

City of St. Helens COUNCIL WORK SESSION AGENDA Wednesday, January 18, 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 <u>only</u>. You are not required to give your address when speaking to the City Council. If you wish to address a specific item on the agenda, you should make your request known to the Mayor as soon as possible before the item comes up. The Council has the authority to grant or deny your request. Agenda times and order of items are estimated and are subject to change without notice.

1.	Visitor Comments	1:00 p.m.
2.	PROTEST HEARING: Notice of Nuisance Abatement – 364 N. 1st Street (Mullins)	1:05 p.m.
3.	Annual Report from City Auditor – Pauly, Rogers & Co., PC	1:20 p.m.
4.	SHEDCO's Report from their Tourism Meetings – Gretchen Williams	1:35 p.m.
5.	Affordable Housing Proposal – Carl Coffman	1:45 p.m.
6.	Review Request to Extend EZ Benefits for Cascades Tissue – Chuck Daughtry, CCET	2:05 p.m.
7.	2 nd Quarter Communications Report – <i>Crystal</i>	2:15 p.m.
8.	Discussion Regarding Use of RVs for Medical Hardships – <i>Jacob</i>	2:25 p.m.
9.	2 nd Quarter Financial Report for FY 2016-17 – <i>Matt</i>	2:40 p.m.
10.	Review 2017-18 Proposed Budget Calendar – <i>Matt</i>	2:55 p.m.
11.	Review Investment Policy - Matt	3:00 p.m.
12.	Discussion Regarding 2017 Fireworks Plan - John	3:10 p.m.
13.	Discussion Regarding Collection of Marijuana Tax – <i>John</i>	3:25 p.m.
14.	Proposed Increase to Library Board Membership – <i>Margaret</i>	3:35 p.m.
15.	Department Reports	3:45 p.m.
16.	Council Reports	4:05 p.m.
17.	Executive Session: ORS 192.660(2)(e) Real Property Transactions	4:25 p.m.
18.	Other Business	
19.	Adjourn	

FOR YOUR INFORMATION

Upcoming Dates to Remember:

- January 16, Martin Luther King Jr. Day, All City Offices Closed
- January 18, Council Work Session, 1:00 p.m., Council Chambers
- January 18, Council Regular Session, 7:00 p.m., Council Chambers
- January 24, Arts & Cultural Commission, 6:30 p.m., Council Chambers

Future Public Hearing(s)/Forum(s):

- PH: February 1, 6:15 p.m., Comprehensive Plan/Zone Map Amendment 35090 Pittsburg Road
- PH: March 15, 6:30 p.m., Comprehensive Plan/Zone Map Amendment 2554/2560 Columbia Blvd.
- PH: April 5, 6:00 p.m., Comprehensive Plan/Zone Map Amendment & Text Amendments City-wide

Council Action Sheet

To: Mayor and City Council Members

From: Jamin Coy, Code Enforcement Officer

Bob Johnston, Building Official Kathy Payne, City Recorder

Date: January 18, 2017

Subject: Mullins Nuisance Abatement Protest Hearing – 364 N. 1st Street



8/19/15	Two visits by COE Scott Williams (see report attached)
10/4/16	Visit by COE Jamin Coy (see report attached)
10/12/16	Visit by COE Jamin Coy (see report attached)
10/24/16	Visit by COE Jamin Coy (see report attached)
11/10/16	Visit by COE Jamin Coy (see report attached)
11/17/16	Visit by COE Jamin Coy (see report attached)
11/28/16	Visit by COE Jamin Coy (see report attached)
12/6/16	Visit by COE Jamin Coy (see report attached)
12/28/16	Two visits by COE Jamin Coy (see report attached)
12/21/16	Council adopts Resolution No. 1770 declaring 364 N. 1st Street a Nuisance
12/28/16	Notice to Abate Attractive Nuisance posted on property by Building Official
12/28/16	Notice of Nuisance Abatement letter mailed certified by City Recorder
12/29/16	Declaration of Viva Mullins received in protest of Notice to Abate Attractive Nuisance
1/18/17	Protest hearing before City Council

Attachments: Pics of Site on 1/9/17

Declaration of Viva Mullins

Resolution No. 1770

Notice to Abate Attractive Nuisance Notice of Nuisance Abatement Letter

Code Enforcement Officer Reports from 8/19/15 through 12/28/16



Pics taken by COE Jamin Coy on 1/9/17...







City of St. Helens RESOLUTION NO. 1770

A RESOLUTION DETERMINING THAT A NUISANCE EXISTS UPON PROPERTY AS LISTED IN EXHIBIT A WITHIN THE CITY OF ST. HELENS AND DIRECTING THAT NOTICE TO ABATE THE NUISANCE BE POSTED ON SAID PREMISES

WHEREAS, St. Helens Municipal Code (SHMC) Section 8.12.070(1)(a) and 8.12.150(2) provides that "No person in charge of any premises shall permit: (a) To remain unguarded upon said premises any machinery, automobile bodies or parts thereof, equipment, structures, buildings or other devices having the characteristic of an attractive nuisance or which is liable to attract children. "and "Keeping of Junk Prohibited. It is hereby determined and declared that the keeping of or allowing of junk to be on or remain out of doors on any public or private premises within the city, unless the same is completely enclosed within a building, is a nuisance and is unlawful. (Ord. 2565 § 3, 1989; Ord. 2146 § 15, 1976)"

WHEREAS, the structures located as listed in Exhibit A, St. Helens, Oregon were determined by the Building Official to be in violation of one or more provisions of Chapter 8.12.070(1)(a) and 8.12.150(2) of the St. Helens Municipal Code and therefore a nuisance pursuant to the ordinance.

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

Section 1. The structures as listed in Exhibit A, St. Helens, Oregon constitute a nuisance under SHMC Chapter 8.12.070(1)(a) and 8.12.150(2), based on the photographs of the premises, attached hereto and incorporated by reference, and information from the Building Official. Council finds that the photographs show Junk. Junk Definitions. The term "junk" shall include, but will not be limited to, old motor vehicle parts, old machinery, old machinery parts, old appliances and parts thereof, old iron or other metal, glass, paper, old lumber, old wood, waste material, discarded material or abandoned personal property of any nature. Council hereby directs that the premises located as listed in Exhibit A, the person in charge of the property shall, within 30 days after such council determination, remove or abate such nuisance;

Section 2. Pursuant to SHMC 8.12.250(10), Council hereby delegates "If within the time fixed, as provided in this chapter, the nuisance has not been abated by the person in charge of the property, the common council shall cause the nuisance to be abated." Council further directs that this nuisance be permanently abated within 30 days from the date of this resolution.

Section 3. Council hereby directs a notice to be posted as listed in Exhibit A, St. Helens, Oregon which contains: a description of the real property, by street address or otherwise; a direction to remove the nuisance within 30 days of the date of the notice; a description of the nuisance; a statement that unless such structures are immediately sufficiently secured to prevent access into them, the City will perform temporary nuisance abatement and secure said structures and that the costs shall be a lien against the property; furthermore, unless a permanent abatement of the nuisance is performed within 30 days of this resolution, the City will permanently remove the nuisance and secure the property and that the costs shall be a lien against the property; and a statement that the person in charge of the property may protest the action by giving notice to the City Recorder within ten (10) days from the date of the notice.

Resolution No. 1770 Page 1 of 2

Section 4. The City Recorder shall cause a copy of said notice to be forwarded by registered or certified mail, postage prepaid, to the person in charge of the property at the last known address of such person. That notice shall contain all the elements listed in paragraph 2., supra, that is, the posting. If the person responsible for the nuisance is not the owner, an additional notice shall be sent to the owner, stating that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.

Approved and adopted by the City Council on December 21, 2016, by the following vote:

Ayes:

Locke, Carlson, Cônn, Morten, Peterson

Nays:

None

Randy Peterson, Mayo

ATTEST:

EXHIBIT A NUISANCE ABATEMENT LIST

1 -	Address 285 N 8 TH Street	SHMC VIOLATION 8.12.070(1)(a) and 8.12.150(2)
2-	303 N 11 TH Street	8.12.070(1)(a) and 8.12.150(2) and 15.20 Section 203
3-	321 Tualatin Street	8.12.070(1)(a) and 8.12.150(2)
4-	364 N 1 ST Street	8.12.070(1)(a) and 8.12.150(2) and 15.20 Section 203
5-	375 S 13 TH Street	8.12.070(1)(a) and 8.12.150(2)
6-	385 N 17 TH Street	8.12.070(1)(a) and 8.12.150(2) and 15.20 Section 203
7-	394 S 12 TH Street	8.12.070(1)(a) and 8.12.150(2)
8-	434 N 10 TH Street	8.12.070(1)(a) and 8.12.150(2)
9-	465 S 15 TH Street	8.12.070(1)(a) and 8.12.150(2)
10-	475 N 12 TH Street	8.12.070(1)(a) and 8.12.150(2)
11-	564 N 10 TH Street	8.12.070(1)(a) and 8.12.150(2)
12-	920 Plymouth Street	8.12.070(1)(a) and 8.12.150(2)

Navigate using Bookmarks or by clicking on an agenda item.



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

NOTICE TO ABATE ATTRACTIVE NUISANCE

DATE: 12/28/2016.

PROPERTY OWNER: Troy F and Viva J Mullins

PROPERTY ADDRESS 364 N 1st Street

Pursuant to Resolution No. 1770

The property identified above is found to be in Violation of St Helens Municipal Code (SHMC) 8.12.070(1)(a) and 8.12.150(2). This violation is hereby ordered to be abated within 30 days to avoid further action as authorized by SHMC 8.12.250(10).

SHMC 8.12.150(1): Junk Definitions. The term "junk" shall include, but will not be limited to, old motor vehicle parts, old machinery, old machinery parts, old appliances and parts thereof, old iron or other metal, glass, paper, old lumber, old wood, waste material, discarded material or abandoned personal property of any nature.

(2) Keeping of Junk Prohibited. It is hereby determined and declared that the keeping of or allowing of junk to be on or remain out of doors on any public or private premises within the city, unless the same is completely enclosed within a building, is a nuisance and is unlawful.

SHMC 8.12 (6) Within 30 days after the posting and mailing of the notice or 10 days in the case of weeds or grasses or, unless otherwise provided herein, the person in charge of the property shall remove and abate the nuisance or show that no nuisance exists.

SHMC 8.12 (7) The person in charge who protests that no nuisance in fact exists shall file with the city recorder a written statement that shall specify the basis for contending that no nuisance exists.

This protest is required to be filed, in writing, with the City Recorder within 10 days of this notice as stipulated in SHMC 8.12.250(3)(e).

SHMC 8.12.250(10) If within the time fixed, as provided in this chapter, the nuisance has not been abated by the person in charge of the property, the common council shall cause the nuisance to be abated.

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Bob Johnston Building Official City of St Helens (503) 397-6272 bobj@ci.st-helens.or.us



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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

December 28, 2016

Troy F. & Viva J. Mullins 364 N. 1st Street St. Helens, OR 97051

Subject: Notice of Nuisance Abatement

First Addn. to Columbia Park, Block 1 Lot "5, Pt 6", 364 N. 1st Street, St. Helens, Oregon

Property Map # 5N1W34-CB-07900

You have been identified as the owner or person in charge of subject property. Council has determined that the current condition of the exterior of the home has been determined to be in violation of the City of St. Helens Municipal Code 8.12.070(1)(a) and 8.12.150(2):

"No person in charge of any premises shall permit . . . [t]o remain unguarded upon said premises any machinery, automobile bodies or parts thereof, equipment, structures, buildings or other devices having the characteristic of an attractive nuisance or which is liable to attract children."

And

"Keeping of Junk Prohibited. It is hereby determined and declared that the keeping of junk to be on or remain out of doors on any public or private premises within the city, unless the same is completely enclosed within a building, is a nuisance and is unlawful."

The property owner or person in charge of the property described in this Notice is directed to clear the property of debris, trash automobile bodies or parts thereof, machinery, equipment and junk within thirty (30) days of this notice (on or before January 27, 2017).

If the property owner or the person in charge of the property fails to abate the nuisances listed above by clearing the property of debris, trash automobile bodies or parts thereof, machinery, equipment and junk on or before January 27, 2017, the City of St. Helens will abate the nuisances and the cost of the removal shall be assessed against the property. Failure to pay the assessment may result in the City placing a lien against the property, including any and all costs associated with filing the lien. The property owner and/or person in charge of the property may protest this action by giving notice in writing to the City Recorder within ten (10) days from the date of this notice, not later than January 9, 2017. Please address a notice of protest or any other correspondence regarding this action to: City of St. Helens, Attn: Kathy Payne, City Recorder, PO Box 278, St. Helens, OR 97051.

Sincerely,

Kathy Payne City Recorder

RECEIVED

DECLARATION OF VIVA MULLINS

DEC 29 2016 K. Payne OFFICE OF ST. HELENS CITY RECORDED

STATE OF OREGON) ss.
County of Columbia)

I, Viva Mullins hereby declare the following facts to be true and I know them of my own knowledge to be true and I hereby declare that the following statements true to the best of my knowledge and belief, and that I understand it is made for use as evidence and is subject to penalty for perjury.

I am the owner of the property known as 374 North First Street, St Helens, Oregon.

There is no nuisance at my property. Some months ago the city representative came to my home and told me to clean up my yard. From that time until recently I had family members and friends help me clean up the property. On December 29, 2016 the attached Notice to Abate a Nuisance was put on my door.

I am over 70 years of age and am disabled and got a broken hip about 8 months ago so I had to ask for help.

Attached to this statement are receipts for some of the cleanup that was done to the property. Also included are copies of the pictures of my yard. It is clear that from a time when the city had some complaints about my yard that is has been cleaned up and there is not a nuisance and there was none when the city counsel took action on December 21, 2016. My attorney was at that hearing and on my behalf protested including my property on the list of nuisance properties. Notwithstanding there is no nuisance at my property a copy of the within notice was posted on my door. I ask that this be set aside and that the city council dismiss this charge against me and my property.

Note that the notice you posted on my door has the wrong citations in it. The section about this protest should refer to SHMC 8. 12.250 (7) which it does not.

I ask for a full hearing in front of the City council as provided by St Helens Municipal

Code Section 8.12.250 which provides:

8.12.250 General abatement.

All nuisances defined herein may be abated in the manner provided by this chapter.

- (1) Upon determination by the common council that a nuisance as defined in this chapter or any other ordinance of the city exists, or can reasonably be expected to come into existence within the next 30 days, the common council shall forthwith cause a notice to be posted on the premises liable for the abatement, directing the removal of such nuisance.
- (2) At the time of posting, the city recorder shall cause a copy of such notice to be forwarded by certified mail, postage prepaid, to the person in charge of the property at the last known address of such person.
- (3) The notice to abate shall contain:
 - (a) A description of the real property, by street address or otherwise, on which such nuisance exists.
 - (b) A direction to remove the nuisance within 30 days from the date of the notice, except that, in the case of weeds or grasses as defined in SHMC <u>8.12.090(3)</u>, the direction to remove or abate the nuisance shall be within not more than 10 days from the date of the notice, or for other nuisances where a specific time to remove or abate the nuisance is stated, the direction to remove or abate shall be as otherwise provided by this chapter.
 - (c) A description of the nuisance.
 - (d) A statement that unless such nuisance is removed, the city will remove the nuisance and the cost of removal shall be a lien against the property.
 - (e) Statement that the person in charge of the property may protest the action by giving notice to the city recorder within 10 days from the date of the notice; except that such protest must be made within five days in the case of weeds, grass and other noxious growth obstructing or hazardous trees or shrubs.

If the person responsible is not the owner, an additional notice shall be sent to the owner, stating that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.

- (4) The person posting and mailing the notice as provided herein shall, upon completion of the posting and mailing, execute and file a certificate stating the date and place of such mailing and posting.
- (5) An error in the name or address of the person in charge of the property or the use of a name other than that of such person shall not make the notice void, and in such a case the posted notice shall be deemed sufficient.(6) Within 30 days after the posting and mailing of the notice or 10 days in the case of weeds or grasses or,
- unless otherwise provided herein, the person in charge of the property shall remove and abate the nuisance or show that no nuisance exists.
- (7) The person in charge who protests that no nuisance in fact exists shall file with the city recorder a written statement that shall specify the basis for contending that no nuisance exists.
- (8) The statement shall be referred to the council as a part of council's regular agenda at its next succeeding meeting. At the time set for the consideration of the abatement, such person may appear and be heard by the council, and the council shall thereupon determine whether a nuisance in fact exists, and such determination shall be entered in the official minutes of council. Council determination shall be required only in those cases where a written statement had been filed as provided herein.
- (9) Upon council determination that a nuisance does in fact exist, the person in charge of the property shall, within 30 days after such council determination, remove or abate such nuisance; except that weeds, grass and other noxious growth and obstructing or hazardous trees or shrubs shall be abated within 10 days.
- (10) If within the time fixed, as provided in this chapter, the nuisance has not been abated by the person in charge of the property, the common council shall cause the nuisance to be abated.
- (11) The city recorder shall maintain an accurate record of the expense incurred by the city in abating the nuisance and shall include therein an overhead charge of five percent of the total cost for administration.
- (12) The total cost, including the administrative overhead, shall thereupon be assessed to the property as hereinafter provided.

- (13) A notice of the assessment shall be forwarded by registered mail, postage prepaid, to the person in charge of the property by the city recorder. The notice shall contain:
 - (a) The total cost, including the administrative overhead, of the abatement.
 - (b) A statement that if arrangements to pay the cost as indicated are not made within 30 days, the city will bring appropriate legal action and/or such costs will become a lien against the property.
 - (c) A statement that if the person in charge of the property objects to the cost of the abatement as indicated, he may file a notice of objection with the city recorder within 10 days from the date of the notice.
- (14) Objection to the proposed assessment, if properly filed, shall be heard and determined by the council in its regular course of business.
- (15) An assessment for the cost of abatement as determined by the council shall be made by resolution of the council and shall thereupon be entered in the docket of city liens; and upon such entry being made, it shall constitute a lien upon the property from which the nuisance was removed or abated.
- (16) The lien shall be collected in the same manner as liens for street improvements are collected and shall bear interest at the rate of nine percent per annum. Such interest shall commence to run 30 days after the entry of the lien in the lien docket.
- (17) An error in the name of the person in charge of the property shall not void the assessment, nor will a failure to receive the notice of the assessment render the assessment void but it shall remain a valid lien against the property. (Ord. 3183 § 1, 2015; Ord. 2760, 1997; Ord. 2565 § 4, 1989; Ord. 2146 § 25, 1976

I ask that I be allowed to present evidence and witnesses to the issue at hand. And I ask that I be given a notice in writing as to when the hearing shall be. Notice should be sent to me and my lawyer as follows:

Viva Mullins 374 North First Street, St Helens, Oregon 97051

And

AGNES MARIE PETERSEN Attorney at Law P O Box 748 St Helens, Oregon 97051

Dated this 29th day of December, 2016 in St Helens, Oregon.

Grandlins Viva Mullins



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

NOTICE TO ABATE ATTRACTIVE NUISANCE

DATE: 12/28/2016.

PROPERTY OWNER: Troy F and Viva J Mullins

PROPERTY ADDRESS 364 N 1st Street

Pursuant to Resolution No. 1770

The property identified above is found to be in Violation of St Helens Municipal Code (SHMC) 8.12.070(1)(a) and 8.12.150(2). This violation is hereby ordered to be abated within 30 days to avoid further action as authorized by SHMC 8.12.250(10).

SHMC 8.12.150(1): Junk Definitions. The term "junk" shall include, but will not be limited to, old motor vehicle parts, old machinery, old machinery parts, old appliances and parts thereof, old iron or other metal, glass, paper, old lumber, old wood, waste material, discarded material or abandoned personal property of any nature.

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SHMC 8.12 (7) The person in charge who protests that no nuisance in fact exists shall file with the city recorder a written statement that shall specify the basis for contending that no nuisance exists.

This protest is required to be filed, in writing, with the City Recorder within 10 days of this notice as stipulated in SHMC 8.12.250(3)(e).

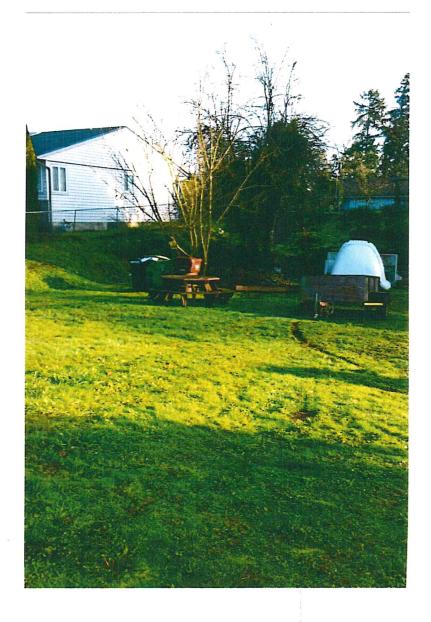
SHMC 8.12.250(10) If within the time fixed, as provided in this chapter, the nuisance has not been abated by the person in charge of the property, the common council shall cause the nuisance

It is a misdemeanor to 🛲

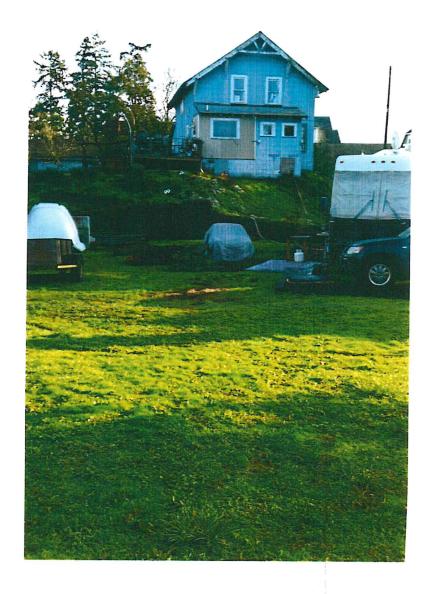


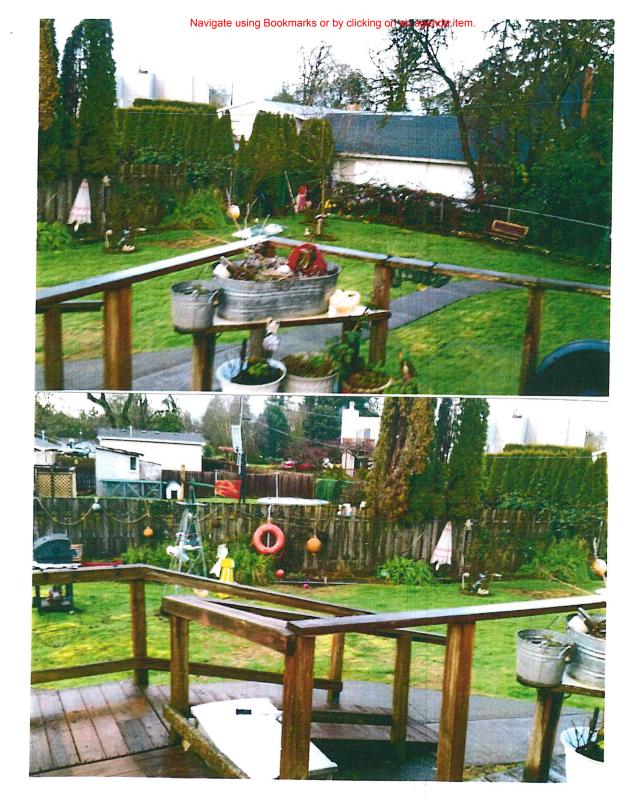
Bob Johnston Building Official City of St Helens (503) 397-6272 bobj@ci.st-helens.or.us











Columbia County Transfer Station Ticket #: 001-0000406669

1601 Railroad Ave, St Helens, OR 97051

(503)366-2613

11/14/2016

Scale13:30:331/Out : 13:50:28

IN Bound Columbia County 100% Customer : Cash Customer

: cash 20 mullins white Vehicle

6,100.00 Gross Wt:

Tare Wt:

5,360.00

Net Wts

Columbia County (MSW) Mun Solid Waste

0.37 TON @

\$129.45/TON =

Net Amount:

\$47.90

Potal Due :

Signature:

Hrs: Mon-Sat, 8: Wam to 5, dopm

Paid in Full CC

Tionat 8: 001-0000402279 Columbia County Transfer Station

1601 Railroad Ava, St Helens, OR 97051 震 10/1/2016。

(503)366-2613

IN Bound Columbia County

Customer : Cash Customer

: cash_19 mann_blue Vehicle.

Groes WE: 6,640.00

Tarie Wt:

5,600.00 / Net Wt:

Soalo18:31:101/Out : 12:45:50

1,040.00

Columbia Goods (MSW) Mun Solid / F

0.80 TON & FETS 45/TON =

Net Amount: \$67.31

\$0.00 Total Due

Hrs: Mon-Sat, S:00am to 5:00pm

Paid in Full Cash

Collabia County Transfer Station Ticket #1 001-0000407139 1601 Railroad Gve, St. Heffens, OR 97051
C033 G66+2613
Regind *Collabia County, 100% Scale 12:001/Gut 12:00914
D199999 * Cash 27 mann white

D2 ass Wt: 10,160.00 Tare Wt: 94160.00 Net Wt: 1,000.00

C01 until Gounty
C01 until Gounty
C02 Solid Waste

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C05 Solid William Tare Wt: 1,000.00 Net Wt: 1,000.00

C05 Solid William Tare Wt: 1,000.00 Net Wt: 1,000.00

C06 Solid William Tare Wt: 1,000.00 Net Wt: 1,000.00

C07 Solid William Tare Wt: 1,000.00 Net Wt: 1,000.00

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C09 Solid William Tare Wt: 1,000.00 Net Wt: 1,000.00

C09 Solid William Tare Wt: 1,000.00

C09 Solid Will



58405 Columbia River Hwy Saint Helens, OR 97051 503-397-0550

Store: 229 Invoice: 22900214956 Salesperson: Steven B

Customer Information

Customer ID: A02297135

Name:

JANA BRECHT

Address:

City, State,

ST HELENS, OR 97051

Phone:

(503) 396-9254

Vehicle Information

Vehicle:

Color:

Mileage:

License:

Les Schwab Invoice

Qty	Product Co	de Product Description		Price/ea	FET	Amount
15	123603	JUNK TIRE DISPOSAL		\$5.00	\$0.00 ·	\$75.00
					Parts Subtotal:	\$75.00
					Labor Subtotal:	\$0.00
					Sales Tax:	\$0.00
					Tire Tax:	\$0.00
	grades and second			Invol) 8	\$75.00
Pavr	nent Method		CREDIT Approval#	Card# XXXXXXXXX	XXX5219	\$75.00

THANK YOU FOR YOUR BUSINESS

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Invoice Date/Time: 10-18-2016 12:13 PM

-Jone of Break

CAD Call 15058405 History 1/10/17 3:01 A

Call 15058405 Details

File: Date: **08/19/15**

Opr:**hvaughn** POD:**4**

Location:364 N 1ST ST

Juris:**SH**

Type:**NUI**

Svc:**P** Agcy:**SHPD**

Area:**700**

Dist: Zn:**PD**

Nuisance Call

In Progress? 0

Priority:3

How Recd? 5

Last name: OFFICER

First: WILLIAMS, SCOTT

Phone:

Address:

BOLO

HAZ

PH 50

Remarks

Time

Oper

Servi di

POD

5

Bt:

1 Call 15058412 has been linked to call 15058405.

10:40:10

*bcutrigh

ADD REMARK

Cross Streets

Unit Recommendation

WEST ST LEMONT ST

Unit Name Received Dispatch Arrived Cleared Clearance Backup Units

730 10:16 EVNT 10:16 10:20 S1

Unit History

Unit Name

Status 1

Time

Location

Operator

Remarks

730 WILLIAMS, SCOTT

Arrived

10:17:02

364 N 1ST ST

hvaughn

Nuisance Call

730 WILLIAMS, SCOTT

Clear

10:20:35

bcutrigh

as of: 01/10/2017

11:01

Close | Print

CAD Call 15058418 History 1/10/17 3:01 A

Call 15058418 Details

File: Date: **08/19/15** Opr: **hvaughn** POD: **4**

Location:364 N 1ST ST Juris:SH

Type:**NUI** Svc:**P** Agcy:**SHPD** Area:**700** Dist: Zn:**PD** Bt:

Nuisance Call In Progress? 0 Priority: 3 How Recd? 5

Last name: OFFICER First: WILLIAMS, SCOTT Phone:

Address: BOLO HAZ EL PH 51

Remarks Time Oper POD

1 Call 15058418 has been linked to call 15058412. 10:57:51 *hvaughn 4

ADD REMARK

Cross Streets Unit Recommendation

WEST ST LEMONT ST

Unit Name Received Dispatch Arrived Cleared Clearance Backup Units

730 10:49 EVNT 10:49 11:03 W3

Unit History

Unit Name Location Status Time Operator Remarks 730 WILLIAMS, SCOTT Arrived 10:49:13 364 N 1ST ST hvaughn Nuisance Call 730 WILLIAMS, SCOTT Code 4 10:57:51 hvaughn

730 WILLIAMS, SCOTT Clear 11:03:58 hvaughn

Close | Print | as of: 01/10/2017

CAD Call 16074153 History 1/10/17 3:19 A

Call 16074153 Details

File: Date: 10/04/16 Opr: kcomfort POD: 4

Location:364 N 1ST ST Juris:SH

Type:RC Svc:P Agcy:SHPD Area:700 Dist: Zn:PD Bt:

Radio Call In Progress? 0 Priority:3 How Recd? 5

Last name: **OFFICER** First: **COY, JAMIN W** Phone:

Address: BOLO HAZ EL PH 73

#	Remarks	Time	Oper	POD
1	I spoke with the daughter of the homeowner and	11:12:45	jcoy	730
2	her boyfriend who live in an RV in the front	11:12:45	jcoy	730
3	yard. I explained they needed to clean up the	11:12:45	jcoy	730
4	mess in the yard and explained the ordinance	11:12:45	jcoy	730
5	regarding time limits for living in RVs within	11:12:45	jcoy	730
6	the city. they said they would understood and	11:12:45	jcoy	730
7	they were going to clean the yard up quickly so	11:12:45	jcoy	730
8	that they could move inside the residence and	11:12:45	jcoy	730
9	stop living in the RV. the female told me she had	11:12:45	jcoy	730
10	been warned by our former code enforcement	11:12:45	jcoy	730
11	officer about the same things months ago. I told	11:12:45	jcoy	730
12	them I would check in each week and that I wanted	11:12:45	jcoy	730
13	to see major progress.	11:12:45	jcoy	730
	ADD REMARK			

Cross Streets Unit Re

Unit Recommendation

WEST ST LEMONT ST

Unit Name Received Dispatch Arrived Cleared Clearance Backup Units

730 10:59 EVNT 10:59 11:13 Y2

Unit History

Unit	Nam e	Status	Time	Location	Operator	Remarks
730	COY, JAMIN W	Arrived	10:59:15	364 N 1ST ST	kcomfort	Radio Call
730	COY, JAMIN W	10-53	11:04:41	364 N 1ST ST	kcomfort	Radio Call
<u>730</u>	COY, JAMIN W	Clear	11:13:00		dfrankli	

Close Print

as of: 01/10/2017

CAD Call 16076305 History 1/10/17 3:12 A

Call 16076305 Details

File: Date:10/12/16 Opr:aedinger POD:1

Location:364 S 1ST ST Juris:SH

Type:R-2 Svc:P Agcy:SHPD Area:700 Dist: Zn:PD Bt:

Report, follow up In Progress? 0 Priority:3 How Recd? 5

Last name: OFFICER First: COY, JAMIN W Phone:

Address: BOLO HAZ EL PH

#	Remarks	Time	Oper	POD
1	spoke with people living in RV. I saw a small	10:50:21	jcoy	730
2	amount of progress in the yard. it appeared more	10:50:21	jcoy	730
3	organized and the trailer had junk inside it to	10:50:21	jcoy	730
4	be hauled off. they told me the tires were going	10:50:21	jcoy	730
	to be hauled off so. and the windows would be put	10:50:21	jcoy	730
6	online for sale	10:50:21	jcoy	730
	ADD REMARK			

Cross Streets

Unit Recommendation

COWLITZ ST VENEER MILL

Unit Name Received Dispatch Arrived Cleared Clearance Backup Units

730 10:38 EVNT 10:38 10:50 Y2

Unit History

Unit	Name	Status	Time	Location	Operator	Remarks
730	COY, JAMIN W	Arrived	10:38:12	364 S 1ST ST	aedinger	Report, follow up
730	COY, JAMIN W	10-53	10:45:18	364 S 1ST ST	aedinger	Report, follow up
<u>730</u>	COY, JAMIN W	Clear	10:50:33		aedinger	

Close Print

as of: 01/10/2017

CAD Call 16079433 History 1/10/17 3:02 A

Call 16079433 Details

File: Date: 10/24/16 Opr: kcomfort POD: 4

Location:364 N 1ST ST Juris:SH

Type:RC Svc:P Agcy:SHPD Area:700 Dist: Zn:PD Bt:

Radio Call In Progress? 0 Priority:3 How Recd? 5

Last name: OFFICER First: COY, JAMIN W Phone:

Address: BOLO HAZ EL PH 75

<u> </u>				
#	Remarks	Time	Oper	POD
1	Agency LAW paged.	10:48:52	kcomfort	4
2	spoke with the people living in trailer. female	11:03:10	jcoy	730
3	said she did not know what I wanted them to clean	11:03:10	jcoy	730
4	up. I re-explained the ordinance and what they	11:03:10	jcoy	730
5	needed to clean up. the male would not come to	11:03:10	jcoy	730
6	the door and began cussing at me from the back of	11:03:10	jcoy	730
7	the RV. the female followed suit and began	11:03:10	jcoy	730
8	cussing and interrupting me. she soon after	11:03:10	jcoy	730
9	slammed the door closed and refused to talk.	11:03:10	jcoy	730
	ADD REMARK			

Cross Streets

Unit Recommendation

WEST ST LEMONT ST

Unit Name Received Dispatch Arrived Cleared Clearance Backup Units

730 10:42 EVNT 10:42 11:04 Y2 709

Unit History

1	294					
Unit	Name	Status	Time	Location	Operator	Remarks
730	COY, JAMIN W	Arrived	10:42:14	364 N 1ST ST	kcomfort	Radio Call
730	COY, JAMIN W	Code 4	10:47:46		wfarley	
709	WELTER, KATE	Dsptch	10:48:52	364 N 1ST ST	kcomfort	Backup
709	WELTER, KATE	Arrived	10:48:54	364 N 1ST ST	kcomfort	Backup
730	COY, JAMIN W	Code 4	10:48:57		kcomfort	
709	WELTER, KATE	Code 4	10:55:26		kcomfort	
730	COY, JAMIN W	Code 4	10:55:26		kcomfort	
709	WELTER, KATE	Clear	11:00:03		wfarley	
730	COY, JAMIN W	10-53	11:00:06	364 N 1ST ST	wfarley	Radio Call

CAD Call 16084575 History 1/10/17 3:02 A

Call 16084575 Details

File: Date: 11/10/16 Opr: dkarthau POD: 4

Location:364 N 1ST ST Juris:SH

Type:R-2 Svc:P Agcy:SHPD Area:700 Dist: Zn:PD Bt:

Report, follow up In Progress? 0 Priority:3 How Recd? 5

Last name: OFFICER First: COY, JAMIN W Phone:

Address: BOLO HAZ EL PH 77

Remarks Time Oper POD

1

ADD REMARK

Cross Streets Unit Recommendation

WEST ST LEMONT ST

Unit Name Received Dispatch Arrived Cleared Clearance Backup Units

730 09:34 EVNT 09:34 09:40 Y2

Unit History

Unit Name Status Time Location Operator Remarks

730 COY, JAMIN W Arrived 09:34:26 364 N 1ST ST dkarthau Report, follow up

730 COY, JAMIN W Clear 09:40:05 dkarthau

Close Print as of: 01/10/2017 11:02 CAD Call 16086594 History 1/10/17 3:02 A

Call 16086594 Details

File: Date:11/17/16 Opr:dkarthau POD:3

Location:364 N 1ST ST Juris:SH

Type:R-2 Svc:P Agcy:SHPD Area:700 Dist: Zn:PD Bt:

Report, follow up In Progress? 0 Priority:3 How Recd? 5

Last name: OFFICER First: COY, JAMIN W Phone:

Address: BOLO HAZ EL PH 78

Remarks Time Oper POD

1

ADD REMARK

Cross Streets Unit Recommendation

WEST ST LEMONT ST

Unit Name Received Dispatch Arrived Cleared Clearance Backup Units

730 13:36 EVNT 13:36 13:42 W1

Unit History

Unit Name Status Time Location Operator Remarks

Close

730 COY, JAMIN W Arrived 13:37:01 364 N 1ST ST dkarthau Report, follow up

Print

730 COY, JAMIN W Clear 13:42:19 dkarthau

as of: 01/10/2017

CAD Call 16089489 History 1/10/17 3:02 A

Call 16089489 Details

File: Date: 11/28/16 Opr:mshambau POD: 2

Location:364 N 1ST ST Juris:SH

Type:R-2 Svc:P Agcy:SHPD Area:700 Dist: Zn:PD Bt:

Report, follow up In Progress? 0 Priority:3 How Recd? 5

Last name: OFFICER First: COY, JAMIN W Phone:

Address: BOLO HAZ EL PH 79

#	Remarks	Time	Oper	POD
1	I cited viva Mullins for recreational vehicle	11:41:23	jcoy	730
2	being used as a residential vehicle. she said she	11:41:23	jcoy	730
3	had not done anything to clean the property in	11:41:23	jcoy	730
4	the last two months because she thought it was	11:41:23	jcoy	730
5	clean enough. she said she would begin cleaning	11:41:23	jcoy	730
6	the inside of the house for the people in the RV	11:41:23	jcoy	730
7	to move inside. she also said she would hire	11:41:23	jcoy	730
8	someone to clean the rest of the yard.	11:41:23	jcoy	730
	ADD REMARK			

Cross Streets Unit Recommendation

WEST ST LEMONT ST

Unit Name Received Dispatch Arrived Cleared Clearance Backup Units

730 11:03 EVNT 11:03 11:42 W3

Unit History

Unit	Name	Status	Time	Location	Operator	Remarks
730	COY, JAMIN W	Arrived	11:03:55	364 N 1ST ST	mshambau	Report, follow up
730	COY, JAMIN W	Code 4	11:10:12		mshambau	
730	COY, JAMIN W	10-53	11:15:00	364 N 1ST ST	hvaughn	Report, follow up
730	COY, JAMIN W	Clear	11:42:07		mshambau	

Close Print

as of: 01/10/2017

CAD Call 16091687 History 1/10/17 3:02 A

Call 16091687 Details

File: Date: 12/06/16 Opr:mshambau POD:4

Location:364 N 1ST ST Juris:SH

Type:R-2 Zn:PD Svc:P Agcy:SHPD Area: 700 Dist: Bt: Report, follow up In Progress? 0 Priority: 3 How Recd? 5

Last name: OFFICER First: COY, JAMIN W Phone:

Address: BOLO HAZ EL PH 80

Remarks **POD** Time Oper

1

ADD REMARK

Cross Streets Unit Recommendation

WEST ST LEMONT ST

Unit Name Received Dispatch Arrived Cleared Clearance Backup Units

<u>730</u> 09:57 **EVNT** 09:57 10:00 W1

Unit History

Unit Name Status Time Location Operator Remarks

730 COY, JAMIN W Arrived 09:57:07 364 N 1ST ST mshambau Report, follow up

730 COY, JAMIN W Clear 10:00:42 mshambau

> as of: 01/10/2017 Close **Print**

CAD Call 16096966 History 1/10/17 3:02 A

Call 16096966 Details

File: Date: 12/28/16 Opr: nault POD: 3

Location:364 N 1ST ST Juris:SH

Type:R-2 Svc:P Agcy:SHPD Area:700 Dist: Zn:PD Bt:

Report, follow up In Progress? **0** Priority: **3** How Recd? **5**

Last name: OFFICER First: COY, JAMIN W Phone:

Address: BOLO HAZ EL PH 81

Remarks Time Oper POD

1

ADD REMARK

Cross Streets Unit Recommendation

WEST ST LEMONT ST

Unit Name Received Dispatch Arrived Cleared Clearance Backup Units

730 15:35 EVNT 15:35 15:38 W1

Unit History

Unit Name Status Time Location Operator Remarks 730 COY, JAMIN W Arrived 15:35:08 364 N 1ST ST nault Report, follow up 730 COY, JAMIN W Arrived 15:38:16 364 N 1ST ST sbarrett Report, follow up

Close

Print

730 COY, JAMIN W Clear 15:38:24 nault

as of: 01/10/2017

CAD Call 16096985 History 1/10/17 3:02 A

Call 16096985 Details

File: Date: 12/28/16 Opr: nault POD: 3

Location:364 N 1ST ST Juris:SH

Type:RC Svc:P Agcy:SHPD Area:700 Dist: Zn:PD Bt:

Radio Call In Progress? 0 Priority:3 How Recd? 5

Last name: OFFICER First: COY, JAMIN W Phone:

Address: BOLO HAZ EL PH 82

Remarks Time Oper POD

1

ADD REMARK

Cross Streets Unit Recommendation

WEST ST LEMONT ST

Unit Name Received Dispatch Arrived Cleared Clearance Backup Units

730 16:32 EVNT 16:32 16:43 W1

Unit History

Unit	Name	Status	Time	Location	Operator	Remarks
730	COY, JAMIN W	Arrived	16:32:12	364 N 1ST ST	nault	Radio Call
730	COY, JAMIN W	10-53	16:32:14	364 N 1ST ST	nault	Radio Call
<u>730</u>	COY, JAMIN W	Clear	16:43:34		nault	

Close | Print | as of: 01/10/2017

October 2016



Newsletter

FROM LOCAL GOVERNMENT PERSONNEL INSTITUTE

660 Hawthorne Ave. SE Suite 150 Salem, OR 97301 (503) 588-2251 (503) 485-5900 fax asklgpi@lgpi.org

THIS ISSUE

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Preparing to
Bargain
Collectively in
2017: Identifying
Priorities
Page 4

ERB Fields a Test Case Page 5

> CPI Page 7

Do you really understand your annual audit and financial statements? Help is here!

By Rob Moody, Partner at TKW

Understanding what an audit is and what it isn't is the first step to finding value in the process and in the financial statements themselves. In short, an audit is a brief, limited look at the financial statements and the transactions that underlie them sufficient to support the opinion of the CPA that your financial statements are "fairly stated in all material respects". More on why that phrase is important in a bit. An audit is not an evaluation of your internal controls. An audit is not a forensic evaluation designed to ferret out fraud. That said, let's dive into the process and what you as an elected or appointed official can take away from the annual audit.

First, remember that these are your financial statements – you and your management team own them and have taken responsibility for them in every way. The only pieces of the financial statements that belong to the audit firm are those reports and opinions signed by the auditor. This is an important distinction. Those opinions are based on procedures performed under a variety of standards that ensure your auditor is appropriately experienced and competent.

Back to "fairly stated in all material respects". This phrase is firmly rooted in the concept of reasonable assurance. The audit is not designed to provide absolute assurance that the

financial statements are correct, meaning there may be errors or misstatements in the financial statements or the accounting records that were not detected by the audit. The audit is designed and performed to minimize the risk of these misstatements, but to provide absolute assurance would require the review of every transaction for the year — no one wants or is able to pay for that level of scrutiny. The audit provides an opinion that there are no significant or material errors in the financial statements — meaning that there are no big errors or misstatements that were identified and not corrected in the process.

Foundational to the concept of reasonable assurance is the process of sampling. Auditors identify and perform procedures to samples of the accounting records in order to draw conclusions. Those samples are required to be representative of the bigger population in order to make those conclusions valid. Inherent to sampling is the risk that errors or misstatements might not be identified and corrected. The audit is designed to reduce this risk.

The auditors do not give an opinion on your internal controls. If you read their report, it says that pretty clearly. What the report does say is that they have evaluated your internal controls as a means to perform the audit effectively and efficiently. What this means to

October 2016

Newsletter

LOCAL GOVERNMENT PERSONNEL INSTITUTE

Continued from Cover

you is that no news is good news when it comes to your internal controls and the audit. If you hear from the auditors regarding your internal controls, it is usually in writing and means that there is a weakness in your control structure that requires some attention. An audit is not, and cannot be relied upon as, part of your organization's internal control structure.

Government financial statements are a complex collection of information. Given limited time and resources for reviewing a governmental financial statement that can be up to 200+ pages long, there is an approach that gives the reader the biggest bang for their time buck. The following is a short list of those areas of the report the reader can focus on, and why.

- Management's Discussion and Analysis (MD&A) provides the reader with a brief overview of where the entity was last year, where they are now, and how they got from there to here during the year. It is written in plain English with summaries of key financial statements, charts and graphs to help present information in a way that can be more easily understood. The MD&A is meant to provide highlights and insights not found elsewhere in the financial statements.
- opinion of the Independent CPA provides a summary of what the audit is and isn't, key responsibilities of the organization and those of the auditors, and the auditor's opinion on whether the financial statements are fairly stated in all material respects. Key words here are "fairly stated", which means the auditor doesn't believe the statements are misleading to those expected to use them, and "material", meaning there could be small errors or misstatements that similarly shouldn't make a difference to the users of the financial statements.
- Reports on compliance reports are provided relating to compliance with Oregon audit requirements, and if the organization received and expended Federal funds, compliance with requirements specific to

the funding program. These reports will also address internal control over compliance, or systems in place within the organization to ensure compliance with requirements. These reports are useful to summarize any findings that may have been noted during the audit in regards to compliance, and which deserve the attention of management and the governing body to resolve them.

- Detailed budgetary schedules found in the back of the report, these schedules provide information by fund, and are the closest thing to a "checkbook" presentation. Revenues and expenditures are presented with comparison to budget, and illustrate the basic financial operations of each respective fund.
- Fund financial statements for major funds

 provide information on those funds
 most significant to the entity, either by
 virtue of their sheer size or qualitative importance to the operations. The reader can gain quick information on the financial health of specific major funds through a quick review of balance sheet and revenue/expenditure statements.
- Notes to the Financial Statements provides additional information to clarify and explain amounts found in the entity-wide and fund financial statements. Information on how amounts are presented and the background for them, including capital assets, long-term debt, pensions, etc. is available in the Notes.

It is incumbent on management and elected officials of a local government to understand their financial statements at some basic level to adequately fulfill their fiduciary and stewardship duties as officials of that local government. The information in the audited financial statements, coupled with budgets and other internal financial analyses provides the basic information necessary to make operational and strategic decisions.

As the client, you are paying for the audit. As such, you need to fully understand what you are getting for your money, and reach a level of agreement with your audit firm. The rela-

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Continued from page 2

tionship between the government and their auditor should be such that questions are answered fully and in such a way as to provide that understanding. If you are simply interested in getting that piece of paper on the CPA's letterhead that says they did an audit and your financial statements are "all good", then the audit is really little more than a commodity. If you are instead looking at your audit as a part-

nership between you and the audit firm, and want to use the process as an opportunity to improve processes and financial reporting, then there is a value proposition that elevates the engagement to something above the commodity level. You should ask questions and expect answers. As mentioned above, you have a fiduciary responsibility to understand the audit and the financial statements.

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Tuesday, January 10, 2017

South Columbia County Enterprise Zone Sub-Area Co-Sponsors

RE: Extended Enterprise Zone Benefits for Cascades Tissue

Attached is a copy of a draft resolution from your municipality approving the claim for extended enterprise zone benefits for Cascades Tissue. Cascades has agreed to invest \$53,640,000 of eligible investment in facilities located in Scappoose and St. Helens that are within the South Columbia County Enterprise Zone. Attached is a spreadsheet that details the level of proposed investment in each community. Additionally, Cascades is agreeing to the creation of seventy-one (71) new jobs paying an average wage and benefits package of no less than \$55,346 per year for the five years of exception.

As per CCET policy, betterment funds will be shared with the jurisdictions that received the investment and with CCET. In this application, a portion of the investment was located in St. Helens to modify existing operations to conform with the needs of the new Scappoose facility. Please see the attached spreadsheet concerning tax abatement and betterment calculations.

Please feel free to use your own Resolution form or use the one provided. Please let me know when you will have this resolution scheduled for consider by your elected board so that I can schedule my attendance.

Contact me at ed@columbiacountyoregon.com or call 503 410-1061 if you have any questions.

Sincerely,

Chuck Daughtry, Executive Director Columbia County Economic Team

COLUMBIA COUNTY ECONOMIC TEAM
CALCULATION OF ENTERPRISE ZONE - BETTERMENT PAYMENT
CASCADES TISSUE - CONVERTING FACILITY

TOTALS	Year 20	Year 19	Year 18	Year 17	Year 16	Year 15	Year 14	Year 13	Year 12	Year 11	Year 10	Year 9	Year 8	Year 7	Year 6	Year 5	Year 4	Year 3	Year 2	Year 1	TAX IMPACTS	PROPERTY	5	TOTAL	ST HELENS	CCARROCCE	
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																							\$877,512.50	\$ 92,710.20 \$		ANNUAL TAX	TOTAL
																							S	\$	s	10%	
																							87,751.25	9,271.02 \$	78,480.23	BETTERMENT	ANNUAL
																							\$ 43,875.63	\$ 4,635.51	\$ 39,240.12	ANNUAL TAX 10% BETTERMENT JURISDICTION	50% TO

A RESOLUTION OF	AUTHORIZING
EXTENDED ENTERPRISE ZONE BENEFI	TS FOR A FOURTH AND FIFTH YEAR TO
CASCADES TISSUE GROUP-OREGON CO	ONVERTING, A DIVISION OF CASCADES
HOLDING U.S. INC (CASCADES), LOCA	TED IN THE SOUTH COLUMBIA COUNTY
ENTERPRISE ZONE.	
WHEDEAS the South Columbia Course	to Entomoles 7 1 (O) 1

WHEREAS, the South Columbia County Enterprise Zone has six (6) sub-area cosponsors, 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 offering economic incentives through property tax relieve to businesses and industries providing capital investments resulting in job growth; and

WHEREAS, Cascades is located at 52960 West Lane Road, Scappoose, Oregon 97056 and has made an application to extend the three year property tax abatement by two years for a total of five years; and

WHEREAS, the Cascades proposes to invest \$53,640,00 in enterprise zone qualified property at their manufacturing operations located in Scappoose, Oregon and St. Helens, Oregon resulting in the creation of a minimum of seven-one (71) new jobs within the South Columbia County Enterprise Zone; and

WHEREAS, Cascades is required to pay employee wages and benefits at a rate of not less than 150% of the Average Annual Covered Payroll which is \$36,897, and that Average Annual Compensation Standard of 150% is \$55,346, and

WHEREAS, the co-sponsors and the zone manager of the South Columbia County Enterprise have reviewed the application and agree that the proposed investment is consistent with the Enterprise Zone Purpose; and

NOW, THEREFORE, BE IT RESOLVED, that the ______ authorizes the two year extension request for a total of five years exemption subject to the terms and conditions set forth in the Extended Enterprise Zone Exemption Agreement hereto attached and incorporated herein by this reference; and

RESOLVED, the South Columbia County Enterprise Zone, upon concurrence of all the other sub-zone sponsors, is authorized to execute the Extended Enterprise Zone Exemption Agreement with Cascades.

PASSED AND ADOPTED by the	on
, 2017.	
Name, Signature and Title	
Attest	
Attest	

i

This Extended Enterprise Zone Exemption Agreement (this "Agreement") is made and entered into by and among the City of St. Helens, Oregon ("St. Helens"), the City of Columbia City, Oregon ("Columbia City"), the City of Scappoose, Oregon ("Scappoose") Port of St. Helens ("Port"), the City of Vernonia ("Vernonia") and Columbia County, Oregon ("Columbia"), as zone sponsors of the South Columbia County Enterprise Zone, and CASCADES TISSUE GROUP – OREGON CONVERTING, a division of Cascades Holding US Inc. ("the Firm"). St. Helens, Scappoose, Port, Columbia City, Vernonia and Columbia County are sometimes referred to collectively as the "Zone Sponsor," and the "Zone Sponsor" and the "Firm" are sometimes referred to individually as the "Party" and/or collectively as the "Parties."

RECITALS

WHEREAS, the Oregon Legislative Assembly has adopted ORS Chapter 285C creating provisions for the establishment and operation of Enterprise Zones. ORS 285C.175 provides that the qualified property of a qualified business firm shall be exempt from ad valorem property taxation under certain circumstances. ORS 285C.180 describes what kinds of property are qualified for the tax exemption provided under ORS 285C.175. ORS 285C.135 describes what kind of business firm is qualified to receive a property tax exemption under ORS 285C.175 for its qualified property; and

WHEREAS, pursuant to ORS 285C.175, the tax exemption shall apply to the first tax year for which, as of January 1 preceding the tax year, the qualified Property is in service. The exemption shall continue for the two succeeding assessment years if the property continues to be owned or leased by the qualified business firm and located in the Enterprise Zone; and

WHEREAS, pursuant to ORS 285C.160, the tax exemption, may be extended up total of five consecutive assessment years, i.e. an additional two years, if the qualified business firm agrees with the sponsor of the Enterprise Zone in writing at the time of pre-certification:

- (a) To annually compensate all new employees hired by the firm at an average rate of not less than 150 percent of the county's average annual wage until the end of the tax exemption period, as determined at the time of authorization. If the Zone is in more than one county, the county with the highest average annual wage shall be used; and
- (b) To meet any additional requirements which the Zone Sponsor may reasonably request; and

WHEREAS, the Firm has agreed that the Firm's property, which is located within the Enterprise Zone, will be developed as a paper converting facility and that the Firm's proposed investment is expected to provide new full-time jobs within the Enterprise Zone. The commitment made by the Firm under term (a) above, and in Section 2.4, below, is given to assure that the average annual compensation paid to all New Employees, as defined in Section 2.4 below, who work at the new facility during the exemption period shall not be less than 150 percent of the most recent average annual wage paid in Columbia County available from the

Oregon Employment Department at the time that the Firm's application for precertification is approved under the Oregon Revised Statutes; and

WHEREAS, the Oregon Business Development Department has adopted Chapter 123, Division 674 of the Oregon Administrative Rules (OAR), to administer the statutory provisions regarding Enterprise Zones; and

WHEREAS, the South Columbia County Enterprise Zone is a non-urban Enterprise Zone and pursuant to ORS Chapter 285C, the Zone Sponsor wishes to offer the Firm the extended tax exemption provided by ORS 285C.175(2)(b) in exchange for the Firm's location of qualified property within the Enterprise Zone.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. ZONE SPONSOR'S AGREEMENTS.

- 1.1 <u>Approval of Authorization Application.</u> Upon timely submission of the Firm's claim for authorization as provided by ORS 285C.220 and paragraph 2.1 below, the Zone Sponsor agrees to approve the application if the Zone Sponsor determines that the Firm is eligible under ORS 285C.135 and that the Firm has committed to meet the requirements of ORS 285C.200.
- 1.2 Approval of Tax Exemption Claim. Upon timely submission of the Firm's claim for tax exemption as provided by ORS 285C.220, and paragraph 2.2, below, the Columbia County Assessor shall determine whether the property for which the tax exemption is sought satisfies the requirements of ORS Chapter 285C. That determination is beyond the authority of the Zone Sponsor. However, the Zone Sponsor agrees that the three year tax exemption provided for by ORS 285C.175 shall remain in effect if the Firm remains in compliance with the other requirements for Enterprise Zones under ORS Chapter 285C and OAR Chapter 123, Division 674. Nothing in this Agreement shall modify or infringe on the regular three-year exemption or the requirements thereof.
- Sponsor agrees to extend the period of property tax abatement or exemption by two additional years to a total of five consecutive assessment years, subject to compliance with paragraph 2.4 below and the other requirements for Enterprise Zones under ORS Chapter 285C and OAR Chapter 123, Division 674. The Firm may separately apply for the extended five-year exemption for different portions of qualified property in the Zone that are covered by a single authorization as such portion becomes eligible for exemption pursuant to OAR 123-674-6200, and 123-674-6300.
- 1.4 <u>Additional Requirements.</u> The Zone Sponsor requires the following additional community benefit investments to qualify for the additional two years of property tax abatement:

• \$87,751.25 per year for five consecutive years payable to the Columbia County Economic Team beginning on April 1, 2017. The amount is Betterment Contribution based upon 10% of annual property tax of \$877,512.50.

2. THE FIRM'S AGREEMENTS.

- 2.1 <u>Application for Authorization.</u> The Firm agrees to file an application for authorization pursuant to ORS 285C.140 following adoption of this Agreement.
- 2.2 <u>Notices.</u> The Firm agrees to provide and, if necessary, file applicable notices, statements, claims or reports required by ORS Chapter 285C or OAR Chapter 123, Division 674 and shall file all claims or reports as required by ORS 285C.220.
- 2.3 <u>County Average Annual Wage.</u> As required by ORS 285C.160, the Firm agrees to annually compensate all new employees, as that term is used in ORS 285C.050(13), hired by the Firm at an average rate of not less than 150 Percent (150%) of the County Average Annual Wage until the end of the tax exemption period.
- 2.3.1 Pursuant to OAR 123-574-0600, to qualify for the additional one or two years of an enterprise zone exemption, all of the eligible business Firm's Affected Employees, as that term is defined by OAR 123-674-0600(4), must on average receive Compensation, as that term is defined by OAR 123-674-0600(1), of not less than 150 percent of the County Average Annual Wage, as that term is defined by OAR 123-674-0100(5) during each year throughout the exemption's first three years and the additional one or two years. The firm agrees to maintain an average wage and benefits package of \$ 55,346 per year for the five years of exemption.
- 2.3.2 "County Average Annual Wage" is defined by OAR 123-674-0100(5) and OAR 123-674-0600 and is based on the time the application is approved, and is fixed during the entire exemption period.
- 2.3.3 "New Employees" include only employees working at jobs filled for the first time after the application for precertification is filed but prior to December 31 following the first full year of the initial exemption year and performed primarily within the current boundaries of the Zone. "New Employees" include only full-time, year-round, and non-temporary employees engaged a majority of their time in the Firm's eligible operations pursuant to ORS 285C.050(13), whether such employees are leased, contracted for, or otherwise obtained through an external agency or are employed directly by the Firm.
- 2.4 <u>Election to Forego.</u> The Firm shall have the right to elect to forego the extension of the term for two additional years by delivery of written notice of such election to the Zone Sponsor and Columbia County Assessor prior to expiration of the initial three year term, and upon delivery of said notice, this Agreement and the Firm's rights and obligations hereunder shall terminate, except that nothing in this Agreement shall modify or infringe on the regular three-year exemption or of the requirements thereof.

- 3. AUTHORIZATION. The Zone Sponsors have authorized and directed the Executive Director of CCET as Zone Manager to execute this Agreement pursuant to OAR 123-674-0700.
- 4. COUNTERPARTS. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals. A signature sent and received by facsimile or a scanned signature sent by e-mail shall have the same effect as an original signature.
- 5. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, written or oral, between the Parties with respect to such subject matters.

IN WITNESS WHEREOF, the Parties ha of, 201, which shall be kn	own as the "effective date" of the Agreement.
SOUTH COLUMBIA COUNTY ENTERPRISE ZONE ENTERPRISE ZONE	CASCADES, INC.
By: Chuck Daughtry Zone Manager	By:

Communications Report

October to December 2016 Second Quarter – FY 2016-17



Prepared by Crystal Farnsworth January 10, 2017

Workload Indicators

	Press Releases	Posts to Facebook	Posts to Twitter	Instagram	Gazette	e-Newsletter	Radio Spot	Media Advisory
October 2016	1	29	22	8		1	1	
November 2016	2	17	14	1	1	1		
December 2016	1	22	15	1		1	1	
Γotals	4	68	51	10	1	3	2	(

	Tota	al Hours W	orked by C	ategory				
Category	e- Newsletter	Gazette	Press Release	Emerg. Mgmt.	Social Media	Photography	Miscellaneous*	Total
Hours	16	22.5	3.75	4.5	17.13	11	59	133.88

^{**}Includes projects that do not fall under the standard list of duties, such as coordination with League of Oregon Cities to have tourism events featured in publication, photography, giving a Communications presentation, correcting community event calendar info in local paper, etc.

Department Allocations

Total Hours W Department	
Administration	3.25
ACC	1.75
City Council	9.5
Communications	54.23
Emerg. Mgmt.	4.24
Library	3.66
Police	7.5
Public Works	0.5
Tourism	49.25
Total Hours	133.88

^{*}Category includes projects worked on for all departments, such as Gazette and e-Newsletter

Facebook Stats

Followers as of June 30, 2014: 2,769

Followers as of September 24, 2014: 2,862

Followers as of December 30, 2014: 3,042

Followers as of March 31, 2015: 2,991*

Followers as of June 30, 2015: 3,146

Followers as of September 30, 2015: 3,491

Followers as of December 31, 2015: 5,178

Followers as of March 31, 2016: 5,486

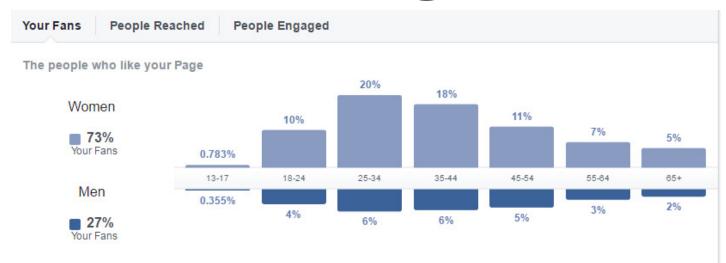
Followers as of June 30, 2016: 5,740

Followers as of September 30, 2016: 6,270

Followers as of December 31, 2016: 6,747

*On March 5, 2015, Facebook notified business pages that they were changing a Page's like counts which resulted in a dip in total page likes

Facebook Stats: Insights



Country	Your Fans
United States of America	6,474
United Kingdom	48
Canada	32
Germany	15
Mexico	13
Brazil	12
India	11
Pakistan	8
Italy	7

City	Your Fans
Saint Helens, OR	1,734
Portland, OR	405
Scappoose, OR	340
Vancouver, WA	157
Columbia City, OR	143
Warren, OR	128
Beaverton, OR	121
Rainier, OR	110
Deer Island, OR	91

Language	Your Fans
English (US)	6,374
English (UK)	247
Spanish	36
French (France)	14
Arabic	12
Thai	10
German	8
Vietnamese	7
Portuguese (Brazil)	7

Twitter

Followers

As of March 31, 2014: 431

As of June 30, 2014: 463

As of Sept. 24, 2014: 482

As of Dec. 30, 2014: 506

As of March 31, 2015: 537

As of June 30, 2015: 540

As of Sept. 30, 2015: 670

As of Dec. 31, 2015: 756

As of March 31, 2016: 820

As of June 30, 2016: 883

As of September 30, 2016: 974

As of December 31, 2016: 1,055

Your Tweets earned 16.3K impressions over this 28 day period



Media Overview

- Online
- Social Media
- Print
- **TV**
- Radio
- Requests





Media Overview

- Online
 - ABC News, Travel Portland, KATU, KGW, Fox 12, The Oregonian, Country Living, Roadside America, Inquisitr, Willamette Valley Life, The Huffington Post, Entertainment Weekly, Bustle, US Weekly Magazine, KVAL Eugene, Travel + Leisure, BuzzFeed, Cosmopolitan, MTV, Seventeen, Good Housekeeping, Disney Examiner, Hollywood.com....





KATU On Your Side























Media Overview

- Online
 - ...E! News, Movie Pilot, Now This Entertainment, Hollywood.com, Delish, That Oregon Life, House Beautiful Magazine, Real Simple Magazine, AOL Entertainment, NBC Washington, Simplemost, NBC New York, Mix 93.1 KTYL (Texas)







You Can Now Visit The Real Halloweentown

Grab your broomsticks, witches - you can visit...







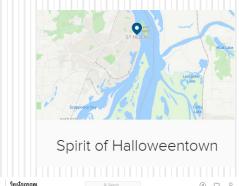




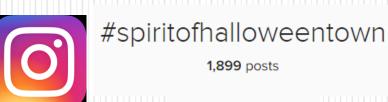


Media Overview

- Social Media
 - Instagram
 - Facebook
 - Twitter
 - Snapchat







#sthelensor









9:35 PM







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bestoforegon



mike_likes_to_hike, inglorioushikers and 3,869



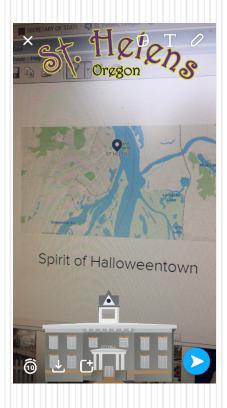




Media Overview

- Social Media
 - Instagram
 - Facebook
 - Twitter
 - Snapchat









Media Overview

- Social Media
 - Instagram
 - Facebook
 - Twitter
 - Snapchat

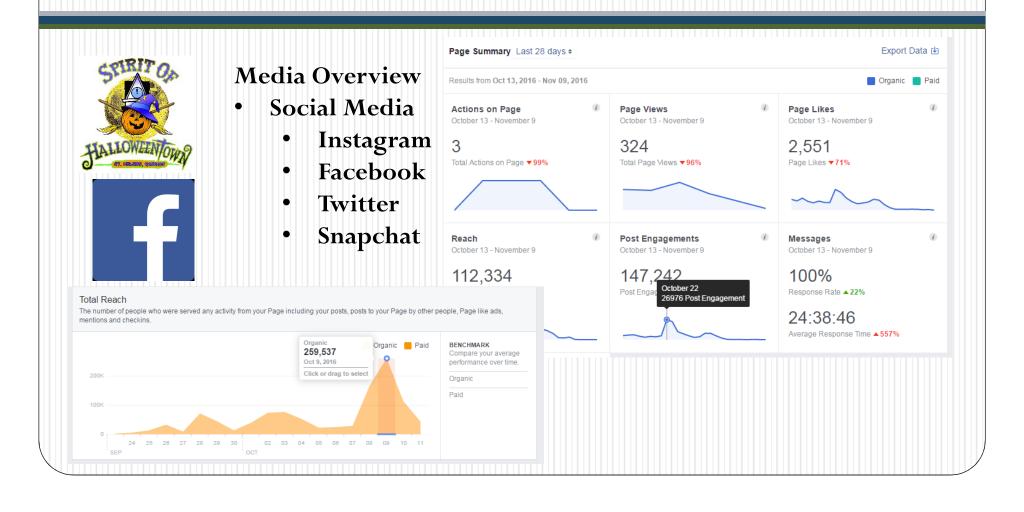




@Halloweentown.OR



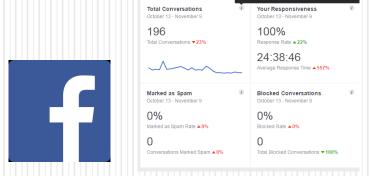
Total Page Likes as of Today: 51,352





Media Overview

- Social Media
 - Instagram
 - Facebook
 - Twitter
 - Snapchat



Last 28 days ▼

10/22/2016 11:08 am	St. Helens' Annual Cake Decora ting Competition! The votes are i	□	0	11.8K	4.9K 1K
10/19/2016 2:24 pm	We are going to have a lot of traffic this weekend from the respon	<u>_</u>	0	7.8K	1K 107
10/19/2016 2:07 pm	You asked for it - so here it is. 1 Hour Only Time Available. http	S	0	5.7K	263 92
10/18/2016 10:43 am	There are lots of things happeni ng this weekend in St.Helens wi	6	0	5.2K	230 89
10/14/2016 5:15 pm	Spirit of Halloweentown shared Cheryl Lyn Mallonée's post.	6	0	3.5K	228 15
10/14/2016 5:13 pm	***** IMPORTANT****** agenda and what's going on at http://ww	S	∆⊘	5.3K	225 65
10/14/2016 8:47 am	*****IMPORTANT****** SPIRIT OF HALLOWEENTOWN EVENT	-	∆⊘	12.5K	1.4K 244
10/12/2016 5:08 pm	October 8th photo op links can b e found in the event detail infor	S	∆⊘	1.3K	71 4
10/12/2016 4:48 pm	This weekend there is lots going on - rain or shine. Tours, Haunte	Б	0	3.4K	103 10







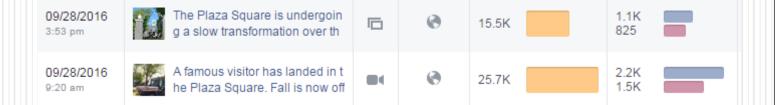
Helens

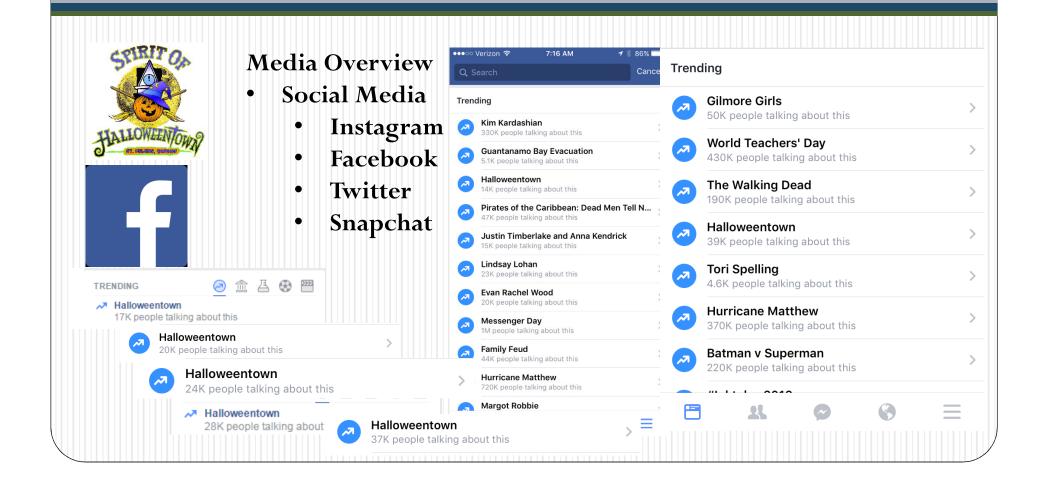
@cityofsthelens

Media Overview

- Social Media
 - Instagram
 - Facebook
 - Twitter
 - Snapchat





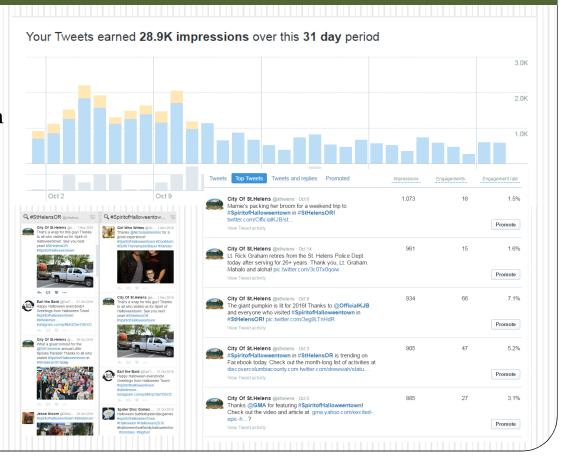




Media Overview

- Social Media
 - Instagram
 - Facebook
 - Twitter
 - Snapchat







Media Overview

- Print
 - The Oregonian, The Chronicle, The Spotlight, Disney magazine, Alaska Airlines Travel Mag
- 'Halloweentown' lives in St. Helens: know











A parade featuring Halloween-themed floats and costumed participants throwing candy to the crowd moved through downtown St. Helens. Spirit of Halloweentown, a festival that runs the length of the month of October in St. Helens, OR, began the night of Saturday

Alaska Airlines Magazine







Media Overview

- Television
 - KGW
 - Fox 12



St. Helens embraces the growing 'Halloweentown' craze





Media Overview

- Radio
 - Two KOHI City Talk episodes
 - Travel Safety Message on Bicoastal Media (Longview/Kelso area: Rocket 107, The Peak 98.3, Magic 94.5, Now Country, am1400 KEDO)
 - 105.1 The Buzz
 - 98.7 AMP Radio (CBS Radio)
 - KXL Radio Classic cars

Media Overview

- Requests
 - ABC/Good Morning America
 - Huffington Post
 - Noah Tv
 - KXL Radio, Test Miles Show
 - The Spotlight
 - The Chronicle
 - Alpha Media
 - Burgerville Billboard
 - KVAL-TV
 - Fox 12 News
 - KGW News



Activity Highlights

• Spirit of Halloweentown: Communications & Emergency Management/ICP

• Extreme weather alerts: October rain/wind, December snow, City

closures, Hudson route delays

Winter Gazette

• KOHI City Talks

• Donut Day, Tree Lighting, Christmas Ships

• K-9 Ryder



On the Horizon

- Spring Gazette
- Library Conversation Projects
- Police Cocoa with a Cop Event
- KOHI City Talk
- Continued winter weather alerts
- Waterfront Redevelopment



CITY OF ST. HELENS PLANNING DEPARTMENT

MEMORANDUM

TO: City Council

FROM: Jacob A. Graichen, AICP, City Planner RE: Use of RV's for medical hardship

DATE: January 9, 2017

This issue came up recently, again. Again? Yes, this was discussed and considered in 2015, but failed to be adopted in the code.

As part of the City's 2015 code amendments pertaining to residential use in the Houlton Business District and RVs (file ZA.2.15), staff included a proposal to include the use of RVs for living purposes as part of a medical hardship, where an RV could be allowed to be occupied on a developed residential property for the purpose of caring for a relative.

Such language can be found in codes, especially county ones. St. Helens' code has such allowance under its Temporary Use Chapter but only for a mobile/manufactured home.

At their September 2015 public hearing, the Planning Commission rejected this amendment. Concerns included: how many people could live in an RV, an existing proliferation of RVs parked on small lots where they barely fit in the driveway or yard, plumbing and cooking facilities, and concern over potential outcomes of allowing this since RVs are being used as homes in many places already.

The Council considered the same code amendments on September 16, 2015 and was also not comfortable adopting them given the concerns of the Commission.

Does the council want to staff to explore this issue again as part of a future batch of code amendments?

Attached is a July 2015 memo to the Commission as part of the discussion that year. It's basically the current code with some notations.

Should RV's be added as a temporary use in the section below, given the ZA.2.15 proposal? July 28, 2015

17.116.060 Temporary use – Unforeseen/emergency situations.

- (1) Definitions. This type of temporary use is a use which is needed because of an unforeseen event such as fire, windstorm or flood, unexpected health or economic hardship, or due to an eviction resulting from condemnation or other proceedings.
 - (2) Types of Use Permitted.
- (a) A mobile home or other temporary structure for a residential purpose in a residential zone;
- (b) A mobile home or other temporary structure for a business purpose in a commercial or industrial zone; and
- (c) Use of an existing dwelling or mobile or manufactured home during the construction period of a new residence on the same lot.
 - (3) Approval Criteria.
- (a) Approval or approval with conditions shall be based on findings that one or more of the following criteria are satisfied:
- (i) The need for use is the direct result of a casualty loss such as fire, windstorm, flood or other severe damage by the elements to a preexisting structure or facility previously occupied by the applicant on the premises for which the permit is sought;
- (ii) The use of a mobile or manufactured home on a lot with an existing dwelling unit is necessary to provide adequate and immediate health care for a relative who needs close attention who would otherwise be required to receive needed attention from a hospital or care facility;
- (iii) The applicant has been evicted within 60 days of the date of the application from a preexisting occupancy of the premises for which the permit is sought as a result of condemnation proceedings by a public authority, or eviction by abatement of nuisance proceedings, or by determination of a public body or court having jurisdiction that the continued occupancy of the facilities previously occupied constitutes a nuisance or is unsafe for continued use; or
- (iv) There has been a loss of leasehold occupancy rights by the applicant due to unforeseeable circumstances or other hardship beyond the foresight and control of the applicant:
- (b) In addition to the criteria listed in subsection (3)(a) of this section, all of the following must be satisfied:
- (i) There exists adequate and safe ingress and egress when combined with the other uses of the property, as required by Chapter <u>17.84</u> SHMC, Access, Egress, and Circulation; and Chapter <u>17.76</u> SHMC, Visual Clearance Areas;
- (ii) There exists adequate parking for the customers of the temporary use as required by Chapter 17.80 SHMC, Off-Street Parking and Loading Requirements;
 - (iii) The use will not result in congestion on adequate streets;
 - (iv) The use will pose no hazard to pedestrians in the area of the use:
- (v) The use will not create adverse off-site impacts including noise, odors, vibrations, glare or lights which will affect adjoining use in a manner which other use allowed outright in the zone would not affect adjoining use; and
- (vi) The use can be adequately served by sewer or septic system and water, if applicable.

ANTED DECTCIP'S NOTE FOR MEDICAL (add to standards)

DIZ.

St. Helens Budget Calendar for FY 2017-18

<u>DATE</u>	<u>DAY</u>	DESCRIPTION
01/09/17	Mon	Year End Projections to Department Heads
01/16/17	Mon	Salary/Benefit Projections for 17/18 - Handout to Dept Heads
01/23/17	Mon	Year End Projections DUE
02/01/17	Wed	CIP Proposed Projects DUE (additions to CIP)
02/01/17	Wed	Salary/Benefit Projections DUE
02/06/17	Mon	Handout Department Budgets
02/16/17	Thurs	Informational Budget Committee Meeting
02/20/17	Mon	Department Budgets DUE
03/01/17	Wed	Begin Internal Review with City Admin and Department Manager
03/16/17	Thurs	Informational Budget Committee Meeting
03/27/17	Mon	Budget Officer Publishes FIRST Notice of Budget Committee Meeting
04/17/17	Mon	Budget Officer Publishes SECOND Notice of Budget Committee Meeting
04/17/17	Thurs	Proposed Budget Distributed to Budget Committee
05/04/17	Thurs	Budget Committee Meeting (1st)
05/11/17	Thurs	Budget Committee Meeting (2nd)
05/25/17	Thurs	Budget Committee Meeting (3rd if necessary)
06/07/17	Wed	City Council holds Public Budget Hearings: Adopting Budget; Making Appropriations; Levying Taxes
06/26/17	Mon	Tax Levy Certified to County Assessor

During the fiscal year, there are usually a few supplemental budgets mostly for receipt of unexpected funds. In June, there is usually a contingency transfer to adjust budget amounts for any unforeseen expenses/revenue items.

Supplemental budgets may go through a public process with public notices in local newspapers and council agendas. Expenditure of some unexpected funds do not require a formal supplemental process but require the council to appropriate expenditure of the funds prior to them being spent.

Navigate using Bookmarks or by clicking on an agenda item.



OREGON SHORT TERM FUND BOARD

350 WINTER STREET NE, SUITE 100 SALEM, OREGON 97310-0840 (503) 378-4633 FAX (503) 373-1179

OREGON SHORT TERM FUND BOARD

December 28, 2016

City Councilors
City of St. Helens
City Hall
265 Strand Street
P.O. Box 278
St. Helens, OR 97051

Subject: City of St. Helens' Investment Policy Review on October 13, 2016

Dear Council Members,

The City of St. Helens' investment policy was submitted by Mr. Matt Brown to the Oregon Short Term Fund ("OSTF") Board (the "Board") for review.

The OSTF Board's statutory obligation is to "review and comment to the governing body" (ORS 294.135(a)) on the written investment policy submitted to the Board. To assist in the policy revision process, the Board developed a model policy laying out the elements that it believes are important in policies. These are also the elements against which submitted policies are reviewed. As part of the local government investment policy review process, resources of the Office of the State Treasurer's staff are provided to assist as needed on policy revisions or development.

The Oregon Short Term Fund Board reviewed the City of St. Helens' (the "City") investment policy at the OSTF Board meeting on October 13, 2016, and the Board is pleased to inform you that the statutory policy review requirement has been satisfied.

During the review, the OSTF Board offered the following comments:

- Page 1, Section I The City name needs to be listed where "[Local Government]" is included in the paragraph.
- Page 6, Section IV The maximum holdings is higher than the model policy. Per Mr. Brown, they
 went through the sample policy and are not opposed to lowering the maximum holdings if the
 Board recommends it. It was recommended that the City adjust its maximum holdings to 33% per
 the sample policy, but it was noted that it was not required.
- It is recommended that the City verify that TBI qualifies under the investment advisor qualifications.

Should any member of the City of St. Helens' City Council wish to discuss the policy, please call Angela Schaffers at the Office of the State Treasurer at (503) 431-7900.

Sincerely

Douglas F. Goe

Oregon Short Term Fund Board Chair

(503) 943-4810

cc: Randy Peterson, Mayor

Doug Morten, Council President Keith Locke, City Councilor

Susan Conn, City Councilor Ginny Carlson, City Councilor

Matt Brown, Finance Director, City of St. Helens

Mr. Tom Lofton, Oregon State Treasury

CITY OF ST. HELENS INVESTMENT POLICY

I. Purpose

This Investment Policy defines the parameters within which funds are to be invested by the City of St. Helens ("the City"). The City is a local municipal government whose purpose is to service the residents of the City of St. Helens. This policy also formalizes the framework, pursuant to ORS 294.135, for the City of St. Helen's investment activities to ensure effective and judicious management of funds within the scope of this policy.

These guidelines are intended to be broad enough to allow designated investment staff to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

II. Governing Authority

The City's investment program shall be operated in conformance with Oregon Revised Statutes and applicable federal law. Specifically, this investment policy is written in conformance with ORS 294.035; 294.040; 294.052; 294.135; 294.145; and 294.810. All funds within the scope of this policy are subject to laws established by the state of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

III. Scope

This policy applies to activities of the City with regard to investing the financial assets of all funds. Funds managed by the City that are governed by other investment policies are excluded from this policy; however, all funds are subject to Oregon Law. The amount of funds falling within the scope of this policy over the next three years is expected to range between \$1 million and \$5 million.

IV. General Objectives

The primary objectives, in priority order, of investment activities shall be:

- **1. Preservation of Invested Capital**. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal is to mitigate credit risk and interest rate risk.
- 2. Liquidity. The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated operating requirements. Furthermore, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in the Oregon Short Term Fund which offers next-day liquidity. Where possible and prudent, the portfolio should be structured so that investments mature concurrent with anticipated demands.
- 3. Return. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the safety and liquidity needs of the portfolio. Although return consists of both principal return (gains and losses due to market value fluctuations) and income return (yield), this policy discourages active trading and turnover of investments. Investments should generally be held to maturity.

V. Standards of Care

1. Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported and appropriate action is taken to control adverse developments within a timely fashion as defined in this policy.

The "prudent person" standard states:

"Investments shall be made with judgment and care, under circumstances thenprevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Disclosure shall be made to the governing body. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City. Officers and employees shall, at all times, comply with the State of Oregon Government Standards and Practices code of ethics set forth in ORS Chapter 244.

3. Delegation of Authority and Responsibilities

i. Governing Body

The City Council will retain ultimate fiduciary responsibility for invested funds. The governing body will receive reports, pursuant to, and with sufficient detail to comply with ORS 294.085 and 294.155.

ii. Delegation of Authority

Authority to manage investments within the scope of this policy and operate the investment program in accordance with established written procedures and internal controls is granted to the Finance Director, hereinafter referred to as Investment Officer, and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810.

No person may engage in an investment transaction except as provided underthe terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

iii. Investment Municipal Advisor

The City Council may engage the services of one or more external investment managers to assist in the management of the entity's investment portfolio in a manner consistent with this investment policy. Investment advisers may be hired on a non-discretionary basis. All investment transactions by approved investment advisers must be pre-approved in writing by the Investment Officer and compliant with this Investment Policy. If the City hires an investment adviser to provide investment management services, the adviser is authorized to transact with its direct dealer relationships on behalf of the City.

VI. Transaction Counterparties, Investment Advisors, and Depositories

1. Broker/Dealers

The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives.

The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

- i. Broker/Dealer firms must meet the following minimum criteria:
 - **A.** Be registered with the Securities and Exchange Commission (SEC)
 - **B.** Be registered with the Financial Industry Regulatory Authority (FINRA)
 - **C.** Provide most recent audited financials
 - **D.** Provide FINRA Focus Report filings
- ii. Approved broker/dealer employees who execute transactions with the City must meet the following minimum criteria:

- **A.** Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
- **B.** Be licensed by the state of Oregon;
- **C.** Provide certification (in writing) of having read; understood; and agreed to comply with the most current version of this investment policy.
- **iii.** The Investment Officer may want to establish policy for engaging broker/dealer firms and registered representatives that are more restrictive than states in this policy. Additional requisites or due diligence items may include:
 - **A.** Positive references from at least three other local government clients.
 - **B.** As part of the periodic due diligence review, inquiries with other local government clients with regard to their recent experiences with broker/dealer firms or registered representatives and any change in relationship status.
 - **C.** Requirement that approved registered representatives provide notification within 30 days of any formal investigations or disciplinary actions initiated by federal or state regulators.
 - **D.** Requirement that prospective registered representatives have an established history of advising local governments with similar amounts of assets under management.
- iv. Periodic (at least annual) review of all authorized broker/dealers and their respective authorized registered representatives will be conducted by the Investment Officer. Factors to consider would be:
 - **A.** Pending investigations by securities regulators
 - **B.** Significant changes in net capital
 - **C.** Pending customer arbitration cases
 - **D.** Regulatory enforcement actions

2. Direct Issuers

Obligations that are permitted for purchase by this policy may be purchased directly from the issuer.

3. Investment Advisers

A list will be maintained of approved advisers selected by conducting a process of due diligence.

- i. The Following items are required for all approved Investment Advisers:
 - A. The investment adviser firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon (Note: Investment adviser firms with assets under management > \$100 million must be registered with the SEC, otherwise the firm must be licensed by the state of Oregon.
 - **B.** All investment adviser firm representatives conducting investment transactions on behalf of the City must be registered representatives with FINRA
 - **C.** All investment adviser firm representatives conducting investment transactions on behalf of the City must be licensed by the state of Oregon.
 - **D.** Certification, by all of the adviser representatives conducting investment transactions on behalf of this entity, of having read, understood and agreed to comply with this investment policy.
- **ii.** A periodic (at least annual) review of all investment advisers under contract will be conducted by the Investment Officer to determine their continued eligibility within the portfolio guidelines. Factors to consider would be:
 - **A.** Pending investigations by securities regulators
 - **B.** Significant changes in net capital
 - **C.** Pending customer arbitration cases
 - **D.** Regulatory enforcement actions
- **iii.** The Investment Officer may want to establish guidelines or policy for engaging investment advisers' services that are more restrictive than stated in this policy. Additional requisites or due diligence items may include:
 - **A.** Positive references from at least three other local government clients of a prospective investment adviser firm.
 - **B.** As part of the periodic due diligence review, inquiries with other local government clients of approved investment advisers with regard to their recent experiences with the adviser and any change in the relationship status.

- **C.** Requirement that approved investment advisers provide notification within 30 days of a relationship termination by an Oregon based local government.
- **D.** Requirement that approved investment adviser provide notification within 30 days of any formal investigations or disciplinary actions initiated by federal or state regulators.
- **E.** Requirement that prospective investment advisers have an established history of advising local governments with similar amounts of assets under management.

4. Depositories

All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295.

5. Competitive Transactions

- i. The Investment Officer shall obtain and document competitive bid information on all investments purchased or sold in the secondary market. Competitive bids or offers should be obtained, when possible, from at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.
- ii. In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, then the Investment Officer shall document quotations for comparable or alternative securities.
- iii. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities as the same original issue price. However, the Investment Officer is encouraged to document quotations on comparable securities.
- **iv.** If an investment adviser provides investment management services, the adviser must retain documentation of competitive pricing execution on each transaction and provide upon request.

VII. Administration and Operations

1. Delivery vs Payment

All trades are marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds.

2. Third-Party Safekeeping

Securities will be held by an independent third-party safekeeping institution selected by the City. All securities will be evidenced by safekeeping receipts in the City name. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16.

3. Internal Controls

The Investment Officer and City Council are jointly responsible for establishing and maintaining an adequate internal control structure designed to reasonably assure that invested funds are invested within the parameters of this Investment Policy and, protected from loss, theft, or misuse. Specifics for the internal control shall be documented in writing. The established control structure shall be reviewed and updated periodically by the City Council.

The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgements by management. The internal controls shall address the following points at a minimum:

- i. Compliance with Investment Policy
- ii. Control of collusion
- iii. Separation of transaction authority from accounting and record keeping
- iv. Custodial safekeeping
- **v.** Avoidance of physical delivery of securities whenever possible and address control requirements for physical verifiable electronic form
- vi. Clear delegation of authority to subordinate staff members
- **vii.** Confirmation of transactions for investments and wire transfers in written or digitally verifiable electronic form
- viii. Dual authorizations of wire and automated clearing house (ACH) transfers

- ix. Staff training
- x. Review, maintenance and monitoring of security procedures both manual and automated
- 4. An external auditor shall provide an annual independent review to assure compliance with Oregon state law and the City's policies and procedures.

VIII. Suitable and Authorized Investments

1. Permitted Investments

The following investments are permitted pursuant to ORS 294.035, 294.040, and ORS 294.810. (Note: Permitted investments may be more restrictive than ORS 294.035 and 294.810).

- US Treasury Obligations: U.S. Treasury and other government obligations that carry the full faith and credit guarantee of the United States for the timely payment of principal and interest.
- US Agency Obligations: Senior debenture obligations of U.S. federal agencies and instrumentalities or U.S. government sponsored enterprises (GSE).
- Oregon Short Term Fund
- Corporate Indebtedness
 - Commercial Paper issued under the authority of section 3(a)2 or 3(a)3 of the Securities Act of 1933.
 - Corporate Bonds
- Repurchase Agreements
- Municipal Debt
 - Lawfully issued debt obligations of the agencies and instrumentalities of the State of Oregon and its political subdivisions. Lawfully issued debt obligations of the States of California, Idaho, and Washington and the political subdivisions of those states.
- Bankers Acceptances
- Qualified Institution Time Deposits/Savings Accounts/Certificates of Deposit

2. Approval of Permitted Investments

If additional types of securities are considered for investment, pre Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by the City.

3. Prohibited Investments

i. Private Placement or "144A" Securities

Private placement or "144A" Securities are not allowed. For purposes of the policy, SEC Rule 144A securities are defined to include commercial paper privately placed under section 4(a)(2) of the Securities Act of 1933.

ii. US Agency Mortgage-backed Securities

US Agency mortgage-backed securities such as those securities issued by FNMA and FHLMC are not allowed.

iii. Securities Lending

The City shall not lend securities nor directly participate in a securities lending program

4. Demand Deposits and Time Deposits

- i. All demand deposits and time deposits (Examples of time deposits are: certificates of deposit and savings accounts) shall be held in qualified Oregon depositories in accordance with ORS Chapter 295.
- ii. Demand deposits in qualified depository institutions are considered cash vehicles are not investments and are therefore outside the scope of restrictions of this policy. Pursuant to ORS 294.035(3)(d), time deposits, certificates of deposit and savings accounts are considered investments and within the scope of this policy.

5. Repurchase Agreements

i. ORS 294.035 (3)(j) requires repurchase agreement collateral to be limited in maturity to three years and priced according to percentages prescribed by written policy of the Oregon Investment Council or the Oregon Short Term Fund Board.

- ii. ORS 294.035 (2) limits the maximum term of any repurchase agreement to 90 days.
- iii. The OSTF Board has adopted the following margins:
 - **A.** US Treasury Securities: 102%
 - **B.** US Agency Discount and Coupon Securities: 102%
 - **C.** Mortgage Backed and Other*: 103%
 - *Limited to those securities described in ORS 294.035(1)

IX. Investment Parameters

1. Credit Risk

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. Credit risk will be mitigated by the following guidelines:

i. Diversification

It is the policy of the City to diversify its investments. Where appropriate, exposures will be limited by security type; maturity; issuance; issuer, and security type, Allowed security types and Investment exposure limitations are detailed in the table below.

ii. Recognized Credit Ratings

Investments must have a rating from at least one of the following nationally recognized statistical ratings organizations (NRSRO): Moody's Investors Service; Standard and Poor's; and Fitch Ratings Service as detailed in the table below. Ratings used to apply the guidelines below should be investment level ratings and not issuer level ratings.

iii. Portfolio Average Credit Rating

The minimum weighted average credit rating of the portfolio's rated investments shall be Aa/AA/AA by Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service respectively.

iv. Exposure Constraints and Minimum Investment Credit Ratings

The following table limits exposures among investments permitted by this policy.

ISSUE TYPE	MAXIMUM % HOLDINGS	MINIMUM RATINGS Moody's / S&P / Fitch
US Treasury Obligations	100%	-
US Agency Securities	100%	-
 Per Agency (Senior Obligations Only) 	50%	-
Oregon Short Term Fund	Maximum allowed	-
	per ORS 294.810	
Banker's Acceptances	25% *	A1+ / P1 / F1+
Time Deposits/Savings	50%	-
Accounts/Certifications of Deposit **		
- Per Institution	25%	-
Repurchase Agreements	5%	-
Corporate Debt (Total)	15% ***	-
Corporate Commercial Paper	15% ***	-
Per Issuer	2.5% ****	A1 / P1 / F1
Corporate Bonds	10% ***	-
Per Issuer	2.5% ****	Aa / AA / AA
Municipal Debt (Total)	10%	-
Municipal Commercial Paper	10%	A1 / P1 / F1
Municipal Bonds	10%	Aa / AA / AA

^{* 25%} Maximum per ORS 294.035(D)

^{**} As Authorized by ORS 294.035(3)(d)

^{*** 35%} Maximum per ORS 294.035(D)

^{**** 5%} Maximum per ORS 294.035(D)

v. Determining a Security's Rating

A single rating will be determined for each investment by utilizing the lowest security level rating available for the security from Standard and Poor's, Moody's Investor Services and Fitch Ratings respectively.

vi. Restriction on Issuers With Prior Default History

Per ORS 294.040, the bonds of issuers listed in ORS 294.035 (3)(a) to (c) may be purchased only if there has been no default in payment of either the principal of or the interest on the obligations of the issuing county, port, school district or city, for a period of five years next preceding the date of the investment.

2. Liquidity Risk

Liquidity risk is the risk that an investment may not be easily marketable or redeemable. The following strategies will be employed to mitigate liquidity risks:

- i. The value of at least 25% of funds available for investing or six months of budgeted operating expenditures will be invested in the Oregon Short Term Fund, with a qualified depository institution, or investments maturing in less than 60 days to provide sufficient liquidity for expected disbursements.
- **ii.** Funds in excess of liquidity requirements are allowed for investments maturing in greater than one year. However, longer-term investments tend to be less liquid than shorter term investments. Portfolio investment maturities will be limited as follows:

Total Portfolio Maturity Constraints:

MATURITY CONSTRAINTS	MINIMUM % OF TOTAL PORTFOLIO
Under 60 Days	25% or six months of Estimated Operating Expenditures
Under 2 Years	50%
Under 5 Years	100%

- **iii.** Reserve or Capital Improvement Project monies may be invested in securities exceeding the maximum term if the maturities of such investments are made to coincide as nearly as practicable with the expected use of funds.
- iv. Larger issuance sizes enhance liquidity as there are likely to be a greater number of investors. Issuance sizes above a minimum amount qualify a corporate or municipal debt bond issuance for index eligibility. Index eligible bonds have a significantly larger investor base which improves liquidity.
- **v.** Limiting investment in a specific debt issuance improves secondary market liquidity by assuring there are other owners of the issuance.

ISSUE TYPE	MAXIMUM % OF ISSUANCE* (PAR)
US Agency Securities	50%
Corporate Debt (Total)	-
Corporate Commercial Paper	100%
Corporate Bonds	25%
Municipal Bonds	25%

3. Interest Rate Risk

Longer-term investments have the potential to achieve higher returns but are also likely to exhibit higher market value volatility due to the changes in the general level of interest rates over the life of the investment(s). Interest rate risk will be mitigated by providing adequate liquidity for short term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. Certain types of securities, including variable rate securities, securities with principal pay-downs prior to maturity, and securities with embedded options, will affect the interest rate risk profile of the

portfolio differently in different interest rate environments. The following strategies will be employed to control and mitigate adverse changes in the market value of the portfolio due to changes in interest rates:

- i. Where feasible and prudent, investment maturities should be matched with expected cash outflows to mitigate market risk.
- **ii.** To the extent feasible, investment maturities not matched with cash outflows, including liquidity investments under one year, should be staggered to mitigate reinvestment risk.
- **iii.** No commitments to buy or sell securities may be made more than 14 days prior to the anticipated settlement date, or receive a fee other than interest for future deliveries.
- iv. The maximum percent of callable securities in the portfolio shall be 50%;
- v. the Maximum stated final maturity of individual securities in the portfolio shall be five years, except as otherwise stated in this policy.
- vi. The maximum portfolio average maturity (measured with stated final maturity) shall be 2.5 years.

X. Investment of Proceeds from Debt Issuance

- 1. Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. Bond proceeds shall be invested in accordance with the parameters of this policy and the applicable bond covenants and tax laws.
- 2. Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and are maturity matched with outflows. Consequently, funds within the scope of ORS 294.052 are not subject to this policy's liquidity risk constraints within section IX (2).

XI. Investment of Reserve or Capital Improvement Funds

1. Pursuant of ORS 294.135(1)(b), reserve or capital improvement project monies may be invested in securities exceeding three years when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the county, municipality, school district or other political subdivision, the maturity of the investment of investments made with the funds may occur when the funds are expected to be used.

XII. Guideline Measurement and Adherence

1. Guideline Measurement

Guideline measurements will use market value of investments

2. Guideline Compliance

- i. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio into compliance in a prudent manner and as soon as prudently feasible.
- **ii.** Violations of portfolio guidelines as a result of transactions actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back in compliance shall be documented and reported to the City Council.
- iii. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need to be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

XIII. Reporting and Disclosure

1. Compliance

The Investment Officer shall prepare a report at least quarterly that allows the City Council to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment oversight body. The report will include, at a minimum, the following:

- i. A listing of all investments held during the reporting period showing: par/face value; accounting book value; market value; type of investment; issuer; credit ratings; and yield to maturity (yield to worst if callable).
- ii. Average maturity of the portfolio at period-end
- iii. Maturity distribution of the portfolio at period-end
- iv. Average portfolio credit quality of the portfolio at period-end
- v. Average weighted yield to maturity (yield to worst if callable investments are allowed) of the portfolio
- vi. Distribution by type of investment
- vii. Transactions since last report
- viii. Distribution of transactions among financial counterparties such as broker/dealers
- ix. Violations of portfolio guidelines or non-compliance issues that occurred during the prior period or that are outstanding. This report should also note actions (taken or planned) to bring the portfolio back into compliance.

2. Performance Standards / Evaluation

At least annually, the Investment Officer shall report comparisons of investment returns to relevant alternative investments and comparative Bond Indexes. The performance of the portfolio should be compared to the performance of alternative investments such as available certificates of deposit; the Oregon Short Term Fund; US Treasury rates; or against one or bond indices with a similar risk profile (e.g., Bond indexes comprised high grade investments and maximum maturities of three years).

When comparing performance, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.

3. Marking to Market

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly.

4. Audits

Management shall establish an annual process of independent review by the external auditor to assure compliance with internal controls. Such audit will include tests deemed appropriate by the auditor.

XIV. Policy Maintenance and Considerations

1. Review

The investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

2. Exemptions

Any investment held prior to the adoption of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested as provided by this policy.

3. Policy Adoption and Amendment

This investment policy and any modifications to this policy must be formally approved in writing by the City Council of the City.

This policy must be submitted to the Oregon Short Term Fund (OSTF) Board for review if:

i. This policy allows maturities beyond 18 months unless the funds are being accumulated for a specific purpose, including future construction projects, and upon approval of the City Council, the maximum maturity date matches the anticipated use of the funds (ORS 294.135(1)(b) and 294.135(3)).

And either:

A. This policy has never been submitted to the OSTF Board for comment;

Or

B. Material changes have been made since the last review by the OSTF Board.

Regardless of whether this policy is submitted to the OSTF Board for comment, this policy shall be re-submitted not less than annually to the City Council for approval.

Navigate using Bookmarks or by clicking on an agenda item.



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.

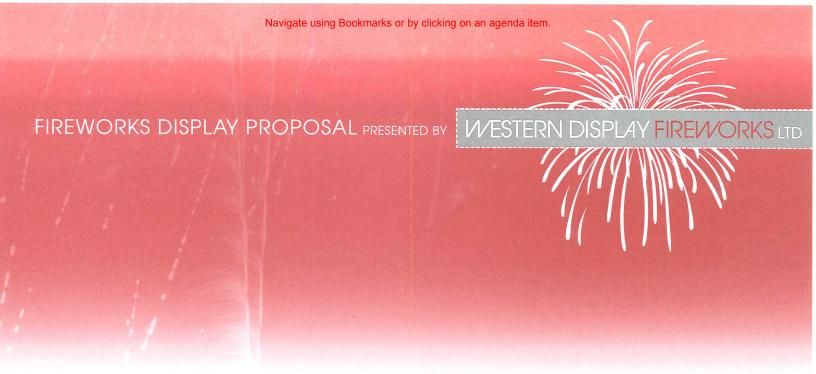
We appreciate your business and look forward to providing another spectacular fireworks display for your event.

Sincerely,

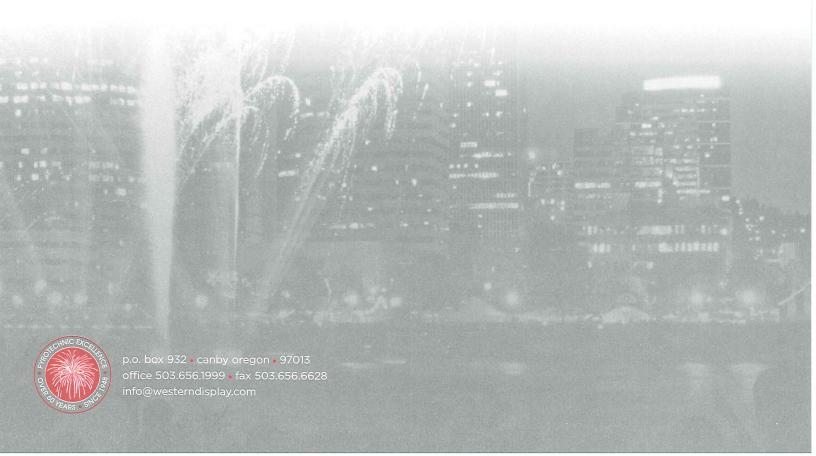
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City of St. Helens St. Helens 4th of July July 4, 2017





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
 - o \$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
 - o 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



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

- 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)

Proposal #: 17-5424

- 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)

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- 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)

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- 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

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- 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

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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

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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.

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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.

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- 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 statue, 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:	By: <u>Heather J. Gobet</u>
Its:	Its: President
Date:	Date:

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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
Spancar Papracantativa Signatura	Date
Sponsor Representative Signature	
For	
(Organization)	
Date	

MARLIUANA TAX COLLECTION AGREEMENT

This Marijuana Tax Collection Agreement ("Agreement") is entered into between the State of Oregon, acting by and through its Department of Revenue (the "Department") and the City of St. Helens ("City"), under the authority of ORS 305.620.

In consideration of the conditions and promises hereinafter contained, it is mutually agreed by the parties that the Department shall supervise and administer, according to the terms and conditions set forth in this Agreement, the Local Tax on sales of marijuana items by Marijuana Retailers authorized under ORS 475B.345 and approved by the voters of City.

- (1) **Definitions**. As used in this Agreement the following terms have the meanings ascribed to them:
- (a) "Confidential Information" means the information on Local Tax returns administered pursuant to ORS 305.620, any information in the reports required under Sections 8 and 9 of this Agreement from which information about a particular Local Taxpayer is discernable from the report due to a small number of Local Taxpayers in City or similar factors, and any other information exchanged between the Department and City related to this Agreement, that is confidential under ORS 314.835.
- (b) "Fees" means collectively the Administrative Services Fee, the Business Fee and the Core Systems Replacement Fee described in Section 5 of this Agreement.
- (c) "Local Government" means a city or county that has entered into a form of this agreement with the Department under the authority of ORS 305.620 for the Department to collect Local Taxes authorized under ORS 475B.345.
- (d) "Local Tax" or "Local Taxes" means the Marijuana Tax imposed by City, together with any additional interest or penalties provided for by statute or the Department's rules; it does not include any additional penalties or fees that City may assess against its Local Taxpayers.
- (e) "Local Taxpayer" means a licensed Marijuana Retailer located in the taxing jurisdiction of City.
 - (f) "Marijuana Retailer" has the meaning given in ORS 475B.015.
- (g) "Marijuana Tax" means the tax imposed on sales of marijuana items by Marijuana Retailers pursuant to ORS 475B.345.
- (h) "Marijuana Taxpayer" means a licensed Marijuana Retailer that is subject to the Marijuana Tax imposed by a Local Government.
- (i) "Ordinance" means the ordinance adopted by the governing body of City and approved by the voters of City on 11/8/2016, a copy of which is attached hereto as Exhibit B and by this reference incorporated herein.
- (2) <u>General Administration</u>. The Department shall be responsible for all aspects of Local Tax administration, including, but not limited to, adopting administrative rules; auditing

returns; assessing deficiencies and collecting the Local Tax and penalties and interest under applicable statutes, including but not limited to ORS 305.265, ORS 305.220, and ORS 314.400; making refunds; holding conferences with Local Taxpayers; handling appeals to the Oregon Tax Court; issuing warrants for the collection of unpaid taxes; determining the minimum amount of Local Tax economically collectible; and taking any other action necessary to administer and collect the Local Taxes. The Department has adopted rules addressing the requirements for paying taxes with currency and other matters related to the taxation of marijuana under ORS chapter 475B. City understands and agrees that such rules will be applied to Local Taxpayers.

- (3) <u>Level of Service</u>. In performing its duties, the Department may in its sole discretion determine what action shall be taken to enforce provisions of the law and to collect the Local Tax. In exercising its discretion, the Department shall provide a level of services that are comparable to the level of services it provides in the administration of the State of Oregon marijuana tax laws and the collection of such taxes owed to the State of Oregon. If the Department deems it necessary to vary substantially from this standard, the Department shall first notify City of the need and obtain City's consent. The Department shall provide all forms necessary for implementation of the Local Tax, including forms for Marijuana Tax returns, exemptions and refunds.
- (4) <u>Transfer of Taxes to City</u>. Beginning at the end of the first full quarter after execution of this Agreement, the Department shall remit to City the amount of Local Taxes collected in the preceding quarter less amounts withheld to pay the Department's Fees and other costs as described in this Agreement within 60 days of the return due date for the quarter. The Department shall notify City if, because of inability to move funds electronically or otherwise through the banking system, a force majeure event described in Section 26 of this Agreement or other exigent circumstance, the Department is unable to transfer the Local Tax collected to City as provided in this Section. In that event, the Department shall provide an estimate, if possible, of when it expects to be able to transfer the Local Taxes collected to City. The Department may enter into an agreement with another state government agency to fulfill the requirements of this Section 4, provided that said government agency can comply with the requirements of this section.
- (5) <u>Costs</u>. In order to recover its costs to collect and transfer the Local Tax as provided in this Agreement the Department shall be paid the following three fees:
- (a) "Administrative Services Fee": Pays for the establishment and maintenance of financial systems needed to administer and distribute Local Taxes. The fee shall be calculated annually as a percentage of the equivalent of 60 hours of work conducted for the Department of Revenue by the Department of Administrative Services, divided among the Local Governments in proportion to the number of Marijuana Taxpayers in each Local Government.
- (b) "Business Fee": Pays for the Local Tax administration activities set forth in this Agreement. The fee shall be calculated as a percentage of the Department's Business Division annual expenses for the administration of all marijuana taxes, with the total fee increasing in direct proportion to the number of Local Taxpayers. The total amount per Local Taxpayer billed

to City under the Business Fee shall not exceed 0.05 percent of the Department's Business Division expenses for the administration of all marijuana taxes;

(c) "Core Systems Replacement fee": Charged only one time after execution of this Agreement and calculated as a flat fee per Local Taxpayer. The total Core Systems Replacement Fee shall not exceed two hundred dollars (\$200.00) per Local Taxpayer in the first full quarter following execution of this Agreement.

FOR EXAMPLE, in a hypothetical with the following assumptions:

250 Marijuana Taxpayers

50 Local Taxpayers in the City of Mainville

2 Local Taxpayers in the City of Middletown

Business Division's Marijuana Expenses: \$500,000 per year

Hourly DAS rate: \$99/hour

The fees would be calculated as follows:

Administrative Services Fee = (\$99/hour * 60 hours) / 250 Marijuana Taxpayer = \$23.76 per Local Taxpayer per year

Business Fee = \$500,000 in marijuana expenses per year * 0.05% = \$250 per Local Taxpayer per year

Core Systems Replacement Fee = \$200 per Local Taxpayer, one time

City of Mainville, year 1: (\$23.76 Administrative Services Fee + \$250 Business Fee + \$200 Core Systems Replacement Fee) * 50 Local Taxpayers = \$23,688 in costs

City of Mainville, subsequent years: (\$23.76 Administrative Services Fee + \$250 Business Fee) * 50 Local Taxpayers = \$13,688 in costs

City of Middletown, year 1: (\$23.76 Administrative Services Fee + \$250 Business Fee + \$200 Core Systems Replacement Fee) * 2 Local Taxpayers = \$947.52 in costs

City of Middletown, subsequent years: (\$23.76 Administrative Services Fee + \$250 Business Fee) * 2 Local Taxpayers = \$547.52 in costs

(e) In addition to the Fees described above, the Department may withhold or invoice City for the Department's costs to administer extraordinary services not described in this Agreement related to the Local Tax; such extraordinary costs may include, without limitation, requests for audits from City that exceed the scope of the Department's normal audit procedures, requests for research or advice from the Department or the Oregon Department of Justice attorneys, or specially appointed counsel, regarding the Local Tax.

- (f) If the Department determines that its costs cannot be covered by the maximum fees outlined in this Section 5, the Department will notify City of the amount by which the Department has determined the Fees must increase. If the Department and City do not agree upon a Fee increase and related amendment to this Agreement, then this Agreement may be terminated by either party in accordance with Section 16 of this Agreement.
- (g) The Department shall not collect more in fees than its costs to administer the Local Tax, per ORS 305.620(5). It is using the above formula in the interests of producing its best estimate of costs.
- (6) Withholding for Fees and Rebate. The Department shall withhold from the Local Taxes collected and each transfer to City an amount equal to four percent (4%) of the Local Taxes collected. In the first quarter of each calendar year the Department will reconcile the amounts withheld in the previous year with the total fees assessed, and provide such reconciliation in the Department's annual report described in Section 9 of this Agreement. If the amount withheld in a calendar year exceeds the amount of the Department's Fees, the Department will rebate the balance of the Local Taxes withheld to City by the end of the first quarter following the year of withholding. If the amount withheld does not cover the Department's Fees for the preceding year, the amount of the shortfall will be withhold from subsequent transfers of Local Taxes collected until the Department's Fees are fully paid, or in its discretion the Department may invoice City for the unpaid amount of the Department's Fees.
- (7) <u>Recovery of Overpayments</u>. If the amount of Local Taxes paid to City under this Agreement, exceed the amount to which City is entitled, the Department may, after notifying City in writing, withhold from later payments due City under this Agreement, such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.
- (8) <u>Department Quarterly Reports</u>. Beginning with the first full calendar quarter after the execution of this Agreement and continuing each calendar quarter thereafter, within sixty (60) days after the due date for quarterly Local Tax returns, the Department shall provide City with a report indicating the amount of Local Taxes collected, any extraordinary costs assessed, the amount withheld under Section 6 of this Agreement and the cumulative amount of delinquent Local Taxes for each Marijuana Retailer in City's jurisdiction. The information in this report must be treated as potentially revealing Confidential Information, and shall be protected as described in Section 15. City should make all efforts to prevent Confidential Information from being released. The Department and City shall disclose any non-confidential information in a report when required to do so by law, including the Oregon Public Records Law, ORS 192.410 to 192.505.
- (9) <u>Department Annual Reports</u>. In the first calendar quarter of each year, the Department shall make a written annual report of the preceding calendar year to City showing the total amount of Local Taxes collected, refunds paid, the expenses of administering and collecting the Local Tax, and other pertinent information. The report shall show the total amount withheld by the Department under Section 6 of this Agreement, and shall show the Department's expenses by its Fee categories. In such report, the Department shall also make recommendations

concerning changes in Local Tax Ordinances, procedures, policies, Local Tax administration and related matters, as the Department deems necessary and appropriate. The information in this report must be treated as potentially Confidential Information, and shall be protected as described in Section 15. City should make all efforts to prevent Confidential Information from being released. The Department and City shall disclose any non-confidential information in the report when required to do so by law, including the Oregon Public Records Law, ORS 192.410 to 192.505.

- (10) <u>City Reports</u>. Within sixty (60) days of the effective date of this Agreement, City shall provide the Department with a list of Local Taxpayers in its jurisdiction and a list of zip code areas that are within its jurisdiction for purposes of imposing the Local Tax. City shall provide an updated list of Local Taxpayers to the Department each calendar quarter thereafter. City shall review all reports and reconciliations provided by the Department and promptly notify the Department of any perceived errors or omission in such reports.
- (11) Records Maintenance and Access. Each party shall maintain its records relevant to this Agreement, the Local Taxes and Local Taxpayers for the period of time specified and in the manner required under the document retention and archiving requirements applicable to it that are established under ORS 192.005 to 192.170. Upon written request, each party may examine the records of the other party at a time and location that is convenient and without extra cost to the holder to the records; provided, however, any requests for records made in connection with litigation or other efforts to collect the Local Tax shall be immediately provided in the time and manner requested.
- (12) Ordinance and Notification of Changes. Contemporaneous with the execution of this Agreement, City shall provide a copy of the Ordinance to Department for incorporation into this Agreement as Exhibit B. In order to insure consistency in administration of the Local Tax, each party shall notify the other of any change in the Ordinance and any state or local regulations or rulings interpreting the Local Tax or the Ordinance, any changes in rates or changes in the City's boundary at least ninety (90) days prior to the effective change, unless it is not legally possible to provide ninety (90) days' notice or both parties mutually agree to effect such changes in less than ninety (90) days. Each party shall notify the other of any change in administration of the Local Tax under this Agreement. The parties shall cooperate in amending the Ordinance or in seeking amendments to ORS 475B.345 or ORS 305.620 which they deem necessary.
- (13) <u>Information</u>. The parties will cooperate in the exchange of information and making public announcements to facilitate effective administration of the Local Tax and maintain consistency in public announcements and information. Policy announcements, announcement of changes in the Ordinance, and all correspondence relating to public relations will be handled by City. The Department shall promptly notify City of any matter arising in the administration of the Marijuana Tax that would require any legislative change or affect City's policy, including any policy that relates to the amount of Local Tax collected. Nothing in this section shall prohibit the Department from conducting its own outreach activities to increase awareness and knowledge of local tax obligations.

(14) <u>Limits and Conditions</u>. To the extent limited by applicable provisions of Article XI of the Oregon Constitution or other governing law, and within the limits of the Oregon Tort Claims Act applicable respectively to the Department and City, each party shall indemnify the other for damage to life or property arising from their respective duties and obligations under this Agreement, provided neither party shall be required to indemnify the other for any such liability arising out of a party's own negligent or wrongful acts.

(15) Confidentiality.

- (a) Confidential Information may be disclosed only to City as principal, by the Department as its agency, for purposes of carrying out the administration of the Local Tax imposed by City. Requests for Confidential Information shall be made by City by giving not less than ten (10) days' notice to the Department, stating the information desired, the purposes of the request, and the use to be made of such information. If the compilation of information is not feasible, the Department shall so advise City.
- (b) ORS 314.840(3) requires that employees and representatives of City who receive Confidential Information must be advised in writing of the provisions of ORS 314.835 and 314.991(3), relating to the penalties for unlawful disclosure. Prior to being given access to Confidential Information, all City employees involved in the performance of this Agreement must review the DOR Secrecy Clause and sign the DOR Secrecy Laws Certificate (substantially in the form of Exhibit A, attached hereto and by this reference incorporated herein) certifying the employee understands the confidentiality laws and the penalties for violating them. Annually thereafter, (on or before a date specified by the Department), or upon request by the Department, such City employees must review and sign the latest versions of the Secrecy Clause and the Secrecy Laws Certificate. All signed Secrecy Laws Certificates must be immediately emailed to both the designated Department Authorized Representative (indicated below) and the Department's Disclosure Office (disclosure.office@oregon.gov). When the employee terminates employment with City, City will forward the certificate to the Department's Disclosure Officer indicating the employee is no longer employed by City. A listing of every person authorized to request and receive Confidential Information identified in this Agreement will be sent to the following designated representative:

John Galvin, Marijuana Tax Program Manager, marijuanatax.DOR@oregon.gov

- (c) Upon request and pursuant to the instructions of DOR, City shall return or destroy all copies of Confidential Information provided by DOR to City, and City shall certify in writing the return or destruction of all such Confidential Information.
- (d) The administrative rules implementing ORS 314.835 and ORS 314.840 as amended from time to time during the term of this Agreement, shall apply to this Agreement.
- (16) <u>Term.</u> The term of this Agreement shall be from the date it is executed by all parties and until it is terminated by operation of law or by either party at its discretion upon at least ninety (90) days prior written notice. Prior to the termination date specified in written notice provided under this section or Section 17 below, City and the Department will continue to

perform their respective duties and obligations of under this Agreement. After the termination date, the Department will cease all collection and other activities under this Agreement, unless prior to the termination date the Department and City agree in writing that the Department may continue actions that are pending before the Oregon Tax Court or the Oregon Supreme Court, or are being collected after judgment or stipulation. In addition, after the termination date the Department will continue to remit to City any Local Taxes received by the Department, after deduction of the Department's actual costs, until all matters pending on the date of termination have been resolved or collected. The Department will administer the Local Tax for City for each calendar quarter commencing after this Agreement is executed; provided, however, if this Agreement is fully executed on or before the 15th day of the calendar quarter, the Department will administer the Local Tax for the quarter in which this Agreement is executed.

(17) <u>Default and Remedies</u>. A party shall be in default under this Agreement if it fails to perform any of its duties and obligations under this Agreement, and fails to cure such nonperformance within ninety (90) days after the other party provides written notice specifying the nature of the nonperformance. If the nonperforming party does not cure its nonperformance, or provide a satisfactory explanation to the other party of its performance under this Agreement, the other party may terminate this Agreement immediately or at a later date specified in written notice provided to the nonperforming party. In addition to termination of this Agreement, in the event of default by a nonperforming party, the other party may pursue any remedies available in law or equity, including an action for specific performance.

(18) Notices. All notices, documents, and information shall be sent as follows:

City of St. Helens

Oregon Department of Revenue Marijuana Tax Program PO Box 14630 Salem, OR 97309

- (19) <u>Amendments</u>. The provisions of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
- (20) <u>Successors and Assigns</u>. This Agreement shall be binding and inure to the benefit of the parties, their assigns, and successors.
- (21) <u>Severability</u>. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- (22) <u>Representations</u>. Each party represents to the other that the making and performance of this Agreement: (a) have been duly authorized by its governing body or official, (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board or other administrative agency or any provision of any applicable local charter or other organizational document, and (c) do not and will not result in the

breach of, or constitute a default or require any consent under any other agreement or instrument to which the party is bound.

- (23) Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between the Department and City regarding the enforcement or interpretation of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. The parties understand and agree that any action brought to determine the amount of Local Tax owed by a Local Taxpayer, whether brought solely by the Department or in conjunction with City shall be brought solely in the Oregon Tax Court.
- (24) <u>Nonappropriation</u>. The obligation of each party to perform its duties under this Agreement is conditioned upon the party receiving funding, appropriations, limitation, allotment, or other expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, sections 7 or 10 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of each party.
- (25) <u>Survival</u>. All rights and obligations of the parties under this Agreement will cease upon termination of the Agreement, other than the rights and obligations arising under Sections 14, 16 and 17, and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accruing to a party prior to termination.
- (26) <u>Force Majeure</u>. Neither party is responsible for any failure to perform or any delay in performance of an obligation under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligation under this Agreement.
- (27) <u>Counterparts.</u> This Agreement may be executed in counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.
- (28) <u>Merger</u>. This Agreement and any exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or presentations, oral or written, not specified herein regarding this Agreement.

Each party represents that this Agreement, when fully executed and delivered will constitute a legal, valid and binding obligation of the party in accordance with its terms, and that the person signing below is the authorized representative of the party with full power and authority to bind his/her principal to this Agreement.

Oregon Department of Revenue	City:
Name/Title:	Name/Title:
Signature:	Signature:
Date signed:	Date signed:

EXHIBIT A

DOR

SECRECY CLAUSE

and

SECRECY LAWS CERTIFICATE

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SECRECY CLAUSE

Taxpayer information is confidential and protected by Oregon law. Only authorized persons may have access to taxpayer information, or to secure buildings where taxpayer information is handled. Oregon law requires that you sign a Secrecy Certificate before being allowed access to this confidential information or secure areas. By signing the certificate, you certify that you understand the confidentiality laws and the penalties for violating them.

This applies to everyone with access to taxpayer information, including:

- · Department of Revenue employees
- Employees of other government agencies
- Vendors and contractors
- Business partners

Penalties for unauthorized disclosure of state tax information

- Income tax*—Class C felony; up to \$125,000 fine; up to five years imprisonment; dismissal from state employment; no public office for five years. [ORS 314.991(2)]
- Inheritance tax—Class C felony; up to \$125,000 fine; up to five years imprisonment; dismissal from state employment; no public office for five years. [ORS 118.990(3)]
- Industrial property tax—Up to \$10,000 fine; up to one year imprisonment. [ORS 308.990(5)]
- Timber tax—Up to \$5,000 fine; dismissal from state employment. (ORS 321.686)
- Employment Department—May result in dismissal from state employment, or other discipline. [ORS 657.665(6)]
- * These provisions also apply to transient lodging tax (ORS 320.330), cigarette tax (ORS 323.403), tobacco products tax (ORS 323.595), emergency communications tax (ORS 403.230), oil and gas production tax (ORS 324.170), hazardous substances tax (ORS 453.410), and petroleum products tax (ORS 465.124).

Penalties for unauthorized disclosure of federal tax information

- IRC Sect. 7213—Felony; up to \$5,000 fine; imprisonment of up to five years; cost of prosecution, damages**.
- IRC Sect. 7213A—Up to \$1,000 fine; imprisonment of up to one year; cost of prosecution, damages**.
- ** Damages may include \$1,000 per act, actual damages, punitive damages, cost of legal action, attorney fees. See Section 7431.

Instructions

Please read the following laws. They explain the types of information that are confidential. If you have questions during your employment or performance of duties, ask your supervisor or a Disclosure officer before accessing or disclosing information.

After reading this information, fill out the last page and return it to the Department of Revenue. Keep the other pages for your records.

Oregon Income Tax Laws

ORS 314.835

(1) Except as otherwise specifically provided in rules adopted under ORS 305.193 or in other law, it shall be unlawful for the Department of Revenue or any officer or employee of the department to divulge or make known in any manner the amount of income, expense, deduction, exclusion or credit or any particulars set forth or disclosed in any report or return required in the administration of ORS 310.630 to 310.706, required in the administration of any local tax pursuant to ORS 305.620, or required under a law imposing a tax upon or measured by net income. It shall be unlawful for any person or entity to whom information is disclosed or given by the department pursuant to ORS 314.840 (2) or any other provision of state law to divulge or use such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department or any of its officers or employees, or any person who has acquired information pursuant to ORS 314.840 (2) or any other provision of state law to divulge or make known the amount of income, expense, deduction, exclusion or credit or any particulars set forth or disclosed in any report or return except where the taxpayer's liability for income tax is to be adjudicated by the court from which such process issues.

(2) As used in this section:

- (a) "Officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or any former officer, employee or person, or an authorized representative of such former officer, employee or person.
- (b) "Particulars" includes, but is not limited to, a taxpayer's name, address, telephone number, Social Security number, employer identification number or other taxpayer identification number and the amount of refund claimed by or granted to a taxpayer.

ORS 314.991

(2) Violation of ORS 314.835 is a Class C felony. If the offender is an officer or employee of the state the offender shall be dismissed from office and shall be incapable of holding any public office in this state for a period of five years thereafter.

Applicability to other tax programs

The above provisions of ORS 314, concerning the confidentiality of returns and penalties, also apply to:

150-800-033 (Rev. 2-11)

•	Transient lodging tax	ORS 320.330
•	Cigarette tax	ORS 323.403
•	Tobacco products tax	ORS 323.595
•	Emergency communications tax	ORS 403.230
•	Oil and gas production tax	ORS 324.170
•	Hazardous substances tax	ORS 453.410
•	Petroleum products tax	ORS 465.124

Oregon Inheritance Tax Laws

ORS 118.525

(1) It shall be unlawful for the Department of Revenue or any of its officers or employees to divulge or make known in any manner any particulars disclosed in any return or supporting data required under this chapter. Except for executors or beneficiaries and their authorized representatives, it shall be unlawful for any person or entity who has acquired information pursuant to subsections (3) and (4) of this section to divulge or make known such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department, or its officers or employees, or persons described in subsections (3) and (4) of this section, to divulge or make known any particulars disclosed in any such return or supporting data except where the liability for inheritance taxes is to be adjudicated by the Oregon Tax Court. Nothing in this section shall prohibit the publication of statistics so classified as to prevent the identification of particulars in any return or supporting data covered by this section.

(2) As used in this section:

- (a) "Officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or former officer, employee or person, or an authorized representative of such former officer, employee or person.
- (b) "Particulars" includes, but is not limited to, a taxpayer's name, address, telephone number, Social Security number and the amount of refund claimed by or granted to a taxpayer.

ORS 118.990

(3) Violation of ORS 118.525 is a Class C felony. If the offender is an officer or employee of the state the offender shall be dismissed from office and shall be incapable of holding any public office in this state for a period of five years thereafter.

Oregon Property Tax Laws

ORS 308.290

(11)(a) All returns filed under the provisions of this section and ORS 308.525 and 308.810 are confidential records of the Department of Revenue or the county assessor's office in which the returns are filed or of the office to which the returns are forwarded under paragraph (b) of this subsection.

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ORS 308.413

- (1) Any information furnished to the county assessor or to the Department of Revenue under ORS 308.411 which is obtained upon the condition that it be kept confidential shall be confidential records of the office in which the information is kept, except as follows:
 - (a) All information furnished to the county assessor shall be available to the department and all information furnished to the department shall be available to the county assessor.
 - (b) All information furnished to the county assessor or department shall be available to any reviewing authority in any subsequent appeal.
 - (c) The department may publish statistics based on the information furnished if the statistics are so classified as to prevent the identification of the particular industrial plant.
- (2) The Department of Revenue shall make rules governing the confidentiality of information under this section.
- (3) Each officer or employee of the Department of Revenue or the office of the county assessor to whom disclosure or access of the information made confidential under subsection (1) of this section is given, prior to beginning employment or the performance of duties involving such disclosure, shall be advised in writing of the provisions of this section and ORS 308.990 (5) relating to penalties for the violation of this section, and shall as a condition of employment or performance of duties execute a certificate for the department or the assessor in a form prescribed by the department, stating in substance that the person has read this section and ORS 308.990 (5), that these sections have been explained to the person and that the person is aware of the penalties for violation of this section.

ORS 308.990

(5) Subject to ORS 153.022, any willful violation of ORS 308.413 or of any rules adopted under ORS 308.413 is punishable, upon conviction, by a fine not exceeding \$10,000, or by imprisonment in the county jail for not more than one year, or by both.

Forestland Tax Laws

ORS 321.682

(1) Except as otherwise specifically provided by law, it shall be unlawful for the Department of Revenue or any officer or employee of the department to divulge or make known in any manner the amount of the tax or any particulars set forth or disclosed in any report or return required to be filed under ORS 321.045 or 321.741 or any appraisal data collected to make determinations of specially assessed value of forest-land pursuant to ORS 321.201 to 321.222. It shall be unlawful for any person or entity to whom information is disclosed or given by the department pursuant to ORS 321.684 (2) or any other provision of state law to divulge or use such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena 150-800-033 (Rev. 2-11)

or judicial order shall be issued compelling the department or any of its officers or employees, or any person who has acquired information pursuant to ORS 321.684 (2) or any other provision of state law, to divulge or make known the amount of tax or any particulars set forth or disclosed in any report or return except where the taxpayer's liability for timber tax is to be adjudicated by the court from which such process issues.

(2) As used in this section, "officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or any former officer, employee or person, or an authorized representative of such former officer, employee or person.

ORS 321.686

Violation of ORS 321.682 is subject to a fine not exceeding \$5,000 or, if committed by an officer or employee of the state, dismissal or removal from office or employment, or both fine and dismissal or removal from office or employment.

Oregon Employment Department Laws

ORS 657.665

(4) The Employment Department may: ... (i) Disclose information to the Department of Revenue for the purpose of performing its duties under ORS 293.250 or under the revenue and tax laws of this state. The information disclosed may include the names and addresses of employers and employees and payroll data of employers and employees. The information disclosed is confidential and may not be disclosed by the Department of Revenue in any manner that would identify an employing unit or employee except to the extent necessary to carry out the department's duties under ORS 293.250 or in auditing or reviewing any report or return required or permitted to be filed under the revenue and tax laws administered by the department. The Department of Revenue may not disclose any information received to any private collection agency or for any other purpose. If the information disclosed under this paragraph is not prepared for the use of the Employment Department, the costs of disclosing the information shall be paid by the Department of Revenue.

(6) Any person or any officer or employee of an entity to whom information is disclosed by the Employment Department under this section who divulges or uses the information for any purpose other than that specified in the provision of law or agreement authorizing the use or disclosure may be disqualified from performing any service under contract or disqualified from holding any appointment or employment with the state agency that engaged or employed that person, officer or employee. The Employment Department may immediately cancel or modify any information sharing agreement with an entity when a person or an officer or employee of that entity discloses confidential information, other than as specified in law or agreement.

3



SECRECY LAWS CERTIFICATE

Required by ORS 314.840(3), ORS 118.525(6), ORS 308.413(3), ORS 321.684

I have read the laws prohibiting disclosure of confidential information for the tax programs below.

The laws have been explained to me.

I have been furnished with a copy of the laws.

I understand Oregon's disclosure laws and the penalties for violating them.

Income tax	ORS 314.835; ORS 314.991(2)
Inheritance tax	ORS 118.525(1); ORS 118.990(3)
Industrial property tax	ORS 308.290(11); ORS 308.413; ORS 308.990(5)
Forestland tax	ORS 321.682; ORS 321.686
Employment Department tax	ORS 657.665(4)(i) and (6)
Transient lodging tax	ORS 320.330
Cigarette tax	ORS 323.403
Tobacco products tax	ORS 323.595
Emergency communications tax	ORS 403.230
Oil and gas production tax	ORS 324.170
Hazardous substances tax	ORS 453.410
Petroleum products tax	ORS 465.124
Federal tax laws	IRC Sections 7213, 7213A, 7431

IRC Sections 7213, 7213A, 7431 Federal tax laws

VENDORS, CONTRACTORS, BUSINESS PARTNERS		
PRINT your full name	Business telephone number	
Print full name of business or organization for which you are acting in an	n official capacity	
Address of business or organization	SSN (Collection agency employees only)	
What is the nature of your business?	Duration of contract or visit	
Revenue contact	Area where you'll be working	
Signature	Date	
X		
REV	VENUE EMPLOYEES	
PRINT your full name	Date	
Signature		
X		
	AGENCY USE	
In Compliance	Not in Compliance	



Request for Council Action

To: City Council

From: Margaret Jeffries, Library Director

Date: January 13, 2017

Subject: Increase Number of Library Board Members

<u>Background:</u> The Municipal Code and the By-Laws of the St. Helens Library Board state that the Board consists of "at least five members and no more than seven members". Recently, three candidates were interviewed for two vacancies on our Board. All three candidates possess skills and experience that will be valuable to the implementation of our current strategic planning efforts.

Recommendation: The Board requests permission from the Council to expand the Board's membership to at least seven members and no more than nine members. Two of the candidates would fill the existing vacancies. After approval of the appropriate changes to the Municipal Code and By-Laws, the third candidate would immediately fill an eighth position expiring on 6/30/2018. The ninth and final position would have a term of 7/1/2017 - 6/30/2021 and be advertised later this spring.

After 7/1/2017, the Board would consist of these terms:

- Two terms expiring on 6/30/2018
- Two terms expiring on 6/30/2019
- Two terms expiring on 6/30/2020
- Three terms expiring on 6/30/2021



Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

Subject: Administration & Community Development Dept. Report

Date: January 18, 2017

Business License Reports attached.

BUSINESS LICENSE REPORT

City Department Approval: January 3, 2017 (PART ONE)

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

Signature: 7766 Date: 12/29/16

RESIDENT BUSINESS - RENEWAL 2017		
	2 Broke Girls & A Guy	2ndhand Dealer
	Absolutely You on 19/Hair Des.	Hair Salon
	AKAAN Architecture & Design LLC	Professional Architectural Services
	Alterations by Heather Clark	Clothing Repair
	Angel Marie Pivowar	Secondhand Items
	Anytime Fitness	Athletic Club
	Armstrong World Industries	Manufacturing Ceiling Tiles
	BJK Murphy Enterprises, LLC	Coffee Stand
	Bertucci's	Espresso, Candy & Gifts
	*Blue Heron Septic & Drain Service	Sewer & Drain Cleaning
	*Bob's Signs	Real Estate Signs
	Bobbie's Cuts+ LLC	Beauty Salon
	Burgerville LLC	Restaurant
	Burrito House	Restaurant/Bar
	C's the Moment DBA Papa Murphy	Take & Bake Pizza
	Cascade Tissue Group – Oregon	Paper Manufacturing
	Chevron St. Helens	Gas Station/Retail Store
	Chubb's Chevron	Convenince Store/Gas
	Cindy's Woohoo's	Secondhand Resale
	Citizen Storage	Storage Units
	Clarissa Marsh	Resale
	Coffee House Holdings Inc.	Retail Café Serving Wine & Beer
	Columbia Hearing Center	Hearing Specialties
	Columbia River Natural Medicine LLC	Medical Practice
	Columbia Self Storage Inc.	Self Storage
	The Connection Academy Preschool	Preschool/Daycare
	*Construction Specialists Inc.	General Contractor
	*Creative Stitches	Quilting & Needlework
	Creekside Junior Academy LLC	Preschool
	Cynthia L. Phillips, Atty at Law	Legal Counsel, Judge CPA – Accounting & Tax
	DR Garrison, CPA, PC Dark Moon Curiosities	Secondhand Antiques & Collectibles
	*Dawn Til Dusk Child Care	Child Care
		Printing
	Digital Graphiti Printing LLC	Marina
	Dillard's Moorage LLC	Manna

Dockside Steak & Pasta	Restaurant
Dollar Tree Stores #1947	Retail
Don's Rental Inc.	
	Equipment Rental Car Wash
Easy 2 Wash LLC	
Econo Wash	Coin-Op Laundromat
Edith's Beauty Shop	Beauty Shop
Ellie Pope	Secondhand Vendor
The Embroidery Hutch	Custom Embroidery & Retail Shop
Exceptional Smiles	Dentist
Family Vision of Oregon PC	Optometry Practice
Fancy Nails By Cindy	Nail Salon & Services
Fastboyz Automotive Detailing	Automotive Detailing
*Favorite Cleaning Services LLC	Commercial Cleaning
*Flowers 4-U	Florist, Antique & Collectible Retail Shop
GW Curnutt and Associates	Optmetry Clinic
*Gartman Remodeling & Contr.	Residential Construction
Georgia Ford (Vendor)	Selling Secondhand
Ginger Fargher	Secondhand Dealer
Grace's Riverfront Antiques & Art Mall	Retail Antiques & Art
Great Clips	Hair Salon
Guardian Mini-Storage	Mini Storage
HRB Tax Group Inc.	Tax Preparation
*Hardcore Construction LLC	Concrete Construction
Harrington's Clothing Inc.	Retail Clothing
Healthy Nails	Nails
Heather Epperly Agency Inc.	Insurance
J. Japs	Secondhand Sales
James Dillard Harbormaster	Moorage Consultant
Jim Bothwell	Secondhand Sales
Just Fish N Chips	Restaurant/Food Services
KJ Tower Ent. Inc.	Restaurant
Karen	Secondhand Vendor
Katy's Tax Service	Income Tax Preparation
Kinnear Specialties Inc.	Hydaulic Sales & Manufacturing
Kuy's Oriental Cuisine	Restaurant
Les Schwab Tire Centers of Portland	Retail Tire Sales
Liberty Bookkeeping & Tax	Bookkeeping/Tax Prep
Linda Jordan	Secondhand Dealer
*Lorraine Brinkerhoff	Mobile Pet Sitting
Mailboxes Northwest	Mailing Services
Mark A. Gordon PC	Law Practice
Mark J. Lang, Attorney at Law	Legal Services
Mark's Custom Exteriors, Inc.	General Contractor
Max's Moorage LLC	Marina

^{*}Denotes In-Home Business

McFarland Cascade Holdings Inc.	Utility Pole Manufacturing
*Mental Happiness	Professional Services/Organizational Consulting
Michael Van Gordon, DMD	Dental Office
Missed Fortunes LLC	Secondhand Store
*Mitech Inc.	Computer Programming
Miyako	Japanese Cuisine
More Power Computers Inc.	Computer Sales & Repair
NW Motoring LLC	Auto Brokerage/Sales
*Oakleaf Leather	Leather Working
The Oregon Clinic	Medical Clinic
Oregon Performing Arts Studio	Dance Studio
O'Reilly Auto Parts #5509	Retail & Wholesale Auto Parts & Related Supp.
Outerwall Inc. dba Coinstar	Automated Self Serv. Coin Machine (Safeway)
Outerwall Inc. dba Coinstar	Automated Self Serv. Coin Machine (Wal-Mart)
Outerwall Inc. dba Coinstar	Automated Self Serv. Coin Machine
PK	Sell Collectables & Antiques
Patty Bailey	Sale of Used Furniture
Paulson Printing Co.	Commercial Printing
Pellham Cutting Inc.	Shop Facility/Log Trucks/Office
Pet Palace	Pet Grooming
Rainshadow Labs	Manufacturing
*Ray's Mobile Bike Repair	Mobile Bicycle Repair
Redbox Automated Retail LLC	DVD Rental/Sales Kiosk (Wal-Mart)
Redbox Automated Retail LLC	DVD Rental/Sales Kiosk (McDonalds)
Redbox Automated Retail LLC	DVD Rental/Sales Kiosk (McDonalds)
Redbox Automated Retail LLC	DVD Rental/Sales Kiosk (Walgreens)
Rent-a-Center #2915	Rental/Sale of Durable Household Goods
Rex D. Murray, DMD	Dental Office
*Rick Scholl Yard Maintenance	Yard Maintenance
Rite Aid #5333	Retail Pharmacy
River City Promotions LLC	Banquet/Convention/Catering
Robert L. Salisbury, Attorney at Law	Attorney's Office
Rogue Multi-Sport LLC	Information Technology
Royal Quick Clean	Laundromat
*SP Tech	Medical Prototypes
STA Phase II	Secondhand Sales
St. Helens Liquor Store	Liquor Store
St. Helens Marina LLC	Marina
St. Helens Real Estate Inc.	Real Estate
St. Helens Secure Storage	Mini Storage
Sanders Services	Boat Engine Repair
Sandy's Barber Shop	Barber Shop
Scappoose Bus. & Tax Service Inc.	Tax & Bookkeeping Services
*Signs 4 U	Sign Post Manufacturing

*Simply the Best Cleaning Service	House Cleaning Service
*Skin Health Products USA	Healthy Skincare & Cosmetics
Skinny's Texaco	Convenience Store & Gas
So Corp/Ace Hardware West	Retail Hardware
Solagen Incorporated	Manufacturing, Engineering, Consulting
Sommers Financial Management	Investment Advisory
Soot Busters, The	Chimney Service/Fireplace Install
*Spilt Ink Gallery LLC	Artwork
Star Computer & Comm. Inc.	Home Theater
Style is my Muse	Resale
Suzie Dahl Design	Interior Design/Drafting/Custom Furniture
*TLH Enterprises	Dump Trucking
*Tony Mandella's Fin Carpentry	Contractor
U-Store Storage St. Helens	Office/Equipment/Storage
US Pipe Fabrication	Ductile Iron Pipe Fabrication
V. David Hocraffer, Attorney at Law	Law Office
Vannatta & Petersen	Law Firm
Vault Elite Cheer	Tumble & Cheer Gym
The Village Inn Motel & Restaurant	Restaurant & Lounge
Vinnie's Chicago Sandwich Shop	Sandwich Shop
*Visions in Wood	Carving
Vital Health Center, Inc.	Acupuncture/Alternative Health Care
Vonnie's Doghouse & Supplies	Dog Grooming
Walgreens #10056	Retail Drug Store & Sundries
*Waterman Garage Doors	Garage Door Install & Service
Wayne Martin Floor Covering	Floor Covering
*West Coast Off Road	Internet Sales/Auto Accessories
West Street Grocery	Retail Grocery
*Wheless Construction	Construction
Wilcox & Flegel (Div/Wilson Oil)	Oil Distribution
Work 'N Pawz Dog Training	Retail
*Wrongside Audio Production	CD Recording and Sales

NON-RESIDENT BUSINESS - 2017 A-Line Concrete Cutting LLC Concrete Cutting & Select. Demo **Janitorial Services** ABM Onsite Services West Inc. Commercial Electrical Work ADK Electric Inc. Security Alarm Sales/Service **ADT LLC** П Engineering/Surveying AKS Engineering & Forestry LLC Accela Inc. Software Development/Imp/Support Concrete Cutting Accurate Concrete Cutting Inc.

Action Technology Systems LLC	Low Voltage
Acuren Inspection	Non-Destructive Testing
Advanced American Construction Inc.	Construction
Air Rite Control Inc.	Heating/AC Service
All Service Construction Inc.	General Contractor
American Exterm. Plus Inc.	Extermination Company
American Gutter Service Inc.	Gutter/Downspout/Sheetmetal
American Residential Services	Plumbing/Dran Services
Anderson Roofing Co. Inc.	Commercial Roofing Contractor
Apollo Mechanical Contractors	Mechanical Contractor/HVAC/Enviro. Svs
Apply-a-Line Inc.	Traffic Pavement Markings
Architectural Graphics Inc.	Sign Manufacturing & Installation
Arjae Sheet Metal Co.	HVAC/R Install & Service
Asplundh Tree Expert Co.	Tree Trimming & Line Clearance
Assured Air Comfort Inc.	Mechanical Contractor
Auto-Chlor System of OR	Commercial Dishwashers Service/Lease
Basic Fire Protection Inc.	Install Fire Sprinklers
Beaver Tree Services Inc.	Contractor (Trees)
Bell's Drafting & Construction Inc.	Residential Construction
Blairco Inc.	HVAC
Blue Line Holdings Inc. dba Adair Home	Residential Home Builder
Caliber Plumbing & Mechanical	Plumbing & Mechanical Contractor
Carlson's Heating & A/C Inc.	HVAC
Chad E. Davis Construction LLC	Home Builder
Champion Hardwoods LLC	Hardwood Flooring Install/Sand/Finish
Champion Window Co	Construction
Clark Sign Service	Sign Installation & Repair
Clutterbusters	Housecleaning and Organizing
Coffman Excavation Inc.	Excavation Contractor
Coles Appliance Repair Inc.	Residential & Commercial Repair
Columbia County Tree Care LLC	Tree Service
Columbia NW Heating Inc.	HVAC Service & Install
Comcast Business Class Security	Commercial Security Alarm & Premise Mgmt
Comfort Flow Heating	HVAC Contractor
Crystal Bright Service LLC	Janitorial
D & F Plumbing Co.	Plumbing Contractor
Dan's Top Notch Heating & Cooling	HVAC
Day Management Corporation	2-Way Radio Rentals, Sales & Service
Delta Fire Inc.	Fire Sprinkler Installation
Dick Backlund	Trucking
Eagle Star Products LLC	Rock Quarry
Empire Rubber & Supply Co.	Industrial Rubber Product Distribution
Eric Swanson Outdoor LLC	Fishing Guide Service
Eugene Welder's Supply Co Inc	Sales/Service Fire Extinguisher

^{*}Denotes In-Home Business

Feltons Heating & Cooling Inc.	HVAC
Fiber Tech Carpet/Upholstery Cleaning	Carpet/Upholstery Cleaning
Fieldturf USA Inc.	Sports Surfacing
Fire Services Plus	Test/Inspect/Install Fire Safety Equipment
Fire Systems West Inc.	Fire Protection Contractor
Fireside Contracting Services LLC	Distributor of Fireplaces, Stoves, Garage Doors
Flori Construction Inc.	Concrete Construction
Gale Contractor Services	Insulation/Specialty Subcontractor
Gary's Vacuflo Inc.	Central Vacuums
Hamer Electric Inc.	Electrical Contractor
Honeywell International Inc.	Diverified Tech & Manufacturing
Hudson Portable Toilet Service	Toilet Service
Indigo Construction LLC	Drywall Installation
Inexpensive Tree Care	Tree Service
Installed Building Products – Portland	Insulation Contractor
Interstate Roofing, Inc.	Roofing Contractor
Iron Mountain Info Management	On-Site Document Destruction
J.H. Kelly LLC	Commercial Construction
James E. John Construction	General Contractor
James W. Fowler	Heavy Civil Construction
Jeff King Contractor Inc.	General Contractor
John Burger Heating & A/C	Heating Contractor
Jolley Construction LLC	Residential General Contractor
K. Schwarz Construction Inc.	Excavation/Concrete
Kennedy Jenks Consultants Inc.	Consulting Engineers & Scientists
Kessi Construction Inc.	Construction
Key Mechanical Co.	HVAC/Refrigeration Contractor
Knife River Corporation – Northwest	Construction
Kone Inc.	Elevator/Escalator Systems
LC Hall's Truck Line	LTL Trucking – Freight
La Luna Computers	Computer Sales & Service
Living Color Nursery LLC	Landscaping
Lovell Construction Inc.	Residential Construction/Contractor
Loy Clark Pipeline Company	Utility Construction
MDM Contracting & Excavation	Excavation
ME Moore Construction	Construction
Macdonald Miller Facility Solutions	Mechanical/Electrical Contractor
Malmedal Plumbing Inc.	Plumbing
Mark Adams Electric Inc.	Electrical Contractor
Metro Overhead Door Inc.	Overhead Door & Gates
Metro Presort Inc.	Mailing Services
Michael's Floor Covering, Inc.	Floor Covering
Murray, Smith & Associates Inc.	Engineering
My Street Market by Whole Foods Mark.	Mobile Grocery Market

		Ol to 12 for the product
	National Construction Rentals Inc.	Chain Link Fence Rental
	National Entertainment Network LLC	Vending/Amusement
	New System Laundry LLC	Linen Supply
	Northstar Alarm Services	Security Alarm System
	Northwest Cascade Inc.	Portable Toilet Rent/Construction
	Northwest Control Co.	HVAC
	Northwest Fire Suppression Inc.	Design/Install/Maintain Special Haz. Sys.
	Norway Development Co.	Commercial Contractor
	Orkin Exterminating Co. Inc.	Pest Management Service
	Overhead Door Co. of Portland	Garage Doors
	Pace Equipment	Material Handling Equipment
	Pacific Sea Food Co.	Wholesale Food Distribution
	Pacwest Electric Inc.	Electrical Contractor
	Parker Concrete Inc.	Concrete Construction
	A Peak Above Roofing Inc.	Roofing Contractor
	Performance Building Products Inc.	Building Industry
	Petrochem Insulation Inc.	Insulation
	Point Monitor Corporation	Low Voltage Systems Installation & Service
	Portland Mechanical Contractor	Mechanical Contractor
	Power Specialists Association Inc.	Consulting
	Prairie Electric Inc.	Electrical Contractor
	Priceline.com LLC	Travel Reservation Facilitation Services
	Professional Quality Roofing LLC	Commercial Roofing
	Protection One Alarm Monitoring Inc.	Sales & Installation of Home Security Systems
	RA Construction Inc.	General Contractor
	Ramos' Yard Maintenance	Yard Maintenance
П	Ramsay Signs Inc.	Service Electrical Signs
	Renaud Electric Co Inc.	Electrical & HVAC
	Rich Bailey Construction LLC	Home Construction
	Rick Smith Construction Inc.	General Contractor
	Rick's Custom Fencing & Deck	Fence & Decking
	Robben & Sons Heating Inc.	HVAC Contractor
П	Robertson & Olson Construction Inc.	Construction
П	Rofinot Heating Inc.	HVAC Systems
П	Ross Diesel & Auto Repair	Diesel Pickup/Auto Repair
	S-2 Contractors	Asphalt Paving
	SRDH Plumbing, Inc.	Plumbing Contractor
	Safeguard Fire Extinguisher Svs	Service/Sales of Fire Extinguishers
	The Sankoz Corporation	Roofing Contractor
	Schwan's Home Service Inc.	Frozen Food Delivery
	Selix Cabinets Inc.	Custom Cabinetry
		•
	Semling Construction Inc.	General Contractor
	Semling Construction Inc. Seppala Enterprises Inc.	General Contractor Subcontractor, Paint/Siding/Plumbing

^{*}Denotes In-Home Business

Simplex-Grinnell LP	Fire Alarm – Sprinkler
Sky Heating & AC Inc.	HVAC
Slack Enterprises LLC	Repair Commercial Restaurant Equipment
Smart Home Pros Inc.	Door to Door Sales
Source Refrigeration and HVAC	Refrigeration Remodel
Specialty Heating & Cooling Inc.	HVAC
Stebbins Engineering & Manufacturing	Specialty Contractor
Stellar Photography	Photography
Stoner Electric	Electrical Contractor
Strata Inc.	Telecom Installation
Strauss Excavation Inc.	Excavating & Underground Utilities
Streimer Sheet Metal Works, Inc.	Sheetmetal Subcontractor
Swersy Construction	Residential General Contractor
TCD Interiors Inc.	Drywall Installers/Insulation
TJ's Roofing	Roofing
Taurus Power & Controls Inc.	Electrical Testing/Consulting
Temp Control Mechanical Service	General Contractor
Tennessee Cable Service Inc.	Cable Construction
Tip Top Plumbing	Plumbing
Tolmie Enterprises Inc.	Cabinets
Tube Art Displays Inc.	Electrical Sign Install/Service
Twin City Glass Co Inc.	Glass & Glazing
Tyco Integrated Security LLC	Electrical Security Systems
USI – JB Insulation	Insulation
United Fire, Health & Safety	Fire Extinguisher Sales/Service
Universal Protection Service LP	Security Guard Services
Vee-Lee Amusement	Amusement Games
Velocity The Greatest Phone Company	Resell Communications, Managed Data
Vilardi Electric	Electrical Contractor
Vivint Inc.	Install, Service, Monitor Home Automation Sys
WC Construction Inc.	General Contractor
Wayne Mayo Construction	Construction – Remodel
West Coast Metal Buildings Inc.	Contractor/Manufacturer
West Side Electric Co Inc.	Electrical Contractor
Western Partitions Inc.	Construction
Western States Fire Protection Co.	Fire Protection Contractor
Westside Drywall Inc.	Drywall Installation
Westside Gutter Systems & Supply LLC	Gutter Service
Wetland Solutions Northwest LLC	Environmental Consulting
Willemse Glass	Glazing
Wolfers Inc.	HVAC
Woodstove Warehouse	Install Wood/Gas/Pellet Stoves
World Wide ATM LLC	ATM Placement
Yacht Management Services LLC	Boat Managing/Consulting

^{*}Denotes In-Home Business

 RENTALS - 2017		
Adams, Mary H.	Residential Rentals	
American Homes 4 Rent LP	Residential Rentals	
Arrowsmith Apartments	Residential Rentals	
Bell's Drafting & Construction Inc.	Residential Rentals	
By the Sea X LLC	Residential Rentals	
D & J Residential Rentals	Residential Rentals	
Don Dworschak (Apt)	Residential Rentals	
Don Woshnak	Residential Rentals	
Dorinda Aschoff	Residential Rentals	
Fawnwood LTD (Res Rentals)	Residential Rentals	
Franklin Manor Apts.	Residential Rentals	
Gable Park Apartments	Residential Rentals	
Gable Road Prop dba Hidden Oaks	Residential Rentals	
Hafeman Rentals – Res.	Residential Rentals	
Jack Overstreet (Res. Rentals)	Residential Rentals	
Jillson Investments	Residential Rentals	
Jim Dias	Residential Rentals	
Jim Semling – Apartments	Residential Rentals	
Lautt Rentals	Residential Rentals	
Lincoln Square Apartments LLC	Residential Rentals	
Lorin Fielding	Residential Rentals	
Lorraine Calcagno	Residential Rentals	
Nob Hill Riverview	Residential Rentals	
Northfork Apartments	Residential Rentals	
Old Oak Properties LLC	Residential Rentals	
Pam Powell Rentals	Residential Rentals	
Parkside Apartments/Hickey	Residential Rentals	
Paul F. Nezbeda (Residential Rentals)	Residential Rentals	
Paul Krenz	Residential Rentals	
Paul Thayer, Sunset Manor Apts.	Residential Rentals	
Robert E. Ellinwood III Test. Trust	Residential Rentals	
Robert Tracey (Rentals)	Residential Rentals	
St. Helens Marina LLC	Residential Rentals	
St. Helens Riverfront LLC	Residential Rentals	
Steel Apartments/Curnutt	Residential Rentals	
Stork Rentals	Residential Rentals	
Tanglewood on Columbia/Locke	Residential Rentals	
Tom & Debbie Clarke	Residential Rentals	
Tropicana Court/Holz	Residential Rentals	
Vandehey Property Management	Residential Rentals	

The Village Inn Motel & Restaurant	Residential Rentals
Wayne Weigandt Rentals	Residential Rentals
White Swallow Cabanas LLC	Residential Rentals
American Property Management	Commercial Rentals
BTP Cages LLC	Commercial Rentals
Bond Plaza LLC	Commercial Rentals
Bonnie & Benny Sharp	Commercial Rentals
C & M Investments LLC	Commercial Rentals
Columbia Commons LLC	Commercial Rentals
Davis-Rich Properties	Commercial Rentals
Don Dworschak (Commercial)	Commercial Rentals
Fawnwood LTD (Commercial Rentals)	Commercial Rentals
First Student Inc. (Commercial Rentals)	Commercial Rentals
Hafeman Rentals – Commercial	Commercial Rentals
Jack Overstreet (Commercial Rentals)	Commercial Rentals
Jesse Johnstun Rentals	Commercial Rentals
Jim Semling – Commercial Rentals	Commercial Rentals
Paul & Ken Stansbury	Commercial Rentals
PDX Properties (Commercial)	Commercial Rentals
St. Helens Professional Center	Commercial Rentals
Todd Stansbury	Commercial Rentals
Vannatta & Petersen (Comm Rentals)	Commercial Rentals
Windham LLC	Commercial Rentals

MISCELLANEOUS - 2017

Airgas USA LLC	Delivery
Aramark Uniform Services Inc.	Delivery
Arctic Glacier USA Inc.	Delivery
Ariel Truss Co Inc.	Delivery
Boyd Coffee Co.	Delivery
Cintas Corporation	Delivery
Coho Distributing LLC	Delivery
Corwin Beverage Company	Delivery
Dahlgren's Builders Supply	Delivery
Darling International Inc.	Delivery
Eoff Electric Co.	Delivery
Farwest Steel Reinforcing Company	Delivery
Food Services of America	Delivery
Industrial Tire Service Inc.	Delivery
LP Ferrellgas	Delivery
Parr Lumber Company	Delivery
Pepsi Beverages Company	Delivery

^{*}Denotes In-Home Business

Rolling Frito-Lay Sales LP	Delivery
Scappoose Sand and Gravel Co	Delivery
Sysco Portland Inc.	Delivery
UPS Inc.	Delivery
United States Bakery	Delivery
Crestwood/Cabana Property LLC	Mobile Home Park
St. Helens Marina LLC	RV Park
The Village Inn Motel & Restaurant	RV Park

BUSINESS LICENSE REPORT

City Department Approval: January 3, 2017 (PART TWO)

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

Signature: 1/3/2017

RESIDENT BUSINESS – RENEWAL 2017		
	2Cs Vendor Mall	Vendor Mall
	*A+ Engraving, LLC	Engraving
	*Aaron Susee Construction LLC	Construction
	Adeo in Home Care	In-Home Assistance for Seniors
	Betty Boudiette	Coloring & Cutting
	Bob's Barber Shop	Hair Cutting
	Bob's Towing & Salvage Inc.	Towing & Salvage
	CJ Eateries LLC dba Lori's Lounge	Restaurant/Deli
	*Camarena Housecleaning	House Cleaning
	Cardinal Services Inc.	Employment Services
	Carol Christensen Design	Secondhand Dealer
	The Cellular Connection LLC	Retail
	Columbia County Habitat for Humanity	Contractor
	Columbia Shores Financial Inc.	Financial Services
	Counseling and Wellness	Counseling
	dBox	Secondhand/Antique Mall
	Diana M Shera Taylor PC	Alternative Dispute Resolution & Law Practice
	Durham School Services	School Bus Transportation
	Earthly Angel Heavenly Touch	Beauty & Health
	Edward D. Jones & Co. LP	Stockbroker/Dealer
	Edward D. Jones & Co. LP	Financial Advising/Invest
	El Tapatio Restaurant	Restaurant
	Emmert Auto Glass	Automobile Glass Installation
	Emmert Chev Buick Pontiac Inc.	Auto Sales & Service
	Happy Garden Chinese Restaurant	Restaurant
	Javalation	Coffee Drive Thru
	Jimikat, Inc.	Restaurant & Bar
	Kalberer's Mediation	Mediation
	*Kell-Clean	Carpet & Window Cleaning
	Kozy Korner Restaurant/Lounge	Restaurant
	L. Olson Trucking	Trucking
	Larry Meres	Secondhand Dealer
	Law Office of Maurice W. Cassidy LLC	Attorney/Legal Services
	Letica Corporation	Manufacturing
	*Lina's Complete Cleaning Services LLC	Home & Office Cleaning Service

	Lower Columbia Engineering	Engineering Consulting
	Menagerie de Stratford	Resale
	Michael Bernstein	Secondhand
	Mo's Art, Hook & Needle Inc.	Retail Sale – Yarn, Classes
	Muchas Gracias	Mexican Restaurant
	Oregon's Attic	Hobby Sales Used Possessions
	Pastime Tavern	Tavern
	Richardson's Furniture	Retail Furniture
	Ruby Rhino Vintage	Secondhand Resale/Vintage
	*Run Wild Graphics	Custom Designs Applied to Glassware & App.
	*Russell S. Morrone	House Cleaning
	*St. Helens-Scappoose Septic Tank Svc.	
	Sandee's Salsa	Making & Selling
	Sherlock's Grocery	Convenience Store
	The Sherwin-Williams Company #1996	Sale of Paint & Related Products
	Snoopy's Doggie Day Care	Canine Care
	Stan's Refrigeration & A/C Inc.	Appliance Sales & Service
	*Sticky Signs and Graphics	Small Vinyl Signs & Graphics
	Storage Pal LLC	Outdoor Storage
	Sunshine Pizza	Restaurant
	Ten-in-Ten Inc.	Pizza Delivery
	V & J Sales	Secondhand Dealer
	*Vgenii LLC (Firearms)	Firearm Sales
	*Vgenii LLC (Consulting)	Consulting
	Wal-mart Store #2422	Retail Discount Merchandiser
	Well Within Acupuncture & Chinese Med	Acupuncture & Chinese Medicine
	Zatterberg's	Convenience Store
	Zhen's Chinese Restaurant Inc.	Restaurant
***************************************	NON DECIDENT	DIICTNESS - 2017
		BUSINESS - 2017
	Affordable Stick Built Homes LLC	New Residential Construction
	Allied Safe & Vault Co. Inc.	Security/Financial Equipment General Contractor
	Ameresco Inc.	
	B&B Air Conditioning & Heating Inc.	HVAC Sales/Service
	Boiler & Combustion Service Inc.	Heating Contractor
	C-2 Utility Contractors LLC	Underground Utilities
	CH Murphy/Clark-Ullman Inc.	Pressure Vessel Fab/Repair
	Carson Oil Co.	Equipment/Chemical/Parts Sales & Service
	Columbia River Floor Covering Inc.	Retail Floor Covering
	Cosco Fire Protection Inc.	Fire Protection
	Dorma USA Inc.	Install, Service, Sell Commercial Auto Doors
П	Dunkin & Bush Inc.	Painting Contractor

Economic Consultants Oregon	Economic Consulting		
Grumpy's Towing LLC	Towing/Recovery		
HDR Engineering Inc.	Engineering Services		
Harder Mechanical Contractors Inc.	General Contractor		
John Luttrell Construction	Construction		
K, L & C Inc.	General Contractor		
Lakeside Industries Inc.	Asphalt Paving Contractor		
North West Handling Systems Inc.	Material Handling Sales/Service		
ONHC PC	Attending Physician/Med Director Services		
Olin Chlor Alkali Products	Chemicals Manufacturer		
Oregon Heating & Air Conditioning LLC	HVAC		
Oregon Insulation & Remodeling	Contractor		
Oswego Drywall Install, Inc.	Drywall, Metal Stud & Acoustical		
Penny Hummel Consulting	Consulting Firm		
Performance Contracting Inc.	Specialty Contracting		
Rentokil North America	Pest Control/Airduct Cleaning/Maint. Service		
Reynolds Land Surveying Inc.	Land Surveying		
Rich Miller Landscape Service	Landscape Maintenance		
Stanley Convergent Sec. Sol. Inc.	Fire & Burglar Alarm Systems		
TFT Construction Inc.	Trucking & Excavation		
Univar USA Inc.	Chemical Distributor		
Western Collection Bureau Inc.	Financial Services (Collections)		
Your Own Backyard Construction LLC	Remodel/Repair Construction		
 DENTAL	S - 2017		
EIB Enterprises	Residential Rentals		
Janice A. Johnson	Residential Rentals Residential Rentals		
Jeff & Karen Reinan (Rentals)	Residential Rentals		
Ogan, Inc. (Res Rentals)	Residential Rentals		
Settle Properties	Commercial Rentals		
Ogan, Inc. (Comm. Rentals)	Commercial Rentals		
 MISCELLANEOUS - 2017			
Apple Foods Inc.	Delivery		
S & J Distributors LLC	Delivery		
David Loggins LLC	7-Day, Remodel Plumbing		
T & K Mechanical	7-Day, Mechanical Contractor		

PUBLIC WORKS MEMO

То:	The Mayor and Members of City Council	
From:	Sue Nelson, Public Works Engineering Director Neal Sheppeard, Public Works Operations Director	
Date:	18 January 2017	City of St. Helens
Subject:	December Status Summary	FOUNDED 1850

Engineering

- 1. Initiated change order for enhanced coating material for 2MG Reservoir Rehab project.
- 2. Inspected N. 11th Street culvert project until work was halted by NW Natural.
- 3. Heard from Columbia County Road Dept. that the revised Gable Road grant documents have been received from the State.
- 4. See complete report.

Parks

- 1. Completed Christmas tree decorations and lights & decoration in Plaza Park for tree lighting.
- 2. Continued with repairs to vandalized restrooms on Sand Island.
- 3. Assisted with snow removal around City during various snow events.
- 4. Removed graffiti and repaired vandalism at Columbia View restrooms regular occurrence.
- 5. See complete report.

Public Works Operations & Maintenance

- 1. Replaced 3 standard water meters with new radio read meters.
- 2. Put up Christmas lights and decorations downtown.
- 3. Sanded streets during snowfall events; winterized meter boxes and water line at City docks.
- 4. Continued work on phase 2 of storm drain extension on N. 17th Street, south of Wyeth Street.
- 5. Serviced and/or made repairs on 41 vehicles or equipment.
- 6. Responded to nine after-hours call-outs, mostly cold weather related.
- 7. See complete reports.

Water Filtration Facility

- 1. Produced 42.6 million gallons of filtered drinking water, an average of 1.4 million gal/day.
- 2. Compiled and submitted compliance reports to Oregon Health Authority.
- 3. Attended training on new phone system; new phones installed.
- 4. See complete report.

Waste Water Treatment Plant

- 1. Worked with American Security on problems with alarm system sending out multiple false alarms.
- 2. Dealing with high pH coming from Mill discharge. Appears to be from cleaning their equipment.
- 3. Installed backup sampler after primary sampler failed.
- 4. Replaced section of leaking pipe at Pump Station No. 6.
- 5. See complete report.



Engineering Department Status Report 10 January 2017



WATER PROJECTS

2MG Reservoir Rehab Project

The new, improved liner material that was approved in the first week of December was ordered and delivered to the site in late December. The Contractor has scheduled final tank preparation and installation of the liner membrane and spray-on coating for January.

DEVELOPMENT PROJECTS

St. Helens Marina River Street RV Park

No change in status: The Contractor continues construction of five new RV spaces to be located north of the existing boat ramp at the St. Helens Marina.

St. Helens Marina Wyeth Street RV Park

No change in status: Plans were approved for improvements of an expansion of the RV park near the St. Helens Marina. Five new RV spots have been approved for construction on the north side of the existing RV park.

Elk Ridge Estates Phase VI

No change in status: There has been little to no progress made by the Developer's contractor on the remaining public improvements for this development. A new Preliminary Plat approval from the Planning Commission was approved in November. This will allow the Developer to continue with the remaining infrastructure construction to complete Phase 6 of the multi-phase development.

Sykes Road Development

No change in status since last month: A final walk-thru with Engineering and Public Works staff, the Project Engineer, the Contractor, and the Owner was held on August 25, 2016. The project infrastructure construction was reviewed and a few finishing touches were suggested, to be completed by the Owner. New sewer, water, and storm drain public mains will be accepted by the City upon delivery of a 2-year warranty bond from the Owner.

SANITARY SEWER AND STORM DRAIN PROJECTS

Godfrey Park Storm Drain Project

Vegetation restoration will occur in early spring.

N. 11th Street, Lot 7

NW Natural has halted construction on this project until they can re-route a major natural gas main that they feel will be in conflict with the storm drain. Work was started by a private contractor to install a new storm pipe through a section of open ditch on the east side of N. 11th Street. NW Natural anticipates having their project complete by the end of February.

STREET AND TRANSPORTATION PROJECTS

Gable Road Improvement Project

On December 22, Columbia County Road Department received the revised grant agreement from ODOT. As soon as this has been approved by their Commissioners, the Consultant selection process can get underway. The City will be partnering with the County to oversee all aspects of this large-scale improvement project. Construction of improvements on Gable Road between Highway 30 and Columbia Blvd. will include widening of the travel lanes, the addition of bike lanes, new sidewalks, and additional safety features.

MISCELLANEOUS PROJECTS

Right-of-Way and Construction Permits

There was one Right-of-Way permit issued in December 2016 to Comcast for a new service installation.



Parks Department for December 2016



Parks Department December 2016

Daily duties were performed which include: cleaning restrooms, garbage pickup, Sand Island maintenance, and general parks maintenance.

Dealt with vandalism to the Sand Island restrooms; ordered materials, started repairs

Spread rock at Grey Cliffs parking area

Christmas tree and plaza decorations

Picked up and disposed of a couch left on Gable Road

Trimmed trees and shrubs at the Library

Removed graffiti in the restrooms at Columbia View

Snow....

Removed fallen branches from all the parks

More snow

Removed leaves from the Parks

Cleaned and organized the Parks Building

Pruned shrubs at McCormick Park

Public Works Work Report December 2016

Water Dept:

Installed 3 radio read meters

Barkdusted meter boxes to prevent freezing

Read meters and heavy users

Turned off and on 61 delinquents

Put up Christmas lights and decorations downtown

Sanded during snowstorm

Cleaned up after snowstorm

Took down tent downtown

Helped Roger repair dog statue

Repaired broken service line to Dockside

Repaired storm drain at Sykes Rd. & Columbia Blvd.

Repaired leak on main on 100 blk N. 7th St.

Helped Roger with Columbia View restroom repair

Sewer Dept:

Worked on N. 17th St. storm project

Unplugged sewer at S 19th St. & Cowlitz St.

Winterized waterline at City dock

Sanded during snowstorm

Repaired water leak on 6" main on Tice Rd.

Fixed dangerous hole on Boise Veneer Property

Rocked muddy road on 400 blk of N. 7th St.

Cleaned storm ditch grates

Repaired water leak in maint. Room at Columbia View restroom

Call-Outs:

Christmas tree lighting – move Santa

Turned on delinquent on Oakwood Rd.

Turned on delinquent at 315 N 2nd St.

Frozen pipes on Sherwood Dr.

Spains Hill slick

Emergency locate at 35516 Jakobi St.

Leak at Dockside

No power at City Dock

Sand per PD request

Miscellaneous:

Swept streets

Marked 24 locates

Checked wells & reservoirs daily

Monthly Report December 2016

12/1/16

Office Computer work went through records on vehicles PW #5 Installed a new grease fitting in the hammer

Parks #3 Attached tool box to the bed Parks #53 Repaired a right rear tire

12/2/16

Office Computer work, worked on the insurance list

PW #5 Hydraulic block broke so I removed it and took it to Kinnear to see if they can get the parts

Shop Cleaned restroom and shop sink

Parks fabricated a plate for the bathroom at McCormick park

PW Went over the small sander with the guys at PW

PW Started and washed off the sanders at the public works shop

12/5/16

Office Computer work, worked on the insurance list

Police S-4 Repaired a tire

PW #55 Installed new spot mirrors and tightened up a spotlight

PW Fabricated a new Kattie bar for the door at the bathrooms on sand island

Parks sharpened a chain saw

12/6/16

Office Computer work went through the insurance papers

PW Drained the water out of the compressor at public works and plugged it back in and test ran it

Ran fine

PW #5 Checked on parts for the hammer

12/7/16

Office Computer work

PW Started all the sanders and the grader and let them warm up

PW Drilled a bigger hole in the Kattie bar sand island

12/8/16

Office Computer work

PW Started the sanders and helped get ready for the snow

PW #13 Installed new chains on the truck

PW #32 Broken Headlight and zip tied it up for now

12/9/16

Office Computer Work PW Sanded streets

PW #4 Ordered and installed a new starter

Parks P3 Installed wiper blades

12/12/16

PW #32 Brought truck to the shop for repairs ordered a headlight and repaired a deflector on the

PW Drained oil out of a pump that was left outside so the crankcase filled full of water

PW #5 Repaired the hammer and also installed a new bit

12/13/16

Office Computer work

PW #32 Installed new headlight assembly

PW #13 Filled coolant
Parks Unloaded a foot bridge

PW Filled oil reservoir with diesel to rinse out the water in the pump that was left outside. Filled

with clean oil

12/14/16

Office Computer work

PW #32 Tightened up a hydraulic fitting

PW #13 Set up the sander dialed in the controls

PW Started moving the planter boxes over by the Stimpson building

PW Helped Lift the pipe up for the south pole project?

12/15/16

Office Computer work

PW #30 Installed new tires

Shop Clean up

12/15/16

Office Computer work

Shop Cleaned restroom and shop sink

PW Checked sanders

12/19/16

Office Computer work

Police Ordered studded snow tires for one of the cars

PW Sanded streets

PW #52 Loaded truck onto a trailer and brought it out to the shop for repairs

12/20/16

Office Computer work

PW #52 Removed the truck box and replaced the fuel pump all day project

12/21/16

Office Computer work

PW Finished moving the planter boxes and spread rock in the public works yard

12/22/16

Office Computer work

PW Went through the vehicle usage list with Neal

Keith Vac day

12/27/16

Brett Vacation from December 27th to January 2nd



City of St. Helens, Oregon

Public Works Water Filtration Facility PWS 4100724 P.O. Box 278 St. Helens, OR 97051



Water Filtration Facility Journal December 2016

Water Production: 42.6 million gallons which averages 1.37 million gallons per day 547,660,000 Gallons for the year

Week 1 Produced and sent December OHA reports to the State. Performed monthly check on fire extinguishers. Sent sewer readings to Columbia City public works. Received training on how to use the new phone system we are having installed.

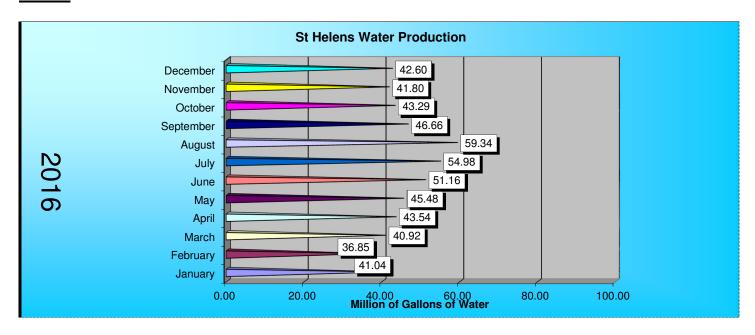
Week 2 Gathered and sent out the December LT2 (Cryptosporidium) sample. The test results are coming back



negative which means that this parasite is **NOT** present in our source water. IF these parasites were present, the membrane filtration system we are using to filter our water would remove these parasites 100%! Received delivery of Chlorine for the WFF process.

Week 3 Ordered chlorine and caustic delivery for the last week of this month. Received and had installed the new city-wide ShoreTel telephone system. The WFF seems to be short one phone? Centerlogic came back and installed our 3rd phone.

Week 4 Received our Chlorine and Caustic orders.



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

WWTP Monthly Operations and Maintenance Report December 2016

To: Sue Nelson

From: Aaron Kunders

Secondary System Report

- 12/21-Mark with McCoy Electric here to get part numbers for aerator starter and install LED light on outside of Sec building.
- 12/22-Very high pH coming from Mill. Rechecked and still high. Called Jeff at the mill and no answer. Talked to Rory and was told the mill was in a shut down and the high pH was from the cleaner. pH finally below 9 at 1600.
- 12/23-Secondary sampler fridge very warm. Brought in backup and set up.

Primary System Report

• 12/5-Primary sampler failed. Replaced motor and still won't work. Switched out samplers.

Pump Stations

• 12/5-PS#6-Found one section of pipe leaking and removed.

Sodium Hypochlorite System

- 3470 gallons used this month.
- 3737 gallons used last month.

Call-outs

• No after hour call outs

Plant

- 12/1-Cleaned South contact tank.
- 12/6-Got all trucks ready for winter weather.
- 12/7-TCMS here to work on HVAC system.
- 12/7-American Security here to work on alarm system.
- 12/10-TSS vacuum pump issues.
- 12/13-No internet to the plant. Found that the bills were being sent to the wrong location.
- 12/14-Winterized plant.
- 12/16-More false alarms in shop. Called American Security and had them ignore.
- 12/19-Headworks screens both in failure on SCADA. Checked and they are both fine but not communicating with SCADA.
- 12/21-American Security here to check out false alarms. They adjusted the sensitivity on the motion sensor.
- 12/27-Another false alarm in shop.
- 12/31-More TSS vacuum pump issues.

Pretreatment

- 12/12-Local limits sampling.
- 12/30-Septage receiving station plugged. Flushed with hose and working fine.

Next Month

• Quarterly sampling