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## City of St. Helens COUNCIL AGENDA

**Wednesday, January 18, 2017**

City Council Chambers, 265 Strand Street, St. Helens

### City Council Members

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

### Welcome!

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

1. **7:00PM - CALL REGULAR SESSION TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **INVITATION TO CITIZENS FOR PUBLIC COMMENT** – *Limited to five (5) minutes per speaker.*
4. **ORDINANCES – Final Reading**
  - A. **Ordinance No. 3211:** An Ordinance to Amend the City of St. Helens Zoning District Map for Certain Property from the Highway Commercial (HC) Zone to the Apartment Residential (AR) Zone
5. **RESOLUTIONS**
  - A. **Resolution No. 1774:** A Resolution Appointing the Budget Officer for Fiscal Year 2017-18
  - B. **Resolution No. 1775:** A Resolution of the City of St. Helens Authorizing Extended Enterprise Zone Benefits for a Fourth and Fifth Year to Cascades Tissue Group-Oregon Converting, a Division of Cascades Holding U.S. Inc. (Cascades), Located in the South Columbia County Enterprise Zone
6. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
  - A. [RATIFY] Marijuana Tax Collection Agreement with State of Oregon Department of Revenue
  - B. Community Impact Agreement with Sweet Relief St. Helens for Retail Marijuana Sales
  - C. Community Impact Agreement with Miss Organics, dba: Green Lion for Retail Marijuana Sales
  - D. Asset Donation Agreement and Arbitration Provision for Acquisition of Production Props
  - E. Professional Services Agreement with Centerlogic for IT Services
  - F. Contract Payments
7. **APPOINTMENTS TO BOARDS & COMMISSIONS**
8. **CONSENT AGENDA FOR ACCEPTANCE**
  - A. Planning Commission Minutes dated December 13, 2016
  - B. Accounts Payable Bill List
9. **CONSENT AGENDA FOR APPROVAL**
  - A. Accounts Payable Bill List
10. **MAYOR SCHOLL REPORTS**
11. **COUNCIL MEMBER REPORTS**
12. **DEPARTMENT REPORTS**
13. **ADJOURN**

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For more information or for an application, stop by City Hall or call 503-366-8217.

**City of St. Helens**  
**ORDINANCE NO. 3211**

**AN ORDINANCE TO AMEND THE CITY OF ST. HELENS ZONING DISTRICT MAP  
FOR CERTAIN PROPERTY FROM THE HIGHWAY COMMERCIAL (HC) ZONE TO  
THE APARTMENT RESIDENTIAL (AR) ZONE**

**WHEREAS**, applicants have requested to amend the City of St. Helens Zoning District Map for property described in **Attachment "A"** attached hereto and made part of this reference, also currently identified as Columbia County Tax Assessor Map Number 4N1W-4BC-2400, from Highway Commercial (HC) to Apartment Residential (AR); and

**WHEREAS**, the St. Helens Planning Commission did hold a duly noticed public hearing and did conclude to recommend such a change to the City Council; and

**WHEREAS**, the City Council did hold a duly noticed public hearing and did find that after due consideration of all the evidence in the record compared to the criteria, that they agreed with the application; and

**WHEREAS**, the Council has considered the findings of compliance with criteria and law applicable to the proposal.

**NOW, THEREFORE, THE CITY OF ST. HELENS DOES ORDAIN AS FOLLOWS:**

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

**Section 2.** The City of St. Helens Zoning District Map is amended to change the zoning district boundaries of the Highway Commercial (HC) zone to the Apartment Residential (AR) zone for the property described herein.

**Section 3.** In support of the aforementioned Zone District Map Amendment, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Attachment "B"** and made part of this reference.

**Section 4.** The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: January 4, 2017  
Read the second time: January 18, 2017

**APPROVED AND ADOPTED** this 18<sup>th</sup> day of January, 2017, by the following vote:

Ayes:

Nays:

ATTEST:

\_\_\_\_\_  
Rick Scholl, Mayor

\_\_\_\_\_  
Kathy Payne, City Recorder

EXHIBIT "A"

Beginning at a square head pin set for the most Westerly corner of Georgetown Addition to St. Helens, as per plat on file and of record in the Clerk's Office of Columbia County, Oregon; thence along the East line of the Aaron Broyles Donation Land Claim, North 29°48' West a distance of 52.25 feet to an angle corner in tract described as parcel 1 in deed to Safecare Company, Inc., a Washington corporation et al., recorded September 20, 1971 in Book 183, page 604, Deed Records of Columbia County, Oregon; thence South 75°35' West along the Southerly line of said tract as described in said Book 183, page 604, a distance of 148.02 feet to the TRUE POINT OF BEGINNING of the property to be described herein; thence North 16°01' West along the Westerly line of said tract as described in said Book 183, page 604, Deed Records of Columbia County, Oregon, 69.06 feet to the most Easterly corner of tract described in Parcel 2 in deed to Ronald I. Steinke et ux., recorded May 3, 1977 in Book 211, page 475, Deed Records of Columbia County, Oregon; thence South 71°20' West along the Southerly line of said Steinke tract, 140.04 feet to the Easterly right of way line of Bradley Street; thence South 18°40' East along the Easterly right of way line of said Bradley Street, 100 feet to the most Westerly corner of the First Western Bank and Trust Company tract as described in Parcel 2 in deed recorded February 17, 1972 in Book 185, page 610, Deed Records of Columbia County, Oregon; thence North 88°44' East along the Northerly line of said First Western Bank and Trust Company tract, 155 feet to the Northeasterly corner thereof; thence along the Westerly line of tract conveyed to Lawrence C. Jensen et ux by instrument recorded February 27, 1961 in Book 144, page 759, North 18°47' West 58.5 feet to the most Westerly corner of said Jensen tract; thence Northwesterly in a straight line to the Southeast corner of tract conveyed to Jensen Transportation, Inc. by deed recorded April 28, 1975 in Book 200, page 480, Deed Records of Columbia County, Oregon; thence along the East line of said Jensen Transportation, Inc., tract North 16°01' West 12.6 feet to the true point of beginning.

ORD No. 3211

Exhibit "A"

**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Zone Map Amendment CPZA.2.16**

**APPLICANT:** Jeremy & Sherri Thompson

**OWNER:** Same

**ZONING:** Highway Commercial (HC)

**LOCATION:** 4N1W-4BC-2400  
Bradley Street

**PROPOSAL:** Zone Map Amendment from Highway Commercial (HC) to Apartment Residential (AR)

**The 120-day rule (ORS 227.178) for final action for this land use decision is not applicable per ORS 227.178(7).**

**SITE INFORMATION / BACKGROUND**

The subject property is 0.4 acres located on Bradley Street off Columbia Blvd., just west of US 30, between Marshall Street and Shore Drive. The site has an existing 40' x 96' shed that was constructed in 1982 to store buses. In 1985, a Conditional Use Permit was approved to be used as storage for trucks, campers, boats, etc. The 1985 permit included the subject property and the adjacent east property (as they are configured today).

In 2000 the Conditional Use Permit was modified to include maintenance on towed vehicles using the existing building, but this only applied to the adjacent property to the east.

The site is unpaved (gravel) and contains a fence around the perimeter. There is a multi-dwelling complex (Norcrest) abutting the property to the north, a church across the street, and outdoor storage to the south and east of the property.

**PUBLIC HEARING & NOTICE**

Hearing dates are as follows:

November 8, 2016 before the Planning Commission

December 21, 2016 before the City Council

**At their November 2016 meeting, the Planning Commission unanimously recommended approval of this request to the Council.**

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on October 20, 2016 via first class mail. Notice was sent to agencies by mail or e-mail on October 20, 2016. Notice was published in the The Chronicle on October 26, 2016. Notice was sent to the Oregon Department of Land Conservation and Development on October 4, 2016.



## AGENCY REFERRALS & COMMENTS

As of the date of this staff report, the following agency referrals/comments have been received that are pertinent to the analysis of this proposal.

**City Engineering:** “Regarding potential future development: Public sanitary sewer main will need to be extended to serve property. Depending on extent of future development, 4” water main on Bradley Street may need to be upsized to meet water supply requirements. No objections to this zone change.”

**Oregon Department of Transportation:** “The zone change will have negligible traffic impacts and will not have a significant effect on the state system. Additionally, the zone change is consistent with the City’s [current] Comprehensive Plan.”

## APPLICABLE CRITERIA, ANALYSIS & FINDINGS

### SHMC 17.20.120(1) – Standards for Legislative Decision

The recommendation by the commission and the decision by the council shall be based on consideration of the following factors:

- (a) The statewide planning goals and guidelines adopted under ORS Chapter 197;
- (b) Any federal or state statutes or guidelines found applicable;
- (c) The applicable comprehensive plan policies, procedures, appendices and maps; and
- (d) The applicable provisions of the implementing ordinances.

**(a) Discussion:** This criterion requires analysis of the applicable statewide planning goals. The applicable goals in this case are Goal 1, Goal 2, and Goal 10.

### Finding(s):

#### ***Statewide Planning Goal 1: Citizen Involvement.***

*Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.*

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations.

The City’s Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is required too. The City has met these requirements and notified DLCD of the proposal. In addition, the City has sent notice to property owners potentially impacted by the proposed changes in land uses allowed on property as required by ORS 227.186.

Given the public vetting for the plan, scheduled public hearings, and notice provided, Goal 1 is satisfied.

***Statewide Planning Goal 2: Land Use Planning.***

*This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.*

The City and State (i.e., DLCD) coordinated with regard to the adoption of this proposal. The City notified DLCD as required by state law prior to the public hearings to consider the proposal.

There are no known federal or regional documents that apply to this proposal. Comprehensive Plan consistency is addressed further below.

Given the inclusion of local, state, regional and federal documents, laws, participation and opportunity for feedback as applicable, Goal 2 is satisfied.

***Statewide Planning Goal 10: Housing***

*This goal is about meeting the housing needs of citizens of the state. Buildable lands for residential use shall be inventoried and plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density.*

The proposed zoning map amendment would allow for residential development. Given the demand for additional housing units in St. Helens and the region, Goal 10 is satisfied.

**(b) Discussion:** This criterion requires analysis of any applicable federal or state statutes or guidelines in regards to the residential zone change request.

**Finding:** There are no known applicable federal or state statutes or guidelines applicable to this zone change request.

**(c) Discussion:** This criterion requires analysis of applicable Comprehensive Plan policies, procedures, appendices, and maps. The applicable goals and policies are:

**19.08.050 Housing goals and policies.**

*(1) Preface. Residents of the city of St. Helens are demographically in different stages of socioeconomics. As such, they vary in their family sizes, economic capabilities and interests and will desire different types of housing. The strategy is to ensure that sufficient lands are designated for those different phases and desires of current and*

*future residents and to encourage policies and decisions to allow all residents the ability to find affordable housing.*

*(2) Goals.*

*(a) To promote safe, adequate, and affordable housing for all current and future members of the community.*

*(b) To locate housing so that it is fully integrated with land use, transportation and public facilities as set forth in the Comprehensive Plan.*

*(3) Policies. It is the policy of the city of St. Helens to:*

*(a) Maintain adequate development and building codes to achieve the city's housing goals.*

*(b) Encourage the distribution of low income and/or multifamily housing throughout the city rather than limiting them to a few large concentrations.*

*[...]*

*(h) Encourage energy-efficient housing patterns in residential developments.*

**19.12.020 General residential category goals and policies.**

*(1) Goals. To create conditions suitable for higher concentrations of people in proximity to public services, shopping, transportation and other conveniences.*

*(2) Policies. It is the policy of the city of St. Helens to:*

*(a) Require undeveloped public ways of record to be improved to applicable city standards as a condition to the issuance of building permits for lots that front these ways.*

*(b) Encourage the infilling of areas presently undeveloped due to topographical limitations to achieve a more efficient use of the land.*

*(c) Allow for the convenient location of grocery stores by the conditional use process.*

*(d) Develop rules for multifamily dwellings which are consistent with housing policies.*

*(e) Designate general residential lands as R-5, General Residential or AR, Apartment Residential on the city zoning map.*

**19.12.080 Highway commercial category goals and policies.**

*(1) Goals.*

*(a) To create opportunities for the orderly business development along selected portions of arterials.*

*(b) To establish conditions which will assure that arterial traffic flows are not disrupted and that access to and from these locations is designed for safety.*

*(c) To prevent highway frontage from becoming a strip of mixed commercial, residential and other unrelated uses.*

*(2) Policies. It is the policy of the city of St. Helens to:*

*(a) Designate as highway commercial such areas along portions of US 30 where highway business has already become well established.*

*(b) Designate as highway commercial such areas at major road intersections where access to business sites does not conflict with safe traffic movement.*

*(c) Encourage enterprises which cater to the traveling public to locate in this designation.*

*(d) Encourage curbing along Highway 30 and limit the number of curb-cuts to minimize traffic hazards as a result of conflicts between through traffic and shopper traffic.*

*(e) Preserve areas for business use by limiting incompatible uses within them.*

*(f) Improve the appearance and safety of US 30 and sites along US 30, through means such as landscaped medians, banner poles, landscaping along the highway right-of-way, and landscaping in parking lots.*

*(g) Encourage undergrounding of overhead utilities.*

**Discussion:** The proposal is to amend the Zoning Map from Highway Commercial (HC) to Apartment Residential (AR), which is in line with the existing Comprehensive Plan designation of General Residential (GR). GR allows for both General Residential (R5) and Apartment Residential (AR).

The 2008 Economic Opportunities Analysis (SHMC Chapter 19.24) notes a shortage of zoned commercial lands of about 10 acres, but recommended re-zoning surplus *industrial* lands to accommodate the commercial lands shortage. This conclusion also made a number of assumptions. It assumed a population growth of 17,842 by 2030 and that about 48% of the employable population would be employed in a commercial industry. Once the number of commercial jobs was estimated, a standard acreage rate per person was used to determine the needed acreage of commercial lands. With these assumptions made eight years ago, staff does not feel confident using this conclusion as justification against this zone change proposal.

**Finding (s):** There is demand for additional housing units in the region and in St. Helens. The proposed zoning map amendment would allow for residential development. This proposal is not contrary to Comprehensive Plan goals and policies.

The Council determined that the zoning change request is consistent with the Comprehensive Plan goals and policies.

**(d) Discussion:** This criterion requires that the proposal not conflict with the applicable provisions of the implementing ordinances. The purpose and allowed uses for HC and AR have been included as an attachment. Despite the Comprehensive Plan designation as GR, the property was zoned HC, likely because of the property's existing use. Outdoor storage of vehicles is not allowed in the HC zone, making the site a non-conforming use. The non-conforming use status will comply regardless of HC or AR zoning (which does not allow for storage as a principal use).

**Finding (s):** The proposed zone change will not increase the non-conforming use of the site. When development occurs, the provisions of the implementing ordinances will apply.

**Discussion:** Note the definition of "spot zoning" per SHMC 17.16 as follows:

*Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding uses and not for the purpose or effect of furthering the*

*comprehensive plan.*

The Council determined this proposal is not a “spot zoning” as defined by the Development Code.

**SHMC 17.20.120(2) – Standards for Legislative Decision**

Consideration may also be given to:

(a) Proof of a change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or implementing ordinance which is the subject of the application

**Finding (s):** The current zoning is inconsistent with the Comprehensive Plan designation. The zone change would make the zone consistent.

**CONCLUSION & DECISION**

**The City Council approves this zone map amendment request.**

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Rick Scholl, Mayor

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Date

**City of St. Helens**  
**RESOLUTION NO. 1774**

**A RESOLUTION APPOINTING THE BUDGET OFFICER FOR FISCAL YEAR 2017-18**

**WHEREAS**, Oregon budget law requires that a Budget Officer be appointed by the Council or designated by Charter for each budget cycle; and

**WHEREAS**, the Budget Officer is responsible for preparing the proposed budget for presentation to the Budget Committee, publishing required notices, and compliance with budget law;

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

**Section 1.** Finance Director Matthew Brown is appointed as the Budget Officer for fiscal year 2017-18.

**Section 2.** This resolution shall be effective upon its approval and adoption.

**Approved and adopted** by the City Council on January 18, 2017, by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Rick Scholl, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

**City of St. Helens**  
**RESOLUTION NO. 1775**

A RESOLUTION OF THE CITY OF ST. HELENS AUTHORIZING EXTENDED  
ENTERPRISE ZONE BENEFITS FOR A FOURTH AND FIFTH YEAR TO  
CASCADES TISSUE GROUP-OREGON CONVERTING, A DIVISION OF  
CASCADES HOLDING U.S. INC. (CASCADES), LOCATED IN THE SOUTH  
COLUMBIA COUNTY ENTERPRISE ZONE

**WHEREAS**, the South Columbia County Enterprise Zone has six (6) sub-area co-sponsors, 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 relief 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**, Cascades proposes to invest \$53,640,000 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 seventy-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 Zone 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 City of St. Helens 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

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



**Approved and adopted** by the City Council on January 18, 2017, by the following vote:

Ayes:

Nays:

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Rick Scholl, Mayor

ATTEST:

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Kathy Payne, City Recorder

## EXTENDED ENTERPRISE ZONE EXEMPTION AGREEMENT

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 Approval of Authorization Application. 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.

1.3 Extended Tax Abatement. Notwithstanding ORS 285C.175, the Zone 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 Additional Requirements. 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 Application for Authorization. The Firm agrees to file an application for authorization pursuant to ORS 285C.140 following adoption of this Agreement.

2.2 Notices. 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 County Average Annual Wage. 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 Election to Forego. 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.

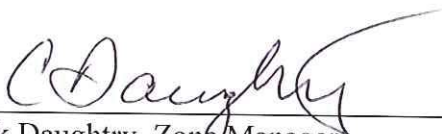
5. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, written or oral, between the Parties with respect to such subject matters.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the \_\_\_\_\_, day of \_\_\_\_\_, 201\_\_, which shall be known as the "effective date" of the Agreement.

SOUTH COLUMBIA COUNTY  
ENTERPRISE ZONE ENTERPRISE ZONE

CASCADES, INC.

By:

  
\_\_\_\_\_  
Chuck Daughtry, Zone Manager

By:

\_\_\_\_\_

## MARIJUANA 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) General Administration.** 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) Level of Service.** 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) Transfer of Taxes to City.** 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) Costs.** 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 =  $(\$99/\text{hour} * 60 \text{ hours}) / 250 \text{ Marijuana Taxpayer} = \$23.76 \text{ per Local Taxpayer per year}$

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

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

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

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

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

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

(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 withheld 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) Recovery of Overpayments.** 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) Department Quarterly Reports.** 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) Department Annual Reports.** 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) City Reports.** 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) Information.** 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) Limits and Conditions.** 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) Term.** 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 15<sup>th</sup> day of the calendar quarter, the Department will administer the Local Tax for the quarter in which this Agreement is executed.

**(17) Default and Remedies.** 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) Amendments.** 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) Successors and Assigns.** This Agreement shall be binding and inure to the benefit of the parties, their assigns, and successors.

**(21) Severability.** 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) Representations.** 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) Nonappropriation.** 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) Survival.** 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) Force Majeure.** 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) Counterparts.** 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) Merger.** 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.

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



# **EXHIBIT A**

**DOR**

**SECURITY CLAUSE**

**and**

**SECURITY 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:

• 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.



## 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 forestland 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

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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.

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## 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

### 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 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	

### REVENUE EMPLOYEES

PRINT your full name	Date
Signature	
X	

### AGENCY USE

☐ In Compliance

☐ Not in Compliance



## **COMMUNITY IMPACT AGREEMENT**

This Community Impact Agreement ("Agreement") is entered into between the City of St. Helens, an Oregon municipal corporation ("City") and Sweet Relief St. Helens, a Retail Marijuana Business, ("Marijuana Related Business") collectively "the Parties."

### **RECITALS**

WHEREAS, the St. Helens City Council approved Ordinance No. 3196 on October 7, 2015, and Ordinance No. 3202 on December 2, 2015, amending St. Helens Municipal Code ("SHMC") Chapter 5.30 to allow Marijuana Related Businesses to operate in the City; and

WHEREAS, SHMC 5.30.020 requires Marijuana Related Businesses to obtain a Marijuana Related Business License from the City in order to legally operate in the City; and

WHEREAS, an executed community impact agreement is one requirement for Retail Marijuana Related Businesses to obtain a License from the City; and

WHEREAS, the Parties jointly wish to enter into this Agreement.

Now, THEREFORE, in consideration for the mutual covenants and agreements herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to seek to mitigate the public safety and public health impacts of the Marijuana Related Business on the St. Helens community. Marijuana Related Business has expressed a desire to positively contribute to the community, including through this Agreement.
2. **DEFINITIONS.** As used in this Agreement, unless the context requires otherwise:
  - a. "Administrator" means the Finance Director for the City of St. Helens or his/her designee.
  - b. "Gross Sales" means the total amount received in money, credits, property or other consideration from sales of marijuana, medical marijuana and marijuana-infused products.
  - c. "Marijuana" means all parts of the plant of the Cannabis family Moraceae, whether growing or not; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its resin, as may be defined by Oregon Revised Statutes as they currently exist or may from time to time be amended. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
  - d. "Person" means natural person, joint venture, joint stock company, partnership,

association, club, company, corporation, business, trust, organization, or any group or combination acting as a unit, including the United States of America, the State of Oregon and any political subdivision thereof, or the manager, lessee, agent, servant, officer or employee of any of them.

- e. "Purchase or Sale" means the acquisition or furnishing for consideration by any person of marijuana or marijuana-infused products within the City.
  - f. "Retail sale" means the transfer of goods or services in exchange for any valuable consideration.
3. CITY FINDINGS. The City hereby finds that the operation of the Marijuana Related Business in the City will contribute to the economic development of the City, but may also increase the demand on City services resulting from the use of marijuana, specifically on public safety and public health. The City therefore intends, by this Agreement, to increase support to public safety, enforcement, and health related programs in the City and broader community which are impacted by increased marijuana usage.
4. TERM. The term of this Agreement shall commence upon the approval of this Agreement by the City Council and execution by the Mayor and shall continue for five (5) years unless (i) sooner terminated as provided in this Agreement or (ii) extended as mutually agreed upon, in writing, by the Parties.
5. COMMUNITY IMPACT PAYMENTS. The Marijuana Related Business recognizes and acknowledges that the City may experience direct and indirect impacts resulting from the use of marijuana, specifically on public safety and public health. In order to mitigate those impacts, Marijuana Related Business shall make quarterly Community Impact Payments to City in the amount described in Section 6 of this Agreement. City shall appropriate funds from the Community Impact Payments to public safety and marijuana related programs in the City.
6. AMOUNT OF COMMUNITY IMPACT PAYMENTS.
- a. Marijuana Related Business shall pay to the City seven percent (7%) of the gross sale amount paid to the Marijuana Related Business of marijuana and marijuana-infused products for the first year of this Agreement. No later than December of each year, the City will review the amount of the Community Impact Payments and may, in its sole discretion, adjust that amount for the subsequent year, beginning in January. In no event shall the amount of the Community Impact Payment exceed seven percent (7%) of the gross sale amount.
  - b. The following deductions shall be allowed against sales received by the Marijuana Related Business providing marijuana or marijuana-infused products:
    - i. Refunds of sales actually returned to any purchaser.



- ii. Any adjustments in sales which amount to a refund to a purchaser, providing such adjustment pertains to the actual sale of marijuana or marijuana-infused products and does not include any adjustments for other services furnished by Marijuana Related Business.
- c. Marijuana Related Business may treat as a credit, against its community impact payments, the amount paid to the City for a Marijuana Business License.

## 7. METHOD AND TIMING OF PAYMENTS.

- a. Marijuana Related Business shall, on or before the last day of the month following the end of each calendar quarter (in the months of April, July, October and January) make a return to the Administrator, on forms provided by the City, specifying the total sales pursuant to this Agreement and the amount of the Community Impact Payment.
- b. Marijuana Related Business must keep and preserve in an accounting format established by the Administrator records of all sales and such other books or accounts as may be required by the Administrator. All such books, invoices and other records shall be retained for a period of three (3) years. The Administrator shall have the right to inspect all such records at all reasonable times.

## 8. REFUNDS.

- a. Whenever the amount of the Community Impact Payment has been overpaid or paid more than once, or has been erroneously collected or received by the City, it may be refunded as provided in subsection b. of this section, provided a claim in writing, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the Administrator within one year of the date of payment. The claim shall be on forms furnished by the Administrator.
- b. The Administrator shall have twenty (20) calendar days from the date of receipt of a claim to review the claim and make a determination in writing as to the validity of the claim. The Administrator shall notify the Marijuana Related Business in writing of the Administrator's determination. Such notice shall be mailed to the address provided on the claim form. In the event a claim is determined by the Administrator to be a valid claim, Marijuana Related Business may claim a refund, or take as credit against future Community Impact Payments in the amount overpaid, paid more than once, or erroneously collected or received. Marijuana Related Business shall notify Administrator of its choice no later than fifteen (15) days following the date Administrator mailed the determination. In the event Marijuana Related Business has not notified the Administrator of its choice within the fifteen (15) day period and Marijuana Related Business is still in business, a credit will be granted against the Community Impact Payment for the next quarter. If the Marijuana Related Business is no longer in business, a refund check will be mailed to the address provided in the claim form. Any credit for erroneous overpayment taken on a

subsequent Community Impact Payment for refund of an amount erroneously overpaid by Marijuana Related Business must be so taken or filed within three (3) years after the date on which the overpayment was made to the City.

- c. No refund shall be paid under the provisions of this section unless the Marijuana Related Business established the right by written records showing entitlement to such refund and the Administrator acknowledged the validity of the claim.

9. TERMINATION. This Agreement shall be terminated:

- a. At any time upon mutual agreement of the Parties.
- b. If Marijuana Related Business breaches this Agreement and fails to cure the breach within thirty (30) calendar days' notice from the City. Termination shall be effective immediately following the time to cure.
- c. Pursuant to SHMC 5.30.035, should federal or state statutes, regulations, or guidelines be modified, changed, or interpreted in such a way by state or federal law enforcement officials so as to prohibit legal operation of a Marijuana Related Business. Termination shall be effective immediately.
- d. If the City revokes the Marijuana Related Business License, pursuant to SHMC 5.30.035(2).
- e. If the City amends or repeals SHMC 5.30 to eliminate the City's authority to enter into a community impact agreement. Termination shall be effective immediately upon the effective date of the amending ordinance.

10. CONFIDENTIALITY. Except as otherwise required by law, it shall be unlawful for the City, any officer, employee or agent to divulge, release or make known in any manner any financial information submitted or disclosed to the City under the terms of this Agreement. Nothing in this section shall prohibit:

- a. The disclosure of the names and addresses of any person who is operating Marijuana Related Business; or
- b. The disclosure of general statistics in a form which would not reveal Marijuana Related Business' financial information; or
- c. The disclosure of information when such disclosure of conditionally exempt information is ordered under public records law procedures.

11. AUDIT OF BOOKS, RECORDS, OR PERSONS.

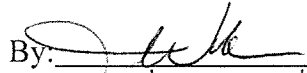
- a. The City, for the purpose of determining the correctness of the Community Impact Payment, may examine or may cause to be examined by an agent or representative designated by the City for that purpose, any books, papers, records, or memoranda, including copies of Marijuana Related Business' state

and federal income tax return. All books, invoices, accounts and other records shall be made available within the city limits and be open at any time during regular business hours for examination by the Administrator or an authorized agent of the Administrator.

- b. If the examinations or investigations disclose that any reports of Marijuana Related Business filed with the Administrator pursuant to the requirements herein have shown incorrectly the amount of the Community Impact Payment accruing, the Administrator may make such changes in subsequent reports and payments, or make such refunds, as may be necessary to correct the errors disclosed by its examinations or investigations.
  - c. Marijuana Related Business shall reimburse the City for reasonable costs of the examination or investigation if the action disclosed that the Marijuana Related Business paid ninety five percent (95%) or less of the amount owing for the period of the examination or investigation. In the event that such examination or investigation results in an assessment by and an additional payment due to the City, such additional payment shall be subject to interest at the rate of nine percent (9%) per year from the date the original payment was due.
  - d. Marijuana Related Business shall keep a record in such form as may be prescribed by the Administrator of all sales of marijuana and marijuana-infused products. The records shall at all times during the business hours of the day be subject to inspection by the Administrator or authorized officers or agents of the Administrator.
  - e. Marijuana Related Business shall maintain and keep, for a period of three (3) years, all records of marijuana and marijuana-infused products sold.
12. FORMS. City shall provide to Marijuana Related Business a form on which Marijuana Related Business shall report the sales of marijuana and marijuana-infused products to City and determination of the Community Impact Payment.
13. AMENDMENTS. Amendments to this Agreement must be made in writing and approved by all Parties.
14. NON-ASSIGNMENT. This Agreement may not be assigned by any of the Parties without written consent of the other Parties.
15. ENTIRE AGREEMENT. This Agreement incorporates by reference SHMC Chapter 5.30 and constitutes the entire agreement between the Parties.
16. SEVERABILITY. The Parties agree that, if any term of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.

**CITY:**


**CITY OF ST. HELENS**, a municipal  
corporation of the State of Oregon

By:   
Name: John Walsh  
Its: City Administrator

Date: 1/3/17

**MARIJUANA RELATED BUSINESS:**

Sweet Relief St. Helens

By:   
Name: Oscar Nelson  
Its: CO owner

Date: 1/3/2017

**APPROVED AS TO FORM:**

By:   
City Attorney

2017.03

## **COMMUNITY IMPACT AGREEMENT**

This Community Impact Agreement ("Agreement") is entered into between the City of St. Helens, an Oregon municipal corporation ("City") and Miss Organics / Green Lion, a Dispensary, ("Marijuana Related Business") collectively "the Parties."

### **RECITALS**

WHEREAS, the St. Helens City Council approved Ordinance No. 3196 on October 7, 2015, and Ordinance No. 3202 on December 2, 2015, amending St. Helens Municipal Code ("SHMC") Chapter 5.30 to allow Marijuana Related Businesses to operate in the City; and

WHEREAS, SHMC 5.30.020 requires Marijuana Related Businesses to obtain a Marijuana Related Business License from the City in order to legally operate in the City; and

WHEREAS, an executed community impact agreement is one requirement for Retail Marijuana Related Businesses to obtain a License from the City; and

WHEREAS, the Parties jointly wish to enter into this Agreement.

Now, THEREFORE, in consideration for the mutual covenants and agreements herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to seek to mitigate the public safety and public health impacts of the Marijuana Related Business on the St. Helens community. Marijuana Related Business has expressed a desire to positively contribute to the community, including through this Agreement.
2. **DEFINITIONS.** As used in this Agreement, unless the context requires otherwise:
  - a. "Administrator" means the Finance Director for the City of St. Helens or his/her designee.
  - b. "Gross Sales" means the total amount received in money, credits, property or other consideration from sales of marijuana, medical marijuana and marijuana-infused products.
  - c. "Marijuana" means all parts of the plant of the Cannabis family Moraceae, whether growing or not; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its resin, as may be defined by Oregon Revised Statutes as they currently exist or may from time to time be amended. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted there from), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.
  - d. "Person" means natural person, joint venture, joint stock company, partnership,

association, club, company, corporation, business, trust, organization, or any group or combination acting as a unit, including the United States of America, the State of Oregon and any political subdivision thereof, or the manager, lessee, agent, servant, officer or employee of any of them.

- e. "Purchase or Sale" means the acquisition or furnishing for consideration by any person of marijuana or marijuana-infused products within the City.
  - f. "Retail sale" means the transfer of goods or services in exchange for any valuable consideration.
3. CITY FINDINGS. The City hereby finds that the operation of the Marijuana Related Business in the City will contribute to the economic development of the City, but may also increase the demand on City services resulting from the use of marijuana, specifically on public safety and public health. The City therefore intends, by this Agreement, to increase support to public safety, enforcement, and health related programs in the City and broader community which are impacted by increased marijuana usage.
4. TERM. The term of this Agreement shall commence upon the approval of this Agreement by the City Council and execution by the Mayor and shall continue for five (5) years unless (i) sooner terminated as provided in this Agreement or (ii) extended as mutually agreed upon, in writing, by the Parties.
5. COMMUNITY IMPACT PAYMENTS. The Marijuana Related Business recognizes and acknowledges that the City may experience direct and indirect impacts resulting from the use of marijuana, specifically on public safety and public health. In order to mitigate those impacts, Marijuana Related Business shall make quarterly Community Impact Payments to City in the amount described in Section 6 of this Agreement. City shall appropriate funds from the Community Impact Payments to public safety and marijuana related programs in the City.
6. AMOUNT OF COMMUNITY IMPACT PAYMENTS.
- a. Marijuana Related Business shall pay to the City seven percent (7%) of the gross sale amount paid to the Marijuana Related Business of marijuana and marijuana-infused products for the first year of this Agreement. No later than December of each year, the City will review the amount of the Community Impact Payments and may, in its sole discretion, adjust that amount for the subsequent year, beginning in January. In no event shall the amount of the Community Impact Payment exceed seven percent (7%) of the gross sale amount.
  - b. The following deductions shall be allowed against sales received by the Marijuana Related Business providing marijuana or marijuana-infused products:
    - i. Refunds of sales actually returned to any purchaser.



- ii. Any adjustments in sales which amount to a refund to a purchaser, providing such adjustment pertains to the actual sale of marijuana or marijuana-infused products and does not include any adjustments for other services furnished by Marijuana Related Business.
- c. Marijuana Related Business may treat as a credit, against its community impact payments, the amount paid to the City for a Marijuana Business License.

## 7. METHOD AND TIMING OF PAYMENTS.

- a. Marijuana Related Business shall, on or before the last day of the month following the end of each calendar quarter (in the months of April, July, October and January) make a return to the Administrator, on forms provided by the City, specifying the total sales pursuant to this Agreement and the amount of the Community Impact Payment.
- b. Marijuana Related Business must keep and preserve in an accounting format established by the Administrator records of all sales and such other books or accounts as may be required by the Administrator. All such books, invoices and other records shall be retained for a period of three (3) years. The Administrator shall have the right to inspect all such records at all reasonable times.

## 8. REFUNDS.

- a. Whenever the amount of the Community Impact Payment has been overpaid or paid more than once, or has been erroneously collected or received by the City, it may be refunded as provided in subsection b. of this section, provided a claim in writing, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the Administrator within one year of the date of payment. The claim shall be on forms furnished by the Administrator.
- b. The Administrator shall have twenty (20) calendar days from the date of receipt of a claim to review the claim and make a determination in writing as to the validity of the claim. The Administrator shall notify the Marijuana Related Business in writing of the Administrator's determination. Such notice shall be mailed to the address provided on the claim form. In the event a claim is determined by the Administrator to be a valid claim, Marijuana Related Business may claim a refund, or take as credit against future Community Impact Payments in the amount overpaid, paid more than once, or erroneously collected or received. Marijuana Related Business shall notify Administrator of its choice no later than fifteen (15) days following the date Administrator mailed the determination. In the event Marijuana Related Business has not notified the Administrator of its choice within the fifteen (15) day period and Marijuana Related Business is still in business, a credit will be granted against the Community Impact Payment for the next quarter. If the Marijuana Related Business is no longer in business, a refund check will be mailed to the address provided in the claim form. Any credit for erroneous overpayment taken on a



subsequent Community Impact Payment for refund of an amount erroneously overpaid by Marijuana Related Business must be so taken or filed within three (3) years after the date on which the overpayment was made to the City.

- c. No refund shall be paid under the provisions of this section unless the Marijuana Related Business established the right by written records showing entitlement to such refund and the Administrator acknowledged the validity of the claim.

9. TERMINATION. This Agreement shall be terminated:

- a. At any time upon mutual agreement of the Parties.
- b. If Marijuana Related Business breaches this Agreement and fails to cure the breach within thirty (30) calendar days' notice from the City. Termination shall be effective immediately following the time to cure.
- c. Pursuant to SHMC 5.30.035, should federal or state statutes, regulations, or guidelines be modified, changed, or interpreted in such a way by state or federal law enforcement officials so as to prohibit legal operation of a Marijuana Related Business. Termination shall be effective immediately.
- d. If the City revokes the Marijuana Related Business License, pursuant to SHMC 5.30.035(2).
- e. If the City amends or repeals SHMC 5.30 to eliminate the City's authority to enter into a community impact agreement. Termination shall be effective immediately upon the effective date of the amending ordinance.

10. CONFIDENTIALITY. Except as otherwise required by law, it shall be unlawful for the City, any officer, employee or agent to divulge, release or make known in any manner any financial information submitted or disclosed to the City under the terms of this Agreement. Nothing in this section shall prohibit:

- a. The disclosure of the names and addresses of any person who is operating Marijuana Related Business; or
- b. The disclosure of general statistics in a form which would not reveal Marijuana Related Business' financial information; or
- c. The disclosure of information when such disclosure of conditionally exempt information is ordered under public records law procedures.

11. AUDIT OF BOOKS, RECORDS, OR PERSONS.

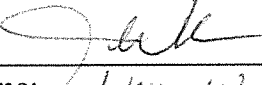
- a. The City, for the purpose of determining the correctness of the Community Impact Payment, may examine or may cause to be examined by an agent or representative designated by the City for that purpose, any books, papers, records, or memoranda, including copies of Marijuana Related Business' state

and federal income tax return. All books, invoices, accounts and other records shall be made available within the city limits and be open at any time during regular business hours for examination by the Administrator or an authorized agent of the Administrator.

- b. If the examinations or investigations disclose that any reports of Marijuana Related Business filed with the Administrator pursuant to the requirements herein have shown incorrectly the amount of the Community Impact Payment accruing, the Administrator may make such changes in subsequent reports and payments, or make such refunds, as may be necessary to correct the errors disclosed by its examinations or investigations.
  - c. Marijuana Related Business shall reimburse the City for reasonable costs of the examination or investigation if the action disclosed that the Marijuana Related Business paid ninety five percent (95%) or less of the amount owing for the period of the examination or investigation. In the event that such examination or investigation results in an assessment by and an additional payment due to the City, such additional payment shall be subject to interest at the rate of nine percent (9%) per year from the date the original payment was due.
  - d. Marijuana Related Business shall keep a record in such form as may be prescribed by the Administrator of all sales of marijuana and marijuana-infused products. The records shall at all times during the business hours of the day be subject to inspection by the Administrator or authorized officers or agents of the Administrator.
  - e. Marijuana Related Business shall maintain and keep, for a period of three (3) years, all records of marijuana and marijuana-infused products sold.
12. FORMS. City shall provide to Marijuana Related Business a form on which Marijuana Related Business shall report the sales of marijuana and marijuana-infused products to City and determination of the Community Impact Payment.
13. AMENDMENTS. Amendments to this Agreement must be made in writing and approved by all Parties.
14. NON-ASSIGNMENT. This Agreement may not be assigned by any of the Parties without written consent of the other Parties.
15. ENTIRE AGREEMENT. This Agreement incorporates by reference SHMC Chapter 5.30 and constitutes the entire agreement between the Parties.
16. SEVERABILITY. The Parties agree that, if any term of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.

**CITY:**


**CITY OF ST. HELENS**, a municipal  
corporation of the State of Oregon

By:   
Name: John Walsh  
Its: City Administrator

Date: 1/9/2017

**MARIJUANA RELATED BUSINESS:**

Miss Organics / DBA: Green Lion

By:   
Name: John Aiden  
Its: Owner

Date: 1-8-2017

**APPROVED AS TO FORM:**

By:   
City Attorney

## **ASSET DONATION AGREEMENT AND ARBIRATION PROVISION**

This Agreement is made by and between Open 4 Business Productions, LLC (“**Company**”), located at, 2127 NW 26<sup>th</sup> Avenue, Portland, OR 97210 and the undersigned (“**I**” or “**Me**”), for the props, equipment, items and/or other materials provided to Me by Company and/or described in Paragraph 1 below (collectively, the “**Items**”) from the television production currently entitled Grimm (the “**Production**”).

1. Detailed description of the Items: estimated 60+ piece Stone Temple set
2. Approximate retail value of the Items: \$6,000

3. I accept the Items "AS IS". Company makes no representations or warranties whatsoever, express or implied, regarding the Items, regarding the suitability of the Items for any particular purpose, or regarding the use of the Items by Me or any other person or entity.

4. **RELEASE, AGREEMENT NOT TO SUE.** To the maximum extent permitted by law, I, on behalf of myself, and on behalf of my heirs, executors, agents, successors, or assigns, hereby release, hold harmless, and forever discharge Company, NBCUniversal Media, LLC, and any station or network that exhibits the Production, and each of their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees (the “**Released Parties**”) from and against any and all claims, actions, damages, liabilities, losses, costs or expenses, including, without limitation, for personal injury, death or property damage, that in any way arise out of or result from the transport, ownership, use or possession of the Items by Me or anyone else, whether or not such claims, actions, damages, liabilities, losses, costs or expenses are the result of a defect in the Items or the negligence or willful misconduct of the Released Parties.

5. **INDEMNITY.** I agree to completely defend, indemnify and hold the Released Parties harmless from and against any and all claims, actions, damages, liabilities, losses, costs, expenses and demands (including, without limitation, attorneys' fees and costs) and any payments that may be due to any party of any kind or nature whatsoever, which may arise out of or result directly or indirectly from any of the following: (i) any breach or alleged breach by Me of any of the representations or warranties made by Me in this Agreement; or (ii) the transport, ownership, use or possession of the Items by Me or anyone else; or (iii) any acts or omissions of Me, My employees, agents, contractors, suppliers, clients, successors, assigns, licensees or anyone else who transports, owns, uses, possesses or in any way comes in contact with the Items; or (iv) My failure to pay any taxes or other obligations I may incur as a result of My receipt, ownership, or use of any Items.

6. I WAIVE ANY AND ALL RIGHTS I MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND EVERY LIKE PROVISION IN ANY FOREIGN JURISDICTION. SECTION 1542 PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

THUS, NOTWITHSTANDING THE PROVISIONS OF SECTION 1542, AND FOR THE PURPOSE OF IMPLEMENTING A FULL AND COMPLETE RELEASE AND DISCHARGE OF COMPANY, I EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO INCLUDE IN ITS EFFECT, WITHOUT LIMITATION, ALL CLAIMS THAT IT DID NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTION HEREOF, AND THAT THIS AGREEMENT CONTEMPLATES THE EXTINGUISHMENT OF SUCH CLAIM OR CLAIMS.

7. I understand that I am solely responsible for any local, state, and federal taxes and fees in connection with the Items and that such taxes may be based upon the full value of the Items provided, which has an approximate retail value as specified in Paragraph 2 above and that federal and/or state withholdings may be required and may be deducted from the Items or requested from me as a reimbursement at Company's sole discretion. I understand that if there is a discrepancy between the approximate retail value of the Items (as stated above) and the actual value of the Items I receive, the value stated on the IRS Form 1099 issued to me will govern. I understand and agree that the Internal Revenue Service does not require my consent to any provision of this document other than the certifications required to avoid backup withholding.

8. Company shall have no responsibility or liability whatsoever with respect to the Items or My transport, ownership, use, or possession of the Items. Without in any way limiting the foregoing, I shall be solely and fully responsible for the care, maintenance, security and repair of the Items at all times. I shall be solely responsible for all costs and expenses relating to the transportation of the Items to the location desired by Me.

9. I agree to comply with all local, county, state and federal laws, ordinances, rules, codes and regulations in connection with My transport, ownership, use and possession of the Items. Without in any way limiting the foregoing, I shall sign any and all notices of transfer, releases of liability and any and all other documents, and do any other acts as may be required by Company or its assigns or licensees to further evidence or effectuate Company's rights and/or My obligations as set forth in this Agreement and that are consistent with the terms in this Agreement, including, without limitation, to comply with any requirements any government agency. Upon my failure to promptly do so, I hereby appoint Company as my attorney-in-fact for such purposes (it being acknowledged that such appointment is irrevocable and shall be deemed a power coupled with an interest), with the full power of substitution and delegation.

10. I agree, represent and warrant that the Items will not be used in any way that may be negative, derogatory to or critical of Company, its parent, subsidiary or affiliated companies, any person or entity connected with Company or its parent, subsidiary or affiliated companies, or any program produced by Company or broadcast by NBCUniversal Media, LLC and each of their respective successors, subsidiary and affiliated companies. Additionally, I shall not use or refer in any way to any name, trademark, service mark, trade name or logo of Company, its parent, subsidiary or affiliated companies, or any of their officers, talent, cast, crew, agents, representatives or employees, or any show produced or distributed by Company or NBCUniversal Media, LLC (including, without limitation, the Production) in connection with the use, rental lease, sale and/or disposal of any of the Items. In the event I sell or otherwise dispose of any of the Items, I represent, warrant and agree I shall secure, in writing, from any purchaser or transferee the obligations provided in this paragraph.

**11. MEDIATION, ARBITRATION PLEASE READ CAREFULLY. UNDER THIS SECTION 11, YOU ARE GIVING UP YOUR LEGAL RIGHTS TO FILE A LAWSUIT IN COURT WITH RESPECT TO ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.**

IF ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH OF ANY TERM HEREOF, CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS, THE PARTIES AGREE TO ENDEAVOR TO FIRST SETTLE THE CONTROVERSY OR CLAIM BY MEDIATION CONDUCTED IN THE COUNTY OF LOS ANGELES AND ADMINISTERED BY JAMS UNDER ITS APPLICABLE RULES, BEFORE COMMENCING ANY PROCEEDINGS PERMITTED UNDER THIS PARAGRAPH. IF A DISPUTE IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE CONTROVERSY OR CLAIM, INCLUDING THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE RESOLVED BY BINDING CONFIDENTIAL ARBITRATION CONDUCTED IN THE COUNTY OF LOS ANGELES, AND ADMINISTERED BY JAMS IN ACCORDANCE WITH THE STREAMLINED ARBITRATION RULES AND PROCEDURES OF JAMS OR SUBSEQUENT VERSIONS THEREOF, INCLUDING THE OPTIONAL APPEAL PROCEDURE (THE "JAMS RULES", AVAILABLE AT WWW.JAMSADR.COM, INCLUDING, WITHOUT LIMITATION, THE RULE PROVIDING THAT EACH PARTY SHALL PAY *PRO RATA* ITS SHARE OF JAMS FEES AND EXPENSES, AND THE RULES PROVIDING FOR LIMITED DISCOVERY AND OTHER EXCHANGE OF INFORMATION). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE AN ARBITRATOR EXPERIENCED IN THE ENTERTAINMENT INDUSTRY AND LICENSED TO PRACTICE LAW IN CALIFORNIA OR A

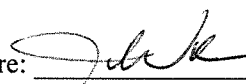


RETIRED JUDGE. NOTWITHSTANDING THE ABOVE REQUIREMENTS, IF A PARTY FILES SUIT IN COURT OR FILES AN ARBITRATION BEFORE FIRST SEEKING TO MEDIATE, IN DIRECT VIOLATION OF THIS PARAGRAPH, THE OTHER PARTY DOES NOT HAVE TO REQUEST MEDIATION TO ENFORCE THE RIGHT TO COMPEL ARBITRATION AS REQUIRED UNDER THIS PARAGRAPH. NOTWITHSTANDING THE FOREGOING, I ACKNOWLEDGE AND AGREE THAT COMPANY MAY NONETHELESS (1) SEEK TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM A COURT TO ENFORCE MY OBLIGATIONS UNDER PARAGRAPH 10 ABOVE AND/OR TO ENFORCE COMPANY'S INTELLECTUAL PROPERTY RIGHTS, AND (2) BRING AN ACTION TO ENFORCE THE DECISION OF THE ARBITRATOR BEFORE ANY COURT WITH JURISDICTION. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IN NO EVENT SHALL I HAVE ANY RIGHT TO SEEK OR OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF AGAINST COMPANY OR TO RESCIND THIS AGREEMENT AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES.

12. This Agreement shall be interpreted under the internal, substantive laws of the State of California without regard to the conflicts of law provisions thereof. To the extent that the arbitration provisions of this Agreement are not enforced or court proceedings are otherwise required, commenced or maintained, the parties submit to the *in personam* jurisdiction of the Los Angeles County Superior Courts and the United States District Court for the Central District of California, and waive any objections that they may have as to jurisdiction or venue in any such courts.

13. This is the complete and binding agreement between Company and me, and it supersedes all prior understandings and communications, both oral and written, with respect to its subject matter. The illegality, invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any of the remainder of this Agreement, which shall be enforced to the maximum extent permitted by law, provided, however, that the aggregate of all such provisions found to be invalid or unenforceable does not materially affect the benefits and obligations of the parties to this Agreement as a whole. This Agreement cannot be terminated, rescinded or amended, except by a written agreement signed by both Company and me.

I acknowledge that I have read every paragraph of this Agreement, I understand each paragraph completely, and am under no duress of any kind. I freely and voluntarily agree to all of the terms contained herein. **I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS UNDER THIS AGREEMENT.**

Signature:  John Walsh, City Administrator Address: POB 278  
Print Name: John Walsh St. Helens OR 97051  
Date: 1/10/17 Phone: (503) 366-8211

## **CONTRACT PAYMENTS**

City Council Meeting  
January 18, 2017

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**Murray, Smith & Associates, Inc.**

Project: SD-146 Godfrey Park Storm (Inv#09-1078-81)	\$	<b>226.50</b>
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KP



Murray, Smith & Associates, Inc.  
Engineers/Planners

888 SW 5th Avenue, Suite 1170 = Portland, OR 97204 = PHONE 503.225.9010

Ms. Sue Nelson  
City Engineering Supervisor  
City of St. Helens  
PO Box 278  
St. Helens, OR 97051

December 21, 2016  
Invoice No: 09-1078 - 81

**Invoice Total \$226.50**

Project 09-1078 Sanitary Sewer Rehabilitation Program

**For professional engineering services performed through November 30, 2016**

Task 370 Engineering Support Services during Construction - Godfrey Park

**Labor**

	Hours	Rate	Amount
Professional Engineer VI	1.50	151.00	226.50
Total	1.50		226.50
<b>Labor Subtotal</b>			<b>226.50</b>

**Task Total \$226.50**

**Invoice Total \$226.50**

SD-146 Godfrey Park Storm  
010-304-653409

SN

APPROVED FOR PAYMENT

INIT	DATE
ACCOUNTS PAYABLE	
FINANCE	
<i>SM</i> SUPERVISOR	1-9-17

## **APPOINTMENTS TO ST. HELENS CITY BOARDS AND COMMISSIONS**

City Council Meeting ~ January 18, 2017

### **Pending applications received:**

<u>Name</u>	<u>Interest</u>	<u>Date Application Received</u>	<u>Referred by Email To Committee(s)</u>
• Elizabeth Wallace	Bicycle & Pedestrian Commission	1/19/16	2/16/16
• Elizabeth Wallace	Library Board	1/19/16	1/19/16
• Kimberly O'Hanlon	Arts & Cultural Commission	5/17/16	5/17/16
• Joann Nelson	Arts & Cultural Commission	9/19/16	9/19/16
• Amanda Heynemann	Library Board	11/10/16	11/21/16
• Heather Anderson-Bibler	Library Board	11/21/16	11/21/16
• Leanne Murray	Library Board	12/14/16	12/15/16

### **Arts & Cultural Commission (3-year terms)**

- Susie Patterson resigned. Her term expires 9/30/2017.
- Nancy Bowers resigned. Her term expires 9/30/2018.

**Status:** A press release was sent out on May 2 and August 16. We have received two applications to date.

**Next Meeting:** January 24, 2017

**Recommendation:** None at this time.

### **Bicycle & Pedestrian Commission (3-year terms)**

- Dave Ehrenkranz resigned. His term expires 12/31/2015.
- Matt Freeman resigned. His term expires 12/31/2015.
- Ray Scholl resigned. His term expires 12/31/2015.
- Dave Woullet resigned. His term expired 12/31/2014.
- Angela Barlow resigned. Her term expires 12/31/2016.
- Simon Date resigned. His term expires 12/31/2016.
- Martin Kennedy resigned. His term expires 12/31/2016.

**Status:** Currently, the Commission has 5 members and 5 vacancies. One application has been received.

**Next Meeting:** December 29, 2016

**Recommendation:** None at this time.

### **Budget Committee (3-year terms)**

- Garrett Lines' term expires 12/31/2016.

**Status:** Garrett Lines is interested in being reappointed. He has only served one term and is eligible for reappointment.

**Next Meeting:** TBD

**Recommendation:** Reappoint Garrett Lines to the Committee.

### **Library Board (4-year terms)**

- Eloise Bates resigned. Her term expires 6/30/2017.
- Patty James resigned. Her term expires 6/30/2019.

**Status:** A press release was sent out on October 27 to solicit applications with a deadline of November 28. Two applications were received.

**Next Meeting:** January 17, 2017

**Recommendation:** The Board recommends that the Council appoint Heather Anderson-Bible and Leanne Murray to the Board. Heather's term will expire on 6/30/17 and Leanne's will expire on 6/30/19.

**City of St. Helens**  
**RESOLUTION NO. 1648**

**A RESOLUTION ESTABLISHING GUIDELINES FOR THE APPOINTMENT  
OF ST. HELENS BOARD, COMMITTEE AND COMMISSION MEMBERS,  
SUPERSEDING RESOLUTION NO. 1521**

**WHEREAS**, the City Council wished to establish the same guidelines for recruitment, interviews and appointments for all City boards, committees and commissions, and adopted Resolution No. 1521 on August 12, 2009; and

**WHEREAS**, Resolution No. 1521 established general recruitment, selection and appointment guidelines for appointments to the City of St. Helens boards, committees and commissions; and

**WHEREAS**, the Council wishes to update the guidelines adopted in Resolution No. 1521 to better meet the needs of the City.

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

1. The City Recorder shall send a press release to the local newspaper of record announcing all board, committee and commission vacancies as they become available. A "vacancy" is defined as an unoccupied position, resulting from a voluntary resignation or involuntary termination. A member whose term expired does not create a vacancy, unless that member is resigning at the end of his/her term or the majority of the board, committee or commission wishes to terminate said member.
2. Any individual or group is encouraged to submit names for consideration to the City.
3. All new applicants shall submit a written application to the City Recorder's Office.
4. Members wishing to continue their appointment for another term will inform the City Recorder but need not submit a new application. If a member has served two consecutive full terms, a press release shall be sent to the local newspaper of record, each subsequent term expiration thereafter, to solicit new applications for that position. The incumbent may be reappointed at the discretion of the interview panel and City board, committee or commission. If an individual has been off a City board, committee or commission for a year or more, they must complete a new application.
5. The recruitment period to the board, committee or commission shall be for a finite period. At the end of the advertising period, the Council liaison shall determine if the pool of candidates is sufficient to continue with the selection process or may continue the recruitment period for a set or unlimited period until it is determined there is a sufficient pool of candidates.
6. The Council liaison to the board, committee or commission shall be responsible to assemble an interview committee. The interview committee shall be responsible to make recommendations via the Council liaison to the Mayor and City Council.
7. Appointments must comply with any ordinances, bylaws, Charter provisions, or state or federal laws concerning the board, committee or commission. In the event of any inconsistency between these policies and a chapter relating to a specific board, committee or commission, the specific chapter shall control.
8. In order to become more familiar with each applicant's qualifications, the interview committee may interview all or a shortlist of applicants for a position. The number of applicants to be interviewed is at the interview committee's discretion. The interview committee also has the discretion to reject

all applications in favor of re-advertising if no applicants are found to be suitable for the board, committee or commission.

9. Reappointments to a City board, committee or commission shall be considered in accordance with the guidelines listed in this section, together with the type of service the individual has already given to the board, committee or commission and his/her stated willingness to continue.
10. Consideration should be given to residents outside the City when the board, committee or commission or function serves residents outside City boundaries.
11. Board, committee or commission members shall not participate in any proceeding or action in which there may be a direct or substantial financial interest to the member, the member's relative or a business with which the member or a relative is associated, including any business in which the member is serving on their board or has served within the previous two years; or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest shall be disclosed at the meeting where the action is being taken.
12. Board, committee or commission vacancies are filled by appointment of the Mayor with the consent of Council. Board, committee or commission members shall serve without compensation except the Planning Commission that may receive a monthly stipend at the discretion of the City Council.
13. Individuals appointed to one City board, committee or commission shall not serve on any other City board, committee or commission during the term of their appointment; provided, that the Council may waive this limitation if it is in the public interest to do so.

**PASSED AND ADOPTED** by the City Council on this 18th day of December, 2013, by the following vote:

Ayes: Locke, Carlson, Conn, Morten, Peterson

Nays: None

/s/ Randy Peterson  
Randy Peterson, Mayor

ATTEST:

/s/ Kathy Payne  
Kathy Payne, City Recorder

# City of St. Helens

## Planning Commission Meeting

### December 13, 2016

### Minutes

**Members Present:** Dan Cary, Chair  
Al Petersen, Vice Chair  
Greg Cohen, Commissioner  
Sheila Semling, Commissioner  
Audrey Webster, Commissioner  
Kathryn Lawrence, Commissioner  
Russell Hubbard, Commissioner

**Members Absent:** None

**Staff Present:** Jacob Graichen, City Planner  
Jennifer Dimsho, Assistant Planner & Planning Secretary

**Councilors Present:** Ginny Carlson, City Council Liaison

**Others Present:** Jeffrey Trinklein  
Terry McGittigan

The Planning Commission meeting was called to order by Chair Dan Cary at 7:00 p.m. Chair Cary led the flag salute.

□

### **Consent Agenda**

#### **Approval of Minutes**

Commissioner Semling moved to approve the minutes of the November 8, 2016 Planning Commission meeting. Vice Chair Petersen seconded the motion. Motion carried with all in favor. Chair Cary did not vote as per operating rules. Commissioner Cohen did not vote due to his absence from the meeting.

□

### **Topics From The Floor**

There were no topics from the floor.

□



## **Public Hearing**

**Jeffrey Trinklein**

**Variance / V.9.16**

**325 N. 4<sup>th</sup> Street**

It is now 7:01 p.m. and Chair Cary opened the public hearing. There were no ex-parte contacts, conflicts of interest or bias in this matter. Commissioner Cohen said he viewed the site from the right-of-way. No one in the audience objected to any of the Commissioner's ability to make a fair decision.

City Planner Jacob Graichen entered the following items into the record:

- Staff report packet dated December 6, 2016 with attachments

Graichen said the applicant is proposing a setback reduction and an increase in lot coverage. He discussed the variance approval criteria and City Engineering's comments regarding sewer with the Commission, as presented in the staff report. He also mentioned SHMC 17.108.050 (4) which allows a 20 percent reduction in setback requirements and five percent increase in lot coverage for building additions without a variance. He explained that the applicant is proposing to connect the carport to the existing attached garage.

Commissioner Cohen asked how much of the lot would be left open with this proposal. Graichen explained that there will be approximately 53% not covered by structures. The R5 zoning district also requires 25% landscaping, which appears to be met.

Commissioner Lawrence asked if the existence of a new roofed structure will cause stormwater runoff issues for neighbors. Graichen said property owners were contacted about this proposal. He also noted that the proposal is still three feet from the property line. Commissioner Lawrence asked if the building department will also review the proposal. Graichen said yes, if the variance gets approval tonight.

### **IN FAVOR**

**Trinklein, Jeff, Applicant.** Trinklein said this variance is to help with his ability to get vehicles into the existing garage. He said there is a large fir tree adjacent to his driveway, which requires the vehicles to be tarped. Regarding the sewer, it is located on his neighbor's property beyond the fence. When the City has done maintenance in the past, they have used his neighbor's yard on 5<sup>th</sup> Street. Trinklein said if the City did need to use his side to access the line, the structure he is proposing will not impede access because it will be open in the back. Trinklein said he is proposing to enclose the structure with a wall between his property and his neighbor. Regarding stormwater runoff, Trinklein said the property is sloped towards his house, not his neighbor. He also developed an extensive drainage system when he moved in because it is a very problematic area. He installed grates and underground pipes which direct stormwater to the back. On the structure itself, Trinklein said he will have a small eave, so the water will run onto the existing concrete from the roof and towards the drains next to the garage.

Commissioner Hubbard asked if the structure proposed looks like the one in the staff report. Trinklein said no. The structure will match the features of the home. Trinklein said he will modify the siding to match the home, but it will be open on the front and the back.

Commissioner Webster asked if he was going to block the existing garage door with the new structure. Trinklein said it will not be blocked, but it will have a roof structure over it. Commissioner Cohen asked why he chose to attach the structure to the existing garage. Trinklein feels it will be structurally sounder and it will not impact the existing garage door access. Commissioner Cohen asked what the height of the garage will be. Trinklein said twelve feet so that he can store his ten-foot boat. There was discussion about

changing the direction of the gable. Trinklein said this proposal was the least impact to his neighbor that he could come up with. Commissioner Webster pointed out that you do not see the existing garage from the street.

Commissioner Cohen asked why he wanted to attach the structure to the existing garage. Trinklein said freestanding structures have more wind issues and are not as structurally sound. Vice Chair Petersen asked if he built the existing garage. Trinklein said no, every structure was built prior to when he bought the home 22 years ago. Trinklein also wanted to add that his neighbors are not in opposition to the project.

## **IN OPPOSITION**

No one spoke in opposition.

## **END OF ORAL TESTIMONY**

There were no requests to continue the hearing or leave the record open.

## **CLOSE PUBLIC HEARING & RECORD**

The applicant waived the opportunity to submit final written argument after the close of the record.

## **DELIBERATIONS**

Commissioner Cohen is concerned that this proposal squeezes too many structures onto a small lot. He would rather see a structure that is open on all sides and not attached to existing structures.

Vice Chair Petersen said that he has similar concerns. When the original garage was built, it was probably difficult to maneuver cars into. He feels this difficulty cannot now be used as a reason to enlarge it.

Commissioner Webster noted that the applicant is not proposing to increase impervious surface. Vice Chair Petersen said that the applicant is still increasing lot coverage beyond the standard. Commissioner Cohen wants to maintain ample open space on lots. Commissioner Lawrence agrees.

Chair Cary said the Commission should think of the attached garage as part of the house since it is unusable as a garage. He suggested that the Commission think of the proposal as just the addition of a carport on the side of a building.

Commissioner Hubbard and Vice Chair Petersen have concerns about how storm drainage would work with the addition of a new attached structure.

## **MOTION**

Commissioner Cohen moved to deny the variance permit. Commissioner Lawrence seconded. Commissioner Hubbard, Commissioner Cohen, Commissioner Semling, Commissioner Lawrence, and Vice Chair Petersen voted in favor; Commissioner Webster opposed; motion carries.

Commissioner Cohen moved for Chair Cary to sign the Findings and Conclusions once prepared. Commissioner Lawrence seconded. All in favor; none opposed; motion carries.

□

## **2017 Planning Commission Meeting Schedule**

Assistant Planner Dimsho asked if the Commission had any issue with meeting on February 14, 2017. The Commission decided that it would be fine to hold a meeting that day.

□

## **Review of Code Amendments for Framework Plan & Historic Preservation**

Graichen said the Waterfront Framework Plan was adopted last week by City Council. There are a number of recommended next steps in that Plan, and adjusting the zoning code is one of them. Graichen said tonight is a general discussion about the upcoming code amendments. He is hoping that the first review of the text amendments will be next month with the public hearing and adoption the following month.

Graichen discussed the historic and current zoning of the waterfront, as presented in the memo. He discussed the proposed Riverfront District and the corresponding sub-districts on the zoning and comprehensive plan zoning map. Lastly, he asked the Commission if there are any standards to specifically call out in the Mill sub-district, aside from the three items listed in the memo.

Commissioner Lawrence asked about view corridors. Vice Chair Petersen said in his research of view corridor ordinances, he noticed that all view corridor ordinances benefit public views. However, St. Helens view protection code benefits only private views. Vice Chair Petersen feels that the City should quit regulating and protecting private views. He does not have a problem with the City protecting a public view, but not an imaginary right to a private view.

Commissioner Cohen asked for the Commission to be de-briefed on the Framework Plan during the next meeting. It was decided to mail out a hardcopy Framework Plan to the Commission.

Chair Cary said the Architectural Design Guidelines would make sense on the Veneer property. He thinks the historic nature of the Riverfront District is what makes St. Helens unique. Commissioner Hubbard agrees that there should be some architectural guidelines in place. Commissioner Cohen is worried that you cannot re-create new historic structures. Vice Chair Petersen said the guidelines may be limiting with certain uses (like a hotel), but it would be possible. He noted that Washington D.C. is a good example of a city that applies historic architectural guidelines to new structures. Vice Chair Petersen suggested that the Commission re-read the Architectural Design Guidelines with new development in mind. Graichen noted that we have never had to use the Architectural Design Guidelines for a new building.

Commissioner Cohen asked if we want to have a new identity for the Veneer property or if we want to continue the existing historic district. He would like time to think about the answer to this question.

Graichen briefly described two more code changes that will be included in the upcoming batch of code amendments for next month: 1) a policy in the Comprehensive Plan that encourages the adaptive reuse of historic structures, and 2) requiring archival photos or other documentation of historic buildings prior to moving the structure, major alterations, or demolition.

□

## **Acceptance Agenda: Planning Administrator Site Design Review**

- a. Site Design Review at 1875 Old Portland Rd. - Mini storage facility

Vice Chair Petersen moved to accept the acceptance agenda. Commissioner Webster seconded. All in favor; none opposed; motion carries.

□

### **Planning Director Decisions**

- a. Sign Permit (Banner) at 2100 Block of Columbia Blvd. - St. Helens Police Department Donut Day
- b. Sign Permit at 305 Strand Street - Big River Bistro
- c. Accessory Structure at 1421 Tualitan Street - New storage shed
- d. Site Design Review (Scenic Resource) at vacant lot east side of 134 N. 2nd Street - Wayne Weigandt
- e. Partition at 755 N. Columbia River Hwy - ICDC II, LLC
- f. Sign Permit (x2 Wall) at 2298 Gable Road Suite 110 - Tube Art Group (Mod Pizza)
- g. Temporary Use Permit (Renewal) at 1300 Kaster Rd. - Cascades Tissue Group
- h. Home Occupation (Type II) at 59041 Welches Ct. - Online firearm sales

There were no comments.

□

### **Planning Department Activity Reports**

There were no comments.

□

### **For Your Information Items**

Dimsho said the Columbia County Museum has a special exhibit to celebrate the 90<sup>th</sup> anniversary of the opening of the St. Helens Pulp & Paper Mill. The museum is open Wednesdays and Thursdays from noon until 4 p.m. on the second floor of the old courthouse.

□

There being no further business before the Planning Commission, the meeting was adjourned at 9:11 p.m.

Respectfully submitted,

Jennifer Dimsho  
Planning Secretary



### 2016 Planning Commission Attendance Record

*P=Present A=Absent Can=Cancelled*

Date	Petersen	Hubbard	Lawrence	Cohen	Cary	Semling	Webster
01/12/16	P	P	P	A	A	P	P
02/09/16	A	P	P	P	P	P	P
03/08/16	P	P	P	A	P	P	P
04/12/16	P	P	P	P	P	P	P
05/10/16	P	P	A	P	P	P	P
06/14/16	P	P	P	P	P	A	P
07/12/16	P	P	P	P	P	P	P
08/09/16	CAN	CAN	CAN	CAN	CAN	CAN	CAN
09/13/16	P	P	P	P	P	P	P
10/11/16	P	P	P	P	P	P	P
11/08/16	P	P	P	A	P	P	P
12/13/16	P	P	P	P	P	P	P

# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 12/29/2016 - 9:32AM  
 Batch: 00014.12.2016 - AP 12/30/16 FY 16-17



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
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001145									
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12102016	12/10/2016	11.32	0.00	12/30/2016				False	0
001-004-483000 Audio Materials				MATERIALS 6045787810229787					
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AMERICAN SECURITY ALARMS, INC.									
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BEMIS PRINTING									
002701									
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009-201-558108 Administration & marketing				HOLIDAY CARDS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
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BEMIS PRINTING Total:		88.20 ✓							
CENTERLOGIC, INC.									
011595									
37884	12/19/2016	84.62	0.00	12/30/2016				False	0
012-101-500000 Information services				IT SUPPORT					
37884	12/19/2016	2,900.00	0.00	12/30/2016				False	0
010-305-653553 Phone system				IT SUPPORT					
37884	12/19/2016	56.41	0.00	12/30/2016				False	0
001-100-500000 Information services				IT SUPPORT					
37884	12/19/2016	112.93	0.00	12/30/2016				False	0
001-103-500000 Information services				IT SUPPORT					
37884	12/19/2016	56.41	0.00	12/30/2016				False	0
001-104-500000 Information services				IT SUPPORT					
37884	12/19/2016	1,730.00	0.00	12/30/2016				False	0
001-002-500000 Computer System Maint.				IT SUPPORT					
37884	12/19/2016	560.00	0.00	12/30/2016				False	0
001-004-500000 Computer Maintenance				IT SUPPORT					
37884	12/19/2016	107.25	0.00	12/30/2016				False	0
001-105-500000 Information services				IT SUPPORT					
37884	12/19/2016	299.12	0.00	12/30/2016				False	0
012-106-500000 Information services				IT SUPPORT					
37884	12/19/2016	231.56	0.00	12/30/2016				False	0
013-402-500000 Information services				IT SUPPORT					
37884	12/19/2016	157.50	0.00	12/30/2016				False	0
018-019-500000 Computer System Maint.				IT SUPPORT					
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37884 Total:		6,420.00							
CENTERLOGIC, INC. To		6,420.00 ✓							

CENTURY LINK

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
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COLUMBIA CO. DEPT. OF COMM. JUSTICE									
007581									
2016011CSH	12/16/2016	1,300.00	0.00	12/30/2016				False	0
001-005-554000 Contractual Services				PARKS WORK CREW					
2016011CSH	12/16/2016	650.00	0.00	12/30/2016				False	0
013-403-554000 Contractual/consulting serv				PUBLIC WORKS WORK CREW					
2016011CSH Total:		1,950.00							
COLUMBIA CO. DEPT. O		1,950.00 ✓							
COMCAST									
COMCAST									
12142016	12/14/2016	96.99	0.00	12/30/2016				False	0
001-005-458000 Telephone Expense				9228					
12142016 Total:		96.99							
COMCAST Total:		96.99 ✓							
COUNTRY MEDIA INC.									
006800									
258705	12/14/2016	63.30	0.00	12/30/2016				False	0
012-101-527000 Communications				ADVERTISING					


Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
258705 Total:		63.30 ✓							
258706	12/14/2016	57.60	0.00	12/30/2016				False	0
001-104-493000 Legal notices				ADVERTISING					
258706 Total:		57.60 ✓							
COUNTRY MEDIA INC. T		120.90							
E2C CORPORATION									
E2C									
4010	12/21/2016	205.94	0.00	12/30/2016				False	0
008-008-554000 Consulting/Contractual				PUD BILL COMPUTER BUILDING					
4010 Total:		205.94							
E2C CORPORATION Tota		205.94 ✓							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
31868	12/12/2016	118.89	0.00	12/30/2016				False	0
018-021-501000 Operating Materials & Supplies				ROCK 17TH ST STORM					
31868 Total:		118.89 ✓							
31884	12/20/2016	80.39	0.00	12/30/2016				False	0
011-011-501000 Operating Materials & Supp				ROCK 7TH ST					
31884 Total:		80.39 ✓							
EAGLE STAR ROCK PRO		199.28							
ENVIRO-CLEAN EQUIPMENT									
011455									
S16-122014	12/20/2016	2,064.95	0.00	12/30/2016				False	0
015-015-501000 Operating Materials & Supp				5 SEG BROOM 26 BLU STEEL					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	S16-122014 Total:	2,064.95							
	ENVIRO-CLEAN EQUIPM	2,064.95 ✓							
ETTER, TERRI R. ETTER.T 12272016	12/27/2016	1,050.00	0.00	12/30/2016				False	0
001-002-554000 Contractual Services				DECEMBER 2016 ADMIN SUPPORT EVIDENCE ROOM					
	12272016 Total:	1,050.00							
	ETTER, TERRI R. Total:	1,050.00 ✓							
INFLOW COMMUNICATIONS, INC 016255 6615	12/20/2016	3,733.06	0.00	12/30/2016				False	0
010-305-653553 Phone system				SBE 100 BUNDLE SHORE TEL INSTALLATION					
	6615 Total:	3,733.06							
	INFLOW COMMUNICAT	3,733.06 ✓							
LANCE, CLAYTON J. 007544 12222016	12/22/2016	547.50	0.00	12/30/2016				False	0
001-103-554100 Protemp Judge/Prosecutor				PRO TEM CITY PROSECUTOR KROLL 2015-CR-00033					
	12222016 Total:	547.50							
	LANCE, CLAYTON J. Tot	547.50 ✓							
LEAGUE OF OREGON CITIES, ATTN: OLLO REGISTRATIONS 018100 1496	12/21/2016	20.00	0.00	12/30/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
012-102-526000 Advertisements					JOB POST ACCT 200375				
PD Adm	1496 Total:	20.00							
	LEAGUE OF OREGON C	20.00							
CC	LES SCHWAB TIRES								
030250									
26500185367	12/15/2016	99.95	0.00	12/30/2016				False	0
001-002-510000 Automobile Expense					TIRE 229-10878				
PD	26500185367 Total:	99.95							
	LES SCHWAB TIRES Tot	99.95							
CC	RITZ SAFETY								
02733									
5341234	12/14/2016	1,022.69	0.00	12/30/2016				False	0
017-017-501000 Operating Materials & Sup.					MULTIGAS DETECTOR / REGULATOR				
5341234 Total:		1,022.69							
	RITZ SAFETY Total:	1,022.69							
CC	SOLUTIONS YES								
013581									
INV90708	12/19/2016	398.49	0.00	12/30/2016				False	0
012-107-502000 Equipment expense					COPY ROOM KYOCERA 6550CI C10184-01				
Adm.	INV90708 Total:	398.49							
	SOLUTIONS YES Total:	398.49							
CK	STAPLES BUSINESS ADVANTAGE								
031983									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
3324634743	12/17/2016	60.81	0.00	12/30/2016				False	0
013-403-457000 Office supplies				OFFICE SUPPLIES					
3324634743 Total:		60.81							
3324634744	12/17/2016	31.69	0.00	12/30/2016				False	0
012-106-457000 Office supplies				OFFICE SUPPLIES					
3324634744	12/17/2016	6.87	0.00	12/30/2016				False	0
012-106-457000 Office supplies				OFFICE SUPPLIES					
3324634744	12/17/2016	4.98	0.00	12/30/2016				False	0
012-107-457000 Office supplies				OFFICE SUPPLIES					
3324634744	12/17/2016	2.85	0.00	12/30/2016				False	0
012-107-457000 Office supplies				OFFICE SUPPLIES					
3324634744 Total:		46.39							
3324634745	12/17/2016	24.53	0.00	12/30/2016				False	0
018-020-501000 Operating Materials & Supplies				OFFICE SUPPLIES					
3324634745	12/17/2016	24.54	0.00	12/30/2016				False	0
018-019-501000 Operating Materials				OFFICE SUPPLIES					
3324634745 Total:		49.07							
3324634746	12/17/2016	164.35	0.00	12/30/2016				False	0
018-019-501000 Operating Materials				GO RAGS					
3324634746	12/17/2016	164.36	0.00	12/30/2016				False	0
018-020-501000 Operating Materials & Supplies				GO RAGS					
3324634746 Total:		328.71							
STAPLES BUSINESS AD		484.98							
TCMS, TEMP CONTROL MECHANICAL SERVICE CORP									
033013									
015596	12/16/2016	177.63	0.00	12/30/2016				False	0
012-107-554000 Contractual/consulting serv				WORK ORDER CITY HALL 81690 REPLACE CONTAC					
015596 Total:		177.63							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
	TCMS, TEMP CONTROL	177.63	✓						
WHELESS CONSTRUCTION									
036120									
121202016	12/20/2016	950.00	0.00	12/30/2016				False	0
001-004-470000 Building Expense				NEW VINYL COATED CLAD METAL LIBRARY ROOF					
<hr/>									
121202016 Total:		950.00							
<hr/>									
WHELESS CONSTRUCT		950.00	✓						
Report Total:		20,284.51							
<hr/>									

## Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 01/05/2017 - 11:48AM  
 Batch: 00018.12.2016 - AP 1/6/17 FY 16-17

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
AMERICAN SECURITY ALARMS, INC.									
001384									
93549	12/28/2016	213.75	0.00	01/06/2017				False	0
001-002-470000 Building Expense				SERVICE WORK ORDER 69615 POLICE					
93549 Total:		213.75							
AMERICAN SECURITY A		213.75							
AZIMUTH COMMUNICATIONS INC									
AZI									
35463	12/22/2016	1,958.32	0.00	01/06/2017				False	0
010-305-653553 Phone system				VOIP PREP WIRE TESTING CITY HALL					
35463 Total:		1,958.32							
AZIMUTH COMMUNICA		1,958.32							
BEAR INSPECTION & CONSULTING LLC									
002511									
175-1-399	12/9/2016	2,449.32	0.00	01/06/2017				False	0
010-302-653207 2 mg reservoir rehab				W-449 2MG RES REHAB GENERAL INSPECTION					
175-1-399 Total:		2,449.32							
BEAR INSPECTION & C		2,449.32							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
BOOKS IN MOTION									
003875									
226,983	12/15/2016	6.00	0.00	01/06/2017				False	0
001-004-483000	Audio Materials			CD L1053					
226,983 Total:		6.00							
BOOKS IN MOTION Tota		6.00	✓						
CENTURY LINK									
034002									
12172016	12/17/2016	40.71	✓	0.00	01/06/2017			False	0
017-017-458000	Telephone Expense			369B					
12172016	12/17/2016	20.35	✓	0.00	01/06/2017			False	0
018-019-458000	Telecommunication Expense			025B					
12172016	12/17/2016	20.36	✓	0.00	01/06/2017			False	0
018-020-458000	Telecommunication Expense			025B					
12172016 Total:		81.42							
CENTURY LINK Total:		81.42							
CINTAS CORPORATION									
037620									
5006741995	12/29/2016	110.87	0.00	01/06/2017				False	0
013-403-470000	Building			PUBLIC WORKS CAB REFILL					
5006741995 Total:		110.87	✓						
5006741997	12/29/2016	73.47	0.00	01/06/2017				False	0
012-107-457000	Office supplies			CITY HALL CAB REFILL					
5006741997 Total:		73.47	✓						
5006797407	12/16/2016	63.33	0.00	01/06/2017				False	0
001-005-501000	Operating Materials & Supp			PARKS CABINET REFILL					
5006797407 Total:		63.33	✓						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
CINTAS CORPORATION		247.67							
CINTAS CORPORATION-463									
006830									
463769814	12/19/2016	50.73	0.00	01/06/2017				False	0
001-002-470000 Building Expense				MATS					
463769814 Total:		50.73	✓						
463773299	12/26/2016	47.95	0.00	01/06/2017				False	0
018-019-470000 Building Expense				MATS					
463773299	12/26/2016	47.96	0.00	01/06/2017				False	0
018-020-470000 Building Expense				MATS					
463773299 Total:		95.91	✓						
463773304	12/26/2016	43.53	0.00	01/06/2017				False	0
013-403-470000 Building				MATS					
463773304 Total:		43.53	✓						
CINTAS CORPORATION		190.17							
CITY OF COLUMBIA CITY									
007370									
12262016	12/26/2016	73.27	0.00	01/06/2017				False	0
017-417-459000 Utilities				001754-001					
12262016 Total:		73.27							
CITY OF COLUMBIA CIT		73.27	✓						
COLUMBIA CO. TREASURER									
007701									
01032017	1/3/2017	625.00	0.00	01/06/2017				False	0
001-000-354000 Misc Revenue				BAIL RECEIVED WRONG COURT / TO BE RETURNED					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
01032017 Total:		625.00							
COLUMBIA CO. TREASU		625.00 ✓							
X COLUMBIA COUNTY CLERK 007500									
12292016	12/29/2016	56.00	0.00	01/06/2017	001-104-494000 Recording fees WAIVER OF REMONSTRANCE LOT 4 BLOCK 2 GRAY			False	0
12292016 Total:		56.00							
COLUMBIA COUNTY CL		56.00 ✓							
X COMCAST COMCAST									
12212016	12/21/2016	101.60	0.00	01/06/2017	001-004-500000 Computer Maintenance			False	0
12212016	12/21/2016	190.25	0.00	01/06/2017	012-107-458000 Telecommunication expense			False	0
12212016	12/21/2016	94.85	0.00	01/06/2017	012-107-458000 Telecommunication expense			False	0
12212016	12/21/2016	94.85	0.00	01/06/2017	001-004-500000 Computer Maintenance			False	0
12212016	12/21/2016	107.85	0.00	01/06/2017	001-002-458000 Telephone Expense			False	0
12212016 Total:		589.40 ✓							
12252016	12/25/2016	102.85	0.00	01/06/2017	001-005-509000 Marine board expense			False	0
12252016 Total:		102.85 ✓							
COMCAST Total:		692.25							

CC CONSOLIDATED ELECTRICAL DISTRIBUTORS

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
005266									
4329-606402	11/23/2016	612.50	0.00	01/06/2017				False	0
018-019-501000	Operating Materials				TWPLED10C40K				
	4329-606402 Total:	612.50							
	CONSOLIDATED ELECT	612.50							
X CONSOLIDATED SUPPLY									
009000									
S8015022.001	12/20/2016	2,523.58	0.00	01/06/2017				False	0
001-110-470000	Building expense				SR CENTER WATER HEATER				
	S8015022.001 Total:	2,523.58							
S8049517.001	12/20/2016	1,025.34	0.00	01/06/2017				False	0
017-017-501000	Operating Materials & Sup.				MATERIALS				
	S8049517.001 Total:	1,025.34							
	CONSOLIDATED SUPPL	3,548.92							
DAHLGRENS DO IT BEST BUILDERS SUPPLY									
009800									
12272016	12/27/2016	17.50	0.00	01/06/2017				False	0
001-004-470000	Building Expense				MATERIALS				
12272016	12/27/2016	29.80	0.00	01/06/2017				False	0
008-008-558104	Events				MATERIALS				
12272016	12/27/2016	29.99	0.00	01/06/2017				False	0
011-011-505000	Street Signs				MATERIALS				
12272016	12/27/2016	32.68	0.00	01/06/2017				False	0
008-008-558104	Events				MATERIALS				
12272016	12/27/2016	7.19	0.00	01/06/2017				False	0
001-005-501000	Operating Materials & Supp				MATERIALS				
12272016	12/27/2016	9.99	0.00	01/06/2017				False	0
001-005-501000	Operating Materials & Supp				MATERIALS				
12272016	12/27/2016	8.38	0.00	01/06/2017				False	0
011-011-505000	Street Signs				MATERIALS				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
12272016	12/27/2016	1.80	0.00	01/06/2017				False	0
001-110-470000 Building expense				MATERIALS					
12272016	12/27/2016	105.98	0.00	01/06/2017				False	0
001-004-470000 Building Expense				MATERIALS					
12272016	12/27/2016	14.88	0.00	01/06/2017				False	0
001-005-509000 Marine board expense				MATERIALS					
12272016	12/27/2016	19.96	0.00	01/06/2017				False	0
008-008-558104 Events				MATERIALS					
	12272016 Total:	278.15							
	DAHLGRENS DO IT BES	278.15							
E2C CORPORATION									
E2C									
4011	1/3/2017	128.00	0.00	01/06/2017				False	0
008-008-554000 Consulting/Contractual				PERMIT FOOD CART VENDOR					
	4011 Total:	128.00							
	E2C CORPORATION Tota	128.00							
EVERBANK COMMERCIAL FINANCE INC									
03522									
4150844	12/21/2016	150.00	0.00	01/06/2017				False	0
012-107-502000 Equipment expense				41452028-1 KYOCERA CONTRACT					
	4150844 Total:	150.00							
	EVERBANK COMMERC	150.00							
GRANTS PASS WATER LAB									
01414									
15778	12/15/2016	42.00	0.00	01/06/2017				False	0
017-417-472000 Lab testing				COLIFORM TESTING					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
15778 Total:		42.00 ✓							
301123	12/29/2016	350.00	0.00	01/06/2017				False	0
017-417-472000 Lab testing				GIARDIA CRYPTOSPORIDIUM ANALYSIS					
301123 Total:		350.00 ✓							
GRANTS PASS WATER L		392.00							
INGRAM LIBRARY SERVICES, INC.									
016240									
96300898	12/14/2016	20.76	0.00	01/06/2017				False	0
001-004-511000 Printed Materials				BOOKS					
96300898 Total:		20.76 ✓							
96300899	12/14/2016	537.32	0.00	01/06/2017				False	0
001-004-511000 Printed Materials				BOOKS					
96300899 Total:		537.32 ✓							
INGRAM LIBRARY SERV		558.08							
INTEGRA TELECOM, INC.									
016479									
14353418	12/21/2016	361.40	0.00	01/06/2017				False	0
001-002-458000 Telephone Expense				754802					
14353418	12/21/2016	72.77	0.00	01/06/2017				False	0
012-106-480000 Postage				754802					
14353418	12/21/2016	1,221.67	0.00	01/06/2017				False	0
012-107-458000 Telecommunication expense				754802					
14353418	12/21/2016	304.00	0.00	01/06/2017				False	0
001-004-458000 Telephone Expense				754802					
14353418	12/21/2016	48.51	0.00	01/06/2017				False	0
017-017-458000 Telephone Expense				754802					
14353418	12/21/2016	562.86	0.00	01/06/2017				False	0
017-417-458000 Telephone expense				754802					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
14353418	12/21/2016	195.63	0.00	01/06/2017				False	0
013-403-458000 Telecommunication expense				754802					
14353418	12/21/2016	181.86	0.00	01/06/2017				False	0
018-019-458000 Telecommunication Expense				754802					
14353418	12/21/2016	181.86	0.00	01/06/2017				False	0
018-020-458000 Telecommunication Expense				754802					
14353418	12/21/2016	290.52	0.00	01/06/2017				False	0
018-022-458000 Telecommunication expense				754802					
14353418	12/21/2016	-0.01	0.00	01/06/2017				False	0
001-002-458000 Telephone Expense				754802					
14353418 Total:		3,421.07							
INTEGRA TELECOM, IN		3,421.07							
INTERSTATE BATTERY OF									
016626									
40036057	12/27/2016	160.16	0.00	01/06/2017				False	0
015-015-501000 Operating Materials & Supp				TIRES 9049					
40036057 Total:		160.16							
INTERSTATE BATTERY		160.16							
JOHN E. REID AND ASSOCIATES INC.									
017043									
169731	8/26/2016	420.00	0.00	01/06/2017				False	0
001-002-490000 Police Training/Supplies				KATE WELTER INTERVIEW AND INTERROGATION T					
169731 Total:		420.00							
JOHN E. REID AND ASSO		420.00							
JORDAN RAMIS PC									
030274									
128590	12/25/2016	120.00	0.00	01/06/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
004-410-454000 Attorney				LEGAL SERVICES					
128590 Total:		120.00 ✓							
128702	12/25/2016	148.00 ✓	0.00	01/06/2017				False	0
018-018-454000 Attorney Expense				LEGAL SERVICES					
128702	12/25/2016	34.00 ✓	0.00	01/06/2017				False	0
012-101-454000 Attorney				LEGAL SERVICES					
128702 Total:		182.00							
JORDAN RAMIS PC Tota		302.00							
KNIFE RIVER									
017628									
1637557	12/16/2016	1,458.43	0.00	01/06/2017				False	0
011-011-501000 Operating Materials & Supp				ROCK					
1637557 Total:		1,458.43							
KNIFE RIVER Total:		1,458.43 ✓							
LAWRENCE COMPANY									
018028									
11543	1/1/2017	100.00	0.00	01/06/2017				False	0
012-106-554000 Contractual/consulting serv				1/1-3/31 UNEMPLOYMENT SERVICES					
11543 Total:		100.00							
LAWRENCE COMPANY		100.00 ✓							
LAWSON PRODUCTS, INC.									
018040									
9304606571	12/27/2016	208.60	0.00	01/06/2017				False	0
015-015-501000 Operating Materials & Supp				MATERIALS 10133835 CUSTOMER					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
9304606571 Total:		208.60							
LAWSON PRODUCTS, IN		208.60							
<hr/>									
MCCOY ELECTRIC CO., INC.									
019713									
216672	12/31/2016	373.10	0.00	01/06/2017				False	0
018-019-501000 Operating Materials					VARIOUS ELECTRICAL REPAIR				
216672 Total:		373.10							
MCCOY ELECTRIC CO.,		373.10							
<hr/>									
METRO PLANNING INC.									
020291									
3864	1/3/2017	112.50	0.00	01/06/2017				False	0
001-104-500000 Information services					WEB GIS HOSTING				
3864	1/3/2017	37.50	0.00	01/06/2017				False	0
013-402-575000 Equipment expense					WEB GIS HOSTING				
3864 Total:		150.00							
METRO PLANNING INC		150.00							
<hr/>									
MIDWEST TAPE									
020427									
94603355	12/15/2016	22.04	0.00	01/06/2017				False	0
001-004-481000 Visual Materials					DVD				
94603355 Total:		22.04							
MIDWEST TAPE Total:		22.04							
<hr/>									
NORTHSTAR CHEMICAL, INC.									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
021556									
96622	12/28/2016	351.00 ✓	0.00	01/06/2017	SODIUM HYPOCHLORITE 12.5			False	0
017-417-527000 Chlorine									
96622 Total:		351.00							
96693	12/29/2016	4,430.32	0.00	01/06/2017	SODIUM HYDROXIDE 25			False	0
017-417-527000 Chlorine									
96693 Total:		4,430.32 ✓							
NORTHSTAR CHEMICAL		4,781.32							
NORTHWEST DELI DISTRIBUTION INC									
021184									
288325	12/9/2016	707.98	0.00	01/06/2017	MATERIALS			False	0
001-005-501000 Operating Materials & Supp									
288325 Total:		707.98 ✓							
290217	12/30/2016	396.90	0.00	01/06/2017	TOILET TISSUE			False	0
001-005-501000 Operating Materials & Supp									
290217 Total:		396.90 ✓							
NORTHWEST DELI DIST		1,104.88							
OAWU									
021691									
01032017	1/3/2017	415.00	0.00	01/06/2017	NEAL SHEPPEARD ANNUAL CONFERENCE			False	0
013-403-490000 Professional development									
01032017 Total:		415.00							
OAWU Total:		415.00 ✓							

OCCMA



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
02169									
01042017	1/4/2017	245.38	0.00	01/06/2017				False	0
012-101-490000 Professional development				2017 MEMBERSHIP JOHN WALSH RENEWAL FEES					
01042017 Total:		245.38							
OCCMA Total:		245.38							
OCCUPATIONAL SAFETY, HEALTH & WELLNESS, LLC									
OSHW									
418	12/19/2016	114.00	0.00	01/06/2017				False	0
001-002-501000 Operating Materials & Supp				11-11-16 VACCINATION CLINIC					
418 Total:		114.00							
OCCUPATIONAL SAFET		114.00							
OREGON ASSOC. OF MUNICIPAL RECORDERS									
OAMR									
00624	12/27/2016	50.00	0.00	01/06/2017				False	0
012-102-490000 Professional development				MEMBER RENEWAL KATHY PAYNE					
00624 Total:		50.00							
00660	1/3/2017	50.00	0.00	01/06/2017				False	0
012-102-490000 Professional development				MEMBER RENEWAL LISA SCHOLL 2017					
00660 Total:		50.00							
12222016	12/22/2016	75.00	0.00	01/06/2017				False	0
012-102-490000 Professional development				2017 OAMR MID YEAR ATHENIAN LEADERSHIP DIA					
12222016 Total:		75.00							
OREGON ASSOC. OF MU		175.00							

O'REILLY AUTO PARTS #5509

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
021693									
5509-142179	12/13/2016	28.49	0.00	01/06/2017				False	0
001-002-510000 Automobile Expense					SUPER START BATTERIES				
5509-142179 Total:		28.49							
O'REILLY AUTO PARTS #		28.49							
ORKIN									
ORKIN									
01032016	1/3/2017	263.16	0.00	01/06/2017				False	0
001-002-470000 Building Expense					PEST CONTROL				
01032016 Total:		263.16							
ORKIN Total:		263.16							
PITNEY BOWES									
025600									
1002673651	12/16/2016	252.00	0.00	01/06/2017				False	0
012-106-502000 Equipment expense					POSTAGE MACHINE RENT 10-1/12-31				
1002673651 Total:		252.00							
PITNEY BOWES Total:		252.00							
POSTMASTER, U.S. POSTAL SERVICES									
026000									
12202016	12/20/2016	215.00	0.00	01/06/2017				False	0
012-106-480000 Postage					FIRST CLASS PRESORT FEE				
12202016 Total:		215.00							
POSTMASTER, U.S. POS		215.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
SELDEN, LAURIE									
030715									
01152017	1/3/2017	3,015.00	0.00	01/06/2017				False	0
001-103-554000	Contractual/consulting serv			1/1-1/15/17 CRIMINAL PROSECUTORIAL SERVICES					
	01152017 Total:	3,015.00							
	SELDEN, LAURIE Total:	3,015.00	✓						
SHERWIN-WILLIAMS									
031345									
3116-3	12/22/2016	29.90	0.00	01/06/2017				False	0
001-004-470000	Building Expense			PAINT					
	3116-3 Total:	29.90	✓						
3444-4	12/19/2016	61.73	0.00	01/06/2017				False	0
001-005-501000	Operating Materials & Supp			PAINT DOG STATUE COL VIEW PARK					
	3444-4 Total:	61.73	✓						
	SHERWIN-WILLIAMS To	91.63							
ST. HELENS SCHOOL DISTRICT									
028955									
01032017	1/3/2017	1,984.27	0.00	01/06/2017				False	0
001-000-312000	Building Permits			SURCHARGE FEE REPORT PERMIT PLUMBING MEC					
01032017	1/3/2017	850.74	0.00	01/06/2017				False	0
001-000-313000	Plumbing Permit Fees			SURCHARGE FEE REPORT PERMIT PLUMBING MEC					
01032017	1/3/2017	382.80	0.00	01/06/2017				False	0
001-000-314000	Mechanical permit fees			SURCHARGE FEE REPORT PERMIT PLUMBING MEC					
	01032017 Total:	3,217.81							
	ST. HELENS SCHOOL DI	3,217.81	✓						

STAPLES BUSINESS ADVANTAGE

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
031983									
3325157331	12/24/2016	34.56	0.00	01/06/2017				False	0
012-107-457000	Office supplies			OFFICE SUPPLIES					
	3325157331 Total:	34.56							
	STAPLES BUSINESS AD	34.56							
UPS									
033900									
00006550XW526	12/24/2016	16.36	0.00	01/06/2017				False	0
013-403-457000	Office supplies			SHIPPING DCBS					
	00006550XW526 Total:	16.36							
	UPS Total:	16.36							
VERIZON WIRELESS									
000720									
9777313761	12/20/2016	1,523.95	0.00	01/06/2017				False	0
001-002-458000	Telephone Expense			271826771-00001					
	9777313761 Total:	1,523.95							
9777364461	12/20/2016	130.23	0.00	01/06/2017				False	0
013-402-458000	Telecommunication expense			871458396-00001					
9777364461	12/20/2016	87.88	0.00	01/06/2017				False	0
001-105-458000	Telephone expense			871458396-00001					
9777364461	12/20/2016	332.85	0.00	01/06/2017				False	0
013-403-458000	Telecommunication expense			871458396-00001					
9777364461	12/20/2016	173.10	0.00	01/06/2017				False	0
017-417-458000	Telephone expense			871458396-00001					
9777364461	12/20/2016	35.71	0.00	01/06/2017				False	0
018-019-458000	Telecommunication Expense			871458396-00001					
9777364461	12/20/2016	26.78	0.00	01/06/2017				False	0
018-020-458000	Telecommunication Expense			871458396-00001					
9777364461	12/20/2016	40.01	0.00	01/06/2017				False	0
017-017-458000	Telephone Expense			871458396-00001					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
9777364461	12/20/2016	26.78	0.00	01/06/2017					
018-022-458000	Telecommunication expense			871458396-00001					
								False	0
9777364461 Total:		853.34							
VERIZON WIRELESS To		2,377.29							
VERNON, VICKI R.									
034920									
12202016	12/20/2016	308.00	0.00	01/06/2017					
001-103-554000	Contractual/consulting serv			DENNIS WARREN					
								False	0
12202016 Total:		308.00							
VERNON, VICKI R. Total		308.00							
Report Total:		35,531.10							

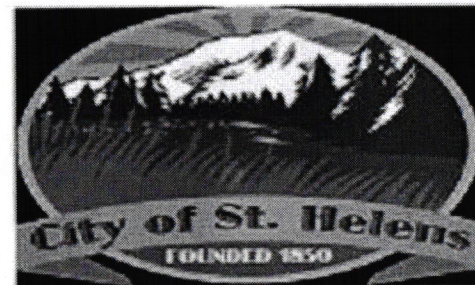


# Accounts Payable

## To Be Paid Proof List

User: jenniferj  
 Printed: 01/05/2017 - 11:18AM  
 Batch: 00001.01.2017 - AP 1/6/17 FY 16-17 OVER 10K

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
ST. HELENS SCHOOL DISTRICT									
028955									
01032017	1/3/2017	10,088.65	0.00	01/06/2017				False	0
001-000-210000 School Exercise Tax				99% OF RECEIVED REV OCT -DEC 2016 SCHOOL EXC					
01032017 Total:		10,088.65							
ST. HELENS SCHOOL DI		10,088.65							
Report Total:		10,088.65	