

CITY COUNCIL REGULAR SESSION

Wednesday, January 15, 2020

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. 7:00 P.M. Call Regular Session to Order
- 2. Pledge of Allegiance
- 3. Visitor Comments Limited to five (5) minutes per speaker
- 4. Deliberations Comprehensive Plan & Zone Map Amendment at SE Corner of Matzen Street & Brayden Street (Multi-Tech Engineering Services)
- 5. Approve and/or Authorize for Signature
 - 5.a. Agreement with Centerlogic, Inc. for IT Services
 City of St. Helens Centerlogic PSA 2020.pdf
 - 5.b. Oregon DLCD 2019-2021 Technical Assistance Grant Agreement DLCD Grant Agreement.pdf
 - 5.c. Agreement with 3J Consulting for St. Helens Industrial Business Park Master Plan Development
 PSA - 3J Consulting - SH Industrial Park Master Plan.pdf
 - 5.d. Masonic Building Lease Agreement Masonic Building Lease 2020.pdf
- 6. Appointments to Boards/Commissions

6.a. Appointments to City Boards & Commissions 011520 Appts to Boards and Commissions.pdf

7. Consent Agenda for Acceptance

7.a. Parks & Trails Commission Minutes dated October 14, 2019 101419 PTC Minutes APPROVED.pdf

8. Consent Agenda for Approval

 Council Public Hearing and Regular Session Minutes dated December 18, 2019

011520 Council Minutes TO BE APPROVED.pdf

8.b. Animal Facility Licenses
AFL List for Council Approval 011520.pdf

8.c. OLCC Licenses
OLCC 01-15-20 CC Mtg.pdf

- 8.d. Declare Surplus Property Police Vehicles
 011520 Declare Surplus Property Police Vehicles.pdf
- 8.e. Accounts Payable Bill Lists
 Accounts Payable Bill Lists.pdf
- 9. Mayor Scholl Reports
- 10. Council Member Reports
- 11. Department Reports
- 12. Other Business
- 13. **Adjourn**

CENTERLOGIC, INC. PROFESSIONAL SERVICES AGREEMENT ("Agreement")

This Agreement is entered into on the effective date of <u>2/1/2020</u> by and between Centerlogic, Inc., a Washington corporation, together without limitation its subsidiaries, parents, and affiliates; ("Centerlogic") and <u>The City of St. Helens</u> (customer name), an <u>Oregon Municipal Corporation</u> (entity type) incorporated in <u>Oregon</u> State, together without limitation its subsidiaries, parents, and affiliates ("Customer"). The Parties mutually agree as follows:

- 1. <u>Engagement</u>. Customer engages Centerlogic to provide computer sales, installation, repair, network, internet, software, and other related computer services and products ("Work Product") as requested by Customer and delivered by Centerlogic under this Agreement (the "Relationship"). The form of billing and nature of the Work Product may vary depending on new product/ service offerings or the specific agreement between the parties as to the form of the purchase, lease, or other transaction at issue. The Parties agree to these basic rules:
 - a. Monthly & Hourly Services. Centerlogic will provide onsite support at a minimum of 1 time per week as part of the Monthly Services Agreement (Exhibit A). Centerlogic's rate for hourly services is \$115 per hour ("Hourly Services"). Services are billed in half-hour increments, with a minimum half-hour Services period. On-site Services has a minimum one hour charge. Services completed on a Washington State Legal Holiday will be billed at 1.5 times the standard rate. Centerlogic will not increase its Service rates unless it first provides 30 days advance notice to Customer, but reserves the right to do so at any time. Centerlogic's regular business hours are Monday through Friday, 8:30 am to 5:00 pm.
 - b. Managed Services, Products, Hosting, and other Services. Centerlogic may provide a variety of other services and/or goods to Customer as mutually agreed in a written Invoice on a subscription, sale, flat fee, lease, or other basis which must be signed by both parties. Any invoice or other transaction which is not signed by both parties, will be billed on a time and materials basis under Centerlogic's normal rates for such transactions. All transactions between the parties are subject to the terms of this PSA and incorporated by reference herein. For example, the Parties may agree in writing to perform Cloud data hosting, server storage, firewall management, custom data reports, or other work under a monthly subscription, flat fee by the job, or through other means in a written agreement signed by both Parties.
- 2. <u>Customer Cooperation</u>. Centerlogic's ability to perform this Agreement is dependent on effective and efficient cooperation from Customer. Customer agrees that it shall provide all reasonable cooperation and participation of its staff and resources as needed in the course of Centerlogic's performance of the Services and to discharge the obligations of this Agreement. Customer will provide Centerlogic with (a) a safe and suitable environment in which to delivery or perform the Work Product to Customer on its premises; (b) use of communications facilities as necessary to perform or delivery the Work Product; (c) a designated member of its staff with the decision-making authority to represent Customer on technical, staffing, and contractual matters; (d) the necessary rights to utilize the software used by Customer.

- A. <u>Payment</u>. Customer shall pay Centerlogic for all Services rendered on a time and materials in the amount specified by Centerlogic or on some other basis as agreed by the parties. For Work Product delivered outside the Portland Metro area, Customer shall pay a travel fee based on Centerlogic's customary rates unless otherwise specified in writing. Centerlogic shall invoice Customer for amounts payable pursuant to this Agreement, and such invoices shall be payable within 15 days following the invoice date unless other terms are mutually agreed upon. All unpaid fees and expenses not paid when due shall be subject to an interest charge of 1.5% per month. For any late payment or bounced check, there is an overdue service fee of \$30.00. Customer shall be deemed to have accepted the amounts invoiced and the services rendered reflected in each invoice unless Customer notifies Centerlogic of its dispute with respect to any item within 15 days of the date of such invoice, pursuant to Section 10, Notice below.
- **B.** Estimate Provided to Customer. In many cases, Centerlogic can provide Customer with estimates of the time, materials, and costs involved. Centerlogic's estimates are based on the applicable Centerlogic's materials pricing, an estimate of the hours of work and materials required. However, many factors affecting the total cost and completion date are beyond Centerlogic's control. For example, Centerlogic cannot control the extent to which Customer cooperates with Centerlogic in performing the Services, the availability and cost of materials, the complexity of the problem involved, and other related issues. Centerlogic cannot guarantee that it will complete or deliver the Services and materials described due to circumstances beyond Centerlogic's control. If Customer would like to negotiate a specific flat fee or some alternative billing arrangement, Centerlogic may be willing to do so in some circumstances as mutually agreed in writing.
- 3. Employees. Customer agrees that during the course of this Agreement and for a period of two (2) years following the termination of this Agreement, Customer shall not directly or indirectly solicit or entice any of the following to cease, terminate or reduce any relationship with Centerlogic or to divert any business from Centerlogic through: (a) any employee, consultant or representative of Centerlogic; or (b) any contractor, vendor, or supplier of Centerlogic. Further, Customer will not directly or indirectly disclose the names, addresses, telephone numbers, compensation, or arrangements between Centerlogic and any person or entity described in (a) or (b) above to any competitor of Centerlogic. Notwithstanding the foregoing, Customer may hire a current or former employee(s) of Centerlogic upon Centerlogic's written consent, which may be withheld for any reason or for no reason. In the event Customer hires any employee(s) of Centerlogic, Centerlogic shall be entitled to a one-time fee of 30% of the employee's total annual Centerlogic salary from Customer.
- 4. <u>Warranty Disclaimer</u>. Except as otherwise specified, Centerlogic agrees to provide Services described in a commercially reasonable and workmanlike manner. Centerlogic does not make any warranties with respect to any goods or products of third-party manufacturers supplied or installed by Centerlogic in connection with such Services. CENTERLOGIC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer acknowledges that Centerlogic's employees, agents and representatives have no authority to give any such warranties on behalf of Centerlogic.
- **5.** <u>Limitation of Liability</u>. In the performance of its obligations, Centerlogic may act on or provide advice or information to Customer that was supplied by or originated from a third party. Centerlogic is not responsible for, is not liable for, and does not warrant any information,

products, or services originating from third parties. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES RESULTING FROM THE WORK PRODUCT OR THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, OF ANY GOODS OR PRODUCTS USED BY OR PROVIDED BY CENTERLOGIC PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL CENTERLOGIC'S LIABILITY FOR ANY FORM OF LOSS OR DAMAGE EXCEED THE AMOUNT PAID BY CUSTOMER TO CENTERLOGIC FOR THE AFFECTED WORK PRODUCT AT ISSUE DURING THE PAST 365 DAYS REGARDLESS OF THE LEGAL THEORIES, OR THE TYPE OF DAMAGES SOUGHT UNDER SUCH LEGAL THEORIES. For example, Centerlogic is not responsible for maintaining customer's passwords or data encryption keys, verifying the integrity, validity, or time/date version of backed-up or restored customer data, or for repairing any data corruption that may arise in the restoration and back-up process, particularly where third-party online backup services are used. If customer has a specific concern about this issue, Centerlogic may be able to assist customer to locate forensic imaging or other more precise data preservation services as needed.

- **6.** <u>Independent Contractor.</u> The Parties are independent contractors. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, Agreement or undertaking with any third party. At no time, past, present or future, shall the relationship of the Parties herein be deemed or intended to constitute a relationship with the characteristics of an agency, partnership, employment, or joint venture. Centerlogic may use contractors to provide certain Services to Customer. Such Services shall be provided in accordance with this Agreement. Customer acknowledges that it shall have no right to control the manner, means, or method by which Centerlogic performs its Services pursuant to this Agreement.
- 7. Term & Termination. This Agreement shall commence upon the Effective Date and shall continue until 2/1/2023, unless terminated by either Party upon sixty (60) days' prior written notice. Agreement shall automatically renew each year after 2/1/2023, for a period of 1 year until 2/1/2025 unless terminated by either party with sixty (60) days written notice. The fees shall be prorated to the termination date and shall be payable along with any and all accrued expenses upon the termination date. Either party may terminate this Agreement at any time for: (a) breach of a material term in this Agreement or (b) non-payment of Services rendered by Centerlogic within 15 days of delivery of the invoice to Customer.
- **8.** <u>Medical Information (HIPAA).</u> If Customer requests Services involving the disclosure of Medical Records or other Protected Health Information to Centerlogic, Customer shall notify Centerlogic in writing and the parties shall enter the Centerlogic HIPAA Business Associate Agreement ("BAA") which sets forth specific protections for the handling of Protected Medical Information. Once executed, the BAA shall be incorporated by referenced herein as a material term of this Agreement.

9. Confidential Nondisclosure Agreement ("CNDA").

A. <u>Confidential Information and Materials</u>. During the course of this Agreement, Customer and Centerlogic shall mutually exchange, view, or have access to the other Party's Confidential Information and/or Materials. "Confidential Information and Materials" means nonpublic information, whether in oral, written or graphic form, that the disclosing party

designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information and Materials" includes, without limitation, information and materials belonging to, used by, or in the possession of the parties relating to its services, pricing, billing policies, financial data, marketing strategies, products, processes, technology, inventions, patents, trademarks, copyrights, developments, business strategies, current and prospective customers, marketing plans, information received from others that the disclosing party is obligated to treat as confidential, secrets of every kind and character, and any new materials. All of the above-referenced disclosures of confidential information and/or materials are hereafter collectively defined as the "Relationship".

- **B.** <u>Purpose</u>: Both parties understand that any information received hereunder is to be used by the receiving party only in relation to the delivery, performance, or business purposes involving the Work Product. The Confidential Information and Materials may not be used for their own purposes or for benefit of any other person or entity, except for the limited purpose of improving the quality, manner, or form of the Work Product delivered. The parties agree that they will not disclose any Confidential Information or Materials, in whole or in part, belonging to the other party to any person or entity, unless authorized to do so in writing by the disclosing party.
- C. <u>Standard of Care</u>: All Information which is disclosed by either party hereunder during the term hereof, shall be safeguarded by the other party. The party receiving Confidential Information and Materials will exercise at least the same degree of care to prevent disclosure of the Confidential Information and Materials for the period specified below as it takes to preserve and safeguard its own proprietary data but, in any event, no less than a reasonable degree of care. The parties further agree to the following conditions:
 - **1.)** The receiving party may disclose Confidential Information and Materials only to the receiving party's employees or consultants on a need-to-know basis.
 - **2.)** The receiving party will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions in this Agreement.
 - **3.)** The receiving party shall notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and Materials, or any other breach of this Agreement by the receiving party, and will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of the Confidential Information and Materials and prevent any further unauthorized use.
- **D.** Exceptions: The obligations of the receiving party, contained in Sections A, B, and C. above shall not apply to any Confidential Information and Materials that the receiving party can prove:
 - 1.) Is already in the receiving party's lawful possession at the time the information is acquired from the disclosing party or was independently developed by the receiving party without access to the disclosing party's information; or
 - **2.)** Is publicly available or becomes publicly available through no act or omission of either party and was in the public domain at the time the information was acquired; or
 - **3.)** Is lawfully received by the receiving party from a third party without restrictions as to use or disclosure; or
 - **4.)** Is disclosed pursuant to any judicial or governmental requirement or order; provided that the receiving party takes reasonable steps to give the disclosing party sufficient prior

notice in order to contest such requirement or order and receiving party assists in obtaining a protective order or its equivalent.

E. Rights and Remedies:

- 1.) <u>Intellectual Property:</u> Unless otherwise agreed, all Confidential Information and Materials are and shall remain the property of the disclosing party. No rights or obligations other than those expressly recited herein are to be implied from this Agreement. Nothing herein shall in any way affect the present or prospective rights of the parties under the patent laws of any country, or be construed as granting any license under any present or future patent or application therefore of either party, or preclude the filing of any patent applications by a party, whether directed to inventions made by that party through the Relationship efforts or otherwise, or the marketing of any product of a party. The parties further agree that by disclosing Confidential Information and Materials, that the disclosing party does not grant any express or implied right to the receiving party to or under the disclosing party's copyrights, trademarks, or trade secret information.
- **2.)** Return of Confidential Information and Materials: The parties agree that upon completion of discussions, the termination of this Agreement, or at any other time upon written request of the disclosing party, the receiving party will immediately return or, at the disclosing party's sole discretion, certify the destruction of any of its property or things of value, including all Confidential Information and Materials. These include but are not limited to personal notes, drawings, photographs, or any copies thereof.
- 3.) Irreparable Harm: In the event of a breach of any of the obligations stated herein with regard to Confidential Information and Materials, the injured party may proceed against the other party in law or in equity for such damages or other relief as a court may deem appropriate. The parties specifically acknowledge, without waiving any additional rights or remedies that the unauthorized disclosure of Confidential Information or Materials would result in harm to the disclosing party, including irreparable harm for which there is no adequate remedy at law. The parties therefore agree that in the event of any unauthorized disclosure by the receiving party, the disclosing party shall be entitled to an injunction without the necessity of posting a bond. This remedy shall be in addition to any other remedy available at law or in equity.

10. Miscellaneous.

- **A.** <u>Notice</u>. Certified, Return Receipt Mail shall be used between Customer and Centerlogic to provide notice for all purposes with respect to this Agreement at the addresses listed on this Agreement. If Customer changes its address, Customer shall notify Centerlogic of such change via certified mail.
- **B.** Governing Law. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Washington, without regard to principles of conflict of laws. Each Party hereby agrees that the courts located in Clark County of the State of Washington shall have sole jurisdiction and venue for all disputes and litigation arising under or relating to this Agreement.
- **C.** <u>Captions</u>. The captions in this Agreement are for the convenience of the Parties and shall not affect the interpretation of this Agreement.

- **D.** <u>Attorneys' Fees</u>. In the event that suit or action is instituted to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its attorney fees, including those incurred on appeal and in bankruptcy court proceedings, as determined by the court.
- **E.** <u>Waiver</u>. Any waiver by either Party of the strict performance of any of the terms of this Agreement shall not be construed as a waiver of or prejudice to that Party's right to subsequently require strict performance of the same or any other provision of this Agreement.
- **F.** <u>Survival</u>. The following sections shall survive termination of this Agreement: Sections 2, 3, 4, 5, 8, and 9.
- **G.** <u>Severability</u>. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement is found or held to be invalid or unenforceable under the laws governing this Agreement, the remainder of this Agreement shall be valid and enforceable and the Parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.
- **H.** <u>Indemnity</u>. Customer shall be responsible for the accuracy and completeness of the information Customer furnishes to Centerlogic. It will be Customer's responsibility to review all work performed by Centerlogic under this Agreement to confirm that the information regarding Customer is accurate. Each of the Parties will indemnify the other in the following manner: 1.) Centerlogic shall indemnify, hold harmless and defend Customer and its officers, employees, agents, independent contractors, and assignees, against any and all claims, suits, losses, damages, costs, fees and expenses resulting from or arising out of this Agreement based on Centerlogic's negligence or willful misconduct and not otherwise subject to a waiver or other exclusion of liability under this Agreement. 2.) Customer shall indemnify, hold harmless and defend Centerlogic and its officers, employees, agents, independent contractors, and assignees, against any and all claims, suits, losses, damages, costs, fees and expenses resulting from or arising out of this Agreement including but not limited to, any damages, losses or liabilities whatsoever relating to the Work Product or Customer's possession, use or operation of work product, except however where any of the foregoing results from Centerlogic's sole negligence or willful misconduct, in which case Customer shall have no duty to indemnify Centerlogic.
- **I.** <u>Assignment.</u> Centerlogic may assign its rights or delegate its obligations, or any part thereof under this Agreement with 30 days written notice to Customer. Customer may not assign its rights or delegate its obligations without Centerlogic's prior written consent. The terms and conditions of this Agreement shall bind and endure to each Party's successors and assigns.
- **J.** Contingencies. Neither Party shall be liable for, or be considered in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as result of any causes or conditions beyond either Party's reasonable control such as fire, explosions, earthquakes, storms, theft, war, riot, embargoes, or acts of civil or military authorities. If either Party knows or has reason to believe Services are to be delayed by such contingencies, that Party shall immediately notify the other Party and the other Party may elect either to: 1) extend time of performance; or 2) terminate the Agreement if the other Party fails to perform for a period of sixty (60) days.
- **K.** Entire Agreement. This Agreement and the Exhibits thereto constitute the entire agreement among the Parties, supersedes all prior agreements between the Parties with respect to

such subject matter and may be modified only by written agreement of the Parties as provided herein. Customer and Centerlogic may be referred to individually as a "Party," or collectively as "the Parties". Each Party represents and warrants to the other that it has full right, power and authority to enter into and perform this Agreement in accordance with the provisions hereof and that the execution and delivery of this Agreement has been duly authorized. There shall be no judicial presumption against any specific party with regard to the interpretation or meaning of this agreement. This agreement shall be construed as a jointly negotiated and drafted Agreement. No amendments or modifications to this Agreement shall be effective unless in a writing signed by authorized representatives of both Parties except as expressly stated otherwise herein. Any additional or different terms in Customer's documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

CENTERLOGIC:	CUSTOMER:
Centerlogic, Inc.	The City of St. Helens
7414 NE Hazel Dell Ave, Suite B	265 Strand St.
Vancouver, WA 98665	St. Helens, OR 98665
Геl: (360) 567-4950	Tel: (503) 397-6272
Fax: (360) 448-7871	Fax: (503) 397-4016
Ву:	By:
Craig Schmid	<i>D</i> y
Fitle: President	Printed Name:
	Title:
	Primary Contact
	Primary Contact's Direct Phone
	Primary Contact's Email
	Customer's Alternate Contact
	Alternate Contact's Direct Phone
	Authate Contact 8 Direct 1 none
	Alternate Contact's Email

Centerlogic, Inc. Quote



From:

Craig Schmid Centerlogic, Inc.

7414 NE Hazel Dell Ave Ste B Vancouver, WA 98665

United States (360) 567-4950

cschmid@centerlogic.com

Prepared for: Matt Brown

City of St Helens P.O. Box 278 St Helens, OR 97051 United States (503) 397-6272

mattb@ci.st-helens.or.us

Quantity D	Description Description	Unit Price	Ext. Price
t c c c c c c c c c c c c c c c c c c c	Unlimited qualified Support, Maintenance & Planning CW Automate + Ignite 24X7 Remote Monitoring & Automated Maintenance *Centerlogic scheduled onsite support 1 time minimum per week. Outy 061 - Centerlogic Automate/Ignite: 24x7 Desktop Monitor, Manage, Maint. Outy 064 - Centerlogic Pulse - 24x7 Server Monitor, Manage, Maint. Outy 105 - ProofPoint AntiSPAM & Email Security Outy 061 - Centerlogic Antivirus (PC/Mac) - 24x7 Endpoint Protection Outy 006 - Centerlogic Antivirus (Server) - 24x7 Server Protection Outy 006 - Sonicwall - Automated Maintenance & Monitoring Outy 001 - IT Best Practices Assessment Management License Outy 001 - CryptoPrevent - Ransomware Defender Agent Licenses Outy 001 - Connectwise Automate & Manage User License for IT Staff (Darin) MPORTANT: What is not included/covered in your monthly cMSP is the hourly labor or adding new hardware, services, software, etc. and major projects, like large version updates to clinic or business software.	3,844.00	3,844.00
1.00 C N F h h C C	Cyber Security Monitoring Bundle (Monthly) - **INCLUDED in Comprehensive FULL MSP Plans Reports, Simulations, Scans request form available at https://www.centerlogic.com/security/ CarkWeb Cyber Monitor - IDAgent - Identify, Report, Manage Compromised user lomain Credentials reported from the Dark Web. Actionable stolen user credential eporting. Covers 1 Domain monthly, Additional domains are available for \$25 per lomain. Centerlogic Network Guard - Powered By Qualys Network Security Automated Network Vulnerability Scans run Quarterly Qualys Security Risk SCORE Notices reported to Centerlogic NOC & Security team quarterly Centerlogic Security Awareness Service Simulated email Phishing Attacks Simulated training campaigns upon request Full Analysis and Reporting of Cyber Security Campaigns	0.00	0.00
S H C	Locations: Parks, Water Filter Plant, Public Works, Rec Center SonicWall TZ350 - Firewall as a SERVICE (Monthly) HARDWARE Included - All Replacements are Included Capture ATP (for AGSS) - Advanced Gateway Security Suite Global Management Services Included Varranty & Support	100.00	500.00

		Total:	5,370.0
		Sales Tax:	0.0
		Subtotal:	5,370.0
8.00	Veeam Availability Suite Enterprise Plus for Hyper-V (includes Backup & Replication Enterprise Plus + Veeam ONE) - One Month Cloud Rental Agreement (Includes 24/7 support)	12.00	96.0
1.00	Centerlogic Secure Backup & Cloud Storage On Premise Backup Controller with Veeam Cloud Storage Management Centralized Monitoring and Reporting Secure Cloud Storage up to 20 TB Veeam Agent Licenses per Server @ \$14 per agent per month	695.00	695.0
8.00	City Hall/Court - Rec Center - SHPD - SHPL Centerlogic Wifi as a Service - Per Access Point MONTHLY - Hardware Included - Covered Replacements Included - Cloud based Wireless Controller & Management - Centralized Management & Reporting - Remote Configuration & Wireless Support - Device Firmware Updates Included - Covered Warranty & Replacement - Covered upgrades as needed	15.00	120.0
	Location: LIBRARY SonicWall TZ400 - Firewall as a SERVICE (Monthly) HARDWARE Included - All Replacements and Newly released Model Upgrades are Included Capture ATP (for AGSS) - Advanced Gateway Security Suite Global Management Services Included Warranty & Support	115.00	115.0

Prices are subject to change. Prices are based upon the total purchase. All delivery, training, or consulting services to be billed as worked. Sales tax and shipping and handling fees, if applicable, will be calculated when invoiced.

Signature:	Date:
------------	-------

11



Department of Land Conservation and Development

635 Capitol Street NE, Suite 150 Salem, Oregon 97301-2540

> Phone: 503-373-0050 Fax: 503-378-5518

www.oregon.gov/LCD



December 30, 2019

Jennifer Dimsho, Associate Planner City of St. Helens 265 Strand Street PO Box 278 St. Helens, Oregon 97217

SENT VIA E-MAIL

Re: City of St. Helens Grant No. TA-21-176 Agreement for Industrial Business Park Master

Plan

Dear Ms. Dimsho:

The Department of Land Conservation and Development (DLCD) is pleased to offer the City of St. Helens a grant in the amount of \$50,000 for the Industrial Business Park Master Plan. You will find the grant agreement in an attached PDF file. Please read it carefully.

Please e-sign the contract at page 8, or print, sign and scan the signed page. The agreement must be signed by the City of St. Helens and pages 1-8 of the agreement returned to DLCD. Whether returning the signed agreement via mail or e-mail, it must be received by DLCD's Salem office within 30 days of the date of this letter. If the signed agreement is not received by January 29, 2020, this offer may be withdrawn.

The attached grant agreement is not in effect until signed by the City of St. Helens and DLCD. An electronic file of the agreement with both signatures will be returned to you for your records. Funds will be sent to you in accordance with the payment schedule in the grant agreement. Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement.

If you have questions about the agreement, please contact me at 503-934-0054 or DLCD.GFGrant@state.or.us. If you have other questions about the project, please contact your grant manager, Anne Debbaut, at 503-725-2182 or anne.debbaut@state.or.us.

Yours truly,

Angela Williamson

Grants Administrative Specialist

Angela William

cc: Anne Debbaut, DLCD Regional Representative

STATE OF OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2019-2021 TECHNICAL ASSISTANCE GRANT

	ENT COVER SHEET ional and not a part of the agreement
Offer Date: December 30, 2019	
Grantee	Grant No. TA-21-176
City of St. Helens	
265 Strand Street	
PO Box 278	
St. Helens, Oregon 97217	
Project Title:	
Industrial Bus	siness Park Master Plan
Grantee Representative	DLCD Grant Manager
Jennifer Dimsho, Associate Planner	Anne Debbaut
503.366.8207	503.725.2182
jdimsho@ci.st-helens.or.us	Anne.debbaut@state.or.us
GRANT AMOUNT: \$50,000	CLOSING DATE: May 31, 2021
Last day to amend agreement: March 1,	2021

Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned without modification by Grantee within thirty (30) days of the Offer Date, the DLCD Grant Program Manager may terminate this offer of the grant award. Upon receipt of the Agreement signed by Grantee, the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

List of Products

<u>Preliminary report</u>: Identify the name, address, telephone number, and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on. (Project Requirement 7)

<u>Signed agreement</u>: between the Grantee and consultant, no later than three business days after both parties have signed the agreement. (Project Requirement 7)

- Task 1 Project Management
- Task 2 Parcelization Framework
- Task 3 Infrastructure Funding Plan

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term "digital media" means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

2019-2021 TECHNICAL ASSISTANCE GRANT AGREEMENT

DLCD Grant Number: TA-21-176 City of St. Helens

This agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its **Department of Land Conservation and Development**, hereinafter referred to as "DLCD," and **City of St. Helens**, hereinafter referred to as "Grantee," and collectively referred to as the "Parties."

- 1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained ("Effective Date"). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD's obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.
- 2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: Project Description and Budget

Attachment B: DLCD Contact Names and Addresses

Attachment C: Request for Product Reimbursement Form and Instructions

Attachment D: Master Plan Map

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

- 3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is \$50,000 (the "Grant Funds"). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
- 4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.
- 5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

- a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.
- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement of eligible costs incurred in producing Product(s), as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Exhibit A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Grantee is in compliance with the terms of this Agreement.
 - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.
- 7. **Representations and Warranties of Grantee.** Grantee represents and warrants to DLCD as follows:
 - a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not

and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

- 8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
- 9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
- 10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager.

11. Ownership of Product(s).

- a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "Grantee Intellectual Property" means any intellectual property owned by Grantee and developed independently from the Project.
 - ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.
 - iii. **"Product(s)"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.

b. Non-Exclusive License. Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD's behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD's behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

12. Indemnity.

- a. **GENERAL INDEMNITY**. SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
- b. CONTROL OF DEFENSE AND SETTLEMENT. GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES. WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS. OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.
- 13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's Department of Land Conservation and Development

 Page 4 of 18

written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

14. **Termination:**

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
 - i. For its convenience upon thirty (30) days' prior written notice by DLCD to Grantee;
 - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
 - iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
 - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
 - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.
- 15. Accounting and Fiscal Records: Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.

- 16. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
- 17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
- 18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
- 19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
- 20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
- 21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
- 22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
- 23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
- 24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grant No. TA-21-176

Print Name of Authorized Official For the Grantee

Title

Date

Signature of Authorized Official For the Grantee

Grantor: State of Oregon, acting by and through its Department of Land Conservation and Development

Title	Date
Community Services Division Manager	

PROJECT PURPOSE STATEMENT

The St. Helens Industrial Business Park Master Plan will assess existing conditions including the physical network of buildings, private access roads, storm, water, and sewer infrastructure and including a private water and sewer system and related exclusive use agreement. In addition, the project will define targeted industrial users with an updated market analysis, provide a framework for parcelization, and develop a phased infrastructure funding plan for sewer, water, storm, streets, and power. (The attached map identifies the Master Plan Area in yellow.)

PROJECT OVERVIEW AND MANAGEMENT

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manager. Specific Project management duties of Grantee will include:

- a. Organizing and managing the advisory committee;
- b. Selecting a consultant and contracting for consultant services;
- c. Overseeing consultant work described in this Project Description;

Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation

Advisory Committees

City staff, the Port of Columbia County, current users of the St. Helens Industrial Business Park, adjacent property owners, City Councilors, and other City and County stakeholders will convene as an Advisory Committee, as appropriate, throughout the project. In addition, the major deliverables of the project will be shared with the public for feedback before and after completion.

Instead of a technical advisory committee, this project will have a Project Management Team (PMT) comprised of City staff, the consultant team, and a DLCD representative, as needed. City staff includes two planners, the City Administrator (as needed), the City Engineer (as needed), and the City's Government Affairs and Project Support Specialist. Additional stakeholders who may be involved in the Existing Physical Conditions Memo include existing industrial users of the site. Additional stakeholders who may be involved in the Updated Market Analysis include the Port of Columbia County, the currently industrial users, and the Oregon Manufacturing Innovation Center.

Agency Role

DLCD will provide financial, administrative and technical assistance to the Project. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized. DLCD recognizes the St. Helens Business Park Master Plan will inform, but will not bind, future land use decisions of the cooperating jurisdictions.

DLCD will provide financial, administrative and technical assistance to the Project. DLCD recognizes that the St. Helens Industrial Business Park Master Plan will inform future land use decisions by the city.

Consultant Role

The Project will use consultant services to perform technical analysis related to the St. Helens Industrial Business Park Master Plan. The consultant is expected to assess existing conditions, provide a framework for parcelization, and develop a phased infrastructure funding plan for sewer, water, storm, streets, and power. The consultant is expected to attend regular meetings of the PMT and to assist local planning staff in presentations to planning commissions and elected officials.

Project Meeting Materials

Written Project documents or memorandum prepared by the consultant shall be provided to Grantee in digital format at least one week prior to any scheduled PMT meeting.

Grantee shall prepare meeting agendas and summaries for each PMT meeting. Grantee shall distribute meeting materials to project committee members at least five (5) working days prior to any scheduled meeting.

Project Schedule

The schedule identified in "Schedule, Products, and Budget" section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is May 31, 2021.

Expectations for All Written and Graphic Products

All reports and Products will be delivered to the DLCD Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this Agreement in a digital media format. The term "digital media" means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

PROJECT REQUIREMENTS

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

- 1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
- 2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
- 3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: "This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon."
- 4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.

- 5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
- 6. Grantee will obtain DLCD approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
- 7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
- 8. Grantee will complete the following by within 2 weeks of the date of the signed agreement:
 - Identify the name, address, telephone number, and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
- 9. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
- 10. Grantee will consult closely with the DLCD Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.
- 11. Grantee will coordinate and provide notice to DLCD, and the advisory committee and project management team members and any other agencies and organizations listed in the project overview and management section, of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
- 12. Grantee will consult with the DLCD Grant Manager and in the development of Products and provide an opportunity for timely review of all draft Products.
- 13. Grantee will submit a written status report quarterly and at the request of the DLCD Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C. Quarterly reports shall be submitted in, June 2020, September 2020, December 2020 (or with interim payment), and March 2021.
- 14. DLCD will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.
- 15. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCD's payment obligations under this Agreement are conditioned upon DLCD receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCD in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.

- 16. Grantee will not use or charge grant funds provided under this Agreement for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to Grantee. Grantee may use grant funds to pay for Product(s) produced by consultant(s).
- 17. Grantee will not use grant funds provided under this Agreement for any regularly scheduled or other scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled or other scheduled meetings and hearings.

GIS Requirements

- 18. If a new comprehensive map or zoning map is created or an existing map is revised or updated, the Product(s) must be submitted in an electronic form compatible with Environmental Systems Research Institute's (ESRI) file formats (coverage, shapefile or geodatabase).
- 19. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at http://www.oregon.gov/geo/Pages/standards.aspx, "Oregon GIS Data Standards and Best Practices." The projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.
- 20. DLCD may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCD may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCD owns as Product(s) under Grant Agreement Section 11.
- 21. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCD Grant Manager.

SCHEDULE, PRODUCTS, AND BUDGET

Pre-Task Submittals

The contract in Project Requirement 7 and the report in Project Requirement 8 in this Project Description and Budget will be submitted.

Timeline: By the dates specified in those requirements.

Pre-task report budget: \$0

Task 1: Project Management

The project management team (PMT) will conduct a project kickoff-meeting for appropriate parties to review project goals, identify needed background information and resources, and confirm project scope and schedule. In order to assure the project is progressing in accordance with the overall project plan, the PMT will conduct regular project management meetings by phone and in-person as needed to track progress on key tasks and deadlines, identify unanticipated issues and develop alternative approaches as needed. Monthly progress reports and invoices shall be provided which describe the activities undertaken and estimate the percent completion of each task.

TA-21-176

24

Task 1 Products: Monthly progress reports and invoices

Task 1 timeline: January 1, 2020 to January 1, 2021

Task 1 budget: \$2,000

Task 2: Parcelization Framework

Task 2. Parcelization Framework

Prepare a Parcelization Framework document that includes the location, size, and phasing of development blocks, streets, easements, and utilities. The framework will draw upon the two interim deliverables described in Tasks 2.1, 2.2, and 2.3

Task 2.1. Existing Physical Conditions

Through a review of documentation provided by the City, meetings with key stakeholders and a site visit, prepare a memorandum and existing utility map that details relevant information on the existing infrastructure within the study area. The memorandum will detail the existing public water, storm, and sewer providing service to the site, existing lease and purchase/sale agreements (if publicly available), exclusive PGE power agreement and existing power sub-station, boundary survey (2018), wetland delineation (2019), floodplain and floodway, existing private access roads, existing buildings, brownfield/environmental conditions including the South 80 Landfill, and the Willamette Greenway Overlay.

Specific information pulled from these documents will be gathered, reviewed and compiled into a base map using GIS and may include:

- Property lines and ownership
- Right-of-way lines
- Existing known easements
- Existing Private and Public water, storm and sewer utilities
- Known wetland delineations
- 100-yr flood plain flood way elevations
- Existing roadways
- Aerial photographs

A draft memo and existing utility map will be reviewed by the project management team and other key stakeholders as determined by the City. Comments will be incorporated into the final Existing Conditions Memorandum.

Task 2.2. Existing Reports/Plans

Through a review of documents provided by the City, prepare a memorandum that details relevant information from previous land use decisions, environmental assessments, City Council vision for economic development, the Framework Plan (2016), and the Riverfront Connector Plan (2019). Specific information pulled from these documents may include:

- Buildable lands inventory for the project area
- Existing and proposed land uses within and adjacent to the project area (including existing and future recreational uses)
- Property lines and ownership

- Inventory of building locations and conditions
- Current and proposed transportation connections
- Physical trails and visual linkages and corridors
- Desired industry types
- Statewide Planning Goal 5 Resources
- Known Endangered Species Act and Oregon-listed and sensitive species
- Known hazardous materials sites

A draft memo will be reviewed by the project management team and other key stakeholders as determined by the City. Comments will be incorporated into the final Existing Reports Memo.

Task 2.3. Updated Market Analysis

This analysis will update existing market analyses to inform potential parcel size and industrial users based on regional industrial climate. This analysis will include any potential water-dependent users. Activities will include interviewing key stakeholders including current users, the Port of Columbia County and the Oregon Manufacturing Innovation Center.

Task 2 Products: Existing Conditions Memorandum, Existing Reports Memorandum, Updated Market Analysis, Parcelization Framework

Task 2 timeline: January 1, 2020 to December 31, 2020

Task 2 budget: \$33,000

Task 3: Infrastructure Funding Plan

The Infrastructure Financing Plan will use the layout of the parcelization framework to develop a phased infrastructure financing plan for public utilities, including the streets, water, sewer, storm, and power. The plan will develop estimates for the infrastructure and make recommendations for potential revenues for each infrastructure type and outline a set of capital funding strategies.

A Draft Infrastructure Funding Plan will be reviewed by the project management team and other key stakeholders as determined by the City. Comments will be incorporated into the final Infrastructure Funding Plan.

Task 3 Products: Infrastructure Funding Plan

Task 3 timeline: October 1, 2020 to May 1, 2020

Task 3 budget: \$15,000

Final Payment

Reimbursement of **up to \$50,000** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 1, 2, and 3. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 31, 2021.**

Budget Summary

Task 1 – Project Management		\$2,000
Task 2 – Parcelization Framework		\$33,000
Task 3 – Infrastructure Funding Plan		\$15,000
	TOTAL	\$ 50,000

DLCD TA Grant Agreement Contact Information

For questions regarding your grant, please contact:

Grant Manager:

Anne Debbaut Metro Regional Solutions Center c/o Portland State University Market Center Building 1600 SW Fourth Avenue, Suite 109 Portland, OR 97201

Office: 503-725-2182 Mobile: 503-804-0902

E-mail: anne.debbaut@state.or.us

OR

Grant Program Manager:

Gordon Howard DLCD Salem Office 635 Capitol Street N.E., Suite 150 Salem, Oregon 97301-2540

Office: 503-934-0034

E-mail: gordon.howard@state.or.us

Payment requests should be sent to:

Grants Administrative Specialist

Angela Williamson DLCD Salem Office 635 Capitol Street N.E., Suite 150 Salem, Oregon 97301-2540

Office: 503-934-0054

E-mail: DLCD.GFGrant@state.or.us

Department of Land Conservation and Development (DLCD) 2019-2021 Request for Interim Reimbursement / Final Closeout

Grantee Name			Grant No. assigned by DL	CD	Final Payment
City of St. Helens			TA-21-176		Yes No
Grant Agreement Start Date From: Execution	Grant Agreement Close Date To: May 31, 2021	Period From	covered by this Payment:	Period cove To:	red by this Payment
DLCD Grant Expenditures	DLCD Grant Expenditures	DLC	D Grant Expenditures	DLCD G	ant Expenditures
		7	This Payment		
Transactions	Previously Reported			C	umulative
Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
5. Total (add lines 1–4)					
Local Contributions (if applicable)					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. Total (add lines 6–9)					
11. Payment requested (from line 5)	DO NOT WRITE IN THIS SPACE				OT WRITE IN IIS SPACE
12. Certification: I certify to the be					
	set forth in the award docume will be retained for six years a	nt. I fur fter the	ther certify that all rec	ords are avai	
12. <u>Certification:</u> I certify to the be expenditures are for the purposes request, and the financial records	set forth in the award docume will be retained for six years a	nt. I fur fter the 14. Add	ther certify that all rec	ords are avai	
12. Certification: I certify to the be expenditures are for the purposes request, and the financial records 13. Typed or Printed Name and Title	set forth in the award docume will be retained for six years a	nt. I fur fter the 14. Add	ther certify that all rectinal payment. Iress where payment is to be Payment Submitted	ords are avai	
12. Certification: I certify to the be expenditures are for the purposes request, and the financial records 13. Typed or Printed Name and Title 15. Signature of Authorized Certifyin Do Not Write Below This Li DLCD CERTIFICATION	set forth in the award docume will be retained for six years a ng Official ne FOR DLCD U	nt. I fur fter the 14. Add 16. Date	ther certify that all rectinal payment. Iress where payment is to be Payment Submitted NLY Do N	ords are avai	lable upon
12. Certification: I certify to the be expenditures are for the purposes request, and the financial records 13. Typed or Printed Name and Title 15. Signature of Authorized Certifying Do Not Write Below This Lite DLCD CERTIFICATION I certify as a representative of the December 1.	set forth in the award docume will be retained for six years a ng Official repartment of Land Conservation	nt. I fur fter the 14. Add 16. Date	ther certify that all rectinal payment. Iress where payment is to each of the Payment Submitted NLY Do Note the Payment (DLCD), that the payment (DLCD) is the payment (DLCD).	o be sent o twrite Belthe Grantee:	ow This Line
12. Certification: I certify to the be expenditures are for the purposes request, and the financial records 13. Typed or Printed Name and Title 15. Signature of Authorized Certifyin Do Not Write Below This Li DLCD CERTIFICATION I certify as a representative of the De Has met the terms and conditions.	set forth in the award docume will be retained for six years a ang Official per retained for six years a six years and the payment of Land Conservation tions of the grant and that payment is years and that years are six years and years and years are six years and years are years are years and years are years and years are years are years are years and years are years are years are years and years are years are years and years are years are years are years are years and years are years are years are years and years are years are years are years.	nt. I fur fter the 14. Add 16. Data USE O	ther certify that all rectinal payment. Iress where payment is to e Payment Submitted NLY Do N Telopment (DLCD), that the amount of \$	o be sent o be write Belthe Grantee: should be	ow This Line
12. Certification: I certify to the be expenditures are for the purposes request, and the financial records 13. Typed or Printed Name and Title 15. Signature of Authorized Certifying Do Not Write Below This Li DLCD CERTIFICATION I certify as a representative of the Definition of the Definition Has met the terms and condition that the terms and conditions are the terms and conditions.	set forth in the award docume will be retained for six years a ng Official repartment of Land Conservation	nt. I fur fter the 14. Add 16. Data USE O	ther certify that all rectinal payment. Iress where payment is to e Payment Submitted NLY Do N Telopment (DLCD), that the amount of \$	o be sent o be write Belthe Grantee: should be	ow This Line
12. Certification: I certify to the be expenditures are for the purposes request, and the financial records 13. Typed or Printed Name and Title 15. Signature of Authorized Certifyin Do Not Write Below This Li DLCD CERTIFICATION I certify as a representative of the De Has met the terms and conditation of the polynomial of the certifying and conditation of the polynomial of the purposes request, and the purposes request.	set forth in the award docume will be retained for six years a grant and Conservation tions of the grant for the reasons standard be issued.	nt. I fur fter the 14. Add 16. Data USE O	ther certify that all rectinal payment. Iress where payment is to e Payment Submitted NLY Do N Telopment (DLCD), that the amount of \$	o be sent o be write Belthe Grantee: should be	ow This Line
12. Certification: I certify to the be expenditures are for the purposes request, and the financial records 13. Typed or Printed Name and Title 15. Signature of Authorized Certifyin Do Not Write Below This Li DLCD CERTIFICATION I certify as a representative of the De Has met the terms and condi Has not met the terms and condi S	set forth in the award docume will be retained for six years a grant and Conservation tions of the grant for the reasons standard be issued.	14. Add 16. Date JSE Of and Devent in the atted on the	ther certify that all rectinal payment. Iress where payment is to e Payment Submitted NLY Do N Telopment (DLCD), that the amount of \$	o be sent o be write Belthe Grantee: should be	ow This Line
12. Certification: I certify to the be expenditures are for the purposes request, and the financial records 13. Typed or Printed Name and Title 15. Signature of Authorized Certifyin Do Not Write Below This Li DLCD CERTIFICATION I certify as a representative of the De Has met the terms and conditation Has not met the terms and conditation Signature of Signature of the De Signature of Authorized Certifyin	ne FOR DLCD Use partment of Land Conservation tions of the grant and that payme itions of the grant for the reasons standed be issued.	14. Add 16. Date JSE Of and Devent in the atted on the	ther certify that all rectinal payment. Iress where payment is to e Payment Submitted NLY Do N Telopment (DLCD), that the amount of \$	o be sent o be write Belthe Grantee: should be	ow This Line
12. Certification: I certify to the be expenditures are for the purposes request, and the financial records 13. Typed or Printed Name and Title 15. Signature of Authorized Certifying Do Not Write Below This Li DLCD CERTIFICATION I certify as a representative of the Dearman and condicus and the terms and the terms and condicus and the terms and the terms and the terms and the terms and the te	ne FOR DLCD Use partment of Land Conservation tions of the grant and that payme itions of the grant for the reasons standard be issued.	14. Add 16. Date 17. Date 18. Date 19. Date 19. Date	ther certify that all rectinal payment. Iters where payment is to the Payment Submitted NLY Do Note the payment (DLCD), that the payment of \$	o be sent o be write Belthe Grantee: should be	ow This Line

Department of Land Conservation and Development 2019-2021 Planning Technical Assistance Grant Agreement Interim Reimbursement and Closeout Form Instructions

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

General Instructions and Reminders

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at DLCD.GFGrant@state.or.us. In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final payment has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Closing Date of this Agreement.

Completing the Form

Please show total actual expenditures only of DLCD grant award and local contributions.

<u>First row</u>: DLCD will complete the Grantee Name and Grant Number. In the Final Payment box, highlight or circle "No" for interim payments and "Yes" for final closeouts.

<u>Second row</u>: DLCD will complete Agreement start and close dates. Complete the "Period covered by this payment" The form includes separate boxes for "from" and "to." Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the payment descriptions in the "Schedule, Products, and Budget" section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- "DLCD Grant Expenditures, Previous Reported" column -- should be blank if the submission is Payment 1. If the request is for a second or later interim payment or final closeout, enter the sum of previous payments in this "Previously Reported" column.
- "DLCD Grant Expenditures, This Payment" column captures and identifies expenditures for the products that are currently being submitted for review and payment.
- "DLCD Grant Expenditures, Cumulative" column simply the total of the two previous columns.
- "DLCD Grant Expenditures, Transactions" Complete items 1–4 as applicable and item 5, total in the "Previously Reported" column if applicable and in the 'This Payment" column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.
 - o **1. Salary and Benefits** includes the grantee's staff time, including Other Personnel Expenses. Receipts are not required with this report submission.
 - o **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.

- 3. Contracts include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
- **4. Other -** Provide a brief explanation and cost breakdown for amounts listed as "Other." Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
- o **5. Totals** Sum the categories of grant expenditures in the Previously Reported, This Payment, and Cumulative columns. The Total payments at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the payment request from line 5 "DLCD Grant Expenditures This Payment" on line 11.

<u>Certification</u>: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where payment should be sent must be provided in cell 14.
- The signature under "Signature of Authorized Certifying Official" must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a payment can be issued, all grant products, required documentation, and the signed reimbursement request form must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the payment schedule as identified in the Grant Agreement when submitting a request for payment or closeout.

A signed cover letter, completed and signed reimbursement request form, and completed Products can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at <u>DLCD.GFGrant@state.or.us</u>, or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 503-934-0054) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

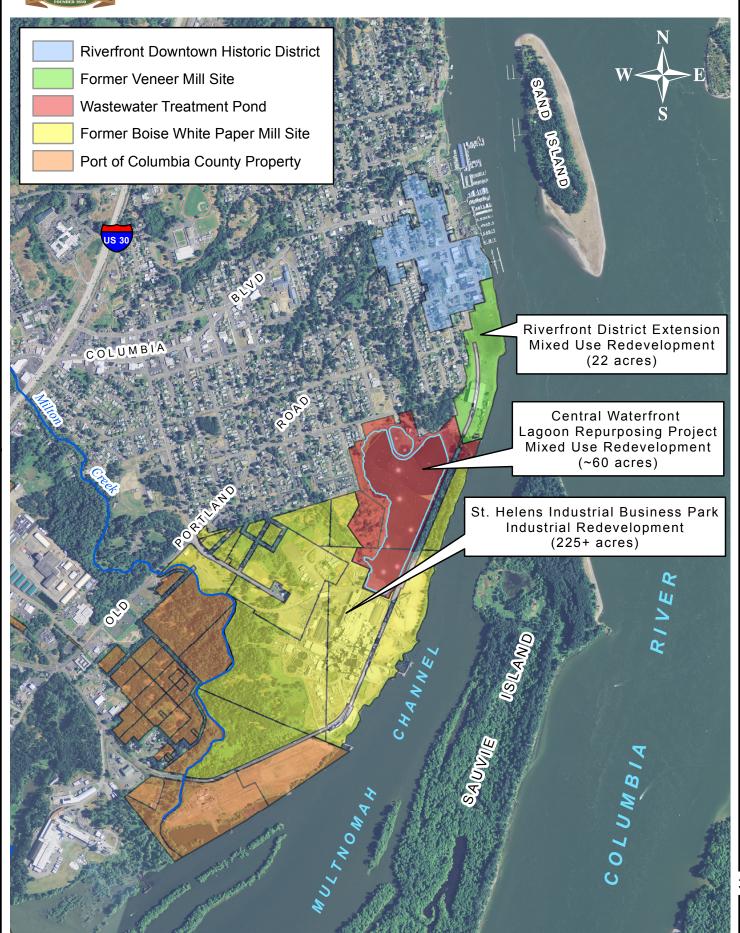
Grants Administrative Specialist Department of Land Conservation and Development 635 Capitol St. NE Suite 150 Salem, OR 97301



Aerial Photo; 2009; City of St. Helens

Waterfront Redevelopment Project

Attachment D



PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the **City of St. Helens** (the "City"), an Oregon municipal corporation, and **3J Consulting** ("Contractor").

RECITALS

- **A.** The City is in need of consulting services to develop a St. Helens Industrial Business Park Master Plan which includes a Parcelization Framework and an Infrastructure Funding Plan and the Contractor is qualified and prepared to provide such services.
- **B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

- 1. **Engagement.** The City hereby engages Contractor to provide services ("Services") related to the St. Helens Industrial Business Park Master Plan and Contractor accepts such engagement. The principal contact for Contractor shall be Steve Faust, phone 503-946-9365 ext. 207. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.
- 2. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on May 31, 2021. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.
- **3. Compensation.** The terms of compensation for the initial term shall be as provided in Attachment C.

4. Payment.

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

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

- **4.3** The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.
- **4.4** Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.
- **4.5** Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.
- 5. **Document Ownership.** Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.
- **6. Notices.** All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens

Attn: Jennifer Dimsho 265 Strand Street St. Helens OR 97051

CONTRACTOR: 3J Consulting

Attn: Steve Faust, AICP

9600 SW Nimbus Avenue Suite 100

Beaverton, OR 97008

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

- 7. **Standard of Care.** Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.
- **8.** Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by

one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

9. Insurance.

- **9.1** At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.
- 9.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.
- **9.3** Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.
- 9.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).
- **9.5** The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.
- 10. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.
- 11. **No Third-Party Rights.** This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.
- **12. Modification.** Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.
- 13. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.
- 14. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend (to the extent covered by insurance), indemnify and hold harmless the City and its officers, employees, elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts,

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

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

16. Compliance with Law.

- **16.1** Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.
- 16.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.
- **16.3** Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.
- 16.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.
- 16.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No.____]
- 17. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.
- 18. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.
- 19. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.
- **20. Assignment.** This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

21. Default.

- **21.1** A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.
- **21.2** Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.
- 21.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.
- 21.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.
- **22. Attorney Fees.** If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

23. Inspection and Audit by the City.

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

- 23.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.
- **23.3** This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.
- **24. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.
- **25. Severance.** If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.
- **IN WITNESS WHEREOF,** the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:	CONTRACTOR:
CITY OF ST. HELENS Council Meeting Date: 01/15/19	3J Consulting
Signature: Print: Title:	_ Print:
Date:	_ Date:
APPROVED AS TO FORM:	
By:City Attorney	_

PROJECT PURPOSE STATEMENT

The St. Helens Industrial Business Park Master Plan will assess existing conditions including the physical network of buildings, private access roads, storm, water, and sewer infrastructure and including a private water and sewer system and related exclusive use agreement. In addition, the project will define targeted industrial users with an updated market analysis, provide a framework for parcelization, and develop a phased infrastructure funding plan for sewer, water, storm, streets, and power. (The attached map identifies the Master Plan Area in yellow.)

PROJECT OVERVIEW AND MANAGEMENT

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manager. Specific Project management duties of Grantee will include:

- a. Organizing and managing the advisory committee;
- b. Selecting a consultant and contracting for consultant services;
- c. Overseeing consultant work described in this Project Description;

Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation

Advisory Committees

City staff, the Port of Columbia County, current users of the St. Helens Industrial Business Park, adjacent property owners, City Councilors, and other City and County stakeholders will convene as an Advisory Committee, as appropriate, throughout the project. In addition, the major deliverables of the project will be shared with the public for feedback before and after completion.

Instead of a technical advisory committee, this project will have a Project Management Team (PMT) comprised of City staff, the consultant team, and a DLCD representative, as needed. City staff includes two planners, the City Administrator (as needed), the City Engineer (as needed), and the City's Government Affairs and Project Support Specialist. Additional stakeholders who may be involved in the Existing Physical Conditions Memo include existing industrial users of the site. Additional stakeholders who may be involved in the Updated Market Analysis include the Port of Columbia County, the currently industrial users, and the Oregon Manufacturing Innovation Center.

Agency Role

DLCD will provide financial, administrative and technical assistance to the Project. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized. DLCD recognizes the St. Helens Business Park Master Plan will inform, but will not bind, future land use decisions of the cooperating jurisdictions.

DLCD will provide financial, administrative and technical assistance to the Project. DLCD recognizes that the St. Helens Industrial Business Park Master Plan will inform future land use decisions by the city.

Consultant Role

The Project will use consultant services to perform technical analysis related to the St. Helens Industrial Business Park Master Plan. The consultant is expected to assess existing conditions, provide a framework for parcelization, and develop a phased infrastructure funding plan for sewer, water, storm, streets, and power. The consultant is expected to attend regular meetings of the PMT and to assist local planning staff in presentations to planning commissions and elected officials.

Project Meeting Materials

Written Project documents or memorandum prepared by the consultant shall be provided to Grantee in digital format at least one week prior to any scheduled PMT meeting.

Grantee shall prepare meeting agendas and summaries for each PMT meeting. Grantee shall distribute meeting materials to project committee members at least five (5) working days prior to any scheduled meeting.

Project Schedule

The schedule identified in "Schedule, Products, and Budget" section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is May 31, 2021.

Expectations for All Written and Graphic Products

All reports and Products will be delivered to the DLCD Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this Agreement in a digital media format. The term "digital media" means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

PROJECT REQUIREMENTS

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

- 1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
- 2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
- 3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: "This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon."
- 4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.

- 5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
- 6. Grantee will obtain DLCD approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
- 7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
- 8. Grantee will complete the following by within 2 weeks of the date of the signed agreement:
 - Identify the name, address, telephone number, and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
- 9. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
- 10. Grantee will consult closely with the DLCD Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.
- 11. Grantee will coordinate and provide notice to DLCD, and the advisory committee and project management team members and any other agencies and organizations listed in the project overview and management section, of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
- 12. Grantee will consult with the DLCD Grant Manager and in the development of Products and provide an opportunity for timely review of all draft Products.
- 13. Grantee will submit a written status report quarterly and at the request of the DLCD Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C. Quarterly reports shall be submitted in, June 2020, September 2020, December 2020 (or with interim payment), and March 2021.
- 14. DLCD will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.
- 15. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCD's payment obligations under this Agreement are conditioned upon DLCD receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCD in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.

- 16. Grantee will not use or charge grant funds provided under this Agreement for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to Grantee. Grantee may use grant funds to pay for Product(s) produced by consultant(s).
- 17. Grantee will not use grant funds provided under this Agreement for any regularly scheduled or other scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled or other scheduled meetings and hearings.

GIS Requirements

- 18. If a new comprehensive map or zoning map is created or an existing map is revised or updated, the Product(s) must be submitted in an electronic form compatible with Environmental Systems Research Institute's (ESRI) file formats (coverage, shapefile or geodatabase).
- 19. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at http://www.oregon.gov/geo/Pages/standards.aspx, "Oregon GIS Data Standards and Best Practices." The projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.
- 20. DLCD may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCD may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCD owns as Product(s) under Grant Agreement Section 11.
- 21. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCD Grant Manager.

SCHEDULE, PRODUCTS, AND BUDGET

Pre-Task Submittals

The contract in Project Requirement 7 and the report in Project Requirement 8 in this Project Description and Budget will be submitted.

Timeline: By the dates specified in those requirements.

Pre-task report budget: \$0

Task 1: Project Management

The project management team (PMT) will conduct a project kickoff-meeting for appropriate parties to review project goals, identify needed background information and resources, and confirm project scope and schedule. In order to assure the project is progressing in accordance with the overall project plan, the PMT will conduct regular project management meetings by phone and in-person as needed to track progress on key tasks and deadlines, identify unanticipated issues and develop alternative approaches as needed. Monthly progress reports and invoices shall be provided which describe the activities undertaken and estimate the percent completion of each task. Page 11 of 18

TA-21-176

42

Task 1 Products: Monthly progress reports and invoices

Task 1 timeline: January 1, 2020 to January 1, 2021

Task 1 budget: \$2,000

Task 2: Parcelization Framework

Task 2. Parcelization Framework

Prepare a Parcelization Framework document that includes the location, size, and phasing of development blocks, streets, easements, and utilities. The framework will draw upon the two interim deliverables described in Tasks 2.1, 2.2, and 2.3

Task 2.1. Existing Physical Conditions

Through a review of documentation provided by the City, meetings with key stakeholders and a site visit, prepare a memorandum and existing utility map that details relevant information on the existing infrastructure within the study area. The memorandum will detail the existing public water, storm, and sewer providing service to the site, existing lease and purchase/sale agreements (if publicly available), exclusive PGE power agreement and existing power sub-station, boundary survey (2018), wetland delineation (2019), floodplain and floodway, existing private access roads, existing buildings, brownfield/environmental conditions including the South 80 Landfill, and the Willamette Greenway Overlay.

Specific information pulled from these documents will be gathered, reviewed and compiled into a base map using GIS and may include:

- Property lines and ownership
- Right-of-way lines
- Existing known easements
- Existing Private and Public water, storm and sewer utilities
- Known wetland delineations
- 100-yr flood plain flood way elevations
- Existing roadways
- Aerial photographs

A draft memo and existing utility map will be reviewed by the project management team and other key stakeholders as determined by the City. Comments will be incorporated into the final Existing Conditions Memorandum.

Task 2.2. Existing Reports/Plans

Through a review of documents provided by the City, prepare a memorandum that details relevant information from previous land use decisions, environmental assessments, City Council vision for economic development, the Framework Plan (2016), and the Riverfront Connector Plan (2019). Specific information pulled from these documents may include:

- Buildable lands inventory for the project area
- Existing and proposed land uses within and adjacent to the project area (including existing and future recreational uses)
- Property lines and ownership

- Inventory of building locations and conditions
- Current and proposed transportation connections
- Physical trails and visual linkages and corridors
- Desired industry types
- Statewide Planning Goal 5 Resources
- Known Endangered Species Act and Oregon-listed and sensitive species
- Known hazardous materials sites

A draft memo will be reviewed by the project management team and other key stakeholders as determined by the City. Comments will be incorporated into the final Existing Reports Memo.

Task 2.3. Updated Market Analysis

This analysis will update existing market analyses to inform potential parcel size and industrial users based on regional industrial climate. This analysis will include any potential water-dependent users. Activities will include interviewing key stakeholders including current users, the Port of Columbia County and the Oregon Manufacturing Innovation Center.

Task 2 Products: Existing Conditions Memorandum, Existing Reports Memorandum, Updated Market Analysis, Parcelization Framework

Task 2 timeline: January 1, 2020 to December 31, 2020

Task 2 budget: \$33,000

Task 3: Infrastructure Funding Plan

The Infrastructure Financing Plan will use the layout of the parcelization framework to develop a phased infrastructure financing plan for public utilities, including the streets, water, sewer, storm, and power. The plan will develop estimates for the infrastructure and make recommendations for potential revenues for each infrastructure type and outline a set of capital funding strategies.

A Draft Infrastructure Funding Plan will be reviewed by the project management team and other key stakeholders as determined by the City. Comments will be incorporated into the final Infrastructure Funding Plan.

Task 3 Products: Infrastructure Funding Plan

Task 3 timeline: October 1, 2020 to May 1, 2020

Task 3 budget: \$15,000

Final Payment

Reimbursement of **up to \$50,000** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 1, 2, and 3. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 31, 2021.**

ATTACHMENT B INSURANCE REQUIREMENTS

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

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

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

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

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

Certificates of Insurance shall be forwarded to:

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

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

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

ATTACHMENT C Terms of Compensation

Budget Summary

Task 1 – Project Management		\$2,000
Task 2 – Parcelization Framework		\$33,000
Task 3 – Infrastructure Funding Plan		\$15,000
	TOTAL	\$ 50,000

LEASE

DATED: January _____, 2020

BETWEEN: Masonic Building, LLC (Landlord)

AND: City of St. Helens, a Municipal Corporation (Tenant)

Tenant wishes to lease from Landlord the following described property, hereinafter referred to as "the Premises": 231 South 1st and 235 South 1st Street St. Helens, OR consisting of the upper and lower floors of the premises known as "Masonic Building, LLC". If the Premises consist of a portion but not all of a building, the building housing the Premises is hereinafter referred to as "the Building".

Term: Two (2) Year Lease - January 1, 2020 to December 31, 2021

Rent: Base rent for property shall be as set forth as follows:

\$3,000 (Three-Thousand Dollars) per month

Tenant acknowledges that this is a discounted rent over the two-year term. In compensation for the discounted rent paid to Landlord, Tenant has agreed to make tenant improvements to the building \$30,000 ("Discounted Compensation"). This is in addition to tenant obligations outlined in section(s) 1, 3, 4, and 5 of Lease.

- a) Ceiling & wall repair in stairway and kitchen.
- b) Replacement of bathroom fixtures on the upper floor restrooms.
- c) Replacement of kitchen laminate.
- d) Stairway tread improvement.

Tenant shall submit receipts to Landlord upon completion of said work to be credited to "Discounted Compensation".

Should Tenant fail to make such improvements, Landlord shall make such improvements to the "building" and charge back to Tenant for such improvements, not to exceed the cumulative total of \$30,000.

Rent for the FIRST month of the lease term has been paid upon execution of this Lease. All rent is payable in advance on the first day of each calendar month. If Landlord consents, Tenant may occupy the Premises prior to such commencement date upon compliance with all terms of this Lease.

Delivery of possession shall occur when the Premises are occupied by tenant or are ready to be occupied by Tenant with all work to be performed by Landlord substantially completed. No notice shall be required from Landlord if the Premises are ready on the date set for commencement of the term or on the first business day thereafter. If landlord is unable to deliver; possession of the Premises to Tenant because of strikes, acts of God, or any other cause beyond Landlord's control, then Tenant may take possession when Landlord notified Tenant that the Premises are ready for possession, and the term of this Lease shall commence on the first day of

the first month following such date and continue for the specified number of months thereafter, notwithstanding the commencement and termination dates stated above. Tenant shall owe no rent and neither party shall have the right to terminate except that Landlord may cancel this Lease without liability if permission to construct, use or furnish necessary utilities to the Premises is denied or revoked by any governmental agency or public utility with such authority.

This Lease is subject to the following additional terms to which the parties agree:

Tenant, at Tenants expense, shall be responsible for all interior remodeling including, but not limited to, electrical, plumbing, HVAC, storefront and restroom. All construction plans will require prior landlord consent and meet all applicable building codes. If any law or governmental regulation prevents such use, Tenant may use the Premises for other reasonable uses. Tenant may also use premises for other reasonable commercial uses with prior consent of Landlord.

1. Use of Premises.

- a) Tenant shall use the Premises only for the purpose of conducting the following business: Events sponsored by the City of St. Helens.
- b) In connection with its use, Tenant shall, at its expenses, comply with all applicable laws, ordinances, and regulations of any public authority, including those requiring alteration of the Premises because of Tenant's specific use; shall create no nuisance nor allow any objectionable liquid, odor or noise to be emitted from the Premises; shall store no gasoline or other highly combustible materials on the Premises which would violate any applicable fire code or regulation nor conduct any operation that will increase Landlord's fire insurance rates for the Premises; and shall not overload the floors or electrical circuits of the Premises; and shall not overload the power-driven machinery by Tenant and may select a qualified electrician whose opinion will control regarding electrical circuits and a qualified engineer or architect whose opinion will control regarding floor loads. Allowable ground floor load shall be 300 pounds per square foot.
- c) Tenant may erect a sign stating its name, business and product after first securing Landlord's written approval of the size, color, design, wording and location, and all necessary governmental approvals. No signs shall be painted on the Building or exceed the height of the Building. All signs installed by Tenant shall be removed upon termination of this Lease with the sign location restored to its former state.
- d) Tenant shall make no alterations, additions, or improvements to the Premises or change the color of the exterior without Landlord's prior written consent and without a valid building permit issued by the appropriate governmental agency. Upon termination of this Lease, any such alterations, additions, or improvements (including without limitation all electrical, lighting, plumbing, heating and air-conditioning equipment, doors, windows, partitions, draper, carpeting, shelving, counters, and physically attached fixtures) shall at once become part of the realty and belong to Landlord unless the terms of the applicable consent provide otherwise, or Landlord requests that part or all of the additions, alterations, or improvements be removed. In such case, Tenant shall at its sole cost and expense promptly remove the specified additions, alterations, or improvements and repair and restore the Premises to its original condition.

2. Security Deposit

Tenant has deposited with Landlord the sum of \$3,000, (Three Thousand Dollars) hereinafter referred to as "the Security Deposit," to secure the faithful performance by Tenant of each term, covenant, and condition of this Lease. If Tenant shall at any time fail to make any payment or fail to keep or perform any term, covenant, and condition on its part to be made or performed or kept under this Lease, Landlord may, but shall not be obligated to and without waiving or releasing Tenant from any obligation under this Lease, use, apply or retain the whole or any part of the Security Deposit (i) to the extent of any sum due to Landlord; or (ii) to make any required payment on Tenant's behalf; or (iii) to compensate Landlord for any loss, damage, attorneys fees, or expense sustained by Landlord due to Tenants default. In such event, Tenant shall within 10 days of written demand by Landlord, remit to Landlord sufficient funds to restore the Security Deposit to its original sum. Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. Should Tenant comply with all of the terms, covenants, and conditions of this Lease and at the end of the term of this Lease leave the Premises in the condition required by this Lease, then the Security Deposit, less any sums owing to Landlord, shall be returned to Tenant (or, at Landlord's option, to the first assignee of Tenant's interests hereunder) within 30 days after the termination of this Lease and vacancy of the Premises by Tenant.

3. Utility Charges; Maintenance

- a) Tenant shall pay when due all charges for electricity, natural gas, water, garbage collection, janitorial service, sewer, and all other utilities of any kind furnished to the Premises during the lease term. If charges are not separately metered or stated, Landlord shall apportion the utility charges on an equitable basis. Landlord shall have no liability resulting from any interruption of utility services caused by fire or other casualty, strike, riot, vandalism, the making of necessary repairs or improvements, or any other cause beyond Landlord's reasonable control. Tenant shall control the temperature in the Premises to prevent freezing of any pipes or sprinkler system.
- b) Landlord shall repair and maintain the roof, gutters, down spouts, exterior walls, building structure, foundation, exterior paved areas, landscaping and exterior lighting and curbs of the Premises in good condition. Except for such obligations of landlord, Tenant shall keep the Premises neatly maintained and in good order and repair. Tenant's responsibility shall include maintenance and repair of the electrical system, plumbing drainpipes to sewers, air-conditioning and heating systems, overhead and personnel doors, and the replacement of all broken or cracked glass with glass of the same quality. Tenant shall refrain from any discharge that will damage the septic tank or sewers serving the Premises. It shall be Tenant's responsibility to utilize chair pads in all areas where chairs or other rolling equipment may damage floorcovering.
- c) If the Premises have separate entrance, Tenant shall keep the sidewalks abutting the Premises or the separate entrance free and clear of snow, ice, debris, and obstructions of every kind.

4. Taxes, Assessments, and Operating Expenses.

Property taxes – The City is exempt from paying property taxes for public uses, it is not anticipated that any taxes will become due on the apportioned property. Any taxes due will be the responsibility of the Tenant. Tenant will file all paper work necessary for exempt status.

- a) In conjunction with monthly rent payments, Tenant shall each month pay a sum representing Tenant's proportionate share of operation expenses for the Premises. Landlord shall annually estimate such amount in good faith to reflect actual or anticipated costs. Upon termination of this Lease or at periodic intervals during the term hereof, Landlord shall compute its actual costs for such expenses during such period. Any overpayment by Tenant shall be credited to Tenant, and any deficiency shall be paid by Tenant within 15 days after receipt of Landlord's statement.
- b) Operating expenses charged to Tenant hereunder shall include all usual and necessary costs of operating and maintaining the Premises, Building, and any surrounding common areas including, but not limited to, maintenance of the roof, gutters, down spouts, exterior walls, exterior lighting and curbs of the Premises, the cost of all utilities or services not paid directly by Tenant, property insurance, property management, maintenance and repair of landscaping, parking areas, and any other common facilities.

5. Parking and Storage Areas

- a) Tenant, its employees, and customers shall control the use of such parking spaces so that there will be no unreasonable interference with the normal traffic flow, and shall permit no parking on any landscaped or unpaved surface. Under no circumstances shall trucks serving the Premises be permitted to block streets.
- b) Tenant shall not store any materials, supplies, or equipment outside in any unapproved or unscreened area. If Tenant erects any visual barriers for storage areas, Landlord shall have the right to approve the design and location. Trash and garbage receptacles shall be kept covered at all times.

6. Tenant's Indemnification; Liability Insurance

- a) Tenant shall not allow any liens to attach to the Premises as a result of its activities. Tenant shall indemnify and defend Landlord from any claim, liability, damage, or loss arising out of any activity on the Premises by Tenant, its agents, or invitees or resulting from Tenant's failure to comply with any term of this Lease.
- b) Tenant shall carry general liability insurance on an occurrence basis with combined single limits of not less than \$1,000,000. Such insurance shall be provided by an insurance carrier reasonably acceptable to Landlord and shall be evidenced by a certificate delivered to Landlord stating that the coverage will not be canceled or materially altered without 10 days' advance written notice to Landlord. Landlord shall be named as an additional insured on such policy.

7. Property Damage; Subrogation Waiver

- a) If fire or other casualty damage to the Building or the Premises in an amount exceeding 30 percent of the full construction-replacement cost of the Building or Premises respectively, Landlord may elect to terminate this Lease as of the date of the damage by notice in writing to Tenant within 30 days after such date. Otherwise, Landlord shall promptly repair the damage and restore the Premises to their former condition as soon as practicable. Rent shall be reduced during the period to the extent the Premises to their former condition as soon as practicable. Rent shall be reduced during the period to the extent the Premises are not reasonably usable for the use permitted by this Lease because of such damage and required repairs.
- b) Landlord shall be responsible for insuring the Building, and Tenant shall be responsible for insuring its personal property and trade fixtures located on the Premises.
- c) Neither party shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risk covered by a standard fire insurance policy with extended coverage and sprinkler leakage endorsements, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

8. Condemnation.

If a condemning authority takes the entire Premises or a portion sufficient to render the remainder unsuitable for Tenant's use, then either party may elect to terminate this Lease effective on the date that title passes to the condemning authority. Otherwise, Landlord shall proceed as soon as practicable to restore the remaining Premises to a condition comparable to that existing at the time of the taking. Rent shall be abated during the period of restoration to the extent the Premises are not reasonably usable by Tenant, and rent shall be reduced for the remainder of the term in an amount equal to the reduction in rental value of the Premises caused by the taking. All condemnation proceeds shall belong to Landlord.

9. Assignment and Subletting.

- a) Tenant shall not assign its interest under this Lease nor sublet the Premises without first obtaining Landlord's consent in writing. This provision shall apply to all transfers by operation of law or through mergers and changes in control of Tenant. No assignment shall relieve Tenant of its obligation to pay rent or perform other obligations required by this Lease and no one assignment or subletting shall be a consent to any further assignment or subletting. If Tenant assigns this Lease or sublets the Premises for an amount in excess of the rent called for by this Lease (Prorated \$2,000 for 1st floor, \$1000 for 2nd floor), such excess shall be paid to Landlord promptly as it is received by Tenant.
- b) Subject to the above limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective, heirs, successors, and assigns.

10. Default

Any of the following shall constitute a default by Tenant under this Lease:

- a) Tenant's failure to pay rent or any other charge under this Lease within 10 days after it is due, or failure to comply with any other term or condition within 20 days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the 20 day period, this provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.
- b) Tenant's insolvency; assignment for the benefit of its creditors; Tenant's voluntary petition in bankruptcy or adjudication as bankrupt, or the appointment of a receiver for Tenant's properties.

11. Remedies for Default

In case of default as described in paragraph 10 above, Landlord shall still have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

- a) Terminate this Lease without relieving Tenant from its obligation to pay damages.
- b) Retake possession of the Premises by summary proceedings or otherwise, in which case Tenant's liability to Landlord for damages shall survive the tenancy. Landlord may, after such retaking of possession, relet the Premises upon any reasonable terms. No such reletting shall be construed as an acceptance of a surrender of Tenant's leasehold interest.
- c) Recover damages caused by Tenant's default which shall include reasonable attorney's fees at trial and on any appeal therefrom. Landlord may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease equal to the difference between the rent under this Lease and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the rate of 6 percent per annum.
- d) Make any payment or perform any obligation required of Tenant so as to cure Tenant's default, in which case Landlord shall be entitled to recover all amounts so expended from Tenant~ plus interest at the rate of 10 percent per annum from the date for the expenditure.

12. Surrender on Termination

a) On expiration or early termination of this Lease, Tenant shall deliver all keys to Landlord, have final utility readings made on the date of move out, and surrender the Premises clean and free of debris inside and out, with all mechanical, electrical and plumbing systems in good operating condition, all signing removed and defacement corrected; and all repairs called for under this Lease completed. The Premises shall be delivered in the same condition as at the

commencement of the term, subject only to depreciation and wear from ordinary use. Tenant shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove said property shall be abandonment of same, and Landlord may dispose of it in any manner without liability.

b) If Tenant fails to vacate the Premises when required, including failure to remove all its personal property, Landlord may elect either: (i) to treat Tenant as a tenant from month to month, subject to all provisions of this Lease except the provision for the term and at a base rental of 120 percent of that specified in this Lease; or (ii) to eject Tenant from the Premises and recover damages caused by wrongful holdover.

13. Landlord's Liability

- a) Landlord warrants that so long as Tenant complies with all terms of this Lease it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by Landlord or person claiming through Landlord.
- b) All persons dealing with the Landlord must look solely to the property and assets of Landlord for the payment of any claim against Landlord or for the performance of any obligation of Landlord as neither the Landlord, employees, nor agents of Landlord assume any personal liability for obligations entered into on behalf of Landlord (or its predecessors in interest) and their respective properties shall not be subject to the claims of any person in respect of any such liability or obligation. As used herein, the words "property and assets of partnership" exclude any rights of Landlord for the payment of capital contributions or other obligations to it by the general partner or any limited partner in such capacity.

14. Mortgage or Sale by Landlord; Estoppel Certificates

- a) This Lease is and shall be prior to any mortgage or deed or trust ("Encumbrance") recorded after the date of this Lease and affecting the Building and the land upon which the Building is located. However, if any lender holding an Encumbrance secured by the Building and the land underlying the Building requires that this Lease be subordinate to the encumbrance, then the Tenant agrees that this Lease shall be subordinate to the Encumbrance if the holder thereof agrees in writing with Tenant that so long as Tenant performs its obligations under this Lease no foreclosure, deed given in lieu of the foreclosure, or sale pursuant to the terms of the Encumbrance, or other steps or procedures taken under the encumbrance shall affect Tenant's rights under this Lease. If the foregoing condition is met, Tenant shall execute the written agreement and any other documents required by the holder of the Encumbrance to accomplish the purposes of this paragraph.
- b) If the Building is sold as a result of foreclosure of any Encumbrance thereon or otherwise transferred by Landlord or any successor, Tenant shall attorn to the purchaser or transferee, and the transferor shall have no further liability hereunder.
- c) Either party shall within 20 days after notice from the other execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The

certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

15. Disputes- Attorneys' Fees.

If and whenever any dispute or question shall arise between the Lessor and Lessees touching these presents or anything herein contained, or in the construction hereof, or the rights, duties and liabilities of either party in relation to the premises, the matter in difference shall be settled by arbitration in the following manner: each party to this agreement shall appoint an arbitrator. If the two arbitrators so appointed cannot agree within five (5) days after their appointment, they will select a third arbitrator. The decision in writing of the three arbitrators, or any two of them, shall be final and binding upon the parties herein, who shall conform to and abide by said decision. If either party fails to appoint an arbitrator within five (5) days after notice in writing requiring them to do so, the arbitrator appointed by the other party shall act for both, and their decision in writing shall be final and binding upon both parties as if he had been appointed by consent and both parties hereto shall conform to and comply therewith. In determining any right of the Lessor to possession of the demised premises the Lessor may, at their option, resort to arbitration or may employ the remedies provided by Law.

16. Severability

If any provision of this Lease is held to be invalid, unenforceable or illegal the remaining provision shall not be affected and shall be enforced to the fullest extent permitted by law.

17. Interest and Late Charges

Rent not paid within 10 days of when due shall bear interest from the date due until paid at the rate of 10 percent per annum. Landlord may at its option impose a late charge of \$.05 for each \$1.00 of rent payments made more than 10 days late in addition to interest and other remedies available for default.

18. General Provisions

- a) Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.
- b) Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.
- c) Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Lease, to make necessary repairs to the Building or the Premises,

or to show the Premises to any prospective tenant or purchasers. During the last two months of the term, Landlord may place and maintain upon the Premises notices for leasing or sale of the Premises.

- d) If this Lease commences or terminates at a time other than the beginning or end of one of the specified rental periods, then the rent (including Tenant's share of real property taxes, if any) shall be prorated as of such date, and in the event of termination for reasons other than default all prepaid rent shall be refunded to Tenant or paid on its account, with the exception of prorated credit of construction costs.
- e) Notices between the parties relating to this Lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this Lease or to such other address as either party may specify by notice to the other. Rent shall be payable to Landlord at the same address and in the same manner.

19. Environmental

- a) <u>Definitions</u>. The term "Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term "Hazardous Substance" shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.
- b) <u>Use of Hazardous Substances</u>. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of or otherwise released on or under the Premises, Tenant may use and sell on the Premises only those Hazardous Substances typically used and sold in the prudent and safe operation of the business permitted by Section 1 of this Lease. Tenant may store such Hazardous Substances on the Premises, but only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled or stored on the Premises.
- c) <u>Notices.</u> Tenant shall immediately notify Landlord upon becoming aware of the following: (a) any spill, leak, or disposal or other release of a Hazardous Substance on, under or adjacent to the Premises; (b) any notice or communication from a governmental agency or any other person relating to any Hazardous Substance on, under or adjacent to the Premises; or (c) any violation of any Environmental Law with respect to the Premises or Tenant's activities on or in connection with the Premises.
- d) <u>Spills and Releases</u>. In the event of a spill, leak, disposal or other release of a Hazardous Substance on or under the Premises caused by Tenant or any of its contractors, agents or employees or invitees, or the suspicion or threat of the same, Tenant shall (i) immediately undertake all emergency response necessary to contain, cleanup and remove the released Hazardous Substance, (ii) promptly undertake all investigatory, remedial, removal and other response action necessary or appropriate to ensure that any Hazardous Substances contamination is eliminated to Landlord's reasonable satisfaction, and (iii) provide Landlord copies of all

correspondence with any governmental agency regarding the release (or threatened or suspected release) or the response action, a detailed report documenting all such response action, and a certification that the contamination has been eliminated. All such response action shall be performed, all such reports shall be prepared and all such certifications shall be made by an environmental consultant reasonably acceptable to Landlord.

- e) <u>Condition Upon Termination</u>. Upon expiration of this Lease or sooner termination of this Lease for any reason, Tenant shall remove all Hazardous Substances and facilities used for the storage or handling of Hazardous Substances from the Premises and restore the affected areas by repairing any damage caused by the installation or removal of the facilities. Following such removal, Tenant shall certify in writing to Landlord that all such removal is complete.
- f) <u>Assignment and Subletting</u>. Notwithstanding the provisions of paragraph 9 of this Lease, it shall not be unreasonable for Landlord to withhold its consent to any assignment, sublease or other transfer of the Tenant's interest in this Lease if a proposed transferee's anticipated use of the Premises involves the generation, storage, use, sale, treatment, release or disposal of any Hazardous Substance.

g) Indemnity

- i) By Tenant. Tenant shall indemnify, defend and hold harmless Landlord, its employees and agents, any persons holding a security interest in the Premises, and the respective successors and assigns of each of them from and any and all claims, demands, liabilities, damages, fines, losses, costs (including without limitation the cost of any investigation, remedial, removal or other response action required by Environmental Law) and expenses (including without limitation attorneys' fees and expert fees in connection with any trial, appeal, petition for review or administrative proceeding) arising out of or in any way relating to the actual or alleged use, treatment, storage, generation, transport, release, leak, spill, disposal or other handling of Hazardous Substances on the Premises by Tenant or any of its contractors, agents or employees or invitees. Tenant's obligations under this section shall survive the expiration or termination of this Lease for any reason. Landlord's rights under this section are in addition to and not in lieu of any other rights or remedies to which Landlord may be entitled under this agreement or otherwise.
- ii) <u>By Landlord</u>. Landlord shall indemnify, defend and hold harmless Tenant and its employees and agents and the respective successors and assigns of each of them from and against any and all claims, demands, liabilities, damages, fines, losses, costs (including without limitation the cost of any investigation, remedial, removal or other response action required by Environmental Law) and expenses (including without limitation attorneys' fees and expert fees in connection with any trial, appeal, petition for review or administrative proceeding) arising out of or in any way relating to the actual or alleged use, treatment, storage, generation, transport, release, leak, spill, disposal or other handling of Hazardous Substances on the Premise by Landlord, or any of its contractors, agents or employees or by Landlord's previous tenants of the Premises. Landlord's obligations under this section shall survive the expiration or termination of this Lease for any reason. Tenant's rights under this section are in addition to and not in lieu of any other rights or remedies to which Tenant may be entitled under this Agreement or otherwise.

20. No Brokers.

Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. The provisions of this Section shall not apply to brokers with whom Landlord has an express written brokerage agreement.

21. Extension Option.

If the Lease is not then in default, Tenant shall have the option to extend this lease for a Two year term as follows:

- a) The extension term shall commence on the day following the date of termination of the preceding term.
- b) Rent during the first extension term shall be determined by Market Rate and length of extension.
- c) Each successive lease extension may be exercised by written notice to Landlord given not less than 90 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the Lease binding for the extension term without further act of the parties, who shall then be bound to the Base Rent for the extension term as set forth in clause (b) of this paragraph.
- d) The terms and conditions of the Lease shall apply to each extension term except for Base Rent for the extension term, which shall be as set forth in clause (b) of this paragraph.

22. Addendum to Lease Amendments.

By this reference, any addendum to the Lease attached hereto shall be made a part hereof, provided same is mutually agreed upon by both Landlord and Tenant, modified in writing, and signed by Landlord and Tenant at time of the modification.

23. Quiet Enjoyment

Landlord warrants that so long as Tenant complies with all terms of this Lease it shall be entitled to peaceable and undisturbed possession of the Premises, including truck access and staging, free from any eviction or disturbance by Landlord. Neither Landlord nor its managing agent shall have any liability to Tenant for loss or damages arising out of the acts, including criminal acts, of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building. No assets of Landlord, other than the Building, shall be liable for any judgment against Landlord.

As used herein, "Landlord" includes all employees and agents of Landlord and all heirs, successors and assigns of Landlord.

24. Common Areas

The sidewalks, passages, exits, entrances, and stairways of the Building shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress to and egress from Tenant's Premises. The passages, exits, entrances, and stairways are not intended for use by the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudicial to the safety, character, reputation or interest of the Building, Landlord or Tenant, provided that nothing herein contained shall be construed to prevent access by persons with whom Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE LANDLORD AND TENANT HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease as of the day and year first written above.

TENANT City of St. Helens	LANDLORD Masonic Building, LLC		
By:	By:		
Print Name:	Print Name: Elliot Michael, Member		
Date:	Date:		
Address for Legal Notices to Tenant: City of St. Helens 265 Strand Street St. Helens, OR 97051	Address for Notices/Rent Payments to Landlord Masonic Building, LLC 862 SE Oak Street Suite 1A Hillsboro, OR 97123		

APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS

City Council Meeting ~ January 15, 2020

Pending applications received:

	3		Date Application	Referred by Email
	<u>Name</u>	<u>Interest</u>	Received	To Committee(s)
•	Joshua Hughes	Arts & Cultural Commission	7/30/19	8/4/19
•	Andrea Luttrell	Arts & Cultural Commission	9/27/19	9/30/19
•	Walter Fowler	Various	10/28/19	10/29/19

Budget Committee (3-year terms)

Rachael Barry is employed by the City now and can no longer serve on the Budget Committee.

Status: Mayor Scholl has been soliciting interest from citizens.

Next Meeting: TBD

Recommendation: None at this time.

Library Board (4-year terms)

The Board added positions.

Heather Anderson-Bibler resigned. Her term expires 6/30/2021.

Status: Currently, there are two vacancies.

Next Meeting: February 10, 2020 Recommendation: None at this time.

Parks & Trails Commission (4-year terms)

Ben Tiscareno resigned. His term expires 12/31/2022.

Status: Currently, there is one vacancy. A press release was sent out on July 18, 2019 with a deadline of

August 15, 2019. To date, we have received one application.

Next Meeting: February 10, 2020 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.	LUCKE, Carison, C	John, Mortei	i, Peterson	
	Nays:	None			
				/s/ Randy Peterson	
ATTEST:				Randy Peterson, Mayor	
<u>/s/ Kathy Payı</u> Kathy Payne,		corder			

Avec. Looks Carlson Conn Morton Deterson

City of St. Helens

Parks & Trails Commission

October 14, 2019

Members Present: Howard Blumenthal

Carmin Dunn
Jerry Belcher
John Brewington
Elisa Mann
Paul Barlow
Jacob Woodruff
Lynne Pettit

Members Absent: None

Staff Present: Sheri Ingram

Sue Nelson Jenny Dimsho Matt Brown Doug Morten Rachael Barry

Others: Patrick Birkle

Marilyn Heaton Hank Lane Janet Oatney Chip Bubl

Martin McRoberts

- 1) Call Meeting to Order 4:02 p.m.
- 2) Approval of Minutes

2.A Approve Minutes of August 12, 2019

Motion: Upon Carmin Dunn's motion and Howard Blumenthal's second, the Commission unanimously approved the Minutes of August 12, 2019. [AYES: Howard Blumenthal, Carmin Dunn, Jerry Belcher, John Brewington, Elisa Mann, Paul Barlow, Jacob Woodruff, Lynne Pettit; Nays: None]

4) Councilor's Report

Morten talked about Sand Island and said maybe it would be a good idea to have Brad Hendrickson come in and give them a full report.

Motion: Upon Howard Blumenthal's motion and John Brewington's second, the Commission unanimously recommend that Brad Hendrickson come in and give them a report on Sand Island. [AYES: Howard Blumenthal, Carmin Dunn, Jerry Belcher, John Brewington, Elisa Mann, Paul Barlow, Jacob Woodruff, Lynne Pettit; Nays: None]

3) Topics from the Floor: From attendees not otherwise on the agenda

Pat Birkle wanted to bring up invasive and noxious weed control in the parks and in the city in general. He has sponsored SOLV cleanups but doesn't know if there are any programs in the city for removal and control of invasives, not just in natural areas but also in parks. He said about 10 years ago or more, the previous Parks Supervisor wanted to get a friends program going and he responded but they never got a formal group going but he did submit a volunteer form at that time to remove invasives at McCormick. A couple of weeks ago, he encountered a gentleman at the disc golf course who asked him what his authority was to remove the scotch broom. He thought he had approval from years ago but if he needs to do that again, it's ok. The guy got confrontational and angry because he wouldn't let Pat see his ID or take his picture. He claimed to have volunteered with the Parks Dept. and as Birkle walked away, the guy shouted he'd better not catch him there doing that ever again. He would have cooperated if the guy had been a City employee. Maybe the City could provide the volunteers with some kind of ID.

Belcher said a volunteer waiver needs to be signed each year and he needs to get Houk's permission so he knows when Birkle is doing it.

Morten said we could have some volunteer name tags made and Thad could give them out when people check in with him.

Nelson said they need to discuss on a staff level first. There could be issues like people could not return tags, etc.

5) **New Business**

5.A Term Expiration

Ingram said Blumenthal's term expires at the end of the year and asked if he was interested in serving another term and he said yes. Morten said the Council would consider it but they may want to put it out for other people to apply. It was pointed out that there is currently still a vacancy on the Commission and Blumenthal said if there is anyone out there who is interested, please apply.

Motion: Upon Elisa Mann's motion and Carmin Dunn's second, the Commission unanimously recommend the Council appoint Blumenthal for another term. [AYES: Howard Blumenthal, Carmin Dunn, Jerry Belcher, John Brewington, Elisa Mann, Paul Barlow, Jacob Woodruff, Lynne Pettit; Nays: None]

5.B Millard Road Property Park Designs

Dimsho had two options for the Millard Rd. property to go over. They have talked about this property in terms of its zoning and Parks & Trails made a recommendation to Council less than a year ago to move forward with a trail through the property and having the top half made into a park and the bottom half mixed use. There is an easement that is set to expire unless we get some improvement on this site to formalize the easement. It is off of Chase Rd. The first option is much larger than the second and it is challenging because of the wetlands on the property and they are trying to work around them. They feel like option 1 utilizes the wetlands to the benefit of the park. On option 2, they are trying to develop around the wetlands while staying away from the boundaries.

Option 1 has two ball fields and one is large enough to accommodate baseball and is also where they are proposing a turf outfield and having it be a multi-use field, not just for baseball. There is also a playground by the fields and an off-leash area on both designs. A lot of the site doesn't have trees so would be planted and take time to get established. There is an area with a natural overlook which would be a good place for a covered picnic shelter so both options have that feature. On Option 1, the parking lot is close to the access so there is less of the property developed with road. There is also a sport court, concession stand and restroom near the parking lot so it's easy to maintain.

The smaller park design has half the parking but can be easily expanded. Those are the major elements and she would like a motion on which one they like or both or elements of each to present to Council. John asked about phasing and Dimsho said as far as funding, you don't usually get a large sum at once so we would phase this in. Dunn asked what the building was on the map and Dimsho said that is the church and there is a house directly west of the parking lot but it is hundreds of feet away. Pettit thought it would be nice to have something like that in that area. Woodruff said option 1 has a high school sized field and the 13 year olds can only play at the high school right now. Brown said the reason there are two options is council requested it. The City did receive an offer for part of the property. Do we develop more of the property or develop less and use money from the sale elsewhere? Morten said the Council has heard numerous offers to sell and develop that property. Belcher doesn't think they should be short-sighted on growth. He thinks there are a lot more uses to this. Brewington said they made a recommendation a while back on zoning and recommended part of it being a senior living area. Morten said it is hard to mandate what someone else builds on the property. The Council said whatever they do should be a public benefit. Nelson said this is not the only option for park property on the west side. There is the undeveloped property off Ross Rd. that has been designated parks property. Dunn said fields are lacking so she thinks Option 1 is the way to go.

Motion: Upon Jacob Woodruff's motion and Carmin Dunn's second, the Commission unanimously recommend Option 1 to the Council. [AYES: Howard Blumenthal, Carmin Dunn, Jerry Belcher, John Brewington, Elisa Mann, Paul Barlow, Jacob Woodruff, Lynne Pettit; Nays: None]

6) Old Business

6.A Dalton Lake Plan Update

Pettit had a preliminary proposal for Dalton Lake. Signs would go up after ODOT approval. They would like to move forward with approval and starting passive improvements. She went through the plan page by page. Some of the things they would like to do are install a bike rack and doggy bag station. She likes the kiosk at Nob Hill and would like to put one at Dalton. They would like to procure materials and install signage including 15 tree and plant identification signs, interpretive signs, historical sign, trail directional signs. They would like to procure metal signs for kiosk. Instead of garbage cans, they would like "Pack it in/pack it out" signs and see how that goes. They would like a concrete bench and a Facebook page for friends of Dalton Lake. They want to work with SOLV, have Saturday walks, and press releases on changes.

She wants to get on agenda for a Columbia City meeting to be respectful of the neighbors. A gentleman asked if the park was open dawn to dusk, who would be responsible for making sure homeless are out of there? Pettit said that would be

addressed at a Council meeting with the police department. Marilyn Heaton was concerned about the pike rack and kiosk and what will happen with all of the traffic because 4th Street is a very narrow street. Pettit said it isn't on 4th Street. It will be at the gated area that goes into Dalton Lake on the Columbia River side. Hank Lane lives on 4th Street and he said people will be accessing the bike rack from both end and 4th Street is not being maintained so adding bicyclists to that will be a concern. Blumenthal said it is already a designated bike path from St. Helens to Columbia City.

Under future plans, they would like to acquire access to Dalton overlook and beach with easement or acquisition and ADA trail enhancements on the south trailhead going to the overlook and get right of access to the Madrona Ct. trail. It is on private property. The beach is on the lower east side that overlooks the river and it is private property half way through. The overlook is at the end the first trail on the right from the St. Helens end. They would like wood viewing platforms, boardwalks in wet places, bird blinds and swallow and bat houses and would like to involve the HS kids to build them. If "Pack It In signs" don't work, they would put trash containers at the north end and arrange for pickup. They want to clean the trail from Belton Road as an access to the Botanical Garden. It is on ODOT property and is pretty steep. They would like split rail fence at overlook with a danger sign and to add 3-4 designated parking spaces by Water Treatment Plant.

ODOT has a Cooperative Management Agreement with City on what they would do and how they would maintain it. It is all about passive improvements and staying within the bounds of the agreement will give the best chance for ODOT approval.

Janet Oatney thinks it's a great idea to turn it into a nature preserve. There are unique bird species there too so it is an important area. Her father-in-law is a big birder and has a huge list of all the bird species he has seen in that area. She hopes there will be some kind of plan to get rid of invasives. She snips ivy when she walks back in there. It provides flood storage so she wants to make sure they pay attention to drainage areas when they put trails in and keep the mitigation in mind. They need to make sure they pay attention to private property and people are respectful.

Chip Bubl said the area was designed to remove reed canary grass and increase the water level for waterfowl. It has to be kept at a minimum of two feet to keep the reed canary grass down and that was the ODOT mitigation plan when they widened Highway 30.

Martin McRoberts is from New Mexico and has a house in Columbia City that backs up to the land. They need to specify no firearms and need to do something other than Facebook because not everyone does Facebook. Between himself and Tom Meyer, they have identified 130 species of birds there.

Pettit would like them to approve the concept so they can move forward with the plans. They will call it the Dalton Lake Nature Preserve.

Dunn said they should talk to neighbors about drainage - yardwork - fertilizers draining into lake.

Motion: Upon Howard Blumenthal's motion and Elisa Mann's second, the Commission unanimously approve taking Dalton Lake Nature Preserve plan to City Council for their approval. [AYES: Howard Blumenthal, Carmin Dunn, Jerry Belcher, John Brewington, Elisa Mann, Paul Barlow, Jacob Woodruff, Lynne Pettit; Nays: None]

6.B Friends of Program Guidelines

Brown said the final version was included in packet with edits from Dimsho and Nelson and would like to send to Council for approval. The only thing that needs to be added is a contact person at the bottom which will be determined later by staff.

Belcher said they need to approve work parties with Parks Commission and Houk (city staff) at least three weeks in advance. He understands the reasoning but sometimes there is not that much time for notice. Big groups usually know in advance when they are going to hold work parties. The waiver would take care of volunteering for a year but they still need to check with Houk when doing things. Morten said when it get ridiculous with volunteers to fill out forms and ask permissions, we have to figure out a way to make it user friendly for volunteers and not have so many hurdles.

Motion: Upon John Brewington's motion and Jacob Woodruff's second, the Commission unanimously recommend Council approve Friends Of Program Guidelines with a wording change to #3 to change "and" to "or" and take out "at least three weeks". [AYES: Howard Blumenthal, Carmin Dunn, Jerry Belcher, John Brewington, Elisa Mann, Paul Barlow, Jacob Woodruff, Lynne Pettit; Nays: None]

6.C Waiving Fees for Non-Profits/Sports Leagues

Brown said the Council discussed a reduction of fees to keep the schedule the way it is. They will have to pay the new higher fees but if groups want to do maintenance they can put down hours and receive at most a 50% credit on fees.

7) Discussion Items

Dunn said it was an awesome press release about how many grants the City has received.

Belcher said he worked on cliff trail one day. He had said before it needs a rail but it doesn't. He and wife went down it and the bottom 40-50 yards needs to be redone. If it is going to have stairs, it needs to get in the Master Plan. Morten said they need to ask Council to put it in the Master Plan. Nelson said next year they are going to do Master Plans for each park and they should add it then. It's easier than adding one thing at a time. They will have a consultant look at them and get recommendations from this Commission on the new plans.

Belcher said they are getting bits and pieces of the urban trail but he doesn't see City staff moving on it very quickly. Nelson said that would be an important part of the new plan. We just got a grant for the 5th Street trail so that is advancing something that is already in the Master Plan. Our parks dollars are precious so it's hard to put them as a priority. It needs to go through the process of being put in the Master Plan.

Morten said they need a Master Plan parking lot on the agenda sheet where things are listed. They got a grant for this part of the trail but could be years before the second half is done. He thinks getting phase 2 of the grant should be easy since we already got one. Dunn said they should re-evaluate where trail should go and revise the plan since the first part is done.

Nelson said they need to get a boundary survey to see where our improvements will be at Godfrey Park. The just talked about it last week and Parks has been stockpiling materials.

Blumenthal said they had the Nob Hill work party on November 2nd. They did trail maintenance and got bigger rock for top of staircase so it will have better drainage and got 30 plants to plant. Thank you to Dimsho for getting the trail grant.

- 8) Other Business
- 9) Adjournment 5:48

Respectfully submitted by Sheri Ingram

City of St. Helens

Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 15th day of January, 2020 are the following Council minutes:

2019

Public Hearing and Regular Session Minutes dated December 18, 2019

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 ORMS
- □ Add packet and exhibits to ORMS
- ☐ File original in Vault
- □ Update minutes spreadsheet

City of St. Helens City Council

Public Hearing Minutes

December 18, 2019

Members Present: Rick Scholl, Mayor

Doug Morten, Council President

Keith Locke, Councilor Ginny Carlson, Councilor Stephen R. Topaz, Councilor

Staff Present: John Walsh, City Administrator

Matt Brown, Assistant City Administrator

Kathy Payne, City Recorder

Margaret Jeffries, Library Director

Sue Nelson, Interim Public Works Director

Others: Frank Brandon

Patrick Birkle Christine Menges Shauna Harrison

Mark Kirchmeier, Spotlight Reporter

THE VIDEO RECORDING DID NOT WORK FOR THIS MEETING. THE AUDIO FILE CAN BE REQUESTED AT CITY HALL.

- 1) 6:30 P.M. Open Public Hearing
- 2) Topic Sale of City-Owned Property: Approximate 8.35 acre parcel at 1400 Kaster Road for Industrial Agriculture Facility

Staff Report

City Administrator Walsh briefed the Council and the attendees on the subject of the hearing. A copy of the proposed resolution for the sale is included in the archive meeting packet. The City acquired the site in July 2015. They paid \$3 million for the 204 acres, including submerged lands in the channel. They have been working on redevelopment since then. Moving from a mill site to a business park has proven to be very complicated. In 2017, the City entered into a lease with ACSP. The lease had an option to purchase. The initial acreage was 9.5 acres. The proposed sale is less than that due to the proposed roadway. The sale will put the property back on the tax rolls. It is included in the urban renewal district. If approved, a partition will be done.

Testimony received at the November 2018 hearing expressed that an independent appraisal had not been done to determine the fair market value. The City had that done. The price came back significantly lower. The initial price was not to exceed \$3.4 million. The appraisal valued

the property at \$1.5 million. Negotiations were conducted with the tenant to lower the sale cost to \$1,550,000.00. The public hearing is being conducted due to the lowered cost.

Councilor Topaz pointed out the economic development, environmental, and public use goals when the City purchased the property:

- Whereas #3. There is no public description of the 9.5 acres; such as overhead lines, drains, Brownfields, property lines, access, and egress.
- Whereas #4. There is no recorded document of the public body.
- Whereas #7. The terms of termination of the 9.5 acres needs to be documented.

Mayor Scholl argued that there is documentation of the 9.5 acres. Councilor Topaz said the lease has to be recorded for the public to know. It's a liability.

Councilor Topaz went on to talk about payments that were not received. Councilor Locke explained that it was mutually agreed by both parties.

Mayor Scholl talked about the City being sued by VanNatta and Petersen and delaying the process. The City discovered during that time that the lease did not qualify. Having the appraisal done cost the City \$1.5 million. They were finally able to sign an agreement in October 2019. Councilor Topaz pointed out that the agreement eliminated anyone else from purchasing the property. There was no written document, which creates a legal problem.

Councilor Topaz brought up a question from the February 2018 meeting, will we get into trouble leasing the property to a marijuana operation. Staff said it was not. That was the beginning of the legal problems. The appraisal requirement for the State is so that the City does not sell a piece of property for way under its appraised value, and then the buyer turns around and sells it. He pointed out that the original agreement is still in place if there is no documentation that it was terminated. Lawyers need to be involved so the City does not get sued. Mayor Scholl pointed out that lawyers have been involved. He feels comfortable with this. This is the first piece of property that the City is selling in our industrial park that creates jobs and tax rolls. Even if Topaz and the people he aligns himself with don't agree with marijuana... Councilor Topaz interrupted that he has not even brought up marijuana. He went on to say that it's not documented who is paying for the property to be fenced. Topaz went on to express his concerns with the sale of the property.

Council President Morten expressed that Councilor Topaz is out of order. Council will have an opportunity to deliberate on this but Topaz is deliberating on it right now.

Councilor Topaz pointed out Section Five of the resolution. The word "or" used with Administrator and Mayor is a legal problem.

Mayor Scholl pointed out the significant change is the price of the purchase agreement, which created the need for this public hearing.

Public Comments

◆<u>Shauna Stroup-Harrison</u>. She was concerned about the change in price. Was a second appraisal done on the property? Or did the City just accept the findings?

Mayor Scholl responded that the appraiser understood the price the City was asking. He gave the best appraisal he could.

Shauna asked where the comparables came from. Councilor Locke responded that there weren't very many. Mayor Scholl added that the Brownfields added to the difficulty.

Shauna explained that people in the City feels that this deal has been railroaded in. She does not know why they would reduce the sale price that significantly.

Mayor Scholl talked about the pylons that would have to be used because of the Brownfields. It's questionable what they can even do with the property. Two-thirds of that property is a Brownfield hole.

Shauna talked about people addressing the liquefaction zones. Has anything been stated in regards to that?

Councilor Locke reported that this is a very unique situation. The mill is isolated. There are no City services other than City water. It has to be a partnership between the City, ACSP, and Cascades to sell it. They have learned a lot about this property. It's been very complicated. Mayor Scholl added that's why it has taken so long.

Shauna finds it interesting that Councilor Locke was going to step down and then decided to stay on due to this. She knows Locke has lived here and worked there, so sees the potential. She has her doubts. She agreed it's a unique piece of property with limited occupants. She has concerns about expanding Parks and Recreation in that area. The process is new, so they really don't know all the implications at this time.

Councilor Locke expressed that lot of research was done. ACSP wants to be part of the community. They are helping clean the site. Without them, the site would have nothing done today.

3) Close Public Hearing – 6:57 p.m.

Respectfully submitted by Lisa Scholl, Deputy	City Recorder.	
ATTEST:		
Kathy Payne, City Recorder	Rick Scholl, Mayor	

City of St. Helens City Council

Regular Session Minutes

December 18, 2019

Members Present: Rick Scholl, Mayor

Doug Morten, Council President

Keith Locke, Councilor Ginny Carlson, Councilor Stephen R. Topaz, Councilor

Staff Present: John Walsh, City Administrator

Matt Brown, Finance Director Kathy Payne, City Recorder

Margaret Jeffries, Library Director

Sue Nelson, Interim Public Works Director

Brian Greenway, Police Chief

Others: Frank Brandon

Patrick Birkle Shauna Harrison Christine Menges Beth Pulito

Mark Kirchmeier, Spotlight Reporter

THE VIDEO RECORDING DID NOT WORK FOR THIS MEETING. THE AUDIO FILE CAN BE REQUESTED AT CITY HALL.

- 1) 7:00 P.M. Call Regular Session to Order
- 2) Pledge of Allegiance
- 3) Visitor Comments Limited to five (5) minutes per speaker
- *Beth Pulito. She is with the Amani Center and came to talk to the Council about use of the docks next year for their annual fundraiser. She submitted a letter in advance of the meeting. A copy is included in the archive meeting packet. The Code has a restriction on dock space. She is asking the Council grant them the dock space for this event.

Mayor Scholl expressed that it's a great fundraiser and highly successful. He understands that it's essential to have available dock space in place.

Discussion of the dock space. The Council was in concurrence to allow the dock to be reserved for this event.

4) Request from WildFlower Play Collective - CANCELLED

5) **Ordinances - Final Reading**

5.a Ordinance No. 3246: An Ordinance Amending Chapter 13.20 of the St. Helens Municipal Code Regarding Storm Drainage

Mayor Scholl read Ordinance No. 3246 by title for the final time. **Motion:** Upon Carlson's motion and Topaz's second, the Council unanimously adopted Ordinance No. 3246. [Ayes: Scholl, Morten, Locke, Carlson, Topaz; Nays: None]

6) **Resolutions**

6.a Resolution No. 1871: A Resolution Determining that a Nuisance Exists Upon Property Located at 375 South 13th Street within the City of St. Helens and Directing that Notice to Abate the Nuisance be Posted on Said Premises

Mayor Scholl read Resolution No. 1871 by title. **Motion:** Upon Carlson's motion and Locke's second, the Council unanimously adopted Resolution No. 1871. [Ayes: Scholl, Morten, Locke, Carlson, Topaz; Nays: None]

Resolution No. 1872: A Joint Resolution of the City Council and Urban Renewal Agency of the City of St. Helens Making Certain Determinations and Findings Relating to and Authorizing the Sale of an Approximately 8.35 Acre Parcel Located at 1400 Kaster Road within the City of St. Helens and Located Within the St. Helens Urban Renewal Area

Mayor Scholl read Resolution No. 1872 by title. **Motion:** Carlson moved and Morten seconded to adopt Resolution No. 1872.

Question. Councilor Carlson spoke of the questions asked by Councilor Topaz during the public hearing. There is no wording that says this is the document for the sale of the property. Are there more documents pending? City Administrator Walsh responded that the next step would be signing a purchase and sale agreement that includes escrow instructions and attachments. Carlson wants to make sure that everything brought up today will be addressed.

Vote: Morten, Carlson, Scholl in favor; Topaz opposed; Locke abstained. Motion carries.

7) Approve and/or Authorize for Signature

7.a Amendment No. 1 to IGA with Columbia County for Gable Road Improvement Project

Motion: Upon Carlson's motion and Locke's second, the Council unanimously approved '7a' above. [Ayes: Scholl, Morten, Locke, Carlson, Topaz; Nays: None]

8) Appointments to Boards/Commissions

8.a Appointments to City Boards & Commissions

Motion: Upon Carlson's motion and Locke's second, the Council unanimously reappointed Kathryn Lawrence to the Planning Commission. [Ayes: Scholl, Morten, Locke, Carlson, Topaz; Nays: None]

Mayor Scholl reported that there is a vacancy on the Budget Committee. He encouraged Shauna Stroup-Harrison, and anyone else who is interested, to apply.

Motion: Upon Morten's motion and Locke's second, the Council unanimously reappointed Garrett Lines to the Budget Committee. [Ayes: Scholl, Morten, Locke, Carlson, Topaz; Nays: None]

9) **Consent Agenda for Acceptance**

9.a Planning Commission Minutes dated October 8, 2019

Motion: Upon Locke's motion and Carlson's second, the Council unanimously accepted '9a' above. [Ayes: Scholl, Morten, Locke, Carlson, Topaz; Nays: None]

10) Consent Agenda for Approval

- 10.a Council Work Session, Executive Session, Public Hearing, Public Forum, and Regular Session Minutes dated October 16, November 6, November 20, and December 4, 2019
- 10.b Accounts Payable Bill Lists

Motion: Upon Carlson's motion and Topaz's second, the Council unanimously approved '10a' through '10b' above. [Ayes: Scholl, Morten, Locke, Carlson, Topaz; Nays: None]

11) Mayor Scholl Report

- Rain is in the forecast. Public Works is working really hard in the community. The sandbag station has been busy.
- He and Walsh attended the Leadership Summit. It was very educational. It included elected officials, business leaders, and lobbyists. Senators Wyden and Merkley spoke.
- The sale of the property is a big thing. He wishes ACSP the best of luck. That's a lot of money to put into our tax rolls and urban renewal, plus good paying jobs.
- The Christmas Tree Lighting and Christmas Ships was a huge success! It was good weather.
 Thank you to Councilor Locke, Councilor Carlson, and the Youth Council for feeding the captains.
- The Oregon Ducks played a great championship game! They will play Wisconsin at the Rose Bowl.

12) Council Member Reports

Council President Morten reported...

- Parks & Trails Commission met last week. Each member reported on their park and what they would like to see. He encouraged the Council to review the minutes to know what each commissioner reported. The needs will be sorted based on priority.
- The Parks & Trails Commission talked a lot about the volunteer form. They discussed having a volunteer ID card to help identify them. Councilor Topaz asked if volunteers are made aware of the Ethics Code. Morten said that was not discussed. Discussion ensued. As long as they are not gaining anything financially, there is no ethics violation.

Councilor Topaz reported...

- He attended the Environmental Protection Agency's (EPA) Portland Harbor quarterly meeting in downtown Portland last Wednesday. He found four things surprising:
 - The first person to speak was a Pueblo Indian. He lives in the Navajo Nation. He's the tree and grass expert for the tribes. He expressed a couple problems.
 - Trees are living beings.
 - Repair versus fix.
 - o Fish notifications of the Willamette River down to Sauvie Island. Health

Department says there are warnings all the way to St. Helens about contaminated fish. In 2020, the Health Department will test fish in this area as part of a report.

- An EPA presenter talked about what can't be done when you remediate land.
 - You can't use spuds when you're dredging.
 - You can't touch anything that has been remediated.
- Another EPA presenter talked about rules of what will be decided about using this land. Government Affairs & Project Support Specialist Rachael Barry is trying to find out if they're only talking about the Portland Harbor or everything here.
- He has been wandering through the City's Food Bank. Bill Reese feeds a lot of people with the Boy Scouts on Christmas. There are a number of donations made by an anonymous group. It's nice to see.

Council President Morten asked Topaz for an update on the Arts & Cultural Commission (ACC) and Library Board (LB).

- Barry made a presentation at the ACC meeting. She is trying to add public art to the Waterfront.
- He will allow Library Director Jeffries to update on the LB.

Councilor Carlson reported...

- It was great to be at the Christmas Ships dinner. Thank you to all of the food preparers. Every single restaurant she contacted around town was happy to contribute. Youth Council made homemade treats to give as desserts. Some of the restaurants were: Warren Country Inn (which is now managed by Roni and Dave Wuolett), Dockside, Wild Currant, Plymouth Pub, Sunshine Pizza, and Roy Thai. Councilor Topaz added that he worked the docks and the captains were very pleased with the time St. Helens gave them.
- Whoever did the special lighting on the Courthouse during Spirit of Halloweentown and the Christmas Ships is top notch. It is very nice.
- Her heart goes out to all the families and people struggling this holiday season. Economic
 disparity is really difficult. It's important for the Council to seek jobs and make partnerships
 to bring jobs.
- Shout out to Hudson Garbage. The Bike Build was Friday night. They built 153 bikes.
- Donut Day was Saturday. It went very well in the new location.

Councilor Locke reported...

• The captain's dinner went really smooth.

13) **Department Reports**

Police Chief Greenway reported...

Nothing to report.

Interim Public Works Director Nelson reported...

- Public Works has been prepping for the rain. They have already staged pumps in strategic location. The CERT crew was out filling sandbags at the City Shops today. They have about 500 full. They also have sand and bags in McCormick Park.
- Merry Christmas and Happy New Year!

Library Director Jeffries reported...

Nothing to report.

Assistant City Administrator Brown reported...

- The local improvement districts that were implemented 10 years ago are coming due. There are three accounts that are not paid.
 - One will be requesting an extension.
 - One is almost paid off.
 - One elected not to pay anything until the final due date, which was December 14. They owe about \$13,000.

He is requesting direction from the Council on how to proceed. He has sent letters to them and only the one who is requesting an extension has responded. He'll report the amounts owed at the next Council meeting.

The IT Request for Proposals (RFP) closed last week. Two submittals were received. One was from Florida and is incomplete. The other is a local company, which is about three times the cost of what Centerlogic is paid. There is a right to refuse all submittals. He would like to re-advertise. Council concurred.

City Recorder Payne reported...

- City Hall would like to do an annual clean-up day for records management and other cleanup. She is requesting that the Council approve the closure of City Hall on Friday, February 7. Council concurred.
- Earlier this year, the Council authorized Administration to approve street closures. It got sticky with the Spirit of Halloweentown closures. Does Council want to resume those approvals? Mayor Scholl said staff needs to work with Event Coordinator Tina Curry in conjunction with streets being closed the five Saturday's leading up to Halloween. Councilor Locke suggested only closing one side of the street. Cars could still come down S. 1st Street from St. Helens Street and exit up Cowlitz Street. Council directed staff to continue the approval process.

City Administrator Walsh reported...

- Curry will be hosting tourism meetings with merchants and residents to address the parking and traffic flow.
- Talked about how far the Christmas Ships and Tree Lighting ceremony have come since he began. They had the largest fleet this year with 32 boats.
- Typically, this time of year, Council President Morten is hounding everyone for their department head evaluations. Consensus of Council to extend the deadline to January 15.
- The training center at the mill property experienced water damage. He is working with a contractor and insurance adjuster to make the repairs.
- Attended the Leadership Summit, as earlier indicated. There was discussion about the notion of adapting to the changes coming to the climate, work force, technology, etc. There's a lot on the horizon with housing and homelessness.
- Merry Christmas, Happy Holidays, and Happy New Year!

On behalf of the Council, Mayor Scholl wished everyone a Merry Christmas and Happy New Year!

14) Other Business

15)	Adjourn – 7:48 p.m.	
Respec	tfully submitted by Lisa Scholl, Deputy City Recorde	r.
ATTES	Т:	
Kathy I	Payne, City Recorder	Rick Scholl, Mayor

Consent Agenda for Approval

ANIMAL FACILITIES

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

0	<u>wner Name</u>	<u>Location</u>	<u>Purpose</u>
•	Columbia Humane Society	2084 Oregon Street	Multiple Dogs
•	Amanda McFarland	124 Pine Street	Multiple Chickens
•	Tamara Lucas	121 Farmview Drive	Multiple Dogs
•	Jenelle Harrison	184 N. Vernonia Road	Multiple Dogs



CITY OF ST. HELENS OREGON DEPARTMENT OF POLICE

0

On Wednesday, September 11, 2018 at approximately 09:00 hours, I met with Lisa Beggio manager of the Humane Society at 2084 Oregon St in St. Helens, OR to conduct a prescheduled Animal Facility License Application inspection.

This inspection is to ensure the premise is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with her application was the facility's liability insurance information (Hagan Hamilton Insurance) and information regarding where they seek veterinary care for their animals Columbia Vet Clinic (35645 Firlock Park Blvd, St. Helens OR, 97051)

I noticed the facility consisted of a single story brick building surrounded and confined within a chain link fence. Along these fences on both the west and east side of the building are chain link spaces for individual dogs. At the rear of the property is a smaller solitary building with 4 individual spaces where they keep animals that need to quarantine or appear to be ill.

The outside property is mostly gravel. I did not notice any smell of feces of urine anywhere on the property. There was adequate runoff to prevent water pooling and the fenced spaces are covered along the side and the top by thick tarp material to provide shelter from sun, rain, snow, wind and other weather conditions.

I noticed that the shelter had a separate area on the east side about 100ft away with an obstacle course and enough space for the dogs to run around. This area was encircled with a sturdy fence. The fence was in good condition. Lisa informed the dogs are given time to exercise on a regular basis.

I did a walkthrough of the interior of the main building. In the main lobby on the south side of the building there is a reception office, as well as a small room devoted to cats and other miscellaneous animals. In the back area of the lobby there are approximately 10 extra individual spaces (5 on each side). The shelter has working electricity, potable water and wash stations to keep the facility clean. The inside of the shelter was a comfortable 72 degrees (approximately). The food was stored in a Metal container to prevent vermin infestation. Lisa mentioned that the food and water bowls are washed daily.

The shelter is clean and orderly. I am not aware of any recent complaints received by SHPD regarding noise, odors, stray animals, or other ordinance violations regarding The Humane Society. In my opinion I think that The Humane Society should be granted their Animal Facility License.

Officer Moreno

AUG 2 6 2019

City of St. Helens

CITY OF ST. HELENS Box 278 • 265 Strand Street • St. Helens, OR 97051 • 503-397-6272

Application Fee: \$40.00

Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

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

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

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

If your application is denied, you have two options to obtain compliance: 1) You meet the requirements for an animal facility license; or 2) you have only allowed animals on your property. Once you can prove that you are in compliance for a license, we can seek approval by the City Council. If you have eliminated the need for an animal facility license, you may request a refund of the application fee.

Address at which animal(s) will be	kept:		
Applicant Information		Alternate Contac	t/In Case of Emergency
Name: Columbia Humane	Society	Name: Lisa	Bession
Mailing address: Box 845.		Mailing address:	/
City/State/Zip: 5+ 1/2 1805 OR.	97051.	City/State/Zip:	Dame
Cell phone:		Cell phone:	
Home phone: 503 - 397 · 4353	. "Org	Home phone:	
Email: lisa. beggio e columbia	huran Day/time of week	that works best for	you: Tursday / Wednesday
List each animal to be kept at the above	address (attach additiona	l paper if more tha	n 6 animals)
Species/Breed	Name	Sex	Age County Dog License Expiration Date
1.		, ,	
2.	and dish		
3. HI DIFFER	XYI = IXIIIX	US DT	IIIMOG S
4.			11
5.			
6.			
Veterinarian Information			
Name: Columbia Vet	Pho	ne: 503-39-	1. 1928
Address: St. Helens.	City	/State/Zip: 万十 H	elens. Of 97051.
Liability Insurance Information			
Agent's Name: Hando Ham	ilton Pho	ne: 503-39	17-0123
Insurance Company: Liberty Mul	Poli	cy No.:	
Attach a copy of the policy indicating applicar	nt is covered while maintaining	the described anima	(/c)
received copy of the policy mareating applical	ic is covered write maintaining	the described arilina	i(a).
Ilia Basaia und	AUTHOR	IZATION	ility licenses to know the above listed animal(a) at
2004 Dec on Street St.	erstand that I am applying Helens, Oregon, I have i	read Municinal Co	ility license to keep the above listed animal(s) at de Chapter 6.04 Animal Control Code, and fully
understand my obligation as an animal ov	vner and facility operator a	nd agree to compl	y with the Code and applicable county, state and
federal laws. I further understand that thi	s license, if approved, is val	id for a period of tv	wo years and must be renewed prior to expiration.
La Bacais			0.24 2210
Applicant Signature			8 - 24 - 2019 Date Signed
Applicant Signature			Date Signed
	FOR OFFICE		
Date received: \$-26-19	Officer assigned: M.M.	oveno,	Date forwarded to City Recorder:
Received by: 66 Receipt No.: 01553589	Date/Time of inspection: Officer recommendation:	7/11/19	Council meeting date: 1/15/2020
Dated forwarded to PD: 8-2879	Officer recommendation: ☑ Approve □ □)env	☐ Approved ☐ Denied If approved, date license issued:
Forwarded by:	E Applove Lit	City	Expiration date:

Expiration date:



CITY OF ST. HELENS OREGON DEPARTMENT OF POLICE

On Wednesday, 10/02/2019 at approximately 1500 hours, I met with Mrs. Amanda Mcfarland at her residence at 124 Pine Street, St. Helens, OR to conduct a prescheduled Animal Facility License Application inspection. This inspection is to ensure the premises is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with her application was her liability insurance rider information from Allstate Property and Casualty Insurance Company (Policy #987-740-677) and information regarding where they seek veterinary care for their animals; Midway Veterinary Clinic. Amanda stated that they do not take the chickens to the vet, They do basic routine care at home.

I noticed her home is a single family home in a residential neighborhood. Amanda explained that the facility license is to allow her to have a larger number of chickens for egg production, not to run a shelter or boarding service. Jessica has a total of 8 chickens, all of whom appeared to be in good health.

I saw the residence had a spacious back yard encircled with a sturdy 6' fence. The fence was in good condition. The chickens are kept inside a 10'x10' coop. Inside the coop there is a heat lamp that they use during winter as well as 4 individual nesting spaces. This space has adequate runoff to prevent water pooling. Amanda told me that they let the chickens out in the yard when they are outside to let them run around and exercise.

The chickens did not appear to be aggressive. The food was stored in a sealed plastic container to prevent vermin infestation. The food is served inside a container with feeding tubes attached to keep food covered; water is served in bowls. Amanda explained that the chickens mainly stay inside of the coop.

The yard is clean and orderly. Amanda said they have self decomposing bark dust, when and if needed they will scoop out the poop and put it into the garbage. The backyard did not have any smell of feces or urine While Jessica does not have a quarantine area for possible diseased animals, she stressed she does not run a shelter or "rescue facility"

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

Officer Moreno

P.O. Box 278 • 265 Strand Street • St. Helens, OR 97051 • 503-397-6272

Application Fee: \$40.00

Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

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

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

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

If your application is denied, you have two options to obtain compliance: 1) You meet the requirements for an animal facility license; or 2) you have only allowed animals on your property. Once you can prove that you are in compliance for a license, we can seek approval by the City Council. If you have eliminated the need for an animal facility license, you may request a refund of the application fee.

Address at which animal(s) will be kept:			
Applicant Information		Alternate Cor	ntact/In Case of	Emergency
Name: Amanda McFar	-bad		ty Buys-8	
Mailing address: 1 2 4 은: -		Mailing address	5: 1071 Ph	mouth St
City/State/Zip: St Helen	s, OR 97051		St Helens	
Cell		Cell phone:		
Hom	rom	Home phone:		
Emai	Day/time of	week that works best	for you: any	
List each animal to be kept at	the above address (attach addi			
Species/Breed	Name	Sex	Age	County Dog License Expiration Date
1.chicken	Mrs. Webb (Lila)	۴	lemos	
2. C > C a Ken	Mrs. Smith (Zella)	F	6 mas	
3.chieken	Mrs. Lakey (Edna)	F	le mes	
		· · · · · · · · · · · · · · · · · · ·	lo mas	:
	Nugget Hattie	F	le mas	
6.chicken	Ennice	F	6 mes	
Veterinarian Information				
Name: (blumbia Vet- Address: chickens ?	but I don't tall	Phone:		
Address: chickens	elder let only	City/State/Zip:		
Liability Insurance Information)n	Section 1		
Agent's Name: R; ta Ser		Phone:		
Insurance Company: AIISh	rte -	Policy No.:		
Attach a copy of the policy indicat	ting applicant is covered while mainta	gining the described as	nimal/c)	
ricedar a copy of the poney market	ang applicant is covered write mainte	aning the described at	IIIIai(S).	
I Amanda Mentorba	, understand that I am app	HORIZATION Ilying for an animal	facility license to	o keep the above listed animal(s) at 5.04 Animal Control Code, and fully ode and applicable county, state and
understand my obligation as an	animal owner and facility opera	tor and agree to co	mply with the Co	ode and applicable county, state and
redergi iaws. I fulfilei ulideistal	na unacuns ncense, n approved,	is valid for a period (of two years and	must be renewed prior to expiration.
/ Junephrs			_	_
Applicant Signature			<u></u> <u>}- ∂</u> Date Sigr	ned
	FOR OF	FICE USE ONLY		
Date received: Q - 6-16			Date forwa	rded to City Recorder:
Received by: 73.13	Date/Time of inspect			eting date: 1/15/2020
Receipt No.: 015553.	3 Officer recommendat	ion:		Approved Denied
Dated forwarded to PD: 9-	6-19 ☑ Approve	☐ Deny		l, date license issued:
Forwarded by: 33			Expiration of	date:

7 chicles - 00 F Lords
3 chicken - Lacey F 2 yrs
1 chicken - Ratione F Lemos
0 chiclen - Prudence F Lemos

RE Vet Care - my dog + 2 cats go to Columbia vet, but chickens do not receive come there Trestable issues and routine come are addressed at nome.



CITY OF ST. HELENS OREGON DEPARTMENT OF POLICE

On Wednesday, 10.09.2019 at approximately 13:23 hours, I met with Ms. Tamara Lucas at her residence at 121 Farmview Drive, St. Helens, OR to conduct a prescheduled Animal Facility License Application inspection. This inspection is to ensure the premises is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with her application was her liability insurance rider information from American Family Insurance Company (Policy #36D39362101) and information regarding where they seek veterinary care for their animals; Norton's Ark Mobile Vet Clinic

I noticed her home is a single family home in a residential neighborhood. Tamara explained that the facility license is to allow her to have a bigger number of dogs for a breeding company for pugs.

I saw the residence had a spacious back yard encircled with a sturdy 6' fence. The fence was in good condition. This space has adequate runoff to prevent water pooling. Tamara told me that the dogs are allowed to be inside and out as they please the house has two dog doors that the pugs can access from inside and outside of the home.

Tamara invited me into the home for a walkthrough. The dogs were all well-mannered and did not appear to be aggressive. They all had Columbia County issued dog licenses. The home has working electricity, potable water and wash facilities to keep clean. The home was a comfortable 72 degrees (approximately). The food was stored in a sealed plastic container to prevent vermin infestation. The food and water is served in bowls sitting on the floor. Tamara also stated that she puts the pugs in their own individual kennel for feedings to ensure the dogs all get the portion needed. Tamara has 4 adult pugs, 2 French Dogs and one pug puppy that will be 6 months old on 10.18.2019. On the other half of the home she has a litter of puppies all less than 2 months – The litter includes 4 black pugs and 2 brown/tan pugs.

The house and yard were clean and orderly. Tamara said she cleans up feces regularly, and disposes of them in the garbage. While Tamara does not have a quarantine area for possible diseased animals, she stressed she does take her animals for veterinary care when needed.

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

Officer Moreno

P.O. Box 278 • 265 Strand Street • St. Helens, OR 97051 • 503-397-6272

Application Fee: \$40.00

Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

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

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

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

If your application is denied, you have two options to obtain compliance: 1) You meet the requirements for an animal facility license; or 2) you have only allowed animals on your property. Once you can prove that you are in compliance for a license, we can seek approval by the City Council. If you have eliminated the need for an animal facility license, you may request a refund of the application fee.

Address at which animal(s) will be	kept:				
Applicant Information		Alternate Contac	t/In Case of Er	nergency	
Name: Tamara Lu	cas	Name: 81		Lucas	
	View DV.	Mailing address:	Same		
City/State/Zip: St. HULLING	OR 97051	City/State/Zip:			
Cell pho		Cell phone:			
Home p	**************************************	Home phone:	VA .	•	
Email:	ime of wee	k that works best for	you: APT	ernoon's	
List each animal to be kept at the above	address (attach addition	al paper if more tha			
Species/Breed	Name	Sex	Age	County Dog License Exp	iration Date
1. French Ball 5in	rone .	SF. S	7 5	5405661V	2001 80
	uchi	$F \mid \hat{\epsilon}$	λ [38075 V	DO 31
3. Pug Tipe	34 two	P.	5	34773	0021
4. Pug Lit	THE TIPS 4	F		38077 V	2001
5. Pug Hou	neu	F	3 /	38,076 V	2021
6. Pug 200	lei'		7 -	380741	2001
Veterinarian Information					
Name: Novetons ANK	Ph	one:			
Address:	Cit	y/State/Zip:			
Liability Insurance Information					
Agent's Name: MM W-T	CMM Ph	one:			
Insurance Company:	量 Pamily Po	licy No.:			
Attach a copy of the policy indicating applican	nt is covered while maintaining	g the desc			
I, Tamara Lucas, und	<u>AUTHOR</u> erctand that I am annivin	RIZATION	ility licence to	kaan tha shaya lictad	l animal(c) at
	Helens, Oregon. I have				
understand my obligation as an animal ov					
federal laws. I further understand that this	s license, if approved, is va	alid for a period of to	wo years and m	ust be renewed prior	to expiration.
Tank Ma Ju	i al		9/	2/101	
Applicant Signature			Date Signe	///	
Applicant Signatare			Date Signe	u	
		E USE ONLY			
Date received:	Officer assigned: M. N	Morenp		led to City Recorder:	3-
Received by:	Date/Time of inspection: Officer recommendation			ing date: 1/15/20 proved Denied	, <u>40</u>
Dated forwarded to PD: 0.25 (9)	□ Approve □			date license issued:	
Forwarded by: Wh	a rippiove Li	1 1	Expiration da	~ ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	

Supplemental AFL Page

		Species	Name	Sex	Age	Breed	
	7.	709	Caramel	F	5	Pug-36813/2020	
	8.	DOG	Didgicido	E	2	Pug-38395-6/30/2	0
	9.		7				
ylan-	10.	006	Luna	F	5	Fr. Bull - 26857-	4/30/21
) desce	11.						
	12.						

RECEIVED

DEC 20 2019

OFFICE OF ST. HELENS

CITY RECORDER



On Tuesday, 12.17.2019 at approximately 11.59 hours, I met with Ms. Jenelle Harrison at her residence at 185 N Vernonia Rd, St. Helens, OR to conduct a prescheduled Animal Facility License Application inspection. This inspection is to ensure the premises is in compliance with Ordinance 6.04.080, OAR 609.415, OAR 609.420, OAR 603-015-0025 through 603-015-0065. Included with her application was her liability insurance information from Allstate Insurance Company (Policy #964727126) and information regarding where they seek veterinary care for their animals; Columbia Vet, 35645 Firlok Park Blvd in St. Helens.

I noticed her home is a single-family home in a residential neighborhood. Jenelle explained to me that the animal facility license is to allow her to have a larger number of family dogs and not to run a shelter,

I saw the residence has a spacious back yard encircled with a sturdy 4' chain link fence. The fence was in good condition. This space has adequate runoff to prevent water pooling. Jenelle told me that the dogs are only allowed outside when they are home. Jenelle explained to me that she works locally and that she goes home on her lunch to let the dogs.

Jenelle invited me into her home. The dogs were running around the house and kept jumping around but did not appear to be aggressive. They all have Columbia County Issued dog licenses. Three of which need to be renewed by 12.27.2019. The home has working electricity, potable water and wash facilities to keep clean. The home was a comfortable 72 degrees (approximately). The food is stored in a sealed plastic container to prevent vermin infestation. The food and water are served in bowls not directly on the floor. Jenelle also stated that she puts two of the dogs in their own individual kennel for feedings to assure they eat their food. Jenelle has four adult dogs which are all English Bulldogs. Jenelle also stated that all the dogs have been fixed.

The house and yard were clean and orderly. Jenelle said she cleans up feces daily and disposes of it into the garbage. While Jenelle does not have a quarantine area for possible diseased animals, she stressed she does take her dogs to the vet clinic when needed. Jenelle also showed me her recent visit to the vet where her dogs got their rabies shot.

I am not aware of any recent complaints received by SHPD regarding noise, odors, stray animals, or other Ordinance violation regarding Jenelle or her residence. In my opinion I think that Jenelle Harrison should be granted her Animal Facility License.

Code Enforcement Officer Moreno

P.O. Box 278 • 265 Strand Street • St. Helens, OR 97051 • 503-397-6272

Application Fee: \$40.00

Animal Facility License Application

St. Helens Municipal Code Chapter 6.04

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

More than 3 adult dogs; or

Address at which animal(c) will be kents

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

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

If your application is denied, you have two options to obtain compliance: 1) You meet the requirements for an animal facility license; or 2) you have only allowed animals on your property. Once you can prove that you are in compliance for a license, we can seek approval by the City Council. If you have eliminated the need for an animal facility license, you may request a refund of the application fee.

	у или ве кери			
Applicant Information			Contact/In Case o	
Name: Jenelle June		Name:	Michaell	tarrison
Mailing address: 195 N.	Vernonia Rd	Mailing add	ress: Gam	e
City/State/Zip: St Grun/	OR 02051	City/State/2	ip:	
Cell phone		Cell phone:		
Home pho		Home phon	e:	
Email:	Day/time (of week that works b	est for you: Ay	4
List each animal to be kept at	the above address (attach add			
Species/Breed	Name	Sex	Age	County Dog License Expiration Date
1. ENGLISH	Cooter	T M	l i	12-28-14 N/A
2. ENGLIGHBULLDOG	LVIV	T = '	6	2.14.20
3. BULLDOG	R0500	T M	5	1292-14 12/11/22
4. ENGLISH	Hera Daisy		2	12 44 14 12/23/22
5.	1121111111			100000000000000000000000000000000000000
6.	***************************************			
Veterinarian Information				
Name: Columbia Vct	St. Helens	Phone: 50	339719	79
	rlokparkBlvd	City/State/Zip:	St Helens	28 OR 97051
Liability Insurance Informatio		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	DI HOICE	
Agent's Name: Lave	a Medoly	Phone:		
Insurance Company: Alle	state	Policy No.:		***************************************
Attach a copy of the policy indicati	ng applicant is covered while main	taining the described	d animal(s).	
anacistana my obligation as an	, understand that I am ap , St. Helens, Oregon. I animal owner and facility oper nd that this license, if approved	ator and agree to	od of two years and	to keep the above listed animal(s) at 6.04 Animal Control Code, and fully Code and applicable county, state and d must be renewed prior to expiration.
Applicant Signature			Date Sig	yned
		FFICE USE ONLY		
Date received: 12/6/19 Received by: 15/	Officer assigned: N		Date forw	arded to City Recorder: [2/20/19
	Date/Time of inspec			eeting date: 15/2020
Receipt No.: 1562327 Dated forwarded to PD: 12/6	Officer recommend			Approved Denied
Forwarded by: LS	// 9	⊔ veny		ed, date license issued:
Torwarded by: US			Expiration	date:

Consent Agenda for Approval

OLCC LICENSES

The following businesses submitted a processing fee to the City for a Liquor License:

2020 NEW

A copy of the OLCC application documents submitted for the business listed below was emailed to the Police Department for review. No adverse response was received.

_	-			
D.	101	ness	NIS	ma
DL	151	11622	110	

- Columbia County Bistro
- Running Dogs Brewery
- West Street Grocery

Applicant Name

Columbia County Bistro LLC Jaron & Maggie Clayton Sun John LLC

Location

305 Strand Street 289 & 291 S. 1st Street 305 N. 7th Street

<u>Purpose</u>

New Addition to Use Change of Owner

Declare Surplus Property City Council Meeting January 15, 2020

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

Police Department - Vehicles									
Make	Model	VIN	Plate						
Chevy	Caprice	6G3NS5U22EL948580	E263578						
Chevy	Caprice	6G1MK5T20BL555050	E257826						
Chevy	Caprice	6G3NS5U27FL108893	E229556						
Chevy	Caprice	6G3NS5U23GL238476	E242090						
Chevy	Tahoe	1GNLC2E08CR306475	E257822						
Chevy	Tahoe	1GNLC2E09CR302449	E257825						
Chevy	Tahoe	1GNLC2EC3FR263484	E263579						

Accounts Payable

To Be Paid Proof List

User: jenniferj

Printed: 12/19/2019 - 1:52PM

Batch: 00006.12.2019 - AP 12.19.19 FY 19-20



Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
BULLARD LAW 004880 41639 100-701-052019 Professional Service	12/9/2019 s	1,354.50	0.00	12/19/2019 2019 AFSCME BARGAINING			False	0
41639 Tota	l:	1,354.50						
BULLARD	LAW Total:	1,354.50						
CARY, DAN CARYD 12 100-710-052087 Commission Stipeno	12/13/2019 ds	30.00	0.00	12/19/2019 PLANNING COMMISSION STIPEND			False	0
12 Total:		30.00						
CARY, DA	N Total:	30.00						
CENTERLOGIC, INC. 011595 56032 702-000-052019 Professional Service	12/2/2019 s	115.00	0.00	12/19/2019 IT SUPPORT			False	0
56032 Total	l:	115.00						
56220 702-000-052006 Computer Maintenar	12/3/2019 nce	375.00	0.00	12/19/2019 365 CSP MONTHLY			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
50		375.00							
56368 702-000-052005 Small Equ	12/4/2019 ipment	325.00	0.00	12/19/2019 AGREEMENT SEC	CURE BACKUP			False	0
50	6368 Total:	325.00							
C	ENTERLOGIC, INC. To	815.00							
CENTURY LINK 034002									
1205209	12/5/2019	84.39	0.00	12/19/2019				False	0
702-000-052010 Telephone 1205209	12/5/2019	42.47	0.00	162B 12/19/2019				False	0
702-000-052010 Telephone		12.17	0.00	796B				1 4150	Ü
1205209	12/5/2019	383.95	0.00	12/19/2019				False	0
702-000-052010 Telephone 1205209	12/5/2019	43.01	0.00	818B 12/19/2019				False	0
702-000-052010 Telephone 1205209	12/5/2019	54.17	0.00	651B 12/19/2019				False	0
702-000-052010 Telephone		2 1127		131B					, and the second
12	205209 Total:	607.99							
C	ENTURY LINK Total:	607.99							
CITY OF ST. HELENS ST.HELEN									
12132019	12/13/2019	275.00	0.00	12/19/2019				False	0
100-000-020300 Court Una	pplied Payments			BAIL DERIK BEE	HLER OUT OF SB TO TYLER SYSTE	E.			
12	2132019 Total:	275.00							
56451	12/17/2019	460.00	0.00	12/19/2019				False	0
702-000-052019 Profession	al Services			IT SUPPORT					
50	6451 Total:	460.00							
									(

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
Cl	ITY OF ST. HELENS To	735.00						
COHEN, GREG cohen	12/13/2019	60.00	0.00	12/19/2019			False	0
100-710-052087 Commission				PLANNING COMMISSION STIPEND				
12	2 Total:	60.00						
Co	OHEN, GREG Total:	60.00						
COLUMBIA CO. TREASUR 007701	RER							
NOV 2019	12/19/2019	352.00	0.00	12/19/2019			False	0
100-000-020900 County Ass NOV 2019	sessment 12/19/2019	-35.20	0.00	COUNTY ASSESSMENT 12/19/2019			False	0
100-000-036002 Fines - Cou		33.20	0.00	CITY COURT COSTS			i disc	Ü
Ne	OV 2019 Total:	316.80						
CO	OLUMBIA CO. TREASU	316.80						
COLUMBIA COMM MENT.	AL HEALTH, CCMH							
007430 122019	12/16/2019	18,550.96	0.00	12/19/2019			False	0
203-705-052081 CCT - Con	tract Personnel			FINAL GRANT PAYMENT				
12	22019 Total:	18,550.96						
Co	OLUMBIA COMM MEN	18,550.96						
COLUMBIA COUNTY TRA	NSFER STATION							
007579 6785	11/30/2019	28.35	0.00	12/19/2019			False	0
201-000-052058 Events - He	olloween			DUMP FEES TRASH				9

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
6785	11/30/2019	46.26	0.00	12/19/2019			False	0
201-000-052058 Events - Ho				DUMP FEES TRASH				
6785	11/30/2019	64.80	0.00	12/19/2019			False	0
201-000-052058 Events - Ho	lloween			DUMP FEES TRASH				
6785	11/30/2019	22.20	0.00	12/19/2019			False	0
201-000-052058 Events - Ho				DUMP FEES TRASH				
6785	11/30/2019	9.98	0.00	12/19/2019			False	0
201-000-052058 Events - Ho				DUMP FEES TRASH				
6785	11/30/2019	14.51	0.00	12/19/2019			False	0
100-706-052023 Facility Mai				DUMP FEES TRASH				
6785	11/30/2019	48.07	0.00	12/19/2019			False	0
703-734-052001 Operating S				DUMP FEES TRASH				
6785	11/30/2019	39.91	0.00	12/19/2019			False	0
704-000-053018 Capital Outl				DUMP FEES TRASH				
6785	11/30/2019	70.75	0.00	12/19/2019			False	0
704-000-053018 Capital Outl				DUMP FEES TRASH				
6785	11/30/2019	28.12	0.00	12/19/2019			False	0
704-000-053018 Capital Outl	lay - City Hall			DUMP FEES TRASH				
678	85 Total:	372.95						
СО	LUMBIA COUNTY TR	372.95						
COMCAST COMCAST								
12092019	12/9/2019	62.45	0.00	12/19/2019			False	0
603-736-052003 Utilities	12///2017	020	0.00	0082			1 4150	Ů
12092019	12/9/2019	62.45	0.00	12/19/2019			False	0
603-737-052003 Utilities	12///2017	020	0.00	0082			1 4150	Ů
12092019	12/9/2019	122.93	0.00	12/19/2019			False	0
702-000-052003 Utilities				9144				
702 000 032003 Cunities	_			7111				
120		247.83						
		247.03						
CO	OMCAST Total:	247.83						

ERSKINE LAW PRACTICE LLC

Invoice Number		Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number					Description		Reference			
011522 12162019 100-704-052019 Profes	ssional Services	12/16/2019	4,150.00	0.00	12/19/2019 12/2-12/16				False	0
	12162019 Tota	1:	4,150.00							
	ERSKINE LAV	W PRACTIC	4,150.00							
FLINN, STEPHEN ATTO 854114 12172019 100-704-052019 Profes		12/17/2019	1,325.00	0.00	12/19/2019 MURDOCK HATC	HER LENZ VICE DAGGETT (COKER		False	0
	12172019 Tota	1:	1,325.00							
	FLINN, STEPI	HEN ATTOR	1,325.00							
H.D. FOWLER CO. 012650 I5178642 601-731-052001 Operar	ting Supplies	6/13/2019	742.00	0.00	12/19/2019 REGISTERS				False	0
	I5178642 Total	l:	742.00							
	H.D. FOWLER	R CO. Total:	742.00							
HORN, JAMES C. 015758 12122019 100-000-036002 Fines	- Court 12122019 Tota HORN, JAME		60.00	0.00	12/19/2019 2017 CR 0000197 F	ROY D JONES			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
HUBBARD, RUSSELL HUBBAR.R 1211219 100-710-052087 Commission Stipe	12/11/2019 nds	60.00	0.00	12/19/2019 PLANNING COMMISSION STIPEND			False	0
1211219	Total:	60.00						
HUBBAI	RD, RUSSELL To	60.00						
HURLEY ENGINEERING 0159 47949	11/22/2019	2,725.00	0.00	12/19/2019			False	0
601-731-052019 Professional Servi				TURBINE PUMP				·
47949 To	tal:	2,725.00						
HURLEY	' ENGINEERING	2,725.00						
INGRAM LIBRARY SERVICES, IN	IC.							
016240 42990221 100-706-052033 Printed Materials	12/4/2019	404.77	0.00	12/19/2019 BOOKS 20C7921			False	0
42990221	Total:	404.77						
INGRAM	I LIBRARY SERV	404.77						
KOLDERUP, GRETCHEN								
007249 102019 100-706-052018 Professional Deve	12/16/2019 lopment	21.81	0.00	12/19/2019 MILEAGE G. KOLDERUP MULT COUNTY LIB			False	0
102019 T	otal:	21.81						
112019 100-706-052018 Professional Deve	12/16/2019 lopment	76.21	0.00	12/19/2019 MILEAGE G. KOLDERUP OR AFTER SCHOOL C	ONF.		False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
112019	Total:	76.21						
KOLD	ERUP, GRETCHEN	98.02						
LAKESIDE INDUSTRIES 018000								
109777 703-734-052001 Operating Supp	12/7/2019 lies	956.14	0.00	12/19/2019 ASPHALT			False	0
109777	7 Total:	956.14						
LAKE	SIDE INDUSTRIES	956.14						
LAWRENCE, KATHRYN LAWREN.K 122019 100-710-052087 Commission Sti	12/16/2019 pends	30.00	0.00	12/19/2019 PLANNING COMMISSION STIPEND			False	0
122019	Total:	30.00						
LAWR	ENCE, KATHRYN	30.00						
LEAGUE OF OREGON CITIES 018100 7,534 100-703-052018 Professional De	4/20/2019 velopment	50.00	0.00	12/19/2019 CONF / REG RICK SCHOLL			False	0
7,534	Total:	50.00						
LEAG	UE OF OREGON C	50.00						
LUCY HEIL ATTORNEY AT LA' 9585	N							
NOV 2019	12/17/2019	1,350.00	0.00	12/19/2019			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
100-704-052019 Profess	sional Services			SHELTON MUR JENS MARTIN MAHAR KOOY M	IINER			
	NOV 2019 Total:	1,350.00						
	LUCY HEIL ATTORNEY	1,350.00						
MACKENZIE								
114 064499	12/6/2019	3,668.72	0.00	12/19/2019			False	0
704-000-053024 Capital	l Outlay - PD Station			POLICE NEEDS ASSESSMENT				
	1064499 Total:	3,668.72						
	MACKENZIE Total:	3,668.72						
IALLORY SAFETY AN	ND SUPPLY LLC							
19378 753792	12/5/2019	34.99	0.00	12/19/2019			False	0
100-705-052001 Operat	ing Supplies			GLOVES				
	4753792 Total:	34.99						
	MALLORY SAFETY AND	34.99						
MIDWEST TAPE								
20427 8019018	10/4/2019	81.71	0.00	12/19/2019			False	0
100-706-052034 Visual	Materials			DVD				
	98019018 Total:	81.71						
8021363	10/4/2019	29.99	0.00	12/19/2019			False	0
100-706-052034 Visual	Materials			DVD				
	98021363 Total:	29.99						
8299673	12/5/2019	15.74	0.00	12/19/2019			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
100-706-052035 Audio Materials 98299673 100-706-052034 Visual Materials	12/5/2019	13.64	0.00	ADB 12/19/2019 DVD				False	0
98299673	Total:	29.38							
98299675 100-706-052035 Audio Materials	12/5/2019	54.16	0.00	12/19/2019 ADB				False	0
98299675	Total:	54.16							
MIDWES	T TAPE Total:	195.24							
NORTHWEST NATURAL GAS 021400									
12122019	12/12/2019	98.99	0.00	12/19/2019				False	0
703-734-052003 Utilities				8675					
12122019	12/12/2019	57.46	0.00	12/19/2019				False	0
100-708-052003 Utilities 12122019	12/12/2019	191.15	0.00	3047				False	0
	12/12/2019	191.13	0.00	12/19/2019 0109				raise	U
100-709-052003 Utilities 12122019	12/12/2019	1,324.17	0.00	12/19/2019				False	0
601-732-052003 Utilities	12/12/2019	1,52 ,	0.00	2942				1 4.50	Ů
12122019	12/12/2019	117.24	0.00	12/19/2019				False	0
100-715-052003 Utilities				5285					
12122019	12/12/2019	135.81	0.00	12/19/2019				False	0
100-715-052003 Utilities				2848					
12122019	12/12/2019	25.86	0.00	12/19/2019				False	0
100-708-052003 Utilities				8563					
12122019	12/12/2019	599.63	0.00	12/19/2019				False	0
100-706-052003 Utilities	12/12/2010	77.64	0.00	7673				F-1	0
12122019	12/12/2019	77.64	0.00	12/19/2019				False	0
603-736-052003 Utilities 12122019	12/12/2019	77.65	0.00	5750 12/19/2019				False	0
603-737-052003 Utilities	12/12/2019	77.03	0.00	5750				raisc	Ü
12122019	12/12/2019	170.46	0.00	12/19/2019				False	0
100-705-052003 Utilities		-700	0.00	5638					v
12122019	12/12/2019	7.98	0.00	12/19/2019				False	0
603-736-052003 Utilities				7720					100

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
12122019 603-737-052003 Utilities	12/12/2019	7.99	0.00	12/19/2019 7720			False	0
12122	2019 Total:	2,892.03						
NOR	THWEST NATURAL	2,892.03						
OCCMA 02169								
DEC 2019 12/19/2019 100-701-052018 Professional Development		285.87	0.00	12/19/2019 2020 MEMBERSHIP FEE JOHN WALSH			False	0
DEC	2019 Total:	285.87						
OCC	MA Total:	285.87						
OREGON DEPT. OF REVENUE 023202	Е							
NOVEMBER 2019	12/17/2019	305.00	0.00	12/19/2019			False	0
100-000-020800 State Assessm				STATE				
NOVEMBER 2019	12/17/2019	469.00	0.00	12/19/2019 STATE MISD			False	0
100-000-020800 State Assessm NOVEMBER 2019	12/17/2019	691.00	0.00	12/19/2019			False	0
100-000-020800 State Assessm				STATE VIOLATION				
NOVEMBER 2019	12/17/2019	225.00	0.00	12/19/2019			False	0
100-000-020700 State Surcharg	•	225.00	0.00	STATE DUII DIVERSION			E I	0
NOVEMBER 2019 100-000-020700 State Surcharg	12/17/2019	225.00	0.00	12/19/2019 STATE DUII CONVICTION FEE			False	0
NOVEMBER 2019	12/17/2019	74.00	0.00	12/19/2019			False	0
100-000-020800 State Assessm	ent			UNITARY				
NOVEMBER 2019	12/17/2019	3.60	0.00	12/19/2019			False	0
100-000-020800 State Assessm	ent			STATE COURT FACILITY				
NOV	EMBER 2019 Total:	1,992.60						
ORE	GON DEPT. OF REV	1,992.60						
								10

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
OREGON HUMANE SOCIETY - INV	ESTIGATIONS DEPT							
ORHU 0002964	12/12/2019	25.00	0.00	12/19/2019			False	0
100-000-021000 Court Restitution Pay	yments			RESTITUTION DISBURSEMENT NORMA J STEVEN	S			
0002964 To	tal:	25.00						
OREGON F	HUMANE SOC	25.00						
OREGON MAYORS ASSOCIATION								
022500 12122019	12/12/2019	139.00	0.00	12/19/2019			False	0
100-703-052018 Professional Development				RENEW OMA MEMBERSHIP RICK SCHOLL				
12122019 Total:		139.00						
OREGON N	MAYORS ASSO	139.00						
PAULSON PRINTING								
025300 D3651	11/30/2019	181.00	0.00	12/19/2019			False	0
100-705-052004 Office Supplies	11/30/2019	101.00	0.00	BUS CARDS BREHM LUEDKE KING			T WISO	Ů
D3651 Total	_ l:	181.00						
PAULSON	PRINTING To	181.00						
PETTY CASH- JAMIE EDWARDS								
018757 12182019	12/18/2019	90.00	0.00	12/19/2019			False	0
100-715-052024 Miscellaneous				PETTY CASH				
12182019 100-708-052001 Operating Supplies	12/18/2019	9.50	0.00	12/19/2019 PETTY CASH			False	0
12182019	12/18/2019	12.00	0.00				False	0
703-733-052018 Professional Develop	oment			PETTY CASH				
								10

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Ta	ask Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
12182019	12/18/2019	37.98	0.00	12/19/2019				False	0
100-703-052041 Council Discrenary 12182019	12/18/2019	41.34	0.00	PETTY CASH 12/19/2019				False	0
100-710-052024 Miscellaneous	12/16/2017	71.54	0.00	PETTY CASH				1 disc	O
12182019	12/18/2019	15.00	0.00	12/19/2019				False	0
100-702-052018 Professional Developm	ent			PETTY CASH					
12182019 Tota	- al:	205.82							
PETTY CASH	- I- JAMIE ED	205.82							
PORTLAND GENERAL ELECTRIC 025702									
122019	12/19/2019	43.90	0.00	12/19/2019				False	0
202-722-052003 Utilities				1650931000					
122019	12/19/2019	372.37	0.00	12/19/2019				False	0
100-709-052003 Utilities 122019	12/19/2019	41.33	0.00	0153585940 12/19/2019				False	0
202-722-052003 Utilities	12/13/2013	.1.55	0.00	4854421000				1 8.50	v
122019 Total:	-	457.60							
PORTLAND (- GENERAL E	457.60							
RADLER WHITE PARKS & ALEXAND	DER LLP								
02600 22186	11/30/2019	100.00	0.00	12/19/2019				False	0
202-721-052019 Professional Services	11/30/2017	100.00	0.00	QUARRY PHONE CON	NF			Tuise	Ü
22186 Total:	-	100.00							
22217	11/30/2019	3,877.50	0.00	12/19/2019				False	0
202-722-052019 Professional Services	11/50/2017	5,011.50	0.00	ACSP TRANSACTION				1 4150	V
22217 Total:	-	3,877.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
	RADLER WHITE PARKS	3,977.50						
RICHARDS, AMY L. RICH 0002963 100-000-021000 Court	12/12/2019 Restitution Payments	426.11	0.00	12/19/2019 RESTITUTUION DISBURSEMENT ELISHA WILABY			False	0
	0002963 Total:	426.11						
	RICHARDS, AMY L. Tota	426.11						
ROSE CITY BLUEPRIN 027805 21632 100-715-052004 Office	12/16/2019 e Supplies	128.35	0.00	12/19/2019 INKJET BOND			False	0
	21632 Total: ROSE CITY BLUEPRINT	128.35						
RUBENS LAWN SERV 028033 0002774 100-705-052023 Facilit	ICE, JENNIFER MEABE 12/2/2019	40.00	0.00	12/19/2019 NOV LAWN SERVICE			False	0
	RUBENS LAWN SERVIC	40.00						
SCAPPOOSE SAND & 030050 T40633 703-734-052001 Opera	12/4/2019	132.00	0.00	12/19/2019 SAND			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference			
	T40633 Total:	132.00						
	SCAPPOOSE SAND & GR	132.00						
SEMLING, SHIELA SMLNG.SH 122019 100-710-052087 Comm	12/19/2019 mission Stipends	60.00	0.00	12/19/2019 PLANNING COMMISSION STIPEND			False	0
	122019 Total:	60.00						
	SEMLING, SHIELA Total	60.00						
STENBERG, JULIE 5412 122019 100-710-052087 Comm	12/19/2019 mission Stipends	60.00	0.00	12/19/2019 PLANNING COMMISSION STIPEND			False	0
	122019 Total:	60.00						
	STENBERG, JULIE Total:	60.00						
SUNSET EQUIPMENT 032700 67270 703-734-052001 Opera	12/18/2019	670.00	0.00	12/19/2019 MATERIALS			False	0
	67270 Total:	670.00						
	SUNSET EQUIPMENT C	670.00						
TCMS- LONGIEW 033013 76397	12/1/2019	416.50	0.00	12/19/2019			False	o 10

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
100-715-052023 Facility Maintenance	e			C10000				
76397 Tota	l:	416.50						
76407 100-715-052023 Facility Maintenance	12/1/2019 e	1,587.25	0.00	12/19/2019 C10630			False	0
76407 Tota	l:	1,587.25						
76413 603-737-052023 Facility Maintenance	12/1/2019 e	261.75	0.00	12/19/2019 C10855			False	0
76413 603-736-052023 Facility Maintenance	12/1/2019	261.75	0.00	12/19/2019 C10855			False	0
76413 Tota	l:	523.50						
TCMS- LC	NGIEW Total:	2,527.25						
TVW INC 033827 00039674-IN 100-705-052023 Facility Maintenance	12/6/2019 e	810.38	0.00	12/19/2019 JANITORIAL SERVICE			False	0
00039674-	IN Total:	810.38						
0039672-IN 100-715-052023 Facility Maintenance	12/6/2019 e	1,767.78	0.00	12/19/2019 JANITORIAL SERVICE			False	0
0039672-11	N Total:	1,767.78						
0039673-IN 100-706-052023 Facility Maintenance	12/6/2019 e	1,521.19	0.00	12/19/2019 JANITORIAL SERVICE			False	0
0039673-11	N Total:	1,521.19						
0039675-IN 100-709-052023 Facility Maintenance	12/6/2019 e	123.19	0.00	12/19/2019 JANITORIAL SERVICE			False	0
	•							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
TVW I	NC Total:	4,222.54						
TYLER TECHNOLOGIES INC 452112 025-279854 702-000-052006 Computer Main	11/20/2019 tenance	2,500.00	0.00	12/19/2019 COURT CASE MANAGEMENT CONVERSION			False	0
025-27	9854 Total:	2,500.00						
025-280240 702-000-052006 Computer Main	11/26/2019 tenance	4,000.00	0.00	12/19/2019 INCODE COURT USER			False	0
025-28	0240 Total:	4,000.00						
025-280533 702-000-052006 Computer Main	11/30/2019 tenance	125.00	0.00	12/19/2019 FINANCIAL MANAGEMENT			False	0
025-28	0533 Total:	125.00						
TYLE	R TECHNOLOGIES	6,625.00						
WEBSTER, AUDREY WEBSTERA 122019 100-710-052087 Commission Sti	12/17/2019	60.00	0.00	12/19/2019 PLANNING COMMISSION STIPEND			False	0
122019	-	60.00						
WEBS	TER, AUDREY Tot	60.00						
Report	Total:	64,048.58						

Accounts Payable

To Be Paid Proof List

User: jenniferj

Printed: 12/20/2019 - 10:32AM

Batch: 00007.12.2019 - AP 12.20.19 FY 19-20



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference	2		
CENTURY LINK									
034002									
122019	12/20/2019	0.58	0.00	12/20/2019				False	0
702-000-052010 Telephone				579					
122019	12/20/2019	44.17	0.00	12/20/2019				False	0
603-736-052010 Telephone				688					
122019	12/20/2019	235.73	0.00	12/20/2019				False	0
603-737-052010 Telephone				488					
122019	12/20/2019	86.66	0.00	12/20/2019				False	0
702-000-052010 Telephone				228					
122019	12/20/2019	0.58	0.00	12/20/2019				False	0
603-737-052010 Telephone				293					
122019	12/20/2019	44.17	0.00	12/20/2019				False	0
603-736-052010 Telephone				600					
122019	12/20/2019	44.17	0.00	12/20/2019				False	0
603-736-052010 Telephone				654					
122019	12/20/2019	54.17	0.00	12/20/2019				False	0
702-000-052010 Telephone				130					
122019	12/20/2019	116.27	0.00	12/20/2019				False	0
702-000-052010 Telephone				967					
122019	12/20/2019	95.75	0.00	12/20/2019				False	0
702-000-052010 Telephone				798					
122019	12/20/2019	75.76	0.00	12/20/2019				False	0
702-000-052010 Telephone				909					
122019 Total:		798.01							
CENTUR	Y LINK Total:	798.01							
									1

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
CITY OF ST. HELENS ST.HELEN 122019 100-000-020300 Court U	12/20/2019 Unapplied Payments	275.00	0.00		HLER OUT OF SB INTO TYLER SOF			False	0
	122019 Total:	275.00							
	CITY OF ST. HELENS To	275.00							
	Report Total:	1,073.01							

Accounts Payable

To Be Paid Proof List

User:

jenniferj

Printed:

01/03/2020 - 9:38AM

Batch:

00001.01.2020 - AP 1.2..20 FY 19-20



Invoice Number Account Number	Invoice Da	te Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
BARRY, RACHAEL 84211 12162019 100-701-052018 Profess	12/30/2019 sional Development	45.99	0.00	01/02/2020 REIMB MILEAGE R I	BARRY OR BUS PLAN LEADERS			False	0
122019 202-721-052019 Profess	12162019 Total: 12/30/2019 sional Services	45.99 11.44	0.00	01/02/2020 REIMB PHOTO PAPE	R / CARD STOCK			False	0
	122019 Total:	11.44							
E2C CORPORATION E2C	BARRY, RACHAEL Total	57.43							
4374 201-000-052058 Events	12/27/2019 - Holloween 4374 Total:	8,699.46	0.00		ROPS PRINT ADVERTISING STAF			False	0
	E2C CORPORATION Tota	8,699.46							
EASYPERMIT POSTAG 025602 12112019	12/11/2019	1,000.00	0.00	01/02/2020				False	0
100-707-052009 Postage	e			8000909004089251 PC	OSTAGE				11

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
	12112019 Total:	1,000.00							
	EASYPERMIT POSTAGE	1,000.00							
ERSKINE LAW PRACT	ICE LLC								
011522 01022020 100-704-052019 Profess	1/2/2020 sional Services	640.00	0.00	01/02/2020 12/19-12/26				False	0
	01022020 Total:	640.00							
	ERSKINE LAW PRACTIC	640.00							
INGRAM LIBRARY SE 016240	RVICES, INC.								
42951713 100-706-052033 Printed	12/12/2019 1 Materials	-11.39	0.00	01/02/2020 BOOKS 20C7921				False	0
	42951713 Total:	-11.39							
43095819 100-000-021300 Library	12/12/2019 y Replacement Fines	-24.73	0.00	01/02/2020 BOOKS 20C7921				False	0
	43095819 Total:	-24.73							
43117239 100-706-052033 Printed	12/12/2019 I Materials	190.22	0.00	01/02/2020 BOOKS 20C7921				False	0
	43117239 Total:	190.22							
43117240 100-000-021300 Library	12/12/2019 y Replacement Fines	393.77	0.00	01/02/2020 BOOKS 20C7921				False	0
	43117240 Total:	393.77							
43117241 100-706-052033 Printed	12/12/2019 1 Materials	16.24	0.00	01/02/2020 BOOKS 20C7921				False	0
									1

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
431	17241 Total:	16.24							
43132403 100-000-021300 Library Repl	12/12/2019 lacement Fines	7.02	0.00	01/02/2020 BOOKS 20C7921				False	0
431	32403 Total:	7.02							
43132404 100-706-052033 Printed Mate	12/13/2019 erials	613.18	0.00	01/02/2020 BOOKS 20C7921				False	0
431	32404 Total:	613.18							
43132405 100-000-021300 Library Repl	12/12/2019 lacement Fines	17.04	0.00	01/02/2020 BOOKS 20C7921				False	0
431	32405 Total:	17.04							
43134418 100-706-052033 Printed Mate	12/12/2019 erials	82.04	0.00	01/02/2020 BOOKS 20C7921				False	0
431	34418 Total:	82.04							
43134419 100-000-021300 Library Repl	12/12/2019 lacement Fines	110.73	0.00	01/02/2020 BOOKS 20C7921				False	0
431	34419 Total:	110.73							
43134420 100-706-052035 Audio Mater	12/12/2019 rials	26.76	0.00	01/02/2020 BOOKS 20C7921				False	0
431	34420 Total:	26.76							
43134421 100-000-021300 Library Repl	12/12/2019 lacement Fines	17.18	0.00	01/02/2020 BOOKS 20C7921				False	0
431	34421 Total:	17.18							
43208437 100-706-052033 Printed Mate	12/12/2019 erials	18.18	0.00	01/02/2020 BOOKS 20C7921				False	0
432	108437 Total:	18.18							
									11

Invoice Number	Invoice	Date Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference	e		
43208438 100-000-021300 Libra	12/12/20 ary Replacement Fines	9 22.61	0.00	01/02/2020 BOOKS 20C7921				False	0
	43208438 Total:	22.61							
43208439 100-706-052028 Proje	12/12/20 ects & Programs	9 11.45	0.00	01/02/2020 BOOKS 20C7921				False	0
	43208439 Total:	11.45							
43208440 100-706-052033 Print	12/18/20 ted Materials	9 33.41	0.00	01/02/2020 BOOKS 20C7921				False	0
	43208440 Total:	33.41							
	INGRAM LIBRARY SER	,523.71							
PITNEY BOWES 025600 1014520964 100-715-052004 Office	12/30/20 ce Supplies	9 156.00	0.00	01/02/2020 POSTAGE MACHI	NE MATERIALS			False	0
	1014520964 Total:	156.00							
	PITNEY BOWES Total:	156.00							
SCHOLL, RICK 030333 12302019 100-703-052018 Prof	12/30/20 fessional Development	9 47.26	0.00		FOR LEADERSHIP CONF. R.	SCHOLI		False	0
	12302019 Total:	47.26							
	SCHOLL, RICK Total:	47.26							
SUNSHINE PIZZA 032710									4

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
12596 201-000-052088 Event	12/26/2019 ts - Christmas	100.00	0.00	01/02/2020 SHIPS DINNER FOOD PIZZA			False	0
	12596 Total:	100.00						
	SUNSHINE PIZZA Total:	100.00						
TIAA COMMERCIAL 203521 6803569 100-715-052021 Equip	12/21/2019	203.13	0.00	01/02/2020 41452028 CONTRACT PAYMENT			False	0
U.S. BANK EQUIPME 033955 402749121 100-715-052021 Equip	1/3/2020	281.57	0.00	01/02/2020 CONTRACT PAYMENT			False	0
	402749121 Total:	281.57						
	U.S. BANK EQUIPMENT	281.57						
WETLAND SOLUTION 036768 18122-7 202-722-052019 Profe	NS NORTHWEST, LLC 12/23/2019 ssional Services	950.00	0.00	01/02/2020 WETLAND DELINEATION BOISE SITE			False	0
	18122-7 Total:	950.00						
	WETLAND SOLUTIONS	950.00						

Invoice Number

Invoice Date Amount Quantity Payment Date Task Label

Type PO # Close PO Line #

Account Number

Reference

Report Total: 13,658.56

Accounts Payable

To Be Paid Proof List

User:

jenniferj

Printed:

01/10/2020 - 8:44AM

Batch:

00002.01.2020 - AP 1.09..20 FY 19-20



Invoice Number		Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number					Description		Reference			
ALLSTREAM										
016479 16564925		12/21/2019	49.74	0.00	01/09/2020				False	0
		12/21/2019	49.74	0.00					raise	U
702-000-052010 Telep 16564925	onone	12/21/2019	24.87	0.00	754802 01/09/2020				False	0
603-736-052010 Telep	shana	12/21/2019	24.67	0.00	754802				Taisc	O
16564925	onone	12/21/2019	24.87	0.00					False	0
603-737-052010 Telep	hone	12/21/2017	24.07	0.00	754802				Taise	ŭ
003-737-032010 Telep	mone	_			734002					
	16564925 Tot	al:	99.48							
	ALLSTREAN	M Total:	99.48							
AMY LINDGREN LAV	WIIC									
34899	W LLC									
398		1/7/2020	1,169.00	0.00	01/09/2020				False	0
100-704-052019 Profe	essional Services		,		OREGON STATE BA	AR DUES 2019-2020				
		_								
	398 Total:		1,169.00							
		_								
	AMY LINDG	REN LAW L	1,169.00							
BROOKE, LISA										
4531										
01082020		1/8/2020	118.02	0.00	01/09/2020				False	0
203-706-052078 Libra	ary Donations Exp				REFUND PORTION	BOOKS LOST				

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line#
0		118.02							
В	BROOKE, LISA Total:	118.02							
CARQUEST AUTO PARTS 005845	STORES								
DEC 2019 701-000-052001 Operating	12/31/2019 Supplies	95.53	0.00	01/09/2020 AUTO PARTS				False	0
D	DEC 2019 Total:	95.53							
C	CARQUEST AUTO PART	95.53							
CENTERLOGIC, INC. 011595 56620 702-000-052019 Profession	1/3/2020 nal Services	172.50	0.00	01/09/2020 IT SUPPORT				False	0
5	6620 Total:	172.50							
56733 702-000-052006 Computer	1/3/2020 Maintenance	1,802.50	0.00		SENTIA MSP SONICWALL FA	AS VEE		False	0
5	6733 Total:	1,802.50							
56828 702-000-052006 Computer	1/3/2020 Maintenance	375.00	0.00	01/09/2020 AGREEMENT OF	FICE 365			False	0
5	6828 Total:	375.00							
C	CENTERLOGIC, INC. To	2,350.00							
CENTRO PRINTING SOLU 006282	JTIONS								
220210 100-707-052004 Office Sup	12/16/2019 oplies	199.35	0.00	01/09/2020 W-2 AND 1099 FC	DRMS			False	0 1

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
	220210 Total:	199.35							
	CENTRO PRINTING SOL	199.35							
CENTURY LINK 034002									
12172019	12/17/2019	40.71	0.00	01/09/2020				False	0
702-000-052010 Teleph 12172019 702-000-052010 Teleph	12/17/2019	40.71	0.00	369B 01/09/2020 025B				False	0
	12172019 Total:	81.42							
12252019 702-000-052010 Teleph	12/25/2019	346.12	0.00	01/09/2020 966B				False	0
	12252019 Total:	346.12							
	CENTURY LINK Total:	427.54							
CENTURY LINK- ACCI 034004	ESS BILLING								
3263X201S19348 702-000-052010 Teleph	12/11/2019 none	82.22	0.00	01/09/2020 01S3				False	0
	3263X201S19348 Total:	82.22							
3263X204S19345 702-000-052010 Teleph	12/11/2019 none	82.22	0.00	01/09/2020 04S3				False	0
	3263X204S19345 Total:	82.22							
	CENTURY LINK- ACCES	164.44							
CENTURYLINK, BUSIN	NESS SERVICES								
45215									1

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
1482264000 702-000-052010 Telephone	12/11/2019	287.67	0.00	01/09/2020 88035002			False	0
148	32264000 Total:	287.67						
CE	NTURYLINK, BUSINE	287.67						
CINTAS CORPORATION 037620								
8404438949 703-734-052019 Professional	12/20/2019 Services	63.47	0.00	01/09/2020 FIRST AID CABINET SERVICE			False	0
840	- 04438949 Total:	63.47						
8404438950 100-708-052019 Professional	12/20/2019 Services	34.86	0.00	01/09/2020 FIRST AID CABINET SERVICE			False	0
840	- 04438950 Total:	34.86						
8404438951 100-715-052019 Professional	12/20/2019 Services	53.54	0.00	01/09/2020 FIRST AID CABINET SERVICE			False	0
840	-04438951 Total:	53.54						
CIN	NTAS CORPORATION	151.87						
CITY OF COLUMBIA CITY 007370								
12262019 601-732-052003 Utilities	12/26/2020	80.06	0.00	01/09/2020 001754-001			False	0
122	-262019 Total:	80.06						
	- TY OF COLUMBIA CIT	80.06						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
190867 100-702-052019 Profes	1/6/2020 ssional Services	296.16	0.00	01/09/2020 MONTHLY USER FEE OR 0486			False	0
	190867 Total:	296.16						
	CLOUD RECORDS MAN	296.16						
COLUMBIA NW HEAT 008265 13255507 100-709-052023 Facilit	12/5/2019	159.95	0.00	01/09/2020 SERVICE CALL REC CENTER THERMOSTAT SET A	ΝΙ		False	0
	13255507 Total:	159.95						
13398962 100-715-052023 Facilit	12/27/2019 ty Maintenance	223.65	0.00	01/09/2020 SERVICE CALL CITY HALL			False	0
	13398962 Total:	223.65						
20-10059 704-000-053018 Capita	12/17/2019 al Outlay - City Hall	4,590.75	0.00	01/09/2020 EXTEND DUCTWORK REMODEL UB OFFICE			False	0
	20-10059 Total:	4,590.75						
	COLUMBIA NW HEATIN	4,974.35						
COLUMBIA RIVER P.U 008325 01022020 603-737-052003 Utilitie	1/2/2020	6,028.87	0.00	01/09/2020 38633			False	0
	01022020 Total:	6,028.87						
	COLUMBIA RIVER P.U.D	6,028.87						

COLUMBIA RIVER WOODWORKS, NATHAN D JOHNSON 51222

Invoice Number		Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number					Description		Reference			
12132019-1 100-705-052001 Operat	ting Supplies	12/13/2019	2,100.00	0.00	01/09/2020 CABINETS				False	0
	12132019-1 To	otal:	2,100.00							
	COLUMBIA F	RIVER WOO	2,100.00							
COMCAST COMCAST 01012020 702-000-052003 Utilitie	es	1/1/2020	168.40	0.00	01/09/2020 4924				False	0
	01012020 Tota	al:	168.40							
12122019 702-000-052003 Utilitie	es	12/12/2019	155.36	0.00	01/09/2020 3238				False	0
	12122019 Tota	al:	155.36							
12142019 702-000-052003 Utilitie	es	12/14/2019	95.41	0.00	01/09/2020 9228				False	0
	12142019 Tota	- ıl:	95.41							
12212019 702-000-052003 Utilitie	es	12/21/2019	1,052.22	0.00	01/09/2020 4669				False	0
	12212019 Tota	al:	1,052.22							
12252019 702-000-052003 Utilitie	es	12/25/2019	106.85	0.00	01/09/2020 3930				False	0
	12252019 Tota	il:	106.85							
	COMCAST To	otal:	1,578.24							
COMMUNICATIONS N	IORTHWEST									
48721 69241		12/20/2019	1,199.52	0.00	01/09/2020				False	^ 121

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
100-705-052021 Equipment Maintenan	ce			TM9300 INSTALL KIT MICROPHONE				
69241 Total:	•	1,199.52						
COMMUNIC	CATIONS NO	1,199.52						
CORPORATION DIVISION - NOTARY	, STATE OF OREGO	ON						
25908 1082020	1/8/2020	40.00	0.00	01/09/2020			False	0
100-710-052019 Professional Services	1/0/2020	40.00	0.00	CHRISTINA SULLIVAN NOTARY			i disc	Ü
01082020 Tot	tal:	40.00						
CORPORATI	ON DIVISIO	40.00						
DAHLGRENS DO IT BEST BUILDERS	S SUPPLY							
2262019	12/26/2019	28.50	0.00	01/09/2020			False	0
704-000-053023 Capital Outlay - GClif				MATERIALS ACCT 10026				
2262019	12/26/2019	57.97	0.00	01/09/2020			False	0
704-000-053023 Capital Outlay - GClif 2262019	f Proj 12/26/2019	5.17	0.00	MATERIALS ACCT 10026 01/09/2020			False	0
703-734-052001 Operating Supplies	12/20/2019	3.17	0.00	MATERIALS ACCT 10026			raise	U
2262019	12/26/2019	38.97	0.00	01/09/2020			False	0
703-734-052001 Operating Supplies				MATERIALS ACCT 10026				•
2262019	12/26/2019	31.37	0.00	01/09/2020			False	0
100-708-052001 Operating Supplies				MATERIALS ACCT 10026				
2262019	12/26/2019	7.49	0.00	01/09/2020			False	0
100-708-052001 Operating Supplies				MATERIALS ACCT 10026				
2262019	12/26/2019	214.06	0.00	01/09/2020			False	0
603-737-052001 Operating Supplies 2262019	10/26/2019	55.99	0.00	MATERIALS ACCT 10026 01/09/2020			False	0
	10/20/2019	33.99	0.00				raise	U
100-708-052001 Operating Supplies 2262019	12/26/2019	49.48	0.00	MATERIALS ACCT 10026 01/09/2020			False	0
704-000-053018 Capital Outlay - City I		77.70	0.00	MATERIALS ACCT 10026			1 4100	Ü
2262019	10/26/2019	179.90	0.00	01/09/2020			False	0
100-708-052001 Operating Supplies				MATERIALS ACCT 10026				
7 - Transport				·				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference			
12262019	10/26/2019	78.25	0.00	01/09/2020			False	0
100-708-052001 Operating Supplies				MATERIALS ACCT 10026				
12262019	10/26/2019	26.99	0.00	01/09/2020			False	0
704-000-053023 Capital Outlay - GClif	f Proj			MATERIALS ACCT 10026				
12262019	10/26/2019	179.90	0.00	01/09/2020			False	0
704-000-053023 Capital Outlay - GClif	f Proj			MATERIALS ACCT 10026				
12262019	10/26/2019	128.83	0.00	01/09/2020			False	0
704-000-053023 Capital Outlay - GClif	f Proj			MATERIALS ACCT 10026				
12262019	10/26/2019	20.50	0.00	01/09/2020			False	0
703-734-052001 Operating Supplies				MATERIALS ACCT 10026				
12262019	10/26/2019	271.84	0.00	01/09/2020			False	0
704-000-053023 Capital Outlay - GClif	f Proj			MATERIALS ACCT 10026				
12262019	10/26/2019	26.99	0.00	01/09/2020			False	0
704-000-053023 Capital Outlay - GClif	f Proj			MATERIALS ACCT 10026				
12262019	12/26/2019	510.81	0.00	01/09/2020			False	0
100-708-052001 Operating Supplies				MATERIALS ACCT 10026				
12262019 Tot	tal:	1,913.01						
DAHLGREN	S DO IT BES	1,913.01						
DAILY JOURNAL OF COMMERCE, IN	NC							
009900								
744506357	11/11/2019	135.52	0.00	01/09/2020			False	0
702-000-052019 Professional Services				BID IT SERVICES				
744506357 To	otal:	135.52						
DAILY JOUR	PNALOE CO	135.52						
DAILI JOUI	dval or co	133.32						
DEPARTMENT OF TRANSPORTATIO 023151	N, DMV SERVICES							
L0009602442	12/31/2019	3.00	0.00	01/09/2020			False	0
100-702-052024 Miscellaneous				MEDIA 38740987				
L0009602442		3.00						
. , , , , , , , , , , , , , , , , , , ,	•							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
DEPAI	RTMENT OF TRAN	3.00						
ENVIRO-CLEAN EQUIPMENT								
011455 20-50011 701-000-052001 Operating Supp	1/6/2020 lies	299.87	0.00	01/09/2020 OD WALL			False	0
20-500	- 111 Total:	299.87						
20-50073 701-000-052001 Operating Supp	1/9/2020 lies	2,275.54	0.00	01/09/2020 HOPPER INTAKE TUBE / GASKET BOLT			False	0
20-500	73 Total:	2,275.54						
ENVIR	RO-CLEAN EQUIPM	2,575.41						
FLINN, STEPHEN ATTORNEY	AT LAW							
854114 01062020 100-704-052019 Professional Ser	1/6/2020 rvices	725.00	0.00	01/09/2020 TREAT KARPEES MATHEWS NIRSCHL			False	0
010620	- 020 Total:	725.00						
FLINN	I, STEPHEN ATTOR	725.00						
HACH COMPANY 014200								
11773481	12/24/2019	68.07	0.00				False	0
601-731-052001 Operating Supp 11773481 601-732-052023 Facility Mainter	12/24/2019	136.15	0.00	REAGENT SET CHLORINE FREE CL 17 01/09/2020 REAGENT SET CHLORINE FREE CL 17			False	0
117734	- 481 Total:	204.22						
НАСН	COMPANY Total:	204.22						
								12

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
HASA INC 014771 667457 603-736-052083 Chemicals	12/23/2019	4,635.00	0.00	01/09/2020 MULTI CHLOR				False	0
667	457 Total:	4,635.00							
НА	SA INC Total:	4,635.00							
HUDSON GARBAGE SERVIO	CE								
10556977 603-737-052003 Utilities	12/1/2019	170.06	0.00	01/09/2020 8333				False	0
10556977 603-736-052003 Utilities	12/1/2019	170.07	0.00	01/09/2020 8333				False	0
105	56977 Total:	340.13							
10557114 703-734-052003 Utilities	12/1/2019	90.49	0.00	01/09/2020 7555				False	0
105	57114 Total:	90.49							
10557115 100-705-052003 Utilities	12/1/2019	467.74	0.00	01/09/2020 7598				False	0
105	57115 Total:	467.74							
10557116 100-715-052023 Facility Main	12/1/2019 Intenance	355.52	0.00	01/09/2020 7601				False	0
105	57116 Total:	355.52							
10557117 100-708-052023 Facility Main	12/1/2019 Intenance	180.79	0.00	01/09/2020 7636				False	0
105	57117 Total:	180.79							
10606540 100-706-052003 Utilities	1/1/2020	59.80	0.00	01/09/2020 1554				False	0 12

Account Number							Line#
				Description	Reference		
	10606540 Total:	59.80					
10607163 201-000-052058 Events -	1/1/2020 - Holloween	116.84	0.00	01/09/2020 0036		False	0
	10607163 Total:	116.84					
10607199 100-709-052023 Facility	1/1/2020 Maintenance	96.59	0.00	01/09/2020 7056		False	0
	10607199 Total:	96.59					
10607264 202-722-052023 Facility	1/1/2020 Maintenance	123.42	0.00	01/09/2020 1026		False	0
	10607264 Total:	123.42					
10607275 703-734-052023 Facility	1/1/2020 Maintenance	64.88	0.00	01/09/2020 1291		False	0
	10607275 Total:	64.88					
	HUDSON GARBAGE SER	1,896.20					
INGRAM LIBRARY SER	VICES, INC.						
016240 20C7921 100-000-021300 Library	12/23/2019 Replacement Fines	-20.79	0.00	01/09/2020 BOOKS 20C7921		False	0
	20C7921 Total:	-20.79					
43050794 100-706-052033 Printed	12/9/2019 Materials	-44.34	0.00	01/09/2020 BOOKS 20C7921		False	0
	43050794 Total:	-44.34					
43117238 100-706-052033 Printed	12/12/2019 Materials	10.36	0.00	01/09/2020 BOOKS 20C7921		False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
43117238	- Total:	10.36							
43134415 100-000-021300 Library Replaceme	12/15/2019 nt Fines	31.12	0.00	01/09/2020 BOOKS 20C7921				False	0
43134415	Total:	31.12							
43134416 100-706-052033 Printed Materials	12/15/2019	21.76	0.00	01/09/2020 BOOKS 20C7921				False	0
43134416	Total:	21.76							
43134417 100-706-052033 Printed Materials	12/15/2019	44.53	0.00	01/09/2020 BOOKS 20C7921				False	0
43134417	Total:	44.53							
43208441 100-000-021300 Library Replaceme	12/18/2019 nt Fines	16.53	0.00	01/09/2020 BOOKS 20C7921				False	0
43208441	Total:	16.53							
43208442 100-706-052033 Printed Materials	12/18/2019	477.01	0.00	01/09/2020 BOOKS 20C7921				False	0
43208442	Total:	477.01							
INGRAM	LIBRARY SERV	536.18							
JORDAN RAMIS PC									
030274 165290 100-701-052019 Professional Service	12/30/2019	1,112.50	0.00	01/09/2020 GENERAL LEGAL				False	0
165290 703-734-052019 Professional Service	12/30/2019	140.00	0.00	01/09/2020 GENERAL LEGAL				False	0
165290 To	- tal:	1,252.50							
165291 605-000-052019 Professional Service	12/30/2019 es	1,910.00	0.00	01/09/2020 PUBLIC WORKS LE	EGAL			False	0 12

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
	165291 Total:	1,910.00						
165292 100-701-052019 Prof	12/30/2019 Pessional Services	949.00	0.00	01/09/2020 FRANCHISE			False	0
	165292 Total:	949.00						
165293 100-715-052049 Litig	12/30/2019 gation Settlement	233.50	0.00	01/09/2020 GRUMPYS TOWING LLC			False	0
	165293 Total:	233.50						
165294 100-701-052019 Prof	12/30/2019 Pessional Services	25.00	0.00	01/09/2020 TOPAZ ETHICS COMPLAINT			False	0
	165294 Total:	25.00						
	JORDAN RAMIS PC Tota	4,370.00						
	TIONS & LOCKSMITH, LLC							
KJSECUR 0003787 100-705-052023 Faci	12/18/2019 lity Maintenance	75.00	0.00	01/09/2020 KEY PAD REPAIR			False	0
	0003787 Total:	75.00						
	KJ SECURITY SOLUTIO	75.00						
LAWRENCE COMPA 018028 13522	NY 1/3/2020	100.00	0.00	01/09/2020			False	0
100-707-052019 Prof	essional Services			1/1-3/31/2020				
	13522 Total:	100.00						
	LAWRENCE COMPANY	100.00						
								12

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
LAWRENCE OIL CO.									
018030 019001-1936501	12/31/2019	792.61	0.00	01/09/2020				False	0
703-734-052022 Fuel / Oil		7,72.01	0.00	247748				Tuise	V
019001-1936501	12/31/2019	54.54	0.00	01/09/2020				False	0
703-734-052022 Fuel / Oil				247749					
019001-1936501	12/31/2019	41.67	0.00	01/09/2020				False	0
601-732-052022 Fuel / Oil 019001-1936501	12/31/2019	32.26	0.00	247749 01/09/2020				False	0
703-734-052022 Fuel / Oil			****	247749					
C	019001-1936501 Total:	921.08							
Ι	LAWRENCE OIL CO. Tot	921.08							
LEWIS AUDIO VIDEO INC 018220	C.								
11690	12/16/2019	11,522.15	0.00	01/09/2020				False	0
702-000-052019 Profession	nal Services			AUDIO WORK C	OUNCIL CHAMBERS AND WIRING				
1	1690 Total:	11,522.15							
_									
I	LEWIS AUDIO VIDEO IN	11,522.15							
LIBRARY IDEAS, LLC 018424									
73572	12/20/2019	227.64	0.00	01/09/2020				False	0
100-706-052033 Printed M	laterials			BOOKS					
_	72.572 T I	227.64							
,	73572 Total:	227.64							
	IDDADWIDEACAACT	227.61							
I	LIBRARY IDEAS, LLC To	227.64							
LOCKE KEITH									
LOCKE, KEITH 018860									
01092020	1/9/2020	225.13	0.00	01/09/2020				False	0
									12

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
100-703-052041 Counci	il Discrenary			REIMB. CHRISTMAS SHIP DINNER SUPPLIES K.	LOC			
	01092020 Total:	225.13						
	LOCKE, KEITH Total:	225.13						
LOWER COLUMBIA EN 019150 5829 202-721-052096 CDBG	12/20/2019	10,300.50	0.00	01/09/2020 COL PAC FOOD BANK NOV 2019			False	0
	5829 Total:	10,300.50						
	LOWER COLUMBIA ENG	10,300.50						
MASONIC BUILDING I 012950 01032020 201-000-052019 Profess	LLC, C/0 ELLIOT MICHAEL 1/3/2020 sional Services	694.58	0.00	01/09/2020 PARKING LOT LEASE 2020			False	0
	01032020 Total:	694.58						
	MASONIC BUILDING LL	694.58						
MIDWEST TAPE 020427 98330719 100-706-052034 Visual		18.10	0.00	01/09/2020 BOOKS 2000010011			False	0
98363520	98330719 Total: 12/20/2019	18.10 118.81	0.00	01/09/2020			False	0
98363520 100-706-052034 Visual 98363520 100-706-052035 Audio	Materials 12/20/2019	95.06	0.00	BOOKS 2000010011			False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
Ģ	98363520 Total:	213.87						
98408209 100-706-052035 Audio Ma	12/27/2019 aterials	-104.98	0.00	01/09/2020 BOOKS 2000010011			False	0
è	98408209 Total:	-104.98						
1	MIDWEST TAPE Total:	126.99						
MILLER, AMANDA 87451777 01092020 100-709-052019 Professio	1/9/2020 onal Services	55.00	0.00	01/09/2020 REFUND OF BASKETBALL			False	0
(01092020 Total:	55.00						
1	MILLER, AMANDA Total	55.00						
NATIONAL BUSINESS FU 020832 MK537642	URNITURE 1/8/2020	7,740.30	0.00	01/09/2020			False	0
704-000-053018 Capital O		7,740.30	0.00	COURT AND UB FURNITURE			raisc	Ü
1	MK537642 Total:	7,740.30						
1	NATIONAL BUSINESS F	7,740.30						
NET ASSETS 020888 95-201912 100-707-052019 Professio	1/8/2020 onal Services	363.00	0.00	01/09/2020 ESCROW SERVICES			False	0
9	95-201912 Total:	363.00						
DEC 2019 100-707-052019 Professio	1/8/2020 onal Services	780.00	0.00	01/09/2020 PORTLAND TITLE GROUP / CCTE / TICOR			False	0 13

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Task Label Description	Type Reference	PO #	Close PO	Line#
Account Number				Description	Reference			
	DEC 2019 Total:	780.00						
	NET ASSETS Total:	1,143.00						
NORTHSTAR CHEM	ICAL, INC.							
021556 159604 601-732-052083 Che	12/30/2019 micals	524.12	0.00	01/09/2020 SODIUM HYPOCHLORITE 12.5			False	0
	159604 Total:	524.12						
	NORTHSTAR CHEMICAL	524.12						
NORTHWEST DELI	DISTRIBUTION INC							
021184 371035-1 100-708-052001 Ope	1/3/2020 grating Supplies	207.28	0.00	01/09/2020 MATERIALS BATHROOMS PARKS			False	0
	371035-1 Total:	207.28						
	NORTHWEST DELI DIST	207.28						
OREGON BUILDING	G OFFICIALS ASSO							
022021 456 100-711-052018 Prof	11/12/2019 fessional Development	395.00	0.00	01/09/2020 CLASS A RENEWAL MICHAEL DE ROIA			False	0
	456 Total:	395.00						
	OREGON BUILDING OF	395.00						
	ENVIRONMENTAL QUALITY, ATTN	I: ACCOU						
010137 HSRAF20-1365	12/19/2019	439.46	0.00	01/09/2020			False	0 13

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
202-721-052050 Con	nmunity Wide Assessment			BOISE WHITE PAPER 163875-00				
	HSRAF20-1365 Total:	439.46						
	OREGON DEPT. OF ENV	439.46						
OREGON DEQ, BUS 02200	INESS OFFICE							
01092020 601-731-052019 Prof	1/9/2020 fessional Services	200.00	0.00	01/09/2020 RCRA WASTE SITE ID			False	0
	01092020 Total:	200.00						
	OREGON DEQ, BUSINES	200.00						
OREGON DMV DMV	1/0/2000	10.00	0.00	01/00/2020			F.1	0
012020 100-705-052001 Ope	1/8/2020 erating Supplies	10.00	0.00	01/09/2020 REPLACEMENT STICKERS 2011 CHEV IMPLA			False	0
	012020 Total:	10.00						
	OREGON DMV Total:	10.00						
ORKIN ORKIN 192952367 100-715-052023 Faci	1/10/2020 ility Maintenance	85.00	0.00	01/09/2020 PEST CONTROL			False	0
	192952367 Total:	85.00						
	ORKIN Total:	85.00						
PEAK ELECTRIC GR PEAK.ELE	ROUP, LLC							1

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
1240956 704-000-053018 Capital Outlay - C	11/27/2019 ity Hall	155.00	0.00	01/09/2020 SERVICE CHARGE TRUCK FEE			False	0
1240956	- Total:	155.00						
1341434-1 704-000-053018 Capital Outlay - C	12/16/2019 ity Hall	540.06	0.00	01/09/2020 4 LAMP BALLASTS			False	0
1341434-	1 Total:	540.06						
PEAK EL	ECTRIC GROU	695.06						
RUBENS LAWN SERVICE, JENNII 028033 0002833	1/1/2020	40.00	0.00				False	0
100-705-052023 Facility Maintenance 0002833 Total:	40.00		DEC LAWN SERVICE					
RUBENS	LAWN SERVIC	40.00						
SAIF CORPORATION 028300 01022020 1/2/2020 703-734-051014 Disability Life Ins		1,322.08	0.00	01/09/2020 S. TUPPER SAIF CLAIMS			False	0
01022020	Total:	1,322.08						
SAIF CO.	RPORATION To	1,322.08						
SECURE PACIFIC CORPORATION 001384 244259 703-734-052023 Facility Maintenan	1/1/2020	94.14	0.00	01/09/2020 MONITORING 1/1-3/31/2020			False	0
244259 To	otal:	94.14						13

Invoice Number		Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
244260 100-706-052023 Facil	lity Maintenance	1/1/2020	125.85	0.00	01/09/2020 MONITORING 1/1-3/31/2020			False	0
	244260 Total:	_	125.85						
244261 100-708-052023 Facil	lity Maintenance	1/1/2020	103.65	0.00	01/09/2020 MONITORING 1/1-3/31/2020			False	0
	244261 Total:	-	103.65						
244262 100-705-052023 Facil	lity Maintenance	1/1/2020	94.35	0.00	01/09/2020 MONITORING 1/1-3/31/2020			False	0
	244262 Total:	-	94.35						
244263 603-736-052023 Facil	lity Maintenance	1/1/2020	47.10	0.00	01/09/2020 MONITORING 1/1-3/31/2020			False	0
244263 603-737-052023 Facil		1/1/2020	47.10	0.00	01/09/2020 MONITORING 1/1-3/31/2020			False	0
	244263 Total:	-	94.20						
244264 601-732-052023 Facil	lity Maintenance	1/1/2020	157.20	0.00	01/09/2020 MONITORING 1/1-3/31/2020			False	0
	244264 Total:	_	157.20						
	SECURE PAC	IFIC CORP	669.39						
SHRED-IT USA, LLC SHRED-IT 8128887759 100-705-052019 Profe		12/31/2019	71.07	0.00	01/09/2020 POLICE SHRED SERVICE			False	0
100-703-03201911010	8128887759 To	etal:	71.07		TOLICE SHIRED SERVICE				
	012000//39 10	uai. _	/1.0/						
	SHRED-IT US	SA, LLC Tot	71.07						

SOLUTIONS YES

Invoice Number		Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number					Description		Reference			
013581 INV218627 100-715-052005 Sma	ll Equipment	12/12/2019	153.18	0.00	01/09/2020 TONER				False	0
	INV218627 T	Total:	153.18							
INV218658 100-715-052005 Sma	ıll Equipment	12/12/2019	76.58	0.00	01/09/2020 KYOCERA				False	0
	INV218658 T	Fotal:	76.58							
INV219194 100-715-052005 Sma	ıll Equipment	12/17/2019	190.00	0.00	01/09/2020 KYOCERA				False	0
	INV219194 T	Total:	190.00							
INV220055 100-715-052005 Sma	ıll Equipment	12/24/2019	36.00	0.00	01/09/2020 KYOCERA				False	0
	INV220055 T	Total:	36.00							
INV221136 100-715-052005 Sma	INV221136 1/2/2020 100-715-052005 Small Equipment		179.45	0.00	01/09/2020 KYOCERA				False	0
	INV221136 T	· ·otal:	179.45							
	SOLUTIONS	S YES Total:	635.21							
ST. HELENS AUTO C 028473	CENTER									
32657 701-000-052001 Oper	rating Supplies	1/9/2020	415.85	0.00	01/09/2020 RE ISSUE CK 1254	452 AUTO REPAIR SERVICES			False	0
	32657 Total:	•	415.85							
33442 701-000-052001 Open	33442 1/9/2020 701-000-052001 Operating Supplies		1,937.44	0.00	01/09/2020 RE ISSUE CK 1254	452 AUTO REPAIR SERVICES			False	0
	33442 Total:	•	1,937.44							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference			
	ST. HELENS AUTO CEN	2,353.29						
ST. HELENS SCHOOI 028955 01092020 100-000-020400 Scho	1/9/2020	85,915.50	0.00	01/09/2020 SCHOOL EXCISE TAX 10/1-12/31			False	0
	01092020 Total:	85,915.50						
	ST. HELENS SCHOOL DI	85,915.50						
SUNSET AUTO PART 020815 12312019 701-000-052001 Oper	12/31/2019	169.62	0.00	01/09/2020 AUTO PARTS			False	0
	12312019 Total:	169.62						
	SUNSET AUTO PARTS, I	169.62						
SUPERIOR TIRE SER 032774 6518348 701-000-052001 Oper	1/10/2020	53.00	0.00	01/09/2020 BACKHOE TIRE REPAIR			False	0
	6518348 Total:	53.00						
	SUPERIOR TIRE SERVIC	53.00						
SWEDISH ROOTS IN 8742 01012020 100-706-052028 Proje	1/1/2020	125.00	0.00	01/09/2020 EXHIBIT RENTAL CC MUSEUM ASSOCIATION	N		False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
	01012020 Total:	125.00						
	SWEDISH ROOTS IN OR	125.00						
TCMS- LONGIEW 033013 76473 100-705-052023 Facility	12/17/2019 Maintenance	1,538.66	0.00	01/09/2020 POLICE SERVICE CALL			False	0
	76473 Total:	1,538.66						
	TCMS- LONGIEW Total:	1,538.66						
VERIZON WIRELESS 000720 9844614365 100-705-052010 Telepho	1/9/2020 ne	1,504.32	0.00	01/09/2020 271826771-00001			False	0
	9844614365 Total:	1,504.32						
9844674566	12/20/2019	36.14	0.00				False	0
100-701-052010 Telepho 9844674566	12/20/2019	52.52	0.00				False	0
100-711-052010 Telepho 9844674566	12/20/2019	133.41	0.00				False	0
601-732-052010 Telepho 9844674566	12/20/2019	41.60	0.00				False	0
603-736-052010 Telepho 9844674566	12/20/2019	41.60	0.00				False	0
603-737-052010 Telepho 9844674566	12/20/2019	41.60	0.00				False	0
603-738-052010 Telepho 9844674566	12/20/2019	80.02	0.00				False	0
601-731-052010 Telepho 9844674566	12/20/2019	179.46	0.00				False	0
703-733-052010 Telepho 9844674566	ne 12/20/2019	52.52	0.00	871458396-00001 01/09/2020			False	'13

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line#
Account Number				Description		Reference			
701-000-052010 Telepho 9844674566 703-734-052010 Telepho 9844674566 100-709-052010 Telepho	12/20/2019 one 12/20/2019	301.05 88.66	0.00	871458396-00001				False False	0
	9844674566 Total:	1,048.58							
	VERIZON WIRELESS To	2,552.90							
WARD, DAVE 8741 01092020 100-709-052019 Profess	1/9/2020 ional Services	509.88	0.00	01/09/2020 REIMB. FOR BAS	KETBALLS PURCHASED FOR REC I			False	0
	01092020 Total:	509.88							
	WARD, DAVE Total:	509.88							
WEST MEYER FENCE 036320 20021478 100-708-052001 Operati	1/10/2020 ing Supplies	1,497.00	0.00		INK HIT BY CAR MCCORMICK PAR			False	0
	20021478 Total:	1,497.00							
	WEST MEYER FENCE To	1,497.00							
WEX BANK 5112									
62939859 100-705-052022 Fuel / C	1/10/2020 Dil	2,543.64	0.00	01/09/2020 FUEL PURCHASE	28			False	0
62939859 100-715-052022 Fuel/Oi	1/10/2020	2,543.64	0.00					False	0
	62939859 Total:	5,087.28							13

Invoice Number	Invoice Date	Amount	Quantity	Payment Date Task Label	Type	PO #	Close PO	Line#
Account Number				Description	Reference			
	WEX BANK Total:	5,087.28						
WOODRUFF, NICOLE N-Wood 122019 100-706-052018 Profes	1/8/2020	22.62	0.00	01/09/2020 MILEAGE REIMB. LIB / CH			False	0
	122019 Total:	22.62						
	WOODRUFF, NICOLE To	22.62						
	Report Total:	176,603.43						