



CITY COUNCIL

Wednesday, February 21, 2018

265 Strand Street, St. Helens, OR 97051

www.ci.st-helens.or.us

Welcome!

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

1. **Call Work Session to Order - 1:00 p.m.**
2. **Visitor Comments - Limited to five (5) minutes per speaker**
3. **Discussion Topics**
 - 3.A. Employee Length of Service Award - Brett Long for 25 Years
 - 3.B. Discuss Court Contracts: Judge & Prosecutor
 - 3.C. Discuss Lease for FARA Building/Lot
[Lease with EAFRC Inc for FARA Building](#)
 - 3.D. Review Draft Community Recognition Award Form
[Community Recognition Award Application FORM](#)
 - 3.E. Review Grass Height Regulation
[022118 Code Changes re Grass Height](#)
4. **Department Reports**
 - 4.A. Public Works Department Report
[PW Dept Report](#)

The St. Helens City Council Chambers are handicapped accessible. If you wish to participate or attend the meeting and need special accommodation, please contact City Hall at 503-397-6272 in advance of the meeting.

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

5. **Council Reports**

6. **Other Business**

7. **Adjourn**

Executive Session - *Following the conclusion of the Council Work Session, an Executive Session, under ORS 192.660(2)(e), is scheduled to take place to discuss Real Property Transactions. Representatives of the news media, staff and other persons as approved, shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers.*

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LEASE AGREEMENT

BETWEEN: City of St. Helens (hereinafter "Landlord")
PO Box 278
St. Helens, OR 97051

AND: Employee Association Fitness and Recreation Center, Inc.
(hereinafter "Tenant")
c/o Tracie Murray
c/o Cascades Tissue
1300 Kaster Road
St. Helens, OR 97051

Effective Date: January 1, 2018

RECITALS

A. Landlord is the owner of property, located in the city of St. Helens, Oregon, consisting of a building, parking lot and surrounding grounds, approximately 0.54 acres, tax map no.0201041090120010100, tax account no. 437159 and legally described as Exhibit A (the "Premises").

B. Tenant wishes to lease from Landlord the Premises, for use as an exercise and fitness center.

C. Landlord wishes to lease the Premises to Tenant, for the above stated purpose, and subject to the terms of this Lease Agreement (the "Lease").

AGREEMENT

In consideration of the mutual agreements contained herein, Landlord agrees to lease to Tenant, and Tenant agrees to Lease from Landlord, the Premises, for the purposes and on the terms and conditions set forth in this Lease.

Section 1.

Term.

1.1 Term. The initial term of this Lease shall begin on the Effective Date, and shall terminate on the one-year anniversary of the Effective Date. Such initial term is hereinafter referred to as the "Initial Term".

1.2 Possession. Tenant's right to possession will begin on the Effective Date and is continuing. Tenant's obligations under this Lease shall commence on the Effective Date. Tenant's right to possession includes exclusive use of the building located on the Premises, and non-exclusive, shared use, with the City, of the parking lot and grounds on the Premises.

1.3 Renewal Option. Tenant shall have the right and option (the “Option”) to renew this Lease indefinitely for additional terms of one-year each (the “Option Terms”). The Option may only be exercised if Tenant is not in default at the time the Option is exercised. Each year, the Option will be deemed exercised, unless Tenant delivers written notice of termination to Landlord not less than sixty (60) days prior to the last day of the Initial Term or then current Option Term (as applicable). The terms and conditions of the Lease for the Option Terms shall be identical to the Initial Term, with the exception of Rent, as discussed in Section 2, unless the parties agree otherwise in writing. The Initial Term and the Option Terms under this Lease may be collectively referred to as the “Term”.

1.4 Landlord’s Termination Option. Landlord may terminate this Lease at any time, at its sole discretion, by delivering written notice of its election to terminate not less than one (1) year prior to the date Landlord wishes to terminate the Lease.

Section 2.

Rent.

2.1 Rent. Tenant shall be obligated to pay to Landlord \$1500.00 for the Initial Term, with an automatic increase of \$100.00 for each Option Term, for the Premises. Each Rent payment shall be due on or before January 1 of each year. Additionally, Tenant shall pay all costs associated with operating and maintaining the Premises. All Rent shall be paid in lawful money of the United States of America to Landlord at its office or such other place, as Landlord shall designate by notice to Tenant. If the Effective Date of the Lease occurs on a day other than January 1, the Rent for the partial calendar year shall be due and payable on or before the Effective Date, and shall be prorated on the basis of a three hundred sixty (360) day year, with twelve (12) months of thirty (30) days each.

2.2 Security Deposit. Tenant shall not be required to pay a security deposit to secure its obligations under this Lease.

Section 3.

Use of the Premises.

3.1 Permitted Use. Tenant shall use the Premises during the term of this Lease for operation and maintenance of the Premises as an exercise and workout center, and all activities incidental to such use and for no other purpose without Landlord’s prior written consent. Such uses must be in accordance with City of St. Helens ordinances and all other applicable laws. In no event shall Tenant permit or suffer residential use of the Premises. Failure to use the Premises for the purposes permitted in this section, shall be an event of default under this Lease.

3.2 Restrictions on Use; Compliance with Laws. In connection with the use of the Premises, Tenant shall:

(1) Comply with and conform to all laws and regulations applicable to the Premises and the use of the Premises, and correct at Tenant’s own expense any failure of compliance created through Tenant’s fault or by reason of Tenant’s use.

(2) Comply and conform to all rules and regulations of Landlord with regard to use of the area surrounding the Premises, including access roads and parking areas.

(3) Refrain from any activity that would make it impossible to insure the Premises against casualty or would increase the insurance rate, unless Tenant pays the additional cost of the insurance.

(4) Refrain from any use that would be considered by Landlord or neighboring property owners or tenants to be unreasonably offensive or that would create a nuisance.

(5) Refrain from constructing any building or improvement without the prior written consent of Landlord, and as otherwise permitted in this Lease.

(6) Tenant shall not cause or permit any Hazardous Substance (defined below) to be spilled, leaked, disposed of or otherwise released on or about the Premises or Building. Tenant may use or otherwise handle on the Premises or Building only those Hazardous Substances typically used or sold in the prudent and safe operation of the permitted uses specified in Section 3.1 above. Tenant shall not store fuel or Hazardous Substances on the Premises or Building. Tenant shall comply with all Environmental Laws (defined below) and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used or handled on the Premises and in the Building. Upon the expiration or termination of this Lease, Tenant shall, at its sole cost and expense, remove all Hazardous Substances from the Premises and the Building. For the purposes of this Lease, the term "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. The term "Environmental Law" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment.

3.3 Signs. Except for the signs currently on the building, Tenant shall not install or keep any of its own signs in, on or about the Premises, which are visible from any public areas, without the prior written consent of Landlord, which Landlord in its sole discretion may give or withhold. Tenant shall pay all costs of permitted signs and all costs and expenses of installation of such signs. Tenant shall repair any damage which alteration, renovation, or removal of its signs may cause during the Lease term. Tenant, at its expense, shall remove its signs from the Premises at the termination or expiration of this Lease and repair any damage and restore the Premises.

Section 4.

Access.

Landlord reserves, and shall at all times have, the right to re-enter the exclusive portion of the Premises upon twenty-four (24) hours' prior notice to Tenant (except in emergency) to inspect the exclusive portion of the Premises or conduct other activities, without abatement of Rent. Landlord will not interfere with Tenant unreasonably. Tenant hereby waives any claim

for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises and any other loss occasioned by Landlord's conduct pursuant to and in compliance with this section. Tenant shall provide Landlord with a key to all of the doors in, upon and about the Premises, except for safes. Landlord shall have the right to use any and all means which Landlord may deem necessary or proper to open all doors in an emergency, in order to obtain entry to any portion of the Premises, and any entry to any portion of the Premises obtained by Landlord by any such means, or otherwise, shall not under any circumstances be construed or deemed to be forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from all or part of the Premises.

Section 5.

Repairs and Maintenance; Alterations and Costs.

5.1 Tenant's Obligations. The following shall be the responsibility of Tenant, at Tenant's sole cost and expense:

(1) Tenant shall keep the Premises in the same operating conditions, working order and appearance as it was on the Effective Date, subject to ordinary wear and tear.

(2) Tenant shall be responsible for all costs, fees and charges associated with the Premises, including but not limited to all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for HVAC, electricity, internet, water, gas, and garbage disposal. Tenant will pay all charges directly to the service provider. Failure to pay any cost, fee or charge associated with the Premises will be considered an Event of Default.

(3) Landlord shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations or improvements to the Premises unless agreed upon on a case-by-case basis.

5.2 Improvements. Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. All alterations, additions or improvements made by Tenant shall be at Tenant's sole cost and expense, and shall comply with applicable laws in effect at the time they are made, the terms of this Lease, and any plans and specifications approved by Landlord. Any alterations, additions, or improvements to or upon the Premises, whether installed by Landlord or Tenants, shall be and remain as part of the Premises at the expiration or earlier termination of this Lease; provided, however, that on the expiration or earlier termination of the Lease and upon demand by Landlord, Tenant shall, at Tenant's sole cost and expense, remove those alterations, additions, or improvements made by or for the account of Tenant, that are designated by Landlord to be removed, and repair and restore the Premises to their original condition, subject to ordinary wear and tear.

5.3 Acceptance of Premises. Tenant has examined the Premises and any Improvements and accepts the condition of both existing at the time of execution of this Lease, AS IS, including any patent or latent defects or conditions, with no promise or obligation on the part of Landlord to repair the Premises or the improvements.

Section 6.
Taxes.

6.1 Property Taxes. Tenant shall pay when due, directly to the applicable taxing authority, all taxes on Tenant's personal property located on the Premises. Tenant will pay the real property taxes to Landlord within thirty (30) days of receipt of an invoice from the Landlord requesting payment of the taxes. As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Premises. Failure to pay any taxes, when required in this section, shall be considered an event of default.

6.2 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is reasonable and is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment.

Section 7.
Damage and Destruction.

If the Premises, and any improvements, are damaged, destroyed or partially destroyed, Tenant may, at its option, promptly repair and restore the Premises and any improvements at its sole cost and expense, to a condition as good as or better than that which existed prior to such damage, destruction or partial destruction, or Tenant may elect to terminate this Lease. If the damage is less than 50 percent, and tenant wishes to continue the Lease, Landlord shall rebuild. If greater than 50 percent, Landlord may elect to terminate the Lease. If Landlord will rebuild, the rent shall be abated during construction. If Tenant elects by written notice to Landlord not to rebuild, then this Lease shall automatically terminate as of the effective date of such notice. Landlord shall also not be required to repair any damage to Tenant's personal property or equipment.

Section 8.
Eminent Domain.

8.1 Partial Taking. If a portion of the Premises is condemned and Section 7.2 does not apply, the Lease shall continue and Landlord shall be entitled to all of the proceeds of condemnation. Tenant shall have no claim against Landlord as a result of the condemnation.

8.2 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for the use that Tenant was then making of the Premises, the Lease shall terminate as of the date the title vests in the condemning authority. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

Section 9.
Liens.

9.1 Liens.

(1) Tenant shall pay when due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost from Tenant. Any such amount that must be collected from Tenant shall bear interest at the rate of ten percent (10%) per annum from the date the expenditures were made by Landlord until the date paid in full by Tenant, and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney's fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

Section 10.
Notice of Occurrences.

Tenant shall give prompt notice to Landlord of: (i) any known occurrence in or about the Premises for which Landlord might be held liable; (ii) any known fire or other casualty in the Premises; (iii) any known damage to or defect in the Premises, and (iv) any damage or defect in any part of Premises' sanitary, electrical, heating, ventilating, air-conditioning, elevator or other systems located in or passing through the Premises or any part thereof.

Section 11.
Liability and Indemnity.

11.1 Indemnification.

(1) To the extent allowed under Oregon law, and specifically subject to the limits of the Oregon Tort Claims Act, except if caused in whole or in part by the negligence of willful misconduct of Landlord or its members, partners, agents or representatives, Tenant shall defend (with counsel reasonably acceptable to Landlord), indemnify and hold Landlord, its officers, employees and agents harmless from and against all liabilities, damages, claims, losses, judgments, charges and expenses (including reasonable attorney fees and costs) arising from or in any way related to (a) the use of the Premises by Tenant or its officers, agents, employees, invitees, licensees or trespassers (b) any activity, work or thing done or permitted by Tenant or its officers, agents, employees, invitees, licensees or trespassers in or about the Premises, and/or

(c) Tenant's failure to perform any covenant or obligation of Tenant under this Lease. Tenant's agreement to indemnify Landlord pursuant to this Section 11.1(1) is not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant under this Lease. The obligations of Tenant in this section shall survive the expiration or earlier termination of this Lease.

(2) Subject to the provisions of Section 1 of this subsection, and to the extent allowed under Oregon law, and specifically subject to the Oregon Tort Claims Act, Landlord shall defend (with counsel reasonably acceptable to Tenant) indemnify, and hold Tenant, its officers, employees and agents harmless from and against all liabilities, damages, claims, losses, judgments, charges and expenses (including reasonable attorney fees and costs) arising from or in any way related to (a) Landlord's failure to perform any covenant or obligation of Landlord under this Lease, or (b) any willful misconduct of Landlord or its members, partners, managers, employees, agents or representatives. Landlord's agreement to indemnify Tenant pursuant to Section 9.1(3) is not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Landlord under this Lease. The obligations of Landlord in this section shall survive the expiration or earlier termination of this Lease.

Section 12.

Insurance.

12.1 Insurance. Tenant shall, during the term of the Lease, procure at its expense and keep in force the following insurance:

(1) Commercial general liability insurance naming Landlord as an additional insured against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Tenant's use and occupancy of the Premises. Such insurance shall have a combined single limit of not less than Two Million Dollars. Such liability insurance shall be primary and not contributing to any insurance available to Landlord and Landlord's insurance shall be in excess thereto.

(2) Personal property insurance insuring all equipment, trade fixtures, inventory, fixtures, and personal property located on or in the Premises for perils covered by the causes of loss special form (special peril).

(3) Workers' compensation insurance in accordance with statutory law.

(4) The policies required to be maintained by Tenant shall be with (a) companies rated A-X or better by A.M. Best, or (b) may be insured through an insurance pool such as City County Insurance Services or Special Districts Association of Oregon, either of which shall be reasonably acceptable to and approved by the Landlord. Insurers shall be licensed to do business in Oregon and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00). Certificates of insurance, including the additional insured endorsement, shall be delivered to Landlord on or before the Commencement Date and annually thereafter. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the

terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Landlord as required by this Lease.

(5) If Tenant does not purchase the insurance required by this Lease or keep the same in full force and effect during the Lease term, Landlord may, but shall not be obligated to, purchase the necessary insurance and pay the premiums. Tenant shall repay to Landlord, as additional rent, the amount so paid, within thirty (30) days of Landlord's demand for payment. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as additional rent, any and all reasonable expenses (including attorneys' fees) and damages that Landlord may sustain by reason of the failure of Tenant to obtain and maintain such insurance.

Section 13.

Quiet Enjoyment.

13.1 Landlord's Warranty. Landlord warrants that as long as Tenant complies with all terms of this Lease, it shall be entitled to possession of the Premises free from any eviction or disturbance by Landlord or parties claiming through Landlord, subject to the non-exclusive, shared access provision in section 1.2.

13.2 Estoppel Certificate. Either party will, within seven (7) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of annual rent. Failure to deliver the certificate within the specified time shall be conclusive on the party from whom the certificate was requested that the Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

Section 14.

Assignment and Subletting.

This Lease is personal to Tenant. No part of the Lease or Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the Premises be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. Landlord may withhold or condition such consent in its sole discretion. Any purported assignment, sublease or other transfer in violation of this Section 14 shall be void.

Section 15.

Hazardous Substances.

Except in strict compliance with all applicable federal, state and local laws, regulations, codes, and ordinances and as specifically allowed under Section 3.2 (6), Tenant shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about, or disposed of on the Premises by Tenant or its agents, employees, contractors, or invitees. To the extent permitted by the Oregon Tort Claims Act, Tenant shall indemnify, defend and hold Landlord harmless from any and all actions, costs, claims, damages, expenses (including, without

limitation, attorney's fees, court costs and amounts paid in settlement of any claims or actions), liabilities, or losses arising from a breach of Tenant's obligation set forth in this section by Tenant or its agents, employees, contractors, or invitees.

Tenant's and Landlord's indemnification obligations under this Section 15 shall survive the termination or earlier expiration of this Lease.

Section 16.

Default.

16.1 Default and Remedies. If (a) Tenant fails to pay rent beyond any applicable notice and cure period, or (b) Tenant fails to perform or observe any of the covenants and agreements contained herein and such default shall continue for thirty (30) days or more after written notice of such failure is given to Tenant by Landlord (or in the case of a default that cannot with due diligence be cured within such time period, if Tenant fails to commence within such time period, and thereafter fails to diligently complete, all steps necessary to remedy the default), or (c) Tenant is declared bankrupt or insolvent according to law, or if any assignment of Tenant's property is made for the benefit of creditors, or (d) on the expiration or earlier termination of this Lease, Tenant fails to surrender possession of the Premises if required to do so by the terms of the Lease, then and in any of these events (such event is referred to in this Lease as an "Event of Default"), Tenant shall be in default under the Lease and Landlord, immediately or at any time thereafter, without demand or notice, may exercise any one or more of the remedies set forth below, or any other remedy available under applicable laws or contained in this Lease:

(1) Terminate the Lease at the option of Landlord by Landlord giving written notice of termination to Tenant. If this Lease is terminated, Tenant's liability to Landlord for damages shall survive such termination, and Landlord may re-enter and take possession of the Premises, and remove any persons or property by legal action.

(2) Landlord or Landlord's agents may immediately or at any time after providing the written notice of termination set forth in subsection 1, re-enter the Premises, or any part thereof, either by summary eviction proceedings or by any suitable action or proceeding at law, and repossess the same, and may remove any person therefrom, to the end that Landlord may have, hold and enjoy the Premises.

(3) Relet the whole or any part of the Premises from time to time, either in the name of Landlord or otherwise, to such tenants, for such terms ending before, on or after the expiration date of the Lease term, at such rentals and upon such other conditions (including concessions, tenant improvements, and free rent periods) as Landlord may determine to be appropriate. Landlord at its option may make such physical changes to the Premises as Landlord considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting Tenant's liability.

(4) Seize and dispose of Tenant's property in any manner permitted by law.

16.2 Cost Recovery. Whether or not Landlord retakes possession or relets the Premises, Landlord shall have the right to recover unpaid rent and all damages caused by the default, as well as all costs and expenses incurred in the connection with the enforcement of this Lease, including reasonable attorney fees and court costs. Damages shall include, without limitation: (a) all rentals lost; (b) all legal expenses and other related costs incurred by Landlord following Tenant's default; (c) all costs incurred by Landlord in restoring the Premises to good order and condition or in preparing the Premises for reletting; and (d) all costs incurred by Landlord in reletting the Premises, including, without limitation, any brokerage commissions.

16.3 Periodic Actions. To the extent permitted under applicable law, Landlord may sue periodically for damages as they accrue without barring a later action for further damages. Landlord may in one action recover accrued damages plus damages attributable to the remaining Lease term equal to the difference between the rent reserved in this Lease for the balance of the Lease term after the time of award, and the fair rental value of the Premises for the same discounted to the time of award at the rate of nine percent (9%) per annum. If Landlord has relet the Premises for the period which otherwise would have constituted the unexpired portion of the Lease term or any part, the amount of rent reserved upon such reletting shall be deemed, *prima facie*, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting.

16.4 Remedies not Exclusive. The remedies provided for in this Lease are cumulative and are not intended to be exclusive of any other remedies to which Landlord may lawfully be entitled at any time.

16.5 Curing Tenant's Defaults. All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for the period referred to in Section 16.1 of this Lease, Landlord may make any such payment or perform any such act on Tenant's part to be made or performed as in this Lease provided but shall not be obligated to do so. Any such payment or performance shall not be a waiver or release of Tenant's obligations. All sums so paid by Landlord and all necessary incidental costs together with interest thereon at the rate of ten percent (10%) per annum from the date of such payment by and Landlord shall be payable to Landlord on demand, and Tenant covenants to pay any such sums, and Landlord shall have, in addition to any other right or remedy of Landlord, the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Rent.

Section 17. **Surrender at Expiration.**

17.1 Condition of Premises. Upon the expiration of the Term, termination of Tenant's right to possession or termination of the Lease, Tenant shall surrender the Premises in a condition as good as or better than that which existed on the Effective Date of this Lease, subject to ordinary wear and tear. Alterations and improvements constructed by Tenant shall be

removed by Tenant, unless Landlord agrees that they can remain. Tenant shall repair any damage to the Premises caused by Tenant's removal of the Building, alterations or improvements.

17.2 Removal of Fixtures. Prior to expiration or other termination of the Lease, Tenant shall remove, all possessions, equipment, and any trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to the property shall cease or, by notice in writing given to Tenant within fifteen (15) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal.

17.3 Landlord Removal. If Landlord elects to require Tenant to remove any alterations, improvements or fixtures, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the rate of ten percent (10%) per annum on all such expenses from the date of expenditure by Landlord.

17.4 Holdover.

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to:

(i) Treat Tenant as a Tenant from month to month, subject to all of the provisions of this Lease except the provisions for the Option, at a rental equal to the rent last paid by Tenant; or

(ii) Eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this Lease shall constitute a failure to vacate to which this Section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another Tenant or with occupancy by Landlord for any purpose including preparation for a new Tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than ten days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

17.5 The rights and obligations under this Section 17 shall survive termination.

Section 18.
Miscellaneous.

18.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

18.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable, attorney fees at trial, on petition for review, and on appeal. For purposes of this Lease, “attorney fees” shall include all charges of the prevailing party’s attorneys and their staff (including legal assistants, paralegals and support personnel) and any post-petition fees in a bankruptcy court.

18.3 Notices. Any notice required or permitted under this Lease shall be deemed received when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this Lease or to such other address as may be specified from time to time by either party in writing.

18.4 Succession. Subject to the above stated limitations on transfer of Tenant’s interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

18.5 Recordation. This Lease may not be recorded without the written consent of Landlord.

18.6 Time of Essence. Time is of the essence in the performance of each of Tenant’s obligations under this Lease.

18.7 Choice of Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any action brought hereunder shall be brought in Columbia County, Oregon.

18.8 No Partnership or Joint Venture. Landlord is not, by virtue of this Lease, a partner or joint venturer of Tenant in connection with the business to be carried on at the Premises and Landlord shall have no obligation with regard to Tenant’s debts or other liabilities, and no interest in any of Tenant’s profits.

18.9 Leasehold Mortgage. Tenant may not encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the Premises.

18.10 Shall/May. In the interpretation of this Lease, shall is mandatory and may is permissive.

18.11 Entire Agreement. This Lease contains the entire agreement between the parties with respect to the Lease and cannot be changed or amended except by a written instrument subsequently executed by the parties hereto.

18.12 Counterparts. This Lease may be signed in counterparts. Scanned, e-mailed or electronic signatures shall have the same validity as original physical signatures.

18.13 Authority. Each person signing on behalf of an entity hereby warrants and represents that they have actual authority to sign on behalf of said entity and to bind said entity to the provisions of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

LANDLORD:

TENANT:

CITY OF ST. HELENS

EMPLOYEE ASSOCIATION FITNESS AND
RECREATION CENTER, INC.

Exhibit A – Premises

Exhibit A

PREMISES

[INSERT LEGAL DESCRIPTION]



Council Action Sheet



To: Mayor and City Council Members
From: Kathy Payne, City Recorder
Date: February 21, 2018
Subject: Grass Height Regulation

Background

At your January 17 Council meeting, it was mentioned by Councilor Carlson that the St. Helens Municipal Code may need an update to the grass height code. Currently, the code says:


SHMC 8.12.090 Trees, shrubs and weeds.

(3) Except as provided in subsection (4) of this section, no owner or person in charge of property shall allow weeds or grasses to grow on his or her property or in adjacent streets or alleys in excess of 10 inches in height between June 1st and October 15th of each year. If weeds or grasses are allowed to exceed 10 inches in height during the time periods specified above, the city may cut the vegetation if the owner or person in charge of the property fails to do so or requests the city to do so and the cost shall be charged to the owner or person in charge of said property or assessed against the property.

Recommendation

Direct staff to come back with an ordinance to amend the Code as the Council wishes.

PUBLIC WORKS MEMO

To:	The Mayor and Members of City Council	
From:	Sue Nelson, Public Works Engineering Director Neal Sheppard, Public Works Operations Director	
Date:	14 February 2018	
Subject:	January Status Summary	

Engineering

1. Completed plans and specifications for a sewer main repair on Columbia Boulevard.
2. Met with potential developer of property adjacent to "old" hospital site, provided utility info.
3. Reviewed plans for improvements related to the Columbia County Educational Campus project.
4. Completed plans and specifications for a street crack sealing project.
5. See complete report.

Parks

1. Took down Christmas decorations in the Plaza; assisted CRPUD with removing street decorations.
2. Worked on repairing the barge.
3. Pruned and maintained street trees and other trees at Civic Pride and McCormick Parks.
4. Inspected mowers and other equipment in advance of spring weather.
5. See complete report.

Public Works Operations & Maintenance

1. Replaced 92 standard water meters with new radio read meters.
2. Spent several days removing and storing Christmas decorations and cleaning the Plaza area.
3. Extended the storm line and installed a new catch basin on N. 8th Street.
4. Installed new ceiling tiles and painted at City Hall.
5. Serviced and/or made repairs on 46 vehicles and/or equipment.
6. Responded to five after-hours call-outs.
7. See complete reports.

Water Filtration Facility

1. Produced 42.9 million gallons of filtered drinking water, an average of 1.38 million gal/day.
2. Working with Building Official to resolve alarm panel issues.
3. Found strong wind had damaged roof vent cap.
4. See complete report.

Waste Water Treatment Plant

1. Worked on multiple electrical and operational issues with the aerators and SolarBees.
2. Received quotes for replacing drawtubes at Pump Station #2.
3. Finalized new pretreatment permit for Cascades.
4. See complete report.



Engineering Department Status Report

14 February 2018



DEVELOPMENT PROJECTS

Red Leaf Subdivision

Attended a pre-application meeting with the potential developer of the property adjacent to the “old” hospital, off of Commons Drive and west of Kelly Street. The proposal is for a residential development, including a mixture of single family detached and attached homes with public streets and utilities.

Emerald Meadows Subdivision Construction Permit

Construction has continued on the public infrastructure for the new 77-lot subdivision located near the intersection of N. Vernonia and Pittsburg Road. So far, the Developer and Contractor have been lucky with the weather and have not experienced anything that has created major problems or caused weather-related delays.

Elk Ridge Estates Phase VI

Work is still moving forward on the construction of the small booster pump station needed to meet the water pressure requirements of the pending Elk Ridge Phase VI development. The contractor continues to work on the new building, located adjacent to the Elk Ridge reservoir.

Proposed New Medical Building

Revised plans for public infrastructure improvements were dropped off for review on February 12. The plans are only to address the public utility and road improvements needed for one lot that will be created by the subdivision of property from the previous Violett’s Villa site.

Columbia County Education Campus

Reviewed plans for the new alternative school building and for the new middle school building. Received plans to review for the public waterline improvements and for the street improvements on N. 16th Street and West Street along the School District property frontage required as part of the new middle school construction.

WATER PROJECTS

Columbia County Education Campus Waterline Extension

Plans are approved but work on this project is not anticipated to begin until spring 2018.

SANITARY SEWER AND STORM DRAIN PROJECTS

Pump Station No. 9 Upgrades Project

This project is now complete. New pumps and control system are working as anticipated.

S. 7th Street & Columbia Boulevard Sanitary Sewer Replacement

A section of sewer pipe on Columbia Boulevard has been found to be out of grade, causing debris to settle out and stop flowing. This creates a blockage and recently caused the sewer main to back up into the basement of a nearby business. The line runs from the S. 7th Street intersection diagonally northeast

towards N. 6th Street. There is no other option than to dig it up and replace the pipe at an appropriate grade to keep it flowing properly. A project was designed by Engineering staff and should be released for bids in mid-February.

STREET AND TRANSPORTATION PROJECTS

2018 Crack Sealing Project

Engineering staff has put together a new crack sealing project on several higher classification streets that are starting to experience some lateral cracking. Crack sealing is very cost effective and will improve drivability and longevity of the roadway. The project should be released for bids in mid-February.

St. Helens Riverfront Connector Project

Attended the first meeting of the Committee Overseeing Overt Long-range Passageway Planning. The group reviewed the goals and objectives of the project which will identify options to provide safe, convenient, multi-modal access to local business within the Riverfront District.

Gable Road Improvement Project

Survey work has been ongoing for the past month and Engineering has provided the design team with utility information for the area. The County's consultant, David Evans and Associates, is expected to have some preliminary information to share at a project kick-off meeting to hopefully be scheduled within the next few weeks.

MISCELLANEOUS PROJECTS AND ACTIVITIES

Right-of-Way and Construction Permits

There were two Right-of-Way/Construction permits issued in January 2018 – both to Comcast for new service installations.

Training Workshops and Committee Meetings

Staff attended a safety meeting on what to do in an active shooter situation.

Staff attended a BOLI for Public Works Projects workshop in Portland.

Director attended an Environmental Permitting Workshop at the Soil Conservation Office in Warren.

Director attended a meeting of the Regional Disaster Preparedness Organization Public Works Work Group in Oregon City and may become a regular member.

Director attended the Columbia County Local Emergency Planning Committee (LEPC, formerly CEPA).



Parks Department for January 2018



Daily duties were performed which include: cleaning restrooms, garbage pickup, and general parks maintenance.

Removed damaged Christmas tree donation box and replaced it
Assisted the CRPUD in taking down the Christmas street decorations
Took down Christmas lights from the Plaza
Took the old pontoons from the barge to the storage shed at the paper mill property
Repaired a toilet at McCormick Park
Removed graffiti from the skate park
Took the dropped off Christmas trees to the paper mill property for future bonfire use
Pruned the street trees
Removed a fallen tree at McCormick Park
Patched a hole on the approach to the footbridge at McCormick Park
Filled in the holes under the swing at McCormick Park
Checked all the mowers
Received a picnic table as a donation from a senior project
Performed maintenance on the Tool Cat
Cleaned all the vehicles in the parks fleet
Prepared the barge for refurbishing
Sent the barge to Portland for a new outboard motor
Picked up the barge and took it for a test run
Placed city stickers on the barge
Disposed of old Christmas trees that were dumped at the library
Pressure-washed the sign at the Police Department
Removed some hazard trees from the disc golf course
Cleaned and organized the parks shop
Put rock on the walking path low spots
Cleared the ditch drain at Old Portland Road and S. 18th Street.
Had extra keys made for the barge
Pruned trees at Civic Pride and McCormick Parks
Assisted in installing a new hot water heater at the parks shop
Cut up downed trees at McCormick Park

Public Works Work Report

January 2018

Water Dept:

Installed 92 radio read meters
Read heavy users
Poured concrete at 444 N. 12th St.
Helped sewer crew with plug at 125 N. 12th St.
Repaired service line at 820 S. 8th St.
Several days removing and cleaning up Christmas in Plaza
Installed new service for Columbia Feed
Replaced two angle stops and meter boxes on Macarthur
Located water line on N. 10th St.
Replaced shut-off at 424 N. 10th St.
Replaced meter box at 1660 Cowlitz St. & poured concrete
Helped Roger with ceiling tile project at City Hall
Replaced angle stop at 397 S. 17th St.
Replaced saddle and corp at 271 Columbia Blvd.
Replaced flow meter at Well #3
Helped Roger paint and move things at City Hall for several days
Removed sidewalk to install check valve at 264 S. Vernonia Rd.
Gave a deer a ride to the tree farm

Sewer Dept:

Rocked roads at tree farm
Cleaned and TVed sewer on Grey Cliffs Dr.
TVed sewer to locate laterals for upcoming storm project at 375 N. 8th St.
Installed storm line & catch basin at 375 N. 8th St.
Cleaned catch basins on Columbia Blvd., S. 18th St. and Cowlitz St.
Installed new water heater at parks shop
Replaced broken catch basin at 305 Strand St.

Call-Outs:

City shop – pump #12 tripped and failed to start
Water off for repair on S. 22nd St.
Water leak on Mayfair
Storm drain on Shore Dr.
Debris in road on Clark St.

Miscellaneous:

Swept streets
Marked 42 locates
Checked wells & reservoirs daily

Monthly Report January 2nd to 31st

Jan 2nd

Office Computer work
PW Went to Scappoose and picked up a new asphalt cutter
PW Installed a new belt on a chop saw
Police S-5 Installed a new headlight on the passenger side
Parks Worked on the boat installing new pontoons
Keith Vac. Day

Jan 3rd

Parks Worked on the parks boat installed the rest of the pontoons and tightened them down
City Hall #12 Put air in the tires
Shop Clean up after the boat left

Jan 4th

PW Replaced a pull chord in a chain saw and sharpened it
Shop cleaned up some more of the shop after the boat work was done

Jan 5th

Parks #5 removed and installed a new turn signal switch also full service
Shop Clean up

Jan 8th

Office Computer work
PW #23 Removed the mower head and installed a new one ordered a new Link between the pivot and the head of the mower
Police S-10 Full service

Jan 9th

City hall Safety Meeting
PW #23 Installed a new arm and pin on the mower deck
Police S-5 Checked seat belt and installed wiper blades
WWTP Fabricated three plates for the barge

Jan 10th

PW #23 Finished greasing the tractor and mower
PW Started the sanders and let them run
PW #19 Pulled the truck out of the shed and got it running again had it brought to the shop for some work
Parks #59 Installed wipers and a rear turn signal bulb

Jan 11th

Office Computer work
PW #19 Worked on the brake bleeders and bled the brakes Lube the front end checked the oil Filled the oil and coolant

Jan 11th cont.

Parks Drilled out a door handle for the bathroom door for one of the parks have no idea which park
PW #72 Jump started the truck a switch was left on

Jan 12th

Brett and Keith Gone

Jan 16th

Office Computer work

PW #72 Worked on the bucked to find a problem with the boom found that it had a limit switch stuck and works fine now

Parks Black ford has an oil leak called the Ford dealership for warranty work

PW #29 Boxed up the camera so it can be shipped back to the factory for repairs

Jan 17th

PW #20 Straightened out the front bucket after it being bent

Police S-19 Removing stickers

Jan 18th

Police #20 Still removing stickers

PW #19 Put a fuse in the fuse panel for the brake lights

Jan 19 Police s-19 Finished removing the stickers for the van called Terry and the people that were getting the van picked it up

Shop Cleaned up the mess from the van

Jan 22nd

Office Computer work

Shop Clean up

WWTP Temperature gauge had a problem disconnected the sender and plugged it back in and now it works fine

PW #7 Repaired a rear tire

Parks #9 Replaced a front turn signal light

Jan 23rd

PW #56 Put air in the right front tire

PW #2 Replaced the batteries

PW #16 Filled the DEF tank with fluid

PW Made up a nitrogen tank for the sewer camera van

Jan 24th

Parks Worked on fabricating a mount for the Forklift on the tool cat to be able to move trailers around

Parks Looked at making some brackets for the WWTP

Jan 25

Parks Finished fabricating a mount for the forklift on the tool cat

WWTP Welded up a bracket for a shelf

Parks Cut a piece of pipe

Jan 26th

Shop Cleaned restroom and mopped the floors on the restroom and office

Police S-8 Checked for a hole in a front tire found nothing, replaced both rear tires
And a full service

Police S-23 Checked the front brakes ordered pads and rotors

Jan 29th

PW #29 Changed the camera over on the TV van

Parks Checked on the equipment

Shop Clean up

Jan 30th

Office Computer work filled paper work

PW Worked on the quotes for a small dump truck

Police Waited for a police vehicle that was supposed to be brought out the day before and was never brought out

Jan 31st

Police S-23 Installed new front brakes pads and rotors and a full service

PW #55 Had two front steer tires put on and two rear tires put on



City of St. Helens, Oregon
Public Works
Water Filtration Facility
PWS 4100724
P.O. Box 278
St. Helens, OR 97051
PH: (503) 397-1311 FAX: (503) 397-3351



Water Filtration Facility Journal January 2018

Water Production: 42.9 million gallons, which averages 1.38 million gallons per day

Week 1 Produced and sent December OHA reports to the State. Performed monthly check on fire extinguishers. Sent sewer readings to Columbia City public works. Changed out Chlorine monitor reagents. Ordered bleach for delivery next week.

Week 2 Gathered and sent out the January 2018 LT2 (Giardia/Cryptosporidium) sample. Received a delivery of bleach. Annual smoke detector check and testing this Friday. Contractor could not perform smoke alarm testing because the fire alarm panel is not functional and does not send out audible alarms, so we received a deficiency notice that was also sent to the fire marshal for review. Contacted Bob Johnston to let him know of the problem with our fire alarm system. Guy changed out a turbidity meter bulb and brought the meter back to life.

Week 3 In contact with DTS, fire alarm contractor, and they are coming out this Tuesday to make corrections to the fire alarm system and get it functional. Will be calling DTS to come back in and go through the system with Bob Johnston and Jeff Pricher (fire marshal) for the final inspection in about a week. After the project inspection, we will invite United Fire back to the WFF to perform the annual smoke alarm testing. While DTS was on site he let us know that we had rain entering the electrical room through the roof exhaust vent in the ceiling of the vault? Guy climbed up to the roof and inspected the problem and found that the 5ft x 5ft fabricated sheet metal vent cap had been lifted up and off the exhaust vent shaft plenum and tossed onto the WFF roof and landed upside down. Being upside down, the vent cap had then filled with rainwater (about 60 gallons) that needed to be pumped out before the vent cap could be lifted and put back onto the vent shaft. We must have had a very strong upward, spiraling wind occur to lift that roof vent cap up and off the vent shaft plenum! The inside part of the vent cap is 30" by 30" that slides over the roof vent plenum shaft. Guy said the roof vent cap weighs about 50 lbs.! A miniature "tornado" type of wind occurrence to lift off this vent cap? Very strange indeed.



Week 4.

Howie Burton, City of St. Helens – Public Works Filtration Facility Supervisor and Operator

WWTP Monthly Operations and Maintenance Report

January 2018

To: Sue Nelson

From: Aaron Kunders

Secondary System Report

- 1/2-Reed Electric here to deliver new aerator and pick up #20 for repair.
- 1/2-Took aerator 16 to spot 18 to be connected.
- 1/2-SolarBee E not running. Found the Zahn board failed. Ordered a new one and installed on the 8th.
- 1/8-Roger came down and installed new console on work barge.
- 1/9-Solar Bee E still starting and stopping. Raised drawtube to get out of sludge and that fixed the problem
- 1/10-SolarBee G not running even though it shows 83 RPMs on SCADA.
- 1/10-Arne here to install junction box on #18 and trouble shoot #15. Found nothing wrong with 15, but it continues to trip.
- 1/19-Took new aerator to spot 20 for Arne to hook up.
- 1/24-Arne here to wire up aerators 18 and 20. He also turned the heater up on #15.
- 1/30-Worked on SolarBee B and D. D had broken connection to brain board. Took to Digital Gurus to have soldered back together.

Primary System Report

- 1/30-Cleaned SolarBees.

Pump Stations

- 1/5-PS#1-Cleaned grease off walls in wetwell.
- 1/10-PS#7-Pump #1 failure alarm. Couldn't reset the pump so cycled power to whole station and that reset the alarm.
- 1/10-Mission showed PS#7 and 8 not connected. Called Mission and they had done a software upgrade and it takes a while to reconnect.
- 1/31-PS#9-Contractors on site for final walk through before project starts 2/5.

Sodium Hypochlorite System

- 5112 gallons used this month.
- 3881 gallons used last month.
- 1/17-5200 gallons delivered
- 1/26-Discharge hose on North pump split and spraying on the wall. Replaced entire length.

Call-outs

- 1/1-1200-Manhole M-1 flow alarm. Johnny in to check on it and found no flow or evidence of flow.

Plant

- 1/3-Cleaned North contact tank.
- 1/4-Installed new data management system on SCADA computer.
- 1/8-Cleaned South contact tank.
- 1/9-15-Quarterly sampling.
- 1/12-TCMS here for quarterly checks.
- 1/18-Roger down to replace rusty hypo building doors.
- 1/29-Tim Illias down to replumb water to UV system.

Pretreatment

- Worked on finalizing audit report.
- Worked on Cascades pretreatment permit.
- Finished up Annual Report.

Other

- 1/22-Took GMC to Joint Maintenance to get temperature gauge repaired.

Next Month

- PS #9 remodel.