12. Default by Customer. Should Customer (a) default in the payment of any sum of money hereunder, or (b) default in the performance of any other of its obligations under the Agreement, then in any such event, Inflow, at its option, may, upon written notice thereof, (1) terminate the Agreement, (2) whether or not the Agreement is terminated, take immediate possession of any and all of the items of Equipment which have not been fully paid for, wherever situated, and for such purpose enter upon any premises without liability for so doing and (3) sell, dispose of, hold, use or lease any items of Equipment which have not been fully paid for as Inflow in its sole discretion may decide. Any sums payable by Customer which are not paid when due will be subject to a service charge of 1 1/2% per month from the date payment was due until paid. Customer agrees to reimburse Inflow for any and all expenses Inflow may incur, including reasonable attorney's fees, in taking any of the foregoing actions. The remedies contained this paragraph are cumulative and in addition to all other rights and remedies available to Inflow under the Agreement, by operation of law or otherwise.

13. Subcontracting. Inflow may subcontract any or all of the work to be performed by it under the Agreement without the consent of

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Customer but shall retain full responsibility for the work subcontracted.

14. Force Majeure. Inflow's performance shall be adjusted or suspended by Inflow to the extent performance is limited or delayed by reasons beyond Inflow's reasonable control including, without limitation, the following: strikes, work stoppages, fire, water, governmental action, acts of God (including, without limitation, earthquakes, rains, floods or lightning), or public enemy, delays of suppliers, subcontractors, power company, local exchange company, or other carrier.

15. Warranty Exclusions. Only components of the Equipment and Software purchased from Inflow are covered by the Equipment Warranty provided herein. The warranty excludes repairs or replacements caused by: (i) damage to the System due to fire, explosion, failure of electrical power, air conditioning or humidity control, power irregularities, power surges, Acts of God (including, without limitation, earthquakes, rains, floods, water damage or lightning), or any other cause not attributable to Inflow; (ii) Customer's failure to follow applicable operation or environmental requirements described in any of the manufacturer's manuals, Inflow's manuals, and other materials provided to Customer, including without limitation manufacturer's product bulletins; (iii) Customer's additions, alterations, modifications, enhancements, repairs to disassembly of, or other maintenance of the System (whether by Customer itself or using a third party, even if such third party is a phone system vendor) without Inflow's written consent; (iv) mishandling, abuse, misuse or damage to the System by Customer or a third party; (v) relocation of the System without Inflow's written consent (other than telephone instruments relocated in accordance with the manufacturer's specifications); or (vi) failures or changes required resulting from the local exchange company, interexchange carrier, the power company or other transmission providers. Inflow may, at its option, terminate its maintenance obligations or perform repairs necessitated by any excluded cause at Customer's request at Inflow's then prevailing rates.

#### 16. Security Interest

a. Creation of Security Interest. As security for the payment and performance of all obligations of Customer hereunder, including payment of the purchase price of all products purchased hereunder, Inflow reserves, and Customer grants to Inflow, a security interest in the Equipment and Software products purchased from Inflow, and in all proceeds therefrom (the "Collateral"). Customer authorizes Inflow to file Uniform Commercial Code Financing Statements or other documents as may be required to evidence and perfect the security interest herein granted, and to renew and extend the same from time to time.

b. Agreements Regarding Collateral. Customer agrees that, so long as any obligation to Inflow exists in whole or in part, Customer shall keep the Collateral free of all liens or encumbrances of any nature whatsoever other than the security interest granted to Inflow hereunder; maintain, protect, and preserve the Collateral in accordance with Inflow's written instructions and in accordance with good business practices prevailing in the industry; insure the Collateral to the full extent of its insurable value against fire, theft, and other extended risks; deliver to Inflow policies or certificates of insurance evidencing the above coverage and containing provisions making Inflow a loss payee, and providing for ten (10) days' advance written notice to Inflow of any change in or cancellation of such coverage; and not remove or permit the removal of the Collateral from the location to which it was originally delivered without Inflow's prior written consent.

17. General. (a) If Customer issues a purchase order for its own internal purposes, Customer agrees that only the terms and conditions of the Agreement apply and that any term contained in any purchase order submitted to Inflow by Customer which is in conflict with or in addition to this Agreement shall be void. (b) The Agreement is not assignable by Customer without the prior written consent of Inflow. (c) The Agreement may be assigned by Inflow, in whole or in part, and Customer agrees to execute all documents and consent necessary, required, or desirable for, or by, such assignment. (d) The waiver by either party of any default will not operate as a waiver of any subsequent default. (e) The Agreement supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written and constitutes the entire agreement between Inflow and Customer with respect to the purchase of the System. Any representations, warranties or statements made by an employee, salesperson or agent of Inflow and not expressed in the Agreement are not binding upon Inflow. (f) If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. (g) The Agreement shall not be modified in any way except by a writing and executed by an authorized representative of the party against whom enforcement is sought. (h) No action, regardless of form, arising out of the Agreement may be brought by either party more than one year after the cause of action has accrued. (i) The Agreement is deemed made and GOVERNED BY THE LAW OF THE STATE OF OREGON except for its rules regarding the conflict of laws. (j) All disputes arising under this Agreement shall be brought exclusively the State or Federal Courts located in Portland, Oregon and the parties consent to the personal jurisdiction of those courts. (k) In the event of any conflict between the terms and conditions of the Agreement, Inflow's form attachments, and any other attachment including Customer's request for proposal or similar document, the Agreement shall control over the form attachments, which in turn shall control over any other attachment. (l) The individual executing the Agreement on behalf of Customer does hereby represent and warrant that he or she is duly authorized by all necessary action to execute the Agreement on behalf of Customer.

18. During the term of this Agreement and for 1 year thereafter: (i) neither party shall, directly or indirectly, induce or encourage any of the other party's employees to leave such employee's employment, or solicit the services of such employees; and (ii) neither party shall hire the other party's employees (or any person who at the time had been employed by the other party within the past 6 months) without the prior written consent of the other party. Notwithstanding the preceding, it is understood and agreed by the parties that this non-solicitation clause shall in no way prohibit either party from employing general recruiting strategies that are not directed specifically towards the other party's employees, including but not limited to, the placement of advertisements or a posting of positions on a website.

#### Payment Schedule

Down Payment	\$19,986.21
Payment on Delivery	\$15,988.96
Payment on Completion	\$3,997.24

Down Payment	50.00%
Percent	
Delivery Percentage	40.00%
Completion Percentage	10.00%

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Signature

Customer

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Account Name      City of St. Helens

Inflow Communications

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Phone                      (503) 575-7530

**City of St. Helens**  
**PERSONAL SERVICES AGREEMENT**

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Clayton Joseph Lance, Attorney, OSB 85-2640** (“Contractor”).

**RECITALS**

**A.** The City is in need of **pro tem prosecutorial 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 **prosecutorial services**, and Contractor accepts such engagement. The principal contact for Contractor shall be **Clayton Joseph Lance, 503-369-0977, ClaytonLanceGroup@gmail.com**.

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

**3. Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on **June 30, 2017**. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

**5. Payment.**

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

**5.2** Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

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

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

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

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

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

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

**CONTRACTOR:** Clayton Joseph Lance, OSB 85-2640  
Attorney at Law  
2034 Columbia Blvd. Suite 201  
St. Helens, OR 97051  
503-369-0977  
[clayton@claytonlancegroup.com](mailto:clayton@claytonlancegroup.com)  
[claytonlancegroup@gmail.com](mailto:claytonlancegroup@gmail.com)

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

**8. Standard of Care.** Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and



deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

**9. Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

**10. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

**17. Compliance with Law.**

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

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

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

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

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

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

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

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

**21. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this



Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

## **22. Default.**

**22.1** A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

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

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

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

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

## **24. Inspection and Audit by the City.**

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

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

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

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

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

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

**CITY:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

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

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

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

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

**CONTRACTOR:**

**Clayton Joseph Lance, Attorney at Law**

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

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

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

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

**APPROVED AS TO FORM:**

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

City Attorney

## ATTACHMENT A

### Scope of Work and Performance Expectations

For the term of this contract or otherwise provided in the contract documents, Clayton Joseph Lance (Contractor) will provide criminal prosecutorial services to the City of St. Helens consisting of the following:

#### Scope of Work

- Attend and perform prosecutorial services during court sessions as mutually scheduled as legal representative of the City.
- Review assigned police reports, related documents and evidence in all cases submitted for municipal prosecution.
- Screen assigned cases and prepare all legal documents, including criminal complaints in preparation for prosecution.
- Ensure a timely response to discovery requests and requests for information.
- Draft reasoned memoranda in support of motions.
- Develop reasoned persuasive arguments and orally present same in court.
- Analyze and apply legal precedent.
- Negotiate cases on terms in the public interest.
- Prepare and present all necessary pre-trial motions and post-trial motions and other documents to ensure enforcement of court orders.
- Document billings associated with hourly rate.
- Answer case questions from client (usually from court staff and police department) and answer questions about criminal law or procedure to St. Helens Police Officers.

#### Performance Expectations not identified elsewhere in this Scope of Work

- **Attendance and dependability:** Contractor will report to court at scheduled times; will return phone calls and emails within a reasonable time; will work conscientiously, accurately, and thoroughly.
- **Proper attire:** Contractor will wear court-appropriate attire during all appearances in Municipal Court and any non-appearance work task that may take place on City of St. Helens government premises.
- **Preparation:** Will be prepared consistent with professional standards.
- **Communication:** A copy of any written professional correspondence will be kept in the Court's file or a separate binder with all professional correspondence.
- **Professional relationships:** Establish and maintain professional working relationships with defense attorneys, city employees, police department personnel, city officials and the public.
- **Confidentiality:** Maintain strict confidentiality of oral and written communications, including confidentiality of Law Enforcement Data System (LEDS) printouts.
- **Availability:** Be generally available to communicate with and answer questions of defense attorneys, city officials and employees, police department personnel, and the public, even on non-holiday work days when Court is not in session.

## 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	NO
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	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: _____		NO
<b>Professional Liability</b>	Per occurrence  Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	EXEMPT

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

## **ATTACHMENT C**

### **Terms of Compensation**

Clayton Joseph Lance (Contractor) will provide such services as an independent contractor. Municipal Court staff will coordinate schedule with Judge and pro tem prosecutor. The pro tem prosecutor will be compensated at a rate of **seventy-five dollars (\$75) per hour**.

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

## **City of St. Helens PERSONAL SERVICES AGREEMENT**

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

### **RECITALS**

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

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

### **AGREEMENT**

**1. Engagement.** The City hereby engages Contractor to provide services (“Services”) related to **pro tem judicial services** and Contractor accepts such engagement. The principal contact for Contractor shall be **Nicholas Wood, 360-993-4321**.

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

**3. Term.** Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on **June 30, 2017**. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

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

**5. Payment.**

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

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

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

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

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

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

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

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

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

**CONTRACTOR:** Nicholas A. Wood  
2901 Main Street  
Vancouver, WA 98663  
360-993-4321  
360-258-0031 Fax  
nick@vancouverlitigation.com

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

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

**9. Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by

one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

**10. Insurance.**

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

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

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

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

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

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

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

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

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

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



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

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

**17. Compliance with Law.**

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

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

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

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

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

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

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

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

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

**22. Default.**

**22.1** A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

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

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

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

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

**24. Inspection and Audit by the City.**

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

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

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

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

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

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

**CITY:**

**CITY OF ST. HELENS**

Council Meeting Date: \_\_\_\_\_

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

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

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

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

**CONTRACTOR:**

**NICHOLAS A. WOOD**

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

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

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

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

APPROVED AS TO FORM:

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

City Attorney

## **ATTACHMENT A**

### **Scope of Work**

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

- Work with court on coordinating mutually acceptable scheduling for providing Pro-tem Judicial services
- Preside in court on mutually agreed upon schedule for that particular court day;
- On assigned cases and/or dates, be available by telephone to “C-Com” within 10 minutes of their placing the call to answer questions relating to release status and orders pertaining to release for individuals who are subject to arrest either because an arrest warrant is outstanding or under circumstances leading a reasonable person to believe that a contempt of court charge or a probation violation charge may be initiated by the court;
- Be generally available, subject to reasonable notice, for meetings with the City Administrator pertaining to the conduct of the Court’s business, as required by the City Administrator;
- Submit all requested reports pertaining to the functioning of the Courts as required by the City Administrator or the City Council, as requested; and
- Such other judicial functions as may be necessary or advisable under the circumstances.

#### **EXPECTATIONS:**

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

## ATTACHMENT B INSURANCE REQUIREMENTS

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

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<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	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
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		NO
<b>Professional Liability</b>	Per occurrence  Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

## **ATTACHMENT C**

### **Terms of Compensation**

Contractor will provide services described in Attachment A as an independent contractor. Municipal Court staff will coordinate schedule with Contractor on a per case basis. Contractor shall be entitled to receive an hourly fee of **seventy-five dollars (\$75.00) per hour** as payment for his services to St. Helens, prorated for periods of time less than an hour. Hourly rate shall also apply to time required to commute to and/or from his Vancouver, Washington offices.

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

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

THIS **LETTER OF ENGAGEMENT** ("Agreement") is entered into between the City of St. Helens, Oregon ("CLIENT") and Aha Consulting, Inc. ("CONSULTANT").

The parties agree as follows:

1. **Term.** This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement. Any termination of this Agreement shall not extinguish or prejudice CLIENT's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in CONSULTANT's performance that has not been cured.
2. **Compensation.** It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for project implementation services provided and CONSULTANT shall accept a total not to exceed Eight Thousand Dollars (\$8,000) as full payment for such services. It is further understood that CONSULTANT shall provide annual hosting and support services for a total not to exceed Three Thousand Dollars (\$3,000).

Invoices for project implementation services will be submitted by CONSULTANT monthly based on work completed. Hosting and support invoices will be submitted at conclusion of build and training and annually thereafter. The processing of payments will be expedited by the CLIENT through proper accounting procedures. Payment will be made to CONSULTANT within thirty (30) days of the receipt of the approved invoices for services rendered.
3. **Scope of Services.** CONSULTANT's services under this Agreement shall consist of services as detailed in **Exhibit A**.
4. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibit A contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
5. **Warranty.** CONSULTANT warrants that (i) any services provided hereunder will be performed in a professional and workmanlike manner and (ii) the functionality of the services will not be materially decreased during the term. CONSULTANT's entire liability and your exclusive remedy under this warranty will be, at the sole option of CONSULTANT and subject to applicable law, to provide restored service(s) which conforms to these warranties within 7 days or to terminate the service(s) and provide a pro-rated refund of any prepaid fees (for the period from the date of the breach through to the end of the term).
6. **Liability.** CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the agreement and further limited to a maximum amount equal to the consulting fees actually received by CONSULTANT from CLIENT under this agreement.

7. **Termination.** This Agreement shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the Agreement is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid hosting and support fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this Agreement, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. **Independent Contractor.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by CONSULTANT to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. **Ownership of Product.** CONSULTANT hereby acknowledges that the documentation, materials or intellectual property hereunder (collectively, the "Work Product") are works which have been specially commissioned by CLIENT and are "work made for hire" for CLIENT and CLIENT shall own all right, title, and interest therein. CLIENT shall be considered the author of the Work Product for purposes of copyright and shall own all the rights in and to the copyright of the Work Product and, as between CLIENT and CONSULTANT, only CLIENT shall have the right to obtain a copyright registration on the same which CLIENT may do in its name, its trade name or the name of its nominee(s). Accordingly, among other things, CLIENT is the author and owner of the Work Product and shall have the sole and exclusive rights to do and authorize any and all of the acts set forth in Section 106 of the Copyright Act with respect to the Work Product and any derivatives thereof, and to secure any and all renewals and extensions of such copyrights. To the extent CONSULTANT does not own such Work Product as a work made for hire, CONSULTANT hereby assigns, transfers, releases and conveys to CLIENT all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, and trade secret rights.

10. **Confidentiality.** (a) Confidential Information. For purposes of this Agreement, the term "Confidential Information" means all information that is not generally known by the public and that: (i) is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this Agreement, and (ii) relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this Agreement, and at all times thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information, whether or not developed by CONSULTANT, except as required in the performance of its obligations to CLIENT



hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

11. **Assignment.** Neither party may assign or subcontract its rights or obligations under this Agreement without prior written consent of the other party, which shall not be unreasonably withheld.

12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

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

To CONSULTANT:  
Aha Consulting, Inc.  
415 North State Street, Suite 138  
Lake Oswego, OR 97034

Either party may change the addresses set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Name and Title: Brian Gilday, President

DATED: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

DATED: \_\_\_\_\_



**Exhibit A**

City of St. Helens, Oregon

*Website Design & Development*

Aha Consulting, Inc.  
415 North State Street #138  
Lake Oswego, OR 97034  
[www.ahaconsulting.com](http://www.ahaconsulting.com)

Contact: Brian Gilday  
[brian.gilday@ahaconsulting.com](mailto:brian.gilday@ahaconsulting.com)  
Phone: 503-675-5121  
Fax: 888-475-3753



## Letter of Transmittal

February 23, 2016

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

Dear Selection Team:

Thank you for the opportunity to deliver a proposal for your website redesign project. We appreciate the opportunity to share our proposed plan for creating a solution that will enable you to deliver a highly-effective, long-term web solution for City of St. Helens residents, businesses, visitors, and staff. This proposal is valid for 90 days.

Sincerely,

A handwritten signature in black ink that reads "Brian Gilday". The signature is fluid and cursive, with a large, stylized "G" at the end.

Brian Gilday

Aha Consulting, Inc.  
415 North State Street  
Suite 138  
Lake Oswego, OR 97034  
Telephone: 503-675-4121  
Email: [brian.gilday@ahaconsulting.com](mailto:brian.gilday@ahaconsulting.com)



## Qualifications and References

### Company Profile

Our organization was founded in 2002 as Open Solutions. In 2008 Open Solutions Partners merged with Fenway Technology Group – rebranding the merged organization as Aha Consulting, Inc. We have zero debt and have achieved profitability each year in business. We have developed a municipal web CMS solution built using the Drupal open source CMS that has features and functionality previously available to only the largest of private enterprises. We now bring that experience to local government. By building our solution using the popular Drupal open source framework, we can leverage the contributions of over 100,000 web developers across the globe to provide an unparalleled municipal web solution at a very compelling price point. We call our solution *Aha Fast Track for Cities*. Aha ‘gets’ municipalities and we get the web. We’re customer-service focused. **We are the Drupal experts for municipalities.** We will provide a solid, user friendly solution for the City of St. Helens.

### Project Team

We have a highly-skilled team with a customer-service focus:

#### **Brian - Project Sponsor**

Brian is an information technology expert, former U.S. Naval Officer, and former Big 5 consultant with Deloitte Consulting. Brian holds a BS in Computer Science with distinction from the United States Naval Academy (Annapolis, MD) and an MS in Computer Information Systems from Boston University. Brian has also served as an Associate Professor at MIT and Boston University. Brian has a knack for staying cool under pressure, insulating teams from distraction, and staying focused on achieving the end goal.

#### **Dave – Project Lead / User Experience**

Dave has a Bachelor of Arts degree in Communications from California State University. In addition to assisting with acting as the project and design, Dave will participate in various analytical, site configuration, content migration, and training activities.

#### **Mary Joy – Content Migration and Customer Support Lead**

Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.

#### **Paul - Lead Developer and QA Analyst**

Paul has been working on software systems for years and a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years’ experience in quality assurance testing, so he will be acting as Aha’s lead tester for the engagement.

#### **Drago - Lead Designer**

Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.



## References and Examples of Work

### Fruita [www.fruita.org](http://www.fruita.org) RESPONSIVE



Project Owner's Representative: Mike Bennett, City Manager, 970-858-3663, [mbennett@fruita.org](mailto:mbennett@fruita.org)

### Sherwood [www.sherwoodoregon.gov](http://www.sherwoodoregon.gov) RESPONSIVE



Project Owner's Rep: Brad Crawford, IT Director, 503 625-4203, [crawfordb@sherwoodoregon.gov](mailto:crawfordb@sherwoodoregon.gov)

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### Unalaska Alaska [www.ci.unalaska.ak.us](http://www.ci.unalaska.ak.us) RESPONSIVE



Project Owner's Rep: Marjorie Veeder, 907-581-1602, [mveeder@ci.unalaska.ak.us](mailto:mveeder@ci.unalaska.ak.us)

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### North Pole Alaska [www.northpolealaska.com](http://www.northpolealaska.com) RESPONSIVE



Project Owner's Rep: Kathy Weber, City Clerk, 907-488-8583, [Kathy.weber@northpolealaska.org](mailto:Kathy.weber@northpolealaska.org)



## Website Features and Deliverables

The below list summarizes the base and optional features and project deliverables that come with our Aha Fast Track CMS solution.

1 – Requirements	<b>Base</b> 1-01 Website Analysis 1-02 Requirements/Scope Refinement 1-03 Organization Surveys 1-04 Project Schedule Baseline
2 - Design	<b>Base</b> 2-02 Custom City Website Design with Design Workshop (Responsive, Mobile-Friendly) 2-04 Mega Menu
3 - Build	<b>Base</b> 3-1 Dynamic Home Page with ability to promote featured articles 3-2 Rotating Banner Images 3-3 Rotating Headline Articles 3-4 Web Page Search (Web Pages, PDFs, and Word Docs) 3-5 Email Subscriptions 3-6 Social Networking Tool Integration (Facebook, Twitter) 3-7 Unlimited Online Web Forms, Permits, Applications, Polls, Surveys 3-8 Emergency Alerts Ticker 3-9 Event Calendar / Upcoming Events 3-10 Sub-calendars for boards, committees, departments 3-11 Meeting agendas and minutes with auto-archiving 3-12 Online Job Postings 3-13 Online Bid/RFP Postings 3-14 Photo Album Slideshows 3-15 City Projects Directory with interactive map 3-16 City Parks Directory with interactive map 3-17 City Services Directory 3-18 Forms, Permits, Applications, Key Documents Directory 3-19 Google Maps Integration 3-21 Resource/Document Center 3-22 Image Auto-scaling and resizing 3-23 Site Metrics (Google Analytics) 3-24 Content Scheduling (Publish Today, Unpublish Tomorrow) 3-25 Unlimited User logins 3-26 Unlimited Content 3-27 Word-like WYSIWYG Editor 3-28 Web Page Categories - create a page once, have it show up in multiple places 3-29 RSS Feeds - Inbound and Outbound 3-30 Printer Friendly Pages 3-32 Latest News / Press Releases 3 - 3-33 Anti-spam controls Build 3-34 Content Versioning / Audit Trail / Revert to Previous Version



	<p>3-35 ADA / Section 508 Compliance  3-36 Email Harvesting Protection  3-37 Broken Link Finder  3-38 Dynamic Sitemap  3-39 Support for Windows, Mac, Linux  3-40 Video  3-41 Client owns rights to all data  3-42 Browser and Mobile Device Compatibility  3-44 Department Micro-sites (sites-within-a-site)  3-45 Organization/Staff Directory</p> <p><b>Options</b>  3-47 Private Staff Only Pages (Intranet)  3-48 Business Directory with Interactive Maps  3-50 Online Bid/Vendor Management System  3-53 Custom Feature Development</p>
4 - Migrate Content	<p><b>Base</b>  4-01 Content Migration - Standard</p> <ul style="list-style-type: none"> <li>- <u>Meeting Agendas and Minutes</u> <ul style="list-style-type: none"> <li>○ Up to 10 years of meeting agendas/minutes</li> <li>○ You complete an excel template with information regarding each meeting plus corresponding files. Aha assists with this process and will then auto-import that content.</li> </ul> </li> <li>- <u>Staff/Organization Directory</u> <ul style="list-style-type: none"> <li>○ You complete an excel template with information regarding each directory listing plus corresponding staff photos (if desired). Aha will then auto-import that content.</li> </ul> </li> <li>- <u>Project Pages</u> <ul style="list-style-type: none"> <li>○ You complete an excel template with information regarding each project. Aha will then auto-import that content.</li> </ul> </li> <li>- <u>Web Page Content</u> <ul style="list-style-type: none"> <li>○ In addition to the above content Aha will import up to 500 existing standard web pages</li> <li>○ We define a standard web pages as any page that contains text plus up to a total of 5 links, file attachments, or images.</li> </ul> </li> </ul> <p><b>Options</b>  4-02 Content Migration – Additional</p> <ul style="list-style-type: none"> <li>○ We can migrate additional standard web pages on a per-page basis</li> <li>○ For non-standard pages or online forms that do not fit the above criteria, we can provide quotes for each individual page.</li> </ul>





5 - Train	<b>Base</b> 5-04 Training – Onsite 5-02 Training – Videos 5-01 Training - User Manuals
6 - Test	<b>Base</b> 6-01 Functional Testing, 6-02 Browser Compatibility Testing
7 - Go Live	<b>Base</b> 7-01 Pre Go-Live Checklist 7-02 Website DNS Changes 7-03 Post Go-Live Checklist
8 - Hosting	<b>Base</b> 8-01 Hosting by Aha (80GB data) 8-02 Maintenance and Customer Support

## Project Timeline

### Project Schedule and Approach

Every project differs in terms of timeline. The typical project takes from 3 to 5 months from start to finish, but we have completed City projects as quickly as 4 weeks to as long as 12 months. The below high-level timeline is an approximation. We will finalize the schedule once we meet with you:

Phase	Month 1		Month 2		Month 3		Month 4	
Analyze and Confirm Requirements								
Design								
Build								
Migrate Content								
Train								
Test								
Go-Live						★		
Hosting and Support								



## Analyze and Confirm Requirements

Aha has a proven “design to go-live” methodology to manage projects on time and on budget.

Deliverables	
<b>TASK 1.1 ANALYZE AND CONFIRM REQUIREMENTS</b>	
<u>Website Assessment:</u> Aha will complete an analysis of the current St. Helens website to assess the site’s navigation, features/functions, and quality of content.	<ul style="list-style-type: none"> <li>• <u>Summary assessment sheet</u></li> </ul>
<u>Organizational Overview Inventory/Survey :</u> Aha will provide an organizational overview document for the City of St. Helens to complete as part of this assessment	<ul style="list-style-type: none"> <li>• <u>Organization Survey</u></li> </ul>
<u>Website Design Workshop:</u> Aha will conduct a three-hour on-site design workshop with a City-defined web advisory team of up to 8 members. This design workshop will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.	<ul style="list-style-type: none"> <li>• <u>Website design specification sheet (graphic design and information/navigation design)</u></li> </ul>

## Design and Build

Deliverables	
<b>TASK 2.1 WEBSITE GRAPHIC AND INFORMATION DESIGN</b>	
<u>Design Concept Creation and Approval:</u> Aha will complete home page design concepts for the City Home Page and departmental pages. These design concepts will incorporate all of the graphical elements as well as the high-level sitemap. The City will select a winning concept after going through a series of iterative design revision meetings.	<ul style="list-style-type: none"> <li>• Design concepts –</li> <li>• Finalized design (Photoshop PSD)</li> </ul>
<b>TASK 2.2</b>	
<u>Website Setup, Configure, and Customization:</u> Aha will create a fully functional website for St. Helens that includes the functional elements described in this proposal. As part of the website setup, Aha will finalize any remaining elements to the approved design and navigation.	<ul style="list-style-type: none"> <li>• Fully functional beta website with St. Helens design</li> <li>• Content migration</li> </ul>

## Train, Migrate, Test, and Go-Live

Deliverables	
<b>Task 3.1 TRAINING</b>	
<u>Staff Training</u>	<ul style="list-style-type: none"> <li>• Two half-day training sessions of up to 10 users each</li> </ul>



<p>Aha will provide onsite training to train City staff on how to use the website. We also provide training videos and user guides.</p>	<ul style="list-style-type: none"> <li>• Videos &amp; User guides</li> </ul>
<p><b>TASK 3.2 CONTENT MIGRATION AND TESTING</b></p>	
<p><u>Content Finalization and Departmental Acceptance</u>  Trained City staff will work on finalizing content prior to go-live. They will analyze the pages that Aha has uploaded, create new pages, and make any final page edits before going into acceptance testing.</p> <p>Each department will confirm that their departmental pages are complete from a content standpoint and ready for go-live.</p>	<ul style="list-style-type: none"> <li>• Content creation and migration</li> <li>• Departmental content 'signoff'</li> </ul>
<p><u>Aha Functional Testing</u>  Aha will perform a series of tests across multiple browser and operating system versions to confirm site functionality. Test will confirm proper functionality of all features documented in this proposal.</p>	<ul style="list-style-type: none"> <li>• Completing Testing Checklists</li> </ul>
<p><u>City Acceptance Testing</u>  City staff will review the website for. Aha will have completed functional testing and cross-browser compatibility testing as well</p>	<ul style="list-style-type: none"> <li>• Site acceptance by City</li> </ul>
<p><b>TASK 3.3 FINAL CONVERSION &amp; GO-LIVE</b></p>	
<p><u>Go-Live</u>  Prior to go-live we will connect the production version of the new website to a temporary DNS name to ensure proper functionality. We will then make appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address. During this time, the goal is zero website down-time.</p>	<ul style="list-style-type: none"> <li>• Accepted Final Live Website</li> </ul>



## Hosting

Web server: Aha will host the website and ensure adequate bandwidth and performance. The site will reside on Aha-configured servers in a tier-1 data center.

Backup, Disk Space, and Bandwidth: Redundant incremental backups of your website database will be saved in two separate geographical time zones for disaster recovery purposes. Aha will provide 80 GB of disk storage. We also provide up to 1 Terabyte of data transfer per month.

Guaranteed Uptime: Aha will guarantee web server uptime of 99.9%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

Indexed Document Search / Facets – included if using the built-in CMS search.

## Maintenance and Customer Support

Free site upgrades: as we update our base Aha features, you receive those upgrades for FREE

24x7 Customer support: We will provide your primary IT contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 7AM-5PM Pacific via email and telephone to handle routine questions from staff related to the operation of the website.

Security upgrades: Aha will apply security upgrades to your solution's core and contributed modules as they are published by drupal.org. This ensures that your website stays secure. Aha will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 12AM-3AM Pacific Time, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery: Aha will install auto-monitoring software routines that continually monitor website performance and instantly alert us when problems occur. We will take action as soon as possible and no later than two hours after problems are detected.

## Assistance from Client

- The Client will make available to Aha the inventory of existing applications, websites, and content at the start of this effort.
- The Client will assign a single point of contact for Aha to interact with that will be responsible for coordinating the schedules of other project stakeholders
- The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues to Aha at or before those 5 days have elapsed. Aha will in turn return updated deliverables for final review within 5 business days.
- The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps in order to access those features



## Pricing - Base

### OPTION A

Design, Development, and Implementation Phase \$8,000

This includes all base features listed above -- custom design, build, on-site design workshop and training, page content migration, and testing. This is a fixed bid quote that includes travel costs for 2 on-site visits to conduct a design workshop and user training. Please see [www.ahaconsulting.com/features](http://www.ahaconsulting.com/features) for details on any of the base and optional features described above.

Annual Hosting, Maintenance, and Customer Support \$3,000 / year

Maintenance and support is required for the first year, and it is optional thereafter.

### OPTION B

Design, Development, and Implementation Phase \$4,500

Annual Hosting, Maintenance, and Customer Support \$3,900 / year

## Pricing - Additional Options

- 2-02 Specialty Sub-site graphic designs/themes \$3,000 per design
- 3-47 Private Staff Only Pages (Intranet) \$4,000 + \$1,800 per year
- 3-53 Custom Feature Development fixed bid quote or \$125 per hour

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

City Council Meeting ~ March 16, 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
• Lynn Carver	Library Board	1/29/16	1/29/16
• Eloise Bates	Library Board	1/29/16	1/29/16

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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)**

- Casey Jolissaint is stepping down. Her term expires 6/30/2017.

**Status:** A press release was sent out on November 25 to recruit applicants. We received three applications. A subcommittee interviewed each candidate and recommends Eloise Bates be appointed.

**Next Meeting:** April 19, 2016

**Recommendation:** Appoint Eloise Bates to the Library Board. Her term will expire 6/30/2017.

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

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

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

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

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

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

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



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

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

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

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson  
Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne  
Kathy Payne, City Recorder

# **City of St. Helens**

## **Planning Commission Meeting**

### **February 9, 2016**

### **Minutes**

**Members Present:** Dan Cary, Vice Chair  
Greg Cohen, Commissioner  
Sheila Semling, Commissioner  
Audrey Webster, Commissioner  
Kathryn Lawrence, Commissioner  
Russell Hubbard, Commissioner

**Members Absent:** Al Petersen, Chair

**Staff Present:** Jacob Graichen, City Planner  
Jennifer Dimsho, Assistant Planner & Planning Secretary

**Councilors Present:** Ginny Carlson, City Council Liaison

**Others Present:** Ed Burgmans  
Larry VanDolah  
Kona Lora  
Oscar Nelson  
Bing Theobald

[Secretary Note: There is no video recording available for this meeting]

The Planning Commission meeting was called to order by Vice Chair Dan Cary at 7:00 p.m. Vice Chair Cary led the flag salute.

□

### **Consent Agenda**

#### **Approval of Minutes**

Commissioner Semling moved to approve the minutes of the January 12, 2016 Planning Commission meeting with a change on page 2 from "R7" to "R10" regarding Semling's question of staff. Commissioner Lawrence seconded the motion. Motion carried with all in favor. Commissioners Cohen and Vice Chair Cary recused themselves from voting due to their absences from that meeting.

□

### **Topics From The Floor**

There were no topics from the floor.

□

## **Public Hearing**

**G.O. Enterprises, LLC**

**Major Modification to CUP.4.15 / CUP.1.16**

**1807 & 1809 Columbia Blvd.**

It is now 7:02 p.m. and Vice Chair Cary opened the public hearing. There were no ex-parte contacts, conflicts of interest or bias in this matter.

City Planner Jacob Graichen entered the following items into the record:

- Staff report packet dated February 2, 2016 with attachments

Graichen introduced the proposal and the recommended conditions of approval with the Commission, as discussed in the staff report. Commissioner Cohen asked if the applicant requested a Conditional Use Permit Modification or a separate Conditional Use Permit. Graichen explained that in land use, decisions run with the property. In this case, the applicant's request is to expand the building square footage using the previously approved Conditional Use Permit. He further explained that the property owner is the same, but the applicants for this proposal are not the same applicants from the originally granted Conditional Use Permit.

Commissioner Cohen asked if the expansion of the square footage would break any of the City's rules relating to marijuana facilities. Graichen discussed in general terms the City's rules regarding marijuana retailers or dispensaries, including the 1,000 foot buffer from daycares and schools, the 2,000 foot buffer from other dispensaries/retailers, the requirement for a permanent building, the secure refuse container, and compliance with state and local laws. Then Graichen discussed the Conditional Use Permit approval standards and potential conditions from the staff report. He noted that new evidence may be presented that could encourage the Commission to consider additional conditions.

Commissioner Cohen asked if there was any indication the expansion would lead to marijuana wholesaling, growing, or processing. Graichen said the site plan had no indication of any other use but retail.

Commissioner Lawrence asked the timeline the applicant would need to comply with. Graichen said the applicant would have 18 months from August 2015 (February 2017) to begin business, or if the Commission chooses to restart the clock with this new decision, the applicant would gain six additional months.

Graichen introduced written testimony distributed to the Commission that was provided by Jennifer Plahn and entered into the record earlier that day.

## **IN FAVOR**

**Nelson, Oscar. Applicant.** Nelson said this proposal seems pretty cut and dry. With the same property owner, they are expanding the reception area to have a more comfortable lobby and a better business flow. They are a known business with known business practices and they are hoping to bring something professional to St. Helens. Vice Chair Cary asked if they will have the same name as the previous proposal. He said yes, the name of the business will be Sweet Relief. Nelson said some of the back-end owners and paperwork has changed, but the business plan and focus has remained the same.

Nelson walked through the floor plan proposed on the site plan as requested by Commissioner Cohen. Nelson said they have a long-term business strategy. This industry is expected to be profitable and Nelson feels the additional cost up front to make the floor plan more comfortable to customers will be beneficial. Commissioner Cohen asked if they would be open after hours. Nelson said no.

Vice Chair Cary asked if the original timeline to open in February 2017 was an issue for them. Nelson said at this point, it seems they are on track to open within that timeline. Unless there are unforeseen issues with the building or permitting, everything should be completed well within that timeframe.

Commissioner Semling asked about the refuse plan and the door to nowhere in the back. Nelson said if they are not required to have a fire exit, they could bar the door as unusable. Graichen read the recommended condition presented in the staff report regarding the trash enclosure and the rear door. Commissioner Cohen said he could not approve the decision without a secure and approved refuse plan. Graichen noted with the original decision, the trash plan was to be approved at the staff level, but for this new decision, it could be reviewed by the Commission if desired.

Commissioner Hubbard asked if they had any building permits yet. Nelson said yes, he thinks they have a demo permit for 1807 Columbia Blvd.

[Secretary Note: There is no audio recording beyond this point because of an equipment malfunction.]

## IN OPPOSITION

**VanDolah, Larry.** VanDolah's biggest problem with this proposal is the lack of parking. Where will the employees park? Where will the customers park? He also feels the applicant has not adequately addressed the refuse. For his own permitting, he was required to submit a plan for refuse, so why has the applicant not submitted one? VanDolah said his daughter attends a dance studio nearby and he doesn't want her seeing cannabis related signage across the street.

**Burgmans, Ed.** Burgmans is in business with VanDolah. He testified against a marijuana retailer in Rainier, Oregon, despite being in the cannabis business. He asked the Commission if the Houlton Business District is the right place for this. For his own business, he chose a dispensary location one mile out of town in Rainier, Oregon. He said no matter where we locate these businesses, customers will find them. Sweet Relief has a large pot leaf on the front window at other locations. He asked the Commission to keep this from happening. He also entered into the record the original lease for this location, which is in VanDolah's name. He noted that the lease is under contention.

## REBUTTAL

**Nelson, Oscar. Applicant.** Nelson noted that the original lease that was presented has expired. Regarding parking, Nelson reminded the Commission that they are combining suites. This would lessen the need for parking compared to two separate business locations. He also said the landlord is excited to combine the suites into one.

## FURTHER QUESTIONS OF STAFF

Commissioner Cohen asked if they could reconsider parking with the expansion. He noted that parking requirements are based on square footage, so if they are expanding, does that mean they are increasing their minimum required spaces? First, Graichen said on-street parking normally does not count towards off-street parking requirements, but it does in the Houlton Business District (HBD) zone. Then he explained that in the HBD zone, no additional or new on-site parking is required for sites with existing development footprint coverage of 50 percent of the site area. This proposal is at 52 percent coverage of the site area and is therefore exempt from parking requirements.

Commissioner Webster asked if the parking needs to be paved, noting the gravel area in the back of the

building. Graichen said according to our new standards, yes, but a new business simply moving into a suite (not changing the building footprint), may not warrant paving older gravel lots. However, the Commission could also weigh the community impact of the new use in their decision to include that as a condition.

### **END OF ORAL TESTIMONY**

There were no requests to continue the hearing or leave the record open.

### **CLOSE PUBLIC HEARING & RECORD**

The applicant waived the opportunity to submit final written argument after the close of the record.

### **DELIBERATIONS**

Commissioner Cohen said he has questions about the refuse and the fire exit. He would like to see a refuse plan before approving a decision. He would also like the Commission to weigh parking considerations.

Commissioner Lawrence said this structure is existing and tenants will fill these suites either way. She feels the parking needs are no different by combining the suites. Commissioner Cohen said that you have to look at the new use. He feels it warrants additional parking requirements. Commissioner Semling pointed out that there are also tenants living above the use who will use parking spaces too.

Commissioner Cohen does not want to see the rear exit become a commonly used entrance or rear exit. He feels it should only be used for fire exit or for refuse removal.

Vice Chair Cary asked about the condition relating to the trash enclosure. Graichen said the condition could be left alone, which would leave staff and the applicant responsible for determining an appropriate refuse plan, or the Commission could re-open the public hearing to gather more information from the applicant.

Commissioner Hubbard has concerns about the building permit and whether or not the Building Department will approve the structural changes.

Vice Chair Cary does not feel the applicant should be required to provide additional parking because this proposal is no different than the previous approval. Commissioner Lawrence agrees.

Overall, the Commission felt more information was needed to address the refuse concerns, the rear exit, the floor plan, and parking.

### **MOTION**

Commissioner Webster moved to re-open the public hearing and continue this matter on March 8, 2016 at 7 p.m. to allow the applicant to address concerns related to floor plan, parking, rear door access, and refuse. Commissioner Cohen seconded. All in favor; none opposed; motion carries.

□

### **Chair/Vice Chair Discussion**

Graichen said Chair Petersen does not want to be chair again this year, but would be okay with vice chair. Vice Chair Cary said he would be willing to be chair this year.

Commissioner Webster made a motion to move Chair Petersen to vice chair and Vice Chair Cary to chair. Commissioner Lawrence seconded. All in favor; none opposed; motion carries.

□

### **Planning Director Decisions**

- a. Sign Permits (4) – Meyer Sign Co. of Oregon – 58761 S. Columbia River Hwy
- b. Sign Permit (Banner) – 2100 Block of Columbia Blvd. – Dianna Holmes
- c. Home Occupation (Type I) – 124 Park St. – Home office for commercial cleaning
- d. Home Occupation (Type I) – 504 S. 14<sup>th</sup> St. – Home office for mobile pet sitting
- e. Sign Permit (Banner) – 2100 Block of Columbia Blvd. – St. Helens Sports Booster Club

There were no comments.

□

### **Planning Department Activity Reports**

There were no comments.

□

### **For Your Information Items**

Graichen said the Commission's Conditional Use Permit denial on Columbia Blvd. was reversed by the City Council last week via an appeal.

Graichen asked the Commission if they would be interested in being the decision-making body for a proposal regarding the St. Helens Marina parking area. The Commission agreed that this area is important enough to be a Commission decision, not just an administrative decision.

□

There being no further business before the Planning Commission, the meeting was adjourned at 8:41 p.m.

Respectfully submitted,

Jennifer Dimsho  
Planning Secretary

### 2016 Planning Commission Attendance Record

*P=Present A=Absent Can=Cancelled*

Date	Petersen	Hubbard	Lawrence	Cohen	Cary	Semling	Webster
01/12/16	P	P	P	A	A	P	P
02/09/16	A	P	P	P	P	P	P
03/08/16							
04/12/16							
05/10/16							
06/14/16							
07/12/16							
08/09/16							
09/13/16							
10/11/16							
11/08/16							
12/13/16							



City of St. Helens  
**Arts & Cultural Commission**  
**Minutes from Tuesday January 26, 2016**  
City Council Chambers

**Members Present**

Kannikar Petersen  
Rosemary Imhof , Vice Chair  
Kevin Chavez, Chair  
Susan Patterson  
Nancy Bowers  
Diane Dunn

**Members Absent**

Diane Dillard

**Guests**

None

**Councilors in Attendance**

Susan Conn

**Staff Present**

Jennifer Johnson, Secretary  
Jenny Dimsho, Assistant Planner  
Anya Mocha, Main street Coordinator



**CALL MEETING TO ORDER**

Chair Chavez called the meeting to order at 6:30 p.m.

**VISITORS**

No visitor comments.

**APPROVAL OF MINUTES FOR NOVEMBER 24, 2015**

**Motion:** Commissioner Petersen moved to approve the minutes for November 24, 2015, with one correction to the spelling of Eric Jensen's name. Commissioner Imhof seconded. All in favor; none opposed; motion carries.

**FISCAL REPORT**

The Commission reviewed the fiscal report. They discussed moving \$3000 from contingency to Gateway Project Phase 2.

**RENEW TERM**

**Motion:** Commissioner Imhof moved to renew Commissioner Petersen's three year term. Commissioner Patterson seconded. All in favor; none opposed; motion carries.

**KICKSTARTER**

Assistant Planner Jenny Dimsho passed around a sheet of facts and talking points for promoting the campaign. She said things are moving forward with video production. A three minute video will begin shooting in February.

They are working on rewards that are related to the project. They are looking into canvas bags or mugs. Commissioner Petersen said to check with Al Petersen who did the coordinating for the SHEDCO mugs. Another reward idea is tours of the artist workshop with appetizers.

Dimsho is looking for volunteers for the launch party in April. The St. Helens Elks lodge is a possible site. She would like to have a coloring contest of the sculpture design. Chavez will make the color sheet from pdf.

Dimsho is also building a website which will be up for two years.

She informed the Commission that the City will match dollar for dollar money raised up to \$17,000 for the project.

### **13 NIGHTS POSTER**

Councilor Conn asked the Commission if they would be interested in judging the 13 Nights on the River poster design contest that ends March 18<sup>th</sup>. The contest is to attract local artists to design the new poster. There will be a \$500 award.

A subcommittee was formed with Chavez, Bowers, and Dunn.

### **BUDGET**

Commissioner Petersen gave an overview of the budget. The Commission decided to pause the Banner Project.

### **BIKE RACK PROJECT**

Vice Chair Imhof met with Pam Adams, head teacher at the St. Helens High School Metal Shop. Imhof also presented a design idea of a rack made from an oil can.

Possible bike rack locations are Vault, IGA Market, Top Notch, and the Columbia Movie Theater. Imhof will meet with City Planner Jacob Graichen to discuss city right-of-ways.

### **BANNER PROJECT**

Nothing new to report.

### **SUMMER ARTS IN THE PARK**

Commissioner Patterson and Chair Chavez volunteered to help with the Trash Can Painting Contest. He would like to look for sponsors and get started on a to-do list.

### **COMMUNITY NEWS**

Library Director Jeffries said one of the library board members is a sculptor. She would like to have quarterly art shows at the Library. Luanne Kreutzer will give a talk about her art at the Library on May 3<sup>rd</sup> at 7:00 p.m.

The annual Priming Party will be held on June 25<sup>th</sup> at Jeffries home.

### **ADJOURNMENT**

The meeting was adjourned at 7:40 p.m.

### **NEXT MEETING**

The next is scheduled for Tuesday, February 23, 2016 at 6:30 p.m.



Submitted by:

Jennifer Johnson  
Utility Billing Specialist

*Present=P Absent=A*

Date	Dunn	Petersen	Dillard	Bowers	Imhof	Chavez	Patterson
January 26, 2016	P	P	A	P	P	P	P

**City of St. Helens**  
**Arts & Cultural Commission**  
**Public Hearing: Gateway Sculpture Phase II**  
**Regular Meeting**  
**Minutes from Tuesday September 22, 2015**  
City Council Chambers

**Members Present**

Kannikar Petersen  
Rosemary Imhof  
Kevin Chavez, Chair  
Luanne Kreutzer  
Susan Patterson

**Councilors in Attendance**

Susan Conn  
Ginny Carlson

**Staff Present**

Jennifer Johnson, Secretary  
Margaret Jeffries, Library Director  
Jon Ellis, Finance Director  
Jenny Dimsho, Assistant Planner

**Members Absent**

Diane Dillard, Vice Chair

**Guests**

Ean Eldred  
John Kashiwabara  
Bill Blank  
Agnes Petersen  
Al Petersen



**Call Public Hearing to Order**

Chair Chavez called the Public Hearing to order at 5:31 p.m.

**Introduction**

Petersen gave an overview of the Gateway Project Phase II. Rhiza A+D was chosen from the RFP submittals to present at the Public Hearing.

**Rhiza A+D Presentation**

John Kashiwabara and Ean Eldred gave an overview of Rhiza's background. Past work was shown on the overhead screen.

Kashiwabara described the concept of the design. They described the literal concept of how fish need trees and trees need fish. They wanted to incorporate the strong salmon culture in our area to the sculpture. The Salmon tree sculpture evolved from those ideas. The piece tells a story.

**Visitor Comments**

- Bill Blank asked if there would be plaques with the sculpture to tell the story. Commissioner Petersen mentioned that there is no sidewalk on the east side of the highway. There is a possibility the plaque would be placed on the west side along the

sidewalk.

- Agnes Petersen commented about the original dim lighting on the Gateway Project Phase I. She asked if it would possible to have this sculpture lit from above. Eldred said having a thinner material and brighter color will help with the lighting. Kashiwabara said they will test the sculpture lighting before it is installed. Commissioner Petersen asked if the sculpture would be powder coated. The Sculpture will be painted with a wet paint three part system, an ODOT standard.
- Finance Director Jon Ellis asked about testing of wind loads. Kashiwabara said they have a background in architecture and don't design sculptures that are prone to wind shear. They will also be working with knowledgeable engineers for testing and designing.

With a budget of \$37,000 the artists feel they will be able to fabricate this project within the budget.

The overall opinion of all the visitors was very positive. Everyone loved the story the sculpture represents.

### **Adjournment**

With no further questions or presentation by the artists, the hearing was adjourned at 6:36 p.m. by Chair Chavez.



### **Call meeting to order**

Chair Chavez called the meeting to order at 6:50 p.m.

### **Rhiza A+D Presentation Discussion**

Chair Chavez likes the idea of a story behind the sculpture. Kreutzer likes how enthusiastic the artists are in working with the Commission. Petersen likes the hands on development of the sculpture. All of the labor is in-house at their shop.

**Motion:** Commissioner Petersen recommended to City Council approve Rhiza A+D's Design for the Salmon Tree Cycle and approve the first part of the contract for \$2000 for marketing illustrations. Commissioner Imhof seconded. All in favor; none opposed; motion carries.

### **Visitors**

No comments

### **Approval of the Minutes for August 25, 2015**

**Motion:** Commissioner Kreutzer moved to approve the minutes for August 25, 2015. Commissioner Petersen seconded. All in favor; none opposed; motion carries.

### **Fiscal Report**

The Commission reviewed the fiscal report. Nothing new.

### **Pumpkin Carving Contest**

Tina Curry has started promoting the contest. The event has had lots of hits on Facebook. Pumpkins will be displayed in the Council Chambers windows. Commissioner Petersen volunteered to build display shelves.

### **Bike Racks**

Imhof is working with the High School again to produce bike racks similar to those done last year. Top Notch Thrift Shop and IGA Marketplace are possible locations for the next bike racks. Petersen mentioned a reminder that the bike racks are art pieces and should be placed in a visible location.

### **Banner Project**

Nothing new to report at this time.

### **Grant and Fundraising**

Petersen and Assistant Planner Jenny Dimsho met to discuss the National Endowment for the Arts grant. After much research, they came to the conclusion that the grant focuses on a different kind of project than the Gateway Phase II. They will not be applying for that grant for this project.

Kickstarter will be used as a fundraiser as well as for marketing. Dimsho will be helping with the Kickstarter plan. Dimsho talked about the success stories with Kickstarter on other projects in smaller communities. There is a 5% fee for using Kickstarter. Mini sculpture pins is an idea for marketing. A fund goal must be set and met with Kickstarter to receive the funds otherwise it is refunded back to the pledgers. You can run your campaign for up to sixty days. The most popular donation amount is \$25.

Petersen and Chavez volunteered to be part of a subcommittee. An email will also go around at a later time.

The Commission thanked Commissioner Kreutzer for her time spent on the Commission.

### **Adjournment**

The meeting was adjourned at 7:30 p.m.

### **Next Meeting**

The next meeting is scheduled for Tuesday, October 27, 2015 at 6:30 p.m.

CR

Submitted by:

Jennifer Johnson  
Utility Billing Specialist

*Present=P Absent=A*


Date	Kreutzer	Petersen	Dillard	Vac	Imhof	Chavez	Patterson
September 22, 2015	P	P	A	-	P	P	P

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 02/23/2016 - 2:05PM  
 Batch: 00009.02.2016 - 02/23 FY 15-16



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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201 LIBERTY ST. SE									
SALEM, OR 97301									
GR.HOTEL									
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012-102-490000 Professional development				CIS CONFERENCE KATHY PAYNE					
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FEB 23 2016	2/23/2016	130.90	0.00	02/23/2016				False	0
012-106-490000 Professional development				CIS CONFERENCE CAROL GREEN CONF 386557					
FEB 23 2016 Total:		130.90							
GRAND HOTEL IN SALE		392.70							
Report Total:		392.70							

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 02/25/2016 - 10:10AM  
 Batch: 00008.02.2016 - 02/26 FY 15-16



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AMANI CENTER									
PO BOX 1001									
ST. HELENS, OR 97051									
007578									
FEB 2016	2/24/2016	1,000.00	0.00	02/26/2015				False	0
001-000-207600 Enterprise Zone Pass Through									
				ENTERPRISE ZONE CONTRIBUTION					
	FEB 2016 Total:	1,000.00							
	AMANI CENTER Total:	1,000.00							
AMAZON.COM									
PO BOX 530958									
ATLANTA, GA 30353-0958									
001145									
FEB 2016	2/10/2016	110.88	0.00	02/26/2015				False	0
001-004-457000 Office Supplies									
				MATERIALS					
	FEB 2016 Total:	110.88							
	AMAZON.COM Total:	110.88							
BEMIS PRINTING									
267 S 1ST STREET									
ST. HELENS, OR 97051									
002701									
6681	2/11/2016	49.90	0.00	02/26/2015				False	
001-103-457000 Office supplies									
RUBBER STAMPS									



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
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0002609	2/12/2016	200.00	0.00	02/26/2015				False	0
001-000-204000 Bail Deposit				BOND TRANSFER					
0002609 Total:		200.00							
BOURLAND, STEVEN To		200.00							
BUTLER, WILLIAM J. 6253 SE PREMIER CT. MILWAUKIE, OR 97267 BUTLER									
FEB 2016	2/19/2016	212.44	0.00	02/26/2015				False	0
001-000-354000 Misc Revenue				PAID PCC AND MUN. COURT DEBT. REFUND					
FEB 2016 Total:		212.44							
BUTLER, WILLIAM J. To		212.44							
CENTER POINT PUBLISHING P.O. BOX 1 THORNDIKE,, ME 04986-0001 006281									
1355938	2/5/2016	150.00	0.00	02/26/2015				False	0
001-004-511000 Printed Materials				1355938 BOOKS					
1355938 Total:		150.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
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<hr/>									
CENTER POINT PUBLIS		150.00							
CENTERLOGIC, INC. 7414 NE HAZEL DELL AVE SUITE B VANCOUVER, WA 98665 011595									
33396	2/18/2016	204.45	0.00	02/26/2015	IT SUPPORT			False	0
012-101-500000 Information services									
33396	2/18/2016	136.30	0.00	02/26/2015	IT SUPPORT			False	0
001-100-500000 Information services									
33396	2/18/2016	272.86	0.00	02/26/2015	IT SUPPORT			False	0
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33396	2/18/2016	136.30	0.00	02/26/2015	IT SUPPORT			False	0
001-104-500000 Information services									
33396	2/18/2016	32.50	0.00	02/26/2015	IT SUPPORT			False	0
001-002-500000 Computer System Maint.									
33396	2/18/2016	105.00	0.00	02/26/2015	IT SUPPORT			False	0
001-004-500000 Computer Maintenance									
33396	2/18/2016	259.13	0.00	02/26/2015	IT SUPPORT			False	0
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33396	2/18/2016	300.07	0.00	02/26/2015	IT SUPPORT			False	0
012-102-500000 Information services									
33396	2/18/2016	722.70	0.00	02/26/2015	IT SUPPORT			False	0
012-106-500000 Information services									
33396	2/18/2016	559.44	0.00	02/26/2015	IT SUPPORT			False	0
013-402-500000 Information services									
33396	2/18/2016	16.25	0.00	02/26/2015	IT SUPPORT			False	0
017-417-501000 Operating materials and suppli									
33396 Total:		2,745.00							
CENTERLOGIC, INC. To		2,745.00							

CENTURY LINK  
PO BOX 91155  
SEATTLE, WA 98111-9255

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FEB 2016	2/17/2016	20.35	0.00	02/26/2015				False	0
018-020-458000 Telecommunication Expense				025B					
FEB 2016	2/17/2016	20.35	0.00	02/26/2015				False	0
018-019-458000 Telecommunication Expense				025B					
FEB 2016 Total:		81.41							
CENTURY LINK Total:		81.41							
CENTURY LINK									
P O BOX 29080									
PHOENIX, AZ 85038-9080									
034004									
B11166428016042	2/11/2016	88.43	0.00	02/26/2015				False	0
001-002-458000 Telephone Expense				1664					
B11166428016042 Total:		88.43							
B11166583916046	2/15/2016	88.40	0.00	02/26/2015				False	0
017-417-458000 Telephone expense				1665					
B11166583916046 Total:		88.40							
CENTURY LINK Total:		176.83							
CINTAS CORPORATION									
CINTAS FIRST AID & SAFETY									
PO BOX 631025									
CINCINNATI, OH 45263-1025									
037620									
5004524452	2/23/2016	66.19	0.00	02/26/2015				False	0
012-107-457000 Office supplies				CABINET REFILL CITY HALL					
5004524452 Total:		66.19							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
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5004524454	2/23/2016	107.11	0.00	02/26/2015				False	0
013-403-470000 Building				CABINET REFILL					
5004524454 Total:		107.11							
CINTAS CORPORATION		173.30							
CINTAS CORPORATION-463									
PO BOX 650838									
DALLAS, TX 75265-0838									
006830									
463620631	2/22/2016	44.11	0.00	02/26/2015				False	0
018-019-470000 Building Expense				MATS					
463620631	2/22/2016	44.12	0.00	02/26/2015				False	0
018-020-470000 Building Expense				MATS					
463620631 Total:		88.23							
463620635	2/22/2016	38.84	0.00	02/26/2015				False	0
013-403-470000 Building				MATS					
463620635 Total:		38.84							
CINTAS CORPORATION		127.07							
CITY COUNTY INSURANCE SERVICES									
1212 COURT STREET NE									
SUITE 301									
SALEM, OR 97301									
CITY/COU									
FEB 2016	2/24/2016	175.00	0.00	02/26/2015				False	0
012-101-490000 Professional development				2016 CONF REGISTRAION JOHN WALSH 10201PC					
FEB 2016 Total:		175.00							
CITY COUNTY INSURAN		175.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
CITY OF PORTLAND, ATTN; TESS TUQUERO 1111 SW 2ND AVENUE ROOM 1406 PORTLAND, OR 97204 POLICEBU									
PPB-022316	2/23/2016	25.00	0.00	02/26/2015				False	0
001-002-490000	Police Training/Supplies				REGISTRAION FEE AURORA CASE STUDY PRESENT.				
	PPB-022316 Total:	25.00							
	CITY OF PORTLAND, AT	25.00							
COASTWIDE LABORATORIES 39554 TREASURE CENTER CHICAGO, IL 60694-9500 007159									
2851663	2/11/2016	440.03	0.00	02/26/2015				False	0
013-403-457000	Office supplies				GO RAGS				
	2851663 Total:	440.03							
	COASTWIDE LABORATO	440.03							
CODE PUBLISHING, INC. 9410 ROOSEVELT WAY NE SEATTLE, WA 98115-2844 007162									
52221	2/19/2016	75.00	0.00	02/26/2015				False	0
012-102-554000	Contractual/consulting serv				NOV 2015-FEB 2016 MUN CODE				
	52221 Total:	75.00							
	CODE PUBLISHING, INC	75.00							
COLUMBIA CO. TREASURER 230 STRAND STREET COLUMBIA COUNTY COURTHOUS									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
ST. HELENS,, OR 97051									
007701									
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001-000-236000 County assessments				JAIL ASSESSMENT					
FEB 2016	2/19/2016	223.00	0.00	02/26/2015				False	0
001-000-235000 State Assessments				COURT ASSESSMENT					
FEB 2016	2/19/2016	-34.20	0.00	02/26/2015				False	0
001-000-341000 Fines				CITY COURT COSTS					
FEB 2016	2/18/2016	601.16	0.00	02/26/2015				False	0
001-000-236000 County assessments				JAIL ASSESSMENT					
FEB 2016	2/18/2016	477.00	0.00	02/26/2015				False	0
001-000-235000 State Assessments				COUNTY ASSESSMENT					
FEB 2016	2/18/2016	-107.82	0.00	02/26/2015				False	0
001-000-341000 Fines				CITY COURT COSTS					
FEB 2016 Total:		1,278.14							
COLUMBIA CO. TREASU		1,278.14							
COLUMBIA CO. WOMEN'S RESOURCE CENTER PO BOX 22 ST. HELENS, OR 97051									
007702									
FEB 2016	2/24/2016	1,000.00	0.00	02/26/2015				False	0
001-000-207600 Enterprise Zone Pass Through				ENTERPRISE ZONE CONTRIBUTION					
FEB 2016 Total:		1,000.00							
COLUMBIA CO. WOMEN		1,000.00							
COLUMBIA COUNTY ECONOMIC TEAM P.O. BOX 1653 ST HELENS, OR 97051									
007573									
FEB 2016	2/24/2016	5,000.00	0.00	02/26/2015				False	0
001-000-207600 Enterprise Zone Pass Through				ENTERPRISE ZONE CONTRIBUTION					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
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	FEB 2016 Total:	5,000.00							
	COLUMBIA COUNTY EC	5,000.00							
COLUMBIA COUNTY RIDER ATTN: JANET WRITE 230 STRAND STREET ST HELENS, OR 97051 007766									
FEB 2016	2/24/2016	1,500.00	0.00	02/26/2015	ENTERPRISE ZONE CONTRIBUTION			False	0
001-000-207600 Enterprise Zone Pass Through									
	FEB 2016 Total:	1,500.00							
	COLUMBIA COUNTY RI	1,500.00							
COLUMBIA HUMANE SOCIETY 2084 OREGON STREET PO BOX 845 ST HELENS, OR 97051 008162									
FEB 2016	2/24/2016	1,000.00	0.00	02/26/2015	ENTERPRISE ZONE CONTRIBUTION			False	0
001-000-207600 Enterprise Zone Pass Through									
	FEB 2016 Total:	1,000.00							
	COLUMBIA HUMANE S	1,000.00							
COLUMBIA LEARNING CENTER P.O. BOX 1094 ST. HELENS,, OR 97051 008152									
FEB 2016	2/24/2016	1,000.00	0.00	02/26/2015	ENTERPRISE ZONE CONTRIBUTION			False	0
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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
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	COLUMBIA LEARNING	1,000.00							
COLUMBIA PACIFIC FOOD BANK P.O. BOX 1031 ST. HELENS, OR 97051 008275									
FEB 2016	2/24/2016	1,500.00	0.00	02/26/2015				False	0
001-000-207600 Enterprise Zone Pass Through				ENTERPRISE ZONE CONTRIBUTION					
	FEB 2016 Total:	1,500.00							
	COLUMBIA PACIFIC FO	1,500.00							
COLUMBIA RIVER FIRE & RESCUE ADMINISTRATIVE OFFICE 270 COLUMBIA BLVD. ST. HELENS, OREGON, 97051 029270									
FEB 2016	2/24/2016	1,500.00	0.00	02/26/2015				False	0
001-000-207600 Enterprise Zone Pass Through				ENTERPRISE ZONE CONTRIBUTION					
	FEB 2016 Total:	1,500.00							
	COLUMBIA RIVER FIRE	1,500.00							
COMCAST PO BOX 34744 SEATTLE, WA 98124-1744 COMCAST									
FEB 2016	2/24/2016	104.87	0.00	02/26/2015				False	0
017-417-459000 Utilities				3238 DOCKS					
FEB 2016	2/14/2016	119.10	0.00	02/26/2015				False	0
001-005-458000 Telephone Expense				9228 PARKS					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
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	FEB 2016 Total:	223.97							
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COMPUTYPE INC. PO BOX CM9496 ST PAUL, MN 55170 008724									
602692	2/12/2016	266.88	0.00	02/26/2015				False	0
001-004-457000 Office Supplies				MATERIALS					
	602692 Total:	266.88							
	COMPUTYPE INC. Total:	266.88							
CONSOLIDATED SUPPLY P O BOX 5788 PORTLAND, OR, 97228 009000									
S7640484.001	2/11/2016	936.98	0.00	02/26/2015				False	0
018-018-501000 Operating Materials & Supplies				MATERIALS					
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S7640484.002	2/9/2016	192.28	0.00	02/26/2015				False	0
018-018-501000 Operating Materials & Supplies				MATERIALS					
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S7641702.001	2/11/2016	227.25	0.00	02/26/2015				False	0
018-021-501000 Operating Materials & Supplies				MATERIALS					
	S7641702.001 Total:	227.25							
S7643143.001	2/16/2016	6,188.49	0.00	02/26/2015				False	0
018-021-501000 Operating Materials & Supplies				MATERIALS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
S7643143.001 Total:		6,188.49							
CONSOLIDATED SUPPL		7,545.00							
DASHER PRINTING SERVICES INC									
PO BOX 471024									
CHARLOTTE, NC 28247									
009961									
1014	2/5/2016	1,237.12	0.00	02/26/2015				False	0
001-004-457000 Office Supplies				CARD 1 KEY TAG					
1014 Total:		1,237.12							
DASHER PRINTING SER		1,237.12							
DEMCO, INC.									
PO BOX 8048									
MADISON, WI, 53708-8048									
010130									
5797475	2/8/2016	370.97	0.00	02/26/2015				False	0
001-004-457000 Office Supplies				MATERIALS					
5797475 Total:		370.97							
DEMCO, INC. Total:		370.97							
DEQ, OREGON									
ATTN: ACCOUNTING OFFICE									
811 SW 6TH AVE									
PORTLAND,, OR 97204-1390									
010137									
HSRAF16-1965	2/19/2016	166.43	0.00	02/26/2015				False	0
009-209-554100 Environmental review				PROJECT 163815-00 BOISE VENEER PLAN					
HSRAF16-1965 Total:		166.43							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
DEQ, OREGON Total:		166.43							
EAGLE STAR ROCK PRODUCTS, INC.									
P.O. BOX 750									
ST. HELENS, OR 97051									
010970									
30426	2/1/2016	123.81	0.00	02/26/2015				False	0
018-021-501000	Operating Materials & Supplies				ROCK-S VERNONIA STORM				
<hr/>									
30426 Total:		123.81							
<hr/>									
EAGLE STAR ROCK PRO		123.81							
EJ USA, INC									
PO BOX 644873									
PITTSBURGH, PA 15264-4873									
254896									
3924438	2/13/2016	1,000.00	0.00	02/26/2015				False	0
017-017-501000	Operating Materials & Sup.				MATERIALS HYD 3'0"				
<hr/>									
3924438 Total:		1,000.00							
<hr/>									
EJ USA, INC Total:		1,000.00							
FAMILYCIRCLE									
PO BOX 37425									
BOONE, IA 50037-0425									
011700									
FEB 2016	2/25/2016	19.98	0.00	02/26/2015				False	0
001-004-512000	Periodicals				MAGAZINE				
<hr/>									
FEB 2016 Total:		19.98							
<hr/>									
FAMILYCIRCLE Total:		19.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
INGRAM LIBRARY SERVICES, INC.									
INGRAM BOOK COMPANY									
P.O. BOX 502779									
ST. LOUIS, MO 63150									
016240									
91857436	2/10/2016	5.30	0.00	02/26/2015				False	0
001-004-511000 Printed Materials				BOOKS					
91857436 Total:		5.30							
91857437	2/10/2016	90.70	0.00	02/26/2015				False	0
001-004-511000 Printed Materials				BOOKS					
91857437 Total:		90.70							
91857438	2/10/2016	70.50	0.00	02/26/2015				False	0
001-004-511000 Printed Materials				BOOKS					
91857438 Total:		70.50							
91857439	2/10/2016	683.98	0.00	02/26/2015				False	0
001-004-511000 Printed Materials				BOOKS					
91857439 Total:		683.98							
91867975	2/11/2016	30.41	0.00	02/26/2015				False	0
001-004-511000 Printed Materials				BOOKS					
91867975 Total:		30.41							
91878912	2/11/2016	412.95	0.00	02/26/2015				False	0
001-004-511000 Printed Materials				BOOKS					
91878912 Total:		412.95							
91878913	2/11/2016	520.12	0.00	02/26/2015				False	0
001-004-511000 Printed Materials				BOOKS					
91878913 Total:		520.12							
91878914	2/11/2016	244.00	0.00	02/26/2015				False	0
001-004-511000 Printed Materials				BOOKS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
91878914 Total:		244.00							
91881712	2/12/2016	6.95	0.00	02/26/2015				False	0
001-004-511000 Printed Materials	BOOKS								
91881712 Total:		6.95							
91881713	2/12/2016	20.92	0.00	02/26/2015				False	0
001-004-511000 Printed Materials	BOOKS								
91881713 Total:		20.92							
91881714	2/12/2016	111.49	0.00	02/26/2015				False	0
001-004-511000 Printed Materials	BOOKS								
91881714 Total:		111.49							
91881715	2/12/2016	45.67	0.00	02/26/2015				False	0
001-004-511000 Printed Materials	BOOKS								
91881715 Total:		45.67							
91881716	2/12/2016	54.09	0.00	02/26/2015				False	0
001-004-511000 Printed Materials	BOOKS								
91881716 Total:		54.09							
INGRAM LIBRARY SERV		2,297.08							
LANG, ATTORNEY AT LAW, MARK J. P.O. BOX 1611 ST. HELENS, OR 97051 018006									
1577	1/27/2016	180.00	0.00	02/26/2015				False	0
001-103-554000 Contractual/consulting serv	ANDREW OROSCO								
1577 Total:		180.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
	LANG, ATTORNEY AT LA	180.00							
LAWSON PRODUCTS, INC. PO BOX 809401 CHICAGO, IL 60680-9401 018040									
9303877865	2/9/2016	308.08	0.00	02/26/2015				False	0
015-015-501000 Operating Materials & Supp				MATERIALS					
9303877865 Total:		308.08							
LAWSON PRODUCTS, IN		308.08							
MAUL FOSTER ALONGI, INC. 400 E. MILL PLAIN BLVD SUITE 400 VANCOUVER, WA 98660 019555									
25061	2/9/2016	865.00	0.00	02/26/2015				False	0
009-209-554100 Environmental review				PROJECT 0830.01.02 VENEER ON CALL SERVICES					
25061 Total:		865.00							
25062	2/9/2016	2,415.00	0.00	02/26/2015				False	0
009-209-554100 Environmental review				PROJECT0830.02.03 BWP ON CALL SERVICES					
25062 Total:		2,415.00							
MAUL FOSTER ALONGI		3,280.00							
MIDWEST TAPE P.O. BOX 820 HOLLAND, OH 43528 020427									
93651953	2/4/2016	20.99	0.00	02/26/2015				False	0
001-004-481000 Visual Materials				DVD CUSTOMER 2000010011					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
93651953 Total:		20.99							
93674339	2/11/2016	217.91	0.00	02/26/2015				False	0
001-004-481000	Visual Materials				DVD CUSTOMER 2000010011				
93674339 Total:		217.91							
93691338	2/17/2016	150.95	0.00	02/26/2015				False	0
001-004-481000	Visual Materials				DVD CUSTOMER 2000010011				
93691338 Total:		150.95							
MIDWEST TAPE Total:		389.85							
NURNBERG SCIENTIFIC									
PO BOX 408									
LAKE OSWEGO, OR 97034									
021703									
0153280-IN	2/16/2016	57.75	0.00	02/26/2015				False	0
018-019-501000	Operating Materials				MATERIALS				
0153280-IN	2/16/2016	57.75	0.00	02/26/2015				False	0
018-020-501000	Operating Materials & Supplies				MATERIALS				
0153280-IN Total:		115.50							
NURNBERG SCIENTIFIC		115.50							
OPTA									
4230 SE KING RD									
PNIB 238									
MILWAUKIE, OR 97222									
021715									
FEB 2016	2/18/2016	30.00	0.00	02/26/2015				False	0
001-105-490000	Professional development				ANNUAL MEMBERSHIP FEE HEIDI DAVIS				
FEB 2016 Total:		30.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
OPTA Total:		30.00							
OPUS:INTERACTIVE, INC. 1225 W BURNSIDE STREET SUITE 310 PORTLAND, OR 97209 021979									
275664	2/13/2016	39.00	0.00	02/26/2015				False	0
012-102-500000 Information services				5951					
275664 Total:		39.00							
276010	2/13/2016	5.00	0.00	02/26/2015				False	0
001-002-500000 Computer System Maint.				4775					
276010 Total:		5.00							
OPUS:INTERACTIVE, IN		44.00							
OREGON DEPT. OF REVENUE P.O. BOX 14110 SALEM, OR 97309-0910 023202									
FEB 2016	2/19/2016	1,214.76	0.00	02/26/2015				False	0
001-000-235000 State Assessments				STATE					
FEB 2016	2/19/2016	276.00	0.00	02/26/2015				False	0
001-000-235000 State Assessments				STATE DUII DIVERSION					
FEB 2016	2/19/2016	75.00	0.00	02/26/2015				False	0
001-000-235000 State Assessments				UNITARY					
FEB 2016	2/19/2016	7.00	0.00	02/26/2015				False	0
001-000-235000 State Assessments				STATE COURT FACILITY					
FEB 2016	2/19/2016	15.00	0.00	02/26/2015				False	0
001-000-235000 State Assessments				LEMLA					
FEB 2016	2/18/2016	2,459.58	0.00	02/26/2015				False	0
001-000-235000 State Assessments				STATE					
FEB 2016	2/18/2016	955.00	0.00	02/26/2015				False	0
001-000-235000 State Assessments				STATE DUII DIVERSION					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
FEB 2016	2/18/2016	574.21	0.00	02/26/2015				False	0
001-000-235000 State Assessments				UNITARY					
FEB 2016	2/18/2016	56.00	0.00	02/26/2015				False	0
001-000-235000 State Assessments				STATE COURT FACILITY INTOXICATED DRIVER					
FEB 2016	2/18/2016	53.00	0.00	02/26/2015				False	0
001-000-235000 State Assessments				LEMLA					
FEB 2016 Total:		5,685.55							
OREGON DEPT. OF REV		5,685.55							
Oregon Dept. of Water Resourcers 725 Summer Street NE Suite A Salem, OR 97301-1266 023025									
71924	2/12/2016	170.00	0.00	02/26/2015				False	0
017-517-546000 Forestry preservation				SALMONBERRY RESERVOIR 2016 DAM INFORMATI					
71924 Total:		170.00							
Oregon Dept. of Water Res		170.00							
PARENTS MAGAZINE P O BOX 37425 BOONE, IA 50037-0425 PARENTS									
FEB 2016	2/25/2016	7.99	0.00	02/26/2015				False	0
001-004-512000 Periodicals				MAGAZINE					
FEB 2016 Total:		7.99							
PARENTS MAGAZINE To		7.99							
ROBERT E. ELLINWOOD III TESTAMENTARY TRUST PO BOX 26 HILLSBORO, OR 97123-0026 54589									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
FEB 2016	2/19/2016	9.00	0.00	02/26/2015				False	0
001-000-311000 Business License					REFUND OVERPAYMENT BUS LIC 04318 REC 140805				
	FEB 2016 Total:	9.00							
	ROBERT E. ELLINWOOD	9.00							
SCAPPOOSE SCHOOL DISTRICT ATTN: MARY KRUM 33589 SE HIGH SCHOOL WAY SCAPPOOSE, OR 97056 030060									
FEB 2016	2/24/2016	1,500.00	0.00	02/26/2015				False	0
001-000-207600 Enterprise Zone Pass Through					ENTERPRISE ZONE CONTRIBUTION				
	FEB 2016 Total:	1,500.00							
	SCAPPOOSE SCHOOL D	1,500.00							
SHEDCO C/O DAN GARRISON 2114 COLUMBIA BLVD. ST. HELENS, OR 97051 SHEDCO									
FEB242016	2/24/2016	2,000.00	0.00	02/26/2015				False	0
001-000-207600 Enterprise Zone Pass Through					ENTERPRISE ZONE CONTRIBUTION				
	FEB242016 Total:	2,000.00							
	SHEDCO Total:	2,000.00							
SHRED-IT USA, LLC 23166 NETWORK PLACE CHICAGO, IL 60673-1252 SHRED-IT									
8120566877	1/31/2016	134.39	0.00	02/26/2015				False	0
001-002-473000 Miscellaneous Expense					POLICE SHRED 13664225				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
8120566877 Total:		134.39							
<hr/>									
SHRED-IT USA, LLC Tot		134.39							
<hr/>									
SNYDER, THE LAW OFFICE OF NOEL 4415 NE SANDY BLVD. SUITE 204 PORTLAND, OR 97213 018045									
12716	1/27/2016	280.00	0.00	02/26/2015				False	0
001-103-554000 Contractual/consulting serv				SCOTT FLINN					
<hr/>									
12716 Total:		280.00							
<hr/>									
20416	2/4/2016	80.00	0.00	02/26/2015				False	0
001-103-554000 Contractual/consulting serv				MARGARET GOODWIN					
20416	2/4/2016	120.00	0.00	02/26/2015				False	0
001-103-554000 Contractual/consulting serv				ABIGAIL SMITH					
<hr/>									
20416 Total:		200.00							
<hr/>									
SNYDER, THE LAW OFF		480.00							
<hr/>									
SOLUTIONS YES 7409 SW TECH CENTER DRIVE SUITE 100 PORTLAND, OR 97223 013581									
INV62971	2/18/2016	219.43	0.00	02/26/2015				False	0
012-107-502000 Equipment expense				CONTRACT C10184-01 COPIES ACCT C002					
<hr/>									
INV62971 Total:		219.43							
<hr/>									
SOLUTIONS YES Total:		219.43							

SOUTH COLUMBIA COUNTY

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
CHAMBER OF COMMERCE 2194 COLUMBIA BLVD. ST. HELENS, OR 97051 028700									
FEB 2016	2/24/2016	2,000.00	0.00	02/26/2015				False	0
001-000-207600 Enterprise Zone Pass Through				ENTERPRISE ZONE CONTRIBUTION					
FEB 2016 Total:		2,000.00							
SOUTH COLUMBIA COU		2,000.00							
ST. HELENS COMMUNITY FOUNDATION PO BOX 1532 ST HELENS, OR 97051 SHCF									
FEB 2016	2/24/2016	1,000.00	0.00	02/26/2015				False	0
001-000-207600 Enterprise Zone Pass Through				ENTERPRISE ZONE CONTRIBUTION					
FEB 2016 Total:		1,000.00							
ST. HELENS COMMUNI		1,000.00							
ST. HELENS SCHOOL DISTRICT 474 N 16TH STREET ST HELENS, OR 97051 028955									
FEB 2016	2/24/2016	1,500.00	0.00	02/26/2015				False	0
001-000-207600 Enterprise Zone Pass Through				ENTERPRISE ZONE CONTRIBUTION					
FEB 2016 Total:		1,500.00							
ST. HELENS SCHOOL DI		1,500.00							
ST. HELENS SENIOR CENTER P O BOX 692 ST. HELENS, OR, 97051 029275									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
FEB 2016	2/24/2016	1,000.00	0.00	02/26/2015				False	0
001-000-207600 Enterprise Zone Pass Through				ENTERPRISE ZONE CONTRIBUTION					
	FEB 2016 Total:	1,000.00							
	ST. HELENS SENIOR CE	1,000.00							
STAPLES BUSINESS ADVANTAGE									
DEPT LA									
PO BOX 83689									
CHICAGO, IL 60696									
031983									
3293184032	3/13/2016	116.93	0.00	02/26/2015				False	0
012-107-457000 Office supplies				OFFICE SUPPLIES					
	3293184032 Total:	116.93							
329384033	2/13/2016	61.39	0.00	02/26/2015				False	0
013-402-457000 Office supplies				MOUSE -SHARON D.					
	329384033 Total:	61.39							
	STAPLES BUSINESS AD	178.32							
THE LIBRARY CORPORATION									
PO BOX 1610									
INWOOD, WV 25428									
018420									
2016050092	2/16/2016	6,895.00	0.00	02/26/2015				False	0
001-004-500000 Computer Maintenance				LIBRARY SOLUTION SOFTWARE JUN 2016-MAY 2017					
	2016050092 Total:	6,895.00							
	THE LIBRARY CORP	6,895.00							
TUALATIN VALLEY WORKSHOP INC									
6615 SE ALEXANDER STREET									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
HILLSBORO, OR 97123									
033827									
0020376-IN	2/25/2016	1,354.31	0.00	02/26/2015				False	0
012-107-554000 Contractual/consulting serv				JANITORIAL SERVICE CITY HALL JAN 2016					
0020376-IN Total:		1,354.31							
0020377-IN	2/25/2016	1,318.70	0.00	02/26/2015				False	0
001-004-508000 Janitorial Services				JANITORIAL SERVICE JAN 2016 COL CENTER					
0020377-IN Total:		1,318.70							
0020378-IN	2/25/2016	475.14	0.00	02/26/2015				False	0
001-002-508000 Janitorial Services				JANITORIAL SERVICE JAN 2016 POLICE					
0020378-IN Total:		475.14							
0020379-IN	2/25/2016	163.97	0.00	02/26/2015				False	0
018-019-470000 Building Expense				JANITORIAL SERVICE JAN 2016 WWTP					
0020379-IN	2/25/2016	163.96	0.00	02/26/2015				False	0
018-020-470000 Building Expense				JANITORIAL SERVICE JAN 2016 WWTP					
0020379-IN Total:		327.93							
TUALATIN VALLEY WO		3,476.08							
VERNON, VICKI R.									
ATTORNEY AT LAW									
10211 SW BARBUR BLVD.STE.207A									
PORTLAND, OR 97219									
034920									
FEB 2016	2/16/2016	320.00	0.00	02/26/2015				False	0
001-103-554000 Contractual/consulting serv				ALFREDA BLAIR 2015-CR-000269					
FEB 2016	2/16/2016	140.00	0.00	02/26/2015				False	0
001-103-554000 Contractual/consulting serv				KENNETH KEARSE 2012-CR-000263					
FEB 2016 Total:		460.00							
VERNON, VICKI R. Total		460.00							

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

WILD CURRANT RESTAURANT  
201 S FIRST STREET  
ST. HELENS, OR 97051

037008

3453

2/18/2016

335.00

0.00

02/26/2015

False

0

SOUP DINNER

001-004-517000 Library Program

3453 Total:

335.00

WILD CURRANT RESTA

335.00

Report Total:

64,169.43

City of St. Helens  
**Bicycle & Pedestrian Commission**

**Meeting Minutes**

**November 23, 2015**

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<b>Members Present:</b>	Paul Barlow, Vice Chair Cindy Sutliff, Chair Cynthia Sweet, Commissioner Sean Cearley, Commissioner
<b>Staff Present:</b>	Keith Locke, City Council Shanna Duggan, Secretary
<b>Members Absent:</b>	Benjamin Tiscareno, Commissioner
<b>Visitors:</b>	None

**Call Meeting to Order-**

Meeting was called to order at 6:30 p.m.

**Public Comment-**

No Comments

**Approval of minutes June 25, 2015-**

Vice Chair Barlow moved to approve the June 25, 2015 minutes. Commissioner Cearley seconded. All in favor; none opposed; motion carries.

**Review Account Fund Balance – Payments to be approved**

No new updates.

**Recommendations for City Council-** The Bicycle and Pedestrian Commission recommends a flashing light be installed at the Lewis and Clark crossing areas on Columbia Blvd. In the recent months two instances that have resulted in accidents. If only one light can be installed the Commission recommends that it be on the side of Red Apple.

In the Recognition from the League of American Bicyclists, St. Helens was not granted the bike friendly status because of the lack of bike racks. The Commission recommends the City subsidizes part of the cost to install bike racks in front of City businesses and also install them.

The Commission would like to use the Bicycle and Pedestrian Commission's account with the City for their bicycle event in June. There will be payments going to and from people and other vendors that will need a place to credit and be paid from.

Councilor Locke will be presenting the recommendations to the City Council at the next meeting.

**PTO Meeting – (Open)**

No update.



**Bike & Pedestrians on the Road – (Open)**

No update.

**Safe Pedestrian Travel Update – (Open)**

No update.

**Bike and Pedestrian Trails and Paths – (Open)**

No update.

**Updates on Community activities and other events/fundraisers – (Open) *what is coming up?***

Commissioner Cearley will be getting quotes for stickers and window clings for the commission to hand out at the bike safety assemblies and other activities. He will report through email before the next meeting what the cost for the stickers and window clings will be so the commission can discuss it further.

**Other-**

Councilor Locke reported that the City Of St. Helens Youth Council is taking over the reflector sales and will be using the profits from the reflectors for projects the Youth Council will be doing.

**Adjournment –**

Meeting adjourned at 7:15 p.m.

**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>
• Columbia Tavern	RL Sharp Inc.	467 Old Portland Road	Renewal
• Dockside Steak & Pasta	In-Time Inc.	343 S. 1 <sup>st</sup> Street	Renewal
• El Tapatio Restaurant	Guitron-Galvan Inc.	2105 Columbia Blvd.	Renewal
• Just Fish N Chips	Johnson, Janice	2575 Sykes Road	Renewal
• Klondike Restaurant & Bar	Klondike Restr. Group LLC	71 Cowlitz Street	Renewal
• Kuy's Oriental Cuisine	Lim, Chihui K.	524 Milton Way	Renewal
• Lori's Lounge	CJ Eateries LLC	2296 Gable Rd. #210	Renewal
• Miyako Restaurant	Miyako Inc.	1835 Columbia Blvd.	Renewal
• Pour House, The	C&S Pour House Inc.	2098 Old Portland Road	Renewal
• Safeway Store #424	Safeway Inc.	795 S. Columbia River Hwy.	Renewal
• Sherlocks Grocery	Kirat Corporation	155 N. Vernonia Road	Renewal
• Walmart Store #2422	Wal-Mart Stores Inc.	2295 Gable Road	Renewal
• Zatterbergs Market	Kim, Justin C.	770 West Street	Renewal

## City of St. Helens

### *Consent Agenda for Approval*

## CITY COUNCIL MINUTES

Presented for approval on this 16<sup>th</sup> day of March, 2016 are the following Council minutes:

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2016

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- Work Session, Special Session and Regular Session Minutes dated February 17, 2016
- Work Session and Regular Session Minutes dated March 2, 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

February 17, 2016

**Members Present:** Randy Peterson, Mayor  
Keith Locke, Councilor  
Susan Conn, Councilor  
Ginny Carlson, Councilor

**Members Absent:** Doug Morten, Council President

**Staff Present:** John Walsh, City Administrator  
Jon Ellis, Finance Director  
Kathy Payne, City Recorder  
Terry Moss, Police Chief  
Neal Sheppard, Public Works Operations Director  
Sue Nelson, Public Works Engineering Director  
Anya Moucha, Mainstreet Program Coordinator  
Jenny Dimsho, Assistant Planner  
Riki Frappier, Municipal Court Clerk

**Others:** Brent Keller  
Amanda Renner

Pat Welle  
Lisa Beggio

Nicole Thill  
Tina Curry

Mayor Randy Peterson called the meeting to order at 1:00 p.m.

### Visitor Comments

♦Lisa Beggio. She is the Program Director for the Columbia Humane Society. On November 24, the Board President presented the City with an invoice that included February – June 2015 shelter fees, which was prior to the County taking over St. Helens dog licenses. They were under the impression the \$500/month was to be paid by the City during that time. The County would take over those funds July 1 and pay the Humane Society the remainder of those fees. The City issued a \$2,500 check on December 3. They were later approached by Mr. Ellis, saying there was an issue with the legitimacy. They are now asking the Council to honor the \$2,500 that they feel is owed for the sheltering of the animals from February – June. The County began paying the fee in July.

Finance Director Ellis explained that the County informed us that they would be paying that amount beginning in February. We ignored the invoices that came in. When he was out for surgery, Account Technician Carol Green received an invoice. She reviewed it and noticed that we were behind on the payment, so made the payment. County Animal Control Officer Roger Kadell believes that the City should pay the fee based on fees they collected for multiple year dog license renewals.

**Motion:** Upon Locke's motion and Carlson's second, the Council unanimously authorized the \$2,500 payment to cover February – June 2005 shelter fees.

## **Employee Length of Service Awards**

We have three employees who have reached big milestones in their employment with the City of St. Helens. The following individuals will receive a certificate and pin at the February 17 Council work session.

### **15 Years**

**Sue Nelson** came to work for the City in January of 2001 as a Civil Engineer working on an hourly basis. She was then hired in February of 2001 as a regular full-time Civil Engineer. In July of 2004, she was promoted to Engineering Supervisor. From January of 2012 to July of 2015 she was working as an Interim Public Works Co-Director, after which she was reclassified as the Public Works Engineering Director. Sue runs a tight Engineering Division and is very detail-oriented. She is a huge asset to the City and one of the most pleasant people to work with.

### **5+ Years**

*Nicole was unable to attend due to staffing shortages today. She will be recognized at the next meeting on March 2.*

**Nicole Woodruff** is an avid reader who began working for the City in August of 2008 as a part-time Library Assistant. In addition to her primary duty of serving Library patrons at the front desk, Nicole plans the annual observation of Banned Books Week and serves as the Library Board secretary. She is also the Library employee that manages all aspects of the Oregon Humanities Conversation Projects that the Library has hosted in recent years. Nicole has been a valuable asset to the St. Helens Public Library.

### **5 Years**

**Riki Frappier** began working for the City in January of 2011 where she filled the part-time Deputy Court Clerk position. She became an Office Assistant in June of 2012. She has worked in all aspects of the court, accounts payable and utility billing. On January 20 of this year, she officially was promoted to Municipal Court Clerk, after serving as the interim Court Clerk for six months. She always rises to the occasion in her usual full-throttle and nonsensical manner. The City is fortunate to have employees, such as Riki, that are dedicated and versatile.

**Congratulations to Sue, Nicole and Riki, and thank you** for your service!

### **Annual Report from City Forester**

Brent Keller from Mason, Bruce and Girard (the City's Forester), was in attendance to give his report, which is included in the archive packet for this meeting. They've been managing the City's forest property for 10 years.

Councilor Locke asked how the dry summer months affected the forest. Keller did not notice problems from the one bad summer. If it continues like that every summer, they could start having problems. Locke also asked if we are out of poles. Keller confirmed we are out of the tall, utility type poles.

Public Works Operations Director Sheppard asked if we lost much in the windstorm. Keller confirmed it was not much.

### **Milton Creek Large Woody Debris Project**

Pat Welle from the Scappoose Bay Watershed Council was in attendance to update the Council on this project. She presented a PowerPoint presentation that is included in the Council archive packet for this meeting.

The purpose of the project is to increase the amount of large wood in the stream to allow the sediment accumulation to improve the water quality habitat for fish. She reviewed the 2012 Limiting Factor Analysis for Milton Creek. It describes anchor sites, which they want to protect.

### **Mainstreet Program 2<sup>nd</sup> Quarter Report**

Mainstreet Program Coordinator Anya Moucha was in attendance to give her 2<sup>nd</sup> quarter report, which is included in the archive packet for this meeting.

Councilor Carlson recalls SHEDCO talking about doing a wine or evening event but she hasn't see anything. Are they moving away from events? Anya said no. They had some requests to have adult only events, so they are looking into that. They are also talking about having a product walk, to highlight St. Helens products.

### **Discussion on Columbia View Park Upgrades**

Tina Curry reported that she has been busy compiling event activities. She has spoken with most of the downtown business owners about the stage. They are all in favor of having a new venue to draw more people in during the summer. She has also spoken with Jeff Kemp at Pacific Stainless about the design and specifications. He will be getting back to her on that. In trade for naming rights, she was able to procure 100% funding for it. There will be no cost to the City. A temporary staging floor could be installed, so cement would not need to be poured. That would allow the stage to be moved in the future. The funding was a three-year commitment.

Councilor Locke suggested they use a portable stage? Curry explained that it would be really expensive. She has researched it and for the size they need it would cost \$50,000-80,000.

Discussion ensued about the stage. Mayor Peterson was concerned about the canopy sails flapping in the wind. Curry explained that they will be pulled tight and done correctly. She has them at her house and they do not make noise. However, they do need to be taken down if there is 100mph winds. Public Works Operations Director Sheppard was concerned that the money secured would not be enough to cover the underground electrical work plus the stage materials and labor. Curry reported that she has secured \$24,000. Sheppard added that the stage location is proposed to go right over electrical and internet lines that were recently installed. Public Works Engineering Director Nelson talked about the fill material in the park. That would have to be considered when putting in the stage. Curry will conduct more research and also consult with Public Works and the Building Department. A Public Forum will be held on March 16 to receive public input.

Update on proposed Fourth of July activities.

- Working with the Elks to host a pancake breakfast at the lodge and then come downtown from 2 – 10 p.m. to sell concessions.
- The Library is not hosting a Big Rig Day this year. Curry is looking into having big rigs and emergency response vehicles downtown for kids to touch and climb on.
- Hold activities between 11 a.m. – 11 p.m.
- Hit Machine will be the musical entertainment.
- She is meeting with Western Display Fireworks in March. They said it would be significantly better if we did not shoot the fireworks from Sand Island.
- Heidi is helping with the Special Use Permits. They are considering not having alcohol.
- They are looking at renting parking spaces on the Waterfront property for tailgating.
- Face painting, pony rides, bonfire, etc.

Update on proposed Spirit of Halloweentown activities.

- Found a cab that looks like the one from the movie. Corwin Beverage in Vancouver owns it. She is working with them to use it for the month of October.

### **Department Reports**

**Police Chief Moss** reported...

- Happy to report that we have offered employment to two new police officers. They will be sworn in at the March 2 Council meeting. Christopher Ward is one of our reserve officers. Bryan Cutright is currently a dispatcher at C-COM.

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

- Looked into getting better access to the roof for maintenance. A contractor has given us a quote to install a hatch and ladder in the upstairs closet. It will cost approximately \$2,700.

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

- Nothing to report.

**Finance Director Ellis** reported...

- Summarized the resolution on tonight's agenda for re-appropriation of funds.
- Reviewed the budget policy. Staff has the authority to make purchases up to \$5,000. Councilors overseeing those departments have the authority to make purchases up to \$10,000. However, funds need to be available and used within appropriation intent. Staff does need to report those purchases to Council. Chief Moss expressed that he has been shopping for radios. Nearby agencies have found a less expensive alternate. He will report back to Council with quotes. \$10,500 will come from a grant from Port of St. Helens. It has to be used by June 30. There was no opposition from the Council to allocate \$20,000 for the purchase of the radios. Ellis will amend the resolution to include this request.
- He received additional information from the recommended phone vendor. He hopes to come back to the next meeting with a request to award the bid and a contract for approval.

**City Recorder Payne** reported...

- Nothing to report.

**City Administrator Walsh** reported...

- There is a new cannon in McCormick Park. A gentleman came in and claimed he had ownership rights to the existing cannon. He wanted to take it and replace it with a similar cannon. He raised concerns that it is live and fires. Walsh explained to him that there is a process to follow. As of Friday, a new cannon arrived and the existing one was taken without any further communication. Mayor Peterson said that we need to contact him and tell him what happened is unacceptable. He needs to come in and meet with us.
- The Waterfront Redevelopment Committee meeting went very well. Their next meeting is tentatively scheduled for March 15. Mayor Peterson would prefer meeting in late March or April.
- Attended the HEAL Cities luncheon as part of the Smart Growth Conference in Portland. St. Helens was recognized for our Healthy Eating Active Living "HEAL" program.
- He, Mayor Peterson and the Chamber will present their Community Collaboration project for the Portland State Oregon Innovation Award. They have made it into the final round.
- They have been discussing a new City website since he has worked here. A website demonstration will be conducted next week. Councilor Locke would like the website to include a store for the Youth Council to sell reflectors.



### **Council Reports**

**Mayor Peterson** reported...

- There is a Budget Orientation tonight at 6 p.m.

**Councilor Conn** reported...

- Nothing to report.

**Councilor Carlson** reported...

- Nothing to report.

**Councilor Locke** reported...

- FARA is non-profit. We can have a contract with them at no cost. It is open to the public now. There are different rates for Cascade employees, retirees and the public. City employees could use it as well, at the same rate as Cascade employees.
- He would like Jim Tierney to attend the March 2 work session to talk about affordable housing.
- The trail on the Waterfront property has been open now for six months. He has been talking to kids about the deteriorating skate park. More than half is unusable. He would like to consider using some of the waterfront property for bicycles and skateboards.

### **Other Business**

No other business.

There being no further business, the meeting was adjourned at 2:43 p.m.

ATTEST:

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

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



# City of St. Helens CITY COUNCIL

Special Session Minutes

February 17, 2016

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

**Council Members Absent:** Doug Morten, Council President

**Budget Committee Appointees Present:** Patrick Birkle  
Paul Barlow  
Garrett Lines  
Mike Funderburg  
Bill Eagle

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

**Others:** Kenny Allen



**6:00PM – Call Special Session to Order – Mayor Peterson**

## **Fiscal Year 2016-17 Budget Orientation** **Introductions**

### **Visitor Comments**

No visitors commented.

### **Auditor's Presentation of Annual Financial Report Ending June 30, 2015**

Kenny Allen, Municipal Auditor from Pauly, Rogers and Co., PC, was in attendance to give a presentation. He reviewed the audit. There were no difficulties or disagreements with staff while performing the audit.

### **2015-16 Mid-Year Financial Report**

Finance Director Jon Ellis presented a PowerPoint presentation, a copy of which is available in the archive packet for this meeting.

Mayor Peterson asked how building permit revenues are greater than anticipated but system development charges (SDC) are lesser than anticipated. Public Works Engineering Director Nelson believes it is because SDC's are only charged when there is a new impact to the system. When the building permits are for remodeling or something that does not have a new impact to the system, then they don't pay SDC's. Ellis added that it is only a projection based on the

trend over the last couple years.

Ellis went on to review the general fund updated five year forecast, 2016-17 budget calendar and budget law.

The first Budget Committee meeting is Thursday, April 7.

**Adjourn** - There being no further business, the meeting adjourned at 6:54 p.m.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Randy Peterson, Mayor

# City of St. Helens CITY COUNCIL

## Regular Session Minutes

February 17, 2016

**Members Present:** Randy Peterson, Mayor  
Keith Locke, Councilor  
Susan Conn, Councilor  
Ginny Carlson, Councilor

**Members Absent:** Doug Morten, Council President

**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:** Nicole Thill Amanda Renner



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

**Pledge of Allegiance – Mayor Peterson**

**Invitation to Citizens for Public Comment**

No visitor comments.

### **Ordinances – Final Readings**

A. **Ordinance No. 3203:** An Ordinance Amending the St. Helens Municipal Code Chapters 17.16, 17.24, 17.32, 17.88, 17.152, and 18.32

Mayor Peterson read Ordinance No. 3203 by title for the final time. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Ordinance No. 3203. [Ayes: Locke, Carlson, Conn, Peterson; Nays: None]

### **Ordinances – First/Final Readings**

A. **Ordinance No. 3204:** An Ordinance to Annex and Designate the Zone of Certain Property at 35092 Pittsburg Road

Mayor Peterson read Ordinance No. 3204 by title for the first/final time. **Motion:** Upon Conn's motion and Carlson's second, the Council **unanimously** adopted Ordinance No. 3204. [Ayes: Locke, Carlson, Conn, Peterson; Nays: None]

### **Resolutions**

A. **Resolution No. 1732:** A Resolution Determining that Additional Nuisances Exist Upon Property Located Within St. Helens and Directing that Notice to Abate the Additional Nuisances be Posted on Said Premises

Mayor Peterson read Resolution No. 1732 by title. **Motion:** Upon Carlson's motion and Locke's

second, the Council unanimously adopted Resolution No. 1732. [Ayes: Locke, Carlson, Conn, Peterson; Nays: None]

**B. Resolution No. 1733:** A Resolution of the Common Council of the City of St. Helens, Oregon, Transferring Appropriations Within Funds

Mayor Peterson read Resolution No. 1733 by title. **Motion:** Upon Conn's motion and Carlson's second, the Council unanimously adopted Resolution No. 1733. [Ayes: Locke, Carlson, Conn, Peterson; Nays: None]

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

A. Notice of Measure Election for Annexation of 35092 Pittsburg Road

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

#### **Appointments to City Boards/Commissions**

No appointments.

#### **Consent Agenda for Acceptance**

A. Parks Commission Minutes dated December 14, 2015

B. Planning Commission Minutes dated January 12, 2016

C. Accounts Payable Bill List

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

#### **Consent Agenda for Approval**

A. Council Work Session, Public Hearing and Regular Session Minutes dated January 20 and February 3, 2016

B. Exclusive Use Permit: Girls Softball/SHHS JV Softball, Campbell Park Fields, March 28-June 30

C. OLCC Renewals

D. Accounts Payable Bill List

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

#### **Council Reports**

**Mayor Peterson** reported...

- Nothing to report.

**Councilor Conn** reported...

- Nothing to report.

**Councilor Carlson** reported...

- Nothing to report.

**Councilor Locke** reported...

- Nothing to report.

#### **Department Reports**

**Police Chief Moss** reported...

- He has been working with CCMH and the Sheriff's Office to develop a job description for the Crisis Intervention Team (CIT) Coordinator position. CCMH will coordinate the hiring and we will act as the pass-through for the funds, as the grant recipient. He hopes to have

someone on board in April.

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

- She is in the process of putting together a special pay request for the Godfrey Park project. It covers work that was done over and above the standard work contract. She would like to expedite that payment.

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

- They had a full dock load of yachters over the weekend. The main breaker blew and crashed the pedestals. They will need to reimburse some of the yachters since they ran their credit cards but never received electricity. Hamer Electric believes one of the yachts was not grounded properly. They are going to look into installing GFI's for each pedestal.

**Library Director Jeffries** reported...

- Author Maggie Stuckey will be at the Library tomorrow for a soup night. She will talk about building community around a bowl of soup.

**Finance Director Ellis** reported...

- Nothing to report.

**City Recorder Payne** reported...

- Nothing to report.

**City Administrator Walsh** reported...

- Update on the cannon. He spoke with the gentleman who took the cannon this afternoon. He was surprised we did not like the cannon he replaced ours with. He can send us a list of others he has to trade. Mayor Peterson would like him to show proof that he owns the other cannon. Walsh is continuing to work with him.
- He, Mayor Peterson and Natasha will be going to Portland State in the morning to present their project for the Oregon Innovation Award. The winner will receive 1,000 hours of academic staff time.

**Adjourn** - There being no further business, the meeting adjourned at 7:11 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

# City of St. Helens CITY COUNCIL

Work Session Minutes

March 2, 2016

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

**Members Absent:** Ginny Carlson, Councilor

**Staff Present:** John Walsh, City Administrator  
Jon Ellis, Finance Director  
Kathy Payne, City Recorder  
Margaret Jeffries, Library Director  
Neal Sheppard, Public Works Operations Director  
Sue Nelson, Public Works Engineering Director  
Nicole Woodruff, Library Assistant

**Others:** Jim Tierney Casey Mitchell Nicole Thill  
Amanda Renner Alex Tardif

Mayor Randy Peterson called the meeting to order at 1:00 p.m.

## Visitor Comments

♦Alex Tardif. He is running for County Commissioner Position 3. He decided to run for that position because he has watched our quality of life decline over the last few years. We need to become innovative and look at different options and resources to move us forward. He has continued to see countless wasteful use of taxpayers' dollars that do not seem to be substantiated. With his accounting and tax background, he sees a lot of areas for improvement. He graduated from the University of Portland with a Bachelors in Administration and a degree in Accounting. He began his career as an Income Tax Auditor for the State of Oregon. He witnessed blatant disregard for taxpayer dollars. He has since moved into the private sector helping businesses come into compliance with taxes, helping them get organized and move forward. He believes those skills will help the leadership in Columbia County to analyze their budget and see where we're spending money and should not be spending money. We need to give people the programs and resources they need but not waste their money.

## Employee Length of Service Award

We have an employee who has reached a big milestone in their employment with the City of St. Helens. The following individual will receive a certificate and pin.

## 5+ Years

**Nicole Woodruff** is an avid reader who began working for the City in August of 2008 as a part-time Library Assistant. In addition to her primary duty of serving Library patrons at the front desk, Nicole plans the annual observation of Banned Books Week and serves as the Library Board secretary. She is also the Library employee that manages all aspects of the Oregon Humanities Conversation Projects that the Library has hosted in recent years. Nicole

has been a valuable asset to the St. Helens Public Library.

Congratulations, Nicole, and thank you for your service!

### **Discussion on Affordable Housing**

Jim Tierney, Executive Director for Community Action Team (CAT), was in attendance to share concerns on affordable housing in our community. *He handed out a packet to each of the Council members, a copy of which is included in the archive meeting packet.* Since he started at CAT in 1984, there have been approximately \$140 million worth of projects. Columbia County is one of the hardest hit foreclosure counties in Oregon. The people living in those homes didn't leave the community, they went out and rented, so now there is a housing crisis there. He wants the Council to really think about the market. We are going to have to see some shrinking of our expectations. He was a realtor in Minneapolis when he was 21. At that time, the typical home was between 800 and 1,200 sq. ft. If you build a housing project for the State of Oregon Community Service Department, your three-bedrooms have to have 1,300 sq. ft. and two bathrooms. CAT is turning away a significant amount of money for the homeless because we cannot find rentals to place them. By not spending those funds, it makes it difficult for us to ask for funds in the future. It's a crisis. They are conducting a study in Tillamook County. One of the participants is living with her family in her car while she tries to find a house. He would like to partner with the City to conduct a market study. He believes the study would cost approximately \$10,000. Looking at inventory, they could help with low interest loans. He suggests the City form partnerships with CAT or the housing authority.

Mayor Peterson likes the idea of conducting an inventory study. They have talked in the past about using some of the City-owned vacant lots to build self-help homes. Jim wants to help with that. Magic happens when people have to build their own wealth. The cost of rent doesn't equal the cost to develop.

Councilor Conn agrees with conducting a market study. There is obviously a shortage of housing. Jim talked about a similar study being done in Tillamook.

Council President Morten thanked Jim for the insightful presentation. It made him more aware of the possibilities. What is the typical profile of people who are homeless compared to the profile of people who apply for affordable housing? Jim explained that there isn't just one. Martha at CAT knows the most about homelessness. There are a variety of causes; such as, an illness in the family, drug and/or alcohol abuse in the family, loss of a job, etc. We have to understand the barriers and how people got there. We have an increasingly difficult economy in which to get by. They say 75% of Americans are one paycheck away from not paying their bills. We are seeing more and more that it's about families. When Rocky was here, we set a priority to help families with children first. One of their clients graduated and bought a house. They are working on an agreement with the State to use some of their resources to acquire property for additional Housing First models.

Councilor Locke appreciates Jim coming in and addressing their programs. Locke has been on the board for seven or eight years. He is amazed at how much CAT has done to help.

Councilor Conn expressed her appreciation for Jim coming in as well.

### **Review Proposed 2016 Council Goals**

City Administrator John Walsh presented the proposed goals that were discussed at the Council retreat last month. A copy is included in the archive meeting packet.



The Council concurred with the goals. Walsh will give the department heads an opportunity to review the draft and then bring it back to the next Council meeting.

### **Discuss Appointment to CCET Board of Directors**

Currently, the appointments are Councilor Morten with Councilor Locke as the alternate.

Council President Morten has been very involved since the formation. He would like to continue serving on the board. Councilor Locke is happy to continue as an alternate.

A formal appointment will be made at tonight's meeting.

### **Discuss Proposal for New Website**

City Administrator Walsh has had the existing website on his radar since he began working here. Our website was only the second municipal website they ever designed. He has taken the time to look at other web developers. The one that stands out the most is Aha! Consulting. They offer better search features, ease of use on mobile devices and much easier to update for staff. He recommends using Aha! Consulting for our new website.

Councilor Locke recommends we incorporate the Tourism website into our website and have an online store for reflector sales.

It was the consensus of the Council for staff to move forward on the new website and return with a proposal for approval.

### **Department Reports**

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

- She is working on budget preparation for next year. Looking at where we are now and where we want to be next year with water meter replacement, she is requesting to re-appropriate money within the water capital projects to purchase an additional 500 meters. Council concurred.

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

- The new Building Maintenance Utility Worker begins on March 14. His name is Roger Stauffer. He is a local contractor and came with a lot of good references.

#### **Library Director Jeffries reported...**

- The two open positions have been filled. Michele Karmartsang was hired as the part-time Library Assistant. She has experience working at the Beaverton Library and Multnomah County Library. Gretchen Kolderup was hired as the Youth Librarian. She is coming to us from the New York Public Library. She is also a national director of the YALSA (Young Adult Library Services Association) Board, which is an arm of the American Library Association. She will begin in mid-April.
- Library Assistant Becky Bean gave birth to twins on February 29. She had a boy named Finn and a girl named Maggie. Becky plans to return to work in mid-April.

#### **Finance Director Ellis reported...**

- April Messenger was hired as the new part-time Office Assistant. She began working yesterday. She worked here several years ago as a part-time Deputy Court Clerk.
- He talked about the recruitment for the Finance Director. Flyers are being created now. The first review of applications will be April 13. The best day for interviews is Thursday, April 28. There will be three interview panels and a tour of the City. One panel will be technical, one department heads and managers and one will be staff. After that, two or



three candidates would be invited back to give a presentation to the Council. Councilors could separate and sit in on the panels as well.

**City Recorder Payne** reported...

- The next CityCounty Quarterly meeting will be held in Clatskanie. They have offered two dates to look at, March 29 and April 19. The Council agreed that April 19 works the best.

**City Administrator Walsh** reported...

- Tonight's agenda includes a resolution to amend the governing policy, which is related to some personnel changes.
- Tonight's agenda also includes an agreement with Tina Curry of E2C. She is basically on an hourly basis now. This would put her back to a contract position. It also includes website maintenance for the Discover Columbia County page. The Council would like to see that website incorporated with ours. Staff will investigate to see if that can be done. The Council would also like the contract to expire at the end of the calendar. They would like to discuss going out for an RFP for event services in January.
- There is a public forum for the stage in Columbia View Park on March 16. He asked Walker Macy, who is on retainer for the Area-Wide Planning Grant, to look at the project and come back with comments that he can share at the forum.

### **Council Reports**

**Mayor Peterson** reported...

- He will not be at the March 16 Council meetings.

**Councilor Conn** reported...

- There is an Arts & Cultural Commission subcommittee discussing a kick-starter program to fund the Gateway project.
- The Library Board is in the process of obtaining a consultant to work with them on strategic planning.
- She has been invited to participate in the Governor's Transportation Vision Panel Regional Forum for Northwest Oregon. She and Walsh will be attending that on March 10.
- She is also participating in the Keep it Local Campaign. It is moving forward.
- The Ford Family Foundation River Communities is working on a preparedness event. It will be county-wide.
- The third CIT training will be held April 3-8. She requested \$300 from Council discretionary funds to purchase snacks for the event. It is a training for local law enforcement and first responders to aid in helping citizens with mental illness and drug addiction. Council concurred.

**Council President Morten** reported...

- An issue with the dog park was brought up during the last Parks Commission meeting. There were concerns expressed that you could not bring dog toys. The Commission recommends that be changed to allow the toys and leave it to the owner's discretion. The dog park has been well self-controlled.
- The Parks Commission also discussed the need for another dog park that is completely fenced. A few suggestions were made. One was to use the tennis courts at Campbell Park. Those tennis courts are in serious disrepair. He would like to staff to look into having two of the four courts re-asphalted to use for tennis again.
- Thanked staff for how they handled the theft of the cannon. Getting him to come into the Council Chambers was key to the return of the cannon.

**Councilor Locke** reported...

- Kevin Miller will be retiring in two weeks. We will be recruiting to fill the vacant position.

**Executive Session**

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

**Motion:** At 2:21 p.m., upon Morten's motion and Conn's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(h) Potential Litigation.

**Motion:** At 2:35 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 2:36 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

# City of St. Helens CITY COUNCIL

Regular Session Minutes

March 2, 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  
Chris Ward, Police Officer  
Bryan Cutright, Police Officer  
Anthony Miltich, Police Sergeant

**Others:** Family and Friends of Officers Ward and Cutright

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

**Pledge of Allegiance** – Mayor Peterson

## **Oaths of Office**

New Police Officers Christopher Ward and Bryan Cutright were sworn in by Judge Cindy Phillips.

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

No comments received.

## **Resolutions**

A. **Resolution No. 1734:** A Resolution Amending the City of St. Helens Governing Policy  
Mayor Peterson read Resolution No. 1734 by title. **Motion:** Upon Locke's motion and Morten's second, the Council unanimously adopted Resolution No. 1734. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

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

- A. Agreement with E2C Corporation for Services Related to Community Events & Website Mgmt.
- B. Contract with Hasa, Inc. for 12.5% Sodium Hypochlorite for the WWTP
- C. Contract Payments

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

## **Appointments to City Boards/Commissions**

**Motion:** Upon Conn's motion and Carlson's second, the Council unanimously reappointed Council President Morten to the CCET Executive Board and Councilor Lock as the alternate.

### **Consent Agenda for Acceptance**

- A. Arts & Cultural Commission Minutes dated November 24, 2015
- B. Library Board Minutes dated November 9, 2015 and January 19, 2016
- C. Accounts Payable Bill List

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

### **Consent Agenda for Approval**

- A. OLCC Licenses

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

### **Council Reports**

**Mayor Peterson** reported...

- Nothing to report.

**Councilor Conn** reported...

- Nothing to report.

**Council President Morten** reported...

- Nothing to report.

**Councilor Carlson** reported...

- She and Councilor Locke spent time at the high school yesterday. They talked to seniors about their concerns with the community. They appreciated the City coming to them. They also seemed interested in the March 16 public forum.

**Councilor Locke** reported...

- He and Councilor Carlson also talked to the students about our form of government and encouraged them to register and vote.
- He asked staff what was decided about the flashing light at Lewis & Clark School that was suggested by the Bicycle & Pedestrian Commission. Public Works Engineering Director Nelson reported that she spoke with the School District. They do not have funds to contribute. She is waiting to hear back if ODOT has any safety funds available.
- Jim Tierney spoke today about conducting a housing survey. Is that something PCC or PSU could do for us? City Administrator Walsh said HUD sometimes does those. We also have local resources that can help with it.

### **Department Reports**

**Police Chief Moss** reported...

- The Police Department and School District had a long standing relationship for the DARE program, which was for 5<sup>th</sup> grade students. We provided the officer and they provided the classroom space. All of the materials purchased for the program were paid for through community donations. For the last several years, we held a Donkey Basketball game. Due to staffing levels, the DARE program was discontinued. There was almost \$15,000 raised for that program. Every year, for the last seven years, we have been giving scholarships to high school seniors, upon graduation. Some of the requirements were that they had to be a DARE graduate and write an essay about the impact of the program and citizenship. He received a call from the St. Helens Student Foundation (SHSF) to remind him that the last DARE student graduated last year. There is \$2,088 left in the scholarship fund. SHSF is requesting those funds be re-appropriated as follows:

*SHSF is proposing these funds be used for Classroom Grants. Classroom Grants is a program for students in the St. Helens schools set up by the SHSF in 2009. Its objectives are to provide additional learning opportunities and improve academic achievement for St. Helens School District students. This is done by providing classroom teachers funds for programs and supplies that aim to bring things to the class that are above what is provided by the School District. Each year the SHSF asks for proposals from teachers and picks the best for funding.*

*The Criteria for funding are:*

- *Number of students served.*
- *Proposal is clear, concise, and complete.*
- *Objectives are clear, achievable and worthwhile.*
- *Steps are delineated in specific, logical sequence, and demonstrates progress.*
- *Timeline is realistic and includes clearly defined dates for the objectives.*
- *Budget is detailed and appropriate to the proposal.*

*We feel this is a good program that both helps the students and encourages the teacher. We always have more applications than we have funds. Thank you for considering the proposal.*

Councilor Carlson asked if there is a chance that the DARE program will come back. After speaking to the seniors, she sees a need for more drug education in the schools. Moss said there is a chance of having officer involvement in the future. As far as the DARE program, it is not likely. It has seen a decline nationwide and is almost non-existent in Oregon.

Council concurred with the request.

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

- Nothing to report.

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

- Nothing to report.

**Library Director Jeffries** reported...

- Nothing to report.

**Finance Director Ellis** reported...

- Nothing to report.

**City Recorder Payne** reported...

- Nothing to report.

**City Administrator Walsh** reported...

- Nothing to report.

**Adjourn** - There being no further business, the meeting adjourned at 7:18 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: 02/26/2016 - 9:07AM  
 Batch: 00016.02.2016 - 02/26 FY 15-16 OVER 10K



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
Boise White Paper, LLC Attn: Steve Grant, Suite 100 1111 W. Jefferson Street Boise, ID 83703 003720									
FEB 2016	2/24/2016	12,500.00	0.00	02/26/2016				False	0
009-209-563000 Debt service - Principal				MARCH 2016 NOTE PAYMENT					
FEB 2016 Total:		12,500.00							
Boise White Paper, LLC To		12,500.00							
DEQ, OREGON FINANCIAL SERVICES 811 SW 6TH AVE PORTLAND,, OR 97204-1390 010137									
WQ16DOM-0915	1/20/2016	30,791.00	0.00	02/26/2016				False	0
018-019-475000 NPDES Permit Fees				NPDES PERMIT ANNUAL FEE TIER 1 DPDES DOM C1					
WQ16DOM-0915 Total:		30,791.00							
DEQ, OREGON Total:		30,791.00							
MAUL FOSTER ALONGI, INC. 400 E. MILL PLAIN BLVD SUITE 400 VANCOUVER, WA 98660 019555									



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
25063	2/9/2016	15,104.25	0.00	02/26/2016				False	0
009-209-554100 Environmental review					PROJECT 0830.03.02 SEDIMENT REPOSITORY MARKI				
25063 Total:		15,104.25							
25064	2/9/2016	13,027.85	0.00	02/26/2016				False	0
009-209-554100 Environmental review					PROJECT 0830.04.02 AREA WIDE PLANNING WATERF				
25064 Total:		13,027.85							
MAUL FOSTER ALONGI		28,132.10							
Report Total:		71,423.10							



# Accounts Payable

## To Be Paid Proof List

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 Printed: 02/26/2016 - 9:07AM  
 Batch: 00016.02.2016 - 02/26 FY 15-16 OVER 10K



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WQ16DOM-0915	1/20/2016	30,791.00	0.00	02/26/2016				False	0
018-019-475000 NPDES Permit Fees				NPDES PERMIT ANNUAL FEE TIER 1 DPDES DOM C1					
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009-209-554100	Environmental review				PROJECT 0830.03.02 SEDIMENT REPOSITORY MARKI				
	25063 Total:	15,104.25							
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	25064 Total:	13,027.85							
	MAUL FOSTER ALONGI	28,132.10							
	Report Total:	71,423.10							



## Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: March 16, 2016

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*Planning Division Report* attached.

*Business License Reports* attached.

*Suggestion Box Report* attached.

## **CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT**



**To:** City Council  
**From:** Jacob A. Graichen, AICP, City Planner

**Date:** 2.22.2016

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

### **PLANNING ADMINISTRATION**

Spent time with Oregon DSL staff to understand the wetland and wetland mitigation history for the Millard Road property. This may be something discussed with Council at a future work session.

Had a preliminary Q&A meeting with people who are looking at re-booting the Red Leaf Subdivision. The land use approval for this subdivision lapsed during the Great Recession. This property is just South of Columbia Commons.

Also has a preliminary Q&A discussion with people who are considering a new manufactured home park, on the only property zoned for such in the city that is vacant. This property is just East of the Crestwood Manufactured Home Park on the North side of town.

Researched and documented Crestwood Manufactured Home Park space development history. Development of spaces that have never been used since the park's beginnings in the 1990's is being proposed. Since they have not been developed to date, there are implications for Planning and other Departments such as applicable rules and system development charges.

Attended Columbia County's Transportation Systems Plan (TSP) update meeting intended to ensure no conflict with the City's TSP. Takeaways from that meeting where: 1) it appears the County's consultant, DKS Associates, didn't include city TSP projects that involve County Roads and 2) where are the written agreements for road standards, development and transfer of jurisdiction for county roads? Updates to such agreements (if they exist), could be an aspect of the County's TSP update efforts. **See attached.**

### **DEVELOPMENT CODE ENFORCEMENT**

Responded to a complaint about potential wetland impact at the Habitat for Humanity housing project on Sykes Road. Upon inspection, it didn't appear to be an issue.

Investigated a newly installed fence on the corner of McBride and Matzen Streets. We've received a couple of verbal complaints about intersection visibility issues there over the last several months. Doing some rough measurements, it appears to have been installed with the intent of our intersection vision clearance rules in mind. If it were scrutinized against all details of the Development Code, it may have some shortcomings, but it doesn't look too far off for vision clearance purposes.

### **PLANNING COMMISSION (& *acting* HISTORIC LANDMARKS COMMISSION)**

February 9, 2016 meeting (outcome): The public hearing for the major modification Conditional Use Permit for 1809/1807 Columbia Boulevard was continued to the March 2016 meeting. The Commission also determined this year's Chair and Vice Chair.

March 8, 2016 meeting (upcoming): The continued public hearing from the February 9, 2016 will take place. There will also be a public hearing for a Variance request for 115 S. Vernonia Road.

#### **GEOGRAPHIC INFORMATION SYSTEMS (GIS)**

Routine data updates. Also, with help from City Engineering, added a 2' elevation contour to internal use GIS. This was requested by the City Engineer in November 2013. "2013" is not a misprint.

#### **MAIN STREET PROGRAM**

Based on timesheets through 1/25/2016, Anya Moucha has completed **773** hours or **45.47%** of her RARE AmeriCorps term of service. The service is based on completing a certain number of work hours within an 11 month period.

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

## Jacob Graichen

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**From:** Welter, Lonny <lonny.welter@co.columbia.or.us>  
**Sent:** Wednesday, February 17, 2016 2:01 PM  
**To:** Hinkelman, Gregory; Debra Dudley; Sue Nelson; Chris Negelspach; jmitchell@vernonia-or.gov; Irivers@columbia-city.org; John Bosket; JOHNSTON Bill; Jacob Graichen; rdipasquale@cityofclatskanie.com  
**Cc:** Hill, David  
**Subject:** County TSP

February 17, 2016, the County Road Department held a meeting with the Cities, in Healy Hall at the Road Department Office, 1054, Oregon Street, St. Helens. The meeting was held mainly to identify any issues the Cities may have with our collective transportation system that needs to be incorporated into the County TSP.

### Attendance Included:

Jacob Graichen - City of St. Helens, Planner  
Lonny Welter - Columbia County, Transportation Planner  
Julie Wheeler - Columbia County Road Department - Recorder

The focus of the meeting was Tech Memo #12, of the developing County TSP. This memo identifies future projects which includes City, County and State Roads, Transit and Rail projects, all mostly related to the road system.

One of the comments from an earlier email from ODOT is that some of the project cost estimates may be a little low and should be adjusted.

### Other Discussion:

- Lonny and Jacob had a good discussion of why the City's aspirational transportation projects on County roads were not listed in Tech Memo #12. The answer is, the County TSP is to address those areas outside the urban areas (City Limits and City UGBs). Any aspirational transportation projects within the Urban areas should be listed in the City TSPs. Therefore Tech Memo #12 only lists aspirational transportation projects within the County rural areas.
- When do the City standards apply to development improvements relating to County Roads within the City limits and the City Urban Growth Boundary? The County has jurisdiction on the County Roads within these areas, and agreements have been made with the Cities. Even though these documents won't be addressed within the County TSP it would be good to locate the documents. Other Cities should also review their documents and check with the County to insure visibility.
- Even though agreements may have been made, are there any changes that may be needed or desired? This item may be a longer process than just the TSP, but this is a good time to be open to the potential need.
- For a County Road within the City Limits, when/how does it get transferred from the County to the City. This goes back to the bullet on documents and agreements.

That concludes the points that were discussed. If any of the Cities receiving this email can think of anything to add for discussion please contact me.

Sincerely,

Lonny Welter

Transportation Planner

Columbia County Road Department

## Jacob Graichen

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**From:** Jennifer Dimsho  
**Sent:** Friday, February 19, 2016 2:14 PM  
**To:** Jacob Graichen  
**Subject:** February Planning Department Report

Here are my additions to the February Planning Department Report.

### GRANTS

1. Prepared materials for the OPRD Local Government Grant – Covered picnic shelter in McCormick Park – Presented project to Parks Commission, received letter of support, discussed cost estimates with Public Works and shelter companies
2. Researched USDA Rural Business Development Grant (RBDG) Due May 1– Researched grant priorities, Brainstormed potential eligible projects
3. TGM Pre-application Due March 11 – Researched program guidelines and requirements, discussions with staff
4. Columbia Community Mental Health (CCMH)– Mobile Crisis Services Grant Application due Feb 11 – Reviewed and finalized narrative and all required attachments for timely submission. Worked a total of 27.5 hours to support CCMH with this grant application preparation.
5. OPRD's Oregon Heritage Commission Museum Grant Program – Met with Museum Curator to fill in gaps in narrative for a Historic Walking Tours brochure and digital google maps update project
6. Travel Oregon's Tourism Matching Grants Program – Researched and discussed possible projects among staff

### EPA AWP

7. Attended Advisory Committee Meeting #1 Feb 10 (3-5:30pm) and updated project website materials
8. Scheduled Advisory Committee Meeting #2 and discussed potential April Open House dates

### IPP

9. Met with Port of St. Helens to discuss slight change in scope and timeline

### MISC

10. Attended 1st meeting for the Columbia County Taskforce for the 2016 Year of Wellness on Feb 19
11. Met production company at artist workshop to film interview for video for the Gateway Project P.2's Kickstarter – Presented to Kiwanis to discuss project on Feb 11. Continued work on rewards and website. Attended and/or sent update to the ACC for their Feb 23 meeting.

### Jennifer Dimsho

Assistant Planner  
City of St. Helens  
(503) 366-8207  
[jdimsho@ci.st-helens.or.us](mailto:jdimsho@ci.st-helens.or.us)



## BUSINESS LICENSE REPORT

City Department Approval: March 7, 2016

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

Signature:   
Date: 3/4/16

### RESIDENT BUSINESS – RENEWAL 2016

<input type="checkbox"/> *Advantage Data Service	Word & Data Processing
<input type="checkbox"/> Alicia Evans	Massage Therapy
<input type="checkbox"/> *All Paws Grooming	Dog Groomer
<input type="checkbox"/> Alliance Automotive & Exhaust	Auto Repair
<input type="checkbox"/> BAM Enterprises dba Subway	Fast Food Restaurant
<input type="checkbox"/> Blackbird Catering	Catering
<input type="checkbox"/> Cascade Tissue Group – Oregon	Paper Manufacturing
<input type="checkbox"/> *Doug Wilson Remodel & Const. Inc.	Construction
<input type="checkbox"/> Eaton's Tire & Auto Repair	Tires & Service
<input type="checkbox"/> James D. Huffman	Legal Office
<input type="checkbox"/> Jenni Clark-Lawrence	Repurpose Items/Signs
<input type="checkbox"/> *Kenneth Kodrasky Const.	Home Repair
<input type="checkbox"/> McMullen Water Systems Inc.	Well Water Pumps & Water Conditioning
<input type="checkbox"/> *NW Pugs	Kennel
<input type="checkbox"/> Pacific Stainless Products	Manufacturing
<input type="checkbox"/> Scandalous Hair Design	Beauty Salon
<input type="checkbox"/> *Signs 4 U	Sign Post Manufacturing
<input type="checkbox"/> *Topmop Housecleaning Service	Housecleaning
<input type="checkbox"/> *Wheless Construction	Construction

### RESIDENT BUSINESS – NEW 2016

<input type="checkbox"/> Cptn. Studley's Studio Gallery 289 S. 1 <sup>st</sup> Street	Art Studio & Gallery
<input type="checkbox"/> Dan Lindsley 215 S. 1 <sup>st</sup> Street	Secondhand
<input type="checkbox"/> Dark Moon Curiosities 215 S. 1 <sup>st</sup> Street	Secondhand Antiques & Collectibles
<input type="checkbox"/> Ray's Ragtime 231 S. 1 <sup>st</sup> Street	Antique Mall Space
<input type="checkbox"/> Wild Thyme on the River 231 S. 1 <sup>st</sup> Street	Resale & Retail

\*Denotes In-Home Business

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### NON-RESIDENT BUSINESS - 2016

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<input type="checkbox"/>	Christenson Electric Inc.	Electrical Contractor
<input type="checkbox"/>	Cindy George Creative Interiors	Interior Design
<input type="checkbox"/>	Columbia Construction Inc.	Building Construction
<input type="checkbox"/>	Cumulus Design	Construction
<input type="checkbox"/>	Custom Concrete Services Inc.	Concrete Services
<input type="checkbox"/>	Eric Swanson Outdoor LLC	Fishing Guide Service
<input type="checkbox"/>	Grumpy's Towing LLC	Towing/Recovery
<input type="checkbox"/>	Integrity Air, LLC	HVAC
<input type="checkbox"/>	Jim Fisher Roofing & Construction Inc.	Roofing
<input type="checkbox"/>	Jobin Construction LLC	Excavation
<input type="checkbox"/>	KJ Security Solutions & Locksmith LLC	Locksmith
<input type="checkbox"/>	KZ Enterprises	General Contractor
<input type="checkbox"/>	Koelzer Construction, Inc.	Construction
<input type="checkbox"/>	NRC Environmental Services	Environmental Contracting
<input type="checkbox"/>	R.A. Construction, Inc.	General Contractor
<input type="checkbox"/>	Security Signs	Sign Installation
<input type="checkbox"/>	Theroux Northwest	Manufactured Home Installation

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### RENTALS - 2016

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<input type="checkbox"/>	H.M. Rentals (Commercial)	Commercial Rentals
<input type="checkbox"/>	H.M. Rentals (Residential)	Residential Rentals
<input type="checkbox"/>	Robert E Ellinwood III Test. Trust	Residential Rentals

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### MISCELLANEOUS - 2016

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<input type="checkbox"/>	Aramark Uniform Services, Inc.	Uniform Rental
<input type="checkbox"/>	Al's Plumbing, Inc.	7-Day
<input type="checkbox"/>	Universal Fire Equipment Inc.	7-Day
<input type="checkbox"/>	Columbia Funeral Home	Funeral Home
<input type="checkbox"/>	Add additional employees	
<input type="checkbox"/>	*Flowers 4-U	Florist, Antique & Collectible Retail Shop
	Change of address/name	

*\*Denotes In-Home Business*

# Suggestion Boxes

## City Hall – 1<sup>st</sup> Floor Lobby

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
3/1/16	Jacob Graichen – Good job holding the line on sidewalks for Port development.	Keep striving for a healthy community providing sidewalks.	No	Kathy Bauska 503-438-0323	N/A	3/16/16	N/A	N/A	3/1/16

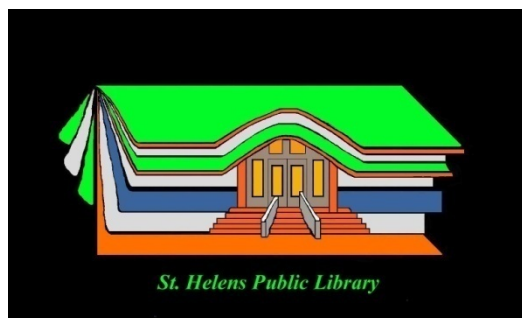
## Library

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
3/1/16	Excellent help preparing for a job interview. Invaluable!	None	No	Quinn C.	Great	3/16/16	N/A	N/A	3/1/16

## City Hall – 2<sup>nd</sup> Floor Lobby/ Council Chambers Lobby/ Municipal Court Lobby/ Water Department Lobby

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



**March 9, 2016**

**From:** Margaret Jeffries, Library Director

**To:** The Mayor and Members of the City Council

**Subject:** Library Department Report


**Library Strategic Planning** – Penny Hummel of Penny Hummel Consulting <http://www.pennyhummel.com/> will meet with the Library Board and staff at the regularly scheduled Library Board meeting in the **Columbia Center Auditorium**. The meeting is expected to last from **7:15pm until 9:15pm**. Penny will review benchmarking data that compares our Library to other Oregon libraries in similar sized communities.

**LEGO Play Day:** Come to the Library during Spring Break to make your creations with the Library's LEGO collection on **Wednesday, March 23<sup>rd</sup> from Noon until 1pm** in the Library Hallway.

## Calendar

- |         |   |
|---------|---|
| 3/14    | Early Childhood Team Meeting @ NW Regional ESD  |
| 3/15    | Library Board Meeting, 7:15pm, Auditorium   |
| 3/23    | LEGO Play Day, Noon until 1pm, Library Hallway  |
| 3/23    | Friends of the Library Meeting, 5:30pm, Armstrong Room  |
| 3/29    | The Art of Barbara Lines, Local Artist, 4-6pm, In the Library   |
| 4/12    | Volunteer Recognition – more details to come  |
| 4/13    | Celebration of the 100 <sup>th</sup> Birthday of Beverly Cleary   |
| 4/15-16 | Friends of the St. Helens Public Library Book Sale, Friday 10am-5pm and Saturday 10am-3pm, in the Columbia Center Lobby |
| 4/16    | St. Helens Garden Club Plant Sale, 9-3pm, Columbia Center Porch   |

# PUBLIC WORKS MEMO

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Sue Nelson, Public Works Engineering Director Neal Sheppeard, Public Works Operations Director	
<b>Date:</b>	16 March 2016	
<b>Subject:</b>	February Status Summary	

## Engineering

1. Worked with Contractor to complete specified work in the sewer lateral abatement project.
2. Assisted Public Works with storm drain projects on S. Vernonia Rd. and on Cowlitz Street.
3. Prepared Request for Qualifications for the rehabilitation project for the 2MG reservoir.
4. Began project development of an extensive manhole rehabilitation project.
5. See complete report.

## Parks

1. Pruned trees along Hwy 30 landscape strip; pruned trees and plants and the Library.
2. Started spring cleanup and maintenance of the ball fields at Campbell, McCormick, & 6<sup>th</sup> Street.
3. Cleaned up an abandoned homeless camp on the Boise White Paper site, requiring 2 days' time.
4. Removed graffiti at the Library and at the skate park; placed more "no smoking" signs in parks.
5. See complete report.

## Public Works Operations & Maintenance

1. Replaced 150 standard water meters with new radio read meters.
2. Finished storm extension on S. Vernonia and started new storm project on Cowlitz & S. 1<sup>st</sup> Street.
3. Read meters for water bills; replaced multiple shut-off valves; replaced hydrant hit by a car.
4. Responded to four after-hours call-outs.
5. Performed service, maintenance, and/or repairs on 35 various vehicles and equipment.
6. See complete reports.

## Water Filtration Facility

1. Produced 40.3 million gallons of filtered drinking water, an average of 1.3 million gal/day.
2. Replaced faulty door alarm.
3. Began working on 2016/17 budget, including some upgrades and training options.
4. See complete report.

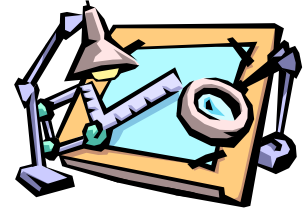
## Waste Water Treatment Plant

1. Worked with Contractor to successfully complete the Pump Station #7 Upgrade project.
2. Met with DEQ representative to review the City's Pretreatment Program protocols.
3. Re-purposed the autodialer (HydroRanger) from Pump Station #7 to Pump Station #5.
4. See complete report.



## Engineering Department Status Report

16 March 2016



### DEVELOPMENT PROJECTS

#### Elk Ridge Estates Phase VI

Progress is continuing on the Phase VI portion of the development, slowly but surely. The Developer is up against a May deadline for completion of public improvements before their preliminary plat expires, so it is their best interests to complete the public infrastructure, including water lines, sanitary sewer, storm drain system, curb and gutters, paved streets, plus the phone, cable TV, gas lines, and electrical services including street lighting.

#### Sykes Road Development

The Developer has started work on the improvements for the 3-lot development on Sykes Road, between Mango Street and the Presbyterian Church. They will be extending public sanitary sewer, storm drainage, and water in to the new lots, but the road will be a private street. The new sanitary sewer will require work crossing Sykes Road. Semling Construction, Inc. was selected by the Developer to complete the work. Engineering scheduled and facilitated a pre-construction meeting with all parties involved on February 23.

### SANITARY SEWER AND STORM DRAIN PROJECTS

#### Godfrey Park Storm Drain Project

The project remains on hold until weather conditions improve, making it more conducive for excavation efforts. It is anticipated that removal of the fill material between N. 1<sup>st</sup> Street and N. 2<sup>nd</sup> Street will resume in May, depending on the weather. There is approximately 160 linear feet of 66-inch diameter storm pipe remaining to be installed.

#### Sanitary Lift Station No. 7 Upgrade Project

The new pumps and electrical controls have been installed and the upgraded pump station is now operational. A few adjustments to the new control systems will be made over the next couple of weeks to ensure that the station is operating at its optimum level.

#### S. Vernonia Road Storm Drain Extension

The existing system was extended by the Public Works crew approximately 100 feet north and new catch basins were added to improve storm drainage on this busy street, and also preventing drainage from impacting the intersecting side streets. Engineering assisted Public Works in surveying the road, setting the grade and alignment, and determining the most optimum locations for new catch basins.

#### Cowlitz Street Storm Drain Extension

The Public Works crew is extending the existing storm drain on the hill at S. 2<sup>nd</sup> and Cowlitz, down the hill to intersect with the existing system at S. 1<sup>st</sup> Street and Cowlitz. Previously, the system at the top of the hill discharged directly to the surface, and storm water flowed along the roadway until it was collected by a catch basin. The fully piped system will prevent runoff water from sheeting across the road and make the hillside safer to negotiate, especially during freezing temperatures and heavy rainfall events.

#### Sanitary Sewer Lateral Abatement

Repairs to all of the sewer laterals identified and notified for the abatement project have been completed. The final billing has been received and documentation will be turned over to the Finance Department to in turn bill the responsible property owners for the work and follow up with liens against the properties that do not provide payment.

## **STREET AND TRANSPORTATION PROJECTS**

### **Gable Road Improvement Project**

Engineering is waiting to hear from the County on the schedule to start the planning and design phases of this project. Because Gable Road still falls under the County Road Department's jurisdiction, they are the lead agency and the City will act as a partner during the project. At completion, it is expected that the County will submit to turn the improved roadway over to the City's jurisdiction for future operation and maintenance.

### **Asphalt Trench Patching Project**

The second phase of the project was completed in February. This phase has exhausted the budgeted funding for this work for the budget year.

### **Crack Sealing Street Maintenance and Preservation Project**

A project for crack sealing several streets has been developed, but limited staff time and resources has forced the bid date to be postponed until 2016. This project will be put out for bid in March or April, in anticipation of a late spring starting time.

### **Right of Way and Construction Permits**

There were three Right-of-Way and/or Construction permits issued by the Engineering Department during the month of February – two ROW permits to NW Natural for repair work; and one Construction permit to Stan Wirta for the Sykes Road Development project.

## **MISCELLANEOUS PROJECTS**

### **McCormick Park Pedestrian Bridge**

With the heavy rains and high water in December 2015, it became evident that some adjustments to the pedestrian bridge abutments will need to be determined before they are purchased and placed. The elevation on the south side of the creek will need to be raised to keep it out of the high water during heavy rain events.



## Parks Department for February 2016



Daily duties were performed. Which include cleaning restrooms, garbage pickup, Island maintenance, General Parks maintenance, and leaf pick up.

Removed graffiti at the library  
Backing for signs to hang on fences  
Pruned trees on the HWY strip  
Cleaned the Parks storage yard  
Sprayed the infields at 6<sup>th</sup> and at Campbell  
Picked up limbs and debris from 6<sup>th</sup> Street Park  
Cleaned up an abandoned homeless camp at Boise Paper (2 days)  
Removed graffiti at the Skate Park  
Repainted the concession stand and restrooms at Campbell  
Repaired the foot bridge on OPR  
Placed more no smoking signs in the Parks  
Mower maintenance  
Removed a hazard tree from the campground  
Started shopping for new street trees  
Removed brush from retention area on Ha Lane  
Put down new gravel in the campground  
Removed debris from Campbell  
Worked on the Library flower beds  
Took gravel to the community garden at Heinie Heumann  
Swept the dike road for Waste Water  
Swept the bike path to Columbia City  
Repaired sprinkler system at Campbell  
Returned abandoned shopping carts  
Pruned trees and plants at the library  
Restroom repairs at Columbia View  
Had the electrical boxes at Columbia View replaced and repaired  
Removed downed trees at McCormick  
Reseeded the Tee Ball Fields at McCormick  
Hauled off the debris from the Triangle flower bed



## **Public Works Work Report February 2016**

### **Water Dept:**

Installed 150 radio read meters  
Replaced 5 meters  
Turned off and on 66 delinquents  
Read meters  
Replaced shut-off at 201 Cowlitz St.  
Replaced shut-off at 1914 St. Helens St.  
Cleaned Wastewater dump and installed hose fitting  
Replaced meter box and installed resetter at 145 Macarthur St.  
Replaced shut-off at 130 N. Vernonia Rd.  
Replaced shut-off at 205 Sunset Blvd.  
Poured concrete around meter boxes at three locations  
Moved meter and service at 385 S. 13<sup>th</sup> St. after hit by car  
Assisted sewer crew with tap on S. 7<sup>th</sup> St.  
Installed new service on S. 7<sup>th</sup> St.  
Replaced boxes at 2744 & 2788 Columbia Blvd.  
Picked up hydrant hit by car at Madrona Ct. and Forest Park Dr.  
Read heavy users

### **Sewer Dept:**

Installed new storm line and catch basin on S. Vernonia Rd.  
Unplugged line at 325 N. 5<sup>th</sup> St.  
Unplugged floor drains at Senior Center  
Poured concrete gutter drains on S. Vernonia Rd.  
Potholed for water line at S. 1<sup>st</sup> St. & Cowlitz St.  
Installed new storm drain and catch basins at S. 1<sup>st</sup> St. & Cowlitz St.  
Made new sewer tap at 214 S. 7<sup>th</sup> St.

### **Call-Outs:**

Turned water off for repair on Allendale Dr.  
Gave dead deer a ride to the tree farm  
No power at docks – breaker tripped  
Turned water off for repair on S. 21<sup>st</sup> St.

### **Miscellaneous:**

Swept streets  
Marked 56 locates  
Checked wells & reservoirs daily

To: Neal and Sue  
From Brett  
Date: February 1<sup>st</sup> to 29<sup>th</sup>

Feb 1<sup>st</sup>

Office Computer work filled paper work  
PW #52 Installed new ratchet straps and welded on eyes  
Keith Sick

Feb 2<sup>nd</sup>

Parks #5 Fabricated a plate to go in the bottom of the pickup box after a hole was made in it from the tool box welded in the plate and attached the tool box to it bolted the tool box to the bed rail  
PW #8 Freed up the hitch coupling on the back of the truck  
PW #23 Brought the tractor to the shop for service started service  
PW #5 Installed new battery  
PW #16 put DEF fluid in the truck

Feb 3<sup>rd</sup>

PW #23 Finished service  
PW #67 Installed the new license plate on the trailer and delivered it to PW

Feb 4<sup>th</sup>

Police S-3 Full service checked for coolant leak

Feb 5<sup>th</sup>

Brett Vac day  
PW #7 Drilled holes in two pieces of pipe for the Tanks that go in the back of the truck to secure them to the box of the truck

Feb 8<sup>th</sup>

Shop Cleaned the sink and the parts washer  
PW #52 Filled with coolant  
PW #5 Checked rear tire and found a broken belt in the tire

Feb 9<sup>th</sup>

Parks #5 Looked at the rear tires and ordered new rear tires  
PW #23 Took the tractor back to the PW shop  
PW #26 Cleaned off the dozer

Feb 10<sup>th</sup>

Office Computer work  
Shop Cleaned up stairs  
Parks #5 Installed two new tires on the rear of the truck  
Parks Looked at a tree at the park for Thad that need to come down

Feb 11<sup>th</sup>

PW Filled pot holes  
Shop Cleaned up the storage room  
Shop Put away new inventory

Feb 12<sup>th</sup>

Office Computer work  
Cleaned restroom and shop sink  
PW Checked hours on the dump trucks  
Brett Vac at noon

Feb 15<sup>th</sup>

City hall #28 Repaired the driver's side door lock  
Pw Checked on the equipment  
Shop Sharpened drill bits

Feb 16<sup>th</sup>

PW Replaced the belt for the asphalt saw  
Parks Helped remove a large tree at McCormick Park  
PW Sharpened a chain saw

Feb 17<sup>th</sup>

PW Repaired a chop saw  
Police S-13 Full service

Feb 18<sup>th</sup>

Parks Checked equipment  
Parks Helped remove another tree for the parks

Feb 19<sup>th</sup>

Shop Cleaned the Restroom and shop sink  
PW Sharpened a saw  
Parks #8 Installed a new CV joint and axle on the right front

Feb 22<sup>nd</sup>

Parks #8 Full service  
WWTP Checked on a generator at pump station two  
PW #24 Repaired the air hose and wiring  
PW replaced a hook on a chain for the flatbed trailer

Feb 23<sup>rd</sup>

WWTP Looked for a coolant leak and found a loose clamp tightened up the clamp  
Shop Cleaned up the shop

Feb 24<sup>th</sup>

Safety Meeting Hearing test

City Hall #11 Put air in right rear tire

PW #6 Looked at the oiler had a complaint the truck is unsafe need to be looked at some more

Feb 25<sup>th</sup>

Parks Helped Thad install two signs at Campbell Parks

Parks #10 Repaired a latch on the tool box

Keith Vac day

Feb 26<sup>th</sup>

PW #33 Replaced the right rear mud flap

Police S-4 Full service

Keith Vac day

Brett 2hrs early

Feb 29<sup>th</sup>

PW #55 Full service

Police S-6 Transmission service



**City of St. Helens, Oregon**  
Public Works  
Water Filtration Facility  
PWS 4100724  
P.O. Box 278  
St. Helens, OR 97051  
PH: (503) 397-1311 FAX: (503) 397-3351



## Water Filtration Facility Journal February 2016

Water Production: 40.3 million gallons 1.3 million gallons per day

**Week 1** Produced and sent January OHA reports to the State. Still using the original data collecting program XLReporter because the new HMI program is still not configured to collect and publish our information, however, great strides of progress are being made to install and commission this component of our new HMI software project. Performed monthly check on fire extinguishers. Sent sewer readings to Columbia City public works. Performed the monthly change out of the reagents on the chlorine monitoring instruments. Ordered Chlorine and Caustic deliveries for later this month. Had fuel delivered for the emergency backup generator. We are having front door alarms occur regularly after hours, called in Dale building alarms and he changed out the faulty door pickup on the door. North Point integrators still working on resolving the new HMI software to provide control of the WFF system.

**Week 2** Received a partial bid from Russell Automation to upgrade, install and commission our aging SCADA PLC software program, and provide some much needed “hands on” training of our Ignition SCADA software program. Partial, in being that there are a few extra components that should be upgraded at the same time in the PLC/DeviceNet software suite of programs that make the WFF systems function, so Russell Automation is submitting an updated and more comprehensive integration bid for the work that needs to be done. Finished up preparing a budget proposal to submit to Jon Ellis and the Directors for review.

**Week 3** Received monthly chlorine delivery. Changed out Cl17 reagents. Sent NY some more “punchlist” items that need to be installed and corrected on the Ignition HMI program. Had some issues with the new HMI server computers, they seem to have lost their ability to find the “Gateway” to run the Ignition software program. Still without any type of training on these machines, I was successfully able to bring the servers back into service and begin communicating with the WFF PLC and join back up with the Gateway network. We sure would appreciate some training on these new machines and how the programs function. We work with these machines on a daily basis and with each new day, there is usually a new challenge that we can query and many times just from drawing from our own experience and knowledge of how computers work, we have been able to overcome a great many technical problems that we have been able to correct ourselves, but we are hoping to have some local integrators on site that can share and teach us some of their tips, tricks and techniques to keep our system healthy and productive in just the next few months ahead.

**Week 4**. Received our Caustic delivery. Changed out a faulty valve actuator on rack 5. Looking into rebuilding the actuator we removed.

Respectfully submitted,

Howie Burton and Guy Davis, City of St. Helens – Public Works Filtration Facility Operators

## **WWTP Monthly Operations and Maintenance Report**

**February 2016**

To: Sue Nelson

From: Aaron Kunders

### **Secondary System Report**

- 2/23-Maul Foster here to have drone take aerial video of lagoon and surrounding areas.
- 2/25-Aerator #12 in alarm. Reset and immediately tripped. Sounds like it's in the bucket. Will call electrician.

### **Primary System Report**

- 2/26-Aerator #5 on due to excessive odors.
- All normal monthly routines complete.

### **Pump Stations**

- 2/3-PS#1 & 2-Checked and recorded HydroRanger set points.
- 2/3-PS#2-Changed oil in both pumps.
- 2/8-PS#7-Landis and Landis here to start remodel of lift station.
- 2/11-PS#2-Changed belts on pump 1.
- 2/23-PS#7 startup today. Thank God.
- 2/24-PS#5-Replaced failed HydroRanger with unit taken from PS#7.
- 2/25-PS#5-Programmed HydroRanger and now it's controlling the pumps.

### **Sodium Hypochlorite System**

- 3072 gallons used this month.
- 3674 gallons used last month.
- 2/3-Sent out RFP for hypo contract.
- 2/5-Hypo delivery. Afterwards, during cleaning of the storage room, the readout displays got wet and shorted out. Neither one will work. Ken Buell out to replace on the 23<sup>rd</sup>.

### **Call-outs**

- 2/23-PS#7-Generator failure. Aaron in. Breaker for the generator controls and battery charger left off during startup and alarm was for low voltage and low coolant temp.

### **Plant**

- 2/2-SCADA in alarm. Rebooted and Tom walked us through the fix.
- 2/7-Influent sample very dark. Checked suction line and found that the end was encased in rags. Pulled out of the channel and cleaned.
- 2/13-SCADA not updating. Emailed Tom and he fixed.
- 2/23-Ken Buell here to perform semiannual calibrations.
- 2/26-TCMS here for routine maintenance.

### **Pretreatment**

- 2/3-Called American Dental labs and O'Reilly Auto Parts for environmental survey.
- 2/12-Set up BOD and TSS tests on St. Helens Septic discharge. Found nothing unusual.
- 2/16-Set up 24HC sampler at ORPET. Delivered to Portland lab on the 17<sup>th</sup>.
- 2/18-Removed grit from headworks channel #2.
- 2/25-Set up BOD and TSS sample from ME Moore.
- 2/25-Estegenet Belete with Oregon DEQ here for day 1 of 3 day audit of the Pretreatment Program. Inspected Letica on the 26<sup>th</sup> and Armstrong on 3/1.

### **Next Month**

- Finish Pretreatment Audit
- PS#7 to be completed