

City of St. Helens COUNCIL AGENDA

Wednesday, April 15, 2015

City Council Chambers, 265 Strand Street, St. Helens

City Council Members

Mayor Randy Peterson 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 <u>only</u>. You are not required to give your address when speaking to the City Council. If you wish to address a specific item on the agenda, you should make your request known to the Mayor as soon as possible before the item comes up. The Council has the authority to grant or deny your request. Agenda times and order of items are estimated and are subject to change without notice.

- 1. 7:00PM CALL REGULAR SESSION TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. INVITATION TO CITIZENS FOR PUBLIC COMMENT Limited to five (5) minutes per speaker.
- 4. ORDINANCES First Reading
 - A. **Ordinance No. 3183:** An Ordinance Amending St. Helens Municipal Code Section 8.12.250 Relating to General Abatement Procedures
 - B. **Ordinance No. 3184:** A Ordinance Authorizing the Issuance of One or More Taxable or Tax-Exempt Obligations to Acquire Riverfront Property in Service of the City's Economic Development, Environmental and Public Use Goals
- 5. AWARD CONTRACT FOR UTILITY BILL PRINTING AND MAILING SERVICES TO METRO PRESORT INC.
- 6. APPROVE AND/OR AUTHORIZE FOR SIGNATURE
 - A. Regional Automated Property Information Database (RAPID) User's Agreement for Police
 - B. McFeron STEP System Agreement Extension
 - C. Contract Payments
- 7. APPOINTMENTS TO CITY BOARDS & COMMISSIONS
- 8. CONSENT AGENDA FOR ACCEPTANCE
 - A. Arts & Cultural Commission Minutes dated March 5, 2015
 - B. Library Board Minutes dated February 19, 2015
 - C. Accounts Payable Bill List

9. CONSENT AGENDA FOR APPROVAL

- A. Council Work Session and Regular Session Minutes dated April 1, 2015
- B. Exclusive Use Permits:
 - St. Helens Little League 6th Street Ballfields & McCormick Park Soccer Field April 4 through June 27, 2015
 - ii. St. Helens Coed Softball McCormick Park Fields 1&2 April 20 through October 18, 2015
- C. Declare Surplus Property All Departments, Computer Equipment, Utility Billing, & Library
- D. Engineering Project Manager I Job Description
- E. Animal Facility Licenses
- 10. MAYOR PETERSON REPORTS
- 11. COUNCIL MEMBER REPORTS

- 12. **DEPARTMENT REPORTS**
- 13. ADJOURN

City of St. Helens ORDINANCE NO. 3183

AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE SECTION 8.12.250 RELATING TO GENERAL ABATEMENT PROCEDURES

WHEREAS, staff has reviewed the current St. Helens Municipal Code and determined that several changes needed to be made to clarify and assist in expediting the notification and lien process.

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

Section 1. Section 8.12.250 of the St. Helens Municipal Code is amended to read as follows (additions <u>underlined</u>; deletions <u>stricken</u>).

Section 8.12.250, subsection (1)

Upon determination by the common council that a nuisance as defined in this chapter or any other ordinance of the city exists, or can reasonably be expected to come into existence within the next **90** 30 days, the common council shall forthwith cause a notice to be posted on the premises liable for the abatement, directing the removal of such nuisance.

Section 8.12.250, subsection (2)

At the time of posting, the city recorder shall cause a copy of such notice to be forwarded by **registered or** certified mail, postage prepaid, to the person in charge of the property at the last known address of such person.

Section 8.12.250, subsection (3)

The notice to abate shall contain:

- a. A description of the real property, by street address or otherwise, on which such nuisance exists.
- b. A direction to remove the nuisance within 30 days from the date of the notice, except that, in the case of weeds or grasses as defined in Section 8.12.090(3), the direction to remove or abate the nuisance shall be within not more than 10 days from the date of the notice, or for other nuisances where a specific time to remove or abate the nuisance is stated, the direction to remove or abate shall be as otherwise provided by this chapter.
- c. A description of the nuisance.

Ordinance No. 3183 Page 1 of 3

- d. A statement that unless such nuisance is removed, the city will remove the nuisance and the cost of removal shall be a lien against the property.
- e. Statement that the person in charge of the property may protest the action by giving notice to the city recorder within 10 days from the date of the notice; except that such protest must be made within **five 5** days in the case of weeds, grass and other noxious growth obstructing or hazardous trees or shrubs.

If the person responsible is not the owner, an additional notice shall be sent to the owner, stating that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.

Section 8.12.250, subsection (6)

Within 30 days after the posting and mailing of the notice <u>or 10 days in the case of</u> <u>weeds or grasses or</u>, unless otherwise provided herein, the person in charge of the property shall remove and abate the nuisance or show that no nuisance exists.

Section 8.12.250, subsection (13)

A notice of the assessment shall be forwarded by registered mail, postage prepaid, to the person in charge of the property by the city recorder. The notice shall contain:

- a. The total cost, including the administrative overhead, of the abatement.
- b. A statement that <u>if arrangements to pay</u> the cost as indicated <u>are not made</u> <u>within 30 if not paid within 60 days</u>, <u>will result in the city <u>will</u> bringing <u>appropriate</u> legal action <u>under ORS 30.315(1)(a) in small claims court</u> <u>for collection-and/or such costs</u> will become a lien against the property.</u>
- c. A statement that if the person in charge of the property objects to the cost of the abatement as indicated, he may file a notice of objection with the city recorder within 3010 days from the date of the notice.

Section 8.12.250, subsection (14)

Upon the expiration of 30 days after the date of the notice, oObjection to the proposed assessment, **if properly filed**, shall be heard and determined by the council in its regular course of business.

Ordinance No. 3183 Page 2 of 3

Section 8.12.250, subsection (16)

The lien shall be collected in the same manner as liens for street improvements are collected and shall bear interest at the rate of **49** percent per annum. Such interest shall commence to run 30 days after the entry of the lien in the lien docket.

Read the first time: April 15, 2015 Read the second time: May 6, 2015

vote:	APPROVED	AND A	ADOPTED	by t	t h e C	City	Council	this	6th	day	of	May,	2015,	by	the	following
	Ayes:															
	Nays:															
ATTES	iT:						F	Randy	y Pet	terso	n, l	Mayo	r			_
Kathy	Payne, City Re	ecorder		_												

Ordinance No. 3183 Page 3 of 3

City of St. Helens ORDINANCE NO. 3184

AN ORDINANCE AUTHORIZING THE ISSUANCE OF ONE OR MORE TAXABLE OR TAX-EXEMPT OBLIGATIONS TO ACQUIRE RIVERFRONT PROPERTY IN SERVICE OF THE CITY'S ECONOMIC DEVELOPMENT, ENVIRONMENTAL, AND PUBLIC USE GOALS

WHEREAS, during the past several years the City of St. Helens, Columbia County, State of Oregon ("City") has been invited to discuss terms of purchasing an approximately 22-acre site (the "Property") along the Columbia River, which site is currently owned by Boise Cascade Wood Products, LLC, and the City has accepted that invitation; and

WHEREAS, the City has evaluated the Property for future public uses, and has determined that it may undertake a project to both acquire the Property and pursue development of future public resources such as park area, public river access, or docks (the "Project"); and

WHEREAS, the City will marshal adequate purchase money for this purchase, provided the City finances \$1 million of the purchase price, which the City elects to obtain with indebtedness in the form described herein to be paid from proceeds of public-private development activity and all other legally available funds of the City; and

WHEREAS, Oregon Revised Statutes ("ORS") Section 287A.150, 287A.315, and related provisions of ORS Chapter 287A (collectively, the "Statutes") permit the City to authorize obligations for any public purpose, and to secure those obligations with any revenues or other lawfully-available property of the City; and

WHEREAS, the City finds that it is both financially feasible and in the City's best interests to authorize the issuance of an obligation to acquire the Property, and the City adopts this Ordinance to authorize the issuance of up to One Million dollars (\$1,000,000.00) of obligations;

NOW, THEREFORE, the City of St. Helens ordains as follows:

- Obligation Authorized. The City is hereby authorized to borrow and to issue an Obligation in the amount of not more than One Million Dollars (\$1,000,000.00) in aggregate principal amount (the "Obligation") under the Statutes. The proceeds of the Obligation may be used to finance costs of the Project, to fund a debt service reserve, and to finance other costs related to issuing the Obligation as such funds are available. The Obligation shall be a full faith and credit obligation of the City that is payable from the net revenues of sale or rental of portions of the Property, from the unspent proceeds of the Obligation, and from all other legally available funds of the City; and from related sources as the City Council may approve and as provided herein.
- <u>Section 2.</u> <u>No Additional Taxes Authorized.</u> Except as expressly provided herein, neither the authorization nor the issuance of the Obligation described in Section 1 of this ordinance shall authorize the City to levy any additional taxes.

- <u>Section 3.</u> <u>Procedure.</u> The Obligation shall not be issued until the period for referral of this nonemergency ordinance has expired and this ordinance takes effect. If this ordinance is referred, the Obligation may not be issued unless the voters approve this ordinance.
- <u>Obligation Sale Authorized.</u> When and if this Ordinancetakes effect, the City Manager or the Finance Director, or the designee of either of them (each of whom is referred to herein as a "City Official") are hereby authorized, on behalf of the City and without further action by the City Council, acting individually or together, to take any of the following actions, as necessary:
 - 1) Issue the Obligation in one or more series and at different times, not to exceed \$1,000,000 in the aggregate.
 - Pledge all or any portion of the net revenues from development or disposition of the Property, and the full faith and credit of the City, together with the unspent proceeds of the Obligation, to pay each series of the Obligation, and determine the lien status of each pledge.
 - Participate in the preparation of, authorize the distribution of, and deem final the preliminary and final official statements, if any, and any other disclosure documents for, any series of the Obligation.
 - 4) Establish the final principal amount, maturity schedule, interest payment dates, interest rates, denominations, and all other terms for each series of the Obligation.
 - 5) Solicit competitive bids for any series of the Obligation and award their sale to the bidder the City Official determines offers the most favorable terms to the City, or select one or more underwriters or lenders and negotiate the sale of that series of the Obligation to those underwriters or lenders.
 - Undertake to provide continuing disclosure for any series of the Obligation in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission.
 - 7) Apply for ratings for any series of the Obligation.
 - Apply for and purchase municipal obligation insurance, reserve sureties or other forms of credit enhancements for any series of the Obligation, and enter into related agreements.
 - Draft and approve the terms of and execute and deliver, one or more declarations that pledge the revenues of the City to particular series of the Obligation, contain covenants regarding the Project, describe the terms of the Obligation that is issued under such declaration, and describe the terms under which future Obligations may be issued on a parity with that Obligation.
 - 10) Appoint and enter into agreements with paying agents, financial institutions and other professionals and service providers.

- Issue any series of the Obligation as taxable obligations without regard to whether they are eligible for federal interest subsidies or tax credits.
- 12) Issue any series of the Obligation as tax-exempt obligations and enter into covenants to maintain the tax status of that series under the Internal Revenue Code of 1986, as amended (the "Code").
- Designate any series of tax-exempt Obligation as qualified tax-exempt obligations pursuant to Section 265(b)(3) of the Code.
- Execute and deliver any agreements or certificates, cause its legal counsel to issue such legal opinions and take any other action in connection with the Obligation that a City Official finds will be advantageous to sell and issue the Obligation and carry out this ordinance.
- Section 5. Security for Payment. The Obligation shall be an obligation of the City. The City hereby pledges its full faith and credit to pay the Obligation, and the City covenants for the benefit of the holders of the Obligation that if lawfully available funds are insufficient to pay when due the amounts owing on the Obligation, the City shall levy annually, as provided by law, in addition to its other ad valorem property taxes, a direct ad valorem tax upon all of the taxable property within the City in sufficient amount, after considering discounts taken and delinquencies that may occur in the payment of such taxes, to pay the Obligation promptly as it matures.
- Section 6. This ordinance shall be effective 30 days after its adoption by the City Council pursuant to Chapter IV Section 20 of the City Charter.

Read the first time: April 15, 2015
Read the second time: May 6, 2015

APPROVED AND ADOPTED by the City Council this 6th day of May, 2015, by the following vote:

	Ayes: Nays:		
ATTEST:		Randy Peterson, Mayor	
Kathy Payne, City	Recorder		

MATERIALS AND SERVICES CONTRACT

BETWEEN: City of St. Helens, a municipal corporation of the State of Oregon ("City")

AND: Metro Presort Incorporated ("Contractor")

DATED: April 15, 2015

RECITALS

- **A.** The City is in need of bill printing and mailing services, and Contractor is qualified and prepared to provide materials and services to fill that need.
- **B.** The purpose of this Contract is to establish the materials and services to be provided by Contractor and the compensation and terms for such materials and services.

NOW, THEREFORE, the parties mutually agree as follows:

- 1. Engagement. The City hereby engages Contractor to furnish the materials ("Materials") and services ("Services") specified in Attachment A, Scope of Work, attached hereto and incorporated herein by reference, and Contractor accepts such engagement. The principal contact on behalf of Contractor shall be Brad Barton, phone 503-224-7230.
- 2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A. Any changes to this Contract shall be in writing, signed by both parties, and shall be attached to and become a part of this Contract. The scope of work may include supplying "goods," as defined in ORS 72.1050. References to "Work" herein refer to the provisions of both Materials (or goods) and Services.

3. Contract Documents.

- 3.1 The term "Contract Document" means this form, the Scope of Work, and any specifications, quotation, extensions, amendments, exhibits and documents incorporated by reference.
- 3.2 This Contract shall constitute the entire agreement between the parties concerning the Materials and Services. References to "this Contract" or "the Contract" include all Contract Documents.
- 3.3 Each party shall notify the other party of inconsistencies in the Contract Documents. If inconsistencies occur, the document or provision that will result in a better quality of Services shall have priority. Amendments have priority over all other Contract Documents, including amendments of an earlier date. Specifications have priority over this form. This form and specifications have priority over the quotation. The City may issue a written interpretation to resolve any inconsistencies in the Contract Documents, which shall be binding on Contractor so long as such interpretation is not unreasonable.
- 3.4 If any term or provision of a Contract Document is held by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions will not

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

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

4. Contract Term.

- 4.1 The initial term of this Contract begins on April 16, 2015, and ends on June 30, 2017 ("Contract Term"). The parties may agree to extend the Contract Term for two (2) successive periods of twelve (12) months each. Such extension shall begin on the day following the end of the initial term or the first extension. Extensions must be set forth in writing and signed by authorized representatives of both parties. The party requesting the extension must deliver a request for extension at least sixty (60) days before the Contract Term is scheduled to end.
 - 4.2 A schedule of performance may be included in the specifications.
- **4.3** Notwithstanding Subsection 4.1, this Contract may be terminated before the end of the Contract Term, as provided in the Contract Documents.
- 5. Approvals. If the Contract Documents require approval of any thing, act, or document, the request for approval and the response must be given by persons with proper authority under the Contract Documents in the same manner as notices under Section 6. Approval will not be withheld unreasonably.

6. Notices.

- 6.1 Notices required by this Contract must be given in writing by personal delivery or by United States mail, first-class postage-prepaid, unless some other means or method of notice is required by law.
- 6.2 All notices to the City must be directed to the City Administrator. The City's address for notices is:

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

6.3 Contractor's address for notices is:

Metro Presort Inc. Attn: Brad Barton 3506 NW 35th Ave Portland, OR 97210

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

7. Contractor's Responsibility for the Work.

- 7.1 Time is of the essence on this Contract. Contractor shall perform the Work promptly and efficiently and in accordance with the provisions set forth in Attachment A. Contractor shall provide all labor, materials, tools, equipment and incidentals that are necessary for proper performance of the Work, including items that may be inferred from the specifications or from prevailing custom or trade usage as being necessary to produce the intended results.
- 7.2 Unless the specifications require certain means or methods, Contractor shall be responsible for the means and methods used for the Services.
- **7.3** Materials provided by Contractor must be of good quality and will be subject to the warranties provided by ORS 72.3120, ORS 72.3130, ORS 72.3140 and ORS 72.3150.
- **7.4** Contractor shall provide and properly supervise qualified workers. Workers must have any licenses and certificates required by applicable laws.
- 7.5 Contractor shall not assign any interest in this Contract or enter into subcontracts for the Services without the prior written approval of the City.

8. Use of Premises.

- **8.1** Provisions of this Contract that refer to "the Premises" will apply to the Work only if it is performed at the Premises, defined as real property, including buildings or other improvements that are owned or occupied by the City.
- **8.2** Contractor shall confine the Work performed at the Premises to areas and times stated in Attachment A, and Contractor shall avoid any unnecessary interference with the use of the Premises.
- **8.3** Contractor shall take reasonable precautions to prevent injury to persons and damage to property that may result from Contractor's use of the Premises. Contractor shall remedy any damage to the Premises and other property of the City resulting from the Work.
- 9. Hazardous Chemicals. Contractor shall implement and bear the cost of precautions required for protection from "hazardous chemicals," as defined in ORS 654.750 or OAR Chapter 437, that may be encountered at the Premises or used for the Work. The City and Contractor shall exchange material safety data sheets, label information, and instructions for precautionary measures for hazardous chemicals kept at the Premises by the City or used for the Work by Contractor. The City may prohibit use of particular hazardous chemicals.
- 10. Liability of City's Officers, Employees and Agents. Officers, employees and agents of the City shall not have any direct, personal liability to Contractor.
- 11. No Agency. Contractor is engaged by the City as an independent contractor in accordance with ORS 670.600. Contractor, subcontractors, and their principals, employees and agents are not agents of the City as that term is used in ORS 30.265.

12. Indemnification.

- 12.1 Except as provided in Subsection 12.2, or as otherwise provided by applicable law, Contractor shall defend and indemnify the City and the City's officers, elected officials, volunteers, employees and agents from all third-party claims arising from the Work, including third-party claims arising from injury to any person or damage to property, breach of this Contract by Contractor, or violation of applicable law by Contractor.
- 12.2 Contractor shall not be responsible for third-party claims resulting solely from the negligence or other wrongful acts or omissions of the City or the City's officers, elected officials, volunteers, employees or agents.

13. Liability Insurance.

- 13.1 At all times while Contractor is performing Work at the Premises, Contractor shall, at Contractor's expense, maintain in force insurance policies as set forth in Attachment B, which is attached hereto and incorporated herein by reference.
- 13.2 Prior to starting Work at the Premises, Contractor shall provide certificates of insurance for coverage required by this section, which will be subject to review and approval by the City Attorney. Each certificate must obligate the insurer to give written notice to the City thirty (30) days prior to termination or restriction of coverage. The City may reject a certificate which states that the insurer will merely "endeavor to mail" written notice.
- 14. Governing Laws. This Contract shall be interpreted and construed in accordance with the laws of the State of Oregon.

15. Compliance with Law.

- 15.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Contract.
- 15.2 Contractor shall comply with applicable laws, including ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235, which are incorporated herein.
- 15.3 Pursuant to ORS 279B.020, no person shall be employed for the Work for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or when the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Work shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b) and for time worked in excess of ten (10) hours a day or in excess of forty (40) hours a week, whichever is greater.
- 15.4 If Contractor is a nonresident bidder, as defined in ORS 279A.120(1)(a), and the compensation, as set forth in Attachment A attached hereto and hereby incorporated by reference, exceeds Ten Thousand Dollars (\$10,000), Contractor shall comply with ORS 279A.120(3).

- 15.5 Pursuant to ORS 279A.120(2)(a), Contractor shall use products that have been manufactured in Oregon, provided that price, fitness, availability and quality are otherwise equal.
- 15.6 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of the City in connection with this Contract in violation of ORS Chapter 244.
- 15.7 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017. Contractor shall provide workers' compensation coverage for "subject workers," as defined in ORS 656.005(28), employed to perform the Work. Before performing any Work, Contractor shall provide a certificate of insurance for workers' compensation coverage or other proof of coverage, or certify that no subject workers will perform Work.
- 15.8 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No.____]

16. Nondiscrimination.

- 16.1 Contractor shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions or disability.
- 16.2 Contractor shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 through ORS 30.685, ORS 659A.425, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training, educational or otherwise, conducted by Contractor.
- 17. Compensation. The terms of compensation shall be as provided in Attachment A. The compensation stated in this section constitutes the total compensation payable to Contractor for the Work.

18. Payment.

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

- 18.4 The City's obligation to make payments is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565. The City certifies that funds for this Contract are included in the City's budget for the current fiscal year, which ends on June 30 next following the date that this Contract is signed. If funds are not appropriated for this Contract for any subsequent fiscal year during the Contract Term, the City shall notify Contractor and this Contract shall be terminated on June 30 of the last fiscal year for which funds are appropriated.
- 18.5 Any provision of this Contract that is held by a court to create an obligation that violates the debt limitation of Article XI, Section 9 of the Oregon Constitution shall be void.
- 19. Waiver. Compliance with the provisions of this Contract may be waived only by a written waiver signed by the party waiving its rights. Waiver of compliance with one provision shall not be deemed to waive compliance with any other provision.

20. Default.

- **20.1** A party will be in default under this Contract if that party fails to comply with any provision of this Contract within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.
- **20.2** Notwithstanding Subsection 20.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Contract or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.
- 20.3 Should a dispute arise between the parties to this Contract, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Contract.
- **20.4** If a default occurs, the party injured by the default may terminate this Contract and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.
- 21. Attorney Fees. If legal action is commenced in connection with this Contract, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

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

CITY:	CONTRACTOR:
CITY OF ST. HELENS Council Meeting Date:	
Signature:	Signature:
Print:	Print:
little:	Intle:
Date:	Date:
APPROVED AS TO FORM:	
By:	
City Attorney	

ATTACHMENT A Scope of Work and Terms of Compensation

Proposal Contact Information:

Name of proposals firm:

Metro Presort Incorporated

Firm Address:

3506 NW 35TH AVE., Portland OR 97210

Telephone Number:

503-224-7230 Brad Barton

Name of contact person: Email address:

brad@metropresort.com

Date:

March 20, 2015

Scope of Services

A. Transmission of data to Metro occurs 24 hours per day. Common methods of data transmission are FTP, SFTP, MFT, or via our secure online web proofing engine. PDF data submission is a popular best practice (and recommended by Metro) for many customers. PDF submission is available for Springbrook customers. Data transmission is an easy and painless part of the workflow process.

- B. Bills are designed by Metro in house graphic designers in a way that distinguishes unique bill types. Alternatively bills are designed to match template layouts chosen by the City. One common goal with a user friendly bill format and unique bill types is to reduce the number of customer service calls to the City.
- C. To keep the City's cost down, Metro recommends as a best practice that the City consider using a double window, security tinted outgoing envelope. This option will allow the City's color logo and return address to show through the upper window. It will provide a clean and professional look while also keeping costs to a minimum! Using a double window would reduce the City's material costs by about \$0.01 per bill.
- D. Metro can pick up preprinted inserts produced by the City, or a print file can be transmitted electronically and Metro can print. The most common print file types transmitted are Microsoft Word, Microsoft Publisher and Adobe PDF. Metro can also design high quality professional inserts that will communicate clearly to your customers.
- E. Statement documents are printed at 1,200 DPI using the most advanced high speed cut sheet laser production printers available. The City's bill would be printed using 24#, 8.5 x 11 laser safe paper, with the bottom 1/3 perforated so that the customer may tear off the payment stub. The backside of the bill will have general instructions to the customer. Bill paper used will have a brightness factor to allow a contrast ratio of paper to print to ensure reliable OCR scanning for accurate remittance processing. Sample pieces will be provided to the City at no cost for testing before the "go live" period is complete. A single window # 10, double window # 10 and corresponding # 9 return envelopes are available options. All envelopes have security tint on the inside for confidentiality and security purposes. Once the bill has been printed it must pass Metro's Quality Control program before moving to the inserting department.

- F. Metro will give the City control of its inserts by offering Intelligent Inserting services. When required, bills of the same name and address can be combined into one envelope. Intelligent Inserting allows you to target individual envelopes with insert flyers or newsletters. In addition, choose to not send a # 9 return envelope for customers using bank draft. The Intelligent Inserting system uses a dual count sequence to ensure that two of the same pages do not end up in the same envelope. If this were to happen the system would shut down automatically.
- G. If the City elects to use Metro's secure upload and online proofing engine, the City will have notification in real time via a File Alert email of when the data is received. Once the file has been uploaded, bills that are in the print queue can be seen immediately online. *Use of this program is considered a best practice and is provided for use at no additional cost to the City*.
- H. The lowest postage cost and address update management can be provided to the City. Metro will standardize your data, prepare and sort in such a way that the lowest postage cost can be provided to the City. Metro accomplishes this by running the data file through CASS software, adding the Intelligent Mail Barcode, adding the OMR remittance coding on the payment stub and sorting for the lowest postage costs. NCOALink can be provided to update addresses for individuals that have recently moved, making it easy for the City to update their house files.
- I. The City will enjoy Metro's secure online web portal that provides a secure online proof of the bill, and indexing. One PDF containing all the bills can be provided as well.
- J. Metro will work out an acceptable file transmission time with the City so the City's bills can be printed and mailed next day from file receipt.
- K. Metro invests in the latest technology and equipment to achieve the best bar coding rates and lowest possible postage costs. These rates will be passed onto the City.
- L. Job tracking is included and allows customers to view the progress of their jobs in real time through the Metro website.
- M. The secure online web upload and web proofing engine offered by Metro will allow the City the flexibility to store billing data/print files at duration of the City's choosing. These files can also be made available to the City and City's customers to login and view at the City's request.
- N. When the City's data file has been uploaded to Metro, a File Alert will be sent via email to the City and the Metro Account Services team, noting the date & time the file was received, the file name, file type and size. *This program is available at no additional cost to the City.*
- O. Metro's invoices are professional, easy to understand and contain a lot of detail. Invoices are provided on a weekly basis and show among other items, the # of bills processed and the amount of postage paid for each date and corresponding print file.

- P. Postage will be billed to the City at cost as part of the monthly bill. City agrees to pay a postage pre-payment to cover the amount of an average of 1 month's necessary postage in advance of mailing the statements. Actual postage used for the month will be reflected on monthly invoice. City shall pay invoices due to Metro, at which time the postal account balance will be replenished. Upon termination of this contract, Metro Presort, Inc. shall perform a final reconciliation of the postal account and any balance shall be refunded to the City within 30 days from termination.
- Q. As a single source vendor, Metro will supply all paper, envelopes with security tint on the inside, returned envelopes and postage. The exact postage costs will be passed through directly to the City.
- R. Metro can easily and quickly add or change messages for the City which will print directly on the bill. In addition, a different size font or color can be used to enhance readability and call out certain parts of the statement.
- S. The specific point of contact for the City will be David Weaver (david@metropresort.com). Brad Barton, Ray Cootz and Joyce Knapp will also assist with the implementation.
- T. Metro has a written disaster recovery plan. Metro's main processing center is located at 3506 NW 35TH AVE., Portland, OR 97210. Multiple production lines at the main processing center and two (2) full time equipment technicians ensure redundancy. Alternate processing centers are located in Salem, Oregon and Grand Rapids, Michigan. Bills can be sent out quickly and error free if there is a disaster.
- U. Metro keeps all matters in strict confidence. Metro is Red Flag Compliant, SSAE 16 Type II and HIPAA Certified. Each day we receive data containing social security numbers, account numbers, bank balances, net worth, and annual income. 24-hour closed-circuit camera monitoring systems, timed keypad locks on doors and drug and employee background checks are all part of our security commitment.
- V. Please see included quote.
- W. At Metro we are known as an industry leader who brings forward thinking solutions to our customers. Our services save people money, and solve their problems. We bring a high level of customer service, communication and reliability, and provide consistent value to our clients over the long term, providing innovative, technologically-based, confidential solutions to our clients who need them.

Firm Qualifications, Capabilities & Infrastructure

Company Background and History: Metropolitan Presort was incorporated in 1982 in Portland, Oregon and is a privately held company. The company started out as a co-mingling mail provider and in the mid 1990's expanded into offering direct marketing and statement processing services. Steady, measurable growth and a loyal staff has become the company's hallmark for doing business.

In 2009, in response to client's changing needs, the company branded Metro Statement Solutions (MSS) (www.metrostatementsolutions.com). MSS exists to more effectively communicate the

focus and work associated with helping billers streamline and reduce costs for their monthly billing statements. With this focus, Metro has become known as a leader in outsourcing services for the processing of data, monthly statements, invoices, checks and e-business solutions.

Experience, Integrity, and Reputation: Today, Metro is positioned as a leader in the data, print, mailing and document management industry. Our core competencies are in technology management, data processing, high speed laser printing, matching, folding, inserting and mailing at the lowest possible cost. We are proud to be the largest mailer in Oregon and we maintain all of our equipment and operating software in house. We take our work seriously and *strive to provide a high level of customer service, communication and reliability to help smaller volume mailers achieve success.*

Metro is active in the mailing community and has been an active member of the Greater Portland Postal Customer Council (GPPCC) for over 25 years. Members of our staff have served on the GPPCC Board and volunteered to work on special postal committees for many years. In 2013 & 2014, we were recognized for our commitment to professional growth and support in the mailing community and awarded the Gold Pinnacle Award at the annual GPPCC Mailers Conference. No other mailer has ever won this award in consecutive years.

All mail is produced and processed at our headquarters in NW Portland. This mail is delivered to the main Post Office Hub of Portland, Oregon which is approximately three (3) miles from the Company Headquarters. Since that is the Sectional Center Facility for the Portland/Vancouver WA area, your mail will be expedited for delivery.

Metro Headquarters: 3506 NW 35TH AVE. Portland, OR 97210

Metro's second (2) facility is located in Salem, Oregon. The site services as a mail consolidation, back up production and disaster recovery facility. In addition, Metro's third (3) facility, located in Grand Rapids, Michigan serves as back up production and disaster recovery facility.

Customer Service

Customer Service is one of Metro's hallmarks for doing business. Our staff can be reached by calling our office toll free at (855) 224-7230, local at (503) 224-7230 between the hours of 8:30 a.m. and 5:00 p.m. Valerie is our front desk receptionist and she always answers the phone with the goal of quickly locating the Metro team member you are trying to reach. Our staff can also be reached directly via email. Our sales team is cross trained along with customer service team to provide our customers with timely communication and reliable service. Let us take the work and worry out of your print and mail processing by producing your materials quickly, accurately, and economically.

Utility Bill Printing and Mailing

The process the City will follow in sending an electronic file

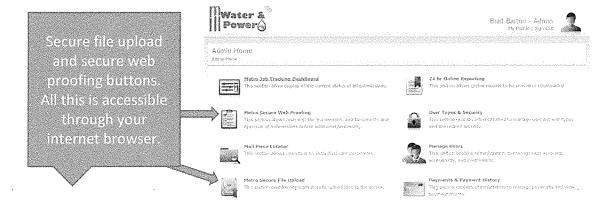
There are two options for file transmission to Metro:

Option 1: Transmit via FTP, SFTP or MFT

- 1) Login.
- 2) Open your secure folder.
- 3) Drag the print files to the folder.

Option 2: Transmit to Metro secure online web proofing engine via the following steps:

- 1) Login
- 2) Click "Metro Secure File Upload."
- 3) Select the files to upload from your computer, click "upload."
- 4) Files are automatically converted to bills. Review the bills in "Metro Secure Web Proofing."
- 5) Approve the files (bills) and send to Metro's print stream.
- The image the City would see online is an exact copy of what would be printed and mailed.
- Individual bills can be held or excluded from the mailing when using the online web proofing engine.
- Below is a screen shot of the secure online web proofing engine. It has been tested and works on all internet browsers.



Firm's capabilities in qualifying for the largest postage discounts

Metro's core service includes co-mingling mail to achieve deep postal discounts for our customers. The co-mingling process workflow allows us to sort your mail with mail from our other customers on our Optical Character Reader sorting machines. Sorting the statement mail on these machines does not delay the process; in fact it can shorten the delivery time by a day or two. We invite you for a tour to see this process firsthand.

Performance of Service Guarantee.

The report below highlights which statement was inserted into which envelope along with a timestamp. Metro has invested in these services for the peace of mind for our customers.

Mail Piece ID/N	lame		Address			Tir	ne i	the p	iece w	as	inserted (green
MAILER_ID SERIAL_NO	TRACKING_C	ROUTING_CO	ENCODE COM ADDRESS, CITY	STATE	ZIP	PEUS4_2	ZH DP2	CRRT	LOT ERR_STA	TLAC	S_TimeStamp
123456789 000001	00702123456789000001	80227442037	TTFTTAFADAE 3237 S GA LAKEW	оссо	80227	4420	37	C013	580600	f	1:00:00 PM
123456789 0000002	00702123456789000002	80227444819	DATDOTADDF 3419 S IRI!LAKEW	oc co	80227	4448	19	CO13	580600	F	1:00:01 PM
123456789 000003	00702123456789000003	80227444532	FAAADAFDTT 3132 S INI LAKEW	oc co	80227	4445	32	CO13	581600	F	1:00:02 PM
123456789 000004	00702123456789000004	80227444532	TTTTDAATDA13132 SINI LAKEW	occo	80227	4445	32	C013	581600	F	1:00:03 PM
123456789 000005	00702123456789000005	80227316083	ATTFADTADT/25575 DO LAKEW	occo	80227	3160	83	C025	580700	F	1:00:04 PM
123456789 000006	00702123456789000006	80227390380	FDTTADDFAF/2480 S CH LAXEW	оссо	80227	3903	Š 0	CO15	\$80600	F	1.00:05 PM
123456789 000007	00702123456789000007	80227251204	FATDFFTTFTF16004 WILLIAKEW	00 00	80227	2512	04	CD09	\$81600	F	1:00:06 PM
123456789 000008	00702123456789000008	80227371565	ATFDATFADFI 1965 5 SHIDENVE	R CO	80227	3715	65	C015	581600	F	1:00:07 FM
123456789 000009	00702123456789000009	80227315648	ADDTFAAFAA 2557 S DO LAKEW	oc co	80227	3156	48	CO25	580700	F	1:00:08 PM
123456789 000010	00702123456789000010	80227190609	ATAAAADTFFI2009 S PA LAKEW	оссо	80227	1906	09	C020	580600	F	1.00:09 PM
123456789 000011	00702123456789000011	80227498629	DDFTAAADAT 3445 S AN LAKEW	00.00	80227	4986	29	C018	581700	F	Pass
123456789 0000012	00702123456789000012	80227280501	ADAFTAFDAD 9701 MOFLAKEW	oc co	80227	2805	01	C021	580600	F	Pass
123456789 000013	00702123456789000013	80227577442	TTFFDDTADFE 10045 W CLAKEW	occo	80227	5774	42	C027	580700	F	Rework
123456789 000014	00702123456789000014	80227024242	TTFTTAFAFTD PO BOX 2 DENVE	i co	80227	0242	42	B003	580600	F	1:00:12 PM
123456789 000015	00702123456789000015	80227253656	DTFAFFDDAA. 5756 WA' LAKEW	оссо	80227	2536	56	C016	580600	F	E00:13 PM
123456789 200016	00702123456789000016	80227241654	ADFAAFADDE 1954 S CA LAKEW	occo	80227	2416	54	C012	580600	F	1:00:14 PM
123456789 000017	00702123456789000017	80227279673	TTTFFFDDATF 2645 S MC LAKEW	oc co	80227	2796	73	C036	580700	F	1:00:15 PM
123456789 000018	00702123456789000018	80227569354	AAATAADDD/ 3224 S NE LAKEW	occo	80227	5693	54	C026	588700	F	1:00:16 PM
123456789 000019	00702123456789000019	80227252157	ADAAFAFADF 6057 W P/LAKEW	occo	80227	2521	57	C009	\$80600	F	1:00:17 PM

Metro's Quality Control Program

Metro has invested and implemented these additional services for the benefit of our customers at no additional cost to them:

- i. Metro double checks for accuracy of printed data, correct file date, due dates, amount due, message text, form type and data truncations.
- ii. Sequence numbers as well as OMR codes are placed on the invoice. This dual accountability system works as an internal cross check and is used so statements are inserted accurately. The intelligent inserters use a dual count sequence this means the inserter shuts down if two pages are pulled instead of one during the insertion process.
- iii. Envelopes are automatically sealed after insertion. The number of envelopes used is compared to the number of statements in the original data file. A final quality control by a 'catcher' is performed on the material before delivery to USPS.
- iv. Our entire operation is all under one roof and we track everything throughout the facility confirming counts each step of the process. Our facility layout was designed specifically for critical document production.

In Conclusion

As discussed throughout this proposal, Metro Statement Solutions specializes in providing a high level of customer service, communication, reliability and best practices to help smaller volume mailers achieve success. We are very interested in doing business with the City, and it is our belief that you would be hard pressed to find a better partnership.

The experience offered by Metro and industry best practices that can be shared with the City will pay dividends for years to come. Thank you for this opportunity and for taking the time to read this proposal.

Price Sheet

Pricing below is based on transmission of approximately 5,800 bi-monthly bills, including bi-monthly utility bills, monthly bills and bi-monthly late notices. If the City transitions to monthly billing, an additional discount will be applied for monthly processing of the bills.

Please note that additional savings that can be achieved within the bi-monthly processing by utilizing Metro's industry best practices outlined on page 13: recommendations to reduce the City's costs.

Proposed pricing includes:	Price	Notes
One time setup and formatting of data	\$500.00	One-time fee for programming and set up
	· ;	Accessible through any web browser,
File Upload, view & approve proofs online		iPad, iPhone or other tablet device
Bill Processing Services:		
All Data Processing Services		
Spot Color & B&W Laser Imaging, one variable impression		
Folding & inserting 1 statement plus the #9 return envelope		
Apply postage or permit, sort & deliver to USPS	\$0.120	Per envelope
		Lowest Postage Guaranteed to City based
Postage (1&2 ounce)	\$.38149	on USPS sort level
Materials:		
8.5 x 11, white 24# paper w/static color logo, bottom		
1/3 perforation stub,	\$0.02	
back side with print and graphic information to spec.	Included	
# 10 single window w/security tint	\$0.029	
#9 return window w/security tint	\$0.021	
Additional Services:		
Selective Inserting	\$0.02	Per Statement
Ability to not include a # 9 return to auto pay		
customers	\$0.02	Per Statement
Online Services:		
Includes eDelivery, Customer view and pay bill online,		Pricing can be provided at the request of
and document storage	Based on volume	the City
PDF image of bill file created for each regular and		
delinquent cycles	Based on volume	Per Statement
PDF – Charge for indexed PDF of Bills – a single PDF of entire monthly billing with indexing	\$0.015	Per statement

Changes the Firm would suggest to reduce the City's costs

Metro recommends using the following industry best practices to reduce costs:

- 1) Print in spot color offset instead of highlight variable color. Use the spot color to call out a certain area of the statement. For example, it's common practice to see a faded color behind a bar graph and then print the bar graph in black ink.
- 2) Use black ink only for the variable portion of your bill.
- 3) Use a double window # 10 instead of a single window # 10.
- 4) Use a single window # 9 for the return envelope.
- Following industry best practices would reduce the City's cost by \$.037 per bill.

In addition, eStatements are a great way to reduce cost and improve cash flow. The eStatements and printed statements can be sent *from the same file* when that file is uploaded to the Metro secure website. eStatements cost approximately 75% less than printing and mailing a traditional bill.

ATTACHMENT B Insurance Requirements

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

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor

and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABIL	REQUIRED FOR THIS CONTRACT	
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advert. Inj.	YES	
Please indicate if Claims Made	or Occurrence		
Automobile Liability	Combined Single – covering any vehicle used on City business	NO	
Workers' Compensation	Per Oregon State Statutes If workers compensation is not initial here State tapplicable:	YES	
Professional Liability	Per occurrence \$500,000		NO
	Annual Aggregate	\$500,000	

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

USER'S AGREEMENT FOR LAW ENFORCEMENT PARTICIPANTS OF THE REGIONAL AUTOMATED PROPERTY INFORMATION DATABASE ("RAPID")

This User's Agreement ("Agreement") is made effective on August 1, 2014 ("Effective Date"), by and between the **City of Portland**, a municipal corporation of the State of Oregon, and its successors or assigns (hereinafter referred to as "City") and St. Helens Police Department (hereinafter referred to as "NAMED USER"), by and through their duly authorized representatives. This Agreement may refer to the City and NAMED USER individually as a "Party" or jointly as the "Parties."

This Agreement shall be valid for five (5) years from the Effective Date.

Authority to enter into the Agreement is pursuant to Oregon Revised Statues ("ORS") 190.110and Revised Code of Washington ("RCW") 39.34.030 if a Washington State agency.

RECITALS

WHEREAS, in 2008 the City implemented the Regional Automated Property Information Database ("RAPID"), a cooperative multi-agency, multi-jurisdictional effort to share information regarding pawn and secondhand store transactions on a regional basis including pawned, stolen and lost article data held by OSP, specifically OSP's Law Enforcement Data System ("LEDS"); and

WHEREAS, since 2009 the City has had a license agreement (the "License Agreement") with Business Watch International ("BWI") which grants the City a license to use BWI's software in the RAPID system; and

WHEREAS, NAMED USER desires to become a Participant and obtain the right to use and access RAPID; and

WHEREAS, the City and NAMED USER desire to enter into this Agreement and being fully advised; and

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1.0 Definitions

"Amendment" means a written document, required to be signed by authorized representatives of both Parties, which alters the terms and conditions of this Agreement.

"Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID password and rights, as established by the City or a RAPID administrator.

"BWI" means Business Watch International of Regina, Saskatchewan, Canada, the developer and licensor of the Software.

"Contributor" means a law enforcement agency that enters data into RAPID or has Dealers who submit current data for entry into RAPID. Contributors are required to have a Software license.

"<u>Dealer</u>" means a pawn shop, second-hand store or other commercial entity, such as a scrap metal dealer, engaged in the purchase or resale of goods who may encounter stolen property, and who is within the jurisdiction of a Contributor.

"Participant" means a law enforcement agency or other entity that accesses information in RAPID but does not submit current data into RAPID. Participants may search for data in the RAPID system and save search results. Participants are not required to have a Software license.

"PPDS" means the Portland Police Data System.

"RAPID" means the Regional Automated Property Information Database, the cooperative effort of regional law enforcement agencies, initiated and managed by the City, to collect and share data on pawn, secondhand and metal recycler dealer transactions. RAPID may also refer to the Webbased information system that accesses the database.

"Software" means the proprietary or licensed computer programs, firmware, applications, or Operating System Software which are components of the RAPID System and are sublicensed to NAMED USER by the City pursuant to this User Agreement, specifically BWI's Internet-based information reporting and exchange system RPDSS and ADXStudio's related utility software, and including, without limitation, any custom Software or Customization, application software, base software, diagnostic software, Updates, Upgrades and any related Documentation to RPDSS and ADXStudio.

"<u>User</u>" means a law enforcement agency, insurance company, or other entity or individual that accesses RAPID. A User may be a Contributor or a Participant.

2.0 Software License

2.1 NAMED USER represents and certifies that it is not a Contributor and therefore does not need to obtain a Software license.

3.0 User Warranties and Obligations

- 3.1 NAMED USER warrants it has read and understands and is in agreement with the principles and requirements set forth herein for participation in RAPID.
- 3.2 NAMED USER warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement and access and use of RAPID.
- 3.3 NAMED USER acknowledges and agrees that NAMED USER, its employees, agents, and Dealers will use RAPID only by Authorized Use and only for a legitimate, official, and authorized law enforcement or public safety purpose. Permission to use the information available

in or through RAPID other than for Authorized Use shall be obtained in writing from the City RAPID Program Coordinator prior to any such use.

- 3.4 NAMED USER acknowledges and agrees that NAMED USER, its employees, and agents, will not modify or attempt to modify through computer programming, hacking, or other techniques the functions, capabilities, and operations of the Software.
- 3.5 NAMED USER is responsible for providing its own computers, Internet connections and any other equipment, devices or capabilities required for its authorized Users to have use of and access to RAPID. NAMED USER is responsible for configuring and maintaining its computers and devices to conform to RAPID access and security requirements as set forth in Sections 5.0 and 6.0 of this Agreement.

4.0 Ownership, Entry, and Maintenance of Information

- 4.1 RAPID will be populated with mirrored information derived from each Contributor's reported stolen property. RAPID is not in any manner intended to be an official repository of original reported stolen property records, nor to be used as a substitute for an official repository of original reported stolen property records. The stolen property information in RAPID is not to be accorded any independent record system status. RAPID is merely a means to provide timely access for RAPID Users to report stolen property information that replicates existing files/records systems found within the records of Contributors.
- 4.2 To the extent that any newly discovered links, matches, relationships, interpretations, etc., located in "mining" of RAPID information may be relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to notify the appropriate User in order that the information is incorporated as records of the User party in the User party's own official records system(s) in accordance with that User party's records management processes.
- 4.3 There is no obligation and there should be no assumption by NAMED USER that a particular Contributor's records housed in RAPID represent the totality of all records of that Contributor's records system for any subject or person.

5.0 Access to and Use of Information

- 5.1 As a Participant, NAMED USER will be able to use RAPID to search data entered by Contributors and their Dealers. Functionality available to a Participant includes but is not limited to:
 - a. Searching for persons or things from transaction data in RAPID and saving those searches for automated notification.
 - b. Placing possible theft-related comments on transactions that can be seen by other Participants and Contributors who view the transaction.
 - c. Placing holds on transactions that contain case numbers, comments and directions to the Dealer. This information can be viewed by other Participants and Contributors.
- 5.2 NAMED USER and its Dealers shall access RAPID via a secure Internet connection.

- 5.3 NAMED USER shall not use information in RAPID for general licensing and employment purposes, background investigations of federal, state or local employees or any other non-law enforcement purpose, or to establish or verify the eligibility of applicants, recipients, beneficiaries, participants, or providers of services with respect to cash or in-kind assistance or payments under the Federal or State benefit programs, or to recoup payments or delinquent debts under such Federal or State benefit programs. NAMED USER shall not use information in RAPID to establish or verify continuing compliance with statutory and regulatory requirements by such persons.
- 5.4 Information in RAPID, shall not be disseminated outside of NAMED USER without first obtaining express permission of each Contributor or Participant that contributed the information in question.
- 5.5 Agencies other than those who are Contributors or Participants will not have direct access to RAPID. Requests by such agencies for copies of information contained in RAPID must be referred to the individual RAPID Contributor or Participant that owns the information, unless otherwise required by law.
- 5.6 However, NAMED USER shall not share User IDs or passwords or provide direct access to RAPID to any entity that has not executed a User agreement with the City and, if required, a license agreement with the City or BWI.
- 5.7 RAPID includes an audit capability that logs all User actions, including the identity of the User, time of access, queries executed, responses, alerts set, and notifications received. The log is maintained indefinitely unless periodic purging is required by law.

6.0 Security

- 6.1 NAMED USER will authorize specific employees to access RAPID. Access shall be granted only to those employees and agents with an official "need to know" such information. Upon request by the City, NAMED USER shall provide the City with lists of employees requiring access and list of employees no longer requiring access
- 6.2 NAMED USER is responsible for training its Users who are authorized to access RAPID regarding the use and dissemination of information obtained from RAPID. NAMED USER shall ensure its authorized Users have a clear understanding of the need to verify the reliability of the information from RAPID with the User that provided the information before using the information for preparing affidavits, obtaining subpoenas and warrants, or other law enforcement purposes. Training should also ensure employees understand the restrictions on use of RAPID data and information set forth herein.
- 6.3 NAMED USER will ensure that its Users will not access RAPID until after successfully completing appropriate training.
- 6.4 NAMED USER agrees to immediately deactivate the RAPID User ID and password of any User who is no longer an employee or agent or contractor of NAMED USER, or who no longer requires Authorized Use of RAPID.
- 6.5 NAMED USER shall provide immediate notification to the City of any actual or suspected unauthorized use of a User ID and password or of any security breach that affects

RAPID or any other City systems. NAMED USER shall provide notification to the City of any incident relating to the integrity of the Software, such as a computer virus.

- 6.6 NAMED USER acknowledges that RAPID will contain Sensitive but Unclassified (SBU) information from the records systems of the Contributors. RAPID is managed by the Portland Police Bureau. NAMED USER agrees to use at least the same degree of care in protecting information accessed in RAPID that NAMED USER exercises with respect to its own sensitive information.
- 6.7 NAMED USER acknowledges that unauthorized disclosure of SBU information or misuse of the Software or a City computer system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Agreement, the City may obtain equitable or injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief and remedies at law.
- 6.6 Failure to comply with the security and Authorized Use specifications contained in this Agreement may, at the sole discretion of the City, result in the suspension of NAMED USER and access to RAPID by NAMED USER and its Users until such failures are corrected to the City's satisfaction.

7.0 Cost

- 7.1 NAMED USER shall bear its own costs in relation to RAPID unless otherwise provided herein or in an amendment to this Agreement.
- 7.2 As of the Effective Date of this Agreement, Participants are not presently charged a fee for accessing RAPID. There will be no charges for NAMED USER to use RAPID as a Participant. This policy may be changed by the City upon sixty (60) days' written notice to NAMED USER.

8.0 Disclaimers, Limitation of Liability, and Indemnity

- 8.1 RAPID and its website, services, data, and information are supplied "as is" without warranty of any kind, whether express or implied. NAMED USER acknowledges that access to RAPID, its website, and services may be subject to delay, and the data and information may be subject to deletion, theft, errors, or omissions. The City has no responsibility for the accuracy, timeliness, or completeness of information in RAPID. To the maximum extent permitted by law, the City disclaims all warranties, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 8.2 RAPID is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by NAMED USER to perform RAPID-related functions shall not be considered employees of RAPID or of any other party for any purpose. NAMED USER remains solely responsible for the supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to RAPID access.
- 8.3 Unless specifically addressed by the terms of this Agreement, NAMED USER shall be responsible for the negligent or wrongful acts or omissions of its own respective officers and employees performing under this Agreement, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject.

8.4 SUBJECT TO CONSTITUTIONAL AND STATUTORY LIMITATIONS AND RESTRICTIONS, NAMED USER SHALL INDEMNIFY AND DEFEND THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO ITS ACTS OR OMISSIONS OR THOSE OF ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, OR DEALERS UNDER THE TERMS OF THIS AGREEMENT.

9.0 Term and Termination

- 9.1 This Agreement shall be in effect for the period of time stated on the first page unless terminated as set forth in this Section.
- 9.2 The following conditions apply to termination of this Agreement.
 - 9.2.1 This Agreement may be terminated at any time by the mutual written agreement of the duly authorized representatives of the Parties.
 - 9.2.2 Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.
 - 9.2.3 The City may terminate the Agreement with immediate effect in the event of a breach of any provision of this Agreement by NAMED USER.
- 9.3 Upon termination of this Agreement all information contributed to RAPID by NAMED USER will be deleted from RAPID if so requested in writing by NAMED USER.
- 9.4 The rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of information in RAPID shall survive any termination of this Agreement. This applies to NAMED USER's information, and to other parties' disclosure and use of NAMED USER's information.

10.0 Written Notifications

10.1 All written notifications and Amendments shall be sent to the following:

For City of Portland:	For NAMED USER:
Brent Bates, RAPID Program Coordinator	Name: Joe Castilleja
City of Portland - Portland Police Bureau	Title: Sergeant
4735 E Burnside St	Address: 150 S, 13 th Street
Portland, OR 97214	City, State: St.Helens, OR 97051
e-mail: Brent.Bates@portlandoregon.gov	e-mail: josec@ci.st-helens.or.us
Copy to:	Copy to:
Technology Contracts	
City of Portland - Procurement Services	
1120 SW Fifth Avenue, Room 750	
Portland OR 97204	

If either Party makes a change to the name or contact information in the table above, it shall provide written notice to the other Party within thirty (30) days of such change.

11.0 General

- 11.1 **Assignment**. Neither Party shall assign, transfer, subcontract, or delegate all or any part of this Agreement, or any interest therein, without the other Party's prior written consent, except that the City may assign this Agreement to another law enforcement entity or organization upon thirty (30) days' written notice to NAMED USER if management of RAPID is transferred to another law enforcement entity or organization.
- 11.2 **Governing Law and Jurisdiction**. This Agreement shall be construed according to the laws of the State of Oregon without reference to its conflict of laws' provisions. Any litigation between the City and User arising under this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.
- Amendment. No provision of this Agreement may be amended or modified unless such Amendment or modification is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. All changes that would permanently change any provisions of this Agreement shall be memorialized in the form of an Amendment. If the requirements for Amendment or modification of this Agreement as described in this section are not satisfied in full, then such Amendments or modifications automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.
- 11.4 **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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 11.5 **No Waiver**. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

This Agreement, together with all Exhibits, Attachments and those documents which by their reference have been incorporated herein, constitutes the entire Agreement between the City and NAMED USER and supersedes all agreements, written and oral, between the Parties on this subject.

The Parties agree that they may execute this Agreement, and any Amendments to this Agreement, by electronic means, including the use of electronic signatures.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Participant hereto has caused this Agreement to be executed.

St. Helens Police Department NAMED USER (PARTICIPANT)

Authorize	! Signature	Date
Terry Mos	s, Chief of Police	
Printed No	ime and Title	
Address:	150 S. 13th Street	
	St.Helens, OR 97051	Andrew Street,
Phone:	503-397-3333	
Fax:		
Email:	terrym@ci.st-helens.or.us	

COUNCIL ACTION SHEET

То:	The Mayor and Members of City Council	- That is
From:	Sue Nelson, Neal Sheppeard Interim Public Works Co-Directors	
Date:	15 April 2015	City of St. Helens
Subject:	McFeron STEP System Agreement Extension	THE STATE OF THE S

Background:

In 2000, the McFerons approached the City Council regarding their failing on-site septic system at 35262 Fir Street in the Firlock Park area. Their home is located outside of city limits but within the urban growth boundary. The property had been surveyed by the County Sanitarian and was found to be unfit to reconstruct their failed septic field. The Council approved a Sewer Service Agreement that allowed the McFerons to construct a septic tank effluent pump (STEP) system and a pressure line to the City's gravity sewer system located in Gable Road. The McFeron's agreed to abandon the STEP system and connect to a public gravity sewer system when it is constructed in their area. At this date, a gravity system is not available in proximity to their property. The existing STEP system is the only reasonable option to provide sanitary service to their home.

Recommendation:

Approve the Third Amendment to the Sewer Service Agreement for the MeFeron STEP system and extend the agreement for five (5) years thru May 5, 2020.

After Recording Return to:

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

CITY

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

APPLICANT/McFeron

Greg and Amanda McFeron 35262 Fir Street St. Helens, OR 97051

THIRD AMENDMENT TO

Instrument No. 05418
Recorded May 31, 2000
FIRST AMENDMENT
Instrument No. 2005-006920
Recorded May 25, 2005
SECOND AMENDMENT
Instrument No. 2010-004817
Recorded June 11, 2010

This Third Amendment to Sewer Service Agreement is entered into this 15th day of **April, 2015**, by and between The City of St. Helens, a municipal corporation of the State of Oregon, hereinafter referred to as "**City**" and Greg and Amanda McFeron, hereinafter referred to as "**McFeron**".

RECITALS

- A. McFeron owns property located at 35262 Fir Street, St. Helens, Oregon, located and being in Columbia County, Oregon, said property being more particularly described in Exhibit A, attached hereto and made a part hereof by this reference.
- B. City and McFeron entered into a Sewer Service Agreement dated May 5, 2000, to permit City sewer service to be extended to the McFeron property due to a failing septic system.
- C. The original Sewer Service Agreement was recorded on May 31, 2000, in the Official Deed records of Columbia County, Oregon, as Instrument No. 05418

- D. As part of the original Agreement, the authorization for sewer service would expire after five (5) years.
- E. The contemplated comprehensive sewer improvement to Firlock Park was not performed in the timeframe contemplated by the original agreement.
- F. The City and McFeron then agreed to amend the May 5, 2000, Agreement to reflect a time extension of five (5) years to facilitate the comprehensive sewer improvement for Firlock Park.
- G. The City and McFeron then agreed to amend the May 25, 2005, Amendment to reflect a time extension of five (5) years to facilitate the comprehensive sewer improvement for Firlock Park
- H. Again, the improvements have not been made as of this date, April 15, 2015, and until this property has been annexed and public sanitary sewer is available, the McFeron's will need to continue using the STEP system.
- I. The ten (10) year limitation for sewer service included in the May 4, 2005, First Amendment to Sewer Service Agreement, numbered paragraph 2, set forth below, was extended to reflect an additional five (5) year extension of time to May 5, 2015 by the Second Amendment to Sewer Service Agreement:
 - 2. The Applicant, upon compliance with all the terms and conditions of this Agreement, shall be permitted to connect to the City sewer line and receive City sewer service for a period of no more than fifteen (15) years from the date of this Agreement.
- J. The ten (10) year limitation for placement of improvements and removal of improvements included in the May 4, 2005, First Amendment to Sewer Service Agreement, numbered paragraph 10, set forth below in pertinent part, was extended to reflect an additional five (5) year extension of time to May 5, 2015 by the Second Amendment to Sewer Service Agreement:
 - 10. Applicant shall be solely responsible for the full cost of the removal of the service extension, including all lines and equipment, unless the City agrees to retain any portion of the improvement, in its sole discretion. Applicant shall remove the system upon demand by the City, but no later than fifteen (15) years from the date of this Agreement, and shall connect to and pay their fair share of any comprehensive sewer improvement to the Firlock Park area or portion thereof...

NOW, THEREFORE, in consideration for the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, City and McFeron agree as follows:

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. The limitation for sewer service as referenced above in paragraph I, is hereby extended to reflect an additional five (5) year extension of time to May 5, 2020.
- 3. The limitation for placement of improvements and removal of improvements as referenced above in paragraph J, is hereby extended to reflect an additional five (5) year extension of time to May 5, 2020.
- 4. City and McFeron agree to record this document in the Official Deed Records of Columbia County, Oregon.
- 5. All other terms of the original May 5, 2000, Sewer Service Agreement, as amended, remain in full force and effect.
- 6. **IN WITNESS WHEREOF**, the parties hereto have executed this instrument effective the day and year first hereinabove written.

CITY	<u>McFERON</u>
City of St. Helens, Oregon.	Greg McFeron
Ву:	
Its:	Amanda McFeron
STATE OF OREGON) so COUNTY OF COLUMBIA)	c
COUNTY OF COLUMBIA)	5.
On this day of being duly sworn, acknowledg City of St. Helens , executed	, 2015, before me appeared, who, ged this instrument to be a voluntary act and deed of the by authority of its Mayor and City Council.
	Notary Public My commission expires:
STATE OF OREGON)	•
COUNTY OF COLUMBIA)	5.

On this day of, 201 being duly sworn, acknowledged this in	5, before me appeared Greg McFeron , vestrument to be a voluntary act and deed.	who,
	Notary Public My commission expires:	
STATE OF OREGON)		
STATE OF OREGON) ss. COUNTY OF COLUMBIA)		
On this day of May, 2015, befor duly sworn, acknowledged this instrume	re me appeared Amanda McFeron , who, beent to be a voluntary act and deed.	eing
	Notary Public My commission expires:	

CONTRACT PAYMENTS

City Council Meeting April 15, 2015

Hamer Electric, Inc.

Project: M-434A Courthouse Docks Upgrade (Inv#21986*04) **\$ 48,021.44**

Pacific Excavation, Inc.

Project: W-441 2015 Water Main Replacement (Inv#1431.01) \$ 53,792.80



HAMER ELECTRIC, INC. 126 INDUSTRIAL WAY LONGVIEW, WA 98632 360 636-2227



MAR 3 0 2015

Invoice 21986*04

CEPTURST, HELENS

Bill to:

CITY OF ST. HELENS PO BOX 278 ST. HELENS, OR 97051 Job: 21986

CITY OF ST HELENS

CITY OF ST. HELENS BOAT DOCK

Invoice #: 2

21986*04

Date:

03/25/15

Customer P.O. #:

Salesperson:

Payment Terms:

NET 10 DAYS

Customer Code: STH02

Remarks: FROM DRAW REQUEST BILLING ENTRY

Quantity	Description	U/M U	nit Price Extension
	CONTRACT BILLING		44,892.84
	REPLACE DAMAGED SUPPORTS		1,249.00
Billing Total			
	CARD READER CONTROL PANEL		4,407.05
		Subtotal:	50,548.89
PAST DUE INV PER MONTH	OICES ARE SUBJECT TO A 1.5% FINANCE CHARGE	Total:	50,548.89
PER MONTH	of the Charles V for D	Less Retentio	n: -2,527.45
	MAR 3 0 2015	Current Due:	48,021.44

CITY OF ST. HELENS

009-207-652950 M-1134A Courthouse Dock UHLity Upgrade

APPROVED FOR PAYMENT

INIT

anjulija kantura

ACCOUNTS PAYABLE FINANCE

SUPERVISOR

4/8/15

Page 1

Application and Certificate For Payment

To: CITY OF ST. HELENS CITY OF ST. HELENS CITY OF ST. HELENS CITY OF ST. HELENS Application No: 4 Date: 03/2 PO BOX 278 ST. HELENS, OR 97051 , CTTY OF ST. HELENS BOAT DOCK Period To: 03/25/15 From: 126 INDUSTRIAL WAY LONGYIEW, WA 98632 Contract Date: Contract For:			***************************************				
HAMER ELECTRIC, INC. 126 INDUSTRIAL WAY LONGVIEW, WA 98632 360 636-2227 Contract For: Contract For: Contract For: Period To: Contract Date: Contract For:	:01	CITY OF ST. HELENS PO BOX 278 ST. HELENS, OR 97051	Project:	CITY OF ST. HELENS CITY OF ST. HELENS BOAT DOCK	Application No:	4	Date: 03/25/15
126 Mumber: 21986 LONGVIEW, WA 98632 360 636-2227 Contract For:	L		Contractor Job		Period To:	03/25/15	
360 636-2227	rom:	HAMER ELECTRIC, INC. 126 INDUSTRIAL WAY LONGVIEW, WA 98632	Number:	21986	Contract Date:		
	Phone:	360 636-2227	Contract For:				

Original contract sum	221,147.00
Net change by change orders (as per attached breakdown)	5,888.00
Contract sum to date	227,035.00
Completed to date (as per attached breakdown)	215,745.70
Stored material (as per attached breakdown)	0.00
Total completed and stored to date	215,745.70
Total retainage (5.0%)	10,787.29
Total earned less retainage	204,958.41
Less previous certificates of payment	156,936.97
Subtotal	48,021.44
Sales tax at 0.000% on 0.00	0.00
Amount of this request	48,021.44

Certificate of the Subcontractor:

I hereby certify that the work performed and the materials supplied to date as shown on the above represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and CITY OF ST. HELENS relating to the above-referenced project.

I also certify that Payments, less applicable retention, have been made through the period covered by previous payments received from the contractor, to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in connection with the performance of this contract.

I further certify I have complied with Federal, State and Local tax laws, including Social Security laws and unemployment laws and Workmen's Compensation laws insofar as applicable to the performance of this contract.

Furthermore, in consideration of this request of the payments received and upon receipt of the amount of this request, the undersigned does hereby waive, release, and relinquish all claims or right of lien for contract and/or change order work performed to the extent that payment is being retained or will subsequently become due.

Date: Subscribed and sworn to before me this ŏ

day

Notary public:

My commission expires

Contractor: HAMER ELECTRIC, INC.

Application and Certificate For Payment -- page 2

		Memo			
Date: 03/25/15		Retention	10,504.48	62.45	220,36
Date:		Balance to Finish	11,057.35	0.00	231.95
		%	95.00	100.00	95.00
Application No: 4 Period To: 03/25/15 Contractor's Job Number: 21986		Stored to Date	210,089.65	1,249.00	4,407.05
Application No: 4 Period To: 03/25/15 Contractor's Job Number		riaterials Presentily Stored	00'0	0.00	0.00
	oleted	This Period	44,892.84	1,249.00	4,407.05
	Work Completed	Previous Application	165,196.81	0.00	0.00
		Scheduled Value	221,147.00	1,249.00	4,639.00
CITY OF ST. HELENS ttor): HAMER ELECTRIC, INC. CITY OF ST HELENS		Description	CONTRACT BILLING	REPLACE DAMAGED SUPPORTS Billing Total	CARD READER CONTROL PANEL
ubcontra	And the state of t	Item Number	CON		
To: From (S Project:		-	001	C001	C002

10,787.29

11,289.30

95.03

215,745,70

0.00

50,548.89

165,196.81

227,035.00

Application Total





79 N. Danebo Ave. (541)726-7380 Eugene, Or. 97402 Fax: (541)726-7943 CCB: 135018

Progress Bill

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

ë

Contract: 1431. St. Helens Waterline

Invoice: 1431.01
Date: 04/06/15
Application #: 1
Invoice Due Date: 05/06/15

Payment Terms: Net 30 days

								A COLORAN MANAGEMENT AND	Total				
Hem		Description	Contract Amount	Confract Quantify	No.	Quantity JTD	Unit	Materials On-Site	And Stored To Date	8	Amount	Quantity This Borled	Amount
	9	MOBILIZATION	11,000.00	0.000	rs.	0.000	0.00000	00'0	11,000.00 100.00%	100.00%	0.00	0.000	11,000.00
	20	TRAFFIC CONTROL	15,000.00	0.000	rs	0.000	0.00000	0.00	7,500.00	50.00%	0.00	0.000	7.500.00
	30	6" CI 50 DIP WIGRAVEL SURFACE RESTORATION	28,512.00	432.000	5	85.000	66.00000	0.00	5,610.00	19.68%	0.00	85.000	5,610.00
	40	6" CI 50 DIP W/AC SURFACE RESTORATION	31,213.00	343,000	5	254.000	91.00000	0.00	23,114.00 74.05%	74.05%	00'0	254,000	23,114.00
	20	RECONNECT 3/4" COPPER WATER SERVICE	5,850.00	13.000	EA	0.000	450.00000	0.00	00'0	0.00%	0.00	0.000	0.00
	99	INSTALL NEW FIRE HYDRANT ASSEMBLY	12,000.00	3.000	EA	1.000	4,000.00000	0.00	4,000.00	33,33%	0.00	1.000	4,000.00
	70	INSTALL NEW PARTIAL HYDRANT ASSEMBLY WIO GATE VALV	3,500.00	1.000	EA	0.000	3,500.00000	00'0	0.00	0.00%	0.00	0.000	0.00
	80	INSTALL NEW TEMP BLOWOFF ASSEMBLY	2,000.00	2.000	EA	2.000	1,000.00000	0.00	2,000.00 100.00%	100.00%	0.00	2.000	2,000,00
	06	INSTALL NEW 6 INCH GATE VALVE	1,000.00	1.000	EA	1.000	1,000,00000	0.00	1,000.00	1,000.00 100.00%	0.00	1.000	1,000.00
	90	ROCK EXCAVATION	8,400.00	140.000	≿	40,000	60.0000	00'0	2,400.00 28.57%	28.57%	0.00	40.000	2,400.00
			118,475,00	ę	· · · · ·				56,624.00		0.00		56,624.00
				S. W.						Total Billed To Date:	Date:		56,624.00



TACAVERION, INC.

(541)726-7380 Fax: (541)726-7943 CCD: 135010 79 M. Danebo Ave. Eugene, Or. 97402

Invoice: 1431.01

Application #: 1 Date: 04/06/15

Payment Terms: Net 30 days Invoice Due Date: 05/06/15

Contract: 1431, St. Helens Waterline

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

To:

ACCOUNTS PAYABLE

SUPERVISOR

W-441 2015 Waternain W-441 Replacement Project

106539-608-010

Less Previous Applications: Less Retainage:

Total Due This Invoice:

53,792.80

2,831.20

Page 1 of 1

APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

City Council Meeting ~ April 15, 2015

Pending applications received:

			Date Application	Referred by Email
	<u>Name</u>	<u>Interest</u>	<u>Received</u>	To Committee(s)
•	Stephen Topaz	Parks Commission	4/14/14	4/15/14
•	Elisa Mann	Parks Commission	11/18/14	11/19/14
•	Jerry Belcher	Parks Commission	1/13/15	1/14/15
•	Benjamin Tiscareno	Bicycle & Pedestrian Commission	3/4/15	3/5/15
•	Sean Cearley	Arts & Cultural and Bicycle & Peds	3/16/15	3/17/15

Arts & Cultural Commission (3-year terms)

• XK Austin resigned. Her term expires 9/30/17.

Status: The Commission met on March 5 and requested that a press release be sent out to recruit a new member. The press release went out on March 9. The deadline to submit applications is March 27. One application was received. The Commission met on April 2 and voted to send another press release out for the opening. A press release was sent out on April 8, 2015.

Next Meeting: May 7, 2015

Recommendation: None at this time.

Bicycle & Pedestrian Commission (3-year terms)

- Dave Ehrenkranz resigned. His term expires 12/31/2015.
- Matt Freeman resigned. His term expires 12/31/2015.
- Ray Scholl resigned. His term expires 12/31/2015.
- Dave Woullet resigned. His term expired 12/31/2014.
- Angela Barlow resigned. Her term expires 12/31/2016.
- Simon Date resigned. His term expires 12/31/2016.
- Martin Kennedy resigned. His term expires 12/31/2016.

Status: They also requested that we send out another press release to recruit members. A press release was sent out and the deadline to apply is April 10. Two applications have been received to date.

Next Meeting: April 30, 2015

Recommendation: None at this time.

Library Board (4-year terms)

Nancy Bensen's and Mary Woiccak's terms expire 6/30/2015. Neither of them wish to be reappointed.

Status: A press release was sent out on April 8 to recuit applicants.

Next Meeting: April 16, 2015

Recommendation from Board: None at this time.

Parks Commission (4-year terms)

- Sari Swick's term expired 12/31/2013. She has resigned from the Commission.
- Debi Corsiglia resigned. Her term expires 12/31/2016.

Status: At their February 9 meeting, the Commission interviewed Elisa Mann and Steve Topaz. They are waiting until they can meet with Jerry Belcher before making a recommendation to the Council.

Next Meeting: April 20, 2015

Recommendation: None at this time.

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

WHERAS, 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
ATTEST:		Randy Peterson, Mayor
<u>/s/ Kathy Payn</u> Kathy Payne, (corder

City of St. Helens

Arts & Cultural Commission

Minutes from Thursday, March 05, 2015 City Council Chambers

Members Absent

Joan Youngberg

Members Present

Kannikar Petersen Luanne Kreutzer Kevin Chavez, Chair Diane Dillard, Vice Chair Rosemary Imhof

Dillard, Vice Chair

ary Imhof

Antonia Doggett

Councilors in Attendance

Susan Conn

Staff Present

Jennifer Johnson, Secretary

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CALL MEETING TO ORDER

Chair Kevin Chavez called the meeting to order at 6 p.m.

VISITORS

There was one visitor.

APPROVAL OF MINUTES FOR FEBRUARY 5, 2015

Motion: Commissioner Kreutzer moved to approve the minutes with corrections for February 5, 2015. Vice Chair Dillard seconded. All in favor; none opposed; motion carries.

FISCAL REPORT

The Commission discussed the Fiscal report. Commissioner Petersen said the total cost for the Gateway Project Phase I was under budget at \$45,000. The Budget was \$50,000.

MURAL PROJECT

City Administrator John Walsh contacted the owner of the post office. They are in favor of the mural; however, the building is under a commercial building lease which gives the post office the right to paint the building. Mayor Peterson talked with the postmaster and they are all for it. The project would be started and completed in August.

Antonia Doggett discussed the first space on the postmaster building. She said it would be the most visible. She presented a rough sketch. The sketch was a design of a large elephant and a child reading a book. Doggett offered to volunteer her time at no cost to the Commission. The Commission would like to support local artists. The Commission decided they will compensate Antonia for her work. The Commission would pay for the design first. Once the project is completed the Commission would make a final payment to Doggett.

The Commision will pay Doggett \$300 for her design, and \$2200 once the project is completed. Grand total is \$2500.

The Commission discussed the rough sketch for the Mural. They would like to tie in the post office to the design. Doggett will revise the sketch for April's meeting.

BUDGET

The Commission discussed the proposed budget.

Motion: Petersen moved that for fiscal year 2015-2016 they allocate:

Gallery corridor banners - \$6,000

Summer arts in the park - \$1,500

Maintenance of public art - \$750

Administration & marketing - \$500

Bike Rack Projects - \$1,500

Free art & craft workshops - \$1,250

Gateway project - \$2,000

Spirit of Halloween town - \$500

Mural Project - \$5,000

Contingency - \$3,000

TOTAL = \$22,000

Commissioner Imhof seconded. All in favor; none opposed; motion carries.

2015 PROJECT LEADERS

The Commission discussed leaders for each project.

- Banner Project Commissioner Petersen
- Trash Can Painting Coopetition Commissioner Kreutzer and Commissioner Petersen
- Maritime Heritage Art Booths Commissioner Youngberg
- Bike Rack Project Commissioner Imhof
- Arts and Crafts Workshops Commissioner Imhof and City Councilor Ginny Carlson
- Fair Awards Vice Chair Dillard and Commissioner Imhof

GATEWAY PROJECT PHASE II

The Commission briefly discussed sending out an RFP. Commissioner Petersen mentioned the City Council is in favor of extra support from city staff for this project.

MARKETING

The Commission discussed getting some nice photos of the Gateway Sculptures for the Arts and Cultural Commission web page. They would also like to incorporate more articles in the city newsletter. Vice Chair Dillard and Commissioner Kreutzer volunteered to work on that.

ADJOURNMENT

The meeting was adjourned at 8:20 p.m.

NEXT MEETING

The next meeting is scheduled for Thursday, April 2, 2015 at 6 p.m.

Jennifer Johnson Utility Billing Specialist

Present=P Absent=A

Date	Kreutzer	Petersen	Dillard	Youngberg	Imhof	Chavez	Austin
February 5, 2015	Α	Р	Р	Р	Р	Р	Р
March 5, 2015	Р	Р	Р	Α	Р	Р	-
						·	

City of St. Helens

Library Board

Minutes from Thursday, February 19, 2015

Columbia Center Auditorium

Members Present

Barbara Lines, Chair Mary Woiccak, Vice Chair Marsha Caton An Der Chang Casey Jolissaint

Members Absent

Alex Mann

Nancy Bensen

Councilors in Attendance

Councilors in Atter

Susan Conn

<u>Guests</u> None

Staff Present

Margaret Jeffries, Library Director

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CALL MEETING TO ORDER: The meeting was called to order at 7:15pm by Chair Barbara Lines.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: No public comment.

PREVIOUS MEETING MINUTES: Minutes approved as written.

AGENDA REVISIONS: A discussion of Library security issues was added to the evening's business.

LIBRARY SECURITY: A lengthy discussion took place concerning issues about the:

- Protection of the facility from theft and vandalism
- Safety of the staff and patrons in the event of external threats such as fire, natural disasters and threatening individuals
- Protection and well-being of the staff in their interactions with patrons and as they exit the building after dark

The Library Director has taken action on some recent recommendations made by the Police Chief but will continue to explore the policies and procedures of other libraries.

LIBRARY'S 100th BIRTHDAY: Board members began reviewing books published in 1915 as potential choices for a 100th Birthday Our Community Reads book selection. A sub-committee was formed to evaluate the choices and make a selection. Others suggestions for marking the occasion were a possible period movie showing at the

Columbia Theater, resources lists for learning more about the world in 1915, local history displays and pictures.

LIBRARY BOARD BYLAWS: A motion was passed to accept the final draft of the bylaws. They will now be sent to the City Council for approval.

NEXT MEETING:

The next regular meeting is scheduled for Thursday, March 19th, at 7:15 p.m. Columbia Center Auditorium.

Members need to bring all relevant materials to each meeting.

ADJOURNMENT:	
The meeting was adjourned at 9:15 p.m. by Chair Lir	nes
CA.	
Respectfully submitted by:	

Library Director, Margaret Jeffries

2014-2015 Library Board Attendance Record

P=Present E=Excused Absence U=Unexcused Absence

Date	Bensen	Caton	Chang	Jolissaint	Lines	Mann	Woiccak
01/16/14	Р	Р	Е	E	Р	Р	Р
02/20/14	N/A	N/A	N/A	N/A	N/A	N/A	N/A
03/20/14	U	Р	Р	Р	Р	υ	Р
04/17/14	U	Р	Р	Е	Р	Р	Р
05/15/14	Р	Р	Е	Р	Р	E	Р
06/19/14	Р	Р	Р	E	Р	Р	Р
07/17/14	Р	Р	Е	E	Р	Р	Р
08/21/14	Р	Р	Е	E	Р	Е	Р
09/18/14	Р	Р	Р	Р	Р	E	Р
10/16/14	Р	Р	Р	E	Р	Р	Р
11/20/14	Р	Р	Р	Р	Р	U	Р
12/18/14	U	Р	Р	Р	Р	E	Р
01/15/15	Р	Р	E	E	Р	Р	E
02/19/15	Р	Р	E	E	Р	Е	Р

Accounts Payable

To Be Paid Proof List

User:

Shellym

Printed:

03/31/2015 - 10:20AM

Batch:

00021.03.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
HOLIDAY INN EXPRESS 34 NORTH HOLLADAY I SEASIDE, OR 97138 HOLIDAY3 MARCH31 2015 012-102-490000 Profession	3/31/2015	109.00	0.00	03/31/2015 OAMR MID YEAI	R ACADEMY LISA AND KATHY 4-2-1			False	0
	HOLIDAY INN EXPRESS	109.00							
	Report Total:	109.00	Mw						

Accounts Payable

To Be Paid Proof List

User:

Shellym

Printed:

04/02/2015 - 2:43PM

Batch:

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Invoice Number	Invoice Date	oice Date Amount (e Amount Quantity Payment Date Task Label				FOUNDED 1850				
Account Number		Amount	Quantity	Payment Date Description	Task Label	Туре	PO #	Close PO	Line #			
ALEXIN ANALYTICAL LABS, INC. LABORATORIES, INC. 13035 S.W. PACIFIC HWY. TIGARD, OR, 97223- 001650 21584 017-017-472000 Lab Testing 21584 Total: ALEXIN ANA	3/30/2015 ————————————————————————————————————	975.00 975.00 975.00	0.00	04/03/2015 WATER TESTING		Reference		False	C			
BECKWITH & KUFFEL 930 1ST AVENUE SOUTH OUTER SOUTH OUT		130.34		04/03/2015 MATERIALS				False	0			
JELL CALIBRATION & CONTROLS L BOX 722 EESHAM, OR 97030		130.34										

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Туре	PO #	Close PO	Line #
2125 018-019-501000 Operating Materials	3/26/2015	320.00	0.00	04/03/2015	Reference	-		
2125 018-020-501000 Operating Materials & S	3/26/2015 Supplies	320.00		BI ANNUAL INSTRUMENT CALIBRATIONS WWTP 04/03/2015 BI ANNUAL INSTRUMENT CALIBRATIONS WWTP			False False	0
2125 Total:	_	640.00		The state of the s				
BUELL CALIE	RATION &	640.00						
CANON FINANCIAL SERVICES, INC 14904 COLLECTIONS CENTER DRIV CHICAGO, IL 60693-0149 005751 1476054 001-002-502000 Equipment Expense	3/22/2015	152.28		04/03/2015 POLICE COPIER CONTRACT			False	0
1476054 Total:		152.28						
CANON FINAN	CIAL SER	152.28						
CASCADE CONCRETE PRODUCTS,INC. P O BOX 1245 SCAPPOOSE, OR, 97056 005925 62027 010-304-653400 Storm drains	3/27/2015	107.50		4/03/2015 PROUT			False	0
CASCADE CONC	RETE P	107.50						
CENTURY LINK PO BOX 91155 SEATTLE, WA 98111-9255 S34002								
25B / 3/ 018-019-458000 Telecommunication Expense	17/2015	20.36	0.00 04	/03/2015 LEPHONE			False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO#	Close PO	Line #
025B 018-020-458000 Telecommunicati	3/17/2015 on Expense	20.35	0.00	04/03/2015 TELEPHONE	Activities	I	False	0
025B To	tal:	40.71						
369B 017-017-458000 Telephone Expens	3/17/2015 se	41.71	0.00	04/03/2015 TELEPHONE		F	false	0
369B Tot	al:	41.71						
CENTUR	Y LINK Total:	82.42						
CHAVES CONSULTING, INCCRMP. O. BOX 886 BAKER CITY, OR 9814 006630 50047 012-102-554000 Contractual/consult	4/1/2015	259.14		04/03/2015 OR-0486 MONTHLY USER FEE		F	alse	0
150047 Tot	tal:	259.14						
CHAVES C	CONSULTING,	259.14						
INTAS CORPORATION-463 D BOX 650838 ALLAS, TX 75265-0838 6830 3459252 18-019-470000 Building Expense	3/25/2015	43.26		4/03/2015 /ATERIALS		Fa	ulse	0
463459252	Fotal:	43.26						
84599252 8-020-470000 Building Expense	3/25/2015	43.27		4/03/2015 IATERIALS		Fa	ilse	0
4634599252	Total:	43.27						

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO# (Close PO Line #
	CINTAS CORPORATION	86.53		Description	Reference		
CITY OF COLUMBIA OP.O. BOX 189 COLUMBIA CITY,, OR 007370 ACCT 001754-000 017-017-459000 Utilitie	CITY - 97018 - 3/26/2015	80.99	0.00	04/03/2015 K ST RIGHT OF WAY		F	alse 0
ACCT 001754-001 017-417-459000 Utilitie	ACCT 001754-000 Total: 3/26/2015	80.99 69.07	0.00	04/03/2015 1215 FTH ST WTP		F	alse 0
	ACCT 001754-001 Total: CITY OF COLUMBIA CIT	150.06					
	3/25/2015	3,016.65 3,016.65		04/03/2015 BUILDING OFFICIAL SERVICES		F	alse 0
COLUMBIA COUNTY LADEVELOPMENT SVCS 230 STRAND STREET ST.HELENS, OR 97051 007584 FEBRUARY 2015 001-005-554000 Contracts	- COURTHO 3/24/2015	1,635.00		04/03/2015 NSPECTIONS		Fa	ilse 0

Invoice Number Account Number	Invoice Date	Amount	Quantii	y Payment Date Task Label Description	Type PO#	Close PO	Line
FEBRUAR	Y 2015 Total:	1,635.00					
COLUMBIA	A COUNTY LA	1,635.00					
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT P.O. BOX 534 COLUMBIA CITY, OR 97018 008280 18 012-101-490000 Professional development 18 001-100-490000 Professional development 18 Total: COLUMBIA COLUMBIA RIVER P.U.D. P. O. BOX 1193 ST. HELENS, OR, 97051	3/16/2015	16.00/ 16.00/ 32.00		04/03/2015 JON WALSH ANNUAL LUNCHEON 04/03/2015 SUSAN CONN ANNUAL LUNCHEON		False False	
008325 394331 011-011-453000 Street Lighting	3/23/2015	1,714.70	0.00	04/03/2015 STREET LIGHT REPAIRS		False	
1394331 Total 397502 011-011-453000 Street Lighting	3/30/2015	1,714.70 1,523.84	0.00	04/03/2015 STREET LIGHT REPAIRS		False	
1397502 Total: CCT 38633 018-019-534000 Electrical Energy	4/16/2015	1,523.84° 7,549.12		04/03/2015 STREET LIGHTING		False	
ACCT 38633 To	otal·	7,549.12					

Invoice Number Account Number	Invoice Date	Amount	Quantit	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line
C	OLUMBIA RIVER P.U.D	10,787.66							
COMCAST PO BOX 34744 SEATTLE, WA 98124-1744 COMCAST									
MARCH21 2015 / 001-002-458000 Telephone	3/21/2015 Expense	107.85	0.00	04/03/2015				False	
MARCH21 2015	3/21/2015	190.70	0.00	ACCT 0004669 04/03/2015				Tuise	
012-107-458000 Telecommu MARCH21 2015				ACCT 0004669				False	
001-004-500000 Computer M	3/21/2015 Maintenance	187.72	0.00	04/03/2015 ACCT 0004669				False	
MA	ARCH21 2015 Total:	486.27							
CO	MCAST Total:	486.27							
	2/28/2015 nts 579 Total:	214.38		04/03/2015 ACCT 22481				False	
01-104-493000 Legal notices	3/25/2015	119.76		04/03/2015 ACCT 22483				False	
1704	49 Total:	119.76							
0450 01-104-493000 Legal notices	5/28/2015	131.40		04/03/2015 ACCT 22483				False	
17045	50 Total:	131.40							
COUN	NTRY MEDIA INC. T	465.54							

Invoice Number Invoice Date	Amount	Quantity	Payment Date Task Label	Tr.			
Account Number			Description	Type Reference	PO #	Close PO	Line
DAHLGREN BUILDERS SUPPLY 58351 COLUMBIA RIVER HWY. P.O. BOX 1021 ST. HELENS, OR, 97051 009800 MARCH25 2015 001-002-470000 Building Expense MARCH25 2015 001-005-501000 Operating Materials & Supp MARCH25 2015 001-004-470000 Building Expense MARCH25 2015 018-019-501000 Operating Materials MARCH25 2015	239.46 245.86 10.40 22.99	0.00 0.00 0.00	04/03/2015 MATERIALS POLICE 04/03/2015 MATERIALS PARKS 04/03/2015 MATERIALS LIBRARY 04/03/2015 MATERIALS WWTP	,		False False False False	
018-019-501000 Operating Materials	23.00	0.00	04/03/2015 MATERIALS WWTP			False	
MARCH25 2015 Total:	541.71						
DAHLGREN BUILDERS	541.71						
DEQ, OREGON BUSINESS OFFICE B11 SW 6TH AVE PORTLAND,, OR 97204-1390 10137 ISRAF15-2036 3/23/2015 009-209-554100 Environmental review	700.15		04/03/2015 BOISE VENEER PLAN PROJECT 163815-0			False	
HSRAF15-2036 Total:	700.15						
DEQ, OREGON Total:	700.15						
NVIRONMENTAL RESOURCE ASSOC. EPT. CH 19753 ALATINE, IL 60055-9753 1470							
7060 3/20/2015	564.27	0.00 0	4/03/2015			False	(

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
018-019-501000 Operating Material 747060 018-020-501000 Operating Material	3/20/2015	564.27	0.00	MATERIALS 04/03/2015 MATERIALS	Acceptance		False	(
747060 To	tal:	1,128.54						
ENVIRON	MENTAL RESO	1,128.54						
FERGUSON ENTERPRISES, INC. #5 LOCKBOX 043090 M/S 90 PO BOX 4300 PORTLAND, OR 97208 011883 0449984 017-017-501000 Operating Materials	3/24/2015 & Sup.	262.39	0.00	04/03/2015 MATERIALS			False	(
	_	262.39						
PERGUSOR	N ENTERPRIS	262.39						
INKSINC MARKETING & COMMU 4000 NW 29TH AVENUE ANCOUVER, WA 98685 2206 3115-SH 08-008-449000 Tourism Director 3115-SH	4/2/2015 4/2/2015	3,300.00 ⁻ 2,000.00		04/03/2015 MONTHLY FEE APRIL 2015 TOURISM MARKETING 04/03/2015			False	0
08-008-558104 Events				04/03/2013 E2C CORP REIMBURSEMENT FOR APRIL 2015 INVO	OI:		False	C
033115-SH T	otal:	5,300.00						
FINKSINC M		5,300.00						

MILWAUKEE, WI 53201

016479

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Talk			\bigcirc	
Account Number		77	Camara	Description	Task Label	Type Reference	PO#	Close PO	Line #
12848844 001-002-458000 Telephone Expense	3/21/2015	391.61 -	0.00	04/03/2015				False	0
12848844 012-106-480000 Postage	3/21/2015	158.65	0.00	TELEPHONE 04/03/2015				False	0
12848844 012-107-458000 Telecommunication ex	3/21/2015	1,161.59	0.00	TELEPHONE 04/03/2015				False	0
12848844 001-004-458000 Telephone Expense	3/21/2015	274.43 ~	0.00	TELEPHONE 04/03/2015				False	0
12848844 017-017-458000 Telephone Expense	3/21/2015	48.49	0.00	TELEPHONE 04/03/2015 TELEPHONE				False	0
12848844 017-417-458000 Telephone expense 12848844	3/21/2015	517.80	0.00	04/03/2015 TELEPHONE				False	0
013-403-458000 Telecommunication exp 12848844		193.63	0.00	04/03/2015 TELEPHONE				False	0
-018-019-458000 Telecommunication Exp 12848844	3/21/2015 pense 3/21/2015	125.68		04/03/2015 TELEPHONE				False	0
018-020-458000 Telecommunication Exp 12848844	3/21/2015 pense 3/21/2015	125.68		04/03/2015 TELEPHONE				False	0
018-022-458000 Telecommunication ex	xpense	693.71~		04/03/2015 TELEPHONE				False	0
12848844 Total	:	3,691.27							
INTEGRA TEL	ECOM, IN	3,691.27							
LEAF PO BOX 644006 CINCINNATI, OH 45264-4006 018101									
5606914 012-107-502000 Equipment expense	4/25/2015	170.00		04/03/2015 CITY HALL COPIER				False	0
5606914 Total:		170.00							
LEAF Total:	_	170.00							

MASON, BRUCE, & GIRARD, INC.

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
NATURAL RESOURCE CONSULTAN 707 SW WASHINGTON SUITE 1300 PORTLAND, OR 97205-3035 019413 19808 017-517-546000 Forestry preservation 19808 Total:	3/16/2015	1,905.58	0.00	04/03/2015 MILTON CREEK FOREST INVENTORY PLANNING	Keterence		False	
MASON, BRU	CE, & GIR	1,905.58						
NORTHWEST NATURAL GAS P.O. BOX 6017 PORTLAND,, OR 97228-6017 021400 MARCH24 2015 017-017-459000 Utilities MARCH24 2015	3/24/2015 5 Total:	116.82		04/03/2015 ACCT 1242977-5 984 OREGON #M CLOSING BILL			False	,
NORTHWEST N	NATURAL	116.82						
OJEDA, DIEGO 3445 SW SYCAMORE ST.,APT D-20 CAPPOOSE, OR 97056 0.OJEDA MARCH 26 2015 001-000-324000 Planning Fees	3/26/2015	153.00		04/03/2015 PLANNING APP REFUND FEE			False	(
MARCH 26 2015	Total:	153.00						
OJEDA, DIEGO	—— Γotal:	153.00						
ACIFIC COAT PAINTING O. BOX 30165 ORTLAND, OR 97294 4158								

Navigate using Bookmarks or by clicking on an agenda item.

Invoice Number Account Number	Invoice Date	Amount	Quantity	y Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line#
APRIL2 2015 010-305-653555 Police Bldg rep	4/2/2015 pairs	4,394.00	0.00		PAINT THE POLICE STATI	ON		False	0
APRII	L2 2015 Total:	4,394.00							
PACIF	TIC COAT PAINTIN	4,394.00							
PARR LUMBER PO BOX 2690 PORTLAND, OR 97208-2690 025015 1222626 001-005-501000 Operating Mater	3/25/2015 rials & Supp	1,290.29	0.00	04/03/2015 MATERIALS				False	0
122262	6 Total:	1,290.29							
PARR I	LUMBER Total:	1,290.29							
PETTY CASH-JENNIFER JOHNS	SON								
018758 MARCH30 2015 001-100-473000 Miscellaneous	3/30/2015	13.45	0.00	04/03/2015				False	0
MARCH30 2015 001-103-473000 Miscellaneous	3/30/2015	11.25	0.00	LISA - COUNCIL SN 04/03/2015				False	0
MARCH30 2015 001-104-494000 Recording fees	3/30/2015	56.00	0.00	04/03/2015	FIED COPPIES COURT DO	CUMEN]		False	0
MARCH30 2015 012-102-524000 Special projects	3/30/2015	62.66	0.00	JENNY D - RECORD 04/03/2015				False	0
MARCH30 2015 012-102-524000 Special projects	3/30/2015	100.00		04/03/2015	TEE APPRECIATION DAY S	SNACKS		False	0
MARCH30 2015 012-101-473000 Miscellaneous	3/30/2015	16.00	0.00	EMPLOYEE OF THE 04/03/2015				False	0
MARCH30 2015 001-100-473000 Miscellaneous	3/30/2015	12.75	0.00	04/03/2015	OFF MEETING SNACKS			False	0
MARCH30 2015 001-002-473000 Miscellaneous Exp	3/30/2015 pense	29.18/	0.00	LISA- COUNCIL SNA 04/03/2015 LISA- SGT ASESSMI				False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
MARCH30 2015 001-000-354000 Misc Revenue	3/30/2015	17.25	0.00	04/03/2015			False	(
MARCH30 2015 013-402-457000 Office supplies	3/30/2015	6.87	0.00	TYLER MUIR - PUB RECORDS REFUND 04/03/2015				
MARCH30 2015 012-107-457000 Office supplies	3/30/2015	21.00	0.00	GREG- CALCULATOR BATTERY 04/03/2015			False	0
MARCH30 2015 012-106-473000 Miscellaneous	3/30/2015	9.87	0.00	- 3.57.2013			False	0
MARCH30	2015 Total:	356.28		JENN J - CASH DRAWER SHORTAGE. TO BRING BAC				
PETTY CAS	H-JENNIFER	356.28						
ITNEY BOWES O BOX 371896 ITTSBURGH, PA 15250-7896 25600 B1506 D12-106-502000 Equipment expense 331506 Total:		175.80 175.80		04/03/2015 INK CARTRIDGE			False	O
AN'S REFRIGERATION AIR CONDITIONING 4 S. 7TH STREET HELENS, OR 97051 1900 735 2-107-502000 Equipment expense 47735 Total: STAN'S REFRI	1/13/2015	95.00 95.00		4/03/2015 EITY HALL FREEZER REPAIR			False	0

Navigate using Bookmarks or by clicking on an agenda item.

Reference	Payment Date Task Label Description				Account Number	
False	04/03/2015 OFFICE SUPPLIES	0.00	337.51 337.51	3/21/2015 supplies		
NG LOGO	04/03/2015 FEE FOR DIGITIZING LOGO		50.00	3/28/2015		
E HOSTING	04/03/2015 MONTHLY WEBSITE HOSTING		300.00	4/1/2015 cess 3773 Total:	009-206-458100 PEG Access	
			300.00	TYPETHINK, LLC Total:	TYP	
E HOSTING False			300.00	TYPETHINK, LLC Total:	773 009-206-458100 PEG Access 3773	

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line#
8746631 001-005-501000 Operati		2,629.37	0.00	04/03/2015 MATERIALS				False	0
	8746631 Total: WILBUR-ELLIS CO. Tota	2,629.37							
	Report Total:	42,604.10	4.8.1	(h					

City of St. Helens

Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 15th day of April, 2015 are the following Council minutes:

2015

Work Session and Regular Session Minutes dated April 1, 2015

After Approval of Council Minutes:

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

City of St. Helens CITY COUNCIL

Work Session Minutes April 1, 2015

Members Present: Randy Peterson, Mayor

Doug Morten, Council President

Keith Locke, Councilor Susan Conn, Councilor Ginny Carlson, Councilor

Staff Present: John Walsh, City Administrator

Jon Ellis, Finance Director Kathy Payne, City Recorder Margaret Jeffries, Library Director

Terry Moss, Police Chief

Neal Sheppeard, Interim Public Works Co-Director Sue Nelson, Interim Public Works Co-Director

Jacob Graichen, City Planner Jenny Dimsho, Assistant Planner

Others: Mark Miller Amanda Frink Al Petersen

Several City employees in support of the employee length of service award

Mayor Randy Peterson called the meeting to order at 1:00 p.m.

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Visitor Comments

No comments received.

Employee Length of Service Award

We have one employee who has reached a HUGE milestone in his employment with the City of St. Helens. The following individual received a certificate and pin.

Neal Sheppeard was hired on March 4, 1985, as a Utility Worker I. In February 1987, he was promoted to Utility Worker II. Then he became the Water Systems Operator/Field Supervisor in 1994. In April of 1998, he was promoted to Public Works Supervisor. Since January of 2012, he has been serving as Interim Public Works Co-Director where he wears many hats including his Public Works Supervisor role.

Prior to being hired in 1985, Neal worked for the City from August 1975 to June of 1978. He was laid off due to City-wide downsizing.

Congratulations to Neal, and thank you for your close to a total of 33 years of service!

Oregon Water/Wastewater Agency Response Network (ORWARN)

Interim Public Works Co-Director Sheppeard requested permission to join ORWARN. It promotes statewide emergency preparedness, disaster response, and mutual assistance for public and private water/wastewater utilities. There is no fee involved. Tonight's agenda includes an agreement to join.

Right-of-Way Dedication of Tract A of the Green Tree Acres Subdivision

In October 2013 (2013 is not a typo), the County Assessor requested the City dedicate the above mentioned property as public right-of-way. This was a street plug for access control, which is no longer needed. Dedicating this is a form of "housekeeping."

Being related to past subdivision approvals, staff presented the issue to the Planning Commission at their March 2015 meeting and the Commission had no concerns and recommends the dedication.

There is some minimal recordation fees associated with recording the documents with the County Clerk.

Staff requests that at the regular meeting this evening, Council authorize the Mayor to sign the dedication deed.

Discussion of street vacations. City Planner Jacob Graichen will be consulting with legal counsel on whether they think street vacations should go before the Planning Commission for a recommendation before being reviewed by City Council.

Police Department Request for Building Needs

The exterior of the St. Helens Police Department was painted when the garage addition was built in 1989. Between eight and ten years ago the wood soffit that surrounds the office portion was re-painted. Other than some touch-up that occurred three or four years ago, there has not been any significant maintenance to the building's exterior. The result is some significant dry rot in the soffit along the southern exposure and delamination and dry rot in the plywood wall between the office and garage.

When the Police Department roof was recently replaced, a portion of that plywood wall was removed. This helped to facilitate the roof replacement and remove the rotted material. City crews recently replaced that plywood siding. City crews are now preparing to replace the rotted materials in the soffit.

Prepping the entire building for new paint, to include power washing and scraping the entire building is a task that current City staff is not prepared to do.

Three quotes from professional painting contractors were obtained. The lowest bid is \$8,788.

Chief Moss respectfully requests that the City Council consider a transfer of funds to the Police Department Building Expense line item to cover this expense.

Council was in concurrence.

Request to Change Administrative Assistant Title to Deputy City Recorder

Lisa Scholl has worked for the City since August of 2003. She began as the Planning Secretary and in November of 2010 she was promoted to Administrative Assistant where she became Kathy Payne's assistant in the City Recorder's Office.

Since becoming Administrative Assistant, Lisa has completed all the training/experience requirements to become designated as a Certified Municipal Clerk (CMC) through the International Institute of Municipal Clerks, and received her certification in August of 2014. The certification program is designed to enhance the job performance of City Recorder/Clerk staff in small and large municipalities. It prepares us to meet the challenges of the complex role the

City Recorder's Office plays in municipal government by providing us with quality educational programs in partnership with institutions of higher learning as well as State/Provincial/National associations.

Staff recommends that the job description for Administrative Assistant be amended to change the title to Deputy City Recorder and, in so doing, change Lisa's title to Deputy City Recorder, effective July 1, 2015.

Motion: Upon Locke's motion and Morten's second, the Council unanimously voted to change Lisa Scholl's job title from Administrative Assistant to Deputy City Recorder.

Department Reports

Police Chief Moss reported...

- The Sergeant Assessment was held last week. A top candidate was chosen from Nevada.
 Moss will meet with him on Friday to finalize the job offer and begin the background investigation.
- Written tests for the Police Officer positions were held last Saturday. He will review the results and begin scheduling interviews.

Interim Public Works Co-Director Nelson reported...

 Tonight's agenda includes two bid awards for overlay paving projects. Local contractor, TFT Construction, was low bidder on both.

Interim Public Works Co-Director Sheppeard reported...

- Two water line crossings are being repaired on St. Helens Street prior to the paving project.
- Will be advertising for one Summer Labor position soon. That person will start early to help with the parks mowing.

Library Director Jeffries reported...

- Flyers were distributed to the Council advertising upcoming events.
- A Book Art Program will be held on Wednesday, April 8 at 7 p.m. The presentation features the repurposing of old books.
- The Friends of the Library book sale will be held on April 10 and 11. The St. Helens Garden Club will be selling plants on the steps during that time as well.
- National Library Week is the following week.
- The next Conversation Project: "What is Education for?" will be held on Thursday, April 23 at 7 p.m.
- The Ukulele group continues to meet on Saturdays.
- Another Mah Jongg class will begin April 30 and continue through May 28.
- The Oregon Coast Children's theater is in its 25th year. They received a grant to hold arts workshops at libraries. Two workshops will be held in April.

Finance Director Ellis reported...

- He finished reviewing all of the RFP responses for the utility billing program. Bids came in lower than he had proposed in the budget. He hopes to have a contract to the Council for approval at the next meeting. Metro in Portland had the lowest bid.
- He plans to review draft amendments for nuisance abatement at the next meeting.

City Recorder Payne reported...

Reminded everyone that the Volunteer Appreciation Reception for our City boards and committee members is scheduled for Thursday, April 23 at 5:30 p.m. Please mark your calendars and RSVP to me by April 17.

- The next City/County Quarterly Dinner is scheduled for Tuesday, May 26 at 6 p.m. Again, please mark your calendars and RSVP to me by May 19.
- Crystal asked that I remind the Council that she needs your Gazette articles as soon as possible.

City Administrator Walsh reported...

- The Budget Committee meeting went really well last night.
- The City received the EPA Brownfields grant for \$200,000 to do planning.
- The Planning Department is helping Chief Moss apply for a mental health needs grant.
- There has been an ongoing issue of vacant homes and the need for code enforcement. He is working with Judge Phillips to amend the code to protect the City and neighboring property owners. A couple resources are House Bill 2662 Vacant Building Registry and the International Property Maintenance Code.

Council Reports

Mayor Peterson reported...

■ Update: He and Council President Morten have been attending the meetings for the reorganization of groups such as SHEDCO, Tourism Committee, the Chamber and the Community Foundation. They are getting close to an agreement. The proposal is that the Chamber will be the umbrella organization. The Community Foundation will oversee events and work with the Chamber. SHEDCO will remain with the Main Street Program and also work with the Chamber. The Chamber will continue to operate their business services and open a full-time visitor center. We will continue to fund the Main Street Program Coordinator position through the RARE program, which is about \$23,000 per year. We proposed to use about \$40,000 of motel/hotel tax revenue towards the project. We would also continue to fund the insurance annually at about \$5,000 per year. The remaining amount would go into reserves to build a conference center or whatever is decided. The group has a good grasp of what it takes to organize events and intends to scale back on the number. They want to focus on quality rather than quantity.

Councilor Conn expressed appreciation with the collaboration of groups.

Council President Morten expressed one of the most important issues is to put those groups under one roof. That would enable collaboration. They are trying to focus on the local population instead of spending so much money to draw people from Portland here. It makes sense to us to reel it in and go back to basics.

Sheppeard asked if the same group will coordinate all the events or if it will vary depending on event. Mayor Peterson said the proposal includes one event coordinator.

Councilor Locke thinks it's a good plan and hopes it works.

Councilor Carlson had heard there would be a board representing each of the organizations. Is that still the plan? Mayor Peterson confirmed there would be. They're working out the details.

Payne asked what will happen to the Tourism Committee. Mayor Peterson said they still need to discuss that. At some point, they will have the Tourism Committee give input.

Councilor Conn reported...

 In addition to the Friends of the Library book sale on April 10, the annual Empty Bowls event is also that evening. Tickets are \$10. Proceeds benefit the Columbia Pacific Food Bank.

Council President Morten reported...

• We have been working diligently to acquire the Boise Veneer property. In preparation for that, the Council has attended several workshops. Most of us have been involved with the RDI or Ford Foundation Leadership programs. Now is the time for the Council to establish a mission for that waterfront development and establish our goals and core values. He would like to see a plan on paper. We need to work diligently to move forward as a team. He is proposing to invite the consultant here for a session.

Discussion. Mayor Peterson suggested waiting for a recommendation from the planning group reviewing it now. Walsh that they are at the beginning of a series of meetings. They plan to conclude them with an open house held at the waterfront. Morten requested whoever is attending the meetings to report back to Council after each meeting. He suggested inviting Maul Foster to a Council meeting to answer questions. Walsh will organize a meeting.

Councilor Carlson reported...

- Flyers have been distributed for the SHEDCO clean-up day on April 18. Volunteers will be working on clean-up projects the week prior. She is excited to see the collaboration.
- Ford Leadership is recruiting for a fall class. It is very beneficial to have a government representative participate.

Councilor Locke reported...

- He suggested to the Kiwanis Parade Committee that the parade end on the Boise Veneer property. It would solve a lot of the traffic problems. Walsh will work with Boise on an agreement and insurance, in case they don't have the property by then.
- Youth Council attendance was way up again. He found out that students are attending to fulfill their class requirement. Council President Morten helped him brainstorm incentives for students to attend. Instead of class credit, we could issue a certificate as government credit. Then they have that to add to their resume and college application. Council concurred.
- He plans to hold weekly Youth Council meetings in April. This is a trial run and is hoping to have Council step in when he's unable to attend if it goes long term. Youth Council has also mentioned that they would like to see more of the Council attend these meetings as well.
- He and Morten met with Tory Hughes about new phone system technology. This may be something to look at since we need to replace our phone systems. Tory will report back with more information.
- He received an email from Chuck Daughtry about the golf tournament on May 5.

Executive Session ORS 192.660(2)(e) Real Property Transactions No executive session needed.

Other Business

No other business.

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There being no further business, the meeting was a	adjourned at 2:00 p.m.
ATTEST:	
Kathy Payne, City Recorder	Randy Peterson, Mayor

City of St. Helens CITY COUNCIL

Regular Session Minutes

April 1, 2015

Members Present: Randy Peterson, Mayor

Doug Morten, Council President

Keith Locke, Councilor Susan Conn, Councilor Ginny Carlson, Councilor

Staff Present: John Walsh, City Administrator

Jon Ellis, Finance Director Kathy Payne, City Recorder Margaret Jeffries, Library Director

Terry Moss, Police Chief

Neal Sheppeard, Interim Public Works Co-Director Sue Nelson, Interim Public Works Co-Director

Others: Emily Braman Al Petersen Joe Mauck Silken Taylor

♦

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

<u>Pledge of Allegiance</u> – Mayor Peterson

Proclamations

- A. Autism Awareness Month (April) & World Autism Awareness Day April 2, 2015
- B. National Public Safety Telecommunicators Week April 12-18, 2015
- C. National Library Week April 12-18, 2015
- D. National Volunteer Week April 12-18, 2015

Mayor Peterson read each proclamation, a copy of which is included in the archive packet for this meeting available at City Hall.

<u>Invitation to Citizens for Public Comment</u>

- •Emily Braman. She is a citizen of St. Helens and used to serve on the Library Board. She thanked the Council for the Autism Awareness Month (April) & World Autism Awareness Day Proclamation. Currently, one in 68 kids are diagnosed with autism. For boys, it's one in 42. She is the mom of a child with a disability. She sees how autism and other disabilities affect families on a daily basis. She works for an agency called F.A.C.T., which supports families in the area. They want families to know that having a child with a disability does not limit the kind of fun you can have. We have scheduled coffee with parents and a pool party at Eisenschmidt. It's important to have a community that welcomes all disabilities.
- •<u>Al Petersen</u>. He sent the Council an email about trash. At the latest SHEDCO meeting they had a significant discussion about trash. He strongly recommends the City provide a trash can at the corner of 9th Street and Columbia Blvd., next to the art bench. That area is known to accumulate trash, based on the close proximity to the school. Related to that, he read the report on the street sweeper purchase. He suggests purchasing an alternate trash collecting street sweeper. A street sweeper seems to come down his street on a weekly basis. However,

this is not the season leaves. The report said that leaves are clogging up the street sweeper. That cannot be the case at this time. The agenda also includes street overlay projects. He hopes that includes a plan for street trees.

He was unable to attend last night's Budget Committee meeting. He reviewed the packet. It appears that staff is recommending elimination of the funds for the Main Street Coordinator and to use the funds for planning stuff instead. Mayor Peterson said there is no plan to eliminate the Main Street Coordinator position. Al re-emphasized that he is opposed to the elimination.

Hearing - Redetermination of Grass/Weed Abatement Issue at 215 S. 18th Street

Finance Director Ellis explained the weed abatement process. The property has sold since weed abatement letters were issued. The seller did not disclose the issue with the buyer. The lien process had not been initiated before the property sold. The new owner, Joseph Mauck, is understandably upset about it now.

Council President Morten asked when the owner was notified. Ellis said the first letter was sent in June. The abatement was done August 11. The property sold October 14.

•<u>Joe Mauck</u>. There were 65 days between the time City was invoiced and paid for the abatement until the owner was billed. That was two months that the City did not do anything. If they had acted on it sooner, it would have been handled before it was sold.

Ellis agreed that was a good point. Unfortunately, with a shortage of staff and following the Code, it was delayed. They are amending the Code to move the process along quicker.

Joe said the Code allows the Council to determine the amount. It does not have to reflect the actual bill. He is paying for someone else's negligence.

Mayor Peterson understands that the lien is attached to the property. In this situation or a similar situation, he does not think we should go after the new owner. It is the responsibility of the person who made the mess. He recommends that we forgive the amount to Mr. Mauck and chalk it up as the cost of doing business. If we have the ability to attach the lien quicker, then that would help. We have Codes to follow and it takes time. We should not penalize the new owner.

Councilor Locke and Councilor Carlson both agreed.

Ellis pointed out that this does set a precedence. In the future, this process is planned to be used on the sewer laterals project. Mayor Peterson believes we have time to set up a lien process for those instances.

Motion: Upon Conn's motion and Locke's second, the Council unanimously forgave the debt on this instance, and pointing out that it does not set a precedence for the future.

Joe thanked the Council.

Ordinances – Final Readings

A. **Ordinance No. 3182:** An Ordinance Vacating a Portion of the South 4th Street (Winter Street) Right of Way

Mayor Peterson read Ordinance No. 3182 by title for the final time. **Motion:** Upon Locke's motion and Conn's second, the Council unanimously adopted Ordinance No. 3182. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

Resolutions

A. **Resolution No. 1695:** A Resolution to Amend Resolution No. 1454, the Business License Fee Schedule, Regarding the Late Renewal Fee

Mayor Peterson read Resolution No. 1695 by title. **Motion:** Upon Locke's motion and Carlson's second, the Council unanimously adopted Resolution No. 1695. [Ayes: Locke, Carlson, Conn, Morten, Peterson; Nays: None]

Award Bid for Eisenschmidt Lane Sidewalk Construction and AC Overlay Project

Eisenschmidt Lane is a short roadway located approximately 550 feet south of Columbia Boulevard off of S. 12th Street. The roadway is only 280 feet long but is the primary access to Civic Pride Park and Eisenschmidt Pool, and is also used as the main egress route for school busses and parents dropping off students at the adjacent Lewis & Clark Elementary School. Many students walk along the north side of the road where there is a paved pathway separated from the vehicle lanes by a broken and disjointed curb line. In addition to the sub-standard walkway, the roadway pavement is showing extreme distress and is developing a small sink hole. This project will replace the paved walkway with a new 6-ft wide sidewalk and repave the width of Eisenschmidt Lane.

Plans and specifications were released for bids on March 10, 2015. Complete submitted bids were opened publically at 2 p.m. on March 31, 2015 with the following verified results:

FIRM	LOCATION	BID
TFT Construction, Inc.	Scappoose, OR	\$48,912.50
Brix Paving Northwest, Inc.	Tualatin, OR 97056	\$80,565.73

The pre-bid estimate range was \$44,000 to \$48,000. The project is identified in the current 2014/2015 Budget as the Eisenschmidt Sidewalk/Overlay project.

Recommendation:

Award the contract for the Eisenschmidt Lane Sidewalk Construction and AC Overlay Project, R-623 to TFT Construction, Inc. as the lowest responsive bidder and authorize the Mayor to execute a Construction Contract for the Eisenschmidt Lane Sidewalk Construction and AC Overlay Project, R-623. Contract will be at the rate prescribed in that firm's submitted bid, plus standard contingency.

Motion: Upon Conn's motion and Carlson's second, the Council unanimously awarded the contract for the Eisenschmidt Lane Sidewalk Construction and AC Overlay Project, R-623, to TFT Construction, Inc.

Award Bid for St. Helens Street AC Overlay Project, 13th Street to Milton Way Background:

St. Helens Street between N. 13th Street and Milton Way is classified by the Transportation System Plan as a Minor Arterial and is the primary route from the business district and the Riverfront District to Highway 30. It has not received any major maintenance for approximately 20 years, when a crack sealing project was performed to prolong the surface of the roadway. The road has been showing signs of distress and is in need of pavement preservation measures. An asphalt overlay project was initially put into development in 2013 but was put on hold while other utility maintenance could be completed so the new asphalt will not need to be disturbed once the overlay is completed. Those repairs and upgrades are now complete and the plans and specifications for the St. Helens Street AC Overlay Project have been finalized.

The project was released for bids on March 10, 2015. Complete submitted bids were opened

publically at 2:15 p.m. on March 31, 2015 with the following verified results:

FIRM	LOCATION	BID
TFT Construction, Inc.	Scappoose, OR	\$190,978.00
S-2 Contractors, Inc.	Aurora, OR	\$219,706.50
Lakeside Industries, Inc.	Portland, OR	\$219,761.00
Brix Paving Northwest, Inc.	Tualatin, OR	\$227,792.82
Hoss Paving, Inc.	North Plains, OR	\$243,172.00

The pre-bid estimate range was \$185,000 to \$205,000. The project is identified in the current 2014/2015 Budget as the St. Helens Street Overlay project.

Recommendation:

Award the contract for the St. Helens Street AC Overlay Project, 13th Street to Milton Way, R-622 to TFT Construction, Inc. as the lowest responsive bidder and authorize the Mayor to execute a Construction Contract for the St. Helens Street AC Overlay Project, 13th Street to Milton Way, R-622. Contract will be at the rate prescribed in that firm's submitted bid, plus standard contingency.

Motion: Upon Conn's motion and Locke's second, the Council unanimously awarded the contract for the St. Helens Street AC Overlay Project, 13th Street to Milton Way, R-622, to TFT Construction, Inc.

Award Bid for Purchase of Street Sweeper Background:

Among the many vital services provided by the Public Works Department is street sweeping. Although some may think of this process as non-essential and for beautification only, the reality is that without this service the City's storm drain system would quickly become overwhelmed with trash, debris, and leaves, and would cease to function. The result would be a far larger degree of flooding in neighborhoods throughout the City and much higher costs associated with cleaning and maintaining the storm system. The department's one street sweeper has been in service for six years and has been utilized on a near-daily basis. The replacement of the sweeper is included in the approved 2014/2015 Budget for \$275,000.

State contracting law allows utilization of a cooperative procurement process for obtaining competitive bids to streamline the purchasing process and save costs. Competitive bids for the required equipment were received by the National Joint Powers Alliance (NJPA) through Enviro-Clean Equipment, from Gresham, Oregon. The low bid was provided by Atlantic Machinery Inc. at a total amount of \$216,542.00, less the trade-in for the existing sweeper of \$40,000.00. The total of the new sweeper purchase nets to \$176,542.00. Legal counsel has reviewed the bidding and purchasing process utilized by NJPA and determined that it satisfies all state and local requirements.

Recommendation:

Council award bid for the street sweeper purchase to Enviro-Clean Equipment Inc. through the NJPA purchasing program in the amount of \$176,542.00.

Councilor Locke asked if natural gas sweepers were looked at. Interim Public Works Co-Director Sue Nelson said they did look at those. When doing a comparison, the extra cost to purchase natural gas plus the extra maintenance was not worth the cost difference.

Motion: Upon Locke's motion and Conn's second, the Council unanimously awarded the bid

for the street sweeper purchase to Enviro-Clean Equipment Inc. through the NJPA purchasing program in the amount of \$176,542.00.

Approve and/or Authorize for Signature

- A. Right-of-Way Dedication Deed for Tract A of Green Tree Acres Subdivision
- B. Mutual Aid and Assistance Agreement for the Provision of Emergency Services Related to Water and Wastewater Utilities (Oregon Water/Wastewater Agency Response Network ORWARN)
- C. Contract Payments

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

Appointments to City Boards/Commissions

No appointments.

Consent Agenda for Acceptance

- A. Arts & Cultural Commission Minutes dated February 5, 2015
- B. Accounts Payable Bill List

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

Consent Agenda for Approval

- A. Council Work Session and Regular Session Minutes dated March 18, 2015
- B. OLCC License
- C. Accounts Payable Bill List

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

Council Reports

Mayor Peterson reported...

He asked Ellis if the lien for 215 S. 18th Street has already been attached to the property? Ellis said it has not yet.

Councilor Conn reported...

Nothing to report.

Council President Morten reported...

 He apologized to Walsh for his misunderstanding of the citizen's group. He thought it was finished.

Councilor Carlson reported...

- Thanked Emily for speaking tonight. They are working together on grant opportunities for play equipment for the disabled.
- Tomorrow is World Autism Day. The campaign is "Light it Up Blue." Wear something blue.

Councilor Locke reported...

• We have talked about trash cans several times in the past. We just determined recently that we would get rid of some because they were being abused and was costly. He would love to have trash cans all over but some people still throw stuff on the ground even if there's a can right next to them.

Councilor Morten asked for input from Nelson about trash can abuse. Nelson explained that it is a problem with existing cans. Crews recently found about 40 pounds of dirty cat litter in one

of the Campbell Park cans. Now they have to find a way to pull it out without the bag breaking. They often find household garbage in the cans. People don't always use the cans even if they're right next to it.

Councilor Locke is also disgusted by the dog waste that is left on the ground even when people are within walking distance of waste bags.

Councilor Carlson expressed frustration that we have benches but not a garbage can near them. Other cities manage to clean garbage off the sides of the road but we can't seem to. She suggested street sweeping every other week and clean-up garbage on the opposite week.

Mayor Peterson would like staff to investigate costs to add garbage cans.

 Commended Moss and his staff for all of the work they have done over the last couple weeks. It is very appreciated.

Department Reports

Police Chief Moss reported...

• The folks at our Columbia 911 dispatch center are undervalued and underappreciated. His staff certainly appreciates the work they do. The proclamation is very nice.

Interim Public Works Co-Director Nelson reported...

She requested a motion to declare the old street sweeper surplus.

Motion: Upon Locke's motion and Conn's second, the Council unanimously declared the old street sweeper as surplus.

Library Director Jeffries reported...

Nothing to report.

Finance Director Ellis reported.

 Al spoke of the additional fund request for Planning. He will send an update to the Budget Committee retracting that.

City Recorder Payne reported...

Nothing to report.

City Administrator Walsh reported...

Nothing to report.

<u>Adj</u>	<u>ourn</u> -	There	being	no further	business,	the meeting	adj	ourned	at 7:53	p.m.
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Randy Peterson, Mayor	
	Randy Peterson, Mayor



265 Strand Street • P.O. Box 278 • St. Helens, Oregon 97051
Phone: (503)397-6272 • Fax: (503)397-4016
www.ci.st-helens.or.us

Exclusive Use Permit

Group/Organization Name St.	Helens Little Le	eague		Phone		
Authorized Agent Name Brya	n Hutton			Phone	503-438-0507	
Address PO Box 331			City, State	e, Zip	St. Helens OR	97051
Mailing Address (if different) _						
Park/Field 6 th & 7 th St. Fields	& McCormick S	occer Field				
Activity Description Baseball						
Term (Dates) April 4, 2015 to	June 27, 2015					
Tuesday Wednesd Thursday Friday_ Saturday	4pm - 8r 4pm - 8r day 4pm - 8r 4pm - 8r 4pm - 8r 8am - 8r	om pm om om				
		UTHORIZA	TION —			
Proof of Insurance Received Commercial Use Authorized Parks Commission Approv City Council Approved Notes Mc Coconick Commission Ne	Meeting Date Meeting Date	Denied_ Dad	Me	eeting Date eting Date		
Approved U	1			3-	-30-15	
City of St. Helen	s Official			D	ate Signed	
This permit may be rev noncompliance with the of this permit or for th	Agreements &	Conditions (a	ittached) and R	ules & F	Regulations (a	attached)
		Fee Sched	lule			- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
Fee Type	N +10.00		m mat Apply	70	THE RESERVE AND DESCRIPTION OF THE PERSON NAMED IN	+2400.00
Athletic Fields (not more than 2 weeks		per day x <u>3</u>		73	_ days	\$2190.00
Use of Field Lights (Add'1)	\$10.00	per day x	fields x	MOHN	_ days	+2400.00
						\$2190.00
Amount Paid <u>\$ 2190.00</u>	Date Paid 3-	-3-15	Receipt No1	102508	Initial	s SLI

Exclusive Use Application

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



Athletic Fields

Please complete this application for periods of exclusive use over two weeks.



SECTION 1 Applicant Information	0 0
Group/Organization Name St HELENS LITTLE LEAGUE Phon Authorized Agent Name Bryan Hotton Phon Address PO Box 331 City, State, Zip 54	e <u>59-439-050</u> 7
Mailing Address (if different)	
SECTION 2 Permit Information Park/Field Land Temperature Soccer, Field Activity Description (i.e. softball, soccer, etc.) BASE BAIL Dates APRILL 2015 to JUNE 27 2015 Days/Hours of Use: Monday 4 pm - 8 pm Tuesday 4 pm - 8 pm Wednesday 4 pm - 8 pm Thursday 4 pm - 8 pm Friday 4 pm - 8 pm Saturday 9 Am - 8 pm Sunday 9 No Pm Sunday 9 No Pm Sunday 9 No Pyes If "yes", describe	FOR OFFICE USE Application date 3-3-15 ☐ Insurance ☐ Summary Report ☐ Fee paid Receipt # 102508 ☐ Calendar ☐ Parks → ☐ Council Approval dates ☐ Parks ☐ Council ☐ Permit issued
Will you require use of the concessions stand? ☐ No ☐ Yes Other Comments/Information	
DECLARATION	
By signing this application, you declare that you have read and agree to the atta Conditions' and "Rules and Regulations" for use of City-owned properties including public Signature of Authorized Agent Date signed	
FEE SCHEDULE	
ATHLETIC FIELDS = \$10 PER FIELD, PER DAY USE OF FIELD LIGHTS, additional = Athletic Fields	= \$ Z190 ⁻ = \$

11/21/2014 EU Application 2

City of St. Helens Annual Summary Report

Exclusive Use Permit Financial Activities for _	2014
Organization name St. HELENS LITTLE LEAGUE	Year
Authorized agent BRYAN HUHLON	
Contact #503/ 438-0507	
Fields/Facilities used 6th 7th Street, McCorv	ucle (Than FIEIDS
Fields/Facilities used 6 7 7 14 14 14 15 16 16 16 16 16 16 16 16 16 16 16 16 16	LICK (IDAIL) FIEIDS
Dates of usage MARCH ZOIY to MAY ZOIY	
Concession Stand gross sales	\$
Concession Stand expenditures	0
Concession Stand net receipts	0
Permit Holder park improvement expenditures*	0
Permit Holder maintenance activities expenditures**	9500
Permit Holder use fees (City)	\$1260-
Permit Holder lighting fees	0
Other	0
*Permit Holder park improvements (please describe):	
**Permit Holder maintenance activities expenditures (please describe):	ens Surface
TOTAL EXPENDITURES	\$ \$1760-
TOTAL INCOME	\$
TOTAL AMOUNT FORWARD TO NEXT SEASON	\$

Please return this form to the City of St. Helens with your application for and Exclusive Use Permit.

11/21/2014 EU Application 6

CERTIFICATE OF LIABILITY	- BATE	1/27/15		
Keystone Risk Managers, LLC			CERTIFICATE	4370102-1
1995 Point Township Drive Northumberland, PA 17867		i.		4 37 01
ADDITIONAL NAMED INSURED:			INSURERS AF	FORDING COVERAGE:
SAINT HELENS LL BRYAN HUTTON			INSURER A:	LEXINGTON INSURANCE COMPANY
35101 BURT RD ST HELENS	OR 97051			NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
a composition from the first section of the section			INSURER C:	CHARTIS SPECIALTY INSURANCE COMPANY

COVERAGES

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

INSR	ADD'L INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YYYY	POLICY EXPIRATION DATE MM/DD/YYYY		LIMITS
j			GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
A	X	X	OCCURRENCE	011225810	1/01/2015	1/01/2016	GENERAL AGGREGATE	\$2,000,000
H		X	INCL. PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		x	SEXUAL ABUSE			SEXUAL ABUSE OCCURRENCE	\$1,000.000	
		^	CEXCAEABOOL				SEXUAL ABUSE AGGREGATE	\$2,000,000
i i			MEDICAL PAYMENTS			ANY ONE PERSON		
9			DIDECTORS & CELICERS					\$1,000,000
	X		DIRECTORS & OFFICERS	17602157	1/01/2015	1/01/2016	AGGREGATE	\$1,000,000
A	×	·	CRIME COVERAGE	011408714	1/01/2015	1/01/2016	EACH LOSS	\$35,000
Ser Ser			OTHINE GOVERNAL	Crime Deductible: \$250	Property/\$1,000 Mone	AGGREGATE	NONE	
В	X	5	SPORTS EXCESS ACCIDENT	SRG9105434	1/01/2015	1/01/2016	As in Master Policy Med. Max. \$100,000 Ded. \$50	As in Master Policy Excess

"X" INDICATES COVERAGE SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule unless performed by the above named Little League and

2. That part of the ball field or other premises not being used by the above named Little League

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

.. ST HELENS SCHOOL DISTRICT 2. MOOSE LODGE #591 OF WARREN 3. CITY OF ST HELENS 4. COLUMBIA COUNTY FAIRGROUNDS 5. ALPENROSE DAIRY 6. GRACE BAPTIST CHURCH 7. COLUMBIA RIVER PEOPLE'S UTILITY DISTRICT

INSURED CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES TO THE ABOVE NAMED LITTLE LEAGUE BE CANCEL EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS W TO THE DESIGNATED PERSON OR ORGANIZATION AT THEIR LASS KNOWN ADDRESS TO US.	
Little League Baseball Risk Purchasing Group, Inc. EXPIRATION DATE THEREOF, THE ISSUING INSURER OR THEIR REPRESENTATIVE WILL MAIL 30 DAYS V	
South Williamsport, PA 17702	
AUTHORIZED REPRESENTATIVE	



265 Strand Street • P.O. Box 278 • St. Helens, Oregon 97051
Phone: (503)397-6272 • Fax: (503)397-4016
www.ci.st-helens.or.us

Exclusive Use Permit

Group/Organization Name St. He	elens Coed Softball	F	Phone 503-36	9-2828
Authorized Agent Name Karee	Steinhauser	F	Phone 503-36	9-2828
Address 2034 Columbia Blvd. #		City, State	, Zip St. Hele	ens OR 97051
Mailing Address (if different)				
• Training Address (if difference)				
Park/Field McCormick Park fields	1 & 2			
Activity Description Softball				
Term (Dates) April 20, 2015 to C	October 18, 2015			
Wednesday	2pm – 10pm / 2pm – 10pm			
	2pm – 10pm 2pm – 10pm			
Saturday _	8am - 10pm			
Sunday	8am – 10pm			
	AUTHORI	ZATION		
Proof of Insurance Received Commercial Use Authorized Parks Commission Approved City Council Approved Approved Notes Will pay for light usage a	Meeting Date Meeting Date Denier	d	eting Date eting Date	
Approved 1			3-30	
City of St. Helens (Official		Date Sig	ned
This permit may be revoked noncompliance with the Age of this permit or for the	reements & Conditions	(attached) and R	ules & Regulat	tions (attached)
	Fee Sch	the state of the s		
Fee Type		All That Apply	101	Amount Due
Athletic Fields (not more than 2 weeks)	\$10.00 per day x			\$3620.00
Use of Field Lights (Add'I)	\$10.00 per day x			#2620.00
		TOTAL A	MOUNT DUE:	\$3620.00

Receipt No. 102509

Initials____

Amount Paid <u>\$ 3620.00</u> Date Paid <u>3-13-15</u>

Exclusive Use Application

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



Athletic Fields

Please complete this application for periods of exclusive use over two weeks.



SECTION 1 Applicant I	<u>nformation</u>		
Authorized Agent Name	St Helens (old Karee Steinhauser Inbia Blud PMB 174 t) Jeme		Phone 503-369-2828
Activity Description (i.e. soft Dates April 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	tball, soccer, etc.) Softball frel tball, soccer, etc.) to Oct	o Yes hot dogs d Yes	Summary Report The paid Receipt # _ LOOSOO Calendar Parks → □ Council Approval dates □ Parks □ Council □ Permit issued □ Permit issued □ Council
	DECLARATIO	V	
	you declare that you have read gulations" for use of City-owned p		
	FEE SCHEDUL	lE	
ATHLETIC FIELDS = \$10 PER			onal = \$10 PER FIELD, PER DAY
Athletic Fields	☑ \$10.00 per day X	fields X 84	_days = \$ 3(02) =
Use of field lights (add'l fee)	□ \$10.00 per day X	_ fields X	_days = \$
		TOTAL AMO	UNT DUE \$ 3620°

City of St. Helens Annual Summary Report

Exclusive Use Permit Financial Activities	s for <u>2015</u>
Organization name St. Hevens Coed Softball	Year
-	
Authorized agent Kavel Steinhauser	
Contact # 503 · 369 · 2828	
Fields/Facilities used McCormitue	3.1.1
Dates of usage April 2014 to Oct 20	19
Concession Stand gross sales	\$ 7000 ^{co}
Concession Stand expenditures	5500 00
Concession Stand net receipts	1500 w
Permit Holder park improvement expenditures*	
Permit Holder maintenance activities expenditures**	1000 00
Permit Holder use fees (City)	1900 °
Permit Holder lighting fees	
Other	
*Permit Holder park improvements (please describe):	
**Permit Holder maintenance activities expenditures (please desc	ribal. Chalk turface.
INAL D tractor to fill dust onto	Freids Dellate Av
chang fields, paint for backstops,	refrigerator for concession
TOTAL EXPENDITURES	\$ 1000 00
TOTAL INCOME	\$ 1500 W
TOTAL AMOUNT FORWARD TO NEXT SEASON	\$ 500 0

Please return this form to the City of St. Helens with your application for and Exclusive Use Permit.

11/21/2014 EU Application 6

City of St. Helens Declare Surplus Property City Council Meeting April 15, 2015

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

Administration – UB

- 1- Typewriter
- 6- Misc. Plastic file holders

Declare Surplus Property City Council Meeting April 15, 2015

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

All Departments

AV Room:

Audio Recording System Lanier

Upstairs Conference Room:

Copier Canon NP 6221
Copier Plan Size Xerox
Filing Cabinet Lateral Yellow
Keyboard
Mouse (2)
Printer HP DeskJet 825c
Sharp Calculator
Dry Erase Calendar
GE Mini Cassette Recorder
Office Desk Chairs (3)

Engineering Storage in Vagt Building:

Office Desk Chairs (3)

Declare Surplus Property City Council Meeting April 15, 2015

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

All Departments

- 8 Monitors
- 14 Computers
- 2 Servers
- 8 Printers
- 14 Keyboards

Assorted cables

Assorted mice

- 1 2-line telephone
- 1 Fax machine
- 1 Switch
- 1 Typewriter

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

City of St. Helens Declare Surplus Property City Council Meeting April 15, 2015

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

Library

See attached.

Brother DCP MFC 7040 Calculator/adding machine Contact paper 1 roll fake wood grain looks unopened DAT 72 Cleaning tape –still shrink wrapped DAT 72 tape –still shrink wrapped Desktop fan—clip on style Faux security camera model SC2000 looks new Fellows document stand HP ADF scanner H-style rubber bands—some new and some used—outdated mending [abra remote handset lifter GN 1000RHL part 01-0369—appears new [akewood space heater, electric]		
Brother DCP MFC 7040 Calculator/adding machine Contact paper 1 roll fake wood grain looks unopened DAT 72 Cleaning tape –still shrink wrapped DAT 72 tape –still shrink wrapped Desktop fan—clip on style Faux security camera model SC2000 looks new Fellows document stand HP ADF scanner H-style rubber bands—some new and some used—outdated mending [abra remote handset lifter GN 1000RHL part 01-0369—appears new [akewood space heater, electric]	1 /1	1
Calculator/adding machine Contact paper 1 roll fake wood grain looks unopened DAT 72 Cleaning tape –still shrink wrapped DAT 72 tape –still shrink wrapped Desktop fan—clip on style Faux security camera model SC2000 looks new Fellows document stand HP ADF scanner H-style rubber bands—some new and some used—outdated mending Estimat 15 Tabra remote handset lifter GN 1000RHL part 01-0369—appears new Lakewood space heater, electric	Book binding vise	1
Contact paper 1 roll fake wood grain looks unopened DAT 72 Cleaning tape –still shrink wrapped DAT 72 tape –still shrink wrapped Desktop fan—clip on style Faux security camera model SC2000 looks new Fellows document stand HP ADF scanner H-style rubber bands—some new and some used—outdated mending [abra remote handset lifter GN 1000RHL part 01-0369—appears new [Lakewood space heater, electric]	Brother DCP MFC 7040	2
DAT 72 Cleaning tape –still shrink wrapped DAT 72 tape –still shrink wrapped Desktop fan—clip on style Faux security camera model SC2000 looks new Fellows document stand HP ADF scanner H-style rubber bands—some new and some used—outdated mending Estimat 15 Iabra remote handset lifter GN 1000RHL part 01-0369—appears new Lakewood space heater, electric	Calculator/adding machine	1
DAT 72 tape –still shrink wrapped Desktop fan—clip on style Faux security camera model SC2000 looks new Fellows document stand HP ADF scanner H-style rubber bands—some new and some used—outdated mending Estimat 15 Jabra remote handset lifter GN 1000RHL part 01-0369—appears new Lakewood space heater, electric	Contact paper 1 roll fake wood grain looks unopened	1
Desktop fan—clip on style Faux security camera model SC2000 looks new Fellows document stand HP ADF scanner H-style rubber bands—some new and some used—outdated mending Estimat 15 Jabra remote handset lifter GN 1000RHL part 01-0369—appears new Lakewood space heater, electric	DAT 72 Cleaning tape –still shrink wrapped	1
Faux security camera model SC2000 looks new Fellows document stand HP ADF scanner H-style rubber bands—some new and some used—outdated mending [abra remote handset lifter GN 1000RHL part 01-0369—appears new Lakewood space heater, electric	DAT 72 tape –still shrink wrapped	1
Fellows document stand HP ADF scanner H-style rubber bands—some new and some used—outdated mending [abra remote handset lifter GN 1000RHL part 01-0369—appears new [Lakewood space heater, electric]	Desktop fan—clip on style	1
HP ADF scanner H-style rubber bands—some new and some used—outdated mending Estimat 15 Jabra remote handset lifter GN 1000RHL part 01-0369—appears new Lakewood space heater, electric	Faux security camera model SC2000 looks new	1
H-style rubber bands—some new and some used—outdated mending [abra remote handset lifter GN 1000RHL part 01-0369—appears new [Lakewood space heater, electric]	Fellows document stand	1
All abra remote handset lifter GN 1000RHL part 01-0369—appears new Lakewood space heater, electric	HP ADF scanner	1
Lakewood space heater, electric	H-style rubber bands—some new and some used—outdated mending	Estimate 150
	Jabra remote handset lifter GN 1000RHL part 01-0369—appears new	1
LifeCam Cinema model 1393	Lakewood space heater, electric	1
	LifeCam Cinema model 1393	1

Metal Double stitch tape—outdated mending—various widths	4+
Metal Estey® (Technical Furniture) Clip on style book support (book end)	2
Metal Estey® (Technical Furniture) Georgian Ivory DIV09 dividers:	20
Metal Estey® (Technical Furniture) Georgian Ivory DIV09 dividers:	174
Metal Estey® (Technical Furniture) wire Book Support- 9 in. W-Style	1
Metal Estey® (Technical Furniture) Zig-Zag Shelf insert: 36"w x 7"d	4
Miscellaneous library posters	
Monitor	4
Monitor 19"	1
Panasonic KX-E2000 typewriter	1
PC (Hard Drive to be wiped by CenterLogic)	1
Pear wood chair seat—no chair just the seat portion	1
Red swing style metal lamp	1
Ribbons	1
Switch 10/100	1

Tower	1
typewriter	1
Typewriter ribbon: Olivetti ET Tackless (dry) lift off tape by Nu-Kote 5 sets in two boxes (full box would have 10 sets.)	10
Typewriter ribbon: Olivetti ET Tackless (dry) lift off tape by Nu-Kote 5 sets in two boxes (full box would have 10 sets.)	10
Typewriter ribbon: Panasonic SKX-E: Black	1
Typewriter ribbon: Panasonic SKX-E: Black	1
Typewriter ribbon: Quill 7-11105 correction ribbon sets. New	6
Typewriter ribbon: Quill 7-11105 correction ribbon sets. New	6
Typewriter ribbon: Quill 7-11312	2
Typewriter ribbon: Quill 7-11312	2
Video Magnification System and manual	1
Video surveillance equipment 10+ years old	1

Job Title:

ENGINEERING PROJECT MANAGER I

Department: FLSA Status:

Public Works Non-Exempt

Union:

Yes

Date Revised:

March 24, 2015

GENERAL PURPOSE

Plans, designs, and directs the engineering and construction of designated City construction projects; performs directly related work as required. Establishes and maintains effective working relationships with City and department personnel, construction and surveying crews, property owners, colleagues, co-workers, consultants, contractors, and the general public.

SUPERVISION RECEIVED

The work is performed under the supervision and direction of the Public Works Engineering Director, but considerable leeway is granted for the exercise of independent judgment and initiative.

SUPERVISION EXERCISED

May exercise general oversight over temporary or technical staff as needed and assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following, but are not limited to:

- Manages assigned projects, including planning, scheduling, and coordinating project engineering work, reviewing and approving construction plans and supporting calculations, and ensuring project compliance with all codes and ordinances and established engineering standards;
- Prepares design plans, specifications, and bid documents, holds bid conferences, evaluates bids, makes bid award recommendations, and reviews contractor pay requests;
- Participates in project budget administration, cost accounting, and scheduling;
- Coordinates and plans public information meetings and promotes local projects, including preparing appropriate exhibits, plans, and information;
- Serves as a liaison between contractors and City officials and department heads;
- Develops construction plans and details, notes, and project specifications;
- Completes all necessary reports, charts, graphs, correspondence, maps, and reports;
- Coordinates with contractors, other departments and agencies, and other interested parties to solve construction difficulties and problems and makes adjustments in original designs as needed;
- Keeps immediate supervisor and designated others accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;

• Performs other directly related duties consistent with the role and function of the classification.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- Bachelor's degree in Civil Engineering, Construction Management, or a closely related field; and
- Minimum 4 years experience in civil engineering, local government setting preferred; and
- Minimum 2 years public works project management experience: or
- Any combination of experience and training which provides the equivalent scope of knowledge, skills, and abilities necessary to perform the work.

Necessary Knowledge, Skills, and Abilities:

- Comprehensive knowledge of generally accepted construction standards and construction methods, materials, techniques, phases, design, practices, and procedures;
- Comprehensive knowledge of construction plans, specifications, and construction details:
- Comprehensive knowledge of the principles and practices of plan development and the use of all necessary drawing equipment and software;
- Substantial knowledge of City and department operations, policies, and procedures;
- Substantial knowledge of pertinent Federal, State, and local laws, codes, and ordinances;
- Substantial knowledge of City purchasing and finance policies, procedures, and processes;
- Ability to effectively present and promote department projects to the general public:
- Ability to develop complete and accurate plans, specifications, and construction notes;
- Ability to effectively review and oversee the work of contractors;
- Ability to effectively detect discrepancies or deficiencies in project construction work and plans;
- Ability to make sound decisions and recommendations with respect to the costeffectiveness and timeliness of construction;
- Ability to work effectively with upset and emotionally distraught individuals and address and resolve complaints and concerns of citizens and home-owners;
- Ability to make quick and accurate computations;
- Ability to perform effective, thorough inspections of construction projects:
- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language;
- Ability to understand and follow oral and/or written policies, procedures, and instructions:
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to operate or quickly learn to operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity, and inventiveness in the performance of assigned tasks.

SPECIAL REQUIREMENTS

- Must possess a valid State driver's license or have the ability to obtain one prior to employment.
- Must be physically capable of moving about on construction work sites and under adverse field conditions.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing, spreadsheet, and data base and computer-aided-design software; standard drafting tools; surveying equipment including level, theodolite and electronic distance measuring devices; motor vehicle; phone; mobile radio.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and smell. Hand-eye coordination is necessary to operate drafting instruments, computers and various pieces of office equipment.

The employee must lift and/or move materials 5 lbs. or less frequently, 5-25 lbs. occasionally, and 25-60 lbs. rarely.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites, or public works facilities. While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet to moderate.

EMPLOYEE ACKNOWLEDGEMENT

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Engineering Project Manager I job description. I understand that it is my responsibility to adhere to the guidelines of the expectations, hours of work and essential duties outlined within this job description.

Employee Signature:	Date:
Manager Signature:	Date:

Consent Agenda for Approval

ANIMAL FACILITIES

The following facilities have been inspected by Sargent Rick Graham and are recommended for approval of an Animal Facility License:

Owner Name

Patricia Hopkins

Location

<u>Purpose</u>

58929 Alexandra Ln.

multiple dogs

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

	FFRE
If you own any of the following inside the city limits, you must have an Animal Facility License:	REGEIVED
 More than 3 adult dogs; or 	in a round which ment is the factor based
More than 3 adult dags and one litter of numbers or	

More than 3 adult dogs and one litter of pupples; or

More than 3 adult hens and/or ducks and 6 chicks or ducklings under 9 weeks; or

MAR - 6 2015

More than 3 adult rabbits and/or 1 litter of bunnies under 9 weeks; or

An exotic animal

Applicant Information

Name:

Cell phone:

CITY OF ST. HELENS

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.

Address at which animal(s) will be kept:

City/State/Zip: St. Heleus, Or

Mailing address: 58929 Alexandra

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.

Cell phone:

Alternate Contact/In Case of Emergency

City/State/Zip: St. Helens, OR

Mailing address: 58929 Alexandra

Name: DAVE HOOKINS

Home phone:		Home phone:						
Email:	Day/time of v	week that works best for	you: Pleasc	CALL COLFF				
List each animal to be kept	at the above address (attach addit	ional paper if more th						
Species	Name	Sex	Age	Breed				
1. Dog	Bella	F/Spa	13	Pomeranian				
2 Dog	Jack	m/n'	12	Chi huahua, Short Ha				
3. Dos	Brandy	F/Spays	d 8	LAb/mix				
4. Dog	Emma	Fleon	,	Chihulthur I LongHair				
5. Doc	maddie	F/Spay		Chihuphur/ShortHair				
6. 00	Penny	F Sport		Chihuahua/mix				
Veterinarian Information				THE THE PARTY OF T				
Name: Midway Ve	+ - DR Gold	Phone: 503	-397-6476					
	cGary Laure		Warren, OR					
Liability Insurance Informa								
Agent's Name: :: DA	o : Peterson	Phone: 502	-648-123	3				
Insurance Company: All	state	Policy No.:						
	cating applicant is covered while mainta		al(s) or have a conv a	available for the officer when				
they come to inspect your facil			(-)					
0.1		<u>ORIZATION</u>						
Latricia Hopkins	, understand that I am appl	ying for an animal fac	ility license to keep	the above listed animal(s) at				
	3. St. Helens, Oregon. I ha							
	an animal owner and facility operat tand that this license, if approved, is							
ederal laws. Truitilei uildeis	tand that this license, it approved, is	s valid for a period or th	vo years and must	be renewed prior to expiration.				
Montagier Hora	h		3-2-1	5				
Applicant Signature			Date Signed					
•		rae wae aww	•					
Date received: 3-6-15		ICE USE ONLY	Data famusudad t	a City Dagayday 2-30-15				
Received by: H-Davis	Officer assigned: Srg Date/Time of inspection		Council meeting	o City Recorder: 3-30-15				
Receipt No.: 01377294	Officer recommendati							
Dated forwarded to PD: 3-	□ Deny	☐ Approved ☐ Denied eny If approved, date license issued:						
Forwarded by: H. Davis		L Delly	Expiration date:					
· · · · · · · · · · · · · · · · · · ·			-Aphadon date:					



ST. HELENS POLICE DEPARTMENT
150 South 13th Street, St. Helens, OR 97051
503-397-3333

Report Distribution:

CASE # 15-380347 6.0.

C	opies:	
	DET	
	CENT	
X	Records	
	D.A	
	C.A.	
	P & P	
	ССМН	
	JUV	
	SCF	
	К-9	
	S.R.O.	
	Fraud	
	Admin	
	Poly	
Æ).	Other City Council	

	ST. HELENS POLICE GENERAL OFFENSE									PAGE/OF 1/2				
47	CASE NUMBER 15-300347	REFER CASE NUMBER(S)			C	CLASSIFICATION Facility inspection - no crime						me	CLR	
5-300347	DATE/TIME REPORTED 03-15-2015 1000	DATE/TIME OCC 03-15-2015		ART)	D	DATE/TIME OCCURRED (END)								
15-2	LOCATION OF OCCURRENCE 58929 ALEXANDRA LN, ST HELENS (COLUMBIA COUNTY)													
XI	PREMISE TYPE 10 - RESIDENCE SINGLE F.	AMILY												
CASE NUMBER	OFFENSES													
COPIES	officer's offense 6201 - ANIMAL VIOLATION/0	ORD	CRIMINAL No C		al A	ct - Li	cen	se Ap		ORCE	WEA	PON		
	PERSON - SUBJECT													
**********	NAME (last, first middle) HOPKINS, PATRICIA A				CRN	IN			SEX F	RACE	E DO	ров		
************	HOME ADDRESS 58929 ALEXANDRA		CITY ST	HELE	ENS			state OR	ZIP 9705	1-		HOME P	HONE	
**********	EMPLOYER ADDRESS		WORK PI	HONE		HGT	WGT	r Hai	R	EYES		MOBILE	E PHONE	
***************************************	EMAIL ADDRESS													
***************************************	OTHER INFORMATION (Person Details, Lin	kage Factors, etc.)												
**********	NARRATIVE REPORTED	BY: 22520	DATE/T	TIME:	03-15	-2015 1	000							
	Alexandra Lane, St. Helens, C This inspection is to ensure th OAR 603-015-0025 through 6 information and information r in Warren, OR.	e facility is ir 503-015-0065	n compliant. Included	nce wi 1 with	th O	rdinanc pplicat	e 6.0	04.080 was he	, OAl r liab	R 609. ility ir	.415, nsurai	OAR (609.420, ler	
ENTRY DPSST	I noticed her home is a single facility license is to allow her							_				-		
Desk	I saw the residence had a spac condition and was adequate to This space has adequate runof and wind.	keep her ani	mals on h	er pro	perty	and to	kee	p other	r anim	als fr	om er	ntering	her yard.	
Vehicles Distributn.	She invited me into her home mannered and did not appear to keep clean. The home was a interior. The food was stored i served in bowls that are up off dogs having heated beds to en.	to be aggressing comfortable in sealed plast of the floor.	ve. The he 70 degree tic contair. The dog's	ome hes with ners to beddi	as wo both prevengen	orking of h natura ent ver vas clea	elect al an min	ricity, id artif infesta	potab icial l ation.	le wa ightin The fo	ter an ig illu ood a	id wasl minati nd wat	h facilities ing the ter is	
	The house and yard are clean. Hopkins does not have a quara facility" and she does take her	intine area foi	r possible	diseas	sed as	nimals,	she	-		-	_			
	REPORTING OFFICER(S) / DPSST GRAHAM, RICK W (22520)	W	<u> </u>		EC/DI							***************************************		

ST. HELENS POLICE DEPARTMENT

GENERAL OFFENSE

PAGE/OF 2/2

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

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

ACTION RECOMMENDED

REPORTED BY: 22520

DATE/TIME: 03-15-2015 1000

Refer to City Council for license issuance.

REPORTING OFFICER(S) / DPSST GRAHAM, RICK W (22520) PREC / DIV PATROL CITY OF ST. HELENS 265 Strand St. Helens, OR 97051

03/06/2015 11:45 AM Receipt No. 01377294

bl

ANIMAL FACILITY LIC

ENSE 40.00

Total 40.00

Total 40.00

Cash 0.00

Check 3718 40.00

PATRICIA HOPKINS Customer #000000 58929 ALEXANDRA LN

ST HELENS, OR 97051-

Cashier: Heidi

Station: CH-FRONTDESKW7