



City of St. Helens COUNCIL AGENDA

Wednesday, October 4, 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 FORUM: Potential Sweetened Beverage Tax**
2. **7:00PM - CALL REGULAR SESSION TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **VISITOR COMMENTS – Limited to five (5) minutes per speaker**
5. **ORDINANCES – Final Reading**
 - A. **Ordinance No. 3218:** An Ordinance Amending St. Helens Municipal Code Chapters 15.04 and 15.20 Relating to Oregon State Building Codes and the Code for Abatement of Dangerous Buildings
 - B. **Ordinance No. 3219:** An Ordinance Relating to the Universal Fee Schedule and Parking Fines, Amending St. Helens Municipal Code Sections 2.32.030, 3.16.020, 5.08.140, 10.04.240, 12.32.030, 15.08.100, and 10.04.380
6. **ORDINANCES – First Reading**
 - A. **Ordinance No. 3220:** An Ordinance to Amend the City of St. Helens Comprehensive Plan Map for Certain Property from the Light Industrial (LI) Designation to the General Residential (GR) Designation and the Zoning District Map from the Light Industrial (LI) Zone to the Apartment Residential (AR) Zone
7. **AWARD CONTRACT FOR OLD PORTLAND ROAD BRIDGE BARRIER REPAIR PROJECT TO SEMLING CONSTRUCTION, INC. FOR \$6,250**
8. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
 - A. Contract with Semling Construction for Old Portland Road Bridge Barrier Repair Project
 - B. Contract Payments
9. **CONSENT AGENDA FOR ACCEPTANCE**
 - A. Library Board Minutes dated August 22, 2017
10. **CONSENT AGENDA FOR APPROVAL**
 - A. Street Closure Request
 - B. Accounts Payable Bill List
11. **MAYOR SCHOLL REPORTS**
12. **COUNCIL MEMBER REPORTS**
13. **DEPARTMENT REPORTS**
14. **ADJOURN**



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City of St. Helens
ORDINANCE NO. 3218

**AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE CHAPTERS
15.04 AND 15.20 RELATING TO OREGON STATE BUILDING CODES
AND THE CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS**

WHEREAS, Chapters 15.04 and 15.20 are in need to updating to reflect current state law and best practices in building and abatement of dangerous buildings

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

Section 1. SHMC 15.04.110 is hereby amended to read as follows (additions underlined; deletions ~~stricken~~):

15.04.110 Structural Code.

(1) Enforcement of State Code. The ~~2007~~ currently adopted Oregon Structural Specialty Code, as amended, as adopted by OAR 918-460-0010 through 918-460-0016, except as modified in this chapter, is enforced as part of this code. The following ~~appendix is~~ appendices are specifically adopted: ~~Appendix~~Appendices J, and F. The following appendices are excluded from this adoption: Appendices A, B, D, E, ~~F~~, G, H, I and K.

(2) Excavation and Grading/Erosion Control. Appendix ~~Chapter 33 J~~ Chapter 33 J of the ~~2007~~ currently adopted Oregon Structural Specialty Code, as adopted above, govern excavation and grading/erosion control. ~~In addition, the Fee Tables 33-A and 33-B from the 1997 Uniform Building Code Appendix Chapter 33 from The fees set forth in the currently adopted St Helens Fee Schedule are adopted and enforced as part of this code shall apply.~~ All references to Figure ~~J108.1~~ 1808.7.1 entitled "Foundation Clearance From Slopes," in the ~~2004~~ currently adopted Oregon Structural Specialty Code and shall refer to Figure R403.1.9.1, entitled "Foundation Clearance From Slopes," of the ~~2005~~ currently adopted Oregon Residential Specialty Code are adopted and enforced as part of this code.

Section 2. SHMC 15.04.120 is hereby amended to read as follows (additions underlined; deletions ~~stricken~~):

15.04.120 Mechanical code.

(1) Enforcement of State Rules. The ~~2007 Edition~~ currently adopted edition of the Oregon Mechanical Specialty Code, as adopted by OAR 918-440-0010 through 918-440-0015, except as modified in this chapter, is adopted and enforced as part of this code.

Section 3. SHMC 15.04.130 is hereby amended to read as follows (additions underlined; deletions ~~stricken~~):

15.04.130 Plumbing code.

(1) Enforcement of State Code. The ~~2008~~ currently adopted Oregon Plumbing Specialty Code, as adopted by OAR 918-750-0010 through 918-750-0190, except as modified in this chapter, is enforced as part of this code.

Section 4. SHMC 15.04.140 is hereby amended to read as follows (additions underlined; deletions ~~stricken~~):

15.04.140 Electrical code.

(1) Enforcement of State Code. The currently adopted edition of the Oregon Electrical Specialty Code, ~~2008 Edition~~, as adopted by OAR 918-305-0000 through 918-305-0700, except as modified in this chapter, is enforced as part of this code.

Section 5. SHMC 15.04.150 is hereby amended to read as follows (additions underlined; deletions ~~stricken~~):

15.04.150 One- and two-family dwelling code.

(1) Enforcement of State Code. The ~~2008~~ currently adopted Oregon Residential Specialty Code, as adopted by OAR 918-480-0005 through 918-480-0130, including Mechanical and Structural Sections and all appendices, except as modified in this chapter, are enforced as part of this code.

(2) Notwithstanding R602 (Wall Construction) of the above-referenced Residential Specialty Code, the upper limit of the moisture content of lumber shall not exceed 19 percent as recognized in the AF&PA's NDS.

Section 6. SHMC 15.04.160 is hereby amended to read as follows (additions underlined; deletions ~~stricken~~):

15.04.160 Manufactured dwelling code.

(1) Parks.

(a) Enforcement of State Rules. The ~~2002 Edition~~ currently adopted edition of the Oregon Manufactured Dwelling and Park Specialty Code, as adopted by OAR 918-600-0005 through 918-600-0030, except as modified in this chapter, is adopted and enforced as part of this code.

(2) Manufactured Home Installations.

(a) Enforcement of State Rules. The current edition of the Oregon Manufactured Dwelling Installation Specialty Code Rules, adopted by OAR 918-500-0005 through 918-500-0470, 918-525-0005 through 918-525-0520, and 918-530-0005 through 918-530-0340, except as modified in this chapter, is adopted and enforced as part of this code.

Section 7. SHMC 15.04.180 is hereby amended to read as follows (additions underlined; deletions ~~stricken~~):

15.04.180 Dangerous buildings code.

(1) Unsafe Buildings.

(a) All buildings or structures regulated by this code which are structurally unsafe, fail to provide adequate means of egress, constitute a fire hazard, or are otherwise dangerous to human life are, for the purpose of this section, unsafe. Any use of buildings or structures constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is, for the purpose of this section, an unsafe use. Parapet walls, cornices, spires, towers, tanks, statuary and other appendages or structural members which are supported by, attached to, or a part of a building and which are in deteriorated condition or otherwise unable to sustain the design loads which are specified in this code are hereby designated as unsafe building appendages.

(b) All such unsafe buildings, structures or appendages are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures set forth in the Dangerous Buildings Code or such alternate procedures as may have been or as may be adopted by this jurisdiction. As an alternative, the building official, or another employee or official of the city of St. Helens as designated by the governing body, may institute any other appropriate action to prevent, restrain, correct or abate the violation.

(2) Adoption of Uniform Code for the Abatement of Dangerous Buildings. The currently adopted edition of the International Existing Building Code ~~1997 ICBO Uniform Code for the Abatement of Dangerous Buildings~~ is hereby adopted and will be enforced as part of this code. References to the currently adopted edition of the International Existing Building Code ~~Uniform Building Code in the Uniform Code for the Abatement of Dangerous Buildings~~, Chapter 15.20 SHMC, shall be to the corresponding sections in the applicable adopted specialty code, including but not limited to the Oregon Structural Specialty Code and the International Existing Building Code.

Section 8. SHMC Chapter 15.20 is hereby amended to read as follows (additions underlined; deletions ~~stricken~~):

Chapter 15.20

~~UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS~~

Sections:

15.20.010 ~~1997 Uniform Code for the Abatement of Dangerous Buildings~~ Currently adopted edition of the International Existing Building Code.

~~15.20.010 1997 Uniform Code for the Abatement of Dangerous Buildings~~ Currently adopted edition of the International Existing Building Code.

(1) Preface. The provisions of this code were developed to afford jurisdictions reasonable procedures for the classification and abatement of dangerous buildings.

This code is designed to be compatible with the ~~Uniform~~ International Existing Building Code and the ~~Uniform Housing Code~~. While the housing code is applicable only to residential buildings, the ~~Uniform Code for the Abatement of Dangerous~~ International Existing Buildings Code is designed to apply to all types of buildings and structures. The notices, orders and appeals procedures specified have been found to be workable and are referenced by the Uniform Building Code.

If properly followed, the provisions of this code will provide the building official with the proper legal steps in abating dilapidated, defective buildings which endanger life, health property and public safety within concepts of fair play and justice.

(2) ~~Uniform~~ Code for the Abatement of Dangerous Buildings.

Chapter 1

TITLE AND SCOPE

SECTION 101 — TITLE

These regulations shall be known as the ~~Uniform~~ Code for the Abatement of Dangerous Buildings, may be cited as such, and will be referred to herein as "this code."

SECTION 102 — PURPOSE AND SCOPE

102.1 Purpose. It is the purpose of this code to provide a just, equitable and practicable method, to be cumulative with and in addition to any other remedy provided by the Building Code, Housing Code or otherwise available by law, whereby buildings or structures which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished.

The purpose of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

102.2 Scope. The provisions of this code shall apply to all dangerous buildings, as herein defined, which are now in existence or which may hereafter become dangerous in this jurisdiction.

SECTION 103 — ALTERATIONS, ADDITIONS AND REPAIRS

All buildings or structures which are required to be repaired under the provisions of this code shall be subject to the provisions of ~~Section 3403~~ of the currently adopted edition of the International Existing Building Code.

Chapter 2

ENFORCEMENT

SECTION 201 — GENERAL

201.1 Administration. The building official is hereby authorized to enforce the provisions of this code.

The building official shall have the power to render interpretations of this code and to adopt and enforce rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this code.

201.2 Inspections. The health officer, the fire marshal and the building official are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this code.

201.3 Right of Entry. When it is necessary to make an inspection to enforce the provisions of this code, or when the building official or the building official's authorized representative has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this code which makes the building or premises unsafe, dangerous or hazardous, the building official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the building official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

"Authorized representative" shall include the officers named in Section 201.2 and their authorized inspection personnel.

SECTION 202 — ABATEMENT OF DANGEROUS BUILDINGS

All buildings or portions thereof which are determined after inspection by the building official to be dangerous as defined in this code are hereby declared to be public

nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Section 401 of this code.

SECTION 203 — VIOLATIONS

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

SECTION 204 — INSPECTION OF WORK

All buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the building official in accordance with and in the manner provided by this code and Sections ~~108~~ 110 and 1701 of the Building currently adopted edition of the Oregon Structural Specialty Code and Section R109 of the currently adopted edition of the Oregon Residential Specialty Code.

SECTION 205 — BOARD OF APPEALS

205.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of this code, there shall be and is hereby created a board of appeals consisting of members who are qualified by experience and training to pass upon matters pertaining to building construction and who are not employees of the jurisdiction. The building official shall be an ex officio member and shall act as secretary to said board but shall have no vote upon any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the building official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this code. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them freely accessible to the public.

205.2 Limitations of Authority. The board of appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

Chapter 3

DEFINITIONS

SECTION 301 — GENERAL

For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Building Code or

the Housing Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third New International Dictionary of the English Language, Unabridged, copyright 1986, shall be construed as providing ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

BUILDING CODE is the currently adopted edition of the International Existing Uniform Building Code ~~promulgated by the International Conference of Building Officials~~, as adopted by this jurisdiction.

DANGEROUS BUILDING is any building or structure deemed to be dangerous under the provisions of Section 302 of this code.

HOUSING CODE is the currently adopted edition of the International Existing Building Uniform Housing Code ~~promulgated by the International Conference of Building Officials~~, as adopted by this jurisdiction.

SECTION 302 — DANGEROUS BUILDING

For the purpose of this code any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered.

1. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.
2. Whenever the walking surface of any aisle, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.
3. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.
4. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.
5. Whenever any portion or member or appurtenance thereof likely to fail, or to become detached or dislodged, or to collapse and hereby injure persons or damage property.
6. Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored,

attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the work stresses permitted in the Building Code for such buildings.

7. Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.

8. Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

9. Whenever, for any reason, the building or structure, or portion thereof, is manifestly unsafe for the purpose for which it is being used.

10. Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.

11. Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

14. Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire resistant construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to common law or in equity jurisprudence.

18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

Chapter 4

NOTICES AND ORDERS OF BUILDING OFFICIAL

SECTION 401 — GENERAL

401.1 Commencement of Proceedings. When the building official has inspected or caused to be inspected any building and has found and determined that such building is dangerous building, the building official shall commence proceedings to cause the repair, vacation or demolition of the building.

401.2 Notice and Order. The building official shall issue a notice and order directed to the record owner of the building. The notice and order shall contain:

1. The street address and a legal description sufficient for identification of the premises upon which the building is located.
2. A statement that the building official has found the building to be dangerous with a brief and concise description of the conditions found to render the building dangerous under the provisions of Section 302 of this code.
3. A statement of the action required to be taken as determined by the building official.

3.1 If the building official has determined that the building or structure must be repaired, the order shall require that all required permits be secured therefor and the work physically commenced within such time (not to exceed 60 days from the date of the order) and completed within such time as the building official shall determine is reasonable under all of the circumstances.

3.2 If the building official has determined that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a time certain from the date of the order as determined by the building official to be reasonable.

3.3 If the building official has determined that the building or structure must be demolished, the order shall require that the building be vacated within such time as the building official shall determine is reasonable (not to exceed 60 days from the date of the order); that all required permits be secured therefor within 60 days from the date of the order; and that the demolition be completed within such time as the building official shall determine is reasonable.

4. Statements advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the building official (i) will order the building vacated and posted to prevent further occupancy until the work is completed, and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owner.

5. Statements advising (i) that any person having any record title or legal interest in the building may appeal from the notice and order or any action of the building official to the board of appeals, provided the appeal is made in writing as provided in this code and filed with the building official within 30 days from the date of service of such notice and order; and (ii) that failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.

401.3 Service of Notice and Order. The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner and posted on the property; and one copy thereof shall be served on each of the following if known to the building official or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance of record; the owner or holder of any lease of record; and the holder of any other estate or legal interest of record in or to the building or the land on which it is located. The failure of the building official to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed by the provisions of this section.

401.4 Method of Service. Service of the notice and order shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, to each such person at their address as it appears on the last equalized assessment roll of the county or as known to the building official. If no address of any such person so appears or is known to the building official, then a copy of the notice and order shall be so mailed, addressed to such person, at the address of the building involved in the proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified mail in the manner herein provided shall be effective on the date of mailing.

401.5 Proof of Service. Proof of service of the notice and order shall be certified to at the time of service by a written declaration under penalty of perjury executed by the persons effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt card returned in acknowledgment of receipt by certified mail shall be affixed to the copy of the notice and order retained by the building official.

SECTION 402 — RECORDATION OF NOTICE AND ORDER

If compliance is not had with the order within the time specified therein, and no appeal has been properly and timely filed, the building official shall file in the office of the county recorder a certificate describing the property and certifying (i) that the building is a dangerous building and (ii) that the owner has been so notified. Whenever the corrections ordered shall thereafter have been completed or the building demolished so that it no longer exists as a dangerous building on the property described in the certificate, the building official shall file a new certificate with the county recorder certifying that the building has been demolished or all required corrections have been made so that the building is no longer dangerous, whichever is appropriate.

SECTION 403 — REPAIR, VACATION AND DEMOLITION

The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation or demolition or any dangerous building or structure:

1. Any building declared a dangerous building under this code shall be made to comply with one of the following:
 - 1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or
 - 1.2 The building shall be demolished at the option of the building owner; or
 - 1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.
2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or its occupants, it shall be ordered to be vacated.

SECTION 404 — NOTICE TO VACATE

404.1 Posting. Every notice to vacate shall, in addition to being served as provided in Section 401.3, be posted at or upon each exit of the building and shall be in substantially the following form:

DO NOT ENTER

UNSAFE TO OCCUPY

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official

.....of.....

404.2 Compliance. Whenever such notice is posted, the building official shall include a notification thereof in the notice and order issued under Section 401.2, reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain or enter any building which has been so posted, except that entry may be made to repair, demolish, or remove such building under permit. No person shall remove or deface any such notice after it is posted until the required repairs, demolition or removal have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

Chapter 5

APPEAL

501.1 Form of Appeal. Any person entitled to service under Section 401.3 may appeal from any notice and order or any action of the building official under this code by filing at the office of the building official a written appeal containing:

1. A heading in the words: "Before the board of appeals of the of"
2. A caption reading: "Appeal of, " giving the names of all appellants participating in the appeal.
3. A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order.
4. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant.
5. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.
6. The signatures of all parties named as appellants and their official mailing addresses.
7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

The appeal shall be filed within 30 days from the date of the service of such order or action of the building official; provided, however, that if the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety

of the public or adjacent property and is ordered vacated and is posted in accordance with Section 404, such appeal shall be filed within 10 days from the date of the service of the notice and order of the building official.

501.2 Processing of Appeal. Upon receipt of any appeal filed pursuant to this section, the building official shall present it at the next regular or special meeting of the board of appeals.

501.3 Scheduling and Noticing Appeal for Hearing. As soon as practicable after receiving the written appeal, the board of appeals shall fix a date, time and place for the hearing of the appeal by the board. Such date shall not be less than 10 days nor more than 60 days from the date the appeal was filed with the building official. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by the secretary of the board either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address shown on the appeal.

SECTION 502 — EFFECT OF FAILURE TO APPEAL

Failure of any person to file an appeal in accordance with the provisions of Section 501 shall constitute a waiver of the right to an administrative hearing and adjudication of the notice and order or any portion thereof.

SECTION 503 — SCOPE OF HEARING ON APPEAL

Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.

SECTION 504 — STAYING OF ORDER UNDER APPEAL

Except for vacation orders made pursuant to Section 404, enforcement of any notice and order of the building official issued under this code shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

Chapter 6

PROCEDURES FOR CONDUCT OF HEARING APPEALS

SECTION 601 — GENERAL

601.1 Hearing Examiners. The board may appoint one or more hearing examiners or designate one or more of its members to serve as hearing examiners to conduct the hearings. The examiner hearing the case shall exercise all powers relating to the conduct of hearings until it is submitted to the board for decision.

601.2 Record. A record of the entire proceedings shall be made by tape recording or by any other means of permanent recording determined to be appropriate by the board.

601.3 Reporting. The proceedings at the hearing shall also be reported by a phonographic reporter if requested by any party thereto. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefor. Such fees may be established by the board, but shall in no event be greater than the cost involved.

601.4 Continuances. The board may grant continuances for good cause shown; however, when a hearing examiner has been assigned to such hearing, no continuances may be granted except by the examiner for good cause shown so long as the matter remains before the examiner.

601.5 Oaths – Certification. In any proceedings under this chapter, the board, any board member, or the hearing examiner has the power to administer oaths and affirmations and to certify to official acts.

601.6 Reasonable Dispatch. The board and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.

SECTION 602 — FORM OF NOTICE OF HEARING

The notice to appellant shall be substantially in the following form, but may include other information:

"You are hereby notified that a hearing will be held before (the board of appeals or name of hearing examiner) at.....on the day of, 2....., at the hour, upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by filing an affidavit therefor with (board of appeals or name of hearing examiner)."

SECTION 603 — SUBPOENAS

603.1 Filing of Affidavit. The board or examiner may obtain the issuance and service of a subpoena for the attendance of witnesses or the production of other evidence at a hearing upon the request of a member of the board or upon the written demand of any party. The issuance and service of such subpoena shall be obtained upon the filing of an affidavit therefor which states the name and address of the proposed witness; specifies the exact things sought to be produced and the materiality thereof in detail to the issues involved; and states that the witness has the desired things in possession or under control. A subpoena need not be issued when the affidavit is defective in any particular.

603.2 Cases Referred to Examiner. In cases where a hearing is referred to an examiner, all subpoenas shall be obtained through the examiner.

603.3 Penalties. Any person who refuses without lawful excuse to attend any hearing or to produce material evidence which the person possesses or controls as required by any subpoena served upon such person as provided for herein shall be guilty of a misdemeanor.

SECTION 604 — CONDUCT OF HEARING

604.1 Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

604.2 Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

604.3 Hearsay Evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state.

604.4 Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.

604.5 Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

604.6 Rights of Parties. Each party shall have these rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called the witness to testify;
5. To rebut the evidence; and
6. To be represented by anyone who is lawfully permitted to do so.

604.7 Official Notice.

604.7.1 What may be noticed. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or of official records of the board or departments and ordinances of the city or rules and regulations of the board.

604.7.2 Parties to be notified. Parties present at the hearing informed of the matters to be noticed, and these matters noted in the record, referred to therein, or appended thereto.

Chapter 7

ENFORCEMENT OF THE ORDER OF THE BUILDING OFFICIAL OR THE BOARD OF APPEALS

SECTION 701 — COMPLIANCE

701.1 General. After any order of the building official or the board of appeals made pursuant to this code shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a misdemeanor.

701.2 Failure to Obey Order. If, after any order of the building official or board of appeals made pursuant to this code has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the building official may (i) cause such person to be prosecuted under Section 701.1 or (ii) institute any appropriate action to abate such building as a public nuisance.

701.3 Failure to Commence Work. Whenever the required repair or demolition is not commenced within 30 days after any final notice and order issued under this code becomes effective:

1. The building official shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

DANGEROUS BUILDING

DO NOT OCCUPY

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official

.....of.....

2. No person shall occupy any building which has been posted as specified in this section. No person shall remove or deface any such notice so posted until the repairs, demolition or removal ordered by the building official have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

3. The building official may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building dangerous as set forth in the notice and order; or, if the notice and order required demolition, to cause the building to be sold and demolished or demolished and the materials, rubble and debris therefrom removed and the lot cleaned. Any such

repair or demolition work shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided in this code. Any surplus realized from the sale of any such building, or from the demolition thereof, over and above the cost of demolition and of cleaning the lot, shall be paid over to the person or persons lawfully entitled thereto.

SECTION 702 — EXTENSION OF TIME TO PERFORM WORK

Upon receipt of an application from the person required to conform to the order and by agreement of such person to comply with the order if allowed additional time, the building official may grant an extension of time, not to exceed an additional 120 days, within which to complete said repair, rehabilitation or demolition, if the building official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The building official's authority to extend time is limited to the physical repair, rehabilitation or demolition of the premises and will not in any way affect the time to appeal the notice and order.

SECTION 703 — INTERFERENCE WITH REPAIR OR DEMOLITION WORK PROHIBITED

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of this jurisdiction or with any person who owns or holds any estate or interest in any building which has been ordered repaired, vacated or demolished under the provisions of this code; or with any person to whom such building has been lawfully sold pursuant to the provisions of this code, whenever such officer, employee, contractor or authorized representative of this jurisdiction, person having an interest or estate in such building or structure, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing any such building, pursuant to the provisions of this code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this code.

Chapter 8

PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

SECTION 801 — GENERAL

801.1 Procedure. When any work of repair or demolition is to be done pursuant to Section 701.3, Item 3, of this code, the building official shall, issue an order therefor to the director of public works and the work shall be accomplished by personnel of this jurisdiction or by private contract under the direction of said director. Plans and specifications therefor may be prepared by said director, or the director may employ such architectural and engineering assistance on a contract basis as deemed reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be followed.

801.2 Costs. The cost of such work shall be paid from the repair and demolition fund, and may be made a special assessment against the property involved, or may be made

a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

SECTION 802 — REPAIR AND DEMOLITION FUND

802.1 General. The legislative body of this jurisdiction shall establish a special revolving fund to be designated as the repair and demolition fund. Payments shall be made out of said fund upon the demand of the director of public works to defray the costs and expenses which may be incurred by this jurisdiction in doing or causing to be done the necessary work of repair or demolition of dangerous buildings.

802.2 Maintenance of Fund. The legislative body may at any time transfer to the repair and demolition fund, out of any money in the general fund of this jurisdiction, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so transferred shall be deemed a loan to the repair and demolition fund and shall be repaid out of the proceeds of the collections hereinafter provided for. All funds collected under the proceedings hereinafter provided for shall be paid to the treasurer of this jurisdiction who shall credit the same to the repair and demolition fund.

Chapter 9

RECOVERY OF COST OF REPAIR OR DEMOLITION

SECTION 901 — ACCOUNT OF EXPENSE, FILING OF REPORT

The director of public works shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of Section 701.3, Item 3, of this code. Upon the completion of the work of repair or demolition, said director shall prepare and file with the clerk of this jurisdiction a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to Section 401.3.

SECTION 902 — NOTICE OF HEARING

Upon receipt of said report, the clerk of this jurisdiction shall present it to the legislative body of this jurisdiction for consideration. The legislative body of this jurisdiction shall fix a time, date and place for hearing said report and any protests or objections thereto. The clerk of this jurisdiction shall cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation in this jurisdiction, and served by certified mail, postage prepaid, addressed to the owner of the property as the owner's name and address appears on the last equalized assessment roll of the county, if such so appears, or as known to the clerk. Such notice shall be given at least 10 days prior to the date set for the hearing and shall specify the day, hour and place when the legislative body will hear and pass upon the director's

report, together with any objections or protests which may be filed as hereinafter provided by any person interested in or affected by the proposed charge.

SECTION 903 — PROTESTS AND OBJECTIONS

Any person interested in or affected by the proposed charge may file written protests or objections with the clerk of this jurisdiction at any time prior to the time set for the hearing on the report of the director. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The clerk of this jurisdiction shall endorse on every such protest or objection the date of receipt. The clerk shall present such protests or objections to the legislative body of this jurisdiction at the time set for the hearing, and no other protests or objections shall be considered.

SECTION 904 — HEARING OF PROTESTS

Upon the day and hour fixed for the hearing, the legislative body of this jurisdiction shall hear and pass upon the report of the director together with any such objections or protests. The legislative body may make such revision, correction or modification in the report or the charge as it may deem just; and when the legislative body is satisfied with the correctness of the charge, the report (as submitted or as revised, corrected or modified) together with the charge, shall be confirmed or rejected. The decision of the legislative body of this jurisdiction on the report and the charge, and on all protests or objections, shall be final and conclusive.

SECTION 905 — PERSONAL OBLIGATION OR SPECIAL ASSESSMENT

905.1 General. The legislative body of this jurisdiction may thereupon order that said charge shall be made a personal obligation of the property owner or assess said charge against the property involved.

905.2 Personal Obligation. If the legislative body of this jurisdiction orders that the charge shall be a personal obligation of the property owner, it shall direct the attorney for this jurisdiction to collect the same on behalf of this jurisdiction by use of all appropriate legal remedies.

905.3 Special Assessment. If the legislative body of this jurisdiction orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

SECTION 906 — CONTEST

The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within 30 days after the assessment is placed upon the assessment roll as provided herein. Any appeal

from a final judgment in such action or proceeding must be perfected within 30 days after the entry of such judgment.

SECTION 907 — AUTHORITY FOR INSTALLMENT PAYMENT OF ASSESSMENTS WITH INTEREST

The legislative body of this jurisdiction, in its discretion, may determine that assessments in amounts of \$500.00 or more shall be payable in not to exceed five equal annual installments. The legislative body's determination to allow payment of such assessments in installments, the number of installments, whether they shall bear interest, and the rate thereof shall be by a resolution adopted prior to the confirmation of the assessment.

SECTION 908 — LIEN OF ASSESSMENT

908.1 Priority. Immediately upon its being placed on the assessment roll, the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots or parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for state, county and property taxes with which it shall be upon a parity. The lien shall continue until the assessment and all interest due and payable thereon are paid.

908.2 Interest. All such assessments remaining unpaid after 30 days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 7 percent per annum from and after said date.

SECTION 909 — REPORT TO ASSESSOR AND TAX COLLECTOR: ADDITION OF ASSESSMENT TO TAX BILL

After confirmation of the report, certified copies of the assessment shall be given to the assessor and the tax collector for this jurisdiction, who shall add the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes.

SECTION 910 — FILING COPY OF REPORT WITH COUNTY AUDITOR

If the county assessor and the county tax collector assess property and collect taxes for this jurisdiction, a certified copy of the assessment shall be filed with the county auditor on or before August 10th. The descriptions of the parcels reported shall be those used for the same parcels on the county assessor's map books for the current year.

SECTION 911 — COLLECTION OF ASSESSMENT PENALTIES FOR FORECLOSURE

The amount of the assessment shall be collected at the same time and in the same manner as ordinary property taxes are collected and shall be subject to the same penalties and procedure and sale in case of delinquency as provided for ordinary

property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessment.

If the legislative body of this jurisdiction has determined that the assessment shall be paid in installments, each installment and any interest thereon shall be collected in the same manner as ordinary property taxes in successive years. If any installment is delinquent, the amount thereof is subject to the same penalties and procedure for sale as provided for ordinary property taxes.

SECTION 912 — REPAYMENT OF REPAIR AND DEMOLITION FUND

All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the treasurer of this jurisdiction, who shall credit the same to the repair and demolition fund.

Section 9. Any and all sections of Chapter 15.04 and 15.20 not specifically amended by reference herein remain unamended and in full force and effect.

Read the first time: September 20, 2017

Read the second time: October 4, 2017

APPROVED AND ADOPTED by the City Council this 4th day of October, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
ORDINANCE NO. 3219

AN ORDINANCE RELATING TO THE UNIVERSAL FEE SCHEDULE AND
PARKING FINES, AMENDING ST. HELENS MUNICIPAL CODE SECTIONS
2.32.030, 3.16.020, 5.08.140, 10.04.240, 12.32.030, 15.08.100, AND
10.04.380

WHEREAS, Council has adopted a Universal Fee Schedule by resolution and has directed that every fee established and imposed by the City be integrated into said structure; and

WHEREAS, the code sections referred to in this ordinance have not yet been integrated into the Universal Fee Schedule; and

WHEREAS, the fine for parking in violation of the Code should be \$25.00 instead of \$10.00.

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

Section 1. SHMC 2.32.030 is hereby amended to read as follows (underlined language is added; stricken language is removed):

2.32.030 Declaration fee. The fee for declarations of candidacy for city office shall be as set forth in the most recent Universal Fee Schedule adopted by Council. ~~\$50.00 if a nominating petition is not used~~

Section 2. SHMC 3.16.020 is hereby amended to read as follows (underlined language is added; stricken language is removed):

"3.16.020 False alarm response fees. A fee ~~of \$50.00~~ shall be charged the tenant, owner or other person in charge of the premises for each false alarm, exceeding two within any 12-month period, to which the police department responds by sending police officers to investigate. A fee ~~of \$125.00~~ will be charged for each false alarm, of four or more, in any 12-month period. The fees described herein shall be as set forth in the most recent Universal Fee Schedule adopted by Council."

Section 3. SHMC 5.08.140(3) is hereby amended to read as follows (underlined language is added; stricken language is removed):

"5.08.140 Driver's permit approved and posting requirements.

(3) Upon presentation of convincing evidence that a taxicab driver's permit has been lost or destroyed and payment of a replacement fee of \$10.00 as set forth in the most recent Universal Fee Schedule adopted by Council, the city recorder shall issue a replacement permit."

Section 4. SHMC 8.12.240(5) is hereby amended to read as follows (underlined language is added; ~~stricken language~~ is removed):

"8.12.240 Special abatement.

(5) Instruct the public works department that if the illegal notices or advertisements are reclaimed by the owner, installer or their representative, at least a per notice or advertisement handling fee of \$10.00 as set forth in the most recent Universal Fee Schedule adopted by Council ~~per notice or advertisement~~ is due prior to release of the property."

Section 5. SHMC 10.04.240(6) is hereby amended to read as follows (underlined language is added; ~~stricken language~~ is removed):

"10.04.240 Impounding of bicycles.

(6) Except as provided in subsection (4) of this section, a fee of \$1.00 as set forth in the most recent Universal Fee Schedule adopted by Council shall be charged to the owner of a bicycle impounded under this section."

Section 6. SHMC 12.32.030(3) is hereby amended to read as follows (underlined language is added; ~~stricken language~~ is removed):

"12.32.030 Permit issuance or denial, maintenance.

(3) There shall be a per bench annual inspection fee for all advertising benches as set forth in the most recent Universal Fee Schedule adopted by Council ~~\$5.00 per bench annual inspection fee for all advertising benches~~. For benches where no advertising or other message will be displayed, annual permit fees shall be waived."

Section 7. SHMC 15.08.100 is hereby amended to read as follows (underlined language is added; ~~stricken language~~ is removed):

"15.08.100 Penalties.

(6) Reinspection Fee. A reinspection fee of \$50.00 may be invoiced by the Columbia River Fire and Rescue District to persons who cause repeated reinspections due to noncompliance with provisions of the code. The chief may direct the fee to be charged following the second noncomplying reinspection."

Section 8. SHMC 10.04.380(2) is hereby amended to read as follows (underlined language is added; ~~stricken language~~ is removed):

"10.04.380 Penalties.

(2) Violation of SHMC 10.04.140 and 10.04.150(1) except handicap zone violations shall be \$~~10~~25.00. Any fine not paid within 30 calendar days after the date of the citation shall be \$~~20~~50.00 per citation."

Section 8. All provisions of the St. Helens Municipal Code not specifically amended herein remain unchanged and in full force and effect.

Read the first time: September 20, 2017
Read the second time: October 4, 2017

APPROVED AND ADOPTED by the City Council this 4th day of October, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
ORDINANCE NO. 3220

AN ORDINANCE TO AMEND THE CITY OF ST. HELENS COMPREHENSIVE PLAN
MAP FOR CERTAIN PROPERTY FROM THE LIGHT INDUSTRIAL (LI)
DESIGNATION TO THE GENERAL RESIDENTIAL (GR) DESIGNATION AND THE
ZONING DISTRICT MAP FROM THE LIGHT INDUSTRIAL (LI) ZONE TO THE
APARTMENT RESIDENTIAL (AR) ZONE

WHEREAS, applicants have requested to amend the City of St. Helens Comprehensive Plan Map and Zoning District Map for property depicted in **Attachment "A"** attached hereto and made part of this reference, and identified as Columbia County Tax Assessor Map Number 5N1W-33DB-500 and the portion of 5N1W-33DB-100 south of the easterly extension of the north property line of 5N1W-33DB-500 from Light Industrial (LI) to General Residential (GR), and Light Industrial (LI) to Apartment Residential (AR), respectively; and

WHEREAS, the St. Helens Planning Commission did hold a duly noticed public hearing and did conclude to recommend such a change to the City Council; and

WHEREAS, the City Council did hold a duly noticed public hearing and did find that after due consideration of all the evidence in the record compared to the criteria, that they agreed with the application; and

WHEREAS, the Council has considered the 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 reference.

Section 2. The City of St. Helens Comprehensive Plan Map is amended to change the plan designation boundaries of the Light Industrial (LI) designation to the General Residential (GR) designation for the property described herein.

Section 3. The City of St. Helens Zoning District Map is amended to change the zoning district boundaries of the Light Industrial (LI) zone to the Apartment Residential (AR) zone for the property described herein.

Section 4. In support of the aforementioned Comprehensive Plan Map and Zone District Map Amendment, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Attachment "B"** and made part of this reference.

Section 5. 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:	October 4, 2017
Read the second time:	October 18, 2017

APPROVED AND ADOPTED this 18th day of October 2017 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

This map and the accompanying textual description are provided solely to assist in locating the subject property. The map does not constitute a warranty or assumption of liability for discrepancies.

VICOR TITLE

Exhibit "A"



~~PORTLAND~~

OREGON & WESTERN R.R.

STREET

ST

TH
(PINE)

ST. HELENS CITY SHOPS

201

15

1405

DEER

SEE MAP 50133DC

ISLAND

STREET

FILED
20

ROAD

**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Comprehensive Plan Map and Zoning Map Amendment CPZA.1.17**

APPLICANT: Lesley Everett
OWNER: Lesley Everett
Peter & Elaine Frank
ZONING: Light Industrial (LI)
LOCATION: 5N1W-33DB-500 & a portion of 5N1W-33DB-100
1160 & 1170 Deer Island Road
PROPOSAL: Zone Map Amendment from Light Industrial (LI) to Apartment Residential (AR)
and Comprehensive Plan Amendment from Light Industrial (LI) to General
Residential (GR)

The 120-day rule (ORS 227.178) for final action for this land use decision is not applicable per ORS 227.178(7).

SITE INFORMATION / BACKGROUND

1160 Deer Island Road (duplex dwelling unit) and 1170 Deer Island Road (detached single-family dwelling unit) are located on a 0.4 acre site. According to the Columbia County Assessor, these dwellings were built between 1938 and 1942. The small single-family dwelling unit was recently damaged by a fire and is in very poor condition due to the age of the building. In order to demolish and re-build the unit, the applicant must request a zone change from Light Industrial to residential because of our City's non-conforming use rules. In addition, if either dwelling unit were destroyed, they could not be rebuilt with current Light Industrial zoning. The applicant would also have to apply for a land partition because the City's residential zones only allow one principal building per lot or parcel (except for multi-dwelling units).

Both addresses have access from Deer Island Road with two gravel driveway approaches and gravel parking areas. Deer Island Road is a developed road, but does not have frontage improvements (sidewalks, curbs, etc.) on the subject property side. Deer Island Road is classified as a minor arterial, which requires a minimum right-of-way width of 60 feet. This is met.

The site is located across the street from the Columbia County Transit Center (CC Rider) and adjacent to the City of St. Helens Public Works Shops property. This request includes a portion of City-owned property that was formally used to access the Public Works Shops. Per the May 17, 2017 City Council Work Session, the City Council was willing to entertain the inclusion of the portion of the City-owned property in this zone change request because the additional access to the Public Works Shop is no longer needed, as noted by Public Works staff. All other dwellings adjacent to the property are detached single-family dwelling units.

PUBLIC HEARING & NOTICE

Hearing dates are as follows: August 8, 2017 before the Planning Commission and September 20, 2017 before the City Council.

At their meeting, the Planning Commission unanimously recommended the Council approve this proposal.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on July 19, 2017 via first class mail. Notice was sent to agencies by mail or e-mail on July 19, 2017. Notice was published in the The Chronicle on July 26, 2017. Notice was sent to the Oregon Department of Land Conservation and Development on June 29, 2017.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.20.120(1) – Standards for Legislative Decision

The recommendation by the commission and the decision by the council shall be based on consideration of the following factors:

- (a) The statewide planning goals and guidelines adopted under ORS Chapter 197;
- (b) Any federal or state statutes or guidelines found applicable;
- (c) The applicable comprehensive plan policies, procedures, appendices and maps; and
- (d) The applicable provisions of the implementing ordinances.
- (e) A proposed change to the St. Helens Zoning District Map that constitutes a spot zoning is prohibited. A proposed change to the St. Helens Comprehensive Plan Map that facilitates a spot zoning is prohibited.

(a) Discussion: This criterion requires analysis of the applicable statewide planning goals. The applicable goals in this case are Goal 1, Goal 2, Goal 10, and Goal 12.

Finding (s):

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

required too. Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties. The City has met these requirements and notified DLCD of the proposal.

Given the public vetting for the plan, scheduled public hearings, and notice provided, Goal 1 is satisfied.

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.

The City and State (i.e., DLCD) coordinated with regard to the adoption of this proposal. The City notified DLCD as required by state law prior to the public hearings to consider the proposal.

There are no known federal or regional documents that apply to this proposal. Comprehensive Plan consistency is addressed further below.

Given the inclusion of local, state, regional and federal documents, laws, participation and opportunity for feedback as applicable, Goal 2 is satisfied.

Statewide Planning Goal 10: Housing

This goal is about meeting the housing needs of citizens of the state. Buildable lands for residential use shall be inventoried and plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density.

The City's most recent analysis of this sort is from the Period Review Work Task #1, Land Use Inventory from 1998. This calls for 35% of total residential lands to be zoned for multi-family dwelling units. Of all current residential lands (zones AR, R5, R7, R10, and MHR), 9.8% is zoned AR. AR is the only zone that allows for multi-family dwelling units as a permitted use and is the City's highest density zone. Given the disparity between the target percentage and the current, this proposal advances the City's identified housing needs. Goal 10 is satisfied.

Statewide Planning Goal 12: Transportation

Goal 12 requires local governments to "provide and encourage a safe, convenient and economic transportation system." Goal 12 is implemented through DLCD's 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.

A traffic impact analysis shall be submitted with a plan amendment or zone change application, **as applicable**, pursuant to Chapter 17.156 SHMC. See Section (d) for a more detailed discussion of the TPR and implementing ordinances.

(b) Discussion: This criterion requires analysis of any applicable federal or state statutes or guidelines in regards to the residential zone change request.

Finding: There are no known applicable federal or state statutes or guidelines applicable to this zone change request.

(c) Discussion: This criterion requires analysis of applicable comprehensive plan policies, procedures, appendices, and maps. The applicable Comprehensive Plan goals and policies are:

19.08.020 Economic goals and policies.

[...]

(3) Policies. It is the policy of the city of St. Helens to:

[...]

(j) Allocate adequate amounts of land for economic growth and support the creation of commercial and industrial focal points.

[...]

19.08.050 Housing goals and policies.

(1) Preface. Residents of the city of St. Helens are demographically in different stages of socioeconomics. As such, they vary in their family sizes, economic capabilities and interests and will desire different types of housing. The strategy is to ensure that sufficient lands are designated for those different phases and desires of current and future residents and to encourage policies and decisions to allow all residents the ability to find affordable housing.

(2) Goals.

(a) To promote safe, adequate, and affordable housing for all current and future members of the community.

(b) To locate housing so that it is fully integrated with land use, transportation and public facilities as set forth in the Comprehensive Plan.

(3) Policies. It is the policy of the city of St. Helens to:

(a) Maintain adequate development and building codes to achieve the city's housing goals.

(b) Encourage the distribution of low income and/or multifamily housing throughout the city rather than limiting them to a few large concentrations.

[...]

(d) Encourage and cooperate with all efforts to provide adequate housing for those with special needs.

[...]

(h) Encourage energy-efficient housing patterns in residential developments.

19.12.090 Light industrial category goals and policies.

(1) Goals. To provide a place for smaller and/or less intensive industrial activities where their service and transportation requirements can be met, and where their environmental effects will have minimal impact upon the community.

(2) Policies. It is the policy of the city of St. Helens to:

(a) Apply this category where light industrial concerns have become established and where vacant industrial sites have been set aside for this purpose.

(b) Encourage preserving such designated areas for light manufacturing, wholesaling, processing and similar operations by excluding unrelated uses which would reduce available land and restrict the growth and expansion of industry.

(c) Ensure that light industry operations have adequate space with respect to employee and truck parking, loading, maneuvering and storage.

(d) Follow a site design review process for light industrial activity to ensure proper setbacks as well as screening and buffering, particularly for unsightly areas which can be viewed from arterials or from adjoining residential areas; in contemplating the setbacks, consideration should be given to the effect of the activity on significant fish and wildlife areas.

19.12.020 General residential category goals and policies.

(1) Goals. To create conditions suitable for higher concentrations of people in proximity to public services, shopping, transportation and other conveniences.

(2) Policies. It is the policy of the city of St. Helens to:

(a) Require undeveloped public ways of record to be improved to applicable city standards as a condition to the issuance of building permits for lots that front these ways.

(b) Encourage the infilling of areas presently undeveloped due to topographical limitations to achieve a more efficient use of the land.

(c) Allow for the convenient location of grocery stores by the conditional use process.

(d) Develop rules for multifamily dwellings which are consistent with housing policies.

(e) Designate general residential lands as R-5, General Residential or AR, Apartment Residential on the city zoning map.

(c) Discussion: The proposal is to amend the Zoning Map from Light Industrial (LI) to Apartment Residential (AR), and the Comprehensive Plan Map from Light Industrial (LI) to General Residential (GR), in order to accommodate AR zoning.

The Light Industrial zoning district policy states, “Apply this category where light industrial concerns have become established and where vacant industrial sites have been set aside for this purpose.” In this case, light industrial uses have never been established in this location, and the site is not vacant. Nevertheless, the site has been zoned Light Industrial since at least 1978. The assumption for this is consistent zoning patterns. Irregular zoning patterns of conflicting zones can have a negative impact by restricting growth and expansion of industry.

According to the 2008 Economic Opportunities Analysis (Ord. 3101), St. Helens should have no shortage of industrial land over the next 20 years. Projections of future employment and industry demand indicate that St. Helens has a surplus of industrial zoned lands and parcels of at least 78 acres. Since 2008, the City has moved 25 acres of Heavy Industrial to the Riverfront District zoning district (Ord. 3215). This means there is still a 53-acre industrial land surplus. This proposal is requesting the removal of less than one acre from Light Industrial to Apartment Residential.

Finding(s): There is a surplus of industrial land and an increasing demand for housing. This proposal is not contrary to Comprehensive Plan goals and policies; the City Council finds that removing Light Industrial zoning in this area will not have a negative impact on growth and expansion of industry.

(d) Discussion: This criterion requires that the proposal not conflict with the applicable provisions of the implementing ordinances.

Duplexes and single-family dwelling units are allowed in the AR zoning and GR comprehensive zoning districts.

In addition, the Commission found and Council concurred that this location is more appropriate for AR zoning given the immediate proximity to Columbia County Rider Transit Center (across the street) and, per uses possible in the current and proposed zoning, the potential of a neighborhood market which is possible in the AR zone but not the LI zone. Note that if the CC Rider Transit Center property was still a mill (the use existing when zoned in the 1970's until the early part of the 21st century), the Commission's finding would likely differ. Thus, an aspect of the Commission's favorable stance on this issue is how the current CC Rider Transit Center property has changed over time.

Per Chapter 17.156 Per SHMC, a Traffic Impact Analysis shall be required to be submitted to the City with a land use application when the proposed change in zoning or Comprehensive Plan designation will result in more vehicle trips based on permitted uses.

According to the 9th ed. of the Institute of Transportation Engineers (ITE), one of the worst case development scenarios using the permitted nursery use for the 0.58 acres lot under LI zoning would generate 63 ADTs. Under AR zoning, the net developable area for multi-dwelling units per SHMC Chapter 17.56 Density Computations is 0.38 acres. The worst case development scenario using permitted uses is a 9-unit multi-dwelling unit. The ITE states this would generate 60 ADTs, which is less than the LI zoning scenario. Therefore, a Transportation Impact Analysis will not be required for this proposal.

Finding: This proposal will not significantly affect an existing or planned transportation facility. A Traffic Impact Analysis will not be required for this proposal.

(e) Discussion: This criterion requires that the proposed change is not a spot zone. The definition of "spot zoning" per Chapter 17.16 SHMC:

Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding uses and not for the purpose or effect of furthering the comprehensive plan.

Finding: The property abuts existing AR and R5 on the Zoning Map. On the Comprehensive Plan Map, the properties surrounding the zone change proposal are zoned GR and LI. The Council finds this is not a spot zone.


CONCLUSION & DECISION

Based upon the facts and findings herein, the City Council approves this Comprehensive Plan Map and Zoning Map Amendment.

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:	4 October 2017	
Subject:	Award Contract for the Old Portland Road Bridge Barrier Repair Project, R-665	

Background:

Earlier this summer, the barrier on the bridge crossing Milton Creek on Old Portland Road was damaged when a semi truck strayed from the travel lane and struck the end of the barrier, then continued along the side of the barrier, damaging several of the concrete arches. The barrier requires repairs to prevent the concrete from further deteriorating, causing additional damage to the structure.

Project specifications were developed by the Engineering staff and the project was issued to contractors interested in providing bids on Sept. 1, 2017 with quotes due on Friday September 15, 2017 at 10:00 AM. One Contractor submitted a quote. The results are as follows:

FIRM	LOCATION	BID
Semling Construction, Inc.	St. Helens, OR	\$6,250.00

This is an unanticipated repair and it is expected that the cost will be reimbursed by the faulty driver's insurance coverage.

Recommendation:

Award the contract for the Old Portland Road Bridge Barrier Repair Project to Semling Construction, Inc. as the responsive bidder and authorize the Mayor to execute a Materials and Services Contract for the Old Portland Road Bridge Barrier Repair Project. Contract will be based on time and materials at the rate prescribed in that firm's submitted bid.

Attachment:

SCI Bid

REQUEST FOR QUOTE

City of St. Helens
Engineering Department
PO Box 278
St. Helens, OR 97051



September 1, 2017

The City of St. Helens is asking for quotes on the following project:

2017 OLD PORTLAND ROAD BRIDGE BARRIER REPAIR PROJECT #R-665

SUBMISSION DEADLINE: Friday September 15, 2017 at 10:00 AM

Project Description: The City of St. Helens is in need of a contractor to provide repairs to the concrete barrier of the bridge crossing Milton Creek on Old Portland Road near the S. 18th/Kaster Road intersection. The bridge barrier was damaged when a semi strayed from the travel lane and struck the end of the barrier, then continued along the side of the barrier, damaging several of the concrete arches.

Scope of Work:

Please refer to attached photos of damaged barrier. Approximately 12 arches were damaged or destroyed and a large gouge was made at the northerly end of the west railing. The contractor shall provide all materials, labor, supervision, and equipment required to complete this work in its entirety. All items including, but not limited to, traffic control required to complete work in full, shall be incidental to the project bid items and no additional compensation shall be made.

BID SCHEDULE

Item #	Description	Est. Qty	Unit	Total
1	Hourly Rate	1	Hour	\$56.25
2	Estimated Material Cost	1	LS	\$850.00
3	Estimated Number of Hours	96 Hours		

Special Provisions:

- 1) Concrete repair specifications are attached.
- 2) Project will be paid on a Time & Material basis.
- 3) Contractor shall secure utility locates prior to the commencement of any construction.
- 4) The selected company will enter into a Materials & Services contract with the City. A copy can be provided for review upon request.
- 5) The selected company must obtain a City business license and show proof of insurance.

6) Contractor's insurance must name the City as an additional insured.

Please complete the bid schedule and sign where indicated below. Additional information may be attached if required.

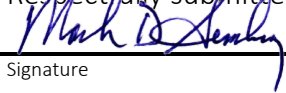
The work shall be fully completed within 30 days from issuance of the Notice to Proceed. Acceptable working hours are from 8:00 AM to 4:30 PM Monday through Friday, excepting legal holidays.

For questions concerning this project, please contact Sue Nelson, Public Works Engineering Director, 503.366-8223.

Quotes may be submitted by fax, mail, email, or delivered in person to the City of St. Helens, Attn: Sue Nelson, PO Box 278, 265 Strand Street, St. Helens, OR 97051 no later than **Friday September 15, 2017 at 10:00 AM.**

It is acknowledged that the City of Helens reserves the right to reject any and all bids.

Respectfully submitted:



Signature

President/Owner

Title

9/15/2017

Date

58645 McNulty Way, St. Helens, OR 97051

Address Line 1

Address Line 2

(503) 397-1809

Telephone

**NOTE: If the bidder is a co-partnership, so state giving firm name under which business is transacted.
If the bidder is a corporation, this quote must be executed by its duly authorized officials.*

BARRIER DAMAGE



BARRIER DAMAGE



Railing Damage, Northerly End of West Railing



Railing Damage, Looking South

Examples of Barrier Damage



SPECIFICATION

CONCRETE REPAIR MORTAR

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Concrete repair mortar for horizontal and form and pour applications.

1.2 REFERENCES

A. ASTM C 109 - Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens).

B. ASTM C 348 - Flexural Strength of Hydraulic-Cement Mortars.

C. ASTM C 666 - Resistance of Concrete to Rapid Freezing and Thawing.

1.3 SUBMITTALS

A. Submit work-plan showing contractor's proposed method and equipment for construction and submit manufacturer's product data, including surface preparation and placement instructions.

B. Work-plan shall also include contractor's plan for maintenance of traffic during construction period. Maintenance of traffic shall conform to ODOT Standards and as approved by the City of St. Helens

1.4 QUALITY ASSURANCE

A. Pre-placement Meeting: Convene a pre-placement meeting 1 week before start of placement of concrete repair mortar. Require attendance of parties directly affecting work of this section, including Contractor and Engineer. Review surface preparation, mixing, placement, finishing, curing, protection, and coordination with other work.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep containers sealed until ready for use.

C. Handling: Protect materials during handling and placement to prevent damage or contamination.

PART 2 PRODUCTS

2.1 MANUFACTURER/CONCRETE REPAIR MORTAR

A. The Euclid Chemical Company, Cleveland, Ohio/Eucocrete Supreme.

B. Sika Corporation, Lyndhurst, New Jersey/SikaTop 111 Plus

C. BASF Building Systems, Shakopee, MN/ LA Repair Mortar

PART 3 EXECUTION

3.1 SURFACE PREPARATION

A. Prepare concrete surfaces in accordance with manufacturer's instructions.

B. Ensure concrete surfaces are clean and rough.

C. Remove dirt, dust, oil, grease, debris, paint, curing compounds, sealers, and unsound concrete.

D. Prepare surfaces mechanically to give a surface profile of a minimum of 1/8 inch (3 mm) and expose coarse aggregate.

E. Remove residue on concrete surfaces.

F. Saw cut edges and prepare repair area in accordance with manufacturer's requirements.

G. Remove loose rust and scaling on exposed reinforcement steel. Treat cleaned steel with anticorrosion coating compatible with selected repair mortar. Apply coating in accordance with manufacturer's instructions.

H. If repair mortar product requires bonding agent, provide in accordance with manufacturer's recommendations and provide product that is compatible with selected repair mortar system.

3.2 EXAMINATION

A. Examine surfaces to receive concrete repair mortar. Notify Engineer if surfaces are not acceptable. Do not begin surface preparation or placement until unacceptable conditions are corrected.

3.3 MIXING

A. Mix concrete repair mortar in accordance with manufacturer's instructions.

3.4 PLACEMENT

A. Form for concrete repair mortar to match shape of original concrete barrier.

B. Place concrete repair mortar in accordance with manufacturer's instructions.

C. Place mortar while bond coat is still wet.

3.5 FINISHING

A. Finish concrete repair mortar to match surrounding concrete.

B. Do not add additional water to surface during finishing.

3.6 CURING

A. Cure concrete repair mortar in accordance with manufacturer's instructions.

B. Wet cure mortar for a minimum of 3 days.

3.7 PROTECTION

A. Protect placed concrete repair mortar from freezing until minimum compressive strength of 1,000 psi is reached.

B. Protect placed mortar from damage during construction.

END OF SECTION



2017 OLD PORTLAND ROAD BRIDGE BARRIER REPAIR

PROJECT NO. R-665

SEMLING CONSTRUCTION, INC.

MATERIALS AND SERVICES CONTRACT

BETWEEN: City of St. Helens, a municipal corporation of the State of Oregon (“City”)
AND: Semling Construction, Inc. (“Contractor”)
DATED: October 4, 2018

RECITALS

A. The City is in need of repairs to the Old Portland Road bridge barrier, 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 Mark Semling, phone 503-397-1809.

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 October 19, 2017, and ends on December 31, 2017 ("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:
Semling Construction, Inc.
Attn: Mark Semling
PO Box 1082
St. Helens, OR 97051

503.397.1809

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 A 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.165]

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 A. The compensation stated in Attachment A constitutes the total compensation payable to Contractor for the Work.

18. Payment.

18.1 Unless otherwise provided in Attachment A, 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 A, 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

SEMLING CONSTRUCTION, INC.

Council Meeting Date: October 4, 2017

Signature: _____

Signature: Mark D Semling

Print: _____

Print: Mark D Semling

Title: _____

Title: president

Date: _____

Date: 9-28-2017

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A

Scope of Work

REQUEST FOR QUOTE

City of St. Helens
Engineering Department
PO Box 278
St. Helens, OR 97051



September 1, 2017

The City of St. Helens is asking for quotes on the following project:

2017 OLD PORTLAND ROAD BRIDGE BARRIER REPAIR PROJECT #R-665

SUBMISSION DEADLINE: Friday September 15, 2017 at 10:00 AM

Project Description: The City of St. Helens is in need of a contractor to provide repairs to the concrete barrier of the bridge crossing Milton Creek on Old Portland Road near the S. 18th/Kaster Road intersection. The bridge barrier was damaged when a semi strayed from the travel lane and struck the end of the barrier, then continued along the side of the barrier, damaging several of the concrete arches.

Scope of Work:

Please refer to attached photos of damaged barrier. Approximately 12 arches were damaged or destroyed and a large gouge was made at the northerly end of the west railing. The contractor shall provide all materials, labor, supervision, and equipment required to complete this work in its entirety. All items including, but not limited to, traffic control required to complete work in full, shall be incidental to the project bid items and no additional compensation shall be made.

BID SCHEDULE

Item #	Description	Est. Qty	Unit	Total
1	Hourly Rate	1	Hour	\$56.25
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Special Provisions:

- 1) Concrete repair specifications are attached.
- 2) Project will be paid on a Time & Material basis.
- 3) Contractor shall secure utility locates prior to the commencement of any construction.
- 4) The selected company will enter into a Materials & Services contract with the City. A copy can be provided for review upon request.
- 5) The selected company must obtain a City business license and show proof of insurance.

6) Contractor's insurance must name the City as an additional insured.

Please complete the bid schedule and sign where indicated below. Additional information may be attached if required.

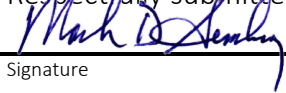
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For questions concerning this project, please contact Sue Nelson, Public Works Engineering Director, 503.366-8223.

Quotes may be submitted by fax, mail, email, or delivered in person to the City of St. Helens, Attn: Sue Nelson, PO Box 278, 265 Strand Street, St. Helens, OR 97051 no later than **Friday September 15, 2017 at 10:00 AM.**

It is acknowledged that the City of Helens reserves the right to reject any and all bids.

Respectfully submitted:



Signature

President/Owner

Title

9/15/2017

Date

58645 McNulty Way, St. Helens, OR 97051

Address Line 1

Address Line 2

(503) 397-1809

Telephone

**NOTE: If the bidder is a co-partnership, so state giving firm name under which business is transacted.
If the bidder is a corporation, this quote must be executed by its duly authorized officials.*

BARRIER DAMAGE



BARRIER DAMAGE



Railing Damage, Northerly End of West Railing



Railing Damage, Looking South

Examples of Barrier Damage



SPECIFICATION

CONCRETE REPAIR MORTAR

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Concrete repair mortar for horizontal and form and pour applications.

1.2 REFERENCES

A. ASTM C 109 - Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens).

B. ASTM C 348 - Flexural Strength of Hydraulic-Cement Mortars.

C. ASTM C 666 - Resistance of Concrete to Rapid Freezing and Thawing.

1.3 SUBMITTALS

A. Submit work-plan showing contractor's proposed method and equipment for construction and submit manufacturer's product data, including surface preparation and placement instructions.

B. Work-plan shall also include contractor's plan for maintenance of traffic during construction period. Maintenance of traffic shall conform to ODOT Standards and as approved by the City of St. Helens

1.4 QUALITY ASSURANCE

A. Pre-placement Meeting: Convene a pre-placement meeting 1 week before start of placement of concrete repair mortar. Require attendance of parties directly affecting work of this section, including Contractor and Engineer. Review surface preparation, mixing, placement, finishing, curing, protection, and coordination with other work.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep containers sealed until ready for use.

C. Handling: Protect materials during handling and placement to prevent damage or contamination.

PART 2 PRODUCTS

2.1 MANUFACTURER/CONCRETE REPAIR MORTAR

A. The Euclid Chemical Company, Cleveland, Ohio/Eucocrete Supreme.

B. Sika Corporation, Lyndhurst, New Jersey/SikaTop 111 Plus

C. BASF Building Systems, Shakopee, MN/ LA Repair Mortar

PART 3 EXECUTION

3.1 SURFACE PREPARATION

A. Prepare concrete surfaces in accordance with manufacturer's instructions.

B. Ensure concrete surfaces are clean and rough.

C. Remove dirt, dust, oil, grease, debris, paint, curing compounds, sealers, and unsound concrete.

D. Prepare surfaces mechanically to give a surface profile of a minimum of 1/8 inch (3 mm) and expose coarse aggregate.

E. Remove residue on concrete surfaces.

F. Saw cut edges and prepare repair area in accordance with manufacturer's requirements.

G. Remove loose rust and scaling on exposed reinforcement steel. Treat cleaned steel with anticorrosion coating compatible with selected repair mortar. Apply coating in accordance with manufacturer's instructions.

H. If repair mortar product requires bonding agent, provide in accordance with manufacturer's recommendations and provide product that is compatible with selected repair mortar system.

3.2 EXAMINATION

A. Examine surfaces to receive concrete repair mortar. Notify Engineer if surfaces are not acceptable. Do not begin surface preparation or placement until unacceptable conditions are corrected.

3.3 MIXING

A. Mix concrete repair mortar in accordance with manufacturer's instructions.

3.4 PLACEMENT

A. Form for concrete repair mortar to match shape of original concrete barrier.

B. Place concrete repair mortar in accordance with manufacturer's instructions.

C. Place mortar while bond coat is still wet.

3.5 FINISHING

A. Finish concrete repair mortar to match surrounding concrete.

B. Do not add additional water to surface during finishing.

3.6 CURING

A. Cure concrete repair mortar in accordance with manufacturer's instructions.

B. Wet cure mortar for a minimum of 3 days.

3.7 PROTECTION

A. Protect placed concrete repair mortar from freezing until minimum compressive strength of 1,000 psi is reached.

B. Protect placed mortar from damage during construction.

END OF SECTION

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 General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
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 Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	NO

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

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

Certificates of Insurance shall be forwarded to:

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2017

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 Lloyd Purdy & Company 2029 Lloyd Ctr Portland OR 97232-1314		CONTACT NAME: Ann Walsh PHONE (A/C, No, Ext): (503) 287-1193 FAX (A/C, No): (503) 287-1198 E-MAIL ADDRESS: ann@lpurdyco.com	
INSURED Semling Construction Inc PO Box 1082 Saint Helens OR 97051		INSURER(S) AFFORDING COVERAGE INSURER A: American Fire & Casualty Co INSURER B: West American INSURER C: Ohio Casualty Ins Co. INSURER D: INSURER E: INSURER F:	
		NAIC #	
		24066	
		44393	

COVERAGES

CERTIFICATE NUMBER: CL1761900724

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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BKA57355243	6/18/2017	6/18/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Property damage-single limit \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	BAW57355243	6/18/2017	6/18/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	USO57355243	6/18/2017	6/18/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	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			PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of St. Helens, its officers, agents and employees are additional insureds on the general liability and auto policies when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of St. Helens PO Box 278 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 Ann Walsh/APW
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2017

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 have ADDITIONAL INSURED provisions or 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 Arnold Bruce & Doerfler 1405 SW 14th Ave Portland, OR 97201 License #: 1436694	CONTACT NAME: Nora Nordquist	
	PHONE (A/C, No, Ext): (503)222-1951	FAX (A/C, No): (503)222-5825
	E-MAIL ADDRESS: Noran@abdins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Saif Corporation	
INSURED Semling Construction Inc PO Box 1082 Saint Helens, OR 97051-8082	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 14

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			487343	01/01/2017	01/01/2018	<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

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

Workers Compensation policy includes coverage for Longshore & Harborworkers Act

CERTIFICATE HOLDER

CANCELLATION

City Administrator City of St. Helens P.O. Box 278 Saint 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 (NJN)

CONTRACT PAYMENTS

City Council Meeting
October 4, 2017

Apply-A-Line, Inc.

Project: 2017 Annual Street Striping (Inv#9185)	\$	18,360.45
---	----	------------------

Hoffman SW Corp. dba Professional Pipe Services

Project: S-647 2017 I&I Sewer Inspection (PR#2)	\$	3,170.64
---	----	-----------------

TFT Construction, Inc.

Project: R-658 2017 HMAC Overlay & Paving (Inv#2255354)	\$	326,578.65
---	----	-------------------

APPLY-A-LINE, INC.

175 Roy Road SW, Bldg C • Pacific, WA 98047
 Phone (253) 299-1200 • Fax (253) 299-1250
 mail@applyaline.com • LIC. #APPLYI*161RU

RECEIVED

SEP 11 2017

CITY OF ST. HELENS

Bill To: 2STH01
 CITY OF ST HELENS
 PO BOX 278
 ST HELENS, OR 97051

Invoice No: 9185
 Invoice Date: 8/12/2017

Job Info: 213A8070
 2017 ANNUAL STREET STRIPING
 ST HELENS, COLUMBIA, OR
 ST HELENS, OR . COLUMBIA

Period To: 8/12/2017
 Application #: 1
 Pay Request: No

1) Original Contract Amount	19,004.00
2) Change Order Amount.....	0.00
3) Contract Sum	19,004.00
4) Completed to Date	18,360.45
5) Retainage	0.00
6) Total Earned less Retainage.....	18,360.45
7) Previous Billings.....	0.00
8) Current Payment Due	18,360.45
9) Sales Tax.....	0.00
10) Total Due	18,360.45

Contract #: R-664

Cust PO #: R-664

ITEM NO.	DESCRIPTION	UNIT MEAS	CONTRACT QUANTITY	UNIT PRICE	QTY TO DATE	PREVIOUS QTY	CURRENT QTY	CURRENT AMT DUE
1	4" YELLOW STRIPING	LF	96,000	0.08	92,171	0	92,171	7,373.68
2	8" WHITE STRIPING	LF	58,200	0.12	56,718	0	56,718	6,806.16
3	4" WHITE STRIPING	LF	62,000	0.07	59,723	0	59,723	4,180.61
								\$ 18,360.45

APPROVED FOR PAYMENT

DATE

DATE

ACCOUNTS PAYABLE

FINANCE

SUPERVISOR

9/27/17
 9-27-17

PLEASE PAY FROM

ACCOUNT # 205-000-052019

SIGNATURE

DATE

Job Information Sheet

Job Name: 40 ST HELENS 2017 Date: 8/7-8/12
Prime Contractor: 40 ST HELENS
Contact Name: Tim Underwood Phone: _____
Inspector: u Phone: _____
Apply-A-Line Foreman: DAVE P

Apply-A-Line, Inc.

PO Box 90577 • Portland, OR 97290
503-777-4228 • fax 503-777-4390

Description of Work:

Quantities:

<u>4" YELLOW</u>	<u>92,171'</u>
<u>4" WHITE</u>	<u>59,723'</u>
<u>8" WHITE</u>	<u>56,718'</u>

Location (Station, Milepost, Direction of Travel, Landmarks, etc):

Received By: _____

I agree to the above listed quantities (initial here)

TLU

KP



City of St. Helens
265 Strand Street, St. Helens, Oregon 97051
Phone: 503.397.6272 | Fax: 503.366.3782

Payment Request #02 - Final

CONTRACTOR:

Hoffman SW Corp dba Professional Pipe Services
4940 W Watkins St
Phoenix, AZ 85043

PROJECT: 2017 INFLOW & INFILTRATION SEWER INSPECTION

PROJECT #: S-647

DATE: 9/15/2017

DEPARTMENT: Engineering

Total Contract Amount	\$40,393.00	Total Earned This Month	\$1,976.04
Total Amount Earned To Date	\$25,755.96	Less 5% Retainage	\$0.00
Previous Payment Requests			
PP#	Previous Billing With Retainage	Retainage	Previous Amounts Paid
1	\$23,891.92	\$1,194.60	\$22,697.32
Less Total of Previously Earned			\$22,697.32
Total Retainage of Previous Payments			\$1,194.60

Total Amount Due (Retainage Included)

\$3,170.64

Item No.	Description	Unit	Qty	Contract Unit Price	Total Contract Price	Completed This Month	Quantity Completed This Month	Quantity Completed Prior Billing	Quantity Completed To Date	Total Earned To-Date
1	Mobilization, bonds, insurance, and demobilization	LS	1	\$4,145.00	\$4,145.00	\$0.00		1.00	1.00	\$4,145.00
2	Sewer main CCTV - 6" or greater	LF	6,630	\$2.20	\$14,586.00	\$1,976.04	898.20	4093.60	4991.80	\$10,981.96
3	Sewer lateral CCTV - Building to main	EA	116	\$112.00	\$12,992.00	\$0.00		83.00	82.00	\$9,184.00
4	Sewer lateral cleanout installation	EA	6	\$1,000.00	\$6,000.00	\$0.00		0.00	0.00	\$0.00
5	Sewer manhole inspection	EA	17	\$85.00	\$1,445.00	\$0.00		17.00	17.00	\$1,445.00
9	Traffic Control	LS	1	\$1,225.00	\$1,225.00	\$0.00		0.00	0.00	\$0.00
Original Contract Subtotal					\$40,393.00	\$1,976.04				\$25,755.96

603-000-053010 SN

APPROVED FOR PAYMENT

INIT _____ DATE _____
ACCOUNTS PAYABLE
FINANCE
SUPERVISOR

[Signature]

9/27/17
9-27-17



SUBCONTRACTOR'S APPLICATION FOR PAYMENT

CITY OF St Helens
265 Strand Street, P O Box 278
St Helens, OR 97051

SUBCONTRACTOR:

Professional Pipe Services
4940 W. Watkins Stree
Phoenix, AZ 85043

PROJECT NAME:

2017 Inflow & Infiltration Sewer Inspection Project
St Helens, Oregon

APPLICATION DATE: 9/13/2017

PERIOD TO: 8/31/2017

APPLICATION NO.: 2-P802242R

Job # S-647

1. ORIGINAL CONTRACT SUM	\$ 40,393.00
2. NET CHANGE BY OPTIONAL	\$ -
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 40,393.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 25,867.96
5. RETAINAGE: 0%	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 - 5)	\$ 25,867.96
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$ 22,697.32
8. CURRENT PAYMENT DUE	\$ 3,170.64
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 - 6)	\$ 14,525.04

CITY OF St Helens
265 Strand Street, P O Box 278
St Helens, OR 97051

PERIOD TO:

8/31/2017

CITY OF St Helens
265 Strand Street, P O Box
St Helens, OR 97051

[illegible]



EXHIBIT H

CERTIFICATE OF FINAL COMPLETION

Project Number: S-647

Project: 2017 INFLOW & INFILTRATION SEWER INSPECTION PROJECT

Contractor: HOFFMAN SOUTHWEST CORP. DBA PROFESSIONAL PIPE SERVICES

Contract Signed: 5/17/2017 Contract Expires: 7/31/2017

Contract Completed: 8/28/2017 Delinquent: 29 days

I hereby certify that I have completed my contract, furnished the materials, and performed the work as shown by the final estimate of the City Engineer, according to the plans and specifications.

Rusty Johnson Manager 08/29/2017
Contractor Title Date

The City has determined the project is 100% complete in compliance with all contract documents.

Inspector/Supervisor Date

Project Engineer Date

City of St. Helens City Administrator Date
Title

Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts ownership of the work and the start date of the warranty period.

KP

TFTConstruction, Inc
53990 West LaneRoad
Scappoose, Oregon 97056
Office (503)543-7979
Fax (503)543-7299
CCB#104648

CUSTOMER #: CSH
INVOICE #: 2255354
INVOICE DATE: 09/21/17
DUE DATE: 10/21/17

BILL TO:

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

JOB: 17099
2017 HMAC Overlay & Paving
Project No. R-658
St. Helens, OR

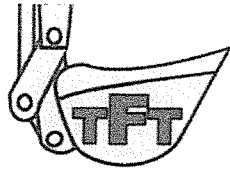
DESCRIPTION	QUANTITY	PRICE	AMOUNT
See Attached Quantities			343,767.00
		SUBTOTAL:	343,767.00
		LESS RETENTION:	-17,188.35
		NET DUE:	326,578.65

Thank you for your business!

205-000-053002 GN

APPROVED FOR PAYMENT

INIT	DATE
<u>[Signature]</u>	<u>9/27/17</u>
ACCOUNTS PAYABLE	
FINANCE	
SUPERVISOR	<u>9-27-17</u>



53990 West Lane Road
Scappoose, OR 97056

TFT Construction, Inc.

Office: (503) 543-7979
Fax: (503) 543-7299

2017 HMAC Overlay Project

Quantities As Of 9/15/2017

Item #	Item Description	Actual	Unit	Unit Price	Total Price
1	Mobilization		LS	\$ 12,000.00	\$ 12,000.00
2	Traffic Control		LS	\$ 17,000.00	\$ 17,000.00
3	N/A				
4	Class "C" HMAC Paving 2"	947	ton	\$ 79.00	\$ 74,813.00
5	2" Cold Planing	10,195	SY	\$ 2.00	\$ 20,390.00
6	Pre-level Lemont St.	18	ton	\$ 79.00	\$ 1,422.00
7	Class "C" HMAC Paving 1 1/2" Compacted	448	ton	\$ 79.00	\$ 35,392.00
8	Solid Rock Removal for Grading	20	cy	\$ 150.00	\$ 3,000.00
9	3/4"0 Base Rock	20	cy	\$ 1.00	\$ 20.00
10	Site Preparation and Grading	8,047	sy	\$ 5.00	\$ 40,235.00
11	3.5" HMAC Compacted Thickness	1,078	ton	\$ 79.00	\$ 85,162.00
12	Remove Existing A/C 6"	14,762	sf	\$ 0.50	\$ 7,381.00
13	N/A				
14	N/A				
15	6" HMAC Compacted Thickness in 2 lifts	588	ton	\$ 79.00	\$ 46,452.00
16	Shoulder Rock 3/4" - 0"	20	cy	\$ 25.00	\$ 500.00

Total: \$ 343,767.00

OK
Tenn
9/21/17

City of St. Helens
Library Board
Minutes from Tuesday, August 22, 2017
Columbia Center Auditorium

Members Present

Nancy Herron, Past Chair
Mary Ellen Funderburg, Chair
Barbara Lines
Leanne Murray, Vice-Chair
Melisa Gaelrun-Maggi
Amanda Heynemann

Members Absent

Marsha Caton, Past-Chair
Heather Anderson-Bibler

Guests

Malinda Duran

Councilors in Attendance

Susan Conn

Staff Present

Margaret Jeffries, Library Director
Nicole Woodruff, Library Secretary



CALL MEETING TO ORDER: The meeting was called to order at 7:17 p.m. by Chair Mary Ellen Funderburg.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: Malinda Duran from the St. Helens Police Department (SHPD) asked the Board to consider participating in a trick-or-treat event the SHPD is hosting on October 31, 2017 from 5:00 p.m. until 8:00 p.m. The SHPD is looking for volunteers to man tables with activities, games, or treats. The Board will vote at their September meeting whether or not to participate. Youth Librarian Kolderup will be consulted about possible activities.

PREVIOUS MEETING MINUTES: Minutes approved as written.

REPORT FROM WORKING GROUPS:

- **COMMUNICATIONS** – The communications group met with the communications officer for the City of St. Helens about the City's social media practices and the feasibility of the Library creating and maintaining its own social media pages. The group created pro and con lists and compared their results, discussed how to proceed if it was decided that Facebook was not an option for the Library, and will look at what improvements can be made to the current website.

- **COMMUNITY PARTNERS** – Board Members Herron and Anderson-Bibler have been researching access to adult literacy in the community as well as whether or not there is a need. Anderson-Bibler spoke with Sheri Ford at Public Health and with Voc Rehab, and the information she received indicated that there is a current need for an adult literacy program.

Herron spoke with the St. Helens School District. The person she spoke with represented the Title I program. The community partners group will continue to communicate about upcoming events and ways to potentially partner.

- **FACILITIES** – The facilities group met on August 8. They discussed short-term and long-term plans for improving the Library's facility. Chair Funderburg distributed notes from the group's meeting. The group will meet again on August 30, 2017 at the Library.
- **ACCESS** – The access group is working on a proposal to petition City Council for changes to Library Card types, fines & fees structure, and to test the feasibility of joining the Oregon Library Passport Program.

Director Jeffries wants to update the Library website with strategic plan progress by September. At the September meeting, each group will have a short description of the work they have accomplished thus far and fifteen minutes to share progress with the rest of the Board.

LIBRARY DIRECTOR REPORT: The Library will be getting virtual panic buttons. The buttons will be installed citywide. Director Jeffries has also been working with the SHPD code enforcement officer and parole officers in regards to individuals that have caused some concern while on the premises.

The new patron counters are ready to ship as soon as the team from Centerlogic coordinates with the patron counter manufacturer about wireless connections.

COUNCILOR'S REPORT: Councilor Conn congratulated the Board on how much they have accomplished implementing the Library's Strategic Plan.

Conn briefly spoke about the upcoming vote for a soda tax. Finance Director, Matt Brown will present information about the tax at the September Board meeting.

FRIENDS' REPORT: N/A

BOARD MEMBER COMMENTS: The book club is moving forward. The first meeting will be October 19, 2017 at 7:00 p.m. The theme is very loosely Halloween related.

SUMMARIZE ACTION ITEMS:

- Murray and Gaelrun-Maggi will provide information about the book club for the City Newsletter, the Library events calendar and the website.

- Gaelrun-Maggi will send a list of book club title suggestions to staff member Woodruff. The books will be available for patrons to check out for the book club.
- Working groups need to be ready to have accomplishments ready for the website by the September meeting.
- Vice-Chair Murray will create a Google doc for the strategic plan working groups.

NEXT MEETING: The next regularly scheduled meeting will be Monday, September 18, 2017 at 7:15 p.m. in the Columbia Center Auditorium. Please note this is the Monday before the third Tuesday in September.

Members need to bring all relevant materials to each meeting.

ADJOURNMENT:

Chair Funderburg adjourned the meeting at 9:10 p.m.

CR

Respectfully submitted by:

Library Board Secretary, Nicole Woodruff

2016-2017 Library Board Attendance Record

P=Present E=Excused Absence U=Unexcused Absence

Date	Anderson-Bibler	Caton	Funderburg	Gaelrun-Maggi	Herron	Heynemann	Lines	Murray
03/21/2017	P	E	P	E	P	P	P	P
04/18/2017	P	P	P	P	P	P	P	P
05/16/2017	P	P	P	P	E	P	P	P
06/20/2017	P	P	P	P	P	P	E	E
Date	Anderson-Bibler	Caton	Funderburg	Gaelrun-Maggi	Herron	Heynemann	Lines	Murray
07/18/2017	P	P	P	P	P	E	P	P
08/15/2017	E	E	P	P	P	P	P	P
09/18/2017								
10/17/2017								
11/14/2017								
12/12/2017								
01/16/2018								
02/20/2018								
03/20/2018								
04/17/2018								
05/15/2018								
06/19/2018								

City of St. Helens
Consent Agenda for Approval

STREET CLOSURE REQUESTS

The following organization(s) have requested street closures: *(supporting documentation attached)*

SHEDCO – Gretchen Williams

Meet and Treat at Aggie's

Request:

- Close S. 2nd Street from 275 to 295
- Close staircase from City parking lot leading to 2nd Street

Event date/closure time: Sunday, October 15, 5-9:30 p.m.

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	South 2nd Street From 295 to 275		
Beginning Point		Ending Point	
Start Date	10/15/17	End Date	10/15/17
Time to Begin Closure	5:00 PM	Time to Reopen	9:30 PM
Purpose of Closure	Celebrity Appearance at Event		
Street Closure #2			
Street Name	Stairway leading to South 2nd Street		
Beginning Point	Free Parking lot	Ending Point	South 2nd Street
Start Date	10/15/17	End Date	10/15/17
Time to Begin Closure	5:00 PM	Time to Reopen	9:30 PM
Purpose of Closure	Celebrity Appearance at Event on South 2nd Street		
Street Closure #3			
Street Name			
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			

Approval of emergency responders: (required)

<u>see attached</u>	<u>see attached</u>	<u>see attached</u>
Fire District	Date	Police Department
270 Columbia Blvd.	503-397-2990	150 S. 13th St.
		503-397-3333
Public Works	Date	
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 <u>Gretchen Williams</u>	Date Signed <u>09/10/17</u>
Print Name <u>Gretchen Williams</u>	Phone <u>503-880-8399</u>
Mailing Address <u>P.O. Box 1109</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 9-18-17 Rec'd by AG Date sent to CC 9-18-17 City Council ☐ Approved ☐ Denied Meeting date _____

Attested [Signature], City Administrator Date 9/18/17

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	285 S. 2 nd Street		
Beginning Point		Ending Point	
Start Date	10/15/17	End Date	10/15/17
Time to Begin Closure	5:00 PM	Time to Reopen	9:30 PM
Purpose of Closure	Celebrity Appearance at Event		
Street Closure #2			
Street Name	Stairway leading to South 2 nd Street		
Beginning Point	Free Parking lot	Ending Point	
Start Date	10/15/17	End Date	10/15/17
Time to Begin Closure	5:00 PM	Time to Reopen	9:30 PM
Purpose of Closure	Celebrity Appearance at Event on South 2 nd Street		
Street Closure #3			
Street Name			
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			

Approval of emergency responders: (required)

<u>Fire District</u>	<u>Date</u>	<u>Police Department</u>	<u>Date</u>	<u>Public Works</u>	<u>Date</u>
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 <u>Gretchen Williams</u>	Date Signed <u>09/08/17</u>
Print Name <u>Gretchen Williams</u>	Phone <u>503-880-8399</u>
Mailing Address <u>P.O. Box 1109</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 _____ Rec'd by _____ Date sent to CC _____ City Council ☐ Approved ☐ Denied Meeting date _____

Attested _____, City Administrator Date _____

PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

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Purpose of Closure	Celebrity Appearance at Event		
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Start Date	10/15/17	End Date	10/15/17
Time to Begin Closure	5:00 PM	Time to Reopen	9:30 PM
Purpose of Closure	Celebrity Appearance at Event on South 2 nd Street		
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)

9/15/17

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 Gretchen Williams Date Signed 09/08/17
 Print Name Gretchen Williams Phone 503-880-8399
 Mailing Address P.O. Box 1109 City, State, Zip St. Helens, OR 97051
 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 _____

Heidi Davis

From: Terry Moss
Sent: Tuesday, September 12, 2017 4:35 PM
To: Gretchen Williams
Cc: Heidi Davis
Subject: RE: Street Closure Consent Form

Heidi,

Please use this email as my virtual signature. Thanks

Terry

From: Gretchen Williams [<mailto:sohtparade2017@gmail.com>]
Sent: Monday, September 11, 2017 5:17 PM
To: Terry Moss <TerryM@ci.st-helens.or.us>; Neal Sheppard <NealS@ci.st-helens.or.us>; Jeff Pricher <jpricher@srfd.us>; jmarks@srfd.us; mgreisen@srfd.us
Subject: Re: Street Closure Consent Form

Good Afternoon.

Attached I have a Street Closure Consent Form that I am requesting your signatures on. I would appreciate it if you would sign the attached form and return it to me via email. as quickly as possible

I have attached 2 maps for your reference as well. Part of the Street Closure I am requesting includes the stairway that leads from the Free Public Parking area near the Olde School and leads up to South 2nd Street.

Please let me know if you have any questions or concerns.

-Gretchen Williams

SHEDCO

 .pdf

CITY STREET CLOSURE CONSENT FORM

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

on behalf of
SHEDCO

Applicant Gretchen Williams Phone 503-880-8399

Name of Event Meet & Treat at Aggie's Date(s) of Event 10/15/17 Time(s) 5:00pm-9:30pm

Street(s) to be closed for event Meet and Treat at Aggie's
Closing South 2nd Street From 295 to 275 plus Staircase Leading to South 2nd Street

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>Knob Hill Review</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>[Signature]</u> Printed name <u>Tana Phemester</u> Date signed <u>09-12-2017</u>
Business name <u>Knob Hill Sweetfree</u> <input checked="" type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>[Signature]</u> Printed name <u>Cheryl Gardner</u> Date signed <u>9/11/2017</u>
Business name <u>295 S. 2nd Street</u> <input type="checkbox"/> I/We consent to street closure <input type="checkbox"/> I/We DO NOT consent to street closure Signature <u>Attempted 9/10/17 9/11/17</u> Printed name <u>9/12/17</u> Date signed <u>Letter mailed 9/13/17</u>
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)**

September 13, 2017

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

RECEIVED

SEP 18 2017

CITY OF ST. HELENS

To Whom It May Concern:

Attached is an application for a street closure for a SHEDCO event being held on 10/15/2017.

The street closure affects 3 residences:

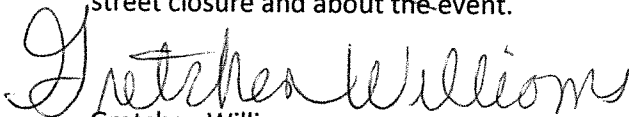
295 South 2nd Street

285 South 2nd Street

275 South 2nd Street

I received signatures and consent from 2 of the home owners. I made several attempts to receive a signature from the residents at 295 South 2nd Street, but I could not get anyone to answer the door. I felt that the home owners were actually at home on at least 2 occasions, but refused to answer the door. Not only did their neighbor say that they were home, but when I knocked and rang the doorbell, I could hear them speaking inside the home.

In an effort to notify them of the street closure, I mailed a letter to their residence giving details of the street closure and about the event.

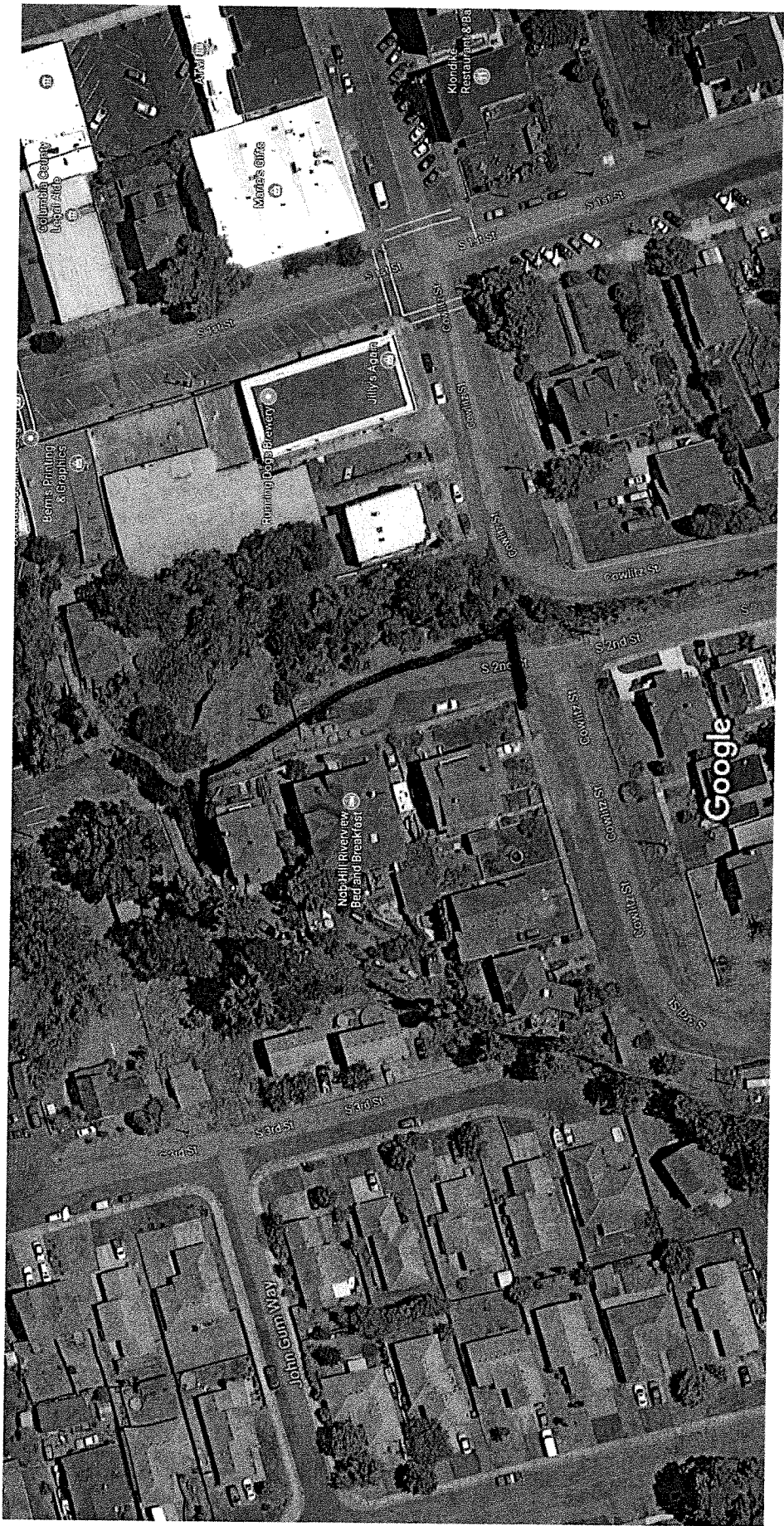


Gretchen Williams

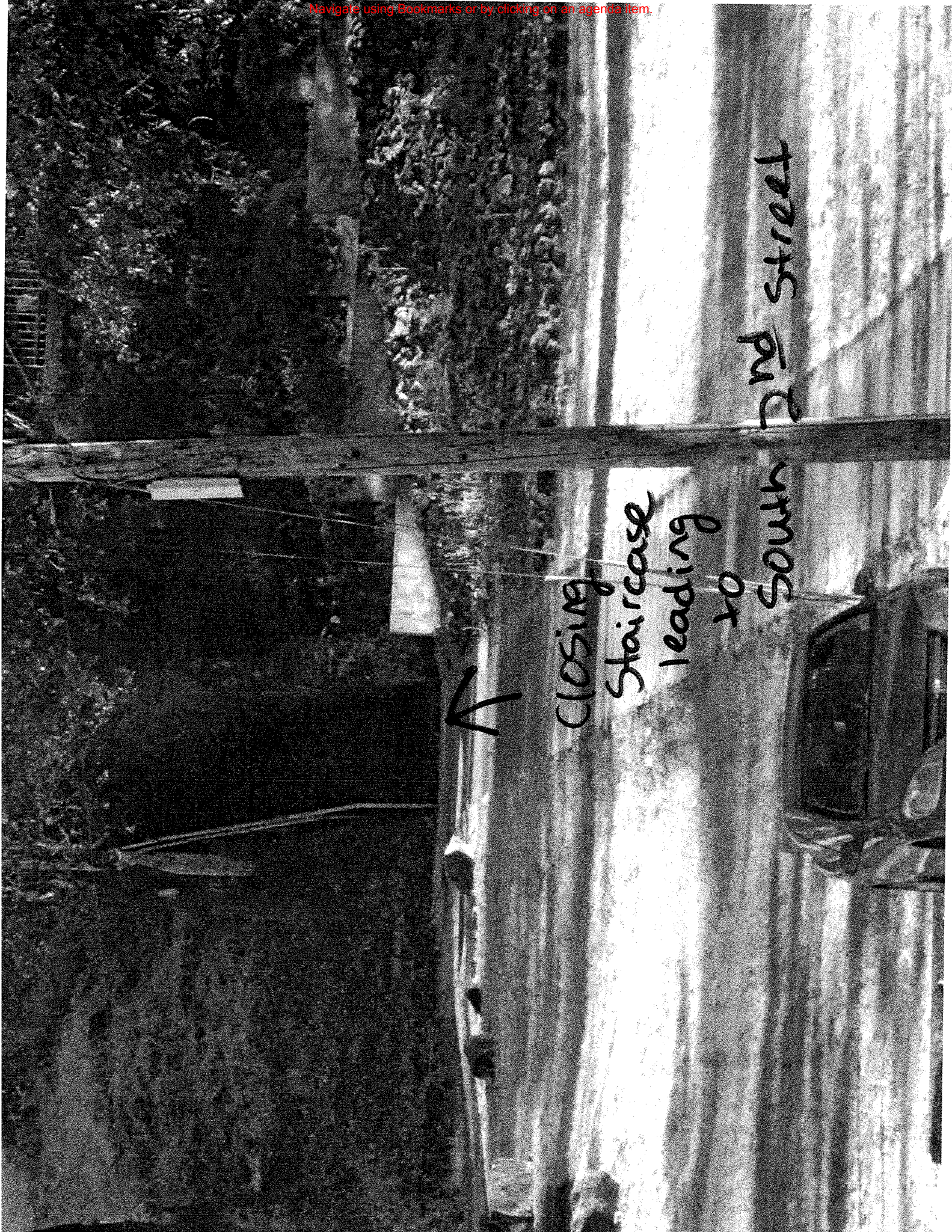
SHEDCO Board Member

(503)880-8399

Google Maps 295 S 2nd St



Closing Street from 295 S. 2nd Street to
275 S. 2nd Street



Closing
Staircase
leading
to

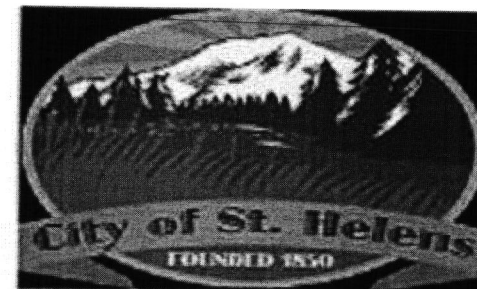
South
2nd Street




Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 09/22/2017 - 2:11PM
 Batch: 00010.09.2017 - AP 9/22/17 FY 17-18 3

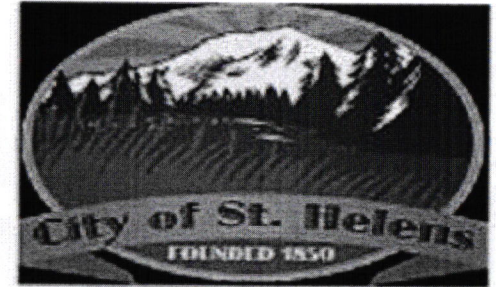


Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
E2C CORPORATION									
E2C									
4116	9/22/2017	5,286.45	0.00	09/22/2017					
201-000-052058 Events - Holloween				THE CHRONICLE ST. HELENS TOURISM EVENTS KX				False	0
4116 Total:		5,286.45							
E2C CORPORATION Tota		5,286.45							
Report Total:		5,286.45							

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 09/28/2017 - 11:20AM
 Batch: 00009.09.2017 - AP 9/29/17 FY 17-18



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference	JE 202		
ADVANCED ELECTRICAL TECHNOLOGIES									
000693									
206829	9/7/2017	2,855.50	0.00	09/29/2017				False	0
601-732-052001	Operating Supplies				ELECTRICAL WORK WFF				
	206829 Total:	2,855.50							
	ADVANCED ELECTRICA	2,855.50							
BULLARD LAW									
004880									
30139	9/11/2017	684.00	0.00	09/29/2017				False	0
100-705-052019	Professional Services				LEGAL SERVICES GENERAL LABOR				
30139	9/11/2017	1,140.00	0.00	09/29/2017				False	0
100-708-052019	Professional Services				LEGAL SERVICES GENERAL LABOR				
	30139 Total:	1,824.00							
	BULLARD LAW Total:	1,824.00							
CARY, DAN									
CARYD									
09272017	9/27/2017	90.00	0.00	09/29/2017				False	0
100-710-052011	Public Information				PLANNING COMMISSION STIPENDS				
	09272017 Total:	90.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
CARY, DAN Total:		90.00							
CASCADE CONCRETE PRODUCTS,INC.									
005925									
68965	9/12/2017	201.00	0.00	09/29/2017				False	0
605-000-052001	Operating Supplies			TYPE 1 RISER					
68965 Total:		201.00							
CASCADE CONCRETE P		201.00							
CENTURY LINK									
034002									
09172017	9/17/2017	40.71	0.00	09/29/2017				False	0
702-000-052010	Telephone			369B WATER PUBLIC WORKS					
09172017	9/17/2017	20.35	0.00	09/29/2017				False	0
603-737-052010	Telephone			025B WWTP					
09172017	9/17/2017	20.36	0.00	09/29/2017				False	0
603-736-052010	Telephone			025B WWTP					
09172017 Total:		81.42							
CENTURY LINK Total:		81.42							
CENTURY LINK- ACCESS BILLING									
034004									
3263X201S17257	9/14/2017	82.22	0.00	09/29/2017				False	0
702-000-052010	Telephone			01S3 WFF					
3263X201S17257 Total:		82.22							
3263X204S17254	9/11/2017	82.22	0.00	09/29/2017				False	0
702-000-052010	Telephone			04S3 POLICE					
3263X204S17254 Total:		82.22							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
CENTURY LINK- ACCES		164.44							
CINTAS CORPORATION									
037620									
5008831277	9/20/2017	128.92	0.00	09/29/2017				False	0
100-708-052001 Operating Supplies		CABINET REFILL PARKS							
5008831277 Total:		128.92							
5008831278	9/20/2017	31.23	0.00	09/29/2017				False	0
603-736-052001 Operating Supplies		CABINET REFILL WWTP							
5008831278	9/20/2017	31.24	0.00	09/29/2017				False	0
603-737-052001 Operating Supplies		CABINET REFILL WWTP							
5008831278 Total:		62.47							
5008831279	9/20/2017	181.02	0.00	09/29/2017				False	0
100-715-052004 Office Supplies		CABINET REFILL CITY HALL							
5008831279 Total:		181.02							
CINTAS CORPORATION		372.41							
CINTAS CORPORATION-463									
006830									
463135875	8/7/2017	48.61	0.00	09/29/2017				False	0
703-734-052023 Facility Maintenance		MATS							
463135875 Total:		48.61							
463135877	8/7/2017	106.56	0.00	09/29/2017				False	0
603-736-052023 Facility Maintenance		MATS							
463135877 Total:		106.56							
463143087	8/21/2017	48.61	0.00	09/29/2017				False	0
703-734-052023 Facility Maintenance		MATS							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
463143087 Total:		48.61							
463143089	8/21/2017	106.56	0.00	09/29/2017				False	0
603-737-052023	Facility Maintenance			MATS					
463143089 Total:		106.56							
463157519	9/18/2017	48.61	0.00	09/29/2017				False	0
703-734-052023	Facility Maintenance			MATS					
463157519 Total:		48.61							
CINTAS CORPORATION		358.95							
CITY OF ST. HELENS									
ST.HELEN									
09212017	9/21/2017	100.00	0.00	09/29/2017				False	0
100-703-052041	Council Discrenary			002279-000 DISCOUNT SILENT AUCTION					
09212017 Total:		100.00							
CITY OF ST. HELENS To		100.00							
COHEN, GREG									
COHEN									
09272017	9/27/2017	90.00	0.00	09/29/2017				False	0
100-710-052011	Public Information			PLANNING COMMISSION STIPENDS					
09272017 Total:		90.00							
COHEN, GREG Total:		90.00							
COMCAST									
COMCAST									
09142017	9/14/2017	96.99	0.00	09/29/2017				False	0
702-000-052003	Utilities			9228					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
09142017 Total:		96.99							
COMCAST Total:		96.99							
E2C CORPORATION									
E2C									
4117	9/25/2017	3,529.96	0.00	09/29/2017				False	0
201-000-052058 Events - Halloween				SQ ART HOUSE TALENT FEE DES DESIGN TOSCANO					
4117 Total:		3,529.96							
4118	9/25/2017	10,000.00	0.00	09/29/2017				False	0
201-000-052019 Professional Services				TINA CURRY CONSULTING MARKETING MONTHLY					
4118 Total:		10,000.00							
4120	9/27/2017	2,500.00	0.00	09/29/2017				False	0
201-000-052058 Events - Halloween				50 % DEPOSIT CAMERA AUDIO VISUAL					
4120 Total:		2,500.00							
4121	9/27/2017	1,868.64	0.00	09/29/2017				False	0
201-000-052058 Events - Halloween				HUDSON GARGABE SERVICE					
4121 Total:		1,868.64							
4122	9/27/2017	5,000.00	0.00	09/29/2017				False	0
201-000-052058 Events - Halloween				TALENT FEE					
4122 Total:		5,000.00							
E2C CORPORATION Tota		22,898.60							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
32946	9/7/2017	386.76	0.00	09/29/2017				False	0
701-000-052001 Operating Supplies				ROCK LAMONT ST DRAIN					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
32946 Total:		386.76							
32958	9/11/2017	399.09	0.00	09/29/2017				False	0
605-000-052001 Operating Supplies ROCK									
32958 Total:		399.09							
32966	9/12/2017	133.13	0.00	09/29/2017				False	0
605-000-052001 Operating Supplies ROCK LAMONT ST DRAIN									
32966 Total:		133.13							
33002	9/18/2017	128.75	0.00	09/29/2017				False	0
601-731-052001 Operating Supplies ROCK									
33002 Total:		128.75							
EAGLE STAR ROCK PRO		1,047.73							
ENVIRO-CLEAN EQUIPMENT									
011455									
5929398	9/12/2017	490.44	0.00	09/29/2017				False	0
701-000-052001 Operating Supplies BROOM MOTOR BRACKET CHS									
5929398 Total:		490.44							
ENVIRO-CLEAN EQUIPM		490.44							
EVERBANK COMMERCIAL FINANCE INC									
03522									
09212017	9/21/2017	150.00	0.00	09/29/2017				False	0
100-715-052021 Equipment Maintenance CONTRCT 41452028									
09212017 Total:		150.00							
EVERBANK COMMERC		150.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
FARRINGTON, JENN									
FAR									
09272017	9/27/2017	34.12	0.00	09/29/2017				False	0
203-716-052076	Gateway Project - Phase 2			GATEWAY PHASE 2 RIBBON CUTTING / GRAFITI PAI					
09272017	9/27/2017	59.05	0.00	09/29/2017				False	0
203-716-052069	Summer Arts in the Park			GATEWAY PHASE 2 RIBBON CUTTING / GRAFITI PAI					
09272017 Total:		93.17							
FARRINGTON, JENN Tot		93.17							
H.D. FOWLER CO.									
012650									
I4609495	8/23/2017	143.20	0.00	09/29/2017				False	0
601-731-052001	Operating Supplies			PVC HANDPUMP					
I4609495 Total:		143.20							
I4630296	9/13/2017	326.00	0.00	09/29/2017				False	0
601-731-052001	Operating Supplies			MATERIALS MARKING PAINT					
I4630296 Total:		326.00							
I4631437	9/13/2017	1,481.24	0.00	09/29/2017				False	0
601-731-052001	Operating Supplies			MATERIALS CLOW PARTS					
I4631437 Total:		1,481.24							
H.D. FOWLER CO. Total:		1,950.44							
HUBBARD, RUSSELL									
HUBBAR.R									
09272017	9/27/2017	90.00	0.00	09/29/2017				False	0
100-710-052011	Public Information			PLANNING COMMISSION STIPENDS					
09272017 Total:		90.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
HUBBARD, RUSSELL To		90.00							
INGRAM LIBRARY SERVICES, INC.									
016240									
30411101	9/14/2017	16.16	0.00	09/29/2017				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
30411101 Total:		16.16							
30411102	9/14/2017	552.27	0.00	09/29/2017				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
30411102 Total:		552.27							
30432853	9/17/2017	116.19	0.00	09/29/2017				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
30432853 Total:		116.19							
30432854	9/17/2017	43.84	0.00	09/29/2017				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
30432854 Total:		43.84							
30432855	9/17/2017	155.07	0.00	09/29/2017				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
30432855 Total:		155.07							
30479187	9/19/2017	7.00	0.00	09/29/2017				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
30479187 Total:		7.00							
30479188	9/19/2017	13.63	0.00	09/29/2017				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
30479188 Total:		13.63							
30479189	9/19/2017	603.47	0.00	09/29/2017				False	0
100-706-052035 Audio Materials				BOOKS 20C7921					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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30479189 Total:		603.47							
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INGRAM LIBRARY SERV		1,507.63							
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KNEZ INSULATION COMPANY LLC									
017624									
09202017	9/20/2017	60.00	0.00	09/29/2017				False	0
100-000-035002 Business Licenses				REFUND OVERPAYMENT BUS LIC					
<hr/>									
09202017 Total:		60.00							
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KNEZ INSULATION COM		60.00							
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KNIFE RIVER									
017628									
1755857	8/18/2017	141.35	0.00	09/29/2017				False	0
704-000-053012 Parks - Nob Hill				RIVER SAND NOB HILL					
<hr/>									
1755857 Total:		141.35							
<hr/>									
1768517	9/11/2017	185.46	0.00	09/29/2017				False	0
100-708-052001 Operating Supplies				ROCK					
<hr/>									
1768517 Total:		185.46							
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KNIFE RIVER Total:		326.81							
<hr/>									
LANCE, CLAYTON J.									
007544									
10	9/27/2017	1,615.00	0.00	09/29/2017				False	0
100-704-052019 Professional Services				CITY PROSECUTOR 9/21-9/27					
<hr/>									
10 Total:		1,615.00							
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LANCE, CLAYTON J. Tot		1,615.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
LAND DEVELOPMENT SERVICES, COLUMBIA COUNTY									
007550									
AUGUST 2017	9/20/2017	1,162.50	0.00	09/29/2017				False	0
100-711-052019 Professional Services				MIKE SMITH INSPECTIONS					
	AUGUST 2017 Total:	1,162.50							
	LAND DEVELOPMENT S	1,162.50							
LAWRENCE, KATHRYN									
LAWREN.K									
09272017	9/27/2017	90.00	0.00	09/29/2017				False	0
100-710-052011 Public Information				PLANNING COMMISSION STIPENDS					
	09272017 Total:	90.00							
	LAWRENCE, KATHRYN	90.00							
LIBRARY IDEAS, LLC									
018424									
56689	9/30/2017	3,090.00	0.00	09/29/2017				False	0
100-706-052032 Digital Resources				FREEGAL MUSIC SUBS					
	56689 Total:	3,090.00							
	LIBRARY IDEAS, LLC To	3,090.00							
MAILBOXES NORTHWEST									
019366									
09012017	9/1/2017	123.52	0.00	09/29/2017				False	0
100-705-052009 Postage				POSTAGE WIREWEEKS FORENSICS LAB AZON ENT					
	09012017 Total:	123.52							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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MAILBOXES NORTHWE		123.52							
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MIDWEST TAPE									
020427									
95396944	9/14/2017	37.29	0.00	09/29/2017				False	0
100-706-052035 Audio Materials				ADB					
<hr/>									
95396944 Total:		37.29							
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95417709	9/21/2017	88.97	0.00	09/29/2017				False	0
100-706-052034 Visual Materials				DVD					
<hr/>									
95417709 Total:		88.97							
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MIDWEST TAPE Total:		126.26							
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NORTHSTAR CHEMICAL, INC.									
021556									
109844	9/20/2017	462.52	0.00	09/29/2017				False	0
601-732-052083 Chemicals				SODIUM HYPOCHLORITE 12.5 %					
<hr/>									
109844 Total:		462.52							
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NORTHSTAR CHEMICAL		462.52							
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PACIFIC STAINLESS PRODUCTS, INC.									
PACIFICS									
13204TR-IN	9/18/2017	112.00	0.00	09/29/2017				False	0
201-000-052057 Events - Fireworks				PIPE 16' LONG					
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13204TR-IN Total:		112.00							
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PACIFIC STAINLESS PRO		112.00							

PEARL LAW LLC

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
02541									
07192017	7/19/2017	120.00	0.00	09/29/2017				False	0
100-704-052019 Professional Services				SHENE GARRISON					
	07192017 Total:	120.00							
	PEARL LAW LLC Total:	120.00							
PETERSEN, WILLIAM AL									
PETER.WA									
09272017	9/27/2017	60.00	0.00	09/29/2017				False	0
100-710-052011 Public Information				PLANNING COMMISSION STIPENDS					
	09272017 Total:	60.00							
	PETERSEN, WILLIAM A	60.00							
PHILLIPS, CYNTHIA									
025515									
09262017	9/26/2017	2,103.75	0.00	09/29/2017				False	0
100-704-052019 Professional Services				JUDICIAL SERVICES					
	09262017 Total:	2,103.75							
	PHILLIPS, CYNTHIA Tot	2,103.75							
RHIZA A+D									
002788									
04	9/25/2017	3,500.00	0.00	09/29/2017				False	0
203-716-052076 Gateway Project - Phase 2				DELIVERY AND INSTALLATION SALMON TREE CYC					
	04 Total:	3,500.00							
	RHIZA A+D Total:	3,500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
ROSS RECREATION EQUIP. CO, INC									
028090									
I11647	9/26/2017	347.80	0.00	09/29/2017				False	0
100-708-052001 Operating Supplies				ST. HELENS PARKS CABLECORE					
I11647 Total:		347.80							
ROSS RECREATION EQU		347.80							
RUBENS LAWN SERVICE, JENNIFER MEABE									
028033									
0001204	9/24/2017	105.00	0.00	09/29/2017				False	0
100-705-052019 Professional Services				SEPTEMBER LAWN SERVICES POLICE					
0001204 Total:		105.00							
RUBENS LAWN SERVIC		105.00							
SCAPPOOSE SAND & GRAVEL									
030050									
20359	9/18/2017	200.00	0.00	09/29/2017				False	0
202-723-052023 Facility Maintenance				DUMP FEES DIRTY CONCRETE					
20359 Total:		200.00							
20402	9/19/2017	200.00	0.00	09/29/2017				False	0
202-723-052023 Facility Maintenance				DUMP FEES DIRTY CONCRETE					
20402 Total:		200.00							
20445	9/20/2017	150.00	0.00	09/29/2017				False	0
202-723-052023 Facility Maintenance				DUMP FEES DIRTY CONCRETE					
20445 Total:		150.00							
20487	9/21/2017	50.00	0.00	09/29/2017				False	0
202-723-052023 Facility Maintenance				DUMP FEES DIRTY CONCRETE					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	20487 Total:	50.00							
T19804	8/28/2017	85.05	0.00	09/29/2017				False	0
603-735-052001	Operating Supplies				SALT AND PEPPER BY THE TON				
	T19804 Total:	85.05							
T20369	9/19/2017	134.00	0.00	09/29/2017				False	0
201-000-052058	Events - Holloween				SAND BY THE TON				
	T20369 Total:	134.00							
T20416	9/20/2017	243.39	0.00	09/29/2017				False	0
201-000-052058	Events - Holloween				SAND BY THE TON				
	T20416 Total:	243.39							
T20458	9/21/2017	500.06	0.00	09/29/2017				False	0
201-000-052058	Events - Holloween				SAND BY THE TON				
	T20458 Total:	500.06							
	SCAPPOOSE SAND & GR	1,562.50							
SEMLING, SHIELA									
SMLNG.SH									
09272017	9/27/2017	90.00	0.00	09/29/2017				False	0
100-710-052011	Public Information				PLANNING COMMISSION STIPENDS				
	09272017 Total:	90.00							
	SEMLING, SHIELA Total	90.00							
SKINNER, CAROLINE L.									
SKINN.CA									
09192017	9/19/2017	25.00	0.00	09/29/2017				False	0
100-703-052041	Council Discrenary				REIMB FRIENDS OF NOB HILL CAROLINE ANNUAL :				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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09192017 Total:		25.00							
SKINNER, CAROLINE L		25.00							
SUPERIOR TIRE SERVICES									
032774									
6453894	9/14/2017	1,239.00	0.00	09/29/2017				False	0
701-000-052001 Operating Supplies				TIRES					
6453894 Total:		1,239.00							
6454441	9/22/2017	72.50	0.00	09/29/2017				False	0
701-000-052001 Operating Supplies				TIRES					
6454441 Total:		72.50							
SUPERIOR TIRE SERVIC		1,311.50							
U.S. BANK EQUIPMENT FINANCE									
033955									
339634297	9/14/2017	150.00	0.00	09/29/2017				False	0
100-715-052021 Equipment Maintenance				CONTRACT KYOCERA					
339634297 Total:		150.00							
339978868	9/19/2017	99.00	0.00	09/29/2017				False	0
100-715-052021 Equipment Maintenance				CONTRACT KYOCERA M12495					
339978868 Total:		99.00							
U.S. BANK EQUIPMENT		249.00							
VERNON, VICKI R.									
034920									
09262017	9/26/2017	208.00	0.00	09/29/2017				False	0
100-705-052019 Professional Services				ISAAC STEARNS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
09262017	9/26/2017	132.00	0.00	09/29/2017				False	0
100-705-052019 Professional Services				LOGAN JOHANNSEN					
09262017 Total:		340.00							
VERNON, VICKI R. Total		340.00							
WEBSTER, AUDREY									
WEBSTERA									
09272017	9/27/2017	90.00	0.00	09/29/2017				False	0
100-710-052011 Public Information				PLANNING COMMISSION STIPENDS					
09272017 Total:		90.00							
WEBSTER, AUDREY Tot		90.00							
WILCOX & FLEGEL									
037003									
C023454-IN	9/21/2017	99.41	0.00	09/29/2017				False	0
703-734-052022 Fuel / Oil				SHOP FUEL 44.800					
C023454-IN Total:		99.41							
WILCOX & FLEGEL Tota		99.41							
Report Total:		51,635.29							