



CITY COUNCIL REGULAR SESSION

Wednesday, August 15, 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 Regular Session to Order - 7:00 p.m.**
2. **Pledge of Allegiance**
3. **Presentation of State Level Award for "If I Were Mayor..." Student Contest**
4. **Visitor Comments - Limited to five (5) minutes per speaker**
5. **Deliberations - Appeal of Denial of a Conditional Use Permit (Lee/Lucas)**
6. **Deliberations - Text Amendments to St. Helens Community Development Code**
7. **Ordinances - Final Reading**
 - 7.a. Ordinance No. 3228: An Ordinance to Annex and Designate the Zone of Certain Property at 60110 and 60120 Barrick Lane
[Ord No 3228 - Annex 60110 & 60120 Barrick Lane PENDING 081518.pdf](#)
 - 7.b. Ordinance No. 3230: An Ordinance to Amend St. Helens Municipal Code Chapter 5.30 Regarding Community Impact Agreements for Retail Marijuana Related Businesses
[Ord No 3230 - Repeal Marijuana Community Impact Agreement PENDING 081518.pdf](#)
8. **Resolutions**

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.**

- 8.a. Resolution No. 1826: A Resolution Adopting a Universal Fee Schedule, and Superseding Resolution No. 1810
[Res No 1826 - Adopting a Universal Fee Schedule Superseding Res No 1810 PENDING 081518.pdf](#)

9. Approve and/or Authorize for Signature

- 9.a. Agreement with Structural Nexus LLC for Structural Plan Review Services
[PSA Structural Nexus LLC - Plan Review Services.pdf](#)
- 9.b. Agreement Schedule with Active Network, LLC for Recreation Program Software
[Active Network LLC - Contract for Recreation Program.pdf](#)
- 9.c. Amendment No. 1 to IGA with St. Helens School District for Second School Resource Officer
[IGA Amend No 1 - St Helens School District School Resource Officer 2018.pdf](#)
- 9.d. Lease with 7th Street Container Lofts, LLC for Property Located at 245 N. 7th Street
[Ground Lease between the City of St. Helens and 7th Street Container Lof.._.pdf](#)
- 9.e. Contract Payments
[081518 Contract Payments](#)

10. Consent Agenda for Approval

- 10.a. Animal Facility Licenses
[AFL - Law Kenneth REDACTED Files.pdf](#)
- 10.b. Council Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated July 18, 2018
[081518 Council Minutes TO BE APPROVED](#)
- 10.c. Accounts Payable Bill Lists
[Accounts Payable Bill Lists](#)

11. Mayor Scholl Reports

12. Council Member Reports

13. Department Reports

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14. **Other Business**

15. **Adjourn**

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City of St. Helens
ORDINANCE NO. 3228

**AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN
PROPERTY AT 60110 and 60120 BARRICK LANE**

WHEREAS, applicant Eric L. Zahl and Linda M. Zahl have requested to annex to the City of St. Helens certain property at 60110 and 60120 Barrick Lane. This property is also described per **Exhibit A** and depicted per **Exhibit B**; and

WHEREAS, the applicant has consented in writing to the proposed annexation; and

WHEREAS, the applicant constitutes 1) all the owners of the property to be annexed, and 2) more than half of the owners of the property to be annexed own more than half of such property representing more than half of the assessed value pursuant to ORS 222.170(1); and

WHEREAS, the City Council must determine the incorporated Comprehensive Plan Map designation and the Zone Map designation; and

WHEREAS, appropriate notice has been given and a public hearing was held June 20, 2018 on the annexation proposal; and

WHEREAS, the Council has considered findings of compliance with criteria and law applicable to the proposal.

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

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

Section 2. The property described in **Exhibit A** and depicted in **Exhibit B** is hereby accepted for annexation to the City of St. Helens.

Section 3. The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Moderate Residential, R7.

Section 4. The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Suburban Residential, SR.

Section 5. The land is classified as "Developing" in accordance with Chapter 17.112 of the St. Helens Community Development Code (SHMC Title 17) and OAR 660-08-0005.

Section 6. In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.1.18 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

Section 7. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: July 18, 2018
Read the second time: August 15, 2018

APPROVED AND ADOPTED this 15th day of August, 2018 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A
LEGAL DESCRIPTION

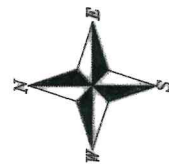
Parcels 1 and 2 of Partition Plat No. 1999-16, Columbia County, Oregon;

And, a Parcel (hereinafter called Parcel 3) bounded by the following:

The South side of the Elk Ridge Estates, Phase 2 and Phase 5 Subdivisions, City of St. Helens, Columbia County, Oregon, along the North side of Parcel 3;

The North/Northwest side of Parcel 2 of Partition Plat No. 1999-16, Columbia County, Oregon, along the East and South sides of Parcel 3;

The East side of the Hankey County Road No. P-128 right-of-way along the West side of Parcel 3.



**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Annexation A.1.18**

APPLICANT: Eric & Linda Zahl
OWNERS: Same
ZONING: Columbia County's Single-Family Residential, R-10 Zoning
LOCATION: 5N1W-32DC-1900 & 2000
PROPOSAL: The property owner filed consent to annex to develop the property using City development standards

SITE INFORMATION / BACKGROUND

The subject property contains two adjacent parcels that total approximately 6.64 acres. The parcels are accessed by Barrick Lane, which is a driveway and variable width access easement originally described in Instrument No. 98-05237 as 16 feet in width. The variable access easement was widened with Elk Ridge Estates Phase 2. The location of the access easement appears to coincide with the actual location of the driveway. The driveway is gravel, except for a small asphalt portion adjacent to Hankey Road. Hankey Road has sidewalks and curb for the entire length of the subject properties. There are two street stubs that terminate on the subject properties, one off Wapiti Drive in the Elk Ridge Estates subdivision to the north and one off Skyline Drive in the Sunrise Heights subdivision to the south.

Each parcel is developed with a detached single-family dwelling and other smaller accessory buildings. The parcels slope generally towards the northwest property line with a cliff drop off down to Hankey Road below. There are multiple large, mature trees on the property. The property is bordered on the east with Weyerhaeuser-owned property which is zoned County Primary Forest. The other three borders of the property are zoned the City's Moderate Residential, R7 zone.

PUBLIC HEARING & NOTICE

Hearing dates are as follows: May 8, 2018 before the Planning Commission and June 20, 2018 before the City Council.

At their May 8, 2018 public hearing, the Commission unanimously recommended approval of the annexation and that the property be zoned R7.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject property(ies) on April 25, 2018 via first class mail. Notice was sent to agencies by mail or e-mail on the same date. Notice was published in the The Chronicle on April 25, 2018. Notice was sent to the Oregon Department of Land Conservation and Development on March 29, 2018 via e-mail.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.20.120 – Standards for Legislative Decision

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

- (a) The statewide planning goals and guidelines adopted under ORS Chapter 197, including compliance with the Transportation Planning Rule (TPR) as described in SHMC 17.08.060
- (b) Any federal or state statutes or guidelines found applicable;
- (c) The applicable comprehensive plan policies, procedures, appendices and maps; and
- (d) The applicable provisions of the implementing ordinances; and
- (e) A proposed change to the St. Helens zoning district map that constitutes a spot zoning is prohibited. A proposed change to the St. Helens comprehensive plan map that facilitates a spot zoning is prohibited.

(2) Consideration may also be given to:

- (a) Proof of a change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or implementing ordinance which is the subject of the application.

Findings:

(1)(a) The statewide planning goals and compliance with the Transportation Planning Rule (TPR) are addressed later.

(1)(b) Section 3 of the City's Charter states that "annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate." However, during the 2016 Legislative Assembly, Senate Bill 1578 was passed. It states that a City shall annex the territory without submitting the proposal to the electors if certain criteria are met:

- 1. Property is within the UGB
- 2. Property will be subject to the City's Comprehensive Plan
- 3. Property is contiguous to the City limits or is separated by only a public right of way or body of water
- 4. Property conforms to all other City requirements

As this proposal meets these criteria, this property will not be subject to a majority vote among the electorate.

There are no other known federal or state statutes applicable to this proposal.

(1)(c) The Comprehensive Plan designation for the subject property is Rural Suburban Unincorporated Residential (RSUR). Applicable designation and zoning district for annexation are discussed later.

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC. Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. By this process, the proposal complies with this aspect of the Comprehensive Plan.

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), and the Parks & Trails Master Plan (Ord. No. 3191).

Finally, there is no evidence that this proposal will be contrary to the health, safety and welfare of the community.

(1)(d) Relevant implementing ordinances are discussed later in the annexation criteria.

(1)(e) This criteria prohibits spot zoning. The Development Code defines “spot zoning” as:

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

The Planning Commission recommended the R7 zoning so that it does not constitute a spot zoning. The Planning Commission finds any other zoning would be incompatible with the surrounding area because the (1) subject property is too small to warrant a different zoning district than that surrounding it, (2) there is R7 zoning on multiple sides, and (3) there is no contiguous other zoning.

The Council agrees with the Planning Commission. In addition to the Commission’s findings the Council finds that the R5 zoning requested by the owner would allow uses not compatible with the area dominated by R7 zoning; R5 would not be an appropriate fit for the area. The Council also finds that due to poor visibility of intersections at Hankey Road, allowing a higher residential density would exacerbate that problem, whereas R7 is fair because it is consistent with the area. Allowing a lower density (i.e., R10) due to potential transportation issues would not be fair given the preponderance of R7.

(2)(a) There is no evidence of a change in neighborhood, or mistake or inconstancy in the Comprehensive Plan or Zoning Map.

SHMC 17.08.060 – Transportation planning rule compliance

(1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule (“TPR”).

“Significant” means the proposal would:

- (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
- (b) Change standards implementing a functional classification system; or
- (c) As measured at the end of the planning period identified in the adopted transportation system plan:
 - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

- (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
 - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:
 - (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
 - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
 - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
 - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

Discussion: This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **This proposal is an annexation, not a zone change or a Comprehensive Plan amendment.**

Finding: No traffic impact analysis is warranted at this time.

SHMC 17.28.030 (1) – Annexation criteria

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

Findings:

(a) City water is available to the site from Hankey Road to the west, Wapiti Drive to the north, and Skyline Drive to the south. The City's current water capacity is 6 million gallons/day and the peak flow, usually in the summer, is 3 to 4 million gallons/day. Additionally, the City has the capacity of approximately 10 million gallons to meet future demands. Any additional uses that

occur on the subject property can be accommodated by the City's municipal water system as infrastructure has substantial capacity available.

City sanitary sewer is available from the same rights-of-way as water. Should the property owner wish to connect to City sanitary sewer, the City's waste water treatment plant currently has the capacity (physically and as permitted by DEQ) to handle 50,000 pounds of Biochemical Oxygen Demand (BOD), which is the "loading" or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Thus, any potential uses that occur on the subject property can be accommodated by the City's sanitary sewer system as infrastructure is in place or can be upgraded and there is substantial capacity available.

Regarding **transportation**, as described above, this annexation does not warrant a transportation impact analysis at this time. Should the property be subdivided in the future for development, a transportation impact analysis would likely be required at that time.

Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area.

(b) The subject property is surrounded by the City's Moderate Residential, R7 zone on three sides and County Primary Forest, PF-80 on the east side. The City's Comprehensive Plan designation for the subject property is Rural Suburban Unincorporated Residential (RSUR).

Per SHMC 19.12.060 Rural Suburban Unincorporated Residential Goals and Policies:

- (1) Goals. To provide sufficient area for urban development that will accommodate a variety of housing types.
- (2) Policies. It is the policy of the city of St. Helens to:
 - (a) Work with the county on partition and subdivision applications for these lands to ensure that they are divided in a manner that does not hinder future urbanization.
 - (b) Zone the rural suburban-unincorporated residential at R7 or R10 upon annexation to the city unless circumstances listed in subsection (2)(c) of this section exist.
 - (c) Consider zoning lands with the rural suburban-unincorporated residential category for R5 or AR if the following conditions are found:
 - (i) The parcel is vacant and larger than two acres in size.
 - (ii) The carrying capacity of the public services, including but not limited to streets, sewer, and water, are sufficient for higher density development.
 - (iii) The county and city determine, due to the pattern of development in the city and within the urban growth area, that other lands are more appropriate for these designations.

The Comprehensive Plan requires that upon annexation, Rural Suburban Unincorporated Residential, RSUR would be (incorporated) Suburban Residential, RS. There are two zoning options under that designation: Suburban Residential, R10 or Moderate Residential, R7, unless criteria under (2)(c) are met. Excluding the developed portions of the sites, the property is larger than two acres, so (2)(c)(i) is met. As noted above, the carrying capacity of the public services is also sufficient for the higher density development, so (2)(c)(ii) is met. In order to meet (2)(c)(iii), the Planning Commission and City Council must determine the zoning designation (R10, R7, R5 or AR) that follows the development pattern within the urban growth area and in the City to ensure it will not conflict with the City's Comprehensive Plan policies.

The Council finds that R7 is the most appropriate zoning district (see above).

The existing uses (detached single-family dwelling and manufactured home) are possible with all possible City residential zoning designations upon annexation.

(c) With regards to Oregon Revised Statutes (ORS), city annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on three sides of the subject property.

Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owners. Further, ORS 222.125 requires that that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.

ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals.

The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- ***Statewide Planning Goal 1: Citizen Involvement.***
Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations. The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***
Goal 2 requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land

use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.

Generally, Goal 2 requires that actions related to land use be consistent with acknowledged Comprehensive Plans and coordination with affected governments and agencies and be based on an adequate factual base. The City has an adopted Comprehensive Plan, compliance of this proposal which is addressed herein. Moreover, explanation and proof of coordination with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

- ***Statewide Planning Goal 11: Public Facilities and Services.***

Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."

City water and sewer capacities are adequate to serve the subject property. This is explained above. Moreover, there is no evidence that adequate infrastructure cannot be made available to serve the annexed area if redeveloped. The existing development is adequately served.

- ***Statewide Planning Goal 12: Transportation.***

Goal 12 requires cities, counties, metropolitan planning organizations, and ODOT to provide and encourage a "safe, convenient and economic transportation system." This is accomplished through development of Transportation System Plans based on inventories of local, regional and state transportation needs. Goal 12 is implemented through OAR 660, Division 12, also known as the Transportation Planning Rule ("TPR"). The TPR contains numerous requirements governing transportation planning and project development.

Traffic impacts and the City's provisions that address the TPR are explained above. This proposal does not warrant a transportation impact analysis at this time.

(d) The subject property abuts Hankey Road, which is a County road at this location.

The City's Transportation Systems Plan designates Hankey Road as a Minor Arterial and is subject to Minor Arterial standards. Hankey Road was allowed to be developed to an alternate standard based on subdivisions that have been developed. This alternate standard is met and will be reviewed further when the subject property is developed. At a minimum, some right-of-way dedication is anticipated around the Hankey Road/Barrick Lane intersection.

(e) The subject property is not greater than 10 acres in size, so this criterion does not apply.

Finding: The annexation approval criteria are met for this proposal.

SHMC 17.28.030 (2) – Annexation criteria

The plan designation and the zoning designation placed on the property shall be the city's zoning district which most closely implements the city's comprehensive plan map designation.

Finding: As noted above the Planning Commission and City Council finds that the R7 zone most closely implements the SR comprehensive plan designation at this location.

SHMC 17.112.020 – Established & Developed Area Classification criteria

- (1) Established Area.
 - (a) An “established area” is an area where the land is not classified as buildable land under OAR 660-08-0005;
 - (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
 - (c) An area shown on a zone map or overlay map as an established area.
- (2) Developing Area. A “developing area” is an area which is included in the city's buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

Discussion: OAR 660-008-0005 generally defines “Buildable Land” as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned. The subject property is considered “buildable.”

Finding: The subject property should be designated as “developing.”

CONCLUSION & DECISION

Based upon the facts and findings herein, the Council approves this annexation and that upon annexation: the subject property have a Comprehensive Plan designation of Suburban Residential, SR, be zoned Moderate Residential, R7, and designated as “developing.”

Rick Scholl, Mayor

Date

City of St. Helens
ORDINANCE NO. 3230

**AN ORDINANCE TO AMEND ST. HELENS MUNICIPAL CODE
CHAPTER 5.30 REGARDING COMMUNITY IMPACT AGREEMENTS
FOR RETAIL MARIJUANA RELATED BUSINESSES**

WHEREAS, the Community Impact Agreement was implemented prior to the voter approved tax on marijuana; and

WHEREAS, the City finds the voter approved tax sufficient to mitigate marijuana impacts on the St. Helens community; and

WHEREAS, the City desires to repeal the Community Impact Agreement.

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. Amendment. The St. Helens Municipal Code Chapter 5.30 is hereby amended as follows: (underlined language is added; ~~stricken language~~ is removed)

~~5.30.030 Community impact agreement for retail marijuana related businesses.~~

~~In addition to the license requirements of SHMC 5.30.025, all retail marijuana related businesses shall jointly negotiate and execute a community impact agreement. The community impact agreement shall seek to mitigate the public safety and public health impacts of the retail marijuana related business on the community and shall include the payment of a fee to the city for the mitigation efforts.~~

~~(1) The fee shall be calculated based on the impacts to the community and increased burden on the city from the marijuana related business.~~

~~(2) Proceeds from the fee shall be dedicated to fund public safety and marijuana related programs.~~

~~(3) The community impact agreement shall be approved by the city council prior to becoming effective.~~

~~(4) The business license fee paid to the city, pursuant to SHMC 5.30.020, may be deducted from any payment due to the city as part of a community impact agreement.~~

5.30.035 Characteristics of license.

(2) Term. A license issued pursuant to this chapter shall remain in effect until such time as:

(c) The person who obtained the marijuana related business license ceases to comply with the provisions of Chapter 5.04 SHMC or this chapter, ~~or the terms of the community impact agreement~~; or

Read the first time: July 18, 2018
Read the second time: August 15, 2018

APPROVED AND ADOPTED by the City Council this 15th day of August, 2018, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
RESOLUTION NO. 1826

**A RESOLUTION ADOPTING A UNIVERSAL FEE SCHEDULE,
AND SUPERSEDING RESOLUTION NO. 1810**

WHEREAS, the City has amended St. Helens Municipal Code Chapter 5.30 to repeal the community impact agreement for marijuana retail businesses; and

WHEREAS, the City finds that it is in the public's interest to revise the marijuana related business license fee.

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

Section 1. Exhibit A, Fee Schedule, is hereby adopted as amended.

Section 2. Exhibit A, Fee Schedule, is effective August 15, 2018.

Section 3. This Resolution supersedes Resolution No. 1810.

Approved and adopted by the City Council on August 15, 2018, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder



St. Helens Universal Fee Schedule

POLICE DEPARTMENT

Vehicle Impound Fee	\$	100.00	Per vehicle
Bicycle Impound Fee	\$	1.00	Per bicycle
Parking Citation	\$	25.00	per ticket
Handicap Zone Violation	\$	250.00	per ticket
False Alarm Response Fee, if exceeds 2 within a 12-month period	\$	50.00	
False Alarm Response Fee, if exceeds 4 within a 12-month period	\$	125.00	



St. Helens Universal Fee Schedule

MISCELLANEOUS FEES

Appeals Fee - General	\$	175.00	Per appeal
Non-Sufficient Check Charge	\$	25.00	Per check
Permit - Parade	\$	50.00	Per event
Permit - Public Assembly	\$	50.00	Per event
Permit - To Amplify Sound	\$	50.00	Per event
Permit - Engage in Commercial Activity	\$	50.00	Per event
Permit - To Use City Property During Hours of Closure	\$	50.00	Per event
Permit - To Use Electrical Connections Owned by City	\$	25.00	Per day
Permit - To Use Special Use Area	\$	50.00	Per event
Permit - To Use Sidewalk Area for Furniture	\$	50.00	Per 50 feet of street frontage used, rounded up.
Photocopies & Printouts			
8.5" x 11"	\$	0.50	
8.5" x 14"	\$	0.75	
11" x 17"	\$	1.00	
Up to 36" x 36"	\$	6.00	
Color Copies: 8.5" x 11"	\$	1.00	
Color Copies: 8.5" x 14"	\$	1.25	
Reproduction of Audio/Video from City Meetings	\$	20.00	Per Cassette/CD/DVD
Police Reports	\$	20.00	Per case (Up to 30 pages)
Reproduction of Digital Photos/Audio/Video from Police Department	\$	20.00	Per Cassette/CD/DVD
Public Records Request	\$	20.00	Deposit. If staff time is less than 15 min, deposit is refunded. If staff time is more than 15, labor is charged to the 1/4 hour
Lien Search	\$	26.00	Per Lien Search
Declaration of Candidacy Fee	\$	50.00	
Advertising Bench - Annual Inspection Fee	\$	5.00	Per bench
Reinspection Fee by CRFR for noncompliance with code provisions	\$	50.00	Per reinspection
Special Abatement of Illegal Notices or Advertisements	\$	10.00	Per notice or advertisement



St. Helens Universal Fee Schedule

LIBRARY FEES

Fines for overdue adult books, magazines, audio recordings and CDs	\$	0.15	Per item per day. Max fine \$10 per item
Fines for overdue DVDs and other video recordings	\$	0.50	Per item per day. Max fine \$10 per item
Fines for overdue Cultural Pass	\$	1.50	Per pass per day. Max fine of \$10 per pass.
Nonresident Borrower Card Fee	\$	35.00	Per year
	\$	10.00	Per three (3) months
Interlibrary Loan	\$	3.00	Per item
Fees for Lost or Destroyed Materials			
Books, magazines, recordings, DVDs, CDs, or any other material		->	Original list price
Cultural Pass	\$	30.00	
Replacing a borrower's lost card	\$	2.00	
Missing bar code label	\$	2.00	
Covers damaged or missing - DVD, CD or any other digital or electronic material/media	\$	7.00	
Meeting Room Fees			
Auditorium		\$25.00	Per hour
		\$75.00	Per half day (up to 4 hours)
		\$150.00	All day (Open hours)
Armstrong		\$20.00	Per hour
		\$50.00	Per half day (up to 4 hours)
		\$95.00	All day (Open hours)
Both Rooms		\$40.00	Per hour
		\$110.00	Per half day (up to 4 hours)
		\$210.00	All day (Open hours)
Use of one or both meeting rooms outside normal Library hours	\$	45.00	Per hour



St. Helens Universal Fee Schedule

COURT FEES

Civil Compromise Costs	\$	300.00	
Collection Fee per ORS 137.118 (3) (Maximum \$250)		25%	
Community Service Fee	\$	2.00	Per hour
Default Judgment	\$	20.00	
Discovery	\$	20.00	Per case number (up to 30 pages)
Driver's License Reinstatement/Offense (City Portion)	\$	20.00	
Driving Record - Traffic Offenses Only (non-certified)	\$	1.00	
Failure to Appear for Bench Trial	\$	150.00	
Failure to Appear for Jury Trial	\$	300.00	
Installment Fee - for 6 month plan	\$	25.00	
Installment Fee - for 12 month plan	\$	50.00	
Warrant Issued	\$	100.00	
Withholding on County Assessment		10%	at monthly distribution
Expungements	\$	252.00	
Probation Violation	\$	50.00	



St. Helens Universal Fee Schedule

BUSINESS LICENSE FEES

Resident Business	\$ 65.00	cap of \$1,000
Per Employee	\$ 5.00	If business location is inside City limits
Non-Resident Business	\$ 120.00	
Residential Rentals	\$ 15.00	Per unit
Commercial Rentals	\$ 45.00	Per unit
7-Day License (non-residents only)	\$ 40.00	
Taxicab Company Permit - Initial Fee	\$ 65.00	
Taxicab Driver Permit - Initial Fee	\$ 65.00	
Taxicab Driver Permit - Renewal Fee	\$ 65.00	
Taxicab Driver Permit - Replacement Fee	\$ 10.00	Per event
Late Renewal Fee	\$ 40.00	
Transfer of License / Change of Business Ownership / Location Change	\$ 25.00	
Non-Refundable Appeals Fee	\$ 150.00	
OLCC Original Application Processing Fee	\$ 100.00	
OLCC Change in Ownership, Location, or Privilege Processing Fee	\$ 75.00	
OLCC Renewal or Temporary Applciaiton Processing Fee	\$ 35.00	
Sidewalk Vendor Application Fee	\$ 65.00	
Sidewalk Vendor Permit Fee	\$ 65.00	
Sidewalk Vendor Appeal Fee	\$ 150.00	
Marijuana Business License Fee	\$ 5,000.00	
Cap on Business License Charges Other then Marijuana Business	\$ 1,000.00	



St. Helens Universal Fee Schedule

PARKS FEES

Park Use / Reservation		
McCormick Park Areas 2, 3, 4 & Soccer Field	\$20 / \$35	Half Day / Full Day
Campell Park Areas 1, 2	\$20 / \$35	Half Day / Full Day
Godfrey Park	\$20 / \$35	Half Day / Full Day
Park Use / Reservation		
Columbia View Park Gazebo / Amphitheater	\$30 / \$40	Half Day / Full Day
McCormick Park Veterans Pavillion (area 1)	\$30 / \$40	Half Day / Full Day
Athletic Fields	\$ 10.00	Per day Per Field
Use of Field Lights	\$ 10.00	Per day Per Field
Late Fees		
General Park Use (7 business days)	\$ 10.00	Currently no late fee
Public Assembly (30 business days)	\$ 25.00	Currently no late fee
Parade & Walks (45 business days)	\$ 50.00	Currently no late fee
Tournament Fee	\$ 10.00	Per team



St. Helens Universal Fee Schedule

SOCIAL GAMES FEES

Non-refundable Application Fee	\$	50.00	per 12 month lease
License Fee for 1-10 Tables	\$	50.00	per 12 month lease
License Fee for each additional table over 10	\$	10.00	per table per 12 month lease



St. Helens Universal Fee Schedule

ENGINEERING FEES

Design Review Fee		1% Based on Engineer's Estimate
Permit for Construction of Public Improvements & Project Inspection		2% Based on Revised Engineer's Estimate
Right-Of-Way Permit	\$ 50.00	
Pavement Disturbance Fee	\$ 50.00	Fee waived for projects < \$1,000 or if part of Construction Permit
Erosion Control Permit & Inspection		> Included with Construction Permit
Other Special Services	\$ 30.00	Per hour labor, if in excess of 15 minutes



St. Helens Universal Fee Schedule

UTILITY BILLING FEES

Water Service Shut off/on: Mon-Fri 830 AM - 430 PM	\$	-	No Charge
Water Service Shut off/on: During off business hours	\$	150.00	Per request
Failed Payment Arrangement	\$	50.00	
Late Fee	\$	25.00	Fee waived if bill is < \$25
Reconnection Fee (if Shutoff due to non-payment)	\$	75.00	Fee applied on Shut-off Day
Temporary Service for New Construction	\$	25.00	
Tampering with Meter Fees			
Tampering: Turning water on/off without City Personnel	\$	50.00	Up to and possibly including cost of meter replacement & Labor
Tampering: Turning water on while on the current shut-off list	\$	100.00	Up to and possibly including cost of meter replacement & Labor
Tampering: Breaking installed Lock to turn on meter	\$	200.00	Up to and possibly including cost of meter replacement & Labor & Ticket from Police
Utility Billing Insert - B&W, 1-Sided, 8.5x11	\$	500.00	Available to Non-Profits Only
Utility Billing Insert - B&W, 2-Sided, 8.5x11	\$	650.00	Available to Non-Profits Only
Utility Billing Insert - Color, 1-Sided, 8.5x11	\$	1,100.00	Available to Non-Profits Only
Utility Billing Insert - Color, 2-Sided, 8.5x11	\$	1,550.00	Available to Non-Profits Only



St. Helens Universal Fee Schedule

PUBLIC WORKS - WWTP

Pretreatment Program Administrative Fee (Choose Option)		
Annual	\$ 1,500.00	New Fee
Monthly	\$ 125.00	New Fee
Annual DEQ Fees Assessed to the City	\$ -	Actual cost of DEQ
New Industrial Discharge Permit Issuance	\$ 500.00	New Fee
Renewal Industrial Discharge Permit Issuance	\$ 300.00	New Fee
Demand Inspection Fee	\$ 100.00	New Fee
Demand Sampling and Monitoring Fee	\$ -	Actual cost of service
Enforcement Activities	\$ -	Actual cost of service

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **Structural Nexus LLC** (“Contractor”).

RECITALS

A. The City is in need of consulting services to provide structural plan review services, and Contractor is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to structural plan review services, and Contractor accepts such engagement. The principal contact for Contractor shall be **John T. Mayer**, phone **503-470-6332**.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on July 31, 2019. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment C.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following

approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

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

CONTRACTOR: **Structural Nexus LLC**
Attn: John T. Mayer
434 Grey Cliffs Court
St. Helens, OR 97051

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused

by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor.

Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No.04711]

18. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

21. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives

written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Structural Nexus LLC

Signature: _____

Print: John T. Mayer

Title: Managing Principal

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A

Scope of Work

Scope of work for Contractor shall include the following on a project-by-project basis:

- Perform a third-party quality assurance structural review of the design documents (plans and calculations) submitted to the City for permit,
- Verify the design documents comply with the provisions of the current building code as adopted and amended by the State of Oregon, and to provide a lists of non-conformance comments on such documents on behalf of the City. Comments shall be prepared in a format provided to the Contractor by the City.
- As directed by the City Building Official, coordinate directly with the designer such that they can focus their efforts in adequately addressing the Plan Review Items.
- Perform plan reviews in a timely manner.
- Provide structural engineering recommendations to the City Building Official.

ATTACHMENT B INSURANCE REQUIREMENTS

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

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	NO
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	NO
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable, please initial here _____. State the reason it is not applicable: _____		NO
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C
Terms of Compensation

Contractor will bill hourly based upon the rate schedule shown below. Contractor will bill monthly based upon the percentage of work completed on each plan review. Please refer to Section 5 of this agreement for additional provisions.

HOURLY RATE SCHEDULE
STRUCTURAL NEXUS
JANUARY 2018

Title	Hourly Rate
Principal Engineer	\$130/hour
Project Engineer	\$110/hour
Drafter Cad/BIM	\$90/hour
Clerical	\$50/hour



MAXIMUM SOLUTIONS™

Schedule

Company Address 717 North Harwood Drive, Suite 2500
Dallas, TX 75201
US

Created Date 7/23/2018
Quote Number 00104195
Currency USD

Prepared By Spencer Canole
Email spencer.canole@activenetwork.com

Contact Name Matt Brown
Phone 5033668227
Email mattb@ci.st-helens.or.us

Bill To Name City of St Helens
Bill To Contact Matt Brown
Bill To Address 265 Strand St.
Saint Helens, OR 97051 United States

Ship To Contact Matt Brown
Ship To Address 265 Strand St.
Saint Helens, OR 97051 United States

Product	Product Type	Description	UOM	Quantity	Sales Price	Total Price
MaxGalaxy - Functionality: Activity Registration (up to 5 users)	SaaS		Yr	1	1,200.00	1,200.00
MaxGalaxy - Functionality: Customer Interface (up to 5 users)	SaaS		Yr	1	1,200.00	1,200.00
MaxGalaxy - Functionality: League Scheduling (up to 5 users)	SaaS		Yr	1	900.00	900.00
MaxGalaxy - Gateway: Online & Card Present - Vantiv	Service		Ea	1		
		<p>MaxGalaxy Service Package Standard 2 is the standard implementation offering with all aspects of implementation provided remotely. Service Package Standard 2 consists of:</p> <ul style="list-style-type: none"> • Bi-weekly/weekly half day engagements <ul style="list-style-type: none"> o Services are conducted as bi-weekly or weekly half-day engagements. With this approach the consultant will engage your organization on the same day every other week or week depending on the nature of the service. • Remote services <ul style="list-style-type: none"> o Remote services are conducted using conferencing and desktop sharing software. • Train the trainer services <ul style="list-style-type: none"> o Train the trainer services are delivered by the consultants. Training sessions focus on providing your trainers the knowledge to train staff on system operations. 				
MaxGalaxy - Service Package Standard 2	Service		Ea	1	6,300.00	6,300.00



MAXIMUM SOLUTIONS™

Schedule

- Training materials
 - o Training materials include both module reference guides and an online training manual. Module reference guides provide step-by-step instructions to guide users on best practices for commonly used functionality within that module. The online training manual provides a comprehensive listing of system functionality and end-user training of MaxGalaxy best practices.
- Basecamp login
 - o The Basecamp login provides access to an online project management tool that offers a central environment for tracking project activity and storing project artifacts

		Total Price	USD 9,600.00
Service Total	6,300.00	Saas Total	3,300.00
		Projected Contract Value Amount	USD 16,200.00

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover. If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your purchases upon delivery.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

By signing this Schedule, you agree to the terms and conditions governing your use of the Software and Services as set forth at:

General Terms - <http://www.activenetwork.com/general-terms>

Product Terms - <http://www.activenetwork.com/maxgalaxy-terms>

Third Party Hardware Product Attachment - <http://www.activenetwork.com/thirdpartyhardware-terms>

Quote Acceptance Information

Client

Signature:

Name: **Matt Brown**

Title: **Finance Director**

Date:

PO# (if applicable):

Active Network, LLC

Signature:

Name:

Title:

Date:

**INTERGOVERNMENTAL AGREEMENT
CITY OF ST. HELENS AND ST. HELENS SCHOOL DISTRICT #502
AMENDMENT #1**

RECITALS

ST. HELENS SCHOOL DISTRICT, ("District"), and **CITY OF ST. HELENS**, ("City"), entered into an Intergovernmental Agreement, ("Agreement") on May 25, 2016 for the assignment of a School Resource Officer. That Agreement is still in effect.

The District has requested, and the City has agreed to assign, an additional regular, sworn officer as a School Resource Officer.

Section 3.3 of the Agreement provides for modification of the Agreement in writing.

The City and the District have agreed to amend the Agreement, ("Amendment") as stated below.

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

1. Section 1.1 of the Agreement is amended to read as follows:
 - 1.1.1 The City shall assign 2 (two) regular, sworn full-time officers as the District's School Resource Officers (SROs).
2. The Agreement is further amended such that all references to SRO or officer shall be updated to SROs and/or officers.
3. All other provisions of the Agreement remain in effect.
4. This Amendment shall be effective August 15, 2018.

In WITNESS WHEREOF, the parties have caused this amendment to be executed by the duly authorized officers on the dates hereinafter written.

THE CITY OF ST. HELENS

ST. HELENS SCHOOL DISTRICT

By: _____
Rick Scholl, Mayor

By: _____
Scot Stockwell, Clerk/Superintendent

Date: _____

Date: _____

Attest: _____
Kathy Payne, City Recorder

APPROVED AS TO FORM:

By: _____
City Attorney

GROUND LEASE

BETWEEN:

the CITY OF ST. HELENS, Oregon,
an Oregon municipal corporation

AND:

7TH STREET CONTAINER LOFTS LLC,
an Oregon limited liability company

DATED:

_____, 2018

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After Recording Mail To:

Randall B. Bateman, Esq.
Bateman Seidel
888 SW Fifth Avenue, Suite 1250
Portland, Oregon 97204

Tax Statements to:

7th Street Container Lofts LLC
13014 Clackamas River Drive
PO Box 387
Oregon City, OR 97045

GROUND LEASE

DATED: As of [_____] (“Effective Date”)

BETWEEN:

CITY OF ST. HELENS, (“Landlord”)
Oregon, an Oregon
municipal corporation

AND

7TH STREET (“Tenant”)
CONTAINER LOFTS LLC,
an Oregon limited liability
company

THIS GROUND LEASE (“Lease”) is dated as of the Effective Date and is between Landlord and Tenant.

RECITALS:

A. Landlord owns certain real property commonly known as 245 N. 7th Street, situated in the City of St. Helens, county of Columbia and state of Oregon, legally described in Exhibit A attached hereto, which includes the primary parcel (“**Primary Parcel**”) and the adjacent parking lot parcel (“**Parking Lot**”) (the Primary Parcel and the Parking Lot are hereinafter referred to collectively as the “**Premises**”). After Tenant improves the Parking Lot, it will contain spaces for eighteen (18) cars including two (2) handicapped parking spaces. At that time, six (6) of the eighteen (18) parking spaces will be removed from the Premises and retained for use by Landlord and the term “**Premises**” shall thereafter mean the Primary Parcel and the balance of the Parking Lot exclusive of those six (6) parking spaces retained by Landlord. One handicapped parking space that is part of the twelve (12) parking spaces will be part of the

Premises and the other handicapped parking space will be one of the six (6) spaces on the real property retained by Landlord and open for public use (the “**City Parking Lot**”). The twelve (12) parking spaces that will be part of the Premises are the nine (9) parking spaces on the south side of the Parking Lot and the three (3) parking spaces at the northwest corner of the Parking Lot (the “**Project Parking Lot**”). The Project Parking Lot and City Parking Lot are shown on the Overall Site Plan prepared by YBA Architects and attached as Exhibit B (the “**Site Plan**”).

B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Premises for an initial period of fifty (50) years, together with two (2) options to renew, each option to renew being fifty (50) years in length. At the end of the final renewal term, Landlord will either extend the term, consistent with the pattern established during the initial one hundred and fifty (150) years, or if the Premises can be legally partitioned and sold, will sell the Premises to the Condominium Association (as hereinafter defined) for ten dollars (\$10) with the Condominium Association paying all transfer and closing costs.

C. Tenant will construct, develop and operate an eight- (8-) unit, multi-family, for-sale, ground lease condominium complex built out of shipping containers, as set forth on Site Plan (the “**7th Street Container Lofts**” or “**Project**”) including the right of the occupants of the 7th Street Container Lofts to park in the Project Parking Lot.

D. Tenant will also construct certain common area improvements serving the occupants of the 7th Street Container Lofts which will ultimately be owned by the unit owners jointly as tenants-in-common and maintained by the homeowners’ association for the Condominiums (“**Condominium Association**”).

E. Upon construction of the 7th Street Container Lofts, Landlord and Tenant intend to submit the Premises to a condominium regime (the “**Condominiums**”) under the Oregon Condominium Act. The Condominiums will be comprised of eight residential units (each a “**Unit**” and, collectively, the “**Units**”), which Units will include ownership of the interior of the container, rights to use common areas and common area improvements, and rights to use the allocated parking spaces within the Project Parking Lot. Subject to Landlord’s prior approval of the documents, Landlord shall consent to and, as required, join in the plat and declaration for the Condominiums and any other necessary documentation.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of Landlord and Tenant set forth in this Lease, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE 1 THIS LEASE

1.1 Leased Premises. Subject to the terms and conditions hereof, Landlord hereby leases to Tenant the Premises, as will be automatically adjusted upon Tenant’s completion of the improvements to the Parking Lot, as provided in Recital A.

1.2 Term.

1.2.1 The term of this Lease shall commence as of the Effective Date, and unless sooner terminated pursuant to the provisions of this Lease, shall continue in full force and effect until the date that is fifty (50) calendar years from the Effective Date (the "**Initial Term**"), and, except as otherwise indicated in this Lease, will continue for two (2) fifty- (50-) year renewal terms (each an "**Option Term**") with no increase in the amount of rent due to Landlord under Section 1.4 below. The Initial Term and any Option Term exercised by Tenant are referred to collectively herein as the "**Term**".

1.2.2 Each Option Term shall be deemed to be exercised by Tenant automatically unless Tenant, or the Condominium Association as successor to Tenant under this Lease, and with the prior written approval of all Unit Owners and Leasehold Mortgagees, gives notice of the non-exercise of the Option Term to Landlord by the then-effective last day of the Term. If Tenant gives such notice of non-exercise, this Lease will terminate and be of no further force and effect, except to the extent that a provision of this Lease provides that it is to survive termination of this Lease.

1.2.3 At the end of the last Option Term, Landlord, in its sole and absolute discretion, will either (a) extend the Term, consistent with the pattern established during the initial one hundred and fifty (150) year Term, or (b) if the Premises can be legally partitioned, will sell the Premises to the Condominium Association for ten dollars (\$10) with the Condominium Association paying all transfer and closing costs. If Landlord does not take either action in subsections (a) or (b) before the end of the last Option Term, this Lease will automatically renew for an additional fifty- (50-) year Option Term.

1.3 Use.

1.3.1 Tenant shall use the Premises solely for the development, construction and operation of the 7th Street Container Lofts (which may be operated under such other names as Tenant may select). The Units will each be sold by Tenant to home buyers ("**Unit Owners**"). Units may not be rented or leased, either by Tenant or by Unit Owners as the landlord, provided, however, that Units may be rented or leased only for a maximum term of one (1) year or thereafter successive terms of no longer than one (1) year each: (a) if short-term rental is required by law or in order to accommodate short-term family transitions (such as following the death of a Unit Owner and the closing of such Unit Owner's probate estate); or (b) for Units not sold to a Unit Owner within twelve (12) months of Substantial Completion of the Project which may be leased after such 12-month period. "**Substantial Completion**" means the issuance of a temporary certificate of occupancy from Landlord or an equivalent level of completion of the construction of the Project if no temporary certificate of occupancy is sought or issued before the final certificate of occupancy.

1.3.2 After the 7th Street Container Lofts have been constructed and have remained as residential Condominiums for at least thirty (30) years from Substantial Completion, then Tenant, with the written consent of all Unit Owners and all Leasehold Mortgagees, may request Landlord's written approval of a change in use under this Lease if

the Premises are no longer reasonably suitable for Condominiums due to changes in the surrounding properties and community, and Landlord agrees not to unreasonably withhold such written approval.

1.4 Rent.

1.4.1 Tenant covenants to pay to Landlord, at City of St. Helens, P.O. Box 278, St. Helens, Oregon 97051, or at such other address or bank account as Landlord shall specify from time to time in a written notice to Tenant, rent on a triple net basis in the amount of Eight Thousand One Hundred Sixty and no/100 Dollars (\$8,160.00) per year (the “**Rent**”), payable in advance or in twelve (12) equal monthly installments payable on or before the first business day of each calendar month. Rent does not include property tax for the Premises, which will be paid separately by Tenant. The Parties acknowledge that upon formation of the Condominium, each Unit and its appurtenant interest in the common elements of the Condominium will be individually assessed for real property tax purposes.

1.4.2 No Rent will be due from Tenant during the construction of the Project. As each Unit is sold to a Unit Owner, the Rent allocated to that Unit (one eighth (1/8th) of the Rent is allocated to each Unit, resulting in rent of eighty-five dollars (\$85) per month per Unit (the “**Unit Rent**”), shall commence and be due and payable from Tenant to Landlord simultaneously with the closing of the sale to the Unit Owner, prorated for any partial initial month of Unit Owner’s ownership. Notwithstanding the forgoing sentence, Unit Rent will commence on the date that is twelve (12) months after Substantial Completion for any Units not sold within such 12-month period.

1.4.3 Before the initial sale of a Unit, Unit Rent which has commenced but has not been paid to Landlord shall be collected and paid to Landlord in connection with a sale of the Unit.

1.4.4 After the initial sale of a Unit, any unpaid Unit Rents will be an assessment lien held by the Condominium Association against the Unit and collected and paid to Landlord when the Unit is sold, as provided in Section 7.12. The interest of a Unit Owner in its Unit shall not be extinguished by Landlord until after at least ninety (90) days written notice to such Unit Owner of (a) the failure of Tenant (or the Condominium Association as assignee of Tenant) to perform any obligations of Tenant under this Lease, including failure to pay Landlord the Rent required for the entire Project; and (b) the Unit Owner’s right to “cure” the Tenant’s default by paying the Unit Owner’s Unit Rent directly to Landlord or to commence action to cure any other default attributable solely the Unit Owner’s Unit under the Lease and cure such default within a reasonable time thereafter which shall in all events be no less than ninety (90) days and the failure of the Unit Owner and any of its lenders to so “cure” within such ninety (90) days. Provided, however, that if a Unit Owner cannot reasonably cure any default (other than payment of its Unit Rent to Landlord) attributable solely the Unit Owner’s Unit, there shall be no continuing default of the Lease as to a Unit Owner and its lienholder, but such Unit Owner, at Landlord’s request, shall attorn directly to Landlord. Insolvency of Tenant shall not impair the rights of a Unit Owner, provided that such Unit Owners continues to pay Landlord its Unit Rent directly. This provision is intended to comply with the provisions of ORS 100.445 and all

Unit Owners and their secured lenders shall have the benefit of this Section 1.4.4 and the provisions of ORS 100.445.

1.5 Tenant Taking Premises “As-Is-Where-Is”. Tenant acknowledges (a) Tenant entered into this Lease with the intention of making and relying upon its own investigation of the physical, structural and environmental condition of the Premises and (b) that except as contained in Article 8, Landlord is not making and has not at any time made any representation or warranty of any kind or nature, either oral or written, directly or indirectly, expressed, implied, statutory or otherwise, with respect to the Premises. Based on Tenant’s familiarity with the Premises, Tenant’s due diligence relating to the Premises and Tenant’s experience and knowledge as to the market in which the Premises are situated and as to the investment in and operation of real estate in the nature of the Premises and commercial real estate in general, Tenant will take the Premises on the Effective Date and on an ongoing basis during the Term in its “**AS IS, WHERE IS AND WITH ALL FAULTS**” condition, with existing streets and street improvements, and except as contained in Article 8, without any representation or warranty whatsoever. Tenant fully assumes the risk that adverse latent or patent physical, structural or environmental conditions may not have been revealed by Tenant’s investigations.

ARTICLE 2 7TH STREET CONTAINER LOFTS

2.1 Construction and Management.

2.1.1 Tenant shall achieve Substantial Completion of the Project on or before June 30, 2020, subject to *Force Majeure Delays*. “*Force Majeure Delays*” means if Tenant (or contractor working on Tenant’s behalf) is delayed or hindered at any time in the progress of achieving Substantial Completion by causes which could not have been reasonably anticipated by Tenant and which are beyond the reasonable control Tenant (or Tenant’s contractor acting on its behalf), including but not limited to severe adverse weather conditions, fires, strikes, pickets, material shortages, boycotts, national or regional lockouts or other national or regional labor disputes, acts of God, action or inaction or delay beyond customary response periods (e.g., issuance of permits or certificates of completion/occupancy) by any governmental or quasi-governmental entity, or civil disobedience. In no event shall Tenant’s financial condition or inability to pay any costs for which it is responsible hereunder constitute a *Force Majeure Delay*. To invoke a *Force Majeure Delay* excuse, Tenant must provide notice to Landlord within ten (10) days of learning of the *Force Majeure Delay*, detailing such *Force Majeure Delay* event and its anticipated duration (and no *Force Majeure Delay* period will be deemed to have commenced until such notice is given). Tenant shall thereafter take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible and shall provide written notice to Landlord when the *Force Majeure Delay* is no longer hindering Tenant in the progress of achieving Substantial Completion.

2.1.2 Subject to the terms of this Lease, Tenant shall have the right to demolish any existing improvements and develop and construct such improvements on the Premises as Tenant shall determine necessary for the proper and efficient operation of Tenant's permitted use of the Premises as set forth in Section 1.3.

2.1.3 Tenant, and upon assignment of this Lease by Tenant to the Condominium Association then the Condominium Association, will manage the construction, sale and move-in process and will either self-manage or establish or hire a management company to ensure Rent and tax payments are made, and insurance coverages required by this Lease are maintained, with minimal effect on or effort by Landlord's staff. All communication with Landlord will be via Tenant, and upon assignment of this Lease by Tenant to the Condominium Association then the Condominium Association, or its management company rather than individual Unit Owners.

2.1.4 Tenant, and upon assignment of this Lease by Tenant to the Condominium Association then the Condominium Association, will be responsible for all construction and maintenance costs related to the Project other than the costs of construction of the City Parking Lot. The full Parking Lot improvements (that is, both the City Parking Lot and the Project Parking Lot) will be completed by Tenant during initial construction of the Project by Tenant. The costs of construction of the City Parking Lot will initially be paid for by Tenant, provided that Tenant may submit to Landlord a detailed invoice of the actual, out-of-pocket costs of the City Parking Lot construction and, after Landlord's reasonable review and approval of such costs, Tenant shall be entitled to a Rent credit and a credit against any Permit Costs (as hereinafter defined) in the approved amount. The Rent credit and Permit Costs credit will be applied by Landlord against Rent first coming due under this Lease and Permit Costs until the credit is exhausted.

2.1.5 Tenant, and upon assignment of this Lease by Tenant to the Condominium Association then the Condominium Association, will be responsible for all ordinary maintenance and repair of the full Parking Lot, including the City Parking Lot, during the Term, including, without limitation, sweeping, landscaping, replacement, striping, and painting. Landlord will not reimburse Tenant or the Condominium Association for any such maintenance and repair costs for the Parking Lot. Landlord shall be responsible for (i) any damage beyond ordinary wear and tear to the City Parking Lot caused by City or persons using the City Parking Lot and (ii) removal of trash and debris resulting from use of the adjacent City park by persons apparently using the adjacent City park and parking in the City Parking Lot, provided that Tenant first provides written notice to Landlord thereof within a reasonable time after discovering such damage or trash.

2.2 Permits and Licenses. Tenant will provide complete, final plans and specifications for the construction of the Project (the "**Plans**") for Landlord's review and written approval prior to commencement of construction of the Project. Such review will be conducted in Landlord's proprietary capacity, and Tenant acknowledges that such approval will not affect the review of Landlord's regulatory bodies in carrying out their responsibilities and that Landlord is specifically not obligating itself or any other agency with respect to any discretionary or regulatory action relating to the Project. All building permits and other permits, licenses, permissions, consents, and approvals required to be obtained from governmental agencies or third parties in connection with construction on the Premises and any subsequent improvements, repairs, replacements, or renewals to the 7th Street Container Lofts shall be acquired as required by applicable laws, ordinances, or regulations by and at the sole cost and expense of Tenant, except for the items of financial assistance provided by Landlord as detailed in Exhibit C attached hereto. Tenant shall cause all work on the Premises during the Term to be performed in

a good and workmanlike manner and in accordance with all applicable laws and all directions and regulations of all governmental agencies and representatives of such agencies having jurisdiction.

2.3 Ownership of 7th Street Container Lofts. Landlord acknowledges and agrees that the 7th Street Container Lofts, including all additions, alterations and improvements thereto or replacements thereof and all appurtenant rights thereto, fixtures, machinery and equipment installed on the Premises shall be owned solely by Tenant and, later, the Unit Owners.

2.3.1 During the Term and for the tax year during which the Term begins, Tenant and the Unit Owners shall be entitled to all tax attributes of ownership of the 7th Street Container Lofts. From and after the establishment of the Condominium regime, as contemplated by Section 2.4, Tenant and the Unit Owners, as the owners of the Project, shall be entitled to any and all tax attributes of ownership of the Condominiums, including, without limitation, the right to claim depreciation or cost recovery deductions, and the right to amortize all capital costs and to claim any and all other federal or state tax benefits attributable to the Project.

2.4 Condominium Regime. Upon Substantial Completion of the 7th Street Container Lofts, Tenant shall submit the Project to the leasehold condominium form of ownership in accordance with the Oregon Condominium Act. Tenant will be responsible for preparing all condominium documents (collectively, the “**Condominium Documents**”) including, but not necessarily limited to, the plat, condominium declaration, articles of incorporation and bylaws for the Condominium Association, and a recordable assignment of this Lease to the Condominium Association. Tenant will pay all expenses necessary to establish and maintain the Project as a condominium, including, without limitation, legal fees for preparation of the Condominium Documents, surveying costs, costs to obtain Oregon Real Estate Agency approval of the final Condominium Documents and the approval of the Columbia County Surveyor’s Office of the Condominium plat, and all recording fees for recording the assignment of this Lease, the Condominium plat, Condominium declaration and bylaws, and filing fees for formation of the Condominium Association as an Oregon non-profit corporation.

2.4.1 Landlord agrees to join in any required Condominium Documents to properly create the Condominium if Landlord being joined as owner of the Premises is legally required to permit the Condominiums to be formed.

2.4.2 Prior to Tenant submitting the Condominium Documents to the Oregon Real Estate Agency for approval, Tenant shall (a) file the articles of incorporation of the Condominium Association with the Oregon Corporation Division and (b) obtain Landlord’s written approval of the Condominium Documents to be submitted, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord must raise any objections within fifteen (15) business days following Landlord’s receipt of a complete and final set of Condominium Documents. If Landlord does not approve or raise any objections to the Condominium Documents within such 15-business-day period, Landlord will be deemed, without further action, to have approved the Condominium Documents as submitted.

2.4.3 Promptly upon receiving approval from the Oregon Real Estate Agency and Columbia County Surveyor's Office, Tenant shall record the assignment of this Lease to the Condominium Association and the approved Condominium declaration, bylaws and plat with the county recorder's office. The sale of individual Units shall not constitute an assignment of this Lease.

ARTICLE 3 LIENS

3.1 Liens Against Landlord's Fee Interest. Except as otherwise provided herein, Tenant has no right, authority or power to bind Landlord, Landlord's estate or other assets or any interest of Landlord in the Premises for any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction or operation of the Premises or Project or any change, alteration or addition thereto. Landlord acknowledges Tenant's development of the Premises may require the recording of utility easements and other customary easements necessary and incidental to the development, construction and operation of the 7th Street Container Lofts, all in forms reasonably approved in writing by Landlord. Landlord hereby agrees to the recording of such easements on the Premises, at the sole expense of Tenant, as are required for the development and operation of the 7th Street Container Lofts and shall provide such written consents as are necessary for recording of such easements. All such easements shall bind both Landlord's and Tenant's leasehold interests in the Premises.

3.2 Liens Against Tenant's Leasehold Interest. Landlord acknowledges that the Unit Owners will be obtaining financing for their ownership of the Units and appurtenant interest in the common elements of the Condominium from a variety of private and governmental funding sources and that such financing shall require Unit Owners to provide security interests in their Condominium estates in the Premises. Unit Owners may encumber their Condominium estates in the Premises for the purposes of such financing, and Landlord hereby expressly agrees and consents to Unit Owners entering into such financing arrangements and the resulting encumbrances of Unit Owners' Condominium estates in the Premises, provided that such financing arrangements and resulting encumbrances shall be subject to the terms of this Lease and shall not affect Landlord's rights or increase Landlord's duties or obligations under this Lease.

3.3 Mechanics' Liens. Tenant agrees it will not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against Landlord's fee simple interest in the Premises for work or materials furnished to Tenant, the Condominium Association as successor to Tenant, or any Unit Owner in connection with any construction, improvements, maintenance, or repair thereof made by Tenant, the Condominium Association as successor to Tenant, or any Unit Owner or any of their agents upon the Premises or the City Parking Lot (after completion of construction and modification of the Premises to exclude the City Parking Lot). Tenant shall cause any such claim or lien to be fully discharged within sixty (60) days after the date of filing thereof; provided, however, that if Tenant, in good faith, disputes the validity or amount of any such claim of lien and if Tenant gives to Landlord such security as Landlord may reasonably require to ensure payment thereof and prevent any sale, foreclosure, or forfeiture of the Premises or any portion thereof by reason of such nonpayment, Tenant shall not be deemed

to be in breach of this Section 3.3, as long as Tenant is diligently pursuing a resolution of such dispute. Upon entry of final judgment resolving the dispute and if litigation or arbitration results therefrom, Tenant shall discharge said lien within thirty (30) days or the day before a foreclosure sale whichever is earlier.

3.4 Encumbrances by Landlord. Landlord shall not encumber the fee interest in the Land nor assign or encumber Landlord's interest in this Lease unless the assignment or encumbrance is required or imposed by law or, by its express terms, is subject and subordinate to this Lease and the rights and interests of Tenant, the Condominium Association, the Unit Owners and Leasehold Mortgagees.

ARTICLE 4 TAXES; UTILITIES

4.1 Payment of Taxes. Tenant and the Unit Owners shall pay before they become delinquent all real property taxes assessed or levied against the Premises and the 7th Street Container Lofts. Tenant and the Unit Owners shall also pay all personal property taxes assessed or levied against the equipment, machinery, fixtures, furniture and furnishings thereon and any and all other charges, fees or costs imposed by any governmental or quasi-governmental entity or utility. Tenant and the Unit Owners shall have the right in good faith, in a proper procedural manner and at their sole cost, to contest and resist any taxes or assessments or other dispositions levied against or imposed upon the Premises or Project. Each Unit Owner shall defend and indemnify Landlord from any and all taxes incurred during the term of this Lease against his or her Unit.

4.2 Utilities. The Condominium Association and/or each Unit Owner, as provided in the Condominium Documents, shall arrange for and pay before they become delinquent all charges for utility services furnished to the Premises and the City Parking Lot including, but not limited to, electricity, gas, water, sewer, telephone and trash collection charges, except to the extent of Landlord's obligations under Section 2.1.5 or any utilities provided exclusively for the City Parking Lot. Landlord shall have no responsibility for the payment of these utility costs. The Condominium Association and/or each Unit Owner shall defend and indemnify Landlord from all such charges incurred during the Term. Each Unit Owner shall only be responsible for utility services serving his or her Unit and the Condominium Association will be responsible for utility services serving the common areas and the City Parking Lot as set forth above.

ARTICLE 5 INSURANCE

5.1 Tenant's Insurance. During the Term, Tenant shall keep and maintain in force, or cause to be kept and maintained in force by the Condominium Association, at no cost or expense to Landlord, the following insurance, all of which shall be provided by companies and/or agencies licensed to do business in the state of Oregon:

5.1.1 Premises Insurance. "All risk" insurance covering all risks of physical loss or damage to the Project, with liability limits of not less than one hundred percent (100%) of the "full replacement cost" thereof. Such policies shall be broad form

and shall include, but shall not be limited to, coverage for fire, extended coverage, vandalism, malicious mischief and storm.

5.1.2 Commercial Liability Insurance. General commercial liability and automobile liability insurance, covering loss or damage resulting from accidents or occurrences on or about or in connection with the 7th Street Container Lofts or any work, matters or things under, or in connection with, or related to this Lease, with personal injury, death and property damage combined single limit liability of not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for all claims, on an occurrence basis, which limit shall be increased as necessary to maintain a similar level of coverage provided on the Effective Date. Coverage under any such policy shall be broad form and shall include, but shall not be limited to, operations, contractual, owner's and contractor's protective, products and completed operations, and the use of all owned, non-owned and hired vehicles. Contractual liability coverage must be provided in an amount sufficient to insure Tenant's indemnification obligations under this Lease. General commercial liability insurance shall name Landlord as an additional insured.

5.1.3 Worker's Compensation. Adequate workers' compensation insurance coverage for all persons employed on the Premises with a waiver of subrogation endorsement in favor of Landlord. Workers' compensation insurance must be in accordance with the requirements of applicable federal, state, and local law, including ORS 656.017, and should have a limit liability of not less than one million dollars (\$1,000,000).

5.1.4 Other Insurance. To the extent available in Oregon, Tenant shall maintain such other insurance of such kinds, and in such amounts, as reasonably may be required from time to time by Landlord in writing during the Term, if such additional insurance is generally consistent, in the reasonable exercise of Landlord's discretion, with the insurance required by real estate owners in the state of Oregon.

5.2 General Requirements. All policies described in Section 5.1 shall include Landlord and Tenant, as loss payees and insured or additional insured, as applicable, as their respective interests may appear. All policies described in Section 5.1 shall contain: (a) the agreement of the insurer to give Landlord and each Leasehold Mortgagee, as applicable, at least ten (10) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material adverse change in said policies; (b) an agreement that such policies (other than Worker's Compensation) are primary and non-contributing with any insurance that may be carried by Tenant or Landlord; (c) a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; (d) a waiver by the insurer of all rights of subrogation against Landlord and its authorized parties in connection with any loss or damage thereby insured against; and (e) terms providing that any loss covered by such insurance shall be adjusted with Landlord and Tenant, but shall, to the extent required by the loan documents of any Leasehold Mortgage, be payable to the holder of any Leasehold Mortgage, who shall agree to receive and disburse all proceeds of such insurance, subject to the duty of Tenant to repair or restore the 7th Street Container Lofts. All policies under described in Section 5.1 must contain such endorsements and deductibles as reasonably may be

requested by Landlord and the exclusions must be limited to those approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

5.3 Evidence of Insurance. Certificates of insurance for all insurance required to be maintained by Tenant under this ARTICLE 5 shall be furnished by Tenant to Landlord at any time during the Term upon request.

5.4 Increases in Insurance. Landlord may from time to time, but not more frequently than once every twenty-five (25) years, require that the amount of insurance to be maintained by Tenant be increased so that the amount adequately protects Landlord's interest based on amounts of coverage required of comparable tenants in comparable ground leases in Oregon.

ARTICLE 6 MAINTENANCE AND ALTERATIONS

6.1 Maintenance of Leased Premises. During the Term, at Tenant's sole cost and expense, Tenant shall, or Tenant shall cause the Condominium Association and Unit Owners to, keep and maintain the Premises, the 7th Street Container Lofts, the City Parking Lot as set forth in Section 2.1.5, and all appurtenances thereunto belonging, in good and safe order, condition and repair. Tenant shall, or Tenant shall cause the Condominium Association and Unit Owners to, be responsible for any repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, necessary to maintain the Premises, the City Parking Lot as provided in Section 2.1.5, and the 7th Street Container Lofts thereon. At Tenant's or the Condominium Association's sole cost and expense, Tenant shall, or Tenant shall cause the Condominium Association and Unit Owners to, keep and maintain the Premises and the City Parking Lot as provided in Section 2.1.5, in compliance with all applicable laws, rules, regulations and ordinances of all federal, state, county, municipal and other public authorities having or claiming jurisdiction. Additionally, Tenant shall, or Tenant shall cause the Condominium Association and Unit Owners to, protect against and refrain from creating or allowing the creation of a recognized hazardous environmental condition on the Premises or the City Parking Lot. On a continuous basis during the Term, Tenant, at Tenant's or the Condominium Association's sole cost and expense, shall take all actions necessary to eliminate, remove, remediate or otherwise clean up any recognized hazardous environmental condition not existing at the Premises or City Parking Lot as of the Effective Date and not hereafter caused by City or third parties the City allows to use the City Parking Lot.

6.2 Alterations to Leased Premises. Subject to the permitted uses of the Premises set forth in Section 1.3, Tenant, the Condominium Association and the Unit Owners may make any additions, alterations or changes in or to the 7th Street Container Lofts in compliance with all applicable laws, rules, regulations and ordinances of all federal, state, county, municipal and other public authorities having or claiming jurisdiction.

ARTICLE 7 PERMITTED MORTGAGES

7.1 Leasehold Mortgage Provisions. As noted in Section 3.2 above, Tenant anticipates that the purchase of Units by Unit Owners may be financed with debt. For purposes of this Lease, a “**Leasehold Mortgage**” is any mortgage, deed of trust, security agreement or collateral assignment in favor of a public or private lender, any assignees or successor thereof that are Institutional Lenders and any other mortgages, deeds of trust, security agreements or collateral assignments encumbering a Unit Owner’s condominium estate in the Premises and Unit. A “**Leasehold Mortgagee**” is a holder of a Leasehold Mortgage. For purposes hereof, an “**Institutional Lender**” shall mean an entity that is a commercial bank, savings bank, savings and loan institution, insurance company, pension fund, investment bank, opportunity fund, mortgage conduit, real estate investment trust, commercial finance lender or other similar financial institution that ordinarily engages in the business of making, holding or servicing residential real estate loans including any affiliate thereof. Any Leasehold Mortgagee or designee thereof that acquires title to the Condominium estate or any part thereof, any person that acquires title to the Condominium estate through any judicial or nonjudicial foreclosure sale, deed or assignment in lieu thereof, or any sale or transfer made under any order of any court to satisfy, wholly or in part, obligations secured by any Leasehold Mortgage, and the successors and assigns of any such Leasehold Mortgagee, is referred to as a “**Transferee.**” Each Leasehold Mortgagee and Transferee is an intended beneficiary of the terms of this Lease.

7.2 Leasehold Mortgages and Transfers Authorized. Landlord acknowledges that a Unit Owner’s purchase of a Unit may require the Unit Owner to provide a security interest in its interest in the 7th Street Container Lofts. Foreclosure of any Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Leasehold Mortgage, or any conveyance of the Condominium estate hereunder, or any part thereof, and a Unit Owner’s interest in the 7th Street Container Lofts and other rights hereunder, or any part thereof, to any Leasehold Mortgagee or other person through, or in lieu of, foreclosure, trustee’s sale or other proceedings in the nature thereof, shall not require the consent of Landlord or constitute a breach of any provision of or a default under this Lease, and, upon such foreclosure, sale or conveyance, Landlord shall recognize the purchaser or other direct or indirect Transferee in connection therewith as the Unit Owner hereunder to the extent of the interest so transferred.

7.3 Notice to Leasehold Mortgagee. During any period in which a Leasehold Mortgage is in place, Landlord shall give each Leasehold Mortgagee at the last addresses of such Leasehold Mortgagee provided in a written notice to Landlord pursuant to the terms of Section 18.11, a duplicate copy of, and simultaneously with, all notices of default or other notices that Landlord may give to or serve in writing upon Tenant, the Condominium Association, or a Unit Owner (each a “**Tenant Party**” and collectively, the “**Tenant Parties**”) pursuant to the terms of this Lease; provided, however, that the failure of Landlord to send a copy of such notice to a Leasehold Mortgagee and the Tenant Parties shall not subject Landlord to any liability hereunder. The addresses of the Leasehold Mortgagee originally designated in the written notice to Landlord may be changed upon written notice delivered to Landlord in accordance with Section 18.11.

7.4 Right of Leasehold Mortgagee to Cure. Any Leasehold Mortgagee, at its option at any time within sixty (60) days or such longer period as may be applicable as provided below, following the expiration of the right of any Tenant Party to cure any default under this Lease (the “**Mortgagee Cure Period**”), may pay any amount or do any act or thing required of the Tenant Party by the terms of this Lease. Payments made and acts performed by such Leasehold Mortgagee within the Mortgagee Cure Period, shall be effective to prevent a termination of the rights of the Tenant Parties hereunder if such payments and acts conform to the terms of the notice from Landlord described in Section 7.3 or if, together with any performance by the Tenant Parties or any other person with any cure rights, they are sufficient, except as to timing, to exercise the right to cure that so expired.

7.4.1 If a non-monetary default by a Tenant Party is of such nature that it cannot practicably be cured without possession of the Premises, then the usual 60-day Mortgagee Cure Period shall be extended for as long as a Leasehold Mortgagee shall be proceeding with reasonable diligence to foreclose on the Tenant Parties’ interests or otherwise obtain possession of the Premises for itself or a receiver and is diligently pursuing cure of the default.

7.4.2 Prior to the expiration of the Mortgagee Cure Period, Landlord shall not cause any purported termination of this Lease nor take any action to deny the Tenant Parties possession, occupancy, or quiet enjoyment of the Premises or any part thereof.

7.4.3 Without limiting the rights of Leasehold Mortgagees, as stated above, and whether or not there shall be any notice of default hereunder, each Leasehold Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease, to pay all of the Rent due hereunder, with all due interest and late charges, to procure any insurance, to pay any taxes or assessments, to make any repairs or improvements, to do any other act or thing required of the Tenant Parties hereunder, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent termination of this Lease. Any Leasehold Mortgagee and its agents and contractors shall have full access to the Premises for purposes of accomplishing any of the foregoing. Any of the foregoing done by any Leasehold Mortgagee shall be as effective to prevent a termination of this Lease as the same would have been if done by the Tenant Parties.

7.5 Right to New Lease. If this Lease terminates for any reason, including the rejection of this Lease in a bankruptcy proceeding, then Landlord shall give written notice of such fact to each Leasehold Mortgagee, and, if one or more Leasehold Mortgagees gives written notice to Landlord (with the most senior Leasehold Mortgagee or its affiliated designee providing such notice) within thirty (30) days following delivery of such notice of termination by Landlord, Landlord agrees to enter into a new ground lease for the Premises or a new lease as to a Unit (a “**New Lease**”) for the remainder of the Term (including any Option Terms) effective as of the date of such termination, at the Rent and upon the other terms, conditions, covenants and agreements contained in this Lease and with equal priority thereto, on the conditions set forth in this Article 7. Notwithstanding anything to the contrary contained herein, no termination of this Lease shall become effective until, and the lien of each Leasehold Mortgage on the Premises

shall remain effective until, either a New Lease has been executed pursuant to this Article 7 or no Leasehold Mortgagee has timely demanded a New Lease during the 30-day period as set forth above. Upon entering into a New Lease, such Leasehold Mortgagee or its affiliated designee shall cure any monetary default by Tenant hereunder except Excluded Defaults.

7.5.1 The tenant under the New Lease shall have the same right, title and interest in and to the 7th Street Container Lofts and all obligations as the Tenant Parties had under this terminated Lease (other than with respect to Excluded Defaults), and Landlord and the new tenant shall execute and deliver any deed or other instrument and take such other action as may be reasonably necessary to confirm or assure such right, title, interest or obligations.

7.5.2 Nothing in this Article or this Lease shall be construed to imply that this Lease may be terminated because of rejection in any bankruptcy proceeding of the Tenant Parties.

7.5.3 If a Leasehold Mortgagee shall elect to demand a New Lease under this Article 7 and only if such Leasehold Mortgagee is not recognized as a proper plaintiff, Landlord agrees, at the request of, on behalf of and at the expense of the Leasehold Mortgagee, to institute and pursue diligently to conclusion any appropriate legal remedy or remedies to oust or remove from the Premises the original Tenant, the Condominium Association, the Unit Owners or those subtenants actually occupying the Premises, or any part thereof, as designated by the Leasehold Mortgagee, subject to the rights of non-defaulting Unit Owners' in occupancy of other Units at the Premises. Leasehold Mortgagees shall cooperate with Landlord in connection with any such actions.

Nothing herein contained shall require any Leasehold Mortgagee to accept a New Lease.

7.6 Limitation on Liability of Leasehold Mortgagee. No Leasehold Mortgagee shall be liable to Landlord unless it expressly assumes such liability in writing. If any Leasehold Mortgagee or other Transferee becomes the tenant under this Lease or under any New Lease obtained pursuant to this Article, then, except for its Unit's share of assessments assessed against all Units by the Condominium Association for bad debts, the Leasehold Mortgagee or other Transferee shall not be liable for the obligations of the Tenant Parties under this Lease that do not accrue during the period of time that the Leasehold Mortgagee or such other Transferee, as the case may be, remains the actual tenant under this Lease or New Lease, holding title to the leasehold or condominium estate thereunder. In no event shall any Leasehold Mortgagee or other Transferee be (a) liable for the erection, completion or restoration of any improvements; (b) liable for any condition of the 7th Street Container Lofts that existed prior to the date of its acquisition of a Tenant Party's interest in the 7th Street Container Lofts, or for any damage, loss, or injury caused by such preexisting condition, or for the correction thereof or the compliance with any law related thereto; (c) bound by any amendment of this Lease made after the date of the Leasehold Mortgage and without the prior written consent of the Leasehold Mortgagee; or (d) liable for any act or omission of any prior tenant of any portion of the 7th Street Container Lofts (including the Tenant Parties). Any liability of any Leasehold Mortgagee or other Transferee shall be limited to its interests in the leasehold and the Premises and shall be enforceable solely against those interests.

7.7 Estoppel Certificates; Nondisturbance Agreements. Landlord and Tenant agree that at any time and from time to time upon not less than ten (10) business days' prior written notice by the other party or upon request from any Leasehold Mortgagee or a permitted assignee, Landlord or the Tenant Parties will execute, acknowledge and deliver to the other party or to such Leasehold Mortgagee, a statement in writing certifying that (a) this Lease is unmodified and in full force and effect if such be the case or, if not, the extent to which this Lease has been modified; (b) the date through which the Rent has been paid; and (c) that, to the actual knowledge of the certifier (if such be the case), there is no default, set-off, defense or other claim against Landlord or Tenant, as applicable, other than those, if any, so specified under the provisions of this Lease or such statement. It is intended that any such statement may be relied upon by any persons proposing to acquire the interest of Landlord, Tenant or any Leasehold Mortgagee, as the case may be, in this Lease or by any prospective Leasehold Mortgagee or assignee of any Leasehold Mortgage. Each Unit Owner shall only be required to issue such a statement as to that Unit Owner's Unit and Condominium estate.

7.8 Actions not Effective Without Leasehold Mortgagee Consent. No cancellation, surrender, modification or amendment of this Lease, and no waiver of any of the Tenant Parties' rights thereunder, shall be effective as to any Leasehold Mortgagee for a Leasehold Mortgage existing before such cancellation, surrender, modification, amendment, or waiver thereof unless consented to in writing by each such Leasehold Mortgagee. No subordination of a Tenant Party's interest in the leasehold or the Premises, or the rents or income therefrom, to any encumbrance or assignment granted by Landlord and no joinder by the Tenant Party in any such encumbrance or assignment, shall be valid without the express written consent of each such Leasehold Mortgagee. No consent or waiver of any Leasehold Mortgagee shall be effective for purposes of this Lease unless it is made in writing.

7.9 No Merger. Any acquisition of the fee interest in the Premises by Tenant or the Condominium Association (or any fee interest in the 7th Street Container Lofts by Landlord), or other event by which the leasehold estate hereunder or any part thereof and the fee interest in the 7th Street Container Lofts shall come into common ownership, shall not cause a merger of the leasehold interest hereunder or the fee interest in the 7th Street Container Lofts with the fee interest in the Premises, without the express written consent of each Leasehold Mortgagee. Any merger of fee and leasehold estates that may occur, whether voluntary or involuntary, in whole or in part, shall not result in termination of this Lease or extinguishment of any Leasehold Mortgage, in whole or in part, without the express written consent of each Leasehold Mortgagee.

7.10 Bankruptcy of Landlord. If this Lease is rejected by Landlord or Landlord's trustee in bankruptcy following the bankruptcy of Landlord under the United States Bankruptcy Code (Title 9 U.S.C.), as now or hereafter in effect, the Tenant Parties shall not have the right to treat this Lease as terminated except with the prior written consent of all Leasehold Mortgagees, and the right to treat this Lease as terminated in such event shall be deemed assigned to each and every Leasehold Mortgagee whether or not specifically set forth in any such Leasehold Mortgage, so that the concurrence in writing of the Tenant Parties, as applicable, and each Leasehold Mortgagee shall be required as a condition to treating this Lease as terminated in connection with any such bankruptcy proceeding.

7.11 Registration of Leasehold Mortgagees. Each Tenant Party shall provide written notice to Landlord of the name and address of each of their respective Leasehold Mortgagees under this Lease.

7.12 Nondisturbance of Unit Owners. The Tenant, and upon assignment of this Lease by Tenant to the Condominium Association then the Condominium Association, will be responsible for performing this Lease including paying the Rent and property taxes, providing the insurance and performing the repairs. The Condominium Association will assess the Unit Owners for their share of those costs and use those assessment proceeds to fulfill the obligations under this Lease to Landlord. Landlord agrees to pursue its remedies for a breach of or default under this Lease only against Tenant, and upon assignment of this Lease by Tenant to the Condominium Association then only against the Condominium Association, and not to pursue remedies against the Unit Owners. Landlord agrees not to seek to recover possession of the Premises from the Unit Owners. Any recovery of possession from Tenant or the Condominium Association shall be subject to the condominium estates of the Unit Owners and their respective Leasehold Mortgagees. Landlord agrees not to disturb the possession of the Unit Owner and their Leasehold Mortgagees during the full Term notwithstanding a recovery of possession of the Premises from Tenant or the Condominium Association. A Unit Owner shall have no obligations to Landlord as to any Unit owned by another Unit Owner and shall have no payment obligations to Landlord as all such payment obligations will be the responsibility Tenant and the Condominium Association. Each Unit Owner shall have the right to pay its Unit Rent directly to Landlord if not paid by the Condominium Association. No party shall disturb a Unit Owner's condominium estates other than as may be allowed under the declaration and CC&Rs for the Condominiums.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of Landlord. As an inducement to Tenant to enter into and proceed under this Lease, Landlord warrants and represents to Tenant, as follows, which warranties, representations and covenants are true and correct as of the Effective Date, to the actual knowledge of Landlord:

8.1.1 The execution and delivery of this Lease and the performance of all of Landlord's obligations under this Lease have been or will be duly authorized by all necessary agency or other action, and the consummation of any such transactions with or on behalf of Landlord will not constitute a breach or violation of, or a default under, the charter, bylaws or other governing documents of Landlord or any agreement by which Landlord is bound, nor constitute a violation of any law, administrative regulation or court decree;

8.1.2 Landlord has received no written notice and has no knowledge, nor has Landlord been otherwise advised, of any pending or threatened taking relating to all or any part of the Premises;

8.1.3 Landlord has no right or option to acquire any of Tenant's right, title or interest in or to the Premises or the 7th Street Container Lofts, or any real or

personal property located thereon, except upon expiration or earlier termination of this Lease;

8.1.4 Any matter required by this Lease to have been approved by Landlord on or before the Effective Date has been approved;

8.1.5 Except as disclosed to Tenant in writing prior to the Effective Date, the Premises have not been used for any activities that, directly or indirectly, involve the use, if any, generation, treatment, storage, transportation or disposal of any petroleum product or any toxic or hazardous chemical, material, substance, pollutant or waste in violation of applicable law. Landlord has not received any notice, written or oral, of (i) any violation of any applicable federal, state, county or local statute, law, rule or regulation of any governmental authority relating to environmental, health or safety matters on or about the Premises; (ii) any allegation that, if true, would contradict any statement contained in this Lease; or (iii) the existence of any writ, injunction, decree, order, judgment, lawsuit, claim, proceeding or investigation, pending or threatened, relating to the use, maintenance or operation of the Premises (nor is Landlord aware of a basis for any such notice under (i), (ii) or (iii) above); and

8.1.6 Landlord holds fee title to the Premises.

8.1.7 The “actual knowledge of Landlord” means the actual knowledge on the Effective Date, without any duty of inquiry, of John Walsh.

8.2 **Representations, Warranties and Covenants of Tenant.** As an inducement to Landlord to enter into and to proceed under this Lease, Tenant warrants and represents to Landlord, as follows, which warranties, representations and covenants are true and correct as of the Effective Date, to the best knowledge of Tenant:

8.2.1 Tenant is duly organized or registered, as applicable, and validly existing and in good standing in the jurisdiction of its formation, and is duly registered to do business in every jurisdiction where such registration is necessary;

8.2.2 Tenant has taken all requisite limited liability company or other action to approve the execution, delivery, and performance of this Lease;

8.2.3 Tenant has the right, power and authority to enter into this Lease and the right, power and authority to comply with the terms, obligations, provisions and conditions contained in this Lease; and

8.2.4 The entry by Tenant into this Lease and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any or Tenant’s organizational documents, or any other agreements to which Tenant is a party or by which it is bound.

ARTICLE 9 EMINENT DOMAIN

9.1 Total Condemnation. If the whole of the Premises and the 7th Street Container Lofts, (or such portion of the Premises as renders it infeasible, in Tenant's sole discretion, but with the consent of all Leasehold Mortgagees, for Tenant to continue to operate and maintain the 7th Street Container Lofts), shall be appropriated or condemned under power of eminent domain during the Term, Tenant reserves unto itself the right to prosecute its claim for an award for damages for the termination of this Lease caused by such appropriation or taking, together with damages based on the value of Tenant's 7th Street Container Lofts on the Premises and damages Tenant may sustain caused by such appropriation and taking of, or the injury to, Tenant's leasehold interest. Landlord shall be entitled to prosecute its claim for the fee interest in the Premises, subject to this Lease and damages Landlord may sustain caused by such appropriation and taking of, or the injury to, Landlord's fee interest. In such event, this Lease shall terminate when Tenant can no longer use the Premises in the manner herein intended, or when possession thereof shall be required by the appropriating or condemning authority, whichever shall first occur; but such termination of this Lease shall not preclude nor restrict Tenant's right to an award as herein before provided.

9.2 Partial Condemnation. If a part of the Premises shall be taken or condemned under circumstances in which Tenant desires to continue this Lease, this Lease shall continue in full force and effect and shall terminate only as to that part of the Premises so taken. In that event, Tenant shall, at its own cost and expense, make all repairs to the 7th Street Container Lofts on the Premises affected by such taking or condemnation to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase). Compensation available or paid to Landlord or Tenant upon such a partial taking or condemnation shall be paid to Tenant to the extent that such compensation is attributable the taking of Tenant's leasehold interest, including the improvements thereon, and the remainder shall be paid to Landlord.

9.3 Temporary Taking. If there shall be a temporary taking with respect to all or any part of the Premises or of Tenant's interest in this Lease, then the Term shall not be reduced and Tenant shall continue to pay in full all rents, and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Tenant shall not be required to perform such obligations that Tenant is prevented from performing by reason of such temporary taking.

9.4 Joinder. If a Leasehold Mortgage exists, the Leasehold Mortgagees, to the extent permitted by law, shall be made parties to any taking proceeding and all rights of Tenant shall be subject to the terms of the Leasehold Mortgages.

ARTICLE 10 DAMAGE OR DESTRUCTION

10.1 Damage or Destruction to Leased Premises. Tenant shall give prompt written notice to Landlord after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Premises, the 7th Street Container Lofts or any portion thereof

(hereinafter sometimes referred to as a "**Casualty**"). Subject to Section 10.2, if during the Term the 7th Street Container Lofts shall be damaged or destroyed by Casualty, Tenant shall, subject to the terms of the Leasehold Mortgages, promptly and with all due diligence, apply for and collect all applicable insurance proceeds recoverable with respect to such casualty and fully repair or restore the Project.

10.2 Right to Terminate. If Tenant shall determine, subject to the rights of the Leasehold Mortgagees, by notice to Landlord given within thirty (30) days after receipt by Tenant of any such insurance proceeds, that it is not economically practical to restore the 7th Street Container Lofts and/or the Premises to substantially the same condition in which they existed prior to the occurrence of such Casualty, then Tenant may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice and retain all insurance proceeds.

10.3 Damage or Destruction near the end of the Term. If, during the last ten (10) years of the then-effective Term, the 7th Street Container Lofts shall be damaged by Casualty, then Tenant, with the consent of all Leasehold Mortgagees, shall have the following options to exercise within one hundred twenty (120) days after such casualty:

10.3.1 To repair or restore the 7th Street Container Lofts as provided in Section 10.1; or

10.3.2 To terminate this Lease by notice to Landlord, which termination shall be deemed to be effective as of a date not less than thirty (30) days after the date such notice is received by Landlord, and to retain all insurance proceeds.

10.4 Distribution of Insurance Proceeds. If this Lease is terminated pursuant to this Article 10, the insurance proceeds received as the result of such Casualty shall be distributed as follows: (a) if any Leasehold Mortgages are in place, first to the Leasehold Mortgagee to the extent of any indebtedness then owed to such Leasehold Mortgagees; and (b) then to Tenant or Condominium Association.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Default by Tenant. Each of the following is a material default and breach of this Lease by Tenant (a "**Tenant Default**"):

11.1.1 Failure to make any required Rent or any other payment as and when due, if the failure continues for a period of thirty (30) business days after written notice from Landlord to Tenant and all Leasehold Mortgagees. After two (2) such notices have been given during any calendar year, the thirty- (30-) business day period shall be reduced to ten (10) business days during the balance of such calendar year and shall then resume to thirty (30) business days for the following calendar year.

11.1.2 Failure to comply with any of the covenants or provisions of this Lease, other than those described in Section 11.1.1, if the failure continues for a period of sixty (60) business days after written notice from Landlord to Tenant and all Leasehold

Mortgagees. If the nature of Tenant's default reasonably requires more than sixty (60) business days for its cure, Tenant will not be in default if it commences to cure within the sixty- (60-) business day period and thereafter diligently pursues its completion.

11.1.3 Failure to achieve Substantial Completion of the Project on or before the deadline provided in Section 2.1.1.

11.2 Remedies Upon Default by Tenant. Upon any Tenant Default, Landlord may, subject in all respects to the provisions of this Lease with respect to Landlord's rights to cure defaults by Tenant, with respect to the rights of any Leasehold Mortgagees and subject further to the provisions of Section 7.12 and 11.5, do any or all of the following:

11.2.1 Upon ninety (90) day's written notice to Tenant, terminate Tenant's right to possession of the Premises, and this Lease shall terminate, except as provided in Section 7.12, as to Tenant but not as to the Unit Owners who shall then become direct tenants of Landlord. Landlord may re-enter and take possession of and remove, at Tenant's cost and expense, all persons or property, other than the Unit Owners or their property, and Tenant shall immediately surrender possession of the Premises to Landlord subject to the interests of the Unit Owners.

11.2.2 Maintain Tenant's right to possession, and this Lease shall continue in force whether or not Tenant has abandoned the Premises. Landlord shall be entitled to enforce all of its rights and remedies under this Lease including the right to recover Rent as it becomes due.

11.2.3 Pursue any other remedy available to Landlord under law or equity.

These remedies are not exclusive.

Notwithstanding the foregoing or any other provision herein, if:

(i) Landlord exercises its remedies pursuant to Section 11.2.1 through 11.2.3 and terminates this Agreement, Tenant, the Condominium Association, or any Leasehold Mortgagee, within ninety (90) days following such termination, may reinstitute this Lease for the balance of the Term by paying to Landlord an amount equal to the actual damages incurred by Landlord as a result of such Tenant Default and payment of any actual costs or expenses incurred by Landlord, including reasonable attorney fees and disbursements, as a result of such Tenant Default or reinstatement of this Agreement and

(ii) The only basis upon which Landlord may terminate this Lease and recover possession of the Premises due to a default by the Tenant or the Condominium Association under this Lease is nonpayment of Rent and not based on any other defaults under this Lease by Tenant or the Condominium Association so as to comply with the United States Federal Housing Administration (FHA) underwriting requirements. This section shall not preclude Landlord's recovery of damages for a default arising from other than the payment of Rent.

11.3 Reserved.

11.4 Default by Landlord. Landlord shall be in default of this Lease if Landlord fails to perform any material provision of this Lease it is obligated to perform, or if any of Landlord's representations or warranties were untrue in any material respect as of the Effective Date, and if the failure to perform is not cured within sixty (60) business days after written notice of the default has been given to Landlord. If the default cannot reasonably be cured within sixty (60) business days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within such 60-business day period and thereafter diligently pursues its completion. This right to such 60-business-day cure period shall not apply to a Landlord default which results in the disturbance of Tenant's or any Unit Owner's quiet possession and enjoyment of the Premises; in that circumstance Landlord shall have only a reasonable time to cure based on the nature of the default.

11.5 Remedies Upon Default by Landlord. Tenant may upon Landlord's default after written notice and opportunity to cure under Section 11.4 pursue any remedy available to Tenant under law or equity, subject to the limitations set forth elsewhere in this Lease.

ARTICLE 12 QUIET ENJOYMENT AND POSSESSION, INSPECTIONS

Landlord covenants and warrants that Tenant, upon payment of all sums herein provided and upon performance and observance of all covenants herein contained, shall peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Premises during the Term subject only to the provisions of this Lease and all applicable laws, ordinances and regulations.

ARTICLE 13 VACATION OF LEASED PREMISES

Tenant covenants that upon any termination of this Lease, whether by lapse of time or because of any of the conditions or provisions contained herein, Tenant, subject to Sections 7.3 and 18.3, will peaceably and quietly yield and surrender possession of the Premises to Landlord. An action of forcible detainer shall lie if Tenant holds over after a demand for possession is made by Landlord.

ARTICLE 14 AMENDMENTS FOR FHA AND OTHER GOVERNMENT REQUIREMENTS

Tenant may request an amendment to this Lease to comply with the requirements of the Federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission, or agency of the United States or the state of Oregon, or any other state in which the Units are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the state of Oregon, or such other state, the approval of which entity is required in order for it to insure, guarantee, or provide financing in connection with sale of the Units. Any such amendment shall be provided to Landlord for approval and signature, such approval and signature not to be unreasonably

withheld, conditioned, or delayed, and then signed by Tenant and recorded (or a memorandum thereof will be recorded).

ARTICLE 15 TRANSFERS

Except as otherwise provided in this Article 15 and subject to all statutory and regulatory requirements applicable to this leasehold, Tenant shall have no right to transfer any legal or beneficial interest in Tenant's estate hereunder or to assign this Lease without Landlord's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Landlord hereby consents to: (a) a transfer by Tenant or any Unit Owner to any Leasehold Mortgagee in compliance with Article 7, and to an assignment or other transfer by any Leasehold Mortgagee to a third-party purchaser following a foreclosure sale or acceptance by the Leasehold Mortgagee or its designee of a deed-in-lieu of foreclosure; (b) any transfer between Tenant and Unit Owners in connection with the sale of a Unit; and (d) full assignment of this Lease to the Condominium Association following the establishment of the Condominiums, provided that the Condominium Association agrees to be bound by all terms of this Lease, at which time the original Tenant shall be deemed released from all future liability under this Lease accruing after the effective date of the assignment to the Condominium Association. Upon the granting of any written consent by Landlord with respect to a transfer by Tenant, this Lease shall be binding upon the assignee, Leasehold Mortgagees and other transferees.

ARTICLE 16 GENERAL INDEMNIFICATIONS

16.1 By Landlord. Subject to the Oregon Tort Claims Act, the Oregon Constitution, and all other applicable law, Landlord agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Tenant) Tenant, its officers, commissioners, directors, affiliates, agents and employees and all Unit Owners from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorney fees and expenses) (collectively "**Claims**"), arising directly or indirectly out of Landlord's default of Landlord's obligations under this Lease, except to the extent caused by the gross negligence, bad faith, or intentional misconduct of a Tenant Party.

These indemnities shall survive the termination of this Lease.

16.2 By Tenant. Notwithstanding any other provision of this Lease, Tenant hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Landlord) Landlord, its officers, commissioners, directors, affiliates, agents and employees from and against any and all Claims arising directly or indirectly out of the acts or omissions of any Tenant Party on or related to the Premises, the City Parking Lot, or this Lease or the construction or operation of the 7th Street Container Lofts, except to the extent caused by Landlord's gross negligence, bad faith or intentional misconduct. In addition, if any contractor or subcontractor which performed any construction work for Tenant or Tenant's affiliates on the 7th Street Container Lofts shall assert any Claim against Landlord on account of any damage alleged to

have been caused by Unit Owners, Tenant or Tenant's affiliates, their members, partners, officers, directors, affiliates (other than Landlord), agents or employees, or their construction contractors, Tenant shall defend at its own expense any suit based upon such Claim; and if any judgment or Claim against Landlord shall be allowed, Tenant shall pay or cause to be paid or satisfied such judgment or Claim and pay all costs and expenses, including without limitation any of Landlord's attorney's fees for review of the suit, judgement or Claim, in connection therewith. This indemnification obligation shall be the responsibility of Tenant until this Lease is assigned to the Condominium Association and shall thereafter be the sole responsibility of the Condominium Association and not the Unit Owners.

These indemnities shall survive the termination of this Lease.

ARTICLE 17 RIGHT OF FIRST REFUSAL

If Landlord desires to sell the Premises during the Term and receives from a prospective purchaser a *bona fide* offer to purchase, Landlord shall first offer the Premises for sale to Tenant, as follows:

17.1 Offer. Landlord shall give written notice to Tenant stating the name of the prospective purchaser and the price of the proposed sale, together with a true copy of the offer from the prospective purchaser (the "**Offer**").

17.2 Exercise of ROFR. Within thirty (30) days after the giving of notice of the proposed sale, Tenant may elect to purchase the Premises at the same price and on the same terms and conditions as contained in the Offer or upon terms and conditions no less favorable to Landlord than those contained in the Offer. However, the price shall be adjusted to equal the net return to Landlord under the proposed sale after adjustment for the difference, if any, in real estate commissions and costs of closing payable in the event of the proposed sale as opposed to sale to Tenant. If the Offer requires the payment of consideration other than cash (e.g., exchange of property or services), Tenant may nevertheless exercise its right to purchase and substitute cash equal to the fair market value of such noncash consideration. The election to purchase by Tenant shall be exercised by written notice to Landlord given within the foregoing thirty- (30-) day period.

17.3 Closing. If Tenant elects to purchase the Premises, the sale shall be closed on the date specified by Tenant in the notice of election, which shall be not less than ninety (90) days after the giving of notice, or, at Tenant's election, on the date, if any, specified as the closing date in the Offer.

17.4 Expiration of Offer. If Tenant fails to timely exercise its right to purchase the Premises pursuant to this Article 17 and for any reason Landlord does not sell or convey the Premises to the named prospective purchaser on the terms contained in the Offer within one hundred eighty (180) days after the giving of Landlord's notice pursuant to Section 17.1, then (a) Landlord shall resubmit the Offer, as well as any other offer, to Tenant before selling the Premises and such Offer shall be subject to Tenant's right of first refusal pursuant to this ARTICLE 17. If Tenant fails to timely exercise its right to purchase the Premises and Landlord

timely sells the Premises to the named prospective purchaser on the terms contained in the Offer, the purchaser shall take the Premises subject to all the terms of this Lease including Tenant's right of first refusal with respect to subsequent sales.

17.5 ROFR Held by Condominium Association. This right of first refusal shall be held by Tenant until this Lease is assigned to the Condominium Association and shall thereafter be held by the Condominium Association and not by the Unit Owners.

ARTICLE 18 MISCELLANEOUS PROVISIONS

18.1 Entire Agreement, Modifications. This Lease supersedes all prior discussions and agreements between the parties with respect to the Premises. This Lease contains the sole and entire understanding between the parties with respect to the Premises, and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Lease. This Lease shall not be modified or amended in any respect, except by written instrument specifically referencing such a modification or amendment which is executed by or on behalf of the parties in the same manner as this Lease is executed and to which each Leasehold Mortgagee has consented in writing.

18.2 Governing Law and Choice of Venue. This Lease, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the state of Oregon. Any legal action to enforce the terms of this Lease shall be brought in Columbia County, Oregon. The prevailing or non-defaulting party in such action shall be entitled to its attorney fees and costs at the trial court and upon appeal.

18.3 Binding Effect. This Lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors and permitted assigns.

18.4 Severability. If any provision or portion of this Lease is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof, except to the extent the rights and obligations of the parties have been materially altered by such unenforceability.

18.5 Further Assurances. From and after the Effective Date, Landlord and Tenant, at the request of the other party, shall make, execute and deliver or obtain and deliver all such affidavits, deeds, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things that either party may reasonably require to effectuate the provisions and the intention of this Lease.

18.6 Captions. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely to facilitating convenient reference to this Lease, shall not supplement, limit or otherwise vary the text of this Lease in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to articles, sections, subsections, paragraphs and subparagraphs by number refer to the text of such items as so numbered in this Lease.

18.7 Gender, Number, Parts of Speech and Time Periods. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise. If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Wherever used in this Lease, "**business day**", whether capitalized or not, means any day other than a Saturday, Sunday, or any other day on which national banks in Portland, Oregon, are not open for business. If a period of time is specified from a given day, or from the day of an act or event, it shall be calculated exclusive of that day. Wherever this Lease refers to a number of days, such number shall refer to calendar days unless business days are specified. If any period of time specified in this Lease ends on a day other than a business day, such period shall be extended to the next following business day.

18.8 Exhibits. Each exhibit referred to or otherwise mentioned in this Lease is attached to this Lease and is and shall be construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to and other-wise mentioned.

18.9 References. All references to section or subsections shall be deemed to refer to the appropriate section or subsection of this Lease. Unless otherwise specified in this Lease, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this Lease as a whole, and not to any particular section or subsection hereof. A reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation," as applicable. The word "shall" means mandatory and imperative.

18.10 Rights Cumulative. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

18.11 Notices. All, notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be sent, with all applicable postage and delivery charges prepaid, (a) by certified mail, return receipt requested; (b) by Federal Express, or another recognized, reputable overnight courier service; (c) by hand delivery by a recognized, reputable courier; or (d) by electronic mail if simultaneously sent by another means allowed hereunder, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt or refusal of delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder. Legal counsel for the respective Parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

To Landlord:

City of St. Helens
Attn: City Administrator
P.O. Box 278

St. Helens, OR 97051
Email: jwalsh@ci.st-helens.or.us

With a copy to:

Radler White Parks & Alexander
Attn: Dina Alexander
111 SW Columbia Street, Suite 1100
Portland, Oregon 97201
Email: dalexander@radlerwhite.com

To Tenant:

7th Street Container Lofts LLC
13014 Clackamas River Drive
P.O. Box 387
Oregon City, OR 97045
Email: ccoffman@coffmanteam.com

With a Copy to:

Randall B. Bateman, Esq.
Bateman Seidel
888 SW Fifth Avenue, Suite 1250
Portland, Oregon 97204
Email: rbateman@batemanseidel.com

18.12 Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement. Delivery of a copy or counterpart to this Lease bearing an original signature by PDF transmission or by electronic mail shall have the same effect as physical delivery of the paper document bearing the original signature.

18.13 Time of Essence. Time is and shall be of the essence in this Lease.

18.14 Recording of Lease. Within ten (10) business days of the Effective Date, Tenant shall record this Lease or a memorandum of this Lease in a form approved in writing by Landlord at Tenant's sole expense.

18.15 No Third-Party Beneficiaries. Except to the extent expressly provided in this Lease, this Lease is not intended to confer upon any person other than the parties to this Lease, and their successor and assigns, any rights or remedies under this Lease.

18.16 Landlord Acting in Proprietary Capacity. The parties recognize that Landlord must retain its regulatory powers and that Landlord's regulatory bodies, in carrying out their responsibilities, should do so independently without influence by other Landlord officials or employees. This Lease does not restrict the Landlord's staff from performing their usual regulatory review, comment, and advisory functions. Nothing in this Lease shall be construed to limit or affect Landlord's exercise of its police powers. By entering into this Lease, Landlord is specifically not obligating itself or any other agency with respect to any discretionary or regulatory action relating to development or operation of the Project, including, but not limited to, rezoning, variances, environmental clearances, regulatory plan reviews, code compliance, or

any other governmental agency approvals or regulatory actions which are or may be required or authorized. When reasonably feasible to do so, Landlord will work in good faith to facilitate the cooperation of, and coordination among, Landlord's staff. This 18.16 shall survive the termination of this Lease.

(Signatures on following pages.)

IN WITNESS WHEREOF, this Lease is made and entered into in multiple original counterparts with the intent it be effective as of the Effective Date notwithstanding the date of execution and delivery.

"LANDLORD"

CITY OF ST. HELENS, an Oregon municipal corporation

By: _____
Name: Rick Scholl
Title: Mayor

By: _____
Name: John Walsh
Title: City Administrator

STATE OF OREGON)
) ss.
County of Columbia)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Rick Scholl as the Mayor of the City of St. Helens, an Oregon municipal corporation, on behalf of such municipal corporation.

Notary Public for Oregon
My commission expires: _____
Commission No.: _____

STATE OF OREGON)
) ss.
County of Columbia)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by John Walsh as the City Administrator of the City of St. Helens, an Oregon municipal corporation, on behalf of such municipal corporation.

Notary Public for Oregon
My commission expires: _____
Commission No.: _____

"TENANT"

7TH STREET CONTAINER LOFTS, LLC,
an Oregon limited liability company

By: NORWAY CONSTRUCTION LLC,
an Oregon limited liability company d/b/a
Relevant Building Company
Its: Managing Member

By: _____
Carl T. Coffman, its Sole Member

STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Carl T. Coffman, as the Sole Member of Norway Construction LLC, an Oregon limited liability company, d/b/a Relevant Building Company, as the Managing Member of 7th Street Container Lofts LLC, an Oregon limited liability company, on behalf of such limited liability company.

Notary Public for Oregon
My commission expires: _____
Commission No.: _____

EXHIBIT A TO GROUND LEASE

Premises Legal Description

Lots 16, 17, 18 and 19, Block 62, CITY OF ST. HELENS, in the City of St. Helens, Columbia County, Oregon.

EXHIBIT B TO GROUND LEASE

Project Overall Site Plan

[PLEASE PROVIDE]

EXHIBIT C TO GROUND LEASE

Financial Assistance

1. Landlord will waive or credit building permit fees, including, but not limited to, electrical permit fees, plumbing permit fees, mechanical permit fees, inspection fees, specialty inspection fees, parks system development charges, transportation system development charges and water system development charges (collectively, “**Permit Costs**”) in excess of forty thousand dollars (\$40,000) to be paid to Landlord or any other governmental agency with jurisdiction over the Project. Tenant will pay all Permit Costs up to forty thousand dollars (\$40,000). Landlord will provide a credit against Permit Costs to be paid to Landlord for amounts actually paid by Tenant for Permit Costs charged by other agencies (to the extent the Permits Costs paid to the other agencies plus the Permit Costs paid to Landlord exceed \$40,000).
2. As provided in Section 2.1.4, Landlord will provide Tenant either a Rent credit or a credit against Permit Costs to reimburse Tenant for the actual, out-of-pocket costs of the City Parking Lot construction. Such costs are currently estimated at \$35,000.
3. Landlord will pay for all Landlord staff time to coordinate the Project in Landlord’s proprietary capacity.

CONTRACT PAYMENTS

City Council Meeting
August 15, 2018

Duke's Root Control, Inc.

Project: Sewer Root Control (Inv#14326)

\$ 7,361.73



DUKE'S

Root Control, Inc.

1020 Hiawatha Blvd, West
Syracuse, NY 13204-1131
(800) 447-6687 (315) 475-4203 (FAX)

INVOICE

No. 14326

RECEIVED

JUL 19 2018

SOLD
TO

ACCOUNTS PAYABLE
CITY OF ST. HELENS
P.O. BOX 278
SAINT HELENS, OR 97051-0278

Auth By CITY OF ST. HELENS
SHARON DARROUX

Dept. SEWER MAINTENANCE

Job Number	Cust #	Invoice Date	Customer PO #	Ship Via	Product Code
18-0656	M6AUB	7/13/2018	N/A	N/A	401
QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT	
2.00	EACH	MANHOLE ROOT CONTROL	125.00	250.00	
951.00	FEET	6" PIPE SEWER ROOT CONTROL	1.59	1,512.09	
547.00	FEET	8" PIPE SEWER ROOT CONTROL	1.59	869.73	
736.00	FEET	10" PIPE SEWER ROOT CONTROL	1.76	1,295.36	
616.00	FEET	12" PIPE SEWER ROOT CONTROL	1.92	1,182.72	
271.00	FEET	15" PIPE SEWER ROOT CONTROL	2.73	739.83	
432.00	FEET	18" PIPE SEWER ROOT CONTROL	3.50	1,512.00	
Federal Tax Number: 75-3026801					
<div>APPROVED FOR PAYMENT</div> <div><div>INIT</div><div>DATE</div><div>ACCOUNTS PAYABLE</div><div>FINANCE</div><div>SUPERVISOR</div><div>8/7/18</div><div>8-7-18</div></div>					
<div>PLEASE PAY FROM</div> <div>ACCOUNT # 603-000-053 010</div> <div>SIGNATURE 7-23-18</div> <div>DATE</div>					
NET INVOICE				7,361.73	
FREIGHT				0.00	
SALES TAX				0.00	
TOTAL				7,361.73	

TERMS: NET 30 DAYS

INVOICES NOT PAID WITHIN 30 DAYS ARE SUBJECT TO A SERVICE
CHARGE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL RATE OF 18%

City of St. Helens

Consent Agenda for Approval

ANIMAL FACILITIES

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

<u>Owner Name</u>	<u>Location</u>	<u>Purpose</u>
♦ Kenneth Law	190 Allendale Dr.	Multiple Chickens

Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

RECEIVED

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

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

JUN 28 2018

CITY OF ST. HELENS

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

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

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

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

Address at which animal(s) will be kept: 190 Allendale dr				
Applicant Information			Alternate Contact/In Case of Emergency	
Name: Kenneth Law			Name: Mary S. Adenau/Freeman	
Mailing address: PO Box 1635			Mailing address: PO Box 1635	
City/State/Zip: St. Helens, Or 97051			City/State/Zip: St Helens, Or 97051	
Cell phone:			Cell phone:	
Home phone:			Home phone:	
Email:			Day/time of week that works best for you: M-F 9-5	
List each animal to be kept at the above address (attach additional paper if more than 6 animals)				
Species/Breed	Name	Sex	Age	County Dog License Expiration Date
1. Hen	?	F	2	
2. Hen	?	F	2	
3. Hen	?	F	2	
4. Hen	?	F	2	
5. Hen	?	F	2	
6. Hen	?	F	18 weeks	
Veterinarian Information				
Name:			Phone:	
Address:			City/State/Zip:	
Liability Insurance Information				
Agent's Name:			Phone:	
Insurance Company:			Policy No:	
Attach a copy of the policy indicating applicant is covered while maintaining the described animal(s) or have a copy available for the officer when they come to inspect your facility.				

AUTHORIZATION

I, Kenneth W Law, understand that I am applying for an animal facility license to keep the above listed animal(s) at 190 Allendale dr, St. Helens, Oregon. I have read Municipal Code Chapter 6.04 Animal Control Code, and fully understand my obligation as an animal owner and facility operator and agree to comply with the Code and applicable county, state and federal laws. I further understand that this license, if approved, is valid for a period of two years and must be renewed prior to expiration.

Kenneth W Law
Applicant Signature

6/28/18
Date Signed

FOR OFFICE USE ONLY

Date received: 6-28-18	Officer assigned:	Date forwarded to City Recorder:
Received by: BB	Date/Time of inspection:	Council meeting date:
Receipt No.: 01490710	Officer recommendation:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Dated forwarded to PD: 7-3-18	<input type="checkbox"/> Approve <input type="checkbox"/> Deny	If approved, date license issued:
Forwarded by: Becky Bear		Expiration date:

Cont. Kenneth Law / Mary Freeman

Hen	8	weeks
Hen	8	weeks
Hen	"	"
Hen	"	"
Hen	"	"
Hen	"	"

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

82

06/28/2018 4:15 PM
Receipt No. 01490710

ANIMAL FACILITY LIC
ENSE - 190 ALLENDAL
E

40.00

Total 40.00

Cash 0.00
Check 3504 40.00

KENNETH LAW
Customer #000000

,
Cashier: beckyb
Station: CH-FROUNTCORNER

St. Helens Police Department
COMMUNITY PARTNER RELEASE

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

COMMUNITY PARTNER RELEASE	
DATE RELEASED 07/24/2018	
AUTHORIZED BY 33AHAR-HARTLESS, ADAM J	RELEASED BY 33MDUR-DURAN, MALINDA R
BUSINESS NAME CITY COUNCIL	
NAME	
RELEASE INSTRUCTIONS	



St. Helens Police Department
COMMUNITY PARTNER RELEASE

GO 33 2018-18 E NUMBER
99 44414

GENERAL OFFENSE										
REPORTED DATE/TIME 07/11/2018 1223		OCCURRED DATE/TIME 07/11/2018 1223			REPORTING OFFICER/DEPUTY NAME & # HARTLESS, ADAM J (33AHAR)					
LOCATION OF INCIDENT 190 ALLENDALE DR, ST HELENS							PLACE			
COUNTY COLUMBIA		DISTRICT SH		BEAT SH		GRID 05105				
SEVERITY		FAMILY VIOLENCE		GANG INVOLVEMENT		SPECIAL STUDY				
RELATED INCIDENT NUMBERS										
TOTAL LOSS		TOTAL RECOVERED		DAMAGED TOTAL			DRUG TOTAL			
INTERNAL STATUS NOT AN OFFENSE				APPROVED BY CASTILLEJA, JOSE (44420)				APPROVED ON 07/20/2018		
OFFENSES [1]										
OFFENSE ANIMAL VIOLATION/ORD				STATUTE		PREMISE TYPE Residence/Home				
PERSON - OWNER #1										
NAME (LAST, FIRST MIDDLE) LAW, KENNETH WILLIAM SR				SEX MALE		RACE WHITE		DOB		AGE
HOME ADDRESS - STREET, CITY ZIP 190 ALLENDALE DR, ST HELENS OR 97051						HEIGHT		WEIGHT		HAIR COLOR EYES
HOME PHONE		CELL PHONE		WORK PHONE		EMAIL ADDRESS				
DRIVERS LICENSE (STATE)		SOCIAL SECURITY NUMBER		POB						

St. Helens Police Department
COMMUNITY PARTNER RELEASE

CASE SUMMARY

AUTHOR HARTLESS, ADAM J (33AHAR)	DATE/TIME 07/19/2018 1035
-------------------------------------	------------------------------

SUBJECT CASE SUMMARY

On 07/11/2018 at about 1223 hours an Animal Facility License Inspection was conducted at 190 Allendale Drive.

NARRATIVE

AUTHOR HARTLESS, ADAM J (33AHAR)	DATE/TIME 07/19/2018 1042
-------------------------------------	------------------------------

SUBJECT NARRATIVE

On Friday, 7/11/18 at approximately 1223 hours, I met with Mr. Kenneth Law at his residence at 190 Allendale Drive, St. Helens, OR to conduct a prescheduled Animal Facility License Application inspection. This inspection is to ensure the premises is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. During the inspection he showed me his liability insurance rider information from Farmers Insurance Company and information regarding where he seeks veterinary care for his animals; Midway Veterinary Clinic.

I noticed his home is a single family home in a residential neighborhood. Kenneth explained that the facility license is to allow him to have a larger number of Chickens, not to run a shelter or boarding service. Kenneth has a total of twelve Hens, all of whom appeared to be in good health.

I saw the residence had a spacious back yard encircled with a sturdy fence. The fence was in good condition. This space has adequate runoff to prevent water pooling. Kenneth told me that the hens stay in a chicken coop in the back yard. The coop appeared to be in good condition.

Kenneth invited me to the back yard where he showed me the chicken coop. The coop was a 12'x12' fully enclosed coop with wood posts surrounded by chicken wire fencing. Attached with a ramp was a wood "roosting box" that was also in good condition. Inside the coop there was a plastic feeder that was off of the ground. There was also a similar feeder inside the "roosting box."

The yard was clean and orderly. Kenneth said she cleans the coop regularly, putting waste into the garbage. While Kenneth does not have a quarantine area for possible diseased animals, he said he does not run a shelter or "rescue facility" and he does take his animals for veterinary care when needed.

I am not aware of any recent complaints received by SHPD regarding noise, odors, stray animals, or other Ordinance violations regarding Kenneth or his residence. In my opinion I think that Kenneth Law should be granted an Animal Facility License.

St. Helens Police Department
COMMUNITY PARTNER RELEASEGO 33 2018-110044414
IE NUMBER

ACTION RECOMMENDED	
AUTHOR HARTLESS, ADAM J (33AHAR)	DATE/TIME 07/19/2018 1046
SUBJECT ACTION RECOMMENDED	
Forward to City Council for approval.	

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 15th day of August, 2018 are the following Council minutes:

2018

- Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated July 18, 2018

After Approval of Council Minutes:

- ☐ Scan as PDF Searchable
- ☐ Make one double-sided, hole-punched copy and send to Library Reference
- ☐ Minutes related to hearings and deliberations get copied to working file
- ☐ Save PDF in Minutes folder
- ☐ Update file name of Word document in Granicus & Publish
- ☐ Copy Word document into Council minutes folder on Administration drive
- ☐ Update file name & signature block of Word ES document & copy in Admin drive
- ☐ Email minutes link to distribution list
- ☐ Add minutes to HP Trim
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City of St. Helens

City Council

Work Session Minutes

July 18, 2018

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

Members Absent: None

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Finance Director
Margaret Jeffries, Library Director
Sue Nelson, Public Works Operations Director
Adam Hartless, Code Enforcement Officer
Tina Curry, Event Manager
Lisa Scholl, Deputy City Recorder
Joe Hogue, Police Lieutenant/Interim Chief
Jacob Graichen, City Planner

Others:

Bert Mueller	Sue Mueller	Agnes Petersen
Patrick Birkle	Dennis Hills	Al Petersen
Keith Forsythe	Jenn Farrington	Kannikar Petersen
Andrew Niemi	Leah Tillotson	Steve Topaz
Nicole Thill	Frank Perea	

1) **Call Work Session to Order - 1:02 p.m.**

2) **Visitor Comments - Limited to five (5) minutes per speaker**

- ♦ Al Petersen. He has concerns about the direction City Council is moving. He submitted a letter last week about the public hearing held for the sale of the Boise White Paper property. He is appealing the hearing. He referred to the Waterfront Redevelopment Activities page of the website. Since City Administrator Walsh arrived, the City has gotten a great number of plans and increased citizen input on development. Instead of the City working on a plan for the property, the City decided last year to lease the property to a marijuana facility. Now, the City wants to sell the property to the facility. Nowhere in the plans or public meetings was there a desire for St. Helens property to become a marijuana grow facility. He talked about the history of the company and owners who are purchasing the property. Does the City really know who they are dealing with? It was never disclosed during the public hearing.
- ♦ Dennis Hills, St. Helens Alano Club. He distributed a handout to the Council. A copy is included in the archive meeting packet. Their lease expires this year. They have leased the building since 2002. The Club was established to provide a stable meeting place for

recovery groups. He talked about what they offer and the impact they have on the community. Over the last five years, the Club has re-roofed the building, added two heat pumps, replaced all the windows and lights, and added 12 inches of insulation in the ceiling. The handout further lists what they've done. The only thing the City has had to pay for was half of the roofing materials, which was \$1,800. Their programs are successful and benefit the community.

Mayor Scholl declared that he serves on the Alano Club Board. There is an item on tonight's agenda related to the lease. Dennis added that the request is a five-year lease. They pay \$250/month.

- ◆ Bert Mueller, Lions Club. He talked about the service projects they perform in St. Helens. They hold a picnic in McCormick Park each August. The fee has not been waived because they are not a 501(c)(3) organization yet. He is requesting Council waive the fee in light of the service projects performed on City-owned property.

It was the consensus of the Council to waive the park use fee for the Lions Club and take the cost out of the Council expenses.

- ◆ Steve Topaz. Questions and comments for the Council:
 - The blackberries were chopped down and sprayed along Old Portland Road, between 5th and 7th Streets. A lot of people enjoy the blackberries from there. Who made the decision to chop them down? Which Councilor is in charge of that?
 - Working on getting a ferry system between St. Helens and Washington. Right down the middle of the Columbia River is the main disaster area for the Cascadia Subduction Zone. The City is well within the area. Emergency Management points out that the maps are incorrect and underestimates the amount of damage. In the event of an earthquake, the cooling pond would go into the Multnomah Channel. The proposed marijuana facility will interfere with the location of the ferry landing.
 - He's concerned that selling City property to a marijuana facility will jeopardize the City obtaining federal grants in the future.
 - Councilor Locke announced that he's going to resign at the beginning of next year. If he gives a 30-day notice at the beginning of the year, there would have to be an election. But keeping his resignation until the end of the year, there is no requirement and the Council can appoint who they want. Locke has been involved in the marijuana negotiations. There's a rumor that he's being hired by them and moving to Salem. If that's the case, how does that look ethically to the State?
- ◆ Patrick Birkle. He sees later on the agenda that the Council will be discussing the sale of property in the St. Helens Industrial Park. The City held a meeting about it recently but it did not include any information about the owner and why the City was selling it. He does not believe that the ORS requirements were met. If discussions have been going on since December, where are the decisions being made? He is concerned that the City is involved in the marijuana business. What is the long-term plan for the property? Is the property being sold piece-meal? What account do the funds go into? He heard projections of 400-500 jobs. That would be great but what is it based on? All he has

seen is that this company has been meeting lots of obstacles and now the City wants to sell it to them. At least with a lease, the City would have some control.

- ♦ Tina Curry. 4th of July update
 - Received positive feedback about the event and all the activities.
 - People were happy that they could get out of the parking lot quickly.
 - Most successful year since she's been here.
 - Thanked everyone who participated and helped.

Mayor Scholl mentioned the positive feedback he has heard about 4th of July as well.

3) **Discussion Topics**

3.A **Presentation of Plaque to Outgoing Arts & Cultural Commission Member Kannikar Petersen**

Councilor Conn and Library Director Jeffries thanked Kannikar for her eight years of service and dedication on the Arts & Cultural Commission.

3.B **Employee Length of Service Awards**

Mayor Scholl announced three employees who have reached milestones in their employment with the City of St. Helens. The following individuals will receive a certificate and pin.

20 Years

Joe Hogue was hired on full-time in July of 1998 as a Patrol Officer. In September of 2003, he became a Sergeant and then in January of 2017, he was promoted to Lieutenant.

5 Years

Anthony Miltich was hired as Patrol Officer on May 30, 2013. He has served as Detective and Sergeant.

Joel Beehler began working for the City in the summer of 2011 as a summer laborer. He worked the summer of 2012, again, and then worked temporarily as a Utility Worker I until he was subsequently hired permanently on July 1, 2013. In April of this year, he moved into the Utility Worker II position.

Congratulations, Joe, Anthony and Joel, and thank you for your service!

3.C **Review Animal Facility License Application from Mylissa Snider**

City Recorder Payne informed the Council that Code Enforcement Officer Hartless performed an inspection of the facility. A copy is included in the archive meeting packet. The facility was not up to par in cleanliness. He is leaving the decision up to the Council of whether or not to issue a license.

Mayor Scholl asked Hartless to elaborate on the cleanliness concerns. Hartless pointed out that public safety is the only requirement for issuing a license. It would be safe. However, there was a lot of organized clutter in the house, a fence was broken, a lot of stains and the smell of urine or ammonia in the house.

Councilor Carlson asked if there has been any history of complaints by neighbors. Hartless did not see any reports of complaints.

Discussion ensued. These licenses are good for two years. There are stipulations that say facilities can be inspected at any time. Based on the Ordinance, Hartless said there is no reason for it to not be issued. Consensus of Council to review the Ordinance and make changes for animal safety. Payne suggested adding a criteria to the Code requiring a re-inspection if the first inspection was subpar. That will give them time to clean it up.

3.D Discuss Request from Greater St. Helens Park & Recreation District - Matt

Finance Director Brown reminded the Council of discussions to start billing the Greater St. Helens Park & Recreation District (GSHPRD) for their water and sewer usage. Andrew Niemi was in attendance and reviewed a letter that is included in the archive meeting packet. Andrew explained that the pool loses approximately one inch of water per 24 hours in evaporation and water splash out. Only 36% of the water used would end up in the sanitary sewer. They are requesting a discount of 35%.

Discussion ensued. Public Works Engineering Director reported that there is a precedent for reducing sewer use with manufacturers who use a lot of water in their process. It's been done for businesses whose water evaporates into steam. They're still charged for the full of amount of water being used. Residents are billed for sewer based on an average used in the winter when they're not watering lawns, washing cars, running through sprinklers, etc. She feels their request is appropriate.

Council President Morten asked Andrew if it would help to do a five or ten year step to gradually assume full billing. Andrew does not want to speak for the entire Board. It's a bill that they hadn't planned on paying. They're working it into the upcoming budget. It's a hardship and comes at the same time as a minimum wage increase. Anything the Council is willing to do to soften the impact is helpful. This has emphasized the need for conservation. Sometimes you can become lax when you're not paying for a resource.

Mayor Scholl said that the only one in St. Helens who does not pay for water in St. Helens is the City. They paid \$11 million for the facility. He's a tax payer. The GSHPRD receives tax money. He's not opposed to entering into a wholesale rate. The pool is an icon. It was not the City's intent to try to shut down the pool.

Councilor Conn values the partnership with Eisenschmidt pool. It's provided summer recreation when there hasn't been anything else available. She wants to partner with them for the Recreation Program. If Nelson does not think the request is unreasonable, she supports it. Nelson clarified that the reduction of the use should be applied to just the sanitary sewer because the water is being used. The sanitary facilities are not being used to the same extent.

Finance Director Brown reviewed a spreadsheet showing the discount. A copy is included in the archive meeting packet. He proposes a 25% fee increase over a time span. It would begin about \$330 a month and increase over a four year increment to reach 100%.

3.E Review Legislative Priorities for LOC Advocacy Top 4 and Bottom 4

Council reviewed the priorities. The management team recommends:

Top 4:

- I. Infrastructure Financing and Resilience
- R. Property Tax Reform

- S. Qualification Based Selection (QBS)
- U. Safe Routes to School Match

Bottom 4:

- K. Local Control Over Speed Limits on City Streets
- W. Speed Cameras
- Y. Third Party Building Inspections
- CC. Wood Smoke Reduction Program Support.

Motion: Upon Conn's motion and Morten's second, the Council unanimously accepted the management team's recommendation.

3.F Discuss Plans for August 21 City/County Quarterly Dinner

Discussion ensued about each Councilor and staff member having the opportunity to report on the areas they oversee. Each person would have approximately five minutes to report.

Discussion ensued about the location. Mayor Scholl suggested the Roof but understands the capacity limits. City Administrator Walsh suggested that a required 10-day RSVP be distributed. If few enough people are planning to attend it can be held at the Roof. Otherwise, it would begin with a meet and greet on the Roof with finger food and drinks and then move to the Waterfront property and use the City's tent with rented tables and chairs, and catered. Council concurred.

3.G Review Proposed Ordinance Creating Parks & Trails Commission - Kathy

Council President Morten requested the Ordinance be reviewed by the Parks Commission for a recommendation before Council review.

3.H Update on Sale of Property in St. Helens Industrial Park

City Administrator Walsh talked about Al's protest and appeal of the public hearing. The details were available on the back table but was not well communicated. The issues seem to be about process and use. He will focus on the process, which is the City selling a piece of property. The City paid \$3 million for the 205 acre Boise White Paper property. The purchase price of the eight acre piece is \$3.4 million. The lease document would be transferred to a purchase and sale document. The document is being reviewed by staff and attorneys. He reviewed the payment setup. By the time interest is paid over a five-year period, the City will receive almost \$4.2 million. Other fees will also be due; such as a community betterment fee of \$2,000/month for five years and a public safety, education, and parks fee of \$1,000/month for each 10,000 sq. ft. of canopy in the building. Half of the revenue generated from leasing to Cascades pays for the Note to pay off the purchase of the property. The other half goes into the development fund.

Mayor Scholl apologized for not knowing the process. He thought it was well described during the hearing.

Councilor Carlson asked Walsh to talk about what happens if the business fails. Walsh explained that it would go through a foreclosure process. Carlson added that thousands of dollars of work are being done to the property by the purchaser. The City will benefit from those improvements if the project fails.

Mayor Scholl added that the City has done their research. Marijuana is legal in Oregon and is improving and saving lives. The purchasers are medical growers proposing to produce CBD oils. There is such a stigma around marijuana. We can either have a pharmaceutical company

or Budweiser. He has been clean and sober for a long time and works with recovering alcoholics and addicts. In his opinion, alcohol is more severe than marijuana. Yes, he used it when it was illegal. There are no federal regulations against the CBD part. \$140 million was collected in marijuana tax at the State level last year.

Council President Morten questioned access to the property. Is the road public or private? It was confirmed to be public. Discussion ensued about the infrastructure improvements the City is gaining.

City Administrator Walsh pointed out the drawing in the SDAT that shows the potential for a light industrial building, such as this on the subject property.

- ◆ Agnes Petersen. She has served on a lot of elected boards that have handled public property, sales, and leasing. When the City entered the lease, what money was supposed to come in from the tenant?

Mayor Scholl responded that it was originally improvements to the property. Walsh added that there was a payment phase-in schedule.

Agnes also asked what the total value of the lease is? Mayor Scholl responded that it was very similar to the sale. Agnes argued that the Council needs to find out the exact lease value. Walsh confirmed that they do know the amount. The lease was \$3 million and the purchase price is \$3.4 million. They are working with their attorney. Agnes urged the Council to think it through and be careful. She heard a rumor that they are dealing with LLC's. You'll be in trouble if you don't have a guarantor. This could be the most liable part of the Council's time serving.

Mayor Scholl stated that he will not accept a threat when marijuana is legal. He read a quote made by Al Petersen that was printed in the newspaper.

Agnes redirected the Council to her concern about the property and not the debate about marijuana. Agnes was thanked for her input.

4) **Department Reports**

Lieutenant/Interim Chief Hogue reported...

- There are a lot of unknowns but they're ready for the new Chief to start on August 13.
- Excited about having two student resource officers this year.

Public Works Engineering Director Nelson reported...

- In conjunction with the grant for improvements at Grey Cliffs Park, they have a pre-fabricated restroom kit. It will also need plumbing and electrical services. Associate Planner Dimsho received only one quote for plumbing of approximately \$7,500. That is over the limit staff can approve. She is requesting Council approve it and then it can be ratified at the next Council meeting. The costs seem to be in line with standard plumbing costs. Discussion ensued about handicap access. Nelson confirmed the restrooms and parking stalls will be handicap accessible.

Motion: Upon Locke's motion and Conn's second, the Council unanimously approved the quote received for restrooms.

Library Director Jeffries reported...

- Building is being prepared for painting next month. The emergency egress door has been installed.
- The Library is going to work with the 4H and Arts & Cultural Commission mural subcommittee to paint the book drops in the front.
- Received an increase in professional development funds. Last week, all of the library assistants and two volunteers were able to attend a conference in Hood River. It was a great opportunity to build skills. She thanked the Council for budgeting those funds.

Finance Director Brown reported...

- Thanked Recreation Coordinator Shanna Duggan for organizing the activities on 4th of July. They had their first .4k Run, which was sold out at 100 tickets.
- The next movie night is on August 4. Leah Tillotson at Columbia Theater has generously donated free popcorn. They would like to continue a partnership with her.
- The City takes over the FARA building August 1. The building is in need of repairs. He has spoken with Dimsho about grant funding. There are a few immediate repairs needed; such as the flat portion of the roof, which was quoted about \$20,000; the key fob entry system; and some doors that don't have emergency push bars to exit. Once he has a better idea of cost, he can come back to the Council with a proposal for where to take funds.
- Financial system software and recreation system software are both included in this year's budget.
 - After demonstrations and receiving quotes, he proposes to move forward with the best provider for the recreation software. The initial cost is \$12,000 and then an ongoing cost of \$4,000. Councilor Conn asked if it integrates with financial software. Brown responded that it does not. The financial software cannot do everything they want; such as park reservations online, facility rentals online, leagues, etc. Council concurred to move forward with contract negotiations for the recreation software.
 - Multiple departments have participated in the financial software demonstrations. They have selected their top two favorites. He would like to do more research and site visits. Council concurred to move forward with contract negotiations for the financial software when it's selected.

City Recorder Payne reported...

- Nothing to report.

City Administrator Walsh reported...

- He pointed out that the St. Helens Senior Center does not pay a monthly lease but the Alano Club does. The Senior Center also didn't pay utility cost until recently, while the Alano Club has been. Does the Council consider it the same kind of community service entity? Councilor Locke expressed that they are both very needed. Councilor Carlson pointed out the need to cooperate and access City buildings being used by other organizations. If the City owns it and supports it, we should be able to use it for the public good when it's available. Discussion ensued. Council concurred to treat the Alano Club like the Senior Center. Walsh will return with a lease for approval.
- Will be submitting a Better Utilization of Transportation to Leverage Development (BUILD) Grant. It leans towards investment into rural communities. It will move the Waterfront property forward. Consultants and staff have created a beautiful document for submittal. They are requesting almost \$15 million. It will extend boardwalks and trails

from the top of the courthouse property through the Waterfront property and around to S. 1st Street. He talked about the benefit of the grant application. There will be a local \$3 million match.

- He talked about the Matzen Street Subdivision on the old Violette's Villa property. The City holds the mineral rights to the property. The owner is requesting written documentation that the City will repair any destruction if it is mined. Council talked about mining being illegal in that zoning. Council concurred with signing to that effect.
- Received a request to relinquish the City's interest in a lot on the corner of S. 8th Street and Plymouth Street. Habitat for Humanity is the interested purchaser. Discussion ensued. City Planner Graichen pointed out the shed on the property being too close to the property line. It was the consensus of the Council to relinquish interest with the stipulation that the shed issue be resolved before selling.
- A press release was distributed yesterday for new Police Chief Brian Greenway. Looking forward to his arrival.
- A lease for the Sand Island campground should be coming soon.
- Working on changes to the dock regulations.

5) Council Reports

Councilor Locke reported...

- Had the honor of giving the award to Chief Moss at his retirement reception yesterday.
- Met with PGE yesterday at the Mill. They will bring in a line from the main line near the union hall and put new poles along the new road. That line will furnish three or four buildings for ACSP. To expedite and make more feasible for industry, he recommends the City assume the billing process for the property. Cascade is not metered but any new facility will have small meters installed to deduct from the main bill and the remaining amount would be billed to Cascade.

Councilor Carlson reported...

- Happy to see Interim Chief Hogue here. She was impressed with the quality of chief applicants. No matter what role Hogue serves in the community, we are lucky to have him.
- Excited about the second school resource officer. Youth Council always has nice things to say about the police officers and getting the opportunity to work with them.
- Has recently been in public buildings and noticed things missing or out of order. There's no number to call and notify there is a need. Council President Morten appreciates that recommendation. He directed Public Works staff to work on that.

Councilor Conn reported...

- Crisis Intervention Training this week. They suddenly didn't have someone to lead the Use of Force and Liability training today. She thanked Hogue for stepping up to lead it.

Council President Morten reported...

- Steve Topaz commented on the blackberry bushes. He needs to call Public Works and speak with Public Works Operations Director Sheppard. Morten had no idea that those bushes were so important to Topaz.
- He appreciates Agnes's testimony. They grow from that.
- Would like to talk to Brown about financing the Recreation Program. He missed part of that conversation.
- Visited the downtown businesses to update them with what the Council decided for parking. They understood. They encouraged the Council to move forward on updating

the Ordinance to not allow abandoned/nonworking vehicles to be left. They also suggested the unmarked spaces be changed to parallel parking to make it easier to turn around at the end of Strand Street. Signage labeling it as not a through street would also help.

- Seven hazardous material tankers were stored on City property. They show up every weekend on the switching tracks. He knows for a fact that those tankers went north when they left. If they were empty, they would have gone south. That is very dangerous. Clarification was made that it was not City property but within City limits.

Mayor Scholl reported...

- He and staff attended a Columbia River PUD meeting to address the increase in LED lighting cost. They agreed that it was too much. They are going to look into it and invite the City back to the August meeting.
- Walsh spoke about the Grant application. He is very impressed with the work staff has put into it.
- Welcomed incoming Police Chief Brian Greenway to St. Helens.
- Congratulated St. Helens Police Department for their lip sync challenge. It was great!
- Citizens Day in the Park is August 11 at 11 a.m. at McCormick Park. It will be a free barbecue. There are several sponsors.

6) **Other Business**

Councilor Locke reported...

- Requested Council take turns filling in with Youth Council for the remainder of the year. Councilor Carlson added that Youth Council has been partnering with the Recreation Program. Duggan has offered to help. She has a lot of experience working with youth programs. Mayor Scholl can help on occasion.

City Administrator Walsh reported...

- The Grant application is political. To improve the odds of success, he requested Council consensus to reach out to a firm for assistance. Council concurred. Walsh has received many letters of support from local politicians.

7) **Adjourn** – 4:08 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens

CITY COUNCIL

Executive Session Summary

July 18, 2018

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

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Kathy Payne, City Recorder
Margaret Jeffries, Library Director
Sue Nelson, PW Engineering Director
Joe Hogue, Police Lieutenant/Interim Chief

Others: Nicole Thill, Spotlight
Frank Perea, Chronicle



Mayor Scholl opened the Executive Session at 4:16 p.m. and gave Council roll call.

The Council met in Executive Session pursuant to ORS 192.660(2)(e) Real Property Transactions to discuss various topics concerning City-owned properties and ORS 192.660(2)(h) Potential Litigation.

The Executive Session was adjourned at 4:40 p.m.



ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Public Hearing Minutes

July 18, 2018

Members Present: Mayor Rick Scholl
Council President Doug Morten
Councilor Ginny Carlson
Councilor Susan Conn
Councilor Keith Locke (at 6:24 p.m.)

Members Absent: None

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Finance Director
Margaret Jeffries, Library Director
Sue Nelson, Public Works Engineering Director
Jacob Graichen, City Planner

Others:

Toni Doggett	Dennis Hill	Marilyn Lindgren
Lynn Henry	Tammy Blakely	Rocky Allen
Russ Low	John Lindgren	Dennis Schad
Cindy Colter	Molly Brennan	Mike Brennan
Ryan Laird	Shauna Harrison	

1) **Open Public Hearing - 6:00 p.m.**

2) **Topic**

2.A Comprehensive Plan & Zone Map Amendment - Firlok Park Blvd. (Allen)

City Planner Graichen presented the staff report dated July 10, 2018. A copy is included in the archive meeting packet. There were no ex-parte contacts, conflicts of interest, or bias in this matter. However, Councilor Carlson declared that she uses the veterinarian on the corner. There was no objection from the audience for the Council to make a fair decision.

The Planning Commission recommends approval of the Comprehensive Plan and Zone Map Amendment.

The applicant and owner were not present.

Testimony in Support – None

Testimony in Neutral

- ♦ Lynn Henry. Part of the subject property abuts her fence. She and her neighbor have concerns about buffering, trees, creek, and wildlife. Those are part of the reasons she bought there. They're also concerned about the future commercial use conflicting with what they're able to enjoy on their property.

Councilor Carlson asked Lynn what she considered to be a suitable buffer. Lynn explained that she's concerned about trees coming down and increasing the noise from the highway. Depending on what is built there, it will have some effect on that as well.

Testimony in Opposition – None

Graichen talked about the Code addressing prescriptive buffering and screening between conflicting uses. He encouraged Lynn to watch for the proposal notice and how it addresses buffering. He talked about the different ways to submit written testimony. The applicant has expressed their desire to build a carwash in that location. That will create the need for buffering and screening of headlight glare. The change from vacant property will create new sounds and smells.

Council President Morten expressed how dangerous the Highway 30 and Firlok Park Blvd. intersection can be. Graichen understands. Depending on the proposal, it may require a traffic impact analysis. The Code does have spacing standards and limits to the number of driveway approaches. Having the driveway approach further from the residential uses may help minimize impacts to people's quality of life. Morten asked if sidewalks will be required. Graichen confirmed that sidewalks are required for development. Discussion about the property continued.

3) **Close Public Hearing** – 6:34 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Regular Session Minutes

July 18, 2018

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

Members Absent: None

Staff Present: John Walsh, City Administrator
Kathy Payne, City Recorder
Matt Brown, Finance Director
Margaret Jeffries, Library Director
Jacob Graichen, City Planner
Sue Nelson, Public Works Engineering Director
Joe Hogue, Police Lieutenant/Interim Chief

Others:

Toni Doggett	Dennis Hill	Marilyn Lindgren
Lynn Henry	Tammy Blakely	Rocky Allen
Russ Low	John Lindgren	Dennis Schad
Cindy Colter	Molly Brennan	Mike Brennan
Ryan Laird	Shauna Harrison	Ted Grove
Amy Lindgren		

1) **Call Regular Session to Order - 7:00 p.m.**

2) **Pledge of Allegiance**

4) **Swearing in of New Municipal Court Judge Amy Lindgren**

Circuit Court Judge Ted Grove swore in our new Municipal Court Judge Amy Lindgren. Welcome aboard, Amy!

Joe Hogue - Length of Service award for 20 years

Police Lieutenant/Interim Chief Joe Hogue was in attendance to receive a certificate and pin for his 20 years of service. Hogue was hired on full-time in July of 1998 as a Patrol Officer. In September of 2003, he became a Sergeant and then in January of 2017, he was promoted to Lieutenant.

3) **Visitor Comments - Limited to five (5) minutes per speaker**

- ♦ Russ Low. He is requesting consistent and timely enforcement of the City docks and Sand Island docks. He has recently witnessed the same boats staying much longer than time limits allow and someone living on the island. The Police Department is aware but they're still there. If we're not timely, we'll end up with the boats that are getting removed

from the docks in Portland. He recently spoke with someone who will no longer stay at the City docks because of the problems.

Mayor Scholl informed Russ that they are in the process of working with the St. Helens Marina to develop and take over control of Sand Island. It will allow the City to better police the docks. The City does not have a police boat. Russ said that he has been in contact with Code Enforcement Officer Hartless. He indicated that he doesn't have a means to get over there. Council President Morten assured Russ that entering into the agreement with the Marina will increase security and safety on the island and docks. It also adds ferry transportation to the docks. This will save the City \$28,000 – 30,000 in maintenance fees. Mayor Scholl thanked Russ for informing them of what could be coming from Portland soon. Discussion ensued. Council appreciates when citizens report what they are seeing.

- ♦ Tammy Blakely. She and Toni work at the marina store during the summer. They're the ones who often get calls reporting problems. Each agency they speak with says someone else needs to handle it. They need to know who they can contact for help.

Lt./Interim Chief Hogue pointed out that the Police Department went to Sand Island today with the Sheriff's office. Council will look into the issue of enforcement response. They thanked Tammy for coming in and encouraged her to return if she has more concerns.

- ♦ Dennis Lyle. He is a tenant, landlord, and owner in St. Helens. It's important to protect citizens from what has been reported. He's lived on the water his whole life. This is the worst he has seen. Safety in our city and waterways is important.
- ♦ Rocky Allen. He owns the property on Firlok Park Blvd., which a public hearing was held prior to this meeting for a zone change. They are looking at different business ideas but have not decided for sure yet.

City Planner Graichen informed the Council that they missed the public hearing because they called the City and were informed that the meeting doesn't begin until 7 p.m. The public hearing is closed but he's here to at least introduce himself.

- ♦ Ryan Laird. He was here last year to talk about the Water Quality Report. He received another report again this year with the same first class postage rates. He asked what rate of postage they are paying.

Mayor Scholl read a report that outlined time spent and cost.

- Approximately \$1,100 to print at Bemis Printing.
- Two hours of staff time folding and labeling.
- Approximately \$2,100 to mail them.

Metro Presort, who prints and mails utility bills, said it would cost about \$450 to mail them as an insert. Finance Director Brown reported that they were distributed the old way and Metro Presort was not used this time. Because of the different size of report, it would not fit as an insert before being reformatted, which staff has not had the time to do.

Ryan was here last year proposing to provide the mail services for the report as it exists. The difference in postage would be significant. They could save the City almost \$1,000 in postage costs. Brown said the plan is to include it in their utility bill. Ryan added that the only job on the St. Helens Permit #58 is this job. The postage savings versus a full rate stamp is a savings of

about \$190 and the cost of the permit is \$225. The City is paying \$30 to not use a stamp. The excess postage spending has been happening since at least 2004. He's glad to see it's being taken care of. It's discouraging to see water rates increase and postage wasted. Discussion ensued. Ryan encouraged the City to look into it further and make changes to save money.

- ♦ Shauna Harrison. Livability and infrastructure should become the forefront when it pertains to growth and development. Firlok Park Blvd. is a well-traveled road during commute hours. Sidewalks should be a requirement.

City Planner Graichen pointed out that infrastructure improvements are typically not required during the zone change. That will come with the development proposal. Discussion ensued.

5) Deliberations - Comprehensive Plan & Zone Map Amendment - Firlok Park Blvd. (Allen)

Mayor Scholl pointed out that the Planning Commission recommended approval, it fits with the surrounding area, and it's not a significant piece of residential property lost.

Council President Morten reported that staff effectively communicated conditions that will be placed on a development proposal. He agreed with the need for sidewalks. He encouraged Graichen to make sure the intersection is made safer for pedestrians and vehicles. Councilors Locke and Conn agreed with the need for buffers and safe passage.

Councilor Carlson said that the Planning Commission discussed this extensively and agrees with their recommendation.

Motion: Upon Carlson's motion and Conn's second, the Council unanimously approved the Comprehensive Plan & Zone Map Amendment on Firlok Park Blvd.

6) Ordinances - First Reading

- 6.a Ordinance No. 3228: An Ordinance to Annex and Designate the Zone of Certain Property at 60110 and 60120 Barrick Lane
- 6.b Ordinance No. 3229: An Ordinance Creating the Parks and Trails Commission, Adopting Regulations Therefore and Repealing St. Helens Municipal Code Chapters 2.16 and 2.64 - Postponed so that the Parks Commission can review the ordinance.
- 6.c Ordinance No. 3230: An Ordinance to Amend St. Helens Municipal Code Chapter 5.30 Regarding Community Impact Agreements for Retail Marijuana Related Businesses

Mayor Scholl read Ordinance Nos. 3228 and 3230 by title for the first time. The final reading will be held at the next regular session.

7) Resolutions

- 7.a Resolution No. 1825: A Resolution to Appoint a Presiding Municipal Court Judge

Motion: Upon Morten's motion and Conn's second, the Council unanimously adopted Resolution No. 1825. [AYES: Scholl, Carlson, Conn, Locke, Morten; Nays: None]

8) Approve and/or Authorize for Signature

- 8.a [RATIFY] Flowing Solutions Terms & Conditions for Riverfront Trail Technical Assistance

- 8.b Amendment No. 5 to IGA with City of Carlton for Communications Personnel Services
- 8.c Commercial Lease with St. Helens Alano Club at 215 N. 6th Street
- 8.d Contract Payments
- 8.e Amendment to Mineral & Access Rights for Property Located at ~~700, 900, 1000, 1600, 1800, 1900,~~ and 495 Columbia River Hwy. (as amended by City Planner Graichen)
- 8.f Statutory Quit Claim Deed to Estate of Doris Helen Holz for Lot 1 Block 67 St. Helens Subdivision (with conditions to resolve the shed issue as amended by City Planner Graichen)

Motion: Upon Carlson's motion and Conn's second, the Council unanimously approved '8a', '8b', '8d', '8e', and '8f' as amended above.

Motion: Upon Carlson's motion and Conn's second, the Council approved '8c' above. Carlson, Conn, Locke, Morten in favor; Scholl abstained; none opposed; motion carries.

9) **Consent Agenda for Acceptance**

- 9.a Library Board Minutes dated March 20 and May 1, 2018
- 9.b Planning Commission Minutes dated June 12, 2018

Motion: Upon Conn's motion and Carlson's second, the Council unanimously approved '9a' and '9b' above.

10) **Consent Agenda for Approval**

- 10.a Animal Facility Licenses
- 10.b Council Work Session, Executive Session, Public Hearing, Public Forum, and Regular Session Minutes dated May 16, June 6, June 20, and June 26, 2018
- 10.c Accounts Payable Bill Lists

Motion: Upon Carlson's motion and Conn's second, the Council unanimously approve '10a' through '10c' above.

11) **Mayor Scholl Reports**

- Good police lip sync video.
- Good to have a new judge.
- Congratulations to Hogue on 20 years of service.
- He really enjoys being here. It's been a huge learning curve.
- The City is getting stuff done.
- Stan's Refrigeration donates a minimum of 2,000 bags of ice to 4-H during fair week.

12) **Council Member Reports**

Council President Morten reported...

- It's good to have a mayor who is passionate about what he's doing and passionate about the City.
- We want a nice, safe city. It is a fun city. Watching the lip sync video displays some of that fun.
- He likes to hear public testimony. It's important to learn from what they're saying and respond. He appreciates the team of staff and council.

Councilor Conn reported...

- Agreed that they are all working together well as staff and council.
- Passed on a compliment of excellent production skills to the lip sync video editors.

Councilor Carlson reported...

- Everyone loved the police lip sync video. She wishes it had a disclaimer. When people are comparing the St. Helens video to other cities, our budget is so much smaller. They made something awesome with what they had.
- Passionate about sidewalks. There is no street that doesn't need a sidewalk.
- Appreciates how Library Director Jeffries advocates for the Library. She recently connected her with a free service to download audio books. She appreciates the helpful staff at the Library.

Councilor Locke reported...

- Nothing to report.

13) **Department Reports**

Lieutenant/Interim Chief Hogue reported...

- Talked about the County fire arm's range. Years ago, an issue arose with the adjacent plant. They would like to revisit it as precautions have been made and other agencies are using it. It's much safer now. It would be a relief not to drive to Clatskanie for training. Council directed staff to look into it and check with the insurance.

Public Works Engineering Director reported...

- Congratulations to Hogue on 20 years.

City Planner Graichen reported...

- Another 80 lot subdivision submitted. The property is adjacent to the DMV.
- Councilor Locke asked if there is adequate property for big box stores. Graichen said they are lacking large commercial lots.

Library Director Jeffries reported...

- Talked about upcoming Library programs.
- Libby is a new, easy-to-use app, for audio and E-reader books.
- Digital magazines are now available through a mobile app.
- The second annual stuffed animal sleepover was held at the Library. She talked about their adventures.

Finance Director Brown reported...

- He suggested the City help during the transition of the Greater St. Helens Park & Recreation District to changing their name; such as letterhead, shirts for staff, etc. He received a proposal from Anne at Eisenschmidt Pool with their proposal and a list of items. They are requesting \$4,500 and possibly \$2,000 more if there needs to be a special election for the name change. It included shirts, signage, letterhead, etc. They propose to remove the word 'park' and replace with 'aquatics.' Mayor Scholl was in favor of their request but encouraged them to have a name that only references their aquatics center. Discussion ensued. Brown requested name ideas from Council and will report back to the District.

City Recorder Payne reported...

- Had to leave early.

City Administrator Walsh reported...

- The retirement reception for Chief Moss was very nice. It was well deserved.
- In the process of updating the dock Code. He is aware of the problems in Portland and they are taking it seriously.
- Submitted the federal grant application today. He is hopeful to receive it.

14) **Other Business**

15) **Adjourn** – 7:28 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

Accounts Payable

To Be Paid Proof List

User: jenniferj
Printed: 07/13/2018 - 3:09PM
Batch: 00011.07.2018 - AP 7/13/18 FY 17-18 (2)



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
DEPARTMENT OF CONSUMER & BUSINESS SERVICES									
023011									
06302018	6/30/2018	1,979.00	0.00	07/13/2018				False	0
100-000-035003 Building Permits				4TH QTR BUILDING PERMIT STATE REPORTS					
06302018	6/30/2018	1,328.00	0.00	07/13/2018				False	0
100-000-035005 Plumbing Permits				4TH QTR BUILDING PERMIT STATE REPORTS					
06302018	6/30/2018	2,454.00	0.00	07/13/2018				False	0
100-000-035006 Mechanical Permits				4TH QTR BUILDING PERMIT STATE REPORTS					
	06302018 Total:	5,761.00							
	DEPARTMENT OF CONS	5,761.00							
	Report Total:	5,761.00							

Accounts Payable

To Be Paid Proof List

User: jenniferj
Printed: 07/19/2018 - 8:23AM
Batch: 00013.07.2018 - AP 7/19/18 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #	
Account Number				Description	Reference					
ST. FREDERIC CATHOLIC CHURCH										
ST.FRED										
07192018	7/19/2018	650.00	0.00	07/19/2018					False	0
203-705-052082 CCT - Travel Equip Other Exp				FACILITIES RENTAL FEE CRISIS WORKSHOP						
07192018 Total:		650.00								
ST. FREDERIC CATHOLI		650.00								
Report Total:		650.00								

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 07/24/2018 - 9:50AM
 Batch: 00012.07.2018 - AP 7/27/18 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
3CMA 033183									
07162018	7/16/2018	400.00	0.00	07/27/2018				False	0
100-701-052040 Communications					MEMBERSHIP DUES C. FARNSWORTH				
	07162018 Total:	400.00							
	3CMA Total:	400.00							
ADVANCED AMERICAN CONSTRUCTION INC. ADV.AM.C									
7785	7/20/2018	4,418.62	0.00	07/27/2018				False	0
704-000-053012 Capital Outlay Parks					MOBILIZE CITY DOCKS / REPAIRS AND MAINTENANCE				
	7785 Total:	4,418.62							
	ADVANCED AMERICAN	4,418.62							
ALLIED FIRE & SECURITY 001045									
1328834	7/18/2018	286.00	0.00	07/27/2018				False	0
100-715-052023 Facility Maintenance					ADDED NEW CARD TO SYSTEM AND TESTING CITY				
	1328834 Total:	286.00							
	ALLIED FIRE & SECURITY	286.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
BOISE WIITE PAPER LLC									
003720									
07152018	7/15/2018	12,500.00	0.00	07/27/2018				False	0
202-722-055001 Principal				AUG 2018 NOTE PAYMENT					
	07152018 Total:	12,500.00							
	BOISE WIITE PAPER LL	12,500.00							
BRATTAIN INTERNATIONAL TRUCKS INC									
004250									
12265857	7/12/2018	6,042.05	0.00	07/27/2018				False	0
701-000-052001 Operating Supplies				REPAIR WORK					
	12265857 Total:	6,042.05							
12265907	7/12/2018	5,352.05	0.00	07/27/2018				False	0
701-000-052001 Operating Supplies				REPAIR WORK					
	12265907 Total:	5,352.05							
	BRATTAIN INTERNATIO	11,394.10							
BROOKE, LISA									
4531									
07172018	7/17/2018	240.00	0.00	07/27/2018				False	0
203-716-052069 Summer Arts in the Park				REIMB. COUNTY FAIR AWARD BASKET L. BROOKE					
	07172018 Total:	240.00							
	BROOKE, LISA Total:	240.00							
CENTERLOGIC, INC.									
011595									
47025	7/6/2018	325.00	0.00	07/27/2018				False	0
702-000-052006 Computer Maintenance				SECURE BACKUP					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	47025 Total:	325.00							
47193	7/17/2018	286.54	0.00	07/27/2018				False	0
702-000-052005	Small Equipment			SAMSUNG CURVED MONITOR					
	47193 Total:	286.54							
47204	7/18/2018	1,495.00	0.00	07/27/2018				False	0
702-000-052019	Professional Services			IT SUPPORT					
	47204 Total:	1,495.00							
	CENTERLOGIC, INC. To	2,106.54							
CENTURY LINK									
034002									
07162018	7/16/2018	297.76	0.00	07/27/2018				False	0
702-000-052010	Telephone			967B CH					
07162018	7/16/2018	260.44	0.00	07/27/2018				False	0
702-000-052010	Telephone			798B CH					
07162018	7/16/2018	122.06	0.00	07/27/2018				False	0
702-000-052010	Telephone			579B PW					
07162018	7/16/2018	242.10	0.00	07/27/2018				False	0
702-000-052010	Telephone			228B PW					
07162018	7/16/2018	198.02	0.00	07/27/2018				False	0
702-000-052010	Telephone			909B PW					
07162018	7/16/2018	650.55	0.00	07/27/2018				False	0
702-000-052010	Telephone			488B CH					
07162018	7/16/2018	47.48	0.00	07/27/2018				False	0
702-000-052010	Telephone			131B POLICE					
07162018	7/16/2018	38.87	0.00	07/27/2018				False	0
702-000-052010	Telephone			651B CH					
07162018	7/16/2018	314.42	0.00	07/27/2018				False	0
702-000-052010	Telephone			818B WFF					
07162018	7/16/2018	39.22	0.00	07/27/2018				False	0
702-000-052010	Telephone			796B CH					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
07162018 Total:		2,210.92							
071620182	7/16/2018	122.06	0.00	07/27/2018				False	0
603-737-052010 Telephone				293B WWTP					
071620182	7/16/2018	122.06	0.00	07/27/2018				False	0
603-736-052010 Telephone				654B WWTP					
071620182	7/16/2018	122.06	0.00	07/27/2018				False	0
603-737-052010 Telephone				600B WWTP					
071620182	7/16/2018	122.06	0.00	07/27/2018				False	0
603-736-052010 Telephone				688B WWTP					
071620182 Total:		488.24							
07172018	7/17/2018	20.00	0.00	07/27/2018				False	0
603-736-052010 Telephone				025B WWTP					
07172018	7/17/2018	20.71	0.00	07/27/2018				False	0
603-737-052010 Telephone				025B WWTP					
07172018	7/17/2018	40.71	0.00	07/27/2018				False	0
702-000-052010 Telephone				369B PW					
07172018 Total:		81.42							
CENTURY LINK Total:		2,780.58							
CENTURY LINK- ACCESS BILLING									
034004									
3263X201S18195	7/14/2018	82.22	0.00	07/27/2018				False	0
702-000-052010 Telephone				01S3					
3263X201S18195 Total:		82.22							
3263X204S18192	7/11/2018	82.22	0.00	07/27/2018				False	0
702-000-052010 Telephone				04S3					
3263X204S18192 Total:		82.22							
CENTURY LINK- ACCES		164.44							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
CENTURYLINK, BUSINESS SERVICES									
45215									
1445349501	7/11/2018	200.49	0.00	07/27/2018				False	0
702-000-052010 Telephone				88035002 LONG DISTANCE SERVICES FOR ALL LINE!					
1445349501 Total:		200.49							
CENTURYLINK, BUSINE		200.49							
CNA SURETY									
007157									
07232018	7/23/2018	204.00	0.00	07/27/2018				False	0
100-702-052018 Professional Development				BOND 58592190					
07232018 Total:		204.00							
CNA SURETY Total:		204.00							
CODE PUBLISHING, INC.									
007162									
60713	7/17/2018	255.45	0.00	07/27/2018				False	0
100-702-052019 Professional Services				MUNICIPAL CODE UPDATE					
60713 Total:		255.45							
CODE PUBLISHING, INC		255.45							
COLUMBIA CO. DEPT. OF COMM. JUSTICE									
007581									
201806CSH	7/11/2018	750.00	0.00	07/27/2018				False	0
100-708-052019 Professional Services				PARKS WORK CREW					
201806CSH	7/11/2018	750.00	0.00	07/27/2018				False	0
703-734-052019 Professional Services				PW WORK CREW					
201806CSH Total:		1,500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
COLUMBIA CO. DEPT. O		1,500.00							
COLUMBIA COUNTY TRANSIT 007766									
16-2590	7/9/2018	6.00	0.00	07/27/2018				False	0
100-705-052001 Operating Supplies				VOUCHER FOR RIDE FROM ST. HELENS TO PORTLA					
16-2590 Total:		6.00							
COLUMBIA COUNTY TR		6.00							
COLUMBIA ELECTRIC FEED & SEED 008000									
11425	6/26/2018	152.47	0.00	07/27/2018				False	0
603-737-052001 Operating Supplies				MATERIALS 2.5 GALLOWN CROSSBPOW					
11425 Total:		152.47							
COLUMBIA ELECTRIC F		152.47							
COLUMBIA RIVER FIRE & RESCUE 029270									
0002869	7/19/2018	25.00	0.00	07/27/2018				False	0
100-000-021000 Court Restitution Payments				RESTITUTION DISBURSEMENT MERKEY SHUEY					
0002869 Total:		25.00							
COLUMBIA RIVER FIRE		25.00							
COLUMBIA RIVER P.U.D. 008325									
0002871	7/19/2018	25.00	0.00	07/27/2018				False	0
100-000-021000 Court Restitution Payments				RESTITUTION DISBURSEMENT LORI BRADFORD					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
0002871 Total:		25.00							
07122018	7/12/2018	425.95	0.00	07/27/2018				False	0
100-705-052003 Utilities				7493					
07122018	7/12/2018	885.73	0.00	07/27/2018				False	0
100-706-052003 Utilities				7493					
07122018	7/12/2018	1,298.84	0.00	07/27/2018				False	0
100-708-052003 Utilities				7493					
07122018	7/12/2018	41.64	0.00	07/27/2018				False	0
100-708-052047 Marine Board				7493					
07122018	7/12/2018	223.68	0.00	07/27/2018				False	0
100-708-052046 Dock Services				7493					
07122018	7/12/2018	3,672.20	0.00	07/27/2018				False	0
205-000-052003 Utilities				7493					
07122018	7/12/2018	858.30	0.00	07/27/2018				False	0
100-715-052003 Utilities				7493					
07122018	7/12/2018	280.87	0.00	07/27/2018				False	0
703-734-052003 Utilities				7493					
07122018	7/12/2018	2,895.25	0.00	07/27/2018				False	0
601-731-052003 Utilities				7493					
07122018	7/12/2018	5,206.80	0.00	07/27/2018				False	0
601-732-052003 Utilities				7493					
07122018	7/12/2018	1,310.39	0.00	07/27/2018				False	0
603-737-052003 Utilities				7493					
07122018	7/12/2018	3,931.16	0.00	07/27/2018				False	0
603-736-052003 Utilities				7493					
07122018	7/12/2018	32.28	0.00	07/27/2018				False	0
605-000-052003 Utilities				7493					
07122018	7/12/2018	585.81	0.00	07/27/2018				False	0
603-738-052003 Utilities				7493					
07122018 Total:		21,648.90							
COLUMBIA RIVER P.U.D		21,673.90							

COMCAST
COMCAST

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
07072018	7/7/2018	113.80	0.00	07/27/2018				False	0
702-000-052003 Utilities				9144 PW					
07072018 Total:		113.80							
07092018	7/9/2018	62.45	0.00	07/27/2018				False	0
603-737-052003 Utilities				0082 WWTP					
07092018	7/9/2018	62.45	0.00	07/27/2018				False	0
603-736-052003 Utilities				0082 WWTP					
07092018 Total:		124.90							
07122018	7/12/2018	155.35	0.00	07/27/2018				False	0
702-000-052003 Utilities				3238 WFF					
07122018 Total:		155.35							
07142018	7/14/2018	95.41	0.00	07/27/2018				False	0
702-000-052003 Utilities				9228 PARKS					
07142018 Total:		95.41							
COMCAST Total:		489.46							
CONN, SUSAN CONN.SU									
07242018	7/24/2018	208.90	0.00	07/27/2018				False	0
100-705-052043 CERT				REIMB. CIT MEETING EXPENSES S. CONN					
07242018 Total:		208.90							
CONN, SUSAN Total:		208.90							
EAGLE STAR ROCK PRODUCTS, INC. 010970									
34484	7/13/2018	97.15	0.00	07/27/2018				False	0
704-000-053012 Capital Outlay Parks				ROCK					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
34484 Total:		97.15							
34490	7/16/2018	122.78	0.00	07/27/2018				False	0
704-000-053012 Capital Outlay Parks				ROCK					
34490 Total:		122.78							
EAGLE STAR ROCK PRO		219.93							
ENVIRO-CLEAN EQUIPMENT									
011455									
S18-071607	7/16/2018	33.50	0.00	07/27/2018				False	0
701-000-052001 Operating Supplies				20 AMP BREAKER					
S18-071607 Total:		33.50							
ENVIRO-CLEAN EQUIPM		33.50							
ERSKINE LAW PRACTICE LLC									
011522									
07162018	7/16/2018	3,625.00	0.00	07/27/2018				False	0
100-704-052019 Professional Services				7/3-7/12 CITY ATTORNEY SERVICES					
07162018 Total:		3,625.00							
ERSKINE LAW PRACTIC		3,625.00							
HALTER JR., JOHN V.									
HAL									
07122018	7/12/2018	20.00	0.00	07/27/2018				False	0
100-000-037004 Miscellaneous - General				PUBLIC REC. REFUND					
07122018 Total:		20.00							
HALTER JR., JOHN V. To		20.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
INGRAM LIBRARY SERVICES, INC.									
016240									
35368363	7/6/2018	847.09	0.00	07/27/2018				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
35368363 Total:		847.09							
35368364	7/6/2018	280.08	0.00	07/27/2018				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
35368364 Total:		280.08							
35368367	7/6/2018	17.93	0.00	07/27/2018				False	0
100-706-052033 Printed Materials				BOOKS 20C7921					
35368367 Total:		17.93							
INGRAM LIBRARY SERV		1,145.10							
JUSTICE SYSTEMS									
017270									
1501825-IN	6/26/2018	8,190.00	0.00	07/27/2018				False	0
702-000-052006 Computer Maintenance				FULLCOURT SOFTWARE MAINT. 7/1-6/30/19					
1501825-IN Total:		8,190.00							
JUSTICE SYSTEMS Total		8,190.00							
LAWSON PRODUCTS, INC.									
018040									
9305953128	7/9/2018	213.43	0.00	07/27/2018				False	0
701-000-052001 Operating Supplies				MATERIALS					
9305953128 Total:		213.43							
LAWSON PRODUCTS, IN		213.43							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
LEAGUE OF OREGON CITIES									
018100									
2018-200375	7/1/2018	9,582.36	0.00	07/27/2018				False	0
100-703-052018 Professional Development				MEMBERSHIP DUES					
	2018-200375 Total:	9,582.36							
	LEAGUE OF OREGON C	9,582.36							
MAILBOXES NORTHWEST									
019366									
07022018	7/2/2018	9.14	0.00	07/27/2018				False	0
603-737-052064 Lab Testing				ACCOUNT 1 MAILING FEES					
	07022018 Total:	9.14							
	MAILBOXES NORTHWE	9.14							
MASONIC BUILDING LLC, C/O ELLIOT MICHAEL									
012950									
07152018	7/15/2018	1,000.00	0.00	07/27/2018				False	0
201-000-052059 Events - General				AUG 2018 LEASE PAYMENT					
	07152018 Total:	1,000.00							
	MASONIC BUILDING LL	1,000.00							
MAUL FOSTER ALONGI, INC.									
019555									
32296	7/9/2018	16,694.74	0.00	07/27/2018				False	0
202-721-052019 Professional Services				COMMUNITY WIDE ASSESSMENT					
32296	7/9/2018	110.00	0.00	07/27/2018				False	0
202-722-052019 Professional Services				BWP ON CALL SERVICES					
32296	7/9/2018	7,261.25	0.00	07/27/2018				False	0
202-723-052019 Professional Services				WWTP LAGOON ON CALL SERVICES					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	32296 Total:	24,065.99							
	MAUL FOSTER ALONGI	24,065.99							
METROPRESORT 020292									
503598	7/16/2018	3,418.07	0.00	07/27/2018				False	0
100-707-052019 Professional Services				UB BILL PRINTING					
	503598 Total:	3,418.07							
	METROPRESORT Total:	3,418.07							
NORTHWEST DELI DISTRIBUTION INC 021184									
325323-1	6/8/2018	26.48	0.00	07/27/2018				False	0
100-708-052001 Operating Supplies				MATERIALS					
	325323-1 Total:	26.48							
330054	7/10/2018	4,020.38	0.00	07/27/2018				False	0
100-708-052001 Operating Supplies				MATERIALS					
	330054 Total:	4,020.38							
CM311001	4/19/2018	-404.60	0.00	07/27/2018				False	0
100-708-052001 Operating Supplies				MATERIALS CREDIT APPLIED					
	CM311001 Total:	-404.60							
	NORTHWEST DELI DIST	3,642.26							
NORTHWEST NATURAL GAS 021400									
07122018	7/12/2018	15.92	0.00	07/27/2018				False	0
703-734-052003 Utilities				8675					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
07122018	7/12/2018	7.96	0.00	07/27/2018				False	0
603-735-052003 Utilities				7720					
07122018	7/12/2018	7.96	0.00	07/27/2018				False	0
601-731-052003 Utilities				7720					
07122018	7/12/2018	15.92	0.00	07/27/2018				False	0
100-715-052003 Utilities				5285					
07122018	7/12/2018	17.69	0.00	07/27/2018				False	0
100-715-052003 Utilities				2848					
07122018	7/12/2018	31.73	0.00	07/27/2018				False	0
100-708-052003 Utilities				8563					
07122018	7/12/2018	43.93	0.00	07/27/2018				False	0
100-706-052003 Utilities				7673					
07122018	7/12/2018	27.09	0.00	07/27/2018				False	0
603-736-052003 Utilities				5750					
07122018	7/12/2018	12.45	0.00	07/27/2018				False	0
100-705-052003 Utilities				5638					
07122018	7/12/2018	20.58	0.00	07/27/2018				False	0
100-708-052003 Utilities				3047					
07122018 Total:		201.23							
NORTHWEST NATURAL		201.23							
OCCUPATIONAL SAFETY, HEALTH & WELLNESS, LLC									
OSHW									
748	6/25/2018	90.00	0.00	07/27/2018				False	0
100-705-052001 Operating Supplies				VACCINATION T. MOSS TB / HEP B					
748 Total:		90.00							
OCCUPATIONAL SAFET		90.00							
OREGON ASSOCIATION OF MUNICIPAL RECORDERS									
12121									
07182018	7/18/2018	25.00	0.00	07/27/2018				False	0
100-702-052018 Professional Development				CONFERENCE FEE LISA SCHOLL 450 CR SCHOLARS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

07182018 Total:	25.00								
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OREGON ASSOCIATION	25.00								
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OREGON ASSOCIATION OF MUNICIPAL RECORDERS
OAMR

07232018	7/23/2018	450.00	0.00	07/27/2018				False	0
100-702-052018 Professional Development				2018 OAMR ACADEMY AND CONF. KATHY PAYNE					

07232018 Total:	450.00								
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OREGON ASSOCIATION	450.00								
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OREGON DEPARTMENT OF TRANSPORTATION
023301

07092018	7/9/2018	278.00	0.00	07/27/2018				False	0
205-000-052060 Lease				ODOT LEASE 5A-PM/LO-00736/27.60					

07092018 Total:	278.00								
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OREGON DEPARTMENT	278.00								
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OVERDRIVE INC
024059

H-0050172	7/1/2018	4,060.36	0.00	07/27/2018				False	0
100-706-052031 Periodicals				LIBRARY PATICIPATION MAINT FEE / FUTURE CONT					

H-0050172 Total:	4,060.36								
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OVERDRIVE INC Total:	4,060.36								
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PAPE MACHINERY
024755

PM205677S	6/28/2018	193,957.12	0.00	07/27/2018				False	0
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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
701-000-053001 Capital Outlay				2018 JOHN DEERE EXCAVATOR CUSTOMER 100830					
PM205677S Total:		193,957.12							
PAPE MACHINERY Total		193,957.12							
PARR LUMBER									
025015									
12164374	6/25/2018	2,489.40	0.00	07/27/2018				False	0
704-000-053012 Capital Outlay Parks				WOOD FOR PICNIC TABLES					
12164374 Total:		2,489.40							
PARR LUMBER Total:		2,489.40							
PEAK ELECTRIC GROUP, LLC									
PEAK.ELE									
12012017	12/1/2017	849.00	0.00	07/27/2018				False	0
205-000-052019 Professional Services				TRAFFIC SIGNAL OLD PORTLAND RD.					
12012017 Total:		849.00							
180075	7/17/2018	521.25	0.00	07/27/2018				False	0
704-000-052019 Professional Services				RECEPTION DESK WORK					
180075 Total:		521.25							
180301	7/16/2018	512.50	0.00	07/27/2018				False	0
100-715-052023 Facility Maintenance				REPLACED BATHROOM FAN CITY HALL					
180301 Total:		512.50							
PEAK ELECTRIC GROU		1,882.75							
PORTLAND ENGINEERING INC									
025641									
7910	6/30/2018	3,300.00	0.00	07/27/2018				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
601-731-052019 Professional Services					RESERVOIR INTEGRATION				
7910 Total:		3,300.00							
PORTLAND ENGINEERI		3,300.00							
PORTLAND GENERAL ELECTRIC 025702									
07182018	7/18/2018	15.39	0.00	07/27/2018				False	0
202-722-052003 Utilities				1650931000					
07182018 Total:		15.39							
PORTLAND GENERAL E		15.39							
PR DIAMOND PRODUCTS, INC. 026005									
0049378-IN	7/10/2018	443.00	0.00	07/27/2018				False	0
601-731-052001 Operating Supplies					SUPREME SEG CURED CONCRE DUCTILE PIPE DRY				
0049378-IN Total:		443.00							
PR DIAMOND PRODUCT		443.00							
RADLER WHITE PARKS & ALEXANDER LLP 02600									
17226	6/30/2018	1,860.00	0.00	07/27/2018				False	0
202-721-052019 Professional Services					7TH ST AFFORDABLE HOUSING				
17226 Total:		1,860.00							
RADLER WHITE PARKS		1,860.00							
SAIF CORPORATION 028300									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
8456755H	7/3/2018	1,477.79	0.00	07/27/2018				False	0
100-704-051009 Workers Comp				CLAIM M. PAYNE ELIGIBLE FOR REIMB. POLICY 262					
8456755H Total:		1,477.79							
SAIF CORPORATION To		1,477.79							
SCAPPOOSE SAND & GRAVEL									
030050									
T28187	7/2/2018	136.75	0.00	07/27/2018				False	0
201-000-052057 Events - Fireworks				SAND					
T28187 Total:		136.75							
SCAPPOOSE SAND & GR		136.75							
SUPRY, AMANDA									
SUPRY.A									
0002870	7/19/2018	25.00	0.00	07/27/2018				False	0
100-000-021000 Court Restitution Payments				RESTITUTION DISBURSEMENT G. SCHILLER					
0002870 Total:		25.00							
SUPRY, AMANDA Total:		25.00							
TCMS, TEMP CONTROL MECHANICAL SERVICE CORP									
033013									
018102	7/12/2018	3,252.00	0.00	07/27/2018				False	0
704-000-052028 Projects & Programs				G10115					
018102 Total:		3,252.00							
018103	7/12/2018	221.25	0.00	07/27/2018				False	0
703-734-052023 Facility Maintenance				C10245					
018103 Total:		221.25							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	TCMS, TEMP CONTROL	3,473.25							
TOKOLA PROPERTIES									
51220									
4234	7/5/2018	10,310.63	0.00	07/27/2018				False	0
202-721-052019 Professional Services				JOB 105 PREDEVELOPEMENT CONTRACT AGREEME					
4234 Total:		10,310.63							
TOKOLA PROPERTIES T		10,310.63							
U.S. BANK EQUIPMENT FINANCE									
033955									
361044357	6/30/2018	99.00	0.00	07/27/2018				False	0
100-715-052021 Equipment Maintenance				CONTRACT PAYMENT 1497999					
361044357 Total:		99.00							
361978158	7/13/2018	150.00	0.00	07/27/2018				False	0
100-715-052021 Equipment Maintenance				CONTRACT PAYMENT 1497999					
361978158 Total:		150.00							
U.S. BANK EQUIPMENT		249.00							
WAYNE MARTIN FLOOR CVR., INC.									
019407									
1653	7/18/2018	415.00	0.00	07/27/2018				False	0
704-000-052028 Projects & Programs				BLINDS JENNY DIMSHO OFFICE GRABER CELLULA					
1653 Total:		415.00							
WAYNE MARTIN FLOOR		415.00							

WEBER, SHAWN

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
WEB									
0002872	7/19/2018	20.00	0.00	07/27/2018				False	0
100-000-021000 Court Restitution Payments				RESTITUTION DISBURSEMENT	MICHAEL THOMPSC				
0002872 Total:		20.00							
WEBER, SHAWN Total:		20.00							
WILCOX & FLEGEL									
037003									
0278511-IN	7/5/2018	622.62	0.00	07/27/2018				False	0
100-708-052022 Fuel / Oil				PARKS FUEL					
0278511-IN Total:		622.62							
0282760-IN	7/18/2018	2,491.22	0.00	07/27/2018				False	0
100-705-052022 Fuel / Oil				POLICE FUEL					
0282760-IN Total:		2,491.22							
0283292-IN	7/19/2018	2,763.01	0.00	07/27/2018				False	0
703-734-052022 Fuel / Oil				SHOP FUEL					
0283292-IN Total:		2,763.01							
WILCOX & FLEGEL Total		5,876.85							
Report Total:		345,207.25							

Accounts Payable

To Be Paid Proof List

User: jenniferj
Printed: 07/26/2018 - 9:13AM
Batch: 00015.07.2018 - AP 7/26/18 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #	
Account Number	Description				Reference					
E2C CORPORATION										
E2C										
4265	7/24/2018	10,000.00	0.00	07/26/2018					False	0
201-000-052019 Professional Services				TINA CURRY CONSULTING MONTHLY MARKETING						
4265 Total:		10,000.00								
E2C CORPORATION Total		10,000.00								
Report Total:		10,000.00								