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City of St. Helens

UPDATED

COUNCIL WORK SESSION AGENDA

Wednesday, May 20, 2015, 1:00 p.m.

City Council Chambers, 265 Strand Street, St. Helens

City Council Members

Mayor Randy Peterson
Council President Doug Morten
Councilor Keith Locke
Councilor Susan Conn
Councilor Ginny Carlson

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. Visitor Comments 1:00 p.m.
2. **Oath of Office – New Police Officer Dylan Gaston** 1:05 p.m.
3. Annual Report from Arts & Cultural Commission – *Kevin Chavez* 1:10 p.m.
4. Review Proposed Senior Center Lease Changes – *John* 1:20 p.m.
5. Discuss Options for Allowing Targeted Grazing 1:35 p.m.
6. Review Draft Ordinance Regarding Smoking, Tobacco and Marijuana Use in City Parks and on City-Owned Property 1:50 p.m.
7. Discuss City's Concerns about Coal Trains 2:05 p.m.
8. Department Reports 2:25 p.m.
9. Council Reports 2:45 p.m.
10. Executive Session: ORS 192.660(2)(e) Real Property Transactions 3:05 p.m.
11. Other Business
12. Next Work Session Items
13. Upcoming Dates to Remember:
 - **May 20, Council Work Session, 1:00 p.m., Council Chambers**
 - **May 20, Council Public Hearing, 6:00 p.m., Council Chambers**
 - **May 20, Council Regular Session, 7:00 p.m., Council Chambers**
 - May 21, Library Board, 7:15 p.m., Columbia Center Auditorium
 - **May 25, Memorial Day, All City Offices Closed**
 - May 28, Bicycle & Pedestrian Commission, 6:30 p.m., Council Chambers
14. Future Public Hearing(s)/Forum(s):
 - May 20, 6:00 p.m., PH: Development Code Amendments
 - June 3, 6:00 p.m., PH: Parks & Trails Master Plan
 - June 3, 6:30 p.m., PH: FY 2015-16 Budget Adoption

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

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

Council Action Sheet



To: Mayor and City Council Members

From: Kathy Payne, City Recorder

Date: May 20, 2015

Subject: Senior Center Lease Renewal

Background

The St. Helens Senior Center Lease expires on June 30, 2015. The Seniors have expressed their interest in renewing the Lease and have submitted some proposed changes. The redlined version attached can be interpreted as follows:

- black is existing text from previous agreement;
- **red** text are changes proposed by Senior Center (Cheryl);
- **red** or **blue** underlined text are John Walsh's edits; and
- ~~strike through~~ in either color is language not acceptable to the City.

Some of the key points the Seniors made are noted in an email from Cheryl Young, Senior Center Manager:

"The basic idea for the changes are to ensure the Seniors that they have control over the use of the building and that the City won't step in and think they can move other groups in without the approval of the Seniors (within reason, of course). We would also like to see a little more help with repairs and maintenance of the structure of the building such as plumbing (which the City has been helping with anyway ... just want it documented), possibly electrical, and other repairs to the inside and outside of the building that Public Works already deals with in their other buildings. The third thing has to do with potentially unnecessary and too frequent reporting. For example, we document the number of people coming in to the center to the point that they sign in properly and we have documentation on meals served, but the part about who and how many participate in activities shouldn't be that big a deal."

Recommendation

Staff recommends that the Council review the proposed changes by the Seniors and the proposed changes by John. And upon a final version, authorize the Mayor to sign the lease at the May 20 regular session.

Attachments: Redlined version of Lease

LEASE FOR OPERATION OF ST. HELENS SENIOR CENTER

This LEASE, made and entered into the ____ day of _____, 201~~5~~ between the CITY OF ST. HELENS, OREGON, a municipal corporation, hereinafter referred to as (“Owner”), and SENIOR CENTER, INC., an Oregon nonprofit corporation, hereinafter referred to as (“Operator”).

RECITALS

A. ~~A.~~ The City of St. Helens recognizes the St. Helens Senior Center Inc. as a community asset; and

B. The City of St. Helens desires to support senior services in our community by providing facilities, maintenance and general support towards the operations of the St. Helens Senior Center; and

~~Owner applied for and received a Community Development Block Grant for the development and construction of the St. Helens Senior Center in 1979. Another Community Development Block Grant was used to renovate the existing building in 2010. The Senior Center raised most of the funds except for the CDBG which the City prepared and submitted the application for the grant.~~

B. Operator acknowledges that it neither has nor makes any claim of ownership of a kind or nature to the real property which is the subject of this Lease known as the St. Helens Senior Center. ~~However, the Owner acknowledges the operator is a major stakeholder and has raised funds to pay for most of the building renovation and attached fixtures and equipment and thus has a moral right of claim to the building and land.~~

AGREEMENT

Based upon the above recitals and the mutual covenants and agreements contained herein, Owner grants to Operator an exclusive tenancy to operate and manage the St. Helens Senior Center building located at 375 South 15th Street, St. Helens, Oregon, for the term stated in this Lease and subject to the authority and control of Owner and to the conditions of this Lease.

1. **Term.** The term of this Lease shall commence upon execution of this Lease and continue for ~~twenty-four (24) months~~ sixty (60) months.

2. **Consideration.** As consideration for this Lease, Operator shall maintain operation of the St. Helens Senior Center at least Monday through Friday, excluding public holidays ~~all year, inclement weather conditions, or other unexpected emergencies.~~

3. **Renewal of Occupancy.** Owner agrees to discuss with Operator an extension of this Lease for an additional term. Operator shall notify Owner in writing of its desire to renew this Lease prior to the first day of the ~~twentieth (20th)~~ fifty-sixth (56) month of the Lease. Thereafter, Owner, or its designee, and Operator, acting through a designated agent, shall meet to

discuss the renewal of this Lease with the terms and conditions of renewal. Agreement for renewal shall be reached by the last day of the ~~twenty-fourth (24th)~~ fifty-eighth (58) month of the term of this Lease or any subsequent Leases. If agreement has not been reached, ~~a mutually agreed upon extension will be permitted~~ pursuant to Section 15.

4. Control. The Owner shall have the ultimate authority to make all decisions with respect to the management and operation of the Senior Center and in accordance with the Building Use [and Rental](#) Policy, in the form attached hereto as Exhibit A and incorporated by reference, as adopted by the Operator and approved by the Owner.

5. Semiannual Reports.

5.1 Operator shall make written reports to the Owner's City Recorder regarding the operation of the Senior Center every six months. The written reports shall be received in the office of the City Recorder within thirty (30) days of the end of each six-month period. Each report shall cover the following topics together with any other significant information relating to the Senior Center.

5.1.1 Current and projected financial status. ~~compared with the amount budgeted.~~

5.1.2 Condition of premises and anticipated repairs.

5.1.3 Individuals, groups and organizations having used the facilities; ~~and type of use and number of people participating in all phases of any part of activities.~~

6. Obligations of Operator.

6.1 Operator shall be obligated to pay or provide the following during the term of this Lease.

6.1.1 All taxes upon Operator's personal property on the premises, including fixtures.

6.1.2 All charges for heat, light, power, garbage and other services or utilities, except sewer and water charges, used in the premises.

6.1.3 All exterior grounds and landscaping maintenance and care, building interior cleaning and maintenance, and all supplies necessary for these operations. ~~Owner may provide general mowing of grounds as part of their park maintenance program.~~

6.1.4 All amounts for expenses incurred by Owner in discharging Operator's obligations, if any.

6.1.5 All other amounts which Operator is required to pay by any other provisions of this Lease.

6.1.6 Any interior redecorating.

6.1.7 Any repairs necessitated by negligence of Operator, Operator's agents, employees, and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement.

6.1.8 Any repairs or alterations required under Operator's obligation to comply with laws and regulations as set forth in Section 8.1.1.

6.1.9 Repair and maintenance of doors, windows and replacement of glass ~~if due to operator negligence of operator or if covered by a standard fire insurance policy.~~

6.1.10 All other repairs to the premises which Owner is not specifically obligated to make.

6.2 Owner shall have the right to inspect the premises at any reasonable time to determine the necessity of repair. Whether or not such inspection is made, the duty of the Owner to make repairs as provided for in this Lease shall not mature until a reasonable time after Owner has received notice from Operator that the repairs are required. Such notice shall be followed promptly by a written description of the scope and extent of damages and the repairs perceived to be necessary. Operator shall keep a written record of damage and actions initiated to repair damage and shall submit a copy of such record to Owner ~~at the end of each calendar month.~~

7. Obligations of Owner. The following shall be the obligation of the Owner:

7.1 Sewer and water use charges.

7.2 Structural repairs, and maintenance and repairs necessitated by structural disrepair or defect not the responsibility of Operator under Section 6.1.7.

7.3 Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of faulty construction or failure of the Owner to keep the structure in proper repair.

7.4 All repairs or restoration made necessary by fire or by reason of war, terrorism, or by earthquake or other natural casualty, vandalism, malicious mischief and all other risks covered by Owner's property insurance, with an extended coverage endorsement, in force at the time of loss.

7.5 All maintenance and repair of the heating and air conditioning system.

7.6 Repairs and maintenance that include painting of the exterior walls and roof and exterior water, sewage, gas and electrical services up to the point of entry to the premises.

7.7 Pest control in and outside the premises on a regular maintenance schedule.

7.8 Plumbing and electrical repairs not easily corrected by operator.

8. Use of Premises.

8.1 The primary purpose of the St. Helens Senior Center is to provide a physical facility for the providing of services to elderly people of the community including, but not limited to, a daily meal program, a home delivered meal program, social and recreational activities, educational activities and assistance with transportation programs. To implement that purpose, a Building Use and Rental Policy shall be prepared by Operator and submitted to Owner for modification, amendment, addition, deletion, approval and adoption. A Public Hearing, after notice to affected parties, will be held prior to Council adoption or modification of the Policy. Thereafter, Operator shall also adopt, follow and enforce the same. In connection with the use of the premises, Operator shall:

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8.1.1 Conform to all applicable laws and regulations of a public authority affecting the premises and the use thereof and to correct at Operator's expense any failure of compliance created through Operator's fault or by reason of Operator's use. Operator shall not otherwise be required to make expenditures to comply with any laws or regulations.

8.1.2 Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate or would prevent Owner from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Owner to obtain reduced premium rates for long-life insurance policies, unless the Operator pays the additional costs of the insurance.

8.1.3 Refrain from any use which would be reasonably offensive to the Owner, other tenants or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.

9. Alterations.

9.1 Operator shall make no major improvements or alterations on the premises of any kind without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

9.2 All improvements and alterations performed on the premises by either Owner or Operator shall be the property of Owner when installed unless the Owner consents otherwise in writing.

10. Damage and Destruction.

10.1 If the premises are partially damaged or destroyed the property shall be

repaired as follows:

10.1.1 If the damage is caused by a risk which could be covered by a standard fire insurance policy with an endorsement for extended coverage, vandalism and mischief, repair shall be at the expense of the Owner whether or not the damage occurred as the result or fault on the part of the Operator.

10.1.2 If the damage occurred from a risk which could not be covered by insurance of the kind described in 10.1.1 above, repairs shall be at the expense of the Owner unless the damage was the result or the fault of the Operator, in which case the Operator shall have the obligation to repair.

10.1.3 In any event, repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of the party responsible.

11. Liability to Third Persons.

11.1 Except with respect to activities for which the Owner is responsible, the Operator shall pay as due all valid claims for work done and for services rendered or material furnished to the premises and shall keep the premises free from any liens. If Operator fails to pay any such valid claims or to discharge any lien, Owner may do so. The amount paid by ~~Page 5—Lease for Operation of St. Helens Senior Center~~ Owner shall bear interest at the rate of ten (10) percent per annum from the date billed by the Owner and shall be payable on demand. Such action by Owner shall not constitute a waiver of any right or remedy which Owner may have on account of Operator's default.

11.2 Operator may withhold payment of any claim in connection with a good faith dispute over the obligation to pay so long as Owner's property interests are not jeopardized. If a lien claim is filed as a result of nonpayment, Operator shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Owner cash or a sufficient corporate surety bond or other security satisfactory to Owner in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

11.3 Operator shall save, hold harmless, indemnify and defend Owner from any claim, loss or liability arising out of or related to any activity of Operator on the premises. Operator's duty to indemnify shall not apply to or prevent any valid claim by Operator against Owner for injury or damage to Operator or Operator's property for which Owner may be liable.

12. Insurance.

12.1 During the term of this tenancy, Operator shall procure and thereafter during the term of this Lease shall continue to carry the following insurance with Owner named as an additional insured:

12.1.1 Public liability and property damage insurance in a responsible company with limits of not less than those stated in the Oregon Tort Claims Act ~~\$1,000,000 for injury to persons in one occurrence, and \$2,000,000 for damage to property~~. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to Owner prior to any change or cancellation shall be furnished to Owner prior to Operator's occupancy of the property.

12.2 Operator shall keep the premises insured at its full insurable value at Operator's expense against fire and other risks covered by a standard fire insurance policy. Such insurance shall not insure Operator's separate property on the premises against such risks. Within thirty (30) days after billing, Operator shall reimburse Owner for all insurance premiums paid by Owner.

12.3 Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if the other party was required to obtain such insurance and such insurance was obtainable at the time of such loss for damage.

13. Assignment and Sublease.

13.1 No part of the leased property may be assigned, mortgaged or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means by Operator without prior written consent of Owner. This provision shall apply to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executors, and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. ~~Notwithstanding this provision, Operator may sublet to Senior Nutrition and Pleasure Program ("SNAPP") for any period of time not to exceed the Operator's Lease term.~~

13.2 Operator shall have the right to make the premises available for temporary use to third persons or organizations and shall have the right to retain all donations and charges resulting from the use of the premises by third persons or organizations. However, with respect to third parties whose use would not be associated with the use of the property, as that concept is defined in Section 8, operator shall adhere to Owner's policies for the use of City facilities by third persons or organizations. In addition, no building use permit shall be issued to an individual, group or organization that will be charging admissions or fees for profit ~~except by special arrangement by Operator to allow certain services provided by professionals with a portion of the proceeds donated to the Operator for use of the facility~~. Use of the building will be to further the public good and benefit the community in the arts, social endeavors, and other worthwhile projects.

14. Termination.

14.1 This Lease shall terminate at the end of the initial term or such additional terms as may be agreed upon between the parties in accordance with this Lease.

14.2 This Lease shall terminate earlier if at any time Operator breaches any of the terms of this Lease. Such breach shall be specified by Owner to Operator in writing and Operator shall have sixty (60) days within which to cure such breach or such additional period of time as may be agreed upon by Owner in writing. If the breach has not been remedied within the time specified in this section, notice of termination may be given by Owner to Operator in writing at a time after the date upon which such breach should have been remedied. The notice of termination shall specify a date by which Operator shall surrender the premises which date shall not be sooner than thirty (30) days from the date of notice of termination.

14.3 Operator shall have the right to terminate the Lease upon a breach of this Lease by Owner in the same manner and subject to the same conditions as are set forth in the immediately preceding paragraph. The right of either party to terminate the Lease upon its breach shall not constitute the exclusive remedy for such breach, and the injured party shall have the right to recover damages, equitable remedies, or both.

15. Surrender at Expiration.

15.1 Condition of Premises. Upon expiration of the term or earlier termination on account of default, Operator shall deliver all keys to the Owner and surrender the premises in first-class condition and broom clean. Alterations constructed with permission from the Owner shall not be removed or restored to the original condition unless the terms of permission for the alterations so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored, but all repairs for which the Operator is responsible shall be completed to the latest practical date prior to such surrender. The Operator's obligations under this paragraph shall be subordinate to the provisions of Section 10 of this Lease.

15.2 Fixtures.

15.2.1 All fixtures placed upon the premises during the term, other than Operator's trade fixtures, shall become the property of the Owner. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, furnishings, and equipment shall remain the property of the Operator if placed on the premises by Operator.

15.2.2 If the Owner so elects, the Operator shall remove any or all fixtures which would otherwise remain the property of the Owner, and shall repair any physical damage resulting from the removal. If the Operator fails to remove such fixtures, the Owner may do so and charge the cost to Operator with interest at ten (10) percent per annum from the date of billing. The Operator shall remove all furnishings, furniture, and equipment which remain the property of the Operator. If the Operator fails to do so, this shall be an abandonment of the property, and the Owner may retain the property and all rights of the Operator with respect to it shall cease or, by notice in writing given to Operator within twenty (20) days after removal was required, the Owner may elect to hold the Operator to his obligation of removal. If the Owner elects to require the Operator to remove, the Owner may effect a removal and place the property in public storage for the Operator's account. The Operator shall be liable to the Owner

for the cost of removal, transportation to storage, and storage with interest at ten (10) percent per annum on all such expenses from the date of billing by Owner.

15.2.3 The time for removal of any property which the Operator is required to remove from the premises upon termination shall be as follows:

15.2.3.1 On or before the date the Lease terminates because of expiration of the original or a renewal term or upon default.

15.2.3.2 Within thirty (30) days after notice from the Owner requiring such removal where the property to be removed is a fixture which the Operator is not required to remove except after such notice by the Owner, and such date would fall after the date on which the Operator would be required to remove other property.

15.3 Holdover.

15.3.1 If the Operator does not vacate the premises at the time required, the Owner shall have the option to treat the Operator as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term and removal. Failure of the Operator to remove fixtures, furniture, furnishing or trade fixtures and equipment which the Operator is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed will substantially interfere with occupancy of the premises by another Operator or with occupancy by the Owner for any purpose including preparation for a new Operator.

15.3.2 If a month-to-month tenancy results from a holdover the Operator under this paragraph, the tenancy shall be terminable at the end of any monthly period on written notice from the Owner given not less than thirty (30) days prior to the termination date which shall be specified in the notice. Operator waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

16. Miscellaneous.

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

16.2 Attorney Fees. If suit or action or arbitration is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees both on trial and appeal, if any.

16.3 Succession. Subject to the above-stated limitations on transfer of Operator's interest, this Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the date and year first hereinabove written.

OWNER:
CITY OF ST. HELENS
A Municipal Corporation

OPERATOR:
SENIOR CENTER, INC.
An Oregon non-profit corporation

By: _____
Randy Peterson, Mayor

By: _____
James R. Fery, President

By: _____
John Walsh, City Administrator

By: _____
Marvel G. Brown, Secretary

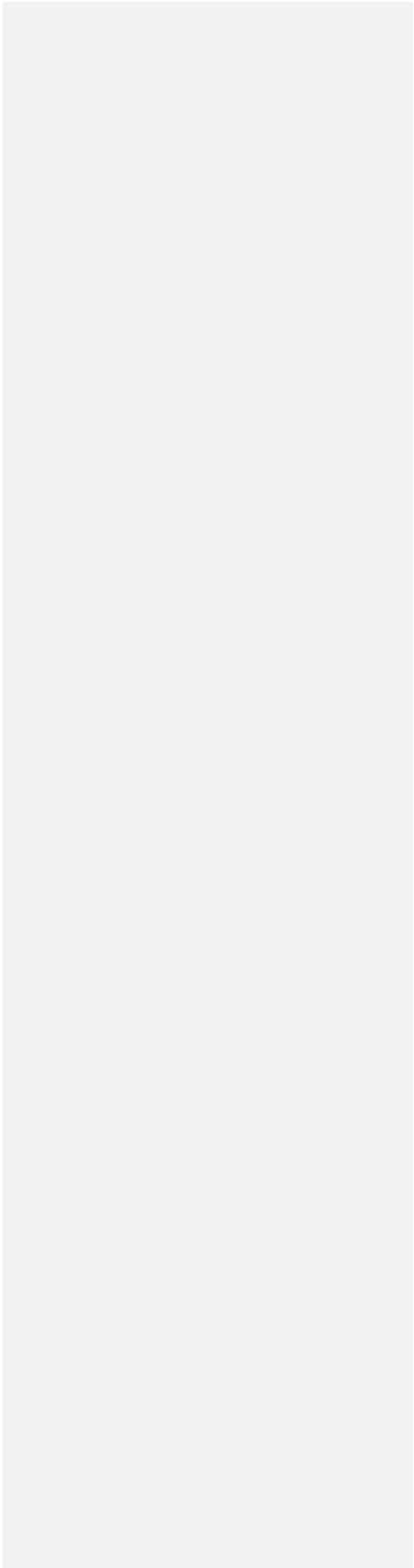


Exhibit A–Lease for Operation of St. Helens Senior Center Page 1 of 4

ST. HELENS SENIOR CENTER

375 SOUTH 15TH STREET
ST. HELENS, OR 97051
(503) 397-3377

Building Use and Rental Policy

Policy Status

The City of St. Helens (“City”) grants the Senior Center (“Seniors”) exclusive tenancy to operate and manage the St. Helens Senior Center (“Center”) under the terms stated in their Lease Agreement.

This Policy meets one of the conditions of the “LEASE FOR OPERATION OF ST. HELENS SENIOR CENTER”, which has been adopted by both the City and the Seniors. In the event of conflict with the wording, concepts or grant of authority contained within the Policy and those contained in the Lease, the text of the Lease shall prevail without qualification or exception. The Lease contains other conditions for administration, supervision, operation and use of the Center.

As the Center matures, it may become necessary for the Senior Center Board of Directors (“Board”) or the City to initiate action for changes and/or additions to this Policy. This may be accomplished by submitting in writing such proposed changes to the other party for review and approval.

Administration and Supervision

The Board will be responsible for the selection and supervision of a Center Manager (Manager) who shall perform the supervisory duties of the operation of the Center under the guidelines, rules and regulations of the Board.

Priority of Use

The following is a list, in order of priority, of groups recognized as eligible to use the facility:

- Senior sponsored activities;
- The Senior Nutrition Program (SNAPP);
- Area seniors and retired groups; and
- Other.

Use Procedures

Groups or individuals that desire use of the facility must submit a written application to the Manager for a building use permit at least fifteen (15) days in advance of the date requested for use. All functions conducted in the building must not violate City regulations or ordinances,

State or Federal laws, rules and regulations or local government authority having jurisdiction.

Smoking is not permitted in the building. Smoking outside of the building must be at least 10 feet from the entrances of the building.

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The Manager or designated person will open and close the building and oversee the facility. No keys will be given to any person or group other than authorized people. A key roster shall be maintained by the Manager and approved by the Board.

All groups or individuals shall be liable for damage to the facility or equipment arising from their activities during their use of the facility. Prior to facility use, they shall agree in writing to hold harmless, defend and indemnify the City and the Center for any such loss or damage.

All groups or individuals using the Center will be responsible for it being left in a clean and orderly state after their scheduled use. Any decorations must be approved by the Manager prior to use and must be such that they will in no way deface the building or equipment and not constitute a fire hazard. All decorations must be removed after the function or left to the discretion of the Manager.

The City and the Center, its elected and appointed officials and all employees shall not be held responsible for any lost or stolen articles, clothing, etc., as a result of persons attending any function at the facility.

The latest closing hour of the Center will be 11:00 p.m. unless approved by the Board.

Distribution of political or campaign-type materials or the presentation of political speeches shall not be permitted in the facility except in connection with organized functions such as candidate forums or town hall meetings and on those occasions when representatives of all/both sides of the issue(s) are extended the equal opportunity to be heard.

The Center will be closed on Federal holidays and will not be available for use, except by a decision of the Board to open the facility for special occasions or regular activities or programs. If any of the holidays fall on a Sunday, the Center will be closed on the following Monday. If a holiday falls on a Saturday, the Center will be closed on the previous Friday.

~~In the event a holiday or a holiday observance falls on a weekday, SNAPP may request the premises for its program by giving seven (7) days notice to the Center that it intends to use the facilities on that day.~~

Groups shall use only the room(s) specified and approved on the application. The Manager reserves the right to cancel any facility reservation upon just and reasonable cause with notice to the applicant. All functions shall be conducted in accordance with the Lease Agreement between the City and the Center.

Non-Discrimination Statement

No action shall be taken by the Board, the Manager, employees or anyone representing the

Center which results in discrimination to any person based upon age, disabilities, national origin, religion, sex, race, ~~or~~ marital status, color, gender, sexual orientation, genetic information, veterans status, or any other status protected by applicable federal, Oregon or local law. This shall apply to the administration, supervision and the operations of the Center.

Building Equipment

Building equipment such as chairs, tables and kitchen facilities can be made available provided that such a request is made at the time of application.

Equipment must be replaced as found except as the Manager requires. No equipment will be loaned, rented or removed from the premises without the prior approval of the Manager.

If equipment owned by the tenants is loaned out, the Manager must be aware that equipment is leaving the building with permission.

The Board shall establish rules governing inventories of equipment belonging to the various groups and individuals using the Center. ~~Copies of inventories shall be given to the City annually on July 1.~~

Activities and Services

Before any activity or service can be performed at the Center, arrangements and permission must be obtained through the Manager's Office. Services performed for seniors must be in accordance with all applicable laws and proof of a licensed practice and appropriate liability insurances, when applicable, must be on file in the Manager's Office.

~~All tenant lessees shall be listed in the Center lobby directory.~~

Tenants shall not make or contract any repairs to City owned property. Needed repairs shall be brought to the Board who will notify the City in accordance with the Lease. Any violation of this policy will render the tenant liable for any contracted expenses.

Insurance

Except for claims arising out of acts by the affirmative negligence of the City, its officers, agents, employees and representatives, it shall be the obligation of all persons, firms, corporations, groups and organizations using the facility on a regular basis to save harmless, indemnify and defend the City, its officers, agents, employees and representatives, including but not limited to the Seniors, and its officers, agents and employees, from and against all damages, claims, liabilities, expenses, actions or causes of action for, upon or by reason of any damage, loss or injury to person or property of any person, firm, corporation, group or organization by reason of their use of or attendance at a function in the facility or by reason of the use of or attendance at a function in the facility by some other person, firm, corporation, group or organization.

Arbitration

The Manager shall settle disputes arising from the use of the Center by individuals, groups or organizations. The Manager’s decision may be appealed to the Board.

Interpretation of all policy guidelines, procedures, rules and regulations shall follow the same procedure as outlined in the above paragraph.

Duration of Policy

This Policy shall remain in effect until _____, at which time the Center shall submit an updated policy to the City for its approval, unless amended earlier by agreement between both parties.

Dated on this _____ day of _____, 20~~08~~¹⁵.

Owner:
City of St. Helens

Operator:
St. Helens Senior Center

By _____
Randy Peterson, Mayor

By _____
Print Name: _____
Title: _____

By _____
Chad Olsen, City Administrator

By _____
Print Name: _____
Title: _____

Council Action Sheet



To: Mayor and City Council Members

From: Kathy Payne, City Recorder

Date: May 20, 2015

Subject: Options for Targeted Grazing

Background

The Council is aware that the City used goats recently for targeted grazing in the Godfrey Park area to clear vegetation. The use of goats is an environmentally friendly alternative to using mechanical equipment or harmful chemicals, especially to clear invasive species such as Himalayan blackberry and English ivy.

A few residents in St. Helens have expressed a desire to utilize livestock in the same manner that the City did. The Code is a bit confusing on the process by which someone would go through to acquire a permit and it is somewhat contradictory.

The St. Helens Municipal Code Section 6.04.040, Prohibited activities, states:

(5) Animal Restrictions and Prohibitions.

(a) The following are prohibited except as set forth in subsections (5)(b) and (5)(c) of this section:

(v) Livestock. No person shall possess, maintain or keep any livestock in the city limits.

(b) Except for subsections (5)(a)(i), (5)(a)(v) and (5)(a)(vii) of this section, an owner may request an animal facility license for the keeping of such animals in the manner as set forth in SHMC [6.04.080](#).

And Section 6.04.080, Animal facility licensing, states:

An animal facility shall require a license from the city, and no such animal facility may lawfully be operated except upon application and payment of prescribed fees for the license. It shall be unlawful for any person to own or have custody of any animals as defined in SHMC [6.04.040](#)(5)(b).

(1) License Issuance.

(a) Issuance of an animal facility license shall require compliance with land use regulations and permits as required by federal law, state statutes, and city ordinances.

(b) Exhibitions or parades of wildlife, dangerous animals, livestock or exotic animals may be conducted only upon securing a special date-specific permit from the city and complying with any directions set forth by the St. Helens police department.

The definition of "*livestock*" in the Code *includes, but is not limited to, any horse, mule, burro, llama, cow, goat, sheep, swine, or poultry such as roosters, geese and turkeys, regardless of age.*

The attached draft ordinance would allow for targeted grazing by goats (or as otherwise named livestock). It is specifically stated for the purpose of accomplishing a defined vegetation or landscape goal. And it gives parameters for the amount of time allowed and space that can be utilized. And it also states that a Special Use Permit is required.

Recommendation

Review the attached draft ordinance and decide whether you want to amend it, adopt it, or not do anything and allow the current Code to permit the use of livestock for targeted grazing.

Attachments: Draft Ordinance

City of St. Helens
ORDINANCE NO. XXXX

**AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE
SECTION 6.04, ANIMAL CONTROL, ALLOWING TEMPORARY USE
OF GOATS FOR TARGETED GRAZING PURPOSES**

WHEREAS, the City Council recognizes that the use of goats to clear unwanted vegetation is an environmentally friendly alternative to using mechanical equipment or harmful chemicals, especially to clear invasive species such as Himalayan blackberry and English ivy.

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

Section 1. Section 6.04.010(27) of the St. Helens Municipal Code is amended to read as follows: (additions underlined; deletions ~~stricken~~)

“(27) “Targeted grazing” means the use of goats to accomplish a defined vegetation or landscape goal.”

Section 2. Former Section 6.04.010(27) of the St. Helens Municipal Code is renumbered as follows: (additions underlined; deletions ~~stricken~~)

(278) “Wildlife” means any undomesticated wild mammal or reptile that is wild by nature.

Section 3. Section 6.04.040(5) of the St. Helens Municipal Code is amended to read as follows: (additions underlined; deletions ~~stricken~~)

(5) Animal Restrictions and Prohibitions.

(a) The following are prohibited except as set forth in subsections (5)(b)~~and~~, (5)(c) and **(5)(d)** of this section:

(i) Beekeeping. No person shall possess, maintain or keep bees in the city limits.

(ii) Dogs. No single-family residence shall contain more than three adult dogs and one litter of puppies under six months of age.

(iii) Exotic Animals. No person shall possess, maintain or keep any exotic animal.

(iv) Hens and Ducks. No person shall possess, maintain or keep more than three adult hens or ducks, or any combination thereof, and six chicks or ducklings, or any combination thereof, under nine weeks of age.

(v) Livestock. No person shall possess, maintain or keep any livestock in the city limits.

(vi) Rabbits. No person shall possess, maintain or keep more than three adult rabbits and one litter of rabbit kits (bunnies) under nine weeks of age.

(vii) Wildlife. No person shall possess, maintain or keep any wildlife.

(b) Except for subsections (5)(a)(i), (5)(a)(v) and (5)(a)(vii) of this section, an owner may request an animal facility license for the keeping of such animals in the manner as set forth in SHMC 6.04.080.

(c) Persons owning and keeping roosters, dogs or rabbits in the city in numbers exceeding the provisions of subsection (5)(a) of this section on August 1, 2007, shall be allowed to continue the same without an animal facility license subject to the following:

(i) No such animal in excess of the otherwise allowed number shall be replaced or returned following death or dispossession of the animal.

(ii) Such person can provide documented evidence of such animals as of the above date.

(iii) This subsection (5)(c) shall apply only to roosters, dogs and/or rabbits not exceeding five in number.

(d) The temporary keeping of goats for the sole purpose of targeted grazing of vegetation is an accessory use to the primary use on a unit of land and requires a special use permit. The duration of targeted grazing on any one property one-half acre or less in area is limited to not more than 21 consecutive days. Properties more than one-half acre in area shall be divided into penned areas of one half acre or less. The duration of targeted grazing is limited to not more than 21 consecutive days for each penned area. Goats may not return to a treated area for 30 days following a targeted grazing treatment. No more than three targeted grazing treatments per calendar year may occur on any one property one-half acre or less in size or on any one penned area in the case of properties greater than one-half acre in size.

Read the first time: May 20, 2015

Read the second time: June 3, 2015

APPROVED AND ADOPTED by the City Council this 3rd day of June, 2015, by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
ORDINANCE NO. XXXX

**AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE
CHAPTER 8, HEALTH AND SAFETY, REGARDING PROHIBITING
SMOKING, TOBACCO AND MARIJUANA USE IN CITY PARKS
AND ON CITY-OWNED PROPERTY**

WHEREAS, the City currently prohibits smoking in city parks within 50 feet of the following areas when in use: children's playground areas; athletic fields and courts; special use areas (i.e. skate parks, BMX tracks); bleachers, grandstands, benches and spectator areas located adjacent to playgrounds, athletic fields and courts, and special use areas; covered picnic areas; restrooms; and concession areas. Smoking is also prohibited in all areas of any city park where a festival, concert, or similar public event is occurring; and

WHEREAS, a smoke and tobacco free policy creates a healthy and safe environment for St. Helens residents, visitors, and especially youth. The City of St. Helens believes that tobacco use in the proximity of children and adults engaging in or watching outdoor recreational activities at city-owned or operated facilities is detrimental to their health; and

WHEREAS, a smoke and tobacco free policy sustains an environment that supports a non-tobacco norm through a tobacco free policy, rule enforcement, and adult-peer role modeling on city-owned outdoor recreational facilities; and

WHEREAS, a smoke and tobacco free policy reduces the exposure of children and youth to smoking and tobacco use and therefore protects their health and discourages them from starting a harmful habit that is difficult to ultimately quit; and

WHEREAS, a smoke and tobacco free policy protects parks and natural areas from environmental degradation caused by the littering of cigarette butts and other tobacco related waste requiring additional maintenance expenses, diminishing the beauty of the City's recreational facilities, and poses a risk to toddlers due to ingestion; and

WHEREAS, a smoke and tobacco free policy protects parks and natural areas from potential risk of fires; and

WHEREAS, a smoke and tobacco free policy supports individuals who are trying to quit smoking or tobacco use or have already quit; and

WHEREAS, a smoke and tobacco free policy contributes to cost savings: tobacco-related disease is still the leading cause of preventable deaths in Oregon and Columbia County; and

WHEREAS, prohibiting smoke and tobacco use in all city parks, natural areas, and recreational areas, and on all city-owned property aligns with the City of St. Helens desire to improve livability and community health.

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

Section 1. Section 8.24, Park Regulations, of the St. Helens Municipal Code is amended to read as follows: (additions underlined, deletions stricken)

8.24.065 Smoking in city parks. See SHMC 32.010.

~~(1) Smoking is prohibited in city parks within 50 feet of the following areas when they are in use: children's playground areas; athletic fields and courts; special use areas (i.e., skate parks, BMX tracks); bleachers, grandstands, benches and spectator areas located adjacent to playgrounds, athletic fields and courts, and special use areas; covered picnic areas; restrooms; and concession areas.~~

~~(2) Smoking is prohibited in all areas of any city park where a festival, concert, or similar public event is occurring. A limited smoking area may be designated by the sponsoring agency if said area is clearly identified by signs and borders and is located in a restricted area at the outside edge of said festival, concert, or event.~~

~~(3) "NO SMOKING" signs or signs with the international "no smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across the cigarette) shall be clearly, sufficiently, and conspicuously posted in every public place where smoking is prohibited by this section.~~

Section 2. Section 8.32, Smoking Pollution Control, of the St. Helens Municipal Code is amended to read as follows: (additions underlined, deletions stricken)

8.32.010 Smoking, tobacco and marijuana use prohibited.

(1) Smoking, tobacco and marijuana use is prohibited within all city parks, on any city-owned property, in any city-owned building, and at any city-sponsored event.

(2) Prohibited products include, but are not limited to bidis, cigarettes, cigarillos, cigars, clove cigarettes, electronic cigarettes, nicotine vaporizers, nicotine liquids, hookahs, kreteks, pipes, chew, snuff, smokeless tobacco, and marijuana, including edibles.

(3) "NO SMOKING" signs or signs with the international "no smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across the cigarette) shall be clearly, sufficiently, and conspicuously posted in every public place where smoking is prohibited by this section.

8.32.100 Inspection and citation.

The following are listed "enforcement officers" and are hereby specifically authorized by law to make such investigations and inspections as are necessary to enforce the provisions of this chapter, and to issue violation citations to individuals or entities to appear in the St. Helens municipal court:

(1) Any city police officer, city code enforcement officer, city building official, city planning administrator, city administrator, city engineering manager, or supervisory employee of the city public works/parks department and such other employees of the city of St. Helens as are specifically identified in an order or resolution of the city council.

8.32.200 Penalties.

(1) Violation of section 8.32.010 is a class B violation.

Read the first time:

Read the second time:

APPROVED AND ADOPTED by the City Council this ____ day of ____, 2015, by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder



Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: May 20, 2015

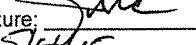
Business License Reports attached.

Suggestion Box Report attached.

BUSINESS LICENSE REPORT

City Department Approval: May 4, 2015

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

Signature: 
Date: 5/4/15

RESIDENT BUSINESS – NEW 2015

COURTNEY ALLISON 215 S 1 st Street	RESALE
GATHERING NET COFFEE HOUSE 1945 Columbia Blvd	COFFEE SHOP
TONI PEARCE 215 S 1 st Street	RESALE

RESIDENT BUSINESS – RENEWAL 2015

*MRDS CONSTRUCTION LLC	CONSTRUCTION
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NON-RESIDENT BUSINESS - 2015

ALL SEASON YARD MAINTENANCE	YARD MAINTENANCE
APPLIED TECHNICAL SYSTEMS, INC.	LOW VOLTAGE ELECTRICAL CONTRACTOR
DANA TERRY	CLEANING
METRO PRESORT INC.	MAILING SERVICES

*Denotes In-Home Business

Suggestion Boxes

City Hall – 1st Floor Lobby/2nd Floor Lobby/ Council Chambers Lobby/ Municipal Court Lobby

Comment Date	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
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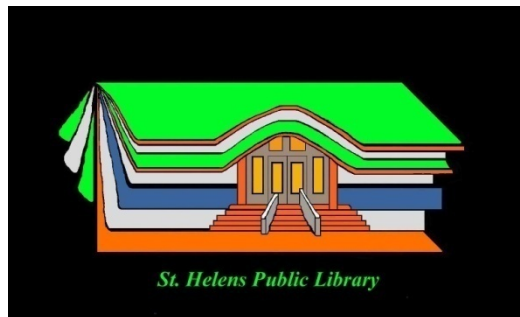
None received.

City Hall – Water Department Lobby

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
4/8/15	I am surprised there is no compromise on deposit. It is awful for families to deal with no water.	Divide \$90 deposit into three payments.	No	Denise Deherrera	OK	5/20/15	Jon Ellis		
4/20/15	I like your employees and the help that they give me.	Perfect.	Yes	Joanne C. Young 971-331-4128	Great	5/20/15	Jon Ellis		

Library

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
4/11/15	More money for the Library.	None.	No	Joan Hartung		5/20/15	Margaret Jeffries		



May 13, 2015

From: Margaret Jeffries, Library Director

To: The Mayor and Members of the City Council

Subject: Library Department Report

Oregon's Hidden History of Segregation and Discrimination by the Fair Housing Council of Oregon:

- **Presentation – Tuesday, June 9, 7:00pm**
- **Exhibit - June 1-17**
- Please see the flyer following this report for more detail. The Library has acquired several new books related to this exhibit that are on display and available now for checkout.

Summer Reading for Everyone: Summer Reading sign-up for children, teens and adults begins on **Monday, June 15**. This year's theme is "Every Hero has a Story". Watch for the events flyer soon.

Previously Reported Events to Celebrate the Library's Birthday

Our Community Reads: Do you know what the bestselling books were in 1915? **Come to the Library in May** to peruse those titles and to pick up a copy of *The 39 Steps* by John Buchan, published in 1915 and later made into a movie by Alfred Hitchcock. Explore how the public's choices in reading have changed in 100 years! The eBook can also be downloaded for free or read online at Project Gutenberg <https://www.gutenberg.org/ebooks/558>.

Celebrate the Library's 100 Year Tradition in the Community: Our library began in 1915 as a bookshelf in a local furniture store. Today, we are a vital and vibrant community hub with a wide array of sources for information, avenues for learning and

cultural events. Help us celebrate the Library's 100th Birthday as we look back at its history and celebrate the many contributions and accomplishments of our community! And, of course, there will be cake, candles and singing!! **Monday, May 18, 7:00pm, in the Library**

Come to the Library's 100th Birthday Party for Children with Special Guest – BJ the Clown: The Library is celebrating its 100th Birthday with a fun party for children. BJ the Clown will perform and we will play classic kid games. **Thursday, May 21, 5:00pm Auditorium** (Event may be in the Courtyard if the weather is nice.)

Calendar of Events:

5/13	Youth Librarian visits Head Start
5/15	Youth Librarian visits Li'l Learners Preschool
5/18	Celebrate the Library's 100 Year Tradition, 7:00pm, in the Library
5/19	Teen Book Club, 5:00pm
5/19-20	Youth Librarian visits Early Childhood Special Education Classes
5/21	Library's 100 th Birthday Party for children with special guest – BJ the Clown, 5:00pm
5/21	Library Board Meeting, 7:15pm
5/25	Library Closed for Memorial Day
5/27	Teen Advisory Board, 4:00pm
5/27	Teen Gaming Night, 4:30pm
5/27	Friends of the Library Meeting, 5:30pm
6/1-17	Fair Housing Council Exhibit on Display in the Library
6/9	Oregon's Hidden History of Segregation and Discrimination – Presentation by the Fair Housing Council of Oregon, 7:00pm
6/10	Youth Librarian visits Head Start
6/15	Summer Reading Sign-Up Begins

Oregon's Hidden History of Segregation & Discrimination

Free Event!

Speaker: Diane Hess, Education Director,
Fair Housing Council of Oregon

Tuesday, June 9th

7:00 pm

St. Helens Library, 375 South 18th Street




Did you know...

- ♦ Oregon was admitted to the union as a free state, but its constitution denied African Americans the right to live here?
- ♦ Until the 1950s Oregon's hotels, restaurants, theaters & amusement parks discriminated against African Americans and Asians, and many cities and towns had "Sundown Laws", prohibiting these groups from remaining in town after sunset?
- ♦ Before 1988 the majority of rental housing in Oregon was off-limits to families with children?
- ♦ That Oregon was once known as the most discriminatory state north of the Mason-Dixon line?



PUBLIC WORKS MEMO

To:	The Mayor and Members of City Council	
From:	Sue Nelson, Neal Sheppard Interim Public Works Co-Directors	
Date:	19 May 2015	
Subject:	April Status Summary	

Engineering

1. Prepared contract documents and submitted permit applications for asphalt overlay projects.
2. Finalized plans and advertised for bid the South Trunk Sewer Cleaning & CCTV Project.
3. Performed inspection and project management for watermain replacement project.
4. Reviewed multiple submittals from the contractor for the Godfrey Park storm project.
5. Assisted WWTP with selecting a consultant for the Lift Station No. 7 Upgrade project.
6. See complete report.

Parks

1. Reseeded and fertilized the T-ball field at McCormick Park.
2. Removed graffiti at the Skate Park and from the Campbell Park restrooms.
3. Removed rocks and performed repairs on the toilets in the Campbell park restrooms.
4. Performed weed eating at various locations including the Highway strip and the S. 1st St. wall.
5. See complete report.

Public Works Operations & Maintenance

1. Replaced 18 standard water meters with new radio read meters, plus installed 1 new rr meter.
2. Worked on storm drain extensions on S. 6th Street and completed extension on N. 7th Street.
3. Responded to five after hours call-outs.
4. Performed multiple repairs and replacements on meter shut-off valves and meter boxes.
5. Performed service and/or maintenance on 22 vehicles and 15 various pieces of equipment.
6. See complete report.

Water Filtration Facility

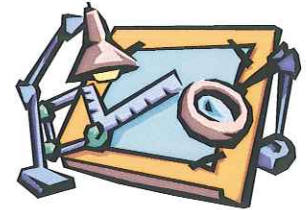
1. Conducted tour of plant for group from Riverside Training Center.
2. Changed an 8-inch valve on filtration rack No. 3.
3. Worked with contractor installing the distribution HMI program for the SCADA upgrade.
4. See complete report.

Waste Water Treatment Plant

1. Cleaned dishes and solar panels on the SolarBees.
2. Reviewed submittals and interviewed design firms for the project to upgrade Lift Station No. 7.
3. Finished installation of septage metering station; worked on programing for various haulers.
4. Cleaned and performed maintenance on equipment in several lift stations.
5. See complete report.

Engineering Department Status Report

11 May 2015



DEVELOPMENT PROJECTS

Elk Ridge Estates Phase VI

The Developer has received an extension of their Planning approval and they now have until early 2016 to finish construction of the infrastructure..

SANITARY SEWER AND STORM DRAIN PROJECTS

Godfrey Park Storm Drain Project

Preliminary clearing of the vegetation in the ravine through Godfrey Park and between N. 1st & N. 2nd Streets has been completed by the Contractor's subcontractor, Yoder Goat Rentals. The goats were allowed to work within the City limits for a specified period of time through obtaining a Special Use Permit. The contractor was required to have 24-hour monitoring, to carry an insurance policy, and submit emergency contact information to be on file at the City. The goats cleared the area in about one-half of the time indicated on their permit. The next phase of the project will be to mobilize the equipment needed for the pipe installation to the construction site during the last part of May. This will take approximately two weeks, followed by the installation of the 66-inch diameter pipe by using a method called pipe-ramming.

2015 South Trunk Sanitary Sewer Cleaning & CCTV Project

This project will complete the cleaning and CCTV inspection of the sanitary system on the east side of Highway 30. The specifications were developed in-house and the project has been out for bid through the month of April, with a bid opening scheduled for May 14.

Wastewater Treatment Plant Septage Metering Station

The metering station is installed and operating. The WWTP have been training the haulers on using the new station. The metering station will allow haulers to discharge their loads 24/7. Each one is required to enter an identification code to activate the machine and when they are done they receive a receipt showing details including the date, time, and volume.

Sanitary Lift Station No. 7 Upgrade Project

Engineering and the WWTP staff reviewed RFQ's from engineering firms to provide design and construction services to replace the pumps and Lift Station No. 7 on Old Portland Road. Three firms were interviewed and Firwood Design Group from Sandy, Oregon was selected. Firwood is a small firm specializing in municipal projects. They are ready to get started on the design and believe that the new pumps can be installed before the end of 2015. Time is of the essence on this project to ensure that the ailing existing pumps do not completely fail before new ones are installed.

South 6th Street Storm Drain Extension

The Public Works crews continue to work on the new storm drain system along S. 6th Street adjacent to the Armory. Engineering staff is assisting with location, alignment, and grade of the extended system. Much of the project involves solid rock excavation.

South 1st Street Storm Drain Extension

Engineering will be assisting the Public Works crew to install a new storm drain extension from the intersection of Cowlitz and S. 1st Street, south along S. 1st Street on the west side of the roadway.

North 9th Street Storm Drain Extension

Design work is ongoing for a storm drain extension from Deer Island Road to the unpaved portion of N. 9th Street between Deer Island Road and West Street. This is one more section of gravel road that has not been paved because of drainage issues. There is a potential conflict with an existing utility in Deer Island Road. If this can be resolved, this road can be paved after the storm extension is constructed.

WATER SYSTEM PROJECTS

Telemetry System Upgrade

The switch over to the new system has been delayed while the City's IT staff performs some internal reconfiguration. The new equipment is installed and ready to go.

2014 Watermain Replacement Project

Work is substantially complete on this project, replacing undersized and deficient pipe in three locations – across St. Helens Street at N.14th and N. 16th, and the length of N. 17th Street south of Wyeth. The Engineering staff provided design, bidding, inspection, and project management for the entire project.

STREET AND TRANSPORTATION PROJECTS

2014 St. Helens Street Overlay Project

TFT Construction, Inc. was the low bidder on this project. Their preferred schedule is to complete this project in May. However, the railroad has yet to issue their permit for doing the paving work within their right-of-way adjacent to the track, despite the City having to pay \$4,750 in permit fees, including an extra fee of \$1,750 to expedite processing, for the privilege of being able to pave their ROW.

Eisenschmidt Lane Overlay and Sidewalk Project

Work to replace the sidewalk and repave the road leading to the public pool and the back of Lewis and Clark school is scheduled to begin after school is released for the summer.

Various Street Improvement Projects

Other street improvement projects currently in some stage of design are:

- *Crack sealing, street preservation project
- *Continued paving of gravel streets

Right of Way and Construction Permits

There was one Right-of-Way permits issued by the Engineering Department during the month of April to NW Natural for a repair on Old Portland Road.

MISCELLANEOUS PROJECTS

Courthouse Docks Utility Improvements

An issue with the manufacturer's code language has stalled the start-up of the new utility pedestals and pay station installed at the Courthouse docks.

Parks Department for April 2015

Daily duties were performed; which includes cleaning restrooms, garbage pickup, mowing and Island maintenance.

Replaced the dugout roofs on the dugouts on field #1 at Campbell Park

Reseeded the tee-ball field at McCormick Park

Took away the old backstop at McCormick Park Tee-Ball field

Assisted one day at the treatment plant.

Fertilized the tee-ball fields at McCormick

Weed eaten the rock wall on First Street

Removed Graffiti at the Skate Park

Split seeded the off leash area and along the creek at McCormick

Sprayed along the rock wall on First Street

Removed Graffiti at Campbell restrooms

Watered the new sod on field 2 at Campbell

Repaired the field gate on field 2 at Campbell

Returned the tools to the park from the cleanup day.

Worked on Street tree anchors

Replaced Street tree

Stocked supply rooms at all the restrooms

Put picnic tables back into the Parks

Repaired toilet at Campbell restrooms

Ground up stumps around McCormick

Removed rock from toilets at Campbell Park

Weed eaten the HWY

Public Works Work Report

April 2015

Water Dept:

Replaced 18 meters with radio reads
Installed 1 new radio read
Read meters for billing
Read heavy user meters
Turned off and on 99 delinquents
Work on meter maintenance list
Replaced box at 524 S. 16th St.
Replaced shut-off at 2320 Columbia Blvd.
Replaced two shut-offs on the 300 blk. of N. 2nd St.
Replaced meter box & lid @ 16th St. & Columbia Blvd.
Replaced meter box at 2020 S. 1st St.
Chlorinated new water lines on 14th, 16th & 17th Sts.
Installed water line at Campbell Park
Helped with connections on new water line

Sewer Dept:

Worked on S. 6th St. storm project
Worked on N. 7th St. storm project
Sewer plugged at 356 N. 2nd St. – owner's side
Repaired sewer hit by contractor @ 371 Belton Rd.
Unplugged main on N. 7th St.
TV'd main at 185 N. 7th St. and replaced "T" with a "Y"
Plugged line at 215 River St. – on owner's side
Put RootX in lateral at 165 N. 7th St.
TV'd lateral at 135/137 N. 2nd St.
Plugged line at 134 S. 19th St. – on owner's side

Call-Outs:

Street trees pulled out of planters
Turned water on at Crestwood #64
Sewer plugged at 185 N. 7th St.
Toilet overflowing at Campbell Park
Water on at 457 S. 2nd St.

Miscellaneous:

Swept streets
Marked 45 locates
Checked wells & reservoirs daily

To: Neal and Sue
From Brett
Re: Monthly report April 1st to 30th

April 1st

Parks Fabricated Metal pieces for the dug outs at Campbell park
Shop Clean up

April 2nd

PW #11 Jump started vehicle
Parks Welded brackets to the posts and installed the beams on the other dug out at Campbell park
PW Sharpened a chain saw
PW Looked at the trees for Jim on 7th street job site he decided that he would take the down himself

April 3rd

Shop Cleaned bathroom Swept floor
Parks Worked on the dugout at Campbell Park building the roof

April 6th

Office Computer work filled paper work
PW Cut slits in a plate for a catch basin on 17th and Plymouth
Parks #17 filled with hydraulic oil

April 7th

City Hall #25 Pressure washed truck and charged battery also rerouted wire for the beacon light
Parks Checked on the equipment

April 8th

Office Computer work
Shop Picked up Mower from parks and mowed lawn
PW #55 Installed gutter brooms

April 9th

PW Mowed streets with the road side mower
Brett Vacation day

April 10th

PW Mowed Streets
Brett Vacation day

April 13th

Parks #53 Replaced both front tires
PW Installed new blade on the asphalt cutter
Parks Helped with the Seed spreader (hooked it up)

April 14th

- PW Dismounted and mounted two truck tires for #33 took the two bad ones to Eaton's to be recapped
- Parks Jump started the John Deere mower
- PW Fabricated and repaired a Spring loaded clam shovel (For digging out Valve boxes)

April 15th

- PW #55 Installed a new switch in the sweeper and tried to find the problem with the throttle
- PW #49 Charged the battery and checked it repaired the strobe light unplugged the power inverter and checked for a draw in the power plugged the power inverter back in and found the draw

April 16th

- Office Computer work
- PW #33 Installed two rear tires
- Parks Helped install the metal roofing on the dugout

April 17th

- PW #33 Dismounted two truck tires
- Parks Mowed Grass at McCormick Park

April 20th

- PW #33 Mounted two truck tires
- Police Charged battery in the Nissan and checked for a starting problem
- Parks #16 Replaced the mower deck belt

April 21st

- PW #41 Repaired the heater control and realigned the heater box gears
- Parks Helped Parks Dept. put up a large section of fencing at Campbell Park
- Office Went over the Equipment list for Chris Iverson

April 22nd

- PW #8 Put air in the right front tire and checked for a leak
- Parks Repaired the fence at Campbell Park
- Parks Cut and bent up some new fence staples for Campbell Park

April 23rd

- PW #55 Removed the stickers and the radio
- Parks Checked for a code on the new John Deere Mower
- Office Went through the equipment

April 24th

- PW #26 Put air in the left rear tire and replaced a hydraulic line
 - PW Replaced a pull cord on the plate compactor
 - Shop Cleaned the restroom
- April 24th Cont.

Parks Removed flat tires from the Mowers and took them to Eaton's for tubes

PW Waited for the new Sweeper to Show up from Enviro Clean

April 27th

Office Computer Work

PW #55 Put stickers on the doors, numbers, installed the two way radio and antenna, also
Removed the rack that held the rear tube, fabricated a bracket from the hose reel to the
rear bumper on the new sweeper

April 28th

PW #33 Installed two new rear tires and topped off coolant

PW #55 Put license plates on and delivered the truck to public Works

April 29th

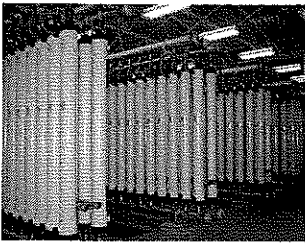
PW #33 Changed fuel filters and test drove found that the truck has a problem at full throttle
Checked for codes and called Pacific Diesel to find out what the code means ran some
other tests

PW Ordered pipe for the Meter Wrenches

April 30th

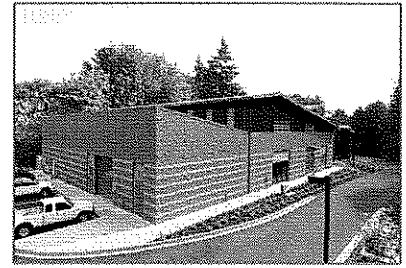
PW #33 Checked the EGR valve and the Turbo boost valve found nothing back on the phone
with Pacific Diesel for Information

Parks Mowed McCormick Park



City of St. Helens – Public Works Water Filtration Plant

PWS 00724
P.O. Box 278
St. Helens, OR 97051
PH: (503) 397-1311 FAX: (503) 397-3351



Water Filtration April 2015

Facility Journal

Week 1 Produced and program XLReporter. readings to Columbia her friends from the water treatment facility. A big, genuine THANK time in their day to

sent March OHA reports to the State, using original data collecting Performed monthly check on fire extinguisher. Sent sewer City public works. City Counselor, Ginny Carlson, and some of Riverside Training Center, toured the City of St. Helens drinking A few of our visitor's names were Wayne, Amy, Brian and James. YOU, to Ginny and each and every one of our guests for arranging come by and visit the water treatment facility.

Week 2 Performed the monthly change out of the reagents on the chlorine monitoring instruments. Corresponding with the SCADA computer integrators in New York as we continue to resolve and fine tune our new and upgraded program that controls and monitors the WFF process. Tim is doing more preventative maintenance and repairs on the caustic feed system piping. Glad to have him here, really appreciate his plumbing skill and the repairs he is doing for us. Having various utilities showing up and marking out the USA's in preparation for Comcast to come in and install a high-speed internet service line to the WFF. Tim provided the extra hands and muscle to change out an 8" valve on rack 3. The original 10 year old valve was causing problems with the daily operation of the rack.

Week 3 Received delivery of both Caustic Soda and Chlorine this week. Received dial indicator tool and aligned the BWR pump coupling. Pump back in service. Tim repairing more caustic feed plumbing joints and couplings. Once again, thank you Tim so very much. Comcast contractor on site drilling under 4th street, up under WFF parking lot over to the main electrical vault on West side of WFF. They pulled in a 2" conduit for a Comcast cable to be routed into our electrical room phone panel. Comcast on site and they are not sure how to bring the cable from the phone room into the WFF control room for internet service, back to the engineers desk for review. Upgraded our new HMI software program for the WFF SCADA system, however, there is more to this software upgrade that needs to be expressed and recognized. Due to an extenuating circumstance we are experiencing with the integration contractor and the length of time it has taken them (2 years and counting) to install and commission the HMI program, St. Helens was well past the renewal and upgrade period for this software. When I shared with Inductive Automation our situation, the software upgrade was provided "en gratis", despite that the integrator/installation problem is not "their" problem. A very appreciative expression of gratitude to Mr. Jim Miesler for extending to us this unexpected, and very generous provision of their service.

Week 4 Tim removing and repairing check valve, seal and spider on #2 BWR pump. Chris from Portland Engineering on site installing the distribution HMI program on the WFF servers that will replace the existing "Herman" monitoring system Public Works has at the City Shops.

Respectfully submitted,
Howie Burton and Guy Davis,
City of St. Helens – Public Works Filtration Facility Operators

WWTP Monthly Operations and Maintenance Report

April 2015

To: Sue Nelson

From: Aaron Kunders

Secondary System Report

- 4/1-Stan's Refrigeration here to add Freon to the bioassay sample fridge.
- 4/15-Aerator #22 in alarm. Blown wire in weather head. Pete fixed on the 16th.

Primary System Report

- 4/6-SolarBee I in alarm. Found rags wrapped beneath the impeller and screw worn out. Ordered new one and replaced on 4/15.
- 4/6-Cleaned rags off aerators.
- 4/15-Cleaned dishes and solar panels on SolarBees.
- 4/22, 23-Cleaned shore of lagoon with vac trailer.

Pump Stations

- 4/17-PS#1-Pressure washed wetwell.
- 4/27-PS#4 and 11-Cleaned grease off floats.
- 4/28-PS#2-Changed oil in both pumps.
- 4/30-PS#7-Selected Firwood Design Group to engineer upgrade.

Sodium Hypochlorite System

- 2407 gallons used this month.
- 3514 gallons used last month.
- 4/1-Pete Koss and Tim Illias working on the emergency eye wash by the hypo building.
- 4/10-Looked at hypo ultrasounds to see if we could fix the variations. No luck.
- 4/28-Swapped hypo pumps to trouble shoot pumping problems.

Call-outs

- No after hour call outs for April.

Plant

- 4/1-Pete Koss and John Walsh here to work on the septage receiving station.
- 4/13-Programmed septage receiving station.
- 4/16-Pete finished wiring on the receiving station.
- 4/20-Cleaned headworks channel 2.
- 4/25-SCADA computer failure. Not enough disk space to update daily numbers.
- 4/30-Changed E pure water cartridges.

Pretreatment

- 4/21-Phone conference call with SHOR and associated parties.
- 4/22-Meeting with Jon, Neal, Stewart and Port of St. Helens regarding ORPET and future billing.

Other

- 4/5-10-Quarterly sampling

Next Month

- Start using the Septage Receiving Station