

CITY COUNCIL REGULAR SESSION Wednesday, November 07, 2018 265 Strand Street, St. Helens, OR 97051 www.ci.st-helens.or.us

Welcome!

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

- 1. Call Regular Session to Order 7:00 p.m.
- 2. Pledge of Allegiance
- 3. Visitor Comments Limited to five (5) minutes per speaker

4. **Resolutions**

 4.a. Resolution No. 1831: A Resolution Adopting a Universal Fee Schedule, and Superseding Resolution No. 1829
 04A. Res No 1831 - Adopting a Universal Fee Schedule Superseding Res No 1829 PENDING 110718.pdf

5. Approve and/or Authorize for Signature

- 5.a. Emerald Meadows Subdivision Final Plat Pending Receipt of Performance Bond 05A. CC Memo - Sign Sub Mylar Emerald Estates.pdf
- 5.b. Enterprise Fleet Management Master Equity Lease Agreement, Amendment to Master Equity Lease Agreement, Maintenance Agreement, Maintenance Management and Fleet Rental Agreement, Phillips 66 Card Application, and Consignment Agreement 05B. Enterprise Fleet Management Documents.pdf
- 5.c. Grant Contract Documents for OBDD Brownfields Redevelopment Fund \$100K

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.

05C. Grant Contract - OBDD Brownfields Redevelopment Fund \$100K.pdf

6. Appointments to Boards/Commissions

6.a. Appointments to City Boards & Commissions 06. 110718 Appts to Boards and Commissions.pdf

7. Consent Agenda for Acceptance

7.a. Library Board Minutes dated September 18, 2018 07A. 091818 LB MINUTES APPROVED.pdf

8. Consent Agenda for Approval

- 8.a. Council Work Session, Special Session, Regular Session, and Executive Session Minutes dated October 17, 2018 08A. 110718 Council Minutes TO BE APPROVED.pdf
- 8.b. Accounts Payable Bill Lists 08B. AP Bill Lists.pdf
- 9. Mayor Scholl Reports
- 10. Council Member Reports
- 11. Department Reports
- 12. Other Business
- 13. Adjourn

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City of St. Helens RESOLUTION NO. 1831

A RESOLUTION ADOPTING A UNIVERSAL FEE SCHEDULE, AND SUPERSEDING RESOLUTION NO. 1829

WHEREAS, an applicant for a parade permit is required to clean up the parade route immediately after a parade is over; and

WHEREAS, in the instance that the parade permit applicant does not clean up the parade route immediately after a parade is over, the City will need to clean up the route; and

WHEREAS, the City wishes to recoup costs associated with the clean-up; and

WHEREAS, the City finds that it is in the public's interest to revise the Universal Fee Schedule as stated below.

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

Section 1. Exhibit A, Fee Schedule, is hereby adopted as amended, which includes a \$450 deposit that shall accompany all parade permit applications. If the City has to clean up after a parade, the City will deposit the \$450. If the parade permit applicant cleans up the parade route adequately, the City will return the deposit.

Section 2. Exhibit A, Fee Schedule, is effective November 7, 2018.

Section 3. This Resolution supersedes Resolution No. 1829.

Approved and adopted by the City Council on November 7, 2018, by the following vote:

Ayes:

Nays:

ATTEST:

Rick Scholl, Mayor

Kathy Payne, City Recorder



POLICE DEPARTMENT				
Vehicle Impound Fee	\$	100.00	Per vehicle	
Bicycle Impound Fee	\$	1.00	Per bicycle	
Parking Citiation	\$	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		



MISCELLA	NEOU	S FEES	
Appeals Fee - General	\$	175.00	Per appeal
Non-Sufficient Check Charge	\$	25.00	Per check
Permit - Parade	\$	50.00	Per event
Parade Permit Clean-up Deposit	\$	450.00	Refundable if parade route is cleaned up
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	\$		Per reinspection
CD/DVD of requested information	\$	20.00	Per CD/DVD
Special Abatement of Illegal Notices or Advertisements	\$	10.00	Per notice or advertisement



	LIBRARY F	EES
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	\$	7.00
other digital or electronic material/media		
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



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		
Court Appointed Attorney Rates - Misdemeanor	\$	200.00 per misdemeanor with maximum of \$350 unless approved by court		
Court Appointed Attorney Rates - Probation Violation	\$	125.00 per case with maximum of \$200 unless approved by court		
Court Appointed Attorney Rates - Bench Trial	\$	400.00		
Court Appointed Attorney Rates - Jury Trial	\$	600.00		



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	\$	2,500.00			
Cap on Business License Charges Other then Marijuana Business	\$	1,000.00			



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		



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		



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 Contorl Permit & Inspection		> Included with Construction Permit		
Other Special Services	\$	30.00 Per hour labor, if in excess of 15 minutes		



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		



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 Inspectation Fee	\$ 100.00 New Fee					
Demand Sampling and Monitoring Fee	\$ - Actual cost of service					
Enforcement Activities	\$ - Actual cost of service					

Updated 11/07/18 by Resolution No. 1831



City of St. Helens Planning Department **MEMORANDUM**

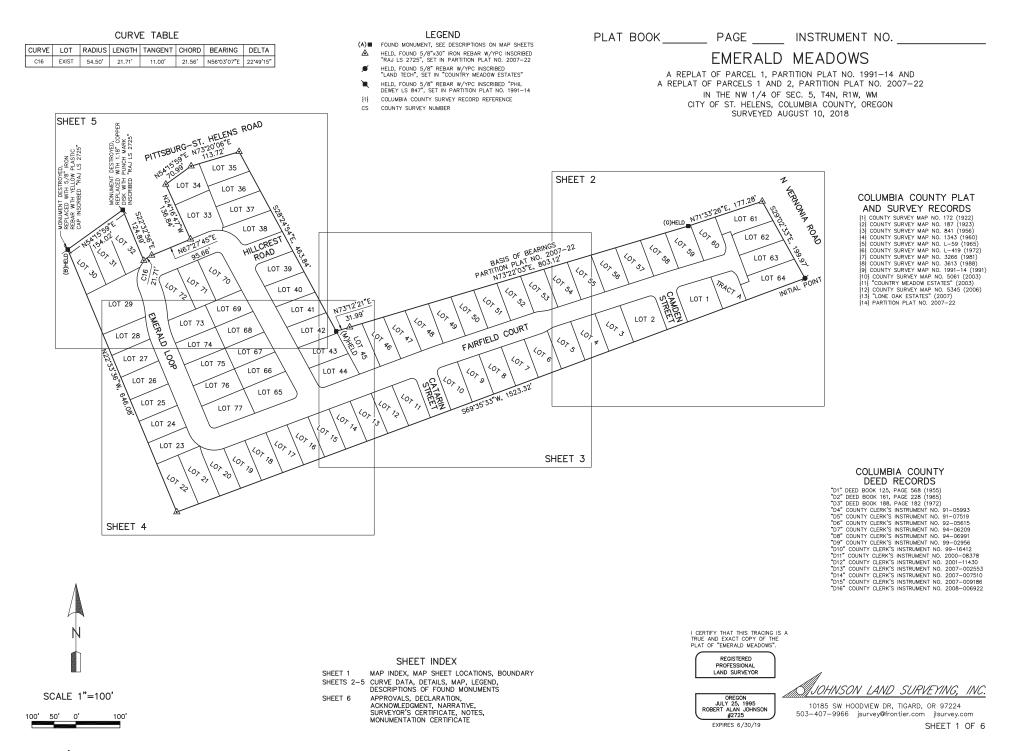
TO: City Council
FROM: Jacob A. Graichen, AICP, City Planner
RE: Authorize Mayor to sign final plat for the Emerald Meadows Subdivision
DATE: October 30, 2018 (for the November 7, 2018 regular session)

The final plat is the formal document that is ultimately recorded with the County, making the subdivision official. In addition to meeting many substantive and technical requirements, the final plat also requires several signatures. The City's approval of the final plat is signified by two signatures: the Mayor's and Planning Commission Chair's. Generally, by signing the final plat the City is saying that all requirements have been met, that all applicable improvements are in place (e.g. utilities, streets, etc.) or assured by a financial instrument, and that all improvements, rights-of-way and common areas proposed to be dedicated to the City are accepted by the City.

Staff has determined that all necessary requirements have been met for the purpose of signing the final plat.

<u>Except</u>, a performance bond for sidewalks is still required. Staff wants to help with time by getting approval of signature before this, with the condition that it gets done before the actual signature.

Please authorize the Mayor to sign the final plat for the Emerald Estates Subdivision with the condition that the performance bond is in place to the City's satisfaction. Bond is required prior to actual signature.



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MASTER EQUITY LEASE AGREEMENT

day of November

This Master Equity Lease Agreement is entered into this 7 by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/ or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_MB

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.



Initials: EFM_____ Customer

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence -Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lesser at Lesse's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability endition to monthly rental charges payable by Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc.. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement, if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue





at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

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Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

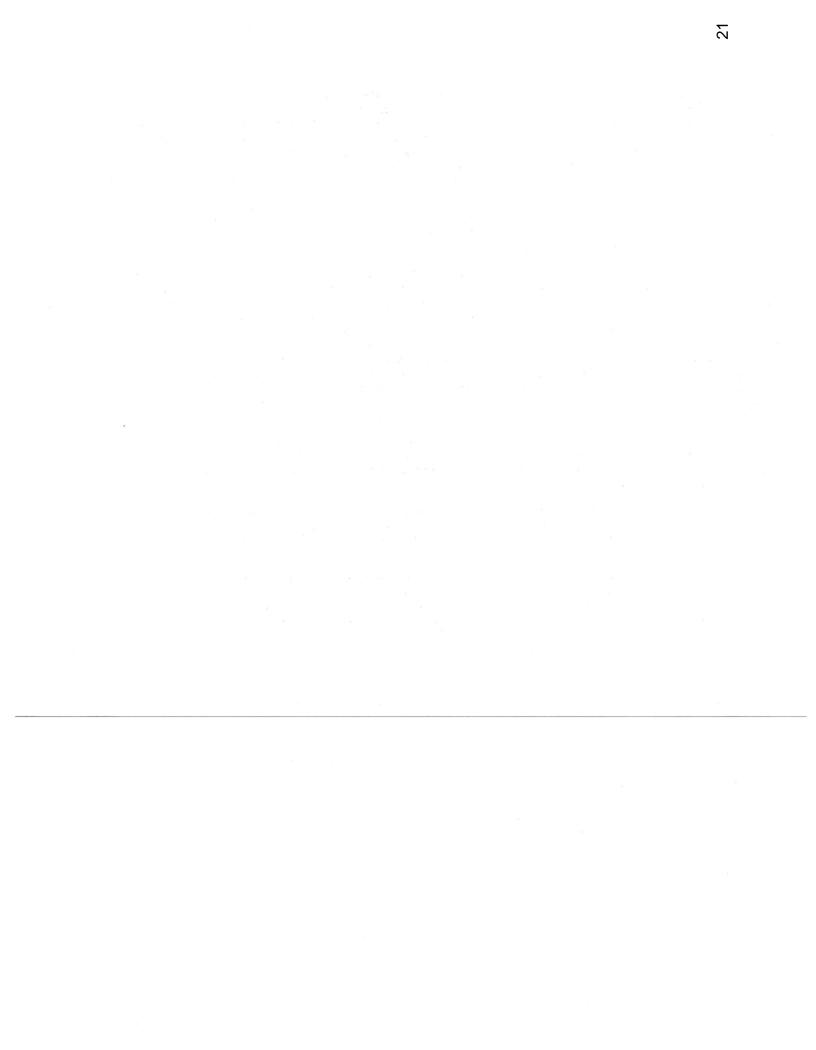
17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE:	City of St. Helens Oregon	_ LESSOR: By:	Enterprise FM Trust Enterprise Fleet Management, Inc. its attorney in fact
Signature:		-	
By:	Matt Brown	Signature:	
Title:	Finance Director	By:	
Address:	PO BOX 278	- Title:	
Address:	St. Helens OR 97051	- Address:	
Date Signed	November 7 2018	-	
		Date Signed	l:,
Initials: EFM	Customer		





AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this _____ day of October, 2018 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the _____ day of October, 2018 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of St. Helens ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the City Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the _____ day of October, 2018.

City of St. Helens (Lessee)

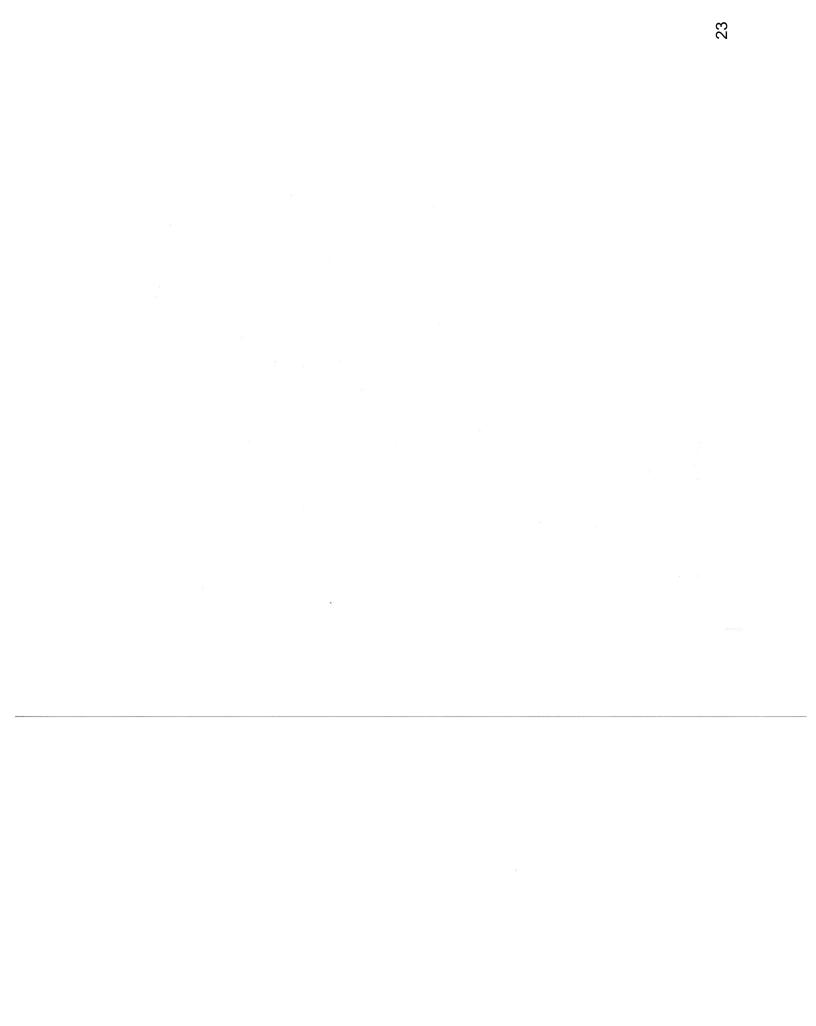
Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact

Ву_____

Ву_____

Title:_____

Title:_____





MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this	day of day of, by Enterprise Fleet Management, Inc., a Missour
corporation ("EFM"), and <u>City of St. Helens</u>	("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the <u>7</u> day of <u>November 2018</u>, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

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in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of St. Helens	EFM: Enterprise Fleet Management, Inc.
Signature:	Signature:
By: Matthew Brown	Ву:
Finance Director	Title:
Address: PO BOX 278 St. Helens, OR 97051	Address:
Attention: Matthew Brown	Attention:
Fax #:	Fax #:
Date Signed: November 7, 2018	Date Signed:
EFM Customer	

Initials:



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the 7th _ day of November, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of St. Helens Oregon (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM_____ Customer_MB

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7.00

0.00 8. FEES: EFM will charge the Company for the service under this Agreement \$_____ per month per Card, plus a one time set-up fee of \$_____

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company:	City of St. Helens	EFM:	Enterprise Fleet Management, Inc.
Signature:		Signature:	н Полого Полого (В., 1997) Алан Полого (В., 1997)
By:	Matt Brown	By:	<u>.</u>
Title:	Finance Director	Title:	
	PO BOX 278	Address:	
Address:	St. Helens OR 97051	Address.	
Date Signe	November 7 2018	Date Signe	d:,,





FLEET MANAGEMEN



- SAVE valuable time and money b • letting us handle the paperwork for
- Give your business improved cas • flow flexibility
- Help block unwanted spending w • easy-set controls

Coupon

Code

Sales Rep:	
Title:	
Email:	
Phone:	
Fax :	

WEX ENTERPRISE FLEET MANAGMENT / PHILLIPS 66 CARD **APPLICATION**

28

Program Fees: \$40 set-up fee, \$2 per card, per month

	Program Fees: \$40 set-up fee	, \$2 per card, per month		
MENT	Tell us about your busir	ness		
73	* Legal Name of Business City of St. Helens Doing Business As			* Requires Input
	* Business Physical Address 265 Strand Street * City	* State (Abbrev.) OR	* Zip	
	St. Helens * Tax Payer ID # (Numbers Only) 936002248	* Company Phone # 5033976272	97051 Company Fax #	
ney by ork for you d cash	*Legal Structure(Corp, Partnership, I Government *Years in Business (Numbers Only) 129.00		75	s
ing with	Billing Contact Informatio	on		
	* Billing Contact First Name	* Billing Contact Last Name		
	Jennifer * Billing Contact Phone #	Johnson * Billing Contact Email		
	(503) 366-8203 * Billing Address	jenniferj@ci.st-hel	ens.or.us	
	PO BOX 278 * _{City}	*Chata (Abbass)		
	St. Helens	*State (Abbrev.) OR	* ^{Zip} 97051	
	By signing below, I represent and warrar Business Card Agreement, which is avail Key Terms enclosed. X	it that I am authorized to bind the G able upon request. I further acknow	ledge that I have read and a	ditions of this offer and the gree to the Summary of
	Authorized Officer Signature		Date	
	* Print First Name * F	rown Print Last Name	mattb@ci. * Email	st-helens.or.us
	Title of Applicant: O _{President} O _{Vice}	President O Treasurer	O _{Owner}	O Partner
	Tell us about yourself Required if this account is for a busi corporation, or a limited liability cor		ree years, a proprietorsh	nip, a professional
Acct. #	First Name	Last Name		
0490	Residential Address			
	City	State	Zip	
	Social Security #	Date of Birth		
	Home Phone #	Email Address		
	l understand and acknowledge that l for all amounts owing on this accoun X Signature		pany and I will be jointly	and severally liable

Sales Code

FOR OFFICE USE ONLY:

Plastic

ENP3

Branch Code:

SourceSystem:

Opportunity #:

SUMMARY OF KEY TERMS

Credit Disclosure: By submitting this application, Company requests a business charge account and if approved for credit, one or more business charge cards for use by Company and its employees. The Card Issuer is WEX BANK. Company agrees to the terms and conditions set forth in the Business Charge Account Agreement provided with this application and/or provided with the card(s). Use of any card issued pursuant to this application confirms Company agreement to said terms and conditions. In the event that this application is denied based upon information contained in a consumer credit report used to evaluate credit, Issuer is authorized to report the reason for the denial to the Company. Direct inquiries of businesses where the undersigned maintains accounts may also be made. If requested, Company agrees to provide company financial statements, including at minimum, a Balance Sheet and Income Statement for the last two years upon request. **Joint and Several Liability**: If required, and if Bank issues card(s) to Company, both the Company and I am jointly and severally liable with the Company for all charges to the account established pursuant to this application. This is a guaranty of payment and not merely of collection. You agree to pay upon demand any amount owed by Company due under the Business Charge Account Agreement.

I understand that I am applying for commercial credit on behalf of the business. I authorize Issuer to obtain credit bureau reports, both personal (if required) and in the name of the Company, that may be used when considering this application for credit and any other information about me in connection with: 1) extensions of credit on this account; 2) the administration, review or collection of this account. I agree that I may be contacted at any of the numbers that I have provided. In the event that the account is not paid as agreed, Issuer may report my liability (both personally and for the Company) to credit bureaus or others that may lawfully receive such information.

Federal Compliance: Issuer complies with Federal Law which requires all financial institutions to obtain, verify and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.

CONSIGNMENT AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc (hereinafter referred to as "Enterprise") and [City of St. Helens, Oregon] (hereinafter referred to as "CUSTOMER") on this [Enter Date Here] (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles wholesale; and
- B. The CUSTOMER is in the business of City Municipality

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. <u>Right to Sell</u>: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
- 2. <u>Power of Attorney</u>: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
- 3. <u>Assignments</u>: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
- 4. <u>Service Fee</u>: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400.00 ("Service Charge/ Disposal Fee") plus towing and de-identification at prevailing rates.
- 5. <u>Sales Process</u>: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid on any Vehicle by providing prior written notification to Enterprise.
- 6. <u>Time for Payment:</u>

1

- (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
- (b) Enterprise's obligations pursuant to Section $\underline{6}(a)$ shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section $\underline{6}(a)$ prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said

payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section $\underline{6}$. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

- 7. <u>Indemnification and Hold Harmless</u>: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
- 8. <u>Liens, Judgments, Titles and Defects</u>: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
- 9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
- 10. <u>Bankruptcy</u>: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
- 11. <u>Compliance with Laws</u>: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
- 12. <u>Insurance</u>: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
- 13. <u>Term:</u> This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
- 14. <u>Modification</u>: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
- 15. <u>Entire Agreement</u>: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
- 16. <u>Liability Limit:</u> In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the

negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

- 17. <u>Attorney's Fees</u>: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
- 18. <u>Authorization</u>: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

"CUSTOMER"

By_____ By_____ Signature

Printed Name:

Title:

Date:

Printed Name: Matthew Brown

Title: Finance Director

Date: 11/7/18

Customer Name: City of St. Helens Customer Address: PO BOX 278, St. Helens OR 97051

<u>Exhibit A</u>

Vehicles To Be Sold By Enterprise Pursuant to Consignment Auction Agreement

Vin Number	Year	Make/Model
5	a de la composición de	

OREGON BUSINESS DEVELOPMENT DEPARTMENT BROWNFIELDS REDEVELOPMENT FUND GRANT CONTRACT

Project Name: Wastewater Lagoon Repurposing Project

Project Number: N19007

This financing contract ("<u>Contract</u>"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department ("<u>OBDD</u>"), and the City of Saint Helens ("<u>Recipient</u>") for financing of the project referred to above and described in Exhibit B ("<u>Project</u>"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$613,000.

"Grant Amount" means \$100,000.

"<u>Project Closeout Deadline</u>" means 90 days after the earlier of the actual Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

SECTION 2 - GRANT AWARD

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified as a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of the Grant disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. <u>Reimbursement Basis</u>. The Grant will be disbursed to Recipient on an expense reimbursement or costsincurred basis. The Recipient must submit each disbursement request for the Grant on an OBDDprovided or OBDD-approved disbursement request form ("<u>Disbursement Request</u>").
- B. <u>Financing Availability</u>. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

- A. <u>Conditions Precedent to OBDD's Obligations</u>. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
 - (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. <u>Conditions to Disbursements</u>. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
 - (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) The Recipient shall demonstrate, to the satisfaction of OBDD, that it has obtained all other funds that are necessary to complete the Project.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that any requested pre-award expenditures meet all programmatic eligibility requirements, including, but not limited to, the nature of the activity, when the activity took place, and cost.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. <u>Use of Proceeds</u>. The Recipient shall use the Grant only for the activities described in Exhibit B and according to the budget in Exhibit C. The Recipient may not modify line items or amounts in the budget without the prior written consent of OBDD. Recipient will not use the Grant moneys to retire any debt.
- B. <u>Costs of the Project</u>. The Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. <u>Costs Paid for by Others</u>. The Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. <u>Estimated Project Cost, Funds for Repayment</u>. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.
- B. Organization and Authority.
 - (1) The Recipient is a municipality, validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. <u>Full Disclosure</u>. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. <u>Pending Litigation</u>. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
 - (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. <u>Compliance with Existing Agreements and Applicable Law</u>. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or other instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. <u>Governmental Consent</u>. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract for the financing and undertaking and completion of the Project.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. <u>Notice of Adverse Change</u>. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. <u>Compliance with Laws</u>. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
 - (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

- C. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- D. <u>Regulatory Oversight</u>. The Recipient shall comply with regulatory oversight through the appropriate Oregon Department of Environmental Quality Program.
- E. <u>Notifications</u>. The Recipient shall reasonably acknowledge in some public fashion, such as in promotional materials, on its web site and in public statements, that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.
- F. Project Completion Obligations. The Recipient shall:
 - (1) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (2) Within thirty (30) days after completion of the Project, but no later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD.
- G. <u>Financial Records</u>. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- H. <u>Inspections; Information</u>. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- <u>Records Maintenance</u>. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of three years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- J. <u>Economic Benefit Data</u>. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- K. <u>Certified Firms</u>. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, womanowned businesses, businesses that service-disabled veterans owned and emerging small businesses..." The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at <u>https://www.oregonlegislature.gov/bills_laws/ors/ors200.html</u>. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at:

https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp.

- L. <u>Notice of Default</u>. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- M. <u>Indemnity</u>. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

SECTION 8 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. <u>Remedies</u>. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.

- B. <u>Application of Moneys</u>. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. <u>No Remedy Exclusive: Waiver; Notice</u>. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. <u>Default by OBDD</u>. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. <u>Time is of the Essence</u>. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
 - The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
 - (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. <u>Notices</u>. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD:	Assistant Director, Economic Development Oregon Business Development Department 775 Summer Street NE Suite 200 Salem OR 97301-1280
If to Recipient:	City Administrator City of Saint Helens PO Box 278 Saint Helens OR 97051-0278

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. <u>Severability</u>. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. <u>Amendments, Waivers</u>. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. <u>Attorneys' Fees and Other Expenses</u>. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- 1. <u>Choice of Law; Designation of Forum; Federal Forum</u>. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. <u>Integration</u>. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. <u>Execution in Counterparts</u>. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON acting by and through its Oregon Business Development Department



CITY OF SAINT HELENS

By:		By:		
	Chris Cummings, Assistant Director		The Honorable Rick Scholl	
	Economic Development		Mayor of Saint Helens	
Date	•	Date:		
APPI	ROVED AS TO LEGAL SUFFICIENCY IN AC	CORDANC	CE WITH ORS 291.047:	
	Not Required per OAR 137-04	5-0030		
C.L.	hit A: Conoral Definitions			

Exhibit A: General Definitions Exhibit B: Project Description Exhibit C: Project Budget

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"Act" means ORS 285A.185 through 285A.188, as amended.

"Award" means the award of financial assistance to Recipient by OBDD dated 14 Sep 2018.

"<u>Costs of the Project</u>" means Recipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

"<u>Counsel</u>" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

"Default" means an event which, with notice or lapse of time or both, would become an Event of Default.

"ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

Recipient will complete the following planning materials / activities related to conversion of the cityowned 39-acre municipal wastewater treatment lagoon situated in Saint Helens, Oregon, Columbia County:

A. Prepare a detailed Public Involvement Plan that:

- (1) Establishes guiding principles for continued communications and engagement with the Saint Helens community, and broader regional and statewide stakeholders.
- (2) Prepares, and periodically updates, project materials to support communication strategies such as public events, web-based communication, and other direct engagement with the community and stakeholders.
- (3) Supports facilitation of public meetings to provide project status updates and seek input from the community on concerns.
- B. Develop a Governance Decision Plan which:
 - (1) Discusses governance options best suited to support long-term operations, management, and eventual disposal of the filled Lagoon property.
 - (2) Facilitates decision-making meetings with city / stakeholders.
 - (3) Prepares a detailed step-by-step roadmap to create governance entity with organizational and funding implementation structure.
- C. Update Market Analysis to confirm understanding of potential Net Present Value calculations and return on investment to the City of Saint Helens.

Recipient shall submit all completed documents to OBDD within 30 days of the Project Completion Date.

EXHIBIT C - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Governance / Redevelopment Feasibility Study / Public Engagement	\$100,000	\$0
Site Characterization / Investigation	0	102,000
Geotechnical Investigation / Risk Assessment and Preliminary Air Modeling	0	411,000
Total	\$100,000	\$513,000

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards				
Recipient		Project Number		
City of Saint Helens		N19007		
Signatures of Delegated Authorize (Two signatures are required to				
Typed Name and Title		Typed Name and Title		
(1) a Signature (Highest Elected Official must <u>not</u> sign here)	(1) b Signature (High	est Elected Official must <u>not</u> sign here)		
Additional Sign	atures (if desired)			
Typed Name and Title		Typed Name and Title		
(1) c	(1) d Signature (High	est Elected Official must not sign here)		
I certify that the signatures above are of the individuals authorized to draw funds for the cited project.	Agency Use Only: Da	te Received:		
Typed Name, Title and Date				
(2)				

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: Two signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department 775 SUMMER ST NE STE 200 SALEM OR 97301-1280

DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 SUMMER ST NE STE 200

SALEM OR 97301-1280

City of Saint Helens

93-6002248

Federal Tax ID Number

Wastewater Lagoon Repurposing Project

Project Number

N19007

Project Name

Recipient

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

Method I - Electronic Funds Transfer (EFT)

Private Sector or Government Entities

Use New EFT Account: A Direct Deposit Form (SFMS ACH-1) *completed by Financial Institution Representative* has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services SFMS Operations / <u>ACH Coordinator</u> 155 COTTAGE ST NE STE U60 SALEM OR 97301-3970

Get the form here: www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf

Use Existing EFT Account: An account has already been set up for EFT deposits as required above.

Method II - Local Government Investment Pool (LGIP)

Government Entities Only

Transfer funds to the **Oregon State Treasury Local Government Investment Pool** by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s)

Signature(s)			
Title(s)			
	Telephone Number	Fax Number	

Deposit Option Notification

Date

				OBDD Disbursement Request	quest				
	Recipient:			City of Saint Helens	nt Helens			Project Number:	N19007
Orecon	Project Name:		2	Wastewater Lagoon Repurposing Project	Repurposing Projec	*			۲43-13
	Funding Programs:			Brownfields Redevelopment Fund	velopment Fund			Request Number: Final Draw?	O Yes O No
	Reporting Period:		ą						
		OBDD Funds (Enter Whol	Whole Dollars Only)		Other	Other / Matching Funds (Enter Whole Dollars Only)	Enter Whole Dollars	s Only)	All Funds
(A)	(B)	(C)	(D)	(E) = [B-C-D]	(F)	(G)	(H)	(I) = [F-G-H]	(J) = [C+D+G+H]
Activity	Approved Budget	Prior Disbursements	Current Request	Balance	Approved Budget	Prior Expenditures	Current Expenditure	Balance	Disbursed & Expended
Governance / Redev Feasibility Study / Public Engagement	\$100,000			\$100,000					
Site Characterization / Investigation					102,000			102,000	
Geotech Investigation / Risk Assess & Prelim Air Modeling					411,000			411,000	
Marti Januarian Martin Martin Januarian Angelera angelera angelera angelera angelera angelera angelera angeler									
Total	\$100,000			\$100,000	\$513,000			\$513,000	
Certification: We certify that the data are correct and that the amount requested is not in excess of current needs.	data are correct and th	nat the amount requ	lested is not in	For OBDD Use in the amount(s	: Only: I have revie) listed below.	wed this request a	nd approve payme	For OBDD Use Only: I have reviewed this request and approve payment to the above mentioned recipient in the amount(s) listed below.	ntioned recipient
				Dollar	Dollar Amount	<u>Funding Type</u> Loan / Grant / Forgivable	<mark>g Type</mark> / Forgivable	Funding Program (If more than one source of funds)	Program source of funds)
Authorized Signature & Title			Date	s					
Authorized Signature & Title			Date	<i>в</i> в					
Project Contact for Payment Notification	tion	Phone Number		<i>м</i>					
T 88						C			. 46
E-iwali Address				Contract Admin	Contract Administrator Signature	Date	wanager	wanager signature	nate
				N19007 Saint Helens Disbursement Request.xls	irsement Request.xis				Page 1 of 2

APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

City Council Meeting ~ November 7, 2018

Pending applications received:

			Date Application	<u>Referred by Email</u>
	<u>Name</u>	Interest	Received	<u>To Committee(s)</u>
•	Jeff Vitale	Arts/Cultural or Parks/Trails Comm.	2/26/18	2/26/18
•	Ken Forcier	Arts/Cultural or Planning Comm.	6/7/18	6/8/18
٠	John Dreeszen	Library Board	8/7/18	8/7/18

Arts & Cultural Commission (3-year terms)

Kannikar Petersen resigned. Her term expired 9/30/2018.

- Jenn Farrington resigned. Her term expires 9/30/2020.
- Janet Anderson resigned. Her term expires 9/30/2019.

Status: There are currently three vacancies. A press release went out on October 1 with a deadline of October 19, 2018. There are currently two applicants.
Next Meeting: November 27, 2018
Recommendation: None at this time.

Library Board (4-year terms)

The Board added positions.

Status: Currently, there is one vacancy. **Next Meeting:** November 13, 2018 **Recommendation:** None at this time.

Budget Committee (3-year terms)

Bill Eagle's term expires 12/31/2018. He is interested in being reappointed.

Status: Councilor Conn has been notified that her appointee's term expires at the end of the year. Next Meeting: TBD

Recommendation: None at this time.

Parks & Trails Commission (4-year terms)

• Stan Chiotti's and Jacob Woodruff's terms expire 12/31/2018. Stan does not wish to be reappointed. Jacob does wish to be reappointed. He has not served two full terms.

Status: A press release was sent out on October 10, 2018 with a deadline of November 2. We have not received any applications **Next Meeting:** December 10, 2018

Recommendation: None at this time.

Planning Commission (4-year terms)

• Sheila Semling's and Audrey Webster's terms expire on 12/31/2018. Both have expressed a desire to be reappointed, however, both have served more than two terms.

Status: A press release was sent out on October 10, 2018 to solicit applications with a deadline to apply of November 14, 2018.

Next Meeting: November 13, 2018

Recommendation: None at this time.

City of St. Helens RESOLUTION NO. 1648

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

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

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

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

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

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

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

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

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

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

<u>/s/ Randy Peterson</u> Randy Peterson, Mayor

ATTEST:

<u>/s/ Kathy Payne</u> Kathy Payne, City Recorder

City of St. Helens

Library Board

Minutes from Tuesday, September 18, 2018

St. Helens Public Library

Members Present

Members Absent

Heather Anderson-Bibler Mary Ellen Funderburg, Past Chair Melisa Gaelrun-Maggi Amanda Heynemann, Vice Chair Leanne Murray, Chair

<u>Guests</u>

Councilors in Attendance

Staff Present

Margaret Jeffries, Library Director Dan Dieter, Library Board Secretary

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CALL MEETING TO ORDER: The meeting was called to order at 7:16 pm by Chair Murray.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: N/A

PREVIOUS MEETING MINUTES: Minutes approved.

POSTING FOR LIBRARY BOARD VACANCY: Three evenings are scheduled, plus one Saturday. Emails are going out to the three candidates. Schedule will indicate that meetings will be at the Armstrong Room, here at the Columbia Center. The group discussed where meetings should be held, and that they should be convenient for everyone. Member Gaelrun-Maggi and Chair Murray will bring back recommendations to the Board meeting on October 16. At that time, recommended candidates will be voted on and Councilor Conn will present those that pass to the City Council. The group discussed conflicts of interest for City employees who might want to participate on the Library Board. It was determined by the City Recorder that this instance does not present a conflict.

PROPOSED CHANGES TO 2019 LIBRARY BOARD MEETING CALENDAR: The group discussed changing the regular meeting schedule from every third Tuesday to every second Monday, with the exception of any holidays where the Library would be closed. The group discussed the use of conference telephony or an application that would allow a board member to participate in a meeting without being present. Director Jeffries

said she would check into the options for attending remotely. A motion was made to accept the new meeting dates with any exceptions for holidays and special circumstances. The motion passed unanimously.

LIBRARY DIRECTOR'S REPORT: *Facility Improvements:* The new security camera installation is about two-thirds done. These new cameras will expand the range of the current system. The group discussed the placement of new monitors for viewing camera activity, especially at night around the back of the building. The police can't monitor the cameras 'live', however they can access the recorded footage for evidence. The fire suppression system is due to have a five-year test next week. The lighting changes are ongoing.

Fall Programs for Adults: The group discussed the upcoming talk *Beyond Voting* by Donna Cohen. The group discussed connecting to Library events through Facebook, and that the Library website has two links for Facebook, one for the Library and one for the City. Director Jeffries described the upcoming talk Trekking and Teaching in the Himalayas which is scheduled for October 2. Director Jeffries also described a panel discussion that is scheduled for October 9 that is part of an Architecture of Interment display that is sponsored by the Columbia County Coalition for Human Dignity, which is part of the Rural Organizing Project. The group discussed the Conversation Project choices and their schedule. The first choice Higher Education is scheduled for November 8, 2018. The second choice is still being scheduled, and the third choice Crime and Punishment will be scheduled in May of 2019. Director Jeffries stated that Barbara Lines is unable to organize the Quarterly Art Shows so there are now new connections being made between the Columbia Arts Guild and the Library to continue this activity. The Guild is putting together a display about the business of being an artist, i.e. marketing, etc. A talk on this subject will be November 1st at 7pm.

Scappoose Public Library – Shared Catalog Project: Director Jeffries described the interagency agreement that Scappoose Public Library Director Jeff Weiss and Jeffries have been developing. The agreement is scheduled to go before the City Council at their meeting on September 19. After that, the Scappoose Public Library can sign the agreements to allow data extraction from their system. The costs for the extraction are covered by the grant.

Make It – STEM Programs: Director Jeffries described the funding that is available as part of a pilot program for "Make-It" programs. This funding is aimed at elementary kids in an afterschool setting. In November, the State Legislature should release funds to allow the hiring of an intern to help with program administration, as well as funds to allow the purchase of technology for program use. Youth Librarian Kolderup will need to submit a budget by October 1, 2018. It is hoped that the funding will help create a curriculum that can be used in other rural communities. The group discussed the role of the Youth Librarian in reaching members of the local community. The group discussed the role of the Library Director in promoting creative outlets for staff.

COUNCILOR'S REPORT: Councilor Conn stated that she is now on a county-wide tourism committee. She is interested in seeing tourism data and how it relates to outdoor activities and waterfront activities.

FRIENDS' REPORT: N/A

BOARD MEMBER COMMENTS: Chair Murray stated that 'Trunk-or-Treat' will be held at the Police Station on October 31, from 5:00 – 8:00pm. Chair Murray also asked that 'Trunk-or-Treat' be added as an agenda item for the next Board meeting.

Member Funderburg gave an update on the Dolly Parton Imagination Library Program. The program will be represented at the Children's Fair on October 27. Children are eligible until their 5th birthday. Donations that support the program are coming from United Way, the Ford Family Foundation and many others. There is also a matching grant from the James and Shirley Rippey Family Foundation. The next step is to work with the businesses on the task force, i.e. Community Action Team (CAT), Headstart, Lion's Club, Rotary, Kiwanis and others to secure more donations for continuing the program. The group discussed the experience of all of the community groups working together.

Member Heynemann gave an update on the progress of the Access Working Group [Board Committee]. They are working on policies for use of the lockers in the Library, as well as what kind of information can be given over the phone when patrons call with questions about their accounts.

SUMMARIZE ACTION ITEMS: Chair Murray listed the current action items, namely, to check on remote call-in for board meetings and to schedule meetings with prospective board candidates. There was also a discussion about including board terms in the introduction and orientation of new board members. The orientation should include information about the Library Strategic Plan.

NEXT MEETING: The next regularly scheduled meeting will be Tuesday, October 16, 2018 at 7:15 p.m. in the Columbia Center Auditorium.

ADJOURNMENT: Chair Murray adjourned the meeting at 8:33 p.m.

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Respectfully submitted by:

Library Board Secretary, Dan Dieter

2018-2019 Library Board Attendance Record

Date	Anderson-Bibler	Funderburg	Gaelrun-Maggi	Heynemann	Murray	VACANT	VACANT	VACANT	VACANT
07-19-2018				CANCELI	LED				
08-23-2018	Р	Р	Е	Р	Р				
09-18-2018	Р	Р	Р	Р	Р				
10-16-2018									
11-13-2018									
12-11-2018									
01-14-2019									
02-11-2019									
03-11-2019									
04-8-2019									
05-13-2019									
06-10-2019									

P=Present E=Excused Absence U=Unexcused Absence

City of St. Helens Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 7th day of November, 2018 are the following Council minutes:

2018

• Work Session, Special Session, Regular Session, and Executive Session Minutes dated October 17, 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 signature block on 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
- □ File original in Vault
- □ Update minutes spreadsheet

City of St. Helens City Council

Work Session Minutes

October 17, 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 Brian Greenway, Police Chief Crystal Farnsworth, Communications Officer Jose' Castijella, Police Sergeant Joe Hogue, Police Lieutenant Jacob Graichen, City Planner Jenny Dimsho, Associate Planner Tina Curry, Event Manager

Others:	Steve Topaz	Ryan Alford
	Nicole Thill	Morris Malakoff

1) Call Work Session to Order - 1:00 p.m.

2) **Visitor Comments - Limited to five (5) minutes per speaker** No visitor comments.

3) **Discussion Topics**

3.A Presentation from Enterprise Fleet Management

Ryan Alford from Enterprise Fleet Management reviewed a PowerPoint presentation. A copy is included in the archive meeting packet. In response to questions from Council, Ryan said:

- Maintenance will be handled by local resources.
- The City will be assigned an account manager and account coordinator. They will meet at least three times a year.
- Reports will be available online.
- Will submit an initial recommendation. There is no minimum or maximum number of vehicles per year. It can be phased in.
- They will advocate for the City if they receive a vehicle that has continuous problems. It would need to go back to the dealer for warranty work.
- Will bring the best deals to the attention of the City, even though the make and models may vary.

• Enterprise won a national RFP for a national co-op called Sourcewell. The City is already a member of Sourcewell. It makes it easy for the City to step into the program.

Mayor Scholl pointed out the budgeted amount for purchasing new vehicles. He asked Finance Director Brown how this proposal would affect the budget. Brown explained that each department sets aside a certain amount of money for vehicle replacement, as well as paying their fair share of equipment maintenance and fuel. When he and Ryan initially met, it was specifically about the Police Department vehicles. He explained how the monthly payments would cover multiple vehicles rather than purchasing one outright. Ryan explained how they would help sell police vehicles as well.

Sgt. Castijella addressed how the program would benefit the police department. Much of the maintenance that's done is outsourced to Emmert Motors, Eaton's Tire, Les Schwab, or the transmission shop in Warren. It's not being done through the City's maintenance facility. They are already working with local businesses, like what Enterprise proposes. It will be kept local. The City's Joint Maintenance facility is limited to oil changes and tire repairs. Their vehicles need to be replaced at a shorter turnaround. They need to consider safety when they're operated at a high speed. This program makes sense. He researched the program and didn't find that anyone was losing money. The website allows you to download reports right away and can even be done during a meeting.

Councilor Carlson asked how antiquated vehicles play into retention of officers. Chief Greenway recognized the officers in attendance on their own time. They are passionate about this. They want the best equipment available. More officers are killed in vehicle accidents than gun fire. The program will help with longevity and attracting new officers. Carlson sees it as another way to take care of employees. Greenway said another benefit is the new technology changing in vehicles all the time. It will prevent them from going 10 years and spending an enormous amount of money.

Councilor Conn pointed out that it will have a positive effect on insurance cost. Brown believes it will likely even out since they're newer vehicles.

Finance Director Brown explained that it is a lease. They have the option at any time to end the program. They can either purchase those vehicles or go back to purchasing one vehicle a year.

Mayor Scholl asked how many they are considering at this time. Brown explained that there is \$100,000 a year in the Police Department equipment fund. That includes vehicles and maintenance. This program would allow them to start with 9-10 vehicles and still pay that same amount. It may be best to start with the patrol vehicles. If it's successful, they could choose to branch out to City Hall and Public Works.

Brown talked about the ability to track vehicle maintenance. It will help them determine when it needs to be replaced. Right now there is no tracking program.

Castijella talked about vehicles being better take care of when they're assigned to one officer. Everyone wants to drive the new car.

Mayor Scholl asked how big the police department fleet is. Castijella said there is nine. Brown proposes for this program to start in the police department. If other departments are interested they can join later. Council President Morten pointed out that this will affect the Joint

Maintenance Facility by lightening their load. It sounds very efficient for police. He would like to vet it more extensively before pursuing the program for Public Works.

After discussion, it was the consensus of Council for Brown to finalize the contract. It will come back to the Council for approval.

3.B 1st Quarter Communications Report - Crystal

Communications Officer Farnsworth reviewed her report. A copy is included in the archive meeting packet.

Council President Morten is working on visiting every household in the City. He is hearing from people who depend on social media for the most up-to-day information. They're not getting completely accurate information from other sites. Farnsworth agreed that it's a national problem. The City can combat that by continuing to push information out, pay for advertising on social media, link to the website for more information, etc. She has been researching the possibility of starting regular mailings again. They would be included in the monthly utility bills.

There was discussion about the City getting information out as soon as possible, to help squelch the rumors and misinformation on social media sites. Council directed Farnsworth to come back with cost estimates for paid advertising and suggestions on getting information out quicker.

3.C 1st Quarter Financial Report - Matt

Finance Director Brown reviewed his report. A copy is included in the archive meeting packet.

3.D Review Request for Proposals for Wayfinding Signage - Jenny

Associate Planner Dimsho reviewed the RFP. A copy is included in the archive meeting packet. The project has been three years in the making.

Council President Morten asked if the Wayfinding Signage will remain in place when the Urban Renewal Plan is developed. Dimsho responded that Urban Renewal will be a funding source for future signage.

3.E Update on Riverfront Connector Plan - Jenny

Associate Planner Dimsho and City Planner Graichen presented the Draft Design Options & Evaluation Report for the Riverfront Connector Plan. A copy is included in the archive meeting packet.

Councilor Carlson emphasized the need for traffic safety calming on the Plymouth Street hill below Nob Hill Nature Park.

Discussion ensued about bike lanes. The consensus of the Council was to maintain bike lanes as much as possible.

Dimsho and Graichen presented a new plan for the triangle merging Old Portland Road and Plymouth Street. Council would like to hear what engineering staff and the consultants say after their meeting next week.

Council President Morten expressed safety concerns about backing out of diagonal parking spaces. He suggested making them back-in diagonal spaces. Graichen said that was

discussed. They could select an area and try it as a test run. He would need to consult engineering first.

4) **Department Reports**

Chief Greenway reported...

- Thanked you to Council for listening to the Enterprise Fleet Management proposal and thank you to Brown for spearheading it to save money for the City.
- The First Thursday topic for next time is active shooter scenarios.
- Trunk-or-Treat will be held at the Police Department on October 31.
- Attended a meeting yesterday with the Columbia County Sheriff's Office and other department heads to discuss collaborative training efforts for an active shooter program. It is spearheaded by the Columbia County Sheriff's Office and Hillsboro Police Department, who has a nationally known program. Greenway is working on incorporating the St. Helens School District into the program so they know their protocol in the event of an incident. There will be a training exercise at the school this Friday. His goal is to make this the safest school in the nation.
- Lt. Hogue spoke with the Council about transitioning from the Clatskanie firing range back to the Columbia County Sheriff's range. The insurance and contract attorney have both reviewed the agreement and given their approval. It is a cost savings by not traveling as far and paying additional overtime. He is requesting Council approval.
- Updating the Deadly Force Plan and Major Crime Teams Plan.
- Spirit of Halloweentown was a huge success from the First Responders point of view. There were no incidents, no arrests, and no medical calls. A debriefing will be held next week.

Library Director Jeffries reported...

• Nothing to report.

Finance Director Brown reported...

- The deadline to submit towing RFP's is tomorrow. He asked if anyone from the Council would like to sit on the review panel. If not, he will have staff review.
- A lot of upgrades are being done at the FARA building. He and Recreation Coordinator Shanna Duggan have been over there almost every day for quite a while. He has had to call the police twice, because there have been RVs or cars that have tried to camp there. Public Works has also called them in when they've seen it. Is there an option to put up a fence to delineate the property? There was dog droppings in the same location of an outdoor kids program. Council President Morten would like to have time to think about it. Councilor Carlson likes the space open. How hard would it be to have a dog receptacle station? Councilor Locke pointed out that there's a dog park a quarter mile away. He suggested signage identifying it as private property. There needs to be a transition period. Councilor Conn agreed with a barrier between the traffic and children's activities. Consensus of Council for Brown to work with Public Works to install signage. Jeffries added that the Library is also having problems with overnight parking and dog feces. Mayor Scholl pointed out that it may be an issue for Code Enforcement to handle.

City Recorder Payne reported...

- Does the Council want to have a Trunk-or-Treat booth this year? It was the consensus of the Council to not have a booth this year.
- Significant cleanup had to be done after the last parade. There is nothing specified in the parade permit application about cleanup. Staff has been discussing the requirement of a

deposit. The deposit would be held until after the event. If the cleanup was done, they would get their check back. If not, the City would use the funds to offset the cost of Public Works cleaning up. Mayor Scholl wants to make sure that the deposit is affordable to not discourage parade organizers. Councilor Carlson suggested Hudson Garbage be the last entrant in the parade and push garbage cans for the spectators to throw their garbage away. Discussion of the parade organizer to clean at the end or pay for the street sweeper to come back and clean up after. Payne will come back with a proposal based on the discussion.

Event Manager Tina Curry reported on Spirit of Halloweentown...

- The structure of the crowd has changed by holding four pumpkin lightings instead of one.
- The first weekend of the month had a fantastic turnout. The vendors reported significant revenue compared to the previous year. It's attributed to great weather, promotion, and advertising.
- Having celebrities every weekend is making a positive change.
- She estimates 15,000 visitors have attended so far this month.
- Thanked police and CERT team for their work last weekend.
- Received nine calls from the Health Department about not having the bathrooms open or running water. She followed up with pictures confirming the bathrooms were open and had running water.
- Bank of the West is a new sponsor.
- Vendors are all really happy.
- The upcoming Grimm weekend is going to be really fun and entertaining.
- Ten couples will be getting married by Kalabar, followed by the hellish wedding reception.
- It takes community involvement to keep visitors as happy as possibly.
- Instituting new signage to help visitors.
- Met with the parade organizers afterward. They did a great job. They discussed new ideas to help the parade grow. People are already in contact with them to find out how they can get involved next year. The number of people who came to the parade was staggering. They're planning to have Hit Machine play on the final float to keep people from following the front of the parade.

5) Council Reports

Councilor Locke reported...

• The tenants at Boise had a malfunction during an electrical shutdown at the Mill. It caused them to lose their cameras and backups. They are working on a solution.

Councilor Carlson reported...

- Wants Chief Greenway to put the Reindeer Run on his radar. The proceeds benefit the Reserve Academy.
- She wants to see follow-through on the signage to the industrial park. She appreciates the cleanup that was done around it.
- Received a few new applications for Youth Council.
- Youth Council will be using some of their funds to purchase sweatshirts to wear during outdoor events.
- Councilor Locke is working on the Christmas Ships dinner.

• The first Teen Night is this Friday at the FARA building. Youth Council will be there helping. Consensus of the Council to name that building the "St. Helens Recreation Center."

Councilor Conn reported...

- Attended the Northwest CIT conference in Kennewick, WA last week. She talked about the classes she participated in and incorporating them into our current programs.
- Will have appointments to the Library Board at tonight's meeting.

Council President Morten reported...

- It's been interesting walking around the entire city campaigning. It's a great opportunity to communicate and get ideas from the public. Most of what he has heard has been good.
- The Veterans Plaza Expansion Project at McCormick Park will not be 100% complete by Veterans Day. The celebration will be held on 11/11 at 11 a.m. Veterans day falls on a Sunday this year. It's sacred on the 11th and will not change to another day. He's looking forward to it. It's been a collaborative effort between the veterans, Andrew Niemi from Lower Columbia Engineering, and the City. Thank you to everyone involved.

Mayor Scholl reported...

- There is a burn ban in effect. He is requesting the City's burn period be adjusted to the first week of November through Thanksgiving. Council gave the Mayor authority to adjust the dates based on the burn ban schedule.
- 6) Other Business
- 7) **Adjourn** 4 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

City of St. Helens City Council

Special Session Minutes

October 17, 2018

Members Present:	Mayor Rick Scholl Council President Doug Mor Councilor Ginny Carlson Councilor Susan Conn Councilor Keith Locke	ten	
Members Absent:	None		
Staff Present:	John Walsh, City Administra Kathy Payne, City Recorder Matt Brown, Finance Directo Jacob Graichen, City Planne Jennifer Dimsho, Associate Margaret Jeffries, Library Din Brian Greenway, Police Chie	er er Planner rector	
Others:	Agnes M. Petersen Mary Anne Anderson K. Amserly Howard Blumenthal Jennifer Purcell Bonny Wagoner David Westerman Patrick Birkle Ardis Sussel Courtney Vaughn Vonda Kaufman Tia Sharp Phillip Stanton	Susie Wilson Joe Turner Alta Lynch Sally O'Dell Frank Brandon Clair Catt Chuck Daughtry Mike Milward Patrick Trapp Janiae Narns Diana Robinson Dwight Unti	Kaily Allen Madison Mercier Terri White Steve Wethern Carmin Dunn Rachael Barry Mike Funderburg Steve P. Mike Howard Jenn Farrington Jason R. Al Petersen

1) Call Special Meeting to Order - 6:00 p.m.

2) **Discussion Topics**

2.A Waterfront Redevelopment Project Update

City Administrator Walsh welcomed everyone and turned it over to Associate Planner Dimsho. Dimsho reviewed the history of the project. A copy is included in the archive meeting packet.

At 6:15 p.m., Dwight Unti of Tokola Properties and Eric Cugnart of Studio C were introduced and began their presentation outlining the vision for the future of the waterfront property. A copy is included in the archive meeting packet.

Walsh reviewed the Riverfront Connector Plan. He also talked about the \$15 million BUILD Federal Grant the City applied for. They should know by December if the City received the

grant. Wyden, Merkley, and Bonamici's office have all selected St. Helens as one of the top three for receiving the grant. The application is available on the City's website.

- <u>Frank Brandon</u>. He asked if the proposal will work within the height restrictions set in code.
- <u>Martin</u>. Some people want progress and some do not. The City has one of the best team's he has seen working on a project like this. They can control progress. If we're more worried about a view on the bluff than this type of development that will bring in millions of dollars... He lives in Tide Creek and pumps gas at the Deer Island store, drives for CC Rider, and does illustrations. You can't let this opportunity go.
- <u>Philip Stanton</u>. He has been invested in old town for a few years. He embraces them and has no complaints. He talked about the hotel façade matching the existing feel of the town.

Eric responded that they will analyze the existing architecture. However, their building will not look old. They will do their best to match the modern look with the historic. Dwight added that the building will honor the existing history but will also point to the future.

• <u>Joe Turner</u>. He served on a Board that restored and cleaned up downtown Portland. There was no cost to the City or property owners. He asked if they plan to do the same thing for existing buildings?

Mayor Scholl said that would be up to the building owners. City Planner Graichen added that there are grant projects in the Urban Renewal Plan to help with future project funding.

• <u>AI Petersen</u>. Asked how dependent the developer is on the \$15 million grant.

Dwight responded that there has to be infrastructure in order for them to build. The waterfront boardwalk component is especially important.

• <u>Agnes Petersen</u>. Asked if there Is a plan to ask for a tax deferral or forgiveness.

Dwight said there is not a plan for a tax abatement program at this time. The State of Oregon has a vertical housing tax credit that he has encouraged staff to investigate. It allows mixed use with ground floor retail and housing above. The developer would be allowed to apply for a partial tax credit. They are not pursuing it at this point.

• <u>Howard Blumenthal</u>. They never stated how much of the property will be taken with a hotel. He wants to make sure there is adequate parking for the use.

Dwight responded that they do not intend to use the entire property. Mayor Scholl added that the planning proposal will be required to meet Code; which includes parking requirements.

• Jenn Farrington. She is really excited about this project. Her main concern is the sense of an "us" and "them" mentality. "Us" is the community and "them" is anyone not from St. Helens. She loves the appreciation for social infrastructure and asked that it continue to

be pushed. They desperately need that space to bring all socioeconomic backgrounds together into one place.

Council President Morten placed copies of the BUILD Grant application on the back table and encouraged everyone to take one.

3) **Adjourn** – 7:14 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

October 17, 2018

Members Present:	Mayor Rick Scholl Council President Doug Mor Councilor Ginny Carlson Councilor Susan Conn Councilor Keith Locke	ten	
Members Absent:	None		
Staff Present:	John Walsh, City Administrat Kathy Payne, City Recorder Matt Brown, Finance Directo Margaret Jeffries, Library Dir Brian Greenway, Police Chie Ed Trompke, City Attorney	r ector	
Others:	Agnes M. Petersen Mary Anne Anderson K. Amserly Howard Blumenthal Jennifer Purcell Bonny Wagoner David Westerman Patrick Birkle Ardis Sussel Courtney Vaughn Vonda Kaufman Tia Sharp Phillip Stanton Morris Malakoff Stephanie Patterson	Susie Wilson Joe Turner Alta Lynch Sally O'Dell Frank Brandon Clair Catt Chuck Daughtry Mike Milward Patrick Trapp Janiae Narns Diana Robinson Dwight Unti Steve Topaz Shauna Harrison Don Patterson	Kaily Allen Madison Mercier Terri White Steve Wethern Carmin Dunn Rachael Barry Mike Funderburg Steve P. Mike Howard Jenn Farrington Jason R. Al Petersen Patrick Trapp Brady Preheim

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

2) Pledge of Allegiance

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

- <u>Steve Topaz</u>. Addressed two concerns of his from the work session.
 - There was discussion about a management system for vehicles. He did not hear discussion about other proprietors being contacted. The City could get in trouble for not opening the bidding process to others.
 - Referring to the Riverfront Connector Plan, there was discussion about going up the hill by the sewer plant and further down the street. He rides his bike and that hill is not to be taken lightly. It's illegal to ride bikes on the sidewalk and that was

proposed. That should be very carefully looked at. The right-of-way on Plymouth Street will need to be readjusted.

Mayor Scholl pointed out that Enterprise Fleet Management won a national bid, so an RFP process is not necessary. Finance Director Brown confirmed that is correct and the City is part of that program.

Steve did hear that mentioned today. However, he remembers hearing that everything was okay with renting space to the marijuana grow and has since heard it is not. So, he will question. Mayor Scholl responded that is yet to be determined.

- Shauna Harrison. She would like to know when the exclusive agreement with Tokola expires. There is a question about how much of the property they are going to encumber and that needs to be made public. It was a great presentation. She is concerned about the current state of the economy. Interest rates are rising and home values are leveling out. The developers mentioned that housing prices are not up to par for their development. It would be interesting to see what their scope is based on when the development is up and running. The public has the right to know what is happening with the property.
- Patrick Trapp, representing the Port of Columbia County. He has been designated as the liaison to the City of St. Helens. They can contact him if there are any concerns. The Waterfront Redevelopment Project update was a great presentation. There is a lot of opportunity for the Port and City to work together. The Commission approved a lease today for a South Korean magnetic bumper company. Approximately 50 people will be employed at their Milton Avenue property.
- <u>Brady Preheim</u>. The Waterfront Redevelopment Project update was a great presentation. It's an exciting project.
- Patrick Birkle. Requests that the Council strongly consider eliminating their afternoon work sessions and move to evening sessions. He would like to see them more accessible and visible. He talked about some of the confusion between the City's relationship with private contractors. For instance, the relationship with Spirit of Halloweentown and the discovercolumbiacounty.com website. It wasn't clear how decisions were made between E2C and the City regarding payment of money. What are the real costs to the City and what return do they get?

Mayor Scholl clarified that one of the decisions made was done during a Council meeting and not through email. He went on to talk about how they arranged for Kimberly J. Brown to be here.

4) **Resolutions**

4.a Resolution No. 1830: A Resolution Determining that a Nuisance Exists Upon Property Located at 115 Little Street within the City of St. Helens and Directing that a Notice to Abate the Nuisance be Posted on Said Premises

Motion: Upon Locke's motion and Conn's second, the Council unanimously adopted Resolution No. 1830. [AYES: Scholl, Carlson, Conn, Locke, Morten; Nays: None]

5) Approve and/or Authorize for Signature 5.a Request for Proposals for Wayfinding Signage

- 5.b Letter of Agreement with Columbia Pacific Coordinated Care Organization for \$20,000 Award
- 5.c Intergovernmental Agreement with Scappoose Rural Fire Protection District for Fire, Life, and Safety Plan Review Services and Inspections
- 5.d [Ratify] Memorandum of Understanding with AFSCME for Communications Officer Wage Scale

Motion: Upon Conn's motion and Morten's second, the Council unanimously approved '5a' through '5d' above.

6) **Appointments to Boards/Commissions**

6.a Appointments to City Boards & Commissions

Motion: Upon Conn's motion and Locke's second, the Council unanimously appointed Lisa Beardslee, Patrick Birkle, and Becky Bean to the Library Board.

7) **Consent Agenda for Acceptance**

7.a Parks Commission Minutes dated August 13, 2018

7.b Planning Commission Minutes dated September 11, 2018

Motion: Upon Locke's motion and Carlson's second, the Council unanimously accepted '7a' and '7b' above.

8) Consent Agenda for Approval

- 8.a Council Work Session, Executive Session, Public Hearing, and Regular Session Minutes dated September 19 and October 3, 2018
- 8.b Accounts Payable Bill Lists

Motion: Upon Morten's motion and Carlson's second, the Council unanimously approved '8a' and '8b' above.

9) Mayor Scholl Report

- Spirit of Halloweentown is going. People are in the Plaza all day, every day. License plates are from all over. Approximately 15,000 people have attended so far.
- Discussed adjusting the burn period based on the current burn ban.

10) Council Member Reports

Council President Morten reported...

- The Veterans Day ceremony will be held in the new Veterans Plaza on November 11 at 11 a.m. The Plaza is a collaborate project between the City, veterans, and Lower Columbia Engineering.
- He recently visited Sand Island with a trash bag and came back with no trash. It is so encouraging to see. People are taking pride in the park.
- Asked what the status is of the contract with St. Helens Marina for overseeing Sand Island camping, shuttle, and policing. Walsh responded that they do have a draft contract that they've been working with the Marina on amending. Morten is excited to have this opportunity available to the community. Brad Hendrickson is eager to get started on a design for the trails and campground so they're ready for the spring camping season.

Councilor Conn reported...

• Nothing to report.

Councilor Carlson reported...

• This Friday is the first Teen Night at the new recreation center. She's excited about the opportunity.

Councilor Locke reported...

 Thanked Associate Planner Dimsho and Tokola for their fine presentation on the Waterfront Redevelopment Project. He thanked those in attendance for coming. He also suggested the presentation be distributed around the community for people to view. Councilor Carlson suggested that Communications Officer Farnsworth share the information as well.

11) **Department Reports**

Chief Greenway reported...

• Nothing to report.

Library Director Jeffries reported...

• Nothing to report.

Finance Director Brown reported...

• Nothing to report.

City Recorder Payne reported...

• Nothing to report.

City Administrator Walsh reported...

- Tonight's presentation was great.
- Spirit of Halloweentown feels different this year. It's changed from a flash mob of everyone here at once to being spread out through multiple weekends with multiple activities. Discussion of upcoming events and the dynamic of visitors. St. Helens is a destination for Halloween.
- The St. Helens Waterfront Redevelopment project was chosen to give a presentation at the International Conference on Remediation and Management of Contaminated Sediments. The will have 20 minutes on stage to present in New Orleans in February. It's a testament of the work they are doing.

12) Other Business

No other business.

13) **Adjourn** – 7:57 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

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 Ed Trompke, City Attorney

Others: Morris Malakoff, Chronicle

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Mayor Scholl opened the Executive Session at 8:00 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) Consult with Counsel/Potential Litigation to discuss litigation concerns.

The Executive Session was adjourned at 8:21 p.m.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor

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October 17, 2018

Accounts Payable

To Be Paid Proof List

 User:
 jenniferj

 Printed:
 10/18/2018 - 10:10AM

 Batch:
 00005.10.2018 - AP 10.19.18 FY 18-19



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	10/5/2018	41.59	0.00					Faise	0
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	10/3/2018	07.77	0.00					raise	0
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AP-To Be Paid Proof List (10/18/2018 - 10:10 AM)

Page 1

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Accounts Payable

To Be Paid Proof List

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 jenniferj

 Printed:
 10/18/2018 - 1:30PM

 Batch:
 00009.10.2018 - AP 10.18.18 FY 18-19



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	10182018 Total:	-	96.00							
	COLUMBIA COU		96.00							
E2C CORPORATION E2C 4276 201-000-052019 Profes		0/15/2018	38,692.65	0.00	10/18/2018 SUPPIES TRAVEL	ENTERTAINMENT AV CAMERA SU.			False	0
	4276 Total:	-	38,692.65							
	E2C CORPORATION	– ON Tota	38,692.65							
	Report Total:	=	38,788.65							

71

Accounts Payable

To Be Paid Proof List

 User:
 jenniferj

 Printed:
 10/19/2018 - 9:49AM

 Batch:
 00012.10.2018 - AP 10.19.18 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Туре	PO #	Close PO	Line #
Account Number				Description		Reference			
PETTY CASH- JAMIE EDW 018757 10182018 201-000-052058 Events - He	10/18/2018	400.00	0.00	10/19/2018 CASH FOR HALL	OWEEN WEEKEND CHANGE - T	INA		False	0
10	– 0182018 Total:	400.00							
PI	ETTY CASH- JAMIE ED	400.00							
Re	eport Total:	400.00							

72

Accounts Payable

To Be Paid Proof List

 User:
 jenniferj

 Printed:
 10/25/2018 - 11:42AM

 Batch:
 00011.10.2018 - AP 10.25.18 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
A+ ENGRAVING LLC 45875 993 201-000-052058 Even	9/19/2018	77.37	0.00	10/25/2018 LARGE TROPHY GRAND PRIZE / SMALL TROPHY	НС		False	0
	993 Total:	77.37						
	A+ ENGRAVING LLC To	77.37						
ALEXIN ANALYTICA 001650 34729 601-731-052064 Lab	9/30/2018	1,070.00	0.00	10/25/2018 TESTING			False	0
	34729 Total:	1,070.00						
	ALEXIN ANALYTICAL L	1,070.00						
BEMIS PRINTING 002701 8360 100-711-052004 Offic	10/5/2018 ce Supplies	145.00	0.00	10/25/2018 LEMON APPLETON CVR INSPECTION RECORD			False	0
	8360 Total:	145.00						
	BEMIS PRINTING Total:	145.00						
								7

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
BOISE WIITE PAPER LLC 003720 10152018 202-722-055001 Principal	10/15/2018	12,500.00	0.00	10/25/2018 NOV. 2018 NOTE PAYMENT			False	0
10152018 Te	otal:	12,500.00						
BOISE WIIT	TE PAPER LL	12,500.00						
BROWN, MATTHEW BROWN.M 10192018 100-707-052019 Professional Services	10/19/2018	80.90	0.00	10/25/2018 MILEAGE AND MEALS REIMB OGFOA CONF M. BR	2		False	0
10192018 Te	otal:	80.90						
BROWN, M	ATTHEW Tot	80.90						
BUREAU OF LABOR AND INDUSTR	RIES, BOLI							
004933 10232018 605-000-053015 10th Street Pump Sta	10/23/2018 tion	576.86	0.00	10/25/2018 PUBLIC WORKS FEE S 10TH STREET STORM DRAIN	ſ		False	0
10232018 To	otal:	576.86						
BUREAU O	F LABOR AN	576.86						
CALPORTLAND COMPANY 005860 93921265 704-000-053012 Capital Outlay Parks	10/5/2018	1,791.30	0.00	10/25/2018 CONCRETE VETS MEMORIAL			False	0
93921265 To	otal:	1,791.30						
CALPORTL	AND COMPA	1,791.30						
								7

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
CENTERLOGIC, INC. 011595								
48686	10/17/2018	780.00	0.00	10/25/2018			False	0
702-000-052019 Professional S				IT SUPPORT				
48686	10/17/2018	38.97	0.00	10/25/2018			False	0
702-000-052001 Operating Sup	pplies			NETWORK SOLUTIONS DOMAIN PURCHASE				
4868	36 Total:	818.97						
CEN	TERLOGIC, INC. To	818.97						
CENTURY LINK								
034002 10172018	10/17/2018	40.71	0.00	10/25/2018			False	0
702-000-052010 Telephone	10/17/2010	40.71	0.00	369B PW			T disc	0
10172018	10/17/2018	20.35	0.00	10/25/2018			False	0
603-736-052010 Telephone				3025B WWTP				
10172018	10/17/2018	20.36	0.00				False	0
603-737-052010 Telephone				3025B WWTP				
1017	2018 Total:	81.42						
CEN	TURY LINK Total:	81.42						
CENTURY LINK- ACCESS BI 034004	LLING							
3263X204S18284 702-000-052010 Telephone	10/11/2018	82.22	0.00	10/25/2018 04S3			False	0
	X204S18284 Total:	82.22						
5205	120101020110							
CEN	TURY LINK- ACCES	82.22						
CENTURYLINK, BUSINESS S	SERVICES							
45215								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
1452541027 702-000-052010 Telepho	10/22/2018	454.53	0.00	10/25/2018 LONG DISTANCE PROVIDER ALL DEPARTMENTS			False	0
	1452541027 Total:	454.53						
	CENTURYLINK, BUSINE	454.53						
CIS TRUST 011090								
STH-I2018-01 100-715-052016 Insurand	10/11/2018 ce - General	2,770.09	0.00	10/25/2018 AUTO INSURANCE MEMBER 10201			False	0
	STH-12018-01 Total:	2,770.09						
	CIS TRUST Total:	2,770.09						
COLUMBIA CO. DEPT. ()07581	OF COMM. JUSTICE							
201809CSH	10/5/2018	1,500.00	0.00	10/25/2018			False	0
100-708-052019 Professi 201809CSH 703-734-052019 Professi	10/5/2018	1,125.00	0.00	WORK CREW 9/6-9/27 10/25/2018 WORK CREW 9/6-9/27			False	0
	201809CSH Total:	2,625.00						
	COLUMBIA CO. DEPT. O	2,625.00						
COLUMBIA COUNTY T. 107625	AX COLLECTOR							
13215 202-722-052053 Property	10/23/2018 y Taxes	8,350.18	0.00	10/25/2018 2018-19 TAX			False	0
	13215 Total:	8,350.18						
7711 100-715-052085 City Pro	10/23/2018	99.98	0.00	10/25/2018 2018-19 TAX			False	0
, ie ee2000 eny in	-r,							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Туре	PO #	Close PO	Line #
Account Number				Description		Reference			
1'	7711 Total:	99.98							
434032	10/23/2018	18.19	0.00	10/25/2018				False	0
100-715-052085 City Prope	erty Taxes			2018-19 TAX					
43	34032 Total:	18.19							
434094	10/23/2018	18.19	0.00	10/25/2018				False	0
100-715-052085 City Prope	erty Taxes			2018-19 TAX					
4.	34094 Total:	18.19							
435614 202-722-052053 Property T	10/23/2018	38,425.51	0.00	10/25/2018 2018-19 TAX				False	0
				2010 17 1111					
	35614 Total:	38,425.51							
437158 202-722-052053 Property T	10/23/2018 Taxes	71,971.81	0.00	10/25/2018 2018-19 TAX				False	0
41	37158 Total:	71,971.81							
437159	10/23/2018	2,263.82	0.00	10/25/2018				False	0
100-715-052085 City Prope	erty Taxes			2018-19 TAX					
4.	37159 Total:	2,263.82							
С	COLUMBIA COUNTY TA	121,147.68							
COLUMBIA RIVER P.U.D.									
008325 10152018	10/15/2018	384.90	0.00	10/25/2018				False	0
100-705-052003 Utilities				7493					
10152018 100-706-052003 Utilities	10/15/2018	804.80	0.00	10/25/2018 7493				False	0
10152018	10/15/2018	1,632.21	0.00	10/25/2018				False	0
100-708-052003 Utilities	10/10/0010			7493					-
10152018 100-708-052047 Marine Bo	10/15/2018	41.70	0.00	10/25/2018 7493				False	0
100 700 0520 1 7 Warme Du	/u.u.			, 170					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Туре	PO #	Close PO	Line #
Account Number				Description		Reference			
10152018	10/15/2018	266.96	0.00	10/25/2018				False	0
100-708-052046 Dock Service				7493					
10152018	10/15/2018	3,711.01	0.00	10/25/2018				False	0
205-000-052003 Utilities 10152018	10/15/2018	899.27	0.00	7493 10/25/2018				False	0
100-715-052003 Utilities	10,10,2010	077127	0.00	7493				1 0100	Ŭ
10152018	10/15/2018	300.60	0.00	10/25/2018				False	0
703-734-052003 Utilities				7493					
0152018	10/15/2018	2,940.69	0.00	10/25/2018				False	0
601-731-052003 Utilities				7493					
0152018	10/15/2018	5,289.61	0.00					False	0
601-732-052003 Utilities	10/15/0010	000.65	0.00	7493					0
10152018	10/15/2018	998.65	0.00	10/25/2018				False	0
603-737-052003 Utilities 0152018	10/15/2018	2,995.94	0.00	7493 10/25/2018				False	0
603-736-052003 Utilities	10/13/2018	2,995.94	0.00	7493				Faise	0
.0152018	10/15/2018	33.77	0.00					False	0
605-000-052003 Utilities	10,10,2010	00111	0.00	7493				1 4150	Ũ
0152018	10/15/2018	603.80	0.00	10/25/2018				False	0
603-738-052003 Utilities				7493					
1015	52018 Total:	20,903.91							
COL	UMBIA RIVER P.U.D	20,903.91							
COMCAST									
COMCAST									
10072018	10/7/2018	113.81	0.00	10/25/2018				False	0
702-000-052003 Utilities				9144 PW					
1007	72018 Total:	113.81							
0092018	10/9/2018	62.45	0.00	10/25/2018				False	0
603-736-052003 Utilities	10//2010	02.10	0.00	0082					0
0092018	10/9/2018	62.45	0.00	10/25/2018				False	0
603-737-052003 Utilities				0082					
1000	02018 Total:	124.90							
1005	2010 IUtal.	124.70							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number	10/22/2018	155.36	0.00		Reference		False	0
702-000-052003 Utilitie	S			3238 WFF				
	10122018 Total:	155.36						
10142018 702-000-052003 Utilitie	10/14/2018 S	95.41	0.00	10/25/2018 9228			False	0
	10142018 Total:	95.41						
	COMCAST Total:	489.48						
DEQ BUSINESS OFFIC 15222 10222018 703-734-052018 Profess	10/22/2018	270.00	0.00	10/25/2018 GRADE II COLLECTION SCOTT WILLIAMS			False	0
	10222018 Total:	270.00						
	DEQ BUSINESS OFFICE	270.00						
DIMSHO, JENNIFER DIMSHO 10202018 100-710-052019 Profess	10/20/2018 sional Services	305.77	0.00	10/25/2018 MILEAGE / MEASL / LODGING REIMB. J DIMSHO) OA		False	0
	10202018 Total:	305.77						
	DIMSHO, JENNIFER Tota	305.77						
E2C CORPORATION E2C								
4277 201-000-052058 Events	10/17/2018 - Holloween	5,726.44	0.00	10/25/2018 EQUIPMENT ST HELENS TRAVEL ENTERAINME	NT S		False	0
	4277 Total:	5,726.44						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
4278 201-000-052058 Events - Holloween	10/17/2018	4,320.00	0.00	10/25/2018 ENTERTAINMENT PRIZE \$ TRAVEL BUSINESS FEE	S		False	0
4278 Total:		4,320.00						
4279 201-000-052058 Events - Holloween	10/17/2018	2,137.08	0.00	10/25/2018 EQUIPMENT SUPPLIES			False	0
4279 Total:		2,137.08						
4280 201-000-052058 Events - Holloween	10/22/2018	20,647.55	0.00	10/25/2018 ENTERTAINMENT TRAVEL STAFF			False	0
4280 Total:		20,647.55						
4281 201-000-052058 Events - Holloween	10/22/2018	980.96	0.00	10/25/2018 PRINTING			False	0
4281 Total:		980.96						
E2C CORP	ORATION Tota	33,812.03						
EATON'S TIRE AND SERVICE CENT	TER							
011000 71405 701-000-052001 Operating Supplies	10/8/2018	904.89	0.00	10/25/2018 2000 FORD RANGER REPAIR			False	0
71405 Total	:	904.89						
71451 701-000-052001 Operating Supplies	10/11/2018	319.80	0.00	10/25/2018 TIRES			False	0
71451 Total	:	319.80						
EATON'S T	IRE AND SER	1,224.69						
ELGL: ENGAGING LOCAL GOVER	NMENT LEADERS N	ETWORK						
85411 10162018	10/16/2018	30.00	0.00	10/25/2018			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
100-707-052018 Professi	ional Development			ONE YEAR REG APP FEE MATT BROWN				
	10162018 Total:	30.00						
	ELGL: ENGAGING LOCA	30.00						
ERSKINE LAW PRACTI	CE LLC							
011522 10162018 100-704-052019 Professi	10/16/2018 ional Services	7,162.50	0.00	10/25/2018 10/1-10/16 CITY ATTORNEY			False	0
	10162018 Total:	7,162.50						
	ERSKINE LAW PRACTIC	7,162.50						
GRAICHEN, JACOB A. 014039								
10192018 100-710-052019 Professi	10/19/2018 ional Services	220.41	0.00	10/25/2018 MILEAGE / MEALS REIMB J. GRAICHEN PLAN	INING		False	0
	10192018 Total:	220.41						
	GRAICHEN, JACOB A. T	220.41						
GUTIERREZ, JESUS								
JES 0002879 100-000-036002 Fines - 0	10/15/2018 Court	161.00	0.00	10/25/2018 JESUS GUTIERREZ OVERAGE REFUND			False	0
	0002879 Total:	161.00						
	GUTIERREZ, JESUS Tota	161.00						
H.D. FOWLER CO. 012650								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
14969231 601-731-052001 Operating Supplies	9/27/2018	551.36	0.00	10/25/2018 BLUE MARKING PAINT / WHITE / GREEN			False	0
I4969231 Tota	al:	551.36						
14976457 601-731-052001 Operating Supplies	10/4/2018	599.76	0.00	10/25/2018 HYDRANT HOSE GATE VALVE FNST			False	0
I4976457 Tota	al:	599.76						
14977452 601-731-052001 Operating Supplies	10/4/2018	1,302.58	0.00	10/25/2018 FORD VALVE INLET CHECK VALVE			False	0
I4977452 Tota	al:	1,302.58						
H.D. FOWLE	R CO. Total:	2,453.70						
INGRAM LIBRARY SERVICES, INC. 016240								
36883180 100-706-052033 Printed Materials	10/10/2018	18.70	0.00	10/25/2018 BOOKS			False	0
36883180 Tot	al:	18.70						
36883182 100-706-052033 Printed Materials	10/10/2018	10.34	0.00	10/25/2018 BOOKS			False	0
36883182 Tot	al:	10.34						
36883183 100-706-052033 Printed Materials	10/10/2018	18.46	0.00	10/25/2018 BOOKS			False	0
36883183 Tot	al:	18.46						
36883184 100-706-052033 Printed Materials	10/10/2018	240.08	0.00	10/25/2018 BOOKS			False	0
36883184 Tot	al:	240.08						
3688381 100-706-052033 Printed Materials	10/10/2018	39.47	0.00	10/25/2018 BOOKS			False	0

Invoice Number		Invoice Date	Amount	Quantity	Payment Date	Task Label	Туре	PO #	Close PO	Line #
Account Number					Description		Reference			
	3688381 Total:	-	39.47							
36922448 100-706-052033 Printe		10/14/2018	83.38	0.00	10/25/2018 BOOKS				False	0
	36922448 Tota	- 1:	83.38							
36922451 100-000-021300 Libra	ry Replacement Fi	10/14/2018 nes	10.61	0.00	10/25/2018 BOOKS				False	0
	36922451 Tota	- l:	10.61							
36922452 100-706-052033 Printe	ed Materials	10/14/2018	68.66	0.00	10/25/2018 BOOKS				False	0
	36922452 Tota	- l:	68.66							
36983889 100-706-052033 Printe	ed Materials	10/17/2018	29.98	0.00	10/25/2018 BOOKS				False	0
	36983889 Tota	- l:	29.98							
36983890 100-000-021300 Libra	ry Replacement Fi	10/17/2018 nes	75.86	0.00	10/25/2018 BOOKS				False	0
	36983890 Tota	- l:	75.86							
36983891 100-706-052033 Printe	ed Materials	10/17/2018	443.11	0.00	10/25/2018 BOOKS				False	0
	36983891 Tota	- 1:	443.11							
	INGRAM LIBI	-RARY SERV	1,038.65							
JOHNSON, JENNIFER	. A.									
017039 10172018 100-707-052018 Profe	ssional Developme	10/14/2018 ent	113.84	0.00	10/25/2018 MILEAGE / MEAL	S REIMB. OGFOA FALL CONF	. SAL		False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
	- 10172018 Total:	113.84						
	JOHNSON, JENNIFER A.	113.84						
KOLDERUP, GRETCH 007249	IEN							
097249 09212018 100-706-052018 Profes	9/21/2018 ssional Development	59.30	0.00	10/25/2018 G. KOLDERUP OYAN EXEC BOARD MEETING M	IILE		False	0
	-09212018 Total:	59.30						
09292018 100-706-052018 Profes	9/29/2018 ssional Development	59.30	0.00	10/25/2018 G. KOLDERUP CSD PERFORMERS SHOWCASE M	IILE		False	0
	- 09292018 Total:	59.30						
10192018 100-706-052018 Profes	10/19/2018 ssional Development	27.47	0.00	10/25/2018 G. KOLDERUP OYAN EXECUTIVE BOARD MEETI	NG		False	0
		27.47						
	KOLDERUP, GRETCHEN	146.07						
LANG, ATTORNEY AT	T LAW, MARK J.							
018006 1815 100-704-052019 Profes	10/8/2018 ssional Services	184.00	0.00	10/25/2018 TRIEU LE			False	0
	- 1815 Total:	184.00						
1820 100-704-052019 Profes	10/12/2018 ssional Services	320.00	0.00	10/25/2018 NORMA STEVENS			False	0
	1820 Total:	320.00						
1821 100-704-052019 Profes	10/12/2018 ssional Services	72.00	0.00	10/25/2018 STAISHA RICHARDS			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
1821 Total:	10/10/2010	72.00	0.00	10/05/2010				0
1822 100-704-052019 Professional Services	10/12/2018	72.00	0.00	10/25/2018 STAISHA RICHARDS			False	0
1822 Total:		72.00						
1827	10/18/2018	132.00	0.00	10/25/2018			False	0
100-704-052019 Professional Services				SALIME COLBY SALOOM				
1827 Total:		132.00						
1828	10/18/2018	80.00	0.00	10/25/2018			False	0
100-704-052019 Professional Services				CORI JOHNSON				
1828 Total:		80.00						
LANG, ATT	ORNEY AT LA	860.00						
LAWSON PRODUCTS, INC.								
018040 9306193312	10/12/2018	217.95	0.00	10/25/2018			False	0
701-000-052001 Operating Supplies	10/12/2018	217.95	0.00	MATERIALS			raise	0
9306193312	Total:	217.95						
LAWSON P	RODUCTS, IN	217.95						
MASONIC BUILDING LLC, C/0 ELLI	OT MICHAEL							
012950 10152018	10/15/2018	1,000.00	0.00	10/25/2018			False	0
201-000-052059 Events - General	10/10/2010	1,000.00	0.00	NOV LEASE PAYMENT 2018			T ulbe	Ū
10152018 To	tal:	1,000.00						
MASONIC F	BUILDING LL	1,000.00						
		,						8

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
MAUL FOSTER ALONG	H, INC.							
019555 33345	9/12/2018	25,061.20	0.00	10/25/2018			False	0
202-721-052050 Commu		20,001.20	0.00	COMMUNITY WIDE ASSESSMENT			i uise	Ŭ
33345	9/12/2018	1,292.50	0.00	10/25/2018			False	0
202-723-052019 Professi	ional Services			WWTP LAGOON ON CALL SERVICES 0830.03.03				
	33345 Total:	26,353.70						
	MAUL FOSTER ALONGI	26,353.70						
METROPRESORT								
020292	10/0/0010	2 405 60	0.00	10/02/0010				0
N602069 100-707-052019 Professi	10/9/2018	3,405.60	0.00	10/25/2018 DELINGUENT NOTICES / DEC STATEMENTS UD			False	0
100-707-032019 PI0Iessi	ional Services			DELINQUENT NOTICES / REG STATEMENTS UB				
	IN602069 Total:	3,405.60						
	METROPRESORT Total:	3,405.60						
NORTHWEST DELI DIS	TRIBUTION INC							
021184 336172-1	10/12/2018	554.32	0.00	10/25/2018			False	0
100-708-052001 Operation		557.52	0.00	CLEANING / BATHROOM SUPPLIES PARKS			1 dise	0
	336172-1 Total:	554.32						
	NORTHWEST DELI DIST	554.32						
NORTHWEST NATURA	L GAS							
021400		100.10	0.00	10/25/2010				~
10102018 100-706-052003 Utilities	10/10/2018	133.48	0.00	10/25/2018 7673			False	0
100-708-032003 Officies 10102018	10/10/2018	25.39	0.00	10/25/2018			False	0
100-708-052003 Utilities				3047				
10102018	10/10/2018	26.50	0.00	10/25/2018			False	0

Account Number 100-708-052003 Utilities 10102018	10/10/2018			Description		Reference		
	10/10/2018					mentenet		
10102018	10/10/2018			8563				
100-715-052003 Utilities		28.52	0.00	10/25/2018 2848			False	0
10102018	10/10/2018	23.53	0.00	2848 10/25/2018			False	0
100-715-052003 Utilities				5285				
10102018	10/10/2018	7.96	0.00	10/25/2018			False	0
603-735-052003 Utilities	10/10/2019	7.00	0.00	7720			F -1	0
10102018 601-731-052003 Utilities	10/10/2018	7.96	0.00	10/25/2018 7720			False	0
10102018	10/10/2018	17.43	0.00	10/25/2018			False	0
603-736-052003 Utilities				5750				
10102018	10/10/2018	17.44	0.00	10/25/2018			False	0
603-737-052003 Utilities				5750				
10102018 To	- otal:	288.21						
NORTHWE	- ST NATURAL	288.21						
PETTY CASH- JAMIE EDWARDS 018757								
10242018	10/24/2018	300.00	0.00	10/25/2018			False	0
201-000-052058 Events - Holloween				CASH H. TOWN EVEN	VTS TINA			
10242018 Te	- otal:	300.00						
ΡΕΤΤΥ CA	- SH- JAMIE ED	300.00						
TETTI CA	JA JAMIL ED	500.00						
PORTLAND ENGINEERING INC								
025641								
8098	9/30/2018	565.00	0.00	10/25/2018			False	0
601-731-052019 Professional Services				INSTALLED CELL ANT	TENNA ELK RIDGE / HATCH R	Ŧ		
8098 Total:	-	565.00						
0070 Ioui.		202.00						
PORTLANI	– D ENGINEERI	565.00						
		2 00.00						
								8

Invoice Number		Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number					Description	Reference			
PORTLAND GENERAL	ELECTRIC								
025702 10252018		10/24/2018	17.77	0.00	10/25/2018			False	0
202-722-052003 Utilitie 10252018	S	10/24/2018	253.88	0.00	165093000 - 1300 KASTER RD 10/25/2018			False	0
100-709-052003 Utilitie	S				0153585940 - REC CENTER				
	10252018 Tota	- l:	271.65						
	PORTLAND C	- GENERAL E	271.65						
RADLER WHITE PARK 02600	S & ALEXAND	ER LLP							
18067		9/30/2018	210.00	0.00				False	0
100-701-052019 Profess	sional Services	-			SAND ISLAND MARINE PARK				
	18067 Total:		210.00						
	RADLER WH	- ITE PARKS	210.00						
ROGERS MACHINERY 027589	COMPANY, IN	С							
1145975	· c · ľ	10/15/2018	1,568.01	0.00				False	0
601-732-052001 Operati		-			MATERIALS				
	1145975 Total:		1,568.01						
	ROGERS MAG	CHINERY C	1,568.01						
SCAPPOOSE SAND & C	GRAVEL								
030050 T30286		10/1/2018	160.08	0.00	10/25/2018			False	0
201-000-052088 Events	- Fairyland	-			FILL SAND				
	T30286 Total:		160.08						

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
	SCAPPOOSE SAND & GR	160.08						
SCHOLL, RICK 030333 10182018 100-703-052018 Profe	10/18/2018 essional Development	156.42	0.00	10/25/2018 MILES REIMB EUGENE R. SCHOLL CONFERENCE			False	0
		156.42						
	SCHOLL, RICK Total:	156.42						
SESSIONS PLUMBIN SESSIONS 18-2342 704-000-053012 Capit	10/3/2018	7,111.49	0.00	10/25/2018 GREY CLIFFS RESTROOM PLUMBING			False	0
		7,111.49						
	- SESSIONS PLUMBING &	7,111.49						
SKINNER, CAROLINI SKINN.CA	E L.							
10102018 100-703-052041 Coun	10/10/2018 ncil Discrenary	25.00	0.00	10/25/2018 REIMB. FRIENDS OF NOB HILL MEMBERSHIP			False	0
	- 10102018 Total:	25.00						
	SKINNER, CAROLINE L	25.00						
SMITH, CHARLES SMITH.C 0002878 100-000-020300 Court	10/12/2018 t Unapplied Payments	275.00	0.00	10/25/2018 CASE DISMISSED REFUND C. SMITH			False	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
0002878 Te	- otal:	275.00						
SMITH, C	HARLES Total:	275.00						
ST. HELENS MARINA, L.L.C. 029000 006914	10/16/2018	18.56	0.00	10/25/2018			False	0
100-708-052047 Marine Board 006914 Tot	al:	18.56		GAS 4.7 GALS @3.95				
ST. HELEI	NS MARINA, L	18.56						
SUNSET AUTO PARTS, INC. 020815								
09302018	9/30/2018	8.99	0.00	10/25/2018			False	0
701-000-052001 Operating Supplies 09302018 601-731-052001 Operating Supplies	9/30/2018	5.92	0.00	AUTO PARTS ACCT 6355 10/25/2018 AUTO PARTS ACCT 6355			False	0
09302018	9/30/2018	9.05	0.00	10/25/2018			False	0
701-000-052001 Operating Supplies 09302018 100-705-052001 Operating Supplies	9/30/2018	-43.79	0.00	AUTO PARTS ACCT 6355 10/25/2018 AUTO PARTS ACCT 6355 CREDIT			False	0
09302018 100-705-052001 Operating Supplies	9/30/2018	241.24	0.00	10/25/2018 AUTO PARTS ACCT 6355			False	0
09302018	- Total:	221.41						
SUNSET A	UTO PARTS, I	221.41						
SWANK MOTION PICTURES INC MOVIELIC								
DB2585366	10/18/2018	140.00	0.00	10/25/2018			False	0
201-000-052058 Events - Holloween				FL DVD HALLOWEENTOWN				

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
	DB2585366 Total:	140.00						
	SWANK MOTION PICTU	140.00						
SYMBOLARTS)32863)317158-IN 100-705-052022 Fuel /	10/10/2018 ⁄ Oil	1,108.00	0.00	10/25/2018 PATCH ST HELENS PD SHLDR 300			False	0
	0317158-IN Total:	1,108.00						
	SYMBOLARTS Total:	1,108.00						
FCMS, TEMP CONTRO 033013 74684 703-734-052023 Facilit	OL MECHANICAL SERVICE CORI 10/1/2018 ity Maintenance	228.00	0.00	10/25/2018 C10245 PUBLIC WORKS			False	0
	74684 Total:	228.00						
74734 100-706-052023 Facilit	10/1/2018	1,951.20	0.00	10/25/2018 G 10115 10//18 TO 12/31/2018 LIBRARY PAYS 60%			False	0
4734 704-000-052028 Projec	10/1/2018	1,300.80	0.00	G 10115 10//18 TO 12/31/2018 EIBRART TATS 00/8 10/25/2018 G 10115 10//18 TO 12/31/2018 40% OF TOTAL COST	- L		False	0
	74734 Total:	3,252.00						
	TCMS, TEMP CONTROL	3,480.00						
TOKOLA PROPERTIES	S							
4271	10/18/2018	4,330.45	0.00	10/25/2018			False	0
202-721-052019 Profes	ssional Services			MIXED USE DEVELOPMENT FEASIBILITY STUDY				
	4271 Total:	4,330.45						

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
	TOKOLA PROPERTIES T	4,330.45						
U.S. BANK EQUIPME 033955 368788634 100-715-052021 Equip	10/15/2018	150.00	0.00	10/25/2018 Contract payment kyocera			False	0
	- 368788634 Total:	150.00						
	U.S. BANK EQUIPMENT	150.00						
WALSH, JOHN 035390 10312018 100-701-052018 Profes	10/31/2018 ssional Development 10312018 Total: 	839.85 839.85 839.85	0.00	10/25/2018 6/1-10/25 MILEAGE REIMB. JOHN WALSH			False	0
WHELESS CONSTRUC 036120 980713 100-715-052023 Facilit	10/22/2018	475.00	0.00	10/25/2018 BOX CURB CLEAN AND INSTALL PVC WRAP ON B	0.		False	0
980715	- 980713 Total: 10/22/2018	475.00 800.00	0.00	10/25/2018			False	0
704-000-053017 Capita	al Outlay - Rec Center			FARA ROMOVE OLD AIR DUCTS ON ROOF				
	980715 Total:	800.00						
	WHELESS CONSTRUCT	1,275.00						

WILCOX & FLEGEL

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
037003 0297022-IN 703-734-052022 Fuel /	8/28/2018 Oil	122.45	0.00	10/25/2018 PUBLIC WORKS FUEL			False	0
	0297022-IN Total:	122.45						
0311979-IN 703-734-052022 Fuel /	10/11/2018 Oil	4,105.40	0.00	10/25/2018 PUBLIC WORKS FUEL			False	0
	0311979-IN Total:	4,105.40						
0311980-IN 100-705-052022 Fuel /	10/11/2018 Oil	1,920.12	0.00	10/25/2018 POLICE FUEL			False	0
	0311980-IN Total:	1,920.12						
	WILCOX & FLEGEL Tota	6,147.97						
	Report Total:	273,587.06						

Accounts Payable

To Be Paid Proof List

 User:
 jenniferj

 Printed:
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 Batch:
 00014.10.2018 - AP 11.1.18 FY 18-19



Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
3 KINGS ENVIRONMENTAL	L EXCAVATING INC							
84552 10402 704-000-053012 Capital Outla	9/30/2018 ay Parks	37,050.00	0.00	11/01/2018 VETERANS MEMORIAL PARK EXPANSION CONC	RE'		False	0
104	02 Total:	37,050.00						
3 K	INGS ENVIRONMEN	37,050.00						
ACCELA, INC. #774375 000496 INV-ACC42416 100-707-052020 Bank Service	10/10/2018 e Fees	800.42	0.00	11/01/2018 CASH RECEIPTS IMPORT MAINT AND SUPPORT			False	0
INV	-ACC42416 Total:	800.42						
AC	CELA, INC. #774375 T	800.42						
AMERICAN PLANNING ASS 001374	SOC.							
165281-18107 100-710-052018 Professional	10/19/2018 Development	555.00	0.00	11/01/2018 APA MEMBERSHIP / OREGON CHAPTER AICP J. G	RA		False	0
165		555.00						
AM	IERICAN PLANNING	555.00						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
CALPORTLAND COMP. 005860 93915425 704-000-053012 Capital	10/1/2018	6,308.40	0.00	11/01/2018 CONCRETE VETRENS MEMORIAL			False	0
	93915425 Total:	6,308.40						
93931539 704-000-053012 Capital	10/15/2018 Outlay Parks	4,746.80	0.00	11/01/2018 CONCRETE VETRENS MEMORIAL			False	0
	93931539 Total:	4,746.80						
93937698 704-000-053012 Capital	10/19/2018 Outlay Parks	2,976.00	0.00	11/01/2018 CONCRETE VETRENS MEMORIAL			False	0
	93937698 Total:	2,976.00						
	CALPORTLAND COMPA	14,031.20						
CENTURY LINK 034002 10252018 702-000-052010 Telepho	10/25/2018	346.12	0.00	11/01/2018 966B CH			False	0
	10252018 Total:	346.12						
	CENTURY LINK Total:	346.12						
CENTURY LINK- ACCE 034004	ESS BILLING							
3263X201S18287 702-000-052010 Telepho	10/14/2018	82.22	0.00	11/01/2018 01S3			False	0
	3263X201S18287 Total:	82.22						
	CENTURY LINK- ACCES	82.22						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
CINTAS CORPORATION 037620 8403869850 703-734-052019 Profession	10/26/2018 nal Services	48.78	0.00	11/01/2018 PUBLIC WORKS FIRST AID CABINET SERVICE			False	0
8	3403869850 Total:	48.78						
8403869851 100-708-052019 Professior	10/26/2018 nal Services	243.40	0.00	11/01/2018 PARKS FIRST AID CABINET SERVICE			False	0
8	403869851 Total:	243.40						
(CINTAS CORPORATION	292.18						
CITY OF ST. HELENS 018744 10292018 704-000-053001 Capital O	10/29/2018 utlay	105.93	0.00	11/01/2018 STRUCTURAL PERMIT HAVA UNIT ON ROOF 14270	A		False	0
1	0292018 Total:	105.93						
C	CITY OF ST. HELENS To	105.93						
COLUMBIA COMM MEN 007430								
10292018 203-705-052081 CCT - Co	10/29/2018 ntract Personnel	17,976.98	0.00	11/01/2018 GRANT REIMBURSEMENT			False	0
1	0292018 Total:	17,976.98						
(COLUMBIA COMM MEN	17,976.98						
COLUMBIA COUNTY CLI 007500 0252018 603-735-052019 Professior	10/25/2018	96.00	0.00	11/01/2018 RECORD FEE PARTIAL RELEASE RIDGECREST 3 L0	01		False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
0252018 To	tal:	96.00						
COLUMBI	A COUNTY CL	96.00						
COLUMBIA PACIFIC EDD								
008280 07 202-721-052019 Professional Service	10/15/2018 5	250.00	0.00	11/01/2018 ANNUAL CITY MEMBERSHIP DUES COL PAC 10/1-	9/2		False	0
97 Total:		250.00						
COLUMBI	A PACIFIC ED	250.00						
COMCAST COMCAST 10212018 702-000-052003 Utilities	10/21/2018	1,052.22	0.00	11/01/2018 4669 CH / LIB/ POLICE			False	0
10212018 1	`otal:	1,052.22						
0252018 100-708-052046 Dock Services	10/25/2018	106.85	0.00	11/01/2018 3930 MARINE			False	0
10252018 1	otal:	106.85						
COMCAST	Total:	1,159.07						
E2C CORPORATION E2C 1282 201-000-052019 Professional Service	10/31/2018 s	10,000.00	0.00	11/01/2018 TINA CURRY CONSULTING MARKETING MONTHI	X		False	0
4282 Total:		10,000.00						
1283 201-000-052058 Events - Holloween	10/31/2018	8,957.39	0.00	11/01/2018 STAFFING ENTERAINMENT			False	0

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
4283 Total:		8,957.39						
E2C CORPOR	ATION Tota	18,957.39						
GRANICUS INC, DEPT CH								
014033 04082 702-000-052006 Computer Maintenance	10/3/2018	6,750.00	0.00	11/01/2018 ENCODING APPLIANCE SOFTWARE			False	0
104082 Total:		6,750.00						
GRANICUS IN	NC, DEPT C	6,750.00						
HAUER'S SECURITY 014680 7516 100-708-052018 Professional Developme	8/11/2018 ent	95.00	0.00	11/01/2018 DPST RENEWAL CLASS PETE LIM			False	0
77516 Total:		95.00						
HAUER'S SEC	CURITY Tot	95.00						
ORDAN RAMIS PC 030274 150966 202-722-052019 Professional Services	10/25/2018	897.00	0.00	11/01/2018 BOISE CASCADE PROPERTY			False	0
150966 Total:		897.00						
51096 603-735-052019 Professional Services	10/25/2018	69.00	0.00	11/01/2018 PAUL JOE BANKRUPTCY			False	0
151096 Total:		69.00						
51659 202-721-052019 Professional Services	10/25/2018	110.00	0.00	11/01/2018 GENERAL LEGAL SERVICES			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
151659	10/25/2018	1,224.00	0.00	11/01/2018			False	0
100-710-052019 Professional Services 151659	10/25/2018	1,568.00	0.00	GENERAL LEGAL SERVICES 11/01/2018			False	0
100-701-052019 Professional Services 151659	10/25/2018	1,750.00	0.00	GENERAL LEGAL SERVICES 11/01/2018			False	0
100-703-052019 Professional Services	10/23/2018	1,750.00	0.00	GENERAL LEGAL SERVICES			Taise	0
51659 100-704-052019 Professional Services	10/25/2018	58.50	0.00	11/01/2018 GENERAL LEGAL SERVICES			False	0
51659	10/25/2018	156.00	0.00	11/01/2018			False	0
100-702-052019 Professional Services				GENERAL LEGAL SERVICES				
151659 Total	:	4,866.50						
51660	10/25/2018	4,930.00	0.00				False	0
100-703-052019 Professional Services				VANNATTA PETERSEN LITIGATION				
151660 Total	:	4,930.00						
51661 100-705-052019 Professional Services	10/25/2018	1,340.00	0.00	11/01/2018 ANTHONY MILTICH			False	0
151661 Total		1,340.00						
JORDAN RA	MIS PC Tota	12,102.50						
NELSON, SUSAN								
20935 0182018	10/18/2018	296.04	0.00	11/01/2018			False	0
703-733-052018 Professional Developr	nent			SUE NELSON REIMB. FALL CONF. MILES LODO	ING 1			
0182018 703-734-052018 Professional Developr	10/18/2018 nent	293.03	0.00	11/01/2018 SUE NELSON REIMB. FALL CONF. MILES LODO	ING]		False	0
10182018 To	tal:	589.07						
NELSON, SU	JSAN Total:	589.07						
ORTHSTAR CHEMICAL, INC.								
21556								

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
33627 601-732-052083 Chemicals	10/25/2018	438.25	0.00	11/01/2018 SODIUM HYPOCHLORITE 12.5			False	0
133627 Total:	-	438.25						
NORTHSTAR	CHEMICAL	438.25						
ORTHWEST DELI DISTRIBUTION IN 21184	ĨĊ							
36172-2 100-708-052001 Operating Supplies	10/26/2018	51.62	0.00	11/01/2018 SPONGE SCRUBBER			False	0
336172-2 Total	- I:	51.62						
NORTHWEST	DELI DIST	51.62						
NORTHWEST NATURAL GAS 121400								
0102018 703-734-052003 Utilities	10/10/2018	31.84	0.00	11/01/2018 8675			False	0
100-709-052003 Utilities	10/10/2018	39.69	0.00	8073 11/01/2018 0109			False	0
10102018 Tota	- l:	71.53						
NORTHWEST	NATURAL	71.53						
PEAK ELECTRIC GROUP, LLC								
PEAK.ELE 80491 704-000-053001 Capital Outlay	10/25/2018	533.75	0.00	11/01/2018 REC CENTER ELECTRICAL WORK			False	0
180491 Total:	-	533.75						
PEAK ELECT	RIC GROU	533.75						
								1

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
PENHALL COMPANY 031442 2456 704-000-053017 Capital	10/25/2018 Outlay - Rec Center	715.00	0.00	11/01/2018 REC CENTER SLAB LEVELING			False	0
	2456 Total:	715.00						
	PENHALL COMPANY To	715.00						
PORTLAND GENERAL 025702 11012018 202-722-052003 Utilitie:	11/1/2018	35.17	0.00	11/01/2018 7357701000- 1300 KASTER RD			False	0
	11012018 Total:	35.17						
	PORTLAND GENERAL E	35.17						
PRECISION ENGRAVIN 026004 58715 100-705-052004 Office \$	10/26/2018	56.60	0.00	11/01/2018 RETIREMENT PLAQUE / MAIL BOX / MARKSMANSF	I		False	0
	58715 Total:	56.60						
	PRECISION ENGRAVING	56.60						
RUBENS LAWN SERVIO 028033 0001938 100-705-052023 Facility	10/29/2018	70.00	0.00	11/01/2018 OCTOBER LAWN SERVICE			False	0
		70.00						

Invoice Number Account Number	Invo	ice Date Am	ount Quantit	y Payment Date Task Label Description	Type Reference	PO #	Close PO	Line #
					Kelerenee			
	RUBENS LAWN SER	VIC	70.00					
SUNSET EQUIPMENT 032700 57643 100-708-052001 Opera	10/29	/2018	7.21 0.0	0 11/01/2018 KIT KEY STARTER			False	0
	57643 Total:		7.21					
	SUNSET EQUIPMEN	тс	7.21					
TIAA COMMERCIAL I 03521 5667763 100-715-052021 Equip	10/21	/2018 1:	50.00 0.0	0 11/01/2018 CONTRACT PAYMENT			False	0
	5667763 Total:		50.00					
	TIAA COMMERCIAL	FIN 1:	50.00					
U.S. BANK EQUIPMEN 033955	NT FINANCE							
369088349 100-715-052021 Equip		/2018	09.00 0.0	0 11/01/2018 CONTRACT PAYMENT KYOCERA			False	0
	369088349 Total:		99.00					
	U.S. BANK EQUIPME	ENT 9	99.00					
UNITED FIRE,HEALTI 034285 15249232 100-705-052023 Facilit	10/18	/2018 39	97.19 0.0	0 11/01/2018 ANNUAL MAINTENANCE POLICE			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO # Clos	se PO Line #
Account Number				Description	Reference		
1524923	- 2 Total:	397.19					
UNITEE	– D FIRE,HEALTH,	397.19					
VERIZON WIRELESS							
000720 9816846630 100-705-052010 Telephone	10/20/2018	1,197.49	0.00	11/01/2018 271826771-00001		False	e 0
9816846	- 630 Total:	1,197.49					
9816902344	10/20/2018	36.15	0.00	11/01/2018		False	e 0
100-701-052010 Telephone 9816902344	10/20/2018	88.09	0.00	871458396-00001 11/01/2018		False	e 0
100-711-052010 Telephone 9816902344	10/20/2018	133.14	0.00	871458396-00001 11/01/2018		False	e 0
601-732-052010 Telephone 9816902344	10/20/2018	43.49	0.00	871458396-00001 11/01/2018		False	e 0
603-736-052010 Telephone 9816902344	10/20/2018	43.49	0.00	871458396-00001 11/01/2018		False	e 0
603-737-052010 Telephone 9816902344	10/20/2018	37.28	0.00	871458396-00001 11/01/2018		False	e 0
603-738-052010 Telephone 9816902344	10/20/2018	80.02	0.00	871458396-00001 11/01/2018		False	e 0
601-731-052010 Telephone 9816902344 703-733-052010 Telephone	10/20/2018	154.22	0.00	871458396-00001 11/01/2018 871458396-00001		False	e 0
9816902344	10/20/2018	51.93	0.00	8/1458596-00001 11/01/2018 871458396-00001		False	e 0
701-000-052010 Telephone 9816902344 703-734-052010 Telephone	10/20/2018	211.19	0.00	8/1458396-00001 11/01/2018 871458396-00001		False	e 0
9816902344 100-709-052010 Telephone	10/20/2018	88.09	0.00	8/1458596-00001 11/01/2018 871458396-00001		False	e 0
-	-	0(7.00					

9816902344 Total:

967.09

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Туре	PO #	Close PO	Line #
Account Number				Description	Reference			
	VERIZON WIRELESS To	2,164.58						
WAYNE MARTIN FLO 019407 1686 704-000-053001 Capita	9/21/2018	2,157.00	0.00	11/01/2018 CITY HALL LOBBY CARPET			False	0
	1686 Total:	2,157.00						
	WAYNE MARTIN FLOOR	2,157.00						
WHELESS CONSTRUC 036120 10302018 704-000-053017 Capita	10/30/2018	10,286.00	0.00	11/01/2018 BALANCE REC CENTER ROOF REPAIR 50%			False	0
	10302018 Total:	10,286.00						
	WHELESS CONSTRUCT	10,286.00						
WILCOX & FLEGEL 037003 0315622-IN 703-734-052022 Fuel /	10/24/2018 Oil	128.49	0.00	11/01/2018 SHOP FUEL			False	0
	0315622-IN Total:	128.49						
	WILCOX & FLEGEL Tota	128.49						
	Report Total:	128,600.47						