



City of St. Helens
COUNCIL WORK SESSION AGENDA
Wednesday, September 7, 2016, 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.

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|-----|---|-----------|
| 1. | Visitor Comments - <i>Limited to five (5) minutes per speaker.</i> | 1:00 p.m. |
| 2. | Review Proposed Enterprise Zone Policy from CCET – <i>Chuck Daughtry</i> | 1:05 p.m. |
| 3. | Discuss Request from Senior Center | 1:15 p.m. |
| 4. | Discuss Request from St. Helens Soccer Team | 1:25 p.m. |
| 5. | Discuss Proposal to Place “Blessing Boxes” Around St. Helens | 1:35 p.m. |
| 6. | Discussion Regarding Bing's Delinquent LID & Sewer Payments | 1:45 p.m. |
| 7. | Review Proposed Ordinance Regarding Secondhand Dealers | 2:00 p.m. |
| 8. | Review Agreement with City of Portland for RAPID | 2:15 p.m. |
| 9. | Discussion Regarding Support of the Visitors Center | 2:25 p.m. |
| 10. | Review Agreement with Wauna Credit Union for Sponsorship of Waterfront Stage | 2:40 p.m. |
| 11. | Department Reports | 3:00 p.m. |
| 12. | Council Reports | 3:20 p.m. |
| 13. | Executive Session: ORS 192.660(2)(d) Labor Negotiations
ORS 192.660(2)(e) Real Property Transactions | 3:40 p.m. |
| 14. | Other Business | |
| 15. | Next Work Session Items | |
| 16. | Upcoming Dates to Remember: | |
| | <ul style="list-style-type: none"> • September 5, Labor Day, All City Offices Closed • September 7, Council Work Session, 1:00 p.m., Council Chambers • September 7, Council Regular Session, 7:00 p.m., Council Chambers • September 12, Waterfront Advisory Committee, 3:00 p.m., Council Chambers • September 13, Planning Commission, 7:00 p.m., Council Chambers • September 20, Library Board, 7:15 p.m., Columbia Center Auditorium | |
| 17. | Future Public Hearing(s)/Forum(s): | |
| | <ul style="list-style-type: none"> • October 19, 6:15 p.m., PH: Comprehensive Plan Map & Zoning Map Amendment - 35090 Pittsburg Rd | |

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.

COLUMBIA COUNTY ECONOMIC TEAM

Wednesday, August 24, 2016

Re: Enterprise Zone Policy

Background:

The Executive Director of the Columbia County Economic Team (CCET) is the designated Enterprise Zone Manager for the two Enterprise Zones operating in Columbia County. The sub-area sponsors for the South Columbia County Enterprise Zone (SCCEZ) are the Cities of Columbia City, St. Helens, Scappoose, Vernonia, the Port of St Helens, and Columbia County. The sub-area sponsors for the Lower Columbia Maritime Enterprise Zone (LCMEZ) are the Cities of Clatskanie & Rainier, the Port of St. Helens, Columbia County and Clatsop County. Clatsop County is included specifically and only for the Wauna Mill operation.

The enterprise zone program is authorized by the State of Oregon with the goal to encourage new and existing firms to invest in designated enterprise zones within the state by granting a short term abatement of property taxes. The goals of this policy and procedure are as follows:

- Focus on increasing the number family wage jobs
- Encourage hiring of Columbia County residents
- Attract new companies
- Expand existing companies
- Encourage greater levels of planned investment
- Accelerate the investment decision
- Decrease administrative burden on companies
- Provide funding mechanisms for sustainable economic development in Columbia County
- Provide accountability to sub area sponsors

Companies that qualify may apply for either a standard exemption (3 years) or an extended exemption (5 years)

Companies that meet the following criteria will automatically receive the standard exemption:

- Minimum \$50,000 investment
- Within designated enterprise zone
- "Traded Sector" goods or services (includes hotels and resorts)
- Increase in employment of 10% for existing companies currently operating within South Columbia County or Lower Columbia Maritime Enterprise Zone.

As approved and recommended by the CCET Board of Directors and in addition to meeting the criteria for the standard exemption, companies that meet the following criteria will receive the extended exemption upon final approval:

- Agree to pay 150% of the average wage rate in Columbia County
- Remit 10% of the abatement back for economic development in Columbia County
- Enter into First Source Hiring Agreement to hire qualified Columbia County residents.

Recommendation:

That the co-sponsoring governments for the South Columbia Enterprise Zone and the Lower Columbia Enterprise Zone approve the CCET Board recommended criteria for companies applying for the extended exemption.

Chuck Daughtry, Executive Director

City of St. Helens
RESOLUTION NO. 1760

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ST. HELENS
APPROVING LOCAL CRITERIA FOR COMPANIES APPLYING FOR SOUTH
COLUMBIA COUNTY ENTERPRISE ZONE AND LOWER COLUMBIA ENTERPRISE
ZONE EXTENDED PROPERTY TAX EXEMPTIONS**

WHEREAS, Oregon Enterprise Zones are authorized by the State of Oregon to provide economic incentives through short term property tax relief to businesses and industries providing capital investments resulting in job growth primarily for local residents; and

WHEREAS, there are two separate and distinct Enterprise Zones created within Columbia County, one of which includes a portion of Clatsop County; and

WHEREAS, the Lower Columbia Maritime Enterprise Zone has five (5) co-sponsors comprised of the City of Rainier, the City of Clatskanie, the Port of St. Helens, Columbia County, and Clatsop County; and

WHEREAS, the South Columbia County Enterprise Zone has six (6) co-sponsors, comprised of the City of Scappoose, the City of St. Helens, the City of Columbia City, the City of Vernonia, the Port of St. Helens, and Columbia County; and

WHEREAS, the Executive Director of the Columbia County Economic Team is designated as the Enterprise Zone Manager for both Enterprise Zones; and

WHEREAS, the Board of the Columbia County Economic Team approves and recommends that the Enterprise Zone co-sponsors approve the criteria for extended benefits.

NOW, THEREFORE, BE IT RESOLVED, that the City of St. Helens authorizes that the following criteria be applied to applications from companies seeking extended enterprise zone benefits:

- During the period of Enterprise Zone Benefits applicant companies agree to pay average wage rate of one-hundred and fifty percent (150%) of the County's most current average wage rate as approved by the State of Oregon; and
- Companies agree to remit ten percent (10%) of the abatement in betterment for economic development within Columbia County; and
- Companies agree to enter into a First Source Hiring Agreement with local employment agencies to hire qualified Columbia County residents.

Approved and adopted by the City Council on September 7, 2016, by the following vote:

Ayes:

Nays:

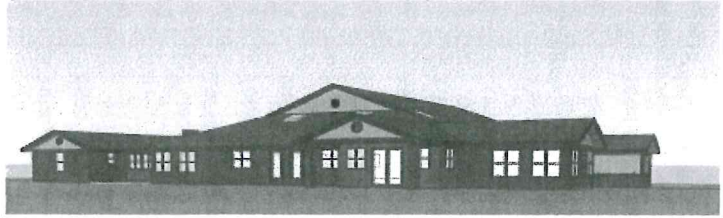
Doug Morten, Council President

ATTEST:

Kathy Payne, City Recorder

St. Helens Senior Center, Inc.

A 501c3 organization – IRS ID# 93-0722366
DUNS # 16-734-2609
375 SOUTH FIFTEENTH STREET
P.O. BOX 692 (Mailing Address)
ST. HELENS, OR 97051-0692
(503) 397-3377 - FAX (503) 397-4795
e-mail: c.young@shseniorcenter.org



August 16, 2016

HONORABLE MAYOR
AND COUNCILMEMBERS
ATTN KATHY PAYNE
CITY OF ST HELENS
ST HELENS OR 97051

BI-ANNUAL REPORT (Actually covering July 1, 2015 through June 30, 2016)

The following is provided for your information:

Profit and Loss Statement Previous Year Comparison

Balance Sheet Previous Year Comparison

Profit and Loss by Class for FY 2015-2016

Attendance: 16,043 for FY 2015-2016

Total meals served FY 2015-2016: 11,719 congregate meals + 21,098 meals-on-wheels for a total of **32,817 meals**.

Activities and events at the Senior Center have stayed the same.

We would like to request a grant from the City of St. Helens for \$10,000 for our meal program. This would represent approximately 25 to 30 cents per individual who participates in our program and would go a long way to help serve our senior and disabled population.

CHERYL A. YOUNG, Manager

Attachments

Top Notch Thrift Store (supporting St. Helens Senior Center), 503-397-5386 – Open 10:00-5:00 M-Sa
Senior Nutrition and Pleasure Program (SNAPP) including Meals-on-Wheels – 503-397-3343
Columbia County Rider (“CC” Rider) – 503-366-0159 or Toll Free 1-888-462-6526
Senior Advocacy – Community Action Team 503-396-6832

The St. Helens Senior Center does not discriminate in providing access to its programs, services and activities on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, sexual orientation, physical or mental disability, or any other inappropriate reason prohibited by law or policy of the state or federal government.

A small group of volunteers would like to set up one or two "blessing boxes" in the St. Helens area. These are along the lines of the "Little Free Library" but with non-perishable food items and/or toiletries. The sites under consideration are:

1. By the bathrooms across from City Hall
2. McCormick Park
3. The St. Helens Library

If any of these sites are a concern, or if there is a site that would be better suited, please let us know.

The volunteers would commit to maintaining the blessing boxes in good condition and keeping them stocked.

Thank you for your consideration.

Portia and Glen Swenson

RECEIVED

AUG 09 2016

OFFICE OF ST. HELENS
CITY RECORDER



COUNCIL MEETING MEMORANDUM – 09/07/2016

TO: CITY COUNCIL
FROM: MATT BROWN
SUBJECT: BINGS LID AND SEWER
DATE: SEPTEMBER 7, 2016

Greetings Council,

At our last meeting we discussed the BING'S RESTAURANT and accounts that are currently behind on payments. As of 08/29/2016, the current balances on the accounts are... (No payment or contact has been made on Bing's behalf)

LID Payments: \$5,292.00

Sewer Payments: \$1,983.50

TOTAL PAST DUE > \$7,275.50

If you recall last meeting, I discussed that Bing's stated they had a water leak that was caused by our sewer installation LID several years ago. After meeting with PW staff in more depth, in our finding, that we do not believe this to be true. The sewer installation is several feet away from the water line and Bing's has not shown any real proof of a possible leak other than a personal statement during discussions.

As requested at last meeting, I have reached out to McNulty PUD again for more information on the restaurant's water service/usage. I discussed with the office attendant an agreement that was supposedly in place to share information. She (Pat) said that the agreement was about the Urban Growth Boundary and to acquire any information about a customer, a formal request must be made to the board for their approval. The next board meeting is September 6th and I have written a formal request to the board.

Council and Staff may or may not recall that the Bing's Sewer Rate (currently set at a fixed price) was created by Jon Ellis many years ago based on its current usage back then. Normally, your sewage bill is calculated based on the water volume. The restaurant was given the opportunity, every year, to update their water usage to receive a new sewer rate. This has never been completed from what I can see and the rate has increased only with % increases that other water services have received over the years. Current staff is unfamiliar with how Mr. Ellis came to the current sewage rate calculation.

Bing's was given 30 days (ending Aug 26th) to make the payments current in a certified letter provided by Jordan Ramis's office. In preparation of shutting off service, the restaurant currently resides outside city limits and the County Building Inspector as well as the County Health Inspector will need to be notified and available when we do the shut-off. Initial phone discussions have been made and they are waiting for an official date of shut-off as they will need to be present when this takes place.

Along with all other LID accounts, I have requested the local title company to pull a basic title report to ensure that all LID liens are current. In the case of the Bing's Restaurant, I have asked the title company to complete a more in-depth title search so the City is aware of what liens are currently on the property and where the City currently stands in lien position. As of 8/29, I have not yet received a final report, but will make Council aware when I do and what the findings are.

At this time, I recommend moving forward with shutting off sewage service until the LID and Sewer Payments are made back up-to-date and current. I am looking for Council direction and approval in moving forward with staff's recommendation.

CITY COUCNIL MEMORANDUM – WORK SESSION 09/7/2016

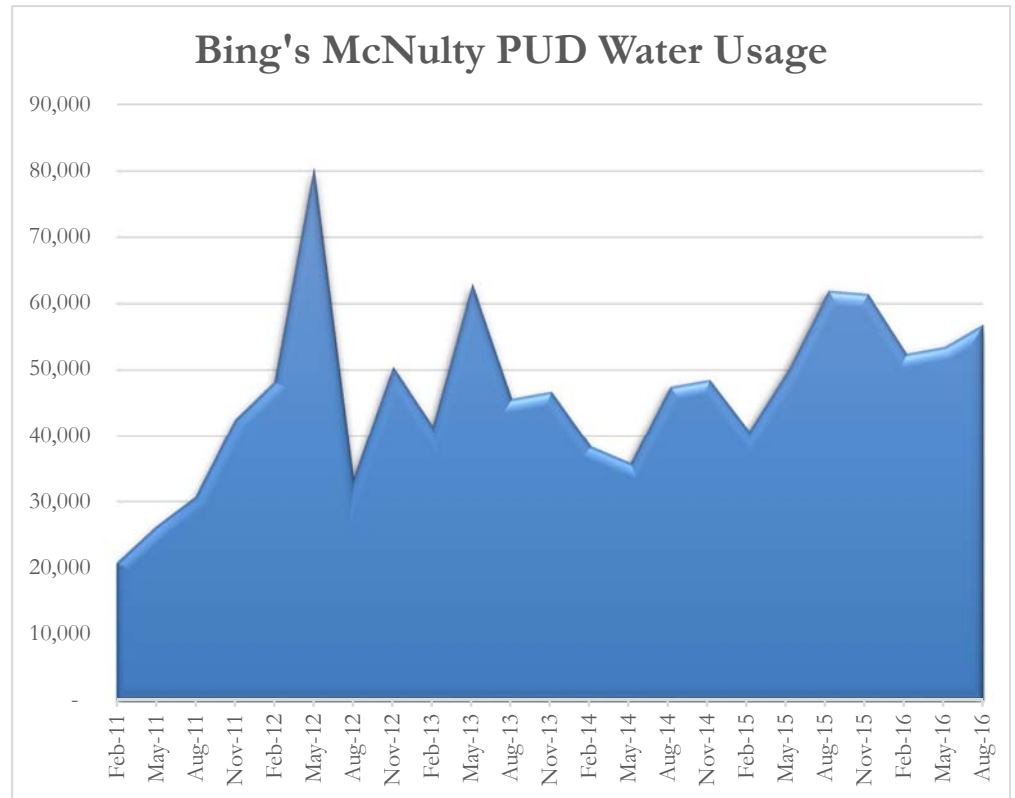
TO: COUNCIL
FROM: MATT BROWN
SUBJECT: BINGS – MCNULTY WATER PUD USAGE

Council,

Below is a summary report provided by McNulty PUD regarding water usage from Feb 2011 through Aug 2016. As you are aware, their current sewage monthly bill is a fixed amount which was set by the prior Finance Director based on 2011 usage obtained. As you can see from the chart below, their usage has significantly increased over the past 5 years, from 20k to almost 60k.

As I told the council at the last meeting, Paul Joe met with me in the first part of August requesting to make a new payment arrangement because he stated he had a water leak for the past 6 months that he did not have the money to fix the leak and make the payments (LID & Sewer) current. From the usage I can see from McNulty PUD, I do not see any sign of a true leak happening in my opinion.

<u>Date</u>	<u>Amount</u>
Feb-11	20,592
May-11	26,099
Aug-11	30,597
Nov-11	42,343
Feb-12	48,150
May-12	80,570
Aug-12	33,476
Nov-12	50,446
Feb-13	41,389
May-13	62,947
Aug-13	45,548
Nov-13	46,628
Feb-14	38,259
May-14	35,698
Aug-14	47,376
Nov-14	48,425
Feb-15	40,623
May-15	50,082
Aug-15	61,842
Nov-15	61,344
Feb-16	52,358
May-16	53,442
Aug-16	56,800



City of St. Helens
ORDINANCE NO. 3210

**AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE 5.16
REGARDING SECONDHAND DEALERS AND PAWNSHOPS**

WHEREAS, St. Helens Municipal Code 5.16 governs secondhand dealers and pawnshops;
and

WHEREAS, several jurisdictions have revised their municipal codes in recent years and the City of St. Helens desires the proposed changes to SHMC 5.16 to more closely align with current best practices.

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

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

Section 2. SHMC 5.16 is amended as set forth in Exhibit A to this ordinance (additional language is underlined and deleted text is shown as ~~strikethrough~~).

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

Read the first time: September 7, 2016
Read the second time: September 21, 2016

APPROVED AND ADOPTED by the City Council this 20th day of August, 2016, by the following vote:

Ayes:

Nays:

Randy Peterson, Mayor

ATTEST:

Kathy Payne, City Recorder

Chapter 5.16 SECONDHAND DEALERS

Sections:

- 5.16.010 Purpose.
- 5.16.020 Licenses and fees.
- 5.16.030 Exclusions.
- 5.16.040 Definitions.
- 5.16.050 Application requirements.
- 5.16.055 License characteristics.
- 5.16.060 ~~Police-approved register to be kept.~~ [Reporting of transactions](#)
- 5.16.070 ~~Record forms.~~ [\[Reserved\]](#)
- 5.16.080 ~~Regulated P~~ property sales.
- 5.16.090 ~~Sale postponed by chief of police.~~ [\[Reserved\]](#)
- 5.16.100 Article to be tagged.
- 5.16.110 ~~Exhibiting signs before obtaining license prohibited.~~ [\[Reserved\]](#)
- 5.16.120 ~~Advertising.~~ [\[Reserved\]](#)
- 5.16.130 Dealings with minors.
- 5.16.140 ~~Redemption period.~~ [\[Reserved\]](#)
- 5.16.150 Inspection of articles and records.
- 5.16.155 Denial and revocation criteria.
- 5.16.160 Revocation and suspension procedure.
- 5.16.165 Appeals.
- 5.16.170 Penalties.
- 5.16.180 Injunction.
- [5.16.190 Administrative Policies and Procedures](#)

5.16.010 Purpose.

The purpose of this chapter is to provide strict regulation of certain business activities that the council finds present an extraordinary risk of being used as a means of concealing criminal behavior involving the theft of property. This risk is present despite the best efforts of legitimate dealers because of the large volume of goods and material that are processed in such businesses. Therefore, this chapter is intended to reduce this type of criminal activity by providing more timely police awareness of such business transactions. The council finds that the regulation provided herein are necessary, and the need for the regulation outweighs any anticompetitive effect that may result from their adoption. (Ord. 2491 § 1, 1986)

5.16.020 Licenses and fees.

Every person who is a pawnbroker or secondhand dealer shall obtain from the city an annual license to conduct such business. The fees to be charged for the annual license shall be those fees established by the general licensing ordinance of the city. (Ord. 2491 § 2, 1986)

5.16.030 Exclusions.

The terms of this chapter, except those terms relating to licensing, shall not apply to the following:

- (1) To sales conducted by sheriffs, constables or other public officers who are acting according to law in their official capacity.

(2) To regularly licensed business establishments whose gross sales of new merchandise are more than 60 percent of its gross sales. Anyone relying upon this exclusion shall file with the city, upon demand, a written statement as approved by the city showing gross sales.

(3) To the business of selling at auction livestock, poultry or agricultural products.

(4) To a single auction sale that is conducted by the owner of the goods, or someone under his immediate supervision and control, upon the premises of the owner where such goods have been held or stored. No more than one such auction sale may be held on the premises during any 12-month period.

(5) To garage, basement or occasional sales as herein defined.

(6) To charitable or religious organizations. (Ord. 2491 § 3, 1986)

(7) To the sale of property purchased from manufacturers or wholesale dealers having an established place of business, or secured from any person doing business and having an established place of business in the city, provided that such goods shall be accompanied by a bill of sale or other evidence of legitimate purchase and must be shown to the chief of police or any police officer upon written order of the chief of police.

516.040 Definitions.

The following words and phrases shall have the meaning ascribed to them in this section:

(1) "Crimes of moral turpitude" means a crime which requires as an element of the crime a knowing or intentional act and has one of the following characteristics: fraud, deceit, dishonesty, harm to a specific victim, or illegal activity undertaken for personal gain.

(2) "Hearings officer" means the city council, or an outside party not affiliated with the city, hired or selected to conduct an appeals proceeding.

(3) "Pawnbroker" means any person engaged in conducting, managing or carrying on the business of loaning money for himself or for another, upon personal property, personal security, pawn or pledges, or engaged in the business of purchasing articles of personal property and reselling or agreeing to resell such articles to the vendors, or their assigns, at prices agreed upon at or before the time of such purchase.

(4) "Pawnshop" means any room, store or place in which a pawnbroker business is carried on or conducted.

(4)(5) "Police department" means the St. Helens Police Department.

(6) "Regulated property" means property of a type that has been determined by the chief of police to be property that is frequently the subject of theft, including new items as defined in this section as well as used items such as including but not limited to precious metals, precious gems, watches, sterling silver, electronic equipment, photography equipment, tools, musical instruments and cases, firearms, sporting equipment, gift cards, in-store credit cards, activated phone cards and household appliances. In order to enhance the police department's ability to reduce property crimes and recover stolen goods, a list of regulated property may be included in the administrative policies and procedures, and shall be updated by the chief of police. A copy

[will be kept on file in the police department.](#)

~~(5)~~(7) "Secondhand dealer" means any person who buys, sells or otherwise deals in secondhand tools, goods, wares or merchandise or other articles and things usually found in a secondhand store, except books, or any person who goes from house to house, or place to place, within the city, purchasing or soliciting the purchase of gold, silver or other precious metals or jewelry.

A "secondhand dealer" shall also include an auction market operator.

A "secondhand dealer" shall include the owner or occupant of any premises where a sale of secondhand or used merchandise commonly known as a "garage sale" or a "basement sale" is conducted, except such sales as satisfy all of the requirements of a "garage sale," "basement sale" or "occasional sale" as defined herein.

For the purposes of SHMC 5.16.050 through 5.16.090, a "secondhand dealer" shall include an antique dealer or anyone holding himself out as an antique dealer.

~~(6)~~(8) "Garage sale," "basement sale," or "occasional sale" means a sale of quantity of merchandise, clothes, household goods, personal property, etc., previously used or acquired for use by any person, which sale is of a duration of less than three days and which sale is more than 12 months from any previous such sale on the same premises. (Ord. 3055 § 1, 2007; Ord. 2491 § 4, 1986)

5.16.050 Application requirements.

The applicant for a secondhand dealer's license shall provide the information required on the city's secondhand dealer license application, and the appropriate nonrefundable license fee, at least 30 days prior to the date the license is requested to be effective. The application shall require:

(1) The name, address, telephone number, date of birth, and principal occupation of the applicant.

~~(2) If the proposed business is a partnership, corporation, limited liability company, or any other business entity recognized by the state of Oregon, the names, addresses, and dates of birth of all partners, officers, directors, members, or any other person who will be directly engaged or employed in the management or operation of the entity. If the applicant intends to conduct the business under an assumed name, the assumed name also shall be stated. Whether the applicant will be a sole proprietorship, partnership, limited partnership, family limited partnership, joint venture, association, cooperative, trust, estate, corporation, personal holding company, limited liability company, limited liability partnership or any other form of organization for doing business.~~

~~(a) If a partnership, the application must set forth the names, birth dates, addresses, telephone numbers, and principal occupations, along with all other information required of any individual applicant, of each partner, whether general, limited, or silent, and the respective ownership shares owned by each;~~

~~(a)(b) If a corporation, or limited liability company, the application must set forth the corporate or company name, copies of the articles of incorporation or organization and~~

the corporate by-laws or operating agreement, and the names, addresses, birth dates, telephone numbers, and principal occupations, along with all other information required of any individual applicant, of every officer, director, members or managers, and shareholder (owning more than five percent of the outstanding shares) and the number of shares held by each.

(3) The address of the place where the licensee will conduct his business and a statement of the kind of business which the applicant intends to conduct.

(4) The web address of any and all web pages used to acquire or offer for sale regulated property on behalf of the secondhand dealer, and any and all internet auction account names used to acquire or offer for sale regulated property on behalf of the secondhand dealer.

(5) Written proof that all principals are at least 18 years of age.

(6) Each principal's business occupation or employment for the 3 years immediately preceding the date of application.

(7) The business license and permit history of the applicant in operating a business identical to or similar to those regulated by Chapter 5.16.

(8) If the applicant does not own the business premises, a true and complete copy of the executed lease (and the legal description of the premises to be permitted) must be attached to the application.

(9) All arrests or convictions of each principal enumerated in paragraphs 1 through 7 of this Section.

~~(2)~~(10) Upon request, principals and employees shall submit to the chief of police the following information: fingerprints, passport size photographs, and a copy of the signature initials to be used by persons on transaction report forms. Principals and employees must submit new photos if requested to do so by the chief of police.

~~(3)~~(11) Any other information appropriate to determine the ownership, location, management, purpose, and any other factors related to the operation of a secondhand dealer, and the appropriate non-refundable secondhand dealer license fee as set by resolution.

~~(4)~~(12) The applicant to sign under penalty of perjury and false swearing. (Ord. 3055 § 2, 2007; Ord. 2491 § 5, 1986)

5.16.055 License characteristics.

(1) Nontransferable. A license issued pursuant to this chapter is nontransferable.

(2) Revocable. A license issued pursuant to this chapter may be revoked as provided in SHMC 5.16.155 and 5.16.160. (Ord. 3055 § 3, 2007)

5.16.060 ~~Police-approved register to be kept~~ Reporting of Transactions.

Every pawnbroker and secondhand dealer shall provide the police department all required information as set forth by the police department for each regulated property transaction (not

including sales) on the same day as the regulated property transaction occurs. The chief of police may designate the format for the transfer of this information and may direct that it be communicated to the police department by means of mail, the internet, or other computer media. ~~keep a book record of all articles purchased or received by him, which record shall at all times during business hours be open to the inspection of any police officer.~~

(1) In any such case that the chief of police directs that the information be transmitted via computer media, the chief of police may also direct the system that will be utilized in order to ensure conformity among all secondhand dealers.

(2) If, after establishing the format and requirements for the transmission of computerized reports of transactions, the chief of police alters the required format, secondhand dealers will be given at least 60 days to comply with the new format requirements. If unable to implement the reporting system before the deadline, a secondhand dealer must submit a written request for additional time to the chief of police before the deadline.

(3) Pawnbrokers are required to report only new transactions. Loan renewals do not need to be reported.

(4) Secondhand dealers and pawnbrokers may request an exemption from the standard reporting format. This exemption will allow secondhand dealers and pawnbrokers to, as an alternative, submit their transactions on transaction report forms created by the chief of police. The request for this exemption must be made in writing to the chief of police. The police department will provide all secondhand dealers with transaction report forms at cost until 60 days after such time that the chief of police directs a change in the reporting method. The chief of police may specify the format of the transaction report form. The chief of police may require that the transaction report form include any information relating to the regulations of this Chapter. Secondhand dealers may utilize their own forms, in lieu of those supplied by the police department, if the chief of police has approved such forms. The declaration of proof of ownership will be considered to be included in references in this Chapter to the transaction report form, as appropriate.

~~(1) — Such record shall include the signature and address of the person pledging any articles or things, or from whom the purchase is made by any pawnbroker or secondhand dealer licensed under the provisions of this chapter for all pledges or purchases on the business premises; for off-premises purchases, only the date and the address of the purchase must be recorded.~~

~~(2) — Such record shall show the hour of the day when such article was received on deposit, pledged or purchased, the number of the pawn ticket, amount loaned, if any, the amount of a purchase, and a complete description of each article left on deposit, pledged or purchased.~~

~~(3) — Each pawn ticket issued shall be numbered consecutively, and if stubs are used in connection with such pawn tickets, each stub shall be numbered consecutively to conform to the ticket.~~

~~(4) — If any article so left on deposit, pledged or purchased has engraved thereon any number, word or initial, or contains any setting of any kind, the description of such article in such record shall contain such number, word or initial and shall show the kind of settings and the number of each kind.~~

~~(5) — The record shall be made in the English language, in ink, in a clear, legible manner.~~

~~(6) — No secondhand dealer shall be required to record such description of any property purchased from manufacturers or wholesale dealers having an established place of business, or secured from any person doing business and having an established place of business in the city, but such goods shall be accompanied by a bill of sale or other evidence of legitimate purchase and must be shown to the chief of police or any police officer upon written order of the chief of police.~~

~~(7) — The record concerning articles or material shall be kept for at least one year after the date of receipt of such articles or material at the places of business.~~

~~When any licensee discontinues his business, such records or duly authenticated copies thereof shall be delivered to the city of St. Helens or disposed of as directed by it. (Ord. 2491 § 6, 1986)~~

5.16.070 Record forms.[Reserved]

~~In addition to other records and reports required to be kept by this title, all pawnbrokers and secondhand dealers shall, at the time of taking, receiving or purchasing any article in the business for which he is licensed, place the description of the following articles or things pledged, pawned, received or purchased upon a form which shall be provided by the police department:~~

~~(1) — Jewelry, gems, or precious metals with market value over \$30.00.~~

~~(1) — TV, video, and stereo equipment.~~

~~(1) — Cameras and camera equipment.~~

~~(1) — Firearms, operable or not operable.~~

~~(1) — Nonfurniture antique pieces with a market value over \$200.00.~~

~~(1) — Power tools.~~

~~The form provided herein shall be of such size, shape and color and shall require such information as the chief of police and city council may direct. The description of any article pledged, pawned, received or purchased shall be such description as may be called for by the form. The pawnbroker or dealer shall fill in the blank spaces on such form with such data as is required by the form.~~

~~Every person coming within the provisions of this section shall deliver to the chief of police of the city, every Monday before the hour of 12:00 noon, all of such forms describing goods, articles or things pledged, pawned, bought, taken or received by him during the preceding week. All of such forms must be fully completed in the manner specified in this section. (Ord. 2491 § 7, 1986)~~

5.16.080 Regulated Property sales.

(1) Regulated property is subject to the following limitations:

(a) Holding period: Regulated property acquired by any secondhand dealer or pawnbroker must be held for a period of 30 full days from the date of acquisition. Pawnbroker loan transactions are exempt from the 30-day hold requirements of 5.16.080 because of the redeemable nature of the loans and the holding requirements in ORS 726. However, if the loan is converted to a buy by the pawnbroker within 30 days from the date of the pawn transaction, the difference between the original date of the pawn and the buy will count toward the 30-day hold requirement. All other provisions of 5.16.080 remain in effect.

(b) Requirements of held property: All held property must remain in the same form as when received, must not be sold, dismantled or otherwise disposed of, and must be kept separate and apart from all other property during the holding period to prevent theft or accidental sale and to allow for identification and examination by the police department. Held property must be kept at the business location during this holding period so that it can be inspected during normal business hours (as provided in Section 5.16.150). Held property, other than property on police hold, may be held in a place within public view, as long as the other requirements of A.2 are met.

(c) Held property requirements do not apply if:

(i) The property is received from a secondhand dealer or pawnbroker regulated by the City of St. Helens who has already satisfied the holding requirements of this chapter and the secondhand dealer or pawnbroker records the original transaction report number on the transaction report completed for the new transaction, or

(ii) If a customer, who originally purchased property from a secondhand dealer or pawnbroker, returns it to that secondhand dealer or pawnbroker with the original receipt.

(2) Notwithstanding Subsection 5.16.080 A., the chief of police may determine that certain types of transactions pose a reduced risk of being an outlet for the sale of stolen property and therefore may modify the hold period and/or reporting requirements for those types of transactions. Those transactions and the modified requirements are described in the administrative policies and procedures available at the police department.

(3) Upon reasonable belief that an item of regulated property is the subject of a crime, any police officer may provide notice to any secondhand dealer or pawnbroker that a specifically described item of regulated property must be held in a separate police hold area for a period not to exceed 30 days from the date of notification, and is subject to the requirements of subsection A.2 above. The hold may be extended an additional 30 days upon notice provided to the secondhand dealer or pawnbroker that additional time is needed to determine whether a specific item of regulated property is the subject of a crime. The secondhand dealer or pawnbroker shall comply with the hold notice and notify the police department of the hold notice not later than five calendar days from the day the notice was received, either by telephone, fax, email, or in person. A secondhand dealer or pawnbroker must notify the police department of their intent to dispose of any item of regulated property under police hold at least 10 days prior to doing so.

(a) A police hold area must meet the following criteria:

(i) Located out of public view and access, and

(ii) Marked "Police Hold," and

(iii) Contain only items that have been put on police hold.

(b) Secondhand dealers and pawnbrokers may maintain up to three police hold areas as necessary for the safe storage of high value items, physically large items, and general merchandise put on police hold.

(c) If it is not possible or practical to move an item to or store an item in the police hold area, a secondhand dealer or pawnbroker may submit a written request to the chief of police for approval to keep the item with other held property. Approval may be granted with the understanding that the item will be clearly marked as being on police hold and kept from public view and access.

(4) Upon probable cause that an item of property is the subject of a crime, the chief of police may take physical custody of the item or provide written notice to any secondhand dealer or pawnbroker to hold such property for a period of time as determined by the chief of police, not to exceed the statute of limitations for the crime being investigated. Any property placed on hold pursuant to this subsection is subject to the requirements found in A.2 of this subsection, and will be maintained in the police hold area unless seized or released by the police department. Seizure of property will be carried out in accordance with Oregon Revised Statutes.

(5) If a secondhand dealer or pawnbroker acquires regulated property with serial numbers, personalized inscriptions or initials, or other identifying marks which have been destroyed or are illegible due to obvious normal use, the secondhand dealer or pawnbroker shall continue to hold the property at the business location for a period of 90 full days after acquisition. The secondhand dealer or pawnbroker must notify the police department by writing "90 day hold" next to the item on the transaction report or by an electronic means approved by the chief of police. The held property must conform to all the requirements found in A.2 of this subsection.

(6) If a secondhand dealer or pawnbroker receives information that leads to an objectively reasonable basis to believe that any property already at his/her business location has been previously lost or stolen, he/she must report that belief to the police department by day's end. The notice must include the transaction report number and any additional information regarding the name of the owner, if known.

(7) If a peace officer seizes any property from a secondhand dealer or pawnbroker; the secondhand dealer or pawnbroker must notify the police department of the seizure not later than five calendar days from the day the seizure occurs. The secondhand dealer or pawnbroker must provide the name of the agency, the name of the peace officer, the number of the receipt left for the seizure, and the seized property information. Notification to the police department may be given by telephone, fax, email, or in person.

(8) Any property purchased by the dealer which is proven to be stolen property may be seized by the police department and may not be released to anyone other than the Dealer secondhand dealer or pawnbroker unless the property is released to:

(a) Another law enforcement agency that has provided documentation to the satisfaction of the Chief of Police of the stolen status of the property, or

(b) A person who reported the property as stolen; and

(i) A stolen property report has been filed with a law enforcement agency where making an untruthful report is a violation of the law, and

(ii) A notice has been delivered to the ~~secondhand dealer or pawnbroker Dealer~~ holding the property or from whom the property was seized.

(c) The notice required by this subsection will state that the property will be released to the person who has filed the stolen property report unless the ~~secondhand dealer or pawnbroker Dealer~~ or pawnner/seller files a motion for return of seized property within 10 days of the date of the notice and in the manner set forth in the notice.

(d) The notice required by this subsection will be sent electronically with a request for acknowledgement, or delivered in person to the ~~secondhand dealer or pawnbroker Dealer~~ at the email or physical address shown on the ~~secondhand dealer's or pawnbroker's Dealer's~~ permit application or most recent permit renewal application, and to the pawnner/seller at the address shown in the transaction report required by Section ~~14B.0905.16.060~~.

(e) The notice required by this subsection will provide the information necessary to submit a motion for return of seized property.

(f) The failure of any person to receive the notice required in this subsection will not invalidate or otherwise affect the proceedings of this subsection.

~~No property listed in SHMC 5.16.070 shall be sold from the pawnbroker or secondhand dealer's place of business for seven full days after purchase. (Ord. 2491 § 8, 1986)~~

5.16.090 ~~[Reserved] Sale postponed by chief of police.~~

~~Whenever the chief of police, or any police officer, on the written order of the chief of police, a copy of which order shall be served, shall notify any pawnbroker or secondhand dealer not to sell any property received on deposit or purchased, or permit the same to be redeemed, the property shall not be sold, permitted to be redeemed, or otherwise disposed of until such time as may be determined by the chief of police, not exceeding 15 days from the day of notice aforesaid. Any property purchased by the dealer which is proven to be stolen property may be seized by the police department and may be returned to the rightful owner without any recovery of purchase price to the dealer from the owner or the city. (Ord. 2491 § 9, 1986)~~

5.16.100 Article to be tagged.

~~Any pawnbroker or secondhand dealer shall affix a tag to every item of regulated property, which must contain a unique, legible number. That unique number must either be the same as the transaction report number for that item or be referenced to the transaction report required by the police department or assigned by the approved reporting method described in the police department's administrative policies and procedures. After the holding period has expired, the transaction number must remain identifiable on the property until the sale of the property. receiving in pledge, by purchase, or otherwise, any article or goods shall affix to the article or goods a tag upon which shall be written a number in legible characters, which number shall correspond to the number in the book required to be kept as heretofore provided or provide an alternative form of identifying article to correspond to the book record approved by the chief of police. (Ord. 2491 § 10, 1986)~~

(1) After the applicable holding period has expired, hand tools, or items that are sold with other like items and have no identifiable numbers or markings need not remain tagged.

(2) After the applicable holding period has expired, items that are remanufactured need not remain tagged.

5.16.110 ~~[Reserved]~~ Exhibiting signs before obtaining license prohibited.

~~No person or persons shall exhibit any sign usually known as a "pawnbroker's sign," such as three balls, or any number of balls, or advertise as a pawnbroker or secondhand dealer without first obtaining from the city the license required by this title for such business. (Ord. 2491 § 11, 1986)~~

5.16.120 ~~Advertising~~ [Reserved].

~~Secondhand dealers shall not advertise any feature of their business as rummage sales. (Ord. 2491 § 12, 1986)~~

5.16.130 ~~Dealings with miners~~ Prohibited Acts.

(1) It is unlawful for any person regulated by Chapter 5.16:

(a) To receive any property from any person:

(i) Known to the principal, employee or secondhand dealer or pawnbroker to be prohibited from selling by a court order,

(ii) Under the age of 18 years unless the person's parent or guardian complete the applicable information on the declaration of proof of ownership,

(iii) About whom the principal, employee or secondhand dealer or pawnbroker has been given notice by law enforcement as having been convicted of burglary, robbery, theft or possession of or receiving stolen property within the past ten years whether the person is acting in his or her own behalf or as the agent of another who meets the above criteria;

(b) To receive property prohibited by this chapter or the police department's administrative policies and procedures, including:

(i) Medications;

(ii) Property with serial numbers, personalized inscriptions or initials or other identifying marks that appear to have been intentionally altered or rendered illegible.

(c) To receive property that a reasonable person under similar circumstances would believe is more likely than not stolen, except as allowed by the police department's administrative policies and procedures. A later determination regarding whether or not an item is found to be stolen will not be used as a factor to determine whether a secondhand dealer or pawnbroker has violated this subsection.

~~No pawnbroker or secondhand dealer shall buy or receive on deposit, or for pledge, any article~~

~~or thing whatsoever from any person under the age of 18; nor shall any pawnbroker or secondhand dealer sell to any person under 18 years of age any knife having a blade that projects or swings into position by force of spring or by centrifugal force and commonly known as a switchblade knife, any dirk, dagger, ice pick, sling shot, metal knuckles, or any similar instrument by the use of which injury could be inflicted upon the person or property of any other person. (Ord. 2676, 1994; Ord. 2491 § 13, 1986)~~

5.16.140 ~~Redemption period~~[Reserved].

~~It shall be the duty of every pawnbroker to allow any person accepting a loan for less than \$30.00 a period of six months in which to pay for same before the same becomes forfeitable; and all sums over \$30.00 a period of one year before the same becomes forfeitable. (Ord. 2491 § 14, 1986)~~

5.16.150 Inspection of articles and records.

All persons licensed to do business as a pawnbroker, an antique dealer or secondhand dealer, and any person employed thereby, shall permit the chief of police, or his designee, upon presentation of official identification, entry to such business premises for the limited purpose of inspecting any articles-regulated property purchased or for sale in the business ~~as regulated by this chapter~~ and currently being held ~~pursuant to SHMC 5.16.070~~ and/or the records incident thereto, to ensure compliance with the provisions of this chapter. Any such inspection shall only be authorized during normal business hours. The chief of police, or his authorized designee, will first present proper credentials to the appropriate party and request entry. If such entry is refused, the chief of police, or his authorized designee, will have recourse to any remedy provided by law to obtain entry. (Ord. 3055 § 5, 2007; Ord. 2491 § 15, 1986)

5.16.155 Denial and revocation criteria.

Upon the application for a license by a pawnbroker or secondhand dealer, the city recorder shall refer the same to the city police for investigation preparatory to issuing a license. If it shall appear from such investigation or otherwise that a pawnbroker or secondhand dealer license should not be granted to said applicant or applicants, the chief of police shall notify the city recorder to that effect. The chief of police shall set forth the criteria given in this section that support his decision to deny a license. The applicant may appeal from this finding in accordance with SHMC 5.16.165, but while the appeal is pending a license shall not be granted. The city may deny or revoke a license on a finding that:

- (1) The applicant fails to meet the requirements of this chapter, or is doing business in violation of this chapter, zoning regulations, or applicable federal, state, or local law.
- (2) The applicant has provided false or misleading information, or has omitted disclosure of a material fact on the application, related materials, or license.
- (3) The applicant does not have the state-issued license required by ORS 726.040 and the applicant is applying for a license to conduct a pawnbroker business as defined in SHMC 5.16.040(3).
- (4) The applicant's past or present violations of law consist of crimes of moral turpitude, including, but not limited to, theft or the receipt of stolen property. (Ord. 3159 § 1, 2012; Ord. 3055 § 4, 2007)

5.16.160 Revocation and suspension procedure.

(1) When any licensee fails to comply with any provision of this chapter, the city administrator may, by order, revoke or suspend any license granted by the city. Before taking any such action, the city shall set a time for the licensee to appear before it to be heard, either in person or by attorney, in opposition to such action. The city administrator shall give the licensee at least 10 days' notice by registered mail addressed to the licensee at his last address, as shown by the license records, of the time of the hearing, of the action intended to be taken and the reason for such action. Within 30 days after such hearing, the city administrator shall make and enter in city records an order setting forth its findings, determination and action, notice of which shall be given the licensee by mailing a copy thereof by registered mail to the licensee at his last address as shown by the license records. The licensee shall have the right to appeal such determination in accordance with SHMC 5.16.165.

(2) In the event a licensee is convicted for any violation of this chapter, such conviction shall be sufficient ground for summary suspension or revocation of his license without notice and hearing by order made and entered as provided in subsection (1) of this section. (Ord. 3055 § 5, 2007; Ord. 2491 § 16, 1986)

5.16.165 Appeals.

Any person aggrieved by the city's decision to deny or revoke their secondhand dealer license may appeal such action to a hearings officer through the following procedures:

(1) A person appealing the city's action shall, within 10 days of such action and notice, file a written notice of appeal with the city recorder. The written notice shall include: the name and address of the appellant, the nature of the decision being appealed, the reason(s) the original decision is alleged to be incorrect, and the result the appellant desires on appeal.

(2) The city recorder shall fix the time for the appeal to be heard by the hearings officer, place the hearing of the appeal upon the calendar of the hearings officer, and notify the appellant of the time fixed no less than 10 days prior to that time.

(3) The appellant shall pay a nonrefundable appeals fee, [set by resolution of the city council](#), to facilitate the appeal.

(4) The appellant shall be entitled to appear personally, or by counsel, to present such facts and arguments as may tend to support his or her appeal.

(5) The hearings officer shall take such action upon the appeal as he or she sees fit and such action by the hearings officer shall be final.

(6) A decision to revoke a license made by the city shall be stayed pending the outcome of an appeal properly filed pursuant to this section. However, a decision to deny a license made by the city shall be enforced pending the outcome of an appeal properly filed pursuant to this section.

(7) Failure to strictly comply with the applicable appeal requirements, including, but not limited to, the required elements for the written notice of appeal, time for filing, and payment of the applicable appeal fee, shall constitute jurisdictional defects resulting in the summary dismissal of the appeal.

(8) If the appellant loses on appeal, the appellant will be held financially responsible for the cost to the city of the appeal, including, but not limited to, the hiring of the hearings officer, if any. (Ord. 3055 § 4, 2007)

5.16.170 Penalties.

A violation of any of the provisions of this chapter shall constitute a Class C misdemeanor. (Ord. 3055 § 13, 2007; Ord. 2491 § 17, 1986)

5.16.180 Injunction.

Any violation of the provisions of this chapter may be restrained or enjoined by suit in circuit court. (Ord. 2491 § 18, 1986)

5.16.190 Administrative Policies and Procedures

The chief of police may implement the requirements and specifications of this chapter. Administrative policies and procedures stemming from this chapter will be maintained by the police department and copies will be provided to all secondhand dealers and pawnbrokers.

**USER’S AGREEMENT
AND SOFTWARE LICENSE FOR
LAW ENFORCEMENT CONTRIBUTORS
OF THE
REGIONAL AUTOMATED PROPERTY INFORMATION DATABASE (“RAPID”)**

This User’s Agreement (“Agreement”) is made effective on **August 1, 2016** (“Effective Date”) by and between the City of Portland, a municipal corporation of the State of Oregon, and its successors or assigns (hereinafter referred to as “City”) and **St. Helens Police Department** (hereinafter referred to as “NAMED USER”), by and through their duly authorized representatives. This Agreement has a five-year term and will expire on **July 31, 2021**. This Agreement may be renewed by Amendment for up to an additional five years, for a total term of ten years.

This Agreement may refer to the City and User individually as a “Party” or jointly as the “Parties.”

Authority to enter into the Agreement is pursuant to Oregon Revised Statutes (“ORS”) 190.110.

RECITALS

WHEREAS, in 2008 the City implemented the Regional Automated Property Information Database (“RAPID”), a cooperative multi-agency, multi-jurisdictional effort to share information regarding pawn and secondhand store transactions on a regional basis including, stolen and lost article data held by Oregon State Police (OSP), specifically OSP’s Law Enforcement Data System (“LEDS”), the Federal Bureau of Investigations (FBI) National Crime Information Center (“NCIC”) and Washington State Police (WSP), specifically WSP’s Washington Crime Information Center (“WACIC”); and

WHEREAS, the City has a contract (the “License Agreement”) with Business Watch International (“BWI”) which grants the City a license to use BWI’s Software in the RAPID system and to resell licenses for BWI’s Software to certain Users of RAPID;

WHEREAS, NAMED USER desires to be a Contributor to RAPID and obtain a Software license from the City along with the right to use and access RAPID as set forth herein; and

WHEREAS, the City and NAMED USER desire to enter into this Agreement and being fully advised;

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1.0 Definitions

“Amendment” means a written document, required to be signed by authorized representatives of both Parties, which alters the terms and conditions of this Agreement.

“Authorized Use” means functions and capabilities that a User is assigned and able to perform based on User ID, password, and rights, as established and granted by the City or a RAPID administrator.

“BWI” means Business Watch International of Regina, Saskatchewan, Canada, the developer and licensor of the Software.

“Contributor” means a law enforcement agency that enters data into RAPID or has Dealers who submit current data for entry into RAPID. Contributors are required to have a Software license.

“Dealer” means a pawn shop, second-hand store or other commercial entity, such as a scrap metal dealer, engaged in the purchase or resale of goods who may encounter stolen property, and who is within the jurisdiction of a Contributor.

“Maintenance” means services provided by the City or BWI to keep RAPID operating at optimal performance levels and to respond to requests from Users for technical assistance.

“Non-Law Enforcement Participant (NLEP)” means a Participant that is not a law enforcement agency.

“Participant” means a law enforcement agency or other entity that accesses information in RAPID but does not submit current Dealer data into RAPID. Participants may search for data in the RAPID system.

“RAPID” means the Regional Automated Property Information Database, the cooperative effort of regional law enforcement agencies, initiated and managed by the City, to collect and share data on pawn, secondhand and metal recycler dealer transactions. RAPID may also refer to the Web-based information system that accesses the database.

“Software” means the proprietary or licensed computer programs, firmware, applications, or Operating System Software which are components of the RAPID System and are sublicensed to NAMED USER by the City pursuant to this User Agreement, specifically BWI’s Internet-based information reporting and exchange system RPDSS and ADXStudio’s related utility software, and including, without limitation, any custom Software or Customization, application software, base software, diagnostic software, Updates, Upgrades and any related Documentation to RPDSS and ADXStudio.

“Source Code” means a complete copy, expressed in high-level (i.e., human-readable; not machine language or object code) computer language, of the Software which, when assembled or compiled, becomes the executable object code of the Software.

“User” means a law enforcement agency or other authorized entity or individual that accesses RAPID. A User may be a Contributor or a Participant.

2.0 Software License and Maintenance

2.1 NAMED USER is designated a User in the **Contributor** classification.

2.2 Subject to payment of all license fees as set forth in Exhibit A and compliance with the terms and conditions set forth herein, the City, as authorized by BWI, hereby grants NAMED USER a non-exclusive license to use, access, and operate the Software and access RAPID as a Contributor for the license time period stated in Exhibit A, allowing Dealers within its jurisdiction or the NAMED USER to enter data into RAPID. As set forth in Exhibit A, the population base is the basis for calculation of fees payable under this Agreement, The license is without restriction, as applicable, with respect to the number of RAPID end users, access site, or other measurement or platform restrictions. The City shall provide log-on information to NAMED USER and create the User profiles.

2.3 BWI shall retain all ownership rights to the Software. Nothing in this Agreement shall be construed to provide NAMED USER with any ownership of the Source Code or proprietary rights in the Software. NAMED USER shall not decompile, disassemble, or otherwise reverse engineer the Software.

2.4 All trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to the Software are and will remain the exclusive property of BWI.

2.5 Neither NAMED USER nor Dealers in NAMED USER's jurisdiction will be allowed to provide current transactional data to RAPID without a valid Software license.

2.6 Subject to payment of all Maintenance and System fees set forth in Exhibit A, NAMED USER may request Maintenance as needed. NAMED USER shall direct requests for Maintenance or other technical assistance to Brent Bates, RAPID Program Coordinator, by phone to 503-823-2935 or by e-mail to Brent.Bates@portlandoregon.gov.

3.0 User Warranties and Obligations

3.1 NAMED USER warrants it has read and understands and is in agreement with the principles and requirements set forth herein for participation in RAPID.

3.2 NAMED USER warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.

3.3 NAMED USER acknowledges and agrees that NAMED USER, its employees, agents, and Dealers will use RAPID only for Authorized Use and only for a legitimate, official and authorized law enforcement or public safety purpose. Permission to use the information available in or through RAPID other than for Authorized Use shall be obtained in writing from the City RAPID Program Coordinator prior to any such use.

3.4 NAMED USER acknowledges and agrees that NAMED USER, its employees, agents, and Dealers will not modify or attempt to modify through computer programming, hacking, or other techniques the functions, capabilities, and operations of the Software.

3.5 NAMED USER is responsible for providing its own computers, Internet connections and any other equipment, devices, or capabilities required for its authorized Users to have use of and access to RAPID. NAMED USER is responsible for configuring and maintaining its computers and devices to conform to RAPID access and security requirements as set forth in Sections 5.0 and 6.0 of this Agreement.

4.0 Ownership, Entry, and Maintenance of Information by a Contributor

4.1 Dealer transaction information shall be entered directly into RAPID by Dealers using their RAPID or RAPID-compatible point of sale equipment. If a Dealer does not have RAPID-compatible point of sale equipment, NAMED USER or the Dealer should contact the RAPID Program Coordinator for technical assistance. NAMED USER itself may also enter the Dealer transaction information into RAPID.

4.2 The City shall notify NAMED USER in writing if data entered by NAMED USER Users is found to be nonconforming to the established standards and procedures. NAMED USER shall, at its option, 1) correct such data using its own resources as soon as practicable, but not to exceed thirty (30) calendar days from notification of nonconforming data, or 2) request assistance from the City and reimburse the City for any costs associated with the City's removing or performing remedial actions on NAMED USER data required to bring the data into conformance with the established standards and procedures.

4.3 NAMED USER retains sole ownership of the transaction information of Dealers in its jurisdiction. A Dealer has exclusive control over the content of its own transaction information and sole responsibility for the content, whether NAMED USER inputs the transaction information or it is submitted by Dealers in its jurisdiction. At any time, NAMED USER may update or correct any of its information in RAPID or delete it from RAPID entirely. All RAPID entries will be clearly marked to identify the Contributor who owns the information.

4.4 NAMED USER retains sole ownership and control of the records generating the reported stolen property information it submits to RAPID.

4.5 NAMED USER has the sole responsibility and accountability to ensure that all Dealer transaction information entered into RAPID by NAMED USER or Dealers in its jurisdiction has not been obtained in violation of any Federal, State, or local law applicable to NAMED USER and that Dealers in its jurisdiction do not report the transaction data to any non-law enforcement entity outside of their point of sale software system.

4.6 NAMED USER has the sole responsibility and accountability for making reasonable efforts to ensure the accuracy of information entered into RAPID by NAMED USER or Dealers in its jurisdiction and the continuing accuracy of such information thereafter. Any challenge to the accuracy of information in RAPID shall be made to the City and the relevant Contributor.

4.7 RAPID is populated with mirrored information derived from each User's reported stolen property. RAPID is not in any manner intended to be an official repository of original reported stolen property records, nor to be used as a substitute for an official repository of original reported stolen property records. The stolen property information in RAPID is not to be accorded any independent record system status. RAPID is merely a means to provide timely access for RAPID Users to discover stolen property information that replicates existing files/records systems found within their records.

4.8 Because NAMED USER-reported stolen property information housed by RAPID will be limited to duplicates of information obtained and separately managed by NAMED USER within its own record systems, information submitted by NAMED USER shall not be altered or changed in any way, except by NAMED USER. NAMED USER shall not make any changes to the reported stolen property or Dealer transaction data in RAPID's data warehouse that is not mirrored within NAMED USER's source records.

4.9 NAMED USER will be responsible for handling the stolen property matches generated by RAPID from the property reported by its contributing Dealers regardless of the origin of the stolen property report.

4.10 To the extent that any newly discovered links, matches, relationships, interpretations, etc., located in searches of RAPID may be relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing User to incorporate such information in the User's own official records system(s) in accordance with that User's records management processes.

4.11 There is no obligation and there should be no assumption by NAMED USER that a particular Contributor's records housed in RAPID represents the totality of all information or records of that Contributor's records system for any subject or person.

5.0 Access To and Use of Information

5.1 NAMED USER agrees to permit other RAPID Users the right to access, disseminate, and/or use the information entered by NAMED USER or Dealers in its jurisdiction according to the principles set forth in this Agreement. NAMED USER is solely responsible for ensuring that it is not constrained from permitting this right by any laws, regulations, policies, and procedures applicable to NAMED USER.

5.2 NAMED USER and its Dealers shall access RAPID via a secure Internet connection.

5.3 NAMED USER shall not use information in RAPID for any non-law enforcement purpose, or to establish or verify the eligibility of applicants, recipients, beneficiaries, participants, or providers of services with respect to cash or in-kind assistance or payments under the Federal or State benefit programs.

5.4 Agencies other than those who are Contributors or Participants will not have direct access to RAPID. Requests by such agencies for copies of information contained in RAPID shall be referred to the individual RAPID Contributor that owns the information unless otherwise required by law.

5.5 NAMED USER shall not share User IDs or passwords or provide direct access to RAPID to any entity that has not executed a User agreement with the City and, if required, a license agreement with the City or BWI.

5.6 RAPID includes an audit capability that logs all User actions, including the identity of the User, time of access, queries executed, responses, alerts set, and notifications received. The log is maintained indefinitely unless periodic purging is required by law.

6.0 Security

6.1 NAMED USER will authorize specific employees to access RAPID. Access shall be granted only to those employees and agents with an official "need to know" such information. Upon request by the City, NAMED USER shall provide the City with lists of employees requiring access and notify the City promptly of the change when an employee no longer requires access.

6.2 NAMED USER is responsible for training its Users who are authorized to access RAPID regarding the use and dissemination of information obtained from RAPID. NAMED USER shall ensure its authorized Users have a clear understanding of the need to verify the reliability of the information from RAPID with the User that provided the information before using the information for preparing affidavits, obtaining subpoenas and warrants, or other law enforcement purposes. Training should also ensure employees understand the restrictions on use of RAPID data and information set forth herein.

6.3 NAMED USER will ensure that its Users will not access RAPID until after successfully completing appropriate training.

6.4 NAMED USER agrees to immediately deactivate the RAPID User ID and password of any employee, agent, or Dealer who is no longer an employee, agent, Dealer, or contractor of NAMED USER, or who no longer requires Authorized Use of RAPID.

6.5 NAMED USER shall provide immediate notification to the City of any actual or suspected unauthorized use of a User ID and password or of any security breach that affects RAPID or any other City systems. NAMED USER shall provide notification to the City of any incident relating to the integrity of the Software, such as a computer virus.

6.6 NAMED USER acknowledges that RAPID will contain Sensitive but Unclassified (SBU) information from the records systems of the Contributors. RAPID is managed by the Portland Police Bureau. NAMED USER agrees to use at least the same degree of care in protecting information accessed in RAPID that NAMED USER exercises with respect to its own sensitive information.

6.7 NAMED USER acknowledges that unauthorized disclosure of SBU information or misuse of the Software or a City computer system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Agreement, the City may obtain equitable or injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief and remedies at law.

6.8 Failure to comply with the security and Authorized Use specifications contained in this Agreement may, at the sole discretion of the City, result in the suspension of NAMED USER and access to RAPID by NAMED USER and its Users until such failures are corrected to the City's satisfaction.

7.0 Price

7.1 Prices are set forth in Exhibit A to this Agreement.

7.2 NAMED USER shall bear all its own costs in relation to RAPID unless otherwise provided herein or in an amendment to this Agreement.

7.3 NAMED USER acknowledges that the City has the right to change the prices upon sixty (60) calendar days' written notice to NAMED USER.

8.0 Disclaimers, Limitation of Liability, and Indemnity

8.1 RAPID and its website, services, data, and information are supplied "as is" without warranty of any kind, whether express or implied, NAMED USER acknowledges that access to RAPID, its website, and services may be subject to delay, and the data and information may be subject to deletion, theft, errors, or omissions. The City has no responsibility for the accuracy, timeliness, or completeness of information in RAPID. To the maximum extent permitted by law, the City disclaims all warranties, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

8.2 RAPID is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by NAMED USER to perform RAPID-related functions shall not be considered employees of RAPID or of any other party for any purpose. NAMED USER remains solely responsible for the supervision, work schedules, performance

appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to RAPID access.

8.3 Unless specifically addressed by the terms of this Agreement, NAMED USER shall be responsible for the negligent or wrongful acts or omissions of its own respective officers and employees performing under this Agreement, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject.

8.4 SUBJECT TO LOCAL, STATE AND FEDERAL CONSTITUTIONAL AND STATUTORY LIMITATIONS AND RESTRICTIONS, NAMED USER SHALL DEFEND, SAVE, AND HOLD HARMLESS THE CITY OF PORTLAND, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM ALL CLAIMS, DEMANDS, SUITS, AND ACTIONS, AND INDEMNIFY THE CITY OF PORTLAND, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE (INCLUDING ALL ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATING TO ITS ACTS, ERRORS, OR OMISSIONS OR THOSE OF ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, OR DEALERS UNDER THE TERMS OF THIS AGREEMENT.

9.0 Term and Termination

9.1 This Agreement shall be in effect for the period of time stated on the first page unless terminated as set forth in this Section.

9.2 The following conditions apply to termination of this Agreement.

9.2.1 This Agreement may be terminated at any time by the mutual written agreement of the duly authorized representatives of the Parties.

9.2.2 Either Party may terminate this Agreement upon thirty (30) calendar days' written notice to the other Party.

9.2.3 The City may terminate the Agreement with immediate effect in the event of a breach of any provision of this Agreement by NAMED USER.

9.3 Upon termination of this Agreement all information contributed to RAPID by NAMED USER will be deleted from RAPID if so requested in writing by NAMED USER.

9.4 The rights, obligations, responsibilities, limitations, indemnification, and other understandings with respect to the disclosure and use of information in RAPID shall survive any termination of this Agreement. This applies to NAMED USER'S information, and to other Parties' disclosure and use of NAMED USER's information.

10.0 Written Notifications

10.1 All written notifications and Amendments shall be sent to the following:

For City of Portland:	For NAMED USER:
Brent Bates, RAPID Program Coordinator	Terry Moss, Chief
City of Portland - Portland Police Bureau	St. Helens Police Department
4735 E Burnside St	150 S. 13 th Street

Portland, OR 97214	St. Helens, OR 97051
Brent.Bates@portlandoregon.gov	terrym@ci.st-helens.or.us
Copy to:	Copy to:
Technology Contracts	
City of Portland - Procurement Services	
1120 SW Fifth Avenue, Room 750	
Portland OR 97204	

If either Party makes a change to the name or contact information in the table above, it shall provide written notice to the other Party within thirty (30) calendar days of such change.

11.0 Limitation of Liability

11.1 THE CITY SHALL HAVE NO LIABILITY WHATSOEVER TO NAMED USER OR TO ANY LAW ENFORCEMENT AGENCY OR OTHER ENTITY FOR DAMAGES RELATING TO THE SOFTWARE, ANY WEBSITE, DATA, OR HOSTING SERVICES, EVEN IF THE CITY HAS BEEN APPRISED IN ADVANCE OF THE POSSIBILITY OF DAMAGES. THE CITY SHALL NOT BE LIABLE TO NAMED USER OR ANY THIRD PARTY FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) NAMED USER’S OR ANY THIRD PARTY’S INABILITY TO ACCESS OR USE THE SOFTWARE, DATA, OR INTERNET-BASED SERVICES, OR ITS INABILITY OR FAILURE TO PERFORM RESEARCH, DATA ENTRY, OR OTHER WORK, OR TO PERFORM SUCH WORK PROPERLY OR COMPLETELY, OR ANY DECISION MADE OR ACTION TAKEN BY NAMED USER OR ANY THIRD PARTY IN RELIANCE UPON DATA OR THE SOFTWARE; (ii) LOSS OR MISUSE OF DATA OR DAMAGE TO DATA; (iii) THE AVAILABILITY OR RELIABILITY OF THE SOFTWARE, DATA, WEBSITE, OR INTERNET-BASED SERVICES; (iv) UNAUTHORIZED USE, ACCESS, OR DISCLOSURE OF THE SOFTWARE, DATA, WEBSITE, OR INTERNET-BASED SERVICES; (v) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERY OF DATA. ANY SOFTWARE OR HOSTING SERVICE PROVIDED BY THE CITY IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS, AND DELAYS.

12.0 General

12.1 **Assignment.** Neither Party shall assign, transfer, subcontract, or delegate all or any part of this Agreement, or any interest therein, without the other Party's prior written consent, except that the City may assign this Agreement to another law enforcement entity or organization upon thirty (30) calendar days’ written notice to NAMED USER if management of RAPID is transferred to another law enforcement entity or organization.

12.2 **Governing Law and Jurisdiction.** This Agreement shall be construed according to the laws of the State of Oregon without reference to its conflict of laws’ provisions. Any litigation between the City and User arising under this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

12.3 **Amendment.** No provision of this Agreement may be amended or modified unless such Amendment or modification is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. All changes that would permanently change any provisions of this Agreement shall be memorialized in the form of an Amendment. If the requirements for Amendment or modification of this Agreement as described in this section are not satisfied in full, then such Amendments or modifications automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

12.4 **Severability.** The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

12.5 **No Waiver.** The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

This Agreement, together with all Exhibits, Attachments and those documents which by their reference have been incorporated herein, constitutes the entire Agreement between the City and NAMED USER and supersedes all agreements, written and oral, between the Parties on this subject.

The Parties agree that they may execute this Agreement, and any Amendments to this Agreement, by electronic means, including the use of electronic signatures.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

CITY OF PORTLAND

**ST. HELENS POLICE DEPARTMENT
(NAMED USER)**

Chief Procurement Officer Date

Authorized Signature Date

Christine Moody
Printed Name
Approved as to Form

Terry Moss, Chief
Printed Name and Title
Address: 150 S. 13th Street
 St. Helens, OR 97051

Office of City Attorney Date

Phone: 503-397-3333 ext. 219

Email: terry@ci.st-helens.or.us

**EXHIBIT A
PRICE AND PAYMENT TERMS**

1.0 Rates for Software License and Maintenance and System Fees

The pricing rate for Law Enforcement Contributors, based on the agency population, is set forth in the table below.

Components of Contributor Annual Pricing Rate

Component	Years 1-5 Rate per 50,000 population ⁽⁴⁾
BWI Software License ⁽¹⁾	\$1,250.00/ 50,000 population
BWI Software License and Maintenance ⁽²⁾	\$1000.00/ 50,000 population
RAPID System Fee ⁽³⁾	\$250.00 / 50,000 population
TOTAL RATE	\$2,500.00 / 50,000 population⁽⁵⁾

NOTES:

1. The BWI Software License fee.
2. The annual Software Maintenance fee covers technical support, upgrades, and updates to the Software and website.
3. The RAPID System Fee covers the costs to the City of owning, operating, and maintaining the servers where RAPID is hosted, as well as Internet connection costs.
4. The population basis will be recalculated at five-year intervals from the date of the Original Agreement, with each renewal of the Agreement. Current population is obtained from the website: <http://www.pdx.edu/prc/population-reports-estimates> for 2015 as published in 2016.
5. The total annual cost for the BWI Software License, BWI Software Maintenance and RAPID System fees is calculated as: NAMED USER’s population/50,000*\$2,500.00 per year and includes an unlimited number of Dealers.

As stated in Section 7.3 of the Agreement, the City has the right to change the pricing rate upon sixty (60) calendar days’ written notice to NAMED USER.

2.0 Price

St. Helens Police Department (NAMED USER) is a **Law Enforcement Contributor** with a total jurisdictional population base of 13,095 as of the Effective Date of this Agreement. Amounts payable to the City for the current term are summarized in the table below:

Price and Payments

Population Figure	Yearly rate per 50,000 population	Annual Fee For Term of Agreement	Total for 5yr Period
13,095	\$2,500.00	\$654.00	\$3,270.00
NET Agreement Amount			\$3,270.00

3.0 Payment Terms

The City shall invoice NAMED USER at least thirty (30) calendar days in advance of the annual payment date. Payments are due within thirty (30) calendar days of the date of the invoice.

RAPID system fees will be payable to:

Portland Police Bureau
Fiscal Services Division - RAPID
1111 SW 2nd Ave, Room 1406
Portland, OR 97204

Failure to make timely payments shall be regarded as breach of this Agreement, and the City shall have the right to terminate the Agreement as set forth in Section 9 of the Agreement, Term and Termination.

The remainder of this page intentionally left blank.



City of St. Helens

P.O. Box 278, St. Helens, OR 97051
Phone: (503) 397-6272 Fax: (503) 397-4016
www.ci.st-helens.or.us

Title Sponsor Agreement *Stage at St. Helens Oregon Waterfront*

Date: September 7, 2016

Title Sponsor: Wauna Credit Union

Primary Contact: Mike Chapman, VP-Marketing, 503-728-6132,
mike.chapman@waunafcu.org

It is agreed between the City of St. Helens, Oregon (City) and Wauna Credit Union (Sponsor) as follows:

1. **City Agrees to Deliver to Sponsor:** In return for a total monetary sum of \$22,750 paid to the City by the Sponsor (payment detailed in #6-a of this Agreement), City agrees to deliver to the Sponsor at minimum the following rights, benefits, services, and privileges reserved exclusively for the sole Title Sponsor for the *Stage at St. Helens Oregon Waterfront*.
 - a. **Title Sponsor Package: 2016**
 - i. Title sponsor recognition during City sponsored Event in 2016 to announce plans for new development of the new *Stage at St. Helens Oregon Waterfront*
 - ii. Prominent Title Sponsor sign(s) and promotional recognition when temporary Tent Stage is used (*prior to launch of the permanent Stage at St. Helens Oregon Waterfront*)
 - iii. City agrees to the Sponsor 'Brand' language detailed in item #6-d of this Agreement
 - b. **Title Sponsor Package: 2017- July 31, 2019**
 - i. Stage will be referred to as *Wauna Credit Union Stage at St. Helens Oregon Waterfront* during the period detailed in Terms of Agreement in this document
 - ii. Exclusive rights to Stage-attached advertising/message panels during all City-/Foundation-/Tourism-sponsored events
 - iii. Title Sponsor recognition during a scheduled Gala Event in 2017 to open the new Stage
 - iv. Sponsor name (i.e. Stage) will be included in cross-media announcements associated with all City-/Foundation-/Tourism-promotional advertising, notifications, announcements, etc. when promoting events at the Stage, including but not limited to:
 1. Newsprint, Radio, Direct Mail, Television, Outdoor, Transit, etc.
 2. Digital, including Social Media, E-mail, Internet, Mobile, etc.

3. City inter-office/-community communication channels promoting events
- v. Booth space will be provided to Sponsor during all City-/Foundation-/Tourism-sponsored events
- vi. City will invite Sponsor to participate in important civic meetings, committees, etc. which pertain to discussions associated with the *Wauna Credit Union Stage at St. Helens Oregon Waterfront*, the venue property, or other related activities.
- vii. Scheduled events included in this Agreement include, but are not limited to:
 1. 13 Nights on the River
 2. Independence Day and other Holiday celebrations
 3. Community Races
 4. Patriotic Events
 5. Music Concerts
 6. Comedy Events
 7. Various type of Rallies
 8. Outdoor Movies
 9. Fundraisers
 10. Community/neighborhood activities
 11. Multiple events during the prime season (March-October)
 12. Children events, including concerts, entertainment, educational
- viii. Sponsor is eligible to schedule up to two events at the Stage per calendar year [must be scheduled for date(s) which do not conflict with regularly scheduled events].

2. Assessment of Agreement: City and Sponsor agree to meet semi-annually during each year of the Agreement to review the mutual fulfilment of the terms of the Agreement, and to discuss opportunities to enhance the overall experience for the community as well as the partnership between the City and the Sponsor. Additional conditions of this Agreement include:

- a. City will take every precaution during the term of this Agreement to restrict the scheduling of events at the Stage which could directly or indirectly harm the Wauna Credit Union brand and/or reputation. City will be responsible to take appropriate measures (remove/cover Sponsor name/signage, etc.) to eliminate any reference to the Sponsor when scheduling and/or promoting events, activities, or other occurrences which could be considered as vulgar, insensitive, racial, exploitative, political, or any other topic which would be considered controversial by the public at large
- b. If such an event or activity is to be scheduled, City will provide Sponsor at minimum 30 days advance notice of such event.
- c. Both City and Sponsor value the partnership and the spirit of community established by this Agreement. Disparaging remarks or actions by either made directly or indirectly toward the other, or toward Event co-sponsors, vendors, entertainment, etc., in any form including print, digital, oral, etc., may result in immediate termination of this Agreement.

3. Term of Agreement: The term of this Agreement shall be for the 41 (forty-one) month period commencing August 1, 2016 and ending December 31, 2019. This Agreement does not include an auto-renew option; however, this Agreement does include a good-faith *Sponsor Right of First Refusal* option. A new, written Agreement between City and Sponsor must be signed and dated by both parties on or before September 30, 2019. Sponsor forfeits *Right of First Refusal* if a new Agreement is not agreed upon by the stipulated date.

4. Acceptance: This Agreement shall become binding only after it has been signed and dated by designated representative of the City and the Sponsor. Once accepted, a signed

copy will be mailed by City to Sponsor within 15 business days of the date of the Agreement.

5. **Non Fulfillment:** This Agreement is executed in good faith; however Sponsor and City may cancel this Agreement for convenience and with cause with 180 days advance notice to the other party. Such cancellation shall be without penalty to Sponsor or City. In addition, if, for any reason, either party does not perform to the written or perceived terms of this Agreement, either party will provide the other party with a written notice of specific deficiency and a reasonable period of not less than 30 consecutive days to correct the deficiency. If the deficiency (ies) detailed in the written notice are not then corrected to the other party's satisfaction, such party may cancel this Agreement without penalty.
6. **Sponsor Agrees to Deliver to City:** Sponsor recognizes the importance and value of its partnership with City, and to the residents, businesses, and tourists who will benefit from this Agreement. During the term of the Agreement, Sponsor will provide to City at minimum the following rights, benefits, services, and privileges:
 - a. **Payment:** Sponsor agrees to pay City a total sum of **\$22,750** according to the mutually agreed payment plan:
 - i. \$7,750 to be paid to City on or before September 30, 2016
 - ii. \$7,500 to be paid to City happening or before July 31, 2017
 - iii. \$7,500 to be paid to City on or before July 31, 2018
 - b. **Promotion:** Sponsor agrees to use its promotional and advertising resources to help promote scheduled events at the new Stage
 - i. Potential on-site display of scheduled entertainment props to help increase awareness and enthusiasm for events, including vehicles, displays, signage, etc.
 - ii. Potential for on-site Event Ticket Sales for scheduled events
 - c. **Other Support:** Defined as mutually agreed upon opportunities to generate excitement and enthusiasm for scheduled events
7. **Right to use Wauna Credit Union Name/Brand/Likeness/Etc.:**
 - a. Sponsor provides City with the right to use its name/brand/likeness/etc. in all advertising, including print, digital, oral, etc., according to the Wauna Credit Union Brand Guidelines (detailed below)
 - i. City will refer to WCU as *Wauna Credit Union* (or, Wauna CU, when applicable, such as in print)
 - ii. City will refrain from referring to WCU as simply "Wauna"
 - iii. City will use only approved brand logos provided by WCU; City will refrain from changing the integrity of the WCU logo
 - iv. When practical, City will use the following:
 1. Brand Font: Verdana
 2. Brand Color: PMS 208; PMS 209 acceptable
 - v. City may determine which logo format to use depending upon layout:
 1. Color Logo
 - a. Horizontal
 - b. Vertical (stacked)
 2. Black & White Logo
 - a. Horizontal
 - b. Vertical (stacked)
8. **Copyright or Trademark Infringement By City:** City does hereby agree to indemnify and hold harmless Sponsor and its directors, officers, agents, employees, assigns, and successors in interest, against any and all losses, claims, damages, expenses (including attorney's fees and costs), and liabilities sustained or incurred by reason of any trademark or copyright violation arising from City providing aforementioned deliverables.

9. **Indemnification: Indemnification By Either Party:** In the event, and to the extent, any negligent act or act or omission or willful misconduct of City (“Indemnitor”) in connection with this Agreement causes:
- a. damage to or destruction of tangible property of any person or entity,
 - b. death or injury to any person,
 - c. a violation of any applicable law, and/or
 - d. any security breach, or unauthorized use of Sponsor Information by City, then Indemnitor shall indemnify, defend and hold the other party (“Indemnity”) harmless from and against any and all losses, claims, damages, liabilities, expenses and disbursements (and any and all actions, suits proceedings and investigations in respect thereof and any and all legal and other costs, expenses and otherwise), including without limitation the costs, expenses and disbursements (including reasonable attorney’s fees and costs).
10. **Limitation of Liability:** The liability of Sponsor for any breach of this Agreement or for any damages for failure to perform hereunder is limited to the total monetary agreement between the City and the Title Sponsor, paid by Sponsor under this Agreement.
11. **Assignment:** Neither party hereto shall assign all or any part of this Agreement without the other party’s prior written consent (which consent shall not be unreasonably withheld).
12. **Entire Agreement:** This document contains the entire Agreement between the parties relating to the subject business and correctly sets forth the rights, duties and obligations of the parties. Any other oral, written or implied representation or modification concerning this Agreement shall be unenforceable.

By: City of St. Helens

By: Wauna Credit Union

Authorized Signature

Date

Authorized Signature

Date



Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: September 7, 2016

Finance Division Report attached.

Business License Reports attached.

COUNCIL MEETING – 09/07/2016

TO: CITY COUNCIL
FROM: MATT BROWN
SUBJECT: FINANCE DEPARTMENT REPORT
DATE: SEPTEMBER 7, 2016

Greetings Council,

RFP – IT SERVICES (update)

The RFP for IT Services are due September 1st. Once I receive all of the RFPs, a small group of employees will review all the RFPs for individual rating. I will add all the ratings together and have a final meeting with these staff members to discuss the results and anything else that is necessary. The next step, assuming there is a clear winner or top 2-3, interviews and presentations will be scheduled for those moving forward.

On the IT RFP Committee: Myself, Kathy Payne, Terry Moss, Sue Nelson, and Mike Nolop (IT Manager – City of Tigard)
On the Interview Panel: Myself and TBD

ADMIN RULES: Utility Billing

Notifications of the new rules will go out in the City newsletter as well as a 1-page summary will be included in the billings that go out in October to help notify customers of all the changes made. Printouts and summaries are also available at the Utility Billing customer windows for people to take and review as well. Our staff have been pro-active in letting people know of all the changes. Specific letters went out to Shut-Off customers on the past 2 billings to specifically notify them of the upcoming changes effective October 1st.


AUDIT SCHEDULED

The audit is officially scheduled for the first week of November. Audit staff should be on premises during that week. I am having the audit staff do a small amount of additional work than originally scheduled, specifically looking at all of the City's liability accounts for review as I look at some "cleaning" up of old accounts with balances from previous years. I anticipate a new fund structure to be in place for the upcoming budget cycle and 2017/18 Fiscal Year that should be easier for staff and citizens to understand and follow for the future.

BUSINESS LICENSE REPORT

City Department Approval: August 15, 2016

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

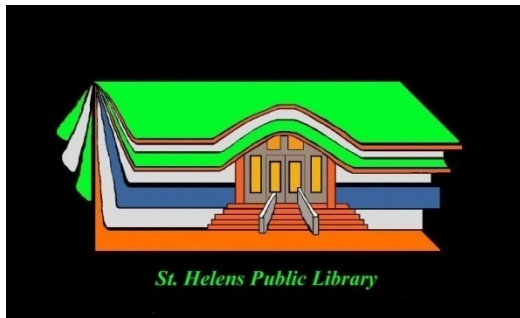
Signature: 
Date: 8/18/16

NON-RESIDENT BUSINESS - 2016

- | | | |
|--------------------------|-------------------------------|--------------|
| <input type="checkbox"/> | Columbia County Tree Care LLC | Tree Service |
| <input type="checkbox"/> | Crouchley Plumbing Co. Inc. | Plumbing |

MISCELLANEOUS - 2016

- | | | |
|--------------------------|-------------------------------------|--------------------------------|
| <input type="checkbox"/> | Gea Belle Barker, LMT | Change of Business Location |
| <input type="checkbox"/> | Anwar Travel Services LLC | Change of Mailing Address |
| <input type="checkbox"/> | Virk Invest., Inc. dba Best Western | Change of Ownership |
| <input type="checkbox"/> | Vanport Mechanical & Fire | Fire Protection Systems, 7-Day |



August 30, 2016

From: Margaret Jeffries, Library Director

To: The Mayor and Members of the City Council

Subject: Library Department Report

**Once Upon a Time in Oregon - Rebecca Hom: Writer's Workshop & Storytelling
Presentation, Tuesday, September 13th, Auditorium**

Hom is a Washington resident who enjoys hearing and gathering life stories, many of which she collects on her extensive travels. A seasoned performance storyteller, Hom has lived in six Western states, traveled through each state west of the Mississippi River and visited six continents. She blends stories from many genres, including Greek mythology, personal stories, folktales and legends, to create a telling that is unique to each of her performances.

- Writer's Workshop: 5:30–6:30 p.m. Aspiring writers are encouraged to join Hom for a writer's workshop that will cover finding a story through experience and crafting that tale into a presentation. With her background in oral storytelling, Hom will focus on voice in dialogue, the viewpoint of "the other," and engaging the reading or listening audience.

- Storytelling Presentation: 7:30 p.m. Following the writer's workshop, Hom will give a presentation called "Once Upon a Time in Oregon." She will tell the story of two Oregon pioneers, Ing Hay and Lung On, influential residents of Grant County, Oregon, in the 19th and 20th centuries. Hay and On's civic and civil commitments to residents of the area helped calm troubled times in the 1800s. Their legacy may even have influenced events of February 2010 when representatives of a white nationalist group arrived in John Day seeking locations for new national headquarters in Grant County to which residents stood opposed. This performance weaves together Hom's personal experience in John Day in June 2010 while on a four-state heritage tour with general historical background of the Chinese experience, and an overview of the Kam Wah Chung Mercantile, owned by Hay and On in the 1800s.

Teen Babysitting Training

Wednesday, September 14, 4–6:30 p.m., Library

Training and certification in the use of First Aid & CPR, completion of the Babysitter Lessons And Safety Training (BLAST) software, and a crash course in the early literacy ideas you'll need to best care for children. Please call 503-397-4544 to register for this program. There are 12 spots available. Ages 12-18.

Re-imagining Historic Chinese Mining Landscapes

Thursday, September 22, 7–8pm, Auditorium

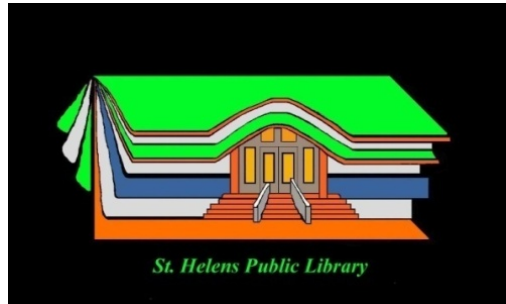
Join Don Hann for a lecture about the Chinese experience in Oregon. Chinese miners adapted a range of techniques to recover gold from various settings, and those techniques left distinctive footprints on the landscape. With remote sensing, we are beginning to see how the Chinese prospered decades after other miners left the gold fields.

Hann has studied mining sites from the upper John Day valley, in northeast Oregon near Baker City, Sumpter, and Granite, and in southwest Oregon around Jacksonville and Medford. Hann has been an Archaeologist on the Malheur National Forest from 1992 to the present and is a board member of the Grant County Historical Museum.

This event is hosted by St. Helens Public Library as part of the Oregon Historical Society's 2016 Chinese Oregon Speaker Series. For more information about the series and for a list of upcoming programs statewide, visit www.ohs.org.

Calendar:

- 9/8 Lego Club, 330-430pm, Hallway
- 9/12-9/14 Weekly Story Times for Babies, Toddlers and Preschoolers Resume
- 9/13 Once Upon a Time in Oregon with Rebecca Hom
 -Writers' Workshop, 530-630pm, Auditorium
 -Storytelling Presentation, 730pm, Auditorium
- 9/14 Teen Babysitting Training, 4-6:30pm – Call to register
- 9/20 Library Board Meeting, 7:15pm, Auditorium
- 9/22 Lego Club, 330-430pm, Hallway
- 9/28 Friends of the St. Helens Public Library, 530pm, Armstrong Room



Request for Council Action

August 31, 2016

To: The Mayor and Members of the City Council

From: Margaret Jeffries, Library Director

Subject: Request to Close Library on Two Dates

Background:

As a part of the Library's strategic planning process, we are planning to host a community stakeholder meeting on Saturday, November 5th. We will ask participants to help define a vision for the community that the library serves so that we can determine how to best support the community with our materials, services, technology, programs and facilities.

The Library is ordinarily open on Saturdays from 10am until 2pm.

A morning closure in October is also anticipated to conduct a focus group with the staff. A date for this has not yet been determined. We hope to have this on a Wednesday when a focus group at the school district is also being held after an early release for students.

Recommendation:

The Library Director requests permission to close the Library on Saturday, November 5th to hold a community stakeholder meeting.

We also request a morning closure in October to hold a focus group with the entire Library staff.