



City of St. Helens
COUNCIL WORK SESSION AGENDA
Wednesday, January 4, 2017, 1:00 p.m.
 City Council Chambers, 265 Strand Street, St. Helens

City Council Members

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

Welcome!

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

- | | | |
|-----|---|-----------|
| 1. | Oaths of Office: Mayor and Council Positions 2 and 4 | 1:00 p.m. |
| 2. | Oaths of Office: Joe Hogue as Lieutenant and Matt Molden as Sergeant | 1:05 p.m. |
| 3. | Introduction of new K-9 Officer Ryder | 1:10 p.m. |
| 4. | Visitor Comments | 1:15 p.m. |
| 5. | Discuss Council Appointments - <i>Mayor Scholl</i> | 1:20 p.m. |
| 6. | Update on Sewer Rates for McNulty PUD Customers - <i>Matt</i> | 1:25 p.m. |
| 7. | Discuss Proposal for 2017 Fireworks Display - <i>John</i> | 1:35 p.m. |
| 8. | Department Reports | 1:50 p.m. |
| 9. | Council Reports | 2:10 p.m. |
| 10. | Executive Session: ORS 192.660(2)(e) Real Property Transactions | 2:30 p.m. |
| 11. | Other Business | |
| 12. | Next Work Session Items | |
| 13. | Upcoming Dates to Remember: | |
| | <ul style="list-style-type: none"> • January 2, New Year's Day Observed, All City Offices Closed • January 4, 1:00 p.m., Council Work Session, Council Chambers • January 4, 7:00 p.m., Council Regular Session, Council Chambers • January 10, 7:00 p.m., Planning Commission, Council Chambers • January 10, 7:15 p.m., Library Board, Columbia Center Auditorium • January 16, Martin Luther King Jr. Day, All City Offices Closed | |
| 14. | Future Public Hearing(s)/Forum(s): | |
| | <ul style="list-style-type: none"> • March 15, 6:30 p.m., Comprehensive Plan Map Amendment/Zone Change | |

Happy New Year!

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

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

COUNCIL MEETING – 01/04/17

TO: CITY COUNCIL
FROM: MATT BROWN
SUBJECT: MCNULTY PUD / CITY SEWER ACCOUNTS
DATED REPORT: JANUARY 4, 2017

Greetings Council,

A couple months back, I informed you of 2 more “Easter Eggs” staff and myself found when we began the new McNulty PUD user billings. I have received usage information and followed the same process of informing the 2 locations of the potential changes and invitation to the afternoon’s work session as well as the evening meeting to make any comments.

The chart on the next page shows the 2 properties and the same calculation used in the prior McNulty billings along with any notes regarding the account changes.

In the agenda is a resolution with these 2 additional properties listed along with the past properties. All of these rates will be effective through Feb of next (2018) year when I will review the rates again with updated usage information from McNulty PUD. The McNulty rates will adjust similarly to other rates that see rate changes when they go into effect.

I’m happy to answer any questions.

Thank you,

Matt Brown
Finance Director
City of St. Helens

Address: 35285 Millard Road		NOTES:
Current Bill:	\$ - - Current Sewage Fixed	Customer is Columbia Soil & Water Conservation District. Customer was supposed to forward a copy of final inspection for the City to know when to setup their sewer account. The City never received the final inspection and no account was ever setup. This was back in June 2011. I am not seeking past payments, just payments moving forward. Staff is recommending a LOW volume rate for this customer based on its current usage.
	\$ - Current Monthly Bill Amt	
McNulty Usage:	5,142 - Per Year CF	
	429 - Per Month CF	
	4.29 - City's Volume Calc (CCF) (CF/100)	
	6.5764 - Current LOW Volume Rate (outside)	
	28.18 - City's Volume Sewage Bill	
Fixed >	\$ 19.09	
Usage >	\$ 28.18	
	\$ 47.27 -New Bill Amount Would Be	

Address: 34950 Pittsburg Road		NOTES:
Current Bill:	\$ 95.08 - Current Sewage Fixed	Residential customer with McNulty Water and St. Helens Sewer service.
	\$ 95.08 Current Monthly Bill Amt	
McNulty Usage:	11,354 - Per Year CF	
	946 - Per Month CF	
	9.46 - City's Volume Calc (CCF) (CF/100)	
	6.5764 - Current LOW Volume Rate (outside)	
	62.22 - City's Volume Sewage Bill	
Fixed >	\$ 19.09	
Usage >	\$ 62.22	
	\$ 81.31 -New Bill Amount Would Be	

City of St. Helens
RESOLUTION NO. 1773

**A RESOLUTION TO ESTABLISH A FIXED SEWER UTILITY RATE FOR
OUTSIDE CITY LIMITS CUSTOMERS ON MCNULTY PUD WATER**

WHEREAS, pursuant to St. Helens Municipal Code Title 13, Water, Sewer, and Storm Drainage Utility rates and charges are to be established by resolution; and

WHEREAS, on January 4, 2017, a public comment opportunity was held by the City Council to provide information about the proposed schedule for utility rate increases; and

WHEREAS, the Council deliberated on January 4, 2017.

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

Section 1. The sewer utility rates and charges set forth in Exhibit 1 attached hereto and made a part thereof by this reference, are hereby adopted.

Section 2. This Resolution implements increases effect for the first full billing cycle on Feb 1, 2017.

Approved and adopted by the City Council on January 4, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
McNulty PUD Water Users – Sewage Charges by City of St. Helens

The City of St. Helens is establishing Sewage and Storm rates for customers that have locations outside of city Limits, thus receiving water from McNulty PUD Water. Volume rates are based on each 100 cubic feet (ccf) of water averaged over a calendar’s previous year.

Estimated Schedule of Utility Rates:

McNulty Usage Report on Volume from January – December 2016 will determine Sewage/Storm rates to be adopted in February 2017

McNulty Usage Report on Volume from January – December 2017 will determine Sewage/Storm rates to be adopted in February 2018

The following table lists rates for customers outside the City of St. Helens receiving water from McNulty PUD. The City of St. Helens Finance Director will report each February to the City Council any changes with a resolution for new fees based on prior year usage.

LOCATION OF CUSTOMER	CITY SEWAGE RATE
35369 Millard Road	\$97.63
58581 Columbia River Highway	\$55.75
58606 Kavanagh Avenue	\$38.42
58563 Columbia River Highway	\$25.54
35531 Firway Lane	\$63.00
35031 Millard Road	\$34.04
58209 Columbia River Highway	\$2,178.08
35285 Millard Road	\$47.27
34950 Pittsburg Road	\$81.31



October 25, 2016

Ms. Tina Curry
2316 NE Minnehaha Street
Vancouver, WA 98665

Dear Tina,

Thank you for allowing Western Display Fireworks the opportunity to be a part of your upcoming celebration. We are pleased to present our proposal for the 2017 St Helens 4th of July fireworks display.

Please review the enclosed program and call us if you have any questions or if we can be of further assistance at this time. If the show is approved as written, please sign the enclosed Display Agreement and Purchase Order and return to Western by December 2nd via fax, e-mail or in the envelope provided. This will allow us to then proceed with all other arrangements for your show.

We have also included a Multi-Year Contract Addendum. This is an optional discount program that we offer to specially selected customers. In 2014, SHEDCO signed this addendum and we have honored that for the 2015 and 2016 displays for the St. Helens community. This addendum does not obligate you to do a display or to a particular budget, but does give Western the first right of refusal if you conduct a fireworks display in the next three years, in exchange for these discounts. Please also sign this contract and return it in addition to the 2017 display contract.

We appreciate your business and look forward to providing another spectacular fireworks display for your event.

Sincerely,

A handwritten signature in black ink that reads "Heather Gobet". The signature is fluid and cursive, with the first letters of "Heather" and "Gobet" being capitalized and prominent.

Heather Gobet
President



FIREWORKS DISPLAY PROPOSAL PRESENTED BY

WESTERN DISPLAY FIREWORKS LTD



City of St. Helens
St. Helens 4th of July
July 4, 2017



p.o. box 932 • canby oregon • 97013
office 503.656.1999 • fax 503.656.6628
info@westerndisplay.com



Fireworks Display Proposal Summary

City of St Helens

St Helens 4th of July

July 4, 2017

Your display proposal includes the following services to be provided by Western Display Fireworks, Ltd:

- Provide display liability insurance with sponsors and property owners listed as additional insured
 - \$5,000,000 (per occurrence) general liability
- Process and pay for a General Fireworks Display Permit issued by the Oregon State Fire Marshal's office and approved by local police and fire authorities
- Prepare and submit the United States Coast Guard Application for Marine Event Permit
- Provide transportation by a properly licensed vehicle and a CDL hazmat driver for all equipment and pyrotechnics to and from the display site
- Provide \$5,000,000 commercial auto insurance to cover transportation
- Supply all necessary labor to conduct the display including a state certified pyrotechnician, assistant and crew covered under worker's compensation insurance
- Supply all pyrotechnics as listed on the attached detailed proposal
 - Complimentary product has been included in your display for signing the enclosed renewal Multi-Year Contract Addendum. These items include (7) spectacular 24-100 count multi-shot boxes.
- Provide all necessary mortars and firing equipment required to pre-load and fire the display



WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

St Helens, City of
PO Box 278
265 Strand St
St Helens, OR 97051

Event Date: 7/4/2017
Proposal #: 17-5424
Show Name: St.Helens 4th of July

Quantity	Description
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- | | |
|----|--|
| 1 | SHOW OPENER |
| 1 | 3" (24 Shot) Fanned Pixie Dust Willow Bombard; Red, Green, Blue & Yellow
Crossette Mines & Bombards |
| 5 | 4" Pixie Dust Willow w/Stained Glass + Crackling Pistil (Long Duration) |
| 1 | MAIN SHOW |
| 1 | THREE INCH SHELLS |
| 10 | 3" Titanium Salute |
| 2 | 3" Lemon Peony w/Crackling Palm & Tail |
| 2 | 3" Crackling Palm Tree w/Tail |
| 2 | 3" Twinkling Kamuro Crown w/Gold Tail |
| 2 | 3" Twinkling Kamuro Crown & Blue w/Gold Tail |
| 2 | 3" Twinkling Kamuro Crown & Red w/Silver Tail |
| 2 | 3" Variegated Peony w/Glitter Palm & Tail |
| 2 | 3" White Strobe & Turquoise |
| 2 | 3" Purple Glitter w/Palm Core |
| 2 | 3" Dragon Egg |
| 2 | 3" Multi Color - Silver Peony |
| 1 | 3" (72) Sunny Assortment Package V25 |
| | 3" Red Peony w/ Red Tail (3ea) |
| | 3" Blue Peony (3ea) |
| | 3" Red to Blue Peony (3ea) |
| | 3" Purple Peony w/ Tail (3ea) |
| | 3" Purple Ring (3ea) |
| | 3" Blue to Orange Peony (3ea) |
| | 3" Green Glitter w/ Tail (3ea) |
| | 3" Glitter Coconut (3ea) |
| | 3" Red Coconut w/ Tail (3ea) |
| | 3" Blue Coconut (3ea) |
| | 3" Green Palm Tree (3ea) |
| | 3" Red to Crackling (3ea) |
| | 3" White Crackling (3ea) |
| | 3" Green Crackling Flower (3ea) |
| | 3" Red Chrysanthemum (3ea) |
| | 3" White Chrysanthemum (3ea) |
| | 3" Gold chrysanthemum w/ Tail (3ea) |
| | 3" Purple Chrysanthemum (3ea) |
| | 3" Silver Wave to Blue Chrysanthemum (3ea) |
| | 3" Red Willow (3ea) |
| | 3" Purple Coconut (3ea) |
| | 3" Red to Crackling Willow w/Tail (3ea) |
| | 3" Pink Dahlia (3ea) |
| | 3" Silver Strobe Willow (3ea) |
| 1 | 3" (72) Sunny Assortment Package B 2016 |
| | 3" Orange Glitter Peony w/ Tail (6ea) |
| | 3" Blue to Fuchsia Peony w/ Tail (6ea) |
| | 3" Purple Crackling Dahlia w/ Tail (6ea) |
| | 3" Red To Crackling (6ea) |
| | 3" Yellow Peony w/ Green Palm w/ Tail (6ea) |
| | 3" Variegated Color w/ Silver Tail (6ea) |
| | 3" Red Glitter Tail Peony w/ Tail (6ea) |
| | 3" Brocade Kamuro (6ea) |
| | 3" Lemon to Red Glitter w/ Green Tail (6ea) |
| | 3" White Glitter & Blue w/ Tail (6ea) |
| | 3" Orange to Popping Flower w/ Tail (6ea) |
| | 3" Green Glitter to Popping Flower w/ Red Tail (6ea) |

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 17-5424

Quantity Description

- 1 FOUR INCH SHELLS
- 2 4" Hummers
- 2 4" Multi Color to Brocade (Long Duration)
- 2 4" Brocade w/ Orange Pistil (Long Duration)
- 2 4" Pixie Dust Willow w/Blue Pistil (Long Duration)
- 2 4" Butterfly White Glitter to Green + 2 Red Stars
- 2 4" Sunflower: Yellow Cascade Ring w/ Green Pistil
- 2 4" Crackling Crossette
- 2 4" Half Yellow to Crackling Rain/Half Purple to Crackling Rain
- 2 4" Orange Peony-White Strobe w/Silver Tail
- 2 4" Pink & Glitter Palm Core
- 2 4" Red Chrysanthemum w/ Silver Palm w/ Tail
- 2 4" Silver Crackling Palm w/Crackling Tail
- 2 4" Gold Glitter Strobe Chrysanthemum w/White Strobe & Tail
- 2 4" Purple Weeping Willow w/White Scatter
- 2 4" Silver Strobe Willow & Red (Cylindrical)
- 2 4" Red Go Getters
- 2 4" Red Crossette
- 2 4" Cluster of Red Bees
- 2 4" Cluster of Silver Bees & Crackling
- 2 4" Tulip: Midnight Snow Ring / Purple Pistil
- 2 4" Gold Strobe to Crackling Flower
- 2 4" Pixie Dust Willow w/Red Pistil (Long Duration)
- 2 4" Multi Color to Crackling Rain Double Ring
- 2 4" Silver Go Getters
- 2 4" Gold Crown Willow
- 2 4" Diamond Screamer & Silver Crossette
- 2 4" (36) Sunny Meteor Assortment Package
 - 4" Red & Green Peony w/Silver Tail (2ea)
 - 4" Half Red & Half Blue Chrysanthemum (2ea)
 - 4" Red to Blue Peony w/Strobe Pistil (2ea)
 - 4" Christmas Dahlia (assorted dahlia) w/Silver Tail (2ea)
 - 4" Lemon & Purple Dahlia (2ea)
 - 4" Glitter Coconut (2ea)
 - 4" Red & Blue Peony to White Strobe w/Tail (2ea)
 - 4" Red & Spangle (2ea)
 - 4" Red & Green Dahlia Ring w/Tail (2ea)
 - 4" Variegated Color w/Tail (2ea)
 - 4" Crackling Willow Flower w/Strobe Pistil (2ea)
 - 4" Green & Purple & Gold Strobe (2ea)
 - 4" Silver Brocade w/Green Strobe Pistil w/Tail (2ea)
 - 4" Super Gold Brocade to Red w/Tail (2ea)
 - 4" White Strobe Flitter & Blue w/Tail (2ea)
 - 4" Green Strobe Glitter & Blue w/Glitter Tail (2ea)
 - 4" Orange to Popping Flower w/Silver Tail (2ea)
 - 4" Charcoal Crackling Chrysanthemum & Red w/Tail (2ea)

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 17-5424

Quantity Description

- 1 4" (36) Sunny Assortment Package B 2016
 - 4" Variegated Peony w/Silver Tail (2ea)
 - 4" Blue to Silver Strobe (2ea)
 - 4" Purple Dahlia (2ea)
 - 4" Green & Purple Dahlia w/Tail (2ea)
 - 4" Red & Green Palm (2ea)
 - 4" Red Chrysanthemum w/Silver Palm w/Tail (2ea)
 - 4" Glitter Silver to Red Chrysanthemum (2ea)
 - 4" Silver Palm Ring w/Red & Green Tip (2ea)
 - 4" Red to Blue Peony w/Silver Palm Core w/Tail (2ea)
 - 4" Variegated Color w/Tail (2ea)
 - 4" Red Tip w/Crackling Tail w/Tail (2ea)
 - 4" Green Strobe Willow & Purple w/Tail (2ea)
 - 4" Purple Glitter to Silver Strobe w/Tail (2ea)
 - 4" Blue to Twinkling Kamuro w/Tail (2ea)
 - 4" Red Glitter w/Big Silver Palm w/Tail (2ea)
 - 4" Red & Blue & Spangle w/Tail (2ea)
 - 4" Purple to Popping Flower (2ea)
 - 4" Gold Strobe to Green w/ Silver tail (2ea)
- 1 4" (36) Sunny Assortment Package C 2016
 - 4" Sky Blue Peony w/ Tail (2ea)
 - 4" Red Glitter w/Tail (2ea)
 - 4" Red to Silver Strobe w/Silver Tail (2ea)
 - 4" Purple Saturn w/Glitter Silver to Red Circle (2ea)
 - 4" Christmas Dahlia (assorted dahlia) w/Silver Tail (2ea)
 - 4" Blue to Purple Palm w/ Red Tail (2ea)
 - 4" Golden Wave to Blue Chrysanthemum (2ea)
 - 4" Yellow Wave to Crackling Spider w/ Silver Tail (2ea)
 - 4" Orange Glitter Tail w/Tail (2ea)
 - 4" Variegated Color w/Tail (2ea)
 - 4" Red to Popping Flower (2ea)
 - 4" Green to Gold Strobe w/ Silver Tail (2ea)
 - 4" Yellow to Green Strobe w/Tail (2ea)
 - 4" Purple Tail Peony w/ Silver Tail (2ea)
 - 4" Purple Tail Peony w/ Silver Tail (2ea)
 - 4" Purple to Gold Brocade w/Tail (2ea)
 - 4" Green to Popping Flower (2ea)
 - 4" Silver to Popping Flower (2ea)

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 17-5424

Quantity Description

- 1 4" (36) Sunny Assortment Package V25
 - 4" Yellow Peony (2ea)
 - 4" Red to Blue Peony w/ Tail (2ea)
 - 4" Blue to Silver Peony (2ea)
 - 4" Purple Dahlia (2ea)
 - 4" Lemon Dahlia (2ea)
 - 4" Orange Dahlia w/Silver Tail (2ea)
 - 4" Red Coconut (2ea)
 - 4" Yellow Chrysanthemum (2ea)
 - 4" Blue Chrysanthemum (2ea)
 - 4" Green Chrysanthemum (2ea)
 - 4" Purple Chrysanthemum (2ea)
 - 4" Blue Willow (2ea)
 - 4" Orange to Green Bees (2ea)
 - 4" Red to Silver Bees (2ea)
 - 4" Purple Coconut (2ea)
 - 4" Gold to Silver Diamond (2ea)
 - 4" Orange Bee (2ea)
 - 4" Red Bee (2ea)
- 1 MID SHOW VOLLEY
- 1 2.5" (30 Shot) Fanned Fuchsia Magic Peony / Turquoise Peony / Silver Palm Tree w/Silver Tail
- 1 2.5" (30 Shot) Fanned Comet Tail / Twinkling Kamuro w/Mine
- 1 3" (24 Shot) Fanned Red Shiny / Purple Magic Peony / Green Strobe Willow w/Tourbillion Tail
- 1 3" (25 Shot) Fanned Assorted Bowtie..Assorted Colors of Red, Green, Purple, Yellow, Blue Ring + Gold Wave..Bowties w/ Twice Crackling Rain
- 1 2.5" (25 Shot) Long Golden Tail & Golden Rain Bombard (Long Duration)
- 1 2.5" (36 Shot) Blue w/Palm Core / Green w/Palm Core w/Silver Tails

WESTERN DISPLAY FIREWORKS LTD

SHOW SCRIPT

Proposal #: 17-5424

Quantity Description

- 1 3" (25 Shot) Fanned Polar Light: Twilight Glitter w/ Silver Tail, Silver Cascade w/ Silver Tail, Golden Rain Peony w/ Silver Tail, Multi-Color w/ Silver Tail
- 1 GRAND FINALE 1
- 1 2.5" (30 Shot) Fanned Red & Blue Magic Peony / Silver Palm Tree w/Tail
- 1 3" (25 Shot) Red Tip w/Silver Strobe Willow / Blue & Glitter Silver / Silver Coconut w/Red & Blue Tip w/Silver Tails
- 1 GRAND FINALE 2
- 2 3" (25 Shot) Red Crackling Flower / Crackling Coconut / Blue Crackling Flower w/Tourbillion Tail
- 1 2.5" (30 Shot) Fanned Red & Blue Magic Peony / Silver Palm Tree w/Tail
- 1 GRAND FINALE 3
- 2 3" (10) Titanium Salutes w/Glitter Tail
- 3 4" (5) Red & Blue & White Strobe Trail / Artillery Titanium w/Silver Tail
- 1 MISC SUPPLIES
- 6 20 Minute Fusee w/ Handle
- 30 Match Fuse for Packing - By the Foot
- 6 Earplugs
- 6 Safety Glasses
- 2 Foil - Small
- 2 1" x 60yd Masking Tape - Roll
- 1 Rubber Bands (Bag of 350)
- 1 THREE INCH SHELLS
- 1 FOUR INCH SHELLS

DISPLAY AGREEMENT AND PURCHASE ORDER

THIS AGREEMENT ("Agreement") is entered into on this ____ day of _____, 2016 by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of St. Helens, whose address is PO Box 278, St. Helens, OR 97051 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2017 at the vacant lot at the end of Cowlitz St, St. Helens, OR 97051, as detailed in Proposal #17-5424, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of TWELVE THOUSAND DOLLARS AND NO/100 (\$12,000.00) is to be paid as follows: 25% of the total price, \$3,000.00 is due by MAY 1, 2017; the remaining balance of the price, \$9,000.00, is due in full on or before July 14, 2017. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
 - a. To supply all shells and other pyrotechnics listed on the Proposal;
 - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
 - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
 - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
 - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
 - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement;
 - b. Sponsor to obtain City of St. Helens Special Use Permit (if necessary); and
 - c. Sponsor to provide 10 yards of sand to the display site.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.
6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all

claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of Western, its agents and employees. Sponsor agrees to indemnify, defend, and hold harmless Western, its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.

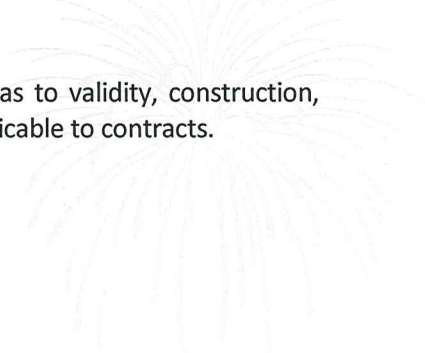
7. Compliance with Laws.

- a. Sponsor Responsibilities: In accordance with NFPA 1123 Outdoor Display of Fireworks 2010 Edition (National Fire Protection Association) 4-1.1.1, Sponsor has consulted with the Authority Having Jurisdiction to determine the level of fire protection required to provide adequate fire protection for the Display and Western agrees that such consultation was accomplished and the level of fire protection is adequate for the size of show this Agreement outlines. It is further agreed that in accordance with NFPA 1123 4-1.2, Sponsor shall provide an adequate number of monitors whose sole duty shall be the enforcement of crowd control located around the Display area during the Display and until the discharge site has been inspected by Western's pyrotechnic operator after the Display.
- b. Western's Responsibilities: Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.

8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement but prior to departure from Western's facility, Sponsor agrees to pay 25% of the total price (\$3,000.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor after departure from Western's facility, Sponsor agrees to pay 50% of the total price (\$6,000.00). If the Display is cancelled by the Sponsor after the physical show setup is complete, Sponsor agrees to pay 100% of the total price (\$12,000.00). If the Sponsor elects to reschedule the Display for an alternate mutually agreeable date, Western agrees to facilitate this rescheduling and Sponsor agrees to reimburse Western for new permit and other additional costs associated with this change.
9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.
15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.



- 17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
- 18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
- 19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before December 2, 2016.

Sponsor

Western Display Fireworks, Ltd.

 By: _____
 Its: _____
 Date: _____

 By: Heather J. Gobet
 Its: President
 Date: _____



Multi-Year Contract Addendum

THIS AGREEMENT is made between WESTERN DISPLAY FIREWORKS, LTD here and after referred to as WESTERN and CITY OF ST. HELENS here and after referred to as the SPONSOR.

The execution of this contract demonstrates the Sponsor’s commitment to purchase fireworks from Western in the years 2017 through 2019, and qualifies the Sponsor for complimentary product. An annual contract and proposal will be issued by Western for each display to reflect Sponsor’s actual budget and total product costs for said Display.

Based on your 2017 budget of \$12,000.00 you will receive no less than Seven (7) 24-100 count spectacular multi-shot boxes at no additional cost.

In the event your budget increases or decreases in 2018 or 2019, the value for the complimentary items will adjust accordingly. The exact amount of product offered will depend upon the value of your show and product costs each year.

In the event that Sponsor elects to terminate this Agreement or to purchase a fireworks display provided by an entity other than Western during the years covered by this Agreement, Sponsor agrees to pay Western an amount equal to the complimentary product provided to the Sponsor during the term of this Agreement. Said payment shall be due within thirty (30) days of receipt of an invoice from Western.

Sponsor agrees to negotiate in good faith with Western regarding all fireworks presentations in the years 2017 through 2019. In addition, Sponsor grants Western a First Right of Refusal for the Sponsor presented firework display events in the years 2017 through 2019.

THIS AGREEMENT shall bind the parties hereto and also their respective successors in interest, personal representatives and assigns. The person signing below certifies that they are duly authorized to enter into this agreement on behalf of SPONSOR.

Sponsor Representative (print)

Western Display Fireworks, Ltd.
Heather Gobet, President

Sponsor Representative Signature

Date _____

For _____
(Organization)

Date _____





Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: January 4, 2017

Planning Division Report attached.

Business License Reports attached.

Suggestion Box Report attached.

CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



To: City Council
From: Jacob A. Graichen, AICP, City Planner

Date: 12.28.2016

This report does not indicate all *current planning* activities over the past report period. These are tasks, processing and administration of the Development Code which are a weekly if not daily responsibility. The Planning Commission agenda, available on the City's website, is a good indicator of *current planning* activities. The number of building permits issued is another good indicator as many require Development Code review prior to Building Official review.

PLANNING ADMINISTRATION

Assistant Planner and I attended the annual Legal Issues for Planners workshop in Portland.

Conducted a pre-application meeting for a potential nursery at 1899 Old Portland Road.

Conducted a pre-application meeting for a potential storage site at a property just north of 1875 Old Portland Road.

Worked on preparing code amendments and related items as they relate to code amendments for the St. Helens Waterfront Framework Plan.

December and January are usually "slow" months where we can get ahead on projects because the day-to-day stuff is less demanding. This isn't the case this December. Others at City Hall feel the same.

DEVELOPMENT CODE ENFORCEMENT

Sent letter regarding unfulfilled conditions for a storage use at 516 Milton Way. Some potential movement on a land use issue.

Assisted with a fence complaint on the 100 block of N. 11th Street. Building Dept. taking lead.

PLANNING COMMISSION (& acting HISTORIC LANDMARKS COMMISSION)

December 13, 2016 meeting (outcome): The Commission denied a yard (setback) and lot coverage Variance request for 325 N. 4th. The Commission also discussed preliminary zoning changes related to the St. Helens Waterfront Framework Plan.

January 10, 2017 meeting (upcoming): The Commission will discuss preliminary zoning changes related to the St. Helens Waterfront Framework Plan, the plan itself and, if staff can draft a preliminary draft in time, related code text amendments.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Software updates; provided to other GIS users.

MAIN STREET PROGRAM

RARE program staff met with the Mainstreet/Community Coordinator and I as a routine part of the program.

A bit of dialogue this month from SHEDCO members about the role of the Mainstreet Coordinator. This involved reaching out to the RARE program itself.

ASSISTANT PLANNER—*In addition to routine tasks, the Assistant Planner has been working on:*

See attached.

Jacob Graichen

From: Jennifer Dimsho
Sent: Friday, December 16, 2016 1:55 PM
To: Jacob Graichen
Subject: December Planning Department Report

GRANTS

1. McCormick Picnic Shelter Grant (16k grant, 30k project) – Confirmed delivery of shelter for January. Received building permit approval
2. Travel Oregon Grant – Organized review of 7 received proposals with a 6-member selection committee. Consultant selected and notified all firms. Drafted contract for approval at Dec 21 Council. Branding & Wayfinding Master Plan work to begin ASAP
3. Reviewed, helped prepare, and submitted EPA Community-Wide Assessment (CWA) Grant Application (Deadline: Dec. 22) using the grants.gov system. Award potential is 300k for petroleum and hazardous substance assessment. Included 15-page application narrative, required attachments, and letters of support from over 10 local and state agencies
4. Researched Oregon Community Foundation's Community Grants Program (Deadline Jan 15. Awards from 5k-50k) for ACC Salmon Tree Cycle Project. Verified eligibility and began application preparation
5. Researched OPRD's Veterans War Memorials Grant Program for McCormick Park memorial expansion to include recent conflicts (Deadline: Feb 17)

EPA AWP

6. Helped prepare Framework Plan adoption materials

URBAN RENEWAL

7. Kept urban renewal webpage up-to-date with materials. Reviewed projects list, handout, boundary, etc.
8. Organized one-on-one meetings with affected taxing districts

MISC

9. Attended E-permitting information session for Building Department on Dec. 1
10. Attended OAPA Legal Issues in Portland on Dec. 2
11. Reviewed CAT's Housing Needs Analysis Committee materials (goals, minutes, existing conditions report, timeline)
12. Columbia County Year of Wellness (YoW) Debrief– Attended final YoW meeting on Dec 15. Group with merge with Columbia Health Coalition (CHC)
13. Updated various trackers and other Planning Department and Planning Commission files for 2017


Jenny Dimsho

Assistant Planner
City of St. Helens
(503) 366-8207
jdimsho@ci.st-helens.or.us

BUSINESS LICENSE REPORT

City Department Approval: December 5, 2016

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

Signature: 
Date: 12/2/16

RESIDENT BUSINESS – NEW 2016

- | | | |
|--------------------------|---|-------------------|
| <input type="checkbox"/> | Ellie Pope
231 S. 1 st Street | Secondhand Vendor |
| <input type="checkbox"/> | Storage Pal, LLC
1875 Old Portland Road | Outdoor Storage |

NON-RESIDENT BUSINESS - 2016

- | | | |
|--------------------------|--------------------------------|--------------------|
| <input type="checkbox"/> | Landmark Construction Services | General Contractor |
|--------------------------|--------------------------------|--------------------|

BUSINESS LICENSE REPORT

City Department Approval: December 19, 2016

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

Signature: [Signature]
Date: 12/16/16

RESIDENT BUSINESS – NEW 2016

- | | | |
|--------------------------|---|--|
| <input type="checkbox"/> | *Transportation Logistics
195 N 5 th Street | Transport Goods & Commodities |
| <input type="checkbox"/> | *V Genii, LLC (Consulting)
59041 Welches Court | Consulting |
| <input type="checkbox"/> | *V Genii, LLC (Firearms)
59041 Welches Court | Firearm Sales |
| <input type="checkbox"/> | Vintage Rose
343 S. Columbia River Hwy | Purchasing Gold & Silver, Retail Consignment |

NON-RESIDENT BUSINESS - 2016

- | | | |
|--------------------------|-----------------------------------|--------------------------|
| <input type="checkbox"/> | Blue Line Holdings Inc. dba Adair | Residential Home Builder |
| <input type="checkbox"/> | Cascade Plumbing Co. | Plumbing Contractor |

MISCELLANEOUS - 2016

- | | | |
|--------------------------|----------------------------------|-------------|
| <input type="checkbox"/> | Northwest Heating & Cooling Inc. | 7-Day, HVAC |
|--------------------------|----------------------------------|-------------|

Suggestion Boxes

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

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

Library

Date Received	Comment	Suggestion	Response Requested?	Name and Contact Information	Overall Customer Service Rating	Date to Council for Review	Staff Assigned	Staff Follow-up Actions	Date Closed
12/3/16	The ladies working went beyond what I could have asked for with information.	You guys are amazing! 😊	No	Krista Perron	Great	12/21/16	Margaret	N/A	12/13/16