



City of St. Helens COUNCIL AGENDA

Wednesday, December 20, 2017
City Council Chambers, 265 Strand Street, St. Helens

City Council Members

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

Welcome!

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

1. **6:00PM – PUBLIC HEARING: Street Vacation of Portions of N. 1st St. (SH Marina LLC)**
2. **7:00PM - CALL REGULAR SESSION TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **VISITOR COMMENTS – *Limited to five (5) minutes per speaker.***
5. **DELIBERATIONS: Street Vacation of Portions of N. 1st Street (St. Helens Marina LLC)**
6. **RESOLUTIONS**
 - Public Comments – Proposed Increase in Planning Department Fees**
 - A. **Resolution No. 1808:** A Resolution of the St. Helens City Council to Set Planning Department Fees
 - Public Comments – Proposed Increase in Utility Rates**
 - B. **Resolution No. 1809:** A Resolution to Establish Water, Sewer, Storm Drainage Utility Rates and Administrative Rules
7. **AWARD PUSH CAMERA PURCHASE TO GENERAL EQUIPMENT, INC. FOR \$10,800**
8. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
 - A. Agreement with City of Portland for Field and Lab Analytical Services for WWTP
 - B. Extension of Agreement with E2C Corp. for Special Event Management
 - C. Agreement with Oregon State Marine Board for Repair of Boat Used to Access Sand Island
 - D. Contract Payments
9. **APPOINTMENTS TO CITY BOARDS & COMMISSIONS**
10. **CONSENT AGENDA FOR ACCEPTANCE**
 - A. Parks Commission Minutes dated October 9, 2017
 - B. Planning Commission Minutes dated October 10, 2017
11. **CONSENT AGENDA FOR APPROVAL**
 - A. Council Work Session, Public Hearing and Regular Session Minutes dated November 15, 2017
 - B. Animal Facility Licenses
 - C. Declare Surplus Property – Various Items
 - D. Accounts Payable Bill Lists



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

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

**CITY OF ST. HELENS PLANNING DEPARTMENT
STAFF REPORT
VAC.2.17**

DATE: December 12, 2017
To: City Council
FROM: Jacob A. Graichen, AICP, City Planner
PETITIONER: St. Helens Marina, LLC
PROPOSAL: Vacation of public right-of-way described as follows:

The west 15 feet of the N. 1st Street right-of-way abutting Lots 14-18, Block 16 of the St. Helens Subdivision, City of St. Helens, Columbia County, Oregon; and

The east 15 feet of the N. 1st Street right-of-way abutting Lots 5-11 (except the portion dedicated as public right-of-way per Columbia County Instrument No. 2013-8361), Block 13 of the St. Helens Subdivision, City of St. Helens, Columbia County, Oregon.

The purpose of this vacation is for **additional parking** per the petitioner's petition.

PUBLIC HEARING & NOTICE

Hearing date: December 20, 2017 before the City Council

Notice of this proposed street vacation was Published in the Chronicle on December 6, 2017 and December 13, 2017. Staff posted a copy of the notice at or near each end of the proposed street vacation areas on December 1, 2017.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.32.030(5): Whenever any street is lawfully vacated, and when the lands within the boundaries thereof attach to and become a part of lands adjoining such street, the lands formerly within the vacated street shall automatically be subject to the same zoning district designation that is applicable to lands to which the street attaches.

SHMC 17.136.220—Vacation of Streets: All street vacations shall comply with the procedures and standards set forth in ORS Chapter 271 and applicable local regulations.

Discussion: The above two excerpts are the only places where vacations are specifically mentioned in the St. Helens Municipal Code. The Municipal Code does not set forth any additional approval criteria other than those per State law below.

Oregon Revised Statutes, ORS 271.120 – Street Vacation Approval Criteria

... the governing body shall hear the petition and objections and shall determine whether the consent of the owners of the requisite area has been obtained, whether

notice has been duly given and whether the public interest will be prejudiced by the vacation of such plat or street or parts thereof. If such matters are determined in favor of the petition the governing body shall by ordinance make such determination a matter of record and vacate such plat or street; otherwise it shall deny the petition. The governing body may, upon hearing, grant the petition in part and deny it in part, and make such reservations, or either, as appear to be for the public interest.

Discussion:

- **Have there been any objections or other comments submitted regarding this request?**

CRPUD responded: “we have facilities that appear to be within both areas of the vacation and therefore request an easement (either a PUE or one that is specific to CRPUD).”

Comcast responded: “Comcast has facilities in the current right-of-way requested to be vacated. We would require an easement to maintain our facilities.”

City Engineering: Because of recent completion of storm drainage improvements just north of the proposed right-of-way vacation, there is a much higher probability that further development of the N. 1st Street and Wyeth Street rights-of-way will occur. It has been a longstanding goal of the City Council to provide some emergency egress from the marina area out to N. 2nd Street. To accomplish this, areas beyond the typical 50-foot ROW width would likely be required to accommodate the changes in grade. Therefore, if the ROW vacation were to be granted an easement over the full width of the vacated section would be highly desirable, if not essential, for grading and possible infrastructure construction, such as retaining walls. Because there is no specific development plan proposed for the proposed vacated areas, it is not known how the land would be used by the property owner(s) and if it would conflict with future street development.

- **Has the consent of the owners of the requisite area been obtained?**

Pursuant to ORS 271.080(2), the consent of the owners of all abutting property and not less than two-thirds in area of the real property affected area (i.e. an area 200 feet parallel to and on both sides of the portion of street r.o.w. to be vacated and 400 feet along its course beyond each terminus of the portion of street r.o.w. to be vacated) is required. **The applicant submitted documentation showing 100% consent of all property owners abutting the portion of street right-of-way to be vacated and 73.2% of the affected area.**

- **Has notice been duly given?**

Notice requirements are set forth by ORS 271.110. This requires published notice to occur once each week for two consecutive weeks prior to the hearing and posted notice within five days after the first date of published notice. The posting and first day of publication notice is required to be at least 14 days before the hearing. The notice requirements have been met (see PUBLIC HEARING & NOTICE above).

* * * * *

- **Will the public interest be prejudiced by the proposed street vacation?**

Right-of-way width: How much do we need? The first thing to look at is how the City classifies the street. The City's Transportation Systems Plan classifies N. 1st Street at this location as a local street. The normal minimum width for a local classified street is 50'. The right-of-way width at this location is 80' and 15' on either side is proposed for vacation, which would leave 50'.

However, right-of-way can have many benefits for public use. For example, previously, the Council has noted the potential of using this area for public parking. If a road (without curb /sidewalk) was in place with two 12' wide travel lanes and perpendicular parking (9' x 18' space) on each side, the City would need at least 18+12+12+18 or 60 feet. This is merely one example.

Another consideration is the underdeveloped state of the right-of-way and its potential (note comments from City Engineering above). For example, there is potential to make a street connection using this stretch of right-of-way between the alley and Wyeth Street. There is also potential to connect to N. 2nd Street via the Wyeth Street right-of-way. Given the potential for this to be an improved street, especially considering that the properties lying on the west side of this portion of N. 1st Street are underdeveloped (zoned AR where greater dwelling unit density is possible), the City doesn't want to give up land that could hinder the ability to place an improved street here.

Not knowing future finished grades and that this area is not a finished grade for road purposes the areas to be vacated could be used, at least in part, for a finished road, road construction, or road maintenance. So easements could be reserved for the road, but that adds complexity for public improvements and use, which can be viewed as public interest prejudice.

Access: As mentioned above, having an improved street at this location is not out of the question. Today, you could at least walk without trespass around the entire block (N. River→Alley→N. 1st Street→Wyeth Street) except a physical pinch point at Wyeth and N. 1st by a recently installed travel trailer/RV park.



Above left: the alley shown here is 20' wide in right-of-way and improved width. **Above right:** this access recently installed for a travel trailer/RV park is within public right-of-way. It is approximately 20.71' at the narrowest point.

Both of these provide legal public access (from N. River Street) to each end of the area proposed to be vacated. There is one physical obstacle that remains however, as noted below.

One important thing to note about the alley is the requirement per SHMC 17.152.030(17) where alleys are required to have radii of at least 12 feet at corners. Such is the case now, but the radius would have to be in place for any dedication. Due to added legal description complexity, the applicant would need to provide a legal description for the City to vacate the right-of-way, should the request be approved.



Above left/right: Area was excavated and paved for access and maneuvering to/for the recently constructed travel trailer/RV park visible in these photos. The corner shown by the yellow lines shows the intersection of the N. 1st Street and Wyeth Street rights-of-way. As you can see, the only way to access N. 1st from this point, without trespass, would be to climb the rock. For easier pedestrian access or any vehicular access, more rock will need to be excavated.

Allowing the vacation as proposed with the rock in place would create additional obstacle to make a good useable connection between these two rights-of-way. So the Council could deny this portion of vacation, amend it such that the area vacated is less than requested, or require the rock to be brought to grade, at the expense of the applicant, to the satisfaction of the City.



Above left/right: Sheds and fencing can be obstructions to utility and public access. Per SHMC 12.20.020, the City has jurisdiction and regulatory control over public rights-of-way. Per SMC 12.20.040 no person may occupy or encroach on a public right-of-way without the permission of the City.

This could be a question of Council tolerance or lack thereof. The current sheds and fencing could be an obstacle for utility provider access, but it could be much worse. Also, public access is allowed here, but such things suggest otherwise. That said, the council could require the obstructions and such be removed as part of vacation approval.

Utilities: Public utilities are scattered throughout the subject right-of-way area. City water, storm and sanitary sewer are present. At least storm and sanitary sewer are impacted, as far as City utilities are concerned.

Also note the comments from other utility providers above.

Trees: Trees within the public right-of-way are afforded some protection as “public trees” per St. Helens Municipal Code Section 8.12.090. There are two large Douglas fir trees and at least one may fall outside the right-of-way if this vacation request was approved. If this was the case, it would no longer be protected as a public tree unless the city reserved some type of tree easement.

CONCLUSION & RECOMMENDATION

The Council has many options, but there are three generally: 1) approve the request in its entirety, 2) approve a portion of the request, 3) deny the request.

- 1) **APPROVE IN FULL.** If the Council approves the request in full staff recommends the following:

REQUIRE:

- a. Public Utility Easement over all areas to be vacated.
- b. An easement for roadway use, construction and maintenance over all areas proposed to be vacated.
- c. Applicant to provide legal description that provides the required alley corner radius.

CONSIDER:

- d. All fencing, no trespassing signs and buildings within the right-of-way to be removed. If buildings will be placed on property (as opposed to removal from the premises all together), placement shall be lawful in accordance with the Development and Building Codes, including obtainment of all necessary permits. All required before any ordinance to enact the Vacation, and should be done within a specified timeframe (e.g., three months).
- 2) APPROVE IN PART. This includes the same recommended requirements and consideration as option #1, but excludes the portion abutting Lot 11, Block 13.

This is where the ROW passageway pinch point is at due to remaining rock not excavated for the new RV/travel trailer park there.

- 3) DENY. The reservations of various easements for utilities, roadway, trees and such does the same thing as a right-of-way. So why burden future efforts of the city with two types of circumstances (right-of-way and easement) for this area which could be used for a public purpose. Especially since easements would burden the entire areas to be vacated.

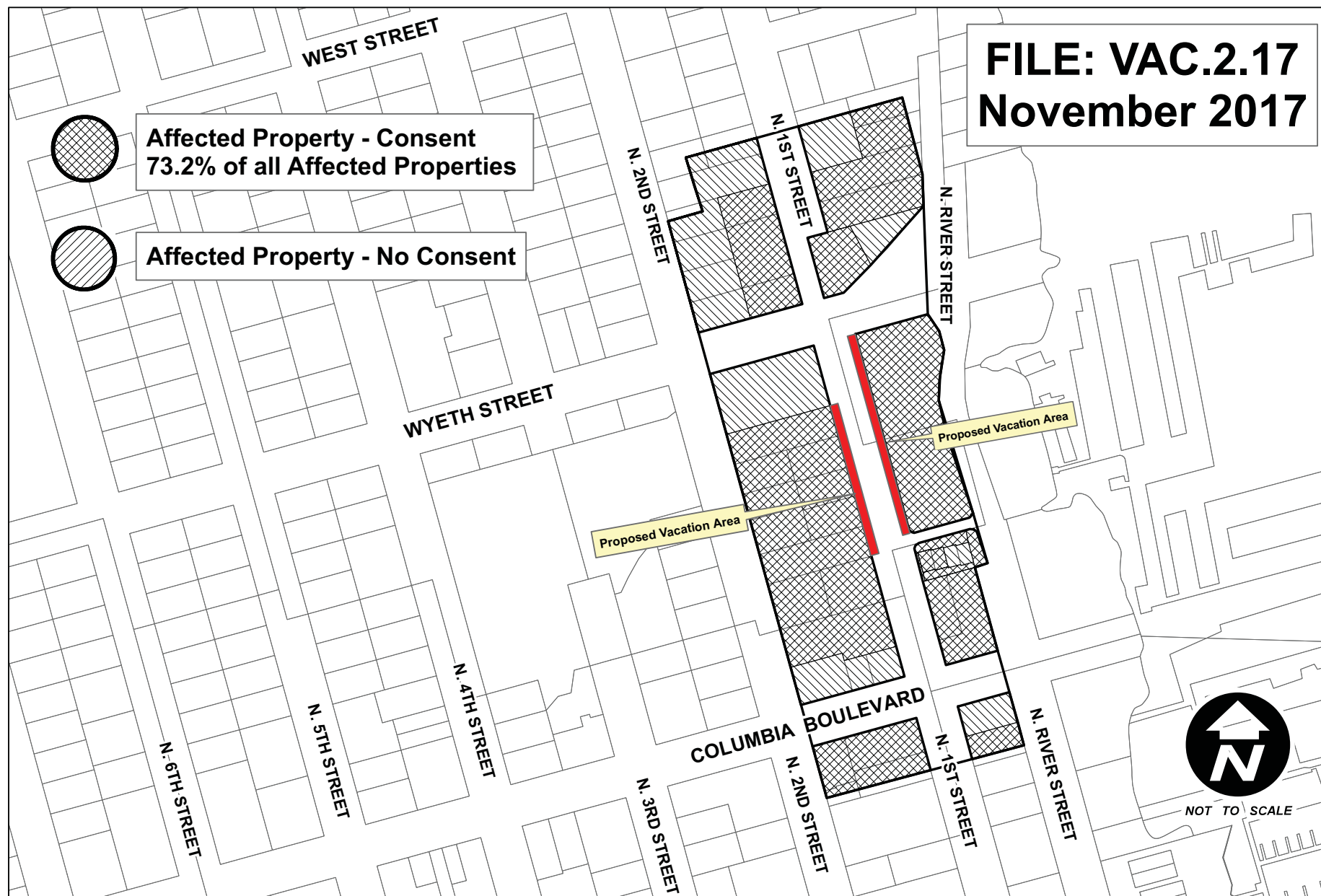
The key standard for approval of a right-of-way vacation if it will prejudice the public interest or not. Given the easements necessary to approve, which just adds complications to things and no actual proposal to justify the request, **the proposal harms public interest baselessly. As such staff recommends denial.**

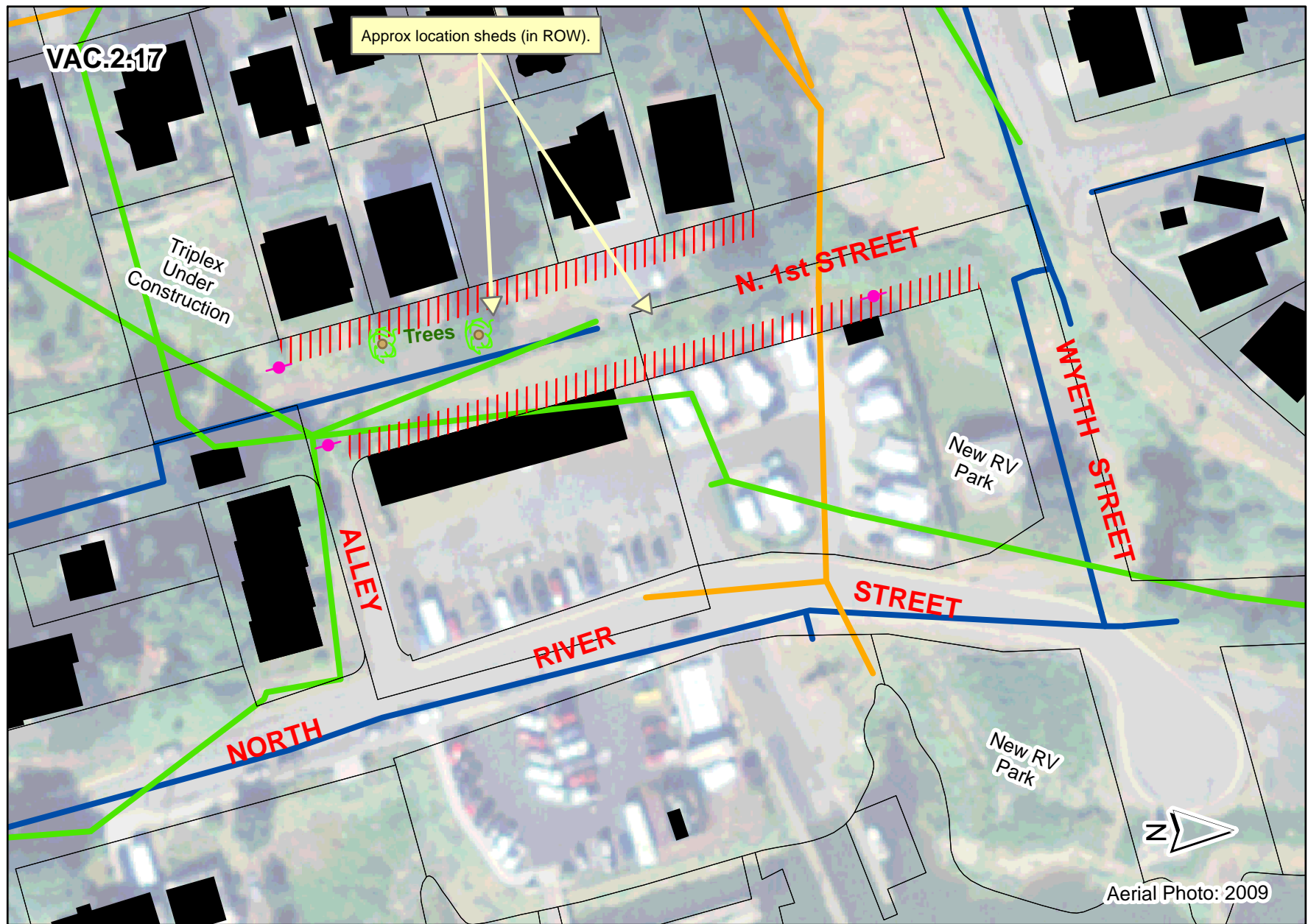
There is no genuine proposal to base this vacation request on. The applicant notes “additional parking” as the basis for the request, but provides no indication how this will be achieved, especially given the topographic circumstances.

ORS 217.200 reads in part:

*...the applicant must petition the governing body of the city or town involved, **setting forth the particular circumstances of the case**, giving a definite description of the property sought to be vacated, **or of the right, use or occupancy sought to be obtained**, and the names of the persons to be particularly affected thereby.*

There is no compelling argument to warrant this request in light of the complexity it adds to the City and utility companies if this vacation is granted in whole or in part.















City of St. Helens
RESOLUTION NO. 1808

**A RESOLUTION OF THE ST. HELENS CITY COUNCIL TO
SET PLANNING DEPARTMENT FEES**

WHEREAS, Ordinance No. 3095 authorizes the City Council to establish Planning Department fees by resolution; and

WHEREAS, the City Council and staff finds it necessary from time to time to review these fees and adjust them accordingly based on the current estimated and actual costs of materials, staff time, etc.

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

Section 1. The Planning Department fees set forth in the exhibit, attached, are hereby adopted.

Section 2. This Resolution supersedes Resolution No. 1764 and any previous Resolution setting forth Planning Department fees.

Section 3. This Resolution is effective January 1, 2018.

Approved and adopted by the City Council on December 20, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder



PLANNING DEPARTMENT FEE SCHEDULE

Accessory Structure (detached)	\$53
Amended decision (post amendment of proposed decision)	\$264
Amendment	
Quasi-judicial or Legislative	\$1,056
+Deposit for special notice (covers mailing expense); and/or	\$3,131 (D)
+Deposit for proposed text amendments	\$3,131 (D)
Annexation	
Annexation application (consent to annex)	\$1,056 + \$53/acre
+Election deposit (to cover election costs if applicable)	\$3,131 (D)
Appeal	
Administrative decision	\$250 ¹
Non-administrative decision (excludes cost of transcript, see below)	\$528
Expedited Land Partition or Subdivision	\$300 ¹ (D)
Home Occupation	60% / applicable fee ²
+Transcript deposit (for non-administrative appeal)	\$500 ¹ (D)
Building Permit Planning Release (fee associated with building permits)	\$55
Conditional Use Permit	
Minor Modification of Major CUP	\$264
Minor Modification of existing use (value of project <\$10,000)	\$264
Minor Modification of existing use (value of project >\$10,000)	\$317
Major (value of project is <\$250,000)	\$528
Major (value of project is \$250,000 to \$500,000)	\$687
Major (value of project \$500,000 to \$1,000,000)	\$845
Major (value of project >\$1,000,000)	Project Value x \$0.000793 + \$264 ³
Development Agreement or Contract (in add. to other application fees)	\$3,131
Easement Extinguishment (per ORS 221.725)	\$528
Expedited Land Division	Application fees same as Partition or Subdivision ²

Historic Resource Review	\$53
Home Occupation	
Type I	\$80
Type II	\$158
Land Use Letter / Planning Director Signature	\$13
Lot Line Adjustment	\$264 + \$53/acre
Measure 49	\$3,131
Notice (not as required, but requested—must be renewed annually)	\$23/calendar year
Partition	
Preliminary Plat	\$528 + \$28/parcel
Final Plat	\$53 + \$14/parcel
Planned Development (fee is same as use—e.g., SUB, SDR, CUP)	n/a
Recordation fee	Same as County Clerk
Referral of administrative decision to Planning Commission	+\$158 to base fee(s)
Revocation	\$264
Sensitive Lands Permit	
Administrative (except Tree Removal Permit—see below)	\$264
With public hearing	\$528
Sign Code Adjustment	\$475
Sign Permit	
Permanent [wall painted or adhered (i.e. sticks out less than 1”)]	\$53
Permanent (all except as above)	\$106
Temporary	\$28
Temporary (nonprofit organization)	\$0
Permit issued after sign has begun to be constructed	X2 base fee(s) ²
Sign Plan, Comprehensive	\$158 + \$28/sign
Site Development Review	
Minor Modification of Major SDR	\$133
Minor Modification of existing use (value of project <\$10,000)	\$133
Minor Modification of existing use (value of project >\$10,000)	\$264

Major (value of project is <\$250,000)	\$317
Major (value of project is \$250,000 to \$500,000)	\$475
Major (value of project \$500,000 to \$1,000,000)	\$633
Major (value of project >\$1,000,000)	Project Value x \$0.000793 ³
Scenic Resource	\$264
Street Vacation	
Application materials (provided by staff—optional)	\$33
Application fee	\$740
Subdivision	
Preliminary Plat	\$740 + \$28/lot
Final Plat	\$264 + \$14/lot
Supplemental application pursuant to ORS 227.184	\$3,131
Temporary Use Permit	
One year	\$158
One month (within a 30 consecutive day time period)	\$53
One week (within a 7 consecutive day time period)	\$28
Time Extension	\$106
Tree Removal Permit (sensitive lands)	\$158
Unlisted Use / Parking Use	\$158
Variance	\$475
<hr/>	
Document fees:	
Development Code, etc.	Per Photocopy / Printout Fee (see Universal Fee Schedule)
Zoning District or Comprehensive Plan Map	\$23 each

* * * * *

Notes:

(D) = Deposit to cover staff time and materials. Any portion not used is refundable.

¹ Indicates maximum per Oregon Revised Statutes.

² Indicates per St. Helens Municipal Code.

³ Project value requires an estimate from a qualified professional. If value is determined to be greater at time of Building Permit issuance, the difference shall be paid prior to issuance. **Max project value fee is \$5,000** (addition CUP fee still applies).

City of St. Helens
RESOLUTION NO. 1809

**A RESOLUTION TO ESTABLISH WATER, SEWER, STORM DRAINAGE
UTILITY RATES AND ADMINISTRATIVE RULES**

WHEREAS, pursuant to St. Helens Municipal Code Title 13, Water, Sewer, and Storm Drainage Utility rates and charges are to be established by resolution; and

WHEREAS, on December 20, 2017, a public comment period was held by the City Council to provide information about the proposed schedule for utility rates and administrative rules; and

WHEREAS, the Council deliberated on December 20, 2017.

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

Section 1. The water, sewer, storm drainage utility rates and charges and administrative rules set forth in Exhibits 1, 2, 3, 4 and 5, attached hereto and made a part thereof by this reference, are hereby adopted.

Section 2. This Resolution implements increases effective January 1, 2018.

Section 3. This Resolution supersedes Resolution Nos. 1725, 1758, and 1763 and any previous resolutions setting forth water, sewer, storm drainage utility rates and administrative rules.

Approved and adopted by the City Council on December 20, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
Utility Billing Administrative Rules
Approved by City Council – As of 12/20/2017

1 NEW ACCOUNTS & DEPOSIT

The City of St. Helens requires a \$100 deposit for rental properties before service begins. The deposit will remain on the renter's account until it is applied on the final/closing bill. No deposit will be required if you own the property you are starting service at.

To begin service a Utility Account Application must be filled out and turned into the Utility Billing office. The application is available at the office and online. Water service will not be turned on until an application is reviewed and approved by the Utility Billing staff. A Renter is required to receive a signature from the property owner approving the renter to begin service and also acknowledging responsibility for any unpaid bill that is remaining on the account when service ends.

Water Service can be turned on/off by Public Works employees from Monday through Friday 830 AM – 400 PM. There is no cost to turn on service for new customers. Outside of normal hours listed above, Water Service can be turned on/off by request for a fee of \$100.

When a customer is new, any old account at the service address must be paid in full before a new account is started and water service is turned on. In the case of renters, an old account bill responsibility will fall to the homeowner to be paid before a new renter's service will be turned on. It is the owner/renter's responsibility to notify the utility billing department when a renter is moving out so that a final bill can be processed.

2 UTILITY ASSISTANCE PROGRAM

The Utility Assistance Program, formerly known as the Senior Citizen Discount, was permanently discontinued on December 4, 2013. Customers who previously qualified and were receiving assistance prior to December 4, 2013, will continue to receive a fixed discount of \$20 per bi-monthly billing (\$10 per monthly billing) as long as they continue to meet the following criteria:

1. Age 65 or Older
2. Currently reside in residence that receives the Senior Citizen Discount
3. Residence is within City Limits
4. Provide proof of residency (i.e. PGE Bill, Tax Form, Etc.) once a year

Failure to show proof of this criteria by June 30, will result in a loss of the Senior Citizen Discount program without the option of reapplying. Mailing to residents who receive this discount will begin in March and include instructions on how to continue with the discount program.

3 Bi-Monthly & Monthly Billing

Bi-Monthly Billing

Billings are mailed out through a 3rd Party vendor selected by the City of St. Helens by the 15th of the EVEN numbered months. Bi-Monthly Billings are DUE by the 10th of the ODD months. Payments can be made by Cash, Check, Money Order, Credit/Debit, Online and Phone. If 2 check payments are returned for NSF or other reasons checks will no longer be accepted as payment for the account. Auto payments are processed on the 10th of every month.

Monthly Billing

Billings are mailed out through a 3rd Party vendor selected by the City of St. Helens by the 15th of every month. Monthly Billing DUE date is the 10th of every month. Payments can be made by Cash, Check, Money Order, Credit/Debit, Online and Phone. Payments by phone are not allowed at this time due to liability of credit card numbers recorded. Payments made online are posted to our accounting system daily every morning. If 2 check payments are returned for NSF or other reasons checks will no longer be accepted as payment for the account. Auto payments are processed on the 10th of every month.

4 BILLING ADJUSTMENTS

Misread Meter

If a meter is misread during the monthly or bi-monthly reading cycle, the City will refund any/all late fees and immediately re-read the meter and bill accordingly. If testing a customer's meter results in detection of under/over billing, then that test ratio of discrepancy may be applied on bills retroactively.

Leak Adjustment

1. The Water Leak Adjustment form is available on the City's website and at the Utility Billing counter. This form must be completed within 45 days of the billing date in question.
2. The Water Leak Adjustment form must be accompanied by a 3rd party statement that the leak was present and repaired or receipts for leak repair materials if completed by the homeowner.
3. If the water leak is not approved, the customer will receive notification from the City with a specific reason why. A customer can request an appeal process with the Finance Director.

If the water leak is approved for processing, the City will use the customer's average seasonal usage for the previous 3 years as a base for consumption. If the customer does not have enough history to complete this, then the City will use the previous 1-3 consecutive months of consumption to calculate the leak and volume adjustment

amount. Once approved, the leak adjustment amount will be credited back to the customer's account and the customer will be notified by the City.

4. The City will not consider leak adjustment requests from customers who have already received a leak adjustment in the past 12 months unless there are extenuating circumstances.
5. The minimum credit issued will be \$25.

5 PAYMENT PLANS

Bi-Monthly Billing:

Customers may request a payment plan prior to the 10th of the month (On or before Billing Due Date).

Payment Plans are setup with customers who have made contact with the City before a Late Fee has been assessed. Payment Plans must be completed by the next Shut-Off date. A customer will not avoid a Shut-off if the payment plan is not completed by the Shut-off day.

Monthly Billing:

Customers may request a payment plan prior to the 10th of the month (On or before Billing Due Date). Customers are allowed ONE payment plan approval in each Calendar year.

Payment Plans are setup with customers who have made contact with the City before a Late Fee has been assessed. A customer will not be allowed to be setup on a payment plan AFTER a late fee has been placed on their account for the current month.

Payment Plans must be completed by the next Shut-Off date. Having and keeping a payment plan in process will allow a customer to avoid receiving a late fee, but a customer will not avoid a Shut-off if the payment plan is not completed by the Shut-off day.

6 DELINQUENT ACCOUNTS

Late Fee Assessment

On Billing due months, the official due date for Utility Bills is the 10th day of the month. If the 10th lands on a Holiday, Weekend, or any other day that the City Offices are not normally open, the due date is the next business operating day.

Customers who carryover a balance of = or < \$25.00 will not be charged a late fee or shut off during the billing process. Upon failure to pay an account below the \$25.00 threshold carryover, customers will be charged a \$25 Late Fee Assessment on the morning after the official due date.

Shut-Off Procedure

For Bi-Monthly billings, this schedule will apply to the Due Date Month. For Monthly Billing this schedule will apply to every month.

Official Due Date = 10th of every month (or next available business day)
Late Fee Charged = 15th of every month (or next available business day)
Shut-Off Process = Begins on 20th of every month (or next available business day)

After the late fee is assessed, a pre-recorded message will go out for customers who are currently delinquent requesting payment or their service will be shut off near the end of the month.

On the actual shut-off day, if an account is still in shut-off status, an additional \$75 Reconnection Fee is placed onto the account and the account must be paid in full via cash, debit, or credit card. Payments via check at this time will not be accepted. Payments made ONLINE during shut-off may be required to wait until the next business day and “official posting” of the payment is made before service to be restored.

Utility Workers are not allowed to accept any form of payment. Payment must be made to bring the account below a \$25 carryover threshold before the meter and water service is turned back on.

Water shut-off and reconnection service will not be available during Holidays and weekends.

7 FINAL BILLING

The City requests that all homeowners and/or tenants give the City notice of the intent to vacate a property to prepare a final bill and shut-off of the account. Please leave a forward address, if/when known, for the final bill to be mailed.

Final Billings, if not paid by the scheduled due date, will be immediately sent to the City’s collection agency for processing.

8 TEMPORARY SERVICES FOR NEW CONSTRUCTION

The City will allow temporary service during construction of a new structure needing water, sewer and/or storm drainage. The contractor will be required to complete an application just like a new customer and pay a \$25 deposit. All of the Administration Rules contained herein remain in effect.

9 NSF PAYMENTS

Accounts will only be allowed 2 NSF’s before a note is placed on their account that the City will no longer accept checks as payment.

Bi-Monthly Billing:

When the City receives an NSF notice for a Utility Payment, the payment is immediately reversed and the account is charged a \$25 fee. The account will be contacted and required to

make a payment within 3 business days of notification, otherwise water services will be shut-off and a shut-off fee of \$75 will be assessed at that time.

Monthly Billing:

When the City receives an NSF notice for a Utility Payment, the payment is immediately reversed and the account is charged a \$25 fee. The account will be added to the current month's shut-off notice list and begin the shut-off procedures.

10 TAMPERING WITH METERS

It is illegal to tamper with meters. This includes turning on/off meters. City staff and Public Works specifically should be the only people addressing meters on site. If tampering is found to happen on a meter, the homeowner is ultimately responsible and will be charged a minimum of \$50 up to and possibly including the cost of the meter if it needs to be replaced and labor time.

If a customer is currently on the City's shut-off list and it is found that the water meter was turned on after City staff turned the service off for non-payment, the account will be charged a minimum of \$100 up to and possibly including the cost of the meter plus labor time if it needs to be replaced. The \$100 will be placed on the Utility Billing account to be paid immediately before service will be restored.

If a customer's meter is currently "Locked" by City staff and it is found that the meter has been tampered in any way to turn water service on, the account will be charged a minimum of \$200 up to and the cost of replacing the meter, labor time, and including a ticket from the local Police for tampering which includes an additional fee amount and an appearance in city court.

City of St. Helens Water Utility Rates and Charges

Billings for customers include two components: Fixed rate and a volume charge for the amount consumed. The two components are added together to compute an invoice for each customer. Fixed rates are based on costs associated with maintaining/reading meters and the costs associated with billing and are charged for connection to the water system. Volume rates are based on the customer class for each 100 cubic feet (CCF) of water. The following table lists rates for customers within the City of St. Helens, retail customers outside the City of St. Helens, and wholesale customers.

City of St. Helens rates and charges are effective for billing cycles starting on or after dates shown below. Rates and charges shall be applied to all accounts on a monthly or bi-monthly basis. Certain designated accounts that may be deemed "Large Volume" accounts are billed monthly.

WATER UTILITY RATE COMPONENTS	INSIDE CITY LIMITS Effective 1/1/2018	OUTSIDE CITY LIMITS Effective 1/1/2018
Fixed Rate		
Monthly Billing	10.82	21.64
Bi-Monthly Billing	21.64	43.27
Volume Rate		
Residential	5.3871	10.7743
Multifamily:		
Duplex	5.2003	10.3996
Apartments	5.0960	10.1916
Commercial / Industrial	4.3684	8.7357
Wholesale		3.2556

Outside the City limits of the City of St. Helens

Except as indicated in the Enterprise Zone Ordinance No. 2500, all properties outside the city limits shall be charged rates identified above.

Application for new service connection outside the city limits for surplus city water shall be reviewed by the Public Works Director and the City Council for facilities planning. Such application shall not be approved by the City Council unless the necessary size of main is extended to serve anticipated growth in the relevant area of the City's Urban Growth Boundary.

No Connection for new service outside the city limits for City water shall be installed unless a consent to annex is submitted to the Planning Department and an outside City water user agreement is signed and received by the City Administrator.

Hydrant Meter

Any customer who receives a permit for a hydrant meter shall pay a deposit of \$200 and shall pay Commercial/Industrial rates for such water usage. Such customer shall also pay a monthly rental fee for

the meter of \$25 per month, or portion thereof. Meters must be returned every 12 months for assessment of condition, meter readings and billings of usage.

Water Testing Charges

Upon request by a City water customer, the City will provide testing for total coliform and fecal coliform. The City will charge the customer \$45 for testing. This charge also applies to construction requests for the same test on new pipelines.

Meter Testing

A customer may request the meter providing water service to their property be tested for accuracy. The test will require the following deposits to be collected before testing:

METER SIZE	DEPOSIT
One inch or less	\$100
> One inch and < One and a half inches	\$150
> One and a half inches	Up to Public Works Director

If testing results show the meter was faulty, the deposits will be refunded; if not, then no refund will be given. Adjustments will be governed by the Utility Billing Administrative Rules.

City of St. Helens Sewer Utility Rates and Charges

Billings for customers include two components: Fixed rate and a volume charge for the amount consumed. The two components are added together to compute an invoice for each customer. Fixed rates are based on costs associated with maintaining/reading meters and the costs associated with billing and are charged for connection to the water system. Volume rates are based on the customer class for each 100 cubic feet (CCF) of water. The following table lists rates for customers within the City of St. Helens, retail customers outside the City of St. Helens, and wholesale customers.

City of St. Helens rates and charges are effective for billing cycles starting on or after dates shown below. Rates and charges shall be applied to all accounts on a monthly or bi-monthly basis. Certain designated accounts that may be deemed "Large Volume" accounts are billed monthly.

SEWER UTILITY RATE COMPONENTS	INSIDE CITY LIMITS Effective 1/1/2018	OUTSIDE CITY LIMITS Effective 1/1/2018
Fixed Rate		
Monthly Billing	15.76	19.71
Bi-Monthly Billing	31.51	39.38
Volume Rate		
Residential (SFR)	6.0536	7.5644
Multifamily		
Two Residential Sewer	6.6952	8.3716
Duplex	4.8325	6.0329
Apartments	4.6463	5.8156
Commercial		
Low Strength	5.4328	6.7883
Medium Strength	6.8711	8.5889
High Strength	9.5616	11.9416
Wholesale		1.8420

Residential Sewer Accounts – Winter Averaging

Volume will be based on a 4-month winter averaging of water consumption. The winter average period will be defined as the 4-month period starting with the first full billing cycle starting on or after December 15th of each year.

Accounts with an average usage of less than 1 CCF of water consumption are automatically assessed at the 5.50 CCF average.

Customers may request in writing to have the sewer based on actual usage if the property is vacant or consistently averages below 1 CCF per billing cycle over a 12-month period.

The assigned average for water consumption may be appealed to the Finance Director and could be modified pending a review of the account and findings thereof.

Table Utilized to Define Commercial Strengths

Strength Classification	BOD (mg/l)	TSS (mg/l)
Low	0-250	0-300
Medium	251-500	301-600
High	501-1,000	601-1,200
Special	1,001+	1,201+

The responsible person for paying the sewer charge may appeal the strength classification made by the City. Such appeal shall be made in writing to the Finance Director. The person appealing must provide sufficient information as to the strength of the sewer discharge created by their use so that the Finance Director or designee may evaluate the evidence and determine the proper strength of the waste generated.

Outside City Limit Customers

Except as indicated in the Enterprise Zone Ordinance No. 2500, all properties outside the city limits shall be charged rates identified above or designated specifically by address in Exhibit 5 of this resolution.

Application for new service connection outside the city limits for City sewer shall be reviewed by the Public Works Director and the City Council for facilities planning. Such application shall not be approved by the City Council unless the necessary size of main is extended to serve anticipated growth in the relevant area of the City's Urban Growth Boundary.

No connection for new service outside the city limits for City sewer shall be installed unless a consent to annex is submitted to Planning Department and an outside City sewer user agreement are signed are received by the Water Department.

Dormant Sewer Lines

Testing of a dormant existing sewer line connected to an old building or to be reused for a new building will be at a cost of time and materials.

City of St. Helens
Storm Utility Rates and Charges

Billings for customers are based on amount of impervious surface for a property. The measurements are broken down into components of single family units or equivalent residential units.

City of St. Helens rates and charges are effective for billing cycles starting on or after dates shown below. Rates and charges shall be applied to all accounts on a monthly or bi-monthly basis. Certain designated accounts may be deemed "Large Volume" accounts are billed monthly.

STORM DRAINAGE UTILITY RATES	MONTHLY Effective 1/1/2018	BI-MONTHLY Effective 1/1/2018
Residential	11.33	22.66
Commercial	11.33	22.66
Industrial	11.33	22.66
All other Users	11.33	22.66

City of St. Helens
McNulty PUD Water Users – Sewage Charges by City of St. Helens

The City of St. Helens is establishing Sewage rates for customers that have locations outside of City Limits that are receiving water from McNulty PUD. Volume rates are based on each 100 cubic feet (ccf) of water averaged over a Calendar's previous year.


Estimated Schedule of Utility Rates:

McNulty Usage Reports on Volume from previous calendar year cycle (Nov-Oct) will determine Sewage rates to be effective January 2018 through December 2018.

The following table lists rates for customers outside the City of St. Helens receiving water from McNulty PUD.

LOCATION OF CUSTOMER	CITY SEWAGE RATE
35369 Millard Road	102.78
58581 Columbia River Highway	54.26
58606 Kavanagh Avenue	51.38
58563 Columbia River Highway	25.55
35531 Firway Lane	67.32
35031 Millard Road	34.98
58209 Columbia River Highway	2,010.13
35285 Millard Road	32.44
34950 Pittsburg Road	113.35

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:	12 December 2017	
Subject:	Award Push Camera Purchase	

Background:

Earlier this year, the City Council authorized the purchase and installation of new video recording equipment and software for the City's sewer TV recording van. This upgrade is now complete. However, during this process the smaller portable push camera became non-functional. This smaller camera is essential for being able to get into smaller pipes and tight locations that the larger camera unit cannot access and can be used totally independently of the TV van equipment. The existing push camera is 10 years old and has been repaired multiple times.

Quotes were requested from qualified vendors and the City received two bids. The units submitted are as follows:

MinCam Model MC50 and associated equipment: \$10,800

MinCam Model 360 and associated equipment: \$20,750

After review of the two units, it was determined the the MinCam Model MC50 would perform the necessary tasks needed and would also integrate with the newly installed video and recording equipment on the TV van.

Recommendation:

Council award bid for the MinCam MC 50 Push Camera System to General Equipment, Inc. in the amount of \$10,800 plus shipping.

Attachments:

Price quotes.



City of St. Helens
Mr. Brett Long
58555 McNulty Way
St. Helens, OR 97501

April 10, 2017

Dear Brett,
General Equipment Company is pleased to provide you with the following quote. Please call me with any questions.

1 - MinCam Manual Push System

MC50 Push camera system w/KK55SL camera and 200' of coax
KK55SL self-leveling color camera head
200 ft. 7.2mm push cable
Distance counter
AC power cord, DC car power cord
8.4" sunlight-readable monitor with SD card reader in Pelican Storm case
2 hour battery
26"x10"x23" cable reel, approx. 30 lbs.
Center guide kit: 3" spacer, 6" roller skid, 8" exchange rolls
Sonde: choose 512 kHz or 33 Hz

Price **\$10,800.00**

Options:

Text Generator Keyboard upgrade integrated into Pelican Storm Case monitor housing for text overlay on screen **\$1,190.00**

MC93732 10"-16" Roller Skid Large Roller Skid for KK55 camera to extend range greater than 10" pipe diameter **\$540.00**

Sincerely,
Pat Kuhnau
General Equipment Company



City of St. Helens
Mr. Brett Long
58555 McNulty Way
St. Helens, OR 97501

April 10, 2017

Dear Brett,
General Equipment Company is pleased to provide you with the following quote. Please let me know if you have any questions.

1 – Mincam Model minCam360 (3"-10") Up to 16" with optional skid upgrade

With:

Pan & Tilt SK50; 50mm pan/tilt color camera with 4-step digital zoom, infinite 360° pan, tilt view angle 150°, automatic adjusting LEDs,
Integrated tri-band sonde (512Hz, 640Hz & 33 kHz)
23" x 26" x 12" cable reel, approx. 50lbs.
200' (60m) 9.2mm fiberglass push cable.
8.4" sunlight-readable monitor with SD card reader & a Qwerty keyboard text generator in a Pelican® Storm case for recording video, photo, voice
On screen distance counter
Remote control operation of lighting, zoom, self-leveling, fixed home position, and pan & tilt motion
AC power cord, DC car power cord
2 Externally removable rechargeable batteries
Accessory case with sun shield for monitor, air pump with pressure indicator, camera connector jack, O-ring spare, and camera shoulder strap
Center guide kit
FOB Portland, Or.

Price	\$20,750.00
--------------	--------------------

Options:

Skid Upgrade, roller skid for pipe sizes 12" to 20"	1,092.00
Roll in device for steering into laterals	1,109.00
300' push cable	460.00

Sincerely,
Pat Kuhnau
General Equipment Company

Contract No. _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PORTLAND AND THE CITY OF ST. HELENS FOR
FIELD AND LABORATORY ANALYTICAL SERVICES**

This agreement is by and between City of St. Helens (“Agency”) and the City of Portland, Oregon (“Portland”) and is authorized by ORS 190.010 and Ordinance No. 185430.

RECITALS

- A. The goal of this Intergovernmental Agreement (“this IGA”) is to provide services for Agency by Portland.
- B. The purpose of this IGA is to detail the responsibilities, compensation and services to be provided by each party.

TERMS

1. SCOPE OF PORTLAND’S SERVICES

- a. Portland will provide services to Agency as described on the scope of work attached hereto as Exhibit A and will invoice Agency therefor in accordance with the fee schedule attached hereto as Exhibit B.
- b. Portland may modify Exhibit A as needed upon written approval by Agency. Portland will notify Agency of changes in Exhibit B in writing no less than two months before implementation.
- c. On an annual basis, if appropriate under the circumstances and upon written agreement by the parties, Agency and Portland will amend Exhibit A for services to be performed in the next fiscal year.

2. COMPENSATION

Agency will reimburse Portland for services performed and will do so in accordance with Section 4 of this IGA.

3. EFFECTIVE DATE

This IGA is effective as of the date it is signed by all parties (“the Effective Date”) and will be reviewed by both parties every five years from the Effective Date to ensure all terms are still appropriate.

4. INVOICE AND PAYMENT PROCEDURE

Within 30 days of performing services for Agency, Portland’s project manager will submit to Agency a detailed invoice. Portland will furnish Agency such statements or reports of expenditures as may be needed to satisfy Agency’s fiscal requirements.

Agency will make payments to the order of “City of Portland” within 30 days of being invoiced and will mail them to:

City of Portland
Accounting Division, Office of Finance and Administration
Accounts Receivable
1120 SW Fifth Avenue, Room 1250
Portland, OR 97204

5. EARLY TERMINATION OF AGREEMENT

- A. Portland and Agency may modify, amend, or terminate this IGA at any time by mutual written agreement.
- B. Either Portland or Agency may terminate this IGA in the event of a breach of the IGA by the other. Prior to such termination, however, the non-breaching party will give to the breaching party written notice of the breach and of the non-breaching party’s intent to terminate. If the breaching party has not cured the breach within thirty days of the notice, then the non-breaching party may terminate the IGA at any time thereafter by giving a written notice of termination.
- C. Either Portland or Agency may terminate this IGA if Portland’s Water Pollution Control Laboratory is rendered inoperable.
- D. Either Portland or Agency may terminate this IGA for convenience on 60 days’ prior written notice of intent to terminate.

6. FUNDS

Portland and Agency certify that sufficient funds are available for the current fiscal year of this IGA and that both Portland and Agency are authorized to spend funds to cover the costs associated with this IGA. Both Portland and Agency will use their best efforts to urge appropriation of funds to cover the costs of this IGA in the ensuing fiscal years. If funds for this IGA are not appropriated for any fiscal year, the party whose budget does

not include funds to cover the costs of the IGA will notify the other party in writing of such non-appropriation in a timely manner.

7. INDEMNIFICATION

To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, Agency will indemnify, defend, and hold Portland harmless from and against all claims arising from the performance of Portland's services under this IGA, except to the extent that such claims arise from the negligence of Portland or its employees, agents, or contractors. To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, Portland will indemnify, defend, and hold Agency harmless from and against all claims arising from the performance of Agency under this IGA, except to the extent that such claims arise from the negligence of Agency or its employees, agents, or contractors.

CITY OF PORTLAND

CITY OF ST HELENS

By: _____
Mike Jordan, Director

By: _____
Rick Scholl, Mayor

Date: _____

Date: _____

APPROVED as to form:

By: _____
City Attorney's Office

By: _____
City Attorney for Contracts

Exhibits:

Exhibit A – Scope of Work
Exhibit B – Fee Schedule

Exhibit A
Scope of Work
IGA for Field and Laboratory Analytical Services
Portland and City of St Helens (“Agency”)

1. Portland will provide the following services to Agency:
 - a. Laboratory Services
2. Portland will provide Agency with all necessary sample bottles, ice-chests, and chain-of-custody documents.
3. Portland will provide a 14-day turn-around time on all sample analyses results, except in the event of delay caused by conditions beyond Portland’s reasonable control. In the event of delay, Portland will promptly notify Agency of the delay and provide an estimated time for turn-around of the delayed sample analyses.
4. Portland will provide data reports listing the analytical results, detection limits, methods used and routine quality assurance/quality control documentation as requested.

EXHIBIT B

WPCL Budget Worksheet FY 2017-18



Environmental Investigations Division
City of Portland
Bureau of Environmental Services



Date:

Auto Totals

Project Name:

LAB	\$0.00
-----	--------

Contact Name & Phone #:

FO	\$0.00
----	--------

Cost Center & WBS Number:

TOTAL	\$0.00
-------	--------

Is this an existing monitoring project (Yes or No)?

Monitoring Summary & Design

Brief Monitoring Project Description and Reason (Issue or requirement to be addressed)

Expected # of sites:

Water

Grab:

Temporary Flow Monitoring:

Expected # of events per year:

Composite:

Continuous Field Constituents:

Expected # of sites:

Solid

Grab:

Continuous Temperature:

Expected # of events per year:

Composite:

Describe Monitoring Approach and Methods:

Time Frame (Check One)

FY 2016-17 Only:

Desired Season:

On-going Monitoring Project:

Expected End Date:

FILL SHADED CELLS ONLY - BUDGET FOR FY 2017-18 ONLY

For EID Use Only:

EID#:

EID Project Name:

EXHIBIT B

DO NOT ALTER THIS SHEET BY ADDING OR DELETING COLUMNS OR ROWS

I. General Chemistry

Analysis	Matrix	Method	FY 2017-18 Rate (\$)	No. of Tests	WPCL FY 2017-18 Cost (\$)	Outside FY 2017-18 Cost (\$)
Alkalinity	Water	SM 2320B	32.00		-	
Ammonia-Nitrogen	Water	EPA 350.1	37.00		-	
BOD, 5-day	Water	SM 5210B	69.00		-	
Bromide	Water	EPA 300.0	31.00		-	
Chloride	Water	EPA 300.0	31.00		-	
Chlorine, Residual ¹	Water	SM 4500-CL D	30.00		-	
Chlorophyll a	Water	SM 10200 H	69.00		-	
COD	Water	SM 5220 D	55.00		-	
Conductivity	Water	SM 2510B	29.00		-	
Cyanide, Total	Water	SM 4500-CN E	72.00		-	
Flash Point, Closed Cup	Water	ASTM D93-66	56.00		-	
Fluoride	Water	EPA 300.0	31.00		-	
Grain Size	Solid	ASTM D422	100.00			-
Hardness	Water	SM 2340 B	33.00		-	
Nitrate-Nitrogen	Water	EPA 300.0	31.00		-	
Nitrite-Nitrogen	Water	EPA 353.2	37.00		-	
Oil & Grease, Total ¹	Water	EPA 1664	85.00		-	
Oil & Grease, Non Polar ¹	Water	EPA 1664	93.00		-	
pH	Water	SM 4500-H+B	24.00		-	
pH	Solid	EPA 9045B	35.00		-	
Phosphorus, ortho-Phosphate	Water	EPA 365.1	37.00		-	
Phosphorus, Total	Water	EPA 365.4	58.00		-	
Solids, Dissolved	Water	SM 2540BD	31.00		-	
Solids, Fixed ²	Water/solid	SM 2540 E	0.00		-	
Solids, Total	Water/solid	SM 2540B	31.00		-	
Solids, Total Suspended	Water	SM 2540D	31.00		-	
Solids, Volatile	Water/Solid	SM 2540E/G	31.00		-	
Sulfate	Water	EPA 300.0	31.00		-	
Sulfide	Water	SM 4500-S D	38.00		-	
Surfactants, MBAS	Water	SM 5540 C	80.00		-	
TKN	Water/solid	EPA 351.2	58.00		-	
Turbidity	Water	SM 2130 B	16.00			-
Volatile Acids	Water	SM 5560	60.00		-	

¹ Grab sample collection only, all other analyses can be collected as either grab or composite samples

² Fixed solids derived from Volatile Solids and Total Solids

For EID Use Only:

EID#:

EID Project Name:

EXHIBIT B

II. Metals

Analysis	Matrix	Method	FY 2017-18 Rate (\$)	No. of Tests	WPCL FY 2017-18 Cost (\$)	Outside FY 2017-18 Cost (\$)
(Al, Sb, As, Ba, Be, B, Cd, Co, Cr, Cu, Fe, Pb, Mg, Mn, Mo, Ni, K, Se, Ag, Sn, Ti, Tl, Zn) Please list desired metals in space provided below.						
Industrial ICP Scan (10 metals) (As, Cd, Cr, Cu, Pb, Mo, Ni, Se, Ag, Zn)	Water/Solid	EPA 200.7/6010	215.00		-	
Total Metals by ICP	\$22.00 per metal plus \$30 for digestion per sample					
	Water	EPA 200.7				
List of desired metals:				-	-	
Number of samples:						
Number of metals per sample:						
	Solid	EPA 6010				
List of desired metals:				-	-	
Number of samples:						
Number of metals per sample:						
Total Metals by ICP-MS	\$24.00 per metal plus \$30 for digestion per sample					
	Water	EPA 200.8				
List of desired metals:				-	-	
Number of samples:						
Number of metals per sample:						
	Solid	EPA 6020				
List of desired metals:				-	-	
Number of samples:						
Number of metals per sample:						
RCRA - 8 metals (Ag, As, Ba, Cd, Cr, Hg, Pb, Se)	Water/Solid	EPA 200.8/6020	214.00		-	
RCRA - 11 metals (Ag, As, Ba, Cd, Cu, Cr, Hg, Ni, Pb, Se, Zn)	Water/Solid	EPA 200.8/6020	269.00		-	
Dissolved Metals by ICP-MS	\$24.00 per sample plus \$10 for filtering per sample					
	Water	EPA 200.8				
List of desired metals:				-	-	
Number of samples:						
Number of metals per sample:						
Additional Metals Analyses						
Total Mercury	Water	EPA 200.8 MOD	53.00		-	
Dissolved Mercury	Water	EPA 200.8 MOD	59.00		-	
TCLP - 1 metal	Solid	EPA 1311/6000	106.00		-	

For EID Use Only:

EID#:

EID Project Name:

EXHIBIT B

VI. FIELD OPERATIONS SERVICES

Environmental Sampling	FY 2017-18 RATE (\$)	No. of Samples	FY 2017-18 COST (\$)
Surface Water - requiring boat (includes boat hours)	210.00		-
Surface Water - w/o boat	120.00		-
PAWMAP Stream Survey	4000.00		-
Groundwater (for up to 3 hrs of labor)*	320.00		-
Level Readings (surface water or groundwater)	70.00		-
Wastewater - Composite samples	206.00		-
Wastewater - Grab samples	165.00		-
Soils and Sediments (If confined space see Inline Sediment below)	270.00		-
Gas	75.00		-
Stormwater - Grab samples (per sample - for up to 5 hrs of labor)	340.00		-
Stormwater - Composite samples (Estimated based on 20 hours of labor)*	1700.00		-

* Use hourly labor below for additional staff time, contact IMS for assistance

Temporary Flow Monitoring	FY 2017-18 Rate (\$)	Number of meters		FY 2017-18 COST (\$)
Installation	840.00		Number of	-
Removal	325.00		months	-
Data upload	310.00			-
Monthly charge	340.00			-

Permanent Flow Monitoring

Contact Jenny Martinez of Data Acquisition & Management
(3-7714, jennym@bes.ci.portland.or.us)

Multi-parameter Water Quality Sensors

Rate Per Month (\$)	Number of Sites	Number of months	FY 2017-18 COST (\$)
1,020.00			-

Temperature Monitoring

Open Channel	125.00		-
Confined Space	265.00		-

Miscellaneous Labor and Services

Rate per Hour (\$)	Total # of Hours	
Hourly Labor (stormwater, ultra clean sampling, misc. field work etc.)	85.00	-
Inline Sediment Monitoring (by crew hours)	395.00	-
Boat Hours (boat <u>only</u> w/o staff)	125.00	-

Miscellaneous Materials (Estimated cost of materials to be purchased by FO) -

Description of Miscellaneous Labor and Materials Needed:

TOTAL FIELD OPERATIONS SERVICES	-
--	---

TOTAL WPCL, OUTSIDE LAB, AND FIELD OPS. SERVICES	-
---	---

For EID Use Only:

EID#:

EID Project Name:

EXTENSION OF PERSONAL SERVICES AGREEMENT

This Extension is made on December 20, 2017, between City of St. Helens, an Oregon municipal corporation (“St. Helens”), and **E2C Corp.** (“Contractor”).

RECITALS

A. WHEREAS, on or about August 17, 2017, St. Helens and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to Special Events Management; and

B. WHEREAS, Paragraph 3 of the Agreement provides that the agreement terminates on December 31, 2017, and that the City reserves the right to extend the contract for a period of two (2) years in one (1) year increments; and

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

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the agreement signed on or about August 17, 2017, shall be amended to reflect a **termination date of December 31, 2018**, unless earlier terminated according to the terms of the Agreement.

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

ST. HELENS:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon
municipal corporation

E2C CORP.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

BOATING FACILITY GRANT INTERGOVERNMENTAL AGREEMENT

Agreement No. 1718-06

This Agreement is between the State of Oregon acting by and through its Marine Board (“OSMB”) and City of St. Helens (“Recipient”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150 and OSMB has sufficient facility grant funds available within its current biennial budget and has authorized expenditure on the Recipient’s Project as defined below, and the Recipient agrees to comply with Boating Facility Grant Program rules in OAR 250-014 and other OSMB adopted policies and procedures.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the maintenance and operation of the developed short term tie-up docks and supporting infrastructure at *Sand Island Marine Park by repairing the maintenance boat used to access the facility*, hereinafter called the “Project,” as described in the Recipient’s request dated December 12, 2017 and OSMB letter of approval for Small Grant No. 1718-06. With this reference, the Recipient’s request and letter of approval are made part of this Agreement. If a conflict exists between the Recipient’s request, letter of approval and this Agreement, the Agreement will govern.

SECTION 3: EFFECTIVE DATE AND DURATION

- 3.1 Term.** This Agreement is effective on the date of the last signature and terminates on the date 10 years after the date of Project completion or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 18.
- 3.2 Project Completion.** The Project shall be completed, and final billing for the Project shall be submitted to OSMB, on or before June 30, 2018. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.
- 3.3 Closeout.** (See 2 CFR § 200.343) OSMB will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient.

SECTION 4: AUTHORIZED REPRESENTATIVES

- 4.1** OSMB’s Authorized Representative is:

Janine Belleque, Boating Facilities Program Manager
PO Box 14145, Salem, OR 97309
435 Commercial Street NE Suite #400, Salem OR 97301
(503) 378-2628 Office Janine.Belleque@oregon.gov

4.2 Recipient's Authorized Representative is:

Sue Nelson, Public Works Engineering Director
PO Box 278, St. Helens, OR 97051
503-366-8223 Office SueN@ci.st-helens.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Responsibilities of Recipient:

5.1.1 Project Timeline. The Recipient is responsible for maintaining the project timeline for all dates and activities outlined as the Recipient's responsibility as identified in Attachment "A".

5.1.2 Matching Cash Funds. The Recipient shall contribute the total sum of *\$33.00 in cash and \$0.00 in pre-agreement expenditures* as described in the Staff Report.

5.1.3 Matching Non-cash Resources. The Recipient shall contribute *administrative match and force account labor, materials and/or equipment*. These are non-reimbursable items.

5.1.4 Indirect Rate. The Recipient is charging the indirect rate shown on Attachment B. Total Indirect Costs to be charged are *\$0.00*

5.1.5 Construction. The Recipient must notify OSMB immediately of any proposed change in Project scope. The Recipient shall be responsible for all costs associated with unauthorized changes or modifications unless otherwise specifically agreed to in writing by OSMB.

5.1.6 Commercial and Other Uses.

- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Recipient's request or approval letter, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
 1. has financial profit as a goal,
 2. charges any fees or receives any benefit to provide services, supplies or goods, or
 3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Commercial Use is prohibited.
- c. Recipient must have the capability to make an ordinance, rule, or other regulation to the effect that the Projects are for the benefit of recreational boaters, including, but not limited to, how Recipient must be able to prohibit boaters from exceeding stay limits on short term tie up docks or using the facilities in unintended ways. If,

in the sole discretion of OSMB, the use by non-recreational boaters such as swimmers, fishermen, divers, crabbers impact recreational boating uses or diminishes the useful life of the Project, then the Recipient must establish and enforce its ordinance, rule, or other regulation.

- d. If Project funded a pumpout or dump station in a marina or short-term tie-up dock, the Recipient must include language in its moorage agreement requiring use of the pumpout and/or dump station if a boat has a holding tank or marine toilet.
- e. Recipient must restrict use of the Project to only boats that comply with ORS 830.770 and 830.775.

5.1.7 Publications & Advertising. The Recipient shall include the following statement if publishing any report, news release or publication regarding this project: *“Partial funding was through the Oregon State Marine Board Facility Grant Program, and in cooperation with U.S. Fish and Wildlife Service (Clean Vessel Act and/or Boating Infrastructure Grant Programs).”*

5.1.8 Project Sign. Not applicable for this Project.

5.1.9 Public Access to Project. During the term of this Agreement the Recipient shall allow open and unencumbered public access to Sand Island Marine Park to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

5.1.10 User Fees. Not applicable for this Project.

5.1.11 Maintenance. The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient’s ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.1.14, Indemnification by Subcontractors.

5.1.12 Payments. Recipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
- b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers’ compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.

5.1.13 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level,

including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

5.1.14 Indemnification by Subcontractors. The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

5.1.15 Boating Facility Operation. The Parties have entered into other grant agreement(s) for boating facilities 1560 1498, 1205, 849 which provide for the Recipient to operate boating facilities, including but not limited to, [restrooms, docks, debris booms, boat ramps]. The Recipient shall continue to operate those boating facilities for the duration of this Agreement, even if the terms of the other grant agreements have expired .

5.2 Responsibility of OSMB:

5.2.1 OSMB shall pay Recipient as described in Sections 6 and 7.

SECTION 6: CONDITIONS TO DISBURSEMENT

6.1 Conditions Precedent to Any Reimbursement. OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:

- a. Prior to Project solicitation or construction, the final architectural and engineering plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to OSMB;
- b. Prior to Project construction a copy of all required, federal, state and local permits or approvals for the Project; and
- c. A copy of the contractor's, vendor's, supplier's or consultant pricing, unless the Recipient is completing the Project; and
- d. Reimbursement Requests must be submitted on the approved OSMB Boating Facility Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 5 and Section 7.

6.2 Conditions Precedent to Partial Progress Payment(s). OSMB shall not be obligated to

make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by OSMB. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.2. as progress payments.

6.3 Conditions Precedent to Final Payment. OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB; and
- b. Recipient provides a minimum of three photographs detailing the completed work. One photo must be of the installed sign crediting OSMB with funding the Project; and
- c. Inspection and approval of the Project by OSMB.

SECTION 7: COMPENSATION AND PAYMENT TERMS

7.1 Federal Fund Approval. OSMB has received a grant from the United States Department of the Interior, Fish and Wildlife Services, (USFWS) as described pursuant to 2 CFR 200.331 on Attachment B. In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, and 2 CFR 200.330, OSMB's determination is that the Recipient is the sub-recipient of federal funds.

7.2 Grant Funds. Upon approval by its governing body, OSMB shall provide grant funds in the amount of *\$4,062.50 state funds and \$2,437.50 federal Boating Infrastructure Grant (BIG)* funds to the Recipient to fund the Project. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administrative or for accounting costs whether or not related to this Agreement.

7.3 Payments. After the Recipient awards the contract for the Project, and activities commence, OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".

7.4 Overpayment. In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.

7.5 Disallowed Costs. The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.

- 7.6 Cost Savings.** Any cost savings realized on the Project shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 7.1. and Section 5: “RESPONSIBILITIES OF EACH PARTY”

SECTION 8: REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to OSMB that:

- 8.1** Recipient is a Parks District duly organized and validly existing. Recipient has the power and authority to enter into and perform this Agreement;
- 8.2** The making and performance by Recipient of this Agreement (a) have been duly authorized by Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient’s charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement, other than those that have already been obtained;
- 8.3** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms;
- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 8.5** Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively “Claim”) between OSMB or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon

of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 10: OWNERSHIP OF WORK PRODUCT

10.1 As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

10.1.1 Project Ownership. OSMB acknowledges and agrees that the Project is the exclusive property of the Recipient. OSMB is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

SECTION 11: NO DUPLICATE PAYMENT

The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon, including, but not limited to the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

SECTION 12: CONTRIBUTION

12.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

12.2 With respect to a Third Party Claim for which OSMB is jointly liable with Recipient (or would be if joined in the Third Party Claim), OSMB shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments,

finer or settlement amounts. OSMB's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

- 12.3** With respect to a Third Party Claim for which Recipient is jointly liable with OSMB (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of OSMB on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 13: RECIPIENT DEFAULT

Recipient will be in default under this Agreement upon the occurrence of any of the following events:

- 13.1** Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 13.2** Any representation, warranty or statement made by Recipient in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the expenditure of funds or the performance by Recipient is untrue in any material respect when made;
- 13.3** Recipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 13.4** A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Recipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (c) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency,

reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 14: OSMB DEFAULT

OSMB will be in default under this Agreement if OSMB fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 15: REMEDIES

15.1 In the event Recipient is in default under Section 13, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 18, (b) reducing or withholding payment for work or Work Product that Recipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 16 (which is in addition to the remedies provided in Section 7.4), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

15.2 In the event OSMB is in default under Section 14 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 18, or in the event OSMB terminates this Agreement under Sections 18.1, 18.2, or 18.3, Recipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient. In no event will OSMB be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 15.2, Recipient shall promptly pay any excess to OSMB.

SECTION 16: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in Section 7.4, if payments to Recipient under this Agreement, or any other agreement between OSMB and Recipient, exceed the amount to which Recipient is entitled, OSMB may, after notifying Recipient in writing, withhold from payments

due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 17: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 18: TERMINATION

18.1 Termination for Convenience. The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient has fully reimbursed OSMB for such funds, the Recipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of __percent (___%) per annum, or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand.

18.2 Termination Because of Non-Appropriation or Project Ineligibility. OSMB, as provided in Section 29 "FORCE MAJEURE," may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Recipient, may modify or terminate this Agreement if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient shall deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

18.3 Termination for Default. OSMB, at any time upon 30 days prior written notice of default to the Recipient, may modify or terminate this Agreement if:

- a. The design, permitting, or construction of the Project is not pursued with due diligence; or

- b. The Recipient's fee simple title to or other interest in the construction sites or Project is not sufficient, legal and valid; or
- c. The construction of the Project is not permissible under federal, state, or local law; or
- d. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- e. The Recipient, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to build any project other than the Project described in the final architectural and engineering drawings approved by OSMB; or
- f. The construction is not completed in a good and workmanlike manner or fails to comply with any required permits; or
- g. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement, including, but not limited to, exceeding the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project, or coveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
- h. The Recipient defaults under any other agreement between the Parties.

18.4 Rights and Remedies.

- a. The Recipient shall, within 30 days of its receipt of a notice of default, reimburse OSMB for all funds contributed by OSMB to the Project. Further, OSMB shall have any and all rights and remedies available at law or in equity.
- b. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating OSMB's grant or cause or requires OSMB to return funds to the Federal Funding Agency, Recipient will return to OSMB an amount equal to the funds which OSMB is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 19: NONAPPROPRIATION

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

SECTION 20: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise

amended, except by written agreement of the Parties.

SECTION 21: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 22: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9,10,16,17 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 23: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 24: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 25: COMPLIANCE WITH LAW

25.1 Compliance with Law Generally. Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and the Agreement.

25.2 Oregon False Claims Act. Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient certifies the

truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient. Recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.

25.3 Tax Compliance. As set forth on Exhibit B, Recipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, “tax laws” includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient’s property, operations, receipts, or income, or to Recipient’s performance of or compensation for any work performed by Recipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 25 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient’s certifications set forth in Exhibit B also shall constitute a material breach of this Agreement. Any failure to comply shall entitle OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 25.3.1** Termination of this Agreement, in whole or in part, this is in addition to any remedies available under Section 18;
- 25.3.2** Offsetting against any amount owed to Recipient, and withholding of amounts otherwise due and owing to Recipient, in an amount equal to State’s setoff right, without penalty; and
- 25.3.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient’s breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient’s compensation under this Agreement or (ii) exercising a right of setoff against Recipient’s compensation under this Agreement for any amounts that may be due and unpaid

to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 26: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 27: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 28: INTENDED BENEFICIARIES

OSMB and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 29: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be

binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

- a. Be awarded in accordance with §200.317 to §200.326 Procurement Standards
- b. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents (“indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort (as now or hereafter defined in ORS 30.260), caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“claims”). It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

SECTION 31: SUBCONTRACTS

Recipient shall not, without OSMB’s prior written consent, enter into any subcontracts for any of the work required of Recipient under this Agreement. OSMB’s consent to any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement.

SECTION 32: TIME IS OF THE ESSENCE

Time is of the essence in Recipient’s performance of its obligations under this Agreement.

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient’s performance. All financial records, other

records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 35: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 36: ADDITIONAL REQUIREMENTS

SECTION 37: Recipient shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference. AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Federal Compliance Terms), Exhibit B (Tax Compliance), Attachment A (Project Timeline), Attachment B (Information Required by 2CFR200), Exhibit C (Additional Requirements).

SECTION 38: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Marine Board

Rachel Graham, Interim Director

Date

City of St. Helens

Name _____ Title _____

Date

EXHIBIT A

FACILITY GRANT NO. – 1718-06 BOATING FACILITY IMPROVEMENTS FEDERAL COMPLIANCE TERMS

I. Grant Recipient Compliance Requirements:

- A. Recipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).
- B. Recipient to comply with Assurances – Construction Programs (Standard Form 424D)
- C. Pursuant to 2 CFR Part 170, OSMB will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B.
- B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.
3. Audits. Recipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OSMB within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by OSMB.

G. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Recipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the recipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)

4. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'
5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).
7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).
8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25
2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170
3. Award Term for Trafficking in Persons (applicable to private entity sub-recipients) 2 CFR Part 175
4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400
5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401
6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
7. 41 U.S.C. 4712 Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection:
 - a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Recipients, their sub-recipients, and their contractors award

contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The recipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

ATTACHMENT “A” PROJECT TIMELINE

Responsibility	Date	Description
Recipient	December 2017	Purchase repair parts
Recipient	January 2018	Receive repair parts
Recipient	January 2018	Install repair parts
Recipient	February 2018	Receive final invoices, issue payment and request final reimbursement from OSMB.
OSMB	March 2018	Issue final reimbursement, close the grant and term of the grant begins.

ATTACHMENT “B”
INFORMATION REQUIRED BY 2 CFR §200.331(A) (1)*

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): City of St. Helens
- (ii) Subrecipient’s DUNS number: 076401504
- (iii) Federal Award Identification Number (FAIN): FY16AF00264
- (iv) Federal Award Date: May 24, 2016
- (v) Sub-award Period of Performance Start and End Date: From December 13, 2017 to January 31, 2018
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$2,437.50
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement^{**}: \$2,437.50
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$2,437.50
- (ix) Federal award project description: short term tie-up dock maintenance boat repairs
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Fish & Wildlife Service
 - (b) Name of pass-through entity: Oregon State Marine Board
 - (c) Contact information for awarding official of the pass-through entity:
Janine Belleque, 503-378-2628, Janine.belleque@oregon.gov
- (xi) CFDA Number and Name: 15.622 Boating Infrastructure Grant

Amount: \$200,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: 0 %

**For the purposes of this Exhibit, the term “Subrecipient” refers to Recipient and the term “pass-through entity” refers to OSMB.*

***The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current State/Federal [specify which applies] fiscal year.*

EXHIBIT B

RECIPIENT TAX CERTIFICATION

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Federal Tax Number 93-6002248

Oregon Tax Number 0502106-8

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Contractor's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient Signature _____

Date _____

CONTRACT PAYMENTS

City Council Meeting
December 20, 2017

Emery & Sons Construction Group

Project: S-644 2017 Sanitary Sewer Rehab (PR#3)	\$	15,778.30
Project: S-644 2017 Sanitary Sewer Rehab (PR#4)	\$	<u>2,800.00</u>
Total	\$	18,578.30

S-2 Contractors, Inc.

Project: R-652 Trench Patching (Inv#1705E3)	\$	8,116.50
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City of St. Helens
265 Strand Street, St. Helens, Oregon 97051
Phone: 503.397.6272 | Fax: 503.366.3782

Payment Request #03 (Final)

CONTRACTOR:

EMERY & SONS CONSTRUCTION GROUP

PO Box 13069

Salem, Oregon 97309

PROJECT: 2017 SANITARY SEWER REHABILITATION PROJECT

PROJECT #: S-644

DATE: 9/28/2017

DEPARTMENT: Engineering

Total Contract Amount	\$240,176.00	Total Earned This Month	\$3,600.00
Total Amount Earned To Date	\$247,166.00	Less 5% Retainage	\$180.00

Previous Payment Requests

PP# Previous Billing With Retainage

Retainage

Previous Amounts Paid

Invoice Date

1 \$135,912.00

\$6,795.60

\$129,116.40

07/31/17

2 \$107,654.00

\$5,382.70

\$102,271.30

08/29/17

Less Total of Previously Earned

Total Retainage of Previous Payments

\$231,387.70

\$12,178.30

Total Amount Due (Retainage Included)

\$15,778.30

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	\$24,000.00	\$24,000.00	\$0.00		1.00	1.00	\$24,000.00
2	Replace Sanitary Pipe by Pipe Bursting Method									
	(a) 6-inch diameter HDPE	LF	426	\$64.00	\$27,264.00	\$0.00		426.00	426.00	\$27,264.00
	(b) 8-inch diameter HDPE	LF	108	\$94.00	\$10,152.00	\$0.00		292.00	292.00	\$27,448.00
	(c) 10-inch diameter HDPE	LF	222	\$95.00	\$21,090.00	\$0.00		222.00	222.00	\$21,090.00
3	Install New 6-inch Ductile Iron Sanitary Sewer Pipe by Open Trench Methods									
	(a) 0.0 ft - 5.0 ft depth	LF	100	\$126.00	\$12,600.00	\$0.00			0.00	\$0.00
4	Sanitary Sewer Point Repairs	EA	5	\$2,800.00	\$14,000.00	\$0.00		7.00	7.00	\$19,600.00
5	Sanitary Sewer Point Repair Special: SEE PLAN SHEET S5	EA	1	\$5,200.00	\$5,200.00	\$0.00		1.00	1.00	\$5,200.00
6	Replacement of existing sanitary service laterals									
	(a) Lateral reconnection to Sanitary Main	EA	26	\$1,900.00	\$49,400.00	\$0.00		25.00	25.00	\$47,500.00
	(b) Install New 4-inch or 6-inch ASTM D3034 SDR 35 PVC Sanitary Sewer Lateral Service Pipe	LF	40	\$138.00	\$5,520.00	\$0.00		13.00	13.00	\$1,794.00
7	New Sewer Cleanout to Replace Existing Structure or Bend									
	(a) 0.0 ft - 5.0 ft depth	EA	5	\$2,000.00	\$10,000.00	\$0.00		4.00	4.00	\$8,000.00
8	New 48-inch Sanitary Sewer Manhole to Replace Existing Structure or Bend									
	(a) 0.0 ft - 5.0 ft depth	EA	4	\$5,500.00	\$22,000.00	\$0.00		1.00	1.00	\$5,500.00
	(b) 5.1 ft - 10.0 ft depth	EA	2	\$6,600.00	\$13,200.00	\$0.00		2.00	2.00	\$13,200.00
9	Sanitary Sewer Manhole Rehabilitation - Bench & Channel	EA	1	\$1,500.00	\$1,500.00	\$0.00		9.00	9.00	\$13,500.00
10	Sanitary Sewer Manhole Rehabilitation - Grout & Seal Pipes	EA	1	\$800.00	\$800.00	\$0.00		4.00	4.00	\$3,200.00
11	Fencing									
	(a) Temporary Removal and Reinstallation of Existing Fence	LF	20	\$80.00	\$1,600.00	\$0.00		158.00	158.00	\$12,640.00
	(b) New Fence Installation	LF	10	\$120.00	\$1,200.00	\$0.00		56.00	56.00	\$6,720.00
12	Rock Excavation	CY	50	\$110.00	\$5,500.00	\$0.00		1.00	1.00	\$110.00
13	Post-Construction CCTV of Sewer Lines	LF	900	\$4.00	\$3,600.00	\$3,600.00	900.00		900.00	\$3,600.00
14	Removal and Disposal of Contaminated Soils	CY	25	\$190.00	\$4,750.00	\$0.00			0.00	\$0.00
15	Erosion and Sedimentation Control	LS	1	\$2,000.00	\$2,000.00	\$0.00		1.00	1.00	\$2,000.00
16	Traffic Control	LS	1	\$4,800.00	\$4,800.00	\$0.00		1.00	1.00	\$4,800.00
Original Contract Subtotal				\$240,176.00		\$3,600.00				\$247,166.00

603-000-053009

APPROVED FOR PAYMENT

INIT

DATE

ACCOUNTS PAYABLE

FINANCE

SUPERVISOR

12-13-17

10-11-17

To:	City of St. Helens	Application Period: From (Contractor):	Sep-17 Emery & Sons Construction Group	Application Date: Via (Engineer):	26-Sep-2017
Project:	2017 Sanitary Sewer Rehab	Contract:			
Owner's Contract No.:	S-644	Contractor's Project No.:	24156	Engineer's Project No.:	

Change Order Summary					
Approved Change Orders					
Number	Additions	Deductions			
1	\$1,500.00				
2	\$7,880.00				
3	\$13,508.00				
Totals	\$22,888.00			\$0.00	
Net Changes by Change Orders				\$22,888.00	

1.	ORIGINAL CONTRACT PRICE	\$	240,176.00
2.	Net change by Change Orders		
3.	CURRENT CONTRACT PRICE (Line 1 + 2)	\$	\$22,888.00
4.	TOTAL COMPLETED AND STORED TO DATE <small>(From Paymaster Spreadsheet)</small>	\$	263,064.00
5.	RETAINAGE:	\$	247,166.00
	a. Retainage Bond Submitted - NA		N/A
	b. 0% x \$0.00 - Stored Material		N/A
	c. Total Retainage (0%)	\$	-
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	247,166.00
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application) <small>(From Paymaster Spreadsheet)</small>	\$	231,387.70
8.	AMOUNT DUE THIS APPLICATION	\$	15,778.30

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.



Date:

9/27/17

\$15,778.30

(Line 8 or other - attach explanation of other amount; rounded to nearest dollar)

is recommended by:

KIRK BRENNEN (Project Manager)

(Date)

Payment of:

15,778.30

(Line 8 or other - attach explanation of other amount)

is approved by:

City Engineer _____ (Date) _____

Emery & Sons Construction Group				PROPOSED BID FROM CONTRACTOR FOR WORK TO BE COMPLETED				PREVIOUS WORK COMPLETED BY CONTRACTOR				WORK COMPLETED THIS MONTH BY CONTRACTOR				TOTAL WORK COMPLETED AND STORED BY CONTRACTOR			
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	\$ TOTAL	UNITS COMPLETE	\$ COMPLETE	UNITS COMPLETE	\$ COMPLETE	Net Paid to Contractor This Month	UNITS COMPLETE	\$ TOTAL COMPLETE	Percent Complete						
1	Mobilization	1	LS	\$ 24,000.00	\$ 24,000.00	1.00	\$ 24,000.00			\$ -	1.00	\$ 24,000.00	100.00%						
2a	6in HDPE Burst	596	LF	\$ 64.00	\$ 38,144.00	426.00	\$ 27,264.00			\$ -	426.00	\$ 27,264.00	71.48%						
2b	8in HDPE Burst	190	LF	\$ 94.00	\$ 17,860.00	292.00	\$ 27,448.00			\$ -	292.00	\$ 27,448.00	153.68%						
2c	10in HDPE Burst	222	LF	\$ 95.00	\$ 21,090.00	222.00	\$ 21,090.00			\$ -	222.00	\$ 21,090.00	100.00%						
3	6in DI Open Cut	0	LF	\$ 126.00	\$ -	0.00	\$ -			\$ -	0.00	\$ -	0.00%						
4	Sanitary Sewer Point Repairs	6	EA	\$ 2,800.00	\$ 16,800.00	7.00	\$ 19,600.00			\$ -	7.00	\$ 19,600.00	116.67%						
5	Sanitary Sewer Point Repairs - Special	1	EA	\$ 5,200.00	\$ 5,200.00	1.00	\$ 5,200.00			\$ -	1.00	\$ 5,200.00	100.00%						
6a	Lateral Reconnection to Main	30	EA	\$ 1,900.00	\$ 57,000.00	25.00	\$ 47,500.00			\$ -	25.00	\$ 47,500.00	83.33%						
6b	Now 4in or 6in Sewer Lateral	40	LF	\$ 138.00	\$ 5,520.00	13.00	\$ 1,794.00			\$ -	13.00	\$ 1,794.00	32.50%						
7	Now Sewer Cleanout to Replace Structure Bend	6	EA	\$ 2,000.00	\$ 12,000.00	4.00	\$ 8,000.00			\$ -	4.00	\$ 8,000.00	66.67%						
8a	Manhole 0-5'	4	EA	\$ 5,500.00	\$ 22,000.00	1.00	\$ 5,500.00			\$ -	1.00	\$ 5,500.00	25.00%						
8b	Manhole 5-10'	2	EA	\$ 6,600.00	\$ 13,200.00	2.00	\$ 13,200.00			\$ -	2.00	\$ 13,200.00	100.00%						
9	Manhole Rehab - Bench & Channel	4	EA	\$ 1,500.00	\$ 6,000.00	9.00	\$ 13,500.00			\$ -	9.00	\$ 13,500.00	225.00%						
10	Manhole Rehab - Grout & Seal	1	EA	\$ 800.00	\$ 800.00	4.00	\$ 3,200.00			\$ -	4.00	\$ 3,200.00	400.00%						
11a	Remove & Reinstall Fence	20	LF	\$ 80.00	\$ 1,600.00	158.00	\$ 12,640.00			\$ -	158.00	\$ 12,640.00	790.00%						
11b	New Fence	10	LF	\$ 120.00	\$ 1,200.00	56.00	\$ 6,720.00			\$ -	56.00	\$ 6,720.00	560.00%						
12	Rock Excavation	50	CY	\$ 110.00	\$ 5,500.00	1.00	\$ 110.00			\$ -	1.00	\$ 110.00	2.00%						
13	Post Construction CCTV	900	LF	\$ 4.00	\$ 3,600.00	0.00	\$ -	900.00	\$ 3,600.00	\$ 3,600.00	900.00	\$ 3,600.00	100.00%						
14	Removal & Disposal Contaminated Soils	25	CY	\$ 190.00	\$ 4,750.00	0.00	\$ -	0.00	\$ -	\$ -	0.00	\$ -	0.00%						
15	Erosion & Sediment Control	1	LS	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	1.00	\$ 2,000.00	\$ -	1.00	\$ 2,000.00	100.00%						
16	Traffic Control	1	LS	\$ 4,800.00	\$ 4,800.00	1.00	\$ 4,800.00	1.00	\$ 4,800.00	\$ -	1.00	\$ 4,800.00	100.00%						
TOTALS					\$ 263,064.00		\$ 243,566.00		\$ 243,566.00	\$ 3,600.00		\$ 247,166.00							
							PREVIOUS PAYMENTS												
TOTAL AMOUNT COMPLETE TO DATE					\$ 247,166.00				AMOUNT	Comments									
LESS PREVIOUS PAYMENT					\$ 231,387.70				Payment 1	Comments									
DUE THIS ESTIMATE					\$ 15,778.30				Payment 2	Comments									
PERCENT OF PROJECT COMPLETE					93.96%				Payment 3	Comments									
									Payment 4	Comments									

PREVIOUS PAYMENTS

AMOUNT

Comments

Comments

Comments

Comments

Comments



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

Payment Request #04

(Pay Request for Additional Point Repair)

CONTRACTOR:

EMERY & SONS CONSTRUCTION GROUP

PO Box 13069

Salem, Oregon 97309

PROJECT: 2017 SANITARY SEWER REHABILITATION PROJECT

PROJECT #: S-644

DATE: 12/8/2017

DEPARTMENT: Engineering

Total Contract Amount	\$240,176.00	Total Earned This Month	\$2,800.00
Total Amount Earned To Date	\$246,366.00	Less 5% Retainage	\$140.00

Previous Payment Requests

PP#	Previous Billing With Retainage	Retainage	Previous Amounts Paid	Invoice Date
1	\$135,912.00	\$6,795.60	\$129,116.40	07/31/17
2	\$107,654.00	\$5,382.70	\$102,271.30	08/29/17
3	\$15,778.00	\$0.00	\$15,778.00	09/28/17

Less Total of Previously Earned

Total Retainage of Previous Payments

\$247,165.70
\$12,178.30

Total Amount Due (Retainage Included)

\$2,800.00

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	\$24,000.00	\$24,000.00	\$0.00		1.00	1.00	\$24,000.00
2	Replace Sanitary Pipe by Pipe Bursting Method									
	(a) 6-inch diameter HDPE	LF	426	\$64.00	\$27,264.00	\$0.00		426.00	426.00	\$27,264.00
	(b) 8-inch diameter HDPE	LF	108	\$94.00	\$10,152.00	\$0.00		292.00	292.00	\$27,448.00
	(c) 10-inch diameter HDPE	LF	222	\$95.00	\$21,090.00	\$0.00		222.00	222.00	\$21,090.00
3	Install New 6-inch Ductile Iron Sanitary Sewer Pipe by Open Trench Methods									
	(a) 0.0 ft - 5.0 ft depth	LF	100	\$126.00	\$12,600.00	\$0.00			0.00	\$0.00
4	Sanitary Sewer Point Repairs	EA	5	\$2,800.00	\$14,000.00	\$2,800.00	1.00	7.00	8.00	\$22,400.00
5	Sanitary Sewer Point Repair Special: SEE PLAN SHEET S5	EA	1	\$5,200.00	\$5,200.00	\$0.00		1.00	1.00	\$5,200.00
6	Replacement of existing sanitary service laterals									
	(a) Lateral reconnection to Sanitary Main	EA	26	\$1,900.00	\$49,400.00	\$0.00		25.00	25.00	\$47,500.00
	(b) Install New 4-inch or 6-inch ASTM D3034 SDR 35 PVC Sanitary Sewer Lateral Service Pipe	LF	40	\$138.00	\$5,520.00	\$0.00		13.00	13.00	\$1,794.00
7	New Sewer Cleanout to Replace Existing Structure or Bend									
	(a) 0.0 ft - 5.0 ft depth	EA	5	\$2,000.00	\$10,000.00	\$0.00		4.00	4.00	\$8,000.00
8	New 48-inch Sanitary Sewer Manhole to Replace Existing Structure or Bend									
	(a) 0.0 ft - 5.0 ft depth	EA	4	\$5,500.00	\$22,000.00	\$0.00		1.00	1.00	\$5,500.00
	(b) 5.1 ft - 10.0 ft depth	EA	2	\$6,600.00	\$13,200.00	\$0.00		2.00	2.00	\$13,200.00
9	Sanitary Sewer Manhole Rehabilitation - Bench & Channel	EA	1	\$1,500.00	\$1,500.00	\$0.00		9.00	9.00	\$13,500.00
10	Sanitary Sewer Manhole Rehabilitation - Grout & Seal Pipes	EA	1	\$800.00	\$800.00	\$0.00		4.00	4.00	\$3,200.00
11	Fencing									
	(a) Temporary Removal and Reinstallation of Existing Fence	LF	20	\$80.00	\$1,600.00	\$0.00		158.00	158.00	\$12,640.00
	(b) New Fence Installation	LF	10	\$120.00	\$1,200.00	\$0.00		56.00	56.00	\$6,720.00
12	Rock Excavation	CY	50	\$110.00	\$5,500.00	\$0.00		1.00	1.00	\$110.00
13	Post-Construction CCTV of Sewer Lines	LF	900	\$4.00	\$3,600.00	\$0.00			0.00	\$0.00
14	Removal and Disposal of Contaminated Soils	CY	25	\$190.00	\$4,750.00	\$0.00			0.00	\$0.00
15	Erosion and Sedimentation Control	LS	1	\$2,000.00	\$2,000.00	\$0.00		1.00	1.00	\$2,000.00
16	Traffic Control	LS	1	\$4,800.00	\$4,800.00	\$0.00		1.00	1.00	\$4,800.00
Original Contract Subtotal				\$240,176.00	\$240,176.00	\$2,800.00				\$246,366.00

603-000-053009

APPROVED FOR PAYMENT

INIT DATE
ACCOUNTS PAYABLE
FINANCE
SUPERVISOR
12-13-17
12-13-17

Contractor's Application for Payment No.



4

To:	City of St. Helens	Application Period:	Dec-17	Application Date:	6-Dec-2017
Project:	2017 Sanitary Sewer Rehab	From (Contractor):	Emery & Sons Construction Group	Via (Engineer):	
Owner's Contract No.:	S-644	Contract:		Engineer's Project No.:	
		Contractor's Project No.:	24156		


APPLICATION FOR PAYMENT

Change Order Summary		
Approved Change Orders	Additions	Deductions
1	\$1,500.00	
2	\$7,880.00	
3	\$13,508.00	
Totals	\$22,888.00	\$0.00
Net Changes by Change Orders	\$22,888.00	

1. ORIGINAL CONTRACT PRICE	\$ 240,176.00
2. Net change by Change Orders	\$22,888.00
3. CURRENT CONTRACT PRICE (Line 1 + 2)	\$ 263,064.00
4. TOTAL COMPLETED AND STORED TO DATE (From Paymaster Spreadsheet)	\$ 249,966.00
5. RETAINAGE:	
a. Retainage Bond Submitted - NA	N/A
b. 0% x \$0.00 - Stored Material	N/A
c. Total Retainage (0%)	\$ -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 249,966.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) (From Paymaster Spreadsheet)	\$ 231,387.70
8. AMOUNT DUE THIS APPLICATION	\$ 18,578.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (From Paymaster Spreadsheet + Line 5 above)	\$ 13,098.00

<p>CONTRACTOR'S CERTIFICATION</p> <p>The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>		<p>Payment of: \$18,578.30 (Line 8 or other - attach explanation of other amount; rounded to nearest dollar)</p> <p>is recommended by:  (Project Manager) (Date) 12/16/17</p> <p>Payment of: \$ 18,578.30 (Line 8 or other - attach explanation of other amount)</p> <p>is approved by:  City Engineer (Date) 12/16/17</p>
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This amount includes Pay Reg #3 and is actually \$2,800.00



Work Order No: S-644 Name: 2017 Sanitary Sewer Rehab				Estimate No: 4 Pay Period: Dec										
Emery & Sons Construction Group			PROPOSED BID FROM CONTRACTOR FOR WORK TO BE COMPLETED			PREVIOUS WORK COMPLETED BY CONTRACTOR			WORK COMPLETED THIS MONTH BY CONTRACTOR			TOTAL WORK COMPLETED AND STORED BY CONTRACTOR		
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	\$ TOTAL	UNITS COMPLETE	\$ COMPLETE	UNITS COMPLETE	Net Paid to Contractor This Month	UNITS COMPLETE	\$ TOTAL COMPLETE	Percent Complete		
1	Mobilization	1	LS	\$ 24,000.00	\$ 24,000.00	1.00	\$ 24,000.00		\$ -	1.00	\$ 24,000.00	100.00%		
2a	6in HDPE Burst	596	LF	\$ 64.00	\$ 38,144.00	426.00	\$ 27,264.00		\$ -	426.00	\$ 27,264.00	71.48%		
2b	6in HDPE Burst	190	LF	\$ 94.00	\$ 17,860.00	292.00	\$ 27,448.00		\$ -	292.00	\$ 27,448.00	153.68%		
2c	10in HDPE Burst	222	LF	\$ 95.00	\$ 21,090.00	222.00	\$ 21,090.00		\$ -	222.00	\$ 21,090.00	100.00%		
3	6in DI Open Cut	0	LF	\$ 126.00	\$ -	0.00	\$ -		\$ -	0.00	\$ -	0.00%		
4	Sanitary Sewer Point Repairs	6	EA	\$ 2,800.00	\$ 16,800.00	7.00	\$ 19,600.00	1.00	\$ 2,800.00	8.00	\$ 22,400.00	133.33%		
5	Sanitary Sewer Point Repairs - Special	1	EA	\$ 5,200.00	\$ 5,200.00	1.00	\$ 5,200.00		\$ -	1.00	\$ 5,200.00	100.00%		
6a	Lateral Reconnection to Main	30	EA	\$ 1,000.00	\$ 30,000.00	25.00	\$ 25,000.00		\$ -	25.00	\$ 25,000.00	83.33%		
6b	New 4in or 6in Sewer Lateral	40	LF	\$ 138.00	\$ 5,520.00	13.00	\$ 1,794.00		\$ -	13.00	\$ 1,794.00	32.50%		
7	New Sewer Cleanout to Replace Structure Band	6	EA	\$ 2,000.00	\$ 12,000.00	4.00	\$ 8,000.00		\$ -	4.00	\$ 8,000.00	66.67%		
8a	Manhole 0-5'	4	EA	\$ 5,500.00	\$ 22,000.00	1.00	\$ 5,500.00		\$ -	1.00	\$ 5,500.00	25.00%		
8b	Manhole 5-10'	2	EA	\$ 6,000.00	\$ 12,000.00	2.00	\$ 12,000.00		\$ -	2.00	\$ 12,000.00	100.00%		
9	Manhole Rehab - Bench & Channel	4	EA	\$ 1,500.00	\$ 6,000.00	9.00	\$ 13,500.00		\$ -	9.00	\$ 13,500.00	225.00%		
10	Manhole Rehab - Grout & Seal	1	EA	\$ 800.00	\$ 800.00	4.00	\$ 3,200.00		\$ -	4.00	\$ 3,200.00	400.00%		
11a	Remove & Reinstall Fence	20	LF	\$ 80.00	\$ 1,600.00	158.00	\$ 12,640.00		\$ -	158.00	\$ 12,640.00	790.00%		
11b	New Fence	10	LF	\$ 120.00	\$ 1,200.00	56.00	\$ 6,720.00		\$ -	56.00	\$ 6,720.00	560.00%		
12	Rock Excavation	50	CY	\$ 110.00	\$ 5,500.00	1.00	\$ 110.00		\$ -	1.00	\$ 110.00	2.00%		
13	Post Construction CCTV	900	LF	\$ 4.00	\$ 3,600.00	900.00	\$ 3,600.00		\$ -	900.00	\$ 3,600.00	100.00%		
14	Removal & Disposal Contaminated Soils	25	CY	\$ 180.00	\$ 4,750.00	0.00	\$ -		\$ -	0.00	\$ -	0.00%		
15	Erosion & Sediment Control	1	LS	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		\$ -	1.00	\$ 2,000.00	100.00%		
16	Traffic Control	1	LS	\$ 4,800.00	\$ 4,800.00	1.00	\$ 4,800.00		\$ -	1.00	\$ 4,800.00	100.00%		
TOTALS					\$ 263,064.00		\$ 247,166.00		\$ 2,800.00		\$ 249,966.00			
					PREVIOUS PAYMENTS									
					AMOUNT		Comments							
TOTAL AMOUNT COMPLETE TO DATE					\$ 249,966.00		Payment 1							
LESS PREVIOUS PAYMENT					\$ 231,387.70		Payment 2							
DUE THIS ESTIMATE					\$ 18,578.30		Payment 3							
PERCENT OF PROJECT COMPLETE					95.02%		Payment 4							

KP

S-2 Contractors, Inc.

6860 S. Anderson Rd.

Aurora, OR 97002

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

Invoice

DATE	INVOICE #
11/20/2017	1705E3

BILL TO
CITY OF ST HELENS ATTN: TIM UNDERWOOD PO BOX 278 ST HELENS, OR 97051

OR. CCB# 67253
AZ. CCB# ROC185469

QTY	DESCRIPTION	RATE	AMOUNT
800	11-3-17 PREP AND PAVE PATCHES AS PER TIM UNDERWOOD	5.25	4,200.00
746	11-20-17 PREP AND PAVE PATCHES AS PER TIM UNDERWOOD	5.25	3,916.50
<p>Trench Patching R-652 205-000-053005</p> <p>APPROVED FOR PAYMENT</p> <p>INIT _____ DATE _____</p> <p>MP _____ ACCOUNTS PAYABLE _____</p> <p>SN _____ FINANCE 12-13-17</p> <p>SUPERVISOR 12-13-17</p>			

Approved
Tim U.
12/4/17

NET 30 DAYS

Total

\$8,116.50

UPDATED Hmac patching 11/15/2017

405 so. 4 th st	stm cb	1 5'x8'	120sf
345 so 17 th st	wtr serv	3.5'x22'	77sf
So 14 th / col blvd	wtr leak	3'x5'	15sf
244 n. 14 th st	streets	5'x9'	45sf
115 so 20 th st	wtr serv	3.5'x25'	87.5sf
2480 gable rd	wtr serv	3.5'x21'	73.5sf
Gable/green acres dr	wtr valve	2.5'x4	10 sf
35516 jakobi st	san lat repair	4'x6'	32sf
111 allendale st	stm cb	12'x2'	24 sf
239 n. vernonia rd	wtr ser crossing	3.5' x26.5'	92.75 sf
121 mayfair	stm cb	3'x30' 5x5	115 SF
325 so. 11 th	new wtr ser.	4'x27'	108 sf
Total			799.75 SF

Hmac patching 11/03/2017

*Strand st @ boise gate	stm CB and berm	6'x25' +7'x7'	=199 sf	prjt
*190 so 2 nd st	wtr serv.	3x4	12sf	
*870 west st	streets (sink hole)	3.5'x3.5'	12.25sf	
*1450 west st	san mh (unburied)	3.5'x5'	17.5 sf	
485 so. 8 th st	wtr valve	3'x6'	18sf	
*424 n. 13 th st	san lat connect	6'x8'	48 sf	
*426 n. 13 th st	san lat connect	6'x9'	54 sf	
*395 n. 5 th st	stm cb	9'x10' and 7'x28'	286sf	prjt
*500 n 11 th	wtr serv	4'x25'	100sf	
Total			746.75	SF

APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

City Council Meeting ~ December 20, 2017

Pending applications received:

<u>Name</u>	<u>Interest</u>	<u>Date Application</u>	<u>Referred by Email</u>
		<u>Received</u>	<u>To Committee(s)</u>
• Julie Stenberg	Planning Commission	2/16/17	2/17/17
• Lori Adsitt	Bicycle & Pedestrian Commission	9/22/17	9/26/17
• Carmin Dunn	Parks Commission	10/18/17	10/19/17
• Matthew Sanchez	Parks Commission	10/30/17	10/30/17

Bicycle & Pedestrian Commission (3-year terms)

- Cynthia Sweet resigned. Her term expired 12/31/2016.
- Paul Barlow, Cindy Sutliff and Sean Cearley all have terms that expire 12/31/2017

Status: Currently, the Commission has 4 members and 1-7 vacancies. The St. Helens Municipal Code requires 5-11 members. A display ad and another press release were sent out mid-August. We have received one application.

Next Meeting: February 22, 2018

Recommendation: None at this time.

Library Board (4-year terms)

- The Board added positions.

Status: Currently, there is one vacancy. The Board is going to consider filling the 9th vacancy in 2018.

Next Meeting: January 16, 2018

Recommendation: None at this time.

Budget Committee (3-year terms)

- Michael Funderburg's, Paul Barlow's and Patrick Birkle's terms expire 12/31/2017. Mike does not wish to be reappointed. Paul and Patrick wish to be reappointed.

Status: The Mayor, Councilor Locke and Councilor Carlson have been notified that their appointments' terms are expiring, all of which have been on the Committee for two terms. Therefore, a press release went out on October 19, 2017. We did not receive any applications.

Next Meeting: TBD

Recommendation: None at this time.

Parks Commission (4-year terms)

- John Brewington's term expires 12/31/2017. John would like to be reappointed. John has served more than two terms.
- Phillip Roddy passed away in October. His term expires 12/31/2020.

Status: A press release was sent out on October 10, 2017. We have received two applications.

Next Meeting: February 12, 2018

Recommendation: The Parks Commission recommends reappointing Elisa Mann and John Brewington to additional 4-year terms and appoint Carmen Dunn to fill Phillip Roddy's term.

Planning Commission (4-year terms)

- Al Petersen's and Russ Hubbard's terms expire on 12/31/2017. Both have expressed a desire to be reappointed, however, Al Petersen has served more than two terms.

Status: A press release was sent out on October 10, 2017 to solicit applications. We received an application back in February 2017 and Jacob has contacted her and she is still interested.

Next Meeting: January 9, 2018

Recommendation: Jacob will be in attendance to discuss the Planning Commission's recommendations.

City of St. Helens
RESOLUTION NO. 1648

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

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

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

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

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

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

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

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

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

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson
Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne
Kathy Payne, City Recorder

ST. HELENS PARKS COMMISSION

Minutes for Meeting of October 9, 2017

Council Chambers, City Hall

MEMBERS PRESENT

Howard Blumenthal, Chair
Stan Chiotti, Vice Chair
Jerry Belcher, Commissioner
John Brewington, Commissioner
Jacob Woodruff, Commissioner
Elisa Mann, Commissioner

STAFF PRESENT

Thad Houk, Parks Supervisor
Neal Sheppeard, PW Director
Sheri Ingram, Secretary

GUESTS

MEMBERS ABSENT

Phillip Roddy, Commissioner

COUNCILOR IN ATTENDANCE

Doug Morten

■ ■ ■

CALL TO ORDER

The meeting was called to order by Chair Blumenthal at 4:00 p.m.

APPROVAL OF MINUTES

Woodruff made a **motion** to approve the minutes of the August 14, 2017 meeting. Motion was seconded by Mann and approved unanimously.

TOPICS FROM THE FLOOR

COUNCILOR'S REPORT

Morten stated they had the public hearing for the soda tax. There were a lot of people and they had a good chance to express their concerns. They deliberated about it and they voted 5-0 to not move forward with it. Councilor Conn couldn't be at the meeting but she registered her "no" vote before the meeting. Matt Brown is going to go over suggestions and new ideas for funding.

He attended the Michael Curry/Rotary Splash Park opening in Scappoose and it is one of the most impressive ones he has seen. He recommends they go see it after dark when the lights come on. Mann said their play equipment station is impressive too.

NEW BUSINESS

Parks Reports: Woodruff reported on McCormick Park and he divided it into levels. Level 1 is the dog park, skate park, ball fields and BMX track. The softball fields look pretty nice. The Adult League takes good care of it. He has talked to people at the dog park and they love it and he sees it being used all the time. The skate park used to be one of the best in Oregon but isn't now. He sees a lot

of kids using it though and the BMX track gets used for events all of the time. Level 2 is the covered picnic areas, the memorial and playground. The bathrooms down below are unlocked all of the time but the ones by the ballfields are locked unless there are ballgames going. If a kid at the skate park has to use the bathroom, it's a long ways to go. Level 3 is the creek and there is a lot of open grassy area. People like to take their dogs down there and people will picnic down there during nice weather. Level 4 is the disc golf course which is one of the top ones in the nation and gets a lot of use. The park is so big you don't really see a lot of people but a lot of people are using it. He has asked people what they would like to see in the park to bring more people in and he has heard tennis courts, basketball courts and more restrooms. The park looks pretty nice and thanks to Thad and crew for what they do.

Chiotti stated the garden club takes care of the sign area on the corner of 18th and the area at the entrance once a month. They will clean up the Veterans Memorial before Veterans Day.

Belcher asked why the skate park isn't the best anymore and Woodruff said it's because of the technology on the way they are building new ones and they are adding more things for skaters to do. Ours was put in a long time ago and they've gotten a lot more advanced since then. Belcher also asked about the exercise trail. Chiotti said the Lions Club has been working on repairing the exercise stations and they are doing a great job. Woodruff said the trail itself is in good shape and a lot of people use it.

Chiotti reported on Heinie Heumann Park and said the City installed a bench and water spout inside the dog park and cleaned up a couple of fallen trees. There are two picnic tables, one inside and one outside the fence. People were using the dog park and it would be good if more people could drive by and see it being used.

In December, Woodruff will report on 6th Street Field Park and Mann will report on the dog parks.

OLD BUSINESS

Walking Trails: Belcher said 3-4 months ago, he and Blumenthal were going to meet with the Bikes & Ped about walking trails. They are still planning on doing that. Things have just been really busy.

DISCUSSION ITEMS

Chiotti said the Kiwanis have been mowing Walnut Tree Park from March to the end of September. They have enough sense to stay out of there in October and Thad and his crew have been doing a good job of cleaning up the walnuts that have been falling. They also keep the doggy bags supplied so when they mow, they don't have much dog waste to mow over.

Brewington said years ago he walked McCormick before anything was done with it and it's amazing to see what has been developed into over the years.

Belcher said Sheppard had mentioned he wanted to clean up the steep bank at Grey Cliffs Park and Sheppard said that is a work in progress.

Blumenthal said there is a room tax that is supposed to go towards tourism. He thinks it's important to update the Parks brochure and he's wondering if they could get some of that money for that. Morten said they should make a motion on it so Blumenthal said it should be on the next agenda.

The staircase is built and the Scappoose Watershed Council is going to donate plants to plant along there. He asked Houk if he had extra dog signs he could post there too. The kiosk is installed and he brought a new wooden sign with the park name on it that he would like to be mounted on the kiosk. Sheppeard said he would have Roger Stauffer put it up.

There was a discussion on Parks funding and how they get more people. Sheppeard explained how the Parks budget comes out of the General Fund with Police and the Library and Public Works is funded from sewer and water fees and you can't just fire someone from one place and use that money to hire someone for Parks. Morten suggested they go to the Budget Committee meetings to request more money for Parks. Blumenthal asked if the SDCs got raised and Morten said it is still in process. However that money can't be used for operations so it wouldn't get them more employees. We are rich in property and poor in manpower. People also get very confused about the tax for the Greater Parks & Rec District. They think that comes to the City but that is just the swimming pool.

OTHER MATTERS

Sheppeard said he has talked to Schlumpburger about us delivering rock to be put on the trail at Dalton Lake. We will also be getting the cannon back at McCormick in about three weeks. Dimsho put in a grant for restrooms at Grey Cliffs Park and it's not official but it's looking good.

Houk said there were more people downtown for Halloweentown on Saturday than he has ever seen.

ADJOURNMENT

The meeting was adjourned at 5:10 p.m. The next meeting is scheduled for Monday, December 11, 2017, at 4:00 p.m., in the Council Chambers at City Hall.

Respectfully Submitted,

Sheri Ingram
Secretary

2017 ATTENDANCE RECORD							
P = PRESENT / E = EXCUSED ABSENCE/U = UNEXCUSED ABSENCE							
Meeting Date	John Brewington	Elisa Mann	Jacob Woodruff	Jerry Belcher	Stan Chiotti	Howard Blumenthal	Phillip Roddy
2/13	P	P	E	P	P	P	P
4/10	A	P	P	P	P	P	P
6/12	P	P	E	P	E	P	P
8/14	P	A	P	P	P	P	P
10/9	P	P	P	P	P	P	A

City of St. Helens

Planning Commission Meeting

October 10, 2017

Minutes

Members Present: Al Petersen, Chair
Dan Cary, Vice Chair
Greg Cohen, Commissioner
Audrey Webster, Commissioner
Kathryn Lawrence, Commissioner
Russell Hubbard, Commissioner

Members Absent: Sheila Semling, Commissioner

Staff Present: Jacob Graichen, City Planner
Jennifer Dimsho, Associate Planner

Councilors Present: Ginny Carlson, City Council Liaison
Rick Scholl, Mayor

<u>Others Present:</u>	Jerry & Sandra Neider	Scot Stockwell
	Julie Stenberg	Jamin Kimmel
	Jared Plen	Henry Fitzgibbon
	Diana Kessler	Les Watters
	David Etchart	Bill Amos

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

□

Consent Agenda

Approval of Minutes

Commissioner Webster moved to approve the minutes of the September 12, 2017 Planning Commission meeting. Commissioner Lawrence seconded the motion. Motion carried with all in favor. Chair Petersen did not vote as per operating rules.

□

Topics From The Floor

Les Watters requested a formal plan for the access between N. 2nd Street and River Street. Watters' suggestion is that it should be a bicycle and pedestrian path. Vice Chair Cary noted that this connection is included in the Parks and Trails Master Plan. Chair Petersen said he remembers a previous plan in this area for emergency vehicles. Commissioner Webster thinks the plan was just for a one-way fire access. Watters said there is currently fill being dumped in the location. Chair Petersen asked if the City received grade/fill permit for the fill that is being dumped. City Planner Jacob Graichen said since it is City-owned, it is ultimately a Council decision to decide whether or not it is okay to dump fill there.

Chair Petersen asked Watters why the access should not be developed for vehicles. Watters said he does not think the area is suitable for the increased noise, traffic, and parking issues that would occur with two-way vehicle access, particularly with the marina facilities on River Street. Graichen noted the area in question is surrounded by Apartment Residential (AR) zoning, so it could have higher density that warrants another vehicular access in the future. Commissioner Hubbard said he would be in favor of a bicycle pedestrian access.

Mayor Rick Scholl said he does not think there will be City funds available for quite some time to develop full vehicular access. He said he did not know why the City did not have to receive a grade/fill permit, but thought Public Works probably approved it. Mayor Scholl said he came to this meeting because he has never been to a Planning Commission meeting. He thanked the Planning Commission for all that they do. He also said if anyone has any comments, suggestions, or issues, they can contact him directly any time.



Public Hearing

Jerry & Sandra Neider

Access Variance / V.6.17

34540 Bachelor Flat Road

It is now 7:25 p.m. and Chair Petersen opened the public hearing. There were no ex-parte contacts, conflicts of interest or bias in this matter.

Graichen entered the following items into the record:

- Staff report packet dated October 3, 2017 with attachments

Graichen introduced the access variance and recommended conditions of approval to the Commission, as presented in the staff report. He said the access variance is to allow a second driveway approach with a wider approach than the maximum allowed. Graichen also noted that the property was annexed into the City in 2013. If the second driveway approach had been installed and permitted while the property was still in the County, it would be grandfathered in and would not require this variance.

Chair Petersen clarified that the zoning could support four more lots. Graichen said yes, but extending the City sewer to any future divided lot may be an issue. Vice Chair Cary asked if future development would warrant another access variance to meet spacing standards. Graichen said the land division process would likely require a reciprocal access easements for shared approaches.

IN FAVOR

Neider, Jerry. Applicant. Neider said there is a county storm drain and power lines that run along their property line that makes it hard to place a driveway approach. Neider said their intent is to cut a third of an acre off the side of their property. Neider thinks the second driveway approach was built prior to buying the property. He thought the second access was already approved with the County, but they could not find proof. Chair Petersen asked if they would be open to requiring shared access for the future lot. Neider said sharing access is what they would request anyways. Commissioner Webster asked if the driveway would be large enough to prevent backing maneuvering. Neider said that is why they are requesting wider driveway width. Vice Chair Cary asked why the approach width needed to be 32 feet. Neider said the approach is already graveled at that width. He also said it is easier to pull in with an RV on the busy road with a wider width.

IN OPPOSITION

No one spoke in opposition.

END OF ORAL TESTIMONY

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

CLOSE PUBLIC HEARING & RECORD

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

DELIBERATIONS

Vice Chair Cary asked if they should make shared access with any future land division part of the conditions. Graichen said there is no problem with making that a condition.

Vice Chair Cary noted that the wider driveway is not out of the ordinary for the surrounding area. The Commission agreed. They also would prefer to add shared access as a condition with future land divisions.

MOTION

Commissioner Cohen moved to approve the Access Variance permit at 32 feet wide with an additional condition that any future land divisions share access. Commissioner Webster seconded. All in favor; none opposed; motion carries.

Commissioner Cohen moved for Chair Petersen to sign the Findings and Conclusions once prepared. Commissioner Webster seconded. All in favor; none opposed; motion carries.

□

SDR.6.17 & SL.3.17 Amended Decision - St. Helens School District

Graichen said this is a proposal to amend the decision from the St. Helens School District's Site Design Review (SDR.6.17) application which was approved during last month's meeting. He said it is a rare situation to have an amended decision for a decision made by the Commission. It is not a public hearing, so there cannot be new evidence presented. The discussion must be limited to the amended decision application included in the packet. Graichen said this is not the time for additional testimony. Only the applicant's representative should speak about the request to amend the decision.

Commissioner Cohen asked if there is an issue with presenting new information that the public did not have the opportunity to speak on during the hearing. Graichen said yes; the Commission should be careful. He said the Development Code does allow amended decisions, but this is Graichen's first time amending a decision that was made by the Commission. Commissioner Cohen asked why the District did not appeal the decision to City Council. Graichen said that an amended decision could potentially avoid the hassle and time of an appeals process. He also noted that the testimony received in opposition during the public hearing was about impact to surrounding neighbors, not about the timing of frontage improvements, which is what is being discussed tonight. Both the applicant and opposition also did not hire lawyer representation. He described the requested amendment to the condition relating to the timing of the frontage improvements, as presented in the memo.

The Commission invited the applicant's representation for the St. Helens School District to speak.

Stockwell, Scot. St. Helens School District Superintendent. Stockwell said the number one concern for the District is student safety. Stockwell said the traffic flow for construction vehicles makes the District anxious for student safety if the sidewalk were constructed prior to building permit issuance. Instead, Stockwell said they will maintain the current path along the back side. This is the access point that they are already used to. It also does not encourage students to walk near the construction vehicle access point.

Stockwell said they have also now combined the contract for the Columbia County Educational Campus (CECC) building and the Middle School building which saves the District money. If the Commission required sidewalk construction prior to building permit issuance, they could not start construction on either project. Chair Petersen asked if they still plan on finishing the CCEC building first. Stockwell said yes, but it will be one contract. Commissioner Webster clarified that the amended decision still requires sidewalk construction prior to the Certificate of Occupancy for the Middle School. Stockwell said yes. Stockwell asked if his Project Manager could speak about the proposal.

Kimmel, Jamin. Angelo Planning Group. Kimmel described that the construction vehicles are being kept away from the front of the school. The construction route is identified as red on the map. The blue arrows represent where the buses will be routed. The yellow represents the construction of a new pedestrian path behind the school. Kimmel said students will have the option of using a bus or pedestrian path to avoid the construction access.

Chair Petersen asked about the location of utilities. Kimmel said a lot of the utilities are being extended down from West Street. Kimmel said if they were required to build sidewalks prior to building permit issuance for the Middle School, they would have to pull them back out to finish the building.

Vice Chair Cary asked if there are two building permits. Kimmel answered that there are two building permits, but it is being treated as one project with one contractor. He said that the contractor will not want to begin work until both buildings are permitted, so requiring sidewalks before building permit issuance will delay all construction on the site. Chair Petersen clarified that the District's plan is to complete the CCEC building by Winter 2018 and the Middle School by Fall 2019. Kimmel said yes.

Commissioner Hubbard asked how much the asphalt path would cost. Kimmel said they have not estimated the cost yet. Commissioner Hubbard said it seems like it is a costly path for just temporary access. Kimmel said they are considering leaving it a permanent path. Commissioner Hubbard asked why the District could not have crossing guards at the construction entrance. Kimmel said another challenge to constructing the sidewalks prior to building permit issuance would mean that they have to construct the sidewalks during the school year. The District's preference is to construct the sidewalks during the summer when there are less vehicles and children using the streets.

Commissioner Lawrence does not feel the amended proposal puts students at a greater risk. Vice Chair Cary agrees that the District made a good effort to address the safety of the students. Commission Cohen wants to be sure that sidewalks will be constructed.

Chair Petersen said he would be open to moving the condition to occupancy of the CCEC building, which is the first building that will receive occupancy. He noted that the majority of the sidewalks about the CCEC building anyways. This would still allow them to complete the first building. Graichen said that there is still a temporary construction access along the proposed sidewalks. Vice Chair Cary thinks it would be dangerous to construct sidewalks near this construction access. Commissioner Webster agrees. She thinks the District should have until the summer of 2019 to build the sidewalks so that they do not have to construct them during the school year. Commissioner Lawrence agrees. She feels it does not make sense to build sidewalks

prior to construction of the Middle School. Commissioner Cohen does not have a preference when the sidewalks get constructed, as long as they do get constructed. He is concerned that the District will not have the funds to construct the sidewalks at a later date. Vice Chair Cary said the District would not be able to receive occupancy without sidewalks.

MOTION

Vice Chair Cary moved to accept the amended decision according to the student access management plan. Commissioner Webster seconded. Commissioner Webster, Commissioner Cohen, Vice Chair Cary and Commissioner Lawrence in favor; Commissioner Hubbard opposed; motion carries.

Commissioner Cohen moved for Chair Petersen to sign the Findings and Conclusions once prepared. Commissioner Webster seconded. All in favor; none opposed; motion carries.

□

Acceptance Agenda: Planning Administrator Site Design Review

- a. Site Design Review (Minor) at 2275 Gable Road - Dutch Bros Coffee walk-in cooler, storage building, and trash enclosure
- b. Site Design Review (Minor) at 2035 Columbia Blvd. - External stairway improvements
- c. Site Design Review (Major) at 330 S. 1st Street - Establish new uses in an existing building
- d. Site Design Review (Minor) at 795 S. Columbia River Highway - Install Bottle Drop Express in existing Safeway parking lot

Commissioner Cohen moved to accept the acceptance agenda. Commissioner Webster seconded. All in favor; none opposed; motion carries.

□

Planning Director Decisions

- a. Accessory Structure at 59363 Mountain View Drive - New storage shed
- b. Home Occupation (Type I) at 374 N. 6th Street - Home office for construction business
- c. Sign Permit (Banner) at 2100 Block of Columbia Blvd. - Spirit of Halloweentown Parade

There were no comments.

□

Planning Department Activity Reports

There were no comments.

□

For Your Information Items

Graichen said the position for Chair Petersen's term has been advertised. He also noted that there is a Certified Local Government workshop in Canby, Oregon on October 17. City staff cannot make it this year. It is free if any Commissioner wants to attend.

□

There being no further business before the Planning Commission, the meeting was adjourned at 8:43 p.m.

Respectfully submitted,

Jennifer Dimsho
Associate Planner

2017 Planning Commission Attendance Record

P=Present A=Absent Can=Cancelled

Date	Petersen	Hubbard	Lawrence	Cohen	Cary	Semling	Webster
01/10/17	P	P	A	P	P	P	P
02/14/17	P	P	P	P	A	P	P
03/14/17	P	P	A	P	P	P	P
04/11/17	P	P	P	P	P	P	P
05/09/17	P	P	P	A	P	P	P
06/13/17	P	P	P	P	P	P	P
07/11/17	A	P	P	P	P	P	P
08/08/17	P	P	P	P	P	P	P
09/12/17	P	P	P	P	P	P	P
10/10/17	P	P	P	P	P	A	P
11/14/17							
12/12/17							

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 20th day of December, 2017 are the following Council minutes:

2017

- Work Session, Public Hearing, and Regular Session Minutes dated November 15, 2017

After Approval of Council Minutes:

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

City of St. Helens City Council

Work Session Minutes

November 15, 2017

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

Members Absent: None

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Finance Director
Sue Nelson, Public Works Engineering Director
Margaret Jeffries, Library Director
Terry Moss, Police Chief
Jacob Graichen, City Planner
Jenny Dimsho, Associate Planner
Tina Curry, Event Manager

Others: Jay Tappan
Mark Comfort

- 1) **Call Work Session to Order**
- 2) **Visitor Comments**

- ◆ Jay Tappan. He is representing Toy 'n Joy and is requesting a donation from the City for the silent auction. Last year, the City donated a \$200 utility bill credit. Consensus of Council is to do the same donation as last year.
- ◆ Tina Curry. She asked for confirmation if the Council wants to keep the museum and gift shop open during the year. There is also an opportunity to sublease to artists and new businesses. There was no objection from the Council. City Administrator Walsh will prepare a lease agreement for Council approval.

Councilor Conn asked Tina when the remaining Halloween decorations will be taken down from the building. After discussion, Mayor Scholl directed staff to take it down.

Tina went on to report:

- The Christmas tree lighting will be held on December 9. Councilor Conn requested candy canes to hand out.
- The rocks will be moved closer to City Hall. She proposes to have a place for people to sit around a fire and roast s'mores on the weekends. Cameras were purchased to monitor the area. Mayor Scholl suggested incorporating Christmas lights with the Stonehenge.

- She will begin meeting with Spirit of Halloweentown participants the beginning of February.
- She met with CERT team members this morning. Changes are proposed for next year.

3) **Discussion Topics**

3.A Employee Length of Service Awards

Two employees have reached a milestone in their employment with the City of St. Helens. The following individuals will receive a certificate and pin.

10 Years

Guy Davis came to work for the City on October 22, 2007, as our Water System/Filtration Operator. Guy has been an integral part of providing clean water to the population of St. Helens.

Scott Williams began working for the City as a Patrol Officer. Then in 2007, he became one of our Code Enforcement Officers. In May of 2009, he took a term limited position as a Utility Worker I working on the City's Inflow & Infiltration project. He was hired permanently as a Utility Worker I in February of 2010 and has moved up to Utility Worker II where he currently works on many projects around the City.

Congratulations, Guy and Scott, and thank you for your service!

3.B Semi-Annual Report from IT Consultant Centerlogic

Max Stahl was in attendance to give his report.

- The front of the building will be re-wired at the beginning of next month.
- Need to migrate user folders over to a new storage.
- Having problems with the Library's people counters. Hoping to have it resolved tomorrow.

3.C Street Vacation Planning Commission Review

City Planner Graichen reviewed his memo with the Council. Does the Council want the St. Helens Marina street vacation to be reviewed by the Planning Commission for a recommendation before coming to City Council for a decision? After discussion, it was the consensus of the Council for the review to go directly to the Council.

3.D Schedule First Meeting for 2018 Spirit of Halloweentown

Tina distributed notes from the emergency management meeting earlier in the day. After discussion, it was the consensus of the Council to meet on February 15 at 7 p.m. Tina will announce the meeting and create an event. If there's not much of a response, the meeting will be held in the Council Chambers.

3.E Review Proposed Front Office Specialist Job Description

Finance Director Brown reviewed the job description. It is included on tonight's agenda for approval. Staff recommends:

- ◆ posting the job in-house, instead of through a temp agency
- ◆ forming group interviews
- ◆ testing the interviewees

Council was in concurrence to start the hiring process as recommended. Brown will bring back a timeline at the next Council meeting.

3.F Discussion Regarding Parks Funding

Finance Director Brown clarified that the item was added to the agenda to begin discussions on the next steps to fund parks.

Council President Morten referred to the map of the Ross Road property that was distributed to the Council. Dave Lawrence from Grace Baptist Church maintains the soccer field for youth sports and the golf driving range. The school district owns the adjacent property and the City owns two pieces on the other side for future park development. He asked what would need to be done to put driveways in to access the property for summer activities, such as baseball. Public Works Engineering Director Nelson responded that they would need to obtain permits and meet County road standards. Morten would like the Parks Commission to take a field trip to view the site. A long term member is very much in favor of using the site for parks activities.

Associate Planner Dimsho referred to the Parks Master Plan. The Ross Road property was identified as City property with a potential for park use. It would serve a number of properties that are currently not being served.

City Planner Graichen will work this in to future Code amendments. Mayor Scholl asked Graichen to see if there is an easement that runs through the property.

Discussion of parks maintenance. Walsh pointed out that one of the most important things is having a dedicated funding source for parks. Council President Morten talked about creating “Friends” groups for each of the parks. It has been very successful for Nob Hill and the various areas that the Garden Club has taken on. Mayor Scholl asked Morten to talk to the Parks Commission and find out how they feel about going out for a parks levy.

Visitor Comment from Mark Comfort

Mark is here to talk about a piece of property on Firway Lane that has an LID. It's owned by Shin Pack and is in foreclosure. Mark has made an offer on the property, subject to taking over the debt to the City. As of December, he owes \$82,723. Mark is willing to take that debt on if the City will extend the same deadline to him of 2019. As soon as he is able to sell his property and invest in this one, he will be able to pay the debt.

After discussion, Council concurred.

4) Department Reports

Police Chief Moss reported...

- Tina talked about a meeting held this morning. It only included emergency services, public works, and CERT volunteers. It focused on the areas those groups have control over. Areas for improvement include:
 - Have a liaison between emergency services and event staff.
 - Start planning for next year sooner.
- Interviews were held over the last couple weeks. Background checks are being conducted on the top three candidates to fill two positions. It would likely be mid-January before anyone is hired.

Public Works Engineering Director Nelson reported...

- She attended a Board of County Commissioners meeting last week with Columbia County Road Department Engineering Project Manager Tristan Wood. The Commissioners approved a contract with David Evans Associates to begin working on

the Gable Road Improvement project. Construction is proposed to begin in 2019. Council President Morten asked if there is opportunity with this project to fix the access into the businesses along Gable Road. Nelson said the consultant will be looking at that. It would require cooperation and financial obligation from property owners. The major issue they are asking for improvements is to the crosswalk at the high school and the entrances into the high school. Morten wants to be sure the adjacent property owners are alerted that it is being reviewed and request their input.

Library Director Jeffries reported...

- The Extension Service is holding a mushroom identification program at the Library tonight at 7 p.m.
- They may be opening a few minutes late on Monday, December 4, following an all-staff customer service training.

Finance Director Brown reported...

- All of the extensions for the auditor's contract have been exhausted. He proposes continuing with them for three years, based on their quote, with two one-year extensions. The quote is comparable with what they currently provide. Council concurred. Brown will return with a contract.

City Recorder Payne reported...

- Emphasized the importance of speaking into the microphones.

City Administrator Walsh reported...

- Tonight's agenda includes an extension of the agreement with EcoNorthwest for site development consulting services. Dedicated funds are still available but the agreement time is expiring.
- The agreement with Comcast is due by the end of the year.
- He's working with Council to update the Transient Room Fee Ordinance.
 - Prioritization of uses.
 - Updates to the electronic age; i.e., Expedia, Air B&B's, etc.
- Moving forward with the direct access franchise agreement to include industrial users who use energy throughout the City and don't pay the privilege tax.
- Working on the master planning efforts.

5) **Council Reports**

Councilor Locke reported...

- Requested an update on the dock electricity. Nelson reported that the contractor has ordered the parts. The new breaker is scheduled to be installed before the end of November.
- Requested assistance from the Council and permission to use the Council Chambers to feed the Christmas Ship captains. Council concurred.
- Working through issues with the new tenant of the Boise property. OLCC has multiple permits that take several months to complete.
- Working on Cascade issues as well.
- Gazette articles are due to Communications Officer Farnsworth the first week of December.

Councilor Carlson reported...

- Organizing the Elf on the Shelf scavenger hunt. It is scheduled to begin after Thanksgiving.
- A senior at St. Helens High School took their own life yesterday. Be aware of the kids silently seeking help.

Councilor Conn reported...

- Last night's Library Board meeting was cancelled. Committees continue to meet reviewing the Strategic Plan.
- The Library Board and Arts & Cultural Commission participated in the Trunk or Treat at the Police station. It was a great turnout.
- Scarecrow contest awards will be given at tonight's meeting.

Council President Morten reported...

- Talked to Bob Salisbury about the St. Helens Community Foundation. There are three components to the Foundation: 1) community development director; 2) finance person; and 3) insurance person. It's simple and not time extensive. He would like to see the City take it on. Walsh agreed with the need for the Foundation. Councilor Carlson suggested talking to the School District to see how they handle it.
- Reminded the Council that it's time to hold department head pre-conferences and complete evaluations.
- The Lions Club donated \$1,000 for trees. Parks seem to be successful when they have a theme. He suggested planting shade trees in Civic Pride Park.

Mayor Scholl reported...

- Reminded everyone to make sure storm drains in front of their houses are clear.
- Asked if Code Enforcement Officer Hartless is still working Saturdays. The homeless boater was back last weekend. Moss responded that he's working Monday – Friday now. He will likely work Saturdays during the busy boat season.
- Stay dry, warm, and safe.

6) **Executive Session**

6.A ORS 192.660(2)(e) Real Property Transactions
The executive session was cancelled.

7) **Other Business**

8) **Adjourn**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Public Hearing Minutes

November 15, 2017

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

Members Absent: Councilor Ginny Carlson

Staff Present: John Walsh, City Administrator
Jacob Graichen, City Planner
Kathy Payne, City Recorder
Matt Brown, Finance Director

Others: Meagan Tolles

1) **6:50 p.m. Open Public Hearing**

2) **Topic**

2.A Easement Extinguishment at 34704 Snow Street (Tolles)

City Planner Graichen presented the staff report.

Council President Morten asked if locates were done. Graichen confirmed that locates were done.

No comments in favor, neutral, or opposed.

3) **Close Public Hearing**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Regular Session Minutes

November 15, 2017

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

Members Absent: Councilor Ginny Carlson

Staff Present: John Walsh, City Administrator
Jacob Graichen, City Planner
Kathy Payne, City Recorder
Matt Brown, Finance Director
Crystal Farnsworth, Communications Officer

Others: Meagan Tolles Judy Thompson Jesse Powell
Lacey Deahl Tiffany Gortler Ernie Martin
Terry McGettigan Lara Huffsmith

- 1) **7:00 p.m. Call Regular Session to Order**
- 2) **Pledge of Allegiance**
- 3) **Presentation of Spirit of Halloweentown Scarecrow Contest Winners**

The following awards were given from the City based on Facebook "likes."

Grand Prize: Hudson Garbage

Honorable Mention: Drake's Towing & Recovery

Honorable Mention: Barlow Bikes

The following awards were given from SHEDCO based on votes from judges.

First Place in Business Category: Drake's Towing

Second Place in Business Category: Hagan Hamilton Insurance

First Place in Residential Category: Brittany Powell

Second Place in Residential Category: Judy Thompson

Congratulations to the winners!

- 4) **Visitor Comments**

No visitor comments.

- 5) **Deliberations: Easement Extinguishment at 34704 Snow Street (Tolles)**

Motion: Upon Morten's motion and Locke's second, the Council unanimously approved the easement extinguishment for the portion encroached by the dwelling at 34704 Snow Street.

6) **Ordinances - Final Reading**

6.a Ordinance No. 3221: An Ordinance Vacating a Portion of N. 10th Street Right of Way

Mayor Scholl read Ordinance No. 3221 by title for the final time. **Motion:** Upon Locke's motion and Conn's second, the Council unanimously adopted Ordinance No. 3221. [Ayes: Locke, Scholl, Conn, Morten; Nays: None]

7) **Approve and/or Authorize for Signature**

7.a Extension of Agreement with ECONorthwest for Site Development Consulting Services

7.b Contract Payments

Motion: Upon Conn's motion and Locke's second, the Council unanimously approved '7a' through '7b' above.

8) **Consent Agenda for Approval**

8.a Council Work Session, Public Forum, Public Hearing, and Regular Session Minutes dated October 4 and 18, 2017

8.b Front Office Specialist Job Description

8.c Accounts Payable Bill Lists

Motion: Upon Morten's motion and Conn's second, the Council unanimously approved '8a' through '8c' above.

9) **Mayor Report**

Mayor Scholl reported...

- Had a really good retreat. Good time of becoming familiar with City functions and reviewing goals. Council President Morten added that values and visions were shared.
- Happy Thanksgiving!

10) **Council Reports**

Council President Morten reported...

- He was very serious today about parks. The late Parks Commissioner Phillip Roddy made certain that the City received \$1,000 for trees. Morten would like to see an arboretum in one of the parks. He suggested it in Civic Pride Park.

Councilor Conn reported...

- Why don't we celebrate Arbor Day in this part of the country? Walsh added that we also don't participate in the Tree City program. He can look into it.

Councilor Locke reported...

- Speaking of trees, this will be the 10th year having a Christmas tree in the Plaza. He suggested planting a tree there.
- It was a great retreat.

11) **Department Reports**

Public Works Engineering Director Nelson reported...

- Nothing to report.

City Planner Graichen reported...

- Nothing to report.

Communications Officer Farnsworth reported...

- Requested Gazette articles by November 29.

Library Director Jeffries reported...

- She will catch the tail end of the mushroom identification program at the Library tonight.

Finance Director Brown reported...

- Nothing to report.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported...

- Happy Thanksgiving!
- Plaza decorations will go up around December 1.

12) **Adjourn**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens
Consent Agenda for Approval

ANIMAL FACILITIES

The following facilities have been inspected by City of St. Helens Police Department and are recommended for approval of an Animal Facility License:

<u>Owner Name</u>	<u>Location</u>	<u>Purpose</u>
• Linda Howell	185 N. 13 th St.	Multiple Dogs
• Jenelle Harrison	185 N. Vernonia Rd.	Multiple Dogs
• Desiree Gray	930 West St.	Multiple Dogs

City of St. Helens

P.O. Box 278 • 265 Strand Street • St. Helens, OR 97051 • 503-397-6272

Application Fee: \$40.00

Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

If you own any of the following inside the city limits, you must have an Animal Facility License:

- More than 3 adult dogs; or
- More than 3 adult dogs and one litter of puppies; or
- More than 3 adult hens and/or ducks and 6 chicks or ducklings under 9 weeks; or
- More than 3 adult rabbits and/or 1 litter of bunnies under 9 weeks; or
- An exotic animal

Complete the application and return to the above address with the fee, copies of your dogs' licenses and a copy of your homeowners insurance. You must list each animal separately in the space provided below that you intend to keep at your facility. Your facility, including perimeter fence if required, must be inspected before your application will be forwarded to the City Council for action. The Police Department will contact you within 10 days of application to schedule an inspection. The application fee is \$40 for a two year license and must be renewed prior to expiration.

If your application is denied, you have two options to obtain compliance: 1) You meet the requirements for an animal facility license; or 2) you have only allowed animals on your property. Once you can prove that you are in compliance for a license, we can seek approval by the City Council. If you have eliminated the need for an animal facility license, you may request a refund of the application fee.

Address at which animal(s) will be kept: <u>930 West St.</u>				
Applicant Information			Alternate Contact/In Case of Emergency	
Name: <u>Desiree Gray</u>			Name:	
Mailing address: <u>930 West St</u>			Mailing address:	
City/State/Zip: <u>St. Helens OR 97051</u>			City/State/Zip:	
Cell phone:			Cell phone:	
Home phone: <u>Same</u>			Home phone:	
Email:			Day/time of week that works best for you: <u>anytime</u>	
List each animal to be kept at the above address (attach additional paper if more than 6 animals)				
Species/Breed	Name	Sex	Age	County Dog License Expiration Date
1. <u>Australian Shep</u>	<u>Jaws</u>	<u>m</u>	<u>15</u>	<u>3-30-18</u>
2. <u>Terrier mix</u>	<u>Thumper</u>	<u>m</u>	<u>11</u>	<u>3-30-18</u>
3. <u>German Boxer mix</u>	<u>Brutus</u>	<u>m</u>	<u>9</u>	<u>2-28-18</u>
4. <u>Border collie/airden mix</u>	<u>Sadie</u>	<u>F</u>	<u>6</u>	<u>10-31-17</u>
5.				
6.				
Veterinarian Information				
Name: <u>Dr. Horton</u>			Phone: <u>503-397-4190</u>	
Address:			City/State/Zip:	
Liability Insurance Information				
Agent's Name: <u>State Farm / Kevin Iverson</u>			Phone: <u>503-397-0850</u>	
Insurance Company: <u>State Farm</u>			Policy No.:	
Attach a copy of the policy indicating applicant is covered while maintaining the described animal(s) or have a copy available for the officer when they come to inspect your facility.				

AUTHORIZATION

I, Desiree Gray, understand that I am applying for an animal facility license to keep the above listed animal(s) at 930 West St, St. Helens, Oregon. I have read Municipal Code Chapter 6.04 Animal Control Code, and fully understand my obligation as an animal owner and facility operator and agree to comply with the Code and applicable county, state and federal laws. I further understand that this license, if approved, is valid for a period of two years and must be renewed prior to expiration.

Desiree Gray
Applicant Signature

8-14-17
Date Signed

FOR OFFICE USE ONLY

Date received: <u>8-14-17</u>	Officer assigned: <u>Hartless</u>	Date forwarded to City Recorder: <u>12-13-17</u>
Received by: <u>AWO</u>	Date/Time of inspection: <u>8-18-17</u>	Council meeting date: <u>12-20-17</u>
Receipt No.: <u>01456120</u>	Officer recommendation:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Dated forwarded to PD: <u>8-14-17</u>	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	If approved, date license issued: <u>12-20-17</u>
Forwarded by: <u>AWO</u>		Expiration date: <u>12-20-19</u>

RECEIVED

AUG 10 REC'D

Columbia County
Sheriffs Office

Owner Detail

Owner 10550

Name: GRAY, DESIREE

Senior Citizen:

Kennel: ☐ Inspection Date: Expiration Date: Limit:

Street Address:

930 WEST
ST. HELENS, OR 97051

Mailing Address:

930 WEST ST
ST. HELENS, OR 97051

Phone:

Notes:

Adoption Notes:

Disallow Adoption: ☐

Animals:

ID	Name	Breed	Color	License	Issue Date	Exp. Date
18966	BRUTUS	SHEPHERD	TAN	SH03769	12/30/2015	2/28/2018
19808	JAWS	AUSTRALIAN SHEPHERD	TRI-COLOR	SH03770	3/29/2016	3/30/2018
20819	SADIE	AIREDALE TERRIER	BROWN	SH05196	12/1/2016	10/31/2017
21182	THUMPER	TERRIER	BLACK	SH03047	3/29/2016	3/30/2018

Complaints:

ANIMAL VIOLATION/ORD

St. Helens Police Department

COMMUNITY PARTNER RELEASE

CASE NUMBER
GO 33 2017-17063440

This is a copy of a St. Helens Police Department report released pursuant to the Freedom of Information Act. Sensitive or personal information may have been redacted prior to the release of this report.

COMMUNITY PARTNER RELEASE	
DATE RELEASED 09/05/2017	
AUTHORIZED BY 33MDUR-DURAN, MALINDA R	RELEASED BY 33MDUR-DURAN, MALINDA R
BUSINESS NAME CITY COUNCIL	
NAME	
RELEASE INSTRUCTIONS	



St. Helens Police Department

COMMUNITY PARTNER RELEASE

CASE NUMBER
GO 33 2017-17063440

GENERAL OFFENSE										
REPORTED DATE/TIME 08/18/2017 1332		OCCURRED DATE/TIME 08/18/2017 1332			REPORTING OFFICER/DEPUTY NAME & # HARTLESS, ADAM J (33AHAR)					
LOCATION OF INCIDENT 930 WEST ST, ST HELENS								PLACE		
COUNTY COLUMBIA		DISTRICT SH		BEAT SH		GRID 5104				
SEVERITY		FAMILY VIOLENCE		GANG INVOLVEMENT		BIAS NONE (no bias)		SPECIAL STUDY		
RELATED INCIDENT NUMBERS CP 33 2017-17063440										
TOTAL LOSS		TOTAL RECOVERED		DAMAGED TOTAL			DRUG TOTAL			
INTERNAL STATUS NOT AN OFFENSE				APPROVED BY MILTICH, ANTHONY J (49415)				APPROVED ON 09/02/2017		
OFFENSES [1]										
OFFENSE ANIMAL VIOLATION/ORD					PREMISE TYPE Residence/Home					
PERSON - OWNER #1										
NAME (LAST, FIRST MIDDLE) GRAY, DESIREE				SEX		RACE		DOB		AGE
HOME ADDRESS - STREET, CITY ZIP 930 WEST ST, ST HELENS OR 97051						HEIGHT	WEIGHT	HAIR COLOR		EYES
HOME PHONE		CELL PHONE		WORK PHONE		EMAIL ADDRESS				
DRIVERS LICENSE (STATE)		SOCIAL SECURITY NUMBER		POB			ETHNICITY UNKNOWN			

ANIMAL VIOLATION/ORD

St. Helens Police Department

COMMUNITY PARTNER RELEASE

 CASE NUMBER
 GO 33 2017-17063440

CASE SUMMARY	
AUTHOR HARTLESS, ADAM J (33AHAR)	DATE/TIME 08/23/2017 1536
SUBJECT AFLI SUMMARY	
<p>On 08182017 at 1332 hours I conducted an Animal Facility License Inspection at 930 West Street for Desiree Gray. In my opinion I believe the permit should be issued.</p>	
NARRATIVE	
AUTHOR HARTLESS, ADAM J (33AHAR)	DATE/TIME 08/23/2017 1527
SUBJECT ANIMAL FACILITY LICENSE NT	
<p>On Monday, 08182017 at approximately 1332 hours, I met with Desiree Gray at her residence located at 93 West St., St. Helens, OR to conduct a prescheduled Animal Facility License Application inspection. This inspection is to ensure the premises is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with her application was her liability insurance rider information from State Farm Insurance Company (Policy #. and information regarding where they seek veterinary care for their animals; St. Helens Veterinary Clinic.</p> <p>I noticed her home is a single family, wood framed residence in a residential neighborhood. Desiree explained that the facility license is to allow her to have a larger number of family pets, not to run a shelter or boarding service. Desiree has a total of four family dogs, all of whom appeared to be well groomed and in good health.</p> <p>I saw the residence had a spacious back yard encircled with a sturdy 6' high wooden fence. The fence was in good condition and was adequate to keep the animals on their property and to keep other animals from entering her yard. This space has adequate runoff to prevent water pooling. During inclement weather or days of excessive heat, the dogs are kept inside the home. Desiree said the dogs are primarily indoor dogs. Desiree had also added a ramp to the back door to help the elderly pets get in and out of the house.</p> <p>Desiree invited me into the home. The home was clean and orderly. The dogs were well-mannered and did not appear to be aggressive. They all had Columbia County Issued dog licenses. The home has working electricity, potable water and wash facilities to keep clean. The home was a comfortable 72 degrees (approximately) with both natural and artificial lighting illuminating the interior. The food was stored in a sealed plastic container to prevent vermin infestation. The food and water is served in bowls that are up off of the floor. The dog's bedding was clean and dry, being located inside the house.</p> <p>The house and yard were clean. While Desiree does not have a quarantine area for possible diseased animals, she stressed they do not run a shelter or "rescue facility" and they do take their animals for veterinary care when needed.</p>	

ANIMAL VIOLATION/ORD

St. Helens Police Department
COMMUNITY PARTNER RELEASE

CASE NUMBER
GO 33 2017-17063440

I am not aware of any recent complaints received by SHPD regarding noise, odors, stray animals, or other Ordinance violations regarding the Zmolek's residence. ** see attached email*

From everything I gathered during this inspection I believe the Zmolek's residence is in compliance with City Ordinance 6.04.080 and should be issued an Animal Facility License Permit.

Heidi Davis

From: Adam Hartless
Sent: Wednesday, December 13, 2017 11:35 AM
To: Heidi Davis
Subject: Error on report for Desiree Gray

A report written in regards to an animal facility license for Desiree Gray at 930 West St had an error in regards to referring to Zmolek instead of Desiree Gray. Desiree Gray in my opinion should be granted an animal facility license upon my investigation.

Sincerely,
Officer Adam Hartless
St. Helens Police Department
Code Enforcement
(503)313-3695

Sent from my iPad

CITY OF ST. HELENS
265 Strand
St. Helens, OR 97051

08/14/2017 11:12 AM
Receipt No. 01456120

2 YEAR AFL	40.00
------------	-------

----- Total	40.00
----------------	-------

Cash	40.00
------	-------

CASH	40.00
------	-------

DESIREE GRAY
Customer #000000
930 WEST ST

ST HELENS, OR 97051-

Cashier: heidi
Station: CH-FRONTDESKW7

City of St. Helens

P.O. Box 278 • 265 Strand Street • St. Helens, OR 97051 • 503-397-6272

Application Fee: \$40.00

Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

If you own any of the following inside the city limits, you must have an Animal Facility License:

- More than 3 adult dogs; or
- More than 3 adult dogs and one litter of puppies; or
- More than 3 adult hens and/or ducks and 6 chicks or ducklings under 9 weeks; or
- More than 3 adult rabbits and/or 1 litter of bunnies under 9 weeks; or
- An exotic animal

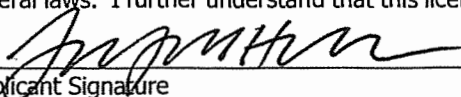
Complete the application and return to the above address with the fee, copies of your dogs' licenses and a copy of your homeowners insurance. You must list each animal separately in the space provided below that you intend to keep at your facility. Your facility, including perimeter fence if required, must be inspected before your application will be forwarded to the City Council for action. The Police Department will contact you within 10 days of application to schedule an inspection. The application fee is \$40 for a two year license and must be renewed prior to expiration.

If your application is denied, you have two options to obtain compliance: 1) You meet the requirements for an animal facility license; or 2) you have only allowed animals on your property. Once you can prove that you are in compliance for a license, we can seek approval by the City Council. If you have eliminated the need for an animal facility license, you may request a refund of the application fee.

Address at which animal(s) will be kept: 185 N. Vernonia				
Applicant Information		Alternate Contact/In Case of Emergency		
Name: Janelle June Harrison	Name: Michael Harrison			
Mailing address: 185 N. Vernonia Rd	Mailing address: 185 N. Vernonia Rd			
City/State/Zip: St Helens OR 97051	City/State/Zip: St Helens OR 97051			
Cell phone:	Cell phone:			
Home phone:	Home phone:			
Email:	Day/time of week that works best for you: call cell anytime			
List each animal to be kept at the above address (attach additional paper if more than 6 animals)				
Species/Breed	Name	Sex	Age	County Dog License Expiration Date
1. Bulldog Eng.	Cooter	M	8 yrs.	12/31/17
2. Bulldog	Lyla	F	3 yrs	01/31/18
3. Bulldog	Rosco	M	3 yrs	12/31/17
4. Doghound	Pepper	F	14 yrs	12/31/17
5. Eng. Bulldog	Hera	F	2 yrs	12/31/17
6.				
Veterinarian Information				
Name: Midway and Columbia vet St. Helens		Phone: 503 397 6470 / 503 397 1928		
Address: 34453 McQuinn Ln / 35645 Firloak		City/State/Zip: St. Helens / Warren		
Liability Insurance Information				
Agent's Name: Allstate		Phone: 503 397 3976		
Insurance Company: Allstate		Policy No.: 1		
Attach a copy of the policy indicating applicant is covered while maintaining the described animal(s) or have a copy available for the officer when they come to inspect your facility.				

AUTHORIZATION

I, Janelle June Harrison, understand that I am applying for an animal facility license to keep the above listed animal(s) at 185 N. Vernonia Rd, St. Helens, Oregon. I have read Municipal Code Chapter 6.04 Animal Control Code, and fully understand my obligation as an animal owner and facility operator and agree to comply with the Code and applicable county, state and federal laws. I further understand that this license, if approved, is valid for a period of two years and must be renewed prior to expiration.


Applicant Signature

07/25/17
Date Signed

FOR OFFICE USE ONLY

Date received: 7/25/17	Officer assigned: Hartless	Date forwarded to City Recorder: 12-13-17
Received by: CF	Date/Time of inspection: 8-8-17	Council meeting date: 12-20-17
Receipt No.: 1455178	Officer recommendation:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Dated forwarded to PD: 7/26/17	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	If approved, date license issued: 12-20-17
Forwarded by: LS		Expiration date: 12-20-19

Owner Detail

Owner 10862

Name: HARRISON, JENELLE & MICHAEL

Senior Citizen:

Kennel: ☐ **Inspection Date:** **Expiration Date:** **Limit:**

Street Address:

185 N VERNONIA
ST. HELENS, OR 97051

Mailing Address:

185 N VERNONIA RD
ST. HELENS, OR 97051

Phone:

Notes:

Adoption Notes:

Disallow Adoption: ☐

Animals:

ID	Name	Breed	Color	License	Issue Date	Exp. Date
19149	CHILE PEPPER	DACHSHUND	DAPPLE	SH01612	1/4/2017	12/31/2017
19275	COOTER DAVENPORT	ENGLISH BULLDOG	WHITE	SH03596	1/4/2017	12/31/2017
21744	ROSCO	BULLDOG	BRINDLE	32827	1/4/2017	12/31/2017
21745	LULU	BULLDOG	WHITE	32828	1/4/2017	1/31/2018
23535	HERA	ENGLISH BULLDOG	BLACK	34378	1/4/2017	12/31/2017

Complaints:

ALL OTHER OFFENSES

St. Helens Police Department
COMMUNITY PARTNER RELEASE

CASE NUMBER
GO 33 2017-17060506

This is a copy of a St. Helens Police Department report released pursuant to the Freedom of Information Act. Sensitive or personal information may have been redacted prior to the release of this report.

COMMUNITY PARTNER RELEASE	
DATE RELEASED 08/11/2017	
AUTHORIZED BY 33MDUR-DURAN, MALINDA R	RELEASED BY 33MDUR-DURAN, MALINDA R
BUSINESS NAME CITY COUNCIL	
NAME	
RELEASE INSTRUCTIONS	



St. Helens Police Department

COMMUNITY PARTNER RELEASE

CASE NUMBER
GO 33 2017-17060506

GENERAL OFFENSE									
REPORTED DATE/TIME 08/08/2017 1210		OCCURRED DATE/TIME 08/08/2017 1210			REPORTING OFFICER/DEPUTY NAME & # HARTLESS, ADAM J (33AHAR)				
LOCATION OF INCIDENT 185 N VERNONIA RD, ST HELENS								PLACE	
COUNTY COLUMBIA		DISTRICT SH		BEAT SH		GRID 5106			
SEVERITY	FAMILY VIOLENCE NO		GANG INVOLVEMENT		BIAS NONE (no bias)		SPECIAL STUDY		
RELATED INCIDENT NUMBERS CP 33 2017-17060506									
TOTAL LOSS		TOTAL RECOVERED		DAMAGED TOTAL			DRUG TOTAL		
INTERNAL STATUS NOT AN OFFENSE				APPROVED BY HOGUE, JOSEPH (34908)				APPROVED ON 08/11/2017	
OFFENSES [1]									
OFFENSE ALL OTHER OFFENSES					PREMISE TYPE Residence/Home				
PERSON - OWNER #1									
NAME (LAST, FIRST MIDDLE) HARRISON, JANELLE JUNE				SEX	RACE		DOB		AGE
HOME ADDRESS - STREET, CITY ZIP 185 N VERNONIA RD, ST. HELENS OR 97051-					HEIGHT	WEIGHT	HAIR COLOR		EYES
HOME PHONE		CELL PHONE		WORK PHONE		EMAIL ADDRESS			
DRIVERS LICENSE (STATE)		SOCIAL SECURITY NUMBER		POB		ETHNICITY UNKNOWN			

ALL OTHER OFFENSES

St. Helens Police Department

COMMUNITY PARTNER RELEASE

CASE NUMBER
GO 33 2017-17060506
CASE SUMMARY

AUTHOR HARTLESS, ADAM J (33AHAR)	DATE/TIME 08/10/2017 1056
SUBJECT ANIMAL FACILITY INSP. CS	

On 8/8/17 I conducted an Animal Facility License Inspection at 185th8 N Vernonia Rd. for Janelle Harrison. In my opinion they should be issued the license.

NARRATIVE

AUTHOR HARTLESS, ADAM J (33AHAR)	DATE/TIME 08/10/2017 1120
SUBJECT ANIMAL FACILITY INSP. NT	

On Monday, 08/08/2017 at approximately 12010 hours, I met with Mrs. Janelle Harrison at her residence located at 185 N. Vernonia Rd., St. Helens, OR to conduct a prescheduled Animal Facility License Application inspection. This inspection is to ensure the premises is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with her application was their liability insurance rider information from Allstate Insurance Company (Policy # and information regarding where they seek veterinary care for their animals; Columbia Veterinary Clinic and Midway Clinic in St. Helens, OR.

I noticed her home is a single family, wood framed residence in a residential neighborhood. Janelle explained that the facility license is not to run a shelter or boarding service. Janelle has a total of five family dogs, all of whom appeared to be well groomed and in good health.

I saw the residence had a spacious back yard encircled with a sturdy 4'-5' fence. The fence was in good condition and was adequate to keep the animals on their property and to keep other animals from entering her yard. This space has adequate runoff to prevent water pooling. During inclement weather or days of excessive heat, Janelle told me the dogs are inside where there is adequate climate control. Janelle said the dogs are primarily indoor dogs.

Janelle invited me into the home. The home was clean and orderly. The dogs were well-mannered and did not appear to be aggressive. They all had Columbia County Issued dog licenses. The home has working electricity, potable water and wash facilities to keep clean. The home was a comfortable 70 degrees (approximately) with both natural and artificial lighting illuminating the interior. The food was stored in a sealed plastic container to prevent vermin infestation. The food and water is served in bowls that are up off of the floor. The dog's bedding was clean and dry.

The house and yard were clean. Janelle said he cleans up regularly, putting feces into the garbage. While Janelle does not have a quarantine area for possible diseased animals, she said she does not run a shelter or and she do take their animals for veterinary care when needed.

I am not aware of any recent complaints received by SHPD regarding noise, odors, stray animals, or other Ordinance violations regarding Janelle's residence.

ALL OTHER OFFENSES

St. Helens Police Department
COMMUNITY PARTNER RELEASE

CASE NUMBER
GO 33 2017-17060506

From everything I gathered during this inspection I believe Janelle's residence is in compliance with City Ordinance 6.04.080 and should be issued an Animal Facility License Permit.

CITY OF ST. HELENS
265 Strand
St. Helens, OR 97051

07/25/2017 4:32 PM
Receipt No. 01455178

ANIMAL FACILITY LIC	
ENSE - 185 N VERNON	
IA	40.00

Total 40.00

Cash	0.00
Check 8350	40.00

JENELLE JUNE HARRISON
Customer #000000
185 N VERNONIA ROAD

ST HELENS, OR 97051-

Cashier: crystalf
Station: CH-PC26

Renewal

Application Fee: \$40.00

City of St. Helens

P.O. Box 278 • 265 Strand Street • St. Helens, OR 97051 • 503-397-6272

Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

If you own any of the following inside the city limits, you must have an Animal Facility License:

- More than 3 adult dogs; or
- More than 3 adult dogs and one litter of puppies; or
- More than 3 adult hens and/or ducks and 6 chicks or ducklings under 9 weeks; or
- More than 3 adult rabbits and/or 1 litter of bunnies under 9 weeks; or
- An exotic animal

Complete the application and return to the above address with the fee. You must list each animal separately in the space provided below that you intend to keep at your facility. Your facility, including perimeter fence if required, must be inspected before your application will be forwarded to the City Council for action. The Police Department will contact you within 10 days of application to schedule an inspection. The application fee is \$40 for a two year license and must be renewed prior to expiration.

If your application is denied, you have two options to obtain compliance:

1. You meet the requirements for an animal facility license; or
2. You have only allowed animals on your property.

Once you can prove that you are in compliance for a license, we can seek approval by the City Council. If you have eliminated the need for an animal facility license, you may request a refund of the application fee.

Address at which animal(s) will be kept: 185 N. 13th				
Applicant Information			Alternate Contact/In Case of Emergency	
Name: Linda L Howell			Name: Shelly Berg	
Mailing address: 175 N. 13th			Mailing address:	
City/State/Zip: St. Helens, Or 97051			City/State/Zip:	
Cell phone:			Cell phone:	
Home phone:			Home phone: Same	
Email:			Day/time of week that works best for you:	
List each animal to be kept at the above address (attach additional paper if more than 6 animals)				
Species/Breed	Name	Sex	Age	County Dog License Expiration Date
1. See attached list				
2.				
3.				
4.				
5.				
6.				
Veterinarian Information				
Name: Mike Jones, DVM			Phone: 503 397 1928	
Address: Hwy 30			City/State/Zip: St Helens	
Liability Insurance Information				
Agent's Name: Pieper Ramsdell			Phone: 503-397-0714	
Insurance Company: American Economy Insurance Co			Policy No.:	
Attach a copy of the policy indicating applicant is covered while maintaining the described animal(s) or have a copy available for the officer when they come to inspect your facility.				

AUTHORIZATION

I, Linda Howell, understand that I am applying for an animal facility license to keep the above listed animal(s) at 185 N. 13th, St. Helens, Oregon. I have read Municipal Code Chapter 6.04 Animal Control Code, and fully understand my obligation as an animal owner and facility operator and agree to comply with the Code and applicable county, state and federal laws. I further understand that this license, if approved, is valid for a period of two years and must be renewed prior to expiration.

Linda Howell
Applicant Signature

2-24-17
Date Signed

FOR OFFICE USE ONLY

Date received: 3-10-17/7-5-17	Officer assigned: Coy	Date forwarded to City Recorder: 12-13-17
Received by: [Signature]	Date/Time of inspection: 3-20-17	Council meeting date: 12-20-17
Receipt No.: 01442243	Officer recommendation:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Dated forwarded to PD: 3-10-17	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Deny	If approved, date license issued: 12-20-17
Forwarded by: [Signature]		Expiration date: 12-20-19

John Glenn Jr
Hankley Rd.
Gypsy - Australian Shepherd
born 3-23-2015 License #

Swap
Dog
Day

Liese Horn St. Helens
License # 31851 exp. _____
Bean - Weimerrhener
born

Jean Ann Mullins
License #
St. Helens
Maximus Lab/Rotweiler born 9/7/14

Max Katzenmeyer
St. Helens
Zoey Boxer born 4/27/10 License #

Wson Boursaw

Rainier
ibby - German Shepherd born 10/23/12 License #

ark and Ena Riseling
St. Helens

ie Labrador retriever born 6/3/06 License # 34064
yla Mixed

St. Helens
ibby Rat terrier born 5/15/14 License #

etta Granger
St. Helens

esse' - Australian shepherd
orn 6/01/11 License #

Dorothy and Charles

St. Helens

License #

Maggie Golden retriever born 6/10/2008

Snoopy
Dogs
Day
Care

Rachel Loss

or

Deer Island, Or

C.J. Boxer born 4/10/15 License #

Cynthia Massey

or

St. Helens

Montana - Bearded Collie born 1/3/2012 license #

KK Kachaturian

St. Helens

License #

Griffin - boxer born: 11/06/2011

Romeo - boxer born: License #

Don and Barbara Hunter

Deer Island

License #

Kosza - Rhodesian ridgeback born 5/08/10

Gary and Beth Peterson

St. Helens License #

Wiley - English Lab born:

Inky and Diane Allenbacher

St. Helens

License #

Belle - Yellow Lab born:

ANIMAL VIOLATION/ORD

St. Helens Police Department

COMMUNITY PARTNER RELEASE

CASE NUMBER
GO 33 2017-17020661

This is a copy of a St. Helens Police Department report released pursuant to the Freedom of Information Act. Sensitive or personal information may have been redacted prior to the release of this report.

COMMUNITY PARTNER RELEASE	
DATE RELEASED 04/06/2017	
AUTHORIZED BY 55362-COY, JAMIN W	RELEASED BY 33MDUR-DURAN, MALINDA R
BUSINESS NAME CITY COUNCIL	
NAME	
RELEASE INSTRUCTIONS	



St. Helens Police Department

COMMUNITY PARTNER RELEASE

CASE NUMBER
GO 33 2017-17020661

GENERAL OFFENSE									
REPORTED DATE/TIME 03/20/2017 1433		OCCURRED DATE/TIME 03/20/2017 1433			REPORTING OFFICER/DEPUTY NAME & # COY, JAMIN W (55362)				
LOCATION OF INCIDENT 175 N 13TH ST, ST HELENS							PLACE		
COUNTY COLUMBIA		DISTRICT SH		BEAT SH		GRID 05104			
SEVERITY	FAMILY VIOLENCE		GANG INVOLVEMENT		BIAS NONE (no bias)		SPECIAL STUDY		
RELATED INCIDENT NUMBERS CP 33 2017-17020661									
TOTAL LOSS		TOTAL RECOVERED		DAMAGED TOTAL			DRUG TOTAL		
INTERNAL STATUS NOT AN OFFENSE				APPROVED BY MILTICH, ANTHONY J (49415)				APPROVED ON 03/31/2017	
OFFENSES [1]									
OFFENSE ANIMAL VIOLATION/ORD					PREMISE TYPE Residence/Home				
PERSON - OWNER #1									
NAME (LAST, FIRST MIDDLE) HOWELL, LINDA LARAY				SEX	RACE		DOB		AGE
HOME ADDRESS - STREET, CITY ZIP 175 N 13TH ST, ST HELENS OR 97051					HEIGHT	WEIGHT	HAIR COLOR		EYES
HOME PHONE		CELL PHONE		WORK PHONE		EMAIL ADDRESS			
DRIVERS LICENSE (STATE)		SOCIAL SECURITY NUMBER		POB		ETHNICITY UNKNOWN			
COMPLEXION	BUILD		HANDED		HAIR STYLE		FACIAL HAIR COLOR		FACIAL HAIR DESCRIPTION

ANIMAL VIOLATION/ORD

St. Helens Police Department

COMMUNITY PARTNER RELEASE

 CASE NUMBER
 GO 33 2017-17020661

CASE SUMMARY	
AUTHOR COY, JAMIN W (55362)	DATE/TIME 03/20/2017 1433
SUBJECT CASE SUMMARY	
<p>On 03/20/2017 at approximately 1433 hours, officers conducted an Animal Facility License Application inspection at 175 N 13th Street.</p>	
NARRATIVE	
AUTHOR COY, JAMIN W (55362)	DATE/TIME 03/20/2017 1433
SUBJECT ACTION TAKEN	
<p>On 03/20/2017 at approximately 1433 hours, Officer Eggers and I went to 175 N 13th Street to conduct an Animal Facility License Application inspection for "Snoopies Doggie Day Care". We arrived at the address and contacted the applicant and care taker, Linda Howell. Mrs. Howell resides in the house next door (185 N 13th Street) and operates the business next door during the day.</p> <p>This inspection is to ensure the facility is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with Mrs. Howell's application was a list of clients, their contact information, the dogs that are cared for, and their License numbers. Also attached to her application is the business Certificate of Liability Insurance. This document shows current insurance coverage from American Economy Insurance Company (see attached documents). She also listed Midway Veterinary Hospital as her facility's location for veterinary care.</p> <p>I noticed the facility is a single family, wood framed residence in a residential neighborhood. The property is specifically set up to house and care for multiple dogs. The property is encircled by a six foot high chain link fence. The fence is in good condition and adequate to keep the dogs on</p>	

St. Helens Police Department
COMMUNITY PARTNER RELEASE

the property and to keep other animals from entering the yard. At the entrance to the front yard, there is a safety entrance with two gates, which helps prevent the dogs from escaping the enclosure.

The front yard is mostly sand, similar to a children's playground. The back yard has a grass covered lawn and a very small amount of mud. The yard has adequate runoff to prevent water pooling and there is plenty of room for a larger number of dogs to roam around.

I noticed that there were no feces/ smell of urine and the grounds were reasonably well managed. The property has protection from inclement weather, sun, rain and wind, with doggy-door access to the building. The dogs are free to come and go from the building.

Mrs. Howell showed me the interior of the home. The home was reasonably clean and orderly. The dogs that were present that day were very well mannered and did not appear to be aggressive.

The home has working electricity, potable water and wash facilities to clean. The home was somewhat cold as the doors were all open that day. Mrs. Howell assured me that when the weather gets too cold, she keeps the dogs inside the home to keep warm. The home was well lit with natural and artificial lighting which illuminated the interior.

The dog food is stored in sealed plastic containers to prevent vermin infestation. The food and water is served in stainless steel bowls which are up off the ground. Mrs. Howell told me she replaces the water in the water bowls at least twice a day. In the living room area, the dog beds are laid out on the floor next to each other. I inspected the beds and saw that they did not smell of urine or feces and they were clean and dry.

ANIMAL VIOLATION/ORD

St. Helens Police Department
COMMUNITY PARTNER RELEASE

CASE NUMBER
GO 33 2017-17020661

Mrs. Howell showed me the quarantine area for any sick dogs in the kitchen.

She has child protection fences on both entrances to the kitchen and she seals off the room if any of the dogs become ill.

Mrs. Howell assured me the business is strictly for the care of animals and is in no way a breeding facility.

From everything I gathered during this inspection I believe Mrs. Howell facility is in compliance with City Ordinance 6.04.080 and should be issued an Animal Facility License Permit.

ACTION RECOMMENDED

AUTHOR
COY, JAMIN W (55362)

DATE/TIME
03/20/2017 1433

SUBJECT
ACTION RECOMMENDED

Refer to City Council for license issuance.

CITY OF ST. HELENS
265 Strand
St. Helens, OR 97051

03/10/2017 11:08 AM
Receipt No. 01442243

bl
AFL - 185 N 13TH ST 40.00

Total 40.00

Cash 0.00
Check 5803 40.00

LINDA HOWELL
Customer #000000
175 N 13TH ST

ST HELENS, OR 97051-

Cashier: Heidi
Station: CH-FRONTDESKW7

City of St. Helens
Declare Surplus Property
City Council Meeting
December 20, 2017

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

All Departments

- 2 - footrests
- 1 - envelope printer
- 1 - file sorter
- 4 - HP laserjet 304A cartridges (2 cyan, 1 yellow & 1 magenta)
- 1 - backrest
- 1 - HP Q1338A black laserjet cartridge
- 1 - HP 38A black laserjet cartridge

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 12/06/2017 - 1:30PM
 Batch: 00001.12.2017 - 12-7-17 AP FY 17-18



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
ACCELA, INC. #774375									
000496									
IMV-ACC36151	11/30/2017	527.00	0.00	12/07/2017				False	0
100-707-052019 Professional Services				WEB PAYMENTS TRANS FEE					
		<hr/>							
IMV-ACC36151 Total:		527.00							
		<hr/>							
ACCELA, INC. #774375 T		527.00							
BEMIS PRINTING									
002701									
7816	11/10/2017	14.20	0.00	12/07/2017				False	0
100-715-052004 Office Supplies				STAMP PAD					
		<hr/>							
7816 Total:		14.20							
		<hr/>							
7834	11/22/2017	94.93	0.00	12/07/2017				False	0
100-705-052001 Operating Supplies				SUPPLIES ENVELOPES					
		<hr/>							
7834 Total:		94.93							
		<hr/>							
BEMIS PRINTING Total:		109.13							
CENTURY LINK									
034002									
11252017	11/25/2017	346.12	0.00	12/07/2017				False	0
702-000-052010 Telephone				966B					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
11252017 Total:		346.12							
CENTURY LINK Total:		346.12							
CINTAS CORPORATION 037620									
5009378436	11/14/2017	37.57	0.00	12/07/2017				False	0
100-708-052001 Operating Supplies				CABINET REFILL PARKS					
5009378436 Total:		37.57							
CINTAS CORPORATION		37.57							
CITY OF COLUMBIA CITY 007370									
11262017	11/26/2017	75.47	0.00	12/07/2017				False	0
601-732-052003 Utilities				001754-001					
11262017 Total:		75.47							
CITY OF COLUMBIA CIT		75.47							
CLOUD RECORDS MANAGEMENT SOLUTION, CHAVES 006630									
170489	12/1/2017	259.14	0.00	12/07/2017				False	0
100-702-052019 Professional Services				MONTHLY USER FEE PER USER OR 0486 ERMS SAAS					
170489 Total:		259.14							
CLOUD RECORDS MAN		259.14							
COLUMBIA COUNTY CLERK 007500									
11272017	11/27/2017	321.00	0.00	12/07/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-710-052011 Public Information				RECORDING FEES ANNEX 2130 GABLE RD 158073 T/					
11272017 Total:		321.00							
COLUMBIA COUNTY CL		321.00							
COLUMBIA FEED & SUPPLY									
008120									
23287	10/12/2017	223.80	0.00	12/07/2017				False	0
100-705-052044 K9				DOG FOOD					
23287 Total:		223.80							
COLUMBIA FEED & SUP		223.80							
COLUMBIA RIVER P.U.D.									
008325									
12012017	12/1/2017	39,104.94	0.00	12/07/2017				False	0
603-737-052003 Utilities				38633					
12012017 Total:		39,104.94							
COLUMBIA RIVER P.U.D		39,104.94							
COMCAST									
COMCAST									
11212017	11/21/2017	1,041.58	0.00	12/07/2017				False	0
702-000-052003 Utilities				4669 LIB/ CH/ POLICE					
11212017 Total:		1,041.58							
12052017	12/5/2017	102.85	0.00	12/07/2017				False	0
100-708-052046 Dock Services				3930 DOCK SERVICES					
12052017 Total:		102.85							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
COMCAST Total:		1,144.43							
E2C CORPORATION									
E2C									
4188	11/29/2017	2,393.10	0.00	12/07/2017				False	0
201-000-052058 Events - Holloween				HALLOWEENTOWN T SHIRTS					
4188 Total:		2,393.10							
4189	12/5/2017	4,473.00	0.00	12/07/2017				False	0
201-000-052059 Events - General				T SHIRTS SIGNAGE LANYARDS CHRISTMAS DECOR					
4189 Total:		4,473.00							
E2C CORPORATION Tota		6,866.10							
ETTER, TERRI R.									
ETTER.T									
11302017	11/30/2017	1,225.00	0.00	12/07/2017				False	0
100-705-052019 Professional Services				NOVEMBER 2017 49 HOURS					
11302017 Total:		1,225.00							
ETTER, TERRI R. Total:		1,225.00							
JORDAN RAMIS PC									
030274									
140747 /139842	11/28/2017	114.00	0.00	12/07/2017				False	0
603-735-052019 Professional Services				LEGAL SERVICES AUDIT					
140747 /139842	11/28/2017	205.00	0.00	12/07/2017				False	0
100-707-052019 Professional Services				LEGAL SERVICES AUDIT					
140747 /139842 Total:		319.00							
JORDAN RAMIS PC Tota		319.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
LANCE, CLAYTON J.									
007544									
19	12/6/2017	2,133.00	0.00	12/07/2017				False	0
100-704-052019 Professional Services				11/30-12/6 CITY PROSECUTOR					
		<hr/>							
19 Total:		2,133.00							
		<hr/>							
LANCE, CLAYTON J. Tot		2,133.00							
LAND DEVELOPMENT SERVICES, COLUMBIA COUNTY									
007550									
SEPT 2017	11/20/2017	227.50	0.00	12/07/2017				False	0
100-711-052019 Professional Services				MIKE SMITH INSPECTIONS 9/6-9/14					
		<hr/>							
SEPT 2017 Total:		227.50							
		<hr/>							
LAND DEVELOPMENT S		227.50							
MICROBAC LABORATORIES, INC									
020298									
YA7L00080	12/5/2017	800.00	0.00	12/07/2017				False	0
603-000-053010 Sewer Main Replacement				PHYSICAL TESTING SAMPLE					
		<hr/>							
YA7L00080 Total:		800.00							
		<hr/>							
MICROBAC LABORATO		800.00							
NET ASSETS									
020888									
95-201711	12/1/2017	41.00	0.00	12/07/2017				False	0
100-707-052019 Professional Services				COL CO TITLE AND ESCROW SERVICES					
		<hr/>							
95-201711 Total:		41.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
NET ASSETS Total:		41.00							
OCCUPATIONAL SAFETY, HEALTH & WELLNESS, LLC									
OSHW									
633	11/8/2017	701.50	0.00	12/07/2017				False	0
100-705-052001 Operating Supplies				VACCINATION CLINIC					
633 Total:		701.50							
OCCUPATIONAL SAFETY		701.50							
OREGON ASSOC. OF MUNICIPAL RECORDERS									
OAMR									
12042017	12/4/2017	50.00	0.00	12/07/2017				False	0
100-702-052018 Professional Development				OAMR ANNUAL MEMBERSHIP RENEWAL FEE LISA S					
12042017 Total:		50.00							
OREGON ASSOC. OF MU		50.00							
OREGON DEPT. OF REVENUE									
023201									
L1126438016	11/15/2017	120.00	0.00	12/07/2017				False	0
100-705-052024 Miscellaneous				HAZARDOUS SUBSTANCE FEE POLICE 016262228-48					
L1126438016 Total:		120.00							
OREGON DEPT. OF REV		120.00							
OREGON DMV									
023150									
67431-103117	10/31/2017	25.50	0.00	12/07/2017				False	0
100-705-052001 Operating Supplies				SUSPENSION PACKAGE 67431					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
67431-103117 Total:		25.50							
OREGON DMV Total:		25.50							
PAULSON PRINTING									
025300									
D12147	10/31/2017	165.00	0.00	12/07/2017				False	0
100-705-052001 Operating Supplies				BUS CARDS BOSWELL THOMPSON AND CASTILLIJ/					
D12147 Total:		165.00							
PAULSON PRINTING To		165.00							
PAULY, ROGERS AND CO., P.C.									
025320									
10815	11/28/2017	9,230.00	0.00	12/07/2017				False	0
100-707-052019 Professional Services				JUNE 30 2017 AUDIT					
10815 Total:		9,230.00							
PAULY, ROGERS AND C		9,230.00							
PEAK ELECTRIC GROUP, LLC									
PEAK.ELE									
170591	12/1/2017	250.00	0.00	12/07/2017				False	0
205-000-052019 Professional Services				REPLACED HAND DRYER					
170591 Total:		250.00							
PEAK ELECTRIC GROU		250.00							
PHILLIPS, CYNTHIA									
025515									
12052017	12/5/2017	2,932.50	0.00	12/07/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
100-704-052019 Professional Services				11/22-12/5 JUDICIAL SERVICES					
12052017 Total:		2,932.50							
PHILLIPS, CYNTHIA Tot		2,932.50							
RUBENS LAWN SERVICE, JENNIFER MEABE 028033									
0001285	11/9/2017	70.00	0.00	12/07/2017				False	0
100-705-052023 Facility Maintenance				LAWN SERVICE OCTOBER 2017					
0001285 Total:		70.00							
RUBENS LAWN SERVIC		70.00							
SCHOLL, RICK 030333									
1242017	12/4/2017	32.06	0.00	12/07/2017				False	0
100-703-052018 Professional Development				CITY COUNTY DINNER REIMB. R. SCHOLL					
1242017 Total:		32.06							
SCHOLL, RICK Total:		32.06							
SOUTH COLUMBIA COUNTY 028700									
02789	12/2/2017	100.00	0.00	12/07/2017				False	0
100-703-052018 Professional Development				MEMBERSHIP RENEWAL KATHY PAYNE CITY OF ST					
02789 Total:		100.00							
SOUTH COLUMBIA COU		100.00							
TCMS, TEMP CONTROL MECHANICAL SERVICE CORP 033013									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
017277	12/1/2017	1,467.75	0.00	12/07/2017				False	0
100-715-052023 Facility Maintenance				C10630					
017277 Total:		1,467.75							
017278	12/1/2017	385.25	0.00	12/07/2017				False	0
100-715-052023 Facility Maintenance				C10000					
017278 Total:		385.25							
017295	12/1/2017	484.00	0.00	12/07/2017				False	0
603-737-052023 Facility Maintenance				C10855					
017295 Total:		484.00							
TCMS, TEMP CONTROL		2,337.00							
WILCOX & FLEGEL									
037003									
0190976-IN	10/16/2017	65.83	0.00	12/07/2017				False	0
703-734-052022 Fuel / Oil				SHOP FUEL					
0190976-IN	10/16/2017	1.85	0.00	12/07/2017				False	0
703-734-052022 Fuel / Oil				SHOP FUEL FIN FEE					
0190976-IN Total:		67.68							
WILCOX & FLEGEL Tota		67.68							
Report Total:		69,841.44							

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 12/11/2017 - 1:13PM
 Batch: 00006.12.2017 - 12-11-17 AP FY 17-18



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
PENCE, MERLE 035555									
12102017	12/10/2017	150.00	0.00	12/11/2017				False	0
201-000-052059 Events - General					SANTA SERVICES 2017 TREE LIGHTING				
	12102017 Total:	150.00							
	PENCE, MERLE Total:	150.00							
SHOESTRING COMMUNITY PLAYERS 45211									
12112017	12/11/2017	92.00	0.00	12/11/2017				False	0
201-000-052059 Events - General					184 CANDY CANES FOR TREE LIGHTING EVENT - S/				
	12112017 Total:	92.00							
	SHOESTRING COMMUN	92.00							
	Report Total:	242.00							