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City of St. Helens COUNCIL AGENDA

Wednesday, February 15, 2017

City Council Chambers, 265 Strand Street, St. Helens

City Council Members

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

Welcome!

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

1. **7:00PM - CALL REGULAR SESSION TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **OATH OF OFFICE: New Police Officer Seann Luedke**
4. **INVITATION TO CITIZENS FOR PUBLIC COMMENT – *Limited to five (5) minutes per speaker.***
5. **ORDINANCES – Final Reading**
 - A. **Ordinance No. 3212:** An Ordinance Amending St. Helens Municipal Code Section 2.28 Pertaining to Number of Library Board Members
6. **ORDINANCES – First Reading**
 - A. **Ordinance No. 3213:** An Ordinance to Amend the City of St. Helens Comprehensive Plan Map for Certain Property from Suburban Residential (SR) Designation to the General Residential (GR) Designation and the Zoning District Map from Moderate Residential (R7) Zone to the General Residential (R5) Zone
7. **RESOLUTIONS**
 - A. **Resolution No. 1777:** A Resolution of the City Council for the City of St. Helens, Oregon, Recommending Restoring Recreational Immunity Rights
 - B. **Resolution No. 1778:** A Resolution Determining that a Nuisance Exists Upon Property Located as Listed in Exhibit A Within the City of St. Helens and Directing that Notice to Abate the Nuisance be Posted on Said Premises

Public Comments – Proposed Increase in Solid Waste Franchise Agreement Rate

 - C. **Resolution No. 1779:** A Resolution Authorizing the Execution of a New Solid Waste Franchise Agreement

Public Comments – Proposed Increase in Garbage & Recycling Rates

 - D. **Resolution No. 1780:** A Resolution Establishing Garbage & Recycling Rates and Superseding Resolution No. 1754
8. **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**
 - A. Commercial Lease with Masonic Building, LLC for Parking Area (Lots 8 & 9, Block 18)
 - B. Easement with Comcast for Broadband Communications Services to Wastewater Treatment Plant
 - C. Contract Extension with Hasa, Inc. for Sodium Hypochlorite at the Wastewater Treatment Plant
 - D. Contract Payments

Continued...

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.

9. **CONSENT AGENDA FOR ACCEPTANCE**

A. Accounts Payable Bill List

10. **CONSENT AGENDA FOR APPROVAL**

A. Council Work Session and Regular Session Minutes dated November 2, 2016

B. Declare Surplus Property – Municipal Court B&W Copy Machine

C. Accounts Payable Bill List

11. **MAYOR SCHOLL REPORTS**

12. **COUNCIL MEMBER REPORTS**

13. **DEPARTMENT REPORTS**

14. **ADJOURN**

City of St. Helens
ORDINANCE NO. 3212

AN ORDINANCE AMENDING ST. HELENS MUNICIPAL CODE
SECTION 2.28 PERTAINING TO NUMBER OF LIBRARY BOARD MEMBERS

WHEREAS, the Library Board is initiating a five-year strategic planning effort that will benefit from the support of additional Library Board members,

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

Section 1. Section 2.28.050 of the St. Helens Municipal Code is amended to read as follows (underlined words are added, ~~words stricken through~~ are deleted):

"2.28.050 Library board.

The library board shall consist of at least ~~five~~ seven members and no more than ~~seven~~ nine members appointed by the mayor and confirmed by the city council. A majority of members shall be residents of the city. No member of the library board shall have any financial interest, either directly or indirectly, in any contract to which the library is a party, nor shall any such member receive a salary or any payment for material or for any services rendered the board. Board members may be reimbursed for expenses incurred in the performance of their duties."

Section 2. Section 2.28.060 of the St. Helens Municipal Code is amended to read as follows (underlined words are added, ~~words stricken through~~ are deleted):

"2.28.060 Terms of office – Vacancies.

At their first meeting, two of the newly appointed members of the library board shall fill vacancies then existing. The other newly appointed members shall choose their term of office by lot as follows: one member shall ~~initially~~ hold office for a term expiring on June 30, 2018 and the other newly appointed member shall hold office for a term beginning July 1, 2017 and ending on June 30, 2021 ~~one year, one for two years, one for three years, and two for four years from July 1st in the year of their appointment~~. Succeeding appointees shall hold office for a term of four years from July 1st in the year of their appointment. At the expiration of the term of any board member, the mayor shall appoint a new member or may reappoint a member for a term of four years with the confirmation of the city council. If a vacancy occurs, the mayor shall appoint a new member to complete the unexpired term with the confirmation of the city council. ~~Mayor and council in making appointments shall provide that no more than two members' terms expire in any fiscal year~~. No person shall hold appointment as a member for more than two full consecutive terms, but any person may be appointed again to the board after an interval of one year. Any

board member failing to attend three consecutive board meetings without approval of the board may be removed by the city council and a new member appointed to complete the unexpired term."

Read the first time: February 1, 2017

Read the second time: February 15, 2017

APPROVED AND ADOPTED by the City Council this 15th day of February, 2017,
by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens
ORDINANCE NO. 3213

AN ORDINANCE TO AMEND THE CITY OF ST. HELENS COMPREHENSIVE PLAN
MAP FOR CERTAIN PROPERTY FROM THE SUBURBAN RESIDENTIAL (SR)
DESIGNATION TO THE GENERAL RESIDENTIAL (GR) DESIGNATION AND THE
ZONING DISTRICT MAP FROM THE MODERATE RESIDENTIAL (R7) ZONE TO
THE GENERAL RESIDENTIAL (R5) ZONE

WHEREAS, applicant has requested to amend the City of St. Helens Comprehensive Plan Map and Zoning District Map for property described as **Parcel 1 of Partition Plat No. 1991-14**, and **Parcels 1 and 2 of Partition Plat No. 2007-22**, City of St. Helens, Columbia County, Oregon, from the Suburban Residential (SR) designation to the General Residential (GR) designation, and Moderate Residential (R7) zone to General Residential (R5) zone, respectively; and

WHEREAS, the St. Helens Planning Commission did hold a duly noticed public hearing and concluded to not recommend such a change to the City Council; and

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

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

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

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

Section 2. The City of St. Helens Comprehensive Plan Map is amended to change the plan designation boundaries of the Suburban Residential (SR) designation to the General Residential (GR) designation for the property described herein.

Section 3. The City of St. Helens Zoning District Map is amended to change the zoning district boundaries of the Moderate Residential (R7) zone to the General Residential (R5) zone for the property described herein.

Section 4. In support of the aforementioned Comprehensive Plan Map and Zone District Map Amendment, the Council hereby adopts the Findings of Fact and Conclusions of Law, attached hereto as **Attachment "A"** and made part of this reference.

Section 5. The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Section 6. This Ordinance becomes void and the Comprehensive Plan Map and Zoning District Map changes revert back to their original status before this Ordinance took effect, if the street intersection improvements identified in the Emerald Meadows Estates Subdivision Traffic Impact Study dated December 19, 2016 conducted by Lancaster Engineering (in the record of file CPZA.1.16) are not completed to City of St. Helens' standards and as approved by the City, within one-year from the effective date of this Ordinance.

Section 7. No development of the subject property shall be allowed under the General Residential (R5) zoning district standards until the intersection improvements per Section 6 are completed. The Moderate Residential (R7) standards apply until said improvements are completed.

Read the first time: February 15, 2017

Read the second time: March 1, 2017

APPROVED AND ADOPTED this 1st day of March, 2017 by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

**CITY OF ST. HELENS PLANNING DEPARTMENT
FINDINGS OF FACT AND CONCLUSIONS OF LAW
Comprehensive Plan Map and Zoning District Map Amendment CPZA.1.16**

APPLICANT: Wayne Weigandt
OWNER: Same as applicant
ZONING: Moderate Residential (R7)
LOCATION: 4N1W-5BC-8400 & 7500, 4N1W-5BD-9100
35090 Pittsburg Rd.
PROPOSAL: Comprehensive Plan Amendment from Suburban Residential (SR) to General Residential (GR). Zone Map Amendment from Moderate Residential (R7) to General Residential (R5).

SITE INFORMATION / BACKGROUND

The approximately 12.57-acre site is primarily undeveloped with one single family dwelling on tax lot 7500 off Pittsburg Road. Tax lot 7500 was annexed with a “developing” overlay, which will affect its density calculations when further development occurs. The subject property has street frontage on N. Vernonia Road along its east side and Pittsburg Road along its north side. In addition, two streets terminate along the south property line: Catarin Street and Camden Street.

PUBLIC HEARING & NOTICE

Hearing dates are as follows:
September 13, 2016 before the Planning Commission

Originally scheduled for October 19, 2016 before the City Council. However, the applicant requested that the date be postponed. The new date is February 1, 2017.

Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on August 22, 2016 via first class mail. Notice was sent to agencies by mail or e-mail on August 22, 2016. Notice was published in the The Chronicle on August 31, 2016. Notice was sent to the Oregon Department of Land Conservation and Development on August 10, 2016.

For the February 1, 2017 City Council public hearing, Notice of this proposal was sent to surrounding property owners within 300 feet of the subject properties on January 13, 2017 via first class mail. Notice was published in the The Chronicle on January 18, 2017.

APPLICABLE CRITERIA, ANALYSIS & FINDINGS

SHMC 17.20.120(1) – Standards for Legislative Decision

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

- (a) The statewide planning goals and guidelines adopted under ORS Chapter 197, including compliance with the Transportation Planning Rule, as described in SHMC 17.08.060;
- (b) Any federal or state statutes or guidelines found applicable;
- (c) The applicable comprehensive plan policies, procedures, appendices and maps; and
- (d) The applicable provisions of the implementing ordinances.

(2) Consideration may also be given to:

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

(1) (a) Discussion: Legislative zoning and Comprehensive Plan changes require compliance with the statewide planning goals, including the Transportation Planning Rule (TPR).

The TPR is addressed below under the analysis of criterion (1)(d). This is statewide planning goal 12 (Transportation). Conditions are necessary for compliance.

As for the other statewide planning goals, no goal exception is proposed.

The applicant addresses these goals starting on page 17 of the January 2017 revised narrative.

Note that on page 20 of said narrative, “no development is proposed concurrent [with this proposal].” This is important as a draft preliminary plat subdivision is included. An approval of this request needs to specifically note that this doesn’t approval anything beyond the Comprehensive Plan map and Zoning map. Any subsequent development requires the applicable review process (e.g., a subdivision would require a subdivision preliminary plat application).

(1) (a) Finding(s): The Council adopts the findings of the applicant in regards to the statewide planning goals. Conditions for road improvements are necessary for compliance with Goal 12. This is explained further below.

* * *

(1) (b) Discussion: Legislative zoning and Comprehensive Plan changes require compliance with any applicable federal or state statutes or guidelines.

(1) (b) Finding(s): There are no known applicable federal or state statutes or guidelines.

* * *

(1) (c) Discussion: Legislative zoning and Comprehensive Plan changes require compliance with the applicable comprehensive plan policies, procedures, appendices and maps.

The request is to change the property from Comprehensive Plan designation from Suburban Residential (SR) to General Residential (GR), so review of SHMC 19.12.030 and 19.12.020 is important. **This change is necessary for the R5 zone to be possible.**

The applicant addresses some aspects of the Comprehensive Plan in their January 2017 revised narrative, but not SHMC 19.12.030 and 19.12.020.

19.12.030 Suburban residential category goals and policies.

(1) Goals. To establish conditions which will maintain attractive, convenient residential living typical of moderate density semi-suburban areas.

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

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

(b) Permit a degree of flexibility in residential site design and a mixture of housing, including multi-dwelling units, through the planned development procedures.

(c) Promote the development of homesites at a density and standard consistent with: the level of services that can reasonably be provided and the characteristics of the natural environment.

(d) Review diligently all subdivision plats in the suburban residential category to ensure the establishment of a safe and efficient road system.

(e) *Designate suburban residential lands as R-7, Moderate Residential, or R-10, Suburban Residential, on the city zoning map.*

19.12.020 General residential category goals and policies.

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

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

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

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

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

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

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

The Comprehensive Map needs to be changed for the desired R-5 zoning to be possible.

The City can scrutinize where R5 and R7 zoning should be. But the mechanism to do so is the underlying Comprehensive Plan. The Goal of the R7 zone is to target “moderate density semi-suburban areas.” The goal of the R5 zone is to target areas intended “for higher concentrations of people in proximity to public services, shopping, transportation and other conveniences.”

If the city was creating a new comprehensive plan map, review would differ. However, in this case, the city is dealing with an existing Comprehensive Plan map. The bulk of the City’s R5 zoning is on the east side of town (East of US30/Columbia River Highway). However, there is a contiguous mass of R5 zoning (and GR comprehensive plan designation) on the west side (approximately 90 acres) and the subject property abuts that.

(1) (c) Finding(s): The Comprehensive Plan designation of the subject property needs to change from Suburban Residential (SR) to General Residential (GR) in order for the zoning district to change from Moderate Residential (R7) to General Residential (R5).

The council finds that the proposal is not contrary to the comprehensive plan policies, procedures, appendices and maps.

* * *

(1) (d) Discussion: Legislative zoning and Comprehensive Plan changes require compliance with the applicable provisions of the implementing ordinances.

A key implementing ordinance of the Comprehensive Plan is the Community Development Code (St. Helens Municipal Code Title 17).

There are at least two things to consider: 1) The definition of “spot zoning” and 2) the provisions of Chapter 17.156 SHMC, Traffic Impact Analysis.

The City’s Development Code relies heavily on its definitions for implementation of law. One example that applies here is “spot zoning” defined as follows:

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

Euclidean zoning also known as single-use zoning is a planning tool that helps control land uses in a given jurisdiction. A common practice in North America, including the City of St. Helens, the name comes from of a court case in Euclid, Ohio, which established its constitutionality, *Village of Euclid, Ohio v. Ambler Realty Co.* (1926). The concept of zoning is to help separate uses that are not compatible.

The definition of “spot zoning” is in the current ordinance (ORD No. 2875, adopted in 2003, as amended) and its predecessor (ORD No. 2785, adopted in 1999). The zoning ordinance that predates that (ORD No. 2616, adopted in 1991) lacks the definition. Since this is a fairly recent addition to the city’s zoning code, its inclusion appears to be purposeful. The purpose is to ensure zoning operates appropriately, which includes changes over time.

Generally, the Commission’s concern of this proposal pertained to compatibility and zoning appropriateness. The Commission felt (on at 4-2 vote for denial of the proposal) that the change was not compatible. This was in part due to the R5 zone allows a wider array of residential uses compared to the R7 zone. For example, attached single-family dwellings and multi-dwelling units (apartment complexes with 3 or more units) are possible in the R5 zone, but not R7. The Commission was also concerned about the zoning pattern in coming to this conclusion.

Given the size of the subject property (i.e., not just a small lot or two), the amount of adjacent R5 zoning and GR comprehensive plan designation (as described above) and that there are attached single-family dwellings within approximately 550 feet to the south (in R5 zoning) of the subject property, and that Pittsburg Road (a Minor Arterial classified street per the City’s Transportation Systems Plan) separates lower density properties to the north (which act as a buffer from the Urban Growth Boundary), an argument that this is not a “spot zoning” can be made.

Note that the subject property, based on review of past zoning maps, was not annexed into the city, until around 1999 or after. However, the 1978 Comprehensive Plan Map shows it being designated as Rural Suburban Unincorporated Residential (RSUR), which per today’s code, would typically allow R10 or R7. Obviously, the decision authority at that time chose R7.

(1) (d) Finding #1: The council finds that the proposed zone change is not a “spot zoning” as is defined in the Development Code.

(1) (d) Discussion, continued: Chapter 17.152 SHMC requires a traffic impact analysis for certain zoning or comprehensive plan map amendments. This is also intended to comply with the Transportation Planning Rule, discussed above.

The applicant had a traffic impact analysis prepared by Lancaster Engineering (dated December 19, 2016), to address this. This analysis compares the potential vehicular trip generation between the current R7 zone and R5 zone. Only one functionality issue is identified in the study. The analysis shows that the change would reduce the operational standard of the Columbia Boulevard/N-S Vernonia Road intersection below the city’s standard. The analysis also indicates two mitigation scenarios to alleviate this:

- Adequate roadway width is available along Columbia Boulevard to accommodate an additional travel lane. By restriping the westbound approach to include a shared left turn/through lane and a right-turn lane the intersection is projected to operate acceptably.
- A trip cap of 92 evening peak hour trips may be conditioned on the site before the study intersection is projected to operate below acceptable standards.

In order to approve the proposal, these need to be conditions of approval. Staff thinks its administratively cleaner to do the intersection improvements. In that case, the improvements should be done within a year (or less as determined by the Council) from the date the ordinance is adopted; otherwise the ordinance becomes void and the zoning map and comprehensive plan map change back to the original.

(1) (d) Finding #2: The Council finds that the transportation planning rule and the provisions of Chapter 17.156 SHMC are met with a condition that the intersection improvements identified in the TIA are completed to city standards and as approved by the city within 1 year of the adoption ordinance. Otherwise, the ordinance becomes void and the zoning map and comprehensive plan map change back to their original zoning district and comprehensive plan map designation.

In addition, no development shall occur under the R5 standards until the intersection improvements are completed. Otherwise, development could occur under the R5 zone and if the intersection improvements are not done and the proposal becomes void, the R5 development was done before its impacts were addressed “for free.”

* * *

(2) (a) Discussion: Consideration of legislative zoning and Comprehensive Plan changes may also include analysis of a change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or implementing ordinance.

Staff is not aware of any error.

The applicant's narrative discusses a change in the community beginning on page 7. Note that the applicant indicates city planning maps from the late 1970's. The City's oldest "modern" (post Oregon SB 100) zoning and comprehensive plan maps date back to 1978.

(2) (a) Finding(s): The Council adopts the findings of the applicant in regards to a change in the community to support the proposal. In particular, the need for affordable housing.

CONCLUSION & DECISION

Based upon the facts and findings herein, the City Council approves the requested comprehensive plan map and zoning district map and amendments with the following conditions:

- 1) This zoning map and comprehensive plan map amendment do not act to approve any subsequent development of the site. Any subsequent development requires the applicable review process (e.g., a subdivision would require a subdivision preliminary plat application).
- 2) The intersection improvements identified in the TIA are completed to city standards and as approved by the city within 1 year of the adoption ordinance. Otherwise, the ordinance becomes void and the zoning map and comprehensive plan map change back to their original zoning district and comprehensive plan map designation.
- 3) No development of the subject property shall be allowed under the R5 zoning district standards until the intersection improvements per condition 2 are met. The R7 standards apply until the improvements are completed.

Rick Scholl, Mayor

Date

City of St. Helens RESOLUTION NO. 1777

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF ST. HELENS, OREGON, RECOMMENDING RESTORING RECREATIONAL IMMUNITY RIGHTS

WHEREAS, in 1995, the Legislative Assembly declared it to be the public policy of the State of Oregon to encourage landowners to make their land available to the public for recreational purposes by limiting their liability toward persons entering thereon for such purposes, and;

WHEREAS, recreational purposes includes, but are not limited to, outdoor activities such as hunting, fishing, swimming, boating, camping, picnicking, hiking, nature study, outdoor educational activities, water sports, winter sports, viewing or enjoying historical, archaeological, scenic or scientific sites, or volunteering for any public purpose project, including the above aforementioned activities, as well as: gardening, woodcutting and for the harvest of special forest products, and;

WHEREAS, the Public Use of Lands Act has increased the availability of land for free recreation by citizens and visitors alike by limiting liability to cities, counties, park districts, irrigation districts, schools and private landowners, including property-owner associations, farmers and timber companies that, by virtue of this act, allow members of the public to use or traverse their lands at no charge for recreation purposes, and;

WHEREAS, for twenty years, the Public Use of Lands Act has been broadly interpreted to extend this immunity from liability to apply not only to landowners but also to the landowner's employees, agents and volunteers, and;

WHEREAS, in *Johnson v. Gibson*, the Oregon Supreme Court held that when the Legislature passed the Public Use of Lands Act, it intended to immunize only the landowner, otherwise the Legislative Assembly would have included employees, agents and volunteers in the Act, and;

WHEREAS, this ruling effectively undermines a landowner's recreational immunity from tort liability under the Act because public employers are statutorily required to represent and indemnify their employees and most, if not all, landowners who allow access to their lands free of charge will ultimately be responsible for the negligence of their employees that results in injury to a member of the public or property, and;

WHEREAS, landowners will likely face substantially increased insurance premiums for this new risk exposure and/or have to close their property or amenities to Oregonians trying to recreate due to the result of this decision.

NOW, THEREFORE, the City of St. Helens resolves to support legislation in the 2017 Oregon Legislative Assembly promulgated to restore recreational immunity to landowners and their officers, employees, agents or volunteers who are acting within the scope of their employment or duties so to allow Oregonians to access their lands for recreational use and enjoyment.

Approved and adopted by the City Council on February 15, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

City of St. Helens RESOLUTION NO. 1778

A RESOLUTION DETERMINING THAT A NUISANCE EXISTS UPON PROPERTY LOCATED 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."

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. 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 person(s) in charge of the premises located as listed in Exhibit A, 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 on property 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 February 15, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

EXHIBIT A

NUISANCE ABATEMENT LIST

Resolution No. 1778

February 15, 2017

<u>Property Address</u>	<u>SHMC VIOLATION</u>
1- 115 S 8th Street	8.12.070(1)(a) and 8.12.150(2)
2- 134 S 21st Street	8.12.070(1)(a) and 8.12.150(2)
3- 144 Mc Bride Street	8.12.070(1)(a) and 8.12.150(2)
4- 215 N 5th Street	8.12.070(1)(a) and 8.12.150(2)
5- 244 N 2 nd Street	8.12.070(1)(a) and 8.12.150(2)
6- 385 N 10th Street	8.12.070(1)(a) and 8.12.150(2)
7- 385 S 17th Street	8.12.070(1)(a) and 8.12.150(2)
8- 397 N 2 nd Street	8.12.070(1)(a) and 8.12.150(2)
9- 415 N 6th Street	8.12.070(1)(a) and 8.12.150(2)
10- 570 Tualatin Street	8.12.070(1)(a) and 8.12.150(2)
11- 920 Lemont Street	8.12.070(1)(a) and 8.12.150(2)
12- 1170 Deer Island Road	8.12.070(1)(a) and 8.12.150(2)
13- 1380 West Street	8.12.070(1)(a) and 8.12.150(2)

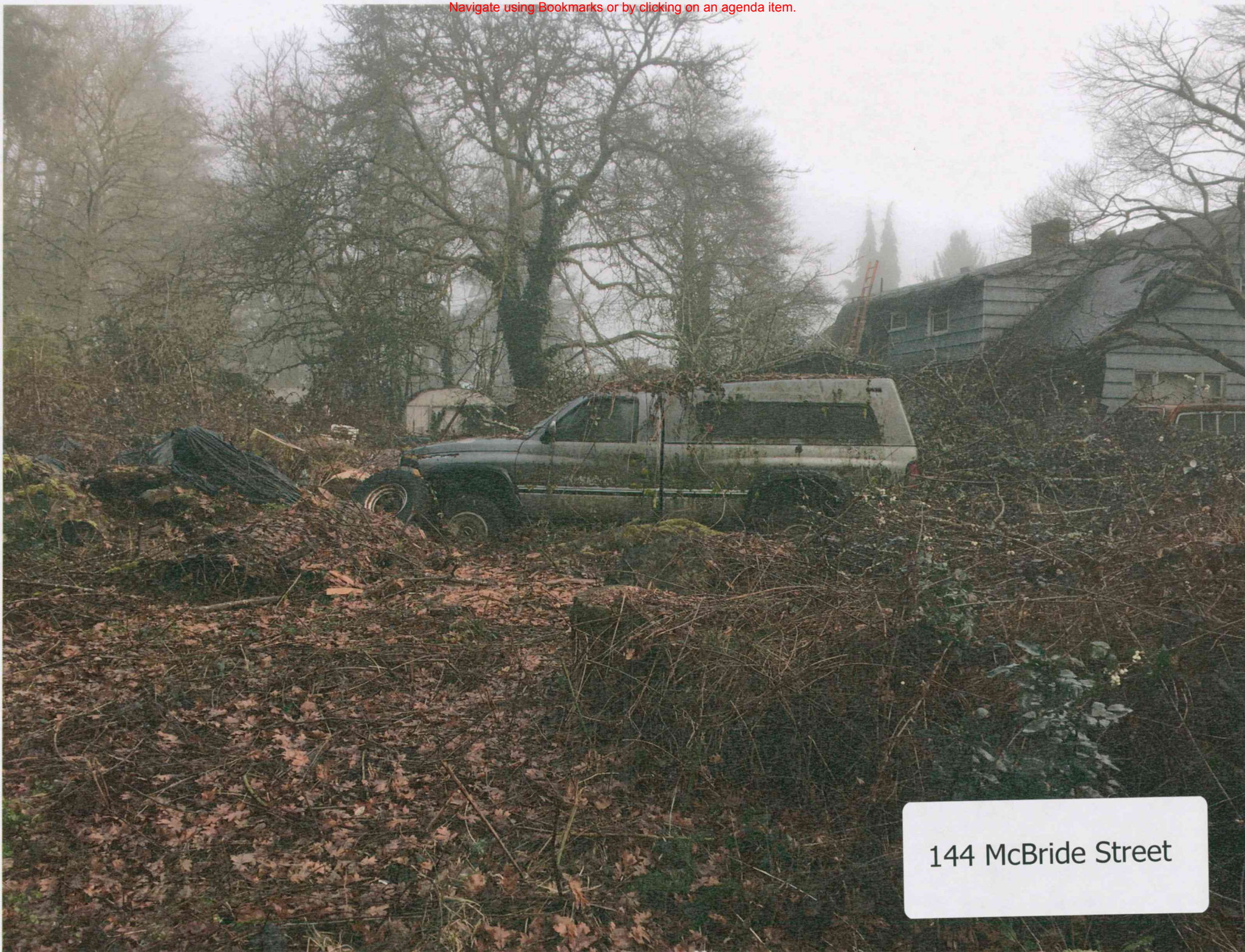




115 S. 8th Street



134 S. 21st Street



144 McBride Street



144 McBride Street



144 McBride Street



215 N. 5th Street



244 N. 2nd Street



244 N. 2nd Street



375 S. 17th Street



385 N. 10th Street



397 N. 2nd Street



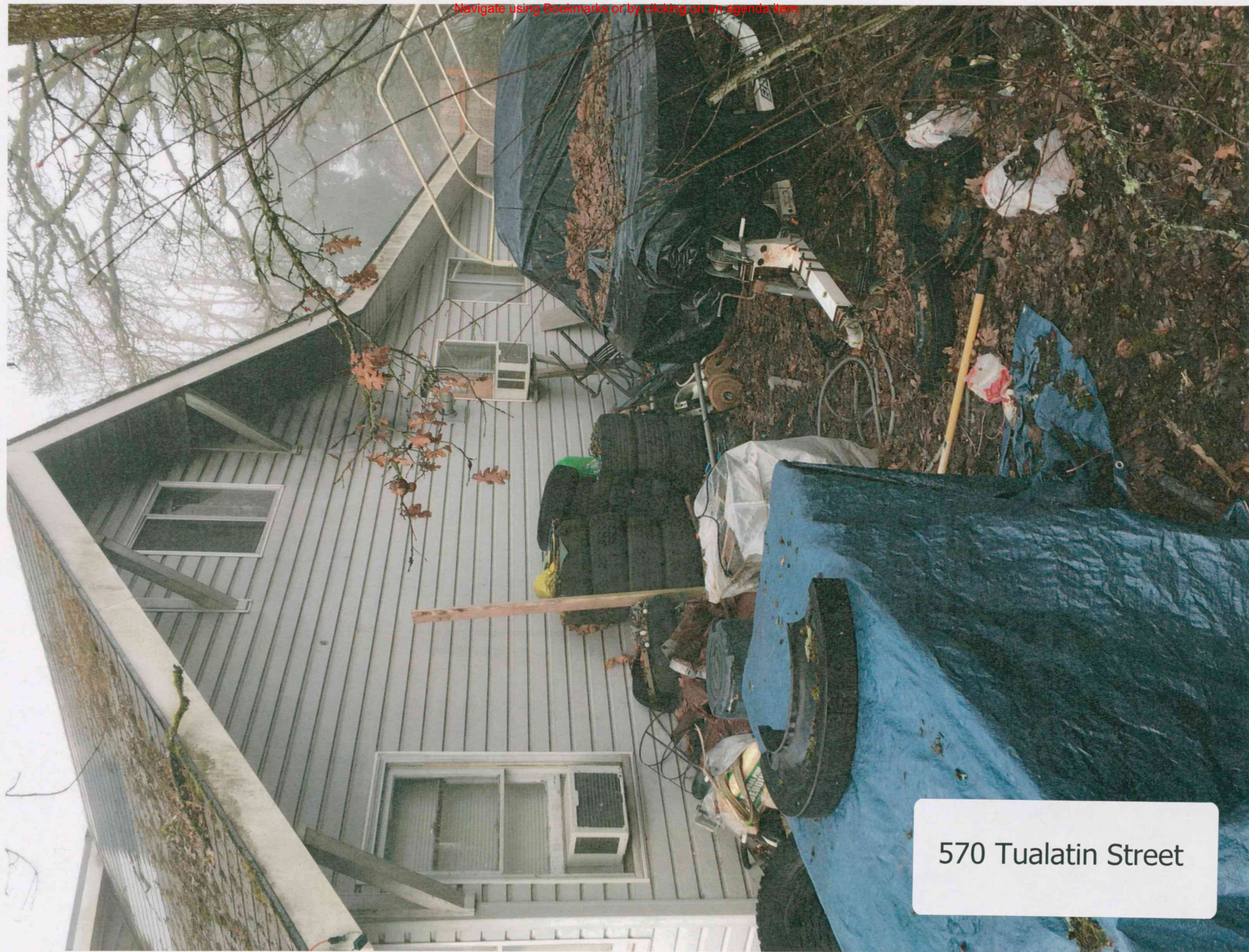
415 N. 6th Street



570 Tualatin St.



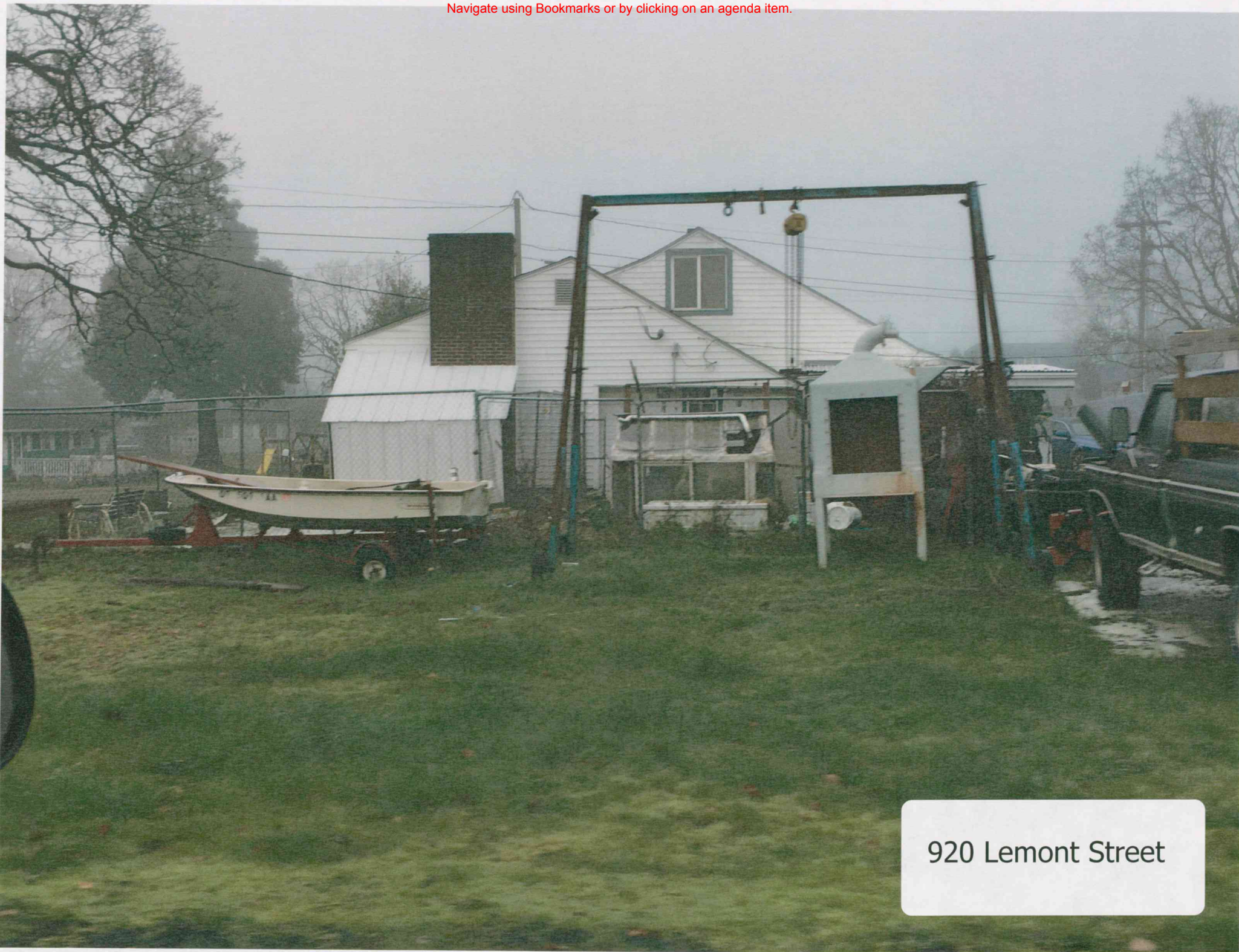
570 Tualatin Street



570 Tualatin Street

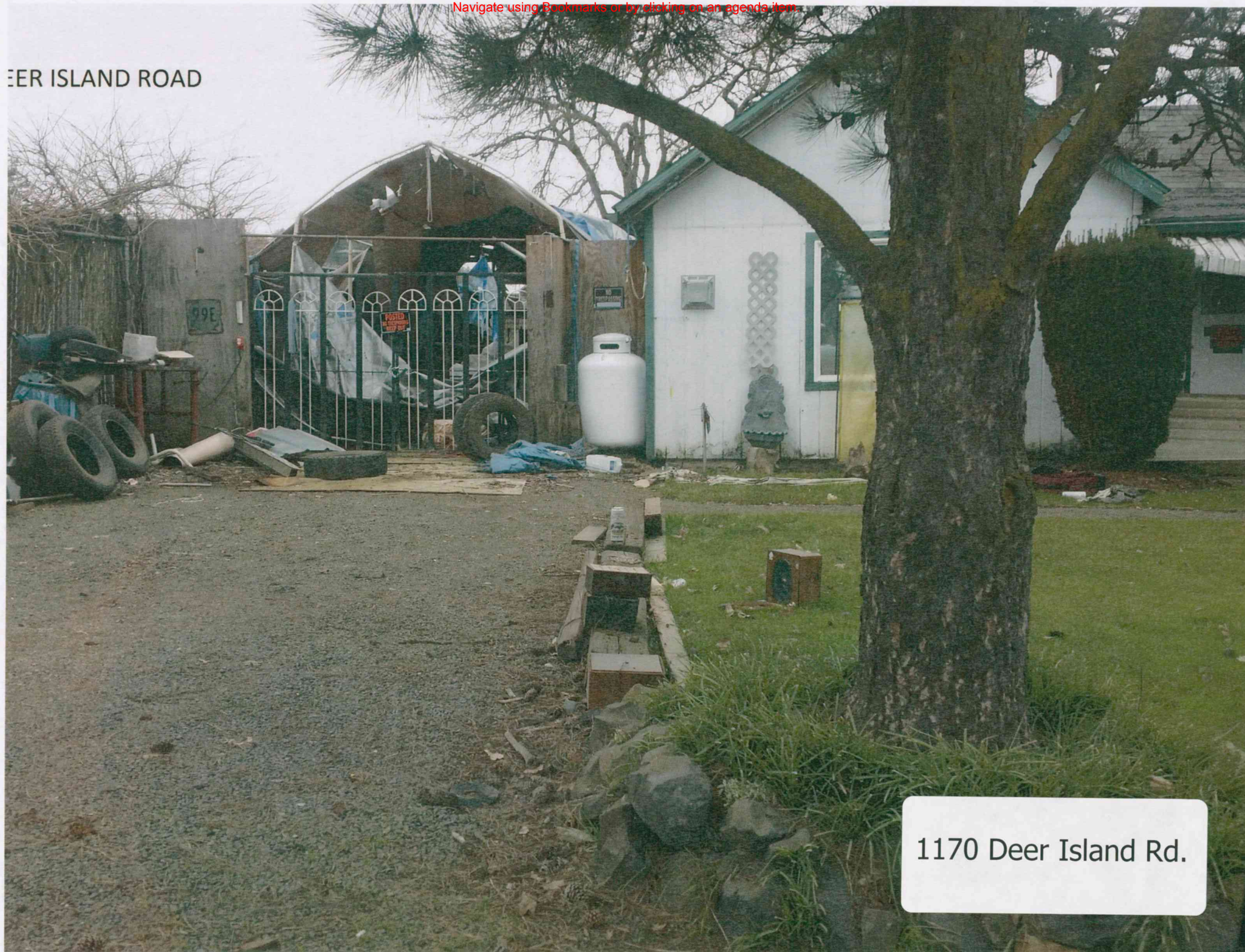


920 Lemont Street



920 Lemont Street

DEER ISLAND ROAD



1170 Deer Island Rd.

1170 DEER ISLAND ROAD

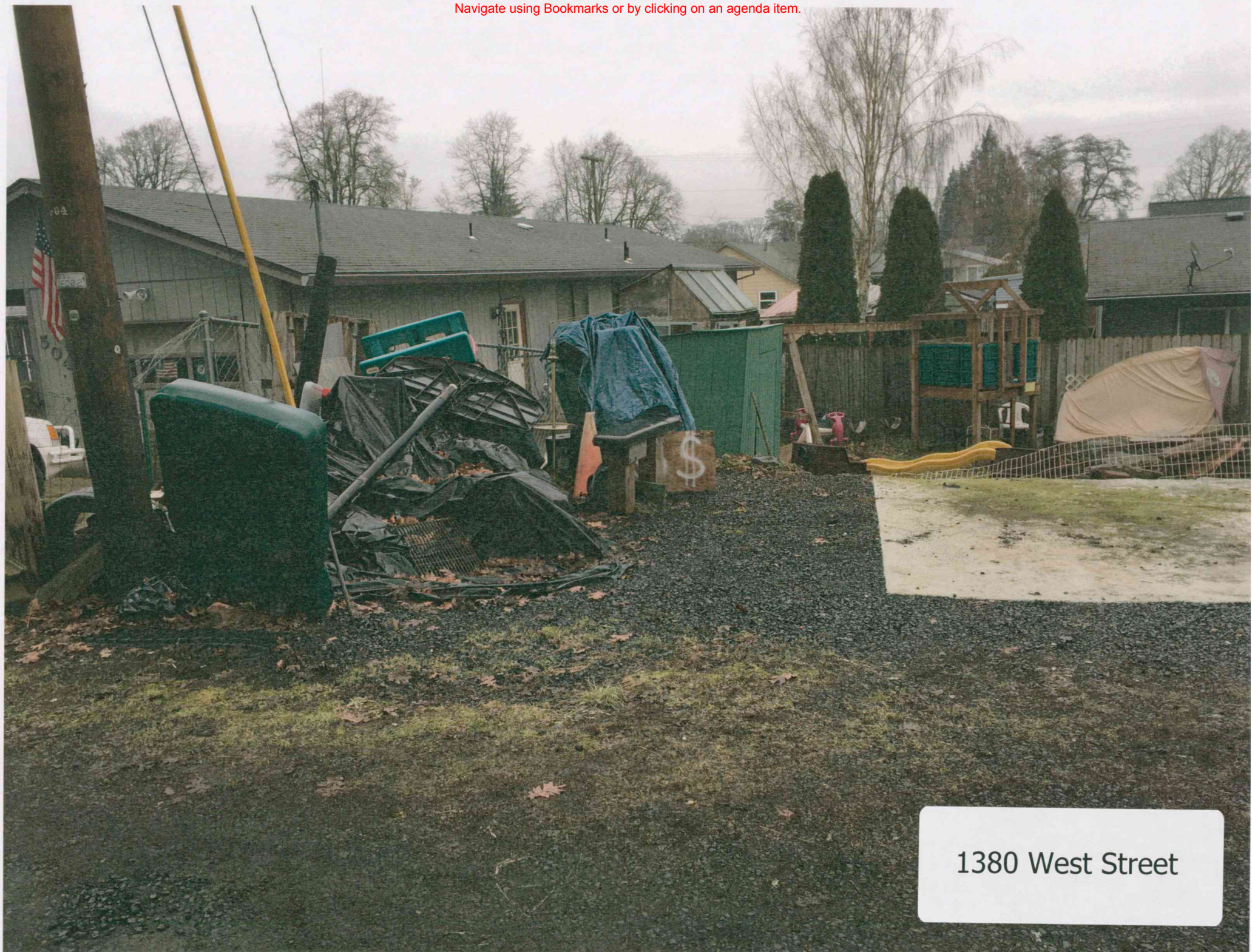


1170 Deer Island Rd.

Navigate using Bookmarks or by clicking on an agenda item.



1380 West Street



1380 West Street

RESOLUTION NO. 1779

A RESOLUTION AUTHORIZING THE EXECUTION OF A NEW SOLID WASTE FRANCHISE AGREEMENT

WHEREAS, the City of St. Helens has determined that the protections and maintenance of the public health, peace, safety, and welfare of the residents of the City can best be accomplished by the continuation of garbage and recycling service under the grant of a franchise; and

WHEREAS, City staff has worked with Hudson Garbage Service to negotiate a new franchise agreement.

NOW, THEREFORE, BE IT RESOLVED that the City of St. Helens does hereby adopt the Solid Waste Franchise Agreement attached hereto and made a part hereof by this reference.

Approved and adopted by the City Council on February 15, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

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 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 recyclable drop-off depot center will be provided to all citizens by Franchise Holder somewhere within the incorporated limits of the City. This center will 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 seven percent (7%). 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. Notwithstanding the foregoing, Franchise Holder shall provide solid waste collection services to the City at McCormick Park free of charge. Such service shall be one 6-yard container once per week.

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: _____
Rick Scholl, Mayor

By _____
John Walsh, City Administrator

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

By: _____
Its: _____
Name: _____

City of St. Helens
RESOLUTION NO. 1780

**A RESOLUTION ESTABLISHING GARBAGE & RECYCLING
RATES AND SUPERSEDING RESOLUTION NO. 1754**

WHEREAS, the City of St. Helens City Council approved a 2% franchise fee increase, effective February 15, 2017; and

WHEREAS, it is essential that this expense to the City's franchise holder, Waste Connections of Oregon, Inc., dba: Hudson Garbage Service, be passed on to their customers.

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

Section 1. Effective April 1, 2017, garbage and recycling rates for the City of St. Helens are hereby adopted as set forth in **Exhibit A**, attached hereto and made a part hereof by this reference.

Section 2. This Resolution supersedes Resolution No. 1754.

Approved and adopted by the City Council on February 15, 2017, by the following vote:

Ayes:

Nays:

Rick Scholl, Mayor

ATTEST:

Kathy Payne, City Recorder

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE APRIL 1, 2017
CITY OF ST. HELENS**

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
<u>RESIDENTIAL</u>			
<u>WEEKLY SERVICE</u>			
1 35 Gallon Cart Weekly	PER MONTH	\$ 24.56	\$ 25.15
2 35 Gallon Carts Weekly	PER MONTH	\$ 37.61	\$ 38.52
3 35 Gallon Carts Weekly	PER MONTH	\$ 50.65	\$ 51.87
4 35 Gallon Carts Weekly	PER MONTH	\$ 60.70	\$ 62.16
5 35 Gallon Carts Weekly	PER MONTH	\$ 76.73	\$ 78.58
6 35 Gallon Carts Weekly	PER MONTH	\$ 91.34	\$ 93.54
1 65 Gallon Cart Weekly	PER MONTH	\$ 37.61	\$ 38.52
2 65 Gallon Carts Weekly	PER MONTH	\$ 60.70	\$ 62.16
1 95 Gallon Cart Weekly	PER MONTH	\$ 50.65	\$ 51.87
2 95 Gallon Carts Weekly	PER MONTH	\$ 92.05	\$ 92.05
1 32 Gallon Cart Weekly - No Recycle	PER MONTH	\$ 16.70	\$ 17.10
2 32 Gallon Cart Weekly - No Recycle	PER MONTH	\$ 28.10	\$ 28.78
4 32 Gallon Carts Weekly	PER MONTH	\$ 50.67	\$ 51.89
<u>EVERY-OTHER-WEEK SERVICE</u>			
1 35 Gallon Cart Every Other Week	PER MONTH	\$ 17.81	\$ 18.24
2 35 Gallon Cart Every Other Week	PER MONTH	\$ 27.28	\$ 27.94
3 35 Gallon Cart Every Other Week	PER MONTH	\$ 36.53	\$ 37.41
1 65 Gallon Cart Every Other Week	PER MONTH	\$ 27.28	\$ 27.94
1 95 Gallon Cart Every Other Week	PER MONTH	\$ 36.53	\$ 37.41
1 32 Gallon Cart Every Other Week	PER MONTH	\$ 17.81	\$ 18.24
1 32 Gallon Cart Every Other Week - No Recycle	PER MONTH	\$ 9.87	\$ 10.11
<u>MONTHLY SERVICE</u>			
35 gallon 1x Monthly	PER MONTH	\$ 5.37	\$ 5.50
2 35 gallon 1x Monthly - No New Customers	PER MONTH	\$ 8.76	\$ 8.97
3 35 gallon 1x Monthly - No New Customers	PER MONTH	\$ 12.20	\$ 12.49
35 gallon 1x Monthly - with Recycle	PER MONTH	\$ 9.87	\$ 10.11
65 gallon 1x Monthly	PER MONTH	\$ 8.76	\$ 8.97
95 gallon 1x Monthly	PER MONTH	\$ 12.20	\$ 12.49
32 gallon 1x Monthly	PER MONTH	\$ 4.99	\$ 5.11

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE APRIL 1, 2017
CITY OF ST. HELENS**

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
<u>ON-CALL SERVICE</u>			
35 Gallon On Call Pickup	PER PICKUP	\$ 4.91	\$ 5.03
65 Gallon On Call Pickup (2 35 Gal) No New Customers	PER PICKUP	\$ 8.38	\$ 8.58
95 Gallon On Call Pickup (3 35 Gal) No New Customers	PER PICKUP	\$ 11.85	\$ 12.14
32 Gallon On Call Pickup	PER PICKUP	\$ 4.91	\$ 5.03
4 35 Gallon On Call Pickup - No New Customers	PER PICKUP	\$ 15.34	\$ 15.71
<u>RECYCLE/GREENWASTE RATES</u>			
RECYCLE SERVICE ONLY	PER MONTH	\$ 8.00	\$ 8.19
RESI RECYCLE WITH GARBAGE	PER MONTH	\$ 4.50	\$ 4.61
GREENWASTE ONLY - RES	PER MONTH	\$ 8.00	\$ 8.19
GREENWASTE SERVICE - RES	PER MONTH	\$ 3.70	\$ 3.79
RECYCLE WITH GREENWASTE	PER MONTH	\$ 11.70	\$ 11.98
<u>COMMERCIAL</u>			
TEMP 2YD CONT	PER PICKUP	\$ 61.12	\$ 62.59
XTRA PER DAY	PER DAY	\$ 2.00	\$ 2.05
CONTAINER OVERLOAD	PER YARD	\$ 14.43	\$ 14.78
CONTAINER PER/EXTRA YD	PER YARD	\$ 14.43	\$ 14.78
LABOR FEE FOR CLEAN-UP (PER 10 MINS)	PER PICKUP	\$ 10.00	\$ 10.24
LOCK BAR FOR CONTAINER	PER PICKUP	\$ 25.00	\$ 25.60
Walk-In - Business	PER PICKUP	\$ 4.00	\$ 4.10
<u>OTHER CAN SERVICES</u>			
EXTRA CAN (32 OR 35 GAL)	PER PICKUP	\$ 3.76	\$ 3.85
EOW OFF WEEK	PER PICKUP	\$ 4.87	\$ 4.99
EXTRA BAG OR BOX	PER PICKUP	\$ 2.66	\$ 2.72
OVERWEIGHT CAN	PER PICKUP	\$ 2.17	\$ 2.22
OVERLOADED CAN	PER PICKUP	\$ 2.17	\$ 2.22
OVERSIZE CAN	PER PICKUP	\$ 2.17	\$ 2.22
SHARPS CONTAINER (Not Offered to New Customers)	PER PICKUP	\$ 20.00	\$ 20.48
SPECIAL TRIP-ON SERVICE DAY	PER PICKUP	\$ 5.00	\$ 5.12
SPECIAL TRIP-OFF DAY	PER PICKUP	\$ 20.00	\$ 20.48
ROLL CAN WALK/DRIVE-IN	PER MONTH	\$ 4.00	\$ 4.10
DRIVE-IN ADD'L 100 FT. INCREMENTS	PER MONTH	\$ 2.00	\$ 2.05
SERVICE RESUME/CART REDELIVERY	ONE TIME	\$ 25.00	\$ 25.60
COLLECTION FEES PAID TO 3RD PARTY COLLECTORS PASSED THROUGH IN FULL	ONE TIME		
RETURNED CHECK FEE		\$ 20.00	\$ 20.48
<u>OTHER RATES</u>			
TIRE under 16" no/rim	PER PICKUP	\$ 5.12	\$ 5.25
TIRE under 16" w/rim	PER PICKUP	\$ 12.02	\$ 12.32
BATTERY	PER PICKUP	\$ 5.02	\$ 5.15
HOT WATER HEATER	PER PICKUP	\$ 26.88	\$ 27.53
SM MATTRESS	PER PICKUP	\$ 8.83	\$ 9.04
M/LG MATTRESS	PER PICKUP	\$ 13.18	\$ 13.50
SM FURNITURE	PER PICKUP	\$ 12.75	\$ 13.06
M/LG FURNITURE	PER PICKUP	\$ 26.60	\$ 27.24
SM APPLIANCE*	PER PICKUP	\$ 13.05	\$ 13.36
M/LG APPLIANCE*	PER PICKUP	\$ 26.88	\$ 27.53

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE APRIL 1, 2017
CITY OF ST. HELENS**

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
<u>WEEKLY COMMERCIAL CAN SERVICE</u>			
1 32 Gallon Can Weekly Business	PER MONTH	\$ 16.70	\$ 17.10
2 32 Gallon Can Weekly Business	PER MONTH	\$ 28.10	\$ 28.78
3 32 Gallon Can Weekly Business	PER MONTH	\$ 39.38	\$ 40.33
4 32 Gallon Can Weekly Business	PER MONTH	\$ 50.67	\$ 51.89
13 32 Gallon Can Weekly Business	PER MONTH	\$ 152.09	\$ 155.75
1 32 Gallon Can 2x Weekly Business	PER MONTH	\$ 28.10	\$ 28.78
1 35 Gallon Can Weekly Business	PER MONTH	\$ 16.70	\$ 17.10
2 35 Gallon Can Weekly Business	PER MONTH	\$ 28.10	\$ 28.78
3 35 Gallon Can Weekly Business	PER MONTH	\$ 39.38	\$ 40.33
4 35 Gallon Can Weekly Business	PER MONTH	\$ 50.67	\$ 51.89
5 35 Gallon Can Weekly Business	PER MONTH	\$ 61.93	\$ 63.42
6 35 Gallon Can Weekly Business	PER MONTH	\$ 73.20	\$ 74.96
1 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 28.10	\$ 28.78
2 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 50.55	\$ 51.77
3 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 70.05	\$ 71.74
4 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 91.89	\$ 94.10
5 35 Gallon Can 2x Weekly Business	PER MONTH	\$ 112.57	\$ 115.28
1 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 42.47	\$ 43.49
2 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 76.52	\$ 78.36
3 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 106.03	\$ 108.58
4 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 135.54	\$ 138.81
5 35 Gallon Can 3x Weekly Business	PER MONTH	\$ 165.02	\$ 169.00
1 65 Gallon Can Weekly Business	PER MONTH	\$ 28.10	\$ 28.78
2 65 Gallon Can Weekly Business	PER MONTH	\$ 50.67	\$ 51.89
3 65 Gallon Can Weekly Business	PER MONTH	\$ 68.77	\$ 70.43
1 95 Gallon Can Weekly Business	PER MONTH	\$ 39.38	\$ 40.33
2 95 Gallon Can Weekly Business	PER MONTH	\$ 78.76	\$ 80.66
3 95 Gallon Can Weekly Business	PER MONTH	\$ 118.15	\$ 121.00
4 95 Gallon Can Weekly Business	PER MONTH	\$ 157.53	\$ 161.33

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE APRIL 1, 2017
CITY OF ST. HELENS**

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
Business recycle:			
Office paper weekly			
Cardboard weekly			
Newspaper/Mag weekly			
Glass weekly	PER MONTH	\$ 16.50	\$ 16.90
Tin weekly	PER MONTH	\$ 16.50	\$ 16.90
Milk Jugs weekly	PER MONTH	\$ 16.50	\$ 16.90
Multi-family unit recycle: (5 or more units)			
Office paper weekly			
Cardboard weekly			
Newspaper/Mag weekly			
Glass weekly			
Tin weekly			
Milk Jugs weekly			
<u>EVERY-OTHER-WEEK COMMERCIAL CAN SERVICE</u>			
1 Can Every Other Week--Business	PER MONTH	\$ 10.03	\$ 10.27
35 Gallon Every Other Week Business	PER MONTH	\$ 10.03	\$ 10.27
2 35 Gallon Every Other Week Business	PER MONTH	\$ 17.12	\$ 17.53
65 Gallon Every Other Week Business	PER MONTH	\$ 18.66	\$ 19.11
<u>OTHER COMMERCIAL CAN SERVICE</u>			
32 gallon 1x Monthly Business	PER MONTH	\$ 5.37	\$ 5.50
32 Gallon On Call Pickup Business	PER PICKUP	\$ 4.91	\$ 5.03
Overfill/Overweight Can Business	PER PICKUP	\$ 2.17	\$ 2.22
Oversize Can Business			

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE APRIL 1, 2017
CITY OF ST. HELENS**

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
<u>CONTAINER SERVICE</u>			
1 Yard Container Weekly Service = 6.3 32 gal cans	PER MONTH	\$ 83.76	\$ 85.78
*Each additional	PER MONTH	\$ 77.12	\$ 78.98
1 Yard Container 2 x Weekly Service	PER MONTH	\$ 155.43	\$ 159.18
*Each additional	PER MONTH	\$ 142.76	\$ 146.20
1.5 Yard Container 3 x Weekly Service	PER MONTH	\$ 230.33	\$ 235.88
*Each additional	PER MONTH	\$ 200.81	\$ 205.65
1.5 Yard Container 4 x Weekly Service	PER MONTH	\$ 296.44	\$ 303.58
*Each additional	PER MONTH	\$ 253.24	\$ 259.34
1.5 Yard Container 5 x Weekly Service	PER MONTH	\$ 372.07	\$ 381.04
*Each additional	PER MONTH	\$ 320.04	\$ 327.75
1 Yard Every Other Week Service	PER MONTH	\$ 52.13	\$ 53.39
1YD OAM (not offered to new customers)	PER MONTH	\$ 25.88	\$ 26.50
1Yard On Call Pickup (not offered to new customers)	PER PICKUP	\$ 25.29	\$ 25.90
1.5 Yard Container Weekly Service = 9.5 32 gal cans	PER MONTH	\$ 118.09	\$ 120.94
*Each additional	PER MONTH	\$ 109.32	\$ 111.95
1.5 Yard Container 2 x Weekly Service	PER MONTH	\$ 224.46	\$ 229.87
*Each additional	PER MONTH	\$ 208.85	\$ 213.88
1.5 Yard Container 3 x Weekly Service	PER MONTH	\$ 330.82	\$ 338.79
*Each additional	PER MONTH	\$ 305.07	\$ 312.42
1.5 Yard Container 4 x Weekly Service	PER MONTH	\$ 420.08	\$ 430.20
*Each additional	PER MONTH	\$ 386.90	\$ 396.22
1.5 Yard Container 5 x Weekly Service	PER MONTH	\$ 531.84	\$ 544.66
*Each additional	PER MONTH	\$ 480.14	\$ 491.71
1.5 Yard Every Other Week Service	PER MONTH	\$ 74.38	\$ 76.17
1.5YD OAM (not offered to new customers)	PER MONTH	\$ 37.40	\$ 38.30
1.5YD OPU (not offered to new customers)	PER PICKUP	\$ 33.14	\$ 33.94
2 Yard Container Weekly Service = 12.6 32 gal cans	PER MONTH	\$ 156.48	\$ 160.25
*Each additional	PER MONTH	\$ 144.75	\$ 148.24
2 Yard Container 2x Weekly Service	PER MONTH	\$ 295.35	\$ 302.47
*Each additional	PER MONTH	\$ 272.66	\$ 279.23
2 Yard Container 3x Weekly Service	PER MONTH	\$ 443.09	\$ 453.77
*Each additional	PER MONTH	\$ 385.23	\$ 394.51
2 Yard Container 4x Weekly Service	PER MONTH	\$ 561.25	\$ 574.77
*Each additional	PER MONTH	\$ 486.74	\$ 498.47
2 Yard Container 5x Weekly Service	PER MONTH	\$ 700.40	\$ 717.28
*Each additional	PER MONTH	\$ 599.30	\$ 613.74
2 Yard Every Other Week Service	PER MONTH	\$ 81.47	\$ 83.43
2YD OAM (not offered to new customers)	PER MONTH	\$ 46.26	\$ 47.37
2 Yard On Call (not offered to new customers)	PER PICKUP	\$ 39.69	\$ 40.65

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE APRIL 1, 2017
CITY OF ST. HELENS**

ST. HELENS CITY

Service Description	FREQUENCY	Current Rate	New Rate
3 Yard Container 1x Weekly Service	PER MONTH	\$ 204.10	\$ 209.02
3 Yard Container 2x Weekly Service	PER MONTH	\$ 380.38	\$ 389.55
3 Yard Container 3x Weekly Service	PER MONTH	\$ 556.67	\$ 570.08
3 Yard Container 4x Weekly Service	PER MONTH	\$ 732.95	\$ 750.61
3 Yard Container 5x Weekly Service	PER MONTH	\$ 909.14	\$ 931.05
3 Yard On Call (not offered to new customers)	PER PICKUP	\$ 50.54	\$ 51.76
4 Yard Container 1x Weekly Service	PER MONTH	\$ 249.09	\$ 255.09
4 Yard Container 2x Weekly Service	PER MONTH	\$ 484.13	\$ 495.80
4 Yard Container 3x Weekly Service	PER MONTH	\$ 719.15	\$ 736.48
4 Yard Container 4x Weekly Service	PER MONTH	\$ 954.20	\$ 977.19
4 Yard Container 5x Weekly Service	PER MONTH	\$ 1,189.24	\$ 1,217.90
4 Yard Every Other Week Service	PER MONTH	\$ 155.03	\$ 158.77
5 Yard Container 1x Weekly Service	PER MONTH	\$ 344.79	\$ 353.10
5 Yard Container 2x Weekly Service	PER MONTH	\$ 674.50	\$ 690.75
5 Yard Container 3x Weekly Service	PER MONTH	\$ 1,004.26	\$ 1,028.46
5 Yard Container 4x Weekly Service	PER MONTH	\$ 1,333.98	\$ 1,366.12
5 Yard Container 5x Weekly Service	PER MONTH	\$ 1,624.33	\$ 1,663.47
6 Yard Container 1x Weekly Service	PER MONTH	\$ 398.44	\$ 408.04
6 Yard Container 2x Weekly Service	PER MONTH	\$ 796.89	\$ 816.09
6 Yard Every Other Week Service	PER MONTH	\$ 199.25	\$ 204.05
6 Yard On Call (not offered to new customers)	PER PICKUP	\$ 98.77	\$ 101.15
7 Yard Container 1x Weekly Service	PER MONTH	\$ 517.61	\$ 530.08
7 Yard Container 2x Weekly Service	PER MONTH	\$ 849.45	\$ 869.92
7 Yard Container 3x Weekly Service	PER MONTH	\$ 1,244.18	\$ 1,274.16
7 Yard Container 4x Weekly Service	PER MONTH	\$ 1,607.46	\$ 1,646.19
7 Yard Container 5x Weekly Service	PER MONTH	\$ 1,970.75	\$ 2,018.24

COMMERCIAL LEASE
(revised)

Date:

2/2/17

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.

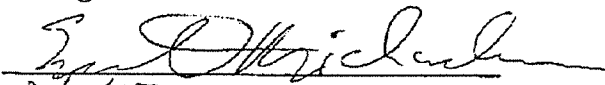
15.2 Procedure for Arbitration. The arbitrator shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in the county where the leased premises are located.

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: 

Date _____

Date 2/4/17

Printed Name: _____

Printed Name: Elliot Michael, Member

ATTEST:

APPROVED AS TO FORM:

Signature: _____

Signature: _____

Date _____

Date _____

Printed Name: _____

Printed Name: _____

AFTER RECORDING
RETURN TO:
Comcast of Tualatin Valley Inc.

GRANTOR INFORMATION:
City of St. Helens
265 Strand St. PO Box 278
St. Helens, OR 97051

GRANTEE INFORMATION:
Comcast of Tualatin Valley Inc.

SEND TAX STATEMENTS TO:
Comcast of Tualatin Valley Inc.

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this ____ day of _____, 2017, by and between Comcast of Tualatin Valley, Inc., and its successors and assigns, hereinafter referred to as "Grantee", and the City of St. Helens, Oregon, hereinafter referred to as "Grantor".

WHEREAS, Grantee provides certain broadband communications services to customers in St. Helens, Oregon (the "Service Area");

WHEREAS, Grantor and Grantee mutually wish to enter into this Grant of Easement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of the property described below, hereby grants to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to

as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in the County of Columbia and State of Oregon, described as follows:

LEGAL DESCRIPTION:
(See Attached Exhibit A)

Grantor agrees for itself and its heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said System and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted: provided, however, that in making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

This easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Service Area.

Executed as of the date first written above.

WITNESS:

GRANTOR:

City of St. Helens, Oregon

Name:

By: _____

Name: _____

Title: _____

WITNESS:

GRANTEE:

Comcast of Tualatin Valley, Inc.

Name:

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2017
by _____, of the City of St. Helens, Oregon on
behalf of the City of St. Helens, Oregon.

Notary Public for Oregon
My Commission Expires:_____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2017
by _____, of Comcast of Tualatin Valley, Inc. on behalf
of Comcast of Tualatin Valley, Inc.

Notary Public for Oregon
My Commission Expires:_____



HERITAGE LAND SURVEYING, INC.

EXHIBIT A-1
(PAGE 1 OF ____)

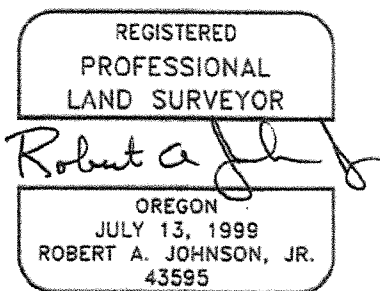
LEGAL DESCRIPTION
TELECOMMUNICATION EASEMENT

JOB NO. 206-005-16

LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF ST. HELENS, COLUMBIA COUNTY, OREGON THE CENTERLINE OF SAID EASEMENT WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POWER POLE NO. **03B 692** FROM WHICH THE NORTHWEST CORNER OF LOT 3 BLOCK 51 "ST. HELENS" OF THE COLUMBIA COUNTY PLAT RECORDS BEARS NORTH 04°11'41" EAST, 37.02 FEET; THENCE THE FOLLOWING COURSES SOUTH 15°31'09" EAST, 110.82 FEET TO POWER POLE NO. **03B 496**; THENCE SOUTH 21°53'54" EAST, 98.97 FEET TO POWER POLE NO. **03B 739**; THENCE NORTH 61°53'34" EAST, 34.63 FEET; THENCE NORTH 69°15'26" EAST, 62.31 FEET; THENCE SOUTH 34°34'08" EAST, 41.64 FEET; THENCE SOUTH 32°16'36" EAST, 47.37 FEET; THENCE SOUTH 36°53'37" EAST, 33.70 FEET; THENCE SOUTH 40°48'48" EAST, 25.83 FEET. THENCE SOUTH 42°00'31" EAST, 77.29 FEET; THENCE SOUTH 58°18'08" EAST, 63.12 FEET; THENCE SOUTH 42°16'16" EAST, 17.07 FEET; THENCE SOUTH 17°16'29" EAST, 11.09 FEET; THENCE SOUTH 20°35'35" WEST, 83.48 FEET AND THE TERMINUS OF SAID EASEMENT FROM WHICH THE NORTHEAST CORNER OF BLOCK 55 PLAT OF "ST. HELENS" BEARS NORTH 53°43'25" WEST, 411.82 FEET AND WHICH THE SIDES OF SAID EASEMENT ARE 2.50 FEET ON EITHER SIDE OF SAID CENTERLINE.

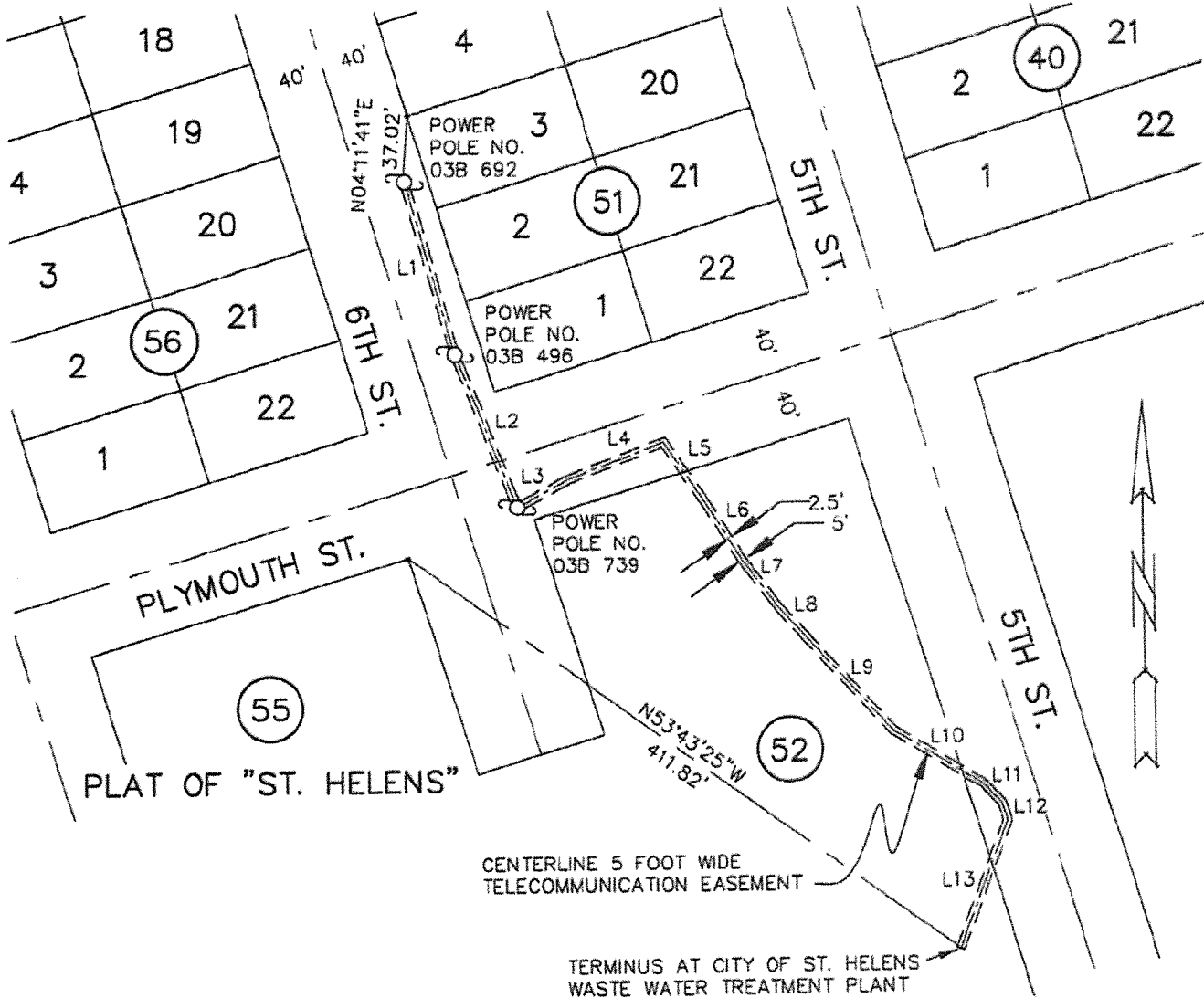
THE BASIS OF BEARINGS ARE INFERED FROM THE PLAT OF "ST HELENS".



RENEWAL 7-01-17

EXHIBIT

LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, CITY OF ST. HELENS, COLUMBIA COUNTY, OREGON.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert A. Johnson, Jr.

OREGON
JULY 13, 1999
ROBERT A. JOHNSON, JR.
43595

RENEWAL 7-01-17

EASEMENT CENTERLINE LINE TABLE			EASEMENT CENTERLINE LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	110.82'	S15°31'09"E	L8	25.83'	S40°48'48"E
L2	98.97'	S21°53'54"E	L9	77.29'	S42°00'31"E
L3	34.63'	S61°53'34"W	L10	63.12'	S58°18'08"E
L4	62.31'	S69°15'26"W	L11	17.07'	S42°16'16"E
L5	41.64'	S34°34'08"E	L12	11.09'	S17°16'29"E
L6	47.37'	S32°16'36"E	L13	83.48'	S20°35'35"W
L7	33.70'	S36°53'37"E			

DRAWN BY: RAJ DATE: 09/08/16
REVIEWED BY: JDF / MHB
PROJECT NO.: 206-005-16
SCALE: 1"=100'

PAGE 2 OF

Exhibit A
Grant of Easement



HERITAGE LAND
SURVEYING, INC.

CONSULTING, GPS, SURVEYING SERVICES

8413 N.E. HUMBOLDT ST. PORTLAND, OREGON 97220
OFFICE 503-255-6558 FAX 503-255-6765
Page 2 of 2

EXTENSION OF MATERIALS AND SERVICES CONTRACT

This Extension is made on February 15, 2017, between City of St. Helens, an Oregon municipal corporation (“St. Helens”), and **Hasa, Inc.** (“Contractor”).

RECITALS

A. WHEREAS, on or about March 8, 2016, St. Helens and Contractor entered into an contract (“Contract”) in which Contractor agreed to provide materials (“Materials”) and services (“Services”) of 12.5% Sodium Hypochlorite to the Wastewater Treatment Plant; and

B. WHEREAS, Paragraph 4 of the Contract provides that the contract terminates on February 28, 2017, and that the City reserves the right to extend the contract for a period of two (2) years in one (1) year increments; and

C. WHEREAS, St. Helens and Contractor mutually desire to extend the term of the contract for an additional year.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

1. The termination date of the contract signed on or about March 8, 2016, shall be amended to reflect a **termination date of February 28, 2018**, unless earlier terminated according to the terms of the Contract.

2. All other terms and conditions of the Contract, as previously amended, shall remain in full force and effect other than as specifically amended herein.

ST. HELENS:

CONTRACTOR:

CITY OF ST. HELENS, an Oregon
municipal corporation

HASA, INC.

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

CONTRACT PAYMENTS

City Council Meeting
February 15, 2017

Murray, Smith & Associates, Inc.

Project: Sanitary Sewer Rehab Project (Inv#09-1078-82)	\$	151.00
--	----	---------------

KP



Murray, Smith & Associates, Inc.
Engineers/Planners

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

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

January 25, 2017

Invoice No: 09-1078 - 82

Invoice Total \$151.00

Project 09-1078 Sanitary Sewer Rehabilitation Program

For professional engineering services performed through January 31, 2017

Task 370 Engineering Support Services during Construction - Godfrey Park

Labor

	Hours	Rate	Amount
Professional Engineer VI	1.00	151.00	151.00
Total	1.00		151.00
Labor Subtotal			151.00

Task Total \$151.00

Invoice Total \$151.00

RECEIVED

JAN 30 2017

CITY OF ST. HELENS

010-304-653409 SN

APPROVED FOR PAYMENT

INIT

DATE

[Signature]

ACCOUNTS PAYABLE

FINANCE

SUPERVISOR

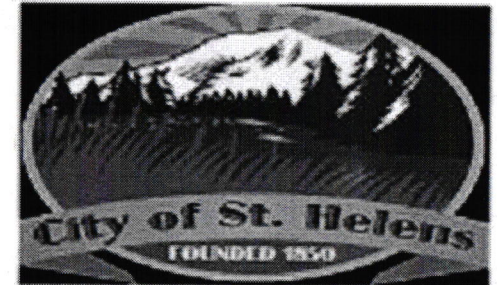
2/8/17

1-31-17

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 02/02/2017 - 8:42AM
 Batch: 00020.01.2017 - AP 2/03/17 FY 16-17



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
ACCELA, INC. #774375									
000496									
INV-ACC27171	12/31/2016	3,355.00	0.00	02/03/2017				False	0
012-106-554000 Contractual/consulting serv				PAYROLL POSTIVE PAY EXPORT / MAINT / SUPPORT					
INV-ACC27171 Total:		3,355.00							
ACCELA, INC. #774375 T		3,355.00							
AMERICAN PUBLIC WORKS									
001377									
01102017	1/10/2017	320.00	0.00	02/03/2017				False	0
013-402-490000 Professional development				MEMBERSHIP RENEWAL ID157379 TYPE 10 4/1-3/31/1					
01102017	1/10/2017	320.00	0.00	02/03/2017				False	0
013-403-490000 Professional development				MEMBERSHIP RENEWAL ID157379 TYPE 10 4/1-3/31/1					
01102017 Total:		640.00							
AMERICAN PUBLIC WO		640.00							
BULLARD LAW									
004880									
26324	1/18/2017	3,433.72	0.00	02/03/2017				False	0
012-101-454000 Attorney				AFSCME LEGAL SERVICES					
26324 Total:		3,433.72							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
BULLARD LAW Total:		3,433.72							
CENTURY LINK- ACCESS BILLING									
034004									
B11166583917015	1/15/2017	88.40	0.00	02/03/2017				False	0
017-417-458000 Telephone expense				1665					
B11166583917015 Total:		88.40							
CENTURY LINK- ACCES		88.40							
CITY OF ST. HELENS									
ST.HELEN									
01272017	1/27/2017	200.00	0.00	02/03/2017				False	0
001-100-558100 Grants and awards				COUPON WON AT TOY N JOY 001949-000 DOUG STO					
01272017 Total:		200.00							
CITY OF ST. HELENS To		200.00							
COASTAL ENTERPRISES									
00715									
650981	2/1/2017	20.50	0.00	02/03/2017				False	0
012-106-457000 Office supplies				BOTTLED WATER SERVICE CITY HALL / UB					
650981 Total:		20.50							
COASTAL ENTERPRISES		20.50							
COLUMBIA CO. DEPT. OF COMM. JUSTICE									
007581									
201612CSH	1/20/2017	1,300.00	0.00	02/03/2017				False	0
001-005-554000 Contractual Services				PARKS WORK CREW					
201612CSH	1/20/2017	1,300.00	0.00	02/03/2017				False	0
013-403-554000 Contractual/consulting serv				PARKS WORK CREW					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
201612CSH Total:		2,600.00							
COLUMBIA CO. DEPT. O		2,600.00							
COMCAST									
COMCAST									
01212017	1/21/2017	231.00	0.00	02/03/2017				False	0
001-004-500000 Computer Maintenance				8631					
01212017	1/21/2017	467.02	0.00	02/03/2017				False	0
012-107-458000 Telecommunication expense				9110					
01212017	1/21/2017	94.85	0.00	02/03/2017				False	0
012-107-458000 Telecommunication expense				8453					
01212017	1/21/2017	269.04	0.00	02/03/2017				False	0
001-004-500000 Computer Maintenance				3388					
01212017	1/21/2017	375.27	0.00	02/03/2017				False	0
001-002-458000 Telephone Expense				4855					
01212017 Total:		1,437.18							
COMCAST Total:		1,437.18							
CONSOLIDATED SUPPLY									
009000									
S8063232.001	12/29/2016	3,159.48	0.00	02/03/2017				False	0
017-017-501000 Operating Materials & Sup.				MATERIALS					
S8063232.001 Total:		3,159.48							
CONSOLIDATED SUPPL		3,159.48							
COUNTRY MEDIA INC.									
006800									
262721	1/18/2017	115.02	0.00	02/03/2017				False	0
001-104-493000 Legal notices				PUBLIC HEARING NOTICE PLANNING					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
262721 Total:		115.02							
COUNTRY MEDIA INC. T		115.02							
DIMSHO, JENNIFER DIMSHO 01302017	1/30/2017	247.85	0.00	02/03/2017	OREGON MAIN REV GRANT WORKSHOP J. DIMSHO			False	0
001-104-490000 Professional development									
01302017 Total:		247.85							
DIMSHO, JENNIFER Tota		247.85							
DON'S RENTAL 010700 493834	12/31/2016	14.70	0.00	02/03/2017	PROPANE			False	0
013-403-501000 Operating materials/supplies									
493834 Total:		14.70							
DON'S RENTAL Total:		14.70							
E2C CORPORATION E2C 4016	1/30/2017	506.44	0.00	02/03/2017	GRAPHICS PHOTOS CLIENT MEETING / TRIP CHARC			False	0
008-008-554000 Consulting/Contractual									
4016 Total:		506.44							
E2C CORPORATION Tota		506.44							
EAGLE STAR ROCK PRODUCTS, INC. 010970 31912	12/30/2016	110.88	0.00	02/03/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
018-021-501000 Operating Materials & Supplies					ROCK 17TH ST STORM				
31912 Total:		110.88							
31915	1/3/2017	129.60	0.00	02/03/2017				False	0
018-021-501000 Operating Materials & Supplies					ROCK 17TH ST STORM				
31915 Total:		129.60							
31921	1/4/2017	117.73	0.00	02/03/2017				False	0
018-021-501000 Operating Materials & Supplies					ROCK 17TH ST STORM				
31921 Total:		117.73							
31926	1/5/2017	110.01	0.00	02/03/2017				False	0
018-021-501000 Operating Materials & Supplies					ROCK 17TH ST STORM				
31926 Total:		110.01							
31945	1/23/2017	252.64	0.00	02/03/2017				False	0
018-021-501000 Operating Materials & Supplies					ROCK 17TH ST STORM				
31945 Total:		252.64							
31948	1/24/2017	696.93	0.00	02/03/2017				False	0
018-021-501000 Operating Materials & Supplies					ROCK				
31948 Total:		696.93							
31952	1/25/2017	112.62	0.00	02/03/2017				False	0
018-021-501000 Operating Materials & Supplies					ROCK 17TH ST STORM				
31952 Total:		112.62							
EAGLE STAR ROCK PRO		1,530.41							
EATON'S TIRE AND SERVICE CENTER									
011000									
66806	1/17/2017	976.29	0.00	02/03/2017				False	0
001-002-510000 Automobile Expense					SNOW TIRES 2014 CHEV CAPRICE				

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label Description	Type Reference	PO #	Close PO	Line #
66806 Total:		976.29							
EATON'S TIRE AND SER		976.29							
ETTER, TERRI R. ETTER.T 01202017	1/20/2017	2,100.00	0.00	02/03/2017					
001-002-554000 Contractual Services					JAN 2017 84 HOURS T. ETTER EVID. ROOM INV. AUC			False	0
01202017 Total:		2,100.00							
ETTER, TERRI R. Total:		2,100.00							
EVERBANK COMMERCIAL FINANCE INC 03522 01212017	1/21/2017	184.41	0.00	02/03/2017					
012-107-502000 Equipment expense					CONTRACT 41452028 - KYOCERA 3051CL			False	0
01212017 Total:		184.41							
EVERBANK COMMERC		184.41							
GRAICHEN, JACOB A. 014039 01272017	1/27/2017	32.10	0.00	02/03/2017					
001-104-490000 Professional development					MILEAGE REIMB. URBAN RENEWAL MEETING J. GR			False	0
01272017 Total:		32.10							
GRAICHEN, JACOB A. T		32.10							
GREEN, FRED 014111 0002727	1/26/2017	1,062.50	0.00	02/03/2017					
								False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
001-000-204000 Bail Deposit					BOND TRANSFER JENNIFER L GREEN				
	0002727 Total:	1,062.50							
	GREEN, FRED Total:	1,062.50							
HACH COMPANY									
014200									
10256778	1/3/2017	57.08	0.00	02/03/2017				False	0
017-017-501000 Operating Materials & Sup.					REAGEN SET CHLORINE FREE				
10256778	1/3/2017	114.16	0.00	02/03/2017				False	0
017-417-472000 Lab testing					REAGEN SET CHLORINE FREE				
	10256778 Total:	171.24							
	HACH COMPANY Total:	171.24							
HAGAN HAMILTON INSURANCE									
014333									
02022017	2/2/2017	175.00	0.00	02/03/2017				False	0
012-102-490000 Professional development					FINANCE OFFICER BOND FOR MATTHEW BROWN				
	02022017 Total:	175.00							
	HAGAN HAMILTON INS	175.00							
HORTON ELECTRIC CO.									
015763									
7164	1/17/2017	439.31	0.00	02/03/2017				False	0
012-107-554000 Contractual/consulting serv					REPLACE 6 BALLASTS ON 2ND FLOOR CITY HALL				
	7164 Total:	439.31							
	HORTON ELECTRIC CO	439.31							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
INTEGRA TELECOM, INC.									
016479									
14416970	1/21/2017	100.77	0.00	02/03/2017				False	0
001-002-458000 Telephone Expense				754802					
14416970	1/21/2017	286.80	0.00	02/03/2017				False	0
012-107-458000 Telecommunication expense				754802					
14416970	1/21/2017	285.13	0.00	02/03/2017				False	0
001-004-458000 Telephone Expense				754802					
14416970	1/21/2017	48.35	0.00	02/03/2017				False	0
017-017-458000 Telephone Expense				754802					
14416970	1/21/2017	485.77	0.00	02/03/2017				False	0
017-417-458000 Telephone expense				754802					
14416970	1/21/2017	112.67	0.00	02/03/2017				False	0
013-403-458000 Telecommunication expense				754802					
14416970	1/21/2017	108.55	0.00	02/03/2017				False	0
018-019-458000 Telecommunication Expense				754802					
14416970	1/21/2017	108.55	0.00	02/03/2017				False	0
018-020-458000 Telecommunication Expense				754802					
14416970	1/21/2017	290.10	0.00	02/03/2017				False	0
018-022-458000 Telecommmunication expense				754802					
14416970 Total:		1,826.69							
INTEGRA TELECOM, IN		1,826.69							
JORDAN RAMIS PC									
030274									
129185	1/24/2017	1,004.00	0.00	02/03/2017				False	0
004-410-454000 Attorney				LEGAL SERVICES THROUGH 1/15/17					
129185 Total:		1,004.00							
129326	1/24/2017	40.00	0.00	02/03/2017				False	0
001-104-454000 Attorney				LEGAL SERVICES THROUGH 1/15/17					
129326 Total:		40.00							
129376	1/24/2017	3,214.00	0.00	02/03/2017				False	0
012-101-454000 Attorney				LEGAL SERVICES THROUGH 1/15/17					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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	129376 Total:	3,214.00							
	JORDAN RAMIS PC Tota	4,258.00							
<hr/>									
JORDAN, JASMINE 030270									
01312017	1/31/2017	180.46	0.00	02/03/2017				False	0
001-104-558321 Main street					OREGON MAINT ST WORKSHOP / BOARD MEETING:				
	01312017 Total:	180.46							
	JORDAN, JASMINE Total	180.46							
<hr/>									
KENNEDY/JENKS CONSULTANTS INC 017440									
108385	1/23/2017	7,872.38	0.00	02/03/2017				False	0
010-302-653207 2 mg reserrior rehab					2MG RES REHAB PROJECT 1676012*00 W-449				
	108385 Total:	7,872.38							
	KENNEDY/JENKS CONS	7,872.38							
<hr/>									
LAND DEVELOPMENT SERVICES, COLUMBIA COUNTY 007550									
DECEMBER 2016	1/24/2017	267.50	0.00	02/03/2017				False	0
001-105-554000 Contract Services					BUILDING INSPECTIONS MIKE SMITH				
	DECEMBER 2016 Total:	267.50							
NOVEMBER 2016	1/24/2017	647.50	0.00	02/03/2017				False	0
001-105-554000 Contract Services					BUILDING INSPECTIONS MIKE SMITH				
	NOVEMBER 2016 Total:	647.50							
	LAND DEVELOPMENT S	915.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
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LD PRODUCTS, INC.									
018060									
SIP-005837262	1/24/2017	59.18	0.00	02/03/2017				False	0
001-004-457000 Office Supplies				TONER					
	SIP-005837262 Total:	59.18							
	LD PRODUCTS, INC. Tot	59.18							
<hr/>									
METROPRESORT									
020292									
489784	1/27/2017	625.70	0.00	02/03/2017				False	0
012-106-554000 Contractual/consulting serv				LATE NOTICE BILL PRINTING					
	489784 Total:	625.70							
	METROPRESORT Total:	625.70							
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MOLDEN, MATTHEW									
020670									
01252017	1/25/2017	67.47	0.00	02/03/2017				False	0
001-002-490000 Police Training/Supplies				2017 POLICE TRAFFIC SAFE CONF. MEALS M. MOLE					
	01252017 Total:	67.47							
	MOLDEN, MATTHEW To	67.47							
<hr/>									
NORTHSTAR CHEMICAL, INC.									
021556									
97637	1/24/2017	450.54	0.00	02/03/2017				False	0
017-417-527000 Chlorine				SODIUM HYPOCHLORITE 12.5					
	97637 Total:	450.54							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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	NORTHSTAR CHEMICAL	450.54							
OLDCASTLE PRECAST, INC.									
021742									
020172393	1/5/2017	4,390.00	0.00	02/03/2017				False	0
010-304-653400	Storm drains				CB TYPE 1 FG HERRINGBONE				
	020172393 Total:	4,390.00							
	OLDCASTLE PRECAST,	4,390.00							
Oregon Dept. of Water Resourcers									
023025									
112948	1/18/2017	170.00	0.00	02/03/2017				False	0
017-517-546000	Forestry preservation				SALMONBERRY RESERVOIR				
	112948 Total:	170.00							
	Oregon Dept. of Water Res	170.00							
PAULY, ROGERS AND CO., P.C.									
025320									
10314	1/26/2017	2,000.00	0.00	02/03/2017				False	0
012-106-554000	Contractual/consulting serv				2017 CENT AGREED UPON PROCEDURES				
	10314 Total:	2,000.00							
	PAULY, ROGERS AND C	2,000.00							
PEGASUS PRESS, INC									
025413									
19924	1/17/2017	705.10	0.00	02/03/2017				False	0
001-004-511000	Printed Materials				BOOKS				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
19924 Total:		705.10							
PEGASUS PRESS, INC To		705.10							
PETTY CASH- JAMIE EDWARDS									
018757									
01272017	1/27/2017	36.00	0.00	02/03/2017				False	0
018-018-501000	Operating Materials & Supplies				COUNTY CLERK RECORDING FEE				
01272017	1/27/2017	38.75	0.00	02/03/2017				False	0
012-107-457000	Office supplies				BREAKROOM COFFEE				
01272017	1/27/2017	20.00	0.00	02/03/2017				False	0
018-019-472000	Lab Testing				LUNCH / GAS SAMPLE DELIVERY				
01272017	1/27/2017	24.19	0.00	02/03/2017				False	0
018-019-472000	Lab Testing				LUNCH SAMPLE DELIVERY				
01272017	1/27/2017	9.96	0.00	02/03/2017				False	0
001-105-457000	Office supplies				CELL PHONE CASE B. JOHNSTON				
01272017	1/27/2017	13.99	0.00	02/03/2017				False	0
013-403-490000	Professional development				SAFETY TRAINING SNACKS				
01272017	1/27/2017	20.00	0.00	02/03/2017				False	0
012-102-524000	Special projects				MOVIE GIFT CARD EMPLOYEE BANQUET				
01272017 Total:		162.89							
PETTY CASH- JAMIE ED		162.89							
STAPLES BUSINESS ADVANTAGE									
031983									
3327938724	1/21/2017	49.36	0.00	02/03/2017				False	0
012-107-457000	Office supplies				OFFICE SUPPLIES LEAD / KLEENEX				
3327938724	1/21/2017	37.99	0.00	02/03/2017				False	0
012-106-457000	Office supplies				CANON CALC. FOR SHANNA D.				
3327938724 Total:		87.35							
3327938725	1/21/2017	102.31	0.00	02/03/2017				False	0
012-107-457000	Office supplies				TP / ROLL TOWEL FOR CITY HALL				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
3327938725 Total:		102.31							
STAPLES BUSINESS AD		189.66							
TCMS, TEMP CONTROL MECHANICAL SERVICE CORP									
033013									
015724	1/18/2017	609.00	0.00	02/03/2017				False	0
012-107-554000 Contractual/consulting serv					WORK ORDER 81708 DEFROST SENSOR REPLACED				
015724 Total:		609.00							
TCMS, TEMP CONTROL		609.00							
VERIZON WIRELESS									
000720									
9778986965	1/20/2017	1,511.22	0.00	02/03/2017				False	0
001-002-458000 Telephone Expense					271826771-00001 POLICE PHONES				
9778986965 Total:		1,511.22							
9779037434	1/20/2017	130.12	0.00	02/03/2017				False	0
013-402-458000 Telecommunication expense					871458396-00001				
9779037434	1/20/2017	87.84	0.00	02/03/2017				False	0
001-105-458000 Telephone expense					871458396-00001				
9779037434	1/20/2017	332.75	0.00	02/03/2017				False	0
013-403-458000 Telecommunication expense					871458396-00001				
9779037434	1/20/2017	173.07	0.00	02/03/2017				False	0
017-417-458000 Telephone expense					871458396-00001				
9779037434	1/20/2017	35.70	0.00	02/03/2017				False	0
018-019-458000 Telecommunication Expense					871458396-00001				
9779037434	1/20/2017	26.77	0.00	02/03/2017				False	0
018-020-458000 Telecommunication Expense					871458396-00001				
9779037434	1/20/2017	40.01	0.00	02/03/2017				False	0
017-017-458000 Telephone Expense					871458396-00001				
9779037434	1/20/2017	26.77	0.00	02/03/2017				False	0
018-022-458000 Telecommunication expense					871458396-00001				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
		<u>853.03</u>							
	9779037434 Total:								
		<u>2,364.25</u>							
	VERIZON WIRELESS To								
		<u>49,335.87</u>							
	Report Total:								

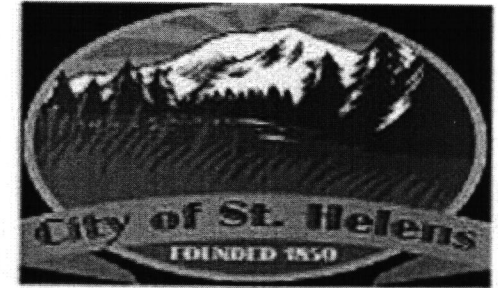
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Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 02/09/2017 - 10:41AM
 Batch: 00004.02.2017 - AP 2/10/17 FY 16-17

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
ACE HARDWARE									
000500									
1213	1/31/2017	187.84	0.00	02/10/2017				False	0
001-005-501000	Operating Materials & Supp			MATERIALS PARKS DEPT					
1213 Total:		187.84							
1214	1/31/2017	26.76	0.00	02/10/2017				False	0
001-002-501000	Operating Materials & Supp			MATERIALS POLICE DEPT					
1214 Total:		26.76							
1216	1/31/2017	16.15	0.00	02/10/2017				False	0
011-011-501000	Operating Materials & Supp			MATERIALS					
1216 Total:		16.15							
1217	1/31/2017	19.98	0.00	02/10/2017				False	0
008-008-558104	Events			MATERIALS					
1217	1/31/2017	120.51	0.00	02/10/2017				False	0
018-020-501000	Operating Materials & Supplies			MATERIALS					
1217	1/31/2017	120.51	0.00	02/10/2017				False	0
018-019-501000	Operating Materials			MATERIALS					
1217 Total:		261.00							
1218	1/31/2017	92.40	0.00	02/10/2017				False	0
001-005-501000	Operating Materials & Supp			MATERIALS					
1218	1/31/2017	15.96	0.00	02/10/2017				False	0
001-005-509000	Marine board expense			MATERIALS					
1218	1/31/2017	-36.28	0.00	02/10/2017				False	0
017-017-501000	Operating Materials & Sup.			MATERIALS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
1218	1/31/2017	4.59	0.00	02/10/2017				False	0
012-107-457000 Office supplies				MATERIALS					
1218	1/31/2017	12.48	0.00	02/10/2017				False	0
012-107-457000 Office supplies				MATERIALS					
1218	1/31/2017	134.21	0.00	02/10/2017				False	0
013-403-470000 Building				MATERIALS					
1218	1/31/2017	18.95	0.00	02/10/2017				False	0
017-417-501000 Operating materials and suppli				MATERIALS					
1218	1/31/2017	17.99	0.00	02/10/2017				False	0
013-403-470000 Building				MATERIALS					
1218	1/31/2017	27.99	0.00	02/10/2017				False	0
013-403-470000 Building				MATERIALS					
1218	1/31/2017	9.72	0.00	02/10/2017				False	0
001-110-470000 Building expense				MATERIALS					
1218 Total:		298.01							
ACE HARDWARE Total:		789.76							
ALEXIN ANALYTICAL LABS, INC.									
001650									
29182	1/31/2017	375.00	0.00	02/10/2017				False	0
017-017-472000 Lab Testing				ROUTINE COLIFORM E COLI TESTING					
29182 Total:		375.00							
ALEXIN ANALYTICAL L		375.00							
ALLEN GUTTERS, LLC									
001040									
01302017	1/30/2017	314.25	0.00	02/10/2017				False	0
001-005-509000 Marine board expense				GUTTERS COL VIEW BATHROOM REPAIR					
01302017	1/30/2017	314.25	0.00	02/10/2017				False	0
001-005-501000 Operating Materials & Supp				GUTTERS COL VIEW BATHROOM REPAIR					
01302017 Total:		628.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
ALLEN GUTTERS, LLC T		628.50							
ALTA PLANNING AND DESIGN INC 00138									
00-2017-040-1	2/2/2017	1,024.25	0.00	02/10/2017				False	0
008-008-558103 Grant Expense					PROJECT 00-2017-040 BRANDING WAYFINDING MAS				
00-2017-040-1 Total:		1,024.25							
ALTA PLANNING AND D		1,024.25							
AZIMUTH COMMUNICATIONS INC AZI									
35274	11/22/2016	1,077.08	0.00	02/10/2017				False	0
010-305-653553 Phone system					CABLING WORK				
35274 Total:		1,077.08							
AZIMUTH COMMUNICA		1,077.08							
BOBCAT OF PORTLAND 003749									
2350741	2/1/2017	639.18	0.00	02/10/2017				False	0
015-015-501000 Operating Materials & Supp					IDLER FRONT 2				
2350741 Total:		639.18							
BOBCAT OF PORTLAND		639.18							
BOND PLAZA LLC 003866									
02072017	2/7/2017	297.50	0.00	02/10/2017				False	0
018-018-557000 Sewer Backup Problems					REIMB. FOR WORK DONE AT TOP NOTCH - CITY DA				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
02072017 Total:		297.50							
BOND PLAZA LLC Total:		297.50							
CANON SOLUTIONS AMERICA, INC									
021694									
4021329490	1/31/2017	14.15	0.00	02/10/2017				False	0
001-004-473000 Misc Expense				COPIER 1539734					
4021329490 Total:		14.15							
CANON SOLUTIONS AM		14.15							
CAPITAL ONE COMMERCIAL									
COSTCO									
009582	2/9/2017	42.49	0.00	02/10/2017				False	0
012-107-457000 Office supplies				BREAK ROOM SUPPLIES					
009582 Total:		42.49							
CAPITAL ONE COMMER		42.49							
CARQUEST AUTO PARTS STORES									
005845									
01312017	1/31/2017	120.60	0.00	02/10/2017				False	0
001-002-510000 Automobile Expense				AUTO PARTS 315752 POR 151010					
01312017	1/31/2017	84.41	0.00	02/10/2017				False	0
015-015-501000 Operating Materials & Supp				AUTO PARTS 315752 POR 151010					
01312017	1/31/2017	50.98	0.00	02/10/2017				False	0
015-015-501000 Operating Materials & Supp				AUTO PARTS 315752 POR 151010					
01312017	1/31/2017	-249.04	0.00	02/10/2017				False	0
015-015-501000 Operating Materials & Supp				AUTO PARTS 315752 POR 151010					
01312017	1/31/2017	106.41	0.00	02/10/2017				False	0
015-015-501000 Operating Materials & Supp				AUTO PARTS 315752 POR 151010					
01312017	1/31/2017	-106.41	0.00	02/10/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
015-015-501000 Operating Materials & Supp					AUTO PARTS 315752 POR 151010				
01312017 Total:		6.95							
CARQUEST AUTO PART		6.95							
CENTRO PRINTING SOLUTIONS									
006282									
211627	2/3/2017	320.55	0.00	02/10/2017				False	0
012-106-457000 Office supplies					PAYROLL / AP CHECK STOCK 168931				
211627 Total:		320.55							
CENTRO PRINTING SOL		320.55							
CINTAS CORPORATION									
037620									
5006968941	1/23/2017	59.94	0.00	02/10/2017				False	0
001-002-501000 Operating Materials & Supp					CABINET REFILL				
5006968941 Total:		59.94							
CINTAS CORPORATION		59.94							
CINTAS CORPORATION-463									
006830									
463790756	1/30/2017	99.08	0.00	02/10/2017				False	0
001-002-470000 Building Expense					SAFEWASHER				
463790756 Total:		99.08							
463794237	2/6/2017	43.53	0.00	02/10/2017				False	0
013-403-470000 Building					MATS				
463794237 Total:		43.53							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
<hr/>									
CINTAS CORPORATION		142.61							
<hr/>									
CITY OF COLUMBIA CITY									
007370									
01262017	1/26/2017	73.27	0.00	02/10/2017				False	0
017-417-459000 Utilities				001754-001					
<hr/>									
01262017 Total:		73.27							
<hr/>									
CITY OF COLUMBIA CIT		73.27							
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CITY OF PORTLAND									
025636									
10235224	1/19/2017	3,112.00	0.00	02/10/2017				False	0
018-019-472000 Lab Testing				LAB SERVICES OCT-DEC					
10235224	1/19/2017	3,112.00	0.00	02/10/2017				False	0
018-020-472000 Lab Testing				LAB SERVICES OCT-DEC					
<hr/>									
10235224 Total:		6,224.00							
<hr/>									
CITY OF PORTLAND Tot		6,224.00							
<hr/>									
CLOUD RECORDS MANAGEMENT SOLUTION, CHAVES									
006630									
170044	2/1/2017	259.14	0.00	02/10/2017				False	0
012-102-554000 Contractual/consulting serv				MONTHLY USER FEE PER USER OR 0486 ERMS SAAS					
<hr/>									
170044 Total:		259.14							
<hr/>									
CLOUD RECORDS MAN		259.14							
<hr/>									
COLUMBIA RIVER P.U.D.									
008325									
02012017	2/1/2017	8,768.01	0.00	02/10/2017				False	0
018-019-534000 Electrical Energy				38633					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
	02012017 Total:	8,768.01							
	COLUMBIA RIVER P.U.D	8,768.01							
<hr/>									
COMCAST									
COMCAST									
01272017	1/27/2017	102.85	0.00	02/10/2017				False	0
001-005-509000 Marine board expense				3930					
	01272017 Total:	102.85							
	COMCAST Total:	102.85							
<hr/>									
CONSOLIDATED ELECTRICAL DISTRIBUTORS									
005266									
4329-607007	12/12/2016	14.78	0.00	02/10/2017				False	0
018-019-501000 Operating Materials				MATERIALS					
	4329-607007 Total:	14.78							
4329-607066	12/28/2016	44.39	0.00	02/10/2017				False	0
018-019-501000 Operating Materials				MATERIALS					
	4329-607066 Total:	44.39							
	CONSOLIDATED ELECT	59.17							
<hr/>									
DAHLGRENS DO IT BEST BUILDERS SUPPLY									
009800									
01252017	1/25/2017	2,222.83	0.00	02/10/2017				False	0
001-005-501000 Operating Materials & Supp				BUILDING SUPPLIES					
01252017	1/25/2017	2,222.82	0.00	02/10/2017				False	0
001-005-509000 Marine board expense				BUILDING SUPPLIES					
01252017	1/25/2017	111.32	0.00	02/10/2017				False	0
008-008-558104 Events				BUILDING SUPPLIES					
01252017	1/25/2017	295.46	0.00	02/10/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
012-107-457000 Office supplies					BUILDING SUPPLIES				
01252017	1/25/2017	29.99	0.00	02/10/2017				False	0
013-403-470000 Building					BUILDING SUPPLIES				
	01252017 Total:	4,882.42							
	DAHLGRENS DO IT BES	4,882.42							
DON'S RENTAL									
010700									
F1106	1/31/2017	1.00	0.00	02/10/2017				False	0
013-403-501000 Operating materials/supplies					FINANCE CHARGE FOR INV 493834 \$14.70				
	F1106 Total:	1.00							
	DON'S RENTAL Total:	1.00							
E2C CORPORATION									
e2c									
4018	2/8/2017	500.00	0.00	02/10/2017				False	0
008-008-554000 Consulting/Contractual					GREEN TRUCK				
	4018 Total:	500.00							
	E2C CORPORATION Tota	500.00							
EAGLE STAR ROCK PRODUCTS, INC.									
010970									
31824	11/29/2016	254.48	0.00	02/10/2017				False	0
018-021-501000 Operating Materials & Supplies					17TH ST STORM				
	31824 Total:	254.48							
	EAGLE STAR ROCK PRO	254.48							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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GALE/CENGAGE LEARNING									
013072									
59994737	2/1/2017	50.00	0.00	02/10/2017				False	0
001-004-517100	Digital resources			HOSTING FEE GVRL EBOOKSCENGAGE					
		<hr/>							
59994737	Total:	50.00							
		<hr/>							
GALE/CENGAGE LEARN		50.00							
GRANTS PASS WATER LAB									
01414									
301135	1/31/2017	350.00	0.00	02/10/2017				False	0
017-417-472000	Lab testing			GIARDIA CRYPTOSPORIKIUM ANALYSIS					
		<hr/>							
301135	Total:	350.00							
		<hr/>							
GRANTS PASS WATER L		350.00							
HAMER ELECTRIC, INC.									
014475									
39203	1/31/2017	985.49	0.00	02/10/2017				False	0
017-017-554000	Contractual/Consult Serv.			SPLASH PARK ELECTRICAL WORK					
		<hr/>							
39203	Total:	985.49							
		<hr/>							
HAMER ELECTRIC, INC		985.49							
HUDSON GARBAGE SERVICE									
015875									
9170758	2/1/2017	52.13	0.00	02/10/2017				False	0
001-004-459000	Utilities			1554					
		<hr/>							
9170758	Total:	52.13							
9170876	2/1/2017	109.63	0.00	02/10/2017				False	0
018-020-459000	Utilities			8333					
9170876	2/1/2017	109.63	0.00	02/10/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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018-019-459000	Utilites			8333					
	9170876 Total:	219.26							
9171024	2/1/2017	83.76	0.00	02/10/2017				False	0
012-107-459000	Utilitites			7539					
	9171024 Total:	83.76							
9171025	2/1/2017	112.62	0.00	02/10/2017				False	0
001-002-459000	Utilities			7547					
	9171025 Total:	112.62							
9171026	2/1/2017	78.88	0.00	02/10/2017				False	0
013-403-459000	Utilities			7555					
	9171026 Total:	78.88							
9171027	2/1/2017	402.94	0.00	02/10/2017				False	0
001-005-459000	Utilities			7598					
	9171027 Total:	402.94							
9171028	2/1/2017	309.10	0.00	02/10/2017				False	0
001-110-459000	Utilities			7601					
	9171028 Total:	309.10							
9171029	2/1/2017	156.48	0.00	02/10/2017				False	0
001-005-459000	Utilities			7636					
	9171029 Total:	156.48							
	HUDSON GARBAGE SER	1,415.17							
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INGRAM LIBRARY SERVICES, INC.									
016240									
97004092	1/25/2017	349.12	0.00	02/10/2017				False	0
001-004-511000	Printed Materials			BOOKS 20C7921					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
<hr/>									
97004092 Total:		349.12							
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INGRAM LIBRARY SERV		349.12							
<hr/>									
LANG, ATTORNEY AT LAW, MARK J.									
018006									
1649	1/24/2017	152.00	0.00	02/10/2017				False	0
001-103-554000 Contractual/consulting serv				RONALD LEWIS JR.					
<hr/>									
1649 Total:		152.00							
1650	1/24/2017	116.00	0.00	02/10/2017				False	0
001-103-554000 Contractual/consulting serv				SARA MCCORMICK					
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1650 Total:		116.00							
<hr/>									
LANG, ATTORNEY AT LA		268.00							
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LEAF									
018101									
7112577	1/26/2017	340.00	0.00	02/10/2017				False	0
012-107-502000 Equipment expense				OCE VL2822C COPIER					
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7112577 Total:		340.00							
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LEAF Total:		340.00							
<hr/>									
METRO PLANNING INC.									
020291									
3909	2/2/2017	177.50	0.00	02/10/2017				False	0
001-104-500000 Information services				WEB GIS					
3909	2/2/2017	102.50	0.00	02/10/2017				False	0
013-402-575000 Equipment expense				WEB GIS					
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3909 Total:		280.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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	METRO PLANNING INC	280.00							
OAWU									
021691									
22182	2/1/2017	75.00	0.00	02/10/2017				False	0
017-417-490000	Professional development				HOWARD BURTON 2017 MEMBERSHIP				
	22182 Total:	75.00							
	OAWU Total:	75.00							
<hr/>									
OREGON DEPARTMENT OF STATE LANDS									
023199									
17957	1/31/2017	1,259.99	0.00	02/10/2017				False	0
011-011-475000	Lease expense				WATERWAY LEASE 10478-ML				
	17957 Total:	1,259.99							
	OREGON DEPARTMENT	1,259.99							
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PAPE MACHINERY									
024755									
10285448	2/1/2017	87.44	0.00	02/10/2017				False	0
015-015-501000	Operating Materials & Supp				BOLT BUSHING				
	10285448 Total:	87.44							
	PAPE MACHINERY Total	87.44							
<hr/>									
PEACEHEALTH MEDICAL GROUP OCC.HEALTH									
025390									
03-065832	2/1/2017	240.00	0.00	02/10/2017				False	0
013-403-490000	Professional development				THAD HOUK / TIM ILLIAS				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
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	03-065832 Total:	240.00							
	PEACEHEALTH MEDICA	240.00							
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PHILLIPS, CYNTHIA									
025515									
02152017	2/8/2017	1,670.00	0.00	02/10/2017				False	0
001-103-554000 Contractual/consulting serv				2/1-2/15 MUNICIPAL COURT JUDGE					
	02152017 Total:	1,670.00							
	PHILLIPS, CYNTHIA Tot	1,670.00							
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SELDEN, LAURIE									
030715									
02152017	2/8/2017	3,015.00	0.00	02/10/2017				False	0
001-103-554000 Contractual/consulting serv				2/1-2/15 CRIMINAL PROSECUTORAIL SERVICES					
	02152017 Total:	3,015.00							
	SELDEN, LAURIE Total:	3,015.00							
<hr/>									
SHRED-IT USA, LLC									
SHRED-IT									
8121694174	1/31/2017	171.80	0.00	02/10/2017				False	0
012-102-554000 Contractual/consulting serv				CITY HALL SHRED 13627551					
	8121694174 Total:	171.80							
	SHRED-IT USA, LLC Tot	171.80							
<hr/>									
SOLUTIONS YES									
013581									
INV94929	2/1/2017	110.67	0.00	02/10/2017				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
012-107-502000 Equipment expense					CONTRACT C11379-01				
INV94929 Total:		110.67							
SOLUTIONS YES Total:		110.67							
STAPLES BUSINESS ADVANTAGE									
031983									
3328906088	1/28/2017	6.84	0.00	02/10/2017				False	0
001-103-457000 Office supplies					INK PEN REFILL COURT				
3328906088	1/28/2017	10.99	0.00	02/10/2017				False	0
012-107-457000 Office supplies					OFFICE SUPPLIES				
3328906088	1/28/2017	10.99	0.00	02/10/2017				False	0
012-107-457000 Office supplies					OFFICE SUPPLIES				
3328906088	1/28/2017	10.02	0.00	02/10/2017				False	0
012-107-457000 Office supplies					OFFICE SUPPLIES				
3328906088 Total:		38.84							
STAPLES BUSINESS AD		38.84							
SUNSET AUTO PARTS, INC.									
020815									
01312017	1/31/2017	10.89	0.00	02/10/2017				False	0
015-015-501000 Operating Materials & Supp					AUTO PARTS				
01312017	1/31/2017	11.88	0.00	02/10/2017				False	0
015-015-501000 Operating Materials & Supp					AUTO PARTS				
01312017	1/31/2017	516.24	0.00	02/10/2017				False	0
001-002-510000 Automobile Expense					AUTO PARTS FUSES				
01312017 Total:		539.01							
SUNSET AUTO PARTS, I		539.01							
SUNSET EQUIPMENT CO.									
032700									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
41483	2/8/2017	60.20	0.00	02/10/2017				False	0
018-021-501000	Operating Materials & Supplies			6 SURE LOK					
41483 Total:		60.20							
SUNSET EQUIPMENT C		60.20							
SYMBOLARTS									
032863									
0274599-IN	1/27/2017	660.00	0.00	02/10/2017				False	0
001-002-501000	Operating Materials & Supp			PD PATCH					
0274599-IN Total:		660.00							
SYMBOLARTS Total:		660.00							
TERRITORIAL SUPPLIES INC.									
033015									
13346	1/18/2017	103.37	0.00	02/10/2017				False	0
001-002-501000	Operating Materials & Supp			NK TEST A OPIUM ALKALOIDS					
13346 Total:		103.37							
TERRITORIAL SUPPLIE		103.37							
TPHFCC									
007577									
01312017	1/31/2017	59.10	0.00	02/10/2017				False	0
018-019-501000	Operating Materials			J. LEAVY HEP B VAC 900006552					
01312017	1/31/2017	59.11	0.00	02/10/2017				False	0
018-020-501000	Operating Materials & Supplies			J. LEAVY HEP B VAC 900006552					
01312017 Total:		118.21							
TPHFCC Total:		118.21							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
UNITED FIRE,HEALTH, & SAFETY									
034285									
0007544	2/6/2017	13.03	0.00	02/10/2017				False	0
013-403-554000	Contractual/consulting serv			ANNUAL MAINT OF FIRE EXTINGUISHERS FC CHAF					
0007544 Total:		13.03							
0182971	11/8/2016	868.75	0.00	02/10/2017				False	0
013-403-554000	Contractual/consulting serv			ANNUAL MAINT OF FIRE EXTINGUISHERS					
0182971 Total:		868.75							
UNITED FIRE,HEALTH,		881.78							
VERNON, VICKI R.									
034920									
01242017	1/24/2017	200.00	0.00	02/10/2017				False	0
001-103-554000	Contractual/consulting serv			MATTHEW HOWE					
01242017 Total:		200.00							
VERNON, VICKI R. Total		200.00							
WILCOX & FLEGEL									
037003									
C015079-IN	2/1/2017	93.21	0.00	02/10/2017				False	0
013-403-531000	Gasoline			SHOP GAS					
C015079-IN Total:		93.21							
C015085-IN	2/1/2017	2,824.35	0.00	02/10/2017				False	0
013-403-531000	Gasoline			SHOP GAS					
C015085-IN Total:		2,824.35							
C015175-IN	2/6/2017	1,662.82	0.00	02/10/2017				False	0
001-002-531000	Gasoline Expense			POLICE GAS					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
		<u>1,662.82</u>							
	C015175-IN Total:								
		<u>4,580.38</u>							
	WILCOX & FLEGEL Tota								
		<u>44,391.77</u>							
	Report Total:								

MMB 2/9/17

City of St. Helens
Consent Agenda for Approval

CITY COUNCIL MINUTES

Presented for approval on this 15th day of February, 2017 are the following Council minutes:

2016

- Work Session and Regular Session Minutes dated November 2, 2016

After Approval of Council Minutes:

- ☐ Scan as PDF Searchable
- ☐ Make one double-sided, hole-punched copy and send to Library Reference
- ☐ Minutes related to hearings and deliberations get copied to working file
- ☐ Save PDF in Minutes folder
- ☐ Update file name of Word document
- ☐ Copy Word document into Council minutes folder on Administration drive
- ☐ Post PDFs to website
- ☐ Email minutes to distribution list
- ☐ Add minutes to HP Trim
- ☐ File Original in Vault

City of St. Helens

CITY COUNCIL

Work Session Minutes

November 2, 2016

Members Present: Randy Peterson, Mayor
Doug Morten, Council President
Keith Locke, Councilor
Susan Conn, Councilor
Ginny Carlson, Councilor

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Lisa Scholl, Deputy City Recorder
Margaret Jeffries, Library Director
Terry Moss, Police Chief
Neal Sheppard, Public Works Operations Director
Sue Nelson, Public Works Engineering Director
Cindy Phillips, Municipal Court Judge

Others: Tina Curry
Trent Dolyniuk
Don Patterson
Judy Thompson
Natasha Parvey
Stan Chiotti
Nicole Thill
Doug Boyes
Kristine Lambert
Amanda Normine
David Sprau
Brenda Stoddard

Mayor Randy Peterson called the meeting to order at 1 p.m.

Visitor Comments

♦Stan Chiotti, St. Helens Garden Club. He is completing the park use application for the Veterans Day ceremony at McCormick Park. It requires a two million dollar liability insurance certificate. St. Helens Garden Club provides cookies and the VFW provides flags for the ceremony. State and local representatives speak during the event. He should not be required to sponsor and provide insurance for this community event honoring our veterans. The Garden Club only has one million dollars in liability insurance. He is asking that the Council cover the second million dollars.

Council President Morten suggested that Stan work with the St. Helens Community Foundation in the future to help cover insurance requirements.

It was the consensus of the Council to waive the second million dollars of the insurance requirements.

♦Dave Bilton, VFW. He does not believe that veterans should have to go through all of this to use the veterans parks on Veterans Day. It took Stan a week just to get the signatures on the application.

♦Natasha Parvey, Director of Keep It Local Columbia County. She thanked Councilors Conn and Carlson for their work on the committee. Their job is to put Columbia County businesses on one webpage. It's a free directory for any business in Columbia County. There are 200

businesses on the website now and they are looking for more. Shop local for the holidays!

♦Kristine Lambert. She is impressed with Portland's public notification. There is a new antibacterial wipe that failed miserably in Europe and in east coast states. When she asked the City to include a notification in utility bills educating users not to flush wipes, she was told that they could not afford it. She encouraged the Council to notify users in their next bill.

Spirit of Halloweentown Debrief

Tina Curry, consultant for the City. She reviewed her responsibilities and experiences:

- Produce and coordinate events, using her experience and best judgement, to meet goals.
- Facilitate new opportunities for businesses and nonprofits to increase revenues.
- Elevate the City of St. Helens through quality events.
- She has produced over 1,000 events through the US and Canada. She draws on her experiences to eliminate the possibility of negative revenue for the City and businesses.
- Connect locals to opportunities.
- Fourth of July was a great success.
 - Eliminated parking issues.
 - Finances were in the black for the first time in years.
 - Tailgating was a success.
 - First time she pushed hard to allow only nonprofits to benefit.
 - Provided sponsorship opportunities for SHEDCO to cover the cost of the helicopter.
 - The City's Relay for Life team was the only group who could sell water.
 - It was a great fireworks show, good community involvement and positive feedback.
 - Ed Lokken really appreciated the award he received in appreciation of his many years of being involved in the fireworks display. Diane Dillard and Jimmy Dillard helped to coordinate his family being in attendance.
- Spirit of Halloweentown
 - When she began working on Halloween it had been abandoned by the community. It improved each year with the help of a budget.
 - She was hired last year to coordinate Spirit of Halloweentown.
 - It became a month-long celebration that had the most people visiting St. Helens ever in the history of the town. This was in spite of the fact that some community members, like Shoestring Players, boycotted it last year.
 - Following the 2015 Spirit of Halloweentown, they immediately began working on 2016 to make improvements and more experiences for out-of-town guests.
 - This year:
 - Created an agenda to find solutions from last year and incorporate more community members and groups.
 - Instituted a fully functioning parking lot, based on a recommendation from Emergency Management.
 - Added more port-a-potties.
 - New logo was created.
 - Added a haunted house.
 - New souvenirs.
 - New Chamber sponsored parade.
 - New tractor ride.
 - Nice, new tent from Wauna Credit Union.
 - New and Very, Very Good Variety Show using local talent.
 - New vendor carts with food options.

- New photo ops.
- New message center.
- New decorations.
- New holograms.
- New entertainment options.
- New money for local businesses and nonprofits.
- Record numbers in attendance this year:
 - Shoestring Players had sold-out gatherings.
 - Harvest Festival
 - Kiwanis
 - Hot Rod Rally
 - Little Spooks Parade
- St. Helens has staked a claim to be Halloweentown for everyone to visit.
- This takes a lot of planning and help from the entire City staff.
- She spent many hours making this happen.
- Many community organizations stepped in to make it happen.
- Not everything has to be purchased local to bring in record breaking money.
- Only 19 people attended the planning meetings.
- The vast majority of ticket sales goes to the entertainer. They hope to break even from those. She did not appreciate the slander about the Spirit of Halloweentown event being held outside of the City. There was one event held in Portland because it would have lost more money in St. Helens. She called in a favor and shipped it out. It would have meant that a local restaurant would have to close on a busy Saturday night. One simple phone call instead of jumping to conclusions would have been helpful. It's a shame. These professionals want to be the future of Spirit of Halloweentown activities.
- Thank you to everyone who has helped. It has been a fantastic month, rain or shine. Thank you the City staff who ran to the rescue; Heidi, Crystal, Jenny, Lisa, Sue, Neal, Chief Moss, Shanna, Ginny, Margaret, Jasmine, Jamie, Neal, Dave, Roger and the entire Public Works team. It would not have happened without all of them. Everyone should be excited and hold fast to the belief that you can be part of something that will grow and become wonderful. Today, we're breaking social media records with one post that brought 14 million views. Over 25,000 people attended. St. Helens was elevated world-wide. Can it be better? Can we make changes? Of course.

Mayor Peterson said that we spent more money last year than we took in. How did we do this year? City Administrator Walsh said we at least covered expenses. Parking was very beneficial. Those funds were split between the City, CERT and Kiwanis, since they helped with parking on the weekends. They each received a check for \$8,000.

♦Amanda Normine, SHEDCO Vice Chair. She wrote a letter that is included in the record. Based on Tina's tone, the request to form a tourism council was taken poorly. Spirit of Halloweentown was way better this year. Tourism dollars meant for this community are to help local businesses. It's not meant to hire an event coordinator to cater events locally that sort of help our businesses. She would like community members to be heard. Some of the choices made were not ideal. Part of that comes from no governance for how the money is spent. Tina is allowed to use her network as she sees fit. It's not Tina's fault that she does that. There needs to be guidelines and a group overseeing the event expenses. She would like a work session for the stakeholders to come together and talk. She asked Council what date they would be available.

Council President Morten would entertain a forum or meeting after the election. Amanda understands. There are a lot of upset businesses coming to SHEDCO. She wants to give them a date.

Mayor Peterson said the Council has a retreat in December and will discuss it there. They will get back to her after that. If she hasn't heard back, Amanda will come back to the Council in mid-December.

♦Don Patterson, representing St. Helens Kiwanis Club. His organization benefited from parking cars during the month of October. He thanked the Council and City for giving them the opportunity. The money raised will benefit the local community, particularly children and youth. Thank you to Public Works. When parking problems were identified, they were very responsive.

♦David Sprau. Spirit of Halloweentown is great. We can be proud of it. This is all very positive, yet he hears the word "slander" being used. The only thing that happened is that people chose to tell the truth. We all want transparency in government. Now they're being accused of slander. It's ridiculous and childish. People who tell the truth should be given kudos for being forthright and trying to do the right thing. Let's try to cooperate and be nice to each other.

♦Trent Dolyniuk, owner of Blackbird Catering. His problem is with the traffic plan. In 2005, they did a master St. Helens corridor plan, which identified Columbia Blvd., St. Helens Street and Highway 30 as the entrance into old town. For the month of Spirit of Halloweentown, everyone ran down Old Portland Road. Columbia Blvd. and Highway 30 businesses were less busy this year than last. Old town businesses may have done better. As everyone exited, they all went to Scappoose. He wrongly assumed that we would pump traffic through Columbia Blvd.

Mayor Peterson said his point is well taken. They will look into that for the future. Council President Morten asked if a trolley would be favored to get people from the waterfront to mid-town. Trent is in favor of anything that removes the laser-like focus on old town. Every special event is focused on the waterfront district. Councilor Conn does not believe there was any intent to harm businesses. They were trying to alleviate traffic issues, based on last year's experiences.

Trent said the only thing that alarmed him that Tina said, is that we can't afford to buy local. That would be like him trucking in water because he couldn't afford his water bill. He's tired as a hospitality industry being continually devalued by people buying trays of crap from outside the area because they don't want to pay a hospitality price.

Executive Session

ORS 192.660(2)(d) Labor Negotiations

ORS 192.660(2)(e) Real Property Transactions

ORS 192.660(2)(f) Exempt Records/Confidential Memos

Motion: At 1:46 p.m., upon Morten's motion and Conn's second, the Council unanimously voted to move into executive session under ORS 192.660(2)(d) Labor Negotiations, (e) Real Property Transactions and (f) Exempt Records/Confidential Memos.

Motion: At 3:06 p.m., upon completion of the executive session, Conn moved to go back into work session, seconded by Carlson, and unanimously approved.

Municipal Court 1st Quarter Report

Finance Director Brown reviewed his report. Judge Cindy Phillips was also in attendance to review her narrative. Municipal Court is working hard to make St. Helens livable.

Discuss Proposed Building Permit Fee Increase

Building Official Johnston reviewed the proposed fee increase. It was the consensus of the Council to move forward with the building permit fee increase.

Discuss Appeal Process for Unsafe Buildings

Building Official Johnston recently posted three buildings to be vacated using the State Building Code based on lack of utilities and sanitation. Two of those appealed the postings. That would require a Board of Appeals hearing. Mayor Peterson suggests they hold a hearing prior to the next Council regular session. Deputy City Recorder Scholl will work with Johnston on the hearing notifications. The hearings will be held November 16 at 6 p.m.

Discuss Proposed Building Municipal Code Amendments

Building Official Johnston reviewed the proposed housekeeping amendments. There were no concerns from Council. He will bring back an Ordinance for approval.

Council President Morten asked if there is a way to address unsightly properties. Johnston explained the nuisance process.

Review Proposed Hankey Road Right of Way Dedication

City Administrator Walsh reviewed the memo written by City Planner Graichen. Public Works Engineering Director Nelson asked why the Council is reviewing the dedication when Hankey Road is owned by the County.

This item was tabled until the next meeting to get more information from Graichen.

Urban Renewal Advisory Committee Discussion

City Administrator Walsh reviewed his memo. A copy is included in the archive packet for this meeting.

Councilor Carlson suggested adding a knowledgeable business community representative to the Committee. She recommends Keith Forsythe.

Council President Morten wants to make sure the Council is not bullying the other members. But he also wants to make sure they're not changing the Council's goals. Discussion of the Committee. Council concurred with the proposed Committee members and agreed to only have two councilors participate. Locke and Carlson both volunteered. Finance Director Brown went through the entire process in Forest Grove and is happy to be part of this one. Columbia 911 was added to the list. Walsh will see if Keith Forsythe is willing to participate as a citizen at-large.

Department Reports

Public Works Engineering Director Nelson reported...

- Dock repairs began today. They will be working the next couple weeks.
- Godfrey Park Storm is still ahead of schedule. It will be finished in the next couple weeks.
- Council President Morten asked if there were any reports of a fuel leak in Columbia River? Nelson has not heard anything.

Public Works Operations Director Sheppard reported...

- Nothing to report.

Library Director Jeffries reported...

- Their consultant met with a focus group of 10 educators last week. They were pleased to discuss the relationship between the school district and the Library.
- Received an email from the school superintendent requesting to meet with her and the Youth Librarian to discuss after-school and summer programs.
- A strategic planning session will be held with community members this Saturday. They expect about 60 people in attendance.

Finance Director Brown reported...

- Bing's paid their sewer bill. They are now current. However, they are still behind on their LID payments, about \$7,000. We are number three on the title report, so there's not much we can do.
- Received new city credit cards. Working with Walsh and Scholl on a new policy and ethics manual for when and how to use credit cards. It should come to the Council in the next couple meetings.
- Auditors are on-site today and tomorrow. Does Council want to continue to have them give a presentation upon completion? Council concurred.
- Does the Council desire to see additional information included in the quarterly Court report? Council agreed what they receive is sufficient.
- In the process of switching to Wells Fargo, he has been reviewing positions and processes. There are five different people who put together bank deposits. When they move to Wells Fargo, staff will no longer take checks to the bank. An electronic deposit process will be conducted on site. It is faster and will allow staff to see NSF checks sooner. One idea, was to create a banking and utilities specialist to handle those deposits. Staff will not be required to go to the bank every day. He would like to assign one person to do bank deposits. He talked to the auditor and he was fine with the process. He anticipates an increase in pay because it will require more knowledge. He would like Council's input before taking it to the union rep. It will be a major efficiency improvement. Council agreed to move forward. Brown will return with a job description for approval.
- When the senior discount program was changed, that revenue was intended to go to CAT to help with a low-income program. As far as he is aware, that process was not started. He is meeting with CAT next Wednesday to talk about the program. He's likely to charge it to the right-off account, which was budgeted at \$12,000 this year. Right now there are over 600 accounts that receive the senior discount. That's about a \$77,000 loss for the City. It was going to be a \$95,000 difference from the previous program. An account has not been set up yet. Council said the funds were supposed to come from the fines and the savings. For this year, it's between \$15,000-20,000. Council agreed with the formation of a fund.

Deputy City Recorder Scholl reported...

- Kiwanis Holiday Hope requested to partner with the City for use of our folder/stuffer, collection of peanut butter and jelly and sponsor \$20 for the IGA family holiday meal. Council concurred.

City Administrator Walsh reported...

- We learned a lot from Spirit of Halloweentown this year and last. There's still room for improvement. Staff was very helpful and Tina was always available by phone.
- Time to think about Christmas. Suggested a piano player during the lighting in the Plaza and then move to the Waterfront tent during the Christmas ships. More decorations will be added to the Plaza. The light balls will go back in the trees. A bonfire during the Christmas

ships will take place next to the Wauna Credit Union tent.

- The HEAL Cities grant was successful. Assistant Planner Jenny Dimsho has done a fantastic job.
- Discussion of a Council retreat date. It was the consensus of the Council to wait until after the election to set a date.

Council Reports

Mayor Peterson reported...

- Without staff help, Spirit of Halloweentown would not have been as successful. It is all very appreciated. Spirit of Halloweentown did not get to this level without Tina. Morten added that Walsh has been instrumental as well.

Councilor Conn reported...

- Thanked everyone involved with Spirit of Halloweentown. It gets better every year.
- Congratulations to the Spirit of Halloweentown Scarecrow Contest winners:
 - 1st Place – Barlow Bikes & Boards
 - 1st Runner Up – St. Helens Police Department
 - 2nd Runner Up – Drake's Towing

Council President Morten reported...

- Today's Spirit of Halloweentown debriefing was very good. He thanked Public Works staff for all of their work.
- Council needs to be working on department head evaluations.
- Asked Council to work with Walsh on retreat agenda items. It was the consensus of the Council to get input from boards and commissions as well. Scholl will help with a questionnaire.
- He met with Parks Commissioner John Brewington and Keith Forsythe, who is on the St. Helens Greater Parks & Recreation Board. They were in agreement to move forward with a renewable lease for Civic Pride Park with conditions.
- There was a comment made earlier in the evening about organizing a tourism group. It would be nice to have one person who represented the entire business community. Conn said that would be made easier if there was a represented merchant's group.

Councilor Carlson reported...

- She was here every weekend working 6-9 hours a day during Spirit of Halloweentown. She really enjoyed seeing how happy people were and talked about relocating here. She is impressed by City staff helping and all the volunteers and nonprofit vendor carts.
- She is selling tickets for the Toy 'n Joy auction and dinner. She suggested the City have a sponsored table. We were one of the minorities without a table last year. There is a lot of need in the community.

Councilor Locke reported...

- Spirit of Halloweentown keeps growing. A family from Florida came and attended the teen dance. They suggested we consider making Spirit of Halloweentown a year-round event. It was very successful.
- He has been making a list of what needs to be done on the paper mill site to discuss at the retreat. He would like to hold the retreat there again but wants to get the heater fixed.

Other Business

No other business.



There being no further business, the meeting was adjourned at 4:30 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Lisa Scholl, Deputy City Recorder

Randy Peterson, Mayor

DRAFT

City of St. Helens CITY COUNCIL

Regular Session Minutes

November 2, 2016

Members Present: Randy Peterson, Mayor
Doug Morten, Council President
Keith Locke, Councilor
Susan Conn, Councilor
Ginny Carlson, Councilor

Staff Present: John Walsh, City Administrator
Matt Brown, Finance Director
Lisa Scholl, Deputy City Recorder
Margaret Jeffries, Library Director
Sue Nelson, Public Works Engineering Director

Others: Three St. Helens High School students

7:00PM – Call Regular Session to Order – Mayor Peterson

Pledge of Allegiance – Mayor Peterson

Invitation to Citizens for Public Comment

No public comment.

Approve and/or Authorize for Signature

a. Contract Payments

Motion: Upon Carlson's motion and Locke's second, the Council unanimously approved 'A' above.

Consent Agenda for Acceptance

A. Accounts Payable Bill List

Motion: Upon Conn's motion and Morten's second, the Council unanimously accepted 'A' above.

Consent Agenda for Approval

- A. Council Work Session and Regular Session Minutes dated September 21, October 5 and October 19, 2016
- B. Animal Facility Licenses at 525 N. 11th Street (Hulbert) and 47 Sunset Place (Wilson)
- C. Accounts Payable Bill List

Motion: Upon Morten's motion and Conn's second, the Council unanimously approved 'A' through 'C' above.

Council Reports

Mayor Peterson reported...

- Nothing to report.

Councilor Conn reported...

- Nothing to report.

Council President Morten reported...

- Nothing to report.

Councilor Carlson reported...

- Nothing to report.

Councilor Locke reported...

- Nothing to report.

Department Reports

Public Works Engineering Director Nelson reported...

- Nothing to report.

Library Director Jeffries reported...

- Nothing to report.

Finance Director Brown reported...

- Nothing to report.

Deputy City Recorder Scholl reported...

- Nothing to report.

City Administrator Walsh reported...

- Nothing to report.

Adjourn - There being no further business, the meeting adjourned at 7:02 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Lisa Scholl, Deputy City Recorder

Randy Peterson, Mayor

City of St. Helens
Declare Surplus Property
City Council Meeting
February 15, 2017

If approved, the following items will be disposed of per
St. Helens Municipal Code Chapter 2.04.

Administration Department

Municipal Court B&W Copy Machine

Accounts Payable

To Be Paid Proof List

User: jenniferj
 Printed: 02/02/2017 - 8:42AM
 Batch: 00021.01.2017 - AP 2/03/17 FY 16-17 OVER 10K

MP

10



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
AMERESCO INC 001376									
1	1/13/2017	420,133.85	0.00	02/03/2017				False	0
010-301-653120 Street Lighting					R-646 LED STREETLIGHT CONVERSION				
1 Total:		420,133.85							
AMERESCO INC Total:		420,133.85							
Report Total:		420,133.85							