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

City Council Members

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

Welcome!

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

- | | |
|--|-----------|
| 1. Visitor Comments | 1:00 p.m. |
| 2. PROTEST HEARING: Notice of Nuisance Abatement – 364 N. 1 st Street (Mullins) | 1:05 p.m. |
| 3. Annual Report from City Auditor for FY Ending 6/30/16 – <i>Pauly, Rogers & Co., PC</i> | 1:20 p.m. |
| 4. Presentation from Chamber of Commerce Regarding RainWorks Project – <i>Amanda Normine</i> | 1:35 p.m. |
| 5. Presentation from Port of St. Helens Regarding McNulty Way Industrial Park Development Proposal – <i>Scott Jensen, Port Planner</i> | 1:45 p.m. |
| 6. 2 nd Quarter Main Street Program Report - <i>Jasmine</i> | 1:55 p.m. |
| 7. Review Lease Agreement for Parking Lot – <i>John/Matt</i> | 2:05 p.m. |
| 8. 2 nd Quarter Financial Report - <i>Matt</i> | 2:15 p.m. |
| 9. Review City Investment Summary - <i>Matt</i> | 2:25 p.m. |
| 10. Discussion Regarding Utility Rates - <i>Matt</i> | 2:35 p.m. |
| 11. Review Proposed Library Strategic Plan - <i>Margaret</i> | 2:45 p.m. |
| 12. Review Agreement with ECONorthwest for Site Development Consulting Services - <i>John</i> | 3:00 p.m. |
| 13. Review Draft of Solid Waste Franchise Agreement - <i>John</i> | 3:10 p.m. |
| 14. Discussion on Affordable Housing | 3:20 p.m. |
| 15. Department Reports | 3:40 p.m. |
| 16. Council Reports | 4:00 p.m. |
| 17. Executive Session: ORS 192.660(2)(e) Real Property Transactions | 4:20 p.m. |
| 18. Other Business | |
| 19. Adjourn | |

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

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

FOR YOUR INFORMATION

Upcoming Dates to Remember:

- February 1, Council Work Session, 1:00 p.m., Council Chambers
- February 1, Council Public Hearing, 6:15 p.m., Council Chambers
- February 1, Council Regular Session, 7:00 p.m., Council Chambers
- February 13, Parks Commission, 4:00 p.m., Council Chambers
- February 14, Planning Commission, 7:00 p.m., Council Chambers

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

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

Council Action Sheet



To: Mayor and City Council Members

From: Jamin Coy, Code Enforcement Officer
Bob Johnston, Building Official
Kathy Payne, City Recorder

Date: January 18, 2017

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

Background

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

Attachments: Pics of Site on 1/9/17
Declaration of Viva Mullins
Resolution No. 1770
Notice to Abate Attractive Nuisance
Notice of Nuisance Abatement Letter
Code Enforcement Officer Reports from 8/19/15 through 12/28/16

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







City of St. Helens
RESOLUTION NO. 1770

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

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

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

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

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

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

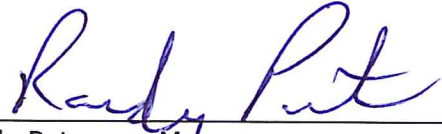
Section 3. Council hereby directs a notice to be posted as listed in Exhibit A, St. Helens, Oregon which contains: a description of the real property, by street address or otherwise; a direction to remove the nuisance within 30 days of the date of the notice; a description of the nuisance; a statement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

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

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

Ayes: Locke, Carlson, Cönn, Morten, Peterson

Nays: None



Randy Peterson, Mayor

ATTEST:



Kathy Payne, City Recorder

EXHIBIT A

NUISANCE ABATEMENT LIST

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



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

NOTICE TO ABATE ATTRACTIVE NUISANCE

DATE: 12/28/2016.

PROPERTY OWNER: Troy F and Viva J Mullins

PROPERTY ADDRESS 364 N 1st Street

Pursuant to Resolution No. 1770

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

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

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

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

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

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

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

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

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



City of St. Helens

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

December 28, 2016

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

Subject: Notice of Nuisance Abatement
First Addn. to Columbia Park, Block 1 Lot "5, Pt 6", 364 N. 1st Street, St. Helens, Oregon
Property Map # 5N1W34-CB-07900

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

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

And

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

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

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

Sincerely,

Kathy Payne
City Recorder

RECEIVED

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

DECLARATION OF VIVA MULLINS

STATE OF OREGON)

ss.

County of Columbia)

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

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

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

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

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

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

I ask for a full hearing in front of the City council as provided by St Helens Municipal Code Section 8.12.250 which provides:

8.12.250 General abatement.

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

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

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

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

(13) A notice of the assessment shall be forwarded by registered mail, postage prepaid, to the person in charge of the property by the city recorder. The notice shall contain:

(a) The total cost, including the administrative overhead, of the abatement.

(b) A statement that if arrangements to pay the cost as indicated are not made within 30 days, the city will bring appropriate legal action and/or such costs will become a lien against the property.

(c) A statement that if the person in charge of the property objects to the cost of the abatement as indicated, he may file a notice of objection with the city recorder within 10 days from the date of the notice.

(14) Objection to the proposed assessment, if properly filed, shall be heard and determined by the council in its regular course of business.

(15) An assessment for the cost of abatement as determined by the council shall be made by resolution of the council and shall thereupon be entered in the docket of city liens; and upon such entry being made, it shall constitute a lien upon the property from which the nuisance was removed or abated.

(16) The lien shall be collected in the same manner as liens for street improvements are collected and shall bear interest at the rate of nine percent per annum. Such interest shall commence to run 30 days after the entry of the lien in the lien docket.

(17) An error in the name of the person in charge of the property shall not void the assessment, nor will a failure to receive the notice of the assessment render the assessment void but it shall remain a valid lien against the property. (Ord. 3183 § 1, 2015; Ord. 2760, 1997; Ord. 2565 § 4, 1989; Ord. 2146 § 25, 1976)

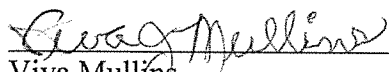
I ask that I be allowed to present evidence and witnesses to the issue at hand. And I ask that I be given a notice in writing as to when the hearing shall be. Notice should be sent to me and my lawyer as follows:

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

And

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

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


Viva Mullins



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

NOTICE TO ABATE ATTRACTIVE NUISANCE

DATE: 12/28/2016.

PROPERTY OWNER: Troy F and Viva J Mullins

PROPERTY ADDRESS 364 N 1st Street

Pursuant to Resolution No. 1770

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

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

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

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

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

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

It is a misdemeanor to [REDACTED] remove or deface this notice.

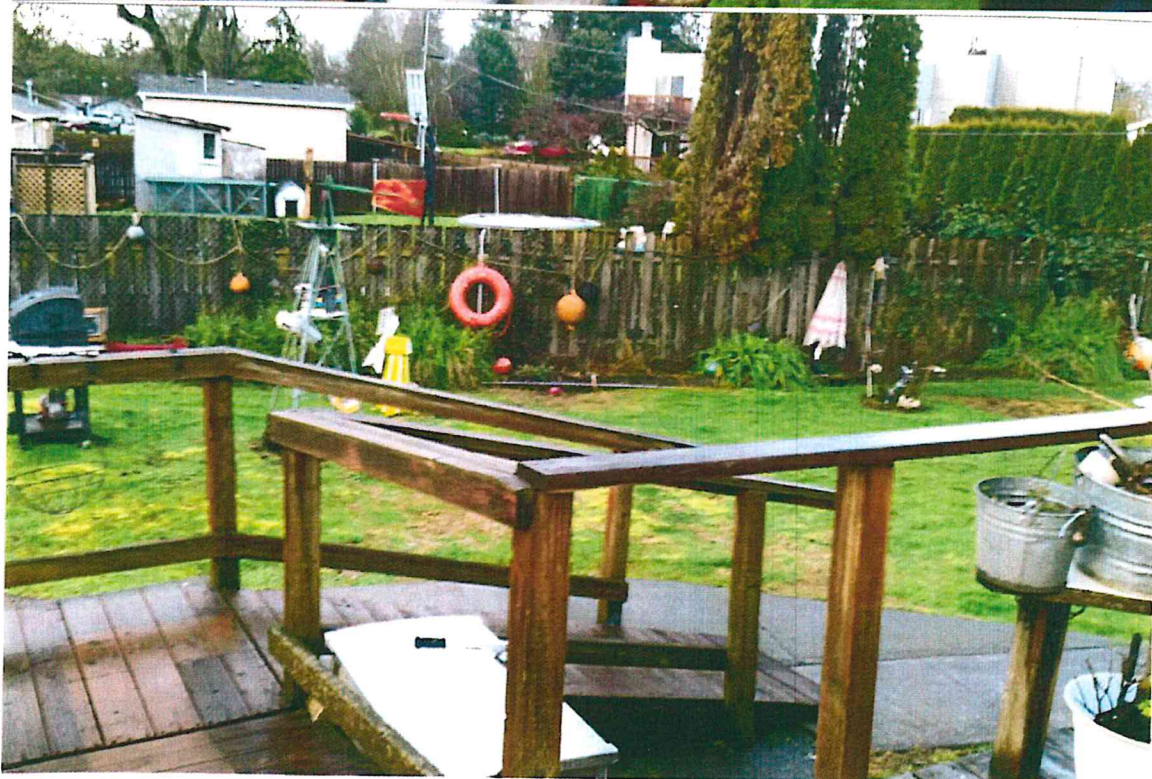
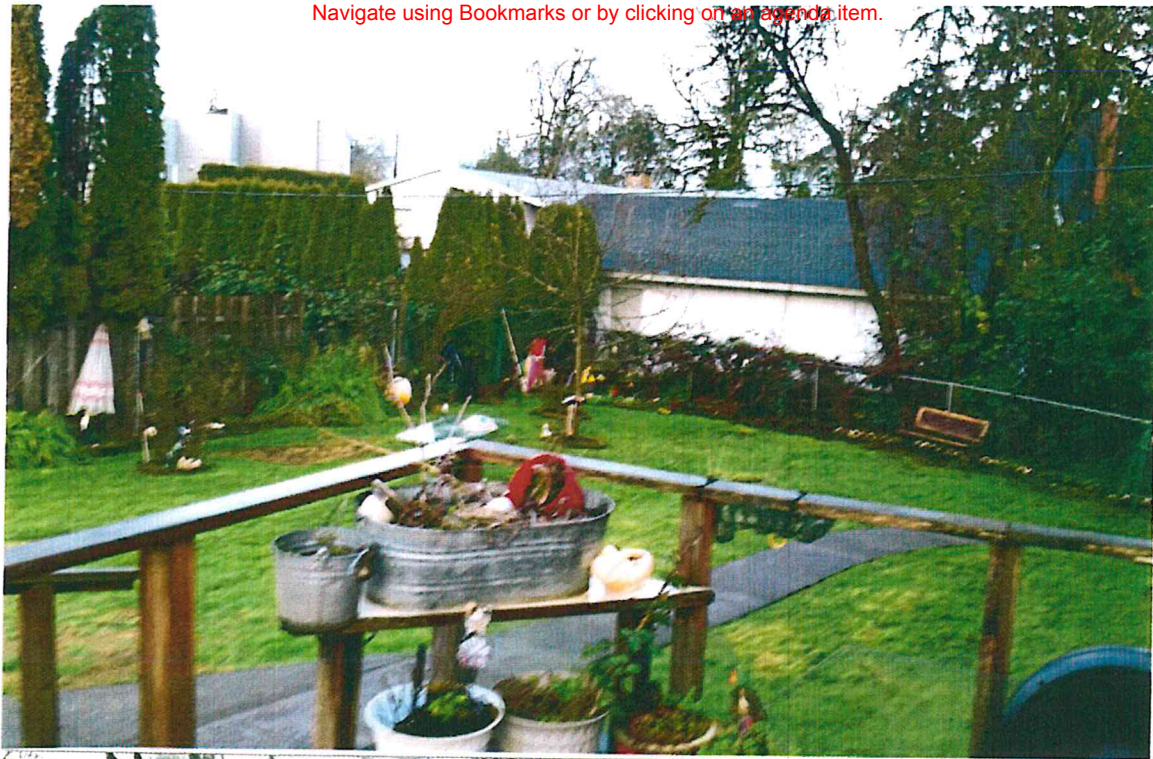
Bob Johnston
Building Official
City of St Helens
(503) 397-6272
bobj@ci.st-helens.or.us











Columbia County Transfer Station Ticket #: 001-0000406669
1601 Railroad Ave, St Helens, OR 97051
(503) 366-2613

11/14/2016

Scale 13:30:33 / Out : 13:50:28

IN Bound Columbia County 100%
Customer : Cash Customer
Vehicle : cash 20 mullins white

Gross Wt: 6,100.00 Tare Wt: 5,360.00 Net Wt: 740.00

Columbia County
(MSW) Mun Solid Waste 0.37 TON @ \$129.45/TON = \$47.90

Net Amount: \$47.90 \$0.00 Total Due : \$47.90

Signature:

Jana J Brecht

Hrs: Mon-Sat, 8:00am to 5:00pm

Paid in Full CC

Columbia County Transfer Station Ticket #: 001-0000402279
1601 Railroad Ave, St Helens, OR 97051

(503) 366-2613

IN Bound Columbia County 100%

Customer : Cash Customer

Vehicle : cash 12 mann blue

10/1/2016

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

Gross Wt: 6,640.00 Tare Wt: 5,600.00 Net Wt: 1,040.00

Columbia County (MSW) Mun Solid Wt: 0.82 TON @ \$129.45/TON = \$106.15

Net Amount: \$67.31 \$0.00 Total Due : \$67.31

Signature: _____

Hrs: Mon-Sat, 8:00am to 5:00pm

Paid in Full Cash

Columbia County Transfer Station

Ticket Nr: 001-000000135

1000 Ave St Helens, OR 97131

11/19/2016

Enafeta: 00:001/001: 12:25:11

Round Columbia County 1000

Power East Customer

Vehicle Cash 27 Mann White

MT 10,160.00

10,160.00

Columbia County

MSW/MW 25.00 Waste

0.50 11,525.00 = 11,525.00

Total Due: 11,525.00

Signature

Hrs: 10:00am to 5:00pm

Paid In Full CC

Columbia County Transfer Station Ticket # 001-0000407139

1601 Railroad Ave, St Helens, OR 97051

0303)366-2413

11/19/2016

Bound Columbia County 100%

Scale 12:00:00/Out 12:09:14

Customer Cash Customer

Vehicle cash 27 mann white

Gross Wt: 10,160.00

Tare Wt: 9,160.00

Net Wt:

1,000.00

Columbia County

Open Solid Waste

0.50 TON

\$129.44/TON

\$64.72

Net Amount:

\$64.72

\$0.00

Total Due:

\$64.72

Signature:

Hrs: Mon-Sat, 8:00am to 5:00pm

paid in Full CC



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

Store: 229
Invoice: 22900214956
Salesperson: Steven B

Customer Information

Customer ID: A02297135
Name: JANA BRECHT
Address:
City, State, ST HELENS, OR 97051
Phone: (503) 396-9254

Vehicle Information

Vehicle:
Color:
Mileage:
License:

Les Schwab Invoice

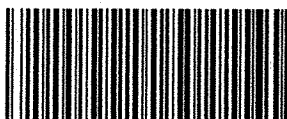
Qty	Product Code	Product Description	Price/ea	FET	Amount
15	123603	JUNK TIRE DISPOSAL	\$5.00	\$0.00	\$75.00
					Parts Subtotal: \$75.00
					Labor Subtotal: \$0.00
					Sales Tax: \$0.00
					Tire Tax: \$0.00
					Invoice \$75.00
Payment Method:			CREDIT Approval# Card# XXXXXXXXXXXXX5219		\$75.00

THANK YOU FOR YOUR BUSINESS

ASSIGNMENT OF WARRANTIES - LIMITATION OF REMEDIES. SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MANUFACTURER EXPRESS AND IMPLIED WARRANTIES BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. INCIDENTAL AND CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER EXCLUDED TO EXTENT LAW ALLOWS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.

Customer Signature X

Jana G Brecht



* indicates promotional price
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Page 1 of 1

Call 15058405 Details

File: Date: **08/19/15** Opr: **hvaughn** POD: **4**
 Location: **364 N 1ST ST** Juris: **SH**
 Type: **NUI** Svc: **P** Agcy: **SHPD** Area: **700** Dist: Zn: **PD** Bt:
Nuisance Call In Progress? **0** Priority: **3** How Recd? **5**
 Last name: **OFFICER** First: **WILLIAMS, SCOTT** Phone:
 Address: BOLO HAZ EL PH 50

#	Remarks	Time	Oper	POD
1	Call 15058412 has been linked to call 15058405.	10:40:10	*bcutrigh	5
ADD REMARK				

Cross Streets Unit Recommendation

WEST ST
LEMONT ST

Unit Name	Received	Dispatch	Arrived	Cleared	Clearance	Backup Units
730	10:16	EVNT	10:16	10:20	S1	

Unit History

Unit Name	Status	Time	Location	Operator	Remarks
<u>730</u> WILLIAMS, SCOTT	Arrived	10:17:02	364 N 1ST ST	hvaughn	Nuisance Call
<u>730</u> WILLIAMS, SCOTT	Clear	10:20:35		bcutrigh	

Close

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as of: 01/10/2017
11:01

Call 15058418 Details

File: Date:**08/19/15** Opr:**hvaughn** POD:**4**
 Location:**364 N 1ST ST** Juris:**SH**
 Type:**NUI** Svc:**P** Agcy:**SHPD** Area:**700** Dist: Zn:**PD** Bt:
Nuisance Call In Progress? **0** Priority:**3** How Recd? **5**
 Last name:**OFFICER** First:**WILLIAMS, SCOTT** Phone:
 Address: BOLO HAZ EL PH 51

#	Remarks	Time	Oper	POD
1	Call 15058418 has been linked to call 15058412.	10:57:51	*hvaughn	4
ADD REMARK				

Cross Streets Unit Recommendation

WEST ST
LEMONT ST

Unit Name	Received	Dispatch	Arrived	Cleared	Clearance	Backup Units
730	10:49	EVNT	10:49	11:03	W3	

Unit History

Unit	Name	Status	Time	Location	Operator	Remarks
<u>730</u>	WILLIAMS, SCOTT	Arrived	10:49:13	364 N 1ST ST	hvaughn	Nuisance Call
<u>730</u>	WILLIAMS, SCOTT	Code 4	10:57:51		hvaughn	
<u>730</u>	WILLIAMS, SCOTT	Clear	11:03:58		hvaughn	

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as of: 01/10/2017
11:01

Call 16074153 Details

File: Date: **10/04/16** Opr: **kcomfort** POD: **4**
 Location: **364 N 1ST ST** Juris: **SH**
 Type: **RC** Svc: **P** Agcy: **SHPD** Area: **700** Dist: Zn: **PD** Bt:
Radio Call In Progress? **0** Priority: **3** How Recd? **5**
 Last name: **OFFICER** First: **COY, JAMIN W** Phone:
 Address: BOLO HAZ EL PH 73

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

ADD REMARK

Cross Streets Unit Recommendation

WEST ST
LEMONT ST

Unit	Name	Received	Dispatch	Arrived	Cleared	Clearance	Backup Units
730		10:59	EVNT	10:59	11:13	Y2	

Unit History

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

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11:19

Call 16076305 Details

File: Date: **10/12/16** Opr: **aedinger** POD: **1**
 Location: **364 S 1ST ST** Juris: **SH**
 Type: **R-2** Svc: **P** Agcy: **SHPD** Area: **700** Dist: Zn: **PD** Bt:
Report, follow up In Progress? **0** Priority: **3** How Recd? **5**
 Last name: **OFFICER** First: **COY, JAMIN W** Phone:
 Address: BOLO HAZ EL PH

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

ADD REMARK

Cross Streets Unit Recommendation

COWLITZ ST
VENEER MILL

Unit	Name	Received	Dispatch	Arrived	Cleared	Clearance	Backup Units
730		10:38	EVNT	10:38	10:50	Y2	

Unit History

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

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 11:12

Call 16079433 Details

File: Date:**10/24/16** Opr:**kcomfort** POD:**4**
 Location:**364 N 1ST ST** Juris:**SH**
 Type:**RC** Svc:**P** Agcy:**SHPD** Area:**700** Dist: Zn:**PD** Bt:
Radio Call In Progress? **0** Priority:**3** How Recd? **5**
 Last name:**OFFICER** First:**COY, JAMIN W** Phone:
 Address: BOLO HAZ EL PH 75

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

ADD REMARK

Cross Streets Unit Recommendation

WEST ST
LEMONT ST

Unit	Name	Received	Dispatch	Arrived	Cleared	Clearance	Backup Units
730		10:42	EVNT	10:42	11:04	Y2	709

Unit History

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

Call 16084575 Details

File: Date: **11/10/16** Opr: **dkarthau** POD: **4**
 Location: **364 N 1ST ST** Juris: **SH**
 Type: **R-2** Svc: **P** Agcy: **SHPD** Area: **700** Dist: Zn: **PD** Bt:
Report, follow up In Progress? **0** Priority: **3** How Recd? **5**
 Last name: **OFFICER** First: **COY, JAMIN W** Phone:
 Address: BOLO HAZ EL PH 77

#	Remarks	Time	Oper	POD
1				
ADD REMARK				

Cross Streets Unit Recommendation

WEST ST
LEMONT ST

Unit Name	Received	Dispatch	Arrived	Cleared	Clearance	Backup Units
730	09:34	EVNT	09:34	09:40	Y2	

Unit History

Unit Name	Status	Time	Location	Operator	Remarks
<u>730</u> COY, JAMIN W	Arrived	09:34:26	364 N 1ST ST	dkarthau	Report, follow up
<u>730</u> COY, JAMIN W	Clear	09:40:05		dkarthau	

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11:02

Call 16086594 Details

File: Date: **11/17/16** Opr: **dkarthau** POD: **3**
 Location: **364 N 1ST ST** Juris: **SH**
 Type: **R-2** Svc: **P** Agcy: **SHPD** Area: **700** Dist: Zn: **PD** Bt:
Report, follow up In Progress? **0** Priority: **3** How Recd? **5**
 Last name: **OFFICER** First: **COY, JAMIN W** Phone:
 Address: BOLO HAZ EL PH 78

#	Remarks	Time	Oper	POD
1				
ADD REMARK				

Cross Streets Unit Recommendation

WEST ST
LEMONT ST

Unit Name	Received	Dispatch	Arrived	Cleared	Clearance	Backup Units
730	13:36	EVNT	13:36	13:42	W1	

Unit History

Unit Name	Status	Time	Location	Operator	Remarks
<u>730</u> COY, JAMIN W	Arrived	13:37:01	364 N 1ST ST	dkarthau	Report, follow up
<u>730</u> COY, JAMIN W	Clear	13:42:19		dkarthau	

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Call 16089489 Details

File: Date: **11/28/16** Opr: **mshambau** POD: **2**
 Location: **364 N 1ST ST** Juris: **SH**
 Type: **R-2** Svc: **P** Agcy: **SHPD** Area: **700** Dist: Zn: **PD** Bt:
Report, follow up In Progress? **0** Priority: **3** How Recd? **5**
 Last name: **OFFICER** First: **COY, JAMIN W** Phone:
 Address: BOLO HAZ EL PH 79

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

ADD REMARK

Cross Streets Unit Recommendation

WEST ST
LEMONT ST

Unit	Name	Received	Dispatch	Arrived	Cleared	Clearance	Backup Units
730		11:03	EVNT	11:03	11:42	W3	

Unit History

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

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Call 16091687 Details

File: Date: **12/06/16** Opr: **mshambau** POD: **4**
 Location: **364 N 1ST ST** Juris: **SH**
 Type: **R-2** Svc: **P** Agcy: **SHPD** Area: **700** Dist: Zn: **PD** Bt:
Report, follow up In Progress? **0** Priority: **3** How Recd? **5**
 Last name: **OFFICER** First: **COY, JAMIN W** Phone:
 Address: BOLO HAZ EL PH 80

#	Remarks	Time	Oper	POD
1				
ADD REMARK				

Cross Streets Unit Recommendation

WEST ST
LEMONT ST

Unit Name	Received	Dispatch	Arrived	Cleared	Clearance	Backup Units
730	09:57	EVNT	09:57	10:00	W1	

Unit History

Unit Name	Status	Time	Location	Operator	Remarks
<u>730</u> COY, JAMIN W	Arrived	09:57:07	364 N 1ST ST	mshambau	Report, follow up
<u>730</u> COY, JAMIN W	Clear	10:00:42		mshambau	

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as of: 01/10/2017
11:02

Call 16096966 Details

File: Date: **12/28/16** Opr: **nault** POD: **3**
 Location: **364 N 1ST ST** Juris: **SH**
 Type: **R-2** Svc: **P** Agcy: **SHPD** Area: **700** Dist: Zn: **PD** Bt:
Report, follow up In Progress? **0** Priority: **3** How Recd? **5**
 Last name: **OFFICER** First: **COY, JAMIN W** Phone:
 Address: BOLO HAZ EL PH 81

#	Remarks	Time	Oper	POD
1				
ADD REMARK				

Cross Streets Unit Recommendation

WEST ST
LEMONT ST

Unit Name	Received	Dispatch	Arrived	Cleared	Clearance	Backup Units
730	15:35	EVNT	15:35	15:38	W1	

Unit History

Unit Name	Status	Time	Location	Operator	Remarks
<u>730</u> COY, JAMIN W	Arrived	15:35:08	364 N 1ST ST	nault	Report, follow up
<u>730</u> COY, JAMIN W	Arrived	15:38:16	364 N 1ST ST	sbarrett	Report, follow up
<u>730</u> COY, JAMIN W	Clear	15:38:24		nault	

as of: 01/10/2017
11:02

Call 16096985 Details

File: Date:**12/28/16** Opr:**nault** POD:**3**
 Location:**364 N 1ST ST** Juris:**SH**
 Type:**RC** Svc:**P** Agcy:**SHPD** Area:**700** Dist: Zn:**PD** Bt:
Radio Call In Progress? **0** Priority:**3** How Recd? **5**
 Last name:**OFFICER** First:**COY, JAMIN W** Phone:
 Address: BOLO HAZ EL PH 82

#	Remarks	Time	Oper	POD
1				
ADD REMARK				

Cross Streets Unit Recommendation

WEST ST
LEMONT ST

Unit	Name	Received	Dispatch	Arrived	Cleared	Clearance	Backup Units
730		16:32	EVNT	16:32	16:43	W1	

Unit History

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

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Newsletter

FROM LOCAL GOVERNMENT PERSONNEL INSTITUTE

660 Hawthorne Ave. SE
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THIS ISSUE

**From the
Director's Desk**
Page 3

**Preparing to
Bargain
Collectively in
2017: Identifying
Priorities**
Page 4

**ERB Fields a Test
Case**
Page 5

CPI
Page 7

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

By Rob Moody, Partner at TKW

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

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

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

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

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

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

Continued on page 2

October 2016

Newsletter

LOCAL GOVERNMENT PERSONNEL INSTITUTE

Continued from Cover

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

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

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

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

- Detailed budgetary schedules – found in the back of the report, these schedules provide information by fund, and are the closest thing to a "checkbook" presentation. Revenues and expenditures are presented with comparison to budget, and illustrate the basic financial operations of each respective fund.
- Fund financial statements for major funds – provide information on those funds most significant to the entity, either by virtue of their sheer size or qualitative importance to the operations. The reader can gain quick information on the financial health of specific major funds through a quick review of balance sheet and revenue/expenditure statements.
- Notes to the Financial Statements – provides additional information to clarify and explain amounts found in the entity-wide and fund financial statements. Information on how amounts are presented and the background for them, including capital assets, long-term debt, pensions, etc. is available in the Notes.

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

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

Continued on page 6


October 2016

Newsletter

LOCAL GOVERNMENT PERSONNEL INSTITUTE

Continued from page 2

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

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

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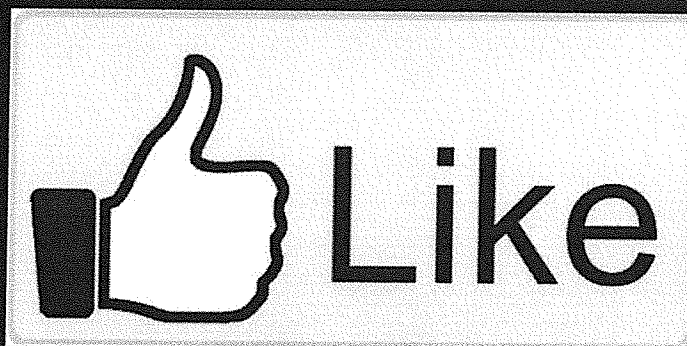
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COMMERCIAL LEASE
(revised)

Date: _____

Between: Masonic building, LLC (Landlord)
C/o Elliot Michael
862 Southeast Oak St. Suite1A
Hillsboro, OR 97123

And: City of St Helens (Tenant)
(A Municipal Corporation)
PO Box 278
St Helens, OR 97051

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the Premises) on the terms and conditions stated below:

Lots 8 and 9, Block 18, city of St. Helens, which property is being presently used as a portion of a parking area maintained by the city

Section 1. Occupancy

1.1 Original term. The term of this lease shall be for (10) years commencing January 2017 and shall continue through 12/31/27, unless sooner terminated as hereinafter provided

1.2 Possession. Tenant presently leases the property from the owner for a parking lot and this lease agreement is an extension of that use and no change in possession will occur, rather the parties agreed to the extension of the lease with the conditions listed in this new revised lease agreement.

Section 2. Rent

2.1 Base Rent. During the term of this lease agreement, tenant shall pay to landlord as base rent the sum of: \$600 per year. Base rent shall increase by 5% per year for the term of the Lease. Rent shall be payable on the 1st day of January of each year. The Tenant is leasing the parking spaces only. Any Revenue derived from the use of such parking area should be assigned and paid directly to the Landlord as additional rent due and the Tenant shall not be entitled to any revenue from use of the Premises.

Section 3. Use of the Premises

3.1 Permitted Use. The premises shall be used for a parking lot and other outdoor activities consistent with the use of zoning designation for the property. At its option, the Tenant

may make improvements to the parking lot from time to time that makes the lot more usable for parking and the movement of vehicles and pedestrian through the parking lot to the adjacent streets and sidewalks.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.
- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pay the additional cost of the insurance.
- (3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

Section 4. Repairs and Maintenance

4.1 Tenant's Obligations. The following shall be the responsibility of Tenant: Maintenance of the parking lot area consistent with the requirements of the City's Development Code or any successor ordinance that pertain to the use, upkeep and maintenance of parking lots. Maintenance of the parking lot shall include, but not be limited to repairs of the paved surface, repairs to the drainage system, and periodic sweeping of the paved surface as part of the Tenant's street sweeping schedule.

4.2 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.3 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required. Nothing in this section shall restrict the police from making necessary inspections during the course on normal police work.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building

codes. As used herein, “alterations” include the installation of permanent above ground facilities over and above the existing improvements on the site.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord’s consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord’s option, be removed by Tenant and the premises restored unless the applicable Landlord’s consent provides otherwise.

5.3 Waiver. Landlord may condition its consent to installation of a work of visual art in the Premises, as defined in the Visual Artist Rights Act of 1990 (VARA) at 17 USC §101, on Tenant’s delivery to Landlord of a written waiver of moral rights under the VARA executed by the artist and to be executed by Landlord acknowledging that the work may be subject to destruction upon removal.

Section 6. Insurance

6.1 Liability Insurance. The city shall extend its liability coverage to the parking lot and name the Landlord as an additional insured if requested by the Landlord.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other’s successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party’s insurance company shall have a subrogated claim against the other.

Section 7. Taxes; Utilities

7.1 Property Taxes. The City is exempt from paying property taxes for public uses, it is not anticipated that any taxes will become due on the property. Any Taxes due will be the responsibility of the Tenant.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in installments, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord’s interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7.4 Payment of Utilities. No Utility charges are expected to be due on the property. If the Tenant elects to provide utilities to the parking lot, the Tenant shall be responsible for paying any incurred charges.

Section 8. Damage and Destruction

8.1 Partial Damage. If the parking lot is partly damaged, the Tenant may decide whether or not to affect repairs. Such repairs will be made by the Tenant at no cost to the Landlord.

Section 9. Liability and Indemnity

9.1 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any activity of Tenant on the Premises or any condition of the premises in the possession or under the control of Tenant including any such claim, loss, or liability that may be caused or contributed to in whole or in part by Landlord's own negligence or failure to effect any repair or maintenance required by this lease. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

9.2 Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy with an "A" rated company with coverage for bodily injury, property damage liability, personal and advertising injury liability with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$2,000,000. Medical expense shall also be provided at not less than \$10,000 per person. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claim of Landlord on account of the obligations assumed by Tenant under Section 9.2, and shall name the Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

Section 10. Quiet Enjoyment; Mortgage Priority

10.1 Landlord's Warranty. Landlord warrants that it is the owner of the Premises and has the right to lease them free for all encumbrances. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

Section 11. Assignment and Subletting

The Tenant shall not assign or sublet the Premise without first obtaining the consent of the Landlord. The section shall not preclude the City from using the site for festivals, outdoor activities or other events in the downtown area that may be sponsored by the City or authorized by the City to a third party for temporary use of the site consistent with an approved festival, outdoor activity or other event.

Section 12. Default

The following shall be events of default:

12.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after it is due.

12.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20-days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

12.3 Abandonment. Failure of Tenant for fifteen (15) days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

12.4 Mutual Termination. Notwithstanding any other provision of this lease, either party may terminate this lease upon ninety (90) days written notice to the other party with or without cause.

Section 13. Remedies on Default

In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

Section 14. Miscellaneous

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

14.2 Attorney Fees. If suit or action is instituted in connections with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

14.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either parties in writing.

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

14.5 Recordation. This lease shall not be recorded without the written consent of Landlord.

14.6 Entry for Inspection. Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for Leasing or selling of the Premises.

14.7 Time of Essence. Time is of the essence of the performance of each of Tenant's obligation under this lease.

Section 15. Arbitration

15.1 Disputes to be arbitrated. If any dispute arises between the parties, either party may request arbitration and appoint as an arbitrator an independent real estate appraiser having knowledge of valuation of rental properties comparable to the premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within 10 days of the choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the premises are located to appoint the required arbitrator.

15.2 Procedure for Arbitration. The arbitrator shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in the county where the leased premises are located.

Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

City of St Helens

Masonic Building LLC

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: Elliot Michael

ATTEST:

APPROVED AS TO FORM:

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

COMMERCIAL LEASE

Date: May 5, 2004

Between: St. Helens Lodge No. 32, AF & AM ("Landlord")
 (An Oregon Corporation)
 c/o Melvin Shope
 355 N. 4th Street
 St. Helens, OR 97051

And: City of St. Helens ("Tenant")
 (A Municipal Corporation)
 P.O. Box 278
 St. Helens, Oregon

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Lots 8 and 9, Block 18, City of St. Helens, which property is being presently used as a portion of a parking area maintained by the City.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall be for twenty (20) years and shall commence June 25, 2004, and continue through June 25, 2024, unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant presently leases the property from the Owner for a parking lot and this lease agreement is an extension of that use. No change in possession will occur, rather the parties agree to the extension of the lease with the conditions listed in this new lease agreement.

Section 2. Rent

2.1 Base Rent. During the term of this lease agreement, Tenant shall pay to Landlord as base rent the sum of \$600.00 per year. Rent shall be payable on the first day of July for each of the years of the lease.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for a parking lot and other outdoor activities consistent with the use of zoning designation for the property. At its option, the Tenant may make improvements to the parking lot from time to time that makes the lot more usable for parking and the movement of vehicles and pedestrian through the parking lot to the adjacent streets and sidewalks.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

Section 4. Repairs and Maintenance

4.1 Tenant's Obligations. The following shall be the responsibility of Tenant: Maintenance of the parking lot area consistent with the requirements of the City's Development Code or any successor ordinance that pertain to the use, upkeep and maintenance of parking lots. Maintenance of the parking lot shall include, but not be limited to repairs of the paved surface, repairs to the drainage system, and periodic sweeping of the paved surface as part of the Tenant's street sweeping schedule.

4.2 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.3 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required. Nothing in this section shall restrict the police from making necessary inspections during the course on normal police work.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of permanent above ground facilities over and above the existing improvements on the site.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent provides otherwise.

5.3 Waiver. Landlord may condition its consent to installation of a work of visual art in the Premises, as defined in the Visual Artists Rights Act of 1990 (VARA) at 17 USC §101, on Tenant's delivery to Landlord of a written waiver of moral rights under the VARA executed by the artist and to be executed by Landlord acknowledging that the work may be subject to destruction upon removal.

Section 6. Insurance

6.1 Liability Insurance. The City shall extend its liability coverage to the parking lot and name the Landlord as an additional insured if requested by the Landlord.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other.

Section 7. Taxes; Utilities

7.1 Property Taxes. As the property is in the name of a non-profit organization and the City is also exempt from paying property taxes for public uses, it is not anticipated that any taxes will become due on the property.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in installments, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.

7.4 Payment of Utilities Charges. No Utility charges are expected to be due on the property. If the Tenant elects to provide utilities to the parking lot, the Tenant shall be responsible for paying any incurred charges.

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8.1 Partial Damage. If the parking lot is partly damaged, the Tenant may decide whether or not to affect repairs. Such repairs will be made by the Tenant at no cost to the Landlord.

Section 9. Liability and Indemnity

9.1 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant including any such claim, loss, or liability that may be caused or contributed to in whole or in part by Landlord's own negligence or failure to effect any repair or maintenance required by this lease. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

9.2 Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: commercial general liability policy with an "A" rated company with coverage for bodily injury, property damage liability, personal and advertising injury liability with a general aggregate limit of not less than \$2,000,000 and a per occurrence limit of not less than \$2,000,000. Medical expense shall also be provided at not less than \$10,000 per person. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 9.2, and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

Section 10. Quiet Enjoyment; Mortgage Priority

10.1 Landlord's Warranty. Landlord warrants that it is the owner of the Premises and has the right to lease them free of all encumbrances. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

Section 11. Assignment and Subletting

The Tenant shall not assign or sublet the Premise without first obtaining the consent of the Landlord. The section shall not preclude the City from using the site for festivals, outdoor activities or other events in the downtown area that may be sponsored by the City or authorized by the City to a third party for temporary use of the site consistent with an approved festival, outdoor activity or other event.

Section 12. Default

The following shall be events of default:

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12.4 Abandonment. Failure of Tenant for fifteen (15) days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

12.5 Mutual Termination. Notwithstanding any other provision of this lease, either party may terminate this lease upon ninety (90) days written notice to the other party with or without cause.

Section 13. Remedies on Default

In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

Section 14. Miscellaneous

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

14.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

14.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

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

14.5 Recordation. This lease shall not be recorded without the written consent of Landlord.

14.6 Entry for Inspection. Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

14.7 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this lease.


Section 15. Arbitration

15.1 Disputes to Be Arbitrated. If any dispute arises between the parties, either party may request arbitration and appoint as an arbitrator an independent real estate appraiser having knowledge of valuation of rental properties comparable to the premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within 10 days of the choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the premises are located to appoint the required arbitrator.


15.2 Procedure for Arbitration. The arbitrator shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in the county where the leased premises are located.


Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

~~LANDLORD~~: City of St. Helens

By: 
Randy Peterson, Mayor

~~TENANT~~: The St. Helens Lodge No. 32, AF
& AM


By: 
Melvin Shope

By: 
Richard McLean

ATTEST:


Brian D. Little, City Administrator

APPROVED AS TO FORM:


Richard Appicello

CITY OF ST. HELENS

Financial Report For The Quarter Ending Dec 31, 2016

This is the quarterly financial report for the quarter ending December 31, 2016. This is the 2nd quarter of the City's fiscal year ending June 30, 2017. If revenues and expenditures were received and spent evenly throughout the year, they would be at 50% received or spent at June 30, 2017.

The quarterly report compares the budget to the year-to-date revenues and expenditures.

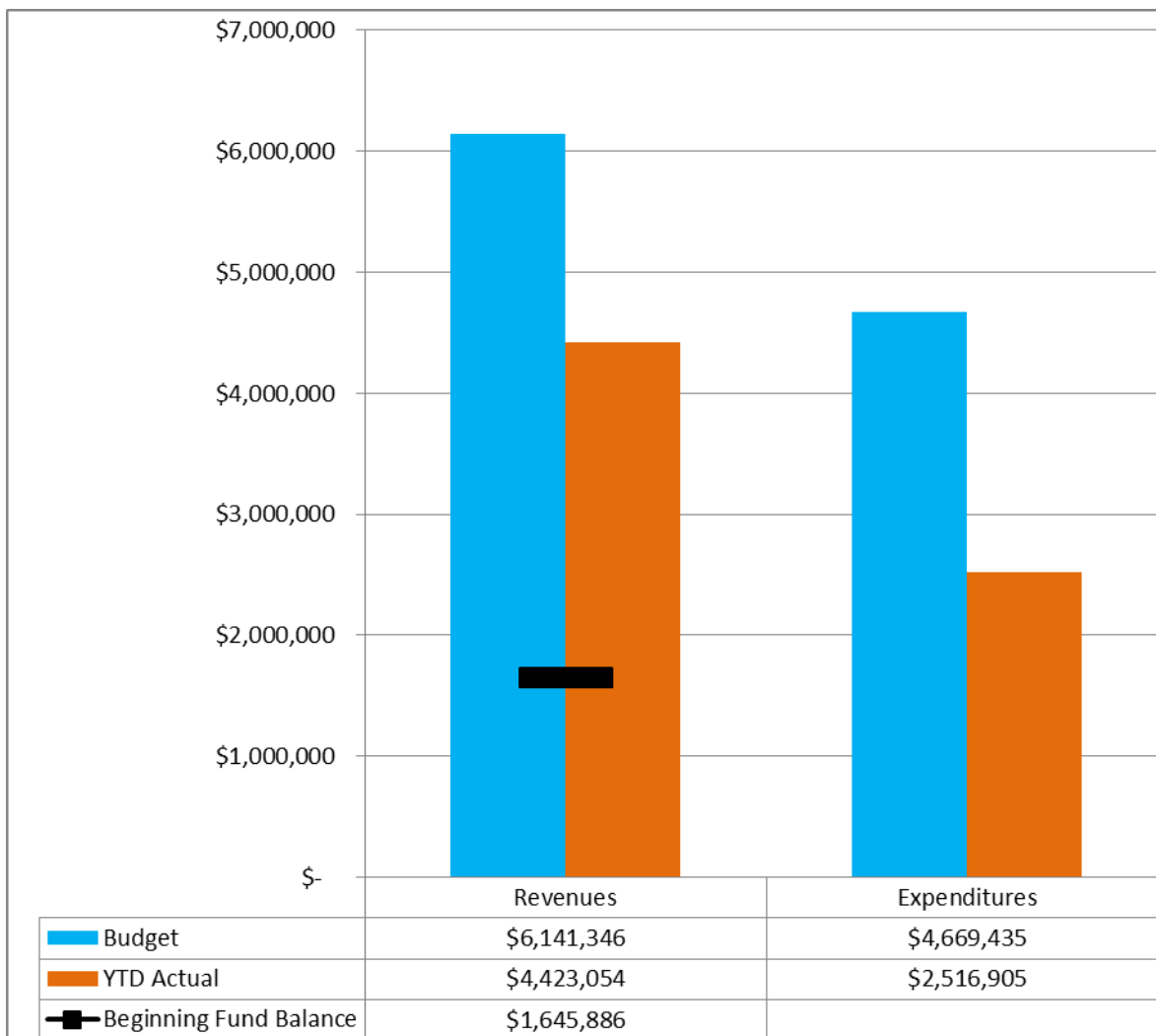
For the expenditures, the Contingency and Unappropriated Fund Balances have been removed to show a "true cost" outlook on each fund/department. When you look at the charts, the total revenues and the total expenditures will not balance. The difference is the Contingency and Unappropriated Fund Balance which are not included with the expenditures.

For all graph representations; BLUE = Budget and ORANGE = Actuals

For all funds/departments, other than the General Fund, the Revenue Graphs will show a large black line. This line represents the Beginning Fund Balance for that Fund. Stated in another way, if a fund received zero revenue, the black line represents where the fund would be as far as a balance of available funds.

<u>PAGE</u>	<u>DESCRIPTION</u>
2	General Fund Overview
3	General Fund Revenues
4-6	General Fund Specific Departments
7	Visitor & Tourism Fund
	Community Enrichment Fund
8	Capital Projects Fund
	Streets
9	Administrative Services Fund
	Public Works
10	Fleet & Facility Maintenance Fund
	Water Fund
11	Sewer Storm Fund
	Community Development

General Fund - Overview



The General Fund receives the most focus throughout the year and during the budget cycle. The General Fund houses property taxes and the major service areas the public associates with local government – police, library, parks, council courts, planning and building. Above is a summary of the General Fund revenue & expenses.

General Fund revenues and expenditures are next broken down into categories and departments. Line item detail for each revenue source and expense item can be shown if requested.

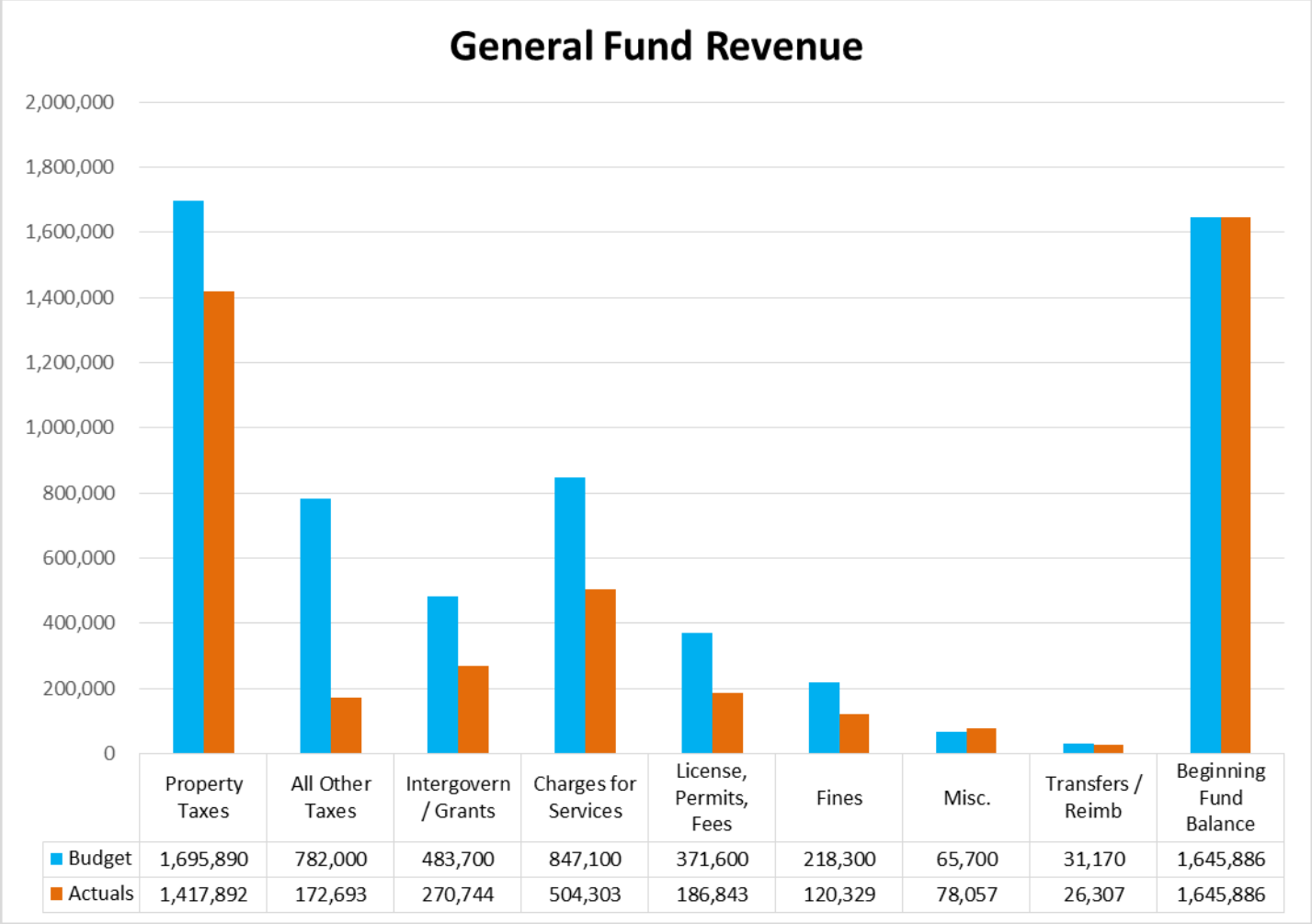
The General Fund’s financial position is good through the first quarter of FY 2016-17. The City has received 72% of the budgeted revenues for 2016/17. The Beginning Fund Balance (un-audited) for FY 2016-17 is just over \$1.6 Million. I will have an “actual” Audited Ending Fund Balance for 2016-17 by the next quarterly update after auditors have completed their work.

General Fund - Revenue

The following graph displays the General Fund Revenue broken out into separate revenue categories. Budgeted Amounts are shown in BLUE and the Year to Date Actuals are shown in Orange.

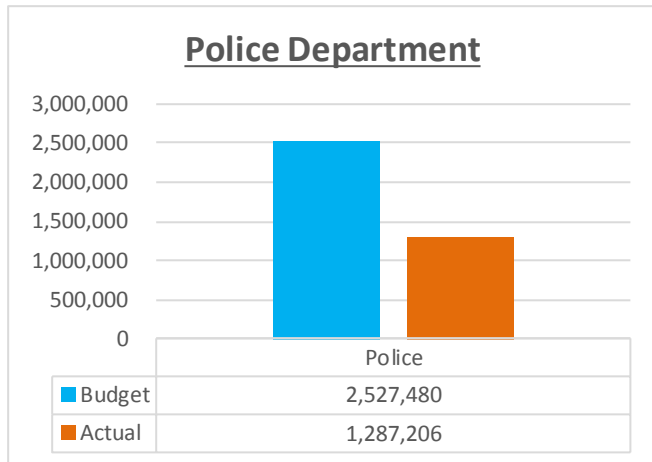
General Notes about the General Fund:

- Property taxes revenues are received mostly in the second quarter of the fiscal year.
- In the Charges for Services category, the largest revenue item is overhead charges (In Lieu of Franchise Fees) which is received from the enterprise funds (water/sewer/storm).



General Fund Expenditures

The following charts display each General Fund Department Expenditures. Brief comments are included with each department.

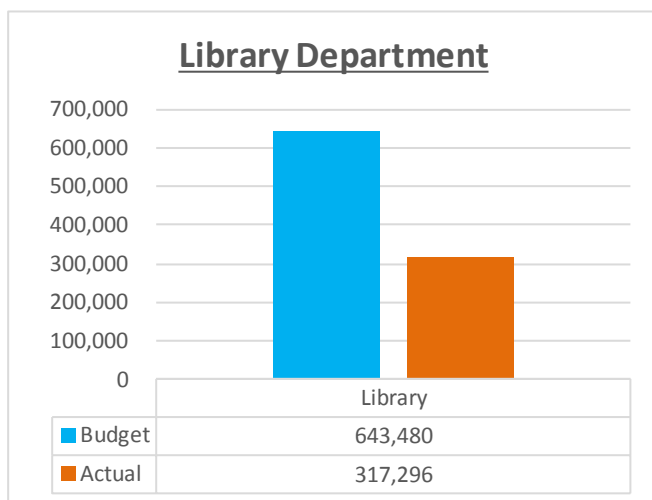


Police Department

Percentage of Budgeted Expenses Spent: 51%

1 specific accounts are overspent, which is VEBA (\$32,536), which is due to retirements in the Police Department.

No budget transfers are anticipated for this department.

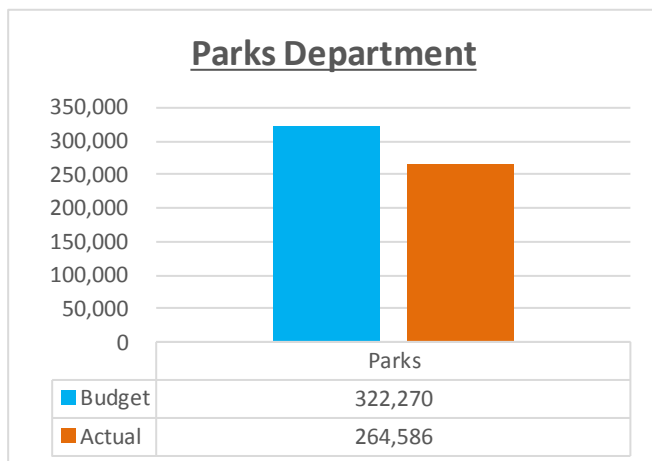


Library Department

Percentage of Budgeted Expenses Spent: 49%

No specific accounts are overspent.

No budget transfers are anticipated for this department.



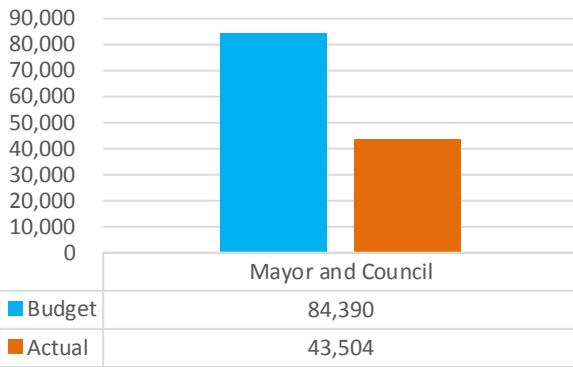
Parks Department

Percentage of Budgeted Expenses Spent: 82%

No accounts are overspent. This fund is at 82% because the JE to allocate Direct Labor Charges for the City was completed in August and this charge is roughly 55% of the department expenditures. Removing this expense would show the department at 60% Expenses spent.

No budget transfers are anticipated for this department.

Mayor & Council Department



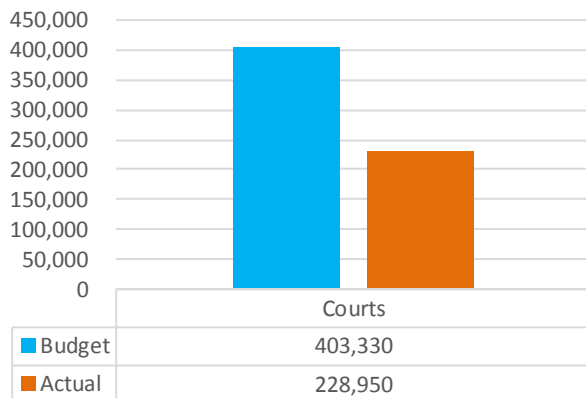
Mayor & Council Department

Percentage of Budgeted Expenses Spent: 52%

No accounts are overspent. FYI that Professional Development is currently at 82%.

No budget transfers are anticipated for this department.

Court Department

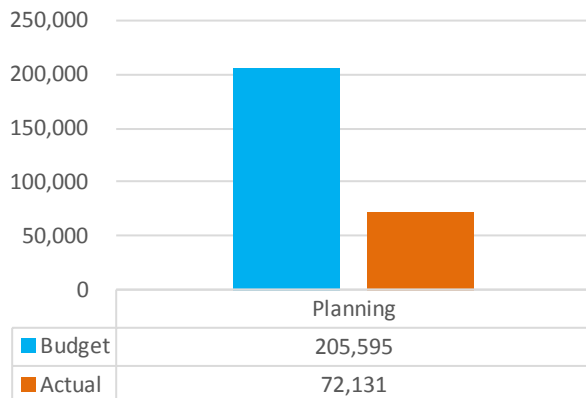


Court Department

Percentage of Budgeted Expenses Spent: 57%

Office supplies are overspent by \$46, but other categories are well underspent, so I do not anticipate any budget transfers are needed for this department.

Planning Department

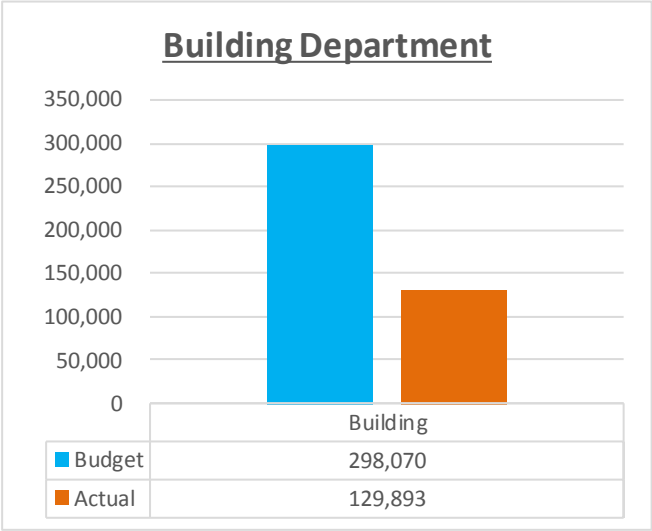


Planning Department

Percentage of Budgeted Expenses Spent: 35%

No accounts are overspent.

No budget transfers are needed for this department.

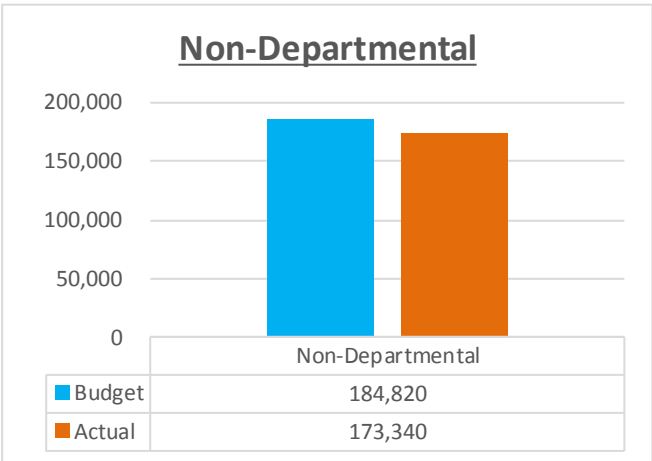


Building Department

Percentage of Budgeted Expenses Spent: 44%

No accounts are overspent.

No budget transfers are needed for this department.



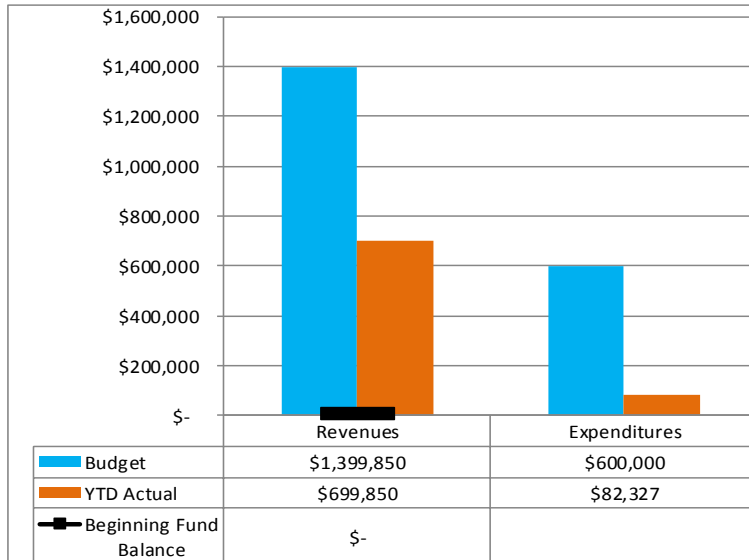
Non-Departmental

Percentage of Budgeted Expenses Spent: 94%

2 accounts is overspent. The first account is Information Services, which is overspent by \$96. The second account is Miscellaneous, which is because a check for past year payments of renting the parking lot was made to current along with County late fees of filing for government use.

No budget transfers are needed for this department as of right now because the department is still at 94%.

Other Funds:



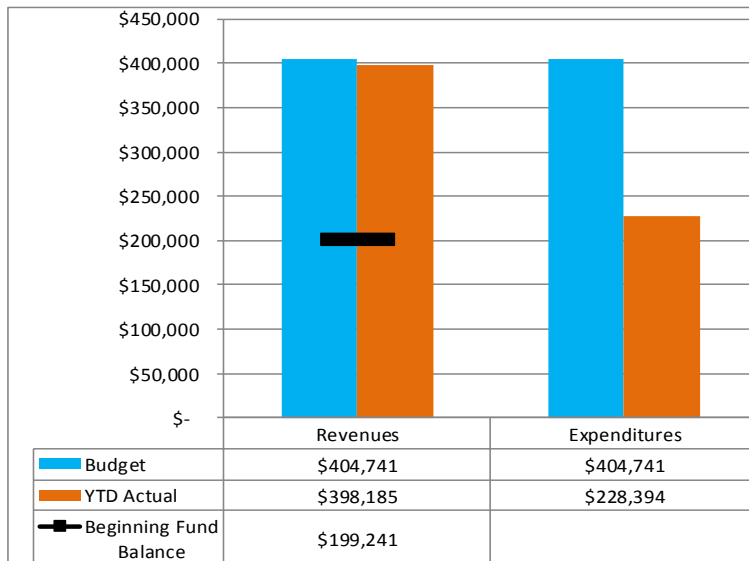
Economic Development Fund

Revenues: 50%

Expenses: 22%

This is a new fund for 2016-17. It receives revenue from Lease Payments, Grants, and Transfers. Transfer Journal Entry was completed in October, which accounts for roughly 1/3 of the revenue.

Expenses mainly include Area Wide Planning consulting work and Property Taxes



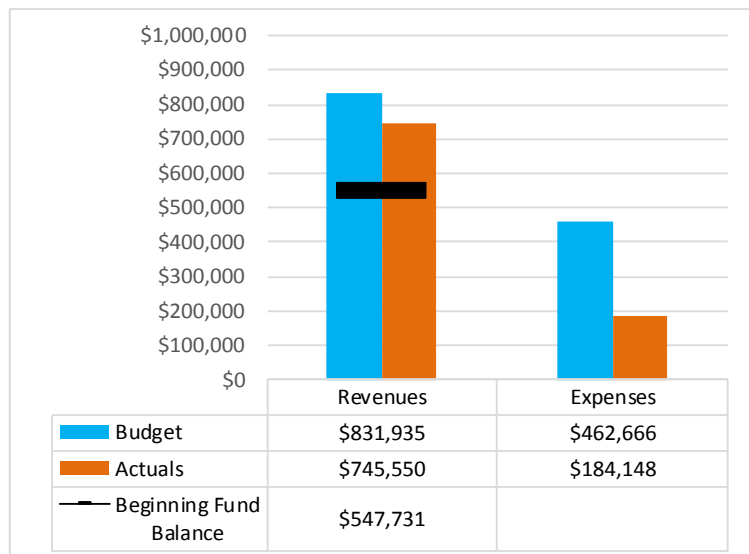
Visitor & Tourism Fund

Revenues: 98%

Expenses: 56%

Main revenue from this fund is from Motel/Hotel Tax, which is currently at 61%. Event revenues were budgeted at \$0 but the City has received \$77k as of 12/31.

Expenses are overspent in 2 categories. The first is Public Art (\$125) and the second category is Events which was budgeted at \$88k and current sits at \$175k as of 12/31. The overall fund is only at 56% so no budget transfer is anticipated as of right now.



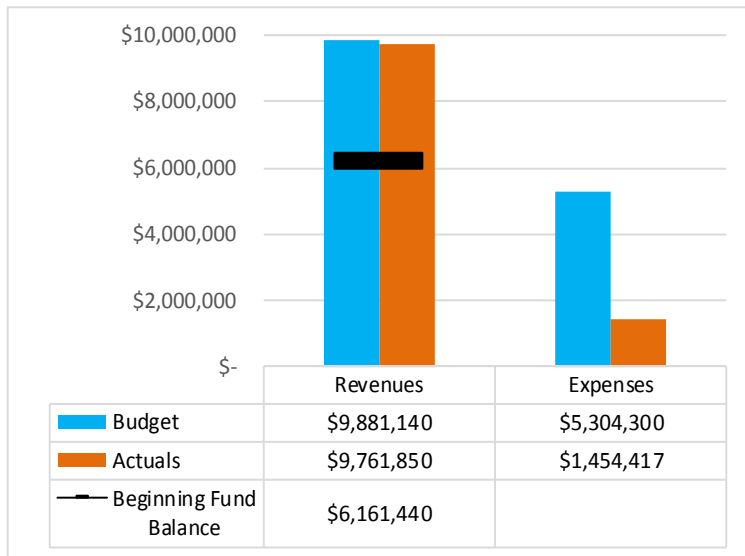
Community Enhance Fund

Revenues: 90%

Expenses: 40%

Main revenue comes from beginning fund balance rollover of previous years.

PEG Access Funds available as of 12/31 are \$31,992.

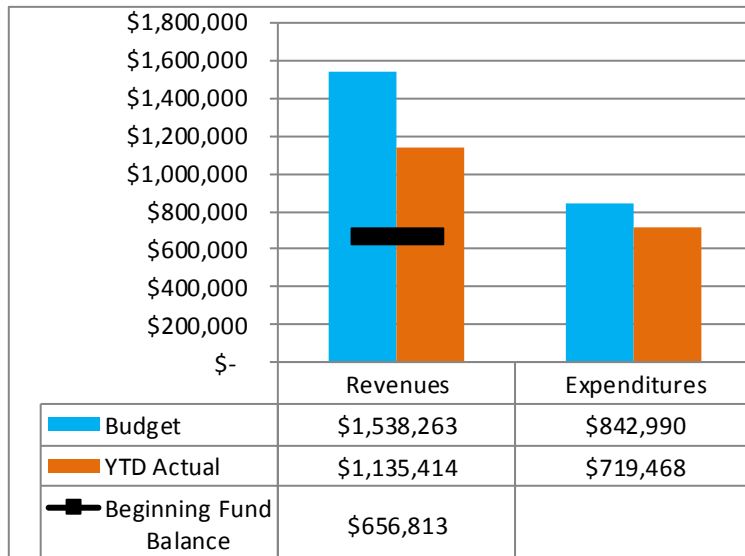


Capital Projects Fund

Revenues: 99%

Expenses: 27%

A large portion of revenue received was a Loan Distribution from DEQ of \$1,333,805.



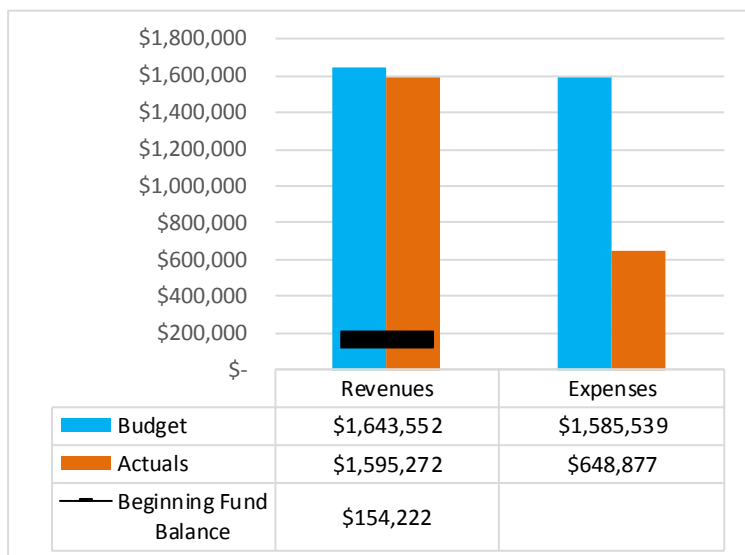
Streets Fund

Revenues: 74%

Expenses: 85%

Main revenue comes from Motor Vehicle Tax, currently at 62%.

Main expenses are Direct Labor charges, Indirect Cost Allocations and Transfers. Removing these expenses shows the fund at 62% spent.



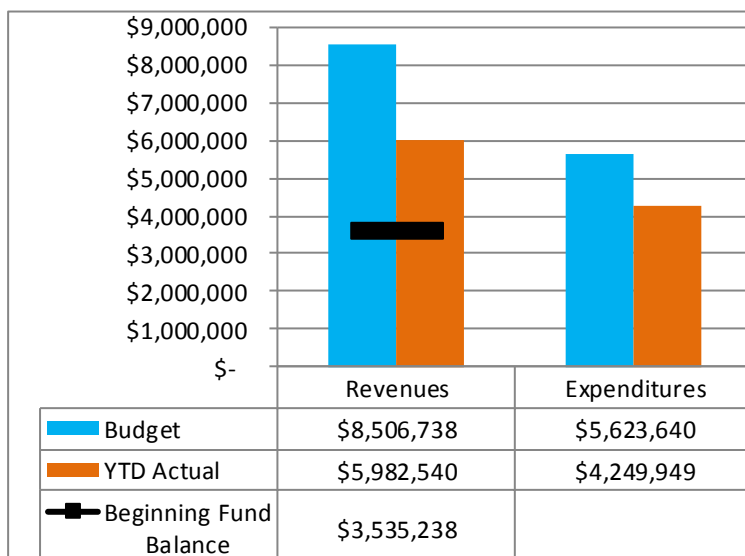
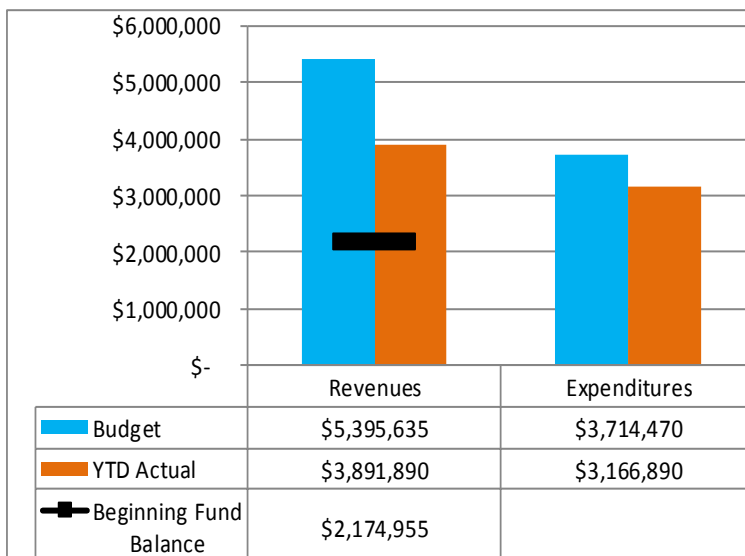
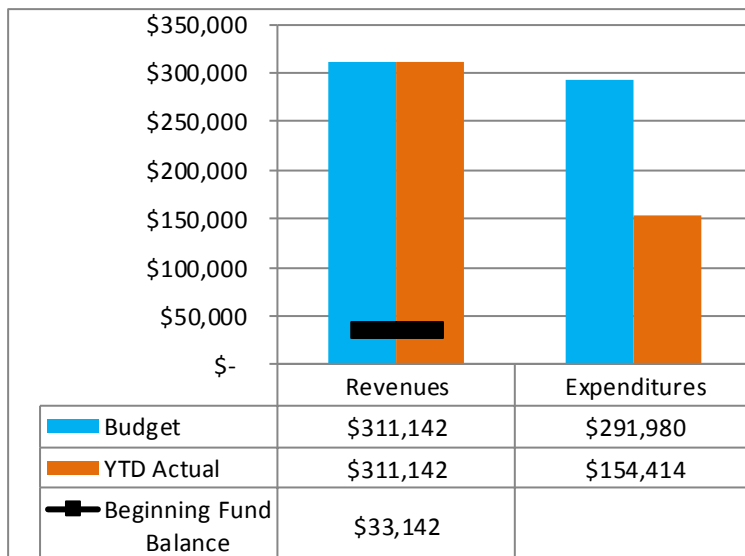
Administrative Services Fund

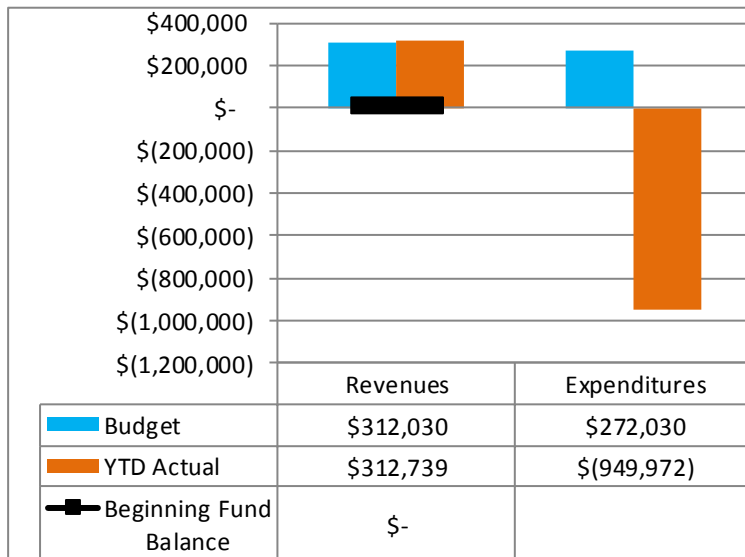
Revenues: 97%

Expenses: 41%

Revenue is received mainly from Indirect Cost Allocation which was completed in October and a beginning fund balance of \$154k from last year.

City Admin – 34% expensed
 City Recorder – 47% expensed
 Finance – 53% expensed
 City Hall – 51% expensed
 Reserves/IT/Self Insurance – 21% expensed





PW Operations Fund

Revenues: 100%

Expenses: -349%

Revenue for this fund includes Indirect Cost Allocation which was completed in October and Transfer funds there were completed in October.

Expenses are (negative) because of the Direct Labor Charge that was completed for the entire year in the month of August. The PW fund “receives” money through Direct Labor charges to Enterprise Funds (creating a negative entry in this line item). Rather than doing monthly journal entries after every payroll, one main journal entry was done and then

I/auditors will “true-up” any actual differences at the end of the fiscal year. This large entry for PW Operations however creates a (negative) amount in expenses. If the Direct Labor entries were removed, this account would be 50% spent with Expenses.

COUNCIL MEETING – 02/01/17

TO: CITY COUNCIL
FROM: MATT BROWN
SUBJECT: CITY INVESTMENT SUMMARY
DATED REPORT: FEBRUARY 1, 2017

Greetings Council,

At our last Council meeting, we discussed the new investment policy you approved. I was asked to prepare a summary report of the current investments to show what has been done in the past and what the City has received from prior investments. Included in this memo is the summary information of the last 4 investments the City has held. The last investment (JP Morgan) is set to mature in mid-February and I have included the “expected” payments from that investment with this summary to give you a complete picture.

Overall, the City has help 3 different investments in the past. As you can see below, 4 investments are shown. This is because when the Bear Sterns investment matured in October 2015, Jon Ellis immediately re-invested it into the JP Morgan investment that is set to close in February.

On the top of the report is the summary information of the Face Value of the investments as well as the length of investment in days. You can see that all investments have been an average of 500 days (roughly 1 year and 3 months). The new investment proposal approved at last Council meeting allows the Council to approve investments from 1 month up to 5 years. The advantage of this specific characteristic is the opportunity to look at a more full range of investment opportunities for the City. Often you will see that longer terms means a higher interest (more money for the City). As we discussed briefly, there is a management style discussion based on the comforts and a “liquid” aspect of the term of investments that need to be addressed as well.

I should note that it is not my intention to invest in all long-term investments, but I believe it is important to have the ability to invest in something if a good opportunity comes along. I believe in a well balanced portfolio that allows the City to invest in a variety of different types of opportunities. Having a balanced portfolio also helps with spreading out any potential risks in investment. We have all heard about diversity amongst your investments and my expectations would be no different with the City. The investment policy, in a nutshell, just allows the possibility and opportunity to be available if something were to come up in the future with a more long-term investment opportunity.

A few main high points of the new investment policy:

- The scope of investments is expected to be from \$1 Million up to \$5 Million. Currently right now the City is investing about \$3 Million, which I believe is a comfortable amount to have a diverse portfolio but still allows the City to create a decent revenue stream for general fund use.
- Under Section IV (General Objectives), it does specifically describe the “Preservation of Invested Capital” which states that investments should be undertaken in the manner and goal to mitigate credit risk and interest rate risk. Section 4 also touches on Liquidity, in that the portfolio should remain sufficiently liquid to meet all reasonable anticipated operating requirements and should be structured so that investments mature concurrent with anticipated demands.
- Under Section V (#3), the new investment policy clearly states that the City Council will retain ultimate fiduciary responsibility for invested funds and that the governing body will receive reports with sufficient detail

to comply with ORS Standards. To comply with this statement, I will begin to include investment summaries on my Quarterly financial reports to the City Council and a Council agenda items may be needed to discuss potential investment opportunities so that the City Council is kept up-to-date with all investment activities and outcomes.

- In the old investment policy it stated that "Earnings from investments will be used in a manner that best serves the public trust and interest of the local government. This same philosophy will be used in the new policy with use of the funds recorded in the General Fund and if the City Council decides to investment Capital Improvement money, will be recorded accordingly to the appropriate funds of usage.

Investment Purchased	<u>Bear Sterns</u>	<u>Wells Fargo</u>	<u>US Bank</u>	<u>JP Morgan</u>	<u>NOTES</u>
Purchase Date	8/6/2014	2/13/2015	5/27/2015	10/30/2015	
Yield	5.30%	1.25%	2.20%	1.35%	
Face Value	\$ 1,000,000.00	\$ 1,154,000.00	\$ 1,000,000.00	\$ 1,000,000.00	
Maturity Date	10/30/2015	7/20/2016	11/15/2016	2/15/2017	
Length of Investment (Days)	450	523	538	474	
Funds Received from Investments					
Aug-14					
Sep-14					
Oct-14	\$ 12,366.67				
Nov-14					
Dec-14					
Jan-15					
Feb-15					
Mar-15					
Apr-15	\$ 26,500.00				
May-15					
Jun-15					
Jul-15		\$ 7,212.50			
Aug-15					
Sep-15					
Oct-15	\$ 1,026,500.00				*Bear Sterns re-invested into JP Morgan
Nov-15			\$ 11,000.00		
Dec-15					
Jan-16		\$ 7,212.50			
Feb-16				\$ 6,750.00	
Mar-16					
Apr-16					
May-16			\$ 11,000.00		
Jun-16					
Jul-16		\$ 1,161,212.50			
Aug-16				\$ 6,750.00	
Sep-16					
Oct-16			\$ 1,009,105.56		*US Bank Called Bond a month early
Nov-16					
Dec-16					
Jan-17					
Feb-17				\$ 1,006,750.00	*Expected
Total Received =	\$ 1,065,366.67	\$ 1,175,637.50	\$ 1,031,105.56	\$ 1,020,250.00	
Actual Revenue =	\$ 65,366.67	\$ 21,637.50	\$ 31,105.56	\$ 20,250.00	
Total Revenue =				\$ 138,359.73	

LOOKING AHEAD

Looking ahead to the future, I would like to request that the same amount stay invested (roughly \$3 Million). Below is a brief summary of some of the opportunities that are available as of this writing... most of these will be unavailable/gone by the time our meeting occurs, but this is a general sense for you to see what is currently available on the market today, sticking with standard Bonds.

The bonds listed below are US Government Agency Bonds (#1-3) and Corporate Bonds (#4-5). In a nutshell, corporate bonds tend to be higher yielding, but will carry a higher level of risk. US Government Agency bonds are typically lower yielding but have a much higher level of safety. In consideration of the past, the City has stuck with purchasing investments that matured within 18 months and that were "Corporate" bonds because those were the best that Jon could get at the time of investment. Now, times have slightly changed and the Government Agency bonds can not only be a higher average interest, but also have the satisfaction of being backed by the Federal Government, which is never a bad thing.

It should be noted, that in the new investment policy, it states that only 15% of the entire portfolio can be "Corporate" bonds, meaning that if the portfolio was \$3 Million, only \$450,000 would be available to invest in Corporate Bonds. The investment policy also states that the "Corporate" bonds must be at least AA rated by two separate agencies.

Investment Purchased	#1	#2	#3	<u>Gov't Agency</u>	<u>NOTES</u>
Purchase Date	1/24/2017	1/24/2017	1/24/2017		If purchased on 1/24/17
Average Interest Earned	1.75%	1.67%	1.44%		
Face Value	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000		Potential Investment of \$1M
Maturity Date	10/20/2020	5/23/2020	1/24/2019		If investment held to Maturity
Length of Investment (Days)	1365	1215	970		
Potential Interest Rev	\$ 33,810.00	\$ 28,758.00	\$ 19,874.00		
Investment Purchased	#4	#5		<u>Corporate</u>	<u>NOTES</u>
Purchase Date	1/24/2017	1/24/2017			If purchased on 1/24/17
Average Interest Earned	1.75%	1.46%			
Face Value	\$ 1,000,000	\$ 1,000,000			Potential Investment of \$1M
Maturity Date	6/24/2020	9/21/2019			If investment held to Maturity
Length of Investment (Days)	1247	970			
Potential Interest Rev	\$ 30,773.00	\$ 20,077.00			

One specific note of interest will also be that each bond may have a different payout schedule, like only at Maturity, Monthly, or Quarterly for example. My goal would be to place investments in a few different categories, with your approval, to ensure a good mixture of investments as well as creating a stable revenue as the portfolio grows and revenue is recorded.

I am happy to answer any questions you may have.

Thank you,

Matt Brown

Finance Director

St. Helens Public Library

Strategic Plan

2017 – 2021

Goal 1: LIFELONG LEARNING

Strategies:

Continue to develop and implement a range of enrichment opportunities for residents of all ages

- Offer a variety of programs and services focused on children 0 – 5 and their caregivers
- Offer programming for teens and school aged children
- Offer enrichment programs for adults

Enhance K-12 learning

- Develop and maximize partnerships with school district
- Provide support for homeschooling families
- Explore the viability of providing educator library cards

Promote reading for all ages.

- Offer a range of reading promotion programs
- Maintain a vital and relevant collection

Provide information, resources and (where appropriate) training to address a variety of community needs

- Offer resources and support relating to basic needs: housing, employment, social services
- Provide support for small businesses
- Offer technology access and training
- Expand volunteer program and develop additional opportunities for community involvement
- Continue to offer test proctoring and consider offering other similar services

Goal 2: LIBRARY AS COMMUNITY/CULTURAL CENTER

Strategies:

Assess current library to identify unmet needs as well as potential improvements to address them

- Develop a facilities plan that identifies needed improvements in the current library, as well as desired features in an expanded footprint (should that be feasible)
- Develop a funding plan for a renovated or expanded library

Explore opportunities to coordinate services with other community partners

- Survey community partners to identify potential collaborative opportunities
- Work with community partners to identify and implement best ways to disseminate information about community services
- Develop a collective impact plan for St. Helens community

Goal 3: ACCESS TO LIBRARY SERVICES

Strategies:

Evaluate current fines and fee structure to eliminate unnecessary barriers

- Explore options to provide services to out-of-city residents
- Review and revise fee structure (late fees, materials replacement, meeting room rental)
- Implement integrated account collection software

Evaluate open hours on an annual basis to maximize service to the community

- Enhance measurements of current facility usage (including unmet meeting room requests) and develop plan to evaluate them

Identify underserved audiences and develop efforts to reach them

- Develop and implement plan to serve homebound residents
- Develop and implement plan to serve low literacy adults
- Develop and implement plan to improve services to Spanish speakers

Assess and improve the library's online presence

- Upgrade the library's website
- Enhance usability of library catalog for mobile users

Goal 4: COMMUNICATIONS

Strategies:

Increase effectiveness of the library's marketing and communications efforts

- Develop effective communication partnerships with the school district
- Enhance communications about the library's service area, services available without a library card, and the benefits to out-of-city residents of purchasing a card
- Develop and implement a social media plan
- Explore other means of promoting the library (signage, targeted outreach, library value calculator)

City of St. Helens PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **City of St. Helens** (the “City”), an Oregon municipal corporation, and **ECONorthwest** (“Contractor”).

RECITALS

A. The City is in need of consulting services for site development, and Contractor is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services (“Services”) related to consulting services for site development, and Contractor accepts such engagement. The principal contact for Contractor shall be Lorelei Juntunen, phone (503) 222-6060.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 11 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on June 30, 2017. The City reserves the exclusive right to extend the contract for a period of two (2) months in one (1) month increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the initial term shall be as provided in Attachment A.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with requirements of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Upon acceptance of the Services and payment for such Services by the City, all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement shall become the property of the City. Any reuse or alteration of any work produced under this Agreement, except as contemplated herein, shall be at the City's sole risk.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: City of St. Helens
Attn: City Administrator
PO Box 278
St. Helens OR 97051

CONTRACTOR: **ECONorthwest**
Attn: Lorelei Juntunen
222 SW Columbia Street, Suite 1600
Portland, OR 97201

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage-prepaid.

8. Standard of Care. Contractor shall comply with applicable standards of professional care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Consequential Damages. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by either party's breach of contract, willful misconduct, negligent act or omission, or other wrongful act.

10. Insurance.

10.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

10.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage.

10.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City shall retain any cost incurred for same from moneys due Contractor hereunder.

10.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the City, its officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

10.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

11. Termination. Either party may terminate this Agreement upon seven (7) days' written notice if one of the following occurs: (a) the other party fails to substantially perform in accordance with the terms of this Agreement; or (b) the City, in its sole discretion, decides to abandon the project. If either party terminates this Agreement, Contractor shall receive compensation only for Services actually performed up to the date of termination.

12. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

13. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

14. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

15. Indemnification. Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265. Contractor shall defend, indemnify and hold harmless the City and its officers, employees,

elected officials, volunteers and agents from any and all claims for injury to any person or damage to property caused by the negligence or other wrongful acts, omissions, or willful misconduct of Contractor or officers, employees, agents, or subcontractors of Contractor. Contractor shall not be responsible for claims caused by the negligence or other wrongful acts or omissions of the City or the City's officers, employees, or agents.

16. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Columbia County, Oregon.

17. Compliance with Law.

17.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

17.2 Contractor shall comply with applicable provisions of ORS 279B.020, 279B.220, 279B.225, 279B.230 and 279B.235. Pursuant to ORS 279B.235, any person employed by Contractor who performs Services shall be paid at least time and a half pay for all overtime in excess of forty (40) hours in any one (1) week, except for persons who are excluded or exempt from overtime pay under ORS 653.010 through 653.261 or under 29 USC Sections 201 through 209.

17.3 Contractor is a "subject employer," as defined in ORS 656.005, and shall comply with ORS 656.017.

17.4 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

17.5 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement. [Business License No. 04441]

18. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

19. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

20. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

21. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

22. Default.

22.1 A party will be in default under this Agreement if that party fails to comply with any provision of this Agreement within ten (10) days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the ten (10)-day period, a default will not occur if the party receiving the notice diligently begins curative action within the ten (10)-day period and proceeds to cure the breach as soon as practicable.

22.2 Notwithstanding Subsection 22.1, the City may declare a default immediately by written notice to Contractor if Contractor intentionally or repeatedly breaches material provisions of this Agreement or if Contractor's breach of contract creates unreasonable risk of injury to any person or damage to property.

22.3 Should a dispute arise between the parties to this Agreement, it is agreed that such dispute will be submitted to a mediator prior to any litigation. The parties shall exercise good-faith efforts to select a mediator who shall be compensated equally by both parties. Mediation shall be conducted in St. Helens, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good-faith efforts to resolve disputes covered by this section through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, a mediator shall be appointed by the presiding judge of the Circuit Court of the State of Oregon for Columbia County upon request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this section. Nothing in this section shall preclude a party from seeking equitable relief to enjoin a violation of this Agreement.

22.4 If a default occurs, the party injured by the default may terminate this Agreement and enforce any remedies available under Oregon law. Litigation shall be conducted in the Circuit Court of the State of Oregon for Columbia County. Litigation initiated by the City must be authorized by the St. Helens City Council.

23. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred herein at trial and on appeal.

24. Inspection and Audit by the City.

24.1 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

24.2 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within two (2) years following the termination of this Agreement.

24.3 This Section 24 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents, and Contractor has executed this Agreement on the date written below.

CITY:

CONTRACTOR:

CITY OF ST. HELENS

ECONorthwest

Council Meeting Date: _____

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A
Scope of Work & Compensation

ATTACHMENT B INSURANCE REQUIREMENTS

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence Annual Aggregate	\$500,000 or per contract \$500,000 or per contract	YES

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
P.O. Box 278
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.



DATE: January 17, 2017
TO: John Walsh, City of St. Helens
FROM: Lorelei Juntunen and Emily Picha
SUBJECT: ST HELENS WATERFRONT RFQ PROPOSAL

This memorandum provides ECONorthwest's proposed scope for the production of a Request for Qualifications for the St. Helens Waterfront and selected sites in downtown St. Helens.

Task 1: RFQ Draft

ECONorthwest will work with City staff to prepare a clear and concise RFQ that explains the development opportunity on the St. Helens waterfront and on specific sites in downtown St. Helens. We anticipate an approximately month-long process that starts with a detailed annotated outline of information for the RFQ, and concludes with a complete document. The RFQ will include:

- **Site Context:** the site's location, history, planning efforts related to the site, and the uses that surround the site (summarized from the Framework Plan); market analysis summary. This will include maps (taken from Framework Plan) and surrounding land uses.
- **Planning and public investments:** Overview of previous planning efforts and existing or planned public investments.
- **Site details:** Development considerations, infrastructure, environmental considerations, initial considerations for potential phasing
- **Partnership opportunity:** Overview of the development requirements and expected public support, including urban renewal and other expected public investments, as well as any requirements for that the development must meet to achieve public goals
- **Submission and evaluation process:** submission instructions and requirements, evaluation criteria and selection process.

We will hold one work session at ECONorthwest offices to identify information needed for the document, confirm sites that the City would like to include in the RFQ, define evaluation criteria and expectations, and otherwise define the opportunity.

ECONorthwest will compile all details for the RFQ and produce the document, but will work with the City to fill specific information gaps (if any). We assume that the City will prepare a webpage for the development opportunity.

Budget: \$7,000

Timeline: One month

Task 2: Developer Selection

ECONorthwest will work with the City to implement the process for developer selection and vetting. ECO will:

- Prepare for and attending one scheduled pre-proposal meeting and tour of the area, but we recommend that the City make itself available for ad hoc tours in case interested parties are unable to attend a scheduled tour.
- Develop scoring sheets for the qualifications responses and for interviews, that link to the criteria in the RFQ
- Review applications from interested parties.
- Attend interview(s) with a short list of selected developers and provide input.

Budget: \$6,000

Timeline: One month

Labor Expenses	HOURS BY TASK			TOTALS		
	\$/Hour	Task 1	Task 2	Hours	\$	% of Budget
		RFQ Draft	Dev Selection			
ECONorthwest						
Partner/Project Director	185	10	20	30	\$5,550	43%
Project Manager	140	30	15	45	\$6,300	48%
Senior Analyst	95	10		10	\$950	7%
Sub-Total		50	35	85	\$12,800	98%

Non-Labor Expenses	Task 1	Task 2	Expense Totals	% of Budget
Travel		\$200	\$200	2%
Total	\$0	\$200	\$200	2%

Totals by Task	Task 1	Task 2	Totals	Summary of Expenses	
Total Labor	\$7,000	\$5,800	Labor	\$12,800	98%
Direct Expense	\$0	\$200	Non-Labor	\$200	2%
Total by Task	\$7,000	\$6,000			
% of Total Budget	54%	46%	Budget	\$13,000	100%

SOLID WASTE FRANCHISE AGREEMENT

THIS SOLID WASTE FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of the 1st day of March, 2017, by and between the **CITY OF ST. HELENS**, a municipal corporation in Columbia County, Oregon, hereinafter referred to as the City, and **WASTE CONNECTIONS OF OREGON, INC.**, dba Hudson’s Garbage Service, an Oregon corporation, hereinafter referred to as the Franchise Holder.

WHEREAS, the City, through its Council, has determined that the protection and maintenance of the public health, peace, safety, and welfare can best be accomplished by the continuation of garbage service under the grant of a franchise; and

WHEREAS, Waste Connections of Oregon, Inc., dba Hudson’s Garbage Service is the current garbage service franchise holder; and

WHEREAS, the current franchise will expire in March, 2017; and

WHEREAS, Franchise Holder wishes to invest a substantial sum in capital investments in local facilities and wishes to have a longer time frame to amortize the investment; and

WHEREAS, the City has been satisfied with the services provided by the Franchise Holder and is willing to enter into a new 10 year franchise agreement; and

WHEREAS, the Franchise Holder is willing to render the service of collection and disposal of solid waste and recyclables within the City upon the terms and conditions hereafter set forth; and

WHEREAS, the recycling agreement entered into by both parties on March 1, 2007 is revoked and replaced by this franchise agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto agree as follows:

Section 1. Exclusive Franchise

There is hereby granted by the City to the Franchise Holder the exclusive right, privilege, and franchise to collect, convey, and transport solid waste and recyclables upon the streets of said City, subject to the restrictions hereinafter set forth, and the provisions of the ordinances of the City as now existing or as hereafter amended or adopted. The collection, conveyance, and transportation for compensation of drop boxes is not included within the exclusive rights granted herein.

Section 2. Recycling Requirements

- a. The Franchise Holder shall provide weekly residential pickup of the following commingled recyclables in a roll cart of at least 65 gallons in size:

- i. Milk cartons/drink boxes,
 - ii. Plastic bottles and containers #1,2,3,4,5,6, and 7,
 - iii. Film plastic,
 - iv. Mixed paper/junk mail,
 - v. Cardboard,
 - vi. Cereal type boxes,
 - vii. Magazines,
 - viii. Newspapers,
 - ix. Aluminum cans, tin cans, and small pieces of metal (less than 12 inches in length and less than 5 pounds).
- b. Every other week, except for the month of November when service is provided weekly, the Franchise Holder shall provide residential curbside pickup of yard debris in roll carts of at least 95 gallons in size.
- c. For commercial customers (more than 10 employees and at least 1,000 square feet of commercial space), the Franchise Holder shall provide appropriate containers for weekly collection of the following materials:
 - i. Cardboard,
 - ii. Mixed office paper,
 - iii. Magazines,
 - iv. Glass,
 - v. Tin.
- d. For multi-family dwellings the Franchise Holder shall provide the opportunity for multi-family dwellers to recycle those items listed in Section 2(a).
- e. The Franchise Holder shall provide an expanded recycling education and promotion program that supports the management of solid waste in the priority of waste prevention, reuse, recycle, compost and lastly, safe disposal. This program must be implemented in accordance with OAR 340090-0040(3)(c) and will include:
 - i. Promotion of home composting.
 - ii. Promote use of free depots for glass and used oil recycling.
 - iii. Deliver or mail brochures annually to customers that explains how, why, when, and where they can recycle glass and used motor oil.
 - iv. Make oil recycling brochures available to retailers that sell motor oil.
 - v. All new customers will be mailed recycling education materials and recycling schedules.
 - vi. Annually mail customers recycling information, including benefits of recycling.
 - vii. Target one community or media event per year to promote recycling.
 - viii. Use a variety of media formats to provide information to customers and residences about recycling opportunities and waste prevention and reuse tips at least quarterly.

- f. A free drop-off depot center will be provided to all citizens at the Franchise Holder's business address of 58597 Old Portland Road, St. Helens. This center will also be advertised through a variety of media formats to all customers and citizens on a regular quarterly basis. The center will have clearly marked containers for the deposit of all principle recycling materials as outlined in ORS 459A.

Section 3. Collection Requirements

The Franchise Holder hereby agrees to provide solid waste collection and recycling services to any person within the City who requests such service, provided that such person is not in default for non-payment for any prior service rendered under this franchise agreement. The Franchise Holder further agrees to collect and dispose of, in a good workmanlike manner, all types of solid waste as defined as:

"Solid waste" means all useless or discarded putrescible and nonputrescible materials, including but not limited to garbage, rubbish, refuse, ashes, paper, and cardboard, useless or discarded commercial, industrial, demolition and construction materials. "Solid waste" does not include:

- (a) Hazardous waste as defined in ORS 466.005.*
- (b) Materials used for fertilizer or for other productive purposes or which are salvageable as such materials are used on land in agricultural operations and the growing or harvesting of crops and the raising of animals.*

The acceptance of solid waste is subject to the rules and regulations of the approved disposal site such that Franchise Holder is not required to accept waste not accepted at the approved disposal site. Notwithstanding any other term contained herein, the Franchise Holder shall have no obligation to collect any waste which is, or which the Franchise Holder reasonably believes to be radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Title to and liability for any Excluded Waste shall remain with resident/generator of such Excluded Waste, even if the Franchise Holder inadvertently collects and disposes of such Excluded Waste. If the Franchise Holder finds what reasonably appears to be discarded Excluded Waste, the Franchise Holder shall notify the resident/business/generator, if such can be determined, that the Franchise Holder may not lawfully collect such Excluded Waste and leave a tag specifying the nearest location available for appropriate disposal.

Section 4. Term

The rights, privileges, and franchise herein granted shall continue and be in force for a period of ten (10) years.

Section 5. Franchise Fee

In consideration of the rights, privileges, and franchise herein granted, the Franchise Holder shall pay to the City of St. Helens a franchise fee of five percent. The franchise fee shall

be based on the gross revenue collected from its customers for solid waste service within the City. Gross revenue shall not include uncollectible accounts. Gross revenue shall not include revenue generated from the sale of recyclable material or revenue from curbside recycling and yard debris programs. The payment of such fees shall be on a quarterly basis, and will begin on July 1, 2017. Payment is to be made within fifteen (15) days after the end of the quarter. Failure to pay such fees shall be deemed sufficient cause for termination or suspension of the franchise.

Section 6. Rates

The rates to be charged for collecting and disposing of solid waste shall be set by resolution.

Section 7. Non-Discrimination

All patrons served by said Franchise Holder shall be served in non-discriminatory and an impartial manner.

Section 8. Dumping Requirements

Franchise Holder shall deposit all solid waste in a suitable place for dumping and disposing of such solid waste which disposal site shall be approved by the City and all other state or federal agencies which regulate such disposal areas.

Section 9. City-wide Clean-up

Nothing contained in this franchise shall prevent the City from employing men and using vehicles for the purpose of collecting and removing garbage for the city-wide cleanup sponsored by City or other public agency.

Section 10. City Inspections

The hauling of solid waste shall be under the supervision of the City Council, and the Council may make regular inspections of solid waste hauling equipment and the manner of hauling solid waste upon the streets of the City.

Section 11. City Facilities Garbage

The City shall pay for its garbage service in like manner and at the same rates as any other commercial business.

Section 12. Rights of Franchise Holder for Collection Containers

The Franchise Holder will provide all necessary containers for the collection of solid waste and recyclables to all customers covered by this franchise agreement. No person, other than the person producing or depositing the materials contained therein, or an officer, employee or permittee of the City, or an employee of the Franchise Holder, shall interfere with or remove any solid waste container from its location. No person, other than the person producing or depositing the materials contained therein, or an officer, employee or permittee of the City, or an

employee of the Franchise Holder, shall interfere with or remove any contents from a solid waste container. No person, other than the person producing or depositing the materials contained therein, or an officer, employee or permittee of the City, or an employee of the Franchise Holder, shall interfere with or remove the lid, nor shall any such person collect, molest, or scatter waste into any solid waste container. No unauthorized person shall deposit solid waste into any solid waste container. The Franchise Holder may, during the term of this franchise, bring civil action against any party who violates this provision of the franchise agreement to a court of competent jurisdiction and may, if the Franchise Holder prevails, recover reasonable costs and attorney's fees, including those on appeal.

Section 13. Reservation of Rights

The City reserves the right to vacate any street or to close any street or streets used by the Franchise Holder during the course of construction or during the course of necessary repairs thereto or in the event that any street becomes dangerous to the operation of automobiles.

Section 14. Compliance

The Franchise Holder agrees that he will comply with all laws and regulations pertaining to his activities as provided by any agency or department of the United States, State of Oregon, County of Columbia, or the City.

Section 15. Indemnity

The Franchise Holder further agrees and covenants to pay all damages for injury to real or personal property, or for any injury sustained by any person growing out of any negligent act or deed of Franchise Holder, his agents or employees, and further agrees to hold harmless, indemnify, and defend the City from and against all claims, demands, suits, and actions of every name and description brought against the City for or on account of any such injuries to real or personal property caused by said Franchise Holder, his agents or employees, in the exercise of any and all rights granted herein by the City, or by or in consequence of any negligence of the Franchise Holder, his agents or employees, or by or on account of any negligent act or omission of said Franchise Holder, his agents or employees. Notwithstanding the foregoing, the City warrants that the City's pavement, curbing or other driving surface or any right of way reasonably necessary for the Franchise Holder to provide the services described herein are sufficient to bear the weight of all of the Franchise Holder's equipment and vehicles reasonably required to perform such services. The Franchise Holder will not be responsible for damage to any such pavement, curbing, driving surface or right of way, which results from the weight of Franchise Holder's vehicles providing service hereunder, except to the extent resulting from the negligence or willful misconduct of the Franchise Holder.

Section 16. Insurance Requirements

The Franchise Holder agrees to carry, at his own expense, the following:

- a. Workers compensation insurance per State of Oregon Statutes;

- b. General liability insurance:
 - i. Personal injury with limits of not less than \$1,000,000 per occurrence;
 - ii. General Aggregate of not less than \$2,000,000.
- c. Auto liability insurance:
 - i. Personal injury with limits of not less than \$200,000 per person and \$500,000 per occurrence;
 - ii. Property damage with limits of not less than \$50,000.

The Franchise Holder agrees to include the City as an additional named insured on both general and auto liability insurance policies. Above limits may be provided by Franchise Holder through any combination of primary, umbrella, excess, deductibles or self-insured retention. All insurance premiums shall be paid by the Franchise Holder and shall be without cost to the City.

Section 17. Non-Performance

If the Franchise Holder shall fail from any cause within his control to gather the solid waste within the City of St. Helens, and such failure shall continue for a period of ten (10) days, or should the Franchise Holder for any reason fail to perform the conditions, agreements, provisions, acts, or things herein mentioned within ten (10) days after having been given notice of default, then the City shall have the right to terminate this agreement, whereupon the Franchise Holder's rights herein granted shall cease, and the Franchise Holder shall surrender and forfeit any right and privilege granted by this agreement; provided, however, that the Franchise Holder shall not be liable for suspension of operation caused from excessive storms, accidents, or casualties caused by an act of God, or the public enemy.

Section 18. Franchise Holder Responsibilities

- a. Should the Franchise Holder, except by reason of a strike, act of God, or disaster, fall further than one week behind in its collection schedule, the City may, at its option, cause such refuse to be collected and disposed of.
- b. The Franchise Holder shall maintain a telephone, for the receipt of service calls or complaints, and shall be available for such calls on all working days. Any complaints must be given prompt and courteous attention, and, in case of missed scheduled collections, the Franchise Holder shall investigate and, if verified, shall arrange for pickup of said refuse within 24 hours after the complaint is received.

Section 19. City Authority

It is expressly understood that this franchise is granted subject to all the terms and provisions of the charter and ordinances of the City of St. Helens, now or hereafter to be enacted, relating to the granting of franchises and the collecting, transporting, and conveying of solid waste and the exercise of the police powers of the City of St. Helens, with the same effect as though the same were expressly incorporated herein.

Section 20. City Reservations

The City reserves the right to prohibit or regulate the operation of trucks under this franchise on any street or streets within the City of St. Helens when traffic conditions or the public welfare or public convenience shall, in the judgment of the City Council, so require.

Section 21. Non-Assignment

Franchise Holder shall not assign this franchise or any right, license, or privilege granted herein except upon the express consent of the Council. All operations under this franchise shall be by Franchise Holder as herein contemplated shall be performed or furnished by any contractor or subcontractor except with the express consent of the City Council. In the event consent of the Council is obtained, the provisions of this franchise shall be binding upon the Franchise Holder herein, his assignees, contractors, and subcontractors.

Section 22. Modification

No modification of this agreement shall be valid unless in writing and signed by the parties.

Section 23. Prior Agreements

This franchise agreement is the final and complete agreement of the parties and supersedes and replaces all prior and existing written or oral understandings.

Section 24. Attorney Fees

In the event of suit or action to enforce any of the provisions of this agreement, the prevailing party shall be entitled to recover, as part of his costs, a reasonable attorney fee in both the trial and appellate courts.

Section 25. Council Actions

The City shall not be deemed to have waived the performance of or observance by Franchise Holder of any of the terms, conditions, or provisions hereof unless and except such waiver be by resolution or other appropriate action of its Council, and of which action a record is made.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 2017.

CITY OF ST. HELENS

By: _____
_____, Mayor

By _____
_____, City Recorder

FRANCHISE HOLDER
Waste Connections of Oregon, Inc.,
d/b/a Hudson's Garbage Service

By: _____
Its: _____
Name: _____



Memorandum

To: Mayor and City Council

From: John Walsh, City Administrator

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

Date: February 1, 2017

Planning Division Report attached.

Business License Reports attached.

CITY OF ST. HELENS PLANNING DEPARTMENT ACTIVITY REPORT



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

Date: 01.24.2017

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

PLANNING ADMINISTRATION

I am thankful for the snow days. We are working on a significant batch of code amendments and the much less busy days as a result of the weather came in handy (uninterrupted work flow).

Continued to work on Development Code amendments, before and after the Planning Commission discussed the initial draft (see Planning Commission below). Following the initial Commission review, the goal is to prepare draft and other documents for public hearings with the Commission and Council.

Progress continues on the TGM grant for the Riverfront Connector plan. This month, the Statement of Work (SOW) between ODOT and City is finalized and the RFP for consultant solicitation ends. Consultant selection activities also underway.

PLANNING COMMISSION (& *acting* HISTORIC LANDMARKS COMMISSION)

January 10, 2017 meeting (outcome): The Commission overviewed and discussed the City's newly adopted Waterfront Framework Plan, as it relates to proposed amendments to the Development Code. The Commission also reviewed and made suggestions for proposed Development Code amendments.

The Commission also reviewed the end of year summary report of land use actions and selected a new chair and vice chair for the calendar year.

February 14, 2017 meeting (upcoming): The Commission will hold a public hearing for a Comprehensive Plan Map and Zoning Map amendment at 2560 and 2554 Columbia Boulevard.

The Commission will also discuss potential code amendments regarding use of RV's for medical hardships.

HISTORIC PRESERVATION

In 2014, the State Historic Preservation Office said they would resurvey St. Helens National Historic District. For a variety of reasons this has taken more time than anticipated. SHPO reached out to me this month noting that the work is nearly complete.

The updated inventory doesn't automatically change the official National Register documentation but will allow us to consider if we want to make any formal changes. The new data is anticipated to include an updated set of data regarding the physical characteristics of the properties in the district, updated photos, updated addresses (the old addresses are still in the

database, in a separate field that can be searched), and maps that match existing conditions today. Recommendations from SHPO are also anticipated to be included.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Updates to proposed Urban Renewal boundary after stakeholder interviews. This is the 4th update to the proposed boundary.

Routine data updates.

MAIN STREET PROGRAM

Conducted the first supervisor quarterly assessment for this year's RARE participant (i.e., our Community/Mainstreet Program Coordinator).

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

Jacob Graichen

From: Jennifer Dimsho
Sent: Monday, January 23, 2017 11:54 AM
To: Jacob Graichen
Subject: January Planning Department Report

Jacob, here are my additions for the January Planning Department Report.

GRANTS

1. McCormick Picnic Shelter Grant (16k grant, 30k project) – Shelter delivered and time tracked.
2. Travel Oregon Grant – Kicked off Branding & Wayfinding Master Plan work with Alta Planning + Design, Inc. – Compiled list of stakeholders for Advisory Committee (Confirmed list with Council). Sent out invites and planned for 2/8 Kickoff meeting. Created a Project Website on the Planning page.
3. Worked with Mainstreet Coordinator to submit application to Oregon Community Foundation's Community Grants Program (Deadline: Jan. 15) for ACC Salmon Tree Cycle Project. Application included a project budget, ACC financials, and 18 detailed questions for 9 pages of narrative.
4. Started preparing application for OPRD's Veterans War Memorials Grant Program (Deadline: Feb 17) for McCormick Park memorial expansion to include recent conflicts. Discussed project scope with Engineer, Councilor, and parks staff.
5. TGM 2017 – Attended pre-proposal kickoff meeting, Scored proposal, attended RFP scoring meeting. Consultant selected.
6. Researched Oregon Mainstreet Revitalization Grant Program (Deadline: March 17)
7. Research Oregon Museum Grant Program (Deadline: May 2)

EPA AWP

8. Helped prepare Framework Plan adoption materials

URBAN RENEWAL

9. Organized and attended meeting with affected taxing district
10. Weekly check-ins. Attend internal project meeting to discuss TIF projections and projects list. Planned and prepared invites for upcoming AC meeting #2 (Feb. 8) and the Open House (Feb. 21). Media invited to AC meeting #2. Updated website. Planned media strategy and catering for Open House.

MISC

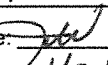
11. Completed Annual Boundary and Annexation Survey from the Census Bureau for 2017. Responded to question from US Census regarding our annexation submission.
12. Arts & Cultural Commission Meeting (Jan. 24) – Salmon Tree Cycle Project fundraising update (attended unless canceled due to lack of quorum)
13. Discussion among staff about 5-year Parks CIP. Compiled potential grant-funded projects and secured grant projects. Recommended three fairly low-cost high priority improvements.
14. CAT Affordable Housing Study – Remained up to date on documents prepared for Committee. Responded to survey regarding housing types.
15. Attended ODOT Millard Rd./Bennet Rd. Hwy 30 intersection improvement public meeting (Jan. 24)
16. Attended Mainstreet Revitalization Grant Workshop (Jan. 31) – Applications open mid-January and due March 17
17. Researched community development codes relating to RV medical hardship in preparation for our own potential code changes

Jenny Dimsho

BUSINESS LICENSE REPORT

City Department Approval: January 17, 2017

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

Signature: 
Date: 1/24/17

RESIDENT BUSINESS – RENEWAL 2017

<input type="checkbox"/>	Abby's Business Center, Inc.	Consulting
<input type="checkbox"/>	Aero Investment Strategies	Composite Manufacturing
<input type="checkbox"/>	*Allen Gutters LLC	Gutter Installation
<input type="checkbox"/>	Automotive Services	Automotive Repair
<input type="checkbox"/>	Avamere at St. Helens	Assisted Living/Healthcare
<input type="checkbox"/>	Berry Bright Preschool	School
<input type="checkbox"/>	A Better Way Massage LLC	Massage Therapy & Chiropractic
<input type="checkbox"/>	Bemis Printing LLC	Printing
<input type="checkbox"/>	Big River Bistro	Restaurant
<input type="checkbox"/>	Calaway Trading Inc. – Oregon	Hay Products
<input type="checkbox"/>	*Camberg Studios	Art/Photo/Water Color Class
<input type="checkbox"/>	Columbia Tavern	Full On-Premises/Restaurant
<input type="checkbox"/>	D & M Soltero LLC	Fast Food Restaurant
<input type="checkbox"/>	DJ's Classic Hair Design	Hair Salon
<input type="checkbox"/>	Deborah Houben	Teacher
<input type="checkbox"/>	Donilu McGinnis	Secondhand Merchandise
<input type="checkbox"/>	Fat Dog Farms	Repurposed Items/Plants/Crafts
<input type="checkbox"/>	GMC Vintage Goods	Secondhand Retail
<input type="checkbox"/>	Heller Enterprises	Bearing Dist/Machine Shop
<input type="checkbox"/>	Hiebert, Smith Dental Group PC	Dental Office
<input type="checkbox"/>	*iMages Thru the Lens LLC	Digital Construction Photography
<input type="checkbox"/>	*Integrity ATMs NW LLC	Managing/Installing ATMs
<input type="checkbox"/>	*Island Imports	Import/Mail Order/Sales
<input type="checkbox"/>	*JS Home Improvements	General Contractor
<input type="checkbox"/>	Jilly's Again	Retail Clothing
<input type="checkbox"/>	Kissed by Time Mercantile	Resale
<input type="checkbox"/>	*Lacey W Photography	Photography Service
<input type="checkbox"/>	Lily Mason	Esthetician
<input type="checkbox"/>	Lynda Craft	Teacher
<input type="checkbox"/>	McMullen Water Systems Inc.	Well Water Pumps & Water Conditioning
<input type="checkbox"/>	North Lake Physical Therapy & Rehab	Outpatient Physical & Occupational Therapy
<input type="checkbox"/>	Olsen, Horn, LLC	Law Office
<input type="checkbox"/>	PNRS St Helens Dialysis Unit	Dialysis Unit
<input type="checkbox"/>	Pinpoint Acupuncture Clinic	Acupuncture, Chinese Medicine
<input type="checkbox"/>	The Pour House	Bar & Grill

*Denotes In-Home Business

<input type="checkbox"/>	*Protea Painting	Painting
<input type="checkbox"/>	Pure Serenity Massage	Massage Therapy
<input type="checkbox"/>	RL Outdoors Guide Service	Recreational Fishing Guide Service
<input type="checkbox"/>	*Rehksgrills LLC	Barbeque Sales
<input type="checkbox"/>	Remedy Alley LLC dba Zingti Massage	Massage, Reiki, Gifts
<input type="checkbox"/>	Robert Reichelt	Secondhand Resale
<input type="checkbox"/>	Roythai	Restaurant
<input type="checkbox"/>	Rusty Finds	Vintage Collectibles – Secondhand
<input type="checkbox"/>	St. Helens Auto Body/Cust. Paint	Body Shop
<input type="checkbox"/>	Sharp's Plumbing Co. Inc.	Plumbing Contractor
<input type="checkbox"/>	Shear Perfection	Hair Salon
<input type="checkbox"/>	*Susie's Business	Light Housekeeping & Maintenance
<input type="checkbox"/>	Tobacco World	Convenience Store
<input type="checkbox"/>	*Transporter Logistics	Transport Goods & Commodities
<input type="checkbox"/>	*The Whimsy Attic	Craft Creation/Art
<input type="checkbox"/>	The Woodland Cottage	Resale & Retail
<input type="checkbox"/>	Yo Place Inc.	Self Serve Frozen Yogurt
<input type="checkbox"/>	Yoga Younion	Yoga Classes

RESIDENT BUSINESS – NEW 2017

<input type="checkbox"/>	American Tire Inc. 516 Milton Way	Tire Sales Wholesale
<input type="checkbox"/>	Miss Burns Organics LLC 1771 Columbia Boulevard	Marijuana Grow Site
<input type="checkbox"/>	Miss Organics dba Green Lion 365 S. Columbia River Hwy	Recreational Marijuana/Dispensary
<input type="checkbox"/>	Nessy's Nick Nacks 215 S 1 st Street	Antique Sales
<input type="checkbox"/>	Sweet Relief St. Helens 1807 & 1809 Columbia Boulevard	Cannabis Retail

NON-RESIDENT BUSINESS - 2017

<input type="checkbox"/>	A-Max Security Solutions Inc.	Locksmith
<input type="checkbox"/>	Black Hawk Homes LLC	General Contractor
<input type="checkbox"/>	Compass Land Surveyors	Land Surveying
<input type="checkbox"/>	Complete Carpet Services	Carp/Upholstery Cleaning & Fire Restoration
<input type="checkbox"/>	Crestwood Inc.	Custom Cabinets
<input type="checkbox"/>	Dewey's Sign Service	Sign & Lighting Service
<input type="checkbox"/>	Elevator Maintenance Co Inc.	Elevator Maintenance/Install
<input type="checkbox"/>	GLV Enterprise Inc.	Window & Door Replacement
<input type="checkbox"/>	Horton Electric Company	Electrical

*Denotes In-Home Business

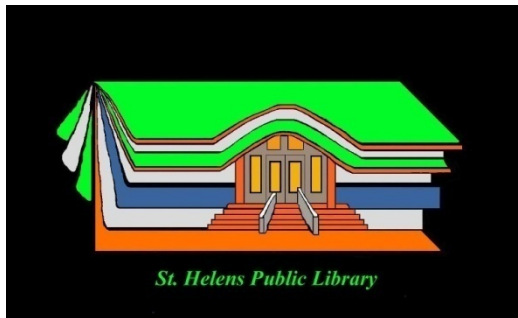
<input type="checkbox"/>	Inland Electric Inc.	Electrical Contracting
<input type="checkbox"/>	J & M Homes	Manufactured Home Dealer
<input type="checkbox"/>	JBLM LLC	Landscape Maintenance
<input type="checkbox"/>	Jim Fisher Roofing & Construction Inc.	Roofing
<input type="checkbox"/>	Juan's Yard Maintenance	Yard Maintenance
<input type="checkbox"/>	Mason Bruce & Girard Inc.	Natural Resource Consulting
<input type="checkbox"/>	Miller Communications LLC	Communications Interconnect
<input type="checkbox"/>	Pacific Ground Works Inc.	Residential Excavation
<input type="checkbox"/>	Pacific Tech Construction Inc.	Construction
<input type="checkbox"/>	The Roof Doctor	Roofing
<input type="checkbox"/>	Sessions Plumbing & Heating Inc.	Plumbing Contractor
<input type="checkbox"/>	Signs to Go	Install for Sale Signs
<input type="checkbox"/>	Therapeutic Associates – SH PT	Physical Therapy
<input type="checkbox"/>	Triton Lawn & Yard Maintenance	Excavation
<input type="checkbox"/>	William Stanley & Sons Paving LLC	Asphalt Paving, Seal Coating

RENTALS - 2017

<input type="checkbox"/>	Lester Lukas, Jr.	Residential Rentals
<input type="checkbox"/>	Robert Field	Residential Rentals
<input type="checkbox"/>	Virk Investments Inc.	Residential Rentals
<input type="checkbox"/>	LB Land Inc.	Commercial Rentals

MISCELLANEOUS - 2017

<input type="checkbox"/>	Underground Solutions LLC	7-Day, Sewer Repair
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January 25, 2017

From: Margaret Jeffries, Library Director

To: The Mayor and Members of the City Council

Subject: Library Department Report

Library Strategic Planning: On January 17, the Library approved the St. Helens Public Library Strategic Plan, 2017-2021. This plan is a product of the strategic planning process that included a day-long planning meeting with a diverse group of community stakeholders as well as three focus groups with school district representatives, the Library Board and the staff. Four major areas for our future efforts were identified by the participants:

- Lifelong Learning
- Library as Community/ Cultural Center
- Access to Library Services
- Communications

The complete plan with goals and strategies will be presented to the Council for discussion/approval at the upcoming Council meetings.

Conversation Project Program: The recent Oregon Humanities Conversation Project Program, *Homeless in the Land of Plenty* was our most well attended ever! We had 31 participants representing several agencies and governmental entities as well as interested library patrons and community members. Even though we planned for a 90-minute discussion, we ran way overtime and at 930pm, community members were still in the Library talking with each other. Over the three years that we have hosted these conversations – *Censorship in Literature*, *What is Education For?*, *Talking About Dying*, *Community in the Age of the Internet* - just to name a few, the St. Helens community has been insightful and respectful. The next conversation will be *Understanding*

Disability: Family and Community Stories on Thursday, March 16 at 7:00pm in the Library. Please join us.

Calendar:

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| 1/28 | Artwork accepted for the Second Annual Friends of the Public Library Recycled Book Show, 10:00am -1:00pm |
| 1/30 | Make It! – Engineering Challenges (ages 6-12), 4:00-5:00pm in the Auditorium, Please call the Library to register. |
| 1/30 | Collage and Paints for Adults, 6:30-8:30pm, Please call the Library to register. |
| 2/1 | Teen Babysitting Training, 4:00-6:30pm in the Auditorium, Please call the Library to register. |
| 2/1-2/28 | Second Annual Friends of the Public Library Recycled Book Art Show, in the Library during regular Library hours |
| 2/13 | Make It! – LEGO, 4:00-5:00pm in the Auditorium |