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**City of St. Helens**  
**UPDATED COUNCIL AGENDA**  
**Wednesday, June 21, 2017**  
 City Council Chambers, 265 Strand Street, St. Helens

**City Council Members**

Mayor Rick Scholl  
 Council President Doug Morten  
 Councilor Keith Locke  
 Councilor Susan Conn  
 Councilor Ginny Carlson

**Welcome!**

All persons planning to address the Council, please sign-in at the back of the room. When invited to provide comment regarding items not on tonight's agenda, please raise your hand to be recognized, walk to the podium in the front of the room to the right, and state your name only. You are not required to give your address when speaking to the City Council. If you wish to address a specific item on the agenda, you should make your request known to the Mayor as soon as possible before the item comes up. The Council has the authority to grant or deny your request. Agenda times and order of items are estimated and are subject to change without notice.

1. **6:00PM - PUBLIC HEARING: Appeal of Emerald Meadows Subdivision Approval (Chambers)**
2. **7:00PM - CALL REGULAR SESSION TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **INVITATION TO CITIZENS FOR PUBLIC COMMENT – *Limited to five (5) minutes per speaker.***
5. **DELIBERATIONS: Appeal of Emerald Meadows Subdivision Approval (Chambers)**
6. **RESOLUTIONS**
  - A. **Resolution No. 1786:** A Resolution of the City of St. Helens Declaring the City's Election to Receive State Revenues
  - B. **Resolution No. 1787:** A Resolution Authorizing an Appropriation Resolution to Recognize Unanticipated Non-Tax Revenue and Increase Appropriations for an Expenditure
  - C. **Resolution No. 1788:** A Resolution Authorizing a Transfer of Appropriations within a Fund for Fiscal Year 2016-17
  - Public Comments – Proposed Additions and Increases to Fees Schedule**
  - D. **Resolution No. 1789:** A Resolution Adopting a Universal Fee Schedule
  - E. **Resolution No. 1790:** A Resolution of the Common Council of the City of St. Helens, Oregon, Adopting Budget, Making Appropriations, and Levying Taxes for Fiscal Year Beginning July 1, 2017
  - F. **Resolution No. 1791:** A Resolution Assessing Cost of Abatement as a Lien Against 244 North 2<sup>nd</sup> Street, St. Helens, Oregon
  - Public Comments – Increase in Garbage & Recycling Rates**
  - G. **Resolution No. 1792:** A Resolution Establishing Garbage & Recycling Rates and Superseding Resolution No. 1754
7. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
  - A. [RATIFY] Ground Lease Agreement with Option for Purchase with ACSP LLC for a Portion of the Old Boise Cascade Paper Mill to Develop a Commercial Cannabis Cultivation Agricultural Park
  - B. Agreement with Columbia County for Building and Plan Review Services
  - C. [RATIFY] Agreement with Mark Comfort for Clean-up Services
  - D. Amendment No. 8 to Agreement with Columbia County for Use of Community Service Work Crews
  - E. Contract Payments
  - F. **Contract with Tualatin Valley Workshop, Inc. for Janitorial Services**

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.

**G. Extension of Agreement with World Wide-ATM LLC for ATM Transactions Fees**

**8. APPOINTMENTS TO CITY BOARDS & COMMISSIONS**

**9. CONSENT AGENDA FOR ACCEPTANCE**

- A. Parks Commission Minutes dated April 10, 2017
- B. Planning Commission Minutes dated May 9, 2017
- C. Accounts Payable Bill List

**10. CONSENT AGENDA FOR APPROVAL**

- A. Council Work Session, Public Hearing and Regular Session Minutes dated June 7, 2017
- B. Street Closure: 4<sup>th</sup> of July Activities – Close Strand Street from 230 to 295 Strand and Close all of Plaza Square on July 4, 2017
- C. Accounts Payable Bill List

**D. OLCC License**

**11. MAYOR SCHOLL REPORTS**

**12. COUNCIL MEMBER REPORTS**

**13. DEPARTMENT REPORTS**

**14. ADJOURN**

## MATERIALS AND SERVICES CONTRACT

**BETWEEN:** City of St. Helens, a municipal corporation of the State of Oregon (“City”)  
**AND:** Tualatin Valley Workshop, Inc. – Sustainable Cleaning Systems (“Contractor”)  
**DATED:** \_\_\_\_\_

### RECITALS

**A.** The City is in need of **janitorial services**, and Contractor is qualified and prepared to provide materials and services to fill that need.

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

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

**1. Engagement.** The City hereby engages Contractor to furnish the materials (“Materials”) and services (“Services”) specified in Attachment A - Scope of Work, attached hereto and incorporated herein by reference, and Contractor accepts such engagement. The principal contact on behalf of Contractor shall be **Allen Bethel**, phone: **503.720.5864**.

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

### **3. Contract Documents.**

**3.1** The term “Contract Document” means this form, the Scope of Work, and any specifications, quotation, extensions, amendments, exhibits and documents incorporated by reference.

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

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

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

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

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

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

**4.1** The initial term of this Contract begins on **July 1, 2017**, and ends on **June 30, 2019** (“Contract Term”). The parties may agree to extend the Contract Term for two (2) successive periods of twelve (12) months each. Such extension shall begin on the day following the end of the initial term or the first extension. Extensions must be set forth in writing and signed by authorized representatives of both parties. The party requesting the extension must deliver a request for extension at least sixty (60) days before the Contract Term is scheduled to end.

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

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

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

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

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

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

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

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

Tualatin Valley Workshop, Inc.  
Sustainable Cleaning Systems  
Attn: Allen Bethel  
9933 SE Pine Street  
Portland, OR 97216

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Indemnification.**

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

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

## **13. Liability Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

**16. Nondiscrimination.**

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

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

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

**18. Payment.**

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

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

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

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

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

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

**20. Default.**

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

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

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

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

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

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

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

**CITY:**

**CONTRACTOR:**

**CITY OF ST. HELENS**

**TUALATIN VALLEY WORKSHOP, INC**

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

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

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

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

City Attorney

**ATTACHMENT A  
JANITORIAL SERVICE SPECIFICATIONS**

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**CITY HALL – Downstairs  
265 The Strand**

**Three (3) times per week; Monday, Wednesday and Friday:**

1. Gather all garbage in kitchen, break rooms and bathrooms and place in dumpster
2. Disinfect toilets, toilet seats, and urinals.
3. Clean and disinfect restroom fixtures and handles including door handles.
4. Clean and refill all restroom dispensers, as needed from stock.
5. Sweep vinyl floor surfaces in restrooms.
6. Wet mop with disinfectant vinyl floor surfaces.
7. Clean entrance ways, lobby, and entrance mats.
8. Spot vacuum carpeted areas.
9. Disinfect all door knobs and handles.
10. Leave only designated night lights on.
11. Check and lock windows and doors upon completion of work.

**Two (2) times per week; Wednesday & Friday:**

1. Gather all garbage in approved garbage containers and place in dumpster for disposal.
2. Dust counters, file cabinets, and sanitize telephones.
3. Vacuum clean all carpeted areas.
4. Sweep all vinyl floor surfaces other than restrooms which are done three times a week.
5. Wash drinking fountain.

**One (1) time per week; Monday:**

1. Remove fingerprints and soil spots from woodwork and walls.
2. Wash and disinfect restroom walls, partitions, doors, and wainscoting.
3. Clean restroom mirrors.
4. Sweep walks at all building entrances.

**One (1) time per month:**

1. Clean, wax, and polish all vinyl floors.
2. Dust mini-blinds and window sills.
3. Wash all entrance doors and side glass, as well as glass interior windows in administrator's office.
4. Vacuum and/or wash A/C grills.
5. Spot clean carpets.
6. Clean surfaces in kitchen and interior and exterior of refrigerator and microwave.

**Four (4) times per year:**

1. Deep clean carpet.

**One (1) time per year:**

1. Clean interior and exterior surfaces of windows on lower floor.
2. Strip wax from vinyl floors and re-wax.

**ATTACHMENT A  
JANITORIAL SERVICE SPECIFICATIONS**

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**CITY HALL – Upstairs  
265 The Strand**

**Three (3) times per week; Monday, Wednesday & Friday:**

1. Gather all garbage in kitchen, break rooms and bathroom and place in dumpster.
2. Disinfect toilets, toilet seats, and urinals.
3. Clean and disinfect restroom fixtures and handles including door handles.
4. Clean and refill all restroom dispensers, as needed from stock.
5. Sweep vinyl floor surfaces in restrooms.
6. Wet mop with disinfectant vinyl floor surfaces.
7. Clean and wet mop stairs and disinfect hand rail.
8. Spot vacuum carpeted areas.
9. Disinfect all door knobs and handles.
10. Leave only designated night lights on.
11. Check and lock windows and doors upon completion of work.

**Two (2) times per week; Wednesday & Friday:**

1. Gather all other garbage in approved garbage containers and place in dumpster for disposal.
2. Dust counters, file cabinets and sanitize telephones.
3. Vacuum clean all carpeted areas.
4. Sweep all vinyl floor surfaces other than restrooms which are done three times a week.

**One (1) time per week; Monday:**

1. Wash and disinfect restroom walls, partitions, doors, and wainscoting.
2. Clean restroom mirrors.

**One (1) time per month:**

1. Clean, wax, and polish all vinyl floors.
2. Dust mini-blinds and window sills.
3. Wash all interior entrance doors and side glass.
4. Vacuum and/or wash A/C grills.
5. Spot clean carpets.

**Four (4) times per year:**

1. Deep clean carpet.

**One (1) time per year:**

1. Clean interior and exterior surfaces of windows on upper floor.
2. Strip wax from vinyl floors and re-wax.

**ATTACHMENT A**  
**JANITORIAL SERVICE SPECIFICATIONS**

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**ANNEX**  
**275 The Strand**

**Three (3) times per week; Monday, Wednesday & Friday:**

1. Gather all garbage in kitchen, break rooms and bathrooms and place in dumpster.
2. Disinfect toilets, toilet seats, and urinals.
3. Clean and disinfect restroom fixtures and handles including door handles.
4. Clean and refill all restroom dispensers, as needed from stock.
5. Sweep vinyl floor surfaces in restrooms.
6. Wet mop with disinfectant vinyl floor surfaces.
7. Clean entrance ways, lobby, and entrance mats.
8. Spot vacuum carpeted areas.
9. Disinfect all door knobs and handles.
10. Leave only designated night lights on.
11. Check and lock windows and doors upon completion of work.

**Two (2) times per week; Wednesday & Friday:**

1. Gather all other garbage in approved garbage containers and place in dumpster for disposal.
2. Dust counters, file cabinets, and sanitize telephones.
3. Vacuum clean all carpeted areas.
4. Sweep all vinyl floor surfaces other than restrooms which are done three times a week.
5. Wash drinking fountain.

**One (1) time per week; Monday:**

1. Remove fingerprints and soil spots from woodwork and walls.
2. Wash and disinfect restroom walls, partitions, doors, and wainscoting.
3. Clean restroom mirrors.
4. Sweep walks at all building entrances.

**One (1) time per month:**

1. Clean, wax, and polish all vinyl floors.
2. Dust mini-blinds and window sills.
3. Wash all entrance doors and side glass.
4. Vacuum and/or wash A/C grills.
5. Spot clean carpets.

**Four (4) times per year:**

1. Deep clean carpet.

**One (1) time per year:**

1. Clean interior and exterior of windows on lower floor.
2. Strip wax from vinyl floors and re-wax.

**ATTACHMENT A**  
**JANITORIAL SERVICE SPECIFICATIONS**

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**COLUMBIA CENTER – Common Areas\***  
**375 South 18<sup>th</sup> Street**

**Daily:**

1. Clean and disinfect restroom fixtures and handles.
2. Clean and disinfect toilets, toilet seats and urinals.
3. Disinfect all door knobs and handles in restrooms and common areas.
4. Clean and refill all restroom dispensers, as needed from stock.
5. Wet mop with disinfectant vinyl floor surfaces.
6. Wash drinking fountain.
7. Leave only designated night lights on.
8. Check and lock windows and doors upon completion of work.

**Two (2) times per week:**

1. Vacuum clean all carpeted areas.
2. Clean restroom mirrors.
3. Disinfect all door knobs and handles.
4. Gather all waste paper and place in dumpster for disposal.

**One (1) time per month:**

1. Wash all entrance doors and side glass including Armstrong Room, auditorium and Library.
2. Spot clean carpets.
3. Remove fingerprints and soil spots from woodwork and walls.
4. Dust/clean blinds and window sills.

**Four (4) times per year:**

1. Vacuum and/or wash A/C grills.
2. Dust/clean light fixtures.
3. Clean, wax, and polish restroom floors.

**Two (2) times per year:**

1. Clean interior and exterior of glass windows inside and outside.
2. Strip wax from vinyl floors and re-wax.
3. Deep clean carpets.

\*Common areas include hallway, auditorium, Armstrong Room, and restrooms.

**ATTACHMENT A  
JANITORIAL SERVICE SPECIFICATIONS**

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**COLUMBIA CENTER – Learning Center  
375 South 18<sup>th</sup> Street**

**Applies anytime the Learning Center is accessed:**

1. Leave only designated night lights on.
2. Check and lock windows and doors upon completion of work.

**One (1) time per month:**

1. Gather all waste paper and place in dumpster for disposal.
2. Vacuum clean first main room and small room with windows that face the lobby.

**One (1) time per year:**

1. Dust desks, chairs, tables, bookshelves, and other furniture.
2. Remove fingerprints and soil spots from woodwork and walls.
3. Dust/clean blinds and window sills.
4. Vacuum and/or wash A/C grills.
5. Deep clean carpets in first main room.
6. Dust/clean light fixtures.
7. Clean interior and exterior of glass windows inside and outside.
8. Vacuum all rooms (other than main room).

**ATTACHMENT A  
JANITORIAL SERVICE SPECIFICATIONS**

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**COLUMBIA CENTER – Library  
375 South 18<sup>th</sup> Street**

**Daily:**

1. Leave only designated night lights on.
2. Check and lock windows and doors upon completion of work.
3. Clean and disinfect restroom fixtures and handles in Children's Room bathroom.
4. Clean and disinfect toilet and toilet seat in Children's Room bathroom.
5. Clean and refill restroom dispenser, as need from stock in Children's Room bathroom.
6. Clean restroom mirror in Children's Room bathroom.
7. Disinfect restroom door handle in Children's Room bathroom.
8. Wet mop with disinfectant vinyl floors in Children's Room bathroom.

**Two (2) times per week:**

1. Vacuum clean all carpeted areas.
2. Clean and disinfect from counter and computer keyboards.
3. Disinfect all door knobs, handles and telephones.
4. Gather all waste paper and place in dumpster for disposal.

**One (1) time per month:**

1. Spot clean carpets.
2. Remove fingerprints and soil spots from woodwork and walls.
3. Dust/clean blinds and window sills.

**Four (4) times per year:**

1. Vacuum and/or wash A/C grills.
2. Dust/clean light fixtures.
3. Clean, wax and polish Children's Room bathroom floors.

**Two (2) times per year:**

1. Clean interior and exterior of glass windows inside and outside.
2. Strip wax from vinyl floors and re-wax.
3. Deep clean carpets.

**ATTACHMENT A  
JANITORIAL SERVICE SPECIFICATIONS**

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**POLICE STATION  
150 South 13<sup>th</sup> Street**

**Five (5) times per week; Monday thru Friday:**

1. Gather all waste paper including garage containers, and place for disposal.
2. Vacuum clean all carpeted areas.
3. Dust counters and file cabinets, including Squad Room and disinfect telephones.
4. Disinfect restroom fixtures and handles.
5. Clean and refill all restroom dispensers, as needed from stock.
6. Spot wash all walls, partitions, and doors.
7. Disinfect restroom walls, partitions, doors and handles.
8. Disinfect lobby countertop.
9. Clean restroom mirrors.
10. Wipe clean kitchen countertops and fixtures.
11. Wet mop vinyl floor surfaces.
12. Disinfect toilets, toilet seats, and urinals.
13. Wash drinking fountain.

**One (1) time per week:**

1. Wipe clean interior and exterior of microwave.
2. Wash interior and exterior of front entrance windows and lobby windows.
3. Wash interior door and partition glass.
4. Clean interior and exterior of kitchen refrigerator.
5. Replace fluorescent light tubes, as needed.

**One (1) time per month:**

1. Vacuum and/or wash A/C grills.
2. Clean, wax, and polish all tile floors.
3. Dust high partition ledges and moldings.
4. Remove fingerprints and soil spots from woodwork and walls.

**Four (4) times per year:**

1. Deep clean carpets.
2. Dust/clean light fixtures.

**Two (2) times per year:**

1. Clean interior and exterior surfaces of windows.
2. Strip wax from vinyl floors and re-wax.

NOTE: For the detectives' room; dump trash only, and only if the door is open.  
Service anytime except thirty minutes before or thirty minutes after 6:00 AM; 2:00 PM  
and 10:00 PM so as not to interfere with daily shift change activity.

## JANITORIAL SERVICE SPECIFICATIONS

### NOTES

The following notes will apply:

- A. Contractor will provide services per the Janitorial Service Specifications (Attachment A).
- B. Contractor will provide janitorial supplies except paper goods and hand soap.
- C. Contractor will provide all janitorial equipment.
- D. Contractor will provide and maintain required MSDS, OSHA documentation and blood borne pathogen documentation and provide training for staff and anyone working at the sites that might be using cleaning products provided by Contractor.
- E. Except for the Police Department, service will begin after 5:00 PM and finish before 8:00 AM so as to not interfere with daily work activity.
- F. Contractor will complete a security clearance background check and provide documentation to the City for themselves and all employees who will work at the sites listed in (Attachment A). The City Police Department will do an additional background check. The Contractor or its employees will not be allowed in any building listed in Attachment A until the outcome of both background checks are received and reviewed by the City. The City reserves the right to prohibit entrance into its buildings.
- G. The contractor will provide emergency services at a rate not to exceed \$25.00 an hour.

Contractor may receive, upon successful City Administrator's review, an opportunity to renew on an annual basis the Materials and Services Contract for up to 5 years when mutually agreed by 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
<b>General Liability</b>	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			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
<b>Professional Liability</b>	Per occurrence	\$500,000 or per contract	NO
	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.

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

Location	Primary Cleaning	Hard Floors	Carpets	Monthly Totals	Annual Totals
City Hall	\$1,314.92	\$87.46	\$213.84	\$1,616.22	\$19,394.64
Police Station	\$472.93	\$83.91	\$13.53	\$570.37	\$6,844.44
Columbia Center	\$1,323.60	\$60.92	\$87.64	\$1,472.16	\$17,665.92
<b>TOTALS</b>				\$3,658.75	\$43,905.00

## EXTENSION OF CONCESSION AGREEMENT

This Extension is made on \_\_\_\_\_, 2017, between City of St. Helens, an Oregon municipal corporation (“St. Helens”), and **World Wide-ATM LLC** (“World Wide”).

### RECITALS

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

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

**C. WHEREAS**, on May 1, 2014, Agreement was extended to June 30, 2015 and on June 18, 2015, Agreement was extended to June 30, 2016 and on August 1, 2016, Agreement was extended to June 30, 2017; and

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

### AGREEMENT

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

**1.** The termination date of the agreement signed on or about July 2, 2013, shall be amended to reflect a **termination date of June 30, 2018**, unless earlier terminated according to the terms of the Agreement.

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

**ST. HELENS:**

**WORLD WIDE:**

**CITY OF ST. HELENS**, an Oregon  
municipal corporation

**WORLD WIDE-ATM LLC**

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

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

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

**OLCC LICENSES**

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

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2017 NEW

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*A copy of the OLCC application documents submitted for the business listed below was emailed to the Police Department for review. No adverse response was received.*

<b><u>Business Name</u></b>	<b><u>Applicant Name</u></b>	<b><u>Location</u></b>	<b><u>Purpose</u></b>
• The Roof	St. Helens Roof Top Eatery, LLC	31 Cowlitz Street	New Business