



www.ci.st-helens.or.us

City of St. Helens COUNCIL AGENDA

Wednesday, May 17, 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. **7:00PM - CALL REGULAR SESSION TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **INVITATION TO CITIZENS FOR PUBLIC COMMENT** – *Limited to five (5) minutes per speaker.*
4. **PROCLAMATIONS**
 - A. National Police Week – May 14-22, 2017 and Peace Officers Memorial Day – May 15, 2017
 - B. National Public Works Week – May 21-27, 2017
5. **ORDINANCES – Final Reading**
 - A. **Ordinance No. 3216:** An Ordinance to Annex and Designate Lots 19 and 20, Block 2, Golf Club Addition
6. **AWARD PUMP PURCHASE FOR LIFT STATION NO. 3 TO CORRECT EQUIPMENT FOR \$12,036**
7. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
 - A. Extension of Community Service Agreement with Columbia Humane Society for Community Service Workers
 - B. Extension of Agreement with Cindy Phillips for Legal Review of City Contracts and Other Public Contracting Law Related Services
 - C. Agreement to Participate in the Edge Initiative's 2017 Small and Rural Libraries Cohort
 - D. Agreement with Maul Foster & Alongi, Inc. for On-Call Professional Services
 - E. Contract Payments
8. **APPOINTMENT TO COLUMBIA LEARNING CENTER FOUNDATION BOARD**
9. **CONSENT AGENDA FOR ACCEPTANCE**
 - A. Budget Committee Meeting Minutes Dated May 18, 2016
 - B. Accounts Payable Bill List
10. **CONSENT AGENDA FOR APPROVAL**
 - A. Council Work Session, Public Hearing and Regular Session Minutes dated April 19 and May 3, 2017
 - B. Declare Surplus Property: Police Department – Unclaimed Personal Property & Radio Equipment
 - C. Street Closure Requests:
 - i. Annual Kiwanis Parade – June 17
 - ii. 13 Nights on the River Concert Series – Various Summer Dates

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.

- D. Request for Proposals for Judicial Services
- E. Request for Proposals for Prosecutorial Services
- F. Accounts Payable Bill List

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

City of St. Helens
PROCLAMATION
By Mayor Rick Scholl

Police Week ~ May 14 – 22, 2017
Peace Officers Memorial Day ~ May 15, 2017

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of St. Helens Police Department; and

WHEREAS, there have been 15,548 assaults against law enforcement officers in 2015, resulting in approximately 14,453 injuries; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including one member of the City of St. Helens Police Department; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 394 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 143 officers killed in 2016 and 251 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 29th Annual Candlelight Vigil, on the evening of May 13, 2017; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 14-20; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

THEREFORE, BE IT RESOLVED that the City Council of the City of St. Helens formally designates May 14-20, 2017, as Police Week in St. Helens and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

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 17th day of May, 2017.

*Place
Gold
Seal &
Stamp
Here*

MAYOR: _____
Rick Scholl, Mayor

ATTEST: _____
Kathy Payne, City Recorder

City of St. Helens

PROCLAMATION

By Mayor Rick Scholl

National Public Works Week

May 21-27, 2017

WHEREAS, public works infrastructure, facilities, and services are of vital importance to sustainable communities and to the health, safety, and well-being of the people of the City of St. Helens, Oregon; and

WHEREAS, public works services provided in our communities are an integral part of our citizens' everyday lives; and

WHEREAS, these facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees of state and local government and the private sector; and

WHEREAS, these individuals plan, design, build, operate, and maintain the transportation, water supply, water treatment, wastewater treatment, and solid waste systems; public buildings, structures, and facilities; and deliver transit and fleet services which are essential to serve our citizens; and

WHEREAS, it is in the public interest for citizens and civic leaders to gain knowledge of and maintain a progressive interest and understanding of public works and public works programs in their communities; and

WHEREAS, the year 2017 marks the 57th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Rick Scholl, Mayor of the City of St. Helens, call upon all citizens to be thankful for the Public Works services provided to this community and to recognize the substantial contributions our Public Works personnel make every day to our health, safety, comfort, and quality of life, and do hereby proclaim **May 21 – 27, 2017** as **National Public Works Week** in the City of St. Helens.

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 17th day of May, 2017.

MAYOR:

*Place
Gold
Seal &
Stamp
Here*

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
ORDINANCE NO. 3216

**AN ORDINANCE TO ANNEX AND DESIGNATE
LOTS 19 AND 20, BLOCK 2, GOLF CLUB ADDITION**

WHEREAS, applicant Wayne and Judith Weigandt have requested to annex to the City of St. Helens property described as **Lots 19 and 20, Block 2, Golf Club Addition, Columbia County, Oregon**. This property is also depicted per **Exhibit A**; and

WHEREAS, the applicant has consented in writing to the proposed annexation; and

WHEREAS, the applicant constitutes 1) all the owners of the property to be annexed, and 2) more than half of the owners of the property to be annexed own more than half of such property representing more than half of the assessed value pursuant to ORS 222.170(1); and

WHEREAS, the City Council must determine the incorporated Comprehensive Plan Map designation and the Zone Map designation; and

WHEREAS, appropriate notice has been given and a public hearing was held April 19, 2017 on the annexation proposal; and

WHEREAS, the Council has considered findings of compliance with criteria and law applicable to the proposal.

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

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

Section 2. The property described as **Lots 19 and 20, Block 2, Golf Club Addition, Columbia County, Oregon** and depicted in **Exhibit A** is hereby accepted for annexation to the City of St. Helens.

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Highway Commercial, HC.

Section 4. The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Highway Commercial, HC.

Section 5. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.1.17 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit B** and made part of this reference.

Section 6. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: May 3, 2017
Read the second time: May 17, 2017

APPROVED AND ADOPTED this 17th day of May, 2017 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Annexation A.1.17**

APPLICANT: Wayne Weigandt
OWNER: Wayne & Judith Weigandt
ZONING: Columbia County's General Commercial, C-3
LOCATION: 4N1W-8CA-300; Lots 19-20, Block 2 of the Golf Club Addition
PROPOSAL: The property owner filed consent to annex to develop the site in the City

The 120-day rule (ORS 227.178) for final action for this land use decision is n/a [Clark v. City of Albany, 142 Or App 207, 921 P2d 406 (1996)].

SITE INFORMATION / BACKGROUND

The subject property is about 0.51 acres located off Highway 30 behind Les Schwab Tire Center at the corner of First Street and Kavanagh Avenue. It is a level, vacant site with about half of the parcel paved and half gravel. It is accessed from First Street. First Street lacks right-of-way frontage improvements (sidewalk and curb) in front of the subject property except along the Les Schwab Tire Center property where it was constructed as part of a recent re-construction of the facility. Kavanagh Avenue also lacks sidewalks and curb and dead ends at the edge of the Les Schwab Tire Center's property. Kavanagh Avenue was developed for truck access as part of the Les Schwab Tire Center reconstruction.

PUBLIC HEARING & NOTICE

Hearing dates are as follows: April 11, 2017 before the Planning Commission and April 19, 2017 before the City Council.

At their April 11, 2017 meeting, the Planning Commission unanimously voted to recommended approval of the annexation proposal.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property(ies) on March 15, 2017 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on March 29, 2017. Notice was sent to the Oregon Department of Land Conservation and Development on March 7, 2017 via e-mail.

AGENCY REFERRALS & COMMENTS

City Engineering: Public sanitary sewer is stubbed to this property at the southeast corner. Public water is located in the First Street right-of-way and will have to be extended to serve the property. Frontage improvements shall be required when development of the property occurs, including a plan for disposing of storm drainage.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.08.040 (1) – Quasi-judicial amendment and standards criteria

- (a) A recommendation or a decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:
 - (i) The applicable comprehensive plan policies and map designation; and that the change will not adversely affect the health, safety, and welfare of the community; and
 - (ii) The applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the comprehensive plan and ordinances; and
 - (iii) The standards applicable of any provision of this code or other applicable implementing ordinance.
- (b) Consideration may also be given to:
 - (i) Any applicable evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

Discussion: (a)(i) The Comprehensive Plan designation for the subject property is Unincorporated Highway Commercial (UHC). Applicable designation and zoning district for annexation are discussed later.

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC. Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. By this process, the proposal complies with this aspect of the Comprehensive Plan.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC.

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), and the Parks & Trails Master Plan (Ord. No. 3191).

Finally, there is no evidence that this proposal will be contrary to the health, safety and welfare of the community.

(a)(ii) The City's Comprehensive Plan has been adopted by the State, thus, the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197 do not need to be analyzed per this section.

(a)(iii) In addition, Section 3 of the City's Charter states that "annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate." However, during the 2016 Legislative Assembly, Senate Bill 1578 was passed. It states that a

City shall annex the territory without submitting the proposal to the electors if certain criteria are met:

1. Property is within the UGB
2. Property will be subject to the City's Comprehensive Plan
3. Property is contiguous to the City limits or is separated by only a public right of way or body of water
4. Property conforms to all other City requirements

As this proposal meets these criteria, this property will not be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

(b) There is no evidence of a change in neighborhood, or mistake or inconstancy in the Comprehensive Plan or Zoning Map.

Finding: The quasi-judicial amendment and standards criteria are met.

SHMC 17.08.060 – Transportation planning rule compliance

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule ("TPR")).
"Significant" means the proposal would:
 - (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
 - (b) Change standards implementing a functional classification system; or
 - (c) As measured at the end of the planning period identified in the adopted transportation system plan:
 - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
 - (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
 - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:
 - (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
 - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
 - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
 - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.

- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County's General Commercial, C-3 and the City zoning option given annexation is Highway Commercial (HC).**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County. The City's zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

Finding: No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

SHMC 17.28.030 (1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

Discussion: (a) Currently, the site is not connected to either City water or McNulty PUD water. This property is within the McNulty Water PUD boundary. The City and the PUD have an Urban Service Agreement that states the City will service commercial properties west of Highway 30 if City water is available. There is a City water line at the southeast corner of the property in the First Street right-of-way. City law states "all water users in the city whose closest property line is within 160 feet of a city water main shall be connected to the city water system." In this case, the property is well within 160 feet of a water main.

The City's current water capacity is 6 million gallons/day and the peak flow, usually in the summer, is 3 to 4 million gallons/day. Additionally, the City has the capacity of approximately 10 million gallons to meet future demands. Any additional uses that occur on the subject property can be accommodated by the City's municipal water system as infrastructure has substantial capacity available.

There is a City sewer line along Kavanagh Avenue and First Street. With regards to capacity, the City's waste water treatment plant currently has the capacity (physically and as permitted by DEQ) to handle 50,000 pounds of Biochemical Oxygen Demand (BOD), which is the "loading" or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Thus, any potential uses that occur on the subject property can be accommodated by the City's sanitary sewer system as infrastructure is in place or can be upgraded and there is substantial capacity available.

As described above, this proposal poses no significant affect on a transportation facility.

Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area.

(b) There is no established land use for this site. It is a vacant lot.

There is no known conflict with the Comprehensive Plan and implementing ordinances.

(c) With regards to Oregon Revised Statutes (ORS), city annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on two sides of the subject property.

Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owners.

Further, ORS 222.125 requires that that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.

ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals.

The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- ***Statewide Planning Goal 1: Citizen Involvement.***
Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations.

The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***

This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.

Generally, Goal 2 requires that actions related to land use be consistent with acknowledged Comprehensive Plans and coordination with affected governments and agencies and be based on an adequate factual base. The City has an adopted Comprehensive Plan, compliance of this proposal which is addressed herein. Moreover, explanation and proof of coordination with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

- ***Statewide Planning Goal 11: Public Facilities and Services.***

Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."

City water and sewer capacities are adequate to serve the subject property. This is explained above. Moreover, there is no evidence that adequate infrastructure cannot be made available to serve the annexed area if redeveloped. The existing development is adequately served.

- ***Statewide Planning Goal 12: Transportation.***

Goal 12 requires cities, counties, metropolitan planning organizations, and ODOT to provide and encourage a "safe, convenient and economic transportation system." This is accomplished through development of Transportation System Plans based on inventories of local, regional and state transportation needs. Goal 12 is implemented through OAR 660, Division 12, also known as the Transportation Planning Rule ("TPR"). The TPR

contains numerous requirements governing transportation planning and project development.

Traffic impacts and the City's provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility.

(d) The subject property abuts two streets: Kavanagh Avenue and First Street. First Street and Kavanagh Avenue are technically County streets; however, the County Road Department typically yields to the City's street standards for development within the St. Helens Urban Growth Boundary.

First Street is improved (asphalt) but lacks frontage improvements such as sidewalk and curb along the subject property's frontage. City standards require such improvements. Kavanagh Avenue is also improved with asphalt but lacks frontage improvements such as sidewalk and curb along the subject property's frontage.

This property is not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements. As such, the only option is for the property owner to be required to sign and record an irrevocable consent to local improvement district, though, the applicant could improve the frontages if desired.

The City's Transportation Systems Plan designates First Street and Kavanagh Avenue as Local Streets and if improved, would be subject to Local Streets standards. The existing right-of-way widths for both First Street and Kavanagh Avenue is sufficient for this classification of street. Therefore, right-of-way dedication is not necessary.

(e) The subject property is not designated residential. Thus a needs analysis is not necessary.

Finding: The annexation approval criteria are met for this proposal.

SHMC 17.28.030 (2) – Annexation criteria

The plan designation and the zoning designation placed on the property shall be the city's zoning district which most closely implements the city's comprehensive plan map designation.

Discussion: The Comprehensive Plan designation is currently Unincorporated Highway Commercial, UHC. Upon annexation, the Comprehensive Plan designation would thus be Highway Commercial (Incorporated). The zoning would be Highway Commercial, HC.

Finding: The subject property shall be designated Highway Commercial (Incorporated), HC and zoned Highway Commercial, HC upon annexation.

SHMC 17.112.020 – Established & Developed Area Classification criteria

(1) Established Area.

- (a) An "established area" is an area where the land is not classified as buildable land under OAR 660-08-0005;
- (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
- (c) An area shown on a zone map or overlay map as an established area.

- (2) Developing Area. A “developing area” is an area which is included in the city’s buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

Discussion: OAR 660-008-0005 generally defines “Buildable Land” as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned. The subject property is not zoned residential. This provision does not apply.

Finding: This provision is not applicable.

CONCLUSION & DECISION


Based upon the facts and findings herein, the City Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Highway Commercial, HC, and be zoned Highway Commercial.

*This annexation will **not** be subject to voter approval subsequent to this land use process.*

Rick Scholl, Mayor

Date

COUNCIL ACTION SHEET

To:	The Mayor and Members of City Council	
From:	Sue Nelson, Public Works Engineering Director Neal Sheppeard, Public Works Operations Director	
Date:	17 May 2017	
Subject:	Award Pump Purchase for Lift Station No. 3	

Background:

Sanitary Lift Station No. 3 is located on S. 4th Street near the Kozy Korner. The pump station was upgraded approximately 20 years ago and one of the pumps has failed and needs to be replaced. The second pump is also showing signs of fatigue and should also be replaced. Another advantage of obtaining new pumps is that newer technology provides more efficient equipment translating to lower future operation and maintenance costs.

Quotes were obtained for the purchase of two new pumps. The following is a summary of the results:

FIRM	LOCATION	BID
Correct Equipment	Canby, OR	\$12,036.00
Xylem Water Solutions	Tualatin, OR	\$12,457.20
Hurley Engineering	Tacoma, WA	18,234.00

Funding is Included in the 2016/2017 approved budget as Pumps, Materials and Supplies, GL 018-022-653306, with a total budgeted amount of \$30,000, and a available budget as of 5-10-17 of \$22,031.10.

Recommendation:

Award the purchase of pumps and miscellaneous equipment for Sanitary Lift Station No. 3 to Correct Equipment and authorize signature of a Purchase Order.

Attachments:

Correct Equipment quotation; Xylem Water Solutions quotation; Hurley Engineering quotation

Aaron Kunders

From: Tim Owens <timo@correctequipment.com>
Sent: Tuesday, May 09, 2017 5:36 PM
To: Aaron Kunders
Subject: RE: Pumps

Aaron,

I'm glad I made the spreadsheet as I had a math error. See below, freight is additional. Let me know if you have any questions.

<u>Description</u>	<u>Price</u>	<u>QTY.</u>	<u>Extended</u>
FA10.51 Pump with 50' cables	\$ 5,139.00	2	\$ 10,278.00
Moisture Relay	\$ 154.00	2	\$ 308.00
Thermal Relay	\$ 92.00	2	\$ 184.00
Adapter	\$ 633.00	2	\$ 1,266.00
	TOTAL		\$ 12,036.00

Best Regards,

Tim Owens || Sales Rep



Office: 503.582.0555
Cell: 503.616.8279
Fax: 971.223.2975
www.correctequipment.com

From: Tim Owens
Sent: Monday, May 08, 2017 5:12 PM
To: 'Aaron Kunders'
Subject: RE: Pumps

Aaron,

For two pumps with the adapter it is \$12,756 plus freight. Is this ok or do you need it on a letterhead?

Best Regards,

Tim Owens || Sales Rep



**Xylem Water Solutions USA, Inc.
Flygt Products**

May 4, 2017

CITY OF SAINT HELENS
PO BOX 278
SAINT HELENS OR 97051

9625 SW Tualatin Sherwood Road
Tualatin, Oregon 97062
Tel (503) 240-1980
Fax (503) 240-3445

Quote # 2017-POR-0138
Re: St. Helens, City of L.S. #3 Upgrade

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

PUMPS

Qty	Description
2	Flygt Model NP-3102.095 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 5 HP 1750 RPM motor, 463 impeller, 1 x 50 Ft. length of SUBCAB 4G4+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve
2	MINI-CASII/FUS 120/24VAC,24VDC
2	SOCKET,11-PIN BACK MOUNTING

Total Project Price \$ 12,043.20

Freight Charge \$ 414.00

Total Project Price \$ 12,457.20

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.





Terms of payment: 100% N30 after invoice date.

Validity: This Quote is valid for ninety (90) days.

Terms of Delivery: PP/Add Order Position

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Olson".

Dave Olson
Sales Representative
Phone: 503-290-2175
Cell: 503-789-7330
david.olson2@xyleminc.com
Fax: 503-240-3445

A handwritten signature in black ink, appearing to read "Andee Kramer".

Andee Kramer
Technical Inside Sales Associate
Phone: 503-290-2170

andee.kramer@xyleminc.com
Fax: 503-240-3445

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2017-POR-0138
Customer Name: CITY OF SAINT HELENS
Job Name: L.S. #3 Upgrade
Total Amount: \$ 12,043.20
(excluding freight)

Signature: _____

Name: _____

(PLEASE PRINT)

Company/Utility: _____

PO: _____

Address: _____

Date: _____

Phone: _____

Email: _____

Fax: _____





Tacoma Office (Remit to:) 302 East 26th Street, Tacoma, WA. 98421 PH 253-272-9389 - FAX 253-272-9502		Tualatin Service Center 9400 SW Tualatin-Sherwood Rd, Tualatin, OR. 97062 PH 503-224-6330 - 800-850-7226		Express Quote	
Name / Address		Ship To		Date	Quote #
CITY OF ST HELENS PO BOX 278 SAINT HELENS OR 97051-0278		CITY OF ST HELENS 451 PLYMOUTH ST SAINT HELENS OR 97051-2558		5/8/2017	18791
				PH#	(503) 397-6272
				FAX#	
				Customer E-mail	
Customer Contact Information		PH#	E-mail	Rep.	PD Sales Person
AARON KUNDERS		503-397-2344	AARONK@CI.ST-HEL...		YES MATT
Terms	Est. Ship Date	FOB	NOTES		
Net 30	6/9/2017	FACTORY			
Item	Description	Qty	Cost	Total	
SUL-XFP100E-CB1.6-PE...	SULZER XFP SINGLE STAGE VERTICAL SUBMERSIBLE SEWAGE PUMP. DOUBLE MECHANICAL SEAL (SC/SC). 6 HP, 3PH, 1770 RPM, 230V, EXPLOSION PROOF MOTOR. 49' POWER CORD.	2	8,161.00	16,322.00T	
SUL-PEADAPTER	SULZER PUMPEX DUAL RAIL ADAPTER ALLOW LEAD TIME 3-4 WEEKS FROM FACTORY, PLUS TRANSIT TIME FREIGHT ADDITIONAL	2	956.00	1,912.00T	
			Sales Tax (0.0%) \$0.00		
			Total \$18,234.00		

EXTENSION OF COMMUNITY SERVICE AGREEMENT

This Extension is made on 05-02, 2017, between **City of St. Helens**, an Oregon municipal corporation ("St. Helens"), and **Columbia Humane Society** ("Society").

RECITALS

A. WHEREAS, on or about February 23, 2007, St. Helens and Society entered into an agreement ("Agreement") in which Society agreed to supervise and provide appropriate liability insurance for community service volunteers and St. Helens agreed to make community service referrals to Society; and

B. WHEREAS, Paragraph 1 of the initial extension to this Agreement provides that the agreement terminates on January 31, 2011, unless extended by mutual consent in writing signed by both parties; and

C. WHEREAS, the agreement has been extended twice in two year increments with the last one extending the agreement to June 30, 2017; and

D. WHEREAS, St. Helens and Society mutually desire to extend the term of the agreement for an additional two years.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the agreement signed on or about February 23, 2007 and extended in 2011, 2013 and 2015, shall be amended to reflect a **termination date of June 30, 2019**, unless earlier terminated according to the terms of the Agreement. Termination date is set to coincide with City's fiscal year.

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

ST. HELENS:

CITY OF ST. HELENS, an Oregon
municipal corporation

By: _____
Name: Rick Scholl
Its: Mayor

SOCIETY:

COLUMBIA HUMANE SOCIETY

By: Lisa Beggio
Name: Lisa Beggio
Its: Program Manager

EXTENSION OF PERSONAL SERVICES AGREEMENT

This Extension is made on _____, 2017, between City of St. Helens, an Oregon municipal corporation (“St. Helens”), and **Cindy Phillips** (“Contractor”).

RECITALS

A. WHEREAS, on or about June 17, 2015, St. Helens and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to legal review of City contracts and public contracting law; and

B. WHEREAS, Paragraph 3 of the Agreement provides that the agreement terminates on June 30, 2017, and that the City reserves the right to extend the contract for a period of two (2) years in one (1) year increments; and

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

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the agreement signed on or about June 17, 2015, shall be amended to reflect a **termination date of June 30, 2018**, unless earlier terminated according to the terms of the Agreement.

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

ST. HELENS:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon
municipal corporation

CINDY PHILLIPS

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____



Request for Council Action

To: City Council
From: Margaret Jeffries, Library Director
Date: May 10, 2017
Subject: Agreement to Participate in the Edge Initiative's 2017 Small and Rural Libraries Cohort

Background: The Oregon State Library has a statewide subscription to the Edge Initiative, a set of tools that helps libraries understand their community's technology needs and move forward to meet those needs. There is a strong alignment between the technology assessments in the Edge Initiative and the technology standards for public libraries in Oregon.

The national team that supports the Edge Initiative is looking to create a national cohort of small and medium libraries that wish to actively participate in the Edge Initiative for the next 12 months.

Up to five Oregon libraries (both rural and non-rural) who serve a population of 65,000 or less are eligible join this cohort. The St. Helens Public Library applied and was selected.

In order to participate in this inaugural cohort, libraries need to sign a letter of commitment and agree to complete an Assessment, create an Action Plan, attend each course in the Edge Curriculum, and use the Edge Executive Tools and Edge data to apply for a grant/external funding before April 30, 2018.

In exchange for their commitment, libraries will get the following:

- Quarterly Conference Call/Webinar for small and rural libraries
- Customized press release geared towards local government officials
- Contribute to a snapshot focusing on small and rural libraries
- Exclusive community of practice for small and rural libraries
- Four high-performing libraries will be featured in Library Profiles
- Special acknowledgement in an upcoming Edge newsletter
- Specialized coaching and learning opportunities through April 30, 2018
- Exclusive member meet-up at ARSL 2017 (St. George, UT)

Recommendation: The Library Director requests the Council's approval to participate in the Edge Initiative's 2017 Small and Rural Libraries Cohort by signing the following agreement.

April 17, 2017

Dear Edge Program Manager,

Commitment to Participate in the Edge Small and Rural Libraries Cohort 2017

I commit to participate in the Edge Small and Rural Libraries Cohort 2017, Edge is a groundbreaking tool developed to help libraries assess their technology, communicate its impact, and plan for the future.

I understand that the guidelines for participating in the Edge Small and Rural Libraries Cohort 2017 are contingent on a valid subscription to Edge. The Cohort is open to all public libraries who consider themselves small or rural libraries, and agree to the following conditions of participation:

- Maintain an active and valid Edge Subscription
- Submit the Edge Assessment within 90 days after the start date of the library's Edge Subscription.
- Create an Edge Action Plan online (or submit an alternative created by the library).
- Update the library's Action Plan at least quarterly.
- Require at least one staff member or volunteer from the library to attend each of the four Edge trainings.
- Use the Edge Executive Tools to communicate with stakeholders, partners, or the community.

By committing to and meeting these requirements, the library will remain an active participant in the Edge Small and Rural Libraries Cohort 2017, which includes access to exclusive benefits for participants. My library is currently covered under a statewide subscription, however I understand participation in the cohort requires an active subscription. Additionally, I understand participation is optional and can be discontinued if the library wishes or if the Program Manager deems the library has not met the requirements.

If my state library does not renew their Edge subscription, I acknowledge it is my library's responsibility to purchase an Individual Library Subscription within 30 days of the state subscription end date in order to maintain active participation in the Edge Small and Rural Libraries Cohort 2017.

I understand that this letter of commitment must be submitted electronically to Brett Beasley, Edge Program Manager, at bbeasley@urbanlibraries.org by May 31, 2017.

Library Director Signature

Date

Margaret Jeffries

Printed Library Director Name

St. Helens Public Library

Library Name

St. Helens

City

Oregon

State

Brenda Herren-Kenaga

Edge Primary Contact Name

brendah@ci.st-helens.or.us

Edge Primary Contact Email Address

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 **Maul Foster & Alongi, Inc.** ("Contractor").

RECITALS

A. The City is in need of on-call professional 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 on-call professional services, and Contractor accepts such engagement. The principal contact for Contractor shall be _____, phone _____.

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

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall continue in perpetuity.

4. Compensation. The terms of compensation 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:	Maul Foster & Alongi, Inc. 400 East Mill Plain Blvd. Suite 400 Vancouver, WA 98660

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. 03838]

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: May 17, 2017

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

MAUL FOSTER & ALONGI, INC.

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT A
Scope of Work

See attached



MFA WORK ORDER AUTHORIZATION

Between MFA and City of St. Helens (Client).

Signing of this Authorization by MFA and Client authorizes MFA to complete the Work as described below under the attached General Terms and Conditions for Environmental Services.

MFA Project No.: 0830.05

Work Order No.: 01

Project Name: St. Helens On-Call Professional Services

Project Location: St. Helens, Oregon

SCOPE OF WORK:

MFA will perform engineering and related professional services as directed by the Client on a per project basis. Unless otherwise specified by the Client, directives will take the form of Work Order Authorizations, outlining scope, schedule, and budget.

SCHEDULE OF WORK

MFA will begin work within five days of receiving authorization to proceed with each Client-approved project.

ESTIMATED COST OF WORK

Budgets for services will be established with the Client for each work scope requested, following the attached Schedule of Charges.

So agreed to this day of .

By Maul Foster & Alongi, Inc.:

By City of St. Helens:

Signature

Signature

Click here to type in signer's name.

Printed Name

Printed Name

Click here to type in signer's title.

Title

Title



GENERAL TERMS AND CONDITIONS FOR ENVIRONMENTAL SERVICES

ARTICLE 1—PROFESSIONAL RESPONSIBILITY

MFA shall perform the Services specified in this Agreement consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the Services are performed; subject, however, to any express limitations established by the CLIENT as to the degree of care and amount of time and expense to be incurred and any other limitations contained in this Agreement. No other representation, warranty or guaranty, express or implied, is included in or intended by this Agreement or any other of MFA's services, proposals, agreements or reports contemplated by this Agreement.

ARTICLE 2—INDEPENDENT CONTRACTOR STATUS; LEGAL RELATIONSHIP

The parties intend that MFA, in performing Services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. MFA shall be free to contract for similar services to be performed for other individuals or entities while it is under contract with CLIENT.

The parties further intend that nothing in this Agreement shall be construed or interpreted as requiring MFA to assume the status of an owner, operator, generator, person who arranges for disposal, transporter or storer, as those terms, or any other similar terms, are used in any federal, state or local statute, regulation, order or ordinance governing the treatment, storage, handling and disposal of any toxic or hazardous substance or waste.

ARTICLE 3—BILLING AND PAYMENT

Invoices will be submitted monthly and shall be due and payable upon receipt. Payment shall be made to Maul Foster & Alongi, Inc. and delivered to:

Maul Foster & Alongi, Inc.
400 East Mill Plain Blvd., Suite 400
Vancouver, WA 98660

Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. MFA may, at its option, withhold delivery of reports and any other data pending receipt of payment for services rendered. Remittance will be mailed to MFA at the address noted on such invoices or as MFA may otherwise advise.

ARTICLE 4—LIMITATION OF LIABILITY

CLIENT agrees to limit the liability of MFA, its officers, directors, shareholders, employees, agents and representatives (the "MFA Parties") to CLIENT for all claims and legal proceedings of any type arising out of or relating to the performance of Services under this Agreement (including, but not limited to, MFA's breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of MFA's Fee. Failure of CLIENT to give written notice to MFA of any claim of negligent act, error or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. In no event shall MFA be liable for any direct, special or consequential loss or damages. MFA is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort, including negligence.

ARTICLE 5—INDEMNIFICATION

Subject to the limitation of liability above, MFA shall indemnify, defend and hold CLIENT harmless from the proportionate share of any claim, suit, liability, damage, injury, cost or expense, including attorneys fees, or other loss (hereafter collectively called "Loss") arising out of (a) MFA Parties' breach of this Agreement or (b) MFA Parties' willful misconduct or negligence in connection with the performance of the Services under this Agreement.

CLIENT agrees to indemnify, defend and hold harmless MFA Parties from any Loss arising out of (a) CLIENT's breach of the Agreement, (b) CLIENT's willful misconduct or negligence in connection with performance of the Agreement, or (c) any acts taken or alleged failure to act with respect to matters covered in the section titled REPORTING AND DISPOSAL. CLIENT further agrees to indemnify MFA Parties to the fullest extent permitted by law against any Loss arising out of any actual or potential environmental contamination or pollution, including without limitation, any actual or threatened release of toxic or hazardous materials or the failure to detect or properly evaluate the presence of or design and implement remediation of such substances. Without limiting the generality of the foregoing, CLIENT specifically agrees to indemnify, defend and hold MFA Parties harmless for any Loss under CERCLA, RCRA or any other similar federal, state or local environmental regulation, order or ordinance, where such Loss arises out of or relates to any preexisting actual or potential contamination and/or MFA Parties' performance of services under this Agreement, but does not arise out of MFA Parties' willful misconduct or gross negligence. CLIENT further agrees to indemnify, defend and hold harmless the MFA Parties from any loss in excess of the liability limit set forth in the section titled LIMITATION OF LIABILITY and from any indirect, special or consequential loss or damages.

To the extent such Loss is caused by MFA's negligence, CLIENT shall indemnify, defend, and hold MFA harmless from the proportional share of the Loss resulting from the acts or negligence of others.

The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 6—TERM OF AGREEMENT; TERMINATION

The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 7—TIME OF PERFORMANCE/FORCE MAJEURE

MFA makes no warranties regarding the time of completion of Services, and shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond MFA's control.

Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. If such events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible performance of Services under this Agreement. Delays within the scope of this provision will extend the contract completion date for specified services commensurately or will, at the option of either party, make this Agreement subject to termination or to renegotiation.

ARTICLE 8—SUSPENSION OF SERVICES

CLIENT may suspend further performances of Services by MFA by ten (10) days prior written notice. If payment of invoices by CLIENT is not maintained on a thirty (30) day current basis, MFA may suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days will, at the option of MFA, make this Agreement subject to termination or renegotiation.

All suspensions will extend the contract completion date for specified services commensurately, and MFA will be paid for services performed to the suspension date plus suspension charges. Suspension charges are defined as those charges relating to costs incurred which are directly attributable to suspension of services, including, but not limited to, personnel rescheduling, equipment rescheduling, and/or reassignment adjustments.

ARTICLE 9—CHANGED CONDITIONS

If, during the course of the performance of the Services under this Agreement, conditions or circumstances develop or are discovered which were not contemplated by MFA at the commencement of this Agreement, and which materially affect MFA's ability to perform the Services or which would materially increase the costs to MFA of performing the Services, then MFA shall notify the CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and MFA shall renegotiate in good faith the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the mailing of such notice, MFA may terminate the Agreement and be compensated as set forth in the section of this Agreement entitled TERM OF AGREEMENT; TERMINATION.

ARTICLE 10—INSURANCE

MFA agrees to use its best efforts to maintain Professional Liability, Commercial General Liability, Automobile Liability, statutory Worker's Compensation and Employers' Liability insurance coverage during the period of performance of services hereunder in the following minimum amounts:

<u>LIMITS OF LIABILITY</u>	
A. Worker's Compensation Employer's Liability	Statutory \$1,000,000
B. Commercial General Liability (including Contractual Liability) Bodily Injury Property Damage	\$1,000,000 combined single limits for each occurrence or aggregate
C. Comprehensive Automobile Liability (Owned, Hired, and Non-owned Vehicles) Bodily Injury Property Damage	\$1,000,000 combined single limits for each occurrence or aggregate
D. Professional Liability:	\$1,000,000 combined single limits for each occurrence or aggregate

At CLIENT's request, insurance certificates will be provided by MFA to evidence such coverages.

ARTICLE 11—HAZARDOUS OR UNSAFE CONDITIONS

CLIENT has fully informed MFA of the type, quantity, and location of any hazardous, toxic, or dangerous materials or unsafe or unhealthy conditions which CLIENT knows or has reason to suspect exists at all real property where the Services are to be performed (the "Project Site"). CLIENT shall immediately inform MFA when it becomes aware of any new information as to the foregoing which may affect the project, such as information to constitute a CHANGED CONDITION subject to the provisions of Article 9 of this Agreement. If conditions at or around the Project Site require MFA to take emergency measures to protect the health and safety of the CLIENT Parties and/or the public, or to prevent undue harm to the environment, CLIENT agrees that the Fee shall be appropriately adjusted to compensate MFA for the cost of such emergency measures.

MFA shall not be responsible for the health and safety of any persons other than the MFA Parties, nor shall have any responsibility for the operations, procedures or practices of persons or entities other than the MFA Parties.

ARTICLE 12—SUBSURFACE OBSTRUCTIONS

CLIENT shall provide to MFA plans which designate the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site. CLIENT shall be responsible for any damage inadvertently caused by MFA to any subsurface structure not so designated. CLIENT warrants the accuracy of any information supplied by it to MFA and understands and agrees that MFA is entitled to and may rely upon the accuracy of any and all information supplied by CLIENT without independently verifying its accuracy. MFA may assist CLIENT in obtaining locator services to help CLIENT in identifying subsurface obstructions, but CLIENT agrees to indemnify and hold MFA harmless against any Loss arising out of or connected with CLIENT's inaccurate identification of underground obstructions.

ARTICLE 13—RIGHT OF ENTRY AND UNAVOIDABLE DAMAGES

Client agrees to grant or arrange for right of entry when deemed necessary by MFA to perform the Services at the Project Site, whether or not the Project Site is owned by CLIENT. CLIENT recognizes that the use of investigative equipment and practices may unavoidably alter conditions or affect the environment at the Project Site. While MFA will take all reasonable precautions to minimize damage to the Project Site, the cost of repairing any such damage shall be borne by CLIENT, and it is understood that the correction of such damage is not part of the Services or the Fee contemplated by this Agreement.

ARTICLE 14—REPORTING AND DISPOSAL

CLIENT shall be solely responsible for notifying all appropriate federal, state, regional, local, or other governmental agencies of the existence of any hazardous, toxic, or dangerous materials on or in the Project Site or discovered during the performance of

this Agreement. MFA may, in its sole discretion, agree to notify such agencies on behalf of CLIENT, as CLIENT's agent. However, no agreement by MFA to make such notification on behalf of CLIENT shall be construed to be an agreement to make such notification on any preceding or subsequent occasions.

CLIENT shall be solely responsible for arranging and paying the costs to lawfully store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes, including, but not limited to, used or unused samples, drill cuttings, water from well development and/or testing left on-site by MFA in connection with performing Services under this Agreement. MFA may, in its sole discretion, agree to make such arrangements on behalf of CLIENT, as CLIENT's agent. However, no agreement by MFA to make such arrangements of behalf of CLIENT shall be construed to be an agreement to make such arrangements on any proceeding or subsequent occasions.

ARTICLE 15—SAMPLES, DRILL CUTTINGS AND WELL WATER

MFA shall not be obligated to preserve soil, rock, water and other samples obtained from the Project Site as MFA deems necessary for longer than ninety (90) days. CLIENT agrees to receive any such unused sample material for its sole, lawful storage, treatment, or disposal at any time after expiration of the ninety (90) day term.

ARTICLE 16—SUBCONTRACTORS

MFA may, in its sole discretion, subcontract for the services of others without obtaining CLIENT's consent where MFA deems it necessary or desirable to have others perform certain services. If MFA, in its sole discretion, deems it necessary or desirable to obtain Client's advance concurrence as to any proposed subcontract, MFA may make a written request to CLIENT to review the qualifications and suggested scope of work to be performed by such proposed subcontractor and CLIENT shall either grant or deny such concurrence within a reasonable time after receipt of such request.

ARTICLE 17—OWNERSHIP AND REUSE OF DOCUMENTS

All documents furnished by MFA pursuant to this Agreement are instruments of MFA's services. MFA may retain an ownership and property interest therein, and MFA shall, in its sole discretion, have the right to dispose of or retain all such documents. Such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse without specific written verification and adaptation by MFA for the specific purpose intended will be at the reuser's sole risk and without liability or legal exposure to MFA. Any transfer of electronic data hereunder is solely for Client's convenience "as is" without warranty as to contents, and is not the project deliverable unless specifically agreed to the contrary. MFA disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose.

ARTICLE 18—NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries of this Agreement, and no third party shall be entitled to rely upon any work performed or reports prepared by MFA hereunder for any purpose whatsoever. CLIENT shall indemnify and hold MFA harmless against any liability to any third party for any Loss arising out of or relating to the reliance by any such third party on any work performed or reports issued by MFA hereunder.

ARTICLE 19—DESIGNS AND DISCOVERIES

In the course of providing Services to CLIENT, MFA may utilize or develop designs, ideas, discoveries, inventions, or improvements of these (collectively "Ideas"), made by the MFA Parties. CLIENT agrees that MFA's utilization or development of such Ideas does not grant CLIENT any right in the form or ownership or license to such Ideas. All Ideas utilized or developed while providing CLIENT Services shall be deemed to be property of MFA.

ARTICLE 20—LAWS AND REGULATIONS

Both parties will be entitled to regard all applicable laws, rules, regulations and orders issued by any federal, state, regional or local regulatory body as valid and may act in accordance therewith until such time as the same may be modified or superseded by such regulatory body or invalidated by final judgment in a court of competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

In the event there are changes in existing laws, codes, regulations, orders or ordinances, or the interpretation thereof, following the performance of professional services, CLIENT agrees to defend, indemnify and hold MFA harmless from any and all claims,

including claims for fines or penalties imposed, resulting from or alleged to have resulted from noncompliance with or nonincorporation of such changes in professional services prior to the effectiveness of such changes.

ARTICLE 21—ASSIGNMENT

Neither party to this Agreement may delegate, assign, or otherwise transfer its rights and interests or duties and obligations under this Agreement without prior written consent of the other party.

ARTICLE 22—ATTORNEYS' FEES AND COSTS

If any action or proceeding is commenced to enforce or interpret any of the terms or conditions of this Agreement or the performance thereof, including the collection of any payments due hereunder, the prevailing party will be entitled to recover all reasonable attorneys' fees, costs and expenses, including staff time at current billing rates, court costs, and other claim-related expenses.

If MFA is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by MFA, CLIENT agrees to pay all costs and expenses incurred by MFA not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates and reproduction expenses.

ARTICLE 23—GOVERNING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State from which MFA's services are procured.

ARTICLE 24—SEVERABILITY

Any provision of this Agreement held in violation of any law will be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. The parties will attempt in good faith to replace any invalid or unenforceable provision(s) of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

ARTICLE 25—ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CLIENT and MFA. It supersedes any and all prior written or oral agreements, negotiations, or proposals, or contemporaneous communications with respect to the subject matter hereof, and has not been induced by any representations, statements, or agreements other than those herein expressed. No amendment to this Agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by authorized representatives of both parties.

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000	
		w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence	\$500,000 or per contract	YES
	Annual Aggregate	\$500,000 or per contract	

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Durham and Bates Agencies, Inc. 720 SW Washington St. Ste 250 Portland OR 97205-3554	CONTACT NAME: Kristi Calvin PHONE (A/C, No, Ext): 503-241-9219 FAX (A/C, No): 503-542-0623 E-MAIL ADDRESS: kristic@dbates.com														
INSURED Maul Foster & Alongi, Inc. 400 East Mill Plain Blvd., Suite 400 Vancouver WA 98660-3491	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Underwriters at Lloyd's London</td> <td>15792</td> </tr> <tr> <td>INSURER B : Hartford Underwriters Ins Co</td> <td>30104</td> </tr> <tr> <td>INSURER C : Saif Corporation</td> <td>36196</td> </tr> <tr> <td>INSURER D : Hartford</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Underwriters at Lloyd's London	15792	INSURER B : Hartford Underwriters Ins Co	30104	INSURER C : Saif Corporation	36196	INSURER D : Hartford		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Underwriters at Lloyd's London	15792														
INSURER B : Hartford Underwriters Ins Co	30104														
INSURER C : Saif Corporation	36196														
INSURER D : Hartford															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 295524096

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	PGIARK06140-01	4/25/2017	4/25/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	52UECKT2223	4/25/2017	4/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	DCEXS000064-00	4/25/2017	4/25/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	781107 - Oregon 52WECRR1259- Other States Incl WA Stop Gap	10/1/2016 10/1/2016	10/1/2017 10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab	N	N	PGIARK06140-01	4/25/2017	4/25/2018	Per Claim Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Personal Services Agreement. General Liability Additional Insured, Primary and Non-Contributory and Waiver of Subrogation.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Policy Number: PGIARK06140-01

COMMERCIAL GENERAL LIABILITY

CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization: Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional insured. However, this status exists only for the project specified in that contract.
Location And Description of Completed Operations:
Additional Premium: Included

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

CG 20 37 10 01

Policy Number: PGIARK06140-01

COMMERCIAL
GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to provide a waiver of subrogation.

However, this status exists only for the project specified in that contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ATTACHMENT C
Terms of Compensation

See attached.



SCHEDULE OF CHARGES

PERSONNEL CHARGES

Principal	\$150–250/hour
Senior	\$110–185/hour
Project	\$95–145/hour
Staff	\$80–120/hour
GIS Professional.....	\$90–185/hour
Drafter/CADD Operator.....	\$80–95/hour
Technical Writer/Editor	\$80–95/hour
Administrative Assistant.....	\$70–85/hour

Depositions and expert witness testimony, including preparation time, will be charged at 200 percent of the above rates.

Travel time will be charged in accordance with the above rates.

OUTSIDE SERVICES

Charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction	Rented equipment
Rented vehicles	Shipping charges
Transportation on public carriers	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

SUBCONTRACTORS

Charges for subcontractors will be billed at cost plus 15 percent.

DIRECT CHARGES

Vehicle per mile\$0.75

COMPUTER CHARGES

CADD, ArcGIS.....\$20.00/hour

EQuIS, EVS, Modeling Applications.....\$30.00/hour

FIELD EQUIPMENT

The rates for field equipment are set forth in the Field Equipment Rate Schedule.

DOCUMENT PRODUCTION

The rates for document production are set forth in the Document Production Rate Schedule.

RATE CHANGES

Schedule of Charges and Standard Equipment Rates are subject to change without notice.

BILLING AND PAYMENT

Invoices will be submitted monthly and shall be due and payable upon receipt. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount.

CONTRACT PAYMENTS

City Council Meeting
May 17, 2017

Murray, Smith & Associates, Inc.

Project: SD-146 Godfrey Park Storm (Inv#09-1078-84)	\$	4,350.50
---	----	-----------------

S-2 Contractors, Inc.

Project: Various (Inv#1705E1)	\$	8,114.93
-------------------------------	----	-----------------

James W. Fowler Co.

Project: SD-146 Godfrey Park Storm (PE#11)	\$	29,360.70
--	----	------------------

KP



Murray, Smith & Associates, Inc.
Engineers/Planners

RECEIVED

MAY 01 2017

CITY OF ST. HELENS

888 SW 5th Avenue, Suite 1170 ■ Portland, OR 97204 ■ PHONE 503.225.9010

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

April 25, 2017

Invoice No: 09-1078 - 84

Invoice Total \$4,350.50

Project 09-1078 Sanitary Sewer Rehabilitation Program

For professional engineering services performed through March 31, 2017

Task 370 Engineering Support Services during Construction - Godfrey Park

Labor

	Hours	Rate	Amount	
Professional Engineer VI	2.00	151.00	302.00	
Total	2.00		302.00	
Labor Subtotal				302.00
			Task Total	\$302.00

Task 380 Post Construction Services - Godfrey Park

Labor

	Hours	Rate	Amount	
Professional Engineer VI	2.00	151.00	302.00	
Engineering Designer II	6.50	116.00	754.00	
Technician IV	19.50	129.00	2,515.50	
Total	28.00		3,571.50	
Labor Subtotal				3,571.50

In-House Reimbursable

CADD Time	477.00	
In-House Reimbursable Subtotal	477.00	477.00

Task Total \$4,048.50

Invoice Total \$4,350.50

SD-146 Godfrey Park Storm

010-304-653409

APPROVED FOR PAYMENT

INIT	DATE
<u>MM</u>	<u>5-9-17</u>
<u>MM</u>	<u>5-8-17</u>
<u>MM</u>	

ACCOUNTS PAYABLE
FINANCE
SUPERVISOR

KP

S-2 Contractors, Inc.

6860 S. Anderson Rd.

Aurora, Or. 97002

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

Invoice

DATE	INVOICE #
4/14/2017	1705E1

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

OR. CCB# 67253 AZ. CCB# ROC185469

QTY	DESCRIPTION	RATE	AMOUNT
1,545.7	PREP & PAVE PATCHES @ 3"	5.25	8,114.93
	010-304-653400 Storm		\$ 3,570.00
	010-302-653201 Water		\$ 1,879.50
	011-011-523000 Patching		\$ 1,027.43
	010-301-653101 Sidewalk		\$ 1,638.00
<p>APPROVED FOR PAYMENT</p> <p>INIT <u>MP</u> ACCOUNTS PAYABLE DATE <u>5/9/17</u></p> <p><u>gr</u> FINANCE SUPERVISOR <u>4-9-17</u></p>			

--

NET 30 DAYS

Total

\$8,114.93

KP

James W. Fowler Co.
12775 Westview Drive
Dallas, OR 97338

Godfrey Park Storm Sewer Replacement Project

Date 5/1/2017
Pay Estimate 11

Invoice: Pay Estimate #11 to City of St. Helens

Bid Item No.	Description	Bid Quantity	UM	Unit Price	Contract Amount	Current Billing Quantity	Current Billing Amount	Previous Billing Quantity	Previous Billing Amount	Total To Date Quantity	Total To Date Amount	% Complete To Date
28	Native Seeding - See Note #1	0.50	AC	\$16,000.00	\$ 7,500.00	0.18	\$ 2,700.00	0.32	\$ 4,800.00	0.50	\$ 7,500.00	100%
29	Native Shrub Planting, #1 Container	349.00	EA	\$14.00	\$ 4,886.00	349.00	\$ 4,886.00	0.00	\$ -	349.00	\$ 4,886.00	100%
30	Native Tree Planting, #5 Container	29.00	EA	\$80.00	\$ 2,320.00	29.00	\$ 2,320.00	0.00	\$ -	29.00	\$ 2,320.00	100%
31	Habitat Mitigation - Plant Establishment	1.00	LS	\$21,000.00	\$ 21,000.00							
	Materials	1.00	LS	\$15,000.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ -	100%	\$ 15,000.00	100%
	Installation	1.00	LS	\$6,000.00	\$ 6,000.00	100%	\$ 6,000.00	0%	\$ -	100%	\$ 6,000.00	100%
Totals					\$ 35,706.00		\$ 30,906.00		\$ 4,800.00		\$ 35,706.00	100.00%
Retainage (5%):							\$ 1,545.30		\$ 240.00		\$ 1,785.30	
Amount Due:							\$ 29,360.70		\$ 4,560.00		\$ 33,920.70	

\$29,360.70

SD-146 Godfrey Park Storm
010-304-653409

APPROVED FOR PAYMENT

INIT

DATE

[Signature]

ACCOUNTS PAYABLE

FINANCE

SUPERVISOR

5/10/17
5-10-17

James W. Fowler Co.



General Contractors

March 1, 2017

Sue Nelson, PE
Engineering Supervisor
City of St. Helens
265 Strand Street
St. Helens, OR 97051

e-mail: Suen@ci.st-helens.or.us
Phone: 503.397.6272

Subject: Progress Payment Request #11

Dear Sue,

Please see the attached progress payment for planting activities on the Godfrey Park Storm Sewer Replacement Project.

This pay request includes the following items:

Complete Bid Item 28 – Native Seeding

Complete Bid Item 29 – Native Shrub Planting

Complete Bid Item 30 – Native Tree Planting

Complete Bid Item 31 – Habitat Mitigation

The Progress Payment Invoice totals \$30,906.00, less 5% retainage of \$1,545.30, for an amount due of \$29,360.70.

Attached is a calculation sheet with all of the bid items and details. Please feel free to contact me at (503) 623-5373 with any questions.

Regards,

A handwritten signature in black ink, appearing to read 'Scott Thibert'.

Scott Thibert

Project Manager

City of St. Helens

Budget Committee

Budget Meeting Minutes

May 18, 2016

Council & Members Present:

Randy Peterson, Mayor
Doug Morten, Council President
Keith Locke, Councilor
Susan Conn, Councilor
Ginny Carlson, Councilor
Patrick Birkle, Committee Member
Bill Eagle, Committee Member
Paul Barlow, Committee Member
Garrett Lines, Committee Chair
Mike Funderburg, Committee Member

Staff Present:

John Walsh, City Administrator
Jon Ellis, Finance Director
Terry Moss, Chief of Police
Sue Nelson, Public Works Engineering Director
Neal Sheppard, Public Works Operations Director
Lisa Scholl, Committee Secretary

Members Absent:

None

Others:

Nicole Thill, Spotlight



Chair Lines called the meeting called to order at 6 p.m.

Finance Director Ellis presented a PowerPoint presentation. A copy of the presentation is attached.

Approval of Minutes

The May 5, 2016 minutes were distributed and posted online. Chair Lines made the following correction: "...Chair Lines approved the April 7, 2016 meeting minutes as written..." change to "the April 7, 2016 meeting minutes were approved as written." The minutes were approved as corrected.

Recap of Approved Budget

Finance Director Ellis reviewed the PowerPoint presentation.

Public Hearing

◆ No comments.

End of Public Hearing

Deliberations

Finance Director Ellis reviewed the additional staff recommended amendments.

1. Code Enforcement – change from one FTE to two part-time.
 - a. That would prevent the Public Works backfill.
 - b. Will reduce the reduction to reserves.

2. Additional two part-time seasonal employees to maintain White Paper and Veneer properties (.5 FTE).
3. Direct charge Assistant Planner to Economic Development Fund.
4. Carry forward of Capital projects.
 - a. McCormick Park Pedestrian Bridge – projected to be completed by June 30, 2016.
 - Will not need to carry forward those funds.
 - b. Dock Repairs – anticipate project time-line moved out.
 - Waiting for permits.
 - c. Godfrey Outfall – project completion further delayed.

Review of the reserve funds. Mayor Peterson expressed concern that the budget is not sustainable long term by continuing to draw so heavily on reserves. It may not be fiscally responsible to add the code enforcement position. Committee Member Eagle also questioned the sustainability.

Committee Member Funderburg would like to discuss increasing revenue. Mayor Peterson agreed and would like to talk about it over the next year. He does not want to be put in a position of hiring a code enforcement officer this year and then have to lay them off next year. Committee Member Birkle agreed with not wanting to lay that position off next year. He wants staff to look closely at additional revenue sources. Councilor Carlson agreed that the position is not sustainable at this time. However, there's nothing that would prevent us from adding it mid-year when a revenue source is found.

Council President Morten feels code enforcement is an essential position. He constantly receives calls asking why we are not enforcing our laws. We have to find a way to fund the position full-time, especially during the summer. Councilor Conn asked how he feels about dipping into reserves to do that. Morten does not feel good about that but knows we need it. Why has that position taken a back seat?

Committee Member Birkle repeated that this does not seem sustainable. He agreed that we seem to continue to add office positions but never consider adding back the code enforcement position. He is strongly in favor of adopting the budget with the full-time code enforcement officer position. Committee Member Funderburg agreed. The Committee is only making a recommendation. City Council has the final decision. He's concerned they may end up with no one by splitting it into two part-time positions.

Motion: Committee Member Funderburg moved to approve the presented changes to the budget for items two, three and four. Committee Member Eagle seconded. All in favor; none opposed; motion carries.

Motion: Mayor Peterson moved to approve the FY 2016-17 City of St. Helens Ad Valorem Property Taxes. Councilor Locke seconded. All in favor; none opposed; motion carries.

Motion: Councilor Locke moved to recommend approval of the FY 2016-17 City of St. Helens budget as amended. Committee Member Eagle seconded. Peterson, Morten, Locke, Carlson, Funderburg, Birkle, Eagle, Barlow and Lines in favor; Conn opposed; motion carries.

Questions/Comments

None


Next Meeting Date:

City Council Public Hearing will be June 1, 2016 at 6:30 p.m. in the City Council Chambers.



There being no further business, the meeting was adjourned at 7 p.m.

ATTEST:



Garrett Lines, Chair




Jon Ellis, Finance Director

Matt Brown, F.D.


Prepared by: Lisa Scholl, Committee Secretary

PowerPoint Presentations attached.



City of St. Helens

Budget Committee Meeting
May 18, 2016



Facilitated by: Jon Ellis
Finance Director / Budget Officer

1

Budget Committee Agenda

- Approve Minutes from May 5, 2016
- Recap of Approved Budget
- Public Hearing
 - Time allotted to allow for public comments
- Deliberations
 - Review proposed budget adjustments
 - Other
- Motion to Recommend City of St Helens FY 2016-17:
 - Ad Valorem Property Taxes
 - Proposed Budget
- Next:
 - City Council Public Hearing June 1st (Budget / Revenue Sharing)
 - Adoption June 15th

2

Approve Minutes

Budget Committee minutes dated May 5, 2016

3

Recap Budget Amendments Meeting of 5-5-16

Budget Items	Uses				Sources		
	Appropriations	Contingencies	Ending FB	Total	Beginning FB	Revenues	Total
Proposed Budget	22,564,040	2,938,343	9,775,429	35,277,812	14,780,778	20,497,034	35,277,812
Youth Council	5,000	-	-	5,000	-	5,000	5,000
ICAP Adjustments	-	-	-	-	-	-	-
CIP - Street Lighting	325,000	-	-	325,000	-	325,000	325,000
Debt Service - Street Lighting	-	-	-	-	-	-	-
Potential PW Shops Expansion	350,000	-	-	350,000	-	350,000	350,000
Potential PW Shops Expansion - Transfers	350,000	-	(350,000)	-	-	-	-
Visitor & Tourism projects							
Branding and Way Finding	100,000	-	(50,000)	50,000	-	50,000	50,000
Arts - Gateway Phase 2 (Tourism 008)	20,000	-	(20,000)	-	-	-	-
Arts - Gateway Phase 2 (Com. Enh 009)	-	-	20,000	20,000	-	20,000	20,000
CIP - Parks - Columbia View (Tourism 008)	10,000	-	(10,000)	-	-	-	-
CIP - Parks - Columbia View (CIP 010)	10,000	-	-	10,000	-	10,000	10,000
PEG Access	21,000	-	-	21,000	21,000	-	21,000
PD - Purchase Police Car (GF 001)	40,000	-	(40,000)	-	-	-	-
PD - Purchase Police Car (CIP 010)	40,000	-	-	40,000	-	40,000	40,000
Code Enforcement							
PT to full time (GF 001)	45,300	-	(45,300)	-	-	-	-
PT to full time (Other Funds)	(44,000)	-	44,000	-	-	-	-
PW Back fill Term Limited (Other Funds)	82,310	-	(82,310)	-	-	-	-
Total adjustments to proposed budget made 5-5-16	1,354,610	-	(533,610)	821,000	21,000	800,000	821,000
Approved Budget as of 5-5-2016	23,918,650	2,938,343	9,241,819	36,098,812	14,801,778	21,297,034	36,098,812

4

Total Approved FY 16-17 Budget

Fund	Resources			Uses		Resources in excess of Uses	Contingency	Unappropriated Fund Balance
	Beginning working capital	Revenues	Transfers	Expenditures	Transfers			
General Fund	1,645,886	4,473,390	22,070	4,604,195	72,600	1,464,551	913,000	551,551
Special Revenue Funds								
Economic Development	-	850,000	549,850	1,139,800	-	260,050	237,290	22,760
Visitor & Tourism	199,241	205,500	-	236,000	30,000	138,741	19,500	119,241
Community Enhancement	556,041	232,364	43,530	305,106	157,560	369,269	80,510	288,759
Capital Improvement	5,846,240	1,743,560	1,967,000	4,786,100	200,000	4,570,700	670,000	3,900,700
CDBG	-	56,680	-	56,680	-	-	-	-
Streets (Gas Tax)	656,813	881,450	-	788,020	54,970	695,273	100,000	595,273
Internal Service Funds								
Administrative Services	154,222	1,489,330	-	1,585,509	-	58,043	58,043	-
Public Works	-	272,030	40,000	272,030	-	40,000	40,000	-
Fleet	33,142	278,000	-	291,980	-	19,162	10,000	9,162
Enterprise Funds								
Water Operating	2,174,955	3,220,780	-	2,812,870	909,580	1,673,285	300,000	1,373,285
Sewer Operating	3,535,238	4,971,500	-	4,417,910	1,197,740	2,891,088	510,000	2,381,088
Grand Total	14,801,778	18,674,584	2,622,450	21,296,200	2,622,450	12,180,162	2,938,343	9,241,819
Total Budget			36,098,812		36,098,812			
Unappropriated fund balance			(14,801,778)		(9,241,819)			
Contingency			0		(2,938,343)			
Transfers			(2,622,450)		(2,622,450)			
Internal Services			(2,103,250)		(2,103,250)			
Net Budget			16,571,334		19,192,950			

Draw on
(2,621,616) reserves

5

Overview of Total Budget

- 90% of revenues from 5 revenue categories

- Utilizes Revenue sharing for General Fund Operations

- Staffing 70.45 FTE (2.52 increase)

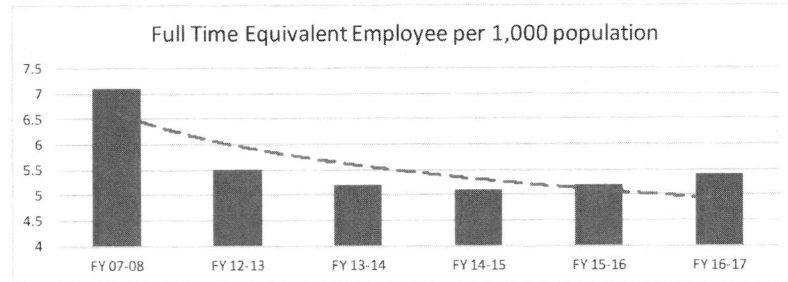
- Major CIP

- Street Lighting
- Godfrey Outfall
- Gable Road
- 2 MG Reservoir Rehab
- Water/Sewer Main Replacements

	Budget 2016-17	Percent total	Adjustments to net*	Net Budget	Percent total	Percent current
Resources						
Beginning working capital	14,801,778	41%		14,801,778	47%	0%
Charges for services	8,659,640	24%	(306,280)	8,353,360	27%	50%
Intergovernmental	2,206,115	6%		2,206,115	7%	13%
Property taxes	1,695,890	5%		1,695,890	5%	10%
Franchise fees	1,525,710	4%		1,525,710	5%	9%
Loan Proceeds	1,147,900	3%		1,147,900	4%	7%
Licenses and permits	405,400	1%		405,400	1%	2%
Fines and forfeitures	218,300	1%		218,300	1%	1%
Miscellaneous	826,459	2%		826,459	3%	5%
Motel/Hotel	126,000	0%		126,000	0%	1%
Interest earnings	68,200	0%		68,200	0%	0%
Transfers	2,622,450	7%	(2,622,450)	-	0%	0%
Indirect cost allocation - CC	1,796,970	5%	(1,796,970)	-	0%	0%
Current revenues	21,299,034	59%	(4,725,700)	16,573,334	53%	0%
Total resources	36,100,812	100%	(4,725,700)	31,375,112		
Personnel Services	7,552,910	21%		7,552,910	39%	0%
Materials and Supplies	7,132,840	20%	(2,103,250)	5,029,590	26%	0%
Capital Outlay	4,915,100	14%		4,915,100	26%	0%
Debt Service	1,695,350	5%		1,695,350	9%	0%
Transfers	2,622,450	7%	(2,622,450)	-	0%	0%
	23,918,650	66%	(4,725,700)	19,192,950	100%	0%
Contingency	2,938,343	8%	(2,938,343)	-	0%	0%
Ending fund balance	9,241,819	26%	(9,241,819)	-	0%	0%
	36,098,812	100%	(16,905,862)	19,192,950	100%	0%
Net draw on reserves				(2,619,616)		

6

History of Staffing



Department	FY 07-08	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17
Admin/CD	18.50	14.50	14.00	14.00	15.30	17.30
Police	24.00	18.00	17.00	17.00	17.00	17.00
Library	6.50	5.65	5.46	5.29	5.30	5.50
Public Works*	36.70	32.80	30.50	29.75	30.25	30.65
Total Staffing	85.70	70.95	66.96	66.04	67.85	70.45

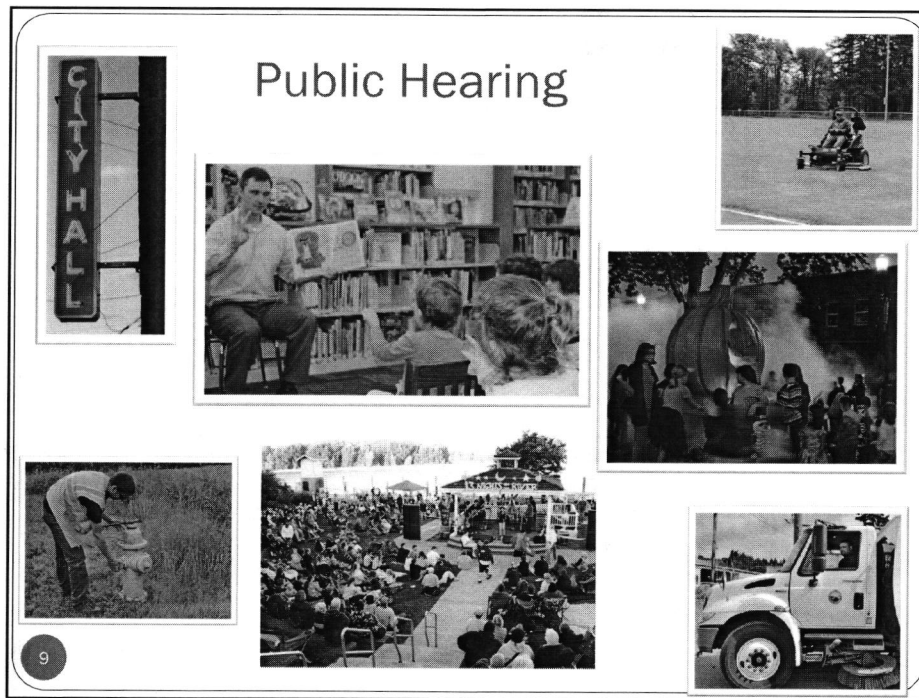
- Just shy FY 12-13 staffing levels
- Between FY 07-08 and FY 14-15 lost 23% of total workforce or 33% of General Fund funded positions

7

Overall Cost Drivers

- Personnel Services up \$306,450 or 4%
 - Merit and COLA increases (\$134,200)
 - Medical insurance increase (\$63,200)
 - Additional Staffing increase
- Materials and supplies up \$613,360 or 9.4%
 - Brownfield grant – Economic Development (\$200,000)
 - Police Justice Grant for Crisis Intervention Team (\$153,930)
 - Pass through of taxes associated with Cascade Lease (\$150,000)
- Capital Improvements
 - Godfrey Park Outfall, Street Lighting, 2MG Reservoir Rehabilitation, S10th Street Pump Station reroute

8



9

Deliberations – Additional Staff Recommended Amendments

Item	Expenditure Classification	Amount	General Fund 001	Econ. Dev. Fund 004	Capital Impr. Fund 010	Streets Fund 011	Water Fund 017	Sewer Fund 018
1 - Modify Code Enforcement Officer	Personnel services	(48,380.00)	(28,730.00)	-		(3,110.00)	(7,190.00)	(9,350.00)
Two PT officers - 5 days/week in summer and 2 days/week in winter (offset - increase unappropriated fund balance)								
2 - Two Part-time Seasonal	Personnel services	11,520.00		11,520.00				
Two PT Seasonals for maintenance of White Paper and Veneer Properties (.5 FTE) (offset - decrease unappropriated fund balance)								
3 - Part-Time Assistant Planner Allocation		0	(7,360.00)	7,360.00				
Allocate part of General Fund - Assistant Planner to Economic Development (.1FTE) (offset - increase GF / decrease EDF - Unappr)								
4 - Capital Improvement Projects - Carry Forwards (offset Beginning Fund Balance)								
a - McCormick Park Ped Bridge	Capital Outlay	(12,300.00)			(12,300.00)			
b - Dock Repairs	Capital Outlay	6,500.00			6,500.00			
c - Godfrey Outfall	Capital Outlay	300,000.00			300,000.00			
Total Staff Recommended Amendments		257,340.00	(36,090.00)	18,880.00	294,200.00	(3,110.00)	(7,190.00)	(9,350.00)

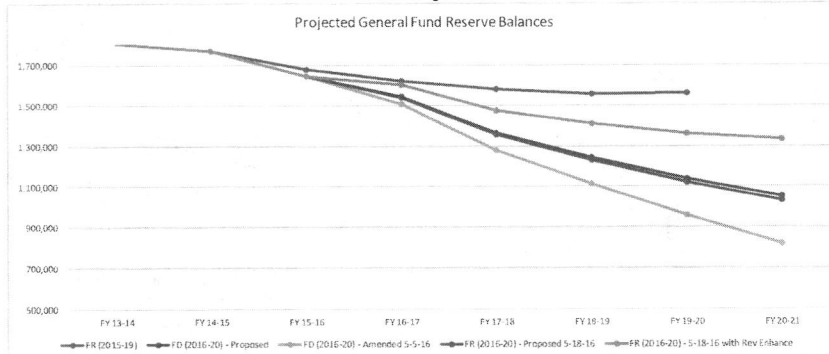
1. Code Enforcement – Change from 1 FTE to two Part-Time
2. Additional 2 Part-time Seasonal Employees to maintain White Paper and Veneer Properties (.5 FTE)
3. Direct Charge Assistant Planner to Economic Development Fund
4. Carry Forwards of Capital Projects
 - a) McCormick Park Ped Bridge – projected to be completed by 6-30-16
 - b) Dock Repairs – anticipate project time-line moved out
 - c) Godfrey Outfall – Project completion further Delayed

10

Deliberations

General Fund - Five Year Forecast
FY 16-17 through FY 20-21

Projected General Fund Reserve Balances

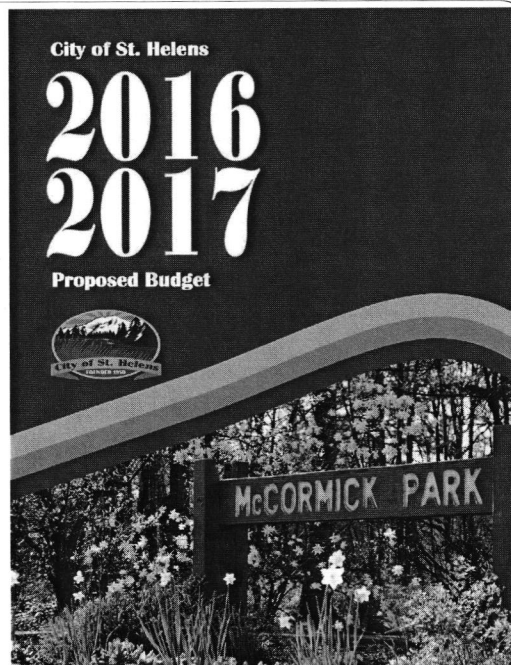


Reserve / Operating Expense	Historic	Actual	Projected	Proposed	Forecast			
	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Proposed	49%	45%	39%	34%	29%	26%	23%	20%
Amended 5/5/16	49%	45%	39%	33%	27%	23%	19%	16%
Proposed 5/18/16	49%	45%	39%	34%	29%	25%	22%	20%
Proposed 5/18/16 rev enhanced	49%	45%	39%	35%	31%	29%	27%	26%

- PERS increase in FY 17-18 – average 26%
- Level of Funding of Code Enforcement Officer
- Revenue Enhancement – Assume \$60K

11

Deliberations



12

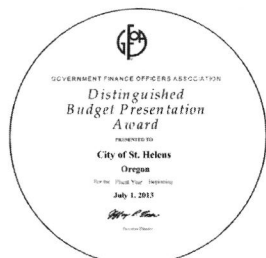
Motions

- Approve any additional changes to approved budget
- Approve FY 2016-17 City of St. Helens Ad Valorem Property Taxes
 - Approve the City of St. Helens permanent tax rate of \$1.9078 per thousand of assessed value for general fund operations
 - Motion for final approval
 - Discussion and review
 - Vote on the motion to approve City of St. Helens FY 2016-17 ad valorem property taxes
- Recommend FY 2016-17 City of St. Helens Budget
 - Motion for final approval
 - Discussion and review
 - Vote on the motion for final approval of the FY 2016-17 City of St. Helens Budget

13

Budget Process - Next Steps

- June 1, 2016 City Council Meeting - Public Hearing
- June 15, 2016 City Council Meeting – Adoption



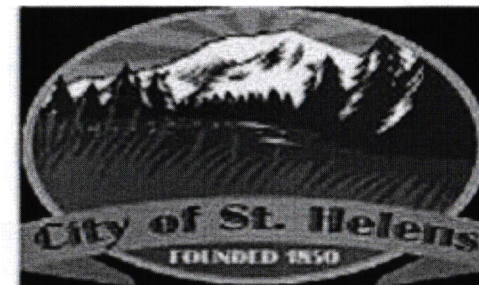
14

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 04/27/2017 - 3:21PM
 Batch: 00015.04.2017 - AP 4/28/17 FY 16-17

217



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
BOBCAT OF PORTLAND									
003749									
2362142	4/18/2017	260.70	0.00	04/28/2017				False	0
015-015-501000 Operating Materials & Supp				MOUNT / DISK					
	2362142 Total:	260.70	✓						
	BOBCAT OF PORTLAND	260.70	X						
CANON SOLUTIONS AMERICA, INC									
021694									
4021830905	3/31/2017	15.51	0.00	04/28/2017				False	0
001-004-473000 Misc Expense				CONTRACT 1539734					
	4021830905 Total:	15.51	✓						
	CANON SOLUTIONS AM	15.51	X						
CENTURY LINK									
034002			✓						
04172017	4/17/2017	20.36	0.00	04/28/2017				False	0
018-020-458000 Telecommunication Expense				025B					
04172017	4/17/2017	20.35	✓	04/28/2017				False	0
018-019-458000 Telecommunication Expense				025B					
04172017	4/17/2017	40.71	✓	04/28/2017				False	0
017-017-458000 Telephone Expense				369B					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
04172017 Total:		81.42							
CENTURY LINK Total:		81.42							
CENTURY LINK- ACCESS BILLING									
034004									
3263X204-S1710	4/26/2017	82.22	✓	0.00	04/28/2017			False	0
001-002-458000 Telephone Expense					0453				
3263X204-S1710	4/26/2017	82.22	✓	0.00	04/28/2017			False	0
017-417-458000 Telephone expense					0153				
3263X204-S1710 Total:		164.44							
CENTURY LINK- ACCES		164.44							
CINTAS CORPORATION									
037620									
5007602033	4/6/2017	28.99		0.00	04/28/2017			False	0
001-002-501000 Operating Materials & Supp					CABINET REFILL				
5007602033 Total:		28.99	✓						
CINTAS CORPORATION		28.99							
CINTAS CORPORATION-463									
006830									
463815281	3/20/2017	35.00		0.00	04/28/2017			False	0
001-002-470000 Building Expense					SAFEWASHER				
463815281 Total:		35.00	✓						
463818848	3/27/2017	99.08		0.00	04/28/2017			False	0
001-002-470000 Building Expense					SAFEWASHER				
463818848 Total:		99.08	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
463822374	4/3/2017	35.00	0.00	04/28/2017				False	0
001-002-470000 Building Expense				SAFEWASHER					
463822374 Total:		35.00							
463825869	4/10/2017	51.61	0.00	04/28/2017				False	0
001-002-470000 Building Expense				SAFEWASHER					
463825869 Total:		51.61							
463829365	4/17/2017	47.95	0.00	04/28/2017				False	0
018-019-470000 Building Expense				MATS					
463829365	4/17/2017	47.96	0.00	04/28/2017				False	0
018-020-470000 Building Expense				MATS					
463829365 Total:		95.91							
463829369	4/17/2017	35.00	0.00	04/28/2017				False	0
001-002-470000 Building Expense				SAFEWASHER					
463829369 Total:		35.00							
463832921	4/24/2017	129.77	0.00	04/28/2017				False	0
001-002-470000 Building Expense				MATS / SAFEWASHER					
463832921 Total:		129.77							
CINTAS CORPORATION		481.37							
CITY OF PORTLAND									
025636									
10242587	4/18/2017	720.00	0.00	04/28/2017				False	0
001-002-490000 Police Training/Supplies				PPB TRAINING RANGE RENTAL FOR 3/27- AND 3/31					
10242587 Total:		720.00							
CITY OF PORTLAND Tot		720.00							

CITY OF ST. HELENS

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
<hr/>									
ST.HELEN									
04252017	4/25/2017	100.00	0.00	04/28/2017				False	0
001-100-558100 Grants and awards					RAYMOND SCHOLL 002207-000 COUPON WON AT RE				
	04252017 Total:	100.00							
	CITY OF ST. HELENS To	100.00							
<hr/>									
COASTAL ENTERPRISES									
00715									
660903	4/26/2017	20.80	0.00	04/28/2017				False	0
012-106-457000 Office supplies					BOTTLED WATER				
	660903 Total:	20.80							
	COASTAL ENTERPRISES	20.80							
<hr/>									
COLUMBIA RIVER RECEPTIONS & EVENTS									
008379									
04242017	4/24/2017	250.00	0.00	04/28/2017				False	0
010-300-653390 Columbia View Park					EVENT SPACE RENTAL COL VIEW EXPANSION PROJ				
	04242017 Total:	250.00							
	COLUMBIA RIVER REC	250.00							
<hr/>									
COMCAST									
COMCAST									
04142017	4/14/2017	96.99	0.00	04/28/2017				False	0
001-005-458000 Telephone Expense					9228				
	04142017 Total:	96.99							
	COMCAST Total:	96.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
COUNTRY MEDIA INC.									
006800									
271318	3/29/2017	131.70	0.00	04/28/2017				False	0
001-002-526000 Publicity				ADVERTISING					
		<hr/>							
271318 Total:		131.70							
		<hr/>							
COUNTRY MEDIA INC. T		131.70							
DURAN, MALINDA R.									
010948									
04142017	4/14/2017	9.50	0.00	04/28/2017				False	0
001-002-490000 Police Training/Supplies				MEAL EXPENSE M. DURAN OACP CONF					
		<hr/>							
04142017 Total:		9.50							
		<hr/>							
DURAN, MALINDA R. To		9.50							
E2C CORPORATION									
E2C									
4052	4/26/2017	3,039.54	0.00	04/28/2017				False	0
008-008-554000 Consulting/Contractual				INSURANCE 13 NIGHTS ON THE RIVER CLIENT SPOI					
		<hr/>							
4052 Total:		3,039.54							
		<hr/>							
E2C CORPORATION Tota		3,039.54							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
32379	4/19/2017	231.51	0.00	04/28/2017				False	0
001-005-501000 Operating Materials & Supp				ROCK- MCCORMACK PARK					
		<hr/>							
32379 Total:		231.51							
		<hr/>							
EAGLE STAR ROCK PRO		231.51							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
EVERBANK COMMERCIAL FINANCE INC									
03522									
41452028	4/25/2017	150.00	0.00	04/28/2017				False	0
012-107-502000	Equipment expense				CONTRACT 41452028 KYOCERA				
	41452028 Total:	150.00							
	EVERBANK COMMERC	150.00							
GALLS, LLC - D.B.A BLUEMENTHAL UNIFORM									
013074									
007092748	3/2/2017	40.46	0.00	04/28/2017				False	0
001-002-501000	Operating Materials & Supp				TERRY MOSS DOUBLE CUFF CASE				
	007092748 Total:	40.46							
007272168	3/31/2017	42.29	0.00	04/28/2017				False	0
001-002-501000	Operating Materials & Supp				S. LUEDKE MAG POUCH				
	007272168 Total:	42.29							
007331158	4/11/2017	8.13	0.00	04/28/2017				False	0
001-002-501000	Operating Materials & Supp				TIM DAVIS BELT KEEPERS				
	007331158 Total:	8.13							
	GALLS, LLC - D.B.A BLU	90.88							
HARTLESS, ADAM									
014668									
04262017	4/26/2017	30.00	0.00	04/28/2017				False	0
001-002-490000	Police Training/Supplies				PARKING REIMB. A. HARTLESS PORTLAND POLICE				
	04262017 Total:	30.00							
	HARTLESS, ADAM Total	30.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
LD PRODUCTS, INC.									
018060									
SIP-006114240	3/31/2017	46.39	0.00	04/28/2017				False	0
001-004-457000 Office Supplies				TONER					
	SIP-006114240 Total:	46.39							
SIP-006119778	4/3/2017	48.79	0.00	04/28/2017				False	0
001-004-457000 Office Supplies				TONER					
	SIP-006119778 Total:	48.79							
	LD PRODUCTS, INC. Tot	95.18							
LUEDKE, SEANN B.									
019185									
04242017	4/24/2017	70.92	0.00	04/28/2017				False	0
001-002-501000 Operating Materials & Supp				DINNER REIMB. COW CO DIVE TEAM LUNCH					
	04242017 Total:	70.92							
	LUEDKE, SEANN B. Tot	70.92							
MALLORY SAFETY AND SUPPLY LLC									
019378									
4249958	4/17/2017	40.75	0.00	04/28/2017				False	0
001-005-501000 Operating Materials & Supp				RAIN GEAR / GLASSES					
	4249958 Total:	40.75							
	MALLORY SAFETY AND	40.75							
MAUL FOSTER ALONGI, INC.									
019555									
28083	4/11/2017	3,527.50	0.00	04/28/2017				False	0
004-400-554110 Area Wide Planning				PROJECT 0830.02.03 BWP ON CALL SERVICES					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
28083 Total:		3,527.50							
28084	4/11/2017	3,570.00	0.00	04/28/2017				False	0
004-400-554110 Area Wide Planning					PROJECT 0830.03.03 ST. HELENS WWTP LAGOON ON				
28084 Total:		3,570.00							
MAUL FOSTER ALONGI		7,097.50							
MEANS NURSERY, INC.									
020008									
185671	4/18/2017	64.56	0.00	04/28/2017				False	0
001-005-501000 Operating Materials & Supp					24 MISC PLANTS RED GRZN				
185671 Total:		64.56							
MEANS NURSERY, INC.		64.56							
NELSON TRUCK EQUIPMENT									
002093									
641451	1/17/2017	6,850.00	0.00	04/28/2017				False	0
010-305-653500 SUV - pickup 2					PLOW ON LITTLE SANDER PARTS				
641451 Total:		6,850.00							
NELSON TRUCK EQUIP		6,850.00							
NORTHSTAR CHEMICAL, INC.									
021556									
101358	4/17/2017	527.65	0.00	04/28/2017				False	0
017-417-527000 Chlorine					SODIUM HYPOCHLORITE 12.5				
101358 Total:		527.65							
NORTHSTAR CHEMICAL		527.65							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
OPUS:INTERACTIVE, INC.									
021979									
285879	4/14/2017	39.00	0.00	04/28/2017				False	0
012-102-500000	Information services			5951					
285879 Total:		39.00							
285986	4/14/2017	5.00	0.00	04/28/2017				False	0
001-002-500000	Computer System Maint.			5022					
285986 Total:		5.00							
286043	4/14/2017	5.00	0.00	04/28/2017				False	0
001-002-500000	Computer System Maint.			4775					
286043 Total:		5.00							
OPUS:INTERACTIVE, IN		49.00							
OREGON DMV									
023150									
67431-033117	3/31/2017	49.00	0.00	04/28/2017				False	0
001-002-501000	Operating Materials & Supp			SUSPENSION PACKAGE					
67431-033117 Total:		49.00							
OREGON DMV Total:		49.00							
PAULSON PRINTING									
025300									
D10981	3/31/2017	72.00	0.00	04/28/2017				False	0
001-002-501000	Operating Materials & Supp			BUS CARDS DAVIS					
D10981 Total:		72.00							
PAULSON PRINTING To		72.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
PETTY CASH - LISA SCHOLL									
018756									
04272017	4/27/2017	300.00	0.00	04/28/2017				False	0
001-100-473000 Miscellaneous				IF I WERE MAYOR STUDENT CONTEST WINNERS AV					
	04272017 Total:	300.00							
PETTY CASH - LISA SCH		300.00							
SOLUTIONS YES									
013581									
INV102657	4/17/2017	358.02	0.00	04/28/2017				False	0
012-107-502000 Equipment expense				CONTRACT C10184-01					
	INV102657 Total:	358.02							
SOLUTIONS YES Total:		358.02							
ST. HELENS HIGH SCHOOL METALS PROGRAM									
028952									
04252017	4/25/2017	260.00	0.00	04/28/2017				False	0
009-201-558109 Bike Rack Projects				BIKE RACKS IGA, TOP NOTCH / STUDENT AWARD					
	04252017 Total:	260.00							
ST. HELENS HIGH SCHO		260.00							
STAPLES BUSINESS ADVANTAGE									
031983									
3337122384	4/15/2017	14.99	0.00	04/28/2017				False	0
013-403-457000 Office supplies				SPLENDIA SWEETNER					
	3337122384 Total:	14.99							
3337122385	4/15/2017	9.99	0.00	04/28/2017				False	0
013-403-457000 Office supplies				BLUE EARPHONES					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
3337122385 Total:		9.99							
3337122386	4/15/2017	31.82	0.00	04/28/2017				False	0
012-107-457000 Office supplies					OFFICE SUPPLIES CITY HALL				
3337122386 Total:		31.82							
3337122387	4/15/2017	63.22	0.00	04/28/2017				False	0
012-107-457000 Office supplies					OFFICE SUPPLIES CITY HALL				
3337122387 Total:		63.22							
3337122388	4/15/2017	105.40	0.00	04/28/2017				False	0
001-004-470000 Building Expense					TP AND HANDSOAP				
3337122388 Total:		105.40							
3337122389	4/15/2017	66.99	0.00	04/28/2017				False	0
001-004-470000 Building Expense					ROLL TOWEL				
3337122389 Total:		66.99							
3337122390	4/15/2017	53.29	0.00	04/28/2017				False	0
001-005-501000 Operating Materials & Supp					HP 83A BLACK TONER				
3337122390 Total:		53.29							
STAPLES BUSINESS AD		345.70							
SUPERIOR TIRE SERVICES									
032774									
6441472	4/7/2017	3,239.96	0.00	04/28/2017				False	0
015-015-501000 Operating Materials & Supp					TIRES				
6441472	4/7/2017	-568.16	0.00	04/28/2017				False	0
015-015-501000 Operating Materials & Supp					TIRES CREDIT CK 117692				
6441472 Total:		2,671.80							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
<hr/>									
	SUPERIOR TIRE SERVIC	2,671.80							
U.S. BANK EQUIPMENT FINANCE									
033955									
328582127	4/14/2017	150.00	✓	0.00	04/28/2017			False	0
012-107-502000	Equipment expense				KYOCERA M12531 4/9-5/9				
	328582127 Total:	150.00	✓						
328920376	4/19/2017	99.00	✓	0.00	04/28/2017			False	0
012-107-502000	Equipment expense				KYOCERA M12495 4/14-5/14				
	328920376 Total:	99.00	K						
U.S. BANK EQUIPMENT									
		249.00							
WELTER, KATHRYN M.									
036275									
04242017	4/24/2017	40.88		0.00	04/28/2017			False	0
001-002-490000	Police Training/Supplies				MEALS EXP K. WELTER CHILD ABUSE SUMMIT				
	04242017 Total:	40.88	K						
	WELTER, KATHRYN M.	40.88							
	Report Total:	25,045.31							

MB

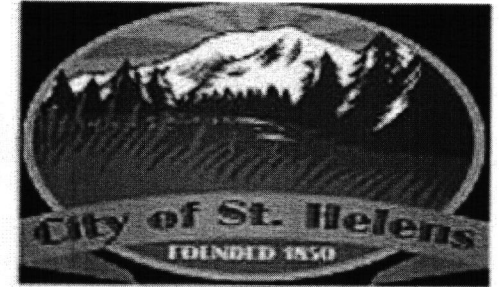


Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 05/04/2017 - 4:06PM
 Batch: 00001.05.2017 - AP 5/05/17 FY 16-17

3X



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
A+ ENGRAVING LLC									
45875									
802	4/27/2017	11.00	0.00	05/05/2017				False	0
001-104-457000 Office supplies				NAME PLATE - ASSOCIATE PALNNER					
802 Total:		<div></div> 11.00							
A+ ENGRAVING LLC To		<div></div> 11.00	✓						
BEAR INSPECTION & CONSULTING LLC									
002511									
175-2-412	4/4/2017	2,711.95	0.00	05/05/2017				False	0
010-302-653207 2 mg reservior rehab				W-449 2MG RES REHAB					
175-2-412 Total:		<div></div> 2,711.95							
BEAR INSPECTION & C		<div></div> 2,711.95	✓						
BEMIS PRINTING									
002701									
7320	1/31/2017	65.00	0.00	05/05/2017				False	0
001-105-457000 Office supplies				PERMITS ISSUED FORM					
7320 Total:		<div></div> 65.00							
BEMIS PRINTING Total:		<div></div> 65.00	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
BLACKBIRD CATERING									
003579									
41017	4/17/2017	546.00	0.00	05/05/2017				False	0
001-004-473000 Misc Expense					VOLUNTEER APPRECIATION DINNER 37 / GRATUITY				
41017 Total:		546.00							
BLACKBIRD CATERING		546.00	✓						
BRANOM INSTRUMENT CO.									
004200									
580944	4/26/2017	775.00	0.00	05/05/2017				False	0
017-417-501000 Operating materials and suppli					ON SITE SERVICE CALL WFF CALIBRATION				
580944 Total:		775.00							
BRANOM INSTRUMENT		775.00	✓						
CENTURY LINK									
034002									
04252017	4/25/2017	69.22	0.00	05/05/2017				False	0
001-004-458000 Telephone Expense				966B					
04252017	4/25/2017	69.22	0.00	05/05/2017				False	0
001-002-458000 Telephone Expense				966B					
04252017	4/25/2017	69.22	0.00	05/05/2017				False	0
012-107-458000 Telecommunication expense				966B					
04252017	4/25/2017	69.24	0.00	05/05/2017				False	0
012-107-458000 Telecommunication expense				966B					
04252017	4/25/2017	69.22	0.00	05/05/2017				False	0
017-417-458000 Telephone expense				966B					
04252017 Total:		346.12	✓						
CENTURY LINK Total:		346.12							
CHINOOK SALES & RENTALS, INC.									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
006763									
101736	4/21/2017	302.34	0.00	05/05/2017				False	0
017-017-501000 Operating Materials & Sup.				BLADE SET					
101736	4/21/2017	302.34	0.00	05/05/2017				False	0
001-005-501000 Operating Materials & Supp				BLADE SET					
101736 Total:		604.68							
CHINOOK SALES & REN		604.68							
CINTAS CORPORATION-463									
006830									
463836444	5/1/2017	43.53	0.00	05/05/2017				False	0
013-403-470000 Building				MATS					
463836444 Total:		43.53							
CINTAS CORPORATION		43.53							
CITY OF COLUMBIA CITY									
007370									
04262017	4/26/2017	73.27	0.00	05/05/2017				False	0
017-417-459000 Utilities				001754-001					
04262017 Total:		73.27							
CITY OF COLUMBIA CIT		73.27							
CITY OF ST. HELENS									
ST.HELEN									
05032017	5/3/2017	100.00	0.00	05/05/2017				False	0
001-100-558100 Grants and awards				UB DISCOUNT COUPON L. SCHOLL 007396-001 RELA					
05032017 Total:		100.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
CITY OF ST. HELENS To		100.00							
CLOUD RECORDS MANAGEMENT SOLUTION, CHAVES									
006630									
170172	5/1/2017	259.14	0.00	05/05/2017				False	0
012-102-554000 Contractual/consulting serv					MONTHLY USER FEE PERUSER OR 0486 ERMS SAAS				
170172 Total:		259.14							
CLOUD RECORDS MAN		259.14							
COLUMBIA COUNTY									
007452									
1	4/6/2017	1,296.57	0.00	05/05/2017				False	0
012-106-480000 Postage					2439 PIECES OF MAIL JAN -MARCH 31ST - POSTAGE				
1 Total:		1,296.57							
COLUMBIA COUNTY To		1,296.57							
COLUMBIA RIVER P.U.D.									
008325									
05012017	5/1/2017	7,735.32	0.00	05/05/2017				False	0
018-019-534000 Electrical Energy					38633				
05012017 Total:		7,735.32							
COLUMBIA RIVER P.U.D		7,735.32							
COMCAST									
COMCAST									
04212017	4/21/2017	244.74	0.00	05/05/2017				False	0
001-002-458000 Telephone Expense					4855				
04212017	4/21/2017	320.25	0.00	05/05/2017				False	0
012-107-458000 Telecommunication expense					9110				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
04212017	4/21/2017	184.85	0.00	05/05/2017				False	0
001-004-500000 Computer Maintenance				8631					
04212017	4/21/2017	94.85	0.00	05/05/2017				False	0
012-107-458000 Telecommunication expense				8453					
04212017	4/21/2017	184.85	0.00	05/05/2017				False	0
001-004-500000 Computer Maintenance				3388					
04212017 Total:		1,029.54	✓						
04252017	4/25/2017	102.85	0.00	05/05/2017				False	0
001-005-509000 Marine board expense				3930					
04252017 Total:		102.85	✓						
COMCAST Total:		1,132.39							
CORRECT EQUIPMENT									
009210									
35004	4/20/2017	2,115.60	0.00	05/05/2017				False	0
018-022-501000 Materials and supplies				PARTS					
35004 Total:		2,115.60							
CORRECT EQUIPMENT		2,115.60	✓						
COUNTRY MEDIA INC.									
006800									
274972	4/26/2017	166.26	0.00	05/05/2017				False	0
001-104-493000 Legal notices				NOTICE OF PUBLIC HEARING					
274972 Total:		166.26	✓						
274973	4/26/2017	153.24	0.00	05/05/2017				False	0
012-106-526000 Advertisements				NOTICE OF BUDGET MEETING					
274973 Total:		153.24	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
COUNTRY MEDIA INC. T		319.50							
DAHLGRENS DO IT BEST BUILDERS SUPPLY									
009800									
04252017	4/25/2017	120.34	0.00	05/05/2017				False	0
013-403-470000 Building					254 N COLUMBIA BOARD UP HOUSE				
04252017	4/25/2017	792.64	0.00	05/05/2017				False	0
001-005-501000 Operating Materials & Supp					DAHLGRENS BUILDING SUPPLIES				
04252017	4/25/2017	131.66	0.00	05/05/2017				False	0
001-002-470000 Building Expense					DAHLGRENS BUILDING SUPPLIES				
04252017	4/25/2017	-3.99	0.00	05/05/2017				False	0
001-002-470000 Building Expense					DAHLGRENS BUILDING SUPPLIES				
04252017	4/25/2017	21.98	0.00	05/05/2017				False	0
004-410-501000 Property Maintenance					DAHLGRENS BUILDING SUPPLIES - FENCE				
04252017	4/25/2017	22.98	0.00	05/05/2017				False	0
012-107-457000 Office supplies					DAHLGRENS BUILDING SUPPLIES -				
04252017 Total:		1,085.61							
DAHLGRENS DO IT BES		1,085.61							
DON'S RENTAL									
010700									
497775	4/26/2017	15.30	0.00	05/05/2017				False	0
017-017-501000 Operating Materials & Sup.					PROPANE				
497775 Total:		15.30							
DON'S RENTAL Total:		15.30							
E2C CORPORATION									
E2C									
4056	4/28/2017	711.84	0.00	05/05/2017				False	0
008-008-554000 Consulting/Contractual					CHRISTMAS PROPS				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
4056 Total:		711.84							
E2C CORPORATION Total:		711.84							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
32328	4/10/2017	83.09	0.00	05/05/2017	ROCK - 571 COWLITZ			False	0
017-017-501000 Operating Materials & Sup.									
32328 Total:		83.09							
EAGLE STAR ROCK PRO		83.09							
ETTER, TERRI R.									
ETTER.T									
05012017	5/1/2017	1,225.00	0.00	05/05/2017	APRIL 2017 49 HOURS			False	0
001-002-554000 Contractual Services									
05012017 Total:		1,225.00							
ETTER, TERRI R. Total:		1,225.00							
HACH COMPANY									
014200									
10433552	5/1/2017	62.49	0.00	05/05/2017	REGANT SET CHLORINE FREE			False	0
017-017-501000 Operating Materials & Sup.									
10433552	5/1/2017	124.97	0.00	05/05/2017	REGANT SET CHLORINE FREE			False	0
017-417-472000 Lab testing									
10433552 Total:		187.46							
HACH COMPANY Total:		187.46							

INFLOW COMMUNICATIONS, INC

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
016255									
7287	4/27/2017	1,065.80	0.00	05/05/2017				False	0
010-305-653553	Phone system				5 EXTENSION AN DMAILBOX LICENSE - 1 GOLD SU				
	7287 Total:	1,065.80							
	INFLOW COMMUNICAT	1,065.80	✓						
INTEGRA TELECOM, INC.									
016479									
14602924	4/21/2017	99.00	0.00	05/05/2017				False	0
001-002-458000	Telephone Expense			754802					
14602924	4/21/2017	354.43	0.00	05/05/2017				False	0
012-107-458000	Telecommunication expense			754802					
14602924	4/21/2017	285.77	0.00	05/05/2017				False	0
001-004-458000	Telephone Expense			754802					
14602924	4/21/2017	48.79	0.00	05/05/2017				False	0
017-017-458000	Telephone Expense			754802					
14602924	4/21/2017	485.14	0.00	05/05/2017				False	0
017-417-458000	Telephone expense			754802					
14602924	4/21/2017	105.38	0.00	05/05/2017				False	0
013-403-458000	Telecommunication expense			754802					
14602924	4/21/2017	98.78	0.00	05/05/2017				False	0
018-019-458000	Telecommunication Expense			754802					
14602924	4/21/2017	98.78	0.00	05/05/2017				False	0
018-020-458000	Telecommunication Expense			754802					
14602924	4/21/2017	290.57	0.00	05/05/2017				False	0
018-022-458000	Telecommunication expense			754802					
	14602924 Total:	1,866.64							
	INTEGRA TELECOM, IN	1,866.64	✓						
ISON TRANSPORTATION, INC.									
ISON TR									
1918	4/25/2017	900.00	0.00	05/05/2017				False	0
001-005-509000	Marine board expense				CLEAR RIVER DEBRIS AND MOVE CONCRETE FLOA				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	1918 Total:	900.00							
	ISON TRANSPORTATION	900.00	✓						
JORDAN RAMIS PC									
030274									
131660	4/25/2017	805.00	0.00	05/05/2017				False	0
004-410-454000 Attorney				LEGAL SERVICES					
	131660 Total:	805.00							
131774	4/25/2017	714.00	0.00	05/05/2017				False	0
013-402-454000 Attorney				LEGAL SERVICES					
	131774 Total:	714.00							
132310	4/25/2017	833.40	0.00	05/05/2017				False	0
017-017-454000 Attorney Expense				LEGAL SERVICES BINGS					
	132310 Total:	833.40							
	JORDAN RAMIS PC Tota	2,352.40	✓						
KENNEDY/JENKS CONSULTANTS INC									
017440									
110719	4/10/2017	5,853.62	0.00	05/05/2017				False	0
010-302-653207 2 mg reservior rehab				W-449 2MG RES REHAB					
	110719 Total:	5,853.62							
	KENNEDY/JENKS CONS	5,853.62	✓						
MASON, BRUCE, & GIRARD, INC.									
019413									
21946	4/12/2017	683.46	0.00	05/05/2017				False	0
017-517-546000 Forestry preservation				PROJECT 0100308- MILTON CREEK FOREST INV PLA					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
21946 Total:		683.46							
MASON, BRUCE, & GIR		683.46	✓						
MCCOY FREIGHTLINER 019714									
R081145651:01	2/28/2017	569.34	0.00	05/05/2017				False	0
015-015-501000 Operating Materials & Supp					PARTS SENSOR ABS KIT TIE STRAP BRACKET SENS(
R081145651:01 Total:		569.34							
MCCOY FREIGHTLINER		569.34	✓						
METROPRESORT 020292									
492324	4/28/2017	2,966.09	0.00	05/05/2017				False	0
012-106-554000 Contractual/consulting serv					BILL PRINTING UB REG STMTS				
492324 Total:		2,966.09							
METROPRESORT Total:		2,966.09	✓						
NORTHWEST DELI DISTRIBUTION INC 021184									
297962	4/25/2017	3,952.35	0.00	05/05/2017				False	0
001-005-501000 Operating Materials & Supp					MATERIALS				
297962 Total:		3,952.35							
NORTHWEST DELI DIST		3,952.35	✓						
ONE CALL CONCEPTS, INC. 021950									
7040493	4/30/2017	39.75	0.00	05/05/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
017-017-554000 Contractual/Consult Serv.					68 REG TICKETS / 30 TICKETS MODEM DELIVERY				
7040493	4/30/2017	39.75	0.00	05/05/2017				False	0
018-018-554000 Contractual/Consulting Serv					68 REG TICKETS / 30 TICKETS MODEM DELIVERY				
7040493 Total:		79.50							
ONE CALL CONCEPTS,		79.50	✓						
OREGON DEPT. OF ENVIRONMENTAL QUALITY, ATTN: ACCOU									
010137									
HSRAF17-2580	4/25/2017	254.27	0.00	05/05/2017				False	0
004-400-554110 Area Wide Planning					PROJECT 163815-00 BOISE VENEER PLAN				
HSRAF17-2580 Total:		254.27							
OREGON DEPT. OF ENV		254.27	✓						
PAPE MACHINERY									
024755									
10395990	4/27/2017	128.80	0.00	05/05/2017				False	0
015-015-501000 Operating Materials & Supp					CHISEL PAST				
10395990 Total:		128.80							
PAPE MACHINERY Total		128.80	✓						
PEAK ELECTRIC GROUP, LLC									
PEAK.ELE									
170133	4/26/2017	3,306.72	0.00	05/05/2017				False	0
011-011-453000 Street Lighting					RIVER STREET LAMP POST REPAIR				
170133 Total:		3,306.72							
PEAK ELECTRIC GROU		3,306.72	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
ROGERS MACHINERY COMPANY, INC									
027589									
1077606	4/18/2017	1,731.40	0.00	05/05/2017				False	0
017-417-501000	Operating materials and suppli			MATERIALS					
1077606 Total:		1,731.40							
ROGERS MACHINERY C		1,731.40	✓						
SHERWIN-WILLIAMS									
031345									
5591-5	4/17/2017	26.48	0.00	05/05/2017				False	0
001-002-470000	Building Expense			PAINT					
5591-5 Total:		26.48	✓						
5610-3	4/18/2017	33.18	0.00	05/05/2017				False	0
001-002-470000	Building Expense			PAINT					
5610-3 Total:		33.18	✓						
SHERWIN-WILLIAMS To		59.66							
SIMPLEXGRINNELL LP									
014130									
79374973	4/24/2017	1,206.93	0.00	05/05/2017				False	0
001-004-470000	Building Expense			FIRE ALARM TEST / INSPECT					
79374973 Total:		1,206.93							
SIMPLEXGRINNELL LP		1,206.93	✓						
ST. HELENS VETERINARY CLINIC									
029480									
04152017	4/15/2017	27.60	0.00	05/05/2017				False	0
001-002-503000	K9 Expense			RYDER- RIMADYL 75MG TABLET					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
04152017 Total:		27.60							
ST. HELENS VETERINA		27.60	✓						
STAPLES BUSINESS ADVANTAGE									
031983									
3337690992	4/22/2017	13.44	0.00	05/05/2017				False	0
012-102-457000 Office supplies				OFFICE SUPPLIES					
3337690992	4/22/2017	10.11	0.00	05/05/2017				False	0
012-107-457000 Office supplies				OFFICE SUPPLIES					
3337690992	4/22/2017	141.44	0.00	05/05/2017				False	0
012-107-457000 Office supplies				OFFICE SUPPLIES					
3337690992 Total:		164.99							
STAPLES BUSINESS AD		164.99	✓						
SUPERIOR TIRE SERVICES									
032774									
6443172	4/28/2017	548.04	0.00	05/05/2017				False	0
001-002-510000 Automobile Expense				POLICE TIRES					
6443172 Total:		548.04							
SUPERIOR TIRE SERVIC		548.04	✓						
TOPGEAR INC									
033288									
452001244	4/26/2017	476.00	0.00	05/05/2017				False	0
011-011-522000 Bicycle Helmet Expense				HELMETS FOR BIKE AND PED					
452001244 Total:		476.00							
TOPGEAR INC Total:		476.00	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
UPS									
033900									
00006550XW157	4/15/2017	62.50	0.00	05/05/2017				False	0
017-417-472000 Lab testing				SHIPPING GRANTS PASS WATER LAB					
		<hr/>							
00006550XW157 Total:		62.50							
		<hr/>							
UPS Total:		62.50	✓						
VERIZON WIRELESS									
000720									
9784269995	4/20/2017	1,637.33	0.00	05/05/2017				False	0
001-002-458000 Telephone Expense				271826771-00001					
		<hr/>							
9784269995 Total:		1,637.33	✓						
9784321914	4/20/2017	49.18	0.00	05/05/2017				False	0
012-101-527000 Communications				871458396-00001					
9784321914	4/20/2017	130.23	0.00	05/05/2017				False	0
013-402-458000 Telecommunication expense				871458396-00001					
9784321914	4/20/2017	87.88	0.00	05/05/2017				False	0
001-105-458000 Telephone expense				871458396-00001					
9784321914	4/20/2017	333.01	0.00	05/05/2017				False	0
013-403-458000 Telecommunication expense				871458396-00001					
9784321914	4/20/2017	173.10	0.00	05/05/2017				False	0
017-417-458000 Telephone expense				871458396-00001					
9784321914	4/20/2017	49.63	0.00	05/05/2017				False	0
018-019-458000 Telecommunication Expense				871458396-00001					
9784321914	4/20/2017	37.22	0.00	05/05/2017				False	0
018-020-458000 Telecommunication Expense				871458396-00001					
9784321914	4/20/2017	40.01	0.00	05/05/2017				False	0
017-017-458000 Telephone Expense				871458396-00001					
9784321914	4/20/2017	37.23	0.00	05/05/2017				False	0
018-022-458000 Telecommunication expense				871458396-00001					
		<hr/>							
9784321914 Total:		937.49	✓						

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

VERIZON WIRELESS To

2,574.82

Report Total:

52,274.30

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 17th day of May, 2017 are the following Council minutes:

2017

- Work Session, Public Hearing and Regular Session Minutes dated April 19, 2017
- Work Session and Regular Session Minutes dated May 3, 2017

After Approval of Council Minutes:

- ☐ Scan as PDF Searchable
- ☐ Make one double-sided, hole-punched copy and send to Library Reference
- ☐ Minutes related to hearings and deliberations get copied to working file
- ☐ Save PDF in Minutes folder
- ☐ Update file name of Word document
- ☐ Copy Word document into Council minutes folder on Administration drive
- ☐ Post PDFs to website
- ☐ Email minutes to distribution list
- ☐ Add minutes to HP Trim
- ☐ File Original in Vault

City of St. Helens

CITY COUNCIL

Work Session Minutes

April 19, 2017

Members Present: Rick Scholl, Mayor
Doug Morten, Council President
Keith Locke, Councilor
Susan Conn, Councilor
Ginny Carlson, Councilor

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Kathy Payne, City Recorder
Margaret Jeffries, Library Director
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director
Adam Hartless, Code Enforcement Officer
Bob Johnston, Building Official
Jacob Graichen, City Planner
Jenny Dimsho, Assistant Planner
Crystal Farnsworth, Communications Officer

Others: Brent Violette Agnes Petersen Nicole Thill
Cody Mann Ashley Baggett Cindy Sutliff
Janet LeSollen Steve LeSollen Wayne Mayo
Linda Demaray Diane Vergara

Mayor Rick Scholl called the meeting to order at 1:00 p.m.

Visitor Comments

♦ Agnes Petersen. She is here on behalf of Brent Violette. They had requested an extension of time to clean his property. Brent cut down a couple of trees that fell during the wind storm. He tried to pick up his wood splitter at the high school but there was a bomb threat. Brent says there are some improvements. There is a lot more to do. They respectfully request an extension be granted.

Code Enforcement Officer Hartless showed pictures he took today of Brent's property. There is minimal improvement.

Building Official Johnston reported that Brent has relocated the stacked firewood from the right-of-way to his property. He has only cleaned about 10%. Johnston asked the Council to let staff proceed with cleaning up the property.

Mayor Scholl clarified that Brent has until May 22 to clean up the property.

♦ Brett Violette. He talked about what he has been working on to clean up. It's been hard to keep up with declining health and bad weather.

Council President Morten would like to set a date for City crews to clean up the property, if it's not done sooner. This is costing the taxpayers a lot of money and has to end.

It was the consensus of the Council to set a cleanup deadline of June 5, 2017. After that, the City will have it done and bill Brent.

♦Janet LeSollen, 375 S. 13th Street. She also has a nuisance property. They have been working to cleanup the property. She has hauled out probably 15 years of accumulation. They have put up a double carport to sort through recyclable materials.

♦Diane Vergara. She lives across the street from Janet. Diane confirmed that Janet has been outside cleaning up every day, rain or shine.

Building Official Johnston reported that cleanup of the LeSollen property has been going on for 10 years. Of the 5-6 loads that have been taken out of there, there are probably 30-35 more loads to go. One of the concerns is that the front door is blocked from debris/junk. They are making small progress but it's been going on a long time. They are 5-10% done.

Code Enforcement Officer Hartless showed Council pictures he took of the property today. Only minimal cleanup has been done. He has seen Janet working on two occasions. Most of the cleanup seems to be with the plants. He hasn't seen much of the actual garbage being moved out.

The City paid for this property to be cleaned up already in the past. It was the consensus of the Council to set a cleanup deadline of May 3, 2017.

♦Linda Demaray, 951 Plymouth Street. She is still waiting for cleanup to be done at the house near her. There is also a camper with three children living in it.

Building Official Johnston said that Linda is referring to the property at 920 Plymouth Street. He went by there yesterday. There is a family living in a travel trailer in the front yard. They indicated that they will be gone by May 5. City cleanup of the property will most likely begin next week.

Code Enforcement Officer Hartless reported that the contractor has been cleaning up about two houses a week. He will move this property further up the list.

♦Cindy Sutliff, Bicycle & Pedestrian Commission member. She asked the Council to consider helping businesses get bike racks to be a more bike-friendly City.

Cindy is also the owner of Tea Time. They had a small business meeting at her shop recently. They want to make sure that the City Council is aware of the local businesses. A couple of the Council members are regulars at her business but a few have never been.

♦Agnes Petersen. She read in the paper that the City is going to conduct a study of Municipal Court. She tried the very first jury trial here 1960. She has tried cases here from that day forward and is very interested in court systems. Agnes requested the Council put her on any kind of study group.

Mayor Scholl informed Agnes that a public meeting to review Municipal Court will be held on April 26 at 4:30 p.m. in the Council Chambers.

Semi-Annual Report from IT Consultant Centerlogic

Max Stahl with Centerlogic was in attendance to provide the Council with an update.

- Outstanding issues with the new phone system.
- Decommissioned the old primary server yesterday.
- Everything is now backed up to the same location.
- The AV upgrade project will begin in May and should take about six days.
- The agenda management program will be kicked off next week.
- Firewall upgrades are coming up.

Proposal from Public Health Foundation to Implement Soda Tax

Ashley Baggett from the Public Health Foundation was in attendance to present their proposal. She reviewed a PowerPoint presentation that is included in the archive packet for this meeting. She talked about the negative impacts of sugary drinks. Implementing a tax discourages consumption and raises revenue for educational programs. Areas that have implemented the tax have seen an approximate 20% decrease in consumption.

Council President Morten is a strong proponent of education. He suggested presenting this to the School Board as well. Ashley talked about sugary drinks already being reduced in schools through a healthy policy. Unfortunately, high school students are within walking distances to purchase them during breaks and lunch.

Request from Wayne Mayo to Support County Street Vacation Application

Wayne Mayo was in attendance to present his request, a copy of which is included in the archive meeting packet. He and Ron Schlumpberger own property on the inside corner of Old Portland Road, west of the railroad tracks at Railroad Avenue. They are asking to vacate platted, unused streets, between their pieces of property. The City would be making recommendation to the County.

Council President Morten pointed out that the Urban Renewal Advisory Committee (URAC) is reviewing the transportation system. They are looking closely at intersections and this corridor. This request may be preliminary until the study is complete. Wayne pointed out the area they are requesting on a map. The railroad is not likely to ever give up any of their property, so that area will probably never be developed with a need for the undeveloped streets.

Mayor Scholl was under the impression that the opposite side of the street is what the URAC is reviewing for future development. He does not believe Wayne's side of the street will be needed.

Councilor Carlson is concerned that improvements are not being made along Old Portland Road with sidewalks and trees as development occurs. Wayne responded that he will be required to put in sidewalks if he builds there.

City Planner Graichen provided background information. He was approached by both Wayne and Ron about the County street vacation some time ago. The County reached out to the City since it's in the Urban Growth Boundary. State law requires you to consider whether or not the public interest will be prejudiced. Staff recommends not approving the street vacation based on the Council's guarded approach to street vacations and future street development that goes beyond our lifetime.

Mayor Scholl declared that he is related to Ron Schlumpberger and will abstain from voting. However, he does want the record to include, "When it makes sense, it makes sense." He does not believe that area will ever become part of an intersection. For the record, "this is the first he is seeing this."

Councilor Conn talked about the Council being very cautious with granting street vacations in past years. We are a growing community and in planning stages. She is reluctant to vacate the property because it's a main entrance to the community and is close to a main intersection.

Public Works Engineering Director Nelson agrees with Graichen. She is reluctant to recommend favorably because they do not know about future development. Having that extra property to do some reconfiguration is beneficial for long-term improvements. Gable Road has the highest traffic counts in the County other than the highway. Future development is only going to increase those numbers. Improvements at that intersection will happen at some point, such as a roundabout.

Mayor Scholl does not believe that holding onto the property will do the City any good. Common sense tells him it will never happen. Councilor Conn argued that he is balancing the request of two citizens against the potential future good of many more.

Mayor Scholl requested staff work with the public in the future and not against them.

City Administrator Walsh encouraged Council to complete the transportation system review prior to making any decisions such as these.

Councilor Locke pointed out that they need to look at this from a future standpoint. They may have to purchase surrounding property to develop the intersection. It may be 40-60 years into the future.

3rd Quarter Communications Report

Communications Officer Farnsworth was in attendance to present her report which is included in the archive packet for this meeting.

Mayor Scholl talked about the recent meeting between a producer, himself, and Crystal. The producer recommended the City purchase a drone and professional video camera. A drone costs about \$1,700 and a video camera is about \$3,000. They would be used to put together a tourism video and film events such as 13 Nights on the River and Spirit of Halloweentown.

Council President Morten mentioned the need for training and maintenance of the equipment. Crystal believes learning to use a drone will be less extensive than a professional video camera.

Discussion will continue at the next work session.

Urban Renewal Updates

City Administrator Walsh and Assistant Planner Jenny Dimsho reviewed the recent Urban Renewal process. City Council has been assigned the duty of the Urban Renewal Agency Board.

It was the consensus of the Council to hold the first meeting on May 3, 2017 at 6 p.m. if the consultants are available.

3rd Quarter Financial Report

Finance Director Brown presented his 3rd quarter report which is included in the archive packet for this meeting.

- Reviewed the changes to the Utility Billing division.
- Shoretel phones are 90% complete.
- Switch to Wells Fargo for banking is about 99% complete. It has dramatically increased the efficiency of Utility Billing.
- Collections agency switch is almost complete.

- The AV equipment in the Council Chambers will be updated next month.
- He proposes to send utility bills out monthly beginning this summer. They are waiting for Public Works to complete installation of electric meters.
- Briefly reviewed all department funds.
- Budget Committee meeting Thursday, May 4th. He asked the Council to read the budget message prior to the meeting. It should answer many questions about changes they will see.

Review New Associate Planner Job Description

City Administrator Walsh reviewed the new Associate Planner job description. Assistant Planner Dimsho would move into this position. The position is supervised by the City Planner and Community Development Director.

There were no concerns from Council.

Department Reports

Public Works Engineering Director Nelson reported...

- The reservoir lining project is done.
- She, Public Works Operations Director Sheppard, and Engineering Project Manager Darroux attended the APWA conference last week. It was excellent and included beneficial varied topics.

Public Works Operations Director Sheppard reported...

- During the high water, a lot of debris built up behind the booms and damaged the docks. They hired a tug boat operator to clean out the logs. The Marine Board will reimburse them for the work.

Library Director Jeffries reported...

- The volunteer recognition event was held last week. They were really pleased to see how other facets of the Library program works.
- On Saturday, the St. Helens Garden Club held their semi-annual plant sale on the porch.
- In June, a program will be held co-hosted by the Library, Museum Association, and Garden Club.
- The Make-It! events are continuing.
- An author from Warrenton will be coming to the Library on April 27 to talk about his books, "Rollin' on the Wild River" and "Rollin' on the River."
- The Columbia Arts Guild is holding a "Spring Into Art" event at the Library on April 29.

Finance Director Brown reported...

- Five Cost of Service Analysis RFP's were received. They will review those tomorrow. He hopes to bring back more information to the next Council meeting.
- The tech panel meets next on Monday at 1 p.m.

City Recorder Payne reported...

- A Special Use Permit application was received yesterday for the Amani Center run/walk taking place on Saturday. They are requesting a street closure, so will be added to tonight's Council agenda for approval.
- Tomorrow night is the Annual Boards and Commissions Volunteer Reception at 5:30 p.m. in this room. Be there or be square!

City Administrator Walsh reported...

- The Police Department accreditation process is very work heavy and time extensive. He

commended Chief Moss and the staff for their work.

- Received a message from the Columbia River Yachting Association expressing their frustration with the City's lack of moving homeless people off the docks. It does make it difficult to rely on the Sheriff's Marine Patrol to follow-up. They are working on it though.
- The event planning RFP has been released.

Council Reports

Councilor Locke reported...

- Thanked the Police Department for all the work they have been doing.
- A lot of new officers have been hired. Morten acknowledged the chief on his KOHI presentations. He's a joy to listen to.

Councilor Carlson reported...

- She was on KOHI for Keep it Local last week. Supporting local businesses is so important.
- Youth Council had dwindled down but now they are at 15 members. She would like to provide a sign-in sheet at their meetings.
- She thanked Walsh for the role he plays and being trustworthy and honest.

Councilor Conn reported...

- The Empty Bowls event raised over \$7,000 for Columbia Pacific Food Bank.
- Attended Pat Trapp's retirement party on April 14. She thanked him for working with the City.
- She and Carlson attended the NAMI walk kick-off.
- Attended the Bonamici Town Hall on April 15.
- She and Chief Moss attended the 6th Annual Ruth Ann Harris-Inman breakfast yesterday. The center works with people who have been affected by domestic violence.
- There are a ton of activities to take part in on Saturday
- She is really proud of our outstanding police department.

Council President Morten reported...

- The Barbara Bullis golf tournament will be held May 5.
- Thanked Assistant Planner Dimsho for securing the grant for the Veterans' Memorial Plaza. They are now in the planning process of continuing expansion.
- Asked for an update on the St. Helens Community Foundation insurance. He heard the Foundation is crumbling. Conn said the last meeting was cancelled due to a lack of quorum.
- The Parks Commission is encouraging the Council to allow parks staff to mow the fields at the entrance of the Boise property. It would temporarily be used for boys youth soccer in the fall. Council concurred.

Mayor Scholl reported...

- Thanked staff for the birthday card.
- He and Crystal have been working with the producer to showcase the City. He would like to see it proceed.
- Kudos to Officer Luedke and Sergeant Miltich for the work they did.

Executive Session

ORS 192.660(2)(e) Real Property Transactions

Motion: At 3:49 p.m., upon Locke's motion and Morten's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(e) Real Property Transactions.

Motion: At 4:55 p.m., upon Morten's motion and Locke's second, the Council unanimously recessed executive session until after tonight's regular session.

Other Business

City Recorder Payne reported that an amendment to the Alta Planning + Design, Inc. contract for Branding and Wayfinding Master Plan will be on tonight's agenda.



There being no further business, the meeting was adjourned at 4:56 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

DRAFT

City of St. Helens CITY COUNCIL

Public Hearing Minutes

April 19, 2017

Members Present: Rick Scholl, Mayor
Doug Morten, Council President
Keith Locke, Councilor
Susan Conn, Councilor
Ginny Carlson, Councilor

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Kathy Payne, City Recorder
Margaret Jeffries, Library Director
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director

Others: Wayne Weigandt

Public Hearing

Applicant: Wayne Weigandt

Request: Annexation

Location: Lots 19-20, Block 2 of the Golf Club Addition

At 6:30 p.m., Mayor Scholl opened the public hearing.

Ex-Parte Contact/Conflict of Interest – None.

Staff Report

City Planner Jacob Graichen presented his staff report dated April 12, 2017.

Based upon the facts and findings, the Planning Commission recommends approval of this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Highway Commercial, HC, and be zoned Highway Commercial, and designated as "developing."

Testimony in Favor

◆Wayne Weigandt. The staff report includes everything he was going to mention.

Council President Morten asked if Wayne has a plan to develop the property. Wayne responded that he will consider all uses allowed in the HC zone. He has been talking with a skilled construction company. He will most likely build-out flex space for commercial rentals.

Councilor Locke asked if that's what Les Schwab uses for parking now. Wayne confirmed that is correct.

Testimony in Opposition

Nobody in opposition.

Rebuttal

No rebuttal.

Close Public Hearing and Record – 6:43 p.m.

Deliberations will be held during the regular session following this hearing.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

DRAFT

City of St. Helens CITY COUNCIL

Regular Session Minutes

April 19, 2017

Members Present: Rick Scholl, Mayor
Doug Morten, Council President
Keith Locke, Councilor
Susan Conn, Councilor
Ginny Carlson, Councilor

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Kathy Payne, City Recorder
Margaret Jeffries, Library Director
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director

Others: Wayne Weigandt Steve Topaz



7:00PM – Call Regular Session to Order – Mayor Scholl

Pledge of Allegiance – Mayor Scholl

Invitation to Citizens for Public Comment

- ◆ Steve Topaz. Talked about the testimony submitted at the April 5th public hearing.
 - Reviewed numbers for height of buildings on the waterfront property.
 - Assuming that only a fourth of the area will be buildings with 180 sq. ft. per floor, that is \$36.5 million worth of building per floor.
 - When the height dropped from 75 ft. to 55 ft., \$54.5 million worth of taxable space and over a million dollars' worth of permit costs were lost. He explained how he figured those costs.
 - This is only because a small number of families on Nob Hill requested it.
 - Most of the people who spoke were referencing rental properties.
 - He was disturbed by those who said they want a small town and don't want people moving here from Portland.
 - Complaints about coal trains. He believes a majority of the rail traffic is delivering timber.
 - There are black sewer pipes coming down the cliff that are not anchored or painted.
 - How come Nob Hill gets so many privileges? They are part of the "old boys club."

Council President Morten explained that Council listens when citizens come to speak. Only one or two testimonies received favored the 75 foot height restriction.

Steve responded that most of the people in attendance were from Nob Hill. Of the 15,000 people in St. Helens, that is maybe 1%.

Deliberations

Applicant: Wayne Weigandt

Request: Annexation

Location: Lots 19-20, Block 2 of the Golf Club Addition

Motion: Conn moved to approve the annexation and that upon annexation, the subject property will have a Comprehensive Plan designation of Highway Commercial, HC, and be zoned Highway Commercial, and designated as "developing." Morten seconded.

Discussion. Council President Morten is encouraged by Wayne's conceptual plans for development.

Vote: All in favor; none opposed; motion carries.

Ordinances – Final Readings

- A. **Ordinance No. 3214:** An Ordinance to Amend the City of St. Helens Comprehensive Plan Map for Certain Property from the Suburban Residential (SR) Designation to the General Residential (GR) Designation and the Zoning District Map from the Moderate Residential (R7) Zone to the Apartment Residential (AR) Zone

Mayor Scholl read Ordinance No. 3214 by title for the final time. **Motion:** Upon Morten's motion and Conn's second, the Council unanimously adopted Ordinance No. 3214. [Ayes: Locke, Carlson, Conn, Morten, Scholl; Nays: None]

Ordinances – First Readings

- A. **Ordinance No. 3215:** An Ordinance to Amend the City of St. Helens Comprehensive Plan Map and Zoning District Map to Expand the Riverfront District as Part of the City's Waterfront Planning Efforts; and to Amend the Comprehensive Plan Map and Zoning District Map from Heavy Industrial to Public Lands for Nob Hill Nature Park; and Amending the St. Helens Municipal Code Chapters 17.08, 17.16, 17.20, 17.32, 17.36, 17.88, 17.116, 19.08, and 19.12

Mayor Scholl read Ordinance No. 3215 by title for the first time. The final reading will be held at the next regular session.

Approve and/or Authorize for Signature

- A. Agreement with Rhiza A+D for Services Related to Installation of Gateway Sculpture Phase 2
B. Agreement with State of Oregon Administrative Services for Disposal of Surplus Property
C. Agreement with Antonia Doggett for Creation and Build of Art Banner to Replace Damaged Banner
D. Amendment No. 1 to Alta Planning + Design, Inc. for Branding & Wayfinding Master Plan

Motion: Carlson moved to approve 'A' through 'D' above. Locke seconded.

Discussion. City Administrator Walsh explained that the amendment to the Alta Planning + Design, Inc. is related to the Branding & Wayfinding Master Plan. It is a change in the scope of work.

Vote: All in favor; none opposed; motion carries.

Consent Agenda for Acceptance

- A. Arts & Cultural Commission Minutes dated January 24 and February 28, 2017
B. Parks Commission Minutes dated February 13, 2017
C. Planning Commission Minutes dated March 14, 2017
D. Accounts Payable Bill List

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

Consent Agenda for Approval

- A. New Associate Planner Job Description

- B. OLCC Licenses
- C. Council Work Session, Public Hearing, and Regular Session Minutes dated March 15, 2017
- D. Accounts Payable Bill List
- E. Street Closure: Amani Center Annual Race Against Child Abuse, Close Strand Street from 265 Strand to 295 Strand, April 22, 2017, from 5:30AM to 2PM

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

Council Reports

Mayor Scholl reported...

- June and Dan May recently passed away. Dan was very active in the community and started the Toy 'n Joy program. They will be missed.

Councilor Locke reported...

- Nothing to report.

Councilor Carlson reported...

- The City is lucky to have Chief Moss on staff. He is an amazing teacher and leader.

Councilor Conn reported...

- Nothing to report.

Council President Morten reported...

- Agreed with Carlson. He served with Chief Moss in Rotary and was impressed by his active involvement.
- A subcommittee of the Bicycle & Pedestrian Commission and Parks Commission was formed to research and pre-design trails to connect parks.
- The Annual Boards & Commissions Appreciation Reception is here tomorrow night a 5:30pm.

Department Reports

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 Brown reported...

- Columbia County Public Health presented earlier today about soda tax. Does the Council have any interest in pursuing it further? He is willing to conduct research if the Council desires. It was the consensus of the Council for Brown to conduct further research.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported...

- Nothing to report.

Executive Session – *Continued from the Work Session earlier in the day*

ORS 192.660(2)(e) Real Property Transactions

Motion: At 7:22 p.m., upon Morten's motion and Carlson's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(e) Real Property Transactions.

Motion: At 8:11 p.m., upon completion of the executive session, Morten moved to go back into regular session, seconded by Locke, and unanimously approved.

Other Business

Mayor Scholl authorized Walsh to proceed with bringing back a copy for review. Council concurred.

Adjourn - There being no further business, the meeting adjourned at 8:14 p.m.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens CITY COUNCIL

Work Session Minutes

May 3, 2017

Members Present: Doug Morten, Council President (arrived at 1:20 p.m.)
Keith Locke, Councilor
Susan Conn, Councilor
Ginny Carlson, Councilor

Members Absent: Rick Scholl, Mayor

Staff Present: John Walsh, City Administrator
Matt Brown, 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
Gretchen Kolderup, Youth Librarian
Jasmine Jordan, Mainstreet Coordinator
Jenny Dimsho, Associate Planner
Cindy Phillips, Municipal Judge
Riki Frappier, Municipal Court Clerk
Melanie Payne, Legal Assistant
Adam Hartless, Code Enforcement Officer

Others:	Agnes Petersen	Kannikar Petersen	Diane Dunn
	Robert VanNatta	Darold Sandberg	Kathy Innocenti
	Linda Demaray	Jud Yarbor	Janet LeSollen
	Steve LeSollen	Chris Burgess	Kathleen Jenkins
	Cheryl Young	Ben Tiscareno	

Councilor Keith Locke called the meeting to order at 1:02 p.m.



Visitor Comments

♦Agnes Petersen. She distributed binders of information and a copy of the St. Helens Municipal Code dated May 1, 2017 to the Council. A copy of the binder information is included in the archive meeting packet. She recommends keeping Municipal Court. She disagreed that the Court is spending more money than it receives in fines. The binder that has a picture of her office explains it in more detail. She also disagreed that other cities with courts spend less than what they are bringing in. She distributed comparable budgets from other cities.

Agnes talked about local store thefts, as listed in the other binder. The purpose of court is not for fines, it is for public safety. Without Municipal Court, the petty thefts will not be prosecuted. Does the Council want to protect their community?

♦Kathy Innocenti, manager of Top Notch Thrift Store. She is in favor of keeping Municipal Court and continuing to prosecute lesser crimes. Top Notch is plagued with shoplifting on a daily basis.

It's important to send a message that shoplifting will not be tolerated.

♦Robert VanNatta. He has worked across the street for 47 years. His father was city attorney for St. Helens 75 years ago. Municipal Court is vital. Without it, you may as well get rid of the Police Department. City code regulations need a court to be reinforced.

♦Spud Sandberg, owner of Ace Hardware. Theft is a problem and is only getting worse. He agrees with comments made and the need to keep Municipal Court.

♦Jud Yarbor. He owns property near the City watershed. People are illegally living in that area and he wants to retain the means to prosecute them when they're caught.

♦Linda Demaray. She is here about the house at 920 Plymouth Street again. The problem is not going away.

Code Enforcement Hartless reported that 920 Plymouth Street is first on the list and should be taken care of within the next week. There was a mix up with the contracting company and should be okay now. There are 12 properties on the cleanup list. Two have been completed. It's been a lot of work.

♦Janet LeSollen, 375 S. 13th Street. They have made great progress. The egress has been cleared.

Agnes pointed out that City code allows for cleanup of properties to be handled through Municipal Court.

♦Chris Burgess. He has worked for Walmart security since 2011. He's made 460 apprehensions. More than half of them had meth or heroin on them or had warrants out for their arrest. Walmart does not allow him to search people's backpacks or bags. When the police arrive, they normally find something illegal during the search. If petty thief's take a back banner, how often will he be just sending an email with the report and a photo? He supports keeping Municipal Court.

Report from Youth Librarian on Library "Makerfest"

Youth Librarian Gretchen Kolderup was in attendance to give her report. She reviewed a PowerPoint presentation, which is included in the archive meeting packet. The maker movement is about learning, fun, collaboration, opportunity, and much more.

Annual Report from Arts & Cultural Commission

Diane Dunn and Kannikar Petersen, members of the Commission, were in attendance to give their report. They reviewed a PowerPoint presentation, which is included in the archive meeting packet.

- Trash can painting.
- Awards at Columbia County Fair & Rodeo.
- Community art projects.
- Bike racks.
- Gateway sculpture project phase II.
- Suggestions to the Council:
 - Develop a volunteer pool.
 - New commissioner training.
 - Social media.
 - Fundraising support.

Council President Morten thanked Diane and Kannikar for their report.

Annual Report from Bicycle & Pedestrian Commission

Ben Tiscareno was in attendance to give the report for the Commission. He reviewed a PowerPoint presentation, which is included in the archive meeting packet.

- Need for more bike racks. Showed photos of racks that identify with businesses.
- Bicycle Friendly Community feedback.
- Bike share service.

Council President Morten thanked Ben for his report.

Discuss Municipal Court Opportunities

Finance Director Brown recapped recent events and reviewed his memo dated May 3, 2017, included in the archive packet for this meeting.

City Administrator Walsh clarified that our City Charter requires us to have court. It also describes a process to transfer it to make sure the duties of court continues.

Councilor Conn explained that the Council considers the mission statement and goals when making decisions. The meeting with the stakeholders and testimony received have helped clarify her opinions. She would be very comfortable with sending misdemeanors to the County and retaining City ordinance and traffic violations at the City.

Judge Phillips referred to item number one. When a misdemeanor is reduced to a violation it reduces the opportunity for the defendant to seek court-appointed counsel and get a jury trial. The D.A.'s office does that to handle those cases more efficiently. If the City decides to transfer misdemeanors to the County, they should transfer the entire case. Referring to item number six, the D.A. is a County employee and the State Court is funded by the State. Having an IGA with the County will not resolve the entire problem. The State Court is already at capacity. Processing times will increase.

Councilor Carlson believes this kind of change will take more than six months. They need to consider what is best for the community. Brown and Phillips have both done a lot of work.

Councilor Conn believes that Brown's recommendation was a compromise.

Councilor Locke agreed with Carlson. He's not ready to make a decision at this time. They need to gather more information to discuss.

Council President Morten doesn't want to make a rushed decision. He doesn't like all the stress and frustration assuming this will be a disaster. The process should just play itself out. He asked Brown how quickly he needs a response if the Council is in favor of making changes. Brown responded that it is essential to have an answer today. For the purposes of budgeting for next fiscal year, he is anticipating everything staying the same. Having an answer will benefit employees anxiously awaiting the outcome. Councilor Conn added that some of the employees are seeking answers to prepare for the future. Councilor Carlson understands their desire to know but nothing can happen in less than a year. Phillips pointed out some ways for improvement in the interim.

Council President Morten has not heard anything about monetary gains of one system or the other. That seemed to be the big issue. He would like to move forward with more facts and figures. They are not prepared to make any decisions at this time. Brown responded that he initially looked at it from a financial standpoint and was asked by the Council to review it from a service level standpoint. He would be happy to return with more data and facts.

Council President Morten would like to keep this open for more review.

Agnes Petersen recommended that Council appoint a study committee to review the nuts and bolts. She suggested appointing members of the community who understand the system.

3rd Quarter Main Street Program Report

Mainstreet Program Coordinator Jasmine Jordan was in attendance to give her report.

- The RARE program coordinator led a workshop for the Winter SHEDCO Mainstreet Work Plan. It went really well. They generated a list of high impact and low maintenance projects. A copy is included in the archive meeting packet.
- Spring promotions.
 - Spring cleanup.
 - Inspiration in the Rain project.
- Redesigning the website.
- SHEDCO newsletter.
- Updated vacancy report.
- Working with Associate Planner Dimsho on the Branding and Wayfinding project.
- Submitted an application for a new RARE student. Will find out soon if they are selected to participate again.
- Will find out if we received the Oregon Mainstreet Revitalization Grant in a few days. The grant would be used for repairs and upgrades to El Tapatio.

Discuss Potential to Invest in Equipment for Communications/Tourism

This was Mayor Scholl's topic. It will be discussed at a later date.

Discussion 2-Hour Parking in Plaza and City Hall Parking Lot Dilemma

Chief Moss reported that the new Code Enforcement Officer has begun enforcing the parking rules, which hasn't been done for several years. The businesses are in favor of parking enforcement.

Finance Director Brown explained that several staff members park in the Plaza for both convenience and lack of parking in the staff lot. Staff has discussed:

- Eliminating the 2-hour parking signs around the Plaza.
- Installing a mechanical gate at the entrance into the Waterfront property to park City vehicles.

Building Official Johnston pointed out that staff was issued parking passes for the City lot. Council could consider allowing those passes to be used for parking in the Plaza as well.

Executive Session

ORS 192.660(2)(e) Real Property Transactions

Motion: At 3:01 p.m., upon Locke's motion and Carlson's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(e) Real Property Transactions.

Due to the audio/visual audio conference feature not working, a cell phone was used to bring in the City attorney for this discussion. Hopefully, it was audible for recording purposes.

Motion: At 3:59 p.m., upon completion of the executive session, Conn moved to go back into work session, seconded by Carlson, and unanimously approved.

Discussion 2-Hour Parking in Plaza and City Hall Parking Lot Dilemma – Continued

City Recorder Payne liked what Johnston said about parking passes to park in the Plaza. However, that would appear to neighboring businesses that City staff are given special privileges to park.

Councilor Conn is not in favor of opening the Waterfront property for parking.

Councilor Locke pointed out the public parking lot behind 2C's. It has plenty of parking. He would like to support the wishes of the downtown businesses.

Public Works Engineering Director Nelson reminded the Council that parking has not been enforced for years and it doesn't seem to be an issue. There is a constant turnover of parking spaces and never seems to be a problem.

Discussion of parking enforcement. It was the consensus of the Council to continue to enforce parking rules.

Review "If I Were Mayor..." Student Contest Entries

We received three posters, two essays, and one digital media presentation. A copy of those are included in the archive meeting packet. Ballots were distributed to the Council. The winners will be announced at tonight's Council meeting.

Department Reports

Reports have been carried over to this evening.

Council Reports

Reports have been carried over to this evening.

Other Business

No other business.

There being no further business, the meeting was adjourned at 4:16 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens CITY COUNCIL

Regular Session Minutes

May 3, 2017

Members Present: Rick Scholl, Mayor
Doug Morten, Council President
Keith Locke, Councilor
Susan Conn, Councilor
Ginny Carlson, Councilor

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Kathy Payne, City Recorder
Margaret Jeffries, Library Director
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director
Lisa Scholl, Deputy City Recorder

Others: Agnes Petersen
"If I Were Mayor..." Student Contest participants and families



7:00PM – Call Regular Session to Order – Mayor Scholl

Pledge of Allegiance – Mayor Scholl

Announce & Award Prizes to "If I Were Mayor..." Student Contest Winners

Mayor Scholl announced and awarded prizes to the "If I Were Mayor..." Student Contest winners. First place winners received \$100 cash, a \$5 Yo Place gift card, a certificate and will have lunch with Mayor Scholl. Runners up received a \$5 Yo Place gift card and a certificate.

Grades 4-5 Poster Category:

Winner – Rebecca Freitag
Runner-up – Isabella Hayward
Runner-up – Giovanna Anderson

Grades 6-8 Essay Category:

Winner – Kathryn Nelson
Runner-up – Abby Messenger

Grades 9-12 Digital Media Presentation:

Winner – Elsie Elstoen

Invitation to Citizens for Public Comment

♦Agnes Petersen. She presented documents earlier in the day regarding court. She hopes the Council will read the documents she presented. The issue is one of public safety. It's the Council's mission to make the City welcoming to tourists. Tourists are not going to come here if we're known as a sanctuary for thief's. Several businesses testified earlier today about the need for Municipal Court. Don't make a policy mistake and send it away. She went on to talk about the reasons court should not go away. She would like to be included in a study to review Municipal

Court.

Ordinances – Final Readings

- A. **Ordinance No. 3215:** An Ordinance to Amend the City of St. Helens Comprehensive Plan Map and Zoning District Map to Expand the Riverfront District as Part of the City's Waterfront Planning Efforts; and to Amend the Comprehensive Plan Map and Zoning District Map from Heavy Industrial to Public Lands for Nob Hill Nature Park; and Amending the St. Helens Municipal Code Chapters 17.08, 17.16, 17.20, 17.32, 17.36, 17.88, 17.116, 19.08, and 19.12

Mayor Scholl read Ordinance No. 3215 by title for the final time. **Motion:** Upon Locke's motion and Conn's second, the Council unanimously adopted Ordinance No. 3215. [Ayes: Locke, Carlson, Conn, Morten, Scholl; Nays: None]

Ordinances – First Readings

- A. **Ordinance No. 3216:** An Ordinance to Annex and Designate Lots 19 and 20, Block 2, Golf Club Addition

Mayor Scholl read Ordinance No. 3216 by title for the first time. The final reading will be held at the next regular session.

Resolutions

- A. **Resolution No. 1783:** A Resolution of the Common Council of the City of St. Helens Adopting a City Employee Compensation Plan for the Position of Associate Planner

Mayor Scholl read Resolution No. 1783 by title. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Resolution No. 1783. [Ayes: Locke, Carlson, Conn, Morten, Scholl; Nays: None]

Award Contract for 2017 Sanitary Sewer Rehabilitation Project to Emery & Sons Construction Group for \$240,176

Motion: Upon Conn's motion and Locke's second, the Council unanimously awarded the contract for the 2017 Sanitary Sewer Rehabilitation Project to Emery & Sons Construction Group for \$240,176.

Approve and/or Authorize for Signature

- A. Contract with Donovan Enterprises, Inc. for 2017 Utility Rate Study
B. Contract Payments

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

Consent Agenda for Acceptance

- A. Library Board Minutes dated September 20, October 18, November 15, 2016, January 10, January 17, February 21, and March 21, 2017
B. Arts & Cultural Commission Minutes dated March 28, 2017
C. Budget Committee Minutes dated May 5, 2016
D. Accounts Payable Bill List

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

Consent Agenda for Approval

- A. OLCC Licenses
B. Council Work Session, Public Hearing and Regular Session Minutes dated April 5, 2017

C. Accounts Payable Bill List

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

Council Reports

Mayor Scholl reported...

- Apologized for not being at the work session earlier today.
- He really likes working with this team and is happy to be part of it. We strive to work together as a City and with other agencies.

Councilor Locke reported...

- It seems like every spring burning season needs to be extended due to weather. He suggested it be extended again this year.

Motion: Locke moved to extend the burning season for a week. Conn seconded.

Discussion. Council President Morten would prefer to discuss it with Columbia River Fire & Rescue first.

Vote: Locke, Carlson, Conn, and Scholl in favor. Morten opposed. Motion carries.

Councilor Carlson reported...

- Attended the Garden Fair and Art Fair last weekend. She was encouraged to see all of the outside vendors.
- The NAMI Walk is coming up on May 21. There will be 4-5 teams representing Columbia County.
- Relay for Life is coming up in July.

Council President Morten reported...

- He was impressed with the committee reports given during the work session. They both mentioned collaboration. Bicycle racks and trails can be a multi-committee project. Volunteers are stepping forward to make things happen.
- Our Public Works and Parks crews are out there every day during record rainfalls. You never hear any of them grumbling.
- He was impressed with how Mayor Scholl handled the "If I Were Mayor.." Student Contest participants.
- He will not be at the next meeting and possibly the meeting after that. He requested a leave of absence for two Council meetings. No concerns from Council.

Councilor Conn reported...

- She enjoys attending public activities and running into other Councilors and members of the community. There is a spirit of volunteerism.
- The next Crisis Intervention Training (CIT) training will be held June 5- 9. In the past, Council allowed a budget of \$300 for snacks. She is requesting the same. Council was in concurrence.

Department Reports

Public Works Engineering Director Nelson reported...

- Phase I of the LED street light replacement project is complete. Phase II, which is being done by Columbia River PUD crews, is almost done.
- There was a log jam at the Sand Island docks. The job was too much for City crews to clean up. The Marine Board approved a small grant to pay for contractors to move the logs off the docks and make repairs.

Public Works Operations Director Sheppard reported...

- Asked for patience with Public Works. The weather has made some projects difficult.

Library Director Jeffries reported...

- Today, the Youth Librarian gave a presentation on MakerFest. It will be held on Saturday, May 20.
- Keep it Local Columbia County & SHEDCO will host Social Media instruction for business owners on May 9 at 7 p.m.
- Artist Bonnie Wagner will present at the quarterly artist talk on Thursday, May 18 at 7 p.m. She recently created a coloring book of Timberline Lodge and will be on sale in the Timberline Lodge Gift Shop.

Finance Director Brown reported...

- The first Budget Committee meeting will be held tomorrow at 6 p.m.
- The contractor who will be doing the upgrades to the AV equipment had to increase his quote by \$2,000 to include some recent updates. It increases the cost to \$49,000. They are scheduled to conduct the work May 19 – 26.
- One of the Council goals has been a live feed camera on the waterfront area and the park area. He has been reviewing that with Centerlogic. He has only received one quote, which seemed high. He will continue to get more information and report back to Council.
- The Judge and Prosecutorial service contracts are both up at the end of June. His recommendation is to go out for an RFP for both services and do it on an hourly rate. The Council was in consensus to go out for an RFP for both services. Agnes Petersen commented that the Council should study it before making any changes. She does not think it's urgent.

City Recorder Payne reported...

- Jay Tappan's term on the Columbia Foundation expires at the end of this month. He does not wish to be reappointed.
- Would like to talk about the Council's summer schedule. For many years, the Council has cancelled their first meetings in July and first meetings in August. The Council was in consensus to cancel the first meetings in July (July 5) and August (August 3).

City Administrator Walsh reported...

- The Council met as the Urban Renewal Agency (URA) Board earlier this evening. An URA was formed in 2008 and this was our first meeting. Part of the process is to engage the Waterfront property and tools for redevelopment. An RFQ for a site developer will be released.
- Tourism update:
 - A few weeks left to submit RFP's for event management services.
 - Halloween is shaping up to be as good or better than ever.
 - Coordinating events for 4th of July.
 - Ensuring that 13 Nights on the River will continue.

Mayor Scholl asked who the beer and wine in storage belongs to. City Administrator Walsh responded that it was donated to the City.

Adjourn - There being no further business, the meeting adjourned at 7:54 p.m.



Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

DRAFT

City of St. Helens

Council Action Request

Date: 05/03/17

To: Mayor Scholl
Councilor Locke
Councilor Carlson
Councilor Morten
Councilor Conn

From: Terry Moss
Chief of Police

Re: Declaration of Surplus Property

We request that the property itemized below be declared surplus and that we be authorized to dispose of the property through sale, donation or discard.

16076975	NGXT Mountain Bike
16084985	Wheel chair
16066543	Schwinn Bicycle w/helmet
16093122	Magna Striker Bicycle
16093122	Road Master Bicycle
16073439	Chop Saw
16083613	Miyata Bicycle and backpack
16078075	Classic Bicycle
16080201	Sierra Mountain Bike and Backpack
16082149	MSIK bicycle and backpack
16077442	Backpack
15301409	Backpack
16075254	Zippered Handbag
16075574	Backpack
16039311	Backpack w/ contents
16073576	Jacket, Backpack, plastic container
16079895	Knife
16085182	Knife
16064837	Cellphone
16073766	Knife
16083299	Wallet
Unknown	Tin Box w/misc items
Unknown	Keys
Unknown	Bracelet
16071649	Cell Phone
16081911	Bible
Unknown	Wallets w/contents
16039286	Knife

07300506	Jewelry
08301618	Jewelry
95000745	Shotgun
12301316	Rifle
16083914	Skateboard and backpack
16081071	Backpack, vape pen and flare gun
16049895	Knife
16067189	Lighters
16082149	Backpack and bicycle
16096694	Backpack and Bicycle
16080502	Knife
16093455	Roadmaster Bicycle
16094166	Knife
16094362	Purse
16095380	Bicycle
03302082	Car CD Player
85-00272	Revolver
Unknown	Box of cards
Unknown	Calculators
07301541	Handgun w/holster
07300314	Handgun
01000064	Cash
Unknown	Yellow Ring
02300248	Jewelry
02300309	Cash
03302368	Cash
02302239	Cash
03301240	Cash
02300888	Cash
02300527	Cash
05302015	Paintball Gun w/accessories
05300062	Jewelry, cellphone, scanners, fish hooks, camera, Computer w/monitor
04302305	Jewelry Boxes and Jewelry
07300517	Cellphones, cameras, printers, handgun
06300220	Swords, Sheath, Dagger, Nunchakus, blow gun, throwing star
08300115	Chainsaw
04301644	Pistol w/mag
17004956	Paddle Board
07302380	Jewelry
09300572	Handgun
04300463	Coins
00001685	Cash
06301299	Cash
00000001	Cash
99000011	Jewelry

Navigate using Bookmarks or by clicking on an agenda item.

95001363	Coins
05300307	Cash
00000002	Coins
06300039	Shotgun
02302296	Rifle
01301124	Rifle
15300043	Cash
16053935	Dump Trailer
17006767	Knives
16005599	Knife
05301748	Revolver w/holster

City of St. Helens

Council Action Request

Date: 05/05/17

To: Mayor Scholl
Councilor Locke
Councilor Carlson
Councilor Morten
Councilor Conn

From: Terry Moss
Chief of Police

Re: Declaration of Surplus Property

We request that the radio equipment itemized below be declared surplus and that we be authorized to dispose of the property through sale, donation or discard.

QTY	ITEM	SERIAL NUMBER
15	Desktop Charger	n/a
25	Microphone	n/a
1	HT1000 radio	402AYC6408Z
1	HT1250 radio	749HDY7221
17	HT1500 radio	687TGS1623
		687TGN4817
		687TGN4818
		687TGS1622
		687TGS1675
		687TGS1677
		687TGS1633
		687TGS1625
		687TGS1630
		687TGS1669
		687TGS1632
		687TGS1668
		687TGS1637
		687TGS1631
		687TGS1628
		687TGS1670
		687TGS1635

PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

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

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

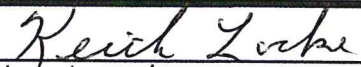
Street Closure #1			
Street Name	Columbia Blvd		
Beginning Point	RvR Crossing	Ending Point	1st Street
Start Date	June 17-17	End Date	6-17-17
Time to Begin Closure	12 pm Noon	Time to Reopen	2:00 PM
Purpose of Closure	Parade		
Street Closure #2			
Street Name	1st Street South		
Beginning Point	Columbia Blvd	Ending Point	Boise Lot
Start Date	6-17-17	End Date	6-17-17
Time to Begin Closure	12:30 pm	Time to Reopen	3:00 pm
Purpose of Closure	Parade		
Street Closure #3			
Street Name			
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			

Approval of emergency responders: (required)

	4-4-17		3/31/17		4-4-17
Fire District	Date	Police Department	Date	Public Works	Date
270 Columbia Blvd.	503-397-2990	150 S. 13 th St.	503-397-3333	984 Oregon St.	503-397-3532

DECLARATION

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

Petitioner Signature 	Date Signed _____
Print Name <u>Keith Locke</u>	Phone <u>503-369-0575</u>
Mailing Address <u>90 Columbia Blvd</u>	City, State, Zip <u>St Helens, OR 97051</u>
Petitioner Signature _____	Date Signed _____
Print Name _____	Phone _____
Mailing Address _____	City, State, Zip _____

FOR OFFICIAL USE ONLY

Date Rec'd 4-12-17 Rec'd by  Date sent to CC 5-3-17 City Council ☐ Approved ☐ Denied Meeting date _____

Attested  _____, City Administrator Date 4/27/16

CITY STREET CLOSURE CONSENT FORM

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

Applicant Keith Locke Phone 503-369-0575
 Name of Event Kiwanis Parade Date(s) of Event 6-17-17 Time(s) 12 pm - 3 pm
 Street(s) to be closed for event Columbia Blvd and 1st St, S,

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

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

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

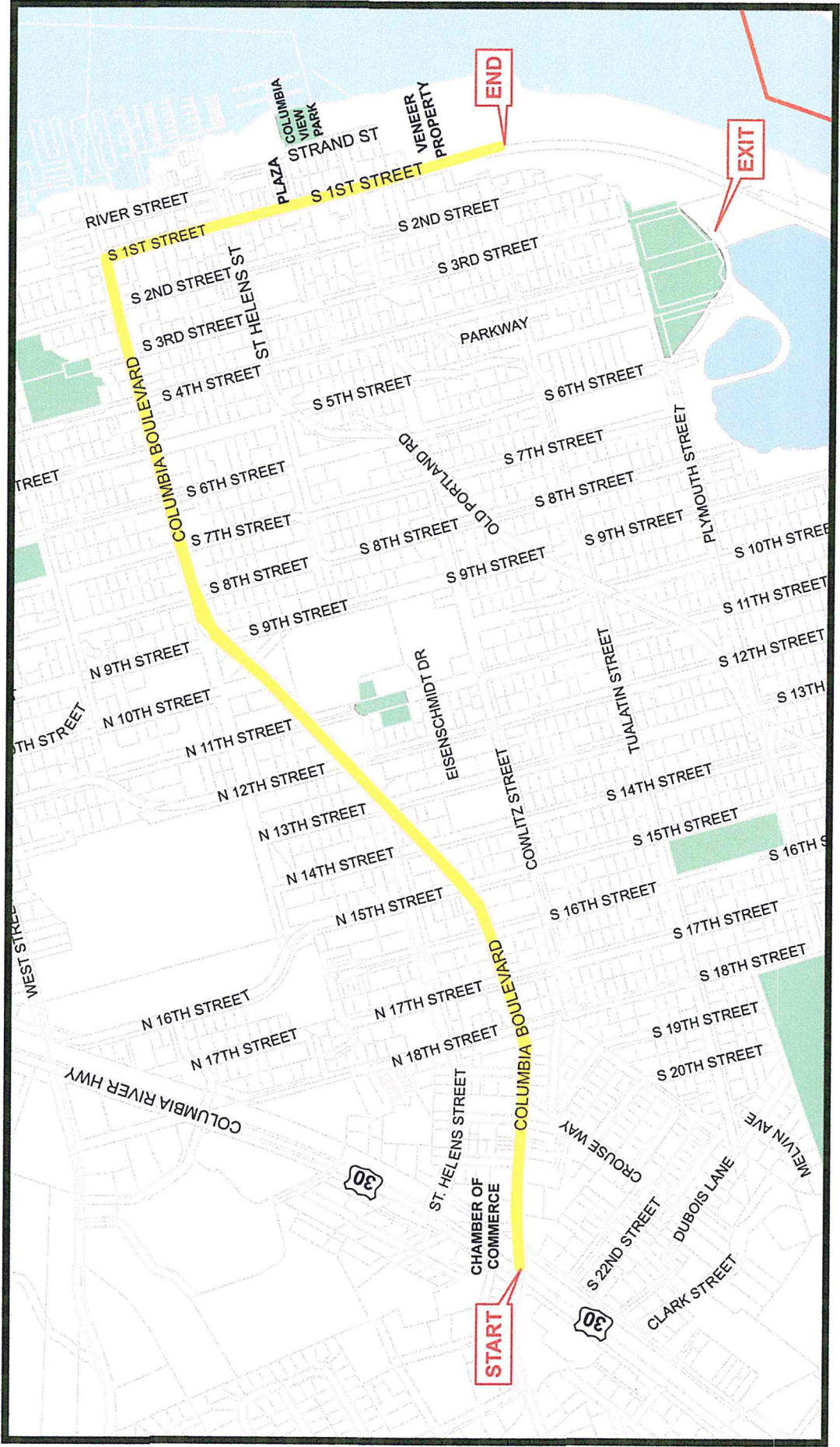
**Return this to City Hall with your
 Petition for Temporary Closure of City Street(s)**

Kiwanis Community Parade 2016

Parade Route

Wastewater Treatment Pond

City Parks





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151 E-MAIL ADDRESS: kiwaniscert@hylant.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Lexington Insurance Company	
NAIC # 19437	
INSURED KIWAN03	
Kiwani International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 174779136**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		013136005	11/1/2016	11/1/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			013136005	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Aggregate \$3,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2016	11/1/2017	All Claims \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured as respects to General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included):
 June 5-19, 2017 or any future date(s) during the policy term.
 Kiwanis banner hanging and the Helens Community Parade w/carnival rides, beer garden, band and vendors
 Located @ St. Helens, OR 97051
 Kiwanis Club of St. Helens Noon

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

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

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

Street Closure #1			
Street Name	UPPER PARKING LOT - THE STRAND		
Beginning Point	CORNER OF PLAZA	Ending Point	BACK OF CITY LOT - ACROSS TO PARK FENCE
Start Date	JUNE 1 - THURSDAY	End Date	AUG 24 th
Time to Begin Closure	7:00 AM	Time to Reopen	11:00 PM
Purpose of Closure	EVENT SPACE FOR VENDORS 13 Nights on the River		
Street Closure #2			
Street Name			
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			
Street Closure #3			
Street Name			
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			

*Approval of emergency responders: (required)

Fire District

270 Columbia Blvd.

Date

5/12/17

Police Department

150 S. 13th St.

Date

5/18/17

Public Works

984 Oregon St.

Date

5-12-17

DECLARATION

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

Petitioner Signature

Date Signed

Print Name

Phone

Mailing Address

City, State, Zip

Petitioner Signature

Date Signed

Print Name

Phone

Mailing Address

City, State, Zip

FOR OFFICIAL USE ONLY

Date Rec'd _____ Rec'd by _____ Date sent to CC _____ City Council ☐ Approved ☐ Denied Meeting date _____

Attested

_____, City Administrator

Date

5/9/17

CITY STREET CLOSURE CONSENT FORM

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

Applicant CHRISTINA SULLIVAN Phone 620-654-8205
 Name of Event 13 NIGHTS ON THE RIVER Date(s) of Event JUNE 1st - AUG 24th Time(s) 7:00AM - 11:00PM
 Street(s) to be closed for event Upper Parking Lot

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

Business name <u>None affected</u> <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____
Business name _____ <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature _____ Printed name _____ Date signed _____

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

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

City of St. Helens

Special Use Permit Application

➔ Applications must be **complete** when submitted, including payment, emergency response signatures, insurance certificate, event map, proof of non-profit status, and other additional applications (i.e., OLCC, street closure, concession agreement), and request to waive park use fees for non-profit organization.

As per Ordinance Nos. 2003 and 2250 and all amending ordinances.



FOR OFFICE USE	
<input type="checkbox"/> Date rec'd <u>5-8-17</u>	<input type="checkbox"/> Insurance (attach)
<input type="checkbox"/> Amount paid _____	<input type="checkbox"/> Event Map (attach)
<input type="checkbox"/> Receipt # _____	<input type="checkbox"/> Street Closure Petition (attach)
<input type="checkbox"/> Business License # _____	<input type="checkbox"/> ER signatures (if applicable)
<input type="checkbox"/> Additional required permits (attach)	
Non-profit organization request for Waiver of Park Reservation fees. Proof of 501(c)(3) AND request for Waiver of Park Use <u>must</u> be attached.	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied by _____ Date _____	

Purpose of application (check all that apply)

- ☐ Park Use/Reservation
Complete sections 1 & 2
- ☐ Public Assembly of 50 or more people
(30 day notice required) Complete full application
- ☐ Parade/Run/Walk
(45 day notice required) Complete full application
- ☐ Athletic Field(s) Reservation
(Single use or for less than two week period)

Additional requests (check all that apply)

- ☐ camping/overnight sleeping
- ☐ commercial activity (requires separate agreement)
- ☐ amplify sound
- ☐ display signs (may require separate application)
- ☐ use during hours of closure
- ☐ use of special use area
- ☐ use of electrical connections owned by City
- ☐ street closure (requires separate application—attached)
- ☐ other _____

SECTION 1: CONTACT INFORMATION

Applicant/Authorized agent name CHRISTINA SULLIVAN Phone 620.654.8205
 Company/Group name 13 NIGHTS ON THE RIVER Company Phone _____
 Contact name & phone for day of event CHRISTINA SULLIVAN - 620.654.8205
 Address PO BOX 1532, ST. HELENS, OR 97051 City, State, Zip _____
 Mailing address (if different) _____

SECTION 2: LOCATION/EVENT INFORMATION

Description of proposed activity Summer Concert Series
 Area/Park(s) Columbia View Park
 Start date JUNE 1st End date AUG 24th Estimated attendance 150-1500
 Day/Date/Hour(s) of use Include hours needed for set-up and clean-up of activity

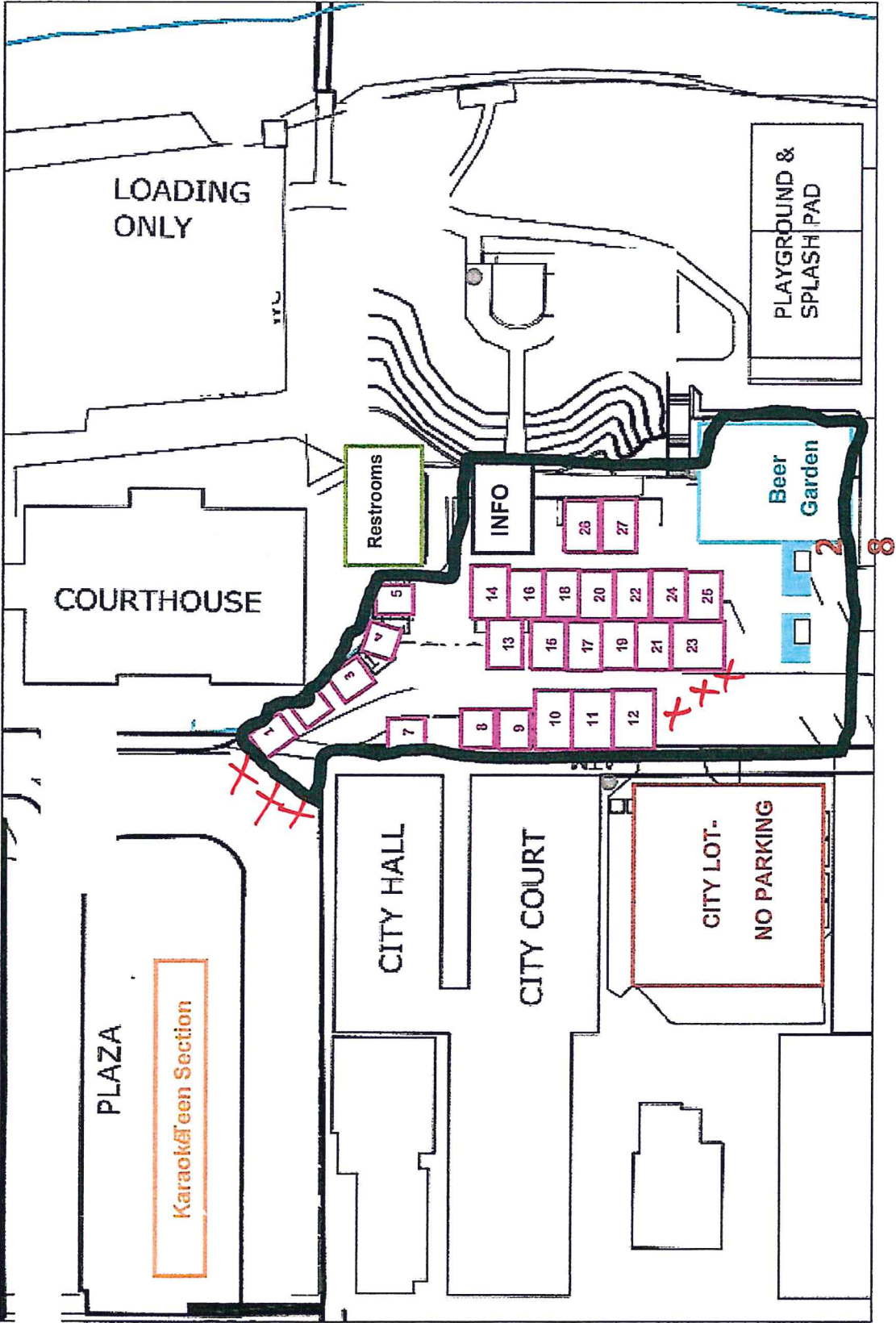
Monday	<u>July 3rd</u>	Hours start _____ finish _____
Tuesday	_____	Hours start _____ finish _____
Wednesday	<u>May 31, June 14th, June 28th, July 12th, July 26th, Aug 9, Aug 23rd</u>	Hours start <u>5pm</u> finish <u>12am</u>
Thursday	<u>June 1st, June 15th, June 29th, July 13th, July 27th, Aug 10th, Aug 24th</u>	Hours start <u>12pm</u> finish <u>10pm</u>
Friday	<u>June 30th</u>	Hours start _____ finish _____
Saturday	<u>July 1st</u>	Hours start _____ finish _____
Sunday	<u>July 2nd</u>	Hours start _____ finish _____

Concession sales? ☐ NO ☒ YES: ☒ Alcohol ☒ Food/beverage ☒ merchandise ☒ services

If YES, a separate Concessions Agreement, negotiated with the City Administrator, is required.

Describe concessions ALCOHOL SOLD IN BEER GARDEN, VENDORS WILL SELL FOOD

Vendor Map



XXX = street closure



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/08/2017

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED The Community Foundation Christina Sullivan Box 1532 St. Helens, OR 97051		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Lloyds Syndicate 2623	AA-1128623 82%
		INSURER B: Lloyds Syndicate 623	AA-1128623 18%
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y		GENERAL LIABILITY	EH-771315-L1347461	SEE BELOW	SEE BELOW	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				MED EXP (Any one person) \$ 5,000
			<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
			<input type="checkbox"/> Host Liquor Liability				GENERAL AGGREGATE \$ 2,000,000
			GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ INCLUDED
			<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DEDUCTIBLE \$ 1,000
			<input checked="" type="checkbox"/> Retail Liquor Liability	EH-771315-L1347461	SEE BELOW	SEE BELOW	\$
			AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
			<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
			<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
			<input type="checkbox"/> HIRED AUTOS				
			<input type="checkbox"/> NON-OWNED AUTOS				
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
							AUTO ONLY: AGG \$
			EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
							\$
			<input type="checkbox"/> DEDUCTIBLE				\$
			<input type="checkbox"/> RETENTION \$				\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
			OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04 for the following dates: 06/01/2017, 06/15/2017, 06/29/2017, 07/13/2017, 07/27/2017, 08/10/2017 & 08/24/2017.

Attendance: 5000, Event Type: Festival & Cultural Event - Outdoor.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Will Maddux

Policy Number: EH-771315-L1347461

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of St. Helens 265 Strand Street St. Helens, OR 97051
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
05/08/2017

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@theeventhelper.com	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED The Community Foundation Christina Sullivan Box 1532 St. Helens, OR 97051	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Lloyds Syndicate 2623	AA-1128623 82%
	INSURER B: Lloyds Syndicate 623	AA-1126623 18%
	INSURER C:	
	INSURER D:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	GENERAL LIABILITY	EH-771315-L1036286	06/30/2017	07/04/2017	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				MED EXP (Any one person) \$ 5,000
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
		<input type="checkbox"/> Host Liquor Liability				GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ INCLUDED
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DEDUCTIBLE \$ 1,000
		<input checked="" type="checkbox"/> Retail Liquor Liability	EH-771315-L1036286	06/30/2017	07/04/2017	\$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
 Attendance: 5000, Event Type: Festival & Cultural Event - Outdoor.
 RE: Event Dates: 06/30/2017, 07/01/2017, 07/02/2017, 07/03/2017

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Policy Number: EH-771315-L1036286

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of St. Helens 265 Strand Street St. Helens, OR 97051
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

REQUESTS FOR PROPOSALS

MUNICIPAL COURT JUDGE

The City of St. Helens is requesting proposals from qualified members of the Oregon State Bar to serve as a Municipal Court Judge for the City of St. Helens. Five (5) copies of the proposals shall be submitted in a sealed envelope with caption "Municipal Court Judge Proposal" and addressed to:

Finance Director
City of St. Helens
PO BOX 278
St. Helens, OR 97051

Proposals may be filed in person or by mail and will be accepted at City Hall until
3:00 PM Wednesday June 14, 2017.

The City reserves the right to reject all proposals, to request additional information concerning any proposal for purposes of clarification and to accept or negotiate any modifications to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City in the sole determination of the City. All inquiries regarding the Request for Proposals and current legal services of the Municipal Court including legal activities and past/current litigation should be directed to the Finance Director at the above address. It is the intention of the City to follow-through and complete this process in a timely manner.

Judicial Duties

The duties include all normal duties of municipal judge acting in that capacity for municipal court. These duties include having arraignments, accepting pleas, and conducting sentencing. The judge may conduct court trials. Infrequently it may be necessary to conduct a jury trial on a separate day from regular court day. The judge also issues warrants, such as bench warrant for criminal non-appearances, review probation reports, and have probation violation hearings.

There are judicial conferences which the judge may attend. The court clerk assists the judge with paperwork and necessary orders. The judge may review court programs, court fines, court charges, and court procedures. The presiding judge may issue court orders establishing the procedure and amount of fees. The judge will help keep the court staff apprised of changes in laws and procedures.

When possible, in-custody arraignments are conducted via video from the jail on regular court day, otherwise the in-custody arraignments are brought to the court room for arraignments.

Content of Proposal

Respondent's proposal should include the following items in the following sequence and any additional information you deem relevant:

1. Provide a brief description of your professional experience and qualifications including
 - a. Education
 - b. Employment
 - c. Offices held
 - d. Professional organizations
 - e. Oregon State Bar number
 - f. A resume attachment is optional
2. Identify any experience with municipal law
3. Describe your capability in providing services as Municipal Court Judge
4. Provide a brief description of your judicial philosophy
5. Provide a brief description of various projects that you would anticipate initiating (if any) for the Court
6. Provide a brief description of your philosophy as to the administration of the fines for first and repeat offenders.
7. Provide any other information or comments, which you believe are relevant and will assist the City in making its selection
 - a. Additional questions concerning judicial philosophy, programs, and duties may be asked at an interview after initial reviews. Additional information may be requested in order to conduct a background check.
8. Provide three current letters of recommendation made in specific reference to this position.
9. Specify a flat rate per hour and minimum billing increments. This position within the City is expected to be an hourly-rate position for time worked.

Employment Relationship

The municipal judge will not be eligible to receive any benefits, vacation, or sick-leave. The applicant will be subject to a criminal background check as well as other background checks. Employment with the City in this position requires a pre-employment initial drug screen testing and fingerprinting.

Background

The Municipal Court is established by the City Charter, the municipal court judge is appointed by the mayor with the consent of the council, and the Court is designated a court of record.

The Court provides a local forum for the resolution of City municipal code violations, Oregon motor vehicle law violations, and misdemeanor criminal code violations in St. Helens as cited/investigated by the St. Helens Police Department.

The mission of the Municipal Court is to guarantee all persons accused of violations or crimes their constitutional rights to a fair and speedy judicial process while preserving their dignity, as well as protecting the rights of the citizens of St. Helens. We strive to provide defendants with the tools they need to successfully complete their court requirements.

Court sessions are currently held two days a week. Arraignments by video are conducted between the Court and the Columbia County Jail to reduce the number of transports needed by police services. The Court uses pretrial conferences as a tool in adjudicating cases more efficiently. The Court also uses deferred sentencing and diversion agreements, when appropriate.

During the next fiscal year July 2017 – June 2018, there will be ongoing discussions about the purpose and goals of the City's Municipal Court and its processes. You may be asked to give you professional opinion and thoughts on proposed changes which may/may not include the City not pursuing City municipal code violations, Oregon motor vehicle law violations, and misdemeanor criminal code violations in St. Helens as cited/investigated by the St. Helens Police Department.

Municipal Court staffing currently is composed of:

- A Contract Municipal Judge that provides services to support court operations three days per week.
- A full time salaried Court Clerk that coordinates the Court schedule, maintains appropriate documentation for a court of record, completes court orders, monitors probation compliance and monitors and process payments of court fines
- A full time salaried Legal Assistant that provides support to both the Court Clerk and City Prosecutor
- A part time hourly City Prosecutor that provides prosecutorial services to the City. This is also a current RFP and the City's current contract for Municipal Judge will end as of 7/3/17.

The Court department is currently supervised by the City Finance Director.

The Legal Assistant will primarily support the Court with operations and collections efforts, but will also be available to provide support to the Contract Prosecutor.

The following is work load indicators. Please note the city anticipates that these statistics may shift based on potential changes being discussed in FY 1718 in the Municipal Court's processes and procedures.

Cases Filed	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	2nd Qtr FY 16/17
Non-Traffic Misdemeanors	493	362	358	434	362	173
Non-Traffic Violations	61	64	43	45	20	10
Traffic Misdemeanors	83	111	82	101	109	43
Traffic Violations	371	353	565	464	622	287
Municipal Code Misdemeanors	1	0	3	-	-	-
Ordinance Violations	137	92	19	16	5	9
Other (Parking & Miscellaneous)	3	0	0	3	21	4
Sub Totals:						
Misdemeanors	577	473	443	535	471	216
Violations	572	509	627	528	668	310
Total Cases Filed	1,149	982	1,070	1,063	1,139	526

REQUESTS FOR PROPOSALS

MUNICIPAL COURT PROSECUTOR

The City of St. Helens hereby invites interested attorneys with knowledge of municipal law and processes, as well as trial practice knowledge and experience, to submit written proposals to provide prosecutorial legal services to the City. Five (5) copies of the proposals shall be submitted in a sealed envelope with caption "municipal Court Prosecutor Proposal" and addressed to:

Finance Director
City of St. Helens
PO BOX 278
St. Helens, OR 97051

Proposals may be filed in person or by mail and will be accepted at City Hall until
3:00 PM Wednesday June 14, 2017.

The City reserves the right to reject all proposals, to request additional information concerning any proposal for purposes of clarification and to accept or negotiate any modifications to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City in the sole determination of the City. All inquiries regarding the Request for Proposals and current legal services of the Municipal Court including legal activities and past/current litigation should be directed to the Finance Director at the above address. It is the intention of the City to follow-through and complete this process in a timely manner.

Professional Requirements

1. Juris Doctorate degree from an accredited law school
2. Active member of the Oregon State Bar, in good standing with no pending or unresolved disciplinary matters
3. Valid insurance coverage under the Professional Liability Fund
4. At least 3 years of experience in the practice of law involving at least 3 trial experiences from jury selection to verdict.

Skills Required:

1. Establish and maintain professional working relationships with defense attorneys, city employees, police department personnel, city officials, and the public
2. Draft reasoned memoranda in support of motions
3. Develop reasoned persuasive arguments and orally present same in court
4. Analyze and apply legal precedent
5. Negotiate cases on terms in the public interest
6. Create and deliver legal advice in oral and written form to city employees
7. Maintain strict confidentiality of oral and written communications, including confidentiality of Law Enforcement Data System (LEDS) printouts
8. Be generally available to communicate with and answer questions of defense attorneys, city officials and employees, police department personnel, and the public, even on days when Court is not in session
9. Consult with Court Clerk regarding statistical information, such as number of cases filed and outcomes. Draft a mid-year status report for Council (December & June) that outlines thoughts on current status and include any suggestions to help improve the efficiency and customer service aspects of the Court Department from your prospective.

Requested Information

Please note: All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise or incomplete responses can serve only to the disadvantage of the applicant (submission of a resume is optional).

1. Provide a chronology of your employment history beginning in 2007 (earlier if you prefer), up to and including present employment, and include:
 - a. Name of firm / city / agency
 - b. Length of employment
 - c. Specialization (if any)
2. Describe your qualifications for providing prosecutorial legal services; this should include specific criminal law experience.
3. Describe how you would provide the range of specialized services for the City. The St. Helens Municipal Court currently holds court two days a week. Specify a flat rate per hour, minimum billing increments and reimbursable expenses for purposes of extraordinary services as referred to below or potential pro tem services on an as needed basis. It is expected that the services provided under the flat rate would include:
 - a. Review all police reports, related documents and evidence in all cases submitted for municipal prosecution
 - b. Screen all cases and prepare all legal document, including criminal complaints in preparation for prosecution

- c. Negotiate to try cases filed, either to the Court or to a jury
 - d. Prepare and present all necessary pre-trial motions
 - e. Prepare and file all necessary post-trial motions and documents, including orders to show cause and other documents to ensure enforcement of court orders
 - f. Act as police legal advisor and educate St. Helens police officers on changes in the laws and interpretations as required
4. Identify the services or categories of services you would consider to be “extraordinary services” to be provided outside of the flat rate, and the method by which you would alter the City to the need for such services prior to commencement of work thereon.
 5. Identify a competent substitute for backup or pro tem services for the City in the event you are unavailable
 6. Affirm that you would provide professional liability insurance, indemnification of the City, and all renewals and amendments necessary during the pendency of the contract and any extensions.
 7. All proposals should include at a minimum three professional and one personal reference.

Selection of a Municipal Court Prosecutor, approval of contractual arrangement and appointment date and term of contract are in the sole discretion of the City.

Please identify with specificity any portion of your proposal which you are submitting in confidence, as the City will strive to maintain confidentiality of those portions, consistent with the provisions of the Oregon Public Records Act. In addition, please identify with specificity any existing and prospective employers and/or clients which you do not want the City to contact with respect to this RFP.

Background

The Municipal Court is established by the City Charter, the municipal court judge is appointed by the mayor with the consent of the council, and the Court is designated a court of record.

The Court provides a local forum for the resolution of City municipal code violations, Oregon motor vehicle law violations, and misdemeanor criminal code violations in St. Helens as cited/investigated by the St. Helens Police Department.

The mission of the Municipal Court is to guarantee all persons accused of violations or crimes their constitutional rights to a fair and speedy judicial process while preserving their dignity, as well as protecting the rights of the citizens of St. Helens. We strive to provide defendants with the tools they need to successfully complete their court requirements.

Court sessions are currently held two days a week. Arraignments by video are conducted between the Court and the Columbia County Jail to reduce the number of transports needed by police services. The Court uses pretrial conferences as a tool in adjudicating cases more efficiently. The Court also uses deferred sentencing and diversion agreements, when appropriate.

During the next fiscal year July 2017 – June 2018, there will be ongoing discussions about the purpose and goals of the City’s Municipal Court and its processes. You may be asked to give you professional opinion and thoughts on proposed changes which may/may not include the City not pursuing City municipal code violations, Oregon motor vehicle law violations, and misdemeanor criminal code violations in St. Helens as cited/investigated by the St. Helens Police Department.

Municipal Court staffing currently is composed of:

- A Contract Municipal Judge that provides services to support court operations three days per week. This is also a current RFP and the City's current contract for Municipal Judge will end as of 7/3/17.
- A full time salaried Court Clerk that coordinates the Court schedule, maintains appropriate documentation for a court of record, completes court orders, monitors probation compliance and monitors and process payments of court fines
- A full time salaried Legal Assistant that provides support to both the Court Clerk and City Prosecutor
- A part time hourly City Prosecutor that provides prosecutorial services to the City.

The Court department is currently supervised by the City Finance Director.

The Legal Assistant will primarily support the Court with operations and collections efforts, but will also be available to provide support to the Contract Prosecutor.

The following is work load indicators. Please note the city anticipates that these statistics may shift based on potential changes being discussed in FY 1718 in the Municipal Court's processes and procedures.

Cases Filed	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	2nd Qtr FY 16/17
Non-Traffic Misdemeanors	493	362	358	434	362	173
Non-Traffic Violations	61	64	43	45	20	10
Traffic Misdemeanors	83	111	82	101	109	43
Traffic Violations	371	353	565	464	622	287
Municipal Code Misdemeanors	1	0	3	-	-	-
Ordinance Violations	137	92	19	16	5	9
Other (Parking & Miscellaneous)	3	0	0	3	21	4
Sub Totals:						
Misdemeanors	577	473	443	535	471	216
Violations	572	509	627	528	668	310
Total Cases Filed	1,149	982	1,070	1,063	1,139	526

Accounts Payable

To Be Paid Proof List

216

User: jenniferj
 Printed: 04/27/2017 - 3:21PM
 Batch: 00016.04.2017 - AP 4/28/17 FY 16-17 OVER 10K



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
ALTA PLANNING AND DESIGN INC									
00138									
00-2017-040-3	4/21/2017	22,700.50	0.00	04/28/2017				False	0
008-008-558103 Grant Expense					BRANDING AND WAYFINDING PROJECT 00-2017-040				
00-2017-040-3 Total:		22,700.50							
ALTA PLANNING AND D		22,700.50							
PACIFIC COAST CREDIT									
024157									
02162017	2/16/2017	1,821.00	0.00	04/28/2017				False	0
001-000-341000 Fines					CACELLATION ST. HELENS LIBRARY 607				
02162017	2/16/2017	9,567.00	0.00	04/28/2017				False	0
001-000-341000 Fines					CACELLATION ST. HELENS TICKETS 3189				
02162017	2/16/2017	3,087.00	0.00	04/28/2017				False	0
017-000-354100 Outside collections					CACELLATION ST. HELENS UTILITIES 1029				
02162017 Total:		14,475.00							
PACIFIC COAST CREDIT		14,475.00							
Report Total:		37,175.50							

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 05/09/2017 - 4:39PM
 Batch: 00003.05.2017 - AP 5/12/17 FY 16-17 OVER 10K

61



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
LAWYERS TITLE 01804									
05092017	5/9/2017	10,000.00	0.00	05/09/2017				False	0
017-417-575000 Equipment					EARNEST MONEY PROPERTY PURCHASE FROM S S'				
05092017 Total:		10,000.00							
LAWYERS TITLE Total:		10,000.00							
Report Total:		10,000.00							

