



CITY COUNCIL WORK SESSION

Wednesday, March 07, 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. Discuss Trail Easement at 2480 Gable Road
[Memo RE 2480 Gable Road Easement](#)
 - 3.B. Discuss Proposed Billing Insert Program
[Utility Billing Insert Program](#)
 - 3.C. Review Requests for Proposals for Judicial Services & Prosecutorial Services
[RFP - Judge 2018](#)
[RFP - Prosecutor 2018](#)
 - 3.D. Review Draft Transient Room Fee Ordinance
[Ord No 3225 - Amend SHMC 3.20 re Transient Room Fees PENDING 032118](#)
 - 3.E. Discuss Lease of FARA Building/Lot
[Lease with EAFRC Inc for FARA Building](#)
4. **Department Reports**
 - 4.A. Administration/Community Development Department 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.**

ADMIN Dept Report

5. **Council Reports**
6. **Other Business**
7. **Adjourn**

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CITY OF ST. HELENS PLANNING DEPARTMENT
M E M O R A N D U M

TO: City Council
FROM: Jacob A. Graichen, AICP, City Planner
RE: Public access easement for trail at 2480 Gable Road
DATE: February 26, 2018

The City's 2015 Parks and Trails Master Plan (Ordinance 3191) identifies trails (or potential ones) in the city. This helps up determine when to advance public passage when development occurs.

Recently, a building permit was applied for to build a home at 2480 Gable Road. This is also the location of trail #18, a local access trail between Gable Road and Sykes Road identified in the Parks and Trails Master Plan.

As part of the building permit approval, staff is requiring a 5' wide access easement along that property's west side. We have already acquired such an easement for 2520 Gable Road; with this easement the total public passageway will be 10 feet.

Simply utility easements usually don't require the Mayor's signature but in an easement like this one, where there are terms obligating both parties, it should be signed by both parties.

There is an insurance obligation of the city. I checked with our insurance agent who was not concerned. Someone from the city does need to let Hagan Hamilton Insurance Services know to add the property owner as an additional insured once we record the easement.

Please authorize the Mayor's signature at the regular session.

AFTER RECORDING RETURN TO:

City of St. Helens
Attn: City Administrator, City Hall
265 Strand Street
St. Helens, OR 97051

UNTIL A CHANGE IS REQUESTED

SEND TAX STATEMENTS TO:

No Change

This space provided for recorder's use.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into on the 30 day of January, ~~2018~~ 2017 ("Effective Date") by and between Ronald Summers ("Grantor") and the City of St. Helens, an Oregon municipal corporation ("Grantee").

RECITALS

A. Grantor owns real property located in the City of St. Helens, Columbia County, Oregon, legally described as **Parcel 2, of Partition Plat No. 2006-30.**

Deed reference number: 2017-2196

B. Grantee desires to have an access easement for a bicycle and pedestrian trail, 5 feet in width, along the west side of the Grantor Property legally described and depicted on the attached and incorporated Exhibit A ("Easement Area") and Grantor agrees to grant this easement to Grantee.

C. The purpose of this Easement Agreement is to set forth the terms and conditions of the agreed upon easement.

D. Grantor agrees to grant and City agrees to accept the easement pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the performance of Grantor and Grantee, and of performance of the mutual covenants, agreements, conditions and stipulations contained herein, it is mutually agreed by and between the Parties as follows:

SECTION 1. DEFINITIONS.

1.1 Easement Area. "Easement Area" shall be that area described and depicted on the attached and incorporated **Exhibit A.**

1.2 Party or Parties. “Party” or “Parties” shall mean Grantor and Grantee, together with their successors and permitted assigns.

SECTION 2. EASEMENTS.

2.1 Scope of Easement.

2.1.1 Grantor grants to Grantee an exclusive easement over the Easement Area, which includes the right, privilege, and authority to the Grantee to construct, build, patrol, operate, replace, and maintain thereon permanent pedestrian, and bicycle pathway or trail access, with all appurtenances incident thereto or necessary therewith for the use by Grantee and the public, including such renewals, repairs, replacements, and removals as may from time to time be required. It also includes incidental vehicle access for authorized service vehicles.

2.1.2 Grantee may take all actions necessary to construct, maintain, and repair the trail or pathway located in the Easement Area, including, without limitation, installing the following related surface and subsurface utilities and improvements: (i) trail surfaces, foot bridges and associated trail structures, (ii) trail markers, signs, lights, benches, and other security enhancements, and (iii) any barriers, fences, and gates necessary to prevent motorized vehicular access. All such improvements constructed by Grantee shall be the property of Grantee.

2.1.3 Grantee shall be responsible for obtaining all governmental permits for any construction in the Easement Area and Grantor shall cooperate in good faith with Grantee in obtaining any necessary construction and/or development permits. Grantee is solely responsible for all costs of repair and maintenance to and all improvements constructed in the Easement Area.

2.2 Consideration. The consideration for this easement is non-monetary, which is the whole thereof.

SECTION 3. LIENS. Grantee shall keep the Easement Area free from any and all liens arising out of any work performed, materials furnished to or obligations incurred in connection with this Agreement. If a lien is filed, Grantee shall, within thirty (30) days after the date of the imposition of any such lien, pay the lien claim in full, unless it desires to contest any such lien claim, in which case the Party shall, within such thirty (30)-day period and as a condition precedent to its right to so contest, record a bond executed by a corporation authorized to issue surety bonds in the State of Oregon to the effect that the principal on the bond shall pay the amount of the claim and all costs and attorney fees that are awarded against the land on account of the lien. The bond shall be in such amount as may be required by Oregon law (*see* ORS 87.076(1)) to release the lien from the affected Property.

SECTION 4. INDEMNIFICATION. The parties to this Agreement acknowledge that, to the extent so provided in ORS 105.672 to ORS 105.696, both Grantor and Grantee are immune from liability for injuries incurred on the property by members of the public who access the Easement Area under authority of this Easement. To the extent allowed by Oregon law, and specifically subject to the limitations of the Oregon Tort Claims Act, Grantee shall indemnify, defend, and hold harmless Grantor against all losses and litigation expenses resulting from property damage

and/or personal injuries or death that occur or are alleged to occur as a result of Grantee’s use of the Easement Area or the installation or maintenance of the trail or any improvements constructed in the Easement Area, except to the extent caused by the negligent or wrongful acts or omissions of Grantor.

SECTION 5. INSURANCE. Grantee shall maintain at all times, at its expense, comprehensive public liability insurance and property damage liability insurance in respect of the Easement Area with Two Million and No/100 Dollars (\$2,000,000.00) minimum combined single limit coverage, or its equivalent.

SECTION 6. MISCELLANEOUS.

6.1 Severability. If any provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby. The remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included. It shall not be deemed that any such invalid provision affects the consideration for this Agreement and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

6.2 Taxes. Grantor shall pay when due all real property taxes, assessments, and other charges against the Easement Area. There shall be no right to contribution from Grantee for such items.

6.3 Title. Grantor represents and warrants that Grantor owns the entire fee simple interest in the Easement Area, and has the full power and lawful authority to enter into this Agreement. Grantor further represents and warrants that the Easement Area is not subject to any liens or encumbrances that would prevent Grantor from entering into this Agreement.

6.4 Oregon Law. This Agreement shall be construed in accordance with the laws of the State of Oregon. Venue shall be in Columbia County Circuit Court.

6.5 Notices. All notices, approvals, consents or requests given or made pursuant to this Agreement shall be (a) upon receipt by personal delivery when written acknowledgment of receipt thereof is given, (b) if given by United States mail, certified mail, return receipt requested, with postage prepaid, two (2) days after it is deposited in the mail, or (c) if given by a nationally recognized overnight carrier prepaid for next business day delivery. Notices shall be addressed as follows until a new address for notices shall be designated by notice in the manner provided in this paragraph to all other Parties:

If to Grantor: Ronald Summers
PO Box 1584
Gresham, OR 97030

If to Grantee: City of St. Helens

Attn: City Administrator
City Hall

265 Strand Street
St. Helens, OR 97051

with a copy to: Jordan Ramis PC
Two Centerpointe Drive, 6th Floor
Lake Oswego, OR 97035
Fax: (503) 598-7373

6.6 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

6.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto in regard to the subject matter stated herein. The Parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered by the Parties hereto, or their successors or assigns.

6.8 Duration. Unless otherwise canceled or terminated, the easement and rights granted in this Agreement, and the obligations herein, shall continue in perpetuity.

6.9 Recording. The fully executed original of this Agreement will be duly recorded in the Deed Records of Columbia County.

6.10 Termination. In the event Grantee determines this Agreement will no longer serve a public purpose, Grantee may terminate this Easement Agreement by recording a Termination of Easement with the Columbia County Recorder.

6.11 Legal Effect and Assignment. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. This Easement Agreement may be enforced by an action at law or in equity.

6.12 Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law.

6.13 Nonwaiver. Any failure to enforce any provision of this Agreement will not be deemed a waiver of the right to enforce that provision or any other provision of this Agreement.

6.14 Severability. If any provision of this Agreement is found to be void or unenforceable, it is the intent of the Parties that the rest of the Agreement will remain in full force and effect, to the greatest extent allowed by law.

6.15 Modification. This Agreement may not be modified unless signed by Grantor and Grantee and the modification is recorded.

6.16 Runs with the Land. This Easement Agreement and the rights and obligations contained herein will be perpetual and will run with the land.

6.17 Time of the Essence. Time is of the essence in performance of this Agreement.

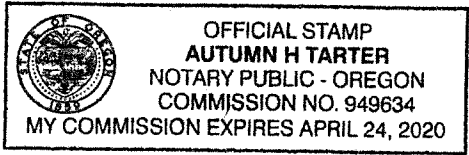
6.18 Representations & Authority. The individual executing this Agreement on behalf of Grantor represents and warrants to Grantee that he/she has the full power and authority to do so on behalf of the Grantor, who is the legal owner of Grantor's Property and to bind said owner to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

GRANTOR
By: Ronald Summers
Name: Ronald Summers
Its: _____

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on January 30, 2017 ^{2018 AHT.} by Ronald Summers as owner of Summers Northwest.



Autumn H. Tarter
NOTARY PUBLIC FOR OREGON
My Commission Expires: April 24, 2020

GRANTEE
CITY OF ST. HELENS, an Oregon municipal corporation

By: _____
Name: _____
Its: _____

STATE OF OREGON)
) ss.
County of _____)

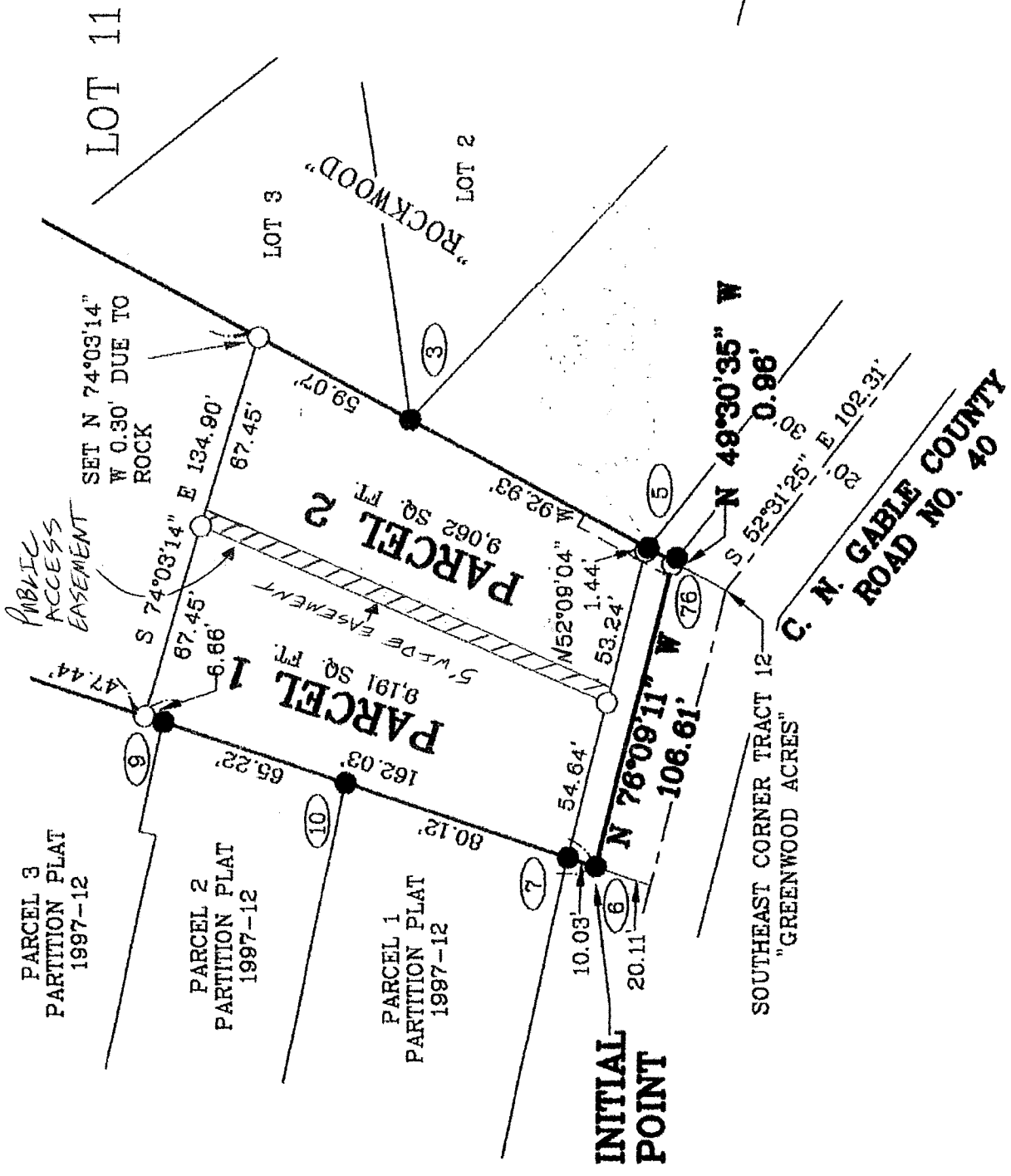
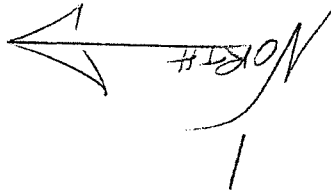
[Acknowledgment Follows on Next Page]

This instrument was acknowledged before me on _____, 2017, by _____ as _____ of the City of St. Helens, an Oregon municipal corporation.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

[Faint, illegible text, likely a stamp or signature]

EXHIBIT "A"



CITY OF ST. HELENS

DATE: March 7, 2018

TO: City Councilors
FROM: Matt Brown – Finance Director
RE: Utility Billing Insert Program

Available to:

- Businesses that have St. Helens Business Licenses
- Non-Profits that operate within the City of St. Helens City Limits

Known Costs:

- The City spends \$3,000 each billing cycle to Print, Fold, Stuff and Mail Utility Bills to 4,500 customers
- Metro Presort will charge the following regarding inserts
 1. Up to 5 pages (8.5x11) are allowed in the mailing without affecting the postage rate
 2. Costs for Printing/Folding/Inserting are:
 - B&W (1 Sided) = \$486
 - B&W (2 Sided) = \$621
 - Color (1 Sided) = \$1,071
 - Color (2 Sided) = \$1,521

STAFF RECOMMENDATION:

Keep in mind that the Utility Billing rates account for items such as mailing. So this is technically paid through by the rates that are offered to Customers. On that note, one discussion to have would be to have a consensus of what the “goal” is through this program.

I would like to keep things as simple as possible. With that in mind, I would propose not having “half-sheets” or “quarter” options for advertising. Doing this would involve additional staff time, likely by our Communications person to manage how it is laid out and any communication between the business and City regarding images, ownership of images, picture quality, graphics, etc.

On that note, I would recommend only allowing full-page advertisements that are created/edited by the business and simply “forwarded” through email to Metro Presort during the mailing process to include when we email billing information.

My recommendation would be recapturing the cost of just the insert and using the costs associated from Metro Presort with a small additional increase for staff time to manage the program and any work on the back end of email/contact with Metro Presort if they are a business and a more at-cost price if they are a non-profit.

My recommendation is as follows:

Item – Per Billing	For-Profit Business	Non-Profit Business
B&W (Single Sided)	\$600	\$500
B&W (Double Sided)	\$750	\$650
Full Color (Single Sided)	\$1,200	\$1,100
Full Color (Double Sided)	\$1,650	\$1,550

REQUESTS FOR PROPOSALS

MUNICIPAL COURT JUDGE

The City of St. Helens is requesting proposals from qualified members of the Oregon State Bar to serve as a Municipal Court Judge for the City of St. Helens. Five (5) copies of the proposals shall be submitted in a sealed envelope with caption "Municipal Court Judge Proposal" and addressed to:

Finance Director
City of St. Helens
PO BOX 278
St. Helens, OR 97051

Proposals may be filed in person or by mail and will be accepted at City Hall until
3:00 PM Wednesday April 13, 2018.

The City reserves the right to reject all proposals, to request additional information concerning any proposal for purposes of clarification and to accept or negotiate any modifications to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City in the sole determination of the City. All inquiries regarding the Request for Proposals and current legal services of the Municipal Court including legal activities and past/current litigation should be directed to the Finance Director at the above address. It is the intention of the City to follow-through and complete this process in a timely manner.

Judicial Duties

The duties include all normal duties of municipal judge acting in that capacity for municipal court. These duties include having arraignments, accepting pleas, and conducting sentencing. The judge may conduct court trials. Infrequently it may be necessary to conduct a jury trial on a separate day from regular court day. The judge also issues warrants, such as bench warrant for criminal non-appearances, review probation reports, and have probation violation hearings.

There are judicial conferences which the judge may attend. The court clerk assists the judge with paperwork and necessary orders. The judge may review court programs, court fines, court charges, and court procedures. The presiding judge may issue court orders establishing the procedure and amount of fees. The judge will help keep the court staff apprised of changes in laws and procedures.

When possible, in-custody arraignments are conducted via video from the jail on regular court day, otherwise the in-custody defendants are brought to the court room for arraignments.

Content of Proposal

Respondent's proposal should include the following items in the following sequence and any additional information you deem relevant:

1. Provide a brief description of your professional experience and qualifications including
 - a. Education
 - b. Employment
 - c. Offices held
 - d. Professional organizations
 - e. Oregon State Bar number
 - f. A resume attachment is optional
2. Identify any experience with municipal law
3. Describe your capability in providing services as Municipal Court Judge
4. Provide a brief description of your judicial philosophy
5. Provide a brief description of various projects that you would anticipate initiating (if any) for the Court
6. Provide a brief description of your philosophy as to the administration of the fines for first and repeat offenders.
7. Provide any other information or comments, which you believe are relevant and will assist the City in making its selection
 - a. Additional questions concerning judicial philosophy, programs, and duties may be asked at an interview after initial reviews. Additional information may be requested in order to conduct a background check.
8. Provide three current letters of recommendation made in specific reference to this position.
9. Specify a flat rate per hour and minimum billing increments. This position within the City is expected to be an hourly-rate position for time worked.

Employment Relationship

The municipal judge will not be eligible to receive any benefits, vacation, or sick-leave. The applicant will be subject to a criminal background check as well as other background checks. Employment with the City in this position requires a pre-employment initial drug screen testing and fingerprinting.

Background

The Municipal Court is established by the City Charter, the municipal court judge is appointed by the mayor with the consent of the council, and the Court is designated a court of record.

The Court provides a local forum for the resolution of City municipal code violations, Oregon motor vehicle law violations, and misdemeanor criminal code violations in St. Helens as cited/investigated by the St. Helens Police Department.

The mission of the Municipal Court is to guarantee all persons accused of violations or crimes their constitutional rights to a fair and speedy judicial process while preserving their dignity, as well as protecting the rights of the citizens of St. Helens. We strive to provide defendants with the tools they need to successfully complete their court requirements.

Court sessions are currently held two days a week (Wednesday & Thursday). Arraignments by video are conducted between the Court and the Columbia County Jail to reduce the number of transports needed by police services. The Court uses pretrial conferences as a tool in adjudicating cases more efficiently. The Court also uses deferred sentencing and diversion agreements, when appropriate.

You may be asked to give your professional opinion and thoughts on changes which may/may not include the City not pursuing City municipal code violations, Oregon motor vehicle law violations, and misdemeanor criminal code violations in St. Helens as cited/investigated by the St. Helens Police Department.

Municipal Court staffing currently is composed of:

- A Contract Municipal Judge that provides services to support court operations three days per week.
- A full time salaried Court Clerk that coordinates the Court schedule, maintains appropriate documentation for a court of record, completes court orders, monitors probation compliance and monitors and process payments of court fines
- A full time salaried Legal Assistant that provides support to both the Court Clerk and City Prosecutor
- A part time hourly City Prosecutor that provides prosecutorial services to the City.
- The Court department is currently supervised by the City Finance Director.

The Legal Assistant will primarily support the Court with operations and collections efforts, but will also be available to provide support to the Contract Prosecutor.

The following is work load indicators. Please note the city anticipates that these statistics may shift based on potential changes being discussed in FY 1718 in the Municipal Court's processes and procedures.

Charges Filed	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	7/1-12/31 FY 17/18	Projected FYEnd
Non-Traffic Misdemeanors	362	358	434	357	369	170	340
Non-Traffic Violations	64	43	45	19	19	22	44
Traffic Misdemeanors	111	82	101	109	158	65	130
Traffic Violations	353	565	464	589	610	378	756
Municipal Code Misdemeanors	0	3	-	-	-	-	-
Ordinance Violations	92	19	16	5	14	8	16
Other (Parking & Miscellaneous)	0	0	3	19	11	6	12
Sub Totals:							
Misdemeanors	473	443	535	466	527	235	470
Violations	509	627	528	632	654	414	828
Total Cases Filed	982	1,070	1,063	1,098	1,181	649	1,298

REQUESTS FOR PROPOSALS

MUNICIPAL COURT PROSECUTOR

The City of St. Helens hereby invites interested attorneys with knowledge of municipal law and processes, as well as trial practice knowledge and experience, to submit written proposals to provide prosecutorial legal services to the City. Five (5) copies of the proposals shall be submitted in a sealed envelope with caption "municipal Court Prosecutor Proposal" and addressed to:

Finance Director
City of St. Helens
PO BOX 278
St. Helens, OR 97051

Proposals may be filed in person or by mail and will be accepted at City Hall until
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The City reserves the right to reject all proposals, to request additional information concerning any proposal for purposes of clarification and to accept or negotiate any modifications to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City in the sole determination of the City. All inquiries regarding the Request for Proposals and current legal services of the Municipal Court including legal activities and past/current litigation should be directed to the Finance Director at the above address. It is the intention of the City to follow-through and complete this process in a timely manner.

Professional Requirements

1. Juris Doctorate degree from an accredited law school
2. Active member of the Oregon State Bar, in good standing with no pending or unresolved disciplinary matters
3. Valid insurance coverage under the Professional Liability Fund
4. At least 3 years of experience in the practice of law involving at least 3 trial experiences from jury selection to verdict.

Skills Required:

1. Establish and maintain professional working relationships with defense attorneys, city employees, police department personnel, city officials, and the public
2. Draft reasoned memoranda in support of motions
3. Develop reasoned persuasive arguments and orally present same in court
4. Analyze and apply legal precedent
5. Negotiate cases on terms in the public interest
6. Create and deliver legal advice in oral and written form to city employees
7. Maintain strict confidentiality of oral and written communications, including confidentiality of Law Enforcement Data System (LEDS) printouts
8. Be generally available to communicate with and answer questions of defense attorneys, city officials and employees, police department personnel, and the public, even on days when Court is not in session
9. Consult with Court Clerk regarding statistical information, such as number of cases filed and outcomes. Draft a mid-year status report for Council (December & June) that outlines thoughts on current status and include any suggestions to help improve the efficiency and customer service aspects of the Court Department from your prospective.

Requested Information

Please note: All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise or incomplete responses can serve only to the disadvantage of the applicant (submission of a resume is optional).

1. Provide a chronology of your employment history beginning in 2007 (earlier if you prefer), up to and including present employment, and include:
 - a. Name of firm / city / agency
 - b. Length of employment
 - c. Specialization (if any)
2. Describe your qualifications for providing prosecutorial legal services; this should include specific criminal law experience.
3. Describe how you would provide the range of specialized services for the City. The St. Helens Municipal Court currently holds court two days a week. Specify a flat rate per hour, minimum billing increments and reimbursable expenses for purposes of extraordinary services as referred to below or potential pro tem services on an as needed basis. It is expected that the services provided under the flat rate would include:
 - a. Review all police reports, related documents and evidence in all cases submitted for municipal prosecution
 - b. Screen all cases and prepare all legal document, including criminal complaints in preparation for prosecution

- c. Negotiate to try cases filed, either to the Court or to a jury
 - d. Prepare and present all necessary pre-trial motions
 - e. Prepare and file all necessary post-trial motions and documents, including orders to show cause and other documents to ensure enforcement of court orders
 - f. Act as police legal advisor and educate St. Helens police officers on changes in the laws and interpretations as required
4. Identify the services or categories of services you would consider to be “extraordinary services” to be provided outside of the flat rate, and the method by which you would alert the City to the need for such services prior to commencement of work thereon.
 5. Identify a competent substitute for backup or pro tem services for the City in the event you are unavailable
 6. Affirm that you would provide professional liability insurance, indemnification of the City, and all renewals and amendments necessary during the pendency of the contract and any extensions.
 7. All proposals should include at a minimum three professional and one personal reference.

Selection of a Municipal Court Prosecutor, approval of contractual arrangement and appointment date and term of contract are in the sole discretion of the City.

Please identify with specificity any portion of your proposal which you are submitting in confidence, as the City will strive to maintain confidentiality of those portions, consistent with the provisions of the Oregon Public Records Act. In addition, please identify with specificity any existing and prospective employers and/or clients which you do not want the City to contact with respect to this RFP.

Employment Relationship

The municipal court prosecutor will not be eligible to receive any benefits, vacation, or sick-leave. The applicant will be subject to a criminal background check as well as other background checks. Employment with the City in this position requires a pre-employment initial drug screen testing and fingerprinting.

Background

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as a tool in adjudicating cases more efficiently. The Court also uses deferred sentencing and diversion agreements, when appropriate.

During the next fiscal year July 2017 – June 2018, there will be ongoing discussions about the purpose and goals of the City’s Municipal Court and its processes. You may be asked to give you professional opinion and thoughts on proposed changes which may/may not include the City not pursuing City municipal code violations, Oregon motor vehicle law violations, and misdemeanor criminal code violations in St. Helens as cited/investigated by the St. Helens Police Department.

Municipal Court staffing currently is composed of:

- A Contract Municipal Judge that provides services to support court operations three days per week. This is also a current RFP and the City’s current contract for Municipal Judge will end as of 7/3/17.
- A full time salaried Court Clerk that coordinates the Court schedule, maintains appropriate documentation for a court of record, completes court orders, monitors probation compliance and monitors and process payments of court fines
- A full time salaried Legal Assistant that provides support to both the Court Clerk and City Prosecutor
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Municipal Code Misdemeanors	0	3	-	-	-		-
Ordinance Violations	92	19	16	5	14	8	16
Other (Parking & Miscellaneous)	0	0	3	19	11	6	12
Sub Total:							
Misdemeanors	473	443	535	466	527	235	470
Violations	509	627	528	632	654	414	828
Total Cases Filed	982	1,070	1,063	1,098	1,181	649	1,298

City of St. Helens
ORDINANCE NO. 3225

AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE
CHAPTER 3.20 REGARDING TRANSIENT ROOM FEES

WHEREAS, St. Helens Municipal Code Chapter 3.20 governs transient lodging taxes and fees;
and

WHEREAS, there have been changes in state laws regarding additional taxes and fees assessed after 2003 under ORS Chapter 320; and

WHEREAS, additional taxes and fees assessed after July 1, 2003 must be utilized pursuant to the limitations of ORS Chapter 320; and

WHEREAS, the St. Helens' economy has benefited from tourism and promotion; and

WHEREAS, the St. Helens' economy will benefit from additional tourism funds to allocate; and

WHEREAS, Travel Oregon has estimated that every dollar spent on advertising generates \$237 in visitor spending.

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

Section 1. Recitations. The above recitations are true and correct and are incorporated herein by this reference.

Section 2. SHMC 3.20 is amended as set forth in Exhibit A to this Ordinance (additional language is underlined and deleted text is shown as ~~strikethrough~~).

Section 3. This Ordinance shall be effective 30 days after its passage.

Read the first time:	March 7, 2018
Read the second time:	March 21, 2018

APPROVED AND ADOPTED by the City Council this 21st day of March, 2018, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

Chapter 3.20
TRANSIENT ROOM FEE

Sections:

- [3.20.010](#) Title.
- [3.20.020](#) Definitions.
- [3.20.030](#) Imposition of fee.
- [3.20.040](#) Exemptions.
- [3.20.050](#) Disposition of revenue, adjustment.
- [3.20.060](#) Collection and use of revenues.
- [3.20.070](#) Administration of chapter.
- [3.20.080](#) Registration of operator – Form and contents – Execution – Certification of authority.
- [3.20.090](#) Collection of fee by operator.
- [3.20.100](#) Monthly reporting and payment – Extension.
- [3.20.110](#) Operator required to keep records.
- [3.20.120](#) Records exempt from disclosure.
- [3.20.130](#) Refunds.
- [3.20.140](#) Delinquency.
- [3.20.150](#) Sanctions.
- [3.20.160](#) Petition for redetermination.
- [3.20.170](#) Appeals to city council.
- [3.20.180](#) Amendments.

3.20.010 Title.

This chapter shall be known as the “transient room fee ordinance.” (Ord. 2843 § 1, 2001)

3.20.020 Definitions.

As used in this chapter the following terms and definitions shall apply unless the context requires otherwise:

“Accrual accounting” means a system whereby the Operator enters the Rent due from a transient on the records when the rent is earned whether or not it is paid.

“Administrator” means the person designated as such by the city.

“Booking Agent” means any person that provides a means through which a host may offer a Hotel for transient lodging occupancy. This service is usually, though not necessarily, provided through an online platform and generally allows a host to advertise the Hotel through a website provided by the Booking Agent’s hosting platform and provides a means for potential users to arrange transient lodging occupancy and payment, whether the transient pays rent directly to the host or to the Booking Agent. Booking Agent’s include, but are not limited to:

1. Online travel booking sites that are involved in the process of listing and booking Hotel occupancy and handling any aspect of the resulting financial transaction; or

2. Online travel booking sites for Transient lodging Occupancy where advertisements of Hotels are displayed; or

3. A hosting or other online site that provides a means through which an Operator, Host or Booking Agent may offer a Hotel for transient lodging occupancy; or

4. Any Person who directly or indirectly accepts, receives or facilitates payment, whether or not they are the ultimate recipient of the payment, including through Application Programming Interfaces (APIs) or other computerized devices where third party providers receive information about a transaction and collect funds for Transient lodging Occupancy from a Transient.

“Cash accounting” means a system whereby the operator does not enter the rent due from a transient on the records until rent is paid.

“City” means the city of St. Helens, Oregon, a municipal corporation.

“Fee” means either the fee payable by the transient, or the aggregate amount of fees due from an operator during the period for which collections must be reported. “Fee” includes the fees imposed by SHMC [3.20.030](#).

“Host” means the owner or individual who resides at a Short-Term Rental or has been designated by the owner or resident of the Short-Term Rental and who rents out the Short-Term Rental for transient lodging occupancy either directly or through the use of a Booking Agent.

“Hotel” means any structure, or any portion of any structure, which is occupied or intended or designed, in whole or in part, for transient occupancy for 30 consecutive calendar days or less, for dwelling, lodging, or sleeping purposes. “Hotel” includes any hotel, inn, tourist home or tourist house, motel, studio hotel, bachelor hotel, boutique hotel, lodging house, rooming house, Short-Term Rental, vacation home or vacation cabin, multi-dwelling structure, accessory dwelling unit, hostel, corporate housing or executive housing space or facility, public or private dormitory, fraternity, sorority, public or private

club, bed and breakfast, or similar structure or portions thereof so occupied, provided such occupancy is for 30 consecutive calendar days or less. Hotel specifically includes a structure or a portion of a structure that is rented out for Transient Occupancy in addition to being used by the owner as a personal residence or for other uses. All Hotels must comply with all local codes applicable to their location and use, including but not limited to zoning and building codes.

“Occupancy” means the use or possession, or the right to use or possession for lodging or sleeping purposes, of any room, or rooms in, or space all or a portion in of a hotel.

“Operator” means:

1. Any person who provides a hotel or any room or rooms for occupancy for periods of thirty (30) days or less to the general public for compensation. Furnishing accommodations can be done via employees, contractors, agents or any other person the hotel consents to allow to process reservations and accept payments from the transient on behalf of the hotel; or the person who is the proprietor of the hotel in any capacity. Where the operator performs functions through a managing agent of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this chapter and shall have the same duties and liabilities as his or her principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall be considered to be compliance by both.
2. Any person that facilitates the reservation of an accommodation and collects the payment for the room reservation from the transient; or
3. Any Transient Lodging Provider, Transient Lodging Intermediary, or Transient Lodging Tax Collector as defined in ORS 320.300; or
4. A Booking Agent as defined in this chapter.

There may be more than one operator for a hotel and each operator is independently responsible for compliance with this chapter though the fee will only be collected once. Operators include, but are not limited to, the hotel owner and/or management, online travel companies, Booking Agents or other online travel facilitators, travel agents or companies, contracted management companies or any other person that secures the right to occupy a room on behalf of the transient and receives payment from the transient for that right whether or not the operator is the ultimate recipient of the payment.

“Person” means any individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, limited liability company, limited liability partnership, host, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

“Rent” means the full consideration charged to the Transient, whether or not received by the operator, for the occupancy of space in a hotel valued in money, goods, labor, credits, property or other consideration valued in money, without any deduction. Rent is considered to be the total amount represented to the Transient by an Operator as the consideration charged for the Occupancy, including any accommodation fees, commissions or similar amounts paid to or withheld by a person that

facilitates the reservation of a room. “Rent” excludes, however, the sale of any goods, services and commodities, other than the furnishing of rooms or room or space in a hotel.

“Rent package plan” means a plan where a single rate or charge is made for the total of food and rent. The amount applicable to rent for determination of a transient room fee under this chapter shall be the same charge made for rent when consideration is not a part of a package plan.

“Room” means each portion of a Hotel that may be rented or is intended to be rented to a separate transient lodger or lodging party, other than rooms containing no sleeping accommodations and intended to be used for purposes other than sleeping and living accommodations, such as meetings, recreation, education, business or other purposes. In rooms with multiple beds where each bed may be rented or is intended to be rented to a separate transient lodger such as bunk or dormitory style rooms, each bed is counted as a room.

“Short-Term Rental” means a house, duplex, multi-plex, apartment, condominium, houseboat, trailer or other residential dwelling where a Person rents Rooms for Transient lodging Occupancy. Generally, a Short-Term Rental is zoned residential or has building occupancy that only allows for residential use.

“Tourism” means the business of attracting and providing services and accommodations to those persons who are traveling for recreational or cultural purposes.

“Transient” means any individual who exercises occupancy or is entitled to occupancy in a hotel for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. The day a transient checks out of the hotel shall not be included in determining the 30-day period if the transient is not charged rent for that day by the operator. Any such individual so occupying space in a hotel shall be deemed to be a transient until the period of 30 days has expired, unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of the ordinance codified in this chapter may be considered. A person who pays for lodging on a monthly basis, irrespective of the number of days in such months, shall not be deemed a transient. (Ord. 3046 § 8, 2007; Ord. 2843 § 2, 2001)

3.20.030 Imposition of fee.

(1) Transient Room Fee. For the privilege of occupancy in any hotel, on and after the effective date of the ordinance codified in this chapter, each transient shall pay a fee in the amount of ~~seven~~ ten percent (10/100th) of the rent charged by the operator.

(2) Payment of Fee by ~~Transient~~ transient.

(a) The Fees imposed pursuant to this chapter constitute a debt owed by the transient to the city, which is extinguished only by payment to the operator or to the city.

(b) The transient shall pay the fees to the operator of the hotel at the time the rent is paid.

(c) If rent is paid in installments, the transient shall pay a proportionate share of the fee to the operator with each installment.

(d) If for any reason the fees due are not paid to the operator of the hotel, the administrator may require that the transient pay such fee(s) directly to the city.

(3) Payment of Fee by Operator. The fee collected or accrued by the operator constitutes a debt owing by the operator to the city. (Ord. 2843 § 3, 2001)

3.20.040 Exemptions.

No fee imposed under this chapter shall be imposed upon:

(1) Time Period. Any occupant who pays for lodging on a monthly basis, irrespective of the number of days in such months;

(2) Minimum Rent. Any occupant whose rent or cash equivalent thereof is less than \$5.00 per day;

~~(3) Private Facilities. Any person who rents a private home, vacation cabin, or like facility from any owner who rents such facilities in addition to such owner's use thereof;~~

~~(4) Care Facilities. Any occupant whose rent is paid for a room or living space in a hospital, medical or mental health clinic, foster home, rehabilitation center, convalescent home, nursing home, or assisted living facility. (Ord. 3054 § 1, 2007; Ord. 2843 § 4, 2001)~~

(4) Government or Public Institutions. Any occupant in a government owned and operated public institution.

(5) Emergency Shelter. Any person housed through an emergency shelter or disaster program where the rent is paid with government assistance funds.

(6) Federal Government Employee. Any Federal Government employee traveling on official government business, who presents an official Government Exemption Certificate or official travel authorization. An exemption may also be granted for direct bills to a Federal Government department, agency or instrumentality. An exemption may not be granted for rents paid by contractors of the Federal Government, even if the occupancy was for a Federal Government employee on official business, and notwithstanding the fact that such rent may be reimbursed by the Federal Government or paid under the contract with the Federal Government.

3.20.050 Disposition of revenue, adjustment.

(1) Adjustment of Fees. Any adjustment of fees, penalties or interest that is necessary to correct a mistake or error in collection or distribution may be made by the administrator at a subsequent collection or disbursement or by the procedure set forth in SHMC [3.20.160](#). (Ord. 2843 § 5, 2001)

3.20.060 Collection and use of revenues.

(1) The transient room fee shall be ten percent (10/100th) of the Rent charged by the Operator. This amount must be remitted to the city as outlined in SHMC 3.20.090, except that the operator may retain ~~one~~ five percent (1/20th) of the total fee collected ~~seven percent fee to defray administration of the fee.~~ This (1/20th) of the total fee collected is intended to help the operator defray the costs associated with the administration of the fee. Records must adequately show that the retained portion is accurate.

(2) The remaining funds will be allocated as follows:

Ninety-one percent (91/100th) ~~six percent of the remaining funds~~ shall be placed in a reserve account in the St. Helens visitors and tourism bureau fund, which shall be called the transient room fee reserve account. Moneys collected may be invested to earn the highest amount of interest legally and reasonably possible from the moneys placed in the account. Moneys in this account can only be used to promote tourism in the city of St. Helens. No administrative fee shall be charged to this account by the city.

Nine percent (9/100th) will be placed in the city's general fund, to help defray administrative costs associated with the tourism bureau, and tourism bureau fund.

(3) *Repealed by Ord. 3046.*

~~(4) It is the intent of this chapter that the moneys collected during the year shall be used, in part, to pay the debt service on a convention center owned and operated by the city. Such convention center and associated land and other improvements would be financed through a low interest loan from the state of Oregon or other appropriate funding source. In addition, the moneys collected would be used to pay for a tourism director who would be hired by the city, either as an employee or through other contractual arrangements, to oversee the operation of the convention center and pay for the maintenance, operation, and upkeep of a convention center. (Ord. 3186 § 2, 2015; Ord. 3046 § 8, 2007; Ord. 2843 § 6, 2001)~~

3.20.070 Administration of chapter.

(1) Appoint Administrator. The city council appoints the city finance director or, in that person's absence, the city administrator, to administer the provisions of this chapter and may delegate to any person the powers, rights, duties, and authority with respect to collections, refunding, and administration of fees imposed under SHMC [3.20.030](#).

(2) Examination of Records, Investigations. The administrator or any person so authorized in writing by the city council may examine, during normal business hours, the books, papers, and accounting records relating to room rents of any operator after 24 hours' written notification to the operator liable for the tax and may investigate the business of the operator in order to verify the accuracy of any return made, or if no return is made by the operator, to ascertain and determine the amount required to be paid. (Ord. 2843 § 7, 2001)

3.20.080 Registration of operator – Form and contents – Execution – Certification of authority.

(1) Registration Required. Every person engaging in, or about to engage in, business as an operator of a hotel in the city limits shall register with the administrator on a form provided by the administrator. The failure to register does not relieve any person from the obligation of payment or collection of the fee.

(2) Period for Registration.

(a) Operators commencing business after the ordinance codified in this chapter is adopted must register within 15 calendar days after commencing business.

(b) The privilege of registering after the date of commencing business shall not relieve any person from the obligation of payment or collection of the transient room fee from the date of commencing business regardless of the date of registration.

(3) Information Required. The operator shall set forth on the registration form the name under which he or she transacts or intends to transact business, any affiliated companies or brands that are associated with the registration, the location of the place or places of business, and such other information to facilitate the collection of the fee as the administrator may require. The operator shall sign the registration.

(4) Fire/Safety/Health Inspection.

(a) At the time of initial application for registration of a Short-Term Rental, the applicant must schedule an inspection with the Building Official or designee, and pay an initial inspection fee of \$125.00. The purpose of this inspection is to assure conformance of the Short-Term Rental with the State of Oregon Residential Specialty Code, the Uniform Housing Code and the Uniform Fire Code regulations related to potential safety issues and to establish maximum occupancy, including but not limited to an approved means of egress from every bedroom. The applicant is responsible for obtaining septic approval from DEQ and providing said documentation to the City. Applicants must correct any identified deficiencies within 180 days before a certificate will be issued. A follow-up inspection is included in the initial fee. Any further inspections will cost \$50.00 each.

(b) Every year, the City will conduct a re-inspection of Short-Term Rentals. A re-inspection fee of \$50.00 will be charged. Failure to correct any identified deficiencies within thirty (30) days of the Building Inspector's notification of required alterations may result in the revocation of the certificate.

(4)(5) Certification. The administrator shall use his or her best efforts to issue, within 10 days of receiving the registration form, a certificate of transient occupancy registration to the registrant to collect the fee from the occupant, together with a duplicate thereof for each additional place of business of each registrant.

(5)(6) Contents of Certificate. At a minimum, the certificate shall state the following information:

(a) The name of the operator;

(b) The address of the hotel;

(c) The date upon which the certificate was issued;

(d) The following statement:

This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the City of St. Helens Transient Room Fee Ordinance by registration with the Administrator for the purpose of collecting from transients the room fee imposed by the City of St. Helens and remitting said fee to the Administrator. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business or to conduct any lawful business in an unlawful manner, or to operate a hotel without strictly complying with all local applicable laws. This certificate does not constitute a permit.

(6)(7) Display and Transfer of Certificate.

(a) Each certificate and duplicate shall be prominently displayed in the hotel to which it is applicable so as to be seen and come to the notice readily of all occupants and persons seeking occupancy.

(b) No operator may assign or transfer the hotel's certificate, but shall surrender it immediately to the administrator upon the cessation of business at the named location or upon its sale or transfer. (Ord. 3054 § 2, 2007; Ord. 2843 § 8, 2001)

3.20.090 Collection of fee by operator.

(1) Operator to Collect Fee From Transient. Unless otherwise exempted by this chapter, every operator shall collect the fee from the transient at the time the transient pays the rent.

(2) Incremental Fee Schedule. For rent collected on portions of a dollar, the fee shall be collected according to the schedule below:

Amount of Incremental Rent	Amount of Incremental Fee
\$0.05 through \$0.14	\$0.01
\$0.15 through \$0.29	\$0.02 <u>0.03</u>
\$0.30 through \$0.44	\$0.03 <u>0.04</u>
\$0.45 through \$0.59	\$0.04 <u>0.06</u>
\$0.60 through \$0.74	\$0.05 <u>0.07</u>
\$0.75 through \$0.89	\$0.06 <u>0.09</u>

Amount of Incremental Rent	Amount of Incremental Fee
\$0.90 through \$1.00	\$0.07 <u>0.10</u>

(3) Waiving Fee Prohibited. Operators may not advertise or allow that any part of the fee will be assumed or absorbed by the operator, or that it will not be added to the rent or, if added, that any part of it will be refunded, except in the manner provided by this chapter. (Ord. 2843 § 9, 2001)

3.20.100 Monthly reporting and payment – Extension.

(1) Report and Payment. On or before the fifteenth day of the month following each calendar month, every operator shall report the rents paid to the operator during the preceding month and pay the amount of fees due on forms prescribed by the administrator.

(2) Returns to Be Signed. Returns shall be signed by the operator required to file the return or by his or her authorized agent.

(3) Information Required. Returns required under this section shall contain such information as the administrator deems necessary for the proper administration of this chapter.

(4) Remittance. The operator liable for filing the return required under this section shall deliver the return together with the fee due to the city of St. Helens. Delivery must be in person or by first class mail.

(5) Other Reporting and Payment Periods. For the purpose of the administration, payment, or collection of the fees imposed under this chapter, the administrator may, upon written request, permit or require returns or fee payments on other than a monthly basis; however, no operator may change the reporting system required under this section without the prior written authorization of the administrator.

(6) Extension.

(a) The administrator may, upon written request received on or before the due date of the return or fee, for good cause satisfactory to the administrator, extend the time for filing the return or paying the fee for a period not to exceed 30 days.

(b) Any operator to whom an extension is granted and who pays the fee within the period for which the extension is granted shall pay, in addition to the fee, simple interest at the rate of 10 percent per annum from the date on which the fee would otherwise have been due.

(7) No Exceptions. A report and a fee return are required for each reporting period even though there may be no rents due or payable to the hotel of the operator during the preceding month, nor any fees due.

(8) Failure to File Reports. If an operator fails to make a report of the information required by this section within the time and manner prescribed, the administrator may examine the books, records, and files of the operator to determine the fee due on the rents, as provided by this chapter.

(9) Special Determination and Collection – Operator Delay.

(a) The administrator may make a special determination of the fee amount and may make that amount due and payable immediately; provided, that:

(i) The administrator reasonably believes that delay may jeopardize either the collection of any amount of any fee, or the determination of that fee amount; and

(ii) The purpose of the collection is noted on the special determination.

(b) The administrator shall serve notice of the special determination to the operator in person or, if by first class mail, at the operator's last known address as shown on the administrator's records.

(c) The operator shall pay the determined amount to the administrator immediately upon receiving notice of the special determination.

(d) After making the required payment, but within 14 days of receiving notice of the special determination, the operator may appeal the decision by filing a petition for redetermination with the administrator, pursuant to SHMC [3.20.160](#). (Ord. 2843 § 10, 2001)

3.20.110 Operator required to keep records.

(1) Separate Accounting. Every operator shall state the fee imposed under this chapter separately on room receipts and shall account for such fees separately in the hotel's records.

(2) Recordkeeping. Every operator liable for the reporting or payment of the fee imposed under this chapter shall keep such records, receipts, and other pertinent documents in such form as the administrator may require.

(3) Three-Year Minimum – Exception. Every operator shall keep such records for not less than three years, unless the administrator issues written authorization to destroy them sooner. (Ord. 2843 § 11, 2001)

3.20.120 Records exempt from disclosure.

(1) Policy. Pursuant to ORS [192.502](#)(16) and except as provided by subsection (2) of this section, no city of St. Helens employee or agent, and no employee or agent of cities participating by ordinance or resolution under this chapter, may disclose the records, reports, and returns required by this chapter to be submitted to or inspected by the city to allow it to determine the amount of any transient fee payable or the amount of such fees paid, to the extent that such information is in a form that would permit identification of the individual concern or enterprise.

(2) Authorized Use.

(a) Nothing in this section shall limit the use which the city may make of such information for regulatory purposes, or the admissibility of such information in any enforcement proceedings.

(b) In the event that the payment or delivery of fees imposed under this chapter is delinquent by more than 60 days, the city shall disclose, upon the request of any person, the following information:

(i) The identity of the individual concern or enterprise that is delinquent more than 60 days in the payment or delivery of the fees;

(ii) The period for which the fees are delinquent; and

(iii) The actual or estimated amount of the delinquency. (Ord. 2843 § 12, 2001)

3.20.130 Refunds.

(1) Operator's Fee Refunds. Whenever an operator has paid the amount of any fee, penalty, or interest more than once, or the administrator has erroneously or illegally collected or received it under this chapter, it may be refunded; provided, that the operator first files a petition for redetermination and refund with the administrator, pursuant to SHMC [3.20.160](#). In addition to any other requirements imposed by this chapter, the petitioner shall state the specific reason upon which the claim is founded and file the petition within three years from the date of overpayment. All refunds shall be charged to the transient room fee reserve account.

(2) Transient Fee Refunds. Whenever the fee required by this chapter has been collected by the operator, and deposited by the operator with the administrator, and it is later determined that the fee was erroneously or illegally collected or received by the administrator, it may be refunded by the administrator to the transient; provided, that the transient, or the administrator or other person acting in the transient's behalf first files a petition for redetermination and refund with the administrator, pursuant to SHMC [3.20.160](#). In addition to any other requirements imposed by this chapter, the petitioner shall state the specific reason upon which the claim is founded and file the petition within three years from the date of the overpayment. All refunds shall be charged to the transient room fee reserve account. (Ord. 2843 § 13, 2001)

3.20.140 Delinquency.

Unless an operator obtains an extension pursuant to SHMC [3.20.100](#)(6), the operator becomes delinquent with respect to this chapter any time the operator fails:

(1) Improper Reporting. To submit his or her reports completely and accurately, on time or as otherwise required by this chapter; or

(2) Improper Payment. To remit his or her fee payment fully, on time, or as otherwise required by this chapter. (Ord. 2843 § 14, 2001)

3.20.150 Sanctions.

An operator who is delinquent may be subject to one or more of the following sanctions:

(1) Inadequate or Untimely Reporting. If an operator is delinquent in submitting reports, the administrator may take one or both of the following measures:

(a) Examine the operator's books, records, and files in order to compute the fee due on the rents, as provided for by this chapter.

(b) Assess the fee at no more than twice the amount estimated to be due and add a penalty of 10 percent of the amount of the fee assessed. This penalty shall be in addition to all other penalties. The additional fee and 10 percent penalty provided for in this subsection may be assessed if the operator in question has failed to report or make payments within the previous 12-month reporting period.

(c) The Administrator may also impose a civil penalty of up to \$500 for each violation of this chapter.

(2) Inadequate or Late Payments. If an operator is delinquent in making fee payments:

(a) The administrator may assess interest payments on the outstanding fee accounts at a rate of 10 percent per annum from the date due until the date of payment.

(b) These fees shall operate as a first lien and privilege on the hotel and its personal property, which lien and privilege shall follow the hotel into the hands of these persons whether in good or bad faith, and the city of St. Helens may place a lien upon the property.

(3) Notice and Payment. Once the administrator determines that an operator is delinquent and is subject to the sanction or sanctions imposed by subsections (1) and (2) of this section, the administrator shall give that operator a written notice of the delinquency.

(a) The notice may be served personally or by mail, and if by mail, the notice shall be sent by certified mail and addressed to the operator at the last known address as it appears in the records of the administrator. In case of service by mail of any notice required by this chapter, the service is complete when the city administrator, or his authorized agent or designee, signs a certificate of mailing, or three days after the mailing if mailed to an address within the state.

(b) Except in the case of fraud, or intent to evade the provisions of this chapter, every deficiency determination shall be made and notice thereof mailed within three years after the last day of the month following the close of the monthly period for which the amount is proposed to be determined or within three years after the return is filed, whichever period expires later.

(c) The amount stated in the determination shall become due and payable immediately upon receipt of notice. Such determination shall become final unless the operator files a petition for redetermination pursuant to SHMC [3.20.160](#).

(4) Court Action to Collect Delinquent Amounts. At any time within three years after any fee or any amount of fee required to be collected becomes due and payable or at any time within three years after any determination becomes final, the administrator may bring an action in the courts of this state, or any other state, or of the United States in the name of the city to collect the amount delinquent, together with penalties and interest. In the case of the filing of a false or fraudulent return with the intent to evade this chapter, or willful refusal to collect and remit the fee, a deficiency determination may be commenced, at any time and is not subject to the three year limitation. (Ord. 3054 § 3, 2007; Ord. 2843 § 15, 2001)

(5) Attorney Fees. Should the city prevail in any legal proceedings in any state or federal court to collect the taxes, penalties and interest assessed in accordance with this chapter, the City shall be entitled to its reasonable costs and attorney fees.

3.20.160 Petition for redetermination.

(1) Petition for Redetermination. Any operator who receives a notice of determination or delinquency may petition the administrator for redetermination. The petitioner may request an oral hearing on the matter by stating this request on the petition.

(2) Requirements for Filing. The petition for redetermination allowed under this section must be received by the administrator no more than 14 days after the administrator serves the notice of delinquency or determination. It must be on a form supplied by the administrator or it must state substantially the same information. However, no petition for redetermination shall be effective for any purpose unless the operator has first paid any and all fees and interest due and payable on the account.

(3) Hearing. In the event of an oral hearing, the administrator shall give the petitioner a 10-day written notice of the time and place of the hearing. The administrator may continue the hearing from time to time, as may be necessary.

(4) Redetermination. After reconsidering his or her determination, the administrator shall prepare a decision in writing and shall serve notice of this decision to the petitioner by first class mail. Service shall be complete when the city administrator, or his authorized agent or designee, signs a certificate of mailing, or three days after the mailing if mailed to an address within the state.

(5) Amount of Fee Determination Subject to Change. As a result of the redetermination, the administrator may increase or decrease the amount of the delinquency of determination. If an increase is established, it shall be due and payable immediately after the decision is made. If a decrease is established, the administrator shall refund the amount or credit it to the operator, or the hotel's assignees or executors.

(6) Redetermination is Final – Appeal. The decision of the administrator upon a petition for redetermination becomes final, unless within 14 days following the service of such notice the petitioner files an appeal of the redetermination with the city council pursuant to SHMC [3.20.170](#). (Ord. 3054 § 4, 2007; Ord. 2843 § 16, 2001)

3.20.170 Appeals to city council.

A petitioner affected by the redetermination of the administrator may appeal to the city council by filing a notice of appeal with the administrator within 14 days of the service of the redetermination. The administrator shall transmit the notice of appeal, together with the file of the appealed matter, to the city council which shall fix a time and place for hearing such appeal. The city council shall give the appellant not less than 14 days' written notice of the time and place of hearing. The city council shall consider the matter de novo and may approve, revise, or remand the administrator's redetermination. The city council's decision shall be by written order and shall be subject to writ of review proceedings pursuant to ORS [34.010](#) et seq. (Ord. 2843 § 17, 2001)

3.20.180 Amendments.

Amendments to this chapter shall only be made by a four-fifths majority vote of the city council. (Ord. 2843 § 18, 2001)

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]



Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

Subject: **Administration & Community Development Dept. Report**

Date: March 7, 2018

Planning Division Report attached.

Business License Reports attached.

CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



To: City Council
From: Jacob A. Graichen, AICP, City Planner

Date: 02.27.2018

This report does not indicate all *current planning* activities over the past report period. These are tasks, processing and administration of the Development Code which are a weekly if not daily responsibility. The Planning Commission agenda, available on the City's website, is a good indicator of *current planning* activities. The number of building permits issued is another good indicator as many require Development Code review prior to Building Official review.

PLANNING ADMINISTRATION

Prepared initial department budget as the budget season begins once again.

Associate Planner attended a Columbia County pre-application meeting for potential use of mostly vacant property at the corner of US30 and Pittsburg Road.

Conducted a pre-application meeting for a potential metal fabrication shop along Old Portland Road across the road from McCormick Park.

I attended the bi-annual Oregon City Planning Directors Association conference.

DEVELOPMENT CODE ENFORCEMENT

Associate Planner and Code Enforcement officer working on an unauthorized conex box in the Houlton area.

ST. HELENS RIVERFRONT CONNECTOR PLAN (TGM FILE NO. 2D-16)

Cost match report provided to ODOT at the end of last month.

Reviewed drafts of technical memos 1 – 5 and revised Vision and Goals and Guiding Principles documents for this effort. Really added some staff hours to the grant match with this.

Advisory committee meeting #2 will occur in March.

PLANNING COMMISSION (& acting HISTORIC LANDMARKS COMMISSION)

February 13, 2018 meeting (outcome): The Commission recommends approval to the Council of an annexation of property at 2130 Gable Road. The Council will see this on March 7th. The Commission also approved a 2-parcel Land Partition and Variance at 321 Tualatin Street.

March 13, 2018 meeting (upcoming): The Commission will conduct a public hearing for Planned Development overlay zone designation for property at and around 34759 Sykes Road. This adds flexibility to subdivision standards (in this case).

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Routine data updates.

ASSOCIATE PLANNER—*In addition to routine tasks, the Associate Planner has been working on:*

See attached.

Jacob Graichen

From: Jennifer Dimsho
Sent: Thursday, February 22, 2018 4:36 PM
To: Jacob Graichen
Subject: February Planning Department Report

Here are my additions to the February Planning Department Report.

GRANTS

1. OPRD – Recreational Trails Program – Grant program contract is forthcoming. Began research on restroom facility options (including auto locking door technology), signs, bollards, and other project aspects
2. OPRD – Veterans Memorial Grant –Continued to refine design with Lower Columbia Engineering.
3. TGM – Riverfront Connector Plan – Planned date for second COOLPPL meeting. Reviewed technical memos and other materials and provided comments in preparation for the next meeting.
4. EPA CWA Grant – Kickoff meeting with MFA. Reviewed scope of work for BWP landfill site with EPA coordinator. Worked on forming a Brownfield Advisory Committee & selecting date/time for the kickoff meeting.
5. Parks & Recreation Programming – Reached out to Ford Family Foundation to determine which program fit best for our upcoming parks & recreation program. Decided to limit the scope of work for summer programming and apply for the Children, Youth & Families Program. Began narrative work on grant, including two letters of support (school district/public health).
6. Created a list of potential historic facade grants and their timelines for City Hall renovations, including window replacement
7. Submitted National Recreation & Parks Association (NRPA) Grant Application (Due March 1) for 30k toward a nature playground in Godfrey Park – Received letter of Support from Parks Commission on Feb. 12. Notice of award if successful to come by May 30.

MISC

8. Completed a volunteer Interest form for the Crown Zellerbach Trail Advisory Committee with the County
9. Reviewed St. Helens Vision Plan Proposal and provided comments
10. Served as a phone call reference for two of the PSU MURP students and for Rhiza A+D
11. Attended County Pre-App on 2/22 for used auto sales on US30
12. Worked through multiple Granicus issues with Planning Commission minutes creation and uploading archived videos/minutes to website


Jenny Dimsho

Associate Planner
City of St. Helens
(503) 366-8207
jdimsho@ci.st-helens.or.us

BUSINESS LICENSE REPORT

City Department Approval: February 5, 2018

The following occupational business licenses are being presented for City approval:

Signature: 
Date: 2/21/18

RESIDENT BUSINESS – RENEWAL 2018

<input type="checkbox"/>	Alicia Evans	Massage Therapy
<input type="checkbox"/>	Alliance Automotive & Exhaust	Auto Repair
<input type="checkbox"/>	*Badass Bitch PR	Public Relations, Marketing, Advertising, Cons.
<input type="checkbox"/>	Barlow Bikes & Boards	Bike Sales & Service
<input type="checkbox"/>	Bemis Printing LLC	Printing
<input type="checkbox"/>	*Bridget Rapoza	Apparel Sales
<input type="checkbox"/>	*Carol Winn	Internet Buy/Sell, Sell Artwork Locally
<input type="checkbox"/>	Cascades Tissue Group - Oregon	Paper Manufacturing
<input type="checkbox"/>	*Cheri Elliott Domestic Goddess Clean	Cleaning Business
<input type="checkbox"/>	Chris Products Inc.	Office for Wholesale Distribution & Retail
<input type="checkbox"/>	Christian Heil	Retail and Artworks
<input type="checkbox"/>	Columbia Audio Specialists Inc.	Sales & Service of AV Equipment
<input type="checkbox"/>	Columbia Funeral Home	Funeral Home
<input type="checkbox"/>	Columbia River BMX	BMX Racing
<input type="checkbox"/>	Columbia Shores Financial Inc.	Financial Services
<input type="checkbox"/>	Columbia Theatre	Theater
<input type="checkbox"/>	Control Solutions Inc.	Sales/Service Data Loggers
<input type="checkbox"/>	*Cutting Edge Tree Service LLC	Tree Trimming/Removal/Stump Grinding
<input type="checkbox"/>	Deborah Houben	Teacher
<input type="checkbox"/>	Dianna's Formal Affair	Formal Wear - Apparel
<input type="checkbox"/>	Digital Graphiti Printing LLC	Printing
<input type="checkbox"/>	*Doug Wilson Remodel & Construction	Construction
<input type="checkbox"/>	Earthly Angel Heavenly Touch	Beauty & Health
<input type="checkbox"/>	Eaton's Tire & Auto Repair	Tires & Service
<input type="checkbox"/>	Edison & Ives	Selling New & Used Items
<input type="checkbox"/>	*Flowers 4 U	Florist Retail
<input type="checkbox"/>	*Gartman Remodeling & Contr.	Residential Construction
<input type="checkbox"/>	Hiebert, Smith Dental Group PC	Dental Office
<input type="checkbox"/>	*Hob Nob Brewery	Nano Brewery
<input type="checkbox"/>	Jilly's Again	Retail Clothing
<input type="checkbox"/>	Kalberer's Mediation	Mediation
<input type="checkbox"/>	La Vita Bella Therapeutic Massage & BW	Massage Therapy
<input type="checkbox"/>	Law Office of Maurice W. Cassidy LLC	Attorney/Legal Services
<input type="checkbox"/>	Lessard Strength and Conditioning	Fitness
<input type="checkbox"/>	*Lorraine Brinkerhoff	Mobile Pet Sitting

*Denotes In-Home Business

<input type="checkbox"/>	Mailboxes Northwest	Mailing Services
<input type="checkbox"/>	Mary Foster	Resale
<input type="checkbox"/>	Mary Jane Creations 247	Handmade Jewelry
<input type="checkbox"/>	Maye Martial Arts	Martial Arts School
<input type="checkbox"/>	Meredith Reading Fitness & Yoga	Fitness/Wellness
<input type="checkbox"/>	Michael Bernstein	Secondhand
<input type="checkbox"/>	NW Motoring LLC	Auto Brokerage/Sales
<input type="checkbox"/>	Oregon Trail Lanes	Bowling Center
<input type="checkbox"/>	Pacific Stainless Products	Manufacturing
<input type="checkbox"/>	Pet Palace	Pet Grooming
<input type="checkbox"/>	*Progressive Movement Productions	Videography
<input type="checkbox"/>	Robert L. Salisbury, Attorney at Law PC	Attorney's Office
<input type="checkbox"/>	The Roof	Eatery
<input type="checkbox"/>	Route 30 Liquidators	Secondhand Store
<input type="checkbox"/>	Roythai	Restaurant
<input type="checkbox"/>	*Run Wild Graphics	Custom Designs Applied to Glassware/Apparel
<input type="checkbox"/>	*Running Dogs Brewery	Brewery
<input type="checkbox"/>	Ruthie's	Resale
<input type="checkbox"/>	Scandalous Hair Design	Beauty Salon
<input type="checkbox"/>	St. Helens Veterinary Clinic	Veterinary Clinic
<input type="checkbox"/>	Storage Pal LLC	Outdoor Storage
<input type="checkbox"/>	*Suns Horizon	Landscaping/Masonry
<input type="checkbox"/>	*Superior Building Maintenance	Janitorial
<input type="checkbox"/>	Tap into Wine LLC	Retail Wine Store
<input type="checkbox"/>	Tea Time LLC	Tea Shop and Supplies
<input type="checkbox"/>	Tetraskale Inc.	T-shirts/Games/Merchandise
<input type="checkbox"/>	Vault Elite Cheer	Tumble & Cheer Gym
<input type="checkbox"/>	The Village Inn Restaurant & Motel 6	Restaurant & Lounge
<input type="checkbox"/>	*Wheless Construction	Construction
<input type="checkbox"/>	William P.E. Moore, DMD, LLC	Pediatric Dental Clinic

RESIDENT BUSINESS – NEW 2018

<input type="checkbox"/>	C. Seger 215 S. 1 st Street	Secondhand
<input type="checkbox"/>	Phone Text LLC 555 S Columbia River Hwy, Suite A	Phone Retail

NON-RESIDENT BUSINESS - 2018

<input type="checkbox"/>	Advanced Finishing Systems	Painting Equip & Parts Resale
<input type="checkbox"/>	Air Pro heating & Cooling LLC	HVAC Systems

*Denotes In-Home Business

<input type="checkbox"/>	All About Drywall, INC	Drywall
<input type="checkbox"/>	Amusement Services	Video Arcade Games/ATM's
<input type="checkbox"/>	Bachofner Electric LLC	Electrical Contractor
<input type="checkbox"/>	Beaver Tree Services INC	Contractor (Trees)
<input type="checkbox"/>	Best Quality Construction INC	Finish Carpentry
<input type="checkbox"/>	Carolyn Jenkins Painting	Maintenance Property
<input type="checkbox"/>	Crestwood, INC	Custom Cabinets
<input type="checkbox"/>	Dan's Top Notch Sheet Metal INC	HVAC
<input type="checkbox"/>	DS Services of America, INC.	Bottle Water & Coffee Delivery
<input type="checkbox"/>	Emmert Industrial Corp	House Moving & Assoc. SVS
<input type="checkbox"/>	E2C Corp.	Event Coordination
<input type="checkbox"/>	Fire Systems West, INC	Fire Protection Contractor
<input type="checkbox"/>	Gordon Family Plumbing LLC	Plumbing Contractor
<input type="checkbox"/>	Hamer Electric, INC.	Electrical Contractor
<input type="checkbox"/>	Hardcore Construction, LLC	Concrete Construction
<input type="checkbox"/>	Harder Mech. Contractors, INC	General Contractor
<input type="checkbox"/>	Hawk & Wolf Columbia Couriers, LLC	Delivery Service – Food
<input type="checkbox"/>	Ison Transportation Inc.	Marine Towing
<input type="checkbox"/>	John Luttrell Construction	Construction
<input type="checkbox"/>	Juan's Yard Maintenance	Yard Maintenance
<input type="checkbox"/>	Kneeland Brothers LLC	General Construction
<input type="checkbox"/>	Lakeside Heating and Cooling	Heating and Cooling
<input type="checkbox"/>	Muhly's Garage Doors	Garage Door Install, Service & Repair
<input type="checkbox"/>	Northstar Alarm Services	Security Alarm System
<input type="checkbox"/>	Northstar Quality Construction	General Contractor
<input type="checkbox"/>	Passing Thoughts Productions	Video Production
<input type="checkbox"/>	Performance Contracting, INC.	Specialty Contracting
<input type="checkbox"/>	Portland Electric LLC	Electrical Contractor
<input type="checkbox"/>	R.A. Construction, INC.	General Contractor
<input type="checkbox"/>	Reser's Fine Foods, INC.	Wholesale/Food Distribution
<input type="checkbox"/>	Reynolds Land Surveying, INC.	Land Surveying
<input type="checkbox"/>	Roto-Rooter Plumbing & Service Co	Plumbing/Sewer/Drain Services
<input type="checkbox"/>	Secure Pacific Corp	Sell, Install & Svc Integrated Security Systems
<input type="checkbox"/>	Sky Heating & A/C, INC.	HVAC
<input type="checkbox"/>	Sunbelt Rentals, INC.	Equipment Rental/Sales/Delivery
<input type="checkbox"/>	Terminix International	Pest Control
<input type="checkbox"/>	Twin City Service	HVAC/R Install/Service
<input type="checkbox"/>	Unifirst Corp.	Industrial Laundry
<input type="checkbox"/>	Universal Drywall, INC.	Drywall Application/Finish
<input type="checkbox"/>	Univar USA INC	Chemical Distributor
<input type="checkbox"/>	Westside Drywall, INC	Drywall Installation
<input type="checkbox"/>	Wayne Mayo Construction	Construction - Remodel

*Denotes In-Home Business

RENTALS - 2018

- | | | |
|--------------------------|--------------------------------------|---|
| <input type="checkbox"/> | By the Sea X, LLC | Residential Rentals |
| <input type="checkbox"/> | H.M. Rentals (Residential) | Residential Rentals |
| <input type="checkbox"/> | MM Properties | Residential Rentals |
| <input type="checkbox"/> | Pam Powell Rentals | Residential Rentals |
| <input type="checkbox"/> | Tanglewood On Columbia/Locke | Residential Rentals – Apartment Rentals |
| <input type="checkbox"/> | The Village Inn Restaurant & Motel 6 | Residential Rentals - Motel |
| <input type="checkbox"/> | The Village Inn Restaurant & Motel 6 | Residential Rentals - RV Park Studios |
| | | |
| <input type="checkbox"/> | H.M. Rentals (Commercial) | Commercial Rentals |


MISCELLANEOUS - 2018

- | | | |
|--------------------------|-----------------------------------|-------------------------------|
| <input type="checkbox"/> | All Hours Heating and Cooling LLC | HVAC Contractor – 7 Day |
| <input type="checkbox"/> | Snap Handyman & Remodeling | Remodeling & Handyman – 7 Day |

BUSINESS LICENSE REPORT

City Department Approval: February 20, 2018

The following occupational business licenses are being presented for City approval:

Signature: <u></u>
Date: <u>2/21/18</u>

RESIDENT BUSINESS – RENEWAL 2018

- | | | |
|--------------------------|---------------------------------|--------------------------------------|
| <input type="checkbox"/> | Abby's Business Center, INC | Consulting |
| <input type="checkbox"/> | Bracing CPA PC | Accounting/CPA |
| <input type="checkbox"/> | Double D Contracting CO | Contracting & Residential Remodeling |
| <input type="checkbox"/> | Georgia Ford (Vendor) | Selling Secondhand |
| <input type="checkbox"/> | Heather Epperly Agency INC | Insurance |
| <input type="checkbox"/> | *Holmes Heating & Cooling | HVAC |
| <input type="checkbox"/> | iImages Thru the Lens LLC | Digital Construction Photography |
| <input type="checkbox"/> | James D. Huffman | Legal Office |
| <input type="checkbox"/> | *Kenneth Kondrasky Construction | Home Repair |
| <input type="checkbox"/> | Miss Organics | Recreational Marijuana Dispensary |
| <input type="checkbox"/> | Sweet Relief St. Helens | Cannabis Retail |
| <input type="checkbox"/> | Valentinas | Deli & Beverages & OR Lottery |

RESIDENT BUSINESS – NEW 2018

- | | | |
|--------------------------|--|---------------------------|
| <input type="checkbox"/> | Forest Park Adult Care Home
124 Forest Park Dr. | Adult Foster Home |
| <input type="checkbox"/> | David Karcher
215 S 1 st St. | Antiques and Collectibles |

NON-RESIDENT BUSINESS - 2018

- | | | |
|--------------------------|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> | All in the Family | Landscape Maintenance |
| <input type="checkbox"/> | American Sprinklers, INC | Fire Protection |
| <input type="checkbox"/> | Arthur B Conner | Painting |
| <input type="checkbox"/> | Art Cortez Construction INC | General Contractor |
| <input type="checkbox"/> | Artisan Concrete Design & Const, INC | Concrete Design & Construction |
| <input type="checkbox"/> | Assured Air Comfort INC. | Mechanical Contractor |
| <input type="checkbox"/> | CAS Construcion LLC | Concrete Flatwork |
| <input type="checkbox"/> | Comfort Construction | General Construction |
| <input type="checkbox"/> | Cook Security Group | Fincnacial Security Equip Install/SVC |
| <input type="checkbox"/> | Cozy Lawn Maintenance | Landscape Maintenance |

*Denotes In-Home Business

<input type="checkbox"/>	DTS Systems INC	Fire Life Safety
<input type="checkbox"/>	GLV Enterprise INC	Window & Door Replacement
<input type="checkbox"/>	Grumpy's Towing	Towing/Recovery
<input type="checkbox"/>	Hamman, INC	Garage Door Repair and Install
<input type="checkbox"/>	Kennedy Jenks Consultants INC	Consulting Engineers & Scientists
<input type="checkbox"/>	Kessi Construction INC	Construction
<input type="checkbox"/>	K, L, & C	General Contractor
<input type="checkbox"/>	The Library Corporation	Integrated Library Automation
<input type="checkbox"/>	Maletis Beverage	Wholesale Beverage Distributor
<input type="checkbox"/>	Northwest Mechanical Contracts LLC	Mechanical Contractor
<input type="checkbox"/>	Oregon-Aire INC	HVAC Commercial Contractor
<input type="checkbox"/>	Paul's Tree Care	Tree Service
<input type="checkbox"/>	Pepsi Beverages Company	Beverage Vendor
<input type="checkbox"/>	Rick Boyer Drywall	Drywall Construction
<input type="checkbox"/>	Utilize I.T. INC	Computer Consulting
<input type="checkbox"/>	West-Meyer Fence INC.	Fence Contractors

MISCELLANEOUS - 2018

<input type="checkbox"/>	Nature Commode/The Give Back LLC	7-Day (Nature Commodes)
<input type="checkbox"/>	Clarissa Marsh	Change of Address