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**City of St. Helens**  
**UPDATED COUNCIL AGENDA**  
**Wednesday, March 15, 2017**  
 City Council Chambers, 265 Strand Street, St. Helens

**City Council Members**

Mayor Rick Scholl  
 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. **6:30PM – PUBLIC HEARING: Zone Map Amendment – 2554 & 2560 Columbia Blvd.**
2. **7:00PM - CALL REGULAR SESSION TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **INVITATION TO CITIZENS FOR PUBLIC COMMENT – *Limited to five (5) minutes per speaker.***
5. **DELIBERATIONS: Zone Map Amendment – 2554 & 2560 Columbia Blvd.**
6. **RESOLUTIONS**
  - A. **Resolution No. 1781:** A Resolution of the Common Council of the City of St. Helens Establishing Council Goals for 2017
  - B. **Resolution No. 1782:** A Resolution of the Common Council of the City of St. Helens Adopting a City Employee Compensation Plan for the Positions of Utility, Banking & Court Specialist and Wastewater Treatment Plant Operator III/Pretreatment Coordinator
7. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
  - A. Intergovernmental Agreement with Columbia City for Building Inspection & Plan Review Services
  - B. Agreement with Alonzo Yard Maintenance for Abatement of Declared Nuisances
  - C. Contract Payments
8. **AWARD CONTRACT FOR 2017 CRACK SEALING PROJECT TO C.R. CONTRACTING LLC**
9. **APPOINTMENTS TO CITY BOARDS & COMMISSIONS**
10. **CONSENT AGENDA FOR ACCEPTANCE**
  - A. Accounts Payable Bill List
11. **CONSENT AGENDA FOR APPROVAL**
  - A. Exclusive Use Permit: SH Little League, 6<sup>th</sup> Street Ballfields & McCormick Park Soccer Field, 3/13 – 6/17
  - B. Purchase of New Vehicle (2017 Ford Escape 4WD \$21,950) from St. Helens Auto Center for Use by Multiple Departments
  - C. New Job Description for Utility, Banking & Court Specialist
  - D. New Job Description for Wastewater Treatment Plant Operator III/Pretreatment Coordinator
  - E. OLCC Licenses
  - F. Council Work Session & Regular Session Minutes dated January 4 & 18, 2017
  - G. Declare Surplus Property – Library Equipment
  - H. Declare Surplus Property – Computer Equipment at City Hall, Police Station & Public Works
  - I. Accounts Payable Bill List

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

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

12. **MAYOR SCHOLL REPORTS**
13. **COUNCIL MEMBER REPORTS**
14. **DEPARTMENT REPORTS**
15. **ADJOURN**

**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 **Alonzo Yard Maintenance** (“Contractor”).

**RECITALS**

**A.** The City is in need of services to clean-up declared nuisance properties within the city limits of St. Helens, 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 clean-up of declared nuisance properties, and Contractor accepts such engagement. The principal contact for Contractor shall be **Seby Alonzo**, phone **503-410-5632**.

**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 **March 14, 2018**. 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:** Alonzo Yard Maintenance  
Attn: Seby Alonzo  
430 Weown Court  
Columbia City, OR 97018  
(503) 410-5632

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. **3826**]

**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: 3/15/2017

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

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

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

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

**CONTRACTOR:**

**ALONZO YARD MAINTENANCE**

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

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

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

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

APPROVED AS TO FORM:

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

City Attorney



**ATTACHMENT A**  
**Scope of Work**

- Clean-up of declared nuisance properties in the city limits of St. Helens, including the removal of anything having characteristics of an attractive nuisance or which is liable to attract children, to include but not limited to:
  - Junk
  - Machinery
  - Automobile bodies or parts thereof
  - Equipment
  - Structures
  - Buildings
  - Appliances and parts thereof
  - Metal
  - Glass
  - Paper
  - Lumber/wood
  - Waste material
  - Discarded material
  - Abandoned personal property of any nature
- Contractor will use reasonable care performing the nuisance abatement work with respect to taking precautions necessary to avoid harm to itself and others in the performance of the nuisance abatement work.
- Contractor will use workmanlike methods to perform the work.

## 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**

\$25 per hour per person

The City will also pay any dumping/disposal costs associated with the clean-up,  
as long as a receipt for these items is included in your billing.

The City **will not** cover costs such as:

- Broken tool replacement
- Expendables such as gas, oil, garbage bags, gloves, etc.

**Monthly billing should be broken down by date of clean-up and property address.**

## **CONTRACT PAYMENTS**

City Council Meeting  
March 15, 2017

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### **James W. Fowler Co.**

Project: SD-146 Godfrey Park Storm Rehab Project (PR#10)    \$        **62,196.83**

**CITY OF ST. HELENS, OREGON**  
**COST SUMMARY FOR PAY REQUEST NO. 10**

**CONTRACTOR:**  
**James W. Fowler Co.**  
PO Box 489  
Dallas, OR 97338

**PROJECT:**  
**Godfrey Park Storm Sewer Replacement Project**  
**PROJECT NO. SD-146**


**DATE:** 3/15/2018

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Contract Total	\$2,287,820.00
Completed to Date	\$2,119,620.74
Retainage, 5%	\$105,981.04
Total Earned Less Retainage	\$2,013,639.70
Less Previous Billings	\$1,951,442.87
Current Payment Due	\$62,196.83



## COUNCIL ACTION SHEET

<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>	15 March 2017	
<b>Subject:</b>	Award 2017 Crack Sealing Project	

### Background:

Crack sealing is a preventive treatment for paved streets that are experiencing a moderate amount of linear cracking. Crack sealing can extend the life of the existing pavement at a relatively low cost if applied before the surface wear and cracking become too extensive.

Four streets were selected as candidates for a small crack sealing project with a combined total of over 60,000 linear feet of cracks. An Invitation to Bid, including plans and specifications, was issued on February 15, 2017 with a submittal deadline of March 14, 2017. The following bids were received:

FIRM	LOCATION	BID
C.R. Contracting LLC	Bend, OR	\$45,842.00
Roger Langeliers Construction Co.	Hillsboro, OR	\$51,320.47

The project is identified in the 2016/2017 approved budget as Crack Sealing Projects in Streets Operations and Maintenance, GL 011-011-549990, with a total annual budgeted amount of \$50,000. The funding source is from the State Surface Transportation Program.

### Recommendation:

Award the contract for the 2017 Crack Sealing Project, R-655, to C.R. Contracting LLC as the lowest responsive bidder and authorize the Mayor to execute a Public Improvement Contract for the 2017 Crack Sealing Project, R-655. Contract will be at the rate prescribed in that firm's submitted bid, plus standard contingency.

**City of St. Helens**  
**Declare Surplus Property**  
**City Council Meeting**  
**March 15, 2017**

If approved, the following items will be disposed of per St. Helens Municipal Code Chapter 2.04.

**City Hall**

- 5 printers
  - 1 old ENG Ricoh
  - 1 conference room
- 5 computers
  - 1 Justin's
  - 4 server room
- 2 monitors
- 1 Dell tape drive
- 1 server – server room
- 2 laptops – next to Sue's office near ENG old printer
- 1 switch
- 1 shredder – next to ENG old printer
- 3 phones

**Police Station**

- 1 computer
- 2 switches
- 1 server
- 1 Dell backup tape
- 1 monitor

**Public Works**

- 2 computers
- 3 printers
- 1 monitor

Most of these items are recyclable. Centerlogic, our IT consultant, will dispose of these via a recycler of computer equipment.